

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

January 21, 2020

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
November 19, 2019
December 10, 2019
6. REPORTS
 - A. Mayor
 - B. Trustees
 - C. Town Administrator
 - D. Chief of Police
 - E. Finance Report
7. OLD BUSINESS
 - A. Trustee Bill #6 Series 2019 – Swimming Pools (2nd Reading) Mr. Schiller
8. NEW BUSINESS
 - A. Resolution #1, Series 2020 – Mail Ballot Election Mr. McCrumb
 - B. Resolution #2, Series 2020 – Election Judges Mr. McCrumb
 - C. Resolution #3, Series 2020 – Wallace Annexation Mr. Sieber
 - D. Approval of Republic Services Agreement Mr. McCrumb
 - E. Approve Annual Audit Engagement Letter Mr. McCrumb
9. EXECUTIVE SESSION
An executive session to discuss contract negotiations regarding annexation agreement pursuant to C.R.S. § 24-6-402(4)(e).
10. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
November 19, 2019

PUBLIC HEARING: 2020 Town Budget

Mayor Champion opened the Public Hearing at 6:00 p.m. at the Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Colorado. Roll call found the following present:

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

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

Mr. McCrumb and Mrs. Kelly presented the Trustees with the 2020 Town Budget.

There was no public comment, the public hearing was closed at 6:04 p.m.

PUBLIC HEARING: Trustee Bill #11, Series 2019

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

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

Mr. Schiller presented the Trustees with Trustee Bill #11, Series 2019. Mr. Tom Hennley of Xcel Energy was available to answer any questions about the agreement.

There was no public comment, the public hearing was closed at 6:17 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, Kathy Boyle, Gale Christy, Bill Dotson, Gary Miles, and Roy Palmer

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

APPROVAL OF AGENDA: The Mayor proposed removing agenda item 8D from the agenda, and the Board of Trustees unanimously approved the agenda as amended.

CITIZEN COMMENTS: There were no public comments.

CONSENT AGENDA: The minutes of the October 15, 2019 regular meeting were approved.

REPORTS:

- A. Mayor Champion updated the Trustees on the ongoing Metroplex issue. The Mayor also shared several complaints he had heard regarding trash pick-up.
- B. Trustee Dotson updated the Trustees on the County's effort to ensure an accurate census count.
- C. Mr. McCrumb presented the attached report.
- D. Chief Cottrell presented the attached report.
- E. Mrs. Kelly presented the attached financials.

OLD BUSINESS:

Trustee Bill #10, 2019 – Weed Height: Mr. Schiller presented the ordinance to reduce the allowable height of weeds in Columbine Valley from 10" to 6". The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Christy, the Board of Trustees unanimously approved Trustee Bill #10, 2019 on 2nd Reading.

Trustee Bill #11, 2019 – Weed Height: Mr. Schiller presented the ordinance to renew Columbine Valley's franchise agreement with Public Service Company of Colorado (Xcel). Prior to any discussion Trustee Palmer announced that refrain from voting due to ongoing compensation from Xcel. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Boyle, the Board of Trustees approved Trustee Bill #11, 2019 on 2nd Reading by a vote of 5-0 with 1 abstention.

NEW BUSINESS:

Trustee Bill #6, 2019 – Swimming Pools: Mr. Schiller presented the ordinance to repeal Chapter 15.40 of the Town's Municipal Code because recently adopted 2018 International Building Codes make the section moot. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Miles and a second by Trustee Boyle, the Board of Trustees unanimously approved Trustee Bill #6, 2019 on 1st Reading.

2020 Town Master Plan: Planning and Zoning Commission Chairwoman Sandy Graham introduced, and Mr. Sieber and Mr. Kaslon presented the 2020 Town Master Plan, which had recently been adopted by the P & Z. Mayor Champion complimented the P & Z on an outstanding job. The Trustees asked clarifying questions and had a brief discussion regarding trails and open space access. Trustee Christy proposed the creation of a parks and open space citizen advisory committee.

ACTION: upon a motion by Trustee Christy and a second by Trustee Palmer, the Board of Trustees unanimously approved 2020 Town Master Plan.

Resolution #2, 2019 – 2020 Town Budget: Mr. McCrumb and Mrs. Kelly presented the updated 2020 Town Budget for review. The Trustees asked clarifying questions and had a brief discussion.

ACTION: no action was required. The Budget will be adopted in December.

Set Special Meeting: Mr. McCrumb presented to the Trustees the need to move the December meeting one week forward to accommodate the Arapahoe County deadline for certifying the Town's 2020 mill levy.

ACTION: upon a motion by Trustee Christy and a second by Trustee Boyle, the Board of Trustees unanimously approved moving the December meeting to December 10, 2019.

EXECUTIVE SESSION: Upon a motion by Trustee Miles and a second by Trustee Dotson, the Board unanimously approved entering into executive session at 9:17 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 approximately 10:00 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 10, 2019

Mayor Champion called the Special Meeting of the Trustees to order at 6:31 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, and Roy Palmer

Also present: J.D. McCrumb, Angie Kelly and Lee Schiller

NEW BUSINESS:

Resolution # 2, Series 2019: Upon presentation and review of the 2020 Budget for the Town of Columbine Valley, the Board of Trustees took the following action:

ACTION: upon a motion by Trustee Palmer and a second by Trustee Christy, the Board unanimously approved Resolution # 2, Series 2019

Resolution # 3, Series 2019: 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 6.567 mills and the Board took the following action:

ACTION: upon a motion by Trustee Boyle and a second by Trustee Dotson, the Board unanimously approved Resolution # 3, Series 2019.

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 2020



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

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



Communications & Happenings

- Administration staff and contractors met for an annual project planning meeting to review and scheduled activities for the 2020 calendar year.
- Packets are currently available for persons interested in running for Mayor or Trustee in the April 2020 municipal election. First-time candidates will be invited to an orientation in February to understand the nuances of running for office in Columbine Valley and to learn the nuances of the position they are interested in serving in.
- Columbine Valley has been participating on the Colorado Municipal League Policy Committee keeping up with issues of relevance that are being considered by the state legislature during the 2020 session.
- The Building Department has seen a substantial increase in January Contractor License renewals over the past two years. This is believed to be in large part due to the new automated GovPilot software system.
- Planning has already begun for the 2020 summer concerts and the 4th of July events. Sponsorships are also being secured.

Citizen Contacts:

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

- ⇒ Building Department: 179
- ⇒ Comm. Development: 42
- ⇒ Public Works: 162
- ⇒ Municipal Court: 32
- ⇒ Other: 186

Town Website December Statistics

3,489

Total Visits

4,311

December Page Views

Top Pages

Calendar

Snow Removal

Dumpsters

Trash & Recycling



Building Department

Monthly Stats

9 Permits Issued

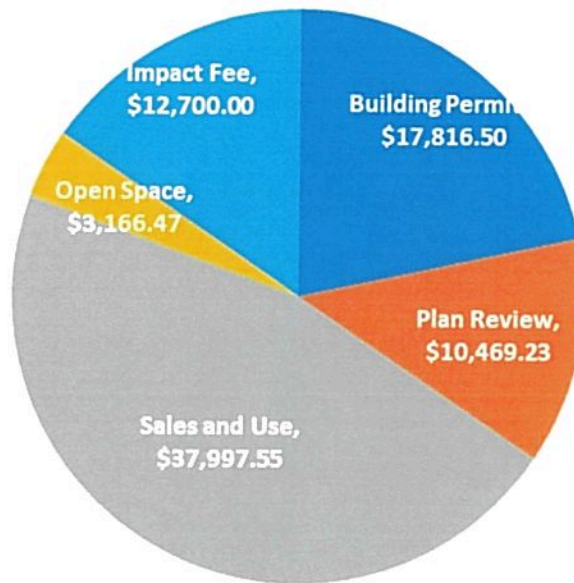
- New SFR: 1
- Major Remodels: 1
- New Roofs: 2
- Other/Misc.: 5

57 Inspections

1 Licenses Issued

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

Dec. Permit Rev.: \$82,149.75



Wild Plum

95 Total Lots

3 SFR Permits Issued

2 Permits Pending

1 Under Construction

Wilder Lane

24 Total Lots

4 Permits Active

0 Permit Pending

18 Completed Homes

17 Occupied Homes

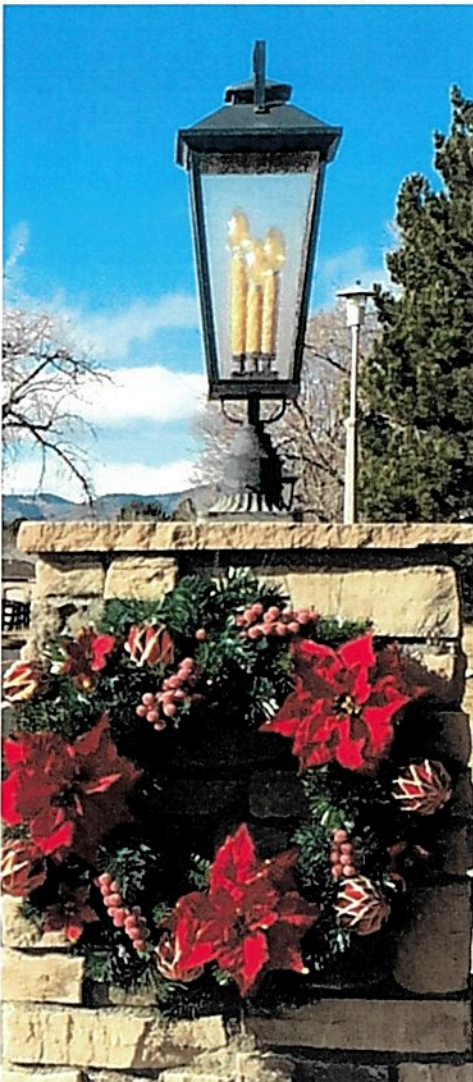
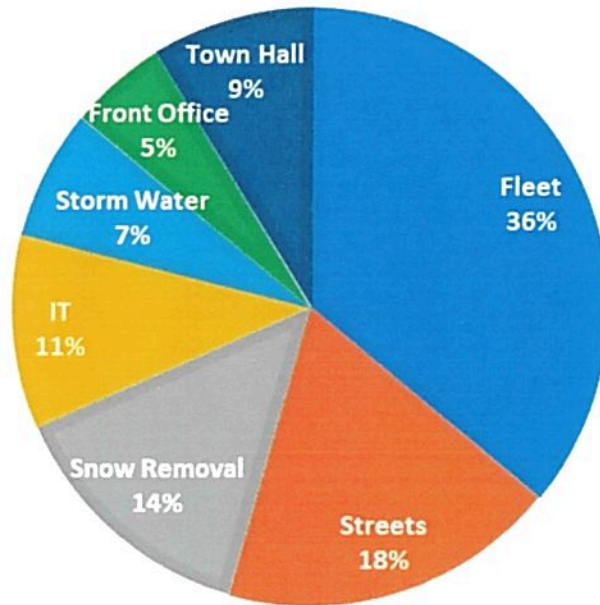


Building Department Revenue by Month

	2018	2018 YTD	2019	2019 YTD
January	\$33,481.56	\$33,481.56	\$23,584.77	\$23,584.77
February	\$15,406.51	\$48,888.16	\$12,990.46	\$36,575.23
March	\$57,032.86	\$105,921.02	\$64,334.11	\$100,909.34
April	\$13,164.99	\$119,086.01	\$55,497.63	\$156,406.97
May	\$17,214.40	\$136,300.41	\$5,595.22	\$162,002.19
June	\$35,176.96	\$171,477.37	\$46,632.58	\$208,634.77
July	\$55,551.95	\$227,029.32	\$7,113.45	\$215,748.22
August	\$53,573.29	\$280,602.61	\$8,432.54	\$224,180.76
September	\$80,807.31	\$361,409.92	\$33,744.29	\$257,924.29
October	\$43,243.16	\$404,653.08	\$102,798.74	\$360,723.03
November	\$30,518.62	\$435,171.70	\$89,872.08	\$450,595.11
December	\$28,949.58	\$464,121.28	\$82,149.75	\$532,744.86

Public Works Department

December Staff Time Allocation (including contractors)



- The 2019 Pavement Program was completed in the fall with an application of crack and seal on areas as needed throughout Town. Several pot holes were also repaired.
- Exterior lights around Town Hall continue to be rewired and upgraded to LED as the old units fail.
- The Town Hall security system also continues to receive upgrades and improvements.
- A dash camera was installed on the Public Works Expedition and is set to record anytime the vehicle is running. The camera is designed for both day and night recording and includes GPS data in the file. The data can be overlaid on a map and will help improve the safety and efficiency of snow plowing.
- The aging Public Works fleet continues to require ongoing maintenance of both the Expedition and F350.
- The Platte Canyon and Fairway traffic signal continues to be worked on with CDOT, Denver Water and external contractors. Multiple Issues related to the water main fix late last year were the root cause of the problems, but work continues with programming and sensor calibrations at the intersection.

December Weather Report

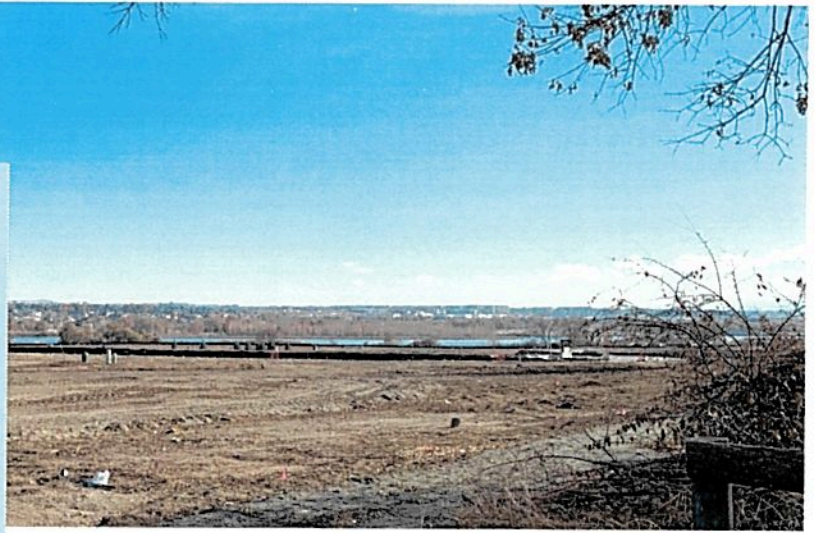
- High of 66
- Low of 5
- 4.5" of snow
- 4 calendar days with snow operations
- .58" of precipitation

Municipal Court

	<u>2018 YTD</u>	<u>2019</u>	<u>2019 YTD</u>
Jan	\$10,400.00	\$6,287.00	\$6,287.00
Feb	\$20,026.87	\$3,130.00	\$9,147.00
Mar	\$25,871.12	\$4,433.25	\$13,580.25
Apr	\$30,716.12	\$2,422.75	\$16,003.00
May	\$37,901.12	\$2,490.00	\$18,493
June	\$44,161.12	\$2,815.00	\$46,976.12
July	\$49,965.59	\$3,232.48	\$53,198.07
Aug	\$63,683.59	\$4,448.01	\$57,646.08
Sept	\$79,049.59	\$5,160.00	\$62,806.08
Oct	\$93,721.59	\$5,680.00	\$68,486.08
Nov	\$101,094.59	\$3,705.37	\$72,191.45
Dec	\$102,154.59	\$3,720.00	\$75,911.45

November Total Stats

- Total paid before Court: 19
- Total on docket: 16
- Cases heard by Judge: 6
- Continuances: 0
- Failure to Appears: 3
- Stay of Executions: 0
- Classes Ordered: 0
- Bench Warrants 2
- Trials 0



Community Development

Wild Plum Farm

Lennar has pulled permits for two model homes. There are two additional plan reviews in progress which would bring the total to four non-custom plans to have completed the Town's review process.

Three of the 11 custom lots along Fairway have been sold, with one home currently under construction.

On-site items recently completed include the fire pit and plaza, retaining walls, upper detention pond, site irrigation, installation of feature walls, mail kiosks, finishing fence across rundowns, revegetation on Cooley Lake open space areas, and finishing signs.

Projects still underway include finishing crusher fines trail by the ditch, bollard installation, and installing the boardwalk.

Materials required for the installation of rock between the Town wall and new sidewalk along Platte Canyon road has been ordered and some is onsite ready for installation.

** As is typically the case, the Town did not hold
Municipal Court in December.*



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 For December 2019

Full Time Positions	5 of 6
Part Time Positions	4 of 4
Regular hours	806
OT hours worked	60
Off Duty	0
PTO	93

December 2019 Violations

Charges For the Date Range 12/1/2019 Thru 12/31/2019

Qty	Charge
21	1210(A) ON STREET PARKING PROHIBITED (3-6 AM) 1210(A) ON STREET PARKING PROHIBITED (3-6 AM):
14	703(3) FAIL TO STOP AT A STOP SIGN:
3	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
2	603 TRAFFIC CONTROL DEVICE:
1	236 CHILD RESTRAINT 236 CHILD RESTRAINT:
1	705(1) FAIL TO YIELD TO EMERGENCY VEHICLE 705(1) FAIL TO YIELD TO EMERGENCY VEHICLE:
1	1205 PARKING AT CURB OR EDGE OF ROADWAY 1205 PARKING AT CURB OR EDGE OF ROADWAY:
1	703(4) FAIL TO YIELD RIGHT-OF-WAY:
0	
44	Total Number of Violations Issued

Monthly Call Report

Case Number	Event Date	Situation Reported
BM19-0000050	2019-12-08T09:42:00	Theft
BM19-0000051	2019-12-02T09:34:00	Theft from Motor Vehicle
CV19-0000131	2019-12-06T23:13:00	MENTAL SUBJECT IP
CV19-0000132	2019-12-13T18:17:00	Domestic Violence Verbal
CV19-0000133	2019-12-18T00:55:00	PROPERTY ACCIDENT IP
CV19-0000134	2019-12-29T09:36:00	TRAFFIC ARREST IP
CV19-0000135	2019-12-30T17:11:00	PROPERTY ACCIDENT IP

Problem Type Summary

3:23 PM 1/14/2020

Data Source: Data Warehouse

Agency:	ACSO
Division:	Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers
Day Range:	Date From 12/1/2019 To 12/31/2019
Exclusion:	<ul style="list-style-type: none"> • Calls canceled before first unit assigned • Calls canceled before first unit at scene

Select a format

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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	
11 HANGUP IP										
BANDONED VEHICLE IP*										
ACCIDENT ALERT IP										
Animal Call										
ANIMAL CALL IP*		4								4
Assault										
ASSIST TO OTHER AGENCY IP		1								1

Auto Theft									
UTO THEFT IP									
Burglary									
Burglary Attempt									
BURGLARY ATTEMPT IP									
BURGLARY IP									
BUSINESS ALARM IP		<u>3</u>							<u>3</u>
BUSINESS CHECK IP*				<u>6</u>					<u>6</u>
CANCEL RUNAWAY IP									
Child Abuse									
CHILD ABUSE IP									
CITIZEN ASSIST IP			<u>3</u>						<u>3</u>
CODE ENFORCEMENT IP*									
Criminal Impersonation									
CRIMINAL IMPERSONATION IP									
Criminal Mischief									
CRIMINAL MISCHIEF IP									
Criminal Tampering									
CRIMINAL TAMPERING IP									
DEAD ON ARRIVAL IP									
Disturbance Physical									
DISTURBANCE PHYSICAL IP									
Disturbance Verbal									
DISTURBANCE VERBAL IP									
Domestic Violence Physical									
DOMESTIC VIOLENCE PHYSICAL IP									
Domestic Violence Verbal			<u>1</u>						<u>1</u>
DOMESTIC VIOLENCE VERBAL IP									
Drug Violation									
DRUG VIOLATION IP									
DUNK SUBJECT IP									
EUI IP									
Elder Abuse									
ELDER ABUSE IP									
FIREFWORKS IP									
FOUND PERSON IP									
FOUND PROPERTY IP*			<u>2</u>						<u>2</u>
Fraud									
RAUD IP									
Harassment									
HARASSMENT IP									
HOME CHECK IP*									
Identity Theft			<u>1</u>						<u>1</u>
IDENTITY THEFT IP									
IMPOUNDED VEHICLE IP									
INFORMATION IP			<u>5</u>						<u>5</u>
Injury Accident									
INJURY ACCIDENT IP									
INTIMIDATING A WITNESS IP									
INTENACING IP									
MENTAL SUBJECT IP		<u>2</u>							<u>2</u>
MESSAGE FOR DEPUTY IP			<u>13</u>						<u>13</u>
MISSING CHILD IP									
Missing Person									
MISSING PERSON IP									
OBSTRUCTION IP									
ODOR INVESTIGATION IP									
OPEN GARAGE DOOR IP*			<u>5</u>						<u>5</u>
OVERSIZED VEHICLE IP*			<u>1</u>						<u>1</u>
PARKING COMPLAINT IP*			<u>15</u>						<u>15</u>
Property Accident									
PROPERTY ACCIDENT IP		<u>1</u>							<u>1</u>

UFFING VEHICLE IP*			<u>2</u>						<u>2</u>
ECOVERED STOLEN PROPERTY IP									
ECOVERED STOLEN VEHICLE IP									
EDI REPORT IP							<u>1</u>		<u>1</u>
EPOSSESSED VEHICLE IP									
estraining Order Vio									
ESTRAINING ORDER VIO IP									
obbery									
OBBERY IP									
unaway									
UNAWAY IP									
ELECTIVE ENFORCEMENT IP*									
ex Assault									
EX ASSAULT IP									
hots Fired									
HOTS FIRED IP									
UICIDE ATTEMPT IP									
UICIDE COMPLETED IP									
UICIDE THREAT IP									
USPICIOUS CIRCUMSTANCE IP		<u>1</u>							<u>1</u>
uspicious Person									
USPICIOUS PERSON IP		<u>1</u>							<u>1</u>
uspicious Vehicle			<u>2</u>						<u>2</u>
USPICIOUS VEHICLE IP		<u>4</u>							<u>4</u>
heft			<u>1</u>						<u>1</u>
heft from Motor Vehicle			<u>1</u>						<u>1</u>
HEFT FROM MOTOR VEHICLE IP									
HEFT IP									
RAFFIC ARREST IP			<u>1</u>						<u>1</u>
traffic Complaint			<u>1</u>						<u>1</u>
RAFFIC COMPLAINT IP									
RAFFIC OBSTRUCTION IP		<u>1</u>							<u>1</u>
RAFFIC STOP IP		<u>28</u>							<u>28</u>
RANSPORT IP									
respas to Property									
RESPASS TO PROPERTY IP		<u>1</u>							<u>1</u>
respas to Vehicle									
RESPASS TO VEHICLE IP									
NKNOWN INJURY ACCIDENT IP									
NLAWFUL ACTS IP									
nwanted Subject									
NWANTED SUBJECT IP									
EHICLE LOCKOUT IP									
VARRANT ARREST IP									
VARRANT PICKUP IP									
Weapons Violation									
WEAPONS VIOLATION IP									
WELFARE CHECK IP		<u>5</u>							<u>5</u>
ONING IP									
Total		<u>52</u>	<u>54</u>	<u>6</u>			<u>1</u>		<u>113</u>

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF OCTOBER 31, 2019**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
Wells Fargo	50,051	515	50,566
Vectra Bank	4,974	399,702	404,676
C-Safe Primary	-	903,769	903,769
CTC-C Safe	-	20,355	20,355
Arapahoe County Shareback	-	431,018	431,018
YTD Cash Balances	\$ 55,025	\$ 1,755,359	\$ 1,810,384

**TOWN OF COLUMBINE VALLEY
PROJECT ALLOCATION OF AVAILABLE BALANCE
YEAR TO DATE (YTD) AS OF OCTOBER 31, 2019**

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Impact Fees	TOTALS
2019 BEGINNING AVAILABLE FUND BALANCE	\$ 1,348,885	\$ 66,898	\$ 13,095	\$ 397,342	\$ -	\$ 1,826,220
YTD REVENUES PER FINANCIAL STATEMENTS						
Taxes	976,108	-	-	-	-	976,108
Permits and fines	233,143	-	-	-	-	233,143
Intergovernmental	376,349	-	-	-	-	376,349
Interest	16,943	-	747	7,837	-	25,527
Other	35,421	-	-	-	-	35,421
Conservation Trust Fund entitlement	-	-	6,710	-	-	6,710
Arapahoe County open space fund	-	-	-	38,733	-	38,733
Impact fees	-	-	-	-	-	-
Total YTD revenues	1,637,964	-	7,457	46,570	-	1,691,991
Total YTD expenditures	(1,427,253)	(161,212)	-	(20,000)	-	(1,608,465)
Excess of Revenues over (under) expenditures	210,711	(161,212)	7,457	26,570	-	83,526
Total Other Financing Sources	(25,000)	25,000				
Net Change in Fund Balance	185,711	(136,212)	7,457	26,570	-	83,526
FUNDS AVAILABLE	1,534,596	(69,314)	20,552	423,912	-	1,909,746
Budget vs Actual Reference	(page 4)	(page 7)	(page 8)	(page 9)	(page 10)	

TOWN OF COLUMBINE VALLEY
BALANCE SHEET - All FUNDS
October 31, 2019
Unaudited

	<u>General</u>
ASSETS	
Cash and investments	\$ 1,810,384
Other receivables	159,316
Property tax receivable	371,144
Property and equipment, net	2,517,317
TOTAL ASSETS	<u><u>\$ 4,858,161</u></u>
 LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable	\$ 32,443
Accrued liabilities	27,511
Deferred property tax revenue	371,144
Unavailable - Fixed assets net of outstanding LT debt	2,517,317
Total liabilities	<u>2,948,415</u>
FUND BALANCES	
General	1,534,596
Capital	(69,314)
Conservation trust fund	20,552
Arapahoe county open space	423,912
Impact fees	-
Total fund balances	<u>1,909,746</u>
TOTAL LIABILITIES AND FUND BALANCES	<u><u>\$ 4,858,161</u></u>

TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited

	YTD	2019	Variance	Percent
	Actual	Budget	Over	of Budget
			(Under)	(83% YTD)
REVENUES				
Taxes	\$ 976,108	\$ 1,168,098	\$ (191,990)	84%
Permits and fines	233,143	430,000	(196,857)	54%
Intergovernmental	376,349	374,902	1,447	100%
Interest income	16,943	28,500	(11,557)	59%
Other	35,421	27,500	7,921	129%
Total revenues	<u>1,637,964</u>	<u>2,029,000</u>	<u>(391,036)</u>	<u>81%</u>
EXPENDITURES				
Administration	562,135	722,000	(159,865)	78%
Planning and engineering	89,064	67,500	21,564	132%
Public safety	539,926	696,000	(156,074)	78%
Public works	236,128	378,500	(142,372)	62%
Total expenditures	<u>1,427,253</u>	<u>1,864,000</u>	<u>(436,747)</u>	<u>77%</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>210,711</u>	<u>165,000</u>	<u>45,711</u>	
OTHER FINANCING SOURCES				
Transfer to Capital-Grant funding	(25,000)	-	(25,000)	
Transfer to Capital	-	(665,000)	665,000	
Total other financing sources	<u>(25,000)</u>	<u>(665,000)</u>	<u>640,000</u>	
NET CHANGE IN FUND BALANCE	185,711	<u>\$ (500,000)</u>	<u>\$ 685,711</u>	
BEGINNING FUND BALANCE	<u>1,348,885</u>			
ENDING FUND BALANCE	<u><u>\$ 1,534,596</u></u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited

	MTD	YTD	Total	Total 2019	Percent
	Actual	Actual	2019	Variance	of Budget
			Budget	Over	(83% YTD)
				(Under)	
REVENUES					
Taxes					
Cable television	\$ -	\$ 27,148	\$ 32,000	\$ (4,852)	85%
Property taxes	1,565	367,756	371,144	(3,388)	99%
Sales and use tax	80,875	510,498	695,500	(185,002)	73%
Specific ownership taxes	2,259	23,877	23,454	423	102%
Utility franchise fees	3,549	46,829	46,000	829	102%
Total taxes	88,248	976,108	1,168,098	(191,990)	84%
Permits and fines					
Fines	6,031	43,484	75,000	(31,516)	58%
Permits, fees and services	36,799	189,659	355,000	(165,341)	53%
Total permits and fines	42,830	233,143	430,000	(196,857)	54%
Intergovernmental					
Bow Mar IGA	-	310,102	285,102	25,000	109%
Bow Mar IGA admin	-	-	25,000	(25,000)	0%
County highway tax revenue	-	12,067	12,000	67	101%
Motor vehicle registration fees	445	4,343	6,000	(1,657)	72%
State cigarette tax apportionment	7	500	800	(300)	63%
State highway user's tax	8,149	49,337	46,000	3,337	107%
Total intergovernmental	8,601	376,349	374,902	1,447	100%
Interest	2,765	16,943	28,500	(11,557)	59%
Other	177	35,421	27,500	7,921	129%
TOTAL REVENUES	142,621	1,637,964	2,029,000	(391,036)	81%
EXPENDITURES					
Administration					
Accounting and audit	2,441	28,489	20,500	7,989	139%
Advertising/notices	78	203	500	(297)	41%
Building inspection and planning review	6,871	86,068	159,750	(73,682)	54%
Building maintenance and utilities	5,140	29,887	27,250	2,637	110%
Community functions	1,390	22,564	36,500	(13,936)	62%
Computer expense	643	22,800	17,000	5,800	134%
County treasurers fees	16	3,678	3,711	(33)	99%
Dues and publications	-	5,079	7,800	(2,721)	65%
Education and training	-	1,068	5,500	(4,432)	19%
Health insurance	4,042	36,976	32,000	4,976	116%
Insurance and bonds	-	15,449	30,000	(14,551)	51%
Legal	2,833	35,804	48,000	(12,196)	75%
Master plan/survey	-	13,000	13,000	-	100%
Miscellaneous	992	25,212	12,489	12,723	202%
Payroll taxes	791	15,238	24,000	(8,762)	63%
Pension	(698)	6,091	15,000	(8,909)	41%
Salaries	27,076	193,657	254,000	(60,343)	76%
Supplies	1,318	16,916	10,000	6,916	169%
Telephone/communications	-	3,956	5,000	(1,044)	79%
Total administration	52,933	562,135	722,000	(159,865)	78%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited

	MTD Actual	YTD Actual	Total 2019 Budget	Total 2019 Variance Over (Under)	Percent of Budget (83% YTD)
Planning and engineering					
Town planning	18,598	80,673	52,545	28,128	154%
Town engineer	(4,014)	8,391	13,455	(5,064)	62%
Miscellaneous	-	-	1,500	(1,500)	0%
Total planning and engineering	14,584	89,064	67,500	21,564	132%
Public safety					
Arapahoe county dispatch fee	-	21,942	29,256	(7,314)	75%
Cruiser gas/oil/maintenance	2,369	15,157	30,000	(14,843)	51%
Cruiser insurance	-	4,687	7,000	(2,313)	67%
Education/training	-	1,865	9,000	(7,135)	21%
Health insurance	4,694	45,404	52,000	(6,596)	87%
Municipal court - judge	750	9,000	9,000	-	100%
Municipal court - legal	2,921	25,006	27,500	(2,494)	91%
Municipal court - other	335	2,857	6,000	(3,143)	48%
Pension plan	(1,700)	17,688	43,000	(25,312)	41%
Salaries	47,295	353,900	430,000	(76,100)	82%
Supplies/miscellaneous	1,270	25,409	17,244	8,165	147%
Uniforms	1,936	5,408	8,000	(2,592)	68%
Workman's compensation insurance	-	11,603	28,000	(16,397)	41%
Total public safety	59,870	539,926	696,000	(156,074)	78%
Public works					
Ground maintenance	(660)	22,982	3,500	19,482	657%
Homeowner association subsidy	-	-	9,000	(9,000)	0%
Other drainage/water	-	7,429	5,000	2,429	149%
Professional fees	-	-	7,500	(7,500)	0%
Salary	366	33,474	42,000	(8,526)	80%
Sanitation (trash/recycle service)	7,357	72,056	84,000	(11,944)	86%
Signs maintenance	-	(1,363)	1,000	(2,363)	-136%
Snow removal	475	1,491	2,000	(509)	75%
Storm water permit process	-	4,965	5,000	(35)	99%
Street and gutter maintenance	80,269	80,419	200,000	(119,581)	40%
Street cleaning	-	-	2,000	(2,000)	0%
Street lighting	957	8,999	15,000	(6,001)	60%
Striping	-	-	1,000	(1,000)	0%
Vehicle maintenance	252	5,676	1,500	4,176	378%
Total public works	89,016	236,128	378,500	(142,372)	62%
TOTAL EXPENDITURES	216,403	1,427,253	1,864,000	(436,747)	77%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(73,782)	210,711	165,000	45,711	
OTHER FINANCING SOURCES (USES)					
Transfer to Capital-Grant funding	(25,000)	(25,000)	-	(25,000)	
Transfer to Capital	-	-	(665,000)	665,000	
Total other financing sources (uses)	(25,000)	(25,000)	(665,000)	640,000	
NET CHANGE IN FUND BALANCE	\$ (98,782)	185,711	\$ (500,000)	\$ 685,711	
BEGINNING FUND BALANCE		1,348,885			
ENDING FUND BALANCE		\$ 1,534,596			

TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited

	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (83% YTD)</u>
EXPENDITURES				
Public safety				
APX radio upgrade	52,418	52,000	418	101%
Lightpole replacement	-	8,000	(8,000)	0%
Other	-	6,500	(6,500)	0%
Vehicle	87,309	90,000	(2,691)	97%
Administration				
Server	9,851	8,000	1,851	123%
Public works				
Expedition snow plow	6,028	-	6,028	0%
Village drainage improvements	-	55,000	(55,000)	0%
Gain (Loss) on sale of assets	5,606		5,606	0%
Total expenditures	<u>161,212</u>	<u>219,500</u>	<u>(58,288)</u>	<u>73%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>(161,212)</u>	<u>(219,500)</u>	<u>58,288</u>	
OTHER FINANCING SOURCES				
Transfer from general-Grant funding	25,000		25,000	
Transfer from general	-	665,000	(665,000)	
Total other financing sources	<u>25,000</u>	<u>665,000</u>	<u>(640,000)</u>	
NET CHANGE IN FUND BALANCE	(136,212)	<u>\$ 445,500</u>	<u>\$ (581,712)</u>	
BEGINNING FUND BALANCE	<u>66,898</u>			
ENDING FUND BALANCE	<u><u>\$ (69,314)</u></u>			

**TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited**

	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (83% YTD)</u>
REVENUES				
Conservation Trust Fund entitlement	6,710	6,000	710	112%
CTF interest	747	-	747	0%
Total revenues	<u>7,457</u>	<u>6,000</u>	<u>1,457</u>	<u>124%</u>
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	<u>-</u>	<u>6,000</u>	<u>(6,000)</u>	<u>0%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>7,457</u>	<u>-</u>	<u>7,457</u>	
NET CHANGE IN FUND BALANCE	7,457	<u>\$ -</u>	<u>\$ 7,457</u>	
BEGINNING FUND BALANCE	<u>13,095</u>			
ENDING FUND BALANCE	<u><u>\$ 20,552</u></u>			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited**

	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (83% YTD)</u>
REVENUES				
Arapahoe County open space revenues	38,733	36,000	2,733	108%
ACOP interest	7,837	-	7,837	0%
Total revenues	<u>46,570</u>	<u>36,000</u>	<u>10,570</u>	<u>129%</u>
EXPENDITURES				
Arapahoe County open space expenditures	20,000	12,000	8,000	167%
Total expenditures	<u>20,000</u>	<u>12,000</u>	<u>8,000</u>	<u>167%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>26,570</u>	<u>24,000</u>	<u>2,570</u>	
NET CHANGE IN FUND BALANCE	26,570	<u>\$ 24,000</u>	<u>\$ 2,570</u>	
BEGINNING FUND BALANCE	<u>397,342</u>			
ENDING FUND BALANCE	<u>\$ 423,912</u>			

TOWN OF COLUMBINE VALLEY
IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019
Unaudited

	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (83% YTD)</u>
REVENUES				
Impact Fees	-	254,000	(254,000)	0%
Total revenues	<u>-</u>	<u>254,000</u>	<u>(254,000)</u>	<u>0%</u>
EXPENDITURES				
	-	-	-	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>-</u>	<u>254,000</u>	<u>(254,000)</u>	
NET CHANGE IN FUND BALANCE	-	<u>\$ 254,000</u>	<u>\$ (254,000)</u>	
BEGINNING FUND BALANCE	<u>-</u>			
ENDING FUND BALANCE	<u><u>\$ -</u></u>			

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF NOVEMBER 30, 2019**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
Wells Fargo	82,392	515	82,907
Vectra Bank	4,974	399,702	404,676
C-Safe Primary	-	905,092	905,092
CTC-C Safe	-	20,385	20,385
Arapahoe County Shareback	-	431,649	431,649
YTD Cash Balances	\$ 87,366	\$ 1,757,343	\$ 1,844,709

**TOWN OF COLUMBINE VALLEY
PROJECT ALLOCATION OF AVAILABLE BALANCE
YEAR TO DATE (YTD) AS OF NOVEMBER 30, 2019**

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Impact Fees	TOTALS
2019 BEGINNING AVAILABLE FUND BALANCE	\$ 1,348,885	\$ 66,898	\$ 13,095	\$ 397,342	\$ -	\$ 1,826,220
YTD REVENUES PER FINANCIAL STATEMENTS						
Taxes	1,036,934	-	-	-	-	1,036,934
Permits and fines	249,740	-	-	-	-	249,740
Intergovernmental	381,021	-	-	-	-	381,021
Interest	18,267	-	777	8,468	-	27,512
Other	35,484	-	-	-	-	35,484
Conservation Trust Fund entitlement	-	-	6,710	-	-	6,710
Arapahoe County open space fund	-	-	-	38,733	-	38,733
Impact fees	-	-	-	-	-	-
Total YTD revenues	1,721,446	-	7,487	47,201	-	1,776,134
Total YTD expenditures	(1,503,882)	(161,212)	-	(20,000)	-	(1,685,094)
Excess of Revenues over (under) expenditures	217,564	(161,212)	7,487	27,201	-	91,040
Total Other Financing Sources	(25,000)	25,000				
Net Change in Fund Balance	192,564	(136,212)	7,487	27,201	-	91,040
FUNDS AVAILABLE	1,541,449	(69,314)	20,582	424,543	-	1,917,260
Budget vs Actual Reference	(page 4)	(page 7)	(page 8)	(page 9)	(page 10)	

TOWN OF COLUMBINE VALLEY
BALANCE SHEET - All FUNDS
November 30, 2019
Unaudited

	<u>General</u>
ASSETS	
Cash and investments	\$ 1,844,709
Other receivables	121,560
Property tax receivable	371,144
Property and equipment, net	2,517,317
TOTAL ASSETS	<u><u>\$ 4,854,730</u></u>
 LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable	\$ 35,649
Accrued liabilities	13,360
Deferred property tax revenue	371,144
Unavailable - Fixed assets net of outstanding LT debt	2,517,317
Total liabilities	<u>2,937,470</u>
FUND BALANCES	
General	1,541,449
Capital	(69,314)
Conservation trust fund	20,582
Arapahoe county open space	424,543
Impact fees	-
Total fund balances	<u>1,917,260</u>
TOTAL LIABILITIES AND FUND BALANCES	<u><u>\$ 4,854,730</u></u>

TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited

	YTD	2019	Variance	Percent
	Actual	Budget	Over	of Budget
			(Under)	(92% YTD)
REVENUES				
Taxes	\$ 1,036,934	\$ 1,168,098	\$ (131,164)	89%
Permits and fines	249,740	430,000	(180,260)	58%
Intergovernmental	381,021	374,902	6,119	102%
Interest income	18,267	28,500	(10,233)	64%
Other	35,484	27,500	7,984	129%
Total revenues	<u>1,721,446</u>	<u>2,029,000</u>	<u>(307,554)</u>	<u>85%</u>
EXPENDITURES				
Administration	600,587	722,000	(121,413)	83%
Planning and engineering	95,044	67,500	27,544	141%
Public safety	563,011	696,000	(132,989)	81%
Public works	245,240	378,500	(133,260)	65%
Total expenditures	<u>1,503,882</u>	<u>1,864,000</u>	<u>(360,118)</u>	<u>81%</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>217,564</u>	<u>165,000</u>	<u>52,564</u>	
OTHER FINANCING SOURCES				
Transfer to Capital-Grant funding	(25,000)	-	(25,000)	
Transfer to Capital	-	(665,000)	665,000	
Total other financing sources	<u>(25,000)</u>	<u>(665,000)</u>	<u>640,000</u>	
NET CHANGE IN FUND BALANCE	192,564	<u>\$ (500,000)</u>	<u>\$ 692,564</u>	
BEGINNING FUND BALANCE	<u>1,348,885</u>			
ENDING FUND BALANCE	<u><u>\$ 1,541,449</u></u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited

	MTD	YTD	Total	Total 2019	Percent
	Actual	Actual	2019	Variance	of Budget
			Budget	Over	(92% YTD)
				(Under)	
REVENUES					
Taxes					
Cable television	\$ -	\$ 27,148	\$ 32,000	\$ (4,852)	85%
Property taxes	2,422	370,178	371,144	(966)	100%
Sales and use tax	55,615	566,113	695,500	(129,387)	81%
Specific ownership taxes	2,789	26,666	23,454	3,212	114%
Utility franchise fees	-	46,829	46,000	829	102%
Total taxes	60,826	1,036,934	1,168,098	(131,164)	89%
Permits and fines					
Fines	3,390	46,874	75,000	(28,126)	62%
Permits, fees and services	13,207	202,866	355,000	(152,134)	57%
Total permits and fines	16,597	249,740	430,000	(180,260)	58%
Intergovernmental					
Bow Mar IGA	-	310,102	285,102	25,000	109%
Bow Mar IGA admin	-	-	25,000	(25,000)	0%
County highway tax revenue	-	12,067	12,000	67	101%
Motor vehicle registration fees	529	4,872	6,000	(1,128)	81%
State cigarette tax apportionment	77	577	800	(223)	72%
State highway user's tax	4,066	53,403	46,000	7,403	116%
Total intergovernmental	4,672	381,021	374,902	6,119	102%
Interest	1,324	18,267	28,500	(10,233)	64%
Other	63	35,484	27,500	7,984	129%
TOTAL REVENUES	83,482	1,721,446	2,029,000	(307,554)	85%
EXPENDITURES					
Administration					
Accounting and audit	3,825	32,314	20,500	11,814	158%
Advertising/notices	114	317	500	(183)	63%
Building inspection and planning review	12,415	98,483	159,750	(61,267)	62%
Building maintenance and utilities	1,376	31,263	27,250	4,013	115%
Community functions	-	22,564	36,500	(13,936)	62%
Computer expense	639	23,439	17,000	6,439	138%
County treasurers fees	24	3,702	3,711	(9)	100%
Dues and publications	1,417	6,496	7,800	(1,304)	83%
Education and training	10	1,078	5,500	(4,422)	20%
Health insurance	2,919	39,895	32,000	7,895	125%
Insurance and bonds	-	15,449	30,000	(14,551)	51%
Legal	3,561	39,365	48,000	(8,635)	82%
Master plan/survey	-	13,000	13,000	-	100%
Miscellaneous	2,141	27,353	12,489	14,864	219%
Payroll taxes	(792)	14,446	24,000	(9,554)	60%
Pension	(1,754)	4,337	15,000	(10,663)	29%
Salaries	11,476	205,133	254,000	(48,867)	81%
Supplies	724	17,640	10,000	7,640	176%
Telephone/communications	357	4,313	5,000	(687)	86%
Total administration	38,452	600,587	722,000	(121,413)	83%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited

	MTD Actual	YTD Actual	Total 2019 Budget	Total 2019 Variance Over (Under)	Percent of Budget (92% YTD)
Planning and engineering					
Town planning	1,791	82,464	52,545	29,919	157%
Town engineer	4,189	12,580	13,455	(875)	93%
Miscellaneous	-	-	1,500	(1,500)	0%
Total planning and engineering	5,980	95,044	67,500	27,544	141%
Public safety					
Arapahoe county dispatch fee	-	21,942	29,256	(7,314)	75%
Cruiser gas/oil/maintenance	216	15,373	30,000	(14,627)	51%
Cruiser insurance	-	4,687	7,000	(2,313)	67%
Education/training	-	1,865	9,000	(7,135)	21%
Health insurance	3,942	49,346	52,000	(2,654)	95%
Municipal court - judge	750	9,750	9,000	750	108%
Municipal court - legal	2,025	27,031	27,500	(469)	98%
Municipal court - other	200	3,057	6,000	(2,943)	51%
Pension plan	(4,456)	13,232	43,000	(29,768)	31%
Salaries	18,211	372,111	430,000	(57,889)	87%
Supplies/miscellaneous	1,839	27,248	17,244	10,004	158%
Uniforms	358	5,766	8,000	(2,234)	72%
Workman's compensation insurance	-	11,603	28,000	(16,397)	41%
Total public safety	23,085	563,011	696,000	(132,989)	81%
Public works					
Ground maintenance	175	13,157	3,500	9,657	376%
Homeowner association subsidy	-	10,000	9,000	1,000	111%
Other drainage/water	275	7,704	5,000	2,704	154%
Professional fees	-	-	7,500	(7,500)	0%
Salary	(681)	32,793	42,000	(9,207)	78%
Sanitation (trash/recycle service)	7,358	79,414	84,000	(4,586)	95%
Signs maintenance	-	(1,363)	1,000	(2,363)	-136%
Snow removal	605	2,096	2,000	96	105%
Storm water permit process (NPDES)	-	4,965	5,000	(35)	99%
Street and gutter maintenance	26	80,445	200,000	(119,555)	40%
Street cleaning	-	-	2,000	(2,000)	0%
Street lighting	1,005	10,004	15,000	(4,996)	67%
Striping	-	-	1,000	(1,000)	0%
Vehicle maintenance	349	6,025	1,500	4,525	402%
Total public works	9,112	245,240	378,500	(133,260)	65%
TOTAL EXPENDITURES	76,629	1,503,882	1,864,000	(360,118)	81%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	6,853	217,564	165,000	52,564	
OTHER FINANCING SOURCES (USES)					
Transfer to Capital-Grant funding	-	(25,000)	-	(25,000)	
Transfer to Capital	-	-	(665,000)	665,000	
Total other financing sources (uses)	-	(25,000)	(665,000)	640,000	
NET CHANGE IN FUND BALANCE	\$ 6,853	192,564	\$ (500,000)	\$ 692,564	
BEGINNING FUND BALANCE		1,348,885			
ENDING FUND BALANCE		\$ 1,541,449			

TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited

	YTD Actual	2019 Budget	Variance Over (Under)	Percent of Budget (92% YTD)
EXPENDITURES				
Public safety				
APX radio upgrade	52,418	52,000	418	101%
Lightpole replacement	-	8,000	(8,000)	0%
Other	-	6,500	(6,500)	0%
Vehicle	87,309	90,000	(2,691)	97%
Administration				
Server	9,851	8,000	1,851	123%
Public works				
Expedition snow plow	6,028	-	6,028	0%
Village drainage improvements	-	55,000	(55,000)	0%
Gain (Loss) on sale of assets	5,606		5,606	0%
Total expenditures	<u>161,212</u>	<u>219,500</u>	<u>(58,288)</u>	<u>73%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>(161,212)</u>	<u>(219,500)</u>	<u>58,288</u>	
OTHER FINANCING SOURCES				
Transfer from general-Grant funding	25,000		25,000	
Transfer from general	-	665,000	(665,000)	
Total other financing sources	<u>25,000</u>	<u>665,000</u>	<u>(640,000)</u>	
NET CHANGE IN FUND BALANCE	(136,212)	<u>\$ 445,500</u>	<u>\$ (581,712)</u>	
BEGINNING FUND BALANCE	<u>66,898</u>			
ENDING FUND BALANCE	<u><u>\$ (69,314)</u></u>			

**TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited**

	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (92% YTD)</u>
REVENUES				
Conservation Trust Fund entitlement	6,710	6,000	710	112%
CTF interest	777	-	777	0%
Total revenues	<u>7,487</u>	<u>6,000</u>	<u>1,487</u>	<u>125%</u>
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	<u>-</u>	<u>6,000</u>	<u>(6,000)</u>	<u>0%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>7,487</u>	<u>-</u>	<u>7,487</u>	
NET CHANGE IN FUND BALANCE	7,487	<u>\$ -</u>	<u>\$ 7,487</u>	
BEGINNING FUND BALANCE	<u>13,095</u>			
ENDING FUND BALANCE	<u><u>\$ 20,582</u></u>			

TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited

	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (92% YTD)</u>
REVENUES				
Arapahoe County open space revenues	38,733	36,000	2,733	108%
ACOP interest	8,468	-	8,468	0%
Total revenues	<u>47,201</u>	<u>36,000</u>	<u>11,201</u>	<u>131%</u>
EXPENDITURES				
Arapahoe County open space expenditures	20,000	12,000	8,000	167%
Total expenditures	<u>20,000</u>	<u>12,000</u>	<u>8,000</u>	<u>167%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>27,201</u>	<u>24,000</u>	<u>3,201</u>	
NET CHANGE IN FUND BALANCE	27,201	<u>\$ 24,000</u>	<u>\$ 3,201</u>	
BEGINNING FUND BALANCE	<u>397,342</u>			
ENDING FUND BALANCE	<u><u>\$ 424,543</u></u>			

TOWN OF COLUMBINE VALLEY
IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019
Unaudited

	<u>YTD</u> <u>Actual</u>	<u>2019</u> <u>Budget</u>	<u>Variance</u> <u>Over</u> <u>(Under)</u>	<u>Percent</u> <u>of Budget</u> <u>(92% YTD)</u>
REVENUES				
Impact Fees	-	254,000	(254,000)	0%
Total revenues	<u>-</u>	<u>254,000</u>	<u>(254,000)</u>	<u>0%</u>
EXPENDITURES				
	-	-	-	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>-</u>	<u>254,000</u>	<u>(254,000)</u>	
NET CHANGE IN FUND BALANCE	-	<u><u>\$ 254,000</u></u>	<u><u>\$ (254,000)</u></u>	
BEGINNING FUND BALANCE	<u>-</u>			
ENDING FUND BALANCE	<u><u>\$ -</u></u>			



Request for Board of Trustee Action

Date: January 21, 2020

Title: Trustee Bill #6, Series 2019 – Swimming Pools

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: In August of 2019 the Board of Trustees approved the 2018 International Building Code, which included requirements for the construction of swimming pools in the Town. With the adoption of these building codes, Chapter 15.40 of the Town's Municipal Code became moot, and this ordinance repeals that chapter.

The ordinance was passed on 1st reading on November 19, 2019.

Attachments: Trustee Bill #6, Series 2019

Possible Motion: "I move approve Trustee Bill #6, Series 2019 as presented, on 2nd Reading".

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 6
SERIES OF 2019

INTRODUCED BY
TRUSTEE KATHY BOYLE

A BILL

FOR AN ORDINANCE CONCERNING SWIMMING POOLS

WHEREAS, on August 20, 2019, the Board of Trustees of the Town of Columbine Valley adopted the International Code Council's 2018 Swimming Pool and Spa Code; and

WHEREAS, said Code contain legislation concerning the construction, installation and use of swimming pools that render Chapter 15.40 of the Municipal Code of the Town of Columbine Valley moot; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley deem it in the best interests of the Town to repeal Chapter 15.40 of the Town Municipal Code in order to avoid any further conflict with the International Code Council's 2018 Swimming Pool and Spa code, heretofore adopted by the Town; and

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

Section 1. Chapter 15.40, titled Swimming Pools, of the Municipal Code of the Town of Columbine Valley is hereby repealed.

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

Section 4. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 6, Series of 2019, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 19th day of November, 2019, passed by a vote of ___ for and ___ against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ___ for and ___ against on the 17th day of

December, 2019, 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 21, 2020

Title: Resolutions #1 and #2, Series 2020 – Municipal Election Procedures

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: In preparation for the 2020 Columbine Valley Municipal Election several procedural steps are necessary. These resolutions officially schedule the election and appoint the Town Clerk as the Designated Election Official (#1) and grant the Town Clerk the ability to appoint and compensate election judges (#2), and.

Attachments: Resolutions #1, Series 2020
Resolutions #2, Series 2020

Staff Recommendations: Approve Resolutions #1 and #2, Series 2020 as presented.

Recommended Motion(s): “I move to approve Resolutions #1, Series 2020 as presented.”

and

“I move to approve Resolutions #2, Series 2020 as presented.”

RESOLUTION NO. 1
SERIES OF 2020

A RESOLUTION SCHEDULING A REGULAR BIENNIAL MAIL BALLOT ELECTION FOR
THE PURPOSE OF ELECTING THREE TRUSTEES AND A MAYOR AS MEMBERS OF THE
COLUMBINE VALLEY BOARD OF TRUSTEES

WHEREAS, the Board of Trustees desires to schedule a Regular Biennial Mail Ballot Election, conducted in accordance with Title 1, Article 7.5 and Title 31, Article 10 of the Colorado Revised Statutes, as amended, for the purpose of electing three Trustees and a Mayor as members of the Columbine Valley Board of Trustees;

WHEREAS, the Board desires to appoint J.D. McCrumb as the Designated Election Official under the terms of the plan for conducting the mail ballot election;

WHEREAS, the Board desires to set a date for the regular election;

NOW THEREFORE, BE IT RESOLVED as follows:

1. That J.D. McCrumb is hereby appointed to serve as Designated Election Official.
2. That the date for the Mail Ballot Election shall be April 7, 2020.

ADOPTED AND APPROVED this _____ day of January, 2020.

Richard Champion, Mayor

J.D. McCrumb, Clerk

RESOLUTION NO. 2
SERIES OF 2020

A RESOLUTION DELEGATING TO THE CLERK THE AUTHORITY AND RESPONSIBILITY
TO APPOINT JUDGES OF ELECTION.

WHEREAS, C.R.S. 31-10-401 provides that at least fifteen days before each municipal election, the governing body appoint judges of election; and

WHEREAS, each of judge of election must be a registered elector and at least 18 years of age; and

WHEREAS, the governing body may by resolution delegate to the clerk the authority and responsibility to appoint judges of election; and

WHEREAS, the governing body may by resolution establish the amount of compensation election judges shall be paid; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley deem it appropriate to delegate to the Town Clerks the authority and responsibility to appoint judges of election, for the year 2018 and establish compensation to be paid to election judges.

NOW THEREFORE, BE IT RESOLVED as follows:

Section 1. J.D. McCrumb, Clerk of the Town of Columbine Valley is hereby granted the authority and responsibility to appoint judges of election, for the year 2020.

Section 2. Each election judge so appointed by the Clerk of the Town of Columbine Valley shall be compensated by receiving a payment of \$150.00.

Section 2. This resolution shall become operative, effective and in force from and after the date of its adoption.

ADOPTED AND APPROVED this _____ day of January, 2020.

Richard Champion, Mayor

J.D. McCrumb, Clerk



Request for Board of Trustee Action

Date: January 21, 2020

Title: Resolution #3, Series 2020 – Wallace Annexation

Presented By: Phil Sieber, Town Planner

Prepared By: Phil Sieber, Town Planner; and Lee Schiller, Town Attorney

Background: Mr. Wallace has petitioned for the annexation of his property which is located at 11 Hunter Run Lane. The property contains 2.50 acres and there is a single-family home which is unoccupied as a result of major fire damage a few years ago. Mr. Wallace proposes to demolish the existing structure and construct a new single-family home. Mr. Wallace is requesting that the property be zoned A (Agriculture) if the annexation is approved. The property is an enclave (surrounded by the Town).

The staff is requesting that the Board set a date of hearing for the annexation and zoning.

Attachments: Resolution #3, Series 2020
Annexation Petition
Annexation Map

Recommended Motion: “I Move to set the date of February 18, 2020 at 6:30 p.m. for the public hearing on the annexation and zoning of the Aaron Wallace property at 11 Hunter Run Lane.”

RESOLUTION NO. 3

SERIES OF 2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY CONCERNING THE ANNEXATION PETITION OF AARON WALLACE

WHEREAS, a Petition for Annexation has been submitted by Aaron Wallace, concerning the Property described in Exhibit A of the Petition for Annexation; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley has had the opportunity to review the Petition for Annexation as well as the exhibits accompanying said Petition.

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

Section 1. The Petition was filed with the Clerk of the Town of Columbine Valley on January __, 2020.

Section 2. The Petitioner, Aaron Wallace is the sole owner of the Property proposed to be annexed.

Section 3. The Petition for Annexation contains the following allegations:

- A. An allegation that it is desirable and necessary that such property be annexed to the Town.
- B. An allegation that the requirements of § 31-12-104, C.R.S. and § 31-12-105, C.R.S. exists or have been met in that:

- (i) not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town;
- (ii) contiguity with the Town is not established by the use of any boundary of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with § 31-12-104(1)(a), C.R.S. and was located more than three (3) miles from the nearest boundary of the Town (Non-Contiguous Area) or of territory subsequently annexed directly to or indirectly connected through subsequent annexations to, a Non-Contiguous Area;
- (iii) A community of interest exists between the Property and the Town;
- (iv) The Property is urban or will be urbanized in the near future;

- (v) The Property is integrated or is capable of being integrated with the Town;
- (vi) In establishing the boundaries of the Property, no land held in identical ownership whether consisting of one tract or parcel of real estate or two or more contiguous tracts of parcels of real estate:
 - (a) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by dedicated street, road or other public way or;
 - (b) comprising 20 acres or more (which together with the buildings and improvements situated thereon has valuation for assessment in excess of two hundred thousand dollars (\$200,000.00) or for ad valorem tax purposes for the tax year next proceeding the annexation) is included without the written consent of the landowners;
- (vii) The Property is not presently a part of any incorporated town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of the Petition;
- (viii) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district;
- (ix) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one (1) year period;
- (x) In establishing the boundaries of the Property, if a portion of a platted street or alley isn't annexed, the entire width of such street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

Section 4. The Petitioner comprises more than fifty percent (50%) of the landowners in the Property and owns more than fifty percent (50%) of the Property proposed to be annexed, excluding public streets and alleys and any land owned by the Town. A legal description of the land owned by the Petitioner is set forth in Exhibit B attached to the Petition for Annexation.

Section 5. The mailing address of the Petitioner and the date of signing of the Petitioner's signature are shown on the Petition.

Section 6. The Affidavit of the Circulator of the Petition affirming that the signature on the Petition is the signature of the person whose name it purports to be is set forth on Exhibit C to the Petition.

Section 7. Accompanying the Petition are four (4) copies of an Annexation Map containing the following information:

- A. A written legal description of the boundaries of the Property;
- B. A map showing the boundary of the Property;
- C. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and plat numbers of plots or lots and blocks; and next to the boundary of the Property, a drawing of the continuing boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

Based upon the foregoing, the Board of Trustees of the Town of Columbine Valley find the Petition to be in substantial compliance with § 31-12-107(1), C.R.S., and pursuant to § 31-12-108, C.R.S. establishes July 18, 2017, at the hour of 6:00 p.m., for a Public Hearing, to be held at Hudson Gardens, 6115 S. Santa Fe Drive, Littleton, Colorado, to determine if the proposed annexation complies with § 30 of Article II of the State Constitution and § 31-12-104, C.R.S. and § 31-12-105, C.R.S. or such provisions thereof as may be required to establish eligibility under Part 1 of the Municipal Annexation Act of 1965.

This Resolution shall become operative, effective and enforced on or after January 21, 2020.

ADOPTED AND APPROVED this 21st day of January, 2020.

JD McCrumb, Clerk

Richard Champion, Mayor



Public Works and Development

6924 S. Lima Street Centennial, Colorado 80112 Phone: 720-874-6650; FAX 720-874-6611

www.co.arapahoe.co.us

Planning Division

Referral Routing

Case Number/Name:	SDP19-005 & PP19-003 Platte Canyon Specific Development Plan & Preliminary Plat
Planner:	Kat Hammer – khammer@arapahoegov.com
Engineer:	Kurt Cotton – kcotten@arapahoegov.com
Date sent:	12/13/2019
Date to be returned:	12/27/2019

The enclosed development application has been submitted to the Arapahoe County Planning Office for consideration. Due to the close proximity of the proposed development to your property or area of influence, this development proposal is being referred to your agency for comment. Please examine the referenced materials and check the appropriate line before returning the form to the Arapahoe County Planning Office. Responding on or before the date indicated above is appreciated.

	COMMENTS	INSERT YOUR ORGANIZATION & NAME/SIGNATURE
<input type="checkbox"/>	I Have NO Comments to make on the case as submitted	
<input type="checkbox"/>	I Have the following comments to make related to the case:	<u>Town of Columbine Valley, Phil Sieber, Town Plan</u>

Comments: (responding by email, letter, or an email attachment is optional)

The Columbine Valley Board of Trustees do not meet until January 21, 2020. Therefore we cannot give you an official response by December 27th.

However, we have reviewed and commented on two previous referrals both of which proposed residential development on the site. In both cases we expressed our concern over the fact that the AM left turn movement out of the site will operate at a LOS F (Failure). Although the projected left turn movement volume is low, the predominate destination would be to access the northbound right turn lane on So. Platte Canyon Road and then proceed east of Bowles Ave. This would entail crossing three lanes on So. Platte Canyon Road in the morning rush hour. In our opinion, a significant number of drivers would turn right (southbound) and then cut through Columbine Valley to get to Bowles Ave. More importantly, someone will inevitably attempt the left turn out movement without an adequate gap and an accident will result. In such a case there could be serious damage or injury. Even a minor accident could tie up traffic on So. Platte Canyon Road during the morning rush hours resulting in a massive cut through problem on Town streets.

We have repeatedly commented that we do not feel that this location is suitable for residential development. We have recommended that the owner consider a nonresidential such as support retail or office which would not experience the early morning exiting traffic.

Please let us know the date of the Planning Commission Hearing on this case.

PETITION FOR ANNEXATION
APPLICANT NAME: AARON WALLACE

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

The undersigned (the "**Petitioner**"), being the owner of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), hereby petitions (this "**Petition**") the Town Board of Trustees (the "**Board**") of the Town of Columbine Valley, Colorado (the "**Town**"), for annexation of the Property in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., as amended, and section 30(1)(b) of article II of the state constitution.

In support of this Petition, Petitioner states the following:

1. It is desirable and necessary that the Property be annexed to the Town.
2. The condition set forth in section 30(1)(b) of article II of the state constitution has been met, the provisions of section 30 of article II of the state constitution have been complied with, and the requirements of Sections 31-12-104, and 31-12-105, C.R.S., exist or have been met in that:

- (a) Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the existing

boundaries of the Town.

- (b) Contiguity with the Town is not established by use of any boundary:

- (i) of an area previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a), C.R.S., and was located more than three (3) miles from the nearest boundary of the Town ("**Non-Contiguous Area**"); or

- (ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.

- (c) A community of interest exists between the Property and the Town.

- (d) The Property is urban or will be urbanized in the near future.

- (e) The Property is integrated or is capable of being integrated with the Town.

- (f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(i) has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently a part of any incorporated Town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition.

(h) Annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

3. Petitioner comprises more than fifty percent (50%) of the landowners in the Property and owns more than fifty percent (50%) of the Property, excluding public streets and alleys and any land owned by the Town. The legal description of the land owned by the Petitioner is set forth in Exhibit A attached hereto and incorporated herein by this reference.

4. The mailing address of the Petitioner and the date of signing of the Petitioner's signature are shown on this Petition.

5. Attached to this Petition as Exhibit B and incorporated herein by this reference is the Affidavit of the Circulator of this Petition affirming that each signature hereon is the signature of the person whose name it purports to be.

6. Accompanying this Petition are four (4) copies of an annexation map ("Annexation Map") containing the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

WHEREFORE, the Petitioner requests that the Town approve the annexation of the Property pursuant to the provisions of Sections 31-12-101, *et seq.*, C.R.S., as amended.

Respectfully submitted this _____ day of _____, 2019.

Petitioner/Landowner:

By: _____

Name:

Title:

Date of Signature: _____

Petitioner's Address:

Is Petitioner a resident of the Property?:

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A TRACT OF LAND IN THE NE 1/4 NE 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, OWNED SOLELY BY AARON WALLACE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NE 1/4 NE 1/4 OF SAID SECTION 30, A PIN WITH CAP L.S.9872:

THENCE SOUTH 00 DEGREES 49 MINUTES 17 SECONDS WEST 586.54 FEET ALONG THE WEST LINE OF SAID NE 1/4 NE 1/4 TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 80 DEGREES 19 MINUTES 26 SECONDS EAST 324.06 FEET TO A POINT ON THE CENTERLINE OF THE NEVADA DITCH;

THENCE ALONG THE CENTERLINE OF THE NEVADA DITCH THE FOLLOWING 6 COURSES;

- 1) THENCE SOUTH 13 DEGREES 16 MINUTES 35 SECONDS WEST 17.64 FEET;
- 2) THENCE SOUTH 22 DEGREES 14 MINUTES 56 SECONDS WEST 47.54 FEET;
- 3) THENCE SOUTH 31 DEGREES 05 MINUTES 15 SECONDS WEST 79.40 FEET;
- 4) THENCE SOUTH 11 DEGREES 18 MINUTES 36 SECONDS WEST 40.79 FEET;
- 5) THENCE SOUTH 23 DEGREES 01 MINUTES 32 SECONDS EAST 43.46 FEET;
- 6) THENCE SOUTH 37 DEGREES 58 MINUTES 45 SECONDS EAST 65.39 FEET; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING 18 COURSES;
- 1) THENCE SOUTH 43 DEGREES 25 MINUTES 18 SECONDS WEST 172.41 FEET;
- 2) THENCE SOUTH 16 DEGREES 55 MINUTES 18 SECONDS EAST 8.77 FEET;
- 3) THENCE SOUTH 04 DEGREES 23 MINUTES 46 SECONDS WEST 6.73 FEET;
- 4) THENCE SOUTH 01 DEGREES 16 MINUTES 12 SECONDS EAST 6.96 FEET;
- 5) THENCE SOUTH 05 DEGREES 54 MINUTES 46 SECONDS WEST 6.66 FEET;
- 6) THENCE SOUTH 15 DEGREES 08 MINUTES 46 SECONDS WEST 7.72 FEET;
- 7) THENCE SOUTH 19 DEGREES 51 MINUTES 32 SECONDS WEST 7.74 FEET;
- 8) THENCE SOUTH 27 DEGREES 32 MINUTES 55 SECONDS WEST 7.67 FEET;
- 9) THENCE SOUTH 35 DEGREES 52 MINUTES 22 SECONDS WEST 7.67 FEET;
- 10) THENCE SOUTH 41 DEGREES 02 MINUTES 15 SECONDS WEST 6.33 FEET;

11) THENCE SOUTH 61 DEGREES 58 MINUTES 24 SECONDS WEST 6.84 FEET;

12) THENCE SOUTH 57 DEGREES 36 MINUTES 54 SECONDS WEST 17.48 FEET;

13) THENCE SOUTH 79 DEGREES 57 MINUTES 55 SECONDS WEST 23.11 FEET;

14) THENCE SOUTH 86 DEGREES 09 MINUTES 37 SECONDS WEST 7.72 FEET;

15) THENCE SOUTH 84 DEGREES 48 MINUTES 12 SECONDS WEST 7.57 FEET;

16) THENCE NORTH 83 DEGREES 20 MINUTES 28 SECONDS WEST 15.55 FEET;

17) THENCE NORTH 78 DEGREES 50 MINUTES 11 SECONDS WEST 76.98 FEET;

18) THENCE NORTH 83 DEGREES 44 MINUTES 02 SECONDS WEST 27.77 FEET TO
THE INTERSECTION WITH THE WEST LINE OF SAID NE 1/4 NE 1/4 ;

THENCE NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST 389.42 FEET ALONG
SAID WEST LINE TO THE TRUE POINT OF BEGINNING, COUNTY OF ARAPAHOE,
STATE OF COLORADO.

RECORDED LEGAL DESCRIPTION:

[illegible]

Line #	Length	Direction
L1	8.71	S17° 11' 58"E
L2	6.72	S04° 28' 24"W
L3	6.96	S01° 17' 06"E
L4	6.65	S06° 08' 25"W
L5	7.75	S15° 17' 18"W
L6	7.69	S19° 33' 00"W
L7	7.73	S27° 22' 52"W
L8	7.62	S35° 59' 07"W
L9	6.37	S41° 35' 29"W
L10	6.87	S61° 06' 41"W
L11	17.49	S57° 50' 54"W
L12	23.06	S60° 10' 43"W
L13	7.67	S85° 16' 56"W
L14	7.63	N84° 22' 15"W
L15	15.52	N83° 19' 10"W

WALLACE RESIDENCE
ANNEXATION MAP
11 HUNTER RUN LANE
COUNTY OF ARAPAHOE, STATE OF COLORADO

B-223

NOT FOR CONSTRUCTION

Only use these for the 1000 series
40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1150, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1230, 1240, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1340, 1350, 1360, 1370, 1380, 1390, 1400, 1410, 1420, 1430, 1440, 1450, 1460, 1470, 1480, 1490, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570, 1580, 1590, 1600, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1690, 1700, 1710, 1720, 1730, 1740, 1750, 1760, 1770, 1780, 1790, 1800, 1810, 1820, 1830, 1840, 1850, 1860, 1870, 1880, 1890, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3600, 3610, 3620, 3630, 3640, 3650, 3660, 3670, 3680, 3690, 3700, 3710, 3720, 3730, 3740, 3750, 3760, 3770, 3780, 3790, 3800, 3810, 3820, 3830, 3840, 3850, 3860, 3870, 3880, 3890, 3900, 3910, 3920, 3930, 3940, 3950, 3960, 3970, 3980, 3990, 4000, 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4110, 4120, 4130, 4140, 4150, 4160, 4170, 4180, 4190, 4200, 4210, 4220, 4230, 4240, 4250, 4260, 4270, 4280, 4290, 4300, 4310, 4320, 4330, 4340, 4350, 4360, 4370, 4380, 4390, 4400, 4410, 4420, 4430, 4440, 4450, 4460, 4470, 4480, 4490, 4500, 4510, 4520, 4530, 4540, 4550, 4560, 4570, 4580, 4590, 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4680, 4690, 4700, 4710, 4720, 4730, 4740, 4750, 4760, 4770, 4780, 4790, 4800, 4810, 4820, 4830, 4840, 4850, 4860, 4870, 4880, 4890, 4900, 4910, 4920, 4930, 4940, 4950, 4960, 4970, 4980, 4990, 5000, 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5110, 5120, 5130, 5140, 5150, 5160, 5170, 5180, 5190, 5200, 5210, 5220, 5230, 5240, 5250, 5260, 5270, 5280, 5290, 5300, 5310, 5320, 5330, 5340, 5350, 5360, 5370, 5380, 5390, 5400, 5410, 5420, 5430, 5440, 5450, 5460, 5470, 5480, 5490, 5500, 5510, 5520, 5530, 5540, 5550, 5560, 5570, 5580, 5590, 5600, 5610, 5620, 5630, 5640, 5650, 5660, 5670, 5680, 5690, 5700, 5710, 5720, 5730, 5740, 5750, 5760, 5770, 5780, 5790, 5800, 5810, 5820, 5830, 5840, 5850, 5860, 5870, 5880, 5890, 5900, 5910, 5920, 5930, 5940, 5950, 5960, 5970, 5980, 5990, 6000, 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090, 6100, 6110, 6120, 6130, 6140, 6150, 6160, 6170, 6180, 6190, 6200, 6210, 6220, 6230, 6240, 6250, 6260, 6270, 6280, 6290, 6300, 6310, 6320, 6330, 6340, 6350, 6360, 6370, 6380, 6390, 6400, 6410, 6420, 6430, 6440, 6450, 6460, 6470, 6480, 6490, 6500, 6510, 6520, 6530, 6540, 6550, 6560, 6570, 6580, 6590, 6600, 6610, 6620, 6630, 6640, 6650, 6660, 6670, 6680, 6690, 6700, 6710, 6720, 6730, 6740, 6750, 6760, 6770, 6780, 6790, 6800, 6810, 6820, 6830, 6840, 6850, 6860, 6870, 6880, 6890, 6900, 6910, 6920, 6930, 6940, 6950, 6960, 6970, 6980, 6990, 7000, 7

Inventory

PROFESSOR
LIU

1111

1

ANNEXATION

A1.0

SHEET 1 OF 1

END

RECEIVED: _____
PROPERTY OF THE FBI/DOJ[illegible]

DATE _____

SECTION LINE

AD | 100% ANONYMOUS | 100% SECURE
ON CLOUD | 100% VPM

1111



Request for Board of Trustee Action

Date: January 21, 2020

Title: Republic Services Three Year Contract Extension

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: The Town's current 36-month contract with Republic Services will end in March 2020. While there have been occasional issues with Republic, the overall customer service and response of the company has been very good. We have very few logged complaints from citizens and Republic's response to those concerns has always been prompt and favorable.

Attachments: Customer Service Agreement from Republic Services

Staff Recommendations: Approve Republic Services agreement as presented.

Recommended Motion: "I move to approve the three-year service agreement with Republic Services as presented"

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: _____

DATE: _____

Town of Columbine Valley
Addendum to Customer Service Agreement
Service Contract Term: 03/01/2020 through 02/28/2023

1. If a dispute arises from the contractually agreed upon services Republic Services has agreed to render, and this dispute is not reasonably handled to the satisfaction of the Town of Columbine Valley within two weeks of written notification received by Republic Services, the Town of Columbine Valley has the right to terminate services following the 60 day notification requirement, sent via certified mail, return receipt requested, and actually received by Republic Services.
2. Republic Services will provide four (4) 30 yard roll off containers per year at no additional charge for a bulk collection event on an agreed upon date between the Town of Columbine Valley Board of Directors and Republic Services. Additional 30 yard roll offs will be charged at \$260 per haul, \$25 a ton over 5 tons per roll off.
3. A 96 gallon trash cart is included in the trash service and will be provided to every resident. A 96 gallon recycle cart is also included in the recycle service. There is no charge for each resident to have one of each cart. Additional trash and recycle carts requested by residents will be charged at \$48 and \$60, respectively, per year and billed directly to the requesting resident. All carts remain the property of Republic Services throughout the entire term of said agreement, including any and all extensions of said agreement.
4. Trash service will include a weekly maximum of; the 96 gallon trash cart plus 3-32 gallon bags of normal household waste or 3 bags or bundles of yard waste. Additional trash bags are billed to the resident at \$3.00 per bag. Recyclables are cart content only.
5. No fuel, environmental or admin fees will be implemented during the term of said customer service agreement.
6. Republic Services will provide carry out trash and recycle service to any resident(s) who are physically unable to move their trash/recycle containers to the collection area. This service is provided at no extra cost to the resident or the Town of Columbine Valley up to 10 carry out service requests. Republic Services reserves the right to re-negotiate the price of the carry out service if the carry out service requests exceed 10 residents.
7. Included in the services, Republic will remove holiday trees placed curbside during regular trash collection services. We do ask for the tree to be cut into 4 ft sections and the branches tied down for ease and safety of loading. The trees collected curbside will not be recycled.
8. Any oil or hydraulic fluid spills caused by Republic Services collections vehicles will be cleaned up quickly (48 business hours) and thoroughly through two methods. Small spills will be cleaned up by route supervisors using a product called oil dry. If a larger spill occurs, Republic Services will contract out with a 3rd party company, who will thoroughly clean and power wash the affected area. This service is at the expense of Republic Services. Please note stains will not fully come out in many situations but will not spread after being cleaned. Residents must notify the community and Republic Services immediately upon

noticing the issue. Republic Services will not be responsible for private property if the vehicles driver through the spills. The same 48 business hour requirement will apply for trash or recycle materials that may have fallen from the truck during servicing.

9. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). The Town of Columbine Valley shall indemnify, defend and hold harmless Republic Services from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorney's fees) (collectively, "Losses") resulting from knowingly including Excluded Waste in the Waste Materials.
10. All other terms and conditions included in the Customer Service Agreement do apply for the entire term said agreement

By: _____ Title: _____
(Authorized Signature)
Town of Columbine Valley

Name (please print) Date of Agreement

Allied Waste Transportation, Inc. DBA Republic Services of Denver

By: _____ Title: _____
(Authorized Signature)

TOWN OF COLUMBINE VALLEY
2 Middlefield Road
Columbine Valley, CO 80123
303-795-1434

ADDENDUM TO CONTRACT

This Addendum (the "Addendum") is made to the Town of Columbine
Contract effective, 3/1/2020 expiring 2/28/23 (the
"Contract") by and between the Town of Columbine Valley a municipal corporation and
political subdivision of the State of Colorado (the "Town"), and Republic Services
(the "Contractor").

This Addendum is attached to and made a part of the Contract. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Contract.

I. Pursuant to §§8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

A. Contractor certifies that, at the time of executing the Contract, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the E-Verify Program in order to verify that the Contractor does not employ any illegal aliens.

B. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under the Contract; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

C. Contractor has verified or attempted to verify through participation in the E-Verify Program that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the E-Verify Program prior to entering into this Contract, that Contractor shall apply to participate in the E-Verify Program every three months until the Contractor is accepted or the Contract has been completed, whichever is earlier. This provision shall not be required or effective if the E-Verify Program is discontinued.

D. Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, Contractor is required to:

1. Notify subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in I.E.1 above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor is required to comply with any reasonable request the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking.

G. If Contractor violates any provision pursuant to §§8-17.5-101, *et seq.*, C.R.S., the Town may terminate the Contract for a breach of the Contract and Contractor shall be liable for actual and consequential damages to the Town.

II. Pursuant to requirements of the Travelers Insurance Company (the Town's insurance carrier) the Contractor is required to comply with all Federal, State and local safety regulations.

III. Appropriation of funds; Notwithstanding any other term, condition, or provision herein, each and every obligation of the Town of Columbine Valley stated in this Agreement is subject to the requirement of prior appropriation of funds therefore by the governing body of the Town of Columbine Valley.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

TOWN OF COLUMBINE VALLEY

Mayor, Richard Champion

ATTEST:

Clerk

CONTRACTOR:

CO. Name_____

By: _____

Date: _____

Printed Name:_____

Title: _____



Request for Board of Trustee Action

Date: January 21, 2020

Title: 2019 Annual Audit Engagement

Presented By: J.D. McCrumb, Town Administrator

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

The Town has received an audit engagement letter and would like Board approval to sign the letter.

Attachments: 2019 Audit Engagement Letter

Fiscal Impacts: Fee for services

Recommended Motion: "I move to engage Clifton Larson Allen to conduct the 2019 audit".



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

January 6, 2020

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, 2019.

Jean Bushong 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, 2019, 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
- Preparation of the journal entries required to calculate the net pension liability based on documents provided by the Colorado Fire and Police Pension Association (FPPA).

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.
- We will calculate the net pension liability and related deferred outflows of resources and inflows of resources based on documentation provided by the Colorado Fire and Police Pension Association (FPPA). You will be required to review and approve the calculations 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 \$16,200. This fee 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 and includes a technology and client support fee of five percent (5%). 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



Jean Bushong, CPA
Principal
303-779-5710
Jean.Bushong@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: _____