

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

March 19, 2024

6:30PM

A G E N D A

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 20, 2024 Minutes
 - b. Updated Public Safety IGA with Bow Mar

5. REPORTS
 - a. Mayor
 - b. Trustees
 - c. Finance Report
 - d. Town Administrator
 - e. Chief of Police

6. PRESENTATIONS
 - a. Sandy Graham Recognition Mr. McCrumb
 - b. Building Department IGA w Bow Mar Mr. McCrumb
 - c. 2024 Street and Infrastructure Program Mr. Hayden

7. OLD BUSINESS
 - a. Public Hearing for Trustee Bill #1 – 2024 WP 2nd Plat Amendment
 - i. Trustee Bill #1 – 2024 (2nd Reading) Mr. Kaslon
 - b. Public Hearing for Trustee Bill #2 – 2024 Flood Plain Amendment
 - i. Trustee Bill #2 – 2024 (2nd Reading) Mr. McCrumb
 - c. Public Hearing for Trustee Bill #3 – 2024 Adopt updated Fire Code
 - i. Trustee Bill #3 – 2024 (2nd Reading) Mr. McCrumb

8. NEW BUSINESS
 - a. Trustee Bill #4 – 2024 WP 2nd FDP Amendment (1st Reading) Mr. Kaslon
 - i. Set Public Hearing for April 16, 2024
 - b. Trustee Bill #5 – 2024 Watson FDP Expiration (1st Reading) Mr. Schiller
 - i. Set Public Hearing for April 16, 2024
 - c. Resolution #4 – 2024 Capital Improvement Plan Mr. McCrumb
 - d. Resolution #5 – 2024 Opposition to HB 24-1152 Mr. Schiller
 - e. Appointments to Board of Adjustments Mr. McCrumb

9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
January 16, 2024

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

Trustees: Roy Palmer*, Bill Dotson, Mike Giesen, Ed Icenogle, Jim Tarpey,
and Al Timothy*
Also present: Lee Schiller, J.D. McCrumb, Jamie Milliman, and Diane Rodriguez
** participated virtually*

PUBLIC COMMENT: John Cheney, 5 Wild Plum Ct – Pres. of WP Metro district, opposes TB#1.

CONSENT AGENDA

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Giesen, the Board of Trustees unanimously approved the consent agenda.

REPORTS

- A. Mayor Pro Tem Dotson asked Chief Cottrell to introduce new PD officers Akins, De La Vara, Essman, and Rollins. Mayor Palmer had no report.
- B. The Trustees expressed a desire to recognize Sandy Graham’s service to the Town and asked staff to prepare a proposal for consideration.
- C. Mrs. Rodriguez reviewed the January 2024 financials as presented in the Trustees Packet.
- D. Mr. McCrumb reviewed his report as presented in the Trustees Packet.
- E. Chief Cottrell reviewed his report as presented in the Trustee Packet.

PRESENTATIONS: Mr. McCrumb presented the draft 2024 Capital Improvement Program and the Trustees directed staff to bring back a final version to act on in March.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Resolution #2-2024: Mr. Schiller presented the resolution. The Trustees asked clarifying questions and discussed the appropriate fee to charge for audits. The Trustees directed the fee to be \$100.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Giesen, the Board of Trustees unanimously approved Resolution #2-2024 with a \$100 fee.

Resolution #3-2024: Mr. McCrumb presented the resolution. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Giesen, the Board of Trustees unanimously approved Resolution #3-2024.

Public Safety IGA: Chief Cottrell presented the IGA. The Trustees asked clarifying questions. Mr. Schiller noted a typo in paragraph 6E and noted the word “subsequent” should be changed to “prior”.

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Icenogle, the Board of Trustees unanimously approved the IGA as corrected.

Trustee Bill #1 – WP 2nd Plat Amendment (1st Reading): Mr. Kaslon and Mr. Schiller presented the ordinance. Mr. Schiller proposed meeting with Mr. Cheney prior to the second reading.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Giesen, the Board of Trustees unanimously approved Trustee Bill #1-2024 on 1st reading and set a public hearing for March 19, 2024.

Trustee Bill #2 – Flood Plain Amendment (1st Reading): Mr. Carmann presented the ordinance.

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Icenogle, the Board of Trustees unanimously approved Trustee Bill #2-2024 on 1st reading and set a public hearing for March 19, 2024.

Trustee Bill #3 – Fire Code Update (1st Reading): Mr. McCrumb presented the ordinance.

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Giesen, the Board of Trustees unanimously approved Trustee Bill #3-2024 on 1st reading and set a public hearing for March 19, 2024.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 7:36 p.m.

Submitted by,
J.D. McCrumb, Town Administrator



Request for Board of Trustee Action – Consent Agenda

Date: March 19, 2024

Title: Bow Mar IGA – Public Safety

Presented By: Chief Cottrell, Police Chief

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

Background: The Board of Trustees approved a 10-year IGA providing Public Safety services for the Town of Bow Mar at their meeting on February 20, 2024.

The Town of Bow Mar’s attorney requested several slight modifications to the IGA, which do not impact the Town or alter the integrity or terms of the agreement acted on by the Trustees.

The updated IGA is being offered for Consent Agenda approval. The Bow Mar Trustees are expected to pass this IGA at their meeting on Monday, March 18, 2024.

Attachments: Redline version of IGA with Bow Mar’s proposed changes

Staff Recommendations: Approve the IGA as presented.

Recommended Motion: “I move to approve the intergovernmental agreement for public safety and municipal court services with the Town of Bow Mar as part of the Consent Agenda.”

INTERGOVERNMENTAL AGREEMENT
(Public Safety and Municipal Court Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into this day of _____, 2024, effective as of January 1, 2025, by and between the Town of Columbine Valley, a Colorado municipal corporation ("Columbine"), 2 Middlefield Road, Columbine Valley, Colorado 80123 and the Town of Bow Mar, a Colorado municipal corporation, ("Bow Mar"), 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (each a "Party", and collectively, the "Parties").

RECITALS

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

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

WHEREAS, both political subdivisions are authorized by law and desire to provide police protection and municipal court services for the benefit of the residents and visitors of their respective municipalities; and

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

WHEREAS, Columbine is willing and able to furnish such police services and court services to Bow Mar; and

WHEREAS, both ~~parties~~ Parties desire to reduce the duplication of certain processes while at the same time furnish adequate services to the taxpayers of Bow Mar and Columbine; and

WHEREAS, police services and municipal court services can best be provided at the lowest possible cost by reducing duplication of certain processes; and

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

WHEREAS, each ~~Town~~ Party has passed a Resolution approving this Agreement.

AGREEMENT

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

1. **Police Services.** For the period January 1, 2025 through December 31, 2034, Columbine agrees to provide the following police services to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors:

- A. Columbine police officers will patrol Bow Mar in a fashion consistent with good police procedure to establish visibility and to give police protection to Bow Mar residents and visitors and to otherwise enforce state law and the municipal ordinances of Bow Mar with respect to traffic and criminal violations.
- B. Columbine police officers will enforce the Model Traffic Code for Colorado, in Bow Mar, including state law violations.
- C. Columbine police officers shall appear in any relevant Court as witnesses in connection with incidents, arrests and other summons issued in connection with the performance of the general police duties described herein.

2. **Municipal Court Services.** For the period January 1, 2025 through December 31, 2034, Columbine agrees to provide municipal court services to Bow Mar residents and visitors in the same manner and frequency as similar services are provided to Columbine residents and visitors as follows:

- A. Municipal Court Clerks will provide services in a manner consistent with those services provided to Columbine;
- B. Columbine Municipal Court Judges will hear Model Traffic Code violations, which occur in Bow Mar, including state law violations which are subject to municipal court jurisdiction, as well as criminal municipal ordinance violations. In order to assist Columbine in providing municipal court services, Bow Mar shall provide Columbine with access to its court records upon the request of Columbine.
- C. The Columbine Town Attorney will prosecute violations on behalf of the Town of Bow Mar in a manner consistent with similar services provided to Columbine.

3. **Payment.**

- A. Bow Mar shall pay to Columbine the sum of \$363,350, increased by the Denver/Aurora/Lakewood CPI projected increase available in October 2024 from the Colorado Department of Local Affairs, for the term beginning January 1, 2025, and ending December 31, 2025, the aforementioned payment shall hereinafter be referred to as the “Base Rate”. The increase utilized will be the average of the projection for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting. By way of example, the increase from October 2023 projection would have been 4.9%.
- B. Bow Mar shall pay to Columbine, the amount paid during the year 2025, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2025 from the Colorado Department of Local Affairs, for the term beginning January 1, 2026, and ending December 31, 2026. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- C. Bow Mar shall pay to Columbine, the amount paid during the year 2026, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2026 from the Colorado Department of Local Affairs, for the term beginning January 1, 2027, and ending December 31, 2027. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- D. Bow Mar shall pay to Columbine, the amount paid during the year 2027, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2027 from the Colorado Department of Local Affairs, for the term beginning January 1, 2028, and ending December 31, 2028. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- E. Bow Mar shall pay to Columbine, the amount paid during the year 2028, increased by the Denver/Aurora/Lakewood CPI “projected” increase available in October 2028 from the Colorado Department of Local Affairs, for the term beginning January 1, 2029, and ending December 31, 2029. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.

- F. ~~Bow Mar shall pay to Columbine the amount paid during the year 2029, increased by the Denver/Aurora/Lakewood CPI "projected" increase available in October 2029 from the Colorado Department of Local Affairs sum as agreed upon as outlined in paragraph 4 of this agreement, for the term beginning January 1, 2030, and ending December 31, 2030, the aforementioned payment shall hereinafter be referred to as the "Base Rate".~~ The increase utilized will be the average of the projection for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- G. Bow Mar shall pay to Columbine, the amount paid during the year 2030, increased by the Denver/Aurora/Lakewood CPI "projected" increase available in October 2030 from the Colorado Department of Local Affairs, for the term beginning January 1, 2031, and ending December 31, 2031. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- H. Bow Mar shall pay to Columbine, the amount paid during the year 2031, increased by the Denver/Aurora/Lakewood CPI "projected" increase available in October 2031 from the Colorado Department of Local Affairs, for the term beginning January 1, 2032, and ending December 31, 2032. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- I. Bow Mar shall pay to Columbine, the amount paid during the year 2032, increased by the Denver/Aurora/Lakewood CPI "projected" increase available in October 2032 from the Colorado Department of Local Affairs, for the term beginning January 1, 2033, and ending December 31, 2033. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.
- J. Bow Mar shall pay to Columbine, the amount paid during the year 2033, increased by the Denver/Aurora/Lakewood CPI "projected" increase available in October 2033 from the Colorado Department of Local Affairs, for the term beginning January 1, 2034, and ending December 31, 2034. The increase utilized will be the average of the projections for September of the Colorado Legislative Council and the Colorado Office of State Planning and Budgeting.

Commented [WS1]: Paragraph 3(A) already defines the rate from this year as the "Base Rate", so this term is defined twice, which could cause some confusion.

Paragraph 4 also doesn't specify an amount as this section implies, but merely provides that the Parties agree to discuss the potential for a new/adjusted Base Rate.

We have provided some suggested edits here aimed at making this clearer.

4. Review of Payment.

- A. Within ninety (90) days of year five (5) of this Agreement, the ~~parties~~ Parties agree to review only the adequacy of the Base Rate initially established in Paragraph 3A of this Agreement in order to determine whether or not there should be an adjustment in the amount paid by Bow Mar to Columbine. Should the ~~parties~~ Parties agree to an adjustment of the payment such modification shall be reflected in an amendment to the Agreement setting forth the new payment schedule.

5. Scope of Services.

- A. Columbine will endeavor to maintain a police force of six (6) full time police officers. However, this is a desire of the parties, and not a requirement of the terms of this Agreement. Columbine anticipates supplementing its police force from time to time with part-time and reserve police officers, as needed, in order to provide optimum coverage.
- B. Bow Mar and Columbine agree that the available patrol hours (which hours do not include, holidays, sick time, vacations, training, officer administrative duties, etc.) from a police force of six full time officers should be adequate to provide the desired 24-hour, 7 day a week coverage to Bow Mar and Columbine.
- C. All personnel employed under the terms of this Agreement shall wear the standard uniform as prescribed by the Columbine Valley Police Department. All Columbine police officers shall be under the supervision of the Marshal of Columbine.
- D. The Columbine Valley Marshal or his designee shall attend monthly Town Trustee meetings of the Town of Bow Mar as well as special meetings as may be needed.
- E. All records relating to traffic summons and complaints, criminal complaints, arrests and investigations, shall be maintained at the direction of Columbine.
- F. Representatives from each governing body shall meet on an as needed basis, in order to exchange information and ideas concerning police and municipal court services, as agreed upon by the parties.

- G. Except as otherwise provided herein, Columbine will provide all labor, personnel, equipment, supplies, and communication systems deemed necessary for the performance of the duties and services herein.
- H. In connection with providing such labor and systems, Columbine will maintain control of the systems, including their maintenance, supervision, and use. The Columbine Town Marshal shall establish the standards of performance of the police officers, the discipline of all police officers, control of personnel and the assignment of individuals to carry out the functions contemplated in this Agreement.

6. Indemnification and Insurance.

- A. Columbine shall obtain liability and other insurance in an amount to be agreed upon by Columbine and Bow Mar, but in no event less than the limits of liability specified in the Colorado Governmental Immunity Act, as amended. Any insurance contract shall name Bow Mar as an additional insured with respect to the subject matter of this Agreement. Bow Mar shall be provided with a copy of the certificate of insurance which shall provide that the insurance will not be cancelled or modified unless there has been thirty (30) days prior notification to Bow Mar and the opportunity to review the insurance contract during Columbine's regular business hours.
- B. Bow Mar acknowledges that Columbine shall not provide insurance or assume liability for Bow Mar town employees, including any negligence, liability or intentional acts of such employees. Bow Mar further acknowledges that Columbine shall not have any liability arising out of or connected with the constitutionality or legal validity of Bow Mar's ordinances.
- C. Columbine shall provide for the compensation, including salaries, wages and benefits, of all Columbine personnel, and shall hold harmless Bow Mar and indemnify Bow Mar from any claim for or payment of compensation for injury or sickness of a Columbine employee arising out of employment pursuant to the terms of this Agreement.

D. ~~The Parties recognize that as local government entities, and in conformance with State law, neither Party shall be required to indemnify the other Party. Each Party shall be responsible for its own costs and any damages that may result from any third-party claim made related to this Agreement. Bow Mar agrees to indemnify and hold Columbine harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred as a result of the actions of Bow Mar, its employees, representatives or agents, prior to January 1, 2005. In the event a claim is brought against Columbine for any liability as described in this paragraph 5D then Bow Mar agrees to defend said claim on behalf of Columbine, at its own expense and shall reimburse Columbine for any and all attorneys fees incurred by Columbine in connection therewith.~~

Commented [WS2]: This is our proposed updated language concerning indemnification. We have used this language in other IGAs.

E. ~~Columbine agrees to indemnify and hold Bow Mar harmless from claims, suits, demands, obligations and liabilities of every kind or nature arising from or incurred as a result of the actions of Columbine, its employees, representatives or agents, prior to January 1, 2005. In the event a claim is brought against Bow Mar for any liability as described in this paragraph 5E, then Columbine agrees to defend said claim on behalf of Bow Mar, at its own expense and shall reimburse Bow Mar for any and all attorneys fees incurred by Bow Mar in connection therewith.~~

7. Continuation of Agreement.

Should either ~~party~~Party desire to continue this Agreement for the year 2035 or later, either ~~party~~Party shall provide written notice to the other of its desire to renew this Agreement no later than the 31st day of March 2034. The ~~parties~~Parties will then use good faith negotiations to negotiate the terms of a new agreement prior to June 30, 2034.

8. Termination of Agreement.

This Agreement may be terminated prior to the expiration of the term or any extensions ~~hereof~~ as follows:

Either ~~party~~Party, upon six months prior written notice, may terminate this Agreement. In such event each ~~party~~Party shall be responsible for its own costs incurred by reason of the termination.

9. Miscellaneous

- A. Communications with regard to the performance of this Agreement shall be between the respective Mayors of the parties or their designated representatives, to the Columbine Town Marshal, concerning the conduct of police services or the Columbine Town Clerk/Administrator concerning the conduct of the Columbine Municipal Court. Bow Mar confirms that it has adopted the Model Traffic Code for Colorado municipalities in the State of Colorado. Bow Mar confirms that it has decriminalized traffic offenses and treats all violations of the Model Traffic Code as civil matters (otherwise known as traffic infractions) in the same manner as Columbine. Bow Mar confirms that it has also authorized the assessment of a Drug Surcharge in the same manner as Columbine. Bow Mar shall provide all necessary copies of all ordinances which are to be enforced by the Columbine police department in conformance with this Agreement and such ordinances shall have been certified by the Bow Mar Town Clerk, as true copies of the ordinances in ~~his/her~~their possession and such ordinances shall have been accompanied with the certification from the Bow Mar Town Attorney certifying that the ordinances were properly adopted and in his opinion are valid and enforceable.
- B. Notwithstanding any other term, condition, or provision herein, each ~~and every~~ obligation of the Town of Columbine Valley and the Town of Bow Mar stated in this Agreement is subject to the requirements of prior appropriation of funds therefor by the governing body of either Town.
- C. Neither ~~Party~~ party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or interruption of services resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.
- D. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Bow Mar and Columbine, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Bow Mar and Columbine that any person or party other than Bow Mar or Columbine receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this

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

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

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

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

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

This Agreement shall be effective on the 1st day of January, 2025.

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the ___ day of _____, 2024, and approved by the Board of Trustees of the Town of Bow Mar on the ___ day of _____, 2024, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this ___ day of _____, 2024.

Town of Columbine Valley, Colorado

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

~~SCHEDULE A~~

Commented [WS3]: Per my email, we suggest deleting this Schedule.

~~Payment schedule for calendar year 2025:~~

~~—— TBD pursuant to terms of Agreement. See paragraph 3. A~~

~~Payment schedule for calendar year 2026:~~

~~—— TBD pursuant to terms of Agreement. See paragraph 3. B~~

~~Payment schedule for calendar year 2027:~~

~~—— TBD pursuant to terms of Agreement. See paragraph 3. C~~

~~Payment schedule for calendar year 2028:~~

~~TBD pursuant to terms of Agreement. See paragraph 3. D.~~

~~Payment schedule for calendar year 2029:~~

~~TBD pursuant to terms of Agreement. See paragraph 3. E.~~

~~Payment schedule for calendar year 2030:~~

~~TBD pursuant to terms of Agreement. See paragraph 3. F.~~

~~Payment schedule for calendar year 2031:~~

~~TBD pursuant to terms of Agreement. See paragraph 3. G.~~

~~Payment schedule for calendar year 2032:~~

~~TBD pursuant to terms of Agreement. See paragraph 3. H.~~

Payment schedule for calendar year 2033:

TBD pursuant to terms of Agreement, See paragraph 3. I.

Payment schedule for calendar year 2034:

TBD pursuant to terms of Agreement, See paragraph 3. J.

OWN OF COLUMBINE VALLEY
Financial Statements Ended February 29, 2024
Variance Summary

General Fund

Revenues

- General Fund Revenues are at 23% of budget (PY 22%)
 - o Property taxes \$158,458 at 27% (PY 37%)
 - o Permits, fees and services \$46,632 at 27% (PY 10%)
 - o Lennar violations \$9,300
 - o Interest \$52,786 in general fund and total of \$70,050

Administration – 13% of budget (PY 10%)

- o Education and training of \$5,100 for Hobbes Disney institute

Planning and engineering – 24% of budget (PY 6%)

Public Safety – 15% of budget (PY 14%)

Public Works – 9% of budget (PY 12%)

General Fund Expenditures, Transfers and Fund Balance

- General Fund Expenditures are at 13% of budget (PY 12%)
- Transfer to capital fund of \$300,000
- The ending fund balance is \$819,870

Capital Fund

- Ending fund balance \$5,567,799

Conservation Trust Fund - Ending fund balance \$30,220

Arapahoe County Open Space Fund - Ending fund balance \$618,992

Wild Plum Impact Fees Fund - Ending fund balance \$1,275,803

Transportation Fees Fund

- Transportation fees \$29,741 at 30% of budget (PY 19%)
 - Ending fund balance \$302,930
-

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF FEBRUARY 29, 2024**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
BMO checking	\$ 559,177	-	\$ 559,177
C-Safe Primary	-	5,905,423	5,905,423
C-Safe Wild Plum Impact fee	-	1,275,803	1,275,803
C-Safe CTF	-	36,605	36,605
Arapahoe County shareback	-	618,992	618,992
YTD Cash Balances	559,177	7,836,823	8,396,000
Less amount allocated for capital	-	-	(5,567,799)
Less amount restricted for CTF	-	-	(30,220)
Less amount restricted for ACOS	-	-	(618,992)
Less amount restricted for impact fees	-	-	(1,275,803)
Less amount restricted for transportation fees	-	-	(302,930)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 559,177	\$ 7,836,823	\$ 600,256

**TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE FUND BALANCES
YEAR TO DATE (YTD) AS OF FEBRUARY 29, 2024**

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Wild Plum Impact Fees	Transportation Fees	TOTALS
BEGINNING FUND BALANCES	\$ 844,157	\$ 5,268,559	\$ 29,893	\$ 613,459	\$ 1,264,399	\$ 273,189	\$ 8,293,656
YTD REVENUES PER FINANCIAL STATEMENTS							
Taxes	368,225	-	-	-	-	-	368,225
Permits and fines	62,774	-	-	-	-	-	62,774
Intergovernmental	100,654	-	-	-	-	-	100,654
Interest	52,786	-	327	5,533	11,404	-	70,050
Other	296	-	-	-	-	-	296
Transportation fees	-	-	-	-	-	29,741	29,741
Total YTD revenues	584,735	-	327	5,533	11,404	29,741	631,740
Total YTD expenditures	(309,022)	(760)	-	-	-	-	(309,782)
Excess of revenues over (under) expenditures	275,713	(760)	327	5,533	11,404	29,741	321,958
Transfers	(300,000)	300,000	-	-	-	-	-
Net change in fund balance	(24,287)	299,240	327	5,533	11,404	29,741	321,958
YTD ENDING FUND BALANCES	\$ 819,870	\$ 5,567,799	\$ 30,220	\$ 618,992	\$ 1,275,803	\$ 302,930	\$ 8,615,614

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Budget vs actual reference

**TOWN OF COLUMBINE VALLEY
BALANCE SHEET - ALL FUNDS
GOVERNMENTAL FUNDS
February 29, 2024
Unaudited**

ASSETS

Cash and investments	\$ 8,396,000
Accrued revenue	306,712
Prepaid expenses	26,088
Other receivables	21,239

TOTAL ASSETS

\$ 8,750,039

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts payable	\$ 129,418
Accrued liabilities	5,007
Total liabilities	<u>134,425</u>

FUND BALANCES

General	819,870
Capital	5,567,799
Conservation trust fund	30,220
Arapahoe county open space	618,992
Wild Plum Impact fees	1,275,803
Transportation fees	302,930
Total fund balances	<u>8,615,614</u>

TOTAL LIABILITIES AND FUND BALANCES

\$ 8,750,039

TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TWO MONTHS ENDED FEBRUARY 29, 2024
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	\$ 368,225	\$ 1,758,694	\$ (1,390,469)	21%
Permits and fines	62,774	273,000	(210,226)	23%
Intergovernmental	100,654	426,300	(325,646)	24%
Interest	52,786	95,400	(42,614)	55%
Other	296	4,000	(3,704)	7%
Grants	-	32,000	(32,000)	0%
Total revenues	<u>584,735</u>	<u>2,589,394</u>	<u>(2,004,659)</u>	<u>23%</u>
EXPENDITURES				
Administration	97,051	764,680	(667,629)	13%
Planning and engineering	8,482	36,000	(27,518)	24%
Public safety	162,377	1,097,881	(935,504)	15%
Public works	41,112	447,644	(406,532)	9%
Total expenditures	<u>309,022</u>	<u>2,346,205</u>	<u>(2,037,183)</u>	<u>13%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>275,713</u>	<u>243,189</u>	<u>32,524</u>	<u>113%</u>
OTHER FINANCING USES				
Transfer to capital	(300,000)	(250,000)	(50,000)	120%
Total other financing uses	<u>(300,000)</u>	<u>(250,000)</u>	<u>(50,000)</u>	<u>120%</u>
NET CHANGE IN FUND BALANCE	(24,287)	<u>\$ (6,811)</u>	<u>\$ (17,476)</u>	
BEGINNING FUND BALANCE	<u>844,157</u>			
ENDING FUND BALANCE	<u>\$ 819,870</u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE ONE MONTH AND TWO MONTHS ENDED FEBRUARY 29, 2024
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
REVENUES					
Taxes					
Cable television	\$ 3,614	\$ 7,147	\$ 42,400	\$ (35,253)	17%
Property taxes	156,356	158,458	584,194	(425,736)	27%
Sales and use taxes	63,554	182,444	1,009,300	(826,856)	18%
Specific ownership taxes	2,638	5,927	40,900	(34,973)	14%
Utility franchise fees	7,424	14,249	81,900	(67,651)	17%
Total taxes	<u>233,586</u>	<u>368,225</u>	<u>1,758,694</u>	<u>(1,390,469)</u>	<u>21%</u>
Permits and fines					
Court fines	2,992	6,842	100,000	(93,158)	7%
Permits, fees and services	11,241	46,632	173,000	(126,368)	27%
Violations	-	9,300	-	9,300	-
Total permits and fines	<u>14,233</u>	<u>62,774</u>	<u>273,000</u>	<u>(210,226)</u>	<u>23%</u>
Intergovernmental					
Bow Mar IGA	-	84,500	338,000	(253,500)	25%
Bow Mar IGA admin	-	5,000	20,000	(15,000)	25%
County highway tax revenue	1,425	2,850	17,100	(14,250)	17%
Motor vehicle registration fees	463	759	5,600	(4,841)	14%
State cigarette tax apportionment	182	332	1,800	(1,468)	18%
State highway user's tax	3,650	7,213	43,800	(36,587)	16%
Total intergovernmental	<u>5,720</u>	<u>100,654</u>	<u>426,300</u>	<u>(325,646)</u>	<u>24%</u>
Interest	25,493	52,786	95,400	(42,614)	55%
Other	174	296	4,000	(3,704)	7%
Grants	-	-	32,000	(32,000)	0%
TOTAL REVENUES	<u>279,206</u>	<u>584,735</u>	<u>2,589,394</u>	<u>(2,004,659)</u>	<u>23%</u>
EXPENDITURES					
Administration					
Accounting and audit	8,047	18,379	112,400	(94,021)	16%
Advertising/notices	-	-	500	(500)	0%
Bank/credit card fees	345	763	7,700	(6,937)	10%
Building inspection and planning review	4,256	15,307	70,000	(54,693)	22%
Building maintenance and utilities	1,444	2,727	26,360	(23,633)	10%
Community functions	-	-	50,500	(50,500)	0%
Computer expense	128	470	10,000	(9,530)	5%
County treasurer's collection fees	1,564	1,585	5,842	(4,257)	27%
Dues and publications	766	1,906	13,480	(11,574)	14%
Education and training	5,100	5,100	11,000	(5,900)	46%
Election	-	-	4,000	(4,000)	0%
Health insurance	1,949	4,102	26,624	(22,522)	15%
Human resources	1,679	2,720	12,000	(9,280)	23%
Insurance workers comp and liability	1,184	2,367	15,987	(13,620)	15%
Legal	126	629	25,000	(24,371)	3%
Mayor expenses & meals	500	500	1,000	(500)	50%
Miscellaneous	150	150	1,500	(1,350)	10%
Payroll taxes	776	1,516	11,400	(9,884)	13%
Pension	743	1,511	11,400	(9,889)	13%
Salaries	15,474	31,606	228,144	(196,538)	14%
Special projects	-	-	19,000	(19,000)	0%
Supplies, printing, postage	2,237	3,836	13,000	(9,164)	30%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE ONE MONTH AND TWO MONTHS ENDED FEBRUARY 29, 2024
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
Telephone/communications	802	1,877	10,143	(8,266)	19%
Emergency reserve	-	-	77,700	(77,700)	0%
Total administration	47,270	97,051	764,680	(667,629)	13%
Planning and engineering					
Town planning	4,792	6,682	20,000	(13,318)	33%
Town engineer	1,800	1,800	16,000	(14,200)	11%
Total planning and engineering	6,592	8,482	36,000	(27,518)	24%
Public safety					
Operations					
Cruiser gas	1,359	2,509	20,000	(17,491)	13%
Cruiser oil/maintenance	1,903	1,903	13,000	(11,097)	15%
Cruiser insurance	485	971	5,829	(4,858)	17%
Education/training	2,820	2,820	12,620	(9,800)	22%
Equipment/repairs	-	-	4,000	(4,000)	0%
Health insurance	6,531	12,504	88,700	(76,196)	14%
Insurance workers comp and liability	3,422	6,844	46,061	(39,217)	15%
Payroll taxes	1,716	3,570	29,600	(26,030)	12%
Pension	5,092	10,007	59,200	(49,193)	17%
Salaries	47,738	97,600	591,598	(493,998)	16%
Supplies/miscellaneous	176	921	15,000	(14,079)	6%
Telephones/air cards	349	462	4,561	(4,099)	10%
Uniforms	1,349	2,546	10,000	(7,454)	25%
Total operations	72,940	142,657	900,169	(757,512)	16%
Municipal court					
Judge	750	1,500	9,000	(7,500)	17%
Interpreter	200	400	2,400	(2,000)	17%
Legal	-	45	26,000	(25,955)	0%
Health insurance	822	1,787	11,246	(9,459)	16%
Payroll taxes	93	225	2,340	(2,115)	10%
Pension	147	312	2,340	(2,028)	13%
Salaries	2,480	5,668	46,800	(41,132)	12%
Administration	-	-	1,000	(1,000)	0%
Supplies	-	-	2,500	(2,500)	0%
Total municipal court	4,492	9,937	103,626	(93,689)	10%
Contracts					
Arapahoe county dispatch fee	-	-	36,894	(36,894)	0%
Tri-tech software	-	-	1,262	(1,262)	0%
Humane society	-	-	500	(500)	0%
Juvenile assessment	-	-	650	(650)	0%
Netmotion	-	-	500	(500)	0%
CACP	-	430	350	80	123%
CISC	150	150	1,000	(850)	15%
WhenIWork	797	797	430	367	185%
Total contracts	947	1,377	41,586	(40,209)	3%
Computer/IT					
Flock safety	1,459	2,917	17,500	(14,583)	17%
Offsite server backup and protection	710	1,870	12,000	(10,130)	16%
Office 365 accounts	989	989	5,000	(4,011)	20%
Scheduled computer replacement	297	297	4,000	(3,703)	7%
Govpilot	1,166	2,333	14,000	(11,667)	17%
Total computer/IT	4,621	8,406	52,500	(44,094)	16%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE ONE MONTH AND TWO MONTHS ENDED FEBRUARY 29, 2024
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
Total public safety	83,000	162,377	1,097,881	(935,504)	15%
Public works					
Ground maintenance	84	84	7,000	(6,916)	1%
Health insurance	713	1,720	9,966	(8,246)	17%
Insurance vehicle	243	486	2,914	(2,428)	17%
Insurance workers comp and liability	451	903	6,283	(5,380)	14%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	422	831	5,522	(4,691)	15%
Pension	335	670	5,522	(4,852)	12%
Professional fees-mosquito control	-	-	7,985	(7,985)	0%
Salaries	8,433	16,298	110,448	(94,150)	15%
Sanitation/trash/recycle service	8,879	17,757	109,200	(91,443)	16%
Signs maintenance	-	-	1,104	(1,104)	0%
Snow removal	1,073	1,073	2,500	(1,427)	43%
Storm water permit process/NPDES	-	-	1,200	(1,200)	0%
Street lighting	988	1,045	15,000	(13,955)	7%
Street and gutter maintenance	182	182	105,000	(104,818)	0%
Streets and gutters contingency	-	-	50,000	(50,000)	0%
Striping	-	-	1,000	(1,000)	0%
Vehicle maintenance	63	63	2,000	(1,937)	3%
Total public works	21,866	41,112	447,644	(406,532)	9%
TOTAL EXPENDITURES	158,728	309,022	2,346,205	(2,037,183)	13%
EXCESS OF REVENUES OVER EXPENDITURES	120,478	275,713	243,189	32,524	113%
OTHER FINANCING USES					
Transfer to capital	(200,000)	(300,000)	(250,000)	(50,000)	120%
Total other financing uses	(200,000)	(300,000)	(250,000)	(50,000)	120%
NET CHANGE IN FUND BALANCE	<u>\$ (79,522)</u>	<u>\$ (24,287)</u>	<u>\$ (6,811)</u>	<u>\$ (17,476)</u>	
BEGINNING FUND BALANCE		844,157			
ENDING FUND BALANCE		<u>\$ 819,870</u>			

**TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TWO MONTHS ENDED FEBRUARY 29, 2024**

Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
REVENUES				
Total revenues	\$ -	\$ -	\$ -	-
EXPENDITURES				
Public safety				
Vehicle	-	69,000	(69,000)	0%
Public works				
Lightpole replacement	-	12,000	(12,000)	0%
Platte Canyon Sidewalk - Village to Fairway	760	482,812	(482,052)	0%
Platte Canyon/Coal Mine right turn lane	-	280,000	(280,000)	0%
Road improvements	-	2,059,886	(2,059,886)	0%
Trails	-	30,000	(30,000)	0%
Total expenditures	<u>760</u>	<u>2,933,698</u>	<u>(2,932,938)</u>	<u>0%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(760)</u>	<u>(2,933,698)</u>	<u>2,932,938</u>	<u>0%</u>
OTHER FINANCING SOURCES				
Transfer from general	300,000	250,000	50,000	120%
Total other financing sources	<u>300,000</u>	<u>250,000</u>	<u>50,000</u>	<u>120%</u>
NET CHANGE IN FUND BALANCE	299,240	<u>\$ (2,683,698)</u>	<u>\$ 2,982,938</u>	
BEGINNING FUND BALANCE	<u>5,268,559</u>			
ENDING FUND BALANCE	<u>\$ 5,567,799</u>			

**TOWN OF COLUMBINE VALLEY
 CONSERVATION TRUST
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
 BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
 FOR THE TWO MONTHS ENDED FEBRUARY 29, 2024**

Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
REVENUES				
Conservation Trust Fund entitlement	\$ -	\$ 8,700	\$ (8,700)	0%
CTF interest	327	1,300	(973)	25%
Total revenues	327	10,000	(9,673)	3%
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	-	6,000	(6,000)	0%
NET CHANGE IN FUND BALANCE	327	\$ 4,000	\$ (3,673)	
BEGINNING FUND BALANCE	29,893			
ENDING FUND BALANCE	\$ 30,220			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TWO MONTHS ENDED FEBRUARY 29, 2024**

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	\$ -	\$ 57,900	\$ (57,900)	0%
ACOP interest	5,533	27,000	(21,467)	20%
Total revenues	<u>5,533</u>	<u>84,900</u>	<u>(79,367)</u>	<u>7%</u>
EXPENDITURES				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	5,533	<u>\$ 84,900</u>	<u>\$ (79,367)</u>	
BEGINNING FUND BALANCE	<u>613,459</u>			
ENDING FUND BALANCE	<u>\$ 618,992</u>			

**TOWN OF COLUMBINE VALLEY
WILD PLUM IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TWO MONTHS ENDED FEBRUARY 29, 2024**

Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (17% YTD)
REVENUES				
Interest	\$ 11,404	\$ 60,000	\$ (48,596)	19%
Total revenues	11,404	60,000	(48,596)	19%
EXPENDITURES				
Total expenditures	-	-	-	-
NET CHANGE IN FUND BALANCE	11,404	\$ 60,000	\$ (48,596)	
BEGINNING FUND BALANCE	1,264,399			
ENDING FUND BALANCE	\$ 1,275,803			

**TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TWO MONTHS ENDED FEBRUARY 29, 2024**

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	\$ 29,741	\$ 100,000	\$ (70,259)	30%
Total revenues	<u>29,741</u>	<u>100,000</u>	<u>(70,259)</u>	<u>30%</u>
EXPENDITURES				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	29,741	<u>\$ 100,000</u>	<u>\$ (70,259)</u>	
BEGINNING FUND BALANCE	<u>273,189</u>			
ENDING FUND BALANCE	<u>\$ 302,930</u>			



ST. PATRICK'S DAY!

Town Administrator's Report

March 2024



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

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



Town Administration

State Legislation. Staff continues to monitor progress of the state legislature, including specific bills addressing land use, open records, criminal justice, employment, and election laws, all of which would have an impact on the Town in their current form.

Onboarding. Staff has or will be meeting with both incoming Trustees to assist with onboarding and is currently updating orientations for the Planning & Zoning commission and Board of Adjustment members.

HR Updates. Working with the Town's HR consultant, staff is updating the Town training and benefit packages to comply with state laws passed in the 2023 legislative session.

Town Website Statistics

February 2024

Sessions: 1,699

Page Views: 2,859

Top Pages:

- Building Department
- Police Department
- Calendar



Building Department

Monthly Stats February Permit Revenue: \$39,587.44

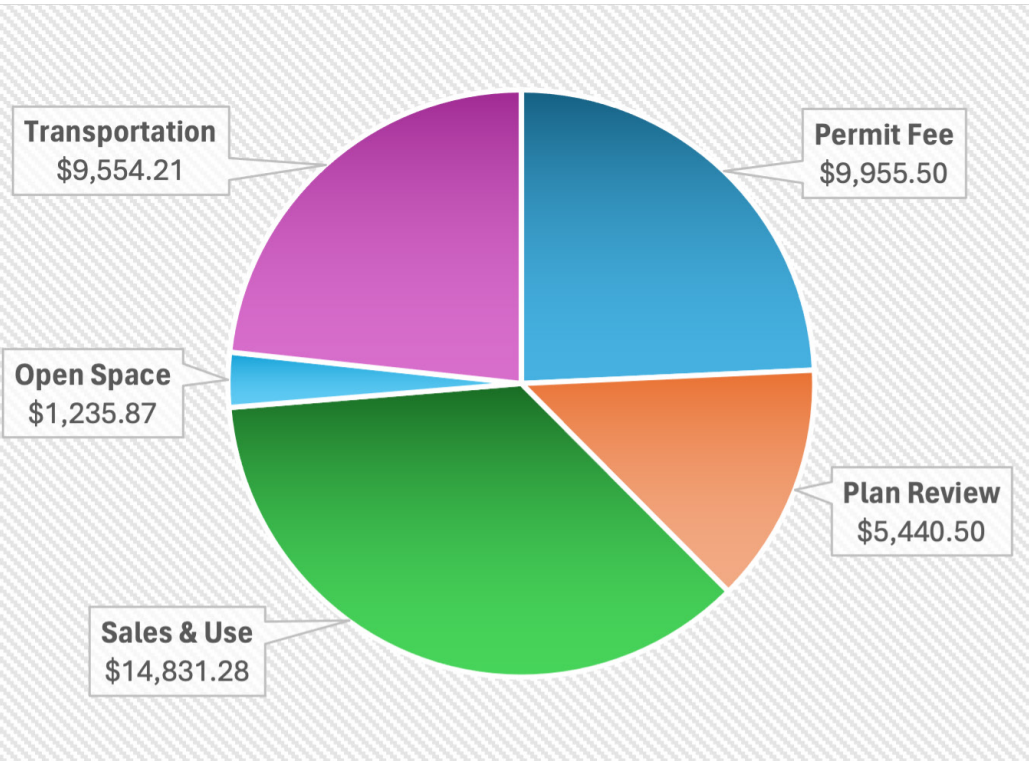
9 Permits Issued

- New SFR: 0
- Major Remodel: 1
- Roofs/Solar: 4
- Basement: 1
- Miscellaneous: 3

66 Inspections

39 Licenses Issued

- General: 8
- Electrical: 9
- Plumbing: 7
- Roofing: 10
- Mechanical: 5



Building Department Revenue by Month

	<u>2023</u>	<u>2023 YTD</u>	<u>2024</u>	<u>2024 YTD</u>
January	\$78,588.73	\$78,588.73	\$112,396.11	\$112,396.11
February	\$25,246.21	\$103,834.94	\$39,587.44	\$151,983.55
March	\$68,651.16	\$172,486.10		
April	\$21,506.86	\$193,992.96		
May	\$22,900.20	\$216,893.16		
June	\$9,544.02	\$226,437.18		
July	\$7,497.76	\$233,934.94		
August	\$47,845.29	\$281,780.23		
September	\$82,284.15	\$364,064.38		
October	\$38,659.32	\$402,723.70		
November	\$65,559.63	\$468,283.33		
December	\$29,431.49	\$497,714.82		



Public Works & Municipal Court Updates

Due to the timing of the snowstorm, Public Works details are not yet available. Jeremy “Hobbes” Hayden will provide a Public Works update during the Board of Trustees meeting.



Fines Collected

	<u>2023 YTD</u>	<u>2024</u>	<u>2024 YTD</u>
January	\$4,530.00	\$2,438.25	\$2,438.25
February	\$8,740.00	\$2,869.74	\$5,307.99
March	\$18,360.00		
April	\$27,325.01		
May	\$37,332.01		
June	\$46,147.01		
July	\$51,762.01		
August	\$55,149.76		
September	\$56,877.26		
October	\$59,322.26		
November	\$63,940.45		
December	\$68,354.93		

February Total Stats

Total on Docket	25
Total Paid Before Court	15
Cases Heard by Judge	12
Continuances	7
Default Judgments	1
Stays of Execution	5
Classes Ordered	0
Bench Warrants	4
Trials	1
Collections	3



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 March 2024

Full Time Positions	6 of 6
Part Time Positions	4 of 4
Regular hours	1006
OT hours worked	27
Off Duty	0
PTO	51

February 2024 Violations

Charges For the Date Range 2/1/2024 Thru 2/29/2024

Qty	Charge
5	703(3) FAIL TO STOP AT A STOP SIGN:
5	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
1	1402(1) CARELESS DRIVING:
11	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV24-0000018	02/06/2024 03:05:22 PM	PROPERTY ACCIDENT IP
CV24-0000019	02/08/2024 04:56:57 AM	TRAFFIC ARREST IP
CV24-0000020	02/13/2024 06:18:50 PM	Identity Theft
CV24-0000021	02/14/2024 07:34:12 PM	SUICIDE THREAT IP
CV24-0000022	02/16/2024 03:26:08 PM	Theft from Motor Vehicle
CV24-0000023	02/16/2024 06:32:18 PM	MEDICAL IP
CV24-0000024	02/17/2024 12:39:15 PM	Harassment
CV24-0000025	02/20/2024 03:15:44 AM	TRAFFIC ARREST IP
CV24-0000026	02/24/2024 01:47:52 PM	ANIMAL CALL IP*
CV24-0000027	02/26/2024 10:10:26 AM	MENACING IP
CV24-0000028	02/27/2024 02:06:17 PM	FOLLOW UP IP*
CV24-0000029	02/27/2024 05:07:24 PM	DEAD ON ARRIVAL IP
CV24-0000030	02/28/2024 01:33:37 PM	Fraud
CV24-0000031	02/29/2024 04:25:35 PM	Theft from Motor Vehicle

FARE CHECK IP		2								2
Animal Call										
Suspicious Person										
Suspicious Vehicle										
Unwanted Subject										
ZONING IP										
Total	1	43	26	1			1			72



Request for Board of Trustee Action

Date: March 19, 2024

Title: Bow Mar IGA – Building Department

Presented By: J.D. McCrumb, Town Administrator

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

Background: In an effort to provide the highest quality building department services to the citizens of Columbine Valley, the Town entered into an intergovernmental agreement with the Town of Bow Mar 8 years ago.

This agreement was last reviewed and renewed in June of 2020 and is set to expire on December 31, 2025. The draft version attached and presented for review is unchanged from the current IGA including maintaining the same cost for service and 5-year duration.

The Town of Bow Mar has not yet set a time to act on this IGA.

Attachments: IGA with the Town of Bow Mar for Building Department

Staff Recommendations: Approve the IGA as presented.

Recommended Motion: No action is requested at this time.

INTERGOVERNMENTAL AGREEMENT
(Administrative Services)

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made and entered into this _____ day of _____, 2024, effective as of January 1, 2025, by and between the Town of Columbine Valley, a Colorado municipal corporation (“Columbine”), 2 Middlefield Road, Columbine Valley, Colorado 80123, and the Town of Bow Mar, a Colorado municipal corporation (“Bow Mar”), 5395 Lakeshore Drive, Bow Mar, Colorado 80123.

RECITALS

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

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

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

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

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

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

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

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

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

2. Administrative Services. For the period January 1, 2025, through December 31,

2029 (the "Initial Term"), Columbine agrees to provide the following Building Department services (collectively, the "Services") to Bow Mar in the same manner and frequency as similar services are provided to Columbine residents and visitors and in all instances in compliance with applicable laws, including, without limitation, the Bow Mar Code:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Payment.

- A. Bow Mar shall pay to Columbine the sum of \$20,000.00 per full calendar year of the Term (as defined below), appropriately prorated for the Initial Term and/or any other period less than a full year on a 365 calendar day basis.
- B. Payment shall be made in accordance with the terms set forth in Schedule A, which is attached to and incorporated by reference herein, appropriately prorated for any other period less than a full year on a 365 calendar day basis.

4. Scope of Services.

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

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

5. Indemnification and Insurance.

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

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

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

6. Term; Termination.

- A. The term of this Agreement (the "Term") shall be for a period of five (5) years commencing on January 1, 2025 and terminating on December 31, 2029 and then thereafter in the event of any renewal of the term as provided in sub-section B. ~~Either~~ party may terminate this Agreement, with or without cause, upon three (3) months prior written notice. In such event, each party shall be responsible for its own cost incurred by reason of the termination,
- B. Should either party desire to continue this Agreement for the calendar year 2030, or later (which such extension(s) shall become part of the Term), the parties shall provide written notice to the other of its desire to renew this Agreement no later than the December 1 of the prior calendar year, in which event the parties shall then use good faith efforts to negotiate the terms of an amendment to this Agreement prior to December 31st of such year. In the event the parties are negotiating in good faith and intend to agree upon an amendment extending the Term of this Agreement, but such amendment has not been finalized by the deadline set forth above, the parties can elect to continue the terms of the then existing Agreement by written notice to the other party to allow for the finalization of the applicable amendment.

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

7. Miscellaneous

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

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

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

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

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

- I. This Agreement is not assignable by either party hereto without the written consent of the other.

- J. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- K. No waiver by any party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.
- L. This Agreement is a full and complete integration of the terms, conditions and Agreement of the parties whether oral or written.

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

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

The foregoing Agreement was approved by resolution of the Board of Trustees of the Town of Columbine Valley on the ____ day of ____ 2024, and approved by resolution by the Board of Trustees of the Town of Bow Mar on the _____ day of _____ 2024, and each resolution authorized and directed the Mayor to sign and the municipal clerk to attest to this Agreement.

Dated this ____ day of _____ 2024.

Town of Columbine Valley

By: _____
Mayor

Attest: _____

Town of Bow Mar, Colorado

By: _____
Mayor

Attest: _____

SCHEDULE A

Payment schedule for calendar year 2025:

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

Payment schedule for calendar year 2026:

January 1, 2026	\$5,000
March 1, 2026	\$5,000
July 1, 2026	\$5,000
October 1, 2026	\$5,000

Payment schedule for calendar year 2027:

January 1, 2027	\$5,000
March 1, 2027	\$5,000
July 1, 2027	\$5,000
October 1, 2027	\$5,000

Payment schedule for calendar year 2028:

January 1, 2028	\$5,000
March 1, 2028	\$5,000
July 1, 2028	\$5,000
October 1, 2028	\$5,000

Payment schedule for calendar year 2029:

January 1, 2029	\$5,000
March 1, 2029	\$5,000
July 1, 2029	\$5,000
October 1, 2029	\$5,000



Request for Board of Trustee Action

Date: March 19, 2024

Title: 2024 Street and Infrastructure Program Review

Presented By: Jeremy “Hobbes” Hayden, Public Works Manager

Prepared By: Jeremy “Hobbes” Hayden, Public Works Manager

Background: Public Works Staff has prepared a review of the street and infrastructure work scheduled to be completed in 2024, including a review of hold-over work from 2023.

This review will include:

- Chip Seal – carry over from 2023
- 2023 fixes and warranty work
- Driver Lane storm water infrastructure
- Fairway Lane Entry Cobblestone
- Phase 1 Gutter Repair Program

Attachments: None

Recommended Action: Provide direction related to Fairway Lane Entry



Request for Board of Trustee Action

Date: March 19, 2024

Title: Trustee Bill #1 - Second Amendment to the Final Plat – Wild Plum
2nd Reading

Presented By: Brent Kaslon, Town Planner

Prepared By: Brent Kaslon, Town Planner
Lee Schiller, Town Attorney
Troy Carmann, Town Engineer

Background: This minor amendment to the Final Plat for the Wild Plum neighborhood is update the stormwater standard note adding congruency with the Plat and Wild Plum Metropolitan District Service Plan. This amendment also references the Wild Plum Metropolitan District Service Plan stating that the district is the owner of public improvements within the borders of the district.

Attachments: Trustee Bill # 1 - 2024
Second Amendment to the Final Plat – Wild Plum Farm
2024-03-19_Wild Plum Second Plat Amendment Staff Report
ICON Memo WPF Public Improvements – 2024-02-14

Staff Recommendations: Approve as presented

Recommended Motion: “I move to approve the Second Amendment to the Final Plat for Wild Plum as presented on 2nd Reading.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY APPROVING THE SECOND AMENDMENT
TO THE WILD PLUM FINAL PLAT

WHEREAS, the Board of Trustees of the Town of Columbine Valley heretofore approved the Wild Plum Final Plat dated December 13, 2017 and recorded with the Arapahoe County Clerk and Recorder on March 7, 2018, and

WHEREAS, the Board of Trustees of the Town of Columbine Valley thereafter approved the Wild Plum First Administrative Amendment to the Wild Plum Final Plat dated September 23, 2020 and recorded with the Arapahoe County Clerk and Recorder on January 26, 2021: and

WHEREAS, the Service Plan for the Wild Plum Metropolitan District dated August 15, 2017, sets forth the rights and obligations concerning ownership and maintenance responsibilities of the Public Improvements located within the Wild Plum Metropolitan District and Stormwater repair and maintenance responsibilities located within the Wild Plum Metropolitan District.

WHEREAS, the Board of Trustees of the Town of Columbine Valley desires to approve a Second Amendment to the Wild Plum Final Plat which incorporates the rights, and obligations provided for in said Service Plan; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley deem that this Ordinance, approving the Second Amendment to the Wild Plum Final Plat, serves the public health, safety and welfare.

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

Section 1. The Board of Trustees hereby approves the Second Amendment to the Wild Plum Final Plat, which:

- a. Modifies Standard Note No. 3 concerning Stormwater, to provide that the Wild Plum Metropolitan District has stormwater repair and maintenance responsibility as more fully set forth in the Service Plan for Wild Plum Metropolitan District dated August 15, 2017.
- b. Adds a new Standard Note 14, concerning Public Improvements and Easements and provides that the Wild Plum Metropolitan District as set forth in the Service Plan has ownership rights and interests in the Public Improvements not accepted by the Town of Columbine Valley or another jurisdiction, as provided in the Service Plan for the Wild Plum Metropolitan District dated August 15, 2017, and sets forth a definition of Easements.

Section 2. Should any section clause, sentence, part or portion of this Ordinance

be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

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

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

Introduced as Trustee Bill No. 1, series of 2024, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of February, 2024, passed by a vote of ____ for and ____ against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and ____ against on the ____ day of _____, 2024, and ordered published in the Littleton Independent on the ____ day of _____, 2024.

Roy Palmer, Mayor

ATTEST:

J.D. McCrumb, Clerk of the Town

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 30, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 29;

THENCE NORTH 89°39'53" EAST ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, 1,323.47 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°04'46" EAST, A DISTANCE OF 1,318.55 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89°35'21" WEST, A DISTANCE OF 1,320.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89°31'48" WEST, A DISTANCE OF 659.48 FEET;

THENCE SOUTH 00°10'29" EAST, A DISTANCE OF 1,322.10 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°42'15" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1,195.97 FEET TO THE CENTERLINE OF THE NEVADA DITCH;

THENCE ALONG SAID CENTERLINE OF THE NEVADA DITCH, THE FOLLOWING SIXTEEN (16) COURSES:

1. NORTH 08°39'52" WEST, A DISTANCE OF 97.89 FEET;
2. NORTH 10°59'12" EAST, A DISTANCE OF 56.50 FEET;
3. NORTH 02°06'38" WEST, A DISTANCE OF 217.57 FEET;
4. NORTH 09°25'46" EAST, A DISTANCE OF 13.38 FEET;
5. NORTH 27°39'38" EAST, A DISTANCE OF 49.61 FEET;
6. NORTH 14°38'19" EAST, A DISTANCE OF 60.75 FEET;
7. NORTH 07°28'33" WEST, A DISTANCE OF 108.61 FEET;
8. NORTH 18°17'28" EAST, A DISTANCE OF 89.49 FEET;
9. NORTH 62°09'05" EAST, A DISTANCE OF 118.70 FEET;
10. NORTH 32°48'44" EAST, A DISTANCE OF 151.13 FEET;
11. NORTH 24°05'16" EAST, A DISTANCE OF 91.33 FEET;
12. NORTH 03°38'56" WEST, A DISTANCE OF 101.68 FEET;
13. NORTH 43°50'17" EAST, A DISTANCE OF 103.23 FEET;
14. NORTH 33°05'17" EAST, A DISTANCE OF 110.10 FEET;
15. NORTH 36°47'11" EAST, A DISTANCE OF 142.63 FEET;
16. NORTH 89°51'46" EAST, A DISTANCE OF 42.77 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE NORTH 00°14'12" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 347.29 FEET;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

1. SOUTH 84°19'37" EAST A DISTANCE OF 27.70 FEET;
2. SOUTH 79°25'46" EAST A DISTANCE OF 76.98 FEET;
3. SOUTH 83°56'03" EAST A DISTANCE OF 15.55 FEET;
4. SOUTH 85°23'47" EAST A DISTANCE OF 7.57 FEET;
5. NORTH 85°34'02" EAST A DISTANCE OF 7.72 FEET;
6. NORTH 79°22'20" EAST A DISTANCE OF 23.11 FEET;
7. NORTH 57°01'19" EAST A DISTANCE OF 17.48 FEET;
8. NORTH 61°22'49" EAST A DISTANCE OF 8.84 FEET;
9. NORTH 40°26'40" EAST A DISTANCE OF 6.33 FEET;
10. NORTH 35°16'47" EAST A DISTANCE OF 7.67 FEET;
11. NORTH 26°57'20" EAST A DISTANCE OF 7.67 FEET;
12. NORTH 19°15'37" EAST A DISTANCE OF 7.74 FEET;
13. NORTH 14°33'11" EAST A DISTANCE OF 7.72 FEET;
14. NORTH 05°19'11" EAST A DISTANCE OF 6.66 FEET;
15. NORTH 01°51'47" WEST A DISTANCE OF 6.86 FEET;
16. NORTH 03°48'11" EAST A DISTANCE OF 6.73 FEET;
17. NORTH 17°30'53" WEST A DISTANCE OF 8.77 FEET;
18. NORTH 42°49'43" EAST A DISTANCE OF 172.41 FEET TO A POINT ON THE CENTERLINE OF SAID NEVADA DITCH;

THENCE, ALONG SAID CENTERLINE, THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 38°37'06" WEST, A DISTANCE OF 65.39 FEET;
2. NORTH 23°39'53" WEST, A DISTANCE OF 43.46 FEET;
3. NORTH 10°40'15" EAST, A DISTANCE OF 40.79 FEET;
4. NORTH 30°28'34" EAST, A DISTANCE OF 79.40 FEET;
5. NORTH 21°36'35" EAST, A DISTANCE OF 47.54 FEET;
6. NORTH 12°38'14" EAST, A DISTANCE OF 91.66 FEET;
7. NORTH 09°34'39" EAST, A DISTANCE OF 56.79 FEET;
8. NORTH 15°49'03" EAST, A DISTANCE OF 131.32 FEET;
9. NORTH 07°08'55" EAST, A DISTANCE OF 37.34 FEET;
10. NORTH 16°05'29" EAST, A DISTANCE OF 181.60 FEET;
11. NORTH 17°31'45" EAST, A DISTANCE OF 65.95 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°58'44" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 805.86 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 104.828 ACRES, (4,566,287 SQUARE FEET), MORE OR LESS.

Second Amendment (Minor) to the Final Plat Wild Plum

I. Purpose

This minor amendment to the Final Plat for the Wild Plum neighborhood is update the stormwater standard note adding congruency with the Plat and Wild Plum Metropolitan District Service Plan. This amendment also references the Wild Plum Metropolitan District Service Plan stating that the district is the owner of public improvements within the borders of the district.

Specifically, these changes include:

1. Revises the standard stormwater note to include the metropolitan district responsibility in maintaining stormwater drainage systems in accordance with the approved Service Plan dated August 15, 2017 (Received by DOLA on September 13, 2017).
2. Adds reference to Wild Plum Metropolitan District Service Plan to note the obligations pertaining to public improvements.

II. Criteria for Minor Amendments

A. A minor amendment to an approved preliminary development plan or plat, an approved final development plan or plat may be initiated by the owner of all or a portion of the property, or, by the Board of Trustee's when the Board has determined that the amendment is in the public interest.

B. Criteria

The administrative (minor) amendment process may only be used for amendments, changes and revisions to a preliminary or final plan or final plat that has been determined to be of a minor engineering, planning or administrative nature that meet one or more of the following criteria:

3. All involved lands must be part of a previously approved plan or plat.
4. No additional lot, parcel or building site is created.
5. The lot or parcel areas, or street frontage, shall not be reduced by more than 10 percent.
6. The revisions do not conflict with any other ordinances, regulations, codes or rules of law of the Town of Columbine Valley or the State of Colorado.
7. The revisions do not conflict with any major requirement or condition of the approved final Planned Development plan.
8. Changes consist of typographical and spelling errors or transpositions, incorrect seal, incorrect dates, monumentation incorrectly noted or drawn, incorrect or missing interior bearing(s) and/or dimension(s) on the drawing, or missing or incorrectly displayed arrows or symbols.
9. The revisions are street name changes only.
10. The revision is a plan title change only.

III. Findings

The amendment meets the required criteria involved with the processing for minor amendments.

The minor amendment to the approved final development plan was initiated by the Board of Trustee's. The Board has determined that the amendment is in the public interest.

The criteria met includes:

1. All involved lands are a part of a previously approved plan or plat.
2. No additional lot, parcel or building site is created.
3. The revisions do not conflict with any other ordinances, regulations, codes or rules of law of the Town of Columbine Valley or the State of Colorado.
4. The revisions do not conflict with any major requirement or condition of the approved Final Planned Development Plan.

During the first reading for the amendment, it was heard that the Metropolitan District was not necessarily in agreement with the change. Staff has contacted and worked with the Metropolitan District to come up with verbiage for the amendment that was satisfactory for both the Town and District. The intent was directly coordinated in that the Wild Plum Metropolitan District that the swales (specifically swale #1 and swale #3 as identified in the approved construction documents) would be considered part of the stormwater drainage system, allows for the district to access the area as required if the owners of the swale fail to maintain the stormwater drainage system, and provides a definition of a utility easement to include public improvements including stormwater drainage systems.

The changes made to the plat corrected notes adding clarification to stormwater maintenance as it pertains to the Wild Plum Metropolitan District and references obligations outlined in the Service Plan for the public improvements. It also identifies that some of these stormwater drainage system facilities (public improvement) are contained within the utility easements allowing for access if needed to maintain these facilities.

IV. RECOMMENDATION

Based on the finding that the request meets all the criteria for Minor Plat Amendment and the minor note changes pertaining to responsibilities of the Wild Plum Metropolitan District and its Service Plan were added to help clarify obligations, the staff recommends approval.

Motion: Move to approve the Second Minor Amendment to the Wild Plum Final Plat with the note changes as presented.

MEMORANDUM

TO: Brent
FROM: Troy
RE: WPF Stormwater and Utility Easements
DATE: February 14, 2024

This memo provides emphasis on the importance of Metro District and Ownership and Maintenance responsibilities, particularly related to easements, utilities, and stormwater as a utility.

The Metro District service plan, August 15, 2017, specifies the Metro District as owner and maintainer of public improvements. This is listed in Section V.A. – See Figure 1. And references Section V.E. and Exhibit E.

Public improvements are specified as Stormwater Drainage System in Section V.E. See Figure 2. And further clarified as swales in Exhibit E. See Figure 3.

This ownership and maintenance responsibility is executed through right-of-way, common elements (open space tracts), and easements through, within, and on which the public improvements reside.

Therefore, it is clarified in the plat note:

“Metro District ownership of public improvements includes the use of right-of-way, tracts, and easements to provide access, inspection, maintenance, and operation thereof.”

Additional clarification can include:

“Easements are defined as platted. Where defined as “utility easement”, utility is known to include public improvements such as stormwater, electric, gas, telecom, and other public services as allowed by city, state, and federal regulations.”

Further clarification can include language explaining the upset conditions:

“Whereupon the Metro District fails in its obligation to provide operation and maintenance of public improvements according to city, state, or federal standards, the Town reserves the right, with proper notice, to resolve, mitigate, or correct deficiencies at the expense of the Metro District.”



MEMORANDUM

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District.

The District shall have the power and authority to provide the Public Improvements and to undertake related District Activities pursuant to the Special District Act and as such power and authority are otherwise afforded to special districts under Colorado law, subject to all of the conditions and limitations of this Service Plan and the IGA. The specific Public Improvements to be constructed and maintained by the District shall be limited to those Public Improvements generally described in Section V.D. below, and Exhibit E, and shall under all circumstances be constructed and maintained by the District consistent with this Service Plan, the Approved Development Plan, and any applicable intergovernmental agreement entered into between the Town and the District. Any and all Public Improvements which cannot be funded by the District shall be funded and completed by the Developer per the Developer's Approved Development Plan with the Town and all associated Developer obligations to the Town.

Figure 1 - Powers of the District include ownership and maintenance of public improvements

2. Stormwater Drainage System and Detention Ponds. The District shall be authorized to construct stormwater drainageways and improvements within and without the District. The District may also construct detention inlets, ponds, outfall structures, and associated improvements both within and outside the District to control stormwater runoff and water quality. Unless otherwise agreed with the Town or other service provider, stormwater drainage systems and detention ponds will remain the property of the District, and the District will be responsible for ongoing operation and maintenance of them in accordance with all applicable state, Town and other applicable legal requirements.

Figure 2 - Section V.E. specifies the public improvements include stormwater drainage systems

Quantity	Description	Unit	Rate	Total
2460	STORM DRAINAGE IMPROVEMENTS			
	Pipe 18" RCP C.L.-III	1,073	LF	\$1.00
	Pipe 24" RCP C.L.-III	1,590	LF	\$5.00
	Pipe 30" RCP C.L.-III	543	LF	\$105.00
	24" FES	5	EA	\$1,800.00
	18" FES	5	EA	\$2,300.00
	5' Type R Inlet	4	EA	\$4,000.00
	10' Type R Inlet	5	EA	\$6,200.00
	Raprap	300	SY	\$8.00
	Underseam	6,240	LF	\$15.00
	5' MASHBELL	11	EA	\$1,100.00
	Offset	1	LS	\$500,000.00
	Channel Inlets/Pond Improvements Misc	1	LS	\$100,000.00
2460	TOTAL - STORM DRAINAGE IMPROVEMENTS			1,857,000

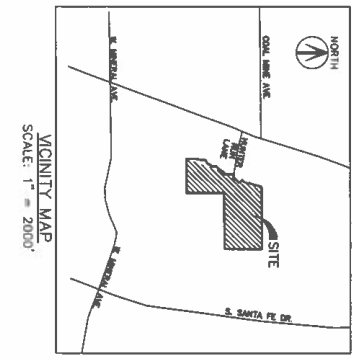
Figure 3 - Exhibit E specifying channel improvements (swales) as drainage improvements under Metro District ownership and maintenance.

END OF MEMORANDUM

FINAL PLAT
WILD PLUM, SECOND MINOR AMENDMENT
 A PART OF THE NE 1/4 OF SECTION 30, AND THE NW 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH,
 RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF COLOMBINE VALLEY, COUNTY OF ARAPAHOE, STATE OF COLORADO.
 104.828 ACRES - 95 RESIDENTIAL LOTS - 15 TRACTS

STANDARD NOTES

- THE OBJECTS OF SAID PLAT, AND THE SAID PLAT IS INTENTIONALLY DISTRICT (HEREINAFTER THE WETRO DISTRICT) IN THE RESPECTIVE SECTIONS, RANGES AND AS SHOWN HEREON.
- APPROVED CONTRACTS FOR THE DEVELOPMENT, CONSTRUCTION OR IMPROVEMENT OF THE SAID PLAT SHALL BE SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.
- EXISTING AND SERVICE VEHICLES, TRACTS 5 AND 7 SHOWN HEREON ARE OWNED BY THE TOWN OF COLOMBINE VALLEY. THE SAID TRACTS AND THE SAID VEHICLES ARE NOT BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT. THE SAID TRACTS AND THE SAID VEHICLES ARE BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT. THE SAID TRACTS AND THE SAID VEHICLES ARE BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT. THE SAID TRACTS AND THE SAID VEHICLES ARE BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT.
- STREET MAINTENANCE: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SAID TRACTS AND THE SAID VEHICLES. THE SAID TRACTS AND THE SAID VEHICLES ARE BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT.



LAND USE SUMMARY CHART

TRACT	AREA (SQ. FEET)	AREA (AC)	USE	OWNER	STATUS
TRACT A	453,335	10.461	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT B	14,812	0.341	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT C	28,892	0.662	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT D	12,249	0.281	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT E	3,985	0.091	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT F	1,918	0.044	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT G	64,801	1.489	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT H	149,232	3.394	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT I	41,849	0.952	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT J	4,831	0.111	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT K	28,398	0.652	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT L	77,003	1.768	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT M	445,306	10.223	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT N	431,147	9.898	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TRACT O	23,662	0.541	OPEN SPACE/RECREATION/UTILITIES TRAILS	METRO DIST	METRO DIST
TOTAL TRACT AREA	2,101,022	48,299			
TOTAL NOW AREA	2,068,843	47,483			
TOTAL SITE AREA	4,068,300	94,828			

- STREET MAINTENANCE: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SAID TRACTS AND THE SAID VEHICLES. THE SAID TRACTS AND THE SAID VEHICLES ARE BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT.
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GENERAL NOTES

- LAND THE GRANTEE COMPANY WARRANTS TO ACCURACY, DATED FEBRUARY 04, 2017 AT 2:00 P.M. THIS PLAT IS SUBJECT TO THE SAID WARRANTS OF GRANTEE COMPANY.
- DATE OF RECORDING: THIS PLAT WAS RECORDED IN THE PUBLIC RECORDS OF ARAPAHOE COUNTY, COLORADO, ON FEBRUARY 04, 2017 AT 2:00 P.M.
- APPROVED CONTRACTS FOR THE DEVELOPMENT, CONSTRUCTION OR IMPROVEMENT OF THE SAID PLAT SHALL BE SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.
- EXISTING AND SERVICE VEHICLES, TRACTS 5 AND 7 SHOWN HEREON ARE OWNED BY THE TOWN OF COLOMBINE VALLEY. THE SAID TRACTS AND THE SAID VEHICLES ARE NOT BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT. THE SAID TRACTS AND THE SAID VEHICLES ARE BEING OFFERED FOR SALE OR CONVEYANCE BY THE SAID PLAT.
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FINAL DEVELOPMENT PLAN CROSS-REFERENCE

THIS IS AN APPROVED FINAL DEVELOPMENT PLAN FOR THE PROPERTY OWNED BY THE SUBDIVISION. THE SAID PLAN IS SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY. THE SAID PLAN IS SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.

30-YEAR FLOODPLAIN NOTE

PORTION OF THE SUBJECT PROPERTY IS WITHIN THE 100-YEAR FLOODPLAIN AS SHOWN ON FEDERAL DEPARTMENT OF COMMERCE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD ZONING MAPS. THE SAID FLOODPLAIN IS SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.

TOWN ENGINEER'S REVIEW

THE SAID PLAT HAS BEEN REVIEWED BY THE TOWN ENGINEER AND FOUND TO BE IN ACCORDANCE WITH THE TOWN ENGINEER'S REVIEW. THE SAID PLAT IS SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.

BOARD OF TOWNSHIP APPROVAL

THIS PLAT HAS BEEN APPROVED BY THE BOARD OF MEMBERS OF THE TOWN OF COLOMBINE VALLEY. THE SAID PLAT IS SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.

COUNTY CLERK AND RECORDER ACCEPTANCE

THIS PLAT HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO. THE SAID PLAT IS SUBJECT TO THE APPROVED CONTRACTS FOR THE SAID PLAT AND ACCEPTED BY THE TOWN OF COLOMBINE VALLEY.

AZTEC ENGINEERS ARCHITECTS PLANNERS

9013 S. JUMBA STREET, 4TH FLOOR
 DENVER, CO 80231-4881

DEVELOPER
LENNAR

DATE OF RECORDING: _____
 SHEET 1 OF 7

WILD PLUM FIRST ADMINISTRATIVE AMENDMENT, A REPEAT OF BLOCKS 2-5 A MINOR AMENDMENT

FINAL PLAN
 A PART OF THE NE 1/4 OF SECTION 30, AND THE NW 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF COLUMBINE VALLEY, COUNTY OF ARAPAHOE, STATE OF COLORADO.
 104.828 ACRES - 95 RESIDENTIAL LOTS - 15 TRACTS

LEGEND

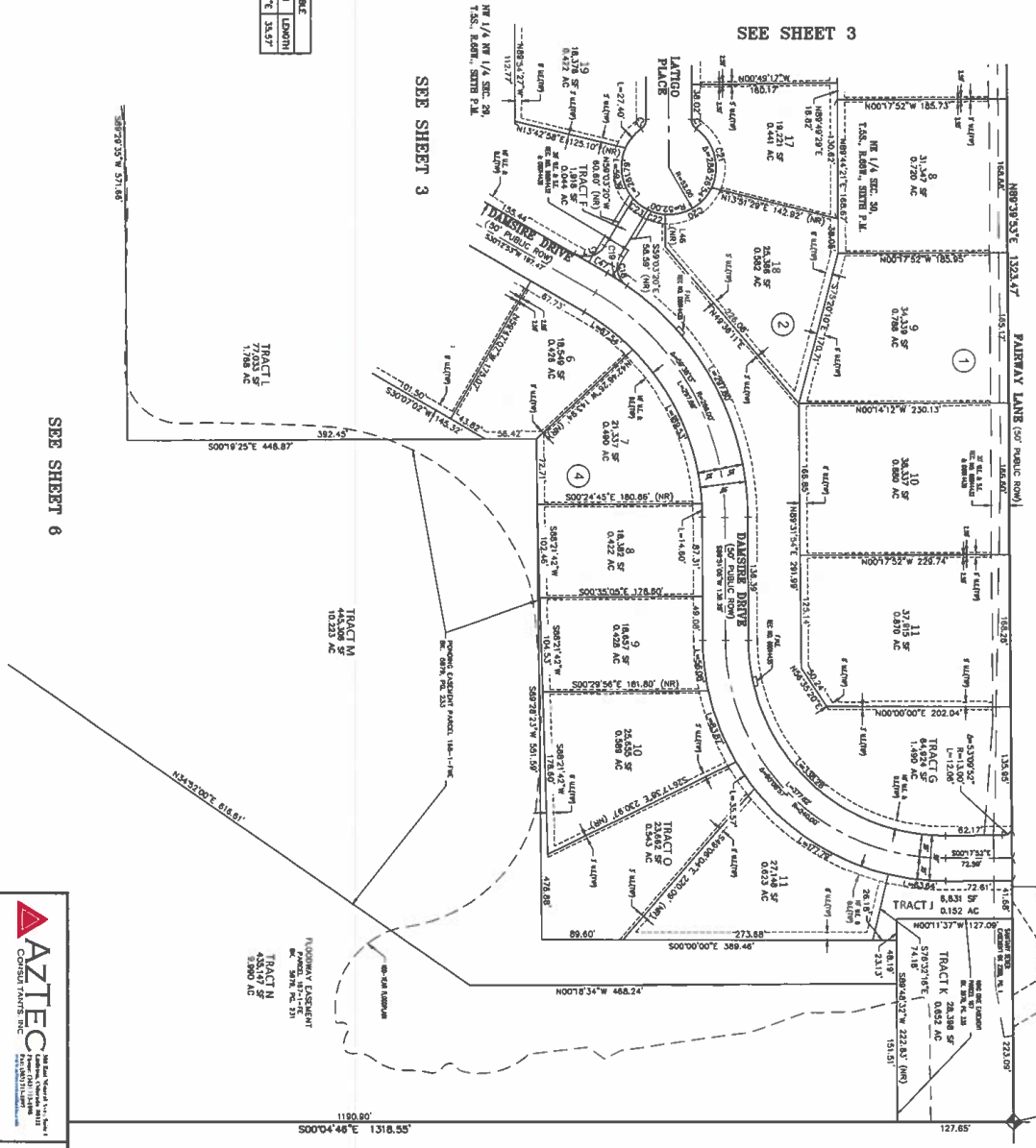
- 1 REPAVED SECTION CORNER, STAMPED AS W/100
- 2 ROAD IN 4" REBAR WITH 1" ORANGE PLASTIC CAP
- 3 STAMPER TO THE STREET
- 4 ROAD IN 4" REBAR WITH 1-1/4" RED PLASTIC CAP
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CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	54.1327°	13.00'	12.30'
C2	54.1327°	13.00'	12.30'
C3	54.1327°	13.00'	12.30'
C4	54.1327°	13.00'	12.30'
C5	54.1327°	13.00'	12.30'
C6	54.1327°	13.00'	12.30'
C7	54.1327°	13.00'	12.30'
C8	54.1327°	13.00'	12.30'
C9	54.1327°	13.00'	12.30'
C10	54.1327°	13.00'	12.30'
C11	54.1327°	13.00'	12.30'
C12	54.1327°	13.00'	12.30'
C13	54.1327°	13.00'	12.30'
C14	54.1327°	13.00'	12.30'
C15	54.1327°	13.00'	12.30'
C16	54.1327°	13.00'	12.30'
C17	54.1327°	13.00'	12.30'
C18	54.1327°	13.00'	12.30'
C19	54.1327°	13.00'	12.30'
C20	54.1327°	13.00'	12.30'
C21	54.1327°	13.00'	12.30'
C22	54.1327°	13.00'	12.30'
C23	54.1327°	13.00'	12.30'

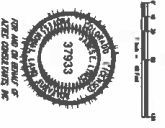
LINE TABLE

LINE	BEARING	LENGTH
L48	N89°50'27"E	33.57'



AZTEC
 CONSULTANTS, INC.
 918 S. JUNCO STREET, 4TH FLOOR
 DENVER, CO 80212
 303-499-5022

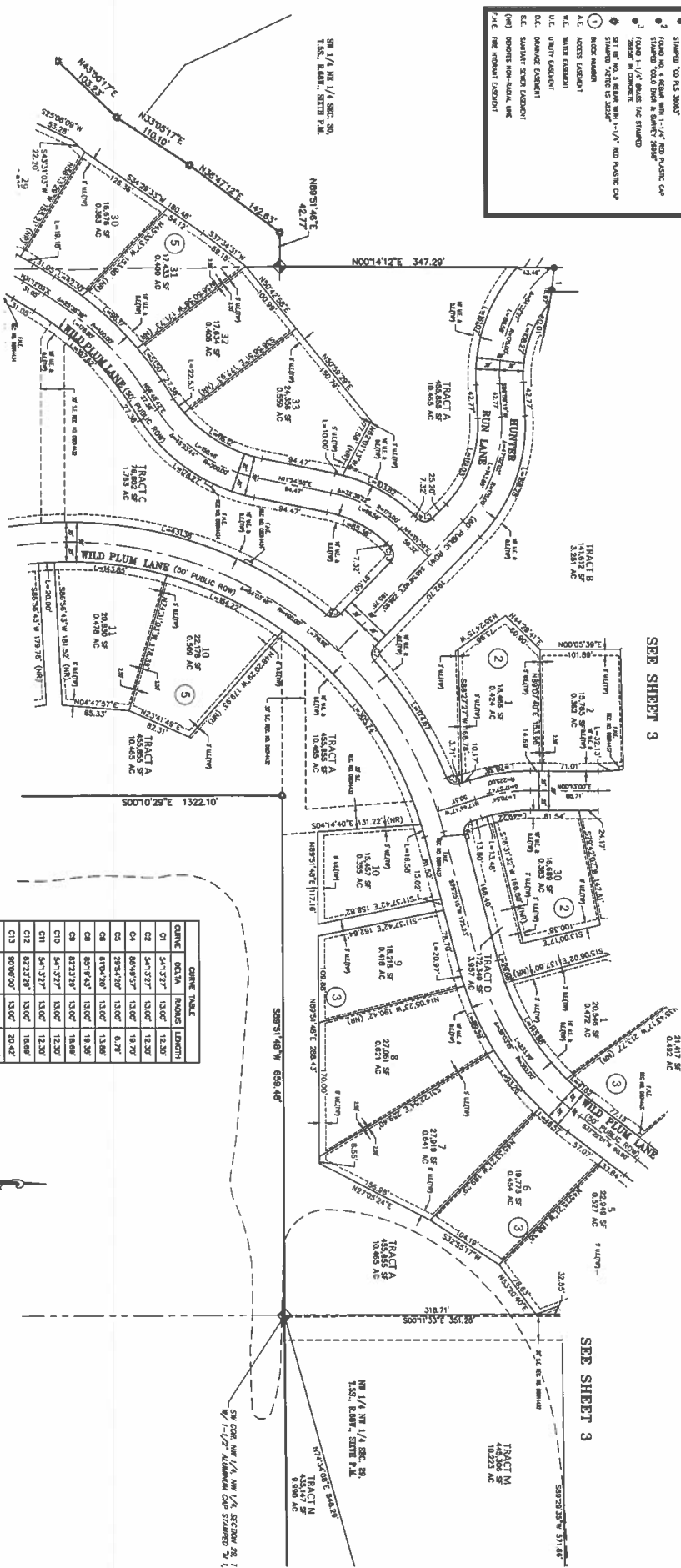
DEVELOPER
KENNAH
 918 S. JUNCO STREET, 4TH FLOOR
 DENVER, CO 80212
 303-499-5022



WILD PLUM FIRST ADMINISTRATIVE AMENDMENT, A REPLAT OF BLOCKS 2-5 A MINOR AMENDMENT

FINAL PLAT
 A PART OF THE NE 1/4 OF SECTION 30, AND THE NW 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF COLUMBINE VALLEY, COUNTY OF ARAPAHOE, STATE OF COLORADO.
 104.828 ACRES - 95 RESIDENTIAL LOTS - 15 TRACTS

LEGEND	
+	RECORDED SECTION CORNER, STAMPED AS NOTED
1	ROAD NO. 4 REBAR WITH 1" SQUARE PLASTIC CAP STAMPED "O.S. 30647"
2	TRACT NO. 4 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
3	TRACT NO. 2 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
4	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
5	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
6	ACCESS EASEMENT
7	WHITE EASEMENT
8	UTILITY EASEMENT
9	BOUNDARY EASEMENT
10	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
11	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
12	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
13	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
14	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"
15	ST. 1/2" NO. 3 REBAR WITH 1-1/2" RED PLASTIC CAP STAMPED "O.S. 30647"



LINE	BEARING	LENGTH
146	S89°20'27"E	35.57'

CHANCE	DELTA	RADIUS	LENGTH
C1	S41°32'27"	13.00'	12.20'
C2	S41°32'27"	13.00'	12.20'
C3	S41°32'27"	13.00'	12.20'
C4	S41°32'27"	13.00'	12.20'
C5	S41°32'27"	13.00'	12.20'
C6	S41°32'27"	13.00'	12.20'
C7	S41°32'27"	13.00'	12.20'
C8	S41°32'27"	13.00'	12.20'
C9	S41°32'27"	13.00'	12.20'
C10	S41°32'27"	13.00'	12.20'
C11	S41°32'27"	13.00'	12.20'
C12	S41°32'27"	13.00'	12.20'
C13	S41°32'27"	13.00'	12.20'
C14	S41°32'27"	13.00'	12.20'
C15	S41°32'27"	13.00'	12.20'
C16	S41°32'27"	13.00'	12.20'
C17	S41°32'27"	13.00'	12.20'
C18	S41°32'27"	13.00'	12.20'
C19	S41°32'27"	13.00'	12.20'
C20	S41°32'27"	13.00'	12.20'
C21	S41°32'27"	13.00'	12.20'
C22	S41°32'27"	13.00'	12.20'
C23	S41°32'27"	13.00'	12.20'

AZTEC CONSULTANTS INC.
 1000 West 10th Street, Suite 100
 Denver, Colorado 80202
 Phone: 303.733.1111
 Fax: 303.733.1112
 Website: www.aztecconsultants.com
 Arapaho Reg. No. 20064248

DEVELOPER
LENNAR
 9100 E. AMARCO STREET, 4TH FLOOR
 DENVER, CO 80212
 303-756-3002

DATE OF PREPARATION
 9/29/2020

SCALE
 1"=40'

SHEET 6 OF 7

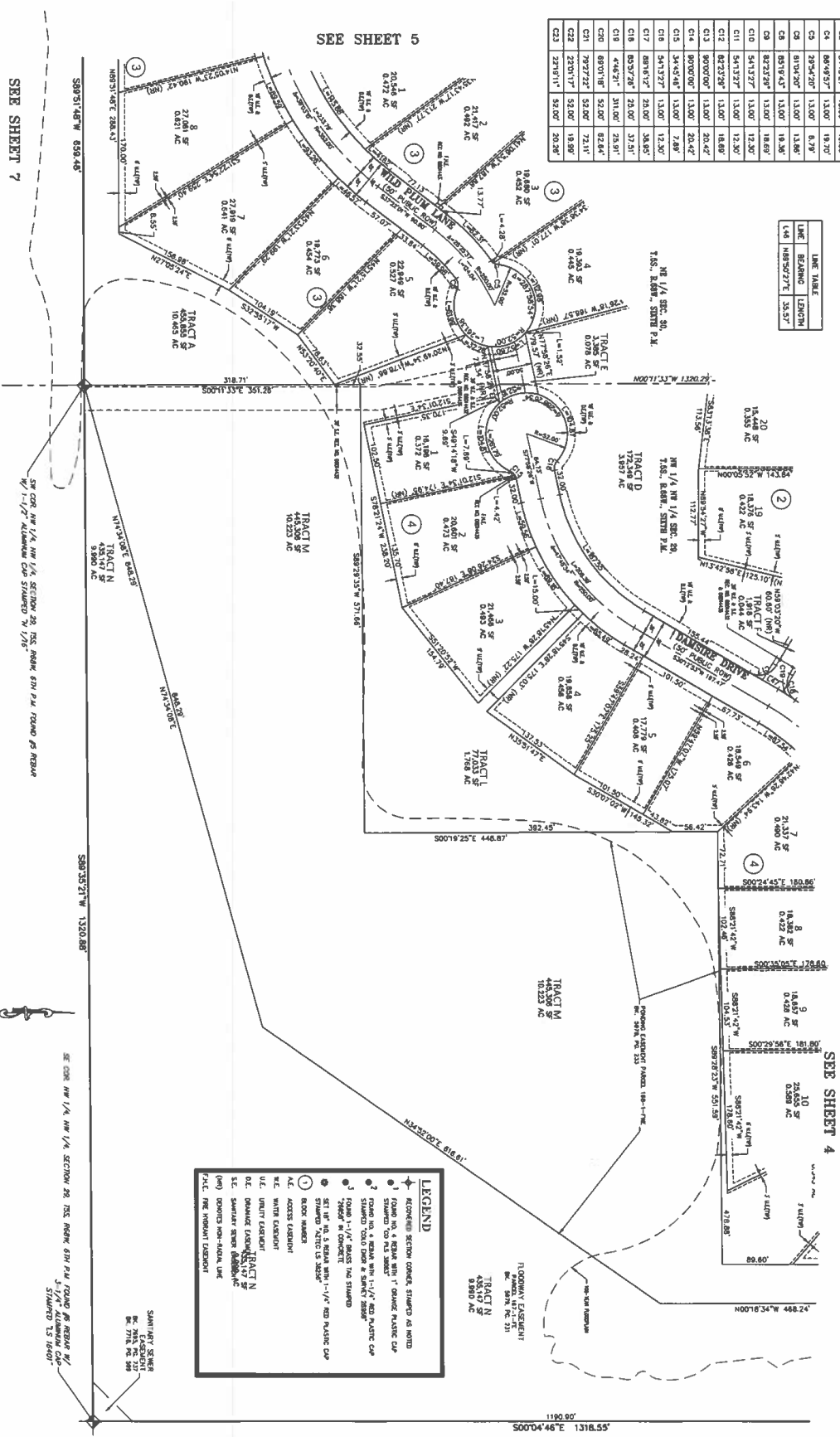


WILD PLUM FIRST ADMINISTRATIVE AMENDMENT, A REPLAT OF BLOCKS 2-5 A MINOR AMENDMENT

FINAL PLAT
 A PART OF THE NE 1/4 OF SECTION 30, AND THE NW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF COLUMBINE VALLEY, COUNTY OF ARAPAHOE, STATE OF COLORADO.
 104.828 ACRES - 95 RESIDENTIAL LOTS - 15 TRACTS

CHANCE	DIRTY	FAVOR	LENGTH
C1	S41°32'7"	13.00'	12.20'
C2	S41°32'7"	13.00'	12.20'
C3	S41°32'7"	13.00'	12.20'
C4	S41°32'7"	13.00'	12.20'
C5	S41°32'7"	13.00'	12.20'
C6	S41°32'7"	13.00'	12.20'
C7	S41°32'7"	13.00'	12.20'
C8	S41°32'7"	13.00'	12.20'
C9	S41°32'7"	13.00'	12.20'
C10	S41°32'7"	13.00'	12.20'
C11	S41°32'7"	13.00'	12.20'
C12	S41°32'7"	13.00'	12.20'
C13	S41°32'7"	13.00'	12.20'
C14	S41°32'7"	13.00'	12.20'
C15	S41°32'7"	13.00'	12.20'
C16	S41°32'7"	13.00'	12.20'
C17	S41°32'7"	13.00'	12.20'
C18	S41°32'7"	13.00'	12.20'
C19	S41°32'7"	13.00'	12.20'
C20	S41°32'7"	13.00'	12.20'
C21	S41°32'7"	13.00'	12.20'
C22	S41°32'7"	13.00'	12.20'
C23	S41°32'7"	13.00'	12.20'

LINE TABLE	BEARING	LENGTH
L46	N89°52'27"E	35.57'



LEGEND

- ◆ RECONVEY SECTION CORNER STAMPED AS NOTED
- 1 ROUND N.O. & REBAR WITH 1" DOMESTIC PLASTIC CAP
- 2 ROUND N.O. & REBAR WITH 1-1/2" DOMESTIC PLASTIC CAP
- 3 ROUND N.O. & REBAR WITH 1-1/2" DOMESTIC PLASTIC CAP
- 4 ROUND N.O. & REBAR WITH 1-1/2" DOMESTIC PLASTIC CAP
- 5 SET UP IN 1/2" REBAR WITH 1-1/2" DOMESTIC PLASTIC CAP
- 6 STAMPED "AZTEC IS MARK"
- 7 STAMPED "AZTEC IS MARK"
- 8 STAMPED "AZTEC IS MARK"
- 9 STAMPED "AZTEC IS MARK"
- 10 STAMPED "AZTEC IS MARK"
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- 95 STAMPED "AZTEC IS MARK"
- 96 STAMPED "AZTEC IS MARK"
- 97 STAMPED "AZTEC IS MARK"
- 98 STAMPED "AZTEC IS MARK"
- 99 STAMPED "AZTEC IS MARK"
- 100 STAMPED "AZTEC IS MARK"

AZTEC CONSULTANTS INC.
 915 S. JAMICA STREET, 4TH FLOOR
 ENGLEWOOD, CO 80112
 303-486-5002

DEVELOPER
LENNAR

DATE OF REVISION
 SHEET 6 OF 7

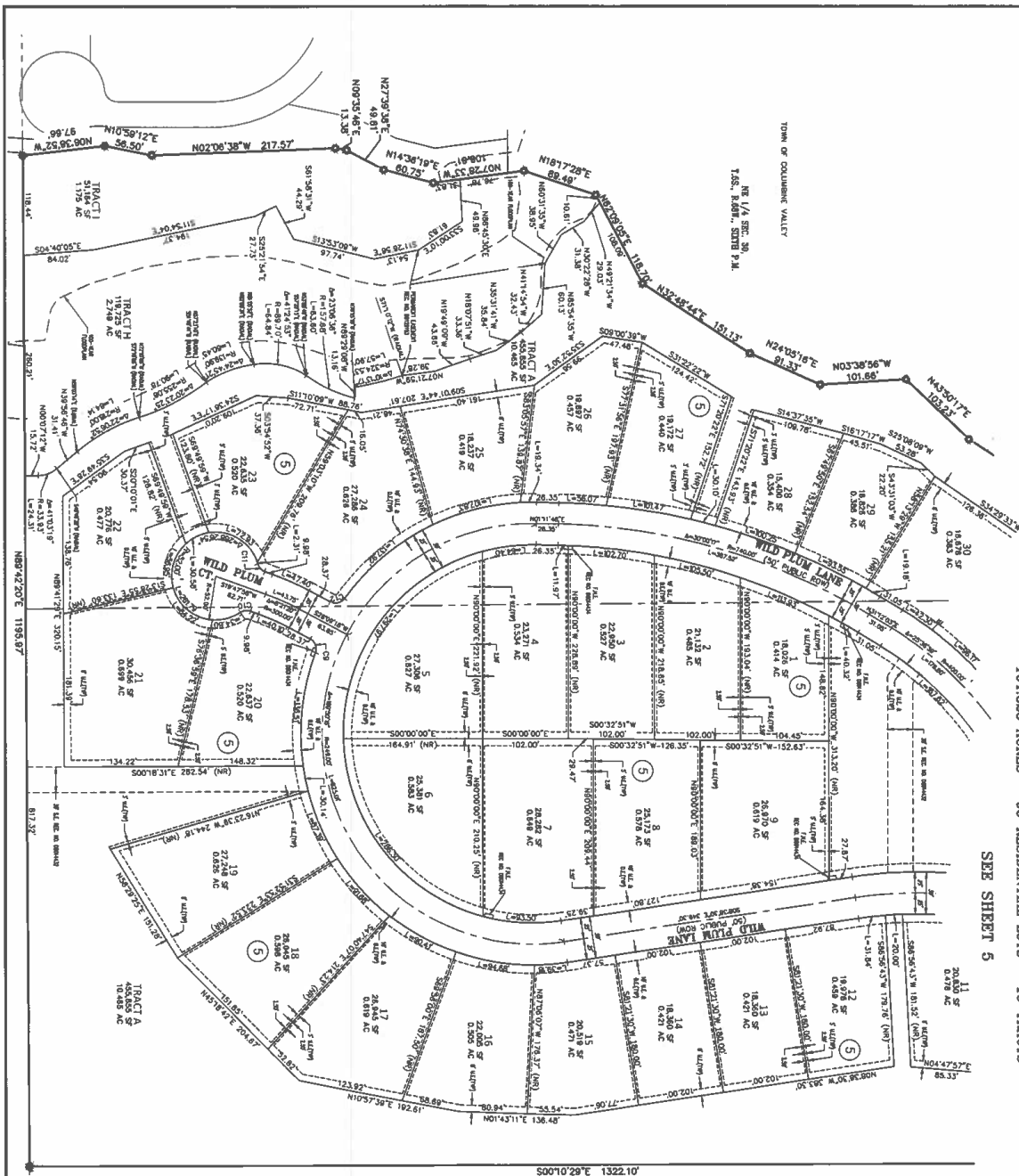


FINAL PLAT

WILD PLUM FIRST ADMINISTRATIVE AMENDMENT, A REPLAT OF BLOCKS 2-5 A MINOR AMENDMENT

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104,828 ACRES - 95 RESIDENTIAL LOTS - 15 TRACTS

SEE SHEET 5



LOT	AREA (SQ. FT.)	ACRES
1	18,000	0.410
2	18,000	0.410
3	18,000	0.410
4	18,000	0.410
5	18,000	0.410
6	18,000	0.410
7	18,000	0.410
8	18,000	0.410
9	18,000	0.410
10	18,000	0.410
11	18,000	0.410
12	18,000	0.410
13	18,000	0.410
14	18,000	0.410
15	18,000	0.410
16	18,000	0.410
17	18,000	0.410
18	18,000	0.410
19	18,000	0.410
20	18,000	0.410
21	18,000	0.410

LEGEND

- IMPROVED SECTION CORNER, STATION AS NOTED
- ① ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ② ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ③ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ④ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑤ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑥ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑦ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑧ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑨ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑩ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑪ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑫ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑬ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑭ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑮ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑯ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑰ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑱ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑲ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ⑳ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP
- ㉑ ROUND N.W. & S.W. CORNERS - SHOWN PLAIN CAP

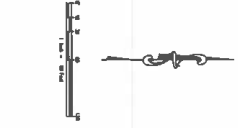
AZTEC
CONCRETE TANKS, INC.

3913 E. JAVIERA STREET, 4TH FLOOR
DENVER, CO 80212
303-733-5002

DEVELOPER
LENNAH

DATE OF
REVISION

3/20/2008





Request for Board of Trustee Action

Date:	March 19, 2024
Title:	Trustee Bill #2, Series 2024 – Flood Damage Prevention
Presented By:	J.D. McCrumb, Town Administrator
Prepared By:	Troy Carmann, Town Engineer
Background:	<p>The Town of Columbine Valley participates in the National Flood Insurance Program (NFIP). The cost of participating in the NFIP is the Town maintaining local ordinances that keep buildings and people out of the floodplain as much as possible. The benefits of participating in this national program include reduced cost flood insurance for residential structures and hazard mapping support from the Federal Emergency Management Agency (FEMA). The Urban Drainage and Flood Control District (UDFCD) works with FEMA to update and maintain hazard mapping to reflect current conditions on a recurring basis (about every 10 years).</p> <p>At this time, UDFCD has a new flood hazard map for the Dutch Creek floodplain within the Town of Columbine Valley. The Town has had a floodplain ordinance for several decades. The Town has updated the ordinance several times over the years. The last update was in 2020 when the State required additional updates to match the State rules.</p> <p>This action simply updates the effective date of the maps in the ordinance.</p>
Attachments:	Trustee Bill #2, Series 2024 Relevant pages describing changes.
Staff Recommendations:	Approve as presented
Recommended Motion(s):	“I move to approve as presented Trustee Bill #2, Series 2024 on 2 nd Reading”.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY CONCERNING FLOOD DAMAGE
PREVENTION

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

Section 1. That Section 15.36.070 of the Municipal Code of the Town of Columbine Valley is hereby amended in its entirety to read as follows:

Section 15.36.070. Basis For Establishing The Areas Of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Arapahoe County, Colorado and Incorporated Areas," effective April 11, 2024, with accompanying Flood Insurance Rate Maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this Ordinance and may be supplemented by studies designated and approved by the Town of Columbine Valley. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs and/or FIRMs on file and available for public inspection.

Section 2. Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

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

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

Introduced as Trustee Bill No. 2, series of 2024, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of February, 2024, passed by a vote of ____ for and 0 against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and ____ against on the ____ day of _____, 2024, and ordered published in the Littleton Independent on the ____ day of _____, 2024.

Roy Palmer, Mayor

ATTEST:

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

Tributary and Otero Tributary in February 2018. The analysis was conducted by RESPEC Consulting & Services and identified flood hazard information on the above stream reaches. This report was incorporated into this revision of the FIS and FIRM for portions of Big Dry Creek (Downstream of County Line Road), Fillmore Tributary, Nobles Road Tributary and Otero Tributary.

a. Acknowledgments

The Big Dry Creek (Downstream of County Line Road), Fillmore Tributary, Nobles Road Tributary and Otero Tributary study flow paths through Arapahoe County, Colorado were performed by RESPEC Consulting & Services for the Mile High Flood District as part of the “Big Dry Creek (Downstream of County Line Road) Flood Hazard Area Delineation”. FEMA reviewed and accepted these data for the purposes of this revision.

b. Scope

Detailed hydrologic and hydraulic analyses were conducted for this portion of Big Dry Creek (Downstream of County Line Road), Fillmore Tributary, Nobles Road Tributary and Otero Tributary. This portion of Big Dry Creek is approximately 9.1 miles long and generally slopes to the northwest. Fillmore Tributary is approximately 1.5 miles long and generally slopes to the north. Nobles Road Tributary is approximately 1.8 miles long and slopes to the northwest. Otero Tributary is approximately 1.3 miles long and slopes to the north. The Big Dry Creek watershed has an average slope of 2.0% across the entire watershed.

c. Hydrology

For Big Dry Creek (Downstream of County Line Road), Fillmore Tributary, Nobles Road Tributary and Otero Tributary, the 2-, 5-, 10-, 25-, 50-, and 100-year return period storms were analyzed using UDFCD’s Colorado Urban Hydrograph Procedure (CUHP) 2005, version 1.4.3 to generate hydrographs for each sub-basin. Hydrographs for each sub-basin were then routed using Environmental Protection Agency’s (EPA) Storm Water Management Model (SWMM), version 5.0, build 5.0.022 to determine peak discharge rates at select design points.

d. Hydraulic

For Big Dry Creek (Downstream of County Line Road), Fillmore Tributary, Nobles Road Tributary and Otero Tributary, the U.S. Army Corps of Engineer’s step backwater program HEC-RAS, Version 4.1.0, was used for the floodplain analysis. The survey data collected for all of the major bridges and culverts was used in the model. Because Big Dry Creek basin is fully built-out, the study used future conditions discharges for the analysis. Modified versions of MDP models were used as the basis for this study to improve accuracy and to contain the future conditions 500-year event, which was not included in the original models.

e. Manning

For Big Dry Creek (Downstream of County Line Road), Fillmore Tributary, Nobles Road Tributary and Otero Tributary, estimates of channel and overbank roughness were determined using aerial photography and field observations. The channel and bank roughness values ranged from 0.016 to 0.1. Pavement was set at 0.016. Regularly maintained grass was set at 0.03. Sandy portions of the channel and grasslands were set at 0.035. Brush and weeds were set at 0.05. Dense Trees were set at 0.07. Buildings and Development were set at 0.1.

The following Letters of Map Revision (LOMRs) were incorporated into this revision. Please note that this table only includes LOMRs that have been issued on the FIRM panels updated by this map revision. For all other areas within this county, users should be aware that revisions to the FIS Report made by prior LOMRs may not be reflected herein and users will need to continue to use the previously issued LOMRs to obtain the most current data.

Letter of Map Revisions (LOMRs)

Case Number	Effective Date	Flooding Source	FIRM Panel(s)
12-08-0132P	August 10, 2012	Little Dry Creek	08005C0452L
14-08-0302P	July 18, 2014	Little Dry Creek	08005C0452L 08005C0456K ¹
17-08-0306P	October 6, 2017	Willow Creek	08005C0456K ¹ 08005C0458M
19-08-0093P	August 16, 2019	Little Dry Creek	08005C0163L 08005C0164K ²
20-08-0155P	November 6, 2020	Drainageway D	08005C0431L ³ 08005C0432N
20-08-0871P	October 8, 2021	Willow Creek	08005C0458M 08005C0459L ⁴
21-08-0174P	May 7, 2021	Lee Gulch	08005C0432N
21-08-1000P	September, 9, 2022	Big Dry Creek	08005C0454L
22-08-0055P	September 2, 2022	Big Dry Creek	08005C0454L

¹ Although a portion of LOMR 14-08-0302P and LOMR 17-08-0306P fall within the scope of this map revision, panel 08005C0456K was not revised. Therefore, users must continue to refer to the annotated FIRM attachment for these two LOMRs for FIRM panel 08005C0456K.

² Although a portion of LOMR 19-08-0093P falls within the scope of this map revision, panel 08005C0164K was not revised. Therefore, users must continue to refer to the annotated FIRM attachment for this LOMR for FIRM panel 08005C0164K.

³ Although a portion of LOMR 20-08-0155P falls within the scope of this map revision, panel 08005C0431L was not revised. Therefore, users must continue to refer to the annotated FIRM attachment for this LOMR for FIRM panel 08005C0431L.

⁴ Although a portion of LOMR 20-08-0871P falls within the scope of this map revision, panel 08005C0459L was not revised. Therefore, users must continue to refer to the annotated FIRM attachment for this LOMR for FIRM panel 08005C0459L.

APPENDIX A

Table 7: Map Repositories

Community	Address	City	State	Zip Code
Arapahoe County, Unincorporated Areas	Public Works and Development Department 6924 South Lima Street	Centennial	CO	80112
Aurora, City of	Engineering Department 15151 East Alameda Parkway, Suite 3200	Aurora	CO	80012
Centennial, City of	Southeast Metro Stormwater Authority 7437 South Fairplay Street	Centennial	CO	80112
Cherry Hills Village, City of	Village Center 2450 East Quincy Avenue	Cherry Hills Village	CO	80113
Columbine Valley, Town of	Town Hall 2 Middlefield Road	Columbine Valley	CO	80123
Deer Trail, City of	Planning Department 555 Second Avenue	Deer Trail	CO	80105
Englewood, City of	Civic Center 1000 Englewood Parkway	Englewood	CO	80110
Foxfield, Town of	Planning Department 18896 East Powers Drive	Aurora	CO	80015
Glendale, City of	City Hall 950 South Birch Street	Glendale	CO	80222
Greenwood Village, City of	City Hall 6060 South Quebec Street	Greenwood Village	CO	80111
Littleton, City of	Public Works Department 2255 West Berry Avenue	Littleton	CO	80120
Sheridan, City of	Sheridan Municipal Center 4101 South Federal Boulevard	Sheridan	CO	80110



Request for Board of Trustee Action

Date: February 20, 2024

Title: Trustee Bill #3 – Series 2024 Fire Code

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Jim Thelen, Chief Building Official; Anthony Valdez, SMFD Bureau Chief

Background: The Town incorporates the fire code in its adopted building code. From time to time the fire department updates its code requiring us to do the same.

Attachments: Trustee Bill #3 – Series 2024

Staff Recommendations: Approve as presented.

Recommended Motion(s): “I move to approve as presented Trustee Bill #3, 2024 on 2nd reading”.

TOWN OF COLUMBINE VALLEY

ORDINANCE #3

SERIES of 2024

INTRODUCED BY TRUSTEE AL TIMOTHY

AN ORDINANCE FOR THE TOWN OF COLUMBINE VALLEY, COLORADO, ADOPTING THE INTERNATIONAL CODE COUNCIL'S 2021 INTERNATIONAL FIRE CODE INCLUDING APPENDICES CHAPTERS B, C, AND D.

WHEREAS the purpose of the International Fire Code is to establish minimum requirements for providing reasonable level of fire safety and property protection from hazards of fire, explosion or dangerous conditions in new and existing buildings.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN TRUSTEES, OF THE TOWN OF COLUMBINE VALLEY, COLORADO THAT:

ARTICLE 7 – International Fire Code

Sec. 18-7-10. – International Fire Code adopted.

- (a) The International Fire Code, 2021 Edition, as published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 80 inclusive and appendices B, C, and D, as amended, (“IFC”) is hereby adopted by reference as the Town of Columbine Valley Fire Code as if fully set out in this Article with the additional, deletions, insertions and changes as set forth in this Article.
- (b) No building shall be hereafter constructed, erected, enlarged, altered, or moved into the Town unless the same shall, as to design, construction,
- (c) Quality of materials and workmanship, conform with the IFC, as adopted and as amended.

Sec. 18-7-20. - Purpose of the International Fire Code

The purpose of the IFC is to provide minimum standards to safeguard life or limb, health, property and public welfare from the hazards of fire, explosion, and dangerous conditions arising from the storage, handling and use of hazardous materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises and provision to assist emergency response personnel.

Sec. 18-7-30. - Amendments.

The following deletions, additions, insertions, and changes are hereby made to the IFC as adopted by reference by Section 18-7-10:

- (1) **IFC Section 101.1.** IFC Section 101.1 (Title) is amended by the addition of the term inserting “Town of Columbine Valley” where indicated by [Name of Jurisdiction].

- (2) The following Appendices are hereby adopted as part of this code:

Appendix B, Fire-Flow Requirements for Buildings, as amended.

Appendix C, Fire Hydrant Locations and Distribution.

Appendix D, Fire Apparatus Access Roads, as amended.

- (3) **IFC Section 103.1.** IFC Section 103.1 (Creation of agency) is amended to read as follows:

103.1 Creation of agency. The South Metro Fire Rescue Fire Protection District is hereby created as the Fire Marshal’s Office within the jurisdiction of the Town of Columbine Valley and the official in charge thereof shall be known as the fire code official. The function of the Fire Marshal’s Office shall be the implementation, administration, and enforcement of the provisions of this code.

- (4) **IFC Section 103.2.** IFC Section 103.2 (Appointment) is amended to read as follows:

103.2 Appointment. The Fire Marshal of the South Metro Fire Rescue Fire Protection District, or designee, is hereby appointed as the fire code official.

- (5) **IFC Section 105.5.38.** IFC Section 105.5.38 (Outdoor assembly event) is amended to read as follows:

105.5.38 Outdoor assembly event. An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 500 people.

- (6) **IFC Section 105.5.49.** IFC Section 105.5.49 (Temporary membrane structures and tents) is amended to read as follows:

105.5.49 Temporary membrane structures and tents. An operational permit is required to operate a membrane structure, air-inflated membrane structure, air-supported membrane structure, a temporary special event structure, or a tent having an area more than 400 square feet (37 m²).

Exceptions:

1. [no change]
2. [no change]

- (7) **IFC Section 105.6.** IFC Section 105.6 (Required construction permits) is amended to read as follows:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Section 105.6.1 through 105.6.25

- (8) **IFC Section 105.6.24.** IFC Section 105.6.24 (Temporary membrane structures and tents) is amended to read as follows:

105.6.24 Temporary membrane structures and tents. A construction permit is required to erect a membrane structure, air-inflated membrane structure, air-supported membrane structure, a temporary special event structure, or a tent having an area more than 400 square feet (37 m²).

Exceptions:

1. [no change]
2. [no change]
3. [no change]

- (9) A new **IFC Section 105.6.25 (Buildings and facilities)** is added to read as follows:

105.6.25 Buildings and facilities. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change

occupancy of a building, or structure, or facility, or to cause any such work to be performed, shall first make application to the fire code official and obtain the required permit.

- (10) **IFC Section 107.3 Permit valuation**, is deleted in its entirety.
- (11) **IFC Section 111.1**. IFC Section 111.1 (Board of appeals established) is amended to read as follows:

111.1 Board of appeals established. To hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be created a Regional Fire Code Board of Appeals by the entry of various fire districts into an intergovernmental agreement ("IGA"). The board of appeals shall be appointed through the operation of the IGA. The fire code official shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

- (12) **IFC Section 112.4**. IFC Section 112.4 (Violation penalties) is amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by the Town of Columbine Valley Municipal Code 15.04.120

- (13) **IFC Section 113.4**. IFC Section 113.4 (Failure to comply) is amended to read as follows:

113.4 Failure to comply. It shall be a violation of this code for any person to continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subjected to penalties in 15.04.120 Town of Columbine Valley Municipal Code.

- (14) **IFC Section 503.1**. IFC Section 503.1 (Where required) is amended to read as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D.

- (15) **IFC Section 503.1.1.** IFC Section 503.1.1 (Buildings and facilities) is amended to read as follows:

503.1.1 Buildings and facilities. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section, Appendix D where applicable, and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720mm) where any of the following conditions occur:

- 1.1. The building is equipped throughout with an *approved* automatic sprinkler system installed in accordance with Section 903.3.1.1 (NFPA 13), the dimension shall be unlimited, as *approved*, provided access roads are extended to within 150 feet (45 720mm) of at least one, *approved* side of the building or structure. Fire hydrant requirements of Section 507 may necessitate additional roads to serve hydrants near large buildings.

- 1.2. The building is equipped with an *approved* automatic sprinkler system installed in accordance with Section 903.3.1.2 (NFPA 13R) or 903.3.1.3 (NFPA 13D), the dimension shall be increased to 200 feet (60 960mm).

- 1.3. The fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.

1.4. There are not more than two Group R-3 or Group U occupancies.

2. Where *approved* by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

(16) **IFC Section 503.2.** IFC Section 503.2 (Specifications) is amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D as amended.

(17) **IFC Section 503.2.1.** IFC Section 503.2.1 (Dimensions) is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for *approved* security gates in accordance with **Section 503.6**, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm) and in accordance with Appendix D, as amended. The greater dimension of required unobstructed width shall prevail.

(18) **IFC Section 503.2.3.** IFC Section 503.2.3 (Surface) is amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing up to 80,000 pounds and shall be surfaced to provide all-weather driving capabilities with an *approved* driving surface material.

(19) **IFC Section 503.2.7.** IFC Section 503.2.7 (Grade) is amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of 6% or as otherwise determined by the fire code official based on fire district apparatus specifications.

- (20) **IFC Section 503.3.** IFC Section 503.3 (Marking) is amended to read as follows:

503.3 Marking. Where required by the fire code official, approved signs or other *approved* notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which the fire lanes are designated shall always be maintained in a clean and legible condition and be replaced or repaired when necessary to provide adequate visibility. The marking of the fire apparatus access roads shall be in accordance with the fire code official’s specifications and D103.6.

- (21) **IFC Section 503.4.** IFC Section 503.4 (Obstruction of fire apparatus access roads) is amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances in Sections 503.2.1, 503.2.2, and Appendix D shall always be maintained.

- (22) **IFC Section 503.6.** IFC Section 503.6 (Security gates) is amended to read as follows:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be *approved* by the fire code official and shall be in accordance with Section D103.5.

- (23) **IFC Section 507.3.** IFC Section 507.3 (Fire flow) is amended to read as follows:

507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B or by a method *approved* by the fire code official.

- (24) **IFC Section 507.5.** IFC Section 507.5 (Fire hydrant systems) is amended to read as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C.

- (25) **IFC Section 510.1.** IFC Section 510.1 (Emergency responder radio coverage in new buildings) is amended to read as follows:

510.1 Emergency responder communication coverage in new buildings. *Approved* in-building, two-way emergency responder communication coverage for emergency responders shall be provided within all new buildings. In-building, two-way emergency responder communication coverage within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. Where *approved* by the fire code official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an *approved* radio coverage system.
2. [no change]
3. [no change]

- (26) **IFC Section 903.3.** IFC Section 903.3 (Installation requirements) is amended to read as follows:

903.3 Installation requirements. Automatic sprinkler systems shall be designed and installed in accordance with Section 903.3.1 through 903.3.9

- (27) A new **IFC Section 903.3.9 (Spare sprinklers)** is amended to read as follows:

903.3.9 Spare sprinklers. Spare sprinklers shall be provided per NFPA 13, NFPA 13R, NFPA 13D and in accordance with the fire code official's supplemental documents outlining specific provisions for multiple buildings under the same ownership.

- (28) **Subsection (1) of IFC Section 905.4.** IFC Section 905.4 (Location of Class I standpipe hose connections) is amended to read as follows:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. The hose connections shall be located at the main floor landing unless otherwise *approved* by the fire code official.

Exception: Deleted in its entirety.

(29) **IFC Section 1103.7.6(3)**. IFC Section 1103.7.6(3) (Group R-2) is amended to read as follows:

3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units, provided that dwelling units either have a means of egress door opening directly to an exterior exit access that leads directly to the exits or are served by open-ended corridors designed in accordance with Section 1027.6, Exception 3.2 to 3.5.

(30) **IFC Section 5601.1.3**. IFC Section 5601.1.3 (Fireworks) is amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exception:

1. The use of fireworks for displays as allowed in Section 5608.

(31) **IFC Section 5704.2.9.6.1**. IFC Section 5704.2.9.6.1 (Locations where above-ground tanks are prohibited) is deleted in its entirety.

(32) **IFC Section 5706.2.4.4**. IFC Section 5706.2.4.4 (Locations where above-ground tanks are prohibited) is deleted in its entirety.

(33) **IFC Section 5806.2**. IFC Section 5806.2 (Limitations) is deleted in its entirety.

(34) **IFC Section 6104.2**. IFC Section 6104.2 (Maximum capacity within established limits) is deleted in its entirety.

(35) **IFC Section B105.1**. IFC Section B105.1 (One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses) in Appendix B is amended to read as follows:

B105.1 One- and two-family dwellings Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings having a fire flow calculation area that does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785 L/min) for 1 hour. Fire-flow and flow duration for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses having a fire-flow calculation area more than 3,600 square feet (344.5 m²) shall not be less than that specified in Table B105.1.

Exception: A reduction in the required fire-flow of 25 percent, as *approved*, is allowed when the building is equipped with an *approved* automatic fire sprinkler system.

- (36) **IFC Section B105.2.** IFC Section B105.2 (Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses) in Appendix B is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwelling, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.1.

Exception: A reduction in the required fire-flow of 50 percent, as *approved*, is allowed when the building is equipped with an *approved* automatic fire sprinkler system installed in accordance with Section 903.3.1.1 (NFPA 13). A reduction in the required fire-flow of 25 percent, as *approved*, is allowed when the building is equipped with an *approved* automatic fire sprinkler system installed in accordance with Section 903.3.1.2 (NFPA 13R). The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration in Table B105.1.

- (37) **IFC Section B105.3.** IFC Section B105.3 (Water supply for buildings equipped with an automatic sprinkler system) in Appendix B is deleted in its entirety.

(38) **IFC Table B105.1(1).** IFC Table B105.1(1) (Required fire flow for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses) in Appendix B is deleted in its entirety.

(39) **IFC Table B105.2.** IFC Table B105.2 (Required fire flow for buildings other than one- and two-family dwellings) is deleted in its entirety.

(40) **IFC Table B105.1(2).** IFC Table B105.1(2) (Minimum required fire-flow and flow duration for buildings) title only is amended to read as follows:

“Table B105.1: MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS”.

(41) **IFC Section D102.1.** IFC Section D102.1 (Access and loading) is amended to read as follows:

D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete, or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 80,000 pounds (34 050 kg).

(42) **IFC Section D103.1.** IFC Section D103.1 (Access Road width with a hydrant) is deleted in its entirety.

(43) **IFC Section D103.2.** IFC Section D103.2 (Grade) is amended to read as follows:

D103.2 Grade. The grade of the fire apparatus access road shall be a maximum of 6% or as otherwise determined by the fire code official based on fire district apparatus specifications.

(44) **IFC Section D103.4.** IFC Section D103.4 (Dead ends) is amended to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads more than 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4 and the Town of Columbine Valley roadway design standards. Whereas the provisions are in conflict, the provisions of the Town of Columbine Valley roadway design standards shall prevail.

- (45) **IFC Section D103.6.** IFC Section D103.6 (Signs) is amended to read as follows:

D103.6 Signs and widths. Where required by the fire code official, fire apparatus access road shall be marked with permanent “NO PARKING – FIRE LANE” signs in accordance with the width specified within the fire code official’s specifications.

- (46) **IFC Section D104.1.** IFC Section D104.1 (Buildings exceeding three stories or 30 feet in height) is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

- (47) **IFC Section D105.1.** IFC Section D105.1 (Where required) is amended to read as follows:

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

Exception: Where *approved* by the fire code official, buildings of Type IA, Type IB construction equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, meets the definition of a high-rise building as defined by the International Building Code, and having firefighter access through an enclosed stairway with a Class I standpipe system from the lowest level of fire department vehicle access to all roof surfaces.

(48) **IFC Section D106.1.** IFC Section D106.1 (Projects having more than 100 dwelling units) is amended to read as follows:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and *approved* fire apparatus access roads.

Exception: Deleted in its entirety.

Sec. 18-7-40. – Penalties for Violation of the International Fire Code.

It shall be a civil infraction for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy or maintain any building or structure, or cause or permit the same to be done in violation of the IFC. In addition to other sanctions set forth in the IFC and this Code, a person who violates the IFC may receive a civil penalty in an amount not to exceed the maximum amount authorized in 15.04.120 of this Code.



Request for Board of Trustee Action

Date:	March 19, 2024
Title:	Trustee Bill #4 - Second Amendment to the Final Plan – Wild Plum 1 st Reading
Presented By:	Brent Kaslon, Town Planner
Prepared By:	Brent Kaslon, Town Planner
Background:	<p>This major amendment to the Final Development Plan for the Wild Plum neighborhood is to essentially hand over architectural control to the Metro District. During the final plan process for Wild Plum, to protect the interests of the Town, strict architectural control measures were enacted in the Planned Development Standards for the neighborhood to ensure that monotony (repetition in housing type and style) in the development did not occur. All the homes have been completed (or are soon to be completed) and thus these restrictions are no longer needed. Town Staff was approached by the Metro District Board to pursue the changes that are noted in the redlines to the Final Development Plan. Overall, these changes put future architectural control into the Board of the Metropolitan District's purview, like the other HOA's in Columbine Valley, to have influence in how their neighborhood is administered. The neighborhood will still have to abide by all the setback standards, height standards, etc. as shown in the development stipulations chart that were approved in the original Final Development Plan for the neighborhood.</p>
Attachments:	Trustee Bill #4 - 2024 2024-03-19_Wild Plum FDP_Plan Change Redlines 2024-03-19_Wild Plum Second Plat Amendment Staff Report
Staff Recommendations:	Approve as presented
Recommended Motion:	"I move to approve the Second Amendment to the Final Plan for Wild Plum on 1 st Reading and move to set a public hearing for this ordinance on Tuesday, April 16, 2024."

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY APPROVING THE SECOND AMENDMENT
TO THE WILD PLUM FINAL DEVELOPMENT PLAN

WHEREAS, the Board of Trustees of the Town of Columbine Valley heretofore approved the Wild Plum Final Development Plan, which was recorded with the Arapahoe County Clerk and Recorder on March 18, 2018, and

WHEREAS, the Board of Trustees of the Town of Columbine Valley thereafter approved the Wild Plum First Amendment to the Wild Plum Final Development Plan which was recorded with the Arapahoe County Clerk and Recorder on January 16, 2021; and

WHEREAS, the Wild Plum Metropolitan District desires to further amend the Wild Plum Development Plan to provide among other things, that the district will have architectural control over the Wild Plum Community; an

WHEREAS, the Board of Trustees of the Town of Columbine Valley desires to approve a Second Amendment to the Wild Plum Final Development Plan, which provides more authority to the Wild Plum Metropolitan District; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley deem that this Ordinance, approving the Second Amendment to the Wild Plum Final Development Plan, serves the public health, safety and welfare.

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

Section 1. The Board of Trustees hereby approves the Second Amendment to the Wild Plum Final Development Plan, subject to the recommendations set forth in the Staff Report a copy of which is attached hereto.

Section 2. Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

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

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

and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 4, series of 2024, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 19th day of March, 2024, passed by a vote of _____ for and _____ against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of _____ for and _____ against on the _____ day of April, 2024, and ordered published in the Littleton Independent on the _____ day of _____, 2024.

Roy Palmer, Mayor

ATTEST:

J.D. McCrumb, Clerk of the Town

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 30, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 29;

THENCE NORTH 89°39'53" EAST ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, 1323.47 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 00°04'46" EAST, A DISTANCE OF 1,318.56 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89°35'21" WEST, A DISTANCE OF 1,320.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 89°51'48" WEST, A DISTANCE OF 659.48 FEET;

THENCE SOUTH 00°10'29" EAST, A DISTANCE OF 1,322.10 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°42'15" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1,195.97 FEET TO THE CENTERLINE OF THE NEVADA DITCH;

THENCE ALONG SAID CENTERLINE OF THE NEVADA DITCH, THE FOLLOWING SIXTEEN (16) COURSES:

1. NORTH 09°38'52" WEST, A DISTANCE OF 97.69 FEET;
2. NORTH 10°59'12" EAST, A DISTANCE OF 56.50 FEET;
3. NORTH 02°05'38" WEST, A DISTANCE OF 217.57 FEET;
4. NORTH 09°35'46" EAST, A DISTANCE OF 13.38 FEET;
5. NORTH 27°39'38" EAST, A DISTANCE OF 49.61 FEET;
6. NORTH 14°36'19" EAST, A DISTANCE OF 80.75 FEET;
7. NORTH 07°28'33" WEST, A DISTANCE OF 108.61 FEET;
8. NORTH 18°17'28" EAST, A DISTANCE OF 89.49 FEET;
9. NORTH 62°09'06" EAST, A DISTANCE OF 118.70 FEET;
10. NORTH 32°48'44" EAST, A DISTANCE OF 151.13 FEET;
11. NORTH 24°05'16" EAST, A DISTANCE OF 91.33 FEET;
12. NORTH 03°38'56" WEST, A DISTANCE OF 161.66 FEET;
13. NORTH 43°50'17" EAST, A DISTANCE OF 103.23 FEET;
14. NORTH 33°05'17" EAST, A DISTANCE OF 110.10 FEET;
15. NORTH 36°47'11" EAST, A DISTANCE OF 142.83 FEET;
16. NORTH 89°51'46" EAST, A DISTANCE OF 42.77 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE NORTH 00°14'12" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 347.29 FEET;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

1. SOUTH 84°19'37" EAST A DISTANCE OF 27.70 FEET;
2. SOUTH 79°25'46" EAST A DISTANCE OF 76.98 FEET;
3. SOUTH 83°56'03" EAST A DISTANCE OF 15.56 FEET;
4. SOUTH 85°23'47" EAST A DISTANCE OF 7.57 FEET;
5. NORTH 85°34'02" EAST A DISTANCE OF 7.72 FEET;
6. NORTH 79°22'20" EAST A DISTANCE OF 23.11 FEET;
7. NORTH 57°01'19" EAST A DISTANCE OF 17.48 FEET;
8. NORTH 61°22'49" EAST A DISTANCE OF 6.84 FEET;
9. NORTH 40°26'40" EAST A DISTANCE OF 6.33 FEET;
10. NORTH 36°16'47" EAST A DISTANCE OF 7.67 FEET;
11. NORTH 26°57'20" EAST A DISTANCE OF 7.67 FEET;
12. NORTH 19°15'57" EAST A DISTANCE OF 7.74 FEET;
13. NORTH 14°33'11" EAST A DISTANCE OF 7.72 FEET;
14. NORTH 05°19'11" EAST A DISTANCE OF 6.66 FEET;
15. NORTH 01°51'47" WEST A DISTANCE OF 6.98 FEET;
16. NORTH 03°48'11" EAST A DISTANCE OF 6.73 FEET;
17. NORTH 17°30'53" WEST A DISTANCE OF 8.77 FEET;
18. NORTH 42°49'43" EAST A DISTANCE OF 172.41 FEET TO A POINT ON THE CENTERLINE OF SAID NEVADA DITCH;

THENCE, ALONG SAID CENTERLINE, THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 38°37'06" WEST, A DISTANCE OF 65.39 FEET;
2. NORTH 23°39'53" WEST, A DISTANCE OF 43.46 FEET;
3. NORTH 10°40'15" EAST, A DISTANCE OF 40.79 FEET;
4. NORTH 30°26'54" EAST, A DISTANCE OF 79.40 FEET;
5. NORTH 21°36'36" EAST, A DISTANCE OF 47.54 FEET;
6. NORTH 12°38'14" EAST, A DISTANCE OF 91.66 FEET;
7. NORTH 09°34'39" EAST, A DISTANCE OF 54.79 FEET;
8. NORTH 15°49'03" EAST, A DISTANCE OF 131.32 FEET;
9. NORTH 07°08'56" EAST, A DISTANCE OF 37.34 FEET;
10. NORTH 16°05'29" EAST, A DISTANCE OF 181.60 FEET;
11. NORTH 17°31'45" EAST, A DISTANCE OF 65.95 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°38'44" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 865.86 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 104.828 ACRES, (4,566,287 SQUARE FEET), MORE OR LESS.

Staff Report:

2nd Amendment (Major) to the Final Development Plan Wild Plum

I. Purpose

This major amendment to the Final Development Plan for the Wild Plum neighborhood is to essentially hand over architectural control to the Metro District. During the final plan process for Wild Plum, to protect the interests of the Town, strict architectural control measures were enacted in the Planned Development Standards for the neighborhood to ensure that monotony (repetition in housing type and style) in the development did not occur. All the homes have been completed (or are soon to be completed) and thus these restrictions are no longer needed. Town Staff was approached by the Metro District Board to pursue the changes that are noted in the redlines to the Final Development Plan. Overall, these changes put future architectural control into the Board of the Metropolitan District's purview, like the other HOA's in Columbine Valley, to have influence in how their neighborhood is administered. The neighborhood will still have to abide by all the setback standards, height standards, etc. as shown in the development stipulations chart that were approved in the original Final Development Plan for the neighborhood.

The notable changes include:

1. Removal of anti-monotony clauses.
2. Removal of the architectural drawings and elevations from the final development plan.
3. Removal of references to architectural and elevation drawings.
4. Removal of reference to colors.
5. Removal of reference to residential exterior lighting.
6. Removal of reference to review of any modifications by Town Architect.
7. Administrative Changes – language changes.
8. Standard Notes Change – Building Permits/Certificates of Occupancy
9. Removal of references to approval of final plat prior to construction.

II. Criteria for Administrative Amendments

A. An amendment (major) to an approved Final Development Plan or plat, an approved final development plan or plat may be initiated by the owner of all or a portion of the property, or, by the Board of Trustee's when the Board has determined that the amendment is in the public interest.

- a. Any revision to an approved preliminary or final plan that does not meet the criteria for a minor amendment as defined in Paragraph B of this section is considered a major amendment.
- b. The major amendment process is the same process as the final plan.

B. Criteria for Minor Amendment

The Minor Amendment process may only be used for amendments, changes and revisions to a preliminary or final plan or final plat that has been determined to be of a minor engineering, planning or administrative nature that meet one or more of the following criteria:

1. All involved lands must be part of a previously approved plan or plat.
2. No additional lot, parcel or building site is created.
3. The lot or parcel areas, or street frontage, shall not be reduced by more than 10 percent.
4. The revisions do not conflict with any other ordinances, regulations, codes or rules of law of the Town of Columbine Valley or the State of Colorado.

5. The revisions do not conflict with any major requirement or condition of the approved final Planned Development plan.
6. Changes consist of typographical and spelling errors or transpositions, incorrect seal, incorrect dates, monumentation incorrectly noted or drawn, incorrect or missing interior bearing(s) and/or dimension(s) on the drawing or missing or incorrectly displayed arrows or symbols.
7. The revisions are street name changes only.
8. The revision is a plan title change only.

III. Findings

This amendment does not meet the required criteria involved with the processing for Minor Amendments, and therefore this Major Amendment will follow the same process as the final development plan.

The Major Amendment was presented to the Planning and Zoning Commission and approved on February 13, 2024. The Board of Trustees is to hear the case on first reading and then a public hearing will be scheduled and conducted during the second reading of the ordinance. Notification will be required for this amendment at the second reading of this ordinance. The amendment was brought on by the Metro District (owners).

The changes made to the plan are to change the architectural control from the Board of Trustees (based on the final plan) to the Metro District (neighborhood organization). This is in direct agreement with the general provisions of the Zoning Code and Land Use Regulations that requires a Homeowners Association or equivalent organization whose responsibilities and authority shall include, but are not limited to, enforcement of the approved design standards and maintenance responsibility for common open space and common facilities. The metro district has enacted their own architectural control committee through their documents and the prior plan did not allow for any deviation to the as built colors or architectural materials, or other additions/modifications to homes. Several homeowners have requested approval for changes, but the Metro District ACC cannot approve them without this Amendment.

IV. RECOMMENDATION

Based on the finding that this Amendment is a Major Amendment and meets all the requirements set forth in the Zoning Code and Land Use Regulations, Staff agrees with and recommends approval the changes proposed by the Wild Plum Metro District as written/redlined and discussed. These changes were also recommended for approval by the Planning and Zoning Commission meeting on February 13, 2024. Since the recommendation of approval in February by the Planning and Zoning Commission, Staff has also been informed of ongoing coordination between representatives from Wild Plum Metropolitan District and residents from other HOAs.

At the Planning and Zoning Commission meeting, staff asked for discussion on other issues with how to process the amendment and were not directly tied to the changes of architectural control changes. The changes that were agreed upon at the Planning and Zoning Commission Meeting include:

- Formatting:
For sections where the entirety of the outline number/letter is removed, change to “deleted”.

- Deletions:
In the Staff's review of the documents, there are a few items that can be deleted to clean up the document.
Land Use Tabulation: Delete RA (Agriculture) in front of proposed zoning designation.
Special Notes: Delete "No development will be allowed or building permits issued until a final subdivision plat for the planning area is approved." The plat was approved at the same time of the Final Development Plan in 2017.
Massing & Entries (Pg 3-II-C): Remove the word "shown" from the statement: "All covered patios shown shall be standard features." Since there are no patios being shown, it is no longer relevant.
Special Lot Restrictions (Pg 3-V) The verbiage notes "The house...", It should now read, "Any house...". This protects these two lots if the house were to be removed and re-built, making the restriction permanent.

- Lastly, staff recommends that the statement of purpose for this amendment on page 1 should read as follows:

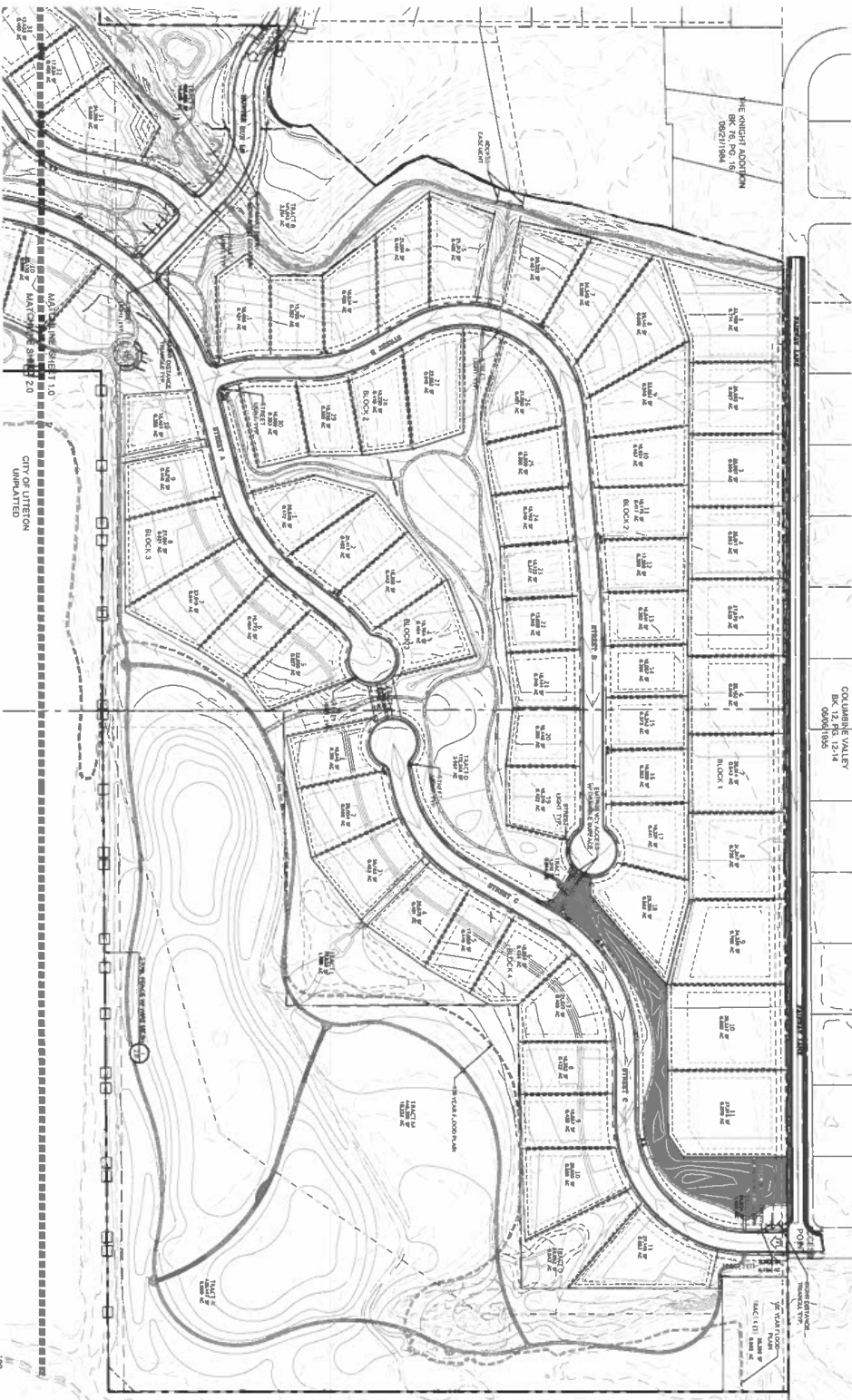
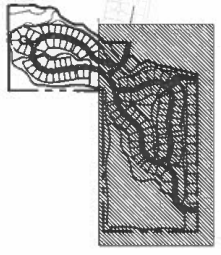
THIS SECOND AMENDMENT WHICH SUPERSEDES THE FINAL DEVELOPMENT PLAN APPROVED ON JULY 17, 2017, AND FIRST AMENDMENT TO THE FINAL DEVELOPMENT PLAN APPROVED ON MARCH 20, 2020, INCORPORATES THE FOLLOWING REVISIONS:

- *TRANSFERS ARCHITECTURAL CONTROL FROM THE FINAL DEVELOPMENT PLAN TO THE DESIGN REVIEW COMMITTEE OF THE WILD PLUM METROPOLITAN DISTRICT.*
- *SINCE ALL HOMES HAVE BEEN BUILT PURSUANT TO THE REQUIREMENTS OF THE FIRST AMENDMENT TO THE FINAL DEVELOPMENT PLAN, REMOVES THE ARCHITECTURAL ELEVATIONS, COLORS AND MATERIALS, AND REFERENCES TO THE SAME, FROM THE FINAL DEVELOPMENT PLAN.*

Motion: Move to approve the Second Amendment for Wild Plum Final Development Plan with the changes as presented.

Wild Plum Final Development Plan 1st Administrative Amendment, A Minor Amendment

A Part of the NE $\frac{1}{4}$ of Section 30 and the NW $\frac{1}{4}$ of Section 29,
Township 5 South, Range 68 West of the Sixth Principal Meridian,
County of Arapahoe, State of Colorado
104.828 Acres



planning & la	people creating spaces	people creating spaces	PO Box 128718	Denver, CO 80202	tel (303) 231-4465	www.dpsplanning.com
ENERPIA	ENERPIA	ENERPIA	Enerpia Consulting Group LLC	1529 Market Street, Suite 300	Denver, CO 80202	ph 303.592.6588
ENERPIA	ENERPIA	ENERPIA	ENERPIA	9193 S Jamaica Street, #4 Floor	Englewood CO 80112	ph 303.486.9000

project name

Wild Plum
Planned Development
Columbine Valley, Colorado

sheet title

SITE PLAN
NORTH

sheet number

Sheet 4

3		
2		
1	Final Amended	03.20.12
0	Revisions	Date
0	Master Set	02.08.11

Wild Plum Final Development Plan 1st Administrative Amendment, A Minor Amendment

A Part of the NE 1/4 of Section 30 and the NW 1/4 of Section 29,
Township 5 South, Range 68 West of the Sixth Principal Meridian,
County of Arapahoe, State of Colorado
104,828 Acres



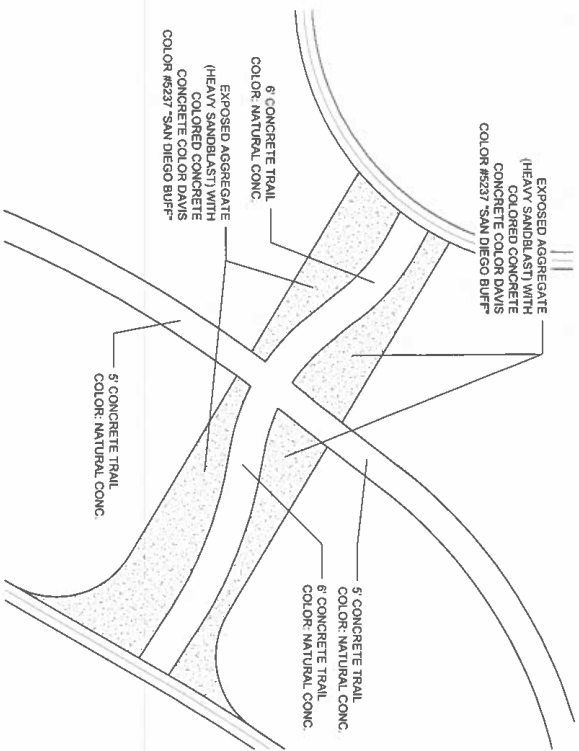
1 PERSPECTIVE - PRIMARY ENTRY MONUMENT

SCALE NTS



2 PERSPECTIVE - SECONDARY ENTRY MONUMENT

SCALE NTS



3 EMERGENCY ACCESS

SCALE NTS

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people creating spaces
3000 W. 10th Avenue, Suite 100
Denver, CO 80202
Tel: (303) 531-1600
www.danpaulson.com

CHRYSTAL
A Division of
Frontier Planning Group LLC
1229 Market Street, Suite 500
Denver, CO 80202
Tel: (303) 733-6588

APPLICANT
Lamar Colorado, LLC
9193 S. Hazlett Street, 2nd Floor
Englewood, CO 80112
Tel: (303) 733-6588
303-886-0001

project name

Wild Plum
Planned Development
Columbine Valley, Colorado

sheet title

CONCEPTUAL
MONUMENT
DESIGN

sheet number

Sheet 6

1	Final Amended	03/20/2	JLW
2	Plan Revision	1/1/1	JLW
3	Plan Revision	02/08/1	JLW

Wild Plum

Final Development Plan

First Administrative Amendment, A Minor Amendment

A Part of the NE $\frac{1}{4}$ of Section 30 and the NW $\frac{1}{4}$ of Section 29,
 Township 5 South, Range 68 West of the Sixth Principal Meridian,
 County of Arapahoe, State of Colorado
 104.828 Acres

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ARCHITECTURE



KOGA Studio Architects, PC
 950 Spence Street, Suite 210
 Louisville, CO 80027
 303.442.3882
 www.kogastudio.com

APPLICANT
 Locant Colorado, LLC
 Registered Professional Engineer
 Contact: Ken Pedersen
 303.442.3882

Project name

Wild Plum
 Planned Development
 Columbine Valley, Colorado

sheet title

Elevation
 Style
 Matrix

sheet number

7

1	First Amended	01.20.20
2	Revisions	Date
3	Revised By	02.08.18

Model #	Nantucket	Columbine Craftsman	Columbine Traditional	Mountain Contemporary	French Country	English Country	Euro Cottage
6R04	•	•					
6R05	•						
6R06	•	•					
6T03	•						•
6T04		•					
6T05							•
7R05	•				•	•	
7R06			•	•			
7R07			•	•	•		
7R08	•	•		•	•		
7T01		•		•			•
7T02		•			•		•
7T03		•		•			•
7T05	•		•		•		•

PAGES 7-56 REMOVED
 (ARCHITECTURAL
 ELEVATIONS, COLORS AND
 MATERIALS)



Request for Board of Trustee Action

Date: March 19, 2024

Title: Trustee Bill # 5 – 2024 Minor Update to the Town Zoning Code and Land Use Regulations

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: In October of 2023 the Board of Trustees reviewed an application for land development, referred to them by the Planning Commission. The Board of Trustees passed said final plat and plan on first reading. Shortly after, the applicant requested staff pull the FDP from 2nd reading consideration.

The Town does not currently have provisions for development applications that have not been through the full process as outlined in the zoning code and land use regulations.

The attached ordinance would provide a time limit for land use applications.

Attachments: Trustee Bill #5 – 2024

Staff Recommendations: Approve as presented.

Recommended Motion: “I move to approve as presented Trustee Bill #5, Series 2024 on 1st Reading and to set a public hearing on this issue for April 16, 2024”.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY AMENDING THE ZONING CODE AND
LAND USE REGULATIONS

WHEREAS, from time to time an applicant may fail to complete the process for approval of a Final Plat and Final Plan in a timely manner; and

WHEREAS, the Town of Columbine Valley (“the Town”) has no ordinance dealing with the circumstance where a approval of a Final Plat and Final Plan is needlessly delayed or abandoned by such applicant; and

WHEREAS, the Board of Trustees the Town of Columbine Valley has found that the amendments contained herein are necessary to protect the health, safety and welfare of the inhabitants of the Town.

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

Section 1. Article VI Section 3 F of the Zoning Code and Land Use Regulations is hereby amended to add the following sub-paragraph 5:

Article VI Section 3.F.5

Following the recommendation of the Planning and Zoning Commission, any application for review and action on a Final Plat and Final Plan must be submitted to the Board of Trustees within nine months after the date of the recommendation by the Planning and Zoning Commission, or such application shall be deemed abandoned and expired. Any such applicant that desires to proceed thereafter shall have to submit a new application as provided for herein.

Section 2. Article VI Section 3 of the Zoning Code and Land Use Regulations is hereby amended to add the following paragraph 3M:

Article VI Section 3.M

Any applicant that submitted its application for approval of its Final Plat and Final Plan, by the Board of Trustees, that fails to complete the approval process within nine months after submission to the Board of Trustees, shall be deemed to have abandoned its application and the application expired. An applicant that desires to proceed with its application thereafter shall have to submit a new application as provided herein.

Section 3. Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 4. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 5. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, Littleton, Colorado said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 5, series of 2024, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 19th day of March, 2024, passed by a vote of ____ for and ____ against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and ____ against on the 16th day of April, 2024, and ordered published in the Littleton Independent on the ____ day of _____, 2024.

Roy Palmer, Mayor

ATTEST:

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



Request for Board of Trustee Information

Date: March 19, 2024

Title: Capital Improvement Program

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Capital Improvement Program Team

Background: The CIP presents the staff analysis and recommendations for a ten-year (2025-2035) Capital Improvement Program (CIP). The purpose of the program is to provide a guide for major capital expenditure over the program period and a consistent process to be followed in the coming years.

The CIP was presented in draft form at the Trustees February 2024 meeting and staff has incorporated the Trustees direction in the current draft for action.

Attachments: Resolution #4 - 2024
Capital Improvement Program.

Recommended Motion(s): "I move to approve Resolution 4 Series 2024 adopting the Capital Improvement Program as directed."

RESOLUTION NO. 4
SERIES OF 2024

A RESOLUTION CONCERNING A CAPITAL IMPROVEMENT PROGRAM FOR THE
TOWN OF COLUMBINE VALLEY

WHEREAS, historically the Town of Columbine Valley (“the Town”)has funded capital improvements from its general fund and forecasted capital improvements on a one to three year basis; and

WHEREAS, the Board of Trustees directed Town staff to develop a Capital Improvement Program in order to forecast capital needs and which will assist the Board of Trustees in anticipating the financial impacts of such capital needs; and

WHEREAS, Town staff has prepared an analysis and recommendations for a ten year Capital Improvement Program, which will provide a guide for major expenditures during the ten year period and a process to be followed in executing the Capital Improvement Program; and

WHEREAS, the Board of Trustees of the Town of Columbine Valley finds that establishing a Capital Improvement Program is necessary to protect the health, safety and welfare of the inhabitants of the Town.

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

Section 1. The Board of Trustees of the Town of Columbine Valley hereby adopts the Capital Improvement Program attached hereto as Exhibit A and incorporated by reference herein.

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

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

PASSED, ADOPTED AND APPROVED by a vote of _____ for and _____ against this _____ day of March, 2024.

JD McCrumb, Clerk

Roy Palmer, Mayor



Town of

Columbine Valley
Colorado



Capital Improvement Program & Road Improvement Fund

March 19, 2024

For Action Year: 2025; and
Program Years 2026 – 2035

Adopted by Resolution #4, Series of 2024

LETTER OF INTRODUCTION FOR THE CAPITAL IMPROVEMENT PROGRAM

March 19, 2024

Honorable Mayor and Trustee of Columbine Valley,

Hereby submitted is the Capital Improvement Program & Road Improvement Fund (CIP) for the Town of Columbine Valley, Colorado for the years 2025 – 2035. The information in the pages to follow is intended to identify the revenue that is anticipated to pay for the capital projects included in this plan. While additional revenue may be received each year, this information identifies only what is necessary to fund the CIP.

The CIP summarizes all major capital expenditures to be made over the next ten years. This plan includes limited financial forecasts and CIP costs by fund and year in which the revenues and costs are anticipated. In order to be included in the CIP, the project must meet the following guidelines:

- Costs are expected to be over \$5,000.00
- The project has a useful life of more than one year
- The projects are non-reoccurring
- The project results in the addition of a fixed asset, or extends the useful life of an existing asset or is a major equipment or software purchase

During the preparation process, staff identified what would be necessary to meet existing levels of service to the community and which projects could be reasonably accomplished within each year, and within the financial and staff limitations of the Town. Contractual obligations and/or needs were considered in setting priorities.

Capital improvements maybe funded through a variety of sources including the use of revenues, impact fees, debt financing, grants, and special funds. All available current and future resources were considered when identifying funding sources for the identified capital improvements. The CIP costs projected meet, but do not exceed, the limitations of those funding sources.

Sincerely,

J.D. McCrumb
Town Administrator

Capital Improvement Program

A Capital Improvement Program (CIP) is a short-range plan which identifies generally, non-reoccurring, capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. Key aspects of the CIP include:

- The CIP is a rolling 10 year plan. This CIP report defines the time periods as the Current Year (the year of the currently adopted budget), Action Year (the following calendar year), and Program Years (the next nine calendar years).
- The CIP entails major expenditure of \$5,000.00 or more.
- The projects are non-reoccurring (regularly scheduled projects such as chip and seal, curb repair, minor building repair, etc., are discussed for reference but not included in the plan.
- The CIP does not constitute a financial obligation or allocation but is a base reference to be used in the annual budget process.
- The CIP is updated and adopted by the Trustees every other year.

Benefits of a Capital Improvements Program

A Capital Improvement Program provides a number of benefits. It is primarily a planning tool that constitutes a comprehensive review of capital needs. In addition a CIP can:

- Identify the range of revenue sources available to finance capital projects.
- Enable the Town to retain and/or expand its limited capital resources more efficiently.
- Ensure that necessary projects are not built before they are needed, or after they become so expensive that they prohibit construction of other projects.
- Provide a generally agreed upon foundation for budgeting purposes thereby reducing the need to “reinvent the wheel” each year.

CIP Process

A Capital Improvement Program is a multi-year document and, by necessity, the key elements, i.e., projects included and revenue availability will change each year. However, the process by which the CIP is prepared, reviewed and adopted should be consistent. The major steps in the process recommended for Columbine Valley are:

- A. Establish a capital planning committee or team responsible for the preparation and presentation of the CIP.** The Columbine Valley CIP Team consists of the Town Administrator, Public Works Manager, Town finance team, Town Engineer and Town Planner with support from the Chief of Police.
- B. Inventory and evaluate previously approved, unimplemented or incomplete projects and include new project recommendations.** The CIP team has assessed the status of previously approved projects and taken inventory of additional capital needs. For each project the team considers the project description, the year proposed,

and the estimated cost. The summary of all projects proposed in the Current, Action and Program years of the CIP are included as Appendix A of this report. This represents an inventory of capital needs, financial feasibility is not a consideration in compiling the inventory.

C. Develop a Finance Plan: The CIP Team then looks at the revenue sources that are or could be available to finance capital projects. These revenue sources and the purposes for which they can be used are included as Appendix B. Appendix C offers a brief description of each available funding source. Appendix D of this report offers an estimate of Capital Reserve funding by year, as it is the primary funding source for the projects in this plan.

D. Recommend a Capital Improvements Program to the Trustees: Based on the evaluation of each project and the feasibility of financing the projects, the CIP Team will then prepare a Recommended Capital Improvements program for Trustee consideration and action.

CIP Schedule

The CIP Team recommends the following schedule for the preparation, presentation and adoption of a Capital Improvements Program.

January: CIP Team reviews status of previously approved capital programs. The Town Administrator, Engineer, Manager of Public Works and Police Chief begin preparation of new or revised Project Request Forms.

February: The Town finance team reviews the preliminary list of projects and with the Town Administrator, assess the financial feasibility. The Finance Plan element of the CIP is then drafted.

The recommended Capital Improvements Program is presented to the Board of Trustees at the February regular meeting for discussion.

March: The Trustees adopt the Capital Improvements Program by resolution.

October-December: Funding for the CIP will officially be appropriated in the Town's annual Budget, adopted by December 15 of each calendar year.

Inventory of Capital Needs

The CIP Team has listed, by category, the capital improvements and equipment purchases for the term of the Capital Program. There are six categories of capital improvement projects:

- **Streets:** This includes new streets and reconstruction of existing streets. Any project within the right of way of a street, such as street lights, signage and signals will be considered a street project unless the primary purpose is a not a street project such as drainage or beautification.
 - Reconstruction of streets is defined as demolition and reconstruction of street surface up to and including mill and overlay work, and including subgrade with significant temporary impact to travel and underground utilities.
 - * Maintenance of streets is not considered a capital expense and should be addressed in the Town's annual budgeting process as a general fund expenditure. Maintenance includes sweeping, striping, pothole repair, crack-seal, gutter pan replacement and other similar work.
- **Drainage/Flood Control:** This includes storm sewers and related improvements, retention ponds, water quality structures and flood control facilities.
- **Public Buildings and Facilities:** This includes new public buildings, storage units, support structures or remodels or additions to existing structures.
- **Major Equipment:** This includes Police and Public Works vehicles, tools, equipment or apparatus.
- **Parks, Recreation and Open Space:** This includes new parks, improvements to existing parks, active and passive recreation areas, trails and beautification.
- **Systems:** This includes computer servers, telephone and radio systems, and software programs.

The projects were selected for consideration based on the following criteria:

- Projects necessary for health and safety or that may prevent fatality, serious injury or major property damage.
- Projects mandated by federal law and/or state statutes or by applicable rules established by federal or state agencies.
- Projects already in process

- Projects related to other funded projects
- Projects identified in master plan(s)
- Projects necessary for maintenance or to reduce maintenance costs.

Impact on Maintenance Ratings:

Positive: Will generate revenue to offset expenses or reduce continued operating costs.

Slight: The project will generate some revenue but additional funds may be necessary to operate or maintain the project.

Negligible: The impact on operating costs is considered immaterial.

Negative: The project will require an increase in maintenance and or operating costs that are not offset by revenue generated.

- Citizen and neighborhood interest projects
- Financially cost effective projects

Appendix A

The following Project Summary is categorized by Current, Action and Program years

CIP Projects CURRENT YEAR (2024)	Category	Est. Cost
CVPD Police Interceptor	Equipment	\$69,000
Town-wide Light Pole Replacement	Streets	\$12,000
Platte Canyon Sidewalk – Wilder to Ponds (2025)	Parks	\$482,000
Platte Canyon/Coal Mine Right Turn Lane (2025)	Streets	\$280,000
Town Wide Road Projects	Streets	\$2,059,886
Trails Master Plan	Parks	\$30,000
Gutter Replacement Program Year 1 of 2	Streets	\$85,000

CIP Projects ACTION YEAR (2025)	Category	Est. Cost
Gutter Replacement Program Year 2 of 2	Streets	\$85,000
Town Server	Systems	\$15,000
CVPD Police Interceptor	Equipment	\$75,000
Platte Canyon Sidewalk - Village to Fairway	Parks	\$600,000
Town-wide Light Pole Replacement	Streets	\$12,000
Town Wall Rehabilitation	Streets	\$100,000

CIP Project PROGRAM YEARS (2026-2035)	Category	Est. Cost
Police Laptop Computers (2026)	Systems	\$25,000
Town-wide Light Pole Replacement (2026)	Streets	\$10,000
Town Hall Interior Paint (2028)	Facilities	\$16,000
Town Hall Window Replacement (2030)	Facilities	\$30,000
Par Circle and Eagle Drive Lateral (2030)	Streets	\$25,000
CVPD Police Interceptor*	Equipment	\$750,000
Parks/Trails Infrastructure*	Parks	\$500,000
Nevada Ditch Stormwater Project	Streets	\$850,000
Town Wall Rehabilitation*	Streets	\$500,000
Town Road Projects*	Streets	\$1,000,000

* Represents a multi-year project

Appendix B

The following Project Summary is categorized by funding sources.

CIP Projects CURRENT YEAR (2024)	General Fund	General Fund Reserves	Capital Reserves	Impact Fees	Developer Contributions	Vehicle Salvage	Govt. Grants or Contributions	Arapahoe County Open Space Tax
CVPD Police Interceptor			\$61,000			\$8,000		
Town-wide Light Pole Replacement			\$12,000					
Platte Canyon Sidewalk			\$282,000				\$200,000	
PC/Coal Mine Right Turn Lane			\$280,000					
Town Wide Road Projects			\$2,059,886					
Trails Master Plan			\$30,000					
Gutter Replacement Program Year 1 of 2	\$85,000							
CIP Projects ACTION YEAR (2025)								
Gutter Replacement Program Year 2 of 2	\$85,000							
Town Server			\$15,000					
CVPD Police Interceptor			\$67,000			\$8,000		
Platte Canyon Sidewalk - Village to Fairway							\$600,000	
Town-wide Light Pole Replacement			\$12,000					
Town Wall Rehabilitation			\$100,000					
CIP Project PROGRAM YEARS (2026-2035)								
Police Laptop Computers (2026)			\$25,000					
Town-wide Light Pole Replacement (2026)			\$10,000					
Town Hall Interior Paint (2028)			\$16,000					
Town Hall Window Replacement (2030)			\$30,000					
Par Circle and Eagle Drive Lateral (2030)			\$25,000					
CVPD Police Interceptor*			\$670,000			\$80,000		
Parks/Trails Infrastructure*			\$225,000				\$25,000	
Nevada Ditch Stormwater Project								\$850,000
Town Wall Rehabilitation*			\$500,000					
Town Road Projects*			\$800,000	\$250,000				

Appendix C

Capital Improvement Program Revenue Sources – Definitions

General Fund – The primary accounting vehicle for the Town's operating revenues and expenses. Generally, all revenues from taxes, fees and other sources are accounted for in the General Fund as are all expenditures for the general operating functions and activities of the Town. Tax revenues include property taxes, sales and use taxes, and specific ownership taxes. Fees include utility franchise fees, cable television franchise fees, building permit fees and motor vehicle registration fees. Other revenue sources include intergovernmental revenues such as state highway user tax allocation, county highway tax allocation, court fines, revenue from the Town of Bow Mar in support of public safety and building department costs, interest on invested reserves and miscellaneous items. Most of these items are described in greater detail in the Town's Annual Budget.

General Fund Reserves- The Town maintains general reserves to guard against disruption in providing the Town's services in the event of unexpected revenue shortfalls or unanticipated expenditures. Reserves are expected to accumulate over time to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

Capital Reserves – The Town maintains a portion of its reserves as Capital Reserves to help fund capital improvements identified in the Capital Improvements Program (CIP). The CIP includes major improvements and equipment for general government purposes including public works projects, building construction and improvements, the improvement or acquisition of lands for parks and trails, technology, and capital equipment.

Impact Fees – These are one-time payments assessed as new homes are constructed by developers or builders pursuant to a Special Improvement Agreement entered into between the Town and a developer. The purpose of these fees is to defray specific costs of public works, public safety and administration which are associated with the new growth. These fees must be accounted for separately and cannot be comingled with General Fund cash balances.

Transportation Fees – The Town collects a one percent fee on all building permits with a valuation greater than \$25,000 to be used towards the annual maintenance of Town roads. The Trustees have the ability to transfer excess fees into the Capital Reserves.

Developer Infrastructure Contributions – Typically a developer is responsible for the cost of roads and stormwater systems in a new development. Upon completion, these assets are generally transferred to the Town or a local water and sanitation district for future maintenance.

Vehicle Salvage – Funds generated from the sale of Town vehicles after they have been replaced due to age or condition.

Federal, State or County Grants or Contributions – These funds are generally received for a specific purpose or project from an interested Federal, State or Local agency and may include cash or in-kind contributions (labor or engineering and design services) for use by the Town.

Arapahoe County Open Space Tax – This county-wide sales tax is shared by Arapahoe County municipalities and can only be used for the purchase and maintenance of new open space lands, parks and trails.

Municipal Bonds – These debt instruments are issued by local governments to finance public projects such as major road or infrastructure additions or repairs. Municipal bond issuance generally requires a favorable election to authorize the municipality to incur the debt and its ultimate retirement.

Revenue Bonds – These debt instruments are also issued by local governments; however, they are distinguished by a guarantee of repayment from a revenue source specifically identified in the bond document. An example might be a bond whose proceeds might fund infrastructure for a shopping mall with repayment coming from all or a portion of sales taxes generated by sales in the mall.

Special/Local Improvement Districts – A Special/Local Improvement District (SID) is a geographic area organized as an SID to fund improvements within the SID (generally roads and infrastructure). Funds are raised through the issuance/sale of SID bonds. Repayment of the bonds generally come from an SID property tax assessment specific to the property owners and properties within the SID.

Certificates of Participation – Certificates of Participation represent a lease-financing mechanism whereby investors finance a specific government asset acquisition or construction project. Repayment comes from regular lease payments over a period of time, after which, title to the asset(s) reverts to the government entity. Certificates of Participation can be issued without voter approval.

Appendix D

Estimated Capital Reserve Spending by Year

CIP Projects	2024	2025	2026	2027
CVPD Police Interceptor	\$61,000	\$67,000	\$67,000	\$67,000
Town-wide Light Pole Replacement	\$12,000	\$12,000	\$10,000	
Platte Canyon Sidewalk – Wilder to Ponds		\$282,000		
Platte Canyon/Coal Mine Right Turn Lane		\$280,000		
Town Wide Road Projects	\$2,059,886			
Trails Master Plan	\$30,000			
Town Server		\$15,000		
Town Wall Rehabilitation		\$100,000	\$100,000	\$200,000
Police Laptop Computers			\$25,000	
Town Hall Interior Paint				
Town Hall Window Replacement				
Par Circle and Eagle Drive Lateral				
Parks/Trails Infrastructure*			\$100,000	\$125,000
Total	\$2,162,886	\$756,000	\$302,000	\$392,000

2028	2029	2030	2031	2032	2033	2034	2035
\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000
	\$250,000	\$250,000	\$250,000				
\$200,000							
\$16,000							
		\$30,000					
		\$25,000					
\$283,000	\$317,000	\$372,000	\$317,000	\$67,000	\$67,000	\$67,000	\$67,000



Request for Board of Trustee Action

Date: March 19, 2024

Title: Resolution #5, Series 2024 – Opposition of HB 24-1152

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: The Colorado House is considering legislation that if enacted as introduced would:

- imposes top-down residential zoning standards on select municipalities in Metropolitan Planning Organizations (MPOs)
- make accessory dwelling units (ADUs) a “use by right” in single family zones.
- prohibit local governments from maintaining parking requirements, owner-occupancy rules, and so-called “restrictive” design or dimension standards.

Attachments: Resolution #6, Series 2024
Colorado Municipal League Info Page

Recommended Motion(s): “I move to approve Resolution #5, Series 2024 as presented.”

RESOLUTION #5-2024

RESOLUTION OF THE TOWN OF COLUMBINE VALLEY IN OPPOSITION TO ACCESSORY DWELLING UNIT PREEMPTIONS IN HOUSE BILL 24-1152

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it;

WHEREAS, House Bill 24-1152 would place a state mandate on local land use matters in certain jurisdictions and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community;

WHEREAS, House Bill 24-1152's direct preemptions and excessive restrictions will undermine the efforts that many local governments have already undertaken to allow accessory dwelling units (ADUs) with reasonable requirements crafted respond to the needs to the local community after public engagement;

WHEREAS, House Bill 24-1152 will limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and safety for our current and future residents;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Columbine Valley that:

1. It is the position of the Town of Columbine Valley that municipalities are best suited to determine appropriate ADU zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates– are the solution to Colorado's affordable housing problem;
2. The Town of Columbine Valley opposes House Bill 24-1152 and strongly urges its legislators to vote NO on this legislation.

Resolved this March 19 of 2024.

Mayor

Attest: _____

Municipal Clerk



COLORADO
MUNICIPAL
LEAGUE

**OPPOSE
UNLESS
AMENDED
HB24-1152**

OPPOSE HB24-1152 UNLESS AMENDED

Accessory Dwelling Units

WHAT DOES THE BILL DO?

HB24-1152 imposes top-down residential zoning standards on select municipalities in Metropolitan Planning Organizations (MPOs) by making accessory dwelling units (ADUs) a “use by right” in single family zones. The bill would prohibit local governments from maintaining parking requirements, owner-occupancy rules, and so-called “restrictive” design or dimension standards.

WHY YOU SHOULD OPPOSE UNLESS AMENDED

Colorado Municipal League respectfully requests opposition, unless the bill is amended. This bill will require many local governments to change zoning requirements regardless of local needs. Many communities in Colorado already allow ADUs with reasonable requirements that meet the needs of the local community. This bill will undo the great work of municipalities across the state. If preemptions are replaced with incentives, municipalities can continue and expand their ongoing efforts.

YOUR OPPOSITION IS RESPECTFULLY REQUESTED

- HB24-1152 overrides current ADU programs that have reasonable requirements and incentives for housing production.
- HB24-1152 focuses on preemption of local control instead of adequate financial incentives.
- HB24-1152 tells Coloradans that they shouldn't have a say in how their communities grow.

CONTACT

Bev Stables | CML legislative and policy advocate | 978-973-4401 | bstables@cml.org



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Request for Board of Trustee Action

Date:	March 19, 2024
Title:	Board of Adjustments Appointments
Presented By:	J.D. McCrumb, Town Administrator
Prepared By:	J.D. McCrumb, Town Administrator
Background:	<p>Per section 2.44.020 of the Columbine Valley Municipal Code, the Board of Trustees may appoint qualified individuals to serve on the town's Board of Adjustments. Each member is appointed to a term of three years.</p> <p>Mayor Pro Tem Dotson, the Town Attorney and Town Administrator recommend to the Trustees:</p> <ul style="list-style-type: none">• John Cheney – Wild Plum• Steve Hoffenburg – Villa Avignon• Cheryl Shaul – Wilder Lane• Kim Byers – Burning Tree• Andy Powers – Willowcroft <p>for seats on the Board of Adjustments. Further recommended for consideration is:</p> <ul style="list-style-type: none">• Tim Vandel – Old Town <p>for the position of alternate member of the Board of Adjustments.</p> <p>Each of these nominees would serve three-year terms to expire on March 31, 2027.</p>
Attachments:	None
Staff Recommendations:	Approve as presented
Recommended Motion:	“I move to approve the appointments of John Cheney, Steve Hoffenburg, Cheryl Shaul, Kim Byers, and Andy Powers as members to the Board of Adjustment until March 31, 2027, and Tim Vandel for the position of alternate member of the Board of Adjustments for a term to expire on March 31, 2027.”