

**A RESOLUTION APPROVING A SITE PLAN AMENDMENT  
TO INCREASE ENROLLMENT AT BRAVE ACADEMY TO A  
MAXIMUM OF 208 STUDENTS IN GRADES K THROUGH 12  
AT 3651 S. COLORADO BOULEVARD**

**WHEREAS**, BRAVE Church ("Owner") is the record property owner of a certain parcel of land being approximately 6.67 acres in size, located at 3651 S. Colorado Boulevard, and more particularly described in **Exhibit A**, attached hereto and incorporated herein ("Property"); and

**WHEREAS**, Owner leases the Property to BRAVE Academy ("Applicant") for purposes of operating a Christian Classical Education school; and

**WHEREAS**, Applicant, with the permission of Owner, plans to develop and improve a portion of the Property and to increase enrollment for BRAVE Academy as more thoroughly described in an application for approval of a Site Plan Amendment submitted on March 20, 2024, as amended ("Application"), such Application being authorized by Article VII, Chapter 16 of the Cherry Hills Village Municipal Code ("Code"); and

**WHEREAS**, the Planning and Zoning Commission ("P&Z") held a duly noticed public hearing on October 8, 2024, to consider the Application, and following the conclusion of the public hearing, P&Z voted to recommend approval of the Application to City Council, based on the evidence and testimony presented at such hearing; and

**WHEREAS**, pursuant to the Code, the City provided notice of a City Council public hearing to be held on November 19, 2024; and

**WHEREAS**, the City Council thereafter held and voted to continue such duly-noticed public hearing on the Application until the December 11, 2024, meeting, where evidence and testimony were presented to the City Council; and

**WHEREAS**, the City Council thereafter continued to deliberate the Application at the December 11, 2024, meeting, where evidence and testimony were presented to the City Council; and

**WHEREAS**, the City Council determines that testimony and other evidence in the record supports findings that the proposed Site Plan Amendment, as presented in the Application, meets the criteria outlined in Section 16-7-320(e) of the Code and all other applicable provisions of the Code and does so find; and

**WHEREAS**, City Council desires to approve the Site Plan Amendment, together with the related Development Agreement defining the terms and conditions of approval pertaining to the Site Plan Amendment ("Development Agreement") in substantially the form attached hereto as **Exhibit B**, subject to the condition(s) set forth below.

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

**Section 1. Incorporation of Recitals.** The recitals contained above are incorporated herein by reference and are adopted as findings of the City Council.

**Section 2. Site Plan Amendment and Development Agreement Approved.** The Site Plan Amendment and Development Agreement referenced herein is hereby approved, subject to the conditions set forth in Section 3 below.

**Section 3. Conditions Imposed.** The Site Plan Amendment and Development Agreement herein approved are subject to the following conditions:

1. The Development Agreement must be executed within 30 calendar days of approval of the Site Plan Amendment by the City Council.
2. Within thirty (30) days of the date upon which BRAVE Academy's student enrollment reaches 150 students, BRAVE Academy shall perform and provide the City with an updated Traffic Analysis to understand traffic-related impacts, if any, based on its operation, as set forth in the Development Agreement.

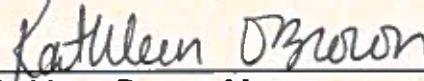
**Section 4. Effective Date.** This Resolution shall be effective immediately upon its adoption.

**Section 5. Repealer.** All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

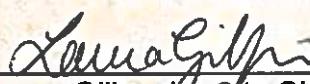
**Section 6. Severability.** If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

Introduced, passed and adopted at a  
regular meeting of City Council this 11th day  
of December, 2024, by a vote of 5 yes and 1 no.

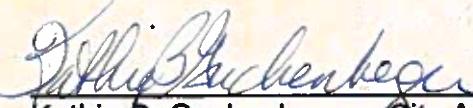
(SEAL)

  
Kathleen Brown, Mayor

ATTEST:

  
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

  
Kathie B. Guckenberger, City Attorney

**Exhibit A**  
**Legal Description**

**LOTS 1-48 BLOCK 10 AND LOTS 25-40 BLOCK 9 AND LOTS 13-36 BLOCK 11  
SOUTH UNIVERSITY PARK TOGETHER WITH VACATED STREET BETWEEN LOTS  
25-40 BLOCK 9 AND LOTS 9-24 BLOCK 10 AND VACATED STREET BETWEEN  
LOTS 25-36 BLOCK 10 AND LOTS 13-24 BLOCK 11 AND WEST HALF VACATED  
STREET ADJACENT LOTS 37-48 BLOCK 10 AND VACATED ALLEY IN BLOCK 10  
AND VACATED ALLEY ADJACENT LOTS 13-36 BLOCK 11**

**Exhibit B**  
**Development Agreement**



01/10/2025 11:33 AM RF: \$68.00 DF: \$0.00

Arapahoe County Clerk, CO

Page: 1 of 12

Joan Lopez, Clerk & Recorder

**E5002742**

**CITY OF CHERRY HILLS VILLAGE, COLORADO  
DEVELOPMENT AGREEMENT**

**BRAVE ACADEMY – SITE PLAN AMENDMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into and made between **BRAVE CHURCH**, a Colorado nonprofit corporation formerly known as Harvest Bible Chapel of Denver, whose address is 3800 E. Hampden Avenue, Englewood, CO 80113 (“Owner”), **BRAVE ACADEMY**, a Colorado nonprofit corporation, whose address is 3800 E. Hampden Avenue, Englewood, CO 80113 (“BRAVE Academy”), and the **CITY OF CHERRY HILLS VILLAGE, COLORADO**, a Colorado home rule municipal corporation whose address is 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (“City”). Owner, BRAVE Academy, and the City shall be referred to herein individually as a “Party” and collectively as the “Parties.”

This Agreement shall be effective following execution by Owner, BRAVE Academy, and immediately upon the date of the authorized execution of this Agreement by the City’s Mayor or Mayor Pro Tem (such date being here in after referred to as “Effective Date”).

**RECITALS AND PRESENTATIONS:**

**WHEREAS**, Owner represents that it is the sole owner of the following described property located in the City of Cherry Hills Village, County of Arapahoe, State of Colorado:

Property that is more particularly described in the legal description attached as **Exhibit A**.

also known as 3651 S. Colorado Boulevard, Cherry Hills Village, CO 80113

(the “Property”); and

**WHEREAS**, Owner leases the Property to BRAVE Academy for purposes of operating a Christian Classical Education school (“School”) during typical school hours Monday through Thursday and for limited School-related activities on other days of the week, usually in the evening; and

**WHEREAS**, BRAVE Academy, with the permission of the Owner, plans to develop and improve a portion of the Property, including, but not limited to, interior modifications, site access modifications, site modifications, and plans to increase enrollment for BRAVE Academy as more thoroughly described in an application for approval of a site plan amendment submitted on March 20, 2024, as amended (the “Site Plan Amendment Application”), such Site Plan Amendment Application being authorized by Article VII, Chapter 16 of the Municipal Code for the City of Cherry Hills Village (“Municipal Code”); and

**WHEREAS**, Section 16-7-365 of the Municipal Code requires BRAVE Academy and the City to enter into this Agreement defining the terms and conditions of approval pertaining to the Site Plan Amendment Application; and

**WHEREAS**, Owner currently utilizes the Property for church services on Sundays and for other church-related activities, including parking ("Church Activities"), on other days of the week, usually in the evenings, and will hereafter continue to do so, and the Parties acknowledge and agree that: (1) to the extent such Church Activities do not occur between the hours of 7 a.m. and 5 p.m. on weekdays, this Agreement shall not apply to Owner or to Church Activities except as otherwise provided herein, and (2) if such Church Activities do occur on weekdays between 7 a.m. and 5 p.m., this Agreement shall apply to Owner and Church Activities; and

**WHEREAS**, the Parties desire to document and memorialize the terms and conditions that will govern the continuing operation of the School by BRAVE Academy and the maintenance of the Property during the times in which BRAVE Academy is using the Property for School purposes; and

**WHEREAS**, Owner and BRAVE Academy voluntarily enter into this Agreement and agree that the provisions and requirements of this Agreement are entered into with full knowledge, free will, and without duress. Owner and BRAVE Academy agree that the obligations contained in this Agreement are in addition to, and not in lieu of, all obligations of Owner and BRAVE Academy under state and local law.

**NOW, THEREFORE** in consideration of the mutual promises, covenants, and agreements by and between the Parties, the approval by the City of the Site Plan Amendment Application, and other good and valuable considerations, the sufficiency, adequacy, and receipt of which are hereby acknowledged by the Parties, the Parties agree as follows:

#### 1.0 USE AND OPERATION OF THE PROPERTY.

1.1 Start and Release Times. As indicated in the Site Plan Amendment Application, BRAVE Academy is authorized to operate the School and programs associated with BRAVE Academy on Mondays through Thursdays, on which days students arrive on or by 8:15 a.m. ("Start Time") and depart on or after 3:30 p.m. ("Release Time"). BRAVE Academy further agrees that:

- (a) it will make all reasonable efforts to establish a Start Time and Release Time that are coordinated with the starting time for the first class period and ending time for the last class period at the Kent Denver School, located at 4000 E. Quincy Avenue in Cherry Hills Village ("Kent's Schedule"), to minimize, as much as is logistically possible, any overlap between its Start Time and Release Time and Kent's Schedule; and
- (b) it will adjust its Start Time and Release Time as required to fulfill this condition and inform the City, in writing, of these changes ten (10) business days before such changes become effective.

1.2 Adherence to the Circulation Plan; Changes. BRAVE Academy and Owner shall adhere to the Circulation Plan provided in the Traffic Analysis considered in conjunction with the City Council's approval of the Application, attached as **Exhibit B**, on all days in which BRAVE Academy is in session. At any time, the City's Director of

Community Development ("Director") or the Director's designee may monitor the operation and effectiveness of the Circulation Plan, and Owner and BRAVE Academy grant the City a license to enter the Property for this purpose for so long as this Agreement is in effect.

Either BRAVE Academy or the Director may propose changes to the Circulation Plan at any time if it is believed that changes may improve the flow of traffic within or in the vicinity of the Property. Any such change to the Circulation Plan must be approved by the City as set forth in this Section 1.2 prior to implementing such changes. The Party proposing a change to the Circulation Plan shall notify the other Party regarding the proposed change, and confer about the reasons for the desired change as soon as reasonably possible, but no later than five (5) business days from the date on which such notice is sent. Proposed changes to the Circulation Plan shall be considered as set forth below. If a change to the Circulation Plan is approved pursuant to this Section 1.2, the Director shall notify BRAVE Academy of such approval in writing. Such altered Circulation Plan shall become effective on a date to be determined by the Director and be documented in a revised **Exhibit B** that shall be incorporated into this Agreement and supersede any prior **Exhibit B**.

(a) If the Director proposes a change. If, after conferring with BRAVE Academy, the Director determines that the proposed changes are necessary, BRAVE Academy agrees to alter the Circulation Plan as specified by the Director.

(b) If BRAVE Academy proposes a change. After conferring, the Director will determine if the proposed changes can be made with the Director's administrative approval or if the City Council approval is required. The Director, at the Director's sole discretion, may require City Council approval of any such proposed changes to the Circulation Plan, if the Director determines that there is good cause to believe that the proposed changes adversely impact Colorado Boulevard, Covington Drive, E. Jefferson Avenue, Mansfield Avenue, or S. Albion Street. As a part of this determination, the Director may require BRAVE Academy to submit to the City additional analyses, including but not limited to a traffic analysis conducted by a qualified professional transportation planner or traffic engineer at BRAVE Academy's expense, which qualifications shall be determined according to the Director's sole discretion.

1.3 Adherence to the Site Plan. Owner and BRAVE Academy shall ensure that the Property complies with the site plan approved with the Application. Changes to the approved site plan will require a site plan amendment as outlined in Section 16-7-320 of the Municipal Code, as may be amended.

1.4 Maximum Enrollment. The maximum number of students authorized by this Agreement is a total of 208 students in kindergarten through twelfth (12th) grade. Any proposed increase in enrollment beyond 208 students shall require BRAVE Academy to submit to the City a new site plan amendment application for consideration by the City Council and enrollment shall not exceed 208 students unless such site plan amendment is approved.

1.5 Additional Traffic Analysis. At such time as student enrollment for BRAVE Academy reaches 150 students, BRAVE Academy shall perform an updated Traffic Analysis, similar to the Traffic Analysis performed for the Application to understand traffic-related impacts, if any, based on the operation of BRAVE Academy. BRAVE Academy agrees to: (1) provide such updated Traffic Analysis to the Director within thirty (30) days of the date upon which its student enrollment reaches 150 students; and (2) alter the Circulation Plan as deemed necessary by the Director based on the updated Traffic Analysis or any other data available to the Director, including but not limited to a traffic analysis performed by the City. Nothing in this Agreement shall prevent BRAVE Academy from submitting a new Traffic Analysis prior to reaching 150 students for this same purpose. If the Circulation Plan is altered as required by the Director pursuant to this Section 1.5, such altered Circulation Plan shall be documented in a revised **Exhibit B** that shall be incorporated into this Agreement and supersede any prior **Exhibit B**.

1.6 Pedestrian Crossing Sign. In order to increase pedestrian safety on the public trail adjacent to S. Colorado Boulevard, BRAVE Academy agrees to install, at their sole cost, a pedestrian crossing sign at the location shown in **Exhibit C**. The design of the sign shall meet the criteria of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be approved by the City's Public Works Department prior to installation. This sign will be installed no later than the date determined by the Director.

1.7 No Use of Covington Drive for School Traffic; Penalties if Drivers Violate Circulation Plan. As described in the Traffic Analysis, BRAVE Academy agrees to take reasonable steps to ensure that BRAVE Academy school traffic does not use Covington Drive during the days on which BRAVE Academy school is in session, including but not limited to enforcing the penalties set forth below. In accordance with its representations in the Site Plan Amendment Application, BRAVE Academy agrees that it will require a mandatory meeting with its Head of School or Head of Education for the driver of any student who violates the Circulation Plan upon their first such violation. For each subsequent violation by a driver, BRAVE Academy will impose a penalty starting at \$25.00, and increasing by \$25.00 per each additional violation, such penalty to be billed to the account of the student(s) affiliated with the violating driver with payment due in thirty (30) days. At any time and from time-to-time, BRAVE Academy will provide a detailed written list of all enforcement actions taken within thirty (30) days of the Director's request for such list.

1.8 Additional Traffic Mitigation Solutions. If, after BRAVE Academy has implemented all on-site traffic management and other measures required in the Circulation Plan, as may be altered or amended from time to time, the City reasonably determines, pursuant to its police powers, that BRAVE Academy traffic has caused or continues to cause material adverse impacts on S. Colorado Boulevard or other City streets or public rights-of-way that threaten the public safety and welfare, including but not limited to vehicle stacking on such streets, unauthorized U-turns, or other material adverse impacts on traffic operations within the City, the City may provide written notice to Owner and BRAVE Academy identifying such material adverse impact ("Adverse Impact Notice"). Owner and BRAVE Academy agree that within sixty (60) days of receiving an Adverse Impact Notice, they will participate in good faith in meetings with the Director and other such individuals, organizations, or entities as the Director may require, in the Director's

sole discretion, to discuss potential solutions to mitigating adverse impacts caused by school-related traffic and to discuss potential modifications to this Agreement as such solutions may require.

## 2.0 MISCELLANEOUS PROVISIONS.

2.1 Waiver. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

2.2 No Waiver of Government Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part I of the Colorado Revised Statutes.

2.3 Binding Effect. The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. To the extent permitted by law, Owner and BRAVE Academy and all future successors, assigns and legal representatives of Owner and BRAVE Academy shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement for so long as BRAVE Academy or another public or private school occupies the Property.

2.4 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 permit any other person or persons to bring any claim or cause of action under this Agreement. It is the express intention of the Parties that any persons other than the Parties receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

2.5 Authority, Remedies, and Enforcement. All provisions of this Agreement are in addition to any and all requirements of the City's Home Rule Charter, Municipal Code, and any and all state statutes, and are not intended to supersede any requirements contained therein. If in conflict, the more restrictive provision shall apply. Nothing in this Agreement shall negate, impair, or affect the City's police power and its authority to regulate streets and public right-of-way. Any activity or use of the Property that does not comply with the terms and conditions of this Agreement shall constitute a violation of this Agreement, a violation of the Municipal Code, and a violation of the City's approval of the Application. In addition to any other rights or remedies provided by law, the City may initiate any one or more of the following actions against Owner, BRAVE Academy, or both Owner and BRAVE Academy: (1) delay processing of any pending land use applications; (2) issue stop work orders; (3) refuse to issue or approve any land development permit including but not limited to building permits, right-of-way permits, or certificates of occupancy; (4) issue a citation to Owner or BRAVE Academy, both Owner and BRAVE Academy, or any

contractor for violating the requirements of the Municipal Code; or (5) commence legal proceedings in any appropriate court of law.

2.6     Attorney's Fees. If Owner or BRAVE Academy breaches this Agreement, the breaching Party or Parties shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

2.7     Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Owner or BRAVE Academy without the express written consent of the City which consent may be withheld at the City's discretion for any or no reason.

2.8     Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

2.9     Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

2.10    Integration and Amendment. This Agreement represents the entire agreement between the Parties concerning the Site Plan Amendment Application and there are no oral or collateral agreements or understandings concerning the Site Plan Amendment Application. The Parties specifically acknowledge and agree that for purposes of BRAVE Academy's operations, this Agreement supersedes and replaces any prior agreement relating to the Property and to the operation of BRAVE Academy. This Agreement may be amended only by an instrument in writing signed by the Parties.

2.11    Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Application materials including the Site Plan Amendment Application, and all supporting materials and consultant studies are incorporated into this Agreement by reference (collectively, "Application Materials"). All Application Materials are public records on file and available for review at the City of Cherry Hills Village, Village Center, 2450 East Quincy Avenue, Cherry Hills Village, Colorado.

2.12    Review of Referenced Documents. The Parties hereby understand and acknowledge that the public documents referenced in this Agreement, including but not limited to the Cherry Hills Village Municipal Code, were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Cherry Hills Village City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado during regular business hours. Owner and BRAVE Academy have reviewed such documentation, or have elected not to review such documentation, prior to execution of this Agreement.

2.13    Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by United States Mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the mailing address for such party, or at such other address as has been previously furnished

in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

2.14 Authority. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their organizations and to contractually bind their respective organizations.

2.15 Recording. A copy of this Agreement shall be recorded in the real property records of Arapahoe County, Colorado.

2.16 Counterparts; Electronic Signature; Authority. The Parties agree that this Agreement may be executed in multiple counterparts which, when signed by the Parties, shall constitute a binding agreement. The Parties further agree that this Agreement may be executed by electronic signature, and that electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the undersigned have executed this Development Agreement as of the date(s) set forth below.

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

By Kathleen O'Brien  
Mayor Kathleen Brown

Date of execution: 1/7, 2025

ATTEST:

Laura Gillespie  
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie Guckenberger  
Kathie Guckenberger, City Attorney

BRAVE Church, a Colorado nonprofit corporation

By: John

Printed Name: Ty Ragsdale  
Title/Position: CDO

STATE OF COLORADO )  
 )  
COUNTY OF Denver )  
 )  
 ) ss.

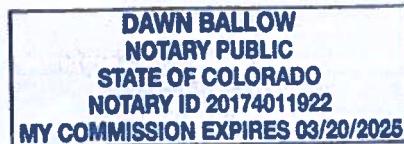
Acknowledged before me this 23<sup>rd</sup> day of December, 2024, by  
Tye Raggsdale, as coo of BRAVE Church, a Colorado nonprofit  
corporation.

Witness my hand and official seal.

My commission expires: 03/20/2025

DR  
Notary

[SEAL]



BRAVE ACADEMY, a Colorado nonprofit corporation

By:

Printed Name: TYE RAGSDALE

Title/Position: Coo

STATE OF COLORADO )  
COUNTY OF Denver )  
 ) ss.  
 )

Acknowledged before me this 23<sup>rd</sup> day of December, 2024, by  
Tye Ragsdale, as coo of BRAVE Academy, a Colorado nonprofit  
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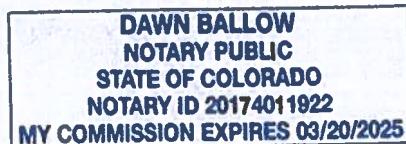
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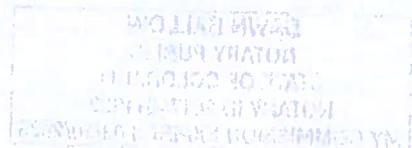
**Notary**

[SEAL]

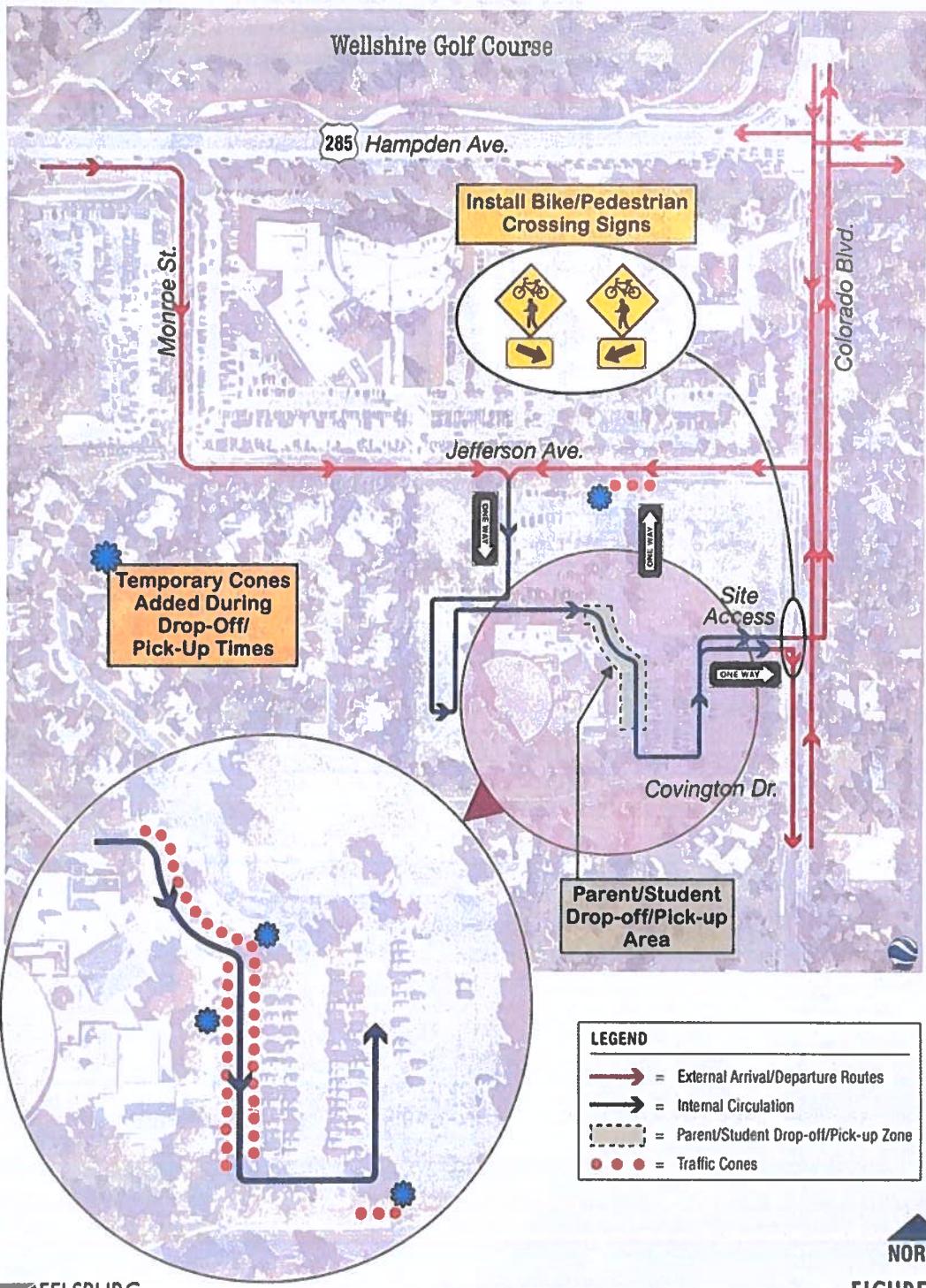


**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOTS 1-48 BLOCK 10 AND LOTS 25-40 BLOCK 9 AND LOTS 13-36 BLOCK 11 SOUTH UNIVERSITY PARK TOGETHER WITH VACATED STREET BETWEEN LOTS 25-40 BLOCK 9 AND LOTS 9-24 BLOCK 10 AND VACATED STREET BETWEEN LOTS 25-36 BLOCK 10 AND LOTS 13-24 BLOCK 11 AND WEST HALF VACATED STREET ADJACENT LOTS 37-48 BLOCK 10 AND VACATED ALLEY IN BLOCK 10 AND VACATED ALLEY ADJACENT LOTS 13-36 BLOCK 11



**EXHIBIT B**  
**CIRCULATION PLAN**



**EXHIBIT C**  
**PEDESTRIAN SIGN LOCATION**

