

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

March 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 February 16, 2021 Minutes
 - b. Extend Emergency Declaration through April 21, 2021
 - c. Extend Pandemic Mitigation Plan through April 21, 2021
5. REPORTS
 - a. Mayor
 - b. Trustees
 - c. Town Administrator
 - d. Chief of Police
 - e. Finance Report
6. DISCUSSION ITEMS Chief Cottrell
 - a. Flock Entrance Cameras
7. OLD BUSINESS Mayor Palmer
Mr. Schiller
Mr. McCrumb
 - a. Public Hearing on Trustee Bill #1
 - b. Trustee Bill #1-2021 – Model Traffic Code (2nd Reading)
 - c. Wild Plum Metro District Fee Increase Request
8. NEW BUSINESS Mr. McCrumb
Mr. McCrumb
Mr. McCrumb
Mr. McCrumb
 - a. Appointment to Planning and Zoning Commission
 - b. Termination of County IGA
 - c. Wild Plum Emerg. Access Barrier Modification
 - d. Authority to sign IGA with Bow Mar
9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
February 16, 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 in a hybrid model via Zoom. Roll call found the following present:

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

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

PUBLIC COMMENT: There was no public comment.

CONSENT AGENDA

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

REPORTS

- A. Mayor Palmer alerted the trustees of two letters he signed, one regarding the High Way Users Trust Fund allocation and the other to our Colorado congressional delegation regarding the relocation of U.S. Space Command.
- B. The Trustee's offered no comments or reports.
- C. Mr. McCrumb reviewed his report as presented in the Trustees Packet
- D. Chief Cottrell reviewed his report as presented in the Trustee Packet.
- E. Mrs. Kelly reviewed the Town's financials as presented in the Trustees Packet. Mrs. Kelly noted that this would be her last week with CRS, and that Ms. Sue Blair would be serving the town moving forward. The Trustees wished her well.

OLD BUSINESS

- A. 13 Middlefield Construction Materials Abatement: Mr. McCrumb followed up on the presentation from last month.
ACTION: upon a motion by Trustee Menk and a second by Trustee Dotson, the Board of Trustees unanimously directed staff to abate the materials if they were not removed by the 20th of February.

NEW BUSINESS

- A. **IGA re Bow Mar Building Department:** Mr. McCrumb presented the Trustees with a renewal for the existing Building Department IGA. The new IGA is for a term of 5-years at \$20,000.00 per year.
ACTION: upon a motion by Trustee Icenogle and a second by Trustee Tarpey, the Board of Trustees unanimously approved the IGA as presented.
- B. **Resolution #1, 2021 – Investment Policy:** Mrs. Kelly presented the investment policy for adoption by the Trustees.
ACTION: upon a motion by Trustee Menk and a second by Trustee Giesen, the Board of Trustees unanimously approved Resolution #1, 2021 as presented.
- C. **Resolution #2, 2021 – Transfer of Funds to Capital:** Mrs. Kelly presented the resolution which directs \$1million from operating reserves to capital reserves.
ACTION: upon a motion by Trustee Dotson and a second by Trustee Icenogle, the Board of Trustees unanimously approved Resolution #2, 2021 as presented.

D. Trustee Bill #1, 2021 – Model Traffic Code: Mr. Schiller presented the 2020 model traffic code and recommended amendments to the Trustees.

ACTION: upon a motion by Trustee Menk and a second by Trustee Dotson, the Board of Trustees unanimously approved Trustee Bill #1, 2021 on 1st reading and set a public hearing for March 16, 2021.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 7:28 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: March 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 March 17, 2021 by the Board of Trustees.

Town staff has now resumed normal operating procedures, however 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 April 21, 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.

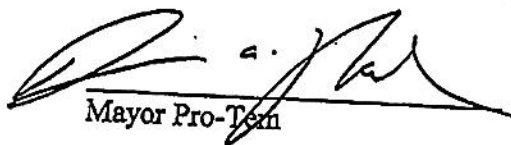
Section 2. Local emergency resources may be overwhelmed and requests for aid may be needed. Community leaders are encouraged to cancel or postpone all non-essential meetings and gatherings. All residents of the Town of Columbine Valley are encouraged to remain at home wherever possible.

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



Town Administrator's Report

March 2021



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

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



Communications & Administration

- The spring newsletter will arrive in mail boxes in early April and will contain updates on events and projects throughout town.
- A 3-mile plan is being reviewed and will be presented to the Planning and Zoning Commission in April.
- Prep work for the codification of ordinances is underway. This work will be conducted through Municode and will result in sustainably better efficiencies and access of Town ordinances via the web site.
- Prep work is underway for the 2020 Town Audit. Staff, along with consultants from CRS are communicating and providing information to Logan and Associates; field work is scheduled for later this spring.
- Staff is in the process of reviewing and updating the Employee Handbook for compliance with new laws and best practices. This will be presented to the Trustees for adoption in April.

Citizen Contacts:

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

- ⇒ Building Department: 97
- ⇒ Comm. Development: 81
- ⇒ Public Works: 111
- ⇒ Municipal Court: 68
- ⇒ Other: 88

Town Website Feb Statistics

2,117

Total Visits

2,877

February Page Views

Top Pages

This Week

Calendar

Snow Removal

Employment



Public Works Department

- CDOT has completed a project along Platte Canyon focused on pedestrian safety. Each of the sidewalk sections adjacent to crosswalks had the concrete removed, adding a new ADA compliant ramp. The poles for the crossing signal buttons were also relocated to be in compliance.
- Both of the Town Hall original furnaces from 2003 had significant failures this month. The furnace for the basement had both the blower motor and the blower capacitor burn up, filling the basement with electrical smoke. Upon completion of the repair, the furnace for the main floor offices went out. After the combustion intake motor was replaced, both furnaces are back up and running in good condition, ready to supply heat for the rest of the winter.
- The water main running under Fairway cracked open this month, forcing a significant amount of water 8 feet to the surface. Denver Water was quick to respond, digging a trench down to the pipe that had to be continually dug wider due to the super saturated soil. This is the same section of pipe that is scheduled for replacement later this summer. This water main has had multiple breaks in the last few years, and a full replacement will be a welcomed upgrade to the town.
- Lots of changes are expected at Town Hall in the next several weeks as both the stucco repair and Columbine Park stage are in preparatory phases.

January Snow Report

- High of 65, Low of -16
- 5 day with plowing activity
- 33.1" of accumulated snow
- 2 days with sanding activity
- Total of 27 hours of snow removal and ice treatment

Municipal Court

	<u>2020 YTD</u>	<u>2021</u>	<u>2020 YTD</u>
Jan	\$6,314.24	\$2,816.00	\$2,816.00
Feb	\$10,309.24	\$11,445.00	\$14,261.00
Mar	\$13,953.24		
Apr	\$15,392.74		
May	\$16,872.74		
June	\$21,327.74		
July	\$25,247.74		
Aug	\$27,737.74		
Sept	\$30,852.74		
Oct	\$33,616.96		
Nov	\$36,011.96		
Dec	\$39,731.96		

February Total Stats

- Total paid before Court: 35
- Total on docket: 29
- Cases heard by Judge: 14
- Continuances: 14
- Default Judgments 4
- Stays of Execution: 1
- Classes Ordered: 0
- Bench Warrants 3
- Trials 0



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 February 2021

Full Time Positions	6 of 6
Part Time Positions	3 of 4
Regular hours	924
OT hours worked	1.25
Off Duty	0
PTO	96

February 2021 Violations

Charges For the Date Range 2/1/2021 Thru 2/28/2021

Qty	Charge
55	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
8	1210(A) ON STREET PARKING PROHIBITED (3-6 AM):
8	703(3) FAIL TO STOP AT A STOP SIGN:
4	BMC 16-12 OUTDOOR STORAGE PROHIBITED:
4	604 TRAFFIC CONTROL SIGNAL:
2	705(1) FAIL TO YIELD TO EMERGENCY VEHICLE:
2	1101(2)(H) SPEEDING 20 AND OVER:
1	202 UNSAFE VEHICLE:
1	1205 PARKING AT CURB OR EDGE OF ROADWAY:
1	BMC 10-52 INDECENT EXPOSURE:
1	1402(1) CARELESS DRIVING:
0	
87	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV21-0000040	2021-02-23T10:37:13	Fraud
CV21-0000039	2021-02-22T13:02:54	FOUND PROPERTY IP*
CV21-0000038	2021-02-21T11:59:12	Fraud
CV21-0000037	2021-02-20T23:19:55	INFORMATION IP
CV21-0000036	2021-02-16T16:23:30	INDECENT EXPOSURE IP
CV21-0000035	2021-02-16T14:09:20	Harassment
CV21-0000034	2021-02-16T12:13:45	RECOVERED STOLEN VEHICLE IP
CV21-0000033	2021-02-13T18:39:32	INFORMATION IP
CV21-0000032	2021-02-13T06:18:27	RECOVERED STOLEN VEHICLE IP
CV21-0000031	2021-02-12T13:23:39	Fraud
CV21-0000030	2021-02-11T09:49:34	Identity Theft
CV21-0000029	2021-02-09T16:58:36	Burglary
CV21-0000028	2021-02-09T16:10:59	Fraud
CV21-0000027	2021-02-03T19:30:22	Runaway
CV21-0000026	2021-02-01T19:02:29	PROPERTY ACCIDENT IP

USPICIOUS CIRCUMSTANCE IP		<u>4</u>							<u>4</u>
USPICIOUS PERSON IP		<u>2</u>							<u>2</u>
USPICIOUS VEHICLE IP		<u>6</u>							<u>6</u>
heft									
heft from Motor Vehicle									
HEFT FROM MOTOR VEHICLE IP									
HEFT IP									
RAFFIC ARREST IP									
raffic Complaint			<u>1</u>						<u>1</u>
RAFFIC COMPLAINT IP			<u>2</u>						<u>2</u>
RAFFIC OBSTRUCTION IP									
RAFFIC STOP IP		<u>66</u>							<u>66</u>
RANSPORT IP									
respas to Property									
RESPASS TO PROPERTY IP		<u>1</u>							<u>1</u>
respas to Vehicle									
RESPASS TO VEHICLE IP									
NKNOWN INJURY ACCIDENT IP									
NLAWFUL ACTS IP									
NWANTED SUBJECT IP									
EHICLE LOCKOUT IP									
VARRANT ARREST IP									
VARRANT PICKUP IP									
veapons Violation									
VEAPONS VIOLATION IP									
VELFARE CHECK IP		<u>3</u>							<u>3</u>
Z-Animal Call									
Z-Suspicious Person									
Z-Suspicious Vehicle									
Z-Unwanted Subject									
Z-ZONING IP									
Total		<u>88</u>	<u>49</u>	<u>12</u>					<u>149</u>

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF JANUARY 31, 2021**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
Wells Fargo	\$ 51,028	\$ -	\$ 51,028
Vectra Bank money market	-	4,979	4,979
Vectra Bank investment	-	413,901	413,901
C-Safe Primary	-	2,088,151	2,088,151
C-Safe Impact fee	-	305,217	305,217
C Safe CTF	-	19,317	19,317
Arapahoe County shareback	-	476,822	476,822
YTD Cash Balances	51,028	3,308,387	3,359,415
Less amount allocated for capital	-	(1,514,458)	(1,514,458)
Less amount restricted for ACOS	-	(449,242)	(449,242)
Less amount restricted for impact fees	-	(317,916)	(317,916)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 51,028	\$ 1,026,771	\$ 1,077,799

**TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE BALANCES
YEAR TO DATE (YTD) AS OF JANUARY 31, 2021**

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Impact Fees	TOTALS
BEGINNING FUND BALANCES	\$ 2,098,525	\$ 518,539	\$ 14,058	\$ 449,205	\$ 267,094	\$ 3,347,421
YTD REVENUES PER FINANCIAL STATEMENTS						
Taxes	145,432	-	-	-	-	145,432
Permits and fines	56,027	-	-	-	-	56,027
Intergovernmental	84,189	-	-	-	-	84,189
Interest	155	-	1	37	22	215
Other	301	-	-	-	-	301
Donations	-	2,319	-	-	-	2,319
Conservation Trust Fund entitlement	-	-	-	-	-	-
Arapahoe County open space fund	-	-	-	-	-	-
Impact fees	-	-	-	-	50,800	50,800
Total YTD revenues	286,104	2,319	1	37	50,822	339,283
Total YTD expenditures	(185,476)	(6,400)	-	-	-	(191,876)
Excess of revenues over (under) expenditures	100,628	(4,081)	1	37	50,822	147,407
Transfers	(1,000,000)	1,000,000	-	-	-	-
Net change in fund balance	(899,372)	995,919	1	37	50,822	147,407
YTD ENDING FUND BALANCES	\$ 1,199,153	\$ 1,514,458	\$ 14,059	\$ 449,242	\$ 317,916	\$ 3,494,828
Budget vs actual reference	(page 4)	(page 8)	(page 9)	(page 10)	(page 11)	

**TOWN OF COLUMBINE VALLEY
BALANCE SHEET - All FUNDS
January 31, 2021
Unaudited**

	General
ASSETS	
Cash and investments	\$ 3,359,415
Accrued revenue	8,168
Other receivables	232,276
Property tax receivable	427,787
TOTAL ASSETS	\$ 4,027,646
 LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable	\$ 66,887
Accrued liabilities	38,144
Deferred property tax revenue	427,787
Total liabilities	532,818
 FUND BALANCES	
General	1,199,153
Capital	1,514,458
Conservation trust fund	14,059
Arapahoe county open space	449,242
Impact fees	317,916
Total fund balances	3,494,828
TOTAL LIABILITIES AND FUND BALANCES	\$ 4,027,646

**TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
REVENUES				
Taxes	\$ 145,432	\$ 1,791,526	\$ (1,646,094)	8%
Permits and fines	56,027	695,000	(638,973)	8%
Intergovernmental	84,189	397,968	(313,779)	21%
Interest income	155	11,500	(11,345)	1%
Other	301	-	301	-
Total revenues	<u>286,104</u>	<u>2,895,994</u>	<u>(2,609,890)</u>	<u>10%</u>
EXPENDITURES				
Administration	52,621	1,022,297	(969,676)	5%
Planning and engineering	2,112	50,955	(48,843)	4%
Public safety	104,210	767,580	(663,370)	14%
Public works	26,533	329,290	(302,757)	8%
Total expenditures	<u>185,476</u>	<u>2,170,122</u>	<u>(1,984,646)</u>	<u>9%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>100,628</u>	<u>725,872</u>	<u>(625,244)</u>	<u>14%</u>
OTHER FINANCING USES				
Transfer to capital	(1,000,000)	(500,000)	(500,000)	200%
Total other financing uses	<u>(1,000,000)</u>	<u>(500,000)</u>	<u>(500,000)</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	(899,372)	<u>\$ 225,872</u>	<u>\$ (1,125,244)</u>	
BEGINNING FUND BALANCE	<u>2,098,525</u>			
ENDING FUND BALANCE	<u>\$ 1,199,153</u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (8% YTD)
REVENUES					
Taxes					
Cable television	\$ 3,000	\$ 3,000	\$ 36,000	\$ (33,000)	8%
Property taxes	8,104	8,104	435,891	(427,787)	2%
Sales and use tax	127,411	127,411	1,243,482	(1,116,071)	10%
Specific ownership taxes	2,750	2,750	26,153	(23,403)	11%
Utility franchise fees	4,167	4,167	50,000	(45,833)	8%
Total taxes	145,432	145,432	1,791,526	(1,646,094)	8%
Permits and fines					
Court fines	2,806	2,806	50,000	(47,194)	6%
Permits, fees and services	53,221	53,221	645,000	(591,779)	8%
Total permits and fines	56,027	56,027	695,000	(638,973)	8%
Intergovernmental					
Bow Mar IGA	74,046	74,046	295,168	(221,122)	25%
Bow Mar IGA admin	6,250	6,250	25,000	(18,750)	25%
County highway tax revenue	219	219	15,000	(14,781)	1%
Motor vehicle registration fees	411	411	6,000	(5,589)	7%
State cigarette tax apportionment	170	170	800	(630)	21%
State highway user's tax	3,093	3,093	56,000	(52,907)	6%
Total intergovernmental	84,189	84,189	397,968	(313,779)	21%
Interest	155	155	11,500	(11,345)	1%
Other	301	301	-	301	-
TOTAL REVENUES	286,104	286,104	2,895,994	(2,609,890)	10%
EXPENDITURES					
Administration					
Accounting and audit	5,108	5,108	67,500	(62,392)	8%
Advertising/notices	-	-	500	(500)	0%
Bank/credit card fees	341	341	5,100	(4,759)	7%
Building inspection and planning review	11,762	11,762	290,250	(278,488)	4%
Building maintenance and utilities	1,499	1,499	60,938	(59,439)	2%
Community functions	-	-	48,000	(48,000)	0%
Computer expense	461	461	14,500	(14,039)	3%
County treasurer's collection fees	81	81	4,359	(4,278)	2%
Dues and publications	2,686	2,686	8,650	(5,964)	31%
Education and training	-	-	12,000	(12,000)	0%
Emergency response and preparedness	1,596	1,596	3,000	(1,404)	53%
Health insurance	3,816	3,816	32,000	(28,184)	12%
Insurance and bonds	4,348	4,348	30,900	(26,552)	14%
Legal	1,951	1,951	60,000	(58,049)	3%
Mayor/monthly breakfasts	-	-	1,900	(1,900)	0%
Miscellaneous	134	134	2,300	(2,166)	6%
Payroll taxes	637	637	22,600	(21,963)	3%
Pension	803	803	11,300	(10,497)	7%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (8% YTD)
Salaries	15,836	15,836	226,000	(210,164)	7%
Special projects	-	-	14,000	(14,000)	0%
Supplies, printing, postage	1,174	1,174	13,000	(11,826)	9%
Telephone/communications	388	388	6,500	(6,112)	6%
Emergency reserve	-	-	87,000	(87,000)	0%
Total administration	52,621	52,621	1,022,297	(969,676)	5%
Planning and engineering					
Town planning	1,300	1,300	36,000	(34,700)	4%
Town engineer	812	812	13,455	(12,643)	6%
Miscellaneous	-	-	1,500	(1,500)	0%
Total planning and engineering	2,112	2,112	50,955	(48,843)	4%
Public safety					
Operations					
Cruiser gas	1,037	1,037	12,000	(10,963)	9%
Cruiser oil/maintenance	65	65	18,000	(17,935)	0%
Cruiser insurance	1,563	1,563	7,000	(5,437)	22%
Education/training	-	-	10,000	(10,000)	0%
Equipment repair	-	-	5,000	(5,000)	0%
Health insurance	7,411	7,411	52,000	(44,589)	14%
Workers comp insurance	3,757	3,757	28,840	(25,083)	13%
Payroll taxes	4,750	4,750	46,620	(41,870)	10%
Salaries	37,073	37,073	466,200	(429,127)	8%
Supplies/miscellaneous	344	344	13,600	(13,256)	3%
Telephones/air cards	161	161	2,500	(2,339)	6%
Uniforms	-	-	10,000	(10,000)	0%
Total operations	56,161	56,161	671,760	(615,599)	8%
Municipal court					
Judge	500	500	8,000	(7,500)	6%
Legal	3,788	3,788	27,500	(23,712)	14%
Administration	75	75	2,000	(1,925)	4%
Supplies	305	305	2,000	(1,695)	15%
Interpreter	200	200	2,000	(1,800)	10%
Total municipal court	4,868	4,868	41,500	(36,632)	12%
Contracts					
Arapahoe county dispatch fee	31,949	31,949	31,949	-	100%
Tri-tech software	-	-	1,189	(1,189)	0%
Humane society	-	-	500	(500)	0%
Juvenile assessment	782	782	782	-	100%
Netmotion	-	-	500	(500)	0%
CACP	-	-	150	(150)	0%
CISC	-	-	1,000	(1,000)	0%
WhenIWork	-	-	450	(450)	0%
Total contracts	32,731	32,731	36,520	(3,789)	90%
Computer/IT					
Offsite server backup	450	450	1,800	(1,350)	25%
Office 365 accounts	-	-	2,500	(2,500)	0%
Scheduled computer replacement	-	-	3,500	(3,500)	0%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021
Unaudited

	<u>Current Month</u>	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
Govpilot	10,000	10,000	10,000	-	100%
Total computer/IT	<u>10,450</u>	<u>10,450</u>	<u>17,800</u>	<u>(7,350)</u>	<u>59%</u>
Total public safety	<u>104,210</u>	<u>104,210</u>	<u>767,580</u>	<u>(663,370)</u>	<u>14%</u>
Public works					
Ground maintenance	-	-	7,300	(7,300)	0%
Health insurance	820	820	4,000	(3,180)	21%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	200	200	6,410	(6,210)	3%
Pension	253	253	-	253	-
Professional fees-mosquito control	-	-	7,500	(7,500)	0%
Salary	5,008	5,008	75,000	(69,992)	7%
Sanitation/trash/recycle service	7,672	7,672	92,000	(84,328)	8%
Signs maintenance	-	-	1,040	(1,040)	0%
Snow removal	-	-	4,000	(4,000)	0%
Storm water permit process/NPDES	375	375	7,500	(7,125)	5%
Street and gutter maintenance	-	-	60,000	(60,000)	0%
Streets and gutters contingency	-	-	40,000	(40,000)	0%
Street lighting	12,205	12,205	15,000	(2,795)	81%
Striping	-	-	1,040	(1,040)	0%
Vehicle maintenance	-	-	3,500	(3,500)	0%
Total public works	<u>26,533</u>	<u>26,533</u>	<u>329,290</u>	<u>(302,757)</u>	<u>8%</u>
TOTAL EXPENDITURES	<u>185,476</u>	<u>185,476</u>	<u>2,170,122</u>	<u>(1,984,646)</u>	<u>9%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>100,628</u>	<u>100,628</u>	<u>725,872</u>	<u>(625,244)</u>	<u>14%</u>
OTHER FINANCING USES					
Transfer to capital	(1,000,000)	(1,000,000)	(500,000)	(500,000)	200%
Total other financing uses	<u>(1,000,000)</u>	<u>(1,000,000)</u>	<u>(500,000)</u>	<u>(500,000)</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (899,372)</u>	<u>\$ (899,372)</u>	<u>\$ 225,872</u>	<u>\$ (1,125,244)</u>	
BEGINNING FUND BALANCE		<u>2,098,525</u>			
ENDING FUND BALANCE		<u>\$ 1,199,153</u>			

**TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
REVENUES				
Donations (Brick sales)	\$ 2,319	\$ 21,500	\$ (19,181)	11%
Total revenues	<u>2,319</u>	<u>21,500</u>	<u>(19,181)</u>	<u>11%</u>
EXPENDITURES				
Public safety				
Town hall security	-	12,000	(12,000)	0%
Body cameras	6,400	10,000	(3,600)	64%
Vehicle	-	45,000	(45,000)	0%
Administration				
Columbine park stage	-	25,000	(25,000)	0%
Public works				
Lightpole replacement	-	12,000	(12,000)	0%
Truck - snow removal	-	56,000	(56,000)	0%
Total expenditures	<u>6,400</u>	<u>160,000</u>	<u>(153,600)</u>	<u>4%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(4,081)</u>	<u>(138,500)</u>	<u>134,419</u>	<u>3%</u>
OTHER FINANCING SOURCES				
Transfer from general	1,000,000	500,000	500,000	200%
Total other financing sources	<u>1,000,000</u>	<u>500,000</u>	<u>500,000</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	995,919	<u>\$ 361,500</u>	<u>\$ 634,419</u>	
BEGINNING FUND BALANCE	<u>518,539</u>			
ENDING FUND BALANCE	<u>\$ 1,514,458</u>			

**TOWN OF COLUMBINE VALLEY
 CONSERVATION TRUST
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
 BUDGET AND ACTUAL
 FOR THE ONE MONTH ENDED JANUARY 31, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
REVENUES				
Conservation Trust Fund entitlement	\$ -	\$ 6,000	\$ (6,000)	0%
CTF interest	1	150	(149)	1%
Total revenues	<u>1</u>	<u>6,150</u>	<u>(6,149)</u>	<u>0%</u>
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	<u>-</u>	<u>6,000</u>	<u>(6,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	1	<u>\$ 150</u>	<u>\$ (149)</u>	
BEGINNING FUND BALANCE	<u>14,058</u>			
ENDING FUND BALANCE	<u>\$ 14,059</u>			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
REVENUES				
Arapahoe County open space revenues	\$ -	\$ 41,783	\$ (41,783)	0%
ACOP interest	37	2,750	(2,713)	1%
Total revenues	<u>37</u>	<u>44,533</u>	<u>(44,496)</u>	<u>0%</u>
EXPENDITURES				
Trails master plan	-	10,000	(10,000)	0%
Total expenditures	<u>-</u>	<u>10,000</u>	<u>(10,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	37	<u>\$ 34,533</u>	<u>\$ (34,496)</u>	
BEGINNING FUND BALANCE	<u>449,205</u>			
ENDING FUND BALANCE	<u>\$ 449,242</u>			

**TOWN OF COLUMBINE VALLEY
IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021**

	Unaudited			
	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
REVENUES				
Impact fees	\$ 50,800	\$ 609,600	\$ (558,800)	8%
Interest	22	400	(378)	6%
Total revenues	<u>50,822</u>	<u>610,000</u>	<u>(559,178)</u>	<u>8%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	50,822	<u>\$ 610,000</u>	<u>\$ (559,178)</u>	
BEGINNING FUND BALANCE	<u>267,094</u>			
ENDING FUND BALANCE	<u>\$ 317,916</u>			

**TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH ENDED JANUARY 31, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (8% YTD)</u>
REVENUES				
Transportation rees	\$ -	\$ 120,000	\$ (120,000)	0%
Total revenues	<u>-</u>	<u>120,000</u>	<u>(120,000)</u>	<u>0%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	-	<u>\$ 120,000</u>	<u>\$ (120,000)</u>	
BEGINNING FUND BALANCE	<u>-</u>			
ENDING FUND BALANCE	<u>\$ -</u>			

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF FEBRUARY 28, 2021**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
Wells Fargo	\$ 275,062	\$ -	\$ 275,062
Vectra Bank money market	-	4,976	4,976
Vectra Bank investment	-	413,901	413,901
C-Safe Primary	-	2,088,275	2,088,275
C-Safe Impact fee	-	343,336	343,336
C Safe CTF	-	19,318	19,318
Arapahoe County shareback	-	476,850	476,850
YTD Cash Balances	275,062	3,346,656	3,621,718
Less amount allocated for capital	-	(1,514,458)	(1,514,458)
Less amount restricted for ACOS	-	(449,270)	(449,270)
Less amount restricted for impact fees	-	(381,436)	(381,436)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 275,062	\$ 1,001,492	\$ 1,276,554

TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE BALANCES
YEAR TO DATE (YTD) AS OF FEBRUARY 28, 2021

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe City Open Space	Impact Fees	Transportation Fees	TOTALS
BEGINNING FUND BALANCES	\$ 2,098,525	\$ 518,539	\$ 14,058	\$ 449,205	\$ 267,094	\$ -	\$ 3,347,421
YTD REVENUES PER FINANCIAL STATEMENTS							
Taxes	441,288	-	-	-	-	-	441,288
Permits and fines	173,645	-	-	-	-	-	173,645
Intergovernmental	89,933	-	-	-	-	-	89,933
Interest	277	-	2	65	42	-	386
Other	304	-	-	-	-	-	304
Donations	-	2,319	-	-	-	-	2,319
Conservation Trust Fund entitlement	-	-	-	-	-	-	-
Arapahoe County open space fund	-	-	-	-	-	-	-
Impact fees	-	-	-	-	114,300	-	114,300
Transportation fees	-	-	-	-	-	998	998
Total YTD revenues	705,447	2,319	2	65	114,342	998	823,173
Total YTD expenditures	(330,410)	(6,400)	-	-	-	-	(336,810)
Excess of revenues over (under) expenditures	375,037	(4,081)	2	65	114,342	998	486,363
Transfers	(1,000,000)	1,000,000	-	-	-	-	-
Net change in fund balance	(624,963)	995,919	2	65	114,342	998	486,363
YTD ENDING FUND BALANCES	\$ 1,473,562	\$ 1,514,458	\$ 14,060	\$ 449,270	\$ 381,436	\$ 998	\$ 3,833,784
Budget vs actual reference	(page 4)	(page 8)	(page 9)	(page 10)	(page 11)	(page 12)	

**TOWN OF COLUMBINE VALLEY
BALANCE SHEET - All FUNDS
February 28, 2021
Unaudited**

	General
ASSETS	
Cash and investments	\$ 3,621,718
Accrued revenue	74,513
Other receivables	252,757
Property tax receivable	299,295
TOTAL ASSETS	\$ 4,248,283
 LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable	\$ 68,470
Accrued liabilities	46,734
Deferred property tax revenue	299,295
Total liabilities	414,499
 FUND BALANCES	
General	1,473,562
Capital	1,514,458
Conservation trust fund	14,060
Arapahoe county open space	449,270
Impact fees	381,436
Transportation fees	998
Total fund balances	3,833,784
TOTAL LIABILITIES AND FUND BALANCES	\$ 4,248,283

**TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES				
Taxes	\$ 441,288	\$ 1,791,526	\$ (1,350,238)	25%
Permits and fines	173,645	695,000	(521,355)	25%
Intergovernmental	89,933	397,968	(308,035)	23%
Interest income	277	11,500	(11,223)	2%
Other	304	-	304	-
Total revenues	<u>705,447</u>	<u>2,895,994</u>	<u>(2,190,547)</u>	<u>24%</u>
EXPENDITURES				
Administration	127,430	1,022,297	(894,867)	12%
Planning and engineering	5,010	50,955	(45,945)	10%
Public safety	156,779	767,580	(610,801)	20%
Public works	41,191	329,290	(288,099)	13%
Total expenditures	<u>330,410</u>	<u>2,170,122</u>	<u>(1,839,712)</u>	<u>15%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>375,037</u>	<u>725,872</u>	<u>(350,835)</u>	<u>52%</u>
OTHER FINANCING USES				
Transfer to capital	(1,000,000)	(500,000)	(500,000)	200%
Total other financing uses	<u>(1,000,000)</u>	<u>(500,000)</u>	<u>(500,000)</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	(624,963)	<u>\$ 225,872</u>	<u>\$ (850,835)</u>	
BEGINNING FUND BALANCE	<u>2,098,525</u>			
ENDING FUND BALANCE	<u>\$ 1,473,562</u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH AND TWO MONTHS ENDED FEBRUARY 28, 2021
Unaudited

	<u>Current Month</u>	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES					
Taxes					
Cable television	\$ 3,000	\$ 6,000	\$ 36,000	\$ (30,000)	17%
Property taxes	128,492	136,596	435,891	(299,295)	31%
Sales and use taxes	158,152	285,563	1,243,482	(957,919)	23%
Specific ownership taxes	2,045	4,795	26,153	(21,358)	18%
Utility franchise fees	4,167	8,334	50,000	(41,666)	17%
Total taxes	<u>295,856</u>	<u>441,288</u>	<u>1,791,526</u>	<u>(1,350,238)</u>	<u>25%</u>
Permits and fines					
Court fines	11,445	14,251	50,000	(35,749)	29%
Permits, fees and services	83,573	136,794	645,000	(508,206)	21%
Violations	22,600	22,600	-	22,600	-
Total permits and fines	<u>117,618</u>	<u>173,645</u>	<u>695,000</u>	<u>(521,355)</u>	<u>25%</u>
Intergovernmental					
Bow Mar IGA	-	74,046	295,168	(221,122)	25%
Bow Mar IGA admin	-	6,250	25,000	(18,750)	25%
County highway tax revenue	219	438	15,000	(14,562)	3%
Motor vehicle registration fees	468	879	6,000	(5,121)	15%
State cigarette tax apportionment	390	560	800	(240)	70%
State highway user's tax	4,667	7,760	56,000	(48,240)	14%
Total intergovernmental	<u>5,744</u>	<u>89,933</u>	<u>397,968</u>	<u>(308,035)</u>	<u>23%</u>
Interest	122	277	11,500	(11,223)	2%
Other	3	304	-	304	-
TOTAL REVENUES	<u>419,343</u>	<u>705,447</u>	<u>2,895,994</u>	<u>(2,190,547)</u>	<u>24%</u>
EXPENDITURES					
Administration					
Accounting and audit	3,183	8,291	67,500	(59,209)	12%
Advertising/notices	-	-	500	(500)	0%
Bank/credit card fees	454	795	5,100	(4,305)	16%
Building inspection and planning review	23,886	35,648	290,250	(254,602)	12%
Building maintenance and utilities	20,240	21,739	60,938	(39,199)	36%
Community functions	-	-	48,000	(48,000)	0%
Computer expense	1,345	1,806	14,500	(12,694)	12%
County treasurer's collection fees	1,285	1,366	4,359	(2,993)	31%
Dues and publications	-	2,686	8,650	(5,964)	31%
Education and training	-	-	12,000	(12,000)	0%
Emergency response and preparedness	-	1,596	3,000	(1,404)	53%
Health insurance	3,332	7,148	32,000	(24,852)	22%
Insurance and bonds	-	4,348	30,900	(26,552)	14%
Legal	2,198	4,149	60,000	(55,851)	7%
Mayor/monthly breakfasts	-	-	1,900	(1,900)	0%
Miscellaneous	141	275	2,300	(2,025)	12%
Payroll taxes	640	1,277	22,600	(21,323)	6%
Pension	800	1,603	11,300	(9,697)	14%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH AND TWO MONTHS ENDED FEBRUARY 28, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
Salaries	15,542	31,378	226,000	(194,622)	14%
Special projects	-	-	14,000	(14,000)	0%
Supplies, printing, postage	364	1,538	13,000	(11,462)	12%
Telephone/communications	1,399	1,787	6,500	(4,713)	27%
Emergency reserve	-	-	87,000	(87,000)	0%
Total administration	74,809	127,430	1,022,297	(894,867)	12%
Planning and engineering					
Town planning	2,898	4,198	36,000	(31,802)	12%
Town engineer	-	812	13,455	(12,643)	6%
Miscellaneous	-	-	1,500	(1,500)	0%
Total planning and engineering	2,898	5,010	50,955	(45,945)	10%
Public safety					
Operations					
Cruiser gas	1,060	2,097	12,000	(9,903)	17%
Cruiser oil/maintenance	339	404	18,000	(17,596)	2%
Cruiser insurance	-	1,563	7,000	(5,437)	22%
Education/training	-	-	10,000	(10,000)	0%
Equipment repair	-	-	5,000	(5,000)	0%
Health insurance	5,443	12,854	52,000	(39,146)	25%
Workers comp insurance	1,259	5,016	28,840	(23,824)	17%
Payroll taxes	4,726	9,476	46,620	(37,144)	20%
Salaries	35,549	72,622	466,200	(393,578)	16%
Supplies/miscellaneous	13	357	13,600	(13,243)	3%
Telephones/air cards	161	322	2,500	(2,178)	13%
Uniforms	72	72	10,000	(9,928)	1%
Total operations	48,622	104,783	671,760	(566,977)	16%
Municipal court					
Judge	500	1,000	8,000	(7,000)	13%
Legal	2,820	6,608	27,500	(20,892)	24%
Administration	162	237	2,000	(1,763)	12%
Supplies	265	570	2,000	(1,430)	29%
Interpreter	200	400	2,000	(1,600)	20%
Total municipal court	3,947	8,815	41,500	(32,685)	21%
Contracts					
Arapahoe county dispatch fee	-	31,949	31,949	-	100%
Tri-tech software	-	-	1,189	(1,189)	0%
Humane society	-	-	500	(500)	0%
Juvenile assessment	-	782	782	-	100%
Netmotion	-	-	500	(500)	0%
CACP	-	-	150	(150)	0%
CISC	-	-	1,000	(1,000)	0%
WhenIWork	-	-	450	(450)	0%
Total contracts	-	32,731	36,520	(3,789)	90%
Computer/IT					
Offsite server backup	-	450	1,800	(1,350)	25%
Office 365 accounts	-	-	2,500	(2,500)	0%
Scheduled computer replacement	-	-	3,500	(3,500)	0%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE ONE MONTH AND TWO MONTHS ENDED FEBRUARY 28, 2021
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
Govpilot	-	10,000	10,000	-	100%
Total computer/IT	-	10,450	17,800	(7,350)	59%
Total public safety	52,569	156,779	767,580	(610,801)	20%
Public works					
Ground maintenance	-	-	7,300	(7,300)	0%
Health insurance	536	1,356	4,000	(2,644)	34%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	465	918	6,410	(5,492)	14%
Professional fees-mosquito control	-	-	7,500	(7,500)	0%
Salary	5,024	10,032	75,000	(64,968)	13%
Sanitation/trash/recycle service	7,686	15,358	92,000	(76,642)	17%
Signs maintenance	-	-	1,040	(1,040)	0%
Snow removal	-	-	4,000	(4,000)	0%
Storm water permit process/NPDES	-	375	7,500	(7,125)	5%
Street and gutter maintenance	-	-	60,000	(60,000)	0%
Streets and gutters contingency	-	-	40,000	(40,000)	0%
Street lighting	947	13,152	15,000	(1,848)	88%
Striping	-	-	1,040	(1,040)	0%
Vehicle maintenance	-	-	3,500	(3,500)	0%
Total public works	14,658	41,191	329,290	(288,099)	13%
TOTAL EXPENDITURES	144,934	330,410	2,170,122	(1,839,712)	15%
EXCESS OF REVENUES OVER EXPENDITURES	274,409	375,037	725,872	(350,835)	52%
OTHER FINANCING USES					
Transfer to capital	-	(1,000,000)	(500,000)	(500,000)	200%
Total other financing uses	-	(1,000,000)	(500,000)	(500,000)	200%
NET CHANGE IN FUND BALANCE	<u>\$ 274,409</u>	<u>\$ (624,963)</u>	<u>\$ 225,872</u>	<u>\$ (850,835)</u>	
BEGINNING FUND BALANCE		<u>2,098,525</u>			
ENDING FUND BALANCE		<u>\$ 1,473,562</u>			

**TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL**

FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES				
Donations (Brick sales)	\$ 2,319	\$ 21,500	\$ (19,181)	11%
Total revenues	<u>2,319</u>	<u>21,500</u>	<u>(19,181)</u>	<u>11%</u>
EXPENDITURES				
Public safety				
Town hall security	-	12,000	(12,000)	0%
Body cameras	6,400	10,000	(3,600)	64%
Vehicle	-	45,000	(45,000)	0%
Administration				
Columbine park stage	-	25,000	(25,000)	0%
Public works				
Lightpole replacement	-	12,000	(12,000)	0%
Truck - snow removal	-	56,000	(56,000)	0%
Total expenditures	<u>6,400</u>	<u>160,000</u>	<u>(153,600)</u>	<u>4%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(4,081)</u>	<u>(138,500)</u>	<u>134,419</u>	<u>3%</u>
OTHER FINANCING SOURCES				
Transfer from general	1,000,000	500,000	500,000	200%
Total other financing sources	<u>1,000,000</u>	<u>500,000</u>	<u>500,000</u>	<u>200%</u>
NET CHANGE IN FUND BALANCE	995,919	<u>\$ 361,500</u>	<u>\$ 634,419</u>	
BEGINNING FUND BALANCE	<u>518,539</u>			
ENDING FUND BALANCE	<u>\$ 1,514,458</u>			

**TOWN OF COLUMBINE VALLEY
 CONSERVATION TRUST
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
 BUDGET AND ACTUAL
 FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES				
Conservation Trust Fund entitlement	\$ -	\$ 6,000	\$ (6,000)	0%
CTF interest	2	150	(148)	1%
Total revenues	<u>2</u>	<u>6,150</u>	<u>(6,148)</u>	<u>0%</u>
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	<u>-</u>	<u>6,000</u>	<u>(6,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	2	<u>\$ 150</u>	<u>\$ (148)</u>	
BEGINNING FUND BALANCE	<u>14,058</u>			
ENDING FUND BALANCE	<u>\$ 14,060</u>			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES				
Arapahoe County open space revenues	\$ -	\$ 41,783	\$ (41,783)	0%
ACOP interest	65	2,750	(2,685)	2%
Total revenues	<u>65</u>	<u>44,533</u>	<u>(44,468)</u>	<u>0%</u>
EXPENDITURES				
Trails master plan	-	10,000	(10,000)	0%
Total expenditures	<u>-</u>	<u>10,000</u>	<u>(10,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	65	<u>\$ 34,533</u>	<u>\$ (34,468)</u>	
BEGINNING FUND BALANCE	<u>449,205</u>			
ENDING FUND BALANCE	<u>\$ 449,270</u>			

**TOWN OF COLUMBINE VALLEY
IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES				
Impact fees	\$ 114,300	\$ 609,600	\$ (495,300)	19%
Interest	42	400	(358)	11%
Total revenues	<u>114,342</u>	<u>610,000</u>	<u>(495,658)</u>	<u>19%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	114,342	<u>\$ 610,000</u>	<u>\$ (495,658)</u>	
BEGINNING FUND BALANCE	<u>267,094</u>			
ENDING FUND BALANCE	<u>\$ 381,436</u>			

**TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (17% YTD)</u>
REVENUES				
Transportation fees	\$ 998	\$ 120,000	\$ (119,002)	1%
Total revenues	<u>998</u>	<u>120,000</u>	<u>(119,002)</u>	<u>1%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	998	<u>\$ 120,000</u>	<u>\$ (119,002)</u>	
BEGINNING FUND BALANCE	<u>-</u>			
ENDING FUND BALANCE	<u>\$ 998</u>			



Presentation to the Board of Trustees

Date: March 16, 2021

Title: Flock Cameras

Presented By: Bret Cottrell, Police Chief; Lee Weinberger, Flock Cameras

Prepared By: Bret Cottrell, Police Chief

Background: The Trustees have expressed an interest in learning more about cameras at one or more entrances into the Town.

Recommended Motion: No action is required at this time.



Request for Board of Trustee Action

Date: March 16, 2021

Title: Trustee Bill #1-2021 Model Traffic Code (2nd 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 2nd Reading."

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, Willowcroft Subdivision and Villas 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 2021, 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.



Request for Board of Trustee Action

Date: March 16, 2021

Title: Wild Plum Metro Dist. Fee Increase Request

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

Prepared By: J.D. McCrumb, Town Administrator

Background: The Wild Plum Metro District has been reviewing cost estimates to maintain the Open Space tracts within the District that will be owned by the Town but maintained by the District (as set forth in the Service Plan and the Town-District IGA). To cover the costs associated with maintaining the Open Space, the District is proposing a \$100/month fee on each of the lots in the District.

Section VI.H of the Service Plan provides: “The District may impose Fees only for the limited purpose of providing design review and covenant enforcement services traditionally performed by HOAs or, with the Town’s consent, for the provision of services for the Open Space pursuant to the IGA or another intergovernmental agreement with the Town.”

The District is requesting the Town’s consent to the proposed Open Space Maintenance Fee. Attached for your review please find the District’s proposed Open Space Fee Resolution which will establish the fee.

Attachments: Letter requesting increase
Draft Metro District Resolution
Assorted Budgets
Disclosures to Purchasers
Letter to Residents noticing 3/16/21 Trustees Meeting

Possible Motion: “I move to approve the proposed fee increase with the following conditions.....”

TOM GEORGE
DIRECT DIAL: (303) 839-3708
tgeorge@spencerfane.com

January 12, 2020

VIA EMAIL ONLY

JD McCrumb, Town Administrator
Town of Columbine Valley
2 Middlefield
Columbine Valley, CO 80123
jdmccrumb@columbinevalley.org

Re: Wild Plum Metropolitan District; Request for Town Consent to Wild Plum Metropolitan District Open Space Maintenance Fee

Dear Mr. McCrumb,

Our firm serves as general counsel to the Wild Plum Metropolitan District (the "District"), located within the Town of Columbine Valley (the "Town").

With this letter, the District respectfully requests the Town's consent to a proposed Open Space Maintenance Fee of \$100 per month to be imposed by the District on each of the 95 lots located within the District's boundaries, commencing upon the issuance of a certificate of occupancy for a residence upon each lot (the "Open Space Maintenance Fee"). At full buildout (estimated 2024), the Open Space Maintenance Fee will provide \$114,000 in annual revenue to the District to be used by the District for the specific and limited purpose of operating and maintaining the Open Space.

Section VI.H of the District's Service Plan provides that "[t]he District may impose Fees only for the limited purpose of providing design review and covenant enforcement services traditionally performed by HOAs or, with the Town's consent, for the provision of services for the Open Space pursuant to the IGA or another intergovernmental agreement with the Town." (emphasis added).

Pursuant to the intergovernmental agreement entered into between the District and the Town dated January 1, 2018, the District is responsible for the operation and maintenance of Tracts K, L, M and N, Wild Plum Final Plat, which tracts are known as the "Open Space."

At full buildout (estimated 2024), the District's operations and maintenance mill levy is expected to generate approximately \$100,000 per year in District revenue, while the District's general administrative, operations and maintenance expenses are expected to cost approximately \$75,000 per year, and the District's operations and maintenance expenses specifically for the Open Space are expected to cost approximately \$125,000 per year. Thus, the projected Open Space Maintenance Fee revenue will be necessary to cover the District's cost of operating and maintaining the Open Space.

For your information, a copy of the District's adopted 2021 budget is attached.



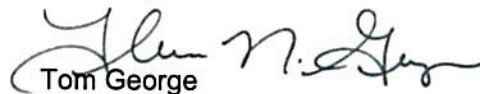
Page 2

As additional background, the District imposes a total property tax mill levy of 61.229 mills, which can be separated out as 11.132 mills for operations and maintenance and 50.097 mills for debt service. Each lot within the boundaries of the District has a total property tax imposed by all taxing entities (in 2019) of 164.158 mills. By way of illustration only, a typical home with an actual market value of \$1,000,000 located within the boundaries of the District would have the following annual tax bill (using 2019 mill levies as 2020 mill levies are not yet readily available):

Actual Value:	\$1,000,000
Assessed Value:	\$71,500
Total Annual Property Tax:	\$11,737
District Annual O&M Levy:	\$795
District Annual Debt Levy	\$3,581

Following your review of this letter, please do not hesitate to contact us with questions or to discuss the District's request in greater detail.

Sincerely,



Tom George

Cc: Lee Schiller, Town Counsel (lschiller@wsmpc.com)

Wild Plum Metropolitan District
Adopted Budget
General Fund
For the Year Ended December 31, 2021

	Actual 2019	Adopted Budget 2020	Actual 6/30/2020	Estimate 2020	Adopted Budget 2021
Beginning fund balance	\$ -	\$ 156,160	\$ 161,582	\$ 161,582	\$ 197,495
Revenues:					
Property taxes	166,653	56,260	56,176	56,260	56,262
Ownership taxes	13,065	3,938	1,845	3,700	3,938
Working Capital Fees	6,132	-	-	-	-
Total revenues	<u>185,850</u>	<u>60,198</u>	<u>58,021</u>	<u>59,960</u>	<u>60,200</u>
Total funds available	<u>185,850</u>	<u>216,358</u>	<u>219,603</u>	<u>221,542</u>	<u>257,695</u>
Expenditures:					
Legal	8,750	15,000	2,303	5,000	5,000
Accounting	2,904	5,000	2,563	5,000	5,000
Audit	-	4,000	-	4,000	4,000
Insurance	2,550	3,000	2,347	2,347	7,000
Miscellaneous	152	2,000	60	200	2,000
Management	5,265	5,000	2,500	5,000	6,000
Landscape maintenance	2,147	25,000	-	-	-
Hunter Run maintenance	-	15,000	-	-	-
Transfer to Special Revenue fund	-	-	-	-	200,000
Treasurer's fees	2,500	844	843	2,500	844
Contingency	-	106,588	-	-	20,956
Emergency reserve	-	2,245	-	-	6,895
Total expenditures	<u>24,268</u>	<u>183,677</u>	<u>10,616</u>	<u>24,047</u>	<u>257,695</u>
Ending fund balance	<u>\$ 161,582</u>	<u>\$ 32,681</u>	<u>\$ 208,987</u>	<u>\$ 197,495</u>	<u>\$ -</u>
Assessed value	<u>2,740,771</u>	<u>5,053,863</u>			<u>5,054,041</u>
Mill levy	<u>60.805</u>	<u>11.132</u>			<u>11.132</u>

**Wild Plum Metropolitan District
 Adopted Budget
 Special Revenue Fund
 For the Year Ended December 31, 2021**

	<u>Actual 2019</u>	<u>Adopted Budget 2020</u>	<u>Actual 6/30/2020</u>	<u>Estimate 2020</u>	<u>Adopted Budget 2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Transfer from General Fund	-	-	-	-	200,000
Open space maintenance fee	-	-	-	-	10,800
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>210,800</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>210,800</u>
Expenditures:					
Management	-	-	-	-	-
Landscape maintenance	-	-	-	-	66,000
Snow removal	-	-	-	-	15,000
Hunter Run maintenance	-	-	-	-	9,000
Utilities	-	-	-	-	15,000
Contingency	-	-	-	-	105,800
Emergency reserve	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>210,800</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Wild Plum Metropolitan District
Adopted Budget
Capital Projects Fund
For the Year Ended December 31, 2021**

	<u>Actual 2019</u>	<u>Adopted Budget 2020</u>	<u>Actual 6/30/2020</u>	<u>Estimate 2020</u>	<u>Adopted Budget 2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Bond proceeds	8,357,206	9,000,000	-	-	-
Developer advances	1,536,090	-	-	-	-
Interest income	15	-	57	60	-
Miscellaneous income	-	-	-	-	-
	<u>9,893,311</u>	<u>9,000,000</u>	<u>57</u>	<u>60</u>	<u>-</u>
Total revenues					
	<u>9,893,311</u>	<u>9,000,000</u>	<u>57</u>	<u>60</u>	<u>-</u>
Total funds available					
	<u>9,893,311</u>	<u>9,000,000</u>	<u>57</u>	<u>60</u>	<u>-</u>
Expenditures:					
Bond issuance costs	348,182	400,000	-	-	-
Transfer to Debt Service	892,112	1,200,000	-	-	-
Capital projects	8,653,017	7,400,000	-	-	-
Contingency	-	-	-	60	-
	<u>9,893,311</u>	<u>9,000,000</u>	<u>-</u>	<u>60</u>	<u>-</u>
Total expenditures					
	<u>9,893,311</u>	<u>9,000,000</u>	<u>-</u>	<u>60</u>	<u>-</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 57</u>	<u>\$ -</u>	<u>\$ -</u>

Wild Plum Metropolitan District
Adopted Budget
Debt Service Fund
For the Year Ended December 31, 2021

	Actual 2019	Adopted Budget 2020	Actual 6/30/2020	Estimate 2020	Adopted Budget 2021
Beginning fund balance	\$ -	\$ -	\$ 892,658	\$ 892,658	\$ 823,530
Revenues:					
Property taxes	-	253,183	252,807	253,183	253,192
Specific ownership taxes	-	17,723	8,302	16,400	17,723
Interest income	546	-	4,949	5,200	-
Transfer from capital projects	892,112	1,200,000	-	-	-
Total revenues	<u>892,658</u>	<u>1,470,906</u>	<u>266,058</u>	<u>274,783</u>	<u>270,915</u>
Total funds available	<u>892,658</u>	<u>1,470,906</u>	<u>1,158,716</u>	<u>1,167,441</u>	<u>1,094,445</u>
Expenditures:					
Interest expense	-	700,000	158,738	335,113	352,750
Treasurer's fees	-	3,798	3,792	3,798	3,798
Trustee / paying agent fees	-	5,000	-	5,000	5,000
Total expenditures	<u>-</u>	<u>708,798</u>	<u>162,530</u>	<u>343,911</u>	<u>361,548</u>
Ending fund balance	<u>\$ 892,658</u>	<u>\$ 762,108</u>	<u>\$ 996,186</u>	<u>\$ 823,530</u>	<u>\$ 732,897</u>
Assessed valuation	<u>2,740,771</u>	<u>5,053,863</u>			<u>5,054,041</u>
Mill Levy	<u>-</u>	<u>50.097</u>			<u>50.097</u>
Total Mill Levy	<u>60.805</u>	<u>61.229</u>			<u>61.229</u>

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
WILD PLUM METROPOLITAN DISTRICT
CONCERNING THE IMPOSITION
OF ITS OPEN SPACE MAINTENANCE FEE**

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., Wild Plum Metropolitan District (the “District”) is authorized to fix and from time to time increase fees, rates, tolls, charges and penalties for services, programs or facilities provided by the District which, until paid, shall constitute a perpetual lien on and against the property served, and the revenues from such fees, rates, tolls and charges may be utilized by the District for all lawful purposes of the District; and

WHEREAS, pursuant to the District’s Service Plan (the “Service Plan”) approved by the Town of Columbine Valley (the “Town”) on August 15, 2017, the District may impose rates, fees, tolls, penalties or other charges, with the Town’s consent, for the provision of services for the Open Space, which term is defined in the Service Plan and used herein to refer to Tracts K, L, M and N shown on the Wild Plum Final Plat; and

WHEREAS, there are ninety five (95) platted residential lots/units (each a “Lot” and collectively the “Lots”) located within the District’s boundaries, which Lots are more particularly described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated by reference herein; and

WHEREAS, consistent with the Service Plan, the District provides ongoing operations and maintenance services for the Open Space (collectively, the “Services”); and

WHEREAS, the District finds and declares that the Open Space and the District’s provision of the Services are a benefit to the District’s residents, property owners, and constituents, as well as the properties within the District, including the Lots, and provide added and continuing value to such properties; and

WHEREAS, the Town has consented to the District’s imposition of the Open Space Maintenance Fee (defined below) as set forth herein; and

WHEREAS, the District is willing to provide the Services in exchange for reasonable fees to defer the costs of such Services.

NOW, THEREFORE, the District’s Board of Directors hereby resolves as follows:

1. The recitals above are incorporated herein by reference.
2. Effective _____, the District hereby imposes an Open Space Maintenance Fee (the “Fee”) of \$100.00 per month, per lot, on all Lots within the District to defray the cost of the provision of the Services, including but not limited to the administrative and all

other costs related thereto.

3. The District's Board of Directors (the "Board") finds it is in the best interests of the District to impose the Fee uniformly upon all of the Lots to pay costs associated with the provision of the Services.

4. The Fee shall be invoiced, due, and payable on a monthly basis; provided, the Board may in its discretion modify the billing cycle of the Fee as an administrative matter at any time without the need to amend or modify this Resolution.

5. The Fee is subject to future adjustments from time to time as necessary and as determined by the Board.

6. The Fee, until paid, constitutes a statutory and perpetual lien on and against each of the Lots pursuant to § 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of the Services to the Lots. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Lots and shall run with the land.

7. Failure to make payment of the Fee due hereunder shall constitute a default in the payment of such Fee. Upon a default, interest shall accrue on such total amount of the Fee due at the rate of twelve percent (12%) per annum and the District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including but not limited to foreclosure of its perpetual lien. The defaulting property owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing. In foreclosing the lien, the District will enforce the lien only to the extent necessary to collect unpaid fees, interest and costs.

8. If any clause or provision of this Resolution is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity hereof as a whole, but shall be severed herefrom, leaving the remaining terms intact and enforceable.

9. This Resolution shall be recorded in the real property records of Arapahoe County, Colorado, and shall apply to all Lots located within the District's boundaries as set forth in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein by this reference.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2020.

WILD PLUM METROPOLITAN DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

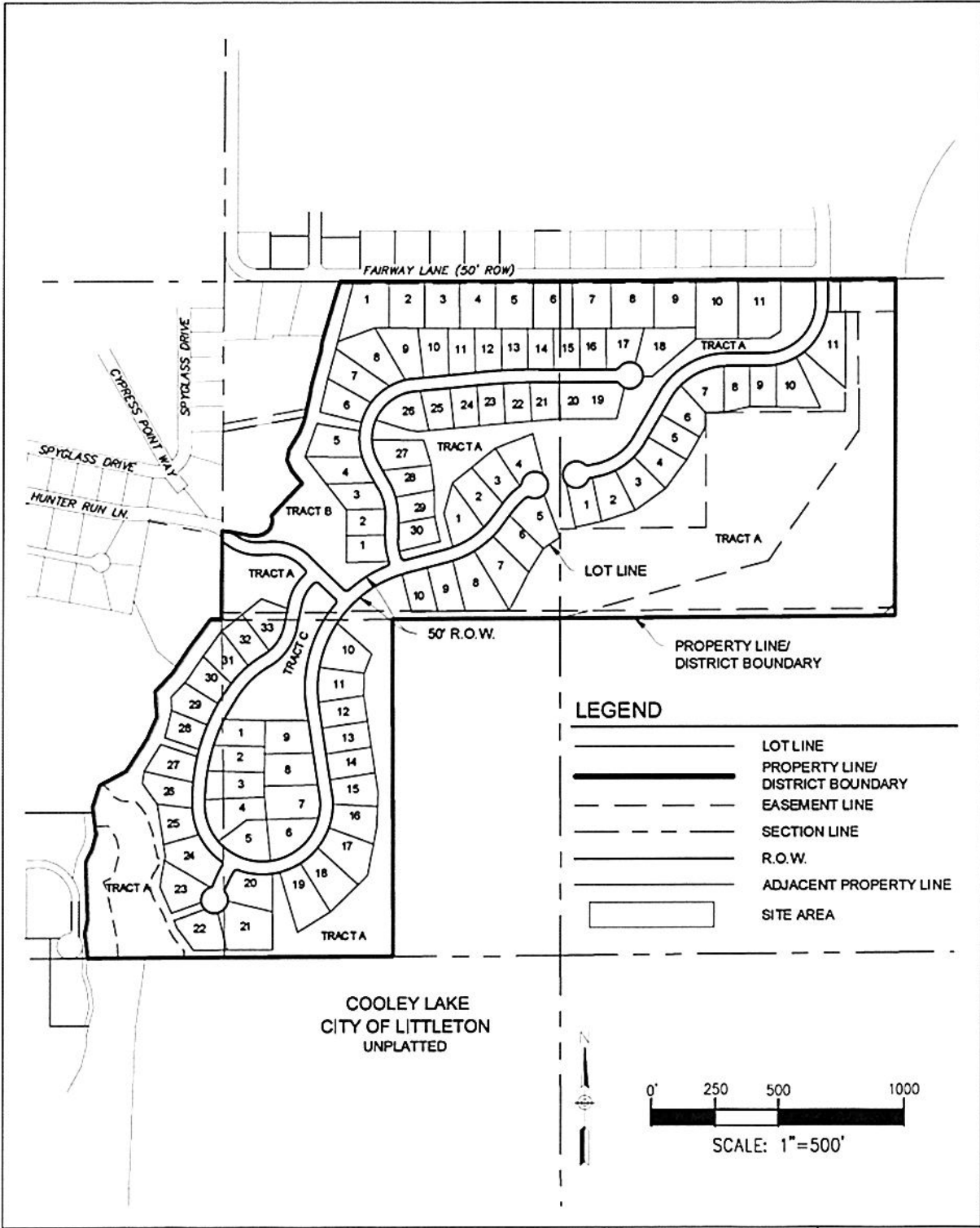
DRAFT

EXHIBIT A
Legal Description of Lots

Block 1, Lots 1-11 inclusive; Block 2, Lots 1-30 inclusive; Block 3, Lots 1-10 inclusive; Block 4, Lots 1-11 inclusive; and Block 5, Lots 1-33 inclusive; Wild Plum Final Plat, Town of Columbine Valley, Arapahoe County Colorado, recorded March 7, 2018, at Reception No. D8022608 in the public records of the Arapahoe County Clerk and Recorder.

DRAFT

Exhibit B Map of Lots



COOLEY LAKE
CITY OF LITTLETON
UNPLATTED



1529 MARKET STREET
SLATE 200
DENVER, CO 80202
(720) 473-3131

WILD PLUM
EXHIBIT B
MAP OF DISTRICT BOUNDARY

DATE: 11/28/2016

SCALE: 1" = 500'

BY: JJC

Wild Plum Metropolitan District

Expenditures:

	Original	Current
Legal	\$5,000	\$10,000
Accounting	\$5,000	\$5,000
Audit	\$4000	\$5,000
Insurance	\$2,275	\$3,000
Miscellaneous	\$200	\$200
Management	\$5,500	\$6,000
Landscape Maintenance - District owned Tracts	\$25,000	\$160,000
Maintenance - Town owned Tracts K, L, M,N	\$0	\$125,613
Hunters Run Maintenance	\$0	\$11,280
Snow removal	\$0	\$8,800
Utilities	\$0	\$47,163
Treasurer's fees	\$844	\$1,000
Contingency	\$0	\$0
Emergency Reserve	\$1500	\$2,245
Total expenditures	<u>\$49,319</u>	<u>\$385,301</u>
Shortfall		\$168,943

WILD PLUM METROPOLITAN DISTRICT

Budget

Native Tracts K, L, M and N

95 Units

CATEGORY	PER UNIT	PER MONTH	PER YEAR
OPERATING EXPENSES			
Water - Service Charges	2.85	271.08	3,252.96
Water - Native Grass	16.96	1,610.75	19,329.00
Electric	0.88	83.33	1,000.00
Native Maintenance	57.54	5,466.33	65,596.00
Native Broadleaf Weed Application	13.60	1,291.67	15,500.00
Grounds Repairs (sprinkler, other)	8.60	816.67	9,800.00
Grounds Activation	1.31	124.42	1,493.00
Grounds Winterization	1.66	158.17	1,898.00
Irrigation System Checks	1.75	166.25	1,995.00
Winter Policing	2.19	208.33	2,500.00
Spring and Fall Clean Up	2.63	250.00	3,000.00
Miscellaneous	0.22	20.83	250.00
TOTAL OPERATING EXPENSES	110.19	10,467.83	125,613.96

MONTHLY ASSESSMENT: 100.00

**DISCLOSURE TO PURCHASERS OF RESIDENTIAL PROPERTY
WILD PLUM METROPOLITAN DISTRICT
TOWN OF COLUMBINE VALLEY, COLORADO**

Pursuant to the Service Plan for Wild Plum Metropolitan District (the “District”), approved by the Town of Columbine Valley, Colorado (the “Town”), on August 15, 2017 (the “Service Plan”), the District shall cause a disclosure of the existence, contact information, and taxing powers (including a sample calculation of anticipated taxes) to be recorded against all of the property within the District. Accordingly, the District hereby discloses the following in relation to the property described in Exhibit A. Unless otherwise defined herein, initially capitalized terms used herein shall have the same meaning as set forth in the Service Plan.

1. What does the District do?

The District was organized pursuant to the Service Plan for the District approved by the Town on August 15, 2017, pursuant to Resolution No. 6, Series of 2017, and the Findings, Order and Decree to Create District entered by the Arapahoe County District Court on November 14, 2017, in Case No. 2017CV31936, a copy of which order is attached hereto as Exhibit C, for the general purposes of planning, designing, acquiring, constructing, installing, relocating, redeveloping and/or financing certain public improvements within the boundaries of the District for the residential community of the Wild Plum development. The District is a governmental entity, governed by an elected board of directors made up of property owners and property taxpayers within the District’s boundaries.

The District’s current boundaries are set forth in Exhibit A attached hereto. It is conceivable that additional boundary adjustments may be made. Any such boundary adjustment is subject to prior approval by the owners of the property and must be considered at a public hearing of the District’s board of directors. Further, the District shall not include within or exclude without any of its boundaries any property without the prior approval of the Town. Further still, the District cannot exclude any property from its boundaries if such exclusion would result, or is reasonably anticipated to result, in a detriment to the remaining residents and taxpayers in the District, or to the District’s bondholders.

Pursuant to the Service Plan, the District is generally authorized to plan, design, acquire, construct, install, relocate, redevelop and/or finance certain public improvements, including but not limited to: open space, stormwater drainage system and detention ponds, landscaping, streets, mosquito control, and water, sanitation and wastewater treatment improvements, subject to the limitations contained in the Service Plan. The District may dedicate certain public improvements to the Town or other governmental or quasi-governmental entities. The operations and maintenance of public improvements dedicated to the Town or others shall rest with the Town or such others to whom such public improvements are dedicated. The District has the authority to impose an ad valorem property tax mill levy on taxable property within the District to fund the improvements, finance debt of the District, and fund the District’s ongoing operations and maintenance activities as set forth in the Service Plan. Pursuant to the Service Plan, the District may also impose rates, fees, tolls, penalties or other charges (“Fees”) only for the limited purpose

of providing design review and covenant enforcement services traditionally performed by HOAs or, with the Town's consent, for the provision of services for specific open space areas pursuant to an intergovernmental agreement between the District and the Town, and such Fees must be in direct relation to the cost of providing the services.

2. How much debt can the District issue and what will the District's property tax rate be?

The District has the authority to issue debt and to impose an ad valorem property tax mill levy on taxable property within the District to fund the improvements, finance debt of the District, and fund the District's ongoing operations and maintenance activities as set forth in the Service Plan, subject to the following limitations:

Maximum Debt Limit: The total debt that the District shall be permitted to issue shall not exceed the Maximum Debt Limit of **\$11,000,000**.

Maximum Debt Service Mill Levy: The Maximum Debt Service Mill Levy shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be **49.750 mills**; provided, that if on or after January 1, 2018, there are changes in the method of calculating assessed valuation the mill levy limitation applicable to Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of Directors of the District in good faith (such determination to be binding and final) so that the actual tax revenues generated by the mill levy, as adjusted for changes occurring on or after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of valuation for assessment of residential real property of other taxable property shall be deemed to be a change in the method of calculating assessed valuation.

Maximum Debt Mill Levy Imposition Term: The Maximum Debt Service Mill Levy shall cease when debt issued by the District is no longer outstanding. The Maximum Debt Service Mill Levy shall not be imposed for more than forty 40 years after the year of initial imposition, except in the case of refinancing or refunding existing debt at lower rates when (i) the District's board of directors is comprised entirely of residents living within the District and (ii) the resident board has voted in favor of refinancing or refunding already-outstanding debt which refinancing or refunding extends the term of the already outstanding debt.

Maximum Operations Mill Levy. The District may impose a mill levy on Taxable Property within its boundaries as a primary source of revenue for funding the District's operations. The District's operational mill levy authorization shall not exceed **11.055 mills** (the "Maximum Operations Mill Levy"); provided, that if on or after January 1, 2018, there are changes in the method of calculating assessed valuation the mill levy limitation applicable to the District's operations may be increased or decreased to reflect such changes, such increases or decreases to be

determined by the Board of Directors of the District in good faith (such determination to be binding and final) so that the actual tax revenues generated by the mill levy, as adjusted for changes occurring on or after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of valuation for assessment of residential real property of other taxable property shall be deemed to be a change in the method of calculating assessed valuation.

Maximum (Combined) District Mill Levy: The District's combined Maximum Debt Service Mill Levy and Maximum Operations Mill Levy shall not exceed **60.805 mills**, except as the Maximum Debt Service Mill Levy and Maximum Operations Mill Levy may be adjusted as expressly provided in the Service Plan.

In addition, various voter limitations exist which affect the taxing powers of the District. For example, without limitation, the TABOR Amendment, Article X, Section 20 of the Colorado Constitution, also provides for various legal limitations which may restrict the taxing and spending authority of the District.

3. What are the advantages of metropolitan districts providing public improvements in lieu of cities or counties?

Many areas in Colorado utilize special districts to finance public improvements. As cities and counties often do not, for example, provide water and wastewater systems, roads, or recreation facilities in new communities, special districts have been organized to provide these facilities. Special districts, and the financial powers they utilize, may also permit earlier construction of facilities and other amenities for the benefit of the community when compared with developments not within special districts. Where special districts are utilized, the costs of improvements within the community are generally spread over 20 to 30 years and are paid from ad valorem property tax mill levies. Further, special districts are governed by residents and taxpayers within the community who are better able to address issues of concern to the community than could a larger city or county.

4. How can I be assured that the District will not issue too many bonds and create unreasonably high mill levies?

All bonds issued by the District will be governed by the controls adopted by the Colorado legislature governing the process by which bonds are issued by special districts. In addition, the organization and operation of the District are governed by the terms of the Service Plan, which limits the amount of debt the District may issue and the mill levy that may be assessed by the District for the payment of debt obligations and other expenses as set forth above, subject to adjustments to account for changes in state law with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar matters. The adjustment allows for tax revenues to be realized by the District in an equivalent amount as would have been realized by the District absent any change in the manner of the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar matters.

The debt and mill levy limits will remain in place unless and until the Service Plan is amended to permit a change in the limits for the District. The limits, as well as others existing under Colorado law and various voter approvals, are believed to be adequate to control the tax levies within the District. As noted above, however, many of the limits of the Service Plan and existing voter limits may be amended from time to time.

Market constraints on property sales by the developer also require that the mill levy within the District be comparable to mill levies in competing development areas in order to further the community as an attractive place for individuals to purchase residential property. Therefore, in the initial stages of the development, it is in the District's and the project developer's best interest to maintain mill levies in the District comparable to the total property taxes in other similar communities so that the property taxes paid for the amenities and services in the District are a good value.

5. Who bears the risk that the community may not fully develop?

Bondholders have or will be providing funding to the District for the District's construction of public improvements authorized by the Service Plan. Construction of public improvements may also be supported, in part, by the developer of the project. Property taxes paid by property owners on residential property will help pay the costs of all bonds issued by the District. This results in the risk of development being shared in part by bondholders, the developer, and property owners.

6. What will my tax bill look like?

In determining the tax liability due for residential property, the County Assessor's Office first determines the actual value of the residential property based upon market approach to appraisal. Up to five years of market activity are analyzed. The actual value of the residential property is then multiplied by the assessment rate, which is set periodically by the state legislature, to determine the assessed valuation of the residential property. Effective January 1, 2019, the assessment rate on residential property is 7.15% (for taxes imposed in 2019 and collected in 2020, and beyond). The mill levy is then multiplied by the assessed valuation of the residential property, resulting in the assessment for the residential property. For example, residential property with an actual value of \$1,000,000 would have an assessed value of \$71,500 ($\$1,000,000 \times 7.15\%$). One mill (0.001) applied to that valuation for assessment produces \$71.50 of taxes ($\$71,500 \times 0.001$).

It is anticipated that the tax bill for your property will show mill levies for the Littleton School District No. 6, Arapahoe County, the Town, Arapahoe Library District, Arapahoe County Developmental Disability, South Suburban Park and Recreation District, South Metro Fire Rescue Fire Protection District, Mile High Flood District (formerly Urban Drainage and Flood Control District), and the District, and possibly others. According to information available from the Arapahoe County Assessor, the total overlapping mill levy imposed upon the property within the boundaries of the District was 164.158 for tax year 2019 for collection in the year 2020. Therefore, the annual tax bill levied on a residential property for tax year 2019 for collection in the year 2020 with an actual value of \$1,000,000 would have been approximately \$11,737.30.

The mill levy imposed by the District for tax year 2019 for collection in 2020 was 61.229

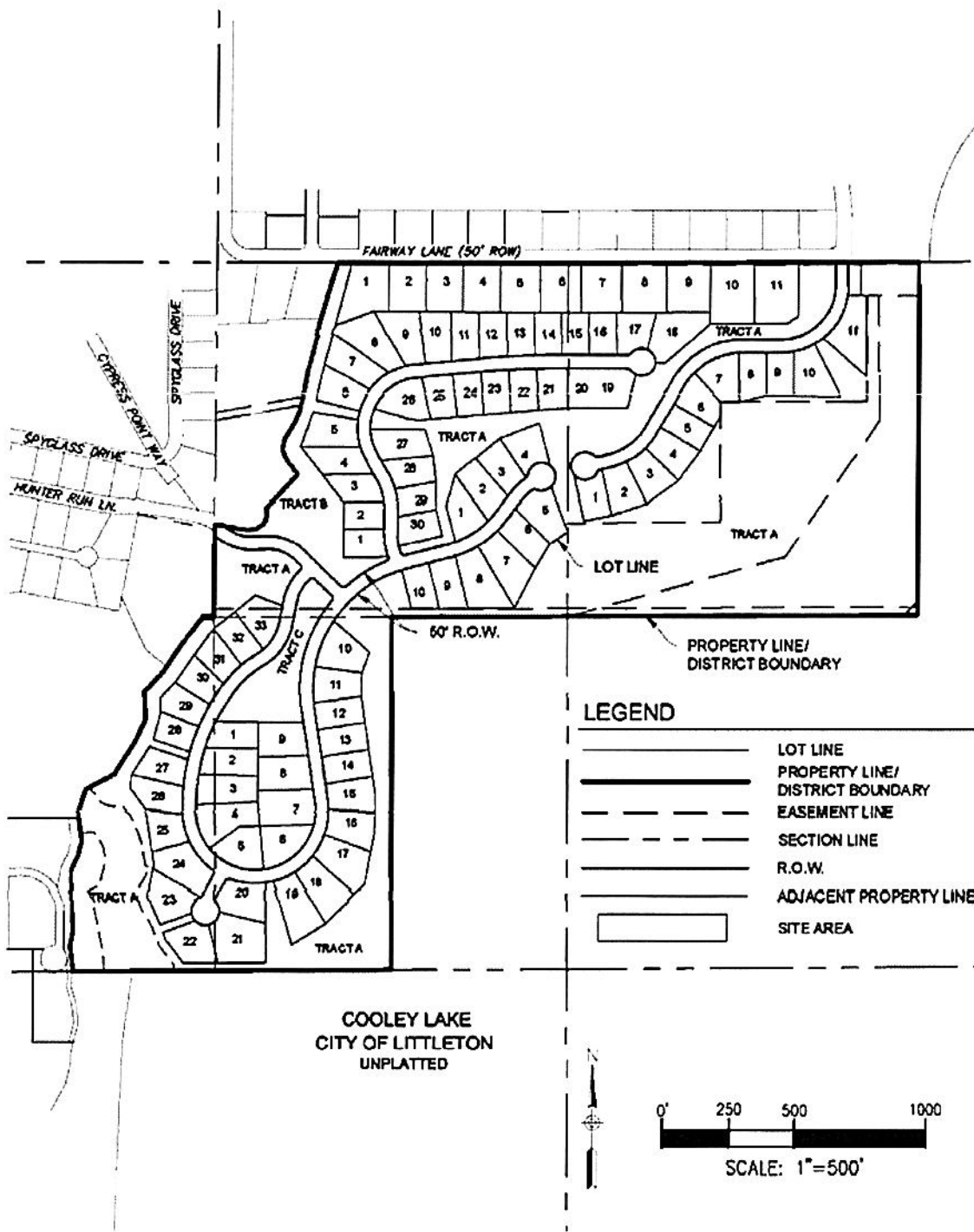
mills. The anticipated mill levy to be imposed by the District for tax year 2020 for collection in 2021 is 61.229. Exhibit B attached hereto sets forth an estimated annual tax bill for a home with an actual value of \$1,000,000 based on the mill levies currently levied against the property within the District, including the District's mill levy. Colorado taxing entities certify their mill levies on an annual basis, so the most accurate manner of ascertaining the specific taxing entities and current mill levies imposed on any property is by contacting the Arapahoe County Assessor's office directly.

7. Where can I get additional information regarding the District?

This document is not intended to address all issues associated with special districts generally or with the District specifically. The Service Plan for the District contains a full description of the District's purposes and functions. Prospective purchasers of property within the District are encouraged to read the Service Plan to be fully informed. A copy of the District's Service Plan is on file with the Colorado Division of Local Government and may be obtained online at <https://dola.colorado.gov/lgis/>. For additional information about the District, prospective purchasers may also contact the District's legal counsel, Spencer Fane LLP, at 303-839-3800. The District's meetings are open to the public, at which time you can raise questions regarding any matter related to the activities of the District.

**EXHIBIT A
TO DISCLOSURE TO PURCHASERS OF RESIDENTIAL PROPERTY
WILD PLUM METROPOLITAN DISTRICT**

DISTRICT BOUNDARIES



**EXHIBIT B
TO DISCLOSURE TO PURCHASERS OF RESIDENTIAL PROPERTY
WILD PLUM METROPOLITAN DISTRICT**

ESTIMATED PROPERTY TAXES

Estimated annual tax levied on residential property with \$1,000,000 actual value*

Authority	Mill Levy	Amount
Littleton School District No. 6	59.266	\$4,237.52
Arapahoe County	11.685	\$835.48
Town of Columbine Valley	6.567	\$469.54
Arapahoe Library District	5.799	\$414.63
Arapahoe County Developmental Disability	1.000	\$71.50
South Suburban Park and Recreation District	8.365	\$598.10
South Metro Fire Rescue Fire Protection District	9.250	\$661.38
Mile High Flood District (formerly Urban Drainage and Flood Control District)	0.900	\$64.35
Mile High Flood District (formerly Urban Drainage and Flood Control District) (South Platte)	0.097	\$6.94
Wild Plum Metropolitan District	61.229	\$4,377.87
TOTAL	164.158	\$11,737.30

*This estimate of overlapping mill levies is based upon mill levies certified to the Arapahoe County Assessor’s office in December 2019 for collection in 2020, assumes a 7.15% assessment rate, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Arapahoe County Assessor’s office to obtain the most accurate and up to date information.

**EXHIBIT C
TO DISCLOSURE TO PURCHASERS OF RESIDENTIAL PROPERTY
WILD PLUM METROPOLITAN DISTRICT
FINDINGS, ORDER AND DECREE TO CREATE DISTRICT ENTERED BY THE
ARAPAHOE COUNTY DISTRICT COURT ON NOVEMBER 14, 2017, CASE NO.
2017CV31936**

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO	
Court Address: 7325 S Potomac St, Centennial, CO, 80112	
	DATE FILED: November 14, 2017 7:36 PM CASE NUMBER: 2017CV31936
In the Matter of: WILD PLUM METROPOLITAN DISTRICT	
△ COURT USE ONLY △	
Case Number: 2017CV31936 Division: 21 Courtroom:	
Order: Order for Findings, Order and Decree to Create District	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 11/14/2017



JOHN LAWRENCE WHEELER
District Court Judge

**WILD PLUM
MASTER DISCLOSURE AND INFORMATION ADDENDUM TO
PURCHASE AND SALE AGREEMENT
COLORADO**

THIS MASTER DISCLOSURE AND INFORMATION ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the _____ day of _____, 20____, between _____ ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot _____ of Block _____, in the subdivision known as Wild Plum (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Home lies within the Community known as Wild Plum in the Town of Columbine Valley. This Addendum explains certain terms which are applicable to the purchase of homes within the Community. Other builders besides Seller may build homes in the Community and builders may be added or deleted from the list of current builders in the future. Seller, and any other builder in the Community, shall have the right, without notice to Buyer, to make changes to, among other things, homesite sizes, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), number and size of homesites, street layout, amenity layout, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected community development may be modified or updated in the future.

SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILD OUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILD OUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER TO CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE HOME.

3. **Effect on Community of Change in Control.** Buyer acknowledges that Seller may decide not to build additional homes or not pursue any further development in the Community. Buyer acknowledges that if Seller transfers control of its lots in the Community or any control of the further development of the Community, if applicable, that such transfer could have an adverse impact upon Buyer. By way of example only, if Seller transfers its interests, Buyer understands that completed or partially completed homes may remain vacant for a long period of time. Buyer acknowledges and understands that Seller cannot predict every impact that may be material to the Buyer

and that it is imperative that Buyer make Buyer's own independent evaluation of the potential adverse impacts that may affect Buyer's decision to consummate the purchase of a home in the Community.

4. **Additional Financing and Closing Costs Disclosures.**

4.1 If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.

4.2 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.

4.3 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.

4.4 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.

5. **Document Book.** Buyer acknowledges receipt of the "**Document Book**" for the Community as follows:

5.1 Buyer acknowledges receipt of, and agrees to be bound by the Declaration of Covenants, Conditions and Restriction for Wild Plum recorded on November 5, 2019 at Reception No. D9119795, as amended and supplemented from time to time (the "**Declaration**"). Buyer acknowledges and agrees that title to the Home will be subject to the Declaration. The Declaration does not establish a common interest community and is not governed by a homeowners association. Rather, the Declaration is administered and enforced by the Wild Plum Metropolitan District ("**District**"). Pursuant to the Service Plan of the District and statutory authority, the District may exercise its powers to administer and enforce the Declaration, including covenant enforcement and design review services, for the Community.

5.2 The Home will be subject to certain deed restrictions as reflected in the Special Warranty Deed executed by Seller and furnished to Buyer at Closing. The deed restrictions run with the Homesite and require, among other things, that Buyer give Seller (i) notice of Seller's defaults or any Claim (as defined therein) after Closing and (ii) an opportunity to inspect and cure defects in the Home. The deed restrictions further require the arbitration of any Claim against Seller that cannot be resolved informally.

5.3 Buyer acknowledges that the provisions of the Document Book and any such restrictions contained therein are fair and reasonable.

6. **Metropolitan District.**

6.1 Upon conveyance and recording of the Deed to the Home, Buyer understands and agrees that ownership and use of the Home will be subject to the Declaration as administered by the board of directors of the Wild Plum Metropolitan District. Buyer acknowledges that persons affiliated with the Seller may serve as initial officers and directors of the District and that thereafter the governing board of the District will be composed of directors that are elected or otherwise selected in accordance with the terms and provisions of state law.

6.2 **Architectural Review.** Buyer acknowledges that all new construction and modifications of existing construction and exteriors of improvements (including without limitation, exterior color, style and materials) within the Community are subject to the prior written approval of the Design Review Committee of the District (the "**DRC**"). Buyer agrees to comply with all rules and regulations of the DRC as the same may be amended and exist from time to time. These restrictions are subject to change without notice. Building and use restrictions include, but are not

limited to, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, the developer of the Community and homebuilder(s), leases and restoration of homesites. Buyer agrees not to commence any construction upon any portion of the Homesite until after the DRC and has given its written approval therefor. Certain improvements constructed by Seller or other homebuilders may be exempt from this approval requirement. Buyer further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, landscaping and landscape irrigation, without the prior written approval of the DRC and until any applicable permits have been obtained. In addition, every city, county or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Home or Homesite, Buyer should contact the applicable governmental authorities for further information concerning local codes and ordinances. Seller is not responsible for notifying homeowners of the content or restrictions contained in any local codes or ordinances. Approval of any work by the DRC shall not constitute an express or implied warranty or representation by the DRC that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, please review the Declaration. Failure to submit plans and specifications to the DRC for approval is a violation of the provisions of the Declaration, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved modifications.

7. **Community Charges.** Buyer acknowledges that the District has the authority to charge fees and fines for costs for the following: (i) enforcement of the Community Documents and the costs incurred to correct or remedy violations in amount that may be determined by the enforcement committee; (ii) fees and charges for applications submitted to the DRC, (iii) and as otherwise provided in the Declaration. For more information, please refer to the Declaration.

8. **Amenities.** Buyer acknowledges and agrees that Seller makes no representations or assurances about whether any amenities or recreational facilities will be constructed within the Community and Buyer is not relying upon the construction of any amenities and recreational facilities in deciding to purchase the Property.

9. **Community Access/Gates.** The Community is not a gated community and the roads in the Community are public. Street maintenance located in or around the Community shall be the obligation of the Town of Columbine Valley.

10. **Golf Course.**

10.1 The Columbine Valley Golf Course at the Columbine Country Club is located adjacent to the northern boundary of the Community and homes along the northern boundary of the Community are located near the Golf Course. The flight of a golf ball is extremely difficult to control. Depending upon the location of the Home and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Homesite or the Home or strike the Home. Because Seller does not control the Golf Course or monitor players at the Golf Course, and because of the difficulty in controlling the flight of a golf ball, Seller will not be responsible for golf balls that strike the Home or any damages caused by same. Seller strongly encourages Buyer to consider the location of the Home carefully, particularly if this issue is of concern to Buyer. Buyer hereby acknowledges and accepts the following inherent risks associated with the Golf Course:

10.1.1 Maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

10.1.2 maintenance activities can be noisy;

10.1.3 the golf course will be periodically heavily fertilized;

10.1.4 golf course maintenance can require the use of chemicals and pesticides;

10.1.5 the golf course may be watered with reclaimed water, although reclaimed water is not currently being used;

10.1.6 the continued operation of the golf course is not assured. The golf course may, in the future, be discontinued or redeveloped by the owner of the golf course for other uses and may not remain as open space or green space;

10.1.7 any view(s) of the golf course from the Home is not guaranteed and changes to the landscaping and topography may result in a diminished or completely obstructed view of the golf course;

10.1.8 golf balls are extremely difficult to control and may enter a homeowner's airspace, strike a homeowner, homeowner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage. Each Owner is responsible for taking such action as such Owner deems appropriate to protect persons and property.

Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (i) any invasion of the use or enjoyment of the Home by Buyer, any other occupants of the Home, or any of their respective agents, contractors or invitees, (ii) design of the Golf Course, proper or improper, (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the golf course management to use the Golf Course), and (iv) trespass by any golfer on the Homesite, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Homesite or adjacent property or roadways. Furthermore, Buyer hereby assumes the risk inherent in owning property adjacent to or nearby a golf course including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Seller harmless from any and all loss arising from claims by such Buyer, any other occupants of the Home, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Homesite, or for any personal injury or property damage.

11. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in the Declaration. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, flagpoles, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites. Seller encourages you to carefully review the Declaration to ensure the long-term quality of life for both you and your neighbors.

12. **Municipal Building Codes and Ordinances.** Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to your Home or Homesite, you should contact the county or municipality in which the home is located for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other homeowners of the content or restrictions contained in any local codes or ordinances.

13. **Pet Restrictions.** Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Declaration or any amendments thereto and pets may be further regulated by Town ordinance.

14. **Short-Term Rentals.** Buyer acknowledges that homes in the Community may be rented and all leases must be in writing and have a minimum terms of at least 30 days. All leases are subject to certain restrictions set forth in the Declaration and the ordinances of the Town and other applicable governmental entity having jurisdiction. Certain short term leases and rentals having a terms of less than 30 days are restricted and are not be allowed in the Community. Examples of short term leases and rentals that may be restricted are timeshares, vacation rentals and holiday rentals, and occupancy agreements having a term of less than 30 days. Buyer should review the Declaration and applicable governmental ordinances and contact the municipality in which the home is located and the District if Buyer has any questions concerning short-term rentals.

15. **Rentals.** Seller may market and sell homes in the Community to investors or to buyers who may not occupy their homes as their primary residence. Consequently, homes in the Community may be leased to or occupied by persons other than their owners.

16. **Flood Zone.** Seller makes no representations relating to whether the Property resides in any flood zone. Flood zone designations may change from time to time and Buyer should not rely on oral representations as to the flood zone status of the Home and should visit www.fema.gov and/or the county or municipal flood map website where the Home is located. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency (FEMA) to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

17. **Irrigation System.** Buyer understands that the Community does not use a separate non-potable irrigation system. Buyer is responsible for his or her own irrigation system for the Property.

18. **Utilities.**

18.1 **No Septic or Wells.** Buyer acknowledges that no septic tanks or wells shall be permitted within the Community.

18.2 **Storm Drainage.** Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water catch basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally only utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Home will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

18.3 **Water Service.** The City of Denver acting through the Denver Water Board provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. In addition, this area is periodically subjected to extended periods of drought that may cause depletion of water supplies. Municipalities and other providers of water services in the area of the Community may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

18.4 **Underground and Overhead Utility Lines.** If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the Utility Companies directly. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the Utility Companies for the location of buried utilities or the Utilities Notification Center of Colorado by calling (8-1-1) or (1-800-922-1987). There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the Utility Companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors, and can also result in severe property damage to homes, property and utility equipment.

18.5 **Easement for (and Location of) High Voltage Lines.** Portions of the Community may be located within close proximity of an easement owned by a Utility Company and there may be high voltage transmission lines located near the Home. Easements may give the Utility Company the right to install and operate high voltage electrical transmission lines, transformers, and related equipment. Such lines and/or equipment give off electric and magnetic fields (“**EMF**”) and may also give off audible sounds as by-products of the use of electricity. For further information regarding the possible effects of EMF, consult the National Institute of Environmental Health Sciences and if Buyer has questions about safety, or anything to do with any high voltage transmission lines near the Home, Buyer should contact the electric Utility Companies.

19. **Utility Structures and Utilities Services Disclaimers.** Seller has no control, influence, responsibility or liability for or over the size, location, timing of installation, and placement of any and all electrical transformers, switch boxes, mailboxes, cable boxes, telephone pedestals, fire hydrants and lift stations (collectively, “**Utility Structures**”) which may be located within or adjacent to the Homesite or the timing and availability of the corresponding utilities services (“**Utilities Services**”) to the Homesite. Applicable governmental authorities are responsible for regulation of the Utility Structures and those certain companies that provide Utilities Services to the Homesite and the other homesites in the Community (“**Utility Companies**”) are responsible for the size, location, timing of installation, timing of Utilities Services and placement of the Utility Structures in the Community. The Utility Companies have been afforded certain additional rights in accordance with utility easements (rights-of-way), agreements affecting the Homesite relating to telephone, cable, gas or electric lines, and reservations on any plat of the Community. These easements, agreements and plat reservations grant the Utility Companies certain rights, easement rights and right-of-entry to install, maintain, repair and relocate the Utility Structures within the easement areas depicted and described therein. If a Utility Structure (existing, planned or future) is located in front of the Home, Seller cannot remove or relocate it. Buyer understands that as of the date of Buyer’s execution of this Addendum, the Community may not be completely built out, and all of the Utility Structures planned for the Homesite and the Community may or may not be installed or currently visible. Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, shall not in any way be responsible for altering, modifying, relocating, or interfering in any way with Utility Structures (existing, planned or future), or for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on the size, location, placement, installation, design or view of Utility Structures from Buyer’s the Homesite. Buyer further understands that Utility Structures shall not be altered, obstructed, modified, restricted or interfered with in any manner whatsoever without advance notification and approval of the Utility Companies. Any unauthorized alteration, obstruction, modification, restriction or interference with a Utility Structure may be illegal, is dangerous and can result in injury, loss or property damage. If Buyer has any questions about Utility Structures or Utilities Services, Buyer should contact the Utility Companies directly.

20. **Waterbodies.** COOLEY LAKE IS LOCATED ADJACENT TO THE SOUTHERN BOUNDARY OF THE COMMUNITY AND WITHIN THE SOUTH PLATTE PARK. SOUTH PLATTE PARK IS A NATURAL AREA CONSISTING OF APPROXIMATELY 880 ACRES AND CONTAINS SEVERAL OTHER LAKES AND WATER BODIES. THE CITY OF LITTLETON OWNS A MAJORITY OF SOUTH PLATTE PARK AND IT IS MANAGED BY SOUTH SUBURBAN PARK AND RECREATION DISTRICT. BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS, RIVERS OR OTHER WATERBODIES WITHIN OR ADJACENT TO THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. More information about South Platte Park, including the South Platte Park Management Plan, may be obtained from the City of Littleton.

21. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes they build in the Community. Seller and any other builder in the Community may, at their sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Home, the prices for any subsequent changes or upgrades to the Home as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Home or options in the Home will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the

Home, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Home. The Home is being sold for residential purposes and not as an investment.

22. **Construction and Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances on the active time of the Community model homes. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for marketing purposes.

23. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the Community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Home.

24. **Trees and Foliage.** The Community contains numerous native trees of various sizes and varieties. While Seller has taken great care during the planning and construction of the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Community or Buyer's Homesite, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees on the Homesite being purchased or any other homesite or common area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the homeowner, and Seller does not guarantee or warranty the survival of any foliage. The local county or municipality in which the home is located may have adopted a Tree Ordinance regulating the removal of any tree over a certain size. Before removing a tree, Buyer should contact the appropriate governmental authorities to ensure that its compliance with local regulations. The Declaration may also contain restrictions regarding the removal of any tree over a certain size. Buyer should review the Document Book and contact the District or the Town to ensure compliance with its regulations.

25. **Facilities and Conditions Affecting Homesites.**

25.1 The information set forth in this Section contains an overview of facilities and conditions which may affect some or all homesites in the Community (including but not limited to the Homesite). Because Seller does not have control over development outside of the Community, Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Community, or their possible impact on the residents of the Community. For additional information about offsite features that may affect the purchase of the Home, please contact the local governmental authorities having jurisdiction over the Community.

25.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) are or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, AIRPORT, RAILROAD TRACKS, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT.

Buyer acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

25.3 Grading and Drainage. Buyer acknowledges that the drainage for the front, rear and side yards of each lot was designed by a professional engineer to divert water away from the foundation and concrete flat work. The drainage of the yard of the Homesite may result in a swale across the front and/or back yard of the Home. As a result and in these instances, Buyer acknowledges that the front and/or back yard will not be level and that Seller will not make any adjustments to the depth or severity of the swale. In addition, Buyer acknowledges and agrees that altering the drainage and/or over-watering will have negative effects on potentially expansive soils and will void the drainage and foundation warranty on the Home. If the drainage is altered in such a manner that water flows toward the foundation and/or concrete flat work, severe damage to one or both may result. Resulting damage may include, but not be limited to, the following: heaving in the slab, cracking of the slab, stucco cracks, cracking of driveways, front or rear yard stoops and walkways, and/or cosmetic damage or alterations of interior finishes in the home. Furthermore, over watering may also lead to same or similar results. SELLER MAKES NO WARRANTY OR REPRESENTATION REGARDING SHIFTING SOILS, UNSETTLED SOILS, UNUSUAL ROCKS, OR SUBSURFACE CONDITIONS.

25.4 Polo Club Adjacent to Community. The Columbine Polo Club is located at 6900 S. Platte Canyon Rd, Littleton, CO 80128, adjacent to the west boundary of the Community. The presence of a polo club can cause increased noise, outdoor lighting, traffic and other conditions caused by daily operations of the facility while in use.

25.5 Bike/Walking Path. The land use development plans provide for the establishment of public trails and bike paths within the Community. Buyer acknowledges that such trails may be used for different purposes, including without limitation walking, hiking, jogging, running, and cycling, and such trails may impact noise, vibration, lighting, pedestrian and other traffic and other conditions. In addition, Buyer acknowledges that trails and other matters incidental to trails may result in trapped water on, over, or across the Community. Buyer is advised to take the time to explore the area to ensure that Buyer is satisfied with all trails within, adjacent to, and/or near the Community. Seller will not provide Buyers protection from, or provide any physical barriers or impediments to, trails. Nor will Seller provide signage warning about the possible dangers of trails or other related matters. The Seller, its officers, directors, employees, agents, parent, subsidiaries, affiliates, warranty companies and their underwriters, heirs, personal representatives, successors and assigns (the "Seller Parties"), disclaim any responsibility for the safety of any persons or property with respect to all of the above matters and with respect to all other matters incidental to trails. The Buyer hereby releases the Seller Parties and waives any claims in the future with respect to all of the above matters and all other matters incidental to trails.

25.6 Wild Animals. As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community including, but not limited to, skunks, porcupine, raccoons, prairie dogs, coyote, fox, deer, antelope, snakes and other reptiles, spiders, bees, ants and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

25.7 South Platte Park Natural Area. South Platte Park is located adjacent to the south and east boundaries of the Community. South Platte Park is a natural area consisting of approximately 880 acres. The South Platte River runs through South Platte Park and the park contains numerous lakes and other water bodies. Cooley Lake is located within South Platte Park and adjacent to the southern boundary of the Community. The City of Littleton owns a majority of South Platte Park and it is managed by South Suburban Park and Recreation District. South Platte Park contains trails and other outdoor recreational facilities and may be used for passive and active recreational activities. More information about South Platte Park, including the South Platte Park Management Plan, may be obtained from the City of Littleton and the South Suburban Park and Recreation District

25.8 Property West of the Community. The property west of the Community is currently composed of occupied single family land and the Columbine Polo Club is located at 6900 S. Platte Canyon Rd, Littleton, CO 80128, adjacent to the west boundary of the Community.

25.9 Property North of the Community. The Columbine Valley golf course and single family residences are located north of the northern boundary of the Community.

25.10 Property East of the Community. A portion of South Platte Park is located east of the Community of the Community. The South Platte River runs from south to north within South Platte Park. East of South Platte Park is S. Santa Fe Drive.

25.11 Property South of the Community. Cooley Lake and a portion of South Platte Park lies south of the Community.

Streetlights. Numerous streetlights may be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. Streetlights are sized and placed in accordance with governmental requirements, and could in some instances generate light in or obstruct views from homes in the Community. Information about streetlight size, light output, design and location of streetlights within the Community can be obtained from the New Home Consultant. Buyer acknowledges that Seller is not responsible for the installation and activation of the streetlights within the Community and specifically disclaims any responsibility therefor; (i) Seller does not control the streetlights (existing, planned or future), and (ii) any representations or warranties which relate to street lighting contained within or associated with the Community shall not be construed as representations or warranties made by Seller. Buyer agrees that it will not rely upon such representations or warranties in determining whether to purchase the Home located within the Community. Seller has no control or influence over the installation and activation of the street lighting. Seller, on behalf of itself, its agents, servants, employees, members, managers, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, specifically disclaims any and all warranties concerning the installation and activation of street lighting within or with regard to the Community not performed, installed, activated by or under the direction of Seller. Buyer agrees to look solely to the responsible third party with respect to any matters regarding the installation and activation of street lighting within the Community.

25.12 Disclaimer Regarding Security Services. Neither the Declarant nor the Seller are responsible for providing security or security services for the Community. All persons using or occupying any portion of the Community are responsible for their own security and the security of their own property. Neither the Declarant nor the Seller shall be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. Neither Declarant nor Seller make any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system and/or burglar alarm systems, or other security systems, recommended or installed or any security measures undertaken within the Community.

25.13 Future Commercial/Retail Uses. The Community may be located near to properties which are or may be developed with major commercial and retail uses, in particular areas along S. Santa Fe Drive to the east of the Community. The development of such uses near to the Community may increase traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from commercial development.

25.14 Development of Adjacent Property. Seller's current development plans for the Community where the Home and Homesite are located may change and no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community. Buyer acknowledges that sales and marketing information may show amenities which may or may not be constructed at the time of purchase, and which may not be included in the final community. Buyer also acknowledges that the responsibility for constructing certain amenities may rest with parties other than Seller, and Seller has no obligation to Buyer to ensure the construction of any amenities. The terms of this Paragraph shall survive Closing.

26. Garages. Garage sizes and heights may vary from home to home and may not accommodate all vehicles. It is not uncommon for floor plans to change during actual construction of the Home. Specific homesite conditions or local ordinances may determine the location of (i) safety bollards intended to protect plumbing or mechanical systems located inside the garage and/or (ii) and design of steps from the garage to the Home thereby affecting the usability of interior garage space available for parking vehicles. Further, Buyer acknowledges and agrees that stated floor plan dimensions and square footages are approximate and should never be relied upon as the actual as-built size of the

garage; modifications to floor plan dimensions and square footages shown in sales materials may occur for many circumstances, without notice to or consent of Buyer, including but not limited to, inclusions of options and upgrades, actual field conditions and governmental agency requirements.

27. **Risk of Unauthorized Cyber Access.** Certain devices, machines, appliances, equipment or systems (“**Devices**”) which are installed in the Home may include technology that allows such Devices to be accessed through the internet or other wireless technology. These Devices may allow a third party to gain unauthorized access to the Devices and control or access them without the Buyer’s knowledge or permission. Additionally, such Devices may be used to propagate malware or gain access to other Devices, the Home, networks, computers and Buyer’s data contained thereon. Depending on the technology included, the Devices may also carry a risk that verbal communications may be heard by unauthorized third parties or be inadvertently sent to third parties through a voice-activated Device. Buyer is solely responsible for determining the level of security and protection suitable for all Devices connected to any network in the Home, and for configuring all relevant equipment to provide appropriate security. Seller makes no representation, and shall have no liability, for any data breaches, malware attacks, network intrusions, physical intrusions, privacy intrusions, cyber-attacks, theft, or other risks related to the Devices.

28. **Annual Boundary School Assignments.** Buyer acknowledges and agrees that school age children may not be assigned to the public school closest to their residences. The School Board (“**School Board**”) has full decision making powers to modify or change public school boundaries at any time and public school assignments are currently re-examined by the School Board on an annual basis. School Board policies regarding school overcrowding or other boundary policy decisions affect school boundaries and the public school to which a child is assigned. Buyer acknowledges and agrees that Buyer has not relied on any verbal or other representations from Seller or its representatives with respect to public school assignments. Buyer is responsible for its own investigation of public school assignments and other matters controlled by the School Board. Buyer should contact the School Board directly for the most current public school assignments.

29. **Public Financing of Capital Improvements.** The local governing bodies may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

30. **County Taxes, Charges and Fees.** Property within the Community is subject to County taxes, municipal taxes, special district taxes, utility charges and fees. For additional information, contact the Treasurer’s office of the county in which the home is located.

31. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes it builds in the Community. Seller and any other builder in the Community may, at its sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Home, the prices for any subsequent changes or upgrades to the Home as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Home or options in the Home will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Home, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Home. The Home is being sold for residential purposes and not as an investment.

32. **Variations to Construction.** Construction of a home is a unique and challenging endeavor with several thousand components that include both natural and man-made products. Some variations will need to be made during the construction process. Moreover, some fine-tuning will be required after Buyer moves into the Home. New homes will always have a certain amount of shrinkage and cracking during their early lives as materials dry out, soils settle, and the Home “settles in.” Seller will address those issues under the terms of the Limited Warranty provided to Buyer.

33. **Real Estate Tax Disclosure.** Buyer should not rely on the Seller’s current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the years subsequent to purchase. Periodic reassessments of

the value of the home could result in higher property taxes. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions with Buyer's personal tax advisor and the local taxing authorities.

34. **Environmental Disclaimer.** Various environmental related conditions may exist within or near the Home, including, without limitation, radon gas, odors, formaldehyde, mold, pollution from air, water and soil, and/or electromagnetic fields that are produced from electric lines that are at or near the Home. The United States Environmental Protection Agency have expressed concern that prolonged exposure to high levels of radon gas and/or formaldehyde may result in adverse effects on human health. The Seller makes no warranties or representations regarding any such environmental related condition(s) within or near the Home. Prior to closing, Buyer shall have the opportunity, at Buyer's cost, to conduct such inspections and tests as reasonably necessary for Buyer to determine whether the environmental matters and risks related thereto, if any, are acceptable to Buyer. Buyer shall obtain Seller's written approval prior to conducting any inspections or tests and Buyer hereby releases Seller from any and all liability and claims with respect to the presence of environmental pollutants.

35. **Indoor Environmental Quality Disclosure.** There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer's family members or any other individuals who will occupy or use the Home have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Home for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Home. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Home. The following list is not meant to be all-inclusive.

- Fix leaking plumbing and any other source of unwanted water immediately.
- Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Home, including doors to closets.
- Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.
- Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.

- Keep water away from the foundation of the Home by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Home.
- If there is a sump pump in the Home, inspect it regularly to ensure that it is properly operating.
- If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.

The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Home.

- It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.
- Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- Dry all water damaged areas and items immediately to prevent mold growth.
- If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.
- Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Home is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Home on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Home, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction.

36. **Installation of Swimming Pool and/or Decking.** Buyer understands and acknowledges that should Buyer choose to install a swimming pool, decking and/or landscaping at the Home, that this installation could have an adverse impact with regard to the Home's foundation and could void the Limited Warranty on Buyer's Home. Specifically, Seller has constructed the Home in accordance with recommendations of a geotechnical engineer that requires positive drainage away from the Home. The installation of a swimming pool, decking and/or landscaping without providing for positive drainage away from the foundation of the Home could result in serious impacts on the Home's foundation. This could result in a voiding of the Limited Warranty on the Home. For additional information, Buyer should refer

to the Limited Warranty. Further, should Buyer choose to install a swimming pool, decking and/or landscaping at the Home, Buyer acknowledges that it may be necessary to relocate certain electrical lines that run underground and Buyer agrees to be solely responsible for any and all costs associated with the electrical lines (whether relocation or otherwise). Buyer further hereby acknowledges that:

36.1 Buyer is responsible for maintaining proper grading and drainage of the Home.

36.2 Buyer is responsible for ensuring that any installation of a swimming pool, decking and/or landscaping does not adversely impact and shall properly maintain the grading and drainage of the Home.

36.3 The installation of a swimming pool, decking and/or landscaping could result in serious impacts on the Home's foundation and could void the Limited Warranty on the Home.

36.4 Buyer is solely responsible for any and all costs associated with the potential impact of the installation of a swimming pool, decking and/or landscaping on the electrical lines at the Home (whether relocation or otherwise).

37. **Statements Made by Sales Staff and Brokers.** Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Home) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

[**METROPOLITAN OR SPECIAL DISTRICT SECTION (IF APPLICABLE) MUST BE CUSTOMIZED, ESPECIALLY REGARDING ITEMS MARKED IN [**BRACKETS**]**]

38. **METROPOLITAN OR SPECIAL DISTRICTS.** THE [**INSERT NAME OF METROPOLITAN OR SPECIAL DISTRICT**] _____ METROPOLITAN [SPECIAL] DISTRICT (THE "**DISTRICT**") HAS BEEN CREATED TO PROVIDE CERTAIN INFRASTRUCTURE, FACILITIES AND MAINTENANCE OPERATIONS FOR THE COMMUNITY.

38.1 **DISTRICT DEBT SERVICE ASSESSMENTS.** THE DISTRICT HAS ISSUED SPECIAL ASSESSMENT REVENUE BONDS (THE "**BONDS**") TO FINANCE THE COST OF THE PUBLIC INFRASTRUCTURE OF THE COMMUNITY WHICH MAY INCLUDE, WITHOUT LIMITATION, THE CONSTRUCTION AND MAINTENANCE OF THE SURFACE AND STORM WATER SYSTEM WITHIN THE COMMUNITY ("**PUBLIC INFRASTRUCTURE**"). THE BONDS WILL BE REPAYABLE FROM NON AD VALOREM SPECIAL ASSESSMENTS (THE "**DISTRICT DEBT SERVICE ASSESSMENTS**") IMPOSED BY THE DISTRICT ON PROPERTY WITHIN THE COMMUNITY, WHICH PROPERTY HAS BEEN FOUND TO BE SPECIALLY BENEFITED BY THE PUBLIC INFRASTRUCTURE. EACH HOME IS SUBJECT TO A DISTRICT DEBT SERVICE ASSESSMENT TO REPAY THE BONDS.

_____ BUYER'S INITIALS

38.2 **DISTRICT MAINTENANCE SPECIAL ASSESSMENTS.** IN ADDITION TO THE DISTRICT DEBT SERVICE ASSESSMENTS, THE DISTRICT IMPOSES AN ANNUAL NON AD VALOREM ASSESSMENT TO FUND THE OPERATIONS OF THE DISTRICT AND THE MAINTENANCE OF ITS PUBLIC INFRASTRUCTURE AND SERVICES ("**DISTRICT MAINTENANCE SPECIAL ASSESSMENTS**"). EACH HOME IS SUBJECT TO DISTRICT MAINTENANCE SPECIAL ASSESSMENTS. THE BUDGET FOR DISTRICT MAINTENANCE SPECIAL ASSESSMENTS IS SUBJECT TO CHANGE. YOUR HOME'S SHARE OF SUCH DISTRICT MAINTENANCE SPECIAL ASSESSMENTS IS THE SAME AS ALL OTHER LOTS IN THE COMMUNITY REGARDLESS OF THE CONFIGURATION OF YOUR LOT. IT IS ANTICIPATED THAT THE DISTRICT MAINTENANCE SPECIALS ASSESSMENTS FOR 20__ WILL BE APPROXIMATELY

\$ _____ PER YEAR PER HOME, AND SUCH AMOUNT MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME.

_____ BUYER'S INITIALS

39. **Municipal Disclosures.** The preparer of this Master Disclosure and Information Addendum must confirm there are no municipal disclosures which must be added to this document.

40. **Oil and Gas Facilities/Hydraulic Fracturing.**

40.1 **Oil and Gas Facilities.** All or a portion of the mineral estate within the Community may have been severed from the surface estate and, to the extent of such severance, a third party may hold some or all of the interests in the oil, gas, other minerals, or geothermal energy in the Home. To the extent that all or a portion the mineral estate has been severed, a home purchaser will not own the portion of the interest in the oil, gas or mineral estate underlying the Home, which has been severed. The Buyer is subject to the terms and conditions of any existing deeds reserving oil, gas or other mineral rights, oil and gas leases, surface use agreements and similar documents concerning mineral estates within the Community as identified in the title report provided to Buyer, as well as any documents, such as leases, hereafter executed by the owner of any severed mineral interests. Other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. There may be plugged and abandoned oil and gas wells, pipelines and other facilities and/or ongoing oil and gas operations and production of oil and gas within or in the vicinity of the Community, which may include drilling, pipelines, seismic testing, truck traffic, facilities and equipment and other activities related to oil and gas operations and production. In addition, the mineral lessees and operators of oil and gas wells may from time to time conduct hydraulic fracturing of hydrocarbon producing geologic formations in order to enhance the production of oil and gas wells in the area. There are a variety of risks associated with oil and gas operations, because oil and gas are hazardous. Such risks can result in damages. If the Home is located near any existing or future oil and/or gas operation, Buyer assumes all risks of owning property near such operations. To the extent that Seller is not an owner of any mineral interests in the vicinity of the Home, Seller is not responsible for and does not control the mineral interests or any oil and gas operations in the vicinity, including exploration, drilling, production, transportation or storage for oil, gas or other minerals. Laws, regulations and other enactments of various governmental entities, including the Colorado Oil and Gas Conservation Commission and the local county or municipality, govern oil and gas wells, drilling, production, operations and pipelines, including without limitation the issuance of well drilling permits and how close an operating oil and gas well, pipeline or production facility may be located next to a home. Purchasers of property within the community are encouraged to contact those entities, including the Colorado Oil and Gas Conservation Commission, and to otherwise investigate and assess these matters, including the risks associated with oil and gas operations. Buyer acknowledges that it has been afforded the opportunity to do so. This Section shall survive Closing.

40.2 **Hydraulic Fracturing.** Hydraulic fracturing, commonly referred to as "fracking", is the process of creating small cracks, or fractures, in underground geological formations to allow oil or natural gas to flow into the hole (commonly known as the "wellbore") drilled for extraction of oil or natural gas and thereby increase production and extraction of oil or natural gas. To fracture the underground formation, special fracturing fluids are injected down the wellbore and into the formation. These fluids typically consist of water, sand, and chemical additives. The pressure created by injecting the fluid opens the fractures. Sand is carried into the fractures by the fluid and keeps the fractures open to increase the flow of oil or natural gas to the well bore. The chemicals serve a variety of purposes, including reducing friction, controlling bacteria, and decreasing corrosion. Following the treatment, much of the fracturing fluid flows back up the wellbore and is collected at the surface in tanks or lined pits. The Colorado Oil and Gas Conservation Commission has regulations pertaining to the construction of wells with cemented surface and production casing to isolate groundwater aquifers from the area of fracking. In the event that the mineral lessees and operators of oil and gas wells elect to conduct fracking operations within or adjacent to on any portion of the Community, Seller makes no representation that any fracking will be conducted properly or that it is safe. Seller has no knowledge, and makes no representations, as to the effects, environmental or otherwise, of any current or future fracking of oil and gas wells within or in the vicinity of the Community or the effect on ground water within the Community. If the Property is located near any existing or future fracking operation, Buyer assumes all risks of owning property near such operations. Seller is not an oil and gas well operator and is not responsible for and does not control any fracking operation in the vicinity of the Property. Laws, regulations and other enactments of various

governmental entities, including the Colorado Oil and Gas Conservation Commission, govern fracking operations. Purchasers of property within the Community are encouraged to contact those entities, including the Colorado Oil and Gas Conservation Commission and to otherwise investigate and assess the risks associated with fracking operations. Buyer acknowledges that it has been afforded the opportunity to do so. This Section shall survive the closing.

[THE FOLLOWING CLAUSES SHOULD ONLY BE PUT IN THOSE DISCLOSURES WHERE SELLER SEVERED THE MINERAL INTEREST AND CONVEYED IT TO SELLER'S AFFILIATE AND WITH REGARD TO THE LAST SENTENCE WHERE A LEASE IS IN EFFECT.]

41. **Oil and Gas Facilities.** Certain mineral interests in the Community are owned by an affiliate of Seller, and that affiliate has or may lease its mineral interests to third-parties for the purpose of exploring for, developing, producing and marketing oil and gas substances. Seller's affiliate acquired the mineral interests subject to a relinquishment of any and all rights to use the surface of the leased premises for the purpose of conducting oil and gas operations. In addition, any oil and gas leases granted by Seller's affiliate to a third-party oil and gas company contains or will contain a provision that prohibits surface damage and the placement of any oil and gas wells on the leased premises, as well as a prohibition on the use of the surface of the leased premises for any purpose associated with oil and gas operations, including but not limited to access, exploration, development, production storage or transport of oil and gas substances. Buyer acknowledges that oil and gas operations could still be conducted off-site of the leased premises, and that directional or diagonal well drilling from such off-site location could occur in order to gain access to locations beneath the surface of the leased premises, and such operations could include hydraulic fracturing of hydrocarbon producing geologic formations beneath the surface of the leased premise in order to enhance the production of the off-site oil and gas wells. Neither Seller nor Seller's affiliate conducts any oil and gas well operations in the Community, and any such oil and gas operations are conducted solely by third-party oil and gas companies; however, Seller or its affiliate may retain a royalty interest or similar benefit from such operations. *[BUYER ACKNOWLEDGES THAT SELLER HAS INFORMED BUYER THAT AN OIL AND GAS LEASE HAS BEEN ENTERED INTO WITH RESPECT TO THE HOME WITHIN THE COMMUNITY AND A COPY OF SUCH LEASE HAS BEEN MADE AVAILABLE FOR BUYER'S REVIEW.]*

*[**OPTION WHEN APPLICABLE**]*

42. **Limited Number of Onsite Overflow and Guest Parking Spaces.** The availability of overflow and guest parking spaces within the Community is limited. Seller's designation of parking space(s) for Buyer's Home and for all other Homes and Lots in the Community conform with underlying governmental requirements and the approved Master Site Plan (as defined in the Declaration). Notwithstanding the foregoing, Seller cannot guarantee that the parking needs of multiple Owners, family members, tenants, occupants, guests and invitees of the Community will be fully accommodated at all times due to the limited number of onsite overflow and guest parking spaces. Moreover, the District shall have rights to enforce Community parking restrictions regarding guest parking pursuant to the provisions of the Declaration. Seller makes no representations or warranties regarding the availability of onsite guest and overflow parking for all Owners, family members, tenants, occupants, guests and invitees at any given time. For more information about parking spaces for Buyer's Home, and onsite overflow and guest parking spaces in the Community, Buyer should review the plot plans for Buyer's Home and the Master Site Plan, and contact the District, in order to evaluate the sufficiency and suitability of the Community parking for Buyer's specific needs.

43. **Access Prior to Closing.** Buyer acknowledges and agrees that Buyer may not: (i) store an item on or in the Homesite prior to closing; (ii) install any item on or in the Home or Homesite prior to closing such as speaker wire, flatwork, interior or exterior paint, landscaping, etc.; or (iii) park in the driveway of the Home or any home under construction.

44. **Availability of Telephone Service.** Telephone service may not be available to the Buyer until the telephone company has completed installation of necessary hardware at the Home. Accordingly, due to conditions beyond Seller's control, it is possible that Buyer's Home may be without telephone service immediately upon closing on the Home and Buyer is closing on the Home understanding the Home may be without telephone service and Seller has no control over when telephone service will be available for the Home.

44.1 Until such time as the proper hardware has been installed at the Home, Buyer may need to rely on cellular phone service or other means of communication until such time as the hardware installation is completed by the telephone company. Buyer should make the necessary arrangements with regard to this.

44.2 Buyer hereby releases the Seller, its officers, directors, employees, agents, parent, subsidiaries, affiliates, subcontractors, suppliers, heirs, personal representatives, successors, and assigns, with respect to any claims, demands or damages that the Buyer may have that are in any way related to the telephone service at the Home, the availability or unavailability of telephone service at the Home or the installation related to same.

45. **Addendum not a Substitute.** Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Document Book. For a more detailed explanation of any section contained in this Addendum, refer to the Document Book.

46. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

47. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

48. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:

a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

JD McCrumb

From: Kent Pedersen <kent.pedersen@lennar.com>
Sent: Thursday, March 11, 2021 8:31 AM
To: JD McCrumb
Subject: FW: Wild Plum district maintenance fee

Email below sent to the homeowners.

Thanks

KENT PEDERSEN

Vice President – Land Acquisition

LENNAR

9193 S. Jamaica Street, 4th Floor, Englewood, CO 80112

direct: (303) 486-5002 | mobile: (303) 807-1190

Kent.Pedersen@Lennar.com

From: John Field <JField@msiho.com>
Sent: Wednesday, March 10, 2021 11:29 AM
Subject: Wild Plum district maintenance fee

** External email from: JField@msiho.com. If suspicious, forward to: NotifySecurity@lennar.com **

All, good afternoon!

If you are included in this email you are either already enjoying your new home in Wild Plum, or you are in the purchase and build process with a future closing date. The Wild Plum community may be a new experience for many of you in that there is no homeowners association, and instead a metropolitan district. Metro districts are unique to Colorado and can be empowered to provide the same services as an HOA in terms of maintenance and covenant control, and that is the case here. The main difference in short is that an HOA is a non-profit corporation with all of you as members paying a monthly fee to cover expenses, and a District is a quasi-governmental entity with property taxing authority to cover most, but not all of the expenses of the district.

This email is specifically regarding the \$100 fee proposed to be paid monthly by each homeowner outside of the property mills to the district that was disclosed to all of you in the buying process. When the full maintenance obligations of the district were estimated, it was determined that the mills charged in the property tax won't be sufficient to cover what needs to be done and at the high level expected. This scenario is VERY common and exists in almost every district in the state that also exists to serve a community. The allowed taxing level is capped, and if more is needed to meet obligations, then that need is met with an outside fee.

The authority to create a district or an HOA or to even be permitted to develop a parcel into a beautiful community like yours in the first place rests with some combination of county, city, and town depending on where the parcel is located. That negotiation is always a give and take with the town/city/county holding most of the cards. The result is typically agreeing to certain design standards, open space requirements, and even taking on maintaining nearby town obligations having to be agreed to for the development to be given the green light. In the case of Wild Plum, The Town of Columbine is the authority, and the obligation to maintain four large native grass tracts was shifted to the Wild

Plum district mandatorily before permission to develop would be granted. The fee is primarily to cover those additional areas for maintenance.

Since your property values will forever be tied to its' appearance, the benefit of the arrangement is that Wild Plum can assure it is never an eye sore you cringe at every time you view what otherwise will be top tier development. The Town Of Columbine has a public process that requires that stakeholders in any added fee be given the chance to comment, and that chance is detailed below. Note that it is the hope of the district that this is just a formality and that the fee will simply be approved as the alternative is maintenance dollars stretched too thin. Here is that comment information:

The Wild Plum Metro District/Lennar has requested that the Town of Columbine Valley approve a One Hundred Dollar (\$100.00) per month Open Space Maintenance Fee to be imposed by the Wild Plum Metro District. This request will be on the Agenda of the Board of Trustees of the Town of Columbine Valley at its meeting scheduled for March 16, 2021 at the hour of 6:30 PM. As you will directly be impacted by this request, the Board of Trustees would like to receive feedback from you concerning this request and you are therefore invited to participate in this meeting.

Participation at the Board of Trustees Meeting is accommodated virtually due to COVID-19 precautions. A link to participate will be on the homepage at www.columbinevalley.org or comments may be submitted to jdmccrumb@columbinevalley.org any time before 4:00 p.m. on March 16, 2021.

Thank you,

John Field

President

MSI, LLC

11002 Benton St.

Westminster, CO 80020

Direct: (720) 974-4123


Fax: (303) 420-6611

jfield@msiho.com



Professionals In Association Management

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Request for Board of Trustee Action

Date: March 16, 2021

Title: Termination of IGA w Arapahoe County

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: The Town signed an agreement in 2003 to help cover the hazardous materials responses in the town. The response capability has changed dramatically since then and the board established by the IGA voted to sunset the regional hazardous materials board. As such, our attorney indicated the signing members need to also sign the IGA dissolving the original IGA. An updated Hazard Mitigation Plan will be presented to the Board in April.

Attachments: Letter from N. Fogg, Chair Regional Hazard Mitigation Board
IGA Terminating Regional Hazardous Materials Board
Original IGA Signed by the Town in 2003

Recommended Motion: "I move to amend the direction provided to staff on September 19, 2017 regarding hydraulic bollards and pursue a gate as illustrated in option 2 presented. Staff should work with the developer to have installed the best operational and long-term functionality gate possible."



Regional Hazardous Materials Board of Arapahoe/Douglas Counties

December 30, 2020

Dear Board Member,

This is a follow up to my letter from earlier in the year where I indicated the members of the Regional Hazardous Materials Board of Arapahoe/Douglas Counties began a discussion on the future of the Board and would report to you all with a decision by November 2019. We missed the deadline based on a lack of quorum in our November session. The Board reconvened in December under a special meeting.

The Board considered two ideas. The first was the sun setting of the group and dissolution of the IGA. The second idea involved renegotiating the IGA to create an authority board that included a Full-Time Employee and governance by a board elected member jurisdictions and agencies. Each option was evaluated, along with a third developed by the operations group (trying to coordinate multiagency training and response). The study around creating an authority board came back excessively cost prohibitive for several agencies, with yearly contributions ranging from over \$45,000 to \$300. This option was voted down at the December meeting. The multiagency coordination group was not able to present a plan, and thus was not considered a viable option.

Based on the above presentations, the remaining option was the sun setting of the Board via a dissolution IGA. Based on that, the Board's attorney Bob Cole of Collins, Cockrel, and Cole, drafted the attached IGA for your review and adoption through your Commissions, Councils, and Boards.

You can see from the attached ledger, the Board maintains an account balance. Those funds will be returned, after legal expenses, to each contributing member proportionally by assessed value, the same way in which dues were collected.

During the course of deliberations, the member agencies concluded they have sufficient agreements, apparatus, and training in place to absorb these changes without a decrease in service levels, response capability, or public safety. The initial establishment of the Board pre-dates the terror attacks of 9/11. Since those horrendous attacks, the response, funding, and training environment around hazardous materials response changed and created a system that scaled across the metropolitan area and does many similar functions as the Board.

We are proud to have reached the conclusion that this entity met the needs of its members by providing funding, planning, training, and equipment to dozens of agencies across Arapahoe and Douglas Counties. We are further encouraged that our model was largely copied and is in place at the regional level. That is a credit to those who founded the Board and Team.



Regional Hazardous Materials Board of Arapahoe/Douglas Counties

Special thanks go to the Sheriffs of Arapahoe and Douglas Counties along with the Fire Chiefs of each agency who participated. Additionally, each of the member municipalities contributed funding and expertise. Without their efforts and vision all those years ago, we could not have accomplished all we did in the last two decades.

It is been an honor to serve as member of Board and then Chairman over the last six years. If you have any questions, please contact me directly at nfogg@araphoegov.com

Sincerely,



Nathan Fogg, Chair

**INTERGOVERNMENTAL AGREEMENT (“IGA”)
TERMINATING THE REGIONAL HAZARDOUS MATERIALS BOARD
OF ARAPAHOE/DOUGLAS COUNTIES (“RHMBADC”)**

This IGA is made and entered into by and between Arapahoe County, Bennett Fire Protection District, Byers Fire Protection District, Town of Castle Rock, City of Centennial, Town of Columbine Valley, Deer Trail Fire Protection District, Douglas County, City of Englewood, Town of Foxfield, Franktown Fire Protection District, City of Glendale, City of Greenwood Village, Jackson 105 Fire Protection District, Town of Larkspur, Larkspur Fire Protection District, City of Littleton, City of Lone Tree, Town of Parker, City of Sheridan, South Metro Fire Rescue Fire Protection District, Skyline Fire Protection District, Strasburg Fire Protection District, and West Douglas County Fire Protection District, hereinafter referred to as “RHMBADC Operational Members” or “Parties.”

RECITALS

- A. The Parties are counties, municipalities, and fire protection districts organized and operating pursuant to Colorado law and providing emergency services in Arapahoe and Douglas Counties; and
- B. All of the Parties were original Parties to the 2003 IGA creating RHMBADC; and
- C. Paragraph 26 of the 2003 IGA provides that it may be amended from time to time by subsequent written IGA duly authorized by all of the Parties to the 2003 IGA; and
- D. RHMBADC was created by the Parties to comply with federal and state law regarding the coordination of local government responses to releases of hazardous materials and incidents; and
- E. RHMBADC was designed to enable and encourage the mutual cooperation of the Parties with respect to planning and responding to hazardous materials incidents; and
- F. The methods and capacities for managing hazardous materials incidents have changed substantially since 2003; and
- G. These changes have supplanted RHMBADC as the most effective way in which to coordinate these emergency service activities; and
- H. The Parties have determined that RHMBADC should be terminated and that they should withdraw from the 2003 IGA.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of 2003 IGA. The Parties hereby terminate the 2003 IGA and RHMBADC, effective upon the signatures of all Parties hereto.

2. Wind-up of Affairs of RHMBADC. The Board of Directors of RHMBADC is hereby directed to wind up the affairs of RHMBADC in accordance with the terms of the 2003 IGA. Any remaining funds held by RHMBADC shall be distributed to the counties and municipalities which contributed such funds based on the proportionate share of assessed valuation as provided in paragraph 12 of the 2003 IGA.

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed effective as of the date and year first written above.

[SIGNATURES ON FOLLOWING PAGES]

**INTERGOVERNMENTAL AGREEMENT
TERMINATING THE REGIONAL HAZARDOUS MATERIALS BOARD
OF ARAPAHOE/DOUGLAS COUNTIES**

TOWN OF COLUMBINE VALLEY

By: _____

Name: _____

Title: Mayor

Date: _____

By: _____

Name: _____

Title: Town Clerk

Date: _____

(RHMBADC)

**REGIONAL HAZARDOUS MATERIALS BOARD OF ARAPAHOE/DOUGLAS
COUNTIES**

RECIPROCAL HAZARDOUS MATERIAL INCIDENT

INTERGOVERNMENTAL AGREEMENT ("IGA")

This IGA is made and entered into this 31st day of March, 2003 by and between Arapahoe County, Bennett Fire Rescue, Byers Volunteer Fire Department, Town of Castle Rock, City of Centennial, Town of Columbine Valley, Cunningham Fire Protection District, Deer Trail Fire Protection District, Douglas County, City of Englewood, Town of Foxfield, Franktown Fire Protection District, City of Glendale, City of Greenwood Village, Jackson 105 Fire Protection District, Town of Larkspur, Larkspur Fire Protection District, City of Littleton, City of Lone Tree, Town of Parker, Parker Fire Protection District, City of Sheridan, South Metro Fire and Rescue, Skyline Fire Protection District, Strasburg Fire & Rescue, West Douglas County Fire Protection District hereinafter referred to as "RHMBADC Operational Members" or "Parties."

RECITALS

- A. WHEREAS, Section 29-22-102(3)(a) and (b), C.R.S., requires that the governing bodies of every town, city and county designate an emergency response authority ("DERA") responsible for hazardous substance incidents occurring within the respective jurisdictions of the governing bodies; and
- B. WHEREAS, the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 USC Section 11001 *et seq.*, otherwise known as Title III of the Superfund Amendment and Reauthorization Act ("SARA Title III") Pub. L. 99-499, requires the establishment of local emergency planning districts and committees ("LEPCs") who establish emergency response plans, hazardous chemical reporting requirements and ensure emergency notification from a fixed facility upon a release; and
- C. WHEREAS, part 26, article 32, title 24, C.R.S., provides for implementation within Colorado of the EPCRA; and
- D. WHEREAS, Section 18 (2) (a) and (2) (b) of Article XIV of the Colorado Constitution and Section 29-1-201, C.R.S., permit and encourage governments to enter into contracts to make the most effective use of their resources for the benefit of the public; and
- E. WHEREAS, Section 29-1-203, C.R.S., authorizes the State of Colorado and its political subdivisions to enter into contracts to provide functions or services, including the sharing of costs of such functions or services, which each of the contracting parties may be authorized to provide; and

**RHMBADC IGA
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- F. WHEREAS, Section 29-22-103(3), C.R.S., encourages mutual aid agreements between emergency response authorities for the purpose of enhancing the response to hazardous substance incidents and establishing procedures for, among other things, utilizing equipment, sharing technical assistance and promoting the safe handling of hazardous substance incidents; and
- G. WHEREAS, hazardous materials incidents may arise in one or more of the Parties' jurisdictions, resulting in response demands that exceed the personnel, equipment and/or expertise of that particular Party; and
- H. WHEREAS, the Parties wish to enter into this IGA for the purpose of establishing a separate governmental entity know as the Regional Hazardous Materials Board of Arapahoe Douglas Counties ("RHMBADC") to replace the existing Arapahoe County Hazardous Materials Board, for purposes of conducting joint hazardous materials activities including without limitation, planning, information management, initial response, equipment procurement and sharing, personnel procurement and training, reimbursement and financial management; and
- I. WHEREAS, the Parties wish to facilitate participation in such joint hazardous materials activities by other agencies and entities with capabilities or responsibilities related to hazardous materials activities, which other agencies and entities, upon joining the RHMBADC as provided herein shall be known as "Planning Members," and which along with the RHMBADC Operational Members, shall be referred to collectively as "RHMBADC Members"; and
- J. WHEREAS, to receive the RHMBADC Members resource(s), it is cost effective for each of the RHMBADC Members to make available during a hazardous materials incident, its own resources to other affected RHMBADC Members; and
- K. WHEREAS, it is in the best interests of the public and each RHMBADC Member to have access to hazardous materials response resources of other RHMBADC Members to supplement their own resources during a hazardous materials incident; and
- L. WHEREAS, establishment of the RHMBADC will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants within all the participating Parties' jurisdictions;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits that will inure to the public and the Parties, and the mutual covenants by and between each of the Parties, it is agreed as follows:

1. Establishment of RHMBADC. The Regional Hazardous Materials Association of Arapahoe Douglas Counties ("RHMBADC") is hereby established as a separate governmental entity,

*RHMBADC IGA
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in accordance with Section 18 (2) (a) and (2) (b) of Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, C.R.S.

2. Purpose. This IGA is entered into for the express purpose of creating RHMBADC and the mutual cooperation between the RHMBADC Members for hazardous substance planning under EPCRA and Sections 24-32-2601, *et seq.*, C.R.S. (LEPC function), and in the event of the occurrence of hazardous substance incidents it is intended to provide for the planning and initial emergency action necessary to minimize the effects of the hazardous substance incidents under Article 22 of Title 29, C.R.S. (DERA function). The RHMBADC Members have entered into this IGA and agree to participate in RHMBADC in reliance upon the rights, obligations and immunities conferred upon them by these statutes. In pursuing its LEPC and DERA support functions, RHMBADC shall exist for the purposes of coordinated planning, information management and reporting, training, education, coordination, rapid deployment of qualified personnel and proper equipment for pre- and initial hazardous substance emergency action and the financial management necessary to achieve the purposes of the IGA and minimize the effects of hazardous substance incidents within Arapahoe and Douglas Counties. This IGA is not intended to, nor shall it be construed to, affect or extend the legal responsibilities of any of RHMBADC Member except as expressly provided herein; create or extend any legal rights to any person from any RHMBADC Member that do not otherwise exist in the absence of this IGA; or, to waive any claims which may arise as a result of a hazardous materials incident, including claims for reimbursement from persons responsible for hazardous substance incident or from any emergency response funds created under state or federal law.
3. Definitions. As used herein the terms "hazardous material incident" and "hazardous substance incident" shall be synonymous and shall have the same meaning as provided in Section 29-22-101(2), C.R.S., as amended from time to time.
4. Membership. There shall be two categories of membership in RHMBADC.
 - A. Operational Members. Parties to this IGA shall be Operational Members of RHMBADC. Each Operational Member shall name one representative as a full voting member of the Board of Directors of RHMBADC. Each Operational Member may also designate an alternate for the purpose of attending meetings and voting in the absence of the designated representative. Operational Member representatives shall comprise the RHMBADC Board of Directors.
 - B. Planning Members. All other members of RHMBADC shall be designated as Planning Members, with voting privileges limited to issues related to the LEPC function as may be provided in the RHMBADC Bylaws. As required by EPCRA, in its function as the LEPC, RHMBADC shall include representatives ("Planning Members") from the following groups as such representatives are available, are approved for membership by the Colorado Emergency Planning Commission after nomination to the Arapahoe or Douglas County Board of Commissioners, and agree to participate as RHMBADC Planning Members as further provided in the Bylaws:

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- a. elected state and local officials,
 - b. law enforcement,
 - c. civil defense,
 - d. fire fighting,
 - e. first aid,
 - f. health,
 - g. local environmental interests,
 - h. hospital and transportation personnel,
 - i. broadcast and print media,
 - j. community groups,
 - k. owners and operators of facilities subject to reporting requirements,
 - l. federal, state or local government departments and agencies involved in hazardous materials related activities or emergency planning, and
 - m. persons designated by the RHMBADC Board of Directors, the Arapahoe County Sheriff, the Douglas County Sheriff, or the Board of County Commissioners as necessary to meet the intent of the EPCRA.
5. Board of Directors. A Board of Directors consisting of the designated representatives of the RHMBADC Operational Members shall govern the business and affairs of RHMBADC. Officers of RHMBADC shall be elected from among the Operational Members' representatives as provided in the Bylaws. The elected Treasurer of RHMBADC shall have the primary responsibility of managing the financial resources of RHMBADC with oversight by the Board of Directors as further provided in the Bylaws.
 6. Bylaws. The RHMBADC Board of Directors shall, by a two-thirds (2/3) vote, enact and from time to time amend bylaws ("Bylaws") to govern the organization and operation of RHMBADC.
 7. LEPC Authority. RHMBADC Operational Members and Planning Members shall jointly constitute a subcommittee with the authority and responsibility to function as the LEPC for Arapahoe and Douglas Counties pursuant to the EPCRA and Section 24-32-2604, C.R.S. . Specific LEPC functions required of the subcommittee shall be enumerated in the Bylaws.
 8. DERA Responsibilities. Nothing in this IGA shall be deemed to alter the authority of any existing DERA pursuant to Section 29-22-102(3), C.R.S., except for coordination of cost reimbursement as described herein. A response by RHMBADC team(s) and equipment to a hazardous substance incident under this Agreement shall be under the operational control of the DERA, and shall not alter the responsibility of the DERA in whose jurisdiction the incident occurs to command the response. All Parties hereto hereby delegate to RHMBADC their DERA authority to seek cost reimbursement for hazardous substance incidents involving a response by RHMBADC teams or equipment.
 9. Cost Reimbursement. Whenever a response to a hazardous substance incident involves RHMBADC team(s) or equipment, the Parties agree that RHMBADC shall function as

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coordinator of claims for reimbursement of costs incurred by all responding RHMBADC Members (including the DERA). The Board of Directors shall adopt procedures for preparing and submitting requests for cost reimbursement and allocation of reimbursement revenue. The RHMBADC shall timely submit the coordinated claim on behalf of itself, the DERA and the responding RHMBADC Members. Should such reimbursement proceeds be less than the total costs of all RHMBADC Members (including the DERA) involved in the incident response, reimbursement to all such RHMBADC Members (including the DERA) shall be reduced in a proportionate manner. Unreimbursed costs incurred by RHMBADC team(s) or equipment shall be absorbed by the RHMBADC members involved in the incident. Any reimbursement of costs coordinated by RHMBADC shall follow the rules for reimbursement ("Rules") as promulgated by Colorado Department of Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S. Claims for reimbursement shall be submitted to RHMBADC within 15 days following the date the incident scene is declared safe by the DERA. All Parties to this Agreement and all Planning Members, by participating in RHMBADC waive any rights to seek reimbursement for an incident for which RHMBADC has been delegated reimbursement authority, except through RHMBADC, and authorize RHMBADC to settle and compromise any claim for reimbursement following procedures adopted by the Board of Directors.

10. Response Area. It is the intent of the parties that the primary response area of RHMBADC shall be limited to Arapahoe and Douglas Counties. Upon written agreement signed by two-thirds (2/3) of the Board of Directors, RHMBADC may enter into agreements to provide assistance outside Arapahoe or Douglas Counties.
11. RHMBADC Response. Whenever the DERA determines that a hazardous substance incident within its jurisdiction requires RHMBADC personnel or resources, a request for RHMBADC assistance shall be made. Upon receiving a request for assistance, the RHMBADC Response Team will respond to the location of the hazardous substance incident with available and qualified personnel and equipment. For the duration of the hazardous substance incident, the responding RHMBADC Team(s) and/or RHMBADC Member personnel shall defer to the DERA for designation of Incident Commander. The Response Team will be responsible for mitigating and preventing further danger to life, property, and environment, but will not be responsible for clean up or disposal of hazardous substances.
12. Funding and Property. Hazardous materials incident response costs and reimbursement shall be the responsibility of the responding Members pursuant to Section 9 of this Agreement. The Board's annual budget will be determined by the Operational Members. Annual revenues, exclusive of hazardous materials incident response costs and responsible party reimbursement, shall be paid by the Counties and Municipalities that are Operational Members. County and Municipal annual charges shall be the proportionate share of the annual budget based on assessed valuation. County and Municipal annual charges are subject to formal approval by the governing body of each individual County or Municipal Operational Member. The procedures for budgeting, setting contributions and approvals by the governing body of each County or Municipal Operational Member shall be detailed in

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the Bylaws. It is the intent of the Parties that financial support of RHMBADC functions and equipment, as well as reliance on RHMBADC equipment and expertise, shall be shared among the County and Municipal Operational Members. Annual payments by counties or municipalities and equipment, training and personnel by districts to RHMBADC shall be considered payment for services provided by RHMBADC. To the extent possible, RHMBADC shall at all times operate as an enterprise pursuant to Article X, Section 20 of the Colorado Constitution.

13. RHMBADC Response Team. It is anticipated that RHMBADC will respond to incidents through the existing Response Team organized pursuant to Arapahoe County Hazardous Materials Board Agreements between Arapahoe County and other Members, and which consists of individuals from various RHMBADC Members and equipment funded by RHMBADC responding and working as a single unit.
14. Employees of RHMBADC Members. When providing any services pursuant to this IGA, including responding to a hazardous materials incident and providing services in furtherance of the EPCRA under this IGA, employees of RHMBADC Members shall at all times remain and act as employees of their respective RHMBADC Member, subject to the terms of this IGA. RHMBADC Members shall remain responsible for the compensation, benefits and insurance of such employees at all times.
15. Termination. Any RHMBADC Operational Member may terminate or withdraw from this IGA for any or no reason upon ninety (90) days written notice in advance of January 1 of any year to the RHMBADC Board of Directors. Such written notice shall serve as a formal amendment to this Agreement and negate the need for further amendment. Any dues, donations or other payments owing at the time of withdrawal shall be paid prior to withdrawal, and any amounts previously paid shall not be reimbursed upon withdrawal from RHMBADC. Any Planning Member may withdraw at any time upon written notice to the RHMBADC Board of Directors, subject to the same reimbursement rights and obligations.
16. Additional Operational Members. Agencies desiring to join RHMBADC as Operational Members subsequent to its initial organization shall execute a copy of this Agreement and a separate agreement with the RHMBADC Board of Directors that adheres to the policies and principles herein, and pay accumulated dues, capital contributions or other assessments as determined at the discretion of the Board of Directors. Such Agreements for Operational Members shall be approved by a majority vote of the of the Board of Directors. Upon delegation of an Operational Member's DERA authority to another entity, such entity shall become an Operation Member upon executing such agreements and approval by the Board of Directors.
17. Books and Records. The Board shall maintain adequate and correct accounts of the RHMBADC funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents. The Board shall cause to be conducted an annual audit, which audit shall be conducted by an

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independent accountant licensed to practice in the State of Colorado. The Board shall tender a copy of said audit to the governing bodies of the respective parties.

18. Reports. Within thirty (30) days after the end of each fiscal year, the Board shall prepare and present to the respective city councils, town boards, boards of directors of the fire districts/departments, boards of county commissioners for Arapahoe and Douglas Counties, a comprehensive annual report of the Boards activities and finances during the preceding year.

The Board shall also prepare and present such report(s) as may be required by law, regulation or contract to any authorized federal, state, or local official(s) to whom such report is required to be made in the course and operation of the Board.

19. Governmental Immunity. Nothing in this IGA shall be construed as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or defenses provided to, or enjoyed by, any of the RHMBADC Members under common law or pursuant to statute including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S. and Sections 24-32-2604, *et seq.*, C.R.S.
20. Worker Compensation and Pension Benefits. Pursuant to Sections 29-5-109, and 29-5-110, C.R.S., and this IGA, if any personnel of a responding RHMBADC Member is injured, disabled, or dies as a result of performing services within the boundaries of another jurisdiction, said individual shall remain covered by, and eligible for, the workers' compensation and pension benefits, including disability, death, and survivor benefits, to which the individual would otherwise be entitled if the injury, disability, or death had occurred within the jurisdictional boundaries of the responding RHMBADC Member.
21. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing agreements between RHMBADC Members regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, including Arapahoe County Hazardous Materials Board Agreements between Arapahoe County and other Members. This IGA shall not affect or supersede any other agreements, including mutual aid agreements between RHMBADC Members except as such agreements relate to responses to hazardous substance incidents and actions or responsibilities under EPCRA
22. Whole Agreement. This IGA embodies the whole agreement between the parties regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, except for incidents that do not require the assistance of other RHMBADC Members or RHMBADC, and there are no inducements, promises, terms, conditions or other obligations made or entered into by the parties other than those contained herein.
23. Successors and Assigns. This IGA shall be binding upon the parties hereto, their respective successors or assigns, but may not be assigned by any party without the express written consent of the other parties.

RHMBADC IGA
06/07/04

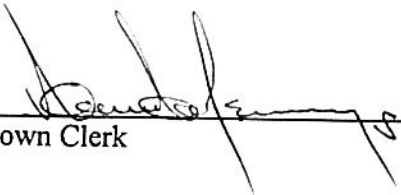
24. Severable. All terms contained in this IGA are severable and in the event that a court of competent jurisdiction shall hold any of them invalid, this IGA shall be interpreted as if such invalid term or condition is not contained herein.
25. Authorization. The signatories to this IGA affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this IGA have been made.
26. Amendment. This IGA may be amended from time to time by written IGA duly authorized by all the parties to this IGA. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.
27. No Third Party Beneficiaries. This IGA does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.
28. Recording. This IGA, or a memorandum of this IGA, may be recorded in the records of the Arapahoe and Douglas Counties' Clerk and Recorder.
29. Effective Date. This IGA shall be effective upon approval by each of the RHMBADC Operational Members named herein, as evidenced by such duly passed resolution, ordinance or other appropriate authorization of each, and the execution of this IGA by the Operational Members' authorized representatives.

WHEREFORE, the duly authorized representatives of RHMBADC Operational Members hereto have executed this Reciprocal Hazardous Material Incident Intergovernmental Agreement effective as of the date and year first written above.

*RHMBADC IGA
06/07/04*

REGIONAL HAZARDOUS MATERIALS BOARD OF ARAPAHOE/DOUGLAS
COUNTIES
RECIPROCAL HAZARDOUS MATERIAL INCIDENT
INTERGOVERNMENTAL AGREEMENT ("IGA")
2003

Town of Columbine Valley


Town Clerk


Mayor

APR 23 2003

RHMBADC IGA
04/01/03



Request for Board of Trustee Action

- Date:** March 16, 2021
- Title:** Planning and Zoning Commission Appointment
- Presented By:** J.D. McCrumb, Town Administrator; Sandy Graham, P&Z Chair
- Prepared By:** J.D. McCrumb, Town Administrator
- Background:** Per section 2.44.020 of the Columbine Valley Municipal Code, the Board of Trustees may appoint up to seven qualified individuals to serve in the capacity of Planning and Zoning Commissioner and up to three qualified individuals to serve in the capacity of Alternate Commissioner. Each Commissioner is appointed to a term of four years.
- Since the resignation of Marilyn Meister in August of 2020 the Commission has had a vacancy. In February of this year Alternate member Hailey Theil was selected to fill the vacancy, leaving one vacant alternate post.
- In early February, Mrs. Cinamon Watson was interviewed by Chairwoman Graham and J.D. McCrumb, having previously been recommended for the post by Mayor Palmer.
- Staff Recommendations:** Approve Cinamon Watson for an appointment to the Planning and Zoning Commission as an Alternate Member, to fill a vacated seat through January 17, 2022.
- Recommended Motion:** "I move to approve Cinamon Watson for an appointment to the Planning and Zoning Commission as an Alternate Member, to fill a vacated seat through January 17, 2022."

Cinamon Watson resides in Villa Avignon in Brookhaven. Professionally she is a Principal at Catalyst Public Affairs. A graduate of the University of Colorado, Cinamon is an active member of the community and serves on several boards and regularly volunteers. She is an avid sports fan and enjoys globe-trotting, all things art, a good book, and skiing. As fly-fishing was a key component of her marriage vows, she and her husband also spend a fair amount of time on the river. When the stress of life reaches a tipping point, you can find Cinamon hanging out in an art museum staring at one of her favorite paintings. In addition to achieving world peace, her life goal is be the best aunt ever to her three amazing, talented nieces and hard-charging nephew.



Request for Board of Trustee Action

Date: March 16, 2021

Title: Wild Plum Emergency Access Barrier Modification

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: Since shortly after the approval of the Wild Plum development, the developer and staff have been pursuing the installation of bollards as a means to stop non-emergency traffic between Latigo Place and Damsire Drive (Tract F). The Wild Plum Final Development Plat and Plan documents as adopted are silent on the issue of bollards as a means to block non-emergency traffic from traversing Tract F. In the first reading of Trustee Bill #4, 2017, the ordinance adopting the development, the motion to approve included the following direction "Staff should continue to work with the developer on the design of the Emergency Access as proposed by P&Z between streets B & C in Tract F while ensuring that it cannot be used for vehicle traffic other than emergencies. Final approval of the emergency access area including the barrier design shall be approved by the Board of Trustees."

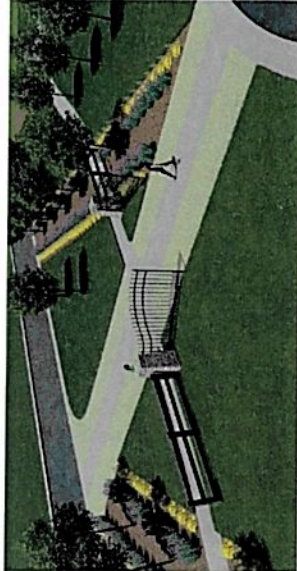
At their meeting on September 19, 2017, the Trustees were presented with three types of barriers for the Wild Plum development emergency access for their consideration. A pneumatic bollard, a hydraulic bollard, and an automatic gate were all discussed including pros and cons of each option. At that time, staff recommended, and the Trustees approved the installation of three hydraulic bollards in Tract F.

Since that time, the developer and Town staff have been seeking the appropriate solution. To date, no demonstrated solution has been identified. Concerns include initial cost of purchase and installation (developer), reliable access and functionality (fire department), and long-term ability to maintain (Town). Accordingly, the developer is requesting, and staff is recommending that the Trustees modify their direction and permit the installation of a gate on Tract F that will realize the same result of non-emergency vehicle traffic, aesthetic appeal, and passage by golf carts, pedestrians, bicycles, etc. Staff recommends the OPTION 2 gate, with manual functionality.

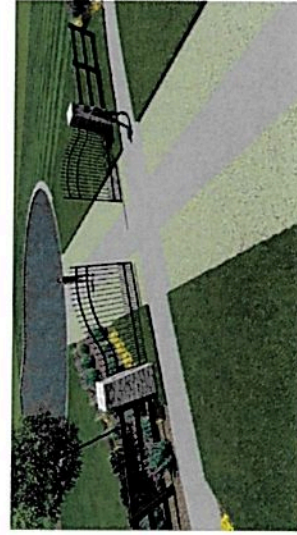
Recommended Motion: "I move to amend the direction provided to staff on September 19, 2017 regarding hydraulic bollards and pursue a gate as illustrated in option 2 presented. Staff should work with the developer to have installed the best operational and long-term functionality gate possible."



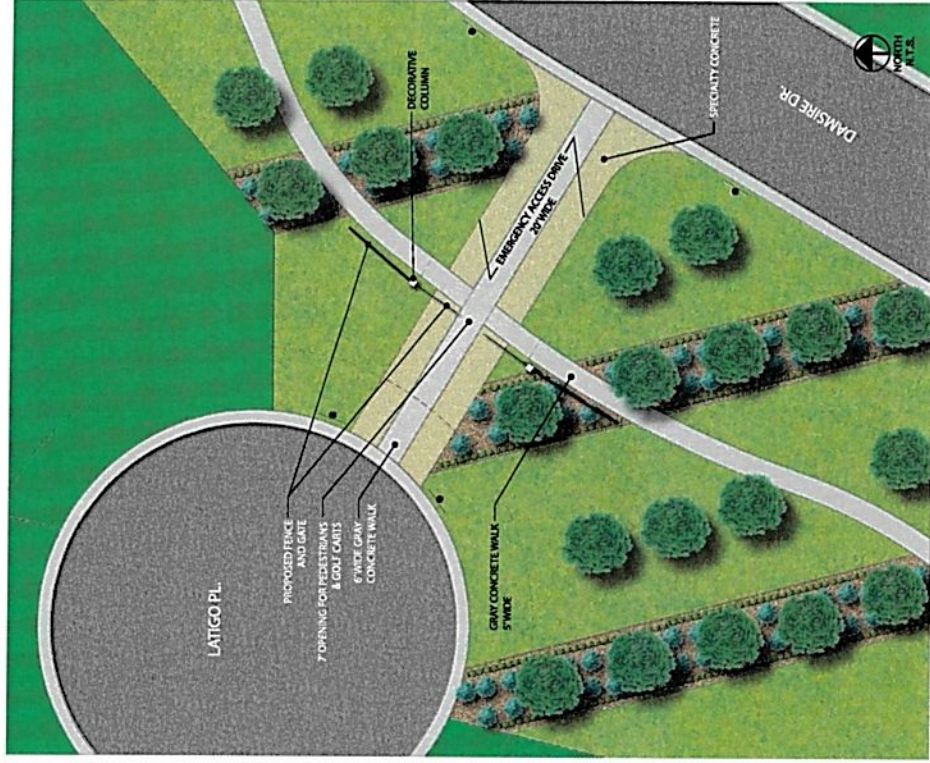
PERSPECTIVE (LOOKING EAST)



PERSPECTIVE (LOOKING SOUTH EAST)



PERSPECTIVE (LOOKING WEST)



EMERGENCY ACCESS PLAN VIEW

- FENCING AND COLUMNS TO MATCH THE STYLE OF OTHER ON-SITE FENCING & COLUMNS.
- IRON STYLE DECORATIVE GATE.
- MANUAL OR ELECTRONIC OPERATION (DEPENDING ON FIRE DEPARTMENT / TOWN APPROVAL)

EMERGENCY ACCESS EXHIBIT

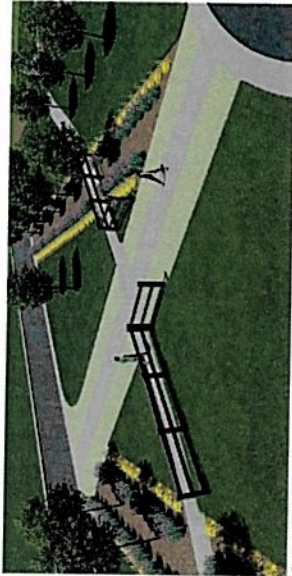
PREPARED BY:
PCS Group INC
PO BOX 18287
Denver, CO 80218

PREPARED FOR:
LEWNER
9193 S. Jamaica Street, 4th Floor,
Englewood, CO 80112

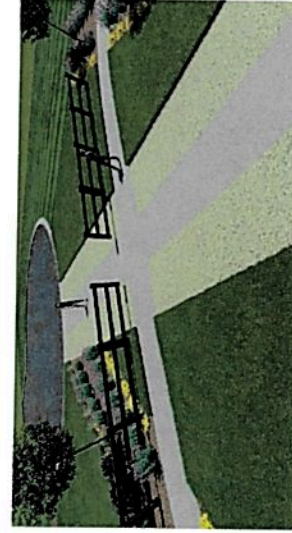
GATE OPTION 1



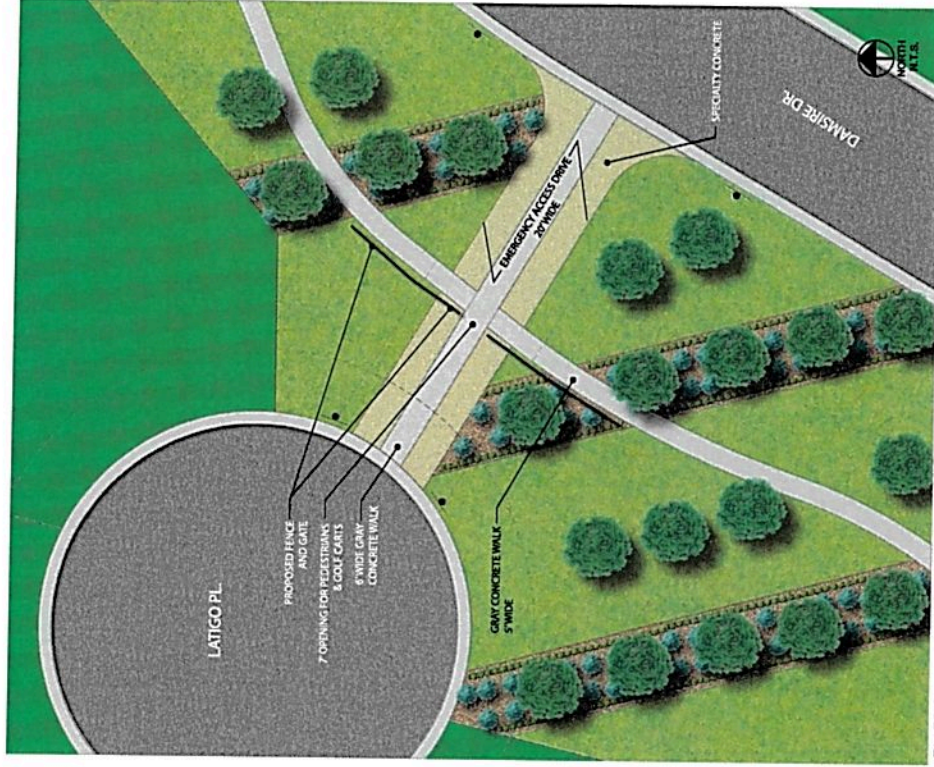
PERSPECTIVE (LOOKING EAST)



PERSPECTIVE (LOOKING SOUTH EAST)



PERSPECTIVE (LOOKING WEST)



EMERGENCY ACCESS PLAN VIEW

- FENCING AND GATE TO MATCH OTHER ON-SITE FENCING STYLE.
- MANUAL OR ELECTRONIC OPERATION (DEPENDING ON FIRE DEPARTMENT / TOWN APPROVAL)

EMERGENCY ACCESS EXHIBIT

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February 2021

GATE OPTION 2



Request for Board of Trustee Action

Date: March 16, 2021

Title: Authority TA to sign IGA

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: The Town continues to pursue an opportunity to offer its citizenry COVID vaccinations. Staff has been engaged with the Town of Bow Mar to secure a shared clinic. As these conversations progress, and to schedule a clinic at the earliest possible date, the Town Administrator seeks authority to sign an IGA with the Town of Bow Mar that outlines cost sharing and logistics to facilitate a clinic.

Recommended Motion: “I move to extend authority to the Town Administrator to sign an IGA with the Town of Bow Mar, that would facilitate a COVID vaccination clinic in Columbine Valley with the following parameters.....”