



Town Board of Trustees

Tuesday, April 9, 2024 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/82969043900>

Meeting ID: 829 6904 3900

Passcode: 166365

One tap mobile

+13462487799,

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. March 26, 2024 - Regular Meeting Minutes

Attachments:

- **March 26, 2024 - Regular Meeting Minutes** (03-26-2024_-_Draft_Regular_Meeting_Minutes.pdf)

b. CASA Childhood Abuse and Awareness Proclamation

Attachments:

- **CASA Childhood Abuse and Awareness Proclamation** (Mayor_Pindell_TownofBennettProclamation_ChildAbusePreventionMonth_040924__1_.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. Oath of Office - Mayor and Town Board Trustees

Trish Stiles, Town Manager

Christina Hart, Town Clerk

Attachments:

- **Oath of Office - Mayor Whitney Oakley** (0_-_Oath_of_Office_-_Mayor_Oakley.pdf)
- **Oath of Office - Trustee Royce D. Pindell** (1_-_Oath_of_Office_-_Trustee_Pindell.pdf)
- **Oath of Office - Trustee Denice Smith** (2_-_Oath_of_Office_-_Trustee_Smith.pdf)
- **Oath of Office - Trustee Donna Sus** (3_-_Oath_of_Office_-_Trustee_Sus.pdf)
- **Oath of Office - Trustee Larry Vittum** (4_-_Oath_of_Office_-_Trustee_Vittum.pdf)

b. Mayor Pro Tem Selection

Whitney Oakley, Mayor

c. 2024 Appointment of Town Officials

Christina Hart, Town Clerk

Whitney Oakley, Mayor

Attachments:

- **Staff Report 2024 Appointment of Town Officials** (Staff_Report_thredline_official_appts_cln.pdf)
- **Oath of Office - Presiding Municipal Judge, Shawn Day** (0_-_Oath_of_Office_-_Municipal_Judge.pdf)
- **Oath of Office - Town Clerk, Christina Hart** (1_-_Oath_of_Office_-_Town_Clerk.pdf)
- **Oath of Office - Town Clerk Pro Tem, Taeler Houlberg** (2_-_Oath_of_Office_-_Town_Clerk_Pro_Tem.pdf)
- **Oath of Office - Second Town Clerk Pro Tem, Rachel Summers** (3_-_Oath_of_Offic

e_-_2nd_Town_Clerk_Pro_Tem.pdf)

- **Oath of Office - Town Treasurer, Danette Ruvalcaba** (4_-_Oath_of_Office_-_Town_Treasurer.pdf)
- **Oath of Office - Town Attorney, Krob Law Office L.L.C.** (5_-_Oath_of_Office_-_Town_Attorney__Krob_Law.pdf)
- **Suggested Motion** (6_-_Suggested_Motion.pdf)

d. Bennett Avenue Townhomes Wastewater Development Fee Incentive Agreement Extension

Resolution No. 1013-24 - A Resolution Approving a Wastewater Development Fee Incentive Agreement with DATO Investments for the Bennett Avenue Townhomes

Savannah Chapa Vickery, Community Development Manager

Attachments:

- **Staff Report Bennett Avenue Townhomes Wastewater Development Fee Incentive Agreement Extension** (0-Staff_Report_Bennett_Ave_Townhomes_Wastewater_Fee.pdf)
- **Wastewater Development Fee Incentive Agreement - Bennett Avenue Townhomes** (1-Waste_Water_Dev_Fee_Agmt__4.1.24_Bennett_Ave_Townhomes_.pdf)
- **Resolution No. 1013-24 - A Resolution Approving a Wastewater Development Fee Incentive Agreement with DATO Investments for the Bennett Avenue Townhomes** (2_-_Resolution_No._1013-24__1_.pdf)
- **Suggested Motion** (Suggested_Motion.pdf)

e. Re-Sheeting Change Order for Safety Building Remodel

Trish Stiles, Town Manager

Attachments:

- **Staff Report Re-Sheeting Change Order for Safety Building Remodel** (Staff_Report_-_KTK_Change_Order_for_Building_Resheet_-_DJ-TH_-_FINAL_-_4.3.24__1_.pdf)
- **Change Order from KTK General Contracting, Inc.** (Change_Order_06_-_KTK_Re-Sheet_-_4.2.24__1_.pdf)
- **Suggested Motion** (suggested_motion.pdf)

7. Town Manager Report

Trish Stiles, Town Manager

a. Board of Trustees: Organization and Committee Assignments

Attachments:

- **Board of Trustees: Organization and Committee Assignments** (1_-_04-2024_-_Org_organizations_and_Committee_Assignments.pdf)

8. Trustee Comments and Committee Reports

Mayor and Trustees

9. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please

give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 04/04/2024 at 1:35 PM



DRAFT

Town Board of Trustees

Minutes

Tuesday, March 26, 2024 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

Minutes:

Present:

Royce D. Pindell, Mayor
Whitney Oakley, Mayor Pro Tem
Kevin Barden, Trustee
Steve Dambroski, Trustee
Denice Smith, Trustee
Donna Sus, Trustee
Larry Vittum, Trustee

Staff Present:

Trish Stiles, Town Manager
Rachel Summers, Deputy Town Manager
Taeler Houlberg, Administrative Services Director
Danette Ruvalcaba, Director of Finance
Alison Belcher, Communications and IT Director
Adam Meis, IT and Communications Manager
Denise Taylor, Assistant to the Town Manager
Greg Thompson, Community and Economic Development Director
Esme Ruvalcaba, Executive Assistant
Dan Giroux, Town Engineer
Scott Krob, Town Attorney
Christina Hart, Town Clerk

Public Present:

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DRAFT

Kathy Smiley
Mason Oakley
Anders Nelson
Jennifer Adams
Sheila Wadsworth
John Vitella
Mary Ellen
Peg Mancuso
Brenda Craig
Cam Kepler
Bill Mahar

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

The Pledge of Allegiance was led by Royce D. Pindell, Mayor.

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

TRUSTEE VITUM MOVED, MAYOR PRO TEM OAKLEY SECONDED to approve the agenda as presented The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE DAMBROSKI SECONDED to approve the consent agenda as presented. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of March 12, 2024, Regular Meeting Minutes **2. Action:** Approval of Resolution No. 1010-24 **3.**

Action: Approval of Resolution No. 1007-24 **4. Action:** Approval of Resolution No. 1009-24

PUBLIC COMMENTS NOT ON THE AGENDA

Peg Mancuso of 1340 View Ridge Road, Bennett, Colorado, conveyed her dissent towards several remarks made during the board meeting on March 12th concerning the migrant response and the resolution to declare the town a non-sanctuary town.

a. March 12, 2024 - Regular Meeting Minutes

b. Town of Bennett Resiliency Plan

Resolution No. 1010-24 - A Resolution Supporting the Adoption of the Town of Bennett Resiliency Plan

c. Resolution No. 1007-24 - A Resolution Approving Open Space Grant Agreements

Between the Town of Bennett and County of Adams for the Kiowa Creek North Open Space Trail Head and Parking and the Trupp Park Rubber Surface Replacement Grants

Resolution No. 1007-24 - A Resolution Approving Open Space Grant Agreements Between the Town of Bennett and County of Adams for the Kiowa Creek North Open Space Trail Head and Parking and the Trupp Park Rubber Surface Replacement Grants

d. Arapahoe County Open Space Grant Program Application

Resolution No. 1009-24 - A Resolution Supporting the Grant Applications for Open Space Grants from Arapahoe County Open Space for Future Park Phase III Design and Arapahoe County Park Open Space Video Surveillance

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. Bennett Town Center Conceptual Plan

Resolution No. 1011-24 - A Resolution Supporting the Grant Application for the Energy and Mineral Impact Assistance Program Application from the Department of Local Affairs for the Bennett Town Center Land Purchase and Roadway Construction

Minutes:

Rachel Summers, Deputy Town Manager, reported on goals that have been identified between Town staff and regional partners to the Board. Bill Mahar, Norris Design, presented a conceptual design of the Town of Bennett Town Center Master Plan. There was discussion amongst the Board.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE BARDEN SECONDED to approve Resolution No. 1011-24 - A resolution supporting the grant application for the Energy and Mineral Impact Assistance program Application from the Department of Local Affairs for the Bennett Town Center land purchase and roadway construction. The voting was as follows:
Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley
Nays: None
Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

b. Morgan Community College - Intergovernmental Agreement for Administrative Lease Space

Resolution No. 1008-24 - A Resolution Approving an Intergovernmental Agreement Between Morgan Community College and the Town of Bennett for an Office Lease at the Bennett Town Hall

Minutes:

Rachel Summers, Deputy Town Manager, presented the IGA to the Board. MCC is requesting the use of the Mayor's Office space on Thursday's from 8:00 a.m. through 5:00 p.m. for the purpose of community college administrative office services. There was discussion amongst the Board.

TRUSTEE VITTUM MOVED, MAYOR PRO TEM OAKLEY SECONDED to approve Resolution No. 1008-24 - A resolution approving an Intergovernmental Agreement between Morgan Community College and the Town of Bennett for an office lease at the Bennett Town Hall with the proviso that a rebate of \$3,500 will be issued to the college . The voting was as follows:

Ayes: Smith, Vittum, Oakley

Nays: Sus, Barden, Dambroski, Pindell

Royce D. Pindell, Mayor, declared the motion failed.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED to approve Resolution No. 1008-24 - A resolution approving an Intergovernmental Agreement between Morgan Community College and the Town of Bennett for an office lease at the Bennett Town Hall. The voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

Motion carries.

TRUSTEE VITTUM MOVED, MAYOR PINDELL SECONDED the Town of Bennett issue a forgiveness of \$3,500 for Morgan Community College on an annual basis. The voting was as follows:

Ayes: Vittum, Oakley, Pindell, Smith

Nays: Barden, Dambroski, Sus

Royce D. Pindell, Mayor, declared the motion carried 4 to 1.

c. Consideration of Intergovernmental Agreement (IGA) with Arapahoe County for Law Enforcement Services

Resolution No. 1012-24 - A Resolution Approving an Intergovernmental Agreement with Arapahoe County for the Provision of Law Enforcement Services

Minutes:

Scott Krob, Town Attorney, presented the proposed IGA for law enforcement services between the Town of Bennett and Arapahoe County Sheriff.

The board determined there was no executive session required.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE VITTUM SECONDED to approve Resolution No. 1012-24 - A resolution approving an Intergovernmental Agreement with Arapahoe County for the provision of law enforcement services The voting was as follows:

Ayes: Barden, Dambroski, Oakley, Pindell, Smith, Sus, Vittum,

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

d. Ordinance No. 778-24 - An Ordinance Amending Article VIII of Chapter 2 of the Bennett Municipal Code Concerning Police Services

Minutes:

TRUSTEE SMITH MOVED, TRUSTEE SUS SECONDED to approve Ordinance No. 778-24

- An ordinance amending Article VIII of Chapter 2 of the Bennett Municipal Code

Concerning Police Services. The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

7. Town Manager Report

Minutes:

- Ms. Stiles reported the signal at the Exit 304 off-ramp started blinking today. CDOT may waive the 5-day flash rule based on the final inspection.
- Demo has started at the former Public Works building.
- Arapahoe County Sheriff visited the the former Public Works building and indicated they would like to occupy the center office space for the detective and patrol officers.
- CSO Officer Buono has adjusted his schedule and is working nights providing additional coverage through May 1, 2024 when Arapahoe County Sheriff will patrol the Town of Bennett.
- No study session on April 9th. A new group photo and headshots of the board will be taken.
- April 10th - Media training begins at 1:00 p.m.

8. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Larry Vittum, Trustee, reported on the following:

- March 20 - Attended DRCOG

9. Executive Session

a. For the purpose of conferencing with an attorney to receive legal advice on a specific legal question and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(b)(e); Negotiations and specific legal questions related to police services for the Town of Bennett.

b. Return to Open Meeting

c. Report from Executive Session

10. To Take Action Following Executive Session

11. Adjournment

Minutes:

TRUSTEE BARDEN MOVED, TRUSTEE DAMBROSKI SECONDED to adjourn the meeting. The meeting was adjourned at 8:57 p.m. Voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, CMC / Town Clerk

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Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Minutes published on 04/02/2024 at 4:18 PM



TOWN OF BENNETT

Proclamation

CHILD ABUSE PREVENTION MONTH - APRIL 2024

WHEREAS, every child deserves to grow up in a safe, nurturing environment, free from harm and fear. All children do not receive appropriate care; in fact, too many children become victims at the hands of abusive perpetrators, and it is up to us as a community to tirelessly work to end it through awareness and action. Every responsible person will agree that even one abused child is too many; and

WHEREAS, the month of April has been designated nationally as Child Abuse Prevention Month. At this time, we encourage all Town of Bennett citizens to join in renewing our commitment to preventing child abuse and learning what we can do to promote the safety and well-being of children; and

WHEREAS, the Town of Bennett has dedicated individuals and organizations who work daily to counter the problem of child abuse and to help parents obtain the assistance they need; and

WHEREAS, effective child abuse prevention programs, such as CASA of Adams & Broomfield Counties, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community; and

WHEREAS, all citizens, community agencies, faith organizations and businesses will work to increase their efforts to support families.

NOW, THEREFORE, BE IT RESOLVED, that I, Royce D. Pindell, Mayor of Bennett on behalf of the Town of Bennett, do hereby proclaim April 2024 as "Child Abuse Prevention Month."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Bennett, Colorado to be affixed this 9th day of April 2024.

Royce D. Pindell, Mayor





**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss OATH OF OFFICE
COUNTY OF ARAPAHOE)

I, Whitney Oakley, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Mayor of the Town of Bennett, Colorado to the best of my ability.

Whitney Oakley
Mayor

Subscribed and sworn to before me this
9th day of April 2024.

Oath Administered By:

Trish Stiles
Town Manager



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss
COUNTY OF ARAPAHOE)

OATH OF OFFICE

I, Royce D. Pindell, do solemnly swear or affirm, that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the Office of Trustee of the Town of Bennett, Colorado to the best of my ability.

Royce D. Pindell
Trustee

Subscribed and sworn to before me this
9th day of April 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss
COUNTY OF ARAPAHOE)

OATH OF OFFICE

I, Denice Smith, do solemnly swear or affirm, that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the Office of Trustee of the Town of Bennett, Colorado to the best of my ability.

Denice Smith
Trustee

Subscribed and sworn to before me this
9th day of April 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss
COUNTY OF ARAPAHOE)

OATH OF OFFICE

I, Donna Sus, do solemnly swear or affirm, that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the Office of Trustee of the Town of Bennett, Colorado to the best of my ability.

Donna Sus
Trustee

Subscribed and sworn to before me this
9th day of April 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss
COUNTY OF ARAPAHOE)

OATH OF OFFICE

I, Larry Vittum, do solemnly swear or affirm, that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the Office of Trustee of the Town of Bennett, Colorado to the best of my ability.

Larry Vittum
Trustee

Subscribed and sworn to before me this
9th day of April 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Christina Hart, Town Clerk
DATE: April 9, 2024
SUBJECT: 2024 Appointment of Town Officials

Background

Chapter 2, Article V of the Bennett Municipal Code (BMC) authorizes the Board of Trustees, after each biennial election and in accordance with state statute, to appoint Town officials for the Town of Bennett, including Town Clerk, Town Treasurer and Municipal Court Judge. The current officials and their positions are as follows:

Town Clerk	Christina Hart
Town Treasurer	Danette Ruvalcaba
Town Attorney	Scott Krob
Presiding Municipal Court Judge	Shawn Day

Sec. 2-5-50(c) of the BMC also authorizes the Board of Trustees to appoint a Town Clerk Pro Tem, who in the absence of the Town Clerk shall perform the duties of the Town Clerk.

Town Clerk Pro Tem	Taeler Houlberg
Second Clerk Pro Tem	Rachel Summers

Staff Recommendation

Staff recommends the Board of Trustees appoint the following individuals or entities to the positions listed below:

- Presiding Municipal Court Judge Shawn Day
- Town Clerk Christina Hart
- Town Clerk Pro Tem Taeler Houlberg
- Second Clerk Pro Tem Rachel Summers
- Town Treasurer Danette Ruvalcaba
- Town Attorney Scott Krob

Attachments

1. Oath of Office - Presiding Municipal Court Judge, Shawn Day
2. Oath of Office - Town Clerk, Christina Hart
3. Oath of Office - Town Clerk Pro Tem, Taeler Houlberg
4. Oath of Office - Second Clerk Pro Tem, Rachel Summers
5. Oath of Office - Town Treasurer, Danette Ruvalcaba
6. Oath of Office - Town Attorney, Scott Krob



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss OATH OF OFFICE
COUNTY OF ARAPAHOE)

I, Shawn Day, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Presiding Judge for the Bennett Municipal Court of the Town of Bennett, Colorado to the best of my ability.

Shawn Day
Presiding Municipal Judge Bennett Municipal Court

Subscribed and sworn to before me this
9th Day of April, 2024

Oath Administered By:

Whitney Oakley
Mayor



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss OATH OF OFFICE
COUNTY OF ARAPAHOE)

I, Christina Hart, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Town Clerk of the Town of Bennett, Colorado to the best of my ability.

Christina Hart, CMC
Town Clerk

Subscribed and sworn to before me this
9th Day of April, 2024.

Oath Administered By:

Whitney Oakley
Mayor



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss OATH OF OFFICE
COUNTY OF ARAPAHOE)

I, Taeler Houlberg, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Town Clerk Pro-Tem of the Town of Bennett, Colorado to the best of my ability.

Taeler Houlberg
Town Clerk Pro Tem

Subscribed and sworn to before me this
9th Day of April, 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk

**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss **OATH OF OFFICE**
COUNTY OF ARAPAHOE)

I, Rachel Summers, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office as Second Town Clerk Pro Tem of the Town of Bennett, Colorado to the best of my ability.

Rachel Summers
Second Town Clerk Pro Tem

Subscribed and sworn to before me this
9th Day of April 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk



**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss OATH OF OFFICE
COUNTY OF ARAPAHOE)

I, Danette Ruvalcaba, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Town Treasurer of the Town of Bennett, Colorado to the best of my ability.

Danette Ruvalcaba
Town Treasurer

Subscribed and sworn to before me this
9th Day of April, 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk

**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss **OATH OF OFFICE**
COUNTY OF ARAPAHOE)

I, Scott Krob, of Krob Law Office, L.L.C. do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Town Attorney of the Town of Bennett, Colorado to the best of my ability.

Scott Krob, Krob Law Office L.L.C.
Town Attorney

Subscribed and sworn to before me this
9th Day of April 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk

Suggested Motion

I move to appoint Shawn Day as the Presiding Municipal Court Judge for the Town of Bennett.

I move to appoint Christina Hart as the Town Clerk for the Town of Bennett.

I move to appoint Taeler Houlberg as the Town Clerk Pro Tem for the Town of Bennett.

I move to appoint Rachel Summers as the Second Town Clerk Pro Tem for the Town of Bennett.

I move to appoint Danette Ruvalcaba as the Town Treasurer for the Town of Bennett.

I move to appoint Krob Law Office, L.L.C. as the Town Attorney for the Town of Bennett.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Savannah Chapa Vickery, Community Development Manager
DATE: April 9, 2024
SUBJECT: Bennett Avenue Townhomes Wastewater Development Fee Incentive Agreement Extension

Background

In February 2022, the Board approved a Wastewater Development Fee Incentive Program. This program came as a response to the Wastewater Development Fee increasing from \$6,422 per SFE to \$16,280 per SFE in the 2023 Fee Schedule, a 153% increase. This fee increase was needed to support the increasing costs of Wastewater infrastructure, however, the program (a) offered some budgetary relief to projects that had been planning for development for several years based on the original \$6,422 per SFE amount and (b) provided a discount for units that had already been factored into the available resources of the Wastewater infrastructure and were therefore not the units triggering the need for infrastructure expansion.

To participate in the Wastewater Development Fee Incentive Program, developers were required to pay their anticipated Wastewater Development Fees in full by March 31, 2023. They were then required to use the funds by **March 31, 2024**, or excess funds would be refunded and they would need to pay the new full rate for any permits pulled after that date.

DATO Investments is one of the developers that participated in the Wastewater Development Fee Incentive Program for their development of the Bennett Avenue Townhomes. They paid \$114,000 into an escrow account on March 20, 2023 and were on track to use their allocated funds within the timeframe, however, upon submitting their townhome master plans, unexpected accessibility requirements impacted the design of the project. The master plans for the subdivisions 4-plex required revisions to become a Type C accessible unit and the overall site plan required updates to parking and site grading to provide accessible routes to public sidewalks. These changes required time and multiple revisions to execute and work was stalled on-site until the revised plans could be approved. DATO Investments has worked diligently with the Town to find solutions for these requirements over the past several months. As a result, the Town will have more accessible units available in our housing stock and the designs are now compliant with state and building code accessibility requirements.

For the reasons outlined above, DATO Investments has requested the deadline for their Wastewater Development Fee Incentive Agreement be extended for one year to **March 31, 2025**. Their site plan and master plans are now approved and they plan to pull the permits for their first three townhome buildings within the next few weeks, once the site work is completed. Participating in the Wastewater Development Fee Incentive Program is essential to help them offset costs and deliver the townhomes at a more attainable purchasing price.

Staff Recommendation

Staff recommends approving Resolution 1013-24, extending the Wastewater Incentive Agreement for the Bennett Avenue Townhomes by one year, to an expiration of March 31, 2025.

Attachments

1. Wastewater Development Fee Incentive Agreement – Bennett Avenue Townhomes
2. Resolution 1013-24

WASTEWATER DEVELOPMENT FEE INCENTIVE AGREEMENT
Bennett Avenue Townhomes

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **TOWN OF BENNETT**, a Colorado municipal corporation (the “**Town**”), and _____, a Colorado ____ [entity type] ____ (“**Developer**”).

WHEREAS, the Developer is currently developing the Bennett Avenue Townhomes Subdivision (the “**Subdivision**”) in the Town and has an approved final plat and Subdivision Agreement for the Subdivision; and

WHEREAS, on December 12, 2023, the Bennett Board of Trustees adopted an updated fee schedule, which set the Town’s wastewater development fee (the “**Wastewater Development Fee**”) at \$16,280 per SFE; and

WHEREAS, the Wastewater Development Fee is effective in January 2024; and

WHEREAS, to mitigate the impact of the increased Wastewater Development Fee on developers with projects currently in progress within the Town, the Town desires to allow the Developer to pay a reduced Wastewater Development Fee for the time period and subject to the conditions described herein.

WHEREAS, on March 20, 2023 the Developer deposited \$114,000 into an escrow account for the prepayment of 19 townhomes units at a 0.6 SFE tier allocation.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. Incorporation of Recitals. The parties hereto confirm and incorporate the foregoing recitals into this Agreement.

2. Accounting. Each time the Developer applies for a building permit within the Subdivision, the Town shall draw on the Escrow Funds to pay the Wastewater Development Fee due for that building permit.

3. Balance of Escrow Funds. Any unused Escrow Funds as of April 1, 2025, shall be not returned to the Developer, rather kept in Escrow. The Town shall draw on the Escrow Funds to pay the full Wastewater Development Fee at the rate in effect at the time the application is made for a building permit until the Escrow Funds are exhausted. Thereafter, the Developer will pay the Wastewater Development fees at the set rate at the time of payment.

4. Use of Escrow Funds. The Escrow Funds shall be used solely to pay for Wastewater Development Fees and may not be applied to any other fee due at the time of building permit application, including permit fees, plan review fees, inspection fees and use tax. The Escrow Funds

shall be used solely to pay for Wastewater Development Fees due for lots within the Subdivision and may not be use or transferred to any other property or development in the Town.

5. Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

7. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

TOWN:

DEVELOPER:

TOWN OF BENNETT

207 Muegge Way
Bennett, CO 80102
Attn: Town Manager

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

9. Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Subdivision Agreement, shall remain in full force and effect and shall control this Subdivision.

10. Release and Indemnification. The Developer agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney fees and court costs, which arise out of or are in any manner connected with this Agreement, or any other action determined necessary or desirable by the Town in order to effectuate this Agreement, or which are in any manner connected with the Town's enforcement of this Agreement, provided however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. The Developer further agrees to investigate, handle, respond to, and to provide defense for and defend against, or at the Town's option to pay the attorney fees for defense counsel of the Town's choice for, any such liability, claims, or demands.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF BENNETT, COLORADO

By: _____

ATTEST:

By: _____
Town Clerk

RESOLUTION NO. 1013-24

A RESOLUTION APPROVING A WASTEWATER DEVELOPMENT FEE INCENTIVE AGREEMENT WITH DATO INVESTMENTS FOR THE BENNETT AVENUE TOWNHOMES

WHEREAS, on December 12, 2023, the Board of Trustees adopted an updated fee schedule, which confirmed the Town’s wastewater development fee of \$16,280 per SFE; and

WHEREAS, the Wastewater Development Fee became effective in January 2024; and

WHEREAS, to encourage previously approved developments, the Town offers wastewater development fee incentive agreements to developments that have received final plat approval and have entered into a Subdivision Agreement before the effective date of the 2024 Wastewater Development Fee; and

WHEREAS, the Wastewater Development Fee Incentive Agreement attached hereto has been submitted by 300 Bennett Inc. to the Town and the Board of Trustees desires to approve said Agreement.

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

Section 1. The Town Board of Trustees hereby approves the Wastewater Development Fee Incentive Agreement between the Town and 300 Bennett Inc. for the Bennett Avenue Townhomes, in substantially the same form as the Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement, except that the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ AND ADOPTED THIS 9TH DAY OF APRIL 2024.

TOWN OF BENNETT, COLORADO

Whitney Oakley, Mayor

ATTEST:

Christina Hart, CMC
Town Clerk

Suggested Motion

I move to approve Resolution No. 1013-24 – A resolution approving a Wastewater Development Fee Incentive Agreement with DATO Investments for the Bennett Avenue Townhomes.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Trish Stiles, Town Manager
DATE: April 9, 2024
SUBJECT: Re-Sheeting Change Order for Safety Building Remodel

Background

At the January 9, 2024 board meeting, the Town entered into a contract with KTK General Contracting, Inc. to complete the Old PW Remodel project with a contract amount of \$911,116.00. Work is underway at the facility and a timely completion of the project looks good. In addition, Staff is happy to report that KTK has been a very good contractor to work with to this point.

As we move forward through the demolition phase, it's become clear that a re-sheet of the building is needed to complete the remodel the right way. The existing steel panels are in significantly worse condition than was realized initially. Items of concern include numerous holes, misaligned panels, gapping and poor initial installation creating a building that is not properly sealed and open to the elements in various locations.

Staff solicited pricing from KTK to perform this work and provide a re-sheet of the building. Which will include the following:

1. New Roof
2. New Body Sheeting
3. New Wainscot Sheeting
4. New Gutters and Down Spouts

This would be a completely new skin for the building which ensures that there is a proper envelope seal (seal of the building) to protect the new interior from the elements and ultimately makes the exterior as beautiful as the interior will be.

Summary of Change Order

Overall, the proposal that the Town received for the re-sheeting was thorough and complete and having spoken to Alliance Roofing in the field, Staff is comfortable that the scope they're completing will be thorough and address the Town's needs sufficiently. Additionally, the architect has signed off on the code compliance aspect of this change.

The cost of this change order, based on Staff calculations using the means data and confirmed SF (square foot) pricing from contractor colleagues, is favorable for the Town. The change order prices out as slightly below \$16 per SF and initial calculations had this approaching \$19 per SF.

Overall, Staff feels comfortable with the pricing and think this is a good solution to finish the building out the right way.

Staff Recommendation

Staff recommends the Board authorize the Town Manager to execute a change order with KTK General Contracting, Inc. in an amount not to exceed \$165,740.09 for the compilation of the Exterior Re-Sheeting of the Old Public Works Building now referred to as the Community Safety Building.

Attachments

1. Change Order from KTK General Contracting, Inc.

ALLIANCE roofing Holdings Inc.

Sent Daymon to
Lawrence 3/25

15657 E. Centretech Circle ~ Aurora, Co 80011 (O) 720-859-1200 (F) 720-859-1199

PROPOSAL SUBMITTED TO	Date: 3-25-24	Phone: 303-355-0013
Name: KTK General Contracting	Job: Bennett Community Safety Remodel	
Street: 3755 W 69 th Pl	Street: 365 Plamer Ave	
City: Westminster	City: Bennett	
State/Zip: CO 80030	State/Zip: CO 80102	

We hereby submit specifications and estimates for:

Re Roofing and Re siding building

- Tear Off and dispose of existing metal siding and roofing and dispose of
- Install New 24-gauge prefinished PBR II Panel
- Color TBD
- Install Tyvek underlayment at wall panels and roofing
- Install New Rake Drip and ridge corners starters Ect to conceal and complete roofing and walls
- Install 6" Custom Gutters and downspouts
- Price includes all needed accessories to complete roofing and wall panels
- Warp all penetrations coming through roofing

\$150,672.81

Excludes: Taper system, framing, Screen wall framing doors, caps & louvers, AC curbs or any part of the condenser unit isolators above the roofing system, any non-roofing accessories or hardware, snow removal, code upgrades or any items not listed above are not included in the price. Excludes any conflict in construction documents

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. All estimates / contracts are subject to approval by company. 2. Owner / general contractor further agrees that the equity in this property is security for this estimate / contract. This estimate / contract shall become binding upon verbal or written acceptance by company or by an authorized agent of the company or upon commencement of the work. 3. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this estimate / contract, are not included and will be charged as an extra on a time and material basis. 4. This estimate / contract will expire 20 days from date unless extended in writing by the company. After 20 days, the company reserves the right to revise the estimate / contract's price in accordance with the costs in effect at the time. 5. If material has to be reordered or restocked because of a cancellation by the owner / general contractor, there will be a restocking fee equal to fifteen percent (15%) of the estimate / contract price. 6. Owner / general contractor agrees that they have not relied upon any representations other than those provided in writing by company. 7. Labor warranty does not cover damage to roofs caused by lightning, gale (50mph), hurricane, tornado, hailstorm, impact of foreign objects or other violent storms. Casualty or damage to roofs due to settlement, distortion, failure, or cracking of the roof deck, walls or foundation of a building OR any cracking of driveways caused by normal roofing procedures. 8. Owner / general contractor understands that this estimate / contract may be performed by an independent contractor hired by the company. 9. Any measurements given verbally or from blue prints by owner / general contractor OR any extra work agreed to by owner / general contractor the owner / general contractor agrees to pay contractor any extra materials/labor needed to complete roofing system. 10. All final amounts due shall be paid in full upon completion of work by company unless other payment | <ol style="list-style-type: none"> terms are agreed to in writing. Failure to pay all amounts due within this time period will permit company to add back into the purchase price the 5% discount given in the initial estimate / contract. 11. "Completion" means the date on which all initial work is completed, not the date of inspection by the county officials. Company warrants that its work will pass inspection. If additional work is required after completion in order to pass inspection, company agrees to perform work necessary to obtain approval. 12. This estimate / contract is not contingent upon receipt of any monies from insurance or from any other source unless set forth in writing. 13. Interest on all overdue amounts shall be added at the rate of 18% per annum. Owner / general contractor agrees to pay all costs, collection or attorney fees that may be incurred by company to enforce the terms of this estimate / contract or any liens. 14. Signer of estimate / contract represents that he/she has full authority to enter into this agreement and that he/she is the legal owner of the property and personally guarantees all amounts due. 15. Owner / general contractors agrees that during the new construction/remodeling process that the company will not be held responsible for any damage caused by acts of God. 16. Owner / general contractor understand that the roof and exterior components require periodic maintenance as recommended by the NRCA & ARMA. Owner / general contractor forfeits any right to claims for material or labor warranties if such maintenance is not performed. 17. Regardless if this contract / estimate has been signed by owner / general contractor and that by agreeing to the amount of the estimate / contract the owner / contractor agrees to all specifications and terms of the estimate / contract. 18. The specifications & terms in this estimate / contract signed or not signed will supersede all other contracts. |
|---|--|

AMOUNT: TBD

TERMS: Mutual agreement

BY: Seth Grear

For Alliance Roofing Holdings Inc.

Acceptance of Contract

Signature of Owner

Date

Signature of Co-Owner (if applicable)

Date

Suggested Motion

I move to authorize the Town Manager to execute a change order with KTK General Contracting, Inc. in an amount not to exceed \$165,740.09 for the compilation of the Exterior Re-Sheeting of the Old Public Works Building now referred to as the Community Safety Building.

Board of Trustees: Organization and Committee Assignments

Organization/Committee	Description		Meeting Schedule	Current Members		Changes April 2024	
				Member I	Member II	Member I	Member II
<u>Organizations</u>							
Adams County Quarterly Dinners/Monthly Managers Lunches	Adams County Commissioners, City/Town Elected Officials and Managers meet Quarterly to network and communicate about shared issues. City Managers meet at Lunch monthly.		Quarterly	Pindell (Mayor) Stiles (Administrator)	Barden (Trustee)	Oakley (Mayor) Stiles (Administrator)	Barden (Trustee)
Arapahoe County Mayors/Managers Breakfast	Adams County Commissioners, City/Town Mayors and Managers meet bi-monthly at a breakfast meeting to network and communicate about shared issues.		Quarterly 7:30 a.m.	Pindell (Mayor) Stiles (Administrator)		Oakley (Mayor) Stiles (Administrator)	
Regional Economic Advancement Partnership (REAP)	A group representing the communities on the east I-70 corridor that exists to promote economic development along the corridor.		Monthly 2 nd Thursday 11:45 a.m.	Pindell (Mayor) Sus (Trustee)	Thompson (EDP Manager) Oakley (Trustee)		Thompson (EDP Manager)
I-70 Corridor Chamber of Commerce	The I-70 Corridor Chamber of Commerce was formed in 1992 by interested citizens from the Eastern Colorado towns of		Monthly 3 rd Wednesday 12:00 noon	Oakley (Trustee)	Kroh (EDP)		Kroh (EDP)

Board of Trustees: Organization and Committee Assignments

	Watkins, Bennett, Strasburg, Byers, and Deer Trail to promote business along the corridor.						
Denver Regional Council of Governments (DRCOG)	The Denver Regional Council of Governments (DRCOG) fosters regional cooperation among county and municipal governments in the Denver metropolitan area.		Various	Vittum	Pindell (Alternate) Thompson (Planning)		
Aurora Chamber of Commerce	Chamber of Commerce organization representing businesses in Aurora and the SE metro area.			White (EDP)	Harrell (Mayor Pro Tem) Sus (Trustee)	Staff (EDP)	
Colorado Municipal League (CML)				Pindell (Mayor)	Stiles (Policy Committee)		Stiles (Policy Committee)
<u>Committees</u>							
Water Committee	Committee addressing water and sewer issues for the Town.		Varies	Bayley	Metsker	Bayley	Metsker
Mosquito Committee	Represents the Town on Mosquito issues with Tri-County Health et al		Varies	Price (PWD)			

Board of Trustees: Organization and Committee Assignments

Bennett Advisory Committee	A committee addressing economic development opportunities for the Town. Bennett Business Advisory Committee.		Varies	Pindell (Mayor)	Thompson (EDP) Kroh Oakley (Trustee) Alternate		Thompson (EDP) Kroh
Sales Tax Oversight Committee (Streets)	Citizen Committee to review and make recommendations regarding street issues		Varies	Sus (Trustee)	Smith (Trustee)		
Bennett Gives Back Grant Committee	Committee to review grant applications and make recommendations to the Board		Varies	Pindell (Mayor)	Smith (Trustee)		