

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

May 20, 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. PRESENTATIONS
  - a. South Metro Fire and Rescue
6. REPORTS
  - a. Mayor
  - b. Trustees
  - c. Finance Report
  - d. Town Administrator
  - e. Chief of Police
7. OLD BUSINESS
  - a. There is no Old Business
8. NEW BUSINESS
  - a. Resolution #2 – 2025 Mr. Schiller  
License Agreement with Intrepid Fiber
  - b. Licensing Agreement with the City of Littleton Mr. McCrumb  
For Watson Lane Flock Camera
  - c. Trustee Bill #1 – 2025 Mr. Schiller  
Model Traffic Code
  - d. Trustee Bill #2 – 2025 Mr. Schiller  
Accessory Dwelling Units
9. 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 April 30, 2025**  
**Variance Summary**

**Total Cash \$8,967,216 Unrestricted Cash \$542,795**

**General Fund**

**Revenues**

- General Fund Revenues are at 38% of budget (PY 45%)
  - o Property taxes received of \$401,702 65% (PY 69%)
  - o Interest \$89,018 in general fund and \$119,452, interest rate is 4.36%
  - o Other of \$1,241 from Pinnacol Assurance for 2025 dividend reimbursement

**Administration – 28% of budget (PY 26%)**

- Education and training – Building Department Coordinator training
- 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 – 24% of budget (PY 43%)**

**Public Safety – 26% of budget (PY 30%)**

**Public Works – 16% of budget (PY 19%)**

- Storm water permit process includes total for 2025

**General Fund Expenditures, Transfers and Fund Balance**

- Total General Fund Expenditures of 24% of budget (PY 27%)
- Transfer to Capital fund of \$400,000
- The ending fund balance is \$875,870

**Capital Fund**

- Transfer from General fund of \$400,000
- Ending fund balance \$5,885,425

**Conservation Trust Fund**

- Ending fund balance \$40,809

**Arapahoe County Open Space Fund**

- Ending fund balance \$721,525

**Wild Plum Impact Fees Fund**

- Ending fund balance \$1,351,767

**Transportation Fees Fund**

- Ending fund balance \$424,895

**TOWN OF COLUMBINE VALLEY  
CASH POSITION  
YEAR TO DATE (YTD) AS OF APRIL 30, 2025**

<b>Account Activity Item Description</b>	<b>CHECKING</b>	<b>INVESTMENTS</b>	<b>TOTAL ALL ACCOUNTS</b>
BMO checking	\$ 663,767	-	\$ 663,767
C-Safe Primary	-	6,188,430	6,188,430
C-Safe Wild Plum Impact fee	-	1,351,768	1,351,768
C-Safe CTF	-	41,725	41,725
Arapahoe County shareback	-	721,526	721,526
<b>YTD Cash Balances</b>	<b>663,767</b>	<b>8,303,449</b>	<b>8,967,216</b>
Less amount allocated for capital	-	(5,885,425)	(5,885,425)
Less amount restricted for CTF	-	(40,809)	(40,809)
Less amount restricted for ACOS	-	(721,525)	(721,525)
Less amount restricted for impact fees	-	(1,351,767)	(1,351,767)
Less amount restricted for transportation fees	-	(424,895)	(424,895)
<b>CURRENT UNRESTRICTED/UNALLOCATED BALANCE</b>	<b>\$ 663,767</b>	<b>\$ (120,972)</b>	<b>\$ 542,795</b>

**TOWN OF COLUMBINE VALLEY**  
**ALLOCATION OF AVAILABLE FUND BALANCES**  
**YEAR TO DATE (YTD) AS OF APRIL 30, 2025**

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Wild Plum Impact Fees	Transportation Fees	TOTALS
<b>BEGINNING FUND BALANCES</b>	\$ 800,699	\$ 5,486,961	\$ 38,622	\$ 711,145	\$ 1,332,319	\$ 379,307	\$ 8,749,053
<b>YTD REVENUES PER FINANCIAL STATEMENTS</b>							
Taxes	776,311	-	-	-	-	-	776,311
Permits and fines	114,224	-	-	-	-	-	114,224
Intergovernmental	124,071	-	-	-	-	-	124,071
Interest	89,018	-	606	10,380	19,448	-	119,452
Other	2,159	7,600	-	-	-	-	9,759
Conservation Trust Fund entitlement	-	-	2,497	-	-	-	2,497
Arapahoe County open space	-	-	-	-	-	-	-
Transportation fees	-	-	-	-	-	45,588	45,588
<b>Total YTD revenues</b>	<b>1,105,783</b>	<b>7,600</b>	<b>3,103</b>	<b>10,380</b>	<b>19,448</b>	<b>45,588</b>	<b>1,191,902</b>
<b>Total YTD expenditures</b>	<b>(630,612)</b>	<b>(9,136)</b>	<b>(916)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(640,664)</b>
<b>Excess of revenues over (under) expenditures</b>	<b>475,171</b>	<b>(1,536)</b>	<b>2,187</b>	<b>10,380</b>	<b>19,448</b>	<b>45,588</b>	<b>551,238</b>
Transfers	(400,000)	400,000	-	-	-	-	-
<b>Net change in fund balance</b>	<b>75,171</b>	<b>398,464</b>	<b>2,187</b>	<b>10,380</b>	<b>19,448</b>	<b>45,588</b>	<b>551,238</b>
<b>YTD ENDING FUND BALANCES</b>	<b>\$ 875,870</b>	<b>\$ 5,885,425</b>	<b>\$ 40,809</b>	<b>\$ 721,525</b>	<b>\$ 1,351,767</b>	<b>\$ 424,895</b>	<b>\$ 9,300,291</b>

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  
April 30, 2025  
Unaudited**

**ASSETS**

Cash and investments	\$ 8,967,216
Accrued revenue	289,666
Prepaid expenses	27,404
Other receivables	64,510
<b>TOTAL ASSETS</b>	<b><u>\$ 9,348,796</u></b>

**LIABILITIES AND FUND BALANCES**

**LIABILITIES**

Accounts payable	\$ 47,680
Accrued liabilities	825
Total liabilities	<u>48,505</u>

**FUND BALANCES**

General	875,870
Capital	5,885,425
Conservation trust fund	40,809
Arapahoe county open space	721,525
Wild Plum Impact fees	1,351,767
Transportation fees	424,895
Total fund balances	<u>9,300,291</u>

<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b><u>\$ 9,348,796</u></b>
--	----------------------------

**TOWN OF COLUMBINE VALLEY**  
**GENERAL - SUMMARY**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS**  
**FOR THE FOUR MONTHS ENDED APRIL 30, 2025**  
**Unaudited**

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (33% YTD)</u>
<b>REVENUES</b>				
Taxes	\$ 776,311	\$ 1,899,280	\$ (1,122,969)	41%
Permits and fines	114,224	352,400	(238,176)	32%
Intergovernmental	124,071	470,497	(346,426)	26%
Interest	89,018	175,000	(85,982)	51%
Other	2,159	4,000	(1,841)	54%
Grants	-	32,000	(32,000)	0%
<b>Total revenues</b>	<u>1,105,783</u>	<u>2,933,177</u>	<u>(1,827,394)</u>	<u>38%</u>
<b>EXPENDITURES</b>				
Administration	229,344	824,533	(595,189)	28%
Planning and engineering	8,739	36,000	(27,261)	24%
Public safety	304,031	1,181,642	(877,611)	26%
Public works	88,498	542,679	(454,181)	16%
<b>Total expenditures</b>	<u>630,612</u>	<u>2,584,854</u>	<u>(1,954,242)</u>	<u>24%</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>475,171</u>	<u>348,323</u>	<u>126,848</u>	<u>136%</u>
<b>OTHER FINANCING USES</b>				
Transfer to capital	(400,000)	(330,000)	(70,000)	121%
<b>Total other financing uses</b>	<u>(400,000)</u>	<u>(330,000)</u>	<u>(70,000)</u>	<u>121%</u>
<b>NET CHANGE IN FUND BALANCE</b>	75,171	<u>\$ 18,323</u>	<u>\$ 56,848</u>	
<b>BEGINNING FUND BALANCE</b>	<u>800,699</u>			
<b>ENDING FUND BALANCE</b>	<u><u>\$ 875,870</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 FOUR MONTHS ENDED APRIL 30, 2025**  
**Unaudited**

	<b>Current Month</b>	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
<b>REVENUES</b>					
<b>Taxes</b>					
Cable television	\$ 3,617	\$ 14,467	\$ 43,400	\$ (28,933)	33%
Property	156,923	401,702	613,980	(212,278)	65%
Sales and use	77,740	316,500	1,117,600	(801,100)	28%
Specific ownership	2,977	11,243	43,000	(31,757)	26%
Utility franchise	7,912	32,399	81,300	(48,901)	40%
<b>Total taxes</b>	<b>249,169</b>	<b>776,311</b>	<b>1,899,280</b>	<b>(1,122,969)</b>	<b>41%</b>
<b>Permits and fines</b>					
Court fines	7,340	22,810	100,000	(77,190)	23%
Permits, fees and services	10,127	91,414	252,400	(160,986)	36%
<b>Total permits and fines</b>	<b>17,467</b>	<b>114,224</b>	<b>352,400</b>	<b>(238,176)</b>	<b>32%</b>
<b>Intergovernmental</b>					
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	2,322	7,047	18,900	(11,853)	37%
Motor vehicle registration fees	553	1,777	5,600	(3,823)	32%
State cigarette tax apportionment	68	394	1,700	(1,306)	23%
State highway user's tax	3,979	16,654	51,500	(34,846)	32%
<b>Total intergovernmental</b>	<b>6,922</b>	<b>124,071</b>	<b>470,497</b>	<b>(346,426)</b>	<b>26%</b>
<b>Interest</b>	<b>22,153</b>	<b>89,018</b>	<b>175,000</b>	<b>(85,982)</b>	<b>51%</b>
<b>Other</b>	<b>642</b>	<b>2,159</b>	<b>4,000</b>	<b>(1,841)</b>	<b>54%</b>
<b>Grants</b>	<b>-</b>	<b>-</b>	<b>32,000</b>	<b>(32,000)</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>296,353</b>	<b>1,105,783</b>	<b>2,933,177</b>	<b>(1,827,394)</b>	<b>38%</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
Accounting and audit	10,978	38,497	131,000	(92,503)	29%
Advertising/notices	-	25	500	(475)	5%
Bank/credit card fees	566	2,378	6,500	(4,122)	37%
Building inspection and planning review	11,196	32,386	80,000	(47,614)	40%
Building maintenance and utilities	2,835	7,278	28,000	(20,722)	26%
Community functions	250	1,950	50,500	(48,550)	4%
Computer expense	413	1,771	10,000	(8,229)	18%
County treasurer's collection fees	1,569	4,017	6,140	(2,123)	65%
Dues and publications	5,119	7,195	16,650	(9,455)	43%
Education and training	7,930	7,930	11,000	(3,070)	72%
Health insurance	3,057	10,770	31,091	(20,321)	35%
Human resources	2,200	9,025	15,000	(5,975)	60%
Insurance workers comp and liability	2,549	7,078	17,615	(10,537)	40%
Legal	3,152	22,827	30,000	(7,173)	76%
Mayor expenses & meals	55	215	1,000	(785)	22%
Miscellaneous	323	323	1,500	(1,177)	22%
Payroll taxes	526	2,873	12,000	(9,127)	24%
Pension	497	2,857	12,000	(9,143)	24%
Salaries	10,324	60,081	240,912	(180,831)	25%
Special projects	-	-	10,000	(10,000)	0%
Supplies, printing, postage	2,175	5,301	13,000	(7,699)	41%



**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 FOUR MONTHS ENDED APRIL 30, 2025**  
**Unaudited**

	<b>Current Month</b>	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
Telephone/communications	952	4,567	12,125	(7,558)	38%
Emergency reserve	-	-	88,000	(88,000)	0%
<b>Total administration</b>	<b>66,666</b>	<b>229,344</b>	<b>824,533</b>	<b>(595,189)</b>	<b>28%</b>
<b>Planning and engineering</b>					
Town planning	559	1,937	20,000	(18,063)	10%
Town engineer	6,677	6,802	16,000	(9,198)	43%
<b>Total planning and engineering</b>	<b>7,236</b>	<b>8,739</b>	<b>36,000</b>	<b>(27,261)</b>	<b>24%</b>
<b>Public safety</b>					
<b>Operations</b>					
Cruiser gas	1,370	5,337	20,520	(15,183)	26%
Cruiser oil/maintenance	1,652	2,864	13,338	(10,474)	21%
Cruiser insurance	531	2,125	6,120	(3,995)	35%
Education/training	4,089	4,089	12,620	(8,531)	32%
Equipment - camera body and dash	-	-	10,000	(10,000)	0%
Equipment/repair	315	1,871	4,104	(2,233)	46%
Health insurance	6,361	24,981	81,400	(56,419)	31%
Insurance workers comp and liability	6,407	16,522	39,496	(22,974)	42%
Payroll taxes	1,006	6,155	31,700	(25,545)	19%
Pension	3,780	18,519	63,400	(44,881)	29%
Salaries	30,583	174,961	633,673	(458,712)	28%
Supplies/miscellaneous	732	2,529	15,000	(12,471)	17%
Telephones	53	1,052	4,433	(3,381)	24%
Uniforms	2,336	3,538	10,000	(6,462)	35%
<b>Total operations</b>	<b>59,215</b>	<b>264,543</b>	<b>945,804</b>	<b>(681,261)</b>	<b>28%</b>
<b>Municipal court</b>					
Judge	1,000	4,000	12,000	(8,000)	33%
Interpreter	200	800	2,400	(1,600)	33%
Legal	3,416	10,992	28,000	(17,008)	39%
Health insurance	-	-	9,300	(9,300)	0%
Payroll taxes	-	-	3,500	(3,500)	0%
Pension	-	-	7,000	(7,000)	0%
Salaries	2,327	9,827	70,000	(60,173)	14%
Administration	-	-	1,000	(1,000)	0%
Supplies	512	512	2,500	(1,988)	20%
<b>Total municipal court</b>	<b>7,455</b>	<b>26,131</b>	<b>135,700</b>	<b>(109,569)</b>	<b>19%</b>
<b>Contracts</b>					
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	598	598	800	(202)	75%
<b>Total contracts</b>	<b>598</b>	<b>1,660</b>	<b>43,438</b>	<b>(41,778)</b>	<b>4%</b>
<b>Computer/IT</b>					
Flock safety	(4,112)	1,050	20,500	(19,450)	5%
Offsite server backup and protection	1,180	3,908	12,000	(8,092)	33%
Office 365 accounts	2,072	2,072	6,200	(4,128)	33%

**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 FOUR MONTHS ENDED APRIL 30, 2025**  
**Unaudited**

	<b>Current Month</b>	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
Scheduled computer replacement	-	-	4,000	(4,000)	0%
Govpilot	1,167	4,667	14,000	(9,333)	33%
<b>Total computer/IT</b>	<u>307</u>	<u>11,697</u>	<u>56,700</u>	<u>(45,003)</u>	<u>21%</u>
<b>Total public safety</b>	<u>67,575</u>	<u>304,031</u>	<u>1,181,642</u>	<u>(877,611)</u>	<u>26%</u>
<b>Public works</b>					
Ground maintenance	583	675	7,500	(6,825)	9%
Health insurance	975	3,247	9,280	(6,033)	35%
Insurance vehicle	266	1,063	3,060	(1,997)	35%
Insurance workers comp and liability	1,074	2,766	6,606	(3,840)	42%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	278	1,586	5,925	(4,339)	27%
Pension	206	1,268	5,925	(4,657)	21%
Professional fees-mosquito control	1,378	1,378	8,345	(6,967)	17%
Salaries	5,489	31,930	118,500	(86,570)	27%
Sanitation/trash/recycle service	9,569	36,664	110,838	(74,174)	33%
Signs maintenance	218	218	5,000	(4,782)	4%
Snow removal	1,147	1,205	2,500	(1,295)	48%
Storm water permit process/NPDES	-	620	1,200	(580)	52%
Street lighting	997	4,051	15,000	(10,949)	27%
Street and gutter maintenance	696	1,063	185,000	(183,937)	1%
Streets and gutters contingency	-	-	50,000	(50,000)	0%
Striping	-	-	1,000	(1,000)	0%
Vehicle maintenance	764	764	2,000	(1,236)	38%
<b>Total public works</b>	<u>23,640</u>	<u>88,498</u>	<u>542,679</u>	<u>(454,181)</u>	<u>16%</u>
<b>TOTAL EXPENDITURES</b>	<u>165,117</u>	<u>630,612</u>	<u>2,584,854</u>	<u>(1,954,242)</u>	<u>24%</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>131,236</u>	<u>475,171</u>	<u>348,323</u>	<u>126,848</u>	<u>136%</u>
<b>OTHER FINANCING USES</b>					
Transfer to capital	-	(400,000)	(330,000)	(70,000)	121%
<b>Total other financing uses</b>	<u>-</u>	<u>(400,000)</u>	<u>(330,000)</u>	<u>(70,000)</u>	<u>121%</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ 131,236</u>	<u>\$ 75,171</u>	<u>\$ 18,323</u>	<u>\$ 56,848</u>	
<b>BEGINNING FUND BALANCE</b>		<u>800,699</u>			
<b>ENDING FUND BALANCE</b>		<u><b>\$ 875,870</b></u>			

**TOWN OF COLUMBINE VALLEY**  
**CAPITAL**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS**  
**FOR THE FOUR MONTHS ENDED APRIL 30, 2025**  
**Unaudited**

	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
<b>REVENUES</b>				
<b>Total revenues</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
<b>EXPENDITURES</b>				
<b>Public safety</b>				
Vehicle	-	75,000	(75,000)	0%
<b>Public works</b>				
Lightpole replacement	-	12,000	(12,000)	0%
Platte Canyon Sidewalk - Village to Fairway	9,136	500,000	(490,864)	2%
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%
<b>Total expenditures</b>	<u>9,136</u>	<u>997,000</u>	<u>(987,864)</u>	<u>1%</u>
<b>EXCESS OF EXPENDITURES OVER REVENUES</b>	<u>(9,136)</u>	<u>(997,000)</u>	<u>987,864</u>	<u>1%</u>
<b>OTHER FINANCING SOURCES</b>				
Gain on sale of asset	7,600	9,000	(1,400)	84%
Transfer from general	400,000	330,000	70,000	121%
<b>Total other financing sources</b>	<u>407,600</u>	<u>339,000</u>	<u>68,600</u>	<u>120%</u>
<b>NET CHANGE IN FUND BALANCE</b>	398,464	<u><u>\$ (658,000)</u></u>	<u><u>\$ 1,056,464</u></u>	
<b>BEGINNING FUND BALANCE</b>	<u>5,486,961</u>			
<b>ENDING FUND BALANCE</b>	<u><u>\$ 5,885,425</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 FOUR MONTHS ENDED APRIL 30, 2025  
Unaudited**

	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
<b>REVENUES</b>				
Conservation Trust Fund entitlement	\$ 2,497	\$ 8,700	\$ (6,203)	29%
CTF interest	606	1,300	(694)	47%
<b>Total revenues</b>	<u>3,103</u>	<u>10,000</u>	<u>(6,897)</u>	<u>31%</u>
<b>EXPENDITURES</b>				
Conservation trust fund expenditures	916	6,000	(5,084)	15%
<b>Total expenditures</b>	<u>916</u>	<u>6,000</u>	<u>(5,084)</u>	<u>15%</u>
<b>NET CHANGE IN FUND BALANCE</b>	2,187	<u>\$ 4,000</u>	<u>\$ (1,813)</u>	
<b>BEGINNING FUND BALANCE</b>	<u>38,622</u>			
<b>ENDING FUND BALANCE</b>	<u><u>\$ 40,809</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 FOUR MONTHS ENDED APRIL 30, 2025  
Unaudited**

	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
<b>REVENUES</b>				
Arapahoe County open space	\$ -	\$ 63,200	\$ (63,200)	0%
ACOP interest	10,380	27,000	(16,620)	38%
<b>Total revenues</b>	<u>10,380</u>	<u>90,200</u>	<u>(79,820)</u>	<u>12%</u>
<b>EXPENDITURES</b>				
Benches	-	4,000	(4,000)	0%
<b>Total expenditures</b>	<u>-</u>	<u>4,000</u>	<u>(4,000)</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	10,380	<u><u>\$ 86,200</u></u>	<u><u>\$ (75,820)</u></u>	
<b>BEGINNING FUND BALANCE</b>	<u>711,145</u>			
<b>ENDING FUND BALANCE</b>	<u><u>\$ 721,525</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 FOUR MONTHS ENDED APRIL 30, 2025  
Unaudited**

	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
<b>REVENUES</b>				
Interest	\$ 19,448	\$ 70,000	\$ (50,552)	28%
<b>Total revenues</b>	<u>19,448</u>	<u>70,000</u>	<u>(50,552)</u>	<u>28%</u>
<b>EXPENDITURES</b>				
<b>Total expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	19,448	<u>\$ 70,000</u>	<u>\$ (50,552)</u>	
<b>BEGINNING FUND BALANCE</b>	<u>1,332,319</u>			
<b>ENDING FUND BALANCE</b>	<u><u>\$ 1,351,767</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 FOUR MONTHS ENDED APRIL 30, 2025**  
**Unaudited**

	<b>YTD Actual</b>	<b>Adopted Annual Budget</b>	<b>YTD Variance from Annual Budget</b>	<b>Percent of Annual Budget (33% YTD)</b>
<b>REVENUES</b>				
Transportation fees	\$ 45,588	\$ 100,000	\$ (54,412)	46%
<b>Total revenues</b>	<u>45,588</u>	<u>100,000</u>	<u>(54,412)</u>	<u>46%</u>
<b>EXPENDITURES</b>				
<b>Total expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	45,588	<u>\$ 100,000</u>	<u>\$ (54,412)</u>	
<b>BEGINNING FUND BALANCE</b>	<u>379,307</u>			
<b>ENDING FUND BALANCE</b>	<u><u>\$ 424,895</u></u>			



*Memorial Day, Monday, May 26*

## **Town Administrator's Report**

*May 2025*



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

Tel: 303-795-1434  
Fax: 303-795-7325  
[jdmccrumb@columbinevalley.org](mailto:jdmccrumb@columbinevalley.org)





## Town Administration



### Reynolds Landing Project

Construction has started on the Reynolds Landing project located west of Breckenridge Brewery and east of hole #13 on the Columbine Country Club golf course (across the river). A detour for Mary Carter Greenway is in effect in the area.

### P&Z Appointments

The Planning & Zoning Commission met in May and reappointed the Chairman,

Jay Neese, and Vice Chairman, Jeff Sahr.

### Hunter Run Lane Update

The Architectural Subcommittee of the P&Z Commission reviewed a building permit application for 9 Hunter Run Lane that does not fall under the jurisdiction of a Columbine Valley HOA. The application received preliminary approval.

### Welcome Municipal Court Administrator

Lucy Martinez, the very able temporary court clerk, has been hired full time. She started on May 12 and is busy learning the other responsibilities of the position.

## Town Website Statistics

**April 2025**

**Sessions: 1,790**

**Page Views: 3,123**

### Top Pages:

Calendar

Police

Building

Court

**Total Print Directories Distributed: 92**

# Building Department

## Monthly Stats

10 Permits Issued

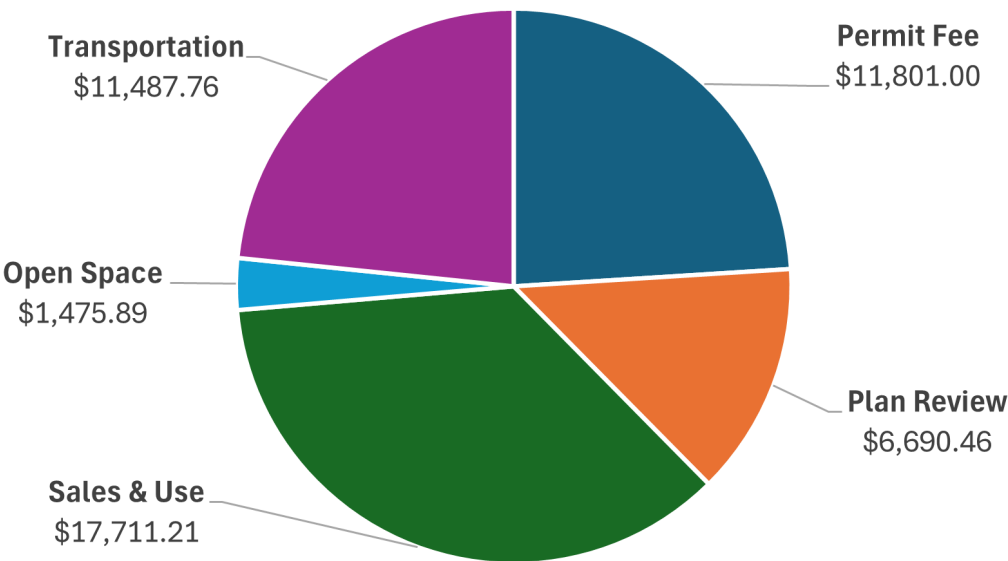
- New SFR: 1
- Major Remodel: 3
- Roofs/Solar: 2
- Basement: 1
- Miscellaneous: 3

68 Inspections

23 Licenses Issued

- General: 8
- Electrical: 7
- Plumbing: 5
- Roofing: 1
- Mechanical: 2

## April Revenue: \$49,166.37



## 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	\$49,166.37	\$250,820.22
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

## Wild Plum Gutter & Asphalt Review

A recent review of the Wild Plum gutters revealed that 68 concrete gutter pans and stormwater inlets are damaged and need to be replaced. The damaged areas have all been painted, numbered, and mapped out for Lennar to replace. The asphalt is currently being inspected and marked for repairs as well.



## Stop Sign Maintenance

The stop bars at stop signs were removed when the chip seal was applied. The location for all bars has been reestablished and outlined. The next step will be to fill in the outlines with street paint and top with reflective beads for better visibility at night.



## Town Hall Spring Startup

Public Works started up the irrigation system and repaired minor winter damage. The first round of fertilizer, bio stimulants, and weed control was applied to the lawn.

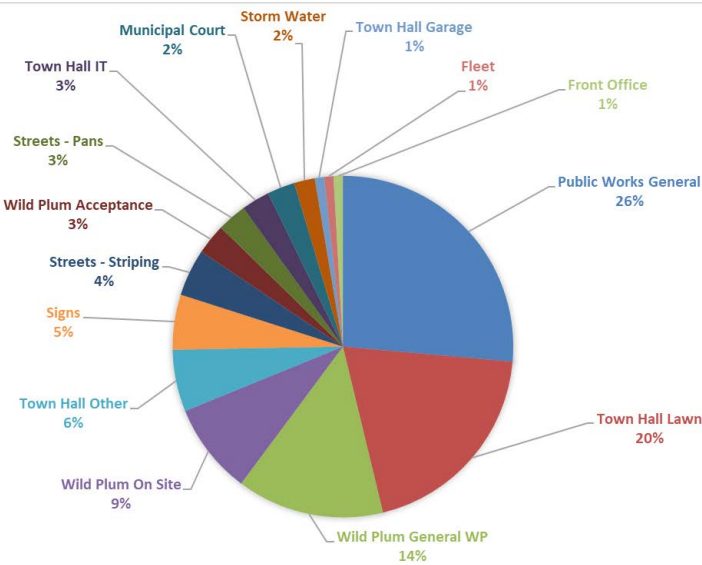
## Fleet Ready for Summer

To prepare the fleet for summer, Public Works:

- Removed three plows and prepared them for storage.
- Removed the salt spreader from the flatbed and washed and greased it.
- Cleaned and lubricated the salt spreader chain for summer storage.
- Removed the snow screen from the Ford F-450 and reinstalled the crane.

April Weather Report	
Monthly high	84°
Monthly low	23°
Inches of rain	1.5"
Inches of snow	6.9"
Days of snow plowing	0
Days of salt spreading	0

# Public Works Time Usage & Municipal Court Updates



April Numbers	
Public Works General	60
Town Hall Lawn	45
Wild Plum General WP	32
Wild Plum On Site	20
Town Hall Other	13
Signs	12
Streets: Striping	10
Wild Plum Acceptance	7
Streets: Pans	6
Town Hall IT	6
Municipal Court	6
Stormwater	4
Town Hall Garage	2
Fleet	2
Front Office	2

## 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	\$6,060.00	\$20,120.00
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		

## April Docket Summary

The Town held Municipal Court on Thursday, April 17, 2025.

Total on Docket	33
Early Payments	17
Hearings	3
Bench Warrants	0
Trials	0
Collections	n/a



# ***Columbine Valley Police Department***

## **Serving Bow Mar**

2 Middlefield Rd. Columbine Valley, Colorado 80123

[www.columbinevalley.org](http://www.columbinevalley.org)

(303) 795-1434 Fax (303) 795-7325

## **Columbine Valley P.D. Monthly Report For May 2025**

Full Time Positions	6 of 6
Part Time Positions	4 of 5
Regular hours	955
OT hours worked	18
Off Duty	0
PTO	35

## **April 2025 Violations**

Charges For the Date Range 4/1/2025 Thru 4/30/2025

<b>Qty</b>	<b>Charge</b>
18	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
5	703(3) FAIL TO STOP AT A STOP SIGN:
4	1210(A) ON STREET PARKING PROHIBITED (3-6 AM):
1	1402(2) CARELESS DRIVING RESULTING INJURY:
1	1409 COMPULSORY INSURANCE:
1	1402(1) CARELESS DRIVING:
<b>30</b>	<b>Total Number of Violations Issued</b>

# Monthly Case # Report

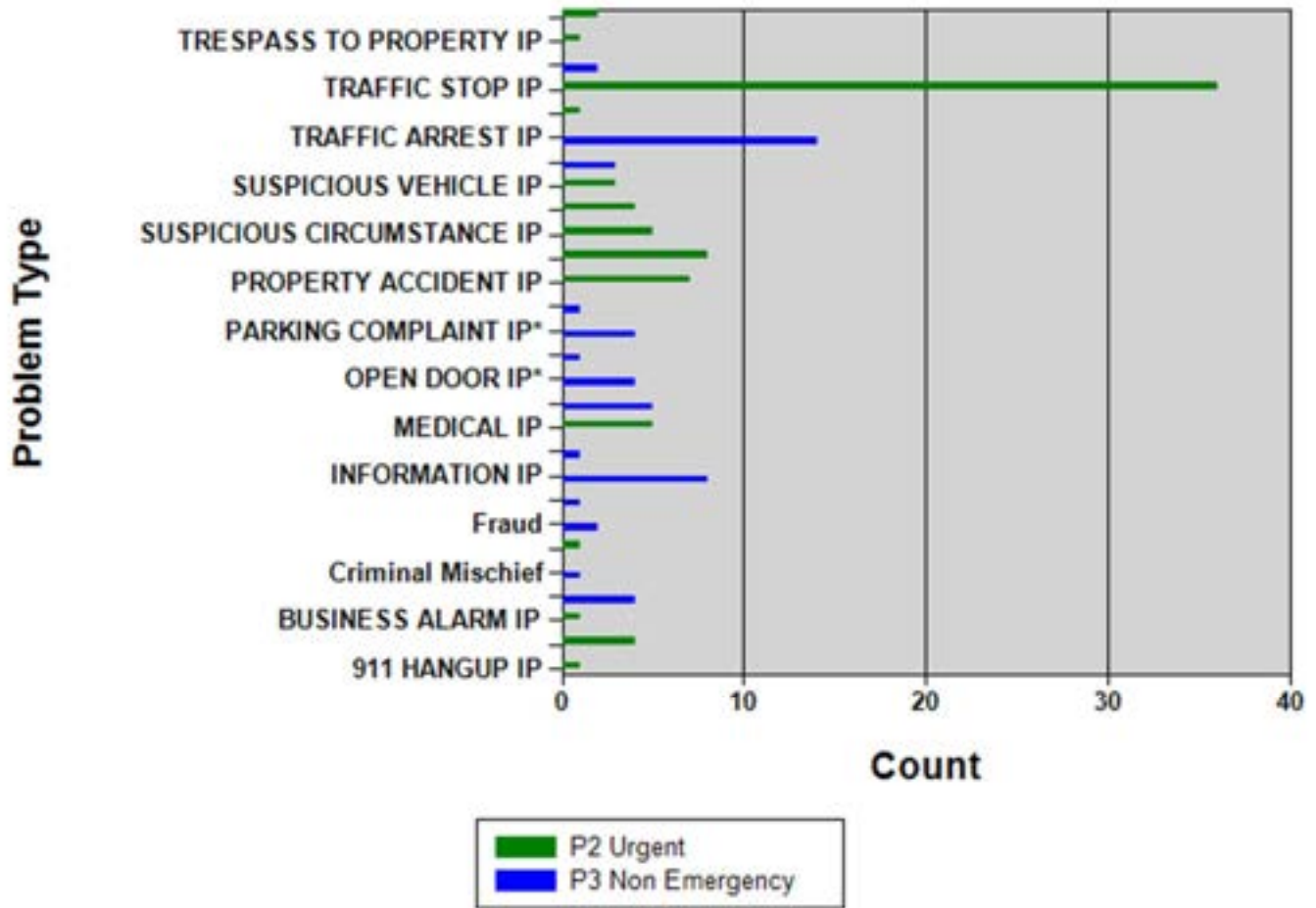
Case Number	Event Date	Situation Reported
CV25-0000032	04/01/2025 06:11:45 PM	ELUDING IP
CV25-0000033	04/03/2025 01:00:56 PM	TRAFFIC ARREST IP
CV25-0000034	04/04/2025 06:13:27 PM	TRAFFIC ARREST IP
CV25-0000035	04/06/2025 02:01:24 PM	INFORMATION IP
CV25-0000036	04/08/2025 06:21:58 PM	TRAFFIC ARREST IP
CV25-0000037	04/09/2025 06:31:24 AM	INFORMATION IP
CV25-0000038	04/09/2025 12:35:40 PM	TRAFFIC ARREST IP
CV25-0000039	04/10/2025 03:52:47 PM	TRAFFIC ARREST IP
CV25-0000040	04/11/2025 01:21:50 PM	PROPERTY ACCIDENT IP
CV25-0000041	04/13/2025 08:30:39 AM	TRAFFIC ARREST IP
CV25-0000042	04/15/2025 12:44:30 PM	Theft
CV25-0000043	04/22/2025 02:04:27 PM	TRAFFIC ARREST IP
CV25-0000044	04/22/2025 02:57:04 PM	INFORMATION IP
CV25-0000045	04/22/2025 03:13:09 PM	TRAFFIC ARREST IP
CV25-0000046	04/22/2025 03:45:06 PM	TRAFFIC ARREST IP
CV25-0000047	04/22/2025 04:45:29 PM	TRAFFIC ARREST IP
CV25-0000048	04/23/2025 04:14:13 PM	PROPERTY ACCIDENT IP
CV25-0000049	04/24/2025 01:44:09 PM	TRAFFIC ARREST IP
CV25-0000050	04/26/2025 12:49:51 PM	Trespass to Property
CV25-0000051	04/27/2025 08:20:17 AM	TRAFFIC ARREST IP
CV25-0000052	04/27/2025 09:21:05 AM	INFORMATION IP
CV25-0000053	04/27/2025 03:55:01 PM	PROPERTY ACCIDENT IP
CV25-0000054	04/29/2025 03:53:01 PM	TRAFFIC ARREST IP
CV25-0000055	04/29/2025 05:53:20 PM	TRAFFIC ARREST IP
CV25-0000055	04/29/2025 05:53:20 PM	TRAFFIC ARREST IP
CV25-0000056	04/30/2025 09:59:20 AM	Fraud

## Problem Type Summary

10:41 AM 5/14/2025

Data Source: Data Warehouse

Agency:	ACSO
Division:	Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers
Day Range:	Date From 4/1/2025 To 4/30/2025
Exclusion:	<ul style="list-style-type: none"><li>• Calls canceled before first unit assigned</li><li>• Calls canceled before first unit at scene</li></ul>



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

[illegible]





TRAFFIC OBSTRUCTION IP		<u>1</u>								<u>1</u>
TRAFFIC STOP IP		<u>36</u>								<u>36</u>
TRANSPORT IP										
Trespass to Property			<u>2</u>							<u>2</u>
TRESPASS TO PROPERTY IP		<u>1</u>								<u>1</u>
Trespass to Vehicle										
TRESPASS TO VEHICLE IP										
UNKNOWN INJURY ACCIDENT IP										
UNLAWFUL ACTS IP										
UNWANTED SUBJECT IP										
VEHICLE LOCKOUT IP										
WARRANT ARREST IP										
WARRANT PICKUP IP										
Weapons Violation										
WEAPONS VIOLATION IP										
WELFARE CHECK IP		<u>2</u>								<u>2</u>
ZZ-Animal Call										
ZZ-Suspicious Person										
ZZ-Suspicious Vehicle										
ZZ-Unwanted Subject										
ZZ-ZONING IP										
Total		<u>79</u>	<u>51</u>							<u>130</u>



## **Request for Board of Trustee Action**

<b>Date:</b>	May 20, 2025
<b>Title:</b>	Resolution #2 – 2025, License Agreement with Intrepid Fiber
<b>Presented By:</b>	Lee Schiller, Town Attorney
<b>Prepared By:</b>	Lee Schiller, Town Attorney & J.D. McCrumb, Town Administrator
<b>Background:</b>	<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>
<b>Attachments:</b>	Resolution #2 – 2025 License Agreement with Intrepid Fiber Photos of finished visible infrastructure
<b>Staff Recommendations:</b>	Approve the Agreement as presented
<b>Recommended Motion:</b>	"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.



### **Request for Board of Trustee Action**

**Date:** May 20, 2025

**Title:** License Agreement with City of Littleton

**Presented By:** J.D. McCrumb, Town Administrator

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

**Background:** In November of 2024, at the request of local residents, the Trustees directed staff have installed a Flock camera on Watson Lane. Upon review of the roadway and in consultation with Flock camera, the most suitable site was on the southwest corner of Watson Lane and Bowles Avenue, which is part of the City of Littleton's right-of-way.

The attached licensing agreement will enable the Town to have installed on that corner a Flock camera. The City of Littleton's Council is scheduled to vote on this agreement on June 3, 2025.

**Attachments:** Licensing Agreement with the City of Littleton  
Exhibit A describing approximate location for installation

**Staff Recommendations:** Approve the Agreement as presented

**Recommended Motion:** "I move to approve the License Agreement with the City of Littleton as presented."

[To complete this form, press f11 to move from field to field and follow any prompts. If no prompt appears (like date or section number fields), press f11 to skip to next field. Now press delete to delete this prompt, and press f11 to proceed.]



**REVOCABLE LICENSE AGREEMENT BETWEEN  
THE TOWN OF COLUMBINE VALLEY, COLORADO AND  
THE CITY OF LITTLETON, COLORADO**

This Revocable License Agreement (the "License") is made and entered into by and between **THE CITY OF LITTLETON, CO**, a municipal corporation of the State of Colorado, hereinafter referred to as "the City" and The Town of Columbine Valley, CO, a Municipal Corporation of the State of Colorado, [Type the type of business entity for the developer (e.g. corporation, partnership, limited partnership, limited liability company, sole proprietorship, etc., and press f11 to proceed.], hereinafter referred to as "the Licensee," whose address is 2 Middlefield Road, Columbine Valley, CO 80123 (collectively, the "Parties.")

**RECITALS**

**WHEREAS** the City is the owner of Watson Lane as more particularly depicted in Exhibit A attached hereto, located in Littleton, Arapahoe County, Colorado, ("Property"); and

**WHEREAS** The Licensee wishes to enter onto the Property to install a flock camera on an existing light pole located on the Property or on a pole to be installed by the Licensee on the Property.

**WHEREAS** the City Manager, or authorized designee, for the City is authorized to issue permits for the purpose of erecting, placing, or causing to be placed fences, retaining walls, or like structures on streets, avenues, alleys, sidewalks, public rights-of-way, or other public ground of the City pursuant to Section 8-1-5 of the Littleton City Code; and

**WHEREAS** pursuant to the Charter of the City, any license granted by the City must be revocable at will by the City; and

**WHEREAS** the Licensee has complied with the application procedures set forth in Section 8-1-5 of the City Code and the City is willing to grant a revocable and non-exclusive license to the Licensee under the terms, conditions, and limitations as specified herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the City granting the Licensee this revocable license for the construction of the infrastructure as specified herein, the Licensee and the City agree as follows:

1. Grant of Revocable License. Subject to the terms and conditions set forth herein, the City

hereby grants a revocable, non-exclusive license, to enter the Property to install a flock camera [Fill in the type of facility, improvement, or infrastructure, e.g. water line, electric line, etc., and press f11 to proceed.], in the areas generally depicted on Exhibits A, the "Licensed Area," attached hereto and incorporated by this reference. Said License shall be granted without any warranty of title or interest whatsoever. The rights and privileges granted in this License shall be subject to prior agreements, licenses and/or grants, recorded or unrecorded, if any, located on, over, under, or across the Property and it shall be the Licensee's sole responsibility to determine the existence of said documents or conflicting uses or installations.

2. Consideration. The consideration to be paid by Licensee to the City for the License and privilege granted by this License shall be [Type in the amount of consideration, i.e. "Ten and 00/100 Dollars (\$10.00); and press f11 to proceed.], receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.
3. Term and Termination. The License shall expire and terminate no later than Ten (10) years, and press f11 to proceed.]from the effective date of this License ("Expiration").
  - a. Notwithstanding the foregoing term, it is specifically understood and agreed that this License shall continue at the pleasure of the City and shall be subject to immediate revocation in the sole discretion of the City, through the Director of Public Works. More specifically, it is understood and agreed that if the Licensed Area is used for any purpose other than the uses specifically approved herein, or if the Licensee fails to keep said uses in a state of good repair, that this License shall be revoked and immediately terminate. In the event the City, in its sole discretion, revokes this license, the Licensee shall, within a reasonable time, not exceeding thirty (30) days, remove the above-referenced infrastructure. In the event that the Licensee fails, refuses or neglects to remove said infrastructure within such time, the City may remove or cause the removal of such infrastructure, without any liability for damages suffered as a result of or incident to said removal. The City shall charge the costs thereof to the Licensee who hereby agrees to pay such charges plus a ten percent (10%) administrative fee to the City.
  - b. This License may also be revoked in the event it is deemed necessary to serve the health, safety, or general public welfare. In the event the City, in its sole discretion, deems it necessary to immediately serve the health, safety or general public welfare, the City may, without further consent by the Licensee, enter upon the Licensed Area and Property and remove or cause to be removed, any uses permitted hereunder, without any liability for damages suffered as a result of or incident to said removal and at the sole expense of the Licensee. The City shall charge the costs thereof to the Licensee who hereby agrees to pay such charges plus a ten percent (10%) administrative fee to the City.
4. Term Extension. Licensee may, by written notice to the City, request an extension of the term of this License no later than one (1) year prior to Expiration, for an additional [Type in the length of the term (months, years), and press f11 to proceed.]. The City may conduct a review at any time of the Licensee's compliance with the License and the terms and conditions herein. If City staff determine Licensee has materially complied with License, and without binding itself, the City hereby expresses its intention to grant the extension request pursuant to the same terms and conditions herein. Notwithstanding the foregoing, this License shall automatically extend at the end of the term, unless the City notifies

Licensee of its non-compliance in accordance with this Section 4 or the License was previously terminated in accordance with Section 3 above.

5. **Liability.** To the maximum extent permissible, the Town of Columbine Valley, Colorado and the City of Littleton, Colorado each retain governmental immunity under the Colorado Governmental Immunity Act, and no term of this Agreement shall be construed as an express or implied waiver of governmental immunity. Neither Party shall indemnify the other and both Parties agree to waive any claim for damages against the other party for work performed under this Agreement. Further, no elected official, officer, agent or employee of Littleton or Town of Columbine Valley shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or approval of this Agreement. In the event of a legal dispute regarding the terms of this Agreement, the government laws shall be the laws of the State of Colorado, the venue shall be the 18th Judicial District, State of Colorado, and each Party shall be responsible for their own attorneys' fees and costs.
6. **Insurance Requirements:** The Licensee shall not commence any work under this License until it has obtained, at its own expense, all insurance required herein, and such insurance has been approved by the City. Further, the Licensee shall not allow any of its contractors or subcontractors to commence work until all similar insurance required of the contractor or subcontractor has been obtained.
  - a. **Workers' Compensation Insurance:** The Licensee shall obtain and maintain during the term of this License adequate Workers' Compensation Insurance as prescribed by the Worker's Compensation Act, as amended, of the State of Colorado. This insurance shall cover all of employees employed at the site of the work. If any of the work is allowed to be contracted or subcontracted, the Licensee shall require each of the Contractors and Subcontractors to provide similar coverage for all of the Contractor's and Subcontractor's employees to be engaged in such work.
  - b. **Public Liability and Property Damage Insurance:** The Licensee shall be required to carry (1) General Public Liability and Property Damage Insurance, including (a) premises operations, (b) explosion collapse and underground hazards, (c) products/completed operations, (d) contractual insurance, (e) broad form property damage including completed operations, (f) independent contractors and (g) personal injury; and (2) Automobile and Truck Public Liability and Property Damage insurance including owned, hired and non-owned autos, to protect itself, its contractors and subcontractors and said additional insured parties named below from claims for public liability or property damage which may arise from operations under this License, whether such operations be by itself or any contractor or subcontractor or anyone directly or indirectly employed by either of them. The contractors and subcontractors will be required to carry Public Liability and Property Damage Insurance in an amount commensurate with the amount of the subcontract, but no less than \$100,000.00 per claim. Each policy required above shall name as additional insured the City, and its directors, officers, agents and employees. The "additional insured wording" should be as follows: *City of Littleton, a Colorado home rule city, the employees, officers, and agents*

*are named as Additional Insured.*

- c. General Public Liability and Property Damage Insurance and Automobile and Truck Public Liability and Property Damage Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person, and not less than \$1,000,000.00 for all damages arising out of bodily injury, including death at anytime resulting therefrom sustained by two or more persons in any one accident and not less than \$600,000.00 for all damages arising out of injury to, or destruction of, property in any one accident, and not less than \$600,000.00 for all damages arising out of injury to, or destruction of, property including City's property during the policy period.
- d. Proof of Insurance: Prior to the commencement of any work permitted under this License, the Licensee shall furnish to the City copies of certificates of insurance, endorsements, and exclusions, and shall require any contractor and subcontractor to submit similar evidence before undertaking work permitted under this License. Certificates of such insurance shall be provided to the City and shall contain a clause in this form: *"The above described policies shall not be canceled, modified, or amended or coverage reduced without the issuing company providing 30 days advance written notice to the certificate holder."* Insurance obtained by the Licensee shall be subject to approval by the City for adequacy of protection. Neither approval by the City of any insurance supplied by the Licensee, a contractor or subcontractor, nor failure to disapprove such insurance, shall relieve the Licensee, contractor or subcontractors of their obligation to maintain in full force during the term of this License all required insurance as set forth herein.

## 7. General Terms and Conditions.

- a. Legal Compliance. All of Licensee's actions while using the Licensed Area or Property must follow federal, state, and local laws and regulations. It shall be the responsibility of the Licensee to receive and obtain any required building or other permits, permissions, and/or approvals from the City or any other governmental or quasi-governmental agency. The granting of this License does not exempt or provide any waiver to Licensee from obtaining all required permits, approvals, and/or permissions.
- b. No Interest In Land. Licensee understands, acknowledges, and agrees that this License does not create an interest or estate in Licensee's favor in the Licensed Area or Property. The City retains all legal interest within the Property and Licensed Area. Said License merely grants the Licensee the privilege of entering upon the Licensed Area to conduct activities in accordance with this License.
- c. Limitation in Scope. The License granted to the Licensee is limited in scope and any uses performed shall be as provided for in this Agreement, as approved by City. Licensee may permit Licensee's employees, business invitees, contractors, subcontractors, and agents to use the Licensed Area in accordance with the terms and conditions stated herein.



- d. City Use. The City reserves the right to use the Licensed Area for purposes consistent with the rights and privileges herein granted to Licensee and which will not interfere with or endanger any of Licensee's uses thereof. The Parties shall work in good faith to minimize any potential interference between Licensee and ongoing use of the Licensed Area and Property, or any portion thereof by the City and/or its agents or assigns.
- e. Enforcement and Restoration. The City may exercise immediate reasonable enforcement, restoration, and conservation actions, when such actions are warranted for the protection or preservation of the Property. Should an activity be undertaken on the Licensed Area or Property, or any portion thereof, to which the Parties have not agreed, the City may require Licensee to immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Licensee, its employees, agents, guests and invitees, the cost of any restoration of the Licensed Area, Property, or any portion thereof, shall be borne by Licensee. If the City is required to undertake or defend legal action to successfully enforce its rights hereunder, it shall be entitled to an award of its attorneys fees and costs.
- f. Assignment. This License is personal to Licensee and may not be assigned without the City's advance written consent. The obligations and liabilities of this License Agreement shall extend to, and be binding upon, the heirs, successors and assigns of the Licensee. Notwithstanding the foregoing, Licensee may assign this License to [If requested by the Developer, type in the name of any future assignees to this license agreement, and press f11 to proceed.] or a future homeowners association formed to serve Licensee's development without the prior written consent of the City, provided, however, Licensee shall provide the City with prior notice of such assignment.
- g. Recordation. This License shall be recorded prior to the commencement of any work and shall be recorded in the real property records of the County Clerk and Recorder's Office in which the infrastructure is located.
- h. Survival. Upon termination or abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but the Licensee's obligation to indemnify and save harmless the City, its officers and employees, shall not terminate in any event.

This Revocable License Agreement shall become effective upon the date of execution by all Parties hereto.

CITY OF LITTLETON, CO,  
a municipal corporation.

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LICENSEE**

\_\_\_\_\_  
Columbine Valley, Colorado, A Municipal Corporation of the State of Colorado

## **EXHIBIT A**

[EXHIBITS TO BE ADDED AS A PDF, PRIOR TO FINALIZATION]





### **Request for Board of Trustee Action**

**Date:** May 20, 2025

**Title:** Trustee Bill #1 – 2025, Model Traffic Code

**Presented By:** Lee Schiller, Town Attorney

**Prepared By:** Lee Schiller, Town Attorney

**Background:** In response to legislation passed by the State of Colorado in the 2024 legislative session, the Town is updating its adopted Model Traffic Code.

**Attachments:** Trustee Bill #1 – 2025

**Staff Recommendations:** Approve the Trustee Bill as presented on First Reading

**Recommended Motion:** “I move to approve Trustee Bill #1-2025, a bill amending the Town’s Model Traffic Code on first reading as presented and direct the Town Clerk to set and post a public hearing on the bill for June 17, 2025.”

COLUMBINE VALLEY

TRUSTEE BILL NO. 1  
SERIES OF 2025

INTRODUCED BY  
TRUSTEE: Bill Dotson

A BILL

FOR

AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE TOWN OF COLUMBINE VALLEY, COLORADO ADOPTING BY REFERENCE THE 2024 ADDITION OF THE “MODEL TRAFFIC CODE FOR COLORADO” REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF

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

Section 1. Pursuant to parts 1 and 2 of Article 16 of Title 31 and part 4 of Article 15 of Title 30, there is hereby adopted by reference the 2024 addition of the “Model Traffic Code for Colorado” promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the Town of Columbine Valley, Colorado, and may be inspected during regular business hours.

Section 2. Sections 613 and 617 are deleted in their entirety.

Section 3. The 2024 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections of which are declared to be inapplicable to this municipality and are therefore expressly deleted, added to or modified as follows:

1. Sections 1101(2b) and (2c) are deleted in their entirety and the following are substituted therefore:

a. The speed limit applicable on Fairway Lane, between Club Lane and Platte Canyon Road, shall be Twenty (20) m. p. h. as posted at that location and speed in excess of such limits shall be prima facie evidence that such speed is unlawful and a violation of this Chapter. The Board of Trustees has determined that the prima facie speed limit which shall be applicable on all streets and roadways in the Town of Columbine Valley shall be twenty-five m.p.h., except

that the prima facie speed limit which shall be applicable in all streets within the subdivision of the Town known as Burning Tree, shall be twenty (20) m.p.h.. The speed limit applicable immediately adjacent to the Columbine County Club shall be fifteen m.p.h. as posted at that location, and the speed in excess of such limit shall be prima facie evidence that such speed is unlawful and a violation of this Chapter.

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

c. Section 1101 (1) of the Model Traffic Code shall be amended to provide: No person shall drive a vehicle on a highway at a speed greater than the maximum, lawful speed limit.

2. Section 1214 is hereby added to Part 12-Parking of the 2024 edition of the Model Traffic Code for Colorado as follows:

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

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

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

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

d. Section 1214(d) - Stored Vehicles. No owner or operator of an allowable vehicle shall park any allowable vehicle, nor shall any person permit an allowable vehicle to be parked on public or private property within the Town of Columbine Valley other than within a closed structure when such vehicle is unlicensed or has been placed in such a condition as to be inoperable.

e. Section 1214(e) - Definitions.

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

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

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

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

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

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

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

f. Section 1214(f) - Commercial Vehicles

No person shall park or store any vehicle which has a sign or signs of any kind in the driveway or in the front yard, side yard or back yard of any property in a residential zone district



or on any roadway in any residential zone district for a period of time longer than two hours unless: A) the vehicle is being loaded or unloaded or is being used to render services to the property, B) the vehicle is owned by the Town; or C) the vehicle is owned by a person who has obtained or has contracted with a person who obtained a building permit to perform construction on the site where the vehicle is parked.

g. Section 1214(g) – Service of Summons and Complaint – Default

An officer coming upon an unattended vehicle that is in apparent violation of Section 1214 may place upon the vehicle a Summons and Complaint setting forth the parking violation and directing the owner or operator of the vehicle to remit the penalty assessment provided for in the Summons and Complaint, to the Clerk of the Town of Columbine Valley Municipal Court. If payment is not made within twenty (20) days after service of the Summons and Complaint upon the vehicle as set forth above, default shall enter against the owner or operator and the Town may pursue all options available to collect the penalty assessment.

Section 4. Section 1701 (3), 1701 (6), 1702, 1707, and 1709 (b) are expressly deleted in their entirety. The reference to county court in Section 1707 (5) shall be replaced with municipal court.

Section 5. Section 239 is deleted in its entirety and the following substituted therefore:

1. Use of a mobile electronic device – Definitions – Penalty.

(1) As used in this section, unless the context otherwise requires:

(a) “Emergency” means a circumstance in which an individual:

(I) Has reason to fear for the individual’s life or safety or believes that a criminal act may be perpetrated against the individual or another individual, requiring the use of a mobile electronic device when the individual is driving a motor vehicle; or

(II) Reports a fire, a traffic accident in which one or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency, or an individual who is driving in a reckless, careless, or unsafe manner.

(b) “First responder” means:

(I) A peace officer, as described in C.R.S. 16-2.5-101;

(II) A firefighter, as defined in C.R.S.29-5-203 (10);

(III) A volunteer firefighter, as defined in C.R.S. 31-30-1102 (9)(a);

(IV) An emergency medical service provider, as defined in C.R.S.25-3.5-103 (8); or

(V) Any other individual who responds in a professional capacity to a public safety emergency.

(c) “Hands-free accessory” means an accessory with a feature or function that enables an individual to use a mobile electronic device without using either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

(d)

(I) “Mobile electronic device” means a handheld or portable electronic device capable of providing voice communication between two or more persons, amusement, or the wireless transfer of data.

(II) “Mobile electronic device” does not include:

(A) A radio, citizens band radio, or citizens band radio hybrid;

(B) A commercial two-way radio communication device or its functional equivalent;

(C) A subscription-based emergency communication device;

(D) A prescribed medical device;

(E) An amateur or ham radio device; or

(F) Systems that are designed for and installed within the vehicle’s electronics, such as an in-vehicle security, navigation, communications, or remote diagnostics system.

(e) “Operating a motor vehicle” means driving a motor vehicle on a public highway. “Operating a motor vehicle” does not include maintaining the instruments of control of a motor vehicle while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(f) “Use” or “using” means:

(I) Physically holding a mobile electronic device in the driver’s hand or pinning a mobile electronic device to a driver’s ear to conduct voice-based communication; except that an individual may use a speaker or other listening device that is built into protective headgear or a device or portion of a device that only covers all or a portion of one ear and that is connected to a wireless, handheld telephone as provided in C.R.S. 42-4-1411;

(II) Watching a video or movie on a mobile electronic device, other than watching data related to the navigation of the motor vehicle; or

(III) Writing, sending, or reading text-based communication, including a text message, instant message, e-mail, or internet data, on a mobile electronic device; except that text-based communication does not include:

(A) A voice-based communication that is automatically converted by the mobile electronic device to be sent as a message in written form; or

(B) Communication concerning the navigation of a motor vehicle.

(2) Except as specified in subsection (3) of this section, an individual shall not use a mobile electronic device while operating a motor vehicle.

(3) It is not a violation of subsection (2) of this section to use a mobile electronic device:

(a) To contact a public safety entity;

(b) During an emergency;

(c) When an employee or contractor of a utility is acting within the scope of the employee's or contractor's duties when responding to a utility emergency;

(d) When an employee or contractor of a city or county is acting within the scope of the employee's or contractor's duties as a code enforcement officer or animal protection officer; or

(e) During the performance of a first responder's official duties.

(4)

(a) Except as provided in subsection (4)(b) of this section, an individual who violates this section commits a class A traffic infraction, and the court shall assess a penalty as follows:

(I) A fine of seventy-five dollars and a surcharge of ten dollars for the first offense within the immediately preceding twenty-four months;

(II) A fine of one hundred fifty dollars and a surcharge of ten dollars for the second offense within the immediately preceding twenty-four months; or

(III) A fine of two hundred fifty dollars and a surcharge of ten dollars for the third or subsequent offense within the immediately preceding twenty-four months.

(b)

(I) An individual charged with violating subsection (2) of this section shall not be convicted if the individual:

(A) Produces a hands-free accessory or proof of purchase of a hands-free accessory; and

(B) Affirms under penalty of perjury that the individual has not previously had a charge dismissed under this subsection (4)(b).

(II) The court clerk may dismiss the charge if the clerk verifies that the individual has complied with both subsections (4)(b)(I)(A) and (4)(b)(I)(B) of this section.

(c) If the individual's actions are the proximate cause of bodily injury to another, the individual commits a class 1 misdemeanor traffic offense and shall be punished as provided in C.R.S. 42-4-1701 (3)(a)(II).

(d) If the individual's actions are the proximate cause of death to another, the individual commits a class 1 misdemeanor traffic offense and shall be punished as provided in C.R.S. 42-4-1701 (3)(a)(II).

(5) This section does not apply to an individual with a commercial driver's license who is operating a commercial vehicle.

(6) An individual operating a motor vehicle shall not be cited for a violation of subsection (2) of this section unless a law enforcement officer saw the individual use a mobile electronic device in a manner that caused the individual to drive in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, as prohibited by C.R.S. 42-4-1402.

(7) This section does not authorize the seizure and forfeiture of a mobile electronic device, unless otherwise provided by law.

Section 6. Penalties. The following penalties, herewith set forth in full, shall apply to this ordinance:

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

b. Except as otherwise provided in Section 239, every person convicted of a violation of any provision adopted in this ordinance shall be punished by a fine not more than \$2650.00 or imprisonment not to exceed one (1) year or both such fine as imprisonment.

Section 7. Application. This ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction and authority to regulate. The provisions of section 1401, 1402, 1413 and part of 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout this municipality.

Section 8. Validity. If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 9.     Repeal.   Existing or parts of ordinances (identifying ordinance number may be cited) covering the same matter as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 10.   Interpretation.   This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic.   Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 11.   Certification.   The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

Section 12.   Publication.   This ordinance shall be in full force and effect upon the expiration of the 30 days after publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No.1, series of 2025, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, held at The Town of Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 20th day of May, 2025, passed by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on first reading; passed by the Board of Trustees on second reading, after public hearing, at a regular meeting of the Board of Trustees held at the Columbine Valley Town Hall, Arapahoe County, Colorado, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on the 17th day of June, 2025, at 6:30 o'clock p.m. and ordered published in the Littleton Independent on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Bruce Menk, Mayor  
TOWN OF COLUMBINE VALLEY

ATTEST:

---

JD McCrumb, Town Clerk



## NOTICE OF HEARING

NOTICE is hereby given of a public hearing before the Board of Trustees of the Town of Columbine Valley, Colorado on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_ p.m. at The Town of Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado for the purpose of considering the adoption by reference of the Model Traffic Code for Colorado, 2010 edition, as the traffic ordinance of the Town of Columbine Valley.

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

The "Model Traffic Code for Colorado" 2024 edition is published by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of the Ordinance and the Code adopted therein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF COLUMBINE VALLEY, COLORADO

---

JD McCrumb, Town Clerk

First notice of hearing \_\_\_\_\_, 2025

Second notice of hearing \_\_\_\_\_, 2025.



### **Request for Board of Trustee Action**

**Date:** May 20, 2025

**Title:** Trustee Bill #2 – 2025, Accessory Dwelling Units

**Presented By:** Lee Schiller, Town Attorney

**Prepared By:** Lee Schiller, Town Attorney

**Background:** In response to legislation passed by the State of Colorado in the 2024 legislative session, the Town is updating its adopted Land Use Code.

**Attachments:** Trustee Bill #2 – 2025

**Staff Recommendations:** Approve the Trustee Bill as presented on First Reading

**Recommended Motion:** “I move to approve Trustee Bill #2-2025, a bill amending the Town’s Land Use Code on first reading as presented and direct the Town Clerk to set and post a public hearing on the bill for June 17, 2025.”



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

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

Section 1. Article III, Section 6 of the Zoning Code and Land Use Regulations of the  
Municipal Code of the Town of Columbine Valley shall be amended in its entirety to read as  
follows:

Section 6. Accessory Dwelling Unit.

(a) Accessory dwelling units are allowed in the A, R-1, MUPD, RPD, and REPD  
zoned districts.

(b) Number.

One Accessory Dwelling Unit is allowed per single family residential lot.

(c) Form.

(1) An Accessory Dwelling Unit may be attached to or integrated into  
the principle building or may be an accessory building.

(2) An Accessory Dwelling Unit shall not exceed 750 square feet.

(3) An Accessory dwelling unit shall not include a Motor Home as  
defined in C.R.S. §42-1-102 (57), a Multi-Purpose Trailer, as defined in C.R.S. §42-1-102  
(60).3, or a Recreational Vehicle as defined in C.R.S. §24-32-902 (9).

(4) The side setbacks and the rear setbacks shall be the same as those  
that apply to the single detached dwelling on the lot.

(d) Owner Occupancy.

(1) An owner of a lot shall provide evidence satisfactory to the Town that  
the owner resides on the lot at the time an application for construction of or conversion of an  
accessory dwelling unit is filed.

(2) An owner of a lot shall provide evidence satisfactory to the Town that the owner resides on the lot at the time an application for a short-term rental of the Accessory Dwelling Unit is submitted to the owner of the lot.

(e) Approval.

(1) The approval process for the construction or conversion of an Accessory Dwelling Unit shall be subject to the provisions of Title 15 of the Town's Municipal Code

Section 2. Any reference in the A, R-1, MUPD, RPD, and REPD zoned districts to a mother-in-law/caregiver dwelling unit shall be amended to read Accessory Dwelling Unit.

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.

Section 6. Effective Date. In the opinion of the Board of Trustees, this ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado

---

Bruce Menk, Mayor

ATTEST:

---

JD McCrumb, Clerk  
Town of Columbine Valley