City Council Agenda
Tuesday, January 15, 2019
2460 E. Quincy Avenue, Cherry Hills Village CO 80113
Joint Public Safety Facility

5:30 p.m. – Study Session: Tour New City Hall Construction Site

Final Meeting of the Outgoing City Council

6:30 p.m. – Regular Meeting

1. Call to Order

2. Roll Call of Members

3. Pledge of Allegiance

4. Audience Participation Period (limit 5 minutes per speaker)

5. Approval of Minutes
   a. November 20, 2018
   b. December 12, 2018

6. Remarks from City Council to Outgoing Mayor and Mayor Pro Tem

7. Presentations to Outgoing Mayor and Mayor Pro Tem by City Manager

8. Remarks from Outgoing Mayor and Mayor Pro Tem

9. Adjournment

Organizational Meeting of the New City Council

10. Oaths of Office – Administered by City Clerk Laura Gillespie
   a. Mayor
   b. Councilors Districts 2, 4 and 6

11. Call to Order

12. Roll Call of Members

***Agenda Continues on Second Page***
13. Approval of Agenda

14. Incoming Comments by New Council Members

15. Appointment of Mayor Pro Tem

16. Audience Participation Period (limit 5 minutes per speaker)

17. Consent Agenda
   a. Appointment of City Clerk, City Treasurer and City Attorney
   b. Resolution 1, Series 2019; Designating the Public Place for Posting Notices of Regular and Special Meetings
   c. Resolution 2, Series 2019; Reappointing James E. Turre as the Municipal Judge and John F. Welborn as the Alternate Municipal Judge

18. Items Removed From Consent Agenda

19. Unfinished Business
   a. Council Bill 10, Series 2018; Declaring the Organization of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District (second and final reading)
   b. Resolution 3, Series 2019; Accepting and Approving an Easement Agreement with Denver First Church for a Non-Motorized Public Trail and Authorizing the Expenditure of Funds in Payment Therefor, and Repealing Resolution 9, Series 2016 (tabled from the December 12, 2018 meeting)

20. New Business
   a. Resolution 4, Series 2019; Entering Into an Intergovernmental Agreement Regarding Maintenance of the High Line Canal Underpasses at Hampden Avenue and Colorado Boulevard
   b. City Council Liaison Assignments
   c. Quincy Farm Committee Vacancy
   d. Cherry Hills Land Preserve Donation for John Meade Park

21. Reports
   a. Mayor
   b. Members of City Council
   c. Reports from Members of City Boards and Commissions
   d. City Manager and Staff
      (i) Department Monthly Reports
      (ii) Unaudited Financial Statements
   e. City Attorney

22. Adjournment

Notice: Agenda is subject to change. If you will need special assistance in order to attend any of the City’s public meetings, please notify the City of Cherry Hills Village at 303-789-2541, 48 hours in advance.
Minutes of the  
City Council of the City of Cherry Hills Village, Colorado  
Held on Tuesday, November 20, 2018 at 6:30 p.m.  
At the Joint Public Safety Facility

Mayor Laura Christman called the meeting to order at 6:30 p.m.

**ROLL CALL**

Mayor Laura Christman, Councilors Randy Weil, Earl Hoellen, Mike Gallagher, Dan Sheldon, and Katy Brown were present on roll call. Also present were City Manager Jim Thorsen, Deputy City Manager and Public Works Director Jay Goldie, Assistant City Attorney Tim Cox, Community Development Director Rachel Granrath, Finance Director Jessica Sager, Police Commander Pat Weathers, Parks and Recreation Coordinator Emily Black and City Clerk Laura Gillespie.

Absent: Councilor Al Blum

**PLEDGE OF ALLEGIANCE**

The Council conducted the pledge of allegiance.

**APPROVAL OF AGENDA**

Councilor Sheldon moved, seconded by Councilor Brown to pull Item 9b from the agenda for further discussion at a later date.

The motion passed unanimously.

City Manager Thorsen explained that the approval of the agenda had been added to allow Council to pull items off the agenda or rearrange items on the agenda.

Councilor Brown noted that a member of the Art Commission was present, and the agenda was lengthy.

Councilor Brown moved, seconded by Councilor Weil to move Item 10c to before Unfinished Business.

The motion passed unanimously.

**AUDIENCE PARTICIPATION PERIOD**

None
CONSENT AGENDA

Mayor Pro Tem Hoellen moved, seconded by Councilor Brown to approve the following items on the Consent Agenda:

   a. Approval of Minutes – October 16, 2018

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None

ITEM 10C

Members of City Boards and Commissions

Art Commissioner Alison Lynch explained that she did not have a report but was present in case Council had any questions about the budget that she could help answer.

UNFINISHED BUSINESS

Contract for Services with Excavation and Construction Specialist

Deputy City Manager/Director Goldie explained that in September the City accepted bids for the Quincy Farm sanitary sewer installation project to provide sanitary sewer service to both the Main House and the historic Hopkins House. At the October 2, 2018 Council meeting staff requested that Council table consideration of the contract as there was an apparent conflict with a waterline. However, since then staff confirmed that no such conflict existed. Staff had been in contact with the contractor who had been very accommodating in scheduling the City’s project for later in the year and holding their price as bid for the contract.

Councilor Sheldon asked about the size of the waterline.

Deputy City Manager/Director Goldie confirmed that a 72” waterline ran east down Quincy Avenue from Marston Reservoir to the pump station at Quincy and Holly and into Aurora.

Councilor Sheldon asked about the impact of this project on the Quincy Farm maintenance budget.

Deputy City Manager/Director Goldie replied that the City had underspent on the maintenance budget for Quincy Farm and this contract would not impact funding for any other projects at Quincy Farm.
Councilor Brown noted that the contract stated the work would begin within 30 days and be completed within ten days of beginning. She asked if that was still a reasonable timeframe given the holidays and potential winter weather.

Deputy City Manager/Director Goldie replied that the contractor estimated they could complete the work in five days and staff was comfortable with the ten-day deadline, but staff would work with the contractor on the deadline if needed.

Councilor Brown asked if the project would have any impact to traffic on Quincy Avenue.

Deputy City Manager/Director Goldie replied that there would be minimal impact, mostly to the Quincy trail.

Councilor Weil asked about the need for two tap fees.

Deputy City Manager/Director Goldie replied that one of the tap fees was for conveyance of the sewage and the other was for the collection and treatment of the sewage. He added that separate taps were required for each home.

Councilor Weil asked about the stub-out for the carriage house/garage.

Councilor Brown replied that the garage was not part of the National Register of Historic Places designation and there had been a lot of discussion by the Quincy Farm Visioning Committee about potential future uses for the building. She indicated that the possible uses might involve significant renovations to the garage and would be considered as part of long-range planning for the property.

Mayor Christman added that there had been some discussion by the Quincy Farm Committee of converting the garage to an arts and crafts studio.

Deputy City Manager/Director Goldie explained that a full tap was not possible at this time since there was no final design for the garage. He added that when a tap was installed it would be at a reduced fee because the garage was an accessory structure rather than a home. He indicated that installing a stub-out now would provide room in case the building was redesigned.

Mayor Pro Tem Hoellen asked about the other house on the east side of the property.

Deputy City Manager/Director Goldie explained that it had been hooked up to sewer years ago because the septic field had gone bad.

Councilor Sheldon moved, seconded by Councilor Brown to approve the Contract for Services with Excavation and Construction Specialist in the amount of $72,000.00 and
$29,270.00 for related tap fees for a total expenditure of $101,270.00 and authorize the expenditure of these funds.

The motion passed unanimously.

NEW BUSINESS

Public Hearing - Proposed 2019 Budget

Director Sager presented the proposed 2019 budget on first reading. A study session was held on October 2, 2019 and department heads had met with their respective Council liaisons. 2019 General Fund budgeted revenues were more than the budgeted expenditures, resulting in a surplus of $64,770 that staff proposed to transfer into the Capital Fund in order to create a balanced budget as required by the Charter. The proposed 2019 budget projected the General Fund balance to end 2019 at approximately $9.5 million, an increase of 20% from the 2018 adopted budget. The Capital Fund expenditures were budgeted to exceed revenues by approximately $960,000 and the Capital Fund balance was estimated to end 2019 at approximately $3.3 million. The Parks and Recreation Fund expenditures were budgeted to exceed revenues by approximately $960,000 and the Parks and Recreation Fund was forecasted to end 2019 with a balance of approximately $874,000. A few changes had been made to the proposed budget since the October study session including updated employee salaries based on the salary survey from the Colorado Municipal League. A new fund for the Cherry Hills Village Charlo Park 3rd Filing General Improvement District was included in the draft 2019 budget using preliminary cost estimates received from Stifel Financial Corporation. The estimates would need to be amended once actual costs were received from Xcel Energy. An updated long range financial plan was on the dais for Council’s reference.

Mayor Christman explained that Councilor Sheldon had identified important questions related to the new General Improvement District (GID) and Council would hold a study session at their December meeting to review the costs and obligations associated with the GID.

Mayor Pro Tem Hoellen asked for confirmation that the cost of the GID improvements of $500,000 would come from bonds which had not yet been issued, and the bonds would be supported by a tax levy.

Director Sager confirmed that was correct.

Mayor Pro Tem Hoellen asked if the City would guarantee the obligation.

City Manager Thorsen replied that the special assessment district was guaranteed by the property owners and their properties. He explained that the County would collect the taxes and remit them to the City, and the City would pay the assessment to Xcel Energy.
Councilor Sheldon asked if the budget could be amended at a later date to remove the GID fund if necessary.

Director Sager confirmed that was correct.

Director Sheldon asked about the inclusion of the fund in Council Bill 9, Series 2018.

Director Sager explained that the fund had to be created by ordinance so staff had included it as part of Council Bill 9, Series 2018.

Councilor Sheldon asked about the Economic Conditions section on page 2 of the budget which stated that the City began experienced the effects of downturn in the housing market beginning in 2012.

Councilor Brown explained that the delay was due to the cycle of property tax assessments. She asked that the annual membership of the Centennial Airport Community Noise Roundtable be moved into the City memberships section of the budget instead of the Council membership section to clarify that the benefits of the membership were to the entire City and not to just to Council or to a single Council member. She confirmed that the green building rebates program was no longer funded. She asked how many School Resource Officers the City had.

Director Sager replied that the City had one School Resource Officer for all three schools.

Councilor Brown confirmed that line item was only for supplies, not for salary. She asked about the line item in the Conservation Trust Fund for dredging the Village Center pond.

Deputy City Manager/Director Goldie explained that the pond had not be dredged in over 20 years. He added that the redevelopment of John Meade Park included dredging of the wetlands but did not include any dredging of ponds.

Councilor Brown suggested removing that line item if it was not needed.

Councilor Gallagher asked if there was a need to dredge the pond.

Deputy City Manager/Director Goldie replied that it had not been studied so was unknown.

Director Granrath noted that the City Engineer had looked at the pond as part of the floodplain development process for the new City Hall.

Deputy City Manager/Director Goldie agreed but added that study had been from an engineering standpoint rather than an environmental standpoint.
Councilor Brown asked if that would be an appropriate issue for the Parks, Trails and Recreation Commission (PTRC) to research.

Mayor Pro Tem Hoellen asked if dredging the pond would impact the study done for the floodplain development permit.

City Manager Thorsen replied that any effect would be minimal. He suggested that Council could allocate funds to perform a study in 2019 to determine if the pond should be dredged.

Director Granrath added that the City Code allowed for administrative approval of pond dredging.

Councilor Brown suggested adding funding to the budget for a study.

City Manager Thorsen indicated that staff would get an estimate and add it to the budget for second reading. He noted that he would expect a study would cost roughly $20,000.

Mayor Christman noted that the Public Safety budget identified Arapahoe House under Other Contractual Services, but that organization no longer existed. She suggested making that item more general.

Mayor Pro Tem Hoellen asked Commander Weathers if the Police Department had made any budget requests that were not included in the proposed budget, or if there were any requests they would have wanted but had not made.

Commander Weathers replied there were none.

Mayor Pro Tem Hoellen asked Director Sager if all funds from South Suburban were utilized solely for parks and recreation within the Parks and Recreation Fund.

Director Sager replied that they were.

Mayor Pro Tem Hoellen emphasized the importance of the long range financial plan. He asked about a change in the plan from the version in September.

Director Sager replied that she would compare and let Mayor Pro Tem Hoellen know.

Mayor Pro Tem Hoellen stated that the City was an excellent financial shape.

Councilor Gallagher asked about the reasoning behind the 19% that staff used to divide parks expenses from general expenses.
City Manager Thorsen replied that former Finance Director Karen Proctor had determined the percentage of each staff person’s position that was spent on tasks related to the Parks Department. He noted that the formula could be included in the budget.

Councilor Brown asked how often that percentage was reviewed.

Director Sager replied that it was reviewed every year.

City Manager Thorsen added that the allocation began about two years ago.

Mayor Pro Tem Hoellen recommended that Council address the misunderstanding in the community regarding South Suburban and how those funds had been and were being used. He indicated that recently the view that South Suburban money was not being used for parks and recreation purposes had been circulated. He added that $1.5 million had been lent from the General Fund to the Parks Fund when the South Suburban exclusion occurred and Council had forgiven that loan in 2015. He stated that everyone on Council had always worked hard to understand the facts underlying the issue at hand. He indicated that purchasing land, maintaining and enhancing land, personnel and equipment to maintain and enhance the land, and offices and storage for the personnel and equipment were all legitimate parks and recreation activities. He noted that if Council decided not to spend parks funding on certain parks and recreation activities. He noted that if Council decided not to spend parks funding on certain parks and recreation activities that was fine, but it was not true to say that any of those activities were not legitimate. He stated that it was not true that the City was spending parks and recreation funds on non-parks and recreation activities. He recommended that Council develop a plan to better communicate to the residents about this issue.

Councilor Weil agreed that he had been in contact with several residents who were suspicious of what would happen to the South Suburban funds once the payments to South Suburban were complete in 2019. He recognized that the City had many established ways to communicate with the public but indicated that new and more meaningful ways were needed to engage the public at large.

Mayor Christman noted that some of the misunderstanding might come from a lack of knowledge about the situation before the South Suburban exclusion. She explained that prior to the exclusion the City had no parks and recreation staff, equipment or offices but had relied on the South Suburban staff, equipment and offices. She indicated that the exclusion ballot language had been clear in its intent to create a City Parks Department including hiring staff and buying equipment, in addition to support of open space. She noted that the General Fund had lent $1.5 million to the new Parks Fund for employees and equipment. She stated that the City had a phenomenal Parks Department. She added that because the City was efficient many City employees did more than one job and therefore the 19% allocated the parks portion of employee tasks to the Parks Fund.
Councilor Weil agreed but noted that Mayor Pro Tem Hoellen was correct that there was a lot of misunderstanding in the community and it was hard to communicate effectively to provide correct information. He suggested holding a special public meeting.

Councilor Brown agreed that a special meeting could be useful but noted that it would solve the issue only if the public attended.

Mayor Pro Tem Hoellen suggested that the City send out a comprehensive report separate from the Crier as people did not always pay attention to the Crier. He noted that the Parks Department used office and equipment space owned by the City but if they did not then they would have to rent space for offices and equipment storage. He cautioned that input at a public meeting would be from a limited number of residents and funding policy should not be changed based on that input as it would not represent the City as a whole.

Councilor Weil suggested communication through a variety of methods.

Mayor Christman added the 19% allocation had been established in coordination with the City Attorney after careful legal review of the South Suburban exclusion language.

City Manager Thorsen thanked Director Sager for her work on the proposed 2019 budget. He noted that all staff requests were included and this was the first budget in at least the last 13 years with a surplus in the General Fund that required a transfer. He indicated that when he had first started as City Manager he had been concerned about the budget but was now very comfortable with the budget and the City’s long range financial plan. He thanked Council, the department heads, staff, and Director Sager for their work.

Mayor Pro Tem Hoellen quoted Margaret Thatcher regarding consensus, “The process of abandoning all beliefs, principals, values, and policies in search of something in which no one believes, but to which no one objects; the process of avoiding the very issues that have to be solved, merely because you cannot get agreement on the way ahead. What great cause would have been fought and won under the banner ‘I stand for consensus?’” He thanked staff for their time and work on the budget and long term financial plan.

Mayor Christman opened the public hearing at 7:23 p.m.

Alice Abrams, 105 Meade Lane, indicated her support of Council sending a letter to all residents detailing their accomplishments and clarifying information about the Parks Fund, the budget, and the roundabout.

Hearing no further comments the public hearing was closed at 7:26 p.m.
Councilor Weil indicated that he understood Mayor Pro Tem Hoellen on the issue of consensus but that there was a distinction between consensus and seeking public input and there was value to public input.

Mayor Pro Tem Hoellen agreed.

Councilor Brown moved, seconded by Mayor Pro Tem Hoellen to approve Council Bill 8, Series 2018; A Bill for an Ordinance Adopting a Budget and Levying Property Taxes for the City of Cherry Hills Village, Colorado for the Fiscal Year 2019 on first reading.

The following votes were recorded:

- Weil     yes
- Gallagher yes
- Hoellen  yes
- Brown    yes
- Sheldon  yes

Vote on the Council Bill 8-2018: 5 ayes. 0 nays. The motion carried.

Councilor Brown moved, seconded by Mayor Pro Tem Hoellen to approve Council Bill 9, Series 2018; A Bill for an Ordinance of the City of Cherry Hills Village, Colorado Authorizing Appropriations for Fiscal Year 2019 and Creating a Fund for the Cherry Hills Village Charlou Park 3rd Filing General Improvement District on first reading.

Councilor Sheldon questioned approving Council Bill 9, Series 2018 with the creation of the GID fund before Council fully understood the GID. He suggested approving the budget without the new fund and adding the fund as needed in January.

Mayor Pro Tem Hoellen noted that while the creation of the fund could be approved on first reading tonight and removed for second reading of the budget in December, it could not be removed tonight and approved in December.

Councilor Brown noted that if the fund were removed tonight and Council determined that they did want to create it after the December 12, 2018 study session, it could be approved on first reading that night and on second reading in January.

Councilor Sheldon asked if the creation of the new fund had to happen in conjunction with the approval of the 2019 budget.

City Manager Thorsen noted that Council could approve Council Bill 9, Series 2019 as it was, they could approve it pending organization of the GID, or they could remove the new fund from the council bill and create it through a separate council bill at a later time.
Councilor Sheldon warned against rushing a decision because Council felt the timeline was short prior to understanding the issue more thoroughly. He suggested creating the new GID fund at a later date after Council felt comfortable with the issue.

Mayor Pro Tem Hoellen asked if Council Bill 8, Series 2018 had to be amended because it included the new fund.

City Clerk Gillespie explained that there were two parts to Council Bill 9, Series 2018, the appropriations and the creation of the new fund. She indicated that the first part was standard every year and needed to be approved tonight on first reading in order for the budget to be approved in December, while the creation of the new fund could be removed.

City Manager Thorsen added that removing the creation of the fund would not affect the rest of the budget or the Council’s approval of Council Bill 8, Series 2018.

Councilor Brown withdrew her motion.

Councilor Sheldon moved, seconded by Councilor Brown to approve Council Bill 9, Series 2018; A Bill for an Ordinance of the City of Cherry Hills Village, Colorado Authorizing Appropriations for Fiscal Year 2019 on first reading.

The following votes were recorded:

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Vote on the Council Bill 9-2018: 5 ayes. 0 nays. The motion carried.

Council Bill 10, Series 2018; Declaring the Organization of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District (first reading) - TABLED

Council Bill 11, Series 2018; Amending Section 18-1-20 Table 1-D of the Municipal Code Concerning Drainage Review and Engineering Review Fees (first reading)

Director Granrath presented Council Bill 11, Series 2018 on first reading. She indicated that the proposed amendments would raise the City’s fees for engineering and drainage reviews in order to cover the City’s costs to pay the City Engineer to perform these reviews. She explained that fees had not been increased since 2012 and since then the costs for these reviews had increased across the industry due to inflation, increased building activity and demand, higher standards of design and higher standards per the regulatory agencies. She noted that City Engineer Kimley-Horn was competitive in their pricing and services. She explained that staff had chosen to wait to increase the fees in
the Code until the costs of Kimley-Horn’s reviews could be determined accurately in order to ensure that the City fees covered costs.

Mayor Pro Tem Hoellen asked if the new regulations required more City staff time.

Director Granrath replied they did not.

Councilor Weil asked about the increase in City Engineer services.

Director Granrath replied that the previous cost increase had been in 2012 when the City had last renewed its contract with ICON Engineering, and those costs had not increased until the City had contracted with its current engineer, Kimley-Horn, in 2017. She noted that the rates for Kimley-Horn and ICON Engineering had been similar in their 2017 bids so the City would have seen a fee increase with either firm.

Councilor Weil asked if the amended fees would cover the increase in City Engineer fees.

Director Granrath confirmed that they would.

Deputy City Manager/Director Goldie added that staff had waited to propose the fee increase in order to see what Kimley-Horn’s actual costs would be since they had several different engineers working at different rates on City projects.

Councilor Sheldon asked about the City’s building fees which were updated separately.

Director Granrath replied that the two types of fees were updated at different times because the request for proposals (RFP) for building inspection services was on a different timeline than the RFP for engineer services. She added that part of the Code Modernization project would be to adopt all the fees by resolution instead of ordinance in order to streamline the process.

Councilor Sheldon noted that he had been in communication with the City’s consultant for the Code Modernization project and recommended it be taken up again in January.

Director Granrath agreed and stated she would organize another meeting of the Steering Committee to review the draft Code revisions.

Councilor Sheldon asked if staff was happy with Kimley-Horn as the City Engineer.

Deputy City Manager/Director Goldie replied that while the City had had a very good relationship with the former City Engineer, ICON Engineering, Kimley-Horn had a broader expertise which was very helpful.

Director Granrath added that after some initial adjustments staff had a good relationship with Kimley-Horn.
Councilor Brown moved, seconded by Councilor Weil to approve on first reading of Council Bill 11, Series 2018; approving the amendments to Section 18-1-20, Table 1-D of the Cherry Hills Village Municipal Code concerning Drainage Review and Engineering Review fees.

The following votes were recorded:

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Vote on the Council Bill 11-2018: 5 ayes. 0 nays. The motion carried.

Resolution 28, Series 2018; Approving an Intergovernmental Agreement with Arapahoe County for Dispatch Services in 2019

Commander Weathers explained that Arapahoe County had provided dispatch services for the City since the 1960s and had done so by Intergovernmental Agreement (IGA) since 2010. He explained that the increase in cost for 2019 was due to wage increases at the County and the vehicle licenses for the City’s patrol cars.

Mayor Christman noted that the public usually only heard about dispatch services when a mistake was made, but Arapahoe County dispatch was excellent and very highly ranked.

Commander Weathers agreed and noted that Arapahoe County was one of the best dispatch services in the state if not the country. He explained that the current Sheriff had implemented many technological advances, had a very competent staff and had developed great relationships with the municipalities including Cherry Hills Village. He stated that the City was very fortunate to be able to use the service and that it was very effective and efficient for the cost.

Councilor Gallagher moved, seconded by Councilor Sheldon to approve Resolution 28, Series 2018, approving an intergovernmental agreement with Arapahoe County for dispatch services in 2019.

The motion passed unanimously.

Resolution 29, Series 2018; Appointing a New Member to the Cherry Hills Village Art Commission

City Clerk Gillespie presented Resolution 29, Series 2018. She explained that Art Commissioner Doug Smooke had moved out of the City and therefore resigned from the
Commission. Applications had been solicited through the Crier and City website. Mayor Christman and Councilor Weil had interviewed the applicant and recommended appointment of Pamela Hall. The new member would complete Mr. Smooke's term and end in 2019. Council had previously given staff direction to have the term end in May rather than in July to coincide with other City board, commission and committee terms.

Councilor Brown moved, seconded by Councilor Weil to approve Resolution 29, Series 2018; appointing a new member to the Cherry Hills Village Art Commission. The motion passed unanimously.

Resolution 30, Series 2018; Approving an Intergovernmental Agreement with the City and County of Denver Board of Water Commissioners for Tree Maintenance on the High Line Canal

Coordinator Black presented Resolution 30, Series 2018. She explained that jurisdictions along the High Line Canal were collaborating with Denver Water to coordinate tree pruning and removals. The High Line Canal Working Group, of which Cherry Hills Village was a member, had determined that it would be most effective for Denver Water to hold and manage a contract for tree work along the entire Canal, and for jurisdictions to each make financial contributions. The High Line Canal Conservancy was spearheading messaging about the project and would be coordinating with Denver Water as the work took place. They planned to keep the public updated through the Conservancy's website and possible on-site signs. Denver Water worked with each High Line Canal Working Group member to determine a contribution amount to the contract. The City’s portion of the tree maintenance project was determined to be $10,000. Cherry Hills Village was an especially vegetated section of the canal, and 75 trees within the project scope were located within the City. Those 75 trees represented an estimated $77,000 worth of maintenance work. The entire amount of funding for this project had been included in the 2019 Parks and Recreation Fund budget.

Councilor Brown asked about the City’s 75 trees.

Coordinator Black replied that those were the trees identified as having issues that needed to be addressed within the City, not the total number of trees in the City’s portion of the Canal.

Councilor Sheldon noted that it had been a long process to identify the trees that would be part of this project.

Coordinator Black agreed and noted that 29 of the 75 trees would be removed.

Councilor Brown noted that removing trees often raised concerns among residents.
Deputy City Manager/Director Goldie added that City staff had spent significant time with Denver Water staff to determine which trees needed maintenance, which should be removed, and which should stay as habitat trees.

Coordinator Black noted that three dead trees had been chosen to stay as habitat trees.

Mayor Pro Tem Hoellen noted that the City was getting a good deal to pay $10,000 for $77,000 worth of work. He asked how the City’s portion had been determined.

Deputy City Manager/Director Goldie explained that the project had originally been bid out and three bids had been received but they were all very high, about triple the final project cost of $650,000, so forestry staff from the communities along the High Line Canal had looked at each tree and determined the appropriate cost for the project and then had found a contractor who would do the work at that cost.

Councilor Brown asked who was technically responsible for the trees along the Canal.

Deputy City Manager/Director Goldie replied that it depended on the location of the trees, and in Cherry Hills Village it was about a 50/50 split between the City and Denver Water.

Councilor Brown indicated that while this was a good deal for the City, Denver Water could be quick to claim authority for the entire Canal when it benefited them but also quick to share costs when they could.

Coordinator Black noted that the City typically budgeted $3,000 per year for tree maintenance on the Canal and this project would be two years’ worth of work.

Mayor Pro Tem Hoellen asked if City staff would be working on this project.

Coordinator Black explained that there were jurisdictions who were contributing staff time to the project but the City would normally hire a contractor to do this work so the City was only contributing funds to the project.

Mayor Pro Tem Hoellen asked about the term “jurisdictional crews” in the intergovernmental agreement (IGA).

Coordinator Black replied that staff from Denver and Highlands Ranch were working with Denver Water’s crews.

Mayor Pro Tem Hoellen noted that the IGA stated that the City was required to make all payments no later than the date the IGA expires. He noted that his preference was not to pay until it was required.

Coordinator Black replied that was correct but that the City planned to pay the entire $10,000 in 2019.
Mayor Christman asked about using some of the trees that would be removed as material for the new playground at John Meade Park.

Coordinator Black replied that staff had spoken to the City’s consultant, Mundus-Bishop, about that possibility but that most of the trees being removed along the Canal were cottonwoods.

Deputy City Manager/Director Goldie added that cottonwoods were a soft wood.

Coordinator Black explained that soft wood like cottonwoods wore down quickly and were not ideal for use on a playground.

Mayor Christman asked if any of the trees being removed in other jurisdictions as part of this project could be used.

Coordinator Black replied that pine would be best to use for the play structure and to her knowledge no pine trees were being removed as part of this project.

Councilor Weil asked for confirmation that this project would not affect the City’s rights to the Canal.

Assistant City Attorney Cox replied that this project was strictly for maintenance and thus would make no changes to the City’s jurisdictional rights.

Councilor Sheldon moved, seconded by Councilor Brown to approve Resolution 30, Series 2018, approving an Intergovernmental Agreement with the City and County of Denver Board of Water Commissioners for Tree Maintenance on the High Line Canal.

The motion passed unanimously.

**Contract for Services with Kimley-Horn for Quincy Farm Dam Evaluation**

Deputy City Manager/Director Goldie explained that one of the priority projects identified for Quincy Farm in 2018 was an investigation of the dam on the property in order to help determine future work on the pond, including what options were available to maintain the pond and improve the health of the habitat. He indicated that staff had received two bids for the proposed evaluation of the Quincy Farm dam. He stated that staff was recommending that the City contract with the City’s current engineering firm, Kimley-Horn, for this project. He added that the Quincy Farm Committee had recommending moving forward with this project. Funding for the project would come from the $75,000 budgeted in 2018 for consultants at Quincy Farm.

Mayor Pro Tem Hoellen noted that the scope of work stated up to six borings.

Deputy City Manager/Director Goldie replied that there would be six borings.
Mayor Pro Tem Hoellen asked if this study would be the precursor to another study.

Deputy City Manager/Director Goldie replied that this study would provide staff with everything they needed to know in order to contract with an engineer to do any required work.

Councilor Sheldon asked about the purpose of the dam.

Mayor Christman explained that historically the dam had held irrigation water from the High Line Canal and Quincy Farm had ditch and water rights for irrigation purposes, but when Cat Anderson turned the Farm into a wildlife area she had stopped using the dam and it had not been evaluated or maintained since then. She added that Denver Water still allowed the pond to be filled with water from the Canal for irrigation purposes.

Deputy City Manager/Director Goldie added that irrigation water from the well was used for the property when irrigation water was not available from the Canal.

Mayor Christman agreed and noted that the well water had become salinized and the water table had lowered making use of the well impractical. She stated that once Denver Water’s plan to convert the High Line Canal from irrigation water to stormwater was complete, water from the Canal would no longer be able to be used for the Quincy Farm pond because of the state regulations limiting use of stormwater to 72 hours.

Councilor Sheldon indicated that the dam and pond were assets worth examining.

Councilor Brown added that the Quincy Farm Visioning Committee had had extensive discussions regarding the role of the pond and the general consensus was that the pond was critical to maintaining the identity of the property. She noted that while she would not want to spend money unnecessarily, she believed that this study could provide information that would help the Quincy Farm Committee and Council steer through a possibly emotional discussion about the pond.

Mayor Christman noted that many people believed the pond could be filled with stormwater which was not true. She added that Denver Water was in the process of buying out ditch and water rights and while they had not yet approached the City about purchasing theirs, Denver Water was currently in negotiations with Fairmont Cemetery which used water from the Canal to irrigate their pasture and oak trees. She indicated that the City should get paid at least what Fairmont Cemetery did for their ditch and water rights.

Deputy City Manager/Director Goldie added that Denver Water had already negotiated for all the rights past Fairmont Cemetery.

Councilor Sheldon indicated that he appreciated the historical information and agreed that the study of the dam was needed. He suggested it would be helpful if past Council
members and staff were able to transfer this type of historical to newer Council members.

Councilor Weil noted that it was also important to study the dam to identify any safety issues.

Councilor Gallagher moved, seconded by Councilor Weil to approve the expenditure of up to $24,950 for the Quincy Farm dam evaluation by Kimley-Horn and authorize the City Manager to sign the task order for this work.

The motion passed unanimously.

Contract for Services with Sunward Corporation for Materials to Enclose Three Sides of the Material Storage at 2101 W. Quincy Avenue

Deputy City Manager/Director Goldie explained that when the original construction for the new Public Works facility was bid the sides of the storage facility were value engineered out to save on costs. It had become evident that more coverage was needed to keep materials protected from the elements. The new Public Works facility was under budget so staff was requesting funds for the addition of the three walls to better shelter the storage stockpiles. Staff had received three bids on this project but ultimately determined that purchasing materials directly from the manufacturer, Sunward Corporation, and bidding the installation separately would be the most cost effective method of completing the project.

Councilor Brown asked what would happen if the bids for installation came back very high.

Deputy City Manager/Director Goldie replied that if needed staff could complete the installation themselves.

Councilor Sheldon noted that Sunward Corporation’s bid for the materials was several months old.

Deputy City Manager/Director Goldie replied that he was in contact with the company and they would honor their original bid.

Councilor Brown moved, seconded by Councilor Weil to approve the expenditure of funds in an amount not to exceed $28,000,00 total for the materials and labor to enclose three sides of the material storage bin at 2101 W. Quincy Ave. and authorize the City Manager to sign a contract for the installation of these materials when contractor is selected by staff.

The motion passed unanimously.
REPORTS

Mayor’s Report

Mayor Christman indicated that she was concerned about the materials that would be used on the new playground at John Meade Park and asked Councilor Gallagher to discuss the issue with the PTRC. She reported that while the FAA had stated they would not begin hearings on MetroPlex Denver until 2019, they had now scheduled a series of meetings for the first week in December 2018 for elected officials. She noted that she would fly back from Argentina to attend and asked that as many Council members and elected officials attend the meetings as possible. She explained that new legislation from Congress required the FAA to take health, community outreach, and noise into account but that the FAA was trying to operate under the old rules. She warned that the current MetroPlex Denver plan would create a blanket of flights 24/7 over the metro Denver area.

Councilor Sheldon asked how other jurisdictions were reacting to the MetroPlex Denver project.

Mayor Christman replied that Denver was not particularly opposed to the project.

Councilor Brown added that the 12 jurisdictional members of the Centennial Airport Community Noise Roundtable (CACNR) were all opposed. She noted that Englewood was not a member so she was not familiar with their position.

Mayor Christman indicated that the mayors of Englewood, Littleton and Sheridan had all told her they would send a representative to the meeting.

Councilor Brown noted that the FAA was being very restrictive about these elected officials meetings to the point of not telling the location to the CACNR Chair who was a former Aurora council member.

Mayor Christman questioned the FAA’s legal ability to keep people out of these meetings. She added that she was writing letters to elected officials asking them to attend.

Councilor Brown indicated that it was unclear if elected officials would be allowed to speak at the meetings.

Mayor Christman agreed and asked elected officials to write letters to the FAA to show their objections in case they were not allowed to speak at the meetings.
Councilor Brown noted that while some local jurisdictions were not engaged in the opposition to the MetroPlex project, she was not aware of any that supported the project.

Mayor Christman indicated that her request to the FAA was for the flight paths to remain as they had been and for the FAA to adhere to the new legislation.

Councilor Brown noted that if members of the public attended and were turned away it would emphasize the FAA’s lack of public input process.

Mayor Christman reported that she had sent letters to the synagogues closest to the City to offer support after the Pittsburg shooting. She had received two letters back and read them into the record.

    Dear Mayor Christman,
    On behalf of the Temple Sinai community, I want to express our profound appreciation for your message of support during the frantic and anxious days after the massacre in Pittsburgh. While those filled with rage rattle this world, let us take comfort in the knowledge that there are many, many more good and caring people…especially in Colorado! Thank you for your leadership!
    With blessings and peace
    Rabbi Rheins

    Dear Mayor Christman,
    The Jewish Community appreciates your warm and caring thoughts. Thank you very much for your kind words of support. This has been a difficult time within our community and knowing we have friends means the world to us.
    Warmest regards,
    Rabbi Dollin

Mayor Christman indicated that there had been at least two instances of anti-Semitic graffiti in or near the City, one at Cherry Creek High School and one or two at Kent Denver. She noted that during the election she had met some older residents who had been afraid to open their front door. She stated that residents needed to be aware that anti-Semitism was not restricted to Pittsburg but rather could be found here in the community. She indicated that there was no easy solution to this issue, but that it was everyone’s issue, not just Jewish people’s, and it was important for non-Jewish people to step forward. She stated that she would continue to work on this issue after her term as mayor ended. She indicated that while this was an unpleasant topic it was very real and required action.

**Members of City Council**

Councilor Weil reported that he had received questions from residents regarding the South Suburban payments and use of funds.
Councilor Brown reported that she had received a lot of ideas and input from residents in various Council districts over the last month and would reach out to individual Council members to relay those comments.

Mayor Pro Tem Hoellen had no report.

Councilor Gallagher questioned why Council members were required to be residents for only one year before being elected, but that board, commission and committee members were required to be residents for three years before being appointed. He suggested that Council and staff consider ways to include the community in the new City Hall, such as allowing residents to purchase bricks or trees.

Councilor Sheldon asked if that was an issue the PTRC would like to consider and make a recommendation to Council.

Coordinator Black replied she believed they would appreciate the opportunity.

Mayor Christman questioned the cost effectiveness of some of the options.

Councilor Sheldon indicated his support as long as the project was revenue neutral.

Councilor Brown noted that the City was not a charity and she did not feel it was necessary for the City to ask residents for money, but indicated that involving the community in the new City Hall and redesign of John Meade Park was valuable.

Councilor Sheldon questioned the designation of the Cherry Hills Country Club application as a quasi-judicial matter in the Community Development monthly report.

Director Granrath replied that the application from Cherry Hills Country Club had been officially withdrawn so it was not a quasi-judicial matter at this time. She indicated that she would update the report with that information.

Councilor Sheldon asked about the floodplain permit for the new City Hall and redevelopment of John Meade Park.

City Manager Thorsen replied that the floodplain permit would be applied for after the redevelopment of the Park was completed, which would be the LOMR (Letter of Map Revision).

Deputy City Manager/Director Goldie added that Council had approved the floodplain development permit at a previous meeting.

City Manager Thorsen added that staff would submit the LOMR to FEMA after the Park was completed.
Deputy City Manager/Director Goldie added that staff had just received the 404 permit. He added that the next steps would be the potential rezoning process, waiver and expanded use.

Director Granrath explained that currently different areas of the Park were under different zone districts.

Councilor Sheldon confirmed that there would not be a CLOMR (Conditional Letter of Map Revision) prior to the LOMR. He suggested that the Grand Opening for the new City Hall acknowledge all the previous Council members who had contributed to the project. He reported that the Charlou HOA would be meeting on Monday night and asked if a representative from the Police Department could attend.

Mayor Pro Tem Hoellen reported that the memorial bench for Scott Higgins would be dedicated on Thursday at 11:30 a.m. He expressed concern that actions during the election would discourage residents from volunteering to serve on Council, boards and commissions in the future. He stated that candidates used to limit themselves to speaking about themselves and their issues and he hoped City elections could return to that in the future.

Ms. Abrams suggested that coordinating Arbor Day activities with the elementary school such as planting trees and cleaning the pond might be appropriate program for PTRC to consider in order to involve residents in the redeveloped John Meade Park.

**City Manager & Staff**

City Manager Thorsen reported that staff had been monitoring speeds on Mansfield Avenue since the speed limit was reduced from 30 to 25 miles per hour. He added that staff was working with the Devonshire Heights neighborhood on security cameras.

**City Attorney**

Assistant City Attorney Cox had no report.

Mayor Pro Tem Hoellen noted that the Police Department monthly report showed that four of five vehicle trespasses in October had been unlocked vehicles.

Councilor Brown asked about the four reports of damaged mailboxes.

Commander Weathers explained that they had all been in the Nassau neighborhood.

City Manager Thorsen reported that Chief Tovrea was working on posting criminal history on the City website. He explained that the program would display the general vicinity of crimes but not specific addresses.
EXECUTIVE SESSION AND ADJOURNMENT

Mayor Pro Tem Hoellen moved, seconded by Councilor Brown to enter into Executive Session pursuant to CRS 24-6-402(4)(b) for purposes of receiving legal advice and pursuant to CRS 24-6-402(4)(e) for purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding Maven Properties v. Cherry Hills Village; and pursuant to C.R.S. 24-6-402(4)(a) for the purpose of discussing matters related to the acquisition of a trail easement from Denver First Church and pursuant to C.R.S. 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators relating to possible acquisition of such easement, and adjourn immediately thereafter.

The Executive Session began at 8:58 p.m.

The meeting adjourned at 9:52 p.m.

_________________________________
Laura Christman, Mayor

_________________________________
Laura Gillespie, City Clerk
Minutes of the
City Council of the City of Cherry Hills Village, Colorado
Held on Wednesday, December 12, 2018 at 6:30 p.m.
At the Joint Public Safety Facility

The City Council held a study session at 6:03 p.m.

Mayor Laura Christman called the meeting to order at 6:32 p.m.

ROLL CALL

Mayor Laura Christman, Councilors Earl Hoellen, Al Blum, Mike Gallagher, Dan Sheldon, and Katy Brown were present on roll call. Also present were City Manager Jim Thorsen, Deputy City Manager and Public Works Director Jay Goldie, City Attorney Kathie Guckenberger, Police Chief Michelle Tovrea, Community Development Director Rachel Granrath, Finance Director Jessica Sager, Police Commander Pat Weathers, Parks and Recreation Coordinator Emily Black, and Police Clerk Paul McCarthy.

Absent: Councilor Randy Weil

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

APPROVAL OF AGENDA

City Manager Thorsen recommended removal of Item 9f regarding the easement with Denver First Church.

Councilor Brown noted that there were many people present tonight and thanked everyone for attending. She indicated that it was a long agenda and asked if anyone in the audience was in attendance for a particular agenda item as Council could move that item to be earlier in the agenda.

A member of the Cherry Hills Village Sanitation District indicated that they were present for Item 9b.

Chief Tovrea stated that she had guests present for Item 9a.

City Manager Thorsen added that consultants were present for Item 8b.

Councilor Brown moved, seconded by Councilor Sheldon, to remove Item 9f and approve the rest of the agenda.

The motion passed unanimously.
AUDIENCE PARTICIPATION PERIOD

Brian Fuller, 4100 S. Birch Street, asked for an update about the FAA plan to reroute air traffic over the community.

Mayor Christman replied that it would be discussed during the Reports section of the agenda.

Councilor Brown added that Council could not have a discussion during Audience Participation but they would be happy to address the issue during the Reports section or to discuss the issue with Mr. Fuller separately.

Mayor Christman suggested that Mr. Fuller email herself and/or Councilor Brown. She thanked him for the question.

CONSENT AGENDA

None

ITEMS REMOVED FROM CONSENT AGENDA

None

UNFINISHED BUSINESS

Proposed 2019 Budget

Director Sager presented the proposed 2019 budget on second and final reading. She explained that a notable change since first reading was removal from the Conservation Trust Fund of the $130,000 Colorado Parks and Wildlife grant for the High Line Canal underpass project at Hampden Avenue. She explained that the City’s request for an extension on spending the grant funds had been denied. She indicated that staff had kept the $130,000 expenditure for the project in that fund and staff would be applying for more grants to help supplement that expenditure.

Mayor Christman noted that the grant had come through the state via the federal government, and it was the federal grant that disallowed the City’s application because it did not meet the new grant criteria. She added that the City was still applying for other state funding.

Director Sager stated that another change since first reading was to the Parks and Recreation Fund debt service mill levy which had changed from 0.908 to 0.909, which resulted in a reduction in the anticipated property tax revenue for the Parks and Recreation Fund by $341. She noted that an amended council bill was on the dais for Council’s consideration. She indicated that staff had made all other changes as requested by Council during first reading. She explained that the projected 2019
General Fund revenues were approximately $7.1 million and the projected 2019 General Fund expenditures were approximately $7 million, resulting in a surplus of $72,189. She noted that the Parks and Recreation Fund was projected to have an ending fund balance of $878,000.

Councilor Gallagher asked if funds for dredging both Village Center ponds had been added to the proposed budget.

Director Sager replied that funds had been added for an engineer to review the possibility of dredging both Village Center ponds.

Mayor Pro Tem Hoellen asked for confirmation that all revenue received from South Suburban went into the Parks and Recreation Fund.

Director Sager confirmed that was correct.

Mayor Pro Tem Hoellen noted that Council would likely want to discuss the recent Supreme Court decision on Wayfair regarding sales tax collection and how it impacted the City. He expressed concern that if the state was going to collect sales tax anyway, the City did not want to lose out on that revenue. He also suggested that Council look into how much the City spent on communication with residents. He noted that the City was in great financial shape but the long range financial plan showed that the Capital Fund would go negative in 2023, which Council should keep in mind going forward. He emphasized that the City was in excellent financial shape.

Mayor Christman explained that in the Wayfair case the Supreme Court had overturned a previous ruling and determined that internet stores should charge and remit sales tax just like brick and mortar stores. She noted that the City had an unusual sales tax provision that did not charge sales tax on deliveries into the City. She added that the Colorado Municipal League (CML) was taking the position that municipalities could not collect taxes from internet stores because it would reach the threshold of unreasonable burden as identified by the Supreme Court in the Wayfair case. She noted that the sales tax revenue could make a big difference to the City and suggested that someone on Council get involved with the CML process so that whatever legislation they propose works for the City.

Councilor Brown indicated that this issue was discussed at the CML Policy Committee last week and she had brought up that and other concerns. She noted that other communities shared these concerns, and that CML was focused on state collected sales tax and the municipalities for which the state collects sales tax, rather than self-collecting municipalities like Cherry Hills Village.

City Attorney Guckenberger indicated that the issue was scheduled on the CML Board agenda and CML would provide a list of recommendations to municipalities.
Mayor Pro Tem Hoellen noted that a recent article in the Denver Post had indicated that the state would collect sales tax for all municipalities, whether Home Rule or statutory, and he questioned how those revenues would be transferred to the municipalities.

Councilor Brown replied that the state had initially acted quickly to the Supreme Court ruling but since then had realized that the planned new policies were not feasible and had put those rules on hold.

Director Sager noted that the state had postponed enactment until May.

Councilor Brown added that the state was considering instituting a single sales tax collection point, which they had been considering before the Wayfair decision. She noted that the City of Aurora had done a study that showed when municipalities switched from state collected sales tax to locally collected sales tax their revenues had increased dramatically because the local municipalities have both the self-interest and the ability to more thoroughly audit the sales tax being remitted. She indicated that it was a complex issue and it would be interesting to see how CML decided to proceed.

Mayor Christman agreed and suggested that the City stay very involved in the issue.

City Manager Thorsen indicated that staff and the City Attorney was aware of the issue and appreciated Council's input.

Councilor Brown added that the impression she had received was that the state would be collecting sales tax based on the policies of municipalities so she was not sure that it was accurate that the state would keep the tax revenue instead of passing it onto the municipalities.

Mayor Christman thanked Director Sager for her work on the budget.

Councilor Brown indicated that this was the fourth time Council had discussed the proposed 2019 budget.

Councilor Sheldon asked how much was left in the City's emergency reserves in the Conservation Trust Fund if the City did not receive any grants to supplement the expenditures for the High Line Canal underpass project in light of the recent loss of the $130,000 grant.

Director Sager replied that $1,851 would left in the emergency reserves in the Conservation Trust Fund at the end of 2019 if the City did not receive any additional grants, and that was reflected in the proposed budget.

City Manager Thorsen indicated that staff would be applying for grants from the Colorado Parks and Wildlife and Arapahoe County Open Space for next year.
Councilor Gallagher moved, seconded by Mayor Pro Tem Hoellen to approve Council Bill 8, Series 2018; A Bill for an Ordinance Adopting a Budget and Levying Property Taxes for the City of Cherry Hills Village, Colorado for the Fiscal Year 2019 on second and final reading.

The following votes were recorded:

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Vote on the Council Bill 8-2018: 5 ayes. 0 nays. The motion carried.

Councilor Gallagher moved, seconded by Mayor Pro Tem Hoellen to approve Council Bill 9, Series 2018; A Bill for an Ordinance of the City of Cherry Hills Village, Colorado Authorizing Appropriations for Fiscal Year 2019 on second and final reading.

The following votes were recorded:

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Vote on the Council Bill 9-2018: 5 ayes. 0 nays. The motion carried.

Mayor Christman thanked Director Sager and all of City staff for their work on the budget.

Council Bill 10, Series 2018; Declaring the Organization of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District (tabled from November 20, 2018, first reading)

Mayor Christman noted that Council had held a study session on this item earlier this evening.

City Manager Thorsen explained that the Charlou Park 3rd Filing General Improvement District (GID) had been approved by the voters of the district at the November 6, 2018 election with 22 votes in favor and one vote opposed. He indicated that Council Bill 10, Series 2018 would officially organize the GID. He noted that the GID ballot measure had approved up to $550,000 in bond issuance, although staff did not think the cost of the improvements would be that high.
Councilor Sheldon noted that organization of the GID also made the Council into the Board of the GID and asked if any administrative or legal work was required when Council members turned over.

City Attorney Guckenberger replied that Council member’s position as members of the GID Board was ex-officio and was based directly on their position on City Council, and therefore new Council members automatically filled the GID Board seat vacated by outgoing Council members.

Councilor Sheldon asked if the Mayor was also on the GID Board.

City Attorney Guckenberger replied that the Mayor was a member of Council and therefore also a member of the GID Board. She noted that the Mayor would have a vote on the GID Board because the restriction on the Mayor voting was included in the Charter for purposes of City Council but not for purposes of the GID Board.

Councilor Sheldon noted that the applicants had submitted funds to cover administrative costs involved in creation of the GID. He asked how the ongoing City staff costs for administration of the GID would be paid for.

City Manager Thorsen replied that staff was tracking their time spent on the GID and was pulling money from the escrow account accordingly. He added that the GID measure passed by the voters included a $1,000 administration fee paid to the City on an ongoing annual basis.

Councilor Blum asked if a separate fund would keep track of those monies.

City Manager Thorsen replied that was correct.

Councilor Brown moved, seconded by Councilor Sheldon to approve Council Bill 10, Series 2018; declaring the organization of the Cherry Hills Village Charlo Park 3rd Filing General Improvement District on first reading.

The following votes were recorded:

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Vote on the Council Bill 10-2018: 5 ayes. 0 nays. The motion carried.
Council Bill 11, Series 2018; Amending Section 18-1-20 Table 1-D of the Municipal Code Concerning Drainage Review and Engineering Review Fees (second and final reading)

Director Granrath presented Council Bill 11, Series 2018 on second and final reading. She noted there had been no changes since first reading.

Councilor Sheldon moved, seconded by Councilor Blum to approve on first reading of Council Bill 11, Series 2018; approving the amendments to Section 18-1-20, Table 1-D of the Cherry Hills Village Municipal Code concerning Drainage Review and Engineering Review fees.

The following votes were recorded:

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Vote on the Council Bill 11-2018: 5 ayes. 0 nays. The motion carried.

NEW BUSINESS

Resolution 31, Series 2018; Approving an Intergovernmental Agreement for a Records Management System with Arapahoe County

Chief Tovrea presented Resolution 31, Series 2018 for Council’s consideration. She introduced Ken Schulte, Account Executive for TriTech Software Systems, and Marsha Adams, Senior Business Analyst for Arapahoe County’s Informational Technology Division, who would be the City’s project manager for the records management system at no extra cost to the City. She also noted that Police Commander Pat Weathers and Police Clerk Paul McCarthy were present to help answer any questions. She explained that an updated resolution was on the dais to add TriTech Software Systems as well as Arapahoe County to the resolution. She indicated that the intergovernmental agreement (IGA) with Arapahoe County and contracts with TriTech would include the City in Arapahoe County’s new records management system (RMS). The RMS involved many aspects of the Police Department, from officer reports to information exchange with the state. The City had begun using the current system, New World, in 2008 to coordinate with the County. In addition to the regular annual maintenance costs for New World, that system would to be upgraded in 2019 which would cost approximately $60,000. At the same time the County had been looking for a better system to help with record management, and the proposed RMS would improve data sharing across jurisdictions and would help jurisdictions share the cost of the system. Arapahoe County, Greenwood Village, Englewood and Sheridan had already approved the IGA for the new RMS. The City would save over $200,000 by coordinating through Arapahoe
County for the new RMS at this time. The new RMS would improve several processes including shared data across the County, case management systems and investigations across the County, and the pre-booking process for officers which would help reduce the time that officers needed to be out of the City to book people into the County jail. The one-time cost of the new RMS was $170,000 including the software, implementation, and training. Additionally, the City would purchase Net Motion licenses, which were necessary to provide secure communication between the networks. The City would pay annual maintenance costs to Arapahoe County of $2,662.92 starting in the first year and an additional $7,030 for maintenance to TriTech Systems starting in the second year. Those maintenance costs would be less than what the City currently paid for maintenance of the New World RMS. She noted that she and City Attorney Guckenberger had thoroughly reviewed and revised the agreements with the County and TriTech Systems.

Councilor Blum asked how long the new RMS was anticipated to last.

Mr. Schulte, TriTech Systems, replied that the RMS could be used indefinitely as long as the system was maintained annually.

Councilor Blum asked when the RMS would go live.

Chief Tovrea replied that the County was going live on January 6th. The Police Department would be working on the transfer of data throughout the year and hoped to go live at least by the third quarter of 2019. She noted that the City would have an easier time transferring data than some other municipalities.

Councilor Sheldon asked why that was.

Mr. Schulte replied that all the municipalities were in the same situation of transferring from other systems and would all benefit from the shared cost savings.

Mayor Pro Tem Hoellen noted that the cost of updating the current system was significantly less than the cost of the new system and asked if the value of the new system was integration with other municipalities.

Mr. Schulte replied that the primary value of the new RMS was to improve officer safety through data sharing. He explained that crime did not adhere to jurisdictional borders and the new RMS allowed municipalities to share data and information quickly so that officers had the most current information about traffic stops, arrests, and other incidents.

Chief Tovrea added that currently that information would have to be shared by phone and the new RMS would share information in a much more timely manner.

Councilor Gallagher asked if the new RMS shared information with Denver.
Mr. Schulte replied that TriTech Systems had about 54 customers in the Front Range from Ft. Collins to Colorado Springs. He added that the opportunity existed to share data between counties.

Mayor Christman asked if state patrol could be included in the data sharing.

Mr. Schulte replied that it could.

Councilor Brown asked about the number of licenses identified in the staff memo versus the number identified in the IGA.

Chief Tovrea noted that there were two different types of licenses.

Ms. Adams explained that each computer would have an RMS license to access the system and would also have a Net Motion license to transmit data securely as required by the criminal justice information system.

Councilor Brown asked if all the RMS licenses were included in the cost of the IGA.

Ms. Adams confirmed that they were.

Councilor Brown noted that the one-time purchase cost was $169,999.70, the first year’s maintenance was $2,662.92, and the cost for the first year of RMS licenses was $4,500, for the total of $177,162.62 which was included in the resolution. She asked about the $7,090 for annual software support through TriTech.

Chief Tovrea noted there was a typo in the staff memo and the annual software support cost through TriTech should be $7,029 as shown in the System Purchase Agreement.

Mayor Pro Tem Hoellen asked if the total cost after the first year would consist of the Arapahoe County maintenance fee of $2,662.92, the TriTech software support fee of $7,029, and TriTech recurring fees of $8,610.

Chief Tovrea replied that the TriTech recurring fees of $8,610 were for various optional components that were available as part of the TriTech RMS, and the Police Department would spend the first year evaluating whether the City needed those components or not. She noted that if the Police Department found none of those components useful that amount could be zero, or if they found all of them to be useful that amount could be $8,610. She confirmed that the City would pay the annual TriTech software support fee of $7,029 and the annual Arapahoe County maintenance fee of $2,662.92 regardless of whether they decided to use any of the optional TriTech components or not.

Councilor Sheldon asked if any of the initial $169,999.70 would be refunded if the City decided not to use the optional TriTech components.
Mr. Schulte replied it would not. He added that it would take some time for the extra components to go live and then there was a 12 month warranty on them so it would not be until late 2020 that any maintenance would need to be done.

Councilor Brown asked if staff was comfortable with the requirement in the IGA that “any incident specific to a Party’s node will be handled by that Party’s IT support” given that the City outsourced its IT services. She asked if the City still used the same IT company as several years ago and if the City should put its IT services out for RFP. She asked if staff was confident that the current contractor could support this new system

Chief Tovrea replied that the City’s current IT consultants had been involved in the discussion of the new system. She added that the current IT consultants had been dealing with any and all issues that arose with the Police Department’s CAD system in the police cars. She noted that the City had budgeted for more hours of IT coverage for implementation of the new RMS.

City Manager Thorsen indicated that the City had contracted with North Star for its IT needs for several years.

Chief Tovrea stated that the most challenging part of the new RMS would be going live with the system and making sure that all the pieces operated properly.

Councilor Brown indicated that she was more concerned with the City’s IT consultants being able to address the day to day issues that might arise with the new RMS. She added that our increasing dependence on technology made it important to be able to address any issues that arose. She noted that she had not realized the City’s IT consultants were already dealing with those kinds of issues at the Police Department. She stated that the City email system was poor.

Chief Tovrea replied that issue might be better addressed by considering IT needs for the City as a whole. She agreed that the Police Department was increasingly dependent on technology.

Ms. Adams noted that Arapahoe County had 65 servers dedicated to this system and a full IT department. She indicated that an advantage to sharing the same system was that the County, City and other jurisdictions could work together to solve any issues that arose.

Councilor Brown agreed but noted that the City would have to pay for support from Arapahoe County.

Mayor Pro Tem Hoellen asked how much the County would pay for the new system.

Ms. Adams replied that the County had paid over $600,000 to upgrade their servers and infrastructure for the new RMS. She noted they were not passing that cost onto the other jurisdictions.
Mayor Pro Tem Hoellen noted that the IGA allowed termination at any time.

Ms. Adams replied that was correct.

Councilor Brown noted that the County could terminate the IGA as well.

Mr. Schulte added that the County’s initial investment in the system was $4 million.

Councilor Gallagher asked if the County anticipated that all the other agencies listed in the IGA would transfer to the new RMS.

Chief Tovrea confirmed that was correct.

Mayor Christman asked about how the costs were divided based on number of licenses per agency.

Mr. Schulte explained the three main costs were the licensing, the overhead, and the support.

Mayor Christman asked if the City’s costs would be affected if other jurisdictions reduced their number of licenses.

Mr. Schulte replied they would not because the costs agreed to in the contract would still apply.

Mayor Christman noted that the contract said that costs could be adjusted annually.

Mr. Schulte replied that the cost would be adjusted for a particular jurisdiction if that jurisdiction adjusted their number of licenses.

Councilor Brown added that the support was charged per license. She asked what municipalities in Arapahoe County were not participating.

Chief Tovrea replied that only Glendale was not participating.

Councilor Brown moved, seconded by Mayor Pro Tem Hoellen to approve Resolution 31, Series 2018, approving an intergovernmental agreement with Arapahoe County for a combined records management system and the specific contracts with TriTech Software Systems for the Cherry Hills Village Records Management System project.

The motion passed unanimously.
Resolution 32, Series 2018; Concerning the Proposed Exclusion of Property from the Boundaries of the Cherry Hills Village Sanitation District

City Manager Thorsen presented Resolution 32, Series 2018 for Council’s consideration. He explained that this request was from Cherry Hills Village Sanitation District (CHVSD), not the City, to exclude certain rights-of-way from CHVSD’s boundaries in order to accurately reflect what they serviced. He noted that Exhibit B to the staff memorandum showed which rights-of-ways were being excluded.

Councilor Sheldon asked why the areas had been originally included in CHVSD’s boundaries.

Mayor Pro Tem Hoellen agreed that had been his question as well.

Kathy McKune, CHVSD Administrator, explained that the confusion originated from the 1975 connector agreement between CHVSD and the South Englewood Sanitation District.

Mayor Pro Tem Hoellen asked for confirmation that this would not be detrimental to the City in any way.

City Attorney Guckenberger replied that this was the statutory process for removal of property from a district’s boundaries. She explained that once approved by Council the issue would go to County court to be completed.

Mayor Pro Tem Hoellen noted that the CHVSD had appropriately represented that they did not have any services in the areas proposed for removal and the City had also done its due diligence to ensure that was accurate.

City Attorney Guckenberger agreed and added that as part of the process affidavits would be submitted to the Court by both the CHVSD and the City.

Mayor Christman asked what sewer districts serviced the properties being removed.

Ms. McKune replied that the properties on Viking Drive were serviced by the South Englewood Sanitation District and the property on Huntwick Lane was serviced by the City of Cherry Hills Village. She noted that it was just the rights-of-way which had been incorrectly included on the CHVSD map and were proposed to be removed, not the properties.

City Manager Thorsen replied that staff had reviewed sewer district maps to ensure that was correct.

Councilor Sheldon noted that the exhibits to the staff memorandum were dated 2016 and asked if this project had been in the works since then.
Ms. McKune confirmed that the project was begun in 2016 and had taken until now to present to Council.

Mayor Pro Tem Hoellen noted a typo in the third Whereas clause of the resolution.

Councilor Brown moved, seconded by Councilor Blum to approve Resolution 32, Series 2018, a resolution of the City of Cherry Hills Village concerning the proposed exclusion of property from the boundaries of the City of Cherry Hills Village Sanitation District.

The motion passed unanimously.

Resolution 33, Series 2018; Amending the Parks, Trails and Recreation Commission Rules of Procedure

Coordinator Black presented Resolution 33, Series 2018 for Council’s consideration. She explained that the Parks, Trails and Recreation Commission (PTRC) had informally discussed changing their regular meeting start time from 6:30 p.m. to 5:30 p.m. at their regular October 11, 2018 meeting, and had unanimously approved the change at their regular November 8, 2018 meeting after determining that all Commissioners were able to attend meetings at 5:30 p.m. Regular meetings would remain on the second Thursday of each month. Staff was also in favor of this change as it would result in less staff time outside of normal business hours. Staff recommended that the change be made effective starting in January 2019. The regular meeting start time was included in the PTRC Rules of Procedure and Resolution 33, Series 2018 would amend the Rules of Procedure with the new meeting start time.

Mayor Pro Tem Hoellen asked if an earlier start time would affect the public’s ability to attend the meetings. He noted that this question had come up at the PTRC meeting but had not been addressed.

Coordinator Black replied that she had discussed that issue with PTRC Chair Eber and they had determined that the PTRC meetings were flexible enough that if a member of the public missed the Audience Participation item the PTRC could pause their business in order to give that person the opportunity to speak.

Councilor Brown expressed concern with future applicants and commissioners being able to attend meetings at 5:30 p.m. especially for anyone who worked downtown.

Coordinator Black noted that the Art Commission and Quincy Farm Committee met during the day and there did not seem to be any added difficulty finding residents to serve on those groups than for the boards and commissions that met after business hours.

Councilor Gallagher suggested that the PTRC be able to change their regular meeting time without requiring Council’s approval.
Councilor Brown warned that because Council considered attendance when considering reappointments it was important that meeting times stay consistent in order to be fair to all members.

Coordinator Black noted that she and Councilor Gallagher had discussed requiring a unanimous vote of the commission in order to change the regular meeting time. She added that they needed to notice the new meeting time with sufficient amount of time prior to holding a meeting at the new meeting time.

Councilor Gallagher indicated that there was an overwhelmingly positive response among PTRC members and staff to the proposed new regular meeting time, and that a 5:30 p.m. start time would be better for commissioners with families and for staff who had to stay after business hours. He noted that members of the public who could not attend the earlier start time could send a representative or a written comment.

Councilor Sheldon asked Councilor Gallagher if the earlier start time worked for him as the PTRC liaison.

Councilor Gallagher replied that the earlier start time worked better for him than the current time, although it was the support of the PTRC members that was the important factor.

Councilor Brown expressed concern that although a 5:30 p.m. start time worked for this group of PTRC members, it might not work as well for future members.

City Manager Thorsen suggested amending Article X of the Rules of Procedure to read “The meeting night shall be the 2nd Thursday of every month at 5:30 p.m. or at such time as unanimously approved by the Commission.”

Mayor Christman expressed concern that the meeting time could be changed from meeting to meeting.

Mayor Pro Tem Hoellen indicated that if the decision had to be unanimous then it would likely not be an issue.

Councilor Brown agreed.

Councilor Gallagher suggested amending Article X of the Rules of Procedure to read “The meeting night shall be the 2nd Thursday of every month at 5:30 p.m. unless there is a unanimous vote to change the time by members of the Commission.”

Mayor Pro Tem Hoellen noted that the unanimous vote was of the commissioners present at the meeting, which was an added incentive for commissioners not to miss meetings.

City Manager Thorsen suggested requiring a unanimous vote of the entire Commission.
Councilor Gallagher moved, seconded by Councilor Blum to approve the Rules of Procedure of the Parks, Trails and Recreation Commission with the following amendment: that the meeting night shall be the 2nd Thursday of every month at 5:30 p.m. or at such other time as approved by unanimous vote of the entire Commission, effective in January 2019.

The motion passed unanimously.

Resolution 34, Series 2018; Approving an Intergovernmental Agreement with Greenwood Village for the New Traffic Signal at Belleview Avenue and Glenmoor

City Manager Thorsen presented Resolution 34, Series 2018 for Council's consideration. He noted that this item and the next were related but Council would take action on them separately. He explained that CDOT had given their approval to move forward on the new traffic signal at Belleview Avenue and Glenmoor Drive, and the IGA with Greenwood Village had been reviewed by attorneys from both cities and signed by Greenwood Village. He noted that the IGA committed Greenwood Village to contribute $200,000 of the $400,000 cost of the new traffic signal.

Councilor Blum indicated that this was ten years in the making. He thanked City Manager Thorsen, Deputy City Manager/Director Goldie, and Mayor Christman for their work and support on this issue. He stated that the IGA and funding agreements were well-drafted and noted that residents from both cities were excited for the new traffic signal.

Mayor Pro Tem Hoellen noted that the IGA terminated as soon as the light was installed, but that both cities had ongoing obligations beyond that, including striping, street name signs.

City Manager Thorsen replied that the purpose of the IGA was to establish that Greenwood Village would pay $200,000 toward the cost of the new traffic signal.

City Attorney Guckenberger added that the purpose of the IGA was to design, construct and install the traffic signal.

Mayor Christman asked about striping.

Mayor Pro Tem Hoellen indicated that striping and street name signs were included in the Whereas clauses of the IGA, but then those items were not addressed in the body of the IGA. He noted that while he supported the IGA he felt that every contract the City entered into should be clear about expectations and enforcement. He asked who would enter into an agreement with CDOT.
City Manager Thorsen replied that would occur prior to construction. He added that Greenwood Village had added the language about painting because they painted their poles a different color than CDOT. He noted that CDOT did not maintain street signs.

Councilor Brown noted that Greenwood Village had signed the IGA with those Whereas clauses. She asked if the Whereas clauses were enforceable.

City Attorney Guckenberger replied that they were and noted that those were things Greenwood Village wanted to maintain.

Councilor Blum moved, seconded by Mayor Pro Tem Hoellen to approve the IGA with the City of Greenwood Village regarding the design and installation of a traffic signal at Belleview Avenue and Glenmoor Drive/Steele Street.

The motion passed unanimously.

Funding Agreements for the Glenmoor and Belleview Avenue Traffic Signal Installation with the Glenmoor HOA and Glenmoor Country Club

City Manager Thorsen explained that Cherry Hills Village was responsible for $200,000 of the cost for the new traffic signal. Glenmoor Country Club and Glenmoor HOA would each pay $50,000, and the City would pay for the remaining $100,000.

Councilor Blum noted that the traffic signal would have a similar design to the one recently installed to the east but would cost a bit more because the cable would be extended to this new signal to University Boulevard. He thanked Mayor Christman for her involvement with these agreements.

Mayor Christman indicated that the Glenmoor and Belleview Avenue intersection was a major safety issue and installation of a traffic signal could save lives. She noted that the day after the Glenmoor HOA approved the new signal there was a major accident at the intersection, and an accident 10 years ago on the Greenwood Village side had been fatal.

Councilor Blum added that the Cherry Hills Farm neighborhood also supported the new signal as it would help at their intersection with Belleview Avenue as well.

Councilor Blum moved, seconded by Mayor Pro Tem Hoellen to approve the Funding Agreements with both the Glenmoor HOA and the Glenmoor Country Club for the installation of a traffic signal at Belleview Avenue and Glenmoor Drive/Steele Street.

The motion passed unanimously.
Resolution 35, Series 2018; Accepting and Approving an Easement Agreement with Denver First Church for a Non-Motorized Public Trail and Authorizing the Expenditure of Funds in Payment Therefor (TABLED)

Consideration of Proposed Settlement Agreement and Release Between Cherry Hills Village and Maven Properties, LLC

City Attorney Guckenberger explained that updated exhibits to the settlement agreement and release were on the dais for Council and noted that the updates were technical and non-substantive in nature. She indicated that the City had received a summary judgment decision in this case as the defendant and that the City had filed an appeal of the district court’s decision. She stated that the City's counsel had arrived at an agreement very closely aligned to the direction given by Council. She explained that the agreement explicitly required the removal of the disputed bridle path easements, as defined in the agreement, from City maps published in the future, as well as required Maven to reaffirm the City’s ownership of the portion of the north bridle trail on its property, and in exchange the City would withdraw its appeal.

Councilor Brown moved, seconded by Councilor Sheldon to accept and approve the Settlement Agreement and Release between the City of Cherry Hills Village and Maven Properties, LLC and further moved to authorize the Mayor to execute said Agreement, to authorize the City Manager to accept and sign on behalf of the City an executed Quitclaim Deed of Non-Exclusive Public Bridle Trail Easement, and to instruct the City Clerk to record fully executed copies of such Agreement and quitclaim deed in the property records of Arapahoe County.

The motion passed unanimously.

REPORTS

Mayor’s Report

Mayor Christman indicated that she had dropped off toys in the Toys for Tots donation box and encouraged others to do so. She reported that the FAA had cancelled their December 4th meeting after Villager Newspaper reporter Freda Miklin called to ask if she could attend. She stated that it did not seem the FAA intended to proceed any differently than it had in the past. She reported that she had contacted Attorney General elect Phil Weiser’s office and confirmed that they were aware of the issue. She indicated that this was a state issue.

Councilor Blum asked if the outcome of the Phoenix lawsuit had an impact on what the City could do.

Mayor Christman replied that the court had ruled in favor of the City of Phoenix because of a timeline issue. She noted that the City would not let that happen for the Denver
Metroplex project, but that municipalities would likely have to contribute funds for litigation.

Mayor Pro Tem Hoellen noted that he had attended the meetings with Councilors Brown and Blum and many people had stated that if it had not been for Mayor Christman they would not have known about the meetings. He also recognized Councilor Brown for her work on the CACNR and knowledge of the FAA issue.

Councilor Brown added that other communities had had their cases against the FAA dismissed by the courts because they had failed to file within the 30 day timeline. She indicated that she and others involved in the Denver Metroplex project would not allow that to happen and that Centennial Airport had hired the firm that had won the Phoenix case. She agreed with Mayor Christman that unfortunately the issue was likely to result in litigation. She explained her takeaways from the FAA meetings were that the FAA believed the meetings were a courtesy and not required; the FAA did not think the new requirements in the FAA Reauthorization Act applied to the Denver MetroPlex project because it had begun before the new rules were passed and were not inclined to voluntarily follow the new requirements for the Denver MetroPlex project; and the FAA stated that there would be no change in noise. She indicated that the FAA relied on technicalities of the issue to confuse people, which had been a successful strategy in other parts of the country.

Mayor Christman stated that the FAA had still not provided the information that could be used to determine what the impact would be.

Councilor Brown indicated that she had asked where the FAA got their data on which they based their environmental assessment in order to make sure that the data was accurate, including locations of wildlife areas, schools, noise sensitive areas, historic properties, which were all required by law to be included and considered in the environmental assessment. She added that she had pointed out that during the FAA’s comment period comments had to be submitted online, and elected officials’ communication had to be public record. She noted that the FAA would not provide a contact name. She indicated that the FAA stated when the environmental assessment was published in April there would be required public meetings and a required public comment period. She stated that was the time when elected officials and members of the public needed to mobilize and show up en masse to demonstrate their concern with the project and make the greatest impact.

Councilor Blum noted that the FAA had said they would provide detailed information that the public could understand.

Councilor Brown added that the FAA had said they would have a computer program where the public could enter an address and see decibel levels.

Mayor Pro Tem Hoellen clarified that the computer program would only be available at the workshops, not online.
Mayor Christman warned that the computer program was not accurate because it would only show decibel levels averaged over time, which gave misleading impression of the impact of the project.

Councilor Brown indicated that Cherry Hills Village did not meet the FAA’s threshold of a noise-impacted community because of the way the FAA calculated that designation. She added that the FAA’s calculations did not take into account the frequent occurrence of planes. She noted that was an element of the FAA Reauthorization Act that the FAA did not want to apply to Denver Metroplex.

Mayor Christman added that there was no impact taken into account for noise from Centennial Airport. She indicated that a gap was needed between planes from DIA and from Centennial Airport, so the planes from Centennial Airport would need to fly considerably lower than those from DIA, which contributed to the noise but were not included in the FAA’s noise calculations. She added that DIA was the 20th busiest airport in the world and Centennial Airport was the 2nd busiest general aviation airport in the country.

Councilor Blum suggested that it was important to maintain communication with the other municipalities who attended the FAA meetings, including Columbine Valley, Parker, Castle Pines, and Greenwood Village.

Mayor Christman noted that Littleton had been unable to attend but was on board, and that Englewood needed more information.

Councilor Brown added that Representative Ed Perlmutter’s office attended. She noted that the CACNR Chair, former Aurora Council member, president of the National NOISE Association, and community representative on the National NextGen Advisory Committee, was told he could not attend the meetings because he was not currently an elected official. She noted that many of the people present at the meetings had not been elected officials.

**Members of City Council**

Councilor Brown reported that she had attended the CML Policy Committee meeting and the discussion regarding the Wayfair court case and subsequent sales tax issues was the most relevant to the City. She noted that CML’s guiding principle was always to preserve local municipal control and so the discussions were less about which municipalities supported particular issues and more about making sure that each municipality had the option to choose for themselves. She reported that the CACNR had met but she had been unable to attend the meeting. She noted that the CACNR Memorandum of Understanding had become effective.

Councilor Blum had no report.
Councilor Sheldon noted that he had planned to attend the Wednesday FAA meeting but when it had been cancelled he had been unable to attend the Thursday meeting. He thanked Mayor Pro Tem Hoellen, Councilor Brown and Councilor Blum for attending the Thursday FAA meeting, Councilor Gallagher for attending the Friday meeting, and Mayor Christman for flying back for the meetings, and Ms. Miklin for trying to attend. He noted that a public input meeting would be held at Greenwood Village city hall on January 17th regarding the Belleview medians project. He suggested that Council hold a study session in January regarding the High Line Canal Conservancy (HLCC) mapping project. He suggested that PTRC and Council should discuss what should be included on the map.

Mayor Christman noted that she and City Manager Thorsen had met with the High Line Canal Conservancy’s consultant. She noted that she believed the City had more trails per mile of the High Line Canal Trail than other municipalities and questioned if the High Line Canal underpass at Hampden Avenue would increase traffic, both pedestrians and cyclists, on the Canal and on City trails.

Councilor Sheldon noted that the deadline for returning feedback on the new mapping project to the HLCC was late January and suggested that Council hold a study session on this topic before then.

Councilor Gallagher noted that PTRC would meet tomorrow.

Councilor Sheldon noted that the underpass was a separate issue from the mapping project.

Mayor Pro Tem Hoellen reported that staff had made the new Public Works facility into a fantastic property, particularly the work done by City’s Facility Maintenance Worker Thomas Gsell.

Councilor Gallagher had no report.

**Members of City Boards and Commissions**

None

**City Manager & Staff**

City Manager Thorsen stated that the annual Winter Celebration would be held on Friday and the Mayor would light the tree at 6pm. He reported that Greenwood Village had taken the lead on the Belleview medians project, had hired a consultant, and had scheduled a meeting to receive public input on the issue on January 17th. He indicated that the meeting would be advertised in the Crier and on the City website. He added that Greenwood Village had budgeted $2.5 million for the project and had asked that Cherry Hills Village help with maintenance.
Mayor Christman indicated that Cherry Hills Village had not made a commitment yet.

Mayor Pro Tem Hoellen agreed and cautioned Council and staff to make that clear.

City Manager Thorsen noted that Cherry Hills Village was supportive of drought tolerant plants.

Councilor Brown asked what the black things in the medians were.

City Manager Thorsen replied they were part of the irrigation system.

Councilor Blum asked if the medians used Cherry Hills Village water now.

City Manager Thorsen replied that they used Cherry Hills Village water taps and the plan was for two additional water taps on the Greenwood Village side.

Councilor Brown confirmed that Cherry Hills Village residents should be invited to the January 17th meeting.

City Manager Thorsen replied that was correct.

Mayor Pro Tem Hoellen noted that the November Police Department Report showed two vehicle trespasses and one automobile theft, with two of the vehicles unlocked and one locked, and asked Chief Tovrea if the decrease in vehicle break-ins in November was an improvement or just serendipity.

Chief Tovrea replied that the Police Department had been emphasizing prevention at HOA meetings in the past several months, so she hoped it was an improvement and that the numbers stayed down.

City Attorney

City Attorney Guckenberger noted that she was monitoring the results of the Wayfair decision.

EXECUTIVE SESSION AND ADJOURNMENT

Mayor Pro Tem Hoellen moved, seconded by Councilor Sheldon to enter Executive Session pursuant to C.R.S. Section 24-6-402(4)(f) for the purpose of discussing personnel matters related to the annual review of the City Manager, and to adjourn immediately thereafter.

The following votes were recorded:

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<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>Sheldon</td>
<td>yes</td>
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<tr>
<td>Blum</td>
<td>yes</td>
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December 12, 2018

City Council
Vote on the Executive Session: 5 ayes. 0 nays. The motion carried.

The Executive Session began at 8:54 p.m.

The meeting adjourned at 10:35 p.m.

_________________________________
Laura Christman, Mayor

_________________________________
Laura Gillespie, City Clerk
MEMORANDUM

TO:       HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM:    JIM THORSEN, CITY MANAGER

SUBJECT:   APPOINTMENT OF CITY CLERK, CITY TREASURER AND CITY ATTORNEY

DATE:     JANUARY 15, 2019

DISCUSSION:
Section 6.1 of the City Charter requires that the City Council appoint the City Clerk, City Treasurer and City Attorney at the organizational meeting after each regular City election. The following persons are recommended for appointment:

   City Clerk:        Laura Gillespie
   City Treasurer:    Jessica Sager
   City Attorney:     Kathie Guckenberger

RECOMMENDED MOTION:
“I move to approve the appointment of Laura Gillespie to the position of City Clerk, Jessica Sager to the position of City Treasurer, and Kathie Guckenberger to the position of City Attorney, as required by Section 6.1 of the City Charter.”
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESIPE, CITY CLERK

SUBJECT: RESOLUTION 1, SERIES 2019: DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES OF REGULAR AND SPECIAL MEETINGS

DATE: JANUARY 15, 2019

ISSUE
Shall City Council approve Resolution 1, Series 2019, designating the public place for posting notices of regular and special meetings?

DISCUSSION
State statute requires that the public place or places for posting notice of public meetings be designated annually at the local public body’s first regular meeting of each calendar year.

In 2018 staff investigated various ways to handle the change in posting location from the old Village Center to the old fire station at 120 Meade Lane. Council approved a resolution that stated exact locations for postings and did not require a second resolution to be passed when City administrative offices were moved. Staff is again proposing to use this method for Resolution 1, Series 2019, which states that notice will be posted at 120 Meade Lane until administrative offices are relocated on or about March 1, 2019, upon which event notices will be posted at 2450 E. Quincy Avenue. Notice of relocation will be prominently published on the City’s website.

Should the construction timeline be pushed back significantly from the current timeline, staff will coordinate with City Attorney Guckenberger to ensure that any necessary resolution is brought to Council for consideration.

RECOMMENDED MOTION
“I move to approve Resolution 1, Series 2019; a resolution of the City Council designating the public place for posting notices of regular and special meetings.”

ATTACHMENTS
Exhibit A: Resolution 1, Series 2019
RESOLUTION NO. 1
SERIES 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE
DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES OF REGULAR AND SPECIAL MEETINGS

WHEREAS, C.R.S. §24-6-402(2)(c) requires the annual designation of the local government's official public posting location for notices of regular and special public meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE:

Section 1. The following location within the boundaries of the City of Cherry Hills Village is hereby designated as the place at which notices of regular and special meetings of the City Council and meetings of the City’s advisory boards and commissions of the City shall be posted for purposes of the Colorado Open Meetings Law, C.R.S. §24-6-402(2)(c):

120 Meade Lane, Cherry Hills Village, Colorado 80113 until the City’s administrative offices are relocated on or about March 1, 2019, upon which event as published on the City’s website, the posting location shall be changed to: 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113.

Section 2. The meeting notice and possible specific agenda information will be posted at the location identified in Section 1 above not less than 24 hours before the commencement of the posted meeting.

Section 3. This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this ___ day of __________, 2019, by a vote of _ yes and _ no.

(SEAL)

Russell O. Stewart, Mayor

ATTEST:

Laura Gillespie, City Clerk

APPROVED AS TO FORM

Kathie B. Guckenberger, City Attorney
MEMORANDUM

TO:        HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM:      LAURA GILLESPIE, CITY CLERK
SUBJECT:   RESOLUTION 2, SERIES 2019; REAPPOINTING JAMES E. TURRE AS THE MUNICIPAL JUDGE AND JOHN F. WELBORN AS AN ALTERNATE MUNICIPAL JUDGE, AND SETTING THE TERM FOR EACH MUNICIPAL JUDGE APPOINTMENT
DATE:      JANUARY 15, 2019

ISSUE
Shall City Council approve Resolution 2, Series 2019 (Exhibit A), reappointing James E. Turre as the Municipal Judge and John F. Welborn as an Alternate Municipal Judge, and setting the term for each Municipal Judge appointment?

DISCUSSION
City Charter Section 7.1(b) and Municipal Code Section 2-4-40 address appointment of municipal judges and alternate municipal judges. In the past, Council has appointed the municipal judge and alternate municipal judge at the organizational meeting after each regular municipal election.

In 2015 former City Attorney Michow recommended officially establishing terms for all municipal judge appointments. City Council approved Resolution 40, Series 2015 establishing terms effective through and terminating on January 3, 2017, upon which Council approved Resolution 2, Series 2017, approving the reappointment of the municipal judge and alternate municipal judges effective through and terminating on January 31, 2019.

Judge Turre and Judge Welborn have confirmed their desire to continue serving. Judge Coffman has been an alternate judge for the City for many years but her law license has expired so she can no longer serve as a judge for the City per the requirements of the City Code. The City has not had need of a second municipal judge for several years but staff believes it is prudent to have a backup and is continuing to look for a second alternate municipal judge. Staff will bring that appointment to Council at a future date.
RECOMMENDED MOTION

"I move to approve Resolution 2, Series 2019; reappointing James E. Turre as the Municipal Judge and John F. Welborn as an Alternate Municipal Judge, and setting the term for each Municipal Judge appointment."

ATTACHMENTS
Exhibit A: Resolution 2, Series 2019
A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
REAPPOINTING JAMES E. TURRE AS THE MUNICIPAL JUDGE AND JOHN F. WELBORN AS AN ALTERNATE MUNICIPAL JUDGE, AND SETTING THE TERM FOR EACH MUNICIPAL JUDGE APPOINTMENT

WHEREAS, the City Council is authorized by Section 2-4-40 of the Municipal Code and Section 7.1(b) of the Home Rule Charter to appoint a Municipal Judge to preside over the City of Cherry Hills Village Municipal Court; and

WHEREAS, in accordance with Section 2-4-40 of the Municipal Code, the Council is further authorized to appoint one or more alternate judges to serve in the absence of the Municipal Judge; and

WHEREAS, on January 3, 2017, the City Council approved Resolution 2, Series 2017 which set the terms for Municipal Judge Turre and Alternate Municipal Judges Coffman and Welborn to expire on January 31, 2019; and

WHEREAS, Judge Coffman is no longer eligible to serve as a Municipal Judge for the City; and

WHEREAS, Judges Turre and Welborn desire to continue to serve as municipal judges; and

WHEREAS, the City Council desires to reappoint Municipal Judge Turre and Alternate Municipal Judge Welborn to another two-year term; and

WHEREAS, the City Council finds that all of the individuals appointed to serve are qualified in accordance with the Section 2-4-40(b) of the Municipal Code; and

WHEREAS, pursuant to Section 7.1(b) of the Home Rule Charter, the term of appointment of the Municipal Judge and alternate judges is at the pleasure of the City Council; and

WHEREAS, the City Council desires to establish the term of the Municipal Judge and each alternate judge to be effective through and terminating on January 31, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, THAT:


Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

Introduced, passed and adopted at the regular meeting of the City Council this __ day of ______, 2019, by a vote of _yes_ and _no_.

(SEAL)

__________________________
Russell O. Stewart, Mayor

ATTEST: APPROVED AS TO FORM:

__________________________  __________________________
Laura Gillespie, City Clerk    Kathie B. Guckenberger, City Attorney
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESPIE, CITY CLERK

SUBJECT: COUNCIL BILL 10, SERIES 2018; DECLARING THE ORGANIZATION OF THE CHERRY HILLS VILLAGE CHARLOU PARK 3RD FILING GENERAL IMPROVEMENT DISTRICT (SECOND AND FINAL READING)

DATE: JANUARY 15, 2019

ISSUE
Shall City Council approve Council Bill 10, Series 2018; declaring the organization of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District on second and final reading (Exhibit A)?

DISCUSSION
Background
The City Clerk received a petition for the organization of a general improvement district (GID). The petitioner representatives sought formation of the GID to finance the costs of undergrounding existing overhead utility lines and removing the utility poles along portions of South Denice Drive, Charlou Drive and South Dasa Drive. The petition stated that the estimated cost of the proposed improvements was $500,000. The petition representatives based this estimated cost on consultation with Xcel Energy and CenturyLink on preliminary designs.

Part 6 of Article 25 of Title 31, C.R.S. ("Improvement Districts in Municipalities") sets forth the procedure for organizing general improvement districts. Staff determined that the petition was sufficient in accordance with state statute.

At the August 21, 2018 meeting a public hearing was held and Ordinance 6, Series 2018 was approved on second and final reading (Exhibit B), making findings regarding the petition and setting the ballot measures for the November 6, 2018 election. The GID ballot measures were included as part of the City’s regular municipal election, coordinated with Arapahoe County. Only the electors of the proposed district voted on the GID ballot measures.
November 6, 2018 Election Results
The formation of the GID was voted on by the electors of the proposed district and the following election results were received from Arapahoe County:

Proposed Charlou Park General Improvement District Ballot Question 2B
(Organization of the GID)

Yes: 22
No: 1

Proposed Charlou Park General Improvement District Ballot Issue 2C
(Debt and Bonds for the GID)

Yes: 22
No: 1

These election results approved the organization of the proposed district, authorized district debt in an amount not to exceed $550,000, and approved tax increases to provide for the proposed improvements and the costs of administering the district and the operation, maintenance, and repair of the improvements. See Exhibit B.

Organization of the District
C.R.S. Section 31-25-607(4)(b) states “If a majority of the votes cast at the election are in favor of the organization, the governing body shall adopt an ordinance declaring the district organized.” Council Bill 10, Series 2018 declares the Cherry Hills Village Charlou Park 3rd Filing General Improvement District organized. David Bell of Stifel and legal counsel Dan Lynch of Kutak Rock were available at the December 12, 2018 study session to answer questions from City Council. Council approved Council Bill 10, Series 2018 on first reading at the December 12, 2018 regular meeting. There have been no changes since first reading.

NEXT STEPS
Staff is working with the petition representatives and Xcel Energy to get a firm cost for the improvements. Staff is also working with Dan Lynch and David Bell on preparing for issuance of the bonds. Staff will return to Council with the appropriate documents as the process moves forward.

BUDGET IMPACT STATEMENT
C.R.S. Section 31-25-605 requires that the petitioners file a bond with the governing body to pay all expenses connected with the proceedings. A $10,000 bond was filed with the City to cover expenses associated with the GID formation process. So far $6,044.47 of this has been used for legal fees and public notice costs.
The GID ballot measure also included an ongoing annual administrative fee of $1,000 that will be used by the City to offset staff costs associated with administration of the GID.

RECOMMENDED MOTION
“...move to approve Council Bill 10, Series 2018; declaring the organization of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District on second and final reading.”

ATTACHMENTS
Exhibit A: Council Bill 10, Series 2018
Attachment A: Board of Canvassers’ Abstract of Votes and Board of Canvassers’ Certificate of Election Results
Attachment B: Map and Legal Description of Cherry Hills Village Charlou Park 3rd Filing General Improvement District

Exhibit B: Ordinance 6, Series 2018
Attachment A: Map and Legal Description of Cherry Hills Village Charlou Park 3rd Filing General Improvement District
A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE
DECLARING THE ORGANIZATION OF THE CHERRY HILLS VILLAGE
CHARLOU PARK 3RD FILING GENERAL IMPROVEMENT DISTRICT

WHEREAS, a Petition Regarding Approval of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District, (the “Petition”) was previously filed with City Council of the City of Cherry Hills Village (the “City Council”); and

WHEREAS, on August 21, 2018, the City Council reviewed the Petition and conducted a public hearing on the Petition; and

WHEREAS, by Ordinance 6, Series of 2018 (the “Prior Ordinance”), the City Council called an election to determine the question of the organization of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District (the “District”) and appointed a designated elected official for the November 6, 2018 election (the “Election”); and

WHEREAS, the Election was conducted as a mail ballot election coordinated with Arapahoe County in accordance with Section 3 of the Prior Ordinance; and

WHEREAS, pursuant to and in accordance with §§ 31-25-601, et. seq., C.R.S., §§ 1-1-101 through 1-13-101, et seq., C.R.S., and the Prior Ordinance, the question of the organization of the District was submitted to qualified electors within the District at the Election; and

WHEREAS, pursuant to § 1-10-201, C.R.S., the designated election official caused to be appointed a canvass board for the Election (the “Board of Canvassers”), and the ballots were processed and counted in accordance with the provisions of §§ 1-1-101 through 1-13-101, et seq., C.R.S.; and

WHEREAS, on November 28, 2018, in accordance with § 1-10-203(1), C.R.S., the Board of Canvassers met and surveyed the Election returns, issued a certified statement of results and prepared an official abstract of votes cast; and

WHEREAS, a copy of the Board of Canvassers' Abstract of Votes and a copy of the Board of Canvassers' Certificate of Election Results are attached hereto as Attachment A and incorporated herein by this reference; and

WHEREAS, pursuant to § 31-25-607(4)(b), C.R.S. if a majority of the votes cast at the Election are in favor of the organization of the District, the City Council shall adopt an ordinance declaring the District organized; and

WHEREAS, a majority of those votes cast at the Election were in favor of the organization of the District; and

WHEREAS, the boundaries of the District were described with particularity in Attachment A of the Prior Ordinance and are included in Attachment B attached hereto;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, ORDAINS:
Section 1. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council. The City Council further finds that it has continuing jurisdiction over the Petition.

Section 2. The City Council hereby declares the District organized. The District shall have the corporate name specified in the Petition; specifically, the District shall be known as the "City of Cherry of Hills Village Charlou Park 3rd Filing General Improvement District."

Section 3. The District shall be a public or quasi-municipal corporation of the State of Colorado and a body corporate with the limited proprietary powers set for in §§ 31-25-601, et seq., C.R.S.

Section 4. Within thirty (30) days after adoption of this Ordinance, the City Clerk shall record a certified copy of this Ordinance with the Arapahoe County Clerk and Recorder's Office, in accordance with the requirement set forth in § 31-25-608, C.R.S.

Section 5. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. This Ordinance shall become effective ten (10) days after publication after second reading in accordance with Section 4.5 of the Charter for the City of Cherry Hills Village.

Adopted as Ordinance No. ____, Series 2018, by the City Council of the City of Cherry Hills Village, Colorado, on the ____ day of __________, 2018.

__________________________
Russell O. Stewart, Mayor

ATTEST:

__________________________
Laura Gillespie City Clerk

APPROVED AS TO FORM:

__________________________
Kathie B. Guckenberger, City Attorney
ATTACHMENT A
BOARD OF CANVASSERS' ABSTRACT OF VOTES AND
BOARD OF CANVASSERS' CERTIFICATE OF ELECTION RESULTS
Certificate of Election

We testify that we have:

- Reconciled the number of ballots counted to the number of ballots cast;
- Reconciled the number of ballots cast to the number of voters who voted;
- Reconciled the number of ballots cast in each precinct to the number of registered voters therein; and
- Accounted and balanced the election in accordance with Colorado Revised Statutes 1-10-101.5 and Colorado Election Rule 10.5.

We, the Arapahoe County Board of Canvassers, do hereby certify the Official Abstract of Votes Cast for the

2018 General Election

On this 20th day of November, 2018.

Chair, Arapahoe County Democratic Party
Mary Ellen Wolf

Arapahoe County Clerk and Recorder

Coordinated Election Official

Arapahoe County Republican Party

On this 20th day of November, 2018.
### Proposition 110 (Statutory)

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<th>Total Times Cast</th>
<th>273,729 / 423,146</th>
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<td>Percentage</td>
<td>64.69%</td>
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### Proposition 111 (Statutory)

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### Proposition 112 (Statutory)

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### City of Glendale Ballot Issue 2A

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### Proposed Charlou Park General Improvement District Ballot Question 2B

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### Proposed Charlou Park General Improvement District Ballot Issue 2C

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### City of Littleton Ballot Question 3A

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### City of Littleton Ballot Question 3B

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### City of Littleton Ballot Question 3D

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Attachment B
Map and Legal Description of Boundaries of Cherry Hills Village
Charlou Park 3rd Filing General Improvement District

Legal Description:

PLOTS 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
CHARLOU PARK 3RD FILING,
CITY OF CHERRY HILLS VILLAGE,
ARAPAHOE COUNTY,
STATE OF COLORADO

Map of the GID Boundaries:
ORDINANCE NO. 6
Series 2018
August 7, 2018: Introduced as Council Bill 6, Series 2018 by Councilor Katy Brown, seconded by Councilor Dan Sheldon and considered in full text on first reading. Passed by a vote of 6 yes and 0 no.

August 21, 2018: Considered in full text on second reading. Passed by a vote of 5 yes and 0 no.

A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE,
MAKING FINDINGS AND DETERMINATIONS WITH RESPECT TO A PETITION
CONCERNING THE ORGANIZATION OF THE PROPOSED “CHERRY HILLS VILLAGE
CHARLOU PARK 3rd FILING GENERAL IMPROVEMENT DISTRICT” PURSUANT TO § 31-25-601, ET SEQ., C.R.S., AND PROVIDING FOR THE QUESTION OF THE ORGANIZATION
OF SUCH DISTRICT TO BE REFERRED TO THE ELECTORS THEREOF ALONG WITH
ADDITIONAL BALLOT ISSUES AUTHORIZING THE ISSUANCE OF BONDED
INDEBTEDNESS AND IMPOSITION OF GENERAL PROPERTY TAXES TO ACCOMPLISH
THE PURPOSES OF SAID DISTRICT

WHEREAS, a Petition Regarding Approval of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District, City of Cherry Hills Village (the "Petition") has been filed in the office of the City Clerk; and

WHEREAS, the property to be included within proposed District, which is more fully described on Attachment A attached hereto and incorporated herein by reference, lies wholly within the boundaries of the City of Cherry Hills Village, Colorado (the "City"); and

WHEREAS, pursuant to and in accordance with § 31-25-606(1), C.R.S., notice of the public hearing on the Petition was duly published and mailed to each elector of the District; and

WHEREAS, the City Council conducted a public hearing on the Petition as required by § 31-25-607, C.R.S., on Tuesday, August 21, 2018 and afforded all interested persons an opportunity to be heard concerning matters relevant to the Petition; and

WHEREAS, the City Council desires to make certain findings and determinations with respect to the Petition, and to refer to the electors of the proposed Cherry Hills Village Charlou Park 3rd Filing General Improvement District, City of Cherry Hills Village, Colorado (the "District") ballot questions relating to the organization of the District, and the issuance of bonded indebtedness by the District, and the imposition of general property taxes by the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, ORDAINS:

Section 1. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby finds that it has jurisdiction to consider the Petition, and further finds as follows:

a. According to the tax rolls of the Arapahoe County Assessor and the last official voter registration list of the Arapahoe County Clerk and Recorder, and based upon additional relevant and competent evidence adduced at the public hearing, the total number of electors of the District is 30, and the total valuation for assessment of all taxable real and personal property in the District is $1,815,462.00.

b. The Petition has been duly signed by at least thirty percent (30%) of electors of the District and such signatures are genuine;

c. The Petition is in conformity with the provisions of § 31-25-601, et seq., C.R.S.; and

d. The allegations set forth in the Petition are true.

Section 3. Pursuant to the provisions of § 31-25-601, et seq. and Section 20 of Article X of the Colorado Constitution ("TABOR"), the City Council hereby determines and orders that an election to be held pursuant to the Uniform Election Code of 1992, Articles 1 to
13 of Title 1, C.R.S., for the organization of the District, and the issuance of bonded indebtedness and the imposition of property taxes by the District, and any other matters for which voter approval is required under TABOR, shall be conducted on November 6, 2018 (the "Election"), which Election shall be held on the same date as the City regular municipal election and conducted as a mail ballot election coordinated with Arapahoe County. The City Council hereby appoints the City Clerk as the Designated Election Official for purposes of the Election (the "DEO"), and hereby directs and authorizes the DEO to perform all of the functions and exercise all of the powers of the City in connection with such election as provided by state law, except as expressly reserved to City Council in Sections 4 and 5 below.

**Section 4.** The City Council hereby refers and approves the following ballot measures for submission to the electors of the District and to appear on the November 6, 2018 ballot:

**SHALL CHERRY HILLS VILLAGE CHARLOU PARK 3RD FILING GENERAL IMPROVEMENT DISTRICT, AS MORE PARTICULARLY DESCRIBED IN CITY ORDINANCE NO. 6, SERIES OF 2018, BE ORGANIZED IN THE CITY OF CHERRY HILLS VILLAGE, COLORADO?**

**SHALL CHERRY HILLS VILLAGE CHARLOU PARK 3RD FILING GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED NOT TO EXCEED $550,000, WITH A REPAYMENT COST NOT TO EXCEED $1,250,000 (PRINCIPAL AND INTEREST), AND SHALL THE DISTRICT'S TAXES BE INCREASED NOT TO EXCEED $60,000 ANNUALLY, TO PROVIDE FOR IMPROVEMENTS INCLUDING THE UNDERGROUNDING OF OVERHEAD UTILITIES IN THE DISTRICT AND THE REMOVAL OF UTILITY POLES, BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS BEARING INTEREST AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED 6.00%, TO BE PAID FROM PROPERTY TAXES, WITHOUT REDUCTION, AT A RATE AND IN AN AMOUNT SUFFICIENT TO PAY SUCH OBLIGATIONS OR ANY REFUNDINGS THEREOF, AND IN CONNECTION THEREWITH SHALL THE DISTRICT'S PROPERTY TAXES ALSO BE INCREASED NOT TO EXCEED $1,000 ANNUALLY TO PROVIDE FOR THE COST OF ADMINISTRATION OF THE DISTRICT AND THE OPERATION, MAINTENANCE AND REPAIR OF SUCH IMPROVEMENTS, ALL OF SUCH TAXES AND OTHER FUNDS, AND INVESTMENT EARNINGS THEREON, TO BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY LIMITS THAT WOULD OTHERWISE APPLY?**

**Section 5.** Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

**Section 6.** This Ordinance shall become effective ten (10) days after publication on second reading in accordance with Section 4.5 of the Charter for the City of Cherry Hills Village.

Adopted as Ordinance No. 6, Series 2018, by the City Council of the City of Cherry Hills Village, Colorado, on the 21st day of August, 2018.

Laura Christman, Mayor

ATTEST:

Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Linda Michow, City Attorney
Legal Description:

PLOTS 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
CHARLOU PARK 3RD FILING,
CITY OF CHERRY HILLS VILLAGE,
ARAPAHOE COUNTY,
STATE OF COLORADO

Map of the GID Boundaries:
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: JAY GOLDIE, DEPUTY CITY MANAGER/PUBLIC WORKS DIRECTOR
SUBJECT: RESOLUTION 3, SERIES 2019; ACCEPTING AND APPROVING AN EASEMENT AGREEMENT WITH DENVER FIRST CHURCH FOR A NON-MOTORIZED PUBLIC TRAIL, AUTHORIZING THE EXPENDITURE OF FUNDS IN PAYMENT THEREFOR, AND REPEALING RESOLUTION 9, SERIES 2016
DATE: JANUARY 15, 2019

ISSUE
Should the City Council approve Resolution 3, Series 2019 (Exhibit A); accepting and approving an easement agreement with Denver First Church for a non-motorized public trail, authorizing the expenditure of funds in the amount of $98,000.00, and repealing Resolution 9, Series 2016 (Exhibit B)?

DISCUSSION
Over the last three years, the City of Cherry Hills Village, City and County of Denver, and Arapahoe County have been working to design a new High Line Canal trail connection that would allow safe pedestrian movements underneath Hampden Avenue instead of at-grade. The three mentioned agencies received a Denver Regional Council of Government (DRCOG) grant in the amount of $4,050,000 in order to complete the Underpass and trail improvements. The proposed trail improvements are strongly supported by the High Line Canal Conservancy.

As engineering work for the Hampden Underpass progressed, the City of Denver identified a new Hampden Underpass location that they preferred as it would save construction funds on retaining walls and drainage issues. The new Underpass location is located approximately 150 feet to the east of the previous location (Exhibit C and D). City staff reviewed the proposed location and concurred that the new alignment would save both Denver and Cherry Hills Village construction costs.

In order to accommodate the new Underpass location, the City will need to forego our previously negotiated easement with Denver First Church (DFC) and obtain a new easement from DFC for
property adjacent to Hampden Avenue. The original easement was approved by Resolution 9, Series 2016 but has not been signed or recorded. The new easement is similar in size to the previous easement and the City has agreed to pay $98,000 for the new easement. This amount includes reimbursement to the Church for expenses related to this agreement. The original easement from 2016 was valued at $79,000.00.

As part of the realignment of the Underpass, the City will install a new pedestrian footbridge over the High Line Canal. The cost of the new footbridge will be paid from a recently awarded Open Space grant from Arapahoe County in the amount of $225,000. Denver Water has written a letter of support for the new footbridge.

The approval of Resolution 3, Series 2019 is solely for the acceptance of the easement, the approval of the expenditure of funds for the easement purchase, and repeal of Resolution 9, Series 2016. The construction of the trail improvements on the south side of Hampden Avenue still need to be designed and placed out to bid. When bidding has been completed, City Council will then be requested to authorize a construction contract for those improvements.

Finally, the Denver First Church Board will be reviewing this easement agreement on Thursday, January 10th for acceptance. In the event that the agreement is not acceptable as written, staff will recommend to remove this item from the agenda.

**STAFF RECOMMENDATION**
Staff recommends that City Council approve Resolution 3, Series 2019; accepting and approving an easement agreement with Denver First Church for a non-motorized public trail easement, authorizing the expenditure of $98,000.00, and repealing Resolution 9, Series 2016.

**RECOMMENDED MOTION**
“I move to approve Resolution 3, Series 2019; accepting and approving an easement agreement with Denver First Church for a non-motorized public trail easement, authorizing the expenditure of funds in payment therefor, and repealing Resolution 9, Series 2016.”

**ATTACHMENTS**

<table>
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<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
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<tr>
<td></td>
<td>Attachment A: Non-Motorized Public Trail Easement Agreement</td>
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<td></td>
<td>Exhibit A: Legal Description of Easement</td>
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<td>Exhibit B: Landscape Plan</td>
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<td>B</td>
<td>Resolution 9, Series 2016</td>
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<td>Attachment A: Non-Motorized Public Trail Easement Agreement</td>
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<tr>
<td>C</td>
<td>Trail Easement Map</td>
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<tr>
<td>D</td>
<td>New Alignment Map</td>
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WHEREAS, the City of Cherry Hills Village has the general authority, in accordance with its Home Rule Charter and Section 31-15-101(1)(d), Colorado Revised Statutes, to acquire, hold and dispose of real property; and

WHEREAS, the City is participating in and is the recipient of transportation improvement program (TIP) funding for two multi-use underpasses at Hampden Avenue and Colorado Boulevard (collectively, the "Underpass Project"); and

WHEREAS, the Underpass Project requires the realignment of the High Line Canal trail south of Hampden Avenue onto the Denver First Church of the Nazarene property in the vicinity of Hampden Avenue and South Monroe Street; and

WHEREAS, as a Project participant, the City has agreed to acquire the trail easement from Denver First Church; and

WHEREAS, pursuant to Resolution 9, Series 2016, the City Council originally accepted and approved a non-motorized public trail easement agreement with Denver First Church ("Original Proposed Trail Easement), but the Original Proposed Trail Easement was never signed or recorded; and

WHEREAS, since City Council approved the Original Proposed Trail Easement, the City of Denver identified a new location for the required trail easement, and City staff has determined that the new location will save the City construction costs for the Project; and

WHEREAS, City Council desires to repeal Resolution 9, Series 2016 to facilitate approval and acceptance of an easement in the new location, as set forth herein; and

WHEREAS, the City has agreed to pay Ninety-Eight Thousand Dollars and No Cents $98,000.00 for the non-motorized public trail easement consisting of 0.342 acres (14,8388 square feet), more or less ("Trail Easement"); and

WHEREAS, Denver First Church has agreed to convey the Trail Easement to the City in accordance with the terms and conditions set forth in the easement agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council accepts and approves the Non-motorized Public Trail Easement Agreement with Denver First Church, in substantially the same ‘form as set forth in Attachment A, attached hereto and incorporated herein by reference, subject to minor modifications and revisions approved by the City Manager and City Attorney that do not increase the City’s financial obligations, and authorizes the Mayor to execute the same.
Section 2. The City Council repeals Resolution 9, Series 2016 which approved and accepted the original trail easement.

Section 3. This Resolution is effective upon adoption.

Russell O. Stewart, Mayor

ATTEST: Approved as to form:

Laura Gillespie, City Clerk  Kathie B. Guckenberger, City Attorney
Following recording, return to:

Marcus McAskin
Michow Cox & McAskin LLP
6530 S. Yosemite Street, Ste. 200
Greenwood Village, CO 80113

EASEMENT AGREEMENT
FOR NON-MOTORIZED PUBLIC RECREATIONAL TRAIL

THIS EASEMENT AGREEMENT FOR NON-MOTORIZED PUBLIC TRAIL (the "Agreement") is entered into on this ___ day of ___ , 2019 (the "Effective Date"), by and between DENVER FIRST CHURCH OF THE NAZARENE, a Colorado non-profit corporation, whose address is 3800 E. Hampden Avenue, Englewood, Colorado 80113 (the "Grantor") and the CITY OF CHERRY HILLS VILLAGE, COLORADO, a home rule municipal corporation of the State of Colorado, whose address is 2450 East Quincy Avenue, Cherry Hills Village, Colorado, 80113 (the "City"). The Grantor and City are collectively referred to herein as the "Parties."

WHEREAS, the Grantor holds fee simple title to the property commonly known as 3800 E. Hampden Avenue, Cherry Hills Village, Colorado, and generally described as follows:

LOT 1, BLOCK 1, AMENDED PLAT OF LOT 1, BLOCK 1, HIGHLINE MEADOWS IN CHERRY HILLS, City of Cherry Hills Village, County of Arapahoe, State of Colorado, recorded in the real property records of Arapahoe County Clerk and Recorder at reception D5049755 (AIN: 2077-01-1-26-001), (the "Grantor Parcel"); and

WHEREAS, upon the terms and conditions set forth in this Agreement, the Grantor desires to convey to the City the right of public access and use to a limited portion of the northern boundary of the Grantor Parcel in order to advance public recreational opportunities on that certain recreational trail commonly known as the High Line Canal Trail and to enhance the character and quality of life within the City of Cherry Hills Village; and

WHEREAS, the City is desirous of installing and maintaining a non-motorized recreational trail within the boundaries of the Grantor Parcel, inclusive of a retaining wall within the Easement, described in Exhibit A, and associated landscaping and irrigation; and

NOW THEREFORE, in consideration of the sum of Ninety Eight Thousand Dollars ($98,000.00), paid by City, receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, and conveys to the City and its successors and assigns, a non-exclusive, permanent and perpetual easement generally located within the fifty foot (50') landscape buffer designated on the Final Plat for Highline Meadows in Cherry Hills, Cherry Hills Village, County of Arapahoe, State of Colorado, recorded at reception number A7083141 ("Landscape Buffer"); said easement parcel, consisting of 0.34 acres (14,833 square feet), more or less, as legally described in Exhibit A to this Agreement to be known for purposes of this Agreement as the "Easement."

It is the primary purpose and intent of this Agreement to permit and facilitate the City's installation, and perpetual operation and maintenance of a public recreational trail on the Easement for non-motorized use, including but not limited to pedestrian, equestrian, and bicycle uses together
with such fencing, surface improvements, landscaping, retaining walls, utilities, and directional signage as may be existing within the Easement or deemed appropriate by the City for installation in the future to support such non-motorized use(s) to connect the High Line Canal Trail from a pedestrian underpass to be constructed under Hampden Avenue to a footbridge to be constructed and located west of the Grantor Parcel (collectively, the "Easement Improvements").

The Easement granted to the City by this Agreement shall be subject to the following terms and conditions:

1. Subject to Paragraph 2, the City shall be permitted to access and use the Easement for purposes of operating, maintaining, repairing, and/or replacing the Easement Improvements or any portion thereof or construct Easement Improvements on the Easement after preparing "Construction Documents" for Grantor's review, approval, and issuance of a written notice to proceed ("NTP"). The Construction Documents shall set forth the specifications and drawings for construction of the Easement Improvements. The Construction Documents shall also include a landscape plan as described in Paragraph 3 of this Agreement. Collectively, the Easement Improvements and landscape plan shall constitute the "Construction Documents". The Easement Improvements shall be designed, constructed and located within the Landscape Buffer and outside of any Buildable Area of the Grantor Parcel. For purposes of this Agreement, "Buildable Area" means the area of the Grantor Parcel outside of any required yards (setbacks). Grantor shall be required to review and accept the City's construction documents for such Easement Improvements as provided in Paragraph 2 of this Agreement.

2. Within forty-five (45) days of receipt of the Construction Documents, the Grantor shall complete its review of the Construction Documents and either authorize the NTP or provide the City with a written explanation of any deficiency in the Construction Documents with such specificity to allow the City to cure the Deficiency. As used herein, "Deficiency" means any material departure in type or quantity of materials or location of the Easement Improvements or landscaping from the terms of this Agreement. The City shall correct any Deficiency and provide revised Construction Documents to Grantor. Grantor shall have five (5) business days from date of receipt of revised Construction Documents to review the City's resubmitted Construction Documents and authorize the NTP or provide written explanation of any unresolved Deficiency. This process shall continue until Grantor authorizes the NTP.

If Grantor fails to approve the NTP or provide a Deficiency notice within the above-specified review periods, the Construction Documents shall be deemed approved and the City shall be authorized to commence construction of the Easement Improvements. Grantor shall not unreasonably withhold or delay issuance of an NTP; however, it shall not be considered "unreasonable" for the Grantor to withhold issuance of the NTP, if in Grantor's reasonable determination, the Construction Documents will encroach within the Buildable Area of the Grantor Parcel or demonstrate a Deficiency as defined above. Prior to issuance of a NTP, the City is authorized to enter the Easement to perform survey or design work associated with the Easement Improvements. Upon the Grantor's approval of the Construction Documents, the Construction Documents shall be made a part of this Agreement and shall bind the City in its use and access of the Easement, including in its construction, operation, maintenance, repair, re-design and/or removal of the Easement Improvements. The City shall operate, maintain, replace, repair, re-design and or remove the Easement Improvements in a reasonable manner and in conformance with the approved Construction Documents.

3. The Construction Documents shall include a landscape plan to include conifer trees of a minimum caliper of five inches (5") and other vegetation (collectively, the "Landscaping"), as conceptually illustrated in Exhibit B, attached hereto and incorporated herein by reference, to the reasonable satisfaction of Grantor. The landscape plan shall cover the area at the north end of the Grantor
Parcel within the Easement, as depicted in Exhibit B. The City shall install and maintain irrigation improvements within the Easement at its sole cost and expense.

4. Except as limited by the terms of this Agreement, the Construction Documents, and issuance of the NTP, the City, its agents, and contractors shall have and exercise the right of ingress and egress in, through, over, under and across the Easement, by motorized vehicle or otherwise, as reasonably necessary for the construction, operation, maintenance, repair, replacement, re-design and/or removal of Easement Improvements within the Easement.

5. Grantor intends to submit applications to the City to rezone and subdivide the Grantor Parcel, and to dedicate the Easement in fee simple to the City. If such applications are approved by the City, the City, in the course of such subdivision, shall apply the Easement as a credit (and subsequent fee dedication of same) toward the Grantor's open space, park and trail land dedication requirement under Section 17-3-30 of the City's subdivision regulations, as may be amended from time to time. Whether or not the Grantor Parcel is subdivided, the entirety of the Grantor Parcel shall be included in minimum land calculations directed by the Cherry Hills Village Municipal Code. Upon dedication of the Easement to the City in fee simple, this Easement Agreement shall terminate without further action by the Parties.

6. All Easement Improvements described in the Construction Documents, and or necessitated to bring the City into compliance with this Agreement and/or the Construction Documents, shall be paid for by the City. At all times, the City shall be obligated to maintain the Easement and the Easement Improvements in good repair and condition, and nothing contained herein shall create any obligation on the part of the Grantor to maintain the Easement or the Easement Improvements. The City shall be solely responsible for any damages and/or liabilities on the Grantor Parcel arising from the City's use, including uses related to construction, operation, maintenance, repair, re-design, replacement and/or removal of the Easement Improvements, and/or any use by the public, including of the High Line Canal Trail.

7. The Grantor shall bear no future costs or expenses of any kind related to the City's or public's access or use of the Easement or its construction, operation, maintenance, repair, re-design, replacement and/or removal of the Easement Improvements. Any costs or expense related to the City's construction, operation, maintenance, removal, repair, re-design, replacement or re-installation of any Easement Improvements shall be the sole obligation of the City. The City will budget and appropriate funds for construction and maintenance of the Easement and Easement Improvements as part of the City's annual budget process, and subject to annual appropriations.

8. The City agrees to indemnify and hold harmless the Grantor, its officers, employees, trustees, agents and insurers from and against all liability, claims and demands on account of injury, loss or damage, including without limitation claims, suits or causes of action arising from bodily damage or any other loss of any kind whatsoever, including attorneys' fees and expenses that might be incurred by the Grantor or asserted against it, which arise out of or are in any manner connected with the City's or public's use or access of the Easement, including for purposes of the City's construction, operation, maintenance, repair, re-design, and/or removal of Easement Improvements or any portion thereof.

9. The grant of the Easement and the terms and conditions of this Agreement shall be effective upon the recordation of a fully executed copy of this Agreement in the real property records of the Arapahoe County Clerk and Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, cancelled or terminated by the written consent of all of the then record owners of the Easement and the Grantor Parcel. Upon Grantor's acceptance of the City's Construction Documents, the City shall promptly record the
Construction Documents as an exhibit to this Agreement in the real property records of the Arapahoe County Clerk and Recorder.

10. Except as otherwise provided in the Construction Documents, the City and Grantor shall not construct or place any structure or building, street light, power pole, yard light or mailbox, whether temporary or permanent, or place any shrub or tree, woody plant, nursery stock, garden or other landscaping design feature (collectively referred to as “Property Alterations”) on or within any part of the Easement. Except as otherwise provided in the Construction Documents, Property Alterations situated on the Easement as of the date of this Agreement may be removed by and at the sole expense of the City without any liability therefore. Any Property Alterations placed on the Easement by City or Grantor subsequent to the date hereof without the other parties’ consent may be removed by the City at the expense of the party placing the Property Alterations.

11. Notwithstanding any provision of this Agreement or the Construction Documents, it is specifically agreed between and among the Parties that the Grantor shall not take any action that would impair the lateral or subjacent support for the Easement or Easement Improvements, and the City shall not take any action that would impair the lateral or subjacent support of the Grantor Parcel, including but not limited to Grantor’s parking facility located on the Grantor Parcel.

12. It is expressly acknowledged and agreed that the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate governmental entity as are reasonably necessary for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Easement Improvements consistent with the terms of this Agreement and the Construction Documents.

13. The City agrees that at such time and in the event that the Easement described herein ceases permanently to be used and operated as part of the recreational trail known as the High Line Canal Trail, the City shall process a vacation of the Easement through City Council and provide Grantor with written notice has been provided to Grantor confirming said vacation. Upon City Council vacating the Easement, the Easement shall terminate and the real property interest represented by the Easement shall revert to the Grantor, and its successors and/or assigns. Upon a vacation of the Easement as contemplated by this Paragraph 13, the City agrees to record a notice of termination of Easement or similar document in the real property records of Arapahoe County, Colorado. Upon vacation and termination of the Easement and upon Grantor’s written request, the City shall be obligated at its sole expense to return the Easement to the condition it was in as of the date of execution of this Easement Agreement.

14. The City acknowledges that Grantor may submit future land development applications and further acknowledges that the Easement and Easement Improvements will not factor negatively into the City’s review of any such development applications as the Easement Improvements are located within the Landscape Buffer.

15. The rights and obligations created by this Agreement may not be assigned, including but not limited to the City’s rights and obligations to construct, operate, maintain, repair, re-design, and/or remove the Easement Improvements in accordance with the terms of this Agreement.

16. This Agreement may be enforced in law or in equity, including a suit for specific performance and/or damages. As a condition to seeking judicial enforcement of this Agreement, the parties must first attempt to resolve the dispute according to the following dispute resolution process:
A. The Grantor's designee and the City Manager of Cherry Hills Village shall meet to facilitate a resolution. If a resolution is agreed upon, it shall be memorialized in writing and signed by the Parties.

B. If the Grantor's designee and the City Manager of Cherry Hills Village are unable to resolve the dispute within a reasonable time, the Parties may, by mutual agreement, elect to resolve the dispute by mediation or arbitration, or either Party may seek judicial enforcement of this Agreement.

C. This dispute resolution process shall not restrict the right of any Party to institute a legal proceeding to obtain provisional injunctive relief during the pendency of the dispute resolution process, but any other action shall be subject to prior exhaustion of the procedures above.

17. This Agreement, as may be amended, shall be interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the District Court for Arapahoe County, Colorado.

18. This Agreement, as may be amended, constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the subject matter of this Agreement.

19. Nothing in this Agreement is intended to waive any protection afforded to the City, its officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the City, its officials, employees, and agents.

20. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

21. The rights and responsibilities set forth in this Agreement, as may be amended, are intended to be covenants on the Grantor Parcel and the Easement, and are to run with the land.

22. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

23. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to other party. The notice addresses of the City and Grantor are as follows:

CITY:

City Manager
City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113

GRANTOR:

Denver First Church of the Nazarene
3800 E. Hampden Avenue
Englewood, CO 80113
24. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

25. **Recordation of Agreement.** The City shall record this Agreement once the Agreement is fully executed by the City and Grantor. Recording costs shall be paid by the City. The City shall, promptly after recording, provide a copy of same to Grantor at the address set forth in Paragraph 23 above.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the day and year written below.

**GRANTOR:**

**DENVER FIRST CHURCH OF THE NAZARENE,** a Colorado non-profit corporation

By: ____________________________

Name: __________________________

Title: __________________________

ss.

**STATE OF COLORADO**

**COUNTY OF ________________**

The foregoing instrument was acknowledged before me this day of ____________, 2019, by ____________________________, as the ____________ of DENVER FIRST CHURCH OF THE NAZARENE, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: ________________

[SEAL]

Notary Public
CITY OF CHERRY HILLS VILLAGE, a home rule municipal corporation of the State of Colorado

By: ____________________________
    Russell O. Stewart, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT
EXHIBIT A

A tract or parcel of land over and across that parcel of land described as Lot 1, Block 1, Amended Plat of Lot 1, Block 1, Highline Meadows in Cherry Hills, as recorded at Reception No. D5049755 in the Public Records of Arapahoe County, located in the Northeast Quarter of Section 1, Township 5 South, Range 68 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, said parcel being more particularly described as follows:

For the purposes of this description the bearings are referenced to the north line of the Northeast Quarter of Section 1, Township 5 South, Range 68 West, of the Sixth Principal Meridian, assumed to bear North 89'48"14' East, a distance of 2642.16 feet. (S89'48"1'E, 2642.16' Plat), monumented by a 3" Aluminum Cap marked LS 19003 on a 2k" pipe in range box at the northwest corner of said Northeast Quarter and by a 3k" Aluminum Cap marked LS 25375 on a 2k" pipe in range box at the northeast corner of said Northeast Quarter of Section 1.

Beginning at the northwest corner of said Lot 1, Block 1, Amended Plat of Lot 1, Block 1, Highline Meadows in Cherry Hills, whence the Northwest Corner of said Northeast Quarter of Section 1, bears North 85'17"16' West, a distance of 1016.71 feet;
THENCE North 89'48"14' East, along the north line of said Lot 1, Block 1, also being the South right-of-way line of East Hampden Avenue, a distance of 248.71 feet;
THENCE along a curve to the right, an arc length of 47.32 feet, said curve having a radius of 30.00 feet, a delta angle of 90'22'28", a chord bearing of South 45'00'05" East and a chord length of 42.56 feet;
THENCE South 00'11"09' West, a distance of 19.80 feet;
THENCE South 89'48"14' West, a distance of 317.84 feet to the west line of said Lot 1, Block 1;
THENCE along said west line along a non-tangent curve to the right, an arc length of 39.93 feet, said curve having a radius of 89.65 feet, a delta angle of 25'31'08", a chord bearing of North 33'05'18" East and a chord length of 39.60 feet;
THENCE continuing along said west line, North 45'50'57" East, a distance of 24.35 feet to the northwest corner of said Lot 1 and the Point of Beginning.

Containing 14888 Square Feet, or 0.342 Acres, more or less.
EXHIBIT A

BASIS OF BEARINGS

N89°48'14"E 2642.16' (N89°48'14"E 2642.16' PER PLAT)

N LINE NORTHEAST QUARTER SECTION 1

E HAMPDEN AVE (R.O.W. VARIES)

P.O.B. N45°50'57"E 24.35'

TRAIL EASEMENT

S89°48'14"W 317.84'

LOT 1, BLOCK 1, AMENDED PLAT OF LOT 1, BLOCK 1, HIGHLINE MEADOWS IN CHERRY HILLS
RECEPTION NO. D5049755
OWNER: DENVER FIRST CHURCH OF THE NAZARENE
ENGLEWOOD, CO 80113-4102
PARCEL ID: 2077-01-1-26-001

CURVE | RADIUS | ARC LENGTH | CHORD LENGTH
-------|---------|------------|----------------|
C1     | 30.00'  | 47.32'     | 42.56'          |
C5     | 144.41' | 210.08'    | 192.04'         |
C6     | 89.65'  | 132.31'    | 120.46'         |

CHORD BEARING | DELTA ANGLE
S45°00'05"E   | 90°22'28"
N03°05'35"E   | 83°21'03"
N03°37'55"E   | 84°25'56"

25' DRAINAGE, PONDING AND UTILITY EASEMENT
RECEPTION NO. A7083141

HIGHLINE CANAL
100' WIDE R.O.W.

50' LANDSCAPE BUFFER
RECEPTION NO. A7083141

25' DRAINAGE, PONDING
AND UTILITY EASEMENT
RECEPTION NO. A7083141

SOUTH MONROE STREET (60', R.O.W.)

PARCEL ID: 2077-01-1-26-001

DATE: 1/4/2019
DRWN BY: RD
CHECKED BY: AVW
JOB No. 1503-017

THIS DOES NOT REPRESENT A MONUMENTED SURVEY.

DALEY LAND SURVEYING, INC.
1701 LINCOLN AVE 856
PARKER, CO 80134

SCALE: 1' = 60'
EXHIBIT B
LANDSCAPE PLAN
Notes:

1. Trees shall be a minimum of 8-12 feet in height and all tree canopies along the southerly easement line shall not exceed 4 feet in separation.

2. City will provide a separate tap and meter for the easement area and will pay all costs associated with tap, meter, and watering. The tap location is anticipated to be within Monroe Street, but has not been field verified. If necessary, DFC agrees to provide a separate utility easement to the City as shown on this plan at no cost to the City in order to allow the Trail Easement area to be irrigated.

3. The City shall be responsible for the monitoring of the overall health and maintenance of trees within the easement area. Any tree that expires will be replaced within 60 days to the specifications of Note 1 above.

4. All retaining walls shall not protrude more than 1 foot over their abutting grade, and shall be surface treated to blend in with their surroundings. Exposed concrete cinder block surface areas shall be prohibited on all areas of any wall.

Exhibit B - Preliminary Landscape and Irrigation Plan
RESOLUTION NO. 9
SERIES OF 2016
INTRODUCED BY: KATY BROWN
SECONDED BY: KLASINA VANDERWERF

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE
ACCEPTING AND APPROVING AN EASEMENT AGREEMENT WITH DENVER FIRST
CHURCH FOR A NON-MOTORIZED PUBLIC TRAIL AND AUTHORIZING THE
EXPENDITURE OF FUNDS IN PAYMENT THEREFOR

WHEREAS, the City of Cherry Hills Village has the general authority, in accordance with
its Home Rule Charter and Section 31-15-101(1)(d), Colorado Revised Statutes, to acquire,
hold and dispose of real property; and

WHEREAS, the City is participating in and is the recipient of transportation improvement
program (TIP) funding for two multi-use underpasses at Hampden Avenue and Colorado
Boulevard (Collectively, the "Underpass Project"); and

WHEREAS, the Underpass Project requires the realignment of the High Line Canal trail
south of Hampden Avenue onto the Denver First Church of the Nazarene property in the vicinity
of Hampden Avenue and South Monroe Street; and

WHEREAS, as a Project participant, the City has agreed to acquire the trail easement
from Denver First Church; and

WHEREAS, the City has obtained an appraisal for the trail parcel, consisting of 0.328
acres, valued at seventy-nine thousand dollars ($79,000.00); and

WHEREAS, Denver First Church has agreed to convey the trail parcel to the City in
accordance with the terms and conditions set forth in the easement agreement attached to this
Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council hereby accepts and approves the Non-motorized Public
Trail Easement Agreement with Denver First Church as set forth on Exhibit A, attached hereto
and incorporated herein by reference, and authorizes the Mayor to execute the same.

Section 2. The City's expenditure of funds for the easement is contingent upon:
   a) Final approval and execution of the Intergovernmental Agreement Regarding
      Cost Sharing and Collaboration of the High Line Canal Underpasses Project at
      Hampden Avenue and Colorado Boulevard by Cherry Hills Village, Arapahoe
      County and the City and County of Denver; and
   b) Final approval and execution of the Intergovernmental Agreement between
      CDOT and the City and County of Denver Regarding the High Line Canal
      Underpass Project.

Section 3. This Resolution is effective upon adoption.

Introduced, passed and adopted at the regular
meeting of City Council this 21st day of June 2016,
by a vote of 5 Yes and 0 No.

(SEAL)

Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney
EXHIBIT A
NON-MOTORIZED PUBLIC TRAIL EASEMENT AGREEMENT
EASEMENT AGREEMENT
FOR NON-MOTORIZED PUBLIC TRAIL

THIS EASEMENT AGREEMENT FOR NON-MOTORIZED PUBLIC TRAIL (the "Agreement") is entered into on this ___ day of ______________, 2016, by and between DENVER FIRST CHURCH OF THE NAZARENE, a Colorado non-profit corporation, whose address is 3800 E. Hampden Avenue, Englewood, Colorado 80113 (the "Grantor") and the CITY OF CHERRY HILLS VILLAGE, COLORADO, a home rule municipal corporation of the State of Colorado, whose address is 2450 East Quincy Avenue, Cherry Hills Village, Colorado, 80113 (the "City"). The Grantor and City are collectively referred to herein as the "Parties."

WHEREAS, the Grantor holds fee simple title to the property commonly known as 3800 E. Hampden Avenue, Cherry Hills Village, Colorado, and generally described as follows:

LOT 1, BLOCK 1, AMENDED PLAT OF LOT 1, BLOCK 1, HIGHLINE MEADOWS IN CHERRY HILLS (AIN: 2077-01-1-26-001), consisting of 3.33 acres more or less, together with, SOUTH FIVE FEET OF LOT 2 & LOTS 3-24, BLOCK 2, & ALL BLOCKS 3 AND 4, SOUTH UNIVERSITY PARK (AIN: 2077-01-1-01-015), consisting of 10.66 acres more or less (together, the "Grantor Parcel"); and

WHEREAS, the Grantor desires to convey to the City the right of public access and use to a limited portion of the western boundary of the Grantor Parcel in order to advance public recreational opportunities on the High Line Canal Trail and to enhance the character and quality of life within the City of Cherry Hills Village; and

WHEREAS, the City is desirous of installing and maintaining a non-motorized recreational trail within the boundaries of the Grantor Parcel.

NOW THEREFORE, in consideration of the sum of Seventy-Nine Thousand Dollars ($79,000.00), paid by City, receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, and conveys to the City and its successors and assigns, a non-exclusive, permanent and perpetual easement consisting of 0.328 acres (14,272 square feet), more or less, as legally described in Exhibit A to this Agreement to be known for purposes of this Agreement as the "Easement."
It is the primary purpose and intent of this Agreement to permit and facilitate the City's installation, and perpetual operation and maintenance of a public recreational trail on the Easement for non-motorized use, including but not limited to pedestrian, equestrian, and bicycle uses together with such fencing, surface improvements, landscaping, retaining walls, and directional signage as may be existing within the Easement or deemed appropriate by the City for installation in the future to support such non-motorized use(s) (collectively, the "Easement Improvements").

The Easement granted to the City by this Agreement shall be subject to the following terms and conditions:

1. Subject to Paragraph 2, the City shall be permitted to access and use the Easement, for purposes of operating, maintaining, repairing, and/or replacing the Easement Improvements or any portion thereof, in a manner that would not in any way cause any damage to the Grantor Parcel, including but not limited to the Grantor’s Parking Facility, as defined herein. The City’s operation, maintenance, replacement, and/or repair of Easement Improvements shall comply with best practices and standards.

2. The City shall only install or construct Easement Improvements on the Easement upon the Grantor’s issuance of a written notice to proceed ("NTP"). Grantor shall be allowed to review and accept the City’s construction documents for such Easement Improvements ("Construction Documents"). The NTP from the Grantor shall not be unreasonably withheld or delayed by Grantor. Prior to issuance of a NTP, the City is authorized to enter the Easement to perform survey or design work associated with the Easement Improvements prior to the Grantor’s issuance of a NTP. The City shall be responsible for paying all reasonable engineering fees of Grantor’s consultants associated with the Grantor’s review and evaluation of the Construction Documents subject to the Grantor providing the City with an estimate of fees prior to commencement of Grantor’s review of Construction Documents. Upon the Grantor’s approval of the Construction Documents, the Construction Documents shall be made a part of this Agreement and shall bind the City in its use and access of the Easement, including in its construction, operation, maintenance, repair, re-design and/or removal of the Easement Improvements. The City shall operate, maintain, replace, repair, re-design and or remove the Easement Improvements in a reasonable manner and in conformance with the approved Construction Documents.

3. The City shall be solely liable to Grantor for any damages caused to the Grantor Parcel, including but not limited to the Grantor’s parking facility located immediately adjacent to the Easement and west of Monroe Street (“Parking Facility”), as a result of the City’s use or access to the Easement, including for purposes of constructing, operating, maintaining, repairing, replacing, re-designing and/or removal of the Easement Improvements (“Easement Related Damages”). In the event of any Easement Related Damages, the City shall in a commercially reasonable time frame and in a commercially reasonable manner, take all steps necessary to repair the Easement Related Damages and restore the Grantor’s Parcel to the condition it was in prior to the Easement Related Damages. The City shall further compensate Grantor for all reasonable expenses incurred by Grantor as a result of the Easement Related Damages.

4. Except as limited by the terms of this Agreement and the Construction Documents, the City, its agents, and contractors shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement, by motorized vehicle or otherwise, for any
purpose necessary for the construction, operation, maintenance, repair, replacement, re-
design and/or removal of Easement Improvements within the Easement.

5. All Easement Improvements described in the Construction Documents, and or necessitated
to bring the City into compliance with this Agreement and/or the Construction Documents,
shall be paid for by the City. The City shall be obligated to maintain the Easement and the
Easement Improvements in good repair and condition, and nothing contained herein shall
create any obligation on the part of the Grantor to maintain the Easement or the Easement
Improvements. The City shall be solely responsible for any damages and/or liabilities cased
as a result of its use and access of the Easement, and its construction, operation,
maintenance, repair, re-design, replacement and/or removal of the Easement
Improvements.

6. The Grantor shall bear no future costs or expenses of any kind related to the City’s access
or use of the Easement or its construction, operation, maintenance, repair, re-design,
replacement and/or removal of the Easement Improvements. Any costs or expense related
to the City’s construction, operation, maintenance, removal, repair, re-design, replacement
or re-installation of any Easement Improvements shall be the sole obligation of the City.

7. To the extent permitted by law, the City agrees to indemnify and hold harmless the Grantor,
its officers, employees, trustees, agents and insurers from and against all liability, claims
and demands on account of injury, loss or damage, including without limitation claims
arising from bodily damage or any other loss of any kind whatsoever, including attorneys’
fees and expenses that might be incurred by the Grantor or asserted against it, which arise
out of or are in any manner connected with the City’s use or access of the Easement,
including the City’s construction, operation, maintenance, repair, re-design, and/or removal
of Easement Improvements or any portion thereof.

8. The grant of the Easement and the terms and conditions of this Agreement shall be effective
upon the recordation of a fully executed copy of this Agreement in the real property records
of the Arapahoe County Clerk and Recorder and shall remain in full force and effect
thereafter in perpetuity, unless this Agreement is modified, amended, cancelled or
terminated by the written consent of all of the then record owners of the Easement and the
Grantor Parcel. Upon Grantor’s acceptance of the City’s Construction Documents, the City
shall promptly record the Construction Documents as Exhibit B to this Agreement in the real
property records of the Arapahoe County Clerk and Recorder.

9. Except as otherwise provided in the Construction Documents, the Grantor shall not
construct or place any structure or building, street light, power pole, yard light or mailbox,
whether temporary or permanent, or place any shrub or tree, woody plant, nursery stock,
garden or other landscaping design feature (collectively referred to as “Property Alterations”) on or within any part of the Easement. Except as otherwise provided in the Construction
Documents, Property Alterations situated on the Easement as of the date of this Agreement
may be removed by and at the sole expense of the City without any liability therefore. Any
Property Alterations placed on the Easement by Grantor subsequent to the date hereof
without the City’s consent may be removed by the City at the expense of the Grantor without
liability to the City, which expenses if not paid shall entitle the City to a lien on the
Easement.

10. Notwithstanding any provision of this Agreement or the Construction Documents, it is
specifically agreed between and among the Parties that the Grantor shall not take any
action that would impair the lateral or subjacent support for the Easement or Easement Improvements, and the City shall not take any action that would impair the lateral or subjacent support of the Grantor Parcel, including but not limited to Grantor’s Parking Facility.

11. It is expressly acknowledged and agreed that the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate governmental entity as are reasonably necessary for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Easement Improvements consistent with the terms of this Agreement and the Construction Documents.

12. The City agrees that at such time and in the event that the Easement described herein ceases to be used and operated as part of the High Line Canal Trail, the City shall process a vacation of the Easement through City Council and provide Grantor with written notice has been provided to Grantor confirming said vacation. Upon City Council vacating the Easement, the Easement shall terminate and the real property interest represented by the Easement shall revert to the Grantor, and its successors and/or assigns. Upon a vacation of the Easement as contemplated by this paragraph 12, the City agrees to record a notice of termination of Easement or similar document in the real property records of Arapahoe County, Colorado. Upon vacation and termination of the Easement and upon Grantor’s written request, the City shall be obligated at its sole expense to return the Easement to the condition it was in as of the date of execution of this Easement Agreement.

13. The rights and obligations created by this Agreement may not be assigned, including but not limited to the City’s rights and obligations to construct, operate, maintain, repair, re-design, and/or remove the Easement Improvements in accordance with the terms of this Agreement.

14. This Agreement, as may be amended, shall be interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the District Court for Arapahoe County, Colorado.

15. This Agreement, as may be amended, constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the subject matter of this Agreement.

16. Nothing in this Agreement is intended to waive any protection afforded to the City, its officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the City, its officials, employees, and agents.

17. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

18. The rights and responsibilities set forth in this Agreement, as may be amended, are intended to be covenants on the Grantor Parcel and the Easement, and are to run with the land.

19. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such
litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

20. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to other party. The notice addresses of the City and Grantor are as follows:

CITY:

City Manager
City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113

With a copy to:

City Attorney
c/o Michow Cox & McAskin LLP
6530 S. Yosemite Street, Ste. 200
Greenwood Village, CO 80111

GRANTOR:

Denver First Church of the Nazarene
3800 E. Hampden Avenue
Englewood, CO 80113

21. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

22. Recordation of Agreement. The City shall record this Agreement once the Agreement is fully executed by the City and Grantor. Recording costs shall be paid by the City. The City shall, promptly after recording, provide a copy of same to Grantor at the address set forth in paragraph 20 above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.
GRANTOR:

DENVER FIRST CHURCH OF THE NAZARENE, a Colorado non-profit corporation

By: ________________________________

Name: ______________________________
Title: _______________________________

STATE OF COLORADO )
COUNTY OF _____________ ) ss.

The foregoing instrument was acknowledged before me this ______ day of ________, 2016, by ________________________, as the ____________________ of DENVER FIRST CHURCH OF THE NAZARENE, a Colorado non-profit corporation.

Witness my hand and official seal.
My commission expires: ______________________

[SEAL]

Notary Public

______________________________
CITY:

CITY OF CHERRY HILLS VILLAGE, a home rule municipal corporation of the State of Colorado

By: ______________________________
    Laura Christman, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Linda Michow, City Attorney
EXHIBIT A
Description of Easement

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN, CHERRY HILLS VILLAGE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, WHENCE THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER BEARS SOUTH 89°35'08" WEST WITH ALL BEARINGS REFERENCED HEREIN TO SAID LINE

THENCE NORTH 89°48'14" EAST A DISTANCE OF 31.70 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45°50'57" WEST, A DISTANCE OF 47.17 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 84°26'08" WEST, A DISTANCE OF 99.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 67.65 FEET;

THENCE SOUTH 38°35'03" EAST, A DISTANCE OF 141.76 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 83°21'04" WEST, A DISTANCE OF 242.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 166.41 FEET;

THENCE SOUTH 44°46'07" WEST, A DISTANCE OF 126.34 FEET;

THENCE NORTH 59°54'56" WEST, A DISTANCE OF 22.74 FEET;

THENCE NORTH 44°46'00" WEST, A DISTANCE OF 132.11 FEET;

THENCE TANGENT TO SAID CURVE NORTH 83°21'04" WEST, A DISTANCE OF 210.08 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 144.41 FEET;

THENCE NORTH 38°35'03" WEST, A DISTANCE OF 141.76 FEET;

THENCE TANGENT TO SAID CURVE NORTH 84°26'06" EAST, A DISTANCE OF 132.11 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 89.65 FEET;

THENCE NORTH 45°50'57" EAST, A DISTANCE OF 24.35 FEET

THENCE NORTH 89°48'14" EAST A DISTANCE OF 31.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.328 ACRES, (14,272 SQUARE FEET), MORE OR LESS.

AS SHOWN ON THE ATTACHED EXHIBIT AND MADE A PART HEREOF.
EXHIBIT "A"
TRAIL EXHIBIT
"HIGH LINE AT HAMPDEN"

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED
ON RECORDED DOCUMENTS FROM ARAPAHOE COUNTY
NO FIELD VERIFICATION HAS BEEN PERFORMED TO
CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY
CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT

PARKS EXHIBIT

ICON
ENGINEERING

GEOID: ARAPAHOE COUNTY
LOCATION: TOWN OF COLLIER VALLEY
SECTION: 30
TOWNSHIP: SS
RANGE: 66N
SIXTH PRINCIPAL MERIDIAN
ARAPAHOE COUNTY, COLORADO

9
EXHIBIT B

APPROVED CONSTRUCTION DOCUMENTS

[TO BE ATTACHED AND RECORDED BY SEPARATE INSTRUMENT FOLLOWING RECORDATION OF THE EASEMENT AGREEMENT]
EXHIBIT A

Basis of Bearings
N 89°48'14"E 2642.16' (N 89°48'14"E 2642.16' Per Plat)
NE Corner, NE Quarter
Sec. 1, T5S, R68W
Find 3" Alum Cap
LS 19003 on A 2" Pipe
In Range Box

E Hampden Ave (R.O.W. Varies)

Lot 1, Block 1, Amended Plat of Lot 1,
Block 1, Highline Meadows in Cherry Hills
Reception No. DSO49755
Owner: Denver First Church of the Nazarene
3800 E Hampden Ave
Englewood, CO 80113-4102
Parcel ID: 2077-01-1-26--001

Curve Radius | Arc Length | Chord Length
--- | --- | ---
C1 | 30.00' | 47.32' | 42.58'
C5 | 144.41' | 210.08' | 192.04'
C6 | 89.65' | 132.11' | 120.48'

Chord Bearing Delta Angle
- S45°00'05"E 97° 22' 28"
- N03°05'35"E 85° 21' 03"
- N03°37'55"E 84° 25' 56"

25' Drainage, Ponding
And Utility Easement
Reception No. A7083141

Sheet 2 of 2

Date: 1/4/2019
Drawn By: RD
Checked By: AVV
Job No. 1503-017

This Does Not Represent
A Monumented Survey.

Daley Land Surveying, Inc.
1701 Lincoln Ave
Parker, CO 80134
MEMORANDUM

TO:       HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM:     JAY GOLDIE, DEPUTY CITY MANAGER/PUBLIC WORKS DIRECTOR

SUBJECT:  RESOLUTION 4, SERIES 2019; ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT REGARDING MAINTENANCE OF THE HIGH LINE CANAL UNDERPASSES AT HAMPDEN AVENUE AND COLORADO BOULEVARD

DATE:     JANUARY 15, 2019

ISSUE
Should City Council approve Resolution 4, Series 2019; entering into an Intergovernmental Agreement regarding maintenance of the High Line Canal Underpasses at Hampden Avenue and Colorado Boulevard with the City and County of Denver and the State of Colorado, Department of Transportation (Exhibit A)?

BACKGROUND:
In April 2015, the Denver Regional Council of Governments and Colorado Department of Transportation (CDOT) awarded $4,050,000 to the City of Cherry Hills Village (City), City and County of Denver (Denver) and Arapahoe County to install two underpasses at Hampden Avenue and Colorado Boulevard to improve pedestrian and cyclist safety and increase regional trail connectivity. The City, Denver and Arapahoe County agreed to contribute $450,000 per agency as the combined local match for the project. Denver has agreed to serve as the local agency that will enter into an agreement with CDOT for the financing, design and construction of the project.

DISCUSSION
Resolution 10, Series 2016 approved the Intergovernmental Agreement Regarding Cost Sharing and Collaboration on the High Line Canal Underpasses Project with the express understanding and agreement from Denver and CDOT that the City's obligations for maintenance of the underpass improvements will be limited to ordinary and routine maintenance and shall not include capital or structural maintenance of the underpass improvements.
Ordinary Maintenance
As outlined in the 2016 Cost Sharing IGA, “Ordinary Maintenance” would be defined in this proposed Maintenance IGA (Attachment A to Resolution 4, 2019). It is defined on page 2 of the Maintenance IGA as “… all ordinary and necessary repairs, upkeep, cleaning, and maintenance…” Exhibit A to the Maintenance IGA specifically outlines the City’s obligations as follows.

Cherry Hills Village - Ordinary Maintenance
a. Headwall assembly on the south side of Hampden Avenue
b. Wing wall assembly to include (toe wall and apron) on the south side of Hampden Avenue
c. Approach sidewalks (path) slabs on the south side of Hampden Avenue
d. Ordinary maintenance inside the Hampden Avenue Box Culvert to include;
   1. Snow and ice removal
   2. Graffiti removal
   3. General debris removal (trash/sweeping)
   4. Lighting, striping and signage
   5. Vagrancy
   6. Vegetation Control/Removal

Structural/Capital Maintenance
Capital Maintenance is discussed on page 2 of the Maintenance IGA:

i. As used herein, the term “Capital Maintenance” shall mean and refer to any and all construction, rehabilitation, replacement, improvement, or major repairs to, for, or of any permanently attached or functional part of the real property or any structural component of any specified portion of the Underpass Project, including, without limitation, all of the work set forth and described in Exhibit B attached hereto.
ii. CDOT shall, at its sole cost and expense, be responsible for completing, on a periodic and as-needed basis, all Capital Maintenance on and for all elements of the Hampden Underpass.
iii. Denver shall, at its sole cost and expense, be responsible for completing, on a periodic and as-needed basis, all Capital Maintenance on and for all elements of the Underpass Project located north of the Hampden Underpass.

BUDGET IMPACT
Staff feels that the Maintenance IGA effectively protects the City’s limited budget with regard to future expenditures on maintenance and repair of the underpass structure. Once complete the required maintenance expenses will be allocated to the Parks and Recreation Fund. Staff
anticipates that normal yearly expenses for regular maintenance including snow removal, sweeping, lighting, painting etc. will be between $2,000 and $5,000.

**STAFF RECOMMENDATION**
Staff recommends that City Council approve the IGA with Denver and the State of Colorado, Department of Transportation for the maintenance of the High Line Canal Underpasses at Hampden Avenue and Colorado Boulevard.

**RECOMMENDED MOTION:**
“I move to approve Resolution 4, Series 2019, approving an Intergovernmental Agreement Regarding Maintenance of the High Line Canal Underpasses at Hampden Avenue and Colorado Boulevard by and among the City of Cherry Hills Village, the City and County of Denver and the State of Colorado, Department of Transportation.”

**ATTACHMENTS:**
Exhibit A: Resolution 4, Series 2019
Attachment A: Intergovernmental Agreement Regarding Maintenance of the High Line Canal Underpasses at Hampden Avenue and Colorado Boulevard
RESOLUTION NO. 04
SERIES OF 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE
ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT
REGARDING MAINTENANCE OF THE HIGH LINE CANAL UNDERPASSES
AT HAMPDEN AVENUE AND COLORADO BOULEVARD

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate or contract
with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the
City Council, by resolution or by ordinance, to enter into contracts or agreements with other
governmental units or special districts for receiving services; and

WHEREAS, the cities of Cherry Hills Village, Denver and the State of Colorado
Department of Transportation (Collectively, the “Parties”) agree there is a public safety and
welfare need to construct a trail underpass for the High Line Canal Trail at Hampden Avenue,
located within the jurisdictions of the Parties; and

WHEREAS, the Parties are participating in and are in the recipient of transportation
improvement program (TIP) funding for two multi-use underpasses at Hampden Avenue and
Colorado Boulevard (Collectively, the “Underpass Project”); and

WHEREAS, the Parties agree that such intergovernmental cooperation creates
efficiencies in operation, resources and cost, and thus furthers the public health, safety and
welfare of the residents of the Cities and State; and

WHEREAS, the Parties desire to enter into the attached Intergovernmental Agreement
outlining the maintenance and repair responsibilities for each Party in accordance with the terms
and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council accepts and approves the Intergovernmental Agreement
with Denver and the State of Colorado, Department of Transportation, in substantially the same
form as set forth in Attachment A, attached hereto and incorporated herein by reference, subject
to minor modifications and revisions approved by the City Manager and City Attorney that do not
increase the City's financial obligations, and authorizes the Mayor to execute the same.

Section 2. This Resolution is effective upon adoption.

Russell O. Stewart, Mayor

ATTEST:

Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger, City Attorney
ATTACHMENT A
INTERGOVERNMENTAL AGREEMENT REGARDING MAINTENANCE
OF THE HIGH LINE CANAL UNDERPASSES
AT HAMPDEN AVENUE AND COLORADO BOULEVARD
This Intergovernmental Agreement ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between THE CITY OF CHERRY HILLS VILLAGE, a Colorado municipal corporation ("CHV"), THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("Denver"), and the STATE OF COLORADO, acting by and through its DEPARTMENT OF TRANSPORTATION ("CDOT" and referred to herein collectively with CHV and Denver as the "Parties" or each individually as a "Party").

WHEREAS, CHV, in conjunction with Denver, applied for and received federal funding from the Denver Regional Council of Governments ("DRCOG") and CDOT as part of the 2016-2021 Transportation Improvement Program ("TIP") for two multi-use concrete box culvert underpasses, one of which is to be located beneath Hampden Avenue about 1500 feet west of Colorado Boulevard as shown on attached Exhibit C ("Hampden Underpass") and the second of which is to be located beneath Colorado Boulevard about 200 feet north of Hampden Avenue ("Colorado Underpass") (collectively, the "Underpass Project");

WHEREAS, Denver is the "Local Agency" for the Underpass Project under the Agreement, dated September 15, 2016, which provides for the financing, design and construction of the Underpass Project with CDOT (Routing #: 16-HA1-ZH-00155; SAP ID #: 471000904) (the "CDOT Agreement");

WHEREAS, CHV, Denver, and the Board of County Commissioners of the County of Arapahoe, State of Colorado ("Arapahoe"), are parties to that certain Intergovernmental Agreement Regarding Cost Sharing and Collaboration on the High Line Canal Underpass Project at Hampden Avenue and Colorado Boulevard, dated September 9, 2016 (the "Cost Sharing Agreement"), whereby CHV, Denver, and Arapahoe agreed to allocate responsibility for the maintenance of the Underpass Project by separate agreement; and

WHEREAS, Section 6(1) of the CDOT Agreement sets forth the obligation of Denver to provide for the maintenance of the Underpass Project; and

WHEREAS, pursuant to the CDOT Agreement and the Cost Sharing Agreement, the Parties wish to formalize their maintenance and repair responsibilities associated with the Underpass Project; and

WHEREAS, this Agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the Parties agree as follows:

1. Maintenance.

   A. Ordinary Maintenance.
i. As used herein, the term “Ordinary Maintenance” shall mean and refer to all ordinary and necessary repairs, upkeep, cleaning, and maintenance of the specified portion of the Underpass Project, including, without limitation, all of the work set forth and described in Exhibit A attached hereto.

ii. CHV shall, at its sole cost and expense, be responsible for completing, on a periodic and as-needed basis, all Ordinary Maintenance on and for all elements of the Hampden Underpass.

iii. Denver shall, at its sole cost and expense, be responsible for completing, on a periodic and as-needed basis, all Ordinary Maintenance on and for all elements of the Underpass Project north of the Hampden Underpass.

iv. CDOT shall have no obligation or responsibility for Ordinary Maintenance.

v. The obligation to undertake Ordinary Maintenance shall commence when construction of the Underpass Project is substantially complete and approved for use by Denver. For purposes of this Section 1(A), Ordinary Maintenance shall not include any elements of Capital Maintenance as defined in Section 1(B) below.

B. Structural/Capital Maintenance.

i. As used herein, the term “Capital Maintenance” shall mean and refer to any and all construction, rehabilitation, replacement, improvement, or major repairs to, for, or of any permanently attached or functional part of the real property or any structural component of any specified portion of the Underpass Project, including, without limitation, all of the work set forth and described in Exhibit B attached hereto.

ii. CDOT shall, at its sole cost and expense, be responsible for completing, on a periodic and as-needed basis, all Capital Maintenance on and for all elements of the Hampden Underpass.

iii. Denver shall, at its sole cost and expense, be responsible for completing, on a periodic and as-needed basis, all Capital Maintenance on and for all elements of the Underpass Project located north of the Hampden Underpass.

iv. The obligation to undertake Capital Maintenance shall commence when construction of the Underpass Project is substantially complete and approved for use by Denver.

2. Performance.

A. Maintenance Performance. If, at any time, Denver is dissatisfied with the state of the Ordinary Maintenance of the Hampden Underpass or the Colorado
Underpass, in addition to any and all remedies available for such condition, Denver may temporarily close the affected underpass in the interest of public health and safety.

B. *Structural Performance.* If Denver determines at any time that the Hampden Underpass or the Colorado Underpass is not safe for passage or is structurally unsound, or in connection with the completion of any Capital Maintenance work on the Hampden Underpass and/or the Colorado Underpass the Denver Manager of Public Works determines that it is necessary, Denver may close the Hampden Underpass and/or the Colorado Underpass at both access points until such work is completed.

C. *Notice.* If CHV determines at any time that the Hampden Underpass is not safe for passage or is structurally unsound, the CHV Public Works Director shall notify Denver and CDOT of such determination in writing.

D. *Necessary Access.* The parties to this Agreement are permitted access to property that is owned or maintained by a party to this Agreement, in connection with this Underpass Project, for the sole purpose of completing the respective tasks described herein, for the duration of this Agreement.

E. *Inspection.* Parties have the right to provide construction inspection as desired. CDOT shall perform ordinary routine inspections as necessary on the Hampden Underpass.

3. **Term and Termination.** This Agreement may be terminated at any time upon mutual agreement of the Parties, but shall otherwise continue in full force and effect and remain in place as long as the Colorado Underpass and/or the Hampden Underpass remain in service.

4. **Liability.** Nothing contained in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities or limitations of liability available to the Parties against third parties by law.

5. **General Provisions.**

A. *Reasonable Efforts; Good Faith:* CHV and Denver agree to work diligently together and in good faith, using reasonable efforts to perform the terms and conditions of this Agreement, to resolve any unforeseen issues and disputes, and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

B. *CDOT Agreement:* CDOT hereby acknowledges and agrees that the execution of this Agreement by the Parties and the allocation of responsibilities set forth herein shall comply with and satisfy the terms and conditions set forth in Section 6(I) of the CDOT Agreement.
C. **Prior Obligations.** All roadway maintenance obligations shall remain in place and are unchanged by this Agreement.

D. **Appropriation:** Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the respective Parties. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party.

E. **Non-waiver:** No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

F. **Examination of Records/Audit:** The Parties agree that, during the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party’s sole expense.

G. **Applicable Law/Exercise of Authority:** The Parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this Agreement or as may be subsequently enacted or adopted and become applicable; provided, however, both Parties agree that neither Party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part, but otherwise this paragraph shall not limit the powers and authority of the respective Parties.

H. **No Discrimination in Employment:** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

I. **Conflict of Interest:** The Parties agree that no official, officer or employee of the Parties shall have any personal or beneficial interest whatsoever in the services
or property described herein, and further agree that each Party shall comply with its respective code of ethics.

J. Force Majeure: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of force majeure, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any force majeure. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting force majeure to the other Party. "Force majeure" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

K. Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. No Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

L. Dispute Resolution: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Should a dispute arise between the City and County of Denver and Cherry Hills Village only, Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.
M. *No Third-Party Beneficiaries:* It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

N. *Claims:* In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.

O. *Notice:* All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally, or by appropriate facsimile transmission (receipt verified by telephone), or by certified mail, return receipt requested, to the following:

- **CHV:** City of Cherry Hills Village  
  2450 East Quincy Avenue  
  Cherry Hills Village, Colorado 80113
- **DENVER:** Executive Director of Public Works  
  201 West Colfax Avenue, Dept. 601  
  Denver, Colorado 80202
- **CDOT:** CDOT Region 1 Carol Anderson  
  2000 Holly St. Denver, CO, 80204

P. *Entire Agreement:* This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Q. *Amendment:* This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

R. *No Assignment:* No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

S. *Severability:* Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good
faith negotiations and proceed with due diligence to draft a term or condition that will achieve the original intent and purposes of the Parties hereunder.

T. *Headings for Convenience*: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit or describe the scope or intent of any provision of this Agreement.

U. *Authority*: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement.

V. *Execution of Agreement*: This Agreement shall not be or become effective or binding, and shall not be dated, until it has been fully executed by all signatories of the Parties.

[SIGNATURE PAGES TO FOLLOW]
Exhibit A

ORDINARY MAINTENANCE

Cherry Hills Village - Ordinary Maintenance

a. Headwall assembly on the south side of Hampden Avenue
b. Wing wall assembly to include (toe wall and apron) on the south side of Hampden Avenue
c. Approach sidewalks (path) slabs on the south side of Hampden Avenue
d. Ordinary maintenance inside the Hampden Avenue Box Culvert to include;
   1. Snow and ice removal
   2. Graffiti removal
   3. General debris removal (trash/sweeping)
   4. Lighting, striping and signage
   5. Vagrancy
   6. Vegetation Control/Removal

City and County of Denver – Ordinary Maintenance

Ordinary maintenance inside the Colorado Boulevard Box Culvert to include;
   1. Snow and ice removal
   2. Graffiti removal
   3. General debris removal (trash/sweeping)
   4. Lighting, striping and signage
   5. Vagrancy
   6. Vegetation Control/Removal
Exhibit B

CAPITAL MAINTENANCE

CDOT - Capital Maintenance

CDOT is responsible for the integrity of the concrete within the Hampden Avenue Box Culvert to include:

1. Loss of Structural Integrity (Joint Separation, Misalignment, Seam Defects).
2. Maintenance and repairs of the precast concrete box sections to include:
   a. Scaling
   b. Delamination
   c. Spalling
   d. Efflorescence
   e. Honeycombs
   f. Pop-outs
   g. Sectional joints
   h. Sealant material
   i. Culvert waterproofing
   j. Sectional ties (hardware)
   k. Concrete bike path/trail slab within the Hampden Avenue Box Culvert
   l. Crack Sealing

City and County of Denver Capital Maintenance Colorado Underpass Box Culvert

1. Loss of Structural Integrity (Joint Separation, Misalignment, Seam Defects).
2. Maintenance and repairs of the precast concrete box sections to include:
   a. Scaling
   b. Delamination
   c. Spalling
   d. Efflorescence
   e. Honeycombs
   f. Pop-outs
   g. Sectional joints
   h. Sealant material
   i. Culvert waterproofing
   j. Sectional ties (hardware)
   k. Concrete bike path/trail slab within the Colorado Box Culvert
   l. Crack Sealing
EXHIBIT B

City and County of Denver Capital Maintenance Hampden Underpass Box Culvert

Denver will be responsible for capital maintenance of the concrete approach slabs leading up to the box culvert which are in its jurisdiction and outside of CDOT right of way.

Cherry Hills Village – Capital Maintenance

Cherry Hills Village will be responsible for capital maintenance of the concrete approach slabs leading up to the box culvert which are in its jurisdiction and outside of CDOT right of way.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Contract Control Number: PWADM-201845040-00
Contractor Name: City of Cherry of Hills Village

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL.

CITY AND COUNTY OF DENVER

ATTEST:

By__________________________

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By________________________________

By________________________________
Contract Control Number: PWADM-201845040-00

Contractor Name: City of Cherry of Hills Village

By: ________________________________

Name: _______________________________
(please print)

Title: _______________________________
(please print)

ATTEST: [if required]

By: ________________________________

Name: _______________________________
(please print)

Title: _______________________________
(please print)
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: LAURA GILLESPIE, CITY CLERK
SUBJECT: CITY COUNCIL LIAISON ASSIGNMENTS
DATE: JANUARY 15, 2019

DISCUSSION
Attached is the City Council Liaison Program that was adopted in 1984, formalized in 2006, and updated in 2015 (see Exhibit A).

With the election of new City Council members, the liaison assignments need to be updated. Current assignments are shown in Exhibit B. The only new addition to the list since last year is the Arapahoe County Transportation Forum.

NEXT STEPS
Staff is seeking direction from the City Council on updating the liaison assignments.

ATTACHMENTS
Exhibit A: City Council Liaison Program
Exhibit B: Current City Council Liaison Assignments
CITY COUNCIL LIAISON PROGRAM

During the budget study sessions of 1980 and 1981, the topic of City Council liaison assignments was discussed as a method of ensuring legislative involvement in a number of important functions before the City Council was asked to act on various matters. Recognizing the roles and responsibilities assigned by the City Charter (with the City Council as the policy legislative body and the City Manager as the chief administrative officer), the Mayor and the City Manager have endorsed such a program since that time.

To clarify the role of these liaison assignments, the following policies were adopted for this program in 1984, formalized in 2006, and updated in 2015:

1. Duration of Assignment
   a. One year minimum (usually two years), or as needed as determined by the Mayor and City Manager
   b. The Mayor shall bring this program to the attention of the City Council and the City Manager after each City Council election, and after consultation shall make updates to Council liaison assignments

2. Categories of Assignment
   a. City Departments
      i. Police Department
      ii. Public Works Department
      iii. Parks & Trails Division
      iv. Community Development Department
      v. Finance Division
   b. City Boards and Commissions
      i. Board of Adjustment & Appeals
      ii. Parks, Trails & Recreation Commission
      iii. Public Art Commission
      iv. Other Committees as determined by City Council
   c. Outside Agencies
      i. DRCOG
      ii. CML Policy Making Committee
      iii. Arapahoe County Mayors & Managers
      iv. The Crier Committee
v. High Line Canal Working Group
vi. Centennial Airport Noise Roundtable

3. Responsibility
   a. Councilmember
      i. Be the first contact on the City Council for matters involving City policy decisions
      ii. City Department Liaisons: Review and understand the monthly reports and general operation of the department or agency
      iii. City Department Liaisons: Review and comment on department budget requests
      iv. Report all public comments (pro and con) to the department or agency head for follow-up action
   b. Department Head
      i. Recognize departmental matters relating to the citywide policy decisions and consult with Council liaison for advice
      ii. Review and explain monthly report data with Council liaison as needed
      iii. Review budget request with Council liaison
      iv. Follow-up on all public comments and report back to Council liaison
## CITY COUNCIL LIAISON ASSIGNMENTS
Revised May 15, 2018

<table>
<thead>
<tr>
<th>CITY DEPARTMENTS AND DIVISIONS:</th>
<th>Liaison</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Department</td>
<td>Sheldon</td>
<td>Christman</td>
</tr>
<tr>
<td>Finance Division</td>
<td>Hoellen</td>
<td>Blum</td>
</tr>
<tr>
<td>Parks &amp; Trails Division</td>
<td>Gallagher</td>
<td>Brown</td>
</tr>
<tr>
<td>Police Department</td>
<td>Hoellen</td>
<td>Sheldon</td>
</tr>
<tr>
<td>Public Works Department</td>
<td>Blum</td>
<td>Weil</td>
</tr>
<tr>
<td>Village Crier</td>
<td>Gallagher</td>
<td>Brown</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY BOARDS AND COMMISSIONS:</th>
<th>Liaison</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Adjustment &amp; Appeals</td>
<td>Weil</td>
<td>Sheldon</td>
</tr>
<tr>
<td>Cherry Hills Village Art Commission</td>
<td>Brown</td>
<td>Christman</td>
</tr>
<tr>
<td>Parks, Trails &amp; Recreation Commission</td>
<td>Gallagher</td>
<td>Brown</td>
</tr>
<tr>
<td>Quincy Farm Committee</td>
<td>Christman</td>
<td>Weil</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OUTSIDE AGENCIES:</th>
<th>Liaison</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arapahoe County Mayors &amp; Managers</td>
<td>Christman</td>
<td>Hoellen</td>
</tr>
<tr>
<td>Arapahoe County Transportation Forum</td>
<td>Christman</td>
<td>Hoellen</td>
</tr>
<tr>
<td>Centennial Airport Noise Roundtable</td>
<td>Brown</td>
<td>Weil</td>
</tr>
<tr>
<td>CML Policy Making Committee</td>
<td>Brown</td>
<td>Weil</td>
</tr>
<tr>
<td>DRCOG</td>
<td>Christman</td>
<td>Hoellen</td>
</tr>
<tr>
<td>High Line Canal Working Group</td>
<td>Sheldon</td>
<td>Brown</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO:       HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM:    LAURA GILLESPIE, CITY CLERK

SUBJECT: QUINCY FARM COMMITTEE VACANCY

DATE:    JANUARY 15, 2019

ISSUE
Staff is seeking City Council members to review applications, conduct interviews and make a recommendation to Council to fill the vacancy on the Quincy Farm Committee.

DISCUSSION
Vacancy
Due to the election of Mayor Stewart there is currently a vacancy on the Quincy Farm Committee (QFC). Solicitations for applications for the QFC were included in the December and January issues of the Village Crier and on the City website. Staff has one application from the last two years and has contacted that applicant to see if they would like to be considered along with any new applicants. Staff has received one new application at the time packets were finalized. The application deadline is January 31, 2018. After the application deadline has passed staff will arrange applicant interviews with two members of Council.

Member Terms
Current terms on the QFC are shown below. The new member would be appointed to a partial term to complete Mayor Stewart’s term.

<table>
<thead>
<tr>
<th>Member</th>
<th>First Appointed</th>
<th>Term End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katie Agron</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Klasina VanderWerf</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>new member</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>Melinda Haymonds</td>
<td>2015</td>
<td>2020</td>
</tr>
<tr>
<td>Dale DeLeo</td>
<td>2015</td>
<td>2021</td>
</tr>
<tr>
<td>Lucinda Greene</td>
<td>2015</td>
<td>2021</td>
</tr>
<tr>
<td>Joel Sydlow</td>
<td>2018</td>
<td>2021</td>
</tr>
</tbody>
</table>
NEXT STEPS
Staff is asking Council to select two Council members to review applications, conduct interviews and make a recommendation to Council to fill the vacancy on the QFC.
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM: EMILY BLACK, PARKS AND RECREATION COORDINATOR

SUBJECT: CHERRY HILLS LAND PRESERVE DONATION FOR JOHN MEADE PARK TREES AND LANDSCAPING

DATE: JANUARY 15, 2019

ISSUE

Should the City Council accept a donation from the Cherry Hills Land Preserve in the amount of $10,000 for trees and landscaping at John Meade Park?

DISCUSSION

The Cherry Hills Land Preserve (CHLP) is a nonprofit organization based in Cherry Hills Village. Their mission is to “preserve open lands in Cherry Hills Village through leadership, stewardship, advocacy, and education”. CHLP has made a gift of $10,000 to the Catherine H. Anderson Land Donation Fund to help fund trees and landscaping at John Meade Park. The donation contains the following stipulations (excerpted from the attached donation letter, Exhibit A):

"The funds may be used at your discretion for the tree and landscaping plan for the Park, but we would appreciate their use for a group of trees or some definable feature that can be identified as funded by CHLP.

With the acceptance of this gift, the City agrees to:

• Provide public acknowledgement of the gift from the Cherry Hills Land Preserve; and
• Provide evidence that funds were used in accordance with the intent of this restricted gift."

Staff has clarified in discussions with the CHLP that the donation does not require a sign to be placed in the park. Staff will work with the CHLP to make a determination about specific landscaping or trees to be funded after bids have been received for the park construction.
STAFF RECOMMENDATION

Staff recommends that City Council approve the restricted gift from Cherry Hills Land Preserve and to accept the $10,000 donation to the Catherine Anderson Land Donation Fund, to be used for trees and landscaping at John Meade Park.

RECOMMENDED MOTION

“I move to approve the restricted gift from Cherry Hills Land Preserve and to accept the $10,000 donation to the Catherine H. Anderson Land Donation Fund, to be used for trees and landscaping at John Meade Park.”

ATTACHMENTS

Exhibit A: Donation letter from Cherry Hills Land Preserve
December 19, 2018

Mr. Jim Thorsen  
City Manager  
Ms. Emily Black  
Parks & Trails Coordinator  
City of Cherry Hills Village  
2450 E. Quincy Avenue  
Cherry Hills Village, CO 80113

Dear Jim and Emily:

The Cherry Hills Land Preserve (CHLP) is pleased to make a restricted gift of $10,000 to the Cat Anderson Fund at the City of Cherry Hills Village to fund the City’s plan for trees and landscaping in the City’s new John Meade Park.

This restricted gift is made by the Cherry Hills Land Preserve, a local 501(c)3 nonprofit organization focused on preserving natural open lands in CHV and on encouraging land conservation leadership through education. CHLP’s support of the trees and landscaping in John Meade Park aligns with our mission as an opportunity to enhance and expand open space in the Village by improving the natural beauty and ecosystems of the pond and wetlands around the new park. The funds may be used at your discretion for the tree and landscaping plan for the Park, but we would appreciate their use for a group of trees or some definable feature that can be identified as funded by CHLP.

With the acceptance of this gift, the City agrees to:

- Provide public acknowledgement of the gift from the Cherry Hills Land Preserve; and
- Provide evidence that funds were used in accordance with the intent of this restricted gift.

Per my discussion with Emily, we are providing a check for the full $10,000 in anticipation of funds being used in late 2019 or 2020. Further, we recognize the donation needs to be formally approved by City Council in January 2019. If you have any questions, please contact me at 303-882-8581.

CHLP looks forward to continued collaboration with the City of Cherry Hills Village to enhance our wonderful parks and trails, and to encourage our citizens to explore and enjoy them fully. We hope the T-shirts for the Trail Passport Program were helpful and look forward to working together next year.

Sincerely,

Anne (Janney) Carpenter  
Board President - Cherry Hills Land Preserve, Inc.
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: RACHEL GRANRATH, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH END REPORT FOR DECEMBER 2018
DATE: JANUARY 15, 2019

BUILDING PERMITS SUMMARY:

<table>
<thead>
<tr>
<th></th>
<th>December 2018</th>
<th>YTD 2018</th>
<th>YTD 2017</th>
<th>YTD % Change</th>
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<tbody>
<tr>
<td>Total Permits</td>
<td>40</td>
<td>806</td>
<td>791</td>
<td>2%</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$30,325</td>
<td>$1,166,742</td>
<td>$775,307</td>
<td>50%</td>
</tr>
<tr>
<td>New Home Permits</td>
<td>0</td>
<td>11</td>
<td>6</td>
<td>83%</td>
</tr>
<tr>
<td>New Home Revenue</td>
<td>$0</td>
<td>$504,622</td>
<td>$180,451</td>
<td>180%</td>
</tr>
<tr>
<td>Remodel/Addition Permits</td>
<td>6</td>
<td>133</td>
<td>104</td>
<td>28%</td>
</tr>
<tr>
<td>Remodel/Addition Revenue</td>
<td>$3,530</td>
<td>$246,459</td>
<td>$147,388</td>
<td>67%</td>
</tr>
</tbody>
</table>

PLANNING AND ZONING COMMISSION:
- December 6, 2018 regular meeting: Cancelled due to a lack of agenda items

BOARD OF ADJUSTMENT AND APPEALS:
- December 11, 2018 regular meeting: Cancelled due to a lack of agenda items.

ATTACHMENTS:
Exhibit A: Planning Project Activity List
Exhibit B: Year-to-Date Permit Activity Graphs
Exhibit C: Permit Summary Table
City Council and Planning and Zoning Commission Members are advised to avoid discussing quasi-judicial land use matters with any person outside of the public hearing process. The restriction on discussion of quasi-judicial matters is generally considered to take effect when a formal application has been filed with the City. The following list includes only those matters for which the City has received a formal application. City Council and Planning and Zoning Commission Members are nevertheless advised to use caution in discussing any land use matter that may become quasi-judicial, even before the filing of a formal application.

### Quasi-Judicial Cases

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Address</th>
<th>Description</th>
<th>PTRC Review</th>
<th>P&amp;Z Review</th>
<th>Council Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denver First Church of the Nazarene</td>
<td>3800 E Hampden Avenue</td>
<td>Expanded Use Application to remove existing parking lot on the 3.3 acres abutting the Church property</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>City of Cherry Hills Village</td>
<td>120 Meade Lane</td>
<td>Rezoning application for John Meade Park and Alan Hutto Memorial Commons from R-1; O-1; and C-1 to O-2</td>
<td>1/10/19</td>
<td>1/22/19</td>
<td>TBD</td>
</tr>
<tr>
<td>Wireless Tower Expansion</td>
<td>120 Meade Lane</td>
<td>Expansion of existing monopole at old South Metro Fire Station – on hold at applicant’s request to look at alternative</td>
<td>N/A</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### Non Quasi-Judicial Cases and Ordinance Amendments

<table>
<thead>
<tr>
<th>Applicant</th>
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<th>P&amp;Z Review</th>
<th>Council Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Cherry Hills Village</td>
<td>N/A</td>
<td>Code Modernization</td>
<td>TBD</td>
<td>TBD</td>
<td>Steering committee meetings</td>
</tr>
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<td>Code Modernization</td>
<td>TBD</td>
<td>TBD</td>
<td>Steering committee meetings</td>
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</table>

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Address</th>
<th>Description</th>
<th>PTRC Review</th>
<th>P&amp;Z Review</th>
<th>Council Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Cherry Hills Village</td>
<td>N/A</td>
<td>Code Modernization</td>
<td>TBD</td>
<td>TBD</td>
<td>Steering committee meetings</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Address</th>
<th>Description</th>
<th>PTRC Review</th>
<th>P&amp;Z Review</th>
<th>Council Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Cherry Hills Village</td>
<td>N/A</td>
<td>Code Modernization</td>
<td>TBD</td>
<td>TBD</td>
<td>Steering committee meetings</td>
</tr>
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</table>
TOTAL PERMITS
YTD THROUGH DECEMBER
10 YEAR COMPARISON

Total Number of Building Permits
YTD December/Ten-Year Comparison

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Permits</th>
</tr>
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<tbody>
<tr>
<td>2008</td>
<td>789</td>
</tr>
<tr>
<td>2009</td>
<td>639</td>
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<tr>
<td>2010</td>
<td>743</td>
</tr>
<tr>
<td>2011</td>
<td>726</td>
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<tr>
<td>2012</td>
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<td>961</td>
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</tr>
<tr>
<td>2018</td>
<td>806</td>
</tr>
<tr>
<td>2008-2018 Av</td>
<td>829</td>
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Estimated Revenue from All Building Permits
YTD December/Ten-Year Comparison

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
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<tbody>
<tr>
<td>2008</td>
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<td>2009</td>
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<td>$516,756</td>
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<tr>
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<tr>
<td>2014</td>
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<tr>
<td>2015</td>
<td>$862,975</td>
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<tr>
<td>2016</td>
<td>$1,074,200</td>
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<tr>
<td>2017</td>
<td>$775,307</td>
</tr>
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<td>$1,166,742</td>
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<tr>
<td>2008-2018 Av</td>
<td>$820,060</td>
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</table>
NEW RESIDENCES
YTD THROUGH DECEMBER
10 YEAR COMPARISON

Total Number of New Residential Building Permits
YTD December/ Ten-Year Comparison

Year
Number of Permits

Estimated Revenue from New Residential Building Permits
YTD December/Ten-Year Comparison

Revenue
$600,000 $500,000 $400,000 $300,000 $200,000 $100,000 $0

Year
**ADDITIONS & REMODELS**
**YTD THROUGH DECEMBER**
**10 YEAR COMPARISON**

**Total Number of Addition and Remodel Permits**
**YTD December**
**Ten-Year Comparison**

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Permits</th>
</tr>
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<tbody>
<tr>
<td>2008</td>
<td>120</td>
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<tr>
<td>2009</td>
<td>106</td>
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<tr>
<td>2010</td>
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<td>2012</td>
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<td>2013</td>
<td>160</td>
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<td>2015</td>
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<td>2016</td>
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<td>2017</td>
<td>104</td>
</tr>
<tr>
<td>2018</td>
<td>133</td>
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<tr>
<td>2008-2018 Av</td>
<td>124</td>
</tr>
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</table>

**Estimated Revenue from Addition and Remodel Permits**
**YTD December/Ten-Year Comparison**

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
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<tr>
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<tr>
<td>2011</td>
<td>$162,641</td>
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<td>2012</td>
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<td>2013</td>
<td>$223,820</td>
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<tr>
<td>2014</td>
<td>$229,581</td>
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<td>2015</td>
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<td>2017</td>
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<tr>
<td>2018</td>
<td>$209,940</td>
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<tr>
<td>2008-2018 Av</td>
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# CITY OF CHERRY HILLS VILLAGE BUILDING DEPARTMENT
## MONTHLY REPORT FOR
### DECEMBER 1-31, 2018

<table>
<thead>
<tr>
<th>I</th>
<th>Residences</th>
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<tr>
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<td>1</td>
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<tr>
<td>2018 YTD</td>
<td>11</td>
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</tr>
<tr>
<td>Number Issued</td>
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<tr>
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<tr>
<td>Bidg. Permit Fee</td>
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<td>Plan Check Fee</td>
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<td>Service Exp. Fee</td>
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<td>$8,612.80</td>
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<tr>
<td>II</td>
<td>Additions &amp; Remodels/Alterations</td>
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<tr>
<td>Number Issued</td>
<td>133</td>
<td>8</td>
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<td>$0.00</td>
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<td>Plan Check Fee</td>
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<td>$2,560.00</td>
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<tr>
<td>Service Exp. Fee</td>
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<tr>
<td>III</td>
<td>Accessory &amp; Recreational</td>
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<tr>
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<td>Plan Check Fee</td>
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<td>$2,960.00</td>
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<tr>
<td>Service Exp. Fee</td>
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<td>$3,686.20</td>
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<tr>
<td>IV</td>
<td>Other Bids, Structures, &amp; Misc</td>
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<tr>
<td>Number Issued</td>
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<td>35</td>
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<td>$100.00</td>
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<td>Plan Check Fee</td>
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<td>$1,880.00</td>
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<td>Service Exp. Fee</td>
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<td>$0.00</td>
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<tr>
<td>V</td>
<td>Electrical</td>
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<td>$0.00</td>
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<tr>
<td>Reinspection/Investigation Fee</td>
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<td>$825.23</td>
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<td>Plan Check Fee</td>
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<td>$0.00</td>
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<tr>
<td>VI</td>
<td>Totals</td>
<td></td>
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<tr>
<td>Number Issued</td>
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<td>51</td>
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<td>Reinspection/Investigation Fee</td>
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<td>$825.23</td>
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<tr>
<td>Plan Check Fee</td>
<td>$171,720.00</td>
<td>$18,100.00</td>
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<tr>
<td>Service Exp. Fee</td>
<td>$154,925.60</td>
<td>$12,299.00</td>
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</tbody>
</table>
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM: MICHELLE TOVREA, POLICE CHIEF

SUBJECT: DECEMBER REPORT

DATE: JANUARY 15, 2019

Office Sack continues to improve...he is in good spirits and continues with his rehabilitation. He has been in the building a few times connecting with the staff. In addition, Cory hopes to be released sometime soon for light duty. We all look forward to his return.

Officer Callahan attended 40 hour Standard Field Sobriety Testing (SFST) instructor’s school. This training will allow Jen to instruct and provide updates to officers during in-service training regarding the detection and testing of suspects driving under the influence (DUI). Officer Kazmirski and Supervisor Reynolds attended a 3 day armorer school on the care and maintenance of single action handguns and the AR15 rifle. This training will assist the Department by keeping this service “in-house” instead of having to pay an outside vendor.

The Office of the District Attorney completed the review of the incident involving Officer Sack. Commander Weathers and I attended a presentation by the Critical Response Team lead Investigator Detective Mike Williams at the DA’s office on December 19th. After the presentation, District Attorney George Brauchier authored a letter indication that Officer Sack’s use of force was justified. The following is a paragraph of the letter released by the DA’s Office:

"Consistent with the requirements of section 20-1-114 of the Colorado Revised Statutes, I have completed my review of the officer-involved shooting that occurred on August 20, 2018, at 7 Sedgewick Drive in Cherry Hills Village, Colorado. Detective Mike Williams of the Castle Rock Police Department is the lead investigator for the Critical Response Team (CRT). The investigation concerned the gunfire exchanged between Cherry Hills Village Officer Cory Sack and a suspect in a home invasion robbery. I was asked to review the conduct of Officer Sack to determine whether he acted in compliance with the law. It is my opinion that Officer Sack acted in complete accordance with the laws governing use of force in self-defense and defense of others, and use of force by law enforcement, and that his conduct was absolutely lawful.”

***There were no accidents involving pedestrians or bicycles this month.

G:\City Council\MTG-MEMO
Investigations Case Summary:

There were 2 Criminal Mischief reports for the month of December:
- In the first, the victim stated that someone cut some wires on his outdoor Christmas lights on two separate occasions. **This case is inactive – no new leads.**
- In the second, the victim stated that several window screens at their facility were damaged. **This case is inactive – no new leads.**

There was 1 Burglary report for the month of December:
- The victim stated that someone gained access to his detached garage and entered several unlocked vehicles. It is unknown how the suspect(s) entered the garage. There was no sign of any forced entry. A laptop computer, an Apple iPad, and a bag containing several Christmas presents were taken from the cars. **This case is inactive – no new leads.**

There were 6 Theft reports for the month of December:
- In the first, the victim stated that someone stole a package containing an Xbox from the front porch of his residence. The victim confirmed with UPS that the package had been delivered. **This case is inactive – no new leads.**
- In the second, the victim stated that she received letter regarding a “mystery shopper” job. The victim reported the check she received as reimbursement for the gift cards she purchased for this job was fraudulent. **This case remains under investigation.**
- In the third, the reporting party stated that they were missing approximately 376 pounds of copper sheets from their construction site. The investigation disclosed that a worker sold the copper to a scrap metal company. **This case is closed – a restitution agreement between the victim and the suspect was reached in lieu of filing criminal charges.**
- In the fourth, the victim stated that someone stole 3 chain saws and a leaf blower from his truck while it was parked in front of a residence. **This case is inactive – no new leads.**
- In the fifth, the victim stated that someone stole a package containing a wood desk from the front porch of his residence. **This case is inactive – no new leads.**
- In the sixth, the victim stated that his security footage shows three unidentified individuals stealing his 2003 Suzuki motorcycle by lifting it over the perimeter fence on his property. **This case remains under investigation.**

There was 1 Trespass report for the month of December:
- The victims stated that someone gained access to her property by climbing over the fence and entered several unlocked vehicles that were parked in the driveway of their residence. Nothing appeared to be taken from the automobiles. **This case is inactive – no new leads.**

There were 2 Fraud reports for the month of December:
- In the first, the victim stated that someone is using his personal information as a real estate broker for possible fraudulent activities. **This case is inactive – no new leads.**
- In the second, the victim stated she paid for tickets to a Denver Bronco game by using Google Pay. She never received the tickets from the unidentified seller. **This case is inactive – no new leads.**
There was 1 Assault report for the month of December:
- The victim stated that a man physically assaulted him and damaged his car during a dispute over a Lyft rider fare. The case remains under investigation.

There were 2 Vehicle Trespass reports for the month of December:
- In the first, the victim stated that someone entered her husband’s unlocked automobile while it was parked in the driveway of their residence. A set of binoculars and $2 in coins were taken from the vehicle. This case is inactive – no new leads.
- In the second, the victim stated that someone gained entry into her unlocked automobile while it was parked in the driveway of her residence. A checkbook was the only item taken from the car. This case is inactive – no new leads.

There was 1 Harassment report for the month of December:
- The victim stated that during a child custody exchange, her ex-boyfriend became angry and shoved her with his hands. The victim also reported that she videotaped the incident. The investigation disclosed that no crime occurred. This case is closed.
Cherry Hills Village Police
Personnel Summary Comparison

<table>
<thead>
<tr>
<th>Year</th>
<th>Commendations</th>
<th>Traffic Accidents</th>
<th>Inquiries</th>
<th>Internal Investigations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>59</td>
<td>3</td>
<td>5</td>
<td>7</td>
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<tr>
<td>2017</td>
<td>70</td>
<td>4</td>
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</tr>
<tr>
<td>2018</td>
<td>42</td>
<td>5</td>
<td>2</td>
<td>6</td>
</tr>
</tbody>
</table>

Personnel Summary Comparison Graph
Cherry Hills Village Police
Personnel Summary Report 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Commendations</th>
<th>Traffic Accidents</th>
<th>Inquiries</th>
<th>Internal Investigations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan.</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>0</td>
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<tr>
<td>Feb</td>
<td>7</td>
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</tr>
<tr>
<td>End of Year</td>
<td>42</td>
<td>5</td>
<td>2</td>
<td>6</td>
</tr>
</tbody>
</table>

2018

- Commendations
- Traffic Accidents
- Inquiries
- Internal Investigations

End of Year Total: 42 Commendations, 5 Traffic Accidents, 2 Inquiries, 6 Internal Investigations
## CHERRY HILLS POLICE DEPARTMENT STATISTICS

<table>
<thead>
<tr>
<th>Category</th>
<th>Dec 2018</th>
<th>YEAR TO DATE 2018</th>
<th>YEAR TO DATE 2017</th>
<th>PERCENT CHANGE</th>
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<td>ALL CITATIONS</td>
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<td>PARKING TICKETS</td>
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<td>TRAFFIC WARNINGS</td>
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<tr>
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<tr>
<td># ARRESTS (INCLUDES DUI'S &amp; DUS's)</td>
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<tr>
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<td>23123</td>
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<td>CRIME PREVENTION NOTICES</td>
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<td>239</td>
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<tr>
<td>FIELD INTERVIEW CARDS</td>
<td>3</td>
<td>83</td>
<td>69</td>
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CHERRY HILLS VILLAGE / YEAR-TO-DATE THROUGH DECEMBER (2014-2018)

CRIME REPORTS

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<tr>
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<th>2015 YTD</th>
<th>2016 YTD</th>
<th>2017 YTD</th>
<th>2018 YTD</th>
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<tbody>
<tr>
<td>Cases</td>
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<td>148</td>
<td>173</td>
<td>168</td>
<td>266</td>
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ARRESTS

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<th>Year</th>
<th>2014 YTD</th>
<th>2015 YTD</th>
<th>2016 YTD</th>
<th>2017 YTD</th>
<th>2018 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUI ARRESTS</td>
<td>62</td>
<td>41</td>
<td>33</td>
<td>53</td>
<td>39</td>
</tr>
<tr>
<td>ALL ARRESTS</td>
<td>238</td>
<td>180</td>
<td>204</td>
<td>263</td>
<td>115</td>
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</tbody>
</table>

TRAFFIC ACCIDENTS

<table>
<thead>
<tr>
<th>Year</th>
<th>2014 YTD</th>
<th>2015 YTD</th>
<th>2016 YTD</th>
<th>2017 YTD</th>
<th>2018 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cases</td>
<td>283</td>
<td>259</td>
<td>260</td>
<td>262</td>
<td>325</td>
</tr>
</tbody>
</table>

CITATIONS

<table>
<thead>
<tr>
<th>Year</th>
<th>2014 YTD</th>
<th>2015 YTD</th>
<th>2016 YTD</th>
<th>2017 YTD</th>
<th>2018 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL CITATIONS</td>
<td>2553</td>
<td>2663</td>
<td>2669</td>
<td>3412</td>
<td>2306</td>
</tr>
</tbody>
</table>
Cherry Hills Village Crime Statistics
YEAR-TO-DATE THROUGH DECEMBER (2014-2018)

Theft / Mail Theft

Fraud Related Crimes

Theft from Motor Vehicle

Criminal Mischief

Burglary
# Cherry Hills Village

## Code Enforcement Statistics

### December 2018

<table>
<thead>
<tr>
<th>Code Enforcement Issues</th>
<th>Month</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>On View Violations</td>
<td>46</td>
<td>473</td>
</tr>
<tr>
<td>Requests for Service</td>
<td>10</td>
<td>164</td>
</tr>
<tr>
<td>Sight Triangle Violations</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>Construction Site Violations</td>
<td>23</td>
<td>318</td>
</tr>
<tr>
<td>Permit Violations</td>
<td>2</td>
<td>26</td>
</tr>
<tr>
<td>Stop Work Orders Served</td>
<td>3</td>
<td>26</td>
</tr>
<tr>
<td>Fence Violations</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>Weed Violations</td>
<td>0</td>
<td>45</td>
</tr>
<tr>
<td>Trash, Debris and Junk</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>Trees/Bushes Violations</td>
<td>0</td>
<td>64</td>
</tr>
<tr>
<td>Zoning Violations</td>
<td>1</td>
<td>18</td>
</tr>
<tr>
<td>Right of Way Violations</td>
<td>18</td>
<td>131</td>
</tr>
<tr>
<td>Roll-offs/Port-a-let Violations</td>
<td>3</td>
<td>38</td>
</tr>
<tr>
<td>Sign Violations</td>
<td>37</td>
<td>290</td>
</tr>
<tr>
<td>Warnings/Personal Contacts</td>
<td>61</td>
<td>638</td>
</tr>
<tr>
<td>Letters/Posted Notices</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>Summons Issued</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>Notice of Violations</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>Misc. Code Violations</td>
<td>31</td>
<td>328.3</td>
</tr>
</tbody>
</table>

### Year To Date

<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On View Violations</td>
<td>46</td>
<td>473</td>
</tr>
<tr>
<td>Requests for Service</td>
<td>10</td>
<td>164</td>
</tr>
<tr>
<td>Various Code Violations</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>Right of Way &amp; Site Triangle Violations</td>
<td>18</td>
<td>131</td>
</tr>
<tr>
<td>Construction Violations</td>
<td>3</td>
<td>38</td>
</tr>
<tr>
<td>Notice of Violations</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>Summons Issued</td>
<td>1</td>
<td>14</td>
</tr>
</tbody>
</table>

### Year to Date

- On View Violations: 25%
- Requests for Service: 75%
- Various Code Violations: 28%
- Right of Way & Site Triangle Violations: 61%
- Construction Violations: 11%
- Notice of Violations: 4%
- Summons Issued: 2%
Cherry Hills Village
Animal Control Statistics
December 2018

<table>
<thead>
<tr>
<th>Animal Control Issues</th>
<th>Month</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Contacts</td>
<td>0</td>
<td>364</td>
</tr>
<tr>
<td>Control of Dogs</td>
<td>28</td>
<td>141</td>
</tr>
<tr>
<td>Barking Dogs</td>
<td>0</td>
<td>27</td>
</tr>
<tr>
<td>Aggressive Dogs</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Wildlife Complaints</td>
<td>8</td>
<td>181</td>
</tr>
<tr>
<td>Verbal Warnings</td>
<td>30</td>
<td>284</td>
</tr>
<tr>
<td>Written Warnings</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summons Issued</td>
<td>0</td>
<td>6</td>
</tr>
</tbody>
</table>

Year to Date

- Verbal Warnings: 98%
- Written Warnings: 2%
- Summons Issued: 0%

Year to Date

- Educational Contacts: 33%
- Wildlife Complaints: 67%

Year to Date

- Control of Dogs: 16%
- Barking Dogs: 2%
- Aggressive Dogs: 82%
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF THE CITY COUNCIL

FROM: TERRI LITTLEFORD, MUNICIPAL COURT CLERK

SUBJECT: MUNICIPAL COURT MONTH END REPORT FOR DECEMBER, 2018

DATE: JANUARY 15, 2019

DISCUSSION

Municipal Court Statistics

<table>
<thead>
<tr>
<th>Monthly Totals</th>
<th>2018</th>
<th>2017</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citations filed</td>
<td>114</td>
<td>151</td>
<td>-25%</td>
</tr>
<tr>
<td>Court appearances/guilty to original</td>
<td>85</td>
<td>100</td>
<td>-15%</td>
</tr>
<tr>
<td>Plea by mail letters sent</td>
<td>92</td>
<td>103</td>
<td>-11%</td>
</tr>
<tr>
<td>Revenue</td>
<td>$18,559.00</td>
<td>$19,765.00</td>
<td>$1,206.00</td>
</tr>
</tbody>
</table>

BUDGET IMPACT STATEMENT

Through December, 2018 the Municipal Court has collected 99% of the total budgeted revenue amount.

ATTACHMENTS

Exhibit A: Municipal Court Monthly Activity and Graphs
## CHERRY HILLS VILLAGE MUNICIPAL COURT
### MONTHLY ACTIVITY
#### December-18

### COMPLAINTS FILED
<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>YTD</th>
<th>PRIOR YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic</td>
<td>104</td>
<td>1,947</td>
<td>2,800</td>
</tr>
<tr>
<td>Parking</td>
<td>6</td>
<td>58</td>
<td>66</td>
</tr>
<tr>
<td>Dog</td>
<td>0</td>
<td>9</td>
<td>12</td>
</tr>
<tr>
<td>Other</td>
<td>4</td>
<td>44</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>114</strong></td>
<td><strong>2,058</strong></td>
<td><strong>2,928</strong></td>
</tr>
</tbody>
</table>

### CLOSED BY CLERK
<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>YTD</th>
<th>PRIOR YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closed by Clerk</td>
<td>11</td>
<td>75</td>
<td>99</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11</strong></td>
<td><strong>75</strong></td>
<td><strong>99</strong></td>
</tr>
</tbody>
</table>

### PLEA BY MAIL
<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>YTD</th>
<th>PRIOR YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guilty plea by mail</td>
<td>81</td>
<td>1,419</td>
<td>2,201</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>81</strong></td>
<td><strong>1,419</strong></td>
<td><strong>2,201</strong></td>
</tr>
</tbody>
</table>

### COURT ACTIVITY
<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>YTD</th>
<th>PRIOR YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guilty to orig</td>
<td>17</td>
<td>325</td>
<td>328</td>
</tr>
<tr>
<td>Guilty to amended</td>
<td>46</td>
<td>778</td>
<td>781</td>
</tr>
<tr>
<td>Deferred judgments</td>
<td>8</td>
<td>126</td>
<td>139</td>
</tr>
<tr>
<td>Not guilty (set to trial)</td>
<td>1</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Not guilty (set to jury)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Dismissed (proof of ins provided)</td>
<td>10</td>
<td>179</td>
<td>287</td>
</tr>
<tr>
<td>Dismissed</td>
<td>3</td>
<td>14</td>
<td>36</td>
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<tr>
<td>Show cause hearings</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### TRIAL TO COURT
<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>YTD</th>
<th>PRIOR YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convictions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Acquittals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Dismissed</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### TRIAL TO JURY
<table>
<thead>
<tr>
<th>Category</th>
<th>Month</th>
<th>YTD</th>
<th>PRIOR YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convictions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Acquittals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Dismissed</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mistrials</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Number of People in Court</strong></td>
<td><strong>85</strong></td>
<td><strong>1,428</strong></td>
<td><strong>1,577</strong></td>
</tr>
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</table>

### TOTAL MONEY COLLECTED
<table>
<thead>
<tr>
<th>Month</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$18,559.00</td>
</tr>
</tbody>
</table>
Court Appearances

Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec

2017
2018
Fines Collected

January  $40,000
February $35,000
March    $30,000
April    $25,000
May      $20,000
June     $15,000
July     $10,000
August   $ 5,000
September 0

0  5,000
10,000 15,000 20,000 25,000 30,000 35,000 40,000

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2017-2018
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: JAY GOLDIE, DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS
SUBJECT: PUBLIC WORKS DECEMBER 2018-MONTH END REPORT
DATE: JANUARY 15, 2019

The Streets crew wrapped up 2018 by performing several maintenance tasks. Drains were cleaned and cleared along Holly and Belleview and crews completed street sweeping operations throughout the City. The crew replaced and repaired several street signs and worked on the retroreflective sign program replacement. Gravel road maintenance was completed in the Annex and mag chloride was applied. Road shouldering work was completed throughout the City using 40 tons of road base. The crew applied safety lines at the maintenance shop around electrical boxes, the fuel tank area, the garage door and the salt/sand shed. Pubic Works staff completed “Road Safe” and “Slips, Trips and Falls” training. The Streets crew assisted with the Winter Celebration Event.

Parks staff performed a variety of maintenance tasks including, tree fertilizing, snow removal, mowing operations, trail sweeping, city wide trash pick-up, stump grinding, fence repair and maintaining City parks, trails and open space. Staff also performed tree pruning on trails and watering the trees in City open space. The Winter Celebration was a great success thanks to the hard work of the Parks Department. The event has reached a new level with the creativity and talent of the Parks crew.

The City issued 8 right-of-way permits in December for a total of 132 permits issued in 2018.

ATTACHMENTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Week 49</th>
<th>Week 50</th>
<th>Week 51</th>
<th>Week 52</th>
<th>Week 53</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ad - Administrative Office Work</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32</td>
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<tr>
<td>bm - Building Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>cn - Concrete</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>cp - Overseeing contractor project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>cr - Crackseal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>fn - Fence repairs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>ft - Fertilizing Trees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>gm - Gen. Maint to trails, parks, ROW</td>
<td>181.5</td>
<td>196.5</td>
<td>46.5</td>
<td>59.5</td>
<td>484</td>
<td>484</td>
</tr>
<tr>
<td>gps - GPS and Mapping</td>
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<td></td>
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</tr>
<tr>
<td>hl-d - Loads to dump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>hl-po - Materials to shop</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>hl-r - Loads to recycle shop</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>hl-s - Loads to shop</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>ir - Irrigation repairs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>ln - Landscape Repairs</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>0</td>
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<td>Misc - Miscellaneous</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
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<tr>
<td>mw-p - Mowing Parks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>mw-e - Mowing entry features</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>mw-r - Mowing rights of ways</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>mw-t - Mowing Trails</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>pl - Planting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>pm - Preventative maint/repair on equip</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>po - Purchase materials all operations</td>
<td>6</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>se - Special Events</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>sg - Sign repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>shp - Shop Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>sn - Snow</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>spw - Spray Weeds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>sw-t - Sweeping trails</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>tr - Training &amp; Conf/including safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>ts - Trash both cans and loose trash</td>
<td>3.5</td>
<td>3.5</td>
<td>47.5</td>
<td>3.5</td>
<td>58</td>
<td>58</td>
</tr>
<tr>
<td>tt - Trimming trees &amp; maint &amp; wrapping</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>wa - Watering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30</td>
<td>10</td>
</tr>
<tr>
<td>wd-m - Weed cutting mains</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>wd-p - Weed cutting parks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>wd-r - Weed cutting rights of ways</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>wd-t - Weed cutting trails</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>pto - Paid Time Off</td>
<td></td>
<td>10</td>
<td>30</td>
<td>30</td>
<td>20</td>
<td>90</td>
</tr>
<tr>
<td>hol - Holiday Pay</td>
<td></td>
<td></td>
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<td>cn - Concrete (Demo)</td>
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<td>cn - Concrete</td>
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<td>ts - Topsoil</td>
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<td>Construction Debris</td>
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# 2018 RIGHT-OF-WAY PERMITS
## MONTHLY REPORT

### JANUARY 2018

<table>
<thead>
<tr>
<th>Utility Work</th>
<th>Driveway Install/Repair</th>
<th>Vehicle Tracking Pad</th>
<th>Occupancy</th>
<th>Parks/Trails</th>
<th>Landscape</th>
<th>Major Jobs</th>
<th>Total Permits</th>
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### FEBRUARY 2018

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<th>Parks/Trails</th>
<th>Landscape</th>
<th>Major Jobs</th>
<th>Total Permits</th>
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### MARCH 2018

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<th>Parks/Trails</th>
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<th>Total Permits</th>
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<th>Parks/Trails</th>
<th>Landscape</th>
<th>Major Jobs</th>
<th>Total Permits</th>
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<th>Parks/Trails</th>
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<th>Total Permits</th>
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<td><strong>UTILITY WORK</strong></td>
<td><strong>DRIVEWAY INSTALL/REPAIR</strong></td>
<td><strong>VEHICLE TRACKING PAD</strong></td>
<td><strong>OCCUPANCY</strong></td>
<td><strong>PARKS/TRAILS</strong></td>
<td><strong>LANDSCAPE</strong></td>
<td><strong>MAJOR JOBS</strong></td>
<td><strong>TOTAL PERMITS</strong></td>
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MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: JESSICA SAGER, DIRECTOR OF FINANCE AND ADMINISTRATION
SUBJECT: UNAUDITED FINANCIAL STATEMENTS-DECEMBER 2018
DATE: JANUARY 15, 2019

ISSUE
How do the City of Cherry Hills Village finances through December compare to budget?

DISCUSSION
Background
City Council approved the 2018 General Fund budget with revenues equal to expenditures in the amount of $7,060,999 and a Capital Fund with approved 2018 expenditures exceeding revenues in the amount of $645,700.

Analysis
At the end of December actual General Fund revenues exceeded expenditures by $1,704,864. Forecasted revenue and expenditures through December 2018 show revenues exceeding expenditures by approximately $1,461,467.

At the end of December, actual Capital Fund expenditures exceeded revenues by $503,743. Forecasted revenues and expenditures through December 2018 show expenditures exceeding revenues by approximately $503,743.

COP FINANCIALS
Below is a chart that breaks out the expenditures of the COP (Certificates of Participation) funds by project and the remaining amount of funds for each project through December 31, 2018.

<table>
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<tr>
<th>Project</th>
<th>COP Funds</th>
<th>Expenses to Date</th>
<th>Remaining Funds</th>
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<td>$3,431,781</td>
<td>$1,068,219</td>
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<td>$4,700,000</td>
<td>$4,172,610</td>
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<tr>
<td>John Meade Park</td>
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</table>
INFORMATIONAL
Staff receives financial information from Arapahoe County regarding property tax revenue, SID 7 revenue and motor vehicle revenue collections. Because the City Council packet deadline has been pushed up, these reports are not available from Arapahoe County in time for the new deadlines. In order to submit accurate information, the unaudited financial reports will be delayed one additional meeting (i.e. January reports will now be received the first meeting in March). Staff had not received the December motor vehicle revenue collection prior to the new deadline so an updated financial report will be placed on the dais if it has been received by the City Council meeting.

ATTACHMENTS
Exhibit A: General Fund Financial Snapshot
Exhibit B: General Fund Statement of Revenue and Expenditures Summary
The City of Cherry Hills Village Financial Snapshot For December 2018

### GENERAL FUND (01)

<table>
<thead>
<tr>
<th></th>
<th>% of 2018 Budget</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$7,060,999</td>
<td></td>
</tr>
<tr>
<td>Received to Date:</td>
<td>$7,986,793</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Received YTD:</td>
<td>113%</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$1,734,484</td>
<td></td>
</tr>
<tr>
<td>Expended to Date:</td>
<td>$1,555,081</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Expended YTD:</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Community Development</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$534,349</td>
<td></td>
</tr>
<tr>
<td>Expended to Date:</td>
<td>$528,319</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Expended YTD:</td>
<td>99%</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Safety</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$3,175,762</td>
<td></td>
</tr>
<tr>
<td>Expended to Date:</td>
<td>$2,758,137</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Expended YTD:</td>
<td>87%</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Works</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$966,945</td>
<td></td>
</tr>
<tr>
<td>Expended to Date:</td>
<td>$867,200</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Expended YTD:</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

To Year End General Fund Revenues are Projected to Exceed Expenditures By: $1,461,467

### CAPITAL FUND (02) EXPENDITURES

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$655,700</td>
<td></td>
</tr>
<tr>
<td>Expended to Date:</td>
<td>$532,495</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Expended YTD:</td>
<td>81%</td>
<td></td>
</tr>
</tbody>
</table>

### PARKS AND RECREATION (30) EXPENDITURES

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget:</td>
<td>$2,452,048</td>
<td></td>
</tr>
<tr>
<td>Expended to Date:</td>
<td>$2,439,001</td>
<td></td>
</tr>
<tr>
<td>% of Year Completed:</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>% Expended YTD:</td>
<td>99%</td>
<td></td>
</tr>
</tbody>
</table>

South Suburban principal and interest payment made.
## General Fund

### Statement of Revenues and Expenditures

<table>
<thead>
<tr>
<th>Revenues</th>
<th>2015 Actual</th>
<th>2016 Actual</th>
<th>2017 Actual</th>
<th>2018 Estimate</th>
<th>2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Property Taxes @ 7.30 Mills</td>
<td>2,129,487</td>
<td>2,493,902</td>
<td>2,496,963</td>
<td>2,373,011</td>
<td>2,484,431</td>
</tr>
<tr>
<td>Use/Tax Motor Vehicles</td>
<td>1,105,996</td>
<td>1,006,797</td>
<td>1,126,085</td>
<td>1,016,241</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>1,122,134</td>
<td>1,110,445</td>
<td>1,190,598</td>
<td>1,157,463</td>
<td>967,201</td>
</tr>
<tr>
<td>Service Expansion Fees</td>
<td>154,522</td>
<td>150,968</td>
<td>120,514</td>
<td>154,203</td>
<td>100,000</td>
</tr>
<tr>
<td>Building Permits</td>
<td>617,789</td>
<td>741,167</td>
<td>786,702</td>
<td>933,203</td>
<td>620,000</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>407,553</td>
<td>380,672</td>
<td>433,883</td>
<td>328,442</td>
<td>355,000</td>
</tr>
<tr>
<td>Highway User's Tax</td>
<td>254,789</td>
<td>249,435</td>
<td>244,792</td>
<td>286,568</td>
<td>240,861</td>
</tr>
<tr>
<td>Municipal Court Fines</td>
<td>229,886</td>
<td>260,762</td>
<td>338,080</td>
<td>278,362</td>
<td>280,000</td>
</tr>
<tr>
<td>County Road &amp; Bridge Levy</td>
<td>113,995</td>
<td>110,270</td>
<td>109,201</td>
<td>91,660</td>
<td>110,778</td>
</tr>
<tr>
<td>Specific Ownership Tax</td>
<td>-</td>
<td>-</td>
<td>389,520</td>
<td>312,660</td>
<td>295,000</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>989,727</td>
<td>666,988</td>
<td>712,234</td>
<td>811,775</td>
<td>607,728</td>
</tr>
<tr>
<td><strong>Total Operating Revenue</strong></td>
<td>7,124,876</td>
<td>7,171,406</td>
<td>7,948,571</td>
<td>7,744,588</td>
<td>7,060,999</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>2015 Actual</th>
<th>2016 Actual</th>
<th>2017 Actual</th>
<th>2018 Estimate</th>
<th>2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>1,924,281</td>
<td>1,792,394</td>
<td>1,120,221</td>
<td>1,561,340</td>
<td>1,734,483</td>
</tr>
<tr>
<td>Judicial</td>
<td>67,748</td>
<td>74,620</td>
<td>88,587</td>
<td>81,094</td>
<td>85,131</td>
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<tr>
<td>Data Processing</td>
<td>121,615</td>
<td>134,050</td>
<td>158,610</td>
<td>128,814</td>
<td>196,250</td>
</tr>
<tr>
<td>Community Development</td>
<td>513,851</td>
<td>475,769</td>
<td>480,076</td>
<td>524,588</td>
<td>534,349</td>
</tr>
<tr>
<td>Crier</td>
<td>21,361</td>
<td>29,592</td>
<td>31,585</td>
<td>31,281</td>
<td>36,075</td>
</tr>
<tr>
<td>Public Safety</td>
<td>2,723,400</td>
<td>2,914,491</td>
<td>3,157,440</td>
<td>2,756,813</td>
<td>3,175,762</td>
</tr>
<tr>
<td>Public Works</td>
<td>1,022,162</td>
<td>1,056,549</td>
<td>995,603</td>
<td>867,187</td>
<td>866,945</td>
</tr>
<tr>
<td><strong>Total Operating Expenditures</strong></td>
<td>6,393,918</td>
<td>6,477,465</td>
<td>6,032,123</td>
<td>5,951,117</td>
<td>6,728,995</td>
</tr>
</tbody>
</table>

| COP Payment | - | - | 281,893 | 332,004 | 332,004 |
| **Total Expenditures** | 6,393,918 | 6,477,465 | 6,314,016 | 6,283,121 | 7,060,999 |

<table>
<thead>
<tr>
<th>Operating Gain/(Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>730,960</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Extraordinary Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer to Parks and Rec Fund</td>
</tr>
<tr>
<td>Transfer to Capital Fund</td>
</tr>
<tr>
<td><strong>Total Extraordinary Expenses</strong></td>
</tr>
</tbody>
</table>

| Beginning Fund Balance | 6,800,798 | 5,989,267 | 6,683,208 | 8,317,764 | 7,931,977 |
| Add/Subtract Operating Difference | 730,960 | 693,941 | 1,634,556 | 1,461,467 | (0) |
| **Ending Fund Balance** | 5,989,267 | 6,683,208 | 8,317,764 | 9,779,231 | 7,931,977 |

| Available Fund Balance | 5,989,267 | 6,683,208 | 8,317,764 | 9,779,231 | 7,931,977 |