

CHERRY HILLS VILLAGE
COLORADO

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City Council Agenda
Tuesday, May 20, 2014

6:00 p.m. – Study Session – Public Works Facility Review by Norris Design

6:30 p.m. – Regular Meeting

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Update by CDOT Region Director Tony DeVito
5. Reports from Members of City Boards and Commissions
6. Audience Participation Period (limit 5 minutes per speaker)
7. Consent Agenda
 - a. Approval of Minutes – May 6, 2014
 - b. Resolution 5, Series 2014; Concerning the Appointment of Members to the Board of Adjustment and Appeals
 - c. Resolution 6, Series 2014; Concerning the Appointment of Members to the Parks, Trails and Recreation Commission
 - d. Resolution 7, Series 2014; Concerning the Appointment of Members to the Public Art Commission
 - e. Resolution 8, Series 2014; Appointing Ford H. Wheatley as an Alternate Municipal Judge for the Cherry Hills Village Municipal Court and Approving a Professional Services Agreement for Such Services
 - f. Intergovernmental Agreement with the City of Englewood for Fleet Maintenance and Repair
 - g. Contract for Services with PLM Asphalt and Concrete Inc. for the 2014 Street Improvement Asphalt Replacement Project
 - h. Contract for Services with Thoutt Brothers Concrete Contractors Inc. for the 2014 Street Improvement Concrete Replacement Project
8. Items Removed From Consent Agenda
9. Unfinished Business
 - a. Continuation of Public Hearing – Major Event Permit, Floodplain Development Permit, and Temporary Wireless Communication Facilities for the BMW Golf Championship
10. New Business
11. Reports
 - a. Mayor
 - b. Members of City Council
 - c. City Manager and Staff
 - (i) Department Monthly Reports
 - (ii) Unaudited Financial Statements
 - (iii) Update on Council Priorities
 - (iv) Public Works Department Annual Report
 - d. City Attorney
12. 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, May 6, 2014 at 6:30 p.m.
At the Village Center

Mayor Doug Tisdale called the meeting to order at 6:30 p.m.

ROLL CALL

Mayor Doug Tisdale, Councilors Mark Griffin, Russell Stewart, Alex Brown, Scott Roswell, Klasina VanderWerf, and Katy Brown were present on silent roll call. Also present were City Manager John Patterson, City Attorney Linda Michow, City Engineer Troy Carmann, Deputy City Manager and Public Works Director Jay Goldie, Finance Director Karen Proctor, Community Development Director Rob Zuccaro, Police Chief Michelle Tovrea, Human Resource Analyst Kathryn Barlow, Parks, Trails & Recreation Administrator Ryan Berninzoni, Public Works Project and Right-of-Way Manager Ralph Mason, and City Clerk Laura Smith.

Absent: none

PLEDGE OF ALLEGIANCE

William Seifert and Aydan Solomon (5th grade team), and Aiden Shipman, Zander Deicidue, Kylenna Lathram and Ben Chonchol (3rd grade team) from the Cherry Hills Village Elementary School Destination Imagination Teams that made it to Global Finals led the Council in the pledge of allegiance.

The Destination Imagination teams explained to City Council that they would be participating in Global Finals and asked the City to fund a scholarship. They also notified Council that they were selling coupon books at Cherry Hills Village Elementary School to raise money for their trip to Global Finals.

**UPDATE BY RTD DIRECTOR KENT BAGLEY, DISTRICT H, REGARDING
FASTRACKS, DENVER UNION STATION AND RELATED MATTERS**

CDOT Director Bagley reviewed the various lines associated with Fastracks and their projected completion dates. He gave a detailed presentation on the recently completed Denver Union Station renovations.

Councilor A. Brown asked about intercity rail.

CDOT Director Bagley replied that there was potential space for additional intercity rail lines at the new Denver Union Station. He added that CDOT was expanding their regional bus service to Fort Collins, Colorado Springs, and Glenwood Springs.

Councilor A. Brown noted that Denver Union Station was a good example of how a well-written view preservation ordinance could work in conjunction with development and design.

CDOT Director Bagley commented that this was an outstanding project and had been a collaboration between CDOT and DRGOG along with the entire metro region.

Mayor Tisdale reminded Council of the gala and ribbon cutting for Denver Union Station that he would attend. He encouraged Council members to attend the ribbon cutting.

AUDIENCE PARTICIPATION PERIOD

Mark Van Loucks, 1515 E. Tufts Ave., noted that he had lived in the Village for 33 years. He explained that on Sunday morning at 8:30 a.m. contractors came to his home to remove turf from the sides of his driveway instead of coming on Monday as they had been scheduled. He indicated that he and his wife did not hear the machinery but that his neighbor did and called the Police Department. He suggested that the Police Department implement a policy for complaints whereby residents are required to call their neighbors the first time as a courtesy to the neighbors, to the Police Department's time, and to use of public funds. He also suggested that section 18-10-60(2) be amended to use the word "structures" instead of "areas", and section 18-10-20 be amended to add the word "construction" to the word "landscaping".

MEMBERS OF CITY BOARDS AND COMMISSIONS

There were no reports.

CONSENT AGENDA

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

- a. Approval of Minutes – April 15, 2014
- b. 2013 Audited Financial Statements

The motion carried unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None

UNFINISHED BUSINESS

None

NEW BUSINESS**Public Hearing – Major Event Permit, Floodplain Development Permit, and Temporary Wireless Communication Facilities for the BMW Golf Championship**

Mayor Tisdale explained that he had been advised by Director Zuccaro that both staff and the applicant requested this matter be continued to the May 20th meeting so that all information could be presented at that time.

Mayor Pro Tem Stewart moved, seconded by Councilor Griffin to continue the request by the Western Golf Association for Major Event Permit to host the 2014 BMW Championship to the May 20, 2014 City Council meeting at 6:30 p.m.

The motion passed unanimously.

Public Hearing – Special Event Liquor Permit Application for Cherry Hills Country Club at 4125 S. University Blvd. for September 1-15, 2014

Mayor Tisdale noted that this item had been removed because the Municipal Code provides that if no objections are filed, in this case, by close of business yesterday, the application can be dealt with administratively.

Public Hearing – George W. Calkins Trust Subdivision (5100 E. Quincy Avenue) Preliminary Plat Review

Director Zuccaro explained that the preliminary plat proposed to subdivide 17.9 acres zoned R-1 on the southeast corner of East Quincy Avenue and South Dahlia Street. The property was surrounded by R-1 and R-4 residents and Arapahoe Tennis Club to the southwest. A private road went through the property from north to south. Review of the proposal began in 2011. A sketch plat was reviewed by the Parks, Trails and Recreation Commission (PTRC) and by the Planning and Zoning Commission (P&Z) in 2011 to give the applicant preliminary feedback before the preliminary plat was reviewed. Director Zuccaro noted that in order to address questions related to ownership of the private road that transects the subdivision the application review was on hold pending legal proceedings until August of 2013. The preliminary plat was then reviewed by the PTRC at a meeting on January 9, 2014 for conformance with the City's open space land dedication requirement and Master Plan. P&Z held a public hearing February 25, 2014 that was continued to March 25, 2014 to review the full application. Both bodies made conditional recommendations to Council for approval. Director Zuccaro noted that after the preliminary plat is approved by Council the third and final step of the review process is a final plat presented to Council at a regular meeting with no public hearing required. He noted that tonight was Council's opportunity to discuss the proposal in detail.

Director Zuccaro explained that the applicant proposed to subdivide the land into seven lots each with a minimum gross lot area of 2.5 acres to conform with the R-1 zone

district. The corresponding open space land dedication would be 1.34 acres, which the applicant proposed to be divided between a trail connection easement from Quincy Avenue south via the private road and then west via the southern boundary of the subdivision to Dahlia Street, plus two pocket parks. The applicant proposed more restrictive building envelopes and heights than the City's standards in order to preserve view corridors. Fencing would be open rail along Quincy Avenue. Access for all seven lots would be from existing roads. Retention ponds would be constructed.

Director Zuccaro explained that PTRC's review of the application focused on conformance of the proposal with the City Code, the Master Plan, and the Blue Ribbon Panel Report. At their January 9, 2014 meeting PTRC voted four to one to recommend approval of the preliminary plat with four conditions: the vegetation along Quincy Avenue between the property line and the fence would be limited to six feet in height; the pocket park along the private road would be moved slightly to the north to enhance the view corridor; the pocket park in the southwest corner of the subdivision would be moved to the northeast corner; and the fencing along Quincy Avenue would be limited to split rail type fencing. Director Zuccaro indicated that these conditions had been met in the preliminary plat presented to Council tonight.

Director Zuccaro explained that P&Z had voted three to one to recommend approval with six conditions: the fence along Quincy Avenue would not exceed five feet in height, shall be split rail or dimensional, and shall be comprised of a maximum of 40% material; Lot 4 and Lot 5 would have their front yards along Quincy Avenue in order to have the front setback along Quincy Avenue and the building envelope of Lot 4 would be adjusted; the open space in the southwest corner of the subdivision be relocated to the northeast corner; the details of the fence along Quincy Avenue would be included in the subdivision improvement agreement summary letter; an updated cost estimate would be provided; and the required Xcel Energy dry utility easement would be included on the final plat. Director Zuccaro noted that the intent of including the fence along Quincy Avenue as a subdivision improvement was to ensure a uniform fence design across the north subdivision boundary. In lieu of including the fence as a subdivision improvement, the applicant proposed that the fence design be specified on the plat and then require the fence to be built and maintained by each individual property owner when each home is built.

Director Zuccaro explained that staff found the applicant had met the design criteria outlined in Article V of the Subdivision Regulations of the Municipal Code. Staff found that the subdivision proposal met the design provisions by preserving view corridors through restrictions on landscaping and fencing and the dedication of trail and open space areas. The applicant proposed that two of the lots have direct access to Quincy Avenue, and staff requested that the applicant provide 25-foot clear sight triangles for the driveways onto Quincy Avenue, which would also cross the Quincy Avenue trail, and the same clear sight triangle for any other driveways crossing a trail easement proposed within the subdivision. With the clear sight triangle, staff was supportive of the driveway access proposal. The Municipal Code requires that all new utilities shall be underground, but the Code does not require undergrounding of existing utilities. The

proposal met the recreation easement design principles which state that the object is to provide safe, attractive routes to connect all parts of the City to the High Line Canal. Staff believed that the proposed trail easement alignment meets the intent of this principle.

Director Zuccaro noted that the City Engineer had reviewed the plat and recommended approval. He added that written notice of tonight's public hearing was mailed by the applicant via certified mail to surrounding property owners within 500 feet of the subdivision at least ten days prior to the hearing date; a notice sign was posted on the property facing Quincy Avenue; notice was published in the April 17, 2014 issue of the Villager Newspaper; and notice was posted on the City notice board and website.

Director Zuccaro indicated that the applicant had met all conditions from the PTRC and P&Z except for including the fence along Quincy Avenue in the subdivision improvement agreement, and staff was satisfied with the applicant's plan to the fence in the plat. He indicated that staff recommended approval with the one condition that the required Xcel Energy dry utility easement was included on the final plat.

Councilor Griffin asked why Lots 5 and 6 did not include a sight triangle for their driveways.

Director Zuccaro explained that the plat only showed the sight triangles that were above and beyond the normal City Code requirements, which were only required when a driveway crosses a trail, and that all driveways would have at least standard sight triangles.

Councilor Griffin asked how the vegetation height restrictions would be monitored and enforced.

Director Zuccaro replied that they would be included on the final plat, in the subdivision improvement agreement, and in the HOA covenants. He explained that staff could enforce the vegetation height restrictions based on the subdivision improvement agreement but would likely only address issues on a complaint basis.

Mayor Pro Tem Stewart asked if the HOA could be charged with enforcing the vegetation height restrictions.

Director Zuccaro replied that the HOA could enforce the restrictions based on the HOA covenants.

Mayor Pro Tem Stewart asked about the retention ponds.

City Engineer Carmann explained that the ponds were a unique system of retention with release. They would discharge the historic amount of stormwater while retaining the developed run-off.

Mayor Pro Tem Stewart asked about the depth of the ponds.

City Engineer Carmann replied that the proposal had not gone into that amount of detail yet but that he did not expect the depth to be unusual.

Mayor Pro Tem Stewart asked how stormwater would drain from the ponds.

City Engineer Carmann replied it would drain through a controlled outlet from the bottom of the pond.

Mayor Pro Tem Stewart asked why the trail easement had been proposed for the south side of the subdivision instead of the north side.

Director Zuccaro replied that Quincy Avenue trail already existed on the north side and PTRC had requested in 2011 that the applicant consider a trail going through the subdivision.

Councilor VanderWerf asked how the size of the sight triangles was determined.

City Engineer Carmann replied that standard engineering criteria was used based on the intersection and speed limits and was largely at the engineer's discretion. He explained that in this case the City had used the minimum standard for safe conditions.

Councilor VanderWerf asked if there were height restrictions for landscaping in the sight triangles.

Director Zuccaro replied that there was a thirty inch height restriction for landscaping in sight triangles.

Councilor VanderWerf asked about the enforceability of the fence design along Quincy Avenue.

Director Zuccaro replied that the City would be able to enforce the fence design based on the design standards being included in the subdivision improvement agreement and the final plat. Additionally the HOA could enforce the fence design based on the inclusion of the standards in the HOA covenants.

Councilor A. Brown asked about the view corridor from the pocket parks west over the western-most lot, Lot 1.

Director Zuccaro replied that the difference in elevation and distance from the building envelope of Lot 1 contributed to preserving mountain views from the pocket parks. He noted that PTRC had requested that the pocket park along the private road in the middle of the subdivision be moved slightly north from its originally proposed location in order to take more advantage of the view across the southern part of Lot 1.

Mayor Tisdale noted that the City could enforce the fencing and landscaping standards based on their inclusion in the subdivision improvement agreement and the plat; the HOA could enforce these standards based on their inclusion in the HOA covenants; and a third party could potentially take action based on the plat which would be recorded with Arapahoe County.

Mayor Pro Tem Stewart asked about the trail going from the private road west to one of the retention ponds.

Director Zuccaro clarified that it was a drainage easement rather than a trail.

Councilor K. Brown noted that there was currently an off-street trail along Quincy Avenue and an on-street trail on Dahlia Street. She asked about the decision to create an off-street trail along Dahlia Street as part of the land dedication.

Director Zuccaro replied that off-street trails were preferred when possible and this was an opportunity to create an off-street trail on Dahlia Street.

Councilor K. Brown asked why the existing trail connectivity was being duplicated with the proposed trail along the private road and along the southern boundary of the subdivision.

Director Zuccaro replied that the trails through the subdivision would be an alternative to busy roads and would provide a scenic trail option for residents.

Councilor K. Brown noted that the trail on the southern border of the subdivision would be twenty feet wide with fences on either side.

Keith Neale, Koelbel and Company, representative for the applicant, thanked Director Zuccaro for his thorough explanation. He noted that this had been a long process with a lot of input from the PTRC and P&Z, and he hoped to have the opportunity to respond to any concerns raised during tonight's public hearing as well as any questions or concerns from Council. He explained that the Calkins had owned and resided on the property since 1954. He clarified that this was not a zoning case but rather a complex platting exercise. He noted that the applicant had worked long and hard with PTRC and P&Z, and that there had been a hiatus in the application process to resolve the private road issue. He indicated that PTRC had visited the property to see how it fit in with Quincy Avenue. He stated that the applicant had taken all of PTRC's concerns into consideration and the application had been approved by PTRC. He explained that P&Z had also had numerous changes for the applicant, and he believed the applicant had made concessions above and beyond the zoning code because it was the right thing to fit into the Village neighborhood. He indicated that the applicant had fully complied with PTRC and P&Z and had gone above and beyond the requirements. He indicated that the application met the vision of the Master Plan by maintaining the Village's low-density and semi-rural character, preserving view corridors and vistas while respecting personal property rights, and preserving open space and scenic views. He added that the

application met the vision of the Blue Ribbon Panel Report by preserving trails and view corridors. He noted that the applicant had considered all these aspects in their initial planning and it had been taken to a higher level with PTRC and P&Z. He indicated that the preliminary plat presented to Council tonight was the result of a collaborative effort. He stated that the plan was responsible and thoughtful, preserved the vision of the Village, and conformed to the subdivision code. He requested that City Council approve the preliminary plat.

Jeff Vogel, Vogel & Associates, representative for the applicant, presented a chronology of the plans for the subdivision and indicated that the principles of semi-rural character and preservation of view corridors had been present from the beginning. He explained that the applicant had not wanted to re-grade the property but rather incorporate the natural features of the property. He noted that in the early stages of the project the applicant had reached out to neighbors and had taken their concerns into consideration, including the trail connectivity to the south of the property. He reviewed the changes that had occurred as a result of PTRC and P&Z's conditions.

Councilor K. Brown indicated that she appreciated the changes that had been made and acknowledged the principals incorporated into the original plan. She questioned the distance from the border of the northeast pocket park to that lot's building envelope, Lot 7.

Mr. Vogel replied that there was twenty feet from the building envelope to the fence that would delineate the pocket park.

Councilor K. Brown asked about the square footage of the building envelope for Lot 7.

Mr. Vogel replied it was around an acre.

Councilor K. Brown asked for confirmation that the setback for the building envelope was from the property line rather than the edge of the pocket park easement.

Director Zuccaro replied that was correct.

Councilor K. Brown noted that because of the easement on that lot the distance between the private land and the public pocket park was significantly less on Lot 7 than the full property setback.

Councilor VanderWerf asked about the third outlying property.

Buzz Calkins replied that the third outlying property had been purchased.

Mr. Neale added that the two parcels along Quincy Avenue that were not part of this subdivision were non-conforming lots. In response to Councilor K. Brown's comment he noted that both PTRC and P&Z had requested that the pocket park be placed in the northeast corner of the subdivision.

Mayor Tisdale opened the Public Hearing at 8:15 p.m.

Phyllis Hayutin, 5094 E. Quincy Avenue, noted that she was here voluntarily and had not been asked to come. She indicated that she was a neighbor of the property and was in favor of the subdivision.

Murph Hayutin, 5094 E. Quincy Avenue, stated that Director Zuccaro had done a wonderful job summarizing the issue. He explained that they lived on the southeast corner of the applicant's land, and had been contacted by the Calkins when they started the process. He noted that the Calkins had incorporated his suggestions. He indicated that the proposal had no new roads, dedicated open space, and 2.5 acre lots. He noted that he was not in favor of additional parks in the City because of the cost of maintaining them. He indicated that the subdivision process had been cumbersome, burdensome and very costly to the Calkins. He suggested that the Council approve the application as quickly as possible. He noted that the applicant and representatives had been wonderful to work with. He indicated his approval of the application.

Caroline Kemp, 5350 E. Quincy Avenue, explained that her property formed the entire eastern border to the applicant's property, where she had lived for over 30 years. She stated that she had never been contacted by the applicant. She warned that the proposal would obliterate her view of the mountains. She noted that the pocket parks would not do much to preserve the view, and asked why the trail did not start at the northeast pocket park. She warned that the sight triangles for driveways crossing the Quincy Avenue trail were not enough to ensure the safety of trail users, and explained that her driveway crossed the trail and she had installed a stop sign for guests leaving her property and there were still many near-misses because trail users were not cautious when crossing driveways. She indicated that she was opposed to the application.

Adam Writer, 55 Meade Lane, indicated he was in support of the application and that the proposal respected property rights and abided by City codes and regulations. He noted there had been many iterations of the application at many meetings in front of various bodies, and asked the Council to consider the applicant's work and efforts. He added that while it was impossible to please everyone, the application mitigated as many concerns as possible without reducing property rights.

Brent Powers, 5091 Nassau Circle West, commended the Calkins family and Director Zuccaro. He explained that he had young children and his family was frequent trail users. He noted that the proposed trails would be an improvement for neighbors and would be well received by all users. He indicated he was in support of the application and noted that the applicant had gone above and beyond the requirements.

Kathryn Springer, 5144 E. Princeton Avenue, indicated she appreciated the careful detail given to preserving view corridors, but expressed concern about the fence along

Quincy Avenue. She noted that her property was on the north side of Quincy Avenue and that she would be looking through the fence for her view.

Pete Clute, 4300 S. Dahlia Street, indicated that the Calkins had been very good neighbors and he was in favor of the application. He expressed concern about the current on-street trail on Dahlia Street because of the hill and excess speed of vehicles, and indicated he was in favor of an off-street trail. He stated that the Calkins had gone through a lot of trouble and this subdivision was long overdue. He added that he had known this land would eventually be subdivided when he had bought his property. He indicated that the subdivision was being done responsibly and that the time had come.

Hearing no further comments, Mayor Tisdale closed the Public Hearing at 8:33 p.m.

Mr. Neale replied to Ms. Springer's concern about the fence along Quincy Avenue by noting that it would be an open split rail fence at a maximum of five feet.

Mayor Tisdale added that the proposed preliminary plat showed that the fence would have a maximum of four rails, each of which were two feet by six feet, and the fence would be at least 60% open.

Mr. Neale confirmed that was correct. He also clarified that the applicant had sent a letter to Ms. Kemp as they had to all the neighbors, but that they had not received a response.

Councilor K. Brown noted that this was probably the type of property that residents had in mind when they asked Council to acquire more open space and it was sad to see it developed, but that she recognized it was privately owned and the owners had the right to develop it. She added that she appreciated the applicant's diligence, consideration, and compromise during the process. She indicated that she had one remaining concern related to distance between the building envelope and the pocket park easement in Lot 74 in the northeast corner of the subdivision. She noted that because the pocket park had been moved to its current location after the last P&Z hearing its proximity to the building envelope had not, perhaps, been thoroughly discussed. She noted that there was a general issue in the City with small parcels of public land being perceived as extensions of private land. She expressed concern that a home could be built fifteen feet away from the pocket park which could make the public feel unwelcome in that park. She noted that reducing the building envelope slightly would not diminish the lot value, and suggested that the setback on that side of the lot be increased. She added that if the pocket park was not welcoming to the public then its benefit to the City was significantly reduced. She concluded that this was her only concern and she was aware that this was a late point in the process but this was the only opportunity to bring up her concern.

Councilor Griffin indicated he was amazed at the length and depth of the examination of the proposal, and applauded Director Zuccaro and City staff. He noted that the application was well vetted by PTRC and P&Z and had gone through many iterations.

He stated that the Calkins were wonderful citizens and it was time to approve the application. He endorsed the proposal.

Mayor Pro Tem Stewart indicated that the subdivision process might be long but was important in protecting the character and vision of the Village. He added that although the process was expensive and cumbersome it improved the value of the lots he thought it likely that the changes would increase the attractiveness and value of the property. He noted his approval of PTRC's recommendation to reorient the lots bordering Quincy Avenue in order to have the larger setback on that side, and indicated he believed the open fence was an ~~good~~ attractive solution, and one that might be emulated in other new developments. He stated that he appreciated the landowner's intention efforts.

Councilor A. Brown indicated that based on the record included with the staff memo it was clear that PTRC and P&Z had spent a lot of time and effort thinking through the application and providing detailed and specific input to which the applicant had been by and large responsive. He noted that the proposed off-street trails and duplication of trail connectivity followed a design similar to the rest of the Village. He recognized the need for safety considerations where driveways crossed trails and believed the sight triangles would be instrumental. He added that the City had other option to enhance safety such as posting signs and flashing lights. He noted that the addition of an off-street trail on Dahlia Street would be a beneficial safety improvement. He indicated that he was concerned about the lack of height restriction for the vegetation on the western side of Lot 1 at the very west of the subdivision and the potential effect on the view corridor. He added that he agreed with Councilor K. Brown's concern about the Lot 7 building envelope's proximity to the pocket park in the northeast corner of the subdivision.

Councilor VanderWerf indicated that the arduous and rigorous subdivision process protects the public interest. She noted that the view corridors across this subdivision were appreciated by everyone moving through the City along Quincy Avenue. She commented that Council could further discuss Councilor K. Brown's concern with the northeast building envelope and pocket park. She thanked PTRC and P&Z for being so diligent in their review of the proposal and making the Council's job easier.

Councilor Roswell thanked PTRC, P&Z and Director Zuccaro for their work on this proposal, and applauded the Calkins for their collaborations with the commissions.

Mayor Tisdale reiterated that the applicant's collaboration was admirable. He noted that the applicant had good communication with their neighbors in general.

Applicant Buzz Calkins, 14 Cherry Lane Drive, responded to Councilor A. Brown's concern by explaining that the property on the other side of Dahlia Street from the subdivision had a berm with vegetation that was not height restricted, and that because of the elevation change of the land they had determined that restricting the height of the vegetation on the western border of the subdivision would not improve the view corridor.

Mr. Neale added that someone looking west would be looking at the horizon rather than the ground, and that having high vegetation on the west side of the subdivision would not change the plane of view. He went on to address Councilor K. Brown's concern and explained that the applicant was instructed to locate the pocket park at its current northeast location by P&Z. He noted that the applicant imagined this would be a passive park and would prefer to keep the building envelope as it was now. He indicated that it was unlikely a home would be built in the northeast corner of the building envelope. He added that the applicant had already restricted building envelopes and setbacks in the subdivision more than required by the City Code.

Mayor Tisdale noted that the City often demarcated park boundaries with bollards.

Councilor K. Brown indicated that the plat showed a fence between the pocket park and the private property.

Mr. Neale added that this fence would be the same open rail fence as along Quincy Avenue.

Mr. Calkins warned that the plan was like a jigsaw puzzle, and a small change in one area would affect other areas.

Mr. Neale indicated that this had been a detailed and collaborative process, the applicant appreciated the input, the process had been difficult and enlightening, the plan meets the goals of the Village, and the applicant was proud of the plan.

Mr. Calkins noted that while he can see both sides of the issue and is also saddened to see large areas of open space be developed he believed the proposed plan was a responsible one.

Mayor Pro Tem Stewart indicated that Council's task was limited to determining if the proposal complies with the Code.

Mayor Pro Tem Stewart moved, seconded by Councilor Griffin to approve the George W. Calkins Trust Preliminary Plat based on the findings and analysis in the May 6, 2014 staff memorandum, including all the findings contained in that memorandum and conclusions of compliance with the Municipal Code, with the following condition: The applicant shall include the required Xcel Energy dry utility easement on the final plat.

The motion passed unanimously.

REPORTS

Members of City Council

Councilor K. Brown reported that she would attend the Centennial Airport Noise Roundtable meeting tomorrow.

Councilor Griffin thanked staff, Council, and Mayor Tisdale for their condolences on the passing of his mother.

Mayor Pro Tem Stewart reported that the Boy Scouts were available to help staff during the annual Spring Clean Up.

Councilor Roswell reported that he was impressed with the subdivision process.

Councilor VanderWerf reported that the Public Art Commission would hold its annual fundraiser on June 1st and encouraged Council members to purchase tickets. She noted that guest speaker Lino Tagliapietra was a world-renowned glass artist.

Councilor A. Brown reported that he and Councilor VanderWerf would be conducting interviews of applicants for the Board of Adjustment and Appeals (BOAA) and PTRC and hoped to make recommendations to Council at the May 20th meeting. He noted that the City had received an encouraging number of applications. He also reported that the Utility Line Undergrounding Study Committee would meet next week for an open conversation reviewing all the information collected so far.

Mayor Tisdale requested that the Committee discuss the section of the Code that did not require new developments to underground existing utility lines.

Mayor Pro Tem Stewart indicated that the Committee was discussing that issue. He added that the Committee was not likely to recommend referring issues related to undergrounding utilities for vote by citizens in November 2014 ~~undergrounding utility lines would probably not be on the 2014 ballot because more time was needed to research and prepare the issue.~~

Councilor A. Brown brought up the issue of installing a traffic signal at Belleview Avenue and Glenmoor Drive. He indicated that Belleview Avenue was one of the City's major thoroughfares and perhaps the biggest challenge with congestion and safety. He noted that the City of Greenwood Village and the Glenmoor Country Club Board were both supportive of the idea. He indicated that Greenwood Village was interested in a 50/50 split of the cost with Cherry Hills Village, and that Glenmoor Country Club was willing to pay 25%, so that the City would only have to pay 25%. He noted that a warrant study would have to be done for CDOT prior to the signal being approved. He added that a signal at Glenmoor Drive would also help the entrance to Cherry Hills Farm by creating gaps in traffic on Belleview Avenue. He noted the signal could have a sensor so it would stay green for traffic on Belleview Avenue unless triggered, and be synchronized with the signal at University Boulevard. He suggested that Council seriously consider including this cost in the City's capital costs for 2015.

Mayor Pro Tem Stewart asked what the cost would be to the City.

Mayor Tisdale replied that the City's portion would be \$200,000.

Councilor A. Brown noted that there had been a fatality at that intersection several years ago.

Mayor Pro Tem Stewart indicated the fatality had been six years ago.

Councilor Griffin agreed that an on-demand signal was a step in the right direction but asked that staff also follow up on having CDOT paint Xs in front of Cherry Ridge and Cherry Hills Farm.

Councilor Roswell noted that when a signal was discussed before the neighbors on Franklin Street were not in favor because they were concerned with an increase in cut-through traffic.

Councilor A. Brown replied that concern had not come up this time.

Mayor's Report

Mayor Tisdale reported that this week was National Physical Education and Sport Week and May was National Physical Fitness and Sport Month. He reported that he had attended a DRCOG Board meeting April 16th; he attended Carnival at Cherry Hills Village Elementary School to celebrate the successful conclusion of the Help Ryan Dunne campaign; he attended the DRCOG awards ceremony on April 23rd; he and other DRCOG Board members had lunch with CDOT Executive Director Don Hunt on April 24th; he attended the Centennial Airport Noise Roundtable on April 24th; he attended the Arapahoe B-Cycle fundraising event on April 24th; he attended the 5280 Professional Alliance wine tasting in the Buell Mansion neighborhood on April 30th; he attended the Cherry Creek North BID VIP reception on May 1st; he attended the Governor's Holocaust Remembrance at Temple Emmanuel on May 1st; he attended the Cherry Hills Village Elementary School fundraiser for Wish on Wheels on May 4th and would attend the bike-building event on May 12th; he hosted the South Metro Mayors Munch today at Pino's Pizzeria; he would attend the Denver Union Station gala on Thursday and the ribbon cutting on Friday; he would attend the CDOT Open House on May 12th; he would attend the Kent Denver School Yates Pavilion dedication on May 13th; he would attend the Denver First Church groundbreaking ceremony on May 18th. He thanked Councilors VanderWerf and A. Brown for their work on the recruitment process for BOAA and PTRC. He noted that terms ended this month. He stated that CDOT Regional Manager Tony DeVito would attend the May 20th Council meeting. He asked Council to consider reimbursing his costs to attend the CML Annual Conference in Breckenridge in June with Deputy City Manager Goldie.

There were no objections from Council.

City Manager & Staff

City Manager Patterson reported that through the efforts of CML the bill to ban photo red light systems was defeated. He congratulated Director Proctor on successful completion of the 2013 audit. He reported that the Police Department had collected 123 pounds of drugs at the April 23rd Drug Take Back event. He reported that the Police Department had completed its re-accreditation process and would make a presentation to Council in June. He congratulated HR Analyst Barlow on the completion of the annual CIRSA loss control audit. He reported that the Quincy Farm Visioning Committee would bring their final report to PTRC and then to City Council in the near future. He indicated that staff had been notified that the Cherry Hills Land Preserve planned to hold their annual Barn Tour September 6th and 7th, which would overlap with the BMW Golf Tournament. He noted that he and Mayor Tisdale would meet with members of the Land Preserve to discuss the impact of the BMW Golf Tournament on parking etc.

Finance Department Annual Report

Director Proctor presented the Finance Department's mission statement, "Embrace sound financial policies that continually evaluate the cost and benefit of current and potential services in the City and that ensure a balanced budget." She reviewed the staff members of the department and their functions. She presented a history of the General Fund balance and statistics on Accounts Payable and Accounts Receivable for 2013. She noted the department's accomplishments and goals. She reviewed the responsibilities, accomplishments and goals for the City Clerk and the Court Clerk.

HR Analyst Barlow presented her position's responsibilities and provided 2013 statistics on claims and employment. She presented a flow chart of new hires and separations, and noted her accomplishments and goals.

Councilor Griffin asked about putting total compensation statements and payroll information online for employees.

HR Analyst Barlow explained that this information was currently given to each employee on paper and that it would be complicated to link all the various programs for health insurance, life insurance, disability, etc. to an online system.

Councilor Roswell agreed it was difficult to gather information from separate providers into an online format for employees. He indicated that total contribution statements were common on an annual basis.

Mayor Pro Tem Stewart asked about the City's Recreation Reimbursement Program.

Director Proctor replied that the City had been under budget in 2013 for the program, but did not have a system set up to track the number of residents receiving reimbursements.

Mayor Tisdale thanked Director Proctor and HR Analyst Barlow for their work.

City Attorney

No report.

ADJOURNMENT

Mayor Pro Tem Stewart moved, seconded by Councilor Roswell to proceed into Executive Session pursuant to C.R.S. Sec. 24-6-402(4)(b) for purposes of receiving legal advice from the City Attorney on specific legal questions related to potential litigation concerning the City’s short term rental ordinance and immediately upon conclusion of the Executive Session to stand adjourned.

The following votes were recorded:

Katy Brown	yes
Mark Griffin	yes
Russell Stewart	yes
Scott Roswell	yes
Klasina VanderWerf	yes
Alex Brown	yes

Vote on Executive Session: 6 ayes. 0 nays. The motion carried.

The regular meeting adjourned at 10:05 p.m.

The executive session adjourned at 10:20 p.m.

Douglas M. Tisdale, Mayor

Laura Smith, City Clerk

**RESOLUTION 5
SERIES 2014**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
CONCERNING THE APPOINTMENT OF MEMBERS
TO THE BOARD OF ADJUSTMENT AND APPEALS**

WHEREAS, Section 8.2 of the City of Cherry Hills Village City Charter requires that members of the Board of Adjustment and Appeals be appointed by the Council for overlapping terms of three years. Each member shall be a taxpaying elector, and, in addition, shall have resided in the area comprising the City at the time of appointment for at least three years immediately preceding the date of his appointment; and

WHEREAS, the term of appointment of Board members Kerry Sullivan, Jamie Seitz, and Suzy Love expire on the third Tuesday of May 2014; and

WHEREAS, Mr. Sullivan has served one, three-year term on the Board of Adjustment and Appeals and is eligible for reappointment to a second, three-year term; and

WHEREAS, Mr. Sullivan has expressed a desire to be reappointed for an additional term; and

WHEREAS, the City Council desires to re-appoint Mr. Sullivan to the Board of Adjustment and Appeals for a second, three-year term; and

WHEREAS, Mr. Seitz has served two, three-year terms and Ms. Love has served three, three-year terms on the Board of Adjustment and Appeals; and

WHEREAS, City Council has established a policy to hold a recruitment process when board and commission members have completed two, three-year terms;

WHEREAS, applications to fill the two positions on the Board were reviewed by the City Council; and

WHEREAS, the City Council desires to appoint William Rapson and Jennifer Allen to new terms on the Board.

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

The City Council hereby makes the following appointments to the City of Cherry Hills Village Board of Adjustment and Appeals:

<u>Name</u>	<u>Term Expires</u>
<u>Kerry Sullivan</u>	3 rd Tuesday in May 2017
<u>William Rapson</u>	3 rd Tuesday in May 2017
<u>Jennifer Allen</u>	3 rd Tuesday in May 2017

This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this ___th day of _____, 2014, by a vote of _ yes and _ no.

(SEAL)

Douglas M. Tisdale, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

**RESOLUTION 6
SERIES 2014**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
CONCERNING THE APPOINTMENT OF MEMBERS
TO THE PARKS, TRAILS AND RECREATION COMMISSION**

WHEREAS, Ordinance 02-12 established the Parks, Trails and Recreation Commission; and

WHEREAS, Section 3.1 of the City of Cherry Hills Village City Charter authorizes the City Council to “delegate to board and commissions...such functions, powers and authority of the City as it deems proper and advisable”; and

WHEREAS, Section 2-8-30 of the City Municipal Code requires that the Parks, Trails and Recreation Commission shall consist of seven (7) members: one (1) from each Council district; and one member appointed on an at-large basis; provided, however that if the Council is not reasonably able to appoint one member from each Council district the Council may appoint one or more members of the commission on an at-large basis. On the date of appointment, each district member shall be a registered elector of the City for at least three (3) years immediately preceding the date of appointment. Each district member shall be a resident of the district on the date of appointment and throughout his or her term of office; and

WHEREAS, the term of appointment of Commission members Mike Gallagher, Bill Lucas, Jeffrey Ferrell and Karen Barsch expire on the third Tuesday of May 2014; and

WHEREAS, Mr. Gallagher has served a partial term and Mr. Lucas has served one, three-year term on the Commission and are eligible for reappointment; and

WHEREAS, Mr. Gallagher and Mr. Lucas have expressed a desire to be reappointed for an additional term; and

WHEREAS, the City Council desires to re-appoint Mr. Gallagher and Mr. Lucas to the Parks, Trails and Recreation Commission; and

WHEREAS, Mr. Ferrell and Ms. Barsch have each served two, three-year terms on the Commission; and

WHEREAS, City Council has established a policy to hold a recruitment process when board and commission members have completed two, three-year terms;

WHEREAS, applications to fill the two positions on the Commission were reviewed by the City Council; and

WHEREAS, the City Council desires to appoint Rob Ganger and Nina Itin to new terms on the Commission.

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

The City Council hereby makes the following appointments to the City of Cherry Hills Village Parks, Trails and Recreation Commission:

<u>Name</u>	<u>District</u>	<u>Term Expires</u>
<u>Mike Gallagher</u>	4	3 rd Tuesday in May 2017
<u>Bill Lucas</u>	2	3 rd Tuesday in May 2017
<u>Rob Ganger</u>	1	3 rd Tuesday in May 2017
<u>Nina Itin</u>	4	3 rd Tuesday in May 2017

This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this ___th day of _____, 2014, by a vote of _ yes and _ no.

(SEAL)

Douglas M. Tisdale, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

**RESOLUTION 7
SERIES 2014**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
REAPPOINTING DOUGLAS SMOOKE
TO THE PUBLIC ART COMMISSION**

WHEREAS, Section 3.1 of the City of Cherry Hills Village City Charter authorizes the City Council to “delegate to board and commissions...such functions, powers and authority of the City as it deems proper and advisable”; and

WHEREAS, Resolution 6-11 established the Public Art Commission; and

WHEREAS, Resolution 6-11 states the Commission shall consist of up to five (5) voting members, including a Council representative. All members are appointed by the City Council. Members must be residents of Cherry Hills Village; and

WHEREAS, the term of appointment of Commissioner Ann Polumbus will expire on the third Tuesday of May 2014; and

WHEREAS, Ms. Polumbus has served one, three-year term on the Commission and is eligible for reappointment; and

WHEREAS, Ms. Polumbus has expressed a desire to be reappointed for an additional term; and

WHEREAS, the City Council desires to reappoint Commissioner Polumbus to a new term on the Public Art Commission.

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

The City Council hereby makes the following appointment to the City of Cherry Hills Public Art Commission:

<u>Name</u>	<u>Term Expires</u>
Ann Polumbus	May 2017

This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this ___th day of ____, 2014, by a vote of _ yes and _ no.

(SEAL)

Douglas M. Tisdale, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

**RESOLUTION NO. 8
SERIES OF 2014**

**INTRODUCED BY: _____
SECONDED BY: _____**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPOINTING FORD H. WHEATLEY
AS AN ALTERNATE MUNICIPAL JUDGE
FOR THE CHERRY HILLS VILLAGE MUNICIPAL COURT
AND APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR SUCH SERVICES**

WHEREAS, the City of Cherry Hills Village ("Village") is authorized by C.R.S. Section 13-10-105(b) and Section 7.1(b) of its Home Rule Charter to appoint one or more municipal judge(s); and

WHEREAS, in accordance with Section 7.1(b) of the Charter and Section 2-4-40(a) of the Municipal Code, the City Council has appointed James E. Turre to serve as the presiding Municipal Judge for the municipal court; and

WHEREAS, the Mayor and City Council are authorized to appoint alternate municipal judges with the same qualifications as required for the Municipal Judge to serve in cases where the Municipal Judge is absent or unable to act; and

WHEREAS, the Mayor and City Council, acting pursuant to Section 7.1(b) of the Charter and Section 2-4-40(a) of the Municipal Code, desire to appoint Ford H. Wheatley as an alternate judge to adjudicate a municipal court case as more fully described in Section 2 of this Resolution, subject to the terms and conditions of a professional services agreement between the Village and the appointee; and

WHEREAS, the Mayor and City Council have determined that Ford H. Wheatley meets the qualifications set forth in Section 2-4-40(b) of the Municipal Code and is of good moral character with judicial temperament.

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

Section 1. The foregoing recitals are adopted as findings of the City Council.

Section 2. The Mayor and City Council appoint Ford H. Wheatley, IV, to serve as alternate municipal judge for the City of Cherry Hills Village municipal court in the matter of *People of the State of Colorado, Ex Rel. the City of Cherry Hills Village v. Michael Cooper*, Case No. 123721, subject to the terms and conditions as set forth in the professional services agreement, attached as **Exhibit A**, and approved hereby.

Section 3. This Resolution shall be effective immediately upon approval by the City Council.

Introduced, passed and adopted at the
regular meeting of City Council this __th day
of _____, 2014, by a vote of _ yes and _ no.

(SEAL)

Douglas M. Tisdale, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

Exhibit A
Professional Services Agreement

**CITY OF CHERRY HILLS VILLAGE
PROFESSIONAL SERVICES AGREEMENT**

ALTERNATE MUNICIPAL JUDGE

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between **FORD H. WHEATLEY, IV** (the “Alternate Municipal Judge”) and the **CITY OF CHERRY HILLS VILLAGE, COLORADO**, a home rule municipality of the State of Colorado (the “Village”). The Village and the Alternate Municipal Judge may be collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, under the authority of Section 7.1 of the Home Rule Charter, the Village operates a municipal court of record in accordance with the provisions of Article IV of Chapter 2 of the City of Cherry Hills Village Municipal Code and Article 10 of Title 13, C.R.S.; and

WHEREAS, the Village is authorized to appoint alternate municipal judge(s) as may be necessary to transact the business of the court and act in case of temporary absence or other inability of the presiding Municipal Judge; and

WHEREAS, the Alternate Municipal Judge represents that he meets the qualifications established in Section 2-4-40(b) of the Municipal Code and has the skill, ability, and expertise to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. SERVICES. When scheduled, the Alternate Municipal Judge shall adjudicate the municipal court case of *People of the State of Colorado, Ex Rel the City of Cherry Hills Village v. Michael Cooper, Case No. 123721* (“Case”) and cooperate with municipal court clerk to attend court sessions at which the Case is presented or considered, including but not limited to motions hearings, pretrial matters, trial and any post-trial motions or determinations. The Alternate Municipal Judge shall comply with the Colorado Rules of Municipal Court Procedure, the constitutions and applicable laws of the United States and the State of Colorado, and the ordinances, resolutions and regulations of the Village. The Alternate Municipal Judge may use the full range of his judicial discretion in adjudicating the Case, subject to applicable law. The Village will not instruct the Alternate Municipal Judge as to how to adjudicate the Case. The duties described in this paragraph are hereinafter referred to as the “Services.”

2. TERM OF AGREEMENT. This appointment and the term of this Agreement shall extend through conclusion of the Case in municipal court.

3. REMOVAL. In accordance with Section 13-10-105(1)(c), C.R.S., and the ordinances of the Village, removal, or termination of this Agreement, is only permitted for “cause” as defined in such statute or ordinances or any amendments thereto or, if and upon adoption, any Charter provision of the Village. The Parties acknowledge that, in

addition to any other circumstances constituting cause within the meaning of state law, breach of this Agreement shall constitute sufficient cause for removal.

4. COMPENSATION.

A. Time Basis. The Alternate Municipal Judge shall be entitled to hourly compensation of \$150/hour.

B. Method of Compensation. The Alternate Municipal Judge shall perform the Services and shall invoice the Village for work performed based on the hourly rate.

C. Reimbursable Expenses. The Alternate Municipal Judge shall not be entitled to reimbursement for any personal or business expenses with the exception of reimbursement for round trip vehicle mileage to the court associated with attendance at sessions of the municipal court, calculated from the Alternate Municipal Judge's residence or place of business and reimbursed at the then effective rate recognized by the Internal Revenue Service.

D. Payment Processing. The Alternate Municipal Judge shall submit invoices and requests for payment in a form acceptable to the Village. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Village. Following receipt of an invoice, the Village shall promptly review and pay, if undisputed, the Alternate Municipal Judge's invoice.

5. ALTERNATE MUNICIPAL JUDGE'S PERFORMANCE.

The Alternate Municipal Judge offers to perform the Services in accordance with the following provisions:

A. General. The Alternate Municipal Judge shall become fully acquainted with the available information related to the Services. The Alternate Municipal Judge shall affirmatively request from the Village such information that the Alternate Municipal Judge, based on his professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Alternate Municipal Judge shall promptly inform the Village concerning ambiguities and uncertainties related to the Alternate Municipal Judge's performance that are not addressed by the Agreement. The Alternate Municipal Judge shall provide all of the Services in a timely and professional manner. The Alternate Municipal Judge shall comply with all applicable laws, ordinances, regulations, and resolutions.

B. Independent Contractor. The Alternate Municipal Judge shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Village. This Agreement does not require the Alternate Municipal Judge to work exclusively for the Village. This Agreement shall not be interpreted as the Village dictating or directing the

Alternate Municipal Judge's performance or the time of performance beyond a range of mutually agreeable court session, but shall be interpreted as the Alternate Municipal Judge's offer and Village acceptance of terms and conditions for performance. The Alternate Municipal Judge's business operations shall not be combined with the Village by virtue of this Agreement, and the Village will not provide any training to the Alternate Municipal Judge beyond that minimal level required for performance of the Services. The Parties acknowledge that the Alternate Municipal Judge may require some assistance or direction from the Village in order for the Services to meet the Village's contractual expectations.

C. Liability for Employment-Related Rights and Compensation. The Village shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to the Alternate Municipal Judge or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Village shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Alternate Municipal Judge including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation, disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions. The following disclosure is provided in accordance with Colorado law:

ALTERNATE MUNICIPAL JUDGE ACKNOWLEDGES THAT ALTERNATE MUNICIPAL JUDGE IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS FROM THE VILLAGE. ALTERNATE MUNICIPAL JUDGE FURTHER ACKNOWLEDGES THAT ALTERNATE MUNICIPAL JUDGE IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. ALTERNATE MUNICIPAL JUDGE ALSO ACKNOWLEDGES THAT ALTERNATE MUNICIPAL JUDGE IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Standard of Performance. In performing the Services, the Alternate Municipal Judge warrants that he shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Alternate Municipal Judge represents to the Village that the Alternate Municipal Judge is properly licensed and/or registered within the State of Colorado for the performance of the Services and that the Alternate Municipal Judge possesses the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement.

E. Licenses and Permits. The Alternate Municipal Judge shall be responsible at his expense for obtaining, and maintaining in a valid and effective status, all

licenses necessary to perform the Services unless specifically stated otherwise in this Agreement.

6. **ARTICLE X, SECTION 20.** The Village is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The appointment and compensation recited in this Agreement do not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and all payment obligations of the Village are conditioned upon the continuing availability of funds beyond the term of the Village's current fiscal period ending upon the next succeeding December 31. Upon the failure to appropriate such funds, the appointment made hereunder shall be terminated.

7. **ENTIRE AGREEMENT.** This Agreement and any Village ordinance or state statute governing the conduct and/or terms of the appointment of Alternate Municipal Judges shall constitute the entire agreement between the Parties and is binding upon and inures to the benefit of the Alternate Municipal Judge's heirs at laws and executors.

8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

9. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by written amendment executed by the Alternate Municipal Judge and the City Council.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado.

11. **NO 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.

12. **NO WAIVER OF GOVERNMENTAL 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 Village, its officials, employees, municipal judges, or agents, or any other person acting on behalf of the Village and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

13. **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.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Village has caused this Agreement to be signed and executed on its behalf by the Mayor and the Alternate Municipal Judge has signed and executed this Agreement as of the day and year below.

DATED THIS _____ DAY OF _____, 2014.

CITY OF CHERRY HILLS VILLAGE:

By: _____
Douglas M. Tisdale, Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk or Deputy City Clerk

City Attorney

ALTERNATE MUNICIPAL JUDGE:

Ford H. Wheatley, IV

Date

Ford H. Wheatley IV

Professional Highlights

Presiding Municipal Judge (18+ years)

- Assisted with the formation of a new court including the adoption of all procedures, forms and scheduling
- Streamlined the functions of existing courts including implementing the decriminalization of traffic infractions and establishing a mail-in, phone-in, internet based payment procedures

Associate Judge

- Worked effectively with the presiding judge to ensure consistency when judging
- Partnered with city and court staffs to research and suggest needed modernizations of court functions

Relief Judge

- Worked closely with regular judge and full-time staff to meet the emergency needs of the courts
- Met frequently with other court officials to provide my insight on effective procedures I used in other courts

Hearing Officer

- Conducted hundreds of quick 20 minute hearings collecting evidence from homeowners and county assessors in each session and rendering a recommendation to Jefferson County Commissioners (sitting as Board of Equalization) ■ 1993-Present

Skills

- Listening carefully
- Communicating effectively
- Applying appropriate law
- Keeping docket moving
- Conducting court firmly
- Treating people with respect
- Considering needs of court staff, team player
- Using sound judgment

Employment History

Presiding Judge	City of Idaho Springs, Idaho Springs, CO	1998-Present
	City of Centennial, Centennial, Colorado (Associate 2003 - June 2006)	7/2006-Present
	Town of Morrison	5/2014-Present
Pres. & Assoc. Judge	City of Glendale, Glendale, Colorado	1992- 2012
Relief Judge	Cities of Boulder, Georgetown & Lochbuie	Various

Education

	University of Michigan Law School,	1979
J.D.	Ann Arbor, Michigan (<i>Cum Laude</i>)	
B.A.	Michigan State University, East Lansing, Michigan (<i>high honors</i> - Communications)	1976

**CHERRY HILLS VILLAGE
COLORADO**

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 7f

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: IGA WITH THE CITY OF ENGLEWOOD FOR FLEET MAINTENANCE AND REPAIR

DATE: MAY 20, 2014

Each year the City contracts with the City of Englewood to perform the necessary maintenance and repairs of the City's fleet; including Police and Public Works vehicles and equipment. This year there has been an increase for the cost of these services. In the past, Englewood has charged \$68.00 per hour for its services and the City has been paying this same rate since 2008. The new rate will be \$72.00 per hour for all work performed by Englewood or a 6% increase. The markup on all parts will remain the same at 30%. The budgeted amount for repairs and maintenance to the City's fleet through this contract is \$107,000.00. This includes \$48,000.00 for Street Division vehicles, \$16,500.00 for Parks Division vehicles and \$42,500.00 for the Police Departments vehicles.

RECOMMENDATION:

Staff recommends the approval of the IGA with the City of Englewood for maintenance and repair of the City's fleet. Englewood's service has always been fast and professional, keeping the City's fleet moving. Staff feels that by utilizing Englewood's Fleet Department the City continues to save considerable money over contracting with a private mechanic or having its own mechanic on staff.

RECOMMENDED MOTION:

"I recommend the approval of the IGA with the City of Englewood for the fiscal year 2014 and authorize the Mayor to sign the contract for services."

ATTACHMENTS:

Exhibit A: IGA Vehicle Maintenance and Repair

CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2014 by and between the City of Englewood, whose address is 1000 Englewood Parkway, Englewood, Colorado 80110 and the City of Cherry Hills Village, whose address is 2450 E. Quincy Ave, Cherry Hills Village, CO 80110.

TERMS OF CONTRACT

NOW THEREFORE, IT IS AGREED by and between the City of Englewood and the City of Cherry Hills Village that:

1. The City of Englewood, Colorado shall perform the following services:

The City of Englewood shall perform all necessary repairs and maintenance on the vehicles owned by the City of Cherry Hills Village to the satisfaction of the City of Cherry Hills, and the City of Cherry Hills shall pay to the City of Englewood for such services the sum of seventy-two dollars (\$72.00) per hour, in addition to the cost to the City of Englewood of any parts or outside vendor charges plus thirty percent (30%) handling fee.

2. The City of Englewood will proceed with the performance of the services called for in Paragraph No. 1 on June 1, 2014 and the Contract shall terminate on May 31, 2015. Three additional one (1) year periods may be negotiated by the City Manager or his designee.
3. Some maintenance of the City of Cherry Hills Village's vehicles shall be performed by the City of Englewood according to a schedule to be made by the City of Cherry Hills Village and approved by the City of Englewood as part of this agreement, and shall include work requested by Cherry Hills Village or work identified by Englewood during inspection of the vehicle.
4. The City of Englewood shall repair any vehicles of the City of Cherry Hills Village delivered to the City of Englewood for that purpose in a good, workmanlike manner.
5. The City of Englewood and the City of Cherry Hills Village agree not to: refuse to hire, discharge, promote, demote or discriminate in any matter of compensation; performance, services or otherwise, against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry.
6. This Contract may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties.
7. The City of Englewood by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Cherry Hills Village.
8. The City of Cherry Hills Village by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Englewood.

9. The City of Englewood shall not assign or transfer its interest in the Contract without the written consent of the City of Cherry Hills Village. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect as to the City of Cherry Hills Village.
10. Neither party shall not assign or transfer its interest in the Contract without the written consent of the other party. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect.
11. The City of Englewood shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of the repairs under the Contract. The City of Englewood shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services related to the Contract.
12. Either party of the Contract may terminate the Contract by giving to the other party 30 days notice in writing with or without good cause shown. Upon delivery of such notice by the City of Cherry Hills Village to the City of Englewood and upon expiration of the 30 day period, the City of Englewood shall discontinue all services in connection with the performance of the Contract. As soon as practicable after receipt of notice of termination, the City of Englewood shall submit a statement, showing in detail the services performed under the Contract to the date of termination. The City of Cherry Hills Village shall then pay the City of Englewood promptly that proportion of the prescribed charges which the services actually performed under the Contract bear to the total services called for under the Contract, less such payments on account of the charges as have been previously made.
13. All notices and communications under the Contract to be mailed or delivered to the City of Englewood shall be to the following address:

Director of Public Works
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

All notices and communications pertaining to the Contract shall be mailed or delivered to the City of Cherry Hills Village at the following address:

Director of Public Works
City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, Colorado 80113

14. The terms and conditions of the Contract shall be binding upon each City, its successors and assigns.
15. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Cherry Hills Village and the City of Englewood.

16. This Contract is to be governed by the laws of the State of Colorado. Venue for any proceeding brought in connection with this Contract shall be in Arapahoe County.
17. This Contract may be executed in counterparts, using manual, electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

ATTEST:

CITY OF ENGLEWOOD

Loucrishia A. Ellis, City Clerk

Randy P. Penn, Mayor

ATTEST:

CITY OF CHERRY HILLS VILLAGE

, City Clerk

, Mayor

**CHERRY HILLS VILLAGE
COLORADO**

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 7f

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: IGA WITH THE CITY OF ENGLEWOOD FOR FLEET MAINTENANCE AND REPAIR

DATE: MAY 20, 2014

Each year the City contracts with the City of Englewood to perform the necessary maintenance and repairs of the City's fleet; including Police and Public Works vehicles and equipment. This year there has been an increase for the cost of these services. In the past, Englewood has charged \$68.00 per hour for its services and the City has been paying this same rate since 2008. The new rate will be \$72.00 per hour for all work performed by Englewood or a 6% increase. The markup on all parts will remain the same at 30%. The budgeted amount for repairs and maintenance to the City's fleet through this contract is \$107,000.00. This includes \$48,000.00 for Street Division vehicles, \$16,500.00 for Parks Division vehicles and \$42,500.00 for the Police Departments vehicles.

RECOMMENDATION:

Staff recommends the approval of the IGA with the City of Englewood for maintenance and repair of the City's fleet. Englewood's service has always been fast and professional, keeping the City's fleet moving. Staff feels that by utilizing Englewood's Fleet Department the City continues to save considerable money over contracting with a private mechanic or having its own mechanic on staff.

RECOMMENDED MOTION:

"I recommend the approval of the IGA with the City of Englewood for the fiscal year 2014 and authorize the Mayor to sign the contract for services."

ATTACHMENTS:

Exhibit A: IGA Vehicle Maintenance and Repair

CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2014 by and between the City of Englewood, whose address is 1000 Englewood Parkway, Englewood, Colorado 80110 and the City of Cherry Hills Village, whose address is 2450 E. Quincy Ave, Cherry Hills Village, CO 80110.

TERMS OF CONTRACT

NOW THEREFORE, IT IS AGREED by and between the City of Englewood and the City of Cherry Hills Village that:

1. The City of Englewood, Colorado shall perform the following services:

The City of Englewood shall perform all necessary repairs and maintenance on the vehicles owned by the City of Cherry Hills Village to the satisfaction of the City of Cherry Hills, and the City of Cherry Hills shall pay to the City of Englewood for such services the sum of seventy-two dollars (\$72.00) per hour, in addition to the cost to the City of Englewood of any parts or outside vendor charges plus thirty percent (30%) handling fee.
2. The City of Englewood will proceed with the performance of the services called for in Paragraph No. 1 on June 1, 2014 and the Contract shall terminate on May 31, 2015. Three additional one (1) year periods may be negotiated by the City Manager or his designee.
3. Some maintenance of the City of Cherry Hills Village's vehicles shall be performed by the City of Englewood according to a schedule to be made by the City of Cherry Hills Village and approved by the City of Englewood as part of this agreement, and shall include work requested by Cherry Hills Village or work identified by Englewood during inspection of the vehicle.
4. The City of Englewood shall repair any vehicles of the City of Cherry Hills Village delivered to the City of Englewood for that purpose in a good, workmanlike manner.
5. The City of Englewood and the City of Cherry Hills Village agree not to: refuse to hire, discharge, promote, demote or discriminate in any matter of compensation; performance, services or otherwise, against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry.
6. This Contract may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties.
7. The City of Englewood by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Cherry Hills Village.
8. The City of Cherry Hills Village by and through its employees and agents shall be considered for all purposes of the Contract, to be independent contractors and not employees of the City of Englewood.

9. The City of Englewood shall not assign or transfer its interest in the Contract without the written consent of the City of Cherry Hills Village. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect as to the City of Cherry Hills Village.
10. Neither party shall not assign or transfer its interest in the Contract without the written consent of the other party. Any unauthorized assignment or transfer shall render the Contract null, void and of no effect.
11. The City of Englewood shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of the repairs under the Contract. The City of Englewood shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services related to the Contract.
12. Either party of the Contract may terminate the Contract by giving to the other party 30 days notice in writing with or without good cause shown. Upon delivery of such notice by the City of Cherry Hills Village to the City of Englewood and upon expiration of the 30 day period, the City of Englewood shall discontinue all services in connection with the performance of the Contract. As soon as practicable after receipt of notice of termination, the City of Englewood shall submit a statement, showing in detail the services performed under the Contract to the date of termination. The City of Cherry Hills Village shall then pay the City of Englewood promptly that proportion of the prescribed charges which the services actually performed under the Contract bear to the total services called for under the Contract, less such payments on account of the charges as have been previously made.
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City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, Colorado 80113

14. The terms and conditions of the Contract shall be binding upon each City, its successors and assigns.
15. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Cherry Hills Village and the City of Englewood.

16. This Contract is to be governed by the laws of the State of Colorado. Venue for any proceeding brought in connection with this Contract shall be in Arapahoe County.
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IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

ATTEST:

CITY OF ENGLEWOOD

Loucrishia A. Ellis, City Clerk

Randy P. Penn, Mayor

ATTEST:

CITY OF CHERRY HILLS VILLAGE

, City Clerk

, Mayor

CHERRY HILLS VILLAGE
COLORADO

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Village Center
Telephone 303-789-2541
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ITEM: 7g

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: CONTRACT FOR SERVICES WITH PLM ASPHALT AND CONCRETE INC.
FOR THE 2014 STREET IMPROVEMENT ASPHALT REPLACEMENT
PROJECT

DATE: MAY 20, 2014

On May 7, 2014 the City accepted bids for the 2014 Street Improvement Program's Asphalt Project. The 2014 Asphalt Project consists of the removal and installation of 777 tons of asphalt. Exhibit A shows the streets that are scheduled for Asphalt replacement in 2014. The Bids were solicited through the Rocky Mountain Online Bid System. The following bids were received:

<u>Company</u>	<u>Bid Amount</u>
PLM Asphalt and Concrete	\$90,603.32
Straight Line	\$104,568.49
Aggregate Industries	\$106,232.20
Martin Marietta	\$123,330.75
Asphalt Specialties	\$132,232.00

PLM Asphalt and Concrete was the low bid for the 2014 project. The City has checked references from past municipalities that have utilized PLM and they have responded in a positive manner to PLM's past work. PLM is a well-established company in the Metro Area, and has worked on other Cherry Hills Village projects in the past as a subcontractor to other paving companies retained by the City.

STAFF RECOMMENDATION

Staff recommends that City Council approve the contract with PLM Asphalt and Concrete in the amount of \$90,603.32 plus a 5% contingency for a total maximum expenditure of \$95,133.48 and authorize the expenditure of funds for this project. \$49,399.32 of the contract is to repave a section of Quincy Avenue that was disturbed due to an Xcel project. The City has retained funds

from Xcel for this project through the permitting process. Therefore, the City will be expending the remaining \$41,204.00 from the capital funds that have been budgeted.

RECOMMENDED MOTION

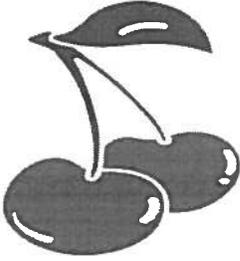
“I move to approve the contract for services with PLM Asphalt and Concrete Inc. in the amount of \$90,603.32 plus a 5% contingency for a total maximum expenditure of \$95,133.48 and authorize the expenditure of these funds.”

ATTACHMENTS

Exhibit A: Map of asphalt project area

Exhibit B: Contract for Services

EXHIBIT B: STANDARD FORM OF CONSTRUCTION CONTRACT



CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2014-003**

**CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:**

**Asphalt milling Petro Mat installation and asphaltic overlay paving at various locations within the
City of Cherry Hills Village**

This Construction Contract (“Contract”), effective this 20th day of May, 2014, is made and entered into by and between PLM Asphalt and Concrete Inc. (hereinafter, “Contractor”), a(n) corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 3313 Moline Street, Aurora, CO 80010 and the **CITY OF CHERRY HILLS VILLAGE** (hereinafter, “City” or “Owner”), a home-rule municipal corporation of the State of Colorado, having an address of 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (collectively, the City and Contractor are referred to herein as the “Parties”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within one hundred and eighty (180) days following the Notice of Award and agrees that the Work will be completed within thirty (30) calendar days of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid, not to exceed ninety thousand six hundred three and 32/100 Dollars (\$90,603.32).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Cherry Hills Village is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Cherry Hills Village and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify

program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids	Other:
Instructions to Bidders	
Bid Bond	
Bid Form	
Notice of Award	
Notice to Proceed	
Construction Contract	
Construction Drawings	
Specifications	
Performance, Payment, Maintenance and Warranty Bond	
General Conditions, including table of contents	
Special Conditions	
Addendum	
Change Orders	
Insurance Certificates	
Tax-Exempt Certificates	

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Ralph Mason
Address: 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113
Telephone: 303-591-4746
Email: rmason@cherryhillsvillage.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Cherry Hills Village.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Arapahoe County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CHERRY HILLS VILLAGE, ATTENTION: RALPLH MASON, PROJECT MANAGER

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

Approval by City Council

Not Required

By: _____
Douglas M. Tisdale, Mayor

Approval by City Manager

Not Required

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

Not Required

City Clerk or Deputy City Clerk

For City Attorney's Office

**DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT:
PUBLIC WORKS DEPARTMENT**

CONTRACTOR: PLM Asphalt and Concrete Inc

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was acknowledged before me this _____ day of _____,
20____, by _____ as _____ of
_____ PLM Asphalt and Concrete Inc.

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

Notary Public
(Required for all contracts pursuant to C.R.S.
§ 8-40-202(2)(b)(IV))

III. FORM OF BID

Bidder: PLM Asphalt & Concrete inc.

City of Cherry Hills Village Project No. 2014-003

This Bid is dated April 9th, 2014

To: The City of Cherry Hills Village, State of Colorado.

BASE BID

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	Total Asphalt Placement	777 Tons		77.79	60,442.83
2	Total Milling	5,777 sq yds		3.37	19,468.49
3	Petro Mat Placement	3,888 sq yds		2.75	10,692.00
4					
5					
6					

Total Base Bid \$ 90,603.32

Bidder must also fill out Contract Section : Summary of Work below

1. E. Quincy Avenue

- a. Petro Mat, estimated 3,888 square yards.
- b. Milling, two (2) inch depth, estimated 3,888 square yards.
- c. Asphalt, two (2) inch overlay, estimated 440 tons

Total \$ 10,692.00
 Total \$ 9,559.49
 Total \$ 29,152.83
 Total \$ 49,399.32

2. E. Grand Avenue

- a. Milling, two (2) inch depth, estimated 866 square yards
- b. Asphalt, two (2) inch depth, estimated 98 tons

Total \$ 4,451.-
 Total \$ 8,890.-
 Total \$ 13,341.-

3. S. Vine Avenue

- a. Milling, two (2) inch depth, estimated 300 square yards
- b. Asphalt, two (2) inch depth, estimated 34 tons

Total \$ 1706.-
 Total \$ 3244.-
 Total \$ 4950.-

4. S. Fairfax Street

- a. Milling, two (2) inch depth, estimated 723 square yards
- b. Asphalt, two (2) inch depth, estimated 82 tons

Total \$ 3757.-
 Total \$ 7463.-
 Total \$ 11,220.-

5 . Parkway Drive

a . Asphalt, five (5) inch depth (compacted to four inches) estimated 123 tons

Total \$ 11,693.-

Total Project Cost, Items 1 – 5

Total \$ 11,693.-

Summary of Work Description:

Total 90,603.32
1-5 N/A

All gravel road preparation for Item # 5 (Parkway Drive) will be performed by the City prior to asphalt installation. Item # 5 location will require a single lane closure of State Highway 285 eastbound (slow lane only). It will be the Contractors responsibility to secure a State Highway Right of Way Permit and provide all necessary traffic control devices, Traffic Control Supervisor (TCS) and State Certified Flaggers. The Contractor will be required to follow all State Permit Guidelines. All areas to be milled will be pre-marked in white spray paint and identified to the Contractor prior to the start of milling operations. All milling will be at a 2" inch depth below center lines and gutter pans. All intersections will be milled to 2" inches below existing grade to ensure proper joint transition of all roads after overlay. Immediately following the milling portion of the project, the City will inspect the edges that have been milled and determine if any additional milling will be required. If full depth failure occurs, before the roto-milling equipment leaves the area the Contractor will need to full depth mill the failed areas up to 4-inches or deeper and provide compacted bottom patching at unit bid prices up to 25 tons. If more than 25 tons of bottom patching is needed a Change Order will be accepted.

The City is Specifying an Asphaltic Mix Design for this project to be a (Grading SX) (75) PG 58 – 28. The City will allow up to a Twenty (20%) RAP in its Mix Design. The Contractor will be required to have all water valves, manhole covers, and any other utility structures in the streets located and adjusted to match the finished elevations (+ 0 inch to – ¼ inch) of the new asphaltic mat constructed. The Contractor is advised that many structures encountered within the City are not standard size. The Contractor should inspect the sites to determine what materials are needed for making these adjustments.

All Petro Mat / Geo-textile installation for Item # 1 (E. Quincy Avenue) will be rolled out on top of a tack coat. Fabric must extend to within six (6) inches of the edge of pavement. Fabric layers must not overlap themselves more than six (6) inches. Any bunching of fabric around curves must be cut and laid flat on pavement surface prior to paving. Truck traffic delivering asphalt to paver must be monitored so as not to pick up fabric or tear fabric ahead of paver.

All work shall be performed between the hours of 7:00 AM and 6:00 PM Monday through Friday. No work will be allowed on Saturday, Sundays, or Holidays unless approved in advance by the City. **There will be a NO WORK timeframe for this Project from August 23, 2014 to September 14, 2014 due to the close proximity of the BMW Golf Tournament at Cherry Hills Country Club. No Exceptions.**

All numbers above are only estimates. It is the bidders responsibility to measure all areas outlined in the bid documents above, Form of Bid, Summary of Work.

The Contractor is responsible for any damages caused to private property while performing any part of this Contract.

The City of Cherry Hills Village reserves the right to Add or Delete locations or portions of this Contract at any time.

Asphalt Cement Cost Adjustment : Check Yes : _____ No: X
(See Exhibit F, Asphalt Cement Cost Adjustments)

IV. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(Complete and submit attached to your bid)

STATE OF Colorado)
) ss.
COUNTY OF Adams)

Allen M. Rees, being first duly sworn, deposes and says that:

- (1) He is the President/Secretary of PLM Asphalt & Concrete inc., the Bidder that has submitted the attached bid (the "Bid");
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Construction Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Construction Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cherry Hills Village or persons interested in the proposed Construction Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:

By: Allen M. Rees

Printed Name: Allen M. Rees

Subscribed and sworn to before me this 7th day of May, 2014, by

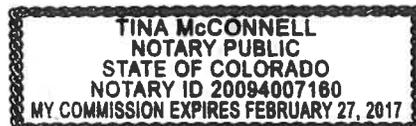
Allen M. Rees, as President/Secretary
(Affiant) (title)
of PLM Asphalt + Concrete, a Corporation, organized
(Bidder) (corporation or partnership)

pursuant to the laws of the State of Colorado.

Tina McConnell

Notary Public

My Commission Expires 2/27/17



V. BIDDER'S CERTIFICATION (Complete and submit attached to your bid)

To: City of Cherry Hills Village, Colorado (hereinafter called "CITY").

From: PLM Asphalt & Concrete inc. (hereinafter "Bidder"),
organized and existing under the laws of the State of Colorado doing business
as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with the City's Invitation for Bids and Instructions to Bidders, hereby proposes to perform all work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to his own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Cherry Hills Village Project No. **2014-003**
Project Description: **Asphalt milling Petro Mat installation and asphaltic overlay paving at various locations within the City of Cherry Hills Village.**

It is understood by the Bidder that should the cost of the Bid exceed budgeted funds, the City reserves the right to reject any or all bids, or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Form of Bid.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

<u>Item No.</u>	<u>Subcontractor</u>	<u>License Number</u>
_____	<u>None</u>	_____
_____	_____	_____
_____	_____	_____

(Add additional names on separate sheet, if necessary.)

In addition, by submission of this Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required surety bond within ten (10) days after the Construction Contract is presented to him for signature.

3. As required by the Instructions to Bidders, attached hereto is the **Non-Collusion Affidavit of Prime Bidder**, submitted as proof that the undersigned has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.

4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that he can qualify in accordance with these Contract Documents with this Bid.

5. To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with an illegal alien and that Bidder will participate in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.

6. Bidder agrees to execute the Construction Contract, including its General Conditions, in the form presented in the Bid Packet.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the City's Contract Administrator to execute the Construction Contract in conformity with his Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond each in an amount not less than the full amount of the attached Bid Form.

The National American Insurance Company, a corporation of the State of Oklahoma, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of _____, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next lowest acceptable bid, should this Bid be accepted and the Construction Contract awarded this Bidder and should he fail to enter into the Construction Contract in the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) days as stipulated.

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

The undersigned Bidder certifies that he and each of his subcontractors possess an adequate supply of workers qualified and equipment satisfactory to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at 3313 Moline St this 7th day of May, 2014.
Awora

Signature of Bidder:

If an Individual: _____

doing business as _____

If a Partnership: _____

by _____, General Partner.

If a Corporation: _____

a _____, Corporation

by [Signature], President.

Attest:

[Signature]
Secretary

[Corporate Seal]

Business Address of Bidder _____

City, State, Zip Code _____

Telephone Number of Bidder _____

Email of Bidder _____



CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 7h

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: CONTRACT FOR SERVICES WITH THOUTT BROTHERS CONCRETE CONTRACTORS INC. FOR THE 2014 STREET IMPROVEMENT CONCRETE REPLACEMENT PROJECT

DATE: MAY 20, 2014

On May 7, 2014 the City accepted bids for the 2014 Street Improvement Program's Concrete Replacement Project. The 2014 Concrete Project consists of the removal and installation of 171 yards of concrete. Exhibit A shows the streets that are scheduled for concrete replacement in 2014. The Bids were solicited through the Rocky Mountain Online Bid System. The following bids were received:

<u>Company</u>	<u>Bid Amount</u>
Thoutt Bros. Concrete	\$62,436.88
Triple M Concrete	\$80,170.00

Thoutt Brothers Concrete was the low bid for the 2014 project. The City has used Thoutt Brothers in the past including the 2011, 2012, and 2013 projects. Thoutt Brothers has produced a good quality product in the past and are familiar with the City's expectations.

STAFF RECOMMENDATION

Staff recommends that City Council approve the contract with Thoutt Brothers Concrete in the amount of \$62,436.88 plus a 5% contingency for a total maximum expenditure of \$65,558.72 and authorize the expenditure of funds for this project.

RECOMMENDED MOTION

"I move to approve the contract for services with Thoutt Brothers Concrete Contractors Inc. in the amount of \$62,436.88 plus a 5% contingency for a total maximum expenditure of \$65,558.72 and authorize the expenditure of these funds."

ATTACHMENTS

Exhibit A: Map of concrete project area
Exhibit B: Contract for Services

Concrete 2014

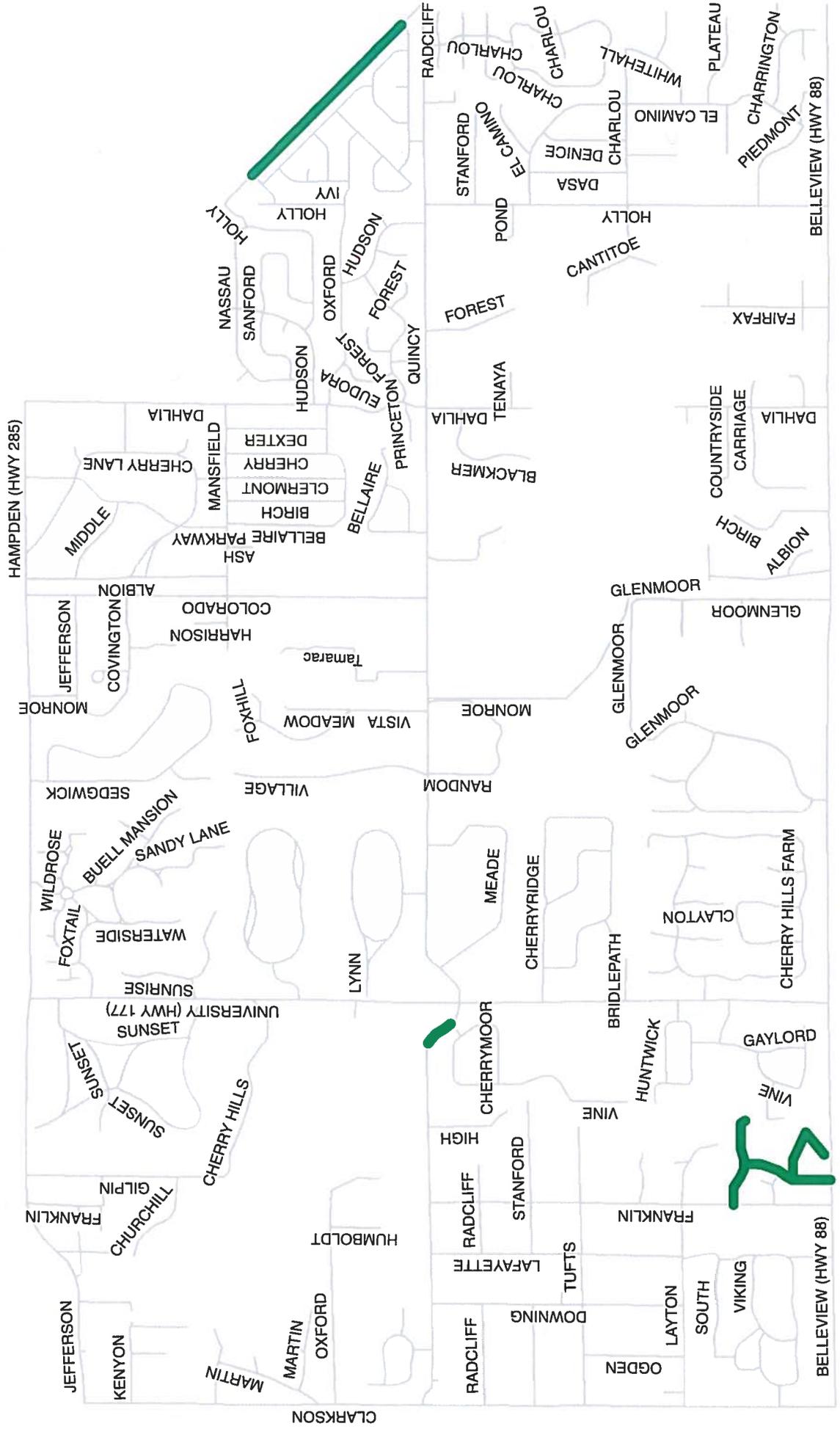
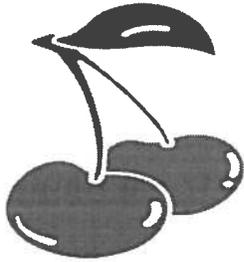


EXHIBIT B: STANDARD FORM OF CONSTRUCTION CONTRACT



CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2014-001**

**CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:**

Repair, Replacement and Construction of concrete curbs, gutters and pans throughout Cherry Hills Village

This Construction Contract (“Contract”), effective this 20th day of May, 2014, is made and entered into by and between Thoutt Brothers Concrete Contractors (hereinafter, “Contractor”), a(n) corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 5460 Tennyson Street, Denver CO 80212 and the **CITY OF CHERRY HILLS VILLAGE** (hereinafter, “City” or “Owner”), a home-rule municipal corporation of the State of Colorado, having an address of 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (collectively, the City and Contractor are referred to herein as the “Parties”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within One hundred eighty (180) days following the Notice of Award and agrees that the Work will be completed within thirty (30) calendar days of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid, not to exceed sixty two thousand four hundred thirty six and 88/100 Dollars (\$62,436.88).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Cherry Hills Village is subject to Article X § 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Cherry Hills Village and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR’S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to

perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids	Other:
Instructions to Bidders	
Bid Bond	
Bid Form	
Notice of Award	
Notice to Proceed	
Construction Contract	
Construction Drawings	
Specifications	
Performance, Payment, Maintenance and Warranty Bond	
General Conditions, including table of contents	
Special Conditions	
Addendum	
Change Orders	
Insurance Certificates	

Tax-Exempt Certificates

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Ralph Mason
Address: 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113
Telephone: 303-591-4746
Email: rmason@cherryhillsvillage.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Cherry Hills Village.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Arapahoe County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CHERRY HILLS VILLAGE, ATTENTION: RALPH MASON, PROJECT MANAGER.

The foregoing Construction Contract was acknowledged before me this _____ day of _____,
20____, by _____ as _____ of
_____ **Thoutt Brothers Concrete.**

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

Notary Public
(Required for all contracts pursuant to C.R.S.
§ 8-40-202(2)(b)(IV))

III. FORM OF BID

Bidder: Thoutt Bros. Concrete Contractors, Inc.

City of Cherry Hills Village Project No. **2014-001**

This Bid is dated May 7th, 2014

To: The City of Cherry Hills Village, State of Colorado.

BASE BID

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	Total Concrete Install	171.5 yards	CY	231.60	39,719.40
2	Total Concrete Tear Out	148.5 yards	CY	118.80	17,641.80
3	Total Asphalt Tear Out	122 tons	TN	34.44	4,201.68
4	Total Soil Removal	23 yards	YD	38.00	874.00

Total Base Bid 62,436.88

Bidder must also fill out Contract Section : Summary of Work below

1. Cherry Vale Drive
 - a. Valley Pan, both sides of street, 4 x 300 feet @ 6 inch depth with residential fiber = 23 yards
Total \$ 8,059.20
 - b. Cross Pan @ T – Intersection of Cherry Vale Dr. and Summit Blvd, 4 x 30 feet @ 8 inch depth with residential fiber (this intersection may be completely closed for construction) = 3 yard
Total \$ 1051.20
2. Summit Boulevard
 - a. Valley Pan, both sides of street, 3 x 500 feet @ 6 inch depth with residential fiber = 37 yards
Total \$ 12,964.80
3. Sterling Avenue
 - a. Valley Pan, both sides of street, 4 x 300 feet @ 6 inch depth with residential fiber = 23 yards
Total \$ 8,059.20
4. Belleview Place
 - a. Valley Pan, both sides of street, 4 x 200 feet @ 6 inch depth with residential fiber = 15 yards
Total \$ 5,256.00
5. Happy Canyon Road
 - a. Curb & Gutter, west side of street, 3 x 800 feet @ 6 inch depth with residential fiber = 45 yards. This location will require a lane shift, lane closures around traffic island areas, flaggers, advanced warning signage and cones, and possible restricted construction hours (9:00 am to 3:00 pm) if school is still in session and rush hour volumes are high. Total \$ 15,768.00
 - b. Valley Pan Curb Cuts, construct three (3), 2 x 10 foot each @ 6 inch depth with residential fiber behind newly constructed curb and gutter = 1.5 yards
Total \$ 525.60
Plan to complete when school is not in session so traffic control is not needed.
6. Quincy Avenue @ Cherrymoor Drive entrance.
 - a. Valley Pan, 4 x 310 feet @ 6 inch depth with residential fiber = 24 yards. This is a new construction on the south side of Quincy Avenue starting at the Cherrymoor Drive T – Intersection

and running west in the open ditch approximately 310 feet. This requires the construction of a small headwall approximately 6' x 6' feet, 6" inches thick, and a small 2 foot wide valley pan, 6 inches thick, with both connecting to the new valley pan. This location will also require a lane closure, flaggers, advanced warning signage and cones, possible de-watering or water diversion, and possible restricted construction hours (9:00 am to 3:00 pm) depending on if school is still in session and rush hour volumes are high.

Total \$ 6,479.40

There will be a NO WORK timeframe for this location from August 23, 2014 to September 14, 2014 due to the close proximity of the BMW Golf Tournament at Cherry Hills Country Club, no exceptions.

Total Concrete Install Items 1 – 6	Estimated 171.5 yards	Total \$ <u>39,719.40</u>
Total Concrete Tear Out Items 1 – 5	Estimated 147.5 yards	Total \$ <u>17,523.00</u>
Total Asphalt Tear Out Items 1 – 5	Estimated at 122 tons (based on length of total concrete tear out x 18 inches of asphalt removal at 6 inches of depth).	Total \$ <u>4,201.68</u>
Total Soil Removal, Item 6	Estimated 23 yards	Total \$ <u>874.00</u>
Project Total		Total \$ <u>62,318.08</u>

The City will provide all asphalt patch back operations and minor landscape repairs. Excessive landscape damage and all irrigation damage to be determined by the City, will be the responsibility of the Contractor for repairs.

Depending on the Bids received and the funding available, the quantities may change from the original Bid estimates.

IV. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(Complete and submit attached to your bid)

STATE OF Colorado)
) ss.
COUNTY OF Adams)

Audrey L. Thoutt, being first duly sworn, deposes and says that:

(1) He is the President of Thoutt Bros. Concrete, the Bidder that has submitted the attached bid (the "Bid");

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Construction Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Construction Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cherry Hills Village or persons interested in the proposed Construction Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:
By: *Audrey L. Thoutt*
Printed Name: Audrey L. Thoutt

Subscribed and sworn to before me this 28th day of April, 2014, by
Audrey L. Thoutt, as President,
(Affiant) (title)
of Thoutt Bros Concrete Contracting Inc., a Colorado Corp., organized
(Bidder) (corporation or partnership)

pursuant to the laws of the State of Colorado.

Janice LaVonne Lawrence
Notary Public
My Commission Expires 4-17-2018

Janice LaVonne Lawrence
Notary Public
State of Colorado
Notary ID 19904003727
My Commission Expires 04/17/2018

V. BIDDER'S CERTIFICATION (Complete and submit attached to your bid)

To: City of Cherry Hills Village, Colorado (hereinafter called "CITY").

From: Thoutt Bros. Concrete Contractors, Inc. (hereinafter "Bidder"),
organized and existing under the laws of the State of Colorado doing business
as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with the City's Invitation for Bids and Instructions to Bidders, hereby proposes to perform all work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to his own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Cherry Hills Village Project No. 2014-001

Project Description: **Repair, replacement and construction of concrete curbs, pans and gutters as listed in the project bid documents.**

It is understood by the Bidder that should the cost of the Bid exceed budgeted funds, the City reserves the right to reject any or all bids, or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Form of Bid.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

<u>Item No.</u>	<u>Subcontractor</u>	<u>License Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add additional names on separate sheet, if necessary.)

In addition, by submission of this Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required surety bond within ten (10) days after the Construction Contract is presented to him for signature.

3. As required by the Instructions to Bidders, attached hereto is the **Non-Collusion Affidavit of Prime Bidder**, submitted as proof that the undersigned has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.

4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that he can qualify in accordance with these Contract Documents with this Bid.

5. To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with an illegal alien and that Bidder will participate in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.

6. Bidder agrees to execute the Construction Contract, including its General Conditions, in the form presented in the Bid Packet.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the City's Contract Administrator to execute the Construction Contract in conformity with his Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond each in an amount not less than the full amount of the attached Bid Form.

The Berkley Insurance Company, a corporation of the State of Delaware, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of 10% of Bid, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next lowest acceptable bid, should this Bid be accepted and the Construction Contract awarded this Bidder and should he fail to enter into the Construction Contract in the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) days as stipulated.

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

The undersigned Bidder certifies that he and each of his subcontractors possess an adequate supply of workers qualified and equipment satisfactory to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at 4:00 p.m. this 28 day of April, 2014.

Signature of Bidder:

If an Individual: _____

doing business as _____

If a Partnership: _____

by _____, General Partner.

If a Corporation: Thoutt Bros. Concrete Contractors Inc.

a Colorado, Corporation

by Donald Thoutt, President.

Attest:

Secretary

[Corporate Seal]

Business Address of Bidder 5460 Tennyson St.

City, State, Zip Code Denver, Colorado 80212

Telephone Number of Bidder 303-458-1298

Email of Bidder donald@thouttbrosinc.com

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2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 10b

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT A. ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: REQUEST BY THE WESTERN GOLF ASSOCIATION FOR A MAJOR EVENT PERMIT TO HOST THE 2014 BMW GOLF CHAMPIONSHIP AT CHERRY HILLS COUNTRY CLUB FROM SEPTEMBER 1 THROUGH 7, 2014; A FLOODPLAIN DEVELOPMENT PERMIT PURSUANT TO ARTICLE XVII OF THE MUNICIPAL CODE TO INSTALL TEMPORARY STRUCTURES IN THE FLOODPLAIN ASSOCIATED WITH THE MAJOR EVENT; AND APPROVAL OF TEMPORARY WIRELESS COMMUNICATION FACILITIES PURSUANT TO SECTION 16-16-130 OF THE MUNICIPAL CODE FOR TELEVISION BROADCASTS ASSOCIATED WITH THE MAJOR EVENT (PUBLIC HEARING)

DATE: MAY 6, 2014

ISSUE:

Should the City Council approve the Major Event Permit for the 2014 BMW Golf Championship, to be held September 1 through 7, 2014 at Cherry Hills Country Club; a Floodplain Development Permit to install temporary structures in the floodplain associated with the Major Event; and Temporary Wireless Communication Facility approval for television broadcasts associated with the Major Event?

BACKGROUND:

The Western Golf Association requests review of a Major Event Permit to host the 2014 BMW Championship at Cherry Hills Country Club from September 1 through 7, 2014 (see Exhibit A for application materials). The BMW Championship is a PGA Tour event with an expected attendance of up to 27,000 per day on the busiest days. Staging for the event is expected to start June 1st with initial deliveries and equipment to off-site staging areas. From June 1st through August 31st, construction and staging on the golf course will take place. This will include construction and placement of multi-story temporary structures, grandstands, fencing, and installation of various support equipment.

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The following is the anticipated schedule and attendance during the tournament week:

- Mon., September 1: Evans Scholar Cup (No Public Attendance)
- Tue., September 2: Practice Rounds (Estimated Attendance of 11,000)
- Wed., September 3: Pro-Am Tournament (Estimated Attendance of 13,000)
- Thur.-Sun., September 4-7: Tournament Rounds 1-4 (Estimated Attendance of 25,000 to 27,000)

Teardown of the event is proposed to last from September 8th through October 12th. A detailed list of the construction and staging timeline and teardown of the event is included in the application material.

Several properties in and out of the Village are proposed to be utilized as *support service sites* for the event. Descriptions and site plans for each support service site are included in the application materials. The following is a summary of each site:

Support Service Sites in Cherry Hills Village

- Johnson Property (private vacant lot located at northwest corner of S. University Boulevard and E. Quincy Avenue intersection): The north side of the property is proposed for use as a Golf Channel/NBC television compound. The south side of the property is proposed as a volunteer shuttle drop off and staging area. To the west of the volunteer shuttle drop off is an area proposed as part of the general public access area around the 18th tee box.
- Ogden Street Property (vacant lot owned by Country Club southwest of E. Kenyon Avenue and S. Ogden Street intersection): This lot is proposed for storage and staging of equipment.
- Kent Denver School: During the week of the tournament, an undeveloped parcel on the campus is proposed to be used to provide 1,400 parking spaces for use by Country Club members and employees, media, vendors and WGA directors. On the weekend, when school is not in session, an additional 1,500 parking spaces are proposed for use by PGA tour VIPs, hospitality pass holders, and sponsoring manufacturers.
- Denver First Church: During the week of the tournament it is proposed that 950 parking spaces be provided on the church lots for PGA tour VIPs, hospitality pass holders, and sponsoring manufacturers. During the weekend, these lots will not be available, and this parking demand will be transferred to the Kent Denver lots.
- 3600 S. Clarkson (Old St. George's Church/Dragons Den property southeast of the S. Clarkson Street and E. Hampden Avenue intersection): This lot will be used for material storage and construction staging.

Support Service Sites Outside of Cherry Hills Village

- Peoria/E-470 Parking: This is the main public parking lot proposed for the tournament and consists of several undeveloped parcels near the E-470 and Peoria Street intersection. Part of the land is owned by Shea Properties and another part is owned by Highfield Business Park, LLC (Bradburry Property). The total parking area is 107 acres and is proposed to accommodate 9,000 parking spaces.
- Koelbel Property: This is a vacant lot located near the RTD Arapahoe Station park-n-ride that is proposed to provide 1,300 parking spaces for volunteers.

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- Denver Water Property at Happy Canyon: This property is proposed to provide 2,000 parking spaces for BMW car owners.
- Mountain View Property (Northwest of E. Belleview Avenue and S. Quebec Street near Belleview Light Rail Station): This property is proposed to provide overflow parking spaces for BMW car owners.
- Belleview Light Rail Station: The Belleview Light Rail Station will be the designated light rail stop for the tournament and will have private shuttle buses taking spectators to the event.

The majority of parking for the event will take place off-site and those in attendance will be dropped off at several designated drop-off sites at or near the Country Club. Approximately 14,800 parking spaces are proposed for the event. Detailed descriptions and maps of the shuttle routes are included in the Traffic and Parking Management Plan included in the application. The following is a summary of each shuttle route:

- From the Peoria/E-470 parking area, full size buses with a typical 60-passenger capacity will shuttle the general public to the event. University Boulevard will be temporarily restriped for the event to shift through lanes to the east and a bus drop-off area will be created on the west side of the right of way. The buses will travel along I-25, E. Hampden Avenue, S. University Boulevard, and E. Belleview Avenue. 9,000 parking spaces will be provided at this lot.
- From the Belleview Light Rail Station, minibuses with a typical 32-passenger capacity will shuttle the general public to the event. The buses will travel along E. Belleview Avenue and S. University Boulevard and the drop-off area will be the lower Country Club parking lot north of the tennis courts.
- From the Denver Water Property, minibuses will shuttle BMW owners to the event. The buses will travel along Happy Canyon Road, E. Hampden Avenue, Gilpin Street and Cherry Hills Drive, dropping off attendees on the north side of the golf course along Cherry Hills Drive. 1,500 parking spaces will be provided at this lot.
- From the Churches at S. Colorado Boulevard and E. Hampden Avenue, minibuses will shuttle PGA VIP, hospitality pass holders, manufacturers and handicapped attendees to the event. The buses will travel along E. Hampden Boulevard and South University and the drop-off area will be the lower Country Club parking lot north of the tennis courts. 1,350 parking spaces will be provided from these lots.
- From Kent Denver, minibuses will shuttle Country Club members, media, Country Club employees, vendors and WGA directors to the event. In addition, on the weekend, when the Church lots are not available, minibuses will shuttle PGA VIP, hospitality pass holders, manufacturers and handicapped attendees to the event. The buses will travel along E. Quincy Avenue and South University Boulevard and the drop-off area will be the lower Country Club parking lot north of the tennis courts. 1,500 parking spaces will be provided on the weekdays and an additional 1,400 parking spaces will be provided on the weekend.
- From the Keolbel Property, minibuses will shuttle volunteers to the event. The buses will travel along Yosemite Steet, DTC Boulevard, E. Belleview Avenue, S. University Boulevard and E. Quincy Avenue and the drop-off area will be on the Howard Johnson property. 1,300 parking spaces will be provided.
- 190 parking spaces are provided at the Country Club for players, the tournament Executive Committee, caddies and PGA VIP.

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In addition to the Major Event Permit, the following associated requests are being made:

Driving Range Fence

The applicant requests approval to install a temporary 30-foot extension of the 60-foot tall driving range fence along S. University Boulevard. The extension is needed to protect traffic along S. University Boulevard during the event, as the existing fence height is not adequate for professional golfers.

Floodplain Development Permit

Several of the temporary structures are located in the regulated floodplain. Therefore, a floodplain development permit pursuant to Section 16-17-60 is being considered in conjunction with the Major Event Permit request.

Wireless Facilities Approval

The television broadcasting equipment proposed for the event falls under the Village's definition of Wireless Communication Facility. Therefore, a conditional use permit pursuant to Section 16-16-130 is being considered in conjunction with the Major Event Permit request.

Request for Reimbursement of Fees and Expenses

The applicant has requested that the City use a portion of the tax revenues from the event to offset some of the costs of the tournament, including the City's administrative review fees for processing the Major Event Permit, police and fire services, no-parking sign rental expenses, and the restriping of University Boulevard. According to the applicant, this will maximize the amount of tournament revenues that will go the beneficiary of the tournament, the Evans Scholars Foundation.

PUBLIC NOTICE AND COMMENT:

Notice requirements for public hearings are outlined in Municipal Code Subsection 16-2-40(c). A minimum of 15 days prior to the original April 8, 2014 hearing date, the applicant was required to mail notice of the hearing to all adjacent property owners by certified mail with return receipt requested and post a public notice sign on the property facing South University Boulevard. Notice was also published in the April 17, 2014 edition of The Villager newspaper and was posted on the Village Center notice board and Village web site. All notice requirements have been met.

Public Comment:

Staff has not received any public comments prior to the packets being distributed.

REVIEW PROCEDURES AND REQUIREMENTS:

Major Event Permit

The requirements and procedures for Major Event Permits are outlined in Article XXI of the City's Zoning Ordinance. A Major Event is defined as "any organized assemblage of more than two thousand (2,000) people during any one (1) day for the purpose of participation, attendance and observation of a nationally or regionally advertised or televised sporting, recreation, entertainment, conference, seminar or other similar event or activity."

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The first step in the review process is a Preliminary Application Review by the Planning and Zoning Commission. This review took place on February 26, 2013 (see Exhibit B for minutes). At the Preliminary Application Review, the Commission is to determine if the proposal is generally consistent with the City's requirements for major events and the City Code. The Commission may recommend or suggest changes to the application at this time. These comments are intended to be advisory in nature and shall not be deemed binding decisions by the City regarding the applicant's preparation of the Final Application.

The Final Application submittal requirements are contained in Municipal Code Section 16-21-60 and the standards for approval are contained in Municipal Code Section 16-21-100. Following review and recommendation by the Planning and Zoning Commission, the City Council is to review the proposal at a public hearing to determine whether the application meets the requirements of the Zoning Ordinance based on the application and evidence and testimony presented at the public hearing. The Council may approve, approve with conditions, deny the application, or table the matter to a date certain pending the provision of further information.

Floodplain Development Permit

The requirements and procedures for floodplain development permits are contained in Municipal Code Section 16-17-50 and 16-17-60. These procedures provide minimum standards for construction within a floodplain. Several temporary structures are proposed to be located in the floodplain, as shown on the floodplain map included in the application materials.

Wireless Communication Facility Conditional Use Permit

The requirements and procedures for wireless communication facilities are contained in Municipal Code Section 16-16-130. A modified set of review criteria for television broadcast facilities are provided, and include Subsections 16-16-130(c)(1, 11, 15, and 16).

PLANNING AND ZONING COMMISSION REVIEW:

After holding a public hearing on April 22, 2014 to review the application, the Planning and Zoning Commission voted four in favor of a motion to recommend approval with the following conditions:

1. Prior to the City Council hearing, the application shall be amended to include a taxi and personal vehicle drop off location within close proximity to the main public entrance to the event. This shall include written authorization from the property owner of the drop off site and amendments to the signage plan for adequate directional signage.
Condition Not Met – The applicant has provided a plan that includes a taxi and private vehicle drop off area at the St. Mary's south parking lot. Signage directing this traffic to the lot from the event will be provided. In order to decrease the amount of traffic around the event, a second personal drop off site at Belleview Station will be publically promoted. From Belleview Station patrons would take the same shuttles designated for light rail users to the event. This criterion is not met because written authorization from St. Mary's has not yet been provided.
2. Prior to the City Council hearing, signed letters of authorization shall be submitted for all proposed support service sites. (Currently, outstanding support service sites without written authorization include: 3600 S. Clarkson Street; Hackstock Property; St. Mary's Academy; First Plymouth Church; Highline Community Church; Cherry Hills Drive Owners)
Condition Not Met – The applicant has not yet provided written authorization from 3600 S. Clarkson Street; St. Mary's Academy or Cherry Hills Drive owners. The applicant has indicated that they have

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adequate parking at Denver First Church and may not obtain agreements with First Plymouth Church and Highline Community Church.

3. Prior to the City Council hearing, the electrical generator dB level description in the application documents shall be updated to reflect the information in the spec sheets and include the following statement: “Electrical generators shall comply with the maximum noise levels in compliance with Municipal Code Section 7-1-30(4). Any generator found by the City to not be in compliance with this Code Section shall be immediately relocated or shielded so that it is in full compliance with the maximum noise levels.”

Condition Met – The applicant has amended the utility plans to provide the requested note.

4. Prior to the City Council hearing, the evacuation plan will be amended to state that the Police or Fire Chief, in consultation with the PGA TOUR, shall have the authority to suspend play and call for an evacuation if deemed necessary to protect public health, safety and welfare.

Condition Met – The applicant has amended the Evacuation Plan to include the requested amendment.

5. Prior to the City Council Hearing, the Traffic and Parking Analysis shall be amended and additional information supporting the Traffic and Parking Analysis, shall be provided to address the following items:
 - a. The traffic and parking analysis should be amended to include the number of shuttle buses provided for each parking area. Although the passenger capacity needed for each parking area is provided, the actual number of buses provided is needed in order to demonstrate that the calculated capacity can be accommodated.
 - b. The traffic and parking analysis should be amended to show a 20-foot cone spacing for the bus drop off area on southbound University Boulevard so that personal vehicles are less likely to pull into the drop off area. This was amended in the text of the document but needs to be amended in the exhibits as well.
 - c. The traffic and parking analysis should be amended to include the information that will be distributed to ticket holders related to parking options and should incorporate clear information on alternative transportation options, such as maps and directions to light rail and other public transit near the event, and include the statement “No Parking is Available at or Near the Event.”
 - d. The traffic and parking analysis should be amended to include additional information and analysis on the pedestrian queuing and staging areas at the bus loading area along University Boulevard for peak times to ensure adequate capacity.
 - e. The traffic and parking analysis should be amended to evaluate the use of an all-red traffic light signal phase, with eastbound right turn movement out of the Country Club restricted on red, in order to ensure adequate gaps in traffic for the buses to exit.
 - f. Due to the high probability of attendees seeking parking close to the event staff finds that enforceable no parking zones need to be established throughout surrounding neighborhoods that are within walking distance of the event. The traffic and parking analysis should be amended to include a specific plan for the number of signs, location and spacing, and a timeline for when the signs will be installed and removed. Staff has also requested verification that the event organizers have contracted with a sign company to provide the signage outlined in the final plan as part of the Major Event Permit.
 - g. In order to ensure prompt response to parking violations, staff finds that an on-call tow truck should be provided. The event permit should be amended to reflect that a tow

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truck service will be provided by the applicant for the duration of the event with a company mutually agreed upon by the applicant and Police Department.

- h. The E-470/Peoria parking area is located in Douglas County. Staff has requested that written confirmation from Douglas County be provided indicating that they have reviewed and approved of the parking plan within their jurisdiction.
- i. The shuttle loading area for BMW owners is proposed north of the club along Cherry Hills Drive. Cherry Hills Drive is also designated for deliveries and access to the golf course for caddy parking on the par three course. Cherry Hills Drive is a private road located on a tract owned jointly by all property owners in the subdivision. Use of the road will require written authorization of all owners of the subdivision, which has not yet been provided. Staff recommends a condition of approval that this written authorization be provided.

Conditions Met – All items have been addressed by revisions to the Traffic and Parking Analysis.

- 6. Prior to the City Council hearing, the signage plan shall be amended to include the following:
 - a. In coordination with CDOT, placement of variable message boards placed along S. University Boulevard prior to the event and the restriping of S. University Boulevard to warn drivers of the anticipated disruptions.
 - b. Directional signage for the as yet to be determined private vehicle and taxi loading area.
 - c. Neighborhood no parking signs, as discussed in more detail under the Parking and Traffic Analysis section.

Conditions Met – All requested revisions have been addressed in the Traffic and Parking Analysis and St. Mary's Academy Site Plan.

- 7. Prior to the City Council hearing, the applicant shall provide a complete floodplain analysis in conformance with the City's Floodplain Management Regulations found in Municipal Code Sections 16-17-50, 16-17-60 and 16-17-70.

Condition Not Met – A floodplain analysis has not been provided. Because the Floodplain Development Permit is a separate public hearing review item, staff will request a continuance of the public hearing so that the required documentation can be provided for staff and public review prior to any final determination is made.

- 8. Prior to the City Council hearing, the Johnson Property site plan shall be amended to show minimum setbacks for the television compound broadcast equipment equal to those for accessory structures in the R-3 Zone District (50' front and 25' side and rear setbacks). Other support buildings and equipment may encroach into these setbacks.

Condition Met – Minimum setbacks have been added from the north and east property boundaries. To the west is the golf course property and to the south will be other portions of the Johnson property used for volunteer shuttle drop off and staging. Although setbacks aren't provided to the west and south, there are no adjacent residential properties or rights of way on these sides the property that may be impacted.

- 9. Prior to the City Council hearing, the applicant shall post signage on all support sites, and provide a definitive plan as to how each support site will be used.

Condition Met – Signs have been posted and mailings sent to the specified property owners. Site plans and descriptions of use for these lots are included in the application materials.

- 10. Prior to the City Council hearing, the applicant shall include a statement of indemnification to the City in the agreement between the City and the Western Golf Association.

Condition Met – This is included Section H of the draft agreement.

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STAFF ANALYSIS:

The following are staff's findings and analysis for each of the submittal requirements and review criteria for the Major Event Permit, Floodplain Development Permit and Wireless Communication Facility.

Major Event Permit Submittal Requirements

Sec. 16-21-60(1): *A letter requesting approval of a major event permit and describing fully the proposed major event, including but not limited to dates and hours of event operation (including dates of setup and post-event activities), estimated number of participants and attendees for all event dates, and the specific use and location of all property upon which the major event will be conducted and upon which all supporting services will be provided.*

Complete – A request letter from the Western Golf Association and details on the dates, hours of event operation, attendance and descriptions and general site plans of all properties to be used for and in support of the event are provided.

Sec. 16-21-60(2): *Payment of the application fee of three hundred dollars (\$300.00).*

Complete – All application fees have been paid.

Sec. 16-21-60(3): *Letters of authorization from the owner of the property upon which the major event will be conducted and from the record owner of all property upon which supporting services will be provided.*

Incomplete – Letters of authorization for the 3600 S. Clarkson Street, St. Mary's Academy, and Cherry Hills Drive homeowners have not been provided. Cherry Hills Drive, which is a private road that is proposed for use as a one-way shuttle route and drop-off location, is located on a tract of land jointly owned by all property owners in the subdivision. There is no central HOA to provide authorization. For this reason, staff has requested that all ten homeowners along the drive provide written authorization.

Sec. 16-21-60(4): *A site plan of the property upon which the major event will be conducted and site plans for all supporting service sites. All site plans shall be an original drawing in black ink on twenty-four-inch-by-thirty-six-inch media and contain the following information:*

- a. Major event name, date of the drawing, scale and north arrow;*
- b. All proposed ingress and egress points, curb cuts and driveway locations and dimensions;*
- c. Temporary buildings, structures and shelters;*
- d. Traffic patterns, directions and widths on all interior roads and on the adjacent street network, and proposed routes of unimpeded access and circulation for emergency vehicles;*
- e. Pedestrian circulation patterns, existing and proposed sidewalks and paths, seating and grandstand areas and areas of proposed attendee assembly;*
- f. Parking locations, including number and dimensions of parking spaces, handicapped parking and types of parking surface;*
- g. Sources of public and private utility services, including any additional temporary services;*
- h. Temporary fencing and barricades;*
- i. Temporary signage;*
- j. Additional lighting; and*

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k. Additional information and site plan data deemed relevant to the applicant or requested by the City as necessary to show the scope and impact of the major event and use of all properties.

Complete – require and requested site plans have been provided.

Sec. 16-21-60(5): *The following studies and reports shall be prepared and submitted to the City with the application:*

a. Traffic study and management plan conforming to the requirements of Article XVI of this Chapter, including a City-wide evaluation of projected vehicle travel patterns and volumes generated by the major event, proposed routes of traffic, street closures, proposed new traffic signage and signalization, proposed modification of existing traffic signage and signalization, and proposed number and locations of personnel to assist in traffic management.

b. Parking report, including estimates and projections of demand by vehicle types and sizes, duration of parking, and number and locations of personnel to assist in parking management.

Complete – A combined traffic and parking analysis is provided. The majority of public attendees will be directed to park at lots near E-470 and Peoria Street. The round-trip travel time noted in the traffic analysis for bussing spectators from this site is 45-60 minutes. Staff is concerned that the remote parking location, having only one location south of the metro-area, and the long travel time will create a demand for those attending the event to seek parking in or around the City. Traffic issues will be further compounded by traffic for St. Mary's Academy, Kent Denver School and Cherry Hills Village Elementary, which will all be in session during the week of the event. Due to the limited parking options around the event site, staff has encouraged the applicant to consider promoting public transit to the greatest extent possible.

A final no parking signage plan is provided in the analysis and includes installation 41 neighborhood entry signs that will be provided and installed by the event organizers stating "No Parking on City Streets – Violators Will be Towed." In addition, there will be 270 regulatory "No-Parking Any Time" signs that will be installed by a sign company on designated City streets surrounding the venue and 200 additional signs that will be held in reserve that may be posted in areas where parking issues may arise.

Staff has hired a Professional Traffic Operations Engineer to assist the City in analyzing and reviewing the proposal. Numerous recommendations and considerations were provided to the applicant on the traffic and parking requirements as part of the review. Staff finds that, considering the constraints of the site, adequate provisions have been provided for traffic and parking.

c. Signage plan describing and illustrating the size, location, type and material of all signs.

Complete – A signage plan has been provided and includes details on informational and directional signage for the event. In addition, the Traffic and Parking Management Plan includes a detailed no parking signage plan.

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d. Lighting plan, including location, type and height of lighting devices that are proposed in addition to existing lighting sources.

Complete – Temporary lighting will be placed in several locations, including the Kent Denver parking area, on the driving range at the Country Club, and on the Howard Johnson property. Lights are proposed to be limited to 12 feet in height. Lighting for the Kent Denver Parking area will be utilized from sunrise to 6:30 a.m. only. Lighting on the driving range is proposed for Wednesday morning only to set up for the Pro-Am Tournament. Lighting for the Howard Johnson property is proposed to be used from 9 p.m. to 11 p.m. and sunrise to 6:30 a.m. each day. Staff recommends that the lights be oriented and operated in compliance with Municipal Code Section 16-16-20 regulating parking lot lighting, including requirements that the light source not be visible from adjacent property boundaries and the light level not exceed 0.2 foot candles at any adjoining residential property line.

e. Security plan, including proposed staffing needs, duties, location, hours and source of personnel (private company and/or City police). Where the application proposes the use of officers of the Police Department, the application shall include a proposal conforming to the requirements of the City's policy for use of extra duty officers and the applicant shall contact the Chief of Police regarding officer availability.

Complete – The applicant has worked with the Police Department on a detailed security plan. In addition to private security on the golf course provided by the event organizers, the City Police personal will provide staffing and extra-duty assistance from surrounding jurisdictions to provide security and traffic control for the event.

f. Sanitation plan, including number and location of trash receptacles, dumpsters and portable toilets. Such plan shall include an estimate of the number of necessary portable toilets based upon professional standards used for the type of major event proposed. The plan shall also include a proposed schedule for trash pickup and toilet servicing during the event and identify the company or companies proposed to provide such service.

Complete – Staff finds that the sanitation plan provided with the application complies with minimum requirements providing information on the number and location of dumpsters, portable toilets and restroom trailers and will conduct daily cleanings and post event cleanup for the event.

g. Emergency medical and ambulance service plan, including the number of personnel, equipment, locations and hours and type of on-site service during the major event. The plan shall also identify the anticipated emergency routing of an ambulance from the major event to the nearest or appropriate hospital(s) or medical center(s).

Complete – Staff finds that the Emergency Medical and Ambulance Service Plan provided complies with minimum requirements. South Metro Fire Rescue Authority will provide emergency medical services along a private service provider, Carepoint Medical. Doctors, nurses, paramedics and other support medical staff will be on duty each day of the event from 6:00 am to 8:00 pm. A medical trailer and first aid location at the golf course Half Way House will be provided. A course evacuation plan is also provided and is being coordinated with South Metro Fire Rescue Authority and the Police Department.

h. Amplified sound plan, including a description of sources, placement, volumes, times, duration and dates of amplified sound.

No amplified sound is being proposed.

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Major Event Permit Review Criteria

Sec. 16-21-100(1): The proposed event is a major event within the meaning of Sections 16-21-20 and 16-21-30 of this Article;

Complies – The BMW Championship is a national televised event with attendance of over 2,000 per day and is being conducted at a private club as defined by Municipal Code Section 16-1-10.

Sec. 16-21-100(2): The major event will provide one (1) or more significant and important public benefits to the City;

Complies – The major event will provide tax revenue to the City through merchandise sales tax and excise tax for admissions to the event. This tax revenue is currently estimated at around \$450,000. The BMW Championship is also considered a prestigious professional golf tournament providing notoriety to the Country Club and City.

Sec. 16-21-100(3): The major event is appropriately sized in relationship to the site and, together with any proposed support services, can be conducted in an organized and efficient manner;

Complies – The event is being capped at an attendance of 27,000 to ensure that the Country Club facilities and support services are adequate to ensure that the event can be conducted in an organized and efficient manner. Staff finds that adequate support service sites for parking and event staging are provided.

Sec. 16-21-100(4): The major event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic;

Complies – The applicant has provided a traffic analysis that evaluates traffic operations during the event. Staff finds that the event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic.

Sec. 16-21-100(5): The major event will provide sufficient parking in terms of parking spaces and areas to accommodate parking demand;

Complies – A total of 14,800 parking spaces are proposed for the event along with a designated light rail and personal vehicle drop off shuttle area. The parking and other transportation options will need to accommodate attendance of up to 27,000. Staff finds that, as long as bus and shuttle capacity is provided to match the required capacity outlined in the Traffic and Parking Analysis, the traffic and parking plan is acceptable.

Sec. 16-21-100(6): The major event will be conducted in a manner that eliminates, mitigates or reasonably controls adverse impacts upon adjacent properties and upon the public generally; and
Outstanding Item – Staff finds that the plans and analysis provided by the application demonstrates adequate mitigation for possible adverse impacts to the event, including restrictions on lighting, noise from electrical generators and parking controls. However, staff will need to verify that the temporary structures proposed in the floodplain are in compliance with the City Code prior to making a final recommendation on this finding.

CHERRY HILLS VILLAGE
COLORADO

Sec. 16-21-100(7): *The major event will not unreasonably impair the public health, safety or welfare.*
Outstanding Item – Staff will need to verify that the temporary structures proposed in the floodplain are in compliance with the City Code prior to making a final recommendation on this finding.

Floodplain Development Permit Submittal Requirements

Documentation for a floodplain development permit must include the following minimum submittal requirements.

Sec. 16-17-50(a)(1): *Elevation in relation to mean sea level of the lowest floor (including basement) of all structures.*

Sec. 16-17-50(a)(2): *Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.*

Sec. 16-17-50(a)(3): *Elevation in relation to mean sea level to which any structure has been floodproofed.*

Sec. 16-17-50(a)(4): *Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Subsection 16-17-70(b)(2) below.*

Incomplete – A floodplain analysis was requested by staff after the initial application review in August of last year. However, the requested analysis has not been provided. The floodplain analysis will need to address off-site impacts to the floodplain and information on floodproofing the structures located in the floodplain. It is noted in the application binder that the organizers have contracted with an engineering firm to conduct the analysis. Staff does not believe that a conditional recommendation of approval on this item would be appropriate as the Floodplain Development Permit is a separate public hearing item.

Floodplain Development Permit Review Criteria

The floodplain analysis will need to be provided prior to staff providing analysis and finding on the review criteria.

Sec. 16-17-60(a)(1) *The danger that materials may be swept onto other lands to the injury of others.*

Sec. 16-17-60(a)(2) *The danger to life and property due to flooding or erosion damage.*

Sec. 16-17-60(a)(3) *The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.*

Sec. 16-17-60(a)(4) *The importance of the services provided by the proposed facility to the community.*

Sec. 16-17-60(a)(5) *The necessity to the facility of a waterfront location, where applicable.*

Sec. 16-17-60(a)(6) *The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.*

Sec. 16-17-60(a)(7) *The compatibility of the proposed use with existing and anticipated development.*

Sec. 16-17-60(a)(8) *The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.*

Sec. 16-17-60(a)(9) *The safety of access to the property in times of flood for ordinary and emergency vehicles.*

Sec. 16-17-60(a)(10) *The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.*

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COLORADO

Sec. 16-17-60(a)(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.

Sec. 16-17-60(d)(2) Authorization shall not be issued within the one-hundred-year floodplain if any increase in flood levels during the base flood discharge would result.

Sec. 16-17-60(d)(3) Authorizations shall be issued only upon a determination that the same is the minimum necessary, considering the flood hazard, to afford relief.

Sec. 16-17-60(d)(4) Authorizations shall only be issued upon:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the authorization would result in exceptional hardship to the applicant; and

c. A determination that the granting of an authorization will not result in increased floodway elevations, additional threats to public safety or extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

Wireless Communication Facility Review Criteria

Television broadcast equipment is categorized as a wireless communication facility under the Municipal Code. Special review criteria are designated for such facilities associated with a Major Event Permit, and include the following:

Sec. 16-16-130(c)(1) Applications must contain an applicant's name, address, general contact telephone number and an emergency number where a representative of the applicant can be contacted twenty-four (24) hours per day, seven (7) days per week. Should any information represented on the application change, the applicant must contact the City in writing and provide the updated information.

Sec. 16-16-130(c)(11) No portion of any antenna array may extend beyond the property line.

Sec. 16-16-130(c)(15) The wireless communication facilities shall be designed, maintained and operated as required by applicable FCC licenses and regulations.

Sec. 16-16-130(c)(16) All wireless communication facilities shall comply with the setbacks within the zone district applicable to accessory structures or a setback equal to the height of the facilities as measured from the natural grade to the highest point of the wireless communication facility, whichever is greater, unless physical characteristics of the property and the facility allow for placement of the facility pursuant to Paragraph (c)(6) above. On land where the setback is measured from a property line that is not adjacent to residentially zoned property, the setback shall be the setback required for an accessory structure in that zone district.

Complies – The television broadcast equipment proposed for the event will be located on the north side of the Howard Johnson property and will be operated by NBC and The Golf Channel. The television compound is bordered by a residential lot to the north, the golf course to the west, South University Boulevard to the east and the south side of the Howard Johnson Property will be used for shuttle drop off for volunteers. The applicant has provided a minimum setback of 65' for the television compound from the north property boundary and 50' from the east property boundary bordering S. University Boulevard. To the west of the compound is the golf course and to the south is the volunteer staging and shuttle area.

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Major Event Agreement

A Major Event Agreement will be required to reflect any terms and conditions imposed by the City to guarantee that the major event is conducted in accordance with the permit. The applicant has provided a draft agreement in the application binder. Subsequent to being provided this version, the applicant and staff met to discuss revisions to the agreement. Based on these discussions, staff has attached an amended agreement as Exhibit D. The applicant was not able to review these latest revisions prior to this packet being delivered.

Request for Reimbursement of Fees and Expenses

The applicant has requested that the City use a portion of the tax revenues from the event to offset certain tournament costs, including the City's administrative review fees for processing the Major Event Permit, police and fire services, no-parking sign rental expenses, and the restriping of University Boulevard. The estimated tax revenue from both sales and excise tax from admissions to the event is estimated at \$450,000. Municipal Code Section 16-21-70 allows for reimbursement of the City's review fees for processing the Major Event Permit (e.g. City Attorney, City Engineer and other consultant fees), but does not include any other provisions for reimbursement. For past major events at the Country Club, City services in support of the event have been reimbursed by the event organizers. Staff recommends that these services again be reimbursed with the current application in order to mitigate the impact to City staffing and budgets and to provide a public benefit to the City from the event.

RECOMMENDATION:

Because the required floodplain analysis has not been provided, staff recommends that the hearing and review be continued to the Council's next meet on May 20, 2014. This will provide the applicant additional time to submit the floodplain analysis and address the remaining items on the application: Outstanding items include the following:

- Final authorization letters from St. Mary's Academy, 3600 S. Clarkson and the Cherry Hills Drive homeowners.
- A floodplain analysis meeting the City Floodplain Management Regulation requirements for the placement of temporary structures in the floodplain.
- Final draft of the Major Event Development Agreement that has been reviewed by both staff and the applicant.

RECOMMENDED MOTION:

"I move to continue the request by the Western Golf Association for Major Event Permit to host the 2014 BMW Championship at Cherry Hills Country Club, and the associated requests for a floodplain development permit and wireless communications facility approval, to the May 20, 2014 City Council meeting at 6:30 p.m."

ATTACHMENTS:

Exhibit A: Application Materials

Exhibit B: February 26, 2013 Planning and Zoning Commission Minutes

Exhibit C: April 22, 2014 Draft Planning and Zoning Commission Minutes

Exhibit D: Draft Major Event Development Agreement

CHERRY HILLS VILLAGE
COLORADO

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RECORD OF PROCEEDINGS

Minutes of the
Planning and Zoning Commission of the City of Cherry Hills Village, Colorado
Held on Tuesday, February 26, 2013 at 6:30 p.m.
At the Village Center

CALL TO ORDER

Vice Chair Savoie called the meeting to order at 6:33 p.m.

ROLL CALL

Present at the meeting were the following Planning and Zoning Commissioners: Vice Chair Savoie, Commissioner Al Blum, Commissioner Joe Poche, Commissioner Jim Rubin, Commissioner Steve Szymanski and Commissioner David Wyman.

Present at the meeting were the following staff members: Robert Zuccaro, Community Development Director; Linda Michow, Deputy City Attorney; Troy Carmann, City Engineer; and Emily Kropf, Community Development Clerk.

Absent was Chair Laura Christman.

APPROVAL OF MINUTES

Commissioner Szymanski made a motion, which was seconded by Commissioner Blum, to accept the January 8, 2013 minutes as written. The motion passed unanimously.

Commissioner Szymanski made a motion, which was seconded by Commissioner Wyman, to accept the January 22, 2013 minutes as written. The motion passed unanimously.

AGENDA ITEMS***Preliminary Application Review for Major Event Permit – 2014 BMW Golf Championship at Cherry Hills Country Club***

Mr. Zuccaro stated that staff is presenting a preliminary application review for a Major Event Permit for the 2014 BMW Golf Championship at Cherry Hills Country Club by the Western Golf Association. The preliminary review allows the Commission to make recommendations to the applicant prior to submittal of the final application. For the preliminary review, the applicant submitted a letter of intent, identification of support service sites and a preliminary site plan and traffic and parking management plans. The event is scheduled to take place September 1, 2014 through September 7, 2014. Several schools in the area will be in session during that time, including Cherry Hills Village Elementary School, St. Mary's Academy and Kent Denver. The proposed event could impact school traffic.

Mr. Zuccaro continued that the final application will provide additional materials, including a detailed site plan, an amplified sound plan, provisions for sanitation, emergency operations and finalized traffic and parking management plans. Staff will coordinate with the City's Police Department, as well as South Metro Fire Rescue, the Colorado Department of Transportation and other surrounding jurisdictions when the final application is submitted. The Commission will review the final application and then make a recommendation to City Council, which will be followed by a public hearing and a final review by City Council. The final review must take place at least 6 months prior to the event.

Commissioner Wyman asked what the attendance was for the 2012 U.S. Amateur Golf Championship.

Mr. Zuccaro replied that attendance varied from 3,000 to 5,000 individuals throughout the event. He added that the expected attendance for the proposed event is a much higher magnitude.

Mr. Chris Manley, member of the Executive Committee of the 2014 BMW Golf Championship, thanked the Commissioners for their consideration of the application. He continued that 70 of the best golfers in the world will be attending the event, which occurs the week following Labor Day in 2014. The schedule for the event includes practice runs will occur on Tuesday and Wednesday and tournament play will take place from Thursday through Sunday.

Mr. Manley continued that tickets have been limited to 27,000 for spectators, which offers a smaller gallery on Sunday than during the 2005 U.S. Women's Open, which varied from 31,000 to 33,000 spectators. Parking in the City has been limited to Kent Denver and Denver First Church of the Nazarene. Parking for the general public will be primarily located at the Pepsi Center. The television compound is proposed to be located at the Howard Johnson Property at the northwest corner of S. University Boulevard and E. Quincy Avenue.

Mr. Doug Habgood, Championship Manager of the Bruno Event Team, stated that his client is the Western Golf Association. Mr. Habgood continued that all proceeds from the event will go to the Evans Scholars Foundation. The program awards full tuition and housing college scholarships to caddies based on academic excellence, outstanding character, proven leadership and financial need.

Mr. Bob Felsburg, Principal of Felsburg Holt and Ullevig, said that he helped prepare traffic plans for both the 2005 U.S. Women's Open and the 2012 U.S. Amateur Golf Championship. He has provided a preliminary traffic and parking plan for the proposed event. Information about the types of users attending the event and the magnitude of the event was provided by the organizers of the 2012 BMW Golf Championship, which helped to create projections for the event. The projected daily attendance includes patrons, volunteers, staff, vendors, media, officials, players and guests. Attendance is expected to be lower at the beginning of the week and gradually increase through the end of the week.

Mr. Felsburg continued that 1,100 parking spaces at Denver First Church of the Nazarene will be reserved for select and handicapped individuals. 313 parking spaces at Cherry Hills Country Club will be reserved for Professional Golf Association officials, media, Western Golf Association staff, members of the Executive Committee, players, caddies and family members. 1,400 parking spaces at Kent Denver will be reserved for volunteers, Cherry Hills Country Club members and employees and vendors. Parking for the general public will be located at the Pepsi Center.

Mr. Felsburg said that shuttles will pick up individuals from the designated parking areas and drop them off at the event. The shuttles will enter the Country Club and circulate through the lower parking lot. There will be traffic control officers at the main entrance to help direct shuttles and control the traffic signal. There will also be directional signage located throughout the City, as well as neighborhood signage discouraging parking on streets.

Mr. Felsburg added that the applicant is proposing a temporary easement on City property to relocate an existing trail to avoid a pedestrian bottleneck on the golf course near the seventeenth green. The applicant plans to create a temporary pathway on the City's bike trail along E. Quincy Avenue. The path will be relocated using fences, safety barricades

and a temporary concrete barrier. The relocated trail should not impact the width of the roadway.

Commissioner Poche asked why the main entrance is not located at the back of the Country Club.

Mr. Manley responded that Englewood High School is located near the back of the property.

Commissioner Poche said that Cherry Hills Elementary School is located near the front of the property.

Mr. Manley replied that the applicant will look further into an alternative entrance.

Vice Chair Savoie asked how parking will be provided at Kent Denver when school is in session.

Mr. Manley said that parking will be provided on the back field.

Mr. Felsburg added that this same area was used last year during the 2012 U.S. Amateur Golf Championship.

Commissioner Blum asked if Monroe Lane will be used to access the parking area.

Commissioner Wyman stated that Monroe Lane is a private road and separated from Kent Denver by a fence. It is also an unpaved road, which could be messy and may also not meet safety requirements in regards to access.

Vice Chair Savoie suggested that the applicant limit parking during school hours.

Mr. Manley replied that the applicant will try to avoid peak hours.

Commissioner Wyman said that there are not 1,100 parking spaces located at Denver First Church of the Nazarene.

Vice Chair Savoie responded that other churches in the area are providing additional spaces.

Commissioner Wyman asked how individuals will be able to parking at the church during service on Sunday.

Mr. Manley replied that parking will be available at Kent Denver on Sunday.

Commissioner Wyman suggested that the applicant direct individuals using the Light Rail to the Santa Fe station as it is only 2.75 miles from the Country Club.

Mr. Manley stated that he believes that most individuals using the Light Rail will come from the south and use the Belleview station. There will also be some parking provided at the Mountain View Golf Course.

Commissioner Wyman asked what portion of the patrons will go to the Pepsi Center.

Mr. Felsburg responded that a large portion will go to the Pepsi Center.

Vice Chair Savoie asked what facility was used previously.

Mr. Manley said that the University of Denver provided parking for the general public during the previous event, but school will be in session during the proposed event.

Vice Chair Savoie replied that school will not be in session during the weekend.

Commissioner Wyman asked if the applicant has considered the number of shuttles that will be required to transport individuals.

Mr. Felsburg responded yes. He added that he will provide an estimate of the number of shuttles needed.

Commissioner Poche asked if it would be more efficient to have buses enter from only one direction on S. University Boulevard.

Mr. Felsburg said that the suggestion can be considered.

Commissioner Blum asked how shuttles will be directed to the Country Club from the Belleview station.

Mr. Felsburg replied that the shuttles could use E. Hampden Avenue or S. Happy Canyon Drive.

Commissioner Rubin stated that the academic year at the University of Denver does not start until Monday, September 8, 2014.

Mr. Manley said that the Pepsi Center is not the applicant's first choice, and he will look into the possibility of parking at the University of Denver.

Commissioner Szymanski stated that there is considerable traffic on E. Quincy Avenue during the morning as a result of Kent Denver during the morning and Cherry Hills Village Elementary School during the afternoon. He suggested that the applicant plan for traffic control with officers.

Vice Chair Savoie asked if there will be a pro-am event in conjunction with the tournament.

Mr. Manley replied that the pro-am event is scheduled for Wednesday.

Vice Chair Savoie asked that the applicant address noise from the television compound before the final application review. He asked if there will be a secondary access for pedestrians at E. Quincy Avenue and S. University Boulevard.

Mr. Manley said no. He added that parking is not proposed at St. Mary's Academy.

Vice Chair Savoie asked if there will be bike racks.

Mr. Manley replied yes. He added that they are proposed to be located on the tennis courts at the Country Club.

Vice Chair Savoie asked if there should be a crossing on the seventeenth hole rather than relocating the path.

Mr. Manley said that the applicant would like to make the transition as transparent as possible so spectators do not know that they are leaving the property.

Commissioner Poche asked if individuals riding bikes are going to be directed to the roadway.

Mr. Manley said no. He added that there will be a designated area on the path for bikes.

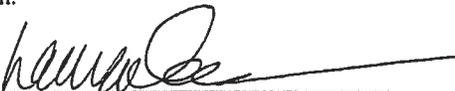
Vice Chair Savoie concluded the preliminary review.

Study Session: Exterior Lighting Code

A study session was held on the City's exterior lighting standards.

ADJOURNMENT

The meeting was adjourned at 8:11 p.m.



Laura Christman, Chair



Emily Kropf, Community Development Clerk

---DRAFT---

Minutes of the
Planning and Zoning Commission of the City of Cherry Hills Village, Colorado
Held on Tuesday, April 22, 2014 at 6:30 p.m.
At the Village Center

CALL TO ORDER

Chair Christman called the meeting to order at 6:31 p.m.

ROLL CALL

Present at the meeting were the following Planning and Zoning Commissioners: Chair Laura Christman, Commissioner Al Blum, Commissioner Jim Rubin, and Commissioner Kassie Jensen.

Present at the meeting were the following staff members: Robert Zuccaro, Community Development Director; Marcus McAskin, Deputy City Attorney; Troy Carmann, City Engineer; Commander Patrick Weathers, Commander of Cherry Hills Village Police Department; and Cesarina Dancy, Community Development Clerk.

Absent from the meeting were Vice Chair Peter Savoie, Commissioner Steve Szymanski and Commissioner David Wyman.

APPROVAL OF MINUTES

Commissioner Blum made a motion, which was seconded by Commissioner Rubin, to accept the February 25, 2014 minutes as written. The motion passed unanimously.

AGENDA ITEMS

Agenda Item 4.a. Request by the Western Golf Association for a Major Event Permit to Host the 2014 BMW Golf Championship at Cherry Hills Country Club from September 1st through the 7th, 2014; a Floodplain Development Permit Associated with the Major Event Permit; and a Wireless Communications Facility Approval for Television Broadcasts Associated with the Major Event Permit

Mr. Zuccaro stated that the Western Golf Association is requesting review of a Major Event Permit to host the 2014 BMW Championship at Cherry Hills Country Club from September 1st through the 7th of this year. Mr. Zuccaro continued by explaining the purpose and intent of the Major Event permitting process and the review criteria.

Mr. Zuccaro outlined the process for review of a Major Event Permit. The first stage in the process is the Preliminary Application Review, which was completed by the Planning and Zoning Commission on February 26, 2013. The next step is the Final Application Review, which

Planning and Zoning Commission Meeting

April 22, 2014

is what is being presented to the Commission currently. The commission may recommend approval, approval with conditions or denial of the request to the City Council or continue the hearing if additional information is needed. The City Council will then review the proposal to make a final determination.

Mr. Zuccaro noted that the applicant is proposing to begin staging for the event starting June 1st. He noted that despite several outstanding items on the application, which are noted in staff's recommended conditions, staff is recommending that the Commission consider making a recommendation on the application this evening, with staff's conditions and any other conditions the Commission deems necessary, so that the application can be reviewed by the City Council in May prior to the June 1st start date.

Mr. Zuccaro continued by reviewing the anticipated schedule for the tournament, including: pre-tournament staging to take place June 1 through August 31; the tournament week of September 1 through September 7, during which attendance is anticipated to range from 11,000 to 27,000 of the busiest days of Thursday through Sunday; and post-tournament breakdown September 8 through October 12.

Mr. Zuccaro gave a summary of the properties in and out of the City that are proposed to be used as support service sites. He continued by highlighting the parking sites, bus and shuttle circulation routes and drop-off sites and reviewed how different attendees would access the golf course for the tournament. Mr. Zuccaro indicated that the main parking area proposed for the event is located at Peoria and E-470 and that this site will include 9,000 parking spaces to accommodate the majority of public attending the event and the applicant has been working with CDOT on plans to temporarily restripe University Avenue in order to create a bus drop-off lane for the busses shuttling attendees from this location. Mr. Zuccaro stated that other support service sites to be used for storage of materials and equipment, construction staging and temporary office trailers were discussed.

Mr. Zuccaro stated that the use of Cherry Hills Drive as a drop-off location and shuttle route is an area of concern for staff as this is a private road which is jointly owned by the property owners in the subdivision. He stated that the City would prefer that no residential streets be used if at all possible. He continued that the applicant needs to provide written authorization from the homeowners on Cherry Hills Drive. He continued that this is a narrow road and the City has concerns about the potential impact this would have on the residents and the possible damage to the roadway. Mr. Zuccaro further stated that the proposed route would continue onto Gilpin Street, which is also a residential street and will be chip sealed this summer, and staff was concerned with the negative impact to property owners along Gilpin and possible damage to the road.

Mr. Zuccaro outlined the submittal requirements for the Major Event Permit. He noted that among the submittal requirements was a traffic and parking analysis and that the City had hired an independent Professional Traffic Operations Engineer to assist in reviewing the proposal. He noted that the consultant, Mr. Curtis Row, with Kimley Horn and Associates, was present to

answer any questions. He noted that traffic and parking were of particular concern to staff as far as possible impacts to the community, especially considering how remote and inconvenient the public parking is, which could result in many attendees attempting to find close-in parking in City neighborhoods. Mr. Zuccaro stated that staff has asked the applicant to consider public transit options for the event to greatest extent possible to help reduce the parking and traffic impacts. Mr. Zuccaro stated that staff was also concerned that a private vehicle and taxi drop-off location wasn't identified, as there would likely be a high demand for this due to the lack of parking near the event. He continued that the applicant has indicated they are working with St. Mary's on a possible location, but written authorization has not been provided and staff is concerned that school will be in session during the event.

Mr. Zuccaro stated that the Police Department has been working with the event organizers on security and traffic control for the event and Police Commander Patrick Weathers was present to answer any questions. Mr. Zuccaro also noted that South Metro Fire Rescue Authority has been working with the event organizers and staff on emergency medical planning and that a private medical group would also provide services for the event.

Mr. Zuccaro reviewed associated requests by the applicant and displayed diagrams indicating the location of each of the following items which are in addition to the Major Event Permit:

- An increase in the height of the existing driving range fence from 60' to 90' in height in order to accommodate professional golfers.
- A Floodplain Development Permit that would allow temporary structures to be constructed in the floodplain.
- A Wireless Communication Facility to accommodate the television broadcast equipment.

Mr. Zuccaro noted that the City's Floodplain Development Permit requirements include the submittal of documentation related to floodproofing structures in the floodplain to make sure that they are safe an analysis of the impact of those structures on flood elevations on up and down stream properties. Mr. Zuccaro stated that the applicants have not yet provided the required analysis so staff has not been able to make any findings on this portion of the request. Mr. Zuccaro continued that the City Engineer, Mr. Troy Carmann with Icon Engineering, is present to answer any questions.

Mr. Zuccaro stated that the Wireless Communication Facility proposed on the Howard Johnson property has met all criteria with the exception of providing confirmation of setbacks on the property. He continued that the City needs confirmation that the broadcasting equipment meets the accessory structure setbacks for the zone district, which are the minimum needed to meet the permit requirements.

Mr. Zuccaro stated that there is a time constraint related to this request, as the permit needs approval by City Council before staging is set to begin June 1, 2014. He continued that Staff has

identified a list of conditions that should be satisfied before the request moves to City Council. He continued that Staff will work closely with the applicant to confirm the conditions are met.

Mr. Zuccaro reviewed each condition, which included the following:

1. Prior to the City Council hearing, the application shall be amended to include a taxi and personal vehicle drop off location within close proximity to the main public entrance to the event. This shall include written authorization from the property owner of the drop off site and amendments to the signage plan for adequate directional signage.
2. Prior to the City Council hearing, signed letters of authorization shall be submitted for all proposed support service sites. (Currently, outstanding support service sites without written authorization include: 3600 S. Clarkson Street; Hackstock Property; St. Mary's Academy; First Plymouth Church; Highline Community Church; Cherry Hills Park Owners)
3. Prior to the City Council hearing, the electrical generator dB level description in the application documents shall be updated to reflect the information in the spec sheets and include the following statement: "Electrical generators shall comply with the maximum noise levels in compliance with Municipal Code Section 7-1-30(4). Any generator found by the City to not be in compliance with this Code Section shall be immediately relocated or shielded so that it is in full compliance with the maximum noise levels."
4. Prior to the City Council hearing, the evacuation plan will be amended to state that the Police or Fire Chief, in consultation with the PGA TOUR, shall have the authority to suspend play and call for an evacuation if deemed necessary to protect public health, safety and welfare.
5. Prior to the City Council Hearing, the Traffic and Parking Analysis shall be amended and additional information supporting the Traffic and Parking Analysis shall be provided to address the following items:
 - a. The traffic and parking analysis should be amended to include the number of shuttle buses provided for each parking area. Although the passenger capacity needed for each parking area is provided, the actual number of buses provided is needed in order to demonstrate that the calculated capacity can be accommodated.
 - b. The traffic and parking analysis should be amended to show a 20-foot cone spacing for the bus drop off area on southbound University Boulevard so that personal vehicles are less likely to pull into the drop off area. This was amended in the text of the document but needs to be amended in the exhibits as well.
 - c. The traffic and parking analysis should be amended to include the information that will be distributed to ticket holders related to parking options and should incorporate clear information on alternative transportation options, such as maps and directions to light rail and other public transit near the event, and include the statement "No Parking is Available at or Near the Event."
 - d. The traffic and parking analysis should be amended to include additional information and analysis on the pedestrian queuing and staging areas at the bus loading area along University Boulevard for peak times to ensure adequate capacity.

- e. The traffic and parking analysis should be amended to evaluate the use of an all-red traffic light signal phase, with eastbound right turn movement out of the Country Club restricted on red, in order to ensure adequate gaps in traffic for the buses to exit.
 - f. Due to the high probability of attendees seeking parking close to the event, staff finds that enforceable no parking zones need to be established throughout surrounding neighborhoods that are within walking distance of the event. The traffic and parking analysis should be amended to include a specific plan for the number of signs, location and spacing, and a timeline for when the signs will be installed and removed. Staff has also requested verification that the event organizers have contracted with a sign company to provide the signage outlined in the final plan as part of the Major Event Permit.
 - g. In order to ensure prompt response to parking violations, staff finds that an on-call tow truck should be provided. The event permit should be amended to reflect that a tow truck service will be provided by the applicant for the duration of the event with a company mutually agreed upon by the applicant and Police Department.
 - h. The E-470/Peoria parking area is located in Douglas County. Staff has requested that written confirmation from Douglas County be provided indicating that they have reviewed and approved of the parking plan within their jurisdiction.
 - i. The shuttle loading area for BMW owners is proposed north of the club along Cherry Hills Drive. Cherry Hills Drive is also designated for deliveries and access to the golf course for caddy parking on the par three course. Cherry Hills Drive is a private road located on a tract owned jointly by all property owners in the subdivision. Use of the road will require written authorization of all owners of the subdivision, which has not yet been provided. Staff recommends as a condition of approval that this written authorization be provided.
6. Prior to the City Council hearing, the signage plan shall be amended to include the following:
 - a. In coordination with CDOT, placement of variable message boards placed along S. University Boulevard prior to the event and the restriping of S. University Boulevard to warn drivers of the anticipated disruptions.
 - b. Directional signage for the as yet to be determined private vehicle and taxi loading area.
 - c. Neighborhood no parking signs, as discussed in more detail under the Parking and Traffic Analysis section.
 7. Prior to the City Council hearing, the applicant shall provide a complete floodplain analysis in conformance with the City's Floodplain Management Regulations found in Municipal Code Sections 16-17-50, 16-17-60 and 16-17-70.
 8. Prior to the City Council hearing, the Johnson Property site plan shall be amended to show minimum setbacks for the television compound broadcast equipment equal to those for accessory structures in the R-3 Zone District (50' front and 25' side and rear setbacks). Other support buildings and equipment may encroach into these setbacks.

Commissioner Blum asked what was the protocol for reimbursement of fees and expenses as requested by the applicant.

Mr. Zuccaro replied that all applicants pay review fees as part of the application process, including those for subdivisions, variances and any City Development application. He stated that Major Event Permits are unique in that the City Council can authorize reimbursement of the permit review fees from the admissions excise tax revenues that the City collects for the event. He continued that the applicant has requested that the City consider using the excise tax revenue to also pay for additional event expenses such as police overtime pay related to the event, restriping of University Boulevard and no-parking sign rental expenses. He stated that historically applicants have paid for any police overtime and other expenses incurred by the City.

Mr. Zuccaro stated that the tournament will have a significant impact on the city and city resources and the excise tax is the only source of revenue. Mr. Zuccaro noted that Cherry Hills Village is unique in that there are no hotels and limited restaurants within the city boundaries and that other Cities hosting similar event would gain tax revenue from those sources.

Commissioner Rubin asked if traffic would be monitored along the major intersections located on Quincy Avenue, University Boulevard and Hampden Avenue. He continued that he is concerned with traffic backing up into neighborhoods.

Mr. Zuccaro replied that the applicant's traffic engineer was present and that he could answer that question in more detail.

Chair Christman asked about any potential conflicts with school drop off and pick up times.

Mr. Zuccaro stated that the question could also be deferred to the applicant.

Chair Christman asked if the church parcel proposed for staging at Clarkson and Hampden was zoned R-1.

Mr. Zuccaro replied that it is zoned R-3.

Chair Christman stated that staging is not part of residential used. She asked if any notices had been posted regarding the use planned on the property.

Mr. Zuccaro replied that the only notices posted were adjacent to the Cherry Hills Country Club.

Chair Christman asked if staging is allowed in residential districts.

Mr. Zuccaro replied that the Major Event Permit allows for property to be used for staging with the written consent of the property owner.

Chair Christman asked what the staging would consist of.

Mr. Zuccaro replied that he understood the property at Clarkson and Hampden was to be used for staging the contrition of temporary structures for the tournaments and that the applicant would need to clarify more specifically how the property would be used.

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Chair Christman asked between what hours the staging would be allowed to take place.

Mr. Zuccaro replied that normal construction hours in the City would apply.

Commissioner Blum asked were any fall sports taking place at Kent Denver considered.

Mr. Zuccaro stated that the applicant has received a written authorization from Kent Denver but was not aware of the discussions with Kent.

Chair Christman asked if the structures in the floodplain were temporary in nature and would the floodplain be returned to its original state once they were removed.

Mr. Zuccaro stated that they are waiting for the floodplain report but it is his understanding that everything will be returned to its original state.

Chair Christman asked what type of impact the floodplain has on the St. George's property.

Mr. Zuccaro replied that only portions of the property are in the floodplain but any use of the property in the floodplain will need to be considered in the floodplain report.

Commissioner Blum asked if approval for floodplain development will need to be reviewed by FEMA.

Mr. Zuccaro replied that FEMA does not need to review this type of permit. He noted that the City also has provided the application to Urban Drainage and Flood Control District and they did not voice any objections as long as the City permitting procedures were followed.

Chair Christman asked what a reasonable walking distance to the event is.

Mr. Zuccaro replied that generally speaking $\frac{1}{4}$ to $\frac{1}{2}$ mile is considered walking distance to a transit oriented development. The distance from St. Mary's to Cherry Hills Country Club is .7 miles, but attendees would likely be willing to walk farther to the event.

Chair Christman stated that she feels patrons would try to find parking closer and walk two miles or further since the main parking area is located so far away.

Chris Manley, stated his is the representative for the applicant and a member of the Country Club, thanked Mr. Zuccaro for all of his assistance with their application. He stated that the BMW golf tournament is the second oldest tournament in the United States and benefits the Evans Scholarship Fund, which has over 10,000 alumni.

Mr. Manley stated that the potential economic impact to the city is \$400,000 based on anticipated tax revenues, and the economic impact to the Denver area is between 35-50 million dollars.

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Mr. Manley stated that he would like to address some of the conditions mentioned in the Staff report. He continued that St. Mary's Academy would be used for drop off for licensed operators only, such as taxis and limousines, and that private vehicles would be directed to Belleview Station to catch the shuttles designated for light rail users.

Commissioner Blum asked if the ADA requirements for parking had been met.

Mr. Manley replied that the church location was the designated handicapped parking location.

Mr. Manley stated that reimbursement of permit fees and additional police department costs would be greatly appreciated.

Mr. Manley displayed a diagram of Cherry Hills Drive. He stated that the committee has met with four of the eight property owners and all four are in support of the traffic plan. He continued that there might not be enough time to get consent from the other homeowners and asked if the City would accept less than 100% authorization from the owners.

Chair Christman stated that Cherry Hills Drive is a private drive not designed for heavy traffic, and that the homeowners maintain their own road.

Mr. Manley replied that the applicant would cover any restoration costs to the road that were necessary after the event.

Chair Christman asked if the City could authorize use of the private road for this type of event.

Mr. Zuccaro replied that it is an unusual circumstance as many private roads are owned or controlled by their HOA but this road is jointly owned by property owners in the subdivision.

Mr. Manley stated that all structures proposed in the floodplain are temporary in nature.

Mr. Manley stated that the sports events at Kent Denver have been coordinated around the event.

Chair Christman asked about possible interference with school drop off and pick up times.

Mr. Manley replied that the first tee time is at 11:15 am and that most patrons would arrive no earlier than 10:00 am. He continued that the last tee time is at 6:00 pm, and most patrons would stay towards the end of play as it tended to be the better players at those times.

Chair Christman asked if there was an emergency situation, which would be the final authority.

Commander Weathers of the Cherry Hills Village Police Department replied that in case of inclement weather a consensus would need to be reached between the event staff and Chief of Police and Fire Chief. He continued that in the event of an evacuation situation due to an emergency such as a terrorist event the Chief of Police would have the final say.

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Commissioner Blum stated that Cherry Hills Drive is private property and that some homeowners may not consent.

Commissioner Rubin stated that it is the applicant's responsibility to make contact with all property owners and show the City evidence of contact.

Mr. Manley replied that information was sent out to all homeowners and the applicant will try again to obtain consent.

Chair Christman asked would there be legal issues with the use of the private road if any homeowners do not give consent.

Deputy Attorney McAskin replied that he believes in the 1940s and 1950s that there was limited public access established on a small portion of the road, but the remainder of the road does not have public access and is privately owned. He stated that a takings claim was unlikely due to the temporary nature of the use of the road. He continued that legal concerns about maintenance issues could be handled in the development agreement.

Chair Christman asked if the agreement would include indemnification for the City.

Deputy Attorney McAskin replied that the agreement is currently being drafted.

Commissioner Jensen asked if there was some type of emergency access easement over the road.

Mr. Zuccaro stated that indemnification for the City could be added as a Commission recommended condition if inclusion of this in the agreement wasn't currently clear. He continued that the road is unique in that it has no access easements that he is aware of.

Chair Christman stated that the City should not impact private property rights. She continued that she has concerns regarding the neighbors near the St. George's property.

Mr. Zuccaro replied that notices can be posted on all the service sites before the City Council hearing.

Commissioner Rubin stated that it is important to know how these residential sites will be used. He continued that they should be used for as short a time as possible, and the City should be informed of what types of operations and equipment will be on the sites.

Commissioner Blum moved to approve the Major Event Permit requested by the Western Golf Association to host the 2014 BMW Championship at Cherry Hills Country Club, and the associated requests for a floodplain development permit and wireless communications facility approval, with approved with the following conditions:

1. Prior to the City Council hearing, the application shall be amended to include a taxi and personal vehicle drop off location within close proximity to the main public entrance to

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- the event. This shall include written authorization from the property owner of the drop off site and amendments to the signage plan for adequate directional signage.
2. Prior to the City Council hearing, signed letters of authorization shall be submitted for all proposed support service sites. (Currently, outstanding support service sites without written authorization include: 3600 S. Clarkson Street; Hackstock Property; St. Mary's Academy; First Plymouth Church; Highline Community Church; Cherry Hills Park Owners)
 3. Prior to the City Council hearing, the electrical generator dB level description in the application documents shall be updated to reflect the information in the spec sheets and include the following statement: "Electrical generators shall comply with the maximum noise levels in compliance with Municipal Code Section 7-1-30(4). Any generator found by the City to not be in compliance with this Code Section shall be immediately relocated or shielded so that it is in full compliance with the maximum noise levels."
 4. Prior to the City Council hearing, the evacuation plan will be amended to state that the Police or Fire Chief, in consultation with the PGA TOUR, shall have the authority to suspend play and call for an evacuation if deemed necessary to protect public health, safety and welfare.
 5. Prior to the City Council Hearing, the Traffic and Parking Analysis shall be amended and additional information supporting the Traffic and Parking Analysis, shall be provided to address the following items:
 - a. The traffic and parking analysis should be amended to include the number of shuttle buses provided for each parking area. Although the passenger capacity needed for each parking area is provided, the actual number of buses provided is needed in order to demonstrate that the calculated capacity can be accommodated.
 - b. The traffic and parking analysis should be amended to show a 20-foot cone spacing for the bus drop off area on southbound University Boulevard so that personal vehicles are less likely to pull into the drop off area. This was amended in the text of the document but needs to be amended in the exhibits as well.
 - c. The traffic and parking analysis should be amended to include the information that will be distributed to ticket holders related to parking options and should incorporate clear information on alternative transportation options, such as maps and directions to light rail and other public transit near the event, and include the statement "No Parking is Available at or Near the Event."
 - d. The traffic and parking analysis should be amended to include additional information and analysis on the pedestrian queuing and staging areas at the bus loading area along University Boulevard for peak times to ensure adequate capacity.
 - e. The traffic and parking analysis should be amended to evaluate the use of an all-red traffic light signal phase, with eastbound right turn movement out of the Country Club restricted on red, in order to ensure adequate gaps in traffic for the buses to exit.
 - f. Due to the high probability of attendees seeking parking close to the event staff finds that enforceable no parking zones need to be established throughout surrounding neighborhoods that are within walking distance of the event. The traffic and parking analysis should be amended to include a specific plan for the number of signs, location and spacing, and a timeline for when the signs will be installed and removed. Staff has also requested verification that the event organizers have contracted with a

- sign company to provide the signage outlined in the final plan as part of the Major Event Permit.
- g. In order to ensure prompt response to parking violations, staff finds that an on-call tow truck should be provided. The event permit should be amended to reflect that a tow truck service will be provided by the applicant for the duration of the event with a company mutually agreed upon by the applicant and Police Department.
 - h. The E-470/Peoria parking area is located in Douglas County. Staff has requested that written confirmation from Douglas County be provided indicating that they have reviewed and approved of the parking plan within their jurisdiction.
 - i. The shuttle loading area for BMW owners is proposed north of the club along Cherry Hills Drive. Cherry Hills Drive is also designated for deliveries and access to the golf course for caddy parking on the par three course. Cherry Hills Drive is a private road located on a tract owned jointly by all property owners in the subdivision. Use of the road will require written authorization of all owners of the subdivision, which has not yet been provided. Staff recommends a condition of approval that this written authorization be provided.
6. Prior to the City Council hearing, the signage plan shall be amended to include the following:
 - a. In coordination with CDOT, placement of variable message boards placed along S. University Boulevard prior to the event and the restriping of S. University Boulevard to warn drivers of the anticipated disruptions.
 - b. Directional signage for the as yet to be determined private vehicle and taxi loading area.
 - c. Neighborhood no parking signs, as discussed in more detail under the Parking and Traffic Analysis section.
 7. Prior to the City Council hearing, the applicant shall provide a complete floodplain analysis in conformance with the City's Floodplain Management Regulations found in Municipal Code Sections 16-17-50, 16-17-60 and 16-17-70.
 8. Prior to the City Council hearing, the Johnson Property site plan shall be amended to show minimum setbacks for the television compound broadcast equipment equal to those for accessory structures in the R-3 Zone District (50' front and 25' side and rear setbacks). Other support buildings and equipment may encroach into these setbacks.
 9. Prior to the City Council hearing, the applicant shall post signage on all support sites, and provide a definitive plan as to how each support site will be used.
 10. Prior to the City Council hearing, the applicant shall include a statement of indemnification to the City in the agreement between the City and the Western Golf Association.

Commissioner Jensen seconded the motion, which was approved unanimously.

Agenda Item 4.b. Request by Arapahoe Tennis Club for an Expanded Use Permit to install a Paddle Court and Paddle Hut; a Front-Yard Setback Variance for the Paddle Court and Paddle Hut; and the Addition of Lights to Existing Tennis Courts

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

THIS MAJOR EVENT DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2014 by and between the City of Cherry Hills Village ("City"), and Western Golf Association, a non-profit corporation ("WGA") and Cherry Hills Country Club, a Colorado non-profit corporation ("CHCC") (collectively, "WGA/CHCC"), together referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

A. Authority

This Agreement is entered into pursuant to Section 16-21-70 of the Municipal Code of the City of Cherry Hills Village, Colorado (the "Code"). The Cherry Hills Village City Council has determined, pursuant to Code Section 16-21-70(a) that this written agreement memorializing the WGA/CHCC's obligations and duties in, and the conditions imposed upon, the conduct of the major event will be required.

B. Major Event Permit and Related Approvals

This Agreement governs the conduct of the 2014 BMW Championship, to be held at Cherry Hills Country Club from September 1-7, 2014, and such succeeding day or days as may be occasioned by any playoff or postponement of any round(s) (the "Event"), including preparation activities prior to, and remediation activities subsequent to, those dates. On _____, 2014, the City Council approved a Major Event Permit (the "Permit") for the Event. That permit document, including associated related approvals, is attached hereto as **Exhibit A**. The related approvals granted by the City in association with the Permit include:

1. Approval for the conduct of development activities within the floodway and floodplain pursuant to Code Sections 16-17-10 and 16-17-60.
2. Permission to install a 30 foot tall, temporary driving range fence extension located between the driving range and S. University Boulevard. The design and location of the fence shall be as depicted in **Exhibit B** with installation starting around August 1, 2014.
3. Approval of signage plan submitted as part of the Permit application which shall include an executed copy of an agreement between WGA/CHCC and a sign company evidencing the number, location, and size of no parking signs and sign conformance with the Code.
4. Permission for temporary use of City rights-of-way.
5. Permission to establish and operate a wireless communication facility on the Johnson property at the northeast corner of University Boulevard and Quincy Avenue or WGA/CHCC during the Event.

6. Permission to establish and operate mobile wireless communication facilities for television broadcasts pursuant to Code Section 16-16-130.
7. Consent to utilize S. University Boulevard for bus loading/unloading consistent with the special use permit issued by Colorado Department of Transportation, a copy of which shall be provided to the City on or before August 1, 2014, dated _____.
8. Permission to use WGA/CHCC owned property located near the intersection of Ogden Street and Kenyon Avenue for activities ancillary to the tournament operations (staging, trailer storage, etc). No public parking shall be permitted on such property.
8. _____

C. Obligations of WGA/CHCC

1. General Obligations.

- a. The WGA/CHCC will conduct the Event as described in the Final Permit Application dated _____, 2014 (the "Application") as conditionally approved by the City Council on _____, 2014. The representations made in the Application and the statements made by the WGA/CHCC to the Cherry Hills Village Planning Commission on April 22/22/14, 2014 and to the City Council on _____ and _____, 2014 are considered material representations, intended by the Parties to be included within the Application itself, and as conditions of the Permit. The obligations and conditions contained herein are each conditions of approval of the Permit for the Event.
- b. It is anticipated that the Event will conclude on September 7. If in order to determine a winner, including as a result of any play-off or postponement of any round or rounds or due to force majeure, the Event is prolonged, all provisions hereof shall continue to apply. If the Event is extended: (1) WGA/CHCC shall advise and consult with the City as soon as practical to ensure sufficient police officers and traffic control measures are available, and (2) all performance, restoration, cleanup and remediation dates herein continue to be met without change. ~~The Event may only be extended if sufficient police officers are available as extra duty officers to provide necessary security and traffic control, in the judgment of the Cherry Hills Village Chief of Police.~~

2. Site Plans.

- a. WGA/CHCC shall comply with each element of the site plans contained in the Application. ~~Changes to the approved site plans necessitated by~~

~~changed conditions shall~~ may be authorized only with prior written approval of the City Manager.

- b. WGA/CHCC ~~shall~~ has provided the City with written documentation evidencing permission by adjacent and affected property owners to allow pedestrian access, generators, and other encroachments onto private property associated with the Event.
- c. A TV Compound on the Howard Johnson Property with all building and equipment within the setback areas is as described in the Application depicted on Exhibit C. Pedestrian access/amenities are also will also be permitted on the Howard Johnson Property as described in the Application depicted on Exhibit C.
- d. The main entry for all pedestrians shall be through the main entrance to WGA/CHCC at University Boulevard. Additional access points for pedestrians include through the Howard Johnson property and along Cherry Hills Village Drive north of the CHCC driving range. Only emergency access and deliveries of supplies shall be allowed at the existing access from Quincy Avenue.
- e. WGA/CHCC shall comply with applicable City Code concerning building permits and inspections. The City, in consultation with its building inspection services provider, has agreed to charge WGA/CHCC an hourly building permit and inspection fee for all building services associated with the Event at a rate of \$150 per hour. Based on the site plan submitted as part of the Application and number of temporary structures and estimated required building inspections, the estimated total fee for building inspection services is \$20,400.00, which represents a reduction in the amount which would ordinarily be paid on a per-structure basis. This amount does not include any inspections or permitting by other health, safety or fire organizations other than the City. On or before August 15, 2014, the WGA/CHCC shall pay to the City 110% of the estimated fee associated with the City's cost to perform building inspection services. The amount payable to the City is \$22,440.00, which is 110% of the estimated fee. This amount is based on the assumptions and information provided by WGA/CHCC. On or before September 30, 2014, the City shall either: (1) refund to WGA the excess amount, based on actual costs, or (2) inform the WGA of a shortage, based on the actual costs. The WGA shall promptly pay the amount of any shortage within thirty (30) days. The City shall promptly refund the excess amount within thirty (30) days.

3. Traffic, Parking and Signs.

- a. WGA/CHCC shall comply with the Traffic Study, Traffic Management, Parking and Signage Plans contained in the Application.

- b. All volunteer, VIP, staff and spectator parking and shuttle traffic shall conform to the submitted Traffic Study and Traffic Management Plan with respect to parking, timing, and routing.
- c. Buses used for transport of VIP's, staff, volunteers and spectators shall not be permitted to idle at the pickup/dropoff locations for more than 10 minutes when not actively ~~cueing~~ queueing, loading or unloading.
- d. Shuttle Circulation routes. ~~PLACEHOLDER~~. No large buses with capacity of over 32 passengers, shall be allowed on Quincy Ave. or other local streets.
- e. "No Parking" and directional signs shall be placed in the locations outlined in the final Traffic and Parking Management Plan. Additional "no parking" and directional signs shall be placed as directed by the City based on actual conditions during the Event.
- f. The text of the "No Parking" and directional signs shall be approved by the City.
- g. WGA/CHCC will provide additional parking for spectators, staff, volunteers and VIP's in the event the parking areas detailed in the Application are not sufficient. Persons parking at these areas shall be shuttled to the Event along the same routes designated for those classes of attendees in the Application.
- g. WGA/CHCC shall obtain the necessary temporary sign permit from CDOT and provide evidence of the same to the City prior to the Event. WGA/CHCC shall provide the City with a copy of a fully executed contract with a sign company for provision of signs meeting the requirements established in the Traffic and Parking Management Plan.
- h. All directional and informational signs on public rights-of-way shall be installed and in place no sooner than August 18, 2014, and removed no later than September 19, 2014.
- i. All "No Parking" signs on public rights-of-way shall be installed no sooner than August 17, 2014 and no later than August 31, 2014 and shall be removed no later than September 10, 2014.
- ij. The location of all signs on City property or rights-of-way must be approved in advance by the City. WGA/CHCC shall provide the City with evidence of approval for temporary signs within rights-of-way of all other jurisdictions prior to the date on which such signs are installed.
- jk. All signs which constitute traffic control devices shall comply with applicable Code provisions, as applicable to the type of sign. All signs and other traffic control devices and measures, including barricades and

traffic cones, needed for the Event will be provided by WGA/CHCC at its sole cost and expense.

- k]. Temporary signs erected on private property, as described in the Application, are permitted to vary from the requirements of Code Section 16-15-60 as to size and duration.
- lm. Prior to the Event, WGA/CCHC shall provide the City with written evidence of approval from CDOT for any temporary access to University Boulevard.

4. Lighting and Noise.

- a. WGA/CHCC shall comply with the Lighting Plan submitted with the Application, as approved by the City.
- b. All temporary lighting shall comply with the Code.
- c. The placement of any light standard shall ensure that neither the direct nor reflected light from any source will create a traffic hazard to operators of motor vehicles on public roads, nor create a nuisance to any residential property under Code Section 7-1-30(5).
- d. All power generators utilized for the television compound shall be inspected when on site and operating to ensure compliance with the City's noise ordinance codified in Section 7-1-30(4) of the Code. Upon inspection and determination by the City Manager that a generator violates Section 7-1-30(4), WGA/CHCC shall bring the generator into compliance by relocation or screening.

5. Security.

- a. WGA/CHCC shall comply with the security provisions of the Security Plan contained in the Application. WGA/CHCC has or will enter into a contract with a private security firm to assist in access control at key locations during the Event and to provide security inside the Event perimeter. WGA/CHCC shall ensure that such security firm is properly licensed, bonded and insured.
- b. WGA/CHCC shall provide the Cherry Hills Police Department with portable radios to ensure timely communication with security personnel assigned to the Event.
- c. WGA/CHCC shall provide a copy of all appropriate incident documentation, in a form and manner agreeable to the Parties, to the Chief of Police on a daily basis during the Event.
- d. WGA/CHCC shall provide the City with the final approved copy of the Emergency Response Plan approved by South Metro Fire and Rescue.

- e. Final post and location assignments shall be agreed upon prior to commencement of the Event and shall be provided to the Cherry Hills Police Department, Arapahoe County Sheriff's Department, and South Metro Fire & Rescue. The WGA and the Cherry Hills Police Chief shall have final authority to determine and revise final post and location assignments, provided however, any such revisions shall be made after consultation with WGA/CHCC.
- f. On or before August 15, 2014, the WGA will pay to the City 110% of the estimated costs for all Cherry Hills Police Department personnel and equipment costs directly related to the Event including but not limited to all accrued overtime and benefits for police personnel for the time period September 1- September 7, 2014 directly related to the Event. The estimate to be used for this payment is \$ 150,000.00; 110% of this amount is \$165,000.00. On or before September 30, 2014, the City shall provide the WGA with a detailed accounting of the actual costs incurred by the Police Department in connection with the Event, together with any backup reasonably requested by the WGA. On or before September 30, 2014, the City shall either: (1) refund to the WGA the excess amount, based on actual costs, or (2) inform the WGA of a shortage, based on the actual costs. The WGA shall promptly pay the amount of any shortage within thirty (30) days. The City shall promptly pay the amount of excess within thirty (30) days.
- g. Due to the limited available personnel within the Cherry Hills Police Department, officers from surrounding agencies will assist in filling police officer specific posts. WGA will reimburse the respective agencies for these services. These non-Cherry Hills officers are referred to as "extra duty" officers. The Cherry Hills Village Chief of Police, shall recruit, assign, supervise and control the actions of all "extra duty" officers. WGA shall be solely responsible for compensating "extra duty" officers by reimbursing the relevant police department of such "extra duty" officer for such time. "Extra duty" officers will be billed to WGA at an hourly rate negotiated with the surrounding agencies not to exceed \$50.00, with a three (3) hour minimum, the current extra duty rate for Cherry Hills police officers. WGA will pay the respective agencies for "extra duty" officer time by sending a check via mail to the respective police department within 10 days of the completion of the Event or otherwise in accordance with an agreement between WGA and such police department. Time sheets for "extra duty" officers will be developed and managed by the Cherry Hills Police Department and provided to WGA at the completion of each day.
- h. All bleachers, grandstands and tents will be numbered with a unique identifier in order to avoid confusion for location identification purposes, for the Event security personnel, the police, and private individuals who may initiate an emergency call.

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6. Sanitation.

WGA/CHCC will comply with the Sanitation Plan contained in the Application.

7. Medical Plan.

WGA/CHCC shall comply with the general and emergency medical provisions of the Medical Plan contained in the Application.

8. Public Notification.

- a. WGA/CHCC shall comply with the Public Notification Plan described below, including:

- (1) pre-Event notices shall be placed in the Village Crier, The Villager, Cable Channel 22, and on the www.cherryhillsvillage.com website. Such notices shall be placed a minimum of 30 days prior to the event start date.
- (2) during the Event, WGA/CHCC shall provide WGA/CHCC's main phone line for daily information and resident concern line, which shall be answered by the WGA/CHCC. The telephone number shall be published in the manner described above.

9. Floodplain Control.

- a. The City Council has granted, for the duration of the Event, permission for the WGA/CHCC to conduct certain development activities within the floodplain and floodway, pursuant to Code Sections 16-17-10, 16-17-50, 16-17-60, and 16-17-70. The WGA/CHCC will comply with the requirements of those Code sections.
- b. For temporary structures located in the flood-plain or floodway, the WGA will provide an engineering analysis and other City required documentation for those structures demonstrating compliance with Code Sections 16-17-10, 16-17-50, 16-17-60, and 16-17-70 for review by the City. No structures shall be located or placed in the floodplain or floodway without prior written approval of the City.

10. Suspension of Play.

- a. In the event of a Force Majeure or any other condition posing an immediate threat to public health or safety, either the WGA or PGA TOUR may declare a suspension of play. In the event of a suspension of play, the Chief of Police and WGA/CHCC shall consult with one another to implement the medical and evacuation plans.

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~~b. Either the Chief of Police or the WGA/CHCC may declare a suspension of play in conjunction with PGA TOUR officials. In the event of a suspension of play, the Chief of Police, PGA TOUR officials and the WGA/CHCC shall consult with one another to implement the Medical Plan for evacuation.~~

D. Use of City Property and Rights-of-Way

Permission is hereby granted for the use of City rights-of-way for the placement of temporary signs, barriers and other traffic control facilities, only as specifically identified in this Agreement and the Application.

E. Event Setup and Removal Schedule

WGA/CHCC shall set up and remove equipment facilities for the Event pursuant to the following schedule:

1. Facilities and structures located within Cherry Hills Country Club property: set up no earlier than May 1, 2014; remove no later than October 12, 2014.
2. Facilities and structures located at Kent Denver: set up no earlier than August 25, 2014; remove no later than September 12, 2014.
3. Television Compound facilities, structures, and other guest amenities located at 1651 E. Quincy Avenue: set up no earlier than ~~August 25~~ July 7 ~~June 1~~, -2014; remove no later than September 15, 2014.
4. Facilities and structures located on other private property with permission of the owner: set up no earlier than June 1, 2014; remove no later than September 26, 2014.
- ~~5. Temporary Mobile Wireless Communication Facilities located on City rights of way or private property: set up no earlier than August 11, 2014; remove no later than three (3) days following the termination of the Event, unless otherwise approved in writing by the City.~~
- 6-5. To the extent not otherwise addressed herein, facilities and structures located on City rights-of-way and property: set up no earlier than August 11, 2014; remove no later than three (3) days following the termination of the Event, unless otherwise approved in writing by the City.

F. Post-Event Clean Up and Remediation

1. At the conclusion of the Event, all structures, facilities, trash and personal property of any kind or description shall be removed pursuant to the schedule set forth at Section E above.

2. Any claims of waste on private property as a direct result of the Event and its support operations will be promptly addressed by the WGA/CHCC. The WGA/CHCC will provide to the City a description of the procedure for processing of private claims, and a report of their review and disposition. The procedure shall include contact with the claimant within at least 24 hours of receipt of the claim.

3. WGA/CCHA shall repair and restore all public property within the City damaged as a direct result of the Event and its support operationstournament to its condition prior to the Event, beyond reasonable wear and tear, as determined by the City.

Comment [DH1]: Need a definition of public property.

G. Guarantee and Posting of Security.

1. ~~WGA/CCHC shall post with the City security in the amount of \$ 10,000.00, to be held by the City to guarantee compliance by the WGA/CCHC with requirements for post-Event clean up and remediation on City property, including specifically an amount of \$ [insert dollar amount], to cover chip seal or mill and overlay of Gilpin Street ("Gilpin Street Amount"). These funds shall be posted on or before August 15, 2014 in the form of cash, certified funds, or a letter of credit drawn upon a bank in the Denver Metropolitan area and in a form approved by the City Attorney. In addition, WGA shall post a bond in the amount \$20,000.00 to cover chip and seal or mill and overlay of Gilpin Street ("Gilpin Street Bond") in the event the City determines the traffic generated by the Event causes the chip and seal work on Gilpin Street that was performed in June, 2014 to fail. The City shall inspect Gilpin Street within ten (10) days prior to the Event and photograph the condition of the Street to establish the baseline condition.~~

2-1. Release: The City Manager shall, on or before September 30, 2014, release the full amount of security, excepting therefrom the Gilpin Street Amount, unless the Manager finds that, following notice to the WGA/CHCC from the City and a reasonable opportunity to cure given the circumstances, the WGA failed to repair, replace or correct any damage or loss to City property. The amount of security withheld by the City Manager shall not exceed an amount equal to the actual damage, loss or cost suffered by the City. The Gilpin Street BondAmount shall not be released until the City Manager determines the nature and extent of repairs, if any, of Gilpin Street and the amount necessary to be retained to cover such costs. The City Manager shall provide written notice to WGA/CHCC of the amount of security to be withheld and the specific damage or loss of City property for which repairs or remediation are necessary. Upon completion of the repairs or remediation described in the City Manager's notice, the City Manager shall promptly release the remaining amount of security, including any remaining from the Gilpin

Street BondAmount. The decision of the City Manager shall be final, subject to administrative appeal to the City Council.

H. Indemnification.

WGA and its legal successors and assigns hereby indemnify, hold harmless and agree to defend the City, the City Council, the City's agents and employees from and against any and all liability, actions, claims, damages, costs or expenses, including attorney fees, that may be asserted by any person or entity, including WGA, arising out of or in connection with any willful act or negligence of WGA, its agents, employees, vendors and affiliates concerning or arising out of the Event, but not including any willful act or gross negligence of the City, the City Council or the City's agents or employees (it being understood that "extra duty" officers are not the City's agents or employees for this purpose).

I. Insurance.

On or before July 16, 2014, WGA and CHCC shall provide to the City evidence of a policy or policies of insurance in force throughout the Event, and providing the following coverage:

1. General liability, including property damage and personal injury: \$1,000,000 per occurrences; \$10,000,000 aggregate. This policy shall name the City as additional insured.
2. Workers compensation for all employees: statutory coverage excluding the "extra duty" police officers which will be provided by the City or by the officers' respective employer.
3. Motor vehicle liability for all motor vehicles to be used by WGA/CHCC in connection with the Event: statutory coverage.
4. A certificate evidencing the policies, insureds and required coverages shall be provided to the City prior to August 1, 2014.

J. Modification or Amendment.

This Agreement may be modified or amended only by written agreement of the Parties, approved and executed in the manner set forth in this Section. Any modification requested by WGA/CHCC shall be submitted in writing to the City Manager, who is hereby empowered to approve, deny, or refer such request to the City Council. It is contemplated by the Parties that minor modifications may be reviewed and acted upon by the City Manager, but that the City Manager may, in his sole and exclusive discretion, determine whether any requested modification should instead be presented to the City Council for decision. The City and WGA/CHCC understand and agree that no modification which may be

referred to the City Council for decision shall be submitted subsequent to July 31, 2014, in light of the fact that the last City Council meeting prior to the Event is August 19, 2014. Notwithstanding the foregoing, the Parties agree that, during the Event, WGA/CHCC may make daily operational modifications to respond to changing circumstances, without prior approval of the City, to the extent that:

1. Such modifications are within the scope of this Agreement or are required by WGA/CHCC to protect the health, safety or other operational concerns regarding completion of the Event, and
2. Such modifications do not materially alter or violate any standard or obligation contained herein, and
3. WGA/CHCC promptly notifies the City Manager or his designee.

K. Local Operational Contacts.

For the City: City Manager or his designee
(303)783-2722

For the WGA/CHCC: Patrick Timson
(630) 220-4897

L. Permits from Other Agencies.

WGA/CHCC shall obtain and provide to the City all required permits, to the extent required, from other agencies and jurisdictions; including the Colorado Department of Transportation, South Metro Fire and Rescue, the City and County of Denver, and any other agency with jurisdiction.

M. Force Majeure.

In the event of the occurrence of a force majeure, such as a severe weather event or natural disaster (severe rain, flood, earthquake, hailstorm), a major work stoppage, or terrorist event, which occurrence actually and materially prevents WGA/CHCC, through no contributing fault of its own, from complying with any setup or post-Event cleanup and remediation, then the affected performance obligation shall be deemed extended for a period of time equal to the delay actually caused by the occurrence of the event.

N. Miscellaneous.

1. Notices: All notices required or permitted under this Agreement shall be hand delivered or given by facsimile transmittal, regular mail or overnight courier to the Parties at the following addresses:

If to the City: John Patterson
Cherry Hills Village
2450 East Quincy Avenue

Cherry Hills Village, CO 80113
Telecopy No.: 303-761-9386

With a copy to: Linda Michow, City Attorney
Widner Michow & Cox LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112
Telecopy No: 303-754-3395

If to WGA/CHCC: Kevin Hood
Cherry Hills Country Club
4125 South University Boulevard
Cherry Hills Village, CO 80113
Telecopy No: 303-350-5242

Vince Pellegrino
Western Golf Association
1 Briar Road
Golf, IL 60029
Telecopy No. 847-724-4600

With a copy to: Kelly N. Matthews
Robinson Waters & O'Dorisio, P.C.
1099 - 18th Street, Suite 2600
Denver, CO 80202
Fax: (303) 297-2750

2. In the event of litigation arising under this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and other expenses. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any litigation arising under this Agreement shall be proper and exclusive in the District Court for Arapahoe County, Colorado.
3. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors, and assigns. No party may assign any rights or obligations under this Agreement without the express written consent of the other party which consent may be withheld for any reason.
4. No failure by any party to insist upon the strict performance of any condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, shall constitute a waiver of such breach or of any other covenant, agreement, term or condition.

5. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of any other provisions, and to that end such provisions are declared to be severable and there shall be substituted for any such provision a valid, binding and enforceable provision that as nearly as possible reflects the intent of the Parties.
6. Except where it is expressly provided herein that only the WGA alone is liable for a particular obligation or responsible for a specific task, WGA and CHCC are jointly and severally liable for the obligations set forth herein.
7. Nothing contained in this Agreement shall be construed to waive or limit the City's police powers or its authority to enforce applicable provisions of the Code and all regulations over which the City retains jurisdiction.
8. 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 of the Colorado Revised Statutes.

In witness whereof the Parties have executed this Agreement as of the date first written above.

City of Cherry Hills Village, Colorado

By: _____
Douglas M. Tisdale, Mayor

Attest:

Laura Smith, Clerk

Cherry Hills Country Club

By: _____
Name: Kevin Hood
Title: General Manager

Attest:

Western Golf Association

By: _____

Name: Vince Pellegrino

Title: Senior Vice President of

Tournaments

Attest:

EXHIBIT A
MAJOR EVENT PERMIT
[Attached]

**MAJOR EVENT PERMIT
CITY OF CHERRY HILLS VILLAGE, COLORADO**

This permit to conduct a Major Event is granted by the City of Cherry Hills Village, Colorado to the Cherry Hills Country Club ("WGA/CHCC") pursuant to section 16-21-10, et seq. of the Cherry Hills Village Municipal Code (the "Code"), for the conduct of the following Event: 2014 BMW Championship to be held at Cherry Hills Country Club, September 1 through 7, 2014, as described in the _____, 201_ Application submitted by WGA/CHCC, and as conditionally approved by the City Council on _____, 201_ (the "Event"). This permit relies upon and specifically incorporates the representations of the _____, 201_ Application, and those made by the Applicant at the _____, 201_ Planning Commission hearing and the _____, 201_ City Council public hearing. This permit is additionally conditioned upon compliance with the terms and conditions of that certain Major Event Development Agreement entered into between the Applicant and the City. Associated approvals granted with this permit include the following:

1. Installation of a 30-foot tall, temporary driving range fence extension located between the driving range and S. University Boulevard. The design and location of the fence shall be as depicted in Exhibit A.
2. Approval to place temporary signs within City rights-of-way, as permitted by Code Section 16-15-60 as further conditioned in the Development Agreement.
3. Permission for temporary use of City rights-of-way, as further conditioned in the Development Agreement.
4. Permission to establish and operate a wireless communication facility on the Johnson Property or on Cherry Hills Country Club property at the northeast corner of University Boulevard and Quincy Avenue during the Event.
5. Consent to utilize University Boulevard for bus loading/unloading consistent with the special use permit issued by Colorado Department of Transportation dated _____.
6. Permission to use WGA/CHCC owned property located near the intersection of Ogden Street and Kenyon Avenue for activities ancillary to the tournament operations (staging, trailer storage, etc). No public parking shall be permitted on such property.
- ~~7. Permission to provide for one-way traffic along Cherry Hills Drive as outlined in the application.~~

Approved this ____ day of _____, 201_

City of Cherry Hills Village, Colorado

By: _____
Douglas M. Tisdale, Mayor

Attest:

Laura Smith, Clerk

**EXHIBIT B
FENCE DESIGN AND LOCATION**

EXHIBIT C
HOWARD JOHNSON PROPERTY
TV COMPOUND
[ATTACHED]

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 9a

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT A. ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SUPPLEMENTAL – REQUEST BY THE WESTERN GOLF ASSOCIATION FOR A MAJOR EVENT PERMIT TO HOST THE 2014 BMW GOLF CHAMPIONSHIP AT CHERRY HILLS COUNTRY CLUB FROM SEPTEMBER 1 THROUGH 7, 2014; A FLOODPLAIN DEVELOPMENT PERMIT PURSUANT TO ARTICLE XVII OF THE MUNICIPAL CODE TO INSTALL TEMPORARY STRUCTURES IN THE FLOODPLAIN ASSOCIATED WITH THE MAJOR EVENT; AND APPROVAL OF TEMPORARY WIRELESS COMMUNICATION FACILITIES PURSUANT TO SECTION 16-16-130 OF THE MUNICIPAL CODE FOR TELEVISION BROADCASTS ASSOCIATED WITH THE MAJOR EVENT (PUBLIC HEARING – CONTINUED FROM MAY 6, 2014 MEETING)

DATE: MAY 20, 2014

This supplemental memorandum provides a summary of items submitted by the applicant since the May 6, 2014 meeting along with staff's findings, analysis and final recommendations.

OUTSTANDING ITEMS:

- **Authorization Letter from St. Mary's Academy for Use of South Parking Lot**
Complete – The required authorization letter is attached as Exhibit A.

- **Authorization Letters from Cherry Hills Drive Property Owners**
Incomplete – Eight of the ten property owners have provided letters of authorization (Exhibit B). Because Cherry Hills Drive is a private road located on a tract of land owned jointly by all property owners in the subdivision, staff recommends that authorization letters be provided from all property owners. Authorization is still required from the owners of 9 and 14 Cherry Hills Drive.

- **Authorization Letter from 3600 S. Clarkson Street**
Incomplete – The required authorization letter has not been provided. Due to the floodplain restriction on the site, as discussed below, the applicant may not be utilizing this property for staging.

CHERRY HILLS VILLAGE
COLORADO

- **Floodplain Development Permit Application and Study**

Complete – The floodplain development permit application and study is attached as Exhibit C. Staff finds that the floodplain study meets the requirements of Municipal Code Sections 16-17-50 and 60. The study analyzes the floodplain impact from the installation of temporary structures and other floatables (e.g. trash cans, small tents, etc.). The study concludes that the structures and floatable debris would increase base flood elevations, but that this increase would be limited to the Cherry Hills Country Club Property and that there would be no negative impact to adjacent property owners or to permanent structures on the Country Club's property.

The study also analyzes the 3600 S. Clarkson Street and Ogden Street support sites that are located in the floodplain. These properties are proposed to be used for construction staging and parking and storage of materials. The Ogden Street property is completely within the floodplain and the study recommends that this site only be used for daily parking. For 3600 S. Clarkson Street, areas in the floodplain would be limited to daily storage of materials and vehicles, and limited areas outside the floodplain or in a floodplain "conveyance shadow" of a building may be used for long term storage and stockpiles of materials. Because the applicant had planned for extensive use of these sites for construction staging and storage of materials and use of these sites is limited due to the floodplain, staff recommends that the applicant identify an alternative construction staging site for the event.

MAJOR EVENT AGREEMENT:

The Major Event Agreement reflects the terms and conditions imposed by the City to guarantee that the major event is conducted in accordance with the permit. The applicant's proposed agreement is attached as Exhibit D. Staff has reviewed the agreement and recommends that additional language be added to Section G to address a concern over possible damage to S. Gilpin Street, which is proposed to be used as a shuttle route during the event. S. Gilpin Street is currently scheduled for chip seal this summer and staff is concerned that the running of shuttles over the chip seal could damage the surface before it has a chance to set. The chip seal project was already scheduled when the proposal for use of this section of road was made and has already been postponed for several years due to construction projects that were underway along S. Gilpin Street. In order to ensure that any damage to the street resulting from the event is remedied, staff recommends that a \$20,000 bond be posted to cover any repair work that may be required. The following is staff's proposed amendment with the new language underlined:

G. Guarantee and Posting of Security.

1. *WGA shall post with the City security in the amount of \$ 10,000.00, to be held by the City to guarantee compliance by the WGA/CCHC with requirements for post-Event clean up and remediation on City property. These funds shall be posted on or before August 15, 2014 in the form of cash, certified funds, or a letter of credit drawn upon a bank in the Denver Metropolitan area and in a form approved by the City Attorney. In addition, WGA shall post a bond in the amount \$20,000.00 to cover chip and seal or mill and overlay of Gilpin Street ("Gilpin Street Bond") in the event the City determines the traffic generated by the Event causes the chip and seal work on Gilpin Street that was performed in June 2014 to fail. The City shall inspect Gilpin Street within ten (10) days*

CHERRY HILLS VILLAGE
COLORADO

prior to the Event and photograph the condition of the Street to establish the baseline condition.

2. Release: The City Manager shall, on or before September 30, 2014, release the full amount of security, excepting therefrom the Gilpin Street Amount, unless the Manager finds that, following notice to the WGA/CHCC from the City and a reasonable opportunity to cure given the circumstances, the WGA failed to repair, replace or correct any damage or loss to City property. The amount of security withheld by the City Manager shall not exceed an amount equal to the actual damage, loss or cost suffered by the City. The Gilpin Street Bond shall not be released until the City Manager determines the nature and extent of repairs, if any, of Gilpin Street and the amount necessary to cover such costs. The City Manager shall provide written notice to WGA/CHCC of the amount of security to be withheld and the specific damage or loss of City property for which repairs or remediation are necessary. Upon completion of the repairs or remediation described in the City Manager's notice, the City Manager shall promptly release the remaining amount of security, including any remaining from the Gilpin Street Bond. The decision of the City Manager shall be final, subject to administrative appeal to the City Council.

MAJOR EVENT PERMIT REVIEW CRITERIA:

Based on the evaluation of the supplemental materials submitted since the May 6th meeting, staff has provided the following recommended findings for each of the Major Event Review Criteria.

Sec. 16-21-100(1): The proposed event is a major event within the meaning of Sections 16-21-20 and 16-21-30 of this Article;

Complies – The BMW Championship is a national televised event with attendance of over 2,000 per day and is being conducted at a private club as defined by Municipal Code Section 16-1-10.

Sec. 16-21-100(2): The major event will provide one (1) or more significant and important public benefits to the City;

Complies – The major event will provide tax revenue to the City through merchandise sales tax and excise tax for admissions to the event. This tax revenue is currently estimated at around \$450,000. The BMW Championship is also considered a prestigious professional golf tournament providing notoriety to the Country Club and City.

Sec. 16-21-100(3): The major event is appropriately sized in relationship to the site and, together with any proposed support services, can be conducted in an organized and efficient manner;

Complies – The event is being capped at an attendance of 27,000 to ensure that the Country Club facilities and support services are adequate to ensure that the event can be conducted in an organized and efficient manner. Staff finds that adequate support service sites for parking and event staging are provided.

CHERRY HILLS VILLAGE
COLORADO

Sec. 16-21-100(4): *The major event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic;*

Complies – The applicant has provided a traffic analysis that evaluates traffic operations during the event. Staff finds that the event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic.

Sec. 16-21-100(5): *The major event will provide sufficient parking in terms of parking spaces and areas to accommodate parking demand;*

Complies – A total of 14,800 parking spaces are proposed for the event along with a designated light rail and personal vehicle drop off shuttle area. The parking and other transportation options will need to accommodate attendance of up to 27,000. Staff finds that, as long as bus and shuttle capacity is provided to match the required capacity outlined in the Traffic and Parking Analysis, the traffic and parking plan is acceptable.

Sec. 16-21-100(6): *The major event will be conducted in a manner that eliminates, mitigates or reasonably controls adverse impacts upon adjacent properties and upon the public generally;*

Complies with Conditions – Staff recommends that a \$20,000 bond be posted by the applicant to cover any damage to the chip seal that will be installed on S. Gilpin Street prior to the event. Staff also recommends that an alternative or supplemental construction staging site to the 3600 S. Clarkson and Ogden Street sites be identified by the applicant to provide adequate staging area for the event. The alternative or supplemental staging sites will need to be approved by the City Manager to ensure the proposal reasonably controls adverse impacts to adjacent properties and the public in general. Lastly, staff recommends that approval letters from the owners of 9 and 14 Cherry Hills Drive be provided to ensure that all owners of the road tract approve of the use. With these conditions, staff finds that the plans and analysis provided by the application demonstrates adequate mitigation for possible adverse impacts to the event, including restrictions on lighting, noise from electrical generators and parking controls.

Sec. 16-21-100(7): *The major event will not unreasonably impair the public health, safety or welfare.*

Complies with Conditions – With the conditions discussed above for the preceding criterion, staff finds that the event will not unreasonably impair the public health, safety or welfare.

RECOMMENDATION:

Staff recommends approval of the Major Event Permit, Floodplain Development Permit and Temporary Wireless Communication Facility based on the findings and analysis in the May 6, 2014 and May 20, 2014 staff memorandums with the following conditions:

1. Submittal of authorization letters from the owners of 9 and 14 Cherry Hills Drive for the use of Cherry Hills Drive as a shuttle route.
2. Submittal of an authorization letter from the owner of 3600 S. Clarkson Street or written verification from the applicant that this site will not be utilized for the event due to the floodplain restrictions.
3. Amendment of Section G of the Major Event Agreement to include a requirement that the applicant provide a \$20,000 bond to cover any damage to S. Gilpin Street as a result of the event, as specified in the May 20, 2014 staff memorandum.

CHERRY HILLS VILLAGE
COLORADO

4. Submittal of a proposal for an alternative construction staging area that is satisfactory to the City Manager to replace the uses proposed for the 3600 S. Clarkson and Ogden Street properties due to the floodplain restrictions identified in the May 14, 2014 Brown and Caldwell floodplain analysis.

RECOMMENDED MOTION:

“I move to approve the request by the Western Golf Association for Major Event Permit to host the 2014 BMW Championship at Cherry Hills Country Club, and the associated requests for a floodplain development permit and wireless communications facility approval based on the findings and analysis in the May 6, 2014 and May 20, 2014 staff memorandum with the following conditions:

1. Submittal of authorization letters from the owners of 9 and 14 Cherry Hills Drive for the use of Cherry Hills Drive as a shuttle route.
2. Submittal of an authorization letter from the owner of 3600 S. Clarkson Street or written verification from the applicant that this site will not be utilized for the event due to the floodplain restrictions.
3. Amendment of Section G of the Major Event Agreement to include a requirement that the applicant provide a \$20,000 bond to cover any damage to S. Gilpin Street as a result of the event, as specified in the May 20, 2014 staff memorandum.
4. Submittal of a proposal for an alternative construction staging area that is satisfactory to the City Manager to replace the uses proposed for the 3600 S. Clarkson and Ogden Street properties due to the floodplain restrictions identified in the May 14, 2014 Brown and Caldwell floodplain analysis.”

ATTACHMENTS:

- Exhibit A: St. Mary’s Academy Authorization Letter
- Exhibit B: Cherry Hills Drive Authorization Letters
- Exhibit C: May 14, 2014 Brown and Caldwell Floodplain Analysis
- Exhibit D: Proposed Major Event Development Agreement

April 24, 2014

St. Mary's Academy
4545 S University Blvd
Englewood, CO 80113
(303) 762-8300

AGREEMENT

Between:

St. Mary's Academy 4545 S University Blvd., Englewood, CO 80113

And

Western Golf Association (c/o Cherry Hills Country Club), 4125 South University Blvd, Cherry Hills Village, CO 80113

Background:

The Western Golf Association and Cherry Hills Country Club is grateful for the relationship with St. Mary's Academy and is appreciative of the opportunity to have its assistance with private drop off for the PGA Tour's BMW Championship (September 1-7, 2014 hereinafter referred to as "Championship Days"). The event includes:

- Tuesday Practice Rounds
- Wednesday Practice Rounds / Pro-Am
- Thursday / Sunday BMW Championship

Field consists of top 70 players in FedExCup points list

Western Golf Association.

The primary beneficiary of the tournament is the Western Golf Association, and its Evans Scholarship program. Cherry Hills has been a leading partner with the Western Golf Association (www.wgaesf.org) in developing Evans Scholars candidates among its caddie ranks. The WGA has sponsored the Evans Scholars program since 1930, providing full tuition and housing scholarships for caddies at 19 colleges and universities nationwide. Six caddies from Cherry Hills are current Evans Scholars at the University of Colorado, and 32 Evans Scholars Alumni caddied at Cherry Hills. Western Golf and the PGA Tour chose Cherry Hills because it has one of the finest caddie programs in the West. *All proceeds from the BMW Championship will go to fund the Evans Scholar Caddie Scholarship program.*

The Western Golf Association agrees to:

1. The following Ticket Package:
 - Behind the Scenes Experience and four (4) upgraded weekly tickets –\$2,000
 - Behind the scenes tour for four (4) people that includes the Clubhouse, Locker Room, Shotlink Trailer and Golf Channel Compound.
 - The upgrade for each of the above ticket options allows access into a pavilion on the 9th green, which will be climate controlled and provide spectators with upgraded food and beverage for purchase.
 - Set of four (4) Champions Club Tickets for one Tournament Round – \$1,800
 - The Champions Club ticket includes open seating in the Cherry Hills clubhouse ballroom and includes a buffet style breakfast and lunch, afternoon hors d'oeuvres and open bar service
 - Set of four (4) Palmer Club Tickets – \$1,200
 - The upgrade for each of the above ticket options allows access into a pavilion on the 9th green, which will be climate controlled and provide spectators with upgraded food and beverage for purchase.
 - Set of two (2) Weekly Palmer Club Tickets – \$600
 - The upgrade for each of the above ticket options allows access into a pavilion on the 9th green, which will be climate controlled and provide spectators with upgraded food and beverage for purchase.

Total Value - \$5,600

2. Work closely with St. Mary's Academy to minimize impact on the property.
3. Provide a pre-event plan that outlines the projected numbers, procedures and staffing related to operating the parking facilities used at the St. Mary's Academy (as defined below) as part of a traffic study that will be presented to the Cherry Hills Village City Council. Provide uniformed traffic personnel at appropriate exits during peak hours of the tournament which will be from approximately 9 a.m. – 7 p.m. Tuesday – Sunday.

St. Mary's Academy agrees to:

1. Provide their south parking lot as an area for private drop off from 9 a.m. – 7 p.m. Tuesday – Sunday. This will only be accessible to private drop-offs including but not limited to Taxi Cab Services, Limousines, Private Hospitality Shuttles and Uber transportation. The location and information off the drop off point will be communicated with the above mentioned groups but will not be made known to the public.
2. Signage would be permitted on the property along University Boulevard for purposes of directing these private forms of transportation to the drop off point for the 2014 BMW Championship
3. Provide assistance or cooperation as the Western Golf Association reasonably determines is required and/ or necessary in order for the WGA to comply with its obligations.

The Western Golf Association looks forward to continuing the special relationship with St. Mary's Academy and working together on this exciting event.

Signed:

David Fox

David Fox
BMW Championship

Agreed,

Heurde V. G.
President/CSO

Title:

5/6/2014
Date:

BMW Championship



April 28, 2014

Gene Koelbel
4 Cherry Hills Drive
Englewood, CO 80113-4812

Dear Gene:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

To facilitate its charitable mission, the Western Golf Association asks your permission to use Cherry Hills Drive during the Tournament in the following ways.

1. Limit traffic on Cherry Hills Drive to one-way westbound between University Boulevard and Churchill Drive (residents and their guests would access via Gilpin St. during the Tournament).
2. Allow access to Cherry Hills Drive from University Blvd. for up to one hundred (100) cars to allow temporary parking on the CHCC Par 3 course.
3. Provide access to Cherry Hills Drive from University Blvd. for up to sixteen (16) mini coaches per day to transport a VIP spectator group to the north side of the driving range.

In return, the Western Golf Association will provide the following:

1. Police posts at Hampden Ave. and Gilpin St., Gilpin St. and Churchill Dr., and University Blvd. and Cherry Hills Drive. Officers at these intersections will monitor traffic and ensure that the general public does not have access to Cherry Hills Drive.
2. If all residents along Cherry Hills Drive consent to this request, four (4) passes for you and your family or guests to attend the Tournament. Additional passes available by request.
3. An agreement to restore any damage to the road or to private property as a direct result of using Cherry Hills Drive during the Tournament. This restoration agreement will be memorialized in the Development Agreement that the Western Golf Association will enter into with the City of Cherry Hills Village.

BMW Championship



April 28, 2014

Walter and Gene Koelbel
4 Cherry Hills Drive
Englewood, CO 80113-4812

Dear Mrs. Koelbel:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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BMW Championship

April 28, 2014

Michael & Gloria Komppa
5 Cherry Hills Drive
Englewood, CO 80113-4811

Dear Mr. & Ms. Komppa:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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The Western Golf Associations thanks you for considering its requests and also thanks you in advance for your support of the Evans Scholar Foundation.

Kindest Personal Regards,

Vince A. Pellegrino

Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

I hereby consent to the use of Cherry Hills Drive from September 1-7, 2014, as outlined above.

Glavia Komppa
Signature

Michael Komppa

Glavia Komppa
Name

Michael Komppa

5 Cherry Hills Drive
Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

BMW Championship



April 28, 2014

Richard and Peggy McClintock
6 Cherry Hills Drive
Englewood, CO 80113-4812

Dear Mr. and Mrs. McClintock:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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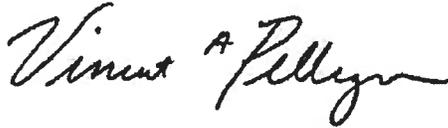
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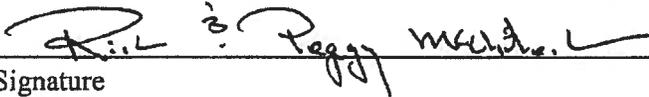
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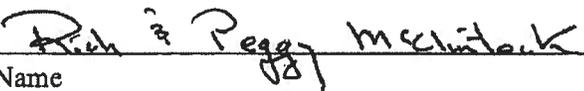
Kindest Personal Regards,

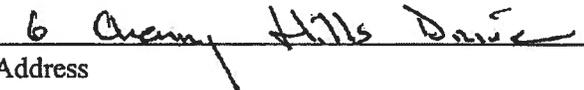


Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

I hereby consent to the use of Cherry Hills Drive from September 1-7, 2014, as outlined above.


Signature


Name


Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

BMW Championship



April 29, 2014

Richard Andrews
7 Cherry Hills Drive
Englewood, CO 80113

RECEIVED

MAY 07 2014

FourPoint Energy

Dear Mr. Andrews:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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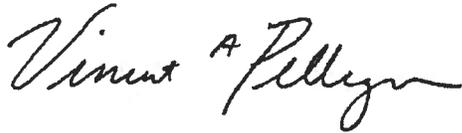
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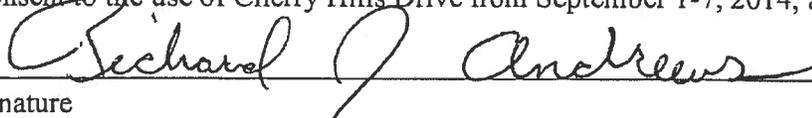
Cherry Hills Village City Council has requested your response on or before May 5th, 2014. Enclosed are copies of the signed letters that we have received to date for your reference.

Kindest Personal Regards,



Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

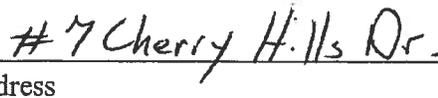
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Signature



Name



Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

BMW Championship



April 29, 2014

Marilyn Brown and Douglas Morton
8 Cherry Hills Drive
Englewood, CO 80113-4812

Dear Mr. Morton and Ms. Brown:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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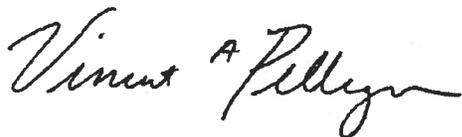
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Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

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Douglas N. Moran Marilyn L. Brown
Signature

DOUGLAS N MORAN MARILYN L. BROWN
Name

8 CHERRY HILLS DR ENGLEWOOD CO 80113
Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

BMW Championship



April 29, 2014

Barbara Friedman
10 Cherry Hills Drive
Englewood, CO 80113

Dear Ms. Friedman:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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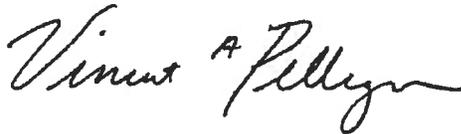
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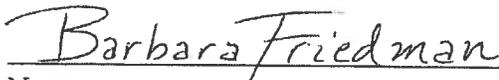


Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

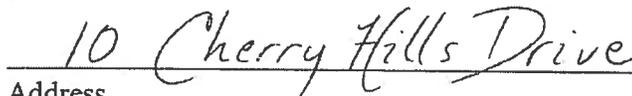
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Signature



Name



Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

BMW Championship



April 28, 2014

Thomas and Beatrice Taplin
11 Cherry Hills Drive
Englewood, CO 80113-4811

Dear Mr. and Mrs. Taplin:

On September 1-7, 2014, the Western Golf Association will host the top 70 players in the world for the 2014 BMW Championship at Cherry Hills Country Club. The BMW Championship is the third in a series of four FedEx Cup playoff events, culminating with the Tour Championship. It is the second oldest championship in golf next to the U.S. Open. It also is a charitable event; all net proceeds will benefit the Evans Scholar Foundation, which awards full housing and tuition college scholarships to deserving caddies of limited means. Currently, 840 caddies are attending college on scholarship in one of the 14 universities where the Foundation owns and operates a Scholarship House.

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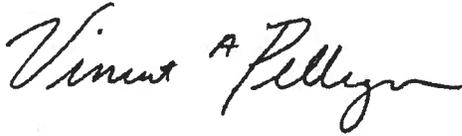
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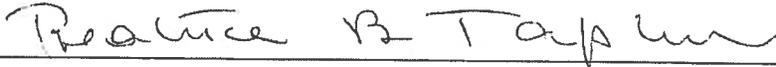
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Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

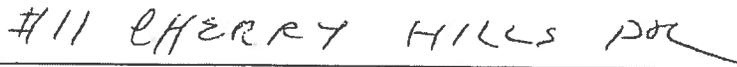
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Signature



Name



Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

BMW Championship



April 29, 2014

Charlie Gallagher
20 Cherry Hills Drive
Englewood, CO 80113-4812

Dear Mr. Gallagher:

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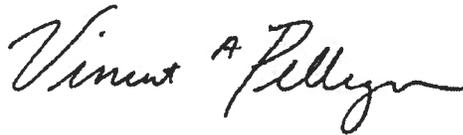
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Kindest Personal Regards,



Vince Pellegrino
Senior Vice President, Tournaments
Western Golf Association

I hereby consent to the use of Cherry Hills Drive from September 1-7, 2014, as outlined above.

Charles P. Gallagher
Signature

CHARLES P. GALLAGHER
Name

20 CHERRY HILLS DR.
Address

Please return to: BMW Championship
Attn: Vince Pellegrino
8450 E. Crescent Parkway Suite 400
Greenwood Village, CO 80111
bmwchampionshipinfo@gmail.com

1697 Cole Blvd., Ste. 200
Golden, CO 80401

T: 303.239.5400
F: 303.239.5454



May 14, 2014

Letter Report

Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

146154

Subject: Floodplain Permit Application –BMW Championship Golf Tournament at Cherry Hills Country Club

Dear Mr. Zuccaro,

Cherry Hills Country Club (CHCC) is hosting the upcoming BMW Championship in September 2014. The tournament will include placing several temporary structures within the 100-year floodplain boundaries of Greenwood Gulch and Little Dry Creek. The City of Cherry Hills Village, in accordance with their floodplain permitting process, has requested that CHCC prepare a hydraulic analysis that demonstrates the impacts of the temporary structures to the base flood elevations (BFEs) along Greenwood Gulch and Little Dry Creek. This letter describes the impacts to the BFEs associated with the temporary tournament structures. It also describes other floodplain permitting issues including the stability of the tournament structures within the floodplain, the event's plan for flood warning, and locations of tournament staging areas in relation to the floodplain boundaries.

Impacts to BFEs

The areas affected by the tournament are located on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) No.08005C163K and 08005C164K, dated December 17, 2010 (see Attachment A). Both Greenwood Gulch and Little Dry Creek are designated Zone AE with regulatory floodways. The HEC-RAS hydraulic model (dated 2003) used to determine the BFEs found on the effective FIRM panels was used as the existing conditions model for the hydraulic analysis.

Western Golf Association (WGA) is directing the planning and permitting associated with the BMW Championship. WGA provided Brown and Caldwell (BC) with the information describing the locations and types of temporary structures that will be used at CHCC during the tournament. BC received the description and location of temporary structures via email in April 2014 from David Fox and Patrick Timson, both with the WGA.

The temporary structures that will be located within the 100-year floodplain boundaries include skyboxes, grandstands, chalets, and a pavilion. There are four (4) total locations where temporary structures will be located within the 100-year floodplain boundaries for Little Dry Creek and Greenwood Gulch. Those four (4) locations are designated as Areas

Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
Page 2

A, B, C, and D and are shown on Attachment B. In order to create a “proposed conditions” hydraulic model, BC input the temporary structures into the existing conditions HEC-RAS hydraulic model for Greenwood Gulch and Little Dry Creek. Temporary structures were modeled conservatively as blocked obstructions in geometries of the immediately located cross sections within the hydraulic model. The temporary structures impact eight (8) cross sections within the existing conditions HEC-RAS hydraulic model. Six (6) of those cross sections are located along Little Dry Creek and include: 12982.03, 13489.27, 14244.93, 14250 (downstream bridge section), 14250 (upstream bridge section), and 14256.64. The remaining two (2) cross sections are located along Greenwood Gulch and include: 1923.619 and 7160.123. Attachments C and D include cross section geometries with blocked obstructions for temporary structures.

The temporary structures will cause increases in BFE due to their locations within the floodplain boundaries of Little Dry Creek and Greenwood Gulch. However, those increases in BFE will be contained entirely on CHCC property and will result in no negative impact to adjacent property owners. Attachment E provides the HEC-RAS output table which compares the existing conditions (Plan 01) to the proposed project conditions (BMW_Prop). The upstream boundary of the CHCC property is just downstream of Quincy Avenue. The associated cross sections in the hydraulic model are 7851.599 for Greenwood Gulch and 15234.99 for Little Dry Creek.

Stability of Structures

The hydraulic forces of flood waters on the temporary structures located within the floodplain boundaries for Little Dry Creek and Greenwood Gulch were provided to the vendor’s engineer for concurrence of structural stability. The structural stability of the temporary structures will be addressed further in the information provided to the City of Cherry Hills Village with the tournament building permit in June 2014.

Floatable Debris

CHCC is aware that if a flood event should occur during the tournament, that unrestrained, floatable objects could be transported downstream. These types of objects could include small tents, trash cans, etc. Floatable debris from the BMW Championship was analyzed using the HEC-RAS hydraulic model. The model was run assuming that the floatable debris, contributed by the BMW Championship alone, is enough to accumulate to form an obstruction of approximately one-third (1/3rd) of the cross section flow area at the downstream boundary of the CHCC property. The two (2) cross sections that represent the downstream CHCC boundary are 11344 (Little Dry Creek) and 1923.619 (Greenwood Gulch). The results of the hydraulic analysis show that the cumulative effects of floatable debris blockage and the temporary structures discussed above will not adversely affect adjacent property owners. All increases in BFE will remain on CHCC property. Attachment F provides the HEC-RAS output tables for the downstream portions of Little Dry Creek and Greenwood Gulch assuming the downstream property boundary is partially blocked by floatable debris.

Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
Page 3

Flood Warning

The PGA TOUR will have a meteorologist on-site during the event to monitor weather patterns and assess the potential for lightning and flooding. Additionally, Arapahoe County dispatch will be on-site during the event and also monitoring weather forecasts. Both the PGA and Arapahoe County should be aware of and utilize the Urban Drainage and Flood Control District (UDFCD) flood alert system. If not, then CHCC will coordinate with the PGA TOUR and Arapahoe County so that they are aware of the UDFCD alert system. In the event of a flood warning for Greenwood Gulch and/or Little Dry Creek, tournament players and spectators will be evacuated from the tournament grounds.

Staging Areas

The National Flood Insurance Program (NFIP) recommends that small projects and structures may be allowed to be located within the conveyance shadow of buildings without an engineering analysis to determine the impacts to BFEs. The conveyance shadow is the area upstream and downstream of an existing building which will not alter the existing flood flow if developed within. The recommended shadow boundary is a 1:1 ratio upstream of the building and a 4:1 ratio downstream of the building.

WGA will utilize two staging areas for the tournament. The first is located within the lot at 3600 Clarkson Street. Daily uses of materials, vehicles, and other short-term activities may be located within the floodplain boundary. However, long-term stockpiles of materials will be located outside of the 100-year floodplain boundary or within the conveyance shadows of the surrounding buildings per NFIP requirements. The available areas for long-term storage of materials are shown in green on Attachment G.

Additional vehicles will be parked at a nearby lot on Ogden Street. No long term storage of materials will be located in this area; therefore NFIP requirements will be met for this lot.

Summary

As described in the above sections, the operations associated with the BMW Championship will have minimal impact to the floodplains of Little Dry Creek and Greenwood Gulch. All increases in BFE will be contained on CHCC property and will not adversely impact other property owners or insurable structures.

Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
Page 4

Should you have any questions or need any additional information, please do not hesitate to call me at 303-239-5495.

Very truly yours,

Brown and Caldwell



Jennifer Winters, P.E.
Senior Engineer



cc: Mr. Kevin Hood, Cherry Hills Country Club
Mr. David Fox, Western Golf Association
Mr. Patrick Timson, Western Golf Association

Attachments (6)

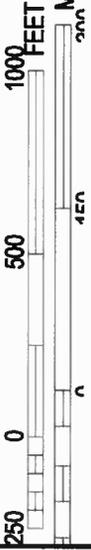
- Attachment A: Effective FIRM Panels
- Attachment B: Locations of Temporary Structures
- Attachment C: HEC-RAS Cross Section Geometries - Little Dry Creek
- Attachment D: HEC-RAS Cross Section Geometries - Greenwood Gulch
- Attachment E: HEC-RAS Output Tables - Temporary Structures
- Attachment F: HEC-RAS Output Tables - Floatable Debris Blockage
- Attachment G: 3600 Clarkson Staging Area

Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
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Attachment A: Effective FIRM Panels



MAP SCALE 1" = 500'



PANEL 0163K

FIRM FLOOD INSURANCE RATE MAP ARAPAHOE COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 163 OF 725 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
ARAPAHOE COUNTY 080011 0163 K
CHERRY HILLS VILLAGE 080013 0163 K
ENGLEWOOD, CITY OF 080074 0163 K

Notice to User: The Map Number shown below should be used when placing map orders, the Community Number shown above should be used on insurance applications for the subject community.

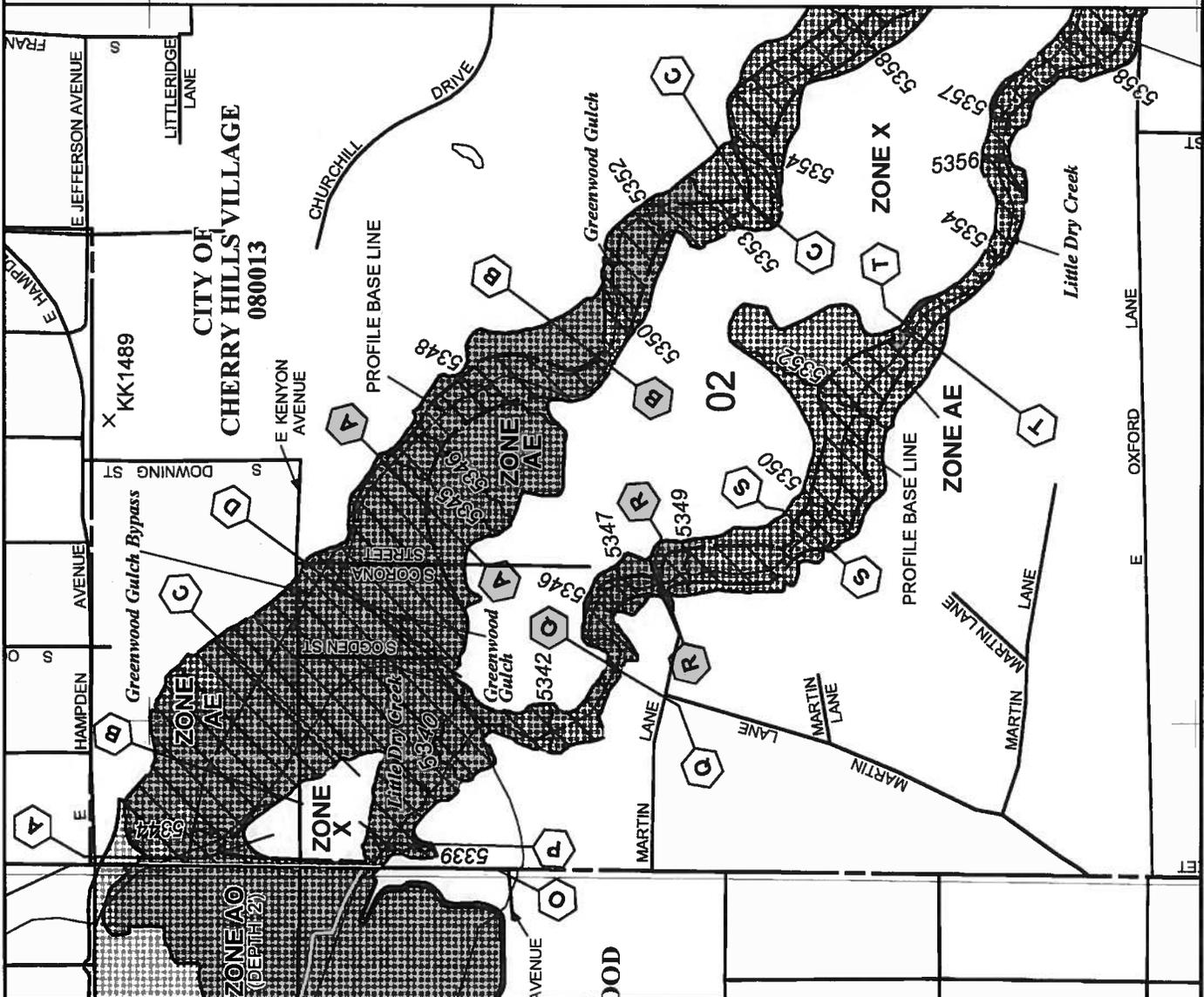


MAP NUMBER 08005C0163K
MAP REVISED DECEMBER 17, 2010

Federal Emergency Management Agency

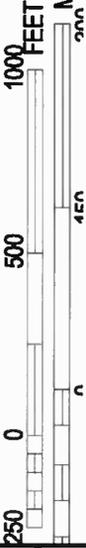
NATIONAL FLOOD INSURANCE PROGRAM

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov





MAP SCALE 1" = 500'



PANEL 0164K

FIRM FLOOD INSURANCE RATE MAP ARAPAHOE COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 164 OF 725
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	NUMBER	PANEL SUFFIX
ARAPAHOE COUNTY	080011	D164 K
CHERRY HILLS VILLAGE	080013	D164 K
CITY OF ENGLEWOOD	080074	D164 K

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

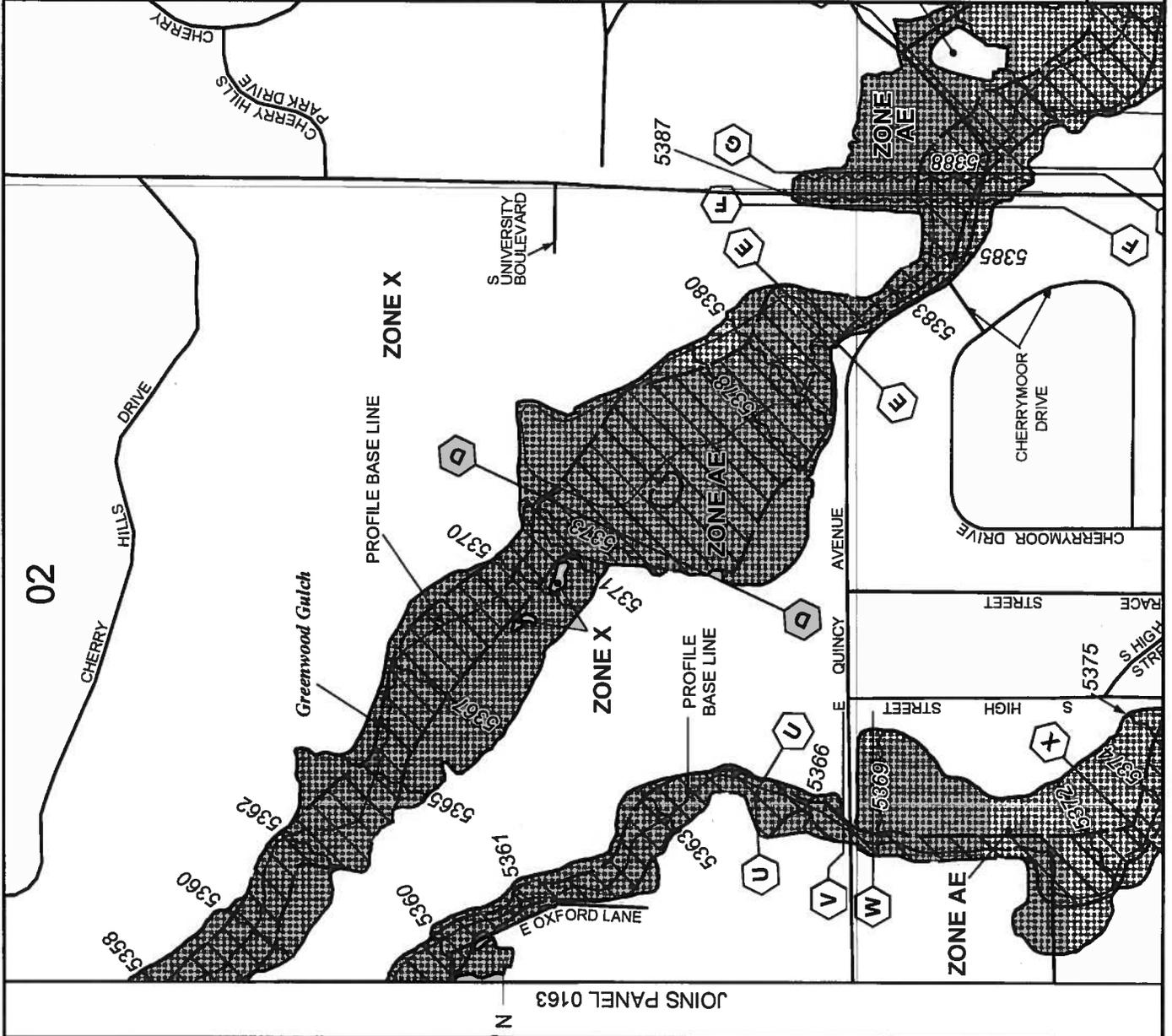


MAP NUMBER
08005C0164K
MAP REVISED
DECEMBER 17, 2010

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



02

JOINS PANEL 0163

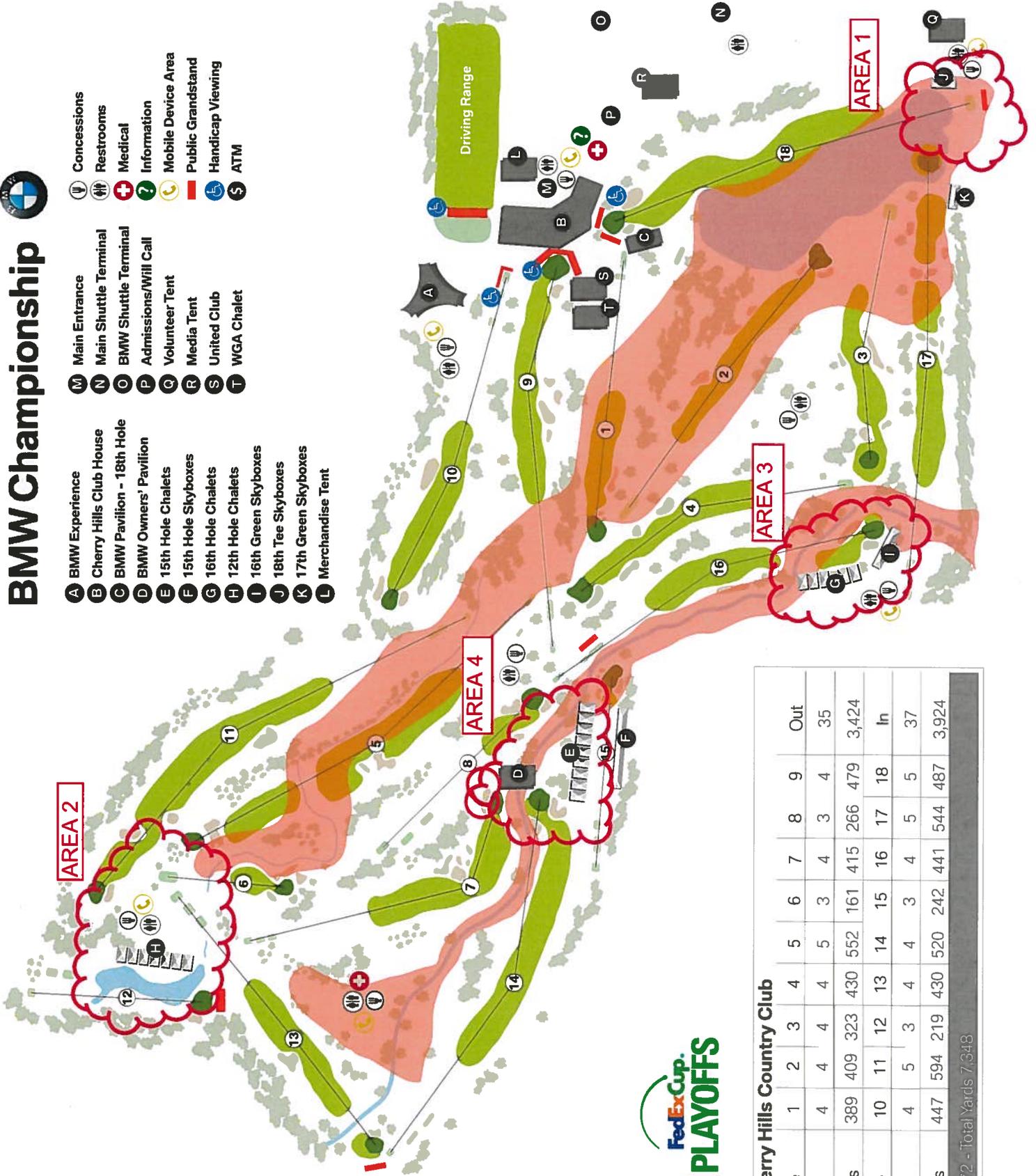
Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
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Attachment B: Locations of Temporary Structures



BMW Championship

- A** BMW Experience
- B** Cherry Hills Club House
- C** BMW Pavilion - 18th Hole
- D** BMW Owners' Pavilion
- E** 15th Hole Chalets
- F** 15th Hole Skyboxes
- G** 16th Hole Chalets
- H** 12th Hole Chalets
- I** 16th Green Skyboxes
- J** 18th Tee Skyboxes
- K** 17th Green Skyboxes
- L** Merchandise Tent
- M** Main Entrance
- N** Main Shuttle Terminal
- O** BMW Shuttle Terminal
- P** Admissions/Will Call
- Q** Volunteer Tent
- R** Media Tent
- S** United Club
- T** WGA Chalet
- U** Concessions
- V** Restrooms
- W** Medical
- X** Information
- Y** Mobile Device Area
- Z** Public Grandstand
- AA** Handicap Viewing
- AB** ATM



Cherry Hills Country Club																				
Hole	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	In	Out
Par	4	4	4	4	5	3	4	3	4	3	4	3	4	3	4	3	4	5	3	35
Yards	389	409	323	430	552	161	415	266	479	3,424										
Hole	10	11	12	13	14	15	16	17	18	In										
Par	4	5	3	4	4	3	4	5	5	37										
Yards	447	594	219	430	520	242	441	544	487	3,924										
Par 72 - Total Yards 7,548																				

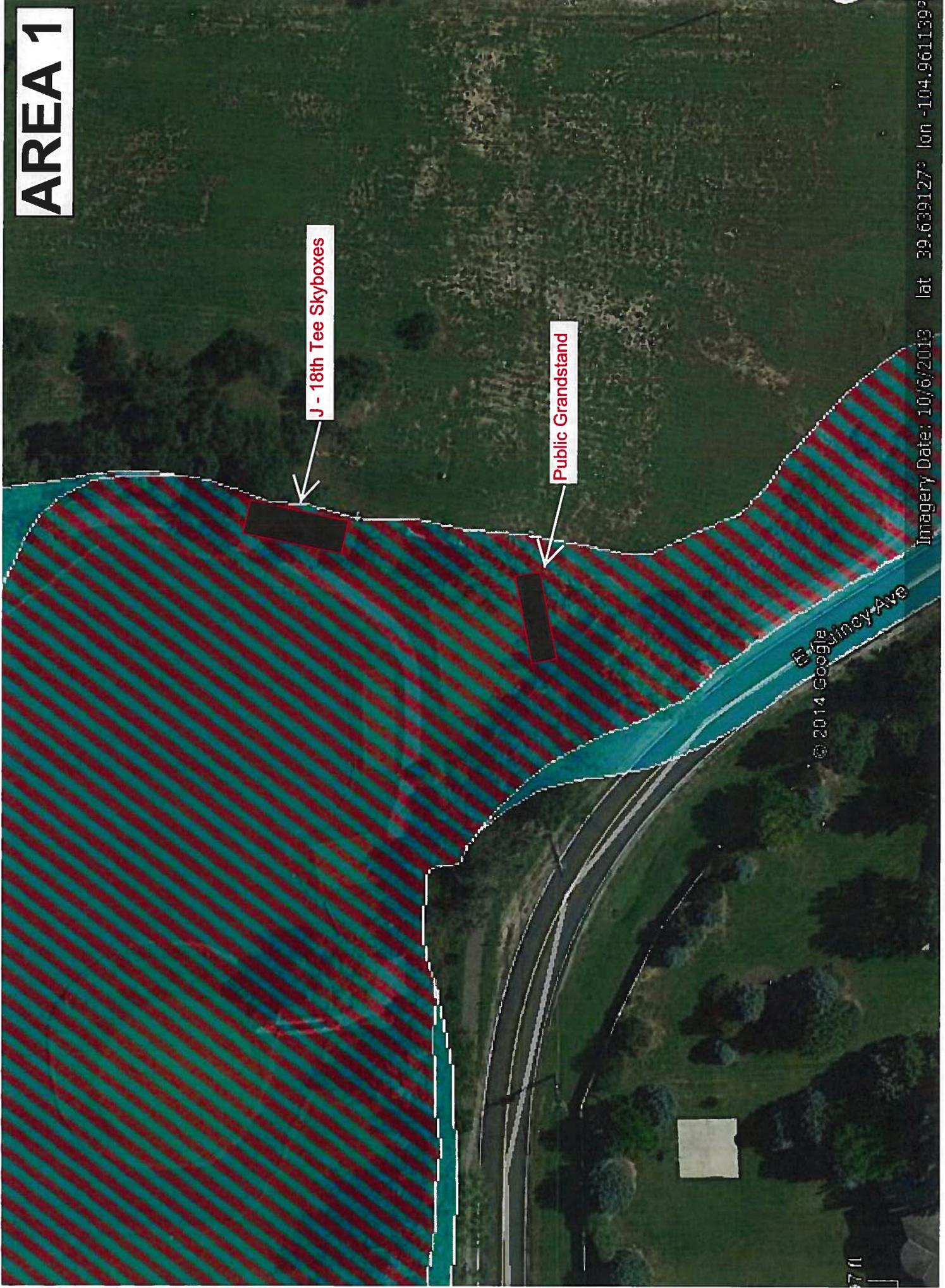
AREA 1

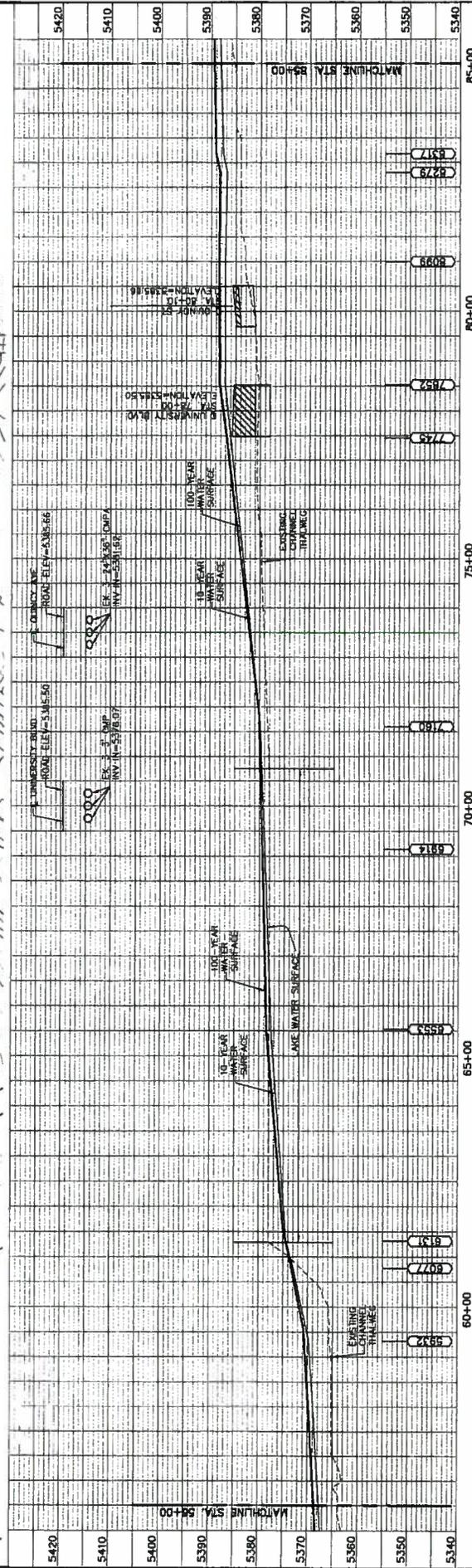
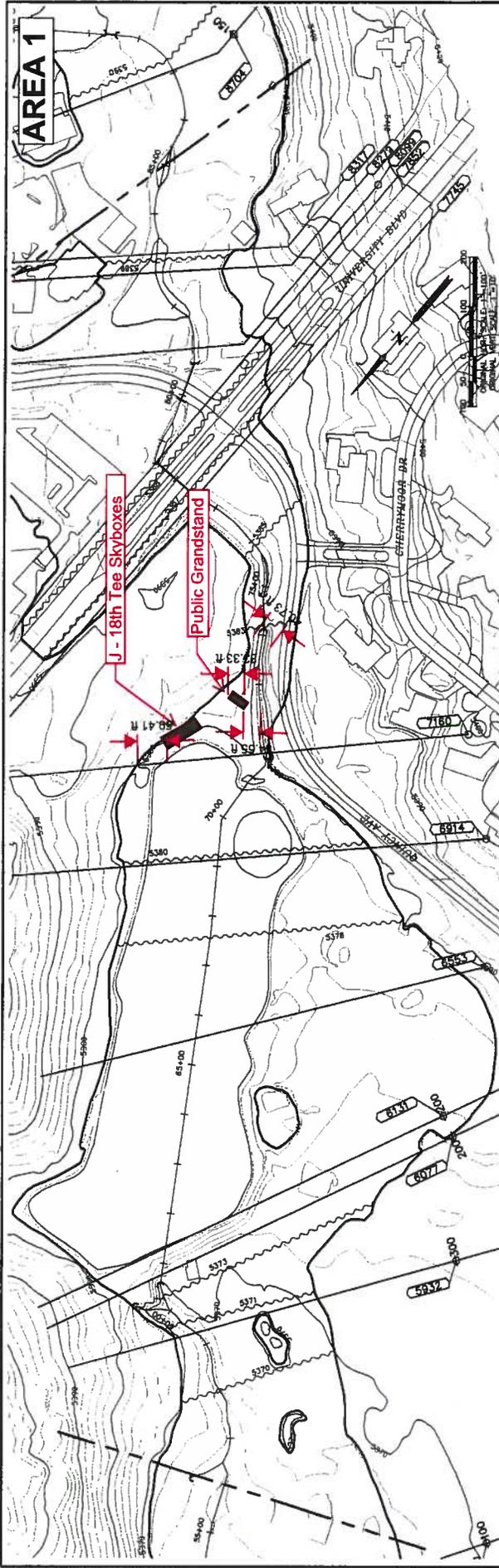
J - 18th Tee Skyboxes

Public Grandstand

© 2014 Google
Jinncy Ave

Imagery Date: 10/6/2013 lat 39.639127° lon -104.961139°





STATION	GROUND SURFACE	10-YEAR WATER SURFACE	100-YEAR WATER SURFACE	EXISTING CHANNEL THALWEG	LAKE WATER SURFACE
5420					
5410					
5400					
5390					
5380					
5370					
5360					
5350					
5340					

AREA 1

J - 18th Tee Skyboxes

Public Grandstand

ARAPACOE COUNTY - BEAVER WATER DEPARTMENT
LITTLETON, COLORADO - USE OF CHANNELS IN URBAN
SOUTH SUBURBAN PARKS AND RECREATION DISTRICT
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

FLOOD HAZARD AREA DELINEATION FOR LITTLE DRY CREEK (ARAPACOE) AND TRIBUTARIES

PLAN AND PROFILE GREENWOOD GULCH STA. 58+00 TO STA. 65+00

ENGINEERING INC.
 1200 S. UNIVERSITY BLVD.
 DENVER, CO 80202
 PHONE: (303) 733-3333
 FAX: (303) 733-3333

WRC
 1200 S. UNIVERSITY BLVD.
 DENVER, CO 80202
 PHONE: (303) 733-3333
 FAX: (303) 733-3333

DESIGNED BY: [Name] DATE: 4/15/02
 CHECKED BY: [Name] DATE: 4/15/02
 DRAWN BY: [Name] DATE: 4/15/02
 DATE FLOWN: 12/05/01

AREA 2

H- 12th Hole Chalets

Google earth

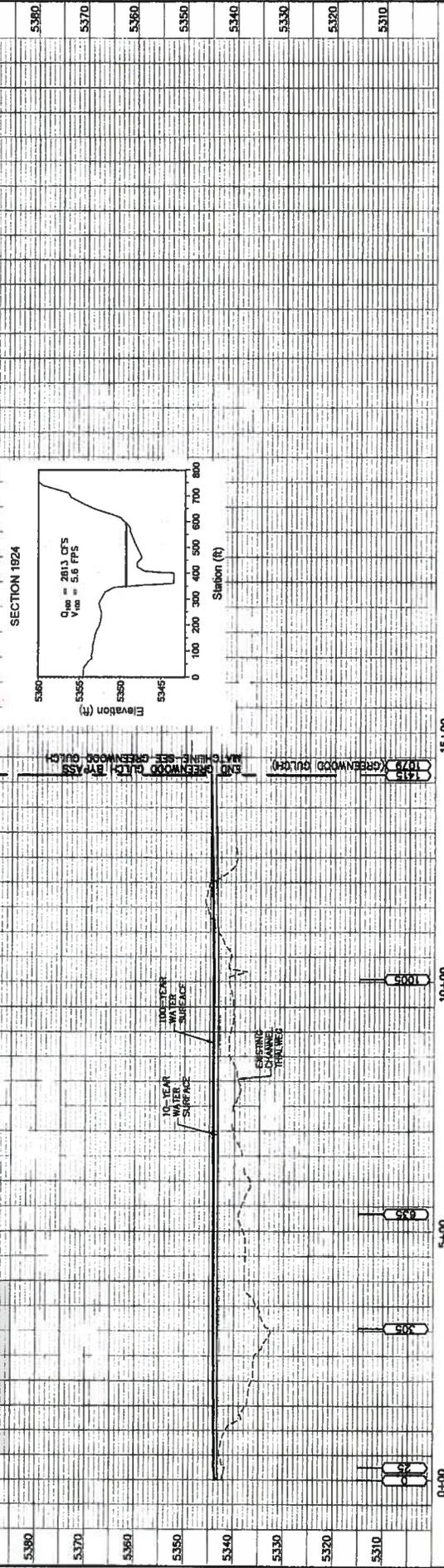
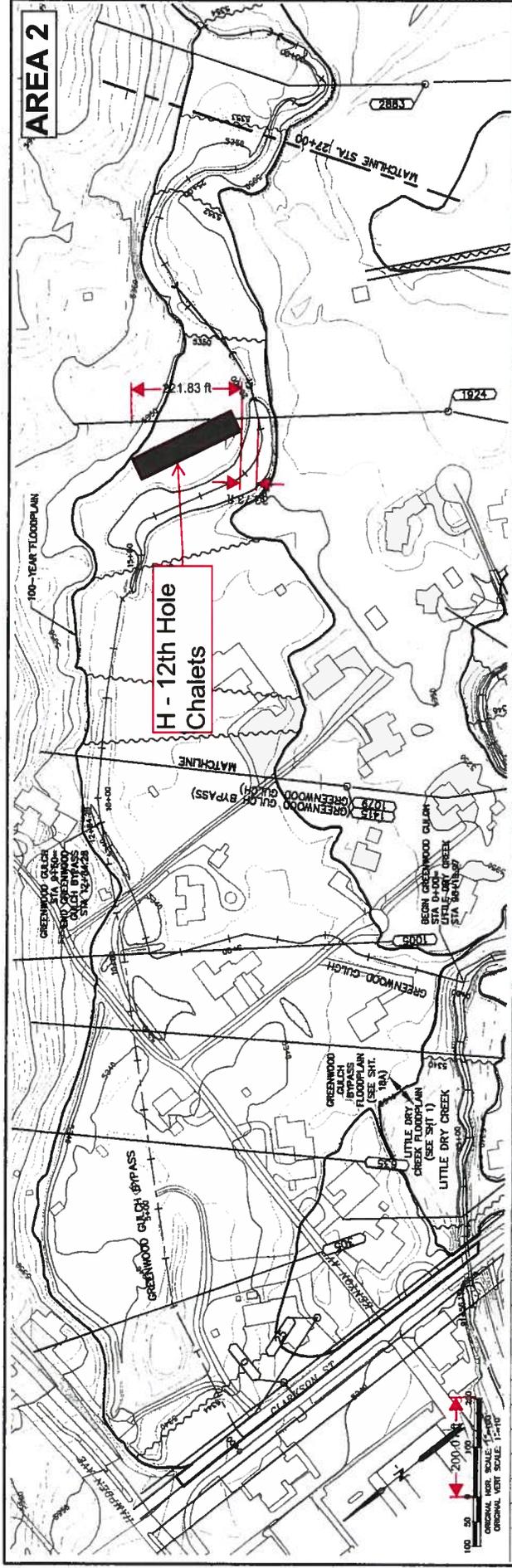
Imagery Date: 10/6/2013, 14: 29:04Z, Lat: 33.047224, Lon: -104.970057, Elev: 5357 ft, Eye Alt: 6191 ft

© 2014 Google

150 ft

1000





Station (ft)	10-Year Water Surface Elevation (ft)	Existing Channel Thalweg Elevation (ft)
0	5310	5310
100	5315	5310
200	5325	5310
300	5335	5310
400	5340	5310
500	5340	5310
600	5340	5310
700	5340	5310
800	5340	5310

PLAN AND PROFILE
GREENWOOD GULCH BYPASS
 STA. 0+00 TO STA. 14+15

FLOOD HAZARD AREA DELINEATION
FOR LITTLE DRY CREEK (ARAPCO)
AND TRIBUTARIES

ARAPAHOE COUNTY, DENVER, DENVER WATER DEPARTMENT
LITTLETON, GREENWOOD VILLAGE, CHERRY HILLS VILLAGE
SOUTH SUBURBAN PARKS AND RECREATION DISTRICT
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

WRC
ENGINEERS, INC.
 2020 PIAZZA DR. #200, DENVER, CO 80202
 PHONE: 303.733.1100 FAX: 303.733.1101

DESIGNED BY: MICHAEL SHAW & PARTNERS
DRAWN BY: G. SQUARED, L.L.C.
CHECKED BY: G. SQUARED, L.L.C.
DATE: 12/05/01

DATE: 12/05/01
CONTOUR INTERVAL: 2'

AREA 3



© 2014 Google

Google earth

Imagery Date: 10/6/2013 Lat: 32.631727 Lon: -104.6662197 elev: 5263 ft eye alt: 6397 ft

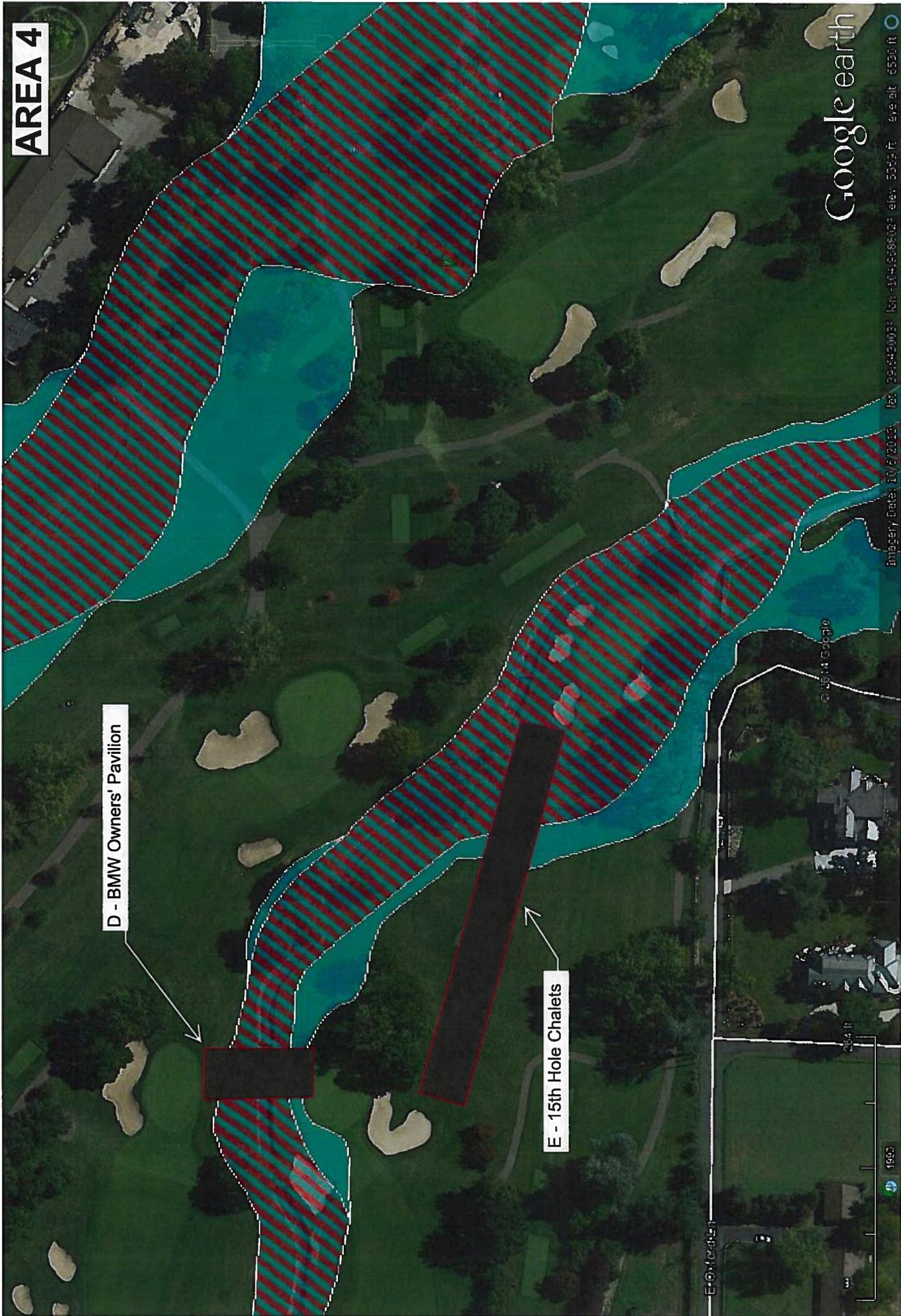
AREA 4

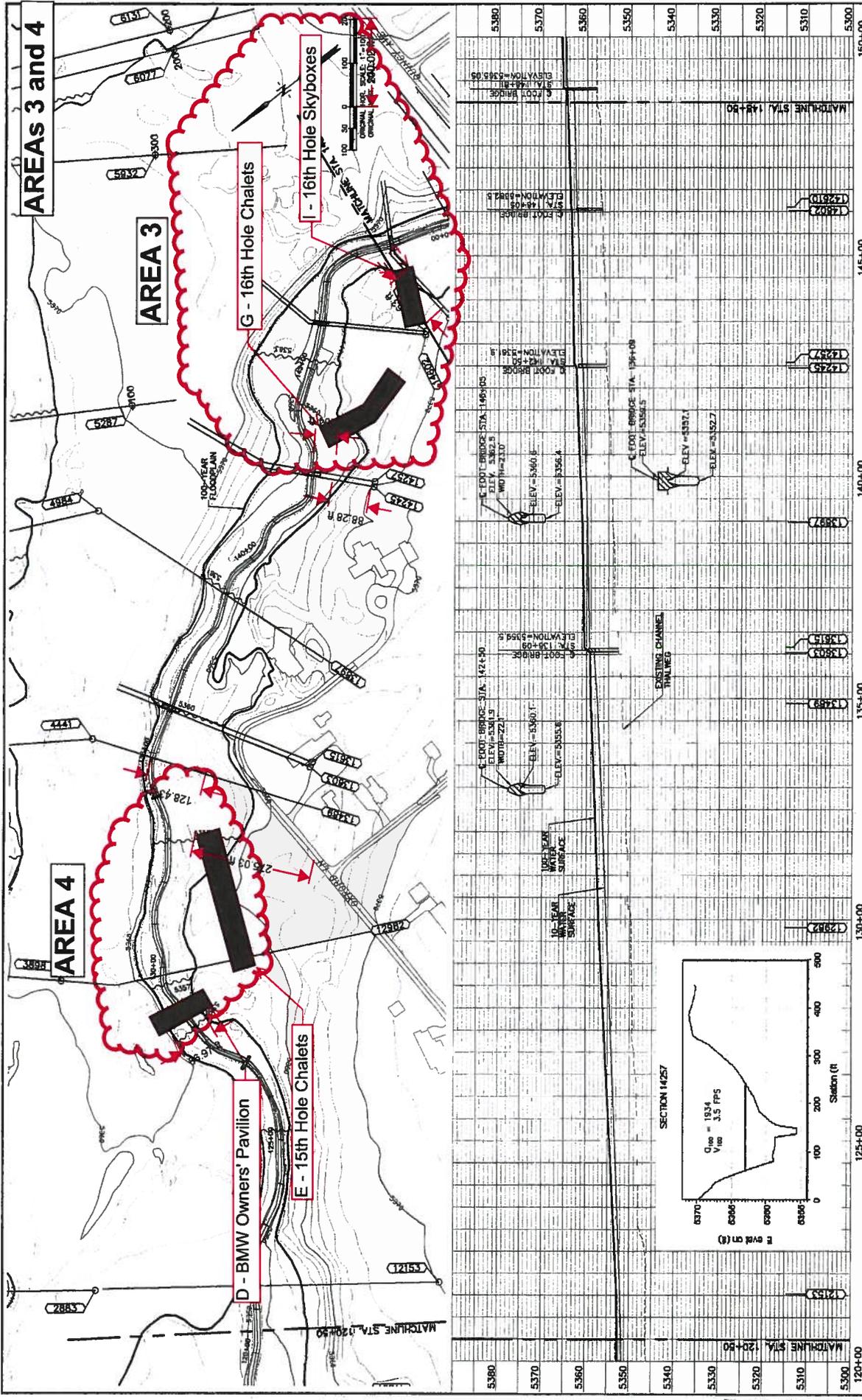
D - BMW Owners' Pavilion

E - 15th Hole Chalets

Google earth

Imagery Date: 10/6/2013 Lat: 39.642003 Lon: -104.688502 Elev: 5322 ft Eye Alt: 6530 ft





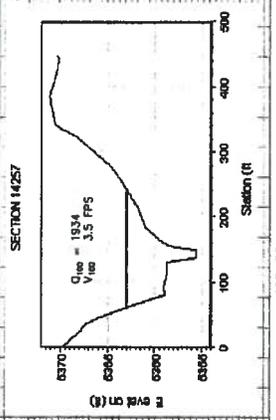
120+00	125+00	130+00	135+00	140+00	145+00	150+00
5380	5370	5360	5350	5340	5330	5320
5310	5300	5290	5280	5270	5260	5250
5240	5230	5220	5210	5200	5190	5180
5170	5160	5150	5140	5130	5120	5110
5100	5090	5080	5070	5060	5050	5040
5030	5020	5010	5000	4990	4980	4970
4960	4950	4940	4930	4920	4910	4900
4890	4880	4870	4860	4850	4840	4830
4820	4810	4800	4790	4780	4770	4760
4750	4740	4730	4720	4710	4700	4690
4680	4670	4660	4650	4640	4630	4620
4610	4600	4590	4580	4570	4560	4550
4540	4530	4520	4510	4500	4490	4480
4470	4460	4450	4440	4430	4420	4410
4400	4390	4380	4370	4360	4350	4340
4330	4320	4310	4300	4290	4280	4270
4260	4250	4240	4230	4220	4210	4200
4190	4180	4170	4160	4150	4140	4130
4120	4110	4100	4090	4080	4070	4060
4050	4040	4030	4020	4010	4000	3990
3980	3970	3960	3950	3940	3930	3920
3910	3900	3890	3880	3870	3860	3850
3840	3830	3820	3810	3800	3790	3780
3770	3760	3750	3740	3730	3720	3710
3700	3690	3680	3670	3660	3650	3640
3630	3620	3610	3600	3590	3580	3570
3560	3550	3540	3530	3520	3510	3500
3490	3480	3470	3460	3450	3440	3430
3420	3410	3400	3390	3380	3370	3360
3350	3340	3330	3320	3310	3300	3290
3280	3270	3260	3250	3240	3230	3220
3210	3200	3190	3180	3170	3160	3150
3140	3130	3120	3110	3100	3090	3080
3070	3060	3050	3040	3030	3020	3010
3000	2990	2980	2970	2960	2950	2940
2930	2920	2910	2900	2890	2880	2870
2860	2850	2840	2830	2820	2810	2800
2790	2780	2770	2760	2750	2740	2730
2720	2710	2700	2690	2680	2670	2660
2650	2640	2630	2620	2610	2600	2590
2580	2570	2560	2550	2540	2530	2520
2510	2500	2490	2480	2470	2460	2450
2440	2430	2420	2410	2400	2390	2380
2370	2360	2350	2340	2330	2320	2310
2300	2290	2280	2270	2260	2250	2240
2230	2220	2210	2200	2190	2180	2170
2160	2150	2140	2130	2120	2110	2100
2090	2080	2070	2060	2050	2040	2030
2020	2010	2000	1990	1980	1970	1960
1950	1940	1930	1920	1910	1900	1890
1880	1870	1860	1850	1840	1830	1820
1810	1800	1790	1780	1770	1760	1750
1740	1730	1720	1710	1700	1690	1680
1670	1660	1650	1640	1630	1620	1610
1600	1590	1580	1570	1560	1550	1540
1530	1520	1510	1500	1490	1480	1470
1460	1450	1440	1430	1420	1410	1400
1390	1380	1370	1360	1350	1340	1330
1320	1310	1300	1290	1280	1270	1260
1250	1240	1230	1220	1210	1200	1190
1180	1170	1160	1150	1140	1130	1120
1110	1100	1090	1080	1070	1060	1050
1040	1030	1020	1010	1000	990	980
970	960	950	940	930	920	910
900	890	880	870	860	850	840
830	820	810	800	790	780	770
760	750	740	730	720	710	700
690	680	670	660	650	640	630
620	610	600	590	580	570	560
550	540	530	520	510	500	490
480	470	460	450	440	430	420
410	400	390	380	370	360	350
340	330	320	310	300	290	280
270	260	250	240	230	220	210
200	190	180	170	160	150	140
130	120	110	100	90	80	70
60	50	40	30	20	10	0

PLAN AND PROFILE
LITTLE DRY CREEK
STA. 120+50 TO STA. 148+80

FLOOD HAZARD AREA DELINEATION
FOR LITTLE DRY CREEK (ARAPCO)
AND TRIBUTARIES

ARAPAHOE COUNTY - DENVER WATER DEPARTMENT
LITTLETON - GREENWOOD VILLAGE - CHERRY HILLS VILLAGE
SOUTH PLATTSBURGH - WINDSOR DISTRICT
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

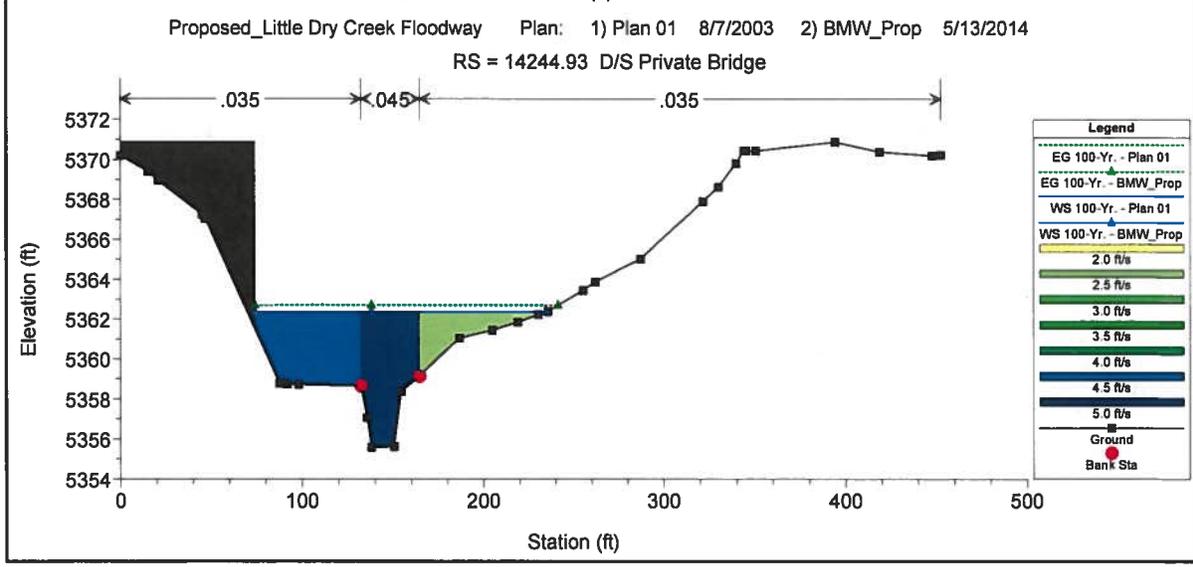
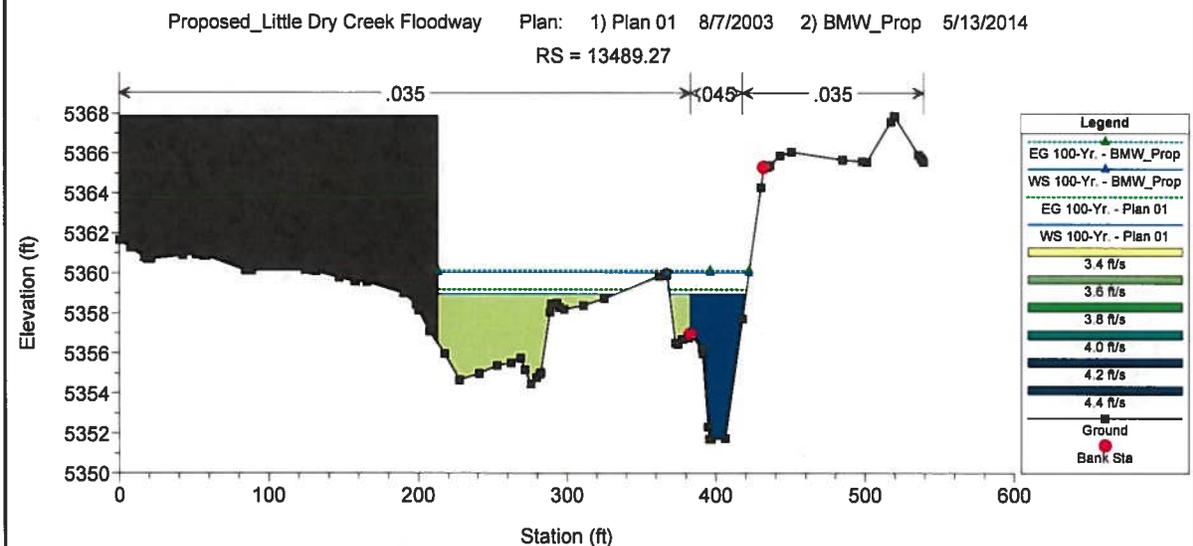
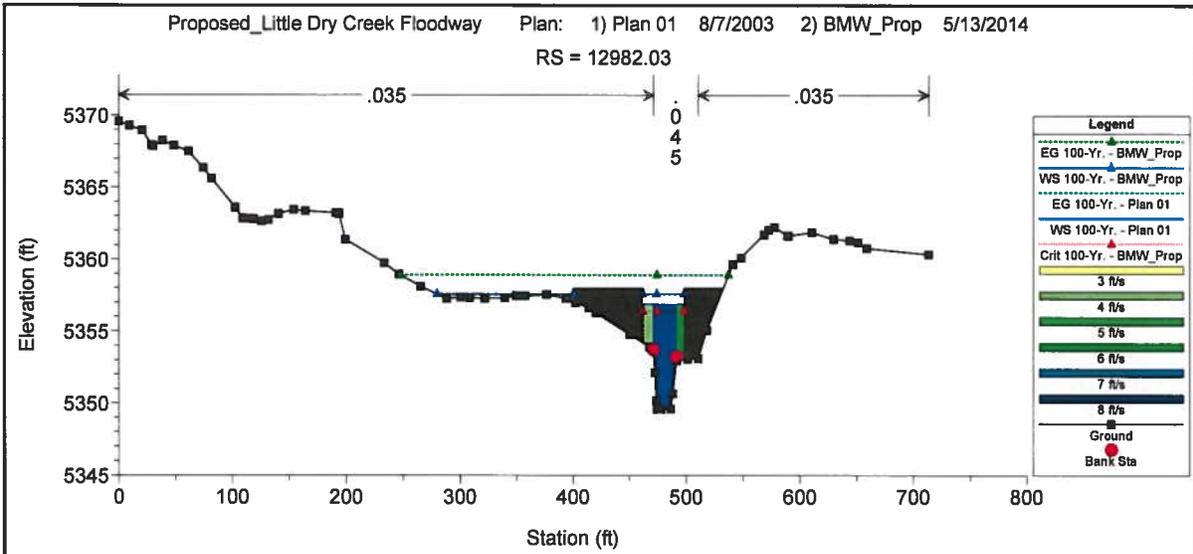
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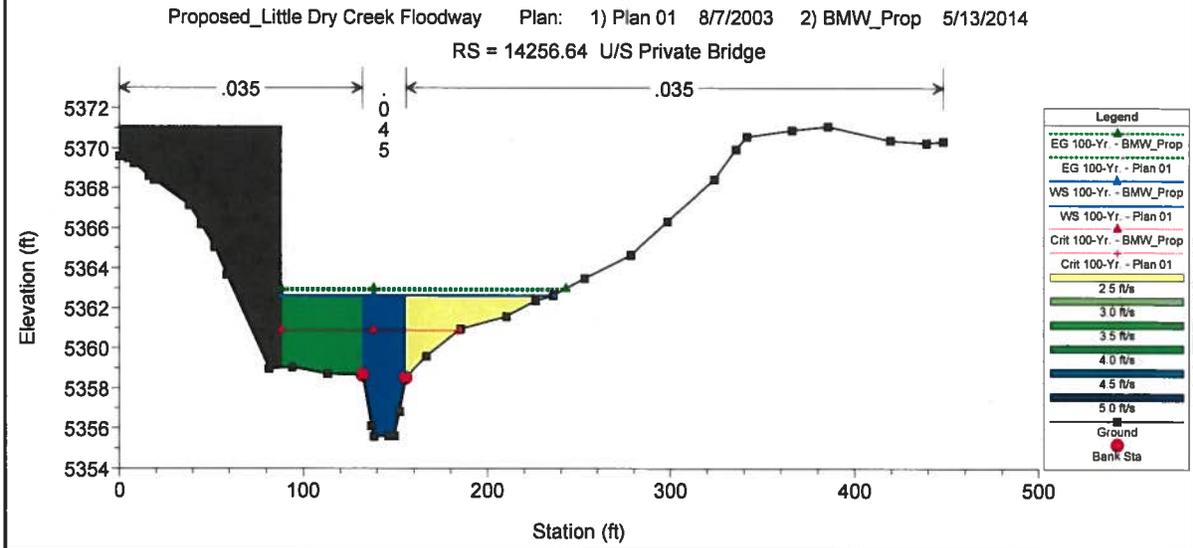
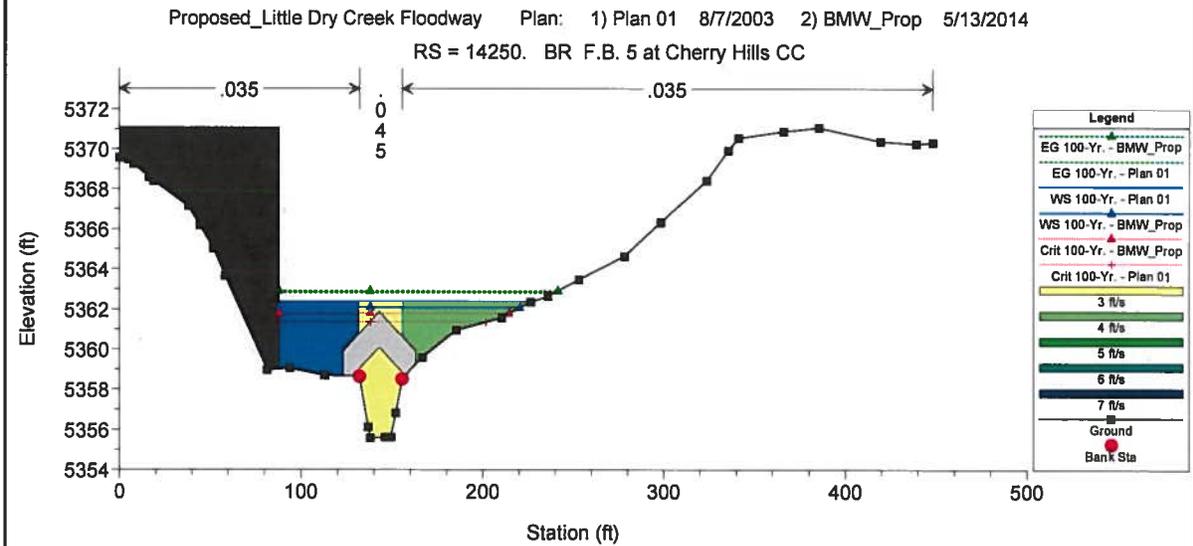
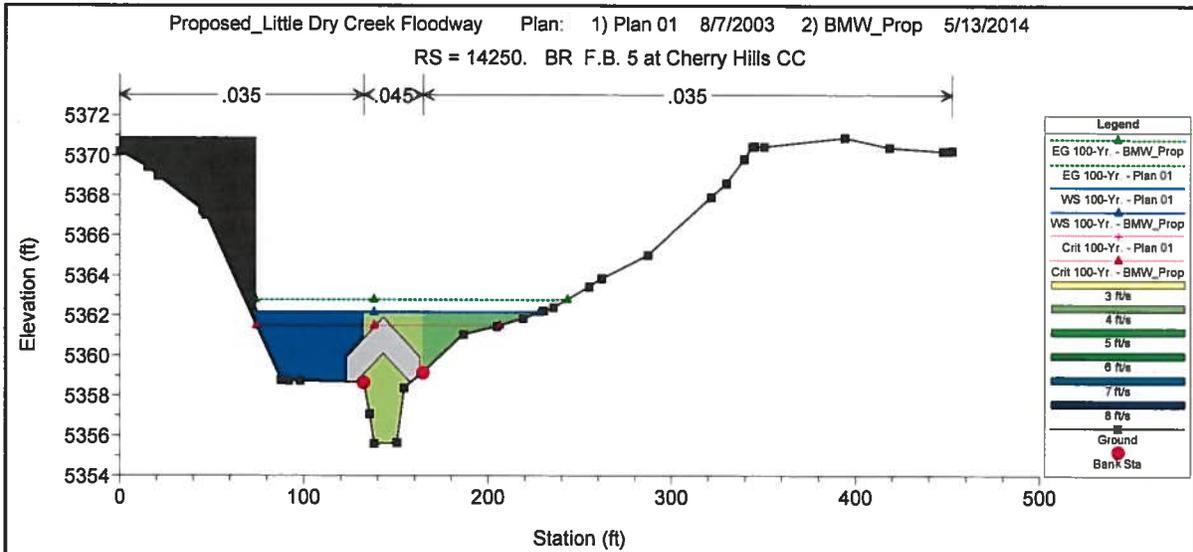


GROUND CONTROL SURVEY BY: MOUNTAIN SURVEY & MAPPING
TOPOGRAPHIC SURVEY BY: G-SQUARED, L.L.C.
CONTIGUOUS INTERVAL: 2

Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
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Attachment C: HEC-RAS Cross Section Geometries – Little Dry Creek

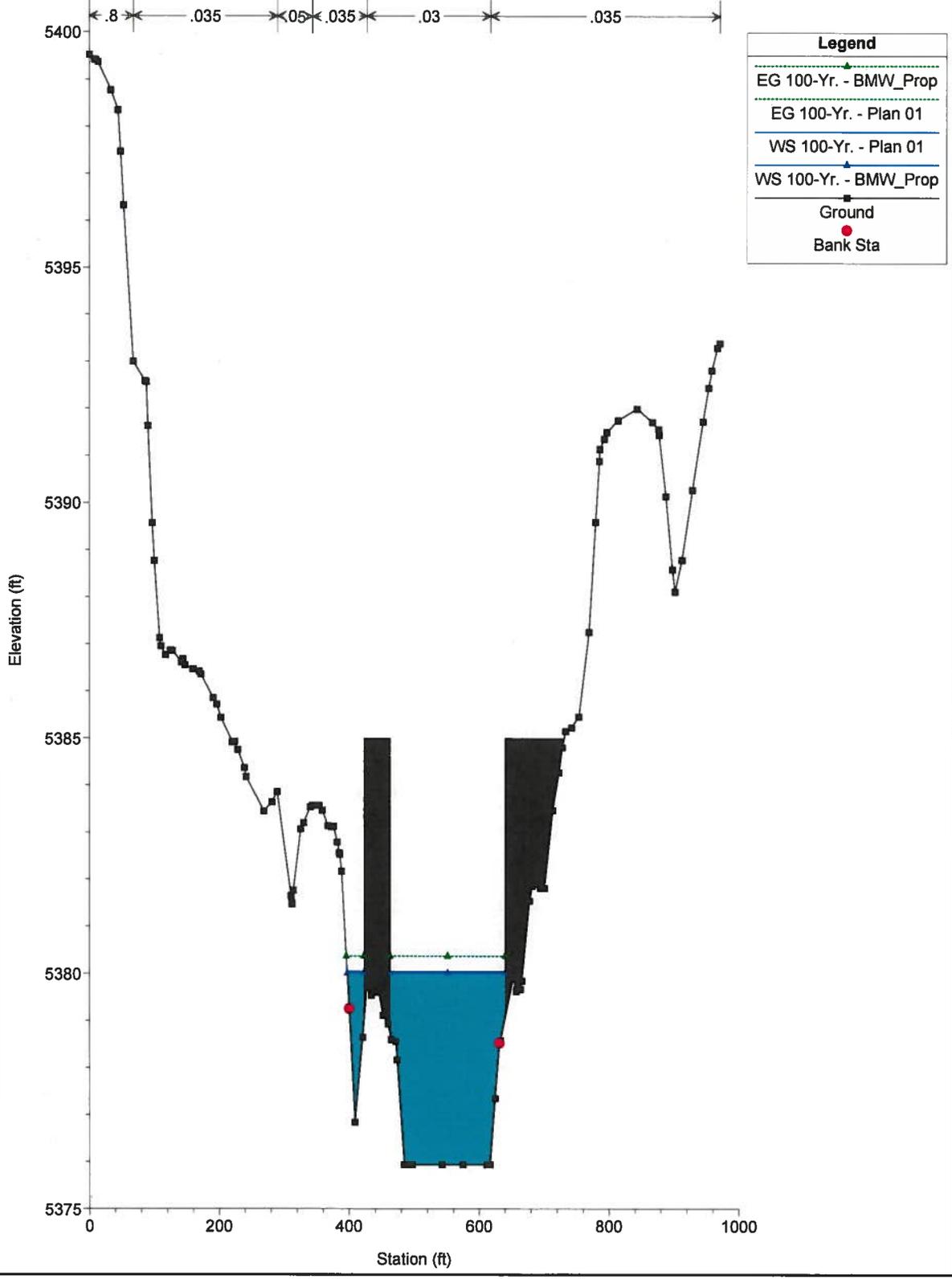




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City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
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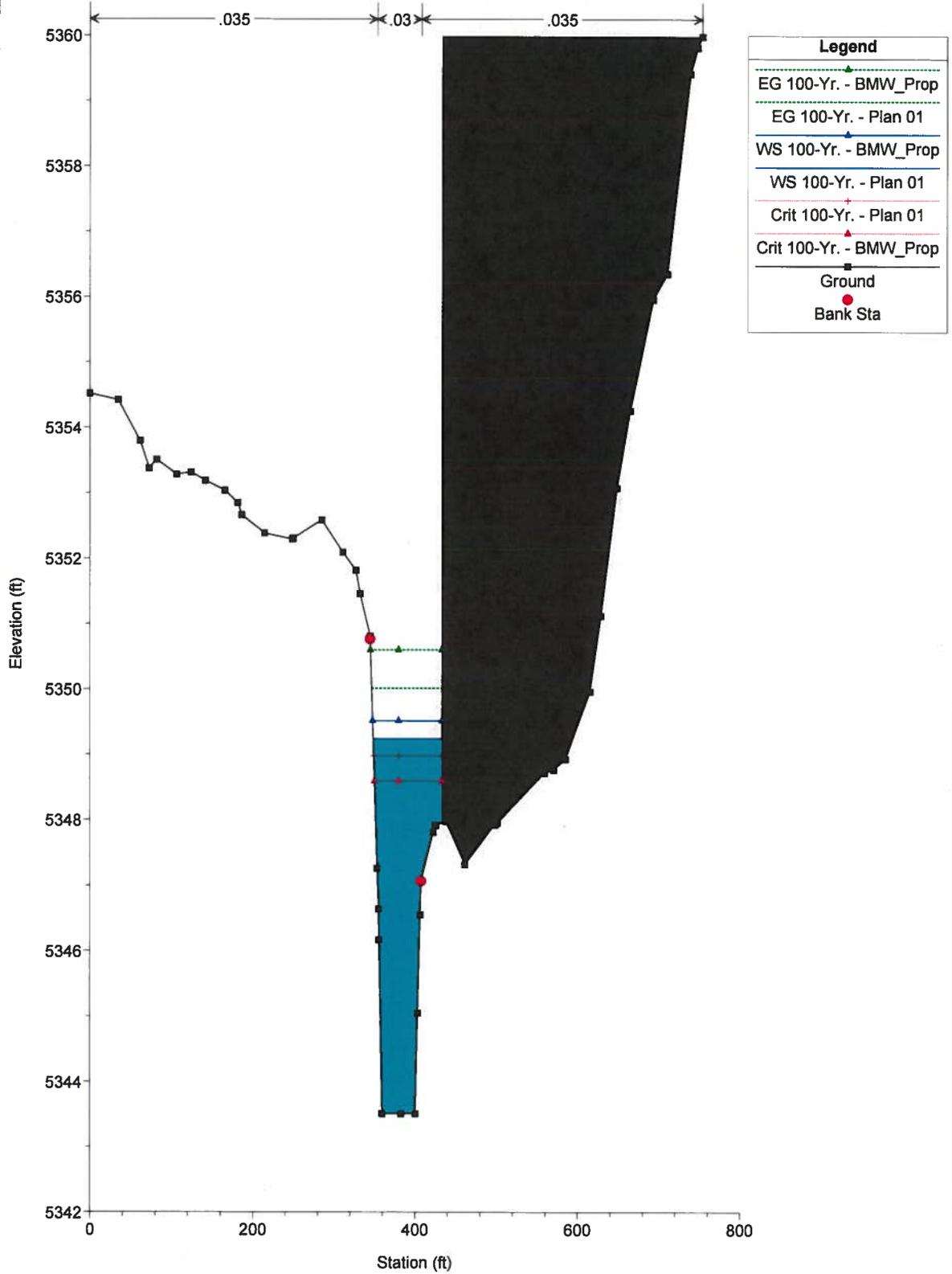
Attachment D: HEC-RAS Cross Section Geometries – Greenwood Gulch

Proposed_Little Dry Creek Floodway Plan: 1) Plan 01 8/7/2003 2) BMW_Prop 5/12/2014
 RS = 7160.123



Proposed_Little Dry Creek Floodway Plan: 1) Plan 01 8/7/2003 2) BMW_Prop 5/12/2014

RS = 1923.619



Mr. Rob Zuccaro
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
May 14, 2014
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Attachment E: HEC-RAS Output Tables – Temporary Structures

HEC-RAS River: LDC Reach: Greenwood_lower Profile: 100-Yr.

Reach	River Sta	Profile	Plan	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope
				(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)
Greenwood_lower	8088.853	100-Yr.	Plan 01	3291.00	5383.08	5388.42		5388.50	0.000652
Greenwood_lower	8088.853	100-Yr.	BMW_Prop	3291.00	5383.08	5388.39		5388.47	0.000679
Greenwood_lower	7851.699	100-Yr.	Plan 01	3291.00	5380.57	5388.23	5385.89	5388.35	0.000638
Greenwood_lower	7851.699	100-Yr.	BMW_Prop	3291.00	5380.57	5388.19	5385.89	5388.31	0.000658
Greenwood_lower	7851.599			Culvert					
Greenwood_lower	7744.694	100-Yr.	Plan 01	3291.00	5381.89	5386.74	5386.74	5387.64	0.014062
Greenwood_lower	7744.694	100-Yr.	BMW_Prop	3291.00	5381.89	5386.74	5386.74	5387.64	0.014062
Greenwood_lower	7180.123	100-Yr.	Plan 01	3291.00	5375.94	5380.04		5380.37	0.001962
Greenwood_lower	7180.123	100-Yr.	BMW_Prop	3291.00	5375.94	5380.01		5380.37	0.001810
Greenwood_lower	6913.580	100-Yr.	Plan 01	3291.00	5375.94	5379.94	5379.94	5380.05	0.000656
Greenwood_lower	6913.580	100-Yr.	BMW_Prop	3291.00	5375.94	5379.94	5379.94	5380.05	0.000656

HEC-RAS River LDC Reach Greenwood_lower Profile 100-Yr

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit WS (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Greenwood_lower	6613.580	100-Yr	Plan 01	3291.00	5375.94	5379.94	5379.94	5380.05	0.000658	1.86	1287.79	500.49	0.22
Greenwood_lower	6613.580	100-Yr	BMW_Prop	3291.00	5375.94	5379.94	5379.94	5380.05	0.000658	1.86	1287.79	500.49	0.22
Greenwood_lower	6553.044	100-Yr	Plan 01	3291.00	5375.94	5378.50	5377.79	5378.81	0.004341	1.20	747.07	414.02	0.33
Greenwood_lower	6553.044	100-Yr	BMW_Prop	3291.00	5375.94	5378.53	5377.79	5378.60	0.000712	2.38	1546.67	765.01	0.28
Greenwood_lower	6131.399	100-Yr	Plan 01	3291.00	5375.94	5375.00	5375.00	5375.53	0.017591		561.15	527.76	0.00
Greenwood_lower	6131.399	100-Yr	BMW_Prop	3291.00	5375.94	5374.99	5374.99	5375.53	0.017951		557.54	527.29	0.00
Greenwood_lower	6076.637	100-Yr	Plan 01	3291.00	5372.03	5373.81	5373.81	5374.28	0.012712	4.64	598.75	596.93	0.69
Greenwood_lower	6076.637	100-Yr	BMW_Prop	3291.00	5372.03	5373.81	5373.81	5374.28	0.012727	4.64	598.45	596.84	0.69
Greenwood_lower	5931.511	100-Yr	Plan 01	2813.00	5365.74	5370.80	5370.80	5371.54	0.014517	7.86	448.96	290.49	0.83
Greenwood_lower	5931.511	100-Yr	BMW_Prop	2813.00	5365.74	5370.81	5370.81	5371.54	0.014417	7.86	448.24	291.03	0.83
Greenwood_lower	5287.468	100-Yr	Plan 01	2813.00	5361.48	5366.93		5367.10	0.002758	3.63	888.10	449.63	0.37
Greenwood_lower	5287.468	100-Yr	BMW_Prop	2813.00	5361.48	5366.93		5367.10	0.002748	3.63	889.41	449.85	0.37
Greenwood_lower	4983.968	100-Yr	Plan 01	2813.00	5360.88	5365.67		5366.01	0.005439	5.21	819.87	308.14	0.52
Greenwood_lower	4983.968	100-Yr	BMW_Prop	2813.00	5360.88	5365.59		5365.96	0.005080	5.42	597.11	305.21	0.55
Greenwood_lower	4441.170	100-Yr	Plan 01	2813.00	5356.72	5361.67	5360.94	5362.35	0.009059	6.62	424.93	142.66	0.68
Greenwood_lower	4441.170	100-Yr	BMW_Prop	2813.00	5356.72	5361.62	5360.94	5362.50	0.007037	6.11	460.77	145.19	0.60
Greenwood_lower	3897.846	100-Yr	Plan 01	2813.00	5352.76	5358.67		5359.15	0.004110	6.53	550.78	259.32	0.59
Greenwood_lower	3897.846	100-Yr	BMW_Prop	2813.00	5352.76	5358.39	5358.10	5359.02	0.005975	7.48	479.54	244.66	0.70
Greenwood_lower	2883.385	100-Yr	Plan 01	2813.00	5348.68	5353.67	5353.58	5354.31	0.007464	7.17	487.34	305.45	0.78
Greenwood_lower	2883.385	100-Yr	BMW_Prop	2813.00	5348.68	5354.00		5354.42	0.004436	5.91	588.05	312.76	0.60
Greenwood_lower	1923.619	100-Yr	Plan 01	2813.00	5343.51	5349.25	5348.98	5350.02	0.003184	7.76	504.18	245.78	0.62
Greenwood_lower	1923.619	100-Yr	BMW_Prop	2813.00	5343.51	5349.52	5348.59	5350.60	0.003706	8.59	354.02	85.11	0.67
Greenwood_lower	1078.930	100-Yr	Plan 01	2813.00	5340.52	5344.91	5344.91	5345.49	0.011076	7.58	508.18	388.42	0.74
Greenwood_lower	1078.930	100-Yr	BMW_Prop	2813.00	5340.52	5344.91	5344.91	5345.49	0.011087	7.58	507.99	388.40	0.74

HEC-RAS River LDC Reach: LDC Profile 100-Yr

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W S Elev (ft)	Crit W 8. (ft)	EG Elev (ft)	EG Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
LDC	15235.09	100-Yr	Plan 01	2308.00	5360.52	5368.37	5365.20	5368.94	0.003165	6.07	380.18	62.24	0.42
LDC	15235.09	100-Yr	BMW_Prop	2308.00	5360.52	5368.37	5365.20	5368.94	0.003169	6.07	380.01	61.96	0.42
LDC	15234.99		Bridge										
LDC	15179.18	100-Yr	Plan 01	1934.00	5360.09	5367.01		5367.84	0.006047	7.27	266.03	55.35	0.58
LDC	15179.18	100-Yr	BMW_Prop	1934.00	5360.09	5367.02		5367.84	0.006032	7.26	266.27	55.38	0.58
LDC	15119.77	100-Yr	Plan 01	1934.00	5359.95	5366.80	5366.31	5367.36	0.005407	7.17	348.99	147.01	0.51
LDC	15119.77	100-Yr	BMW_Prop	1934.00	5359.95	5366.81	5366.31	5367.36	0.005363	7.15	350.06	147.15	0.51
LDC	15108		Bridge										
LDC	15097.39	100-Yr	Plan 01	1934.00	5358.85	5366.11	5366.11	5367.04	0.010786	9.07	274.25	133.97	0.68
LDC	15097.39	100-Yr	BMW_Prop	1934.00	5358.85	5366.42		5367.09	0.007313	7.74	316.81	139.29	0.56
LDC	15024.81	100-Yr	Plan 01	1934.00	5357.80	5365.81		5366.38	0.004733	7.26	348.87	134.28	0.48
LDC	15024.81	100-Yr	BMW_Prop	1934.00	5357.80	5366.31		5366.69	0.002921	5.97	419.22	145.21	0.38
LDC	14885.02	100-Yr	Plan 01	1934.00	5357.80	5365.45	5364.69	5365.82	0.002965	5.99	456.65	201.82	0.41
LDC	14885.02	100-Yr	BMW_Prop	1934.00	5357.80	5365.93	5364.36	5366.33	0.002497	5.75	396.67	102.23	0.38
LDC	14881		Bridge										
LDC	14876.54	100-Yr	Plan 01	1934.00	5357.80	5364.65	5364.65	5365.51	0.007358	8.67	310.27	172.99	0.63
LDC	14876.54	100-Yr	BMW_Prop	1934.00	5357.80	5364.42	5364.42	5365.46	0.009028	9.35	263.56	113.60	0.70
LDC	14809.69	100-Yr	Plan 01	1934.00	5356.37	5363.57	5361.98	5363.84	0.002597	4.15	471.07	144.25	0.37
LDC	14809.69	100-Yr	BMW_Prop	1934.00	5356.37	5363.69	5361.98	5363.94	0.002319	4.00	488.32	145.42	0.35
LDC	14805		Bridge										
LDC	14801.9	100-Yr	Plan 01	1934.00	5356.36	5363.42	5362.14	5363.72	0.003081	4.65	441.23	146.04	0.40
LDC	14801.9	100-Yr	BMW_Prop	1934.00	5356.36	5363.57	5362.14	5363.84	0.002660	4.42	462.72	147.34	0.37
LDC	14258.64	100-Yr	Plan 01	1934.00	5355.59	5362.63	5360.86	5362.89	0.001907	4.72	499.92	171.72	0.33
LDC	14258.64	100-Yr	BMW_Prop	1934.00	5355.59	5362.65	5360.91	5362.99	0.002296	5.19	447.81	148.10	0.36
LDC	14250		Bridge										
LDC	14244.93	100-Yr	Plan 01	1934.00	5355.59	5362.37		5362.69	0.002523	4.88	452.45	165.48	0.37
LDC	14244.93	100-Yr	BMW_Prop	1934.00	5355.59	5362.36		5362.69	0.002499	4.85	448.84	160.95	0.37
LDC	13897.12	100-Yr	Plan 01	1934.00	5354.11	5360.98		5361.53	0.004377	6.78	335.25	105.72	0.49
LDC	13897.12	100-Yr	BMW_Prop	1934.00	5354.11	5360.98		5361.53	0.004377	6.78	335.25	105.72	0.49
LDC	13615.08	100-Yr	Plan 01	1934.00	5352.72	5360.43	5359.08	5360.65	0.001920	4.53	521.55	176.15	0.31
LDC	13615.08	100-Yr	BMW_Prop	1934.00	5352.72	5360.43	5359.09	5360.65	0.001922	4.53	521.37	176.13	0.31
LDC	13609		Bridge										
LDC	13603.36	100-Yr	Plan 01	1934.00	5352.62	5359.17	5359.17	5359.95	0.009468	8.69	300.20	158.71	0.67
LDC	13603.36	100-Yr	BMW_Prop	1934.00	5352.62	5360.06	5359.17	5360.38	0.003013	5.45	447.95	173.21	0.39
LDC	13489.27	100-Yr	Plan 01	1934.00	5351.71	5358.99		5359.21	0.002303	4.16	523.46	194.40	0.34
LDC	13489.27	100-Yr	BMW_Prop	1934.00	5351.71	5360.02		5360.14	0.001015	3.09	693.24	209.17	0.24
LDC	12982.03	100-Yr	Plan 01	1934.00	5349.60	5356.92		5357.53	0.004948	7.39	338.45	123.75	0.51
LDC	12982.03	100-Yr	BMW_Prop	1934.00	5349.60	5357.58	5356.39	5358.91	0.008161	10.11	233.39	156.42	0.68

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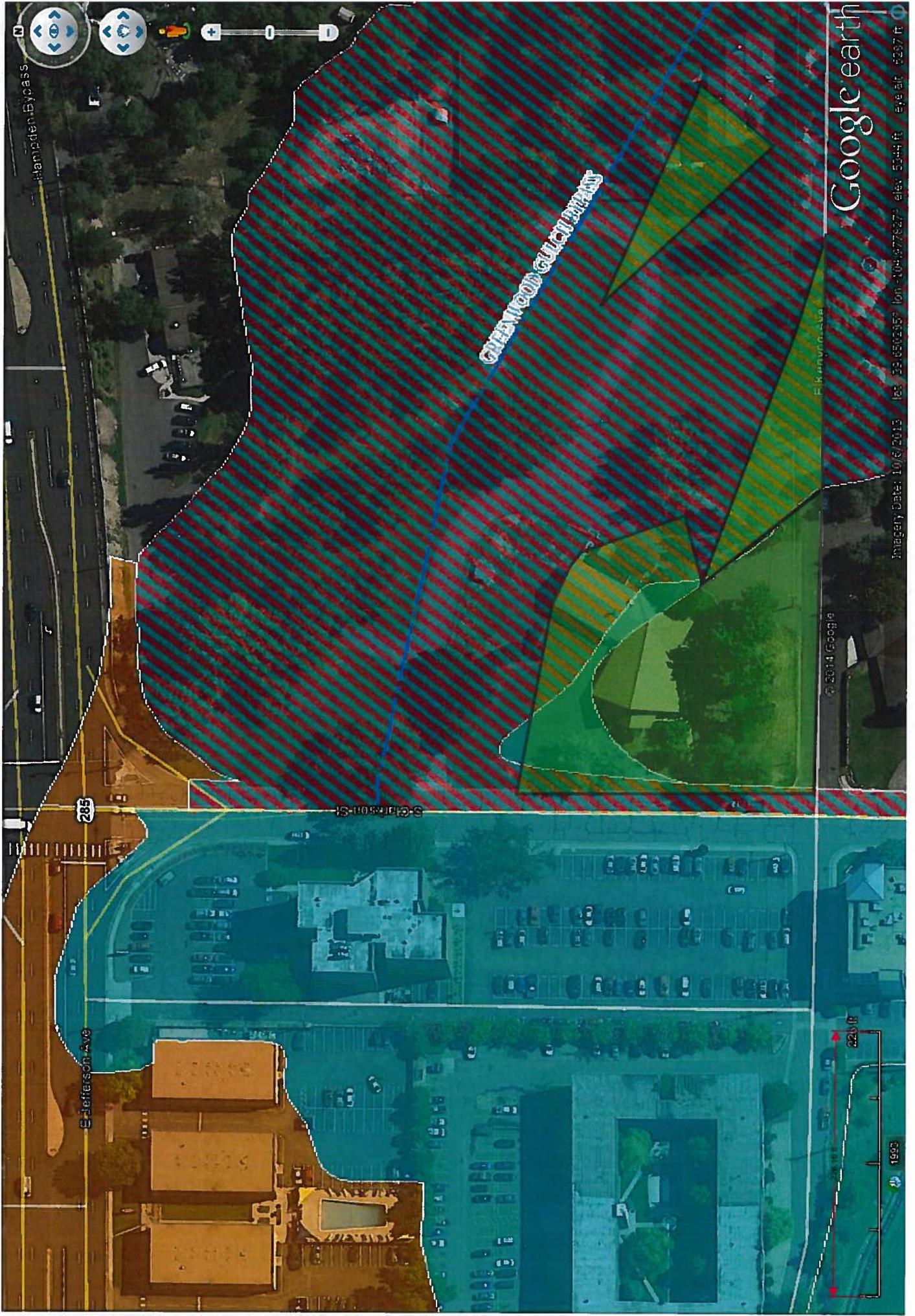
Attachment F: HEC-RAS Output Tables – Floatable Debris Blockage

HEC-RAS River: LDC Reach: LDC Profile: 100-Yr.

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
LDC	12152.53	100-Yr.	Plan 01	1934.00	5346.22	5352.87		5353.41	0.005123	6.17	354.67	180.18	0.53
LDC	12152.53	100-Yr.	BMW_wDebris	1934.00	5346.22	5352.87		5353.41	0.005123	6.17	354.67	180.18	0.53
LDC	11851.36	100-Yr.	Plan 01	1934.00	5344.54	5351.74	5351.30	5352.07	0.003623	5.83	538.03	480.48	0.44
LDC	11851.36	100-Yr.	BMW_wDebris	1934.00	5344.54	5351.74	5351.30	5352.07	0.003623	5.83	538.03	480.48	0.44
LDC	11841.5		Bridge										
LDC	11832.08	100-Yr.	Plan 01	1934.00	5344.54	5351.34	5351.34	5351.86	0.005738	7.21	434.59	383.29	0.55
LDC	11832.08	100-Yr.	BMW_wDebris	1934.00	5344.54	5351.35	5351.35	5351.86	0.005727	7.21	434.96	383.37	0.55
LDC	11408.74	100-Yr.	Plan 01	1934.00	5341.65	5349.62	5348.09	5349.99	0.002647	6.02	454.83	186.43	0.39
LDC	11408.74	100-Yr.	BMW_wDebris	1934.00	5341.65	5349.69	5348.09	5350.04	0.002483	5.86	468.21	191.49	0.38
LDC	11405.		Bridge										
LDC	11402.8	100-Yr.	Plan 01	1934.00	5341.62	5349.40		5349.84	0.003198	6.54	414.06	171.63	0.43
LDC	11402.8	100-Yr.	BMW_wDebris	1934.00	5341.62	5349.51		5349.92	0.002885	6.28	434.85	181.44	0.41
LDC	11344.	100-Yr.	Plan 01	1934.00	5341.57	5349.34		5349.66	0.001946	5.09	459.09	146.04	0.34
LDC	11344.	100-Yr.	BMW_wDebris	1934.00	5341.57	5349.25		5349.74	0.002820	6.07	350.14	73.18	0.41

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Attachment G: 3600 Clarkson Staging Area



Google earth

Imagery Date: 10/6/2013 Lat: 33.6502357 Lon: -104.9778277 elev: 53.44 ft Eye alt: 6237 ft

© 2014 Google

FLORISSANT, MO

285

Jefferson Ave

S. CLIMSON ST

GLENWOOD CUL-DE-SAC

226 ft

1997

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

THIS MAJOR EVENT DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2014 by and between the City of Cherry Hills Village ("City"), and Western Golf Association, a non-profit corporation ("WGA") and Cherry Hills Country Club, a Colorado non-profit corporation ("CHCC") (collectively, "WGA/CHCC"), together referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

A. Authority

This Agreement is entered into pursuant to Section 16-21-70 of the Municipal Code of the City of Cherry Hills Village, Colorado (the "Code"). The Cherry Hills Village City Council has determined, pursuant to Code Section 16-21-70(a) that this written agreement memorializing the WGA/CHCC's obligations and duties in, and the conditions imposed upon, the conduct of the major event will be required.

B. Major Event Permit and Related Approvals

This Agreement governs the conduct of the 2014 BMW Championship, to be held at Cherry Hills Country Club from September 1-7, 2014, and such succeeding day or days as may be occasioned by any playoff or postponement of any round(s) (the "Event"), including preparation activities prior to, and remediation activities subsequent to, those dates. On _____, 2014, the City Council approved a Major Event Permit (the "Permit") for the Event. That permit document, including associated related approvals, is attached hereto as **Exhibit A**. The related approvals granted by the City in association with the Permit include:

1. Approval for the conduct of development activities within the floodway and floodplain pursuant to Code Sections 16-17-10 and 16-17-60.
2. Permission to install a 30 foot tall, temporary driving range fence extension located between the driving range and S. University Boulevard. The design and location of the fence shall be as depicted in **Exhibit B** with installation starting around August 1, 2014.
3. Approval of signage plan submitted as part of the Permit application which shall include an executed copy of an agreement between WGA/CHCC and a sign company evidencing the number, location, and size of no parking signs and sign conformance with the Code.
4. Permission for temporary use of City rights-of-way.
5. Permission to establish and operate a wireless communication facility on the Johnson property at the northeast corner of University Boulevard and Quincy Avenue or WGA/CHCC during the Event.

6. Permission to establish and operate mobile wireless communication facilities for television broadcasts pursuant to Code Section 16-16-130.
7. Consent to utilize S. University Boulevard for bus loading/unloading consistent with the special use permit issued by Colorado Department of Transportation, a copy of which shall be provided to the City on or before August 1, 2014.
8. Permission to use WGA/CHCC owned property located near the intersection of Ogden Street and Kenyon Avenue for activities ancillary to the tournament operations (staging, trailer storage, etc). No public parking shall be permitted on such property.

C. Obligations of WGA/CHCC

1. General Obligations.

- a. The WGA/CHCC will conduct the Event as described in the Final Permit Application dated _____, 2014 (the "Application") as conditionally approved by the City Council on _____, 2014. The representations made in the Application and the statements made by the WGA/CHCC to the Cherry Hills Village Planning Commission on April 22, 2014 and to the City Council on _____ and _____, 2014 are considered material representations, intended by the Parties to be included within the Application itself, and as conditions of the Permit. The obligations and conditions contained herein are each conditions of approval of the Permit for the Event.
- b. It is anticipated that the Event will conclude on September 7. If in order to determine a winner, including as a result of any play-off or postponement of any round or rounds or due to force majeure, the Event is prolonged, all provisions hereof shall continue to apply. If the Event is extended: (1) WGA/CHCC shall advise and consult with the City as soon as practical to ensure sufficient police officers and traffic control measures are available, and (2) all performance, restoration, cleanup and remediation dates herein continue to be met without change.

2. Site Plans.

- a. WGA/CHCC shall comply with each element of the site plans contained in the Application. Changes to the approved site plans may be authorized only with prior written approval of the City Manager.
- b. WGA/CHCC has provided the City with written documentation evidencing permission by adjacent and affected property owners to allow pedestrian

access, generators, and other encroachments onto private property associated with the Event.

- c. A TV Compound on the Howard Johnson Property with all building and equipment within the setback areas is described in the Application. Pedestrian access/amenities are also permitted on the Howard Johnson Property as described in the Application.
- d. The main entry for all pedestrians shall be through the main entrance to WGA/CHCC at University Boulevard. Additional access points for pedestrians include through the Howard Johnson property and along Cherry Hills Drive north of the CHCC driving range. Only emergency access and deliveries of supplies shall be allowed at the existing access from Quincy Avenue.
- e. WGA/CHCC shall comply with applicable City Code concerning building permits and inspections. The City, in consultation with its building inspection services provider, has agreed to charge WGA an hourly building permit and inspection fee for all building services associated with the Event at a rate of \$150 per hour. Based on the site plan submitted as part of the Application and number of temporary structures and estimated required building inspections, the estimated total fee for building inspection services is \$20,400.00, which represents a reduction in the amount which would ordinarily be paid on a per-structure basis. This amount does not include any inspections or permitting by other health, safety or fire organizations other than the City. On or before August 15, 2014, the WGA shall pay to the City 110% of the estimated fee associated with the City's cost to perform building inspection services. The amount payable to the City is \$22,440.00, which is 110% of the estimated fee. This amount is based on the assumptions and information provided by WGA. On or before September 30, 2014, the City shall either: (1) refund to WGA the excess amount, based on actual costs, or (2) inform the WGA of a shortage, based on the actual costs. The WGA shall promptly pay the amount of any shortage within thirty (30) days. The City shall promptly refund the excess amount within thirty (30) days.

3. Traffic, Parking and Signs.

- a. WGA/CHCC shall comply with the Traffic Study, Traffic Management, Parking and Signage Plans contained in the Application.
- b. All volunteer, VIP, staff and spectator parking and shuttle traffic shall conform to the submitted Traffic Study and Traffic Management Plan with respect to parking, timing, and routing.

- c. Buses used for transport of VIP's, staff, volunteers and spectators shall not be permitted to idle at the pickup/dropoff locations for more than 10 minutes when not actively queueing, loading or unloading.
- d. Shuttle Circulation routes. No large buses with capacity of over 32 passengers shall be allowed on Quincy Ave. or other local streets.
- e. "No Parking" and directional signs shall be placed in the locations outlined in the final Traffic and Parking Management Plan. Additional "no parking" and directional signs shall be placed as directed by the City based on actual conditions during the Event.
- f. The text of the "No Parking" and directional signs shall be approved by the City.
- g. WGA/CHCC will provide additional parking for spectators, staff, volunteers and VIP's in the event the parking areas detailed in the Application are not sufficient. Persons parking at these areas shall be shuttled to the Event along the same routes designated for those classes of attendees in the Application.
- h. WGA/CHCC shall obtain the necessary temporary sign permit from CDOT and provide evidence of the same to the City prior to the Event. WGA/CHCC shall provide the City with a copy of a fully executed contract with a sign company for provision of signs meeting the requirements established in the Traffic and Parking Management Plan.
- i. All directional and informational signs on public rights-of-way shall be installed and in place no sooner than August 18, 2014, and removed no later than September 19, 2014.
- j. All "No Parking" signs on public rights-of-way shall be installed no sooner than August 17, 2014 and no later than August 31, 2014 and shall be removed no later than September 10, 2014.
- k. The location of all signs on City property or rights-of-way must be approved in advance by the City. WGA/CHCC shall provide the City with evidence of approval for temporary signs within rights-of-way of all other jurisdictions prior to the date on which such signs are installed.
- l. All signs which constitute traffic control devices shall comply with applicable Code provisions, as applicable to the type of sign. All signs and other traffic control devices and measures, including barricades and traffic cones, needed for the Event will be provided by WGA at its sole cost and expense.

- m. Temporary signs erected on private property, as described in the Application, are permitted to vary from the requirements of Code Section 16-15-60 as to size and duration.
- n. Prior to the Event, WGA/CCHC shall provide the City with written evidence of approval from CDOT for any temporary access to University Boulevard.

4. Lighting and Noise.

- a. WGA/CHCC shall comply with the Lighting Plan submitted with the Application, as approved by the City.
- b. All temporary lighting shall comply with the Code.
- c. The placement of any light standard shall ensure that neither the direct nor reflected light from any source will create a traffic hazard to operators of motor vehicles on public roads, nor create a nuisance to any residential property under Code Section 7-1-30(5).
- d. All power generators utilized for the television compound shall be inspected when on site and operating to ensure compliance with the City's noise ordinance codified in Section 7-1-30(4) of the Code. Upon inspection and determination by the City Manager that a generator violates Section 7-1-30(4), WGA/CHCC shall bring the generator into compliance by relocation or screening.

5. Security.

- a. WGA/CHCC shall comply with the security provisions of the Security Plan contained in the Application. WGA/CHCC has or will enter into a contract with a private security firm to assist in access control at key locations during the Event and to provide security inside the Event perimeter. WGA/CHCC shall ensure that such security firm is properly licensed, bonded and insured.
- b. WGA/CHCC shall provide the Cherry Hills Police Department with portable radios to ensure timely communication with security personnel assigned to the Event.
- c. WGA/CHCC shall provide a copy of all appropriate incident documentation, in a form and manner agreeable to the Parties, to the Chief of Police on a daily basis during the Event.
- d. WGA/CHCC shall provide the City with the final approved copy of the Emergency Response Plan approved by South Metro Fire and Rescue.
- e. Final post and location assignments shall be agreed upon prior to commencement of the Event and shall be provided to the Cherry Hills

Police Department, Arapahoe County Sheriff's Department, and South Metro Fire & Rescue. The WGA and the Cherry Hills Police Chief shall have final authority to determine and revise final post and location assignments, provided however, any such revisions shall be made after consultation with WGA/CHCC.

- f. On or before August 15, 2014, the WGA will pay to the City 110% of the estimated costs for all Cherry Hills Police Department personnel and equipment costs directly related to the Event including but not limited to all accrued overtime and benefits for police personnel for the time period September 1- September 7, 2014 directly related to the Event. The estimate to be used for this payment is \$ 130,000; 110% of this amount is \$143,000.00. On or before September 30, 2014, the City shall provide the WGA with a detailed accounting of the actual costs incurred by the Police Department in connection with the Event, together with any backup reasonably requested by the WGA. On or before September 30, 2014, the City shall either: (1) refund to the WGA the excess amount, based on actual costs, or (2) inform the WGA of a shortage, based on the actual costs. The WGA shall promptly pay the amount of any shortage within thirty (30) days. The City shall promptly pay the amount of excess within thirty (30) days.
- g. Due to the limited available personnel within the Cherry Hills Police Department, officers from surrounding agencies will assist in filling policeofficer specific posts. WGA will reimburse the respective agencies for these services through Cherry Hills Village Police Department. These non-Cherry Hills officers are referred to as "extra duty" officers. The Cherry Hills Village Chief of Police, shall recruit, assign, supervise and control the actions of all "extra duty" officers. WGA shall be solely responsible for compensating "extra duty" officers by reimbursing the relevant police department of such "extra duty" officer for such time. "Extra duty" officers will be billed to WGA at an hourly rate negotiated with the surrounding agencies not to exceed \$50.00, with a three (3) hour minimum, the current extra duty rate for Cherry Hills police officers. . Time sheets for "extra duty" officers will be developed and managed by the Cherry Hills Police Department and provided to WGA at the completion of each day.
- h. All bleachers, grandstands and tents will be numbered with a unique identifier in order to avoid confusion for location identification purposes, for the Event security personnel, the police, and private individuals who may initiate an emergency call.

6. Sanitation.

WGA/CHCC will comply with the Sanitation Plan contained in the Application.

7. Medical Plan.

WGA/CHCC shall comply with the general and emergency medical provisions of the Medical Plan contained in the Application.

8. Public Notification.

a. WGA/CHCC shall comply with the Public Notification Plan described below, including:

- (1) pre-Event notices shall be placed in the Village Crier, The Villager, Cable Channel 22, and on the www.cherryhillsvillage.com website. Such notices shall be placed a minimum of 30 days prior to the event start date.
- (2) during the Event, WGA/CHCC shall provide WGA/CHCC's main phone line for daily information and resident concern line, which shall be answered by the WGA/CHCC. The telephone number shall be published in the manner described above.

9. Floodplain Control.

- a. The City Council has granted, for the duration of the Event, permission for the WGA/CHCC to conduct certain development activities within the floodplain and floodway, pursuant to Code Sections 16-17-10, 16-17-50, 16-17-60, and 16-17-70. The WGA/CHCC will comply with the requirements of those Code sections.
- b. For temporary structures located in the floodplain or floodway, the WGA will provide an engineering analysis and other City required documentation for those structures demonstrating compliance with Code Sections 16-17-10, 16-17-50, 16-17-60, and 16-17-70 for review by the City. No structures shall be located or placed in the floodplain or floodway without prior written approval of the City.

10. Suspension of Play.

In the event of a Force Majeure or any other condition posing an immediate threat to public health or safety, either the WGA or PGA TOUR may declare a suspension of play. In the event of a suspension of play, the Chief of Police and WGA/CHCC shall consult with one another to implement the medical and evacuation plans.

D. Use of City Property and Rights-of-Way

Permission is hereby granted for the use of City rights-of-way for the placement of temporary signs, barriers and other traffic control facilities, only as specifically identified in this Agreement and the Application.

E. Event Setup and Removal Schedule

WGA/CHCC shall set up and remove equipment facilities for the Event pursuant to the following schedule:

1. Facilities and structures located within Cherry Hills Country Club property: set up no earlier than May 1, 2014; remove no later than October 12, 2014.
2. Facilities and structures located at Kent Denver: set up no earlier than August 25, 2014; remove no later than September 12, 2014.
3. Television Compound facilities, structures, and other guest amenities located at 1651 E. Quincy Avenue: set up no earlier than July 7, 2014; remove no later than September 15, 2014.
4. Facilities and structures located on other private property with permission of the owner: set up no earlier than June 1, 2014; remove no later than September 26, 2014.
5. To the extent not otherwise addressed herein, facilities and structures located on City rights-of-way and property: set up no earlier than August 11, 2014; remove no later than three (3) days following the termination of the Event, unless otherwise approved in writing by the City.

F. Post-Event Clean Up and Remediation

1. At the conclusion of the Event, all structures, facilities, trash and personal property of any kind or description shall be removed pursuant to the schedule set forth at Section E above.
2. Any claims of waste on private property as a direct result of the Event and its support operations will be promptly addressed by the WGA. The WGA will provide to the City a description of the procedure for processing of private claims, and a report of their review and disposition. The procedure shall include contact with the claimant within at least 24 hours of receipt of the claim.
3. WGA shall repair and restore all public property within the City damaged as a direct result of the Event and its support operations to its condition prior to the Event, beyond reasonable wear and tear, as determined by the City.

G. Guarantee and Posting of Security.

WGA shall post with the City security in the amount of \$ 10,000.00, to be held by the City to guarantee compliance by the WGA/CCHC with requirements for post-Event clean up and remediation on City property. These funds shall be posted on or before August 15, 2014 in the form of cash, certified funds, or a letter of credit drawn upon a bank in the Denver Metropolitan area and in a form approved by the City Attorney.

H. Indemnification.

WGA and its legal successors and assigns hereby indemnify, hold harmless and agree to defend the City, the City Council, the City's agents and employees from and against any and all liability, actions, claims, damages, costs or expenses, including attorney fees, that may be asserted by any person or entity, including WGA, arising out of or in connection with any willful act or negligence of WGA, its agents, employees, vendors and affiliates concerning or arising out of the Event, but not including any willful act or gross negligence of the City, the City Council or the City's agents or employees (it being understood that "extra duty" officers are not the City's agents or employees for this purpose).

I. Insurance.

On or before July 16, 2014, WGA and CHCC shall provide to the City evidence of a policy or policies of insurance in force throughout the Event, and providing the following coverage:

1. General liability, including property damage and personal injury: \$1,000,000 per occurrences; \$10,000,000 aggregate. This policy shall name the City as additional insured.
2. Workers compensation for all employees: statutory coverage excluding the "extra duty" police officers which will be provided by the City or by the officers' respective employer.
3. Motor vehicle liability for all motor vehicles to be used by WGA/CHCC in connection with the Event: statutory coverage.
4. A certificate evidencing the policies, insureds and required coverages shall be provided to the City prior to August 1, 2014.

J. Modification or Amendment.

This Agreement may be modified or amended only by written agreement of the Parties, approved and executed in the manner set forth in this Section. Any modification requested by WGA/CHCC shall be submitted in writing to the City Manager, who is hereby empowered to approve, deny, or refer such request to the City Council. It is contemplated by the Parties that minor modifications may be reviewed and acted upon by the City Manager, but that the City Manager may, in his sole and exclusive discretion, determine whether any requested

modification should instead be presented to the City Council for decision. The City and WGA/CHCC understand and agree that no modification which may be referred to the City Council for decision shall be submitted subsequent to July 31, 2014, in light of the fact that the last City Council meeting prior to the Event is August 19, 2014. Notwithstanding the foregoing, the Parties agree that, during the Event, WGA/CHCC may make daily operational modifications to respond to changing circumstances, without prior approval of the City, to the extent that:

1. Such modifications are within the scope of this Agreement or are required by WGA/CHCC to protect the health, safety or other operational concerns regarding completion of the Event, and
2. Such modifications do not materially alter or violate any standard or obligation contained herein, and
3. WGA/CHCC promptly notifies the City Manager or his designee.

K. Local Operational Contacts.

For the City: City Manager or his designee
(303)783-2722

For the WGA/CHCC: Patrick Timson
(630) 220-4897

L. Permits from Other Agencies.

WGA/CHCC shall obtain and provide to the City all required permits, to the extent required, from other agencies and jurisdictions; including the Colorado Department of Transportation, South Metro Fire and Rescue, the City and County of Denver, and any other agency with jurisdiction.

M. Force Majeure.

In the event of the occurrence of a force majeure, such as a severe weather event or natural disaster (severe rain, flood, earthquake, hailstorm), a major work stoppage, or terrorist event, which occurrence actually and materially prevents WGA/CHCC, through no contributing fault of its own, from complying with any setup or post-Event cleanup and remediation, then the affected performance obligation shall be deemed extended for a period of time equal to the delay actually caused by the occurrence of the event.

N. Miscellaneous.

1. Notices: All notices required or permitted under this Agreement shall be hand delivered or given by facsimile transmittal, regular mail or overnight courier to the Parties at the following addresses:

If to the City: John Patterson

Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
Telecopy No.: 303-761-9386

With a copy to: Linda Michow, City Attorney
Widner Michow & Cox LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112
Telecopy No: 303-754-3395

If to WGA/CHCC: Kevin Hood
Cherry Hills Country Club
4125 South University Boulevard
Cherry Hills Village, CO 80113
Telecopy No: 303-350-5242

Vince Pellegrino
Western Golf Association
1 Briar Road
Golf, IL 60029
Telecopy No. 847-724-4600

With a copy to: Kelly N. Matthews
Robinson Waters & O'Dorisio, P.C.
1099 - 18th Street, Suite 2600
Denver, CO 80202
Fax: (303) 297-2750

2. In the event of litigation arising under this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and other expenses. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any litigation arising under this Agreement shall be proper and exclusive in the District Court for Arapahoe County, Colorado.
3. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors, and assigns. No party may assign any rights or obligations under this Agreement without the express written consent of the other party which consent may be withheld for any reason.
4. No failure by any party to insist upon the strict performance of any condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, shall constitute a waiver of such breach or of any other covenant, agreement, term or condition.

5. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of any other provisions, and to that end such provisions are declared to be severable and there shall be substituted for any such provision a valid, binding and enforceable provision that as nearly as possible reflects the intent of the Parties.
6. Except where it is expressly provided herein that only the WGA alone is liable for a particular obligation or responsible for a specific task, WGA and CHCC are jointly and severally liable for the obligations set forth herein.
7. Nothing contained in this Agreement shall be construed to waive or limit the City's police powers or its authority to enforce applicable provisions of the Code and all regulations over which the City retains jurisdiction.
8. 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 of the Colorado Revised Statutes.

In witness whereof the Parties have executed this Agreement as of the date first written above.

City of Cherry Hills Village, Colorado

By: _____
Douglas M. Tisdale, Mayor

Attest:

Laura Smith, Clerk

Cherry Hills Country Club

By: _____
Name: Kevin Hood
Title: General Manager

Attest:

Western Golf Association

By: _____
Name: Vince Pellegrino
Title: Senior Vice President of

Tournaments

Attest:

EXHIBIT A
MAJOR EVENT PERMIT
[Attached]

**MAJOR EVENT PERMIT
CITY OF CHERRY HILLS VILLAGE, COLORADO**

This permit to conduct a Major Event is granted by the City of Cherry Hills Village, Colorado to the Cherry Hills Country Club ("WGA/CHCC") pursuant to section 16-21-10, et seq. of the Cherry Hills Village Municipal Code (the "Code"), for the conduct of the following Event: 2014 BMW Championship to be held at Cherry Hills Country Club, September 1 through 7, 2014, as described in the _____, 201_ Application submitted by WGA/CHCC, and as conditionally approved by the City Council on _____, 201_ (the "Event"). This permit relies upon and specifically incorporates the representations of the _____, 201_ Application, and those made by the Applicant at the _____, 201_ Planning Commission hearing and the _____, 201_ City Council public hearing. This permit is additionally conditioned upon compliance with the terms and conditions of that certain Major Event Development Agreement entered into between the Applicant and the City. Associated approvals granted with this permit include the following:

1. Installation of a 30-foot tall, temporary driving range fence extension located between the driving range and S. University Boulevard. The design and location of the fence shall be as depicted in Exhibit A.
2. Approval to place temporary signs within City rights-of-way, as permitted by Code Section 16-15-60 as further conditioned in the Development Agreement.
3. Permission for temporary use of City rights-of-way, as further conditioned in the Development Agreement.
4. Permission to establish and operate a wireless communication facility on the Johnson Property or on Cherry Hills Country Club property at the northeast corner of University Boulevard and Quincy Avenue during the Event.
5. Consent to utilize University Boulevard for bus loading/unloading consistent with the special use permit issued by Colorado Department of Transportation dated _____.
6. Permission to use WGA/CHCC owned property located near the intersection of Ogden Street and Kenyon Avenue for activities ancillary to the tournament operations (staging, trailer storage, etc). No public parking shall be permitted on such property.

Approved this ___ day of _____, 201_

City of Cherry Hills Village, Colorado

By: _____
Douglas M. Tisdale, Mayor

Attest:

Laura Smith, Clerk

EXHIBIT B
FENCE DESIGN AND LOCATION

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 11c(i)

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH END REPORT
FOR APRIL, 2014

DATE: MAY 20, 2014

BUILDING PERMITS SUMMARY:

	<i>April 2014</i>	<i>YTD 2014</i>	<i>YTD 2013</i>	<i>YTD % Change</i>
Total Permits	88	261	296	-12%
Total Revenue	\$40,833	\$202,914	\$237,498	-15%
New Home Permits	0	1	1	0%
New Home Revenue	\$5,884	\$29,385	\$100,907	-71%
Remodel/Addition Permits	15	47	54	-13%
Remodel/Addition Revenue	\$14,438	\$79,481	\$89,606	-11%

PLANNING AND ZONING COMMISSION:

- At the Commission's April 8, 2014 meeting, requests for an Expanded Use Permit at Arapahoe Tennis Club and a Major Event Permit for the BMW Golf Championship to be held at Cherry Hills Country Club were continued due to a lack of a quorum.
- At the Commission's March 25, 2014 meeting, a request for an Expanded Use Permit for the Arapahoe Tennis Club was reviewed and recommended for denial. Additionally, a request for a Major Event Permit for the BMW Golf Championship to be held at Cherry Hills Country Club was reviewed and recommend for conditional approval.

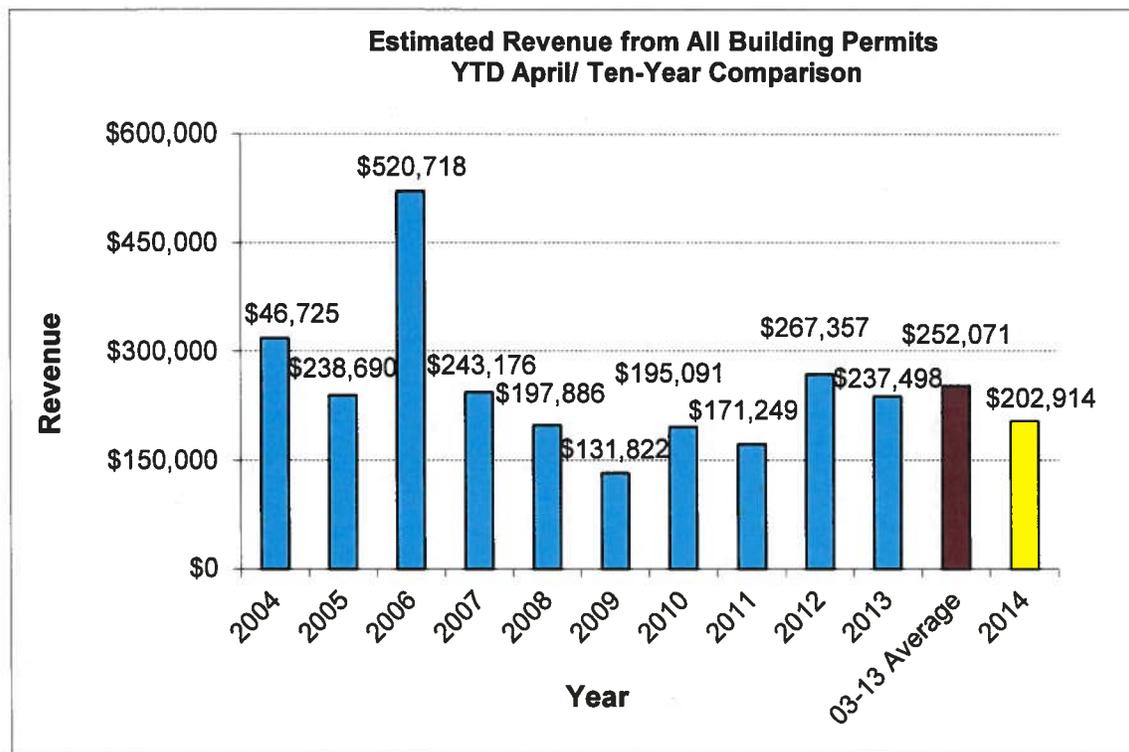
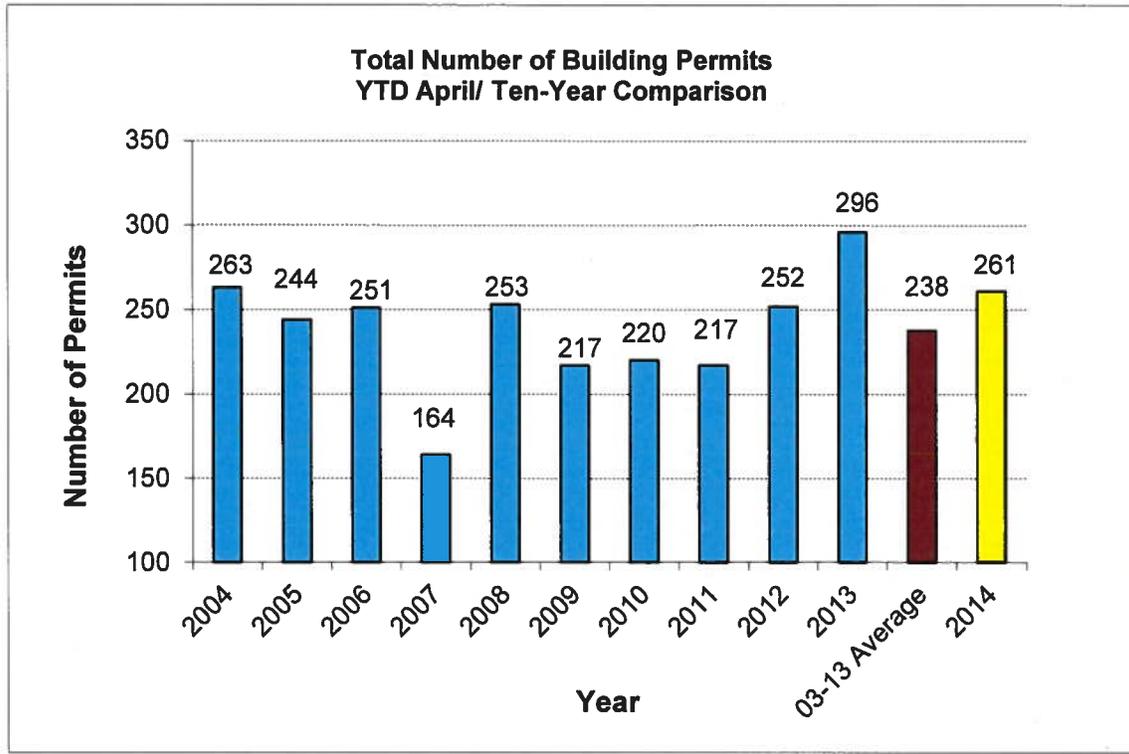
BOARD OF ADJUSTMENT AND APPEALS:

- The Board's April 3, 2014 meeting was cancelled due to a lack of agenda items.

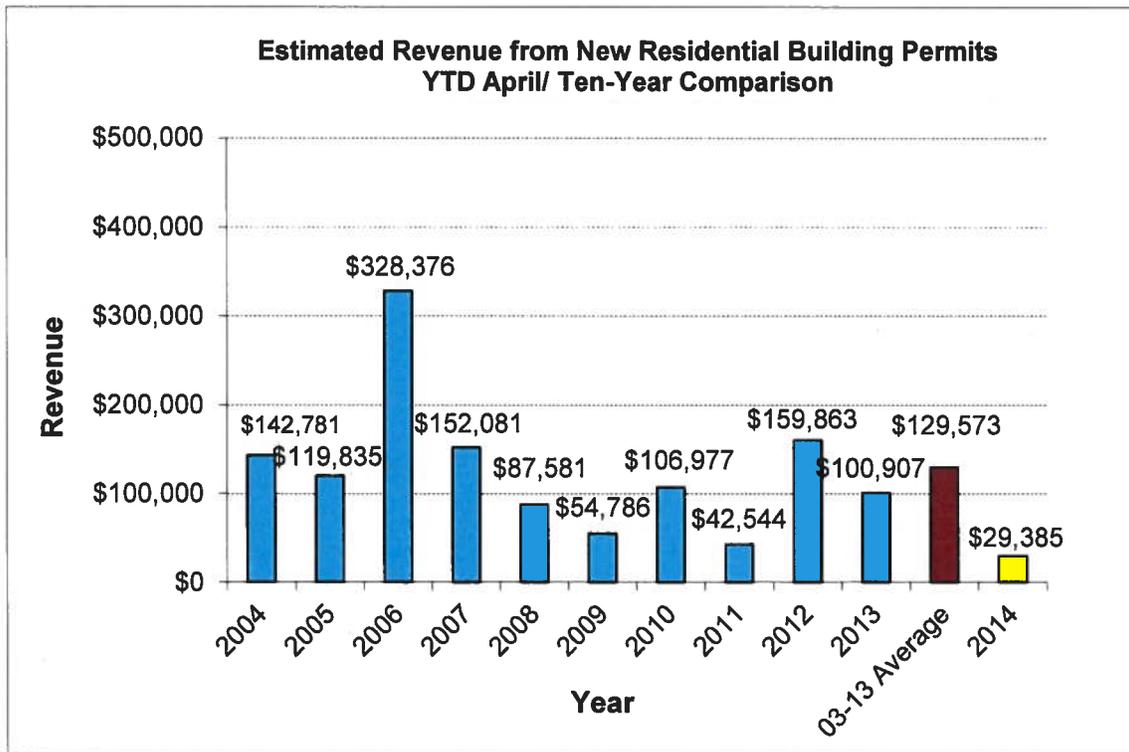
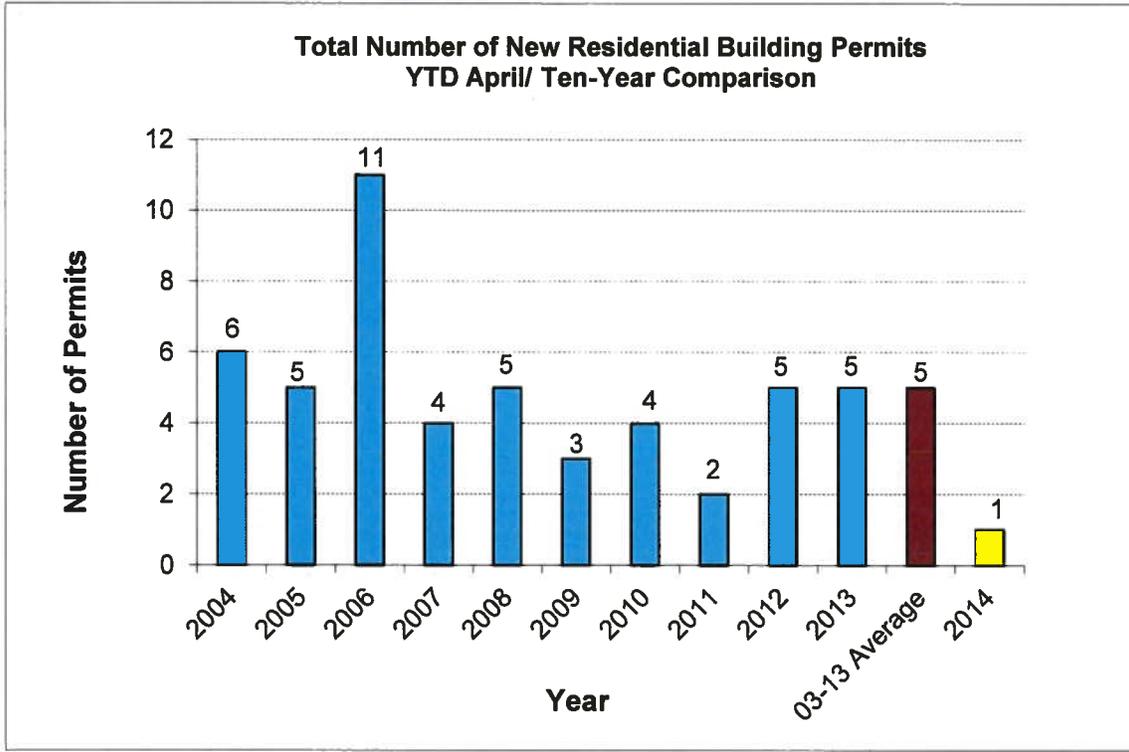
ATTACHMENTS:

Exhibit A: Year-to-Date Permit Activity Graphs
Exhibit B: Permit Summary Table
Exhibit C: Issued Permit Report

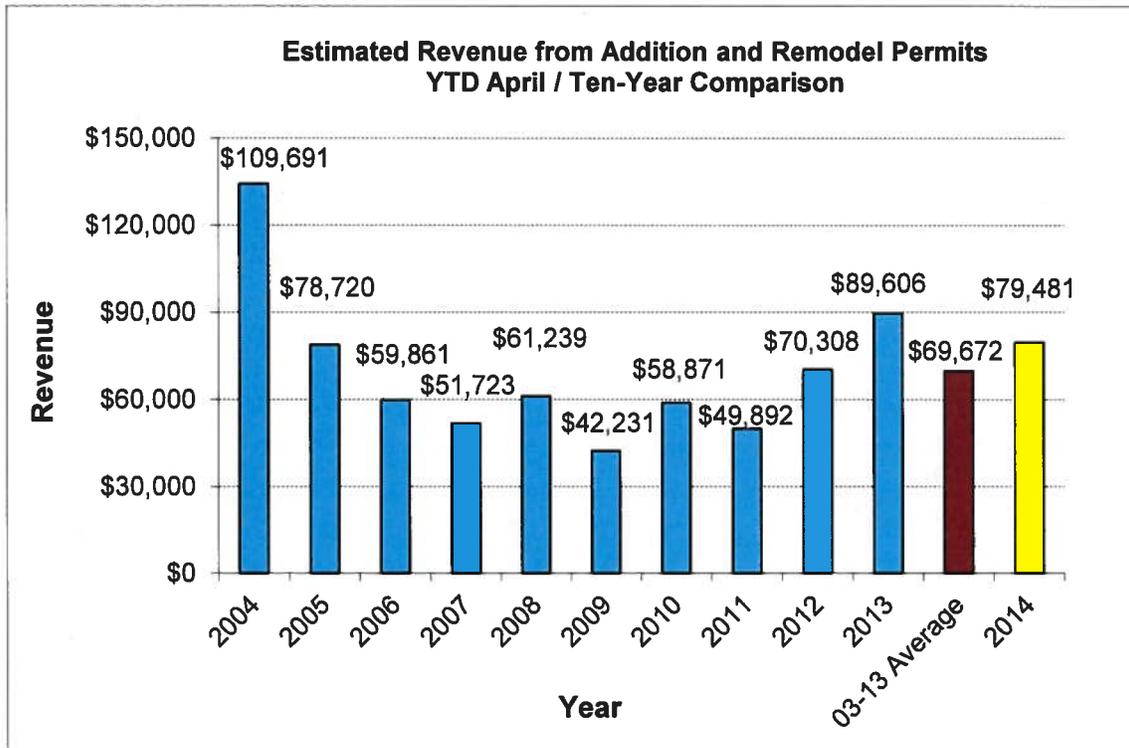
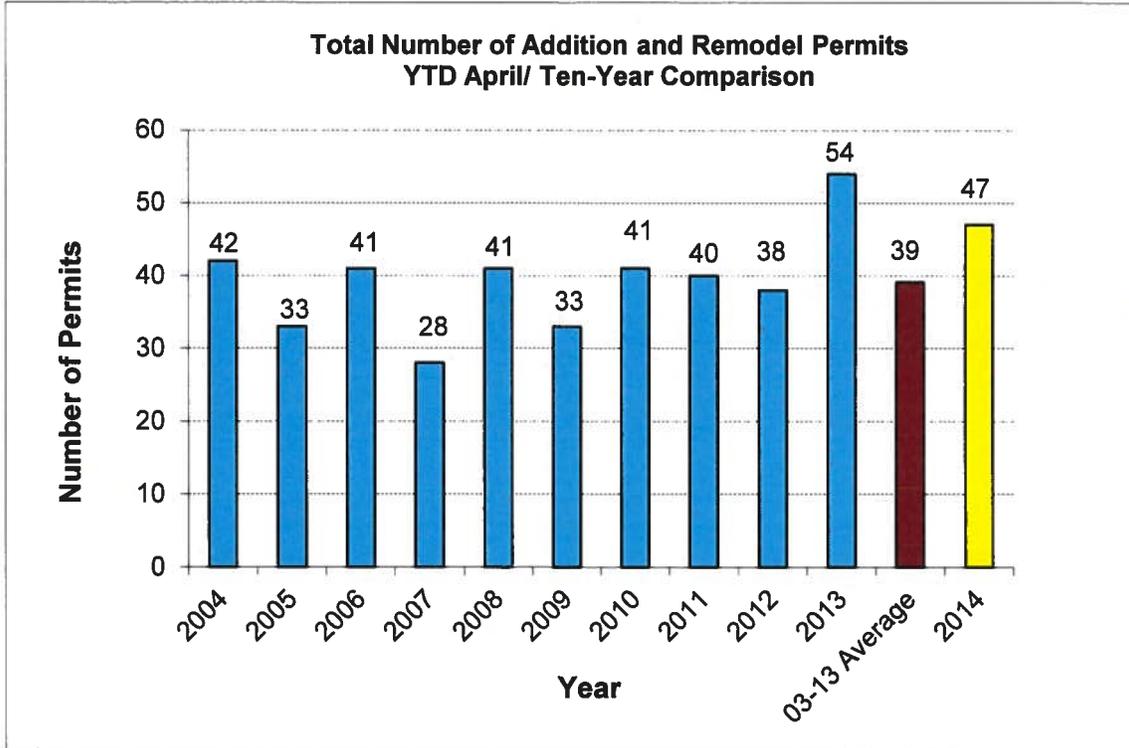
**TOTAL PERMITS
YTD THROUGH APRIL
10 YEAR COMPARISON**



**NEW RESIDENCES
YTD THROUGH APRIL
10 YEAR COMPARISON**



**ADDITIONS & REMODELS
YTD THROUGH APRIL
10 YEAR COMPARISON**



Parameters:
Date Issued Is between
4/1/2014 and 4/30/2014

Sorted By:
Work Start (Asc)

Grouped By:
Permit Type (Asc)

Permit Listing - Monthly Report
Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Accessory Structure				
75145 1229 Accessory Structure 3/26/14 4/4/14	4085 S DEXTER ST ENGLEWOOD, CO 80113-5123	R-5	BRENNAN, DAVID WAYNE & / BRENNAN, DAVID WAYNE & / WETWORKS POOL & SPA LLC / 720-401000 Active	20,000 / 705.00 4/4/14 / 10/5/14
Description of Work: REPLACE POOL LINER W/CONCRETE POOL WALLS & FLOOR. REUSE EQUIPMENT COVER & REPLACE IN SAME SPOT.				
75146 507 Accessory Structure 3/26/14 4/4/14	2220 CHERRY HILLS FARM DR ENGLEWOOD, CO 80113-7138	R-3 Council District 1 Chry His Farm West	PAYNE, DAVID & LIZ / 303-913-2524 PAYNE, DAVID & LIZ / 303-913-2524 HOFF'S LANDSCAPE / 303-210-6560	26,000 / 592.50 4/4/14 / 10/5/15 Active
Description of Work: REVAMP EXISTING LANDSCAPE, ADD GAS FIRE PIT & FIREPLACE				
75077 2012 Accessory Structure 2/24/14 4/16/14	53 GLENMOOR WAY ENGLEWOOD, CO 80113-7120	R-3	KARSH, BRICE W / KARSH, BRICE W / CORNERSTONE CUSTOM HOMES / 303-783 Active	43,000 / 783.75 4/16/14 / 10/16/15
Description of Work: ADDING A COVERED PATIO, FIREPIT AND BBQ TO NEW FLAT WORK PATIO				
75184 2206 Accessory Structure 4/9/14 4/16/14	5045 S HOLLY ST ENGLEWOOD, CO 80111-1149	R-1 Council District 3	5045 S HOLLY ST / 303-217-1772 LUCAS, STEVE / 303-217-1772 CO POOLS UNLIMITED / 303-886-4759	32,725 / 988.16 4/16/14 / 10/16/15 Active
Description of Work: SHOTCRETE SWIMMING POOL WITH ASTM APPROVED AUTO COVER				
75207 624 Accessory Structure 4/17/14 4/25/14	4600 S MONROE LN ENGLEWOOD, CO 80113-6104	R-1 Council District 3 Petry-Garnsey Resub	THE STAR TREE TRUST / 303-397-8902 THE STAR TREE TRUST / 303-397-8902 CASTLEWOOD LANDSCAPE / 702-726-0460 Active	568,000 / 7,816.80 4/25/14 / 10/25/15
Description of Work: INDOOR POOL; OUTDOOR POOL; OUTDOOR SPA				

Total Permits Issued (Accessory Structure) : 5 **Total Cost: 689,725.00** **Total Fees: 10,886.21**

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
 Phone : (303) 789-2541
 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Building Permit - Other				
75162 385 Building Permit - Other 4/1/14	3 CHERRYMOOR DR ENGLEWOOD, CO 80113-6001	R-3 Council District 1 Chynmoor South	MICHAEL L & SUSAN G SHANK / MICHAEL L & SUSAN G SHANK / DIG BOSS / 303-856-7476	8,600 / 96.75 4/1/14 / 3/31/15 Complete
Description of Work: EXCAVATE AND REPLACE 55' OF SEWER LINE				
75163 1026 Building Permit - Other 4/1/14	5123 E PRINCETON AVE ENGLEWOOD, CO 80113-5019	R-4	MAURER, ROGER D / MAURER, ROGER D / REIGN OF FIRE / 303-728-4682	1,175 / 20.00 4/1/14 / 10/2/15 Active
Description of Work: INSTALLATION OF GAS LINE TO FUTURE FIRE PIT				
75166 1796 Building Permit - Other 4/1/14	6343 E STANFORD AVE ENGLEWOOD, CO 80111-1161	R-4	6455 E TUFTS AVE / 303-437-6844 LICHT, BRAD / 303-437-6844 6455 E TUFTS AVE / 303-437-6844	2,000 / 22.50 4/1/14 / 10/2/15 Complete
Description of Work: POUR FLAT IN FRONT COURTYARD				
75167 459 Building Permit - Other 4/2/14	60 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3	TASSELL, ROGER & VALERIE / TASSELL, ROGER & VALERIE / BLUE SKY PLUMBING & HEATING / 303-421- Active	2,400 / 27.00 4/2/14 / 10/3/15 Active
Description of Work: INCREASE GAS LINE FOR NEW RANGE, SINK, DISHWASHER AND EXHAUST HOOD				
75172 274 Building Permit - Other 4/3/14	4 E BELLEVIEW PL ENGLEWOOD, CO 80113-7027	R-4	DUKE, CHARLES BANKS & / DUKE, CHARLES BANKS & / PELLA WINDOWS & DOORS / 720-810-5272 Active	365 / 20.00 4/3/14 / 10/4/15 Active
Description of Work: REPLACE WINDOW LIKE FOR LIKE				
74936 1757 Building Permit - Other 12/3/13	4800 WHITEHALL DR ENGLEWOOD, CO 80111-1140	R-1	4800 WHITEHALL LLC / 4800 WHITEHALL LLC / NORTHBROOK CONSULTING / 303-520-8574 Active	30,000 / 337.50 4/9/14 / 10/10/15 Active
Description of Work: ENTRY POSTS/ TRASH ENCLOSURE				
75183 1387 Building Permit - Other 4/9/14	1401 E OXFORD LN ENGLEWOOD, CO 80113-4858	R-3 Village Hls Addn 2nd Flng	WHITE, ERIC R & / WHITE, ERIC R & / JACK TODD COMPANIES / 303-710-5812	2,000 / 22.50 4/9/14 / 10/10/15 Complete
Description of Work: NEW SEWER TAP CONNECTION FROM HOUSE TO SEWER STUB				
75187 1239 Building Permit - Other 4/10/14	3777 S ALBION ST ENGLEWOOD, CO 80113-4206	R-3 Council District 4	BARSCH, THOMAS F & KAREN L / BARSCH, THOMAS F & KAREN L / APPLEWOOD PLUMBING & HEATING CO / 3 Active	3,395 / 39.38 4/10/14 / 10/10/15 Active
Description of Work: INSTALL SUMP PUMP				

Permit Listing - Monthly Report
Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
75192 282 Building Permit - Other 4/11/14	4575 S LAFAYETTE ST ENGLEWOOD, CO 80113-5945	R-3	GOLDBERG, DAVID & ASHLEY / 303-916-0663 GOLDBERG, DAVID & ASHLEY / 303-916-0663 5280 LIVING SPACES / 303-550-1722	4,000 / 45.00 4/1/14 / 10/1/15 Active
Description of Work: 2 4FT TALL COLUMNS WITH ATTACHED WALL; BRICK CONSTRUCTION WITH MAILBOX				
75197 1588 Building Permit - Other 4/14/14	6094 E PRINCETON AVE ENGLEWOOD, CO 80111-1033	R-4	ROTOLO, MARK P / 408-887-7957 ROTOLO, MARK P / 408-887-7957 DRAIN O ROOTER / 303-595-3000	1,500 / 20.00 4/14/14 / 10/14/15 Complete
Description of Work: SPOT SEWER REPAIR WITH CLEAN OUTS.				
75202 204 Building Permit - Other 4/15/14	4800 S LAFAYETTE LN ENGLEWOOD, CO 80113-7011	R-3 East Bellevue	DRURY, CINDY / 925-324-1976 DRURY, CINDY / 925-324-1976 VAND'S HVAC / 303-263-3414	5,900 / 66.38 4/15/14 / 10/15/15 Active
Description of Work: REPLACING 3 TON AC AND 75000 BTU FURNACE IN ATTIC				
75205 834 Building Permit - Other 4/16/14	5133 E OXFORD AVE ENGLEWOOD, CO 80113-5117	R-4	COWAN, BARRET / 303-885-0767 COWAN, BARRET / 303-885-0767 STEEL-T HEATING & AIR INC / 303-761-927	13,000 / 146.25 4/16/14 / 10/16/15 Active
Description of Work: REPLACE LIKE FOR LIKE FURNACE AND A/C UNIT				
75212 247 Building Permit - Other 4/18/14	8 SOUTH LN ENGLEWOOD, CO 80113-7023	R-3 Council District 2	HUSEBY, MICHAEL / 303-781-2601 HUSEBY, MICHAEL / 303-781-2601 A-OK SERVICE / 720-732-7604	3,400 / 38.25 4/18/14 / 10/18/15 Active
Description of Work: INSTALL 2 TON LG HEAT PUMP				
75214 103 Building Permit - Other 4/21/14	1550 E TUFTS AVE ENGLEWOOD, CO 80113-5966	R-4 Chry's Bdwg Gdhs	SAVOIE, PETER & JULIE / 303-810-3180 SAVOIE, PETER & JULIE / 303-810-3180 TONY V PLUMBING & HEATING / 303-422-80	1,080 / 20.00 4/21/14 / 10/21/15 Active
Description of Work: INSTALL UNDERGROUND GAS LINE FROM GAS METER TO FIRE PIT				
75215 1535 Building Permit - Other 4/21/14	6051 S HAPPY CANYON DR ENGLEWOOD, CO 80111-1010	R-4	STODDARD, JOHN W & MARILYN J / 303-754-191.25 STODDARD, JOHN W & MARILYN J / 303-754-191.25 GRAVINA SIDING AND WINDOWS / 303-436- Active	17,000 / 191.25 4/21/14 / 10/21/15 Active
Description of Work: REMOVE WOOD SIDING AND REPLACE WITH VINYL SIDING AND GUTTERS				
75216 1631 Building Permit - Other 4/21/14	6166 E PRINCETON AVE ENGLEWOOD, CO 80111-1035	R-4	FEDAK, W SCOTT & HOLLY / FEDAK, W SCOTT & HOLLY / ARS/RESCUE ROOTER / 303-418-6001	3,000 / 33.75 4/21/14 / 10/21/15 Complete
Description of Work: SEWER REPAIR, YARD ONLY				

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
 Phone : (303) 789-2541
 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
75217 1841 Building Permit - Other 4/21/14	4825 S FAIRFAX ST LITTLETON, CO 80121-2023	R-1 Council District 5 Klikoff	O'SHAUGHNESSY, STEPHEN M & / 303-884-8300 / 95.63 O'SHAUGHNESSY, STEPHEN M & / 303-884-4/23/14 / 10/23/15 LITTLETON HEATING & AIR / 303-798-3880 Active	
Description of Work: REPLACE 2- 3 TON AC AND 1- 4 TON AC				
75229 695 Building Permit - Other 4/25/14	4125 S UNIVERSITY BLVD ENGLEWOOD, CO 80113-4904	O-1 Council District 2 Camenish Gardens	CHERRY HILLS COUNTRY CLUB / 303-350-5 0 / 20.00 CHERRY HILLS COUNTRY CLUB / 303-350-5 4/25/14 / 10/25/15 CHERRY HILLS COUNTRY CLUB / 303-350-5 Active	
Description of Work: TEMPORARY TRAILER FOR OFFICES DURING 2014 BMW CHAMPIONSHIP				
75242 825 Building Permit - Other 4/29/14	5315 NASSAU CIR E ENGLEWOOD, CO 80113-5102	R-4	KERSTEIN, JO ANN / 24,500 / 275.63 KERSTEIN, JO ANN / 4/29/14 / 10/29/15 PELLA WINDOWS & DOORS / 720-670-8186 Active	
Description of Work: REPLACING WINDOWS LIKE FOR LIKE				
75247 1159 Building Permit - Other 4/29/14	3800 E HAMPDEN AVE ENGLEWOOD, CO 80113-4196		FIRST CHURCH OF THE NAZARENE / 303-761 20 / 20.00 FIRST CHURCH OF THE NAZARENE / 303-761 4/29/14 / 10/29/15 HC BECK LTD / 720-215-3244 Active	
Description of Work: EXCAVATION				
75248 2188 Building Permit - Other 4/30/14	28 COVINGTON DR ENGLEWOOD, CO 80113-4145	R-3A Council District 6 Highline Mtns in Chry Hls	TURNER, KATHRYN / 303-539-6901 7,000 / 78.75 TURNER, KATHRYN / 303-539-6901 4/30/14 / 10/30/15 STEEL-T HEATING & AIR INC / 303-761-927 Active	
Description of Work: REPLACE ONE A/C AND FURNACE				
75250 813 Building Permit - Other 4/30/14	1 FOXHILL RD ENGLEWOOD, CO 80113-4923	R-1 Council District 2 Highline Acres	KELSEY, PRESTON H II & TERRY F / 1,007 / 20.00 KELSEY, PRESTON H II & TERRY F / 4/30/14 / 10/30/15 COLORADO DELTA MECHANICAL INC / 866- Active	
Description of Work: REPLACE 40 GAL GAS 36K BTU WATER HEATER				
75251 101 Building Permit - Other 4/30/14	23 SOUTH LN ENGLEWOOD, CO 80113-7048	R-3	FONTANEZ, CARLOS & BOREN, / 836 / 20.00 FONTANEZ, CARLOS & BOREN, / 4/30/14 / 10/30/15 COLORADO DELTA MECHANICAL INC / 866- Active	
Description of Work: REPLACE 50 GAL GAS 40K BTU WATER HEATER				
75252 1358 Building Permit - Other 4/30/14	4203 S BELLAIRE CIR ENGLEWOOD, CO 80113-5030	R-4	GROSSMAN, ERIC A & / 928 / 20.00 GROSSMAN, ERIC A & / 4/30/14 / 10/31/15 COLORADO DELTA MECHANICAL INC / 866- Active	
Description of Work: REPLACE 50 GAL GAS 38K BTU WATER HEATER				

Permit Listing - Monthly Report
Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
75253 1892 Building Permit - Other 4/30/14	10 SUNRISE DR ENGLEWOOD, CO 80113-4107	R-1 Council District 2 Reserve	NEISS, SARAH / NEISS, SARAH / COLORADO DELTA MECHANICAL INC / 866-Active	922 / 20.00 4/30/14 / 10/30/15 Active
Description of Work: REPLACE 50 GAL GAS 40K BTU WATER HEATER				

Total Permits Issued (Building Permit - Other) : 25 Total Cost: 142,328.00 Total Fees: 1,716.52

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
 Phone : (303) 789-2541
 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Demo				
75169 Demo 4/3/14	459 60 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3	TASSELL, ROGER & VALERIE / TASSELL, ROGER & VALERIE / QUALITY BUILDING SERVICES / 720-560-87	2,520 / 20.00 4/3/14 / 10/4/15 Active
Description of Work: DEMO FOR KITCHEN REMODEL				
75213 Demo 4/18/14	802 14 VISTA RD ENGLEWOOD, CO 80113-4921	R-1 Council District 2 Village Hls Addn 2nd Flng	NIELSEN, NYIA JANE / NIELSEN, NYIA JANE / ANDREW & NANCY NIELSEN / 303-758-8702	20,000 / 20.00 4/18/14 / 10/18/15 Active
Description of Work: REMOVE NON FUNCTIONING SWIMMING POOL; FILL WITH DIRT AND TOP WITH SOD				
75151 Demo 3/28/14	866 4040 S HUDSON WAY ENGLEWOOD, CO 80113-5114	R-4	LEFEVRE, BENJAMIN W & ABBIE S / LEFEVRE, BENJAMIN W & ABBIE S / LIFEHOUSE CONSTRUCTION / 303-921-9922	2,000 / 20.00 4/2/14 / 10/2/15 Active
Description of Work: DEMO LAUNDRY ROOM/MUDROOM & SECOND FLOOR				
75219 Demo 4/21/14	54 999 E LAYTON AVE ENGLEWOOD, CO 80113-7016	R-3 Council District 3 East Bellevue	ARMSTRONG, CLAY / 303-210-6560 ARMSTRONG, CLAY / 303-210-6560 HOFF'S LANDSCAPE / 303-210-6560	1,200 / 20.00 4/2/14 / 10/2/15 Active
Description of Work: DEMO EXISITNG CHICKEN COOP. NO DRY WALL REMOVAL				
75221 Demo 4/22/14	643 15 VISTA RD ENGLEWOOD, CO 80113-4909	R-2 Council District 2 Village Hls Addn 2nd Flng	15 VISTA HOLDINGS, LLC / 15 VISTA HOLDINGS, LLC / MENDOZA DEMOLITION SERVICES / 303-91	15,000 / 20.00 4/23/14 / 10/23/15 Active
Description of Work: DEMO OF TWO OUTBUILDINGS AND INTERIOR WALL DEMO				
75237 Demo 4/28/14	1256 4041 S CHERRY ST ENGLEWOOD, CO 80113-5082	R-5	POOL, HENRY / 303-884-7373 POOL, HENRY / 303-884-7373 HENRY POOL / 303-884-7373	5,000 / 20.00 4/28/14 / 10/28/15 Active
Description of Work: DEMO PATIO				

Total Permits Issued (Demo) : 6

Total Cost: 45,720.00

Total Fees: 120.00

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO

2450 E. Quincy Avenue

Phone : (303) 789-2541

Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Electrical				
75165 432 Electrical 4/1/14	110 GLENMOOR DR ENGLEWOOD, CO 80113-7124	O-1 Council District 3 Glenmoor	GLENMOOR COUNTRY CLUB / 303-781-3000 GLENMOOR COUNTRY CLUB / 303-781-3000 APPLIED ELECTRIC / 303-420-1518	5,000 / 108.75 4/1/14 / 10/2/15 Active
Description of Work: WIRE BATHROOM				
75075 1219 Electrical 2/2/14	4101 S COLORADO BLVD ENGLEWOOD, CO 80113-5039	R-1 Council District 2 Smith's Gardens	THREE POND INVESTMENT LLC / 303-886-5 THREE POND INVESTMENT LLC / 303-886-5 ADVANTAGE ELECTRIC INC / 303-430-1050	40,000 / 870.00 4/2/14 / 10/3/15 Active
Description of Work: WIRE NEW REDISENCE WITH 600 AMP SERVICE				
75168 1010 Electrical 4/2/14	5367 E OXFORD AVE ENGLEWOOD, CO 80113-5120	R-4	JACOBSEN, ERIC & JENNIFER / 303-335-746 JACOBSEN, ERIC & JENNIFER / 303-335-746 APPLIED ELECTRIC / 303-420-1518	35,000 / 761.25 4/2/14 / 10/3/15 Active
Description of Work: NWSFR ELECTRICAL- 320 AMP				
75171 1810 Electrical 4/3/14	1275 E BELLEVIEW AVE LITTLETON, CO 80121-8104	R-3 Council District 4 Viking Acres	ROWAN, YANITA L & / ROWAN, YANITA L & / MK ELECTRIC / 303-916-8696	2,245 / 65.25 4/3/14 / 10/4/15 Active
Description of Work: GCFI STEAM SHOWER AND HEATED FLOOR/ RELOCATE LIGHTING				
75173 936 Electrical 4/4/14	4236 S EUDORA ST ENGLEWOOD, CO 80113-5007	R-4	ROGERS, DARROW & KRISTINA / ROGERS, DARROW & KRISTINA / MEM ELECTRIC / 303-619-2702	2,000 / 55.00 4/4/14 / 10/5/15 Active
Description of Work: NEW 50 AMP SUB PANEL FOR POOL				
75177 267 Electrical 4/7/14	7 CHERRY VALE DR ENGLEWOOD, CO 80113-7052	R-4 Council District 1	VONWALD, CHRISTINA BEARMAN / VONWALD, CHRISTINA BEARMAN / 5M ELECTRIC / 303-944-6487	3,500 / 87.00 4/7/14 / 10/8/15 Active
Description of Work: EXTERIOR LIGHTING AND OUTLETS				
75179 312 Electrical 4/8/14	5 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3 Council District 2	GRASMICK, JERRY J & VICTORIA C / GRASMICK, JERRY J & VICTORIA C / CROTZER ELECTRIC LLC / 720-876-8936	475 / 55.00 4/8/14 / 10/9/15 Active
Description of Work: ELECTRICAL FOR OUTDOOR KITCHEN				
75186 834 Electrical 4/10/14	5133 E OXFORD AVE ENGLEWOOD, CO 80113-5117	R-4	COWAN, BARRET / 303-885-0767 COWAN, BARRET / 303-885-0767 EXCALIBUR ELECTRIC / 720-435-5544	3,000 / 65.25 4/10/14 / 10/11/15 Active
Description of Work: ELECTRICAL FOR KITCHEN ADDITION				

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
75191 1067 Electrical 4/11/14 4/4/14	4286 S ELM CT ENGLEWOOD, CO 80113-5005	R-4	NASH, PRESCOTT B & CHRISTINA H / NASH, PRESCOTT B & CHRISTINA H / LAGRANGE ELECTRIC / 720-490-8792	800 / 55.00 4/11/14 / 10/11/15 Active
Description of Work: ELECTRIC FOR KITCHEN REMODEL				
75195 410 Electrical 4/14/14 4/14/14	4545 S UNIVERSITY BLVD ENGLEWOOD, CO 80113-6099	R-1 Council District 1 St. Mary's Academy Flng 1	ST MARYS ACADEMY OF THE / 303-762-8300 ST MARYS ACADEMY OF THE / 303-762-8300 TOWER ELECTRIC / 303-690-0235	28,000 / 609.00 4/14/14 / 10/15/14 Active
Description of Work: RELOCATE TRANSFORMER				
75196 459 Electrical 4/14/14 4/14/14	60 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3	TASSELL, ROGER & VALERIE / TASSELL, ROGER & VALERIE / IMAGE ELECTRIC CORP / 303-280-2300	2,600 / 65.25 4/14/14 / 10/14/15 Active
Description of Work: ELECTRICAL FOR KITCHEN REMODEL				
75198 51 Electrical 4/15/14 4/15/14	4880 S FRANKLIN ST ENGLEWOOD, CO 80113-7009	R-1 Council District 4	O'SHAUGHNESSY, DANIEL J & / O'SHAUGHNESSY, DANIEL J & / KOOPMAN ELECTRIC / 303-359-2110	2,500 / 65.25 4/15/14 / 10/15/15 Active
Description of Work: ELECTRICAL FOR POOL HOUSE REMODEL AND MASTER/ CLOSET				
75210 1796 Electrical 4/18/14 4/18/14	6343 E STANFORD AVE ENGLEWOOD, CO 80111-1161	R-4	6455 E TUFTS AVE / 303-437-6844 LIGHT, BRAD / 303-437-6844 HOLLOWAY ELECTRIC INC / 720-436-0200	8,500 / 195.75 4/18/14 / 10/18/15 Active
Description of Work: ELECTRIC FOR MASTER BED AND BATH REMODEL				
75211 1002 Electrical 4/18/14 4/18/14	4989 E OXFORD AVE ENGLEWOOD, CO 80113-5116	R-4	GRESSLE, CHARLES EDWARD III & / GRESSLE, CHARLES EDWARD III & / LET THERE BE LIGHT ELECTRIC / 303-359-2 Active	17,500 / 391.50 4/18/14 / 10/18/15 Active
Description of Work: REWIRE HOUSE AND NEW ELECTRICAL SERVICE				
75218 1841 Electrical 4/21/14 4/23/14	4825 S FAIRFAX ST LITTLETON, CO 80121-2023	R-1 Council District 5 Klikoff	O'SHAUGHNESSY, STEPHEN M & / 303-884-525 O'SHAUGHNESSY, STEPHEN M & / 303-884-4231 LITTLETON HEATING & AIR / 303-798-3880	525 / 55.00 4/23/14 / 10/23/15 Active
Description of Work: ELECTRIC RECONNECT FOR 3 AC UNITS				
75223 758 Electrical 4/23/14 4/23/14	1 CHURCHILL DR ENGLEWOOD, CO 80113-4001	R-2 Council District 4 Chry Hls Park	SEVO, JOHN M / 303-781-5000 SEVO, JOHN M / 303-781-5000 GREEN FORCE ELECTRIC LLC / 303-478-191	650 / 55.00 4/23/14 / 10/23/15 Complete
Description of Work: ADD ELECTRICAL FLOOR RECEPTACLE				

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
75225 1229 Electrical 4/24/14	4085 S DEXTER ST ENGLEWOOD, CO 80113-5123	R-5	BRENNAN, DAVID WAYNE & / BRENNAN, DAVID WAYNE & / CREATIVE ELECTRIC INC / 303-781-1241	1,050 / 55.00 4/24/14 / 10/24/15 Active
Description of Work: ELECTRIC FOR POOL EQUIPMENT				
75226 246 Electrical 4/24/14	11 LAYTON LN, ENGLEWOOD , CO Layton Lane MLA	R-3 Council District 4	FERGUSON, MIKE / 303-406-8837 FERGUSON, MIKE / 303-406-8837 GREAT AMERICAN ELECTRIC / 303-888-172	2,400 / 65.25 4/24/14 / 10/25/15 Active
Description of Work: SWIMMING POOL WIRING				
75231 113 Electrical 4/25/14	5 SOUTH LN ENGLEWOOD, CO 80113-7022	R-3 Smith's Gardens 2nd Flng	CANNON, REYNOLDS G / CANNON, REYNOLDS G / JNB ELECTRIC INC / 303-378-9094	300 / 50.00 4/25/14 / 10/25/15 Active
Description of Work: TEMP METER				
75241 2012 Electrical 4/28/14	53 GLENMOOR WAY ENGLEWOOD, CO 80113-7120	R-3	KARSH, BRICE W / KARSH, BRICE W / APPLIED ELECTRIC / 303-420-1518	300 / 50.00 4/28/14 / 10/28/15 Active
Description of Work: ADD EXTERIOR RECEPTACLE AT BBQ AREA				
75243 1324 Electrical 4/29/14	4030 S CLERMONT ST ENGLEWOOD, CO 80113-5086	R-5	EURICH, GREGORY A & MILLER, / EURICH, GREGORY A & MILLER, / MOONLIGHT ELECTRIC / 303-944-5988	1,150 / 55.00 4/29/14 / 10/29/15 Active
Description of Work: REPLACE MASTER BATH FLOOR HEAT.				
75244 643 Electrical 4/29/14	15 VISTA RD ENGLEWOOD, CO 80113-4909	R-2 Council District 2 Village Hts Addn 2nd Flng	15 VISTA HOLDINGS, LLC / 15 VISTA HOLDINGS, LLC / ABDR ELECTRIC / 303-598-6028	500 / 55.00 4/29/14 / 10/29/15 Active
Description of Work: INSTALLING TEMP POWER				
75254 701 Electrical 4/30/14	13 VILLAGE RD ENGLEWOOD, CO 80113-4907	R-1 Council District 2 Village Hts Addn	SAMUEL GARY TRUST / SAMUEL GARY TRUST / CREATIVE ELECTRIC INC / 303-781-1241	5,150 / 130.50 4/30/14 / 10/30/15 Active
Description of Work: ELECTRICAL WORK FOR GATE				
75181 247 Electrical 4/8/14	8 SOUTH LN ENGLEWOOD, CO 80113-7023	R-3 Council District 2	HUSEBY, MICHAEL / 303-781-2601 HUSEBY, MICHAEL / 303-781-2601 A GREEN SPARKY / 720-276-1032	4,200 / 108.75 10/9/15 / Active
Description of Work: WIRE SUN ROOM/ SWIM SPA & SERVICE CHANGE				
Total Permits Issued (Electrical) : 24				Total Fees: 4,128.75
Total Cost: 167,345.00				Total Fees: 4,128.75

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
 Phone : (303) 789-2541
 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Exterior Remodel				
75142 242 Exterior Remodel 3/25/14 4/1/14	5000 S LAFAYETTE LN ENGLEWOOD, CO 80113-7014	R-3 Council District 4 Chry-Moor Acres	BROWN, ROBERT G & / BROWN, ROBERT G & / KMW DEVELOPMENT & CONSTRUCTION CO Active	6,500 / 373.13 4/1/14 / 10/2/15
Description of Work: CONVERT STORAGE TO GARAGE. REMOVE WINDOW/ADD GARAGE DOOR/ ADD PORTION OF DRIVEWAY.				
75157 1057 Exterior Remodel 3/31/14 4/8/14	4050 S HUDSON WAY ENGLEWOOD, CO 80113-5114	R-4	HAYMONS, CHRIS / 303-506-3174 HAYMONS, CHRIS / 303-506-3174 BASEMENT PARTNERS INC / 303-667-0867 Active	15,000 / 468.75 4/8/14 / 10/9/15
Description of Work: REPAIR/ REBUILD OF FRONT PORCH AND WALKWAY				

Total Permits Issued (Exterior Remodel) : 2 Total Cost: 21,500.00 Total Fees: 841.88

Permit Listing - Monthly Report

Permits Issued

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Fence/Wall/Gate				
75174 192 Fence/Wall/Gate 4/4/14	27 VIKING DR ENGLEWOOD, CO 80113-7003	R-3 Council District 1	DEAN, SHERI / 303-993-6708 DEAN, SHERI / 303-993-6708 SPLIT RAIL FENCE CO / 303-548-7585	1,750 / 20.00 4/9/14 / 10/10/15 Complete
Description of Work: INSTALL 6' ORNAMENTAL IRON FENCE				
75175 154 Fence/Wall/Gate 4/4/14	1750 E STANFORD AVE ENGLEWOOD, CO 80113-6015	R-1	RIGGS, JEFF / 303-843-0440 RIGGS, JEFF / 303-843-0440 HOFF'S LANDSCAPE / 303-210-6560	32,000 / 360.00 4/9/14 / 10/10/15 Active
Description of Work: FENCE AND COLUMNS				
75180 761 Fence/Wall/Gate 4/8/14	3 RANDOM RD ENGLEWOOD, CO 80113-6105	R-1 Council District 2	ISELY, KEMPER / 303-663-8909 ISELY, KEMPER / 303-663-8909 HARRISON CUSTOM BUILDERS LTD / 303-9	30,000 / 337.50 4/9/14 / 10/10/15 Active
Description of Work: ENTRY MONUMENT				
75230 56 Fence/Wall/Gate 4/25/14	4646 S LAFAYETTE ST ENGLEWOOD, CO 80113-5948	R-3	AUTTERSON, MATTHEW / AUTTERSON, MATTHEW / AMERICAN GALVANIZED IRON WORKS LLC	8,488 / 95.49 4/29/14 / 10/29/15 Active
Description of Work: REPLACING EXISTING FENCE WITH NEW FENCE.				
75236 37 Fence/Wall/Gate 4/28/14	7 LAYTON LN ENGLEWOOD, CO 80113-7007	R-3 Council District 2	ANILIONIS, RAYMOND L & / ANILIONIS, RAYMOND L & / ROTOLO, MARK P / 408-887-7957	7,000 / 78.75 4/30/14 / 10/30/15 Active
Description of Work: NEW FENCE ALONG PROPERTY				
Total Permits Issued (Fence/Wall/Gate) : 5			Total Cost: 79,238.00	Total Fees: 891.74

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Interior Remodel				
75143 1067 Interior Remodel 3/25/14 4/1/14	4286 S ELM CT ENGLEWOOD, CO 80113-5005	R-4	NASH, PRESCOTT B & CHRISTINA H / NASH, PRESCOTT B & CHRISTINA H / LEGRICE CONSTRUCTION / 720-343-9984	26,000 / 592.50 4/1/14 / 10/2/15 Active
Description of Work: KITCHEN REMODEL				
75149 51 Interior Remodel 3/27/14 4/4/14	4880 S FRANKLIN ST ENGLEWOOD, CO 80113-7009	R-1 Council District 4	O'SHAUGHNESSY, DANIEL J & / O'SHAUGHNESSY, DANIEL J & / RC BROWN CO / 720-530-5443	75,000 / 1,143.75 4/4/14 / 10/5/15 Active
Description of Work: MASTER BATHROOM & POOL HOUSE REMODEL (REPLACE CABINETS, COUNTERS, TILE, PLUMBING)				
75153 1796 Interior Remodel 3/28/14 4/4/14	6343 E STANFORD AVE ENGLEWOOD, CO 80111-1161	R-4	6455 E TUFTS AVE / 303-437-6844 LICHT, BRAD / 303-437-6844 6455 E TUFTS AVE / 303-437-6844	48,000 / 840.00 4/4/14 / 10/5/15 Active
Description of Work: REPAIR DRYWALL, FRAME & REMODEL 3 BATHROOMS (NON-STRUCTURAL)				
75170 459 Interior Remodel 4/3/14 4/8/14	60 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3	TASSELL, ROGER & VALERIE / TASSELL, ROGER & VALERIE / QUALITY BUILDING SERVICES / 720-560-874	56,772 / 938.69 4/8/14 / 10/9/15 Active
Description of Work: KITCHEN REMODEL				
75178 2174 Interior Remodel 4/7/14 4/16/14	14 COVINGTON DR ENGLEWOOD, CO 80113-4145	R-3A Highline Mdws in Chry Hls	PERRY, BRETT M & CASEY / PERRY, BRETT M & CASEY / POWERS CONSTRUCTION / 303-915-9860	41,000 / 761.25 4/16/14 / 10/16/15 Active
Description of Work: BASEMENT REMODEL				
75228 2145 Interior Remodel 4/24/14 4/28/14	26 CHERRY HILLS PARK DR ENGLEWOOD, CO 80113-7175	R-1 Council District 2 Chry Hls Park I	AUSTIN, CHRISTIE L / AUSTIN, CHRISTIE L / BOND GENERAL CONTRACTORS / 303-768-	33,000 / 671.25 4/28/14 / 10/28/15 Active
Description of Work: REMODEL 1397 SF OF UNFINISHED BASEMENT SPACE; 1103 SF OF THAT AREA WILL BE REFINISHED.				

Total Permits Issued (Interior Remodel) : 6 Total Cost: 279,772.00 Total Fees: 4,947.44

Permit Listing - Monthly Report

Permits Issued

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 2450 E. Quincy Avenue
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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Minor Addition				
75123 1040 Minor Addition 3/19/14 4/2/14	4205 S HUDSON PKY ENGLEWOOD, CO 80113-5014	R-4	DORIGHI, MATTHEW & SYDNEE / DORIGHI, MATTHEW & SYDNEE / BILL DEMAIO / 303-321-2718	720-988-3 200,000 / 3,321.40 720-988-3 4/2/14 / 10/3/15 Active
Description of Work: MINOR ADDITION TO SINGLE FAMILY DWELLING				
75150 866 Minor Addition 3/27/14 4/8/14	4040 S HUDSON WAY ENGLEWOOD, CO 80113-5114	R-4	LEFEVRE, BENJAMIN W & ABBIE S / LEFEVRE, BENJAMIN W & ABBIE S / LIFEHOUSE CONSTRUCTION / 303-921-9922	60,000 / 1,146.00 4/8/14 / 10/9/15 Active
Description of Work: REMODEL LAUNDRY/MUDROOM (1ST FLOOR) AND REMODEL (2ND FLOOR)				
75156 659 Minor Addition 3/28/14 4/16/14	30 SEDGWICK DR ENGLEWOOD, CO 80113-4110	R-2	EDGAR, LIZ / EDGAR, LIZ / CONSOLIDATED CONSTRUCTION MGMT / 3	365,000 / 6,120.65 4/16/14 / 10/16/15 Active
Description of Work: REMODEL & ADD 1,500 SQ FT TO KITCHEN, GARAGE & 2ND STORY ABOVE GARAGE				
75176 1870 Minor Addition 4/4/14 4/16/14	6 WALDEN LN LITTLETON, CO 80121-2044	R-1 Council District 2	DUEMKE, EMMETT E & MARSHA R / DUEMKE, EMMETT E & MARSHA R / GRUBER REMODELING / 303-994-1560	275,000 / 3,393.75 4/16/14 / 10/16/15 Active
Description of Work: SMALL ADDITION; INTERIOR REMODEL				
75190 712 Minor Addition 4/10/14 4/21/14	79 SEDGWICK PL ENGLEWOOD, CO 80113-4106	R-2	GUARDO & HALL, PAMELA & BRYAN / GUARDO & HALL, PAMELA & BRYAN / RD SIMMERMON & CO / 303-229-3061	203-4 225,000 / 3,785.65 203-4 4/2/14 / 10/2/15 Active
Description of Work: GARAGE AND ADDITIONAL LIVING SPACE				
75193 147 Minor Addition 4/11/14 4/21/14	22 SOUTH LN ENGLEWOOD, CO 80113-7047	R-3 Chrymoor South Flng 2	HUGUEZ, EDWARD & ELIZABETH A / HUGUEZ, EDWARD & ELIZABETH A / HENTSCHEL DESIGNS LLC / 303-506-9225	60,000 / 1,446.90 4/2/14 / 10/2/15 Active
Description of Work: REMODEL BEDROOM AND BATH; ADD 191 SQ FT FOR NEW BEDROOM.				
75209 1434 Minor Addition 4/17/14 4/25/14	15 MOCKINGBIRD LN ENGLEWOOD, CO 80113-4813		NAUGHTON, CYNTHIA ANN / NAUGHTON, CYNTHIA ANN / SOUTHWOOD CONSTRUCTION / 720-635-66	165,000 / 2,708.25 4/25/14 / 10/25/14 Active
Description of Work: INTERIOR RENOVATION AND ADDITION OF 140 SQ FT				

Total Permits Issued (Minor Addition) : 7 Total Cost: 1,350,000.00 Total Fees: 21,922.60

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO

2450 E. Quincy Avenue

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Roof				
75164 1796 Roof 4/1/14	6343 E STANFORD AVE ENGLEWOOD, CO 80111-1161	R-4	6455 E TUFTS AVE / 303-437-6844 LICHT, BRAD / 303-437-6844 ALLIANCE ROOFING INC / 720-859-1200	38,500 / 433.13 4/1/14 / 10/2/15 Active
Description of Work: REROOF 64SQ FT OF WESTILE				
75189 804 Roof 4/10/14	3750 S CORONA ST ENGLEWOOD, CO 80113-7513	R-3	JOHNSON, KAY D / JOHNSON, KAY D / ARAPAHOE ROOFING & SHEET METAL INC , Complete	37,211 / 418.62 4/10/14 / 10/10/15
Description of Work: REMOVE ROOF AND REPLACE WITH NEW TAMKO HERITAGE SHINGLES				
75199 519 Roof 4/15/14	100 GLENMOOR LN ENGLEWOOD, CO 80113-7172	R-3 Council District 3 Glenmoor	FALLON, KEVIN & DIANA / 303-762-1803 FALLON, KEVIN & DIANA / 303-762-1803 TENNANT ROOFING INC / 303-794-4612	42,328 / 476.19 4/15/14 / 10/15/15 Active
Description of Work: T/O OLD TILE ROOF & INSTALL NEW TILE (WESTILE BARCELONA). ICE & WATER AT ALL EAVES & DOUBLE UNDERLAYMENT				
75203 891 Roof 4/16/14	4060 S HUDSON WAY ENGLEWOOD, CO 80113-5114	R-4	MONHEIT, PETER & HEDY / 303-757-5605 MONHEIT, PETER & HEDY / 303-757-5605 RED SKY ROOF, LLC / 303-688-2201	23,050 / 259.31 4/16/14 / 10/16/15 Complete
Description of Work: TEAR OFF ROOF AND INSTALL NEW LIFETIME SHINGLE				
75204 37 Roof 4/16/14	1199 E LAYTON AVE ENGLEWOOD, CO 80113-7017	R-3 Council District 4 Swastika Acres 1	BRADY & O'DONNELL, MICHAEL & ELLEN / : 35,800 / 402.75 BRADY & O'DONNELL, MICHAEL & ELLEN / : 4/16/14 / 10/16/15 ALLIANCE ROOFING INC / 720-859-1200	35,800 / 402.75 4/16/14 / 10/16/15 Withdrawn
Description of Work: ROOF 88 SQ OF BORAL TILES				
75208 1842 Roof 4/17/14	4601 E BELLEVIEW AVE LITTLETON, CO 80121-8107	O-1 Council District 3 Pheasant Ridge	VILLAGE TENNIS, RIDING AND / 303-771-813 VILLAGE TENNIS, RIDING AND / 303-771-813 WILSON BROTHERS INC / 303-294-9535	14,000 / 157.50 4/17/14 / 10/17/15 Complete
Description of Work: REROOF WEST SIDE WITH EPDM MEMBRANE				
75222 1921 Roof 4/22/14	5250 E CHENANGO AVE LITTLETON, CO 80121-2036	R-1 Council District 5 Blackmer Hill	Gordon, Steve and Emily / 303-881-3375 Gordon, Steve and Emily / 303-881-3375 INTERSTATE ROOFING / 303-763-9114	9,750 / 109.69 4/22/14 / 10/22/15 Active
Description of Work: T/O AND REROOF WITH GAF TPO MEMBRANE 13 SQ.				
75227 453 Roof 4/24/14	40 GLENMOOR DR ENGLEWOOD, CO 80113-7116	R-3	TUITE, BRIAN & DAWN / TUITE, BRIAN & DAWN / WEATHERPRO EXTERIORS / 303-927-9716	33,000 / 371.25 4/24/14 / 10/25/15 Active
Description of Work: TEAR OFF AND REROOF LIFETIME SHAKES				

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
--------------------------------------------------------------	--------------------------------------	---------------------------------------------	----------------------------------------------------------------------	-------------------------------------------------------

Total Permits Issued (Roof) : 8

Total Cost: 233,639.00

Total Fees: 2,628.44

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
--------------------------------------------------------------	--------------------------------------	---------------------------------------------	----------------------------------------------------------------------	-------------------------------------------------------

Total Permits Issued : 88

Total Cost: 3,009,267.00

Total Fees: 48,083.58

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 11c(i)

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL

FROM: MICHELLE TOVREA, POLICE CHIEF

SUBJECT: APRIL REPORT

DATE: MAY 20, 2014

In April, the department conducted two full days of in-service training. Topics included courtroom testimony, Miranda warning and legal update, elder abuse, report writing, building searches, and updates from Ms. Barlow and me. The courses were taught by John Hower of the District Attorney's Office, Ms. Linda Mishow and our own staff.

Officer Lenny Abeyta was released to "solo duty" this month after completing his training.

I hosted a meeting with Greenwood Village Chief of Police John Jackson and State Representative Daniel Kagan at CHVPD. The discussion centered on the issue of a house bill to eliminate photo radar and photo red light systems throughout the state. It was a very productive meeting. In addition to the meeting, I was asked to testify along with several other law enforcement officials at the legislature. The bill was eventually defeated.

Commander Weathers has begun to "ramp up" preparations for BMW golf tournament. He hosted a meeting with the golf staff to specifically discuss security issues and attended the monthly meeting for all stake holders. The planning continues... ..

On April 30, the department completed the last portion of the State Accreditation process with an "on-sight" inspection. Division Chief Jim Lorentz of Wheat Ridge PD and Lieutenant Tom Wilkes of Aurora PD were the assessors assigned to our inspection. Overall, our process was described as excellent. My appreciation and sincere thanks goes out to Supervisor John Reynolds for his tireless work as the overall accreditation manager and Commander Patrick Weathers for his input and historical knowledge and assistance. In addition, Officer Paul McCarthy, Nathalie Klasens, Sarah Henderson and Detective Nick Steele provided great support with logistics to make the process run smoothly.

Lastly, I celebrated my two year anniversary as your Chief of Police on April 30, 2014. I am grateful for the opportunity to serve the citizens of Cherry Hills Village and I am proud of our outstanding police department.

Thank you all for your support,
Michelle Tovrea

Investigations Case Summary:

There were 2 criminal mischief reports in the month of April:

- In the first, the victim stated that someone broke several panes of glass and dented two outdoor light fixtures. **This case is inactive – no new leads.**
- In the second, the victim stated that someone pried open his mailbox with an unknown object. The damage to the mailbox is estimated at \$2000.00. **This case is inactive – no new leads.**

There were 2 theft reports in the month of April:

- In the first, the victim stated that someone stole a TREK bicycle from an area near the Fieldhouse at Kent Denver. The value of the stolen bicycle is estimated at \$1000.00. **This case is inactive – no new leads.**
- In the second, the victim reported that someone stole a package containing clothing from her front porch. The value of the stolen items is approximately \$50.00. **This case is inactive – no new leads.**

There was 1 burglary report in the month of April:

- Officers responded to an alarm at 15 Cherry Lane Drive and discovered an unknown male in the unoccupied residence. The male suspect was arrested with the assistance of the Arapahoe County Sheriff's Office K9 unit and held in the Arapahoe County Justice Center. Nothing was taken from the home. **This case is cleared by arrest.**

There were 4 fraud reports in the month of April:

- In the first, the victim stated that someone filed a fraudulent tax return using his name and personal information. **This case is closed – referred to other agency (IRS).**
- In the second, the victim stated that someone filed a fraudulent tax return using his name and personal information and the name of his wife. **This case is closed – referred to other agency (IRS).**
- In the third, the victim stated that someone filed a fraudulent tax return using his name and personal information. **This case is closed – referred to other agency (IRS).**
- In the fourth, the victim stated she received a phone call from a person identifying himself as Officer Horton from the Los Angeles Police Department. Officer Horton informed her that her grandson was arrested. The subject then advised her that she should send cash to bond her grandson out of jail. Detective Nick Steele was able to intercept the FEDEX shipment in time and return the money to the victim. **This case is inactive – no new leads.**

There were 2 harassment reports in the month of April:

- In the first, the reporting party stated that her daughter received several harassing text messages from an unknown individual. **This case remains under investigation.**
- In the second, the victim stated that while driving on E. Belleview Ave. another driver started making obscene gestures and throwing items at her vehicle. The female suspect was cited for harassment. **This case is closed – cleared by arrest.**

CHERRY HILLS POLICE DEPARTMENT MONTHLY STATISTICS

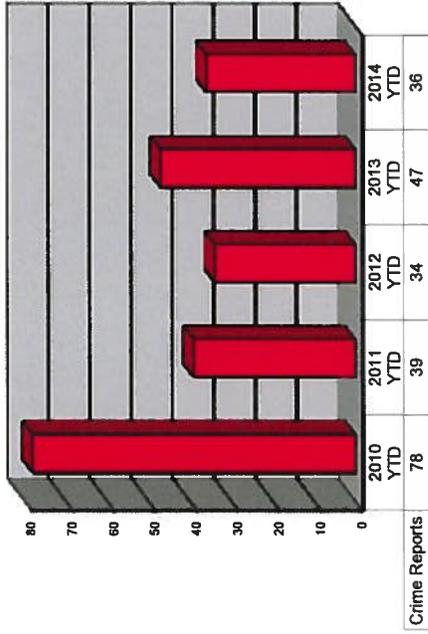
	Apr 2014	YEAR TO DATE 2014	YEAR TO DATE 2013	PERCENT CHANGE
TRAFFIC ACCIDENT	23	81	88	-8%
ALL CITATIONS	285	1034	883	17%
PARKING TICKETS	3	12	15	-20%
TRAFFIC WARNINGS	188	742	735	1%
DUI ARRESTS	7	21	34	-38%
DUS ARRESTS	12	53	57	-7%
# CRIME REPORTS	11	36	47	-23%
# ALARMS	33	163	139	17%
# ARRESTS (INCLUDES DUI'S & DUS's)	28	101	126	-20%
CITIZEN ASSISTS	17	60	79	-24%
ASSIST TO OTHER AGENCY	20	81	97	-16%
PROPERTY CHECKS (HW&BLDG)	1543	6611	4885	35%
CRIME PREVENTION NOTICES	37	153	189	-19%
FIELD INTERVIEW CARDS	8	36	16	125%

CHERRY HILLS VILLAGE

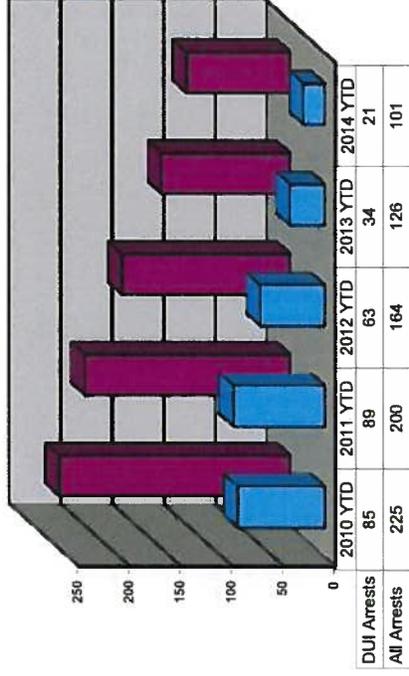
Police Statistics

YEAR-TO-DATE THROUGH APRIL (2010-2014)

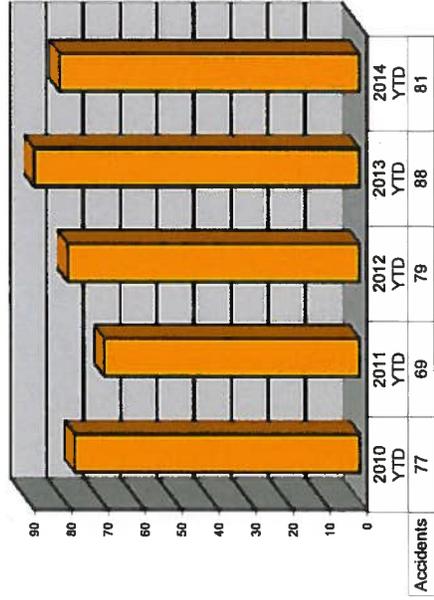
CRIME REPORTS



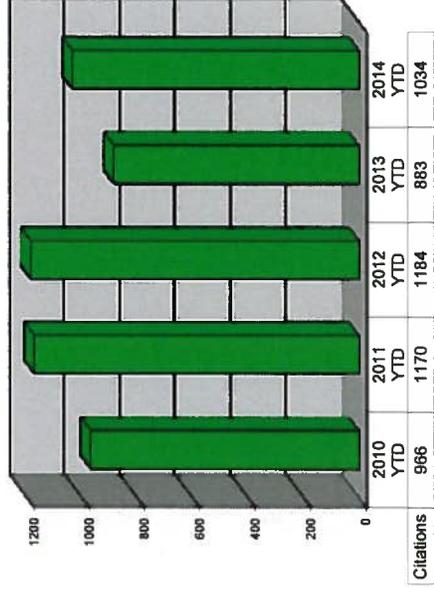
ARRESTS



TRAFFIC ACCIDENTS



CITATIONS

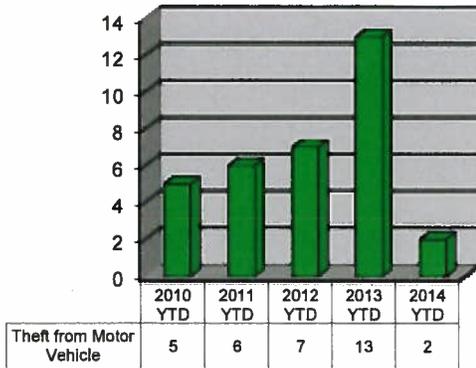


CHERRY HILLS VILLAGE

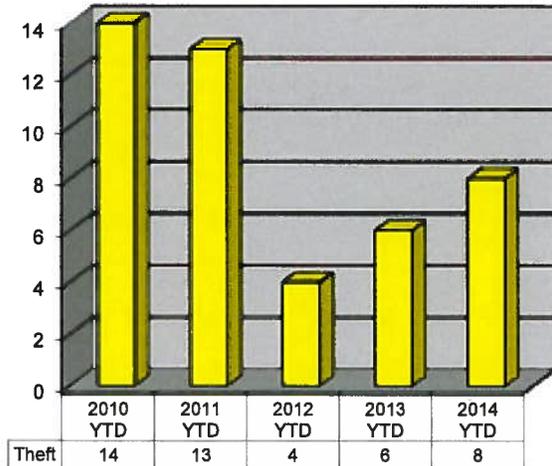
Crime Statistics

YEAR-TO-DATE THROUGH APRIL (2010-2014)

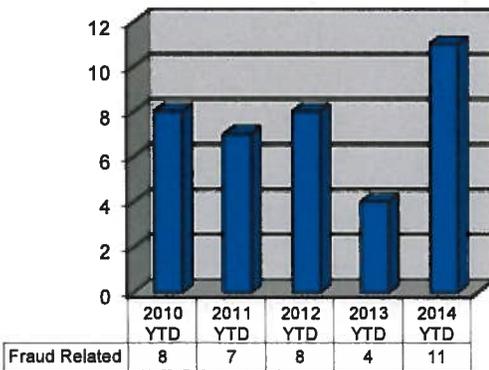
THEFT FROM MOTOR VEHICLE



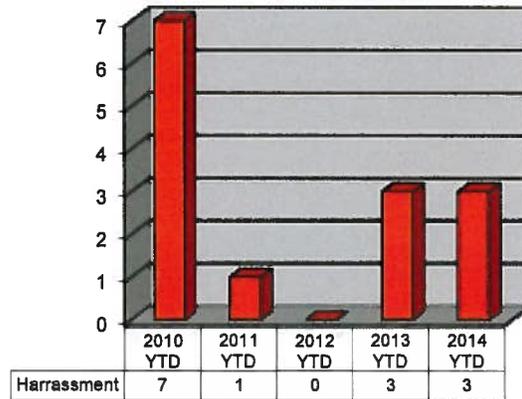
THEFT



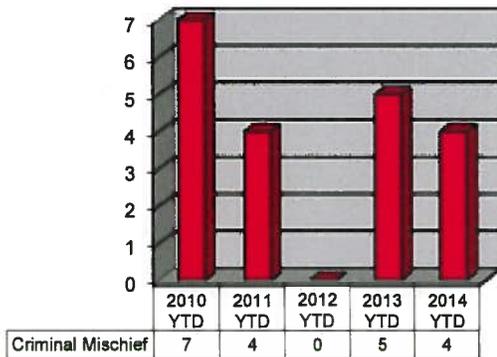
FRAUD RELATED



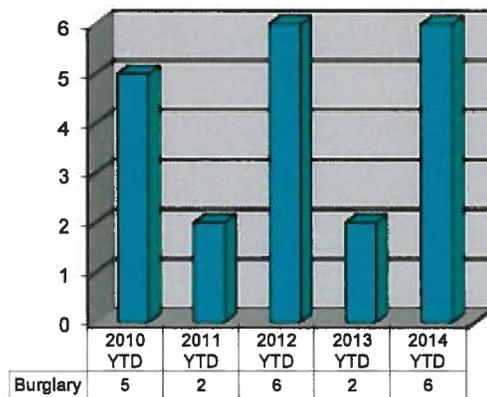
HARRASSMENT



CRIMINAL MISCHIEF



BURGLARY



CHERRY HILLS VILLAGE

Code Enforcement Statistics

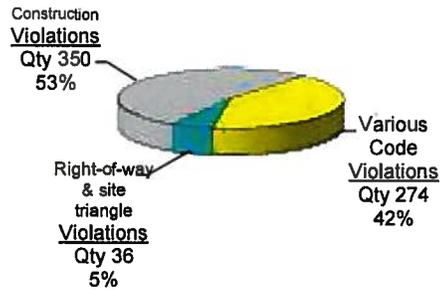
April 2014

Code Enforcement Issues	APR	YTD
On-View Violations	81	446
Requests for Service	28	109
Sight Triangle Violations	0	2
Construction Site Violations	55	304
Permit Violations	7	30
Stop Work Orders Served	3	16
Fence Violations	2	13
Weed Violations	0	0
Trash, Debris and Junk	2	7
Trees/Bushes Violations	4	11
Zoning violations	2	3
Right of Way Violations	7	34
Roll-offs/Port-a-let Violations	2	8
Sign Violations	15	160
Warnings/personal contacts	72	336
Letters/Posted Notices	25	96
Summons Issued	1	9
Notice of Violations	5	8
Misc Code Violations	13	72

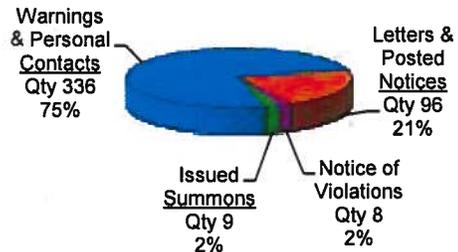
YEAR-TO-DATE 2014
Code Enforcement requests for service and on-view violations



YEAR-TO-DATE 2014
Code Violations



YEAR-TO-DATE 2014
Code Enforcement Actions

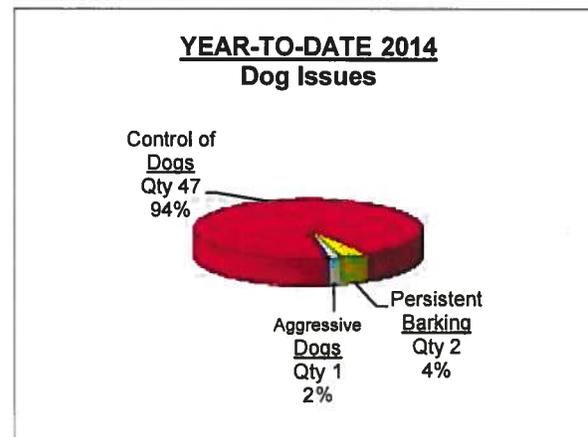
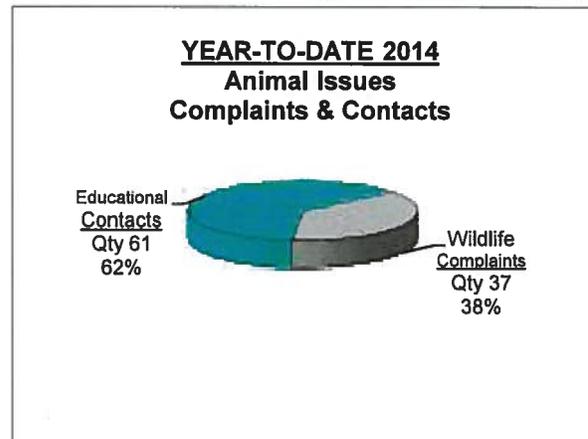
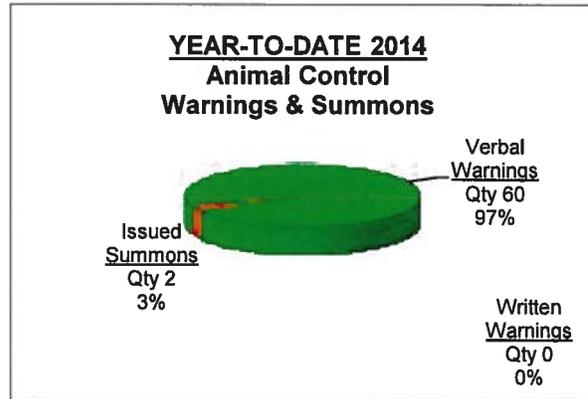


CHERRY HILLS VILLAGE

Animal Control Statistics

April 2014

Animal Control Issues	APR	YTD
Educational Contacts	17	61
Non-Wildlife Complaints	0	0
Control of Dogs	12	47
Persistent Barking	2	2
Aggressive Dogs	1	1
Wildlife Complaints	15	37
Verbal Warnings	10	60
Written Warnings	0	0
Summonses issued	2	2



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ITEM: 11c(i)

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL
FROM: JESSICA SAGER, MUNICIPAL COURT CLERK
SUBJECT: MUNICIPAL COURT MONTH END REPORT FOR APRIL 2014
DATE: MAY 20, 2014

DISCUSSION

Municipal Court Statistics

Monthly Totals	2014	2013	Difference
Citations filed	252	208	21%
Court appearances/guilty to original	144	99	45%
Plea by mail letters sent	140	123	14%
Revenue	\$26,330.00	\$21,685.00	\$64,645.00

BUDGET IMPACT STATEMENT

Through April, the Municipal Court has collected 38% of the total budgeted revenue amount.

ATTACHMENTS

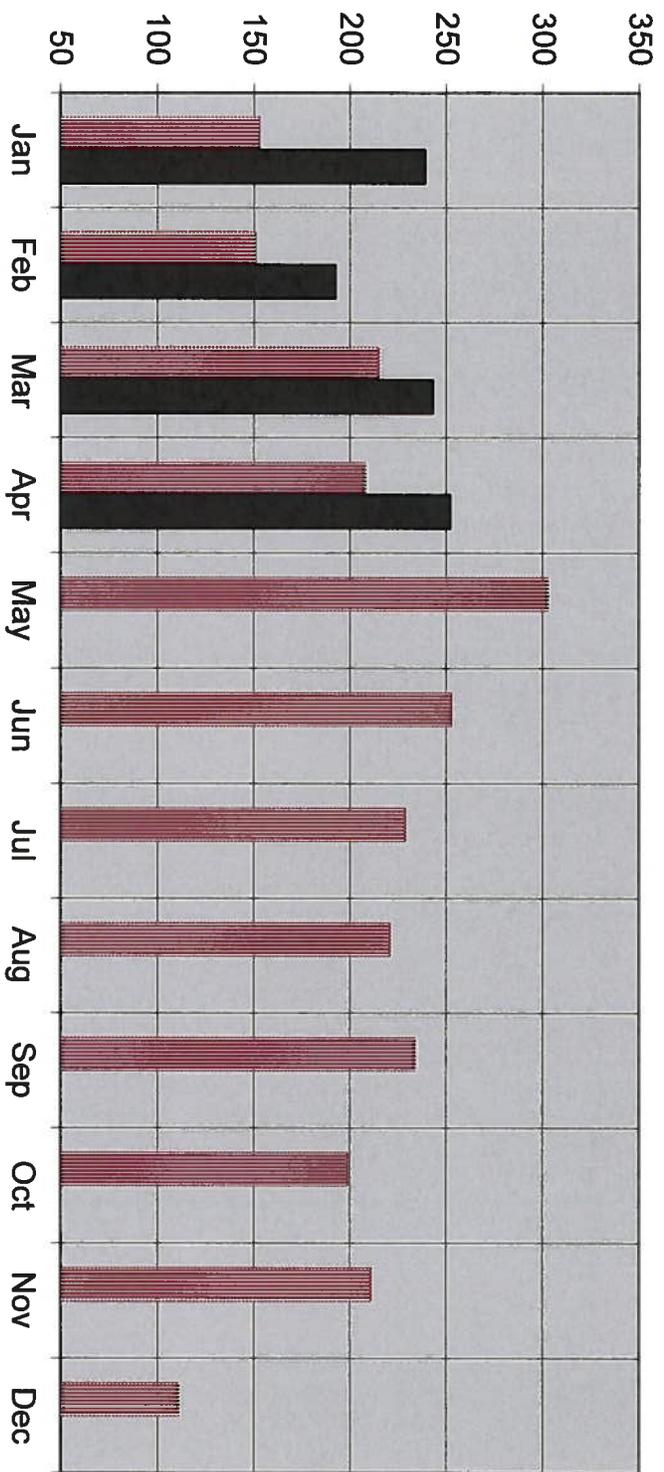
Exhibit A: Municipal Court Monthly Activity and Graphs

**CHERRY HILLS VILLAGE MUNICIPAL COURT
MONTHLY ACTIVITY
Apr-14**

	MONTH	YTD	PRIOR YTD
<u>COMPLAINTS FILED</u>			
TRAFFIC	241	874	675
PARKING	3	13	15
DOG	2	4	16
OTHER	6	35	21
TOTAL	252	926	727
<u>CLOSED BY CLERK</u>			
CLOSED BY CLERK	13	58	83
TOTAL	13	58	83
<u>PLEA BY MAIL</u>			
GLTY PLEA BY MAIL	127	407	306
TOTAL	127	407	306
<u>COURT ACTIVITY</u>			
GLTY TO ORIG	44	147	91
GUILTY TO AMENDED	55	175	132
DEFERRED JUDGMENTS	7	32	54
NOT GUILTY (set to trial)	3	10	7
NOT GUILTY (set to jury)	0	0	0
DISMISSED (proof of ins provided)	29	105	123
DISMISSED	5	13	14
SHOW CAUSE HEARINGS	0	2	0
<u>TRIAL TO COURT</u>			
CONVICTIONS	1	2	2
AQUITTALS	0	0	0
DISMISSED	0	0	0
<u>TRIAL TO JURY</u>			
CONVICTIONS	0	0	0
ACQUITTALS	0	0	0
DISMISSED	0	0	0
MISTRIALS	0	0	0
NUMBER OF PEOPLE IN COURT	144	486	423
<u>TOTAL MONEY COLLECTED</u>	\$26,330.00	\$90,770.00	

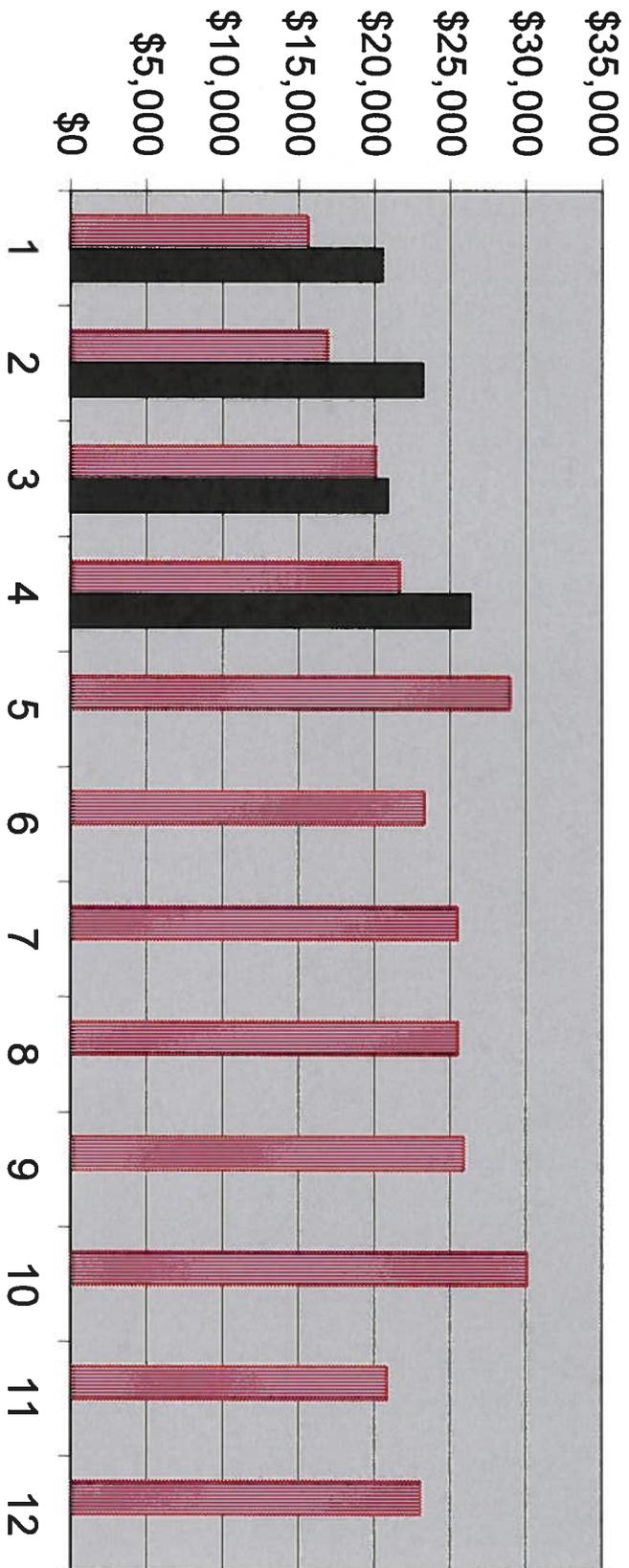
Citations Filed

■ 2013 ■ 2014



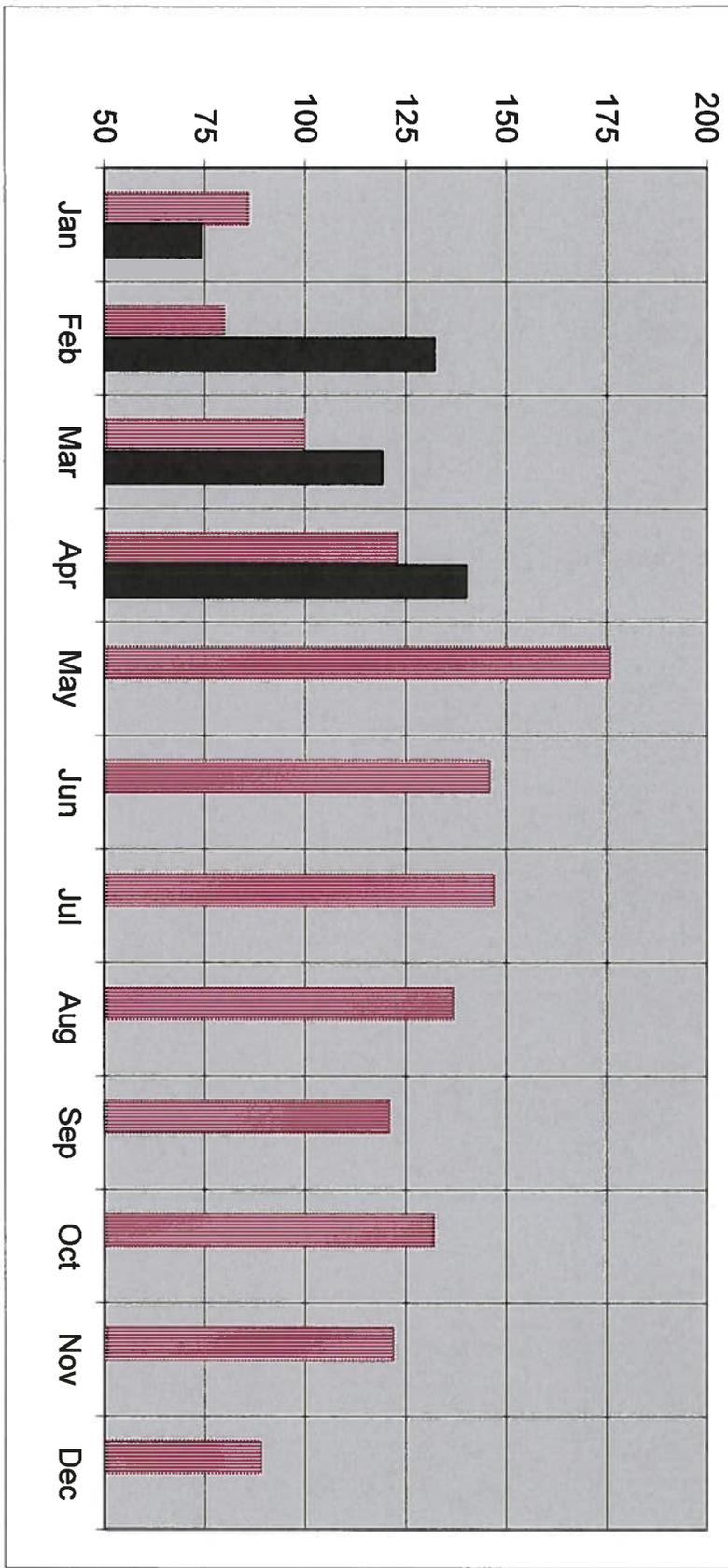
Fines Collected

■ 2013 ■ 2014



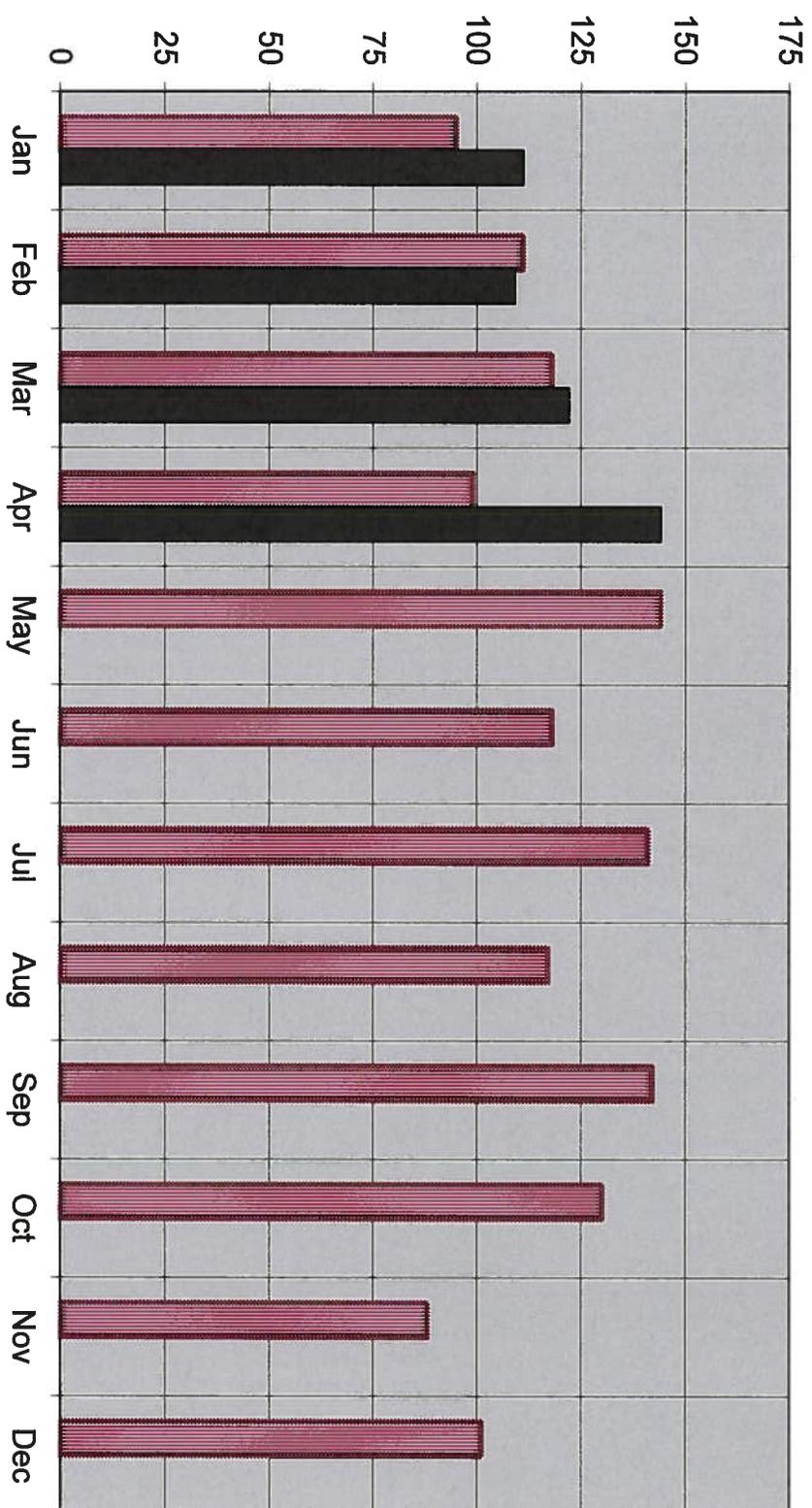
Plea By Mail Offered

■ 2013 ■ 2014

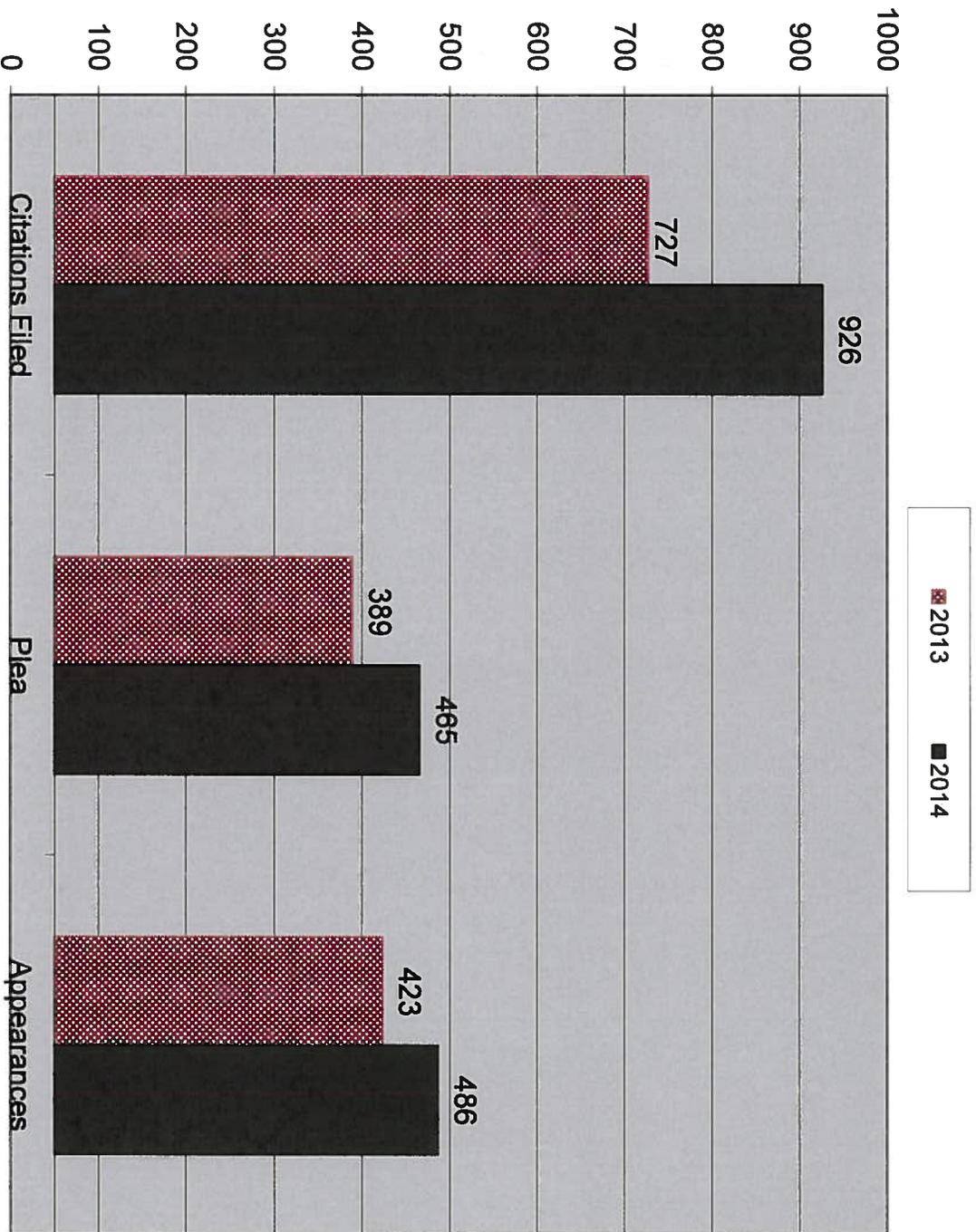


Court Appearances

■ 2013 ■ 2014



Year to Date Totals



**CHERRY HILLS VILLAGE
COLORADO**

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ITEM: 11c(i)

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL
FROM: JAY GOLDIE, DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS
SUBJECT: PUBLIC WORKS APRIL 2014 MONTH END REPORT
DATE: MAY 20, 2014

Both the Parks and Streets Divisions have completed the spring sweeping cycles and will continue to sweep as needed throughout the spring and summer seasons. Additionally, all Public Works staff continues to be involved in the accreditation process as time permits and bad weather keeps outside work limited. The Parks Division completed its first mowing cycle of the entire system, finished turning on all sprinkler systems and completed any needed repairs. Parks staff delivered 25 trees to residents through the annual Tree Program. The Streets Crew spent a large part of the month crack sealing the areas of the City that will be chip-sealed later this year. The crew will be crack sealing again in the fall to keep the street maintenance program on schedule.

Various Public Works staff continues to work with the Parks, Trails and Recreation Commission (PTRC), Quincy Farm Visioning Committee (QFVC), Public Works Facility Review, and the Undergrounding Committee on various projects and planning efforts.

ATTACHMENTS

April 2014 Right-of-Way report
April 2014 Work Logs

2014 RIGHT-OF-WAY PERMITS
MONTHLY REPORT

JANUARY 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
8	1	2	1	12

FEBRUARY 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
2				2

MARCH 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
3	4	5		12

APRIL 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
6	3	3		12

MAY 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

JUNE 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

JULY 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

AUGUST 2014				
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

SEPTEMBER 2014

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

2014 RIGHT-OF-WAY PERMITS
MONTHLY REPORT CONTINUED

OCTOBER 2014

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

NOVEMBER 2014

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

DECEMBER 2014

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
				0

**2014 RIGHT-OF-WAY PERMITS
YEAR-END REPORT**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	MAJOR JOBS	TOTAL PERMITS
19	8	10	1	38

APRIL 2014 PARKS RECORD LOG SHEET

	Week 14	Week 15	Week 16	Week 17	Week 18	TOTALS
ad - Administrative Office Work	14	13	3	3	6	39
bm - Building Maintenance						0
cn - Concrete						0
cp - Overseeing contractor project	19					19
fn - Fence repairs	20					20
ft - Fertilizing Trees				6		6
gm - Gen. Maint to trails, parks, ROW	4	47	41	15	6	113
gps - GPS and Mapping	8	3	3			14
hl-d - Loads to dump						0
hl-po - Materials to shop						0
hl-r - Loads to recycle shop						0
hl-s - Loads to shop						0
ir - Irrigation repairs			3	84	6	93
ln - Landscape Repairs	3	20				23
Misc - Miscellaneous	6	6				12
mw-p - Mowing Parks				13	42	55
mw-r - Mowing rights of ways			5	5	17	27
mw-t - Mowing Trails					22	22
pl - Planting			15			15
pm - Preventative maint/repair on equip	7	3				10
po - Purchase materials all operations	3	4	6			13
se - Special Events						0
sg - Sign repair						0
shp - Shop Work	20					20
sn - Snow	20					20
spw - Spray Weeds	3	12		10		25
sw-t - Sweeping trails	10			1		11
tr - Training & Conf/including safety		6	6		3	15
ts - Trash both cans and loose trash	4	4	4	4	4	20
tt - Trimming trees & maint & wrapping		16	20	17		53
wa - Watering	6	13	3	3		25
wd-m - Weed cutting mains			51			51
wd-p - Weed cutting parks					16	16
wd-r - Weed cutting rights of ways				10	12	22
wd-t - Weed cutting trails						0
pto - Paid Time Off	10	20			30	60
hol - Holiday Pay						0
to-c - Time off comp						0
to-w - Time off for workers comp						0
TOTAL HOURS	157	167	160	171	164	819
MATERIALS						
mu - Mulch - yards	3	2				5
ts - Top soil (tons)		2				2
sr-r - Split rail - Rails						0
sr-p - Split rail - Posts						0
tb - Tree branches						0
Sod						0
ms - Misc materials						0
rb - Road Base						0
Bollards						0
Rock						0
Construction Materials						0
Clippings						0
Trash						0
Planters Mix						0
TOTALS	3	4	0	0	0	7

APRIL 2014 STREETS RECORD LOG SHEET

	Week 14	Week 15	Week 16	Week 17	Week 18	TOTALS
ad - Administrative Office Work	28		13	10	16	67
as - Asphalt patching operations	76				20	96
bm - Building Maintenance	2					2
cn - Concrete repairs						0
cp - Overseeing contractor operations	2		2		5	9
cr - Sealing Operation		200	142	132		474
dr - Drainage Work					40	40
fn - Fence repairs						0
gm - General Maintenance						0
gv - Gravel road maintenance			3			3
hl-d - Loads to dump	2		4		6	12
hl-po - Materials hauled to shop						0
hl-r - Loads to recycle plant						0
hl-s - Loads to shop						0
ir - Irrigation repairs						0
ln - Landscape Repairs						0
Misc						0
mw-p - Mowing parks						0
mw-r - Mowing Rights of Ways						0
mw-t - Mowing Trails						0
pm - Preventative Maintenance	15		4			19
po - Purchasing materials	1		4		3	8
pt - Street Painting					9	9
sg - Sign Work	8		4	2	4	18
sh - Shouldering work for Asphalt				16		16
shp - shop work	12		6		14	32
sn - Snow removal operations	6		10			16
sw - Sweeper operations & cleanup	20			30	59	109
tr - Training & Conferences	3		8		8	19
ts - Trash (cans and loose)						0
tt - Tree Trimming						0
wd-p - Weed cutting parks						0
wd-r - Weed cutting rights of ways						0
wd-s - Weed Spray						0
wd-t - Weed cutting trails						0
pto - Paid time off	25			6	10	41
to-c - Time off comp						0
to-w - Time off workers comp						0
Hol - Holiday						0
TOTALS	200	200	200	196	194	990

MATERIALS

as-in - Asphalt (Shop-Laid)	tons	21				21
as-out - Asphalt (demo)	tons	18				18
rb - Road base	tons					0
cn - Concrete (Demo)	tons					0
cn - Concrete	yards					0
ts - Topsoil	yards					0
Mulch	yards					0
tb - Tree Branches	loads					0
cf - Crusher Fines	tons					0
ss - Salt/Sand	tons					0
ms - Misc.	loads					0
sw-dump - Sweepings	tons		26			26
sw-shop - Sweepings	tons			36	36	72
Ditch Dirt	loads					0
Rock	tons					0
water, mag						0
Trash	loads					0
Construction Debris	tons	5			39	44

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ITEM: 11c(ii)

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL
FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION
SUBJECT: UNAUDITED FINANCIAL STATEMENTS-APRIL 2014
DATE: MAY 20, 2014

ISSUE How do the City of Cherry Hills Village finances through April compare to budget?

DISCUSSION

- **Background**

The City Council approved the 2014 General Fund budget with revenues equal to expenditures and a Capital Fund with an approved 2014 budget deficit of (\$685,898).

- **Analysis**

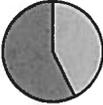
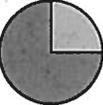
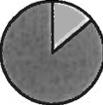
At the end of April actual General Fund revenues exceeded expenditures by \$703,385. Forecasted revenue and expenditures through December 2014 show revenues exceeding expenditures by approximately \$0.

At the end of April, actual Capital Fund revenues exceeded expenditures by \$139,820. Forecasted revenues and expenditures through December 2014 show expenditures exceeding revenue by approximately (\$685,898).

ATTACHMENTS

Exhibit A: General Fund Financial Graphs
Exhibit B: General Fund Statement of Revenue and Expenditures Summary
Exhibit C: April 2014 Financial Statements

The City of Cherry Hills Village Financial Snapshot For April 2014

			<u>% of 2014 Budget</u>	<u>Notes:</u>
GENERAL FUND (01)				
Revenues				
Budget:	\$	6,364,238		
Received to Date:	\$	2,712,265		
% of Year Completed:		33%		
% Received YTD:		43%		
Expenditures				
Administration				
Budget:	\$	1,880,441		
Expended to Date:	\$	584,143		
% of Year Completed:		33%		
% Expended YTD:		31%		
Community Development				
Budget:	\$	462,527		
Expended to Date:	\$	115,805		
% of Year Completed:		33%		
% Expended YTD:		25%		
Public Safety				
Budget:	\$	2,785,539		
Expended to Date:	\$	908,953		
% of Year Completed:		33%		
% Expended YTD:		33%		
Public Works				
Budget:	\$	994,808		
Expended to Date:	\$	320,446		
% of Year Completed:		33%		
% Expended YTD:		32%		
To Year End General Fund Revenues are Projected to Exceed Expenditures By:				
\$0				
CAPITAL FUND (02) EXPENDITURES				
Budget:	\$	1,018,000		
Expended to Date:	\$	124,402		
% of Year Completed:		33%		
% Expended YTD:		12%		
PARKS AND RECREATION (30) EXPENDITURES				
Budget:	\$	1,660,694		
Expended to Date:	\$	232,103		
% of Year Completed:		33%		
% Expended YTD:		14%		

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES**

	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ESTIMATE	2014 BUDGET
REVENUE					
Current Property Taxes @ 7.30 Mills	2,604,199	2,187,185	2,196,853	2,119,134	2,119,134
Use/Tax Motor Vehicles	929,962	870,486	1,101,958	942,179	917,018
Sales Tax	1,008,508	956,783	1,205,914	1,007,418	1,000,000
Service Expansion Fees	86,970	139,217	160,094	105,741	120,000
Building Permits	419,800	500,905	477,725	464,630	550,000
Franchise Fees	415,009	394,361	431,275	320,000	320,000
Highway Users Tax	241,197	241,851	242,555	203,747	236,949
Municipal Court Fines	243,227	243,971	277,314	247,914	240,000
County Road & Bridge Levy	131,896	120,153	120,336	113,504	115,682
Specific Ownership Tax	-	22,481	-	-	93,040
Other Revenues	547,145	609,239	566,998	635,298	652,415
TOTAL OPERATING REVENUE	6,627,913	6,286,632	6,781,022	6,159,565	6,364,238
EXPENDITURES					
Administration	1,199,582	1,400,081	1,572,634	1,807,817	1,880,440
Judicial	80,969	81,888	82,124	87,923	89,063
Data Processing	67,575	84,465	98,899	131,502	134,060
Community Development	366,553	393,763	424,062	449,772	482,527
Crier	17,132	17,009	16,364	17,851	17,800
Public Safety	2,638,665	2,447,430	2,507,255	2,669,892	2,785,539
Public Works	757,500	727,318	787,375	994,808	994,808
Capital Improvements	1,149,662	-	-	-	-
TOTAL OPERATING EXPENDITURES	6,277,638	5,151,954	5,488,714	6,159,565	6,364,238
Management Contingency/Transfer Out	-	-	-	-	-
TOTAL EXPENDITURES	6,277,638	5,151,954	5,488,714	6,159,565	6,364,238
OPERATING GAIN/(LOSS)	350,275	1,134,678	1,292,309	(0)	0
EXTRAORDINARY EXPENSES					
Village Center	-	-	-	-	-
Transfer to Capital Fund	9,161,576	-	965,029	1,065,944	1,065,944
TOTAL EXTRAORDINARY EXPENSES	9,161,576	-	965,029	1,065,944	1,065,944
BEGINNING FUND BALANCE	12,704,598	3,893,297	4,790,700	5,027,975	3,962,031
ADD/(SUBTRACT) OPERATING DIFFERENCE	350,275	1,134,678	1,292,309	(0)	0
LESS: EXTRAORDINARY EXPENSES	(9,161,576)	-	(965,029)	(1,065,944)	(1,065,944)
ENDING FUND BALANCE	3,893,297	5,027,975	5,117,980	3,962,031	2,896,087
EMERGENCY RESERVE	627,764	515,195	548,871	615,956	636,424
AVAILABLE FUND BALANCE	3,265,533	4,512,779	4,569,108	3,346,074	2,259,663

CITY OF CHERRY HILLS VILLAGE

BALANCE SHEET

APRIL 30, 2014

GENERAL FUND

ASSETS

01-1000	CASH - COMBINED FUND	(	1,422,494.19)	
01-1011	CASH ON HAND-GEN FUND		350.00	
01-1029	CASH ON DEPOSIT-CRIER	(	21,636.41)	
01-1031	CASH-COUNTY TREASURER GENERAL		500,287.98	
01-1032	CASH-CTY CLERK USE TAX		79,215.79	
01-1041	INVEST ACCT GEN'L FUND		2,021,977.23	
01-1042	INVESTMENT ACCT-CSAFE		102,696.76	
01-1043	INVEST ACCT-COLOTRUST+		3,596,384.73	
01-1045	1ST BANK CD'S		503,866.02	
01-1046	STEELE STREET BANK CD'S		504,353.49	
01-1051	TAXES RECEIVABLE		776,630.51	
01-1151	ACCOUNTS RECEIVABLE	(	26,483.76)	
01-1154	OTHER RECEIVABLES	(	1,107.85)	
01-1311	DUE FROM OTHER FUNDS		1,542,490.56	
01-1551	PREPAID INSURANCE	(	8,370.87)	
01-1601	LAND		15,169,580.08	
01-1631	BUILDINGS		4,986,859.61	
01-1632	GROUND IMPROVEMENTS		223,820.14	
01-1641	PUBLIC WORKS EQUIPMENT		1,434,414.18	
01-1642	PUBLIC SAFETY EQUIPMENT		633,363.60	
01-1643	ADMINISTRATION EQUIPMENT		232,947.35	
01-1701	COMPUTER LOAN PROGRAM		9,900.81	
	TOTAL ASSETS			<u>30,839,045.76</u>

LIABILITIES AND EQUITYLIABILITIES

01-2014	PAYROLL PAYABLES-ZERO BALANCE		.08	
01-2015	FICA/FWH PAYABLES	(	672.17)	
01-2017	457 PAYABLES	(	1,082.74)	
01-2020	HEALTH SAVINGS PAYABLES		25,618.26	
01-2021	DEPENDENT FLEX PAYABLES		392.32	
01-2022	FSA PAYABLES		9,000.00	
01-2023	RETIREMENT PAYABLES		422.48	
01-2025	HEALTH/DENTAL INSUR PAYABLES		20,981.12	
01-2030	MISC PR PAYABLES		4,909.28	
01-2101	HEALTH CARE SPENDING ACCT	(	32,565.60)	
01-2201	RECOGNIZANCE BONDS		235.00	
01-2202	JURY FEES - ESCROW	(	50.00)	
01-2221	RESERVE-TAXES RECEIV.		776,630.51	
01-2251	CHERRY HILLS GIFT FUND ESCROW		14,864.56	
01-2252	ART COMMISSION DONATIONS		36,152.75	
01-2261	POLICE DEPT SEIZURE ESCROW		.35	
01-2370	BUILDING ESCROW		78,815.15	
01-2381	HIGHLINE CANAL MAYORS CONTEST		362.59	
01-2641	INVESTMENT IN FIXED ASSETS		22,680,984.96	
01-2808	XCEL ROW QUINCY AVE. RESTORE		50,703.50	
	TOTAL LIABILITIES			<u>23,665,702.40</u>

FUND EQUITY

CITY OF CHERRY HILLS VILLAGE

BALANCE SHEET

APRIL 30, 2014

GENERAL FUND

01-2952	TABOR EXCESS		1,078,951.30	
	UNAPPROPRIATED FUND BALANCE:			
01-2900	FUND BALANCE	5,391,006.81		
	REVENUE OVER EXPENDITURES - YTD	<u>703,385.25</u>		
	BALANCE - CURRENT DATE		<u>6,094,392.06</u>	
	TOTAL FUND EQUITY			<u>7,173,343.36</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>30,839,045.76</u></u>

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>					
01-310-3111	504,062.06	1,348,462.72	2,119,134.00	770,671.28	63.6
01-310-3121	.00	.00	93,040.00	93,040.00	.0
01-310-3161	34,024.54	90,320.16	320,000.00	229,679.84	28.2
01-310-3162	34,835.43	34,835.43	100,000.00	65,164.57	34.8
01-310-3191	50.34	(46.18)	6,000.00	6,046.18	(.8)
01-310-3192	.00	.00	(20,000.00)	(20,000.00)	.0
01-310-3193	.00	.00	(200.00)	(200.00)	.0
01-310-3311	80,319.02	259,149.66	1,000,000.00	740,850.34	25.9
01-310-3312	82,062.25	362,954.63	917,018.00	554,063.37	39.6
01-310-3313	4,910.00	144,362.50	150,000.00	5,637.50	96.2
TOTAL TAX REVENUES	740,263.64	2,240,038.92	4,684,992.00	2,444,953.08	47.8
<u>LICENSE AND PERMIT REVENUES</u>					
01-320-3211	50.00	1,175.00	7,257.00	6,082.00	16.2
01-320-3213	.00	26,000.00	30,000.00	4,000.00	86.7
01-320-3221	29,922.03	114,630.41	550,000.00	435,369.59	20.8
01-320-3222	1,982.20	30,740.50	120,000.00	89,259.50	25.6
01-320-3223	.00	150.00	2,000.00	1,850.00	7.5
01-320-3224	.00	.00	3,600.00	3,600.00	0
01-320-3225	9,000.00	34,625.00	80,000.00	45,375.00	43.3
01-320-3226	.00	.00	500.00	500.00	.0
01-320-3227	360.00	2,120.00	3,000.00	880.00	70.7
01-320-3228	5,200.00	15,640.00	45,000.00	29,360.00	34.8
01-320-3229	300.00	300.00	2,000.00	1,700.00	15.0
01-320-3230	300.00	300.00	10,000.00	9,700.00	3.0
TOTAL LICENSE AND PERMIT REVENUES	47,114.23	225,680.91	853,357.00	627,676.09	26.5
<u>INTERGOVERNMENTAL REVENUES</u>					
01-330-3321	2,369.50	9,494.50	24,000.00	14,505.50	39.6
01-330-3342	230.70	1,005.66	3,000.00	1,994.34	33.5
01-330-3352	18,350.96	57,347.38	236,949.00	179,601.62	24.2
01-330-3371	39,726.51	39,726.51	115,682.00	75,955.49	34.3
TOTAL INTERGOVERNMENTAL REVENUES	60,677.67	107,574.05	379,631.00	272,056.95	28.3

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES REVENUES</u>					
01-350-3420 EXTRA DUTY SERVICE CHARGES	3,250.00	12,830.00	55,000.00	42,170.00	23.3
01-350-3421 FALSE ALARM FEES	.00	900.00	1,000.00	100.00	90.0
01-350-3511 MUNICIPAL COURT FINES	26,330.00	90,770.00	240,000.00	149,230.00	37.8
01-350-3512 DUI FINES	.00	1,675.89	18,000.00	16,324.11	9.3
01-350-3513 FUEL SURCHARGE	2,270.00	8,075.00	23,000.00	14,925.00	35.1
01-350-3514 PHOTO RED LIGHT FINES	100.00	250.00	55,000.00	54,750.00	.5
TOTAL CHARGES FOR SERVICES REVENUES	31,950.00	114,500.89	392,000.00	277,499.11	29.2
<u>MISCELLANEOUS REVENUES</u>					
01-360-3611 INTEREST INCOME	500.12	3,189.19	10,498.00	7,308.81	30.4
01-360-3612 PENALTY-BUILDING PERMITS	50.00	1,450.00	2,500.00	1,050.00	58.0
01-360-3650 CRIER CONTRIBUTIONS	450.00	7,106.00	8,000.00	894.00	88.8
01-360-3660 CRIER ADVERTISEMENT	140.00	6,040.00	6,000.00	(40.00)	100.7
01-360-3680 OTHER REVENUES	1,067.03	4,265.00	20,000.00	15,735.00	21.3
01-360-3690 LEASE PROCEEDS	605.00	2,420.00	7,260.00	4,840.00	33.3
TOTAL MISCELLANEOUS REVENUES	2,812.15	24,470.19	54,258.00	29,787.81	45.1
TOTAL FUND REVENUE	882,817.69	2,712,264.96	6,364,238.00	3,651,973.04	42.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION DEPARTMENT</u>					
01-411-1011 PERSONNEL SERVICES	35,166.24	163,248.09	504,409.00	341,160.91	32.4
01-411-1012 FEE PERSONNEL	1,200.00	3,600.00	17,600.00	14,000.00	20.5
01-411-1013 SOCIAL SECURITY TAXES	2,750.91	12,866.46	40,353.00	27,486.54	31.9
01-411-1014 RETIREMENT 401-NONSWORN	1,055.60	4,728.56	30,265.00	25,536.44	15.6
01-411-1015 RETIREMENT	1,003.76	4,501.76	65,000.00	60,498.24	6.9
01-411-1016 HEALTH-LIFE-DENTAL INSURANCE	4,854.98	19,419.92	465,690.00	446,270.08	4.2
01-411-1017 UNEMPLOY-WORKMENS COMP INS	4,574.00	29,856.00	120,000.00	90,144.00	24.9
01-411-2021 OFC-SUPPLIES-POSTAGE	2,593.11	6,351.89	17,027.00	10,675.11	37.3
01-411-2022 PRINTING-REPRODUCTION	91.72	326.72	1,500.00	1,173.28	21.8
01-411-2028 SPECIAL MATERIALS	192.01	415.05	2,700.00	2,284.95	15.4
01-411-3031 GAS-HEAT-LIGHT	2,154.61	7,710.69	17,800.00	10,089.31	43.3
01-411-3033 COMMUNICATIONS	2,639.12	10,577.21	33,000.00	22,422.79	32.1
01-411-3035 SEWER	.00	.00	3,073.00	3,073.00	.0
01-411-4040 COUNTY TREASURER FEES	5,682.42	15,198.03	21,191.00	5,992.97	71.7
01-411-4041 COUNTY USE TAX FEES	2,846.43	16,891.06	45,851.00	28,959.94	36.8
01-411-4042 AUDIT	.00	.00	7,500.00	7,500.00	.0
01-411-4043 LEGAL	9,879.00	26,873.55	130,000.00	103,126.45	20.7
01-411-4049 OTHER CONTRACTUAL SERVICES	627.84	4,558.35	35,860.00	31,301.65	12.7
01-411-6061 INSURANCE-BONDS	33,595.25	66,360.50	126,839.00	60,478.50	52.3
01-411-6062 ELECTION EXPENSE	.00	.00	8,600.00	8,600.00	.0
01-411-6063 TRAIN.-DUES-TRAVEL-SUBSC	4,933.09	22,521.06	151,509.00	128,987.94	14.9
01-411-6064 TESTING-PHYSICALS	.00	.00	1,000.00	1,000.00	.0
01-411-6066 LEGAL PUBLICATIONS	.00	.00	500.00	500.00	.0
01-411-6067 SPECIAL EVENTS	.00	55.38	1,700.00	1,644.62	3.3
01-411-6068 MISCELLANEOUS EXPENSES	4,265.20	12,513.62	30,474.00	17,960.38	41.1
01-411-7071 EQUIPMENT	736.98	736.98	1,000.00	263.02	73.7
TOTAL ADMINISTRATION DEPARTMENT	120,842.27	429,310.88	1,880,441.00	1,451,130.12	22.8
<u>JUDICIAL DEPARTMENT</u>					
01-412-1011 PERSONAL SERVICES	5,082.46	22,781.07	65,253.00	42,471.93	34.9
01-412-1012 FEE PERSONNEL	1,000.00	3,000.00	10,400.00	7,400.00	28.9
01-412-1013 SOCIAL SECURITY TAXES	388.67	1,760.29	5,220.00	3,459.71	33.7
01-412-1015 RETIREMENT	147.98	665.91	.00	(665.91)	.0
01-412-1016 HEALTH-LIFE-DENTAL INSURANCE	1,432.14	5,728.56	.00	(5,728.56)	.0
01-412-2021 OFC SUPPLIES-POSTAGE	.00	7.29	200.00	192.71	3.7
01-412-2022 PRINTING-REPRODUCTION	.00	.00	500.00	500.00	.0
01-412-4050 JURY-WITNESS FEES	.00	.00	150.00	150.00	.0
01-412-6063 TRAIN.-DUES-TRAVEL-SUBSC	.00	289.00	560.00	271.00	51.6
01-412-6067 INTERPRETERS	.00	70.00	1,100.00	1,030.00	6.4
01-412-6068 MISCELLANEOUS EXPENSES	.00	.00	5,680.00	5,680.00	.0
TOTAL JUDICIAL DEPARTMENT	8,051.25	34,302.12	89,063.00	54,760.88	38.5

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DATA PROCESSING DEPARTMENT</u>					
01-414-2028	.00	1,060.00	1,758.00	698.00	60.3
01-414-4049	7,425.01	24,373.78	98,432.00	74,058.22	24.8
01-414-5052	.00	.00	3,000.00	3,000.00	.0
01-414-6068	2,995.00	11,856.56	21,870.00	10,013.44	54.2
01-414-7071	240.25	2,689.61	9,000.00	6,310.39	29.9
TOTAL DATA PROCESSING DEPARTMENT	10,660.26	39,979.95	134,060.00	94,080.05	29.8
<u>COMMUNITY DEVELOPMENT DEPARTME</u>					
01-418-1011	12,616.30	56,773.35	170,905.00	114,131.65	33.2
01-418-1013	965.78	4,343.41	13,672.00	9,328.59	31.8
01-418-1014	451.18	2,030.31	.00	(2,030.31)	.0
01-418-1016	1,516.82	6,067.28	.00	(6,067.28)	.0
01-418-2021	.00	217.28	4,200.00	3,982.72	5.2
01-418-2022	328.56	726.96	1,800.00	1,073.04	40.4
01-418-2028	24.30	48.60	200.00	151.40	24.3
01-418-3033	50.27	101.32	850.00	748.68	11.9
01-418-4041	.00	.00	20,000.00	20,000.00	.0
01-418-4042	13,075.00	19,125.00	55,000.00	35,875.00	34.8
01-418-4045	2,095.29	2,408.29	25,000.00	22,591.71	9.6
01-418-4047	21,553.19	29,722.49	140,000.00	110,277.51	21.2
01-418-4049	.00	.00	20,000.00	20,000.00	.0
01-418-6063	75.00	1,285.00	5,500.00	4,215.00	23.4
01-418-6068	250.00	1,053.00	3,600.00	2,547.00	29.3
01-418-7071	.00	.00	1,800.00	1,800.00	.0
TOTAL COMMUNITY DEVELOPMENT DEPARTME	53,001.69	123,902.29	462,527.00	338,624.71	26.8
<u>VILLAGE CRIER DEPARTMENT</u>					
01-419-1012	.00	1,800.00	4,200.00	2,400.00	42.9
01-419-2021	.00	1,596.94	5,600.00	4,003.06	28.5
01-419-2022	.00	1,853.87	8,000.00	6,146.13	23.2
TOTAL VILLAGE CRIER DEPARTMENT	.00	5,250.81	17,800.00	12,549.19	29.5

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-421-1011 PERSONNEL SERVICES	148,674.47	671,173.60	1,919,239.00	1,248,065.40	35.0
01-421-1013 SOCIAL SECURITY TAXES	3,756.93	17,308.67	57,577.00	40,268.33	30.1
01-421-1014 POLICE PENSION CONTRIBUTIONS	10,258.15	45,850.54	145,000.00	99,149.46	31.6
01-421-1015 RETIREMENT	3,124.60	13,949.18	.00	(13,949.18)	.0
01-421-1016 HEALTH-LIFE-DENTAL INSURANCE	24,770.63	96,307.28	.00	(96,307.28)	.0
01-421-1018 UNIFORM EXPENSE	135.50	1,203.44	23,000.00	21,796.56	5.2
01-421-1019 OVERTIME	1,843.94	10,974.98	70,000.00	59,025.02	15.7
01-421-1020 EXTRA DUTY	3,342.97	14,368.41	70,000.00	55,631.59	20.5
01-421-2021 OFC SUPPLIES-POSTAGE	1,016.70	2,363.93	8,250.00	5,886.07	28.7
01-421-2022 PRINTING-REPRODUCTION	47.85	1,186.15	5,500.00	4,313.85	21.6
01-421-2023 CRIME PREVENTION	.00	.00	2,000.00	2,000.00	.0
01-421-2024 DARE	.00	1,329.01	2,000.00	670.99	66.5
01-421-2028 SPECIAL MATERIALS	971.66	2,057.67	10,500.00	8,442.33	19.6
01-421-2029 ANIMAL CONTROL	.00	66.85	1,000.00	933.15	6.7
01-421-3031 ELECTRIC/GAS	4,640.64	16,786.25	23,100.00	6,313.75	72.7
01-421-3032 WATER	39.14	128.22	3,000.00	2,871.78	4.3
01-421-3033 TELEPHONE	890.07	2,857.01	29,350.00	26,492.99	9.7
01-421-3035 SEWER	.00	913.00	500.00	(413.00)	182.6
01-421-4048 VEHICLE MAINTENANCE CONTRACT	1,786.22	5,584.03	42,500.00	36,915.97	13.1
01-421-4049 OTHER CONTRACTUAL SERVICES	(24,787.05)	87,669.36	154,628.00	66,958.64	56.7
01-421-4050 PHOTO RED LIGHT EXPENSES	.00	.00	55,000.00	55,000.00	.0
01-421-5051 BUILDING MAINTENCE	351.52	962.51	28,200.00	27,237.49	3.4
01-421-5052 EQUIPMENT MAINTENANCE	212.50	1,048.70	5,895.00	4,846.30	17.8
01-421-5053 VEHICLE MAINTENANCE	5.44	227.26	6,600.00	6,372.74	3.4
01-421-5054 GASOLINE-OIL	3,389.00	13,054.98	60,000.00	46,945.02	21.8
01-421-6063 TRNG-DUES-TRAVEL-SUBSC	1,914.55	4,839.12	22,000.00	17,160.88	22.0
01-421-6064 TESTING AND PHYSICAL EXAMS	.00	733.58	8,000.00	7,266.42	9.2
01-421-6065 PRISONER EXPENSES	75.00	1,839.36	7,800.00	5,960.64	23.6
01-421-6066 SPECIAL INVESTIGATIONS	100.00	307.00	2,800.00	2,493.00	11.0
01-421-6068 MISCELLANEOUS EXPENSES	575.98	2,943.91	12,500.00	9,556.09	23.6
01-421-7071 EQUIPMENT	66.97	1,175.94	9,600.00	8,424.06	12.3
TOTAL PUBLIC SAFETY DEPARTMENT	187,203.38	1,019,209.94	2,785,539.00	1,766,329.06	36.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS DEPARTMENT</u>					
01-431-1011 PERSONNEL SERVICES	41,321.38	184,086.86	593,850.00	409,763.14	31.0
01-431-1013 SOCIAL SECURITY TAXES	3,121.32	14,181.72	47,508.00	33,326.28	29.9
01-431-1014 RETIREMENT 401-NONSWORN	953.52	3,872.76	.00	(3,872.76)	.0
01-431-1015 RETIREMENT	526.28	2,731.01	.00	(2,731.01)	.0
01-431-1016 HEALTH-LIFE-DENTAL INSURANCE	7,908.34	29,874.06	.00	(29,874.06)	.0
01-431-1018 UNIFORM EXPENSE	54.32	831.15	4,400.00	3,568.85	18.9
01-431-1019 OVERTIME	32.46	3,323.66	13,000.00	9,676.34	25.6
01-431-2021 OFC SUPPLIES-POSTAGE	234.60	580.53	2,000.00	1,419.47	29.0
01-431-2024 SNOW-ICE MATERIALS	1,362.50	18,081.27	20,000.00	1,918.73	90.4
01-431-2025 ROAD MAINT. MATERIALS	3,417.33	6,859.77	50,000.00	43,140.23	13.7
01-431-2026 CURB-GUTTER-SIDEWALKS	.00	.00	5,000.00	5,000.00	.0
01-431-2027 TRAFFIC CONTROL DEVICES	436.88	1,632.04	8,000.00	6,367.96	20.4
01-431-2028 SPECIAL MATERIALS	302.66	3,402.93	6,000.00	2,597.07	56.7
01-431-3032 WATER	.00	48.32	1,750.00	1,701.68	2.8
01-431-3033 COMMUNICATIONS	359.38	454.25	7,050.00	6,595.75	6.4
01-431-3034 STREET LIGHTING	332.02	1,008.54	5,000.00	3,991.46	20.2
01-431-4045 ENGINEERING SERVICES	2,237.00	2,497.00	5,000.00	2,503.00	49.9
01-431-4048 VEHICLE MAINTENANCE CONTRACT	333.51	10,983.43	48,000.00	37,016.57	22.9
01-431-4049 OTHER CONTRACTUAL SERVICES	3,832.67	6,771.18	47,000.00	40,228.82	14.4
01-431-5051 BUILDING MAINTENANCE	2,427.15	6,364.52	30,000.00	23,635.48	21.2
01-431-5052 EQUIPMENT MAINTENANCE	279.99	2,175.28	8,000.00	5,824.72	27.2
01-431-5053 VEHICLE MAINTENANCE	100.45	3,245.44	20,000.00	16,754.56	16.2
01-431-5054 GASOLINE-OIL	11,102.97	40,386.89	28,000.00	(12,386.89)	144.2
01-431-6063 TRNG-DUES-TRAVEL-SUBSC	99.00	9,193.87	15,000.00	5,806.13	61.3
01-431-6064 TESTING PHYSICALS	.00	.00	1,750.00	1,750.00	.0
01-431-6068 MISCELLANEOUS EXPENSES	509.00	2,377.93	8,500.00	6,122.07	28.0
01-431-7000 PUBLIC ART	117.60	117.60	15,000.00	14,882.40	.8
01-431-7071 EQUIPMENT	78.98	1,841.71	5,000.00	3,158.29	36.8
TOTAL PUBLIC WORKS DEPARTMENT	81,481.31	356,923.72	994,808.00	637,884.28	35.9
TOTAL FUND EXPENDITURES	461,240.16	2,008,879.71	6,364,238.00	4,355,358.29	31.6
NET REVENUE OVER EXPENDITURES	421,577.53	703,385.25	.00	(703,385.25)	.0

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

CAPITAL FUND

ASSETS

02-1000	CASH - COMBINED FUND	4,523,817.99	
02-1031	CASH-COUNTY TREASURER GENERAL	68,418.98	
02-1043	INVSEST ACCOUNT-COLOTRUST	1,573,070.85	
02-1051	TAXES RECEIVABLE	26,628.65	
	TOTAL ASSETS		6,191,936.47

LIABILITIES AND EQUITY

LIABILITIES

02-2012	S. METRO JOINT FACILITY FUNDS	.01	
02-2221	RESERVE-TAXES RECEIVABLE	26,628.65	
	TOTAL LIABILITIES		26,628.66

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
02-2900	FUND BALANCE	6,025,488.16	
	REVENUE OVER EXPENDITURES - YTD	139,819.65	
	BALANCE - CURRENT DATE		6,165,307.81
	TOTAL FUND EQUITY		6,165,307.81
	TOTAL LIABILITIES AND EQUITY		6,191,936.47

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

CAPITAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>						
02-310-3111	CURRENT PROPERTY TAX	64,150.68	171,595.87	290,292.00	118,696.13	59.1
02-310-3121	SPECIFIC OWNERSHIP TAX	22,184.54	92,067.48	3,210.00	(88,857.48)	2868.2
TOTAL TAX REVENUES		86,335.22	263,663.35	293,502.00	29,838.65	89.8
<u>MISCELLANEOUS REVENUES</u>						
02-360-3611	INTEREST INCOME	146.78	558.07	.00	(558.07)	.0
02-360-3680	OTHER REVENUE	.00	.00	1,500.00	1,500.00	.0
TOTAL MISCELLANEOUS REVENUES		146.78	558.07	1,500.00	941.93	37.2
TOTAL FUND REVENUE		86,482.00	264,221.42	295,002.00	30,780.58	89.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL FUND EXPENDITURES</u>					
02-441-1000 TRAIL IMPROVEMENTS	.00	.00	40,000.00	40,000.00	.0
02-441-1101 VILLAGE CENTER IMPROVEMENTS	755.00	12,481.80	100,000.00	87,518.20	12.5
02-441-2103 POLICE EQUIPMENT	.00	448.68	39,300.00	38,851.32	1.1
02-441-2104 POLICE VEHICLES	57,807.20	57,807.20	137,000.00	79,192.80	42.2
02-441-3101 STREET IMPROVEMENT PROGRAM	.00	.00	405,000.00	405,000.00	.0
02-441-3102 PUBLIC WORKS EQUIPMENT	.00	5,830.00	37,100.00	31,270.00	15.7
02-441-3103 PARKS EQUIPMENT	.00	27,841.75	45,000.00	17,158.25	61.9
02-441-3104 PUBLIC WORKS VEHICLES	990.15	990.15	.00	(990.15)	.0
02-441-3106 STORM SEWERS	.00	.00	25,000.00	25,000.00	.0
02-441-3110 CRACK SEAL	5,102.51	5,102.51	25,000.00	19,897.49	20.4
02-441-3111 CURB AND GUTTER	.00	.00	40,000.00	40,000.00	.0
02-441-3112 RIGHTS-OF-WAY IMPROVEMENTS	.00	.00	100,000.00	100,000.00	.0
02-441-4000 LAND PURCHASE	.00	13,899.68	24,600.00	10,700.32	56.5
TOTAL CAPITAL FUND EXPENDITURES	64,654.86	124,401.77	1,018,000.00	893,598.23	12.2
TOTAL FUND EXPENDITURES	64,654.86	124,401.77	1,018,000.00	893,598.23	12.2
NET REVENUE OVER EXPENDITURES	21,827.14	139,819.65	(722,998.00)	(862,817.65)	19.3

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

CONSERVATION TRUST FUND

ASSETS

07-1000	CASH - COMBINED FUND	513,700.82	
07-1041	INVESTMENT ACCT CONSER TRUST	167,615.70	
	TOTAL ASSETS		<u>681,316.52</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
07-2900	FUND BALANCE	664,792.16	
	REVENUE OVER EXPENDITURES - YTD	16,524.36	
	BALANCE - CURRENT DATE	681,316.52	
	TOTAL FUND EQUITY		<u>681,316.52</u>
	TOTAL LIABILITIES AND EQUITY		<u>681,316.52</u>

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>						
07-330-3358	COLORADO LOTTERY	.00	16,461.06	50,000.00	33,538.94	32.9
	TOTAL INTERGOVERNMENTAL REVENUES	.00	16,461.06	50,000.00	33,538.94	32.9
<u>MISCELLANEOUS REVENUES</u>						
07-360-3611	INTEREST ON INVESTMENTS	15.64	63.30	250.00	186.70	25.3
	TOTAL MISCELLANEOUS REVENUES	15.64	63.30	250.00	186.70	25.3
	TOTAL FUND REVENUE	15.64	16,524.36	50,250.00	33,725.64	32.9

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>					
07-450-4521 TRAIL IMPROVEMENTS	.00	.00	30,000.00	30,000.00	.0
TOTAL CONSERVATION TRUST EXPENDITURE	.00	.00	30,000.00	30,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
NET REVENUE OVER EXPENDITURES	15.64	16,524.36	20,250.00	3,725.64	81.6

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

CH ANDERSON LAND DONATION FUND

ASSETS

08-1000	CASH - COMBINED FUND	(	408,243.81)	
08-1041	INVESTMENT ACCT LAND DONATION		813,420.73	
	TOTAL ASSETS			<u>405,176.92</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
08-2900	FUND BALANCE		403,838.82	
	REVENUE OVER EXPENDITURES - YTD		1,338.10	
	BALANCE - CURRENT DATE		<u>405,176.92</u>	
	TOTAL FUND EQUITY			<u>405,176.92</u>
	TOTAL LIABILITIES AND EQUITY			<u>405,176.92</u>

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

CH ANDERSON LAND DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSE AND PERMIT REVENUES</u>					
08-320-3221 RECREATION REIMBURSEMENT DONAT	.00	250.00	1,000.00	750.00	25.0
TOTAL LICENSE AND PERMIT REVENUES	.00	250.00	1,000.00	750.00	25.0
<u>MISCELLANEOUS REVENUES</u>					
08-360-3611 INTEREST-INVESTMENTS	75.90	307.15	1,000.00	692.85	30.7
08-360-3680 MISCELLANEOUS REVENUES	550.00	1,400.00	.00	(1,400.00)	.0
08-360-3681 EXCISE TAX	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS REVENUES	625.90	1,707.15	1,100.00	(607.15)	155.2
TOTAL FUND REVENUE	625.90	1,957.15	2,100.00	142.85	93.2

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

CH ANDERSON LAND DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND DONATION FUND EXPENDITURE</u>					
08-450-9093 THREE POND PARK WATER RIGHTS	619.05	619.05	620.00	.95	99.9
TOTAL LAND DONATION FUND EXPENDITURE	619.05	619.05	620.00	.95	99.9
TOTAL FUND EXPENDITURES	619.05	619.05	620.00	.95	99.9
NET REVENUE OVER EXPENDITURES	6.85	1,338.10	1,480.00	141.90	90.4

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

SID # 7 BOND FUND

<u>ASSETS</u>			
13-1000	CASH - COMBINED FUND		267.56
13-1031	CASH COUNTY TREASURER SID #7		11,576.48
13-1047	COLOTRUST		70,381.89
	TOTAL ASSETS		82,225.93
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
13-2900	FUND BALANCE	21,497.38	
	REVENUE OVER EXPENDITURES - YTD	60,728.55	
	BALANCE - CURRENT DATE		82,225.93
	TOTAL FUND EQUITY		82,225.93
	TOTAL LIABILITIES AND EQUITY		82,225.93

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

SID # 7 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
13-360-3611 INTEREST INCOME	6.57	16.71	1,000.00	983.29	1.7
13-360-3612 INTEREST ON ASSESSMENT	2,473.46	10,331.35	15,840.00	5,508.65	65.2
13-360-3630 ASSESSMENTS REVENUE	9,219.95	50,993.74	66,432.00	15,438.26	76.8
TOTAL MISCELLANEOUS REVENUES	11,699.98	61,341.80	83,272.00	21,930.20	73.7
TOTAL FUND REVENUE	11,699.98	61,341.80	83,272.00	21,930.20	73.7

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

SID # 7 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SID # 7 BOND FUND EXPENDITURES</u>					
13-470-4041 COUNTY TREASURER FEES	116.93	613.25	823.00	209.75	74.5
13-470-7072 INTEREST EXPENSE	.00	.00	13,365.00	13,365.00	.0
13-470-7073 BOND PRINCIPAL PAYMENT	.00	.00	75,000.00	75,000.00	.0
TOTAL SID # 7 BOND FUND EXPENDITURES	<u>116.93</u>	<u>613.25</u>	<u>89,188.00</u>	<u>88,574.75</u>	<u>.7</u>
TOTAL FUND EXPENDITURES	<u>116.93</u>	<u>613.25</u>	<u>89,188.00</u>	<u>88,574.75</u>	<u>.7</u>
NET REVENUE OVER EXPENDITURES	<u>11,583.05</u>	<u>60,728.55</u>	<u>(5,916.00)</u>	<u>(66,644.55)</u>	<u>1026.5</u>

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

ARAPAPAHOE COUNTY OPEN SPACE F

<u>ASSETS</u>			
14-1000	CASH - COMBINED FUND	(592,477.90)	
14-1042	INVESTMENT ACCOUNT-CSAFE	260,361.11	
14-1043	INVEST ACCT-COLOTRUST	901,458.05	
	TOTAL ASSETS		<u><u>569,341.26</u></u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
14-2071	ARAP CO SALES TAX COLLECTED	2,739.11	
	TOTAL LIABILITIES		2,739.11
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
14-2900	FUND BALANCE	575,010.07	
	REVENUE OVER EXPENDITURES - YTD	(8,407.92)	
	BALANCE - CURRENT DATE		<u>566,602.15</u>
	TOTAL FUND EQUITY		<u>566,602.15</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>569,341.26</u></u>

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

ARAPAPAHOE COUNTY OPEN SPACE F

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
<u>LICENSE AND PERMIT REVENUES</u>						
14-320-3200	OPEN SPACE SHAREBACK	.00	.00	115,000.00	115,000.00	.0
14-320-3220	SALES TAX COLLECTION FEE	412.81	412.81	1,600.00	1,187.19	25.8
	TOTAL LICENSE AND PERMIT REVENUES	412.81	412.81	116,600.00	116,187.19	.4
<u>MISCELLANEOUS REVENUES</u>						
14-360-3611	INTEREST INCOME	102.88	417.13	1,200.00	782.87	34.8
	TOTAL MISCELLANEOUS REVENUES	102.88	417.13	1,200.00	782.87	34.8
	TOTAL FUND REVENUE	515.69	829.94	117,800.00	116,970.06	.7

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

ARAPAPAHOE COUNTY OPEN SPACE F

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE FUND EXPENDITURES</u>					
14-450-9091 TRAIL IMPROVEMENTS	4,717.13	4,717.13	71,000.00	66,282.87	6.6
14-450-9092 PARK IMPROVEMENTS	262.55	262.55	15,000.00	14,737.45	1.8
14-450-9093 OTHER EXPENDITURES	.00	4,923.18	103,500.00	98,576.82	4.8
14-450-9094 QUINCY FARMS PROJECT	.00	(665.00)	.00	665.00	.0
TOTAL OPEN SPACE FUND EXPENDITURES	4,979.68	9,237.86	189,500.00	180,262.14	4.9
TOTAL FUND EXPENDITURES	4,979.68	9,237.86	189,500.00	180,262.14	4.9
NET REVENUE OVER EXPENDITURES	(4,463.99)	(8,407.92)	(71,700.00)	(63,292.08)	(11.7)

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

WATER AND SEWER FUND

<u>ASSETS</u>			
20-1000	CASH - COMBINED FUND	10,780.75	
20-1041	INVESTMENT ACCOUNT	734,444.49	
20-1151	ACCOUNTS RECEIVABLE	2,430.00	
20-1551	SEWER LINES	708,364.00	
20-1601	ACCUMULATED DEPRECIATION	(460,103.00)	
	TOTAL ASSETS		995,916.24
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
20-2212	FAIRFAX WATER LINE	29,116.50	
20-2214	LEVY WATER LINE ESCROW	950.00	
	TOTAL LIABILITIES		30,066.50
<u>FUND EQUITY</u>			
20-2901	RETAINED EARNINGS	345,894.62	
20-2951	CONTRIBUTED CAPITAL-TAPS	438,450.00	
20-2961	CONTRIBUTED CAPITAL-SEWER	571,808.00	
UNAPPROPRIATED FUND BALANCE:			
20-2900	FUND BALANCE	(425,309.23)	
	REVENUE OVER EXPENDITURES - YTD	35,006.35	
	BALANCE - CURRENT DATE	(390,302.88)	
	TOTAL FUND EQUITY		965,849.74
	TOTAL LIABILITIES AND EQUITY		995,916.24

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

WATER AND SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSE AND PERMIT REVENUES</u>					
20-320-3220 TAP FEES	.00	43,300.00	.00	(43,300.00)	.0
20-320-3225 WATER ADMINISTRATION FEES	.00	5,184.00	.00	(5,184.00)	.0
20-320-3226 SEWER ADMINISTRATION FEES	.00	26,082.00	1,812.00	(24,270.00)	1439.4
20-320-3228 W/S REPAIR & REPLACEMENT FEES	2,340.00	2,340.00	22,650.00	20,310.00	10.3
TOTAL LICENSE AND PERMIT REVENUES	2,340.00	76,906.00	24,462.00	(52,444.00)	314.4
<u>MISCELLANEOUS REVENUES</u>					
20-360-3611 INTEREST INCOME	68.53	277.33	800.00	522.67	34.7
TOTAL MISCELLANEOUS REVENUES	68.53	277.33	800.00	522.67	34.7
TOTAL FUND REVENUE	2,408.53	77,183.33	25,262.00	(51,921.33)	305.5

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2014

WATER AND SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER & SEWER EXPENDITURES</u>					
20-461-4043 CHERRYMOOR SOUTH EXPENSES	.00	.00	1,000.00	1,000.00	.0
20-461-4049 OTHER CONTRACTUAL	.00	.00	10,000.00	10,000.00	.0
20-461-5052 SEWER REPAIRS & MAINTENANCE	35,534.98	37,572.98	100,000.00	62,427.02	37.6
20-461-6063 TRAINING, DUES & SUB	.00	854.00	854.00	.00	100.0
20-461-6068 MISCELLANEOUS	.00	3,750.00	.00	(3,750.00)	.0
20-461-7050 DEPRECIATION	.00	.00	26,750.00	26,750.00	.0
TOTAL WATER & SEWER EXPENDITURES	35,534.98	42,176.98	138,604.00	96,427.02	30.4
TOTAL FUND EXPENDITURES	35,534.98	42,176.98	138,604.00	96,427.02	30.4
NET REVENUE OVER EXPENDITURES	(33,126.45)	35,006.35	(113,342.00)	(148,348.35)	30.9

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
APRIL 30, 2014

PARKS AND RECREATION FUND

ASSETS

30-1000	CASH - COMBINED FUND	(	1,498,351.05)	
30-1031	CASH-COUNTY TREASURER GENERAL		345,892.49	
30-1041	INVEST ACCT. WF		2,038,448.65	
30-1042	INVESTMENT ACCOUNT-CSAFE	(	25,111.57)	
30-1043	INVEST ACCT-COLOTRUST+		2,221,913.43	
30-1051	TAXES RECEIVABLE		550,738.81	
30-1551	PREPAID INSURANCE		91,670.92	
30-1632	GROUND IMPROVEMENTS		39,485.00	
30-1646	PARKS & TRAILS EQUIPMENT		184,020.70	
30-1701	COMPUTER LOAN PROGRAM		378.12	
			378.12	
	TOTAL ASSETS			3,949,085.50

LIABILITIES AND EQUITY

LIABILITIES

30-2011	VOUCHERS PAYABLE	(	2,013.39)	
30-2014	PAYROLL PAYABLES-ZERO BALANCE		2,286.57	
30-2015	FICA/FWH PAYABLES		1,542,495.37	
30-2101	HEALTH CARE SPENDING ACCT	(	44.09)	
30-2221	DEFERRED TAX REVENUE		550,738.81	
30-2371	ASPHALT OVERLAY PROJECT GRANT		2,277.72	
30-2372	VOLUNTEER PARK PROJECT		439.41	
30-2373	LITTLE DRY CREEK PROJECT GRANT	(	625.41)	
30-2374	JOHN MEADE PARK HORSE ARENA GR	(	87.72)	
30-2375	ASHPALT TRAIL OVERLAY PHASE 3	(	134.88)	
30-2641	INVESTMENT IN FIXED ASSETS		223,505.70	
			223,505.70	
	TOTAL LIABILITIES			2,318,838.09

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
30-2900	FUND BALANCE		929,244.30	
	REVENUE OVER EXPENDITURES - YTD		701,003.11	
			701,003.11	
	BALANCE - CURRENT DATE			1,630,247.41
	TOTAL FUND EQUITY			1,630,247.41
	TOTAL LIABILITIES AND EQUITY			3,949,085.50

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

PARKS AND RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>					
30-310-3111	348,246.55	931,520.39	1,472,944.00	541,423.61	63.2
30-310-3121	.00	.00	177,750.00	177,750.00	.0
	<u>348,246.55</u>	<u>931,520.39</u>	<u>1,650,694.00</u>	<u>719,173.61</u>	<u>56.4</u>
<u>MISCELLANEOUS REVENUES</u>					
30-360-3611	365.34	1,585.62	10,000.00	8,414.38	15.9
	<u>365.34</u>	<u>1,585.62</u>	<u>10,000.00</u>	<u>8,414.38</u>	<u>15.9</u>
	<u>348,611.89</u>	<u>933,106.01</u>	<u>1,660,694.00</u>	<u>727,587.99</u>	<u>56.2</u>

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2014

PARKS AND RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION EXPENDITURE</u>					
30-432-1011 PERSONAL SERVICES	22,713.06	100,598.79	346,687.00	246,088.21	29.0
30-432-1013 SOCIAL SECURITY TAXES	1,747.41	7,805.66	27,735.00	19,929.34	28.1
30-432-1014 RETIREMENT 401-MGMT	342.80	1,542.60	4,500.00	2,957.40	34.3
30-432-1015 RETIREMENT 457 DEF COMP	610.16	2,371.34	8,000.00	5,628.66	29.6
30-432-1016 HEALTH-LIFE-DENTAL INSURANCE	4,578.13	18,812.52	58,698.00	39,885.48	32.1
30-432-1018 UNIFORM EXPENSE	588.84	1,125.77	2,500.00	1,374.23	45.0
30-432-1019 OVERTIME	.00	859.32	2,500.00	1,640.68	34.4
30-432-2021 OFC-SUPPLIES-POSTAGE	11.45	83.34	1,000.00	916.66	8.3
30-432-2023 PLANT SUPPLIES	.00	.00	2,500.00	2,500.00	.0
30-432-2025 GENERAL INFRASTRUCTURE MAINT	1,481.88	2,375.82	15,500.00	13,124.18	15.3
30-432-2026 SNOW AND ICE MELT	.00	183.71	1,000.00	816.29	18.4
30-432-2027 PARK SIGNAGE	.00	.00	1,000.00	1,000.00	.0
30-432-2028 SPECIAL MATERIALS	628.59	937.97	3,500.00	2,562.03	26.8
30-432-3032 WATER	270.54	762.52	30,000.00	29,237.48	2.5
30-432-3033 COMMUNICATIONS	162.68	325.93	3,200.00	2,874.07	10.2
30-432-4041 COUNTY TREASURER FEES	3,482.47	9,315.21	14,729.00	5,413.79	63.2
30-432-4043 LEGAL/SURVEYING	.00	.00	4,000.00	4,000.00	.0
30-432-4046 ENGINEERING	150.25	595.75	4,000.00	3,404.25	14.9
30-432-4047 FORESTRY/ROW TREE MAINT.	50.00	7,362.06	28,000.00	20,637.94	26.3
30-432-4048 VEHICLE MAINTENANCE CONTRACT	215.93	2,198.08	16,500.00	14,301.92	13.3
30-432-4049 OTHER CONTRACTUAL SERVICES	.00	.00	4,500.00	4,500.00	.0
30-432-5052 EQUIPMENT MAINTENANCE	261.86	261.86	6,000.00	5,738.14	4.4
30-432-5053 VEHICLE MAINTENANCE	.00	1,629.56	4,500.00	2,870.44	36.2
30-432-5054 GASOLINE-OIL	1,695.28	6,448.66	25,000.00	18,551.34	25.8
30-432-5055 GROUNDS MAINTENANCE	1,756.28	4,902.31	20,000.00	15,097.69	24.5
30-432-6063 TRAIN-DUES-TRAVEL-SUBSC	267.00	1,637.55	5,420.00	3,782.45	30.2
30-432-6064 TESTING-PHYSICALS	.00	55.00	500.00	445.00	11.0
30-432-6067 SPECIAL EVENTS	.00	540.00	15,000.00	14,460.00	3.6
30-432-6068 MISCELLANEOUS EXPENSES	605.00	1,380.00	5,000.00	3,620.00	27.6
30-432-6069 RECREATION REIMBURSEMENT PROGR	8,026.75	50,108.53	210,000.00	159,891.47	23.9
30-432-7071 EQUIPMENT	347.92	7,883.04	15,600.00	7,716.96	50.5
30-432-7072 INTEREST EXPENSE	.00	.00	12,895.00	12,895.00	.0
30-432-7073 PRINCIPAL EXPENSE	.00	.00	735,730.00	735,730.00	.0
30-432-7075 ADMINISTRATIVE SERVICES	.00	.00	25,000.00	25,000.00	.0
TOTAL PARKS & RECREATION EXPENDITURE	49,994.28	232,102.90	1,660,694.00	1,428,591.10	14.0
TOTAL FUND EXPENDITURES	49,994.28	232,102.90	1,660,694.00	1,428,591.10	14.0
NET REVENUE OVER EXPENDITURES	298,617.61	701,003.11	.00	(701,003.11)	.0

**CHERRY HILLS VILLAGE
COLORADO**

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 11c(iii)

MEMORANDUM

TO: HONORABLE MAYOR TISDALE AND MEMBERS OF THE CITY COUNCIL
FROM: JOHN H. PATTERSON, CITY MANAGER
SUBJECT: UPDATE ON COUNCIL PRIORITIES
DATE: MAY 20, 2014

ISSUE

As we approach the Council Mini-Retreat on May 31st, I want to take this opportunity to update you on the progress we have made toward accomplishing the goals Council set for Staff during its 2013 Council Retreat.

DISCUSSION

A City Council Retreat was held on Saturday, June 1, 2013 during which time Council established goals and objectives for the City Manager to achieve over the course of the next twelve months. I have attached a document which lists each Council Priority and our progress to date.

ATTACHMENTS

City Council Priorities, June 2013 - June 2014

**CITY COUNCIL
PRIORITIES
JUNE 2013 – JUNE 2014**

A. Village Center Phase II – City Manager Patterson & Deputy City Manager Goldie

High Priority

Consultant to evaluate Public Works facility and options available to the City – remain on-site; move to an off site location; a combination of on and off site.

Target Date: Completed partnership arrangement with Denver Water on their Hillcrest site.

B. Sanitation District Consolidation - Deputy City Manager Goldie

Medium Priority

Revisit previous Council's goal that this function become consolidated within the Village.

The **rate issue** must be addressed in order to adequately maintain the system.

Target Date: Late 2014

C. Training/Communication for Employees - HR Analyst Barlow

High Priority

Set up an on-going training program in 2013/2014

New employee orientation – scheduled as needed

Outside Training/Inside Training resources – scheduled as needed

Diversity training – accomplished & on-going

Ethics training – accomplished & on-going

Supervisory training – accomplished & on-going

Harassment training – accomplished & on-going

Target Date: Completed & On-Going

H. Undergrounding of Utilities – Deputy City Manager Goldie & Special Projects Coordinator Kropf

Medium Priority

Create a policy on funding & prioritization.

The Utility Line Undergrounding Study Committee has been established to identify and address issues and report their findings and recommendations to Council.

Develop a policy for Undergrounding of Utilities for the Village.

Target Date: Completed & On-Going

I. CDOT - City Manager Patterson & Deputy City Manager Goldie

Medium Priority

Continue to study options for the traffic islands along Belleview Avenue. We currently maintain the appearance of the traffic islands by controlling for weeds. Coordinate efforts with Greenwood Village & CDOT.

CDOT has scheduled three major renovations to intersections within the Village (work to commence in 2013 and be completed in 2014):

Colorado & Hampden - Complete

University & Hampden

University & Belleview – Essentially complete

Monitor CDOT's construction projects. Liaison with CDOT's staff.

Target Date: Completed & On-Going

M. High Line Canal – City Manager Patterson & Deputy City Manager Goldie

Medium Priority

Tree planting and irrigation project

Maintain greenery along the Canal – in progress – working with Denver Water. Implement irrigation & tree planting project – accomplished.

Plow portions during the winter months – on-going.

Work with Denver Water on future management of the corridor – on-going.

Target date: Completed & On-Going

N. Public Art Commission – Finance Director Proctor

Medium Priority

Establish guidelines and priorities for the public arts program within the Village.

Several successes with art dedications and art shows over the past 6 months.

Target date: Completed & On-Going

O. Planning & Zoning Commission – Community Development Director Zuccaro

Medium Priority

Evaluate the Building Codes and our processes related to the Building Codes - in progress.

Target date: On-Going

- S. Department Accreditations** – Deputy City Manager Goldie, Police Chief Tovrea, Finance Director Proctor

Medium Priority

Police Department – reaccreditation due in 2013 – **Accomplished**
Public Works – in progress - **Target Date: Fall 2014**
Finance – GFOA award – in progress - **Target Date: Fall 2014**

- T. Employee Compensation/Benefits** – City Manager Patterson, Finance Director Proctor, HR Analyst Barlow

High Priority

Conduct yearly salary & benefits surveys – on-going.

Analyze existing job descriptions – on-going.

Target Date: Completed & On-Going

- U. BMW Golf Tournament** – City Manager & Staff

High Priority; On-Going; Short Term

Successfully manage the Village's commitments to the 2014 BMW Golf Tournament.

Target date: 2014

- V. 2014 Municipal Election** - City Manager Patterson & City Clerk Smith

High Priority

Successfully manage the Municipal election process. Coordinate activities with Arapahoe County.

Target Date: Fall 2014