

**TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES REGULAR MEETING
January 15, 2019**

A G E N D A

PUBLIC HEARING: Trustee Bill #6, 2018 Rooster and Swine Ban **6:15PM**
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.

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 November 13, 2018
Approval of Meeting Minutes for December 11, 2018
6. REPORTS
 - A. Mayor
 - B. Trustees
 - C. Town Administrator
 - D. Chief of Police
 - E. Town Treasurer
7. OLD BUSINESS Mr. Schiller
 - A. Trustee Bill #6, 2018 – Rooster/Swine Ban
8. NEW BUSINESS Mr. Carmann
Mr. Schiller
Mr. Tempas
 - A. Urban Drainage IGA for Stormwater Study
 - B. Trustee Bill #1, 2019 – Vagrancy
 - C. Annual Audit Engagement
9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
November 13, 2018

PUBLIC HEARING: 2019 Town Budget

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

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

Mr. Tempas presented the Trustees with the 2019 Town Budget.

There was no public comment. After a brief discussion, **the public hearing was closed at 6:22 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, Bruce Menk, Kathy Boyle, Gale Christy, Bill Dotson, Gary Miles, and Roy Palmer

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

APPROVAL OF AGENDA: Trustee Dotson requested the agenda be amended to include an Executive Session to discuss a personnel matter.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Boyle, the Board of Trustees unanimously approved to amend the agenda.

CITIZEN CONCERNS: Jared Hamilton, 7 Fairway Lane, on behalf of his neighbors updated the Trustees on the issue of noise caused by the CCC's new pickle ball courts, indicated that the Club had met with the neighbors and had no further plans for additional noise mitigation, and asked the Town to intervene.

Tanya Mazurek, 5 Fairway Lane, echoed Mr. Hamilton's statements and believes the courts have reduced her property value. She asked the Town to intervene.

Tim Vandell, 14 Fairway Lane, indicated that while the HOA has not taken any formal action on the matter, supports the position of the neighbors.

CONSENT AGENDA: The minutes of the October 16, 2018 meeting were approved.

REPORTS:

- A. Mayor Champion commented that the work staff and specifically Mr. Tempas performed on the 2019 budget was well done and appreciated.
- B. There were no Trustee reports.

- C. Mr. McCrumb updated the board on the progress of projects including Fairway Lane water line, HR alignment, the towns' Web site update, Wilder Lane road fixes, and the Finance Supervisor job opening.
- D. Chief Cottrell presented the attached report and introduced a partnership with the Town of Bow Mar and RING to offer residents home security equipment at a reduced rate. The Trustees directed Mr. Tempas to allocate \$5,000 in the 2019 budget and Chief Cottrell to work with Mr. Schiller and the Town of Bow Mar to proceed with the proposal.
- E. Mr. Tempas presented the attached financial report.

DISCUSSION ITEMS: Mr. McCrumb presented the Trustees with two drafts of finance policy for their review. The budget and reserve policies will be placed on a future agenda for consideration.

OLD BUSINESS:

There was no old business

NEW BUSINESS:

Resolution #10, Series 2018: Mr. Tempas presented the 2019 Town Budget for discussion. The Trustees asked clarifying questions and directed Mr. Tempas to make the following changes:

- Reduce fireworks line item to \$10,000 as a place holder to be discussed in 2019
- Add \$5,000 to the Community Event line item for the RING partnership
- Remove the \$16,000 reference in Note A

ACTION: no action was required at this meeting.

Resolution #11, Series 2018: Mr. Tempas presented this resolution and reviewed the current status of Town accounts compared to what was being offered by Vectra Bank.

ACTION: upon a motion by Trustee Palmer and a second by Trustee Menk, the Board of Trustees unanimously approved Resolution #11, Series 2018.

Dispatch Service IGA: Chief Cottrell presented the IGA for dispatch services to the Trustees. This is a standard agreement with a slight price adjustment over last year.

ACTION: upon a motion by Trustee Palmer and a seconded by Trustee Christy the Trustees unanimously approved the IGA with Arapahoe County.

Set Special Meeting: Mr. McCrumb presented to the Trustees the need to push the December meeting one week forward to accommodate the Arapahoe County deadline for certifying the Town's 2019 mill levy.

ACTION: upon a motion by Trustee Menk and a second by Trustee Boyle, the Board of Trustees unanimously approved moving the December meeting to December 11, 2018.

EXECUTIVE SESSION: Upon a motion by Trustee Christy and a second by Trustee Dotson, the Board unanimously approved entering into executive session at 7:40 p.m. to discuss personnel matters pursuant to C.R.S. 24-6-402.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:05 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 OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
December 11, 2018

Mayor Champion called the Special Meeting of the Trustees to order at 6:32 p.m., in the Ball Room at the Columbine Country Club 17 Fairway Lane, Columbine Valley, CO 80123. Roll call found the following present:

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

Also present: J.D. McCrumb and Jeff Tempas

NEW BUSINESS:

Resolution # 10, Series 2018: Upon presentation and review of the 2019 Budget for the Town of Columbine Valley, the Board of Trustees took the following action:

ACTION: upon a motion by Trustee Christy and a second by Trustee Palmer, the Board unanimously approved Resolution # 10, Series 2018

Resolution # 12, Series 2018: Upon receipt of the valuation of the property in the Town from the Arapahoe County Assessor's Office, the Treasurer calculated the appropriate mill levy at 7.751 mills and the Board took the following action:

ACTION: upon a motion by Trustee Dotson and a second by Trustee Christy, the Board unanimously approved Resolution # 12, Series 2018.

ADJOURNMENT: There being no further business, the meeting adjourned at 6:38 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.*

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Town Administrator's Report

January 2019



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

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



Town Website Dec Statistics

1,872

Total Visits

2,111

August Page Views

Top Pages

Trash/Recycle

Community

Snow Removal

Employment

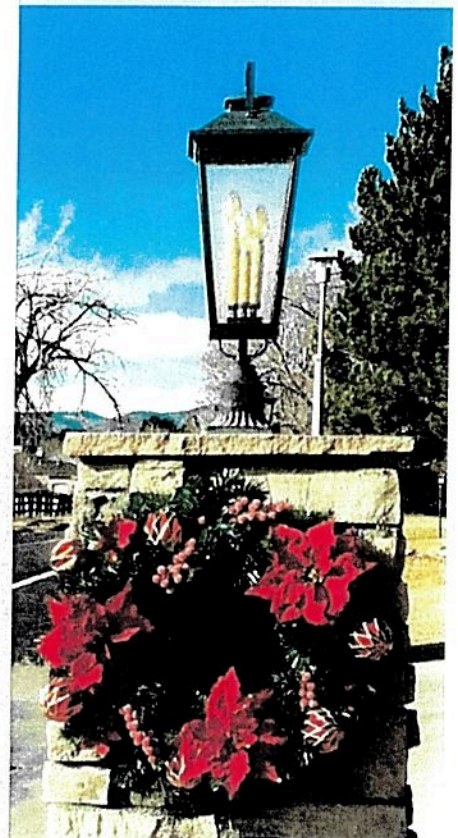
Communications & Administration

- Town Vision Surveys have been sent to every home in Columbine Valley with an invitation for every resident to participate. Individuals can complete the survey on paper or electronically. Non-residents (primarily members of Columbine Country Club) are also invited to complete the survey. Results will be reported to the Planning Commission in February as part of the Master Plan update process.
- The Town's web site redesign is nearing completion and will be launched by the end of January.
- Staff is working with the GovPilot team to develop a communication/email system to help better target specific communications to the appropriate residents.
- The annual Colorado Municipal League conference is scheduled for June 18-21 in Breckenridge. Registration and lodging will open in late January. This conference provides great education and networking opportunities with other elected officials and Columbine Valley Trustees are encouraged to attend.

Citizen Contacts:

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

- ⇒ Building Department: 98
- ⇒ Comm. Development: 314
- ⇒ Public Works: 136
- ⇒ Municipal Court: 49
- ⇒ Other: 221



Building Department

Monthly Stats

9 Permits Issued

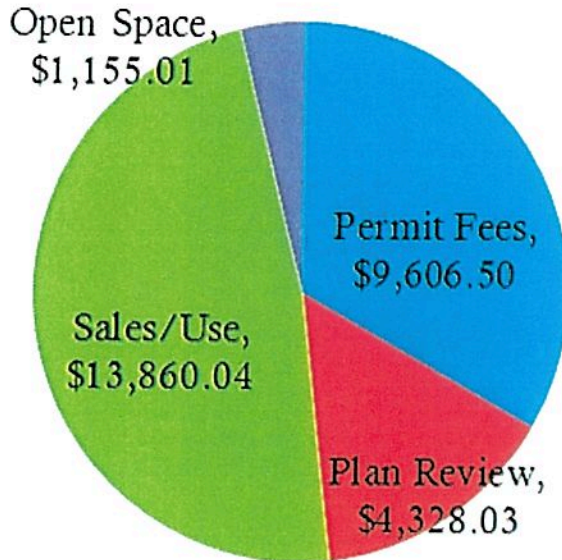
- New SFR: 0
- Major Remodel: 1
- New Roofs: 0
- Other/Misc.: 8

44 Inspections

4 Licenses Issued

- General: 0
- Electrician: 3
- Plumbers: 0
- Mechanical: 1
- Roofer: 0

Dec. Permit Rev.: \$28,949.58



Wild Plum

95 Total Lots

0 SFR Permits Issued

0 Permits Pending

1 Grading Permit

Wilder Lane

24 Total Lots

5 Permits Active

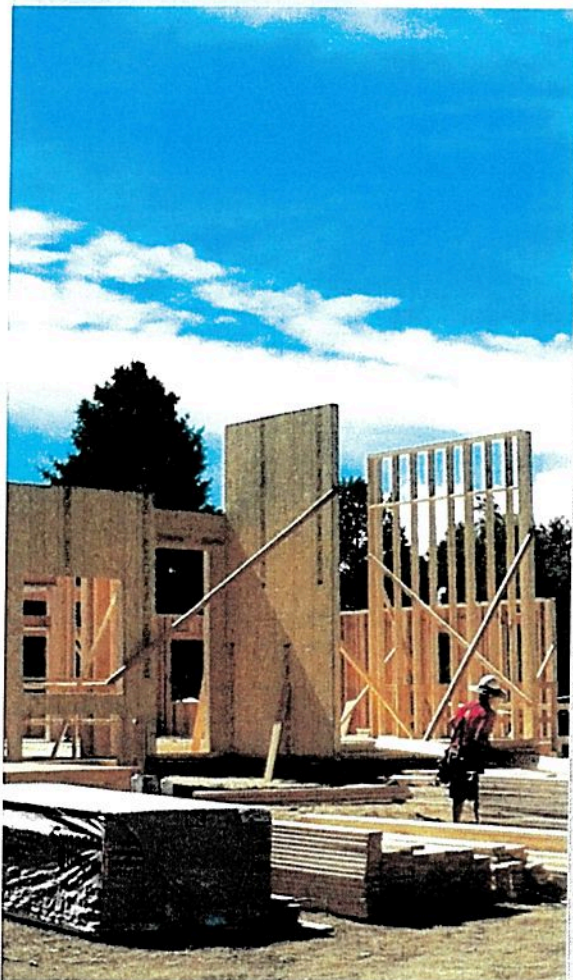
0 Permit Pending

11 Completed Homes

11 Occupied Homes

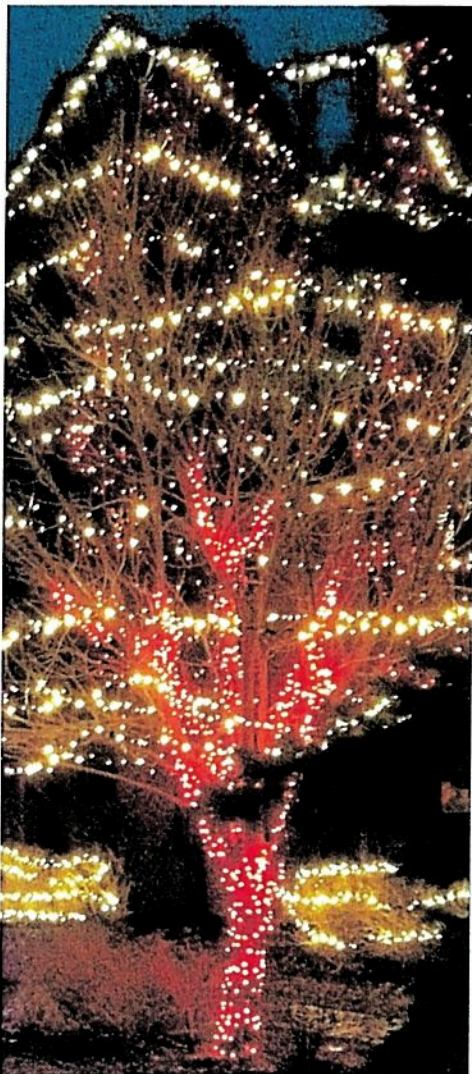
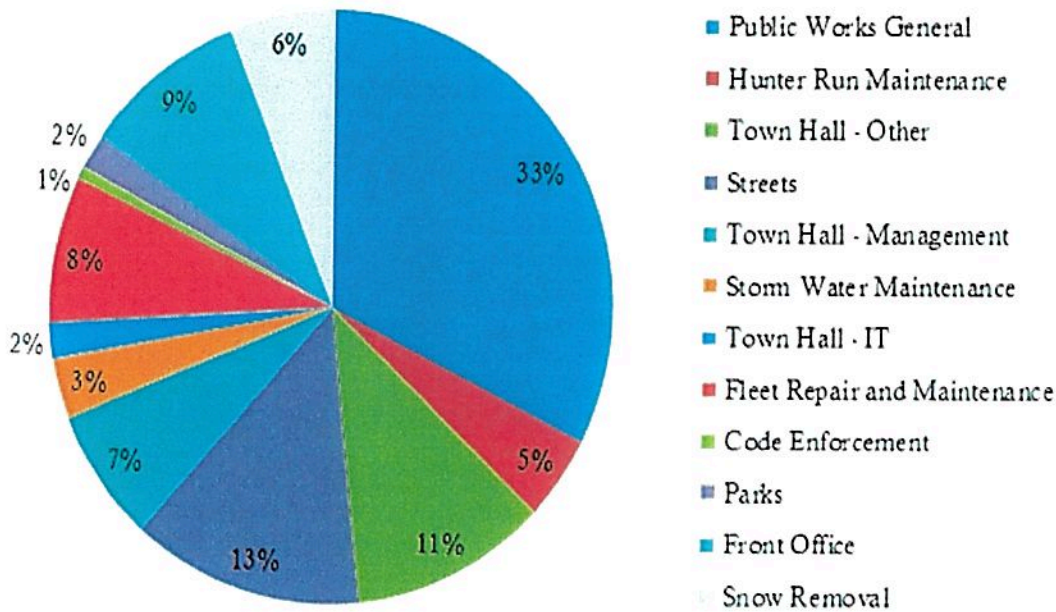
Building Department Revenue by Month

	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	\$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	\$227,029.32
August	\$73,657.67	\$512,502.56	\$53,573.29	\$280,602.61
September	\$32,849.07	\$545,351.63	\$80,807.31	\$361,409.92
October	\$22,603.20	\$567,954.84	\$43,243.16	\$404,653.08
November	\$26,129.25	\$594,084.09	\$30,518.62	\$435,171.70
December	\$55,810.24	\$649,894.33	\$28,949.58	\$464,121.28



Public Works Department

December Staff Time Allocation (including contractors)



The furnace providing heat for the basement at Town Hall broke down this winter; a new ignitor was installed. Additionally, a failing breaker was replaced when it started tripping every time the microwave was used.

The Tahoe received a new windshield due to multiple cracks in the old one. The battery also failed during a dip in the winter temperature. A new, heavy duty battery was installed. During the most recent snow plowing run, the Tahoe blew out a gasket in the oil system, draining all oil out of the engine and causing it to stall. After staff towed the Tahoe back to Town Hall, the oil, filter and gasket were replaced and a cleaner was run through the oil system. It is now back to its normal running condition.

In preparations for the next snow event, 2.6 tons of ice slicer was picked up from the Littleton service center. Due to the large weight placed on the F350 plow truck, a storage bin was set up in the garage to house a majority of the ice slicer until it is needed. The reduced weight allows for better handling and stopping while using the plow truck. It also helps to add longevity to the suspension system.

December Weather Report

- High of 62
- Low of 2
- 2.25" of precipitation
- 1 day of snow operations totaling 9 hours

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	\$41,766.42	\$13,718.00	\$63,683.59
Sept	\$45,826.42	\$15,366.00	\$79,049.59
Oct	\$56,006.92	\$14,672.00	\$93,721.59
Nov	\$63,096.92	\$7,373.00	\$101,094.59
Dec	\$66,986.04	\$1,060.00	\$102,154.59

2018 Total Stats

- Total paid before Court: 472
- Total on docket: 438
- Cases heard by Judge: 164
- Continuances: 22
- Failure to Appear: 56
- Stay of Executions: 44
- Classes Ordered: 25
- Bench Warrants 15
- Trials 3



Community Development

Wild Plum Farm

The building department is now regularly communicating with Lennar. Several small architectural changes were submitted to the Town and approved administratively. The Town anticipates the 1st set of plans to be submitted for a model home in late January or early February.

The Fairway Lane water line/widening project is taking substantially longer than anticipated. After many days of trenching down Fairway, the new 12" water main was connected into the Denver Water system. This is replacing the old 6" main from 1955. There were several brakes in the old main during this process, but all houses are now tapped into the new main, allowing the old, unstable pipe to be abandoned. Residents along the new main should experience an increase in water pressure and fresher water now that the water main is looped and no longer dead-ends.

Wild Plum Schedule—as of January 2019

Grading	Complete
Water & Sewer	Complete
Concrete	Complete
Asphalt	Complete
Landscape	Irrigation started; complete fall 19
Model Homes	Start in spring 2019
Fairway Widening	Water service complete 1/16/19 Concrete north side by 2/1/19 Widening complete in spring



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 January 2019

Full Time Positions	6 of 6
Part Time Positions	2 of 2
Regular / PTO hours	937/55
OT hours worked	2
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	55	33			569
SPEEDING	20	12	14	6	8	13	16	26	20	20			155
PARKING	4	4	2	3	18	33	22	13	6	3			108
INSURANCE	0	5	2	4	1	4	2	3	2	2			25
FAIL TO STOP	13	19	7	3	10	9	4	0	5	4			74
OTHER	9	3	11	13	5	8	12	120	22	4			207
CV SUMMONS	26	30	22	13	31	48	34	148	43	14			409
BM SUMMONS	20	13	14	16	11	19	22	14	12	19			167

Discussion:

Partnership with Ring utilizing their Law Enforcement Portal and MOU
In process of hiring for 2 full time positions

Investigations Update:

Event Date **Situation Reported** **Location** **Case Number**
 No new cases in
 December

Problem Type Summary
 10:38 AM 1/10/2019
 Data Source: Data Warehouse

Agency: **ACSO**
Division: **Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers**
Display Range: **Date From 12/1/2018 To 12/31/2018**
Conclusion: • Calls canceled before first unit assigned
 • Calls canceled before first unit at scene

Select a format

Priority	Description
1	P1 In Progress
2	P2 Urgent
3	P3 Non Emergency
4	P4 Police Details
5	P5 On View
6	P6 Phone
7	P7 Dispatch
8	P8 CAD Test Record
9	P9 Call on Hold

Problem Type	Priority									Total
	1	2	3	4	5	6	7	8	9	
HANGUP IP		5								5
ABANDONED VEHICLE IP*										
IDENT ALERT IP										
Normal Call										
EMERGENCY CALL IP*		6								6
ASSAULT										
TRANSFER TO OTHER AGENCY IP		1								1
TRANSFER TO THEFT										
TRANSFER TO THEFT IP										
EMERGENCY										
EMERGENCY ATTEMPT										
EMERGENCY ATTEMPT IP										
EMERGENCY IP										
BUSINESS ALARM IP		1								1
BUSINESS CHECK IP*				1						1

AWAY IP									
LECTIVE ENFORCEMENT IP*				<u>2</u>					<u>2</u>
Assault									
ASSAULT IP									
ots Fired									
OTS FIRED IP									
ICIDE ATTEMPT IP									
ICIDE COMPLETED IP									
ICIDE THREAT IP									
SUSPICIOUS CIRCUMSTANCE IP									
suspicious Person			<u>1</u>						<u>1</u>
SUSPICIOUS PERSON IP	<u>5</u>								<u>5</u>
suspicious Vehicle			<u>1</u>						<u>1</u>
SUSPICIOUS VEHICLE IP	<u>6</u>								<u>6</u>
Left			<u>1</u>						<u>1</u>
Left from Motor Vehicle									
LEFT FROM MOTOR VEHICLE IP									
LEFT IP									
AFFIC ARREST IP			<u>2</u>						<u>2</u>
ffic Complaint									
AFFIC COMPLAINT IP			<u>2</u>						<u>2</u>
AFFIC OBSTRUCTION IP	<u>1</u>								<u>1</u>
AFFIC STOP IP	<u>38</u>								<u>38</u>
ANSPORT IP									
espass to Property									
espass to Vehicle									
ESSPASS TO PROPERTY IP									
ESSPASS TO VEHICLE IP									
KNOWN INJURY ACCIDENT IP									
LAWFUL ACTS IP									
wanted Subject									
WANTED SUBJECT IP									
HICLE LOCKOUT IP			<u>1</u>						<u>1</u>
ARRANT ARREST IP									
ARRANT PICKUP IP									
apons Violation									
APONS VIOLATION IP									
ELFARE CHECK IP	<u>1</u>								<u>1</u>
NING IP									
Total	<u>70</u>		<u>41</u>		<u>15</u>			<u>1</u>	<u>127</u>

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 OCTOBER 31, 2018

	Totals	
Assets	October 31, 2018	December 31, 2017
Cash and investments	\$ 1,853,007	1,559,025
Other receivables	99,712	102,928
Property taxes receivable	1,220	348,058
Property and equipment, net	2,325,606	2,325,606
	\$ 4,279,545	4,335,617
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 97,786	72,100
Accrued liabilities	35,398	33,416
Deferred property tax revenue	1,220	348,058
Fund balance:		
Reserved - TABOR emergency	56,362	56,362
Conservation Trust	11,046	23,895
Arapahoe County Open Space	395,792	361,555
Unavailable - Fixed assets net of outstanding long term debt	2,325,606	2,325,606
Unreserved	1,356,335	1,114,625
Total equity	4,145,141	3,882,043
	\$ 4,279,545	4,335,617

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 TEN MONTHS ENDED OCTOBER 31, 2018 AND 2017

Revenue	October Totals		Ten Months Ended October 31, 2018		
	2018	2017	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 515	-	330,655	346,838	16,183
Specific ownership taxes	4,556	2,153	19,680	22,359	2,679
Sales and use tax	44,410	40,224	567,920	414,419	(153,501)
Utility franchise fees	7,937	3,000	38,330	40,632	2,302
Cable television	9,159	7,500	23,250	26,578	3,328
Permits and fines:					
Permits, fees and services	7,222	20,951	266,670	213,378	(53,292)
Fines	14,857	10,181	54,170	93,813	39,643
Intergovernmental:					
Bow Mar IGA	-	77,054	316,530	316,530	-
State highway user's tax	3,087	4,221	38,330	46,813	8,483
County highway tax revenue	607	655	11,400	11,526	126
Motor vehicle registration fees	-	542	5,000	3,446	(1,554)
State cigarette tax apportionment	50	-	670	138	(532)
Conservation Trust Fund entitlement	-	-	4,500	5,197	697
Arapahoe County Open Space shareback	-	-	33,000	35,823	2,823
Interest income	4,557	5,117	12,920	24,868	11,948
Other	1,251	(1,294)	1,670	17,471	15,801
Total revenue	98,208	170,304	1,724,695	1,619,829	(104,866)
Expenditures					
Current:					
Public safety	50,114	46,995	567,531	554,791	12,740
Sanitation	6,791	7,160	70,000	67,100	2,900
Administration	37,403	35,095	531,161	502,970	28,191
Planning and zoning	(5,222)	4,274	57,500	54,155	3,345
Public works	74,439	212,257	261,860	143,051	118,809
Other - rounding	-	(2)	-	(3)	3
Capital outlay					
Capital expenditures	-	-	9,000	8,748	252
Arapahoe County Open Space expenditures	-	-	7,500	7,500	-
Conservation Trust Fund expenditures	-	-	20,000	18,419	1,581
Total expenditures	163,525	305,779	1,524,552	1,356,731	167,821
Excess of revenue over expenditures	(65,317)	(135,475)	200,143	263,098	62,955
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	(65,317)	(135,475)	200,143	263,098	62,955
Fund balance - beginning of period	1,884,852	1,902,081	1,378,114	1,556,437	178,323
Fund balance - end of period	\$ 1,819,535	1,766,606	1,578,257	1,819,535	241,278

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
TEN MONTHS ENDED OCTOBER 31, 2018 AND 2017

	October 2018	October 2017	Budget	Ten Months Ended October 31, 2018 Actual	Variance
Public safety:					
Automotive expenses	2,711	1,207	32,000	28,499	3,501
Salaries and benefits	39,794	35,839	447,099	452,327	(5,228)
Municipal court	3,710	2,993	35,420	34,034	1,386
Other	3,899	6,956	53,012	39,931	13,081
	<u>50,114</u>	<u>46,995</u>	<u>567,531</u>	<u>554,791</u>	<u>12,740</u>
Sanitation	6,791	7,160	70,000	67,100	2,900
Administration:					
Legal	1,772	1,437	40,000	38,179	1,821
Accounting and audit	750	750	25,000	22,800	2,200
Inspection	6,414	6,712	120,000	88,569	31,431
Town administration	21,447	20,678	250,764	248,849	1,915
Insurance and bonds	-	-	24,170	24,662	(492)
Office supplies and miscellaneous	4,666	3,809	36,250	40,328	(4,078)
County Treasurer's collection fees	6	-	3,307	3,472	(165)
Rent and building occupancy costs	2,348	1,709	31,670	36,111	(4,441)
	<u>37,403</u>	<u>35,095</u>	<u>531,161</u>	<u>502,970</u>	<u>28,191</u>
Planning and zoning					
Planner and Engineering	(5,222)	4,274	57,500	54,155	3,345
Public works:					
Street repairs and maintenance	75,221	208,552	212,270	88,255	124,015
Street lighting	1,076	969	12,500	13,159	(659)
Weed and tree removal	-	72	12,920	11,283	1,637
Other	(1,858)	2,664	24,170	30,354	(6,184)
	<u>74,439</u>	<u>212,257</u>	<u>261,860</u>	<u>143,051</u>	<u>118,809</u>
Other - rounding	-	(2)	-	(3)	3
Capital expenditures:					
Public safety	-	-	9,000	8,748	252
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>9,000</u>	<u>8,748</u>	<u>252</u>
Arapahoe Open Space expenditures	-	-	7,500	7,500	-
Conservation Trust Fund expenditures	-	-	20,000	18,419	1,581
	<u>-</u>	<u>-</u>	<u>27,500</u>	<u>26,419</u>	<u>1,081</u>
Total expenditures	<u>163,525</u>	<u>305,779</u>	<u>1,517,052</u>	<u>1,349,231</u>	<u>167,821</u>
Major projects:					
Town Hall remodel	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>163,525</u>	<u>305,779</u>	<u>1,517,052</u>	<u>1,349,231</u>	<u>167,821</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 TEN MONTHS ENDED OCTOBER 31, 2018 AND 2017

	October 2018	October 2017	Ten Months Ended October 31, 2018		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	2,711	1,207	25,000	22,061	2,939
Cruiser insurance	-	-	7,000	6,438	562
	<u>2,711</u>	<u>1,207</u>	<u>32,000</u>	<u>28,499</u>	<u>3,501</u>
Salaries and benefits:					
Salaries	31,578	30,494	351,154	362,490	(11,336)
Pension plan	3,312	1,953	35,115	36,485	(1,370)
Health/workman's comp insurance	4,904	3,392	60,830	53,352	7,478
	<u>39,794</u>	<u>35,839</u>	<u>447,099</u>	<u>452,327</u>	<u>(5,228)</u>
Municipal court:					
Municipal court - judge	750	750	7,500	7,500	-
Municipal court - legal	2,655	2,138	22,920	23,228	(308)
Municipal court - other	305	105	5,000	3,306	1,694
	<u>3,710</u>	<u>2,993</u>	<u>35,420</u>	<u>34,034</u>	<u>1,386</u>
Other:					
Uniforms	-	-	9,170	3,823	5,347
Education/training	-	586	7,500	3,091	4,409
Arapahoe County dispatch fee	-	-	21,652	20,836	816
Supplies/miscellaneous	3,899	6,370	14,690	12,181	2,509
	<u>3,899</u>	<u>6,956</u>	<u>53,012</u>	<u>39,931</u>	<u>13,081</u>
Administration:					
Town administration:					
Salaries - administration	14,136	13,417	165,000	158,310	6,690
FICA/Medicare - administration	1,483	2,857	16,923	17,300	(377)
Health insurance - administration	3,667	2,677	30,000	30,250	(250)
Pension - administration	920	878	10,154	10,070	84
Telephone/communications	299	75	5,000	3,228	1,772
Computer expense	942	585	15,417	20,205	(4,788)
Election expense	-	-	2,000	-	2,000
Dues and publications	-	189	6,270	9,486	(3,216)
	<u>21,447</u>	<u>20,678</u>	<u>250,764</u>	<u>248,849</u>	<u>1,915</u>
Office supplies and miscellaneous:					
Advertising/notices	-	18	420	101	319
Miscellaneous	4,458	3,327	27,500	31,665	(4,165)
Supplies - administration	208	464	8,330	8,562	(232)
	<u>4,666</u>	<u>3,809</u>	<u>36,250</u>	<u>40,328</u>	<u>(4,078)</u>
Legal					
Accounting and audit	1,772	1,437	40,000	38,179	1,821
Inspection	750	750	25,000	22,800	2,200
Insurance and bonds	6,414	6,712	120,000	88,569	31,431
County Treasurer's collection fees	-	-	24,170	24,662	(492)
Building occupancy costs	6	-	3,307	3,472	(165)
	<u>2,348</u>	<u>1,709</u>	<u>31,670</u>	<u>36,111</u>	<u>(4,441)</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 TEN MONTHS ENDED OCTOBER 31, 2018 AND 2017

	October 2018	October 2017	Ten Months Ended October 31, 2018		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	74,062	205,127	187,500	78,116	109,384
Snow removal	-	24	9,600	1,380	8,220
Striping	100	2,566	2,500	326	2,174
Signs maintenance	146	48	2,500	3,785	(1,285)
Vehicle maintenance	913	139	2,920	4,172	(1,252)
Other drainage	-	648	6,250	251	5,999
Street cleaning	-	-	1,000	225	775
	75,221	208,552	212,270	88,255	124,015
Street lighting	1,076	969	12,500	13,159	(659)
Ground maintenance	-	72	12,920	11,283	1,637
Other:					
Miscellaneous minor public works	2,236	2,448	14,580	17,636	(3,056)
Storm water permit process	-	216	4,170	6,577	(2,407)
Professional fees	(4,094)	-	5,420	6,141	(721)
	(1,858)	2,664	24,170	30,354	(6,184)
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	-	-	-
Public safety	-	-	9,000	8,748	252
Public works	-	-	-	-	-
	-	-	9,000	8,748	252
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	20,000	18,419	1,581
	-	-	20,000	18,419	1,581

TOWN OF COLUMBINE VALLEY
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 NOVEMBER 30, 2018

	Totals	
Assets	November 30, 2018	December 31, 2017
Cash and investments	\$ 1,764,630	1,559,025
Other receivables	99,843	102,928
Property taxes receivable	234	348,058
Property and equipment, net	2,325,606	2,325,606
	\$ 4,190,313	4,335,617
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 15,482	72,100
Accrued liabilities	38,679	33,416
Deferred property tax revenue	234	348,058
Fund balance:		
Reserved - TABOR emergency	56,362	56,362
Conservation Trust	11,102	23,895
Arapahoe County Open Space	396,539	361,555
Unavailable - Fixed assets net of outstanding long term debt	2,325,606	2,325,606
Unreserved	1,346,309	1,114,625
Total equity	4,135,918	3,882,043
	\$ 4,190,313	4,335,617

TOWN OF COLUMBINE VALLEY
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
 ALL GOVERNMENTAL FUND TYPES
 BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2018 AND 2017

Revenue	November Totals		Eleven Months Ended November 30, 2018		
	2018	2017	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 986	-	339,357	347,824	8,467
Specific ownership taxes	2,691	-	21,648	25,050	3,402
Sales and use tax	55,608	40,640	624,712	470,027	(154,685)
Utility franchise fees	-	4,720	42,163	40,632	(1,531)
Cable television	-	1,090	23,250	26,578	3,328
Permits and fines:					
Permits, fees and services	18,537	11,007	293,337	231,915	(61,422)
Fines	7,373	7,090	59,587	101,186	41,599
Intergovernmental:					
Bow Mar IGA	-	-	316,530	316,530	-
State highway user's tax	4,214	4,803	42,163	51,027	8,864
County highway tax revenue	-	-	11,400	11,526	126
Motor vehicle registration fees	-	500	5,500	3,446	(2,054)
State cigarette tax apportionment	50	-	737	188	(549)
Conservation Trust Fund entitlement	-	-	4,500	5,197	697
Arapahoe County Open Space shareback	-	-	33,000	35,823	2,823
Interest income	3,257	1,926	14,212	28,125	13,913
Other	701	(963)	1,837	18,172	16,335
Total revenue	93,417	70,813	1,833,933	1,713,246	(120,687)
Expenditures					
Current:					
Public safety	44,310	57,689	617,908	599,099	18,809
Sanitation	6,780	6,604	77,000	73,879	3,121
Administration	33,081	50,864	579,337	536,050	43,287
Planning and zoning	14,236	18,278	63,250	68,390	(5,140)
Public works	4,235	134,491	288,986	147,286	141,700
Other - rounding	(2)	(1)	-	-	-
Capital outlay					
Capital expenditures	-	4,049	9,000	8,748	252
Arapahoe County Open Space expenditures	-	-	7,500	7,500	-
Conservation Trust Fund expenditures	-	-	20,000	18,419	1,581
Total expenditures	102,640	271,974	1,662,981	1,459,371	203,610
Excess of revenue over expenditures	(9,223)	(201,161)	170,952	253,875	82,923
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	(9,223)	(201,161)	170,952	253,875	82,923
Fund balance - beginning of period	1,819,535	1,766,606	1,378,114	1,556,437	178,323
Fund balance - end of period	\$ 1,810,312	1,565,445	1,549,066	1,810,312	261,246

TOWN OF COLUMBINE VALLEY
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
ELEVEN MONTHS ENDED NOVEMBER 30, 2018 AND 2017

	November 2018	November 2017	Eleven Months Ended November 30, 2018		
			Budget	Actual	Variance
Public safety:					
Automotive expenses	2,267	7,308	34,500	30,766	3,734
Salaries and benefits	38,449	41,347	488,298	490,774	(2,476)
Municipal court	3,108	3,813	38,962	37,142	1,820
Other	486	5,221	56,148	40,417	15,731
	<u>44,310</u>	<u>57,689</u>	<u>617,908</u>	<u>599,099</u>	<u>18,809</u>
Sanitation	6,780	6,604	77,000	73,879	3,121
Administration:					
Legal	3,330	5,193	44,000	41,509	2,491
Accounting and audit	750	750	25,750	23,550	2,200
Inspection	4,056	13,614	132,000	92,625	39,375
Town administration	21,042	22,169	272,894	269,892	3,002
Insurance and bonds	-	-	26,587	24,662	1,925
Office supplies and miscellaneous	2,287	6,229	39,875	42,613	(2,738)
County Treasurer's collection fees	11	-	3,394	3,483	(89)
Rent and building occupancy costs	1,605	2,909	34,837	37,716	(2,879)
	<u>33,081</u>	<u>50,864</u>	<u>579,337</u>	<u>536,050</u>	<u>43,287</u>
Planning and zoning					
Planner and Engineering	14,236	18,278	63,250	68,390	(5,140)
Public works:					
Street repairs and maintenance	1,813	133,194	235,437	90,068	145,369
Street lighting	89	(699)	13,750	13,247	503
Weed and tree removal	75	259	13,212	11,358	1,854
Other	2,258	1,737	26,587	32,613	(6,026)
	<u>4,235</u>	<u>134,491</u>	<u>288,986</u>	<u>147,286</u>	<u>141,700</u>
Other - rounding	(2)	(1)	-	-	-
Capital expenditures:					
Public safety	-	-	9,000	8,748	252
Administration	-	4,049	-	-	-
Public works	-	-	-	-	-
	-	4,049	9,000	8,748	252
Arapahoe Open Space expenditures	-	-	7,500	7,500	-
Conservation Trust Fund expenditures	-	-	20,000	18,419	1,581
	<u>102,640</u>	<u>271,974</u>	<u>1,655,481</u>	<u>1,451,871</u>	<u>203,610</u>
Major projects:					
Town Hall remodel	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>102,640</u>	<u>271,974</u>	<u>1,655,481</u>	<u>1,451,871</u>	<u>203,610</u>

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2018 AND 2017

	November 2018	November 2017	Eleven Months Ended November 30, 2018		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	2,267	7,308	27,500	24,328	3,172
Cruiser insurance	-	-	7,000	6,438	562
	<u>2,267</u>	<u>7,308</u>	<u>34,500</u>	<u>30,766</u>	<u>3,734</u>
Salaries and benefits:					
Salaries	31,534	33,058	383,077	394,024	(10,947)
Pension plan	3,304	3,264	38,308	39,788	(1,480)
Health/workman's comp insurance	3,611	5,025	66,913	56,962	9,951
	<u>38,449</u>	<u>41,347</u>	<u>488,298</u>	<u>490,774</u>	<u>(2,476)</u>
Municipal court:					
Municipal court - judge	750	750	8,250	8,250	-
Municipal court - legal	2,025	1,908	25,212	25,253	(41)
Municipal court - other	333	1,155	5,500	3,639	1,861
	<u>3,108</u>	<u>3,813</u>	<u>38,962</u>	<u>37,142</u>	<u>1,820</u>
Other:					
Uniforms	783	1,232	10,087	4,606	5,481
Education/training	306	1,060	8,250	3,397	4,853
Arapahoe County dispatch fee	-	-	21,652	20,836	816
Supplies/miscellaneous	(603)	2,929	16,159	11,578	4,581
	<u>486</u>	<u>5,221</u>	<u>56,148</u>	<u>40,417</u>	<u>15,731</u>
Administration:					
Town administration:					
Salaries - administration	14,164	13,417	180,000	172,474	7,526
FICA/Medicare - administration	1,498	655	18,462	18,798	(336)
Health insurance - administration	2,542	3,668	33,000	32,793	207
Pension - administration	920	878	11,077	10,990	87
Telephone/communications	299	3,449	5,500	3,527	1,973
Computer expense	939	592	15,958	21,144	(5,186)
Election expense	-	-	2,000	-	2,000
Dues and publications	680	(490)	6,897	10,166	(3,269)
	<u>21,042</u>	<u>22,169</u>	<u>272,894</u>	<u>269,892</u>	<u>3,002</u>
Office supplies and miscellaneous:					
Advertising/notices	17	11	462	117	345
Miscellaneous	1,790	5,097	30,250	33,455	(3,205)
Supplies - administration	480	1,121	9,163	9,041	122
	<u>2,287</u>	<u>6,229</u>	<u>39,875</u>	<u>42,613</u>	<u>(2,738)</u>
Legal	3,330	5,193	44,000	41,509	2,491
Accounting and audit	750	750	25,750	23,550	2,200
Inspection	4,056	13,614	132,000	92,625	39,375
Insurance and bonds	-	-	26,587	24,662	1,925
County Treasurer's collection fees	11	-	3,394	3,483	(89)
Building occupancy costs	1,605	2,909	34,837	37,716	(2,879)

TOWN OF COLUMBINE VALLEY
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL
 ELEVEN MONTHS ENDED NOVEMBER 30, 2018 AND 2017

	November 2018	November 2017	Eleven Months Ended November 30, 2018		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	426	131,220	206,250	78,542	127,708
Snow removal	276	-	12,600	1,656	10,944
Striping	-	-	2,750	326	2,424
Signs maintenance	70	144	2,750	3,855	(1,105)
Vehicle maintenance	1,041	157	3,212	5,213	(2,001)
Other drainage	-	1,673	6,875	251	6,624
Street cleaning	-	-	1,000	225	775
	1,813	133,194	235,437	90,068	145,369
Street lighting	89	(699)	13,750	13,247	503
Ground maintenance	75	259	13,212	11,358	1,854
Other:					
Miscellaneous minor public works	2,108	1,497	16,038	19,744	(3,706)
Storm water permit process	150	240	4,587	6,728	(2,141)
Professional fees	-	-	5,962	6,141	(179)
	2,258	1,737	26,587	32,613	(6,026)
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	4,049	-	-	-
Public safety	-	-	9,000	8,748	252
Public works	-	-	-	-	-
	-	4,049	9,000	8,748	252
Conservation Trust Fund expenditures:					
Miscellaneous	-	-	20,000	18,419	1,581
	-	-	20,000	18,419	1,581



Request for Board of Trustee Action

Date: January 15, 2019

Title: Trustee Bill #6, Series 2018 – Roosters and Swine

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: There has been a notable increase in complaints to the Town regarding noise caused by roosters within the Town.

Attachments: Trustee Bill #6, Series 2018

Recommended Motion: “I move approve Trustee Bill #6, Series 2018 as presented on 2nd Reading”.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY CONCERNING SWINE AND ROOSTERS

WHEREAS, There is currently no prohibition against any person possessing, selling or giving away swine or roosters in the Town of Columbine Valley; and

WHEREAS, possessing and maintaining swine and roosters causes annoying and offensive odors and noises;

WHEREAS, the Board of Trustees of a the Town of Columbine Valley find that the possessing, maintaining and displaying of swine and roosters constitute a public nuisance; and

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

Section 1. Section 6.04.090 of the Municipal Code of the Town of Columbine Valley is hereby amended to add 6.04.090C as follows: Notwithstanding the provisions heretofore set forth, no swine or male fowl capable of crowing shall be kept by any person within the boundaries of the Town.

Section 2. Section 1C, Article 2, of the Zoning Code of the Town of Columbine Valley shall be amended to add the following sentence: Notwithstanding the provisions heretofore set forth, no swine or male fowl capable of crowing shall be kept by any person within the boundaries of the Town.

Section 3. Any person possessing or owning swine or male fowl in the Town at the time of the enactment of this ordinance, shall have a period of 30 days within which to remove such animal or animals from the jurisdiction of the Town.

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. 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. 6 at a regular meeting of the Board of Trustees Town of Columbine Valley on the 16th day of October, 2018 passed by a vote of ___ for and ___ against on first reading; passed on second reading, after a public meeting held on the ___ day of ___, 2019, at a regular meeting of the Board of Trustees held on the _____ day of _____ 2019, by a vote of ___ for and ___ against and ordered published in the Littleton Independent on the ___ day of _____, 2019.

Richard Champion, Mayor

ATTEST:

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



Request for Board of Trustee Action

Date: January 15, 2019

Title: Intergovernmental Agreement with UDFCD

Presented By: Troy Carmann, Town Engineer; J.D. McCrumb, Town Administrator

Prepared By: Troy Carmann, Town Engineer

Background: The Town and the Urban Drainage and Flood Control District (FCD) have partnered on many projects in the Town's history: Drainageway D, Drainageway E, Dutch Creek, Normandy Gulch as well as annual maintenance on those projects. The Town and the FCD have a new project partnership in 2019 with Outfall Systems Planning for Nevada Ditch Demobilization. This is a study of the Town's stormwater inflows to the Nevada Ditch.

The project is important to the Town because stormwater in the Nevada Ditch can be hazardous to property and public safety. Understanding the details of water flow into and out of the Nevada Ditch is essential to understanding whether overflows are storm water or irrigation water. This study can provide useful information to understanding potential liability for water related damages in or around Nevada Ditch.

This project is only a small first step in a larger project involving the future of Nevada Ditch and stormwater improvements in town. This project does not preclude or predict demobilization of Nevada Ditch. Instead, this study gives the Town factual information on the stormwater flows in and around Nevada Ditch that can be used for many different purposes in the future: conversion of the ditch to a town owned stormwater infrastructure, abandonment of the ditch, continued operation of the ditch, planning for stormwater diversion projects.

The next step in this process is for the FCD and the Town to get a cost estimate from an engineer. The cost estimate can be compared to the budget, then the FCD and Town can decide when to proceed with the study.

Additional Background Info:

Urban Drainage and Flood Control District. The FCD was formed following the massive 1965 flood on the South Platte River to coordinate municipal agencies across the metro area for planning, design, and management of stormwater infrastructure. The FCD is

funded through a mill levy on properties within the district and funds collected in a watershed are specifically allocated to that watershed. The FCD contracts all their work to pre-selected, qualified engineers, experts, technicians and contractors. For more information, see www.udfcd.org.

Nevada Ditch. The Nevada Ditch is an irrigation water canal that runs south to north through the Town. The ditch is designed to carry calm, controlled, and generally clean irrigation water. However, all irrigation ditches intercept some amount of stormwater and have to safely manage peak flows within their system with outfalls, overflows, and other measures.

Outfall Systems Plan. The OSP is a common scope of work put forth by the FCD to study the water flowing into and out of a project area. Hydrologic analysis estimates the range of rainfall in a basin – how much water there may be in any given storm. Then Hydraulic analysis estimates the capacity of inlets, ditches, pipes, and other features to handle the water.

Because this cost-sharing opportunity was presented to the Town after the last Trustee meeting of the year, and had to be signed and submitted back to UDFCD by December 31, 2018; the Town staff included a clause in the agreement conditioning Town participation to funding by the Board of Trustees.

Attachments:

Signed Intergovernmental Agreement with UDFCD

Fiscal Impacts:

This partnership is a 50/50 funding split. \$20,000 from the Town, \$20,000 from the FCD. The FCD manages the project and the invoicing. The Town and the FCD share decision making throughout the project. Decisions include selection of the engineer doing the work, schedule of the work, and acceptance of the study results.

Staff feels that because this study is a precursor to any discussion relating to the future potential acquisition of the Nevada Ditch as open space, Arapahoe County Open Space funds could be used to fund the study.

Staff Recommendations:

Allocate \$20,000 of Town Open Space funds to match the UDFCD \$20,000 so the study can proceed.

AGREEMENT REGARDING FUNDING OF
OUTFALL SYSTEMS PLANNING FOR
NEVADA DITCH DEMOBILIZATION

Agreement No. 18-11.26
Project No. 107043
Agreement Amount \$40,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF COLUMBINE VALLEY (hereinafter called "TOWN"); (hereinafter TOWN and DISTRICT shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2018 (Resolution No. 59, Series of 2017) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of an outfall systems plan for Nevada Ditch demobilization (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop an outfall systems plan, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for

AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$ 40,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan Percentage Share	Maximum Contribution
DISTRICT	50.00%	\$ 20,000
TOWN	50.00%	\$ 20,000
TOTAL	100.00%	\$ 40,000

Each PARTY'S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY'S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this Agreement. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY. TOWN's contribution is contingent upon the Board of

Trustees appropriating the sum of \$20,000 for PROJECT on or before January 15, 2019. Should TOWN fail to appropriate such funds, this Agreement shall be considered null and void with no legal force and effect.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN - \$20,000; DISTRICT - \$20,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN's request, TOWN's share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, TOWN shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of TOWN, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to TOWM access to the draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to TOWN upon request.

11. TERM OF THE AGREEMENT

Despite the date that this Agreement is signed by PARTIES, the term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES or December 31 of the

year that it is tendered to TOWN for execution and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Mayor of the Town of Columbine Valley, 2 Middlefield Road, Columbine Valley, CO 80123.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available TOWN related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to TOWN. TOWN also agrees to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to TOWN by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

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

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.
18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.
19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.
20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.
21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.
22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.
23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.
24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

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

27. ILLEGAL ALIENS

A. PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

1. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
4. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
5. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
6. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
7. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3)

days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

8. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
9. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, § 24-71.3-101-121, C.R.S.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

AST
Checked By

By 

Name Ken A. MacKenzie

Title Executive Director

Date 12/20/18

TOWN OF COLUMBINE VALLEY

By 

Name Richard Champion

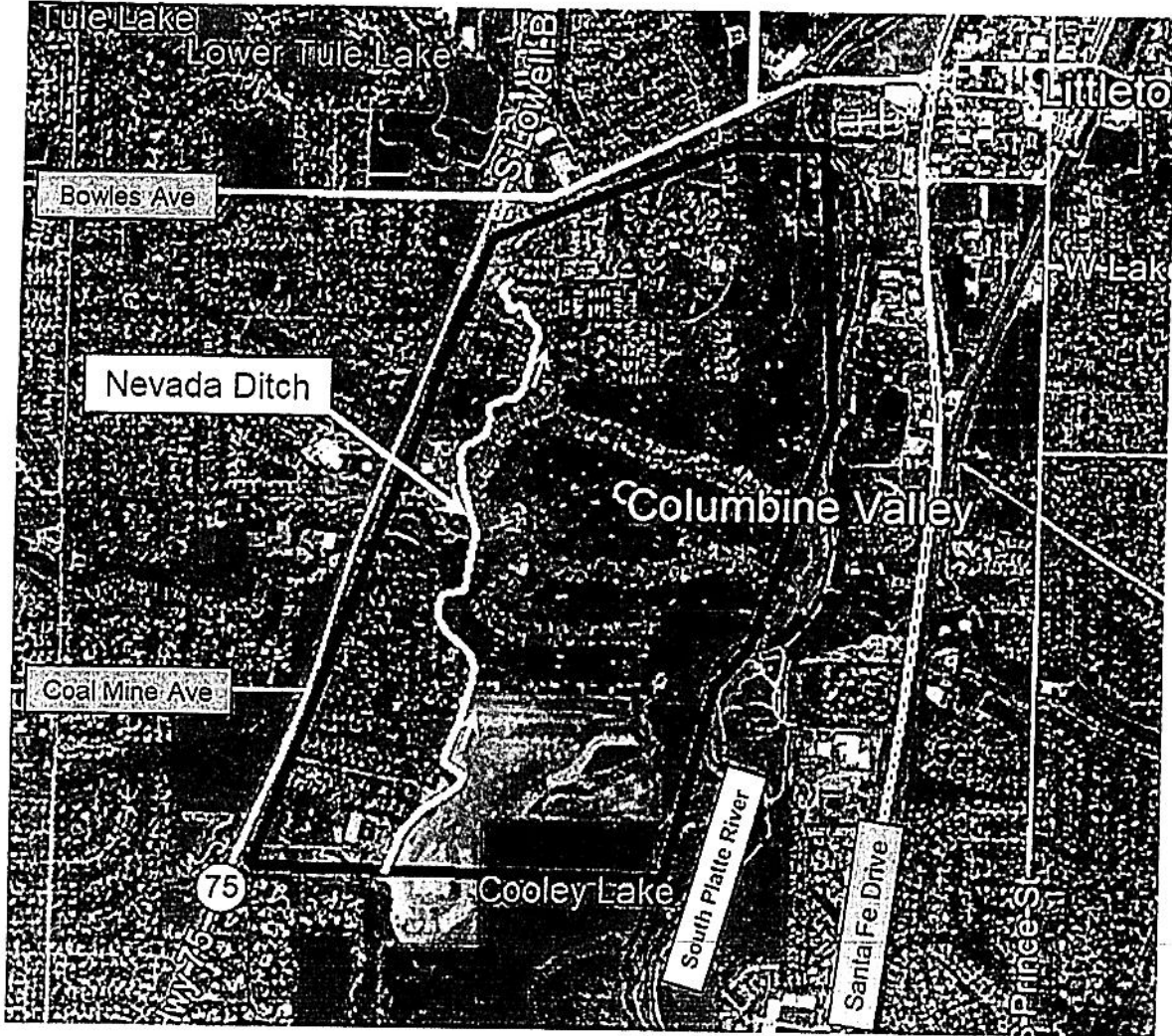
Title Mayor

Date December 20, 2018

AGREEMENT REGARDING FUNDING OF
OUTFALL SYSTEMS PLANNING FOR
NEVADA DITCH DEMOBILIZATION
EXHIBIT A

Agreement No. 18-11.26

Project No. 107043





Request for Board of Trustee Action

Date: January 15, 2019

Title: Trustee Bill #1, Series of 2019: Vagrancy

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: In September the Board of Trustees placed a moratorium on the enforcement of portions of Municipal Code 9.12.020, an ordinance addressing vagrancy, in response to a request by the American Civil Liberties Union

After reviewing new case law and legislative changes over the years it has been determined that a portion of Section 9.12.020 is unenforceable and unconstitutional and should be repealed.

Attachments: Trustee Bill #1, Series of 2019

Staff Recommendations: Approve as presented

Recommended Motion(s): "I move to approve Trustee Bill #1, Series of 2019 on 1st reading."

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 1
SERIES OF 2019

INTRODUCED BY
TRUSTEE: BRUCE MENK

A BILL FOR AN ORDINANCE CONCERNING COLUMBINE VALLEY MUNICIPAL
CODE SECTION 9.12.020, VAGRANCY

WHEREAS, portions of 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, heretofore the Town enacted an ordinance prohibiting the enforcement of Sections 9.12.020(A) & (D) of the Municipal Code while it had an opportunity to review and study the allegations of the ACLU; and

WHEREAS, new case law and legislative changes over the years necessitates that the Town update portions of Section 9.12.020 of the Municipal Code; and

WHEREAS, it has been determined that a portion of Section 9.12.020 previously enacted by the Town is unenforceable and unconstitutional; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley finds that it is necessary to repeal Sections 9.12.020 (A) & (D) of the Municipal Code and amend Section 9.12.020 (H) of the Municipal Code.

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

Section 1. The Sections 9.12.020(A) & (D) of the Municipal Code of the Town of Columbine Valley, titled Vagrancy, are hereby repealed.

Section 2. Section 9.12.020(H) of the Municipal Code of the Town of Columbine Valley is amended to read as follows: Any person who is found trespassing in the night time upon the private property of others.

Section 3. That should any section, clause, sentence, part of 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 4. The Town Clerk shall certify the passage of this ordinance and cause notice of its contents and passage to be published.

Section 5. 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. 1, Series of 2019, 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 15th day of January, 2019, passed by a vote of ___ for and ___ against on first reading; passed on second reading, after a meeting held on the ___ day of February, 2019, at a regular meeting of the Board of Trustees held on the ___ day of February, 2019, by a vote of _____ for and _____ against and ordered published in the Littleton Independent on the ___ day of _____, 2019.

Richard Champion, Mayor

Attest: _____
JD McCrumb, Town Clerk

Published: _____ in the Littleton Independent Newspaper



Request for Board of Trustee Action

Date: January 15, 2019

Title: 2018 Annual Audit Engagement

Presented By: Jeff Tempas, Town Treasurer

Background: Each year the Town contracts an independent audit firm to audit the Town's financial statements and associated government activities.

The Town anticipates receiving an audit engagement letter prior to the February Trustee meeting and would like Board approval to sign the letter.

Fiscal Impacts: Fee for services

Recommended Motion: "I move to engage Clifton Larson Allen to conduct the 2018 audit".



CLA (CliftonLarsonAllen LLP)
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
303-779-5710 | fax 303-779-0348
CLAconnect.com

December 14, 2018

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

Dear Board Members and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for Town of Columbine Valley ("you," "your," or "the entity") for the year ended December 31, 2018.

Mark Elmshauser is responsible for the performance of the audit engagement

Audit services

We will audit the financial statements of the governmental activities and major fund which collectively comprise the basic financial statements of Town of Columbine Valley, as of and for the year ended December 31, 2018, and the related notes to the financial statements.

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

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

Nonaudit services

We will also provide the following nonaudit services:

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

Audit objective

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

We will also perform procedures to enable us to express an opinion on whether the supplementary information other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

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

Auditor responsibilities, procedures, and limitations

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

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

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

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

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

Management responsibilities

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

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

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

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

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

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could

cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

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

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

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

Use of financial statements

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

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

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

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

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

Engagement administration and other matters

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

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

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

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

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

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

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

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

Time limitation

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

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

Fees

It is hereby agreed that our fee will not exceed \$15,700. This includes audit work related to the reporting requirements related to GASB Statement No. 68 – Accounting and Financial Reporting for Pensions at a fee of \$1,000. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

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

Bookkeeping services

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

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Processing immaterial adjustments through the financial statements

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

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

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues

- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

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

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

Changes in accounting and audit standards

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

Other fees

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

Subcontractors

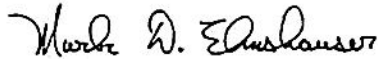
CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



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

Response:

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

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____