

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

July 21, 2026

6:30 PM

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 June 16, 2026 Minutes
- b. Resolution #11 – 2026 Approving construction contract for Hunter Run Lane

5. REPORTS

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

6. PRESENTATIONS

- a. Department Overview – Building Department

7. OLD BUSINESS

There is no old business

8. NEW BUSINESS

- a. Trustee Bill # 8 – 2026 Concerning Jake Brakes (1st Reading)
- b. Resolution #12 – 2026 Agreement with Forge Fiber

9. ADJOURNMENT

TOWN OF COLUMBINE VALLEY

BOARD OF TRUSTEES

Minutes

June 16, 2026

Mayor Huelskamp 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: Mayor Dave Huelskamp, Betsy McCain, Mike Giesen, Ed Icenogle, Jeff Sahr, Willi Taylor, and Cinamon Watson

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

** participated virtually*

PUBLIC COMMENT: Marti Cardi, 12 Fairway Lane: In support of the E-bike ordinance.

CONSENT AGENDA

ACTION: upon a motion by Trustee Watson and a second by Trustee Taylor, the Board of Trustees unanimously approved the consent agenda which consisted of the May 19, 2026 minutes.

REPORTS

- A. Mayor Huelskamp updated the Trustees on his Mayoral transition with Bill Dotson; he attended a CVPD staff meeting and participated on a ride-along. Mayor Huelskamp also shared that he represented the town at the SSPRD grand re-opening of Manor Park.
- B. There were no reports.
- C. Mrs. Rodriguez presented the financials as presented in the Trustees Packet.
- D. Mr. McCrumb reviewed his report as presented in the Trustees Packet.
- E. Chief Cottrell reviewed his report as presented in the Trustee Packet.

PRESENTATIONS: Mr. Kevin Bommer presented on the benefits and functions of the Colorado Municipal League.

Mr. Hayden presented a departmental overview of the Public Works functions of the Town.

OLD BUSINESS:

- A. **PUBLIC HEARING – Trustee Bill #6:** Mayor Huelskamp opened the public hearing at 7:48 p.m. Mr. McCrumb and Fire Marshall Everitt presented the ordinance on second reading.

There was no public comment. Mayor Dotson closed the Public Hearing at 7:58 p.m.

ACTION: upon a motion by Trustee Sahr and a second by Trustee Watson, the Board of Trustees unanimously approved Trustee Bill #6 on second reading.

- B. **Trustee Bill #7:** Mr. Schiller presented the ordinance on second reading. The Trustees asked questions and discussed the ordinance.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Taylor, the Board of Trustees unanimously approved Trustee Bill #6 on second reading as amended regarding motorcycles in the driving lane.

NEW BUSINESS:

- A. **Audit Presentation:** Mrs. Rodriguez introduced Mr. Logan who presented the 2025 Town Audit to the Trustees. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Giesen, the Board of Trustees unanimously accepted the 2025 Audit.

- B. **Resolution #10 -2026 ACH Payment Permissions:** Mrs. Rodriguez presented the request to make ACH Payments. The Trustees asked clarifying questions and discussed the request.

ACTION: upon a motion by Trustee Giesen and a second by Trustee McCain, the Board of Trustees unanimously approved Resolution #10 – 2026.

- C. **Spending Permissions re Platte Canyon Road Sidewalk:** Mr. McCrumb presented the request to spend additional funds on the sidewalk project. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Sahr and a second by Trustee McCain, the Board of Trustees unanimously approved the request.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 9:04 p.m.

Submitted by,
J.D. McCrumb, Town Administrator



Request for Board of Trustee Action

Date: July 21, 2026

Title: Resolution #11 – 2026, Concerning Hunter Run Lane Construction

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Jeremy Hayden, Public Works Manager

Background: The Hunter Run Lane Full Depth Replacement Project is included in the Town's adopted 2026 Capital Budget. The project will replace deteriorated pavement on portions of Hunter Run Lane through full-depth pavement reconstruction, including milling, subgrade preparation, asphalt paving, striping, and traffic control.

As part of the Town's procurement process, staff requested proposals from qualified contractors. A proposal was received from Front Range Asphalt Maintenance, LLC in the amount of \$192,455.00. Staff also requested a proposal from Martin Marietta, but no proposal was received.

Because this is a routine capital improvement project that was anticipated in the adopted 2026 Capital Budget and sufficient funding has been appropriated, staff has placed this item on the Consent Agenda for Board approval.

Attachments: Resolution #11 – 2026
Bid from Front Range Asphalt Maintenance, LLC

Staff Recommendations: Approve as presented.

Recommended Motion: “I move to approve Resolution #11 – 2026 as presented with the consent agenda.”

TOWN OF COLUMBINE VALLEY, COLORADO
RESOLUTION NO. 2026-11

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY
AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A CONTRACT WITH FRONT
RANGE ASPHALT MAINTENANCE, LLC FOR THE HUNTER RUN LANE FULL DEPTH
REPLACEMENT PROJECT

WHEREAS, the Town of Columbine Valley has identified the need to replace deteriorated
pavement on portions of Hunter Run Lane in order to preserve the Town's street
infrastructure and maintain safe public roadways; and

WHEREAS, funding for the Hunter Run Lane Full Depth Replacement Project was
appropriated by the Board of Trustees as part of the Town's adopted 2026 Capital Budget;
and

WHEREAS, staff solicited proposals from qualified contractors to perform the work;

WHEREAS, Front Range Asphalt Maintenance, LLC submitted a proposal in the amount of
One Hundred Ninety-Two Thousand Four Hundred Fifty-Five Dollars (\$192,455.00); and

WHEREAS, staff also solicited a proposal from Martin Marietta; however, no proposal was
received; and

WHEREAS, Town staff has reviewed the proposal submitted by Front Range Asphalt
Maintenance, LLC and determined that it is fair, reasonable, and in the best interests of the
Town.

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

Section 1.

The Board of Trustees hereby approves the award of the Hunter Run Lane Full Depth
Replacement Project to Front Range Asphalt Maintenance, LLC in the amount of
\$192,455.00.

Section 2.

The Town Administrator is authorized to execute the contract substantially in the form
presented to the Board, together with such non-material revisions as may be approved by
the Town Attorney.

Section 3.

The Town Administrator and Town staff are authorized to take all actions necessary to administer and complete the project in accordance with the approved contract.

Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2026.

TOWN OF COLUMBINE VALLEY, COLORADO

Mayor

ATTEST:

Town Clerk



CONTRACT

Date: 7/16/2026
Estimate #: 26-687
Sales Rep: DH

Proposal submitted to: Phone: (303) 880- 3054 Fax: (303) 962-1784

Customer: Town of Columbine Valley Address: 2 Middlefield Rd Columbine Valley, CO 80123	Project Name: Full Depth Replacement Project Location: Hunter Run Ln 1 Arabian Pl Columbine Valley, CO 80134
Customer Contact: Hobbes Hayden Customer E-mail: jhayden@columbinevalley.org	Customer Phone: 303-795-1434 Customer Fax:

We submit specifications and estimates for:

Description	Bid Price
ASPHALT MILLING: (6" inch Depth - 1 Area - Full Depth) -Mill approx 4,016 sqyds @ an 6" depth -Includes 6" inch asphalt removal, hauling of material off site, and broom clean up *Includes up to (4) Mobilization(s) / Phase(s) - additional phasing will be charged at Owners expense	38,285.00
SUBGRADE PREP: -Compact existing soils using a vibratory roller prior to paving *Excludes any import / export of existing subgrade materials Subgrade Prep Misc Pricing Items if Required: -Spot Removal of Soft Subgrade @ a 12" Depth: \$75 per cubic yard -Spot Replacement of Soft Subgrade with Class 6 Road Base: \$65 per ton	5,450.00
ASPHALT PAVING: (6" inch Depth - 1 Area - Full Depth - Up to 1,380 Tons) -Place & Compact approx: 36,146 sqft of 6" inch asphalt using Grade S & SX (64-22) 20% RAP. *Excludes any import / export of existing subgrade materials *Includes up to (4) Mobilization(s) / Phase(s) - additional phasing will be charged at Owners expense	143,520.00
STRIPING: -Layout & Stripe proposed lot / area with traffic paint per existing layout and color unless otherwise specified *Includes (2) Mobilization(s) / Phase(s) to coincide with Paving - additional phasing will be charged at Owners expense.	1,200.00
TRAFFIC CONTROL: -Includes Type II or Type III barricades and road closed signage as needed for (1) week duration -Final Cost TBD once final plan is in place	4,000.00
General Provisions: 1.All work shall be completed in a professional manner. FRAM, LLC is a fully insured company. 2.To the extent required by law, all work shall be performed by individuals licensed and authorized to perform such work. 3.FRAM, LLC may at its discretion engage subcontractors to perform work under this Contract. 4.FRAM, LLC shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time payment is due, if requested by Owner. 5.FRAM, LLC agrees to remove all debris and leave the premises in broom-clean condition. 6.In the event that Owner fails or refuses to pay any payment in full or in good and sufficient funds when due, FRAM, LLC may cease work without breach of this Contract pending full payment or resolution of such dispute. Further, failure to make any payment within 10 days of the date such payment is due shall be deemed a material breach of this Contract. 7.Any disputes should be governed by Colorado law with venue as otherwise provided by law..	

F.R.A.M. REP: Dusty Heuchert 720-616-9154

Total Bid Price:

The above prices, terms and conditions are satisfactory and are hereby accepted. Pricing above is only valid for 30 days. Contractor shall not be responsible for conditions and materials in, under or adjacent to the pavement such as but not limited to, loop sensor detections, post tension cables, sprinkler lines, cable lines, telephone line, etc. Price is contingent upon all work being completed at one time.

Payment Terms: Net 30

framllc.com



CONTRACT

Date: 7/16/2026
Estimate #: 26-687
Sales Rep: DH

Proposal submitted to: Phone: (303) 880- 3054 Fax: (303) 962-1784

Customer: Town of Columbine Valley Address: 2 Middlefield Rd Columbine Valley, CO 80123	Project Name: Full Depth Replacement Project Location: Hunter Run Ln 1 Arabian Pl Columbine Valley, CO 80134
Customer Contact: Hobbes Hayden Customer E-mail: jhayden@columbinevalley.org	Customer Phone: 303-795-1434 Customer Fax:

We submit specifications and estimates for:

Description	Bid Price
8.FRAM, LLC shall not be liable for any delay due to force majeure, Acts of God, or circumstances beyond its control including, but not limited to strikes, casualty or general unavailability of materials. 9.FRAM, LLC provides a limited warranty on all workmanship and materials for a period of 365 days after completion. 10.Rights and Remedies lines removed due to the Town of Columbine Valley being a Colorado municipality unable to agree to the provisions - Per Town of Columbine Valley 11.All change orders or additional work authorizations shall be in writing and signed by both Owner and FRAM, LLC's authorized representative. Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative or by others, and only upon written change order. FRAM, LLC shall not be responsible for pavement failures due to frost under or adjacent to its work. FRAM, L cannot guarantee reflective cracking on overlay surfaces within the first year. 12.FRAM, LLC does not guarantee positive drainage on existing or proposed areas that have less than two percent (2%) slope. 13.We cannot guarantee traffic paint adherence between October 1st and April 1st. 14.Pricing in estimate is only valid for 30 days. 15.Front Range Asphalt Maintenance L.L.C., must truck over existing asphalt & concrete pavement to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking. 16. Further exclusions: Government licenses and permits, Engineering and inspection fees, testing, surveying, staking, adjustments of water valves and manhole covers, pavement markings, landscape repair, traffic control, winter protection, and sub-grade preparation unless otherwise specified in this Contract. Acceptance of Proposal Date: <u>7/16/2026</u> Signed: <u>Dusty Heuchert</u> Front Range Asphalt Maintenance, LLC Date: _____ Signed: _____	

F.R.A.M. REP: Dusty Heuchert 720-616-9154

Total Bid Price: \$192,455.00

The above prices, terms and conditions are satisfactory and are hereby accepted. Pricing above is only valid for 30 days. Contractor shall not be responsible for conditions and materials in, under or adjacent to the pavement such as but not limited to, loop sensor detections, post tension cables, sprinkler lines, cable lines, telephone line, etc. Price is contingent upon all work being completed at one time.

Payment Terms: Net 30

framllc.com

TOWN OF COLUMBINE VALLEY
Financial Statements as of YTD June 30, 2026
Variance Summary

Total Cash \$9,986,725 Unrestricted Cash \$643,211

General Fund

Revenues

- General Fund Revenues are at 62% of budget (PY 61%)
 - o Property taxes rec'd of \$573,331, 93% of budget (PY 95%)
 - o Interest \$127,374 in general fund and \$169,517 in total, interest rate is 3.75%

Administration – 42% of budget (PY 44%)

- Advertising/notices at 231% due to consultants for media statements & community questions
- Human Resources at 67% of budget, due to recruiting for admin assistant and police
- Mayor expenses & meals at 94% due to head shots & business cards
- Supplies, printing & postage at 84% due to newsletters & directories

Planning and engineering – 44% of budget (PY 32%)

Public Safety – 45% of budget (PY 44%)

- Equipment – camera body and dash purchased at 106%
- Scheduled computer replacement at 84% for laptops purchased

Public Works – 28% of budget (PY 26%)

General Fund Expenditures, Transfers and Fund Balance

- Total General Fund Expenditures of 41% of budget (PY 40%)
- Transfer to Capital Fund of \$600,000
- The ending fund balance is \$893,881

Capital Fund

- Police vehicle \$75,879 includes detailing
- Platt Canyon Sidewalk \$22,898
- Trails \$41,104
- Ending fund balance \$6,387,546

Conservation Trust Fund

- Q1 & Q2 distributions received \$4,686
- Ending fund balance \$43,650

Arapahoe County Open Space Fund

- 2026 funding received \$59,985
- Ending fund balance \$879,352

Wild Plum Impact Fees Fund

- Ending fund balance \$1,416,629

Transportation Fees Fund

- Fees received of \$106,257, 97% of budget (PY 100%)
- Ending fund balance \$616,337

**TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF JUNE 30, 2026**

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
BMO checking	\$ 88,235	-	\$ 88,235
InBank checking	127,778	-	127,778
C-Safe Primary	-	7,428,851	7,428,851
C-Safe Wild Plum Impact fee	-	1,416,629	1,416,629
C-Safe CTF	-	45,879	45,879
Arapahoe County shareback	-	879,353	879,353
YTD Cash Balances	216,013	9,770,712	9,986,725
Less amount allocated for capital	-	(6,387,546)	(6,387,546)
Less amount restricted for CTF	-	(43,650)	(43,650)
Less amount restricted for ACOS	-	(879,352)	(879,352)
Less amount restricted for impact fees	-	(1,416,629)	(1,416,629)
Less amount restricted for transportation fees	-	(616,337)	(616,337)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 216,013	\$ 427,198	\$ 643,211

TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE FUND BALANCES
YEAR TO DATE (YTD) AS OF JUNE 30, 2026

Account Activity Item Description	General	Capital	Conservation Trust	Arapahoe Cty Open Space	Wild Plum Impact Fees	Transportation Fees	TOTALS
BEGINNING FUND BALANCES	\$ 779,817	\$ 5,934,427	\$ 42,140	\$ 804,167	\$ 1,390,546	\$ 510,080	\$ 9,461,177
YTD REVENUES PER FINANCIAL STATEMENTS							
Taxes	1,276,473	-	-	-	-	-	1,276,473
Permits and fines	197,346	-	-	-	-	-	197,346
Intergovernmental	239,864	-	-	-	-	-	239,864
Interest	127,374	-	860	15,200	26,083	-	169,517
Other	2,233	-	-	-	-	-	2,233
Conservation Trust Fund entitlement	-	-	4,686	-	-	-	4,686
Arapahoe County open space	-	-	-	59,985	-	-	59,985
Transportation fees	-	-	-	-	-	106,257	106,257
Total YTD revenues	1,843,290	-	5,546	75,185	26,083	106,257	2,056,361
Total YTD expenditures	(1,129,226)	(146,881)	(4,036)	-	-	-	(1,280,143)
Excess of revenues over (under) expenditures	714,064	(146,881)	1,510	75,185	26,083	106,257	776,218
Transfers	(600,000)	600,000	-	-	-	-	-
Net change in fund balance	114,064	453,119	1,510	75,185	26,083	106,257	776,218
YTD ENDING FUND BALANCES	\$ 893,881	\$ 6,387,546	\$ 43,650	\$ 879,352	\$ 1,416,629	\$ 616,337	\$ 10,237,395

Budget vs actual reference

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**TOWN OF COLUMBINE VALLEY
BALANCE SHEET - ALL FUNDS
GOVERNMENTAL FUNDS
June 30, 2026
Unaudited**

ASSETS

Cash and investments	\$ 9,986,725
Accrued revenue	310,401
Prepaid expenses	30,468
Other receivables	8,784
TOTAL ASSETS	<u>\$ 10,336,378</u>

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts payable	\$ 96,294
Accrued liabilities	2,689
Total liabilities	<u>98,983</u>

FUND BALANCES

General	893,881
Capital	6,387,546
Conservation trust fund	43,650
Arapahoe county open space	879,352
Wild Plum Impact fees	1,416,629
Transportation fees	616,337
Total fund balances	<u>10,237,395</u>

TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 10,336,378</u>
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TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	YTD	Adopted	YTD Variance	Percent of
	Actual	Annual	from Annual	Annual
		Budget	Budget	Budget
				(50% YTD)
REVENUES				
Taxes	\$ 1,276,473	\$ 1,926,296	\$ (649,823)	66%
Permits and fines	197,346	330,400	(133,054)	60%
Intergovernmental	239,864	482,176	(242,312)	50%
Interest	127,374	175,000	(47,626)	73%
Other	2,233	4,000	(1,767)	56%
Grants and contributions	-	32,000	(32,000)	0%
Total revenues	<u>1,843,290</u>	<u>2,949,872</u>	<u>(1,106,582)</u>	<u>62%</u>
EXPENDITURES				
Administration	387,384	932,001	(544,617)	42%
Planning and engineering	16,930	38,400	(21,470)	44%
Public safety	584,630	1,291,303	(706,673)	45%
Public works	140,282	494,524	(354,242)	28%
Total expenditures	<u>1,129,226</u>	<u>2,756,228</u>	<u>(1,627,002)</u>	<u>41%</u>
EXCESS OF REVENUES OVER				
EXPENDITURES	<u>714,064</u>	<u>193,644</u>	<u>520,420</u>	<u>369%</u>
OTHER FINANCING USES				
Transfer to capital	(600,000)	(270,000)	(330,000)	222%
Total other financing uses	<u>(600,000)</u>	<u>(270,000)</u>	<u>(330,000)</u>	<u>222%</u>
NET CHANGE IN FUND BALANCE	114,064	<u>\$ (76,356)</u>	<u>\$ 190,420</u>	
BEGINNING FUND BALANCE	<u>779,817</u>			
ENDING FUND BALANCE	<u><u>\$ 893,881</u></u>			

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE ONE MONTH AND SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (50% YTD)
REVENUES					
Taxes					
Cable television	\$ 3,533	\$ 20,390	\$ 42,400	\$ (22,010)	48%
Property	148,678	573,331	613,496	(40,165)	93%
Sales and use	118,574	627,004	1,149,600	(522,596)	55%
Specific ownership	2,153	14,580	36,800	(22,220)	40%
Utility franchise	5,276	41,168	84,000	(42,832)	49%
Total taxes	278,214	1,276,473	1,926,296	(649,823)	66%
Permits and fines					
Court fines	7,285	39,338	80,000	(40,662)	49%
Permits, fees and services	22,809	158,008	250,400	(92,392)	63%
Total permits and fines	30,094	197,346	330,400	(133,054)	60%
Intergovernmental					
Bow Mar IGA	-	191,059	382,676	(191,617)	50%
Bow Mar IGA admin	-	10,000	20,000	(10,000)	50%
County highway tax revenue	1,575	9,450	18,900	(9,450)	50%
Motor vehicle registration fees	609	3,048	5,800	(2,752)	53%
State cigarette tax apportionment	103	557	1,400	(843)	40%
State highway user's tax	4,603	25,750	53,400	(27,650)	48%
Total intergovernmental	6,890	239,864	482,176	(242,312)	50%
Interest	23,021	127,374	175,000	(47,626)	73%
Other	407	2,233	4,000	(1,767)	56%
Grants	-	-	32,000	(32,000)	0%
TOTAL REVENUES	338,626	1,843,290	2,949,872	(1,106,582)	62%
EXPENDITURES					
Administration					
Accounting and audit	11,376	74,672	136,500	(61,828)	55%
Advertising/notices	500	1,156	500	656	231%
Bank/credit card fees	757	3,436	6,500	(3,064)	53%
Building inspection and planning review	11,297	49,438	80,000	(30,562)	62%
Building maintenance and utilities	2,236	11,989	32,000	(20,011)	37%
Community functions	16,988	19,816	60,000	(40,184)	33%
Computer expense	604	2,934	10,000	(7,066)	29%
County treasurer's collection fees	1,488	5,735	6,135	(400)	93%
Dues and publications	8	11,849	21,647	(9,798)	55%
Education and training	1,273	4,138	19,000	(14,862)	22%
Election	-	1,414	12,000	(10,586)	12%
Health insurance	2,668	16,858	33,287	(16,429)	51%
Human resources	3,095	12,019	18,000	(5,981)	67%
Insurance workers comp and liability	1,639	8,512	20,097	(11,585)	42%
Legal	1	19,675	52,900	(33,225)	37%
Mayor expenses & meals	65	939	1,000	(61)	94%
Miscellaneous	154	1,174	1,500	(326)	78%
Payroll taxes	1,045	6,093	13,500	(7,407)	45%
Pension	836	5,061	13,500	(8,439)	37%
Salaries	20,222	113,159	269,016	(155,857)	42%
Special projects	-	-	10,000	(10,000)	0%
Supplies, printing, postage	2,523	10,924	13,000	(2,076)	84%
Telephone/communications	1,008	6,393	13,419	(7,026)	48%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE ONE MONTH AND SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (50% YTD)
Emergency reserve	-	-	88,500	(88,500)	0%
Total administration	79,783	387,384	932,001	(544,617)	42%
Planning and engineering					
Town planning	127	7,120	20,000	(12,880)	36%
Town engineer	-	9,810	18,400	(8,590)	53%
Total planning and engineering	127	16,930	38,400	(21,470)	44%
Public safety					
Operations					
Cruiser gas	1,675	8,460	20,992	(12,532)	40%
Cruiser oil/maintenance	2,555	6,817	13,645	(6,828)	50%
Cruiser insurance	478	2,863	5,725	(2,862)	50%
Education/training	1,400	1,410	12,620	(11,210)	11%
Equipment - camera body and dash	12,635	14,662	13,800	862	106%
Equipment/repair	-	1,759	4,198	(2,439)	42%
Health insurance	5,443	35,871	89,300	(53,429)	40%
Insurance workers comp and liability	3,598	22,154	44,428	(22,274)	50%
Payroll taxes	2,230	11,793	34,200	(22,407)	34%
Pension	6,040	35,481	68,300	(32,819)	52%
Salaries	56,105	324,804	682,071	(357,267)	48%
Supplies/miscellaneous	-	3,138	15,000	(11,862)	21%
Telephones	723	2,242	4,449	(2,207)	50%
Uniforms	-	1,162	10,000	(8,838)	12%
Total operations	92,882	472,616	1,018,728	(546,112)	46%
Municipal court					
Judge	1,050	6,300	12,600	(6,300)	50%
Interpreter	200	1,200	3,000	(1,800)	40%
Legal	-	11,339	30,000	(18,661)	38%
Health insurance	1,043	6,330	10,105	(3,775)	63%
Payroll taxes	357	2,164	4,368	(2,204)	50%
Pension	343	2,014	4,368	(2,354)	46%
Salaries	6,720	40,777	87,360	(46,583)	47%
Administration	-	-	1,000	(1,000)	0%
Supplies	-	-	2,500	(2,500)	0%
Total municipal court	9,713	70,124	155,301	(85,177)	45%
Contracts					
Arapahoe county dispatch fee	-	12,484	44,417	(31,933)	28%
Tri-tech software	-	-	1,380	(1,380)	0%
Humane society	-	-	500	(500)	0%
Juvenile assessment	-	695	650	45	107%
Netmotion	-	-	500	(500)	0%
CACP	-	975	1,000	(25)	98%
CISC	-	-	1,000	(1,000)	0%
WhenIWork	-	930	800	130	116%
Total contracts	-	15,084	50,247	(35,163)	30%
Computer/IT					
Flock safety	-	-	20,500	(20,500)	0%
Offsite server backup and protection	1,526	5,476	12,000	(6,524)	46%
Office 365 accounts	527	2,519	6,527	(4,008)	39%
Scheduled computer replacement	11,811	11,811	14,000	(2,189)	84%
Govpilot	1,167	7,000	14,000	(7,000)	50%
Total computer/IT	15,031	26,806	67,027	(40,221)	40%

TOWN OF COLUMBINE VALLEY
GENERAL - DETAILS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE ONE MONTH AND SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (50% YTD)
Total public safety	<u>117,626</u>	<u>584,630</u>	<u>1,291,303</u>	<u>(706,673)</u>	<u>45%</u>
Public works					
Ground maintenance	2,044	5,192	6,000	(808)	87%
Health insurance	681	4,857	9,742	(4,885)	50%
Insurance vehicle	239	1,432	2,863	(1,431)	50%
Insurance workers comp and liability	595	3,567	7,335	(3,768)	49%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	485	2,829	6,221	(3,392)	45%
Pension	367	2,229	6,221	(3,992)	36%
Professional fees-mosquito control	1,433	4,298	8,679	(4,381)	50%
Salaries	9,074	51,085	124,425	(73,340)	41%
Sanitation/trash/recycle service	8,943	53,656	110,838	(57,182)	48%
Signs maintenance	21	67	5,000	(4,933)	1%
Snow removal	200	1,804	5,000	(3,196)	36%
Storm water permit process/NPDES	-	907	1,200	(293)	76%
Street lighting	922	6,524	15,000	(8,476)	43%
Street and gutter maintenance	601	645	125,000	(124,355)	1%
Streets and gutters contingency	-	-	50,000	(50,000)	0%
Striping	-	-	1,000	(1,000)	0%
Tools	461	657	2,000	(1,343)	33%
Uniforms	-	-	1,000	(1,000)	0%
Vehicle maintenance	284	533	2,000	(1,467)	27%
Total public works	<u>26,350</u>	<u>140,282</u>	<u>494,524</u>	<u>(354,242)</u>	<u>28%</u>
TOTAL EXPENDITURES	<u>223,886</u>	<u>1,129,226</u>	<u>2,756,228</u>	<u>(1,627,002)</u>	<u>41%</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>114,740</u>	<u>714,064</u>	<u>193,644</u>	<u>520,420</u>	<u>369%</u>
OTHER FINANCING USES					
Transfer to capital	-	(600,000)	(270,000)	(330,000)	222%
Total other financing uses	<u>-</u>	<u>(600,000)</u>	<u>(270,000)</u>	<u>(330,000)</u>	<u>222%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 114,740</u>	<u>\$ 114,064</u>	<u>\$ (76,356)</u>	<u>\$ 190,420</u>	
BEGINNING FUND BALANCE		<u>779,817</u>			
ENDING FUND BALANCE		<u><u>\$ 893,881</u></u>			

TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (50% YTD)
REVENUES				
CDOT grant	\$ -	\$ 600,000	\$ (600,000)	0%
Total revenues	<u>-</u>	<u>600,000</u>	<u>(600,000)</u>	<u>0%</u>
EXPENDITURES				
Public safety				
Vehicle	75,879	75,000	879	101%
Public works				
Platte Canyon Sidewalk - Village to Fairway	22,898	500,000	(477,102)	5%
Platte Canyon/Coal Mine right turn lane	-	280,000	(280,000)	0%
Town wall	-	100,000	(100,000)	0%
Trails	48,104	-	48,104	0%
Total expenditures	<u>146,881</u>	<u>955,000</u>	<u>(808,119)</u>	<u>15%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(146,881)</u>	<u>(355,000)</u>	<u>208,119</u>	<u>41%</u>
OTHER FINANCING SOURCES				
Gain on sale of asset	-	9,000	(9,000)	0%
Transfer from general	600,000	270,000	330,000	222%
Total other financing sources	<u>600,000</u>	<u>279,000</u>	<u>321,000</u>	<u>215%</u>
NET CHANGE IN FUND BALANCE	453,119	<u>\$ (76,000)</u>	<u>\$ 529,119</u>	
BEGINNING FUND BALANCE	<u>5,934,427</u>			
ENDING FUND BALANCE	<u><u>\$ 6,387,546</u></u>			

**TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE SIX MONTHS ENDED JUNE 30, 2026
Unaudited**

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (50% YTD)
REVENUES				
Conservation Trust Fund entitlement	\$ 4,686	\$ 8,700	\$ (4,014)	54%
CTF interest	860	1,300	(440)	66%
Total revenues	<u>5,546</u>	<u>10,000</u>	<u>(4,454)</u>	<u>55%</u>
EXPENDITURES				
Conservation trust fund expenditures	4,036	6,000	(1,964)	67%
Total expenditures	<u>4,036</u>	<u>6,000</u>	<u>(1,964)</u>	<u>67%</u>
NET CHANGE IN FUND BALANCE	1,510	<u>\$ 4,000</u>	<u>\$ (2,490)</u>	
BEGINNING FUND BALANCE	<u>42,140</u>			
ENDING FUND BALANCE	<u><u>\$ 43,650</u></u>			

**TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE SIX MONTHS ENDED JUNE 30, 2026
Unaudited**

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (50% YTD)
REVENUES				
Arapahoe County open space	\$ 59,985	\$ 64,400	\$ (4,415)	93%
ACOP interest	15,200	27,000	(11,800)	56%
Total revenues	<u>75,185</u>	<u>91,400</u>	<u>(16,215)</u>	<u>82%</u>
EXPENDITURES				
Benches	-	-	-	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	75,185	<u>\$ 91,400</u>	<u>\$ (16,215)</u>	
BEGINNING FUND BALANCE	<u>804,167</u>			
ENDING FUND BALANCE	<u><u>\$ 879,352</u></u>			

TOWN OF COLUMBINE VALLEY
WILD PLUM IMPACT FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	YTD	Adopted	YTD Variance	Percent of
	Actual	Annual	from Annual	Annual
		Budget	Budget	Budget
				(50% YTD)
REVENUES				
Interest	\$ 26,083	\$ 70,000	\$ (43,917)	37%
Total revenues	<u>26,083</u>	<u>70,000</u>	<u>(43,917)</u>	<u>37%</u>
EXPENDITURES				
Hunter run	-	250,000	(250,000)	-
Total expenditures	<u>-</u>	<u>250,000</u>	<u>(250,000)</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	26,083	<u>\$ (180,000)</u>	<u>\$ 206,083</u>	
BEGINNING FUND BALANCE	<u>1,390,546</u>			
ENDING FUND BALANCE	<u><u>\$ 1,416,629</u></u>			

TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE SIX MONTHS ENDED JUNE 30, 2026
Unaudited

	<u>YTD Actual</u>	<u>Adopted Annual Budget</u>	<u>YTD Variance from Annual Budget</u>	<u>Percent of Annual Budget (50% YTD)</u>
REVENUES				
Transportation fees	\$ 106,257	\$ 110,000	\$ (3,743)	97%
Total revenues	<u>106,257</u>	<u>110,000</u>	<u>(3,743)</u>	<u>97%</u>
EXPENDITURES				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	106,257	<u><u>\$ 110,000</u></u>	<u><u>\$ (3,743)</u></u>	
BEGINNING FUND BALANCE	<u>510,080</u>			
ENDING FUND BALANCE	<u><u>\$ 616,337</u></u>			



Colorado Becomes the 38th State: August 1, 1876!

Town Administrator's Report

July 2026



Town Administration

Colorado Municipal League Conference in Westminster

Staff attended the CML Conference in June and had the opportunity to network with other municipal staff and leaders, hear from Gov. Polis, explore products and services, and attend valuable sessions, including budgeting for small towns and the state legislative update.

4th of July Parade & Festival

To celebrate the U.S. 250th and Colorado 150th anniversaries, Staff added special features to the festivities, including a Dixieland band, Voices West Choir, a magician, and the return of the flyover. Attendance was high and resident feedback has been positive. "That was awesome. Gave me shivers," said Former Mayor Bill Dotson about the flyover.

Concerts Going Strong

The Coast to Coast theme for the Thursday Summer Concert Series has been suc-



cessful, with hundreds of attendees enjoying the food trucks and dancing. The series started with The Jerseys (Frankie Valli style) and moved on to Montage (Motown) with the Margarita Brothers (Beach Hits) to come on Aug. 6.

Part-Time Public Works Technician Position Posted

The Town is seeking a new part-time Public Works associate to fill the shoes of Dinae Dreessen, who has moved on.

Communications & Events

June 2026

Website Visitors:
2,300

Events:
June 18 Concert
July 4 Celebration

Communications:
Concert Promotions
July 4 Countdown
Utility Markings

Print Directories Distributed (Total):
156

Building Department

Monthly Stats

5 Permits Issued

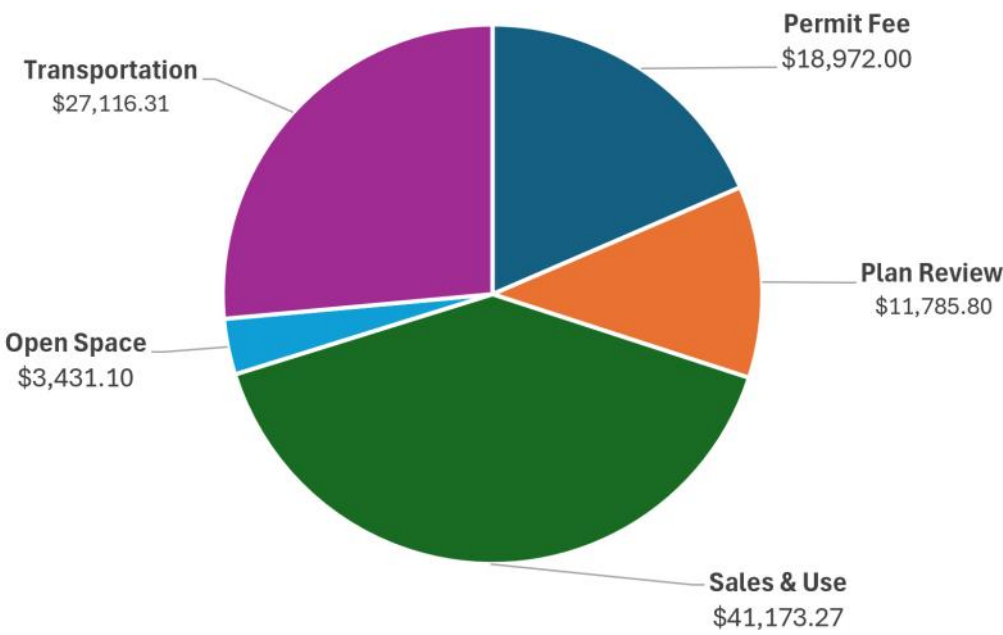
- New SFR: 1
- Major Remodel: 0
- Roofs/Solar: 0
- Basement: 0
- Miscellaneous: 4

33 Inspections

7 Licenses Issued

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

June Revenue: \$102,478.45

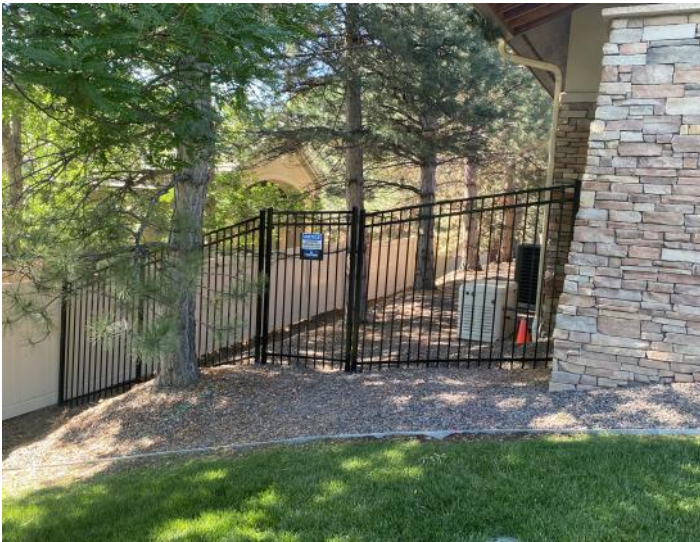


*Celebrating
150 Years of
Colorado!*

Building Department Revenue by Month

Month	2025	2025 YTD	2026	2026 YTD
January	\$93,829.59	\$93,829.59	\$72,067.82	\$72,067.82
February	\$86,149.82	\$179,979.41	\$101,480.56	\$173,548.38
March	\$21,674.44	\$201,653.85	\$61,516.79	\$235,065.17
April	\$49,166.37	\$250,820.22	\$32,813.05	\$267,878.22
May	\$52,520.60	\$303,340.82	\$49,396.87	\$317,275.09
June	\$187,559.32	\$490,900.14	\$102,478.45	\$419,753.54
July	\$8,624.46	\$499,524.60		
August	\$16,123.54	\$515,648.14		
September	\$36,665.18	\$552,313.32		
October	\$12,165.82	\$564,479.14		
November	\$34,892.00	\$599,371.14		
December	\$53,816.56	\$653,187.70		

Public Works Updates



Summer Concert Setup

To prepare for the Summer Concert Series, Staff set up stage on the Town Hall lawn. In addition, fencing and a secured gate (shown above) were installed behind Town Hall to help keep residents, especially children, safely away from the backup generator and other utility equipment.



Montage had people up and dancing for the entire concert on July 9.

Salt Spreader Maintenance

The storage area for the salt spreader was updated to make installation and removal safer, faster, and more efficient. After the improvements were completed, the spreader was thoroughly cleaned, lubricated, inspected, and placed into summer storage.

JUNE WEATHER REPORT	
Monthly high	97°
Monthly low	47°
Inches of rain	1.23"
Inches of snow	0
Days of snow plowing	0
Number of salt spreading trips	0

Wild Plum Stone Veneer & Pavement Improvements

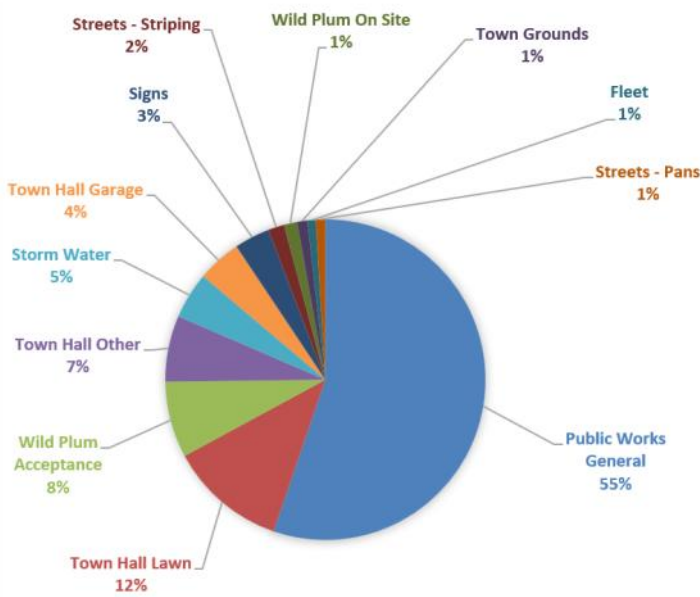
Public Works continued to monitor Wild Plum improvement projects. After several sections of stone veneer detached from structures throughout the Wild Plum development, the entire veneer system was replaced.

- All existing veneer was removed, and the underlying surfaces were repaired and smoothed.
- A rainscreen system was then installed to allow trapped moisture to drain away from the structures and help prevent future damage.
- Newly manufactured stone veneer was installed throughout the development (shown below).

The new pavement throughout Wild Plum received its final adjustments with the leveling of water valves and manholes. Each structure was raised or lowered as needed to bring it within county specifications and ensure a smooth transition with the surrounding pavement.



Public Works



JUNE NUMBERS	
Public Works General	114
Town Hall Lawn	25
Wild Plum Acceptance	16
Town Hall Other	14
Storm Water	10
Town Hall Garage	9
Signs	7
Streets - Striping	3
Wild Plum On Site	3
Town Grounds	2
Fleet	2
Streets - Pans	2

Municipal Court Updates

Fines Collected (CV & Bow Mar)

MONTH	2025 YTD	2026	2026 YTD
January	\$5,325	\$4,240.00	\$4,240.00
February	\$10,075	\$1,505.00	\$5,745.00
March	\$15,785	\$5,478.00	\$11,223.00
April	\$22,735	\$8,184.60	\$19,407.60
May	\$28,631	\$10,587.37	\$29,994.97
June	\$32,281	\$7,285.00	\$37,279.97
July	\$37,811		
August	\$41,216		
September	\$46,326		
October	\$50,411		
November	\$54,247		
December	\$59,481		

Docket Summary

The Town held Municipal Court on **Thursday, June 18, 2026.**

TYPE	NO.
Total on Docket	32
Hearings	3
Trials	0
Bench Warrants	1
Early Payments & Stays	40
Collections	2



Columbine Valley Police Department

Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

www.columbinevalley.org

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

Columbine Valley P.D. Monthly Report For July 2026

Full Time Positions	6 of 6
Part Time Positions	3 of 5
Regular hours	894
OT hours worked	12
Off Duty	0
PTO	101

June 2026 Violations

Charges For the Date Range 6/1/2026 Thru 6/30/2026

Qty	Charge
6	1214(B) ON STREET PARKING PROHIBITED (3-6 A.M.):
3	1416 REGISTRATION VIOLATION:
2	703(3) FAIL TO STOP AT A STOP SIGN:
2	1409 COMPULSORY INSURANCE:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (37/25):
1	1417 DRIVERS LICENSE REQUIRED:
1	603 TRAFFIC CONTROL DEVICE:
1	1416 REGISTRATION VIOLATION (04/21/26):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (40/25):
0	
18	Total Number of Violations Issued

Monthly Case # Report

Case Number	Event Date	Situation Reported
CV26-0000060	06/03/2026 07:42:15 PM	MEDICAL IP
CV26-0000061	06/16/2026 01:32:46 PM	Theft
CV26-0000062	06/19/2026 01:25:06 PM	MEDICAL IP
CV26-0000063	06/20/2026 08:49:51 PM	PROPERTY ACCIDENT IP
CV26-0000064	06/28/2026 11:00:21 AM	SUICIDE THREAT IP
CV26-0000065	06/28/2026 10:42:44 AM	ANIMAL CALL IP*

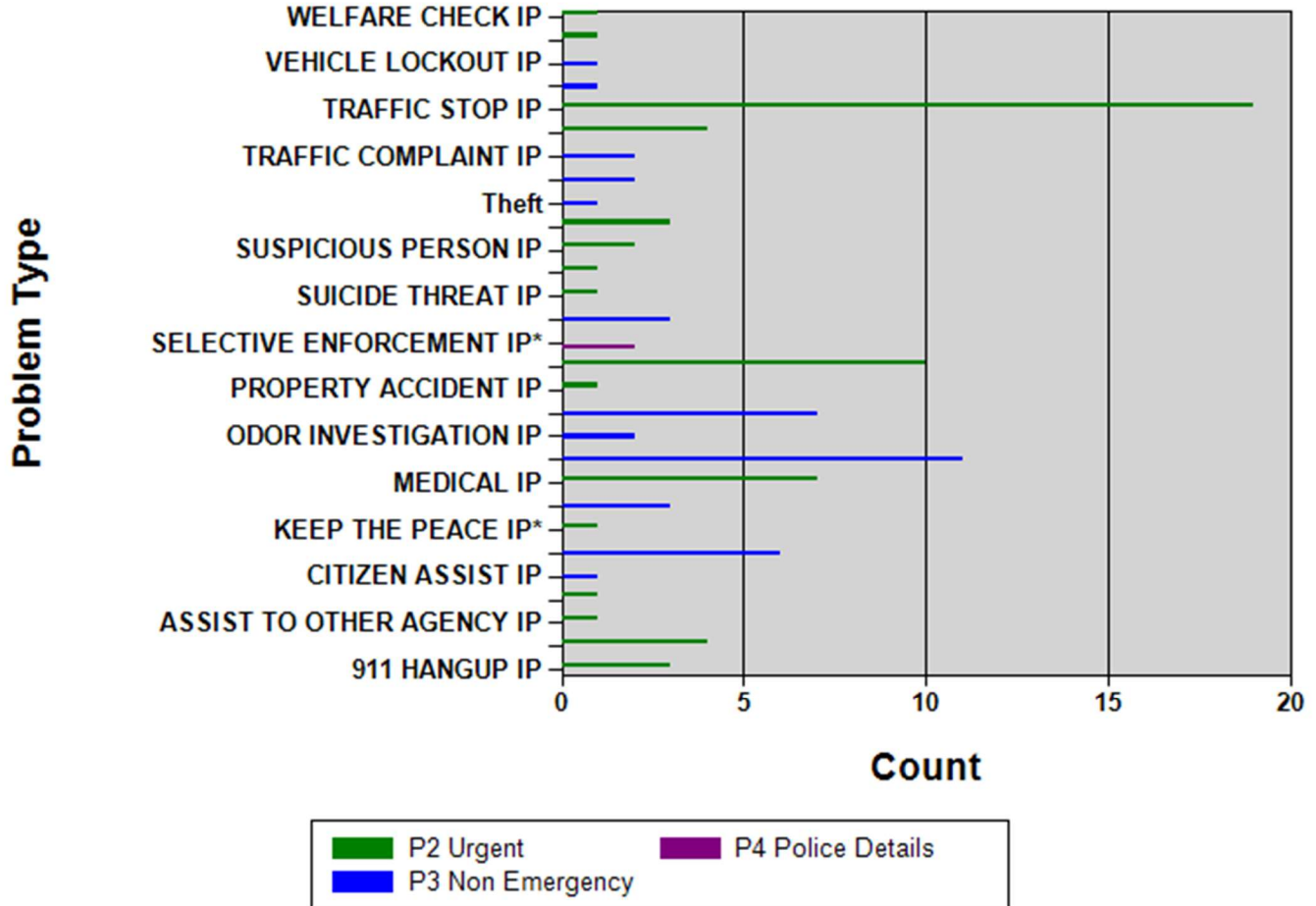
Problem Type Summary

1:28 PM 7/14/2026

Data Source: Data Warehouse

Agency:	ACSO
Division:	Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers
Day Range:	Date From 6/1/2026 To 6/30/2026
Exclusion:	• Calls canceled before first unit assigned • Calls canceled before first unit at scene

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



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

8	P8 CAD Test Record
9	P9 Call on Hold

[illegible]

THEFT IP										
TRAFFIC ARREST IP										
Traffic Complaint			<u>2</u>							<u>2</u>
TRAFFIC COMPLAINT IP			<u>2</u>							<u>2</u>
TRAFFIC OBSTRUCTION IP		<u>4</u>								<u>4</u>
TRAFFIC STOP IP		<u>19</u>								<u>19</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			<u>1</u>							<u>1</u>
VIN VERIFICATION IP										
WALK UP IP		<u>1</u>								<u>1</u>
WARRANT ARREST IP										
WARRANT PICKUP IP										
Weapons Violation										
WEAPONS VIOLATION IP										
WELFARE CHECK IP		<u>1</u>								<u>1</u>
ZZ-Animal Call										
ZZ-Suspicious Person										
ZZ-Suspicious Vehicle										
ZZ-Unwanted Subject										
ZZ-ZONING IP										
Total		<u>60</u>	<u>40</u>	<u>2</u>						<u>102</u>



Board of Trustee Presentation Memo

Date: July 21, 2026

Title: Department Overview – Building Department

Presented By: Bonnie Zapata-Diaz, Building Department Coordinator

Background: Throughout 2026, Town staff will present a series of department overviews to the Board of Trustees. This effort is the first step in the values-based budgeting initiative requested by the Trustees at the end of 2025 and is intended to provide a clearer understanding of the functions, scope, and community impact of each Town department, while also giving Trustees an opportunity to become better acquainted with the staff serving the Town.

Attachments: None.

Action: No action is necessary.



Request for Board of Trustee Action

Date:	July 21, 2026
Title:	Trustee Bill #8 – 2026, Concerning Jake Brakes
Presented By:	Lee Schiller, Town Attorney
Prepared By:	Lee Schiller, Town Attorney
Background:	Construction activity anticipated along the Platte Canyon Road corridor is expected to result in an increase in heavy truck traffic traveling through and adjacent to the Town. While the Town recognizes the importance of accommodating construction-related traffic, staff also seeks to minimize unnecessary impacts on nearby residents. Dynamic braking devices, commonly known as "Jake brakes," are designed to assist large trucks in slowing by using engine compression rather than conventional wheel brakes. While effective, these systems can generate significant noise when engaged, particularly in residential areas. The proposed ordinance amends the Town's adopted 2024 Model Traffic Code to prohibit the use of dynamic braking devices within the Town, while providing an exemption for fire apparatus and other emergency vehicles responding to emergencies. Violations would be enforceable as a Class A traffic infraction. The proposed prohibition is intended to protect the health, comfort, and welfare of residents by reducing excessive noise associated with heavy truck traffic while maintaining safe operation of commercial vehicles through the use of conventional braking systems.
Attachments:	Trustee Bill #8 – 2026
Staff Recommendations:	Approve as presented.
Recommended Motion:	"I move to approve Trustee Bill #8 – 2026 as presented on first reading."

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY AMENDING THE 2024 ADDITION OF THE
MODEL TRAFFIC CODE FOR COLORADO TO PROHIBIT THE USE OF DYNAMIC
BRAKING DEVICES

WHEREAS, pursuant to C.R.S. Section 31-15-401, The Town of Columbine Valley may prevent and suppress noises and disturbances in any public or private place; and

WHEREAS, the Board of Trustees finds that the creation of excessive noise by large trucks in particular is a detriment to public health, comfort, convenience, safety, and welfare; and

WHEREAS, the Board of Trustees desires to prohibit the use of dynamic braking devices in order to secure and promote the public health, comfort, convenience, safety, and welfare of the Town and its inhabitants.

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

Section 1. Section 223(3) of the 2024 Addition of the “Model Traffic Code” is amended to read as follows:

Section 223 (3) – Dynamic Braking Devices:

No person shall operate within the limits of the Town any motor vehicle with a dynamic braking device engaged. For purposes of this Section a dynamic braking device is a device (commonly referred to as a Jake brake) used primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes. Fire trucks and other emergency vehicles are exempt from the prohibitions of this Section.

Section 2. A new Section 223(4) is added to the 2024 Addition of the “Model Traffic Code” as follows:

Any person who violates any provision of this section commits a Class A traffic infraction.

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

Section 4. The Town Clerk shall certify the passage of this Ordinance and cause notice

of its contents and passage to be published.

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

Introduced as Trustee Bill No. 10, series of 2026, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 21st day of July, 2026, passed by a vote of ____ for and ____ against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and ____ against on the 18th day of August, 2026, and ordered published in the Littleton Independent on the ____ day of _____, 2026.

Dave Huelskamp, Mayor

ATTEST:

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



Request for Board of Trustee Action

Date: July 21, 2026

Title: Resolution #12 – 2026, Concerning Forged Fiber

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: In July 2015, the Town entered into a Cable Franchise Agreement with Qwest Broadband Services, Inc. d/b/a CenturyLink, authorizing the company to provide cable services and construct, operate, and maintain related facilities within the Town's public rights-of-way. Through subsequent corporate rebranding, CenturyLink became Lumen Technologies, which has continued to own and operate telecommunications infrastructure within the Town.

Lumen has entered into an agreement to sell substantially all of its residential fiber assets serving Columbine Valley to Forged Fiber 37, LLC (FF37), a wholly owned subsidiary of AT&T. Upon completion of the transaction, FF37 will become the owner and operator of these fiber facilities located within the Town's public rights-of-way. Lumen will continue to own and operate its remaining telecommunications infrastructure, including non-fiber assets that are not part of the acquisition.

The Town's 2015 Cable Franchise Agreement anticipated changes in ownership but requires Town approval for the transfer of franchise rights and facilities. In discussions with Town staff, FF37 expressed its preference to enter into a new agreement based on the Town's recently adopted Fiber License Agreement with Intrepid Fiber Networks, rather than seeking an assignment of the existing cable franchise. Staff concurs that this approach is appropriate, as the proposed agreement reflects the Town's current standards for the installation, operation, and maintenance of privately owned fiber infrastructure within the public rights-of-way while recognizing the different nature of modern fiber networks from the cable franchise established in 2015.

The proposed Fiber License Agreement substantially follows the form and provisions of the Town's existing agreement with Intrepid Fiber Networks while identifying Forged Fiber 37, LLC as the licensed entity responsible for the acquired fiber assets. Approval of the agreement will authorize FF37 to own, maintain, and operate its fiber facilities within the Town's rights-of-way upon completion of

the asset transfer while preserving the Town's existing relationship with Lumen for telecommunications facilities that remain under its ownership.

Attachments:

Resolution #12 – 2026
Forged Fiber License Agreement

Staff Recommendations:

Approve as presented.

Recommended Motion:

“I move to approve Resolution #12 – 2026 as presented.”

RESOLUTION NO. 12
SERIES OF 2026

A RESOLUTION OF THE BOARD OF THE TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF COLUMBINE VALLEY AND FORGED FIBER 37, LLC.

WHEREAS, Forged Fiber 37, LLC (“Company”) operates a fiber-based telecommunications network and desires to install network and equipment in selected rights-of-way to serve its customers within the Town of Columbine Valley (“Town”); and

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

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

The Non-Exclusive Master License Agreement for Fiber Networks between Forged Fiber 37, LLC and the Town of Columbine Valley is approved in substantially the same form as the copy attached hereto and made a part of this Resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

ADOPTED AND APPROVED this _____ day of July 2026.

JD McCrumb, Clerk

Dave Huelskamp, Mayor

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT is dated as of the ____ day of July, 2026 (the “Effective Date”), and entered into by and between the Town of Columbine Valley a [CO] municipal corporation with an address of 2 Middlefield Road Columbine Valley, CO 80123 (the “Town”), and Forged Fiber 37, LLC (the “Company”).

RECITALS

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

B. The Company owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”), a fiber-based telecommunications Network or Networks serving the Company’s customers.

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

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

AGREEMENT

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

I. DEFINITIONS.

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

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

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

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

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

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

“Network” or collectively “Networks” means the communication or telecommunication systems operated by the Company to serve its customers in the Town.

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

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

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

II. TERM

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

III. SCOPE OF AGREEMENT

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

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

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

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

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

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the high-level design approved by the Town. The Company shall be required to obtain required permits from the Town as required prior to beginning construction. The Town will authorize the Company to commence construction with the provision of all necessary permits. The Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all

applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way.

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

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

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

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the Town has actual knowledge

thereof, the Town will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

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

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

D. Removal of Equipment. Upon sixty (60) days' written notice by the Town pursuant to the expiration or earlier termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town

receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Alternatively, the Town may elect to take title to abandoned property, provided that the Company shall submit to the Town an instrument satisfactory to the Town transferring to the Town the ownership of such property. If the Company fails to reimburse the Town, the license granted to Licensor will be terminated. The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

VI. OTHER UTILITIES

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

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

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

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of the Property or the ROW in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the Town, the Company will pay, indemnify, defend and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be

performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the ROW and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

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

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

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

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

E. Notice. The Town shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the Town shall tender the defense thereof to the Company and the Company shall consult and cooperate with the Town Attorney's Office while conducting its defense. The Town and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

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

agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by the Company.

IX. INSURANCE.

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

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

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

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

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

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

X. NOTICES.

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

If to the Town:

Town of Columbine Valley
Attn: Town Administrator
2 Middlefield Road
Columbine Valley, CO 80123

If to Company:

Forged Fiber 37, LLC
208 S. Akard St.
Dallas, TX 75202
FF_Right_Of_Way@att.com

With a copy to:

Bill Soards
Forged Fiber 37, LLC
1200 17th Street, 10th Floor
Denver, CO 80202
william.soards@forgedfiber37.com

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

C. Emergency Contact. The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: (877) 453-8353, Option 1.

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

XI. TERMINATION.

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

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

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

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

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

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by Town. The Company shall provide no less than thirty (60) days written notice to the Town of the details of any transaction described herein that requires Town consent. Notwithstanding anything to the contrary in this Section, no Town consent is required for transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

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

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

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

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

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

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

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

XIII. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or non-compliance shall

be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

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

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

SIGNATURE PAGE FOLLOWS.

MUNICIPALITY

Town Of Columbine Valley

First and Last Name, Title

Date: _____

FORGED FIBER 37, LLC

By: Kevin Marvin, Senior Executive Director

Date: _____