

**TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES REGULAR MEETING
February 18, 2020**

A G E N D A

- PUBLIC HEARING: ANNEXATION OF WALLACE PROPERTY** **6:30PM**
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 as appropriate.
 5. CONSENT AGENDA **Mayor Menk**
January 21, 2020
 6. REPORTS
 - A. Mayor
 - B. Trustees
 - C. Town Administrator
 - D. Chief of Police
 - E. Finance Report
 7. OLD BUSINESS
 - A. Wallace Annexation **Mr. Sieber**
 - B. Set Public Hearing for Wallace Zoning **Mr. Sieber**
 8. NEW BUSINESS
 - A. Resolution #4, Series 2020 – 911 IGA **Chief Cottrell**
 - B. Resolution #5, Series 2020 – Cancel Municipal Election **Mr. McCrumb**
 9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
January 21, 2020

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

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

Also present: Lee Schiller, J.D. McCrumb, Bret Cottrell, Angela Kelly, Phil Sieber, and Bob Baker and Jerry Rhodes of SMFR

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: A letter from Dan Dymerski was submitted for the record. There was no additional public comment.

CONSENT AGENDA: The minutes of the November 19, 2019 and December 10, 2019 regular meeting were approved.

REPORTS:

- A. Mayor Champion thanked Public Works staff for an excellent job with snow removal.
- B. Trustee Boyle updated the Trustees on the stage fundraiser.
- C. Mr. McCrumb presented the attached report and provided an update on the ongoing repairs to the Platte Canyon/Fairway Lane light.
- D. Chief Cottrell presented the attached report.
- E. Mrs. Kelly presented the attached financials.

OLD 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 Palmer and a second by Trustee Menk, the Board of Trustees unanimously approved Trustee Bill #6, 2019 on 2nd Reading.

NEW BUSINESS:

Resolution #1, 2020 – Mail Ballot Election: Mr. McCrumb presented the resolution establishing a mail ballot election for the towns 2020 municipal election of Trustees and the Mayor. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Christy and a second by Trustee Menk, the Board of Trustees unanimously approved Resolution #1, 2020.

Resolution #2, 2020 – Election Judges: Mr. McCrumb presented the resolution designating an election official and granting that official the ability to appoint and pay election judges. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Christy and a second by Trustee Menk, the Board of Trustees unanimously approved Resolution #2, 2020.

Resolution #3, 2020 –Wallace Annexation: Mr. Sieber presented the resolution presenting findings and asked the Trustees to set a public hearing. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Palmer and a second by Trustee Menk, the Board of Trustees unanimously approved Resolution #3, 2020.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Boyle, the Board of Trustees set a public hearing for February 18, 2020 at 6:30.

Approval of Republic Services Agreement: Mr. McCrumb presented an agreement to continue service provided by Republic Services for trash and recycle removal for an additional three years. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Christy and a second by Trustee Boyle, the Board of Trustees unanimously approved the agreement.

Approval of Audit Engagement Letter: Mr. McCrumb presented a letter outlining expectations and scope of the Town's 2019 audit. The Trustees asked clarifying questions and had a brief discussion.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Menk, the Board of Trustees unanimously approved the letter.

EXECUTIVE SESSION: Upon a motion by Trustee Miles and a second by Trustee Dotson, the Board unanimously approved entering into executive session at 7:51 p.m. to discuss contract negotiations pursuant to C.R.S. 24-6-402(4)(e).

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 8:20 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.*

Richard A. Champion, Mayor
Town of Columbine Valley
20 Spyglass Drive
Columbine Valley, Colorado 80123
(303) 973-0303 or (303) 819-7331
E-mail: minappcri@comcast.net

February 10, 2020

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

Attn: Mr. J.D. McCrumb
Town Administrator

Re: Resignation as Mayor of Columbine Valley

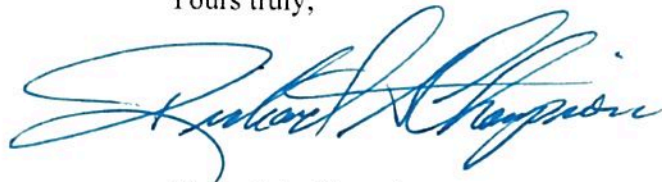
Dear Fellow Trustees.

On January 17 our legislative House District (HD) 38 Representative, Susan Beckman resigned from the state legislature as she was appointed to a prestigious position working for the President. As such, our District is required to fill that vacancy by the party that holds the position within 30 days of her resignation. On Saturday, February 8 the vacancy committee met, and elected me to fulfill the remaining time of her position.

I accepted the challenge and will be sworn in as the new House District 38 State of Colorado House of Representatives Legislator on Wednesday morning, February 12, 2020. Concurrent with my taking the oath as a Legislator, I reluctantly resign my position as Mayor of the Town of Columbine Valley. Please note the record.

Please know that as I transition to represent you as your new State Legislator for HD 38, it has truly been an honor and a privilege serving as your Mayor. I thank you for the opportunity.

Yours truly,



Richard A. Champion



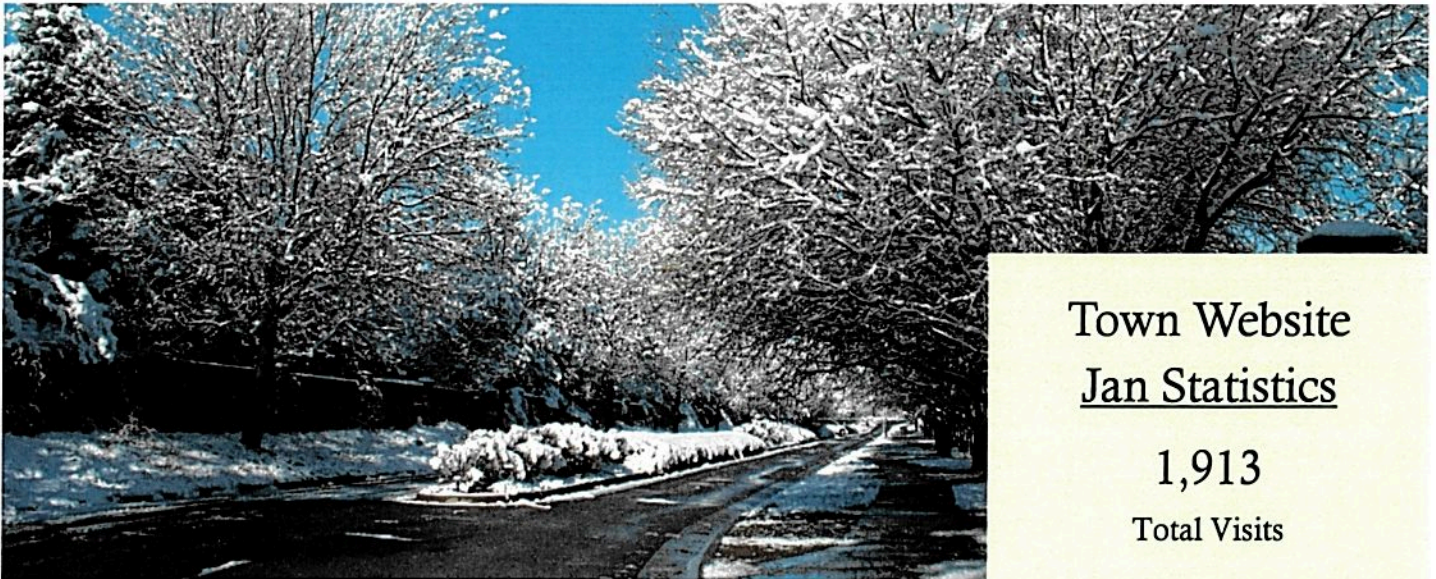
Town Administrator's Report

February 2020



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

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



Communications & Administration

- As an update to some of the projects currently underway at Town Hall: staff has been conducting background research in preparation for a study session to discuss the Nevada Ditch, preparations for Land Use code updates are underway, discussions with partners regarding the Platte Canyon right-turn lane are ongoing, and work will soon begin on the 2021 CIP
- Lennar is preparing to transition from land development to home construction on the Wild Plum project. Staff will be meeting with the on-site personnel in the coming weeks to ensure a smooth transition and construction process.
- 2020 Summer Concert Series bands have been confirmed. We will again welcome Hazel Miller in June, hopefully without rain this time, then feature an Eagles tribute band in July and an amazing guitar trio called Bad Candy will close out our season in August.

Town Website Jan Statistics

1,913

Total Visits

2,861

January Page Views

Top Pages

Mayor and Trustees

Documents

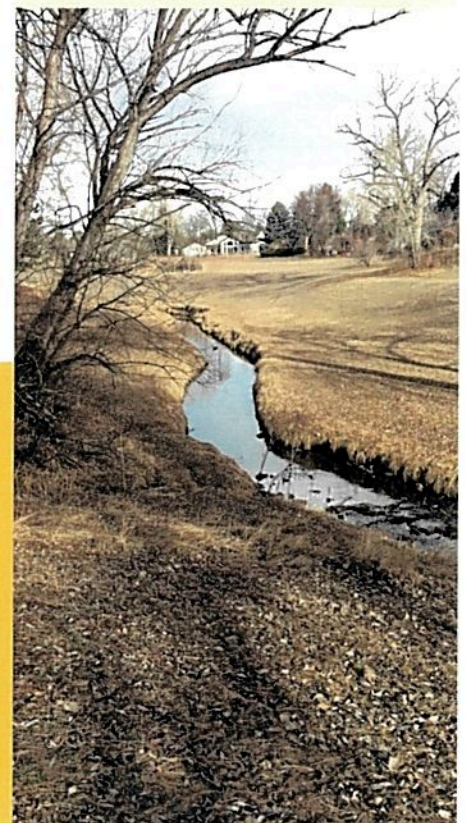
Community Updates

Trash and Recycle

Citizen Contacts:

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

- ⇒ Building Department: 84
- ⇒ Comm. Development: 102
- ⇒ Public Works: 116
- ⇒ Municipal Court: 51
- ⇒ Other: 89



Building Department

Monthly Stats

13 Permits Issued

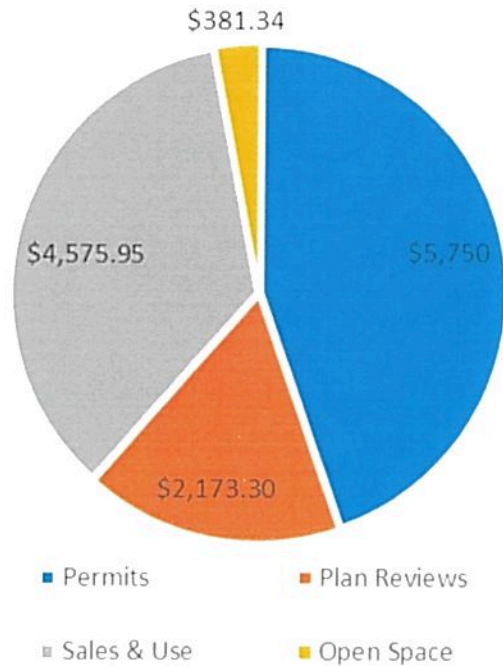
- New SFR: 0
- Major Remodel: 1
- New Roofs: 0
- Other/Misc.: 12

50 Inspections

71 Licenses Issued

- General: 31
- Electrician: 11
- Plumbers: 9
- Mechanical: 14
- Roofer: 6

Jan. Permit Rev.: \$12,880.59



Wild Plum

- 95 Total Lots
- 3 SFR Permits Issued
- 2 Permits Pending
- 1 Under Construction

Wilder Lane

- 24 Total Lots
- 2 Permits Active
- 0 Permit Pending
- 18 Completed Homes
- 17 Occupied Homes

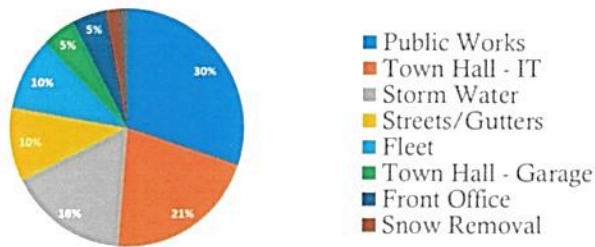


Building Department Revenue by Month

	<u>2019</u>	<u>2019 YTD</u>	<u>2020</u>	<u>2020 YTD</u>
January	\$23,584.77	\$23,584.77	\$12,880.59	\$12,880.59
February	\$12,990.46	\$36,575.23		
March	\$64,334.11	\$100,909.34		
April	\$55,497.63	\$156,406.97		
May	\$5,595.22	\$162,002.19		
June	\$46,632.58	\$208,634.77		
July	\$7,113.45	\$215,748.22		
August	\$8,432.54	\$224,180.76		
September	\$33,744.29	\$257,924.29		
October	\$102,798.74	\$360,723.03		
November	\$89,872.08	\$450,595.11		
December	\$82,149.75	\$532,744.86		

Public Works Department

January Staff Time Allocation (including contractors)



- Windows 7 is reaching end of life so the town computers were all upgraded to Windows 10. This process also involved updating software and settings for all other devices connected to the system such as printers and the phone system. One drive accounts were created to provide cloud backup for local files that were not being backed up to the server.
- Due to historically short life spans of the fleet batteries, a battery maintenance program was started. Newer electronic circuits allow for reconditioning of low performing batteries as well as keeping working batteries at a full charge. This helps to counter the cold winter temps, the infrequent driving and parasitic draws that create the problems initially. After a laps in registration on the F350 salt spreader, the DMV now has the truck fully registered with the state including a passing emissions test.
- CDOT continues to work on the traffic lights at Platte Canyon and Fairway. The major issue with the lights not detecting cars leaving the town appears to be resolved. With some complaints still being called in, both The Town and CDOT continue to monitor the intersection for any remaining issues.

January Snow Report

- High of 61, Low of 9
- 0 day with plowing activity
- 0.16" of accumulated snow
- 0 days with sanding activity
- Total of 0 hours of snow removal and ice treatment

Municipal Court

	<u>2019 YTD</u>	<u>2020</u>	<u>2020 YTD</u>
Jan	\$6,287.00	\$6,314.24	\$6,314.24
Feb	\$9,147.00		
Mar	\$13,580.25		
Apr	\$16,003.00		
May	\$18,493		
June	\$46,976.12		
July	\$53,198.07		
Aug	\$57,646.08		
Sept	\$62,806.08		
Oct	\$68,486.08		
Nov	\$72,191.45		
Dec	\$75,911.45		

January Total Stats

- Total paid before Court: 41
- Total on docket: 36
- Cases heard by Judge: 17
- Continuances: 2
- Failure to Appear: 8
- Stays of Execution: 4
- Classes Ordered: 0
- Bench Warrants: 1
- Trials: 1



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	785
OT hours worked	44
Off Duty	0
PTO	90

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

BUFFING VEHICLE IP*			2						2
RECOVERED STOLEN PROPERTY IP									
RECOVERED STOLEN VEHICLE IP									
REDI REPORT IP							1		1
REPOSSESSED VEHICLE IP									
Restraining Order Vio									
RESTRAINING ORDER VIO IP									
Robbery									
ROBBERY IP									
Runaway									
RUNAWAY IP									
SELECTIVE ENFORCEMENT IP*									
Sex Assault									
SEX ASSAULT IP									
Shots Fired									
SHOTS FIRED IP									
SUICIDE ATTEMPT IP									
SUICIDE COMPLETED IP									
SUICIDE THREAT IP									
SUSPICIOUS CIRCUMSTANCE IP		1							1
Suspicious Person									
SUSPICIOUS PERSON IP		1							1
Suspicious Vehicle			2						2
SUSPICIOUS VEHICLE IP		4							4
Theft			1						1
Theft from Motor Vehicle			1						1
THEFT FROM MOTOR VEHICLE IP									
THEFT IP									
TRAFFIC ARREST IP			1						1
Traffic Complaint			1						1
TRAFFIC COMPLAINT IP									
TRAFFIC OBSTRUCTION IP		1							1
TRAFFIC STOP IP		28							28
TRANSPORT IP									
trespass to Property									
RESPASS TO PROPERTY IP		1							1
trespass to Vehicle									
RESPASS TO VEHICLE IP									
UNKNOWN INJURY ACCIDENT IP									
UNLAWFUL ACTS IP									
Unwanted Subject									
UNWANTED SUBJECT IP									
VEHICLE LOCKOUT IP									
VARRANT ARREST IP									
VARRANT PICKUP IP									
Weapons Violation									
WEAPONS VIOLATION IP									
WELFARE CHECK IP		5							5
WORKING IP									
Total		52	54	6			1		113



OFFICE OF THE DISTRICT ATTORNEY

GEORGE H. BRAUCHLER, DISTRICT ATTORNEY
18TH JUDICIAL DISTRICT
SERVING ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN COUNTIES

January 30, 2020

Columbine Valley Police Department
Chief Bret Cottrell
2 Middlefield Road
Columbine Valley, CO 80123

RE: **Providing Information to the Public on Pending Cases and Investigations**

Dear Chief Cottrell:

This letter is an annual reminder of the law on providing information to the public on criminal investigations and pending criminal cases. We are sending this same letter to all Chiefs and Sheriffs in the 18th Judicial District. Our office began sending a letter on this topic when Jim Peters was District Attorney and sent one each year that Carol Chambers was District Attorney. Our current District Attorney, George Brauchler, has asked that we continue the practice.

While both the public and the news media sometimes have enormous interest in criminal investigations and criminal prosecutions, Colorado court rules contain limitations on what can be said in response to questions in those areas and what information can be released or otherwise made available. Violations of the court rules can potentially have a severe and detrimental impact on our ability to prosecute a criminal case. The purpose of this letter is to convey to you the limitations imposed by these court rules. We request that any statements or information provided, released, or otherwise made available that is related to ongoing investigations or criminal prosecutions be in compliance with, and subject to, the limitations of these rules.

Our office receives numerous requests from the public and the press for information on criminal cases which have not yet been resolved by plea, trial, or other resolution. The release of criminal justice records is guided by C.R.S. § 24-72-301, other related statutes, and the Rules of Professional Conduct. For pending cases or investigation, if there is a possibility that information provided by the District Attorney could be conveyed to the public by the media, on the internet, or any other means, our office does not provide information or records except when such information or criminal justice records are matters of public record. We also request that other criminal justice agencies in the 18th Judicial District (or any other law enforcement agency that we are working with) refrain from doing so, and request that any criminal justice records requests for unresolved criminal prosecutions be referred to the District Attorney's office.

Among the reasons that our office generally does not provide information, records, or documents on pending cases (except pursuant to the exceptions described below) is because prosecutors are obligated to follow the Colorado Rules of Professional Conduct. Rule 3.6 requires attorneys to

refrain from making extrajudicial statements or providing information that could be disseminated to the public and have a “substantial likelihood” of prejudicing a pending case. Rule 3.8(f) requires that, “except for statements that are necessary to inform the public of the nature and extent of the prosecutor’s action and that serve a legitimate law enforcement purpose,” prosecutors generally must “refrain from making extrajudicial comments that have a substantial likelihood of heightening public condemnation of the accused.” Rule 3.8(f) further requires that prosecutors “exercise reasonable care” to prevent law enforcement “from making an extrajudicial statement that the prosecutor would be prohibited from making under Rule 3.6 or this Rule.” Because of this, courts can find that a law enforcement agency’s actions in disseminating information in violation of the court rules can be imputed to the prosecutors, and as a result, statements by law enforcement agencies can become the basis for motions for sanctions that can negatively impact our ability to prosecute criminal cases.

Subsection (b) of Rule 3.6 shows the very limited types of information that can be provided to the public in compliance with the rule:

RULE 3.6 TRIAL PUBLICITY

- (a) A lawyer who is participating or has participated in the investigation or litigation of a matter shall not make an extrajudicial statement that the lawyer knows or reasonably should know will be disseminated by means of public communication and will have a substantial likelihood of materially prejudicing an adjudicative proceeding in the matter.
- (b) **Notwithstanding paragraph (a) and Rule 3.8(f), a lawyer may state:**
 - (1) the claim, offense or defense involved and, except when prohibited by law, the identity of the persons involved;**
 - (2) information contained in a public record;**
 - (3) that an investigation of a matter is in progress;**
 - (4) the scheduling or result of any step in litigation;**
 - (5) a request for assistance in obtaining evidence and information necessary thereto;**
 - (6) a warning of danger concerning the behavior of a person involved, when there is reason to believe that there exists the likelihood of substantial harm to an individual or to the public interest; and**
 - (7) in a criminal case, in addition to subparagraphs (1) through (6):**

(i) the identity, residence, occupation and family status of the accused;

(ii) if the accused has not been apprehended, information necessary to aid in apprehension of that person;

(iii) the fact, time and place of arrest; and

(iv) the identity of investigating and arresting officers or agencies and the length of the investigation.

(c) Notwithstanding paragraph (a) and Rule 3.8(f), a lawyer may make a statement that a reasonable lawyer would believe is required to protect a client from the substantial undue prejudicial effect of recent publicity not initiated by the lawyer or the lawyer's client. A statement made pursuant to this paragraph shall be limited to such information as is necessary to mitigate the recent adverse publicity.

(d) No lawyer associated in a firm or government agency with a lawyer subject to paragraph (a) shall make a statement prohibited by paragraph (a).

I have highlighted, in subsection (b) of the rule above, the very limited types of information which, in appropriate circumstances, can be provided to the public.

Additionally, Rule 3.6 has official comments that provide further guidance on the subjects that should not be discussed until a case is resolved (either by guilty plea, verdict, or other resolution). Comment 5 to Rule 3.6 indicates that there are certain subjects that “are more likely than not to have a material prejudicial effect on a proceeding, particularly when they refer to a . . . criminal matter, or any other proceeding that could result in incarceration.” These subjects relate to:

- (1) The character, credibility, reputation, or **criminal record of a party**, subject in a criminal investigation or witness, or the identity of a witness, or **the expected testimony of a party or witness**;
- (2) In a criminal case or proceeding that could result in incarceration, the possibility of a plea of guilty to the **offense or the existence or contents of any confession, admission, or statement given by the defendant or suspect or the person’s refusal or failure to make a statement**;
- (3) The **performance or results of any examination or text or refusal or failure of a person to submit to an examination or test, or the identity or nature of physical evidence expected to be presented**;

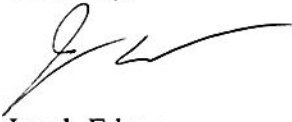
- (4) An opinion as to the guilt or innocence of a defendant or suspect in a criminal case that could result in incarceration;
- (5) Information that the lawyer knows or reasonably should know is likely to be inadmissible as evidence in a trial that would, if disclosed, create a substantial risk of prejudicing an impartial trial; or
- (6) **The fact that the defendant has been charged with a crime, unless there is included therein a statement explaining that the charge is merely an accusation and that the defendant is presumed innocent until and unless proven guilty.**

I have highlighted the limitations on the dissemination of the types of information that, in my experience, are most likely to be sought by the media and the public. As you can no doubt readily discern, the enumeration of these subjects acts to severely limit the topics that can be discussed prior to the final resolution of a criminal case.

If you have any questions on this topic, feel free to contact me. I can be reached at my office at 720-874-8582.

Also, we would appreciate it if you would disseminate this information to the appropriate persons in your department, including any public information officers. Thank you for your attention to this important topic.

Sincerely,



Jacob Edson
Chief Deputy District Attorney

cc: George Brauchler, District Attorney
Matt Maillaro, Assistant District Attorney



Request for Board of Trustee Action

Date: February 18, 2020

Title: Annexation, Aaron Wallace Property

Presented By: Phil Sieber, Town Planner

Prepared By: Phil Sieber, Town Planner

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 (totally surrounded by the Town).

The staff is requesting that the Board set a date of hearing for the zoning; and that the Board approve the annexation request subject to the terms of an annexation agreement that sets forth the uses of the property as an agricultural zoned property.

Attachments: Staff Report

Recommended Motions: “I move to approve the annexation subject to an appropriate annexation agreement that sets forth the conditions of the zoning as described in the staff report and upon the favorable review of the Town Attorney.

“I move to set the date of March 17, 2020 at 6:30 p.m. for the public hearing on the zoning of the Aaron Wallace property at 11 Hunter Run Lane.”

ANNEXATION AND ZONING, AARON WALLACE PROPERTY

I. Background

Mr. Wallace is the owner of a 2.5-acre parcel located immediately west of Wild Plum and north of Hunter Run. The property is developed with a single-family home that is vacant because of major fire damage a few years ago. He now intends to demolish the existing structures and build a new single-family residence. The property is currently located in unincorporated Arapahoe County and is surrounded by the Town. Mr. Wallace is requesting annexation into the Town as well as requesting that the property be zoned A (Agriculture).

II. Character of Adjacent Property

To the east is Wild Plum which is zoned RPD (Residential Planned Development). Wild Plum will be developed as single family residential. The property to the south is also part of Wild Plum and is designated as open space. To the west is Burning Tree, zoned RPD and is fully developed as single family. To the north is a vacant parcel owned by the Schomp-Wallace family. This property is zoned R-1 (Residential).

III. Supporting Documents

Site Plan
Letter of Intent
Annexation Map

IV Comments of Other Agencies

The only agency notified was Arapahoe County. Statutes require an Annexation Impact Report unless waived by the County Commissioners. The County has waived the impact report requirement. The applicant notified all property owners within 300' and there were three residents from Burning Tree that attended the Planning Commission meeting.

V: Findings

The staff is familiar with the site and have reviewed all the supporting material as well as the relevant state statutes regarding annexation. Based on this review, we offer the following findings:

A. Annexation

1. On January 21st the Board of Trustees received a report from staff concerning the annexation. After discussion the Trustees approved a resolution which found the Annexation Petition to be in substantial compliance with § 31-12-107(1), C.R.S., and pursuant to § 31-12-108, C.R.S. set February 18th as the date of public hearing by the Board of Trustees.
2. All adjacent property owners within 300' have been notified and a sign posted on the property. The notification stated the time and place of the public hearings (Planning Commission and Board of Trustees).
3. The Land Use Regulations require that all annexation proposals be reviewed by the Planning Commission. The Planning Commission can recommend approval or denial, or they can simply forward without a recommendation.

4. The 2020 Master Plan chapter on annexation states:

“In summary, the Town should be open to opportunities for annexation, but only if the financial benefits of adding a specific area outweighs the cost of providing services, the character of any residential areas are, or will be, compatible with the Town’s neighborhoods and any adverse impacts can be mitigated.”

The property is accessed by Town streets, stormwater runoff is through Town facilities and the Town police are first responders in most cases. The property does not presently provide any revenue to the Town. Annexation would correct this discrepancy in that the Town would receive property taxes and building permit fees. There are no identifiable adverse impacts that would result from the annexation.

B. Zoning

The property is currently zoned RRB in Arapahoe County which is a zoning that allows large lot residential and limited agricultural uses. If the property is annexed it must be zoned to a zoning district in the Town’s Land Use Regulations. The applicant is requested that the property be zoned A (Agriculture). The primary reason for this request is that the proposed new residence does not meet the setback requirements for the R-1 zone and the applicant desires to retain some limited agricultural uses.

VI RECOMMENDATIONS

A. Annexation

Based on the findings in Section V.A. above, the staff recommends that the Planning Commission recommend approval of the annexation.

B. Zoning

If an Annexation Agreement satisfactory to both the Landowner and the Town can be reached, the staff will recommend approval of the zoning to the A (Agriculture) district. An annexation agreement has not been drafted. At their meeting on February 11th, the Planning Commission recommended approval of the zoning to A (Agriculture) subject to an annexation agreement that at a minimum, contains the following:

- A. Covenants. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with the Property. The burdens and benefits of this agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties of this Agreement, except as otherwise provided in this Agreement.
- B. The Town agrees that the Property will be zoned A (Agriculture) and that such zoning shall be approved as part of the Annexation ordinance.
- C. The Landowner agrees that certain provisions of the Zoning Ordinance shall not apply and not be permitted, specifically the following sections of Article II, Section 1 (Agriculture Zoning District):

B. Principal Permitted Uses

2. *The keeping and sale of agricultural products, including livestock, and small animals that are raised on the property, and the sale is conducted by the owner of the property or the resident of the dwelling unit. Any sales activity shall be clearly incidental to the primary permitted uses. Any sales activity that creates a traffic impact, glare or noise that, in the sole discretion of the Board of Trustees, adversely affects the adjacent property owners is not permitted.*

C. Accessory Uses

1. *Buildings and uses customarily appurtenant to the permitted agricultural use, not to exceed two per acre or a total of 12 buildings.*
3. *The keeping of not more than six agricultural animals per acre, not to include more than three large animals (e.g., horses, cows) per acre.*

D. The Landowner agrees that any improvements to the Property or demolition of any existing structures shall comply with all Town zoning regulations and building codes except as otherwise provided in this Agreement and shall pay such fees as required by the zoning regulations or building code.

E. Allow no more than 2 horses and associated facilities: subject to the approval of the site plan by the Planning Commission and Board of Trustees.

COLUMBINE VALLEY ANNEXATION_LETTER OF INTENT

Re: 11 Hunter Run Lane Littleton, CO 80123

Property Owner: Aaron Wallace Authorized Agent: Ltba, LLC Architecture / Luke Taylor-
Brown Columbine Valley Town Hall 2 Middlefield Road Columbine Valley, CO 80123

November 11, 2019

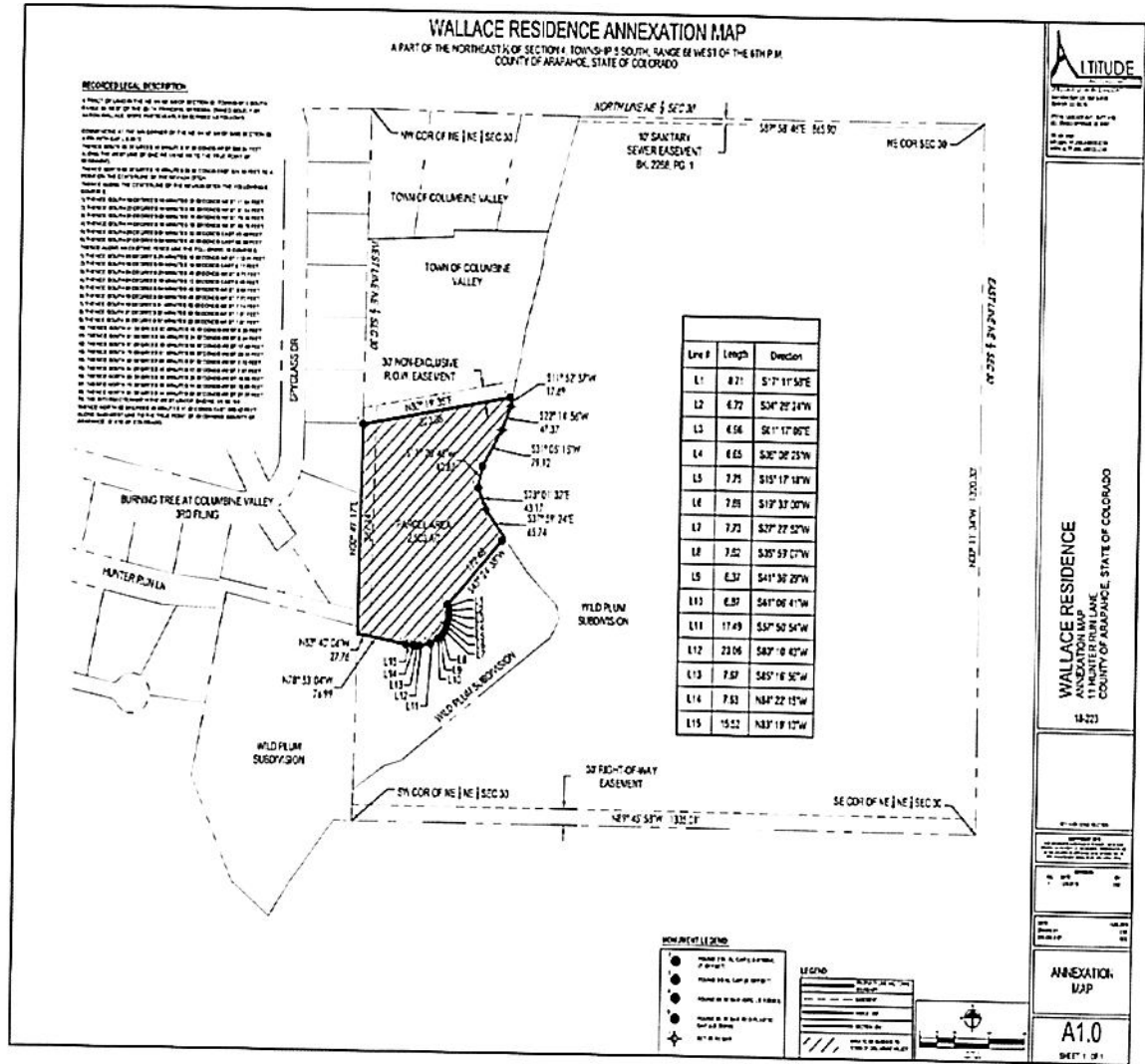
To Whom It May Concern:

This letter is to provide information about the above property, in connection with a request by the owner to have the property annexed into the municipality of Columbine Valley. The property currently is in unincorporated Arapahoe County. The owner is seeking annexation in order to facilitate permitting for planned improvements to the current property. These include a new, single-family home, detached pool house, in-ground pool, and certain other site improvements. These improvements are described in more detail below and shown on the attached proposed Site Plan. The owner understands they have a choice as to whether the property would be classified as either Agricultural (A) or Residential (R1) use and has chosen the Agricultural classification. The owner hopes to begin construction on the proposed house, pool house, and other improvements sometime in February of 2020. Construction is currently estimated to take approximately 13 months. If any additional information is required, please contact me at your convenience. Sincerely, Luke Taylor-Brown, LTBa, LLC Architect (

CURRENT STATUS/USE OF SITE The existing site is just over 2.5 acres. It previously included a one-story, single-family home, but that structure sustained significant damage in a 2017 electrical fire and is currently unoccupied. Other existing structures on the property include an in-ground pool adjacent to the house and a detached accessory barn structure (one-story). A gravel driveway runs along the west side of the property, allowing access to the parcel north of the subject property. The site slopes down to the east towards the Nevada Ditch, which bounds the property on the east side. A circular paved driveway connects the house to Hunter Run Lane, at the SW corner of the site. Aside from that feature, the structures on the site, and some

minor hardscaping around the house, the property is otherwise undeveloped, pervious surface.

PROPOSED STATUS/USE OF SITE Since the original house on the property is unoccupiable, the Owner would like to demolish that structure and build a new, single-family residence and new, detached pool house on the site. The proposed work would include a new in-ground swimming pool and hot tub, hardscaped terraces, driveways, and various planted areas. The proposed new main residence would be approximately 8,900 sf, and one story in height (approx. 18'-6", measured from average grade). The proposed new pool house would be approximately 2,300 sf, one story in height (approx. 15'-0", measured from average grade). Both structures would include hardscaped terraces. See attached Proposed Site Plan drawing (A1.1) for illustration of above





Request for Board of Trustee Action

Date: February 18, 2020

Title: Second Amended and Restated Arapahoe County 911 Authority IGA

Presented By: Bret Cottrell, Chief of Police

Prepared By: Bruce Romero, Executive Director Arapahoe County 911

Background: The purpose of this is to propose a restatement of the intergovernmental agreement establishing the Arapahoe County E-911 Emergency Communications Service Authority (the "Authority"). The Authority is authorized by C.R.S. § 29-11-102 to impose an emergency telephone charge, commonly known as the "911 fee." The 911 fee is imposed monthly on each wireless, wireline, and VoIP telephone line in the Authority's service area. The 911 fee is currently set at \$0.70 per telephone line. The Authority also collects a fee on the sale of prepaid wireless minutes pursuant to C.R.S. § 29-11-102.5. The Authority uses the revenue collected from the 911 fee and the prepaid wireless fee to help fund 911 service and emergency communications in Arapahoe County. 911 fee revenue may only be spent in accordance with C.R.S. § 29-11-104.

C.R.S. § 29-11-102 allows the Authority to increase the 911 fee up to \$0.70. To increase the 911 fee above \$0.70, C.R.S. § 29-11-102 requires that the Authority file an application with the Colorado Public Utilities Commission (the "PUC") and obtain the PUC's approval for the higher rate. In its review of an application to increase the 911 fee, the PUC generally looks to ensure that an applicant's use of the 911 fee revenue is consistent with C.R.S. § 29-11-104 and that proposed increase in the 911 fee is in the public interest. Members of the public have an opportunity to provide comments or intervene in the proceeding. In addition to obtaining the approval of the PUC, the Authority must also obtain the approval of two-thirds (2/3) of the parties to the Authority's current intergovernmental agreement – this obligation is imposed by the current intergovernmental agreement, not Colorado law.

The Authority is governed by a board of directors (the "Board") comprised of five members. All five members are appointed by the Arapahoe County Board of County Commissioners (the "BOCC"), but the BOCC must appoint two members from a list of persons nominated by the fire departments in Arapahoe County and two members from a list of persons nominated by law enforcement agencies in Arapahoe County. The fifth

member is appointed at the discretion of the BOCC. The Board hired an executive director to run the Authority's day-to-day business.

The Proposed IGA:

The Authority's current intergovernmental agreement is titled the First Amended Intergovernmental Agreement for the Establishment of an Emergency Communications Service Authority (the "**First Amended IGA**") and was dated in year 2000. A copy of the First Amended IGA is enclosed.

The Authority proposes a restated intergovernmental agreement titled the Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement (the "**Second Amended IGA**"). A copy of the proposed Second Amended IGA is also enclosed. The Authority desires that the parties to the First Amended IGA approve and adopt the Second Amended IGA.

The Second Amended IGA has several important changes that I would like to highlight for you.

Increases to the 911 fee

First and foremost, the Second Amended IGA enables the Authority to seek a 911 fee in excess of \$0.70 without obtaining the prior approval of the parties. Under the First Amended IGA, the Authority must obtain the approval of two-thirds (2/3) of the parties (*see* Section VIII of the First Amended IGA). This requirement is in addition to obtaining the approval of the PUC, which is required by statute and discussed above.

The Authority's Board believes it is appropriate to eliminate the requirement of obtaining approval of the parties prior to increasing the 911 fee above \$0.70. The Board is comprised of members appointed by the BOCC and largely nominated by first responders – so the Board is accountable to the Authority's stakeholders. The Board is also advised by a technical committee comprised of persons responsible for 911 in their agencies. Further, any increase in the 911 fee above \$0.70 must be approved by the PUC. Interested persons have the opportunity to have their voices heard before the PUC, and the PUC does a rigorous analysis of whether the proposed increase is warranted.

911 related costs are anticipated to increase over the next several years. First and foremost, the PUC is considering a proposal by CenturyLink to migrate the state to next generation 911 ("NG911"). NG911 will result in fairly significant one-time costs to each public safety answering point ("PSAP") in the state, plus increased monthly recurring fees. We anticipate that NG911 will be rolled out in mid-2019 and will take about two years to be operational statewide. (If you are interested in the benefits of NG911, please contact me.) Other PSAP and 911-related systems, including computer aided dispatch ("CAD") systems, recording systems, consoles, and radios, will also need to be replaced over time. These systems are not getting less expensive. Finally, the Authority has considered subsidizing 911 call takers and dispatchers in PSAPs, which is specifically authorized in the statute. To be able to assist

PSAPs in paying for these and other eligible costs, the Authority may consider increasing the 911 fee above \$0.70.

Lobbying and legislation

The Second Amended IGA also removes the prohibition on the Authority being involved with political lobbying activities, which the First Amended IGA prohibits (*see* Section IX of the First Amended IGA). In the past several years, the state and federal legislatures have dealt with issues addressing 911 and emergency communications. Particularly, some of the bills considered by the state legislature would have had a negative impact on the Authority and 911/emergency communications in Arapahoe County. The Authority was opposed to those bills, but was concerned with how to express that opposition given the prohibition on political lobbying activities. The Board believes it is vital that Arapahoe County be represented when the legislature considers laws that impact emergency communications. Removing the prohibition clarifies that the Authority can take positions on legislation and be involved in developing state and federal 911 policy.

The Authority does not anticipate hiring a lobbyist, but the Authority believes that flexibility is important. Other 911 authorities across the state have discussed jointly hiring a lobbyist to represent the larger 911 community's interests. If appropriate, the Authority might participate in such an effort, although there are no plans to do so at this time. In the past, the Authority has worked with lobbyists for the Colorado Municipal League, Colorado Association of Chiefs of Police, the County Sheriffs of Colorado, and the Colorado State Fire Chiefs. However, those entities do not represent 911 interests directly – so there is no replacement for the Authority being directly involved at the legislature.

Other changes

There are various other changes to the language of the intergovernmental agreement, but they are minor. Importantly, the process for nominating and appointing directors will not change.

- Attachments:** Resolution #4 – Series 2020
Second Amended and Restated Arapahoe County 911 Authority IGA
- Staff Recommendations:** Approve as presented
- Recommended Motion(s):** “I move to approve the Second Amended and Restated Arapahoe County 911 Authority IGA.”

RESOLUTION NO. 4
SERIES OF 2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY CONCERNING THE SECOND AMENDED AND RESTATED ARAPAHOE COUNTY 911 AUTHORITY INTERGOVERNMENTAL AGREEMENT

WHEREAS, in 1988 an Intergovernmental Agreement for the establishment of the Emergency Telephone Service Authority (the "Original IGA"), created the Arapahoe County E-911 Emergency Telephone Service Authority (the "Authority"); and

WHEREAS, in 2000, the Town of Columbine Valley, certain other municipalities and others entered into that First Amended Intergovernmental Agreement for the establishment of an Emergency Communication Service Authority (the "First Amended IGA"), which superseded the Original IGA; and

WHEREAS, pursuant to Part 1 of Article II of Title 29, C.R.S. (the "Emergency Telephone Service Law"), the Town of Columbine Valley has the authority to enter into agreements for the purpose of providing emergency telephone service and emergency notification services and which can impose an emergency telephone charge (the "ETC"); and

WHEREAS, Part 2 of Article 1 of Title 29, C.S.R., encourages and authorizes governmental entities to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities. Specifically, C.R.S. 29-1-103.5 authorizes the establishment of a separate legal entity for those purposes; and

WHEREAS, the Parties to the Original IGA and First Amended IGA, including the Town of Columbine Valley desire to amend and restate the provisions of the Original IGA and the First Amended IGA; and

WHEREAS, the Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement amends and restates the provisions of the original IGA and the First Amended IGA; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley have determined that it is in the best interest of the residents of the Town of Columbine Valley that it approve and enter into the Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement.

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

Section 1. The Board of Trustees of the Town of Columbine Valley hereby approve the Second Amended Restated Arapahoe County 911 Authority Intergovernmental Agreement, and authorize the Mayor and Town Clerk to execute said Intergovernmental Agreement.

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

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

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against this 18th day of February, 2020.

JD McCrumb, Clerk

Bruce Menk, Mayor Pro Tem

**Second Amended and Restated
Arapahoe County 911 Authority
Intergovernmental Agreement**

Effective March 1, 2020

**Second Amended and Restated
Arapahoe County 911 Authority
Intergovernmental Agreement**

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**Second Amended and Restated
Arapahoe County 911 Authority
Intergovernmental Agreement**

This Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement (this “**Agreement**”) is effective March 1, 2020 (the “**Effective Date**”), by and among the following parties (each a “**Party**” and collectively the “**Parties**”):

1. Arapahoe County, a Colorado county (“**Arapahoe County**”) acting by and through its Board of County Commissioners (the “**Arapahoe BOCC**”);
2. Bennett Fire Protection District, a special district;
3. Town of Bow Mar, a municipal corporation;
4. Byers Fire Protection District, a special district;
5. South Metro Fire Rescue Fire Protection District, a special district;
6. City of Centennial, a municipal corporation;
7. City of Cherry Hills Village, a municipal corporation;
8. Town of Columbine Valley, a municipal corporation;
9. Cunningham Fire Protection District, a special district;
10. Town of Deer Trail, a municipal corporation;
11. Deer Trail Fire Protection District, a special district;
12. City of Englewood, a municipal corporation;
13. City of Foxfield, a municipal corporation;
14. City of Glendale, a municipal corporation;
15. City of Greenwood Village, a municipal corporation;
16. City of Littleton, a municipal corporation;
17. Sable-Altura Fire Protection District, a special district;
18. City of Sheridan, a municipal corporation; and
19. Strasburg Fire Protection District, a special district.

Capitalized terms are defined throughout this Agreement.

Recitals

A. The Parties are bodies politic and corporate located wholly or partially within Arapahoe County, Colorado.

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

B. In 1988, certain of the Parties and others entered into that certain Intergovernmental Agreement for Establishment of the Emergency Telephone Service Authority (the "Original IGA"), which created the Arapahoe County E-911 Emergency Telephone Service Authority (the "Authority").

C. In 2000, certain of the Parties and others entered into that certain First Amended Intergovernmental Agreement for the Establishment of an Emergency Communications Service Authority (the "First Amended IGA"), which superseded the Original IGA.

D. Pursuant to Part 1 of Article 11 of Title 29, C.R.S. (the "Emergency Telephone Service Law"), the Parties have the authority to enter into agreements for the purpose of providing emergency telephone service and emergency notification services and to impose an emergency telephone charge (the "ETC").

E. Part 2 of Article 1 of Title 29, C.R.S., encourages and authorizes governmental entities to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities. Specifically, C.R.S. § 29-1-103.5 authorizes the establishment of a separate legal entity for those purposes.

F. The Parties desire to amend and restate the provisions of the Original IGA and the First Amended IGA as set forth herein.

G. Article XVII of the First Amended IGA permits amendments upon the affirmative vote of at least two-thirds (2/3) of the parties to the First Amended IGA, provided that a majority of the population in the Authority's jurisdiction reside within the jurisdictional boundaries of the parties that voted in favor of the amendment.

H. This Agreement will become effective as of the Effective Date upon a resolution of the Authority's board of directors (the "Board") confirming that the parties to the First Amended IGA complied with Article XVII thereof.

Agreement

Now, therefore, in consideration of the recitals and the mutual promises set forth herein, the Parties agree as follows:

Article 1. The Authority

Section 1.01 Continuation of the Authority as a Separate Legal Entity. The Authority created under the Original IGA and continued under the First Amended IGA shall remain in existence and continue as a separate legal entity, subject to the provisions of this Agreement.

Section 1.02 Name of the Authority. The name of the Authority shall be the Arapahoe County 911 Authority.

Section 1.03 Status of the Authority.

(a) Separate Legal Entity. The Authority is a separate legal entity established in accordance with C.R.S. § 29-1-203.5. As such, the Authority is a political subdivision and public corporation of the State of Colorado and is separate from the Parties.

(b) Open Meetings. The Authority is a “local public body” under C.R.S. § 24-6-402 and the Authority’s meetings shall be conducted in accordance with the provisions thereof.

(c) Governmental Immunity. The Authority is a “public entity” pursuant to the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S. (“CGIA”), and shall be operated in accordance with the CGIA.

(d) Open Records. As a political subdivision of the State of Colorado, the Authority is subject to the Colorado Open Records Act, Part 2 of Article 72, Title 24, C.R.S.

(e) Default Contractual Provisions. As permitted by C.R.S. § 24-101-105(2), the Authority shall be deemed to have adopted, and shall be subject to (as if the Authority were the state), the provisions of C.R.S. § 24-106-109.

Section 1.04 Boundaries of the Authority. The jurisdictional boundaries of the Authority shall be comprised of the following, as may be changed from time to time: (a) the unincorporated portions of Arapahoe County; (b) those portions of Arapahoe County which are incorporated into a Party’s jurisdiction; and (c) those portions of adjacent counties (i) that are incorporated into a Party’s jurisdiction and (ii) in which the Authority collects the ETC.

Section 1.05 Purpose of the Authority. The purpose of the Authority is to support 9-1-1 service (including emergency telephone service, emergency notification service, and basic emergency service) in the Authority’s jurisdiction in accordance with the Emergency Telephone Service Law and other applicable law. “9-1-1” means a three-digit number to facilitate the reporting of an emergency requiring response by a public safety agency.

Section 1.06 Powers of the Authority.

(a) Emergency Telephone Service Law.

(i) Generally. The Authority is a “governing body” under the Emergency Telephone Service Law.

(ii) Emergency Telephone Charge.

(1) Amount of the ETC. The Authority shall set the amount of the ETC pursuant to the Emergency Telephone Service Law, including C.R.S. § 29-11-102(2).

(2) Annual Determination of ETC Rate. In accordance with the Emergency Telephone Service Law, including C.R.S. § 29-11-103(3), the Authority shall annually establish the amount of the ETC such that, together with any surplus revenues carried forward, the ETC will produce sufficient revenues to fund the Authority’s authorized expenditures.

*Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

(3) Handling of ETC Revenue. Monies collected from the ETC (“ETC Funds”) shall be kept in accordance with the Emergency Telephone Service Law, including C.R.S. § 29-11-104(3).

(4) Use of ETC Revenue. ETC Funds shall be spent solely as authorized by the Emergency Telephone Service Law, including C.R.S. § 29-11-104(2).

(b) Additional Authority. In order to enable the Authority to exercise its rights and perform its obligations, and subject to and in accordance with applicable law, the Authority shall have the power and authority to do all of the following:

- (i) conduct its business and affairs for the benefit of the Parties and their residents;
- (ii) enter into, make, and perform contracts of every kind;
- (iii) adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- (iv) incur debts, liabilities, and obligations;
- (v) borrow money and make, accept, endorse, execute, issue, and deliver notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services, or functions contemplated by this Agreement;
- (vi) secure the payment of any Authority obligation by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by lien upon or assignment of all or any part of the properties, rights, assets, contract, easements, revenues, and privileges of the Authority;
- (vii) issue bonds, notes, or other obligations payable from the revenues derived or to be derived from the ETC;
- (viii) acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- (ix) apply for and receive grants in its own name;
- (x) engage, employ, or appoint agents or service providers, including accountants, architects, attorneys, consultants, employees, engineers, executive directors, and managers, and to pay the direct and indirect reasonable costs for services rendered to the Authority;
- (xi) purchase insurance;
- (xii) litigate, arbitrate, and / or mediate in its own name;
- (xiii) participate in administrative proceeding before the state or federal government and advocate for or against issues before legislative or administrative bodies;
- (xiv) receive contributions of gifts, grants, or services; and

(xv) exercise any additional power or authority, not inconsistent with this Agreement, that is necessary or appropriate to carry out the intent of this Agreement.

Section 1.07 Obligations of the Authority.

(a) Annual Budget. Unless the financial activities of the Authority are fully reported in the budget of one of the Parties, the Authority shall annually prepare a budget in accordance with the Local Government Budget Law of Colorado, Part 1 of Article 1 of Title 29, C.R.S.

(b) Distribution of Funds. The Board may establish policies and procedures for the distribution and expenditure of the Authority's funds, including of ETC Funds.

(c) Books and Records. The Authority shall maintain adequate and correct accounts of its funds, properties, and business transactions. The Authority's accounts shall be open to inspection at any reasonable time by the Parties, their attorneys, and their authorized agents.

(d) Audit. Unless the financial activities of the Authority are fully reported in the audit of one of the Parties, the Authority shall cause to be made an annual audit of the financial statements of the Authority for each fiscal year, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado and which shall be conducted in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1 of Title 29, C.R.S., and § 29-11-104(5), C.R.S.

(e) Compliance with Law. The Authority shall comply with any applicable law or regulation. If the Authority's performance of an obligation imposed by this Agreement would result in the Authority's violation of an applicable law, the Authority shall take a course of action that, in its reasonable determination, would carry out the intent of this Agreement while not violating the law.

Section 1.08 Authority Assets. Any assets, goods, or services received or purchased by the Authority shall be owned by the Authority, unless the Board determines otherwise.

Section 1.09 Obligations of the Parties. If the Authority provides, makes available, or transfers ownership of assets, goods, or services purchased using ETC Funds ("ETC Assets") or ETC Funds to a Party, the recipient-Party shall only use such ETC Assets or ETC Funds in accordance with: (a) any conditions imposed by the Authority; (b) any written policies of the Authority then in effect; (c) any agreements between the Authority and the Party; and (d) the Emergency Telephone Service Law.

Article 2. Board of Directors

Section 2.01 Board of Directors. All powers of the Authority shall be exercised by or under the authority of, and the business and affairs of the Authority shall be managed under the direction of, the Authority's board of directors (the "Board"), in which all administrative and legislative power of the Authority is vested.

Section 2.02 General Standards of Conduct for Directors.

(a) Standard. Each director of the Board (a "Director") shall discharge the Director's duties as a Director: (i) in good faith; (ii) with the care an ordinarily prudent person in a like position should exercise under similar circumstances; (iii) in a manner the Director reasonably believes to be in the best interests of the Authority; and (iv) otherwise in accordance with applicable law.

(b) Reliance on Experts. In discharging his or her duties, a Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more of the following persons or groups: (i) one or more employees of any Party whom the Director reasonably believes to be reliable and competent in the matters presented; and (ii) legal counsel, public accountant, or another person as to matters that the Director reasonably believes to be within such person's professional or expert competence.

(c) Knowledge. A Director is not acting in good faith if the Director has knowledge concerning the matter in question that makes reliance otherwise permitted by Section 2.02(b) unwarranted.

(d) Liability for Actions. A Director shall not be liable as such to the Authority or any Party for any action taken, or omitted to be taken, as a Director performing the duties of the position in compliance with this Section 2.02. Nothing in this Section 2.02 shall modify or lessen any protection or limitation of liability afforded to Directors under applicable law.

Section 2.03 Number of Directors. The Board shall be comprised of five Directors appointed as set forth in Section 2.04.

Section 2.04 Appointment of Directors.

(a) Law Enforcement Directors. The Arapahoe BOCC shall appoint two Directors (each, a "Law Enforcement Director") from the nominees submitted by the Parties that operate law enforcement agencies, provided that each Party entitled to nominate a candidate for a Law Enforcement Director vacancy may only submit one nominee per vacancy.

(b) Fire Protection Directors. The Arapahoe BOCC shall appoint two Directors (each, a "Fire Protection Director") from the nominees submitted by the Parties that operate fire protection/fire rescue agencies, provided that each Party entitled to nominate a candidate for a Fire Protection Director vacancy may only submit one nominee per vacancy.

(c) At-Large Director. The Arapahoe BOCC shall appoint one Director in its discretion (an "At-Large Director").

(d) Nomination Procedure. Each nomination for a Director candidate shall be in writing. The Board may specify reasonable deadlines for the submission of nominations.

(e) Director Qualifications. A Director must be at least 18 years old and must either (i) reside in the Authority's jurisdiction (as determined in Section 1.04) or (ii) be employed by a Party.

(f) Existing Directors. The five existing Directors serving as of the Effective Date (the “Existing Directors”) shall remain as Directors immediately after the Effective Date to finish their Terms, provided that two Existing Directors’ Terms shall expire in 2020, two Existing Directors’ Terms shall expire in 2021, and the final Existing Director’s Term shall expire in 2022. The Board shall identify which Existing Director’s Term expires in which year.

Section 2.05 Directors’ Terms.

(a) Generally. Each Director may serve an unlimited number of three year terms (each, a “Term”). Each Term shall expire on the last day of February of the third year of the Term; provided, however, that a Director shall remain in office until his or her successor is appointed (unless the Director resigns or is removed pursuant to this Agreement).

(b) Staggered Terms.

(i) In 2020, one Law Enforcement Director and one Fire Protection Director shall be appointed.

(ii) In 2021, one Law Enforcement Director and one Fire Protection Director shall be appointed.

(iii) In 2022, one At-Large Director shall be appointed.

Section 2.06 Resignations, Removals, and Vacancies.

(a) Resignations of Directors. A Director may resign at any time by giving written notice to the Board Chair. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Removal of Directors.

(i) Removal by Board. A Director may be removed for cause (as determined in the reasonable discretion of the Board) by the unanimous affirmative vote of the remaining Directors (i.e., all the Directors except the Director being removed); provided, however, that the unanimous affirmative vote of the remaining Directors totals at least three Directors. A Director removed under this Section 2.06(b)(i) may not be reappointed as a Director.

(ii) Removal by the Arapahoe BOCC. The Arapahoe BOCC may remove: (1) a Law Enforcement Director upon receipt of notice of the affirmative vote of a majority of the Parties that operate law enforcement agencies; and (2) a Fire Protection Director upon receipt of notice of the affirmative vote of a majority of the Parties that operate fire protection/fire rescue agencies. The Arapahoe BOCC may remove an At-Large Director in the Arapahoe BOCC’s discretion.

(c) Vacancies on the Board. A vacancy occurring on the Board shall be filled in accordance with Section 2.04. Any person appointed to fill a vacancy shall complete the prior Director’s Term.

Section 2.07 Officers of the Board. The Board shall annually elect one Director to each of the following officer positions: (a) chair of the Board (the “**Board Chair**”); (b) vice-chair of the Board; (c) secretary of the Board; and (d) treasurer of the Board. Each elected officer shall perform the duties incident to the office to which he or she was elected. A Director may serve in more than one officer position simultaneously. The Board may remove and replace an officer at any time for any reason. An officer may resign at any time.

Section 2.08 Meetings.

(a) Regular Meetings. The Authority shall hold at least two regular meetings per year. The Board may hold additional regular meetings as it deems necessary.

(b) Special Meetings. Special meetings of the Board may be called by (i) the Board Chair or (ii) any three Directors.

Section 2.09 Quorum and Voting. A quorum for the transaction of business shall be present if the number of Directors present at a meeting equals or exceeds the majority of the Directors in office immediately before the meeting, but in no case less than two Directors. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. No Director may vote or act by proxy at any meeting of the Board.

Section 2.10 Participation by Electronic Means. Directors may participate in a meeting of the Board by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence at the meeting.

Section 2.11 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses incurred by a Director in performance of official duties may be paid or reimbursed by the Authority. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Authority in any other capacity.

Section 2.12 Committees. By one or more resolutions, the Board may establish one or more committees. The normal role of a committee is to consider matters of concern to the committee and to make recommendations thereon to the Board. A committee shall not have any authority to bind the Board or the Authority. The chair and membership of any such committee shall be appointed by the Board on an annual basis or as the Board deems advisable. Unless a future termination date is specified by resolution, a committee shall exist until disbanded by the resolution of the Board. There is no requirement that a Director serve on a committee.

Article 3. Term and Termination of this Agreement

Section 3.01 Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until terminated as provided for herein.

Section 3.02 Termination.

(a) This Agreement may be terminated, and the Authority wound-up and dissolved, upon the affirmative written consent of at least two-thirds (2/3) of the Parties, provided that a

majority of the population in the Authority's jurisdiction also resides within the jurisdictional boundaries of the Parties consenting to the termination. The effective date of termination shall be one year after the affirmative written consent is signed by the requisite number of Parties.

(b) Upon termination of this Agreement, (i) the Authority shall remain in existence to wind up its business affairs and then shall cease to exist, (ii) the Authority's ETC Assets and ETC Funds, net of any of the Authority's outstanding liabilities, shall be distributed to the Parties in a manner that is fair to all Parties and that preserves the provision of 9-1-1 service in the Authority's jurisdiction, as determined by the Board in its reasonable discretion, and (iii) if a Party provided specific, identifiable property to the Authority and the Authority retains such property upon termination, the Authority shall return such property to the Party that provided it.

Article 4. General Provisions

Section 4.01 Parties.

(a) Adding Additional Parties. A body politic and corporate within the State of Colorado may become a Party to this Agreement by (i) obtaining the approval of the Board and (ii) executing a signature page signifying its acceptance of all the provisions of this Agreement. Among other considerations, the Board shall consider the potential Party's connection to 9-1-1 service in Arapahoe County.

(b) Changes to the Parties.

(i) Merger of Parties. If two Parties merge or combine, the surviving or new entity shall be deemed a Party to this Agreement without further action.

(ii) Merger with Non-Party. If a Party merges or combines with a non-Party, the surviving or new entity may only become a Party in accordance with Section 4.01(a).

(iii) Dissolution of a Party. A Party which dissolves or is wound up, whether due to merger or combination with another entity or otherwise, will no longer be considered a Party to this Agreement effective upon a resolution of the Board acknowledging the dissolution or winding up.

(c) Withdrawal of a Party.

(i) Right to Withdraw. A Party may withdraw from this Agreement by providing written notice to the Authority on or before May 1 of any year; notice provided after May 1 shall be deemed given the following year. A Party's withdrawal shall be effective on December 31 of the year in which notice was given and, upon such date, the Party shall no longer be considered a Party to this Agreement.

(ii) Treatment of ETC Assets and ETC Funds. The Authority may provide or make available assets or services purchased using ETC Funds to a withdrawing Party after the effective date of withdrawal in the Authority's sole discretion. If the Authority provides or makes available ETC Assets to a withdrawing Party after withdrawal, the withdrawing Party shall continue to comply with Section 1.09 for so long as such ETC Assets are provided or made available. If the

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911 Authority Intergovernmental Agreement

Authority transferred ownership of ETC Assets or ETC Funds to a Party and the Party subsequently withdraws, the Party shall retain ownership of such ETC Assets and ETC Funds and shall continue to comply with Section 1.09 after withdrawal.

(iii) Treatment of Specific Property. If a withdrawing Party provided specific, identifiable property to the Authority and the Authority retains such property upon the Party's withdrawal, the Authority shall return such property to the Party that provided it; provided that, if requested by the Authority before the effective date of withdrawal, the withdrawing Party shall make the property available for 9-1-1 or emergency communication related use by the Authority and/or the other Parties after withdrawal.

Section 4.02 Amendments. Any amendment to this Agreement will be effective only if in writing and approved and signed by at least two-thirds (2/3) of the Parties, provided that a majority of the population in the Authority's jurisdiction also resides within the jurisdictional boundaries of the Parties consenting to the amendment.

Section 4.03 Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

Section 4.04 Notices. Any notices given hereunder shall be in writing and deemed given (a) one business day after sent via email, (b) three business days after mailed, first class postage prepaid, or (c) immediately upon hand delivery. Notices shall be delivered to the chief law enforcement or fire protection officer of the Parties or, in the case of Arapahoe County, to the chairperson of the Arapahoe BOCC. Notices to the Authority shall be delivered to the Board Chair.

Section 4.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles.

Section 4.06 Venue. An action brought by any Party or the Authority to interpret or enforce any provision of this Agreement may be brought only in a state court located in Arapahoe County, Colorado. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue.

Section 4.07 WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY AND THE AUTHORITY HEREBY WAIVE ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Section 4.08 Relationship of the Parties.

(a) Nothing in this Agreement creates a joint venture or partnership between or among: (i) the Parties, or any of them; (ii) the Authority; and/or (iii) any third party.

(b) Neither any Party nor the Authority: (i) will be liable for the debts, liabilities, or obligations of the others; (ii) is acting as the agent or partner of the others or will hold itself out as such; or (iii) has the authority to bind the others.

Section 4.09 Force Majeure. Neither any Party nor the Authority will be considered in default under this Agreement to the extent that their performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disasters, riot, war, terrorism, labor disputes, civil strife, or other event outside the reasonable control of the performing Party or Authority.

Section 4.10 Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements, including the Original IGA and the First Amended IGA.

Section 4.11 Waiver. The failure of any Party or the Authority to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party or the Authority under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.

Section 4.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable, then the provision shall, if practicable, be modified or amended by the court to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the provision shall be severed from this Agreement with no effect upon the remaining provisions of this Agreement.

Section 4.13 Third Party Beneficiaries. No provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any person except the Parties and the Authority.

Section 4.14 Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

Section 4.15 Rules of Construction.

(a) Numbered Sections. Unless otherwise stated, a reference to any section will be construed as a reference to the entire section identified, including any subsections thereof.

(b) Headings. The headings in this Agreement are for convenience of reference only and will be ignored for purposes of construing and interpreting this Agreement.

(c) Citations to Statutes. Any citation to one or more statutes in this Agreement shall be interpreted as a citation to those statutes as they may be amended from time to time.

(d) Including. The words "including" and "includes" shall be interpreted to mean "including without limitation" and "includes without limitation."

[signature page follows]

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

In witness whereof, the Parties are executing this Agreement to signify their acceptance of all the provision set forth herein, to be effective as of the Effective Date regardless of the actual date of signature.

Attest:	Arapahoe County, acting by and through its Board of County Commissioners
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Attest:

Town of Columbine Valley

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____



Request for Board of Trustee Action

Date: February 18, 2020

Title: Resolution #5, Series 2020 – Municipal Election Cancellation

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: As there were fewer interested candidates to file petitions or affidavits of write-in candidacy than there were seats to be filled, and as there were no other issues for consideration on the ballot, the 2020 Columbine Valley municipal election may be canceled.

Attachments: Resolution #5, Series 2020
Notice of Cancellation

Staff Recommendations: Approve Resolution #5, Series 2020 as presented.

Recommended Motion(s): “I move to approve Resolution #5, Series 2020 as presented.”

RESOLUTION NO. 5
SERIES OF 2020

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

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

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

WHEREAS, Roy Palmer was a candidate for Mayor, James Tarpey, a candidate for Trustee and Mary Kuchman, a candidate for Trustee.

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

Section 1. The Town Clerk is hereby authorized and directed to cancel the elections scheduled for April 7, 2020.

Section 2. The following candidates are declared elected:

Mayor:	Roy Palmer – 2 year term
Trustee:	James Tarpey – 4 year term
Trustee:	Mary Kuchman – 4 year term

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

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

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

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against this 18th day of February, 2020.

JD McCrumb, Clerk

Bruce Menk, Mayor Pro Tem

NOTICE OF CANCELLATION OF REGULAR ELECTION BY THE DESIGNATED
ELECTION OFFICIAL

NOTICE IS HEREBY GIVEN by the Town of Columbine, State of Colorado, that at the close of business on the nineteenth day before the election, there were not more candidates for Mayor or Trustees than offices to be filled, including candidates filing Affidavits of Intent to be Write-In candidates; therefore, the election to be held on April 7, 2020, is hereby cancelled.

The following candidates are declared elected:

Mayor:	Roy Palmer – 2 year term
Trustee:	James Tarpey – 4 year term
Trustee:	Mary Kuchman – 4 year term

DESIGNATED ELECTION OFFICIAL
TOWN OF COLUMBINE VALLEY

JD McCrumb, Town Clerk