

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

April 15, 2025

6:30 p.m.

A G E N D A

1. ROLL CALL 6:30 p.m.
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 Menk
Consent agenda items can be adopted by a simple motion. Ordinances must be read by title prior to a vote on the motion. A consent agenda item may be removed by request of a Trustee.
 - a. Approval of March 18, 2025 Minutes
5. REPORTS
 - a. Mayor
 - b. Trustees
 - c. Finance Report
 - d. Town Administrator
 - e. Chief of Police
6. OLD BUSINESS
 - a. There is no Old Business
7. NEW BUSINESS
 - a. Resolution #2 – 2025 Mr. Schiller
License Agreement with Intrepid Fiber
8. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES

Minutes

March 18, 2025

Mayor Menk 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 Menk asked Mayor Pro Tem Dotson to facilitate the meeting. Roll call found the following present:

Trustees:	Bruce Menk*, Bill Dotson, Mike Giesen, Dave Huelskamp, Ed Icenogle, Betsy McCain, and Al Timothy*
Also present:	Lee Schiller, J.D. McCrumb, Diane Rodriguez*, and Jamie Milliman

**participated virtually*

PUBLIC COMMENT: There was no public comment.

CONSENT AGENDA

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

REPORTS

- A. Mayor Menk offered no comment.
- B. No Trustee offered any comment.
- C. Mrs. Rodriguez presented the financials and answered Trustee questions.
- D. Mr. McCrumb reviewed his report as presented in the Trustees Packet.
- E. Sergeant Milliman reviewed his report as presented in the Trustee Packet.

PRESENTATIONS: There were no presentations.

OLD BUSINESS: There was no old business.

NEW BUSINESS: There was no new business.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 6:55 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

TOWN OF COLUMBINE VALLEY
Financial Statements as of YTD March 31, 2025
Variance Summary

Total Cash \$8,938,815 Unrestricted Cash \$611,173

General Fund

Revenues

- General Fund Revenues are at 28% of budget (PY 28%)
 - o Property taxes received of \$244,779 40% (PY39%)
 - o Interest \$66,865 in general fund and \$89,732, interest rate is 4.37%
 - o Other of \$1,241 from Pinnacol Assurance for 2025 dividend reimbursement

Administration – 20% of budget (PY 18%)

- Human resources – includes setup of new Asure payroll system, Municipal court recruiting
- Legal – Forbes Law Group travel to/from and attend board meeting and review of potential issues

Planning and engineering – 4% of budget (PY 24%)

Public Safety – 20% of budget (PY 22%)

Public Works – 12% of budget (PY 14%)

- Storm water permit process includes total for 2025

General Fund Expenditures, Transfers and Fund Balance

- Total General Fund Expenditures of 18% of budget (PY 19%)
- Transfer to Capital fund of \$300,000
- The ending fund balance is \$849,928

Capital Fund

- Transfer from General fund of \$300,000
- Ending fund balance \$5,797,846

Conservation Trust Fund

- Ending fund balance \$41,575

Arapahoe County Open Space Fund

- Ending fund balance \$718,944

Wild Plum Impact Fees Fund

- Ending fund balance \$1,346,931

Transportation Fees Fund

- Ending fund balance \$422,346

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF MARCH 31, 2025**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
BMO checking	\$ 665,077	-	\$ 665,077
C-Safe Primary	-	6,166,288	6,166,288
C-Safe Wild Plum Impact fee	-	1,346,931	1,346,931
C-Safe CTF	-	41,575	41,575
Arapahoe County shareback	-	718,944	718,944
YTD Cash Balances	665,077	8,273,738	8,938,815
Less amount allocated for capital	-	(5,797,846)	(5,797,846)
Less amount restricted for CTF	-	(41,575)	(41,575)
Less amount restricted for ACOS	-	(718,944)	(718,944)
Less amount restricted for impact fees	-	(1,346,931)	(1,346,931)
Less amount restricted for transportation fees	-	(422,346)	(422,346)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 665,077	\$ (53,904)	\$ 611,173

**TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE FUND BALANCES
YEAR TO DATE (YTD) AS OF MARCH 31, 2025**

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Wild Plum Impact Fees	Transportation Fees	TOTALS
BEGINNING FUND BALANCES	\$ 805,993	\$ 5,492,911	\$ 38,622	\$ 711,145	\$ 1,332,319	\$ 379,307	\$ 8,760,297
YTD REVENUES PER FINANCIAL STATEMENTS							
Taxes	527,142	-	-	-	-	-	527,142
Permits and fines	96,757	-	-	-	-	-	96,757
Intergovernmental	117,149	-	-	-	-	-	117,149
Interest	66,865	-	456	7,799	14,612	-	89,732
Other	1,517	7,600	-	-	-	-	9,117
Conservation Trust Fund entitlement	-	-	2,497	-	-	-	2,497
Arapahoe County open space	-	-	-	-	-	-	-
Transportation fees	-	-	-	-	-	43,039	43,039
Total YTD revenues	809,430	7,600	2,953	7,799	14,612	43,039	885,433
Total YTD expenditures	(465,495)	(2,665)	-	-	-	-	(468,160)
Excess of revenues over (under) expenditures	343,935	4,935	2,953	7,799	14,612	43,039	417,273
Transfers	(300,000)	300,000	-	-	-	-	-
Net change in fund balance	43,935	304,935	2,953	7,799	14,612	43,039	417,273
YTD ENDING FUND BALANCES	\$ 849,928	\$ 5,797,846	\$ 41,575	\$ 718,944	\$ 1,346,931	\$ 422,346	\$ 9,177,570

Budget vs actual reference

(page 4)

(page 8)

(page 9)

(page 10)

(page 11)

(page 12)

**TOWN OF COLUMBINE VALLEY
BALANCE SHEET - ALL FUNDS
GOVERNMENTAL FUNDS
March 31, 2025
Unaudited**

ASSETS

Cash and investments	\$ 8,938,815
Accrued revenue	163,138
Prepaid expenses	40,154
Other receivables	75,960
TOTAL ASSETS	<u>\$ 9,218,067</u>

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts payable	\$ 37,144
Accrued liabilities	3,353
Total liabilities	<u>40,497</u>

FUND BALANCES

General	849,928
Capital	5,797,846
Conservation trust fund	41,575
Arapahoe county open space	718,944
Wild Plum Impact fees	1,346,931
Transportation fees	422,346
Total fund balances	<u>9,177,570</u>

TOTAL LIABILITIES AND FUND BALANCES

\$ 9,218,067

TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE THREE MONTHS ENDED MARCH 31, 2025
Unaudited

	YTD	Adopted	YTD Variance	Percent of
	Actual	Annual	from Annual	Annual
		Budget	Budget	Budget
				(25% YTD)
REVENUES				
Taxes	\$ 527,142	\$ 1,899,280	\$ (1,372,138)	28%
Permits and fines	96,757	352,400	(255,643)	27%
Intergovernmental	117,149	470,497	(353,348)	25%
Interest	66,865	175,000	(108,135)	38%
Other	1,517	4,000	(2,483)	38%
Grants	-	32,000	(32,000)	0%
Total revenues	<u>809,430</u>	<u>2,933,177</u>	<u>(2,123,747)</u>	<u>28%</u>
EXPENDITURES				
Administration	162,678	824,533	(661,855)	20%
Planning and engineering	1,503	36,000	(34,497)	4%
Public safety	236,456	1,181,642	(945,186)	20%
Public works	64,858	542,679	(477,821)	12%
Total expenditures	<u>465,495</u>	<u>2,584,854</u>	<u>(2,119,359)</u>	<u>18%</u>
EXCESS OF REVENUES OVER				
EXPENDITURES	<u>343,935</u>	<u>348,323</u>	<u>(4,388)</u>	<u>99%</u>
OTHER FINANCING USES				
Transfer to capital	(300,000)	(330,000)	30,000	91%
Total other financing uses	<u>(300,000)</u>	<u>(330,000)</u>	<u>30,000</u>	<u>91%</u>
NET CHANGE IN FUND BALANCE	43,935	<u>\$ 18,323</u>	<u>\$ 25,612</u>	
BEGINNING FUND BALANCE	<u>805,993</u>			
ENDING FUND BALANCE	<u><u>\$ 849,928</u></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 THREE MONTHS ENDED MARCH 31, 2025
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
REVENUES					
Taxes					
Cable television	\$ 3,617	\$ 10,850	\$ 43,400	\$ (32,550)	25%
Property	39,696	244,779	613,980	(369,201)	40%
Sales and use	32,056	238,760	1,117,600	(878,840)	21%
Specific ownership	2,977	8,266	43,000	(34,734)	19%
Utility franchise	10,937	24,487	81,300	(56,813)	30%
Total taxes	89,283	527,142	1,899,280	(1,372,138)	28%
Permits and fines					
Court fines	4,965	15,470	100,000	(84,530)	15%
Permits, fees and services	36,881	81,287	252,400	(171,113)	32%
Total permits and fines	41,846	96,757	352,400	(255,643)	27%
Intergovernmental					
Bow Mar IGA	-	93,199	372,797	(279,598)	25%
Bow Mar IGA admin	-	5,000	20,000	(15,000)	25%
County highway tax revenue	1,575	4,725	18,900	(14,175)	25%
Motor vehicle registration fees	488	1,224	5,600	(4,376)	22%
State cigarette tax apportionment	101	326	1,700	(1,374)	19%
State highway user's tax	4,212	12,675	51,500	(38,825)	25%
Total intergovernmental	6,376	117,149	470,497	(353,348)	25%
Interest	22,827	66,865	175,000	(108,135)	38%
Other	1,474	1,517	4,000	(2,483)	38%
Grants	-	-	32,000	(32,000)	0%
TOTAL REVENUES	161,806	809,430	2,933,177	(2,123,747)	28%
EXPENDITURES					
Administration					
Accounting and audit	6,251	27,519	131,000	(103,481)	21%
Advertising/notices	1	25	500	(475)	5%
Bank/credit card fees	451	1,812	6,500	(4,688)	28%
Building inspection and planning review	720	21,190	80,000	(58,810)	26%
Building maintenance and utilities	1,595	4,443	28,000	(23,557)	16%
Community functions	-	1,700	50,500	(48,800)	3%
Computer expense	385	1,358	10,000	(8,642)	14%
County treasurer's collection fees	397	2,448	6,140	(3,692)	40%
Dues and publications	446	2,076	16,650	(14,574)	12%
Education and training	-	-	11,000	(11,000)	0%
Health insurance	2,496	7,713	31,091	(23,378)	25%
Human resources	2,250	6,825	15,000	(8,175)	46%
Insurance workers comp and liability	1,510	4,529	17,615	(13,086)	26%
Legal	4,986	19,675	30,000	(10,325)	66%
Mayor expenses & meals	50	160	1,000	(840)	16%
Miscellaneous	-	-	1,500	(1,500)	0%
Payroll taxes	786	2,347	12,000	(9,653)	20%
Pension	793	2,360	12,000	(9,640)	20%
Salaries	16,425	49,757	240,912	(191,155)	21%
Special projects	-	-	10,000	(10,000)	0%
Supplies, printing, postage	1,475	3,126	13,000	(9,874)	24%

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 THREE MONTHS ENDED MARCH 31, 2025
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
Telephone/communications	1,020	3,615	12,125	(8,510)	30%
Emergency reserve	-	-	88,000	(88,000)	0%
Total administration	42,037	162,678	824,533	(661,855)	20%
Planning and engineering					
Town planning	-	1,378	20,000	(18,622)	7%
Town engineer	-	125	16,000	(15,875)	1%
Total planning and engineering	-	1,503	36,000	(34,497)	4%
Public safety					
Operations					
Cruiser gas	1,254	3,967	20,520	(16,553)	19%
Cruiser oil/maintenance	-	1,212	13,338	(12,126)	9%
Cruiser insurance	531	1,594	6,120	(4,526)	26%
Education/training	-	-	12,620	(12,620)	0%
Equipment - camera body and dash	-	-	10,000	(10,000)	0%
Equipment/repair	1,556	1,556	4,104	(2,548)	38%
Health insurance	6,368	18,620	81,400	(62,780)	23%
Insurance workers comp and liability	3,372	10,115	39,496	(29,381)	26%
Payroll taxes	1,731	5,149	31,700	(26,551)	16%
Pension	5,581	14,739	63,400	(48,661)	23%
Salaries	50,934	144,378	633,673	(489,295)	23%
Supplies/miscellaneous	-	1,797	15,000	(13,203)	12%
Telephones	354	999	4,433	(3,434)	23%
Uniforms	1,023	1,202	10,000	(8,798)	12%
Total operations	72,704	205,328	945,804	(740,476)	22%
Municipal court					
Judge	1,000	3,000	12,000	(9,000)	25%
Interpreter	200	600	2,400	(1,800)	25%
Legal	4,706	7,576	28,000	(20,424)	27%
Health insurance	-	-	9,300	(9,300)	0%
Payroll taxes	-	-	3,500	(3,500)	0%
Pension	-	-	7,000	(7,000)	0%
Salaries	1,820	7,500	70,000	(62,500)	11%
Administration	-	-	1,000	(1,000)	0%
Supplies	-	-	2,500	(2,500)	0%
Total municipal court	7,726	18,676	135,700	(117,024)	14%
Contracts					
Arapahoe county dispatch fee	-	-	38,276	(38,276)	0%
Tri-tech software	-	-	1,262	(1,262)	0%
Humane society	-	-	500	(500)	0%
Juvenile assessment	-	632	650	(18)	97%
Netmotion	-	-	500	(500)	0%
CACP	-	430	450	(20)	96%
CISC	-	-	1,000	(1,000)	0%
WhenIWork	-	-	800	(800)	0%
Total contracts	-	1,062	43,438	(42,376)	2%
Computer/IT					
Flock safety	1,720	5,162	20,500	(15,338)	25%
Offsite server backup and protection	730	2,728	12,000	(9,272)	23%
Office 365 accounts	-	-	6,200	(6,200)	0%

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 THREE MONTHS ENDED MARCH 31, 2025
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
Scheduled computer replacement	-	-	4,000	(4,000)	0%
Govpilot	1,167	3,500	14,000	(10,500)	25%
Total computer/IT	3,617	11,390	56,700	(45,310)	20%
Total public safety	84,047	236,456	1,181,642	(945,186)	20%
Public works					
Ground maintenance	-	92	7,500	(7,408)	1%
Health insurance	685	2,272	9,280	(7,008)	24%
Insurance vehicle	266	797	3,060	(2,263)	26%
Insurance workers comp and liability	564	1,692	6,606	(4,914)	26%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	452	1,308	5,925	(4,617)	22%
Pension	353	1,062	5,925	(4,863)	18%
Professional fees-mosquito control	-	-	8,345	(8,345)	0%
Salaries	9,276	26,441	118,500	(92,059)	22%
Sanitation/trash/recycle service	9,210	27,095	110,838	(83,743)	24%
Signs maintenance	-	-	5,000	(5,000)	0%
Snow removal	-	58	2,500	(2,442)	2%
Storm water permit process/NPDES	-	620	1,200	(580)	52%
Street lighting	954	3,054	15,000	(11,946)	20%
Street and gutter maintenance	367	367	185,000	(184,633)	0%
Streets and gutters contingency	-	-	50,000	(50,000)	0%
Striping	-	-	1,000	(1,000)	0%
Vehicle maintenance	-	-	2,000	(2,000)	0%
Total public works	22,127	64,858	542,679	(477,821)	12%
TOTAL EXPENDITURES	148,211	465,495	2,584,854	(2,119,359)	18%
EXCESS OF REVENUES OVER EXPENDITURES	13,595	343,935	348,323	(4,388)	99%
OTHER FINANCING USES					
Transfer to capital	-	(300,000)	(330,000)	30,000	91%
Total other financing uses	-	(300,000)	(330,000)	30,000	91%
NET CHANGE IN FUND BALANCE	\$ 13,595	\$ 43,935	\$ 18,323	\$ 25,612	
BEGINNING FUND BALANCE		805,993			
ENDING FUND BALANCE		\$ 849,928			

TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE THREE MONTHS ENDED MARCH 31, 2025
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
REVENUES				
Total revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
EXPENDITURES				
Public safety				
Vehicle	-	75,000	(75,000)	0%
Public works				
Lightpole replacement	-	12,000	(12,000)	0%
Platte Canyon Sidewalk - Village to Fairway	2,665	500,000	(497,335)	1%
Platte Canyon/Coal Mine right turn lane	-	280,000	(280,000)	0%
Town wall	-	100,000	(100,000)	0%
Trails	-	30,000	(30,000)	0%
Total expenditures	<u>2,665</u>	<u>997,000</u>	<u>(994,335)</u>	<u>0%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(2,665)</u>	<u>(997,000)</u>	<u>994,335</u>	<u>0%</u>
OTHER FINANCING SOURCES				
Gain on sale of asset	7,600	9,000	(1,400)	84%
Transfer from general	300,000	330,000	(30,000)	91%
Total other financing sources	<u>307,600</u>	<u>339,000</u>	<u>(31,400)</u>	<u>91%</u>
NET CHANGE IN FUND BALANCE	304,935	<u><u>\$ (658,000)</u></u>	<u><u>\$ 962,935</u></u>	
BEGINNING FUND BALANCE	<u>5,492,911</u>			
ENDING FUND BALANCE	<u><u>\$ 5,797,846</u></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 THREE MONTHS ENDED MARCH 31, 2025
Unaudited**

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
REVENUES				
Conservation Trust Fund entitlement	\$ 2,497	\$ 8,700	\$ (6,203)	29%
CTF interest	456	1,300	(844)	35%
Total revenues	<u>2,953</u>	<u>10,000</u>	<u>(7,047)</u>	<u>30%</u>
EXPENDITURES				
Conservation trust fund expenditures	-	6,000	(6,000)	0%
Total expenditures	<u>-</u>	<u>6,000</u>	<u>(6,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	2,953	<u>\$ 4,000</u>	<u>\$ (1,047)</u>	
BEGINNING FUND BALANCE	<u>38,622</u>			
ENDING FUND BALANCE	<u><u>\$ 41,575</u></u>			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE THREE MONTHS ENDED MARCH 31, 2025
Unaudited**

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
REVENUES				
Arapahoe County open space	\$ -	\$ 63,200	\$ (63,200)	0%
ACOP interest	7,799	27,000	(19,201)	29%
Total revenues	<u>7,799</u>	<u>90,200</u>	<u>(82,401)</u>	<u>9%</u>
EXPENDITURES				
Benches	-	4,000	(4,000)	0%
Total expenditures	<u>-</u>	<u>4,000</u>	<u>(4,000)</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	7,799	<u>\$ 86,200</u>	<u>\$ (78,401)</u>	
BEGINNING FUND BALANCE	<u>711,145</u>			
ENDING FUND BALANCE	<u><u>\$ 718,944</u></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 THREE MONTHS ENDED MARCH 31, 2025
Unaudited**

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (25% YTD)</u>
REVENUES				
Interest	\$ 14,612	\$ 70,000	\$ (55,388)	21%
Total revenues	<u>14,612</u>	<u>70,000</u>	<u>(55,388)</u>	<u>21%</u>
EXPENDITURES				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	14,612	<u><u>\$ 70,000</u></u>	<u><u>\$ (55,388)</u></u>	
BEGINNING FUND BALANCE	<u>1,332,319</u>			
ENDING FUND BALANCE	<u><u>\$ 1,346,931</u></u>			

TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE THREE MONTHS ENDED MARCH 31, 2025
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (25% YTD)
REVENUES				
Transportation fees	\$ 43,039	\$ 100,000	\$ (56,961)	43%
Total revenues	<u>43,039</u>	<u>100,000</u>	<u>(56,961)</u>	<u>43%</u>
EXPENDITURES				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	43,039	<u>\$ 100,000</u>	<u>\$ (56,961)</u>	
BEGINNING FUND BALANCE	<u>379,307</u>			
ENDING FUND BALANCE	<u><u>\$ 422,346</u></u>			



Baseball Season!

Town Administrator's Report

April 2025



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

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

COLORADO ROCKIES 2025 SCHEDULE

MARCH/APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					28 TB 2:30	29 TB 2:30
30 TB 11:40	31 PHI 1:05	1 PHI 4:45	2 PHI 4:45	3 PHI 11:05	4 A 2:30	5 A 6:30
6 A 1:30	7 PHI 1:05	8 P 6:40	9 P 6:40	10 P 1:30	11 SD 7:40	12 SD 6:40
13 SD 2:30	14 LAD 8:30	15 LAD 8:30	16 LAD 8:30	17 W 6:40	18 W 1:30	19 W 1:30
20 W 1:30	21 KC 6:40	22 KC 6:40	23 KC 6:40	24 KC 12:30	25 C 6:40	26 C 1:30
27 C 1:30	28 A 6:40	29 A 6:40	30 A 1:30			

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
				1 SF TBO	2 SF 8:35	3 SF 2:05
4 SF 2:05	5 TEX 6:05	6 D 6:40	7 D 6:40	8 D 1:30	9 SD 6:40	10 SD 6:30
11 SD 1:30	12 TEX 6:05	13 TEX 6:05	14 TEX 6:05	15 AZ 7:40	16 AZ 7:40	17 AZ 6:30
18 AZ 2:30	19 P 6:40	20 P 6:40	21 P 6:40	22 P 1:30	23 NY 6:40	24 NY 2:30
25 NY 1:30	26 CHC 12:20	27 CHC 6:05	28 CHC 6:05	29 NYM 6:30	30 NYM 6:30	31 NYM 2:30

Town Administration

Municipal Court

Administrator Update

Interviews continue for the Court Administrator position with plans to make an offer on or around April 18. On the current path, the intent is to have the new Administrator start work by May 12.

Town Audit

Staff worked with Logan and Associates on the bulk of work for the 2024 Town Audit during the week of April 7–11. Trustees can expect the full audit report in July 2025.

Website ADA Compliance

Staff is working on mitigation plans and other changes to meet the website ADA compliance required by the State of Colorado by July 1, 2025.

Hazard Mitigation

Town Staff are participating in the Arapahoe County Hazard Mitigation Plan update, which occurs every five years. Arapahoe County is seeking public input on the plan, and a button on the Town website takes residents directly to the survey. Once updated, the plan will be presented to the Trustees for adoption in November.

Town Website Statistics

March 2025

Sessions: 1,675

Page Views: 2,891

Top Pages:

Police

Building

Calendar

Employment

Total Print

Directories

Distributed: 89

Building Department

Monthly Stats

11 Permits Issued

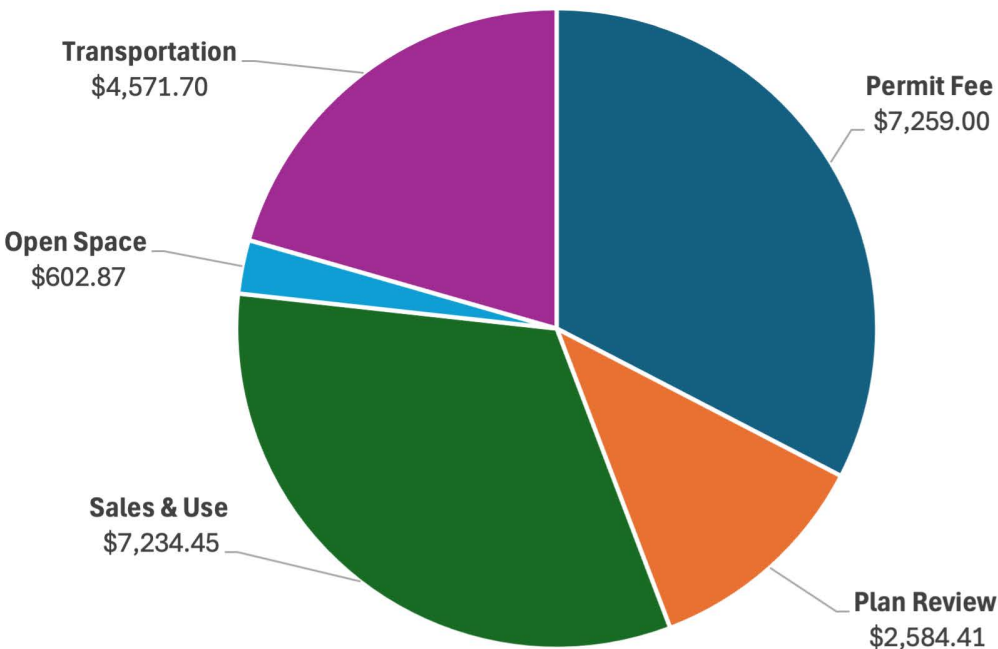
- New SFR: 0
- Major Remodel: 3
- Roofs/Solar: 2
- Basement: 0
- Miscellaneous: 6

51 Inspections

32 Licenses Issued

- General: 14
- Electrical: 7
- Plumbing: 3
- Roofing: 3
- Mechanical: 5

March Revenue: \$21,674.44



Jackie Robinson Day
April 15



Building Department Revenue by Month

	<u>2024</u>	<u>2024 YTD</u>	<u>2025</u>	<u>2025 YTD</u>
January	\$112,396.11	\$112,396.11	\$93,829.59	\$93,829.59
February	\$39,587.44	\$151,983.55	\$86,149.82	\$179,979.41
March	\$27,277.15	\$179,260.70	\$21,674.44	\$201,653.85
April	\$115,630.12	\$294,890.82		
May	\$51,621.04	\$346,511.86		
June	\$21,707.29	\$368,219.15		
July	\$24,989.47	\$393,208.62		
August	\$43,070.54	\$436,279.16		
September	\$47,891.44	\$484,170.60		
October	\$21,641.67	\$505,812.27		
November	\$18,894.90	\$524,707.17		
December	\$7,436.78	\$532,143.95		

Public Works Updates

Street Maintenance

During the chipseal project last year, plastic markers were installed to indicate where to paint stripes; these markers have all been removed. In addition, Willowcroft crack seal has started:

- More than 350 lbs of crack seal was installed in the existing cracks to fill in voids and provide a solid base layer.
- The sealant was set low to allow for the installation of a final seal strip that better blends into the existing surface.

Town Hall Maintenance

Public Works is keeping Town Hall in tip-top shape by completing the following:

- Repairing a hole in the boardroom wall and repainting the area. The area was damaged last year while repairing the AC system in the basement.
- Replacing a light fixture in the basement bathroom due to an LED light that would not stop flickering.
- Replacing the hot water heater pressure release valve that had started leaking water.



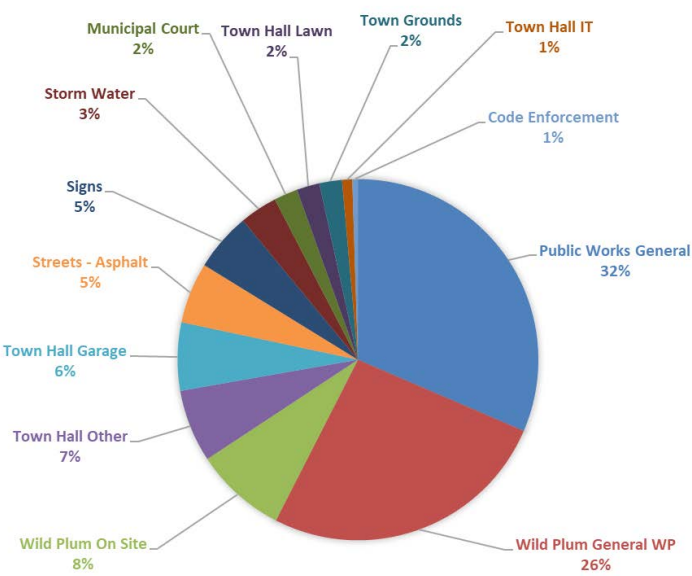
Wild Plum Perimeter Fence

The developer has completely removed and replaced the three-rail perimeter fence. Town Staff has walked the fence line to create a punch list for probationary acceptance.

March Weather Report	
Monthly high	75°
Monthly low	21°
Inches of rain	1.2"
Inches of snow	1.1"
Days of snow plowing	0
Days of salt spreading	0



Public Works Time Usage & Municipal Court Updates



March Numbers	
Public Works General	63
Wild Plum General WP	52
Wild Plum On Site	16
Town Hall Other	13
Town Hall Garage	12
Streets: Asphalt	11
Signs	10
Stormwater	7
Municipal Court	4
Town Hall Lawn	4
Town Grounds	4
Town Hall IT	2
Code Enforcement	1

Fines Collected

	2024 YTD	2025	2025 YTD
January	\$2,438.25	\$4,700.00	\$4,700.00
February	\$5,307.99	\$4,855.00	\$9,555.00
March	\$8,989.97	\$4,505.00	\$14,060.00
April	\$15,242.46		
May	\$18,779.44		
June	\$34,066.42		
July	\$39,484.42		
August & September	\$56,221.12		
October	\$63,552.06		
November & December	\$76,159.31		

Total Stats (Update to Come)

Total on Docket	n/a
Total Paid Before Court	n/a
Cases Heard by Judge	n/a
Continuances	n/a
Default Judgments	n/a
Stays of Execution	n/a
Classes Ordered	n/a
Bench Warrants	n/a
Trials	n/a
Collections	n/a



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 April 2025

Full Time Positions	6 of 6
Part Time Positions	4 of 5
Regular hours	940
OT hours worked	.75
Off Duty	0
PTO	34

March 2025 Violations

Charges For the Date Range 3/1/2025 Thru 3/31/2025

Qty	Charge
14	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
6	1210(A) ON STREET PARKING PROHIBITED (3-6 AM):
5	703(3) FAIL TO STOP AT A STOP SIGN:
2	603 TRAFFIC CONTROL DEVICE:
1	1409 COMPULSORY INSURANCE:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (SCHOOL ZONE):
1	CMC 9.08.050 POSSESSION OR CONSUMPTION OF INTOXICATING BEVERAGES:
1	1204(3)(B) STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES (WHERE OFFICIAL SIGNS PROHIBIT):
0	
31	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV25-0000021	03/03/2025 07:37:46 AM	AUTO THEFT IP
CV25-0000022	03/04/2025 02:54:31 PM	TRAFFIC STOP IP
CV25-0000023	03/08/2025 06:00:54 PM	TRAFFIC ARREST IP
CV25-0000024	03/10/2025 01:56:17 PM	Fraud
CV25-0000025	03/12/2025 11:13:47 AM	HUMAN SERVICES IP*
CV25-0000026	03/14/2025 11:51:04 AM	INFORMATION IP
CV25-0000027	03/15/2025 01:08:18 AM	TRAFFIC ARREST IP
CV25-0000028	03/18/2025 03:20:51 PM	TRAFFIC ARREST IP
CV25-0000029	03/22/2025 04:46:03 AM	PROPERTY ACCIDENT IP
CV25-0000030	03/22/2025 03:30:26 PM	DOMESTIC VIOLENCE VERBAL IP
CV25-0000031	03/25/2025 02:47:47 PM	TRAFFIC STOP IP

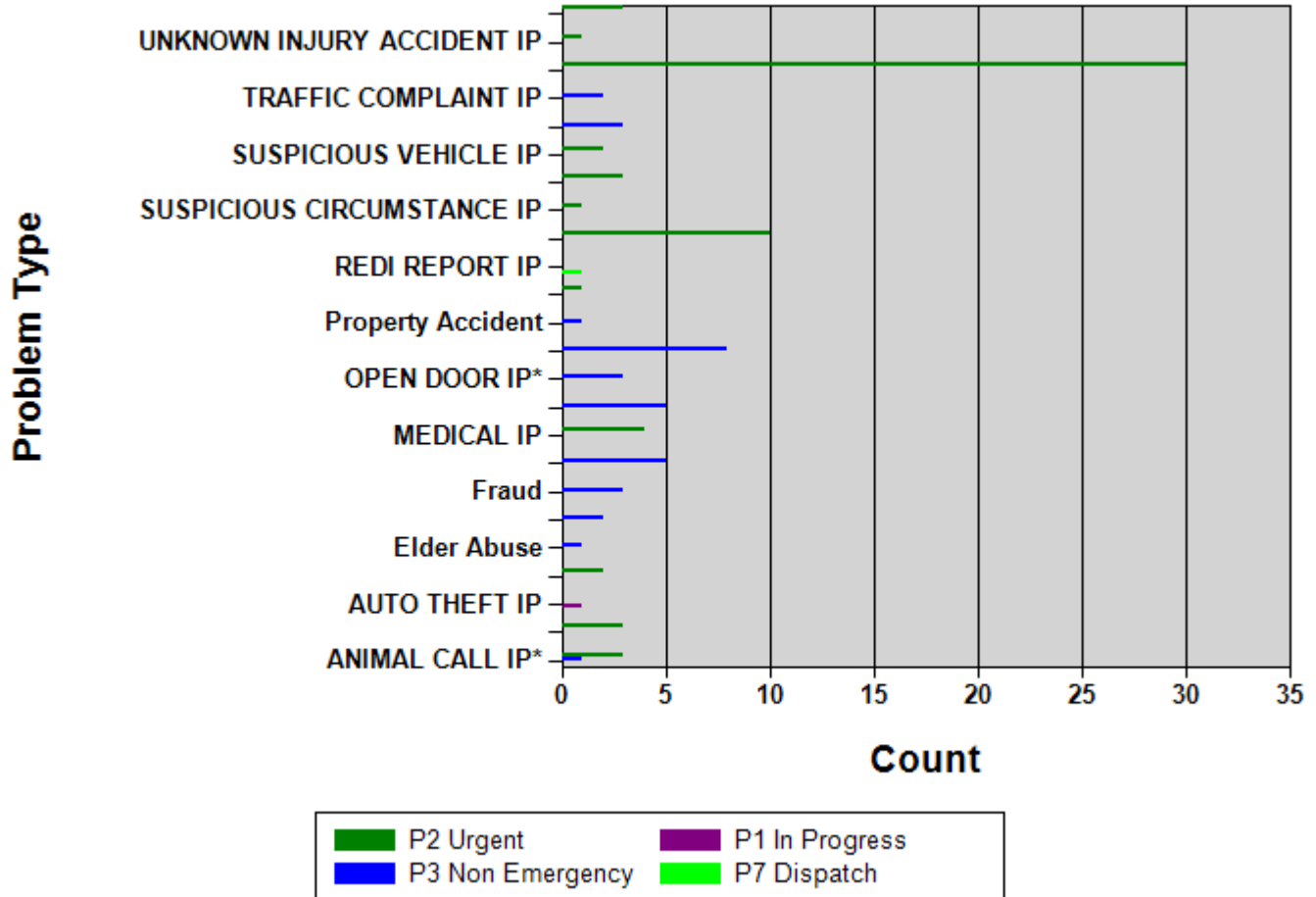
Problem Type Summary

12:20 PM 4/10/2025

Data Source: Data Warehouse

Agency:	ACSO
Division:	Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers
Day Range:	Date From 3/1/2025 To 3/31/2025
Exclusion:	<ul style="list-style-type: none">• Calls canceled before first unit assigned• Calls canceled before first unit at scene

Select a format [Excel](#) [Acrobat \(PDF\) file](#) [Export](#)



Priority	Description
1	P1 In Progress
2	P2 Urgent
3	P3 Non Emergency
4	P4 Police Details
5	P5 On View
6	P6 Phone
7	P7 Dispatch

8	P8 CAD Test Record
9	P9 Call on Hold

[illegible]

TRAFFIC COMPLAINT IP			<u>2</u>							<u>2</u>
TRAFFIC OBSTRUCTION IP										
TRAFFIC STOP IP		<u>30</u>								<u>30</u>
TRANSPORT IP										
Trespass to Property										
TRESPASS TO PROPERTY IP										
Trespass to Vehicle										
TRESPASS TO VEHICLE IP										
UNKNOWN INJURY ACCIDENT IP		<u>1</u>								<u>1</u>
UNLAWFUL ACTS IP										
UNWANTED SUBJECT IP										
VEHICLE LOCKOUT IP										
WARRANT ARREST IP										
WARRANT PICKUP IP										
Weapons Violation										
WEAPONS VIOLATION IP										
WELFARE CHECK IP		<u>3</u>								<u>3</u>
ZZ-Animal Call										
ZZ-Suspicious Person										
ZZ-Suspicious Vehicle										
ZZ-Unwanted Subject										
ZZ-ZONING IP										
Total	<u>1</u>	<u>63</u>	<u>34</u>				<u>1</u>			<u>99</u>



Request for Board of Trustee Action

Date:	April 15, 2025
Title:	Resolution #2 – 2025, License Agreement with Intrepid Fiber
Presented By:	Lee Schiller, Town Attorney
Prepared By:	Lee Schiller, Town Attorney & J.D. McCrumb, Town Administrator
Background:	<p>Intrepid Fiber Networks is a Colorado-based telecommunications provider of fiber internet infrastructure dedicated to providing reliable, high-speed connectivity. Intrepid is an open access network, which means they build and maintain the fiber infrastructure, and lease space out to multiple Internet Service Providers. Residents have the freedom to choose from a variety of internet service providers who offer services over Intrepid's network.</p> <p>Town staff have been communicating with Intrepid for more than a year preparing this agreement for Trustee consideration. The agreement is expected to bring a 100% fiber-optic network throughout the community.</p> <p>The project would begin this spring with detailed planning and engineering assessments, utility locating, followed by an estimated 6-month construction process. Intrepid is committed to a minimally disruptive build process, maintaining clear communication with the town and residents throughout. A few days before construction residents will be notified of construction in their area. Door hangers will include a phone number and QR Code so residents can have a direct line of communication with Intrepid to ask questions or flag any concerns. The construction will proceed in phases, and once fiber is in place, residents will be notified when service is available at their address.</p>
Attachments:	Resolution #2 – 2025 License Agreement with Intrepid Fiber Photos of finished visible infrastructure
Staff Recommendations:	Approve the Agreement as presented
Recommended Motion:	"I move to approve the License Agreement with Intrepid Fiber as presented."

RESOLUTION NO. 2
SERIES OF 2025

A RESOLUTION OF THE BOARD OF THE TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF COLUMBINE VALLEY AND BIF IV INTREPID OPCO, LLC.

WHEREAS, BIF IV Intrepid OPCO, LLC (“Intrepid”) is a fiber-based telecommunications network which desires to install network and equipment in selected rights-of-way to serve its customers within the Town of Columbine Valley (“Town”); and

WHEREAS, the Town agrees to permit Intrepid to install its network and equipment within the Town subject to a Non-Exclusive Master License Agreement which sets forth the terms and conditions of Intrepid’s location, constructions, operation, relocation and removal of its network and equipment.

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

The Non-Exclusive Master License Agreement for Fiber Networks between BIF IV Intrepid OPCO, LLC and the Town of Columbine Valley is approved in substantially the same form as the copy attached hereto and made a part of this Resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

ADOPTED AND APPROVED this ____ day of April 2025.

JD McCrumb, Clerk

Bruce Menk, Mayor

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT is dated as of the 19th day of March, 2025 (the 'Effective Date'), and entered into by and between the Town of Columbine Valley a [CO] municipal corporation with an address of 2 Middlefield Road Columbine Valley, CO 80123 (the "Town"), and BIF IV Intrepid OpCo LLC (the "Company").

RECITALS

A. The Town is the owner of a property interest ("Property") for public right-of-way ("R.O.W."), and desires to protect and preserve the R.O.W. The Town further maintains police power authority to regulate access to and use of the R.O.W. in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For purpose of operating the network, the Company desires the Town's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way (as defined in § 1.6 below).

D. The Town desires to grant to Company a non-exclusive license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS.

The following definitions shall apply generally to the provisions of this Use Agreement.

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

“Equipment” means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment.

“Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

“Installation Date” shall mean the date that the first Equipment is installed by the Company pursuant to this Use Agreement.

“Network” or collectively “Networks” means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the Town.

Public Right-of-Way” or “Right of Way” means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

“Services” means the telecommunications services provided through the network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time-to-time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be “Services” for purposes of this Agreement.

“Town” means the Town of Columbine Valley, a Colorado statutory Town.

II. TERM

A. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the Town within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the Town, in its sole discretion, upon thirty (30) days written notice. This Agreement may be extended

for an additional agreed upon period of time upon the mutual execution by the Parties of a written amendment.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with applicable laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

B. Applicability of Town Site Planning Process. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the Town's regular site plan process, in the placement of the Company's Equipment.

C. No Interference. The Company in the performance and exercise of its rights and under this Agreement shall not interfere in any manner with the current or future existence and operation of any and all public and private rights of way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. Compliance with Laws. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. Utility Notification Center. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the high-level design approved by the Town. The Company shall be required to obtain required permits from the Town as required prior to beginning construction. The Town will authorize the Company to commence construction with the provision of all necessary permits. The Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way.

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on design drawings. The locations of existing underground utilities within the path of construction shall be physically verified during construction by potholing. Such drawings shall be provided to the Town with each request for permit. For each permit request, Licensee shall submit construction drawings for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until acquisition of all necessary permits. The Company shall also be required to submit application for attachment to existing utility poles as required for the installation of the Network.

C. Location of Licensed Facilities. All Licensed Facilities shall be placed a minimum of: (i) five (5) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and twelve (12) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings. All Licensed Facilities shall be placed underground or via attachment to existing utility poles in compliance with the pole owner process for attachment.

D. Licensee shall not do or permit to be done any blasting above, underneath or near the Property or anywhere within the boundaries of the Town

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely

affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. Abandonment. In the event the Company abandons the use of the Equipment for a period of six (6) consecutive months or more the license granted shall be immediately terminated. Moreover the Town shall be entitled to utilize the bond referred to in Section V.C below to cover the cost of the removal in the event the Town must remove the Equipment because the Company is unable or refuses to remove the Equipment.

C. Damage and Restoration. Unless otherwise provided by Town rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement, and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the R.O.W. or any other Town property the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the Town to be impacting the public health and safety, the Town may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred. The Company should reimburse the Town for the actual costs it incurs. If the Company does not repair the damage as described herein, then the Town shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town. Upon receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs. If the Company fails to reimburse the Town, the license granted to Licensor will be terminated. The Company shall post a bond in the amount of \$100,000 to cover the costs of damages caused by the Company to the R.O.W. or other Town property, which may be used by the Town in the event that the Company breaches its restoration or reimbursement obligations under this Section. In the case of fire, disaster or other emergency impacting the public health and safety as solely determined by the Town, the Town may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the Town. To the extent feasible as a result of any emergency, the Town shall provide reasonable notice to the Company prior to taking such action and, if the situation safely permits, shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

D. Removal of Equipment. Upon sixty (60) days' written notice by the Town pursuant to the expiration or earlier termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Alternatively, the Town may elect to take title to abandoned property, provided that the Company shall submit to the Town an instrument satisfactory to the Town transferring to the Town the ownership of such property. If the Company fails to reimburse the Town, the license granted to Licensor will be terminated. The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Company has been fully advised by the Town that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds, and that the Town shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the Town has permitted and allowed to be constructed electric transmission, distribution, or related facilities on the Property, the Company has been fully advised by the Town that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors,

and other persons who enter upon the Property of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of the Property or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the Town, the Company will pay, indemnify, defend and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the Town, its elected officials, officers, employees, agents, and contractors from and against any and all Claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement.

B. Waiver of Claims. The Company waives any and all Claims, demands, causes of action, and rights it may assert against the Town on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Town.

C. Limitation of Town's Liability. To the extent permitted by law, the Town shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of Town, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The Town does not waive any of the protections, immunities or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 et. seq.) as same may be amended from time to time.

D. Limitation of Company's Liability. In no event shall the Company be liable to the Town for indirect or consequential damages.

E. Notice. The Town shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the Town shall tender the defense thereof to the Company

and the Company shall consult and cooperate with the Town Attorney's Office while conducting its defense. The Town and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. Separate Representation. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Town shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The Town's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by the Company.

IX. INSURANCE.

A. Required Coverages. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned, hired, and non-owned autos in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. All required insurance policies shall include the Town, its council members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the Town with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by the Company, the Town may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the Town the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

-
- I. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
 - II. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town may have; and any other insurance the Town does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
 - III. That the Company's insurance policies waive any right of recovery the insurance company may have against the Town.

The certificate(s) of insurance shall be mailed to the Town at the address specified in § 9 below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. Insurer Criteria. Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. *Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES.

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town:
Town of Columbine Valley
Attn: J.D. McCrumb
2 Middlefield Road
Columbine Valley, CO 80123

and
If to Company: Intrepid Fiber Networks
Attn: Chief Construction Officer
11001 West 120th Ave, Suite 305
Broomfield CO 80021

B. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. Emergency Contact. The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: 844-380-8090.

The Company shall provide to the Town a new 24-hour telephone number pursuant to this Section 10 prior to changing telephone numbers.

XI. TERMINATION.

This Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

In this Section, the following words have the meanings indicated:

"Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

"Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by Town. The Company shall provide

no less than thirty (60) days written notice to the Town of the details of any transaction described herein that requires Town consent. Notwithstanding anything to the contrary in this Section, no Town consent is required for transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

B. The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The Town reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Town. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

- IV. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or
- V. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or
- VI. Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or
- VII. Is financially insolvent; or
- VIII. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

C. If the successor entity meets any of these criteria, the Town's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder and may be denied. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Town.

D. In seeking the Town's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

E. The consent or approval of the Town to transfer by the Company does not constitute a waiver or release of the rights of the Town in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

F. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS.

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable permits and construction drawings shall be on the Property and available during construction of any licensed facility.

B. Non-exclusive Use. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way.

C. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. Federal and State Authorizations. The Company has obtained all government licenses, permits and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Arapahoe, or only to the

extent that provisions of federal law apply to the dispute, in the United States District Court for the District of Colorado.

G. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. Consent Criteria. In any case, where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

I. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS.

MUNICIPALITY

Town Of Columbine Valley

First and Last Name, Title

BIF IV INTREPID OPCO LLC

By:

First and Last Name, Title

Photos of finished visible Intrepid infrastructure.

“Flower pot” one for every two homes, placed in right-of-way typically near the property line.



“Handhole” one for every eight homes (approximately), placed in right-of-way typically near the property line.



Not shown: Optical Line Terminal location. It is the only above ground piece of equipment and is about 3x3x4 feet. If located within the Town boundaries, it will be located in a discrete area away from traffic.