

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

February 16, 2021

6:30PM

A G E N D A

VIRTUAL MEETING PARTICIPATION:

Due to COVID-19 and the closure of Town Hall until further notice, the Town of Columbine Valley is providing alternate means for public participation at meetings of the Board of Trustees.

To view the meeting click on the "Join Trustee Meeting" link at the top of the Town's web site www.ColumbineValley.org

To provide written remarks during the public comment or public hearing, send an email by 4:00 p.m. on the date of the meeting to jdmccrumb@columbinevalley.org with your name, address, agenda item and comment. You may also join at the web link above.

1. ROLL CALL 6:30
2. PLEDGE OF ALLEGIANCE
3. 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 act at the meeting on any issue raised by public comment. The Mayor may refer the matter to the Town Administrator or Town Attorney for immediate comment, or to staff to obtain additional information and report back to the Board as appropriate.
4. CONSENT AGENDA Mayor Palmer
 - a. Approval of January 19, 2021 Minutes
 - b. Extend Emergency Declaration through March 17, 2021
 - c. Extend Pandemic Mitigation Plan through March 17, 2021
5. REPORTS
 - a. Mayor
 - b. Trustees
 - c. Town Administrator
 - d. Chief of Police
 - e. Finance Report
6. OLD BUSINESS
 - a. 13 Middlefield Construction Materials Abatement Mr. Schiller
7. NEW BUSINESS
 - a. Bow Mar IGA – Building Department Mr. McCrumb
 - b. Resolution #1-2021 – Town Investment Policy Mrs. Kelly
 - c. Resolution #2-2021 – Transfer of Funds to Capital Mrs. Kelly
 - d. Trustee Bill #1-2021 – Model Traffic Code (1st Reading) Mr. Schiller
8. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES

Minutes

January 21, 2021

Mayor Palmer called the Regular Meeting of the Trustees to order at 6:30 p.m. Due to the COVID-19 pandemic and as allowed under the Towns Electronic Participation in Meeting Policy (Resolution #6, 2020), the meeting was held virtually via Zoom. Roll call found the following present:

Trustees: Roy Palmer, Bruce Menk, Bill Dotson, Mike Giesen, Ed Icenogle, and Jim Tarpey

Also present: Lee Schiller, J.D. McCrumb, Angela Kelly, Jeremy Hayden, and Bret Cottrell

PUBLIC COMMENT

Tim Vandel, 14 Fairway Lane – Voiced his concern over the length of time the building materials had been in front of the home at 13 Middlefield Road and asked the Trustees to take action to abate the issue.

Brook Staab, 13 Middlefield Road – Informed the Trustees that the building materials had been moved once to a more obscured location but also indicated that the materials would be removed by February 20, 2021.

CONSENT AGENDA

ACTION: upon a motion by Trustee Menk and a second by Trustee Dotson, the Board of Trustees unanimously approved the consent agenda as presented.

REPORTS

- A. Mayor Palmer noted that the Columbine Country Club had been certified by the town with the 5-Star designation allowing them to operate their dining functions at a Level Orange, accommodating some indoor dining. Mayor Palmer also shared with the board that Trustee Kathy Boyle was absent tonight as her brother had passed away; the Trustees expressed their condolences. Mayor Palmer reminded the Trustees that he was the Town representative on the DRCOG Board and on the Metro Mayors Caucus. He will continue to share relevant updates of those organizations' activities.
- B. The Trustee's offered no comments or reports.
- C. Mr. McCrumb reviewed his report as presented in the Trustees Packet. He also updated the Trustees on topics including: The Bow Mar Building IGA, municipal court COVID relocation, Hunter Run transfer of maintenance, Wilder Lane repair update, and Mr. Hayden briefed the Trustees on a Denver Water project tentatively scheduled for summer.
- D. Chief Cottrell reviewed his report as presented in the Trustee Packet. Chief also informed the Trustees of an increase in identity theft due to COVID/Unemployment claims, and of PT Officer L. Ward's resignation.
- E. Mrs. Kelly reviewed the Town's financials as presented in the Trustees Packet.

OLD BUSINESS

- A. There was no old business

NEW BUSINESS

- A. **13 Middlefield Construction Materials Abatement:** Mr. Schiller and Mr. McCrumb presented background regarding the storage of construction materials at 13 Middlefield. The Trustees reviewed their options.

ACTION: upon a motion by Trustee Menk and a second by Trustee Dotson, the Board of Trustees unanimously declared the construction materials a nuisance.

- B. 2020 Audit Engagement Letter:** Mrs. Kelly presented the audit engagement letter from Logan and Associates and provided background about that firms' selection.

ACTION: upon a motion by Trustee Dotson and a second by Trustee Tarpey, the Board of Trustees unanimously approved engaging Logan and Associates to conduct the Towns' 2020 audit.

- C. Columbine Park Stage Construction:** Mr. McCrumb presented the status of fundraising to date for the stage at Columbine Park and requested the Trustees allocate funding so that project could be completed for the concerts in the park in 2021. The Trustees expressed some concern over how (often) the stage might be used. The staff has outlined use policies and those will be formalized prior to completion of the stage.

ACTION: upon a motion by Menk Tarpey and a second by Trustee Tarpey, the Board of Trustees unanimously approved allocating \$3,500 towards the construction of the Columbine Park Stage.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 8:07 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 in DRAFT form until approved by the Board of Trustees at the next regular meeting.*



Request for Board of Trustee Action

Date: February 16, 2021

Title: Extend Emergency Declaration and Pandemic Plan

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Lee Schiller, Town Attorney

Background: On March 24, 2020, Mayor Pro Tem Bruce Menk signed an Emergency Declaration for the Town stating that the COVID-19 virus constitutes a local disaster for the town which endangers the health, safety, and welfare of the community. Mayor Pro Tem Menk also activated the Town's Pandemic Mitigation Plan. These documents were ratified by the Trustees on March 27, 2020 and have been extended several times through February 17, 2021 by the Board of Trustees.

Town staff, as well as State and local authorities recommend continuing mitigation efforts at this time.

Attachments: Local Disaster Emergency Declaration
Pandemic Mitigation Plan

Suggested Motion: As a part of the consent agenda "I move to extend the Town's Emergency Declaration and Pandemic Mitigation Plan through March 17, 2021, unless circumstances allow the Mayor to relax restrictions or until extended by the Board of Trustees".

TOWN OF COLUMBINE VALLEY, COLORADO
LOCAL DISASTER EMERGENCY DECLARATION

WHEREAS, in accordance with the Colorado Disaster Emergency Act ("Act"), C.R.S. Section 24-33.5-704, on March 10, 2020, Governor Jared Polis, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, protect vulnerable communities all to better contain the outbreak of the COVID-19 virus; and

WHEREAS, in accordance with C.R.S. Section 24-33.5-709, a local disaster may be declared only by the principal executive officer of the Town (the Mayor or the Mayor Pro-Tem, acting in place of the Mayor), and shall not be continued for a period in excess of seven days, absent the consent of the Board of Trustees; and

WHEREAS, "The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans." C.R.S. Section 24-33.5-709(2);

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

Section 1. That the COVID-19 virus constitutes a local disaster for the Town which endangers the health, safety and welfare of the entire community and emergency action is required to avert such danger.

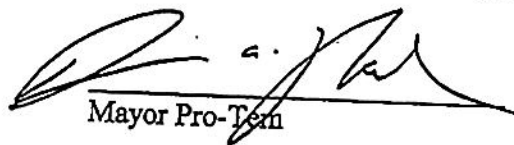
Section 2. Local emergency resources may be overwhelmed and requests for aid may be needed. Community leaders are encouraged to cancel or postpone all non-essential meetings and gatherings. All residents of the Town of Columbine Valley are encouraged to remain at home wherever possible.

Section 3. This Declaration shall be promptly filed with the Columbine Valley Town Clerk, the Arapahoe County Clerk and Recorder and with the Colorado Office of Emergency Management.

Section 4. This Declaration shall remain in full force and effect for a period of seven (7) days unless renewed in excess of this time period by action of the Board of Trustees of the Town of Columbine Valley.

Dated March 24, 2020

TOWN OF COLUMBINE VALLEY


Mayor Pro-Tem

Columbine Valley Pandemic Mitigation Plan – updated for COVID 19; March 2020

Goals:

- Health and Safety of Staff and Citizens
- Upkeep of Expected Service Levels throughout Columbine Valley
- Maintain Essential Functions and Services of the Town Government

Town Response:

Tier 1 – Heightened Awareness: The CDC and local health authorities have indicated that COVID-19 is in the U.S. and are encouraging citizens to be aware and to focus on sanitation and hygiene.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use PTO (sick leave)
- Wash hands often, also use hand sanitizer often
- Cover mouth with arm/elbow if coughing
- Heighten amount of environmental sanitation (Lysol, wipes, environmental germicide sprays, etc.)
- Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding
- Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected staff (gloves, masks, etc.)

Tier 2 – Statewide Concern: The Colorado Department of Health and Environment (CDPHE) have indicated multiple cases of COVID-19 within the State of Colorado. When directed by the Town Administrator, or his delegate, the Town will move its response to Tier 2 which, in addition to Tier 1 steps includes:

- Prepare for Telework sites
- Staff should refrain of physical contact with each other and with members of the public (i.e. handshakes, etc.). CDC recommends a 6' distance of separation.
- Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely
- Town should begin to limit internal meetings
- Staff who self-identify as high risk (having compromised immune systems, etc.) should work from home. If sick, no PTO required – will treat as regular time
- The Town will take direction from State and Local Health authorities

Tier 3 – Local Concern: Tri-County Health has indicated multiple cases of COVID-19 within the region. When directed by the Town Administrator, or his delegate, the Town will move its response to Tier 3 which, in addition to Tier 2 steps includes:

- Staff will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk. Staff staying home will not be required to use PTO – will treat as regular time
- Elimination of any Town meetings (Trustees excluded) or events (unless able to be done remotely)
- Teleworking and/or staggered shifts authorized when feasible

- Staff must take additional steps identified to limit exposure between employees and members of the public
- Town Hall reduced staffing authorized, maintain minimum staffing levels at Town Hall
- Heightened level of sanitation of spaces including germicide spraying
- Select staff have PPE on hand and begin utilization as appropriate
- Other steps as directed by State and Local Health authorities

Tier 4 – Full Implementation of Response Plan: Tier 4 may occur at such time as State and Local Health authorities recommends region wide social spacing, schools are shut down, or at such time as Columbine Valley deems it to be in the best interest of the community. When directed by the Town Administrator, or his delegate, the Town will move its response to Tier 4 which, in addition to Tier 3 steps includes:

- Town Hall is minimally staffed with no public access. Public will be directed to conduct business online or by phone if feasible.
- Some functions of municipal operations may be suspended. Only essential services ongoing, unless able to be provided through staff working remotely
- Incident Command may be set up in coordination with Arapahoe County authorities
- Select staff mandatory use of PPE
- Other steps as directed by State and Local Health authorities, including support of their efforts



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 January 2021

Full Time Positions	6 of 6
Part Time Positions	3 of 4
Regular hours	849
OT hours worked	16
Off Duty	3
PTO	104

January 2021 Violations

Charges For the Date Range 1/1/2021 Thru 1/31/2021

Qty	Charge
44	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
9	703(3) FAIL TO STOP AT A STOP SIGN:
5	1210(A) ON STREET PARKING PROHIBITED (3-6 AM):
2	1006(1) DROVE WRONG DIRECTION AROUND ROTARY ISLAND:
1	CMC 6.08.100 VICIOUS DOG:
1	705(1) FAIL TO YIELD TO EMERGENCY VEHICLE:
1	1101(2)(H) SPEEDING 20 AND OVER:
1	BMC 10-72 TRESPASSING:
0	
64	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV21-0000001	2021-01-02T08:23:38	Criminal Mischief
CV21-0000002	2021-01-02T14:53:05	PROPERTY ACCIDENT IP
CV21-0000003	2021-01-05T09:23:13	PROPERTY ACCIDENT IP
CV21-0000004	2021-01-05T13:47:41	ANIMAL CALL IP*
CV21-0000005	2021-01-05T15:27:47	Trespass to Property
CV21-0000006	2021-01-07T10:12:17	MESSAGE FOR DEPUTY IP
CV21-0000007	2021-01-07T20:58:40	DUI IP
CV21-0000008	2021-01-08T10:42:59	Identity Theft
CV21-0000009	2021-01-08T10:35:32	Identity Theft
CV21-0000010	2021-01-08T16:09:22	Fraud
CV21-0000011	2021-01-09T08:54:38	Theft
CV21-0000012	2021-01-14T08:43:52	Sex Assault
CV21-0000013	2021-01-14T17:21:32	TRAFFIC ARREST IP
CV21-0000014	2021-01-14T19:41:22	Fraud
CV21-0000015	2021-01-15T02:28:36	MEDICAL IP
CV21-0000016	2021-01-15T11:10:25	INFORMATION IP
CV21-0000017	2021-01-16T09:17:01	IDENTITY THEFT IP
CV21-0000018	2021-01-16T21:19:06	INFORMATION IP
CV21-0000019	2021-01-14T17:21:32	TRAFFIC ARREST IP
CV21-0000020	2021-01-19T11:30:33	Identity Theft
CV21-0000021	2021-01-19T16:03:12	ANIMAL CALL IP*
CV21-0000022	2021-01-27T07:43:22	Theft
CV21-0000023	2021-01-27T14:07:33	Theft from Motor Vehicle
CV21-0000024	2021-01-27T14:47:48	Identity Theft
CV21-0000025	2021-01-27T14:47:48	Identity Theft

8:57 AM 2/8/2021
Data Source: Data Warehouse

Data Source: Data Warehouse

Exclusion:

- Calls canceled before first unit assigned
- Calls canceled before first unit at scene

▼ Export

[illegible]

USPICIOUS CIRCUMSTANCE IP		<u>2</u>							<u>2</u>
USPICIOUS PERSON IP									
USPICIOUS VEHICLE IP		<u>4</u>							<u>4</u>
heft			<u>2</u>						<u>2</u>
heft from Motor Vehicle			<u>1</u>						<u>1</u>
HEFT FROM MOTOR VEHICLE IP									
HEFT IP		<u>1</u>							<u>1</u>
RAFFIC ARREST IP			<u>1</u>						<u>1</u>
raffic Complaint									
RAFFIC COMPLAINT IP			<u>2</u>						<u>2</u>
RAFFIC OBSTRUCTION IP		<u>1</u>							<u>1</u>
RAFFIC STOP IP		<u>57</u>							<u>57</u>
RANSPORT IP									
respas to Property			<u>1</u>						<u>1</u>
RESPASS TO PROPERTY IP									
respas to Vehicle									
RESPASS TO VEHICLE IP									
NKNOWN INJURY ACCIDENT IP		<u>1</u>							<u>1</u>
NLAWFUL ACTS IP									
NWANTED SUBJECT IP									
EHICLE LOCKOUT IP									
VARRANT ARREST IP									
VARRANT PICKUP IP									
Weapons Violation									
WEAPONS VIOLATION IP									
WELFARE CHECK IP		<u>2</u>							<u>2</u>
Z-Animal Call									
Z-Suspicious Person									
Z-Suspicious Vehicle									
Z-Unwanted Subject									
Z-ZONING IP									
Total		<u>79</u>	<u>48</u>	<u>32</u>			<u>1</u>		<u>16</u>



OFFICE OF THE DISTRICT ATTORNEY

JOHN KELLNER, DISTRICT ATTORNEY

18TH JUDICIAL DISTRICT

SERVING ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN COUNTIES

January 12, 2021

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 sends this letter annually as a reminder of the role that prosecutors and law enforcement play in assuring fair trials in this jurisdiction.

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 720-874-8550.

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,


John Kellner
District Attorney

cc:

Tom Byrnes, Assistant District Attorney
Ann B. Tomsic, Chief Deputy District Attorney, Appeals



Request for Board of Trustee Action

Date: February 16, 2021

Title: Construction Materials Abatement

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: Dating back at least to July 2020 a stockpile of construction material, specifically pallet(s) of stone veneer has existed in front yard of 13 Middlefield Road.

Staff sent the attached letter on July 31 and has subsequently been in regular contact with the homeowner to discuss the removal of the materials. While several deadlines were set by the homeowner, the materials to date have not been removed.

The Trustees declared the materials a nuisance at their meeting January 19, 2021 in accordance with Section 8.12.060 of the Town's Municipal Code. Assurances were provided by the residents that the materials would be removed by February 20, 2021.

Recommended Motion: "I move to direct staff to abate the materials on or after February 21, 2021."



Request for Board of Trustee Action

Date: February 16, 2021

Title: Bow Mar IGA – Building Department

Presented By: J.D. McCrumb, Town Administrator

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

Background: In October of 2016, the Towns of Columbine Valley and Bow Mar entered into an agreement by which the Town of Columbine Valley would provide building department services to the Town of Bow Mar. The initial term of the agreement was renewed in November of 2017; it was renewed again in 2018. It is the desire of both Towns to extend the agreement for an additional five years through December 31, 2025.

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

Fiscal Impacts: The terms of the IGA are for \$20,000 per year, for five years.

Staff Recommendations: Approve the IGA as presented.

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

INTERGOVERNMENTAL AGREEMENT
(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this _____ day of _____, 2021, effective as of January __, 2021, by and between the Town of Columbine Valley, a Colorado municipal corporation ("Columbine"), 2 Middlefield Road, Columbine Valley, Colorado 80123, and the Town of Bow Mar, a Colorado municipal corporation ("Bow Mar"), 5395 Lakeshore Drive, Bow Mar, Colorado 80123.

RECITALS

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

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

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

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

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

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

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

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

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

2. Administrative Services. For the period January 1, 2021, through December 31,

' 00009932 4)

2025 (the "Initial Term"), Columbine agrees to provide the following Building Department services (collectively, the "Services") to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors and in all instances in compliance with applicable laws, including, without limitation, the Bow Mar Code:

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

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

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

Bow Mar acknowledges it has adopted any and all ordinances making official the licensing of Contractors, in the Town of Bow Mar.

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

Documents collected at the time of application submittal will include appropriate approval of the governing body designated by the Bow Mar Board of Trustees, Bow Mar contractor's license (or application), and a signed copy of the contract or other reasonable documentation between the

contractor and the homeowner (used to verify scope of work and valuation of project).

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

This Agreement between Bow Mar and Columbine does not include the audit process, which shall be conducted by BowMar.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Payment.

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

4. Scope of Services.

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

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

5. Indemnification and Insurance.

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

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

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

6. Term; Termination.

- A. The term of this Agreement (the "Term") shall be for a period of five (5) years commencing on January 1, 2021 and terminating on December 31, 2025 and then thereafter in the event of any renewal of the term as provided in sub-section B. ~~Either~~ party may terminate this Agreement, with or without cause, upon three (3) months prior written notice. In such event, each party shall be responsible for its own cost incurred by reason of the termination,
- B. Should either party desire to continue this Agreement for the calendar year 2026, or later (which such extension(s) shall become part of the Term), the parties shall provide written notice to the other of its desire to renew this Agreement no later than the December 1st of the prior calendar year, in which event the parties shall then use good faith efforts to negotiate the terms of an amendment to this Agreement prior to December 31st of such year. In the event the parties are negotiating in good faith and intend to agree upon an amendment extending the Term of this Agreement, but such amendment has not been finalized by the deadline set forth above, the parties can elect to continue the terms of the then existing Agreement by written notice to the other party to allow for the finalization of the applicable amendment.

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

7. Miscellaneous

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

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

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

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

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

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

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

This Agreement shall be effective on the _____ day of _____, 2021.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the _____ day of _____ 2021, and approved by resolution by the Board of Trustees of the Town of Bow Mar on the _____ day of _____ 2021, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this _____ day of _____ 2021.

Town of Columbine Valley

By: _____

Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____

Mayor

Attest: _____

SCHEDULE A

Payment schedule for calendar year 2021:

January 1, 2021	\$5,000
March 1, 2021	\$5,000
July 1, 2021	\$5,000
October 1, 2021	\$5,000

Payment schedule for calendar year 2022:

January 1, 2022	\$5,000
March 1, 2022	\$5,000
July 1, 2022	\$5,000
October 1, 2022	\$5,000

Payment schedule for calendar year 2023:

January 1, 2023	\$5,000
March 1, 2023	\$5,000
July 1, 2023	\$5,000
October 1, 2023	\$5,000

Payment schedule for calendar year 2024:

January 1, 2024	\$5,000
March 1, 2024	\$5,000
July 1, 2024	\$5,000
October 1, 2024	\$5,000

Payment schedule for calendar year 2025:

January 1, 2025	\$5,000
March 1, 2025	\$5,000
July 1, 2025	\$5,000
October 1, 2025	\$5,000



Request for Board of Trustee Action

Date: October 20, 2020

Title: Resolution #1, 2021 – Investment Policy

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator, CRS and Town Finance Team

Background: In an effort to clarify or establish sound investment practices, the Town’s staff is proposing the attached policy to help communicate expectations to all staff and other interested parties the practices involved with Town investments.

This is a supplementary policy to other financial policies presented to and adopted by the Trustees in October of 2020.

Attachments: Resolution #1, Series of 2021 – Investment Policy
Investment Policy

Recommended Motion: “I move to approve Resolution #1, Series of 2021 and the associated policy as presented.”

RESOLUTION NO. 1
SERIES OF 2021

**A RESOLUTION CONCERNING AN INVESTMENT POLICY FOR
THE TOWN OF COLUMBINE VALLEY**

WHEREAS, the Board of Trustees directed Town staff to develop an Investment Policy to address the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal and investment management of Town funds; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley finds that adopting an Investment Policy is in the best interests of the Town, and necessary to protect the health, safety and welfare of the inhabitants of the Town.

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 adopts the Investment Policy attached hereto as Exhibit A and incorporated by reference herein.

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

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

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against this _____ day of February 2021.

JD McCrumb, Clerk

Roy Palmer, Mayor

TOWN OF COLUMBINE VALLEY INVESTMENT POLICY

INTRODUCTION AND SCOPE

The Town of Columbine Valley (“the Town”) is a Board of Trustees-Administrator government subject only to limitations imposed by the State Constitution and by Town code, all powers shall be vested in an elective, seven-member Board of Trustees (the “Trustees”) which shall enact local legislation, adopt budgets, determine policies and appoint the Town Administrator who shall execute the laws and administer the Town government.

The following Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal and investment management of the Town’s funds. This Investment Policy shall apply to the investment management of all financial assets and funds under control of the Town, except for the retirement and pension funds of the Town. All cash, except for certain restricted funds, may be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the General Fund and to those other Town accounts that have contributed to the pooled funds based on the proportion of their respective average balances relative to the total pooled balance. All decisions regarding investments will take into consideration the recommendation of the Town financial contractor and be decided by a vote of the Board of Trustees with recommendation from the Town Treasurer.

This Investment Policy replaces any previous investment policy or investment procedures of the Town.

This Investment Policy complies with the various regulatory requirements under which the Town operates. It was endorsed and adopted by Resolution #1, Series 2021 of the Town of Columbine Valley’s Board of Trustees on February 16, 2021 .

INVESTMENT OBJECTIVES

All funds which are held for future disbursement shall be deposited and invested by the Town in accordance with Colorado State Statutes and any ordinances and resolutions enacted by the Town Board of Trustees in a manner to accomplish the following objectives:

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated cash flows.
- Diversification to avoid incurring unreasonable market risks.
- Attainment of a market value rate of return.
- Conformance with all applicable Town policies, and State and Federal regulations, including TABOR requirements.

DELEGATION OF AUTHORITY

The Town Administrator, Town Treasurer, and Town financial contractor have the authority to conduct investment transactions, so long as the Board has provided direction to do so. The

Town Administrator, Town Treasurer, and Town financial contractor have the responsibility of administering this investment policy. Other members of the Town's finance staff may be appointed to assist the Town Treasurer in the cash management, treasury or investment functions and the Town Treasurer will submit those staff members names in writing to the Board of Trustees for approval. Persons who are authorized to transact securities business for the Town are listed in Annex I of this Investment Policy. The Town Board of Trustees, through the Town's external auditors, will periodically review the compliance of the cash, treasury, and investment management practices with this Investment Policy.

The Town Treasurer shall establish written administrative procedures for the operation of the Town's investment program consistent with this Investment Policy. The Town's Treasurer and other authorized persons acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. The Town Treasurer will be responsible for ensuring that sufficient liquidity exists to maintain the Town's operations in the event of adverse market conditions or claims.

The Town Treasurer may engage, with the Board of Trustees approval, the support services of outside professionals, so long as it can be demonstrated that these services produce a net financial advantage and necessary financial protection of the Town's resources. Such services may include engagement of financial advisors in conjunction with debt issuance, portfolio management support, special legal representation, third party custodial services, and appraisal of independent rating services.

PRUDENCE

The standard of prudence to be used for managing the Town's assets is the "prudent investor" rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital." (Colorado Revised Statutes 15-1-304, Standard for Investments.)

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall not engage in personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Town Administrator any material financial interest in financial institutions that conduct business with the Town, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales.

ELIGIBLE INVESTMENTS AND TRANSACTIONS

All investments will be made in accordance with the Colorado Revised Statutes (CRS) listed in Annex II of this Investment Policy. Any revisions or extensions of these sections of the CRS will be assumed to be part of this Investment Policy immediately upon being enacted.

The Town Board of Trustees has further restricted the investment of Town funds to the following types of securities and transactions:

1. U.S. Treasury Obligations: Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips with maturities not exceeding five years from the date of trade settlement.
2. Federal Instrumentality Securities: Debentures, discount notes, callable securities, step-up securities and stripped principal or coupons with maturities not exceeding five years from the date of trade settlement issued by the following only: Federal National Mortgage Association (FNMA), Federal Farm Credit Banks (FFCB), Federal Home Loan Banks (FHLB), and Federal Home Loan Mortgage Corporation (FHLMC). To be approved, Federal Instrumentality Securities must be rated AAA by either Moody's or Standard & Poor's. The Town will not invest in any of the subordinated debentures issued by the federal instrumentality issuers.
3. Prime Commercial Paper issued by U.S. companies and denominated in U.S. currency with a maturity not exceeding 270 days from the date of purchase. Commercial Paper shall be rated in its highest rating category at the time of purchase by at least two Nationally Recognized Statistical Rating Organizations (NRSROs), and by all NRSROs that rate the obligations. If the commercial paper issuer has senior debt outstanding, the senior debt must be rated not less than A+, A1 or the equivalent by at least two NRSROs, and by all NRSROs that rate the debt. The aggregate amount of securities purchased from any one Commercial Paper issuer shall not exceed 20% of the Town's portfolio.

Any issuer whose short-term ratings are placed on negative watch list by any of the rating agencies will be put on "Hold" status. Issuers on "Hold" status will be ineligible for purchase until a final decision on ratings is made.

4. Eligible Bankers Acceptances with an original maximum maturity not exceeding 90 days, issued by FDIC insured domestic banks or branches of foreign banks domiciled in the U.S. and operating under U.S. banking laws with a minimum of \$250,000 combined capital and surplus. Banker's Acceptances shall be rated at least A1, P-1 or the equivalent at the time of purchase by at least two NRSROs and rated not less by all NRSROs that rate the instrument. If the issuing bank has senior debt outstanding, it shall be rated at the time of purchase AA, Aa2 or the equivalent by at the time of purchase by at least two NRSROs and rated not less by all NRSROs that rate the bank. The aggregate amount of Bankers Acceptances issued by any one bank shall not exceed 20% of the Town's portfolio.
5. Local Government Investment Pools authorized under CRS 24-75-702 that: 1) are "no-load" (i.e., no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) limit assets of the fund to those authorized by State Statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAAM by Standard & Poor's, AAA by Moody's or AAA/V-1+ by Fitch.

6. Non-Negotiable Certificates of Deposit in FDIC insured state or national banks or savings banks that are eligible public depositories in Colorado as defined in CRS 11-10.5-103 and that meet the criteria set forth in the section of this Investment Policy, "Selection of Banks." Certificates of Deposit exceeding the FDIC insured amount shall be collateralized in accordance with the Colorado Public Deposit Protection Act.
7. Money Market Mutual Funds registered under the Investment Company Act of 1940 that: 1) are "no-load" (i.e. no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 4) are rated either AA+ by Standard & Poor's, AAA by Moody's or AAA/V-1+ by Fitch.
8. Negotiable Certificates of Deposit authorized under CRS 24-75-601.1 with an opinion provided by the Colorado Division of Securities, it is legal to invest public funds in negotiable CD's at any FDIC insured bank up to the \$250,000 with maturities no longer than five years from date of settlement and that meet the criteria set forth in the section of this Investment Policy, "Selection of Banks." Negotiable Certificates of Deposit exceeding the FDIC insured amount shall be collateralized in accordance with the Colorado Public Deposit Protection Act.

It is the intent of the Town that the foregoing list of authorized securities be strictly interpreted. Any deviation from this list must be pre-approved by the Town Treasurer in writing and must be presented for approval at the next Board of Trustees Meeting.

The Town may, from time to time issue bonds, the proceeds of which must be invested to meet specific cash flow requirements. In such circumstances and notwithstanding the paragraph immediately above, the reinvestment of debt issuance or related reserve funds may, upon the advice of Bond Counsel or financial advisors, deviate from the provisions of this Investment Policy with the written approval of the Town Treasurer.

INVESTMENT DIVERSIFICATION

The Town shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the Town's anticipated cash flow needs.

A minimum of 50% of the investable assets of the Town will be maintained in U.S. Treasury Obligations, Federal Instrumentality Securities, Repurchase Agreements and Local Government Investment Pools.

INVESTMENT MATURITY AND LIQUIDITY

Investments shall be limited to maturities not exceeding five years from the date of trade settlement. The weighted average maturity of the total portfolio shall at no time exceed twenty-four months, and the Town shall maintain at least 10% of its total investment portfolio in instruments maturing in 60 days or less.

For purposes of calculating the portfolio's weighted average maturity, in the case of callable securities, the first call date shall be used as the maturity date for investment purposes in this section if, in the opinion of the Town Treasurer, there is little doubt that the security will be called prior to maturity. If, in the opinion of the Town Treasurer, the callable security will go full term to maturity, then that date will be used as the final maturity. In all cases for accounting purposes, however, the final maturity date of the callable securities shall be used as the maturity of the security in order to disclose the maximum maturity liability in the Town's financial reports. Any early withdrawal from an investment, that results in penalties, shall only be done with direction from the Board of Trustees.

COMPETITIVE TRANSACTIONS

All investment transactions shall be conducted competitively with authorized broker/dealers. Multiple options will be explored if a conflict of interest is present.

If the Town is offered a security for which there is no other readily available competitive offering, quotations for comparable or alternative securities shall be documented.

SELECTION OF BROKER/DEALERS

The Town Treasurer shall maintain a list of broker/dealers approved to conduct security transactions with the Town. To be eligible, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York, or have a Primary Dealer within its holding company structure; or
2. Report voluntarily to the Federal Reserve Bank of New York; or
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

Broker/dealers will be selected by the Town Treasurer on the basis of their expertise in public cash management and their ability to provide service to the Town's account. Each authorized broker/dealer shall be required to submit and annually update a Town approved Broker/Dealer Information Request Form which includes the firm's most recent financial statements. The Town Treasurer shall maintain a file of the most recent Broker/Dealer Information Forms submitted by each firm approved for investment purposes. Broker/Dealers shall also attest in writing that they have received and reviewed a copy of this Investment Policy. A list of approved Broker/Dealers is included in Annex IV of this Investment Policy.

SELECTION OF BANKS

To be eligible for designation to provide depository and other banking services, or for a bank's certificates of deposit to be eligible for purchase, a bank must be a member of the Federal Deposit Insurance Corporation and must qualify as an eligible public depository in Colorado as defined in CRS 11-10.5-103.

Periodically, the Town may add a new bank to the list of approved banks provided the bank meets the eligibility requirements described above.

A list of approved banks is included in Annex V of this Investment Policy.

SAFEKEEPING AND CUSTODY

The Town Treasurer shall approve one or more banks to provide safekeeping and custodial services for the Town. A Town approved Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. To be eligible for designation as the Town's safekeeping and custodian bank, a financial institution shall qualify as an eligible public depository in Colorado as defined in CRS 11-10.5-103.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the Town, and sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investments, except certificates of deposit, local government investment pools and money market funds purchased by the Town will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by the Town's approved custodian bank, its correspondent bank or the Depository Trust Company (DTC).

All Fed wireable book entry securities owned by the Town shall be evidenced by a safekeeping receipt or a customer confirmation issued to the Town by the custodian bank stating that the securities are held in the Federal Reserve system in a Customer Account for the custodian bank which will name the Town as "customer."

All DTC eligible securities shall be held in the custodian bank's Depository Trust Company (DTC) participant account and the custodian bank shall issue a safekeeping receipt evidencing that the securities are held for the Town as "customer."

All non-book entry (physical delivery) securities shall be held by the custodian bank's correspondent bank and the custodian bank shall issue a safekeeping receipt to the Town evidencing that the securities are held by the correspondent bank for the Town as "customer."

The Town's custodian will be required to furnish the Town monthly reports of safekeeping activity including a list of month-end holdings. Reports may be accessed by the Town Administrator, Town Treasurer, Town Manager of Support Services, Mayor, and Town financial contractor as approved by the Board of Trustees.

PERFORMANCE BENCHMARKS

The Town's investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities and cash flow requirements.

REPORTING

Monthly, the Town Treasurer shall prepare and submit to the Town Board of Trustees a report listing the investments held by the Town and the market value of those investments.

POLICY REVISIONS

This Investment Policy shall be reviewed periodically by the Town Treasurer and may be amended by the Town Board of Trustees as conditions warrant. The data contained in the Annexes to this Investment Policy may be updated by the Town Treasurer as necessary with the approval of the Town Administrator provided the changes in no way affect the substance or intent of this Investment Policy.

Approved:

Mayor

Approved as to legal form:

Town Attorney

Approved as to form:

Town Treasurer

Attested by:

Town Clerk

Date: _____, 2018

Annex I

Authorized Personnel – as approved by the Board of Trustees.

The following persons are authorized to transact investment business and wire funds for investment purposes on behalf of the Town of Columbine Valley:

1. Town Treasurer
2. Town Administrator
3. Town Financial Contractor
4. Mayor

Annex II

Applicable Statutes

The following Colorado Revised Statutes are applicable to the investment operations of the Town of Columbine Valley:

CRS 11-10.5-101, et seq.,	Public Deposit Protection Act
CRS 24-75-601, et. seq.,	Funds-Legal Investments
CRS 24-75-603,	Depositories
CRS 24-75-702,	Local Governments – authority to pool surplus funds

Annex III

Approved Broker/Dealers

The following broker/dealers have been approved by the Town of Columbine Valley.

Bank of America Securites
Citigroup Global Markets, Inc.
J.P. Morgan Securities Inc.
Morgan Stanley
UBS Financial Services Inc.
Wells Fargo Bank, N.A.

Annex V

Approved Depositories

The following depository has been approved by the Town of Columbine Valley.

Bank of the West
First Bank
US Bank
Wells Fargo Bank
Colorado State Bank and Trust
Vectra Bank

GLOSSARY OF TERMS

Banker's Acceptance

A banker's acceptance (BA) can be defined as a time draft drawn on and accepted by a bank to pay a specified amount of money on a specified date. The draft is a primary and unconditional liability of the accepting bank. Bankers' acceptances typically are created for international trade transactions.

Certificate of Deposit (CD)

special type of time deposit. A CD is an investment instrument available at financial institutions generally offering a fixed rate of return for a specified period (such as three months, six months, one year, or longer). The depositor agrees not to withdraw funds for the time period of the CD. If the funds are withdrawn, a significant penalty is charged.

Commercial Paper

Commercial paper (CP) can be defined as a short-term unsecured promissory note issued for a specified dollar amount with a maturity that can be tailored to meet an investor's needs. Notes have maximum maturities of 270 days, with the majority of CP being issued in the 30-50 day range. Most CP is sold at a discount from face value although some can be interest bearing.

Federal Agency Securities

Securities issued by agencies of the U.S. Government such as the Government National Mortgage Association (GNMA or Ginnie Mae), and are backed by the full faith and credit of the United States.

Federal Instrumentality Securities

Securities issued by Government Sponsored Enterprises (GSEs) created by Congress to fund loans to certain groups of borrowers such as homeowners, farmers and students. GSE securities have an implied, but not explicit Federal Government guarantee.

Federal Farm Credit Bank (FFCB)

The FFCB is a network of cooperatively owned lending institutions that provide credit services to farmers and farm-affiliated businesses. The Farm Credit Banks collectively issue consolidated system-wide discount notes, debentures and medium term notes. These securities do not carry direct U.S. government guarantees.

Federal Home Loan Bank System (FHLB)

Created in 1932, the system consists of twelve regional banks, owned by private member institutions and regulated by the Federal Housing Finance Board. The system facilitates extension of credit through its members in order to provide access to housing and to improve the quality of communities. Obligations of the Federal Home Loan Banks do not carry direct U.S. government guarantees.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)

FHLMC is a government-chartered corporation established in 1970 to help maintain the availability of mortgage credit for residential housing. FHLMC buys qualified mortgage loans from the financial institutions that originate them, securitizes the loans, and distributes the securities through the dealer community. FHLMC also issues discount notes, debentures and medium term notes that finance the purchase of the mortgages. These securities do not carry direct U.S. government guarantees.

Federal National Mortgage Association (FNMA or Fannie Mae)

FNMA (Fannie Mae) is a congressionally chartered corporation, chartered in 1938. FNMA purchases conventional mortgages, pools them and sells them as mortgage-backed securities to investors on the open market. FNMA sells debentures, discount notes and medium term notes to investors to finance their purchase of conventional mortgages. These securities do not carry direct U.S. government guarantees.

Money Market Mutual Funds (MMMFs)

MMMFs are an open-ended mutual fund, which invests only in money market investment instruments. MMMFs are sponsored by private companies and are regulated by and must be registered with the SEC. These funds fall under Investment Company Act of 1940 and they must comply with Rule 2a-7, which governs the credit quality, diversification practices, and maturities of portfolio securities.

Negotiable Certificate of Deposit

Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Repurchase Agreement (repo)

A repurchase agreement (repo or RP) is a simultaneous transaction whereby an investor purchases securities (collateral) from a bank or a dealer for cash and the bank or dealer contractually agrees to repurchase the collateral security at the same price (plus interest) at a mutually agreed-upon future date. When the repurchase agreement is executed, the parties agree to a specified interest rate, or repo rate.

U.S. Treasury Securities (Treasuries)

Treasuries are marketable (negotiable) securities that are issued by the U.S. Treasury and carry the full faith and credit of the U.S. government. They are issued in three types – bills, notes, and bonds. Treasury bills have maturities less than one year, do not have a coupon and are purchased at a discount to par value. Treasury notes and bonds have coupons that pay semi-annual interest and have original maturities of two years or greater.

U.S. Treasury STRIPS (Separately Traded Registered Interest and Principal Securities)

STRIPS are issued by the Treasury as zero-coupon securities and represent the principal or interest payments from selected Treasury notes and bonds. They carry the full faith and credit of the U.S. government.



Request for Board of Trustee Action

Date: February 16, 2021

Title: Allocation of funds to capital reserves

Presented By: Angie Kelly, Financial Manager

Prepared By: J.D. McCrumb, Town Administrator

Background: The unaudited financials for 2020 report an ending fund balance of more than \$2 million. The Trustees have expressed a desire to ensure long-term upkeep of the Town's capital infrastructure and indicated a directive to staff to reallocate \$1 million from general reserves to dedicated capital reserves.

Recommended Motion: "I move to direct staff to allocate \$1 million from general reserves to capital reserves."



Request for Board of Trustee Action

Date: February 16, 2021

Title: Trustee Bill #1-2021 Model Traffic Code (1st Reading)

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: The Town has historically adopted the Model Traffic Code for Colorado as published by the Colorado Department of Transportation, with amendments appropriate for Columbine Valley.

Attachments: Trustee Bill #1-2021

Recommended Motion: "I move approve Trustee Bill #1-2021 as presented on 1st Reading and set a public hearing for Tuesday, March 16, 2021"

COLUMBINE VALLEY

TRUSTEE BILL NO. 1
SERIES OF 2021

INTRODUCED BY
TRUSTEE: Bruce Menk

A BILL

FOR

AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE TOWN OF COLUMBINE VALLEY, COLORADO ADOPTING BY REFERENCE THE 2020 ADDITION OF THE "MODEL TRAFFIC CODE FOR COLORADO" REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF

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

Section 1. Pursuant to parts 1 and 2 of Article 16 of Title 31 there is hereby adopted by reference the 2020 addition of the "Model Traffic Code for Colorado" promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the Town of Columbine Valley, Colorado, and may be inspected during regular business hours.

Section 2. The 2020 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections of which are declared to be inapplicable to this municipality and are therefore expressly deleted, added to or modified as follows:

1. Sections 1101(b) and (c) are deleted in their entirety and the following are substituted therefore:

a. The Board of Trustees has determined that the prima facie speed limit which shall be applicable on all streets and roadways in the Town of Columbine Valley shall be twenty-five m.p.h., except that the prima facie speed limit which shall be applicable in all streets within the subdivision of the Town known as Burning Tree, shall be twenty m.p.h.. The speed limit applicable immediately adjacent to the Columbine County Club shall be fifteen m.p.h. as posted at that location, and speed in excess of such limit should be prima facie evidence that such speed is unlawful and a violation of this chapter.

b. Unless specifically provided to the contrary, all references to "town limit" shall mean the existing town limit. It is the intention of the Board of Trustees that the provisions set forth in a., above, shall apply to the entire area of the Town, including recently annexed territory and territory which may be annexed in the future upon the effective date of any annexation.

c. Section 1701(3) is expressly deleted in its entirety.

2. Section 1214 is hereby added to Part 12-Parking of the 2020 edition of the Model Traffic Code for Colorado as follows:

a. Section 1214(a) – On Street Parking- When Prohibited. No operator or owner of a vehicle shall stop or park a vehicle or permit a vehicle to be stopped or parked on a public street or on town property, other than at officially designated parking spaces, between the hours of 3:00 a.m. and 6:00 a.m., on any day.

b. Section 1214(b) - Limitation on Parking - Allowable Vehicles Excluded. No operator or owner of any vehicle, boat, motorhome, camper or trailer, other than an allowable vehicle, shall permit a vehicle, boat, motorhome, camper or trailer, other than an allowable vehicle, to be stopped or parked on a public street, public or private driveway or on public or private property within the town limits except:

- I. When stopped or parked in compliance with the direction of a police officer or official signs; or
- (48) ii. For the purpose of visiting for a period of time not to exceed forty-eight hours; or
- iii. For temporary loading or unloading for a period of time not to exceed twenty-four(24) hours; or
- iv. On private property zoned R-A; or
- v. When stopped or parked in a closed, covered structure; or
- vi. When a permit for stopping or parking has been obtained and affixed as provided for hereinafter.

c. Section 1214(c) - Permits. The Town Marshall may issue a permit to allow the stopping and parking of any vehicle on a public street, public or private driveway, or on public or private property for a specified period of time but not to exceed seven (7) days in any calendar year. Permits may be granted for an additional period of time by the Board of Trustees, or between Board of Trustees meetings, by the Police Commissioner or the Mayor. This permit shall be issued for a vehicle and shall be affixed to the vehicles. The permit shall describe the effective dates thereof and the location in which the vehicle shall be permitted to be parked.

d. Section 1214(d) - Stored Vehicles. No owner or operator of an allowable vehicle

shall park any allowable vehicle, nor shall any person permit an allowable vehicle to be parked on public or private property within the Town of Columbine Valley other than within a closed structure when such vehicle is unlicensed or has been placed in such a condition as to be inoperable.

e. Section 1214(e) - Definitions.

I. "Vehicle" means any device which is capable of moving itself or of being moved from place to place upon wheels or endless tracks, or through the air, or over the water, but such terms shall not mean or include any device moved by muscular power.

ii. "Allowable vehicle" means any vehicle, motorcycle, golfcart, or van or pickup truck.

iii. "Van or pickup truck" means a vehicle no portion of which extends more than six (6) inches above the height of the cab or above the driver's compartment of the vehicle, which has no more than (2) axles and which vehicle weighs no more than 6,500 pounds.

iv. "Officially designated parking space" as those words are used herein shall include:

(a) Those parking spaces in Villas Subdivision located on Par Circle, Birdie Lane and Eagle Drive, platted and marked for parking, and

(b) The parking area adjacent to the Columbine Country Club maintenance building.

(c) The parking spaces in the Brookhaven Subdivision, platted and marked for parking.

f. Section 1214(f) - Commercial Vehicles

_____ No person shall park or store any vehicle which has a sign or signs of any kind in the driveway or in the front yard, side yard or back yard of any property in a residential zone district or on any roadway in any residential zone district for a period of time longer than two hours unless: A) the vehicle is being loaded or unloaded or is being used to render services to the property, B) the vehicle is owned by the Town; or C) the vehicle is owned by a person who has obtained or has contracted with a person who obtained a building permit to perform construction on the site where the vehicle is parked.

Section 3. Penalties. The following penalties, herewith set forth in full, shall apply to this ordinance:

a. It is unlawful for any person to violate any of the provisions adopted in this ordinance.

b. Every person convicted of a violation of any provision adopted in this ordinance shall be punished by a fine not exceeding \$2650.00.

Section 4. Application. This ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction and authority to regulate. The provisions of section 1401, 1402, 1413 and part of 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout this municipality.

Section 5. Validity. If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 6. Repeal. Existing or parts of ordinances (identifying ordinance number may be cited) covering the same matter as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 7. Interpretation. This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

Section 9. Publication. This ordinance shall be in full force and effect upon the expiration of the 30 days after publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No.1, series of 2020, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, held at The Town of Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 16th day of February, 2021, passed by a vote of _____ for and _____ against on first reading; passed by the Board of Trustees on second reading, after public hearing, at a regular meeting of the Board of Trustees held at the Columbine Valley Town Hall, Arapahoe County, Colorado, by a vote of _____ for and _____ against on the 16th day of March, 2021, at 6:30 o'clock p.m. and

ordered published in the Littleton Independent on the ____ day of _____, 2021.

Roy Palmer, Mayor
TOWN OF COLUMBINE VALLEY

ATTEST:

JD McCrumb, Town Clerk

NOTICE OF HEARING

NOTICE is hereby given of a public hearing before the Board of Trustees of the Town of Columbine Valley, Colorado on the _____ day of _____, 2021, at _____ p.m. at The Town of Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado for the purpose of considering the adoption by reference of the Model Traffic Code for Colorado, 2010 edition, as the traffic ordinance of the Town of Columbine Valley.

Copies of the Model Traffic Code for Colorado are on file at the office of the Town Clerk and may be inspected during regular business hours. If enacted as an ordinance of this Town the Model Traffic Code for Colorado will not be published in full, but in accordance with state law, copies will be kept on file.

The "Model Traffic Code for Colorado" 2020 edition is published by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of the Ordinance and the Code adopted therein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation.

At its next regular meeting following this hearing, the Town will consider passage of the adopting Ordinance.

This notice given and published by the order of the Board of Trustees.

Dated this _____ day of _____, 2021.

TOWN OF COLUMBINE VALLEY, COLORADO

JD McCrumb, Town Clerk

First notice of hearing _____, 2021

Second notice of hearing _____, 2021.