TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES MEETING
November 17, 2026
6:30PM
A G E N D A

1. ROLL CALL

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 October 20, 2026 Minutes
   b. Approval of November 9, 2026 Minutes
   c. Set a Special Meeting for December 8, 2026
   d. Appoint Two Alternate Commissioners to the P&Z Commission
   e. Engagement Letter with Logan and Associates

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

6. PRESENTATIONS
   a. Housing Needs Assessment Final Presentation and Public Hearing
   b. Town Snow Operations Review

7. OLD BUSINESS
   a. Trustee Bill #9 – 2026 Concerning Permit Fees
   b. Trustee Bill #10 - 2026 Regarding Land Use and Zoning Updates
      i. Public Hearing
   c. Trustee Bill #11 - 2026 Regarding Annexation of 8 Hunter Run

8. PUBLIC HEARING
   a. 2027 Town Budget

9. NEW BUSINESS
   a. Trustee Bill #12 – 2026 Regarding a Moratorium on Lighting
   b. Consider a contract with CAA re. Building Inspections
   c. Consider a contract with Republic Services re. Trash Collection

10. EXECUTIVE SESSION - An executive session to discuss personnel matters, involving performance and compensation, pursuant to C.R.S. § 24-6-402(4)(f) and to confer with legal counsel regarding US District Court case, Chrisanna Elser v. Flock Group, Inc., Town of Columbine Valley et. al., pursuant to CRS Section24-6-402(b).

11. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
October 20, 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, Kelly Anton, Bret Cottrell, Brent Kaslon, and Diane Rodriguez*

** participated virtually*

PUBLIC COMMENT: Mara Marks, 8 Driver Lane, Concern that P&Z lighting regulations on pages 67 and 91 of packet too vague and lacking definitions (such as lumens);

Jared Hamilton, 7 Fairway Lane, expressing for Tim Vandel that Old Town HOA vigorously approves moratorium on lighting;

Jared Hamilton, 7 Fairway Lane, expressing for himself appreciation for P&Z work on lighting and requests clear process for sharing plans and input.

CONSENT AGENDA

ACTION: upon a motion by Trustee Giesen and a second by Trustee Icenogle, the Board of Trustees unanimously approved the consent agenda which consisted of the September 15, 2026, minutes, setting a public hearing for the 2027 Budget, and setting a public hearing for Housing Needs Assessment feedback.

REPORTS

A. Mayor Huelskamp updated the Trustees that he has identified Planning & Zoning commission candidates, little concern from residents about fiber installation, and 310 trucks of dirt will be transported to the Par 3 golf course.
B. There were no additional Trustee reports.
C. Diane Rodriguez presented the financials as presented in the Trustees Packet.
D. The Town Administrators report was included in the packet. Mr. McCrumb was not at the meeting due to his attendance at the ICMA Conference.
E. Chief Cottrell reviewed his report as presented in the Trustee Packet and noted that resident Dennis Norris has passed away.

PRESENTATIONS:

A. First Draft — Housing Needs Assessment: Mr. Kaslon presented a high-level summary of the report, answered Trustee questions, and listed next steps.
B. Second Draft — 2027 Town Budget: Ms. Rodriguez summarized the budget for the upcoming year.

OLD BUSINESS: There was no old business.

NEW BUSINESS:

A. **Trustee Bill #9 — 2026 Concerning Permit Fees:** Mr. Schiller presented the bill on first reading. The Trustees asked questions and discussed the ordinance.

ACTION: upon a motion by Trustee Taylor and a second by Trustee Watson, the Board of Trustees unanimously approved Trustee Bill #9 on first reading.

B. **Trustee Bill #10:** Mr. Schiller presented the amendment to the zoning code on first reading. The Trustees asked questions and discussed the amendment.

ACTION: upon a motion by Trustee Icenogle and a second by Trustee Watson, the Board of Trustees unanimously approved the recommendations of the Planning and Zoning Commission concerning the amendments to the Zoning Code, with the inclusion, rather than the exclusion, of paragraph 2, concerning tennis lighting and paragraph 3 concerning recreational lighting, under the Lighting section of the Zoning Code, Article II, Section 3, Country Club (CC) District, of the Zoning Code and approves the provision recommended by the Town attorney concerning revisions and amendments to Articles I-V of the Zoning Code, and to set a public hearing and 2nd Reading for Tuesday, November 17, 2026

C. **Trustee Bill #11:** Mr. Schiller presented the bill regarding annexation of 8 Hunter Run Lane on first reading.

ACTION: upon a motion by Trustee Sahr and a second by Trustee McCain, the Board of Trustees unanimously approved Trustee Bill #11 on first reading.

EXECUTIVE SESSION: Upon a motion by Trustee Icenogle, second by Trustee Sahr, the Board of Trustees unanimously approved going into an executive session to confer with legal counsel regarding US District Court case, Chrisanna Elser v. Flock Group, Inc., Town of Columbine Valley et. al., pursuant to CRS Section24-6-402(b) at 7:55 p.m.

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

Submitted by,
Kelly Anton, Communications and Events Coordinator, on behalf of,
J.D. McCrumb, Town Administrator

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
November 9, 2026

Mayor Huelskamp called the Regular Meeting of the Trustees to order at 1:00 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, Jeff Sahr, and Willi Taylor
Also present:	Lee Schiller and J.D. McCrumb

** participated virtually*

STUDY SESSION: The trustees conducted a study session to discuss recreational lighting and a possible moratorium of recreational lighting. They directed staff to pursue lighting restrictions on recreation, sports, and parking lighting within the town. They further directed staff to draft an ordinance for consideration at their November meeting regarding a moratorium on such lighting through July 1, 2027.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 1:48 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

Request for Board of Trustee Action

Date:	November 17, 2026
Title:	Set date for Special Meeting
Presented By:	J.D. McCrumb, Town Administrator
Prepared By:	J.D. McCrumb, Town Administrator
Background:	The Town is required to certify the 2027 mill levy to the Arapahoe County Commissioners no later than December 15, 2026. Accordingly, the regular December meeting set for December 15th will be moved forward one week to December 8, 2026 at 6:30 p.m.
Recommended Motion:	"I move to set a Special Meeting for Tuesday, December 8, 2026 at 6:30 p.m. to be held at Columbine Country Club in order to consider Town business including the 2027 mill levy and 2027 Town Budget, and to cancel the Regular Meeting on Tuesday, December 15, 2026".

Request for Board of Trustee Action

Date: November 9, 2026

Title: Planning and Zoning Commission Appointment

Presented By: Dave Huelskamp, Mayor

Prepared By: J.D. McCrumb, Town Administrator

Background: Per section 2.44.020 of the Columbine Valley Municipal Code, the Board of Trustees may appoint six qualified individuals to serve in the capacity of Planning and Zoning Commissioner and up to five qualified individuals to serve in the capacity of Alternate Commissioner. Each Commissioner is appointed to a term of four years and Commissioner terms should be staggered.

Mayor Huelskamp recommends to the Board the appointment of Sam Gerk and Eric Reinhard to seats on the Planning and Zoning Commission as an Alternate Commissioner. Both would serve a four-year term to expire on December 31, 2030.

Biographies: Sam Gerk: I grew up in South Central Colorado and moved to Denver for college and graduate school. After beginning my career at a local software startup, I spent a decade leading materials innovation for outdoor and athletic brands, including Under Armour and The North Face. Today, I own and operate a local handyman and custom carpentry business.

My wife and I moved to Columbine Valley five years ago with our oldest daughter, and we have since welcomed two more girls to our family. We love the close-knit, small-town atmosphere of Columbine Valley and feel fortunate to be raising our family in such a wonderful community.

Eric Reinhard: I have more than 40 years of experience in business leadership, working with major consumer products and distribution companies, including Sysco, PepsiCo, PBG, and Procter & Gamble. Throughout my career, I've led teams across sales, marketing, manufacturing, distribution, human resources, and finance, holding several senior executive and general management positions.

Community involvement has also been an important part of my life. I've served on more than a dozen nonprofit boards, including the Eagle Valley Community Foundation and Michigan State

	University's alumni board, and currently serve on Junior Achievement's Eagle County Mountain Council. I've also been a member of Columbine Country Club for 26 years, serving six years on its board, including as Club President in 2013–2014.
Attachments:	None
Staff Recommendations:	Approve as presented
Recommended Motion:	"I move to approve the appointments of Sam Gerk and Eric Reinhard as members of the Planning and Zoning Commission, as an Alternate Commissioner until December 31, 2030.

Town of Columbine Valley Colorado

Request for Board of Trustee Action

Date:	November 17, 2026
Title:	2026 Annual Audit
Presented By:	Diane Rodriguez, Finance Manager
Prepared By:	Kyle Logan, Logan and Associates, LLC
Background:	Each year the Town contracts an independent audit firm to audit the Town's financial statements and associated government activities.
Attachments:	Engagement Letter
Fiscal Impacts:	Fee for service
Staff Recommendations:	Approve as presented as part of the Consent Agenda
Recommended Motion:	"I move to approve the audit engagement letter as presented as part of the Consent Agenda".

Logan and Associates, LLC
CERTIFIED PUBLIC ACCOUNTANTS

6140 S. Gun Club Rd, Suite K6-132
Aurora, Colorado 80016
303.835.6815
Fax: 303.997.1056

November 12, 2026

Honorable Mayor and Members of the Board of Trustees
Town of Columbine Valley
2 Middlefield
Columbine Valley, Colorado 80123

We are pleased to confirm our understanding of the services we are to provide the Town of Columbine Valley for the year ended December 31, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Columbine Valley as of and for the year ended December 31, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Columbine Valley's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, if applicable, we will apply certain limited procedures to the Town of Columbine Valley's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund
- Schedules required by GASB Statement No. 68 *Accounting and Financial Reporting for Pensions*
- Schedules required by GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*

We have also been engaged to report on the supplementary information other than RSI that accompanies the Town of Columbine Valley's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of Five Year Summary of Assessed Valuation, Mill Levy and Property Taxes Collected
- Local Highway Finance Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue and auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accountingestimates made by management. We will also evaluate the overall presentation of the financial statements, includingthe disclosures, and determine whether the financial statements represent the underlying transactions and events ina manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance aboutwhether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financialreporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable tothe government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and becausewe will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordancewith GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriationof assets that comes to our attention. We will also inform the appropriate level of management of any violations oflaws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are notengaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered inthe aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilitiesby correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due toerror or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Columbine Valley's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation ofthe financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently know). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence. At the conclusion ofour audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with US-GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe that supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Other Services

We will also prepare (or assist in preparing) the financial statements of Town of Columbine Valley in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. These other services are limited to the financial statements services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest service we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your staff will prepare all cash or other confirmations we request and will assist in locating any documents selected by us for testing.

The audit documentation for this engagement is the property of Logan and Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain governmental agencies or their designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Logan and Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to certain governmental agencies or their designee.

Kyle Logan is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, copies, etc.) except that we agree that our gross fee, including expenses will not exceed $9,200. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your staff and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If the Town is required to perform a Single Audit, additional fees will be required, however, we will discuss the fees with management prior to our commencement of the Single Audit.

Reporting

We will issue a written report upon completion of our audit of Town of Columbine Valley's financial statements. Our report will be addressed to the Honorable Mayor and Members of the Board of Trustees of Town of Columbine Valley. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it maybe necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Columbine Valley and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely yours,

Logan and Associates, LLC

Logan and Associates, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Columbine Valley.

By: _____

Title: _____

Date: _____

TOWN OF COLUMBINE VALLEY
Financial Statements as of YTD October 31, 2026
Variance Summary

Total Cash $10,168,523 Unrestricted Cash $953,020

General Fund

Revenues – 98% of budget

- Property taxes rec'd of $612,439, 100% of budget
- Sales taxes rec'd of $1,148,485, 100% of budget
- Permits, fees and services includes 3 scrapes and is at budget
- Interest $227,476 in general fund and $299,277 in total, interest rate is 3.99%

Administration – 69% of budget

- Advertising/notices at 231% due to consultants for media statements & community questions
- Bad debt of ($14,091) is being reversed from 2026 for payment received from Lennar
- Human Resources at 122% of budget, due to recruiting for admin assistant and police
- Mayor expenses & meals at 114% due to head shots & business cards
- Miscellaneous at 183% includes items that may be moved to another account once receipts are received
- Supplies, printing & postage at 120% due to newsletters & directories

Planning and engineering – 83% of budget

Public Safety – 80% of budget

- Equipment – camera body and dash purchased at 108%
- Municipal court health insurance budget was to low of an estimate
- Scheduled computer replacement at 93% for laptops purchased

Public Works – 49% of budget

- Ground Maintenance – has $2,000 for Tree maintenance

General Fund Expenditures, Transfers and Fund Balance

- Total General Fund Expenditures of 71% of budget
- Transfer to Capital Fund of $600,000
- The ending fund balance is $1,132,843

Capital Fund

- Police vehicle $75,879 includes detailing
- Light pool replacement $10,104
- Platt Canyon Sidewalk $82,879
- Trails $1,644
- Ending fund balance $6,372,921

Conservation Trust Fund

- Q1, Q2 & Q3 distributions received $6,774
- Ending fund balance $45,758

Arapahoe County Open Space Fund

- 2026 funding received $59,985
- Ending fund balance $890,857

Wild Plum Impact Fees Fund

- Hunter run $192,455
- Ending fund balance $1,241,722

Transportation Fees Fund

- Fees received of $154,165, 140% of budget
- Ending fund balance $664,245

TOWN OF COLUMBINE VALLEY
CASH POSITION
YEAR TO DATE (YTD) AS OF OCTOBER 31, 2026

Account Activity Item Description	CHECKING	INVESTMENTS	TOTAL ALL ACCOUNTS
InBank checking	$ 239,224	-	$ 239,224
C-Safe Primary	-	7,750,377	7,750,377
C-Safe Wild Plum Impact fee	-	1,241,722	1,241,722
C-Safe CTF	-	46,343	46,343
Arapahoe County shareback	-	890,857	890,857
YTD Cash Balances	**239,224**	**9,929,299**	**10,168,523**
Less amount allocated for capital	-	(6,372,921)	(6,372,921)
Less amount restricted for CTF	-	(45,758)	(45,758)
Less amount restricted for ACOS	-	(890,857)	(890,857)
Less amount restricted for impact fees	-	(1,241,722)	(1,241,722)
Less amount restricted for transportation fees	-	(664,245)	(664,245)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	**$ 239,224**	**$ 713,796**	**$ 953,020**

TOWN OF COLUMBINE VALLEY
ALLOCATION OF AVAILABLE FUND BALANCES
YEAR TO DATE (YTD) AS OF OCTOBER 31, 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	1,892,211	-	-	-	-	-	1,892,211
Permits and fines	309,464	-	-	-	-	-	309,464
Intergovernmental	469,337	-	-	-	-	-	469,337
Interest	227,476	-	1,465	26,705	43,631	-	299,277
Other	3,261	-	-	-	-	-	3,261
Conservation Trust Fund entitlement	-	-	6,774	-	-	-	6,774
Arapahoe County open space	-	-	-	59,985	-	-	59,985
Transportation fees	-	-	-	-	-	154,165	154,165
Total YTD revenues	2,901,749	-	8,239	86,690	43,631	154,165	3,194,474
Total YTD expenditures	(1,950,061)	(170,506)	(4,621)	-	(192,455)	-	(2,317,643)
Excess of revenues over (under) expenditures	951,688	(170,506)	3,618	86,690	(148,824)	154,165	876,831
Gain on sale of assets	-	9,000	-	-	-	-	9,000
Transfers	(600,000)	600,000	-	-	-	-	-
Net change in fund balance	351,688	438,494	3,618	86,690	(148,824)	154,165	885,831
YTD ENDING FUND BALANCES	**$ 1,131,505**	**$ 6,372,921**	**$ 45,758**	**$ 890,857**	**$ 1,241,722**	**$ 664,245**	**$ 10,347,008**
Budget vs actual reference	(page 4)	(page 8)	(page 9)	(page 10)	(page 11)	(page 12)	

TOWN OF COLUMBINE VALLEY
BALANCE SHEET - ALL FUNDS
GOVERNMENTAL FUNDS
October 31, 2026
Unaudited

ASSETS		
Cash and investments	$	10,168,523
Accrued revenue		176,505
Prepaid expenses		19,105
Other receivables		8,656
TOTAL ASSETS	**$**	**10,372,789**
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	$	21,441
Accrued liabilities		3,002
Total liabilities		24,443
FUND BALANCES		
General		1,132,843
Capital		6,372,921
Conservation trust fund		45,758
Arapahoe county open space		890,857
Wild Plum Impact fees		1,241,722
Transportation fees		664,245
Total fund balances		10,348,346
TOTAL LIABILITIES AND FUND BALANCES	**$**	**10,372,789**

TOWN OF COLUMBINE VALLEY
GENERAL - SUMMARY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
Taxes	$ 1,892,211	$ 1,926,296	$ (34,085)	98%
Permits and fines	309,464	330,400	(20,936)	94%
Intergovernmental	469,337	482,176	(12,839)	97%
Interest	227,476	175,000	52,476	130%
Other	3,261	4,000	(739)	82%
Grants and contributions	-	32,000	(32,000)	0%
Total revenues	2,901,749	2,949,872	(48,123)	98%
EXPENDITURES				
Administration	641,277	932,001	(290,724)	69%
Planning and engineering	31,728	38,400	(6,672)	83%
Public safety	1,034,105	1,291,303	(257,198)	80%
Public works	241,613	494,524	(252,911)	49%
Total expenditures	1,948,723	2,756,228	(807,505)	71%
EXCESS OF REVENUES OVER EXPENDITURES	953,026	193,644	759,382	492%
OTHER FINANCING USES				
Transfer to capital	(600,000)	(270,000)	(330,000)	222%
Total other financing uses	(600,000)	(270,000)	(330,000)	222%
NET CHANGE IN FUND BALANCE	353,026	$ (76,356)	$ 429,382	
BEGINNING FUND BALANCE	779,817			
ENDING FUND BALANCE	**$ 1,132,843**			

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 TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES					
Taxes					
Cable television	$ 3,533	$ 34,523	$ 42,400	$ (7,877)	81%
Property	728	612,439	613,496	(1,057)	100%
Sales and use	150,259	1,148,485	1,149,600	(1,115)	100%
Specific ownership	2,630	25,111	36,800	(11,689)	68%
Utility franchise	7,872	71,653	84,000	(12,347)	85%
Total taxes	165,022	1,892,211	1,926,296	(34,085)	98%
Permits and fines					
Court fines	5,231	57,894	80,000	(22,106)	72%
Permits, fees and services	32,398	251,570	250,400	1,170	100%
Total permits and fines	37,629	309,464	330,400	(20,936)	94%
Intergovernmental					
Bow Mar IGA	95,529	382,117	382,676	(559)	100%
Bow Mar IGA admin	5,000	20,000	20,000	-	100%
County highway tax revenue	1,575	15,750	18,900	(3,150)	83%
Motor vehicle registration fees	590	5,220	5,800	(580)	90%
State cigarette tax apportionment	142	1,216	1,400	(184)	87%
State highway user's tax	4,826	45,034	53,400	(8,366)	84%
Total intergovernmental	107,662	469,337	482,176	(12,839)	97%
Interest	26,251	227,476	175,000	52,476	130%
Other	100	3,261	4,000	(739)	82%
Grants	-	-	32,000	(32,000)	0%
TOTAL REVENUES	336,664	2,901,749	2,949,872	(48,123)	98%
EXPENDITURES					
Administration					
Accounting and audit	8,656	116,191	136,500	(20,309)	85%
Advertising/notices	-	1,156	500	656	231%
Bad debt	(14,091)	(14,091)	-	(14,091)	0%
Bank/credit card fees	226	5,323	6,500	(1,177)	82%
Building inspection and planning review	14,750	78,538	80,000	(1,462)	98%
Building maintenance and utilities	2,888	22,947	32,000	(9,053)	72%
Community functions	-	31,309	60,000	(28,691)	52%
Computer expense	598	4,922	10,000	(5,078)	49%
County treasurer's collection fees	8	6,138	6,135	3	100%
Dues and publications	471	16,766	21,647	(4,881)	77%
Education and training	-	6,984	19,000	(12,016)	37%
Election	-	1,415	12,000	(10,585)	12%
Health insurance	3,198	28,029	33,287	(5,258)	84%
Human resources	3,687	21,987	18,000	3,987	122%
Insurance workers comp and liability	1,639	15,227	20,097	(4,870)	76%
Legal	6,070	40,494	52,900	(12,406)	77%
Mayor expenses & meals	44	1,141	1,000	141	114%
Miscellaneous	-	2,738	1,500	1,238	183%
Payroll taxes	1,153	11,026	13,500	(2,474)	82%
Pension	845	8,887	13,500	(4,613)	66%
Salaries	20,145	206,284	269,016	(62,732)	77%
Special projects	-	1,750	10,000	(8,250)	18%
Supplies, printing, postage	441	15,598	13,000	2,598	120%

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 TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
Telephone/communications	1,023	10,518	13,419	(2,901)	78%
Emergency reserve	-	-	88,500	(88,500)	0%
Total administration	51,751	641,277	932,001	(290,724)	69%
Planning and engineering					
Town planning	7,142	19,977	20,000	(23)	100%
Town engineer	1,597	11,751	18,400	(6,649)	64%
Total planning and engineering	8,739	31,728	38,400	(6,672)	83%
Public safety					
Operations					
Cruiser gas	1,885	15,814	20,992	(5,178)	75%
Cruiser oil/maintenance	55	10,371	13,645	(3,274)	76%
Cruiser insurance	477	4,832	5,725	(893)	84%
Education/training	-	3,540	12,620	(9,080)	28%
Equipment - camera body and dash	-	14,954	13,800	1,154	108%
Equipment/repair	-	2,803	4,198	(1,395)	67%
Health insurance	7,059	61,783	89,300	(27,517)	69%
Insurance workers comp and liability	3,599	36,694	44,428	(7,734)	83%
Payroll taxes	1,913	21,292	34,200	(12,908)	62%
Pension	5,125	60,056	68,300	(8,244)	88%
Salaries	51,324	575,575	682,071	(106,496)	84%
Supplies/miscellaneous	8	2,145	15,000	(12,855)	14%
Telephones	92	3,566	4,449	(883)	80%
Uniforms	-	2,283	10,000	(7,717)	23%
Total operations	71,537	815,708	1,018,728	(203,020)	80%
Municipal court					
Judge	1,050	10,500	12,600	(2,100)	83%
Interpreter	200	2,000	3,000	(1,000)	67%
Legal	3,146	23,391	30,000	(6,609)	78%
Health insurance	1,077	10,515	10,105	410	104%
Payroll taxes	381	3,758	4,368	(610)	86%
Pension	343	3,557	4,368	(811)	81%
Salaries	6,720	71,017	87,360	(16,343)	81%
Administration	-	225	1,000	(775)	23%
Supplies	-	-	2,500	(2,500)	0%
Total municipal court	12,917	124,963	155,301	(30,338)	80%
Contracts					
Arapahoe county dispatch fee	(1,380)	33,313	44,417	(11,104)	75%
Tri-tech software	1,380	1,380	1,380	-	100%
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	-	37,293	50,247	(12,954)	74%
Computer/IT					
Flock safety	-	17,500	20,500	(3,000)	85%
Offsite server backup and protection	2,250	9,886	12,000	(2,114)	82%
Office 365 accounts	-	4,069	6,527	(2,458)	62%
Scheduled computer replacement	-	13,019	14,000	(981)	93%
Govpilot	1,167	11,667	14,000	(2,333)	83%

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 TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	Current Month	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
Total computer/IT	3,417	56,141	67,027	(10,886)	84%
Total public safety	87,871	1,034,105	1,291,303	(257,198)	80%
Public works					
Ground maintenance	-	7,220	6,000	1,220	120%
Health insurance	1,067	8,379	9,742	(1,363)	86%
Insurance vehicle	238	2,416	2,863	(447)	84%
Insurance workers comp and liability	594	5,998	7,335	(1,337)	82%
Other drainage/water	-	-	5,000	(5,000)	0%
Payroll taxes	539	4,872	6,221	(1,349)	78%
Pension	368	3,882	6,221	(2,339)	62%
Professional fees-mosquito control	-	8,596	8,679	(83)	99%
Salaries	9,519	86,715	124,425	(37,710)	70%
Sanitation/trash/recycle service	8,944	89,426	110,838	(21,412)	81%
Signs maintenance	-	660	5,000	(4,340)	13%
Snow removal	200	4,218	5,000	(782)	84%
Storm water permit process/NPDES	-	906	1,200	(294)	76%
Street lighting	2,222	11,468	15,000	(3,532)	76%
Street and gutter maintenance	(250)	4,673	125,000	(120,327)	4%
Streets and gutters contingency	-	-	50,000	(50,000)	0%
Striping	-	-	1,000	(1,000)	0%
Tools	-	987	2,000	(1,013)	49%
Uniforms	-	67	1,000	(933)	7%
Vehicle maintenance	-	1,130	2,000	(870)	57%
Total public works	23,441	241,613	494,524	(252,911)	49%
TOTAL EXPENDITURES	171,802	1,948,723	2,756,228	(807,505)	71%
EXCESS OF REVENUES OVER EXPENDITURES	164,862	953,026	193,644	759,382	492%
OTHER FINANCING USES					
Transfer to capital	-	(600,000)	(270,000)	(330,000)	222%
Total other financing uses	-	(600,000)	(270,000)	(330,000)	222%
NET CHANGE IN FUND BALANCE	$ 164,862	$ 353,026	$ (76,356)	$ 429,382	
BEGINNING FUND BALANCE		779,817			
ENDING FUND BALANCE		**$ 1,132,843**			

TOWN OF COLUMBINE VALLEY
CAPITAL
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
CDOT grant	$ -	$ 600,000	$ (600,000)	0%
Total revenues	-	600,000	(600,000)	0%
EXPENDITURES				
Public safety				
Vehicle	75,879	75,000	879	101%
Public works				
Light pool replacement	10,104	-	10,104	0%
Platte Canyon Sidewalk - Village to Fairway	82,879	500,000	(417,121)	17%
Platte Canyon/Coal Mine right turn lane	-	280,000	(280,000)	0%
Town wall	-	100,000	(100,000)	0%
Trails	1,644	-	1,644	0%
Total expenditures	170,506	955,000	(784,494)	18%
EXCESS OF EXPENDITURES OVER REVENUES	(170,506)	(355,000)	184,494	48%
OTHER FINANCING SOURCES				
Gain on sale of asset	9,000	9,000	-	100%
Transfer from general	600,000	270,000	330,000	222%
Total other financing sources	609,000	279,000	330,000	218%
NET CHANGE IN FUND BALANCE	438,494	$ (76,000)	$ 514,494	
BEGINNING FUND BALANCE	5,934,427			
ENDING FUND BALANCE	**$ 6,372,921**			

TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
Conservation Trust Fund entitlement	$ 6,774	$ 8,700	$ (1,926)	78%
CTF interest	1,465	1,300	165	113%
Total revenues	8,239	10,000	(1,761)	82%
EXPENDITURES				
Conservation trust fund expenditures	4,621	6,000	(1,379)	77%
Total expenditures	4,621	6,000	(1,379)	77%
NET CHANGE IN FUND BALANCE	3,618	$ 4,000	$ (382)	
BEGINNING FUND BALANCE	42,140			
ENDING FUND BALANCE	**$ 45,758**			

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 TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
Arapahoe County open space	$ 59,985	$ 64,400	$ (4,415)	93%
ACOP interest	26,705	27,000	(295)	99%
Total revenues	86,690	91,400	(4,710)	95%
EXPENDITURES				
Benches	-	-	-	0%
Total expenditures	-	-	-	0%
NET CHANGE IN FUND BALANCE	86,690	$ 91,400	$ (4,710)	
BEGINNING FUND BALANCE	804,167			
ENDING FUND BALANCE	**$ 890,857**			

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 TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
Interest	$ 43,631	$ 70,000	$ (26,369)	62%
Total revenues	43,631	70,000	(26,369)	62%
EXPENDITURES				
Hunter run	192,455	250,000	(57,545)	77%
Total expenditures	192,455	250,000	(57,545)	77%
NET CHANGE IN FUND BALANCE	(148,824)	$ (180,000)	$ 31,176	
BEGINNING FUND BALANCE	1,390,546			
ENDING FUND BALANCE	**$ 1,241,722**			

TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - MODIFIED ACCRUAL (BUDGETARY) BASIS
FOR THE TEN MONTHS ENDED OCTOBER 31, 2026
Unaudited

	YTD Actual	Adopted Annual Budget	YTD Variance from Annual Budget	Percent of Annual Budget (83% YTD)
REVENUES				
Transportation fees	$ 154,165	$ 110,000	$ 44,165	140%
Total revenues	154,165	110,000	44,165	140%
EXPENDITURES				
Total expenditures	-	-	-	-
NET CHANGE IN FUND BALANCE	154,165	$ 110,000	$ 44,165	
BEGINNING FUND BALANCE	510,080			
ENDING FUND BALANCE	**$ 664,245**			



HAPPY THANKSGIVING! THURSDAY, NOVEMBER 26

Town Administrator's Report

November 2026

Town of Columbine Valley
Colorado

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

Tel: 3037951434
Fax: 3037957325
jdmccrumb@columbinevalley.org



Town Administration

2027 Work Plans

Each Town department is carefully reviewing its work plans and setting priorities for next year—with the ongoing goal of responsible spending and superior service.

Spring 2027 Intern

The Town is hiring an intern for Spring 2027 from the Littleton Public Schools EPIC campus. The intern will support the Town Administrator and other departments while learning about local government.

Town Holiday Party: Dec. 8

The Holiday Party & Business Meeting will take place Tuesday, Dec. 8, 6:30 p.m. Town leaders, officials, and staff will receive an invitation by mail.

E-Waste Collection: Dec. 1–4

Town Hall is hosting an E-Waste Collection Event for safely and securely disposing of old cellphones, computers, printers, TVs, cords, and more. Residents may drop off items from 8 a.m.–1 p.m.; a copay may apply depending on the type and size of items.

Leaf Pickup: Nov. 2 & 9

Republic Services offered two days of complimentary leaf pickup with regular trash service. Residents were allowed up to 10 bags; Staff observation is that few residents participated.



Communications & Events

October 2026

Website Visitors

2,700

Communications

Shred Event Promotions

Drug Take-Back Promotions

Fall Leaf Pickup Promotions

Events Hosted

Flu Shot Clinic

Shred Event

Prescription Drug Take-Back

Print Directories Distributed (Total)

175

Building Department

Monthly Stats

11 Permits Issued

New SFR: 0

Major Remodel: 4

Roof/Solar: 0

Basement: 2

Miscellaneous: 5

34 Inspections

16 Licenses Issued

General: 7

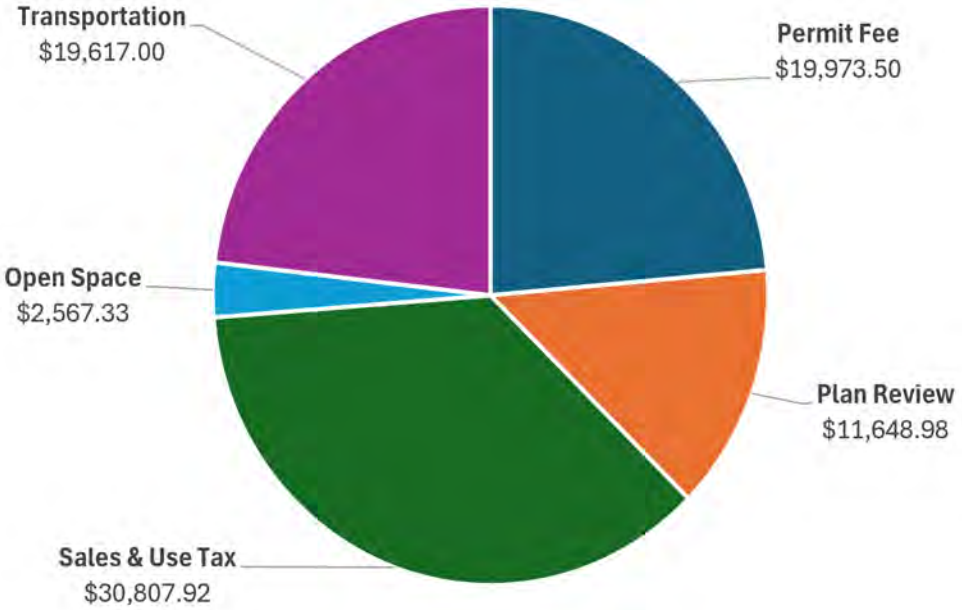
Electrical: 5

Plumbing: 2

Roofing: 1

Mechanical: 1

October Revenue: $84,993.23





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	$71,107.30	$490,860.84
August	$16,123.54	$515,648.14	$52,533.21	$543,394.05
September	$36,665.18	$552,313.32	$55,778.89	$599,172.94
October	$12,165.82	$564,479.14	**$84,993.23**	**$684,166.17**
November	$34,892.00	$599,371.14		
December	$53,816.56	$653,187.70		

Public Works Update





Intrepid Fiber Installation

Public Works has continued extensive oversight of the Town-wide fiber installation project, including:

- Monitoring directional boring, utility conflicts, traffic control, and infrastructure restoration (supply trucks and markings shown above).
- Coordinating with multiple contractors to address construction issues, minimize impacts to residents, and ensure compliance with Town right-of-way permits.
- Reviewing proposed ditch crossings and addressing unauthorized work, contractor licensing deficiencies, and damage to private infrastructure.

Wild Plum Development Acceptance

Staff has continued working with Lennar to advance Wild Plum toward probationary acceptance, including:

- Conducting detailed reviews of revised electrical record drawings and field installations, and identifying outstanding deficiencies involving circuit breakers, wiring discrepancies, and engineering documentation.
- Providing Lennar with a consolidated list of remaining requirements.

Stormwater Management & MS4 Compliance

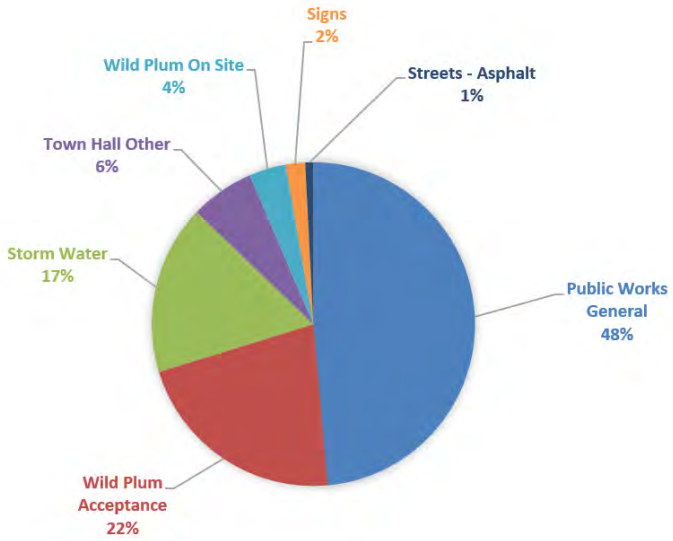
Staff continued inspecting and maintaining the Town's stormwater infrastructure, including:

- Dye testing in Burning Tree and Old Town to verify drainage connections.
- Locating and cleaning stormwater structures and identifying underground drainage infrastructure to support future GIS mapping.
- Conducting construction-site inspections and addressing stormwater violations involving sediment tracking, inadequate vehicle tracking controls, and potential illicit discharges.



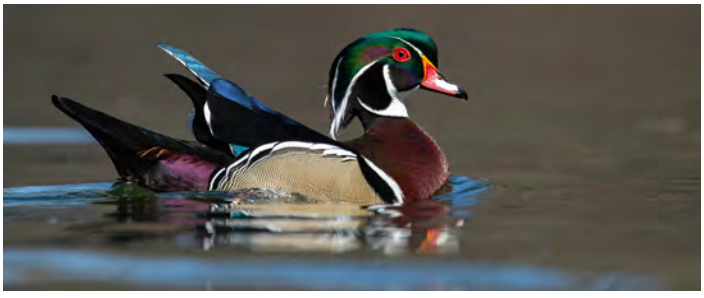
Stormwater drains into the South Platte River, so the Town takes care to manage it.

Public Works Hours



October Numbers	
Public Works General	61
Wild Plum Acceptance	27
Storm Water	21
Town Hall Other	8
Wild Plum On Site	5
Signs	2
Streets - Asphalt	1

October Weather Report	
Monthly High	87°
Monthly Low	30°
Inches of rain	1.23″
Inches of snow	0
Days of snow plowing	0
Number of salt spreading trips	0



Municipal Court

Fines Collected

Columbine Valley & 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	$3,345.00	$40,624.97
August	$41,216	$6,472.63	$47,097.60
September	$46,326	$4,175.00	$51,272.60
October	$50,411	**$6,480.00**	**$57,752.60**
November	$54,247		
December	$59,481		

Docket Summary

The Town held Municipal Court on Thursday, Oct. 15, 2026.

Type	No.
Total on Docket	39
Hearings	4
Trials	0
Early Payments & Stays	31
Collections	3
Bench Warrants	1

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 November 2026

Full Time Positions	5 of 6
Part Time Positions	3 of 5
Regular hours	980
OT hours worked	104
Off Duty	0
PTO	30

October 2026 Violations

Charges For the Date Range 10/1/2026 Thru 10/31/2026

Qty	Charge
11	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
9	703(3) FAIL TO STOP AT A STOP SIGN:
7	1204(2)(B) STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES (FIRE HYDRANT):
1	1416 REGISTRATION VIOLATION (3/2025):
28	**Total Number of Violations Issued**

E-Bike / Golf Cart

None

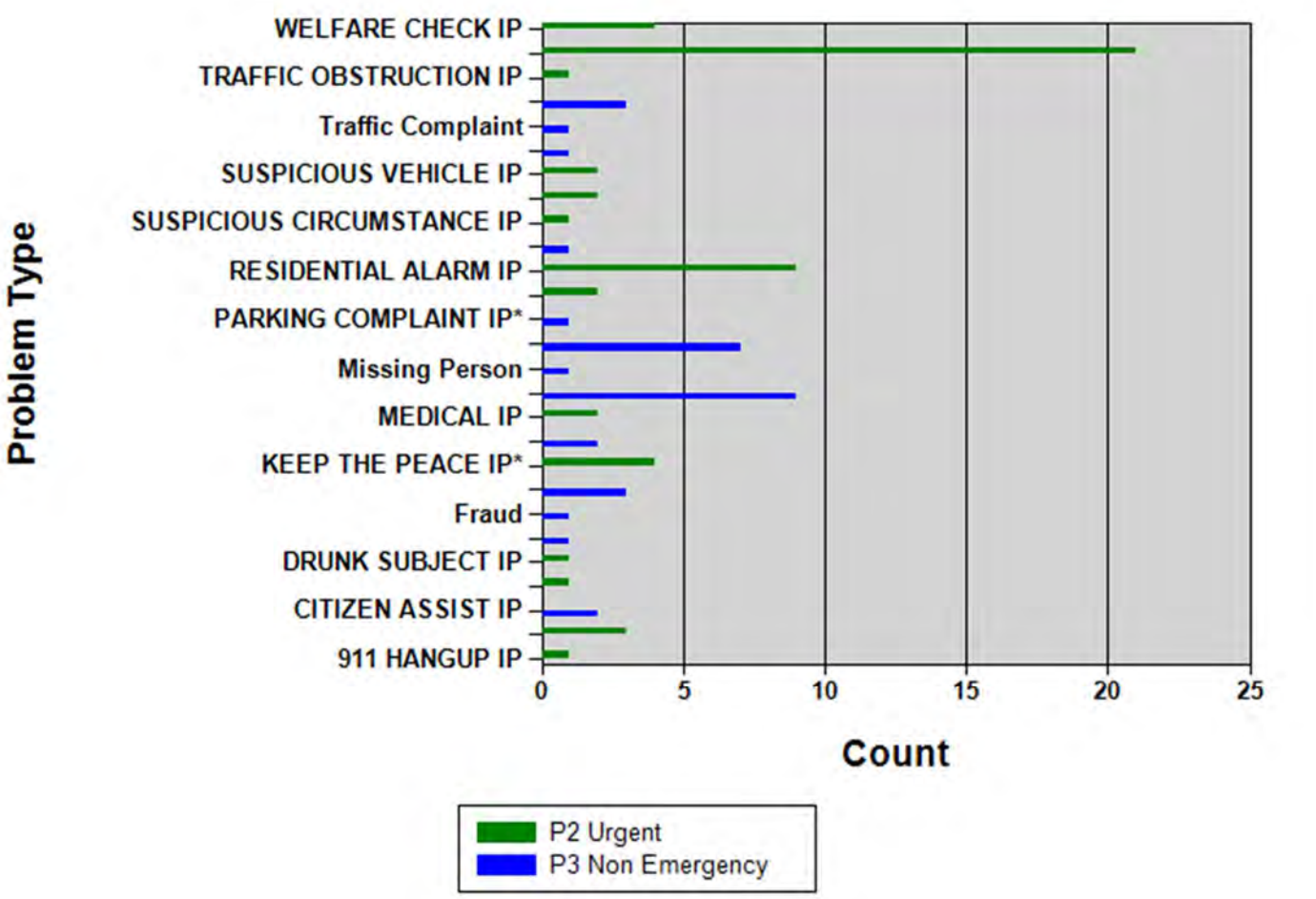
Monthly Case # Report

Case Number	Event Date	Situation Reported
CV26-0000092	10/02/2026 10:14:21 PM	Theft
CV26-0000093	10/05/2026 07:09:55 PM	DEAD ON ARRIVAL IP
CV26-0000094	10/07/2026 12:53:11 PM	Fraud
CV26-0000095	10/14/2026 06:40:22 AM	WELFARE CHECK IP
CV26-0000096	10/17/2026 08:01:43 PM	PROPERTY ACCIDENT IP
CV26-0000097	10/19/2026 12:34:02 PM	TRAFFIC COMPLAINT IP
CV26-0000098	10/27/2026 05:06:09 PM	INFORMATION IP

Problem Type Summary

9:06 AM 11/9/2026
Data Source: Data Warehouse

Agency:	**ACSO**
Division:	**Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers**
Day Range:	**Date From 10/1/2026 To 10/31/2026**
Exclusion:	• **Calls canceled before first unit assigned** • **Calls canceled before first unit at scene**



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

	Priority									
Problem Type	1	2	3	4	5	6	7	8	9	Total
911 HANGUP IP		1								1
ABANDONED VEHICLE IP*										
ACCIDENT ALERT IP										
ANIMAL CALL IP*		3								3
Assault										
ASSIST TO OTHER AGENCY IP										
Auto Theft										
AUTO THEFT IP										
Burglary										
Burglary Attempt										
BURGLARY ATTEMPT IP										
BURGLARY IP										
BUSINESS ALARM IP										
BUSINESS CHECK IP*										
CANCEL RUNAWAY IP										
Child Abuse										
CHILD ABUSE IP										
CITIZEN ASSIST IP			2							2
CODE ENFORCEMENT IP*										
Criminal Impersonation										
CRIMINAL IMPERSONATION IP										
Criminal Mischief										
CRIMINAL MISCHIEF IP										
Criminal Tampering										
CRIMINAL TAMPERING IP										
DEAD ON ARRIVAL IP		1								1
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		1								1
DUI IP										
Elder Abuse			1							1
ELDER ABUSE IP										
ELUDING IP										
FIREWORKS IP										
FOUND PERSON IP										
FOUND PROPERTY IP*										
Fraud			1							1
FRAUD IP										
Harassment										
HARASSMENT IP										
Hate Crime										
HATE CRIME IP										
HOME CHECK IP*										
Identity Theft										
IDENTITY THEFT IP										
IMPOUNDED VEHICLE IP										

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

TRAFFIC COMPLAINT IP			3							3
TRAFFIC OBSTRUCTION IP		1								1
TRAFFIC STOP IP		21								21
TRANSPORT IP										
Trespass to Property										
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										
Weapons Violation										
WEAPONS VIOLATION IP										
WELFARE CHECK IP		4								4
ZZ-Animal Call										
ZZ-Suspicious Person										
ZZ-Suspicious Vehicle										
ZZ-Unwanted Subject										
ZZ-ZONING IP										
Total		54	33							87

Request for Board of Trustee Direction

Date: November 17, 2026

Title: Housing Needs Assessment – First Draft and Public Hearing

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator; Brent Kaslon, Town Planner; Lee Schiller, Town Attorney; Kelly Anton, Communications Coordinator

Background: Colorado Senate Bill 24-174 requires the Town to conduct and publish a Housing Needs Assessment (HNA) by December 31, 2026. The assessment describes existing housing conditions, evaluates present and future housing needs, considers displacement risk and the jobs–housing relationship, and identifies potential responses. It does not approve housing development, change zoning, or establish a development mandate.

The Board reviewed preliminary findings at its October 20 meeting. The November 17 meeting provides an opportunity to review the updated assessment, conduct a public hearing, and receive comments before final consideration in December.

Work Completed Since October: Staff has incorporated additional information and analysis into the draft Housing Needs Assessment, including:

- Interviews with three local real estate professionals concerning housing availability, market demand, redevelopment, and opportunities for residents wishing to downsize.
- Additional employment information from Columbine Country Club and federal workplace employment data.
- Expanded analysis of housing needs by income level and dwelling type, incorporating regional housing-needs findings and local market conditions.
- Additional consideration of displacement risk, development capacity, and the limitations of available statistical estimates.
- Documentation of the Town's public engagement activities, including the resident survey, Board discussions, and opportunities for public comment.

The updated assessment continues to distinguish identified housing needs from theoretical development capacity. While the analysis identifies limitations in housing choice and affordability, it does not establish a sufficiently reliable numerical estimate of the Town's

housing shortage. That methodological question remains under technical and legal review.

Principal Findings: The updated assessment generally reinforces the preliminary findings presented in October:

- Columbine Valley is substantially built out, with 692 identified housing units, predominantly detached single-family homes.
- Recent residential construction primarily reflects renovation and replacement of existing homes rather than significant net housing growth.
- Most survey respondents report that their current housing meets their needs, although some express concern about finding suitable alternatives within Town as their circumstances change.
- High housing prices, limited turnover, and a narrow range of housing types create barriers for some households, particularly those seeking smaller, accessible, or lower-maintenance homes.
- Local employment and regional housing conditions demonstrate broader affordability challenges, but these do not translate directly into a measurable local housing shortage.
- Remaining development opportunities are limited and subject to physical, infrastructure, ownership, and regulatory constraints.

Public Hearing – November 17: The Board will conduct a public hearing to receive comments on the draft Housing Needs Assessment. The purpose of the hearing is to provide residents and other interested parties an opportunity to comment on the assessment's findings, supporting information, identified housing needs, and discussion of potential responses. Public comments will be documented and considered alongside any remaining technical or legal recommendations before the assessment is presented for final Board consideration. The public hearing is not intended to approve specific housing developments, amend zoning regulations, or commit the Town to particular housing policies.

Remaining Work and Next Steps: Following the public hearing, staff will review comments received and make appropriate revisions to the assessment. Remaining work includes confirmation of the housing-needs methodology, final verification of development-capacity assumptions, and completion of legal and technical review.

The revised assessment is scheduled to return to the Board on December 8 for final consideration. Following Board action, staff anticipates completing publication and required State submission steps before December 31, 2026.

Requested Board Discussion: No approval of the Housing Needs Assessment or adoption of housing policies is requested at this meeting.

Attachments: Housing Needs Assessment — Final Draft

TOWN OF COLUMBINE VALLEY

2026 Housing Needs Assessment

Public Hearing Draft | November 17, 2026

A Housing Needs Assessment is an assessment of housing need; it is not a housing development plan.

Prepared by the Town of Columbine Valley
for consideration by the Board of Trustees

Executive Summary

The Town of Columbine Valley prepared this Housing Needs Assessment (HNA) to satisfy Colorado's housing-needs-assessment requirements and, more importantly, to establish a locally grounded understanding of the Town's housing conditions, changing household needs, and realistic opportunities and constraints. The assessment combines local building and land-use records, the Town's 2020 Master Plan, community engagement, a 179-response resident survey, and State and federal demographic, economic, housing, and market data.

Columbine Valley presents a housing context unlike that of many growing Front Range jurisdictions. The Town contains approximately 692 housing units and is substantially built out. Its housing stock is overwhelmingly detached single-family housing: 648 units, or approximately 93.6 percent of the local inventory. The remaining 44 units are townhomes in Columbine Villas. No accessory dwelling units were identified in Town building records from 2010 through 2026.

Recent building activity reinforces the built-out character of the community. The major construction wave from 2020 through 2022 was driven largely by Wild Plum, a discrete redevelopment of an approximately 105-acre former horse property. Since 2023, the Town has permitted 13 new homes, but 12 were associated with scrape-and-rebuild activity, producing only about one net new housing unit over that period. The Town's development pattern has therefore shifted from major new subdivision activity toward reinvestment, remodeling, and replacement of existing homes.

The resident survey indicates substantial satisfaction with existing housing alongside a narrower but meaningful concern about future housing choice. Of 179 respondents, 96.6 percent expect their current home to meet their household needs very or somewhat well over the next ten years. Only 13.5 percent reported seriously considering leaving Columbine Valley within five years. At the same time, 67.2 percent said it would be very or somewhat important to have the option to remain in Columbine Valley if their housing needs change, while only 31.1 percent believe there is definitely a current housing option in Town that would meet their needs if they had to leave their present home.

The survey also points to aging in place, housing costs, and lower-maintenance options as issues worth understanding. Property taxes were the most frequently selected factor that could make it difficult to remain in a current home. Among possible characteristics of a future home, smaller homes, single-story living, less yard or property maintenance, and smaller lots were among the most frequently selected. At the same time, maintaining the existing character of the community was the most frequently selected overall housing issue, and more than one-third of respondents selected the statement that they do not believe Columbine Valley has a significant housing need.

These results do not by themselves establish a development need or policy response. Rather, they identify a central question for the assessment: whether the Town's existing housing stock and limited realistic development opportunities can accommodate changing household needs over time while recognizing the community's built-out condition, market realities, infrastructure constraints, and established character.

Key Findings

- Columbine Valley is substantially built out, with very limited vacant privately owned land available for residential development.
- The existing housing stock is highly concentrated in detached single-family homes, although approximately 23 percent of units are in smaller-lot or attached neighborhoods that can provide lower-maintenance living options.
- Recent residential activity is increasingly reinvestment in existing properties rather than net-new housing production.
- Most survey respondents expect their current homes to continue meeting their needs, and most are not actively considering leaving Town.

- A meaningful share of residents nevertheless values the ability to remain in Columbine Valley if housing needs change, and many are uncertain that an appropriate alternative currently exists.
- Aging in place, property-tax and insurance costs, smaller/lower-maintenance housing, and preservation of community character emerge as recurring themes.
- Any future policy response should distinguish identified housing need from theoretical development capacity and from realistic near-term development opportunity.

1. Purpose, Requirements and Methodology

1.1 Purpose

The purpose of this HNA is to describe existing housing conditions, evaluate current and future housing needs, identify displacement risks, consider the relationship between housing and employment, and assess the Town's realistic capacity to respond to identified needs. The document is intended to inform future Town discussions; it does not authorize development, amend zoning, establish a housing production target, or commit the Town to a particular land-use action.

1.2 State Requirement

Colorado Senate Bill 24-174 requires local governments to conduct and publish housing needs assessments in accordance with a methodology developed by the Colorado Department of Local Affairs (DOLA). The governing body must consider the HNA at a public meeting and submit the assessment, together with any governing-body comments, to DOLA. DOLA acceptance depends on inclusion of the statutory HNA elements and demonstration that the required baseline components were considered.

Primary statutory source: Colorado Senate Bill 24-174, C.R.S. §§ 24-32-3702 and 24-32-3703. https://leg.colorado.gov/bills/sb24-174

1.3 Analytical Approach

The Town's approach is proportional to Columbine Valley's size and development context. The analysis relies on multiple sources rather than treating any single dataset as determinative. Local administrative records are used where they provide greater precision than regional estimates; State and federal datasets are used for demographic, income, employment, affordability, vacancy, and projection measures; community engagement is used to understand resident experience and qualitative housing needs.

- Local administrative data: housing inventory, building permits, demolitions, scrape/rebuild activity, remodels and major additions, and accessory dwelling unit activity.
- Planning and land-use information: 2020 Master Plan, land-use mapping, remaining vacant parcels, redevelopment opportunities, floodplain and infrastructure constraints, and known development approvals.
- External quantitative data: State Demography Office, U.S. Census Bureau/American Community Survey, employment and wage sources, housing-market data, and applicable DOLA data bundles.
- Community engagement: resident survey, Board of Trustees meetings, Town communications, and targeted stakeholder/focus-group conversations.

The Town distinguishes among identified housing need, theoretical or planned development capacity, constrained development capacity, and realistic near-term development opportunity. This distinction is particularly important in a substantially built-out community where a numerical housing need does not necessarily correspond to land that is practically available for housing.

2. Community and Demographic Context

2.1 Community Context

Columbine Valley is a small, predominantly residential municipality in the Denver metropolitan area. The Town's development pattern is defined by established neighborhoods, the Columbine Country Club and golf course, and limited remaining undeveloped land. The 2020 Master Plan recognized that approval of Wild Plum essentially completed the Town's major land-development activity and anticipated little significant household growth within existing boundaries.

2.2 Population, Households and Demographic Trends

The State Demography Office (SDO) estimated Columbine Valley's July 1, 2024 population at 1,547 people living in 633 occupied housing units, with an average household size of 2.44. SDO estimated 681 total housing units and 48 vacant units, a 7.02 percent vacancy rate. The Town's direct 2026 administrative inventory identifies 692 residential units, 11 more than the 2024 SDO estimate. For the current housing-stock count, this HNA therefore relies on the Town's direct administrative inventory while retaining SDO estimates for population and demographic context.

The 2020–2024 American Community Survey (ACS) produces materially different small-area estimates: approximately 2,047 residents, 776 households, and 792 housing units, with substantial margins of error. The ACS estimates a median age of 50.4 years (±6.5), average household size of 2.6 (±0.7), and a homeownership rate of 97.6 percent. This divergence among datasets is itself important. In a municipality of this size, survey-based estimates can vary significantly; accordingly, this HNA uses local administrative counts where available, SDO estimates where the statute specifically calls for State demographic information, and ACS measures primarily for characteristics that are not locally tracked.

Measure	Best Available Estimate	Source / Reliability Note
Population	1,547 (2024)	SDO municipal estimate; preferred current population baseline
Occupied housing units / households	633 (2024)	SDO estimate; Town's 2026 housing inventory is 692 total units
Average household size	2.44 (2024)	SDO municipal estimate
Median age	50.4 years ±6.5	2020–2024 ACS; sampling uncertainty is material
Homeownership rate	97.6%	2020–2024 ACS; consistent with survey and local knowledge
ACS population comparison	2,047 ±333	2020–2024 ACS; shown to illustrate small-area uncertainty

Municipal population forecasts are not published by SDO; SDO forecasts are available at the county and regional levels. For Columbine Valley, future household growth is therefore evaluated using the Town's build-out condition and remaining parcel capacity rather than by mechanically applying county growth rates to a municipality with almost no remaining vacant residential land. The 2020 Master Plan's earlier 2025 projection was based largely on build-out of Wilder Lane and Wild Plum; those subdivisions are now substantially complete.

Age is particularly relevant to this assessment. The Town's 2020 Master Plan documented a long-term increase in the share of residents age 65 and older, and the resident survey reinforces the importance of life-stage change: among people reported in responding households, approximately 45 percent were age 66 or older. Because the survey is self-selected, that percentage is not used as a Townwide population estimate; it is used as evidence that older households were well represented in the engagement process.

3. Existing Housing Stock

3.1 Local Housing Inventory

Town administrative records identify approximately 692 residential units. Of these, 648 are detached single-family homes and 44 are townhomes in Columbine Villas. This equates to approximately 93.6 percent detached single-family and 6.4 percent townhome housing. The Town has no apartment buildings, duplexes, triplexes, or other known multifamily housing in the local inventory. No accessory dwelling units were identified in Town building records from 2010 through 2026.

Housing Type	Units	Share

Detached single-family	648	93.6%
Townhomes - Columbine Villas	44	6.4%
Total	692	100.0%

Housing structure type alone does not fully describe the range of housing experiences in Town. Several neighborhoods provide smaller-lot or attached housing that may be attractive to residents seeking reduced exterior maintenance or a smaller physical footprint. Willowcroft Manor, Country Club Villas, Villa Avignon, Wilder Lane, and Columbine Villas together account for approximately 162 units, or 23.4 percent of the Town's inventory. These communities should not be characterized as legally age-restricted unless independently verified; rather, they represent a portion of the stock with physical characteristics that may support changing life-stage needs.

3.2 Neighborhood Distribution

Neighborhood / Area	Units	Share of Town
Old Town	170	24.6%
Burning Tree	139	20.1%
Wild Plum / WP Metro District	95	13.7%
The Village	62	9.0%
Villa Avignon	45	6.5%
Columbine Villas	44	6.4%
Willowcroft Manor	41	5.9%
Brookhaven Estates	31	4.5%
Wilder Lane	24	3.5%
Polo Meadows	18	2.6%
Country Club Villas	8	1.2%
Country Club Estates / survey label Columbine Valley Estates	7	1.0%
Other / no HOA	8	1.2%

Old Town, Burning Tree, and Wild Plum together contain approximately 58 percent of the Town's housing stock. Old Town and Wild Plum include 265 half-acre-lot homes, approximately 38 percent of the total local inventory.

4. Residential Development and Reinvestment Trends

4.1 Building Activity, 2010-2026

Building records show two distinct periods. From 2010 through 2017, the Town permitted 54 new homes, two demolitions, and 46 remodels or major additions. New construction then accelerated as Wild Plum developed, peaking at 49 new-home permits in 2021. This surge should not be treated as a continuing growth trend; it reflected a discrete redevelopment opportunity that is now substantially complete.

Year	New Homes*	Demolitions	Scrape/Rebuilds	Remodel/Major Addition
2018	6	1	0	30
2019	12	5	5	10
2020	29	2	2	21
2021	49	3	3	26

2022	24	2	2	16
2023	3	3	3	11
2024	2	2	2	19
2025	5	4	4	21
2026	3	3	3	17

*New Homes includes both homes on newly developed lots and replacement homes constructed following demolition/scrape activity.

From 2019 through 2026, 127 new-home permits were issued, including 24 scrape/rebuild replacements, for an approximate net addition of 103 units. More recently, however, the pattern changed sharply: from 2023 through 2026, 13 new homes were permitted and 12 were scrape/rebuild replacements, yielding only about one net new unit. This is consistent with a substantially built-out community transitioning from subdivision development to reinvestment in existing properties.

4.2 Accessory Dwelling Units and Other Housing Types

Town building records identify no accessory dwelling units permitted between 2010 and 2026. The existing housing inventory also does not identify duplexes, triplexes, or apartment buildings. The absence of these forms is relevant to the assessment of housing diversity but should not, by itself, be interpreted as evidence that a particular housing type must be introduced.

5. Housing Market, Costs and Affordability

Columbine Valley is a high-cost ownership market with exceptionally limited rental housing. The 2020–2024 ACS estimates a median owner-occupied home value of approximately $1.58 million (±$197,240) and a median household income of $250,000 or more, reported at the upper ACS threshold. Approximately 97.6 percent of occupied units are estimated to be owner-occupied. Zillow's August 2026 market data place Columbine Valley's typical home value at approximately $1.69 million, among the highest municipal values in Arapahoe County. These market measures describe purchase-market conditions; they should not be treated as evidence that all existing owners have comparable incomes or liquid resources.

5.1 Income and Purchasing Power

ACS estimates indicate a highly affluent community overall, but not a uniformly high-income one. Approximately 61.5 percent of households were estimated to have incomes above $200,000, while about 3.9 percent were below $50,000, 12.6 percent were between $50,000 and $100,000, 12.9 percent between $100,000 and $150,000, and 9.1 percent between $150,000 and $200,000. These estimates have meaningful sampling error and are used as directional context rather than precise household counts.

The combination of high purchase prices and limited unit turnover means that entry into Columbine Valley is difficult for households with low, moderate, and many middle incomes, even though the Town's current resident population is relatively affluent. This is best understood as an availability and market-entry issue rather than evidence of widespread housing distress among current residents.

5.2 Housing Cost Burden and Ongoing Ownership Costs

ACS-derived estimates indicate that approximately one-quarter of owner households with a mortgage are housing-cost burdened under the conventional 30-percent-of-income measure, while the estimated burden rate is substantially lower among owners without a mortgage. The renter estimate is based on an extremely small sample and is not reliable enough to characterize a Townwide rental market. These conventional measures also do not fully capture a concern that emerged strongly in the Town survey: increasing property taxes, insurance,

maintenance, and service needs can create pressure for older or fixed-income owners even where no mortgage is present.

In the Town survey, property taxes were the most frequently selected factor that could make it harder to remain in a current home (57 respondents, 31.8 percent). Insurance costs were selected by 29 respondents (16.2 percent), home or yard maintenance by 27 (15.1 percent), and need for services or assistance by 46 (25.7 percent). These responses suggest that affordability in Columbine Valley includes both market-entry affordability and the continuing cost of remaining in an owned home.

5.3 Vacancy, Availability and Rental Housing

SDO estimated 48 vacant units among 681 total units in 2024, a 7.02 percent vacancy rate. In a predominantly ownership community, however, statistical vacancy is not equivalent to homes being available for purchase or long-term rental; vacancies can include homes between occupants, seasonal use, and other categories. The Town survey contained 178 homeowners and one renter, underscoring the very small rental segment. ACS estimates similarly place homeownership at 97.6 percent.

Market availability is therefore more informative than vacancy alone. Three targeted Realtor interviews conducted during the assessment described limited listings, extended searches for particular homes, and high demand for desirable established locations. Interviewees differed on whether the market would support additional smaller or patio-style homes, but generally agreed that downsizing within Town can be difficult and that conventional rental demand is limited. Their observations are qualitative, not a representative market survey.

5.4 Data Limitations

The ACS is indispensable for income and affordability characteristics that the Town does not collect, but it is subject to large margins of error at Columbine Valley's scale. For example, the ACS estimates 792 housing units while the Town's direct 2026 inventory identifies 692. The HNA therefore avoids false precision: local administrative counts control where available, while ACS percentages are presented as estimates and interpreted together with the survey, market information, and stakeholder input.

6. Employment, Wages and Jobs-Housing Relationship

State methodology requires consideration of jobs and wages and the relationship between local employment and housing need. Columbine Valley is primarily residential and has no commercial district. The 2020–2024 ACS estimates approximately 862 employed residents (±171), but this is a resident-based measure: many of those workers are employed outside the Town. It must not be confused with the number of jobs physically located within Columbine Valley.

Workplace-based 2023 Census LEHD/LODES estimates identify approximately 385 jobs located in Columbine Valley, as detailed below. These differ from ACS counts of employed Town residents. The Town has also requested aggregate employment information from Columbine Country Club to help interpret seasonal staffing and local employment conditions; that information is supplemental and is not required to define the Census workplace count.

Columbine Country Club employer consultation (November 2026): The Club reported 66 year-round full-time employees and 41 seasonal employees; separately, 66 full-time and 58 part-time employees; and 141 hourly and 24 salaried staff. These classification totals are not additive and may refer to different reporting periods or populations. The Club did not provide wage-band figures or information on employees' residences or commuting. Its response provides employer context but does not replace the Census workplace wage distribution. Clarification of the differing totals is pending.

6.1 Resident Workforce Context

Among residents, ACS data show a highly professional workforce and a substantial work-from-home component. Data USA's presentation of 2020–2024 ACS data reports that approximately 39.8 percent of workers worked from home and an average commute time of about 24 minutes. The largest resident employment sectors include professional/scientific/technical services, finance and insurance, and health care. These data describe residents, not local jobs, but they help explain why the Town functions primarily as a residential community embedded in the larger Denver metropolitan labor market.

6.2 Jobs-Housing Relationship

Columbine Valley participates in a regional housing and labor market. The verified 2023 all-jobs count divided by the State's 681 housing units is approximately 0.57 jobs per unit. This ratio is descriptive and does not establish a housing surplus. In the separate primary-job files, 344 Town jobs include 11 with both residence and worksite in Town and 333 held by workers residing elsewhere (approximately 96.8 percent). Local housing need for workers must consider commuting preferences, multiple earners, other income and existing housing; each job must not be counted as a separate household.

6.3 Workplace Jobs by Earnings Range

Of the 385 jobs, 148 (38.4 percent) have reported monthly earnings at or below $3,333. This supports consideration of lower-wage worker housing needs but is not a count of households needing a dwelling.

Monthly earnings	Jobs	Share	Twelve-month arithmetic equivalent
$1,250 or less	69	17.9%	$15,000 or less
$1,251–$3,333	79	20.5%	$15,012–$39,996
More than $3,333	237	61.6%	More than $39,996
Total	385	100.0%	

The annual equivalents multiply monthly category endpoints by twelve, assuming earnings continue throughout the year. They are not observed annual salaries. Monthly earnings bands cannot establish hourly pay, full-time status, household income or a mean wage; the highest category is open-ended.

6.4 Workplace Industry Distribution and Wage Context

NAICS sector	Town jobs	Share	County average annual pay proxy
11 Agriculture forestry fishing and hunting	19	4.9%	$44,341
21 Mining quarrying and oil and gas	0	0.0%	$277,336
22 Utilities	0	0.0%	$101,790
23 Construction	6	1.6%	$86,603
31-33 Manufacturing	0	0.0%	$79,502
42 Wholesale trade	8	2.1%	$119,836
44-45 Retail trade	0	0.0%	$47,137
48-49 Transportation and warehousing	2	0.5%	$74,306
51 Information	18	4.7%	$137,555

NAICS sector	Town jobs	Share	County average annual pay proxy
52 Finance and insurance	19	4.9%	$123,127
53 Real estate rental and leasing	1	0.3%	$85,784
54 Professional scientific and technical services	36	9.4%	$125,625
55 Management of companies	2	0.5%	$142,140
56 Administrative support and waste services	3	0.8%	$65,163
61 Educational services	4	1.0%	$56,737
62 Health care and social assistance	122	31.7%	$69,063
71 Arts entertainment and recreation	119	30.9%	$72,688
72 Accommodation and food services	4	1.0%	$30,556
81 Other services except public administration	7	1.8%	$58,655
92 Public administration	15	3.9%	$82,602
Total	385	100.0%	$83,533

Town job counts are LODES 2023. Annual pay benchmarks are Arapahoe County 2023 QCEW total wages divided by annual average employment, combining mutually exclusive published ownership categories. They are county industry proxies, not measured Columbine Valley wages or employer payroll. In particular, county arts and recreation pay must not be described as Country Club employee pay. County aggregate pay includes unclassified employment. The two largest Town sectors are health care and social assistance (122 jobs, 31.7 percent) and arts, entertainment and recreation (119 jobs, 30.9 percent). A sector does not identify a particular employer; worksite and industry coding should be checked for reasonableness using local knowledge.

6.5 Methodology and Limitations

Select Colorado crosswalk records with incorporated-place code stplc 0816385, join tabblk2020 to WAC w_geocode, and sum C000, CE01–CE03 and CNS01–CNS20 for workforce segment S000 and job type JT00. The crosswalk assigns 23 Census blocks to Town; 12 contain 2023 WAC job records. Both the three earnings counts and the twenty industry counts sum to 385. These are the incorporated Town boundaries, not Columbine CDP or ZIP Code 80123.

The downloaded primary release is LODES format 8.5, data vintage 20261014_0725, with 2025 TIGER/Line geography and 2020 Census blocks. It reproduces the website's version-8.4 tabulation, but the assessment cites the release actually used. An independent check of block reference points against Census ACS 2025 and current incorporated-place polygons produces the same 23 assigned blocks without extra or missing points. This checks Census place assignment, not business-address accuracy or legal parcel boundaries.

LODES counts covered jobs, not unique people or full-time equivalents, and includes secondary jobs under JT00. The corresponding primary-job total, JT01, is 344 and is used only for the commuting calculation. Administrative coverage, worksite geocoding, disclosure protection and industry coding can affect small-area results. Self-employment, military and informal employment are not comprehensively represented. A resident working remotely is not necessarily a local LODES workplace. The 2023 historical baseline must not be described as a current 2026 employer census.

7. Community Engagement and Resident Survey

7.1 Engagement Approach

Community outreach included a postcard mailed to all homes, email to the Town directory, coordination with neighborhood and HOA representatives, the Town website, public Board of Trustees meetings, and opportunities to contact Town staff. The resident survey was administered through SurveyMonkey in September 2026. The engagement record documents additional public-review opportunities and targeted Realtor interviews. To ensure participation was not limited to residents with internet access or familiarity with online surveys, a paper version was also available. One household submitted a paper survey, and staff entered those responses into SurveyMonkey for inclusion in the overall results.

The final survey dataset contains 179 responses, equivalent to approximately 25.9 percent of the Town's 692 housing units. The survey requested one response per household. Participation substantially exceeded the Town's internal engagement goal of approximately 20 percent of households. Because participation was voluntary and self-selected, the results are not treated as a statistically random sample; they are used as a strong qualitative and descriptive community-engagement dataset alongside administrative and external quantitative sources.

7.2 Participation by Neighborhood

Neighborhood	Homes	Responses	Response Rate
Brookhaven Estates	31	8	25.8%
Burning Tree	139	28	20.1%
Columbine Villas	44	19	43.2%
Columbine Valley Estates	7	3	42.9%
Country Club Villas	8	5	62.5%
Old Town	170	41	24.1%
Polo Meadows	18	5	27.8%
The Village	62	11	17.7%
Villa Avignon	45	19	42.2%
Wild Plum / WP Metro District	95	21	22.1%
Wilder Lane	24	4	16.7%
Willowcroft Manor	41	10	24.4%
Other / Not part of an HOA	8	2	25.0%

Responses were received from every listed neighborhood or area. Participation rates varied, but the final response pool included substantial representation from the Town's largest neighborhoods and improved markedly in several areas after targeted reminders. Neighborhood-level results should be interpreted cautiously where the number of responses is small.

7.3 Current Housing Fit and Likelihood of Moving

150 respondents (83.8%) expect their current home to meet household needs very well over the next ten years, and another 23 (12.8%) selected somewhat well. Combined, 96.6% expect their current home to perform at least somewhat well. Only five respondents selected not very well or not at all.

Among 178 respondents to the five-year moving question, 136 (76.4%) had not seriously considered leaving Columbine Valley, while 24 (13.5%) had and 16 (9.0%) were unsure.

7.4 Factors That Could Make Remaining More Difficult

Potential Challenge	Selections	Share of All Respondents
Property taxes	57	31.8%
None of these	50	27.9%
Need for services or assistance	46	25.7%
Insurance costs	29	16.2%
Home or yard maintenance	27	15.1%
Desire for a smaller home or lot	22	12.3%
Stairs or other accessibility concerns	18	10.1%
Size of the home	15	8.4%
Need to be closer to family or support	10	5.6%
Utilities or other household expenses	5	2.8%
Mortgage or housing payments	3	1.7%

Property taxes were the most frequently selected challenge, followed by need for services or assistance, insurance costs, home or yard maintenance, and desire for a smaller home or lot. Fifty respondents selected “None of these.” Multiple selections were permitted, so percentages do not sum to 100 percent.

7.5 Desire to Remain in Town and Availability of Alternatives

If housing needs change, 56 respondents (31.6%) said having the option to remain in Columbine Valley would be very important and 63 (35.6%) said somewhat important. Combined, 67.2% expressed at least some importance.

When asked whether a current housing option in Town would meet their needs if they wanted or needed to leave their present home, only 55 of 177 respondents (31.1%) answered yes. 56 (31.6%) answered no, 47 (26.6%) answered maybe, and 19 (10.7%) were unsure. This is one of the survey’s clearest indicators of a potential housing-choice gap, although it does not establish the quantity or feasibility of additional housing.

7.6 Characteristics of a Potential Future Home

Characteristic	Selections	Share of All Respondents
I do not anticipate wanting a different home in Columbine Valley	79	44.1%
Smaller home	60	33.5%
Single-story living	49	27.4%
Less yard or property maintenance	44	24.6%
Smaller lot	30	16.8%
Lower purchase price	17	9.5%
Accessible or adaptable design	11	6.1%
Lower ongoing housing costs	10	5.6%
Ability to accommodate family members or caregivers	10	5.6%
Larger home or lot	8	4.5%

The most common response was that the household does not anticipate wanting a different home in Columbine Valley. Among specific characteristics, smaller homes, single-story living, less yard/property maintenance, and smaller lots were most frequently selected. These preferences are consistent with an aging-in-place or life-stage

transition issue, but the survey does not establish that every respondent selecting these characteristics would move or purchase such a product.

7.7 Family and Community Connections

39 respondents (21.8%) reported having family members or others close to them who would like to live in or near Columbine Valley but have difficulty finding housing that meets their needs or budget. Among identified challenges, purchase price was most common, followed by availability of homes and size or type of available homes.

7.8 Overall Housing Issues Identified by Residents

Issue	Selections	Share of All Respondents
Maintaining the existing character of the community	72	40.2%
I do not believe Columbine Valley has a significant housing need	61	34.1%
Ability of longtime residents to remain in Town as they age	60	33.5%
Availability of smaller or lower-maintenance homes	35	19.6%
Housing affordability	35	19.6%
Preservation and reinvestment in existing homes	31	17.3%
Opportunities for younger households or families to live in Town	22	12.3%
Ability to accommodate changing family or caregiving needs	22	12.3%
Limited land available for additional housing	15	8.4%
Accessibility of existing homes	2	1.1%

Maintaining the existing character of the community was the most frequently selected issue. Ability of longtime residents to remain as they age was also prominent. At the same time, 61 respondents selected the statement that they do not believe Columbine Valley has a significant housing need. These responses demonstrate that residents are simultaneously attentive to life-stage and affordability concerns and cautious about changes that could alter the Town's established character.

7.9 Open-Ended Comments

Thirty-six respondents provided open-ended comments. Recurring themes included concern about property taxes and other carrying costs; opposition to increased density or substantial additional development; the Town's limited remaining land; desire to preserve neighborhood character; traffic impacts; and, from a smaller number of respondents, interest in patio homes, condominiums, or other smaller housing options for aging residents and smaller households. Several comments addressed topics outside the direct scope of the HNA, including HOA governance, traffic controls, parks, street signs, and State-local relations. Those comments are retained in the engagement record but are not treated as housing findings unless independently supported by relevant data.

7.10 Real Estate Professional Interviews

The Town conducted three targeted interviews with real estate professionals familiar with Columbine Valley. Participants were selected for local market experience; their comments are qualitative professional observations and are not a statistically representative market study. Interview dates and the complete participant record should be retained in the engagement file.

Interviewees consistently described long homeowner tenure and moves associated with aging, downsizing, property upkeep, family proximity, and health or senior-living transitions. They also described limited resale

inventory and interest in established neighborhoods, mature landscaping, larger lots, and proximity to Columbine Country Club.

Older homes, especially in Old Town, are often substantially remodeled or replaced, although the pattern varies by neighborhood and property condition. Realtors described buyer interest in larger, updated single-family homes and acknowledged that some residents find it difficult to downsize within Town while reducing costs.

Opinions differed about additional smaller or patio-style homes: some viewed existing options as sufficient, while another described meaningful potential demand for newer, smaller homes at lower prices. Participants generally reported little demand for additional conventional rental housing within Town. All emphasized the scarcity of undeveloped land. These observations provide market context but do not quantify a shortage or establish development feasibility.

8. Current and Future Housing Needs

8.1 Housing Need Is Multi-Dimensional

For Columbine Valley, housing need cannot be reduced to a single unit-production number. The Town must consider the State's quantitative estimates by income and dwelling type, but local conditions require additional interpretation. The community is substantially built out, ownership is dominant, rental housing is minimal, and the existing stock is concentrated in detached single-family homes. A numerical estimate of housing need therefore must be read alongside household change, affordability, market availability, and realistic development capacity.

8.2 Emerging Local Need Themes

- Aging and life-stage transition: the survey indicates interest in smaller homes, single-story living, and reduced maintenance, while the Master Plan previously recognized the importance of options for residents who wish to remain in Town as their needs change.
- Ongoing carrying costs: property taxes and insurance emerged more strongly than mortgage payments or utilities as potential pressures on existing residents.
- Housing choice rather than widespread dissatisfaction: most respondents report that their current home works well, but many are less confident that another suitable option exists within Town if their needs change.
- Entry and family proximity: some respondents identify purchase price and limited availability as barriers for family members or others who would like to live nearby.
- Preservation and reinvestment: building data show an established pattern of remodeling, major additions, and scrape/rebuild activity, indicating that adaptation of the existing stock is a major component of the Town's housing market.

8.3 Housing Need by Income and Dwelling Type

Regional Context and Local Interpretation

Columbine Valley is part of the Denver metropolitan housing market. The Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment provides regional context, but regional needs are not automatically municipal construction targets. The Town's approximately 692 housing units are predominantly owner-occupied detached homes, with limited rental inventory, high entry prices, and little vacant developable land. This assessment considers both regional needs and the Town's distinctive local conditions.

Conditional Quantitative Housing-Need Scenario

Using State Demography Office (SDO), Census American Community Survey (ACS), and DOLA methodology inputs, the Town Planner developed a preliminary scenario estimating 14 current unit equivalents and 61 additional unit equivalents over 2026–2036, or 75 combined. These are conditional planning estimates, not verified counts of

missing homes, a forecast of construction, or a Town housing-production requirement. The current scenario consists of 13 ownership and 1 rental unit equivalents; the additional scenario consists of 59 ownership and 2 rental unit equivalents.

Modeled unit equivalents by area median income (AMI) and tenure

Income band	Current ownership	Current rental	Additional ownership 2026–36	Additional rental 2026–36
Extremely low: ≤30% AMI	0.22	0.02	0.98	0.03
Very low: >30–50% AMI	0.29	0.02	1.31	0.04
Low: >50–80% AMI	1.25	0.10	5.66	0.19
Moderate: >80–120% AMI	0.72	0.06	3.28	0.11
Middle: >120–140% AMI	0.89	0.07	4.02	0.14
Upper: >140% AMI	9.47	0.73	43.00	1.46
Income unresolved in source	0.16	0.01	0.74	0.03
TOTAL (rounded model)	13	1	59	2

Note: Decimal values preserve small modeled needs that would otherwise round to zero. Column totals are rounded model totals and may not equal the sum of displayed decimal components. AMI is HUD area median family income adjusted for household size, not the Town's median household income.

Methodology and Limitations

The model uses SDO's estimate of 609 occupied homes in 2025 as a provisional 2026 household baseline, rather than the Town's direct inventory of 692 total housing units; these measures are not interchangeable. It applies ACS tenure shares of 757 owner and 19 renter households out of 776, Census point estimates of zero overcrowded households and zero market-available for-sale or rental vacancies, and functional vacancy allowances of 2% for ownership and 5% for rental. For the ten-year scenario, it applies Arapahoe County's projected household growth of 9.66% (264,734 households in 2026 to 290,302 in 2036) to the Town baseline, with future vacancy allowances. The county growth rate is a scenario assumption, not a forecast that Columbine Valley can or will grow at that rate.

The State bundle's six Town income categories total 710 households against a reported 719; nine households remain unresolved in the source. The model applies the pooled Town income distribution to both owner and renter scenarios because the local rental-income sample is very small. Consequently, most modeled need falls above 140% AMI. This reflects the incomes of households currently able to live in Town and may understate unmet needs among lower-income commuters and households excluded by existing prices. Census vacancy estimates also have substantial small-area uncertainty, and verified market-available vacancies could change the current estimate. These limitations make the figures illustrative rather than precise.

Housing Need by Dwelling Type

For-sale housing dominates the existing market; high prices and limited turnover constrain entry. Rental housing is scarce, although Realtor interviews did not establish substantial additional local rental demand. Resident survey responses and three Realtor interviews identify some interest in smaller, lower-maintenance and single-level homes for downsizing and aging in place, with differing views about the extent of unmet demand. The Town lacks comprehensive inventories of accessible or visitable homes and has not identified dedicated supportive housing within Town. Regional rental, accessible, visitable, and supportive housing needs remain relevant even where a Town-specific numerical allocation cannot be supported.

The resident survey found that 96.6% of respondents expect their present home to meet their needs at least somewhat well over ten years; 67.2% consider remaining in Town important if their needs change, while 31.1%

definitely believe a suitable alternative exists. The voluntary survey and Realtor interviews inform housing-choice needs but do not establish a statistically measured shortage by dwelling type.

Relationship to Development Capacity

The conditional 75-unit modeled scenario is distinct from land-use capacity. The 2020 Master Plan table identified a maximum of 42 units on listed redevelopment parcels, including six on the Schoomp/Wallace property subsequently developed. Removing that parcel yields a maximum of 36 units on the remaining listed parcels, including existing homes—not necessarily 36 net new units. The same Master Plan table identifies seven existing homes on those remaining parcels, implying approximately 29 theoretical net additional units if all maximum densities were realized. These are arithmetic interpretations of historical planning assumptions, not approved projects or estimates of feasible construction; site, ownership, access, floodplain, and infrastructure constraints may reduce capacity considerably.

Conclusion

The model provides a transparent numerical scenario for statutory review while the local evidence identifies high market-entry costs, limited housing choice, and possible unmet demand for smaller or adaptable homes. Neither the modeled need nor theoretical capacity establishes a development obligation. The Town will consider regional context, local conditions, and public input in evaluating proportionate responses.

8.4 Future Need and Build-Out

SDO does not publish municipal population forecasts; forecasts are available at county and regional scales. Applying county growth rates directly to Columbine Valley would overstate locally achievable household growth because the Town is substantially built out. For this HNA, future local housing change is therefore bounded by parcel capacity and redevelopment rather than by a simple population-growth multiplier. The Town may still experience demographic change, turnover, and changing housing preferences without significant net unit growth.

9. Displacement Risk

Displacement risk considers whether households may be pressured to leave their community because of housing costs, redevelopment, demographic or market change, or other housing instability. Columbine Valley differs from communities experiencing large-scale renter displacement because the local housing stock is overwhelmingly owner-occupied and the survey itself included 178 homeowners and one renter. Nevertheless, displacement risk can also take the form of older or fixed-income owners becoming unable to sustain increasing taxes, insurance, maintenance, or service needs.

The available Townwide indicators suggest limited aggregate exposure to renter-driven displacement, but do not quantitatively show low risk for each renter or owner. High homeownership and median income can conceal households with cost, accessibility or service pressures. The survey provides useful engagement evidence but is dominated by owners and cannot establish a Townwide rate of housing instability or a neighborhood risk classification.

DOLA's displacement-risk guidance calls for consideration of quantitative indicators and community engagement. Available Town-level indicators suggest relatively limited renter displacement exposure because rental tenure is uncommon and household incomes are high overall. ACS estimates also indicate high homeownership, although their large margins of error limit neighborhood-level interpretation.

Columbine Valley nevertheless has a different potential displacement pathway: aging homeowners or households on fixed incomes may face increasing property taxes, insurance, maintenance, accessibility, or service costs. At the same time, scrape/rebuild activity can replace an older, potentially smaller home with a substantially more expensive one, gradually changing the price distribution of the stock. The resident survey gives direct support for monitoring these pressures even though it does not indicate broad current instability.

Based on the available indicators and resident engagement, this assessment has not identified a particular neighborhood with demonstrably higher residential displacement risk than the Town overall. This does not mean that individual households are free from displacement pressures: rising taxes, insurance and maintenance costs, accessibility needs, and the effects of redevelopment may affect residents across neighborhoods. Small-area data limitations prevent a reliable finer-grained ranking of risk. This conclusion remains subject to legal review against DOLA displacement-risk guidance.

9.1 Community Engagement Indicators

- 31.8 percent of survey respondents selected property taxes as a factor that could make it harder to remain in their current home.
- 16.2 percent selected insurance costs; 15.1 percent selected home or yard maintenance; and 25.7 percent selected need for services or assistance.
- Open-ended comments included several concerns from older residents about rising property-tax burdens.
- The Town's building history documents ongoing scrape/rebuild and major remodeling activity, which should be considered when evaluating change in the price and size distribution of the housing stock.

10. Development Capacity and Constraints

10.1 Substantially Built-Out Condition

The Town's 2020 Master Plan concluded that major land-development opportunities were essentially exhausted following Wild Plum. Current Planning review is consistent with that conclusion. Only one vacant privately owned parcel, 801 Watson Lane, is presently identified as reasonably developable. Other vacant land is associated with the golf course, Town ownership, HOAs/metro districts, infrastructure, recreation, or common-area purposes and is not presently considered part of realistic residential development capacity.

10.2 Infill and Redevelopment Opportunities

Planning has identified several parcels previously discussed as potential infill or redevelopment opportunities, including 4 South Middlefield Road, 401 South Watson Lane, 3220 West Lake Avenue, 500 South Watson Lane, and 600 South Watson Lane. These properties are already developed with at least one residence and therefore represent redevelopment rather than vacant-land development. One property previously identified in the 2020 Master Plan has since been developed with a large single-family home, reducing the previously identified redevelopment potential.

10.3 Watson Lane Constraints

The Watson Lane area illustrates the difference between theoretical capacity and realistic development capacity. Potential development may require significant coordination for access, floodplain management, utility service, drainage and detention, and traffic. Added density could require secondary access involving property controlled by neighboring entities. Two properties are affected by the 100-year floodplain. Achieving the maximum density contemplated in prior planning may also require coordination among multiple property owners; separate development could materially reduce developable land because of independent floodplain mitigation and detention requirements.

10.4 Capacity Framework

Capacity Concept	Meaning for Columbine Valley
Theoretical / planned capacity	Maximum units that planning documents or conceptual scenarios may suggest.

Constrained capacity	Capacity after accounting for floodplain, access, utilities, drainage, parcel configuration and ownership.
Realistic near-term capacity	Housing that could reasonably be expected given current ownership, market conditions, infrastructure, approvals and coordination requirements.

The HNA does not equate theoretical capacity with expected housing production. Planning staff has identified a potential upper-bound capacity of up to 36 maximum permitted dwelling units on the remaining parcels identified in the 2020 Master Plan table (including seven existing units), or approximately 29 theoretical net additional units. These figures derive from historical Master Plan density assumptions and are not verified buildable capacity. It does not establish the timing, affordability, tenure, or likelihood of construction. Physical constraints, land ownership, infrastructure, approvals, and market economics could reduce realistic capacity substantially. Housing need and development capacity remain separate analytical questions.

The HNA should not equate theoretical capacity with expected housing production. This distinction is necessary to accurately describe a small, substantially built-out municipality.

10.5 Water Supply and Utility Considerations

The Town does not directly provide utility services. Denver Water delivers potable water, while sanitary sewer service is provided through Platte Canyon Water and Sanitation District, Southwest Metropolitan Water and Sanitation District, and Columbine Water and Sanitation District. Existing subdivisions are served through these regional systems rather than a Town-operated water utility.

For HNA purposes, the relevant future water-supply question is incremental rather than systemwide. The Town is not planning another development comparable to Wild Plum, and realistic near-term net unit growth is limited by parcel availability and redevelopment constraints. Any additional units in the Watson Lane area or other redevelopment parcels would require project-specific confirmation of utility service and capacity. Planning has already identified utility coordination as one of the constraints in the Watson Lane area. Because the Town does not control the potable-water system and no final development program exists for the remaining parcels, this HNA does not assign an unsupported gallon-per-day estimate; instead, it identifies the number and location of realistic housing opportunities and requires utility-provider confirmation as development is proposed.

11. Local Housing Resources and Programs

The Town does not currently maintain dedicated housing or affordable-housing programs, housing funds, financial incentives, property held for housing purposes, or related housing expenditures. This is an important baseline condition for the State methodology. It also reflects the Town's historic role as a small, predominantly residential municipality rather than a direct housing provider.

Potential responses are framed as options for future consideration rather than commitments to develop new housing. The Town should evaluate them in light of the needs identified, its limited land supply, and the practical limits of municipal authority and resources.

State methodology calls for recommended policy or programmatic responses to identified housing needs and displacement risks. At the draft stage, the Town should avoid selecting responses before the external quantitative analysis and stakeholder input are complete. The following response categories are appropriate for evaluation against the final findings; inclusion here does not constitute a recommendation to adopt any particular strategy.

- Monitor and periodically update housing, demographic, and redevelopment indicators so future decisions are based on local conditions.
- Preserve and facilitate reinvestment in the existing housing stock, including adaptations that allow residents to age in place where feasible.
- Evaluate whether existing regulations unnecessarily constrain smaller, lower-maintenance, single-story, accessible, or adaptable housing where a realistic redevelopment opportunity exists.
- Consider non-land-use strategies addressing aging in place, accessibility, service connections, and resident education, recognizing that some housing challenges cannot be solved through new construction.
- Continue to distinguish housing affordability for prospective buyers from ongoing carrying-cost pressures experienced by existing homeowners.
- Use parcel-specific analysis for any future infill or redevelopment proposal rather than assuming broad Townwide development capacity.
- 13. Conclusions

13. Preliminary Conclusions

The external data reinforce the local findings while requiring caution. SDO places the 2024 population at approximately 1,547 with 633 occupied units; ACS estimates indicate a high-income, highly owner-occupied community, but with substantial sampling uncertainty. Workplace-based Census data identify approximately 385 jobs in Town in 2023, with earnings distributions described in Section 6. Realtor interviews reinforce the themes of long tenure, limited available inventory, substantial renovation and replacement activity, and mixed evidence regarding additional downsizing-oriented housing. The remaining technical question is how to present the State housing-need estimates by income and dwelling type without implying unsupported municipal precision.

Appendix A. HNA Compliance and Data Matrix

Topic	Local / External Evidence	Draft Location
Existing housing stock	Town inventory; ACS/DOLA	Sections 3-4
Housing need by income and dwelling type	SDO HNA bundle; ACS/HUD; local inventory	Sections 5 and 8
Number of households	SDO/ACS	Section 2
Jobs by salary/wage	ACS resident context; LEHD/LODES workplace table pending	Section 6
Regional/state housing need and economic dependencies	DOLA methodology/data	Sections 6 and 8
Displacement risk	DOLA indicators; survey; building trends	Section 9
Population/job/demographic trends	SDO/ACS	Section 2
Local affordable-housing resources	Town Finance	Section 11
Vacancy/housing instability	SDO 2024; ACS; survey	Sections 5 and 9
Job-housing balance	Employment data / stakeholder input	Section 6
Development capacity / market limitations	Master Plan; Planning; building data	Section 10
Water supply needs	Denver Water / sanitation providers; Planning constraints	Section 10.5
Community engagement	179-response survey; meetings; outreach	Section 7
Recommended responses	Synthesis of findings	Section 12

Appendix B. Resident Survey Summary

Final responses: 179. Approximate response equivalent: 25.9% of 692 Town housing units. Survey was voluntary and self-selected and should not be interpreted as a random-sample opinion poll.

Measure	Result
Current home expected to meet needs very/somewhat well	96.6%
Seriously considered leaving within five years - Yes	13.5%
Seriously considered leaving within five years - No	76.4%
Remaining in Town if needs change - very/somewhat important	67.2%
Believe a suitable alternative currently exists in Town - Yes	31.1%
Believe a suitable alternative currently exists in Town - No	31.6%
Family/close others face difficulty finding suitable/budget housing - Yes	21.8%
Respondents who own their home	99.4%

Appendix C. Community Engagement and Public Review Record

August 18, 2026: Staff introduced the HNA process and planned public participation to the Board of Trustees.

September 2026: Resident survey promoted by postcard to all homes, Town-directory email, and neighborhood/HOA coordination; 179 voluntary responses received. Survey responses are not a random sample.

September 15, 2026: Board received an engagement and project-schedule update.

September-October 2026: Town HNA webpage and established Town communication channels offered project information and opportunities to comment.

October 20, 2026: Preliminary findings presented to the Board. No public comments were received during that discussion; Trustees requested no changes and gave no additional direction. This does not constitute approval of the findings.

October-November 2026: Three targeted Realtor interviews conducted; principal themes incorporated in Section 7.10. Interview dates and participant details should be confirmed for the final record.

November 2026: Revised draft to be posted for public review in advance of the November 17 hearing. Actual posting date and any correspondence received will be recorded.

November 17, 2026: Public hearing scheduled. Comments, if any, and resulting revisions will be documented after the meeting.

December 8, 2026: Final Board consideration scheduled. The record will be updated with the action actually taken and publication/submission dates.

Public comments received through email, telephone, or written correspondence outside Board meetings remain subject to verification by Town staff.

Appendix D. Principal Sources

- Town of Columbine Valley, 2020 Master Plan.
- Town of Columbine Valley Building Department, residential permit history, 2010-2026.
- Town of Columbine Valley Planning Department, land-use and development-capacity review, 2026.
- Town of Columbine Valley Finance Department, housing-resource review, 2026.
- Town of Columbine Valley 2026 Housing Needs Survey, final SurveyMonkey export, September 2026.
- Colorado General Assembly, Senate Bill 24-174 (2024), Sustainable Affordable Housing Assistance: https://leg.colorado.gov/bills/sb24-174
- Colorado Department of Local Affairs, Housing Needs Assessment Methodology and Displacement Risk Guidance: https://cdola.colorado.gov/land-use/housing-needs-assessment
- Colorado State Demography Office, municipal population/housing estimates and HNA data bundles: https://demography.dola.colorado.gov/
- Colorado State Demography Office, Population and Household Estimates for Colorado Counties and Municipalities, 2024.
- U.S. Census Bureau, American Community Survey, 2020-2024 5-Year Estimates for Columbine Valley town, Colorado.
- Data USA, Columbine Valley profile, presenting 2020-2024 ACS resident employment and commuting measures: https://datausa.io/profile/geo/columbine-valley-co
- Zillow, Columbine Valley / Arapahoe County home-value market data, 2026.

Town of Columbine Valley, 2020 Master Plan, Programs, Services & Utilities chapter; Town website utility-provider information.

- U.S. Census Bureau, Longitudinal Employer-Household Dynamics (LEHD), LODES 8.4, 2023 Workplace Area Characteristics and OnTheMap; municipal geography and aggregation methodology described in Section 6. https://lehd.ces.census.gov/data/#lodes
- Town of Columbine Valley, targeted interviews with three real estate professionals, 2026; interview notes maintained in Town HNA project file.
- Town of Columbine Valley, HNA public engagement materials, Board packets and project webpage, 2026. https://columbinevalley.org/government/2026-housing-needs-assessment/

Denver Regional Council of Governments (DRCOG), Regional Housing Needs Assessment (2024); regional findings used for context, not as a verified municipal allocation. https://drcog.org/

Columbine Country Club, aggregate employment information provided to the Town, November 2026; classification totals may reflect different reporting periods.

Board of Trustee Presentation Memo

Date: November 17, 2026

Title: Snow Operations – Public Works

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

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.

The November meeting will feature a close-up review of the Town’s Public Works Snow Operations.

Attachments: None.

Action: No action is necessary.

Request for Board of Trustee Action

Date:	November 17, 2026
Title:	Trustee Bill #9, Series 2026 – Concerning Permit Fees
Presented By:	Lee Schiller, Town Attorney
Prepared By:	Lee Schiller, Town Attorney
Background:	The Town requires permits for certain work conducted within the public right-of-way (ROW). The established permit fee is intended to cover the Town's ordinary administrative expenses associated with reviewing, issuing, and administering these permits. In the vast majority of cases, the existing fee is sufficient to cover the Town's costs. Occasionally, however, a project requires additional Town involvement beyond routine permit administration. This may include engineering review, legal consultation, additional inspections, monitoring, or other professional services. Under these circumstances, the Town may incur expenses that exceed the amount collected through the standard permit fee. This Bill amends Section 12.13.060 of the Municipal Code to clarify that permit applicants are responsible for additional costs incurred by the Town that are directly attributable to their permitted work. The ordinance does not change the existing permit fee or impose additional charges on routine permits. Rather, it establishes a mechanism for the Town to recover actual expenses when those costs exceed the amount covered by the permit fee. The amendment also requires that outstanding charges be paid before a permit is closed and, where applicable, before the Town accepts completed work or releases associated financial security.
Recommendation	Staff recommends approval of Trustee Bill No. 9, Series of 2026, on first reading. The proposed amendment provides a reasonable means of recovering extraordinary permit-related expenses while ensuring that costs associated with individual projects are borne by the responsible applicants rather than the Town's taxpayers.
Attachments:	Trustee Bill #9, Series 2026
Recommended Motion(s):	"I move to approve as presented Trustee Bill #9, Series 2026 on 2nd Reading."

TRUSTEE BILL NO. 9
SERIES OF 2026

INTRODUCED BY
TRUSTEE: BETSY
MCCAIN

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY CONCERNING PERMIT FEES

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

Section 1. That Section 12.13.060 is hereby amended to add a new subsection (c) to read as follows:

Section 12.13.060 (c). The permit covers the Town's ordinary administrative costs associated with issuance and routine administration of the permit. The Applicant shall be responsible for all additional costs incurred by the Town that are directly attributable to the review, inspection, administration, monitoring, enforcement, or completion of work authorized by the permit. Such cost may include, but are not limited to, engineering, legal, consulting, testing, inspection, additional staff or contractor services, labor, materials and equipment. If the Town's actual costs exceed the amount covered by the permit fee, the Applicant shall reimburse the Town for such additional costs upon receipt of an invoice. All outstanding amounts shall be paid before the permit is closed and where applicable, before the Town accepts the work or releases any bond, deposit or other financial security.

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

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

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

Introduced as Trustee Bill No. 9, series of 2026, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of October, 2026, passed by a vote of 7 for and 0 against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and _____ against on the17th day of November, 2026, and ordered published in the Littleton Independent on the ____ day of _____, 2026.

_____
Dave Heulskamp, Mayor

ATTEST:

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

Request for Board of Trustee Action

Date: November 17, 2026

Title: Adopt Updates to the Zoning Code and Land Use Regulations, 2nd Reading

Presented By: Brent Kaslon, Town Planner

Prepared By: Brent Kaslon, Town Planner; Lee Schiller, Town Attorney

Background: In May of 2025, the Town of Columbine Valley adopted mandatory changes required by the State of Colorado that specify subject jurisdictions allow accessory dwelling units. While the Town of Columbine Valley had provisions already approved prior to 2025, we didn't fully meet the State's requirements. These Board of Trustee approved changes are now included in this update to the zoning code.

Other notable changes include:

- Proposed Lighting Changes with the Country Club Zoning
- Special Temporary Event use provisions for the Equestrian Planned Development District
- Estate Sales provision (approved in 2020)
- Procedural change for annexations and zoning of enclave (island) annexations
- Proposed change to the notification timing, posting, and sign writing requirements from 21 days to 18 days.
- Definition changes/removals

The Town's Planning and Zoning Commission has reviewed the Land Use Regulations update, conducted a public hearing, and has unanimously recommended its approval to the Board of Trustees with the exception of Article II, Section 3, letter I, numbers 2 & 3. Furthermore, they recommended that the Board of Trustees enact a moratorium on any new recreational lighting in the Town for a period of 180 days in which the Town studies and either the Board of Trustees or the Planning Commission considers parameters to recreational lighting so that it does not negatively impact adjacent properties.

The Trustees considered this item at their October meeting and passed the Ordinance on 1st reading as presented by staff, without the recommendation offered by the P&Z regarding Article II, Section 3I.

Attachments: Summary of Proposed Changes
2026 Zoning and Land Use Regulations in draft form, updates and changes from the adopted November 2020 document are noted in red font.

Recommended Motion: "I move to approve the Zoning Code and Land Use Regulations as presented on 2nd Reading."

Summary of Proposed Amendments:

Please see the attached redlined and edited Zoning and Land Use Regulations. Along with minor grammar and typo changes here is the list of changes within each article and section of the Zoning Code and Land Use Regulations.

After approval of the Trustees on 1st reading, a final review for formatting, typos and grammatical errors will be conducted.

Table of Contents

Article III Special Regulations, Section 6:
Change of Mother-in-law/Care Giver Units to Accessory Dwelling Units.

Article II Zoning District Regulations, Section 4:
Corrects spelling from "Used" to "Use" in Mixed Use Planned Development title.

Article II

Section 1 - Agricultural Zoning:

C. Accessory Uses, #7 - Change of Mother In Law/Caregiver dwelling unit to "Accessory dwelling unit".

Section 2 – Residential (R-1) District (Old Town)

C. Accessory Uses, #5 - Change of Mother In Law/Caregiver dwelling unit to "Accessory dwelling unit".

Section 3 – Country Club (CC) District

G. Off Street Parking, #1
Adds "automobile" to clarify what type of parking is required per 150 square feet of Gross Floor Area (GFA).

I. Lighting, #2 & #3
Addresses the issue of recreational additional lighting and the procedure on how approvals should be processed.

Section 4 – Mixed-Use Planned Development (MUPD) District

C. Accessory Uses, #3 - Change of Mother In Law/Caregiver dwelling unit to "Accessory dwelling unit".

Section 5 - Residential Planned Development (RPD) District

C. Accessory Uses, #6 - Change of Mother In Law/Caregiver dwelling unit to "Accessory dwelling unit".

Section 6 - Residential Estate Planned Development District (REPD)

C. Accessory Uses, #6 - Change of Mother In Law/Caregiver dwelling unit to "Accessory dwelling unit".

Section 7 - Equestrian Planned Development (EPD) District

B. Principal Permitted Uses, #3 – clarification of dwelling units allowed.
D. Special Temporary Event Use – New Section
Additional Section of Special Temporary Event Uses with provisions on what conditions the property is subject to in those instances.

Article III

Section 3 – General Provisions

D. Masonry Fences, K. - Fix of spelling error – from "wydth" to "width"

Section 6 - Accessory Dwelling Unit

Added/revised verbiage on Accessory Dwelling Units. This was previously approved language (adopted by the Town in May of 2025) that is now in compliance with State Statutes (CRS 29-35-401 through 405).

Section 8 – Estate Sales (new)

Added new section that addresses Estate Sales. This verbiage was approved by the Board of Trustees in 2020.

Article IV

A. Amendment of Articles I-V and Zoning Map

Clarifies the requirements for changes to the Zoning Code and the procedure that was unclear in the prior version.

B. Notification Days

Changes the notification for a public hearing from 21 days to 18 days to better time notifications with the publication deadlines.

Article IV – Land Development Applications and Procedures

Section 2 – Processing the Preliminary Plan/Preliminary Plat, B, #2

Changes the notification for a public hearing from 21 days to 18 days to better time notifications with the publication deadlines.

Section 3 – Processing the Final Plan/ Plat, G

Changes the notification for a public hearing from 21 days to 18 days to better time notifications with the publication deadlines.

Article VII – Submittal Requirements

Section 1, C. – Annexations

C. Zoning (new)

Added verbiage to discuss the difference in procedure of zoning for enclave annexations (islands) vs. non-enclave annexations. For enclave annexations, the proposed language would leave the annexation and zoning for these parcels to the Board of Trustees.

Article VIII – Forms and Notifications

Section 3 – Public Notice Forms

A. Notice to Property Owners:

Changes the notification for a public hearing from 21 days to 18 days to better time notifications with the publication deadlines.

B. Sign Posting Requirements:

Changes the sign posting requirements timing and size of the sign to be more manageable for applicants.

C. Notice Form:

Changes the written form notification to not include the full legal description. It notes to ask for more information by calling Town Hall.

Article VIII – Related Procedures

B. Process, #2:

Changes the notification for a public hearing from 21 days to 18 days to better time notifications with the publication deadlines.

Article XIII – Definitions

New/Modified Definitions:

Accessory Dwelling Unit (ADU)

A secondary, self-contained residential living unit located on the same lot as a primary single-family home, featuring its own independent kitchen, sleeping area, bathroom, and exterior entrance. An ADU can be attached, detached, or internal to the primary dwelling unit.

Home Occupation

Added the use of ADU within the definition

Removal of Definitions not used in the Zoning and Land Use Regulations Document:

Mother-in-law/Caregiver Dwelling Unit

TRUSTEE BILL NO. 10
SERIES OF 2026

INTRODUCED BY
TRUSTEE Betsy McCain

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

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

Section 1. The Zoning Code and Land Use Regulations of the Municipal Code of the Town of Columbine Valley shall be amended in entirety to read as follows: See Exhibit "A" attached hereto an incorporated by reference herein, titled: Town of Columbine Valley Zoning Code and Land Use Regulations 2026.

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

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

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

Introduced as Trustee Bill No. 10, series of 2026, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of October, 2026, passed by a vote of 7 for and 0 against, on first reading; passed on second reading, following on November 17, 2026, at a regular meeting of the Board of Trustees by a vote of ____ for and ___ against on the _____ day of November 17th, 2026, and ordered published in the Littleton Independent on the ____ day of _____, 2026.

_____
Dave Huelskamp, Mayor

ATTEST:

_____
JD McCrumb, Clerk
Town of Columbine Valley

EXHIBIT A

TOWN OF COLUMBINE VALLEY
ZONING CODE AND LAND USE REGULATIONS

Town of
Columbine Valley
Colorado



ZONING CODE & LAND USE REGULATIONS

Approved as Trustee Bill #10 – Series 2026
Amended November 2026

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TOWN OF COLUMBINE VALLEY
ZONING CODE AND LAND USE REGULATIONS

ARTICLE I
GENERAL PROVISIONS

SECTION 1. TITLE AND AUTHORITY

A. This Ordinance of the Board of Trustees of the Town of Columbine Valley, Colorado, ("Town") establishes land use classifications; divides the Town into zone districts; imposes regulations, prohibitions, procedures and restrictions; governs the use of land for residential and non-residential purposes; regulates and limits lot occupancy; determines the requirement for open space; establishes standards of performance and design; adopts a map of said land use districts; prescribes procedures for changes and modifications of districts; provides for the land development and subdivision process, uses by special review, variances and other permits; allows for non-conforming uses of structures and land; provides regulations for accessory uses and buildings; provides for the adjustment, amendment and enforcement thereof; defines certain terms; provides a means of appeal; prescribes penalties for violations of its provisions; and repeals existing Town of Columbine Valley zoning ordinances, regulations and amendments thereof. Only Articles I-V are adopted by this Ordinance; Articles VI-XIII are adopted by resolution.

B. The Town of Columbine Valley Zoning Code and Land Use Regulations are authorized by Title 31, Article 23, Part 3 of the Colorado Revised Statutes (CRS), as amended, and are hereby declared to be in accordance with all provisions of these statutes.

C. The Town has the authority to plan for and regulate the use of land and to administer and regulate areas and activities of special interest as might be delineated in the Master Plan under authority of CRS Title 31, Article 23, Part 2, as amended.

SECTION 2. SHORT TITLE

For the purpose of brevity, the Town of Columbine Valley Zoning Code and Land Use Regulations shall hereinafter be referred to as "these Regulations."

SECTION 3. PURPOSE

These Regulations shall be for the purpose of promoting the health, safety, convenience, order, prosperity and/or welfare of the present and future inhabitants of the Town of Columbine Valley, Colorado, by managing the congestion on the streets and roads or ensuring that the roads are built or maintained to adequately handle traffic, securing safety from fire and other dangers, providing adequate light and air, classifying land uses and land development, protecting the tax base, securing economy in governmental expenditures, and providing for the implementation of the goals and policies of the Master Plan or other policies approved by the Board of Trustees.

SECTION 4. JURISDICTION

These Regulations shall apply to all properties within the incorporated area of the Town of Columbine Valley, Colorado.

SECTION 5. ZONING DISTRICTS

The Town of Columbine Valley is hereby divided into the following zoning districts:

A	**Agriculture**
R-1	**Residential**
CC	**Country Club**
MUPD	**Mixed Use Planned Development (Reserved)**
RPD	**Residential Planned Development**
REPD	**Residential Estate Planned Development (Reserved)**
EPD	**Equestrian Planned Development**

SECTION 6. ZONING MAP

The location and boundaries of the zoning districts hereby established are shown on the map entitled Zoning Map, Town of Columbine Valley, Colorado. The Zoning Map is included as Appendix A of these Regulations.

SECTION 7. APPLICATION OF THESE REGULATIONS

After the effective date of these Regulations, but subject to Article II, Section 8 of these Regulations dealing with non-conforming uses, land and structures:

A. Any new building or other structure, and any tract of land may be used for any purpose permitted or required by these Regulations for the district in which such building, other structure or tract of land is located, and for no other purpose.

B. No zoning district or land use shall be modified, altered or amended without following the Planned Development process and receiving the Board of Trustees' approval of a Planned Development, as provided for in these regulations.

   Exception: any single-family residence in an established A or R-1 zone district.

C. The provisions of these Regulations are applicable not only to private persons, agencies, corporations and organizations, but also to all public agencies and organizations to the full extent that they may be enforceable.

SECTION 8. EXISTING PERMITS, EASEMENTS, PLANNED DEVELOPMENT PLANS AND OTHER APPROVALS

These Regulations are not intended to abrogate, annul, govern or prevail over any permit, easement, final Planned Development plan or other approval issued prior to the effective date of these Regulations.

SECTION 9. OVERLAPPING REGULATIONS

Except with respect to approved final Planned Development plans, whenever a provision of these Regulations, other law, ordinance, resolution, rule or regulation of any kind contains any restrictions that cover the same subject matter, the more restrictive requirements shall govern.

SECTION 10. VIOLATIONS

Land in the Town of Columbine Valley shall not be used, nor any building or structure erected, constructed, enlarged, altered, maintained, moved or used in violation of these Regulations or amendments thereto. The Board of Trustees, through the Town Attorney and courts of appropriate jurisdiction, which includes the Town of Columbine Valley Municipal Court, may initiate legal or other appropriate action to prevent, abate or remove such unlawful use, maintenance, erection, construction, reconstruction or alteration, in addition to any other remedies provided by law. Any such violation of these Regulations shall be considered unlawful and a public nuisance.

SECTION 11. ENFORCEMENT

A. All officials, employees and consultants of the Town of Columbine Valley vested with the duty or authority to issue permits shall not issue any permit, certificate or license in conflict with the provisions of these Regulations. Any approvals issued in conflict with the provisions of these Regulations shall be null and void. It shall be the duty of the Town Administrator of the Town of Columbine Valley, or his/her designee, to enforce the provisions of these Regulations pertaining to the use, maintenance, erection, construction, reconstruction, alteration, moving, conversion or addition to any building or structure.

B. Right-of-Entry

The Building Inspector, Town Administrator or any duly authorized person shall have the right to enter upon any premises at any reasonable time for the purpose of making inspections of buildings or premises necessary to perform his/her duties in performance of this title.

C. Liability

The enforcing official, or his/her authorized representative charged with the enforcement of these Regulations acting in good faith and without malice in discharge of his/her duties, shall not thereby render himself/herself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his/her duties. The Town will indemnify and hold harmless the enforcing official or his/her authorized representative in any suit initiated against the enforcing official or authorized representative due to such act or omission performed by him/her in the enforcement of provisions of these Regulations.

SECTION 12. PENALTIES

Failure to comply with any of the provisions of this these Regulations, unless a variance has been authorized by the Board of Adjustment or an amendment approved by the Board of Trustees, shall upon conviction be punishable by a fine of not more than $2,650 or imprisonment for a period of not more than one year, or both. Each day that such a violation continues to exist shall be considered as a separate offense.

SECTION 13. INVALID PROVISIONS

If any part, subpart, section, paragraph, sentence, clause or phrase of these Regulations is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of these Regulations.

SECTION 14. REPEAL AND EFFECTIVE DATE

A. All zoning regulations heretofore adopted by the Board of Trustees, whether they are amendments, extensions or initial legislation, are hereby declared null and void and superseded by these Regulations.

B. Such repeal shall not affect or prevent the prosecution or punishment of any person for the violation of any Regulation repealed hereby, for any offense committed prior to the repeal.

C. These Regulations are effective as of 30 days after publication of the Ordinance and Resolution(s) adopting these Regulations.

SECTION 15. VESTED PROPERTY RIGHTS

A. Purpose

The purpose of this section is to provide the procedures necessary to implement the provisions of CRS Title 24, Article 68, as amended, relative to the creation of vested property rights.

B. Site-Specific Development Plan Defined

1. For all developments, including developments for any portion of a parcel of land, "site-specific development plan" shall mean the final approved Planned Development plan in the Town of Columbine Valley. However, the Board of Trustees may by agreement with the landowner, or applicant on behalf of the landowner, designate an approval other than the said final approved Planned Development plan step to serve as the site-specific development plan approval for a specific project. In the event a final development is approved for the property covered by a previously approved development plan, the final development plan shall prevail. -

2. The cover page of any set of documents that is intended to constitute a site-specific development plan shall contain the following language: "This approved plan constitutes a site-specific development plan pursuant to this section and CRS Sections 24-68-101 et seq., and establishes the vested property rights for three years from its effective date to undertake and complete the development and use of the property in accordance with this plan."

3. A site-specific development plan shall not include a variance, a preliminary plan as defined in CRS Section 30-28-101(6) or any of the following:

   a. A sketch plan as defined in CRS Section 30-28-101(8), CRS; (8);

b. A final architectural plan;

c. Final construction drawings and related documents specifying materials and methods for construction of improvements.

C. Amendments to Site-Specific Development Plan

In the event amendments to a site-specific development plan are approved, the effective date of such amendments, for purposes of duration of a vested property right, shall remain the date of the approval of the original site-specific development plan unless the Board of Trustees specifically finds to the contrary and incorporates such finding in its approval of the amendment.

D. Approval Effective Date

A site-specific development plan shall be deemed approved upon the effective date of the approval action relating thereto by the Board of Trustees. Such approval shall be subject to all rights of referendum and judicial review except that the period of time permitted by law for exercise of such rights shall not begin to run until the date of publication in a newspaper of general circulation within the jurisdiction of the Town granting the approval of a notice advising the general public of the site-specific development plan approval and creation of a vested property right pursuant to this section. Such publication shall occur no later than 14 days following approval.

E. Other Provisions of Law Unaffected

Approval of a site-specific development plan pursuant to this section shall not constitute an exemption from, or waiver of, any other provisions of the Municipal Code of the Town of Columbine Valley or any other ordinances of the Town.

F. Exception to Vesting of Property Rights

A vested property right once established as provided by this section precludes any zoning or land use action by the Town or pursuant to an initiated measure which would alter, impair, prevent, diminish or otherwise delay the development or use of the property as set forth in the site-specific development plan except:

1. With the consent of the affected landowner;

2. Upon the discovery of natural or manmade hazards on or in the immediate vicinity of the subject property, which hazards could not reasonably have been discovered at the time of the site-specific development plan approval, and which hazards, if uncorrected, would pose a serious threat to public health, safety and welfare;

3. To the extent that the affected landowner receives just compensation for all costs, expenses and liabilities incurred by the landowner, including, but not limited to, all fees paid in consideration of financing, and all architectural, planning, marketing, legal and other consultants' fees incurred after approval by the Board of Trustees together with interest thereon at the legal rate until paid; just compensation shall not include any diminution in the value of the property which is caused by such action,

nor shall it include any claim for consequential damages or any claim for loss of profits.

4. That the establishment of a vested property right pursuant to law shall not preclude the application of ordinances or regulations that are general in nature and are applicable to all property subject to land use regulation by the town, including, but not limited to, building, fire, plumbing, electrical and mechanical, housing and dangerous building codes.

G. Notice and Recording

In addition, within 30 calendar days of the approval or act that creates a vested property right as described in Paragraph 15.B, of this Section, the owner of the property upon which the vested property right exists, or his/her authorized designee, shall submit two sets of 24-inch by 36-inch photographic Mylar copies of the approved plan or plat and containing the language required in Paragraph B.2 of this section.

ARTICLE II
ZONING DISTRICT REGULATIONS

SECTION 1. AGRICULTURE (A) DISTRICT

A. Intent

The intent of this section is to provide for low-density residential and agricultural activities within the Town of Columbine Valley. Unless specifically modified by the Board of Trustees through a Use by Special Review, the permitted and accessory uses, and development standards, shall be as specified in this Section.

B. Principal Permitted Uses

1. Not to exceed one single-family dwelling unit except as provided herein.

2. The keeping and sale of agricultural products, including livestock, and small animals that are raised on the property, and the sale is conducted by the owner of the property or the resident of the dwelling unit. Any sales activity shall be clearly incidental to the primary permitted uses. Any sales activity that creates a traffic impact, glare or noise that, in the sole discretion of the Board of Trustees, adversely affects the adjacent property owners is not permitted.

3. Group home for eight or fewer developmentally disabled or elderly persons subject to Article III, Section 1 of these Regulations.

C. Accessory Uses

1. Buildings and uses customarily appurtenant to the permitted residential use, (such as detached garage, pool house, etc.) not to exceed one structure.

2 Buildings and uses customarily appurtenant to the permitted agricultural use, not to exceed two per acre up to a total of 12 buildings.

3. Home occupations as specified in Article III, Section 2 of these Regulations.

4. The keeping of not more than six agricultural animals per acre, not to include more than three large animals (e.g., horses, cows) per acre.

5. Greenhouse not to exceed 600 square feet gross floor area (GFA).

6. Temporary structures related and necessary to construction activity during the period the primary structures are being constructed.

7. ~~Mother-in-law/caregiver~~ Accessory dwelling unit as specified in Article III, Section 6 of these Regulations.

8 Electrical, gas, cable TV and telephone lines and facilities subject to Article III, Section 5 of these Regulations.

9. Wells, irrigation, water supply, sanitary sewer and drainage activities subject to Article III, Section 4 of these Regulations.

D. Use by Special Review

Submittal requirements for a Use by Special Review are specified in Article VII, Section 5 of these regulations. The Board of Trustees may approve the following as a Use by Special Review:

1. Public and quasi-public uses.

2. Non-commercial wind energy systems.

3. Private garages, enclosed or partially enclosed, capable of housing more than four vehicles.

4. Uses by a public utility except as provided in Article III, Section 5, of these Regulations.

5. Temporary structures that are not related to construction activities.

6. Greenhouse(s) that exceed 600 square feet GFA.

7. Wireless communication facilities; these facilities are subject to Section 5.05 of the Municipal Code of the Town of Columbine Valley.

8. Other uses and development standards that do not conflict with the intent of this Section.

E. Minimum Lot Size

87,120 square feet.

F. Maximum Height of Structures

1. The principal structure shall not exceed 35 feet in height.

2. Accessory structures shall not exceed 25 feet in height.

3. For height measurement, see "Building Height" in Article XIII, Definitions.

G. Setbacks

1. Single-family dwelling unit:
   a. Front yard: 35 feet.
   b. Side yard: 25 feet.
   c. Rear yard: 25 feet.

2. The front yard is defined in Article XIII, Definitions, "Building Front".

3. Accessory structures

   a. Front yard: Not less than 25 feet. Any yard adjacent to a public right-of-way (ROW) is considered a front yard.

   b. Side and rear yard setbacks: Not less than 15 feet.

H. Signage

Signs shall be permitted as specified in Article III, Section 3F.

SECTION 2. RESIDENTIAL (R-1) DISTRICT (OLD TOWN)

A. Intent

The intent of this section is to provide for areas in Columbine Valley which are suitable for low-density residential development. Unless specifically modified by the Board of Trustees through Use by Special Review, the permitted and accessory uses, and development standards shall be as specified in this Section.

B. Principal Permitted Uses

1. Not to exceed one single-family dwelling unit except as provided herein.

2. Group homes for eight or fewer developmentally disabled or elderly persons subject to Article III, Section 1 of these Regulations.

3. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4 of these Regulations.

4. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5 of these Regulations.

C. Accessory Uses

1. Buildings and uses customarily appurtenant to the permitted residential use not to exceed one structure.

2. Home occupations as specified in Article III, Section 2 of these Regulations.

3. Other uses that are clearly accessory or incidental to the primary permitted uses.

4. Wireless communication facilities subject to Section 5.05 of the Municipal Code of the Town of Columbine Valley.

5. ~~Mother-in-law/caregiver~~ Accessory dwelling units as specified in Article III, Section 6 of these Regulations.

D. Maximum Height of Structures

1. No structure shall exceed 25 feet in height or contain more than one floor excluding basements.

2. For height measurement, see "Building Height" in Article XIII, Definitions.

E. Lot Size
The minimum lot size is one-half acre.

F. Setbacks

1. Front yard: 30 feet. Any yard adjacent to a public ROW is considered a front yard.

2. Side yard: 15 feet.

3. Rear yard: 40 feet.

G. Signage
Signs shall be permitted as specified in Article III, Section 3F.

H. Lighting. Exterior lights, whether building-mounted or freestanding, shall be hooded or shielded so as not to cast light on adjacent properties nor dilute the night sky. Building-mounted exterior lights shall not protrude above the eave line. Freestanding lights shall not exceed 6 feet in height.

I. Fences, Walls and Hedges
No fence, wall or hedge over three feet high shall be constructed or maintained nearer than 40 feet to any property line except from street and rights-of-way where no fences, walls or hedges will be permitted nearer than 30 feet, unless the fence predates the adoption of these Rules and Regulations.

SECTION 3. COUNTRY CLUB (CC) DISTRICT

A. Intent
The intent of this section is to provide for Country Club uses within the Town of Columbine Valley. Unless specifically modified by the Final Development Plan the permitted and accessory uses, and development standards, shall be as specified in this Section.

B. Principal Permitted Uses

1. Country club, including golf courses, tennis courts, swimming pools and a clubhouse or similar structure containing facilities commonly associated with a country club.

2. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4 of these Regulations.

3. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5 of these Regulations.

C. Accessory Uses

1. Structures accessory and incidental to the primary permitted uses (i.e., maintenance and storage buildings, trash enclosures, on-course food services, restroom facilities, pumping facilities and similar structures for the use and operation of a country club).

2. Parking areas for vehicles, golf carts and bicycles.

E. Maximum Height of Structures

1. The principal structure shall not exceed 35 feet in height unless otherwise approved under a Planned Development plan by the Town Board of Trustees.

2. The accessory structures shall not exceed 18 feet in height unless approved under a Planned Development plan by the Town Board of Trustees.

3. For height measurement, see "Building Height" in Article XIII, Definitions.

F. Setbacks

1. Principal structure

   a. Front yard: 75 feet adjacent to any residential property and 25 feet adjacent to any other ROW or property line. Any yard adjacent to a public ROW is considered a front yard.

   b. Side and rear yards: 50 feet adjacent to any residential property and 20 feet adjacent to any other ROW or property line.

2. Accessory structures
   The minimum setback on all sides is 35 feet adjacent to any residential property and 15 feet adjacent to any other ROW or property line.

G. Off-Street Parking

1. One automobile parking space per 150 square feet of GFA of the principal buildings exclusive of non-occupied space such as basements, storage, mechanical, elevator and stair shafts, or similar unoccupied floor area.

2. The parking setbacks on all sides are 15 feet adjacent to residential property and 10 feet adjacent to any other ROW or property line.

H. Minimum Design Standards

Unless otherwise approved by the Board of Trustee, the following standards apply:

1. Equipment and maintenance materials stored outside shall be screened from view by fences, screens, berms or other means satisfactory to the Board of Trustees.

2. Parking lots on the property shall be screened from any public ROW and adjacent properties under separate ownership. A minimum of 15% of any parking lot containing one bay of parking or more shall be landscaped in accordance with the design standard set forth in Paragraph H.3.a. of this section.

3. Landscape buffer area

   a. The landscaping will incorporate a minimum of one shade tree and one shrub or flowering tree for each 15 linear feet or fraction thereof of the buffer area (as measured along the property line) and groundcover over the entire area. The use of earth berms and decorative fencing is not required but encouraged. The trees and shrubs shall be designed and planted to provide privacy; mitigate noise, glare and unsightly views; and provide aesthetic interest.

   b. Unsightly areas, including, but not limited to, outside trash receptacles, loading docks, utility boxes and similar appurtenances shall be screened from public sidewalks, streets and other adjacent properties. Unsightly areas seen from surrounding public properties or private properties under separate ownership shall be screened. The following guidelines should be used:

      i. Any plants used as a screen should be coniferous. They should provide an opaque screen within three years from the time they are planted.

      ii. Utility boxes, including, but not limited to, electric transformers, switchgear boxes and telephone pedestals and boxes, should be screened on all sides not used for service access.

      iii. The materials and colors of the screen should blend with the site and the surroundings.

      iv. Trash enclosures should be placed around dumpsters and any other proposed receptacles of trash. The dumpster should be entirely screened from view. The enclosure should prevent trash from being scattered by wind or animals. The dumpster should be placed on a concrete pad and enclosed by an opaque wall at least 6 feet in height with opaque gates. The enclosure should be sturdy and built with quality wood and/or masonry materials. The trash enclosure should be sited so the garbage truck has convenient access to the enclosure and has room to maneuver without backing onto a public ROW.

I. Lighting

1. Parking lot lighting shall be screened so it will not cast light on

adjacent properties and shall not exceed 25 feet in height.

2. Tennis Court lighting shall be downward directed, not casting light on adjacent properties, and shall not exceed 40 feet in height.

3. Additional recreational lighting may be approved by the Board of Trustees, taking into consideration, including but not limited to, the hours of operation and the impact on adjacent properties.

4. Pedestrian lighting shall be provided at all building entrances and walkways to ensure adequate and safe access to and from buildings.

J. Signage

Any sign proposal will be part of a Planned Development submittal.

SECTION 4. MIXED-USE PLANNED DEVELOPMENT (MUPD) DISTRICT (RESERVED)

A. Intent

The intent of this section is to guide development of new mixed-use projects within Columbine Valley and to provide a detailed review of how these projects deliver essential services (water and sanitation, fire and police protection, open space, etc.). This type of district is identified as "reserved" for potential future use.

B. Principal Permitted Uses

The following principal uses are allowed subject to final approval of a Final Development Plan, which will stipulate site-specific approved uses.

1. Commercial

   a. Professional office.

   b. Bank.

   c. Restaurant.

   d. Community retail, not to exceed 50,000 square feet with any one store not to exceed 15,000 square feet.

   e. Drive-through: Any drive-through proposed in conjunction with any permitted use shall be subject to site-specific review to determine if the drive-through can be incorporated without undue impact to neighboring properties. All other uses are prohibited unless approved by the Board of Trustees.

2. Residential

   a. Single-family dwelling unit attached or detached.

   b. Multi-family units intended to be sold as owner-occupied.

c. Group home for eight or fewer developmentally disabled or elderly persons subject to Article III, Section 1 of these Regulations.

C. Accessory Uses

1. Uses accessory and incidental to the primary permitted uses.

2. Home occupations as specified in Article III, Section 2 of these Regulations.

3. ~~Mother-in-law/caregiver~~ Accessory dwelling unit as specified in Article III, Section 6 of these Regulations.

4. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4 of these Regulations.

5. Wireless communication facilities subject to Section 5.05 of the Municipal Code of the Town of Columbine Valley.

6. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5 of these Regulations.

D. Bulk and Space Requirements

Unless otherwise approved on the Final Development Plan, the bulk and space requirements are as follows:

1. Maximum building height: The maximum building height shall not exceed 35 feet. For height measurement, see "Building Height" in Article XIII, Definitions.

2. Minimum common open space

   a. Commercial: 20%.

   b. Residential: 20%.

3. Setbacks

   a. Commercial

      i. Front yard: 25 feet.

      ii. Side and rear yards: 25 feet.

   b. Residential

      i. Front yard: 20 feet.

      ii. Side and rear yards: 10 feet.

4. Parking (Minimum)

    a. Commercial

        i. Retail: one space for every 250 gross square feet.

        ii. Office: one space for every 325 gross square feet.

        iii. Restaurant: one space for every 125 gross square feet.

    b. Residential

        i. Single-family dwelling unit: two spaces per unit.

        ii. Multi-family residential unit: two spaces per unit.

        iii. Group home: one space per four bedrooms.

5. Parking setbacks**.** Commercial and multi-family residential unit

    a. Front yard: 20 feet.

    b. Side and rear yards: 10 feet.

E. Signage

In lieu of the requirements below, applicants may propose a complete signage package as part of the Planned Development submittal for consideration by the Town or for signs not mentioned in the Planned Development submittal, as specified in Article III, Section 3F.

1. Residential

    Project identification signs: One per each major entrance. Signs shall be ground-mounted and not exceed 6 feet in height and 48 square feet (per face). Signs shall be ground-lighted with no internal lighting unless otherwise approved by the Board of Trustees.

2. Office and retail

    a. Project identification signs: One per each major entrance. Signs shall be ground-mounted and not exceed 6 feet in height and 48 square feet (per face). Signs shall be ground-lighted with no internal lighting.

    b. Building fascia signs: One sign per tenant unit with exterior wall exposure. Signs shall be mounted below the building parapet line and should not exceed one-half square foot for each foot of store frontage. Letter heights should not exceed 30 inches and shall be indirectly lighted.

    c. c. Directional and informational signs: As needed. Directional and informational

signs include “Fire Lane,” “No Parking,” “Exit,” “One Way” and directional arrows. Directional and informational signs shall not exceed 6 square feet per face.

d. Temporary signs: As approved on the Planned Development plan. Conditions may be placed on inclusion, design and length of time permitted.

SECTION 5. RESIDENTIAL PLANNED DEVELOPMENT (RPD) DISTRICT

A. Intent

1. The intent of this section is to guide development of new residential subdivisions within Columbine Valley and to provide a detailed review of how these developments provide essential services (water and sanitation, schools, parks and recreation, fire and police protection, open space, etc., and to insure that the streets are designed to mitigate adverse traffic impacts.

2. Certain subdivisions, specifically Burning Tree, The Villas and the Village were approved and or annexed prior to the inclusion of this section and the inclusion of Articles VI and VII into the Zoning Code. These subdivisions are zoned Residential Planned Development (RPD District) but there is no Final Development Plan. For purposes of these regulations the Final Plat and HOA Covenants, as recorded and as may be amended from time to time, together shall constitute the Final Development Plan for these neighborhoods if any land use amendments to the Covenants are approved by the Board of Trustees.

B. Principal Permitted Uses

1. Single-family dwelling units, attached or detached.

2. Group homes for eight or fewer developmentally disabled or elderly persons subject to Article III, Section 1 of these Regulations.

C. Accessory Uses

1. Home occupations as specified in Article III, Section 2 of these Regulations.

2. Other uses that are clearly accessory or incidental to the primary permitted uses and are shown on the approved Final Development Plan.

3. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4**,** of these Regulations.

4. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5 of these Regulations.

5. Wireless communication facilities subject to Section 5.05 of the Municipal Code of the Town of Columbine Valley.

6. ~~Mother-in-law/caregiver~~ Accessory dwelling unit as specified in Article III, Section

6 of these Regulations.

D. Minimum Area, Lot Width, Height and Yard Requirements
Unless otherwise approved on the Final Development Plan the following shall apply:

1. Maximum height:

   a. The maximum height shall not exceed 35 feet.

   b. For height measurement see "Building Height" in Article XIII, Definitions.

2. Lot area
   As shown on the approved Planned Development plan.

3. Setbacks
   Unless otherwise shown on the Final Development Plan
   The minimum setbacks shall be:

   a. Front yard: 25 feet.

   b. Side and rear yards: 15 feet.
      Any yard adjacent to a public ROW is considered a front yard.

E. Maximum Density
The maximum density in the RPD District shall be as shown on the Final Development Plan.

F. Signage

1. One "for sale" sign per vacant lot with a maximum sign surface area of 6 square feet and a maximum height of 4 feet.

2. Other signs as shown on the approved final Planned Development plan or for signs not mentioned in the Planned Development Plan, as specified in Article III, Section 3F.

G. Common Open Space
Open space shall be a minimum of 20% unless otherwise ~~s~~shown on the Final Development Plan.

H. Access
Where possible any development in the Residential Planned Development District must have two full access points unless otherwise approved by the Board of Trustees.

SECTION 6. RESIDENTIAL ESTATE PLANNED DEVELOPMENT DISTRICT (REPD) (RESERVED)

A. Intent

The Residential Estate Planned Development District is intended to accommodate large single-family detached homes with spacious lots. Any development in the Residential Estate Planned Development District must have at least two access points to existing public streets (or to the same street if there is only one street adjacent to the development). This type of district is identified as "reserved" for potential future use.

B. Principal Permitted Uses

1. Not to exceed one single-family dwelling unit per lot except as provided herein.

2. Group homes for eight or fewer developmentally disabled or elderly persons subject to Article III, Section 1, of these Regulations.

3. Home occupations subject to Article III, Section 2, of these Regulations.

4. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4, of these Regulations.

5. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5, of these Regulations.

C. Accessory Uses

1. Home occupations as specified in Article III, Section 2, of these Regulations.

2. Other uses that are clearly accessory or incidental to the primary permitted uses and are shown on the approved Final Development Plan.

3. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4**,** of these Regulations.

4. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5, of these Regulations.

5. Wireless communication facilities subject to Section 5.05 of the Municipal Code of the Town of Columbine Valley.

6. ~~Mother-in-law/caregiver~~ Accessory dwelling unit as specified in Article III, Section 6, of these Regulations

D. Maximum Density

Not to exceed one dwelling unit per acre.

E. Maximum Height of Structures

As approved on the Final Development Plan.

F. Lot Size
As approved on the Final Development Plan, but density may not exceed one dwelling unit per acre.

G. Open Space
A minimum of 35% common open space unless otherwise approved on the Final Development Plan.

H. Setbacks
As approved on the Final Development Plan.

I. Signage and Lighting
As approved on the Final Development Plan or for signs not mentioned in the Final Development Plan, as specified in Article III, Section 3F.

J. Fences, Walls and Hedges
As approved on the Final Development Plan.

SECTION 7. EQUESTRIAN PLANNED DEVELOPMENT (EPD) DISTRICT

A. Intent

The intent of this section is to provide for the keeping of horses in specifically designated areas as well as the construction and use of equestrian facilities, and to provide a detailed review of how these developments provide essential services (water and sanitation, drainage, stormwater, erosion control, fire and police protection, etc.).

B. Principal Permitted Uses

The principal permitted uses shall be as shown on the approved Planned Development plan and include but are not limited to:

1. The riding, keeping, boarding and showing of horses in areas specified on the Planned Development plan.

2. Equestrian facilities, swimming pools and tennis courts.

3. Dwelling units used exclusively by the equestrian center personnel. ~~No other dwelling units are permitted.~~

4. Other similar uses as shown on the approved Final Development Plan.

C. Accessory Uses

1. Other uses and structures that are clearly accessory or incidental to the primary permitted uses and are shown on the approved Planned Development Plan.

2. Wireless communication facilities subject to Section 5.05 of the Municipal Code of the Town of Columbine Valley.

3. Wells, irrigation canals, ditches and laterals, water supply and flood control reservoirs (not elevated), subject to Article III, Section 4, of these Regulations.

4. Underground utility lines, transformers, electrical substations, gas regulator stations and similar facilities subject to Article III, Section 5, of these Regulations.

5. Home occupations as specified in Article III, Section 2, of these Regulations.

6. Accessory dwelling units as specified in Article III, Section 6, of these Regulations.

7. Other uses that are clearly accessory or incidental to the primary permitted uses and are shown on the approved Final Development Plan.

D. Special Temporary Event Use

Four events (more than 500 people with a maximum of 2,500 people) are allowed in this district per year without the need for a special use permit with the following conditions:

1. Hours of operation of the special event shall be between 9:00am and 11:00pm.

2. Notification to the Town of Columbine Valley shall be required at least 18 days prior to the date of the event.
3. Obtain liquor license as required by the Town of Columbine Valley.
4. Within 24 hours of cessation of the event, the site shall be returned to its previous condition (including the removal of all temporary buildings and structures, trash, debris, signage, attention-attracting devices or other evidence of the special event).
5. The special event shall not cause undue traffic congestion or accident potential as determined by Town of Columbine Valley.
6. Management of sewage, potable water, refuse and other nuisances shall conform to the requirements of the Arapahoe County Department of Public Health.
7. Management of food services shall conform to the requirements of the Arapahoe County Department of Public Health.
8. Temporary structures and fences shall be permitted for special events. All proposed structures and fences shall comply with the requirements of the approved planned development documents and this zoning code.
9. The security for all temporary events shall be coordinated with the Town of Columbine Valley Police Department.

E. Maximum Height

Height: As shown on the approved Planned Development plan except that the maximum height shall not exceed 35 feet. For height measurement, see "Building Height" in Article XII, Definitions.

F. Setbacks

Unless otherwise approved by the Board of Trustees the minimum setbacks shall be as follows:

1. Front: 25 feet.

2. Rear: 15 feet.

3. Side: 1 foot of setback per each 3 feet of building height.

G. Signage

1. One "for sale" sign per vacant lot with a maximum sign surface area of 6 square feet and a maximum height of 4 feet.

2. Other signs as shown on the approved final Planned Development plan or for signs not mentioned in the Planned Development Plan, as specified in Article III, Section 3F.

H. Common Open Space

Unless otherwise approved by the Board of Trustees the minimum common open space shall be 20%.

I. Access

Any development in the Equestrian Planned Development District must have access onto two existing arterial streets unless otherwise approved by the Board of Trustees.

SECTION 8. NON-CONFORMING USES (LAND AND STRUCTURES)

A. Intent

1. The intent of this section is to recognize that within zoning districts established by these Regulations there exists land, uses of land, structures and uses of structures that were lawful before these Regulations were adopted or amended, but which would be prohibited, regulated or restricted under the provisions of these Regulations. These non-conforming uses, land and structures shall not be enlarged, expanded, increased, nor be used as grounds for adding other structures or uses now prohibited in the same district.

2. Nothing in this section shall be interpreted to require a change in plans, construction or designated use of any building in which a current building permit was lawfully obtained from the Town of Columbine Valley or Arapahoe County prior to the effective date of adoption or amendment of these Regulations, provided construction was commenced within 60 days after adoption or amendment of these Regulations, or unless agreed upon by the Board of Trustees.

3. Any use, structure and/or parcel of land that was used, erected or maintained in violation of any previous zoning regulations shall not be considered as a legal, non-conforming use, structure and/or parcel, and shall be required to comply with all provisions of these Regulations.

B. Non-Conforming Uses of Land

Any use of land, or use of a structure(s) that was lawful before these Regulations were adopted or amended, may continue to exist even though the use would be prohibited, regulated or restricted under the provisions of these Regulations, subject to the following provisions:

1. Such non-conforming use of land or existing structures devoted to a non-conforming use shall not be enlarged, expanded, extended, increased, nor moved to occupy an area of land that was not occupied before these Regulations were adopted or amended, or not altered to accommodate non-conforming uses or other uses not allowed in the district in which the structure was located.

2. If any such non-conforming use of land or when a non-conforming use of a structure is discontinued for any reason for a period of more than six months, a subsequent use of such land or of such structure shall conform to the provisions of these Regulations and amendments, unless the Board of Trustees grants an extension of time.

3. Any additional land use and/or structure(s) associated with the non-conforming use of land shall conform to these Regulations.

C. Non-Conforming Uses of Structures

1. Existing structures devoted to a non-conforming use shall not be enlarged, expanded, extended, nor altered to accommodate non-conforming uses or other uses not allowed in the district in which the structure is located.

2. When a non-conforming use of a structure is discontinued or abandoned for six consecutive months, any subsequent use of such structure shall conform to the provisions of these Regulations, unless the Board of Trustees grants an extension of time.

3. Should a structure devoted to a non-conforming use be damaged or destroyed by any means, the structure may be reconstructed and the non-conforming use re-established subject to compliance with the provisions of Paragraph E of this section.

D. Non-Conforming Structures

1. 1. Should such non-conforming structure(s) or portion thereof be damaged or destroyed by any means or be declared unsafe by the Town Building Official to an extent of more than 50% of its replacement cost, it shall not be reconstructed except in conformity with the provisions of these Regulations. If the reconstruction cost and/or area of reconstruction (whichever is less) is less than or equal to 50%, the structure may be strengthened or restored to a safe condition provided the original non-conformity is not enlarged, increased or extended, and construction is commenced within six months after obtaining the required building permit(s), unless the Board of Trustees grants an extension of time.

2. Should such non-conforming structure(s) be moved for any reason, for any distance whatsoever, it shall conform to the provisions of these Regulations.

E. Repairs and Maintenance

Any non-conforming structure or a structure devoted to a non-conforming use may be repaired and maintained for ordinary upkeep. Such repairs and maintenance shall not enlarge, expand, extend or increase the non-conformity in any manner. Also, such repairs and maintenance shall not exceed 50% of the current replacement cost of the non-conforming structure or a structure devoted to a non-conforming use.

ARTICLE III
SPECIAL REGULATIONS

SECTION 1. GROUP HOMES

A. Policy

The Town accepts the legislative statement in Section 303(2) of the Group Home Act that the establishment of group homes is a matter of statewide concern, and further that group homes which comply with the requirements of this section and the Group Home Act are residential uses of property for zoning purposes.

B. Application

Any person licensed by the state to operate one or more group homes or, if such licensing is not required for the establishment of a group home within the Town. Such application must include the following information and be submitted with a filing and administrative processing fee of $500 payable to the Town:

1. The accurate legal name and (if not an individual) the form and state of organization of the applicant.

2. The applicant address, telephone number, email address and facsimile number.

3. If the applicant is an individual, age, date, place of birth and Social Security number.

4. If the applicant is an entity, information described under Paragraph B.3 of this section, regarding the officers, directors, managers or partners, and persons who own a greater than 10% equity interest in the applicant, and, with respect to the applicant, its tax identification number, and evidence that the applicant is qualified to do business in Colorado. If the applicant is a non-profit organization, indicate its tax status and the derivation of its principal funding.

5. If the applicant is represented by counsel, the name and address of counsel together with counsel's telephone number and facsimile number.

6. A list of all civil judgments or criminal convictions for the five years preceding the application involving any of the persons listed in paragraphs 1 and 4 of this subsection, or their affiliates, and information regarding any such proceeding pending at the time of the application. Minor traffic infractions need not be listed. A list of all administrative proceedings that have been resolved against any of the persons listed in Paragraphs 1 and 4 of this subsection, or their affiliates, relating to violation of Medicare or Medicaid statutes, or federal, state or local licensing or operation requirements relating to the health care industry.

7. Information regarding the management of the applicant, including professional licenses and business experience, especially with respect to providing care in group homes.

8. Information regarding the compliance by the applicant with the group home provider licensing requirements of the Colorado Department of Public Health and Environment (CDPHE).

9. Information as to any other group homes in Colorado or elsewhere operated by the applicant or its affiliates.

10. The address of the proposed group home and a detailed description of any internal or external improvements that the applicant intends to make to the group home before it is operational.

11. Evidence of compliance with all applicable building codes if the group home will be a new construction, in addition to the requirements of the section.

12. Proof of ownership if the proposed group home is owned by the applicant. If the group home is not owned by the applicant, provide proof that the applicant has the right to acquire ownership and the consent of the existing owner (with proof of such person's ownership).

13. Evidence of compliance by the applicant and the facility with the requirements imposed by the CDPHE, including (without limitation) a copy of the inspection report from the local fire department. To the extent either the CDPHE or the local fire department has identified any deficiencies in the proposed facility, indicate the applicant's plan to correct the deficiencies.

14. A description of the nature and extent of public services to be required by the proposed facility and its residents. For example, and not by way of limitation:

    a. Will the proposed group home require any public transportation, schooling or health care?

    b. Are any extraordinary police, fire protection or other needs anticipated?

15. Information regarding other group homes within 1,000 feet of the proposed group home.

16. Information as to whether the applicant proposes to meet with the neighbors of the proposed group home prior to the public hearing required in Subsection D of this section, and whether the applicant requests the Town's assistance in arranging such meetings.

17. Information showing that the group home will comply with Section 1210(a) of Part 12, Parking, of the 1995 Model Traffic Code for Colorado Municipalities.

18. A plan of operations, including a general description of the type of group home proposed and the facilities and care to be provided; the hours of operation and staffing; a descriptive floor plan specifying all area uses, with fire control and fire evacuation descriptions; a description of special care requirements and/or

equipment of the group home or occupants, including (without limitation) a plan for secure storage of drugs, if any; and a description of general supervision procedures.

19. The proposed group home administrator's(s') night and day telephone numbers, date of birth, Social Security number(s), and professional licenses and qualifications.

20. Information (to the extent not submitted pursuant to the foregoing subdivisions) sufficient to support the Board of Trustees' determination pursuant to Subsection D of this Section;

21. Other information which the applicant believes may assist the Town in its review of the application, or which may be required by the Town prior to or at the public hearing required by Subsection D of this section.

C. Public Notice

Upon receipt of the fully completed application and the filing and administrative processing fee, the applicant will comply with the notification requirements as specified in Article VIII, Section 3 of these Regulations. In addition:

1. The Town Clerk will, within five days, forward a copy of the application to those neighborhood associations known by the Town Clerk to include the proposed group home or who may otherwise express an interest therein.

2. The Town Clerk will also forward a copy of the application to the Town's Building Commissioner, the local fire district, police agency and the CDPHE as deemed appropriate or necessary. Such persons may also submit written comments to the Town Clerk at any time prior to the public hearing to be conducted in accordance with Subsection D of this section.

3. Upon the receipt of any written comments pursuant to Subsection 1 or 2 of this section, the Town Clerk shall promptly forward a copy of such comments to the applicant who may (but is not required to) respond to such comments in writing.

4. The Town Clerk will publish a notice of a public hearing and notify adjacent property owners as specified in Article VIII, Section 3 of these Regulations.

5. The Building Commissioner or his/her designee shall conduct an investigation into the character and qualifications of the applicant and the eligibility of the proposed property for group home use under health, safety, fire and building codes, with assistance from such other applicable agencies of the Town, county or state as the Building Commissioner may reasonably request. The Building Commissioner or his/her designee will submit his/her report to the Board of Trustees not later than seven days prior to the scheduled public hearing, and the Town Clerk will provide a copy of such report to the applicant and to persons to whom the application was delivered pursuant to Subdivisions 1 and 2 of this subsection.

D. Public Hearing

The Board of Trustees will hold a public hearing to approve the application, to approve the application with conditions or to deny the application, pursuant to the notice provided by the Town Clerk pursuant to Article VIII, Section 3 of these Regulations. The application may be approved based upon the following criteria:

1. No group home may be located within 750 feet of any other group home.

2. The group home shall comply with all Town ordinances and codes, including (without limitation) building, fire, housing and zoning, and applicable county and state statutes; ordinances; and administrative regulations.

3. The group home will include at least 600 square feet of usable space for each bed for the residents and staff members. "Usable space" includes only space that is reasonably accessible to the proposed residents of the group home.

4. Any proposed new structure or structural changes to an existing structure shall not be of an architectural design or style substantially inconsistent with the character of the surrounding neighborhood.

5. No administrative activities or religious activities of any private or public organization or agency shall be conducted on the premises of the group home.

6. The applicant shall demonstrate that it has obtained, or, upon granting the application by the Town, will be able to obtain, lawful ownership or possession of the group home, and all appropriate licenses or certifications required by the state or the county (including, without limitation, agencies thereof).

7. The applicant shall demonstrate that there is adequate parking for such use, and that the public services to be required by the proposed facility and its residents are, or will be at the time the group home accepts its first resident, available.

8. The applicant shall demonstrate that the plan of operations (as described in Subsection B.18 of this section) is appropriate for the operation of the group home and the protection of the health and safety of the neighborhood residents.

9. The applicant shall commit to operating the group home in accordance with the operating requirements set forth in Subsection E of this section, as Subsection E may be amended from time to time.

E. Operating Requirements

Any application approved hereunder is subject to revocation by the Town for failure to operate the group home in conformance with the following required standards:

1. The group home may not accept any resident until it has complied with all county and state licensing and inspection requirements, including the requirements of applicable police and fire agencies and the CDPHE.

2. The group home administrator must follow the required standards of any state or county license. The group home administrator shall immediately notify the police department of the Town of:

    a. Any unlawful acts committed on the premises of the group home by residents or staff members of the group home or other people;

    b. Improper storage or use of drugs or other material violations of the plan of operations;

    c. Any unlawful acts of the residents or staff off the premises of the group home;

    d. Persons who make threatening communications to others or commit acts dangerous to themselves or others; or

    e. Incidents, such as fire or structural failure or flooding, dangerous or potentially dangerous to the residents.

3. The group home must be operated by the administrator(s) named in Subsection B.19 of this section, who shall be on-site or on call 24 hours each day. One or more telephone numbers must be made available at the office of the Town Clerk and the group home at which the administrator can be reached 24 hours per day.

4. The applicant may amend the plan of operation described in Subsection B.18 of this section from time to time, subject to approval by the Board of Trustees.

5. The applicant must provide the Town Clerk notice, in advance unless not possible because of an emergency situation, of any change to the information required by Subsection B of this section.

6. The group home must maintain sufficient staffing, supervision and equipment/facilities so residents do not become unaccounted for, uncontrolled or lost, or commit mischief or criminal acts of any sort on or off the premises of the group home.

F. Inspection of the Premises

Group homes duly approved pursuant to this section shall be subject to inspection by the Town for the purpose of verifying operation in conformance with the requirements of Subsection E of this section, without notice at reasonable hours and with reasonable frequency, by the Building Commissioner or his/her staff. Inspection may occur at any time if exigent circumstances exist. Refusal of inspection requests, or interference with inspections, shall be cause for revocation of the application approval.

G. Transfer of the Group Home

The applicant (and any subsequent transferee) may transfer the group home and the operation thereof to any other qualified person, subject to an application by such person meeting the requirements of this section, and the approval by the Board of Trustees pursuant to this section. For the purposes of this subsection, the term

"transfer" includes the transfer of equity interest in the applicant so that a person not previously owning 20% or more of the applicant will then own 20% or more of the applicant.

H. Revocation of Application Approval

The Board of Trustees, upon no less than 15 days notice to the applicant and to the public, may at a public hearing (the "revocation hearing") revoke or suspend any prior approval of the application for the following reasons:

1. Refusal of the applicant to cooperate with inspection requests or the applicant's interference with inspections made by the Building Commissioner pursuant to Subsection F of this section;

2. Revocation by the county or state or any agency thereof of any permit or license obtained by the applicant in connection with operation of the group home;

3. To the extent necessary, protection of the public health, safety and welfare of the neighborhood.

Notice given to the applicant will specify the reasons for the revocation hearing, and the applicant will be given the opportunity to contest the proposed revocation.

I. Appeal

The applicant may appeal any denial of an application submitted pursuant to this section, conditions pursuant to which such application was granted or any revocation or suspension of the application approval, to the district court of the county pursuant to Rule 106 of the Colorado Rules of Civil Procedure.

SECTION 2. HOME OCCUPATIONS

A. Intent

The intent of this section is to allow limited non-residential uses in residential units.

B. Limitations on Permitted Home Occupations

Any occupation operated in a single-unit dwelling may be operated only if it complies with all of the following conditions:

1. Is operated in its entirety within the dwelling unit and only by the person or persons maintaining a dwelling therein.

2. Does not have an exclusive entrance from outside the dwelling unit.

3. Does not display or create outside the building any external evidence of the operation of the home occupation, including but not limited to noise, odor and traffic. In connection therewith, no signs are permitted.

4. Does not have any employees or regular assistants not residing in the dwelling unit.

5. Is not conducted in an unattached accessory structure.

6. Does not sell or offer for sale any article on the premises on a regular basis. This restriction shall not apply to occasional non-continuous sales transactions.

SECTION 3. GENERAL PROVISIONS

A. Compatibility with Adjacent Property
Structural design and landscaping shall conform to the requirements of Article XI of these Regulations.

B. Covenants and Restrictions
New residential subdivisions or new multi-lot or multi-unit residential development shall be governed, in part, by covenants and restrictions. The covenants and restrictions shall, at a minimum, contain development standards, design guidelines, design review procedures and amendment procedures that must be approved by the Board of Trustees.

C. Mandatory Homeowners Association-Metropolitan District
All new residential subdivisions or multi-lot or multi-unit developments are required to have a Homeowners Association (HOA) or equivalent organization whose responsibilities and authority shall include, but are not limited to, enforcement of the approved design standards and maintenance responsibility for common open space and common facilities. Commercial developments shall include an owner's association unless otherwise approved by the Board of Trustees. The Board of Trustees may waive the requirement for a Homeowners Association or equivalent organization for Minor Subdivisions or multi-unit development of five or fewer units upon finding that there are no public improvements or common open space to be maintained by the Homeowners.

D. Fences, Walls and Hedges

1. Fences, walls and hedges shall be as approved on the final Planned Development plan. Front, side and rear yard fences, walls or hedges are discouraged on individual lots.

2. Underground (invisible) pet fences are not regulated by these specifications.

3. Masonry Fences (i.e. brick walls) along arterial streets adjacent to the Town shall be a wall of predominately brick construction that meets industry standards for masonry construction and includes the following specifications:

   a. Pilasters every 24 feet minimum, foundation caissons spaced as required by geotechnical and structural design.

   b. Reinforced concrete base barrier a minimum of 18 inches above average grade between caissons to provide reinforced collision point for vehicle impacts as well as primary structural support for the masonry units. Drainage

considerations through the base beam are important and should maintain historic flow paths with emphasis on positive drainage to and along shared property lines and away from structures.

c. Square Pilasters that are 2 feet by 2 feet and are reinforced in all directions and faced with fractured block, masonry or stone.

   Reinforced wall section spanning between caissons with reinforcement and designed to resist lateral and vertical dead and live loads.

d. Masonry coping covering the top of the wall section and a masonry cap on the pilasters.

e. Stamped professional engineering designs to meet all geotechnical foundation requirements and structural loads, including but not limited to wind, snow from passing snowplows, and other design loads.

f. Bricks should be matched to nearest masonry fence units in color, style, size, orientation and pattern. When nearest masonry units differ, Town Planner determines which pattern to match.

g. Maintenance. Design and governing documents must address maintenance provisions for routine, damage repair, and replacement.

h. Access. Gates or other access points through the wall can be useful in certain situations for pedestrian, golf, utility, or emergency access. These elements shall be designed with similar masonry, steel, or concrete structural components. Wood, vinyl, composite or other materials can be used as secondary or fascia elements for the gates and access controls.

i. Lighting and appurtenances. Accent or architectural lighting is permitted within the design guidelines. Exterior facing conduit or other elements attached to the wall are discouraged. Whenever possible, conduit and utility features should be incorporated into the wall, pilasters, or grade beam. Security cameras, sensors, weather vanes, and other appurtenances should follow the same guidelines as lighting and electrical features.

j. Height. Although structural and architectural requirements are likely to govern maximum height, in no case shall a masonry wall exceed 16 feet in height as measured from the bottom of the grade beam to the top of the masonry coping. The minimum height shall be 6 feet as measured from the bottom of the grade beam to the top of masonry coping. Maximum and minimum heights should be used for specific locations to avoid conflicts or mitigate specific issues. The ordinary, typical, height for the wall shall be 8 feet measured in the same way as maximum and minimum height.

k. Width. The width of the masonry fence can be single-width brick units or double wythe if determined to be structurally useful. The width of the footing shall be as

necessary to meet structural requirements. The width of masonry coping should be one-fourth inch wider than the masonry units below it to ensure drainage and moisture is shed off the face of the coping and masonry units.

l. Sound. There are no specific guidelines for sound attenuation. The masonry fence (wall) is intended to be a visual and physical barrier first. Any benefits to blocking or reducing sound are incidental and secondary with respect to these guidelines and not subject to governance by the Town.

m. Alignment. The horizontal alignment shall follow the property line with equal width on each side of the property line. Exceptions where utility conflicts, vegetation, or site line constraints require deviation from the property line shall move the wall, foundation, and associated features onto the applicant (i.e. private property) side of the property line and not further into Town right-of-way. The vertical alignment shall be based on wall height described herein, but should maintain a consistent elevation between pilasters whenever possible and step down to match grade, with a consistent level, horizontal pattern. Grade beams and masonry units should not be parallel to ground slopes to ensure horizontal bearing on foundation elements.

E. Antenna and Satellite Dishes

1. No exposed radio, TV or shortwave antenna shall be erected, placed or permitted to remain on any lot or upon any structure erected thereon.

2. A satellite dish not exceeding 18 inches in diameter is permitted so long as the satellite dish is concealed from public view in a manner deemed appropriate by the applicable architectural review committee having jurisdiction over the property where the satellite dish is located.

F. Signs

Unless shown in the approved Final Development Plan, no advertising sign, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except as follows:

1. "For sale" signs shall not be larger than 36 inches by 48 inches to advertise the sale or rental of such lot or building upon which it is placed, and shall only be located in the front, not the rear or side, of the lot. For sale signs shall be removed within 10 days of closing.

2. Political signs shall not be larger than 36 inches by 48 inches and shall be located in the front, not the rear or side, of any lot. Political signs may be placed no earlier than 90 days prior to an election and must be removed no later than 10 days after an election. One sign per candidate or issue may be erected.

3. Signs advertising a new subdivision, and the advertising period, and construction-related signs shall be as specified on the approved Final Development Plan.

4. One sign, no larger than 24 inches by 36 inches , with the name of the primary builder/contractor working on the construction of a new home may be placed on the lot during construction after the building permit has been approved. Signs for sub-contractors and other services are not allowed without prior approval from the Town Administrator. Signs shall be removed within 10 days after the certificate of occupancy is issued.

5. Temporary signs no larger than 36 inches by 48 inches shall be permitted for celebratory purposes such as residents' birthdays or anniversaries or academic or sports achievements.

G. Grading

For new subdivisions or new multi-lot developments, an approved grading plan is required. For all other lots, adequate allowance for positive drainage away from the structure shall be made. A minimum 2% slope downward from the structure shall be employed for the first 10 feet. The top of the foundation wall, at its highest point, may be increased 1 foot for every 10 feet of front setback.

SECTION 4. WELLS, IRRIGATION, WATER SUPPLY, SANITARY SUPPLY, SANITARY SEWER AND DRAINAGE FACILITIES

For any Planned Development, all public water, sanitary sewer and drainage facilities shall comply with the requirements of the water and sanitary sewer providers and the Town of Columbine Valley Regulations as defined in Article X, Section 2.B, 3 and 4 of these Regulations.

SECTION 5. UTILITY LINES AND FACILITIES

A. For any Planned Development, all electrical, gas, cable TV and telephone meter, transformers, pedestal boxes or similar appurtenances shall be shown on the final Planned Development plan. Design and construction shall comply with the requirements of the service provider.

B. When electrical, gas, cable TV and telephone lines and facilities are proposed in areas not covered by an approved or proposed final plat or final development plan, the location and/or alignment of easements and facilities must be approved by the Board of Trustees following a recommendation by the Town Engineer. The Town Engineer may require plans and other supporting documents prior to making a recommendation to the Board of Trustees.

SECTION 6. ~~MOTHER-IN-LAW/CAREGIVER~~ ACCESSORY DWELLING UNIT

A. An accessory dwelling unit (ADU) is permitted in all A, R-1, MUPD, RPD, and EPD zoned districts.
B. One Accessory Dwelling Unit is allowed per single family residential lot.
C. Form:

1. An Accessory Dwelling Unit may be attached to or integrated into the principle building or may be an accessory building.
2. An Accessory Dwelling Unit shall not exceed 750 square feet.
3. An Accessory dwelling unit shall not include a Motor Home as defined in C.R.S. §42-1-102 (57), a Multi-Purpose Trailer, as defined in C.R.S. §42-1-102 (60).3, or a Recreational Vehicle as defined in C.R.S. §24-32-902 (9).
4. The side setbacks and the rear setbacks shall be the same as those that apply to the single detached dwelling on the lot.

D. Owner Occupancy:
1. An owner of a lot shall provide evidence satisfactory to the Town that the owner resides on the lot at the time an application for construction of or conversion of an accessory dwelling unit is filed.
2. An owner of a lot shall provide evidence to the Town that the owner resides on the lot at the time an application for a short-term rental of the Accessory Dwelling Unit is submitted to the owner of the lot.

E. Approvals:
1. Approval of Accessory Dwelling Unit is required. The approval process for the construction or conversion of an Accessory Dwelling Unit shall be subject to the provisions of Title 15 of the Town's Municipal Code.

SECTION 7. GARAGE SALES

Garage sales are expressly prohibited, except and unless held under the auspices of a lawfully organized HOA or equivalent organization, if such organization exists**,** and only for a period of one day per calendar year. Garage sales on property not represented by an HOA or equivalent organization can be approved by the Board of Trustees or its designee. All signage posted to advertise the garage sale must be erected and removed on the same day as the garage sale.

SECTION 8. ESTATE SALES

An Estate Sale may only be held upon the death of a property owner or when the property owner is vacating the property to relocate to other housing for the purpose of obtaining assistance with daily living and/ or health care.

The following restrictions apply to all Estate Sales in the Town of Columbine Valley:

A. The property owner or to his/her heirs, executors or assigns are permitted only one Estate Sale;

B. The property owner or his/her heirs, executors or assigns, shall apply to the Town for a permit to conduct the estate sale. Such permit shall set forth the reasons for the need for such Estate Sale. There shall be no charge for the permit.

C. An Estate Sale shall be held between the hours of 9:00 a.m. and 5:00 p.m., for one day only.;

D. The property owner or his/ her heir, executors or assigns shall be present at the residence for the duration of the estate sale.

E. An Estate Sale shall be conducted by an independent contractor who specializes in Estate Sales and is licensed by the Town;

F. Only the tangible personal property located inside the residence may be sold at the Estate Sale. All such personal property sold at the Estate Sale must be removed within forty-eight (48) hours following the date of the Estate Sale;

G. All tangible personal property to be sold at the Estate Sale must be displayed within the residence. No tangible personal property shall be displayed outside of the residence;

H. No tangible personal property shall be brought in from outside locations or sources to add to the tangible personal property being sold at the Estate Sale;

I. No presale on-site viewing of the tangible personal property to be sold at the Estate Sale shall be permitted;

J. One Estate Sale sign on the property is permitted. Such sign shall not exceed eighteen inches (18") by eighteen inches (18"). Directional signs to the Estate Sale are not permitted;

K. The property owner or his/her heirs, executors or assigns shall notify the applicable Homeowners Association of the Estate Sale at least two (2) weeks prior to the date of the Estate Sale.

ARTICLE IV
GENERAL PROCEDURES

SECTION 1. AMENDMENT OF ARTICLES I-V AND ZONING MAP

A. The Board of Trustees upon its own motion or following the recommendations of the Planning and Zoning Commission may consider revisions or amendments to Articles I – V of these Regulations or to Appendix A (Zoning Map). The procedure for such provisions or amendments shall be as follows:

First, Public Notice shall be given of any proposed revisions or amendments to be considered by the Planning and Zoning Commission. The Planning and Zoning Commission shall hold a public hearing on the proposal under consideration, prior to giving its recommendations to the Board of Trustees.

Second, the Board of Trustees shall consider such recommendations, however prior to any final action, the Board of Trustees shall hold a public hearing concerning the proposal.

B. Notice prior to a public hearing shall be as set forth below. At least ~~21~~ 18 days prior to the public hearing, the Town Clerk shall have a notice published at least one time in the legal notice section of a general circulation newspaper within the Town and posted at the Town Hall. The notice shall read as follows:

TOWN OF COLUMBINE VALLEY
NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENT TO_____

Notice is hereby given that the Town of Columbine Valley (name of board: Planning and Zoning Commission or Board of Trustees) shall hold a public hearing concerning the type of amendment proposed pursuant to the Town of Columbine Valley Zoning Code and Land Use Regulations.

The public hearing shall be held before the (name of board) on (date), at the hour of (time), or as soon as possible thereafter as the agenda of the (name of board) permits, at (address of location of hearing), or at a place otherwise specified by the Town Clerk. Further information is available by calling (303) 795-1434.

SECTION 2. AMENDMENT OF ARTICLES VI-XIII, REVISIONS TO APPENDIX B, APPENDIX C,

A. Articles VI-XIII may be amended by resolution at a public meeting of the Board of Trustees. Formal public notification is not required unless recommended by the Town Attorney.

B. Prior to any final action by the Board of Trustees, any amendments to Articles VI-XII shall be considered by the Planning and Zoning Commission.

C. Appendix B, Subdividers Improvement Agreement Format, may be revised by the Town Attorney.

D. Appendix C, Amendment History, shall be maintained and the format may be revised by the Town Clerk.

E. Minor revisions such as typographical, punctuation, formatting, clarifications and correction of errors of omission may be made by the Town Attorney, Town Planner or Town Administrator as may be necessary or reasonable.

ARTICLE V
BOARDS, COMMISSIONS AND OFFICIALS

SECTION 1. BOARD OF TRUSTEES

The Board of Trustees is the governing body of the Town of Columbine Valley. Further information about its membership and procedures is found in the Town Municipal Code. It has final approval authority for the following land development applications:

A. Annexations

B. Planned Developments and any amendments thereto

C. Any other amendments to the Zoning Code (text and map)

D. Use by special review

E. Subdivisions

SECTION 2. PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission is appointed by the Board of Trustees. Further information about its membership and procedures is found in the Town Municipal Code. The Commission is responsible for the review and recommendation (to the Board of Trustees) on the following land development applications:

A. Annexations

B. Planned Developments and any amendments thereto

C. Any other amendments to the Zoning Code (text and map)

D. Use by Special Review

E. Subdivisions

F. Master Plan

The Planning and Zoning Commission is the authority for adoption of, and amendments to, the Master Plan, with final ratification and approval by the Board of Trustees.

G. Other Planning Studies

The Planning Commission may review and make recommendations on other planning studies as requested by the Board of Trustees.

SECTION 3. BOARD OF ADJUSTMENT

A. Established

A Board of Adjustment is established, the members of which shall be appointed by the Board of Trustees. The word "Board" when used in this article means the Board of

Adjustment. The Board shall consist of nine members as follows:

1. The Mayor shall be an ex officio member of the Board with no vote, except as provided below, and shall serve during his/her office tenure.

2. The Commissioner of Planning and Zoning shall be an ex officio member of the Board with no vote, except as provided below, and shall serve during his/her office tenure.

3. The other seven members shall be appointed from the Town at large by the Board of Trustees. The members of the Board shall be appointed for three years, with staggered terms of three years. A proper meeting will require a quorum of five voting members. The concurring vote of a simple majority of the Board shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of an applicant on any matter upon which it is required to pass under any ordinance, or to effect any variation in such ordinance. In the absence of a quorum, an ex officio member may serve as a regular member of the Board and vote on all matters before the Board. Under such circumstances, the Mayor shall serve, and if he is unavailable, the Commissioner of Planning and Zoning shall so serve. All hearings of the Board of Adjustment must be held within 30 days after an appeal is filed.

4. The Board of Trustees may appoint not more than four alternate members of the Board to serve in the absence of any regular member of the Board. The alternate members shall be appointed for terms of three years, with staggered terms of three years. If a regular member is absent or is otherwise unable to participate, the Chairman of the Board shall designate which alternate shall serve until such regular member is in attendance at the Board meeting.

5. The Board of Trustees shall appoint the Chairman of the Board of Adjustment from among the non-ex officio members. The term of the Chairman shall be for one year, with eligibility for reappointment. The Board of Trustees shall also choose one of the non-ex officio members of the Board as a Vice Chairman, who, in the absence of the Chairman from any meeting of the Board, or his/her inability to act, shall perform the duties of the Chairman. The term of the Vice Chairman shall be for one year, with eligibility for reappointment.

6. All members of the Board of Adjustment shall be bona fide residents of the Town, and if any member ceases to reside in the Town, his/her membership shall immediately terminate.

7. Members may be removed, after public hearings, by the Board of Trustees for inefficiencies, neglect of duty or malfeasance in office. The Board of Trustees shall file a written statement of reasons for such removal. If vacancies occur otherwise than through ex officio, the expiration of terms shall be filled for the remainder of the unexpired term by the Board of Trustees.

B. Meetings and Procedure

Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board in its rules of procedure may specify. A proper meeting requires a quorum of five voting members.

The Chairman, or in his/her absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions. The Board shall have full power to adopt all rules for the transaction of its business, the regulation of procedure before it and the carrying out of the powers granted to it by the provisions of this article and not inconsistent herewith.

C. Appeals Procedure and Hearing

Appeals to the Board may be taken by any person aggrieved by his/her inability to obtain a building permit, or by the decision of any administrative officer or agency based upon or made in the course of administration or enforcement of the provisions of this article. Appeals to the Board may be taken by any officer, department, Board or bureau of the Town, affected by the grant or refusal of a building permit, or by other decision of an administrative officer or agency based on or made in the course of the administration or enforcement of the provisions of this article. Such appeal shall be made within 30 days of the date the building permit was issued or refused by filing with the Town Clerk and the Board a notice of appeal specifying the grounds for appeal. The Board shall fix a reasonable time for the hearing of the appeal and give due notice to the parties of interest and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney.

D. Powers and Duties

The Board shall hear and determine appeals from and review any order, requirement, decision or determination made by any administrative official charged with the enforcement of these Regulations. Such Board shall hear and decide all matters referred to it or upon which it is required to pass under these Regulations. Such Board shall also have such other powers and duties as are now or may hereafter be provided by law. In exercising the foregoing powers, the Board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and shall make such order, requirement, decision or determination as in its opinion ought to be made and to that end shall have all the power of the Building Commissioner. The Board of Adjustment is appointed by the Board of Trustees and has two primary responsibilities:

1. To hear and decide, grant or deny requests for variances from the provisions of the Zoning Code except as provided in Paragraph E of this section.

2. To hear and decide appeals from the ruling or interpretations of the Zoning Administrator.

E. Limitation of Jurisdiction
Notwithstanding any provisions of this section, the Board of Adjustment is not authorized to hear any appeals or requests for variances from the requirements of an approved Planned Development. Such appeals and variance requests shall be as provided in Article IXI, Section 4 of these Regulations**.**

F. Variances—Hardship
Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of the enactment hereof, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any regulation herein adopted would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the owner of such property, the Board may authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, provided such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this article.

SECTION 4. OTHER OFFICIALS

A. Town Administrator/Clerk
The Town Administrator/Clerk is the initial contact person for all land development inquiries. The Town Administrator/Clerk collects fees, issues permits, maintains the records and minutes of Planning and Zoning Commission and Board of Trustees meetings, and performs other administrative duties as directed. The Town Administrator/Clerk also acts as the Zoning Administrator and is responsible for the interpretation and administration of the zoning regulations.

B. Town Attorney
The Town Attorney provides legal services to the Board of Trustees and other boards and commissions in the Town.

C. Town Engineer
The Town Engineer provides advice on engineering issues to the Board of Trustees and other boards and commissions, and when directed, provides engineering design of public facilities and construction inspection of public facilities.

D. Town Planner
The Town Planner provides advice and recommendations to the Planning Commission and Board of Trustees on land use issues and presents the Planning and Zoning Commission's recommendations to the Board of Trustees.

E. Building Commissioner

The Building Commissioner or his/her designee is responsible for the interpretation and administration of the Building Code.

F. Zoning Administrator

See Town Administrator/Clerk.

ARTICLE VI
LAND DEVELOPMENT APPLICATIONS AND PROCEDURES

SECTION 1. APPLICATIONS

A. Unless otherwise waived by the Board of Trustees, there is no development process other than the Planned Development process as set forth in this Article and forward.

B. All land use decisions will be governed under the application requirements and processing procedures outlined herein. The various application options within the Town consist of the following:

1. Annexations.

2. Planned Development.

3. Major amendments to a Planned Development.

4. Minor amendments to a Planned Development.

5. Use by special review.

6. Subdivisions. The process and procedures for preliminary and final subdivision plats is as specified for preliminary and final development plans.

7. Waivers and Exemptions.

8. Variances as specified in Article V Section 3, Board of Adjustments.

C. The applicant is responsible for all costs of review and processing of a land development applications including but not limited to, costs of legal, engineering, planning and other review by Town consultants. The applicant is also responsible for the costs of notification, publishing and recording. The Town Planner will provide the applicant with an estimate of costs for the preliminary plan and plat stage of the land development process and for other applications. The applicant will pay the amount of the estimate at the beginning of preliminary plan and plat stage, unless a different method is approved by the Town Administrator. If the actual costs exceed the estimate, the applicant will pay the additional cost prior to the initiation of the next stage. If there is a positive balance, that amount will be credited to the next stage, or refunded if the process has been completed. Any outstanding costs will be paid prior to recording of the final plan/plat or other documents.

SECTION 2. PROCESSING THE PRELIMINARY PLAN/PRELIMINARY PLAT

A. Pre Submittal Meeting

1. A pre-submittal meeting with the Town staff is the first step in any approval process. The purpose of the pre-submittal meeting is for the applicant to explain the nature of the proposal and for staff to determine the appropriate course of action to properly process such proposal. Staff may be able to make that determination immediately or take the matter under advisement and provide a written response to the applicant shortly after the pre-submittal meeting and within a reasonable period of time.

2. To schedule a pre-submittal meeting, an applicant must contact the Town Administrator who will schedule a meeting with the appropriate Town staff based upon the information provided in the form.

B. Processing the Preliminary Plan/Preliminary Plat

The preliminary plan/plat is the first step in the Planned Development approval process. When used in this Article the term preliminary plan and preliminary development plan shall mean both the preliminary plan and preliminary plat unless otherwise specified. The preliminary plan contains plans and supporting documentation sufficient to determine the intensity of development, general design standards, traffic impacts, drainage characteristics, and general street and utility layout. Unless waived by the Board of Trustees, the preliminary plan must include all the owners' contiguous land.

1. Submittal

   a. When an application for a preliminary plan approval is submitted, the Town Planner will review the plan to ensure that all submittal requirements have been met.

   b. If the application is complete, the applicant will be notified of the number of copies required. Upon acceptance of the application the Town Clerk shall schedule the case for a hearing by the Planning and Zoning Commission. The hearing shall be scheduled for the first available Planning and Zoning Commission meeting but not more than 45 days after the application has been accepted.

   c. If the application is deficient due to failure to include major items, or if there are major errors, it will not be accepted. The Town Planner will return the application with a copy of the submittal requirements showing the items that need to be corrected.

   d. Any application that includes a Waiver, Exemption or any deviation from any published standard will include a description of the deviation, the justification or reason for such deviation, and any other information the applicant thinks is applicable for the Town to consider. If the approval or denial of a Waiver or Exemption is critical to the applicant's proposal, such Waivers or Exemptions must be approved by the Board of Trustees prior to acceptance of the preliminary plan application.

2. Notifications for Planning and Zoning Commission Hearing
   At least but not less than ~~21~~ 18 days prior to the hearing:

   a. The Town Clerk will publish a notice of public hearing in a newspaper of general circulation within the jurisdiction of the Town.

   b. The Town Clerk will post a notice of public hearing at the Town Office.

   c. The applicant will notify property owners within 300 feet in accordance with the notice requirements found in Article VIII, Section 3, Public Notice Forms.

   d. A notice shall be posted by the applicant on the property for which the land use application is made. The notice shall be as specified in Article VIII, Section 3, Public Notice Forms.

3. Referrals
   The Town staff will confirm that the digital copy of the plan, as submitted, is complete and send a digital copy to each referral agency within 10 business days of the submittal. The referral agencies will be asked for a response within a reasonable time**.** Staff will assemble all comments and inform the applicant of the referral comments. The applicant shall endeavor to resolve all outstanding comments and provide written responses to the Town regarding disposition of all comments. The applicant shall submit all required revised Planned Development documents for staff review.

4. Long Letter
   The Town staff will complete a detailed review of the plan, the supporting documents and responses from referral agencies and then will send the applicant a letter stating the required and recommended revisions or requests for clarification.

5. Staff report
   Prior to the scheduled Planning and Zoning Commission meeting, the Town Planner will prepare a report to the Commission on the proposed preliminary plan. The report will be included in the Commission packets and will provide the following information:

   a. A summary of the request and related information such as existing zoning, character of the adjacent property, etc.

   b. A description of the major elements of the plan.

   c. A summary of the traffic study, drainage study, preliminary construction plans and other engineering issues (including the Town Engineer's report).

   d. A summary of the referral comments.

   e. Findings of fact.

f. Recommendations.

6. Planning and Zoning Commission Public Hearing

   a. The purpose of the public hearing held by the Planning and Zoning Commission is to allow the Planning Commissioners and the public to hear and comment on the staff report and the applicant's presentation. All questions and comments will be directed to the Chair. Unless the hearing is continued to another date, the Chair can determine that there has been adequate information provided by the staff and the applicant, and, that all relevant questions and comments from the public have been addressed. The public hearing will be closed and one of the following actions taken:

      i. Recommend approval of the preliminary plan and plat as presented.

      ii. Recommend approval of the preliminary plan and plat with conditions.

      iii. Denial of the preliminary plan or plat for reasons specified.

      iv. Continue the meeting to a date certain.

   b. If the Commission approves the preliminary plan with recommended revisions or conditions, the applicant shall submit a letter to the Town Planner stating their position regarding the recommendations or conditions.

   c. If the Commission does not approve the preliminary plan, the applicant has two options:

      i. Attempt to resolve and resubmit; or

      ii. Appeal within 10 days to the Board of Trustees in which case the applicant shall provide a letter stating reason for such appeal.

   d. Upon receipt of the required number of preliminary plan sets and other requested materials, the Town Planner will schedule the case for the next available Board of Trustees meeting.

7. Notifications for Board of Trustees Meeting
   The Board of Trustees meeting on the preliminary plan and plat is not a public hearing. It is a regular or special meeting of the Board of Trustees which is open to the public.

8. Staff report
   Prior to the Board of Trustees meeting, the Town Planner will prepare a report to the Board of Trustees on the proposed preliminary plan. The report will be prepared in sufficient time to be included in the Board of Trustee packets and will include:

a. A summary of the request and related information such as existing zoning, character of the adjacent property, etc.

b. A description of the major elements of the plan.

c. A summary of the traffic study, drainage study, preliminary construction plans and other engineering issues (including the Town Engineer's report).

d. A summary of the referral comments.

e. Findings of fact.

f. A summary of the Planning and Zoning Commission's findings and recommendations.

g. Staff Recommendations.

9. Board of Trustees Action
The purpose of the meeting held by the Board of Trustees is to allow the Trustees and the public to hear and comment on the staff report and recommendations, the recommendations of the Planning and Zoning Commission and the applicant's presentation. All questions and comments will be directed to the Mayor.

Unless the meeting is continued to another date, the Mayor can determine that there has been adequate information provided by the staff and the applicant, and, that all relevant questions and comments from the public have been addressed. One of the following actions can be taken.

a. Approval of the preliminary plan and plat as presented.

b. Approval of the preliminary plan and plat with conditions.

c. Denial of the preliminary plan or plat for reasons specified.

d. Continue the meeting to a date certain.

e. Refer the application back to the Planning and Zoning Commission for reconsideration.

Approval of the preliminary plan and plat does not grant approval of the development proposal. Approval of the development proposal is only granted when the final plan and plat are approved. Approval of the preliminary plan and plat indicates that the proposed uses and development standards are acceptable for inclusion in the final plan and plat submittal.

10. Filing the Preliminary Plan

If the Board of Trustees approves the preliminary plan, the applicant will make any required revisions to the plan and submit a check set of prints for staff's review. If staff finds everything in order, applicant shall submit Signature Mylars to the Town for execution.

11. Expiration of the Preliminary Plan
    The preliminary plan approval shall expire eighteen months after approval by the Board of Trustees unless an application for final plan/plat approval for all or a portion of the property included in the preliminary plan/plat has been filed. The Board of Trustees may grant an extension of the period of expiration.

12. Recording
    The Town Clerk or the applicant, may record, or cause to be recorded, the Signature Mylars as soon as possible after they have been signed by all required parties.

SECTION 3. PROCESSING THE FINAL PLAN/PLAT

A. When used in this Article the term final plan, final development plan or final planned development plan shall mean both the final plan and final plat unless otherwise specified. Final plan approval constitutes the completion of the land development planning process, and the final plan is the legal document that governs the development. Unlike the preliminary plan, which is a planning document, the final plan requires detailed and exact survey data, detailed and complete engineering data, detailed landscaping plans, signage and lighting plans, architectural illustrations and other plans, graphics and documents as may be required. A final plan application may be submitted for all or a portion of the site covered by the approved preliminary plan.

B. Submittal
   1. Staff shall review the final plan to determine conformance with the approved preliminary plan. If the plan is in substantial conformance with the approved preliminary plan, staff shall schedule the application for the next available Planning and Zoning Commission meeting.

   2. If staff determines any deviation is sufficient to warrant not accepting the application, staff shall provide the applicant with a list of additional items to be submitted and/or items to be corrected.

C. Referrals
   Upon acceptance of the application, the Town Planner shall refer the case to the appropriate referral agencies and HOAs.

D. Notifications
   The meeting of the Planning and Zoning Commission to consider the Final Development Plan/Final Plat is not a public hearing. The meeting is open to the public.

E. Staff report

The Town Planner will prepare a report to the Commission on the proposed final plan. The report will be prepared in sufficient time to be included in the Commission packets and will include:

1. A summary of the request and related information such as existing zoning, character of the adjacent property, etc.

2. A description of the major elements of the plan.

3. A summary of the traffic study, drainage study, preliminary construction plans and other engineering issues (including the Town Engineer's Report).

4. A summary of the referral comments.

5. Findings of fact.

6. Recommendations.

F. Planning and Zoning Commission action

1. The purpose of the public meeting held by the Planning and Zoning Commission is to allow the Commissioners and the public to hear and comment on the staff report and the applicant's presentation. All questions and comments will be directed to the Chair. When the Commission considers a final plan and plat, it is not a public hearing. However, the meeting is open to the public and members of the public may comment during the appropriate section of the meeting. The Commission may take one of the following actions:

   a. Recommend approval of the final plan and plat as presented.

   b. Recommend approval of the final plan and plat with conditions.

   c. Denial of the final plan or plat for reasons specified.

   d. Continue the meeting to a date certain.

2. If the Planning and Zoning Commission recommends approval of the final plan with revisions or conditions, the applicant shall submit a letter to the Town Planner stating their position regarding the recommendations or conditions.

3. If the Planning and Zoning Commission does not recommend approval of the final plan, the applicant has two options:

   a. Attempt to resolve and resubmit; or

   b. Appeal within 10 days to the Board of Trustees in which case the applicant shall provide a letter stating the reason for such appeal.

4. Upon receipt of the required number of final plan sets and other requested materials, the Town Planner will schedule the case for a Board of Trustees hearing.

G. Notifications for the Board of Trustees Hearing

At least ~~21~~ 18 days prior to the Board of Trustees Public Hearing:

1. The Town Clerk will publish a notice of the public hearing in a newspaper of general circulation.

2. Town Clerk will post a notice of the public hearing at the Town Office.

3. Applicant shall notify adjacent property owners within 300 feet. The notice shall conform to the requirements found in Article VIII, Section 3, and Public Notice Forms.

4. A notice shall be posted by the applicant on the property for which the land use application is made. The notice shall be as specified in Article VIII, Section 3, and Public Notice Forms.

H. Staff report

Prior to the Board of Trustees hearing, the Town Planner will prepare a report to the Board of Trustees on the proposed final plan/plat. The report will be prepared in sufficient time to be included in the Board of Trustee packets and will include:

1. A summary of the request and related information such as existing zoning, character of the adjacent property, etc.

2. A description of the major elements of the plan.

3. A summary of the traffic study, drainage study, preliminary construction plans and other engineering issues (including the Town Engineer's Report).

4. A summary of the referral comments.

5. Findings of fact.

6. A summary of the Planning and Zoning Commission's findings and recommendations.

7. Recommendations of staff.

I. Board of Trustees action

1. The purpose of the hearing held by the Board of Trustees is to allow the Trustees and the public to hear and comment on the staff report, the recommendations of the Planning and Zoning Commission and the applicant's presentation. All questions and comments will be directed to the Mayor.

Unless the hearing is continued to another date, the Mayor can determine that there has been adequate information provided by the staff and the applicant, and, that all relevant questions and comments from the public have been addressed. The Mayor then may close the public hearing and one of the following actions can be taken.

a. Approval of the final plan and plat as presented.

b. Approval of the final plan and plat with conditions.

c. Denial of the final plan or plat for reasons specified.

d. Continue the meeting to a date certain.

e. Refer the application back to the Planning and Zoning Commission for reconsideration.

2. Upon approval of the final plan/plat, the following shall be required prior to the issuance of any permit for construction:

a. A digital copy of an executed and recorded Subdivider Improvements Agreement, if required.

b. A warranty deed, or dedication by plat, for any dedicated public sites.

c. A check in the amount necessary for all outstanding fees and payments due for review and processing, surveyor review and recording fees.

d. Satisfactory completion and approval of all engineering plans or other documents that were previously deferred until after final approval of the Final Plan or Final Plat.

e. The number of copies of the revised plan as specified by the Town Planner.

J. Final plan/plat

If staff determines that the final Planned Development plan and final plat, and supporting documents, are in conformance with all conditions of approval and Town regulations, and contain the appropriate signature blocks, the applicant shall submit the Signature Mylars to the Town for execution and recording.

K. Recording

The Town Clerk, or the applicant, will record, or cause to be recorded, the final plan and final plat Signature Mylars, deeds, the Subdivider Improvements Agreement and other documents as soon as possible after they have been deemed approved by the Town Attorney. A digital copy of the recorded Signature Mylars will be provided to the Town Clerk.

L. Effective Date of Final Approval

The effective date of final approval of the final plan shall be 30 days after the publication of the ordinance approving such final plan.

SECTION 4. AMENDMENTS

A. Major Amendments

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

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

2. The major amendment process is the same process as for the final plan.

B. Minor Amendments

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

1. Criteria

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

a. All involved lands must be part of a previously approved plan.

b. No additional lot, parcel or building site is created.

c. The lot, parcel or tract areas, street frontage, percent of common open space, setbacks or building heights shall not be reduced by more than 10%.

d. The revisions do not conflict with any other ordinances, regulations, codes or rules of law of the Town of Columbine Valley or the State of Colorado.

e. The revisions do not conflict with any major requirement or condition of the approved final Planned Development plan.

f. Changes consist of typographical and spelling errors or transpositions, incorrect seal, incorrect dates, monumentation incorrectly noted or drawn, incorrect or missing interior bearing(s) and/or dimension(s) on the drawing, or missing or incorrectly displayed arrows or symbols.

g. The revisions are street name changes only.

h. The revision is a plan title change only.

2. Process
The process and approval procedures for a minor amendment shall be as specified for a final Planned Development plan except as follows:

a. Unless recommended by the Town Attorney, review by the Planning and Zoning Commission is not required.

b. There are no referrals to outside agencies required. The Town Planner may refer the minor amendment to interested agencies, if appropriate.

c. Public notification is not required. The Town Planner may request notification of all or some adjacent or surrounding property owners, if appropriate.

d. Upon receipt of a complete application for a minor amendment, the Town Planner shall schedule the case for the first available meeting of the Board of Trustees.

3. Board of Trustees Action
The Board of Trustees may approve the application, with or without conditions, deny the application or continue the matter to a date certain.

C. Recording
Minor amendments may be recorded if so determined by the Town Attorney, the Town Planner or the Board of Trustees. If so directed, the Town Clerk will record, or cause to be recorded, the amended plan.

SECTION 5. USE BY SPECIAL REVIEW

A. The processing of a use by special review shall be as specified for a final Planned Development plan.

B. The submittal requirements for a use by special review are specified in Article VII, Section 5.B of these Regulations.

ARTICLE VII

SUBMITTAL REQUIREMENTS

The following article outlines the submittal requirements for each specific land use application. An incomplete application will not be processed.

SECTION 1. ANNEXATIONS

A. Statutes Apply
All requests for annexation must comply with Colorado Municipal Annexation Act of 1965 (CRS Section 31-12-101 et seq., as amended).

B. Submittal Requirements

1. A completed application form.

2. All documents required pursuant to the Colorado Municipal Annexation Act of 1965.

3. A narrative stating applicant's intent for annexation.
If intent includes concurrent land development, the applicant shall include the submittal requirement for the Planned Development as well, unless the requirement has been waived.

4. Title policy current within 30 days of application.

5. A list of abutting property owners within the Town of Columbine Valley and within 300 feet of any property boundary of the Planned Development.

C. Zoning
1. Enclave Annexations:
When the annexation of a property satisfies the requirements of CRS §31-12-106, as amended, the public hearing for the zoning for such property, as an enclave, shall be before the Board of Trustees where there is an annexation agreement with the property owner.

2. Non-Enclave Annexations:
The zoning of all other annexed property, except enclave annexations, shall be subject to Section I of Article IV.

SECTION 2. PLANNED DEVELOPMENTS

A. Preliminary Plan/Plat
The preliminary plan/plat is the first step in the Planned Development approval process. When used in this Article the term preliminary plan and preliminary development plan shall mean both the preliminary plan and preliminary plat unless otherwise specified. The submittal requirements are:

1. A completed Application for Land Development.

2. Statement or letter of intent containing:

    a. Description of the proposed development.

    b. Time schedule for completion of the project or each phase thereof.

3. List of abutting properties and properties within 300 feet, including names and addresses of owners of record.

4. Title work current within 30 days of submission.

5. Black line prints (24 inches x 36 inches) and reductions (11 inches x 17 inches) in both hardcopy and digital format unless a different format and size is specified by the Town Planner. The number of sets shall be as specified at the Pre-Submittal meeting. The prints shall show:

   a. Perimeter boundary.

   b. Existing topography. (Plat only)

   c. Legal description including total acreage.

   d. Location of existing (to remain) and proposed structures (where applicable) with square footage, heights and uses.

   e. Boundaries of any 100-year flood plain or areas subject to flooding.

   f. Names of recorded subdivision plats of adjoining platted land by recorded name, date and number.

   g. Development Stipulations Chart (Article VIII, Section 2), (Plan only).

   h. Tract Summary Chart (Article VIII, Section 2), (Plat only).

   i. Proposed lots, blocks and tracts (with square footage**),** street ROW, easements and boundary lines.

   j. All proposed access points, circulation, parking and loading areas.

   k. Location, height, size of proposed signs, lighting and advertising devices.

   l. Solid waste disposal areas and containers.

   m. Areas to be dedicated or reserved as common or public open space, and other public facilities.

   o. Signature blocks, Certifications and Standard Notes (Paragraph C of this Section).

   p. Building illustrations showing colors, material types, maximum heights of structures and square footage. See Article XI, Design Standards.

   q. Preliminary site lighting plan.

   r. Preliminary landscaping plan that illustrates:

i. Types of plantings (shrubs, trees and groundcover, and whether deciduous or coniferous).

ii. Buffering from adjacent land uses.

iii. Pedestrian walkways, plazas, patios or similar gathering places and linkages to public areas and other neighborhoods.

iv. The Board of Trustees may require special note stating that the HOA assume maintenance responsibility for landscaping on a portion or all of the individual lots.

s. Preliminary engineering plans showing proposed:

i. Dewatering plan, if necessary.

ii. Drainage, flood control, water quality.

iii. Grading, erosion, sediment control.

iv. ROW cross sections (roads, walks, etc.).

v. Water supply, including fire control.

vi. Wet utilities.

vii. Proposed dry utility service points.

viii. Preliminary public improvements costs.

t. "Will Serve" letters for wet and dry utilities.

u. Traffic study. (To be obtained by Town unless otherwise arranged. The cost of the study is to be paid by the applicant).

v. Phase I drainage study.

w. Other Studies, Documents and Data
At the option of the Town staff, other studies, documents or data may be required. This requirement may include, but is not limited to:

i. A Fiscal Impact Analysis with the format and contents as specified by the Town Administrator.

ii. Noise Impact Study with the format and contents as specified by the Town Engineer.

iii. School Enrollment and School Capacity Projections.

x. Payment of all outstanding fees for processing, including fees charged by the Town's consultants.

y. A digital copy of the entire submittal.

B. Final Plan

1. Completed Application for Land Development.

2. Revised statement or Letter of Intent containing:

a. Description of the proposed development.

b. Time schedule for completion of the project or each phase thereof.

3. List of abutting properties and properties within 300 feet, including names of owners of record.

4. Title work current within 30 days of submission.

5. Black line prints (24 inches x 36 inches) and reductions (11 inches x 17 inches) unless a different format and size is specified by the Town Planner. The number of sets to be specified by the Town Planner. The prints shall show:

a. Perimeter boundary.

b. Existing topography.

c. Legal description, including total acreage.

d. Location of existing (to remain) and proposed structures (where applicable), with square footage and heights and uses.

e. Boundaries of any 100-year flood plain or areas subject to flooding.

f. Names of recorded subdivision plats of adjoining platted land by record name, date and number.

g. Development Stipulations Chart (Article VIII, Section 2).

h. Pedestrian walkways, plazas and patios, or similar gathering places and linkages to public areas and other neighborhoods.

i. Proposed lots, blocks and tracts (with square footage), street ROW, easements and boundary lines.

j. All proposed access, circulation, parking and loading areas.

k. Location, height, size of proposed project and street signs, street lighting fixtures and advertising devices.

l. Solid waste disposal areas and containers.

m. Areas to be dedicated or reserved as common or public open space, and other public facilities.

n. Signature blocks, certifications and Standard Notes (Paragraph C of this Section).

o. Illustrative building (street elevations) exhibits showing colors, material types and maximum heights of structures. If models are proposed the model name, footprint and square footage shall be shown. See Article XI, Section 1E.

p. Final site lighting and photo metrics plan with illustrations of all proposed fixtures.

6. Landscape plans in the same format as final plans showing final landscaping plan and labels that illustrates plant species, including quantity, size and location. Include overall plant list with quantities, planting details and show all hardscape materials and details.

7. Engineering and construction documents as specified in Paragraph D. 3, of this Section, unless a Deferment Exemption has been approved by the Board of Trustees.

8. Other Studies, Documents and Data
At the option of the Town staff, other studies, documents or data may be required. This requirement may include, but is not limited to:

a. A Fiscal Impact Analysis with the format and contents as specified by the Town Planner and Town Treasurer.

b. Noise Impact Study with the format and contents as specified by the Town Engineer.

c. School Enrollment and School Capacity Projections.

9. Payment of all outstanding fees for processing, including fees charged by the Town consultants.

10. A digital copy of the entire submittal.

C. Signature Blocks and Standard Notes
The following signature blocks and standard notes shall be incorporated onto the cover sheet of all Planned Development plans and plats:

1. Signature Blocks

- **STATEMENT OF OWNERSHIP AND CONTROL**

  Be it known that (name of actual owners of the site) are the owners of the property known as the (name of development), located at (address) in Columbine Valley, Colorado, which property is described on this plan/plat and that as the owners of the property we have the legal right and authority to request approval of this (Planned Development or Subdivision Plat) from the Town of Columbine Valley.

  Signed this ____day of _____, AD____.

  _____
  Signature

  _____
  Title

- **NOTARIES**

  State of Colorado
  ss.
  County of Arapahoe

  The foregoing instrument was acknowledged before me this ____day of _____, AD____, by (printed name of owner(s): if by natural persons here, insert name; if by person acting in a representative official capacity, insert capacity; if by officers of a corporation, then insert the title of said officers and the name of the corporation).

  My Commission expires_____

  My address is _____
  Witness my hand and official seal.

  _____
  Notary Public
  (Seal)

- **PLANNING AND ZONING COMMISSION REVIEW PRELIMINARY PLAN**

  This (preliminary development plan/plat) was reviewed by the Planning and Zoning Commission of the Town of Columbine Valley, Colorado, this ___ day of _____, AD___.

  Attest:- _____
  Town Planner

- **BOARD OF TRUSTEES APPROVAL PRELIMINARY PLAN**

  This (preliminary development plan/plat) was approved by the Board of Trustees of the Town of Columbine Valley, Colorado, this _ day of _____, AD____.

  Attest _____
  Town Clerk

- **PLANNING AND ZONING COMMISSION REVIEW**
  This final development plan/plat was reviewed by the Planning and Zoning Commission of the Town of Columbine Valley, Colorado, this __day of _____, AD____.

  _____ _____
  Chairperson Witness

- **BOARD OF TRUSTEES APPROVAL**
  This final development plan/plat was approved by the Board of Trustees of the Town of Columbine Valley, Colorado, this ____day of _____, AD____.

  _____ _____
  Mayor: Town of Columbine Valley Attest: Town Clerk

- **COUNTY CLERK AND RECORDER'S ACCEPTANCE**
  This (plan/plat) was accepted for filing in the office of the Clerk and Recorder of Arapahoe County, Colorado, on this _____day of _____, AD____.

  Reception Number_____,

  Date_____ _____
  County Clerk

2. Standard Notes
   The following notes shall be required on the cover sheet of all Planned Development final plans/plats:

THE OWNER(S) OF THE (NAME OF PLANNED DEVELOPMENT) KNOWN AS (PROJECT/SUBDIVISION NAME), THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING:

- **Improvements Completed**
  That no development, construction or improvements shall be certified for occupancy unless and until all required public improvements, as defined within the Subdivider Improvements Agreement for this (plan/plat) are in place and accepted, or a deferment has been approved, by the Town of Columbine Valley.

- **Emergency and Service Vehicle Access**
  The emergency and service vehicle access easement(s) shown hereon shall be constructed and maintained by the owner and subsequent owners, heirs, successors and assigns or HOA. In the event that such construction and maintenance is not performed by said owner, the Town of Columbine Valley shall have the right to enter such easements and perform necessary work, the cost of which said owner, heirs, successors and assigns agree to pay upon billing.

- **Storm Drainage Easements**
  When stormwater drainage easement(s) are required, the following language shall appear on the face of the plat:

  "The stormwater drainage easement(s) shown hereon is (are) for the purpose of access, operation, maintenance, repair and alternation of the stormwater quantity and quality management system/facilities included within the said easement(s). The operation, maintenance and repair of such stormwater management system/facilities shall be the responsibility of the owner and subsequent owners, heirs, successors and assigns or HOA (Homeowners Association). In the event that the operation, maintenance and repair of the stormwater management system/facilities are not performed by said owner, the Town of Columbine Valley shall have the right to allow the HOA to enter such easement(s) and perform the necessary work, the cost of which said owner, heirs, successor and assigns agree to pay upon billing. Any claims and resulting judgments for damage to downstream properties caused by the lack of adequate maintenance being performed by the said property owner shall be borne solely by the said property owner. The property owner hereby releases, indemnifies and holds harmless the Town of Columbine Valley from any and all liability resulting from the lack of adequate maintenance of said stormwater management system/facilities. No buildings, fills, excavations, structures, fences or other alterations shall be constructed within a stormwater drainage easement(s) without the express written consent of the Town."

- **Street Maintenance**
  It is mutually understood and agreed that the dedicated roadways shown on this plat/plan will not be maintained by the Town until and unless the streets are constructed in accordance with the subdivision regulations in effect at the date construction plans are approved, and provided construction of said roadways is started within one year of the construction plan approval. The owner and subsequent owners, heirs, successors and assigns or HOA shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.

- **Landscape Maintenance**
  The owners, their successors and/or assigns in interest or other entity other than the Town of Columbine Valley shall be responsible for maintenance and upkeep of the perimeter fencing, landscaped areas and sidewalks within the public ROW adjacent to this Planned Development

  The owners, their successors and/or assigns in interest other than the Town shall be responsible to maintain all common open space and other landscaped areas associated with this development.

- **Sight Triangle Maintenance/Clearance**
  Corner vision clearance requirement: No fence, wall, hedge, shrub, structure or other obstruction to view that is more than 42 inches in height shall be erected,

placed or maintained within a triangle formed by the point of intersection of lot lines abutting a street and the points located along the lot lines 30 feet from the point of intersection.

- **Drives, Parking Area and Utility Easements Maintenance**
  The owners, their successors and/or assigns in interest other than the Town of Columbine Valley shall be responsible for maintenance and upkeep of any and all drives, parking areas and easements (i.e., cross access easements, drainage easements, etc.).

- **Private Street Maintenance (If Applicable)**
  It is mutually understood and agreed that the private roadways shown on this plat/plan that are not in conformance with the Town of Columbine Valley roadway design and construction standards will not be maintained by the Town until and unless the streets are constructed in conformance with the Town's regulations in effect at the date of the request for dedication. The owners, developers and/or subdividers, their successors and/or assigns in interest, or HOA shall be responsible for street maintenance until such time as the Town accepts responsibility for maintenance as stated above.

- **Building Permits/Certificates of Occupancy**
  No building permits or Certificates of Occupancy (CO's) will be approved or issued until the Town Administrator or Town Planner have determined that the structures proposed in the building permit applications or Certificate of Occupancy are consistent with the structural elevations contained in the approved Final development Plan.

- **Final Plat Cross-Reference**
  There is an approved final plat for the property covered by this Planned Development plan. The final plat contains survey data, lot dimensions, easements dimensions and purpose, special and standard notes, and other information relevant to the property. The final plat is recorded in the office of the Arapahoe County Clerk and Recorder, Book ____, Page ___.

D. Final Plat

The Final Subdivision Plat is the document that contains the legal description of the surveyed boundaries of the property being platted with angles, distances and bearings, the surveyed lot boundaries, the parcel and tract boundaries and purpose and all required certifications and signatures. The final plat shall be submitted and include the following:

1. Revised Application for Land Development and revised Letter of Intent, if necessary.

2. Plat Map. Blackline prints (24 inches x 36 inches) and reductions (11 inches x 17 inches) unless a different format and size has been specified by the Town Planner. The Plat Map shall show:

a. Perimeter Boundary.

b. Primary control point description. (ties to control points to which all dimensions, angles, bearings, etc., related to plat).

c. Location and description of all monuments.

d. Lot, Block and Tract boundary lines, right of way(R-O-W) lines of streets, easements and other rights-of-way, property lines of residential lots, with dimensions.

e. Bearings, deflection angles, radii, arc and central angles of all curves. (Accurate control survey which balances and closes within State limits).

f. Closure calculations.

g. Total acreage and surveyed legal description.

h. Name and ROW width of each street.

i. Location, dimensions and purpose of easements.

j. Numbers to identify each block and lot.

k. Tract Summary Chart (Article VIII, Section 2).

l. Name of record owners of adjacent unplatted land.

m. Reference to recorded subdivision plat of adjoining platted land by record name, date and number.

n. Pedestrian walkways and linkages to public areas and other neighborhoods.

o. Areas to be dedicated or reserved as public or common open space, school sites and other public facilities.

p. Boundaries of any areas that have a 1% chance of experiencing a flood each year.

q. Certifications and Standard Notes (Paragraph C of this Section).

3. Engineering Plans and Documents

a. Dewatering plan, if necessary.

b. Drainage, flood control and water quality.

c. Grading, erosion and sediment control. *Note*: Grading plans shall indicate the highest point of finished grade of the foundation for any structure so maximum height can be determined.

d. ROW cross sections (roads, walks, etc.).

e. Water supply, including fire control.

f. Wet utilities.

g. Dry utility service points, pedestals, transformers, etc.

h. Pavement design report for public and private streets.

i. Phase Three drainage study.

j. Construction plans (streets and drainage).

4. Final Landscaping Plans as specified in Article VII, Section 2B, unless provided with a final development plan.

5. Building elevations as specified in Article VII, Section 2B, unless provided with a final development plan.

6. Copies of final special agreements, conveyances, restrictions or covenants unless provided with a final development plan.

7. In addition to the signature blocks and standard notes specified in Section C of this Article, the final plat shall contain the following signature blocks and standard notes.

- **CERTIFICATE OF OWNERSHIP AND DEDICATION**

  (I, We), printed name of owner(s)), being the owner(s) of the land described as follows: (insert legal description of land being platted and/or subdivided and include area in acres to two decimal places) in the Town of Columbine Valley, Colorado, under the name of (complete name of development in capital letters), have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the Town, District or HOA the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

  In witness whereof (printed name of the owner) has (have) subscribed (his, her, their) name(s) this _____day of _____, AD ___.

  By: _____
  Owner(s)

Notaries

State of Colorado
ss.
County of Arapahoe

The foregoing instrument was acknowledged before me this _____day of _____, AD ___, by (printed name of owner (s): if by natural persons here, insert name; if by person acting in a representative official capacity, insert capacity; if by officers of a corporation, then insert the title of said officers and the name of the corporation).

My Commission expires: _____

My address is _____

Witness my hand and official seal.

_____
Notary Public
(Seal)

- **TITLE VERIFICATION**

I/We (name), a (choose one: qualified title insurance company, title attorney or attorney at law), do hereby certify that I/we have examined the title of land described hereon and that title to such land is in the owner's name, free and clear of all liens, taxes and encumbrances, except as follows:

_____
(Title of Official) Title Insurance Company

_____
(Title Attorney) or (Attorney at Law)

- **MORTGAGEE'S APPROVAL**

In witness whereof mortgagee has subscribed its name this _____day of _____, AD____.

Notarial

State of Colorado
ss.
County of Arapahoe

The foregoing instrument was acknowledged before me this ____day of _____, AD____, by (printed name of mortgagee: if by natural persons here, insert name; if by person acting in a representative official capacity, insert capacity; if by officers of a corporation, then insert the title of said officers and the name of the corporation).

My Commission expires _____
My address is _____

Witness my hand and official seal.

- **TOWN ENGINEER REVIEW (PLAT ONLY)**

The Town Engineer has reviewed this plat and found it to be in general conformance with the Town's engineering standards. The signature of the Town Engineer does not absolve the applicant's design engineer responsibility to provide adequate and professional design.

_____ Date_____
Town Engineer

- **CERTIFICATE OF TAXES PAID**

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____upon all parcels of real estate described on this plat are paid in full. Dated this _____day of _____, AD____.

_____
Treasurer of Arapahoe County, Colorado

- **SURVEYING CERTIFICATION**

I, (name of surveyor), a registered professional land surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat accurately represents said survey. This survey prepared in accordance with the Manual of Instruction for the Survey of Public Lands, 1977 except as modified by Colorado Revised Statutes 38-51-101 through 103, as amended.

_____ R.L.S. No._____
Signature

1. The surveyor shall seal the plat so that the seal does not obscure any information shown on the plat.

2. A bullet is required for each general note required in these Regulations.

3. Where the exterior boundary lines of the plat shows bearings and distances that vary from those recorded in adjoining plats or surveys, a note shall be placed along those lines, in parenthesis, stating the recorded bearing and distance, and the reception number or plat book and page of the adjoiners, as shown in the following example:

   N41 degrees 127'29"E (recorded as N41 degrees, 10'23"E in Book 98 at Page 98).

4. With the submittal of the final Mylars, an address plat is required. The Address Mylar is an exact duplicate of the final plat exhibit with the addition of a label that reads "address plat" and labels the addresses for each lot or tract in the subdivision. (The Address Plat needs to be signed by the owner(s) of the property and the signature(s) needs to be notarized.) The Address Plat Mylar shall be a photographic mylar or equivalent (prepared such that the text/line work does not bleed, flake or scratch off) on 24-inch x 36-inch single/double matte mylar. The drawing shall be in uppercase sans serif with a minimum 12-point font unless otherwise approved by the Town Planner or designee. The Address Plat Mylar is routed the same as the final plat mylar but is not recorded with the final plat. When multiple sheets are needed, a cover sheet may be required that shows a composite of the subdivision.

5. No plat shall include copyright restrictions.

6. All technical reports shall have been approved or concurrently approved with the plat.

7. All other applicable sections and requirements are completed as deemed necessary by the Board.

8. Signature Format Mylars are required.

SECTION 3. MAJOR AMENDMENTS

A. The submittal requirements and processing of a major amendment shall be the same as for the original final plan/plat.

B. Any amendment not meeting the criteria of a minor amendment shall be considered a major amendment.

SECTION 4. MINOR AMENDMENTS

A. Submittal Requirements

1. Application form.

2. Letter of Intent

3. Description of change with supporting documentation shown and highlighted on the previously approved Planned Development plan.

4. Any other documents required by the Town Planner.

B. Processing

The processing of a Minor Amendment is specified in Article VI, Section 4B of These Regulations.

SECTION 5. USE BY SPECIAL REVIEW

A. Intent

Within the A (Agriculture), Country Club (CC), and R-1 (Residential) zoning districts there are certain existing or requested uses that require special approval by the Board of Trustees. Because these uses may have adverse impacts on adjacent property, the neighborhood or the community, the Board of Trustees can impose conditions on the approval of these uses or can deny the use.

B. Submittal Requirements

The applicant shall submit the following. The number of copies and format (digital and/or hard copies) shall be as specified by the Town Planner.

1. Completed application form.

2. Legal description.

3. Narrative detailing all uses requiring approval.

4. Title work current within 30 days of submission.

5. Current site plan showing current and proposed uses.

6. Structure elevations and proposed modifications.

7. Landscape plan.

8. Names and addresses of landowners of property within 300'.

9. Other criteria deemed appropriate by the Town Planner.

C. Process

The processing of a Use by Special Review shall be as specified for a Final Plan in Article VI, Section 3 of These Regulations.

ARTICLE VIII
FORMS AND NOTIFICATIONS

SECTION 1. APPLICATION FOR DEVELOPMENT

APPLICATION FOR LAND DEVELOPMENT
TOWN OF COLUMBINE VALLEY, COLORADO

Date_____	
Name /Address/Contacts of Applicant _____ _____ _____ _____ _____ (Signature) Telephone _____ Fax _____ Email Address _____	**Name/Address/Contacts of Owner (If different from applicant)** _____ _____ _____ _____ (Signature) **Note:** Owner's signature indicates applicant may represent owner on all matters pertaining to this application. Telephone _____ Fax _____ Email Address_____
Type of Application: _____ Annexation _____ Variance _____ Planned Development _____ Preliminary Plan _____ Rezoning _____ Final Plan _____ Major Amendment _____ Minor Amendment _____ Use by Special Review _____ Other _____	**Property Description:** Location of Property _____ Acreage _____ Existing Zoning _____ Proposed Zoning _____ Existing Land Use _____ Proposed Land Use _____ Brief description of the request: _____ _____ _____ _____ _____

OFFICE USE ONLY

Date of Complete Application _____

Fees or Initial Deposit Paid $ _____

Comments: _____

SECTION 2. DEVELOPMENT STIPULATIONS AND TRACT SUMMARY CHART

DEVELOPMENT STIPULATIONS CHART

Standard	Residential	Commercial
Acreage		
Density (DU's Acre)		
Floor Area Ratio		
Building Coverage		
Open Space Public or Common		
Building Height (Maximum)		
Setbacks		
From Street ROW		
Front		
Side		
Rear		
Minimum Distance Between Buildings		
Parking (Off-Street)		
With On-Street Parking		
Without On-Street Parking		
Signage (Numbers and Dimensions)		
Project Identification		
Tenant Identification (Ground Mounted)		
Tenant Identification (Fascia or Wall)		
Directional Informational		
Temporary		
Walls, Fences, Hedges (Materials and Dimensions)		
North Property Line		
East Property Line		
South Property Line		
West Property Line		
Exterior Lighting (Height and Type)		

TRACT SUMMARY CHART

TRACT	AREA SF)	AREA (AC)	USE	OWNERSHIP	MAINTENANCE

SECTION 3. PUBLIC NOTICE FORMS

A. Notice to Property Owners

At least ~~21~~ 18 days prior to a public hearing, a written notice shall be sent by certified mail, by the applicant, to all owners of property within 300 feet of the site for which the land use application is made. Return receipts shall be submitted with a list of all area property owners to the Town Clerk's Office prior to the hearing date. The written notice shall contain the following information:

1. The entire notice of public hearing outlined in Subsection C, including the legal description; and

2. Brief narrative outlining the proposed land use application before the Planning and Zoning Commission or Board of Trustees.

B. Sign Posting Requirements

At least ~~21~~ 18 days prior to a public hearing, a notice shall be posted by the applicant on the property for which the land use application is made. The notice shall consist of at least one double sided sign facing an adjacent public ROW in a manner that provides the most visibility to the public. These notices shall be in the form of signs measuring not less than 2 feet by 3 feet and on posts no less than 3 feet above the ground. The signs shall state the date, the purpose, subject property address, and contact information for the Town Planner. All lettering shall be clearly legible from the ROW the sign faces with lettering a minimum of ~~3~~ 1 inch~~es~~ in height.. These notices shall read as specified in Subsection C.

C. Notice Form

Notice is hereby given that the Town of Columbine Valley (name of board: Planning and Zoning Commission or Board of Trustees) shall hold a public hearing concerning (type of application request), located on this property (address of property) pursuant to the Town of Columbine Valley Zoning Regulations.

The public hearing shall be held before the (name of board) on (date), at the hour of (time), or as soon as possible thereafter as the agenda of the (name of

board) permits,at (address of location of hearing), or at a place otherwise specified by the Town Clerk. Further information is available by calling (303) 795-1434.

ALL INTERESTED PERSONS MAY ATTEND

SECTION 4. SUBDIVIDER IMPROVEMENTS AGREEMENT

A. Intent

Subdivider Improvements Agreement shall be prepared by the Applicant based on the form provided in Appendix B of These Regulations and shall stipulate improvements to be completed within the proposed subdivision as determined by the Board of Trustees.

B. Contents of Subdivider Improvements Agreement

The Subdivider Improvements Agreement shall include, but not be limited to, the following:

1. A complete description of the improvements to be completed and the schedule for completion of these improvements. The improvement list shall be included as an exhibit to the agreement.

2. A provision that if at any time there is a breach of such agreement, the Town of Columbine Valley may withhold approval of all building permits, construction permits and certificates of occupancy within the subdivision until such breach or breaches have been cured.

3. A performance guarantee covering all costs related to construction as set forth in the improvements list. The guarantee shall be one of the following:

   a. An irrevocable letter of credit.
   b. Completion performance bond.
   c. Cash escrow.
   d. Other guarantees acceptable to the Town of Columbine Valley.

4. An agreement to provide the Town with a reproducible Mylar of the as-constructed improvements certified by a Colorado licensed Professional Engineer stating the improvements were completed in general conformance with the approved construction plans and specifications for the project.

5. Other relevant conditions or restrictions imposed upon the subdivider as a condition of approval and agreed to by the applicant.

6. Signature blocks for the subdivider and the Mayor of Columbine Valley.

C. Format

The format for the Subdivider Improvements Agreement is included as Appendix B of these Regulations.

ARTICLE IX
RELATED PROCEDURES

SECTION 1. VACATION OF STREETS, RIGHTS OF WAY AND EASEMENTS

A. Submittal Requirements

The submittal requirements for vacation of part or all of a street, right of way or easement are as follows.

1. Payment of application fee as estimated by the Town Planner.

2. A digital copy and hard copies as specified by the Town Planner of the following:

   a. A map entitled, "A vacation of (name of street or easement)." Include on or attach to the map a legal description of the street, ROW or easement, or portion thereof, to be vacated. Cross-hatch or otherwise illustrate the portion to be vacated, and indicate all lots adjoining the portion to be vacated along with the names of the owners of such lots, plus their mailing address.

   b. A letter assuring that no property will be left without proper access due to this vacation.

   c. A petition signed by at least 50% of the property owners abutting the street, right of way, or easement, to be vacated.

   d. A copy of a letter to each abutting property owner that did not sign the petition stating that a request for vacation of the street, right of way, or easement has been submitted and proof that each letter was sent by certified mail.

B. Process

1. Upon determining that the application for vacation is complete, the Town Planner shall inform the applicant as to the number of hard copies of the map, if any, that are required. The Town Clerk shall schedule the request for a public hearing with the Board of Trustees.

2. The Town Clerk will publish a notice of the public hearing in a newspaper of general circulation within the jurisdiction of the Town within 18 days prior to the hearing and will post a notice of the public hearing at the Town Office.

3. The Town Planner, after consultation with the Town Attorney and Town Engineer, shall prepare a staff report for the Board of Trustees hearing indicating the staff's recommendation regarding the proposed vacation.

C. Board of Trustees Action

The Board of Trustees shall conduct a public hearing and make a determination on the vacation request.

D. Recording

Should the Board of Trustees approve the vacation, petitioners shall submit a Signature Mylar of the plat showing the ROW to be vacated and all new lots created by the vacation. Upon the Town Engineer's review and the Board of Trustees' signature the approved plat shall be recorded with the Arapahoe County Clerk and Recorder. The applicant shall provide the Town Clerk with a digital copy of the recorded plat.

SECTION 2. WAIVERS AND EXEMPTIONS

Waivers of submittal requirements for an Application for Land Development or for all or a portion of the required processing fees, or an exemption from the complete requirements of the land use regulations, or a deferment of one or more of the submittal requirements may be approved by the Board of Trustees.

A. Submittal Requirements

A request for a waiver or exemption may be included with the original application submitted, if required, or a separate letter to the Town Planner.

B. Process

The Town Planner shall schedule the waiver or exemption request for consideration by the Board of Trustees. The land development application, which includes or is the subject of a waiver or exemption request, shall not be scheduled for a Board of Trustees meeting until all waiver requests have been either approved or denied unless the request is minor in nature and a denial would not significantly affect the processing of the plan.

SECTION 3. APPEALS

In the event that any person disagrees with a Town employee's or a consultant's interpretation of the language of these regulations, he/she may appeal to the Board of Trustees. Any appeal shall be in writing no later than 15 days after the employee or Town consultant interpretation was made. The appeal shall be heard by the Board of Trustees at its next regular meeting so long as such meeting is at least 15 days after the filing of the appeal.

ARTICLE X
ENGINEERING AND CONSTRUCTION STANDARDS

The list of required public improvements and the design and construction standards for all public improvements are specified in Section 2 of this Article. The requirements for a Subdivider Improvements Agreement are as specified in Article VIII, Section 4, and Appendix B of these Regulations.

The Town generally follows design and construction standards set forth by Arapahoe County and the Mile High Flood District. Additional criteria from the State of Colorado and Federal government agencies may apply. Where a conflict arises, the Town Administrator will have final authority to determine the governing document.

Operation and Maintenance is a critical aspect of infrastructure design. Proper design considers private maintenance, access for maintenance and future rehabilitation, and easements recorded for preservation of those purposes.

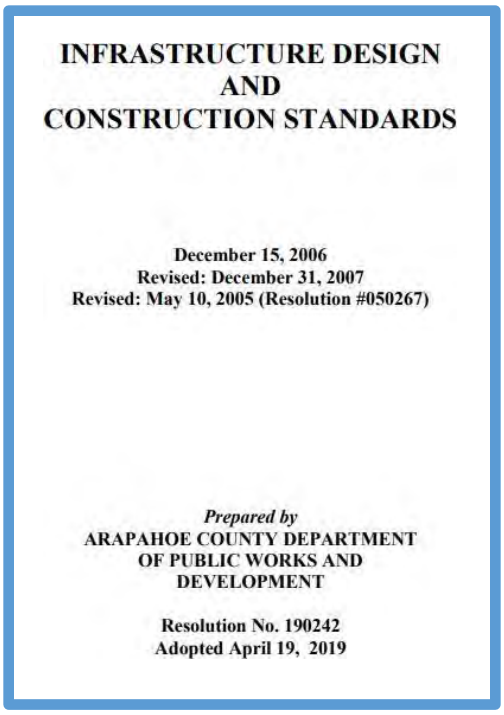


Figure 1 - Arapahoe County IDCS

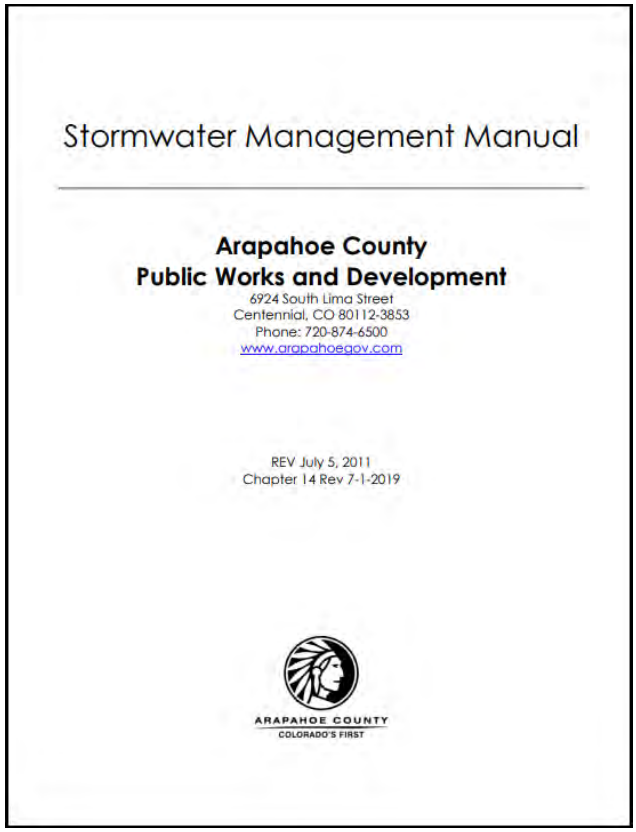


Figure 2- Arapahoe County Stormwater Management Manual

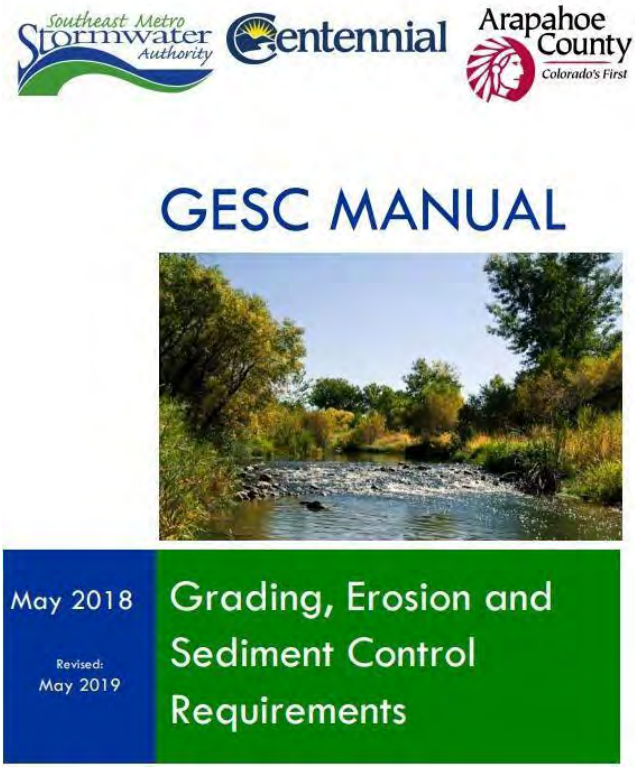


Figure 3- Arapahoe County GESC Manual

SECTION 1. STREETS, CURBS AND GUTTERS, AND SIDEWALKS

Specifications, material requirements and standards related to the construction and maintenance of streets are contained in Chapter 4 of the Arapahoe County Infrastructure Design and Construction Standards in effect as of December 15, 2006, revised December 31, 2007, with the following amended definitions: (l) "Division of Engineering," "County Engineer" or "Engineer" shall mean the Town of Columbine Valley Engineer; (2) "Department of Development Services/Infrastructure Management" shall mean the Town Engineer and Town Planner; (3) "County" shall mean the Town of Columbine Valley, Colorado.

See appendix for street sections and details specific to the Town.

The typical Town streets include a wide gutter pan that serves multiple purposes. First, drainage of surface stormwater is largely conveyed within the gutter pan for minor storms and across a larger cross section of road right of way for larger storms. The gutter pans are also an extension of right-of-way outside of the travel lanes for pedestrian, non-licensed motorized vehicles, maintenance, delivery staging (mail, UPS, etc.) and daytime parking. Preservation of the gutter pan horizontal and vertical alignment is essential to the overall function of the Town roadways and infrastructure systems.

SECTION 2. PUBLIC IMPROVEMENT DESIGN AND CONSTRUCTION STANDARDS

Public improvements within the Town must follow design standards to ensure consistent construction that leads to sustainable service to the public. Public improvement projects can be initiated by the Town or by a private party proposing private improvements with impact to public infrastructure.

Design standards from the Federal, State, and Local authorities are the starting point for Town standards. Modifications to those standards are determined by the Town as noted herein. Arapahoe County standards are the starting point for most public improvement projects.

Operation and Maintenance is a critical element of design and must be included whether explicitly or implicitly stated within the design standards.

A. Public Improvements List Required

The developer shall prepare a list of all required public improvements for the proposed subdivision including, as a minimum, the items in the Required Public Improvements chart below. This list shall be submitted with the final plat and included as Exhibit B of the Subdivider Improvements Agreement. The list shall also include the developer's estimate of the unit costs, a subtotal estimated cost for each improvement category and a total estimated cost for the development. Upon the initial review by the Town Engineer, the Town may require public improvements in addition to what is listed in the Public Improvements List.

See exhibit B attached.

B. Public Improvement Design Standards

1. Arapahoe County Standards Apply
   Engineering criteria for public street design, inspection and testing requirements for roadway and appurtenant structures in the Town shall be as specified in the Arapahoe County Infrastructure Design and Construction Standards in effect as of December 15, 2006, revised December 31, 2007, or latest revision, except as follows:

   a. The following amended definitions: (l) "Division of Engineering," "County Engineer" or "Engineer" shall mean the Town of Columbine Valley Engineer; (2) "Department of Development Services/Infrastructure Management" shall mean the Town Engineer and Town Planner; (3) "County" shall mean Town of Columbine Valley, Colorado.

   b. All gutter pans shall be a minimum of 3 feet wide.

   c. The Middlefield Road Drainage and Transportation Master Plan dated August 1997 also contains street design criteria. In the event of conflicting standards, the design will be based on the Town Engineer's recommendation.

2. Streets

   a. Street ROW widths, curves, radii, grades, site distances, minimum design speeds and other design criteria are summarized in Table 4.1 of the Arapahoe County Infrastructure Design and Construction Standards, Chapter 4, Roadway Design and Technical Criteria.

   b. Typical street cross sections are included as Section I of this article.

   c. Pavement design must consider impacts of groundwater as portions of Town are within historic alluvial river patterns subject to seasonally variable groundwater.

   d. Pavement design must consider outside radii of cul-de-sacs and curves with respect to joint between concrete gutter pan and pavement edge. Expansion and contraction joints in the gutter pan shall be doubled in frequency for the length of the curve to allow additional movement of concrete slabs. Pavement shall include flexible sealant at same interface. Drainage patterns shall avoid low points, inlets, and reduced slopes in the vicinity of these curves to minimize water presence at joint between pan and pavement.

   e. Driveway ramps. Given the typical street design with gutter pans and not curb and gutter, drainage conditions across the Town are highly dependent on surface flows within concrete gutter pans. Driveway ramps or other devices to ease the transition between roadway and driveway are discouraged and will not be replaced by Town during routine maintenance and concrete replacement programs.

3. Water
   The water distribution system shall be designed in accordance with the requirements of the Denver Water Board and the local water provider. Construction, maintenance, or modification of the water system within Town Right-of-Way requires at a minimum a street cut permit. The street cut permit will require any impact to the Town roadway, gutter pan, or other infrastructure systems to be replaced and improved to ensure proper restoration.

4. Sanitary Sewer
   The sanitary sewer system shall be designed in accordance with the requirements of the local sanitary sewer service provider.

5. Irrigation Systems
   Well water, non-potable, rainwater harvesting, ditch supplied, and potable irrigation systems within the Town shall be designed in accordance with the requirements of the Town and Arapahoe County standards.

   a. Well water systems are private systems with mechanical and electrical systems governed by building code, emergency service demand requirements, state engineer, and other criteria.

   b. Non-potable water systems are private systems similar to well water systems, with additional requirements from health department regulations.

   c. Rainwater harvesting systems are private systems regulated by the State of Colorado. Rainwater collected from rooftops is allowed within parameters established by the State Engineer's office. Rainwater harvesting systems should be designed to minimize debris collection, contain stored water in containerized systems blocking sun and biological functions, and be designed within architectural elements of the residential structure.

   d. Ditch irrigation and related laterals are present as active, inactive, and abandoned systems within the Town. Active systems are private systems operated and maintained by ditch companies and water shareholders. Typically, irrigation ditches deliver irrigation water along the ditch maintained by the 'ditch rider' hired by the ditch company. From the ditch, lateral owners with water rights, operate and maintain a head gate that pulls water from the ditch into a lateral system. The lateral system is sometimes an open ditch and sometimes a piped system. In all cases of ditch and lateral irrigation systems, proper operation and maintenance is important to ensure removal of accumulated debris that adversely affect capacity of the ditch or pipe systems.

   e. Potable irrigation systems are private systems operated by property owners and supplied by domestic water supply providers.

6. Drainage

Criteria, guidelines, specifications, material requirements and procedures related to the study and design of storm drainage facilities within the Town shall conform to:

a. The Arapahoe County Stormwater Management Manual in effect as of January 30, 2007, with the following amended definitions: (l) "Division of Engineering," "County Engineer" or "Engineer" shall mean the Town of Columbine Valley Engineer; (2) "Department of Development Services/Infrastructure Management" shall mean the Town Engineer and Town Planner; (3) "County" shall mean Town of Columbine Valley, Colorado.

b. FEMA National Flood Insurance Program. The Town participates in the National Flood Insurance Program and enforces regulations within the Town Floodplain Ordinance to protect people and property from flood hazards, mitigate flood risk, and increase resiliency for community assets during and after a flood event. Flood Insurance Rate Maps (FIRMs) and Letters of Map Change (LOMCs) are two of the governing documents that apply to land development activities and substantial improvements to existing structures.

c. Mile High Flood District standards, applicable Master Plans, and Outfall System Plans. At a minimum, this includes:

   i. Dutch Lilley Coon Three Lakes Trib. Master Drainageway Plan, Phase A, Phase B, 2008

   ii. Dutch Lilley Coon Three Lakes Trib. Flood Hazard Area Delineation, 2008

   iii. South Platte Master Drainageway Plan, Phase A, 1984

   iv. South Platte Master Drainageway Plan, Phase B, 1985

   v. South Platte River, A Plan for the Future, Special Report, 1985

   vi. Columbine Valley Outfall Systems Plan, 1985

d. National Pollutant Discharge Elimination System (NPDES). The Clean Water Act and NPDES permits provide requirements and guidance for protection of water resources from pollutants. This permit requires the Town to comply with several standards for operation of the Town's stormwater systems including but not limited to erosion control, water quality treatment, illicit discharge, and the public outreach associated with informing citizens, businesses, and visitors of the requirements.

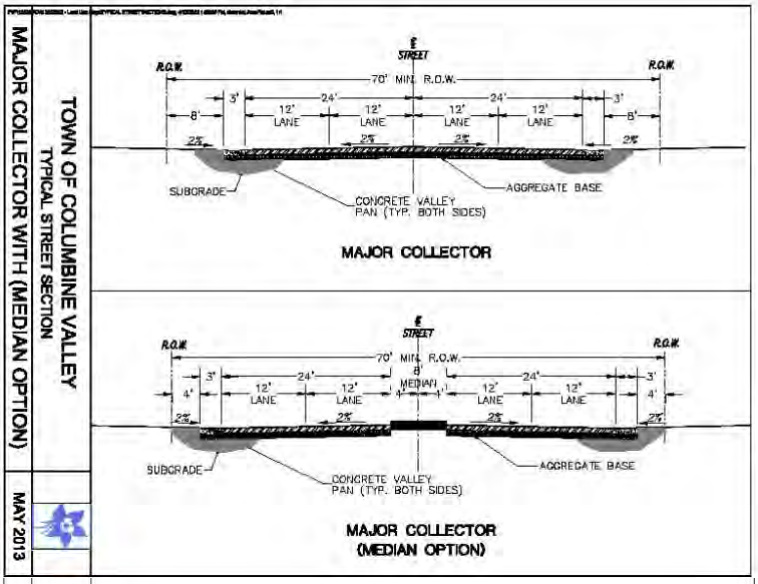
7. Utilities

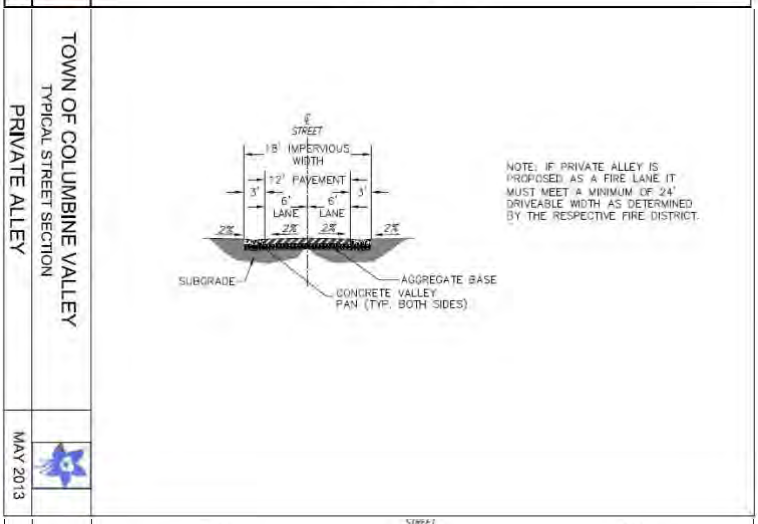
Dry utilities are typically private utilities such as telephone, cable tv, internet, power, gas, and other utilities servicing Town residents and businesses. Installation of these facilities within Town Right of Way is subject to franchise agreements during design and street cut and other permits during construction. Franchise agreements can include provisions for operation, maintenance, and specific

remedies for adverse impacts to public right of way property and infrastructure. All construction, but specifically underground utility work, is subject to subsurface utility engineering laws (SUE Law, Senate Bill 18-167).

8. Amendments to Arapahoe County Standards
   Amendments to the Arapahoe County Infrastructure Design and Construction Standards or the Arapahoe County Stormwater Management Manual will be reviewed by the Board of Trustees and may or may not be adopted.

EXHIBIT A
TYPICAL STREET CROSS SECTIONS





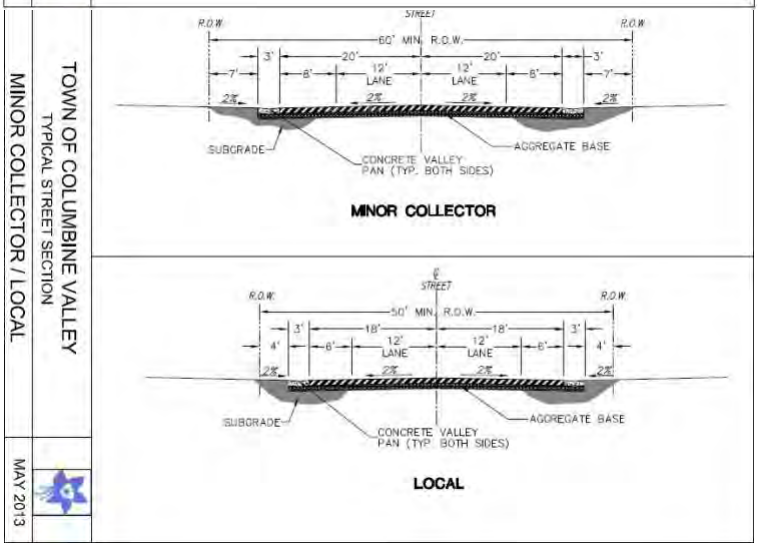


EXHIBIT B REQUIRED PUBLIC IMPROVEMENTS

Improvement	Items	Unit	Unit Price	Cost
Streets	Hot Bituminous Pavement	Square Yards/ Inches of Depth		
	Aggregate Base Course	Square Yards/ Inches of Depth		
	Cut/Fill	Cubic Yards		
	Grading	Cubic Yards		
	Cross Pans	Linear Feet		
	Curb/Gutter	Linear Feet		
	Cart Paths	Square Yards/ Inches of Depth		
	Trails	Linear Feet/Width		
	Special Structures	Each		
	Street/Road Signs	Each		
	Other (List)			
Subtotal				

Improvement	Items	Unit	Unit Price	Cost
Water System	Water Main (State Size)	Linear Feet		
	Gate Valve/Box	Each		
	Fire Hydrants	Each		
	Valve Fittings	Lump Sum		
	Resurfacing Asphalt Trench Gravel Trench	Square Yards/ Inches of Depth		
	Steel Case Bore	Linear Feet		
	Other (List)			
Subtotal				
Improvement	Items	Unit	Unit Price	Cost
Sewage System	Manholes	Each		
	Sewer Lines (State Size)	Linear Feet		
	Lift Stations	Each		
	Dewatering	Lump Sum		
	Other (List)			
Subtotal				
Drainage	Culverts/Storm Drains (state size)	Linear Feet		

	Drainage Channels	As Appropriate		
	Drainage Appurtenances	As Appropriate		
	Drop Inlets	Each/Foot Depth		
	Flared End Sections	Each		
	Manholes	Each		
	Excavation/Embankment /Detention Ponds	Cubic Yards		
	Seeding	Square Feet or Acres		
	Other (List)			
Subtotal				
Improvement	Items	Unit	Unit Price	Cost
Erosion Control During Construction	Vehicle Tracking Control Devices	Each		
Erosion Control During Construction Geologic	Silt Fence	Linear Feet		
	Rock Dams	Each		
	Hay Bales	Each		
	Inlet Protection	Each		
	Other			
	Abatement Structures	Each		
Soil	Erosion Control/Topsoil	Cubic Yards		
Radiation	Removal of Soil Replacement of Soil	Cubic Yards		
Sensory	Special Structures Trees Groundcover Other Vegetation	Each Each Square Yards As Appropriate		
Tracts	Rough Grading Natural Seeding	Cubic Yards Square Yards		
Subtotal				
Engineering costs. Including costs for preparation and review of any CLOMR/LOMR)				
Contingency Cost			15%	
Total				

ARTICLE XI
DESIGN STANDARDS

SECTION 1. DESIGN STANDARDS

A. Purpose

The character and environment of the Town of Columbine Valley for future years will be greatly affected by the design of future subdivisions and the plans that are approved by the Town of Columbine Valley. Planning, layout and design of subdivisions are of the utmost concern.

1. Lots and blocks should provide desirable settings for the buildings that are to be constructed, make use of natural contours and protect the view, afford privacy for the residents and provide protection from adverse noise and vehicular traffic.

2. Natural features and vegetation of the area should be preserved if at all possible. Schools, parks, churches and other community facilities should be planned as an integral part of the area.

3. Structural design and landscaping shall be compatible with adjacent developed or planned neighborhoods. The Board of Trustees may consider the density, heights and setbacks, and the height-setback ratio. The amount and treatment of landscaped areas, and the type of landscaping of adjacent developed or planned neighborhoods or subdivisions, will be a consideration in the development stipulations.

4. Construction plans submitted with a building permit application shall reflect the architectural style and materials that were included as architectural exhibits in the approved Final Development Plan. Copies of the appropriate architectural exhibit from the Final Development Plan shall be included with the construction plans.

B. Higher Standards

The Town may require higher or more stringent design standards where appropriate so long as such standards are required by site considerations and are in accordance with generally accepted design and construction practices and in accordance with the purposes and intent of these Regulations.

Where an HOA or other property owners association has adopted design standards, those standards shall not be less stringent than the standards approved by the Board of Trustees. In the event that an HOA adopts standards that are more stringent than those in these Regulations, the HOA is responsible for including its requirements in the approval letter given to the homeowner to submit when applying for a building permit from the Town. Enforcement of more stringent requirements adopted by an HOA is the responsibility of the HOA.

C. Site Considerations

1. Difficult sites
   Steep land; potentially unstable land; areas having potentially inadequate drainage; areas having potential geologic or soils problems; or areas having problems of such a nature as to potentially endanger health, life or property shall not be platted into lots unless studies and reports that provide for the elimination or control of such problems have been submitted. Such studies and reports shall be prepared by a registered engineer or other professional qualified in the particular field. Such studies must be approved by the Board of Trustees, which shall judge the same, by generally accepted principles adapted to the particular circumstances. All development in the subdivision shall be carried out in conformity with the recommendations of the reports as finally approved.

2. Noise abatement
   Where a residential subdivision borders an arterial street or is contiguous to a commercial or office development, subdivision design shall include provisions for reduction of noise. Inclusion of walls, parallel streets, landscaped buffer areas and lots with increased setbacks, among others, are recommended solutions. Walls adjacent to arterial streets or contiguous to a commercial or office development shall conform to the Town's design standards as specified in Article III, Section 3D of these Regulations.

3. Conservation of Natural Resources
   Encourage design and equipment choices that will conserve water, reduce energy consumption and make use of sustainably sourced materials and alternative energy sources, such as solar.

4. Natural contours
   In all subdivision design, the natural contours of the land should be preserved whenever feasible. Grading, over lot grading, scarring of natural terrain features and other topographical changes shall be kept to a minimum to preserve drainage patterns. Vegetation removal shall be minimized as well as the impact on the aesthetics of the special terrain in Columbine Valley. Erosion, silting and fugitive dust during construction and afterward are to be minimized.

5. Access
   Adequate vehicular and pedestrian access shall be provided to all parcels. Two points of public access should be provided when possible.

6. Public Improvements
   Public improvements design standards are specified in Article X, Section B of these Regulations.

D. Landscape Design Guidelines

In Colorado, it is important to incorporate water-conscious features and plant material in the design of a site. This is achieved by site preparation, plant selection, proper installation, appropriate irrigation, and maintenance. Green infrastructure for the management of stormwater should be considered for every site. By integrating the

landscape architecture of a site and stormwater management the design team can avoid intrusive infrastructure and create a stormwater system that is aesthetically attractive and useable to the community.

1. The applicant should provide both a preliminary plan and final landscape plan for submittal to the town:

    a. Preliminary Plan: The preliminary landscape plan should show conceptual locations of turf and native seeded areas, planting beds and general locations of trees. The preliminary landscape plan is intended to show the overall site in a conceptual state for review by the Planning Commission and Board of Trustee approval.

    b. Final Plan: The final landscape plan should show all the locations, species, and quantities of the turf areas, native seeded areas and planting beds. The plan should have a plant list with quantities for the entire site with planting, edging, site furnishing, and hardscape details. The final plan is intended to show the landscape in more detail to solidify the locations and proposed plantings associated within the site for review and approval by the Planning Commission and Board of Trustees.

2. In accordance with State Law, all landscapes (excluding single-family residential design) should be designed by a Colorado Registered Landscape Architect. The design and installation of landscape improvements should adhere to the following principles and criteria:

    a. Site Preparation
        i. Incorporate 4 to 5 cubic yards of class I or II compost per 1,000 square feet of landscape area into the soil prior to planting, sodding or seeding. Soils are able to hold more of the water that is applied or that falls naturally when proper amendments are applied.

    b. Plant Selection

        i. Plant material selected should be known to perform well along the Front Range of Colorado and also known to grow well in our varying climate conditions. For a complete list of plants that will perform well on the Front Range, see the available lists from Colorado State University.

    c. Installation

        i. Plants should be installed in accordance with best management practices that have been accepted as standard by the landscape industry. Refer to Colorado State University's and GreenCO's guidelines on planting trees, shrubs, ornamental grasses and perennials. All planting beds should have wood or gravel mulch to help retain moisture in the soil. All mulch should be applied to a depth of three to four inches, settled.

ii. If weed barrier fabric is to be used in planting beds, plastic non-woven fabric is prohibited.

d. Irrigation

i. Irrigation design should be performed by a certified irrigation designer. Turf areas, seeded areas, and planting beds should be hydrozoned so that plants that have similar water requirements are grouped together in an effort to conserve water. Irrigation systems should be designed to avoid run-off, low head drainage, and overspray where water flows onto adjacent properties, non-irrigated areas or hardscape surfaces. The design should meet all applicable plumbing and electrical codes. Drip zones should be used on all planting beds and spray heads or gear driven rotors should be used on all turf or seeded areas. Smart controllers, weather stations, master valves, and flow sensors should be used for larger systems as water conservation instruments.

e. Maintenance

i. Maintenance of all commons open space within a residential neighborhood should be provided by the homeowners association.

ii. All landscape maintenance performed should be appropriate for the site and be a key factor to the site design. This includes the required pruning, weed control, mulching, fertilization and irrigation maintenance that is desired for the site once the landscape is installed.

iii. Pruning should be completed as required. This includes the pruning of damaged or broken limbs. Pruning of shrubs should be limited to trimming out damaged plant material as excessive pruning can be a detriment to plant health. Weed control should be done by a licensed applicator. The maintenance crew should replace mulch as needed for plant health and moisture retention. The maintenance firm should schedule fertilization as is required by the turf and plant species selected by the landscape architect. The maintenance firm should implement a regular maintenance schedule that includes inspecting the irrigation system for damage.

f. Green Infrastructure

i. Stormwater runoff is a major cause of pollution and flood damage in urban areas. In order to control this pollution and flooding risk, engineers have developed ways to regulate the flow of water and distribution of pollutants. In recent years, the Urban Drainage and Flood Control District (UDFCD) has implemented a desire to move towards more natural systems that use open channels, bio-swales, porous landscape detention and vegetation to restore some of the natural processes required to manage water and create healthier urban environments. By using the landscape and open space for this use as well as an amenity, it creates multifaceted benefits to the community.

ii. All new developments in Columbine Valley are encouraged to implement innovative techniques for water quality and detention for stormwater management.

E. Architectural Design Standards

The design guidelines in Section 1 A 3 above are intentionally general in nature. The staff and Planning Commission will review the design illustrations submitted with the Land Use Application and the design guidelines contained in the CC&R's. The architectural illustrations and exhibits provided should conform to the following:

1. Preliminary Plan

   At a minimum provide graphic representations showing the building types proposed. Representations should also identify the general height of dwelling units, i.e., 1-2 stories in height and graphically include the general layout and illustrative street elevations. Perspectives should be provided to clearly identify the design theme and architectural quality. Examples of structures that the applicant has built in similar locations should be included.

2. Final Plan

   a. The architectural exhibits will illustrate the actual units that will be built and will include the following detail:

      i. Colored street and rear elevations of all models that will be offered with floor plans and square footage.

      ii. Window and doorway detail.

      iii. Attached and or free standing lighting fixtures detail

      iv. Notes describing the exterior structural materials, i.e., natural or faux stone, stucco, wood, etc.

   b. The final plan submittal shall include the design standards proposed for the development. Once approved by the Board of Trustees, these design standards shall not be modified without approval of the Town.

ARTICLE XII

SUBDIVISION REGULATIONS

SECTION 1. TITLE

These Subdivision Regulations establish rules, regulations and standards governing the subdivision of land within the incorporated areas of the Town of Columbine Valley, setting forth the procedure to be followed by the Board of Trustees, the Planning and Zoning Commission and employees of the Town in applying and administering these rules, regulations and standards, and setting forth the penalties for the violation thereof as established by law. These Subdivision Regulations relate to the subdivision of land and the improvements thereon and establishes administrative procedures for administering these Subdivision Regulations and establishes fees, as the Board of Trustees may from time to time amend them:

SECTION 2. SHORT TITLE

These Subdivision Regulations shall be cited as the "Town of Columbine Valley Subdivision Regulations." and may be referred to as "these Subdivision Regulations".

SECTION 3. PURPOSE

The purpose of these Subdivision Regulations is to:

A. To promote the health, safety and general welfare of the residents of the Town of Columbine Valley.

B. To implement the goals and objectives of the Master Plan and ensure that growth occurs in an orderly and efficient manner.

C. To establish adequate and accurate records of land subdivision.

D. To provide adequate, safe and efficient public utilities and improvements, and to provide for other community facilities and land for public places.

SECTION 4. AUTHORITY

The Board of Trustees of Columbine Valley, Colorado is empowered, by law, to adopt and enforce subdivision regulations for the corporate limits of the Town of Columbine Valley, Colorado and in adjacent unincorporated territory within five miles of the corporate limits as per Colorado Revised Statutes 1973, Section 31-23-213,31-23-214 and 31-23-214.1 as amended.

SECTION 5. ENFORCEMENT AND PENALTIES

No person or agent of a person shall subdivide any parcel of land, which is located in the Town of Columbine Valley into two or more parcels except in compliance with these Subdivision Regulations. No person shall offer for recording, in the office of the County Clerk and Recorder, any deed conveying a parcel of land, or interest therein, unless such a parcel of land has been subdivided, or otherwise created, in compliance with the rules set forth in these Subdivision Regulations.

No lot within a subdivision created prior to the effective date of these Subdivision Regulations or approved by the Board of Trustees under the provisions of these Subdivision Regulations shall be further divided, rearranged, or reduced in area, nor shall the perimeter boundaries of any subdivision, or any lot within a subdivision, be altered in any manner without the approval of the Board of Trustees and as provided for in these Subdivision Regulations.

All officials and employees of the Town of Columbine Valley who are vested with the authority to issue permits by the Board of Trustees or by state statute, shall not issue permits, record documents, conduct inspections or otherwise perform any duties or administrative actions that are not in conformance with the provisions of these Subdivision Regulations.

Any person or agent of a person, subdivider or agent of a subdivider who sells, transfers or conveys, or attempts to sell, transfer or convey property which has not been subdivided and which is subject to the provisions of these Subdivision Regulations, without first obtaining approval of the subdivision of the property, or the sale, transfer or conveyance of the property, in accordance with the provisions of these Subdivision Regulations shall be charged with a misdemeanor and if convicted of such charges, shall be punished by a fine of not exceeding $2,650 for each parcel which is sold, transferred or conveyed, or offered for sale. The time limit for initiating legal action under the provision of these Land Use Regulations shall be 24 months from the date of the alleged infraction. The Board of Trustees of the Town of Columbine Valley shall have the power to bring an action to enjoin any person or agent of any person from selling, or offering for sale, subdivided land which is subject to the provisions of these Land Use Regulations without first obtaining the necessary approvals from the Board of Trustees, in accordance with the applicable provisions of these Subdivision Regulations.

SECTION 6. AMENDMENT

Amendments to these Subdivision Regulations shall be as specified in Article IV, Section 2 of the Land Use Regulations.

SECTION 7. DEFINITIONS

Definitions are included in Article XIII of the Land Use Regulations and are incorporated into these Subdivision Regulations by reference.

SECTION 8. GENERAL PROCEDURES

The pre-application procedures for a subdivision application are as specified Article VI, Section 2A of the Land Use Regulations.

SECTION 9. PRELIMINARY PLAT

A. Intent

The intent, processing, and submittal requirements for a preliminary plat are as specified in Articles VI,2, B and VII,2,A of the Land Use Regulations.

B. Conformance to Zoning Resolution

The Town shall accept no application for a preliminary plat if the proposed development is not in compliance with the Zoning Ordinance.

C. Expiration of Preliminary Plat

The preliminary plat approval shall expire eighteen months after approval by the Board of Trustees (See Article VI, Section 2, B, 10) unless an application for final plan/plat approval for all or a portion of the property included in the preliminary plan/plat has been filed. The Board of Trustees may grant an extension of the period of expiration.

SECTION 10. FINAL PLAT

The processing procedures and submittal requirements for final plats are as specified in Articles VI and VII of the Land Use Regulations

SECTION 11. RESUBDIVISIONS

Any change to be made on an approved or recorded plat including, but not limited to, realignment of lot, block, or tract lines; division of any lot, block, or tract into additional lots, blocks or tracts; correction of any errors in the original plat; or areas reserved for public use, unless the proposed resubdivision meets the criteria for a Minor Subdivision as specified in Section 12 of this Article The proposed resubdivision shall be reviewed by the Planning and Zoning Commission and approved by the Board of Trustees.

SECTION 12. MINOR SUBDIVISIONS

A. Intent

Minor Subdivisions are exemptions that allow certain divisions or resubdivision of land without going through the full preliminary plat process if, in the opinion of the Town Planner, they meet the following criteria:

1. There are three or fewer lots in the proposed subdivision

2. The proposed subdivision contains all the contiguous property owned or under control of the applicant. Minor Subdivisions are not to be the first stage of a larger subdivision.

3. There are no major public improvements required or the public improvements would be minimal such as short extensions of water and sewer lines, utility hook-ups, provision of a short cul-de-sac, etc.

SECTION 13. PROCESSING RESUBDIVISIONS, MINOR SUBDIVISIONS, EXEMPTIONS AND WAIVERS

A. Processing Procedures

The processing of Resubdivision, Minor Subdivisions, Subdivision Exemptions, Vacations, Appeals and Waivers of all or part of the processing procedures, submittal requirements and fees shall be as specified in the Land Use Regulations, as follows:

Resubdivision	Article VI, Section 4A Major Amendments
Minor Subdivisions	Article VI, Section 4B Minor Amendments
Waivers and Exemptions	Article IX, Section 2
Appeals	Article IX, Section, 3

B. Submittal Requirements

The submittal requirements for Resubdivisions, Minor Subdivisions, Subdivision Exemptions, Vacations, Appeals and Waivers of all or part of the processing procedures, submittal requirements and fees shall be as specified in the Land Use Regulations, as follows:

Resubdivision	Article VII, Section 3 Major Amendments
Minor Subdivisions	Article VII, Section 4 Minor Amendments
Exemptions and Waivers	Article IX, Section 2
Appeals	Article IX, Section 3

SECTION 14. VACATION OF ALL OR PART OF A FINAL PLAT

The Board of Trustees has the authority to vacate all or a portion of an approved final plat. Vacation of a portion of an approved final plat is discouraged and will only be considered when the objective could not be achieved through a resubdivision.

A. Submittal Requirements

1. Payment of the application fees as estimated by the Town Planner.

2. Ten copies of the following:

   a. A map entitled "A Vacation (name of subdivision or part thereof). Include on the map, or attach, a legal description of the part or portion to be vacated.

   b. A petition signed by not less than 50% of the owners of the lots in the subdivision or portion to be vacated.

   c. A letter notifying all owners of record in the subdivision or portion to be vacated, that did not sign the petition, that a request for vacation of the final plat, or portion thereof has been submitted. Such letter shall be by Certified Mail.

B. Process

1. Upon determination that the petition for vacation is complete and that the non-petitioning lot owners have been notified, the Town Planning shall schedule a public hearing by the Board of Trustees.

C. The Town Planner, after consultation with the Town Attorney and Town Engineer, shall prepare a staff report for the Board of Trustees hearing.

D. Board of Trustees Action
The Board of Trustees will either approve the vacation, as requested, approve with conditions or deny for reasons specified. Appeals from the decision of the Board of Trustees shall be as specified in Article IX, Section 3, of these Regulations.

E. Approval of the vacation shall be by Resolution. The Town Clerk shall cause the Resolution and the accompanying map or plat to be recorded with the Arapahoe County Clerk and Recorder's Office as soon as possible after approval of the Resolution

ARTICLE XIII
DEFINITIONS

RULES OF CONSTRUCTION
Generally, for the purpose of these Regulations, certain words and terms are defined. Words used in the present tense include the future. The singular number includes the plural, and the plural number includes the singular. The word "shall" is mandatory and not discretionary. All words used in these Regulations and not specifically defined shall be given their usual and commonly accepted meaning.

ALLEY–PRIVATE. A private roadway as shown in Article X, Section 1, Exhibit A.

ABUTTING. Having a common property line or district line with an adjacent property. Properties separated by a right of way or easement shall be deemed abutting if, in the absence of the right of way or easement, the properties would have a common boundary.

ACCELERATION LANE. A speed change lane, including tapered areas, for the purpose of enabling a vehicle entering a roadway to increase its speed to a rate which it can more safely merge with through traffic.

ACCESSORY BUILDING. A subordinate building or portion of a main building, the use of which is incidental to that of the main building on the same lot, including, but not by way of limitation, barns, sheds and similar structures, but not including an attached garage.

ACCESSORY DWELLING UNIT (ADU). A secondary, self-contained residential living unit located on the same lot as a primary single-family home, featuring its own independent kitchen, sleeping area, bathroom, and exterior entrance. An ADU can be attached, detached, or internal to the primary dwelling unit.

ACCESSORY USE. A use subordinate to the principal use which serves a purpose customarily incidental to the principal use.

ACRE. An area in any shape containing 43,560 square feet.

AFFILIATE. When used in conjunction with group home applications, any other person who controls, who is under common control with or who is controlled by such person.

AGRICULTURE. The art or science of cultivating the ground for the production of crops and livestock.

ANTENNA. An apparatus used for sending and/or receiving electromagnetic signals.

APPLICANT. The person or agent of a person, upon proof of ownership, who applies for and signs an application for a land development change.

AREA OF FLOOD HAZARD, AREA OF SPECIAL FLOOD HAZARD, FLOOD HAZARD AREA. The land in the flood plain subject to a 1% or greater chance of flooding in any given year.

BACK OF CURB. The point on a concrete or asphalt curb furthest from a point measured perpendicular from centerline of the adjacent road. See also BACK OF PAN.

BACK OF PAN. The point on a concrete pan further from a point measured perpendicular from centerline of the adjacent road. See also BACK OF CURB.

BASE FLOOD. The flood having a 1% chance of being equaled or exceeded in any given year.

BASEMENT. That portion of a building that has a ceiling and a floor and where the vertical distance from the floor to finished grade is greater than the vertical distance from the ceiling to finished grade.

BASEMENT, WALKOUT. That portion of a building that has a ceiling and a floor and where, on one or more sides of the building, the vertical distance from the floor to finished grade is less than the vertical distance from the ceiling to finished grade.

BERM. Mound of earth used for screening, definition of space, noise attenuation and/or decoration in landscaping.

BLOCK. An area of land within a subdivision that contains one or more lots which area is bounded entirely by streets, highways or public ways, or the exterior boundary or boundaries of the subdivision or other blocks in the subdivision.

BOARD. The Board of Trustees of the Town of Columbine Valley, Colorado.

BOARD OF ADJUSTMENT. A group of individuals appointed or designated by the Board of Trustees as having the responsibility for hearing requests for variances from the Zoning Regulations or for hearing appeals as to the interpretation of the provisions of those Regulations.

BUFFER. A strip of land established to separate and protect one type of land use from another; to screen from objectionable noise, smoke or visual impact; or to provide for future public improvements or additional open space.

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING ENVELOPE. The portion of a lot within applicable setback requirements within which building construction will be permitted.

BUILDING FRONT. The side of a building that faces a public right of way. When a building faces two public rights of way, the building front shall be on the street that is the building address.

BUILDING HEIGHT. The highest point of any structure, excluding chimneys, cupolas or any exposed rooftop equipment, as measured from a point of 3 feet above the elevation of the flow line (low point) of any gutter or gutter pan adjacent to the midpoint of the front property line of the lot. An alternative method of measuring height may be applied if the Town Engineer determines it is necessary for drainage purposes.

BUILDING LINE, FRONT. A line parallel to the front lot line extending the width of the lot.

BUILDING, PRINCIPAL. A building in which is conducted the principal permitted use of the lot on which it is situated.

CAREGIVER. A person who regularly helps with the needs of a child or a sick, elderly, or disabled person.

CART PATH. A pathway designed for golf carts, pedestrians and bicycles that may be attached to or detached from the street.

CHURCH. A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

COLLECTOR STREET. See STREET.

COMMISSION. The Planning and Zoning Commission of the Town of Columbine Valley.

COMPATIBLE ARCHITECTURAL TREATMENT. The exterior design of structures that ensures said structures are suitable to their purpose within the Town and in keeping with the general appearance and quality of existing development.

CORRECTION PLAT. A plat which corrects errors in an original plat.

COUNTY. Arapahoe County, Colorado.

CUL-DE-SAC. See STREET.

CUPOLA. A small structure on top of a roof or building.

DECELERATION LANE. A speed change lane, including tapered areas, for the purpose of enabling a vehicle leaving a roadway to decrease its speed to a rate which it can more safely enter a driveway or side street.

DENSITY, NON-RESIDENTIAL. A measurement of the amount of floor area on a given parcel of land. In non-residential development and is usually expressed as a ratio between the gross floor area and the total site area. (See FLOOR AREA RATIO.)

DENSITY, RESIDENTIAL. The number of dwelling units per unit of land. In these Regulations, density is normally expressed as the number of dwelling units per gross acre.

DISTRICT, ZONING. A portion of the Town within which the use of land and structure(s) and the location, height and bulk of structure(s) are governed

DRIVEWAY. A private roadway intended to provide access to one existing property and connecting to primarily local roads, although several exceptions connecting to minor and

major collectors are expected in undeveloped areas.

DWELLING, SINGLE-FAMILY ATTACHED. An individual dwelling unit situated on one lot but attached to one or more similar dwelling units by a common wall or party wall. Where such a unit is attached to another, the property line shall be the center of the common wall or party wall.

DWELLING, SINGLE-FAMILY DETACHED. A detached building designed for or occupied by not more than one family as a home, residence or sleeping place, either permanently or transiently.

DWELLING UNIT. Kitchen, dining, living, sleeping and bath accommodations necessary for service to a family.

EASEMENT. A grant by a property owner for the use of land by another person or entity, or for a specific purpose.

EVIDENCE. Any map, table, chart, contract or other document or testimony prepared or certified by a qualified person to attest to a specific claim or condition, which evidence shall be relevant and competent.

FAMILY. An individual or two or more persons occupying a single-dwelling unit as a single-housekeeping unit, related by blood, marriage or adoption; or not more than three unrelated persons living together as a single-housekeeping unit; provided that documented domestic servants employed on the premises may be housed on the premises without being counted as a family or families.

FAMILY, IMMEDIATE. A person or persons occupying a single-dwelling unit as a single-housekeeping unit, related by blood or marriage.

FDP. Final Development Plan.

FINAL DEVELOPMENT PLAN. The final step in establishing approval of land uses and site restrictions for a development. This document provides specific information on the uses to be permitted and the manner in which they may be situated on the property.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland waters, and/or the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM). The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones.

FLOOD INSURANCE STUDY. The official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Boundary Floodway Map and the water surface elevation of the base flood.

FLOOD PLAIN. The area adjoining any river, stream, watercourse, lake or other body of standing water which is subject to inundation by a 100-year flood (a 1% chance of flooding annually).

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one-half foot.

FLOOR AREA RATIO. The ratio of building gross square footage to the gross square footage of a parcel. For example, 43,560 square feet of floor area on 1 acre of land would be a 1:1 floor area ratio.

FLOW LINE. The low point within the gutter pan, cross pan, or other surface drainage feature that conveys surface water from one point to another.

GARAGE. An accessory building or portion of a main building designed or used for the shelter or storage of motor vehicles owned or operated by the occupants of the main building in which no business, occupation or service for profit is in any way conducted.

GRADE, FINISHED. Finished ground surface resulting from construction activities, disposal of all excavated material and placement of topsoil.

GRADE, ORIGINAL. The grade prior to any cuts or fills, as verified by a topographic survey certified by a registered land surveyor or, if requested by the Town, by analysis of core samples of soils taken at the proposed corners of a building pad. When necessary, original grade is considered the historic grade documented for the site in August 1959. Any fill or other land disturbing activity since 1959 does not reset the 'original' grade for the subject parcel.

GROSS FLOOR AREA (GFA). The total floor area of a building or structure enclosed by the outer walls including all stories (floor levels), exclusive of basement area, garage space and porches.

GROUP HOME. (a) a "state-licensed group home for the exclusive use of developmentally disabled persons" as that term is used in Section 303(2)(a) of the Group Home Act; (b) a "non-profit group home" of an "owner-occupied group home" as those terms are used in Section 303(2)(b) of the Group Home Act; or (c) a "state-licensed group home for the exclusive use of mentally ill persons" as that term is used in Section 303(2)(b.5) of the Group Home Act. Notwithstanding the foregoing, the term "group home" does not include a home or facility which houses more than one individual who is required to register as a sex offender under the provisions of Colorado Revised Statutes Section 18-3-412.5, as amended.

GROUP HOME ACT. Section 31-23-303 of the Colorado Revised Statutes, as such may be amended from time to time.

HOME OCCUPATION. Any occupation or activity which is clearly incidental to and conducted wholly within a dwelling unit or ADU and not in any accessory building or space on the premises by residents of the dwelling unit or ADU.

HOA. Homeowners Association.

HOMEOWNERS ASSOCIATION. The legal entity consisting of the property owners in a organized subdivision that is responsible for the maintenance of common property in that subdivision and has the power to establishes rules and regulations for the use of both common and private property.

IMPROVEMENT PLAN. The maps or drawings accompanying a building permit application showing the specific location and design of improvements to be installed in a development.

IMPROVEMENTS, PUBLIC . Streets, curbs, gutters, sidewalks, pedestrian walks, water mains, fire hydrants, sanitary sewers, storm sewers and drainage facilities, gas lines, underground and overhead electric and telephone lines, street trees, street lights and other such items as may be designated by the Town to be improvements.

LAND DEVELOPMENT. The action of changing the use of a piece of property, including the zoning and subdivision process and related construction activities.

LOT. A parcel of land occupied or designated to be occupied by one building and the accessory buildings or uses customarily incident to it. The term Lot also used as part of a legal description:

Corner. A lot abutting two or more streets at their intersection or upon two parts of the same street and where in either case the interior angle formed by the intersection of the street lines does not exceed 135 degrees.

Coverage. That portion of the lot area covered by a building(s), including all overhanging roofs and parking areas.

Double Frontage. A lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

Interior. A lot other than a corner lot.

Line, Front. The line separating a lot from a street or road upon which the principal building faces.

Line Rear. The lot line opposite and most distant from the front line, except for corner lots. The rear lot line may be any lot line not fronting on a street.

Line, Side. Any lot line that is neither front nor rear.

Width. The distance between side lot lines measured at the rear of the front yard.

LONG LETTER. A letter prepared by the Town staff which contains a detailed review of the plan and supporting documents sent to the applicant and which states the required and recommended revisions or requests for clarification.

MAJOR COLLECTOR. See STREET.

MAJOR STREET PLAN. That portion of the Master Plan which delineates the locations of principal arterial, minor arterial and collector streets.

MASTER PLAN.The master plan for development of the Town of Columbine Valley prepared and adopted by the Planning and Zoning Commission and Board of Trustees, pursuant to state law, and including any part of such plan separately adopted and any amendment to such plan, or parts thereof.

MEDIAN. An area marked or constructed upon a roadway, or between two adjacent roadways, for the purpose of separating opposing traffic.

MEETING. When used in these Regulations, any regular or special meeting of the Board of Trustees, the Planning and Zoning Commission or other appointed boards of the Town of Columbine Valley. The term "meeting" does not imply an official public hearing.

MINOR COLLECTOR. See STREET.

MINOR SUBDIVISION. The division of land into not more than three lots or parcels and which conforms to the criteria specified in Article XII Section12 of these Regulations.

~~**MOTHER-IN-LAW/ CAREGIVER DWELLING UNIT.** A portion of an existing or proposed dwelling unit in which a person resides. If located within an existing or proposed dwelling unit, such dwelling unit may provide separate kitchen facilities and separate entrances from the principal dwelling unit.~~

NON-CONFORMING STRUCTURE. A structure legally existing and/or used at the time of adoption of these Regulations, or any amendment thereto, which does not conform to the regulations of the zoning district in which it is located.

NON-CONFORMING USE. A use of land legally existing and/or used at the time of adoption of these Regulations, or any amendment thereto, which does not conform with the regulations of the zoning district in which it is located.

OFF-STREET PARKING. A site or portion of a site devoted to the off-street parking of motor vehicles including garages, parking spaces, aisles, access drives and specially designated areas.

ON-STREET PARKING. A portion of a public right-of-way that allows parking of motor vehicles on one or both sides of the right-of-way while permitting two-way traffic and safe passage of motor, emergency, and maintenance vehicles. Typically, this is only possible when 24 feet or more roadway width remains unimpeded by parked vehicles.

OPEN SPACE- GROSS. Land utilized for recreational, landscaping and/or buffering purposes. Examples include parklands, residential yards and landscaping treatments within non-residential developments.

OPEN SPACE-COMMON. Land utilized for recreational, landscaping and/or buffering purposes. parklands, drainageways, recreational facilities, trails, natural preserves, etc. and which is controlled and maintained by an HOA, the Town, Urban Drainage and Flood Control District or entity other than individual lot owners.

PD. See PLANNED DEVELOPMENT.

PDP. See PRELIMINARY DEVELOPMENT PLAN.

PERSON. An individual, proprietorship, partnership, corporation, limited liability company, association or other legal entity.

PLANNED DEVELOPMENT (PD). An area of land controlled by one or more landowners to be developed under unified control or unified plan of development for a number of residential, commercial, educational, recreational or industrial uses or any combination of the foregoing, the plan for which may not correspond to lot size, bulk or type of use, lot coverage, open space and/or restrictions of the existing land use regulations.

PLANNING COMMISSION. See PLANNING AND ZONING COMMISSION.

PLANNING AND ZONING COMMISSION. That group of individuals appointed or designated by the Board of Trustees having the responsibility for adoption or amendment of a master plan and other planning responsibilities as set forth in Colorado Revised Statutes 31, 1973, as amended, and, as defined by the Board of Trustees including, but not limited to, recommendations to the Board of Trustees on applications for zoning amendments and subdivision plats.

PLAT. A map of certain described land prepared for the purpose of subdividing land in conformance with these Regulations or amending, revising or vacating an existing subdivision.

POLITICAL SIGN. A sign announcing or supporting political candidates or political issues erected on private property.

PRELIMINARY DEVELOPMENT PLAN (PDP). The first formal step in establishing land uses and site restrictions for a Planned Development.

PRINCIPAL PERMITTED USE. The primary use(s) established for a parcel of land.

PUBLIC HEARING. A meeting of the Board of Trustees, Board of Adjustment or Planning and Zoning Commission with a specific subject matter and open to the public with notice given stating the time, place and purpose of the hearing.

PUBLIC UTILITY. Every firm, partnership, association, cooperative, company, corporation and governmental agency, and the directors, trustees or receivers thereof, whether elected or appointed, which is engaged in providing railroad, airline, bus, electric, rural electric, telephone, telegraph, communications, gas, gas pipeline carrier, water, sewerage, pipeline, street transportation, sleeping car, express, or private car line facilities and services.

QUASI-PUBLIC USE. Charitable, educational, cultural and/or religious organizations or uses which, as a primary function of their operation, provide significant benefits to the health, safety and welfare of the citizens of the Town of Columbine Valley, as may be determined by the Board of Trustees. Examples of such uses are religious organizations, whose buildings are intended for religious services; private meeting halls; and private schools.

RECREATION, PRIVATE/COMMERCIAL. Uses, structures and/or land utilized for the provision of recreational activities and/or open space which may be developed, operated and/or maintained by an entity other than a public entity, such as a swimming pool, tennis court/club, recreation center, etc.

RECREATION, PUBLIC. Uses, structures and/or land utilized for the provision of recreational activities and/or open space that may be developed, operated and/or maintained by a public entity.

REPLAT. See RESUBDIVISION.

RESIDENTIAL CARE FACILITY.

For Developmentally Disabled. A state licensed building, which is owner occupied, for the purpose of providing care, supervision and treatment for those persons having developmental disabilities. Developmental disabilities are those that manifest before a person is twenty-two (22) years of age and that constitute a substantial disability to the affected person. They are attributable to an intellectual and development disability or related conditions such as cerebral palsy, autism, epilepsy or other neurological conditions as more particularly defined in the Colorado Group Home Act.

For Mentally Ill Persons. A state-licensed building, which is owner-occupied, for the exclusive use of not more than eight persons with mental illness, as that term is defined in Colorado Revised Statutes Section 27-10-102 (1973, as amended).

For Persons 60 Years Of Age Or Older. A state-licensed building, which is owner-occupied, for exclusive use of not more than eight persons 60 years of age or older who do not need skilled and intermediate care facilities.

RESUBDIVISION. Any change to be made on an approved or recorded plat including, but not limited to, realignment of lot, block or tract lines; division of any lot, block or tract into additional lots, blocks or tracts; correction of any errors in the original plat; or areas reserved for public use.

REZONING. A revision to the Zoning Map that changes the zoning district designation of a parcel of land or alters the boundaries of a zoning district.

RIDING STABLE AND/OR ACADEMY. Any establishment that rents, boards or leases riding animals and gives lessons to develop horsemanship.

RIGHT OF WAY (ROW). An area or strip of land over which a right of passage has been recorded for use by vehicles, pedestrians and/or facilities of a public utility.

ROW. See RIGHT OF WAY.

SIA. See Subdivider Improvements Agreement

SITE-SPECIFIC DEVELOPMENT PLAN. Shall mean the final approved PD plan in the Town of Columbine Valley.

SIGHT TRIANGLE. An area of land located at intersections of streets, drives and other public and/or private ways situated to protect lines of sight for motorists, within which, the height of materials and/or structures is limited. Dimensions, geometry, and orientation for any given intersection are specified by Town engineering standards.

SIGNS. Any object or device containing letters, figures and/or other means of communication or part thereof, situated outdoors or indoors, of which the effect produced is to advertise, announce, communicate, identify, declare, demonstrate, direct, display and/or instruct potential users of a use, product and/or service.

STATE. The state of Colorado.

STORAGE CAPACITY, FLOOD PLAIN. The volume of space above an area of flood plain that can be occupied by floodwater of a given stage at a given time, regardless of whether the water is moving.

STREET. A delineated public or private right of way specifically designed and intended for use by motor vehicles:

Arterial. A street outside of the town boundary that is primarily intended to move traffic from major collectors into the regional transportation network.

Collector. (see Major and Minor Collector)

Cul-De-Sac. A local street with only one outlet and which terminates on the opposite end in a vehicular turnaround.

Expressway. A divided roadway which permits rapid and relatively unimpeded movement of traffic through and around a community serving major traffic generators within the community and connecting with major access routes into the community. Access is controlled on this type of facility.

Frontage Road. A street designed to provide access to property that abuts on a limited access highway.

Lane. A street that serves a limited number of lots and that has a lower classification than a local street.

Local Street. A street designed to service the needs of the neighborhood and provide direct access to abutting properties. Through-traffic movements are discouraged on this type of facility.

Major Collector. A street primarily intended to move traffic from *minor collectors* to other major collectors and arterials *outside of the town boundary*, and where access to existing properties is a secondary function.

Minor Arterial. A street intended to collect and distribute traffic in a manner similar to principal arterial, except that these roads serve minor traffic-generating areas such as commercial areas, primary and secondary educational facilities, hospitals, major recreational areas, churches and offices, and are designed to carry traffic from collector streets to the system of principal arterials.

Minor Collector. A street primarily intended to (1) move traffic from local roads to major collectors and (2) provide access to existing properties, and which by design standards is a lower classification than a major collector.

Principal Arterial. A street that permits rapid and relatively unimpeded traffic movement throughout communities and that connects major land use elements with one another. The major function is to serve through traffic. The secondary function is to serve abutting property. This functional description pertains to both four- and six-lane facilities.

State Highway. A right of way or location, whether actually used as a highway or not, designated for the construction of a state highway upon it as specified in Colorado Revised Statutes Section 43-1-204 (1973).

Stub Street. An internal street or road extending to the subdivision boundary, and terminating with no permanent vehicular turnaround. Stub streets are provided to permit adjacent undeveloped parcels of land to be developed later with an adjacent connecting street system.

STREET PROFILE. A drawing reflecting a proposed or existing section of a road, street or alley for which right of way is to be conveyed or dedicated to the Town of Columbine Valley for road purposes. It may be an existing or designed profile, and may reflect either a centerline and/or both flow lines or curb lines of a road, street or alley.

STRUCTURAL ALTERATIONS. Any change in the supporting members of a building such as bearing walls, columns, posts, beams, girders, floor joists or roof joists.

STRUCTURE. That which is built or constructed. An edifice or building of any kind, or a piece of work artificially built up or composed of parts joined together in some defined manner.

STRUCTURE, TEMPORARY. A structure which is not a permanent structure, or one which is constructed for a special purpose in contemplation of eventual removal.

SUBDIVIDER. Any person, firm, partnership, joint venture, association or corporation who shall participate as owner, promoter, developer or sales agent in the planning, platting development, promotion, sale or lease of a subdivision.

SUBDIVIDER IMPROVEMENTS AGREEMENT. The contract or instrument used to specify the public improvements required in a subdivision and containing one or more security arrangements, which may be accepted by the Town of Columbine Valley to secure the construction of such public improvements.

SUBDIVISION OR SUBDIVIDED LAND. The division, or resubdivision, of any lot, tract or parcel of land into two or more parcels or lots, plats, sites or other division of land for the purpose, whether immediate or in the future, of sale or planned developments, whether or not a plat has been recorded.

360 DEGREE ARCHITECTURAL TREATMENT. Building materials, color schemes and rooftop screening which are identical on all sides of a structure and which enclose loading docks and other service areas.

TOWN. The Town of Columbine Valley, Colorado.

TOWN ADMINISTRATOR/CLERK. Shall mean that person appointed by The Board of Trustees to perform the normal administrative duties, including but not limited to, collection of fees, issuance of permits, maintenance of the records and minutes of Planning and Zoning Commission and Board of Trustees meetings, and performs other administrative duties as directed. The Town Administrator/Clerk also acts as the Zoning Administrator and is responsible for the interpretation and administration of the zoning regulations.

TOWN ATTORNEY. That person(s) who provides legal advice and legal services to the Board of Trustees and other boards and commissions in the Town.

TOWN ENGINEER. That person(s) who provides advice on engineering issues to the Board of Trustees and other boards and commissions, and when directed, provides engineering design of public facilities and construction inspection of public facilities.

TOWN PLANNER. That person(s) who provides advice to the Planning and Zoning Commission and Board of Trustees on land use issues.

USE BY SPECIAL REVIEW. Certain existing or requested uses that require special approval by the Board of Trustees.

VESTED PROPERTY RIGHTS. The right to undertake and complete the development and use of property under the terms and conditions of a site-specific development plan and shall be deemed established upon approval of such site-specific development plan.

WATERCOURSE. A channel, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir or lake which carries or contains storm runoff and floodwater.

WYTHE. A continuous vertical section of masonry one unit in thickness.

YARD. That area of a lot which is to the front, side or rear of a building:

Front Yard. That part of the lot lying in front of the building and extending to the side lot lines.

Rear Yard. That part of the lot lying in the rear of the building and extending to the side lot lines.

Side Yard. That part of the lot lying between the front and rear building and between the building and side lot lines.

ZONING. The process of dividing land in a municipality into zones (e.g. residential, industrial) in which certain land uses are permitted or prohibited. In addition, the sizes, bulk, and placement of buildings may be regulated.

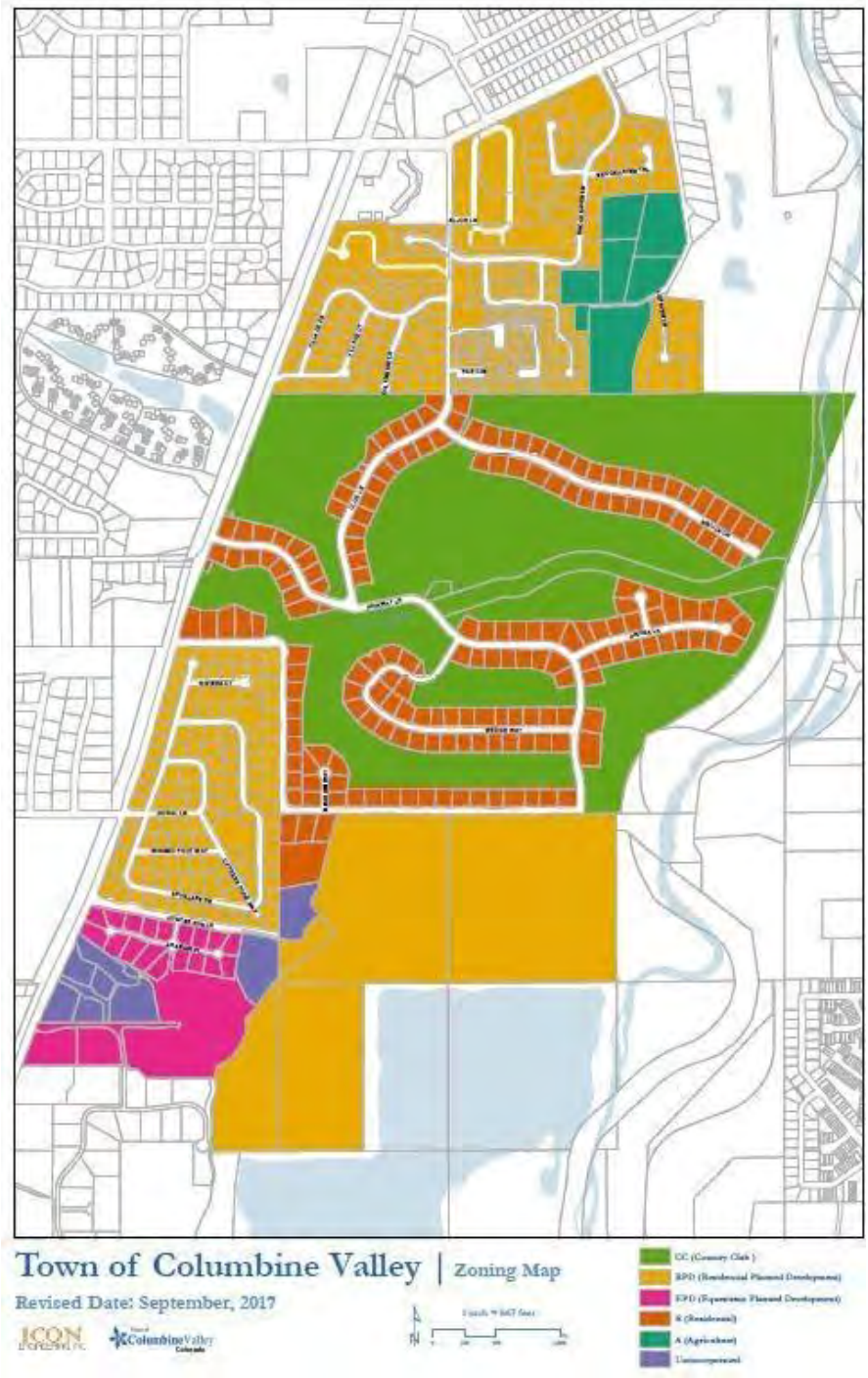
ZONING ADMINISTRATOR. The Town Administrator of the Town of Columbine Valley.

ZONING DISTRICT. A delineated area in which all land and structures are governed by a specific group of use and development standards.

ZONE DISTRICT (RESERVED). A description of a zoning district which is not shown on the Zoning Map but is described in the Zoning Regulations for possible future use.

APPENDIX A

ZONING MAP



APPENDIX B

Format For
SUBDIVIDERS IMPROVEMENT AGREEMENT

SUBDIVIDER IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into as of the _ day of _____, AD____, by and between _____, hereinafter referred to as "Subdivider," _____Homeowners Association (HOA), hereinafter referred to as the "HOA," and the Town of Columbine Valley, a municipal corporation, State of Colorado, hereinafter referred to as "Town."

WITNESSETH:

WHEREAS, Subdivider is the owner of _____acres located at _____ hereinafter referred to as the "Property," being further defined as _____, which is described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, all of the Property is located within the Corporate boundaries of the Town; and

WHEREAS, certain questions regarding the rights and obligations of Subdivider and Town have arisen; and

WHEREAS, both parties herein desire to execute a contract specifically defining the rights and obligations of each, all as contemplated by the Town, the Subdivider and the HOA agree as follows:

I. STREETS

A. The Subdivider agrees to dedicate, and the Town agrees to accept, rights of way (ROW) for the full width of the streets lying within the Property, as shown on: sample (the final plat of ____ Subdivision as approved (_____date)

B. Subdivider further agrees to improve the Property by paving all streets located within the Property with an asphalt surface in full conformance with the street design standards and specifications as established and in use by the Town except as may be modified in the final improvements drawings and specifications as approved by the Town. Geotechnical services and materials testing reports shall be provided to ensure the quality control of any utility trenches and pavement placement.

C. The Subdivider agrees to install, or cause to be installed, a street lighting system in accordance with the Town standards and specifications.

D. Town agrees to accept the street after a two-year warranty period, if constructed according to plans and specifications approved by the Town.

II. OPEN SPACE DEDICATION

A. The Subdivider agrees to dedicate, free and clear to the HOA, and the HOA agrees to accept _____, as described on the final plat, upon completion of the public improvements.

III. WATER AND SANITARY SEWER

A. The parties mutually agree that Subdivider shall design and install water lines and fire hydrant(s) within the Property described herein in accordance with Denver Water Board and Columbine Water and Sanitation District standards and specifications. Subdivider represents that said entities have already approved its plans. All water and sewer improvements will be installed in accordance with specifications of the provider of water and sewer services. Any agreements between the Subdivider and such providers may be attached to this Subdivider Improvements Agreement as exhibits.

B. The Subdivider will connect to the Columbine Water and Sanitation District sewer line for service and that district may impose a tap fee and service fees.

C. Columbine Water and Sanitation District will own and maintain said sewer mains.

D. Resolution of problems associated with sediment deposition or clogging of sanitary sewer mains by construction debris shall be the responsibility of Subdivider, until such time as responsibility therefore is accepted by the provider of sewer services.

IV. STORM DRAINAGE

A. All storm drainage improvements shall be designed and installed in full conformance with the approved construction plans and specifications. Subdivider agrees to dedicate to the appropriate parties (HOA and/or Town and/or Urban Drainage and Flood Control District) and improve all necessary unobstructed and unencumbered access streets and easements within the Property for storm sewers and/or transmission of stormwater as indicated on the final plat.

B. Town agrees to accept the drainage improvements constructed after a two-year warranty period, if constructed according to plans and specifications approved by the Town.

C. The storm drainage improvements shall be completed in accordance with the drainage plan approved by the Town and Urban Drainage and Flood Control District. Upon the dedication of drainage improvements by the Subdivider, the party to whom such drainage improvements have been dedicated shall thereafter be responsible for storm drainage maintenance thereof. Subdivider shall remain responsible for storm drainage maintenance with respect to those drainage improvements that have not been dedicated.

D. Subdivider agrees to provide a two-year warranty on all public and private storm drainage improvements. Said warranty period shall begin when the Town receives notice from the Town Engineer and the Urban Drainage and Flood Control District that the improvements are completed according to the plan specifications. In the event that said public and private storm drainage improvements are not installed according to the approved plans in the opinion of the Town Engineer or the Urban Drainage and Flood Control District, the Subdivider will be required to take corrective actions necessary to bring said storm drainage system in compliance with the approved plans to acceptance. The warranty period shall automatically be extended until said system is determined to be built in accordance with the approved plans. Resolution of problems associated with the storm drainage improvements due to erosion and sediment deposition or clogging by construction debris shall be the responsibility of Subdivider.

E. The Subdivider shall maintain certain erosion control measures (such as straw bales and silt fences) around the perimeter boundary, where necessary, to protect adjoining properties from silt and sediment from entering their property during grading operations. Subdivider agrees to install and maintain erosion and sediment prevention measures in accordance with the approved Erosion and Sediment Control Plan.

F. Subdivider shall prepare a Conditional Letter of Map Revision (CLOMR) to remove the property from the flood plain. Subdivider agrees to provide a surety bond, irrevocable letter of credit or other suitable form of guarantee as approved by the Town for the cost to prepare the CLOMR prior to the execution of the final plat by the Town. The guarantee for the cost of the CLOMR shall be released upon approval of the CLOMR as deemed appropriate by the Town.

V. PUBLIC IMPROVEMENTS AND DEVELOPMENT ASSURANCE

A. The Subdivider agrees to provide a surety bond, irrevocable letter of credit or other suitable form of guarantee as approved by the Town Attorney for all public and private improvements contemplated by this Agreement (the "Guarantee") which are to be dedicated to the Town. The Guarantee shall be provided to the Town before the final plat is recorded. The Guarantee shall be for 115% of the total cost of the improvements to be dedicated to the Town, which are not installed as of the date of approval of the final plat.

B. The Subdivider shall, at its own expense, furnish and install the public improvements in accordance with the construction drawings and engineering plans approved by the Town.

C. Subdivider shall complete the improvements delineated herein within the schedule shown in Exhibit B. Subdivider may request extensions of up to one year within which to complete the improvements, however, the Subdivider shall make such extension requests at least 30 days prior to the expiration of time frames established within the schedule shown in Exhibit B. Any extension request shall require a review and approval of the Town and possible increase in the Guarantee provided as necessary to cover inflation, real or anticipated.

D. The Colorado Department of Transportation (CDOT) has issued a state highway access permit from _____to _____. Construction shall be in accordance with said CDOT-approved plans.

E. The Town shall release that portion of the assurances attributable to the public improvements completed, except the 15% contingencies, when the conditions for start of warranty, as determined by the Town Engineer, are met. The Town shall release the remaining amount upon final acceptance of all public improvements by the Town, which shall be one year after preliminary approval of all public improvements and of course subject to and conditioned upon final review and acceptance by the Town Engineer.

VI. LANDSCAPE IMPROVEMENTS, DEVELOPMENT ASSURANCES AND HOMEOWNERS ASSOCIATION

A. The Subdivider agrees to install and provide assurances for landscaping and irrigation systems located within (name of development) as set forth on (title of plan, e.g., landscape plan, development plan).

All improvements shall be in conformance with the final improvement drawings and specifications as prepared by a Landscape Architect and approved by the Town of Columbine Valley.

B. The Subdivider agrees to warrant the landscaping, irrigation system and fencing for a period of one year after installation. In the event said improvements are not in an acceptable and satisfactory condition at the end of the warranty period, in the opinion of the Town Landscape Architect, the Subdivider shall take corrective measures as necessary to bring said improvements into an acceptable and satisfactory condition prior to acceptance.

C. The Subdivider further agrees and acknowledges that the Subdivider or the:

HOA, a duly organized non-profit corporation, and not the Town, will be responsible for the continuous and perpetual maintenance of (specify improvements, facilities, etc.):

_____

as defined on the plat of (title of plat and date approved), including landscaping and fencing installed therein by the Subdivider or the HOA. The Subdivider or the HOA, and not the Town, will be responsible for the continuous and perpetual maintenance of:

_____

The responsibility for said maintenance has been established by a declaration of covenants, conditions and restrictions, and said covenants, conditions and restrictions regarding said maintenance responsibility and requirements or provisions for the funding thereof are not subject to amendment without the prior approval of the Town.

D. Subdivider acknowledges and agrees that it shall construct an 8-foot wall along its Property adjacent to _____, which wall shall be of the same design and material as the existing Town wall which has already been erected adjacent to Platte Canyon Road. Said wall constructed by Subdivider shall measure 8 feet from the top of the

wall to the top of the grade, and shall have a 2-foot concrete base barrier and 6 feet of brick just as the existing Town wall.

VII. MISCELLANEOUS

A. Subdivider acknowledges that the Town will not allow construction above ground and framing of all units until an all-weather access road, approved by the City of Littleton Fire Department, is constructed and fire hydrants, in acceptable proximity to the construction site, are in place and operational. Subdivider acknowledges that the Town will not issue building permits until it has granted approval of all final construction plans. Moreover, Certificates of Occupancy or temporary Certificates of Occupancy for units and/or buildings will not be issued until all utilities required by the construction drawings and engineering plans are completed by or approved by Excel Energy and/or Columbine Water and Sanitation District, and in any event Certificates of Occupancy, temporary or otherwise, shall not be issued until all improvements are complete and certified as complete, by the Town, including roads and drainage facilities.

B. Subdivider warrants that the Property is free from any contamination from hazardous or toxic materials on or below the surface of the Property. Subdivider's Phase I environmental evaluation of the subject Property determined the Property to be free from contamination by hazardous or toxic materials on or below the surface of the Property.

C. The parties agree that this Agreement is the only Subdivision Improvements Agreement existing for the Property as described in Exhibit A and that it contains a full integration of all terms and agreements between the parties hereto with regard to said Property.

D. Subdivider agrees, in developing the Property, that it will meet all of the codes, regulations and policies of the Town as established under the municipal code of the Town, except as modified herein. Acreage dedicated to the public in conjunction with this development is shown on the plat of the Property.

E. All proposed public utilities, including but not limited to all water and sewer mains and service stub-outs, electrical services, natural gas, telephone and cable TV, shall be installed underground or sleeves provided and prior to construction of any overlaying street, curb, sidewalk or gutter in order to prevent unnecessary pavement cuts.

F. The Subdivider shall be responsible for the payment of any and all fees incurred during the zoning and platting process, as more particularly required in Article VI. Section 2.A.3, of these Regulations. All such fees paid, or other guarantees acceptable to the Town, shall be made prior to the appropriate signing of the signature Mylar of the final plat.

G. This Agreement may not be assigned or delegated without the written consent of the parties which shall not be unreasonably withheld.

H. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail (postage and fees prepaid), addressed to the party to whom such notice is intended to

be given at the address set forth on the signature page below or at such other address as has been previously furnished in writing to the other party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

I. The captions of paragraphs are set forth only for convenience and reference and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

J. The parties agree to execute any additional document(s) and to take any additional action necessary to carry out this Agreement.

K. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to construction drawings, engineering plans, landscape plans, drainage plans and the like in this Agreement are a reference to construction documentation that is a public record on file and available for review at the offices of the Town of Columbine Valley.

L. Further, upon breach by Subdivider or its assigns, the Town shall have the right to refuse to issue for any phase of the development contemplated herein, building permits, certificates of occupancy or any other approvals required hereunder. In the event any amounts due and owing to the Town under this Agreement are not paid in a timely manner, the Town shall be entitled to draw upon the bond or irrevocable letter of credit posted by the Subdivider, and the Town shall be authorized to complete the improvements in connection therewith. In the event such improvements have never been started by the Subdivider, the Town shall have the right and option to vacate the final plat or to draw upon the bond or irrevocable letter of credit posted by the Subdivider and the Town shall be authorized to complete the improvements in connection therewith.

M. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

N. In addition to claims for damages and any other remedies the parties may have upon the breach of this Agreement by the other party, the aggrieved party shall have the right to request a court of proper jurisdiction to enter an order against the other party requiring specific performance of the terms contained in this Agreement and any mandatory injunctive relief that may be necessary.

O. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

P. This Agreement shall be governed by the laws of the State of Colorado.

Q. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings.

R. This Agreement may be amended only by an instrument in writing signed by both parties.

S. The Subdivider's payment of fees and charges specified by this Agreement shall be delivered to the Town of Columbine Valley, 2 Middlefield Road, Columbine Valley, Colorado 80123.

T. During construction, Subdivider shall use proper dust and erosion control and maintain streets and roads in such a manner that they may be reasonably traveled upon. Subdivider may secure construction areas within the Property from the general public during construction, except for necessary local traffic, representatives of the Town and other appropriate jurisdiction on official business and emergency service providers.

This Agreement, when executed, shall inure to the benefit of and be binding upon the successors, assigns and heirs of the respective parties. The original hereof shall, upon execution, be recorded in the Public Land Records of the County of Arapahoe, State of Colorado.

ATTEST: _____
Subdivider a Colorado _____
By: _____
President
_____ **HOMEOWNERS ASSOCIATION**
as President
Title: _____
Date: _____

ATTEST: **TOWN OF COLUMBINE VALLEY**
A Municipal Corporation
2 Middlefield Road
Columbine Valley, Colorado 80123

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____
APPROVED AS TO FORM

By: _____
Town Attorney

APPENDIX C
AMENDMENT HISTORY

DATE APPROVED	ORDINANCE/ RESOLUTION #	ARTICLE OR APPENDIX# SECTION#	DESCRIPTION
May 25, 2013	**Resolution # 4, Series 2013**	**All**	**Adoption of new land use regulations**
July 16, 2013		**Appendix A Zoning Map**	**Rezoned Willowcroft Manor from A (Agriculture) to RPD (Residential Planned Development**
November 18, 2014	**Trustee Bill # 9**	**All**	**Amendment to Zoning Code**
February 17, 2015	**Trustee Bill #1 2015**	**Appendix A Zoning Map**	**Rezoned Wilder Lane From A(Agriculture) an MU(Mixed Use) to RPD (Residential Planned Development)**
April 19 2016	**Resolution No. 3 Series of 2016**	**Article VI**	
		Section 1B7 **Section 1C**	**Adds Waiver and Exemptions to list of application options Moves paragraph on Charge Back**
		Section 2B1e Section 2B4	**Requires prior approval of Waivers and Exemptions before application accepted.** **Includes Long Letter as a step in the process.**
		Section 2B12	Relates to recording the Preliminary plan/plat
		Section 312b Section 312d	Allows Dedication by plat Requires completion of previously deferred improvements
		Section 3K Section 3L	Requires Digital Copy Effective Date of Final Approval
		Section 4B1c	Open Space Reduction

DATE APPROVED	ORDINANCE/ RESOLUTION #	ARTICLE OR APPENDIX# SECTION#	DESCRIPTION
April 19 2016	**Resolution No. 3 Series of 2016**	**Article VII**	
		Section 2A5	Concerning number of copies.
		Section 2A5y	Digital copy required. Relating to number of copies
		Section 2B5o Section 2B6	Allows "illustrative" building elevations. Refers to Design Standards Amends Landscape plan requirements
		Section 2C1	Allows Town Administrator and Town Planner to sign preliminary mylars
		Section 2C2	Revises Improvements Completed note to allow deferred improvements.
		Section 2D	Narrative on final plats
		Section 5B 5B8	Relates to number of copies Notification of Land Owners
		5C	Processing Use by Special Review
		Article VII	
		5C	Processing Use by Special Review
		Article VIII	
		Section 4A	Applicant Prepares Subdivision Improvement Agreement
		Article IX	
		Section 1A2	Relates to number of Copies
		Section 1B1	Relates to Copies
		Section 2	Deferment of Submittal Requirements

DATE APPROVED	ORDINANCE/ RESOLUTION #	ARTICLE OR APPENDIX# SECTION#	DESCRIPTION
		Article X	
		Section 2A	Relates to requiring additional public improvements
		Article XI	
		Section 1D	Adds Landscape Design Guidelines
		Section 1E	Adds Architectural Design Standards
		Article XII	
		Section 11	Adds Resubdivisions
		Section 12A	Adds Minor Subdivisions
		Article XIII	
			Defines HOA and "Homeowners Association"
			Adds Definition of "Long Letter"
August, 2017	**Trustee Bill # 4, Series 2017**	**Appendix A Zoning Map**	**Rezoning Wild Plum from R-A to RPD**
November, 2020	**Trustee Bill #6**	**Article II**	
		Section 1	Adds Use by Special Review
		Section 2	Adds verbiage for care-dwelling unit
		Section 5	Addresses issue with developments within town without a Final Development Plan
			Adds verbiage for care-dwelling unit
		Section 6	Adds verbiage for care-dwelling unit
		Section 7	Adds verbiage for care-dwelling unit
		Article III	
		Section 3	Adds verbiage about HOA waivers; Detail about Fences, Walls, and Hedges; Sign Code Change for Political Signs, Contractor Signage, and Temporary Signage; Care Dwelling Unit Specifications

DATE APPROVED	ORDINANCE/ RESOLUTION #	ARTICLE OR APPENDIX# SECTION#	DESCRIPTION
		Article VII	
		Section 2	Digital Submittal Requirement
		Section 5	Use by Special Review
		Article X	New introduction section; Revised regulations for design/construction of infrastructure in the Town
		Article XI	
		Section 1	Clarifies Higher Standards; Site considerations pertaining to be considerate of Natural Resources.
		Article XIII	
		Additional/Revised Definitions	Additional/Changed Definitions: Building Height; Caregiver; Commission; Caregiver Dwelling Unit; Use by Special Review; Zoning; Zoning District; Zoning District (Reserved); Residential Care Developmentally Disabled
		Removed Definitions	Outdoor Storage; Permanent Monument; Pets; Geologic Hazard; Handicap

Request for Board of Trustee Action

Date:	November 17, 2026
Title:	Trustee Bill #11, Series 2026 – Annexation of 8 Hunter Run
Presented By:	Lee Schiller, Town Attorney
Prepared By:	Lee Schiller, Town Attorney
Background:	The property located at 8 Hunter Run Lane is a residential parcel of approximately 3.5 acres that has remained within unincorporated Arapahoe County despite being entirely surrounded by the Town of Columbine Valley. Under Colorado law, properties that have been completely surrounded by a municipality for more than three years are eligible for annexation as enclaves. The Town has been working with the property owner to facilitate the annexation and establish appropriate zoning provisions. The owner has been cooperative throughout this process, and both parties have expressed a desire to preserve the property's existing residential character and use. The proposed ordinance formally annexes 8 Hunter Run Lane into the Town of Columbine Valley pursuant to Colorado's enclave annexation provisions. The annexation is not intended to change the property's existing use. The Town has worked with the property owner to develop zoning provisions generally consistent with the Town's Agricultural zoning standards, while recognizing existing structures and providing reasonable flexibility for future improvements. The annexation will bring the property fully within the Town's jurisdiction, eliminating a longstanding unincorporated enclave and establishing consistent municipal oversight.
Recommendation	Staff recommends approval of the ordinance annexing 8 Hunter Run Lane into the Town of Columbine Valley. The annexation represents a logical adjustment to the Town's boundaries, preserves the property's existing residential character, and has been developed in cooperation with the property owner.
Attachments:	Trustee Bill #11, Series 2026
Recommended Motion(s):	"I move to approve as presented Trustee Bill #11, Series 2026 on 2nd Reading."

TRUSTEE BILL NO.11 INTRODUCED BY
SERIES OF 2026 TRUSTEE: BETSY McCAIN

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY APPROVING THE
ANNEXATION OF PROPERTY TO THE TOWN OF COLUMBINE VALLEY

WHEREAS, the Board of Trustees of the Town of Columbine Valley, pursuant Resolution No. 14, Series of 2026 held a hearing for the purpose of determining whether the Property located at 8 Hunter Run Lane, Arapahoe County, Colorado, as more particularly described in Exhibit A attached hereto was eligible for annexation; and

WHEREAS, Notice of said hearing was published in the Littleton Independent, Littleton, Colorado, in accordance with C.R.S. 31-12-108(2) as amended; and

WHEREAS, proof of the publication of such Notice and a copy of Resolution No. 14 was sent by registered mail to the Arapahoe County Commissioners, the Platte Canyon Water and Sanitation District and the Littleton Public Schools; and

WHEREAS, the Property described in Exhibit A has been entirely contained within the boundaries of the Town of Columbine Valley for more than three years and as an enclave eligible for annexation pursuant to Section 30 of Article II of the Colorado State Constitution and C.R.S. 31-12-106, as amended

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

Section 1. The Board of Trustees finds that the proposed annexation satisfies the requirements of § 31-12-106 as amended and Section 30 of Article II of the Colorado State Constitution and the Property, described in Exhibit A, is eligible to be annexed into the Town of Columbine Valley.

Section 2. That the annexation of the Property described in Exhibit A attached hereto, to the Town of Columbine Valley is hereby approved.

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. 11, Series of 2026, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of October, 2026, passed by a vote of 7 for and 0 against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and _____ against on the 17th day of November, 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

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT K70902714, EFFECTIVE DATE OF MAY 18, 2026): PARCEL A: THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 59.00 FEET EAST OF AND 357.40 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4, NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST; THENCE NORTH 89°41’26” EAST (BASIS OF BEARINGS IS THE SOUTH LINE OF PARCEL NO. 1 DESCRIBED IN DEED RECORDED AUGUST 2, 1961 IN BOOK 1277 AT PAGE 31, RECORDS OF THE CLERK AND RECORDER, COUNTY OF ARAPAHOE, HAVING AN ASSUMED BEARING OF SOUTH 90°00’00” EAST, THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID PARCEL ARE MONUMENTED WITH NO. 5 REBARS WITH PLASTIC CAPS, L.S. NO. 2132), PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 30, A DISTANCE OF 704.52 FEET TO THE WEST BANK OF NEVADA DITCH; THENCE NORTHEASTERLY ALONG SAID WEST BANK, THE FOLLOWING COURSES AND DISTANCES: NORTH 09°35’26” EAST, A DISTANCE OF 29.17 FEET; THENCE NORTH 27°39’18” EAST, A DISTANCE OF 50.06 FEET; THENCE NORTH 14°35’59” EAST, A DISTANCE OF 57.65 FEET; THENCE NORTH 07°28’53” WEST, A DISTANCE OF 108.94 FEET; THENCE NORTH 18°17’08” EAST, A DISTANCE OF 95.80 FEET; THENCE NORTH 62°08’45” EAST, A DISTANCE OF 120.11 FEET; THENCE NORTH 32°48’24” EAST, A DISTANCE OF 147.75 FEET; THENCE NORTH 24°04’56” EAST, A DISTANCE OF 88.11 FEET; THENCE NORTH 04°07’00” WEST, A DISTANCE OF 66.33 FEET TO THE SOUTH LINE OF PARCEL NO. 1 AS DESCRIBED IN SAID BOOK 1277 AT PAGE 31, RECORDS OF THE CLERK AND RECORDER, COUNTY OF ARAPAHOE; THENCE SOUTH 90°00’00” EAST, DEPARTING FROM SAID TOP OF BANK AND ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO. 1, WHICH CORNER IS ON THE CENTERLINE OF NEVADA DITCH; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NO. 1 AND ALONG THE CENTERLINE OF NEVADA DITCH THE FOLLOWING COURSES AND DISTANCES: NORTH 02°42’50” WEST, A DISTANCE OF 33.50 FEET; THENCE NORTH 43°49’57” EAST, A DISTANCE OF 103.23 FEET; THENCE NORTH 32°55’29” EAST, A DISTANCE OF 4.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 32°55’29” EAST ALONG SAID SOUTHEASTERLY LINE AND SAID CENTERLINE, A DISTANCE OF 105.23 FEET; THENCE NORTH 36°32’53” EAST, A DISTANCE OF 136.65 FEET; THENCE NORTH 41°53’44” EAST, A DISTANCE OF 72.85 FEET; THENCE NORTH 00°00’00” EAST, DEPARTING FROM THE CENTERLINE OF NEVADA DITCH AND ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 312.96 FEET TO A POINT ON THE CENTERLINE OF A LANE AND THE NORTHERLY LINE OF SAID PARCEL NO. 1 AND THE SOUTHERLY LINE OF BURNING TREE AT COLUMBINE-THIRD FILING; THENCE NORTH 78°53’00” WEST ALONG SAID CENTERLINE OF A LANE AND SAID NORTHERLY LINE OF PARCEL NO. 1 AND SAID SOUTHERLY LINE OF BURNING TREE AT COLUMBINE - THIRD FILING, A DISTANCE OF 337.96 FEET; THENCE

SOUTH 11°07’00” WEST, A DISTANCE OF 16.80 FEET; THENCE SOUTH 12°41’49” WEST, A DISTANCE OF 16.29 FEET; THENCE SOUTH 76°14’47” EAST, A DISTANCE OF 50.57 FEET; THENCE SOUTH 10°41’58” WEST, A DISTANCE OF 312.24 FEET; THENCE SOUTH 48°30’29” EAST, A DISTANCE OF 81.77 FEET; THENCE SOUTH 26°41’21” EAST, A DISTANCE OF 43.54 FEET; THENCE SOUTH 05°54’00” EAST, A DISTANCE OF 103.88 FEET; THENCE SOUTH 24°43’34” WEST, A DISTANCE OF 22.07 FEET; THENCE SOUTH 51°05’49” EAST, A DISTANCE OF 99.99 FEET TO THE TRUE POINT OF BEGINNING, TOGETHER WITH THE PORTION DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 4, 1996 AT RECEPTION NO. A6040599, EXCEPT ANY PART THEREOF LYING WITHIN THE RIGHT OF WAY FOR EL MAR LANE AS DEDICATED ON THE PLAT OF BURNING TREE AT COLUMBINE FILING NO. 3, AND EXCEPT THOSE PORTIONS CONVEYED TO THE TOWN OF COLUMBINE VALLEY IN SPECIAL WARRANTY DEEDS RECORDED APRIL 4, 1996 AT RECEPTION NOS. A6040601 AND A6040602, AND TO PTSC PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP IN SPECIAL WARRANTY DEED RANGE APRIL 4, 1996 AT RECEPTION NO. A6040600, COUNTY OF ARAPAHOE, STATE OF COLORADO. PARCEL B: A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS AS GRANTED BY INSTRUMENT RECORDED OCTOBER 18, 1990 IN BOOK 6028 AT PAGE 734, COUNTY OF ARAPAHOE, STATE OF COLORADO. PARCEL AREA: 154868 ± SQ.FT. (3.5553 ± AC.)

VUKOVICH RESIDENCE ANNEXATION MAP

LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO.

LEGAL DESCRIPTION (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT K70902714, EFFECTIVE DATE OF MAY 18, 2026**):**

PARCEL A:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 59.00 FEET EAST OF AND 357.40 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4, NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST; THENCE NORTH 89°41'26" EAST (BASIS OF BEARINGS IS THE SOUTH LINE OF PARCEL NO. 1 DESCRIBED IN DEED RECORDED AUGUST 2, 1961 IN BOOK 1277 AT PAGE 31, RECORDS OF THE CLERK AND RECORDER, COUNTY OF ARAPAHOE, HAVING AN ASSUMED BEARING OF SOUTH 90°00'00" EAST, THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID PARCEL ARE MONUMENTED WITH NO. 5 REBARS WITH PLASTIC CAPS, L.S. NO. 2132), PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 30, A DISTANCE OF 704.52 FEET TO THE WEST BANK OF NEVADA DITCH; THENCE NORTHEASTERLY ALONG SAID WEST BANK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 09°35'26" EAST, A DISTANCE OF 29.17 FEET;
THENCE NORTH 27°39'18" EAST, A DISTANCE OF 50.06 FEET;
THENCE NORTH 14°35'59" EAST, A DISTANCE OF 57.65 FEET;
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THENCE SOUTH 90°00'00" EAST, DEPARTING FROM SAID TOP OF BANK AND ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO. 1, WHICH CORNER IS ON THE CENTERLINE OF NEVADA DITCH; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL NO. 1 AND ALONG THE CENTERLINE OF NEVADA DITCH THE FOLLOWING COURSES AND DISTANCES:

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THENCE CONTINUING NORTH 32°55'29" EAST ALONG SAID SOUTHEASTERLY LINE AND SAID CENTERLINE, A DISTANCE OF 105.23 FEET; THENCE NORTH 36°32'53" EAST, A DISTANCE OF 136.65 FEET; THENCE NORTH 41°53'44" EAST, A DISTANCE OF 72.85 FEET; THENCE NORTH 00°00'00" EAST, DEPARTING FROM THE CENTERLINE OF NEVADA DITCH AND ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 312.96 FEET TO A POINT ON THE CENTERLINE OF A LANE AND THE NORTHERLY LINE OF SAID PARCEL NO. 1 AND THE SOUTHERLY LINE OF BURNING TREE AT COLUMBINE-THIRD FILING; THENCE NORTH 78°53'00" WEST ALONG SAID CENTERLINE OF A LANE AND SAID NORTHERLY LINE OF PARCEL NO. 1 AND SAID SOUTHERLY LINE OF BURNING TREE AT COLUMBINE - THIRD FILING, A DISTANCE OF 337.96 FEET; THENCE SOUTH 11°07'00" WEST, A DISTANCE OF 16.80 FEET; THENCE SOUTH 12°41'49" WEST, A DISTANCE OF 16.29 FEET; THENCE SOUTH 76°14'47" EAST, A DISTANCE OF 50.57 FEET; THENCE SOUTH 10°41'58" WEST, A DISTANCE OF 312.24 FEET; THENCE SOUTH 48°30'29" EAST, A DISTANCE OF 81.77 FEET; THENCE SOUTH 26°41'21" EAST, A DISTANCE OF 43.54 FEET; THENCE SOUTH 05°54'00" EAST, A DISTANCE OF 103.88 FEET; THENCE SOUTH 24°43'34" WEST, A DISTANCE OF 22.07 FEET; THENCE SOUTH 51°05'49" EAST, A DISTANCE OF 99.99 FEET TO THE TRUE POINT OF BEGINNING,

TOGETHER WITH THE PORTION DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 4, 1996 AT RECEPTION NO. A6040599,

EXCEPT ANY PART THEREOF LYING WITHIN THE RIGHT OF WAY FOR EL MAR LANE AS DEDICATED ON THE PLAT OF BURNING TREE AT COLUMBINE FILING NO. 3, AND

EXCEPT THOSE PORTIONS CONVEYED TO THE TOWN OF COLUMBINE VALLEY IN SPECIAL WARRANTY DEEDS RECORDED APRIL 4, 1996 AT RECEPTION NOS. A6040601 AND A6040602, AND TO PTSC PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP IN SPECIAL WARRANTY DEED RANGE APRIL 4, 1996 AT RECEPTION NO. A6040600,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL B:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS AS GRANTED BY INSTRUMENT RECORDED OCTOBER 18, 1990 IN BOOK 6028 AT PAGE 734, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL AREA: 154868 ± SQ.FT. (3.5553 ± AC.)

TOWN OF COLUMBINE VALLEY APPROVALS

MAYOR	DATE
TOWN ADMINISTER	DATE
CITY ENGINEER	DATE
ORDINANCE NUMBER	

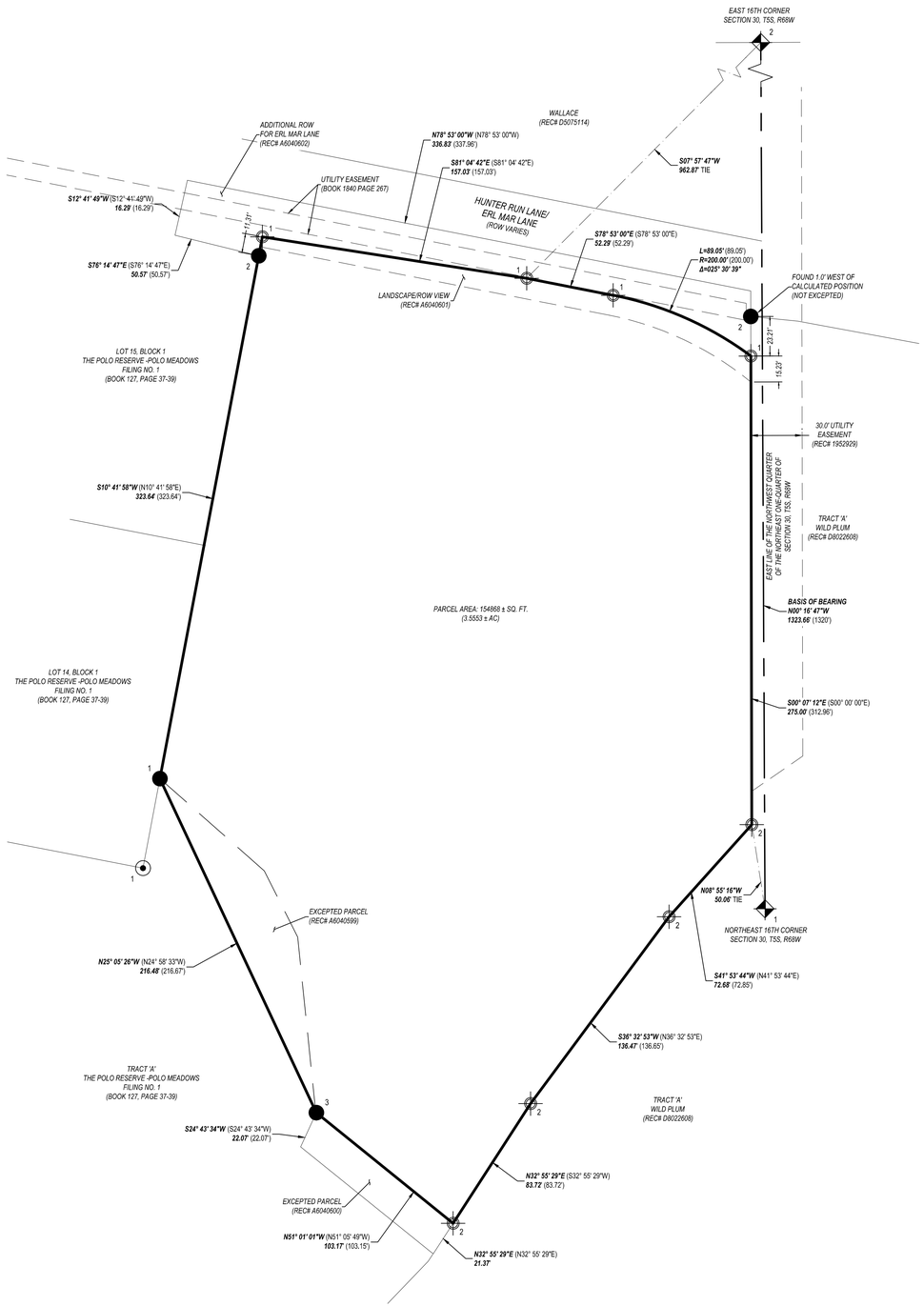
SURVEYOR'S CERTIFICATE:

I, KARL W. FRANKLIN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO HEREBY CERTIFY THAT:

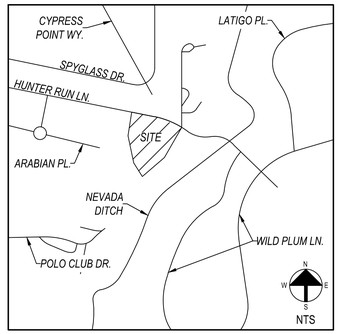
- THIS SURVEY IS A TRUE AND CORRECT LAND SURVEY PLAT AND WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND COMPLIES WITH CRS 38-51-106.
- THIS SURVEY IS BASED UPON THIS SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF.
- THIS IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE.

THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A LICENSED PROFESSIONAL LAND SURVEYOR IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

COLORADO LICENSED
KARL W. FRANKLIN
9/8/2026
37969
PROFESSIONAL LAND SURVEYOR



VICINITY MAP:



GENERAL NOTES:

1. FIELD WORK PERFORMED IN JUNE 2026 BY ALTITUDE LAND CONSULTANTS, INC.
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT K70902714, EFFECTIVE DATE OF MAY 18, 2026 WAS RELIED UPON IN PREPARATION OF THIS SURVEY.
3. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST BETWEEN A FOUND 3.25" ALUMINUM CAP STAMPED "L.S. 16401" BEING THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 30 AND A FOUND 2.5" ALUMINUM CAP STAMPED "L.S. 25636" BEING THE EAST SIXTEENTH CORNER OF SAID SECTION 30. ASSUMED TO BEAR NORTH 00° 16' 47" WEST AT 1323.66 FEET AS MEASURED; (1320 FEET PER PLAT / RECORD).
4. ALL PROPERTY CORNERS WERE FOUND OR SET AS SHOWN ON THIS SURVEY.
5. ALL MEASUREMENTS IN PARENTHESES ARE PER PLAT / RECORD; OTHERWISE ALL MEASUREMENTS SHOWN HEREON ARE AS MEASURED.
6. ALL LINEAR MEASUREMENTS WERE TAKEN USING THE U.S. SURVEY FOOT.

ABBREVIATION LEGEND:

CL: CENTERLINE
PL: PROPERTY LINE
RL: RANGE LINE
ROW: RIGHT-OF-WAY
SQ. FT.: SQUARE FEET
AC: ACRE

LEGEND:

1	SET #5 REBAR WITH 1-½" ORANGE PLASTIC CAP STAMPED "ALC LS 37969"
2	SET MAG NAIL & 1" BRASS TAG STAMPED "ALC PLS 37969"
1	FOUND 3.25" ALUMINUM CAP STAMPED "L.S. 16401"
2	FOUND 2.5" ALUMINUM CAP STAMPED "L.S. 25636"
1	FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "L.S. 25965"
2	FOUND #5 REBAR WITH NO CAP
3	FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "L.S. 6973"
1	FOUND ILLEGIBLE NAIL AND TAG
	SECTION LINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	INTERIOR PROPERTY LINE
	EASEMENT

N W E S

0 20 40 80 120
(IN FEET)
1 inch = 40 ft.

ALTITUDE LAND CONSULTANTS
CIVIL | SURVEY | PLANNING | LANDSCAPE
3461 Ringsby Ct, Suite 125
Denver, CO 80216
info@altitudelandco.com
AltitudeLandCo.com

DATE: 9/8/2026
JOB NO: 26-082

DRAWN BY: BCW
CHECKED BY: KWF

Request for Board of Trustee Action

Date:	November 17, 2026
Title:	2027 Draft Town Budget
Presented By:	J.D. McCrumb, Town Administrator; Diane Rodriguez, Finance Manager
Prepared By:	Diane Rodriguez, Finance Manager; J.D. McCrumb, Town Administrator
Background:	This is the final draft of the 2027 Town Budget presented for review and discussion. It was first presented in September and was reviewed in depth at the October Board of Trustees meeting. Direction was provided by the Trustees at those meetings and this draft reflects that direction. A Public Hearing will be held at this meeting to offer the public an opportunity to comment on the draft budget. The Trustees will also go into Executive Session tonight to discuss any salary adjustments for the Town Administrator and Chief of Police. The budget is scheduled for adoption by Resolution on Tuesday, December 8, 2026.
Attachments:	2027 Draft Town Budget Narrative 2027 Draft Town Budget
Suggested Action:	Direct staff to make any updates or changes to prepare for final adoption at the December Trustees meeting.

Town of Columbine Valley
2027 Budget
Narrative Portion

November 13, 2026

The 2027 Town budget consists of a financial portion and a related narrative portion.

Basis of Accounting
The Budget is prepared and accounting records are maintained using a modified accrual basis of accounting. Revenues, such as property taxes and sales taxes are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the budget year or soon thereafter. Expenditures are recorded when a liability is incurred.

General Information
The Town has one General Fund, which is increased by revenues received from various Town imposed taxes and fees. The Fund is decreased by expenditures for (1) Town operating expenses and (2) amounts set aside (reserved) or appropriated for major infrequent purchases such as police vehicles, operating equipment etc., and major one time only public works. Amounts, set aside, are placed in designated or general type reserves. Amounts in these reserves are depleted as a major purchase is made or a major public works project is undertaken. Other accounts have been established for controlling the spending of restricted lottery receipts (Conservation Trust Fund), Arapahoe County Open Space Shareback sales tax receipts, Impact Fees, and Transportation Fees.

Sources of revenues are explained below. The main sources, however, are property taxes and various sales taxes. The amount of property taxes levied are determined by the total assessed value of the Town against the needed mills to fund operating expenses and reserves for major public works projects.

The Town's on-going commitments for expenditures are as follows:

- Public Safety – Police protection and municipal court activity (now includes the Town of Bow Mar)
- Public Works – Trash removal & town street and property maintenance
- Administration – Town office expense including election, publication, legal and other operating costs
- Planning & Zoning – Town development expenses

Amendment #1
On November 3, 1992, the voters of Colorado passed Amendment #1 that restricts the rate of increase in spending by local governments. The maximum annual percentage change in any year's spending and property tax revenues is limited to 1) inflation (rise in consumer price index) plus 2) a percentage equal to the net percentage change in the Town's actual valuation of all real property. Spending may be increased if the voters in the Town approve additional taxes through an initiative referendum election. Revenues that exceed Amendment #1 limits are refunded in the following year unless the voters approve otherwise. In November 1998 the Town was successful in passing a referred measure to authorize the Town to collect, retain and spend all excess revenue collected in 1998, and thereafter, without regard to any limitations under TABOR provided that no local tax rate or mill levy be increased without further voter approval. The 1998 election also allows the Town to remove the limitations noted above and collect the allowable property tax associated with the assessed value against the Town's permitted 9.313 mills.

Sources of Fund Increases

Property Taxes – General Fund -$640,086
The assessed value for the Town for tax year 2026 (collection year 2027) is $87,972,228. Against the mills the Town will certify, of 7.276 (including abatements) this would equal revenues of $640,086. The full 9.339 mills less a mill levy of 2.068 for temporary reduction totaling $181,927 plus 0.027 mill levy for prior year abatements totaling $440.

Specific Ownership Tax - $32,000
Specific ownership taxes are collected by the County Department of Motor Vehicles for vehicles registered in the Town. The amount allocated to the Town by the County is based upon its proportionate share of all County imposed property taxes. The budget for 2027 reflects a small decrease from the 2026 budget.

Sales & Use Tax - $1,190,700

The Town collects sales taxes on retail sales within the Town boundaries. These taxes come from sales by Columbine Country Club, its pro shop, CenturyLink, and A T & T. The Town also collects sales tax on automobile purchases by Town residents and on materials purchased for new and remodel home construction. The 2027 Budget provides for the scrapes of one home within the Town.

Utility Franchise Fee - $86,000
Utility franchise fees come from Public Service Company of Colorado (Xcel Energy). The fee received from Public Service is 3% of their billings to Town residents. This fee is expected to stay flat over the next few years.

Cable TV - $41,400
The Town has granted non-exclusive ten-year cable franchises covering all of Columbine Valley to two separate cable tv providers. The agreements expire in 2026 and 2027, unless renewed or extended. Each agreement stipulates that the Town receives an annual fee equal to 5% of gross cable receipts by the cable operator. Cable revenues have increased in recent years, likely due to increased premium services and additional home construction. The budget is expected to stay flat over the next few years.

Permits Fees - $239,500
Permit fees (including plan review fees) are based upon the projection of historical remodel permit fees of $239,500 as well as one scrape and rebuild within the Town. The budget is expected to stay flat over the next few years.

Fines - $75,000
Tickets and fines issued by the Town police are a function of the level of police staff maintained during the year. We anticipate that 2027 revenues will likely stay flat. These amounts include revenues generated through the issuance of tickets within the Town of Bow Mar ('Bow Mar').

Intergovernmental Revenues
Bow Mar Public Safety IGA
Effective January 1, 2025, the Town has renewed its intergovernmental agreement with Bow Mar for a ten-year term and continues to assume the responsibility for public safety and municipal court activities for that town. In connection with this and prior agreements and for providing these services, Bow Mar will have paid the Town $382,117 in 2026 and estimated to pay $395,682 in 2027.

Bow Mar Building Department IGA
Effective in January 1, 2025, the Town has renewed its intergovernmental agreement with Bow Mar for a five-year term to provide certain administrative services associated with their building department functions. The fee for 2025 to 2029 is $20,000.

Other
Where available, intergovernmental revenues are estimated based upon information and estimates provided by the governmental agencies. Other estimates are made based upon prior year actual revenues. The Colorado Municipal League provides the estimate used for Highway User Tax (Motor Fuel Tax).

- State Highway Users Tax – 2026 projection is $54,041; 2027 budget is $54,000
- County Highway Mill Tax – 2026 projection is $18,900; 2027 budget is $18,900
- Cigarette Tax Apportionment – 2026 projection is 1,459; 2027 budget is $1,500
- Motor Vehicle Registration Fees – 2026 projection is $6,264; 2027 budget is $6,300

Interest - $250,000
The Town will be investing funds in 2027 generated an estimate of $250,000 in interest. This is slightly lower than past years as the amount invested and interest rates are trending lower.

Other - $38,738
The Town is estimating grant income of $38,738.

Sources of Fund Decreases

Public Safety - $1,345,130
Public safety costs include both Town police expense and the expense of operating its municipal court. The Town intends to employ six full time and five part-time police officers in 2027 to accommodate its coverage area, which includes Bow Mar. Costs include salaries and benefits, uniforms, training, vehicle expense (four owned vehicles) and supplies. Since 2008 the Town has been subject to an annual charge from Arapahoe County for providing dispatch and other services. These services had been provided in the past at no cost to the Town. The annual charge was $44,417 in 2026 and is budgeted at $46,638 in 2027. The Town is anticipating receiving a grant to cover a portion of these costs, as in past years.

Administration - $1,065,797
Costs that are considered part of administration and their percentage to total administration costs are as follows:

	2025	2026	2027
• Town office salaries and benefits	33.43%	39.58%	33.35%
• Legal, human resources, accounting and audit	21.55%	25.67%	19.83%
• Insurance	2.38%	2.26%	2.69%
• Building inspection fees	10.96%	9.91%	23.30%
• Town Hall maintenance and utilities	3.69%	3.96%	3.96%
• Community Functions	6.55%	7.43%	7.43%
• Other	21.44%	11.33%	9.43%

Office salaries include two full-time , two part-time, and contract additional part-time help as needed. Included in benefits are the cost of health insurance and a pension plan.

Legal fees are very dependent upon activities occurring within the Town. Legal fees are estimated to be the same as 2026. The primary need for legal services in 2027 will be preparation for and attendance at regular meetings of the Town Trustees. The accounting and audit fees will increase a minimal amount. Human resources should stay about the same as 2027.

Insurance costs for the building are estimated to increase 10% in 2026. Health insurance costs are increased due to additional insured for employees. Our insurance carrier is Travelers Insurance. Our Workman's Compensation insurance carrier is Pinnacol Assurance.

Building inspection fees are very dependent upon new construction within the Town. The budget for 2027 is increased significantly over 2026 due to our long time inspector possibly retiring. A new inspector could have increase fees. We still anticipate the scrape or rebuild of one home within the Town.

Town Hall maintenance and utilities include normal occupancy costs associated with office space including, but not limited to, water, power, lighting, janitorial services, lawn maintenance, and cleaning supplies.

Other costs include the issuance of periodic newsletters and/or flyers, a Town directory, publication of official notices, election expenses (generally in even years only), office supplies, and computer expenses.

Planning & Engineering - $38,400
The costs included in this category are all associated with mapping, zoning and developing property within the Town. Incremental costs associated with requests from developers to review and approve new projects within the Town are generally recovered from the developers. A portion of these costs may be recovered if there is significant activity in planning the active developments within the Town.

Public Works - $591,052
Town property maintenance costs include street and gutter maintenance and repair, snow removal, street lighting, road striping, park maintenance and maintenance and repairs associated with Town equipment. The Town has also determined to continue to handle snow removal services internally, relying on our full-time public works manager and additional part-time help, as necessary. Salaries are higher than previous years as the full salary of the public works manager is included plus part time help. In 2027 we anticipate a new road safety study and starting a street sweeping program. Sanitation services are contracted with Republic Services for trash removal, in 2027 budgeted to increase significantly. Some services, such as street sealing are contracted from the City of Littleton or other third-party vendors.

Additional Funds Activity –

Capital Fund – $333,000
This reserve fund was established in 2018 from the General Fund Reserve balance. Funds will be transferred in 2026 to continue funding the necessary capital projects expected by the Town. Expenditures for 2027 include a new phone system, public safety bicycle and tasers, gutter plan replacement, a stage cover, updating the town hall entrance and then town wall. The Capital Reserve Fund will hold the majority of the funding needed for future projects the Town will need to face for improvements.

Conservation Trust Fund – Receipts - $ 10,000 and expenditures - $6,000
The Conservation Trust Fund receives annual proceeds from the state lottery profits. Columbine Valley is one of more than 400 cities, towns, counties and special recreation districts to receive a portion of these funds. Distribution is based upon population. The use of these funds is restricted to park and recreation spending and is currently dedicated to maintenance of the park surrounding the Town Hall. In 2027 we will continue to maintain the park area in front of the Town Hall.

Arapahoe County Open Space Shareback Fund – Receipts - $60,000
This fund was established in 2005 to receive a portion of the .25% sales tax enacted in Arapahoe County in 2005 to provide funding for local open space projects. These funds are generally available for the purchase and maintenance of new open space lands within our municipality. As these funds have become significant, the Town Trustees are actively identifying and pursue projects which will be appropriate for these funds.

Impact fees WPF – Receipts - $0 and expenditures - $0
This fund was established in 2019 to collect and hold impact fees assessed on all lots in the Wild Plum development at the rate of $12,700 per lot. These funds are held for future expenditures relating to items resulting from the ‘impact’ of this new development. In 2027 we do not anticipate any expenditures.

Transportation Fee – Receipts - $130,000 and expenditures - $-0-
This fund was established in 2021 to collect and hold fees charged to residents completing projects at their home. The fee will be a 1% fee imposed on projects that cost more than $25,000 to complete. Homeowners obtaining building permits will be charged this fee as a way to fund future work needed on roads. These funds will be held for future expenditures relating to major road replacement work.

TOWN OF COLUMBINE VALLEY
SUMMARY
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES PER CATEGORY					
General	$ 3,060,066	$ 2,949,872	$ 2,901,749	$ 3,138,016	$ 3,043,806
Capital	-	600,000	-	-	-
Conservation trust fund	11,831	10,000	8,239	11,258	11,300
Arapahoe county open space	97,027	91,400	86,690	92,031	90,000
Wild Plum Impact fees	58,227	70,000	43,631	52,357	60,000
Transportation fees	130,773	110,000	154,165	160,000	130,000
Total revenues	3,357,924	3,831,272	3,194,474	3,453,662	3,335,106
EXPENDITURES PER CATEGORY					
General	2,430,948	2,756,228	1,948,723	2,635,260	3,040,379
Capital	217,134	955,000	169,807	182,644	333,000
Conservation trust fund	8,313	6,000	4,621	6,000	6,000
Arapahoe county open space	4,004	-	-	-	180,000
Impact fees	-	250,000	192,455	200,000	-
Total expenditures	2,660,399	3,967,228	2,315,606	3,023,904	3,559,379
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	697,525	(135,956)	878,868	429,758	(224,273)
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	14,600	9,000	9,000	9,000	-
Total other financing sources (uses)	14,600	9,000	9,000	9,000	-
NET CHANGE IN FUND BALANCE	712,125	$ (126,956)	887,868	438,758	(224,273)
BEGINNING FUND BALANCE	8,749,052		9,461,177	9,461,177	9,899,935
ENDING FUND BALANCE	$ 9,461,177		$ 10,349,045	$ 9,899,935	$ 9,675,661
ENDING FUND BALANCE BY CATEGORY					
General	$ 779,817		$ 1,132,843	$ 832,573	835,999
Capital	5,934,427		6,373,620	6,210,783	5,877,783
Conservation trust fund	42,140		45,758	47,398	52,698
Arapahoe county open space	804,167		890,857	896,198	806,198
Impact fees	1,390,546		1,241,722	1,242,903	1,302,903
Transportation fees	510,080		664,245	670,080	800,080
ENDING FUND BALANCE BY CATEGORY	$ 9,461,177		$ 10,349,045	$ 9,899,935	$ 9,675,661

TOWN OF COLUMBINE VALLEY
OPERATIONS - DETAILS
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES					
Taxes					
Cable television	$ 40,476	$ 42,400	$ 34,523	$ 41,428	$ 41,400
Property taxes	613,362	613,496	612,439	613,496	640,086
Sales and use taxes	1,182,963	1,149,600	1,148,485	1,228,784	1,190,700
Specific ownership taxes	33,371	36,800	25,111	30,133	32,000
Utility franchise fees	81,995	84,000	71,653	85,984	86,000
Total taxes	1,952,167	1,926,296	1,892,211	1,999,825	1,990,186
Permits and fines					
Fines	64,305	80,000	57,895	69,474	75,000
Permits, fees and services	240,547	250,400	251,569	293,198	239,500
Total permits and fines	304,852	330,400	309,464	362,672	314,500
Intergovernmental					
Bow Mar IGA police	372,797	382,676	382,117	382,117	395,682
Bow Mar IGA admin	20,000	20,000	20,000	20,000	20,000
County highway tax revenue	15,635	18,900	15,750	18,900	18,900
Motor vehicle registration fees	5,657	5,800	5,220	6,264	6,300
State cigarette tax apportionment	1,342	1,400	1,216	1,459	1,500
State highway user's tax	53,726	53,400	45,034	54,041	54,000
Total intergovernmental	469,157	482,176	469,337	482,781	496,382
Interest	275,875	175,000	227,476	250,000	200,000
Other	19,277	4,000	3,261	4,000	4,000
Dispatch and grant income	38,738	32,000	-	38,738	38,738
TOTAL REVENUES	3,060,066	2,949,872	2,901,749	3,138,016	3,043,806
EXPENDITURES					
Administration					
Accounting and audit	111,829	136,500	116,191	136,500	140,500
Advertising/notices	4,050	500	1,156	1,156	500
Bad debt	82,391	-	(14,091)	(14,091)	-
Bank/credit card fees	6,099	6,500	5,323	6,500	6,500
Building inspection and plan review	88,493	80,000	78,538	80,000	188,142
Building maintenance and utilities	29,832	32,000	22,947	32,000	32,000
Community functions	52,910	60,000	31,309	60,000	60,000
Computer expense	6,437	10,000	4,922	10,000	10,000
County treasurer's collection fees	6,146	6,135	6,138	6,135	6,401
Dues and publications	15,563	21,647	16,766	25,035	24,889
Education and training	13,865	19,000	6,984	19,000	19,000
Election	-	12,000	1,415	1,415	-
Health insurance	30,663	33,287	28,029	33,335	35,900
Human resources	18,325	18,000	21,987	23,000	18,000
Insurance workers comp/liability/bonds	19,182	20,097	15,227	18,272	21,700
Legal	43,807	52,900	40,494	52,900	52,900
Meals	513	1,000	1,141	1,200	1,000
Miscellaneous	3,702	1,500	2,738	2,800	1,500
Payroll taxes	11,069	13,500	11,026	13,231	14,500
Pension	10,328	13,500	8,887	10,664	14,500
Salaries	217,884	269,016	206,284	269,016	290,537
Special projects	-	10,000	1,750	10,000	10,000
Supplies, printing, postage	21,948	13,000	15,598	15,200	13,000
Telephone/communications	12,388	13,419	10,518	14,024	12,928
Emergency reserve	-	88,500	-	-	91,400

TOWN OF COLUMBINE VALLEY
OPERATIONS - DETAILS
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
Total administration	807,424	932,001	641,277	827,292	1,065,797
Planning and engineering					
Town planning	8,958	20,000	19,977	20,000	20,000
Town engineer	6,870	18,400	11,751	18,400	18,400
Total planning and engineering	15,828	38,400	31,728	38,400	38,400
Public safety					
Operations					
Cruiser gas	15,688	20,992	15,814	20,992	21,737
Cruiser oil/maintenance	10,774	13,645	10,371	13,645	14,129
Cruiser insurance	6,389	5,725	4,832	5,798	6,298
Education/training	5,851	12,620	3,540	12,620	12,620
Equipment - cameras body and dash	-	13,800	14,954	14,954	-
Equipment repair	3,445	4,198	2,803	4,198	4,347
Health insurance	81,622	89,300	61,783	73,469	86,000
Insurance workers comp/liability	45,663	44,428	36,694	44,033	47,395
Payroll taxes	23,733	34,200	21,292	25,550	28,800
Pension	70,259	68,300	60,056	72,067	97,800
Salaries	665,135	682,071	575,575	690,690	718,698
Supplies/dues/miscellaneous	11,347	15,000	2,145	15,000	15,000
Telephones/air cards	4,280	4,449	3,566	4,279	5,078
Uniforms	5,650	10,000	2,283	10,000	10,000
Total operations	949,836	1,018,728	815,708	1,007,295	1,067,902
Municipal court					
Judge	12,500	12,600	10,500	12,600	13,230
Interpreter	2,400	3,000	2,000	3,000	3,000
Legal	29,835	30,000	23,391	30,000	30,000
Health insurance	4,632	10,105	10,515	12,548	14,000
Payroll taxes	2,883	4,368	3,758	4,510	4,717
Pension	2,755	4,368	3,557	4,268	4,717
Salaries	65,071	87,360	71,017	85,220	94,349
Administration	277	1,000	225	1,000	1,000
Supplies	1,721	2,500	-	2,500	2,500
Total municipal court	122,074	155,301	124,963	155,646	167,513
Contracts					
Arapahoe county dispatch fee	39,388	44,417	33,313	44,417	46,638
Mobile Cad	1,338	1,380	1,380	1,600	1,400
Human society	-	500	-	-	-
Juvenile assessment	632	650	695	695	700
Netmotion	-	500	-	-	-
CACP	980	1,000	975	975	1,000
CISC	-	1,000	-	1,000	1,000
WhenIWork	598	800	930	930	950
Total contracts	42,936	50,247	37,293	49,617	51,688
Computer/IT					
Flock safety	19,305	20,500	17,500	20,500	20,500
Offsite server backup and protection	11,012	12,000	9,886	12,000	13,000
Office 365 accounts	6,270	6,527	4,069	6,104	6,527
Scheduled computer replacement	598	14,000	13,019	14,000	4,000
Govpilot	14,000	14,000	11,667	14,000	14,000
Total computer/IT	51,185	67,027	56,141	66,604	58,027
Total public safety	1,166,031	1,291,303	1,034,105	1,279,162	1,345,130
Public works					
Ground maintenance	32,723	6,000	7,220	7,500	8,000

TOWN OF COLUMBINE VALLEY
OPERATIONS - DETAILS
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
Health insurance	9,210	9,742	8,379	9,773	10,500
Insurance vehicle	3,194	2,863	2,416	2,899	3,149
Insurance workers comp/liability	7,287	7,335	5,998	7,198	7,880
Other drainage/water	-	5,000	-	5,000	5,000
Payroll taxes	6,043	6,221	4,872	5,846	6,719
Pension	4,613	6,221	3,882	4,658	6,719
Professional fees-mosquito control	8,266	8,679	8,596	8,596	9,026
Road safety study	-	-	-	-	32,000
Salaries	114,985	124,425	86,715	124,425	134,379
Sanitation/trash/recycle service	108,204	110,838	89,426	107,311	144,480
Signs maintenance	3,340	5,000	660	5,000	5,000
Snow removal	4,377	5,000	4,218	5,000	5,000
Storm water permit process/NPDES	883	1,200	906	1,200	1,200
Street lighting	12,710	15,000	11,468	15,000	15,000
Street sweeping program	-	-	-	-	16,000
Streets and gutters maintenance	118,739	125,000	4,673	125,000	125,000
Streets and gutters contingency	4,288	50,000	-	50,000	50,000
Striping	69	1,000	-	1,000	1,000
Tools	-	2,000	987	2,000	2,000
Uniforms	-	1,000	67	1,000	1,000
Vehicle maintenance	2,734	2,000	1,130	2,000	2,000
Total public works	441,665	494,524	241,613	490,406	591,052
TOTAL EXPENDITURES	2,430,948	2,756,228	1,948,723	2,635,260	3,040,379
EXCESS OF REVENUES OVER EXPENDITURES	629,118	193,644	953,026	502,756	3,427
OTHER FINANCING USES					
Transfer to capital	(650,000)	(270,000)	(600,000)	(450,000)	-
Total other financing uses	(650,000)	(270,000)	(600,000)	(450,000)	-
NET CHANGE IN FUND BALANCE	(20,882)	$ (76,356)	353,026	52,756	3,427
BEGINNING FUND BALANCE	800,699		779,817	779,817	832,573
ENDING FUND BALANCE	$ 779,817		$ 1,132,843	$ 832,573	$ 835,999

TOWN OF COLUMBINE VALLEY
CAPITAL
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES					
CDOT grant	-	600,000	-	-	-
Total revenues	-	600,000	-	-	-
EXPENDITURES					
Administration					
Phone System	-	-	-	-	35,000
Public safety					
Bicycle	-	-	-	-	6,000
Tasers	-	-	-	-	32,000
Vehicle	73,368	75,000	75,879	69,000	-
Public works					
Gutter pan replacement	-	-	-	-	100,000
Lightpole replacement	24,406	-	10,104	12,000	-
Platte Canyon Sidewalk - Village to Fairway	108,225	500,000	82,180	100,000	-
Platte Canyon/Coal Mine right turn lane	-	280,000	-	-	-
Stage cover	-	-	-	-	24,000
Town hall entrance	-	-	-	-	36,000
Town wall	-	100,000	-	-	100,000
Trails	11,135	-	1,644	1,644	-
Total expenditures	217,134	955,000	169,807	182,644	333,000
EXCESS OF EXPENDITURES OVER REVENUES	(217,134)	(355,000)	(169,807)	(182,644)	(333,000)
OTHER FINANCING SOURCES					
Sale of assets	14,600	9,000	9,000	9,000	-
Transfer from general	650,000	270,000	600,000	450,000	-
Total other financing sources	664,600	279,000	609,000	459,000	-
NET CHANGE IN FUND BALANCE	447,466	$ (76,000)	$ 439,193	276,356	(333,000)
BEGINNING FUND BALANCE	5,486,961		5,934,427	5,934,427	6,210,783
ENDING FUND BALANCE	$ 5,934,427		$ 6,373,620	$ 6,210,783	$ 5,877,783

TOWN OF COLUMBINE VALLEY
CONSERVATION TRUST FUND
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES					
Conservation trust fund entitlement	$ 9,953	$ 8,700	$ 6,774	$ 9,500	$ 10,000
CTF interest	1,878	1,300	1,465	1,758	1,300
Total revenues	11,831	10,000	8,239	11,258	11,300
EXPENDITURES					
Conservation trust fund expenditures	8,313	6,000	4,621	6,000	6,000
Total expenditures	8,313	6,000	4,621	6,000	6,000
NET CHANGE IN FUND BALANCE	3,518	$ 4,000	$ 3,618	5,258	5,300
BEGINNING FUND BALANCE	38,622		42,140	42,140	47,398
ENDING FUND BALANCE	$ 42,140		$ 45,758	$ 47,398	$ 52,698

TOWN OF COLUMBINE VALLEY
ARAPAHOE COUNTY OPEN SPACE
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES					
Arapahoe county open space revenues	$ 64,405	$ 64,400	$ 59,985	$ 59,985	$ 60,000
ACOP interest	32,622	27,000	26,705	32,046	30,000
Total revenues	97,027	91,400	86,690	92,031	90,000
EXPENDITURES					
Benches	4,004	-	-	-	-
Trails master plan design	-	-	-	-	180,000
Total expenditures	4,004	-	-	-	180,000
NET CHANGE IN FUND BALANCE	93,023	$ 91,400	$ 86,690	92,031	(90,000)
BEGINNING FUND BALANCE	711,144		804,167	804,167	896,198
ENDING FUND BALANCE	$ 804,167		$ 890,857	$ 896,198	$ 806,198

TOWN OF COLUMBINE VALLEY
WILD PLUM IMPACT FEES
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES					
Wild Plum Impact fees interest	58,227	70,000	43,631	52,357	60,000
Total revenues	58,227	70,000	43,631	52,357	60,000
EXPENDITURES					
Hunter run	-	250,000	192,455	200,000	-
Total expenditures	-	250,000	192,455	200,000	-
NET CHANGE IN FUND BALANCE	58,227	$ (180,000)	(148,824)	(147,643)	60,000
BEGINNING FUND BALANCE	1,332,319		1,390,546	1,390,546	1,242,903
ENDING FUND BALANCE	$ 1,390,546		$ 1,241,722	$ 1,242,903	$ 1,302,903

TOWN OF COLUMBINE VALLEY
TRANSPORTATION FEES
2027 PROPOSED BUDGET
WITH 2025 ACTUAL, 2026 BUDGET, 2026 YTD AND 2026 ESTIMATED AMOUNTS

	2025 Actual	2026 Adopted	YTD Actual 10/31/2026	2026 Estimated	2027 Proposed
REVENUES					
Transportation fees	$ 130,773	$ 110,000	$ 154,165	$ 160,000	$ 130,000
Total revenues	130,773	110,000	154,165	160,000	130,000
EXPENDITURES					
Total expenditures	-	-	-	-	-
NET CHANGE IN FUND BALANCE	130,773	$ 110,000	154,165	160,000	130,000
BEGINNING FUND BALANCE	379,307		510,080	510,080	670,080
ENDING FUND BALANCE	$ 510,080		$ 664,245	$ 670,080	$ 800,080

Town of Columbine Valley
Property taxes

	2022	2023	2024	2025	2026	Preliminary 2027
Assessed Value	65,358,880	62,737,997	81,774,145	83,387,222	84,063,594	87,972,228
Mill Levy						
General Fund	9.339	9.339	9.339	9.339	9.339	9.339
Temp Rate Reduction	-	-	(2.195)	(2.195)	(2.068)	(2.068)
Abatement	0.077	0.015	-	0.219	0.027	0.005
Total Mill Levy	**9.416**	**9.354**	**7.144**	**7.363**	**7.298**	**7.276**
Property taxes						
General Fund	610,387	585,910	763,689	778,753	785,070	821,572.64
Temp Rate Reduction	-	-	(179,494)	(183,035)	(173,844)	(181,926.57)
Abatement	5,033	941	-	18,262	2,270	439.86
Total Property Taxes	**615,419**	**586,851**	**584,194**	**613,980**	**613,496**	**640,085.93**

Request for Board of Trustee Action

Date:	November 17, 2026
Title:	Trustee Bill #12, Series 2026 – Concerning a Moratorium
Presented By:	Lee Schiller, Town Attorney
Prepared By:	Lee Schiller, Town Attorney
Background:	At its October 20, 2026 meeting, the Board of Trustees considered proposed amendments to the Town's Zoning Code concerning recreational and tennis court lighting. Following that meeting, the Board held a special study session on November 9 to further discuss recreational lighting and the possibility of a temporary moratorium. Trustee Bill No. 12 proposes a moratorium on the submission, acceptance, processing, or approval of applications for outdoor recreational and tennis court lighting in non-residential areas of Town through July 1, 2027. The moratorium would provide the Town additional time to evaluate potential impacts and develop appropriate regulations before new lighting installations are considered.
Recommendation	Staff recommends approval of Trustee Bill No. 9, Series of 2026, on first reading. The proposed amendment provides a reasonable means of recovering extraordinary permit-related expenses while ensuring that costs associated with individual projects are borne by the responsible applicants rather than the Town's taxpayers.
Emergency Adoption:	Trustee Bill No. 12 includes an emergency provision allowing the Board of Trustees to adopt the ordinance for the immediate preservation of public health or safety. Should the Board determine that delaying implementation could result in adverse impacts to the community, it may elect to adopt the ordinance on an emergency basis. As drafted, the ordinance would become effective immediately upon publication in the Town's designated newspaper, rather than following the customary effective-date timeline. This would allow the Town to establish the temporary moratorium without unnecessary delay, pending the development of permanent regulations.
Attachments:	Trustee Bill #12, Series 2026
Recommended Motion(s):	"I move to approve as presented Trustee Bill #12, Series 2026 on an emergency basis."

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 12
SERIES OF 2026

INTRODUCED BY
TRUSTEE JEFF SAHR

A BILL
FOR AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, OR APPROVAL OF ANY OUTDOOR RECREATIONAL AND TENNIS COURT LIGHTING IN NON-RESIDENTIAL AREAS WITHIN THE TOWN

WHEREAS, the Town has the ability to regulate land use within the Town in order to best protect and promote the health, safety and welfare of current and future residents of the Town; and

WHEREAS, Article II of the Zoning Code & Land Use Regulations provides for the regulation of zoning and the uses within the various zoning districts within the Town; and

WHEREAS, there are no current laws, ordinances, rules or regulations governing outdoor recreational and tennis court lighting in non-residential areas of the Town; and

WHERAS, the Town has been advised of plans to install recreational and tennis court lighting in non-residential areas within the Town; and

WHEREAS, the placement of any such lighting without any ability by the Town to regulate such installations presents a risk to public health, safety, and welfare of Town residents; and

WHEREAS, the Board of Trustees finds that the imposition of a moratorium up to July 1, 2027, on the submission, acceptance, processing, or other approval of any new application related to the installation of outdoor recreational and/or tennis court lighting in non-residential areas within the Town, will enable the Town the time needed to investigate, evaluate and enact regulations for the protection of the public health, safety and welfare as it relates to such lighting within the Town.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Columbine Valley, Colorado:

Section 1. The foregoing recitals are hereby adopted by the Board of Trustees as findings in support of this Ordinance.

Section 2, The Board of Trustees further finds and declares that:

a. The Town may suffer irreparable harm if a short temporary moratorium, as herein described, is not imposed to prevent such lighting installation; and.

b. The duration of this moratorium imposed by this Ordinance is reasonable in length and is no longer than is required for the Town to properly investigate, evaluate, adopt and implement any regulations deemed necessary with respect to the subject matter here addressed; and

c. Property owners within the Town will not be unfairly prejudiced by the imposition of the short, temporary moratorium imposed by this Ordinance.

Section 3. Upon the effective date of passage of this Ordinance, a moratorium is imposed on the submission, acceptance, processing or approval of any new application related to recreational and/or tennis lighting in non-residential areas within the Town of Columbine Valley. Town staff are directed to refuse to accept for filing, and not process or review any such new application during the moratorium period.

Section 4. The moratorium imposed by this Ordinance shall commence as of the effective date of this Ordinance and shall expire on July 1, 2027, unless extended or sooner repealed.

Section 5. Before the expiration of the moratorium imposed by this Ordinance, Town staff shall continue to investigate the matters addressed herein and all reasonable options including but not limited to amending the Zoning Code, or as may be directed by the Town Board of Trustees.

Section 6. The Board of Trustees hereby finds and determines and declares that it has the power to adopt this Ordinance pursuant to Part 3 of Article 23, Title 31, C.R.S. (concerning municipal zoning powers) and the Columbine Valley Zoning Code & Land Use Regulations.

Section 7. That should any section, clause, sentence, part of 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 as such by the Court to be unconstitutional or invalid.

Section 8. In the opinion of the Board of Trustees, this Ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley, Colorado, and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 12, Series of 2026, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, held at the Columbine Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 17th day of November, 2026, passed by a vote of __ for and __ against; and ordered published in the Littleton Independent Newspaper.

_____
Dave Huelskamp, Mayor

Attest: _____
JD McCrumb, Town Clerk

Request for Board of Trustee Action

Date: November 17, 2026

Title: Building Inspection Services Agreement with Charles Abbott Associates

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator; Bonnie Zapata-Diaz, Building Department Coordinator

Background:

The Town of Columbine Valley contracts for professional building inspection services to ensure that construction activities comply with adopted building codes and applicable regulations. As the Town evaluates its current service delivery model, staff has sought opportunities to improve inspection responsiveness, maintain consistency, and provide reliable service to residents and contractors.

Town staff evaluated several service providers before selecting Charles Abbott Associates, Inc. (CAA), a professional municipal services firm with more than 40 years of experience providing building department services to local governments. CAA was selected based on its reputation, experience serving Colorado municipalities, and ability to tailor its proposal to align with the high level of customer service, responsiveness, and operational flexibility the Town strives to provide.

CAA has proposed a phased approach to providing building department services for the Town. **At this time, the Town intends to proceed only with Phase One, consisting of building inspection services**, including building, electrical, mechanical, plumbing, and energy code inspections. The Town's current Building Official will continue to provide plan review and Building Official functions. CAA will provide dedicated inspection personnel, backup coverage, and coordination with the Town's existing permitting system.

As the relationship develops, the Town anticipates transitioning additional building department responsibilities to CAA, including plan review, Building Official services, and related technical support, as outlined in the firm's proposal. Any expansion of services would be undertaken at a future date, based on the Town's operational needs and authorization.

	Compensation for Phase One would be based on a percentage of applicable building permit fees rather than a fixed annual contract amount. CAA would receive 50% of building permit fees collected for inspection services, with the Town retaining the remaining 50% and all applicable use tax revenues. The agreement would renew annually and may be terminated by either party with 30 days' written notice.
Attachments:	Building Services Agreement and CAA Proposal
Staff Recommendations:	Approve the Building Inspection Services Agreement with Charles Abbott Associates as presented.
Recommended Motion:	"I move to approve the Building Inspection Services Agreement with Charles Abbott Associates, Inc., as presented, and authorize the Town Administrator to execute the agreement."

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the Town of Columbine Valley, hereinafter referred to as "Town", with principal offices at 2 Middlefield, Columbine Valley, CO 80123, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan St, Suite 684, Lakeside, CO 80212.

WHEREAS, The Town proposes to utilize the services of Consultant for Building Department Services.

WHEREAS, the Consultant has represented to the Town that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

A. Consultant will perform services and the related work described above, attached as Exhibit A.

B. Consultant will perform services based on directives issued by the Town. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the Town. Consultant will not further subcontract or assign said work to any other individual or company without consent of the Town.

C. The Town may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the Town and Consultant. If approved by the Town a written work order will be provided.

COMPENSATION

A. The Town will compensate Consultant according to the fee schedule outlined in Exhibit A.

B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The Town will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the Town. The Town will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

TERM

A. This Agreement will take effect immediately upon signing by both parties and will renew annually unless terminated by either party.

B. This Agreement may be terminated by the Town without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the Town, Consultant will be compensated for such services up to the point of termination based on the work completed

to such date. Consultant may terminate this agreement by providing the Town with written notice, at least 30 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.

C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.

B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the Town and Consultant the following insurance policies:

- General Liability Insurance – Providing protection of $1,000,000 per occurrence / $2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
- Professional Liability Insurance – Providing protection for at least $2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
- Automobile Liability Insurance – Providing protection for at least $1,000,000 combined single limit.
- Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the Town, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the Town, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's negligence or misconduct in the performance of its obligations under this Agreement. The Town shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the Town's negligence or misconduct under this agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment

advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the Town and will be provided by the Consultant to the Town upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the Town during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

A. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

B. Arapahoe County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Town will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the Town to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, the Town shall not directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Town of Columbine Valley 2 Middlefield Columbine Valley, CO 80123	Charles Abbott Associates, Inc. 27201 Puerta Real, Suite 200 Mission Viejo, CA 92691
_____ Print Name	Rusty R. Reed Print Name
_____ Signature	_____ Signature
_____ Title	CEO/President Title



Charles Abbott Associates, Inc.

Proposal for

Building Department Services

Town of Columbine Valley

Attn: JD McCrumb, Town Administrator
2 Middlefield
Columbine Valley, CO 80123

Date: November 12, 2026

Charles Abbott Associates, Inc.
4704 Harlan St, Suite 684
Lakeside, CO 80212
Toll Free: (866) 530-4980
www.caa.inc

Charles Abbott Associates, Inc.

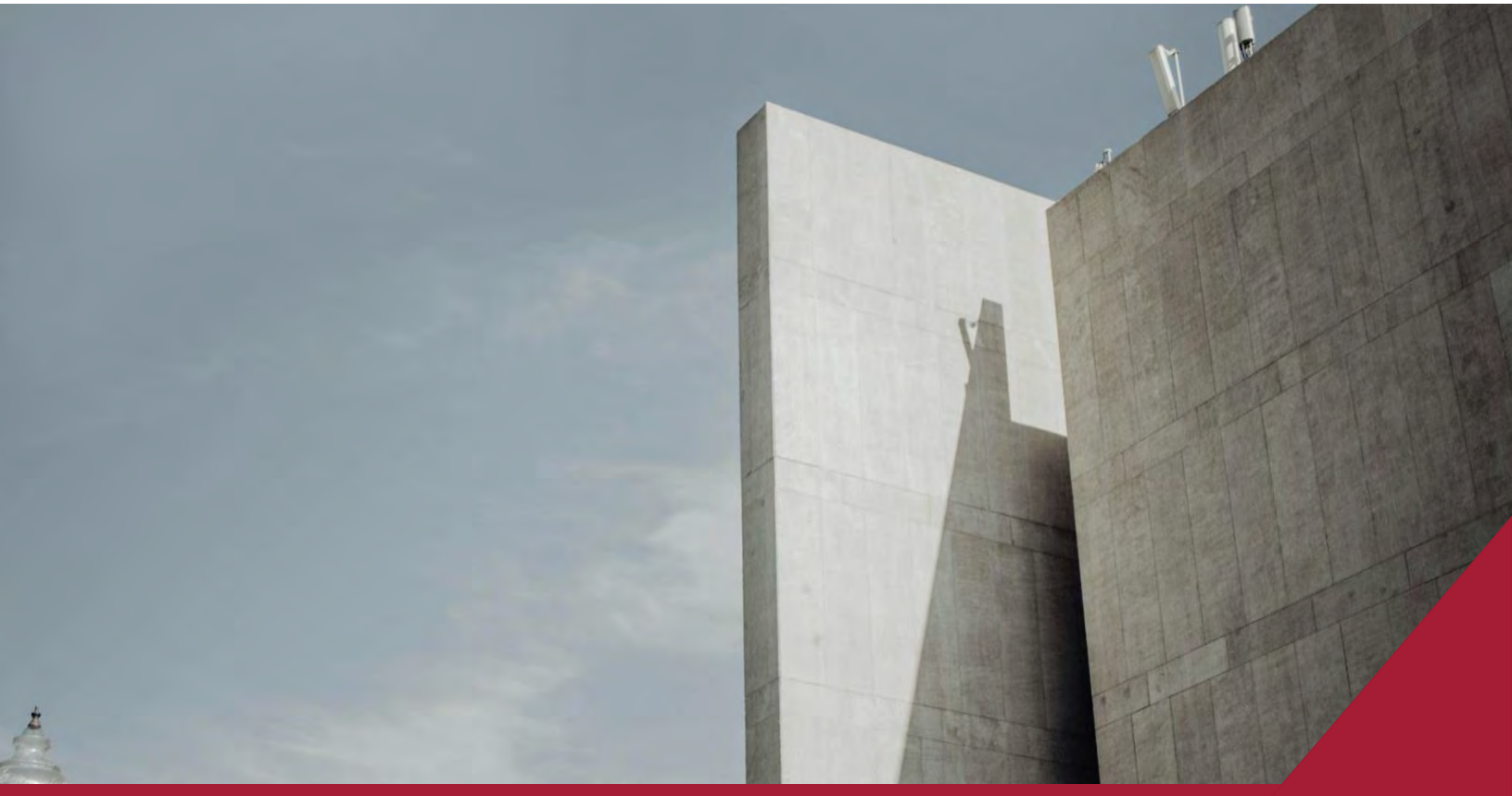
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Charles Abbott Associates, Inc.

June 22, 2026

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

Dear Mr. McCrumb:

Charles Abbott Associates, Inc. (CAA) appreciates the opportunity to partner with the Town of Columbine Valley in providing responsive, professional, and community-focused building department services.

Based on discussions with Town representatives, CAA understands that Columbine Valley desires a highly responsive inspection program while maintaining continuity with its current Building Official and preserving the strong customer-service culture valued by Town staff, residents, contractors, and design professionals. CAA aims to be a reliable partner who is accessible to staff, applicants, and residents, and who can provide consistent support while reducing the volume of questions and concerns directed to Town Hall. CAA's service model is specifically designed to address these priorities by providing a stable team that is present, reachable, and committed to timely communication with applicants and contractors throughout the permitting and inspection process.

With more than 40 years of experience providing municipal building and safety services, CAA understands the importance of delivering responsive, relationship-driven service in communities that value quality development, exceptional customer service, and preservation of neighborhood character. Our team includes ICC-certified inspectors, plans examiners, Building Officials, and licensed professional engineers with expertise in residential construction, remodels, additions, reroofs, and code compliance services.

We are proud to serve Colorado communities including Centennial, Wheat Ridge, Louisville, and Gilpin County, where, like Columbine Valley, professionalism, consistency, and strong relationships with residents, contractors, and Town staff are essential to successful service delivery. With experienced personnel already serving the Denver metropolitan area, CAA can provide a dedicated primary inspector and designated backup inspector, ensuring the Town works with familiar faces who become an extension of the community rather than a rotating roster of personnel.

Proposed Approach

CAA recognizes the Town's desire to maintain continuity with its current Building Official while enhancing inspection services and planning for future operational needs. To provide that flexibility, CAA proposes a phased approach to providing Building Department services for the Town of Columbine Valley. **Phase 1** will establish inspection services while the Town maintains its existing plan review and Building Official arrangements. This approach allows the Town to immediately improve inspection responsiveness while maintaining its existing administrative and plan review structure.

Charles Abbott Associates, Inc.

Phase 2 will expand CAA's responsibilities to include plan review and Building Official services, with inspection services continuing throughout the transition. The timing and implementation of Phase 2 will be coordinated with the Town. This provides the Town with a turnkey solution supported by CAA's experienced team of Building Officials, plans examiners, and inspectors.

CAA will assign a dedicated primary inspector and designated backup inspector to ensure continuity of service and build strong working relationships with Town staff, residents, contractors, and design professionals. CAA will continue to use the Town's existing processes, forms, and software, provide monthly activity reports, and adhere to mutually agreed-upon inspection windows to ensure consistent, predictable service. As services expand, CAA can also assist the Town in enhancing its use of GovPilot for electronic inspection reporting, digital plan review workflows, and other process improvements that increase efficiency and improve customer service.

Understanding of the Community

CAA understands that Columbine Valley is a unique residential community consisting primarily of established neighborhoods and multiple homeowners associations. Permit activity is predominantly residential in nature and generally includes residential remodels, additions, re-roof projects, interior improvements, and miscellaneous residential construction.

The Town values consistency, professionalism, and relationship-building. CAA shares these priorities and proposes assigning a dedicated primary inspector supported by a designated backup inspector to ensure continuity of service. Our goal is for assigned personnel to become familiar, trusted representatives of the Town and an extension of the community.

CAA understands that the Town's immediate priority is inspection services while maintaining continuity with its current Building Official. Our phased approach addresses the Town's immediate inspection needs and establishes a coordinated path to expanded services as its operational needs evolve.

Our goal is to serve as a dependable extension of Town staff, providing responsive inspections, technical support, and long-term partnership that supports safe residential development, minimizes administrative burden, and delivers a positive experience for residents, contractors, and design professionals alike. We look forward to the opportunity to support the Town of Columbine Valley and help advance its vision for exceptional community service.

Sincerely,



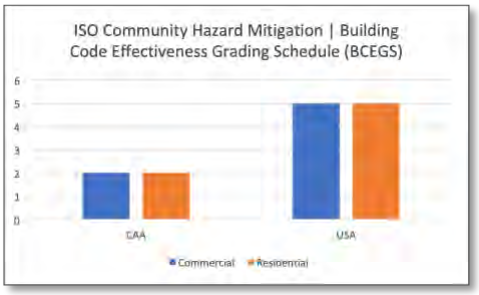
Tim Inglis, CBO
Vice President
timinglis@caa.inc

Company Qualifications

Company Name:	Charles Abbott Associates, Inc. (CAA)
Mailing Address:	27201 Puerta Real, #200 Mission Viejo, CA 92691 (866) 530-4980
Local Office:	4704 Harlan St, Suite 684 Lakeside, CO 80212
Contact Person:	Tim Inglis, CBO Vice President (470) 421-0046 timinglis@caa.inc
Entity Type:	Corporation
Date of Incorporation:	1984
Principal Officers:	Sue Abbott, Rusty Reed
Federal Tax ID:	33-00753899
Number of Employees:	221

Since 1984, CAA has been providing a growing number of towns, cities, and counties with outstanding Building and Safety Services, and our vast knowledge, experience, and proven ability to satisfy the needs of communities large and small has earned us the reputation of being one of the most qualified firms in the industry. This success is driven by our dedication to building a team of professionals who possess a unique combination of exceptional work ethic, mindset, experience, and skills - qualities that distinguish CAA and enable us to consistently achieve the highest standards of service. Our project team possesses many years of related project experience, making CAA exceptionally well qualified to provide the requested services to the Town.

CAA's Certified Building Officials have assisted jurisdictions in achieving high Insurance Services Office (ISO) ratings. The ISO assesses each community on a scale of 1 to 10 with regards to the administration and enforcement of the building codes and mitigation of losses from natural hazards. CAA's consistently high ISO rating illustrates our commitment to mitigating losses and enforcing codes to improve safety in our communities.



CAA is an industry leader in cross-training employees in order to streamline the inspection process. Each inspector is able to perform multiple discipline inspections, which is both cost effective for the Town and simplifies the process for contractors, causing less wait times for inspections to be approved. Our approach to training is ongoing and not just occasional, assuring clients of work that is in full compliance to current standards. Our professionals regularly attend, teach, or sponsor training seminars to ensure we are proficient in the most relevant issues in our industry. And because of that dedication to training and our commitment to complying with State Law, we sought out the International Code Council's (ICC) Preferred Provider Program to establish ourselves as a leader in building code training. Consequently, CAA was recognized as an ICC Preferred Provider, only the 14th in the Country to receive such recognition.

We are highly skilled and experienced at providing the right services at the right time to ensure the Town's services are operating smoothly and efficiently. CAA inspectors are ICC certified and have extensive experience with the enforcement of the State adopted Codes and Standards. Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your needs, including project plan review, structural plan review, building code compliance review, building inspections, and related services. All work in Phase 2 will be performed under the direction of a qualified Building Official who will conduct inspections and review plans for compliance with all applicable codes, regulations, guidelines, and permits as required. In addition, our in-house licensed structural engineers ensure the Town can handle even complex projects without delay.

Large Project Experience Samples



Located in Wheat Ridge, Colorado, the new $650 million SCL Health Lutheran Medical Center "hospital of the future" will employ 2,000 people and generate more than $1.1 billion in annual local economic impact. CAA, as the City's building department, manages all permitting, plan review, and inspection services for this major project.



The Jones District in Centennial, Colorado is a new housing community comprised of a variety of apartment types, with several resident amenities and community gathering spaces including a two-story clubhouse with fitness center, rooftop lounge, business center, outdoor pool, and courtyards. As the building department for the City, CAA is providing all permitting, plan review, and inspection services for this 6-story, 273,000 square feet multifamily housing development.

CAA's approach to providing excellence in customer service sets us apart from other companies by providing locally based staff as dictated by workload. We will provide ICC Certified Plans Examiners and Registered Professional Engineers to handle all residential and commercial plan review, as well as ICC Certified Building Inspectors to meet the Town's needs for inspections. CAA staffing levels will ensure that all inspections and plan reviews are conducted in an efficient and courteous manner that is responsive to the Town and the public's needs. Our local project manager, Renee Meriaux, is based nearby in Evans, ensuring same-day or next-day responsiveness. In addition, our next-day inspection policy and cross-trained inspectors reduce scheduling bottlenecks and ensure responsive support for the Town's residents and builders. And when workload demands increase, CAA has the ability to add certified and qualified staff quickly to meet a change of scope or increase in workload.

CAA currently provides services to multiple local communities, including:

REFERENCES CO	SERVICES	SINCE
City of Wheat Ridge Lauren Mikulak, Community Development Director (303) 235-2844 7500 W. 29th Ave., Wheat Ridge, CO 80033	Building & Safety	**2017**
Town of Bennett Savannah Vickery, Community Development Manager (303) 644-3249 401 S First Street, Bennett, CO 80102	Building Department Electrical Inspection	**2017** **2018**
Town of Keenesburg Christina Fernandez, Town Clerk (303) 732-4281 140 S. Main Street, Keenesburg, CO 80643	Building Department Code Enforcement	**2018**
Town of Breckenridge Mark Truckey, Community Development Director (970) 542-3960 150 Ski Hill Road Breckenridge, CO 80424	Building Department	**2020**
Town of Blue River Michelle Eddy, Town Manager (970) 547-0545 0110 Whispering Pines Circle, Blue River, CO 80424	Building Department	**2021**
Town of Fairplay Janell Sciacca, Town Administrator (719) 836-2622 ext. 102 901 Main Street, Fairplay, CO 80440	Building Department Fire Plan Review Fire Inspections	**2022**
City of Louisville Jeff Durbin, City Manager	Building Department	**2022**

REFERENCES CO	SERVICES	SINCE
(303) 335-4533 749 Main Street, Louisville, CO 80027		
Gilpin County Ray Rears, County Manager (303) 582-5214 203 Eureka Street, Central City, CO 80427	Building Department	**2023**
City of Centennial Joseph Montoya, Chief Building Official (303) 754-3385 13133 E. Arapahoe Rd. Centennial, CO 80112	Building Department	**2023**
Town of Morrison Mallory Nassau, Town Manager (303) 697-8749 21 Highway 8, Morrison, CO 80465	Building Department Code Enforcement	**2026**

CAA also services numerous cities and towns in California, Nevada, Georgia and Florida.

The case study below illustrates our ability to respond quickly to any increase in workload, whether caused by a spike in building activity or a natural disaster.

City of Wheat Ridge, Colorado

In April 2017, CAA began providing as-needed building inspections to help Wheat Ridge manage growing development activity. Shortly thereafter, a devastating hailstorm struck the area, increasing inspection demand from approximately 30 to more than 100 inspections per day.

CAA quickly mobilized up to seven additional staff members, drawing on resources from California, Nevada, and Georgia to maintain service and minimize delays. By year-end, the City had issued permits and completed inspections for more than 7,000 residential roofs—over half of its single-family homes—while maintaining next-day inspections and both mid-roof and final inspections.

Building on this successful partnership, the City expanded CAA's role to full Building Department services in March 2018. The percentage-of-fees arrangement aligned staffing with workload and reduced CAA's percentage as activity increased. Says Ken Johnstone: "We were able to negotiate an attractive pricing strategy whereby CAA retains only a portion of our various building permit and plan review revenues, and that percentage share back goes down as work volume goes up, which was very attractive to the City. We have now officially been using CAA in this full-service model since early March 2018 and couldn't be more pleased with how CAAs commitment to customer service and professionalism is delivering on the needs of the City, its citizens and our contractor community!"

Scope of Services

- Phase 1: Building Inspection Services
- Phase 2: Building Inspection, Plan Review, and Building Official Services

CAA recognizes that Columbine Valley is seeking a responsive, professional partner to provide high-quality inspection services while maintaining continuity with its current Building Official and preserving the exceptional level of customer service expected by residents, contractors, and Town staff. Under Phase 1, CAA will provide building inspection services while the Town retains its current Building Official and existing plan review arrangements. As part of the Town's long-term succession planning, Phase 2 will expand CAA's responsibilities to include plan review and Building Official services, with inspection services continuing seamlessly. The timing and implementation of Phase 2 will be coordinated with the Town based on a mutually agreed-upon transition plan.

Throughout both phases, CAA will continue to use the Town's existing processes, forms, and software and provide monthly activity reports. CAA will coordinate with Town staff to establish and adhere to mutually agreed-upon inspection windows, providing consistent, predictable time frames for residents and contractors. As the Town expands its use of GovPilot, CAA can also assist with electronic inspection reporting, digital plan review workflows, and other process improvements that enhance efficiency, transparency, and customer service.

During Phase 1, CAA will provide inspection-related technical assistance in coordination with the Town's current Building Official. Under Phase 2, this support will expand to include Building Official code interpretations, consultation on unique or complex projects, recommendations regarding code updates and best practices, and guidance on building and development-related matters.

CAA places a strong emphasis on communication, consistency, and partnership. We will assign a dedicated primary inspector and designated backup inspector to provide continuity and build strong working relationships with Town staff, residents, contractors, and design professionals. Through close coordination with Town staff and other agencies as needed, CAA will support an orderly transition to expanded services, reduce administrative burdens, and help maintain the high standards that make Columbine Valley a unique and desirable residential community.

Charles Abbott Associates, Inc.

Phase 1: Building Inspection Services

CAA provides qualified Building Inspectors whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdictional standards.

Building inspections of all structures will ensure compliance with all local ordinances and State and Federal laws that pertain to Building Departments. Our highly qualified and certified inspectors are thoroughly trained on these codes and local amendments, and maintain a close working relationship with planning, code enforcement and public works personnel. The Town retains responsibility for plan review and Building Official services during Phase 1.

Inspectors assigned to the Town will:

- Ensure compliance with adopted building codes, ADA Standards for Accessible Design and the Colorado Accessibility Code, energy codes, zoning conditions, certificate of appropriateness and conditions of approval.
- Perform periodic construction inspections for compliance with adopted building codes, approved plans, and other standards as adopted by the Town.
- Provide complete, clear, concise corrections for the permit holder. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
- Whenever possible, assign reinspections to the inspector who performed the initial inspection to ensure continuity and consistent verification of required corrections.
- Ensure that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective. Perform inspections requested before 4:00 p.m. no later than the end of the following business day and within mutually agreed-upon inspection windows established with the Town to provide consistent, predictable service.
- Promptly report identified violations to the Town's Building Official and coordinate any required stop-work notices in accordance with the Town's established procedures and delegated authority.
- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
- Ensure preparation of detailed monthly reports of inspection activities to the Town on accountability report forms approved by the Town. The reports may include, but are not limited to, fees collected, staffing levels provided, staff hours expended, number of inspections performed, and other statistical information pertinent to the services provided.
- Conduct any necessary or required emergency inspections as directed by the Town. Investigations will include field and office research, follow-ups and preparation of documentation.

Charles Abbott Associates, Inc.

Phase 2: Building Inspection, Plan Review, and Building Official Services

Phase 2 includes all Building Inspection Services described under Phase 1 and expands CAA's responsibilities to include the following Building Official and Plan Review Services.

Building Official Services

CAA's dedicated Building Officials are responsible for the administration and enforcement of codes and ordinances related to building safety, safeguarding public health, and supporting sustainable community development. Our services focus on ensuring compliance, fostering economic protection, and promoting long-term building safety.

CAA is able to assist in protecting the economic interests of the community with the ultimate goal of ensuring the development of safe and sustainable buildings for subsequent generations.

Our Building Official Services include the following responsibilities:

- Ensure compliance with adopted building codes, ADA Standards for Accessible Design and the Colorado Accessibility Code, energy codes, zoning conditions, certificate of appropriateness and conditions of approval.
- Continually review building codes and recommend code updates as needed or required by State law; provide direction in the processing of complex Building Codes issues, including historic structures, and dispute resolution; develop and maintain Building and Safety Procedures Manual.
- Ensure preparation of detailed monthly, quarterly, and annual reports of their activities to the Town on accountability report forms approved by the Town. The reports may include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided.
- Attendance of Planning Commission and Board of Trustees Meetings (as-needed); participate in pre-development review meetings and provide comments; attend meetings of other local building officials to discuss proposed code changes, enforcement issues, new code compliant technology and alternatives.
- Ensure proper staffing levels, supervision and training of all subordinate team members in order to maintain the minimum production standards, and provide quality control review of plan checks, inspections and permit processing in order to achieve customer service expectations.
- Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors and general public, and provide resolution of residents and building community inquiries and complaints.

Charles Abbott Associates, Inc.

Building Plan Review Services

CAA offers to provide the plan review of all structures for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code.

Our CAA tracks each plan or permit from assignment through completion to maintain clear status information and meet established timelines and budgets. Our registered professionals and certified plans examiners thoroughly review plans and calculations for technical accuracy and code compliance. Most are also certified inspectors, improving efficiency and expediting the process for applicants. Our staff coordinates all aspects of the review and completes initial reviews and re-reviews within guaranteed turnaround times.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

- CAA's structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.
- CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.
- CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA requirements.
- CAA, when requested will offer plan review support to local Fire Marshals and their respective communities in compliance enforcement.
- CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards.
- CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders.
- CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the Town's carbon footprint.

Plan Review Timeframes

The following are maximum review times:

Single Family Dwellings	10 business days
Re-Review	5 business days
Minor Alterations of Single-Family Dwellings	5 business days
Tenant Improvements	10 business days
Additions	10 business days
New Commercial/Industrial	10 business days
Revisions to Approved Plans	1-5 business days

Staff Qualifications

We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff. CAA employs full time personnel to staff local government engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that meets the Town's required qualifications and possess all certifications and registrations as required by state agencies. CAA will not utilize any subcontractors to fulfil the anticipated Scope of Work.

Since our incorporation in 1984, CAA has grown to a full-time staff of over 200 employees. CAA has a record of very low staff turnover, which has proven highly beneficial to our clients. We employ a fully credentialed, cross-trained staff that effectively meets our building and safety commitments to our clients. Each one of our team members has worked on similar projects and served the public sector for many years. CAA's proposed staff of highly qualified inspectors is well trained, experienced, and familiar with the adopted codes.

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with Town approval, as well as finding more efficient ways to manage and accomplish existing work. CAA currently provides comprehensive Building Department Services to several nearby communities and will be able to share sufficient available resources to address any increase in workload as it arises.

Management Team

CAA employs full time personnel to staff our work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that meets required qualifications and possess all certifications and registrations as required by state agencies. Our team will work seamlessly as members of the Town staff, thus effectively augmenting their efforts and reach. CAA will not utilize any subcontractors to fulfill the anticipated Scope of Services.

CAA is pleased to assign Ms. Renee Meriaux, CBO, MCP, to serve as the Project Manager for the Town. In addition to her extensive qualifications and over 27 years of municipal code experience, Ms. Meriaux is based locally in Evans, Colorado, about an hour from Columbine Valley. Her proximity allows for exceptional responsiveness, including the ability to provide on-site support when necessary, attend in-person meetings by request, and maintain a deep understanding of the region's regulatory and development landscape. This local presence ensures the Town will receive the benefits of both remote flexibility and regional accessibility, making her an ideal fit for your community.



TIM INGLIS, CBO

VICE PRESIDENT

Years of Experience: **20+**

EDUCATION

- M.P.A. in Public Administration
- B.S. in Construction Management

PROFESSIONAL MEMBERSHIPS

- National Contract Management Association
- International Code Council (ICC)
- Association of Energy Engineers

Mr. Inglis has worked in the community development profession for over 20 years, bringing a depth of experience that spans building safety, code administration, and environmental compliance. Since 2006, he has worked in the private sector, where he has led and supported innovative building inspection and compliance programs tailored to the needs of growing municipalities and diverse communities. His work has positively supported numerous cities and counties across the Rocky Mountain and Western U.S. region, reflecting a strong understanding of the regulatory, geographic, and operational challenges faced by Colorado jurisdictions. His commitment to modernizing inspection practices, strengthening regulatory compliance, and delivering responsive municipal services underscores his dedication to advancing effective community development programs.

CERTIFICATIONS

- Building Official
- Building Code Specialist
- Zoning Inspector
- Building Inspector
- Housing Code Official
- Building Code Official
- ICC/AACE Property Maintenance and Housing Inspector
- Residential Combination Inspector
- Accessibility Inspector/Plans Examiner
- Building Plans Examiner
- NAHB Certified Green Professional
- AEE Building Analyst Professional



RENEE MERIAUX, CBO, MCP

BUILDING OFFICIAL / PROJECT MANAGER

Years of Experience: **27+**

EDUCATION

- B.S. Applied Science and Technology
- A.S., Associates of Science

Ms. Meriaux is a Master Code Professional who will provide Chief Building Official Services, electronic plan review and inspections. She holds CBC, UBC, and IBC certifications and brings over 27 years of municipal and 37 years of construction experience, along with a thorough knowledge of Building Codes, regulations, and industry standards, to this project. With over 48 ICC certifications, she is a highly experienced and certified Building Official, Building Inspector, and Plans Examiner capable of delivering comprehensive administrative support. Having been with CAA for 20 years, Ms. Meriaux deeply understands and upholds CAA's standards of customer service. She currently serves as the Project Manager for multiple Colorado jurisdictions.

CERTIFICATIONS

- Certified Building Official
- Combination Dwelling Inspector
- Residential Electrical Inspector
- Building Inspector
- Residential Building Inspector
- Permit Specialist
- Building Code Specialist
- Plumbing Code Specialist
- Commercial Combination Inspector
- Certified Sustainability Professional

PROFESSIONAL MEMBERSHIPS

- ICC International Code Council (ICC)
- Colorado Chapter of International Code Council (CCICC)

CERTIFICATIONS CONT'D

- Certified Building Code Official
- Accessibility Inspector/Plans Examiner
- Combination Inspector
- Plumbing Plans Examiner
- Combination Inspector - Legacy
- Plumbing Inspector
- Residential Mechanical Inspector
- Master Code Professional
- Building Plans Examiner
- Electrical Inspector
- Commercial Energy Plans Examiner
- Commercial Energy Inspector
- Mechanical Inspector UMC
- Commercial Plumbing Inspector
- Property Maintenance and Housing Inspector
- Plumbing Inspector UPC
- Commercial Mechanical Inspector
- Permit Technician
- Certified Plumbing Code Official
- Residential Plumbing Inspector
- Commercial Building Inspector
- Mechanical Inspector
- Commercial Electrical Inspector
- Residential Combination Inspector
- Residential Energy Inspector/Plans Examiner



STEVE JONES

CERTIFIED BUILDING INSPECTOR / PLANS EXAMINER

Years of Experience: **40+**

EDUCATION

- Building Trades

PROFESSIONAL MEMBERSHIPS

- International Code Council (ICC)

Mr. Jones is a highly experienced Building Inspector and Plans Examiner with over 40 years of hands-on experience in construction, inspection, and building code compliance. Currently serving as Building Official for Bennett and Keenesburg, he performs daily structural, mechanical, and plumbing inspections on residential and commercial projects to ensure compliance with International Codes and Local amendments. He is adept at reviewing plans and specifications, preparing detailed inspection reports, and collaborating with contractors, architects, and engineers to maintain code integrity and facilitate efficient permit processing.

Mr. Jones holds multiple International Code Council (ICC) certifications as well as a General Contractor License and Master Plumber License. His broad trade knowledge, leadership skills, and customer-focused approach make him a highly capable and reliable professional in the field of building inspection.

CERTIFICATIONS

- Residential Building Inspector
- Commercial Plumbing Inspector
- Residential Plumbing Inspector
- Plumbing Inspector
- Residential Mechanical Inspector
- Commercial Mechanical Inspector
- Mechanical Inspector
- Residential Plans Examiner
- Commercial Building Inspector
- Building Inspector
- Residential Energy Inspector



BRAD JONES

BUILDING INSPECTOR

Years of Experience: **25+**

EDUCATION

- B.S. Business Administration
- Urban Community Teacher Education (UCTE), Secondary Mathematics

PROFESSIONAL MEMBERSHIPS

- International Code Council (ICC)

Mr. Jones brings more than 25 years of construction and building inspection experience to CAA's Colorado team. He holds ICC certifications as a Residential Building Inspector, Commercial Building Inspector, Building Plans Examiner, and Building Inspector. Brad previously served as a Building Inspector for both Arapahoe County and the City of Littleton, where he conducted residential and commercial inspections, reviewed plans for code compliance, coordinated with multiple departments, and provided technical guidance to contractors, homeowners, and design professionals.

Prior to his municipal inspection career, Brad owned and operated a successful residential construction company for more than 13 years, managing custom homes, major remodels, additions, basement finishes, and infill redevelopment projects throughout the Denver metropolitan area. He also spent eight years as a Project Manager for Richmond American Homes, overseeing construction activities in several large residential communities. This combination of municipal code enforcement and hands-on construction experience gives Brad a practical, customer-focused approach to inspections and problem solving. Based in the Denver metro area, Brad is well-positioned to provide responsive service and build strong working relationships with Town staff, residents, and contractors.

CERTIFICATIONS

- Residential Building Inspector
- Commercial Building Inspector
- Building Inspector
- Building Plans Examiner
- Residential Plumbing Inspector
- Residential Mechanical Inspector
- Commercial Plumbing Inspector
- Plumbing Inspector
- Plumbing Plans Examiner
- Commercial Mechanical Inspector
- Mechanical Inspector
- Residential Electrical Inspector
- Residential Combination Inspector
- Residential Plans Examiner



DANIEL WILLMAN

ELECTRICAL INSPECTOR

Years of Experience: **25+**

EDUCATION

- Certificate of Applied Science, I.E.C. Denver

LICENSES

- Master's license since 2014
- E.C. license since 2018
- F11- ICC Class A since 2022

PROFESSIONAL MEMBERSHIPS

- International Code Council (ICC)

Mr. Willman brings more than 20 years of electrical construction, inspection, and project management experience to CAA's Colorado team. A licensed Colorado Master Electrician since 2014 and Electrical Contractor since 2018, Daniel has extensive experience in both residential and commercial electrical systems, including new construction, remodels, tenant finishes, service upgrades, lighting systems, fire alarm installations, HVAC controls, and energy code compliance. He also holds ICC F11 Electrical Inspector certification.

Throughout his career, Daniel has managed and supervised a wide range of projects, from custom residential installations and high-end remodels to large-scale commercial developments, warehouses, government facilities, and multi-tenant buildings. His experience includes project management, plan interpretation, troubleshooting complex electrical systems, contractor coordination, and code compliance inspections. Having worked as both a contractor and field supervisor, Daniel brings a practical, solutions-oriented perspective that is highly valued by contractors, homeowners, and municipal clients alike.

Based in the Denver metropolitan area, Daniel provides responsive, professional electrical inspection services and is committed to helping communities maintain safe, code-compliant construction while delivering exceptional customer service.

CERTIFICATIONS

- Residential Electrical Inspector
- Residential Building Inspector
- Commercial Electrical Inspector
- Electrical Inspector



ERIC BOWMAN

MASTER ELECTRICIAN

Years of Experience: **30+**

LICENSES

- Colorado Master Electrician License #ME. 0029537

PROFESSIONAL MEMBERSHIPS

- ICC International Code Council (ICC)

Mr. Bowman is a combination inspector with extensive experience in electrical systems. He conducts residential and commercial inspections and is a primary inspector for all electrical installations. He reviews and signs off on all new project plans to ensure all appropriate zoning and planning steps have been completed. He communicates effectively with Town staff, residents, and contractors and is diplomatic when addressing code compliance issues and resolving concerns.

CERTIFICATIONS

- Residential Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Commercial Building Inspector
- Building Inspector
- Residential Electrical Inspector
- Residential Combination Inspector



DREW HARTLEY

CERTIFIED BUILDING INSPECTOR

Years of Experience: **9+**

EDUCATION

- B.A., Electrical Engineering
- Other College Coursework (AutoCAD, Architectural Drafting, Engineering, and GIS

PROFESSIONAL MEMBERSHIPS

- ICC International Code Council (ICC)

Mr. Hartley has over 9 years of building plan check, inspection, and permit processing experience for multiple jurisdictions. This experience has included residential as well as commercial and industrial projects. His inspection work has included foundation, framing, electrical, mechanical, plumbing, non-structural, and roofing of residential developments, primarily focused on single-family housing. He has inspected residential single-family projects for national developers, such as KB Homes and Lennar. He has also trained both City and embedded consultant staff in the provision of permit processing and over-the-counter plan reviews.

CERTIFICATIONS

- Residential Building Inspector
- Residential Plumbing Inspector
- Residential Energy Inspector/Plans Examiner
- Commercial Plumbing Inspector
- Plumbing Inspector
- Plumbing Plans Examiner
- Commercial Building Inspector
- Building Inspector



RON GRIDER, PE, MCP, CFM, CASP, QSD

SENIOR VICE PRESIDENT

Years of Experience: **41+**

EDUCATION

- B.S. in Civil Engineering

PROFESSIONAL MEMBERSHIPS

- International Code Council (ICC)
- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)
- Structural Engineers Institute (SEI)

Mr. Grider has over 41 years of construction, public works, and building & safety experience. He has held the position of Building Official, County Engineer, Sr. Engineering Manager as well as numerous other key positions in the field. Well known in the public sector as a compassionate leader focused on customer service, he is routinely involved in the presentation of building code, engineering principles and advancing the cause of preventing life loss and protecting property. As Senior Vice President for CAA, he directs the services CAA provides in building and safety, engineering, and fire prevention.

CERTIFICATIONS

- Building Official
- Master Code Professional
- Certified Fire Marshal
- Building Inspector
- Electrical Inspector
- Mechanical Inspector
- Plumbing Inspector
- Plans Examiner
- Combination Inspector
- Comb. Dwelling Inspector
- Commercial Energy Plans Examiner
- Commercial Energy Inspector
- Res. Energy Plans Examiner/Inspector
- Accessibility Inspector/Plans Examiner
- Building Code Specialist
- Fire Code Specialist
- Fire Plans Examiner
- Certified Fire Inspector I & II
- Commercial Fire Sprinkler Plans Examiner
- Commercial Fire Sprinkler Inspector
- Res. Fire Sprinkler Plans Examiner/Insp
- OES/CALEMA Disaster Service Worker
- Level IB Certified Inspector
- Level II Certified Design Professional
- Certified Access Specialist (CASp)
- Qualified SWPPP Developer (QSD)
- SAP Evaluator

Fee Schedule

All fees are inclusive of general and administrative costs, travel, per diem, reporting, meeting attendance, training, materials, supplies, and all other expenses necessary for project completion.

Revenue sharing applies to building permit fees collected. The Town retains all use tax revenues, planning fees, engineering fees, and other non-building department revenues. CAA offers to provide our services for the following percentage of fees (including all associated building and trade permits) calculated for each assigned project:

Revenue Sharing

CAA Responsibilities	Town Share	CAA Share
Phase 1: Building Inspection Services (Building, Electrical, Mechanical, Plumbing, and Energy Inspections)	50% of building and associated trade permit fees collected (100% of plan review fees collected)	50% of building and associated trade permit fees collected (excludes plan review fees)
Phase 2: Building Inspection, Plan Review, and Building Official Services (Plan Review, Building, Electrical, Mechanical, Plumbing, and Energy Inspections, Code Consulting as needed)	50% of all building, plan review and associated trade permit fees collected	50% of all building, plan review and associated trade permit fees collected

For permits that are not assessed the full fee by the Town, CAA will invoice as if the Town had collected the fee calculated for the project.

If desired, CAA welcomes the opportunity to hire qualified Town employees who wish to continue serving the community, helping preserve their experience and continuity of service during the transition.

Request for Board of Trustee Action

Date: November 17, 2026

Title: Residential Trash and Recycling Services Agreement with Republic Services

Presented By: J.D. McCrumb, Town Administrator

Prepared By: J.D. McCrumb, Town Administrator;

Background: The Town of Columbine Valley has contracted with Republic Services for residential trash and recycling collection for many years. This long-standing relationship has provided residents with consistent, reliable collection services through a coordinated Town-wide program.

Staff has negotiated a new agreement with Republic Services of Denver for the continuation of residential waste collection and recycling services. The proposed agreement would begin February 1, 2027, and remain in effect for five years, with the option for two additional one-year renewals upon mutual agreement.

The agreement provides for weekly Monday collection of trash and recycling, seasonal yard waste collection, an annual curbside bulk item pickup, and roll-off containers for community cleanup days and special events. The agreement also establishes customer service expectations and procedures for addressing missed collections.

The proposed monthly service rate is $17.20 per household, with an anticipated $6.20 per household reimbursement through Colorado's Extended Producer Responsibility (EPR) recycling program, resulting in an estimated net monthly cost of $11.00 per household. Annual rate adjustments would be based on the applicable Consumer Price Index, with provisions for additional adjustments under certain circumstances.

Attachments: Waste Services Agreement with Republic Services – 11/3/26 DRAFT. An updated version will be transmitted ASAP.

Staff Recommendations: Approve the Waste Services Agreement with Republic Services as presented.

Recommended Motion: "I move to approve the Waste Services Agreement with Republic Services of Denver for residential trash and recycling collection, effective February 1, 2027, as presented, and authorize the Town Administrator to execute the agreement."

WASTE SERVICES AGREEMENT

This Waste Services Agreement (the "**Agreement**") is made and entered into as of February 1, 2027 (the "**Effective Date**") by and between the Columbine Valley, Colorado (hereafter "**Town**"), and Allied Waste Transportation, Inc. dba Republic Services of Denver, a Delaware corporation qualified to do and actually doing business in the State of Colorado (hereafter "**Contractor**"). Town and Contractor shall be referred to herein individually as "**Party**" and together as "**Parties**."

RECITALS

WHEREAS, Town desires that Contractor provide the Services set forth in this Agreement and Contractor desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter (the "**Initial Term**"). The Agreement can be extended for an additional two (2), one (1) year terms at the mutual agreement of the parties (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless otherwise terminated in accordance with the terms of this Agreement.

2. Scope of Work. Town grants to Contractor the sole and exclusive franchise, license, and right within the geographic limits of the Town to provide the waste collection, disposal, and recycling Services more fully described in the exhibits attached and incorporated herein ("**Services**"). Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to perform the Services as set forth in this Agreement. If additional services related to the Services not expressly included in the scope of this Agreement are requested or become necessary, such services will be charged at Contractor's current rates when the additional services are performed. Services not subject to franchise under this Agreement may be sold to customers in the open market at rates agreed to between said customers and Contractor.

3. Town Expansion. If the Town develops new areas within the Town's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Town shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Town annexes any new areas that it wishes for Contractor to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

4. Warranty; Compliance with Laws. Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the Town, Contractor and Town agree that Contractor shall not be fined, punished, or otherwise sanctioned under such ordinance. Contractor has and will maintain all required licenses and permits to perform the Services. Contractor reserves the right to

decline to perform Services which, in its judgment it cannot perform in a lawful manner or without risk of harm to human health, safety, or the environment.

5. Termination. If a Party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching Party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued.

6. Pricing; Invoicing. Pricing for the Services is set forth in EXHIBIT C. Such rates are subject to adjustments and additional fees and costs as set forth herein. Invoicing terms are set forth in EXHIBIT B.

7. Payment. The Town or customer, as applicable, shall pay each of Contractor's invoices without offset within thirty (30) days of Contractor's invoice. Payments not made on or before their due date will be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If any payment is withheld and it is later determined that the withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid. If any amounts due remain unpaid for more than sixty (60) days from the date Contractor's invoice, Contractor may suspend the corresponding Services until the outstanding balance is paid in full. If Contractor suspends and reinstates Services under this provision, the Town or customer, as applicable, shall pay a service interruption fee at Contractor's current rate.

8. Annual Rate Adjustments. All rates, with ninety (90) days' notice to the Town, shall be increased on each anniversary of the Effective Date of this Agreement in an amount equal the most recently available trailing 12 months' average Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics.

9. Material Cost Adjustments. Annually, Contractor may seek a Material Element of Cost adjustment in conjunction with its Annual Rate Adjustment. "**Material Elements of Cost**" include labor, maintenance, fuel, equipment (including trucks and containers), disposal and/or processing, or any other cost that makes up 5% or more of Contractor's annual costs on the contract. In the event that one or more Material Elements of Cost to provide Service under this Agreement experiences a year over year change greater than 10%, Contractor may seek to increase the Annual Rate Adjustment by an additional amount equal to the additional cost increase. Town shall not unreasonably withhold approval of any Material Costs Adjustments.

10. Non-Material Cost Adjustments. Upon notice to Town, Contractor may increase the rates for Services as a result of uncontrollable increases in costs incurred by Contractor due to (a) increased rates by any third party or municipal hauling, disposal, or recycling facility; (b) changes in Applicable Law, including any local, state, federal or international rules, ordinances, regulations, or Executive Orders; (c) changes in taxes, fees or other governmental charges, including those passed through by suppliers; (d) uncontrollable operational changes (*i.e.*, a major

bridge closure), including those caused by major weather events; and (e) increased fuel costs. Any of the foregoing adjustments shall be retroactive to the effective date of such increase or change in cost.

11. Insurance. During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as set forth in EXHIBIT D.

12. Indemnification. Contractor will release, indemnify, and hold harmless the Town from and against any and all third-party claims, losses, damages, suits, judgments, civil penalties, costs, liabilities or expenses, including reasonable attorney fees and costs ("**Losses**") that the Town may be responsible for or incur on account of death or bodily injury to any person, damage to any property, injury to destruction of, or loss of natural resources, or violation of any federal or state law, regulation, or municipal ordinance to the extent caused by Contractor's negligence, willful misconduct, or breach of this Agreement. To the extent permitted by Applicable Law, Town shall release, indemnify, and hold harmless Contractor, its parent, subsidiaries, affiliates, and the officers, directors, agents, and employees of each from and against any and all Losses to the extent arising from Town's negligence, willful misconduct, breach of this Agreement, and Contractor's receipt of Non-Conforming Waste from any customer.

13. Affiliates and Subcontractors. Contractor may utilize its affiliates and/or qualified subcontractors to perform the Services; however, Contractor shall remain responsible for the performance of all such Services and obligations in accordance with this Agreement.

14. Independent Contractor. Subject to the provisions of this Agreement, Contractor is an independent contractor and shall have the full power and authority to select the means, manner and method of performing its obligations hereunder without control or direction by Town. Compliance by Contractor with Town's directions, practices, instruments, or orders as to any matter desired by Customer shall not be deemed to alter Contractor's status as an independent contractor.

15. Force Majeure. Neither Contractor nor Town shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires, disease, government orders, or acts of God (a "**Force Majeure Event**"). During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other Party as soon as practical upon the beginning and ending of the Force Majeure Event. No contingency under this section shall excuse the Town or customers, as applicable, from their obligation to make prompt payment for Services rendered.

16. Assignment. Neither Party shall assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the Town's consent to its parent company or any of its subsidiaries, or to any person or entity that purchases Contractor's operations. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision.

18. Waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement or of the rights and obligations of the Parties shall be effective unless in writing and signed by the Party waiving compliance.

19. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of this Agreement void shall in no way affect the validity or enforceability of any other provision(s) of this Agreement.

20. Notices. Any and all notices required hereunder to be in writing shall be sent postage prepaid, by any reputable nationally recognized express courier service, with a return receipt requested, to the Parties at their addresses shown below:

To Contractor: _____
_____
_____
Attn: _____

To Town: _____
_____
_____
Attn: _____

21. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter in this Agreement, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the undersigned Parties.

22. Electronic Signatures. The Parties agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

23. Exhibits. All EXHIBITS attached to this Agreement are an integral part of the Agreement and are incorporated herein.

EXHIBIT A	Scope of Work
EXHIBIT B	Pricing Terms & Invoicing
EXHIBIT C	Services Pricing
EXHIBIT D	Insurance

24. Survival. Any terms of this Agreement that could apply to either or both Parties after expiration or termination of this Agreement shall survive.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Columbine Valley, Colorado	Allied Waste Transportation, Inc. dba Republic Services of Denver
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

SCOPE OF WORK

The Services described in this Scope of Work are included under this Agreement. All other services shall be deemed outside the scope of this Agreement and/or subject to additional charges.

Waste & Recyclable Material Hauling and Disposal/Processing:

1. Town's Duty. Town shall make a commercially reasonable effort to educate Customers regarding acceptable and unacceptable Waste management practices including, but not limited to, sharing: (a) how to set up Services with Contractor; (b) applicable rates; (c) descriptions of the types of Waste covered (and not covered) by this Agreement and encouraging that only Conforming Waste be placed in each Waste container; (d) Customers' assigned collection day and Contractor's hours of operation; (e) proper container placement practices on collection day; (f) how to contact Contractor's Customer Service; and (g) the proper procedures for Bulk Waste and/or Household Hazardous Waste collection, if included.

2. Waste Services. Every Monday, other than holidays or as set forth herein, Contractor will collect, transport, and dispose or process all Conforming Waste properly placed in its designated collection container. Contractor shall not be obligated to collect Waste that is not properly contained. If Contractor spills any properly contained Waste during its collection, Contractor will clean up such Waste. All disposal and processing facilities selected by Contractor will be permitted to accept and dispose or process the Conforming Waste.

3. Collection Hours. Contractor's collection hours are generally 7:00 a.m. to 7:00 p.m., Monday through Friday (except Holidays), with residential routes starting no earlier than 5:30 a.m.. Exceptions to collection hours may be made by Contractor if and when Contractor determines in its reasonable judgment that circumstances warrant a temporary extension to complete collection routes (*i.e., recovering from a Holiday or weather-related delays*).

4. Town Facility Services. The Contractor shall provide to the Town at its request from time to time, at the monthly rates ser forth in Exhibit C hereto, and at the locations designated by the Town Administrator from time to time, the containers and collection services describe in the Exhibit A shall be maintained by the Contractor at its sole expense in a good, attractive and clean condition.

5. Holidays. Contractor may suspend collection Service on Holidays and resume collection routes the next operating day. As it may take Contractor a couple of days to catch up following a Holiday, all routes may be adjusted or pushed back one day during the week of a Holiday.

6. Collection Routes. Collection routes shall be established by Contractor. Upon Town's request, Contractor will submit proposed and/or modified routes to the Town at least two (2) weeks before the commencement date of each new and/or modified route. If Town does not request any changes to the proposed or modified routes within a week of receipt, Contractor will commence the route as scheduled. Town shall promptly give written or published notice to the affected Customers of all route information applicable to them.

7. Waste Collection Equipment. Any equipment that Contractor furnishes or uses to perform the Services under this Agreement (including, without limitation, waste containers and collection vehicles) shall remain Contractor's property. Town and Customers shall use the equipment only for its proper and intended purpose (for the collection of Conforming Waste) and shall not overload (by weight or volume), move or alter the equipment, or allow any third-party compaction. The Customer in possession of Contractor collection equipment shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Contractor's handling. It shall be the Customers' responsibility to ensure access to their Waste collection equipment on their scheduled day of service. Contractor shall not be responsible for any damages to any property or equipment located adjacent to the collection containers, nor to any pavement, curbing, or other driving surfaces resulting from Contractor's providing the Services under this Agreement except to the extent caused by Contractor's negligence.

8. Location of Residential Waste for Collection. All Waste shall be properly containerized or bundled, as applicable, and placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways. Waste containers or bundles, as applicable, shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Waste containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Waste that is not properly containerized or placed appropriately for efficient and safe collection. If Bulk Waste, Yard Waste, and/or White Goods are included in the scope of this Agreement, these items shall be placed at curbside for collection on the scheduled collection day.

9. Location of Commercial Waste for Collection. Commercial Customers shall cooperate with Contractor's recommendations regarding Waste container sizes, the safe placement of containers, and haul schedules necessary to properly address their available space for containers and the type and volume of Waste generated each week. Properly contained Waste keeps the Town cleaner and deters the attraction of pests. Containers shall be placed in a location on Customers' sites that does not interfere with or endanger the movement of vehicles or pedestrians, and which allows for safe access by Contractor's collection vehicles. Contractor may decline to collect any Waste that is not properly containerized or placed appropriately for efficient and safe collection.

10. Ownership of Waste. Title to Waste shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Non-Conforming Waste shall remain with the generator and at no time pass to Contractor.

11. Non-Conforming Waste. If Non-Conforming Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the container that contains the Non-Conforming Waste. In such situations, Contractor will contact the Town, and the Town shall promptly undertake appropriate action to ensure that Non-Conforming Waste is removed and properly disposed of by the depositor or generator of such Non-Conforming Waste. In the event Non-Conforming Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion: (a) leave the Non-Conforming Waste in place or continue to process it if not in violation of its permits and charge the Town or Customer, as applicable, a contamination fee and/or additional processing costs; or (b) remove, transport, and dispose of such Non-Conforming Waste at a facility authorized to accept such Non-Conforming Waste in accordance with Applicable Law and, in Contractor's sole discretion, charge the Town or

Customer, as applicable, for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Non-Conforming Waste. The Town shall provide all reasonable assistance to Contractor in investigating the identity of the depositor or generator of the Non-Conforming Waste and to collect the costs incurred by Contractor in managing such Non-Conforming Waste.

12. Storm Debris. The service levels and pricing set forth in EXHIBIT C contemplate a volume of waste and recyclable material generated in the course of normal day-to-day residential and business activities. If included in the scope, Bulk Waste Services are available for those occasional instances when waste volumes are higher or bulky items need to be disposed of. If included in scope, pricing and the parameters for Bulk Waste Services are also set forth in EXHIBIT C. Additional volumes of Waste created from a storm, natural disaster, or other uncontrollable event that damages or destroys real and personal property ("**Storm Debris**") are not included in the service levels and pricing set forth in this Agreement. If Storm Debris is generated, Contractor will provide Town a quote to haul and dispose of Storm Debris if requested.

13. Customer Service. Customers have access to and will be encouraged to set up online accounts with Contractors, where information is available about the Services and Customers can access many account self-service features. Customer Service is available by telephone from 7:30 a.m. to 5:00 p.m. local time Monday through Friday. Customer service inquiries can also be submitted online via Contractor's website 24 hours a day.

14. Complaints; Missed Collections. All service-related complaints must be made directly to the Contractor at the Customer Service number provided above or through Contractor's online Customer self-service portal. Contractor will give prompt and courteous attention to each contact received. If a Customer reports a missed collection, Contractor may investigate to determine whether the collection was in fact missed and, if confirmed, whether it was missed due to inaccessibility or due to Contractor's fault. If Contractor confirms that the equipment and/or Waste was set out too late, blocked or otherwise not accessible, such Waste will not be collected until the next regularly scheduled pick-up, unless the Customer requests an extra pick-up, in which case an extra service charge will apply. If Contractor confirms that the collection was missed due to no fault of the Customer, Contractor shall arrange for the collection of the missed container within one (1) business day after the complaint is received for no additional charge unless another time frame is communicated to the Customer.

15. Customer Counts. If pricing under this Agreement is premised upon a count of Customers (residential and/or commercial) provided by the Town, Town shall provide updated Customer counts at least 90 days before each anniversary of the Effective Date. The pricing shall be updated each year to align with the updated Customer counts. Contractor also reserves the right to perform its own Customer counts at any time at its discretion, manually or through the use of publicly available information and technology, to validate the counts provided by the Town and/or at any other time of the year if it has reason to believe there has been a material change in the number of Customers receiving Services. If the Parties reach materially different counts and/or Contractor does an off-cycle count, both Parties agree to work together in good faith to settle on a fair count for the coming year or rest of the current year. If the Town develops new areas within its territorial jurisdiction during the Term of this Agreement, such areas shall be automatically subject to this Agreement. The Town shall provide Contractor with written notification of the newly developed areas, including the number of new Customers, and within thirty (30) days after

receipt of such notification, Contractor shall have the Services available to the new Customers and the rates will be adjusted accordingly.

16. Changes in Recycling Markets. If market conditions develop that limit or inhibit Contractor from selling some or all of the processed Recyclable Material collected under this Agreement, Contractor may at its sole discretion and upon notice to Town (a) redefine acceptable and unacceptable Recyclable Materials; (b) update the rates accordingly, (c) suspend or discontinue the recycling Services, or (d) dispose of the Recyclable Material in a landfill and update the pricing accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

17. Bulk Waste Services. Contractor will work with the Town to create a Bulk Waste routing and scheduling program that delivers adequate bulk waste Services for the Customers while also achieving the most operational efficiency for Contractor.

18. Out of Scope Services. For any types of waste material not included in the scope of this Agreement, Town agrees that Contractor may provide collection and disposal or recycling services for such waste material to Customers pursuant to terms and conditions that are mutually agreed between Contractor and such Customers. This Agreement does not require Customers to use Contractor for such services, but they may do so at their discretion. Contractor may use any information received from the Town to market all of its available services to Customers, whether included in the scope of this Agreement or not.

19. EPR. Contractor shall meet the reporting requirements for the Circular Action Alliance (CAA) to enable Town to participate in any reimbursement process. The Parties agree to work together to execute any necessary amendment to this Agreement to ensure Town's participation in the program as set out in the CAA's plan. Contractor agrees it will separate out the costs of providing recycling to each residence from the Services.

20. Definitions.

    (a) "**Bulk Waste**" means large items that won't fit in a Trash Cart including, desks, discarded furniture, and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

    (b) "**Business Day**" shall mean every weekday, except Holidays.

    (c) "**Conforming Waste**" consists of any Waste that fully conforms to the description of such Waste provided by the Customer, including an approved Waste Profile, manifest or other waste documentation.

    (d) "**Customer**" means the owner, occupant, or operator of any type of premise within the Town that will receive Services under this Agreement.

    (e) "**Holidays**" shall mean: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(f) "**Household Hazardous Waste**" means any household product that contains corrosive, toxic, ignitable, or reactive ingredients and is no longer wanted or usable

(g) "**Non-Conforming Waste**" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, or material placed in a container intended for a different Waste (such as Solid Waste in a container designated for Recyclable Material).

(h) "**Recyclable Material**" is any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; and ferrous and non-ferrous metals.

(i) "**Solid Waste**" is any useless, unwanted, or discarded nonhazardous material (trash or garbage) with insufficient liquid content to be free flowing that results from residential, commercial, governmental, and/or community operations. Solid Waste specifically excludes all other waste streams with definitions herein.

(j) "**Waste**" includes all waste streams included within the scope of this Agreement for collection and disposal or processing, including Recyclable Material. Waste shall not include any Non-Conforming Waste.

(k) "**White Goods**" means stoves, refrigerators, ranges, water heaters, freezers, unit air conditioners (all CFC and other refrigerants must be removed prior to collection), water tanks, washing machines, clothes dryers, and other similar appliances.

(l) "**Yard Waste**" means organic waste materials generated from the maintenance or removal of residential vegetative landscaping including, but not limited to, grass clippings, pine needles, leaves, flowers, stalks, stems, small tree trimmings, and small branches.

EXHIBIT B

PRICING TERMS & INVOICING

PRICING TERMS

1. Overage Fees. Town/Customer will incur an overage fee for each container containing waste that exceeds the container's intended capacity. Intended capacity is the amount of waste that will fit within the container while still allowing the lid to shut completely. Overage may be measured visually by the driver or electronically by cameras and/or other technology. Photos of overage may be provided by Contractor's Customer Service upon request but may not be available in all locations.

2. Contaminated Materials Fee. Town/Customer will incur a contaminated materials fee when Non-Conforming Waste is placed in a container that is designated for a specific waste type. For example, when non-recyclable Solid Waste is placed in a container designated for Recyclable Material. The fee is intended to compensate Contractor for the additional costs incurred in separating, transporting, and properly disposing of the Non-Conforming Waste. Photos of the contamination may be provided by Contractor's Customer Service upon request but may not be available in all locations.

3. Extra Bags Fee. Town/Customer will incur an extra bags fee when a driver arrives and picks up bags and/or piles of Waste that are on the ground or otherwise outside the waste container. It is possible to incur both an overage fee and an extra bags fee on the same container if there is Waste above the intended capacity in the container and also waste laying around the outside of the container.

INVOICING

Invoicing the Town. The Town shall invoice and collect from all Customers for Services provided by Contractor pursuant to this Agreement. The Town shall report to Contractor: (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the Town and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the Town. Contractor shall invoice the Town for the number of addresses that were billed by the Town within fifteen (15) days of receiving the Town's address count each month, and the Town shall pay Contractor 's invoices.

EXHIBIT C

SERVICES PRICING

Service	Service Frequency	Cost
Collection	1w MSW/EOW RC on Monday Service	$17.20
Reimbursement	CAA EPR Program	($6.20)
	Total Rate After EPR	$11.00
Annual Curbside Bulk	1 Item Per House- Resident Calls to Schedule	Included
Additional Bulk Item	Resident Calls to Schedule	$30
Additional MSW Cart		$48
Additional Recycle Cart	If the City pays, can be reimbursed by EPR	$48
Yard Waste/Leaves	Seasonally May 1 - October 31- 3 32 Gallon Bags	Included
Roll-Offs	On Call-3 Rolloffs for community cleanup days and special events	Included
Additional Roll-Offs	On Call	$325
Additional Disposal	The complementary and additional roll-offs have up to 4 tons of disposal.	$30

EXHIBIT D

INSURANCE

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	$2,500,000 each occurrence $5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Contractor shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.