

**TOWN OF COLUMBINE VALLEY**  
**BOARD OF TRUSTEES REGULAR MEETING**  
September 18, 2018

**A G E N D A**

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT  
Each speaker will be limited to three minutes. The Board of Trustees is not authorized by the Colorado Open Meetings Law to discuss comment or take action at the meeting on any issue raised by public comment. The Mayor may refer the matter to staff to obtain additional information and report back to the Board as appropriate.
5. CONSENT AGENDA Mayor Champion  
Approval of Meeting Minutes for August 21, 2018
6. REPORTS
  - A. Mayor
  - B. Trustees
  - C. Town Administrator
  - D. Chief of Police
  - E. Town Treasurer
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Bow Mar IGA re Public Safety Mr. McCrumb
  - B. Bow Mar IGA re Building Services Mr. McCrumb
  - C. Resolution #9, Series 2018 - Town Goals Mr. McCrumb
  - D. Trustee Bill #5, 2018 - Moratorium on Municipal Code 9.12.020 Mr. Schiller
9. EXECUTIVE SESSION Mayor Champion  
The Board of Trustees will be going into Executive Session to approve the minutes of August 21, 2018 and to discuss personnel matters pursuant to C.R.S. 24-6-402.
10. ADJOURNMENT

**TOWN OF COLUMBINE VALLEY**  
**BOARD OF TRUSTEES**  
Minutes  
August 21, 2018

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, Bruce Menk, Kathy Boyle, Gale Christy, Gary Miles, and Roy Palmer

Absent: Bill Dotson

Also present: Lee Schiller, J.D. McCrumb, Jeff Tempas, Bret Cottrell, and Troy Carmann

**APPROVAL OF AGENDA:** The agenda was approved with an amendment moving item 8B to follow Public Comment.

**ACTION: upon a motion by Mayor Champion and a second by Trustee Christy, the Board of Trustees amended the meeting agenda to have item 8B occur immediately following Public Comment.**

**PUBLIC COMMENT:** Michael Bratcher, GM of Columbine Country Club wished the Trustees and Town well at this, his final meeting as GM of the Columbine Country Club. Mr. Bratcher informed the Board that they could communicate through Club President Rivera until a new General Manager is on boarded. He also informed the Trustees that the Club would be requesting sponsorship of the fireworks again in 2019.

Jon Piper, 3 Cleek Way, told the Trustees that he supports temporarily amending the CMP as proposed.

Mara Marks, 8 Driver Lane, also supports the temporary amendment but stated that she did not support any asphalt trucks on Fairway Lane.

Ginny Rogliano, 15 Driver Lane, asked for clarification as to how “temporary” was defined in the proposed amendment.

**NEW BUSINESS:**

**Request to Temporarily Amend Wild Plum CMP:** Mr. McCrumb presented the request from Lennar for a temporary (9 total, non-consecutive days) amendment to the Construction Management Plan allowing oversized trucks hauling asphalt to access the Wild Plum development site during the extended hours of 8:00 a.m. – 5:00 p.m. Mr. Kent Pedersen was present to answer any questions from the Trustees. Mr. Bill Brittan, President of the Polo Meadows HOA informed the Trustees his HOA supported the amendment for a total of 9 days only, with no asphalt work on weekends. The Trustees asked clarifying questions.

**ACTION: upon a motion by Trustee Christy and a second by Trustee Palmer, the Board of Trustees unanimously approved the temporary 9 day amendment as proposed by staff and endorsed by the Polo Meadows HOA.**

**CONSENT AGENDA:** The consent agenda was approved.

**REPORTS:**

- A. Mayor Champion updated the Trustees on the Platte Canyon/Coal Mine construction and congratulated everyone on an excellent Concerts in the Park season.
- B. Trustee Palmer expressed concern over the condition of roads in Burning Tree.
- C. The Town Administrator presented the attached report. He also reviewed the status of Bow Mar IGA renewals and upcoming Town events.
- D. Chief Cottrell presented the attached report.
- E. The Town Treasurer presented the attached financials and informed the Trustees he would present a preliminary 2019 budget in September.

**OLD BUSINESS:**

**Capital Improvement Program:** Mr. McCrumb presented the Trustees with an updated CIP including 10 year financial projections. Trustee Palmer proposed changing the definition of projects eligible for CIP planning to include mill and overlay, and changing the name of the plan to Capital Improvement Program and Road Improvement Fund.

**ACTION: upon a motion by Trustee Palmer and a second by Trustee Boyle, the Board of Trustees unanimously approved Resolution #8, Series 2018 the Capital Improvement Program and Road Improvement Fund with the proposed definition changes.**

**NEW BUSINESS:**

**Request to replace Town Hall HVAC:** Mr. McCrumb presented a request from town staff for \$10,500 to replace a broken AC unit and furnace for Town Hall. The Trustees asked clarifying questions.

**ACTION: upon a motion by Trustee Miles and a second by Trustee Boyle, the Board of Trustees unanimously approved the request as presented.**

**EXECUTIVE SESSION:** Upon a motion by Trustee Christy and a second by Trustee Boyle, the Board unanimously approved entering into executive session at 7:39 p.m. to discuss personnel matters pursuant to C.R.S. 24-6-402-4b.

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

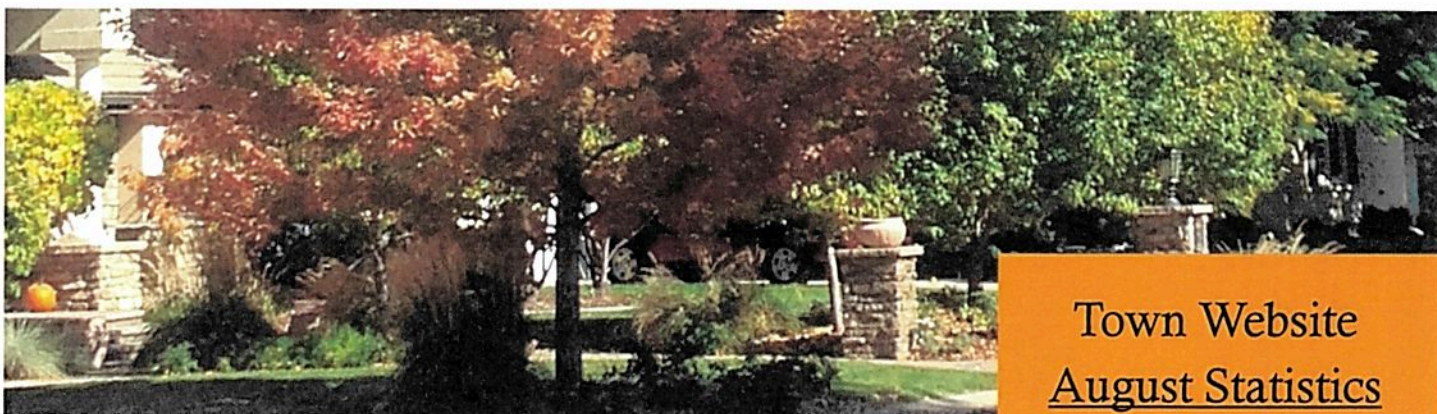
*September 2018*



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

Tel: 303-795-1434  
Fax: 303-795-7325  
[jdmccrumb@columbinevalley.org](mailto:jdmccrumb@columbinevalley.org)





## Communications & Administration

- Staff has begun a top to bottom review and updating of the Town's website. This project should be completed by the end of the year and is designed to improve content delivery and make updating the site less cumbersome for staff.
- The fall dumpster service event is changing slightly from years past. This October, the dumpsters will be available from Tuesday through Thursday instead of Thursday through Saturday. This change is a result of a lot miss use over the weekend last spring.
- The Municipal Court function of the GovPilot Software Program is currently being tested and is anticipated to be operational by the end of the year. This change should safeguard the information and operation of the municipal court functions for the foreseeable future.
- Staff will be participating in some select trainings throughout October including topics including snow removal, open records requests, and liquor licensing.
- On September 11, the Planning and Zoning Commission elected Eric Chekal as Vice Chair. That seat was previously held by Trustee Gary Miles.

## Citizen Contacts:

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

- ⇒ Building Department: 132
- ⇒ Comm. Development: 65
- ⇒ Public Works: 149
- ⇒ Municipal Court: 76
- ⇒ Other: 369

## Town Website August Statistics

3,521

Total Visits

3,833

August Page Views

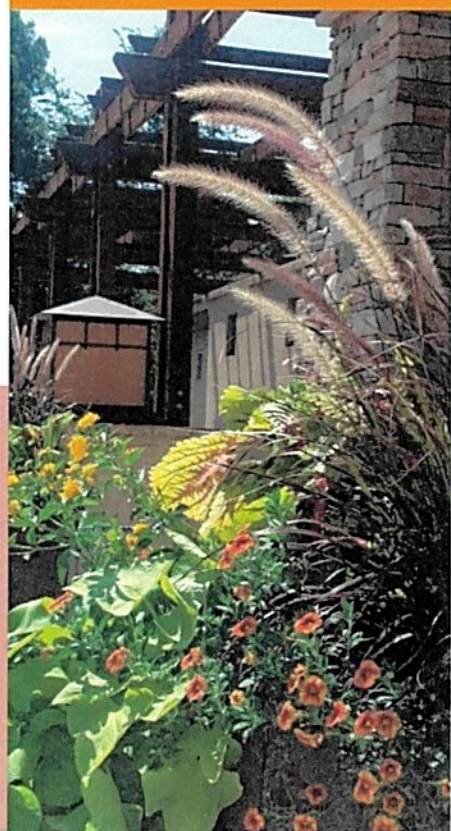
## Top Pages

Building Permits

Calendar

Documents

Dumpsters





# Building Department

## Monthly Stats

### 7 Permits Issued

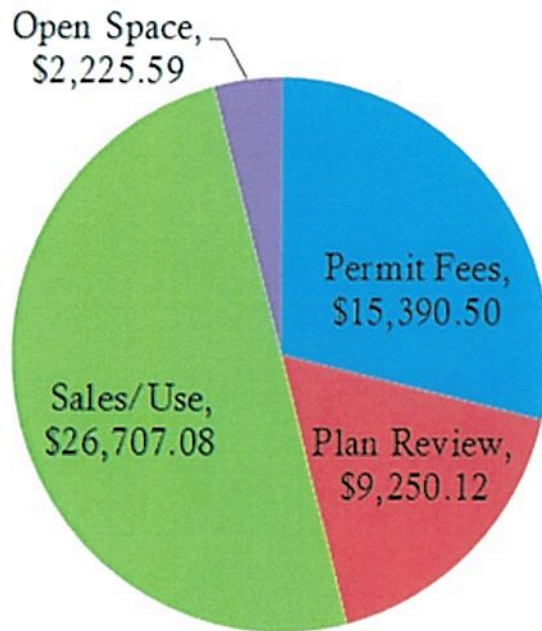
- New SFR: 1
- Major Remodel: 2
- New Roofs: 1
- Other/Misc.: 3

### 54 Inspections

### 5 Licenses Issued

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

Aug. Permit Rev.: \$53,573.29



## Wild Plum

95 Total Lots

0 SFR Permits Issued

0 Permits Pending

1 Grading Permit

## Wilder Lane

24 Total Lots

5 Permits Active

0 Permit Pending

10 Completed Homes

10 Occupied Home



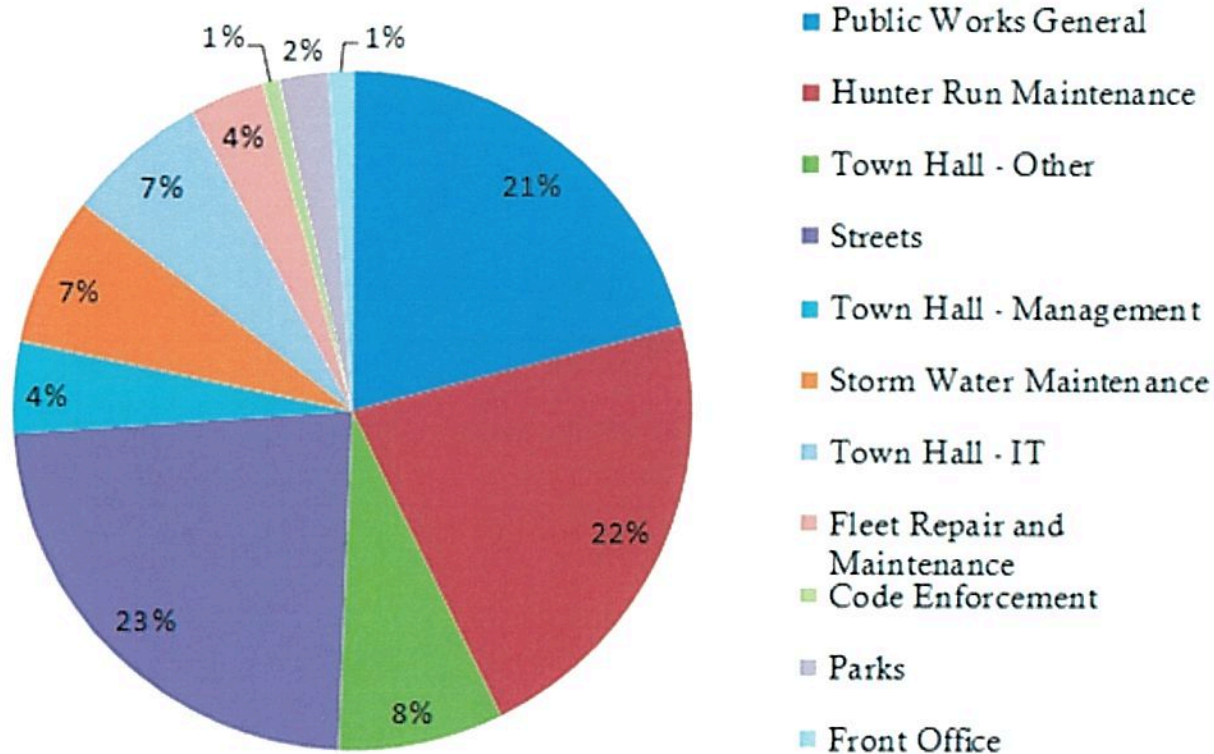
## Building Department Revenue by Month

	<u>2017</u>	<u>2017 YTD</u>	<u>2018</u>	<u>2018 YTD</u>
January	\$19,908.26	\$19,908.26	\$33,481.56	\$33,481.56
February	\$56,545.98	\$76,454.24	\$15,406.51	\$48,888.16
March	\$45,844.32	\$122,298.56	\$57,032.86	\$105,921.02
April	\$164,185.81	286,484.37	\$13,164.99	\$119,086.01
May	\$129,819.95	\$416,304.32	\$17,214.40	\$136,300.41
June	\$21,136.83	\$437,441.15	\$35,176.96	\$171,477.37
July	\$14,030.74	\$438,844.89	\$55,551.95	\$494,396.84
August	<b>\$73,657.67</b>	<b>\$512,502.56</b>	<b>\$53,573.29</b>	<b>\$547,970.13</b>
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

## August Staff Time Allocation (including contractors)



- Town Hall: A new air conditioning and furnace unit was installed this month. It is a high efficiency unit and replaces the failing unit supplying climate control to the board room. Multiple florescent light ballasts that had failed were also replaced throughout the building.
- Ash Trees: The first preventative treatment for the Emerald Ash Borer was just applied to town trees. This treatment program includes yearly injections into the soil around the trees. This allows the root system to slowly absorb the chemicals and spread them throughout the tree vascular system. In the event that the EAB migrate this far South, the treatment should keep them from eating any of the Town's ash trees.
- Burning Tree: A special "No Outlet" sign was fabricated and installed at the entrance to Burning Tree. This was done at the request of the HOA and per CDOT standards.
- Platte Canyon: A large field of weeds had been growing along the East side of Platte Canyon in CDOT's shoulder area. The Town proceeded to have all of the weeds cut down and removed to improve appearances adjacent to the Town.

### August Weather Report

- High of 95
- Low of 46
- 1.61" of precipitation



## 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	\$9,626.87	\$20,026.87
Mar	\$18,941.22	\$5,824.25	\$25,871.12
Apr	\$25,696.22	\$4,845.00	\$30,716.12
May	\$24,791.22	\$7,185.00	\$37,901.12
June	\$30,558.22	\$6,260.00	\$44,161.12
July	\$35,619.47	\$5,804.47	\$49,965.59
Aug	<b>\$41,766.42</b>	<b>\$13,718</b>	<b>\$63,683.59</b>
Sept	\$45,826.42		
Oct	\$56,006.92		
Nov	\$63,096.92		
Dec	\$66,986.04		

### August Total Stats

- Total paid before Court: 49
- Total on docket: 35
- Cases heard by Judge: 12
- Continuances: 6
- Failure to Appears: 7
- Stay of Executions: 5
- Classes Ordered: 1
- Bench Warrants 3
- Trials 0

## Community Development

### Wild Plum Farm

The first proof rolls of the street system were performed this month with multiple companies and organizations watching the results. The test is used to check the sub-grade for proper compaction and to locate any soft spots that could cause pavement issues in the future. It is performed by driving a fully loaded water truck up and down both sides of the street as well as in the center, creating ruts in any soft spots. These spots will be dug up and re-compacted before the final road base is applied.

Starting next week, curb and gutter will begin being poured and that will be followed by asphalt. Whether depending, the street system should be fully installed by the end of September.

The Fairway Lane widening project is still in the design phase and the window for 2018 completion is rapidly closing.

### Wild Plum Schedule—as of September 2018

Grading	Complete
Pipe & Sewer	Anticipated Complete by Sept.
Concrete	Next Week
Asphalt	Anticipated Complete by Oct. 1
Landscape	Start in the Fall
Model Homes	Start in the late Fall/early 2019
Fairway Widening	Currently in final design, TBD.
Platte Canyon	In final stages of completion.





# Columbine Valley Police Department

## Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

[www.columbinevalley.org](http://www.columbinevalley.org)

(303) 795-1434

Fax (303) 795-7325

## Columbine Valley P.D. Monthly Report September 2018

Full Time Positions	6 of 6
Part Time Positions	2 of 2
Regular / PTO hours	925/56
OT hours worked	2.5
Off Duty	0

### Statistics Report:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	SUM
Total	46	43	36	29	42	67	56	168					319
SPEEDING	20	12	14	6	8	13	16	26					89
PARKING	4	4	2	3	18	33	22	13					86
INSURANCE	0	5	2	4	1	4	2	3					18
FAIL TO STOP	13	19	7	3	10	9	4	0					65
OTHER	9	3	11	13	5	8	12	120					61
CV SUMMONS	26	30	22	13	31	48	34	148					204
BM SUMMONS	20	13	14	16	11	19	22	14					122

### Investigations Update:

8/6/2018	<input checked="" type="checkbox"/> F <input type="checkbox"/> M	BM-18-0126	1 <sup>st</sup> Deg. Crim. Tres.	Fenton, Todd	No suspect	8/24/2018
8/8/2018	<input checked="" type="checkbox"/> F <input type="checkbox"/> M	CV-18-0274	1 <sup>st</sup> Deg. Crim Tres.	Huelskamp, Josie	No suspect	8/24/2018
8/9/2018	<input checked="" type="checkbox"/> F <input type="checkbox"/> M	CV-18-0273	1 <sup>st</sup> Deg. Crim. Tres.	Mycock, Gary	No Suspect	8/24/2018
8/13/2018	<input checked="" type="checkbox"/> F <input type="checkbox"/> M	CV-18-0283	ID Theft	Nemkoz, Naomi	Suspect Identified	Date
8/17/2018	<input checked="" type="checkbox"/> F <input type="checkbox"/> M	CV-18-0285	Poss. Cont. Subs.	State	HOLD	Date
8/29/2018	<input checked="" type="checkbox"/> F	BM-18-0133	1 <sup>st</sup> Deg. Crim.	Band,	No Suspec	8/29/2018







BBERY IP									
naway									
NAWAY IP									
LECTIVE ENFORCEMENT IP*				36					36
Assault									
X ASSAULT IP									
ots Fired									
OTS FIRED IP									
ICIDE ATTEMPT IP									
ICIDE COMPLETED IP									
ICIDE THREAT IP									
SPICIOUS CIRCUMSTANCE IP		3							3
spicious Person									
SPICIOUS PERSON IP		1							1
spicious Vehicle									
SPICIOUS VEHICLE IP		10							10
eft			2						2
eft from Motor Vehicle			3						3
EFT FROM MOTOR VEHICLE IP									
EFT IP									
AFFIC ARREST IP			2						2
ffic Complaint			1						1
AFFIC COMPLAINT IP			4						4
AFFIC OBSTRUCTION IP									
AFFIC STOP IP		60							60
ANSPORT IP									
epass to Property									
epass to Vehicle			1						1
ESSPASS TO PROPERTY IP		1							1
ESSPASS TO VEHICLE IP									
KNOWN INJURY ACCIDENT IP									
LAWFUL ACTS IP		1							1
wanted Subject									
WANTED SUBJECT IP									
HICLE LOCKOUT IP									
ARRANT ARREST IP									
ARRANT PICKUP IP									
apons Violation									
EAPONS VIOLATION IP									
ELFARE CHECK IP		2							2
NING IP									
Total		90	82	76			1		249

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

**Date:** September 18, 2018

**Title:** Bow Mar IGA – Public Safety

**Presented By:** J.D. McCrumb, Town Administrator

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

**Background:** In an effort to provide the highest quality police, public safety and municipal court services to the citizens of Columbine Valley, the Town entered into an intergovernmental agreement with the Town of Bow Mar more than a dozen years ago.

This agreement was last reviewed and renewed in June of 2013 for a term of five years and is set to expire on December 31, 2018. The draft version attached and presented for consideration is generally unchanged from the current IGA excepting the fees outlined on Schedule A.

**Attachments:** Draft of IGA with the Town of Bow Mar for Public Safety

**Fiscal Impacts:** If the IGA was not approved there would be substantial operational and fiscal impacts.

**Staff Recommendations:** Approve the IGA as presented.

**Recommended Motion:** “I move to approve the intergovernmental agreement for public safety and municipal court services with the Town of Bow Mar as presented.”



INTERGOVERNMENTAL AGREEMENT  
(Public Safety and Municipal Court Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this day of June, 2018, effective as of January 1, 2019, by and between the Town of Columbine Valley, a Colorado municipal corporation ("Columbine"), 2 Middlefield Road, Columbine Valley, Colorado 80123 and the Town of Bow Mar, a Colorado municipal corporation, ("Bow Mar"), 5395 Lakeshore Drive, Bow Mar, Colorado 80123.

RECITALS

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

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

WHEREAS, both political subdivisions are authorized by law and desire to provide police protection and municipal court services for the benefit of the residents and visitors of their respective municipalities; and

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

WHEREAS, Columbine is willing and able to furnish such police services and court services to Bow Mar; and

WHEREAS, both parties desire to reduce the duplication of certain processes while at the same time furnish adequate services to the taxpayers of Bow Mar and Columbine; and

WHEREAS, police services and municipal court services can best be provided at the lowest possible cost by reducing duplication of certain processes; and

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

WHEREAS, each Town has passed a Resolution approving this Agreement

AGREEMENT

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

1. Police Services. For the period January 1, 2019 through December 31, 2023, Columbine agrees to provide the following police services to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors:

- A. Columbine police officers will patrol Bow Mar in a fashion consistent with good police procedure to establish visibility and to give police protection to Bow Mar residents and visitors and to otherwise enforce state law and the municipal ordinances of Bow Mar with respect to traffic and criminal violations.
- B. Columbine police officers will enforce the Model Traffic Code for Colorado, in Bow Mar, including state law violations.
- C. Columbine police officers shall appear in any relevant Court as witnesses in connection with incidents, arrests and other summons issued in connection with the performance of the general police duties described herein.

2. Municipal Court Services. For the period January 1, 2019 through December 31, 2023, Columbine agrees to provide municipal court services to Bow Mar residents and visitors in the same manner and frequency as similar services are provided to Columbine residents and visitors as follows:

- A. Municipal Court Clerks will provide services in a manner consistent with those services provided to Columbine;
- B. Columbine Municipal Court Judges will hear Model Traffic Code violations, which occur in Bow Mar, including state law violations which are subject to municipal court jurisdiction, as well as criminal municipal ordinance violations. In order to assist Columbine in providing municipal court services, Bow Mar shall provide Columbine with access to its court records upon the request of Columbine.
- C. The Columbine Town Attorney will prosecute violations on behalf of the Town of Bow Mar in a manner consistent with similar services provided to Columbine.

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of \$276,530, increased by the Denver/Boulder/Greeley CPI projected increase available in October 2018 from the Colorado Department of Local Affairs, for the term beginning January 1, 2019, and ending December 31, 2019. The increase utilized will be the average of the projection for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting. By way of example, the increase from October 2017 projection would have been 3.10%.
- B. Bow Mar shall pay to Columbine, the amount paid during the year 2019, increased by the Denver/Boulder/Greeley CPI “projected” increase available in October 2019 from the Colorado Department of Local Affairs, for the term beginning January 1, 2020, and ending December 31, 2020. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- C. Bow Mar shall pay to Columbine, the amount paid during the year 2020, increased by the Denver/Boulder/Greeley CPI “projected” increase available in October 2020 from the Colorado Department of Local Affairs, for the term beginning January 1, 2021, and ending December 31, 2021. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- D. Bow Mar shall pay to Columbine, the amount paid during the year 2021, increased by the Denver/Boulder/Greeley CPI “projected” increase available in October 2021 from the Colorado Department of Local Affairs, for the term beginning January 1, 2022, and ending December 31, 2022. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- E. Bow Mar shall pay to Columbine, the amount paid during the year 2022, increased by the Denver/Boulder/Greeley CPI “projected” increase available in October 2022 from the Colorado Department of Local Affairs, for the term beginning January 1, 2023, and ending December 31, 2023. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.



4. Scope of Services.

- A. Columbine will endeavor to maintain a police force of six (6) full time police officers. However, this is a desire of the parties, and not a requirement of the terms of this Agreement. Columbine anticipates supplementing its police force from time to time with part-time and reserve police officers, as needed, in order to provide optimum coverage.
- B. Bow Mar and Columbine agree that the available patrol hours (which hours do not include, holidays, sick time, vacations, training, officer administrative duties, etc.) from a police force of six full time officers should be adequate to provide the desired 24 hour, 7 day a week coverage to Bow Mar and Columbine.
- C. All personnel employed under the terms of this Agreement shall wear the standard uniform as prescribed by the Columbine Valley Police Department. All Columbine police officers shall be under the supervision of the Marshal of Columbine.
- D. The Columbine Valley Marshal or his designee shall attend monthly Town Trustee meetings of the Town of Bow Mar as well as special meetings as may be needed.
- E. All records relating to traffic summons and complaints, criminal complaints, arrests and investigations, shall be maintained at the direction of Columbine.
- F. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning police and municipal court services, as agreed upon by the parties.
- G. Except as otherwise provided herein, Columbine will provide all labor, personnel, equipment, supplies and communication systems deemed necessary for the performance of the duties and services herein.
- H. In connection with providing such labor and systems, Columbine will maintain control of the systems, including their maintenance, supervision and use. The Columbine Town Marshal shall establish the standards of performance of the police officers, the discipline of all police officers, control of personnel and the assignment of individuals to carry out the functions contemplated in this Agreement.

5. Indemnification and Insurance.

- A. Columbine shall obtain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar as an additional insured with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar town employees, including any negligence, liability or intentional acts of such employees. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, of all Columbine personnel, and shall hold harmless Bow Mar and indemnify Bow Mar from any claim for or payment of compensation for injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.
- D. Bow Mar agrees to indemnify and hold Columbine harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred as a result of the actions of Bow Mar, its employees, representatives or agents, prior to January 1, 2005. In the event a claim is brought against Columbine for any liability as described in this paragraph 5D then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorneys fees incurred by Columbine in connection therewith.
- E. Columbine agrees to indemnify and hold Bow Mar harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred as a result of the actions of Columbine, its employees, representatives or agents, subsequent to January 1, 2005. In the event a claim is brought against Bow Mar for any liability as described in this paragraph 5E, then Columbine agrees to defend said claim on behalf of

Bow Mar, at its own expense and shall reimburse Bow Mar for any and all attorneys fees incurred by Bow Mar in connection therewith.

6. Continuation of Agreement.

Should either party desire to continue this Agreement for the year 2024 or later, either party shall provide written notice to the other of its desire to renew this Agreement no later than the 31<sup>st</sup> day of March 2023. The parties will then use good faith negotiations to negotiate the terms of a new agreement prior to June 30, 2023.

7. Termination of Agreement.

This Agreement may be terminated prior to the expiration of the term or any extensions herof as follows:

Either party, upon six months prior written notice, may terminate this Agreement. In such event each party shall be responsible for its own costs incurred by reason of the termination.

8. Miscellaneous

A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated representatives, to the Columbine Town Marshal, concerning the conduct of police services or the Columbine Town Clerk/Administrator concerning the conduct of the Columbine Municipal Court. Bow Mar confirms that it has adopted the Model Traffic Code for Colorado municipalities in the State of Colorado. Bow Mar confirms that it has decriminalized traffic offenses and treats all violations of the Model Traffic Code as civil matters (otherwise known as traffic infractions) in the same manner as Columbine. Bow Mar confirms that it has also authorized the assessment of a Drug Surcharge in the same manner as Columbine. Bow Mar shall provide all necessary copies of all ordinances which are to be enforced by the Columbine police department in conformance with this Agreement and such ordinances shall have been certified by the Bow Mar Town Clerk, as true copies of the ordinances in his/her possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney certifying that the ordinances were properly adopted and in his opinion are valid and enforceable.

B. Notwithstanding any other term, condition or provision herein, each and every obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.



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

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

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

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

This Agreement shall be effective on the 1<sup>st</sup> day of January, 2019.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and approved by the Board of Trustees of the Town of Bow Mar on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

Town of Columbine Valley, Colorado

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

Attest: \_\_\_\_\_

Town of Bow Mar, Colorado

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

Attest: \_\_\_\_\_

## SCHEDULE A

Payment schedule for calendar year 2019:

TBD pursuant to terms of Agreement, See paragraph 3, A

Payment schedule for calendar year 2020:

TBD pursuant to terms of Agreement, See paragraph 3, B

Payment schedule for calendar year 2021:

TBD pursuant to terms of Agreement, See paragraph 3. C

Payment schedule for calendar year 2022:

TBD pursuant to terms of Agreement, See paragraph 3, D.

Payment schedule for calendar year 2023:

TBD pursuant to terms of Agreement, See paragraph 3. E.





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

**Date:** September 18, 2018

**Title:** Bow Mar IGA – Building Department

**Presented By:** J.D. McCrumb, Town Administrator

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

**Background:** In October of 2016, the Towns of Columbine Valley and Bow Mar entered into an agreement by which the Town of Columbine Valley would provide building department services to the Town of Bow Mar. The initial term of the agreement was renewed in November of 2017. It is the desire of both Towns to extend the agreement for an additional two years through December 31, 2020.

**Attachments:** Draft of IGA with the Town of Bow Mar for Building Dept. Services

**Fiscal Impacts:** The terms of the IGA are for \$25,000 per year, for two years. This reduction from \$40,000 is due to an evaluation of actual costs that was requested by the Town of Bow Mar.

**Staff Recommendations:** Approve the IGA as presented.

**Recommended Motion:** “I move to approve the intergovernmental agreement for building department services with the Town of Bow Mar as presented.”

INTERGOVERNMENTAL AGREEMENT  
(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, effective as of January 1, 2019, by and between the Town of Columbine Valley, a Colorado municipal corporation ("Columbine"), 2 Middlefield Road, Columbine Valley, Colorado 80123, and the Town of Bow Mar, a Colorado municipal corporation ("Bow Mar"), 5395 Lakeshore Drive, Bow Mar, Colorado 80123.

RECITALS

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

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

WHEREAS, both political subdivisions require administrative services (as defined below) which benefit the residents and visitors of their respective municipalities; and

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

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

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

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

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

1. Line of Authority. The Mayor of Bow Mar (the "Authorized Representative") is hereby designated as Authorized Representative of Bow Mar for the purpose of administering, coordinating and approving the Services (as defined below) performed by Columbine on behalf of Bow Mar under this Agreement. Without limiting the foregoing, however, to the extent the Services performed under this Agreement specifically fall within or under the scope of one or more of the administrative departments of a Trustee of Bow Mar, as per the Bow Mar, Colorado, Municipal Code (the "Bow Mar Code"), then the Authorized Representative shall have the option to designate, or not designate, such Trustee, as applicable, as the Authorized Representative for such specific Services within the scope of such administrative department.

2. Administrative Services. For the period January 1, 2019, through December 31,



2020 (the "Initial Term"), Columbine agrees to provide the following Building Department services (collectively, the "Services") to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors and in all instances in compliance with applicable laws, including, without limitation, the Bow Mar Code:

- A. **Contractor Licensing:** Functions will include the production of forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine Valley; provided, however, that in the event Bow Mar has existing forms, Columbine will utilize such existing forms until depleted.

Columbine Valley will collect and process application forms and all associated information including copies of state licenses (as applicable) and proof of general liability and workers' compensation (as applicable) insurance with the Towns of Bow Mar and Columbine Valley listed as "additional or also insured". Columbine will also collect all licensing fees (which such amounts and processes will correspond with the Town of Columbine Valley), and the issuance of paper certificates in person or by mail.

All contractors' licenses will be for the calendar year (January 1 - December 31) with a 50% reduction of rate after July 1. Current licenses issued and costs are available for review will be on the Columbine and Bow Mar web sites. Payments for licenses are to be check or money order. No cash payments will be accepted. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar.

Concurrently with the activation of this Agreement, Bow Mar shall adopt any and all ordinances making official the licensing of Contractors, which such licensing shall be effective as of January 1, 2017.

- B. **Building/Demolition Permits:** All permits will be administered and issued according to the following provisions. Columbine will accept permit application packets at the Columbine Valley Town Hall during normal business hours. Columbine will produce the application forms, which may be made available on the Bow Mar Town website and at the Columbine Valley Town Hall. All forms will feature Bow Mar branding but will otherwise mirror that of Columbine, except as provided herein. All permits will be based on full contract price.

Documents collected at the time of application submittal will include

appropriate approval of the governing body designated by the Bow Mar Board of Trustees, Bow Mar contractor's license (or application), and a signed copy of the contract or other reasonable documentation between the contractor and the homeowner (used to verify scope of work and valuation of project).

Audits may be initiated by either the homeowner/contractor or Bow Mar at the conclusion of the process should either party believe that the permit price does not accurately reflect the total valuation as stated at the time the permit was issued. In no event shall Columbine be responsible for the cost of such an Audit or be liable for any refunds which may be due and owing. Any such expense shall be the responsibility of Bow Mar.

This Agreement between Bow Mar and Columbine does not include the audit process, which would need to be conducted by Bow Mar.

Other documents, such as engineering letters, two sets of plans (paper and digital if larger than 11x17"), soil reports, etc. may be required based on the scope of the project.

It is acknowledged by the parties that Bow Mar has not enacted a sales and use tax but that Bow Mar may consider such a measure in the future and the Services will include the implementation and collection of such tax on the account of Bow Mar.

Once a complete application packet has been submitted, Columbine will coordinate the review of the plans (as appropriate) with a plans reviewer selected by Bow Mar. This reviewer will be responsible for picking up and dropping off reviewed plans at the Columbine Valley Town Hall. The reviewer is responsible for identifying any additional approvals required by Bow Mar and alerting Columbine of any application deficiencies. The reviewer is also responsible for completing a punch list of required inspections and submitting that to Columbine at the time reviewed plans are returned. Once ready, Columbine will contact the applicant and alert them that the permit is ready for pick up at the Columbine Valley Town Hall and of the final permit cost. Payments for permits are to be check or money order. No cash or credit card payments will be accepted.

Columbine Valley will not be responsible for the performance or abilities of the Bow Mar plans reviewer or building inspector(s) and will not be held in any way liable for their performance or quality/results of work. All permissions, variances, releases and approvals are the responsibility of Bow Mar and its inspectors. Permits will not be issued until all

predetermined criteria are met and approved by Bow Mar. Columbine will not be held responsible or liable for work performed by any permit holder after the permit has been issued.

Demolition permits are issued only on total building removal for a flat fee as per the Bow Mar schedule of fees (currently, \$1,000.00). Inspections will be scheduled prior to demolition to verify utility shut-offs.

- C. **Inspection Scheduling:** Inspections will be coordinated through Bow Mar building inspector and/or the State of Colorado as appropriate.

By Monday morning of each week, Bow Mar will provide to Columbine a hard copy or digital list of inspections completed over the last seven days. Information shall include address, type of inspection, status (pass/fail/notes) and such other pertinent information that may be requested by Columbine.

- D. **Record Keeping:** Columbine will create and maintain a Building Department Log for Bow Mar. This paper log will document all registered contractors and issued building permits. While the format of this log may vary slightly from year to year, it will generally contain the following information for contractors: license number, issue date, license type, state license verified, insurance verification and expiration dates, contact information and confirmation of payment; and the following information for permits issued: permit numbers, contractor contact information, project description, fee breakdown, issue date and confirmation of payment.

Digital records will also be kept by address, and include permit applications, application packets, building permits, inspection cards, inspection slips, and certificates of occupancy.

Paper records will be kept at the Columbine Valley Town Hall in accordance with the Colorado Records Retention Schedule. They will be made available to Bow Mar elected officials and staff at any time by request and to the general public per Columbine open records request policy.



- E. **Reports and Administration:** Reports will be produced each week and will be sent electronically to the Bow Mar Building Commissioner, Bow Mar Finance Commissioner and the Bow Mar Town Clerk. Monthly reports will include permits issued and cost breakdowns of each permit, inspections conducted, and licenses issued and fees collected. Columbine will provide information to county assessor's offices as requested. All fees will belong to Bow Mar and shall be remitted to Bow Mar on a periodic basis as mutually agreed by Columbine and Bow Mar. Notwithstanding anything contained in this Agreement to the contrary, permit fees shall be based upon the schedule of fees promulgated by Bow Mar from time to time.

Additionally, the Columbine Valley Building Department Assistant and/or Town Administrator will be available for one monthly meeting with Bow Mar representatives (Mayor, Building Commissioner, Clerk, etc.) to be established at a predetermined time during regular business hours and to last no more than one hour after the initial start-up period which should last no more than three months. In addition and by request, the Columbine Valley Town Administrator will either attend or send a representative to the Bow Mar Trustee's meeting once per calendar quarter and Bow Mar shall have the right to reasonably request additional attendance on as needed basis. Columbine reserves the right to request additional meetings as needed. All meetings will be held at the Columbine Valley Town Hall during regular business hours.

Columbine Valley's Town Administrator will be Bow Mar's primary contact and will supervise all employees. Performance concerns and/or any performance reviews should be submitted to the Town Administrator and copied to the Mayor of Columbine Valley for them to address as they see reasonable.

- F. **Customer Service:** All citizens, vendors, contractors, etc. will be treated equally be they from Columbine or Bow Mar. In the execution of this Agreement, Columbine will provide a dedicated telephone line for Bow Mar Building Department Business. Phone calls are answered on a first come-first serve basis, and will be answered as "Town Hall". Customers in the Columbine Valley Town Hall will always have precedence over phone calls, with messages returned as promptly as possible.

Building Department information posted on the Bow Mar web site will be the responsibility of Bow Mar. Columbine will be responsible for providing to the Bow Mar Building Commissioner information and forms as/if they change and noting errors and inconsistencies on occasion but will not serve as Bow Mar's web master and will not be held responsible

for web site content. Columbine will not make any reference to the Bow Mar Building Department on its town web site.

While there is a drop box outside of the front door at the Columbine Valley Town Hall, citizens and customers are discouraged from using this box outside of business hours and the Staff of Columbine won't be held responsible for items left inside the box.

Very rarely, staffing or weather issues require the Columbine to close Town Hall during normal business hours. While every precaution is taken to avoid such occurrences, the Town will not be held responsible should a citizen of Bow Mar require assistance during such times.

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of \$25,000.00 per full calendar year of the Term (as defined below), appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.
- B. Payment shall be made in accordance with the terms set forth in Schedule A, which is attached to and incorporated by reference herein, appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.

4. Scope of Services.

- A. Columbine will only provide Staff resources in connection with the Services to be provided under the terms of this Agreement. All other expenses, including transition costs, office supplies and equipment, and the like shall be agreed to by the Authorized Representative in advance and billed by Columbine directly to Bow Mar on a monthly basis to be paid within thirty (30) days of invoicing.
- B. Bow Mar shall appoint and/or hire all building inspectors independently of this Agreement and shall be responsible for the payment of all fees and costs associated therewith.
- C. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar Town employees, including any negligence or intentional acts of such employees, Trustees or Mayor.

- D. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning the Services, as agreed upon by the parties.
- E. Columbine and its Staff shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Columbine's community and region. All work product of the Staff under this Agreement and related to Bow Mar shall remain owned and controlled by Bow Mar.
- F. Columbine agrees that no official, officer or employee of Columbine shall have any personal or beneficial interest whatsoever in the Services or property described herein. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Columbine by placing Columbine's own interests, or the interest of any party with whom Columbine has a contractual arrangement, in conflict with those of Bow Mar.
- G. Columbine is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all Staff assigned by Columbine to perform work under this Agreement shall be and remain at all times, employees of Columbine for all purposes. It is agreed that Columbine shall have direct control with respect to the manner and performance of Services. Columbine and the Staff are not entitled to workers' compensation or unemployment benefits through Bow Mar and Columbine is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.
- H. The parties hereto understand and agree that both Bow Mar and Columbine; their respective trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to Columbine and Bow Mar.
- I. Columbine agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to Bow Mar and make available for inspection and audit upon request by the Authorized Representative, the Bow Mar Board of Trustee or any of their authorized representatives, all of its records associated with the Services performed under this Agreement.



5. Indemnification and Insurance.

- A. Columbine shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar (and, as applicable, the Trustees and Mayor) as an additional insureds and/or loss payees with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar Town Trustees and Mayor, or for Bow Mar town employees or contractors, including any negligence, liability or intentional acts of such employees, contractors, Trustees or Mayor. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances, resolutions and contracts.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, including, without limitation, all insurance as required by law, of all Columbine personnel, and shall indemnify, defend and hold harmless Bow Mar from any claim for or payment of compensation for injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.
- D. Bow Mar agrees to indemnify, defend and hold Columbine harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred during the Term hereof as a result of the actions of the Town of Bow Mar, the Board of Trustees and Mayor, and the employees, representatives or agents of Bow Mar, including "in-process" permits Columbine has taken over as provided in paragraph 2F of this Agreement. In that regard, Bow Mar shall maintain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any such insurance contract shall name Columbine as an additional insured. Columbine shall be provided with a copy of the Certificate of Insurance which shall provide that the insurance will not be cancelled or modified unless there has been

thirty (30) days prior notification to Columbine and the opportunity to review the insurance contract. In the event a claim is brought against Columbine for any liability as described in this paragraph 5D, then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorney's fees incurred by Columbine in connection therewith.

- E. Columbine agrees to indemnify, defend and hold Bow Mar harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred during the Term hereof as a result of the actions of Columbine, the Staff and/or the Columbine its employees, representatives or agents, subsequent to the commencement of the Initial Term. In the event a claim is brought against Bow Mar for any liability as described in this paragraph 5E, then Columbine agrees to defend said claim on behalf of Bow Mar, at its own expense and shall reimburse Bow Mar for any and all attorney's fees incurred by Bow Mar in connection therewith.

6. Term; Termination.

- A. The term of this Agreement (the "Term") shall consist of the Initial Term and any renewal of the Term as provided below in subsection B. From and after the Initial Term, either party may terminate this Agreement, with or without cause, upon six (6) months prior written notice. In such event, each party shall be responsible for its own cost incurred by reason of the termination.
- B. Should either party desire to continue this Agreement for the calendar year 2021, or later (which such extension(s) shall become part of the Term), the parties shall provide written notice to the other of its desire to renew this Agreement no later than the December 1<sup>st</sup> of the applicable calendar year, in which event the parties shall then use good faith efforts to negotiate the terms of an amendment to this Agreement prior to December 31<sup>st</sup> of such year. In the event the parties are negotiating in good faith and intend to agree upon an amendment extending the Term of this Agreement, but such amendment has not been finalized by the deadline set forth above, the parties can elect to continue the terms of the then existing Agreement by written notice to the other party to allow for the finalization of the applicable amendment.

- C. Upon termination of this Agreement, Columbine will return to the Bow Mar all records, notes, documentation and other items that were used, created, or controlled by Columbine during the Term of this Agreement.

7. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated Authorized Representatives, and to Columbine Valley Town Administrator concerning the conduct of the Services. Bow Mar shall provide necessary copies of all ordinances, resolutions and contracts which are to be relied upon by Columbine in the performance of its Services under this Agreement. Such ordinances shall have been certified by the Bow Mar Clerk, as true copies of the ordinances by the current Bow Mar Clerk as true copies of the ordinances in his/her possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney, certified that the ordinances were properly adopted and in his/her opinion, are valid and enforceable.
- B. Notwithstanding any other term, condition or provision herein, each and every obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.
- C. Neither party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.
- D. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this



Agreement, or the breach thereof, shall be only in the Arapahoe County District Court.

- F. This Agreement, including the Schedule attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.
- G. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall recover reasonable expenses, including reasonable attorney's fees.
- H. Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, addressed to the notified party at the address set forth above or as changed by notice given pursuant to this Section.

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

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

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

- M. Columbine, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Columbine or divulge, disclose, or communicate in any manner, any information that is proprietary to Bow Mar. Columbine and its Staff, employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

This Agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the \_\_\_\_ day of \_\_\_\_\_, 2018, and approved by resolution by the Board of Trustees of the Town of Bow Mar on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

Town of Columbine Valley, Colorado

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

Attest: \_\_\_\_\_

Town of Bow Mar, Colorado

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

Attest: \_\_\_\_\_

## SCHEDULE A

### Payment schedule for calendar year 2019:

January 1, 2019	\$6,250
March 1, 2019	\$6,250
July 1, 2019	\$6,250
October 1, 2019	\$6,250

### Payment schedule for calendar year 2020:

January 1, 2020	\$6,250
March 1, 2020	\$6,250
July 1, 2020	\$6,250
October 1, 2020	\$6,250





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

**Date:** September 18, 2018

**Title:** Resolution #9, 2018 - 2018/2019 Town Goals

**Presented By:** J.D. McCrumb, Town Administrator

**Prepared By:** Clay Brown, DOLA; J.D. McCrumb, Town Administrator

**Background:** The Town of Columbine Valley Trustees held their annual working retreat on August 14, 2018. Facilitated by Mr. Clay Brown from the Colorado Department of Local Affairs, the Trustees discussed and drafted four broad goals with accompanying action points to help guide Trustee decision making and staff action through 2019.

**Attachments:** Resolution #9, Series of 2018  
Draft copy of Town Goals

**Fiscal Impacts:** No fiscal impact is anticipated.

**Staff Recommendations:** "I move to approve the 2018/19 Town Goals as presented."

Or

"I move to approve the 2018/19 Town Goals with the following changes....."

RESOLUTION NO. 9  
SERIES OF 2018

A RESOLUTION CONCERNING GOALS FOR THE BOARD OF TRUSTEES OF THE  
TOWN OF COLIMBINE VALLEY

WHEREAS, The Board of Trustees ("Board") and members of Town staff met to collaborate on future goals for the Board for the years 2018 and 2019, at the Board Annual Retreat, on August 14, 2018; and

WHEREAS, during the Retreat, the Board established goals for the years 2018 and 2019; and

WHEREAS, the Board now desires to adopt these goals in order to better protect the health, safety and welfare of the citizens of the Town.

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

Section 1. The Board of Trustees hereby adopts and establishes goals for the Town of Columbine Valley, for the years 2018 and 2019, as set forth in the "2018/2019 Columbine Valley Town Goals" attached hereto as Exhibit A and incorporated by reference herein.

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.

PASSED, ADOPTED AND APPROVED by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against this 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
JD McCrumb, Clerk

\_\_\_\_\_  
Richard Champion, Mayor



## **2018/2019 COLUMBINE VALLEY TOWN GOALS**

### **GOAL: MAINTAIN HIGH LEVEL OF SERVICES FOR COMMUNITY**

#### **ACTION ITEMS:**

- Recruit and retain a highly skilled town staff
- Ensure continuity of operations and functions of the Town
- Promote and support continual training and development of staff

### **GOAL: MAXIMIZE INTERNAL AND EXTERNAL RELATIONSHIPS**

#### **ACTION ITEM:**

- Enhance communication both to and from the following constituencies;
  - The residents and homeowners of Columbine Valley
  - The Town's 11 HOA's
  - The Columbine Country Club
  - Neighboring jurisdictions including the Town of Bow Mar, City of Littleton and Arapahoe County

### **GOAL: MAINTAIN AND ENHANCE THE FISCAL HEALTH AND RESPONSIBILITY OF THE TOWN**

#### **ACTION ITEMS:**

- Maintain a fiscally constrained and comprehensive Capital Improvement Program
- Adopt additional financial policies relating to Capital Funds, Reserve Funds and Investments
- Explore the possibility of expanding the Town's tax base

### **GOAL: MAINTAIN THE QUALITY AND CHARACTER OF COLUMBINE VALLEY**

#### **ACTION ITEMS:**

- Complete an update to the Town's Master Plan
- Monitor the development of the properties on Watson Lane
- Identify opportunities to utilize the Town's Open Space Funds for the betterment of the Community
- Make improvements to pedestrian safety



From: galechristy@comcast.net [mailto:galechristy@comcast.net]  
Sent: Monday, September 03, 2018 12:18 PM  
To: JD McCrumb  
Subject: CV Town Goals

JD - - The Town Goals look great. I do have 2 additions for your consideration.

Under the 4th goal (character etc.) add "Maintain positive relationships with CCC."

Also under the 4th goal, add "Maintain and insure the high quality of our residential neighborhoods."

— That's it. If you think my additions are redundant or unnecessary—feel free to "junk 'em".

Gale  
Sent from my iPhone



**Request for Board of Trustee Action**

**Date:** September 18, 2018

**Title:** Trustee Bill #5, Series of 2018: Moratorium on Enforcement

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

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

**Background:** The Town has recently received a letter from the American Civil Liberties Union regarding Columbine Valley Municipal Code 9.12.020, an ordinance addressing vagrancy.

**Attachments:** Trustee Bill #5, Series of 2018  
Letter from ACLU  
Columbine Valley Municipal Code 9.12.020

**Staff Recommendations:** Approve as presented

**Recommended Motion(s):** "I move to approve Trustee Bill #5, Series of 2018 as presented."

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 5  
SERIES OF 2018

INTRODUCED BY  
TRUSTEE: BRUCE MENK

A BILL

FOR AN ORDINANCE TEMPORARILY PROHIBITING THE ENFORCEMENT OF  
COLUMBINE VALLEY MUNICIPAL CODE SECTION 9.12.020, VAGRANCY.

WHEREAS, Section 9.12.020 of the Municipal Code of the Town of Columbine Valley prohibits the act of vagrancy in the Town; and

WHEREAS, The Town received correspondence dated August 28, 2018 from the American Civil Liberties Union("ACLU"), asserting that said code section violates the First Amendment of the Constitution and is legally indefensible and demanded that the Town take steps to repeal Section 9.12.020; and

WHEREAS, The Town will require time to review and study the allegations of the ACLU; and

WHEREAS, The Town is not currently experiencing any vagrancy problems; and

WHEREAS, the power to impose a limited moratorium is within the general police power granted to statutory towns under C.R.S. 31-23-301, *et seq* and C.R.S. 29-20-104; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley finds that it is necessary and reasonable to prohibit the enforcement of its vagrancy ordinance for a reasonable period of time;

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Columbine Valley, Colorado:

Section 1. The enforcement of Section 9.12.020 of the Municipal Code of the Town of Columbine Valley, titled Vagrancy, shall not be enforced until 12:00 a.m. on May 31, 2019, unless Section 9.12.020 is either earlier amended or repealed.

Section 2. That 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 as such by the 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. In the opinion of the Board of Trustees, this Ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley, Colorado, and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 5, Series of 2018, at a regular meeting of the Board of Trustees held at the Columbine Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 18<sup>th</sup> day of September, 2018, passed by a vote of \_\_\_\_ for and \_\_\_\_ against; and ordered published in the Littleton Independent Newspaper.

\_\_\_\_\_  
Richard Champion, Mayor

Attest: \_\_\_\_\_  
JD McCrumb, Town Clerk

Published: \_\_\_\_\_ in the Littleton Independent Newspaper



NATIONAL LAW CENTER  
ON HOMELESSNESS & POVERTY

Nathan Woodliff-Stanley, Executive Director  
Mark Silverstein, Legal Director

August 28, 2018

**SENT VIA ELECTRONIC MAIL:** [boardoftrustees@columbinevalley.org](mailto:boardoftrustees@columbinevalley.org)

Richard Champion, Mayor  
Town of Columbine Valley  
2 Middlefield Rd.  
Columbine Valley, CO 80123

*Re: Town of Columbine Valley Loitering Ordinance*

Dear Mayor Champion:

Your municipality is one of several in Colorado with a municipal code that broadly criminalizes begging. Columbine Valley Municipal Code § 9.12.020. The ordinance not only unfairly targets poor and homeless persons whose pleas for assistance are protected by the First Amendment, but it is also legally indefensible. We write to ask that Columbine Valley immediately initiate the steps necessary to repeal the ordinance and take it off the books. While the process of repeal is unfolding, law enforcement should be instructed not to enforce this ordinance.

In recent years, this nation and Colorado have seen a marked uptick in enforcement of laws that effectively criminalize homelessness and extreme poverty, including many laws that prohibit individuals from peacefully asking passersby for help.<sup>1</sup> Not only do these anti-begging ordinances violate the constitutional rights of impoverished people, but they are costly to enforce and serve to exacerbate problems associated with homelessness and poverty. Harassing, ticketing and/or arresting poor persons for asking for help is inhumane, counterproductive and, in most cases, illegal. That is why the ACLU has devoted considerable resources in recent years to reviewing and sometimes challenging such ordinances here in Colorado.<sup>2</sup>

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<sup>1</sup> See National Law Center on Homelessness and Poverty, *Housing Not Handcuffs: The Criminalization of Homelessness in U.S. Cities* (2016), <https://www.nlchp.org/documents/Housing-Not-Handcuffs>.

<sup>2</sup> Following are examples of ACLU actions aimed at challenging laws that criminalize peaceful solicitation of charity:

### ***Solicitation of charity is protected by the First Amendment.***

It is well-settled that peacefully soliciting charity in a public place is protected by the First Amendment. See, e.g., *Village of Schaumburg v. Citizens for a Better Env't*, 444 U.S. 620, 632 (1980) (“[C]haritable appeals for funds, on the street or door to door, involve a variety of speech interests – communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes – that are within the protection of the First Amendment.”). As the Second Circuit explained more than twenty years ago, this constitutional protection applies not just to organized charities, but also to the humblest solitary beggar asking for spare change to get through the day:

Begging frequently is accompanied by speech indicating the need for food, shelter, clothing, medical care or transportation. Even without particularized speech, however, the presence of an unkempt and disheveled person holding out his or her hand or a cup to receive a donation itself conveys a message of need for support and assistance. We see little difference between those who solicit for organized charities and those who solicit for themselves in regard to the message conveyed. The former are communicating the needs of others while the latter are communicating their personal needs. Both solicit the charity of others. The distinction is not a significant one for First Amendment purposes.

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- In 2013, Colorado Springs repealed an ordinance establishing a “Downtown No Solicitation Zone” after the ACLU obtained a preliminary injunction. As part of the settlement in that case, Colorado Springs paid the ACLU \$110,000 in attorneys’ fees.
  - In early 2015, the ACLU filed a class action lawsuit challenging Fort Collins’s enforcement of its panhandling ordinance. After legal briefing on the ACLU’s motion for a preliminary injunction, Fort Collins repealed all of the challenged provisions. As part of the subsequent settlement, Fort Collins paid the ACLU \$82,500 in attorney’s fees.
  - Later in 2015, a federal judge ruled in an ACLU case that Grand Junction’s panhandling ordinance violated the First Amendment. *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276 (D. Colo. 2015). Grand Junction repealed the ordinance and paid the ACLU \$330,000 in attorneys’ fees.
  - In October 2015, in response to a letter from the ACLU, Colorado Springs dismissed hundreds of panhandling charges against individuals who had been cited for peacefully soliciting charity with a sign. In 2016, the City repealed one of its panhandling ordinances and revised the other to leave in place only those provisions to which the ACLU does not object.
  - In 2016, in response to letters from the ACLU, 34 jurisdictions across Colorado agreed to repeal local ordinances identical to Columbine Valley’s that prohibited “loitering . . . for the purpose of begging.”



*Loper v. New York Town Police Department*, 999 F.2d 699, 700 (2d Cir. 1993).<sup>3</sup>

In 2015, during the litigation of the ACLU's successful challenge to Grand Junction's panhandling ordinance, the federal district court in Colorado similarly underscored the significance of panhandling's communicative function:

This court believes that panhandling carries a message. Often, a request for money conveys conditions of poverty, homelessness, and unemployment, as well as a lack of access to medical care, reentry services for persons convicted of crimes, and mental health support. The City's attempt to regulate this message is an attempt to restrain the expression of conditions of poverty to other citizens.

*Browne v. City of Grand Junction*, 2015 U.S. Dist. Lexis 73834, \*\*12-13 (D. Colo. June 8, 2015).

In the years since the *Loper* decision, numerous courts have held that regulations or outright prohibitions of panhandling violate the First Amendment.<sup>4</sup> Indeed, since the landmark *Reed v. Gilbert* Supreme Court case in 2015,<sup>5</sup> there has been a flood of First Amendment challenges to panhandling ordinances around the country. Every panhandling ordinance challenged in federal court since *Reed* – 25 to date – has been found constitutionally deficient, including the City of Grand Junction's ordinance challenged by the ACLU.<sup>6</sup>

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<sup>3</sup> Notably, the New York City ordinance at issue in the *Loper* decision was very similar to the ordinance at issue in this letter. The ordinance provided that a person commits a crime when he "[l]oiter[s], remains or wanders about in a public place for the purpose of begging." *Loper*, 999 F.2d at 701. The court held that the ordinance violated the First Amendment. *Id.* at 706.

<sup>4</sup> See, e.g., *Speet v. Schuette*, 726 F.3d 867, 870 (6th Cir. 2013) (invalidating Michigan's anti-begging statute, which "bans an entire category of activity that the First Amendment protects"); *Clatterbuck v. City of Charlottesville*, 708 F.3d 549 (4th Cir. 2013) (subjecting regulation of solicitation to strict scrutiny); *ACLU of Idaho v. City of Boise*, 998 F. Supp. 2d 908 (D. Idaho 2014) (issuing preliminary injunction); *Kelly v. City of Parkersburg*, 978 F. Supp. 2d 624 (S.D. W. Va. 2013) (issuing preliminary injunction); *Guy v. County of Hawaii*, 2014 U.S. Dist. Lexis 132226 (D. Hawaii Sept. 19, 2014) (issuing temporary restraining order).

<sup>5</sup> In *Reed*, the Supreme Court clarified that "a speech regulation targeted at specific subject matter [e.g. requests for donations] is content based even if it does not discriminate among viewpoints within that subject matter," and is thus subject to strict scrutiny. *Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218, 2230-31 (2015).

<sup>6</sup> See, e.g., *Norton v. City of Springfield, Ill.*, 806 F.3d 411 (7th Cir. 2015) (anti-panhandling statute is content-based and subject to strict-scrutiny); *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276, 1287 (D. Colo. 2015) (same); *Thayer v. City of Worcester*, 144 F. Supp. 3d 218 (D. Mass. 2015) (same), *vacated*, 135 S. Ct. 2887 (2015), *declaring ordinance unconstitutional on remand*, 2015 WL 6872450, at \*15 (D. Mass. Nov. 9, 2015)); see also National Law Center on Homelessness and Poverty, *Housing Not Handcuffs: A Litigation Manual* (2017), <https://www.nlchp.org/documents/Housing-Not-Handcuffs-Litigation-Manual>.



***Columbine Valley's ordinance violates the First Amendment.***

The Columbine Valley ordinance prohibiting begging is far broader than many of the anti-panhandling regulations that courts have struck down in recent years. It prohibits passively, silently, and nonintrusively sitting with a sign that asks for charity, and it applies everywhere in the municipality. The ordinance could not survive a legal challenge.

We have learned of several jurisdictions that are actively enforcing outdated anti-begging ordinances – whether by means of citations, warnings, or move-on orders. We understand, however, that some municipalities may have no intention of enforcing this ordinance but have nevertheless allowed it to stay on the books. Your municipality may be one such jurisdiction. Even if that is the case, it is important to remove this archaic law from the municipal code. Leaving the law on the books raises the very real possibility that, at some point in the future, an energetic law enforcement officer will review the entirety of the municipal code and begin enforcing the ordinance.

***Required Action***

Based on the foregoing, we ask Columbine Valley to take the following immediate actions:

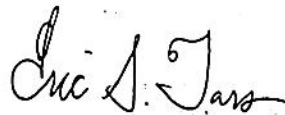
- 1. Stop enforcing Sec. 9.12.020. This requires instructing any law enforcement officers charged with enforcing the municipal code that Sec. 9.12.020 is not to be enforced in any way, including by issuance of citations, warnings, or move-on orders.**
- 2. Immediately initiate the steps necessary to repeal Sec. 9.12.020.**
- 3. If there are any pending prosecutions under Sec. 9.12.020, dismiss them.**

Please provide a written response to this letter by **September 4, 2018**.

Sincerely,



Rebecca Wallace  
Staff Attorney and Senior Policy  
Counsel  
ACLU of Colorado  
303 E. 17<sup>th</sup> Avenue, Ste. 350



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Cc. Columbine Valley Town Attorney Lee Schiller - [lschiller@wsmpc.com](mailto:lschiller@wsmpc.com)

9.12.020 Vagrancy. It is unlawful for any person to commit the act of vagrancy in the town. The following acts shall constitute vagrancy:

A. Any person found loitering or strolling in, about, or upon any street, lane, avenue, alley or any other public way or public place, or at any public gathering or assembly, or in or around any store, shop, or business or commercial establishment, or on any private property or place without lawful business and conducting himself in a lewd, wanton or lascivious manner in speech or behavior;

B. Any person upon whose person or in whose possession is found any instrument, tool, or other implement for picking locks or pockets, or any implement that is usually employed or that reasonably may be inferred is designed to be employed in the commission of any felony, misdemeanor or in the violation of any ordinance;

C. Any person wandering out and occupying, lodging, or sleeping in any vacant or unoccupied barn, garage, shed, shop or other building or structure, or in any automobile, truck, railroad car, or other vehicle, without owning same or without permission of the owner or person entitled to the possession of the same, or sleeping in any vacant lot during the hours of darkness;

D. Any person wandering out and begging; or any person who goes about from door to door of private homes or commercial and business establishments, or places himself in or upon any public way or public place to beg or receive alms for himself;

E. Any person who asks or receives any compensation, gratuity or reward for practicing fortunetelling, palmistry, or clairvoyance;

F. Any person who knowingly keeps a place where lost or stolen property is concealed;

G. Any person who is the keeper, proprietor, exhibitor or user of any gambling table or device, or who assists or attends at any gambling table or device, or, any person who, for the purposes of gambling or gaming, travels about from place to place or frequents places where alcoholic beverages are sold, railroad cars, trains or depots, or buildings or structures, whether occupied or vacant;

H. Any person who is found trespassing in the night time upon the private premises of others. (Ord. 3-1990 §1(part), 1990; prior code §10-5-10)