TOWN OF COLUMBINE VALLEY BOARD OF TRUSTEES MEETING

October 21, 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

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 September 16, 2025 Minutes

5. REPORTS

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

6. PRESENTATIONS

a. 2026 Annual Budget

7. OLD BUSINESS

a. There is no Old Business

8. NEW BUSINESS

- a. Trustee Bill #7-2025 Building Codes
- b. Contract with CRS for 2026 Election Services
- c. Set a Public Hearing for Resolution #5-2025 2026 Annual Budget

9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES

Minutes

September 16, 2025

Mayor Dotson 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. Roll call found the following present:

Trustees: Bill Dotson, Dave Huelskamp, Mike Giesen, Betsy McCain, Jeff

Sahr, and Al Timothy

Also present: Lee Schiller, Diane Rodriguez*, Bret Cottrell and J.D. McCrumb

*Participated virtually

SPECIAL BUSINESS: Swearing in Jeff Sahr as a Trustee for the Town of Columbine Valley. Jeff Sahr was appointed by the Trustees at the August Trustee Meeting.

ACTION: Town Clerk J.D. McCrumb administered the Oath of Office to Jeff Sahr.

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 Dotson offered no report.
- **B.** Trustee Huelskamp complimented the recent issue of the newsletter.
- C. Mrs. Rodriguez presented the financials shared in the packet. A copy of the 2026 Annual Budget was presented to the Trustees at this meeting for their review. The budget will be discussed in depth at the October meeting.
- **D.** Mr. McCrumb presented his report to the Trustees. He shared that the 2026 annual budget would include contracted election services and a new intern position to host a high school student from the EPIC campus. He also requested direction on "go slow" yard signs.
- **E.** Chief Cottrell presented his report to the Trustees.

PRESENTATIONS:

There were no presentations at this meeting.

OLD BUSINESS:

Resolution #2 – License Agreement with Intrepid Fiber Mr. Schiller presented the proposed agreement. The Trustees asked clarifying questions and discussed the ordinance.

ACTION: upon a motion by Trustee Timothy and a second by Trustee Huelskamp, the Board of Trustees unanimously approved Resolution #2 and the license agreement, and directed the Mayor to sign upon one final review by the Town Attorney.

NEW BUSINESS:

There was no new business.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 7:16 p.m.

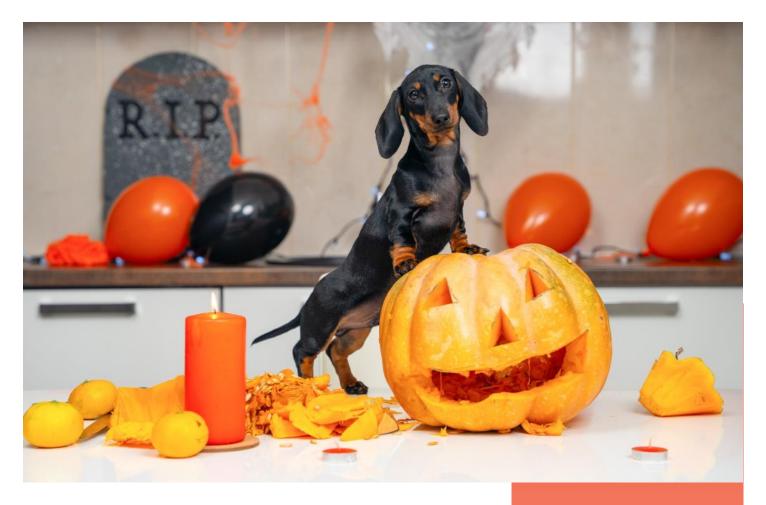
Submitted by, J.D. McCrumb, Town Administrator



Town Administrator's Report

October 2025





Town Administration

Residents Take Advantage of Town Events

October is a busy month for Town Hall. So far the Town hosted flu shots and shredding with more to come.

- Flu Shot Clinic: Front Range Flu Shots helped protect 85 residents from the flu over a morning and afternoon shift on Oct. 6.
- Shred Event: The shred vendor, VRC, took in 153 boxes of paper from 100+ car/golf cart visits—including a kind resident who returned with cookies for the crew. The VRC crew enjoyed interacting with couples in the golf carts and complimented the Town's "very nice" residents.

Upcoming Events

- Prescription Drug Take-Back Day: Clear out the medicine cabinet and bring any expired or unused medications to Town Hall on Saturday, Oct. 25, from 10 a.m.–2 p.m. for proper disposal.
- Leaf Collection–New
 This Year! The Town is
 experimenting with a leaf
 collection event this year to
 gauge the demand for future
 years. Encourage friends and
 neighbors to bring bagged
 leaves to Town Hall from
 8 a.m.–noon on Saturday,
 Nov. 1.

Mark your calendar for the Holiday Party on Tuesday, Dec. 9!

Town Website
Statistics

September 2025

Sessions: 1,415

Page Views: 2,330

Top Pages:

Police

Calendar

Building

Court

Permits

Total 2025 Print Directories Distributed: 110

Building Department

Monthly Stats

12 Permits Issued

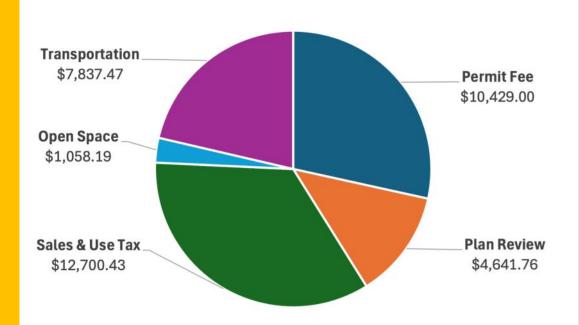
- New SFR: 0
- Major Remodel: 1
- Roofs/Solar: 3
- Basement: 2
- Miscellaneous: 6

41 Inspections

13 Licenses Issued

- General: 6
- Electrical: 1
- Plumbing: 2
- Roofing: 0
- Mechanical: 4

September Revenue: \$36,665.18





| Building Department Revenue by Month | | | | | | | | | |
|--------------------------------------|--------------|-----------------|--------------|-----------------|--|--|--|--|--|
| 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 | \$52,520.60 | \$303,340.82 | | | | | |
| June | \$21,707.29 | \$368,219.15 | \$187,559.32 | \$490,900.14 | | | | | |
| July | \$24,989.47 | \$393,208.62 | \$8,624.46 | \$499,524.60 | | | | | |
| August | \$43,070.54 | \$436,279.16 | \$16,123.54 | \$515,648.14 | | | | | |
| September | \$47,891.44 | \$484,170.60 | \$36,665.18 | \$552,313.32 | | | | | |
| October | \$21,641.67 | \$505,812.27 | | | | | | | |
| November | \$18,894.90 | \$524,707.17 | | | | | | | |
| December | \$7,436.78 | \$532,143.95 | | | | | | | |

Public Works Updates

Streetlight Project Complete

The concrete light pole replacement project has officially wrapped up. This fall, the final five aging poles were replaced with durable fiberglass poles, each equipped with new energy-efficient LED lights. The old concrete poles had been deteriorating, with visible cracks and pieces breaking off, making replacement a priority for safety and reliability.

Wild Plum Update

Town staff met with Lennar Homes this fall to review progress on the Wild Plum development. Of the original 133 punch list items, 75 remain incomplete—putting the current completion rate at 56%. Lennar will continue addressing the outstanding items throughout the fall, with pavement work expected in November. All items must be completed and required documentation submitted before the Town can move forward with Probationary Acceptance.

Snow and Ice Conference

In late September, staff attended the American Public Works Association's annual Snow and Ice Conference in Loveland. This three-day event focused on best practices for snow removal, emerging technologies, and lessons shared by public works teams from across Colorado.

This year's sessions featured topics such as integrating AI into public works operations and a long-range weather outlook for the upcoming winter. The event also included the annual Roadeo, where equipment operators demonstrated their skills by navigating an obstacle course using various construction and snow removal vehicles.

Gator UTV Ready to Go

The Gator UTV has been fully prepped for winter operations.

- Thorough exterior cleaning
- Plow mount and doors were reinstalled
- All fluids drained and replaced
- Suspension cleaned, greased, and tested
- Electrical, mechanical, and brake systems carefully inspected
- Replacement parking brake for failed original





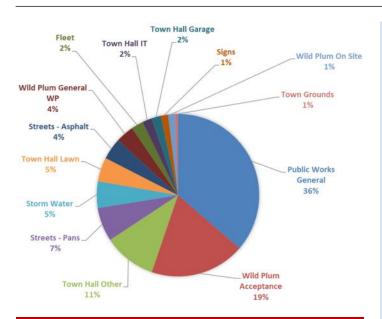
SEPTEMBER WEATHER REPORT

Monthly High: 92°

Monthly Low: 45°

Inches of Rain: 1.39"

Public Works & Municipal Court Updates



| Public Works: Septe | mber |
|----------------------|-------|
| Task | Hours |
| Public Works General | 82 |
| Wild Plum Acceptance | 43 |
| Town Hall Other | 24 |
| Streets - Pans | 15 |
| Storm Water | 12 |
| Town Hall Lawn | 11 |
| Streets - Asphalt | 10 |
| Wild Plum General WP | 8 |
| Fleet | 5 |
| Town Hall IT | 4 |
| Town Hall Garage | 4 |
| Signs | 3 |
| Wild Plum On Site | 3 |
| Town Grounds | 2 |

| Fines Collected (CV & Bow Mar) | | | | | | | | | |
|--------------------------------|-------------|-------------|----------|--|--|--|--|--|--|
| MONTH | 2024 YTD | <u>2025</u> | 2025 YTD | | | | | | |
| January | \$2,438.25 | \$5,325 | \$5,325 | | | | | | |
| February | \$8,128.70 | \$4,750 | \$10,075 | | | | | | |
| March | \$12,403.70 | \$5,710 | \$15,785 | | | | | | |
| April | \$20,423.70 | \$6,950 | \$22,735 | | | | | | |
| May | \$24,783.70 | \$5,896 | \$28,631 | | | | | | |
| June | \$41,905.68 | \$3,650 | \$32,281 | | | | | | |
| July | \$51,381.68 | \$5,530 | \$37,811 | | | | | | |
| August | \$29,621.38 | \$3,405 | \$41,216 | | | | | | |
| September | \$69,286.68 | \$5,110 | \$46,326 | | | | | | |
| October | \$80,031.68 | | | | | | | | |
| November | \$89,536.68 | | | | | | | | |
| December | \$98,531.68 | | | | | | | | |
| September Docket Summary | | | | | | | | | |
| The Town held Municipal Court | | | | | | | | | |

The Town held Municipal Court on Thursday, Sept. 18, 2025.

| TYPE | <u>NO.</u> |
|-----------------|------------|
| Total on Docket | 23 |
| Early Payments | 11 |
| Hearings | 4 |
| Bench Warrants | 1 |
| Trials | 0 |
| Collections | 0 |
| | |



Columbine Valley Police **Department**

Serving Bow Mar 2 Middlefield Rd. Columbine Valley, Colorado 80123 www.columbinevalley.org Fax (303) 795-7325 (303) 795-1434

Columbine Valley P.D. Monthly Report For October 2025

| Full Time Positions | 6 of 6 |
|---------------------|--------|
| Part Time Positions | 4 of 5 |
| Regular hours | 982 |
| OT hours worked | 40.5 |
| Off Duty | 0 |
| PTO | 73 |
| | |

September 2025 Violations

Charges For the Date Range 9/1/2025 Thru 9/30/2025

| Qty | Charge |
|-----|---|
| 7 | 1210(A) ON STREET PARKING PROHIBITED (3-6 AM): |
| 6 | 703(3) FAIL TO STOP AT A STOP SIGN: |
| 5 | 1101(2)(H) SPEEDING 10 - 19 MPH OVER: |
| 2 | 1101(2)(H) SPEEDING 10 - 19 MPH OVER (SCHOOL ZONE): |
| 2 | 1409 COMPULSORY INSURANCE: |
| 1 | 1402(1) CARELESS DRIVING: |
| 1 | 604 TRAFFIC CONTROL SIGNAL: |
| | |

Total Number of Violations Issued

24

Monthly Case # Report

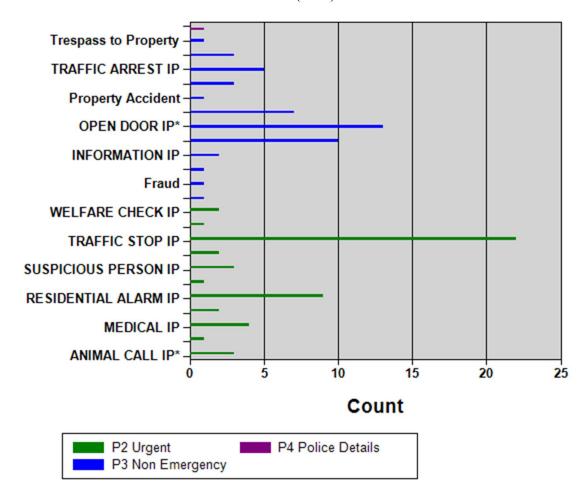
| Case Number | Event Date | Situation Reported |
|--------------------|------------------------|----------------------|
| CV25-0000112 | 09/02/2025 02:14:41 PM | TRAFFIC STOP IP |
| CV25-0000113 | 09/02/2025 05:13:57 PM | TRAFFIC STOP IP |
| CV25-0000114 | 09/03/2025 04:08:15 PM | Property Accident |
| CV25-0000115 | 09/04/2025 03:46:28 PM | TRAFFIC ARREST IP |
| CV25-0000116 | 09/06/2025 11:56:12 AM | WARRANT PICKUP IP |
| CV25-0000117 | 09/08/2025 01:38:30 PM | Theft |
| CV25-0000118 | 09/09/2025 03:49:06 PM | TRAFFIC STOP IP |
| CV25-0000119 | 09/09/2025 05:00:29 PM | TRAFFIC ARREST IP |
| CV25-0000120 | 09/10/2025 12:55:00 PM | INFORMATION IP |
| CV25-0000121 | 09/11/2025 02:50:19 PM | Graffiti* |
| CV25-0000122 | 09/13/2025 11:46:54 AM | INFORMATION IP |
| CV25-0000123 | 09/14/2025 11:34:51 AM | PROPERTY ACCIDENT IP |
| CV25-0000124 | 09/15/2025 02:03:52 PM | TRAFFIC ARREST IP |
| CV25-0000125 | 09/16/2025 03:13:14 PM | TRAFFIC ARREST IP |
| CV25-0000126 | 09/21/2025 09:07:50 AM | TRAFFIC ARREST IP |
| CV25-0000127 | 09/22/2025 05:09:13 PM | RESIDENTIAL ALARM IP |
| CV25-0000128 | 09/23/2025 11:37:52 AM | Theft |
| CV25-0000129 | 09/24/2025 08:20:08 AM | Burglary |
| CV25-0000130 | 09/30/2025 06:58:16 PM | TRAFFIC ARREST IP |

10:02 AM 10/14/2025 Data Source: Data Warehouse

| Agency: | ACSO |
|------------|---|
| Division: | Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers |
| Day Range: | Date From 9/1/2025 To 9/30/2025 |
| Exclusion: | Calls canceled before first unit assignedCalls canceled before first unit at scene |

Select a format Excel Acrobat (PDF) file Export





| Priority | Description |
|----------|--------------------|
| 1 | P1 In Progress |
| 2 | P2 Urgent |
| 3 | P3 Non Emergency |
| 4 | P4 Police Details |
| 5 | P5 On View |
| 6 | P6 Phone |
| 7 | P7 Dispatch |
| 8 | P8 CAD Test Record |
| 9 | P9 Call on Hold |

| | Priority | | | | | | | | | |
|-------------------------------|----------|----------|----------|---|---|---|---|---|---|----------|
| Problem Type | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | Total |
| 911 HANGUP IP | • | _ | | · | 9 | v | , | v | | Total |
| ABANDONED VEHICLE IP* | | | | | | | | | | |
| ACCIDENT ALERT IP | | | | | | | | | | |
| ANIMAL CALL IP* | | 2 | | | | | | | | 3 |
| | | <u>3</u> | | | | | | | | <u> </u> |
| Assault | | | | | | | | | | |
| ASSIST TO OTHER AGENCY IP | | | | | | | | | | |
| Auto Theft | | | | | | | | | | |
| AUTO THEFT IP | | | | | | | | | | |
| Burglary | | | <u>1</u> | | | | | | | <u>1</u> |
| Burglary Attempt | | | | | | | | | | |
| BURGLARY ATTEMPT IP | | | | | | | | | | |
| BURGLARY IP | | | | | | | | | | |
| BUSINESS ALARM IP | | | | | | | | | | |
| BUSINESS CHECK IP* | | | | | | | | | | |
| CANCEL RUNAWAY IP | | | | | | | | | | |
| Child Abuse | | | | | | | | | | |
| CHILD ABUSE IP | | | | | | | | | | |
| CITIZEN ASSIST IP | | | | | | | | | | |
| CODE ENFORCEMENT IP* | | | | | | | | | | |
| Criminal Impersonation | | | | | | | | | | |
| CRIMINAL IMPERSONATION IP | | | | | | | | | | |
| Criminal Mischief | | | | | | | | | | |
| CRIMINAL MISCHIEF IP | | | | | | | | | | |
| Criminal Tampering | | | | | | | | | | |
| CRIMINAL TAMPERING IP | | | | | | | | | | |
| DEAD ON ARRIVAL IP | | | | | | | | | | |
| | | | | | | | | | | |
| DISORDERLY CONDUCT IP | | | | | | | | | | |
| Disturbance Physical | | | | | | | | | | |
| DISTURBANCE PHYSICAL IP | | | | | | | | | | |
| Disturbance Verbal | | | | | | | | | | |
| DISTURBANCE VERBAL IP | | | | | | | | | | |
| Domestic Violence Physical | | | | | | | | | | |
| DOMESTIC VIOLENCE PHYSICAL IP | | | | | | | | | | |
| Domestic Violence Verbal | | | | | | | | | | |
| DOMESTIC VIOLENCE VERBAL IP | | | | | | | | | | |
| Drug Violation | | | | | | | | | | |
| DRUG VIOLATION IP | | | | | | | | | | |
| DRUNK SUBJECT IP | | | | | | | | | | |
| DUI IP | | | | | | | | | | |
| Elder Abuse | | | | | | | | | | |
| ELDER ABUSE IP | | | | | | | | | | |
| ELUDING IP | | | | | | | | | | |
| FIREWORKS IP | | | | | | | | | | |
| FOUND PERSON IP | | | | | | | | | | |
| FOUND PROPERTY IP* | | | | | | | | | i | |
| Fraud | | | 1 | | | | | | | 1 |
| FRAUD IP | | | - | | | | | | | - |
| Harassment | | | | | | | | | | |
| HARASSMENT IP | | | | | | | | | | |
| Hate Crime | | | | | | | | | | |
| | | | | - | | | | | | |
| HATE CRIME IP | | | | | | | | | | |
| HOME CHECK IP* | | | | | | | | | | |
| Identity Theft | | | <u>l</u> | | | | | | | <u>1</u> |
| IDENTITY THEFT IP | | | | ļ | | | | | ļ | |

| | | | , | | | | | |
|------------------------------|--------------|--------------|----------|--|----------|---|----------|-----------|
| IMPOUNDED VEHICLE IP | | | | | | | | |
| INFORMATION IP | | <u>2</u> | | | | | | <u>2</u> |
| Injury Accident | | | | | | | | |
| INJURY ACCIDENT IP | | | | | | | | |
| INTIMIDATING A WITNESS IP | | | | | | | | |
| KEEP THE PEACE IP* | 1 | | | | | | | 1 |
| LIQUOR VIOLATION IP | _ | | | | | | | _ |
| LOUD NOISE COMPLAINT IP | | | | | | | | |
| MEDICAL IP | 4 | | | | | | | 4 |
| | <u> </u> | | | | | | | |
| Menacing MENACING IR | | | | | | | | |
| MENACING IP | | + | | | | | | |
| MENTAL SUBJECT IP | | 10 | | | | | | 10 |
| MESSAGE FOR DEPUTY IP | | <u>10</u> | | | | | | <u>10</u> |
| MISSING CHILD IP | | | | | | | | |
| Missing Person | | | | | | | | |
| MISSING PERSON IP | | | | | | | | |
| OBSTRUCTION IP | | | | | | | | |
| ODOR INVESTIGATION IP | | | | | | | | |
| OPEN DOOR IP* | | <u>13</u> | | | | | | <u>13</u> |
| OVERSIZED VEHICLE IP* | | | | | | | | |
| PARKING COMPLAINT IP* | | <u>7</u> | | | | | | <u>7</u> |
| POSS SHOTS FIRED IP | | | | | | | | |
| Property Accident | | 1 | | | | | | 1 |
| PROPERTY ACCIDENT IP | 2 | - | | | | | | 2 |
| PUFFING VEHICLE IP* | _ | | | | | | | _ |
| RECOVERED STOLEN PROPERTY IP | | | | | | | | |
| RECOVERED STOLEN VEHICLE IP | | | | | | | | |
| REDI REPORT IP | | | | | | | | |
| REPOSSESSED VEHICLE IP | | | | | | | | |
| | 0 | + | | | <u> </u> | | <u> </u> | 0 |
| RESIDENTIAL ALARM IP | <u>9</u> | + | | | | | | 9 |
| Restraining Order Vio | | | | | | 1 | | |
| RESTRAINING ORDER VIO IP | | | | | | | | |
| Robbery | | - | | | | | | |
| ROBBERY IP | | - | | | | | | |
| Runaway | | | | | | | | |
| RUNAWAY IP | | | | | | | | |
| SAFE 2 TELL | | | | | | | | |
| SELECTIVE ENFORCEMENT IP* | | | <u>1</u> | | | | | <u>1</u> |
| Sex Assault | | | | | | | | |
| SEX ASSAULT IP | | | | | | | | |
| Sex Crime | | | | | | | | |
| SEX CRIME IP | | | | | | | | |
| Shots Fired | | | | | | | | |
| SHOTS FIRED IP | | | | | | | | |
| SOLICITING IP | | | | | | | | |
| Suicide Attempt | | | | | | | | |
| SUICIDE ATTEMPT IP | | | | | | | | |
| SUICIDE COMPLETED IP | | | | | İ | | İ | |
| SUICIDE THREAT IP | | 1 | | | İ | | İ | |
| SUSPICIOUS CIRCUMSTANCE IP | 1 | 1 | | | | | | 1 |
| SUSPICIOUS PERSON IP | 3 | | | | | | | 3 |
| SUSPICIOUS VEHICLE IP | 2 | | | | l | | l | <u>2</u> |
| Theft | <u> </u> | 3 | - | | | | | 3 |
| | | 3 | | | | | | 2 |
| Theft from Motor Vehicle | | | | | | | | |
| THEFT FROM MOTOR VEHICLE IP | | 1 | - | | ļ | | <u> </u> | |
| THEFT IP | | _ | | | | | | _ |
| TRAFFIC ARREST IP | | <u>5</u> | | | | | | <u>5</u> |

| Traffic Complaint | | | | | | |
|----------------------------|-----------|-----------|----------|--|--|-----------|
| | | 3 | | | | 3 |
| TRAFFIC COMPLAINT IP | | <u>3</u> | | | | <u>3</u> |
| TRAFFIC OBSTRUCTION IP | 22 | | | | | 22 |
| TRAFFIC STOP IP | <u>22</u> | | | | | <u>22</u> |
| TRANSPORT IP | | | | | | |
| Trespass to Property | | <u>1</u> | | | | <u>1</u> |
| TRESPASS TO PROPERTY IP | | | | | | |
| Trespass to Vehicle | | | | | | |
| TRESPASS TO VEHICLE IP | | | | | | |
| UNKNOWN INJURY ACCIDENT IP | | | | | | |
| UNLAWFUL ACTS IP | | | | | | |
| UNWANTED SUBJECT IP | | | | | | |
| VEHICLE LOCKOUT IP | | | | | | |
| VIN VERIFICATION IP | | | | | | |
| WALK UP IP | | | | | | |
| WARRANT ARREST IP | | | | | | |
| WARRANT PICKUP IP | <u>1</u> | | | | | <u>1</u> |
| 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>50</u> | <u>48</u> | <u>1</u> | | | <u>99</u> |



Request for Board of Trustee Action

Date: October 21, 2025

Title: 2026 Draft Town Budget

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Diane Rodriguez, Finance Manager; J.D. McCrumb, Town

Administrator

Background: This is the first draft of the 2026 Town Budget presented for review

and discussion. It has been drafted by Town staff. Several Trustees have met with staff individually to advise and offer department level

direction.

The 2026 budget will be presented for a public hearing on November 18, 2025. The Trustees will also go into Executive Session on that night to discuss any salary adjustments for the Town Administrator

and Chief of Police.

The budget is scheduled for adoption by Resolution on Tuesday,

December 9, 2025.

Attachments: 2026 Draft Town Budget

Suggested Action: Direct staff to make any updates or changes to prepare for the

November Trustees meeting.

TOWN OF COLUMBINE VALLEY SUMMARY 2026 PROPOSED BUDGET WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | | 2025 Adopted | | YTD Actual 8/31/2025 | | 2025 Estimated | | 2026 Proposed | |
|--------------------------------------|----------------|-----------|-----------------|-----------|-------------------------|-----------|-------------------|-----------|------------------|-----------|
| REVENUES PER CATEGORY | | | | | | | | | | |
| General | \$ | 3,011,163 | \$ | 2,933,177 | \$ | 2,254,259 | \$ | 3,022,325 | \$ | 2,980,309 |
| Capital | | - | | - | | - | | - | | 600,000 |
| Conservation trust fund | | 11,910 | | 10,000 | | 6,081 | | 10,550 | | 10,000 |
| Arapahoe county open space | | 97,685 | | 90,200 | | 86,028 | | 96,840 | | 91,400 |
| Wild Plum Impact fees | | 67,920 | | 70,000 | | 39,304 | | 58,956 | | 70,000 |
| Transportation fees | | 106,117 | | 100,000 | | 113,006 | | 120,000 | | 110,000 |
| Total revenues | | 3,294,795 | | 3,203,377 | | 2,498,678 | | 3,308,671 | | 3,861,709 |
| EXPENDITURES PER CATEGORY | | | | | | | | | | |
| General | | 2,072,302 | | 2,583,854 | | 1,421,135 | | 2,495,284 | | 2,722,437 |
| Capital | | 741,598 | | 997,000 | | 77,492 | | 211,000 | | 967,000 |
| Conservation trust fund | | 3,181 | | 6,000 | | 6,478 | | 6,478 | | 6,000 |
| Arapahoe county open space | | - | | 4,000 | | - | | 4,000 | | - |
| Total expenditures | | 2,817,081 | | 3,590,854 | | 1,505,105 | | 2,716,762 | | 4,045,437 |
| EXCESS OF REVENUES OVER (UNDER) | | | | | | | | | | |
| EXPENDITURES | | 477,714 | | (387,477) | | 993,573 | | 591,909 | | (183,728) |
| OTHER FINANCING SOURCES (USES) | | | | | | | | | | |
| Sale of capital assets | | _ | | 9,000 | | 7,600 | | 7,600 | | 9,000 |
| Total other financing sources (uses) | | - | | 9,000 | | 7,600 | | 7,600 | | 9,000 |
| NET CHANGE IN FUND BALANCE | | 477,714 | \$ | (378,477) | | 1,001,173 | | 599,509 | | (174,728) |
| BEGINNING FUND BALANCE | | 8,281,779 | | | | 8,759,493 | | 8,759,493 | | 9,359,002 |
| ENDING FUND BALANCE | \$ | 8,759,493 | | | \$ | 9,760,666 | \$ | 9,359,002 | \$ | 9,184,274 |
| ENDING FUND BALANCE BY CATEGORY | | | | | | | | | | |
| General | \$ | 811,141 | | | \$ | 844,265 | \$ | 808,182 | | 796,054 |
| Capital | | 5,486,961 | | | | 6,217,069 | | 5,813,561 | | 5,725,561 |
| Conservation trust fund | | 38,622 | | | | 38,225 | | 42,694 | | 46,694 |
| Arapahoe county open space | | 711,144 | | | | 797,172 | | 803,984 | | 895,384 |
| Impact fees | | 1,332,319 | | | | 1,371,623 | | 1,391,275 | | 1,111,275 |
| Transportation fees | | 379,306 | | | | 492,312 | | 499,306 | | 609,306 |
| ENDING FUND BALANCE BY CATEGORY | \$ | 8,759,493 | | | \$ | 9,760,666 | \$ | 9,359,002 | \$ | 9,184,274 |

TOWN OF COLUMBINE VALLEY OPERATIONS - DETAILS 2026 PROPOSED BUDGET WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | 2025 Adopted | YTD Actual 8/31/2025 | 2025 Estimated | | 2026 Proposed |
|---|--------------------|------------------|-------------------------|-------------------|----|------------------|
| REVENUES | | | | | | |
| Taxes | | | | | | |
| Cable television | \$ 42,516 | \$ 43,400 | \$ 28,060 | \$ 42,090 | \$ | 42,100 |
| Property taxes | 612,410 | 613,980 | 602,161 | 613,980 | | 619,433 |
| Sales and use taxes | 1,127,078 | 1,117,600 | 770,033 | 1,134,050 | | 1,138,100 |
| Specific ownership taxes | 34,395 | 43,000 | 21,979 | 32,969 | | 37,200 |
| Utility franchise fees | 78,548 | 81,300 | 55,758 | 83,637 | | 83,600 |
| Total taxes | 1,894,947 | 1,899,280 | 1,477,991 | 1,906,726 | | 1,920,433 |
| Permits and fines | | | | | | |
| Fines | 97,601 | 100,000 | 42,415 | 80,000 | | 100,000 |
| Permits, fees and services Violations | 232,193 | 252,400 - | 198,823 | 293,335 | | 262,700 |
| Total permits and fines | 329,794 | 352,400 | 241,238 | 373,335 | _ | 362,700 |
| Intergovernmental | | | | | | |
| Bow Mar IGA police | 338,000 | 372,797 | 279,598 | 372,797 | | 382,676 |
| Bow Mar IGA admin | 20,000 | 20,000 | 15,000 | 20,000 | | 20,000 |
| County highway tax revenue | 15,046 | 18,900 | 17,222 | 25,833 | | 25,800 |
| Motor vehicle registration fees | 5,557 | 5,600 | 3,840 | 5,760 | | 5,800 |
| State cigarette tax apportionment | 1,643 | 1,700 | 771 | 1,157 | | 1,200 |
| State highway user's tax | 52,411 | 51,500 | 33,811 | 50,717 | | 50,700 |
| Total intergovernmental | 432,657 | 470,497 | 350,242 | 476,264 | | 486,176 |
| Interest | 313,677 | 175,000 | 182,700 | 230,000 | | 175,000 |
| Other | 3,192 | 4,000 | 2,088 | 4,000 | | 4,000 |
| Grants | 36,896 | 32,000 | - | 32,000 | | 32,000 |
| TOTAL REVENUES | 3,011,163 | 2,933,177 | 2,254,259 | 3,022,325 | _ | 2,980,309 |
| EXPENDITURES | | | | | | |
| Administration | 406.550 | 424 000 | =0.04= | 444.000 | | 40.5 |
| Accounting and audit | 136,573 | 131,000 | 79,945 | 131,000 | | 136,500 |
| Advertising/notices | 260 | 500 | 169 | 500 | | 500 |
| Bank/credit card fees Building inspection and plan review | 6,502 74,066 | 6,500 | 4,364 | 6,500 | | 6,500 80,000 |
| Building maintenance and utilities | 26,149 | 80,000 28,000 | 70,250 18,972 | 80,000 28,000 | | 32,000 |
| Community functions | 44,069 | 50,500 | 38,029 | 50,929 | | 60,000 |
| Computer expense | 4,353 | 10,000 | 4,688 | 10,000 | | 10,000 |
| County treasurer's collection fees | 6,132 | 6,140 | 6,027 | 6,140 | | 6,194 |
| Dues and publications | 15,165 | 15,650 | 10,781 | 18,800 | | 19,247 |
| Education and training | 12,521 | 11,000 | 13,385 | 11,000 | | 19,000 |
| Election | - | - | - | - | | 12,000 |
| Health insurance | 24,234 | 31,091 | 20,836 | 31,067 | | 33,630 |
| Human resources | 18,621 | 15,000 | 12,200 | 18,300 | | 18,000 |
| Insurance workers comp/liability/bonds | 15,646 | 17,615 | 13,117 | 19,676 | | 19,103 |
| Legal | 27,425 | 30,000 | 32,311 | 48,467 | | 52,900 |
| Meals | 764 | 1,000 | 373 | 1,000 | | 1,000 |
| Miscellaneous | 4,479 | 1,500 | 1,193 | 1,500 | | 1,500 |
| Payroll taxes | 10,695 | 12,000 | 6,712 | 10,068 | | 12,900 |
| Pension | 9,989 | 12,000 | 6,423 | 9,635 | | 12,900 |
| Salaries | 207,856 | 240,912 | 135,487 | 240,912 | | 258,917 |
| Special projects | 5,867 | 10,000 | - | 10,000 | | 10,000 |
| Supplies, printing, postage | 15,567 | 13,000 | 10,421 | 13,000 | | 13,000 |
| Telephone/communications | 11,081 | 12,125 | 8,606 | 12,909 | | 13,554 |
| Emergency reserve | - | 88,000 | - | - | | 89,500 |

TOWN OF COLUMBINE VALLEY OPERATIONS - DETAILS 2026 PROPOSED BUDGET WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | 2025 Adopted | YTD Actual 8/31/2025 | 2025 Estimated | 2026 Proposed |
|--------------------------------------|----------------|-----------------|-------------------------|-------------------|------------------|
| Total administration | 678,014 | 823,533 | 494,289 | 759,403 | 918,845 |
| Planning and engineering | | | | | |
| Town planning | 27,490 | 20,000 | 5,945 | 20,000 | 20,000 |
| Town engineer | 3,999 | 16,000 | 7,388 | 16,000 | 18,400 |
| Miscellaneous | - | - | - | - | - |
| Total planning and engineering | 31,489 | 36,000 | 13,333 | 36,000 | 38,400 |
| Public safety | | | | | |
| Operations | | | | | |
| Cruiser gas | 16,521 | 20,520 | 10,980 | 20,520 | 20,992 |
| Cruiser oil/maintenance | 9,138 | 13,338 | 6,203 | 13,338 | 13,645 |
| Cruiser insurance | 5,829 | 6,120 | 4,251 | 6,377 | 6,419 |
| Education/training | 5,153 | 12,620 | 4,588 | 12,620 | 12,620 |
| Equipment - cameras body and dash | - | 10,000 | - | 10,000 | 10,000 |
| Equipment repair | 5,981 | 4,104 | 1,872 | 4,104 | 4,198 |
| Health insurance | 70,812 | 81,400 | 56,336 | 84,227 | 91,200 |
| Insurance workers comp/liability | 45,108 | 39,496 | 30,008 | 45,012 | 42,848 |
| Payroll taxes | 22,926 | 31,700 | 14,741 | 22,112 | 34,200 |
| Pension | 62,077 | 63,400 | 43,129 | 64,694 | 68,300 |
| Salaries | 624,586 | 633,673 | 410,760 | 633,673 | 682,071 |
| Supplies/dues/miscellaneous | 5,375 | 15,000 | 2,901 | 15,000 | 15,000 |
| Telephones/air cards | 4,349 | 4,433 | 2,515 | 3,773 | 3,962 |
| Uniforms | 10,650 | 10,000 | 3,992 | 10,000 | 10,000 |
| Total operations Municipal court | 888,505 | 945,804 | 592,276 | 945,450 | 1,015,455 |
| Judge | 11,300 | 12,000 | 8,500 | 12,500 | 12,000 |
| Interpreter | 2,250 | 2,400 | 1,600 | 2,400 | 3,000 |
| Legal | 26,943 | 28,000 | 20,212 | 28,000 | 30,000 |
| Health insurance | 7,592 | 9,300 | 851 | 3,208 | 10,105 |
| Payroll taxes | 1,197 | 3,500 | 1,191 | 3,007 | 4,368 |
| Pension | 1,446 | 7,000 | 1,120 | 2,800 | 4,368 |
| Salaries | 39,329 | 70,000 | 32,905 | 58,505 | 87,360 |
| Administration | 111 | 1,000 | 277 | 1,000 | 1,000 |
| Supplies | 1,468 | 2,500 | 676 | 2,500 | 2,500 |
| Total municipal court | 91,636 | 135,700 | 67,332 | 113,920 | 154,701 |
| Contracts | | | | | |
| Arapahoe county dispatch fee | 37,544 | 38,276 | 19,369 | 38,738 | 40,191 |
| Mobile Cad | 1,299 | 1,262 | - | 1,262 | 1,262 |
| Human society | - | 500 | - | 500 | 500 |
| Juvenile assessment | 632 | 650 | 632 | 632 | 650 |
| Netmotion | - | 500 | - | 500 | 500 |
| CACP | 430 | 450 | 980 | 980 | 1,000 |
| CISC | 150 | 1,000 | - | 1,000 | 1,000 |
| WhenIWork | 797 | 800 | 598 | 800 | 800 |
| Total contracts | 40,852 | 43,438 | 21,579 | 44,412 | 45,903 |
| Computer/IT | 110 | 2.000 | 10.267 | 2 000 | 2 000 |
| Flock safety | 112 | 3,000 | 18,367 | 3,000 | 3,000 |
| SBITA-Flock safety principal | 15,425 | 15,819 | - | 15,819 | 16,223 |
| SBITA-Flock safety interest | 2,075 | 1,681 | - | 1,681 | 1,277 |
| Offsite server backup and protection | 12,009 | 12,000 | 7,186 | 12,000 | 12,000 |
| Office 365 accounts | 6,165 | 6,200 | 3,626 | 6,216 | 6,527 |
| Scheduled computer replacement | 1,285 | 4,000 | = | 4,000 | 4,000 |
| Govpilot | 14,000 | 14,000 | 9,333 | 14,000 | 14,000 |
| Total computer/IT | 51,071 | 56,700 | 38,512 | 56,716 | 57,027 |

TOWN OF COLUMBINE VALLEY OPERATIONS - DETAILS 2026 PROPOSED BUDGET WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | 2025 Adopted | YTD Actual 8/31/2025 | 2025 Estimated | 2026 Proposed |
|------------------------------------|----------------|-----------------|-------------------------|-------------------|------------------|
| Total public safety | 1,072,064 | 1,181,642 | 719,699 | 1,160,498 | 1,273,086 |
| Public works | | | | | |
| Ground maintenance | 7,210 | 7,500 | 3,661 | 7,500 | 6,000 |
| Health insurance | 9,467 | 9,280 | 6,189 | 9,156 | 9,742 |
| Insurance vehicle | 2,914 | 3,060 | 2,125 | 3,188 | 3,210 |
| Insurance workers comp/liability | 6,118 | 6,606 | 5,022 | 7,533 | 7,071 |
| Other drainage/water | - | 5,000 | - | 5,000 | 5,000 |
| Payroll taxes | 5,799 | 5,925 | 3,731 | 5,597 | 6,221 |
| Pension | 4,645 | 5,925 | 2,862 | 4,293 | 6,221 |
| Professional fees-mosquito control | 7,948 | 8,345 | 6,888 | 8,266 | 8,679 |
| Salaries | 110,879 | 118,500 | 72,298 | 118,500 | 124,425 |
| Sanitation/trash/recycle service | 107,118 | 110,838 | 72,434 | 108,651 | 110,838 |
| Signs maintenance | 1,721 | 5,000 | 3,340 | 5,000 | 5,000 |
| Snow removal | 2,244 | 2,500 | 1,205 | 2,500 | 2,500 |
| Storm water permit process/NPDES | 1,218 | 1,200 | 620 | 1,200 | 1,200 |
| Street lighting | 11,665 | 15,000 | 7,043 | 15,000 | 15,000 |
| Streets and gutters maintenance | 4,670 | 185,000 | 1,327 | 185,000 | 125,000 |
| Streets and gutters contingency | - | 50,000 | 4,288 | 50,000 | 50,000 |
| Striping | 3,697 | 1,000 | - | 1,000 | 1,000 |
| Tools | - | - | - | - | 2,000 |
| Uniforms | - | - | - | - | 1,000 |
| Vehicle maintenance | 3,422 | 2,000 | 781 | 2,000 | 2,000 |
| Total public works | 290,735 | 542,679 | 193,814 | 539,384 | 492,107 |
| TOTAL EXPENDITURES | 2,072,302 | 2,583,854 | 1,421,135 | 2,495,284 | 2,722,437 |
| EXCESS OF REVENUES OVER | | | | | |
| EXPENDITURES | 938,861 | 349,323 | 833,124 | 527,041 | 257,872 |
| OTHER FINANCING USES | | | | | |
| Transfer to capital | (930,000) | (330,000) | (800,000) | (530,000) | (270,000) |
| Total other financing uses | (930,000) | (330,000) | (800,000) | (530,000) | (270,000) |
| NET CHANGE IN FUND BALANCE | 8,861 | \$ 19,323 | 33,124 | (2,959) | (12,128) |
| BEGINNING FUND BALANCE | 802,280 | | 811,141 | 811,141 | 808,182 |
| ENDING FUND BALANCE | \$ 811,141 | | \$ 844,265 | \$ 808,182 | \$ 796,054 |

TOWN OF COLUMBINE VALLEY CAPITAL 2026 PROPOSED BUDGET

WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | 2025 Adopted | YTD Actual 8/31/2025 | 2025 Estimated | 2026 Proposed |
|---|----------------|-----------------|-------------------------|-------------------|------------------|
| REVENUES | | | | | |
| CDOT grant | - | - | - | - | 600,000 |
| Total revenues | | | | | 600,000 |
| EXPENDITURES | | | | | |
| Public safety | | | | | |
| Vehicle | 68,448 | 75,000 | 53,788 | 69,000 | 75,000 |
| Public works | | | | | |
| Lightpole replacement | 10,314 | 12,000 | 4,172 | 12,000 | 12,000 |
| Platte Canyon Sidewalk - Village to Fairway | 29,356 | 500,000 | 19,532 | 100,000 | 500,000 |
| Platte Canyon/Coal Mine right turn lane | - | 280,000 | - | - | 280,000 |
| Road improvements | 633,480 | - | - | - | - |
| Town wall | - | 100,000 | - | - | 100,000 |
| Trails | - | 30,000 | - | 30,000 | - |
| Total expenditures | 741,598 | 997,000 | 77,492 | 211,000 | 967,000 |
| EXCESS OF EXPENDITURES OVER | | | | | |
| REVENUES | (741,598) | (997,000) | (77,492) | (211,000) | (367,000) |
| OTHER FINANCING SOURCES | | | | | |
| Sale of assets | - | 9,000 | 7,600 | 7,600 | 9,000 |
| Transfer from general | 930,000 | 330,000 | 800,000 | 530,000 | 270,000 |
| Total other financing sources | 930,000 | 339,000 | 807,600 | 537,600 | 279,000 |
| NET CHANGE IN FUND BALANCE | 188,402 | \$ (658,000) | \$ 730,108 | 326,600 | (88,000) |
| BEGINNING FUND BALANCE | 5,298,559 | | 5,486,961 | 5,486,961 | 5,813,561 |
| ENDING FUND BALANCE | \$ 5,486,961 | | \$ 6,217,069 | \$ 5,813,561 | \$ 5,725,561 |

TOWN OF COLUMBINE VALLEY CONSERVATION TRUST FUND 2026 PROPOSED BUDGET

WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | 2025 Adopted | D Actual 31/2025 | Es | 2025 stimated | 2026 oposed |
|--------------------------------------|--------------------|---------------------|---------------------|----|------------------|----------------|
| REVENUES | | | | | | |
| Conservation trust fund entitlement | \$ 10,013 | \$ 8,700 | \$ 4,848 | \$ | 8,700 | \$ 8,700 |
| CTF interest | 1,897 | 1,300 | 1,233 | | 1,850 | 1,300 |
| Total revenues | 11,910 | 10,000 | 6,081 | | 10,550 | 10,000 |
| EXPENDITURES | | | | | | |
| Conservation trust fund expenditures | 3,181 | 6,000 | 6,478 | | 6,478 | 6,000 |
| Total expenditures | 3,181 | 6,000 | 6,478 | | 6,478 | 6,000 |
| NET CHANGE IN FUND BALANCE | 8,729 | \$ 4,000 | \$ (397) | | 4,072 | 4,000 |
| BEGINNING FUND BALANCE | 29,893 | | 38,622 | | 38,622 | 42,694 |
| ENDING FUND BALANCE | \$ 38,622 | | \$ 38,225 | \$ | 42,694 | \$ 46,694 |

TOWN OF COLUMBINE VALLEY ARAPAHOE COUNTY OPEN SPACE 2026 PROPOSED BUDGET

WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | | 2025 Adopted | | YTD Actual 8/31/2025 | | 2025 Estimated | | 2026 Proposed | |
|-------------------------------------|----------------|---------|-----------------|--------|-------------------------|---------|-------------------|---------|------------------|---------|
| REVENUES | | | | | | | | | | |
| Arapahoe county open space revenues | \$ | 63,209 | \$ | 63,200 | \$ | 64,405 | \$ | 64,405 | \$ | 64,400 |
| ACOP interest | | 34,476 | | 27,000 | | 21,623 | | 32,435 | | 27,000 |
| Total revenues | | 97,685 | | 90,200 | | 86,028 | | 96,840 | | 91,400 |
| EXPENDITURES | | | | | | | | | | |
| Benches | | - | | 4,000 | | - | | 4,000 | | - |
| Total expenditures | | - | | 4,000 | | = | | 4,000 | | - |
| NET CHANGE IN FUND BALANCE | | 97,685 | \$ | 86,200 | \$ | 86,028 | | 92,840 | | 91,400 |
| BEGINNING FUND BALANCE | | 613,459 | | | | 711,144 | | 711,144 | | 803,984 |
| ENDING FUND BALANCE | \$ | 711,144 | | | \$ | 797,172 | \$ | 803,984 | \$ | 895,384 |

TOWN OF COLUMBINE VALLEY WILD PLUM IMPACT FEES 2026 PROPOSED BUDGET WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | 2025 Adopted | YTD Actual 8/31/2025 | 2025 Estimated | 2026 Proposed | |
|---|----------------|-----------------|-------------------------|-------------------|------------------|--|
| DEVENIER | | | | | | |
| REVENUES Wild Plum Impact fees interest | 67,920 | 70,000 | 39,304 | 58,956 | 70,000 | |
| what rum impact ices interest | | | | | | |
| Total revenues | 67,920 | 70,000 | 39,304 | 58,956 | 70,000 | |
| EXPENDITURES | | | | | | |
| Hunter run | - | - | - | - | 350,000 | |
| Total expenditures | | | | | 350,000 | |
| NET CHANGE IN FUND BALANCE | 67,920 | \$ 70,000 | 39,304 | 58,956 | (280,000) | |
| BEGINNING FUND BALANCE | 1,264,399 | | 1,332,319 | 1,332,319 | 1,391,275 | |
| ENDING FUND BALANCE | \$ 1,332,319 | | \$ 1,371,623 | \$ 1,391,275 | \$ 1,111,275 | |

TOWN OF COLUMBINE VALLEY TRANSPORTATION FEES 2026 PROPOSED BUDGET WITH 2024 ACTUAL, 2025 BUDGET, 2025 YTD AND 2025 ESTIMATED AMOUNTS

| | 2024 Actual | | 2025 Adopted | | YTD Actual 8/31/2025 | | 2025 Estimated | | 2026 Proposed | |
|-------------------------------------|----------------|---------|-----------------|----------|-------------------------|---------|-------------------|---------|------------------|----------|
| REVENUES | \$ | 106,117 | \$ | 100.000 | \$ | 113.006 | \$ | 120.000 | \$ | 110,000 |
| Transportation fees Total revenues | <u> </u> | 106,117 | J | 100,000 | <u> </u> | 113,006 | • | 120,000 | • | 110,000 |
| EXPENDITURES Total expenditures | | | | <u>-</u> | | | | | | <u>-</u> |
| NET CHANGE IN FUND BALANCE | | 106,117 | \$ | 100,000 | | 113,006 | | 120,000 | | 110,000 |
| BEGINNING FUND BALANCE | | 273,189 | | | | 379,306 | | 379,306 | | 499,306 |
| ENDING FUND BALANCE | \$ | 379,306 | | | \$ | 492,312 | \$ | 499,306 | \$ | 609,306 |

Town of Columbine Valley Property taxes

| | | | | | | | | PRELIMINARY |
|----------------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
| Assessed Value | 47,883,330 | 54,576,701 | 54,835,909 | 65,358,880 | 62,737,997 | 81,774,145 | 83,387,222 | 84,127,808 |
| | | | | | | | | |
| Mill Levy | | | | | | | | |
| General Fund | 9.313 | 9.313 | 7.924 | 9.339 | 9.339 | 9.339 | 9.339 | 9.339 |
| Temp Rate Reduction | -1.573 | -2.755 | - | - | - | (2.195) | (2.195) | (2.195) |
| Abatement | 0.011 | 0.009 | 0.025 | 0.077 | 0.015 | - | 0.219 | 0.219 |
| Total Mill Levy | 7.751 | 6.567 | 7.949 | 9.416 | 9.354 | 7.144 | 7.363 | 7.363 |
| Property taxes | | | | | | | | |
| General Fund | 445,937 | 508,273 | 434,520 | 610,387 | 585,910 | 763,689 | 778,753 | 785,669.60 |
| Temp Rate Reduction | (75,320) | (150,359) | - | - | = | (179,494) | (183,035) | (184,660.54) |
| Abatement | 527 | 491 | 1,371 | 5,033 | 941 | - | 18,262 | 18,423.99 |
| Total Property Taxes | 371,144 | 358,405 | 435,891 | 615,419 | 586,851 | 584,194 | 613,980 | 619,433.05 |



Request for Board of Trustee Action

Date: October 21, 2025

Trustee Bill #7 – Series 2025 International Building Codes

Presented By: Jim Thelen, Chief Building Official; J.D. McCrumb, Town

Administrator

Prepared By: Jim Thelen, Chief Building Official; Lee Schiller, Town Attorney

Background: Tonight, the Board of Trustees will consider the adoption of the 2024

International building code; the International Building, Plumbing, Mechanical, Energy Conservation, Fuel Gas, Property Maintenance, Swimming Pool/Spa, and Elevator codes. The Town is presently utilizing the 2022 International Residential Code and the 2023

National Electric Code.

A series of minor amendments from the codes as written are

presented for adoption in Columbine Valley.

Town staff is also recommending as a part of this ordinance an update to Project valuations. The Project valuations for decks, patio covers and garages were amended in 2022. All other project valuations have not changed since 2016 and do not represent the associated costs of building materials typically used in Columbine

Valley.

The Trustees increased building permit fees in 2016. A fee increase is not included in this ordinance as our building permit fees are still in line with regional comparables, however if the trustees wish to

discuss an increase a Resolution will be prepared.

Attachments: Trustee Bill #7 – Series 2025

Staff Recommendations: Approve as presented.

Recommended Motion(s): "I move to approve as presented Trustee Bill #7, 2025 on 1st reading

and to set a public hearing on this Ordinance for November 18,

2025"

TOWN OF COLUMBINE VALLEY

ORDINANCE NO 7 SERIES OF 2025 INTRODUCED BY TRUSTEE
TRUSTEE: AL TIMOTHY

A BILL FOR AN ORDINANCE

AN ORDINANCE FOR THE TOWN OF COLUMBINE VALLEY. COLORADO, ADOPTING THE INTERNATIONAL CODE COUNCIL'S 2024 INTERNATIONAL BUILDING CODE; THE INTERNATIONAL CODE COUNCIL'S 2024 INTERNATIONAL RESIDENTIAL CODE; THE INTERNATIONAL CODE COUNCIL'S 2024 MECHANICAL CODE; THE INTERNATIONAL CODE COUNCIL'S 2024 PLUMBING CODE; THE INTERNATIONAL CODE COUNCIL'S 2024 FUEL GAS CODE; THE INTERNATIONAL CODE COUNCIL'S 2024 INTERTNATIONAL PROPERTY MAINTENANCE CODE: THE INTERNATIONAL CODE COUNCIL'S 2024 INTERNATIONAL ENERGY CONSERVATION CODE; THE INTERNATIONAL CODE CONFERENCE'S 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE: AMERICAN NATIONAL STANDARD INSTITUTE / AMERICAN SOCIETY OF MECHANICAL ENGINEERS A.17.1 2019 AMERICAN SOCIETY OF MECHANICAL ENGINEERS A.17.3 2005; AMERICAN SOCIETY OF MECHANICAL ENGINEERS A.18.1 2017 SAFETY CODE FOR ELEVATORS WITH AMENDMENTS AND ALL APPENDICES THERETO; PROVIDING PENALTIES FOR VIOLATIONS THERETO; ADOPTING AMENDMENTS; AND PROVIDING NOTICE THAT COPIES THEREOF ARE AVAILABLE FOR INSPECTION AT THE TOWN'S OFFICE LOCATED AT 2 MIDDLEFIELD.

<u>WHEREAS</u>, the purpose of the International Building Code is to provide minimum standards to safeguard life or limb, health, property, and the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy. Location and maintenance of all buildings and structures within this jurisdiction and certain equipment specifically regulated therein;

<u>WHEREAS</u>, the purpose of the International Residential Code is to provide minimum standards for the construction, alteration, movement, repair, equipment, use and occupancy, location removal and demolition of one- and two-family dwellings.

<u>WHEREAS</u>, the purpose of the International Mechanical code is to provide minimum requirements and standards for the protection of the public welfare by regulating and controlling the design, construction, installation, quality of materials, location operation and maintenance, or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat producing appliances within this jurisdiction.

<u>WHEREAS</u>, the purpose of the International Plumbing Code is to provide minimum standards for the protection of the public health, safety and welfare by providing for the safe installation and maintenance of sewage and water piping systems.

<u>WHEREAS</u>, the purpose of the International Fuel Gas Code is to provide minimum standards for the protection of the public health safety and welfare by providing for safe installation of fuel gas piping systems, fuel gas utilization equipment and related accessories;

<u>WHEREAS</u>, the purpose of the International Property Maintenance Code is to provide standards to safeguard life, health and the public welfare by regulating and controlling the uses and occupancy, location and maintenance of all buildings and structures;

<u>WHEREAS</u>, the purpose of the International Energy Conservation Code is to establish minimum standards and regulations for the design of energy efficient constructions;

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

<u>WHEREAS</u>, the purpose of the International Swimming Pool and Spa Code is to regulate the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas;

<u>WHEREAS</u>, copies of the above-mentioned documents are available for inspection in the office Columbine Valley, Colorado during weekday business hours; and

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

Section 1: Chapter 15.08 of the Town of Columbine Municipal code is hereby amended to read:

15.08.010 Code adoption

15.08.020 Amendments, Modifications and Changes

15.08.010 INTERNATIONAL CODES ADOPTED: The following codes are hereby adopted for use and regulation of buildings and structures within the town; said codes shall be available for public inspection at all reasonable hours in the town offices

- A) International Building Code, 2024 edition of the International Code Council, including Appendix Chapter C and J.
- B) International Residential Code, 2024 edition of the International Code Council.
- C) International Mechanical Code, 2024 edition of the International Code Council, including Appendix Chapter A.
- D) International Plumbing Code, 2024 edition of the International Code Council.
- E) International Property Maintenance Code, 2024 edition of the International Code Council.

- F) International Fuel Gas Code, 2024 edition of the International Code Council.
- G) International Energy Conservation Code, 2024 edition of the International Code Council.
- H) International Fire Code, 2024 edition of the international Code Council. (Reserved)
- I) American National Standard Institute/American Society of Mechanical Engineers (ASME) A17.1 2019 Safety code for Elevators and Escalators; (ASME) A17.3 2017 and (ASME) A18.1 2005 American National Standard Institute/American Society of Mechanical Engineers (ASME) A17.1 2007 Safety code for Elevators and Escalators; (ASME) A17.3 2005 and (ASME) A18.1 2017
- J) International Swimming Pool and Spa Code, 2024 edition of the International Code Council.

Section 2: Chapter 15.08.020 of the Town of Columbine Valley Municipal Code is repealed and reenacted to read.

15.08.020 AMENDMENTS, MODIFICATIONS AND CHANGES

- **A)** Amendments to the International Building code: The following amendments are hereby adopted to the International Building Code.
 - 1) Chapter 1 is hereby deleted, the administrative requirements for the International Building Code are in Section 15.40.20 of the Town Municipal Code.
 - 2) **Section 1011.7.3** Exception is hereby deleted and reenacted to read:

Exception: Spaces under stairways serving and contained with single residential dwelling unit in Group R-2 or R-# shall be permitted to be protected on the enclosed side with 5/8" type x gypsum board.

3) **Section 1601** is hereby amended by the addition of a new paragraph 1601.1 which shall read:

1601.1 Design Criteria: The design criteria for the Town of Columbine Valley shall be as follows:

Roof snow load 30 psf.
Nominal wind speed 110 mph
Frost depth 36 inches

Seismic design category B

Termite slight to moderate Decay none to slight

Weathering severe
Winter design temperature 1 degree

Ice shield underlayment requires yes (see sec. 1507.2.8.2)

Degree heating days 6200

100-year hourly rainfall 2.67" per hour

- 4) **Section 1704.14** is hereby amended by the deletion of the exceptions.
- 5) **Section 2701.1** is hereby repealed and reenacted to read:

2701.1 Scope: This chapter governs the electrical components, equipment and systems used in building and structures covered by this code. The administrative code requirements shall be in accordance with 18.08.020 of the Town of Columbine Valley Municipal Code.

- **B)** Amendments to the International Residential Code: The following amendments are hereby adopted to the International Residential Code.
 - 1) Prior to the issuance of the building permit HOA approval is required.
 - 2) The height of a new single family homes shall have the height certified by a licensed Colorado Surveyor after the roof trusses are set.
 - 3) Section R301.1 is hereby amended by the following paragraph:

Design Criteria: The design criteria for the Town of Columbine Valley shall be as follows:

4) Table 302.6 **Dwelling/Garage Separation**, is hereby amended to read:

| Separation | Materials |
|-------------------------------------|-------------------------------------|
| From the residence and attic | 5/8" X gypsum board applied |
| | To the garage side |
| From habitable rooms above | Not less than 5/8" X gypsum |
| garage | board |
| | |
| Structures supporting floor ceiling | Not less than 5/8" X gypsum |
| assemblies used for separation | board |
| required by the section | |
| Garages located less than 3 feet | Not less than 5/8" X gypsum |
| from a dwelling unit on the same | board |
| lot | applied to the interior side of the |
| | exterior walls that are within this |
| | area |

- **C) Amendments to the International Plumbing Code:** The following amendments are hereby adopted to the International Plumbing Code.
 - 1) Chapter 1 is hereby deleted; the administrative requirements for the International Plumbing Code are in chapter 15.04.20 of the Town of Columbine Valley Municipal Code.

- 2) **Section 305.4** is hereby repealed and reenacted to read:
 - **305.4 Freezing:** Water, soil and waste pipes shall not be installed outside the building, attic or crawl spaces concealed in outside walls, or in any other place subject to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply piping shall be installed not less than 60" below grade.
- 3) **Section 903.1** is hereby repealed and reenacted to read:
 - **903.1 Roof Extensions:** All open vent pipes that extend through a roof shall be terminated at least 12" above the roof.
- 4) **Subsection 918.1** is hereby amended by the addition of a new paragraph 918.1.1 which shall read:
 - **918.1.1 Isometric drawings required:** In other than one- and two-family dwellings, an isometric drawing of the waste and vent system with location of air admittance valves shall be provided. Such drawing shall be prepared and wet stamp and signed by a registered Colorado Professional Engineer.
- 5) **Subsection 1111.1** is hereby repealed and reenacted to read:
 - 111.1 Subsoil Drains: Subsoil drains shall be installed as required by the engineered geo-technical soils report. Subsoil drains shall be open jointed, horizontally split, or perforated pipe conforming to one of the standards listed in table 1102.5. Such drains shall not be less than 4" in diameter. When the building is subjected to backwater, the subsoil drain shall be protected by an accessibly located backwater valve. Subsoil drains shall discharge to a trapped area drain, sump, drywell, or approved location above ground. When the subsoil drains discharge into a pit located within the structure, a sump pump shall be provided and installed. The sump and plumbing system shall comply with subsection 1113.1.
- **D)** Amendments to the International Fuel Gas Code: The following amendments are hereby adopted to the International Fuel Gas Code.
 - 1) Chapter 1 is hereby deleted; the administrative requirements for the International Fuel Gas Code are in chapter 15.04.20 of the Town of Columbine Valley Municipal Code.
 - 2) **Section 303.3** is hereby amended by the deletion of exceptions 3 and 4.
 - 3) **Section 406.4** is hereby repealed and reenacted to read:
 - **406.4.1 Test pressure:** The gas piping shall withstand a pressure of not less than 10 pounds per square inch gauge pressure as measured on a 30-pound gauge. Test pressures shall be held for a length of time satisfactory to the administrative Authority, but in no case less than 15 minutes, with no perceptible drop in pressure. For welded piping, and

for piping carrying gas at pressure more than fourteen inches water column, the test pressure shall not be less than sixty pounds per square inch and shall be continued for a length of time satisfactory to the administrative authority, but in no case less than thirty minutes. These tests shall be conducted using air, C02, or nitrogen pressure only and shall be done in the presence of administrative authority. All necessary apparatus for conducting tests shall be furnished by the permit holder.

- 4) **Section 406.4.2** is hereby deleted in its entirety and without substitution.
- 5) **Section 501.8** is hereby amended by the deletion of items 8 and 10 hereof.
- 6) **Section 621** is hereby deleted in its entirety and without substitution.
- **E) Amendments to the International Mechanical Code:** The following amendments ae hereby adopted to the international Mechanical Code.
 - 1) Chapter 1 is hereby deleted: the administration requirements for the International Mechanical Code are in chapter 15.0.20 of the Town of Columbine Valley Municipal Code.
 - 2) **Section 902** is hereby amended by the addition of a new paragraph 902.1.1 which shall read:
 - **902.1.1 Decorative appliance in solid fuel masonry**: Notwithstanding anything contained in this code to the contrary, any new or remodeled solid fuel fireplace shall be one of the following:
 - 1) A gas appliance
 - 2) An electric device or
 - A fireplace or fireplace insert that meets the most stringent emission standards for wood stoves established by the Air Pollution Control Division Quality Control Commission of the Department of Health of the State of Colorado, or any other clean device that is approved by said commission.

Any person who installs or constructs any fireplace insert or fireplace shall provide evidence of a certificate issued by the Air Pollution Control Division of the Department of Health of the State of Colorado, and in the case of site-built fireplace shall demonstrate compliance with the certificate.

- **F) Amendments to the International Property Maintenance Code:** The following amendments are hereby adopted to the International Property Maintenance Code.
 - 1) **Subsection 107.1** is hereby amended by the following paragraph to be the last paragraph thereof:

Statements advising that if any owner refuses or neglects to comply with an order issued by the building official, and where conditions exist which make a building or premises unsafe, dangerous, or hazardous, that the building official 1. Will order the building

vacated and posted to prevent further occupancy until the work is completed or/and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owners. The giving of the notice provided for hereinabove shall not be a condition precedent to the city's right to prosecute, in its municipal court, any person for any alleged violation of any of the terms of this code.

2) **Section 107** shall be amended by the addition of subsection 107.7 to read:

Section 107.7 Extension of time to perform work: Upon receipt of an application form the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the code official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the code official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The official code's authority to extend time is limited to the physical repair, rehabilitation or demolition to premises and will not in any way affect or extend the time to appeal the notice of an order.

3) Section 202 is hereby amended by the addition of the following definition.

NUISANCE: The Following shall be defined as nuisances as applied to the 2021 International Property Maintenance Code:

- 1) Any public nuisance known at common law or in equity jurisprudence.
- 2) Any attractive nuisance that may prove detrimental to children whether in a building, on the premises of a building or on an unoccupied lot. This includes any abandoned wells, shafts, basements structurally unsound fences or structures; or any lumber, trash, debris, or vegetation that may prove a hazard for inquisitive minors.
- 3) Whatever is dangerous to human life or is detrimental to health, as determined by the Building Official.
- 4) Overcrowding a room with occupants.
- 5) Insufficient ventilation or illumination.
- 6) Inadequate or unsanitary sewage or plumbing facilities.
- 7) Uncleanliness, as determined by the Building Official.
- 8) Whatever renders air, food or drink unwholesome or detrimental to health of human beings as determined by the Building Official.
- 4) **Section 302.4** is hereby repealed and reenacted to read:

302.4 Weeds: it is the duty of every person to own vacant or improved property, including easements and drainage-ways within the Town, to keep all weeds cut within ten inches of the ground and to keep said property free from brush and rubbish of all kinds. However, this section shall not apply to vegetable gardens, flower gardens, and shrubbery plots. Wheat, barley, oats, rye, and similar agricultural commodities also shall be exempted from. Upon failure of the owner or agent having charge of a property to cut destroy weeds after service of a notice of violation, they shall be subject to prosecution in

accordance with Section 106.33 and as prescribed by the Town of Columbine Valley. Upon failure to comply with the notice of violation, any duly authorized employee of the Town or contractor hired by the Town shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal and an administrative fee of forty percent of the cost, shall be paid by the owner of agent responsible for the property.

G) Amendments to the International Energy Conservation Code: The following amendments are hereby adopted to the International Energy Conservation Code.

(Reserved)

H) Amendments to the International Fire Code: The following amendments are hereby adopted to the international Fire Code.

(Reserved)

- I) Amendments to the International Swimming Pool and Spa Code: The following amendments are hereby adopted to the International Swimming Pool and Spa Code.
 - 1) **Section 305.1** is hereby amended to read:
 - **Section 305.1** General. The provisions of this section shall apply to the design of barriers for restricting entry into area's having pools and spas. Spas and hot tubs equipped with a lockable cover complying with ASTM F1346 shall not be required to comply with sections 3.5.2 Through 305.7.
 - 2) **Section 305.1** is hereby amended by a new section 305.1.1.2 which shall read:
 - **Section 305.1.1.2** the maximum size of spas and hot tubs; spas and hot tubs shall not be greater than 150 cubic feet. Maximum length is 10 feet, maximum width is 5 feet, and maximum depth is 3 feet. Spas and hot tubs larger than the given dimensions shall be considered swimming pools.
 - 3) **Section 305.2.1** is hereby amended to read:
 - The top of the barrier shall not be less than 60" above grade were measured on the side of the barrier that face away from the pool or spa. Such height shall exit around the entire perimeter of the barrier and for 3 feet measured horizontally from the outside of the required barrier.
- J) Amendments to the American National Standard Institute / American Society of Mechanical Engineers (ASME) A17.1 2007 Safety code for Elevators and Escalators; (ASME) A17.3 2005 and (ASME) A18.1 2005 shall be as follows: (Reserved)

Section 3: Section 15.08.030 is hereby amended to read:

MISCELLANEOUS PROJECT VALUATION SCHEDULE

| <u>Cat</u> | agory |
|------------|-------|
| | |

Catagory 3

| Patio Cover | \$65 Per Square Foot |
|-----------------------|-----------------------|
| Deck | \$65 Per Square Foot |
| SFR Addition | \$300 Per Square Foot |
| New SFR | \$300 Per Square Foot |
| SFR Remodel | \$200 Per Square Foot |
| Patio Enclosure | \$135 Per Square Foot |
| Garage | \$65 Per Square Foot |
| Unfinished Basement | \$35 Per Square Foot |
| New Basement Finish | \$35 Per Square Foot |
| (Plus cat 1, 2, or 3) | |
| Catagory 1 | \$50 Per Square Foot |
| Catagory 2 | \$80 Per Square Foot |

Section 4: Severability.

If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The city council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or sentences, clauses or phrases may be declared invalid.

\$90 Per Square Foot

Section 5: Repealer.

All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer, shall not repeal the repealer, or clauses of such ordinance nor revive any ordinance thereby.

PUBLIC HEARING on the ordinance to take place on the 17th day of November, 2025 in the offices of the Town of Columbine Valley, 2 Middlefield Road, Columbine Valley, Colorado, at the hour of 6:00 p.m., or as soon thereafter as it may be heard.

| Introduced as Trustee Bill No. 7, series of 2025 at a | regular meeting of the Board of Trustees of |
|---|---|
| the Town of Columbine Valley, Colorado, on the 20th day | of October, 2025, passed by a vote of for |
| and against, on first reading; passed on second reading, | , as Trustee Bill No. 7, 2025, at a regular |
| meeting of the Board of Trustees by a vote of for and_ | against on the 17th day of November, |
| 2025 after a public hearing and ordered published in the Li | ttleton Independent on the day of |
| November, 2025. | |
| | |
| | |
| | Bill Dotson, Mayor |
| TRUSTEE BILL NO. 7 SERIES OF 2025 | |
| ATTEST: | |
| | |
| | |
| J.D. McCrumb, | |
| Clerk of the Town of Columbine Valley | |



Request for Board of Trustee Action

Date: October 21, 2025

Title: Election Services Contract for 2026 Municipal Election

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator; Sue Blair, CRS Services

Background: In April of even numbered years the Town conducts a municipal

election to select its Mayor and three of the six Trustees.

Historically, the Town Clerk has served as the Designated Election Official and oversees all operations and components of running the election, including complying with all applicable local, state, and

federal laws.

The last time Columbine Valley conducted a competitive election was April of 2016; every election since then has been canceled due to

a lack of contested seats.

In recent years, election law has changed and public scrutiny has increased. The Town Clerk has advised the Trustees that it may be in the best interest of the Town to contract with a more seasoned

professional to oversee and conduct the 2026 municipal election.

The Town of Columbine Valley has a long-standing relationship with Community Resource Services of Colorado (CRS) and CRS has significant experience providing election services including to the

Town of Bow Mar, CO.

Attachments: Election Services Agreement from CRS

Staff Recommendations: Approve Election Services agreement as presented.

Recommended Motion: "I move to approve the agreement with CRS to conduct the 2026

Columbine Valley Municipal Election as presented"

INDEPENDENT CONTRACTOR AGREEMENT

Election Services

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the _____ day of ______, 2025 by and between TOWN OF COLUMBINE VALLEY, a municipal corporation and political subdivision of the State of Colorado (the "Town"), and COMMUNITY RESOURCE SERVICES OF COLORADO, LLC, a Colorado limited liability company (the "Contractor"). The Town and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Town desires to engage the Contractor to perform certain services as are needed by the Town to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

- 1. <u>SCOPE OF SERVICES: PERFORMANCE STANDARDS.</u> The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit** A; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the Town through its Board of Trustees.
- 2. <u>TERM/RENEWAL</u>. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2026.
- 3. <u>ADDITIONAL SERVICES</u>. The Town may, in writing, request the Contractor provide additional services not set forth in **Exhibit A.** The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service /work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional

compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. <u>REPAIRS/CLAIMS</u>. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

- a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.
- b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.
- c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.
- d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes,

substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

- e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 13th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. <u>COMPENSATION AND INVOICES.</u>

- Agreement shall be in accordance with the compensation reflected in Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit A-1.
- b. <u>Invoices.</u> Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:
 - 1. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town

within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Town.

- INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town. The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.
- 10. <u>EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.</u> This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this

Agreement.

- b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.
- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
- Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.
- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.
- g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the Town may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

11. <u>CONTRACTOR'S INSURANCE.</u>

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents are required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

- b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
- c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. <u>CONFIDENTIALITY AND CONFLICTS.</u>

- Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.
- b. <u>Personal Identifying Information</u>. During the performance of this Agreement, the Town may disclosure Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.
 - c. <u>Conflicts.</u> Prior to the execution of, and during the performance of this

Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of conflicts known to the Contractor that impact the Contractor's provision of Services to the Town.

- OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.
- 14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. <u>INDEMNIFICATION</u>.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Town Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts,

provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

- b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.
- c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 16. <u>ASSIGNMENT.</u> The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.
- 17. <u>SUB-CONTRACTORS</u>. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the Town harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.
- 18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the Town and by the Town by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In

the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

- 19. <u>DEFAULT.</u> If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (I 0) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (I 0)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.
- 20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Town: Town of Columbine Valley

2 Middlefield Road

Columbine Valley, CO 80123

Attention: JD McCrumb, Town Administrator

Contractor: Community Resource Services of Colorado

7995 E. Prentice Avenue, Suite 100 Greenwood Village, Colorado 80111

Phone: 303.381.4960

21. <u>AUDITS.</u> The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and

payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

- 22. <u>ENTIRE AGREEMENT.</u> This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.
- 23. <u>BINDING AGREEMENT.</u> This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- 24. <u>NO WAIYER.</u> No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

- a. <u>Venue.</u> Venue for all actions arising from this Agreement shall be in the Town Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited *to, forum non-convenient* or otherwise. At th2e Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.
- b. <u>Choice of Law</u>. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- c. <u>Litigation</u>. At the Town's request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.
- 26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.
- 27. <u>SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.</u> The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation

whatsoever. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

- 28. <u>GOVERNMENTAL IMMUNITY.</u> Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.
- 29. <u>NEGOTIATED PROVISIONS.</u> This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.
- SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
- 31. <u>NO THIRD-PARTY BENEFICIARIES</u>. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 32. <u>OPEN RECORDS.</u> The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.
- 33. <u>WARRANTY</u>. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Town, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and

not in lieu of, any other warranties prescribed by Colorado law.

- 34. <u>TAX EXEMPT STATUS.</u> The Town is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- 35. <u>COUNTERPART EXECUTION.</u> This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

EXHIBIT A

PROPOSAL/SCOPE OF SERVICE AND COMPENSATION

If engaged, Sue Blair would serve as the Town's designated election official and CRS staff, under Sue's supervision, would manage all aspects of the election, including, but not limited to the following:

- 1. Inform the Clerk and Recorder of the election and participation
- 2. Prepare a mail ballot plan
- 3. Identify UOCAVA voters
- 4. Prepare and send ballots to UOCAVA voters
- 5. Provide election judges and training
- 6. Obtain and maintain absentee voter list
- 7. Order registration records/prepare list of eligible voters for mail ballots
- 8. Prepare notice of election; publish prior to deadline
- 9. Prepare ballots in accordance with statute
- 10. Mail ballots available for "inactive" persons
- 11. Mail ballots to each active registered elector
- 12. Maintain pollbook/mail ballot drop off location/walk in voting location
- 13. Appoint canvass board
- 14. Provide ballots for absentee voters and in-person voters
- 15. Count ballots/provide Election Day services including posting of election abstract
- 16. Conduct canvass board meeting
- 17. Work with staff to complete "post-election" filings
- 18. Prepare Certificate of Election Results
- 19. If requested prepare oaths for newly elected council members
- 20. Additional election services as requested

Based upon the scope of services identified above, CRS estimates costs between \$10,000-\$13,000 which includes hard costs such as printing of ballot packets and postage. An election calendar will be provided to the Town.

The hours spent to conduct an election can vary depending on community involvement and interest and the need for community/coordination meetings. CRS bills on a time and materials basis. The Town will only be billed for actual time spent. We anticipate that a majority of the time spent on this election will be billed at \$165.00 per hour. Ms. Blair's hourly rate is \$235.00.



Request for Board of Trustee Action

Date: October 21, 2025

Title: 2026 Town Budget Public Hearing

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator

Background: In Columbine Valley, the process of adopting an annual municipal

budget is not simply an internal administrative decision: it must include a public hearing at which interested electors may comment or object. The public hearing ensures transparency, accountability, and provides a formal mechanism for citizen input before adoption.

Per C.R.S. § 29-1-103, every local government must adopt an annual budget. The budget must present a complete financial plan by fund and include proposed expenditures, anticipated revenues, beginning and ending fund balances, and comparative figures from prior years.

The statute also prohibits adopting a budget that provides for expenditures in excess of available revenues plus beginning fund balance. The budget must include a "budget message" describing the major features and the basis of accounting.

After the proposed budget is prepared, the governing body must publish notice informing the public of a hearing at which adoption will be considered per C.R.S. § 29-1-108. The governing body must hold a hearing to consider adoption of the proposed budget and must consider objections of electors.

Recommended Motion: "I move to set a public hearing on the 2026 Annual Town Budget for

Tuesday, November 18, 2025."