

**CHERRY HILLS VILLAGE**  
**COLORADO**

2450 E. Quincy Avenue  
Cherry Hills Village, CO 80113  
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Village Center  
Telephone 303-789-2541  
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**City Council Agenda**  
Tuesday, April 21, 2015

6:30 p.m.

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Award Presentation
5. Audience Participation Period (limit 5 minutes per speaker)
6. Consent Agenda
  - a. Approval of Minutes – April 7, 2015
  - b. Resolution 12, Series 2015; Amending Resolution 10, Series 2015 and Concerning the Appointment of Members to the Quincy Farm Committee
  - c. Contract for Services with A-1 Chipseal for the 2015 Chip Seal CIP Program
  - d. Contract for Services with A-1 Chipseal for the 2015 Slurry Seal CIP Project
  - e. Colorado Department of Local Affairs Broadband Grant
7. Items Removed From Consent Agenda
8. Unfinished Business
9. New Business
  - a. Resolution 14, Series 2015; Rescinding Outdated or Inapplicable Policies
  - b. Resolution 15, Series 2015; Amending and Reaffirming Council Policies Concerning Investments, Council Rules of Procedure, Council Liaison Program, and Communications
  - c. Resolution 16, Series 2015; Adopting Customer Service Standards for Cable Operators
  - d. Resolutions 17-22, Series 2015; Adopting New City Policies
    - (i) Resolution 17, Series 2015; Amending and Restating the City's Purchasing Policy
    - (ii) Resolution 18, Series 2015; Adopting the City's Utility Undergrounding Policy
    - (iii) Resolution 19, Series 2015; Adopting the City's Check Controls Policy
    - (iv) Resolution 20, Series 2015; Adopting the City's Council Member Attendance at Commission Meetings Policy
    - (v) Resolution 21, Series 2015; Adopting the City's Candidate Forum Policy
    - (vi) Resolution 22, Series 2015; Adopting the City's Fund Balance/Finance Reserve Policy

**(see second page)**

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.

**CHERRY HILLS VILLAGE**  
**COLORADO**

- e. Resolution 23, Series 2015; Application for a Transfer of Ownership for a Hotel and Restaurant Liquor License at 1400 E. Hampden Avenue Suite 100 for G4 Alliance LLC DBA South Philly Cheese Steaks
10. Reports
- a. Mayor
    - (i) Reaffirming Council Retreat Saturday, May 2<sup>nd</sup> at Kent Denver Cafeteria
    - (ii) Support Letter for Scientific and Cultural Facilities District
  - b. Members of City Council
  - c. Reports from Members of City Boards and Commissions
  - d. City Manager and Staff
    - (i) Department Monthly Reports
    - (ii) Unaudited Financial Statements
    - (iii) Planning and Zoning Commission Vacancy
  - e. City Attorney
11. Adjournment

Minutes of the  
City Council of the City of Cherry Hills Village, Colorado  
Held on Tuesday, April 7, 2015 at 6:30 p.m.  
At the Village Center

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

**ROLL CALL**

Mayor Laura Christman, Councilors Mark Griffin, Earl Hoellen, Alex Brown, Mike Gallagher, Klasina VanderWerf, and Katy Brown were present on silent roll call. Also present were Deputy City Manager and Public Works Director Jay Goldie, City Attorney Linda Michow, Finance Director Karen Proctor, Community Development Director Rob Zuccaro, Police Chief Michelle Tovrea, Special Projects Coordinator Emily Kropf, and Accounting Clerk Jessica Sager.

Absent: none

**PLEDGE OF ALLEGIANCE**

Ellie Parsons, Kemper Parsons and Arwen Dougherty from St. Gabriel's Church led the Council in the pledge of allegiance.

**AWARD PRESENTATION**

Mayor Christman indicated the award presentation would be postponed until the April 21<sup>st</sup> meeting.

**AUDIENCE PARTICIPATION PERIOD**

None

**CONSENT AGENDA**

Councilor K. Brown removed Items 6c and 6d from the Consent Agenda.

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

- a. Approval of Minutes – March 17, 2015
- b. Resolution 11, Series 2015; Planning and Zoning Commission Rules of Procedure Amendment Concerning Meeting Dates

The motion carried unanimously.

**ITEMS REMOVED FROM CONSENT AGENDA**

Resolution 12, Series 2015; Appointing Members to the Quincy Farm Committee

Councilor K. Brown expressed concern that Resolution 10, Series 2015 passed by Council at the March 17<sup>th</sup> meeting establishing the Quincy Farm Committee (QFC) did not grant Council the authority to appoint a chair, but rather states that the Committee shall appoint a chairperson at its inaugural meeting. She suggested tabling Resolution 12, Series 2015 until the establishing Resolution 10, Series 2015 could be amended.

Mayor Pro Tem A. Brown suggested amending Resolution 12, Series 2015 to appoint Russell Stewart to the Committee without the designation of chairperson.

Councilor K. Brown noted that the establishing resolution also stated that there would be up to five members, but identified the three positions of chairperson, vice-chairperson and recording secretary. She stated that she had no issue with the recommended appointment but wondered why Council would appoint one member now and others later.

Mayor Christman agreed that the establishing resolution should be amended. She noted that the reason for appointing Mr. Stewart as chair was due to his extensive knowledge of the Quincy Farm process and appointing him now would allow him to participate in the process of further appointments on the QFC.

Councilor K. Brown indicated that Mr. Stewart could assist with the appointment process without being chair of the QFC.

City Attorney Michow indicated that if Council wished to appoint Mr. Stewart as chair then the establishing resolution should be amended.

Mayor Christman asked if it was necessary that a member of the committee be the recording secretary.

City Attorney Michow replied that it was not necessary.

Councilor K. Brown agreed that a chair, vice-chair and any other positions as the committee may deem appropriate would be sufficient.

Councilor Hoellen indicated that he had thought the committee would consist of five members.

Councilor K. Brown suggested that the establishing resolution could be revisited at the April 21<sup>st</sup> meeting.

Councilor VanderWerf indicated that five members was a good number to develop a healthy discussion with different perspectives, as well as to keep the work load reasonable and create a support system for the members.

Councilor Griffin suggested amending Resolution 12, Series 2015 to appoint Mr. Stewart as a member of QFC without designating him as the chair.

Councilor Gallagher suggested that while the establishing resolution states that all members should be residents of the Village there may be some people with a relationship to Cat Anderson who reside outside the Village who would bring value to the discussion.

Mayor Christman suggested that non-residents could be made a non-voting member of the committee.

Councilor K. Brown indicated that voting members would be stewards of a City asset and should be residents. She noted that the establishing resolution addressed ex-officio members. She stated that her personal preference would be to clarify the establishing resolution first and then address appointments.

Mayor Pro Tem A. Brown agreed that he would prefer to address the establishing resolution first if there was no urgency in approving Resolution 12, Series 2015.

Councilor K. Brown moved, seconded by Councilor VanderWerf to table Resolution 12, Series 2015, concerning the appointment of members to the Quincy Farm Committee, until the establishing Resolution 10, Series 2015 passed on March 17<sup>th</sup> had been revised to address both the number of members and the desire of City Council to be able to appoint the inaugural chair of the committee.

The motion carried unanimously.

#### Resolution 13, Series 2015; Appointing Members to the Board of Adjustment and Appeals

Councilor K. Brown noted that the third Whereas clause stated that applications had been reviewed by the City Council and asked if that had happened.

Mayor Christman indicated that was a misstatement and that the applications had been reviewed by herself and Councilor Hoellen during the last round of vacancies and they had made their recommendation to Council based on those applications.

Councilor K. Brown moved, seconded by Councilor Griffin to approve Resolution 13, Series 2015, concerning the appointment of members to the Board of Adjustment and Appeals, amending the third Whereas clause to read "applications to fill the position on the Board were reviewed by Mayor Christman and Councilor Hoellen".

The motion carried unanimously.

#### **UNFINISHED BUSINESS**

Council Bill 6, Series 2014; Proposed Amendment to Municipal Code Section 16-20-10 Establishing Expanded Use Review Criteria (first reading, tabled from October 7, 2014)

Special Projects Coordinator Kropf presented Council Bill 6, Series 2014 on first reading. She explained that under the current Code, the Planning and Zoning Commission (P&Z) reviews applications to establish, expand or increase institutions, clubs and facilities, and the Parks, Trails and Recreation Commission (PTRC) reviews applications for public recreational facilities. The respective Commission determines whether an application meets the requirements of the zoning ordinance based on the application, evidence and testimony presented at a public hearing and makes a recommendation to Council. Council then determines whether the application meets the same requirements based on the application, evidence and testimony and the recommendations of P&Z and/or PTRC. Currently, there are no other specific review criteria to base decisions on other than the technical zoning standards and submittal requirements. A typical planning review process should include more specific criteria so that Council can make more consistent and legally defensible decisions. A memorandum from the City Attorney discussing the need for such review criteria was provided as part of staff's memorandum. Council reviewed a proposed draft on October 7, 2014 and asked staff to revise the amendment to incorporate more objective language and to receive input from PTRC. Staff presented a revised draft to PTRC on February 12, 2015, which recommended approval to Council. P&Z also reviewed the draft and recommended approval on August 12, 2014. Staff's memo includes a summary of peer communities and recommendations for review criteria.

Councilor Hoellen suggested that 16-20-10(b)(5) "Any increase or modification to a previously approved use that would result..." be reworded to state "...use that might result..."

Mayor Christman stated that a more appropriate word would be "could". She noted that Greenwood Village had included the impact to view corridors and noise to their review criteria.

Special Projects Coordinator Kropf replied that noise was included in the seventh criteria as 16-20-10(c)(7) of the proposed ordinance.

Mayor Pro Tem A. Brown added that the first review criteria stated "The proposed use is consistent with and furthers or implements the goals and strategies of the Master Plan, including preservation of the semi-rural character of the City" and that the Master Plan speaks to scenic corridors and vistas.

Director Zuccaro added that if Council wanted to specifically identify view corridors instead of referring to the Master Plan that language could be added to the proposed ordinance.

Councilor K. Brown asked if the proposed ordinance allowed for consideration of the Blue Ribbon Panel Report as part of the review criteria.

Director Zuccaro replied that the Master Plan references the Blue Ribbon Panel Report.

Mayor Pro Tem A. Brown moved, seconded by Councilor K. Brown to approve on first reading Council Bill 6, Series 2014 as submitted in Exhibit A of the April 7, 2015 staff memorandum, amending Municipal Code Section 16-20-10 to establish general review criteria for the expanded use permit process with a change to 16-20-10(b)(5) changing the word "would" to "could".

The following votes were recorded:

Gallagher	yes
Griffin	yes
A. Brown	yes
VanderWerf	yes
K. Brown	yes
Hoellen	yes

Vote on the Council Bill 6-2014: 6 ayes. 0 nays. The motion carried.

**NEW BUSINESS**

**Public Hearing – Minor Amendment to Lot 1, Block 1 Highline Meadows Lot Consolidation Plat to Vacate 20-Foot Drainage and Utility Easement**

Mayor Christman indicated that this was a Public Hearing and asked if anyone wished to sign up to speak.

Director Zuccaro presented the proposal from Denver First Church of the Nazarene (DFC) for a minor subdivision amendment to vacate a drainage and utility easement. He noted that the easement had been platted in 1997 as part of the original Highline Meadows Subdivision as a perimeter easement between Lots 4 and 5 in order to convey utilities and drainage. He explained that neither lot had been developed and drainage infrastructure was never put in place. The lots are owned by DFC and in 2013 DFC applied for an expanded use permit. As part of that process DFC consolidated Lots 1 through 5 in 2014 and the property is currently under development as a parking lot. The easement is no longer needed due to the changed use of the property. The lot consolidation was an administrative plat approval process and did not provide the ability to remove an easement as that requires a public hearing. DFC was now proposing an amended subdivision plat in order to vacate the easement. To comply with the City Code referrals on this, application letters were sent to the City Engineer, CHV Sanitation District, Denver Water, Xcel, Comcast, and CenturyLink. No objections were made to the easement vacation. The new drainage plans have drainage going to an underground vault and then to the north to the Wellshire Golf Course. The standards for

approval of minor plats provided in the Code along with staff's recommended findings were included in the staff memorandum. Staff recommended approval of the request.

Mayor Christman asked if the parking lot was completed.

Director Zuccaro replied that the pavement in the parking lot was completed and the landscaping and other features would be installed shortly.

Councilor Griffin asked about the lights in the parking lot.

Director Zuccaro replied that parking lot lights would be installed.

Councilor Griffin asked about the hours for the parking lot lights.

Director Zuccaro replied he did not know.

Councilor Griffin asked if the lights conformed to the City's dark sky ordinance.

Director Zuccaro replied that the lights would conform to the dark sky ordinance.

Director Zuccaro noted that a representative for the applicant was present.

Mayor Christman asked if the representative would like to make a presentation.

The representative declined to make a presentation.

Mayor Christman closed the Public Hearing.

Mayor Pro Tem A. Brown moved, seconded by Councilor Griffin to approve the request by Denver First Church of the Nazarene for a minor subdivision amendment to vacate an unused 20-foot wide drainage and utility easement located within Lot 1, Block 1, Highline Meadows in Cherry Hills Lot Consolidation, based on the findings outlined in Table 1 of the April 7, 2015 staff memorandum.

The motion carried unanimously.

#### George W. Calkins Trust Subdivision Final Plat (5100 E. Quincy Avenue)

Director Zuccaro presented the George W. Calkins Trust Subdivision final plat. He explained that the preliminary plat was reviewed and approved by Council at the May 6, 2014 meeting. The final plat was the last step in the process and included formalizing all the final documentation for the subdivision. The final plat was to be consistent in every significant respect with the approved preliminary plat and any Council adopted conditions of approval. The final plat was reviewed by the City Attorney, City Engineer, and P&Z, who all recommended approval. The applicant requested that the subdivision improvement deadline be set at 10 years from the Council's approval of the final plat. A

typical subdivision improvement deadline would be one to two years with an opportunity for extension, but the applicants might not develop the property for several years and have asked for flexibility on that timeframe. Because of the unique nature of this request, the applicant had agreed to include a restriction on the property prohibiting conveyance or issuance of building permits on any of the lots until the City approves final construction documents, issues a development permit for the subdivision improvements and obtains a performance security. The applicant had further agreed that if the subdivision improvements were not commenced within ten years that the City Council may vacate the final plat by resolution, but retain all of the public easements dedicated to the City. Staff recommended approval of the final plat as submitted. There was one comment letter submitted after the May 6, 2014 public hearing that was included in Council packets.

Councilor K. Brown asked about an affidavit missing from the packet.

Director Zuccaro replied he could make copies of the affidavit for Council.

Mayor Christman asked if other Council members had questions for staff.

Councilor Hoellen indicated that because of the unusual configuration of some of the lots the City may receive variance requests from future homeowners. He asked if the lot configuration was a typical consideration during a subdivision process.

Director Zuccaro noted that different lot shapes were more often seen in larger lots throughout the City and lot configuration was considered at the staff level when reviewing a subdivision plat. He added that he did not believe the Board of Adjustment and Appeals (BOAA) could grant variances to a subdivision plat so future property owners would have to try to amend the plat if they wanted to change their setbacks.

Mayor Christman indicated that this was an unusual subdivision plat and that the site plan that included houses did not come from P&Z but rather from the developer in order to maximize the value of each home. She added that future homeowners would have to comply with their own covenants in addition to the setbacks on the plat.

Councilor VanderWerf noted that she lived on a similar lot with an odd shape and a view corridor. She indicated that the large size of the new lots would be helpful in giving people more options to place their homes within the setbacks.

Councilor Hoellen replied that he hoped that was the case but was sensitive to the issue after serving on BOAA for so long.

Director Zuccaro noted that Section 17-5-40 of the Code included design principles of subdivision lots.

Councilor VanderWerf asked what might constitute an infrastructure update.

Director Zuccaro replied that the scope of infrastructure was set but an example would be if the City were to change its drainage criteria then the applicants would be required to update to those current standards.

Councilor Griffin noted that the property was taxed as agricultural and asked if it would be taxed as residential once the final plat was approved.

Director Zuccaro replied he did not know.

Mayor Pro Tem A. Brown indicated that Council was not changing the zoning, and that the taxation classification was determined by the County assessor.

Mayor Christman stated that the property could be zoned residential by the City but be taxed as agricultural by the County.

Councilor K. Brown asked about the certificate of taxes included in Council packets.

Director Zuccaro replied that it was part of the City's submittal requirements.

Keith Neal, 5291 E. Yale Ave., representative of the applicant, indicated that any changes to the setbacks or view corridors would have to be done through a future public hearing process. He added that the covenants would be an additional requirement for future property owners. He noted that the tax classification was through the County assessor.

Mayor Christman called a five minute break at 7:20 p.m. in order for copies of the affidavit to be made.

The Council reconvened at 7:24 p.m. Director Zuccaro distributed the affidavit to Council.

Councilor Griffin moved, seconded by Council VanderWerf to approve the George W. Calkins Trust Final Plat application as submitted based on the findings and analysis in the April 7, 2015 staff memorandum.

The motion carried unanimously.

## **REPORTS**

### **Mayor's Report**

Mayor Christman reported that she had received a letter from History Colorado stating that the Francis Pety House would be considered for the State Register Review Board for inclusion in the Colorado State Register of Historic Properties. The City Council was invited to attend the State Review Board meeting on May 15th.

Councilor VanderWerf noted that the house was in the High on Country book.

### **Members of City Council**

Councilor Hoellen had no report.

Councilor K. Brown reported she was unable to attend the first meeting in June.

Councilor VanderWerf had no report.

Mayor Pro Tem A. Brown reported that the Utility Line Undergrounding Study Committee (ULUSC) survey was completed and the ULUSC had found the open-ended comments very helpful. He noted that the ULUSC continued to meet twice a month and had a self-imposed goal to provide Council with a final report by June. He indicated that they were finding a cost problem emerging. He noted that Xcel Energy's attitude had changed over the course of the ULUSC's dealings with them and the cost estimate was now substantially higher than the initial estimate. When Deputy City Manager/Director Goldie asked Xcel for a breakdown of the estimated cost they responded that the City could audit the project after it was completed. He noted that this was a complex issue and other communities had begun the process and dropped it for various reasons. He stated that there were multiple reasons to conclude that undergrounding utility lines might be more of a challenge than the City wanted to take on. He indicated that he was proud of the work the ULUSC has done but that it was frustrating not to be able to obtain concrete information. This would make it difficult to go to the voters with any reasonably conclusive cost estimate. The ULUSC would continue to seek more clarification from Xcel and would present the most current cost estimates and options to Council in June. He noted that he would contact former Mayor Jeff Welborn with the hope that he had more background information on the ballot issue from 2000.

Mayor Christman noted that Greenwood Village was in litigation with Xcel, and Xcel might be in litigation with Sheridan and Boulder in the near future as well.

Councilor VanderWerf asked if Xcel answered to a utility commission and asked if there was any headway to be made through those channels.

Mayor Pro Tem A. Brown replied that the ULUSC benefited from participation by Jim Tarpey, an attorney with a long background in utility matters and a former member of the Public Utility Commission, who had advised the ULUSC on how to proceed with Xcel including allowing the City to manage some aspects of the construction work in order to keep costs low.

Councilor Griffin reported that the BOAA had met and approved a variance, and things were progressing well on the Board.

Councilor Gallagher reported that the PTRC is working on an ordinance addressing fencing along trails on direction from Council. He added that the John Meade Park

Master Planning process public input meeting was on Thursday at St. Mary's Academy at 5:30 p.m.

Councilor K. Brown noted that the proposed options were available on the City website.

### **Members of City Boards and Commissions**

None

### **City Manager & Staff**

Deputy City Manager/Director Goldie noted that the ULUSC survey results were in the packet.

Mayor Pro Tem A. Brown added that there were 193 responses and that this had not been a scientific poll. He noted he was pleased with the number of responses.

Councilor Hoellen noted that the responses contained a lot of comments for Council to consider when establishing priorities.

Mayor Christman indicated that the survey was not presented as being about priorities.

Deputy City Manager/Director Goldie reported that the City was waiting to hear from Arapahoe County on three Open Space grants for irrigation and tree planting in Three Pond Park, overlay and slurry for City trails, and a trail inventory. He explained overlay and slurry would be no rougher than asphalt and would make trails safer for horses. He added that staff would hear back on the applications in May, and staff would bring the overlay and slurry contracts for Council's approval at a future meeting along with a possible supplemental appropriation.

Mayor Christman asked how much of the project cost the grants would cover.

Deputy City Manager/Director Goldie replied that the City was requesting \$25,000 for Three Pond Park with \$3,000 matching from the City; \$50,000 for the overlay project with \$41,000 match; and \$50,000 for the trail inventory with \$5,750 match. The grant was for the City to gather all recorded documents in one place.

Mayor Christman asked if the trail inventory would include waterways, wetlands and floodplains.

Deputy City Manager/Director Goldie replied that this would simply be a trail map to understand the locations of all the City's easements and rights-of-way. He noted that it would be easy to add a layer of waterways, wetlands or floodplains to the map using GIS but it wasn't part of this process.

Councilor VanderWerf noted that South Suburban had done the same thing for their trails.

Deputy City Manager/Director Goldie noted that South Suburban's project had been rudimentary and not electronic.

Councilor VanderWerf asked about the final product.

Deputy City Manager/Director Goldie replied the final product would be an electronic map with attached documents and parts of the map would be available online. He reported that staff was working with the City Engineer on a traffic study data collection process. Data and baselines would show movements including where people enter and exit the City and who are residents based on license plates. He reported that he, Director Zuccaro and Marty Zeller had met with the Sanctuary Church at Clarkson and Hampden who welcomed public use of the property including the City's special events but were not interested in any formal agreements at this time. He reported that the Cherry Hills North HOA meeting was tomorrow night and the John Meade Park Master Planning public input meeting was Thursday night.

### **City Attorney**

City Attorney Michow gave an update on pending legislation. She reported that Senate Bill 212 would address regional stormwater facilities and their impact on water rights was supported by CML. Senate Bill 61 dealing with disclosure statement triggers for issues committees during elections was postponed indefinitely. House Bill 1098 prohibiting photo red light systems was sitting in appropriations. House Bill 1197 was on its way to the Governor for signature and would impact the way the City negotiates contracts with the City Engineer and Architect. She noted that she and Deputy City Manager/Director Goldie would review the City's standard contracts to make sure the City was in compliance. She added that there were 8-10 public safety law enforcement bills but would wait to update Council on those until there was more information.

### **ADJOURNMENT**

Councilor K. Brown moved, seconded by Mayor Pro Tem A. Brown to proceed into Executive Session pursuant to CRS Section 24-6-402(4)(b) for purposes of discussion with the city attorney to receive legal advice on specific legal questions related to new litigation involving three City employees; pursuant to C.R.S. Sec. 24-6-402(4)(f) for the purpose of discussing personnel matters related to the annual review of the City Manager to which the City Manager has consented to being conducted in executive session; pursuant to CRS 24-6-402(4)(a) and (e) for the purpose of discussing matters related to the possible acquisition of real property and to develop strategy for negotiations and to instruct negotiators relating to such real property; and immediately thereafter stand adjourned.

Mayor Pro Tem A. Brown indicated that each executive session would be held separately with a separate record established for each since some involved legal advice and others did not.

Mayor Christman noted that each executive session should be commenced and ended individually.

The following votes were recorded:

Griffin	yes
A. Brown	yes
VanderWerf	yes
K. Brown	yes
Hoellen	yes
Gallagher	yes

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

The Executive Sessions began at 7:54 p.m.

The meeting adjourned at 9:15 p.m.

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Laura Christman, Mayor

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Laura Smith, City Clerk

**RESOLUTION NO. 12  
SERIES 2015**

**INTRODUCED BY:  
SECONDED BY:**

**A RESOLUTION  
OF THE CITY COUNCIL  
OF THE CITY OF CHERRY HILLS VILLAGE  
AMENDING RESOLUTION 10, SERIES 2015 AND  
CONCERNING THE APPOINTMENT OF MEMBERS  
TO THE QUINCY FARM COMMITTEE**

**WHEREAS**, through Resolution 10, Series 2015, the City Council established the Quincy Farm Committee ("the Committee") to advise the City Council on matters related to Quincy Farm; and

**WHEREAS**, City Council desires to amend Resolution 10, Series 2015 Section 3 "Members" to read:

The QFC shall initially consist of ~~no more than~~ five (5) voting members. City Council may increase or decrease the membership of the QFC at its future discretion. Additionally, City Council may designate one or more members of the City Council to serve as non-voting ex-officio members of the Committee. All members shall be appointed by the City Council. Members shall be residents of the City for at least three (3) years immediately preceding the date of appointment and shall be residents throughout their term of office. All regular and ex-officio members shall be volunteers who serve without compensation.

; and

**WHEREAS**, City Council desires to amend Resolution 10, Series 2015 Section 6 "Meetings" to read:

The QFC shall meet as often as necessary to accomplish its duties and responsibilities. City Council may appoint the inaugural chairperson of the QFC. At the inaugural meeting of the QFC if not previously appointed by City Council, the QFC members shall appoint a chairperson, vice-chairperson and recording secretary any other positions as the QFC may deem appropriate. The QFC may adopt bylaws for its proper operation which bylaws shall be consistent with the laws of the state and the City of Cherry Hills Village. All meetings of the QFC shall be open to the public. The QFC shall set and post its schedule and agendas in the same manner as other City Boards and Commissions, and invite input from the community and City staff.

; and

**WHEREAS**, the City Council desires to appoint Russell Stewart to a five (5) year term on the QFC and further to appoint Mr. Stewart as inaugural chairperson of the QFC.

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

**Section 1.** Resolution 10, Series 2015 is hereby amended as described above.

**Section 2.** The City Council hereby makes the following appointments to the City of Cherry Hills Village Quincy Farm Committee:

<u>Name</u>	<u>Term Expires</u>
Russell Stewart	3 <sup>rd</sup> Tuesday in May 2020

**Section 3.** Mr. Stewart shall serve as inaugural chairperson of the Cherry Hills Village Quincy Farm Committee.

This Resolution shall be effective immediately.

Introduced, passed and adopted at the  
regular meeting of City Council this \_\_\_ day  
of \_\_\_\_\_, 2015, by a vote of \_ yes and \_ no.

(SEAL)

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

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ITEM: 6c

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MEMORANDUM

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL  
**FROM:** JAY GOLDIE, DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** CONTRACT FOR SERVICES WITH A-1 CHIPSEAL FOR THE 2015 CHIP SEAL CIP PROGRAM  
**DATE:** APRIL 21, 2015

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On February 25, 2015 the City received bids for the 2015 Chip Seal CIP projects. Two bids were received for the proposed chip seal project. The project includes 106,000 square yards of chip seal and the possibility of an additional 47,000 square yards of chip seal on Dahlia Street in a cooperative project with the City and County of Denver. The final details of this agreement have not yet been worked out and this portion of the project will be eliminated if terms cannot be reached in a timely fashion. This portion of the project is not included in the approval request with a total project cost being \$357,114.74. Staff is bringing this contract forward at this time as approval is needed in order to schedule the project and secure the materials needed by the contractor. The two bids received for the project are:

Foothills Paving and Maintenance	\$388,852.63
A-1 Chipseal	\$390,987.24

Staff is recommending approval of a contract with A-1 Chipseal for the chip seal project. Staff feels that A-1 Chipseal is the most *highly* qualified for the job due to their past excellent results and familiarity with the City's stringent standards. Dealing with one contractor for both the Chip and Slurry seal projects has considerable convenience and added value for the City. With the small difference in the bid prices and the past proven performance of A-1 Chipseal, staff feels they are most suitable to complete work for the 2015 CIP program.

**Background**

Chip seal is a surface application used to maintain, protect and prolong the life of an existing street or road. It improves the skid resistance to allow for a safer driving surface, improve the overall appearance, and most importantly it provides a weatherproof membrane to repel moisture from damaging the base and extends the useful life of the existing pavement.

The City has positioned itself as a leader in the metro region with regard to street maintenance and pavement preservation. By utilizing chip seal at the appropriate time in the lifecycle of asphalt the City will continue to have better than average roads at a far lower cost than repaving as roads fail. Continued commitment to a road maintenance program is essential to long-term cost savings and overall better road conditions between maintenance treatments.

Benefits of Chip Seal:

- Extends the life of an existing asphalt surface by protecting it from oxidation and deterioration
- Stretches maintenance dollars and is a strong return on investment
- Seals and resists reflection of small surface cracks
- Reduces future cracking, distress and potholes that eventually start to appear
- Improves skid-resistance and safety with a high friction surface
- Quick installation with minimal disruption to residents

**STAFF RECOMMENDATION**

Staff recommends approval of the contract with A-1 Chipseal Company for the initial amount of \$357,114.74. Additionally staff recommends that City Council authorize staff to sign a change order if an agreement can be reached with the City and County of Denver to combine the project on Dahlia Street.

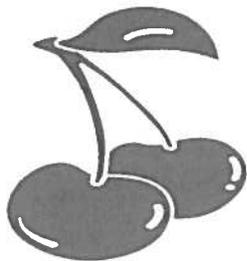
**RECOMMENDED MOTION**

“I move to approve the Contract for Services with A-1 Chipseal Company in the amount of \$357,114.74 for the 2015 Chip Seal CIP project. Additionally, City Council authorizes staff to sign a change order to the contract in the amount of \$33,872.50 if the City and County of Denver is able to officially commit to payment for their portion of the project on Dahlia Street, for a total project cost of \$390,987.24.”

**ATTACHMENTS**

Exhibit A: Contract for Services

Exhibit B: Bid Form

**EXHIBIT A: STANDARD FORM OF CONSTRUCTION CONTRACT**

# CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2015-001**

**CONSTRUCTION CONTRACT  
FOR THE FOLLOWING PROJECT:  
Chip Seal Project**

This Construction Contract (“Contract”), effective this 21<sup>st</sup> day of April, 2015, is made and entered into by and between A-1 Chipseal Company (hereinafter, “Contractor”), a corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 2001 West 64<sup>th</sup> Lane, Denver, Colorado 80221 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 **ten (10)** days following the Notice of Award and agrees that the Work will be completed within **twenty (20)** calendar days (holidays, weekends and inclement weather excluded) 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 three hundred and fifty seven thousand one hundred fourteen 74/100 Dollars (\$357,114.74).

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
- 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



**III. FORM OF BID**

Bidder: A-1 Chipseal Co.

City of Cherry Hills Village Project No. **2015 - 001**

This Bid is dated February 25, 20 15

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

**BASE BID**

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	¼ inch Chip Seal and Fog Seal	77,329 sy	SY	3.08	238,173.32
2	3/8 inch Chip Seal and Fog Seal	24,664 sy	SY	3.13	77,198.32
3	Double Chip Seal and Fog Seal	4,430 sy	SY	6.42	28,440.60
4	Cape Seal	8,500 sy	SY	5.55	47,175.00
5					
5					

Total Base Bid 390,987.24

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

1. ¼ inch Chip Seal and Fog Seal		
a. Quincy Avenue, west side bike path	3,166 sy	Total \$ <u>9,751.28</u>
b. Layton Drive, east of Franklin St.	3,866 sy	Total \$ <u>11,907.28</u>
c. Cherry Vale Drive	4,994 sy	Total \$ <u>15,381.52</u>
d. Summit Blvd.	4,133 sy	Total \$ <u>12,729.64</u>
e. Sterling Avenue	2,238 sy	Total \$ <u>6,893.04</u>
f. Belleview Place	1,033 sy	Total \$ <u>3,181.64</u>
g. Cherryridge Road	20,148 sy	Total \$ <u>62,055.84</u>
h. Stanford Drive	3,600 sy	Total \$ <u>11,088.00</u>
i. Bellaire Circle	9,935 sy	Total \$ <u>30,599.80</u>
j. Huntwick Lane	10,011 sy	Total \$ <u>30,833.88</u>
k. Gaylord Street	4,660 sy	Total \$ <u>14,352.80</u>
l. Grand Avenue	3,111 sy	Total \$ <u>9,581.88</u>
m. Vine Street	2,488 sy	Total \$ <u>7,663.04</u>
n. Chenango Court	2,080 sy	Total \$ <u>6,406.40</u>
o. Cherry Hills Farms Drive / west	1,866 sy	Total \$ <u>5,747.28</u>
		Total Everything \$ <u>238,173.32</u>
2. 3/8 inch Chip Seal and Fog Seal		
a. Happy Canyon Road / south bound lane	8,333 sy	Total \$ <u>26,082.29</u>
b. Quincy Avenue / west side	16,331 sy	Total \$ <u>51,116.03</u>
		Total Everything \$ <u>77,198.32</u>

3. Cul-de-Sac Double Chip Seal and Fog Seal		
a. Layton Dr. both N. & S. cul-de-sac's	1,088 sy	Total \$ <u>6,984.96</u>
b. Belleview Place	555 sy	Total \$ <u>3,563.10</u>
c. Cherryridge Road	544 sy	Total \$ <u>3,492.48</u>
d. Bellaire Circle	1,155 sy	Total \$ <u>7,415.10</u>
e. Huntwick Lane	100 sy	Total \$ <u>642.00</u>
f. Grand Avenue	444 sy	Total \$ <u>2,850.48</u>
g. Chenango Court	544 sy	Total \$ <u>3,492.48</u>
	Total Everything \$	<u>28,440.60</u>

4. Cape Seal		
a. So. Dahlia Street	8,500 sy	Total \$ <u>47,175.00</u>

Total Project Cost : Items 1 – 4 Total \$ 390,987.24

The above quantities are estimates only. It is the Contractors responsibility to view the proposed construction project sites at their discretion prior to bidding. A City representative can be available Tuesday thru Friday for a pre-bid project tour per appointment. Appointments must be scheduled 48 hours in advance. Contact the Project Manager, Ralph Mason, 303-591-4746 for appointments.

The City of Cherry Hills Village reserves the right to delete portions or quantities of this Bid / Project at anytime.

Due to seasonal sensitivities to the Chip Seal Process, the Contract Time Period for this project must fall between the last week of May thru the first week of September 2015. **No Exceptions.**

All Traffic Control and Traffic Control Costs are the responsibility of the Contractor.

The City does not recognize Mobilization, Re-Mobilization, or De-Mobilization of equipment or materials needed to perform the contract as a line item.

From July 18<sup>th</sup> thru August 2<sup>nd</sup>, there will be a No Work timeframe when no work can be performed. **No Exceptions.**

*a*

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

STATE OF Colorado )  
 ) ss.  
COUNTY OF Adams )

Daniel J. Gryzmala, being first duly sworn, deposes and says that:

- (1) He is the President of A-1 Chipseal Co., 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:

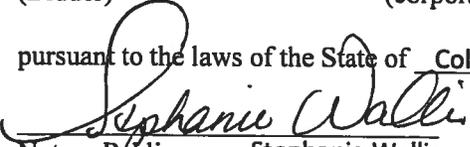
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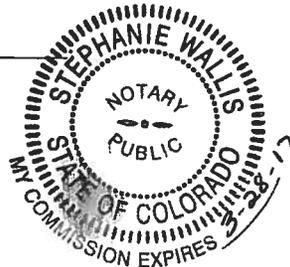
Printed Name: Daniel J. Gryzmala

Subscribed and sworn to before me this 25th day of February, 2015, by

Daniel J. Gryzmala, as President,  
(Affiant) (title)  
of A-1 Chipseal Co., a Corporation, organized  
(Bidder) (corporation or partnership)

pursuant to the laws of the State of Colorado

  
Notary Public Stephanie Wallis  
My Commission Expires 3/28/17



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

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

From: A-1 Chipseal Co. (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. **2015-001**

Project Description: **Chip Seal Project** : Construct approximately 77,329 square yards of 1/4 inch chip seal and fog seal on fifteen ( 15 ) city streets, construct approximately 24,664 square yards of 3/8 inch chip seal and fog seal on two ( 2 ) city streets, construct approximately 4,430 square yards of double chip ( 3/8 inch bottom, 1/4 inch top ) and fog seal on seven ( 7 ) city cul-de-sac's, and construct approximately 8,500 square yards of cape seal on one ( 1 ) city street.

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>
_____	None	_____
_____	_____	_____
_____	_____	_____

(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 Western Surety Co., a corporation of the State of South Dakota, 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 Total Amount 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 \_\_\_\_\_ **NONE** Initial by Bidder \_\_\_\_\_~~

~~Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_~~

n

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 2:00 PM this 25th day of February, 2015.

Signature of Bidder:

~~If an Individual: \_\_\_\_\_~~

~~doing business as \_\_\_\_\_~~

~~If a Partnership: \_\_\_\_\_~~

~~by \_\_\_\_\_, General Partner.~~

If a Corporation: A-1 Chipseal Co.

a Colorado, Corporation

by *D.J. Gryzmala*, President.  
Daniel J. Gryzmala

Attest:  
*Stephanie Wallis*  
Secretary Stephanie Wallis

[Corporate Seal]

Business Address of Bidder 2001 West 64th Lane

City, State, Zip Code Denver, CO 80221

Telephone Number of Bidder 303-464-9267

Email of Bidder swallis@a-1chipseal.com

**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: 6d

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

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

**SUBJECT:** CONTRACT FOR SERVICES WITH A-1 CHIPSEAL FOR THE 2015 SLURRY SEAL CIP PROJECT

**DATE:** APRIL 21, 2015

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On February 25, 2015 the City received bids for the 2015 Slurry Seal Trail Maintenance CIP project. Two bids were received for the proposed project. The bids were from A-1 Chipseal for \$107,433.75 and Foothills Paving and Maintenance for \$194,873.45. A discrepancy of this magnitude would normally be reason to question the low bid. However, the City has worked with A-1 Chipseal many times in the past on its chipseal projects and staff is comfortable that they can complete the project in an acceptable manner for the proposed price.

The proposed contract is for 19,967 square yards, or just over half of the entire project scope. This portion of the project will cost \$58,902.65. The entire project, if completed, will be 36,425 square yards of slurry seal installed on the asphalt paths within the Village, which is 100% of paved trail system. Because of timing issues with grant cycles and construction season it is necessary for staff to move forward prior to knowing the outcome of the Arapahoe County Open Space grant proposal associated with the slurry seal project. If Cherry Hills Village is successful with the grant application process through Arapahoe County Open Space the entire project will be completed. Staff will issue a change order to extend the contract amount to the full cost of \$107,453.75. If this happens a supplemental appropriation will be submitted to City Council for accounting and record keeping purposes. No further funds will be expended from the City's budget due to this change being initiated. City Council has already approved the grant application authorizing the City to accept these funds.

Staff is bringing the contract forward at this time in order to get the project on the 2015 construction schedule. Grant cycles do not always align with desired projects making timely completion a difficult process that staff must work through in a creative manner.

**Background**

A slurry surfacing, also known as a slurry seal is not the same as a chip seal. Instead, it is a mixture of aggregates dispersed in an asphalt emulsion and applied in a slurry state. It is usually a mix of polymer-modified emulsion and fine crushed aggregates and sand that is spread simultaneously in one pass over the street at a particular thickness. Chip seal is a multi-stage process where the aggregate is spread separate from the asphalt emulsion and larger aggregate is used. The slurry cures as the water evaporates, leaving only the asphalt to coat the aggregate.

Slurry seals are designed in a lab, are proportioned by a slurry machine, and laid down and cured so the asphalt-to-aggregate ratio is maintained at the optimum value to assure uniform aggregate coating and adhesion. Such friction courses use very large fractions of fine material (sand), giving a very high surface area and a lot of microstructure, leading to a sandpaper like surface with high skid resistance, while maintaining a smoother finish. Slurry seal is one of the most versatile of pavement surface treatment systems, providing low cost, rapid usability, and aesthetic value, while correcting minor deficiencies in the pavement surface and preventing further deterioration. When used at the right times, slurry seal can help double the life of an asphalt pavement and save money by preventing minor problems from turning into major ones. Slurry seal is also more eco-friendly and less expensive than many other systems.

#### **STAFF RECOMMENDATION**

Staff recommends that City Council approve the contract with A-1 Chipseal Company for the 2015 Slurry Seal CIP Project as presented, and authorize staff to initiate a change order only upon the receipt of grant funds if awarded.

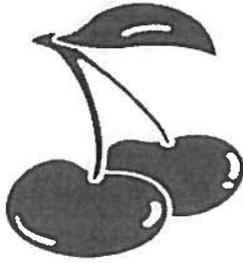
#### **RECOMMENDED MOTION**

“I move to approve the Contract for Services with A-1 Chipseal Company in the amount of \$58,902.65 for the 2015 Slurry Seal CIP project. Additionally, City Council authorizes staff to sign the change order to the contract in the amount of \$48,531.10 if the City is awarded the proposed Arapahoe County Open Space grant funds, for a total project cost of \$107,433.75.”

#### **ATTACHMENTS**

Exhibit A: Contract for Services

Exhibit B: Bid Form/Amendment

**EXHIBIT A: STANDARD FORM OF CONSTRUCTION CONTRACT**

# CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. 2015-002

**CONSTRUCTION CONTRACT  
FOR THE FOLLOWING PROJECT:  
2015 Bike Path Slurry Seals**

This Construction Contract (“Contract”), effective this 21<sup>st</sup> day of April, 2015, is made and entered into by and between A-1 Chipseal Company (hereinafter, “Contractor”), a corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 2001 West 64<sup>th</sup> Lane, Denver Colorado 80221 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 Ten (10) days following the Notice of Award and agrees that the Work will be completed within Twenty (20) 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 fifty eight thousand nine hundred two dollars and 65/100 Dollars (\$58,902.65).

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

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



**III. FORM OF BID**

Bidder: A-1 Chipseal Co.

City of Cherry Hills Village Project No. **2015-002**

This Bid is dated February 25, 2015

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

**BASE BID**

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	E. Quincy Avenue Bike Path	19,967 sy	SY	2.95	58,902.65
2	S. Colorado Blvd. Bike Path	5,512 sy	SY	2.95	16,260.40
3	S. Holly Street Bike Path	5,056 sy	SY	2.95	14,915.20
4	S. Clarkson St. Bike Path	4,112 sy	SY	2.95	12,130.40
5	Jefferson Avenue Bike Path	1,778 sy	SY	2.95	5,245.10
5					
<b>Total Base Bid</b>					<b><u>107,453.75</u></b>

The above quantities are estimates only. It is the Contractors responsibility to view the proposed construction project sites at their discretion prior to bidding. A City representative can be available with a 48 hour notice Tuesday thru Friday for a pre-bid project tour per appointment. Contact Project Manager, Ralph Mason, 303-591-4746 for appointments.

The City of Cherry Hills Village reserves the right to delete portions or quantities of this Bid / Project at anytime.

Due to seasonal sensitivities of the Slurry Seal Process, the Contract Time Period for this project must fall between the first week in May thru the last week of September 2015. **No Exceptions.**

From July 18<sup>th</sup> thru August 2<sup>nd</sup>, there will be a No Work timeframe when no work can be performed. **No Exceptions.**

All Traffic Control and Bike Path Control, and Traffic and Bike Control Costs are the responsibility of the Contractor.

The City does not recognize Mobilization, Re-Mobilization, and De-Mobilization of equipment and materials needed to perform the project as a line item.

The Contractor must provide sanitary facilities (toilet) for the duration of the project, for use by any and all employees engaged in the work. No Work may begin until toilet facilities are in place. **No Exceptions.**

The city will provide designated staging and storage areas.

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

STATE OF Colorado )  
 ) ss.  
COUNTY OF Adams )

Daniel J. Gryzmala, being first duly sworn, deposes and says that:

- (1) He is the President of A-1 Chipseal Co., 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: 

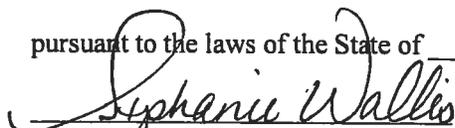
Printed Name: Daniel J. Gryzmala

Subscribed and sworn to before me this 25th day of February, 20 15, by

Daniel J. Gryzmala, as President  
(Affiant) (title)

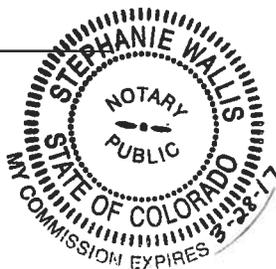
of A-1 Chipseal Co., a Corporation, organized  
(Bidder) (corporation or partnership)

pursuant to the laws of the State of Colorado



Notary Public

My Commission Expires 3/28/2017



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

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

From: A-1 Chipseal Co. (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. 2015 - 002  
Project Description: **Construct Approximately 36,425 Square Yards of Slurry Seal on Five ( 5 ) City Bike Paths. This Project will also include Slurry Sealing Approximately Twenty (20) Driveway Aprons between adjoining roadway and bike paths.**

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 Western Surety Co., a corporation of the State of South Dakota, 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 Total Amount 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 \_\_\_\_\_~~

None

~~Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_~~

~~Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_~~

W

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 2:00 PM this 25th day of February, 2015.

Signature of Bidder:

~~If an Individual: \_\_\_\_\_~~

~~doing business as \_\_\_\_\_~~

~~If a Partnership: \_\_\_\_\_~~

~~by \_\_\_\_\_, General Partner.~~

If a Corporation: A-1 Chipseal Co.

a Colorado Corporation

by [Signature], President.

Daniel J. Gryzmala

Attest:

[Signature]  
Secretary Stephanie Wallis

[Corporate Seal]

Business Address of Bidder 2001 W. 64th Lane

City, State, Zip Code Denver, CO 80221

Telephone Number of Bidder (303) 464-9267

Email of Bidder jjohnson@a-1chipseal.com

**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: 6e

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

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

**SUBJECT:** COLORADO DEPARTMENT OF LOCAL AFFAIRS BROADBAND GRANT

**DATE:** APRIL 21, 2015

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The City recently received notice from the Colorado Department of Local Affairs (DOLA) for an initiative to expand regional broadband planning efforts. DOLA has earmarked \$20 million in Energy Impact Assistance (EIA) to grant funds to support investment in middle-mile broadband infrastructure and create an opportunity to establish partnerships with the private sector to bring broadband into local communities. The Utility Line Undergrounding Study Committee has also determined that there is an opportunity to install broadband throughout the City at a marginal cost increase while relocating overhead facilities along arterial roads and state highways. Staff is submitting a grant application for \$60,000 to DOLA for a broadband feasibility study.

The City may ask voters to approve a temporary tax increase in November of 2015 to fund the burial of overhead utility lines and the installation of broadband, but additional information is needed before it can be determined how such a system would operate. EIA grants are to be directed to communities that are economically or socially impacted by the development of energy and mineral resources or that are in financial need. Staff has been in contact with DOLA's Regional Field Manager and has been told that the proposed project may qualify for funding due to its potential regional impact. Staff recommends that the City Council approve the submittal of the broadband grant application to request funds for a feasibility study.

**RECOMMENDED MOTION:**

"I move to approve the submittal of the Energy and Mineral Impact Assistance Program application to the Colorado Department of Local Affairs for a funding request of \$60,000 for a broadband feasibility study."

**CHERRY HILLS VILLAGE  
COLORADO**

**ATTACHMENTS:**

Exhibit A: Energy and Mineral Impact Assistance Program Application



**ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION**  
**Tier I or Tier II**

**Applications Must Be Submitted Electronically - Directions on Last Page**

**-You are Highly Encouraged to Work with your Regional Field Manager when Completing your Application-**

**A. GENERAL AND SUMMARY INFORMATION**

**1. Name/Title of Proposed Project:** Cherry Hills Village Broadband Feasibility Study

**2. Applicant:** City of Cherry Hills Village

(In the case of a multi-jurisdictional application, name of the "lead" municipality, county, special district or other political subdivision).

In the case of a multi-jurisdictional application, provide the names of other directly participating political subdivisions:

**3. Chief Elected Official** (In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision):

Name:	<u>Laura Christman</u>	Title:	<u>Mayor</u>
Mailing Address:	<u>2450 E Quincy Ave</u>	Phone:	<u>303-758-6058</u>
City/Zip:	<u>Cherry Hills Village, CO 80113</u>	Phone:	<u></u>
E-Mail Address:	<u>lchristman@cherryhillsvillage.com</u>		

**4. Designated Contact Person (will receive all mailings) for the Application:**

Name:	<u>Emily Kropf</u>	Title:	<u>Special Projects Coordinator</u>
Mailing Address:	<u>2450 E Quincy Ave</u>	Phone:	<u>303-783-2742</u>
City/Zip:	<u>Cherry Hills Village, CO 80113</u>	Phone:	<u></u>
E-Mail Address:	<u>ekropf@cherryhillsvillage.com</u>		

**5. Amount of Energy/Mineral Impact Funds requested:**  
(Tier I; Up to \$200,000 or Tier II; Greater than \$200,000 to \$2,000,000)

\$60,000

**6. Description of the Project Scope of Work:**

(Project Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, lineal ft. etc. as well as specific project location within city and or county etc.)

The City of Cherry Hills Village is a semi-rural, low-density community located in Arapahoe County. The City is currently exploring burying its overhead utility lines and has determined that there is an opportunity to install an improved broadband communications infrastructure at the same time as undergrounding for a marginal cost increase. It is the City's objective to provide residents, schools, businesses and institutions with the ability to access broadband service through a municipally-owned fiber optic infrastructure. In November 2014, the City asked voters to approve Ballot Measure 2F, reinstating the City's right to provide broadband service directly or indirectly with or without a partner. Voters approved the request by an 80% majority, demonstrating significant interest in bringing broadband to the Village. The City does not seek to become a service provider but is interested in establishing public-private partnerships with telecommunications companies in order gain access to broadband at an affordable cost. Village residents are currently only able to access service through major providers that have yet to offer improved communications at a reasonable rate. The City aims to develop a business model in which competition can be brought into the area with minimal local investment. It is the City's hope that other communities in the region will be able to replicate this model and improve communication capabilities across multiple jurisdictions. The first step in the City's plan to bring broadband to the Village is a feasibility study in which it can be determined how such a system would function.

**7. Local priority if more than one application from the same local government** (1 of 2, 2 of 2, etc.)

**1 of 1**

**B. DEMOGRAPHIC AND FINANCIAL INFORMATION.**

**1. Population**

a. What was the 2010 population of the applicant jurisdiction?

5,987

b. What is the current population?

6,286

(Current/most recent conservation trust fund/lottery distribution estimate is acceptable.) What is the source of the estimate?

Census Bureau  
(5% increase)

c. What is the population projection for the applicant in 5 years?  
What is the source of the projection?

6,600  
Census Bureau  
(5% increase)

**2. Financial Information (Current Year):**

In the column below labeled "Applicant" provide the financial information for the municipality, county, school district or special district directly benefiting from the application. In the columns below labeled "Entity", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).

**Complete items "a through j" for ALL project types:**

	Applicant	Entity	Entity
a. Assessed Valuation (AV) Year: 2015	\$292,295,294		
b. Mill Levy	13.36		
c. Property Tax Revenue (mill levy x AV)	\$3,905,065		
d. Sales Tax (Rate/Estimated Annual Revenue)	3.5% / \$1,005,047	% / \$	% / \$
e. Total General Fund Budget Revenue	\$6,735,575		
f. Total Applicant Budget Expenditures (Sum of General Fund and all Special Funds)	\$12,225,884		
g. General Fund Balance as of January 1 of this current calendar year.	\$13,660,684		
h. General Fund Balance (Unrestricted) as of January 1 of this current calendar year.	\$6,452,567		
i. Total Multi-year Debt Obligations (all funds*)	\$3,971,844		
j. Total Lease-Purchase and Certificates of Participation obligations*	\$0		

**For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), complete items "k through o":**

Identify the relevant Special Fund or Enterprise Fund:

k. Special or Enterprise Fund Budget Amount			
l. Special or Enterprise Fund Multi-Year Debt Obligations*			
m. Special or Enterprise Fund Balance as of January 1 of this calendar year			
n. Special or Enterprise Fund Balance (Unrestricted) as of January 1 of this calendar year			
o. Special or Enterprise Fund Lease-Purchase and Certificate of Participation Obligations*			
p. Special Fund Mill Levy (if applicable)			

**For Water and Sewer Project Only complete items "q through s":**

q. Tap Fee			
r. Average Monthly User Charge (Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served.) NOTE: Commercial and Residential Combined			
s. Number of total Taps Served by Applicant			

\* Include the sum of the year-end principal amounts remaining for all multi-year debt obligations, lease purchase agreements or certificate of participation notes

**C. PROJECT BUDGET. List expenditures and sources of revenue for the project. The totals on each side of the ledger must equal.**

Expenditures		Sources of Revenue (Dollar for Dollar Cash Match is Encouraged)			Funding Committed
List Budget Line Items including project contingency (Examples: architect, engineering, construction, equipment items, etc.)		List the sources of matching funds and indicate either cash or documentable in-kind contribution			Yes/No
Line Item Expenditures	Line Item Costs	Energy/Mineral Impact Fund Grant Request	Cash	In-Kind	
<b>Consultant Fees</b>	\$60,000		\$60,000		No
		*Energy/Mineral Impact Fund Loan Request (If applicable)	\$		No
<b>Consultant Fees</b>	\$15,000	Applicant Cash Match	\$15,000		Yes
<b>Project Contingency (10%)</b>	\$7,500	Applicant Cash Match	\$7,500		Yes
<b>TOTAL</b>	\$82,500		<b>TOTAL</b> \$82,500		
Please attach a more detailed budget if available		*Loans with a 5% interest rate may only be awarded for potable water and sewer projects. Leave blank if a loan is not requested.			

**D. PROJECT INFORMATION.**

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to “political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.”

**1. Demonstration of Need:**

**a. Why is the project needed at this time?**

The project is needed at this time because the City is currently exploring how to bury its overhead utility lines and contemporaneously install an improved broadband communications infrastructure. It is the City’s goal to enhance local government operations and community development efforts by improving communications capabilities within the Village. Residents have expressed an interest in bringing fiber to the City, which could result in more reliable service for residents, enhanced learning opportunities, inter-jurisdictional communication and health care delivery. Before the City can continue with such planning efforts, however, additional information is needed to determine how such a system would operate and how much it would cost to build.

**b. How does the implementation of this project address the need?**

The City is prepared to implement the project as soon as possible. Voters may be asked to approve a temporary tax increase in November 2015 to bury overhead utility lines throughout the City and install fiber. A feasibility study is necessary in order to determine how service would be provided to all residents and how much it would cost to construct the network. The City cannot continue with planning efforts until these issues have been addressed.

**c. Does this project, as identified in this application, completely address the stated need? If not, please describe additional work or phases and the estimated time frame. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases?**

The project completely addresses the stated need. There is no additional work or phases required in order to complete the work in the estimated timeframe. The City does not anticipate requesting other Energy and Mineral Impact Assistance funds for a feasibility study. The City may request funds at a later time, however, in order to move forward with the design and construction of a broadband infrastructure if voters approve the project in November 2015.

**d. What other implementation options have been considered?**

The City issued a Request for Information for Improved Broadband Communications in January 2015 and received 12 responses from telecommunications companies that expressed interest in establishing a partnership with the City. The City did not receive detailed information, however, that demonstrated how the network would function and how residents would receive service. This information is vital in order to continue planning efforts.

**e. What are the consequences if the project is not awarded funds?**

If the project is not awarded funds, the City will not be able to properly determine how a broadband system would function and how much it would cost to install and maintain. The City will be unable to provide voters with an accurate description of a fiber network and will not be able to move forward with the necessary planning. If voters approve the project, the City will have to budget additional funds in the future to request a feasibility study, which will extend the project timeline.

**2. Measurable Outcomes:**

**a. Describe measurable outcomes you expect to see when implementation of this project is complete. How will the project enhance the livability\* of your region, county, city, town or community (e.g. constructing a new water plant will eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center will provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.)?**

**\*(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment)**

The construction of a fiber network would enhance livability in the City by providing residents with access to broadband at an affordable cost. Currently residents are only able to access service through major providers that have yet to offer improved communications at a reasonable rate. The City aims to develop a model in which competition can be brought into the area with minimal local investment. The introduction of fiber would increase the value of homes, improve

government and emergency operations, enhance learning opportunities and health care delivery and advance job opportunities, resulting in economic development. Furthermore, it is the City's goal to establish a model that can be replicated by other regional communities to improve communications and service availability across multiple jurisdictions. A feasibility study is the first critical step in the City's plan to bring fiber to the Village and other parts of Colorado.

**b. How many people will benefit from the project? (i.e., region, county, city, town, community, subdivision, households or specific area or group; or any portion thereof)**

A feasibility study will help to determine how broadband service can be provided to all 6,000 residents in the City. Additionally, three schools, two private clubs, eight churches, three municipal buildings and a small commercial district with six businesses would benefit from improved communications.

**c. How will the outcome of the project be measured to determine whether the anticipated benefits to this population actually occur?**

The outcome of the project will be measured through the final product which is a feasibility study. The City is planning to present the results of the study to City Council and receive direction on how to proceed with its recommendations. It is the City's goal to determine how a fiber infrastructure would function within the City and to establish public-private partnerships with telecommunications companies to make those ideas a reality.

**d. Does this project preserve and protect a historic building, facility or structure? If yes, please describe.**  
Year of construction: N/A

This project does not preserve or protect a historic building, facility or structure.

**e. Will this project implement an energy efficiency/strategy that could result in less carbon footprint or conserve energy use or capitalize on renewable energy technology? If yes, please describe.**

This project will not implement an energy efficiency/strategy that could result in less carbon footprint or conserve energy use or capitalize on renewable energy technology.

### **3. Relationship to Community Goals**

**a. Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? What is its ranking?**

The goal of burying overhead utility lines is mentioned several times throughout the City's Master Plan. As a strategy for the goal of promoting the overall semi-rural character of the Village through design and maintenance of streetscapes, public lands and public facilities, the City was tasked with evaluating possible methods and financial resources for the burial of above-ground utility lines on public and private lands. While exploring this strategy, the City determined that there is an opportunity to install a fiber network at a marginal cost increase. While broadband is not specifically called out in the Master Plan, it might have been had the Master Plan been developed in the past few years. The Master Plan was officially adopted in 2008, prior to the advancement of broadband.

It can be assumed, however, that broadband can be characterized as an efficient use of utilities, which residents have expressed concern for. The Master Plan states that residents expressed interest regarding the efficiency of utilities and public infrastructure within the Village. As a strategy for improving efficiencies in utilities and infrastructure within the Village while balancing aesthetics, the City was asked to explore and pursue opportunities to improve wireless coverage while considering potential impacts on property owners, views and community character. Per wireless providers, the installation of fiber throughout the City can substantially increase wireless capabilities. Additionally, the burial of such a system would not impact residents, views or the City's semi-rural character.

### **4. Local Commitment and Ability to Pay/Local Effort**

**a. Why can't this project be funded locally?**

This project cannot be funded locally as the City is attempting to develop a business model in which competition can be brought into the area with minimal local investment. Additionally, funding for a feasibility study was not included in the annual budget. If voters approve the project, the City will have to budget additional funds in the future to request the study,

which will extend the project timeline.

**b.** Has this project been deferred because of lack of local funding? If so, how long?

The project has not been deferred because of a lack of local funding as it was recently developed. The project will be deferred for an unknown time if funding is not approved, however.

**c.** Explain the origin of your local cash match. (Note: Whenever possible, local government cash match on a dollar for dollar match basis is encouraged.)

The local cash match will be provided through a supplemental appropriation from City Council.

**d.** What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how your partners are contributing to achieve the improvement to the livability of the community through this project. If in-kind contributions are included in the project budget, detailed tracking will be required on project monitoring report.

The City has discussed the proposed scope of work with several utility providers, municipalities and other interested parties. In January 2015, the City issued a Request for Information for an Improved Broadband Communications and received 12 responses from companies that expressed interest in establishing a partnership with the City. If the City receives funding for a feasibility study, it will continue to work with one of the responding companies to explore the issue at depth. The City has also been approached by the Colorado Municipal League to participate in a regional meeting with other communities that have similar goals.

**i.** Please describe the level of commitment by each collaborator. (e.g. fee waivers, in-kind services, fundraising, direct monetary contribution, policy changes.)

The City has discussed a variety of policy changes with other municipalities in an effort to raise awareness regarding the lack of broadband availability and reasonable pricing. One of the main concerns identified throughout the planning process is the lack of willingness of utility providers to work with municipalities to address the concerns of residents and the lack of transparency in regards to cost estimates.

**ii.** Please list the value of the resources that each collaborator is bringing to the program.

N/A

**e.** Has the applicant dedicated the financial resources in their current budget, reserve funds and/or unused debt capacity that are being used for the local matching funds? Explain if No

The City has not dedicated the financial resources in its current budget but is prepared to request approval of a supplemental appropriation from City Council for the cash match. City Council is aware of the project and supports staff's efforts to move forward with the necessary planning.

**f.** Have the applicant's tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

The City may ask voters to approve a temporary tax increase in November 2015 to bury overhead utility lines and install a fiber network. A feasibility study is necessary in order to determine how service would be provided to all residents and how much it would cost. While the City is requesting for funding for the study, voters may be responsible for future design and construction costs.

**g.** If the tax rate, user charges or fees were modified, what was the modification and when did this change occur?

The tax rate has not been modified at this time.

**h.** Has the applicant contacted representatives from local energy or mineral companies to discuss the project? If yes, when was the contact and what was discussed.

The City has been in contact with several utility providers for the last year to address the proposed scope of work. Estimated costs, construction timelines and coordination efforts have been discussed.

i. Has the applicant requested financial support from the industry? If yes, when was the contact, what amount did you request? What were the results? If no, why not?

The City has not requested financial support from the industry. Several of the companies that responded to the City's Request for Information for Improved Broadband Communications have expressed interest in sharing the financial burden of a fiber infrastructure, however. A feasibility study is necessary in order to continue such negotiations with potential partners.

## 5. Readiness to Go

a. Assuming this project is funded as requested, how soon will the project begin? **Select One** (X) Within 3 months, ( ) 3-6 months, ( ) 6-9 months or ( ) 9-12 months? What is the time frame for completion? **Select One** ( ) Within 3 months, ( ) 3-6 months, ( ) 6-9 months, (X) 9-12 months or ( ) >12 months.

b. Describe how you determined that the project can be completed within the proposed budget as outlined in this application? Are contingencies considered within the project budget?

The City determined that the project can be completed within the proposed budget as outlined in the application based on a review of similar projects that have been developed in the past. The City will issue a Request for Proposals for a feasibility study and receive bids from consultants. The budget also includes 10% contingency in case additional items requiring funding are identified.

c. Has the necessary planning been completed? How? What additional design work or permitting must still be completed, if any? When? How did the applicant develop project cost estimates? Is the project supported by bids, professional estimates or other credible information? Please attach a copy of any supporting documents.

The necessary planning has been completed as voters approved Ballot Measure 2F in the November 2014, reinstating the City's right to provide broadband service directly or indirectly with or without a partner. Since then the City has issued a Request for Information for Improved Broadband Communications to determine if there is interest in forming a partnership with the City. There is no additional work that must be completed before the City can issue a Request for Proposals for a feasibility study. The City will solicit bids and select a consultant based on cost estimates, expertise and experience. The City Engineer established a preliminary cost based on a review of similar projects that have been developed in the past.

## 6. Energy & Mineral Relationship

a. Describe how the applicant is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources.

The City will not be impacted by the development, production or conversion of energy or mineral resources as a result of the project.

b. To further document the impact in the area, name the company or companies involved, the number of employees associated with the activities impacting the jurisdiction and other relevant, quantitative indicators of energy/mineral impact.

The project will not result in an energy/mineral impact to the area or any associated companies.

## 7. Management Capacity

a. How will you separate and track expenditures, maintain funds and reserves for the capital expenditures and improvements as described in this project?

The City will track all funds and expenditures for the project. The limited scope of the project will not result in reserves for capital expenditures and improvements.

b. Describe the funding plan in place to address the new operating and maintenance expenses generated from the project?

The project will not result in new operating or maintenance expenses.

c. Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project.

The City will seek bids from consultants with fiber expertise and experience preparing feasibility studies for municipalities. The City has already received several responses to the Request for Information for Improved Broadband Communications from companies that specialize in this area.

d. Does the project duplicate service capacity already established? Is the service inadequate? Has consolidation of services with another provider been considered?

The project does not duplicate service capacity that is already established. Consolidation with another provider has not been considered as service is not being affected as a result of the project.

**E. HIGH PERFORMANCE CERTIFICATION (HPCP) PROGRAM COMPLIANCE.**

Colorado Revised Statutes (C.R.S. 24-30-1305.5) require all new facilities, additions, and renovation projects that meet the following eligibility criteria to conform with the High Performance Certification Program (HPCP) policy adopted by the Office of the State Architect (OSA) if:

- The project receives 25% or more of state funds; **and**
- The new facility, addition, or renovation project contains 5,000 or more building gross square feet; **and**
- The building includes an HVAC system; **and**
- In the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

The HPCP requires projects that meet the eligibility criteria above to achieve third party verification with the target goal of LEED Gold or Green Globes-Three Globes. Projects are strongly encouraged to meet the Office of the State Architect's (OSA) Sustainable Priorities in addition to the LEED prerequisites. Projects funded through DOLA that meet the above eligibility criteria are required to complete the DOLA registration and tracking process. See DOLA's [HPCP web page](#) for more information or contact your [DOLA regional manager](#).

In instances where achievement of LEED Gold or Green Globe-Three Globes certification is not achievable, an applicant may request a modification of the HPCP policy or a waiver if certain conditions exist. DOLA staff will work with applicants to identify workable solutions to meet the program's intent to maximize building energy efficiencies.

**Please answer the following questions: N/A**

(Complete this section only if your project application is for a building project, both new construction as well as renovation.)

1. Is the applicant seeking state funding for 25% or more of the total project cost (including all phases, if applicable)? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If no, the project does not meet the HPCP requirement and the rest of this section does not need to be completed)
2. Does the building include an HVAC system? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please check whether the proposed project includes a \_\_\_\_\_ HVAC upgrade or \_\_\_\_\_ new HVAC system.
3. Is this project (check all that apply): \_\_\_\_\_new construction \_\_\_\_\_renovation \_\_\_\_\_new and renovation  
New building square footage: \_\_\_\_\_SF Renovation square footage: \_\_\_\_\_SF  
Is the building square footage (new construction and/or renovation) 5,000 SF or more? Yes \_\_\_\_\_ No \_\_\_\_\_
4. For building renovation projects:  
What is the current property value? (Determine based on assessed or appraised value) \$ \_\_\_\_\_  
What is the total project cost for the renovations? \$ \_\_\_\_\_  
  
Does the cost of renovation exceed 25% of the current value of the property? Yes \_\_\_\_\_ No \_\_\_\_\_
5. If you answered "yes" to questions 1, 2, 3, and if applicable, 4, then your project meets the HPCP

eligibility criteria. Complete the HPCP registration form and preliminary checklist and submit with this grant application. (See DOLA's [HPCP web page](#) for registration and checklist form.)

**ADDITIONAL QUESTIONS:**

- 6. Have you included any additional costs in this grant application for third party verification to comply with the High Performance Certification Program? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please specify the estimated cost for third participation verification/certification:\$ \_\_\_\_\_
- 7. Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_

*Note: If this application is for design services for a planned building project that meets the HPCP eligibility criteria and the applicant intends to seek state funding for 25% or more of the total project cost, then the design should maximize high performance building certification standards (by completing the HPCP checklist) and build in anticipated project costs, as appropriate.*

**F. TABOR COMPLIANCE.**

- 1. Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations? If yes, explain:

The City has voter authorization to receive and expend state grants without regard to TABOR spending limitations as it debruced in November 1999.

- 2. If the applicant jurisdiction receives a grant with State Severance funds, will the local government exceed the TABOR limit and force a citizen property tax rebate?

The City will not exceed the TABOR limit and force a citizen property tax rebate as it debruced in November 1999.

- 3. Has the applicant jurisdiction been subject to any refund under TABOR or statutory tax limitations? Explain.

The City has not been subject to any refund under TABOR or statutory tax limitations.

- 4. Has the applicant sought voter approval to keep revenues above fiscal spending limits? Explain.

The City sought voter approval to keep revenues above fiscal spending limits by debrucing in November 1999.

- 5. Are there any limitations to the voter approved revenues? (e.g., Can revenues only be spent on law enforcement or roads?)

The City does not have any limitations to the voter approved revenues.

- 6. If the applicant jurisdiction is classified as an enterprise under TABOR, will acceptance of a state grant affect this status? Explain.

The City is not classified as an enterprise under TABOR.

**G. ENVIRONMENTAL REVIEW.**

Indicate below whether any of the proposed project activities:

- 1. Will be undertaken in flood hazard areas. Yes \_\_\_\_\_ No X  
List flood plain maps/studies reviewed in reaching this conclusion. Describe alternatives considered and mitigation proposed.

- 2. Will affect historical, archeological or cultural resources, or be undertaken in geological hazard area? Yes \_\_\_\_\_ No X  
Describe alternatives considered and mitigation proposed.

3. Address any other related public health or safety concerns? Describe.

Yes

No

X

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# APPLICATION SUBMISSION INSTRUCTIONS AND OFFICIAL BOARD ACTION DATE (REQUIRED)

Application and attachments must be submitted electronically in

WORD .DOC (Preferred) or .PDF Format (Unsecured) to:

**ImpactGrants@state.co.us**

Please Cc your Regional Field Manager all documents as well to ensure receipt.

In email subject line include: **Applicant Local Government name and Tier for which you are applying**

-example- **Subject:** Springfield County EIAF Grant Request, Tier 1

NOTE: Please do not submit a scanned application (scanned attachments ok).  
(If you are unable to submit electronically please contact your DOLA regional manager)

For any questions related to the electronic submittal please call Bret Hillberry @ 303.864.7730

Attachments List (Check and submit the following documents, if applicable):

- ▶ Preliminary Engineering Reports \_\_\_\_\_
- ▶ Architectural Drawings \_\_\_\_\_
- ▶ Cost Estimates \_\_\_\_\_ X
- ▶ Detailed Budget \_\_\_\_\_ X
- ▶ Map showing location of the project \_\_\_\_\_ X
- ▶ Attorney's TABOR decision \_\_\_\_\_
- ▶ HPCP Registration, modification \_\_\_\_\_
- Or Waiver Form \_\_\_\_\_

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## Official Board Action taken on

\_\_\_\_\_  
Date

**Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.**

**ICON ENGINEERING**  
PROJECT ESTIMATING SHEET

**PROJECT NAME: Broadband Feasibility Study**  
**Client: City of Cherry Hills Village**

<b>PREPARED BY:</b> TWC	Manager	Design Staff	Field Staff	Tech Staff	Admin.	Direct Costs	Subtotal Man Hours	
<b>CHECKED BY:</b> DL	\$160	\$140	\$100	\$90	\$60	-		
<b>DATE:</b> April 15, 2015								
<b>REVISED:</b>								
Description	Hours	Hours	Hours	Hours	Hours	\$		TOTALS
<b>System Inventory</b>								
<b>1 Facilities</b>								
a Aerial and Underground telecom routes: as-built, GIS format			5	15			20	\$1,850
b Fiber Network: counts, capacity, detection, demarcation, splices			5	15		\$8,000	20	\$9,850
c Editable Network data: GIS compatible			5	10			15	\$1,400
d Fiber Network: external limitations, roads, creeks, private property	5		5	5			15	\$1,750
<b>Sub-total hours</b>	<b>5</b>	<b>0</b>	<b>20</b>	<b>45</b>	<b>0</b>		<b>70</b>	
<b>Sub-total costs</b>	<b>\$800</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$4,050</b>	<b>\$0</b>	<b>\$8,000</b>	<b>140</b>	<b>\$14,850</b>

<b>System Feasibility</b>								
<b>2 Stakeholders</b>								
a Government: cities, counties, special districts, EMS, schools	5		5		5	\$1,000	15	\$2,600
b Private: business, church, institutions, hospitals	5		5		5	\$1,000	15	\$2,600
c Other: traffic, golf, security, environmental monitoring	5		5		5	\$1,000	15	\$2,600
<b>3 Markets</b>								
a Telecommuting, internet commerce, home-based business	5	5			5	\$500	15	\$2,300
b Education benefits: web based training, broadcasting, city tv	5	5			5	\$1,500	15	\$3,300
c Intangible market benefits: signal timing, EMS response times	5	5			5	\$500	15	\$2,300
<b>4 Legal and Regulatory Analysis</b>								
a Identification of applicable regulations				5		\$7,500	5	\$7,950
b Estimated legal costs: initial and ongoing	5					\$7,500	5	\$8,300
<b>5 Funding</b>								
a Public Sources: grants, programs, regulations, bonds, tax				5		\$1,500	5	\$1,950
b Private Sources: partnering, non-profit, indirect, other		5				\$1,500	5	\$2,200
<b>Sub-total hours</b>	<b>35.0</b>	<b>20.0</b>	<b>15.0</b>	<b>10.0</b>	<b>30.0</b>			
<b>Sub-total costs</b>	<b>\$5,600</b>	<b>\$2,800</b>	<b>\$1,500</b>	<b>\$900</b>	<b>\$1,800</b>	<b>\$23,500</b>	<b>110</b>	<b>\$36,100</b>

<b>Analysis</b>								
<b>6 Best Practices Development</b>								
a Data Storage procedure: base map, maintenance, monitoring		5	5	5		\$100	15	\$1,750
b ROW Permitting procedure: upgrades, crossings, carriers, owners	5	5			5	\$100	15	\$2,050
c Piggybacking procedure: new conduit, new borings, conflict mgmt	5	5	5	5		\$100	20	\$2,550
d Route Planning: expansion, connectivity, counts, conduit sizes		5			5	\$100	10	\$1,250
<b>7 Masterplan Documentation</b>								
a Assessment of current resources	5	5	5	5		\$250	20	\$2,700
b Cost Estimates and Responsible Parties for expansion	5	5				\$100	15	\$2,050
c Resources for software, hardware, and staff	5	5			5	\$250	15	\$2,200
<b>8 Outreach</b>								
a Graphics: examples, maps, inventories, charts, data compilation	5	5		10	5	\$50	25	\$2,750
b Report: text, graphics, drawings, figures		5		10	10	\$50	25	\$2,250
c Public Meetings: assume 3		5		5	5	\$50	20	\$2,300
<b>Sub-total hours</b>	<b>35.0</b>	<b>50.0</b>	<b>15.0</b>	<b>60.0</b>	<b>20.0</b>			
<b>Sub-total costs</b>	<b>\$5,600</b>	<b>\$7,000</b>	<b>\$1,500</b>	<b>\$5,400</b>	<b>\$1,200</b>	<b>\$1,150</b>	<b>180</b>	<b>\$21,850</b>

<b>TOTAL HOURS</b>	<b>75.0</b>	<b>70.0</b>	<b>50.0</b>	<b>115.0</b>	<b>50.0</b>			
<b>TOTAL COST</b>	<b>\$12,000</b>	<b>\$9,800</b>	<b>\$5,000</b>	<b>\$10,350</b>	<b>\$3,000</b>	<b>\$32,650</b>	<b>430</b>	<b>\$72,600</b>

**Notes:**  
Subconsultant direct costs for legal, stakeholder outreach, market analysis and fiber network mapping are estimates from pre-feasibility correspondence.

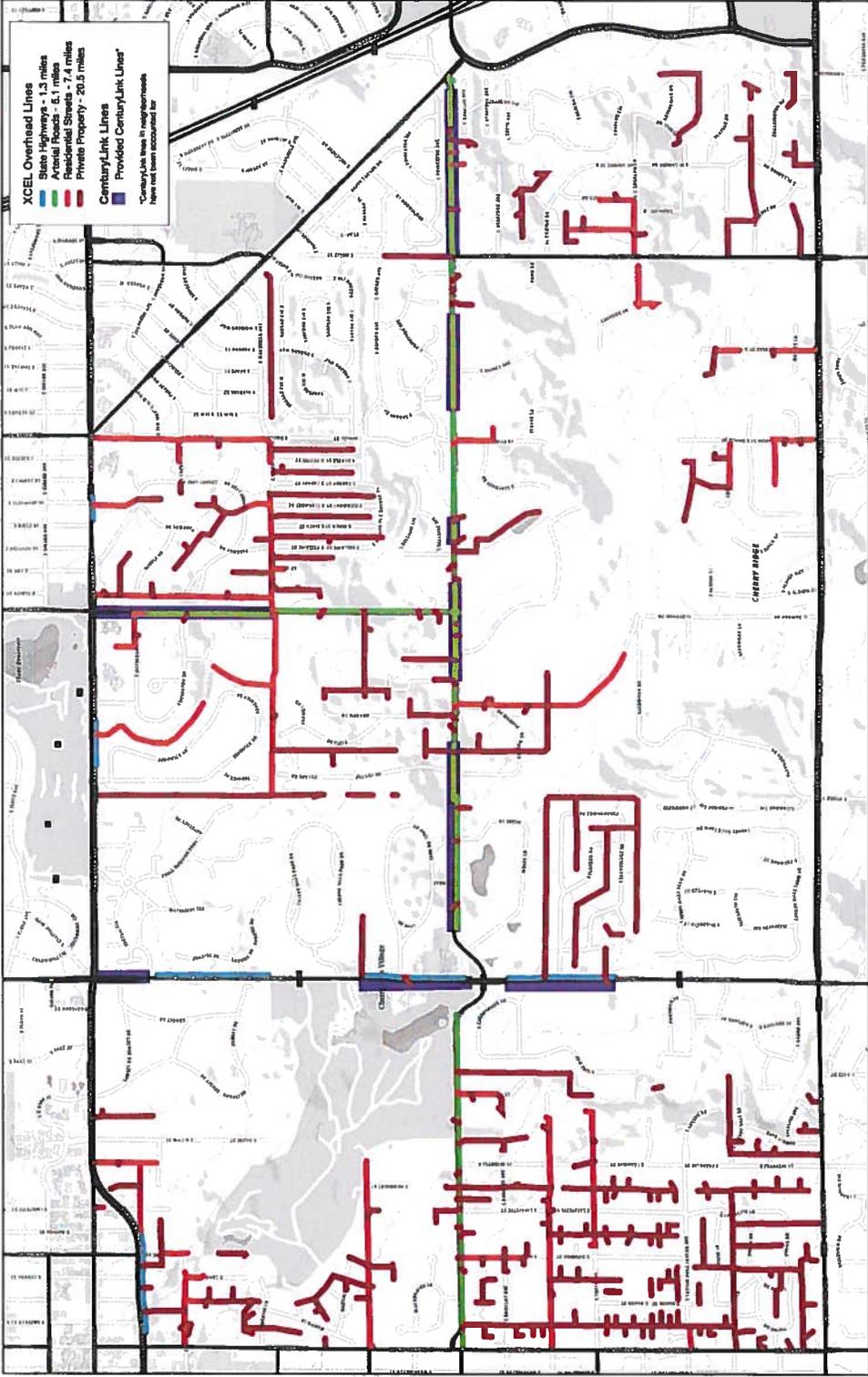
**ICON ENGINEERING**  
ESTIMATED PROJECT SCHEDULE

Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
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<b>Inventory</b>											
<b>Facilities</b>											

<b>Inspection</b>											
<b>Stakeholders</b>											
<b>Markets</b>											
<b>Legal and Regulatory Analysis</b>											
<b>Funding</b>											

<b>Analysis</b>											
<b>Best Practices Development</b>											
<b>Masterplan Documentation</b>											
<b>Outreach</b>											



**All Overhead Utility Lines in the Village**

**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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** EMILY KROPF, SPECIAL PROJECTS COORDINATOR

**SUBJECT:** RESOLUTION 14, SERIES 2015; RESCINDING OUTDATED OR INAPPLICABLE POLICIES

**DATE:** APRIL 21, 2015

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**ISSUE:**

Should the City Council approve Resolution 14, Series 2015, rescinding outdated or inapplicable policies that were previously approved (Exhibit A)?

**BACKGROUND:**

During the 2014 City Council retreat, staff was asked to compile a comprehensive list of policies that have been previously approved by City Council. Based on a review of minutes from the 1960's to present, staff has compiled a list of policies to rescind, update or adopt. Staff has reviewed the list of items to determine if each policy reflects current standards. The list of City Council policies that will remain in effect if all updated or new policies are approved is included as Exhibit B. Staff recommends that the following policies be rescinded:

1. Annexation Policy – This policy is outdated.
2. Subdivision Administration Policy – This policy has been replaced with Chapter 17 of the Municipal Code.
3. Procedure to Implement Open Space Preservation Program – This policy is to be replaced with a new policy. Staff recommends that the City Council assign development of a new policy to the Parks, Trails and Recreation Commission.
4. Traffic Diversion Plan – This plan was not attached to the City Council minutes, and staff has no record of it.

**CHERRY HILLS VILLAGE**  
**COLORADO**

5. Village Crier Reorganization – This policy is to be replaced with the updated Communication Policy.
6. Disbursal Policy for Police Pension Old Hire Idle Funds – This policy is outdated.
7. Smoking Policy for City Buildings and Vehicles – This policy was replaced with the 2006 Smoking Policy.
8. Designation of Park and Trail Committee as City’s Tree Board – This policy is outdated as the Park and Trail Committee is now the Parks, Trails and Recreation Commission.
9. Traffic Management Policy – This policy was replaced with the 2000 Traffic Management Plan.
10. Check Signing Policy – This policy is to be replaced with the Check Controls Policy.
11. Trail Naming Policy – The policy was not attached to the City Council minutes, and staff has no record of it. Staff recommends ending this program.
12. Provision of Extra-Duty Police Services Policy – This policy has been replaced with a section in the Police Department Policy and Procedures Manual.
13. Adopt-a-Street and Trail Program Policy – Staff recommends ending this program.
14. Election Issue and Public Comments at Council Meetings – This policy is to be replaced with the Candidate Forum Policy.

**RECOMMENDED MOTION:**

“I move to approve Resolution 14, Series 2015, rescinding outdated or inapplicable policies as proposed in Exhibit A of the April 21, 2015 staff memorandum.”

**ATTACHMENTS:**

Exhibit A: Resolution 14, Series 2015

Exhibit B: Council Policy Log

RESOLUTION NO. 14  
SERIES 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A  
RESOLUTION  
OF THE CITY COUNCIL  
OF THE CITY OF CHERRY HILLS VILLAGE RESCINDING OUTDATED OR  
INAPPLICABLE POLICIES**

**WHEREAS**, the City Council of the City of Cherry Hills Village ("Council") is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

**WHEREAS**, since the City's incorporation, the Council has adopted numerous policies related to the governance and operation of Cherry Hills Village; and

**WHEREAS**, under the direction of the Council, City staff has performed an audit of all policies adopted by the Council and has identified several policies that are outdated, and no longer applicable or necessary; and

**WHEREAS**, the Council desires to rescind and repeal all outdated, inapplicable policies as described herein, copies of which are attached hereto in Exhibit A.

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

**Section 1.** The City Council hereby repeals and rescinds the following outdated, inapplicable Council policies previously approved by motion or resolution of the City Council:

1. Annexation policy concerning areas of annexation, approved March 20, 1961;
2. Subdivision Administration Policy, approved June 7, 1977;
3. Resolution No. 4, Series of 1982, Setting Forth a Procedure to Implement an Open Space Preservation Program, dated February 2, 1982;
4. Traffic Diversion Plan, approved August 17, 1982;
5. Village Crier Reorganization, approved July 19, 1983;
6. Resolution No. 4, Series of 1989, Disbursal Policy for Police Pension Old Hire Idle Funds, dated September 5, 1989;
7. Resolution No. 1, Series of 1991, Establishing Smoking Policy for City Buildings and Vehicles, dated March 5, 1991
8. Resolution No. 3, Series of 1994, Designating Park and Trail Committee as City's Tree Board, dated April 11, 1994;
9. Traffic management policy, adopted March 4, 1997;
10. Check signing policy, adopted April 13, 1998;
11. Trail naming policy approved by Council on September 17, 2002;

12. Resolution No. 3, Series of 2003, Establishing a Policy for the City's Provision of Extra-Duty Police Services, adopted August 5, 2003;
13. Adopt-A-Street and Trail Program Policy, adopted November 16, 2004;  
and
14. Election Issues and Public Comment policy, approved June 3, 2008.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policies' revocation.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A  
RESCINDED POLICIES**

**1. Annexation Policy**

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RECORD OF PROCEEDINGS

100 Leaves

MINUTES OF MEETING OF BOARD OF TRUSTEES OF CHERRY HILLS VILLAGE, COLORADO HELD MARCH 20, 1961 AT 7:30 O'CLOCK PM. IN THE CHERRY HILLS SCHOOLHOUSE.

THE MEETING WAS CALLED TO ORDER BY THE MAYOR.

PRESENT WERE TRUSTEES THOMAS NELSON, JOHN NICHOLSON, GENE STEWART, JOHN HYER, EDWARD WASSON, THOMAS SMART, TOWN MARSHAL JESS BRIDDLE, POLICE MAGISTRATE FREDERICK POWELL, BUILDING INSPECTOR JEAN BRAUCHT, TOWN ATTORNEY JOHN FERGUSON, TOWN TREASURER PAUL DOUDEN, PLANNING COMMISSION CHAIRMAN LEE DAILEY AND MEMBER GEORGE NYE, PLANNING CONSULTANT S.R. DEBOER AND CLERK AND RECORDER ELIZABETH N. NOEL.

MINUTES OF MEETING OF MARCH 6, 1961 WERE READ AND APPROVED AS CORRECTED.

JUDGE POWELL REPORTED AN INCREASE IN FINES COLLECTED SINCE THE INSTALLATION OF RADAR AND MOST ALL PEOPLE RECEIVING RADAR TICKETS ARE COOPERATIVE AND DO NOT QUESTION THEIR VIOLATION.

MARSHAL BRIDDLE STATED THE MARSHALS LIKE THE RADAR VERY MUCH AND THOSE PEOPLE TICKETED BY RADAR ARE COOPERATIVE IN ACCEPTING THEIR TICKETS. SIX 30 M.P.H. SPEED SIGNS ARE NEEDED; TO BE PLACED ON SOUTH COLORADO BOULEVARD AND EAST QUINCY AVENUES, BOTH EAST AND WEST OF SOUTH UNIVERSITY BOULEVARD.

JOHN HYER HAD NO REPORT.

JOHN NICHOLSON HAD NO REPORT.

THOMAS NELSON REPORTED THE NEED TO START STANDARDIZING THE COLOR OF OUR SIGN POSTS AND REJUVENATING VARIOUS SIGNS. THE SIGN POSTS WILL BE DONE IN WHITE AND ALL POSTS TO BE EVENTUALLY SET IN CONCRETE. THE DEPUTY MARSHALS WILL BE EMPLOYED ON THEIR TIME OFF DUTY TO DO THE POST PAINTING AND REJUVENATION WORK.

EDWARD WASSON REPORTED THE SOUTH SUBURBAN PARK AND RECREATION DISTRICT WILL DO A PLANNING STUDY BEFORE UNDERTAKING ANY PROJECTS.

THOMAS SMART HAD NO REPORT.

GENE STEWART HAD NO REPORT.

LEE DAILEY, CHAIRMAN OF THE PLANNING COMMISSION STATED THE PLANNING COMMISSION WOULD REPORT ON CURRENT, IMMEDIATE AND FUTURE VILLAGE NEEDS AND AT LEAST TWO MEETINGS WOULD BE NEEDED TO COVER ALL THE MATERIAL TO BE PRESENTED. POINTS TO BE COVERED: 2ND CLASS CITY OR TOWN TYPE OF GOVERNMENT; FIRE PROTECTION; TOWN HALL LOCATION; SCHOOL DISTRICT REQUIREMENTS; MASTER PLAN; TRAFFIC AND ANNEXATIONS.

THOMAS SMART REVIEWED GOVERNMENTAL FORMS OPEN TO THE VILLAGE: 2ND CLASS CITY WITH MAYOR-COUNCIL TYPE GOVERNMENT; 2ND CLASS CITY WITH A CITY MANAGER; HOME RULE; MR. SMART RECOMMENDED THE BOARD OF TRUSTEES STUDY HOME RULE PROVISIONS AS THE FIRST POSSIBILITY IN CHANGING OUR FORM OF GOVERNMENT & NEXT WE STAY A TOWN UNTIL THE NEXT OFFICIAL CENSUS - 3RD CHOICE 2ND CLASS CITY WITH MAYOR-COUNCIL TYPE OF GOVERNMENT AND THE 4TH CHOICE 2ND CLASS CITY WITH CITY MANAGER TYPE. MR. DEBOER RECOMMENDED MODERNIZING GOVERNMENT NOW TO HOME RULE.

MR. DEBOER PRESENTED THE MASTER MAPS AND RECOMMENDATIONS ON ANNEXATIONS. THESE ANNEXATIONS RECOMMENDATIONS INCLUDE EVERYTHING IN ARAPAHOE COUNTY FROM THE PRESENT CORPORATE LIMITS TO THE VALLEY HIGHWAY ON THE EAST AND SQUARING THE BOUNDARY TO EAST BELLEVIEW ON THE SOUTH AND TO INCLUDE THE CAMPBELL AND BRAUN PROPERTIES ON THE

RECORD OF PROCEEDINGS

100 Leaves

FORM 10 C F HOECKEL B & L CO

NORTH AS SOON AS POSSIBLE. GEORGE NYE STATED THE PLANNING COMMISSION RECOMMENDATION; NO MORE ONE-HALF ACRE SITES OUTSIDE OF MANSFIELD HEIGHTS AND GO ONLY TO SOUTH MONACO ON THE EAST-NOT AS FAR AS THE VALLEY HIGHWAY.

FROM THESE RECOMMENDATIONS THE BOARD OF TRUSTEES APPROVED THE FOLLOWING ANNEXATION POLICY: BETWEEN EAST HAMPDEN AVENUE AND EAST QUINCY AVENUE - EAST BOUNDARY TO BE SOUTH DAHLIA STREET; BETWEEN THE SOUTH SIDE OF EAST QUINCY AVENUE AND EAST BELLEVIEW AVENUE - EAST BOUNDARY TO BE SOUTH MONACO STREET; HOWEVER THE AREA BETWEEN MONACO AND THE VALLEY HIGHWAY WILL BE ANNEXED AS TWO AND ONE-HALF ACRE ZONING IF THE OWNERS ARE AGREEABLE TO ANNEXATION UPON SUCH TWO AND ONE-HALF ACRES; ALL UNINCORPORATED AREAS BETWEEN SOUTH CLARKSON STREET ON THE WEST, EAST BELLEVIEW AVENUE ON THE SOUTH AND THE EAST LINE AS DEFINED ABOVE, THE BOARD OF TRUSTEES WILL ENDEAVOR TO ANNEX TO CHERRY HILLS VILLAGE.

BECAUSE OF THE LATENESS OF THE HOUR, THE BOARD OF TRUSTEES WILL MEET APRIL 3, 1961 WITH THE PLANNING COMMISSION AT WHICH TIME THE TOWN HALL LOCATION WILL BE DISCUSSED AND MR. RUSSELL POLTON WILL BE PRESENT TO PRESENT THE CHERRY CREEK SCHOOL DISTRICT No. 5's NEEDS FOR SCHOOL LAND.

THE MEETING WAS ADJOURNED AT 11:00 O'CLOCK P.M.

RESPECTFULLY SUBMITTED,

Elizabeth M. Neal  
CLERK AND RECORDER

## 2. Subdivision Administration Policy

apprehending a criminal.

Chief Wood also reported about 5 percent of Officer duty time is spent on traffic control. The number of traffic tickets being written is down. Speeding violations are way down due to equipment being repaired.

Donald Young reported Mr. Hakanson wants the school path between Albion and Colorado Boulevard cut back to a 4 foot width.

Upon motion by Antone Bowler, seconded by Judson Manning, it was unanimously resolved City Manager Coward and Don Young reconcile the differences on the school walk path to the satisfaction of the property owner.

Upon motion by Charles Schloss, seconded by Peter Roosevelt, it was unanimously resolved the City Manager and City Clerk-treasurer be directed to attend the Colorado Municipal League Conference in Colorado Springs, Colorado, June 29, 30 and July 1.

Discussion was held on dog control. There are three approaches to control. A strict leash law, a control law and a running-at-large law. Which type of control to be used must be established before an ordinance for enforcement can be written. Mayor Jenkins suggested we work with Greenwood Village on enforcement.

The City Attorney had no report.

The 1977 Street Improvement Program was discussed. An additional \$10,000 must be appropriated from Revenue Sharing Fund to implement the Street Program. A Public Hearing will be set for the appropriation for these needed monies. An agreement has been made with Shawnee Construction Company for the paving of South Franklin and East Quincy with the City sharing in the cost of the paving.

Upon motion by Judson Manning, seconded by Charles Schloss, it was unanimously resolved the Agreement with Shawnee Construction Company for the paving of a portion of South Franklin Street and East Quincy Avenue from Vista Road to Colorado Boulevard be approved and be it further resolved a Public Hearing be set to appropriate additional funds from the Revenue Sharing Fund for Street Improvements.

Personnel forms and policy were discussed. Personnel files are to be maintained in the City Clerk's office. The application forms comply with the Federal Regulations on Equal Employment Opportunity Act as reported by Mr. Coward. No action was taken on the approval of the application form as the Council wished to check several items contained in the form. No action was taken on the redrafting of the Personnel Policy.

Partial Implementation of Community Development Program was discussed as per the Memo of June 1, 1977 from City Manager Coward.

Upon motion by Charles Schloss, seconded by Judson Manning, it was unanimously resolved that a Planning Technician position be approved as set forth in the Memorandum of June 1, 1977 at the rate of 20 hours per week and a salary of \$450.00 per month.

Mayor Jenkins asked approval of a Policy for Administration of Subdivision Ordinance as set forth in Memorandum of May 27, 1977.

Upon motion by Peter Roosevelt, seconded by Charles Schloss, the Policy for Administration of Subdivision Ordinance was unanimously approved. This policy will be forwarded to the Planning Commission.

Peter Roosevelt had no report.

Judson Manning reported the Board of Adjustment and Appeals has approved one variance and disapproved two variances in the past month.

### **3. Procedure to Implement Open Space Preservation Program**

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COUNCIL RESOLUTION NO. 4  
SERIES OF 1982

INTRODUCED BY THEODORE B. WASHBURNE  
SECONDED BY JOHN F. WELBORN

A RESOLUTION SETTING FORTH A  
PROCEDURE TO IMPLEMENT AN  
OPEN SPACE PRESERVATION PROGRAM  
IN CHERRY HILLS VILLAGE

WHEREAS, the City Council believes that the open land located throughout the Village provides a major part of the rural character of the Village; and

WHEREAS, the City Council desires to retain this open space and preserve it in its natural state; and

WHEREAS, a task force headed by Councilman Theodore Washburne has prepared a set of recommendations for City Council consideration that, when implemented, would begin the process of preserving this open, natural land; and

WHEREAS, the City Council desires to implement this open space preservation program.

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

Section 1. Open Space Definition, Goals and Mapping. The staff is hereby directed to prepare a proposed definition of the term open space and the goals of the open space preservation program along with a City map with appropriate overlays indicating the following elements of the open space program:

1) designated flood plains, 2) Village Trail System, 3) existing open space areas, 5) prime development parcels and 6) City owned property.

Section 2. Preservation Implementation Program. The following land preservation methods shall be investigated individually as set forth below and acted upon separately by the City Council.

a) Develop a policy for the Land Dedication Regulations which calls for the City to accept cash when the property being developed has no relationship to the open space lands set forth on the Map in Section 1 and to accept land when the property being developed does have such a relationship. (City Manager)

b) Revision of the Subdivision Regulations to provide that cash in lieu of land dedication be based on the developed value of the land rather than the value of the raw land. (City Attorney)

c) Develop a policy that would provide for the use of monies in the Land Dedication Fund. This policy should set forth the primary use of these monies for the completion of the Bicycle Trail System and a secondary

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use for the purchase of land or development rights on land adjacent to desired open space areas. (City Manager)

d) Establish a nature conservancy agency that could hold land or development rights perpetually for open space and provide donors with appropriate tax advantages. (City Attorney)

e) Develop a program whereby the Land Dedication requirements of the Subdivision Regulations can be reduced in exchange for a developer voluntarily lowering the housing density on a given parcel of land.

f) Refine the policy relating to flood plain lands and their acceptance under the terms of the Land Dedication requirements. Generally, flood plain land should not be acceptable for Land Dedication requirements. (City Attorney)

g) Revise the Flood Plain Regulations to not permit amendments that channelize or narrow the existing flood plains. (City Attorney)

Section 3. Moratorium on Subdivision Plats. No plats creating new lots in the Village shall be approved on final action until each of the items listed in Sections 1 and 2 above have been accepted or acted upon by the City Council. It is anticipated that all items can be completed within ninety (90) days from the date of this Resolution.

Read, Passed and Adopted by the City Council of the City of Cherry Hills Village, Colorado, as Council Resolution No. 4, Series of 1982, and signed and approved by its Mayor and Presiding Officer this 2nd day of February, 1982 by a vote of 5 Yes and 0 No.

*Beth H. Jenkins*  
Beth H. Jenkins  
Mayor

ATTEST:

*Elizabeth N. Noel*  
Elizabeth N. Noel  
City Clerk

**4. Traffic Diversion Plan**

entitled "AN ORDINANCE TO CONTRACT AN INDEBTEDNESS ON BEHALF OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, AND UPON THE CREDIT THEREOF BY ISSUING GENERAL OBLIGATION BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF \$450,000, FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING AN EXPANSION TO THE VILLAGE CENTER; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE BONDS AND THE INTEREST THEREON; AND DECLARING AN EMERGENCY. The following vote was recorded:

Ann Polumbus	yes
Roy Watts	yes
Donald Egan	yes
Theodore Washburne	yes
Merle Chambers	yes

COUNCIL BILL 10 - 82 AN ORDINANCE AMENDING THE 100 YEAR FLOOD PLAIN BOUNDARIES, AS AMENDED, AND AMENDING THE CITY ZONING MAP WITH RESPECT TO THE FLOOD PLAIN BOUNDARIES IN THE FAIRLEA FARMS SUBDIVISION

Mr. Robert Amter, owner and developer stated that they have completed the grading in the 100 year Flood Plain. They still have some grading and replacing of the top soil on the building sites and they can't put in the underground utilities until the plat is filed.

Mr. Coward stated that normally the City does not approve the ordinance amending the Flood Plain until all of the overlot grading is complete. In this case however, the applicant is putting in underground utilities. The Denver Water Board will not grant them permission to put in those utilities until the plat is filed. The City normally will not file the plat until the underground utilities are installed. Thus a dilemma exists. He therefore recommends that since the Flood Plain is in fact complete that the Ordinance be adopted.

Upon motion by Roy Watts, seconded by Ann Polumbus, Council Bill 10, Series of 1982 entitled "AN ORDINANCE AMENDING THE 100 YEAR FLOOD PLAIN BOUNDARIES, AS AMENDED, AND AMENDING THE CITY ZONING MAP WITH RESPECT TO THE FLOOD PLAIN BOUNDARIES IN THE FAIRLEA FARMS SUBDIVISION was approved on first reading by a 5-0 vote. The following vote was recorded:

Merle Chambers	yes
Ann Polumbus	yes
Roy Watts	yes
Donald Egan	yes
Theodore Washburne	yes

COUNCIL RESOLUTION 12-82 RESOLUTION SETTING A DATE FOR AN ASSESSMENT HEARING FOR SPECIAL IMPROVEMENT DISTRICT NO. 2

Upon motion made by Ann Polumbus, seconded by Donald Egan, Council Resolution No. 2, Series of 1982 entitled "PUBLIC NOTICE OF THE COMPLETION OF THE ASSESSMENT ROLL FOR SPECIAL IMPROVEMENT DISTRICT NO. 2, IN THE CITY OF CHERRY HILLS VILLAGE, COLORADO, AND OF A HEARING ON THE ASSESSMENT ROLL" Council approved the adoption of Resolution No. 12, Series of 1982. The motion passes by a 5-0 vote.

OPEN SPACE PROGRAM

Discussion on this topic was deferred until September 7, 1982.

TRAFFIC DIVERSION PLAN

Discussion was held regarding the recommendations of the Traffic Diversion Study Committee.

Mr. Washburne asked if traffic counts could be taken on Quincy and Colorado before and after the stop signs were erected and that the first count be taken after school

starts. Mr. Coward advised that they could.

Mr. Watts asked that the policy statement be amended to include the first paragraph of the report. Mr. Egan concurred with this request.

Ms. Chambers asked if Chief Wood had changed his position on the use of special enforcement of traffic laws. Mr. Coward responded by saying that in general he had, although he still had concerns about manpower availability and the exclusive use of a police officer for traffic enforcement. Special enforcement should be directed at a variety of problems including speeding, burglary, drunk drivers etc.

Mrs. Polumbus pointed out that a severe traffic congestion problem could occur at the Quincy and Colorado Blvd. intersection related to traffic leaving and entering Kent-Denver Country Day School. She questioned the removal of the Colorado turn lane at Quincy for this reason. Mayor St. Clair and Councilman Egan explained that greater delays would be experienced but that is was the trade off for the desired result of less regional traffic using Village streets.

Viola Lahana of the Planning and Zoning Commission asked if the Chief of Police was the traffic engineer for the City and whether he was involved with this plan.

Mayor St. Clair said that he was not directly involved in the preparation of the plan.

Mr. Coward stated that the Chief of Police has been involved in general traffic planning and that he is designated as the traffic engineer by virtue of the model traffic code. He has been involved in the input to the Council through the City Manager's office.

Mrs. Lahana stated that at the last Council meeting Mr. Egan had said that we should partake of the experience and knowledge of the police and fire chief.

Mr. Coward stated that Mr. Wood had seen a copy of the traffic plan that was generated two weeks ago and had input on that plan. This is a derivation of that. Mr. Coward stated that the police chief is not in favor of closing streets but is in favor of the kinds of things that we are suggesting here.

Theodore Washburne made a motion, seconded by Roy Watts that the proposed Cherry Hills Village Policy, as amended, be adopted and the City Manager directed to implement the recommended street and traffic adjustments as described therein. The vote to approve this motion was unanimous by a 5-0 vote.

#### PROPOSED RESORT HOTEL

Mayor St. Clair stated that Council had been advised by the City Attorney to defer discussion on this matter until September 7, 1982 per an earlier agreement of all interested parties.

#### 1982 MINOR CONCRETE PROJECTS

Mr. Coward stated that only two bids had been received and that he is recommending the low bid of Ken Williams Concrete in an amount not to exceed \$2,037.00. Upon motion by Donald Egan, seconded by Roy Watts, Council voted unanimously that the 1982 Minor Concrete Projects be awarded to Ken Williams Concrete in an amount not to exceed \$2,037 payable from the Public Improvement Fund. The vote to approve th motion was unanimous by a 5-0 vote.

#### CHERRY HILLS VILLAGE FINANCIAL SYSTEM

This review was prepared by Heider and Company in July, 1982. Mayor St. Clair asked about the recommendations on the type of computer and the specific manufacturers.

## 5. Village Crier Reorganization

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Mayor St. Clair asked Mrs. Polumbus and Ms. Chambers to work as the Open House Committee.

#### VILLAGE CRIER ORGANIZATION

Joan Duncan, Crier Editor, reviewed with Council a Memo of July 15 regarding the reorganization of the Village Crier. The reorganization would involve:

1. Incorporating the Village Crier as a non-profit organization.
2. Establishing a 3 member Board of Directors.
3. Hiring a parttime paid Editor.
4. Establishing a set of By-laws.
5. The City would agree to contribute \$3600 per year to the Crier with the idea of offsetting the Editor's salary.

Ms. Chambers suggested the terms of the Board of Directors be staggered and a term of longer than 1 year. She also stated the By-laws need to be in a tighter form and Policy should be reviewed by the City Council.

Upon motion by Ann Polumbus, seconded by Merle Chambers, Council unanimously resolved the Village Crier be reorganized and a Board of Directors consisting of Mayor St. Clair, Mrs. Joan Duncan and Mrs. Debbie Julander be appointed for a one year term; the By-laws to be reviewed; and \$3600 per year be contributed by the City to the Village Crier; and be it further resolved that \$1800 be transferred from the General Fund Contingency Fund to Administration Account No. 411.63 for disbursement as a contribution to the Village Crier at the rate of \$300 per month for the year 1983.

Mr. Washburne thanked Mrs. Duncan for her contribution to the City with a fine, dedicated and professional job and that the City is very much in her debt.

#### CITY MANAGER'S REPORT

Mr. Coward handed out a copy of a letter to Council from Jerry Dunn, President of the Charlou at Cherry Hills Homeowners Association which requests a change in the wall along Quincy Avenue in front of Chaumont in Cherry Hills Subdivision. The plan has been reviewed by Mayor St. Clair, Councilwoman Polumbus, Mr. Coward and Grant Goodson. The plan for the fence was graphically presented and the new plan shows a combination of 49 percent brick and 51 percent wrought iron interspersed along the bicycle path. This plan allows sufficient light to break up the ice in the winter.

A request is being made by the Charlou Homeowners Association to change the original Subdivision Agreement for Chaumont in Cherry Hills which requires brick posts and 20 feet of wrought iron in between.

Upon motion by George Anderman, seconded by Roy Watts, Council unanimously resolved the plan for fencing along Quincy Avenue in Chaumont in Cherry Hills Subdivision as presented to Council be approved and that the Chaumont in Cherry Hills Subdivision Agreement be amended to reflect the change in the plan.

Jerry Dunn stated the Charlou Homeowners Association has taken on the responsibility of the building the wall, relieving Mr. Barton of that responsibility. Mr. Barton has contributed \$35,000 towards the cost of the wall.

#### SPECIAL COUNSEL FOR RIEVER-BOARD OF ADJUSTMENT LAWSUIT

Mr. Coward stated Special Counsel must be appointed to handle the lawsuit brought against the Board of Adjustment by Alan Riever. The law firm of Davis, Graham and Stubbs represent Mr. Riever and this presents a conflict of interest with Mr. Morris as City Attorney. Research has been done on attorneys who can represent the City and Mr. Coward recommended that Mr. Douglas McKinnon be retained as Special Counsel to defend this case.

Upon motion by Donald Egan, seconded by George Anderman, Council unanimously resolved Douglas G. McKinnon be and is hereby retained as Special Counsel to

## 6. Disbursal Policy for Police Pension Old Hire Idle Funds

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RESOLUTION NO. 4

INTRODUCED BY Viola Lahana

SERIES OF 1989

SECONDED BY Bruce Smith

A RESOLUTION  
OF THE CITY COUNCIL  
SETTING FORTH A DISBURSAL POLICY FOR  
POLICE PENSION OLD HIRE IDLE FUNDS AND  
DECLARING OTHER POLICE RELATED ACTIVITIES.

WHEREAS, the City of Cherry Hills Village received a refund of \$444,606 from the Colorado Fire and Police Pension Association in response to the City's action to declare its Old Hire Policemen's Pension Fund "idle" through the adoption of Resolution No. 2, Series of 1989; and

WHEREAS, the City Council has commissioned and reviewed a legal opinion prepared by Wade, Ash, Woods, Hill & Guthery, P.C., interpreting the Colorado State Statutes as they relate to the disbursement of these funds; and

WHEREAS, the City Manager and City Council have received ideas and comments from all current commissioned police officers of the City of Cherry Hills Village; and

WHEREAS, the City Council desires to act in compliance with the aforementioned legal opinion and make known its intentions concerning the disbursement of said Old Hire Idle funds and direct that certain actions be undertaken.

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

Section 1. In accordance with Colorado State law and C.R.S. Section 31-30-313(2), the City Manager is directed to establish an escrow account in the General Fund in an amount equal to three (3) times the annual City contribution for Police Pension and to draw from that account to make City police pension contributions for the next three (3) years.

Section 2. The City Council recognizes the "present value" study recently accomplished by Pension Management Associates which utilizes a 60% of base salary retirement rate and declares that a contribution to Police Officers in accordance with the results of this study is Police related. The City Manager is therefore directed to update the figures in this study to September 30, 1989, determine the best means of actually disbursing said funds, and to make said disbursements on September 30, 1989.

Section 3. The City Council recognizes the "contribution/interest" study recently accomplished by Pension Management Associates and declares that a

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contribution to Police Officers in accordance with the results of this study is Police related. The City Manager is therefore directed to update the figures in this study to September 30, 1989, determine the best means of actually disbursing said funds and to make said disbursements on September 30, 1989.

Read, passed and approved by the City Council of the City of Cherry Hills Village, Colorado, and signed by its Mayor and Presiding Officer this 5th day of September, 1989, by a vote of 4 Yes and 0 No.

Joan R. Duncan  
Joan R. Duncan  
Mayor

ATTEST:

Elizabeth N. Noel  
Elizabeth N. Noel  
City Clerk

## **7. Smoking Policy for City Buildings and Vehicles**

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RESOLUTION NO. 1INTRODUCED BY Merle Chambers

SERIES OF 1991

SECONDED BY Viola Lahana

A  
RESOLUTION  
OF THE CITY COUNCIL  
ESTABLISHING A SMOKING POLICY  
FOR CITY BUILDINGS AND VEHICLES

WHEREAS, the Surgeon General of the United States has concluded that there is medical evidence to support the protection of the non-smoker against the irritation and potential harm that comes from other peoples' smoke; and

WHEREAS, it is the opinion of the City Council that in order to preserve the public peace, health, safety and welfare of the citizens and employees of the City of Cherry Hills Village, that a smoking policy should be adopted; and

WHEREAS, it is the desire of the City Council to update and revise the smoking policy originally adopted in Resolution No. 2, Series of 1990.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, THAT the following smoking policy for City buildings and vehicles be hereby established and adopted to be effective immediately.

- A. Smoking shall be prohibited in all City buildings and facilities, except for specifically designated smoking lounges.
- B. Smoking shall not be permitted in City vehicles and trucks, except for two specifically designated 'non-smoking' police patrol vehicles.

Read, Passed and Adopted as Council Resolution No. 1, Series of 1991, by the City Council of the City of Cherry Hills Village, Colorado, and signed by its Mayor and Presiding Officer this 5th day of March, 1991, by a vote of 5 Yes and 0 No.

Joan R. Duncan  
Joan R. Duncan  
Mayor

ATTEST:

Elizabeth N. Noel  
Elizabeth N. Noel  
City Clerk

MNB302

## 8. Designation of Park and Trail Committee as City's Tree Board

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RESOLUTION NO. 3INTRODUCED BY Viola Lahana

SERIES OF 1994

SECONDED BY Jeff Welborn

A  
RESOLUTION  
OF THE CITY COUNCIL  
OF THE CITY OF CHERRY HILLS VILLAGE  
DESIGNATING THE PARK AND TRAIL COMMITTEE  
AS THE CITY'S TREE BOARD AND SPECIFYING  
DUTIES AND RESPONSIBILITIES.

WHEREAS, the City of Cherry Hills Village, Colorado, desires to be designated as a 'Tree City, USA'; and

WHEREAS, to satisfy the requirements of such designation, a Tree Board must be designated and other requirements fulfilled; and

WHEREAS, the City Council desires to designate the Cherry Hills Park and Trail Committee as the Tree Board to be advisory to the City Council and to have the powers of coordination and persuasion as assigned by the City Council.

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

Section 1. Designation. The Cherry Hills Park and Trail Committee is hereby designated as the City's Tree Board.

Section 2. Duties and Responsibilities. It shall be the responsibility of the Park and Trail Committee to study, investigate, develop and/or update annually, a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan shall include, but not be limited to, an annual work plan and long-range plan, and the establishment of policies for public tree care, preferred tree species, plant spacing, pruning requirements, height requirements and removal of hazards. The Park and Trail Committee, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter of question. The Public Works Superintendent and the Community Development Coordinator should serve as staff to the Park and Trail Committee on this matter and advise them on matters concerning trees.

READ, PASSED AND APPROVED as Resolution No. 3, Series of 1994, by the City Council of the City of Cherry Hills Village, Colorado, and signed by its Mayor and Presiding Officer, this 11th day of April, 1994, by a vote of 6 Yes and 0 No.

  
Joan R. Duncan  
Mayor

ATTEST:

  
Danette M. Truttio  
City Clerk

MNB302

## 9. Traffic Management Policy

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Minutes of the Regular Meeting of the City Council  
of the City of Cherry Hills Village, Colorado  
held on Tuesday, March 4, 1997 at 6 00 p m  
at the Village Center

The meeting was called to order by Mayor Duncan at 6 00 p m

Councilmembers Deborah Julander, Viola Lahana, Tim Roble, and Jeff Welborn were present on silent roll call City Manager Charles Coward, City Attorney Robert Morris, Police Chief Les Langford, Director of Finances Cheryl Bohn, Community Development Coordinator Yvonne Seaman, Public Works Superintendent Robert Jaramillo, and City Clerk Jaki Cossey were also in attendance

The minutes of February 18, 1997, were approved as presented by general consent

FINANCIAL MATTERS

Dean Johnson, of Johnson, Holscher & Company, PC, presented the 1996 Audited Financial Statements to the Council and informed them that all accounts are in good standing

A motion was made by Councilmember Lahana, seconded by Councilmember Julander that the 1996 Audit report be accepted The motion was unanimously approved

Councilmember Secor arrived at 6 25 p m and will be counted in motions hereafter

TRAFFIC STUDY PROPOSAL FROM TDA, INC

David Leahy, from TDA Inc , presented Council with the a policy paper concerning the City's traffic management philosophy Mr Coward supported Mr Leahy's presentation by stating that the metropolitan area has expanded, increasing traffic flows both through and around the Village The Council approved Mr Leahy's suggested traffic management policy by consensus

PUBLIC HEARINGS

REQUEST FOR CHERRY HILLS PARK I PRELIMINARY PLAT

Mayor Duncan opened the public hearing at 6 25 p m

Ms Seaman made an opening presentation stating that notice of the public hearing had been published as well as posted and legal notice had been mailed to property owners within 500 feet of Cherry Hills Park I Ms Seaman advised that the developers are requesting to create 26 lots on the 76 acre parcel, which is located on University Blvd The Planning Commission has reviewed the application and recommends approval

Mr Buz Koelbel, of Koelbel & Company, made a presentation to Council producing illustrations of the proposed development, Cherry Hills Park I

Mr Mark Linn, of BRW Consultants, addressed Council on unresolved drainage issues which consist of undersized storm-sewer pipes and increased surface runoff quantities

## 10. Checking Signing Policy

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**RECORD OF PROCEEDINGS**

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Minutes of the Organizational Meeting of the  
City Council of the City of Cherry Hills Village, Colorado  
held on Tuesday, April 13, 1998 at 6 15 p m.  
at the Village Center

Judge Turre administered the oath of office to Jeff Welborn as Mayor, John Love as Councilmember District #2, Ned Giles as Councilmember District #4, and Jan Steiert as Councilmember District #6.

The meeting was called to order by Mayor Welborn at 6:19 p m

Councilmembers Viola Lahana, Ned Giles, Tim Roble, John Love, and Jan Steiert were present on silent roll call. City Manager Cheryl Bohn, City Attorney Robert Morris, Police Chief Les Langford, Captain John Arthur, Public Works Director Kevin Louis, Director of Finance and Administration Claudia Thomas, Community Development Technician Tim Gelston, and City Clerk Pat Fremon were also present. Councilmember Deborah Julander was absent.

ELECTION OF MAYOR PRO TEM

Councilmember Giles motioned, seconded by Councilmember Love, that Viola Lahana be re-appointed as Mayor Pro Tem This motion was unanimously approved.

APPOINTMENT OF CITY OFFICIALS

Councilmember Roble motioned, seconded by Councilmember Giles, that the following City officials for the City of Cherry Hills Village be appointed. The motion was unanimously approved.

City Clerk	Pat Fremon
City Treasurer	Claudia Thomas
City Attorney	Robert Morris until June 1, 1998 or another City Attorney is appointed by the City Council

CITY COUNCIL LIAISON ASSIGNMENTS

Mayor Welborn discussed the City Council Liaison program with the Council. After some discussion, the following are the new Council liaison assignments

Police Department	Viola Lahana
Castlewood Fire Department	Viola Lahana
Public Works	Tim Roble
Community Development	John Love
Finance Department	Ned Giles
Gift Fund Program	Viola Lahana
Parks and Trails	Deborah Julander
South Suburban Park & Recreation District	Deborah Julander
Tree City	Deborah Julander
Utility Program	Jan Steiert
DRCOG	Tim Roble
CML Policy Committee	Tim Roble
Arapahoe County Mayors and Managers	Jeff Welborn

## RECORD OF PROCEEDINGS

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Councilmember Sterert motioned, seconded by Councilmember Lahana, that the City Council liaison assignments as stated be approved. The motion was unanimously approved.

Mayor Welborn suggested that the members of the Planning and Zoning Commission and the Board of Adjustment and Appeals be asked to each choose a member to serve as a liaison to the City Council, instead of a Councilmember serving as a liaison to the boards.

Councilmember Roble motioned, seconded by Councilmember Sterert, that a member from the Planning and Zoning Commission and Board of Adjustment and Appeals be asked to serve as a liaison to the City Council. The motion was unanimously approved.

Ms. Bohn also presented to Council an administrative policy concerning the check signing policy of the City. The policy states that the primary check signers shall be the Mayor, the Mayor Pro Tem, and the City Manager, and that two individuals sign all checks issued on City accounts.

Councilmember Roble motioned, seconded by Councilmember Giles, that the check signing policy be approved as presented. The motion was approved by a vote of 5 yes and 1 no.

### AUDIENCE PARTICIPATION PERIOD

Mayor Welborn asked if there was anyone present wishing to address Council on any issue that is not on the agenda.

Ms. Deborah Kenley, Castlewood Fire Department, addressed the Council on the upcoming Castlewood Fire Protection District Board of Directors election, on May 5, 1998. Ms. Kenley said that the District hopes to keep the Village updated on pertinent issues in the future.

Mr. Tom Hendricks, Vice President of the Castlewood Professional Firefighters, asked the Council to inform residents of their right to vote in the upcoming election.

### REPORTS FROM THE MAYOR

#### Applications for Seats on the Planning Commission and Board of Adjustment

Ms. Bohn presented Council with a copy of applications received for the Planning and Zoning Commission, and the Board of Adjustment and Appeals. The terms for these boards expire the third Tuesday in May, and Council should determine a time and date to interview candidates for the vacancies.

The Council discussed the informal policy regarding two term limits for appointments to the Board and Commission. The consensus of the Council was that term limits allow all interested residents the opportunity to serve the City in this capacity.

Mayor Welborn said that in conforming to that policy Mr. Richard Slivka would not be considered for reappointment to the Planning and Zoning Commission, but would be eligible for appointment to the Board of Adjustment and Appeals. Mayor Welborn said that David Decker was interested in being re-appointed to the Planning and Zoning Commission, and asked if the new Councilmembers would like to interview him. Councilmembers Sterert and Love felt that they did not need to interview Mr. Decker for re-appointment.

After some discussion, Council asked staff to schedule interviews for appointments to the Planning and Zoning Commission and the Board of Adjustment on Tuesday, April 21, 1998, between 5.00 p.m. and 6.00 p.m.

## 11. Trail Naming Policy

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**REPORTS****Mayor's Report**

Mayor Scott reported that he has attended the "Commons" Bridge opening ceremony and two softball games sponsored by the Events Committee. Mayor Scott stated that the meeting that he and Councilmembers Lahana and Tisdale had with the homeowners last Thursday went well.

**Members of City Council**

Councilmember Tisdale stated that he regretted that he was unable to attend the bridge opening.

**Members of South Suburban Subcommittee**

There was none.

**Members of City Boards and Commissions****Parks and Trails Committee – Proposed Trail Naming Policy**

Community Development Coordinator Tim Gelston presented the Proposed Trail Naming Policy that was submitted by the Parks and Trails Committee.

Discussion was held concerning the Trail Naming policy. Councilmember Love suggested that the Parks and Trail Committee make a recommendation to Council naming an existing trail. Council was in agreement. Councilmember Love will relay the request to the Parks and Trail Committee at their meeting tomorrow.

**City Manager & Staff****Financial Reports**

The Financial Reports were included in Council packets. There were no questions from members of the City Council.

**Departmental Monthly Reports**

Departmental Monthly Reports were included in Council packets. There were no questions from members of the City Council.

**Request for Donation Approval**

Police Chief John Arthur stated that Wayne and Lafawn Biddle, 31 Sedgewick Drive would like to donate to the City a large screen TV. Chief Arthur requested Council's direction on the donation.

Councilmember Tisdale moved, seconded by Councilmember Boutin to accept the gift from Wayne and Lafawn Biddle with gracious thanks for a wonderful family who have been very supportive and very gracious to the City of Cherry Hills Village and to many institutions in the City of Cherry Hills Village during their long and distinguished tenure in Devonshire.

The motion passed unanimously.

## 12. Provision of Extra-Duty Police Services Policy

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE  
ESTABLISHING A POLICY FOR THE CITY'S PROVISION  
OF EXTRA-DUTY POLICE SERVICES**

WHEREAS, from time to time organizations, institutions, and residents of the City request special services from the Police Department (commonly known as "Extra-Duty Services"); and

WHEREAS, Extra-Duty Services requested are law enforcement services that the Police Department is not required by law to provide directly to the requesting party; and

WHEREAS, the City is prepared and willing to permit sworn officers of the City's Police Department to provide certain and limited Extra-Duty Services in accordance with this Policy.

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

The City Council establishes the following policy regarding requests for extra-duty police services:

**POLICY CONCERNING REQUESTS FOR EXTRA-DUTY SERVICES  
WITHIN THE CITY OF CHERRY HILLS VILLAGE**

THE CITY OF CHERRY HILLS VILLAGE, COLORADO, may at its sole and absolute discretion consider requests from institutions (schools, churches, and businesses) and City residents for the provision of Extra-Duty Services at locations within the City limits or at locations immediately outside of the City limits where such Extra-Duty Services are determined by the City to provide a direct benefit to City residents and/or the general public. Such Extra-Duty Services are to be provided only in accordance with this Policy.

"Extra-duty services" shall mean the attendance of one or more uniformed, on-duty police officers of the City of Cherry Hills Village for lawful purposes including, but not limited to, traffic control, parking management, crosswalk safety, and/or law enforcement.

Extra-duty services will be provided only in accordance with the following requirements:

- A. The Chief of Police shall evaluate the following factors or considerations when exercising his or her discretion to approve or reject a request for Extra-Duty Services:
1. The availability of qualified personnel and necessary equipment;
  2. The public purpose(s) to be served by the service;
  3. The benefit to the public safety and welfare of the residents of the City of Cherry Hills Village resulting from the services;
  4. The ability to perform the services in complete conformance with the Police Department's Policies and Procedures;
  5. Conflicts or appearances of impropriety resulting from the Department's participation in the event or function associated with the services; and
  6. Any other matters deemed relevant to the Chief of Police.
- B. The party requesting Extra-Duty Services shall enter into a written agreement with the City in a form approved by the City. Any proposed modification of the form of agreement shall be subject to the approval of both the City Manager and Chief of Police. The City retains the discretion regarding any modification of the form of agreement and may reject requests for modification for any or no reason. The Chief of Police is authorized to execute the approved form of agreement for Extra-Duty Services on behalf of the City of Cherry Hills Village provided that such agreement conforms to this Policy.



- C. The party requesting Extra-Duty Services shall pay to the City of Cherry Hills Village, in advance, the estimated cost of such services based on the rates set forth below. Rates represent consideration of the actual administrative cost for personnel (salaries, benefits, equipment, and administrative fees) and the degree of difficulty, skill, and service required for the particular assigned duty.

Traffic/Parking Management	\$65.00 /hour /officer with a minimum of 1 hour for each day of service.
Crosswalk Safety (may include as a <i>secondary</i> or incidental purpose the direction or management of vehicular traffic at or near the crosswalk)	\$50.00 /hour /officer with a minimum of 1 hour for each day of service.
Security/Law Enforcement (may include as a <i>secondary</i> or incidental purpose the direction or management of vehicular traffic at the commencement and/or conclusion of the associated function or event)	\$40.00 /hour /officer with a minimum of 3 hours for each day of service.

- D. Extra-Duty Services shall remain, at all times, subject to termination where the Police Department determines that emergency circumstances necessitate the City's reassignment of the officer assigned to Extra-Duty Services to other police duties.
- E. Officers assigned to Special Police Service shall be subject to the supervision and direction by, and the regulations and policies of, the Police Department for the City of Cherry Hills Village.

DONE AND RESOLVED this 5<sup>th</sup> day of August, 2003.

Viola Lahana  
Viola Lahana, Mayor Pro-tem

ATTEST:  
Jennifer Pettinger  
Jennifer Pettinger, City Clerk

APPROVED AS TO FORM:  
Robert C. Widner  
Robert C. Widner, City Attorney

### **13. Adopt-a-Street and Trail Program Policy**

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**ITEMS REMOVED FROM CONSENT AGENDA**

Item 4 d was removed from the Consent Agenda.

- Adopt-a-Street Program

**Adopt-a-Street Program**

Mayor Scott suggested adding trails to the Adopt-a-street Program. Council was in agreement.

Councilmember Tisdale moved, seconded by Councilmember Love, to approve the Adopt-a-Street Program as submitted with the addition of trails.

The motion passed unanimously.

**REPORTS****Mayor's Report**

Mayor Scott asked Public Works Director Kevin Louis for an update on the Denver Water project along Quincy Avenue and the CDOT street improvement on Hampden Avenue. Mr. Louis stated that both projects are still to be completed.

Mayor Scott asked City Clerk Jennifer Pettinger to place Denver Water's rebate surcharge information on Channel 22 and the website.

**Members of City Council**

Councilmember Boutin stated that he had received a few phone calls and e-mails regarding berms. Discussion was held concerning berms.

Council was in agreement that Councilmember Wozniak would draft an article for the Crier that explains the revised berm ordinance. Council also suggested that once the Senior Planner position has been filled, Council would request that Staff review the ordinance along with the suggestions made at the last public hearing and report back to Council.

Councilmember Pomeroy requested a study session on building structure in relation the size per lot. Council was in agreement, but suggested the study session be held in February or March, due to staff changes.

Councilmember Wozniak suggested Council meet with the Greenwood Village City Council after the Council retreat.

City Manager Cheryl Kuechenmeister stated she would attempt to organize a Council retreat after the first of the year.

Discussion was held concerning the retreat and meeting with Greenwood Village City Council.

Councilmember Tisdale suggested an informal social gathering for both Councils. Mr. Tisdale offered to host the event. Council was in agreement to schedule the event after February.

Councilmember Tisdale reported on the meeting that he and Ms. Kuechenmeister had with the new Executive Director for DRCOG.

## CITY OF CHERRY HILLS VILLAGE ADOPT-A-STREET & TRAIL PROGRAM POLICY

1. The City of Cherry Hills Village has the sole responsibility in determining whether an application is accepted or rejected and whether a section of street or trail will or will not be available for adoption.
2. If an application is approved, the signed application will act as the written agreement with the City of Cherry Hills Village. The participating group members shall abide by all the rules and safety requirements herein of the program.
3. All participating group members will attend a safety meeting in which all members will view the Spruce Up Colorado Volunteer Safety Video prior to any planned pick-ups. It is the responsibility of the group coordinator to arrange for such a meeting. Potential dangers involved while participating in this program on City streets and trails can include, but are not limited to: high speed traffic, potentially noxious plants, broken glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes and skunks.
4. Participating groups agree to restrict program activities to the area of right-of-way off the traveled portion of the roadway.
5. While performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise in any way with the exception of wearing a team jersey.
6. The City of Cherry Hills Village prohibits the possession, consumption, or being under the influence of alcohol or drugs while performing work or litter pick-up on City rights-of-way.
7. The group shall provide one adult supervisor for every eight participants between 13-17 years of age and one adult supervisor to every four participants between 6-12 years of age. No one under the age of six will be allowed to participate in the program. The City of Cherry Hills Village reserves the right to request name and legal address of all participating members of the group.
8. Each group member will be required to sign an Indemnification and Release Agreement form provided by the City. For persons under the age of 18, the group leader will be required to have the parents or guardian if each participant signs the Indemnification and Release Agreement form.
9. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather.
10. The adopting group agrees to pick up litter from both sides of the street or trail for a one-mile section at a minimum of four times per year. However, each segment has its own special needs and may require additional pick up times. Periods of adoption will be for one year.

11. Group coordinator will contact the City of Cherry Hills Village Public Works Department two weeks prior to planned pick-up event at 303-783-2731. Group coordinator will receive trash bags and safety vests to be used. Group coordinator is responsible for the return of all vests one week after pick-up event. All lost vest will cost the group \$5.00 each.
12. Adopting groups are encouraged to sort litter, taking recyclable materials to recycling centers. The group may keep any money collected from their recycling efforts.
13. The City of Cherry Hills Village will:
  - Determine the specific section of right-of-way to be adopted.
  - Provide group members with trash bags and orange safety vests.
  - The City will haul the trash bags away after the group places the full bags at the edge of the street. Bags must be tied shut so that trash is not allowed to blow out prior to pick up.
  - No signs will be places in the City's right of way. The City will place the name of the group that has adopted a street in the Village Crier, on the City's web site and on channel 22. Additionally, all groups will have their names posted at the Village Center on a wall outside the City Council chamber.
14. Groups allowed to adopt City streets or trails for litter control will be limited to school groups with institutions located within the City's limits.

## 14. Election Issue and Public Comments at Council Meetings

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Minutes of the  
City Council of the City of Cherry Hills Village, Colorado  
Held on Tuesday, June 3, 2008 at 6 30 p m  
At the Village Center

Mayor Mike Wozniak called the meeting to order at 6 34 p m

**ROLL CALL**

Councilors Harriet LaMair, Marcia Frew, Mark Griffin, Mike Wozniak, Scott Roswell, and Russell Stewart were present on silent roll call. Also present were City Manager Eric Ensey, City Attorney Ken Fellman, Finance Director Karen Proctor, Police Lieutenant Jody Sansing, Public Works Director Jay Goldie, Planning Manager Rob Zuccaro, Interim Parks, Trails & Recreation Administrator Ryan Berninzoni, Crew Chief Ralph Mason, and City Clerk Melissa Formby

Absent Councilor Klasina VanderWerf

**AUDIENCE PARTICIPATION PERIOD**

**Buck Frederickson – 80 Meade Lane**

Mr. Frederickson presented Council with an analysis of the City's exclusion from the South Suburban Park and Recreation District. He urged City Council to sit down and negotiate a settlement with the District. He added that the exclusion issue should be brought back to the voters because what is present now bears no resemblance to what the voters approved in 2002. He said that although this Council is not responsible for the problem at hand, they need to take responsibility for fixing the problem now.

**Kevin Iverson – 1170 East Tufts**

Mr. Iverson recommended the Council consider amending the language in Resolution 11, Series 2008 to include consideration of budgetary impacts of any suggested action items to come from the proposed Residential Development Standards Committee.

**CONSENT AGENDA**

Councilor LaMair moved, seconded by Councilor Roswell, to approve the following items on the Consent Agenda:

- City Council Policy on Election Issues and Public Comment at City Council Meetings
- Supplement to Connector's Agreement with the City of Englewood – Armstrong sanitary sewer tap
- South Platte Working Group Statement of Purpose
- South Platte Legacy Project – Partners Agreement

The following votes were recorded:

Scott Roswell	yes
Harriet LaMair	yes
Mark Griffin	yes
Marcia Frew	yes
Russell Stewart	yes

Vote on the Consent Agenda: 5 ayes 0 nays The motion carried

# CITY OF CHERRY HILLS VILLAGE

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Cherry Hills Village, CO 80113  
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Village Center  
Telephone 303-789-2541  
FAX 303-761-9386

## **City Council Policy Statement on Election Issues and Public Comment at City Council Meetings (Adopted June 3, 2008)**

The City Council of the City of Cherry Hills Village, Colorado adopts this policy to clarify for the public the scope of comments that may be made at City Council meetings regarding candidates for public office and ballot issues that have been placed before the electorate. The City Council provide a place on its regular agendas for public comment, at which time individuals may address the Council about issues of concern that are not otherwise on the regularly scheduled Council meeting agenda. City Council limits the time for these comments to five minutes per speaker, in order to reasonably manage the flow of scheduled items on the City Council's agenda. With response to election issues, the Council recognizes that state law (particularly, the Fair Campaign Practices Act, C.R.S. 1-45-101, *et seq.*) prohibits the use of government resources to promote candidates for public office or positions regarding issues that have been placed before the electorate. Without some limitation on electioneering during the public comment at City Council meetings, there exists the possibility that this portion of the City Council agenda could be used by candidates, and supporters or opponents of candidates or ballot issues for electioneering purposes that would be contrary to the restrictions of C.R.S. 1-45-117(1)(a)(I). At the same time, City Council recognizes that the public comment portion of a Council meeting may be used to introduce citizens to candidates and ballot issues, and can provide an opportunity to inform citizens where they might learn more about candidates and issues, without allowing City facilities and in particular, City Council meetings, to be used as a forum to promote or oppose a particular candidate or issue. This policy is intended to strike a balance, and permit dissemination of political information to the public, consistent with state law.

Candidates for public office, representatives of candidates for public office, and/or proponents or opponents of issues that have been placed before the electorate may speak during public comment for the purpose of introducing themselves, their candidates or their issue to the public, and providing information such as addresses, telephone numbers and websites, where citizens can obtain more specific information. No speaker during the public comment portion of a City Council meeting may advocate for or against any candidate or ballot issue. In addition, City Council meeting shall not be used by any person to engage in any other kind of election advocacy, including but not necessarily limited to, displaying signs or clothing with messages that advocate for a particular candidate or position.

Nothing contained in this policy shall restrict or prohibit the City Council from expressing its official position on an issue before the electorate, responding to questions regarding issues, or otherwise acting in any manner specifically authorized by C.R.S. 1-45-117, as amended.

Document		Policy Log			
Author		City of Cherry Hills Village			
Revision History					
<i>*All policies are to be reviewed by staff on annual basis</i>					
Policy #	Review Date	Policy Title	Department	Revision	Notes
1	3/3/2015	Customer Service Standards for Cable Television Permits	Community Development	1994 GMTC standards to be replaced by 2013 CCUA standards	Policy to be reviewed by City Council
2	3/3/2015	Utility Undergrounding Policy	Public Works	New policy drafted & reviewed by ULUSC	Policy to be reviewed by City Council
3	3/3/2015	Right-of-Way Snow Removal Policy	Public Works	N/A	
4	3/3/2015	Cost-Sharing Program for Drainage Improvements	Public Works	N/A	
5	3/18/2015	Check Controls Policy	Admin/Finance	New policy	Policy to be reviewed by City Council
6	3/3/2015	Council Member Attendance at Commission Meetings	Community Development	New policy	Policy to be reviewed by City Council
7	3/3/2015	Traffic Calming Policy	Public Works	N/A	
8	3/3/2015	Communication Policy	Admin/Finance	Social media sites added & more concise language	Policy to be reviewed by City Council
9	3/3/2015	Mission Statement and Goals	Admin/Finance	Pending	Statement/goals to be reviewed by Council at retreat
10	3/3/2015	Bench Donations and Dedications Policy	Public Works	N/A	
11	3/24/2015	Investment Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
12	3/3/2015	Red Flag Policy and Identity Theft Prevention Policy	Admin/Finance	N/A	
13	3/3/2015	Fund Balance/Finance Reserve Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
14	3/3/2015	Street Paving Policy	Public Works	N/A	
15	3/3/2015	Elected Official Email Policy	Admin/Finance	N/A	
16	3/3/2015	Recreation Reimbursement Program	Public Works	N/A	
17	3/3/2015	Donation Policy	Admin/Finance	N/A	
18	3/3/2015	Social Media and Networking Sites Policy for City Sites	Admin/Finance	N/A	
19	3/3/2015	Weed Management Policy	Public Works	N/A	
20	3/3/2015	Art Display Policy	Admin/Finance	N/A	
21	3/3/2015	Board, Commission and Committee Recruitment, Approval and Removal Policy	Admin/Finance	N/A	
22	3/3/2015	City Council Rules of Procedure	Admin/Finance	Regular meeting in December moved to Weds	Policy to be reviewed by City Council

**\*All policies are to be reviewed by staff on annual basis**

				Categories/ responsibilities of assignments added	
23	3/3/2015	City Council Liaison Program	Admin/Finance		Policy to be reviewed by City Council
24	3/3/2015	Master Plan	Community Development	Pending	Currently being reviewed by P&Z
25	3/3/2015	Purchasing Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
26	3/3/2015	Open Space Implementation Policy	Public Works	Pending	To be assigned to PTRC by City Council
27	3/3/2015	Street Right-of-Way Policies for Water Lines	Public Works	N/A	Required per Denver Water
28	3/4/2015	Water and Sewer Consolidation Procedures	Public Works	Policy to be updated	
29	3/3/2015	Coyote Management Plan	Police	N/A	
30	3/3/2015	Emergency Operations Plan	Admin/Finance	N/A	
31	3/3/2015	Snow and Ice Control Operations Plan	Public Works	N/A	
32	3/19/2015	Candidate Forum Policy	Admin/Finance	New policy	Policy to be reviewed by City Council
33	4/15/2015	Traffic Management Plan	Public Works	N/A	

**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: 9b

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** EMILY KROPF, SPECIAL PROJECTS COORDINATOR

**SUBJECT:** RESOLUTION 15, SERIES 2015; AMENDING AND REAFFIRMING COUNCIL POLICIES CONCERNING INVESTMENTS, COUNCIL RULES OF PROCEDURE, COUNCIL LIAISON PROGRAM, AND COMMUNICATIONS

**DATE:** APRIL 21, 2015

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**ISSUE:**

Should the City Council approve Resolution 15, Series 2015, amending and reaffirming City Council policies concerning investments, rules of procedure, liaison program and communications (Exhibit A)?

**BACKGROUND:**

During the 2014 City Council retreat, staff was asked to compile a comprehensive list of policies that have been previously approved by City Council. Based on a review of minutes from the 1960's to present, staff has compiled a list of policies to rescind, update or adopt.

Some of the existing policies require minor modifications to accurately reflect the City's current standards. The list of City Council policies that will remain in effect if all updated or new policies are approved is included as Exhibit B. Staff recommends that the following policies be updated:

1. Investment Policy – Section VI.A. Investment Type was revised to reflect the Government Finance Officers Association sample policy and best practices. Bankers' acceptances, time deposits and fully collateralized repurchase agreements were also added.
2. City Council Rules of Procedure – The regular meeting in December was moved to the second Wednesday.

**CHERRY HILLS VILLAGE**  
**COLORADO**

3. City Council Liaison Program – Categories and responsibilities for the liaison assignments were added.
4. Communication Policy – Social media sites were added and more concise language was incorporated.

**RECOMMENDED MOTION:**

“I move to approve Resolution 15, Series 2015, amending and reaffirming City Council policies concerning investments, rules of procedure, liaison program and communications as proposed in Exhibit A of the April 21, 2015 staff memorandum.”

**ATTACHMENTS:**

Exhibit A: Resolution 15, Series 2015

Exhibit B: Council Policy Log

RESOLUTION NO. 15  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, AMENDING AND REAFFIRMING COUNCIL POLICIES CONCERNING INVESTMENTS, COUNCIL RULES OF PROCEDURE, COUNCIL LIAISON PROGRAM, AND COMMUNICATIONS**

WHEREAS, the City Council of the City of Cherry Hills Village ("Council") is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, since the City's incorporation, the Council has adopted numerous policies related to the governance and operation of Cherry Hills Village; and

WHEREAS, under the direction of the Council, City staff has performed an audit of all policies adopted by the Council and has identified several policies that are still relevant but that require minor modifications; and

WHEREAS, the Council desires to amend and readopt the Council policies as described in Section 1 below, and as attached hereto as Exhibits A through D.

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

**Section 1.** The City Council hereby amends and reaffirms the following policies, as more fully set forth in Exhibits A – D, attached hereto and incorporated herein.

1. City Investment Policy, Exhibit A;
2. City Council Rules of Procedure, Exhibit B;
3. City Council Liaison Program, Exhibit C;
4. City Communication Policy, Exhibit D.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policies in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the regular meeting of City Council this 21<sup>st</sup> day of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A  
CITY INVESTMENT POLICY**

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**INVESTMENT POLICY**

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The following Investment Policy for the City of Cherry Hills Village, Colorado addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds.

**I. Scope**

The Investment Policy governs the investment activities of the City with regard to investing the financial assets of all funds, with the exception of the retirement funds and deferred compensation funds.

**II. Objectives**

The overall objectives of the City's investment program, in order of priority are safety, liquidity, and yield.

**A. Safety**

Protection of principal is the primary objective of the City investment activities and is the single most important factor in determining any investment decisions of the investment officer. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. For purposes of this policy, the two most significant risks to the City are:

1. **Credit Risk-** Credit risk shall be limited by restricting the credit ratings on securities that may be purchased and through diversification of investments to reduce exposure to any one security type, issuer or account.
2. **Interest Rate Risk-** Interest rate risk shall be limited by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and by investing operating funds primarily with durations of no longer than five years, money market mutual funds, or similar investment pools.

**B. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands of the City. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

**C. Yield/Return**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared

to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap that would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

### **III. Standards of Care**

#### **A. Prudence**

The standard of prudence to be used by the investment official shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

#### **B. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Cherry Hills Village.

#### **C. Delegation of Authority**

In accordance with Article VI Section 6.3 of the City of Cherry Hills Village Charter, the responsibility for conducting investment transactions resides with the City Treasurer/Director of Finance (investment officer). No person may engage in an investment transaction except as provided under the terms of this policy.

### **IV. Authorized Financial Institutions, Depositories, and Broker/Dealers**

#### **A. Authorized Financial Institutions, Depositories, and Broker/Dealers**

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as applicable or required by the investment officer:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines.
- Proof of Financial Industry Regulatory Authority (FINRA) certification.
- Proof of state registration.
- Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties).

- Certification of having read and understood the City of Cherry Hills Village investment policy and agreeing to comply with it.
- Evidence of adequate insurance coverage.

An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the investment officer.

**B. Registered Investment Advisor**

The City of Cherry Hills Village may elect to engage the services of a Registered Investment Advisor (RIA) to manage the City's portfolio. The RIA will manage the portfolio in conformance with State and Federal guidelines. Qualified RIA's must demonstrate the following:

- Domiciled in Colorado
- Primary focus should be local governments in Colorado
- At least five years of experience
- SEC registered
- Errors & Omissions insurance in the amount of at least \$5 million dollars and provide a copy for the City's files
- A third party custodian that meets the minimum capital requirements of \$10,000,000 in assets
- A copy of their audited financial statements

**V. Safekeeping and Custody**

**A. Delivery vs. Payment**

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

**B. Safekeeping**

Securities will be held by an independent third-party custodian selected by the entity as evidenced by safekeeping receipts in the City of Cherry Hills Village's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls-Service Organization Control Reports prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16.

**C. Internal Controls**

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Cherry Hills Village are protected from loss, theft or misuse. Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures or alternatively, compliance should be assured through the City of Cherry Hills Village annual independent audit.

**VI. Suitable and Authorized Investments**

**A. Investment Types**

The following investments will be permitted by this policy and are those defined by state and local law where applicable:

1. U.S. Treasury obligations: Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips which carry the full faith and credit guarantee of the United States government, are considered to be the most secure instruments available and have a final maturity not exceeding five years from the date of the trade settlement.

2. Federal Agency Securities: Debentures and mortgage-backed securities with a stated final maturity not exceeding five years from the date of trade settlement and issued by the Government National Mortgage Association (GNMA).
3. Bankers' acceptances.
4. Federally insured time deposits (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that the amount per institution is limited to the maximum coverage under federal insurance.
5. Time deposits (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with state law.
6. Negotiable certificates of deposit (NCDs)
7. Commercial paper rated at least A-1, P-1, or the equivalent by at least two NRSROs (Nationally recognized statistical rating organization) and by each NRSRO that rates the commercial paper.
8. Investment-grade obligations of state, and local governments and public authorities. No security may be purchased pursuant to this paragraph unless, at the time of purchase, the security is rated in one of the three highest rating categories by a nationally recognized organization that regularly rates such obligations.
9. Fully collateralized Repurchase agreements collateralized in compliance with this Policy, governed by a SIFMA Master Repurchase Agreement and with a maximum maturity. Capital project funds may be invested in a single flex repurchase agreement with a maximum stated maturity that shall be matched to the expenditure plan.
10. Money market mutual funds regulated by the Securities and Exchange Commission whose portfolios consist only of dollar-denominated securities and have a rating of AAAm or Aaa or the equivalent by each NRSRO that rates the fund.
11. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation. They must be "no-load", have constant net asset value of \$1.00, limit assets of the fund to securities authorized by statute and have a rating of AAAm or Aaa or the equivalent by each NRSRO that rates the fund.

Investment in derivatives of the above instruments shall require authorization by the City Council.

#### **B. Collateralization**

To qualify as a depository, financial institutions must be listed as eligible depositories by the State Commissioner of Financial Services or the State Division of Banking.

Acceptable collateral for bank deposits and repurchase agreements shall include only:

- Obligations of the U.S. Government, its agencies and GSEs, including mortgage backed securities.
- Obligations of any state, city, county or authority rated at least AA by two nationally recognized statistical rating organizations.

### **VII. Investment Parameters**

#### **A. Diversification**

The investments shall be diversified by:

1. Limiting investments for any one type of security to 5% of the total portfolio to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities).
2. Limiting investment in securities that have higher credit risks.
3. Investing in securities with varying maturities.

4. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

**B. Maximum Maturities**

To the extent possible, the City of Cherry Hills Village shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Cherry Hills Village will not directly invest in securities maturing more than five (5) years from the date of purchase. The City of Cherry Hills Village shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the City Council prior to investing.

**C. Comparison to Market**

In order to ensure fair institution execution, the investment officer shall compare to market, using Bloomberg, each purchase of investment instruments purchased on the secondary market.

If the City's funds are being managed by an outside investment organization, the Portfolio Manager will document secondary purchases and sales and provide a trade recap for the date of purchase or sale.

**VIII. Reporting**

**A. Methods**

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last quarter and provide it to the City Council. The report will include the following:

1. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate.
2. Average maturity of the portfolio and modified duration of the portfolio
3. Maturity distribution of the portfolio
4. Average portfolio credit quality
5. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the Benchmark Index returns for the same periods.
6. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
7. Distribution by type of investment.

**B. Performance Standards**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The City's cash management portfolio shall be designed to attain a market rate of return through budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities and cash flow requirements. The performance of the portfolio shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the City's portfolio, all

fees involved with managing the portfolio shall be included in the computation of the portfolio's rate of return net of fees.

**C. Marking to Market**

The market value of the portfolio shall be calculated monthly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

**IX. Approval of Investment Policy**

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed by staff on an annual basis and any modifications made must be approved by the City Council.

**EXHIBIT B**  
**CITY COUNCIL RULES OF PROCEDURE**

**CHERRY HILLS VILLAGE**  
**CITY COUNCIL**

**RULES OF PROCEDURE**

Adopted August 7, 2012

Amended March 3, 2015

<b>ARTICLE 1.</b>	<p><u>Authority.</u></p> <p><i>Section 1.</i> These Rules of Procedure are adopted by the City of Cherry Hills Village City Council pursuant to the authority vested in Section 3.7 of the City of Cherry Hills Village Home Rule Charter and Section 2-2-10 of the City of Cherry Hills Village Municipal Code.</p>
<b>ARTICLE 2.</b>	<p><u>Roles and Responsibilities.</u></p> <p><i>Section 1.</i> Refer to Article III of the Charter.</p>
<b>ARTICLE 3</b>	<p><u>Meetings.</u></p> <p><i>Section 1.</i> The City Council consists of the Mayor and six Council members. Four members of the Council constitute a quorum (see Section 3.7 of the Charter). The Mayor is not counted for the purposes of establishing a quorum.</p> <p><i>Section 2.</i> An organizational meeting shall be held at the first Council meeting in the month of January following each regular City election (see Section 3.7 of the Charter). At this meeting elected City Council members and the Mayor-elect shall assume the duties of office; the newly-elected Mayor and Council members shall take their oath of office; and the Mayor Pro Tem shall be elected by the Council.</p> <p><i>Section 3. Regular Meetings.</i></p> <p>(A) Regular meetings of the City Council shall be scheduled for the first and third Tuesday of each month except for December. In December one meeting shall be held on the second Wednesday of the month. Regular meetings may be rescheduled or cancelled at the discretion of the Mayor, provided that the Council shall meet at least once each month as required by Charter Section 3.7. All meetings will be held at the Village Center at 2450 East Quincy Avenue, or at such other venue as Council shall select and provide notice thereof in accordance with applicable law. All meetings will begin at 6:30 p.m. unless otherwise noted on the agenda.</p> <p>(B) The order of business at regular meetings shall be as follows unless adjusted by the Mayor.</p> <ol style="list-style-type: none"><li>1. Call to Order</li><li>2. Roll Call of Members</li><li>3. Pledge of Allegiance</li></ol>

4. Audience Participation
5. Consent Agenda
6. Items Removed From Consent Agenda
7. Unfinished Business
8. New Business
9. Reports
  - a. Mayor
  - b. Members of City Council
  - c. Members of City Boards and Commissions
  - d. City Manager and Staff
  - e. City Attorney
10. Adjournment

(C) The Mayor may adjust the order of business and allow scheduled presentations, at a time and in a manner most convenient for the public, staff, and Council.

*Section 4.* Special meetings of the Council shall be called by the City Clerk on the oral request of the Mayor, or of any two members of the Council, on at least 24 hours notice to each member of the Council, but a special meeting may be held on shorter notice if all members of the Council are present or those absent waive notice thereof (Section 3.8 of the Charter).

*Section 5.* The purpose of a study session shall be to hear, study, and discuss matters in a forum that allows for more attention to the matter than a regular meeting. Study sessions shall be open to the public but audience participation will not necessarily be taken. No business shall be transacted and no formal action shall be taken at a study session. However, the Council may by consensus provide City staff with direction concerning agenda related items. When possible, study sessions shall be held from 6:00 to 6:30 p.m. directly before a regular meeting of the Council.

*Section 6. Executive Sessions*

(A) Executive sessions may only be held at a regular or special meeting and shall comply with the provisions of C.R.S. 24-6-402.

(B) A motion to move into executive session from a regular or special meeting shall set forth the matter to be discussed including specific citation to the provision of C.R.S. 24-6-402 authorizing the executive session. The motion shall be approved by a 2/3 majority of the Council members present on roll call.

(C) The Council shall make no final policy decision, nor shall it adopt or approve any resolution, rule, ordinance, regulation or formal action at any session closed to the general public.

(D) Discussions that occur during executive session shall be recorded by making an audio recording that shall be retained for ninety days after the date of the executive session. The audio recording shall be kept for the required 90 days by the City Attorney unless the City Attorney was the topic of the executive session.

(E) All persons present shall preserve the confidentiality of the matters discussed in executive session.

*Section 7. Agendas and Council Packet.*

(A) The agenda shall be maintained by the City Clerk and may be modified by the City Manager or Mayor. The City Manager will submit a proposed agenda to the Mayor for review prior to the Council packet being distributed. Any Council member may submit to the City Clerk items for the agenda, which shall be included on the agenda for the next scheduled meeting if provided to the City Clerk at least 24 hours prior to distribution of the Council packets. Draft agendas shall be made available to the City Council at the previous meeting. Agendas shall be posted at the location designated by Council for notices of meetings at least 24 hours prior to any regular or special meeting. The agenda shall be made available to the public through the city website or by request at the Village Center.

(B) The Council packet shall generally be provided to Council members no later than the Friday preceding any regularly scheduled meeting. Supporting information not available the Friday before the meeting may be provided to Council at the meeting. The Council packet shall be made available to the public through the city website or by request at the Village Center. A public copy of the Council packet will be provided at the Council meeting.

*Section 8.* The Mayor, Mayor Pro Tem, or other designated Council member in their absence, shall serve as the presiding officer in the conduct of meetings. In the event of absence or disability of both the Mayor and the Mayor Pro Tem, the Council shall designate another of its members to serve as Acting Mayor during such absence or disability. Any Mayor Pro Tem or Acting Mayor, while serving as such, shall retain all powers granted to Council members by the Charter and Municipal Code (Sections 3.3, 5.1 and 5.5 of the Charter).

*Section 9.* At all times, the discussions and motions of the Council and remarks of members of the public shall be directed to the Mayor, and shall be preceded by recognition from the Mayor.

*Section 10. General Discussion.*

(A) Each member of Council shall be afforded an opportunity to speak on the matter under discussion before moving on to another topic of discussion. The Mayor may set a time limit on any such discussion of members of Council.

(B) Council members shall not be permitted to explain their vote during a roll call. Such explanation is permitted during the discussion of the question or motion.

*Section 11. Audience Participation.*

(A) Any person may speak to the Council on any matter during the Audience Participation period at the beginning of each regular and special Council meeting. The City Clerk shall post an audience participation sign-up form before each regular meeting. Immediately prior to the audience participation portion of the meeting, the City Clerk shall hand the sign-up form to the Mayor. The Mayor shall call those signed

up to speak before Council in the order they have signed up.

(B) Audience participation shall be limited to 5 minutes per speaker.

(C) The Mayor may restrict cumulative or redundant presentations.

(D) Those attending Council meetings shall refrain from disruptive, vulgar or abusive language, applause, heckling or other actions that interfere with the orderly function of the Council. The Mayor may take any reasonable steps to maintain the order and dignity of Council meetings.

*Section 12. Public Hearings*

Public hearings will be held as required by the Charter and the Municipal Code. The Mayor will open each hearing and allow any person in attendance to address the issue subject to the rules contained in Section 11 concerning audience participation. The purpose of any Public Hearing shall be the presentation by any persons of their views and recommendations on the issue that is the subject of the hearing. The Mayor and Council members shall not debate or challenge the position of any speaker, but may question a speaker in order to fully understand their position. The Mayor and Council shall reserve their comments on public testimony until the issue is before the Council for discussion.

*Section 13. Method of Voting*

(A) On motions that do not require a roll call of votes, the Mayor shall ask that all those in favor of the motion signify by saying yes. Those members in favor shall give said sign. The Mayor shall then ask that all those opposed signify by saying no. Those members opposed shall give said sign. The Mayor shall signify if the motion passes or fails. The City Clerk shall record the results of the motion in the minutes of the meeting.

(B) On motions that require a roll call of votes, the Mayor shall ask the City Clerk for a roll call. The City Clerk shall perform the roll call and record each member's vote in the minutes. The Mayor shall signify if the motion passes or fails.

*Section 14.* If a member of Council has a personal, financial or other conflict of interest, or appearance thereof that would affect public confidence in any matter to be voted upon or otherwise officially considered, deemed by the affected Council member to require recusal, then a brief statement of such disclosure shall be presented prior to any consideration of the matter by Council, and the recusing Council member shall then not participate in any discussion or vote of the matter.

*Section 15.* Record of proceedings shall be taken by the City Clerk in the form of written minutes as well as audio recording. Audio recordings will be made available to the public on the city website as soon as reasonably possible after the meeting. Written minutes will be prepared by the City Clerk and be presented for Council's approval at the next regular or special meeting. Following approval, the written minutes will be made available to the public at the Village Center and on the city website.

**ARTICLE 4.**

Ordinances

	<p><i>Section 1.</i> Any legislative action by the Council shall be by adoption of an ordinance. All other matters may be decided by adoption of a motion or resolution as the Council deems appropriate.</p> <p><i>Section 2.</i> The Mayor, any Council member, or the City Manager may request that a proposed ordinance be placed on a Council agenda. A proposed ordinance may be introduced by any member of Council. Introduction may be by title only, or in full text (Section 4.5 of the Charter). Where feasible, the person proposing the ordinance may present the proposed text together with a written or oral explanation for the purpose and content of the proposed ordinance at a regularly scheduled meeting before first consideration</p> <p><i>Section 3.</i> Any ordinance approved on first consideration shall be placed on the agenda of the next regular or special Council meeting for second and final consideration provided said meeting is at least six days after passage on first reading. The proposed ordinance must be completed in written form and a copy provided to each Council member before second consideration (Section 4.5 of the Charter). If a public hearing is required for the second consideration of an ordinance then said ordinance shall be placed on the agenda of the next regular or special meeting after the required publication is accomplished.</p> <p><i>Section 4.</i> Emergency ordinances shall be governed by the procedures set out in Section 4.5 of the Charter.</p>
<p><b>ARTICLE 5</b></p>	<p><u>Conflicts of Interest and Ethical Considerations.</u></p> <p><i>Section 1.</i> Members of Council shall adhere to Article IX of Chapter 2 of the Municipal Code, the Code of Ethics.</p>
<p><b>ARTICLE 6</b></p>	<p><u>Attendance and Absences.</u></p> <p><i>Section 1.</i> The Council must have a quorum to do business. Therefore, governance of the City requires that all members of the Council attend Council meetings in order to fulfill their obligation to the citizens of the City by fully participating in the process of government. Additionally, each member of the Council has an obligation to his or her fellow members to be informed and attend Council meetings.</p> <p><i>Section 2.</i> If it is necessary for a Council member to be absent from a regular meeting of the Council, the Council member shall notify the Mayor and City Clerk prior to the meeting.</p> <p><i>Section 3.</i> If it is necessary for the Mayor to be absent from a regular meeting of the Council, the Mayor shall notify the City Clerk's office prior to the meeting.</p>
<p><b>ARTICLE 7</b></p>	<p><u>Finances.</u></p> <p><i>Section 1.</i> The City shall pay or reimburse the Mayor and Council members for necessary bona fide expenses incurred in service on behalf of the City if authorized, itemized and maintained as a matter of public record. The City will pay or reimburse</p>

	<p>the Mayor and Council members for travel expenses and mileage allowance according to the City's generally applicable policies governing employee travel expenses and mileage allowance (Sections 3.6 and 5.3 of the Charter).</p> <p><i>Section 2.</i> The City will not pay or reimburse the Mayor or Council members for any costs associated with a member's spouse attending any related function.</p>
<b>ARTICLE 8</b>	<p><u>Electronic Mail and Social Media</u></p> <p><i>Section 1.</i> Electronic communications such as email shared among the Council may constitute a meeting for which open meetings and open records requirements may apply. The Elected Officials Email Policy included as Appendix A to these Rules shall provide a guide to elected officials.</p>
<b>ARTICLE 9</b>	<p><u>Amendment of Rules.</u></p> <p><i>Section 1.</i> Any additions hereto or modifications or amendments hereof shall be submitted in writing at a regular meeting and shall be acted upon no sooner than at the next meeting of Council as an agenda item. This requirement may be waived only upon the unanimous affirmative-recorded vote of all members of Council.</p>
<b>ARTICLE 10</b>	<p><u>Robert's Rules of Order</u></p> <p><i>Section 1.</i> To the extent helpful, relevant and not inconsistent with these Rules, Robert's Rules of Order Newly Revised shall apply.</p>

**EXHIBIT C**  
**CITY COUNCIL LIAISON PROGRAM**

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**CITY COUNCIL LIAISON PROGRAM**

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

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

1. Duration of Assignment
  - a. One year minimum (usually two years), or as needed as determined by the Mayor and City Manager
  - b. The Mayor shall bring this program to the attention of the City Council and the City Manager after each City Council election, and after consultation shall make updates to Council liaison assignments
2. Categories of Assignment
  - a. City Departments
    - i. Police Department
    - ii. Public Works Department
    - iii. Parks & Trails Division
    - iv. Community Development Department
    - v. Finance Division
  - b. City Boards and Commissions
    - i. Board of Adjustment & Appeals
    - ii. Parks, Trails & Recreation Commission
    - iii. Public Art Commission
    - iv. Other Committees as determined by City Council
  - c. Outside Agencies
    - i. DRCOG
    - ii. CML Policy Making Committee
    - iii. Arapahoe County Mayors & Managers
    - iv. The Crier Committee
    - v. High Line Canal Working Group
    - vi. Centennial Airport Noise Roundtable
3. Responsibility
  - a. Councilmember
    - i. Be the first contact on the City Council for matters involving City policy decisions
    - ii. City Department Liaisons: Review and understand the monthly reports and general operation of the department or agency
    - iii. City Department Liaisons: Review and comment on department budget requests
    - iv. Report all public comments (pro and con) to the department or agency head for follow-up action
    - v. City Board and Commission & Outside Agencies Liaisons: Attend regular and special meetings and report anything of interest at the next City Council meeting and/or to the Mayor and City Manager as may be necessary
  - b. Department Head

- i. Recognize departmental matters relating to the citywide policy decisions and consult with Council liaison for advice
- ii. Review and explain monthly report data with Council liaison as needed
- iii. Review budget request with Council liaison
- iv. Follow-up on all public comments and report back to Council liaison

EXHIBIT D  
CITY COMMUNICATION POLICY

**CITY OF CHERRY HILLS VILLAGE**  
**COMMUNICATION POLICY**

**Adopted September 16, 2003**

**Revised April 2015**

**CITY OF CHERRY HILLS VILLAGE COMMUNICATION POLICY**

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**General Purpose**

The City of Cherry Hills Village owns, operates, or controls four basic forms of mass communication as non-public forums for the dissemination of the City's public information:

- City Website, *www.cherryhillsvillage.com*;
- Channel 22, the City's government access television channel;
- The Village Crier Newspaper; and
- Social Media/Networking Sites including Facebook and Twitter.

This Communication Policy establishes the goals and purposes of each of these forms of mass communication. This Policy also provides criteria and guidelines for the operation of each form of communication in order to protect both the City's and public's interest in reserving the City-owned communication systems for their intended purpose and to protect these communication systems for use in disseminating the City's viewpoint regarding issues relevant to the residents of Cherry Hills Village.

The City reserves the right to review and modify any part of this Communication Policy at any time. Contact the City Clerk at the Village Center, 2450 East Quincy Avenue, Cherry Hills

Village 80113, (303) 789-2451, or [village@cherryhillsvillage.com](mailto:village@cherryhillsvillage.com) with any questions or comments about this Policy.

## Definitions

As used in this Communication Policy, the following words and phrases shall have the following definitions. The City Manager is authorized to render a final decision on the interpretation or application of any provision of this Communication Policy.

"*City*" means the City of Cherry Hills Village, Colorado.

"*City Manager*" means the City Manager of the City of Cherry Hills Village or his or her designee.

"*Village Crier*" or "*The Crier*" means the City-owned or controlled newspaper.

"*Channel 22*" means the government access television channel(s) owned and operated by the City.

"*Programming*" means any video-formatted announcement, program, feature, electronic bulletin board or other display capable of being transmitted through Channel 22.

"*Publisher*" means the individual, partnership, corporation, agency or other entity designated by the City as responsible for the operation of The Crier.

## Website Policy

### Nature of the Forum

The City website is [www.cherryhillsvillage.com](http://www.cherryhillsvillage.com).

### Purpose

The purpose of the City website is to provide the public with information about services, programs, events and activities within the City. The City website is not intended as a public forum.

The City has made every effort to ensure the accuracy of the information provided on its website. However, the City cannot not guarantee the accuracy of this information and is not liable for reliance on this information. Please contact the City at (303) 789-2541 or [village@cherryhillsvillage.com](mailto:village@cherryhillsvillage.com) to verify the accuracy of any information.

### Rules and Procedures

#### A. Hyperlink Guidelines:

The City's website contains links to other sites as a convenience to the public. Please be aware that the information available through these links is not under the control of the City.

#### 1. Criteria for External Links:

To avoid any perception that the City endorses or promotes any private person, business enterprise, or religious practice, the City does not provide direct links to web sites that are strictly commercial, political, or religious in nature. Further, it is the City's policy to not permit the posting of corporate or commercial logos, except logos of the City and the City-sponsored or controlled boards, commissions, committees, and agencies.

Consistent with the foregoing, it is the City's policy to limit external links to sites sponsored by the following types or forms of entities or organizations:

- Neighboring municipalities and jurisdictions, county and state websites
- Schools located in or near the City
- Quasi-judicial governmental entities serving residents of the City
- Community organizations
- Public utility providers serving residents of the City

The City's selection of an external link does not grant a right to any person, entity, or organization to the continued display of the link on the City's web site. The City may terminate the external link at the City's discretion and in accordance with this policy without notice to the party whose link is displayed.

2. Application and Review:

Entities and organizations that wish to establish an external link on this web site must submit a request to the City Manager's office. The City Manager, or the Manager's designee, shall review any such request and render the City's final decision thereon. Requests shall be evaluated using the criteria established by this Policy.

3. Inbound Linking:

The City permits third party web sites to provide links to the City's official web site only on the following terms:

- The link to the home page of the City is the plain text name "The City of Cherry Hills Village" or other text approved by the City Manager or his or her designee.
- No site is authorized to incorporate any content of any form from the City's web site by any means, including by in-lining or framing, without the express written consent of the City Manager or his or her designee.
- Links to the City's web site shall not in any way suggest that the City of Cherry Hills Village has any relationship or affiliation with that party, or that the municipal government endorses, sponsors or recommends the information, products or services of that site with the express written consent of the City Manager or his or her designee.
- The City reserves the right to request removal of any inbound link to the City's web site if such link is perceived as confusing, misleading or damaging to the City in any way.
- Persons and entities wishing to provide an inbound link to the City's web site must first obtain permission from the City Manager's office.

B. Notice to the City:

Communication made through e-mail or any other computer messaging system shall in no way be deemed to constitute legal notice to the City or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action.

C. Jurisdiction:

By accessing the City web site or seeking information or materials on the web site, users are agreeing to be subject to Colorado jurisdiction. Any dispute arising out of or relating to your use of the web site shall be decided under the laws and in the courts of the state of Colorado.

D. Privacy Statement:

Although the City's computer systems are monitored to ensure proper functioning of the systems, in order to provide security for the computer system's operation and the information contained therein and to prevent unauthorized use, there is no reasonable expectation of privacy in the use of this public web site. Most e-mail will constitute a public record and be subject to disclosure to the public upon request in accordance with the Colorado Open Records Act (Colorado Revised Statutes § 24-72-101, *et seq.*).

E. ADA Access:

The City is committed to compliance with the Americans with Disabilities Act (ADA). It does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs or activities. Upon request, reasonable accommodation will be made to allow individuals with disabilities access to communications regarding City services, programs or activities set forth on the City's web site.

## **Channel 22 Policy**

### **Nature of the Forum**

Channel 22 is the City's government access cable channel. The rules and procedures set forth in this Policy are authorized by 47 U.S.C. § 531(b) which allows the City, as a franchising authority, to adopt rules and procedures for the use of cable channel capacity designated for governmental use.

### **Purpose**

The purpose of Channel 22 is to provide the public with information about services, programs, events and activities within the City. Channel 22 is not intended as a public forum.

### **Rules and Procedures**

A. Programming Guidelines:

All programming shown on Channel 22 shall relate to services, programs, events or activities conducted or sponsored by the City or issues or information concerning or affecting the City, Arapahoe County, the State of Colorado, or any other unit or agency of government whose jurisdictional boundaries include all or a portion of the City.

All programming shown on Channel 22 is subject to the availability of funds, staff, equipment, facilities, and time. The City shall, in its sole discretion, have the right to re-evaluate, modify, and/or refuse to air any programming.

## **Village Crier Newspaper Policy**

### **Nature of the Forum**

The Cherry Hills Village Crier ("The Crier") is a newspaper of general circulation in the City of Cherry Hills Village, Colorado. The Crier is funded through donations and City funds.

### **Purpose**

The purpose of The Crier is to provide information concerning events and issues affecting the City of Cherry Hills Village and its inhabitants and to disseminate information originated or endorsed by the City as information concerning the public health, safety and welfare. The Crier is not intended as a public forum. Regulation of the contents of The Crier is intended to further the purposes of the newspaper and not to suppress any particular viewpoint or expression.

### **Rules and Procedures**

#### **A. Publishing Guidelines:**

All articles and information published in The Crier shall relate to services, programs, events or activities conducted or sponsored by the City or available to City residents, or issues or information concerning or affecting the City, Arapahoe County, the state of Colorado, or any other unit or agency of government whose jurisdictional boundaries include all or a portion of the City.

The following types of material shall not be published in The Crier:

- ◆ Material advocating a particular religious belief or disseminating religious information, excluding purely informational material concerning the time or place of religious meetings or services;
- ◆ Material that is defamatory, slanderous, lewd or obscene as determined by the City;
- ◆ Material that endorses, either directly or indirectly, the election or re-election of a person running for public office;
- ◆ Material that promotes discrimination against any person on the basis of race, color, religion, sex, national origin, age, marital status or disability.

Any person who wishes to submit any material for consideration for publication in The Crier should submit such material to the Publisher. The Publisher shall have the right to refuse any submitted material if, in its sole discretion, the material does not fit the purposes of The Crier, as established by this Policy. The Crier has no obligation to publish any unsolicited material.

When the Publisher determines that an article or item requires a disclaimer, the disclaimer shall read as follows:

The information contained in this article is neither provided nor endorsed by the City of Cherry Hills Village; any views explicit or implicit in this article are not those of The Crier, its staff, the City of Cherry Hills Village, its City Council or employees.

## **Social Media/Networking Sites Policy for City Sites**

### **Nature of the Forum**

Social media/networking sites refers to any online internet platform that allows the exchange of information and cross-communication between people. Current social media/networking platforms include Facebook, blogs, Twitter, LinkedIn, podcasts, YouTube and other video exchange sites, Flickr and other photo sharing sites, and Nixle. This Policy is meant to include current social media/networking platforms and those created in the future.

The City maintains a Facebook page, "Cherry Hills Village, Colorado – Municipal Government".

### **Purpose**

The purpose of the City's Facebook page is to provide the public with information about services, programs, events and activities within the City. The City's Facebook page is not intended as a public forum.

The City Twitter account is maintained by the Police Department for primarily internal informational purposes.

### **Rules and Procedures**

#### **A. Posting Guidelines**

##### **1. Facebook Page:**

Appropriate types of information for posts include:

- Notices and reminders of City meetings
- Notices and reminders of City services
- Notices and reminders of City events
- Notices of changes or updates to the official website such as the addition of agendas or new issues of the Village Crier
- Notices of Village Center closure due to holiday or weather
- Notices of position openings for city staff positions or Board & Commission positions
- Emergency notifications
- Other types of information at the discretion of the City Clerk and City Manager

##### **2. Twitter Account**

Posts should focus on information from the Police Department and should be organized in a manner that avoids conflicting information across the City's various communication media. The posts will focus primarily on information that affects those living, visiting, or commuting through the City. Examples include water main breaks affecting traffic, special events in the City, and crime alerts.

B. Facebook Wall Posts and Comments Policy for the Public

It is the City's policy that the City will not allow any posts on the Facebook page Wall by a user other than the City. However, the City does allow comments to a posted pursuant to this policy. The purpose of the City's Facebook page is to present matters of public interest in the City of Cherry Hills Village. We welcome citizen comments and expect that any conversation will follow the general rules of respectful civil discourse.

The City posts information, moderates comments, and responds to comments generally during regular business hours on Monday through Friday. If a comment is made after business hours or during the weekend that requires a response by the City, the City will do so during the next regular business day.

The City of Cherry Hills Village does not discriminate against any views, but we reserve the right to delete submissions that fall outside our comment guidelines, including but not limited to the following:

- A. Comments not topically related to the particular content being commented upon;
- B. Profane language or content;
- C. Discourteous communications including personal attacks on an individual's character or appearance;
- D. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, physical or mental disability, sexual identification or orientation, or national origin;
- E. Sexual content or links to sexual content;
- F. Solicitations of commerce;
- G. Conduct or encouragement of illegal activity;
- H. Information that may tend to compromise the safety or security of the public or public systems; or
- I. Content that violates a legal ownership interest of any other party

C. Disclaimer

The following disclaimer should be added to any social media/networking site:

The City of Cherry Hills Village's use of external social media sites is provided as a public service. The City of Cherry Hills Village disclaims liability for ads, videos, promoted content, or comments accessible from any external web page. The responsibility for external content of comments rests with the organization or individuals providing them. Any inclusion of external content or comments on external social media sites does not imply endorsement by the City of Cherry Hills Village.

Document		Policy Log			
Author		City of Cherry Hills Village			
Revision History					
<i>*All policies are to be reviewed by staff on annual basis</i>					
Policy #	Review Date	Policy Title	Department	Revision	Notes
1	3/3/2015	Customer Service Standards for Cable Television Permits	Community Development	1994 GMTC standards to be replaced by 2013 CCUA standards	Policy to be reviewed by City Council
2	3/3/2015	Utility Undergrounding Policy	Public Works	New policy drafted & reviewed by ULUSC	Policy to be reviewed by City Council
3	3/3/2015	Right-of-Way Snow Removal Policy	Public Works	N/A	
4	3/3/2015	Cost-Sharing Program for Drainage Improvements	Public Works	N/A	
5	3/18/2015	Check Controls Policy	Admin/Finance	New policy	Policy to be reviewed by City Council
6	3/3/2015	Council Member Attendance at Commission Meetings	Community Development	New policy	Policy to be reviewed by City Council
7	3/3/2015	Traffic Calming Policy	Public Works	N/A	
8	3/3/2015	Communication Policy	Admin/Finance	Social media sites added & more concise language	Policy to be reviewed by City Council
9	3/3/2015	Mission Statement and Goals	Admin/Finance	Pending	Statement/goals to be reviewed by Council at retreat
10	3/3/2015	Bench Donations and Dedications Policy	Public Works	N/A	
11	3/24/2015	Investment Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
12	3/3/2015	Red Flag Policy and Identity Theft Prevention Policy	Admin/Finance	N/A	
13	3/3/2015	Fund Balance/Finance Reserve Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
14	3/3/2015	Street Paving Policy	Public Works	N/A	
15	3/3/2015	Elected Official Email Policy	Admin/Finance	N/A	
16	3/3/2015	Recreation Reimbursement Program	Public Works	N/A	
17	3/3/2015	Donation Policy	Admin/Finance	N/A	
18	3/3/2015	Social Media and Networking Sites Policy for City Sites	Admin/Finance	N/A	
19	3/3/2015	Weed Management Policy	Public Works	N/A	
20	3/3/2015	Art Display Policy	Admin/Finance	N/A	
21	3/3/2015	Board, Commission and Committee Recruitment, Approval and Removal Policy	Admin/Finance	N/A	
22	3/3/2015	City Council Rules of Procedure	Admin/Finance	Regular meeting in December moved to Weds	Policy to be reviewed by City Council

**\*All policies are to be reviewed by staff on annual basis**

				Categories/ responsibilities of assignments added	
23	3/3/2015	City Council Liaison Program	Admin/Finance		Policy to be reviewed by City Council
24	3/3/2015	Master Plan	Community Development	Pending	Currently being reviewed by P&Z
25	3/3/2015	Purchasing Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
26	3/3/2015	Open Space Implementation Policy	Public Works	Pending	To be assigned to PTRC by City Council
27	3/3/2015	Street Right-of-Way Policies for Water Lines	Public Works	N/A	Required per Denver Water
28	3/4/2015	Water and Sewer Consolidation Procedures	Public Works	Policy to be updated	
29	3/3/2015	Coyote Management Plan	Police	N/A	
30	3/3/2015	Emergency Operations Plan	Admin/Finance	N/A	
31	3/3/2015	Snow and Ice Control Operations Plan	Public Works	N/A	
32	3/19/2015	Candidate Forum Policy	Admin/Finance	New policy	Policy to be reviewed by City Council
33	4/15/2015	Traffic Management Plan	Public Works	N/A	

**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: 9c

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** EMILY KROPF, SPECIAL PROJECTS COORDINATOR

**SUBJECT:** RESOLUTION 16, SERIES 2015; CUSTOMER SERVICE STANDARDS FOR CABLE OPERATORS

**DATE:** APRIL 21, 2015

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**ISSUE:**

Should the City Council approve Resolution 16, Series 2015, updating current customer service standards for cable operators as recommended by the Colorado Communications and Utility Alliance (CCUA) (Exhibit A)?

**BACKGROUND:**

In 1994 the City adopted customer service standards for cable operators in accordance with the existing cable franchise agreement between the City and Comcast (previously Mountain States Video Communications Co., Inc.) (Exhibit B). The most recent franchise agreement was approved in 2002. Section 6.1 of the current franchise agreement states that the grantee shall comply with customer service standards (Exhibit C). In 2013 CCUA released new customer service standards and encouraged communities to adopt the updated version to account for recent changes in technology (Exhibit D). Section 1.18 of the current franchise agreement allows the City to adopt or amend customer service standards (Exhibit E). Staff has been in contact with Comcast to report the proposed changes. Comcast did not have any comments or concerns regarding the update.

**DISCUSSION:**

The City Attorney has reviewed the recommended customer service standards and has provided a summary of the revisions from the 1994 version compared to the current standards (Exhibit F). The current franchise agreement is not set to expire until 2019 (Exhibit G). Staff recommends that the City Council adopt the 2013 customer service standards as the 1994 standards are out-of-date.

**RECOMMENDED MOTION:**

“I move to approve Resolution 16, Series 2015, adopting customer service standards for cable operators as proposed in Exhibit A of the April 21, 2015 staff memorandum.”

**CHERRY HILLS VILLAGE**  
**COLORADO**

**ATTACHMENTS:**

- Exhibit A: Resolution 16, Series 2015
- Exhibit B: Resolution 7, Series 1994
- Exhibit C: Section 6.1 of Cable Franchise Agreement
- Exhibit D: CCUA Memorandum
- Exhibit E: Section 1.18 of Cable Franchise Agreement
- Exhibit F: City Attorney Memorandum
- Exhibit G: Comcast Extension Letter

RESOLUTION NO. 16  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS  
VILLAGE ADOPTING CUSTOMER SERVICE STANDARDS FOR CABLE  
OPERATORS**

WHEREAS, in accordance with the cable franchise agreement between the City of Cherry Hills Village and Comcast (Mountain States Video Communications Co., Inc.), the City may adopt or amend "Customer Service Standards" as defined in section 1.18 of the franchise agreement; and

WHEREAS, pursuant to Resolution No. 7, Series of 1994, the City last approved customer service standards for cable operators in the City of Cherry Hills Village; and

WHEREAS, the Colorado Communications and Utilities Alliance ("CCUA") has encouraged each of its members, including the City, to adopt the attached standards which were promulgated by the CCUA in 2013 and which include modifications to account for updates in technology; and

WHEREAS, the City finds and determines that it is in the best interests of the City and its residents to adopt the 2013 customer service standards created by the CCUA and repeal the prior adopted customer service standards.

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

Section 1. The City Council of Cherry Hills Village hereby adopts the Colorado Communications and Utilities Alliance Customer Service Standards attached hereto as Exhibit A, dated June 18, 2013, in the form as presented at this meeting and repeals the prior adopted customer service standards as were set forth in Resolution No. 7, Series of 1994.

Section 2. This Resolution shall be effective immediately upon approval by the City Council.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

## **EXHIBIT A**

### **Colorado Communications and Utility Alliance Customer Service Standards (Revised June 18, 2013)**

#### **Introduction**

The Colorado Communications and Utilities Alliance ("CCUA") has created the following Customer Service Standards (the "Standards") for distribution and adoption by Members. The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the metropolitan area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the CCUA's assessment of the needs of citizens in its members' jurisdictions, the CCUA adopted, modified and created standards specially tailored to members of the CCUA communities.

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the CCUA that the security fund will never need to be drawn upon; however, the CCUA believes that some enforcement measures are necessary.

### **COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE CUSTOMER SERVICE STANDARDS**

#### **I. POLICY**

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Cherry Hills Village, Colorado.

## **II. DEFINITIONS**

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" shall mean the City of Cherry Hills Village, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the City.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone

network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

“Service interruption” or “interruption” shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

“Service outage” or “outage” shall mean a loss or substantial impairment in reception on all channels.

“Subcontractor” shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

### **III. CUSTOMER SERVICE**

#### **A. Courtesy**

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

#### **B. Accessibility**

1. A Cable Operator shall provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following

services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer’s concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

### **C. Responsiveness**

#### **1. Guaranteed Seven-Day Residential Installation**

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

## 2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

## 3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

#### 4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

## 5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

## 6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by

the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

## 7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

#### **D. Services for Customers with Disabilities**

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

#### **E. Cable Services Information**

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

a. Products and services offered by the Cable Operator, including its channel lineup;

- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear

on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

## **F. Customer Privacy**

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a

Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of

personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

- i. Disclosure pursuant to valid legal process authorized by applicable law.
  
- ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.”

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

- a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;
  
- b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally

Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. **Destruction of Personally Identifiable Information.** A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. **Notice and Choice for Customers.** The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message

printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

### **G. Safety**

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

### **H. Cancellation of New Services**

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

## **IV. COMPLAINT PROCEDURE**

### **A. Complaints to a Cable Operator**

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made

by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

## **B. Complaints to the Franchising Authority**

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

### **C. Security Fund or Letter of Credit**

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

### **D. Verification of Compliance**

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

## **E. Procedure for Remedying Violations**

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

## **V. MISCELLANEOUS**

### **A. Severability**

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

### **B. Non-Waiver**

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards. Revised 6/18/13.

RESOLUTION NO. 7INTRODUCED BY Ned Giles

SERIES OF 1994

SECONDED BY Forrest McGrath

A  
RESOLUTION  
ADOPTING CUSTOMER SERVICE  
STANDARDS FOR CABLE TELEVISION PERMITS  
IN CHERRY HILLS VILLAGE.

WHEREAS, in 1984 the Federal Cable Act empowered local franchising authorities to enact and enforce consumer protection laws; and

WHEREAS, in 1992 the Federal Cable Act further clarified and expanded the authority of local franchising agencies to pass customer service standards; and

WHEREAS, in 1993 the Federal Communication Commission (FCC) promulgated standards for consumer services and affirmed the right of franchising authorities to adopt and enforce stricter standards; and

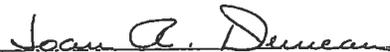
WHEREAS, the Greater Metro Cable Consortium (GMCC) has developed proposed customer service standards in consultation with TCI of Colorado for the Denver metropolitan area; and

WHEREAS, the City has received repeated requests from its residents for assistance in dealing with cable television problems.

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

1. The proposed Customer Service Standards presented by the Greater Metro Cable Consortium attached hereto as Exhibit A be adopted in their entirety.
2. That the City Manager and staff in conjunction with the GMCC and TCI of Colorado endeavor to implement and enforce these standards to their fullest extent.
3. That these standards be reviewed after a one-year operational period and desired modifications be presented to the City Council for consideration.

READ, PASSED AND APPROVED as Resolution No. 7, Series of 1994, by the City Council of the City of Cherry Hills Village, Colorado, and signed by its Mayor and Presiding Officer this 21st day of June, 1994, by a vote of 5 Yes and 0 No.

  
Joan R. Duncan  
Mayor

ATTEST:

  
Danette M. Trujillo  
City Clerk

MNB302

LVA-11-1

**PROPOSED CUSTOMER SERVICE STANDARDS**  
presented by  
**The Service Delivery Committee of the  
Greater Metro Cable Consortium**

**Introduction**

The Service Delivery Committee of the Greater Metro Cable Consortium has created the following Customer Service Standards (the "Standards") for distribution and adoption by Members. The purpose of the Standards is to establish uniform requirements for quality of service cable operators (TCI of Colorado, or "the Grantee" in the case of the Model Franchise Agreement (the "MFA")) are expected to offer their customers in the Denver metropolitan area. The Standards are subject to change from time to time.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993; TCI of Colorado, Inc.'s own Customer Service Standards; the Standards of Cable Television Service for Mile Hi Cable and the City of Denver; and proposed customer service standards from the City of Aurora. The members of the Service Delivery Committee studied existing standards, and, based upon the assessment of the needs of citizens in the metropolitan area, adopted, modified and created standards specially tailored to jurisdictions within the Greater Metro Cable Consortium.

The Standards require the cable operator to post a security fund ensuring Customer Service for each jurisdiction that adopts the Standards. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the Committee that the security fund will never need to be drawn upon; however, the Committee agrees that some enforcement measures are necessary.

There are several ways individual jurisdictions may adopt the Standards: 1) through a franchise agreement (the MFA, for T-FRG Members), 2) as a separate, local ordinance, or 3) as a gentleman's agreement with the cable company. However adopted, the Committee recommends that they be implemented in full, unchanged, and complete.

**GREATER METRO CABLE CONSORTIUM  
CUSTOMER SERVICE STANDARDS**

**I. POLICY**

The Cable Operator should be permitted the option and autonomy to first resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of, or unremedied,

noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a 30 day deadline for implementation of the cure. If the noncompliance is not cured within 30 days, monetary sanctions should be imposed to encourage compliance.

These Standards are intended to be of general application; however, the Cable Operator shall be relieved of any obligations hereunder it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

## II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction, or to approve the Model Franchise Agreement adopted by the TCI Renewal Group of the GMCC (the "MFA") incorporating the Standards, under applicable ordinances and laws.

"Cable Operator" shall mean any person granted a franchise to operate, or operating, a cable television, data transfer, or telecommunications system within any area of jurisdiction of the Franchising Authority, and, in the MFA, the Grantee, or such person's employees, agents, contractors, or subcontractors.

"City" (County) shall mean the City (County, or City and County) of \_\_\_\_\_, Colorado.

"Customer" shall mean any person who receives service of any sort from the Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed by the Cable Operator to assist, or provide service to, customers, whether by answering public telephone lines, writing service or installation orders, answering customers' questions, receiving and processing payments, or performing other customer service-related tasks.

"Franchising Authority" shall mean the City (County or Town) and/or the Greater Metro Cable Consortium, and/or, in the MFA, the Grantor.

"Greater Metro Cable Consortium" or "GMCC" shall mean a Colorado agency formed by intergovernmental agreement between its Members, local governmental subdivisions of the State of Colorado. The GMCC may be delegated the authority to enforce cable television franchises and cable system operations for its Member communities, and may administer any or all functions under these Standards.

"Town" shall mean the Town of \_\_\_\_\_, Colorado.

### **III. CUSTOMER SERVICE**

#### **A. Courtesy**

All employees of the Cable Operator shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

#### **B. Accessibility**

1. Within sixty (60) days of the effective date of these Standards, the Cable Operator shall provide, at sites acceptable to the Franchising Authority, customer service centers/business offices ("service centers") such that no customer shall be located further than ten (10) miles away from a service center. Except as otherwise approved by the Franchising Authority, all service centers shall be open Monday through Friday from 8:00 a.m. to 6:00 p.m., and from 9:00 am to 1:00 p.m. Saturdays, and shall be fully staffed with customer service representatives offering the following services to customers who come to the service center: bill payment, equipment exchange, processing of change of service requests, and response to customer inquiries and requests. The Franchising Authority may approve alternatives for service centers offering lesser services at any site to which the public has general access. The Cable Operator shall post a sign at each service center advising customers of its hours of operation and of the addresses and telephone numbers at which to contact the Franchising Authority and the Cable Operator if the service center is not open at the times posted. The Cable Operator shall provide free exchanges of faulty converters at the customer's address.
2. The Cable Operator shall maintain local telephone access lines that shall be available 24 hours a day, seven days a week for service/repair requests and billing inquiries.
3. The Cable Operator shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays.
4. The Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to service/repair and billing inquiry lines are answered by a customer service representative within 30 seconds or less, and that any transfers are made within 30 seconds. These standards shall be met no less than 90 percent of the time measured monthly.
5. The total number of calls receiving busy signals shall not exceed 3% of the total telephone calls. This standard shall be met 90 percent or more of the time measured monthly.

#### **C. Responsiveness**

1. Guaranteed Seven-Day Residential Installation
  - a. The Cable Operator shall complete all standard residential installations requested by customers within 7 business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to 125

feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

- b. All underground cable drops from the curb to the home shall be buried at a depth of no less than twelve inches (12"), and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

- a. Customers requesting installation of cable service or service to an existing installation may choose any of the following blocks of time for the installation appointment: 8:00 a.m. to 12:00 a.m.; 12:00 Noon to 4:00 p.m.; 4:00 p.m. to 8:00 p.m.; or a four-hour block of time mutually agreed upon by the customer and the Cable Operator. The Cable Operator may not cancel an appointment with a customer after 5:00 p.m. on the day before the scheduled appointment, except for appointments scheduled within twelve (12) hours after the initial call.
- b. The Cable Operator shall contact by telephone, mail, or in person, every customer within 2 weeks after installation to assure the customer's satisfaction with the work completed. All responses shall be recorded, and retained by the Cable Operator, and made easily available to the Franchising Authority upon request.
- c. The Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

- a. In the event of system outages (loss of reception on all channels) resulting from Cable Operator equipment failure affecting 5 or more customers, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.
- b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.
- c. The Cable Operator shall keep an accurate and comprehensive file of any and all complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain open to the Franchising Authority and the public during normal business hours. Grantee shall provide Grantor an executive summary monthly, which shall include information concerning customer complaints. A summary of service requests, identifying the number and nature of the requests and their

disposition, shall also be completed by the Cable Operator for each month and submitted to the Franchising Authority by the tenth (10th) day of the succeeding month. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly.

- d. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within 36 hours, after the conditions beyond its control have been corrected.

4. TV Reception

- a. The Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). The Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).
- b. If a customer experiences poor video or audio reception attributable to the Cable Operator's equipment, the Cable Operator shall repair the problem no later than the day following the customer call. If an appointment is necessary, customer may choose the same blocks of time described in Section III.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer.

5. Problem Resolution

The Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service or any of the other credits listed in Schedule A, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within 4 hours and resolve the problem within 48 hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

- a. Cable Operator shall convert to the Anniversary Billed System or similar system of billing as set forth in the attached Exhibit C no later than December 31, 1996. The Cable Operator shall submit reports to the Franchising Authority regarding its progress towards converting to said system at least quarterly. Should these reports indicate that the conversion can practicably take place prior to the above-mentioned date, Cable Operator shall so convert. On the date when the Cable Operator converts to the Anniversary Billing System, the following conditions shall apply: The Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may

perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

- b. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

7. Treatment of Property

- a. The Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by the Cable Operator, any employee or agent during installation or construction shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.
- b. The Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any property to as good condition as before the work causing such disturbance was initiated. The Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities.
- c. Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry. Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner 100% of the cost of the damage or replace the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail at least one week in advance. In the case of an emergency, the Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.
- d. The Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

**D. Services for Customers with Disabilities**

- 1. For any customer with a disability, the Cable Operator shall at no charge deliver and pick up converters at customers' homes. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the

defective converter to the Cable Operator.

2. The Cable Operator shall provide TDD service with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.
3. The Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with subsection 4, below) customers.
4. Any customer with a disability may request the special services described above by providing the Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

#### **E. Customer Information**

1. Upon installation, and at any time the customer may request, the Cable Operator shall provide the following information, in clear, concise written form:
  - a. Products and services offered by the Cable Operator, including its channel lineup;
  - b. The Cable Operator's complete range of service options and the prices for these services;
  - c. These Standards, with the attached Schedule A, and any other applicable customer service standards;
  - d. Instruction on the use of cable TV service and on standard VCR hookups;
  - e. The Cable Operator's billing, collection and disconnection policies;
  - f. Customer privacy requirements;
  - g. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, the FCC, and the Franchising Authority to whom the complaints should be addressed;
  - h. Use and availability of A/B switches;
  - i. Use and availability of parental control/lock out device;
  - j. Special services for customers with disabilities;
  - k. Days, times of operation, and locations of the service centers.
2. Copies of all notices provided to the customer shall be filed (by fax acceptable) concurrently with the Franchising Authority and the Consortium.
3. The Cable Operator shall provide customers with written notification of any change in rates, programming, or channel positions, at least 30 days before the effective date of change.
4. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with cable customers shall wear on their outer clothing identification cards bearing their name and photograph as approved by the Franchising Authority. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Every vehicle of a subcontractor or contractor shall be labeled

with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

5. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed.

#### **F. Customer Privacy**

1. The Cable Operator shall not monitor cable television signals to determine the individual viewing patterns or practices of any customer without prior written consent from that customer, except as otherwise permitted by the applicable Franchise.
2. The Cable Operator shall not sell or otherwise make available customer lists or other personally identifiable customer information without prior written customer consent, except as otherwise permitted by the Franchise. The Cable Operator is permitted to disclose such information if such disclosure is necessary to render, or conduct, a legitimate business activity related to a cable service or other service provided by the Cable Operator to its customers.

#### **G. Safety**

The Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

#### **H. Satisfaction Guaranteed**

The Cable Operator shall guarantee customer satisfaction for every customer who requests new installation of cable service or adds any additional programming service to the customer's cable subscription. Any such customer who requests disconnection of such service within 30 days from its date of activation shall receive a credit to his/her account in the amount of one month's subscription charge for the service that has been disconnected.

### **IV. COMPLAINT PROCEDURE**

#### **A. Complaints to the Cable Operator.**

1. The Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts in accordance with

Schedule A: "Credits to Customers", which Schedule is incorporated herein by this reference, and as otherwise provided herein, without intervention by the Franchising Authority and shall publicize such procedures through printed documents at the Cable Operator's sole expense.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to the Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices.
3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than fifteen (15) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.
4. The Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.
5. The Cable Operator shall immediately report all customer complaints that it does not find valid to the Franchising Authority.
6. The Cable Operator's complaint procedures shall be filed with and approved by the Franchising Authority prior to implementation.

#### **B. Security Fund**

1. Within thirty (30) days of the effective date of these Standards or the effective date of any franchise granted by the Franchising Authority, whichever occurs first, the Cable Operator shall deposit with an escrow agent approved by the Franchising Authority \$100,000 (one hundred thousand dollars), or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Such amount may, with the approval of the Franchising Authority, be posted jointly for more than one member of the GMCC, and may be administered, and drawn upon, jointly by the GMCC or drawn upon individually by each member. The escrowed funds shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds shall be maintained by the Cable Operator at one hundred thousand dollars (\$100,000), or such lesser amount accepted by the Franchising Authority, even if amounts are withdrawn pursuant to any provision of these Standards.
2. At any time during the term of this agreement, the Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by the Cable Operator of all its obligations under these Customer Service Standards.
4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

#### **C. Complaints to the Franchising Authority.**

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the ten (10) day period as required shall be entitled to have the complaint reviewed by the Franchising Authority.
2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.
3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.
4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.
5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.
6. The Franchising Authority shall issue a determination within fifteen (15) days after examining the materials submitted, setting forth its basis for the determination.
7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.
8. If the Franchising Authority determines that the customer's complaint is valid and that the Cable Operator did not provide the complaining customer with the proper solution and/or credit, the Franchising Authority may reverse any decision of the Cable Operator in the matter and/or require the Cable Operator to grant a specific solution as determined by the Franchising Authority in its sole discretion, and/or any credit provided for in these Standards; or the Franchising Authority may provide the customer with the amount of the credit (as set forth in the attached Schedule A) by means of a withdrawal from the

## Security Fund.

### **D. Verification of Compliance.**

The Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

### **E. Overall Quality of Service**

The Franchising Authority may evaluate the overall quality of customer service provided by the Cable Operator to customers:

- a. In conjunction with any performance review provided for in the franchise agreement; and
- b. At any other time, at its sole discretion, based on the number of customer complaints received by the Cable Operator and the Franchising Authority, and the Cable Operator's response to those complaints.

### **F. Non-Compliance with Customer Service Standards.**

Non-compliance with any provision of these Standards is a violation of these Standards.

### **G. Procedure for Remedying Violations.**

1. If the Franchising Authority has reason to believe that the Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may demand in writing that the Cable Operator remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the satisfaction of the Franchising Authority, the Franchising Authority may opt to follow the following procedure.
2. An informal meeting may be held to review the alleged noncompliance. If this meeting does not result in a resolution satisfactory to the Franchising Authority, the Cable Operator may request or the Franchising Authority may require an administrative hearing to determine if the noncompliance occurred. The Cable Operator shall be provided with ten (10) days written notice of the time and the place of the hearing, the allegations of noncompliance and the possible consequences of the noncompliance if substantiated.
3. After the administrative hearing, the Franchising Authority shall determine whether the noncompliance has been substantiated. If the noncompliance is substantiated, the Franchising Authority may order the Cable Operator to correct or remedy the noncompliance within thirty (30) days (except where the noncompliance constitutes a material safety hazard) and in the manner and on the terms and conditions that the Franchising Authority establishes, or, in its sole discretion, the Franchising Authority may find a material violation of these Standards.
4. If the Franchising Authority determines in its sole discretion that the noncompliance has

been substantiated, the Franchising Authority may:

- a. Impose assessments of one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or
- b. Order, after further hearing, such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or
- c. In its sole discretion, declare a violation of the franchise agreement, and in such case, the noncompliance shall be a violation of the franchise agreement for the purposes of the franchise agreement, triggering all available obligations and remedies under the franchise agreement; and/or
- d. Withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law; and/or
- e. Pursue any other legal or equitable remedy available under any applicable franchise agreement or law.
- f. Any assessment or remedy shall not constitute a waiver by the Franchising Authority of any other right or remedy it may have under any applicable franchise agreement or law including any right to recover from the Cable Operator any additional damages, losses, costs, and expenses, including actual attorney's fees that are incurred by the Franchising Authority by reason of, or arise out of noncompliance with these Standards.

## V. MISCELLANEOUS

### A. Severability.

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

### B. Non-Waiver.

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of the Cable Operator under said provision, or any other provision of these Standards.

Item 3a  
mtg of 6/21/94

GREATER METRO CABLE CONSORTIUM  
SERVICE DELIVERY COMMITTEE  
PROPOSED CUSTOMER SERVICE STANDARDS

EXECUTIVE SUMMARY  
MAY 19, 1994

ISSUE

The GMCC Service Delivery Committee has prepared these Customer Service Standards in accordance with the 1992 Cable Act and Federal Communications Commission rules to ensure cable subscribers in the GMCC service area receive uniform high-quality service and universal protection from unfair or unprofessional practices. This Executive Summary highlights important provisions of the Standards, describes the process followed in developing them, and provides a comparison with the current FCC Standards and current TCI policy. The purpose of this presentation is to provide GMCC Members and their Councils or Boards with the information necessary for an intelligent review of the Standards and an informed decision as to how, or whether, to adopt them.

BACKGROUND

The 1984 Cable Act empowered local franchising authorities, among other things, to enact or enforce "any consumer protection law to the extent not inconsistent with" the Act. 47 U.S.C. 552 (1984). The 1992 Cable Act was passed in the only override of a presidential veto during the Bush Administration, largely in response to consumer concerns about the poor service provided by cable companies and increases in cable service rates. Under the 1992 Act, therefore, the authority to pass service standards was further clarified and expanded. The 1992 Cable Act provides local governments broad authority to: "Establish and enforce 1) customer service requirements of the cable operator; and 2) (construction requirements)." Moreover, the 1992 Act goes on to specifically authorize the "establishment or enforcement of any municipal law or regulation, or any state law, concerning customer service that imposes customer service requirements that exceed the standards set by the Commission... or that addresses matters not addressed by the standards set by the Commission." 47 U.S.C. 552 (1992).

The following chronology summarizes the process the GMCC Service Delivery Committee has followed to prepare these customer service standards:

- February 92: City of Denver and Mile-Hi Cablevision announce the cooperative creation of customer service standards, adopted through gentleman's agreement.
- March 92: City of Aurora, through direction of its Staff Cable Committee, designs first draft of proposed customer service standards.

- July 92: City of Aurora first meets with TCI of Colorado to receive input on proposed customer service standards.
- October 92: 1992 Cable Act is approved through Congressional override of Presidential veto.
- November 92: Greater Metro Cable Consortium (GMCC) is formed through passage of intergovernmental agreements by its Member cities.
- December 92: TCI of Colorado acquires certain ATC/TWE franchises in the metropolitan area and takes over management of Mile-Hi Cablevision. TCI has control over approximately 90% of metropolitan area.
- March 93: GMCC's Service Delivery Committee meets and reviews customer service standards from Denver, Aurora, Manhattan, N.Y., El Rancho Mirage, California, and TCI's own internal standards. Committee writes first draft for universal use throughout GMCC metropolitan area.
- April 93: FCC announces federal standards for customer service and affirms right of franchising authorities to adopt and enforce stricter standards. Service Delivery Committee reviews FCC standards and ensures they are contained in proposed GMCC Customer Service Standards.
- May 93: Service Delivery Committee releases first draft of proposed Customer Service Standards to GMCC for review.
- July 93: GMCC's TCI Franchise Renewal Group (T-FRG) presents first draft of model franchise agreement to TCI; customer service standards are enclosed as exhibit, with purpose of negotiation as part of the franchise renewal process.
- November 93: Internal management structure of TCI of Colorado is in transition; franchise renewal negotiations are stalled; TCI's rebuild plans are uncertain; GMCC decides to pull customer service standards from model franchise agreement and adopt them separately.
- December 93: Service Delivery Committee meets with TCI of Colorado to discuss proposed standards and receive input.
- January 94: Service Delivery Committee revises standards in consideration of TCI's comments.

- February 94: Service Delivery Committee tours TCI's customer service department and meets with TCI to discuss revised standards.
- March 1, 94: Service Delivery Committee meets to discuss additional TCI concerns; revises standards.
- March 17, 94: GMCC votes to approve customer service standards, as revised.
- March 22, 94: Service Delivery Committee meets with TCI personnel and recommends additional changes as result of TCI concerns.
- March 29, 94: Bill Nicholas, Government Affairs Manager for TCI of Colorado, sends letter to GMCC president, acknowledging GMCC's cooperation and TCI's agreement with customer service standards development.
- April 20, 94: Steve Santamaria, TCI of Colorado metro area manager, expresses concern over standards. Service Delivery Committee meets with Paula Trustdorf and Ann Montgomery, upon TCI's request.
- April 21, 94: Steve Santamaria and Paula Trustdorf speak to GMCC; admit past problems with customer service; express concern with standards, but also cooperation.

### ANALYSIS

#### **FCC STANDARDS**

The federal customer service standards adopted by the Federal Communications Commission cover four major areas:

1. Office Hours and Telephone Availability
  - Local, toll-free or collect call line available 24 hours, 7 days a week.
  - CSR available during normal business hours, including some evening or weekend hours; answering service after business hours, and CSR must respond within twenty four hours.
  - Call must be answered within 30 seconds of connection, and transfer must be made within 30 seconds at least 90% of time under "normal operating conditions."
  - Customer service centers and bill payment locations conveniently located and open at least during normal business hours.
2. Installation, Outages and Service Calls
  - Standard installations (located 125 feet from

- existing pedestals) performed within seven days.
- Operator must work on service interruption within 24 hours of notification.
- Four hour windows for installation and service appointments.
- Installer or technician must contact subscriber and reschedule appointment at subscriber's convenience if appointment is missed due to cable employee running late.
- Conditions above must be met 95% of time.

3. Billing Practices

- Thirty days notice given to subscribers for changes in rates, programming, or channel positions.
- Bills must be clear, concise, and understandable; all services and charges must be itemized.
- Cable operator must respond to complaints within 30 days.
- Refunds and credits to be issued no later than next billing cycle or 30 days.

4. Communications Between Cable Operators and Subscribers

- At least annually, at time of installation, and any time upon request of subscriber.
- Products and services offered.
- Prices and options of programming services and condition of subscription to programming and other services.
- Installation and service maintenance policies.
- Instructions on how to use the cable service.
- Channel position of programming services carried on system.
- Billing and complaint procedures, and name and address of local franchising authority.

**GMCC STANDARDS**

These federal guidelines are included in the proposed GMCC Customer Service Standards, but the Service Delivery Committee took into consideration the needs of citizen throughout the metropolitan area current practices of TCI of Colorado. Consequently, the committee modified the federal guidelines to meet local needs. Additional requirements in the GMCC Customer Service Standards include:

- Requirement that CSRs be courteous and knowledgeable.
- Location and hours of customer service centers negotiated with and approved by franchise authority.
- Cable drops to the home buried 12" within one week of installation, or upon mutual agreement of customer and cable operator. (Depth requirement has been agreed upon with TCI in franchise renewal

- negotiation meetings.)
- Contact by cable operator to new subscribers to ensure customer satisfaction.
- Cable operator to keep certain records regarding customer complaints. Those records are accessible to franchise authority. Monthly summary of complaints to be sent to franchise authority.
- Cable operator to meet FCC technical standards for television reception, and shall attempt to interrupt service for repairs and maintenance during periods of minimum use.
- CSRs to have authority to issue credits to customers regarding customer service complaints.
- Cable operator to convert to new billing system no later than end of 1996. (This addresses complaints that administrative charges are assessed before the monthly service has been delivered in full.)
- Respectful treatment of property; restoration of landscaping to original condition.
- Reasonable notice to property owners before entering property. Notice to absent homeowners that cable operator employee or contractor had been on property.
- Certain services to customers with disabilities.
- Specific items of customer information to be delivered annually, upon installation, and upon request.
- Cable employees and contractors to wear identification.
- Unsafe conditions to be corrected immediately.

**TCI: THE CUSTOMER FIRST PROGRAM**

- CSRs and Techs have authority to solve a problem, including on-the-spot adjustments.
- Special designation of customers with special needs.
- Immediate response on 44 hour basis to any area outage.
- Next business day response to customer problems.
- Call back to all customers who had a technician visit their homes to ensure satisfaction.
- State, division, or corporate ombudsman.
- Expanded office and service hours.
- Enhancements to telephone systems.
- Telephone monitoring equipment installed to measure performance and identify areas needing immediate attention.
- Annual reports to customers.

**ENFORCEMENT**

The 1992 Cable Act and the FCC Customer Service Standards allow

franchise authorities to develop a mechanism under which they may enforce any applicable standards. Customer service standards can also be enforced, in most cases, through franchise agreements, and in many cases (Aurora and Arvada, for instance, among others) through their code enabling acts as well.) In most cases, franchise agreements require compliance with all applicable law and regulations, and many city codes do as well. Some, such as Aurora, specifically mention customer services standards specifically.

The proposed GMCC Customer Service Standards provide the following scenario for enforcement:

1. The cable operator must first have the opportunity and autonomy to correct a complaint received from a citizen, including issuing credits.
2. If the citizen is not satisfied, the citizen may complain to the franchise authority.
3. The franchising authority will hear both sides of the case, and, if it determines the citizens complaint is valid, will order the cable company to correct the situation and refund or credit the customer. A guideline for minimum credits is attached.
4. If the franchising authority receives a number of similar complaints, it may determine that the cable operator is out of compliance. It will notify the cable company of that noncompliance and the cable company will have thirty days to cure the noncompliance. If the noncompliance is not cured within thirty days, the franchising authority may decide to assess the cable company a fine of \$1,000/day until the noncompliance is cured.
5. The money for the assessment will come out of a security fund in the amount of \$100,000 dollars to be established and replenished by the cable operator. This is the total amount for all GMCC cities, but any city may draw from the fund if it determines there is an uncured noncompliance in its jurisdiction.
6. Initially, each franchise authority will enforce the standards for its jurisdiction. However, in the future, the GMCC may establish a central enforcement agency and a franchise authority may, by resolution, authorize the GMCC to enforce the customer service standards on its behalf.

#### UNIVERSAL CUSTOMER SERVICE STANDARDS

The proposed GMCC Customer Service Standards were compiled and written to meet the needs of citizens throughout the metropolitan area without undue additional burden on the cable operator. Universal standards should be an advantage to cable operators

because their centralized customer service centers need only work from one set of standards.

The Service Delivery Committee recommends that the standards be adopted by ordinance without revision by city councils and allowed one year for implementation. After a year has passed, the GMCC will consider and recommend amendments introduced by individual Members.

#### FINANCIAL IMPACTS

In discussion that accompanies its Rulemaking on Customer Service Standards (Section 76.309), the FCC mentions that the cost of complying with customer service standards that are stricter or additional to the Commissions's federal standards, may be passed through to the customer in the monthly bill. Because the requirements of the proposed GMCC Customer Service Standards comply with what the cable company claims to be its current policies, the Service Delivery Committee believes these standards put little additional burden on the cable operator.

Because the cable operator is also under rate regulation by the GMCC, it cannot arbitrarily add a fee to the customer's bill. All increases must be approved by the regulatory agent, through quarterly reports that list new external costs. The GMCC believes that any costs incurred by the cable operator to comply with these standards can be minimized so there would be no good reason to identify them through a cost of service showing.

Additionally, any cost the cable company proposes to pass through on customers' bills must be independently identified. From a public relations point of view, it would not benefit the cable operator to list on a customer's bill an additional charge necessary to provide the basic customer service the public expects anyway.

#### OPTIONS

There are four options a Council/Board might consider with respect to the proposed GMCC Customer Service Standards:

- a. Pass the customer service standards by ordinance, with the actual standards as an Exhibit, which will be subject to amendment after the initial year has passed.
- b. Pass the customer service standards by resolution, with the actual standards as an Exhibit, which will subject to amendment after the initial year has passed.
- c. Establish the customer service standards as a "gentlemen's agreement" with the cable company.
- d. Reject the proposed customer service standards and decide not to implement them in its jurisdiction.

### RECOMMENDATIONS

1. (a.) Council/Board pass the customer service standards as an ordinance, with the standards attached as an exhibit.
2. (b.) Council/Board may wish to pass standards as a resolution in order to bypass formal procedures required for ordinances. Although this would not give the standards full enforceability under law, it would allow the standards to be implemented without undue interference from the cable operator.

### NEXT STEPS

- May 19 GMCC Members receive Executive Summary, final draft and background material for customer service standards.
- June 1-30 Members Councils/Boards consider and pass customer service standards as ordinance.
- FUTURE GMCC develops a mechanism to coordinate centralized enforcement of the customer service standards and, through resolution, franchise authorities authorize the GMCC to enforce customer service standards on their behalf and under their directions.

GMCC PROPOSED CUSTOMER SERVICE STANDARDS  
QUESTIONS AND ANSWERS

Q1: Are these standards too strict?

A1: Cable companies' use of public rights of ways and easements on private properties require a special consideration on the part of cities in order to protect the citizens. Through surveys and individual calls to city governments, citizens have indicated the need for protection over the years. TCI management has admitted to the GMCC there have been problems in the past. These proposed standards were compiled from a series of standards that are already in existence. Many of the standards listed are already policies of TCI. Putting them in writing merely establishes a bottom line and ensures quick resolution of problems. Penalties for noncompliance become effective only after the cable company has had an opportunity to cure the noncompliance in a reasonable length of time.

Q2: Why aren't the standards stronger? They seem rather mild.

A2: The purpose of these standards is to provide a baseline that are fair to both the cable company and the citizen. These are minimum standards for customer protection and are intended to serve as a foundation for future enhancements. Nothing in these standards prohibits the cable company from implementing additional internal guidelines to increase customer satisfaction. The Service Delivery Committee requests that these standards be adopted without change with the understanding that they will be reconsidered and evaluated by the GMCC within a year. At that time, the GMCC will consider and recommend amendments to the standards that were created on the basis of the trial year's experience.

Q3: Can each community modify the standards?

A3: At the March 17 meeting, the GMCC Board voted unanimously to adopt the standards as finalized for a year's time, in order to allow the standards an opportunity to work. Universal standards are vital in the metropolitan area, to guarantee each citizen equal treatment, regardless of where they live. Where appropriate, some standards, such as location of business/service standards, are negotiable on a city by city basis.

However, the Committee recognizes that this is the first attempt at a set of standards that will serve approximately 300,000 subscribers, and there will be occasion to measure the effectiveness of the standards and modify them, if necessary, after a year's time.

In addition, the Federal Communications Commission has indicated the possibility of the cable company passing the costs of implementing customer service standards to the customer. The Service Delivery Committee has worked closely with TCI, and believes the standards recommended herein do not impose any additional burden on the company. Should an individual jurisdictions amend the standards, there can be no guarantee that the cable company would not take advantage of the situation and attempt to pass the cost of the additional standards on to the subscribers.

Q4: But what if there is some omission (or standard that seems extraordinarily harsh) that really stands out?

A4: Again, the purpose of the standards is to provide consistency throughout the metropolitan area. Uniform standards will reduce the burden on the cable company and further decreases the possibility of customers paying for this service through pass-throughs.

Revisiting the standards in a year will allow time for the standards to work, and they will allow time for GMCC Members to assess and make recommendations for amendments on a reasoned basis.

Q5: How much will these standards cost...?

... to the subscriber?

Because these standards are based on current cable company policies and operations, the GMCC anticipates there will be no additional burden to the subscriber.

..to the franchising authority?

There should also be no additional burden on the franchising authority. At the moment, each jurisdiction will be responsible for enforcing the standards. However, the complaint procedure is based on the process that cities currently follow when a citizen calls to complain, so we anticipate no additional burden on the local jurisdictions. In fact, the standards call for the cable company to first be offered the opportunity to solve the problem, so the citizen must first contact the cable company before the city is involved.

... to TCI?

At the April 21 GMCC meeting, Steve Santamaria, area manager for TCI of Colorado, told the Directors that TCI is committed to meeting and/or exceeding the proposed customer service standards.

Q6: What is the process for handling a problem under these standards?

- A6: The proposed customer service standards include guidelines for handling the complaints. In summary:
1. A citizen with the complaint must first attempt to contact the cable company, and the cable company will be given the opportunity to correct the problem.
  2. If the cable company is unable to correct the problem to the citizen's satisfaction, the citizen may then appeal to the franchising authority. (This appeal is appropriate if the citizen's attempt to contact the cable company fails because of busy phone lines.) The franchising authority can then intervene on the citizen's behalf and attempt to resolve the problem. A part of the solution could be to direct the cable company to credit the appropriate amount included in attached guidelines for a complaint the city determines is valid.
- Q7: Doesn't this impose an additional burden on the franchising authorities?
- A7: A basic premise of the standards is that the cable company must be given the autonomy to correct the problem first. The citizen must first contact the cable company before the local government is called in.
- Q8: What if the cable company does not follow the resolution the franchising authority prescribes?
- A8: It is not the intention of the standards to micromanage individual jurisdictions complaint handling process. The jurisdiction has the option of finding the cable company out of compliance if it does not follow a direction from the city regarding a citizen complaint.
- Q9: Isn't the amount of the security fund to large? or too small?
- A9: The \$100,000 covers the entire metropolitan area, and, through discussions with TCI, was reduced from an original figure of \$1,000,000 *per jurisdiction*. The security fund is to be drawn only after a jurisdiction (or the GMCC) determines there is a pattern of noncompliance, notifies the cable company, and gives the cable company thirty days to cure the problem. This security fund will be replenished.
- Q10: Why don't the customer service standards include a senior discount?
- A10: Senior discounts were, in the past, an option the cable company chose to make for community relations. Although the 1992 Cable Act and the FCC rate regulations do not prohibit

the cable company from offering a senior discount, they also do not require it.

In view of rate regulations and the threat of possible pass-throughs on the customers' bills, the Committee decided not to include this requirement for the first year. The Committee does not want to set the standards up for failure, and the FCC may make an additional rulemaking on this subject by the time the standards are reviewed.

In the meantime, nothing prohibits the cable company from offering a senior discount on its own.

Q11: Why aren't there anything in these standards regarding specific programming? Can't we take into consideration the many complaints we have been receiving about Court TV, the Sci-Fi Channel, and the removal of the Electronic Programming Guide?

A11: Franchising Authorities may not demand specific channels be carried on the cable system. The model franchise agreement, currently in renewal negotiation, is addressing broad programming categories.

## **SECTION 6. CUSTOMER SERVICE**

### **6.1 Customer Service Standards**

Grantee shall comply with the Customer Service Standards.

### **6.2 Subscriber Privacy**

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State or local law.

### **6.3 Subscriber Contracts**

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise or the requirements of any applicable Customer Service Standards. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

### **6.4 Advance Notice to City**

The Grantee shall use reasonable efforts to furnish advanced notice to the City of information provided to Subscribers or the media in the normal course of business.

## **SECTION 7. REPORTS AND RECORDS**

### **7.1 Open Records**

The City shall have the right to inspect FCC reports and have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

1.14 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering Video Programming on a twenty-four (24) hour per day basis.

1.15 "City/Grantor" is the City of Cherry Hills Village, Colorado, a body politic and corporate under the laws of the State of Colorado, and all of the area within its boundaries, as such may change from time to time.

1.16 "City Council" means the Cherry Hills Village City Council, or its successor, the governing body of the City of Cherry Hills Village, Colorado.

1.17 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.18 "Customer Service Standards" means the customer service standards the City has adopted as set forth by resolution and as may be amended by resolution or ordinance.

1.19 "Designated Access Provider" means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.20 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.21 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.22 "Expanded Basic Service" means the Tier of optional Video Programming, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.23 "FCC" means the Federal Communications Commission.

1.24 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.25 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.26 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.



WIDNER MICHOW &amp; COX, P.C.

ATTORNEYS AT LAW

13133 E. Arapahoe Rd ♦ Suite 100 ♦ Centennial ♦ Colorado 80112

## MEMORANDUM

**To:** Emily Kropf, Special Projects Coordinator

**FROM:** Jill Hassman, Assistant City Attorney

**DATE:** April 16, 2015

**Subject:** Summary – Current City Customer Service Standards v. 2013 CCUA Customer Service Standards

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As you know, the City's current cable franchise agreement with Comcast, effective February 23, 2002, references customer service standards to govern the quality of service provided by the cable operator. Pursuant to Resolution 7, Series of 1994, the City adopted the customer service standards set forth by the Greater Metro Cable Consortium. These 1994 standards govern the City's current cable agreement with Comcast.

This memorandum briefly outlines differences between these 1994 customer service standards ("1994 standards"), and those developed by the Colorado Communications and Utility Alliance ("CCUA").

The purpose of the CCUA standards is to establish uniform requirements for the quality of service that cable operators are expected to offer their customers within Colorado. The CCUA customer service standards were most recently modified and updated in 2013 and the majority of the CCUA members have adopted this set of standards to apply to the cable operators within their jurisdictions. As a member of the CCUA, it may be desirable for the City to consider adoption of the 2013 CCUA standards.

A close reading of the 1994 standards as well as the CCUA customer service standards resulted in the following observations:

- Both sets of standards are substantially similar in the topics generally covered. However, due to their age, various provisions within the 1994 standards are out of date.
- In general, the CCUA standards are more specific and include more detail and helpful definitions.
- The CCUA standards are more robust in regard to provisions related to cable operator responsiveness.

- The CCUA standards include greater protections for customers and for the Franchising Authority (the City). For example, in the CCUA standards the section on treatment of property requires that property be restored within a specified timeframe of 7 days. The 1994 standards fail to address this.
- The CCUA standards are stronger in regard to provisions related to services to be provided to customers with disabilities in compliance with the Americans With Disabilities Act.
- The CCUA standards contain more protections related to customer privacy.
- The CCUA standards contain privacy reporting requirements which are more robust than those within the 1994 standards.
- The complaint procedures in the CCUA standards contain additional protections for the customer.
- The CCUA standards include helpful references to applicable federal regulations.
- The CCUA standards account for changes in technology. For example, the section on accessibility requires the cable operator to implement and promote “self-help” such as automated bill payments over the phone.

Please let me know if you have follow-up questions or would like additional information about the differences between these two (2) sets of customer service standards to govern cable operators.



Comcast Cable Communications, Inc.

October 9, 2003

Cheryl Kuechenmeister  
City Manager  
City of Cherry Hills Village  
2450 E. Quincy Ave.  
Cherry Hills Village, Colorado 80110

RE: Cable Television Franchise Agreement between the City of Cherry Hills Village and Comcast of Colorado X, LLC, effective February 23, 2002.

Dear Ms. Kuechenmeister:

Comcast of Colorado X, LLC, locally known as Comcast, has appreciated the opportunity to serve the City of Cherry Hills Village and its residents over the years. Our records indicate that the term of the referenced Franchise Agreement is due to expire on February 22, 2012, unless extended sooner as provided for in the Franchise Agreement.

Comcast is committed to providing reliable and quality cable television service to our customers in the City of Cherry Hills Village. The referenced Franchise Agreement under which we currently operate provides in Section 2.2 for a seven-year extension of the Franchise term provided the Grantee completes a digital upgrade of the Cable System within two years of the Effective Date of the Agreement.

The purpose of this letter is to inform you that Comcast has completed the upgrade of its cable system in Cherry Hills Village. We have met the upgrade requirements set forth in Section 11.1 of the Franchise. Therefore, Comcast has met the requirement of Section 2.2 for the seven-year extension of the Franchise term.

Therefore, Comcast hereby notifies the City of Cherry Hills Village of the completion of the Upgrade, and its option to extend the term of the Franchise for an additional seven years to and including February 22, 2019.

As stipulated in Section 11.1 of the referenced Franchise Agreement, the City of Cherry Hills Village has up to one (1) year from receipt of this notice to review the sweep analysis records kept by the Grantee which verify the completion of the Cable System bandwidth expansion, and to complete such technical inspections as may be reasonably necessary to verify that the other components of the Upgrade are complete. If the City fails to verify the completion of the Upgrade in writing to Grantee within this time period, the City's verification will be deemed, and the Franchise term will be automatically extended pursuant to Section 2.2 of the Franchise Agreement.

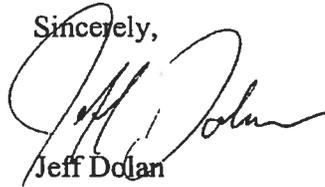
Cheryl Kuechenmeister, City of Cherry Hills Village  
October 9, 2003  
Page 2

In addition, pursuant to Section 11.1 and Section 9.2 of the Franchise Agreement, the City of Cherry Hills Village shall waive its right to receive any PEG fees for the remaining life of the Franchise beyond the Initial Capital Contribution already paid to the City by Comcast.

Comcast is dedicated to connecting its customers in the City of Cherry Hills Village to what is important in their lives. I look forward to working closely with you to ensure that your constituents can always depend on our service.

Please do not hesitate to call me at (303) 603-5014 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Dolan", written over a white background.

Jeff Dolan

Senior Manager of Government Affairs

cc: Kevin Louis, City of Cherry Hills Village  
Mary White, Comcast  
Dan Blakeman, Comcast

**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: 9d(i)-(vi)

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** EMILY KROPF, SPECIAL PROJECTS COORDINATOR

**SUBJECT:** RESOLUTIONS 17–22, SERIES 2015; ADOPTING NEW CITY POLICIES

**DATE:** APRIL 21, 2015

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**ISSUE:**

Should the City Council approve Resolutions 17–22, Series 2015, adopting several new policies?

**BACKGROUND:**

During the 2014 City Council retreat, staff was asked to compile a comprehensive list of policies that have been previously approved by City Council. Based on a review of minutes from the 1960's to present, staff has created a list of policies to rescind, update or adopt.

In staff's review, it was noted that certain topics had not been previously addressed through written policy. Staff is proposing several new policies or major revisions to existing policies to address these outstanding issues. The list of City Council policies that will remain in effect if all updated or new policies are approved is included as Exhibit A. Staff recommends that the following policies be adopted:

1. Purchasing Policy (Exhibit B) – This policy was updated to change the purchase amount requiring City Council authorization to \$25,000 in accordance with the Municipal Code. Department Directors are also no longer required to notify the Finance Department if they spend more than \$1,000 because the Finance Director reviews the Payment Report after each Accounts Payable check run.
2. Utility Undergrounding Policy (Exhibit C) – The existing cost-sharing policy for utility undergrounding was replaced with new information and guidelines as drafted by staff and the Utility Line Undergrounding Study Committee.

**CHERRY HILLS VILLAGE**  
**COLORADO**

3. Check Controls Policy (Exhibit D) – This policy was drafted to replace the 1998 Check Signing Policy that could not be located. Staff modeled this policy after what other Cities have in place to include more than just who signs the checks, but also what approval and information is needed to have a check issued and retention information for check registers.
4. Council Member Attendance at Commission Meetings Policy (Exhibit E) – This policy was drafted to replace a section of the existing City Council Liaison Program. Additional information was added.
5. Candidate Forum Policy (Exhibit F) – This policy replaced the existing Elections Issues Public Comment Policy. It was drafted to clarify the City’s position that, in order to comply with State regulations regarding the use of public funds during elections, the City will not be involved with any campaign, debate, forum or other candidate activities.
6. Fund Balance/Finance Reserve Policy (Exhibit G) – This policy was updated to add the Capital Fund to the existing Fund Balance Policy. In addition, reserve requirements were added for all funds.

**RECOMMENDED MOTIONS:**

“I move to approve Resolution 17, Series 2015, updating the Purchasing Policy as proposed in Exhibit B of the April 21, 2015 staff memorandum.”

“I move to approve Resolution 18, Series 2015, adopting a Utility Undergrounding Policy as proposed in Exhibit C of the April 21, 2015 staff memorandum.”

“I move to approve Resolution 19, Series 2015, adopting a Check Controls Policy as proposed in Exhibit D of the April 21, 2015 staff memorandum.”

“I move to approve Resolution 20, Series 2015, adopting a Council Member Attendance at Commission Meetings Policy as proposed in Exhibit E of the April 21, 2015 staff memorandum.”

“I move to approve Resolution 21, Series 2015, adopting a Candidate Forum Policy as proposed in Exhibit F of the April 21, 2015 staff memorandum.”

“I move to approve Resolution 22, Series 2015, adopting a Fund Balance/Finance Reserve Policy as proposed in Exhibit G of the April 21, 2015 staff memorandum.”

**ATTACHMENTS:**

Exhibit A: Council Policy Log

Exhibit B: Resolution 17, Series 2015

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**COLORADO**

Exhibit C: Resolution 18, Series 2015

Exhibit D: Resolution 19, Series 2015

Exhibit E: Resolution 20, Series 2015

Exhibit F: Resolution 21, Series 2015

Exhibit G: Resolution 22, Series 2015

Document	Policy Log				
Author	City of Cherry Hills Village				
Revision History					
<i>*All policies are to be reviewed by staff on annual basis</i>					
Policy #	Review Date	Policy Title	Department	Revision	Notes
1	3/3/2015	Customer Service Standards for Cable Television Permits	Community Development	1994 GMTC standards to be replaced by 2013 CCUA standards	Policy to be reviewed by City Council
2	3/3/2015	Utility Undergrounding Policy	Public Works	New policy drafted & reviewed by ULUSC	Policy to be reviewed by City Council
3	3/3/2015	Right-of-Way Snow Removal Policy	Public Works	N/A	
4	3/3/2015	Cost-Sharing Program for Drainage Improvements	Public Works	N/A	
5	3/18/2015	Check Controls Policy	Admin/Finance	New policy	Policy to be reviewed by City Council
6	3/3/2015	Council Member Attendance at Commission Meetings	Community Development	New policy	Policy to be reviewed by City Council
7	3/3/2015	Traffic Calming Policy	Public Works	N/A	
8	3/3/2015	Communication Policy	Admin/Finance	Social media sites added & more concise language	Policy to be reviewed by City Council
9	3/3/2015	Mission Statement and Goals	Admin/Finance	Pending	Statement/goals to be reviewed by Council at retreat
10	3/3/2015	Bench Donations and Dedications Policy	Public Works	N/A	
11	3/24/2015	Investment Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
12	3/3/2015	Red Flag Policy and Identity Theft Prevention Policy	Admin/Finance	N/A	
13	3/3/2015	Fund Balance/Finance Reserve Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
14	3/3/2015	Street Paving Policy	Public Works	N/A	
15	3/3/2015	Elected Official Email Policy	Admin/Finance	N/A	
16	3/3/2015	Recreation Reimbursement Program	Public Works	N/A	
17	3/3/2015	Donation Policy	Admin/Finance	N/A	
18	3/3/2015	Social Media and Networking Sites Policy for City Sites	Admin/Finance	N/A	
19	3/3/2015	Weed Management Policy	Public Works	N/A	
20	3/3/2015	Art Display Policy	Admin/Finance	N/A	
21	3/3/2015	Board, Commission and Committee Recruitment, Approval and Removal Policy	Admin/Finance	N/A	
22	3/3/2015	City Council Rules of Procedure	Admin/Finance	Regular meeting in December moved to Weds	Policy to be reviewed by City Council

**\*All policies are to be reviewed by staff on annual basis**

				Categories/ responsibilities of assignments added	
23	3/3/2015	City Council Liaison Program	Admin/Finance		Policy to be reviewed by City Council
24	3/3/2015	Master Plan	Community Development	Pending	Currently being reviewed by P&Z
25	3/3/2015	Purchasing Policy	Admin/Finance	Updated policy	Policy to be reviewed by City Council
26	3/3/2015	Open Space Implementation Policy	Public Works	Pending	To be assigned to PTRC by City Council
27	3/3/2015	Street Right-of-Way Policies for Water Lines	Public Works	N/A	Required per Denver Water
28	3/4/2015	Water and Sewer Consolidation Procedures	Public Works	Policy to be updated	
29	3/3/2015	Coyote Management Plan	Police	N/A	
30	3/3/2015	Emergency Operations Plan	Admin/Finance	N/A	
31	3/3/2015	Snow and Ice Control Operations Plan	Public Works	N/A	
32	3/19/2015	Candidate Forum Policy	Admin/Finance	New policy	Policy to be reviewed by City Council
33	4/15/2015	Traffic Management Plan	Public Works	N/A	

RESOLUTION NO.17  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE,  
AMENDING AND RESTATING THE CITY'S PURCHASING POLICY**

WHEREAS, the City Council of the City of Cherry Hills Village is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, the City Council is authorized to control the finances and property of the City in accordance with C.R.S. § 31-15-302 and its home rule charter; and

WHEREAS, the City Council previously adopted a purchasing policy to provide guidance with respect to city expenditures and purchasing matters of the City; and

WHEREAS, the City staff has recommended changes to the purchasing policy and the City Council therefore desires to amend and restate the purchasing policy as presented in this Resolution.

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

**Section 1.** The City Council hereby amends and restates the City Purchasing Policy as more fully set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policy's adoption in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A  
PURCHASING POLICY**

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**PURCHASING POLICY**

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Introduction

**Purpose**

The purpose of this policy is to provide guidance to Cherry Hills Village City staff and City Council in an effort to set forth a prudent system and standard of integrity when purchasing supplies, services, materials and equipment on behalf of the City; which would maximize the purchasing value of public funds, provide for timely purchases and follow common sense and good business practices.

**Objectives**

It shall be the objective of the department making the purchase to procure from reliable vendor's supplies, services, materials and equipment of the best quality, for use at the required time and at the best possible price. When price, cost of procurement, quality and availability are comparable, priority shall be given to local vendors. This objective shall be achieved by following General Procedures, which are applicable to all purchases in either the Specific Procedures for General Fund or the Specific Procedures for Other Fund Expenditures.

General Procedures

**Conflict of interest**

Section 3.4 of the Cherry Hills Village City Charter states "No member of the Council shall have any direct financial interest in any contract with the City".

**Spending authority**

Cherry Hills Village assigns responsibility of the purchasing function to the Finance Director's office and utilizes a system of purchasing in which purchasing authority and responsibility is designated to Department Directors. The Finance Director is charged with monitoring purchases, establishing a purchasing system and providing assistance to departments making purchases. Unless otherwise noted in this policy, no employee may purchase any good or service unless such person is designated by the Department Director, Finance Director or City Manager.

**Code of ethics**

All employees engaged in purchasing products or services on behalf of Cherry Hills Village shall ensure that all organizations are afforded equal opportunity to compete and are bound by the code of ethics as outlined in Chapter 2, Article 9 of the Cherry Hills Village Municipal Code.

**Unauthorized purchasing actions**

The following purchase actions are unauthorized and violate the Cherry Hills Village Purchasing Policy:

- The use of public funds to purchase goods and services for personal use or gain either with or without later reimbursement.
- Splitting larger purchases into smaller amounts to circumvent the Purchasing Policy guidelines.
- Directing a contractor to proceed without a fully executed or authorized contract.
- The acquisition of traveler's checks, cashier's checks or the utilization of ATM machines.

### **Tax exempt status**

The City of Cherry Hills Village qualifies as a tax-exempt organization under the State of Colorado. Employees are encouraged to avoid paying sales tax when purchasing on behalf of the City, whether it is by cash, purchase card or check. The City's tax-exempt number, which is available from the Finance Department, should be given to the vendor before the sale is completed.

### **Tax reporting**

All vendors must complete a Request for Taxpayer Identification Number and Certification W-9 form prior to conducting business with the City of Cherry Hills Village. A completed W-9 is only required once from each vendor unless its business information changes. It is the responsibility of the employee making the purchase to request a completed W-9 form from the vendor in order for the Finance Department to issue payment.

### **Financial Director notification for cash flow**

The Finance Director shall review all Accounts Payable Payment Approval Reports and the Check Register after every check run is processed. This will assist the city in cash flow management and investment programs.

### **Emergency purchases**

The City of Cherry Hills Village is subject to unforeseen emergencies which could require a substantial outlay of City funds immediately. Such emergencies could include floods, explosions, civil disturbances, falling aircraft, fire, major drainage disorders and other civil disasters affecting the lives and safety of the residents and/or employees of the City.

In such cases of emergencies which require the immediate purchase of non-appropriated supplies or services to avoid the loss of life, property or detriment to the community, the City Manager or designated Department Director has the authority to authorize immediate expenditure of City funds without a competitive bidding process, regardless of the amount. The City Manager or designated Department Director shall obtain verbal approval from the Mayor, or in his/her absence, the Mayor Pro-Tem prior to initiating non-appropriated emergency purchases or services in excess of \$100,000. Immediately following the purchase, a written report shall be made by the authorizing individual to the City Manager's office stating the nature of the emergency, the amount and type of expenditure(s). This report shall be distributed to the Mayor and City Council within seven (7) days of the emergency.

### **Exceptions**

Exceptions to these policies will be allowed only when requested in writing by the City Manager and approved by the City Council with a motion.

### **Contracts and records maintenance**

All original contracts and agreements shall be provided to the City Clerk for maintenance with the City records.

### Specific Procedures for General Fund Expenditures

#### **Purchases under \$2,000**

The responsibility and authority for purchasing transactions and negotiations of purchases under \$2,000 rests with the Department Director functioning under the general direction of the City Manager. Employees are encouraged to obtain the lowest and/or best price for items or services and, when applicable, utilize comparative pricing via verbal or informal methods. Periodic checks should be made on these purchases to be certain they are secured according to the Purchasing Objectives.

#### **Purchases over \$2,000 but under \$10,000**

The Department Director or other designated party responsible for a budgetary account shall obtain quotations prior to the purchase from more than one source for all purchases over \$2,000 but under \$10,000. Material purchases which are on a volume basis (i.e. gallons, tons) and utilized throughout the year (i.e. asphalt, road base and gasoline) shall be subject to an annual quotation only. Single source purchases (i.e. gas and electricity) are acceptable if approved by the City Manager. The Department Director shall recommend to the City Manager the vendor believed to be the most qualified on the basis of the purchasing objectives listed above. The City Manager, along with the Department Director, shall make the final purchasing decision.

#### **Purchases over \$10,000 but under \$25,000**

All purchases over \$10,000 but under \$25,000 should be awarded on the basis of competitive bids. The Department Director or other designated party responsible for a budgetary account shall solicit quotations prior to the purchase from more than one source. The Department Director shall recommend to the City Manager the vendor believed to be the most qualified on the basis of the purchasing objectives listed above. The City Manager, along with the Department Director, shall make the final purchasing decision.

#### **Purchases over \$25,000**

All purchases over \$25,000 should be awarded on the basis of formal bids or proposals. The following policy shall govern obtaining bids or proposals:

1. Prior approval from City Council to initiate competitive purchasing procedures or purchases for any item approved in the adopted annual City budget is not required.
2. Three (3) or more formal bids or proposals shall be obtained. If three (3) bids or proposals cannot be secured, a lesser number may be obtained; however, a written explanation must accompany the bid documents and be approved by the City Manager.
3. Colorado State bid prices and purchases may be used in lieu of competitive or other purchasing procedures when in the best interest of the City.
4. A Notice of Invitation for Bid shall be prepared by the Department Director and inserted by the City Clerk or other designated employee in the newspaper utilized by the City of Cherry Hills Village for its legal advertising. Such notice shall include the following information:
  - a. The Department Director that is responsible for the bid.
  - b. The location where bids will be received.

- c. The location where bids will be opened.
  - d. A statement that the Cherry Hills Village reserves the right to reject any or all bids.
  - e. A statement that written specifications are available from the Department Director upon request.
5. The City of Cherry Hills Village reserves the right to reject any or all bids, parts of bids or bids for any one or more supplies or contractual services included in the proposed contract when in the best interest of the City. Bids shall be evaluated and awarded to the bid that best meets the City's needs and requirements. Each bid, with the name of the bidder, shall be entered on the record and preserved for a period of seven (7) years for accepted bids and three (3) years for unaccepted bids for all inspection and maintained by the City Clerk with the City records.
  6. The Department Director shall itemize all bids or proposals and, along with the appropriate City consultant(s), prepare a report for the City Manager summarizing the bids or proposals received and make a recommendation for award in accordance with the Purchasing Objectives.
  7. The City Manager shall approve all General Fund bids in excess of \$25,000.
  8. The City Council may approve a purchase in the open market under any one of the following circumstances:
    - a. Inadequate or absence of bids through the normal process.
    - b. Single source suppliers for specialized or unique equipment, products or services.
    - c. Acceleration of delivery date when time is a major factor and it is in the City's best interest to shorten the delivery date.

**Exceptions requiring City Council approval**

Exceptions that require City Council approval shall include the following:

1. Non-budgeted transactions over \$10,000.
2. Budgeted purchases over \$25,000 and/or 10% over the budgeted amount.

Specific Procedures for Other Fund Expenditures

**Purchases under \$10,000**

Other Fund expenditures under \$10,000 shall follow the same purchasing policy that is outlined for purchases under \$2,000 in the Specific Procedures for the General Fund.

**Purchases over \$10,000 but under \$25,000**

Other Fund expenditures over \$10,000 but under \$25,000 should be awarded on the basis of competitive bids. The Department Director or other designated party responsible for a budgetary account shall solicit quotations prior to the purchase from more than one source. The Department Director shall recommend to the City Manager the vendor believed to be the most qualified on the basis of the purchasing objectives listed above. The City Manager, along with the Department Director, shall make the final purchasing decision.

**Purchases over \$25,000**

Other Fund expenditures in excess of \$25,000, with the exception of work performed directly by City employees, shall be contracted utilizing the procedure outlined below:

1. All City/Contractor relationships will be centralized into one responsible party for each entity. The responsible Department Director shall serve this function on behalf of the City of Cherry Hills Village.
2. When plans and specifications approach completion, the Department Director or designated employee must be supplied with the following information so that he may advertise the project in the newspaper utilized by the City of Cherry Hills Village for its legal advertising within at least twenty (20) days prior to the proposed bid opening date:
  - a. Name, description and location of the project.
  - b. Source of funds (i.e. City, State, Federal and/or Special District).
  - c. Desired bid opening date and time.
3. Colorado State bid prices and purchases may be used in lieu of competitive purchasing procedures when in the best interest of the City.
4. The Department Director will receive all sealed bid proposals prior to the established bid opening time. All bids received after the specified time and date will be rejected by the City.
5. The Department Director shall itemize all bids and, along with the appropriate City consultant(s), prepare a report for the City Manager summarizing the bids received and make a recommendation for award in accordance with the Purchasing Objectives.

#### **Exceptions requiring City Council approval**

Exceptions that require City Council approval shall include the following:

1. Non-budgeted transactions over \$10,000.
2. Budgeted purchases over \$25,000 and/or 10% over the budgeted amount.

#### **Acquisition Methods**

##### **Petty cash**

Petty cash procedures shall be established by the Finance Director or other designated employee. Petty cash must be kept in a locked safe, locked cash box or secure location at all times and only the assigned Administrative staff shall be allowed access to the petty cash funds. Petty cash transactions shall not exceed \$50 and must be approved by the appropriate Department Director. The Administrative staff is responsible for ensuring that the cash given to the requesting employee exactly matches the Petty Cash Authorization form signed by the Department Director. To obtain an advance from petty cash, employees must complete the Petty Cash Authorization form, and have it signed by the appropriate Department Director. The form will be kept inside the locked cash register until the employee returns with the original vendor receipt and any excess cash received from the advance. The Administrative staff shall ensure that the excess cash received exactly matches the vendor receipt provided by the employee.

In cases of reimbursement requests that are more than \$50, the employee shall submit a completed Expense Reimbursement form, signed by the appropriate Department Director, along with original itemized receipts. Upon receiving the Expense Reimbursement form and itemized receipts, the Accounting Clerk shall provide reimbursement on the next scheduled check-run.

##### **Purchasing card**

Please refer to the Wells Fargo Commercial Card Program Policy for more information regarding purchasing card rights and responsibilities.

**Check request**

A check request shall be used for purchases which are not applicable to the use of petty cash or purchasing cards. All check request transactions shall be supported via a vendor-issued invoice or original itemized receipt. The Finance Director and/or City Manager shall perform a final review of all processed check request transactions to ensure compliance with the policies.

RESOLUTION NO.18  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE,  
ADOPTING THE CITY’S UTILITY UNDERGROUNDING POLICY**

WHEREAS, the City Council of the City of Cherry Hills Village is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, in conjunction with City staff, the City’s Utility Line Undergrounding Study Committee has recommended guidelines for undergrounding of utility lines in the City; and

WHEREAS, the City Council desires to adopt the attached Utility Undergrounding Policy as set forth in Exhibit A.

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

**Section 1.** The City Council hereby adopts the City’s Utility Undergrounding Policy as more fully set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policy’s adoption in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A**  
**UTILITY UNDERGROUNDING POLICY**

**Utility Undergrounding Policy**

The City Council of Cherry Hills Village finds that the undergrounding of utilities on certain streets within the City has many public benefits and enhances the quality of life within the Village through a renewed sense of openness and connection with the natural environment. The Cherry Hills Village Master Plan states that overhead facilities often result in power outages and disruptions and disturbance of scenic views. Undergrounding improves the efficiency of the utilities system and aesthetics of the community.

The City Council of Cherry Hills Village adopts the following guidelines for the undergrounding of utility lines within Cherry Hills Village;

1. The City will fully fund all costs associated with utility undergrounding within the public right-of-way for all projects that are initiated by the City.
2. When a City-initiated project results in utilities within the public right-of-way being buried for broad public benefit, the cost or partial cost to underground private service lines may be paid for with public funds under the following circumstances:
  - The project has been initiated by the City;
  - The project is for the enhancement or betterment of the scenic and rural character;
  - Private aboveground service lines inhibit the ability of the City to remove all poles in the project area; and
  - Physical conditions on the private property allow utilities to be buried without significant change to any physical structures or topography.

The City will enter into discussions with affected property owners regarding the option to underground certain secondary poles and service lines on private property that enhance the overall result of the utility line removal project as determined by City Council.

If a resident does not agree to have his or her utilities buried, any necessary poles will be located in a manner that is the least obtrusive to the view corridor being enhanced by the project. In cases where there are easements on private property that are for the express use of any public utility, the poles and/or related infrastructure will be placed within these easements on the property.

3. Power lines that are located in an easement outside of the public right-of-way will not be buried using public funds for citizen-initiated projects. The City will provide assistance under the following circumstances:
  - The City will support the formation of Special Improvement Districts (SID's) or Local Improvement Districts (LID's) in a limited capacity;

- 
- All costs associated with the formation of these districts must be paid for by the participants;
  - The City will assist in the coordination and collection of taxes once a district is legally formed;
  - If a portion of a citizen-initiated project does fall within the public right-of-way, City Council may choose to participate through the use of a portion of Xcel 1% funds that are allocated for this purpose; and
  - The City may pay up to 50% or a maximum of \$500 of the cost per household to bury private utilities with prior approval by City Council.

RESOLUTION NO. 19  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE,  
ADOPTING THE CITY'S CHECK CONTROLS POLICY**

WHEREAS, the City Council of the City of Cherry Hills Village is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, the City Council is authorized to control the finances and property of the City in accordance with C.R.S. § 31-15-302 and its home rule charter; and

WHEREAS, upon City staff's recommendation, the City Council desires to adopt a check controls policy as presented in this Resolution.

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

**Section 1.** The City Council hereby adopts the City's Check Controls Policy as more fully set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policy's adoption in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A**  
**CHECK CONTROLS POLICY**

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**CHECK CONTROLS POLICY**

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The City of Cherry Hills Village will follow these policies related to check controls and the signing of checks.

1. Payment Discounts – The City will take advantage, when possible, of payment discounts to reduce expenditures when the rate offered is less than the rate of investment income the City is earning on cash.
2. Check Requirements - In most cases, staff will be required to complete the following steps to obtain a check:
  - a. Budget – Adequate budget funds must exist before staff considers a purchase.
  - b. Department Approval – All invoices must have a signature of approval by the department that received the items/service as acceptable.
  - c. Coding – All invoices must have a vendor number and budget account to which the item(s) will be charged against.
  - d. Invoices – All invoices will be given to the Accounting Clerk for entry into the accounting system.
3. Check Signatures – Two signatures are required on all checks. One signature will be from the City Manager and the other from an approved Department Director. Electronic signatures are acceptable so long as the Payment Approval Report has been reviewed and signed by those whose signatures appear on the checks and/or the Finance Director.
4. Distribution of Checks – Checks will be mailed following the signing of the Payment Approval Report.
5. Check Register – The check registers will be available for review at any time by the City Council and/or the Public for up to seven years (in accordance with the Colorado Municipal Records Retention Schedule) following the issue of payment.

RESOLUTION NO.20  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE,  
ADOPTING THE CITY’S COUNCIL MEMBER ATTENDANCE AT COMMISSION MEETINGS  
POLICY**

WHEREAS, the City Council of the City of Cherry Hills Village is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, the City Council is further authorized to adopt rules and policies governing its members; and

WHEREAS, the City Council desires to adopt a policy governing individual Council member’s attendance at meetings of the City’s commissions as presented in this Resolution.

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

**Section 1.** The City Council hereby adopts the City’s Council Member Attendance at Commission Meetings Policy as more fully set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policy’s adoption in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A**  
**COUNCIL MEMBER ATTENDANCE AT COMMISSION MEETINGS POLICY**

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**COUNCIL MEMBER ATTENDANCE AT COMMISSION MEETINGS**

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The following policy concerning the attendance of Council Members at Commission meetings has been established by the City Council of the City of Cherry Hills Village. Council Members are discouraged from attending meetings of the Planning and Zoning Commission in which quasi-judicial matters are to be discussed as Council Members may be asked to make a decision regarding the same issue at a hearing before the City Council. Council Members may attend meetings or any portion of meetings of the Planning and Zoning Commission in which legislative or other non-quasi-judicial matters are to be reviewed. If a Council Member chooses to make a public comment, however, he or she should clearly state that the Council Member is speaking as a private citizen and not as a representative of the City Council or the City. Council Members are also discouraged from attending meetings or any portion of meetings of the Parks, Trails and Recreation Commission in which a quasi-judicial matter such as an expanded use permit or subdivision proposal is being discussed as Council Members may be asked to make a decision regarding the request at a hearing before the City Council.

RESOLUTION NO. 21  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE,  
ADOPTING THE CITY'S CANDIDATE FORUM POLICY**

WHEREAS, the City Council of the City of Cherry Hills Village is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, the City Council desires to adopt a policy in compliance with the Fair Campaign Practices Act (Article 45 of Title 1 of the Colorado Revised Statutes) governing use of City facilities, finances or resources on election campaign matters.

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

**Section 1.** The City Council hereby adopts the City's Candidate Forum Policy as more fully set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policy's adoption in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

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**EXHIBIT A  
CANDIDATE FORUM POLICY**

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**Candidate Forum Policy**

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**ADMINISTRATIVE POLICY**

Cherry Hills Village does not contribute, directly or indirectly, to any campaign involving the nomination, retention, or election of any person to any public office. The Village does not sponsor debates, forums, or other candidate activities that would require the payment of Village funds, expenditure of staff time, or use of Village facilities. Notwithstanding the foregoing, the Village will provide information to, and answer questions from, potential and announced candidates for office, and provide information to Village residents about the time, place, and manner of Village elections.

RESOLUTION NO. 22  
SERIES OF 2015

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE,  
ADOPTING THE CITY'S FUND BALANCE/FINANCE RESERVE POLICY**

WHEREAS, the City Council of the City of Cherry Hills Village is authorized under its home rule charter and pursuant to its general municipal powers to adopt policies and procedures in furtherance of its municipal functions and authority; and

WHEREAS, the City Council is authorized to control the finances and property of the City in accordance with C.R.S. § 31-15-302 and its home rule charter; and

WHEREAS, the City Council desires to adopt a policy related to the City's fund balances/finance reserve as presented in this Resolution.

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

**Section 1.** The City Council hereby adopts the City's Fund Balance/Finance Reserve Policy as more fully set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.** This Resolution shall be effective immediately upon adoption, and City Staff is directed to take steps necessary to document the foregoing policy's adoption in a policy log maintained in the office of the City Clerk.

Introduced, passed and adopted at the  
regular meeting of City Council this 21<sup>st</sup> day  
of April, 2015, by a vote of \_\_\_ yes and \_\_\_ no.

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda C. Michow, City Attorney

(SEAL)

**EXHIBIT A**  
**FUND BALANCE/FINANCE RESERVE POLICY**

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**FUND BALANCE/RESERVE POLICY**

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The City of Cherry Hills Village recognizes the importance of maintaining an appropriate level of Undesignated Fund Balance to provide the required resources to meet operating needs and to allow for unforeseen needs of an emergency nature. After evaluating the City's operating characteristics, tax base, non-tax revenue sources, capital needs, local and economic outlooks, emergency and disaster risk and other contingent issues the City establishes the following policy regarding the Undesignated Fund Balances and Reserves for the City of Cherry Hills Village.

**I. Purpose**

To establish a Fund Balance/Reserve policy tailored to the needs of the City to ensure against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure the City maintains adequate Fund Balance and Reserves to: 1) provide sufficient cash flow for daily financial needs, 2) offset significant economic downturns or revenue shortfalls, and 3) provide for unforeseen expenditures related to emergencies.

**II. Definitions**

**Emergency Reserve** – an additional reserve to provide for unforeseen reductions in revenues in the current year, or expenditures that are greater than the current year revenues.

**Fund Balance** – the cumulative difference of all revenues and expenditures.

**Reserved Fund Balance** – portion of the Fund Balance that is legally restricted to a specific use or otherwise not available for appropriation or expenditures.

**Unreserved Fund Balance** – a measure of how much Fund Balance is left over at the end of the current year which can be used for the subsequent year's budget.

**III. Policy**

It is the policy of the City Council to ensure the fiscal health of the community against unforeseen circumstances by maintaining Fund Balances and Emergency Reserves at sufficient levels for operations to continue. Use of excess Fund Balance is intended only for one-time or non-recurring expenditures. Find below the Council's approved Fund Balance/Reserve Policy for each fund of the City of Cherry Hills Village.

**IV. Fund Balance and Emergency Reserve Goals**

**A. General Fund** – In the General Fund, there shall be maintained an Unreserved Fund Balance equivalent to a minimum of six months of the current year's expenditures less capital outlay and transfers out budgeted for the fund. For purposes of this calculation, the expenditures shall be the budget as originally adopted by ordinance in December for the subsequent budget year. In addition, the City Council has determined that additional reserves be established in the General Fund to provide for unforeseen reductions in revenues in the current year, or expenditures that are greater than the current year revenues. The minimum reserve amount should be 10% of approved General Fund operating expenditures.

**B. Conservation Trust Fund** – This fund is a special revenue fund created to account for the proceeds of specific revenue sources that are legally restricted for specified expenditure purposes. No specific Fund Balance or reservation of Fund Balance is created by virtue of enactment of this policy. The amount of any reservation of Fund Balance shall be governed by the legal authority underlying the creation of this fund.

**C. Catherine H. Anderson Land Donation Fund** – This fund was created to account for resources designated to foster and encourage the preservation of natural open space through financial assistance to residents interested in preserving Village natural areas, but may also be used by the Council for park-related purposes. No specific requirement is established for this fund. However, at a minimum, the year end Reserved Fund Balance, and estimated revenues for the ensuing year must be sufficient to meet all outstanding fund encumbrances.

**D. SID #7 Bond Fund** – Debt service funds are subject to the creation of very specific reserve amounts as part of the ordinance which authorizes the issuance of the bonds. This policy does not create any specific reservation of Fund Balance for this fund. Reserve requirements for any outstanding bond issue will be consistent with the ordinance authorizing the issuance of the bonds.

**E. Arapahoe County Open Space Fund** - This fund is a special revenue fund created to account for the proceeds of specific revenue sources that are legally restricted to be expended for specified purposes. No specific Fund Balance or reservation of Fund Balance is created by virtue of enactment of this policy. The amount of any reservation of Fund Balance shall be governed by the legal authority underlying the creation of this fund.

**F. Water and Sewer Fund** – This fund is a special revenue fund created to account for all revenue and expenses associated with the consolidation of water and sewer utilities coming under the auspices of the City. No specific Fund Balance or reservation of Fund Balance is created by virtue of enactment of this policy.

**G. Parks and Recreation Fund** – There shall be maintained an Unreserved Fund Balance equivalent to a minimum of three months of current year expenditures less capital outlay and transfers out budgeted for the fund. In addition, there shall be maintained a 3% of operating expenditures as an Emergency Reserve.

**H. Capital Fund** – The Capital Fund was established to separately track and fund the costs of capital assets for the City. No specific Fund Balance or reservation of Fund Balance is created by virtue of enactment of this policy.

**V. Utilization of Minimum Reserves**

Appropriation from the minimum Unreserved Fund Balance shall require the approval of the City Council and shall be only for one-time expenditures and not for ongoing expenditures unless a viable revenue plan designated to sustain the expenditures is simultaneously adopted.

**VI. Replenishment of Minimum Fund Balance/Reserve Deficits**

If it is anticipated at the completion of any year that the projected or estimated amount of Unreserved Fund Balance will be less than the minimum requirement, then the City Manager shall prepare and submit in conjunction with the proposed budget a plan for the expenditure or expense reductions and/or revenue increases necessary to restore the minimum requirements in subsequent budget years.

**VII. Utilization of Surplus Reserves**

In the event that the Unreserved Fund Balance exceeds the minimum requirements, the excess may be utilized for any lawful purpose approved by the City Council. It is recommended that the first priority be given to utilizing the excess within the fund in which it was generated. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs.

**VIII. Annual Review**

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process.

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:9e

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MEMORANDUM

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** LAURA SMITH, CITY CLERK

**SUBJECT:** RESOLUTION 23, SERIES 2015; APPLICATION FOR A TRANSFER OF OWNERSHIP FOR A HOTEL AND RESTAURANT LIQUOR LICENSE AT 1400 EAST HAMPDEN AVENUE SUITE 100 FOR G4 ALLIANCE DBA SOUTH PHILLY CHEESE STEAK

**DATE:** APRIL 21, 2015

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**Issue**

Shall Council approve a transfer of ownership for a hotel and restaurant liquor license at 1400 E. Hampden Ave. Suite 100 from Libertybell Holding LLC DBA South Philly Cheese Steak, owned by John Pinelli, to G4 Alliance Inc. DBA South Philly Cheese Steak, owned by Michael Gelinas?

**Discussion**

A transfer of ownership does not require a public hearing and does not require that the applicants demonstrate the needs of the neighborhood or that they affirm that the licensed premise is 500 feet from the nearest school.

The application for transfer of ownership was submitted in full on March 30, 2015, including background information, business information, financial information, and state and city fees (see Exhibit B). Because G4 Alliance Inc. took possession of the property and business on April 1<sup>st</sup>, a temporary liquor permit was issued to them that is valid from March 30<sup>th</sup> to July 28<sup>th</sup>. This allows the store to continue operating under the new owners while the transfer of ownership is considered as provided by CRS § 12-47-303.

The application has been reviewed by the City Clerk, City Attorney, and Police Department (see Exhibit C). Because the applicant is not planning to change the premises at this time, review by the Community Development Department was not necessary.

**Recommendation**

Staff is satisfied that the application for a transfer of ownership is complete and that all requirements in Article II of the Municipal Code and Article 47 of the Colorado 3.2% Beer Code regarding transfers of ownership have been met. Staff recommends approval of a transfer of ownership for the hotel and restaurant liquor license for G4 Alliance Inc. DBA South Philly Cheese Steak contingent on payment of the City's annual occupation tax per Section 6-2-200 of the Municipal Code.

**Recommended Motion**

"I move to approve Resolution 23, Series 2015; A Resolution Approving the Application for a Transfer of Ownership for a Hotel and Restaurant Liquor License as Requested by G4 Alliance Inc. DBA South Philly Cheese Steak at 1400 East Hampden Avenue Suite 100 in the City of Cherry Hills Village."

**Attachments**

Exhibit A: Resolution 23, Series 2015

Exhibit B: Application for Transfer of Ownership;

Diagram of Licensed Premises;

Lease for 1400 E. Hampden Ave. Suite 110;

Consent of LLC Managers;

Certificate of Good Corporate Standing;

Articles of Incorporation;

Affidavit of Transfer and Statement of Compliance;

Individual History Records, Affidavits Concerning Criminal History, and Background Investigation Reports (CONFIDENTIAL).

RESOLUTION NO. 23  
SERIES OF 2015

INTRODUCED BY:  
SECONDED BY:

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CHERRY HILLS VILLAGE  
APPROVING THE APPLICATION FOR  
A TRANSFER OF OWNERSHIP FOR  
A HOTEL AND RESTAURANT LIQUOR LICENSE  
AS REQUESTED BY G4 ALLIANCE INC.  
DBA SOUTH PHILLY CHEESE STEAK  
AT 1400 EAST HAMPDEN AVENUE SUITE 100  
IN THE CITY OF CHERRY HILLS VILLAGE**

**WHEREAS**, the City Council of the City of Cherry Hills Village, Colorado, acting as Local Liquor Licensing Authority, has considered the application of G4 Alliance Inc. DBA South Philly Cheese Steak for a Transfer of Ownership of a Hotel and Restaurant Liquor License at 1400 East Hampden Avenue Suite 100, Cherry Hills Village, CO 80113; and,

**WHEREAS**, the Council, now being fully advised, is prepared to render a decision on said application.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cherry Hills Village, Colorado that:

Pursuant to the requirements set forth in Title 12, Article 46 and 47, C.R.S., and the City of Cherry Hills Village Municipal Code, the application by G4 Alliance Inc. DBA South Philly Cheese Steak for a Transfer of Ownership of a Hotel and Restaurant Liquor License at 1400 East Hampden Avenue Suite 100, Cherry Hills Village, CO 80113; be, and the same hereby, is approved **contingent on the following conditions being met:**

1. Payment of the City's \$1,000 liquor license occupation tax.

This Resolution shall be in full force and effect upon its passage and adoption.

Introduced, passed and adopted at the  
regular meeting of City Council this \_\_\_ day  
of \_\_\_\_\_, 20\_\_\_, by a vote of \_ yes and \_ no.

(SEAL)

\_\_\_\_\_  
Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Smith, City Clerk

\_\_\_\_\_  
Linda Michow, City Attorney

DR 8404 (12/30/14)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

## Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> • Local License Fee \$ <u>500.00</u>			
1. Applicant is applying as a/an <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>G4 Alliance, Inc.</u>			FEIN Number <u>47-2304264</u>
2a. Trade Name of Establishment (DBA) <u>South Philly Cheese Steaks</u>		State Sales Tax Number <u>50087162-0000</u>	Business Telephone <u>303-781-5657</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>1400 E. Hampden Ave. Suite #100</u>			
City <u>Cherry Hills Village</u>	County <u>Arapahoe</u>	State <u>CO</u>	ZIP Code <u>80113</u>
4. Mailing Address (Number and Street) <u>1400 E. Hampden Ave. Suite #100</u>		City or Town <u>Cherry Hills Village</u>	State <u>CO</u>
5. Email Address <u>G4allianceinc@gmail.com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <u>South Philly Cheese Steaks</u>		Present State License Number <u>4700679</u>	Present Class of License <u>Hotel &amp; Restaurant</u>
		Present Expiration Date <u>12/12/15</u>	
<b>Section A Nonrefundable Application Fees</b>		<b>Section B (Cont.) Liquor License Fees</b>	
<input type="checkbox"/> Application Fee for New License..... \$ 600.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review .... \$ 700.00 <input checked="" type="checkbox"/> Application Fee for Transfer ..... \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) ..... \$312.50 <input type="checkbox"/> Manager Registration - H & R ..... \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern ..... \$ 75.00 <input type="checkbox"/> Master File Location Fee ..... \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background ..... \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County)..... \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County)..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)..... \$500.00 <input type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County)..... \$312.50 <input type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County)..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00	
<b>Section B Liquor License Fees</b>			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex .....\$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County).....\$600.00			
Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant Information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
<b>II.</b>	<b>Diagram of the premises</b> <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input checked="" type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input checked="" type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
<b>IV.</b>	<b>Background Information and financial documents</b> <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor / husband and wife partnership</b> <input type="checkbox"/> A. Form DR4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (if wholly owned, designate a minimum of one person as Principal Officer of Parent)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing if organized more than two years <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
<b>IX.</b>	<b>Manager registration for hotel and restaurant, tavern licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (In Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Centre Point Properties</i>	Tenant <i>Tucker manion</i>	Expires <i>6/30/18</i>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Number of additional Optional Premise areas requested. (See license fee chart)		<i>NA</i>		
15. Liquor Licensed Drug Store applicants, answer the following:				
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.		<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation <i>NA</i>				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(c) How long has the club been incorporated?		<input type="checkbox"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record - DR 8404-I)				
Last Name of Manager <i>Belinas</i>	First Name of Manager <i>Michael</i>	Date of Birth <i>2/16/72</i>		
18b. Does this manager acts as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Type of License <i>NA</i>	Account Number <i>NA</i>			
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes, provide an explanation and include copies of any payment agreements.				

20. \*\*If applicant is a corporation, partnership, association or limited liability company, applicant must list all officers, directors, general partners, and managing members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% of more in the applicant. All persons listed below must also attach form DR8404-I (Individual History Record), and submit fingerprint cards to their local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Michael Gelinas	4575 S. Washington St.	2/16/23	Owner	100
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

\*\* Limited Liability Companies and Partnerships - 100% of ownership must be accounted for on question #20  
 \*\* Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature Michael Gelinas	Printed Name and Title Michael Gelinas	Date 3/30/15
---	---	-----------------

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date \_\_\_\_\_
- Will conduct inspection upon approval of state licensing authority

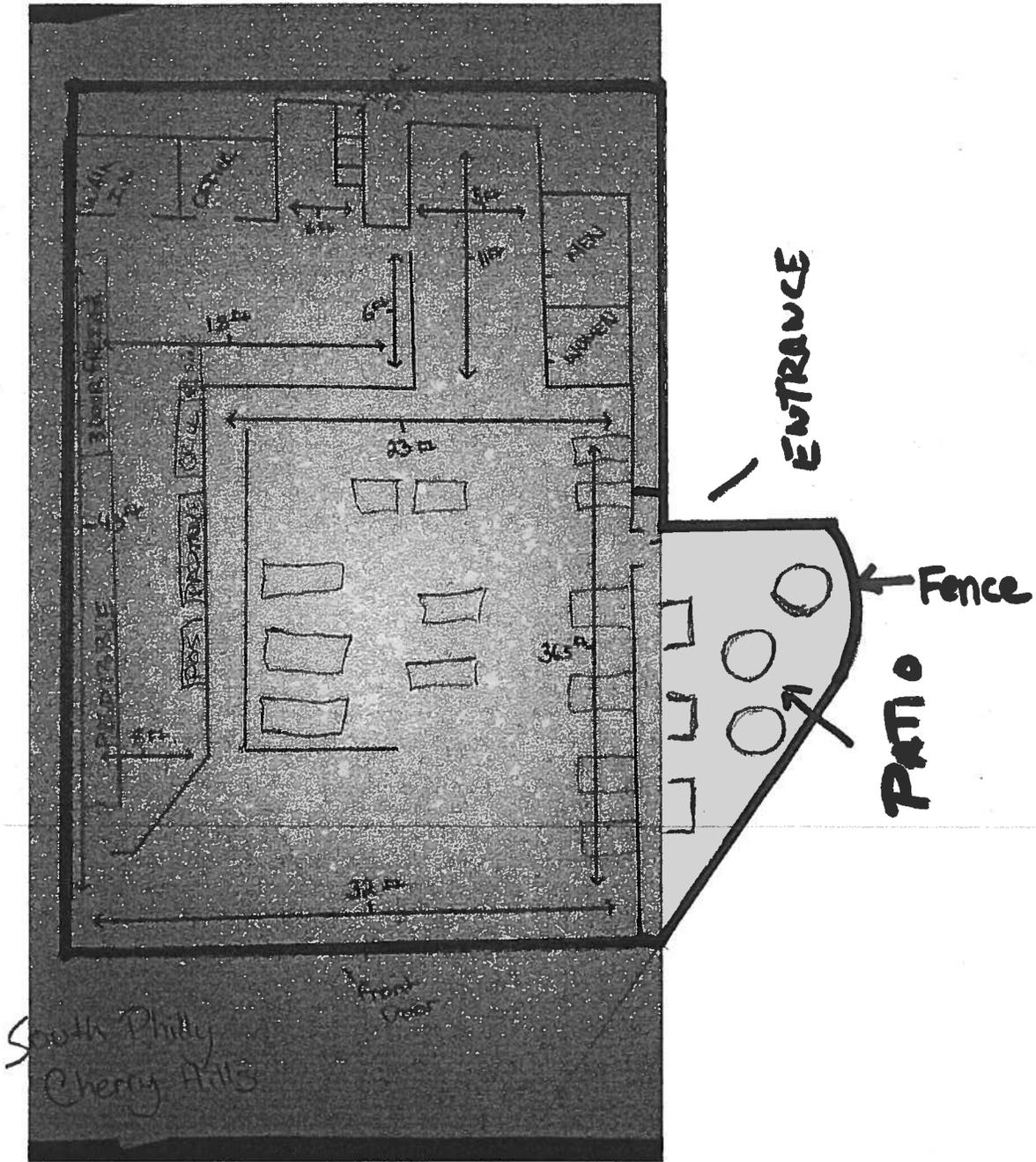
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

**Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature (attest)	Print	Title
		Date

**John Pinelli**

**From:** John Pinelli <John.Pinelli@wsfp.us>  
**Sent:** Wednesday, April 10, 2013 11:45 AM  
**To:** 'john.pinelli@mho.com'  
**Subject:** Sent from Snipping Tool





**ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD**

**THIS ASSIGNMENT OF LEASE** dated this 12 day of March, 2015

**BETWEEN:**

Liberty Bell Holdings, LLC  
(the "Assignor")

**OF THE FIRST PART**

**- AND -**

G4 Alliance, Inc  
(the "Assignee")

**OF THE SECOND PART**

**BACKGROUND:**

- A. This is an agreement (the "Assignment") to assign a lease in real property according to the terms specified below.
- B. The Assignor wishes to assign and transfer to the Assignee that lease (the "Lease") dated May 25, 2012, and executed by the Assignor as tenant and by Centre 3, LLC, Assignee of as landlord (the "Landlord").

**IN CONSIDERATION OF** the Assignor agreeing to assign and the Assignee agreeing to assume the Lease and all Amendments of the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below.

**Premises**

1. The Lease governs the rental of the following described premises (the "Premises") to the Assignor: 1400 East Hampden Avenue, Suite 100, Cherry Hills Village, Colorado 80113.

**Assigned Lease**

2. The Assignor assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.

**Effective Date**

3. This Assignment takes effect at midnight on April 1st (the "Effective Date"), and continues until the present term of the Lease expires.

**Assignor's Interest**

4. The Assignor covenants that:

- a. the Assignor is the lawful and sole owner of the interest assigned under this Assignment;
- b. this interest is free from all encumbrances; and
- c. the Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

#### **Breach of Lease by Assignee**

5. Consent to this Assignment will discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee, unless the Assignor later retakes possession of the Premises from the Assignee.
6. In the event of a breach by the Assignee, the Landlord will provide the Assignor with written notice of this breach and the Assignor will have full rights but no obligation to commence all actions to recover possession of the Premises (in the name of the Landlord, if necessary) and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default.

#### **Governing Law**

7. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **Miscellaneous Provisions**

8. This Assignment incorporates and is subject to the Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Lease.
9. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
10. All rents and other charges accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.
11. This Assignment will be nullified if the Assignee is not approved for a liquor license transfer by the City of Cherry Hills. The lease obligations will immediately be transferred back to the Assignor.
12. The Assignment agreement is contingent on Michael C. Gelinas and Melanie Gelinas executing the attached personal Guarantor Agreement (Exhibit A).

13. There will be no further assignment of the Lease without the prior written consent of the Landlord.

IN WITNESS WHEREOF: the parties hereto have executed this Assignment of Lease the day and year above written.

AGREED AND ACCEPTED:

Assignor:

Liberty Bell Holdings, LLC

By: *John Pinelli*

Title: *President South Bell Franchising*

Date: *3/16/2015*

STATE OF COLORADO

COUNTY OF *Arapahoe*

The foregoing instrument was acknowledged before me this the *16<sup>th</sup>* day of *March*, 2015, by *John Pinelli*.

(Seal and Expiration Date)

*10-10-2015*



*Julie A Campos*  
Notary Public

Assignee:

G4 Alliance, Inc.

By: *Michael DeLuna*

Title: *President/owner*

Date: *3/12/15*

STATE OF COLORADO

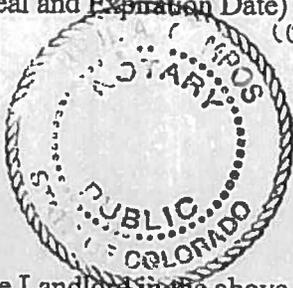
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this the 12<sup>th</sup> day of March, 2015, by Michael Gelinas.

(Seal and Expiration Date)

10-10-2015

Julie A Campos  
Notary Public



**CONSENT OF LANDLORD**

The Landlord in the above Assignment of Lease executed on the 17<sup>th</sup> day of March, 2015, consents to that Assignment. The Landlord also agrees to the Assignee assuming after midnight on \_\_\_\_\_, the payment of rent and performance of all duties and obligations as provided in the Lease. Except where the Assignee is not approved for the liquor license transfer or Assignor later exercises the option to retake possession of the Premises from the Assignee, the Landlord releases Liberty Bell Holdings, LLC, Assignor, from all duties and obligations under the lease, including the payment of rent, after \_\_\_\_\_, and accept Assignee as Lessee in the place of Liberty Tax Holdings, LLC, Lessee and Assignor.

Dated: March 17, 2015

Centre 3, LLC

By: Dale Boehner

Title: mgr

Date: 3-17-15

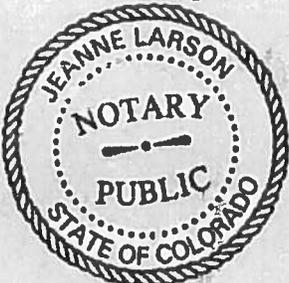
STATE OF COLORADO

COUNTY OF Weld

The foregoing instrument was acknowledged before me this the 17<sup>th</sup> day of March, 2015, by Dale Boehner.

5-17-2015  
(Seal and Expiration Date)

Jeanne Larson  
Notary Public



## EXHIBIT A

### GUARANTOR AGREEMENT

GUARANTOR: Michael Gelinas and Melanie Gelinas

This Guaranty is dated as of March 12, 2015 by Michael Gelinas and Melanie Gelinas each in their singular individual capacity (hereinafter, whether singular or plural, referred to as "Guarantor").

Guarantor has received a copy of the lease dated May 25, 2012, (the Lease) between Centre 3, LLC (hereinafter referred to as "Landlord"), and G4 Alliance Assignee of Liberty Holdings, LLC, hereinafter referred to as ("Tenant"). Guarantor has examined the Lease and is familiar with all the terms, covenants and provisions contained therein, and as an inducement to Landlord to enter into the foregoing Lease, does hereby unconditionally guarantee that all fixed minimum rent, taxes, insurance, utilities, common area maintenance charges, management fees, merchants' association dues, additional rent and all other sums, attorney's fees, costs, expenses, charges, payments and deposits (including sums payable as damages upon defaults under the Lease) which are at any time payable by Tenant under the Lease will be paid in full when due (whether on their stated due dates or by acceleration or otherwise) in accordance with the Lease, and that Guarantor will faithfully perform and observe each covenant and condition of the Lease to be performed or observed by Tenant. This Guaranty is an unconditional, irrevocable, and absolute guarantee of payment and performance.

Guarantor's obligations under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following with respect whether to the Lease or to the Guaranty, even without notice to or the further consent of Guarantor:

- A. The extension by Landlord of the time for payment by Tenant of any sums owing or payable under the Lease.
- B. The modification, amendment or alteration of the Lease.
- C. The assignment, subletting or mortgaging of all or part of Tenant's interest in the Lease.
- D. The waiver, failure, omission or delay of Landlord to enforce, assert, or exercise any right, power or remedy conferred on Landlord in the Lease or by law or any action on the part of Landlord granting indulgence or extension in any form.
- E. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets of Tenant, a receivership, an insolvency, a bankruptcy, an assignment for the benefit of creditors, a reorganization, or any other similar proceeding affecting Tenant or any of its assets, or the disaffirmance of the Lease in any such proceeding.
- F. Any other cause, whether similar to or dissimilar from the foregoing,

Notice of acceptance of this Guaranty and any obligations or liabilities contracted or incurred by Tenant are all hereby waived by Guarantor.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado.

No waiver by Landlord of the payment by Guarantor of any of its obligations contained in this Guaranty, nor any extension of time of the payment by Guarantor of any such obligations, shall affect or impair this Guaranty or constitute a waiver or relinquishment of any rights of Landlord hereunder for the future. No action brought under this Guaranty against Guarantor and no recovery had in pursuance

thereof shall be any bar or defense to any further action or recovery which may be brought or had under this Guaranty by reason of any other default or default by tenant.

All provisions of this Guaranty shall inure to the benefit of Landlord and its grantees, successors and assigns, and shall inure to the benefit of any future owner of the fee title of which the Leased Premises (as defined as the Lease) are a part; and all the provisions of this Guaranty shall be binding upon the Guarantor and its heirs, legal representatives, successors and assigns.

If the Guaranty is signed by more than one Guarantor, each such Guarantor shall be jointly and severally liable hereunder. Each Guarantor waives any rights which guarantor may otherwise have under Colorado Revised Statute Section 13-50-102 or 13-50-103 (or under any corresponding future statute or rule of law) related to the release of any obligor on this Lease.

All of Landlord's rights and remedies under the Lease and under this Guaranty shall be distinct, separate and cumulative and no such right or remedy shall be exclusive or a waiver of any of the others. Guarantor waives presentment for payment, notice of non-payment, protest, notice of protest, and all other notice of any kind to which Guarantor may be entitled, and not by way of limitation, any right to require suit against the Tenant, any Co-Guarantors, or any other person obligated under the Lease, and foreclosure of any security for the obligations in the Lease, as a prerequisite to commencement of action on this Guaranty. Furthermore, Guarantor waives any and all duty or obligation of the Landlord to perfect, protect, retain or enforce any security for the payment of the obligations of the Tenant.

The liability under this Guaranty shall continue until all obligations of the Tenant or any successor or assign under the Lease are set aside, notwithstanding the death, incapacity or disability of the Guarantor.

To the extent Tenant makes a payment or payments to, or is credited for any payment or payments made for or on the behalf of Tenant to Landlord, which payment or payments, or any part thereof, are subsequently invalidated, determined to be fraudulent or preferential, set aside, required to be paid to any trustee, receiver, assignee or any other party, whether under bankruptcy, state or federal law, common law or equitable cause or otherwise, then, to the extent thereof, the obligation or part thereof intended to be satisfied thereby shall be revived, reinstated, and continued in full force and effect as if said payment or payments had not originally been made by or on behalf of Tenant.

If any law or judicial interpretation thereof has the effect of rendering any provision in this Guaranty unenforceable, in whole or in part, such invalid, inapplicable or unenforceable terms shall be severed from this Guaranty without affecting the remaining legally enforceable terms and provisions of this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this 12 day of March, 2015.

Name: Michael Gelinas  
Social Sec. No. 016-56-0314  
Address: 4573 S. Washington St. Englewood,  
Co 80113

Phone: (720) 933-9596  
Fax:  
Email: mgelinas1972@yahoo.com

Michael Gelinas  
By:

Name: Melanie Gelinas  
Social Sec. No. 549-47-8196  
Address: 4573 S. Washington St. Englewood,  
Co 80113

Phone: 720-933-9616  
Fax:  
Email: mgelinas1974@yahoo.com

Melanie Gelinas  
By:

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this the 12<sup>th</sup> day of March, 2015, by Michael Gelinus.

(Seal and Expiration Date)



Julie A Campos  
Notary Public 10-10-2015

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this the 12<sup>th</sup> day of March, 2015, by Melanie Gelinus.

(Seal and Expiration Date)



Julie A Campos  
Notary Public 10-10-2015

Document prepared for Centre 3, LLC

Date of Final Document: May 22, 2012.

**LEASE AGREEMENT**

**Centre 3, LLC,  
LANDLORD**

**John Pinetta/b/a South Philly Cheese Steaks,**

**TENANT**

*Liberty Bell Holdings, LLC*

*JM*  


**LEASED PREMISES:**

**1400 East Hampden, Suite 100  
Denver, Colorado 80113**

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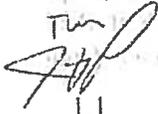
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## SHOPPING CENTER LEASE

THIS LEASE is effective on May 25, 2012, notwithstanding the date of mutual execution, by and between Centre 3, LLC, an Colorado corporation ("Landlord") and ~~John Pinetti~~ d/b/a South Philly Cheese Steak ("Tenant").

Liberty Bell Holdings, LLC



### I. LEASED PREMISES

1.1 Description of Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and on the conditions and provisions set forth in this Lease, the space designated on the floor plan attached hereto as Exhibit A (the "Premises" or "Leased Premises") known as Suite 100 of the Shoppes At Cherry Hills (the "Shopping Center"), which is located at 1400 East Hampden, Denver, Colorado. Based upon information available to the parties at this time, the parties have determined that the Premises contain approximately 1,654 square feet of gross leasable area.

1.2 Use of Premises. Tenant represents and covenants that it intends to occupy and use the Leased Premises during the Term of this Lease and any Option Terms, if exercised, as a restaurant specializing in Philly cheese steaks, burgers, wings and other sandwiches as stated more specifically in section 8.1 below using the following trade name: South Philly Cheese Steak.

### II. TERM

2.1 Commencement of Lease. The initial term of this Lease ("Initial Term") shall commence on the date that is the earlier of i) Thirty (30) days from the Delivery Date, or ii) the date Tenant opens for business (the "Commencement Date").

2.2 Fixturization Period. None

2.3 Rent Free Period. The Tenant shall have a Free Rent Period for thirty (30) calendar days during which Tenant shall not be obligated to pay Base Rent, Real Property Taxes, or Operating Costs. Rent Free Period will start after the Commencement Date

2.4 Commencement of Rent Payments. Tenant's is obligated to pay Base Rent for the initial term of this lease which shall commence immediately following expiration of the Free Rent Period. If the Tenant exercises their renewal option then the tenant will be obligated to pay Base Rent, and pro-rata share of Real Property Taxes, and Operating Costs.

2.5 Initial Term of Lease. The Initial Term of this Lease shall be for a period of twelve (12) months following the Commencement of Lease Date plus the fractional calendar



month, if any, during which the Commencement of Lease Date occurs. The Landlord shall state the end of the Initial Term of this Lease in its Commencement Notice.

2.6 Option to Extend. Tenant shall have the right to extend this Lease for up to three (3) additional five (5) year terms ("Option Terms"). Tenant shall notify Landlord of Tenant's exercise of each option to extend this Lease at least ninety (90) calendar days prior to the last day of the then current term. In the event Tenant extends this Lease for first, second or third Option Terms, the terms and conditions in section 3.1 below governing increases in Base Rent, Real Property Taxes, and Operating Expenses shall apply as though the Initial Term and any Option Term(s) constitute a single, continuous term.

**III. RENT**

3.1 Base Rent. Tenant shall pay to Landlord, on or before the first (1<sup>st</sup>) day of each calendar month during the Term, in advance and without notice, demand, deduction or set-off, "Base Rent" computed based upon an the greater of minimum amount per month or 9.0% of Adjustable Gross Sales, which shall be payable in equal monthly installments. Adjustable Gross sales will equal total monthly sales minus total sales tax collected and minus promo comps for the month. The total monthly rent cannot exceed the Base Rent Cap of \$5,000.00. The Base Rent Cap does not apply to option periods. The monthly installments of the Base Rent shall be as follows:

<u>For Month</u>	<u>Monthly Base Rent</u>
1	Base Rent waived
2-3	The Greater of \$0.00 or 9.0% of Adjustable Gross Sales
4-12 <del>12</del> <sup>TW</sup>	The Greater of \$2,700 or 9.0% of Adjustable Gross Sales
First Option	Base Rent will be negotiated <del>60</del> <sup>90 TW</sup> days prior to expiration of the current term
Second Option	Base Rent will be negotiated <del>60</del> <sup>90 TW</sup> days prior to expiration of the current term
Third Option	Base Rent will be negotiated <del>60</del> <sup>90 TW</sup> days prior to expiration of the current term

3.2 Additional Rent. Commencing in the option periods of the Lease, in addition to the Base Rent due hereunder, Tenant will be responsible for its *pro rata* share of Real Property Taxes, Real Property Insurance and Operating Expenses for the property. Operating Expenses will not include standard exclusions including capital costs or developer tap, impact, hook-in, utility set-up or like fees. The Tenant's *pro rata* share of the Landlord's cost of supervision, including administration and/or management fees, will not exceed fifteen percent (15.0%) of the Operating Expenses. The amount which Tenant shall be obligated to pay to Landlord as the Additional Rent Payment shall not exceed an amount equal to eight dollars and 50/100 ~~Dollars~~ <sup>cents</sup> (\$8.50) per square foot also known as "Base Costs" (as hereinafter defined) increased by Three percent (3%) per year, cumulative, for each calendar year after the Base Year (the "CAM Cap").

*JAP TW*

For purposes hereof, the term "Base Costs" shall be defined as the lesser of (i) Tenant's Share of Common Area Operating Costs for the Base Year or (ii) eight and 50/100 Dollars (\$8.50) per square foot.

3.3 Proration for Partial Month. If the Commencement of Rent Payments Date of the Initial Term does not occur on the 1<sup>st</sup> day of the month, Base Rent, Real Property Taxes, Liability Insurance and Operating Expenses for any partial calendar month shall be prorated.

3.4 Late Charges and Interest. Tenant shall pay to Landlord a late charge equal to five percent (5%) of any amount not paid within five (5) days after it falls due to compensate Landlord for the costs and inconvenience of special handling and disruption of cash flow. The assessment or collection of the late charge shall not constitute the waiver of a default and shall not bar the exercise of other remedies for nonpayment. In addition to the late charge, all amounts not paid within ten (10) days after the due date shall bear interest from the date due at the rate of twelve percent (12%) per annum or such higher rate as is hereinafter provided.

3.5 Place of Payment. All payments of rent and other sums payable to Landlord hereunder shall be made at Landlord's address for the purpose of receiving notices hereunder.

3.6 Tenant's Pro Rata Share Calculation. Tenant's *pro rata* share of the operating and maintenance costs described in Section 3.2 shall be determined by multiplying the aggregate of such costs by a fraction, the numerator of which is the Store Leasable Area, and the denominator of which is the total leasable area of all buildings from time to time within the Shopping Center (i.e., the number of square feet of area in the building or buildings of the Shopping Center excluding mezzanine areas then built or substantially completed), (the "Total Leasable Area"). The Tenants Initial *pro rata* share of Common Area Charges based on square footage lease is 20.88%.

#### IV. SECURITY DEPOSIT

4.1 Security Deposit. Upon lease execution, Tenant shall deposit with Landlord an amount equal to one \$3,500.00 to be held as a security deposit. If Tenant defaults with respect to any provision of this Lease, Landlord may apply all or any part of the security deposit to the payment of any sum in default, or to the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on the deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by Tenant, the security deposit, or any balance thereof, shall be

returned to Tenant at the expiration of the Initial Term or the Option Term(s), whichever occurs last.

## V. TAXES

5.1 Real Estate Taxes and Assessments. Tenant agrees to pay Tenant's *pro rata* share of all real property taxes and assessments ("Real Property Taxes") which may be levied or assessed by any lawful authority against the Shopping Center with respect to any period wholly or partially within the Term of this Lease. On the first (1<sup>st</sup>) day of each month commencing in the First Option Period of the Lease, Tenant shall pay a monthly advance charge estimated by Landlord based upon Tenant's *pro rata* share of all Real Property Taxes. Landlord may adjust such estimated charge annually to reflect current information as to the expected amount of Real Property Taxes which actually will be incurred. Tenant's *pro rata* share of Real Property Taxes shall be that proportion which the square footage of the Premises bears to the total leasable square footage of all buildings in the Shopping Center, excluding the area of "Common Areas" (as hereinafter defined). However, if any building in the Shopping Center or any parcel on which a building is located is assessed separately from the rest of the Shopping Center and if Landlord elects not to include the taxes and assessments on such parcel in Real Property Taxes, then the square footage of such building shall also be excluded when determining Tenant's *pro rata* share of Real Property Taxes. All Real Property Taxes for the year in which this Lease commences or terminates shall be apportioned so that Tenant shall not be responsible for Real Property Taxes that relate to periods prior to or subsequent to the Term of this Lease except any period of holding over. Any difference between the amounts paid by Tenant for its estimated *pro rata* share of Real Property Taxes and *pro rata* share of the actual Real Property Taxes shall be paid or refunded, as the case may be, within thirty (30) days after Tenant's *pro rata* share of the actual Real Property Taxes is fixed and established with certainty.

5.2 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon Tenant's fixtures, furnishings, equipment and other personal property, and Tenant shall cause such items to be assessed and billed separately from the real property of which the Premises form a part. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord that portion of the tax related to Tenant's property.

5.3 Excise Taxes. Tenant shall, simultaneously with the payment of any sums required to be paid under this Lease as Base Rent, additional rent or otherwise, reimburse Landlord for any federal, state or local excise, sales, rental, transaction privilege or other tax, levy or impost imposed or levied on, or measured by, the amounts paid or obligations performable by Tenant hereunder.

## VI. OPERATING COSTS

*AT*

6.1 Operating Costs. Subject to the limitation on Landlord's cost of supervision set forth in section 3.2 above, Tenant shall pay Tenant's *pro rata* share of all of the Shopping Center's "Operating Costs," which are hereby defined to be the total of all costs and expenses incurred in managing, operating, maintaining and repairing the Shopping Center and its Common Areas and the buildings and improvements located therein including, without limitation: wages, salaries and employee benefits of persons performing services in connection with the Shopping Center; utilities; parking lot sweeping, sealing, patching and restriping; public liability and property damage insurance; fire and extended coverage insurance, and rent interruption insurance covering the buildings and improvements in the Shopping Center; supplies, materials, tools, parts, and equipment; equipment rental charges; fire sprinkler monitoring charges; repair and maintenance of buildings and improvements not required to be made by tenants of the Shopping Center, including without limitation, the roofs, any skylights, and exterior walls; bookkeeping, accounting, legal and other professional charges and expenses; fees for permits and licenses; administrative expenses; taxes other than Real Property Taxes; service and maintenance contracts; signage; landscaping; and management fees. Landlord shall be entitled, at Landlord's option, to cause the costs of repair and maintenance of heating, air conditioning and ventilation equipment to be included within Operating Costs. The cost of capital improvements incurred by Landlord to comply with the Americans with Disabilities Act or other Laws shall be amortized over their useful lives and the amortization amount included in Operating Costs. Operating Costs shall not include the replacement of or structural repairs to the roof or the exterior walls, repairs to the extent covered by warranty or insurance proceeds, or alterations within leased premises or made by tenants for their sole or principal benefit.

6.2 Tenant's Share. On the first (1<sup>st</sup>) day of each month commencing in commencing in the First Option Period of the Lease, Tenant shall pay a monthly advance charge estimated by Landlord based upon Tenant's *pro rata* share of all the Operating Costs for the current year. Landlord may adjust such estimate annually to reflect current information as to the amount of Operating Costs. Tenant's *pro rata* share of Operating Costs shall be that proportion which the square footage of the Premises bears to the total leasable square footage of all buildings in the Shopping Center, excluding the area of Common Areas. However, if Landlord elects not to include a category of costs associated with one or more buildings in the Shopping Center (because, for example, the occupant is performing the function or providing the service involved), then the square footage of such buildings shall be excluded when calculating Tenant's *pro rata* share of that category of Operating Costs for the balance of the Shopping Center. For example, if a tenant of a building in the Shopping Center is responsible for exterior painting for such building, then the square footage of such building shall not be included when calculating Tenant's *pro rata* share of the cost of painting the exteriors of the other buildings in the Shopping Center. All of the Operating Costs for the year in which this Lease commences or terminates shall be apportioned so that Tenant shall not be responsible for costs that relate to periods prior to or subsequent to the Term of this Lease except any period of holding over.

6.3 Reconciliation of Operating Costs. Annually, within one hundred twenty (120) days after the close of each calendar year, Landlord shall provide to Tenant with a statement

showing the actual Operating Costs for that calendar year. The difference between the amount paid by Tenant and Tenant's *pro rata* share of the actual Operating Costs shall be paid or refunded, as the case may be, within thirty (30) days after delivery of the statement.

6.4 Utilities. Notwithstanding any other provisions hereof, charges for utilities supplied to the Premises shall not constitute Operating Costs and shall be paid in full by Tenant when due. Landlord will be responsible for all common area maintenance expenses, real estate taxes and insurance as these costs are included in the base rental. Tenant would be responsible for a *pro rata* share of electricity usage based on the relationship of Tenant's square footage compared to the total square footage being served by that particular electric meter.

## VII. CONDITION OF PREMISES

7.1 Condition of Premises. Upon execution of this Lease and receiving Tenant's full security deposit Landlord shall contribute \$2,000.00 towards the cost the enhancement of the exhaust hood located in the kitchen of the premises. If the tenant exercises the Option Period, then the Landlord will reimburse the tenant for the entire cost of the hood.

7.2 Documents. None

## VIII. USE AND COMPLIANCE WITH LAW

8.1 Permitted Use and Required Occupancy. Tenant shall continuously use and occupy the Premises during the Term of this Lease as a restaurant specializing in Philly cheese steaks, burgers, wings and other sandwiches so long as the use does not violate any existing exclusives within the shopping center. The tenant shall be open for business during at a minimum the following hours: Mondays through Fridays from 10:00 a.m. until 6:00 p.m., Saturdays from 10:00 a.m. until 5:00 p.m., and Sundays from 11:00 a.m. until 4:00 p.m., except for recognized holidays when such businesses are not normally open. This requirement is partially for the protection and benefit of Tenants in the Shopping Center. Tenant has inspected the Premises and acknowledges that the size, configuration and condition thereof are suitable for the conduct of Tenant's business activities. Tenant shall keep the display windows of the Premises well lighted from dusk until such reasonable time as Landlord may from time to time establish for tenants of the Shopping Center.

8.2 Restrictions. Tenant shall:

- a. Not use or permit upon the Premises anything that would invalidate any policy of insurance now or hereafter carried on the Shopping Center or any portion thereof or that will increase the rate of insurance on the Premises or on the

Shopping Center. If Landlord consents to a use that causes insurance premiums to be increased, Tenant shall pay all such increased premiums.

b. Not use or permit the Premises to be used for any hazardous purpose, nor for lodging or sleeping or for any immoral purpose, nor in any manner deface or injure the Shopping Center or any part thereof or overload any floor of the Premises, nor commit waste.

c. Not permit any objectionable odors to emanate from the Premises or permit any radios, television, loudspeakers or amplifiers to be placed on the roof or exterior walls of the building containing, or to be heard outside the confines of, the Premises.

d. Not do anything or permit anything to be done in or about the Premises in any way constituting a nuisance that may tend to disturb any other tenant in the Shopping Center or the occupants of neighboring property.

e. Not use the Premises to conduct or permit any auction or bankruptcy sale, or to burn paper, trash or garbage of any kind.

f. Not violate any recorded restriction or covenant affecting the Shopping Center of which Tenant has been given notice.

8.3 Exclusivity. Landlord shall not allow Philly cheese steaks/chicken, burgers, wings, deli sandwiches or another Philly cheese steak restaurant, without the Tenant's written consent. Tenant shall not use the Premises for any purpose that is in conflict with any exclusivity rights that Landlord has granted or may in the future grant to another tenant in the Shopping Center to be protected from competition within the Shopping Center with respect to a particular line of business. Landlord shall not grant any such rights that would prohibit Tenant from engaging in the use specifically permitted by this Lease.

8.4 Compliance with Law. Tenant, at its own expense, shall comply with all present and future federal, state and local statutes, laws, ordinances, orders, rules, regulations and requirements (collectively, "Laws"), and shall procure all permits, certificates, licenses and other authorizations required by applicable Laws relating to Tenant's business or Tenant's use or occupancy of the Premises or Tenant's activities on the Premises. Tenant shall make all reports and filings required by applicable Laws. Tenant shall defend, indemnify and hold harmless Landlord from and against all claims, demands, liabilities, fines, penalties, losses, costs and expenses including, but not limited to, costs of compliance, remedial costs, and reasonable attorneys' fees, arising out of or relating to any failure of Tenant to comply with applicable Laws. Without limiting the foregoing, Tenant shall comply with all Laws relating to environmental matters, and shall defend, indemnify and hold harmless Landlord from and against all claims, demands, liabilities, fines, penalties, losses, costs and expenses including, but not limited to,

costs of compliance, remedial costs, clean-up costs and reasonable attorneys' fees, arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Premises or the Shopping Center as a result of any act or omission on the part of Tenant. Tenant's indemnification obligations shall survive the expiration or termination of this Lease.

8.5 Inspections. Provided Landlord does not unreasonably interfere with Tenant's business operations Landlord shall have the right to enter upon and inspect the Premises during Tenant's regular business hours and to conduct tests, monitoring and investigations. If such tests indicate the presence of any environmental condition which occurred during the Term of this Lease, Tenant shall reimburse Landlord for the cost of conducting such tests. The phrase "environmental condition" shall mean any adverse condition relating to any hazardous or toxic materials or the environment including, without limitation, surface water, groundwater, drinking water supply, land surface or subsurface strata or the ambient air and includes air, land and water pollutants, noise, vibration, light and odors. In the event any such environmental condition is discovered, Tenant shall promptly take any and all steps necessary to rectify the same to Landlord's reasonable satisfaction or shall, at Landlord's election, reimburse Landlord, upon demand, for the cost of Landlord's performance of rectifying work. The reimbursement shall be paid to Landlord in advance of Landlord's performance of such work, based upon Landlord's reasonable estimate of the cost thereof, and upon completion of such work by Landlord either (i) Tenant shall pay to Landlord any deficiency within fifteen (15) days after Landlord bills Tenant therefore, or (ii) Landlord shall refund any excess to Tenant within fifteen (15) days.

## IX. COMMON AREAS

9.1 Control. All parking areas, access roads, driveways, pedestrian sidewalks and ramps, landscaped areas, drainage facilities, exterior lighting, signs, public restrooms, roofs, roof retaining walls, exterior walls, plumbing, heating systems, air conditioning systems, electrical systems, courtyards and other areas and improvements provided by Landlord for the general use of tenants of the Shopping Center and their agents, employees, customers and other invitees (all of which are referred to as "Common Areas") shall at all times be subject to the exclusive control and management of Landlord, *and Landlord shall have the right from time to time in its sole discretion to modify, enlarge or eliminate the Common Areas.* Tenant and its agents and employees shall park their vehicles only within employee parking areas as established from time to time by Landlord. Tenant shall not permit trucks making deliveries to or from the Premises to be parked at any time in customer or employee parking areas.

9.2 Rules and Regulations. Tenant shall comply with any rules and regulations of the Shopping Center from time to time adopted by Landlord; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege expressly granted to Tenant in this Lease. Any violation of the rules and regulations shall constitute a breach of this Lease.

Landlord shall not be liable to Tenant for any failure on the part of another tenant or occupant of the Shopping Center to comply with any rule or regulation.

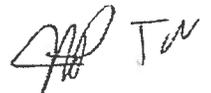
## X. REPAIR AND MAINTENANCE

10.1 Tenant's Duties. Tenant shall maintain the Premises and its signs in good condition and repair and shall promptly repair all damage to the Premises or to Tenant's signs and replace or repair all glass, fixtures, equipment and appurtenances that are damaged or broken. Tenant shall obtain and keep in effect one or more regularly scheduled preventative maintenance service contracts covering all heating, air conditioning, ventilation and water heating equipment serving the Premises with a qualified contractor or contractors approved by Landlord; provided, however, that Landlord shall be entitled to elect to undertake responsibility for such heating, air conditioning, ventilation and water heating equipment, in which event the costs and expenses thereof shall be Operating Costs as provided above. Tenant shall maintain written records of maintenance and repairs, as required by any applicable Law, and shall use certified technicians to perform such maintenance and repairs, if so required. If Tenant does not comply with Tenant's obligations under this Article, Landlord may, but need not, make such repairs and replacements or obtain such service contracts, and Tenant shall pay Landlord the costs thereof upon demand, together with an administrative service fee in the amount of ten percent (10%) of such costs. If, at Tenant's request, Landlord provides or performs any service to, for or on behalf of Tenant which Landlord is not otherwise obligated to provide or perform, Tenant shall pay Landlord the costs thereof upon demand, together with an administrative service fee in the amount of fifteen percent (15%) of such costs.

10.2 Landlord's Duties. Subject to the provisions of Section 9.1, Landlord shall maintain, repair, and replace the Common Areas, including all sidewalks, parking areas, and access ways near or around the Premises, the roof and structural elements of the Premises (excluding plate glass and doors), and all utility lines in the Common Areas. Landlord shall not be responsible to make any repairs or to perform any maintenance unless written notice of the need for such repairs or maintenance is given to Landlord by Tenant. Except in the case of a fire or casualty as hereinafter provided, there shall be no abatement of Base Rent or other sums payable by Tenant, and no liability of Landlord, by reason of any entry to the Premises, interruption of services or facilities, temporary closure of Common Areas, or interference with Tenant's business arising from the making of any repairs or maintenance. Tenant shall have no right to make any repair at Landlord's expense.

## XI. ACCESS

11.1 Landlord Access. Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable times for the purpose of inspection, showing the building containing the Premises to prospective purchasers, tenants or lenders, making such alterations, repairs, improvements or additions to the Premises or to the Shopping Center as Landlord may deem

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necessary or desirable, or for any other reasonable purpose. If Tenant or its agents or employees shall not personally be present to open and permit an entry into the Premises at any time when such entry by or on behalf of Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key or otherwise, without liability to Tenant. For this purpose, Landlord shall be entitled to retain at all times, and to use in appropriate instances, copies of keys to all doors into and within the Premises. Without limiting the foregoing, Landlord shall have access to the Premises for purposes of decorating and making repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Shopping Center or any part thereof and, during the continuance of any such work, to temporarily close doors, entryways, public space and walkways outside the building and to interrupt or temporarily close or suspend services and facilities, all without abatement of rent and without affecting any of Tenant's obligations hereunder so long as the Premises are reasonably accessible.

## XII. ALTERATIONS AND SIGNS

12.1 Prior Approval; Ownership. Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises without the prior written consent of Landlord. Landlord may condition its consent upon Tenant providing a payment bond in amount and form reasonably satisfactory to Landlord covering the work to be done by Tenant's contractor. Tenant shall not install any antenna, satellite dish or other fixture or equipment on the roof or exterior walls of the building containing the Premises or in the Common Areas. All alterations, additions or improvements to the Premises, including signs, but not including movable furniture and trade fixtures, shall at the termination of this Lease become a part of the real property and belong to Landlord, unless Landlord requests the removal thereof, in which case Tenant shall remove the same, and repair any damage occasioned by such removal, at Tenant's sole cost and expense.

12.2 Requirements. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, all of the same shall (i) be made by Tenant at Tenant's sole cost and expense, (ii) conform to plans and specifications approved by Landlord, (iii) be constructed by licensed contractors approved by Landlord who have furnished to Landlord evidence of insurance coverage satisfactory to Landlord, (iv) be built from new materials, (v) conform to all applicable building codes and all applicable Laws including, without limitation, the Americans with Disabilities Act, (vi) be constructed in a good workmanlike manner, and (vii) be commenced only after all required permits have been obtained and copies thereof furnished to Landlord. No locks shall be changed without the prior written consent of Landlord. Landlord shall not have any responsibility or liability for the design of any alterations or for the safety thereof, notwithstanding any approval of the plans and specifications for the alterations.

12.3 Liens. Tenant shall not permit any mechanics' or materialmen's lien to stand against the Premises for any labor or materials provided to the Premises by, through and under



Tenant or any contractor or other person hired, retained or authorized by Tenant. Tenant shall defend and indemnify Landlord and hold Landlord harmless from any such lien. If Tenant fails to discharge such a lien, by bonding or otherwise, within ten (10) days after written demand by Landlord, Landlord shall be entitled, but shall have no obligation, to pay the lien or otherwise cause it to be discharged, in which case Tenant shall immediately reimburse Landlord for all amounts so expended and all related expenses, including attorneys' fees.

12.4 Signs. Tenant shall be permitted the maximum allowable building and monument sign(s) on the Premises and the Common Area allowed by the Shopping Center's sign criteria and all applicable governmental regulations. Tenant shall be granted mutually acceptable pylon signage on any pylon on the property. All signs shall be installed by a licensed contractor approved by Landlord. Tenant, at Tenant's expense, shall obtain all permits and approvals required for its permitted signs under applicable Laws.

### **XIII. DAMAGE TO PROPERTY; INJURY TO PERSONS; INSURANCE**

13.1 Indemnity. Tenant shall defend and indemnify Landlord and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or the remainder of the Shopping Center (regardless of any fault or negligence which is imputed to Landlord as the owner of the Shopping Center) which involves or is alleged to involve an act or omission by or on the part of, or a condition that is or was in the control of, Tenant or its agents, employees or contractors. Tenant shall further defend and indemnify Landlord and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act or negligence of Tenant, or of its agents or employees, and from all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant shall, upon notice from Landlord, defend the same at Tenant's expense by counsel satisfactory to Landlord.

13.2 Losses. As a material part of the consideration to Landlord, Tenant hereby assumes all risk of damage to property or injury to persons in, upon, or about the Shopping Center from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

13.3 Limitations. Landlord shall not be liable for any damage to property entrusted to agents or employees of Landlord or the Shopping Center, or for loss of or damage to any property by theft or otherwise, or for any injury or damage to persons or property resulting from any cause whatsoever, including acts or omissions of Landlord. Landlord shall not be liable for any latent defect in the Premises, or in the building of which the Premises are a part, or in any other portion of the Shopping Center. Tenant shall give prompt notice to Landlord of any fire, accident or

defect discovered within or on the Premises, the building containing the Premises, or any other portion of the Shopping Center.

13.4 Insurance. During the Term of this Lease, Tenant shall, at Tenant's expense, maintain the following insurance coverage:

a. Commercial general liability insurance against claims for bodily injury, death or property damage occurring in, upon or about the Premises and on any sidewalks adjacent to the Premises. The combined single limit of liability for bodily injury and property damage of such insurance shall not be less than \$2,000,000 per occurrence.

b. Property damage insurance covering Tenant's furnishings, trade fixtures, leasehold improvements, equipment, merchandise, business records and other personal property located in or on the Premises, and all plate glass located in the Premises and in the doors and windows of the Premises, for damage, destruction or other loss caused by fire or other hazards or casualties including, but not limited to, vandalism and malicious mischief, theft, water damage, sprinkler leakage, bursting pipes, explosion, business interruption and other insurable risks. The amount of such insurance shall be not less than the full insurable replacement value of the property insured.

c. Each policy of insurance shall be a primary, non-contributing policy, shall be issued by an insurance company acceptable to Landlord, shall designate Landlord as an additional insured thereunder, and the original thereof, or a certificate thereof, shall be delivered to Landlord. Each policy shall provide that it is not subject to cancellation, non-renewal or reduction in coverage without at least thirty (30) days prior written notice to Landlord. Tenant also shall maintain such workers' compensation insurance as may be required by law.

13.5 Waiver of Subrogation. Each party waives any and all rights of recovery against the other and against any other tenants or occupants of the Shopping Center and against the officers, employees, agents, representatives, customers and business visitors of the other party and of other tenants or occupants of the Shopping Center, for loss of or damage to the waiving party and its property and the property of others under its control, arising from any cause insured against under insurance coverage provided under this Lease.

#### XIV. FIRE AND CASUALTY

14.1 Damage. In the event the Premises, or the building containing the Premises, or any other portion of the Shopping Center is wholly or partially destroyed or damaged to the extent of twenty-five percent (25%) or more of its replacement value, then Landlord shall have the right and privilege to terminate this Lease by giving notice to Tenant within sixty (60) days



after the occurrence of such damage or destruction. If Landlord does not terminate this Lease as provided above, Landlord shall proceed to complete the necessary restoration or repairs with reasonable diligence and this Lease shall continue in full force and effect; provided, however, that Landlord shall not be obligated to spend more for making such restoration or repairs than the sum of insurance proceeds Landlord receives as a result of such destruction or damage. If any destruction or damage renders the Premises untenantable, then rent shall abate to the degree and for the period of time that Tenant's use of the Premises is impaired.

14.2 Tenant's Restoration Responsibility. Landlord shall in no event be obligated to repair any injury or damage by fire or other cause or to make any repairs or replacements of any items originally installed by Tenant, all of which shall promptly be restored by Tenant at Tenant's expense.

14.3 Complete Agreement. This Article constitutes the complete agreement of the parties with respect to fire or casualty affecting the Premises, and no Law inconsistent with the rights and remedies provided in this Article shall apply.

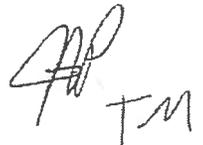
## XV. CONDEMNATION

15.1 Termination. In the event any portion of the Premises shall be appropriated or taken under the power of eminent domain (a "Taking"), this Lease shall terminate and expire as of the date of such Taking. In the event of a Taking of more than twenty percent (20%) of the land comprising the Shopping Center, or if by reason of any Taking, regardless of the amount of land involved, the remainder of the Shopping Center is not one undivided parcel of property, either Landlord or Tenant shall have the right to terminate this Lease.

15.2 Restoration. If this Lease is not terminated as the result of a Taking, then Landlord, at Landlord's cost and expense, as soon as reasonably possible, shall restore the building in which the Premises are located to a complete unit of comparable quality and character as existed prior to such Taking; provided, however, that Landlord shall not be obligated to spend more for such restoration than Landlord receives for the Taking.

15.3 Awards. All awards or compensation for any Taking of any part of the Premises or Shopping Center are hereby assigned to and shall belong to Landlord, including those awarded for any diminution in value of Tenant's leasehold estate. However, Tenant shall be entitled to seek and recover on its own account an award for damage to or loss of Tenant's trade fixtures or other personal property belonging to Tenant.

15.4 Sale in Lieu of Condemnation. For the purposes of this Article, a voluntary sale or conveyance in lieu of condemnation shall be deemed a Taking under the power of eminent domain.

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## XVI. ASSIGNMENT, SUBLETTING AND TRANSFERS

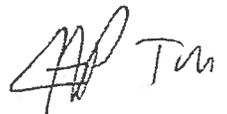
16.1. Transfer by Tenant. Tenant may sublease the Premises or assign the Lease after the first year with prior written Landlord's consent, which shall not be unreasonably withheld. Landlord shall have no additional rent or recapture rights on any Assignment. No assignment, encumbrance, hypothecation, sublease or other transfer to which Landlord has consented shall be effective for any purpose until such time as fully executed documents of such transaction have been provided to Landlord, and, in the case of an assignment or other transfer, the assignee or transferee has attorned directly to Landlord, and in the case of a sublease, the sublessee has acknowledged that the sublease is subject to all of the terms and conditions of this Lease. Any assignment, encumbrance, hypothecation, transfer or subletting of or under this Lease without Landlord's prior written consent shall be voidable at Landlord's option and shall, at the option of Landlord, terminate this Lease. Any change in ownership or control of an entity, by creation, transfer, cancellation or other modification, adjustment, classification or reclassification of shares, partnership interests, memberships or otherwise, shall constitute an assignment for purposes of this Lease.

16.2. Transfer by Landlord. In the event of a sale, conveyance or transfer by Landlord of the Shopping Center, or the portion thereof containing the Premises, Landlord shall be relieved of all liability whatsoever under the covenants or conditions contained herein, whether express or implied, in favor of Tenant, and Tenant shall look solely to Landlord's successor in interest. This Lease shall not be affected by any such sale, conveyance or transfer, and Tenant shall attorn to Landlord's successor in interest.

## XVII. ABANDONMENT, SURRENDER, AND HOLDOVER

17.1. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term. If Tenant shall abandon, vacate or surrender the Premises or be dispossessed by process of law or otherwise, any personal property belonging to Tenant located on the Premises shall conclusively be presumed to be abandoned and may be kept or disposed of by Landlord. Tenant's absence for a period of ten (10) consecutive business days during the Term of this Lease shall automatically be deemed an abandonment of the Premises.

17.2. Surrender. Upon termination or expiration of this Lease or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as provided in this Lease, Tenant shall at once surrender possession of the Premises to Landlord in a clean, undamaged condition and remove all effects therefrom, and if possession is not immediately surrendered, Landlord may forthwith re-enter the Premises and remove all persons and effects, using such force as may reasonably be necessary, without being liable for the re-entry or the use of force. Without limiting the generality of the foregoing, Tenant agrees to remove, at the termination of this Lease, its personal property and trade fixtures, together with any alterations,

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improvements or additions as Landlord shall designate to be removed and Tenant shall, forthwith and with all due diligence, at Tenant's sole cost and expense, repair any damage to the Premises caused by such removal and restore the Premises to a condition reasonably comparable to their condition at the commencement of the Lease. All damage to the Premises, the building in which the Premises are located or any other portion of the Shopping Center arising out of Tenant's use of the Premises or moving of property in or out of said building, including damage to floors due to overloading, shall be fully repaired at Tenant's sole cost and expense. If Tenant fails or refuses to remove all such items from the Premises, then, at Landlord's option: (i) Tenant shall conclusively be presumed to have abandoned the same, and the title hereto shall pass to Landlord without any cost to Landlord either by set-off, credit allowance or otherwise and Landlord may accept the title to such property, or, (ii) Landlord, at Tenant's expense, may remove such property or any part thereof in any manner that Landlord shall choose and store or dispose of it without incurring liability to Tenant or any other person.

17.3 Holdover. Tenant shall have no right to hold over after the expiration of the Term of this Lease without Landlord's consent. If, with Landlord's consent, Tenant holds over after the expiration of the Term of this Lease, Tenant shall become a tenant from month-to-month only, upon the terms and provisions of this Lease as may be applicable to such month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. During any period of holding over, whether with or without Landlord's consent, Tenant shall pay Base Rent in an amount equal to one hundred fifty percent (150%) of the monthly rate previously in effect.

## XVIII. ESTOPPEL CERTIFICATES

18.1 Obligation to Deliver. Tenant shall at any time and from time to time, within ten (10) days after written request from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates, if any, to which the Base Rent and other amounts are paid in advance, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed, and (iii) confirming such other matters as Landlord may reasonably request. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the Shopping Center.

18.2 Effect of Failure to Provide. Tenant's failure to deliver such statement within the time prescribed shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may have been stated or represented by Landlord in such request, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one

(1) month's Base Rent has been paid in advance, but Tenant's failure shall nevertheless constitute a default hereunder.

#### XVIV. SUBORDINATION AND ATTORNMENT

19.1 Subordination. Landlord expressly reserves the right at any time to place ground leases, liens and encumbrances of, on and against the Premises, the Shopping Center or any portion thereof, superior in lien and effect to this Lease and the estate created hereby; provided however, that the holder of such a lien or encumbrance or the landlord under such a ground lease shall agree in writing to recognize Tenant's rights under this Lease, notwithstanding any foreclosure of the lien or encumbrance or termination of the ground lease.

19.2 Attornment. Upon a termination of a ground lease or a transfer in connection with foreclosure or trustee's sale proceedings or in connection with a default under an encumbrance, whether by deed to the holder of the encumbrance in lieu of foreclosure or otherwise, Tenant, upon request, shall in writing attorn to the transferee, but the transferee shall not be:

- a. Subject to any offsets or defenses which Tenant might have against Landlord; or
- b. Bound by any prepayment by Tenant of more than one (1) month's installment of Base Rent; or
- c. Subject to any liability or obligation of Landlord except those arising after the transfer.

19.3 Reserved Rights to Encumber and Dedicate. Landlord shall have the right to grant such easements, to establish such restrictive covenants, and to grant such dedications of portions of the Shopping Center as may be necessary or convenient for the further development or operation of the Shopping Center; provided, however, that no such matter shall materially interfere with the use of Premises for the purposes set forth in this Lease nor impose any additional monetary obligations on Tenant. This Lease shall be subject and subordinate to any such matter.

19.4 Documentation. The subordination provisions of this Article shall be self-operating and no further instrument shall be necessary to establish or effectuate them. Nevertheless, Tenant, on request, shall execute and deliver instruments further evidencing such subordination.

#### XX. DEFAULTS AND REMEDIES

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20.1 Events of Default. The following shall constitute "Events of Default" on the part of Tenant:

- a. Failure to pay any installment of the Base Rent when due.
- b. Failure to pay any amount due under this Lease other than Base Rent within five (5) days after notice of nonpayment or demand for payment thereof.
- c. Failure to execute, acknowledge and return an estoppel certificate pursuant to Article 16 or a subordination agreement pursuant to Article 17 within ten (10) days after request.
- d. Failure to perform any other obligation under this Lease within fifteen (15) days after notice of nonperformance or demand for performance; provided, however, that in the event of a breach involving an imminent threat to health or safety, Landlord may in its notice of breach reduce the period for cure to such shorter period as may be reasonable under the circumstances; and provided further, that if a breach does not involve an imminent threat to health and safety and is of such a nature that it cannot be cured within fifteen (15) days, Tenant shall be deemed to have cured if such cure is commenced within said fifteen (15) days after, and diligently pursued to completion within forty-five (45) days after notice of nonperformance or demand for performance.
- e. Vacating, abandonment, or other cessation to use the Premises for a period of ten (10) consecutive business days, except temporary absence excused by reason of fire, casualty, or other reason approved by Landlord.

20.2 Remedies. Upon the occurrence of an Event of Default, Landlord may, at any time thereafter without further notice or demand, exercise any one or more of the following remedies concurrently or in succession:

- a. Terminate Tenant's right to possession of the Premises by legal process or otherwise, with or without terminating this Lease, and retake exclusive possession of the Premises.
- b. From time to time relet all or portions of the Premises, using reasonable efforts to mitigate Landlord's damages. In connection with any reletting, Landlord may relet for a period extending beyond the Term of this Lease and may make alterations or improvements to the Premises without releasing Tenant of any liability. Upon a reletting of all or substantially all of the Premises, Landlord shall be entitled to recover all of its then prospective damages for the balance of the Term of this Lease measured by the difference between amounts payable under this Lease and the anticipated net proceeds of reletting. In no event shall Tenant

Handwritten signature and initials, possibly "TU".

be entitled to receive any amount representing the excess of avails of reletting over amounts payable hereunder.

c. From time to time recover accrued and unpaid rent and other sums payable by Tenant hereunder and damages arising from Tenant's breach of the Lease, regardless of whether the Lease has been terminated, together with applicable late charges and interest at the rate of eighteen percent (18%) per annum or the highest lawful rate, whichever is less.

d. Enforce the statutory Landlord's lien on Tenant's property.

e. Recover all costs, expenses and attorneys' fees incurred by Landlord in connection with enforcing this Lease, recovering possession, reletting the Premises and collecting amounts owed.

f. Perform the defaulted obligation on Tenant's behalf and recover from Tenant, upon demand, the entire amount expended by Landlord plus twenty percent (20%) for special handling, supervision, and overhead.

g. Pursue all other remedies available at law or in equity.

20.3 Subleases. Upon a termination of Tenant's right to possession, whether or not this Lease is terminated, sub-tenancies and other rights of persons claiming under or through Tenant: (i) shall be terminated or, (ii) Tenant's interest shall be assigned to Landlord. Landlord may separately elect termination or assignment with respect to each such sub-tenancy or other right.

20.4 Limitation on Landlord's Liability. Landlord's liability under this Lease shall be limited to Tenant's actual direct damages, and shall not include any consequential damages, and shall be satisfied only out of Landlord's interest in the Shopping Center, and Landlord shall not be otherwise be liable for any deficiency. In no event shall Tenant have the right to levy execution or pursue other enforcement measures against any property owned or held by Landlord other than Landlord's interest in the Shopping Center. However, the foregoing shall not limit any right of Tenant to obtain specific performance of Landlord's obligations hereunder.

## XXI. NOTICES

21.1 Notices. Whenever under this Lease provision is made for a notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving the same. It shall be deemed sufficient notice and service if such notice is sent to the intended recipient by first class mail, certified mail, return receipt requested, or facsimile transmission (fax) or electronic mail (email), with electronic confirmation of delivery, to the address furnished in writing for such purpose. Notices shall be sent by first class mail shall be deemed to have been delivered three (3)

days after being deposited in the United States mail. All notices made under the terms of this Agreement shall be sent to the addresses provided below:

Landlord: Centre 3, LLC  
1616 17<sup>th</sup> Street, #470  
Denver, CO 80202  
Telephone: 303.297.3137  
Fax:  
Email: info@cpointproperties.com

Tenant: John Pinelli d/b/a South Philly Cheese Steak  
34682 Stampede Circle  
Elizabeth, CO 80107  
Telephone: 720.849.0125  
Fax:  
Email: john.pinelli@mho.com

Copy to:

## XXII. GUARANTEE OF LEASE

22.1 Personal Guarantee. As a material inducement to the Landlord to enter into the Lease with the Tenant, at all times during the Initial Term and Option Term(s) the payment of Base Rent, Real Property Taxes, Operating Expenses, and all other payments to be made by Tenant and the full performance and observance by the Tenant of all other terms, covenants, conditions, and agreements therein shall be absolutely and unconditionally guaranteed by one or more Guarantors that are satisfactory to Landlord by executing the Guarantee attached hereto as Exhibit B. Each Guarantor shall be jointly and severally liable with Tenant for all obligations pursuant to the Lease. In the event Landlord, in its exclusive discretion, considers that a Guarantor is not satisfactory to secure full performance and observance of the Lease, Tenant shall substitute another Guarantor that is satisfactory to Landlord.

## XXIII. MISCELLANEOUS

23.1 Inability to Perform. This Lease and the payment and performance obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so if such inability or delay is caused by reason of any strike, lockout, civil commotion, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, act of God or other cause beyond the control of the Landlord, and

the time provided for Landlord to perform any obligation shall be extended by the number of days of any such delay.

23.2 Attorneys' Fees. In the event of any legal proceeding brought by either party against the other arising out of this Lease, the party which the court determines to have substantially prevailed therein shall be entitled to recover its reasonable attorneys' fees from the other party. In the event Landlord engages an attorney to collect any money amounts due hereunder or otherwise to enforce any of the terms or provisions of this Lease, Tenant shall pay reasonable attorneys' fees and expenses incurred by Landlord, regardless of whether or not suit is instituted.

23.3 Reserved Rights. Landlord shall have the right, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rents: (i) to change the Shopping Center's name or street address; and (ii) to prohibit or regulate the use or placement of vending or dispensing machines of any kind in or about the Premises or the balance of the Shopping Center.

23.4 Number and Gender. The provisions hereof shall apply without regard to the number or gender of words and expressions used herein.

23.5 Successors and Assigns. Subject to the provisions of Article 14, each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit of not only Landlord and Tenant, but also their respective heirs, legal representatives successors and assigns. In the event more than one person and/or entity executes this Lease as Tenant, or acquires Tenant's rights hereunder, then all such persons and entities shall be jointly and severally liable for all obligations of Tenant under this Lease.

23.6 No Offer. Submission of this instrument for examination shall not bind Landlord in any manner, and no lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

23.7 No Implied Rights. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

23.8 Exhibits. Clauses, plats, exhibits and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

23.9 Deadlines. Time is of the essence with respect to the performance of every provision of this Lease as to which a time limit within which to perform or act is set forth herein or imposed pursuant to the provisions hereof.

23.10 Captions and Pronouns. The Article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any



provision hereof. All pronouns used herein shall apply to all genders and numbers as the context may require.

23.11 Entire Agreement. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the party sought to be bound thereby.

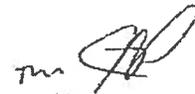
23.12 Preservation of Rights. No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. Landlord's acceptance of any sums less than the full amount due Landlord at any time shall not constitute or be construed as an accord and satisfaction or a waiver of the unpaid amount, notwithstanding any attempt to impose binding conditions on Landlord's acceptance of such sums by restrictive endorsement on a check, a cover letter or otherwise. No act or thing done by Landlord or Landlord's agent during the term of this Lease shall be deemed an acceptance of surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any employee shall not operate as a termination of the Lease or a surrender of the Premises.

23.13 Brokerage and Commissions. Agreement will be established in Separate agreement

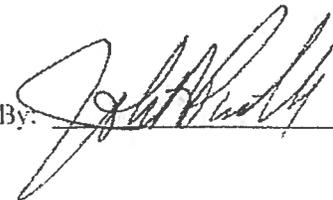
23.14 Contingencies. The Lease will be contingent upon the following:

- a. Mutual execution of Landlord's lease agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease to be effective as of the date first written above, notwithstanding the date of execution.

TENANT:   
Liberty Bell Holdings, LLC  
~~John Pinelli~~ d/b/a South Philly Cheese Steak

Executed: May 22, 2012.

By: 

**LANDLORD:**

Centre 3, LLC,  
an Colorado Limited Liability Company

Executed: May 25, 2012.

By: Tucker Manion  
Tucker Manion, Manager

EXHIBIT A

33% SITE PLAN ALL

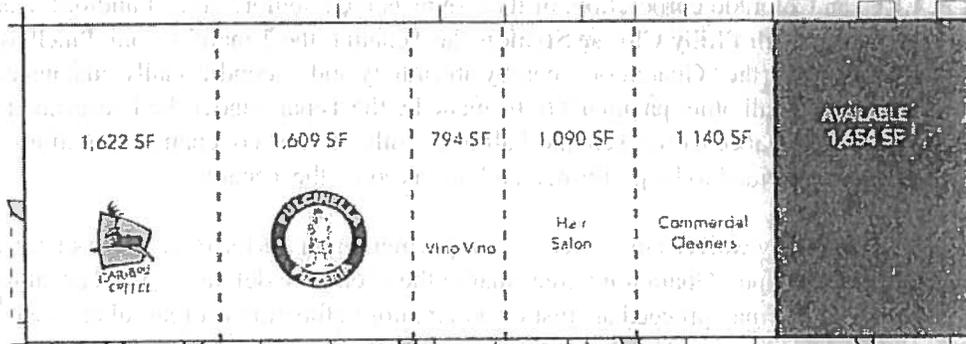


EXHIBIT B

LEASE GUARANTEE

JAP  
TM  
Liberty  
Bell  
Holdings  
LLC

FOR VALUE RECEIVED, and in consideration of the inducement of the Landlord to enter into the Shopping Center Lease dated May 25, 2012 (the "Lease"), in which **Centre 3, LLC**, an Colorado corporation, or its assigns is the Landlord (the "Landlord"), and **John Pinelli d/b/a South Philly Cheese Steak** is the Tenant ("the Tenant"), John Pinelli of Northern Colorado, Inc (the "Guarantor") hereby absolutely and unconditionally guarantees payment of all rent and all other payments to be made by the Tenant under the Lease, and the full performance and observance by the Tenant of all of the other terms, covenants, conditions, and agreements therein provided to be performed and observed by the Tenant.

Guarantor hereby waives any notice of non-payment, non-performance, non-observance, proof of notice, or demand. Guarantor agrees that in the event of a default by the Tenant under the Lease, the Landlord may proceed against the Guarantor before, after, or simultaneously with proceeding against the Tenant. This Lease Guarantee shall not be terminated, affected, or impaired in any manner by reason of: (1) the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against the Tenant; (3) the failure of the Landlord to enforce any of its rights against the Tenant; or (4) the granting by the Landlord of any extension of time to the Tenant. Guarantor further covenants and agrees that: (i) the Guarantor shall be bound by all of the provisions, terms, conditions, restrictions, and limitations contained in the Lease which are to be observed or performed by the Tenant thereunder, the same as if the Guarantor was named individually therein as tenants; and (ii) this Lease Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not the Guarantor shall have knowledge or have been notified of or agreed or consented thereto.

If the Landlord at any time is compelled to take action by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Lease Guarantee, the Guarantor shall, in addition to any other rights or remedies to which the Landlord may be entitled hereunder or as a matter of law or in equity, pay to the Landlord all costs, including reasonable attorneys' fees, incurred or expended by the Landlord in connection therewith.

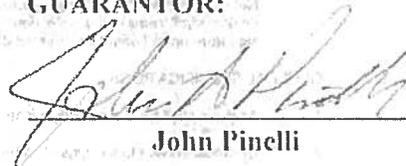
In the event the Lease is disaffirmed by a Trustee in Bankruptcy for the Tenant, the Guarantor agrees that the Guarantor shall, at the election of the Landlord, either assume the Lease and perform all of the covenants, terms and conditions of the Tenant thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

Furthermore, the Guarantor hereby subordinates to the claims of the Landlord against the Tenant any indebtedness or other claim which the Guarantor may have against the Tenant, and the Guarantor shall have no remedy which the Guarantor now has or may hereafter have against the Tenant until all of the Tenant's obligations under the Lease have been fully satisfied. Any defense or claim that the Guarantor might otherwise assert against the Tenant shall not be asserted to limit or diminish the Guarantor's obligations under this Lease Guaranty. All duties and obligations of the Guarantor pursuant to this Lease Guaranty shall be binding upon the successors and assigns of the Guarantor. For purposes of this Lease Guaranty, the word "Tenant" shall include the successors and permitted assigns of the Tenant. This Lease Guarantee shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Guarantor has executed this Lease Guarantee as of the date written below.

GUARANTOR:

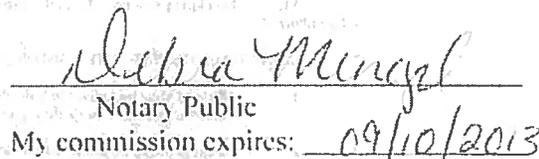
Executed: May 22, 2012.

  
John Pinelli

STATE OF Colorado

COUNTY OF El Paso

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of May, 2012.  
by Goodwill Industries of Northern Colorado, Inc.

  
Notary Public  
My commission expires: 09/10/2013

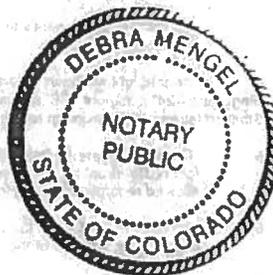


EXHIBIT "C"

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding Shopping Center and for the mutual benefit of all tenants. Conformance will be strictly enforced. Any installed non-conforming or unapproved signs must be removed at Landlord's request and brought into conformance at the expense of Tenant prior to re-installation.

A. GENERAL REQUIREMENTS

LANDLORD AT ITS SOLE DISCRETION RESERVES THE RIGHT TO DISAPPROVE ANY SIGN DESIGN.

NO FABRICATION OF ANY SIGN SHALL COMMENCE PRIOR TO APPROVAL OF SIGN DRAWINGS BY LANDLORD IN WRITING.

1. Tenant shall submit to Landlord for approval before fabrication at least two (2) copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics and fabrication specifications.
2. All permits for signs and their installation shall be obtained and paid for by Tenant.
3. Tenant shall be responsible for the fulfillment of all requirements and specifications as prescribed by Landlord and/or any necessary governmental authority.
4. All signs shall be constructed and installed, including electrical hook up, at Tenant's expense.
5. All signs and their installation shall comply with all local building, zoning and electrical codes, including all resolutions of the City of Cherry Hills Village. Nothing in this criteria shall imply a waiver of requirements by any governmental authorities.
6. All signs shall be reviewed by Landlord for conformance with this criteria and overall design quality. Notwithstanding this criteria, approval or disapproval of sign submittal based on aesthetics of design shall remain the sole right of the Landlord. Approval shall be evidenced by Landlord's signature upon Tenant's submitted drawings.

B. GENERAL SPECIFICATIONS

1. All signs shall be internally illuminated individual letter type.
2. Electrical service to all signs shall be connected to Landlord's house meter at Tenant's expense.
3. No script or logos will be permitted unless approved by Landlord, at its sole discretion.
4. Wording of signs shall not include the product sold except as part of Tenant's trade name or insignia.
5. All conductors, transformers and other equipment shall be concealed.
6. No exposed raceways, crossovers, ballasts or conduit will be permitted.
7. Tenant shall be responsible for the installation and maintenance of its sign(s).
8. All signs are to be installed under the direction of Landlord or Landlord's representative.
9. Tenant's sign contractor shall repair any damage caused by said contractor's work, or by its agents or employees at Tenant's expense.
10. Tenant shall be liable for the operations of Tenant's sign contractor.
11. No signs perpendicular to the face of the building or storefront will be permitted. No cabinet signs will be allowed.

C. SIGNS TO BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING:

1. All signs shall be limited to individual Pan Channel letters 5" deep which will be centered on Tenant's storefront horizontally and vertically.
2. All signs are to be centered on storefront of the Leased Premises except where approved or specified by Landlord.
3. The width of the Tenant's fascia sign shall not exceed seventy-five percent (75%) of Tenant's storefront length.
4. Letter height will be as follows:  
Single line --24" minimum --36" maximum  
Stacked letters --42" maximum total height --12" minimum letter height
5. The total square footage of the sign shall not exceed two (2) square feet for each one (1) lineal foot of storefront for the demised premises. A minimum of thirty (30) square feet of signage shall be allowed regardless of front footage.
6. The color of the face of the sign letters may be selected by Tenant, but must be in keeping with the overall color scheme of the Shopping Center's anchor tenants and must be approved by Landlord.

COMMITMENT TO AGREEMENT

The letter returns shall be painted to match the building fascia color. The trim cap shall match the face of the sign letters.

7. Letter style and color of copy shall be Tenant's choice and subject to Landlord's approval. Face of letter shall be Plexiglas and not painted.
8. All signs must have 60 M.A. transformers on all Mercury Argon gas tubing. 30 M.A. transformers may be used on red neon tubing.
9. All signs must comply with all applicable building and electrical codes.
10. No clips, mounting devices or labels shall be visible.
11. All penetrations of the building structure (to include fascia) required for sign installation shall be sealed in a watertight condition. If at any time during Tenant's occupancy of the Leased Premises, water is found to be leaking into the building structure via penetrations from Tenant's sign, then Tenant shall cause its sign contractor or others to make the necessary repairs to stop water leakage, said work to be at Tenant's sole expense.

**D. MISCELLANEOUS REQUIREMENTS**

1. Each Tenant shall be permitted to place upon its entrance gold leaf or decal lettering, not to exceed two (2) inches in height and not more than 144 square inches, indicating hours of business, emergency telephone numbers, etc.
2. Except as provided herein, no advertising placards, banners, pendants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass storefront, the exterior walls of the buildings, or within 24" of the windows.
3. If required by the U.S. Post Office, Tenant may install on the storefront, its street number in the exact location and/or the size, type, and color or numbers as stipulated by Landlord.
4. Upon removal of Tenant's sign, Tenant at its sole expense, shall plug and patch all penetrations into the building structure so as to make them watertight and so as to match the adjacent finish in a manner satisfactory to Landlord.

COMMENCEMENT DATE AGREEMENT

This agreement is made as of the 22<sup>nd</sup> day of May, 2012 and between Centre 3, LLC, a Colorado limited liability company ("landlord") and Liberty Bell Holdings, LLC d/b/a South Philly Cheese Steak ("Tenant").

WHEREAS, Landlord and Tenant have entered into a Lease dated May 25, 2012 for a certain Premises containing approximately 1,654 square feet (hereinafter referred to as "Premises") located within The Shoppes At Cherry Hills, Cherry Hills, Colorado 80113;

WHEREAS, the Commencement Date, as defined in Section 2.1 of the Lease, has occurred; and pursuant to the Lease, Landlord and Tenant desire to confirm various dates relating to the Lease and the square footage of the premises.

NOW THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate.

COMMENCEMENT DATE: June 08, 2012  
INITIAL TERM EXPIRATION DATE: December 31, 2013  
RENT COMMENCEMENT DATE: July 09, 2012

EXTENDED TERM	<u>Exercise Date</u>	<u>Commencement Date</u>	<u>Expiration Date</u>
1 <sup>st</sup> Option Term	September 30, 2013	January 1, 2014	December 31, 2018
2 <sup>nd</sup> Option Term	September 30, 2018	January 1, 2019	December 31, 2023
3 <sup>rd</sup> Option Term	September 30, 2023	January 1, 2024	December 31, 2028

The execution of this Agreement shall not constitute an exercise by Tenant of its option with respect to the Extended Terms

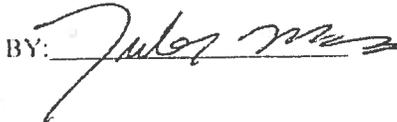
EXECUTED as a sealed instrument on the date first set forth above.

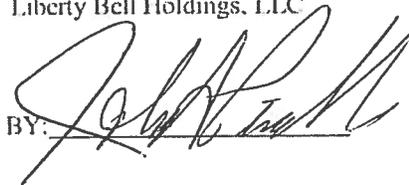
LANDLORD:

TENANT:

Centre 3, LLC

Liberty Bell Holdings, LLC

BY: 

BY: 

FIRST LEASE MODIFICATION

THIS FIRST LEASE MODIFICATION (hereinafter referred to as "Agreement"), made and entered into this 12 day of April, 2013, by and between **Centre 3, LLC, a Colorado limited liability company**, 1616 17th Street, Suite 470, Denver, CO 80202 (hereinafter referred to as "Landlord"), and **Liberty Bell Holdings, LLC d/b/a South Philly Cheese Steak**, 1400 East Hampden Avenue, Suite 100, Cherry Hills Village, Colorado 80113 (hereinafter referred to as "Tenant").

WITNESSETH:

1. **PRIOR LEASE:** Landlord and Tenant entered into that certain Lease Agreement dated May 25, 2012, for certain Premises containing approximately 1,654 square feet (hereinafter referred to as "Premises") located at 1400 East Hampden, Suite 100, Cherry Hills Village, Colorado, 80113

2. **MODIFICATION TO PREMISES:** The Landlord shall allow the Tenant to use the outside patio as described in the attached Exhibit A. The Tenant will be allowed to construct a metal fence around the patio premises as long as it conforms to City code.

c. All other Lease charges as set forth in the Lease shall be computed and based in accordance with the provisions of the Lease.

d. Except as modified hereinabove, the parties hereto do hereby ratify and affirm the Lease dated May 25, 2012, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this First Lease Modification Agreement the day and year first above written.

LANDLORD:  
Centre 3, LLC

By: [Signature]

Name: Tucker manion

Its: property manager, for landlord

Date: 4-12-13

TENANT:

Liberty Bell Holdings, LLC d/b/a South Philly  
Cheese Steak

By: [Signature]

Name: Jake Pinelli

Its: owner South Philly Cheese Steaks

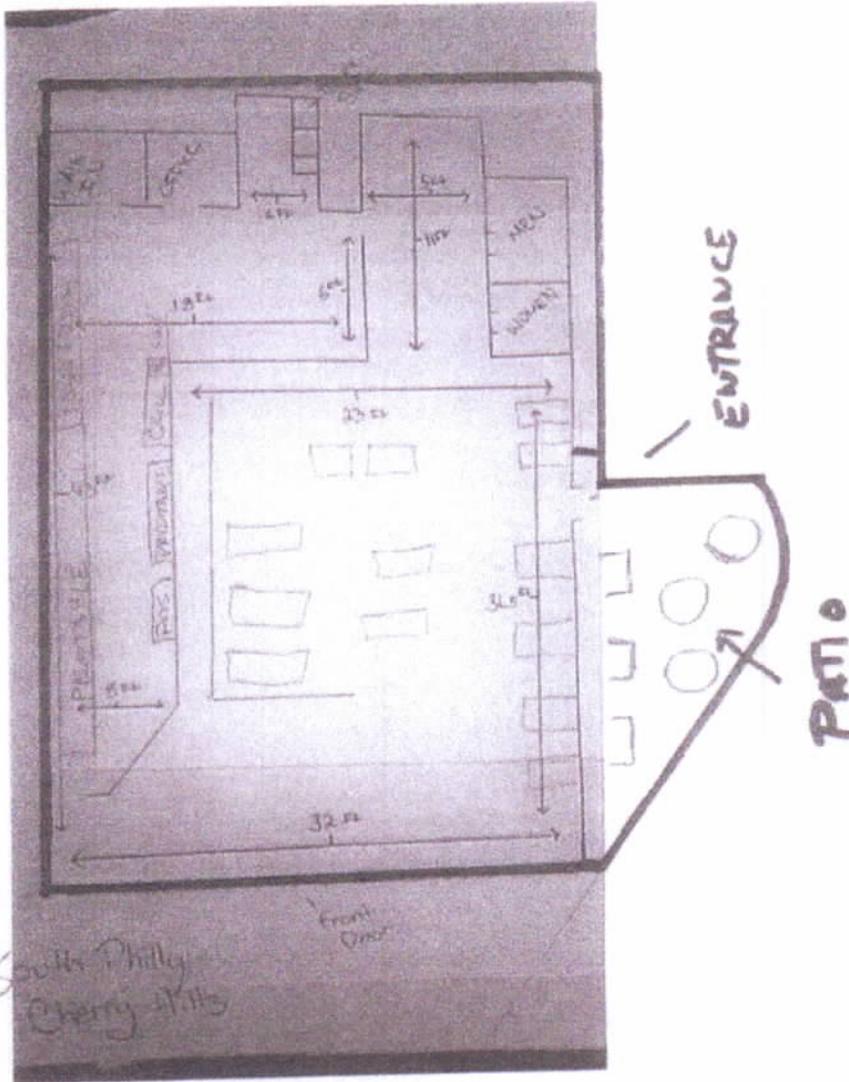
Date: 4-12-13

# Exhibit A

John Pinelli

From:  
Sent:  
To:  
Subject:

John Pinelli <John.Pinelli@wslp.us>  
Wednesday, April 10, 2013 11:45 AM  
'john.pinelli@mho.com'  
Sent from Snipping Tool



SECOND LEASE MODIFICATION

THIS SECOND LEASE MODIFICATION (hereinafter referred to as "Agreement"), made and entered into this 11<sup>th</sup> day of December, 2013, by and between **Centre 3, LLC, a Colorado limited liability company**, 1616 17th Street, Suite 470, Denver, CO 80202 (hereinafter referred to as "Landlord"), and **Liberty Bell Holdings, LLC d/b/a South Philly Cheese Steak**, 1400 East Hampden Avenue, Suite 100, Cherry Hills Village, Colorado 80113 (hereinafter referred to as "Tenant").

WITNESSETH:

1. **PRIOR LEASE:** Landlord and Tenant entered into that certain Lease Agreement dated May 25, 2012, for certain Premises containing approximately 1,654 square feet (hereinafter referred to as "Premises") located at 1400 East Hampden, Suite 100, Cherry Hills Village, Colorado. 80113

2. **FIRST LEASE MODIFICATION:** by the First Lease Modification to the Lease dated April 12, 2013, the Landlord granted Tenant approval to construct a metal fence around the patio premises.

3. **EXTENSION OF PRIOR LEASE TERM:** the term of the Lease expires on December 31, 2013; and Landlord and Tenant desire to exercise the First Option Period to the lease, which will extend the Lease for a period of five (5) years commencing January 1, 2014, and continuing through December 31, 2018 (hereinafter referred to as "First Option Period"), on the terms and conditions hereinafter set forth.

4. **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

- a. The term of the Lease shall be extended to December 31, 2018.
- b. The Guaranteed Minimum Monthly Rental during the Extension Period shall be as follows:

<u>Time Period</u>	<u>Monthly Rent</u>
01/01/2014 - 02/14/2014	\$0.00 (including NNN expenses).
02/15/2014 - 02/28/2014	\$1,654.00
03/01/2014 - 12/31/2014	\$3,308.00
01/01/2015 - 12/31/2015	\$3,407.24
01/01/2016 - 12/31/2016	\$3,509.46
01/01/2017 - 12/31/2017	\$3,614.74
01/01/2018 - 12/31/2018	\$3,723.18

c. All other Lease charges as set forth in the Lease shall be computed and based in accordance with the provisions of the Lease.

d. Except as modified hereinabove, the parties hereto do hereby ratify and affirm the Lease dated May 25, 2012, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Second Lease Modification Agreement the day and year first above written.

LANDLORD:  
Centre 3, LLC

By: Tucker manion  
Name: Tucker manion

TENANT:  
Liberty Bell Holdings, LLC d/b/a South Philly  
Cheese Steak

By: John Anelli  
Name: John Anelli

Its: Property manager <sup>Agent for</sup>  
Landlord

Date: 12-6-13

Its: Owner Sally Pittly, Charis Steady

Date: 12-11-13

**CONSENT OF LIMITED LIABILITY MANAGERS**

Name of Applicant Michael Gelinas  
(Name of the Limited Liability Company)

Doing Business As South Philly Cheese Steaks  
(Name of Business)

Address 1400 E. Hampden Ave #100  
(Address of the Business)

Type of License (Circle One) Hotel and Restaurant Liquor License  
Retail Liquor Store  
3.2% Fermented Malt Beverage License  
Brew Pub  
Other (specify) \_\_\_\_\_

I Michael Gelinas do hereby state that the above named Limited Liability Company has my consent to apply for a License in the City of Cherry Hills Village.

Michael Gelinas  
LLC Manager

I Michael Gelinas do hereby state that the above named Limited Liability Company has my consent to apply for a License in the City of Cherry Hills Village.

Michael Gelinas  
LLC Manager

I Michael Gelinas do hereby state that the above named Limited Liability Company has my consent to apply for a License in the City of Cherry Hills Village.

Michael Gelinas  
LLC Manager

I Michael Gelinas do hereby state that the above named Limited Liability Company has my consent to apply for a License in the City of Cherry Hills Village.

Michael Gelinas  
LLC Manager

**THIS FORM MUST BE SIGNED BY ALL LIMITED LIABILITY MANAGERS**

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**G4 Alliance, Inc.**

is a **Corporation** formed or registered on 10/30/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141665819.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/27/2015 that have been posted, and by documents delivered to this office electronically through 03/30/2015 @ 10:29:58.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/30/2015 @ 10:29:58 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9140765.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*



Colorado Secretary of State  
 Date and Time: 10/30/2014 10:32 AM  
 ID Number: 20141665819  
 Document number: 20141665819  
 Amount Paid: \$1.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Profit Corporation**  
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

G4 Alliance, Inc.

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address 4573 South Washington Street  
*(Street number and name)*

Englewood CO 80113  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province - if applicable) (Country)*

Mailing address  
 (leave blank if same as street address) \_\_\_\_\_  
*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
*(City) (State) (ZIP/Postal Code)*  
 \_\_\_\_\_  
*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name  
 (if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity) G4 Alliance, Inc.  
*(Caution: Do not provide both an individual and an entity name.)*

Street address 4573 South Washington Street  
*(Street number and name)*

Englewood CO 80113  
*(City) (State) (ZIP/Postal Code)*

Mailing address  
 (leave blank if same as street address) \_\_\_\_\_  
*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
*(City) (State) (ZIP/Postal Code)*

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name  
(if an individual) Gelinas Michael C  
(Last) (First) (Middle) (Suffix)

or

(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 4573 Washington Street  
(Street number and name or Post Office Box information)

Englewood CO 80113  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_  
(Province - if applicable) United States.  
(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 100 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Gelinas                      Michael                      C  
(Last)                                      (First)                                      (Middle)                                      (Suffix)

4573 South Washington Street  
(Street number and name or Post Office Box information)

Englewood                      CO                      80113  
(City)                                      (State)                                      (ZIP/Postal Code)

United States  
(Province – if applicable)                      (Country)

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

### AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 4 day of April, 20 15.

**Seller:**

4700 679  
Licensee & License Number

South Philly Cheese Steaks  
Trade name

John A. Pinielli  
Signature

Owner  
Position

John Pinielli  
Print Name

**Buyer:**

Michael Gelinas  
Applicant

South Philly Cheese Steaks  
Trade name

Michael Gelinas  
Signature

Owner  
Position

Michael Gelinas  
Print Name

2/19/2015

To Whom It May Concern,

I'm writing in regards to the liquor license for South Philly Cheese Steaks of Cherry Hills located at 1400 E Hampden Ave. Cherry Hills Village CO. I, John Pinelli have no objections, reservations or concerns in the transfer of liquor license to Michael Gelinas. Michael Gelinas is in the process of purchasing South Philly Cheese Steaks of Cherry Hills.

Thank you,

  
John Pinelli

Subscribed and sworn to before me this 19<sup>th</sup> day of February, 2015

  
Notary Public



# CITY OF CHERRY HILLS VILLAGE

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

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

April 21, 2015

Dan Hopkins  
Board Chair, Scientific and Cultural Facilities District  
SCFD  
899 Logan Street #500  
Denver, CO 80203

Dear Mr. Hopkins,

Thank you for notifying the Cherry Hills Village City Council of the Scientific and Cultural Facilities District (SCFD) reauthorization process and inviting us to participate in the public input process. Although we are not able to attend the Board meetings we would like to express our whole hearted support of the reauthorization of the SCFD. The SCFD provides valuable resources to residents of the Denver Metro area and beyond, including the residents of the City of Cherry Hills Village. We appreciate the SCFD Board's dedication to the public input process.

Sincerely,

  
\_\_\_\_\_  
Laura Christman, Mayor

\_\_\_\_\_  
Alex Brown, Mayor Pro Tem

\_\_\_\_\_  
Mark Griffin, Council Member

\_\_\_\_\_  
Earl Hoellen, Council Member

\_\_\_\_\_  
Mike Gallagher, Council Member

\_\_\_\_\_  
Klasina VanderWerf, Council Member

\_\_\_\_\_  
Katy Brown, Council Member

  
\_\_\_\_\_  
John Patterson, City Manager

## Laura Smith

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**From:** Laura Christman  
**Sent:** Thursday, April 09, 2015 1:10 PM  
**To:** Laura Smith  
**Cc:** John Patterson  
**Subject:** Fwd: SCFD reauthorization process and invite to participate

Can you prepare a letter of support that we can all sign and send in, assuming everyone is in favor. thank you so much. lmc

Begin forwarded message:

**From:** Sheila Mieger <[sheila@scfd.org](mailto:sheila@scfd.org)>  
**Subject:** SCFD reauthorization process and invite to participate  
**Date:** April 9, 2015 at 10:29:33 AM MDT  
**To:** <[lchristman@cherryhillsvillage.com](mailto:lchristman@cherryhillsvillage.com)>, <[mgriffin@cherryhillsvillage.com](mailto:mgriffin@cherryhillsvillage.com)>, <[ehoellen@cherryhillsvillage.com](mailto:ehoellen@cherryhillsvillage.com)>, <[ehoellen@cherryhillsvillage.com](mailto:ehoellen@cherryhillsvillage.com)>, <[mgallagher@cherryhillsvillage.com](mailto:mgallagher@cherryhillsvillage.com)>, <[kvanderwerf@cherryhillsvillage.com](mailto:kvanderwerf@cherryhillsvillage.com)>, <[kbrown@cherryhillsvillage.com](mailto:kbrown@cherryhillsvillage.com)>, <[jpatterson@cherryhillsvillage.com](mailto:jpatterson@cherryhillsvillage.com)>

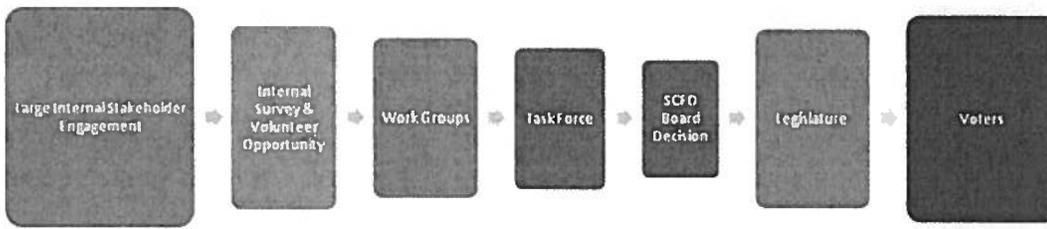
Dear Cherry Hills City Council and Mayor Christman,

The Scientific and Cultural Facilities District (SCFD) is reaching out to leaders across the seven-county metro region with a brief update on the status of the district's reauthorization process and to invite you to participate in this extensive public process.

As you know, SCFD is a voter-approved initiative that provides funding for arts, science and cultural organizations so they may provide expanded access and programming to the public. First launched in 1988, SCFD has been reauthorized - renewed - by regional voters in 1994 and 2004. Voters will be asked again in November 2016 to approve this incredible resource benefiting our citizens.

An SCFD board-driven process to gather feedback has been the largest and most inclusive effort leading up to a reauthorization in the history of the SCFD's existence. Engagement of internal stakeholders from organizations of all sizes, disciplines and counties began back in 2011. The SCFD board is committed to a thoughtful, diverse and transparent process focusing on ways to best serve the public.

The board is midway through this process, as the SCFD Reauthorization Task Force is now completing its work. The board-appointed Task Force consists of 18 individuals from all tiers and all counties in the district, as well as community leaders. The Task Force evaluated feedback from seven reauthorization Work Groups, the public and stakeholders to determine a set of recommendations to take to the SCFD board. On April 23, the Task Force will report its recommendations to the board at a public meeting. In subsequent public meetings, the SCFD board will evaluate these recommendations and make decisions on legislative recommendations. (See the graphic below for 2011-2016 reauthorization process basics.)



The Reauthorization Task Force’s report will be available for public review on the [scfd.org](http://scfd.org) website immediately following the April 23 SCFD board meeting. We welcome and encourage the participation of you and your constituents in this process, and encourage attendance at the [board meetings](#) on **April 23 at Hudson Gardens** and **May 28 at the Denver Art Museum, both at 12 p.m.** If you are unable to attend in person, we encourage your feedback via email at [comment@scfd.org](mailto:comment@scfd.org). Please feel free to contact either of us with questions or concerns. We hope to see you this spring.

Thank you!

Dan Hopkins  
Board Chairman, SCFD

Peg Long  
Executive Director, SCFD

CHERRY HILLS VILLAGE  
COLORADO

2450 E. Quincy Avenue  
Cherry Hills Village, CO 80113  
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Village Center  
Telephone 303-789-2541  
FAX 303-761-9386

ITEM: 10d(i)

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MEMORANDUM

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** ROBERT ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT:** COMMUNITY DEVELOPMENT DEPARTMENT MONTH END REPORT FOR MARCH 2015

**DATE:** APRIL 21, 2015

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**BUILDING PERMITS SUMMARY:**

	<i>March 2015</i>	<i>YTD 2015</i>	<i>YTD 2014</i>	<i>YTD % Change</i>
Total Permits	69	188	173	9%
Total Revenue	\$123,659	\$199,377	\$162,081	23%
New Home Permits	1	2	1	100%
New Home Revenue	\$85,955	\$104,434	\$23,501	344%
Remodel/Addition Permits	7	30	32	-6%
Remodel/Addition Revenue	\$23,137	\$50,808	\$65,043	-22%

**PLANNING AND ZONING COMMISSION:**

- March 10, 2015 Regular Meeting: The Commission 1) reviewed and recommended approval of an amended plat for Denver First Church of the Nazarene to vacate a utility and drainage easement; 2) reviewed and recommended approval of the George W. Calkins Trust Subdivision final plat; 3) continued a request by Blue Hill Land Company, LLC for a minor subdivision pending receipt of additional documents; 4) adopted amended rules of procedure to only hold one regular meeting a month instead of two.

**BOARD OF ADJUSTMENT AND APPEALS:**

- March 5, 2015 Regular Meeting: The Board held a training session with staff and the City Attorney.

**ATTACHMENTS:**

- Exhibit A: Planning Project Activity List
- Exhibit B: Year-to-Date Permit Activity Graphs
- Exhibit C: Permit Summary Table
- Exhibit D: Issued Permit Report

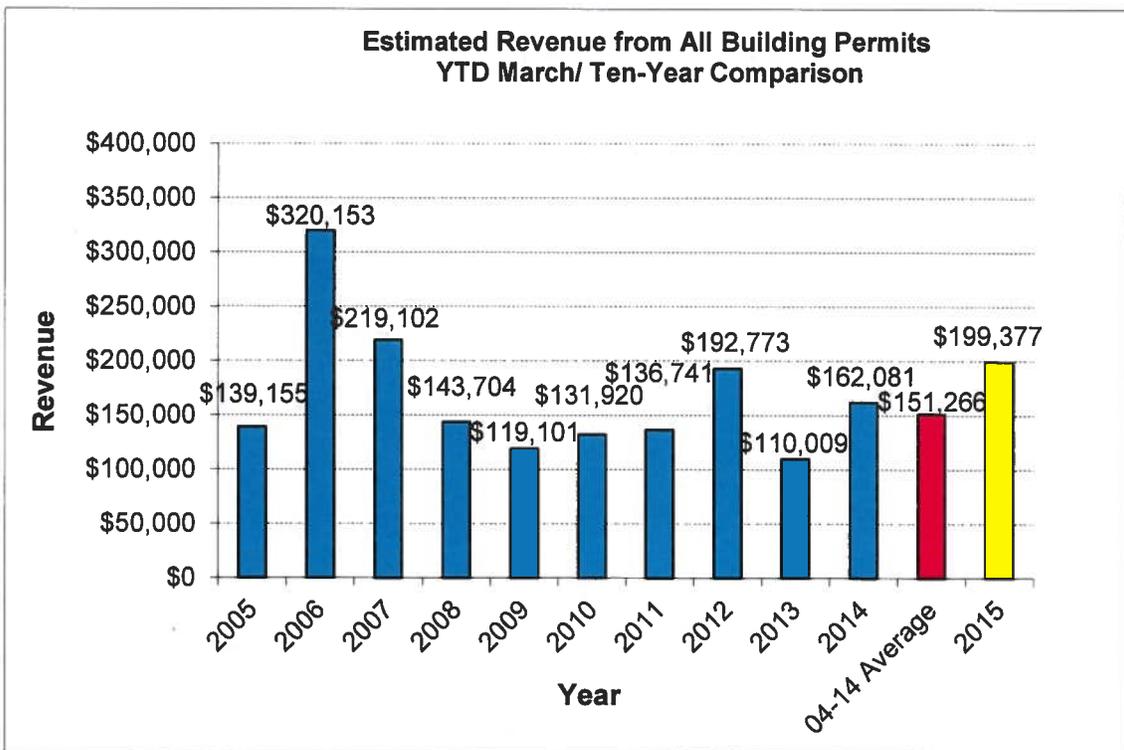
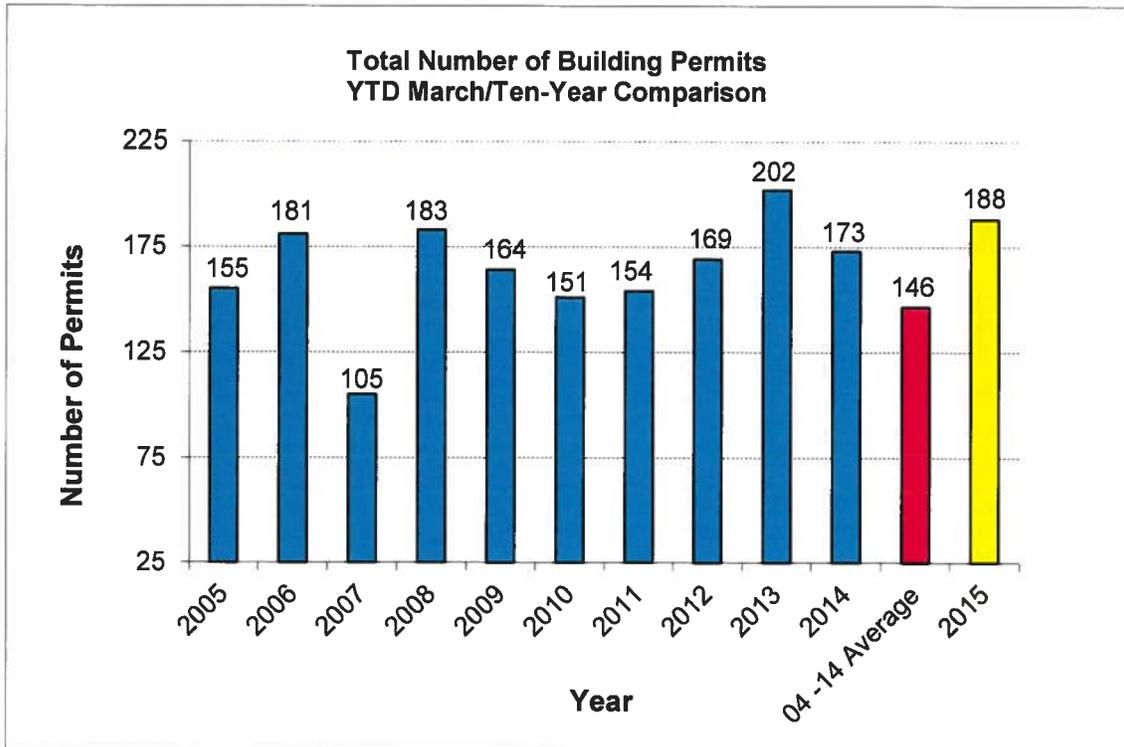
## Planning Project Activity List Community Development Department

Report Date: April 16, 2015

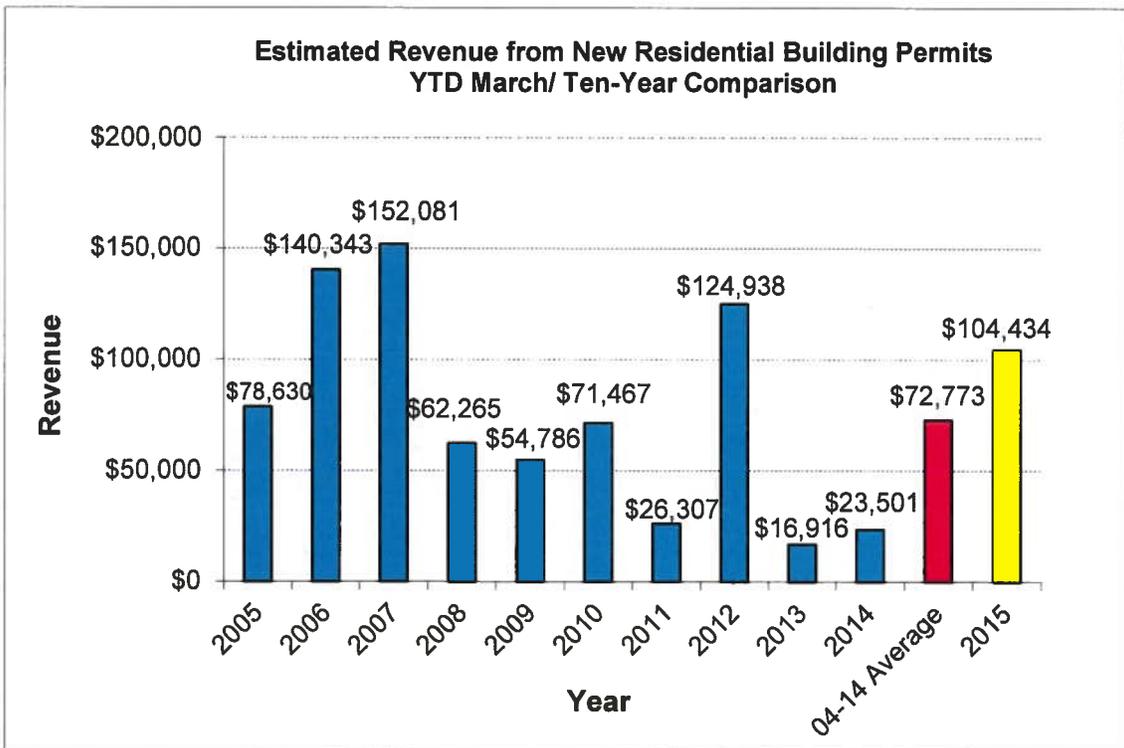
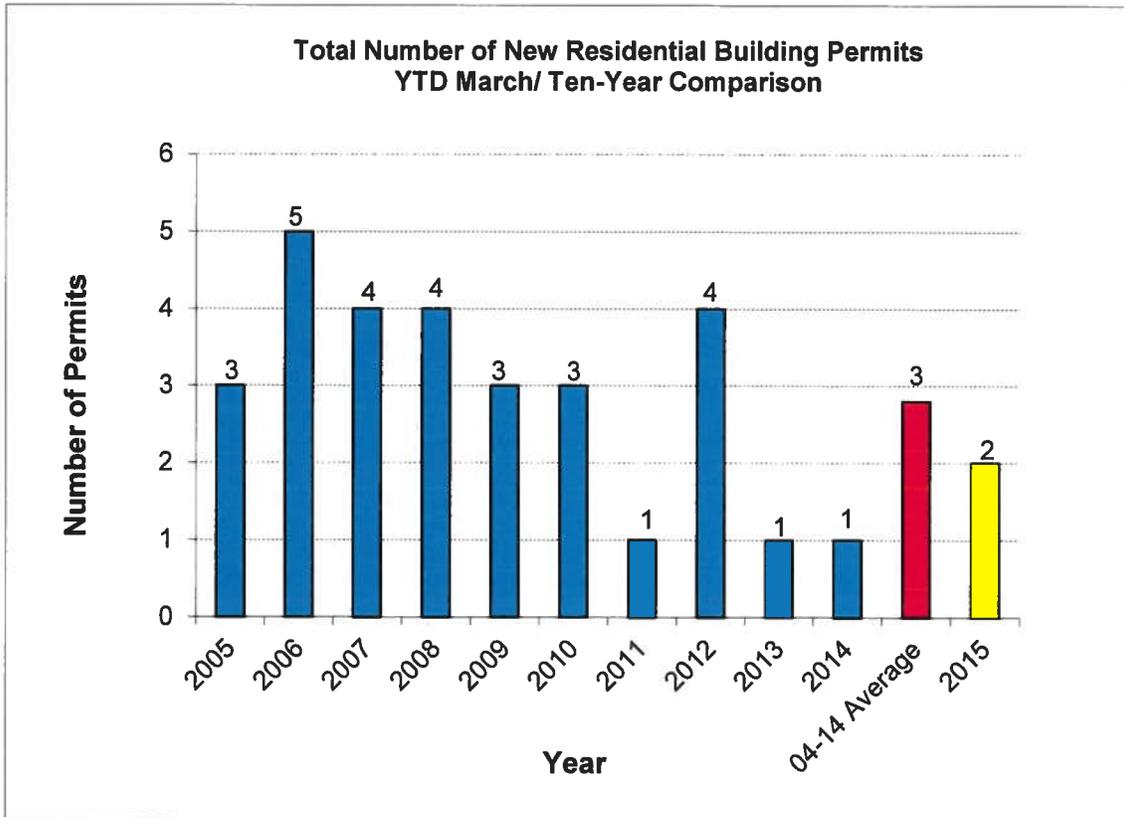
*City Council and Planning and Zoning Commission Members are advised to avoid discussing quasi-judicial land use matters with any person outside of the public hearing process. The restriction on discussion of quasi-judicial matters is generally considered to take effect when a formal application has been filed with the City. The following list includes only those matters for which the City has received a formal application. City Council and Planning and Zoning Commission Members are nevertheless advised to use caution in discussing any land use matter that may become quasi-judicial, even before the filing of a formal application.*

Quasi-Judicial Cases					
Applicant	Address	Description	PTRC Review	P&Z Review	Council Review
Blue Hill Land Company, LLC	Kenyon Ave/Ogden St	Minor Subdivision – 2 Lots, R-3 1 Acre & Floodplain Development Permit	3/12	04/14 05/12	Pending
Maven Properties, LLC	2 Tenaya Ln/5050 Quincy Ave	Minor Subdivision Amendment, Cantioe – Vacation and Relocation of Trail Easement	Pending	Pending	Pending
Denver First Church of the Nazarene	3800 Hampden Ave	Conditional Use Permit – Roof-Mounted Wireless Facility	n/a	Pending	Pending
Non Quasi-Judicial Cases and Ordinance Amendments					
Applicant	Address	Description	PTRC Review	P&Z Review	Council Review
Staff Initiated	n/a	Amendments to Sec. 16-20-10 to Create Expanded Use Permit Review Criteria	2/12/14	7/22/14 8/12/14 9/9/14	10/7/14 Continued 4/7: 1 <sup>st</sup> reading 05/05: 2 <sup>nd</sup> reading
P&Z Initiated	n/a	Amendments to Sec. 16-16-50 – Clarify Recreational Use Lighting Code for Residences and Expanded Use Applications	n/a	10/14/14	Pending
Staff Initiated	n/a	Amendments to Sec. 16-16-130 – Amend Collocation Process and Create Non-Substantial Change Process for Wireless Facilities in Compliance with FCC Rule and Order (CCUA Providing Template Ordinance)	n/a	05/12	Pending
City Council Initiated	n/a	Cat Anderson Property Zoning Category	Pending	Pending	Pending
Cherry Hills Farm HOA	n/a	Amendment to Sec. 16-1-10 and 16-18-20 – Amend Guardhouse Review Process for Public Roads	n/a	1/13	2/3 Tabled Indefinitely
Board of Adjustment and Appeals Cases					
Applicant	Address	Description	BOAA Review		
Staff Initiated	4300 S. Lafayette St	Setback and bulk plane variance on nonconforming lot.	06/04		

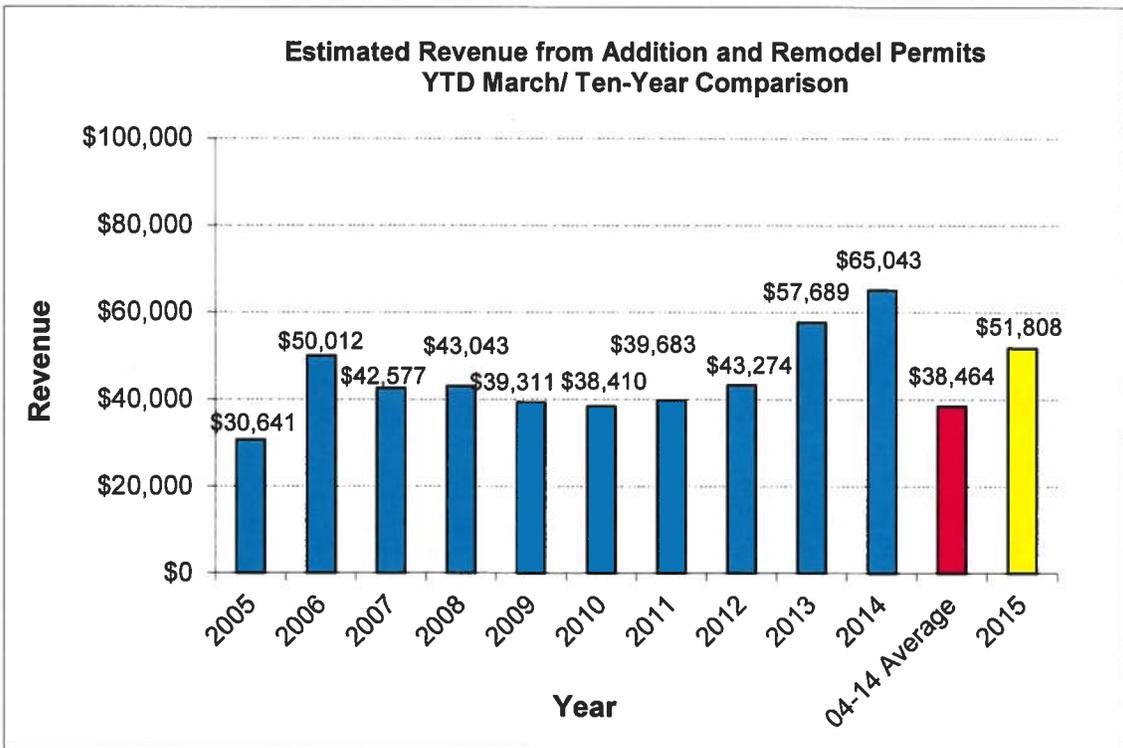
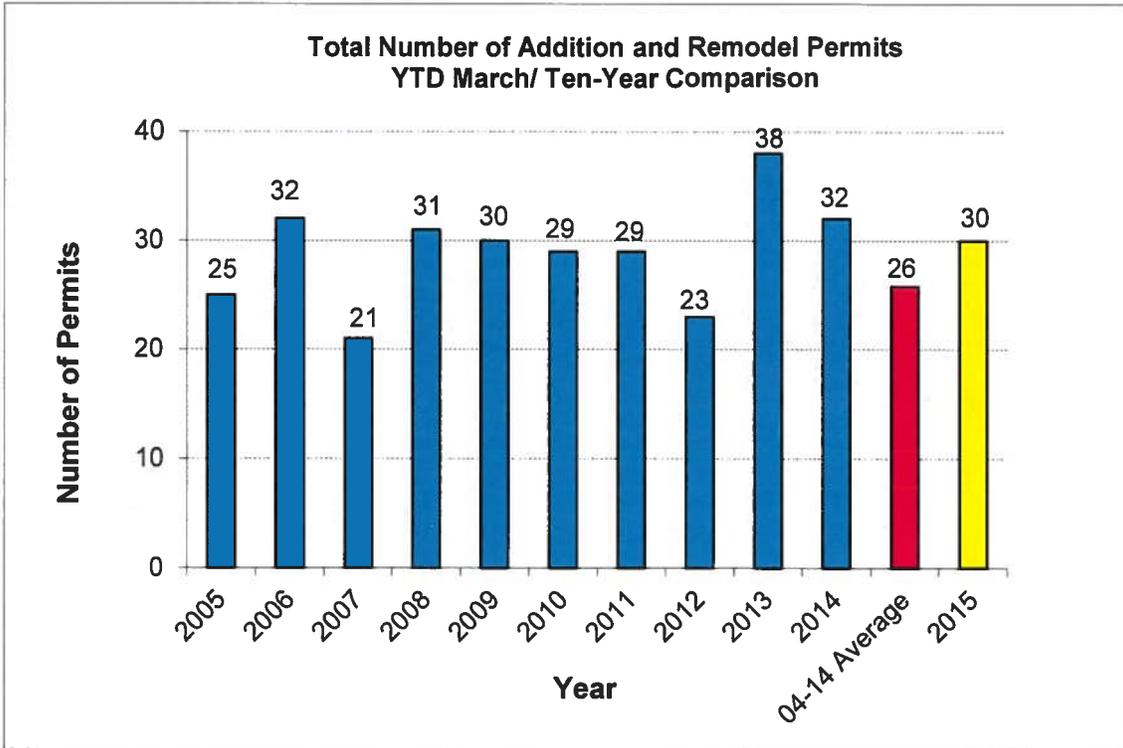
**TOTAL PERMITS  
YTD THROUGH MARCH  
10 YEAR COMPARISON**



**NEW RESIDENCES  
YTD THROUGH MARCH  
10 YEAR COMPARISON**



**ADDITIONS & REMODELS  
YTD THROUGH MARCH  
10 YEAR COMPARISON**





Permit Listing - Monthly Report

Permits Issued

Grouped By: Permit Type (Asc)      Sorted By: Work Start (Asc)      Parameters: Date Issued is between 3/1/2015 and 3/31/2015

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

76095 599 8 CHURCHILL DR R-2 EDWARDS, GENE / 46,000 / 1,137.50  
 Accessory Structure ENGLEWOOD, CO 80113-4001 EDWARDS, GENE / 3/9/15 / 9/8/16  
 2/20/15 3/9/15 Council District 2 Chry Hls Park INTEGRITY POOL BUILDERS / 303-505-1652 Active

Description of Work: INGROUND SWIMMING POOL

76104 981 5111 SANFORD CIR W R-4 BAKKE, DOUG & AUDREY / 720-528-6307 30,000 / 666.30  
 Accessory Structure ENGLEWOOD, CO 80113-5151 BAKKE, DOUG & AUDREY / 720-528-6307 3/9/15 / 9/8/16  
 2/25/15 3/9/15 Council District 3 Highline Park MOUNTAIN MACK CONSTRUCTION / 303-82 Active

Description of Work: REMOVE HOT TUB AND REPLACE WITH NEW CONCRETE HOT TUB

76079 952 10 BLACKMER RD R-1 TULLY, DANIEL / 158,795 / 2,436.04  
 Accessory Structure ENGLEWOOD, CO 80113-6109 TULLY, DANIEL / 3/16/15 / 9/16/16  
 2/17/15 3/16/15 Council District 3 Highline Park AQUALITY CONSTRUCTION / 303-469-2229 Active

Description of Work: SWIMMING POOL AND SPA

Total Permits Issued (Accessory Structure) : 3      Total Cost: 234,795.00      Total Fees: 4,239.84

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
<b>Building Permit - Other</b>				
74972 432 Building Permit - Other 12/27/13 1/14/14	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 CORNERSTONE CUSTOM HOMES / 720-641 Active	45,000 / 2,023.05 3/2/15 / 9/2/16
<b>Description of Work: BUILD NEW HARD ROOF AT CLUB ENTRY TO REPLACE CURRENT CANVAS ROOF</b>				
76105 1124 Building Permit - Other 2/26/15 3/3/15	3960 S CHERRY ST ENGLEWOOD, CO 80113-5034	R-5	ROGERS, KYLE / 303-725-2633 ROGERS, KYLE / 303-725-2633 DENVER EGRESS WINDOW / 720-838-0008 Complete	4,000 / 345.00 3/3/15 / 9/1/16
<b>Description of Work: INSTALL ONE CODE COMPLIANT EGRESS WINDOW AND WELL IN BASEMENT.</b>				
76098 2043 Building Permit - Other 2/23/15 3/3/15	4896 S CLARKSON ST ENGLEWOOD, CO 80113-7006	R-3 Council District 1	LEMON, KENT B & AMY DONOVAN / 303-548-5,137 / 57.79 LEMON, KENT B & AMY DONOVAN / 303-548-3/3/15 / 9/1/16 COOPER HEATING & COOLING / 720-361-42 Active	
<b>Description of Work: REPLACE FURNACE AND A/C</b>				
76110 767 Building Permit - Other 3/3/15 3/3/15	9 CHERRY HILLS DR ENGLEWOOD, CO 80113-4811	R-3 Council District 2 Taplin	BOWLEN, PAT / 303-842-5548 BOWLEN, PAT / 303-842-5548 DESIGNS BY SUNDOWN / 303-434-3532 Active	6,500 / 73.13 3/3/15 / 9/2/16
<b>Description of Work: PATIO</b>				
76099 316 Building Permit - Other 2/23/15 3/3/15	3211 CHERRYRIDGE RD ENGLEWOOD, CO 80113-6009	R-3 Council District 1 Chryridge	CARROLL, KEVIN / 720-203-4440 CARROLL, KEVIN / 720-203-4440 DENVER EGRESS WINDOW / 720-838-0008 Active	3,000 / 333.75 3/3/15 / 9/1/16
<b>Description of Work: INSTALL 1 CODE COMPLIANT EGRESS WINDOW IN BASEMENT</b>				
76111 1115 Building Permit - Other 3/4/15 3/4/15	4021 S DAHLIA ST ENGLEWOOD, CO 80113-5145	R-5	ANDERSON DECEDENTS TRUST / ANDERSON DECEDENTS TRUST / PELLA WINDOWS & DOORS / 720-670-8186 Complete	12,500 / 140.63 3/4/15 / 9/4/15
<b>Description of Work: REPLACE 14 WINDOWS NO SIZE CHANGE (LIKE FOR LIKE)</b>				
76116 1677 Building Permit - Other 3/5/15 3/5/15	67 CHARLOU CIR ENGLEWOOD, CO 80111-1102	R-3	KEESLING, FRANK M / 303-808-5286 KEESLING, FRANK M / 303-808-5286 APEX PLUMBING INC / 303-215-1348 Complete	3,100 / 34.88 3/5/15 / 9/5/16
<b>Description of Work: SEWER REPAIR - S SPOT REPAIR AT CAST TO CLAY TRANSITION, REPLACE 5 FEET OF CLAY SEWER LINE WITH SDR AND II</b>				
76115 912 Building Permit - Other 3/5/15 3/5/15	5582 E OXFORD AVE ENGLEWOOD, CO 80113-5138	R-4	GORDON, ERIC D & NICOLE D / GORDON, ERIC D & NICOLE D / GOLDEN WEST PLUMBING & HVAC /	4,551 / 51.20 3/5/15 / 9/5/16 Active
<b>Description of Work: REPLACE 2 50GALLON NATURAL GAS WATER HEATERS</b>				

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
76120 1158 Building Permit - Other 3/6/15	3921 S CLERMONT ST ENGLEWOOD, CO 80113-5035	R-5	ROSENTHAL, DAVID I / ROSENTHAL, DAVID I / PROSPECT PLUMBING LLC / 720-999-0096	1,154 / 20.00 3/6/15 / 9/8/16 Active
<b>Description of Work: WATER HEATER REPLACEMENT</b>				
76119 685 Building Permit - Other 3/6/15	6 SUNRISE DR ENGLEWOOD, CO 80113-4107	R-1	SHANKLE, CARLA G. / 303-817-4675 SHANKLE, CARLA G. / 303-817-4675 LITTLETON HEATING & AIR / 303-798-3880	5,400 / 60.75 3/6/15 / 9/5/16 Complete
<b>Description of Work: REPLACE BOILER</b>				
76121 1115 Building Permit - Other 3/9/15	4021 S DAHLIA ST ENGLEWOOD, CO 80113-5145	R-5	MOULTON, STEVEN / ANDERSON DECEDENTS TRUST / A-OK PLUMBING / 303-591-0126	600 / 20.00 3/9/15 / 9/8/16 Complete
<b>Description of Work: REPLACE 3' CAST IRON PIPE IN HOUSE</b>				
76126 244 Building Permit - Other 3/10/15	4660 S DOWNING ST ENGLEWOOD, CO 80113-5918		KEELEY, JAMES & GERALDINE / 303-781-27 KEELEY, JAMES & GERALDINE / 303-781-27 GAS CONNECTION / 303-466-4206	685 / 20.00 3/10/15 / 9/8/16 Active
<b>Description of Work: INSTALATION OF GAS LINE FOR GRILL</b>				
76132 1151 Building Permit - Other 3/11/15	3975 S CHERRY ST ENGLEWOOD, CO 80113-5033	R-5	KOSMICKI, PATRICK W & / KOSMICKI, PATRICK W & / RENEWAL BY ANDERSEN / 303-945-1519	14,612 / 164.39 3/11/15 / 9/10/16 Active
<b>Description of Work: REPLACING 8 WINDOWS LIKE FOR LIKE UFACTOR OF .30 OR BETTER</b>				
76137 51 Building Permit - Other 3/13/15	4880 S FRANKLIN ST ENGLEWOOD, CO 80113-7009	R-1 Council District 4	O'SHAUGHNESSY, DANIEL J & / O'SHAUGHNESSY, DANIEL J & / BLUE SKY PLUMBING & HEATING / 303-421- Complete	3,000 / 33.75 3/13/15 / 9/11/16 Complete
<b>Description of Work: REPLACING FURNACE WITH TRANE 80K BTU FURNACE</b>				
76143 643 Building Permit - Other 3/18/15	15 VISTA RD ENGLEWOOD, CO 80113-4909	R-2 Council District 2 Village Hts Addn 2nd Flng	VIETS, ELYSIA / VIETS, ELYSIA / ARTS SEWER & WATER SERVICE / 303-426- Complete	9,000 / 101.25 3/18/15 / 9/16/16 Complete
<b>Description of Work: IN YARD ONLY 1' WATER LINE RECONNECT TO EXISTING LINE &amp; 2' FIRE LINE.</b>				
76156 1100 Building Permit - Other 3/20/15	1 BLACKMER RD ENGLEWOOD, CO 80113-6109	R-1 Council District 3 Highline Park	KARYN A & MICHAEL R BRISTOW / KARYN A & MICHAEL R BRISTOW / COLORADO DELTA MECHANICAL / 866-692- Active	1,824 / 20.00 3/20/15 / 9/19/16 Active
<b>Description of Work: REPALCE 75 GAL WATER HEATER</b>				

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
76152 218 Building Permit - Other 3/20/15 3/20/15	1001 E LAYTON AVE ENGLEWOOD, CO 80113-7017	R-3 Council District 4 Swastika Acres 1	HANKINSON, JENNIFER / 806-441-3735 HANKINSON, JENNIFER / 806-441-3735 COOPER HEATING & COOLING / 720-361-42	6,794 / 76.43 3/20/15 / 9/19/16 Active
<b>Description of Work: REPLACE FURNACE AND WATER HEATER</b>				
76167 880 Building Permit - Other 3/25/15 3/25/15	5134 E PRINCETON AVE ENGLEWOOD, CO 80113-5020	R-4	HOLLENBECK & VEYNA, HEIDI & KEITH / 30 2,500 / 28.13 HOLLENBECK & VEYNA, HEIDI & KEITH / 30 3/25/15 / 9/24/16 ELITE PIPE MD / 720-354-8543	2,500 / 28.13 3/26/15 / 9/25/16 Active
<b>Description of Work: 80' YARD REPAIR ON SEWER LINE</b>				
76170 634 Building Permit - Other 3/25/15 3/26/15	3200 E QUINCY AVE ENGLEWOOD, CO 80113-4922	R-1	PETRY, NANCY DORAN / PETRY, NANCY DORAN / HARRINGTON LANDSCAPES / 970-531-2178	2,500 / 28.13 3/26/15 / 9/25/16 Active
<b>Description of Work: MAILBOX REPLACEMENT</b>				
76169 207 Building Permit - Other 3/25/15 3/26/15	1010 E STANFORD AVE ENGLEWOOD, CO 80113-5926	R-3 Council District 4 Chry's Bdwy Gdns	KOEPLIN, ERIC / KOEPLIN, ERIC / NOW HEATING AND AIR / 303-288-2299	49,949 / 561.93 3/26/15 / 9/25/16 Active
<b>Description of Work: INSTALLING 4 A/C UNITS AND 4 FURNACES</b>				
76160 1308 Building Permit - Other 3/23/15 3/26/15	9 PARKWAY DR ENGLEWOOD, CO 80113-4227	R-2	PARKS, DAN / 303-808-3453 PARKS, DAN / 303-808-3453 PRO FORM CONCRETE / 303-808-7075	16,000 / 180.00 3/26/15 / 9/25/16 Active
<b>Description of Work: REMOVE AND REPLACE PATIOS</b>				
76176 1293 Building Permit - Other 3/27/15 3/27/15	4081 S CHERRY ST ENGLEWOOD, CO 80113-5082	R-5	RASTELLO, TIM / 303-669-0784 RASTELLO, TIM / 303-669-0784 JACK TODD COMPANIES / 303-710-5812	7,547 / 84.00 3/27/15 / 9/26/16 Complete
<b>Description of Work: SEWER CONNECTION</b>				

Total Permits Issued (Building Permit - Other) : 22

Total Cost: 205,352.28

Total Fees: 4,458.19

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
<b>Demo</b>				
76118 Demo 3/6/15	4001 S BELLAIRE ST ENGLEWOOD, CO 80113-5027	R-5	BECKER, BRIAN / 612-695-9706 BECKER, BRIAN / 612-695-9706 VIRDEN ENTERPRISES / 303-588-6787	5,000 / 100.00 3/6/15 / 9/5/16 Void
<b>Description of Work: DEMO FOR REMODEL</b>				
76112 Demo 3/4/15	3 HUNTWICK LN ENGLEWOOD, CO 80113-7110	R-3 Council District 1 Chrymoor South Fing 3	UNTERMAYER, BRIAN / 303-588-0448 UNTERMAYER, BRIAN / 303-588-0448 CORNERSTONE CUSTOM HOMES / 303-783 Active	250 / 20.00 3/10/15 / 9/8/16 Active
<b>Description of Work: DEMO APPROX 15 SHEETS OF DRYWALL</b>				
76114 Demo 3/5/15	1101 E BELLEVIEW AVE LITTLETON, CO 80121-8101	R-3 Council District 4 Viking Acres	FOSTER, JOE / 303-525-7775 FOSTER, CHARLES / 303-525-7775 JBC ENTERPRISES INC / 303-841-9100	13,000 / 20.00 3/1/15 / 9/10/16 Complete
<b>Description of Work: COMPLETE DEM OF HOUSE &amp; POOL</b>				
76140 Demo 3/16/15	4401 S DOWNING ST ENGLEWOOD, CO 80113-5913	R-3	SCHMITT, JEFFREY D & / SCHMITT, JEFF / 303-525-7775 JBC ENTERPRISES INC / 303-841-9100	21,200 / 20.00 3/18/15 / 9/16/16 Active
<b>Description of Work: COMPLETE DEMOLITION OF HOUSE, SMALL HOUSE &amp; BARN</b>				
76175 Demo 3/27/15	17 CHERRYMOOR DR ENGLEWOOD, CO 80113-6031	R-3 Council District 1 Chrymoor South	FUNK, ERIC & ELIZABETH / 303-514-7929 FUNK, ERIC & ELIZABETH / 303-514-7929 ERIC & ELIZABETH FUNK / 303-514-7929	30,000 / 20.00 3/27/15 / 9/26/16 Active
<b>Description of Work: DEMO DUTCH HIPS ON ROOF AND PORCH ABOVE FRONT DOOR</b>				

Total Permits Issued (Demo) : 5

Total Cost: 69,450.00

Total Fees: 180.00

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
<b>Electrical</b>				
76108 432 Electrical 3/2/15	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 SATO ELECTRICAL SOLUTIONS / 720-209-8	1,700 / 55.00 3/2/15 / 8/3/16 Active
<b>Description of Work:</b> ADD 2 CIRCUITS AND 8 OUTLETS TO ENTRY SOFFITS FOR XMAS LIGHTS AND ICE MELT.				
76117 285 Electrical 3/6/15	202 SUMMIT BLVD ENGLEWOOD, CO 80113-7045	R-4 Chry His Farm West	BERMAN, JAMES F & KIMBERLEE W / BERMAN, JAMES F & KIMBERLEE W / GREAT AMERICAN ELECTRIC / 303-888-172	250 / 50.00 3/6/15 / 9/5/16 Active
<b>Description of Work:</b> RELOCATE TWO LIGHT FIXTURES AND ADD TWO CANS IN BATHROOM				
76125 1020 Electrical 3/10/15	5275 SANFORD CIR E ENGLEWOOD, CO 80113-5107	R-4	KELLEY, SARAH / 303-520-8306 KELLEY, SARAH / 303-520-8306 CURRENT INSTALLATIONS LLC / 720-458-84	2,475 / 65.25 3/10/15 / 9/9/16 Active
<b>Description of Work:</b> ELECTRICAL FOR BASEMENT REMODEL				
76122 1124 Electrical 3/10/15	3960 S CHERRY ST ENGLEWOOD, CO 80113-5034	R-5	ROGERS, KYLE / 303-725-2633 ROGERS, KYLE / 303-725-2633 ELECTRIC GUY LLC / 970-888-1220	960 / 55.00 3/10/15 / 9/10/16 Active
<b>Description of Work:</b> ELECTRIC FOR BASEMENT REMODEL - 7 OUTLETS, 3 SWITCHES, 8 LIGHTS, 1 SMOKE DETECTOR				
76128 1686 Electrical 3/10/15	6477 MANOR DR ENGLEWOOD, CO 80111-1129	R-1	FOSTER, JOE / 303-667-9400 FOSTER, JOE / 303-667-9400 BRANT ELECTRIC / 720-641-2189	1,000 / 55.00 3/10/15 / 9/8/16 Complete
<b>Description of Work:</b> TEMP METER				
76127 1589 Electrical 3/10/15	4645 S HOLLY ST ENGLEWOOD, CO 80111-1144	R-1 Council District 5	WANASZ, DEBORAH / 303-969-9176 WANASZ, DEBORAH / 303-969-9176 BRANT ELECTRIC / 720-641-2189	1,000 / 55.00 3/10/15 / 9/8/16 Complete
<b>Description of Work:</b> TEMP CONSTRUCTION METER				
76129 35 Electrical 3/11/15	4711 S DOWNING ST ENGLEWOOD, CO 80113-5917	R-3 Council District 1	KENNEDY, MIKE & KELLY / KENNEDY, MIKE & KELLY / CREATIVE ELECTRIC INC / 303-781-1241	800 / 55.00 3/11/15 / 9/11/16 Active
<b>Description of Work:</b> REPAIR POOL BINDING				
76136 106 Electrical 3/13/15	17 VIKING DR ENGLEWOOD, CO 80113-7054		SMYTH, STEVE / SMYTH, STEVE / CURRENT ELECTRICAL SERVICE / 303-564	10,000 / 217.50 3/12/15 / 9/11/16 Active
<b>Description of Work:</b> REMODEL HOUSE AND PULL NEW WIRE				

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
76139 619 Electrical 3/16/15	2450 E QUINCY AVE ENGLEWOOD, CO 80113-4955	C-1 Council District 2	CHERRY HILLS VILLAGE, CITY OF / CHERRY HILLS VILLAGE, CITY OF / WEIFIELD GROUP CONSTRUCTING / 720-44 Complete	3/16/15 / 9/16/16 Complete
<b>Description of Work: WIRE TO NEW LIGHT POLE</b>				
76149 599 Electrical 3/19/15	8 CHURCHILL DR ENGLEWOOD, CO 80113-4001	R-2 Council District 2 Chry Hls Park	EDWARDS, GENE / EDWARDS, GENE / GREAT AMERICAN ELECTRIC / 303-888-172 Active	2,000 / 55.00 3/19/15 / 9/18/16 Active
<b>Description of Work: ELECTRICAL FOR POOL</b>				
76151 204 Electrical 3/19/15	4800 S LAFAYETTE LN ENGLEWOOD, CO 80113-7011	R-3 East Bellevue	ANGELL, JAMES / ANGELL, JAMES / O'BYRNE ELECTRIC / 303-909-6062	3,900 / 87.00 3/19/15 / 9/19/16 Active
<b>Description of Work: RELOCATE CIRCUITS FOR STUDIO HOUSE REMODEL</b>				
76158 1172 Electrical 3/20/15	4620 E OXFORD AVE ENGLEWOOD, CO 80113-5131		SWENSON, RANDOLPHE P JR / SWENSON, RANDOLPHE P JR / A FEINER ELECTRICAN / 303-324-4393	200 / 50.00 3/20/15 / 9/19/16 Complete
<b>Description of Work: ADD POWER FOR FIREPLACE INSERT</b>				
76168 705 Electrical 3/25/15	46 SEDGWICK DR ENGLEWOOD, CO 80113-4110	R-2	WARYN, RICHARD / 720-412-6140 WARYN, RICHARD / 720-412-6140 DELMARK ELECTRIC INC / 303-913-5162	9,500 / 217.50 3/25/15 / 9/24/16 Active
<b>Description of Work: ELECTRICAL FOR REMODEL</b>				
76172 981 Electrical 3/26/15	5111 SANFORD CIR W ENGLEWOOD, CO 80113-5151	R-4	BAKKE, DOUG & AUDREY / 720-528-6307 BAKKE, DOUG & AUDREY / 720-528-6307 CROTZER ELECTRIC LLC / 303-638-1709	2,500 / 65.25 3/26/15 / 9/25/16 Active
<b>Description of Work: EQUIPMENT PAD AND ELECTRICAL FOR SPA</b>				
76185 1675 Electrical 3/31/15	72 CHARLOU CIR ENGLEWOOD, CO 80111-1103	R-3	SABATIER, JAMES / SABATIER, JAMES / BONDED ELECTRIC, LLC /	3,800 / 87.00 3/31/15 / 9/1/16 Active
<b>Description of Work: GROUDING A SWIMMING POOL UNDERGROUND FOR NEW RECEPTACLES. NEW CAN LIGHTS ON PATIO</b>				

Total Permits Issued (Electrical) : 15

Total Cost: 40,085.00

Total Fees: 1,169.50

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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Elevator

76130 Elevator 3/11/15	1815 9 CARRIAGE LN LITTLETON, CO 80121-2010	R-2 Council District 3 Pheasant Ridge	GOODART, MIKE / GOODART, MIKE / ASCENSION LIFT & ELEVATOR CO / 719-264	22,900 / 758.64 3/13/15 / 9/11/16 Active
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Description of Work: ONE RESIDENTIAL ELEVATOR FURNISH AND INSTALL

Total Permits Issued (Elevator) : 1

Total Cost: 22,900.00

Total Fees: 758.64

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
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Exterior Remodel

76073 1138 Exterior Remodel 2/12/15 3/12/15	4001 S BELLAIRE ST ENGLEWOOD, CO 80113-5027	R-5	BECKER, BRIAN / 612-695-9706 BECKER, BRIAN / 612-695-9706 VIRDEN ENTERPRISES / 303-588-6787	231,000 / 5,371.35 3/12/15 / 9/1/16 Active
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Description of Work: NEW COVERED PORCH. 14 SF HOME ADDITION. REMODEL INTERIOR

Total Permits Issued (Exterior Remodel) : 1

Total Cost: 231,000.00

Total Fees: 5,371.35

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
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76109 Fence/Wall/Gate 3/3/15	767 9 CHERRY HILLS DR ENGLEWOOD, CO 80113-4811	R-3 Council District 2 Taplin	BOWLEN, PAT / 303-842-5548 BOWLEN, PAT / 303-842-5548 DESIGNS BY SUNDOWN / 303-434-3532	7,200 / 81.00 3/3/15 / 9/2/16 Active
<b>Description of Work: 5' IRON FENCE TO MATCH EXISTING</b>				
76103 Fence/Wall/Gate 2/25/15	952 10 BLACKMER RD ENGLEWOOD, CO 80113-6109	R-1 Council District 3 Highline Park	TULLY, DANIEL / TULLY, DANIEL / COVILLO LANDSCAPING / 303-552-1036	56,000 / 930.00 3/16/15 / 9/16/16 Active
<b>Description of Work: RETAINING WALL INSTALLATION</b>				
76145 Fence/Wall/Gate 3/18/15	911 3981 NASSAU CIR W ENGLEWOOD, CO 80113-5126	R-4	CUNNINGHAM, RYAN S & / CUNNINGHAM, RYAN S & / DESIGNS BY SUNDOWN / 303-789-4400	8,000 / 90.00 3/26/15 / 9/24/16 Active
<b>Description of Work: FRONT YARD LANDSCAPE TO INCLUDE NEW 2-3' FREE STANDING WALL &amp; 4' COLUMN</b>				
76163 Fence/Wall/Gate 3/24/15	911 3981 NASSAU CIR W ENGLEWOOD, CO 80113-5126	R-4	CUNNINGHAM, RYAN S & / CUNNINGHAM, RYAN S & / SPLIT RAIL FENCE CO / 303-791-1997	2,263 / 25.46 3/26/15 / 9/24/16 Active
<b>Description of Work: REMOVE 71' OF EXISTING FENCE AND REPLACE WITH NEW 6' ORNAMENTAL IRON FENCE.</b>				
76171 Fence/Wall/Gate 3/26/15	1175 4625 E MANSFIELD AVE ENGLEWOOD, CO 80113-4218	R-2 Council District 1	HOMLISH, MARK / 720-840-6075 HOMLISH, MARK / 720-840-6075 1996 S NOME ST / 303-956-5276	3,035 / 34.14 3/31/15 / 9/30/16 Active
<b>Description of Work: INSTALL 90' OF 5.5' POST AND RAIL FENCE. INSTALL 2- 13' GATES.</b>				

Total Permits Issued (Fence/Wall/Gate) : 5      Total Cost: 76,498.00      Total Fees: 1,160.60

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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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Interior Remodel

76097 Interior Remodel 2/23/15 3/3/15	3960 S CHERRY ST ENGLEWOOD, CO 80113-5034	R-5	ROGERS, KYLE / 303-725-2633 ROGERS, KYLE / 303-725-2633 LARRY ROGERS CONSTRUCTION / 541-227 Active	2,500 / 328.13 3/3/15 / 9/2/16 Active
<b>Description of Work:</b> ADDITION OF WALL IN BASEMENT; DEMO OF CLOSET				
76060 Interior Remodel 2/6/15 3/9/15	3501 S COLORADO BLVD ENGLEWOOD, CO 80113-4211		FIRST PLYMOUTH CHURCH / 303-762-0616 WILLIAMSON, RHONDA / 303-762-0616 FRANSEN PITTMAN GENERAL CONTRACTOR / Active	1,390,500 / 16,843.13 3/9/15 / 9/8/16 Active

<b>Description of Work:</b> INTERIOR REMODEL. MINOR EXTERIOR FACADE AND SITE HARDSCAPE REPAIR				
76146 Interior Remodel 3/18/15 3/23/15	51 SUNSET DR ENGLEWOOD, CO 80113-4030	R-1	AKRAMI, AHMAD & SOPHIA S / AKRAMI, AHMAD & SOPHIA S / STEVEN DEWITT / 303-652-3353	60,000 / 975.00 3/23/15 / 9/22/16 Active

<b>Description of Work:</b> BASEMENT BATHROOM REMODEL				
76138 Interior Remodel 3/13/15 3/23/15	4601 S VINE WAY ENGLEWOOD, CO 80113-6044	R-1 Council District 1	BITTMAN/NOBLE TRUST / BITTMAN/NOBLE TRUST / DIAMOND HOMES / 303-789-4451	20,000 / 525.00 3/23/15 / 9/22/16 Active

<b>Description of Work:</b> ENCLOSE 2ND FLOOR PORCH TO CREATE INTERIOR SPACE				
76141 Interior Remodel 3/16/15 3/23/15	7 REDHAWK RUN ENGLEWOOD, CO 80113-4139	R-3A	BUYS, JOSEPH & BECKY / 206-604-5494 BUYS, JOSEPH & BECKY / 206-604-5494 SANSONE CONSTRUCTION LLC / 720-3414 Active	115,217 / 1,596.19 3/23/15 / 9/22/16 Active

<b>Description of Work:</b> BASEMENT FINISH - NO REMOVAL OF DRYWALL				
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Total Permits Issued (Interior Remodel) : 5

Total Cost: 1,588,217.00

Total Fees: 20,267.45

**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
<b>Minor Addition</b> 76035 1089 Minor Addition 1/27/15 3/16/15	4720 E PRINCETON AVE ENGLEWOOD, CO 80113-5016	R-4	WOELLNER, ROBERT A & / WOELLNER, ROBERT A & / INNERWOOD INC / 303-638-4468	95,000 / 2,201.25 3/16/15 / 9/16/16 Active

**Description of Work:** ADDITION OF NEW GARAGE, MUDROOM AND OFFICE

Total Permits Issued (**Minor Addition**) : 1      **Total Cost:** 95,000.00      **Total Fees:** 2,201.25

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
<b>Roof</b>				
76134 557 Roof 3/12/15	8 CHERRYMOOR DR ENGLEWOOD, CO 80113-6002	R-3 Council District 1 Chrymoor South	LOHMILLER, CHARLES H & / LOHMILLER, CHARLES H & / APEX ROOFING CONSULTANTS / 303-691515	13,625 / 153.28 3/12/15 / 9/11/16 Active
<b>Description of Work: REROOF 58 SQ. NO INCREASE IN WEIGHT</b>				
76133 1397 Roof 3/12/15	4490 S CLARKSON ST ENGLEWOOD, CO 80113-5905	R-3	ABIGAIL S MOONEY TRUST / ABIGAIL S MOONEY TRUST / KUDU ROOFING LLC / 303-738-1032	15,200 / 171.00 3/12/15 / 9/11/16 Active
<b>Description of Work: TEAR OFF 18 SQ- REINSTALL NEW OC DURATION SHINGLES. WEIGHT NOT INCREASING.</b>				
76135 172 Roof 3/13/15	1176 E LAYTON AVE ENGLEWOOD, CO 80113-7036	R-3 Council District 4 Chry Hills Vlg Acrs Amnd	JOHNSON, SHANNON / 303-618-1334 JOHNSON, SHANNON / 303-618-1334 ACCLAIMED ROOFING OF COLORADO / 303-	14,613 / 164.40 3/13/15 / 9/12/16 Active
<b>Description of Work: TEAR OFF AND REROOF. WEIGHT IS NOT INCREASING</b>				
76142 2142 Roof 3/17/15	23 CHERRY HILLS PARK DR ENGLEWOOD, CO 80113-7175	R-1 Council District 2 Chry Hills Pk I 4th Amd Lot Con	MARSICO, THOMAS F / MARSICO, THOMAS F / PLATTE VALLEY ROOF SYSTEMS / 303-356-	58,000 / 652.50 3/17/15 / 9/11/16 Active
<b>Description of Work: REPLACING SOME ORNAMENTAL COPPER DUE TO 6-14-14 HAIL STORM. NO WEIGHT CHANGE.</b>				
76144 380 Roof 3/18/15	23 HUNTWICK LN ENGLEWOOD, CO 80113-7112	R-3 Council District 1 Chrymoor South Flng 2	CUNNINGHAM, DONALD R & SALLY D / CUNNINGHAM, DONALD R & SALLY D / PEAK TO PEAK ROOFING / 720-328-5682	6,000 / 67.50 3/18/15 / 9/16/16 Active
<b>Description of Work: INSTALL 30SQ DAVINCI BELLA FORTE SLATE WEIGHT NOT CHANGING</b>				
76150 578 Roof 3/19/15	19 CHERRYMOOR DR ENGLEWOOD, CO 80113-6031	R-3 Council District 1 Chrymoor South	FINLEY, KATHLEEN M. / 303-773-0503 FINLEY, KATHLEEN M. / 303-773-0503 HORN BROTHERS ROOFING / 720-231-5784	30,570 / 343.91 3/19/15 / 9/18/16 Active
<b>Description of Work: REMOVE WOOD SHAKES AND INSTALL 53 SQ OF CONCRETE TILE. ENGINEER LETTER RECEIVED.</b>				
76157 454 Roof 3/20/15	21 HUNTWICK LN ENGLEWOOD, CO 80113-7112	R-3 Council District 1 Chrymoor South Flng 2	RILEY, JOHN C & NANCY B / RILEY, JOHN C & NANCY B / ALL ANGLES COVERED LLC / 303-419-8784	61,350 / 690.19 3/20/15 / 9/19/16 Active
<b>Description of Work: REMOVE WOOD SHAKES AND REROOF WITH DAVINCI 80 SQ. NO NCREASE IN WEIGHT</b>				
76154 59 Roof 3/20/15	4555 S DOWNING ST ENGLEWOOD, CO 80113-5915	R-3	KOEPLIN, ERIC THOMAS / KOEPLIN, ERIC THOMAS / GALVAN REMODELING / 720-538-6635	3,500 / 39.38 3/20/15 / 9/19/16 Complete
<b>Description of Work: REPLACE ROOF. WEIGHT NOT INCREASING.</b>				

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
76181 Roof 3/30/15	24 VIKING DR ENGLEWOOD, CO 80113-7001	R-3 Council District 1	SMOOKIE, DOUG / 303-522-0982 SMOOKIE, DOUG / 303-522-0982 ACCLAIMED ROOFING OF COLORADO / 303	14,000 / 297.50 3/30/15 / 9/29/16 Active
<b>Description of Work: 80 SQ REROOF WEIGHT NOT INCREASING</b>				
76184 Roof 3/31/15	15 CHERRY HILLS FARM DR ENGLEWOOD, CO 80113-7170	R-3 Council District 1 Chry Hls Farm Flng 1	CRENCA, JACQUELINE / CRENCA, JACQUELINE / ACADEMY ROOFING INC / 303-360-0708	120,042 / 1,350.47 3/31/15 / 9/30/16 Active
<b>Description of Work: TEAR OFF EXISTING ROOF AND REROOF WITH DECRA SHAKE XD 86 SQ</b>				

Total Permits Issued (Roof) : 10

Total Cost: 336,899.85

Total Fees: 3,930.13

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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Single Family Residence

76013 1090 Single Family Residence 1/20/15	5050 E QUINCY AVE ENGLEWOOD, CO 80113-5048	R-1	MAFFEI, GREGORY B & SHARON A / MAFFEI, GREGORY B & SHARON A / CADRE GENERAL CONTRACTORS / 303-94-	6,273,500 / 94,096.58 3/19/15 / 9/18/16 Active
--	---	-----	---	--

Description of Work: NEW SINGLE FAMILY RESIDENCE

Total Permits Issued (Single Family Residence) : 1

Total Cost: 6,273,500.00

Total Fees: 94,096.58

**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 : 69

Total Cost: 9,173,697.13

Total Fees: 137,833.53

CHERRY HILLS VILLAGE  
COLORADO

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www.cherryhillsvillage.com

Village Center  
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FAX 303-761-9386

ITEM 10d(i)

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MEMORANDUM

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** MICHELLE TOVREA, POLICE CHIEF

**SUBJECT:** MARCH REPORT

**DATE:** APRIL 7, 2015

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In March I attended the 150<sup>th</sup> Anniversary celebration at St. Mary's Academy. The event was well attended and the staff expressed their thanks to the entire City for our support.

On March 13<sup>th</sup>, the Friday proceeding the St. Patrick's Day weekend, CHVPD participated along with several other agencies in Arapahoe and Douglas counties with a DUI Saturation Patrol Event.

Staff put the finishing touches on the spring in-service schedule for April. Courses include legal update, ethics, estate planning, code enforcement, wellness, race relations, and a tabletop tactical scenario. My thanks to Support Services Supervisor John Reynolds for his hard work to make the session happen.

**Investigations Case Summary:**

**There were 5 criminal mischief reports in the month of March:**

- In the first, the victim stated that she heard a loud noise and the responding officers discovered a damaged mailbox and a damaged light fixture at the driveway entrance. The cost of the damage is currently unknown. **This case is inactive – no new leads.**
- In the second, the victim stated that someone severely damaged two exterior "lamp post" style lights located at their driveway entrance. The total damage to the lights and the stone pillars holding the lights is approximately \$4,000.00. **This case is inactive – no new leads.**
- In the third, a postal carrier stated that he observed damage to a mail box while delivering mail and after officers talked to the homeowner this damage was confirmed to have occurred the previous night. The damage is estimated at \$40.00. **This case is inactive – no new leads.**
- In the fourth, the victim stated that someone damaged an exterior light fixture at the driveway entrance. The total damage to the light fixture is estimated at \$500.00. **This case is inactive – no new leads.**
- In the fifth, the victim stated that someone damaged his mailbox and the pillar on which the mailbox is placed. The estimated damage to the mailbox and pillar is \$300.00.

**There were 2 fraud reports in the month of March:**

- In the first, the victim stated that someone fraudulently filed a tax return using her personal information. It is currently unknown if a refund check was issued by the Internal Revenue Service. **This case is closed – referred to Internal Revenue Service.**
- In the second, the victim stated someone fraudulently filed a tax return using personal information from himself and his wife. The online filing of the tax return by the unknown individual was unsuccessful according to a representative of the Internal Revenue Service. **This case is closed – referred to Internal Revenue Service.**

**There were 4 theft reports in the month of March:**

- In the first, the victim stated that someone gained entry to a locked construction pod and after breaking the master lock padlock, stole several tools, including a saw and three drills. The estimated value of the stolen tools is \$1,500.00. **This case is inactive – no new leads.**
- In the second, the victim stated that someone stole several tools as well as a compressor out of the back of his pick-up truck. The estimated value of the stolen items is \$950.00. **This case is inactive – no new leads.**
- In the third, the reporting party stated that while doing some cutting at a construction site he receive a phone call which diverted his attention for approximately 2 minutes away from the saw and someone stole the saw during that timeframe. The estimated value of the stolen Wacker saw is \$795.00. **This case is inactive – no new leads.**
- In the fourth, the victim stated that someone stole a hammock located on the patio at the rear of his residence. The value of the stolen hammock is currently unknown. **This case is inactive – no new leads.**

**There was 1 graffiti report in the month of March:**

- The victim stated that someone tagged the interior of her wooden privacy fence with graffiti. The estimated cost to remove the graffiti from the fence is \$500.00. **This case is inactive – no new leads.**

**There was 1 first degree criminal trespass in the month of March:**

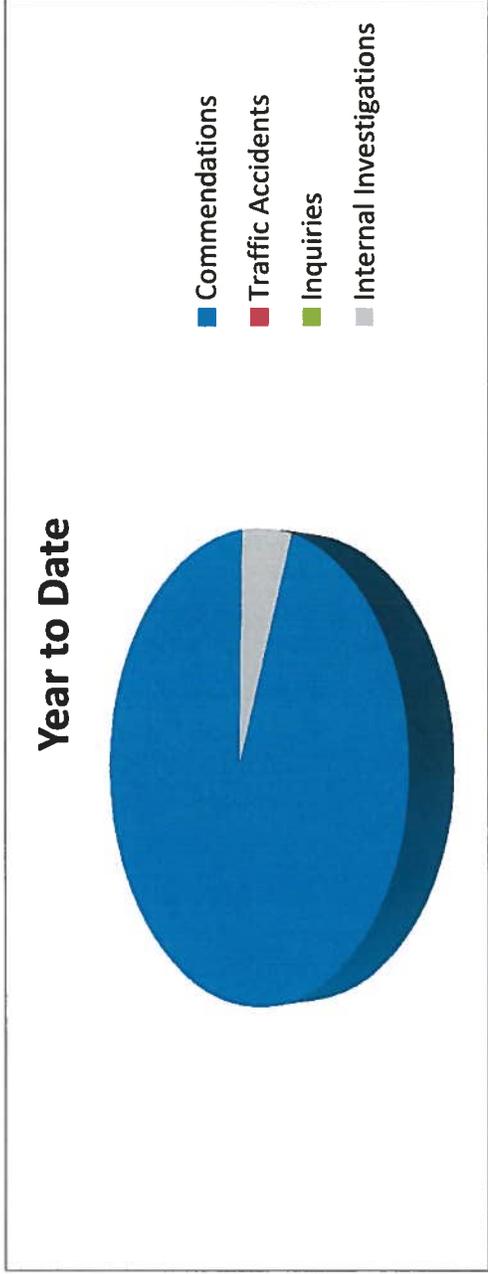
- The victim stated that someone gained access to three unlocked vehicles parked in his garage, and stole a briefcase containing business paperwork from one of the vehicles. The victim also stated that the garage door was accidentally left open overnight. **This case remains under investigation.**

## CHERRY HILLS POLICE DEPARTMENT STATISTICS

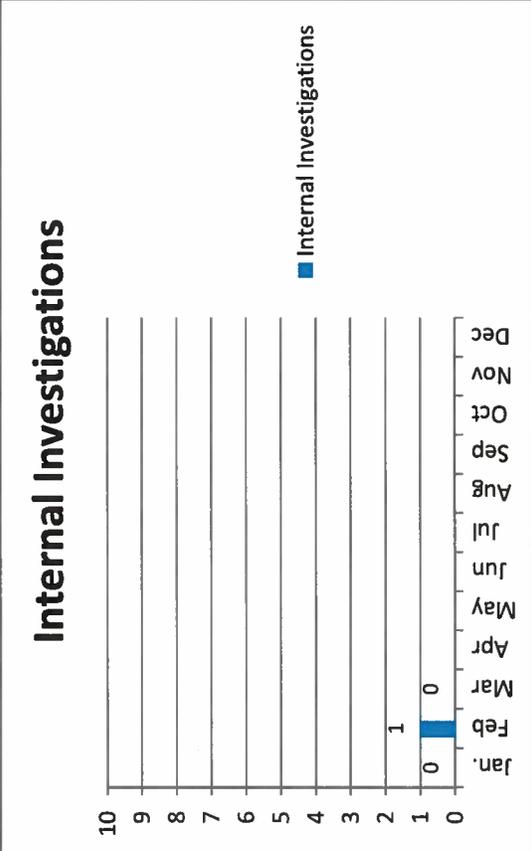
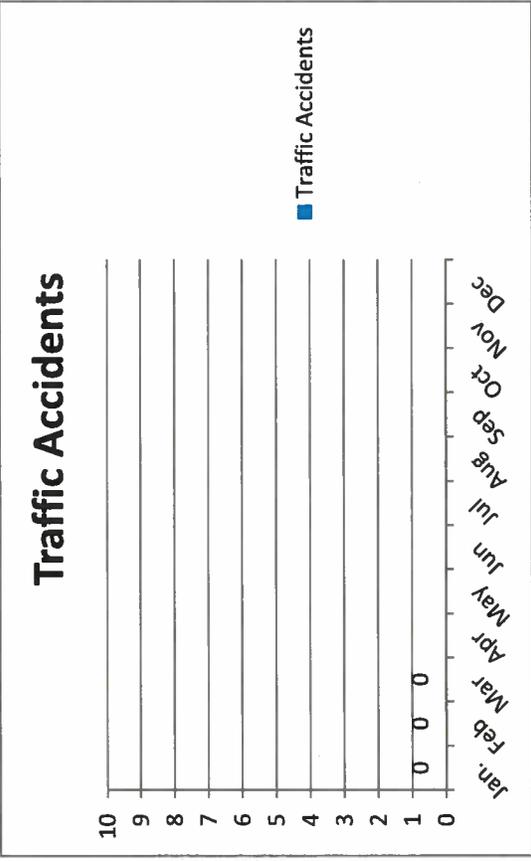
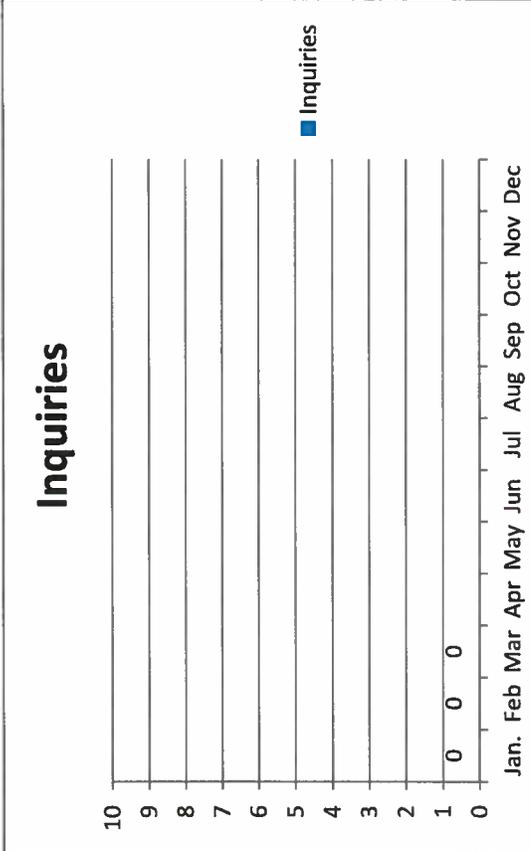
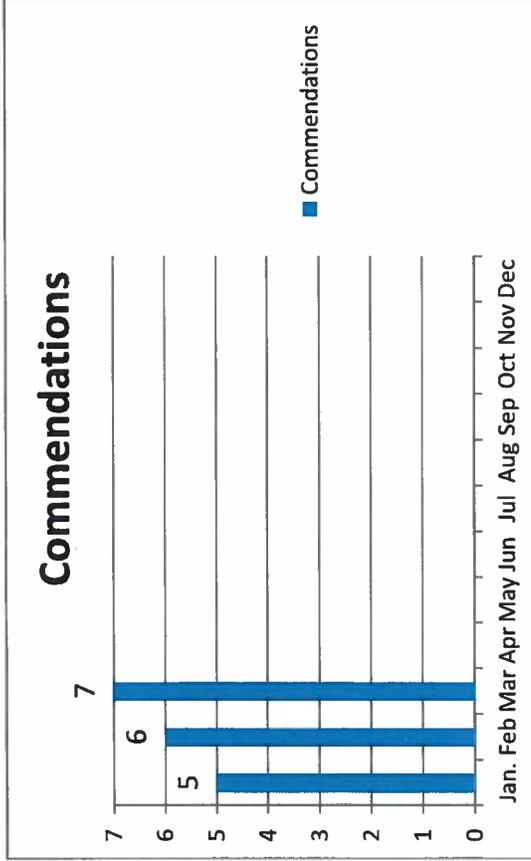
	Mar 2015	YEAR TO DATE 2015	YEAR TO DATE 2014	PERCENT CHANGE
TRAFFIC ACCIDENT	15	64	58	10%
ALL CITATIONS	174	536	749	-28%
PARKING TICKETS	10	25	9	178%
TRAFFIC WARNINGS	160	375	554	-32%
DUI ARRESTS	6	11	14	-21%
DUS ARRESTS	7	22	41	-46%
# CRIME REPORTS	13	29	25	16%
# ALARMS	37	88	130	-32%
# ARRESTS (INCLUDES DUI'S & DUS's)	18	41	73	-44%
CITIZEN ASSISTS	2	32	43	-26%
ASSIST TO OTHER AGENCY	17	51	61	-16%
PROPERTY CHECKS (HW&BLDG)	1417	4383	5068	-14%
CRIME PREVENTION NOTICES	74	184	116	59%
FIELD INTERVIEW CARDS	4	16	28	-43%

## Cherry Hills Village Police Personnel Summary Report 2015

Month	Commendations	Traffic Accidents	Inquiries	Internal Investigations
Jan.	5	0	0	0
Feb	6	0	0	1
Mar	7	0	0	0
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
<b>Year to Date</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>1</b>

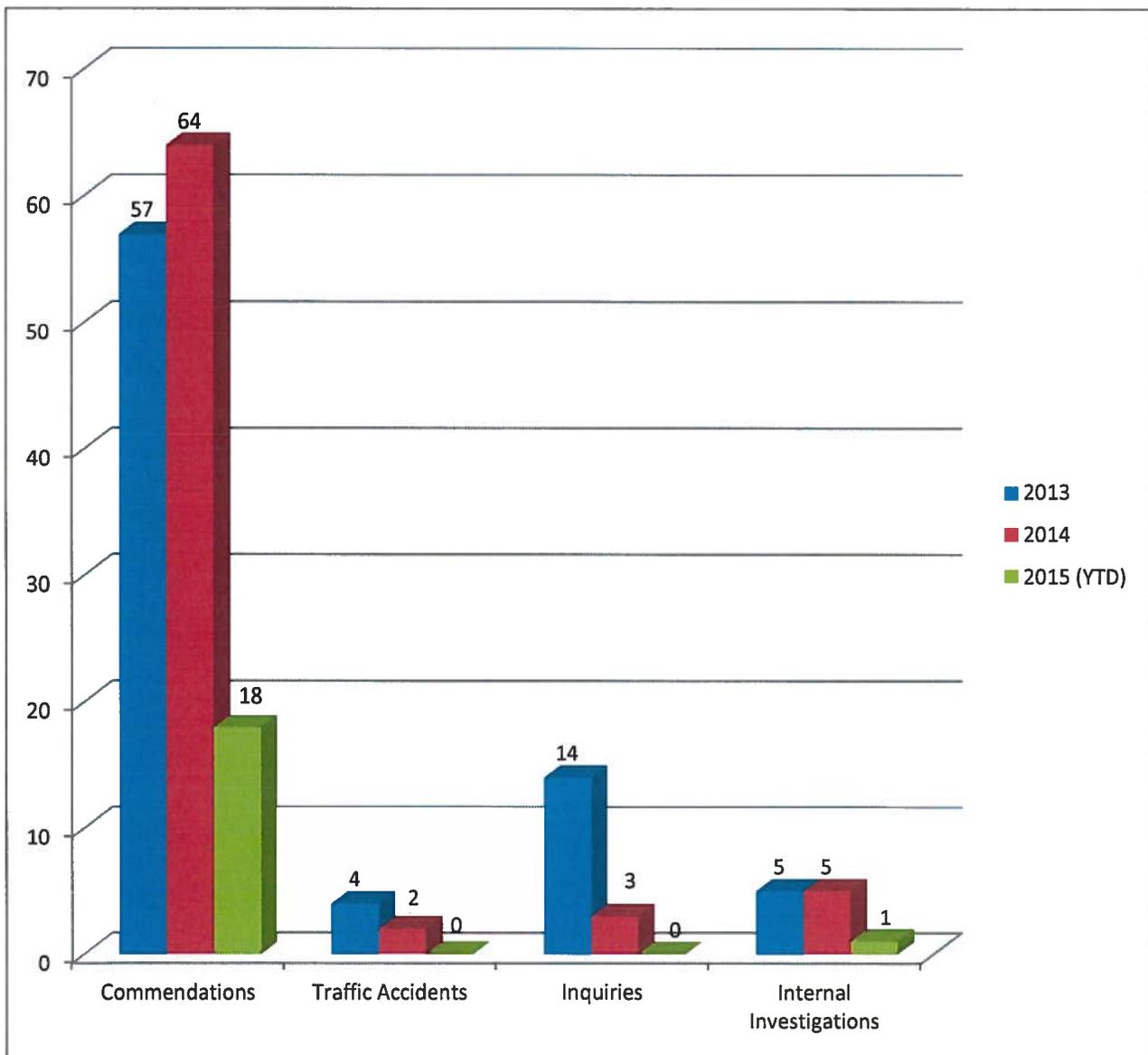


# Cherry Hills Village Police Personnel Summary Report 2015



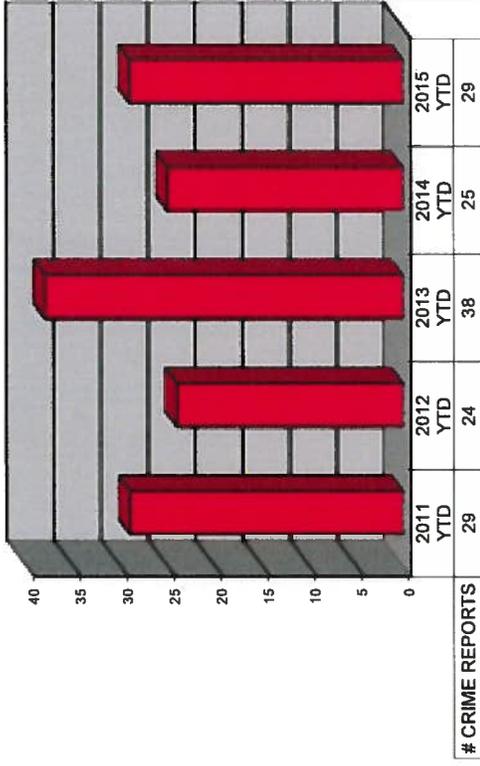
# Cherry Hills Village Police Personnel Summary Comparison

Year	Commendations	Traffic Accidents	Inquiries	Internal Investigations
2013	57	4	14	5
2014	64	2	3	5
2015 (YTD)	18	0	0	1

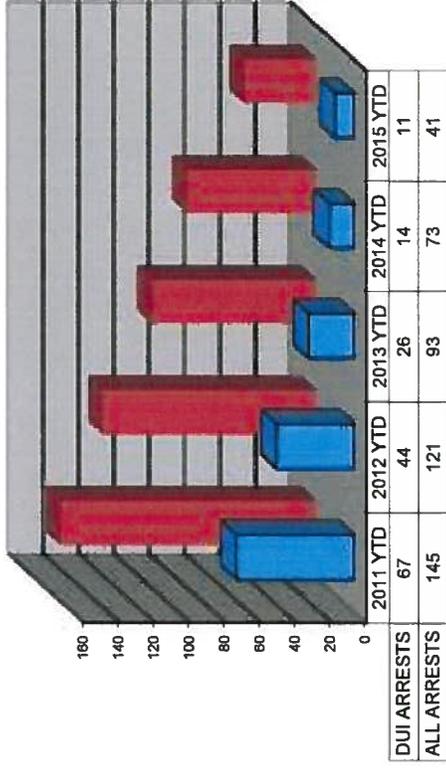


# CHERRY HILLS VILLAGE / YEAR-TO-DATE THROUGH MARCH (2011-2015)

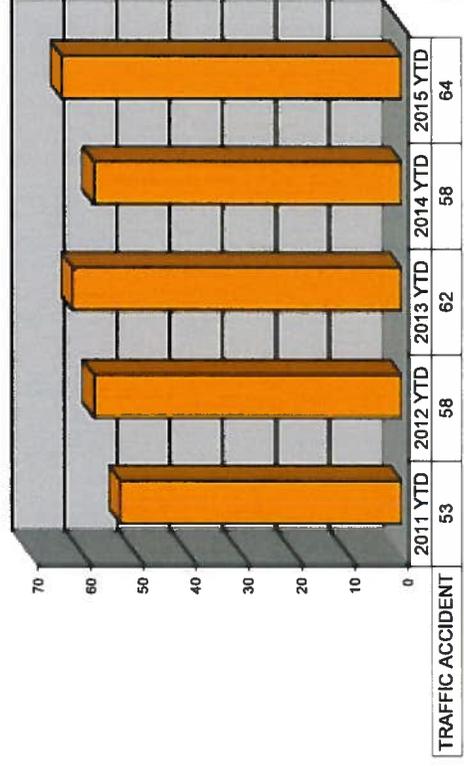
## CRIME REPORTS



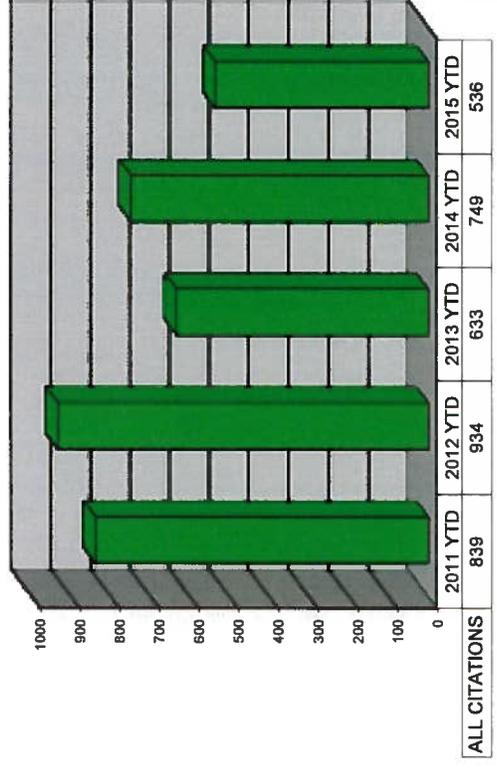
## ARRESTS



## TRAFFIC ACCIDENTS



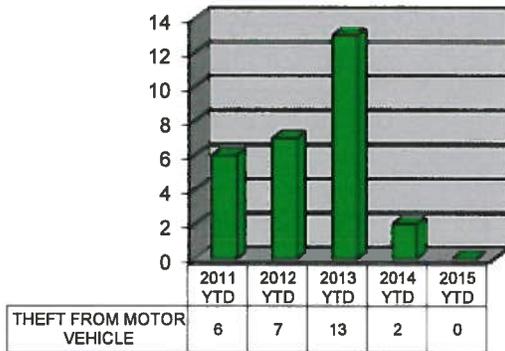
## CITATIONS



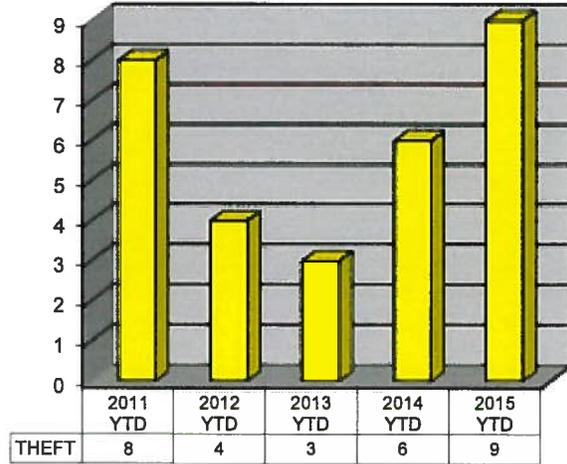
# Cherry Hills Village Crime Statistics

YEAR-TO-DATE THROUGH MARCH (2011-2015)

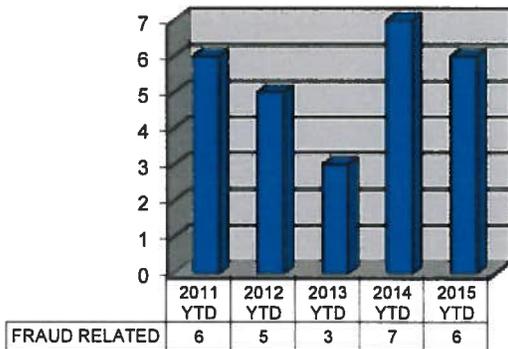
## THEFT FROM MOTOR VEHICLE



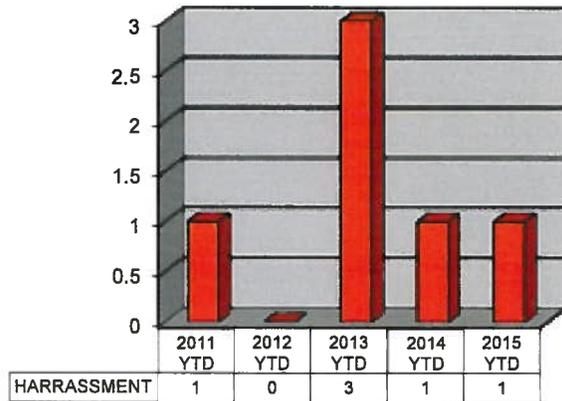
## THEFT



## FRAUD RELATED



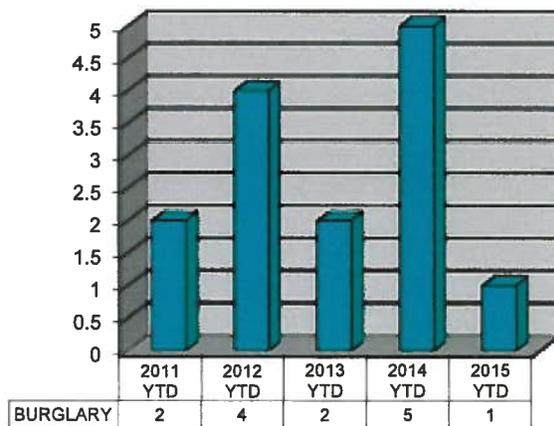
## HARRASSMENT



## CRIMINAL MISCHIEF



## BURGLARY



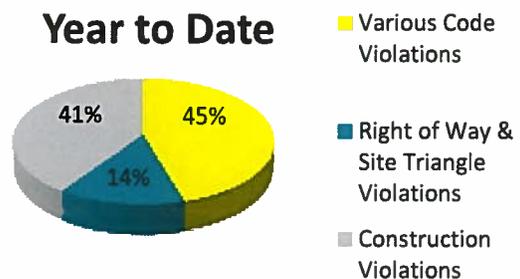
# Cherry Hills Village Code Enforcement Statistics March 2015

Code Enforcement Issues	Month	YTD
On View Violations	47	112
Requests for Service	15	29
Sight Triangle Violations	2	6
Construction Site Violations	47	98
Permit Violations	6	7
Stop Work Orders Served	7	9
Fence Violations	1	2
Weed Violations	0	0
Trash, Debris and Junk	1	4
Trees/Bushes Violations	0	1
Zoning Violations	2	8
Right of Way Violations	11	34
Roll-offs/Port-a-let Violations	2	7
Sign Violations	14	52
Warnings/Personal Contacts	42	112
Letters/Posted Notices	0	2
Summons Issued	2	2
Notice of Violations	2	9
Misc. Code Violations	25	54

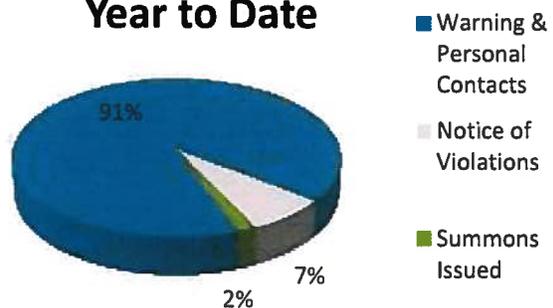
### Year To Date



### Year to Date

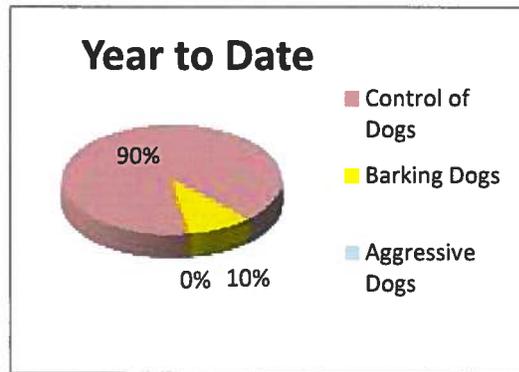
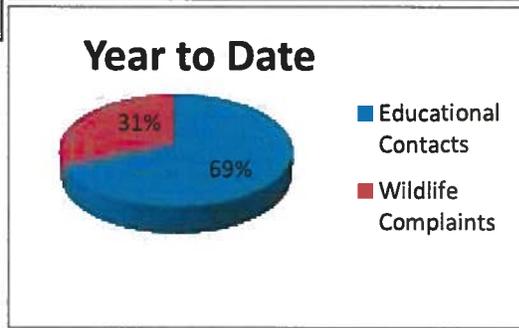
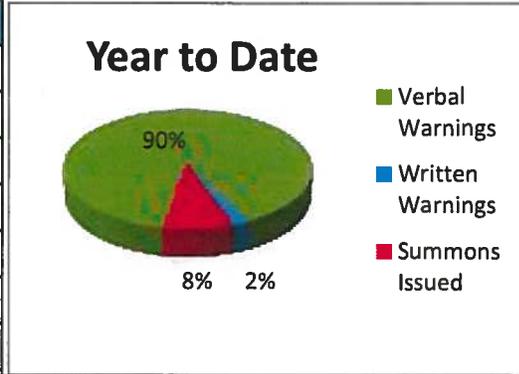


### Year to Date



# Cherry Hills Village Animal Control Statistics March 2015

Animal Control Issues	Month	YTD
Educational Contacts	10	37
Control of Dogs	11	38
Barking Dogs	4	4
Aggressive Dogs	0	0
Wildlife Complaints	9	17
Verbal Warnings	12	43
Written Warnings	0	1
Summons Issued	2	4



**CHERRY HILLS VILLAGE  
COLORADO**

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

ITEM: 10d(i)

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL  
**FROM:** TERRI LITTLEFORD, MUNICIPAL COURT CLERK  
**SUBJECT:** MUNICIPAL COURT MONTH END REPORT FOR FEBRUARY 2015  
**DATE:** APRIL 21, 2015

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**DISCUSSION**

**Municipal Court Statistics**

<b>Monthly Totals</b>	<b>2015</b>	<b>2014</b>	<b>Difference</b>
Citations filed	144	243	-41%
Court appearances/guilty to original	99	122	-19%
Plea by mail letters sent	82	119	-31%
Revenue	\$20,025.00	\$20,870.00	\$-845.00

**BUDGET IMPACT STATEMENT**

Through March 2015, the Municipal Court has collected 20% of the total budgeted revenue amount.

**ATTACHMENTS**

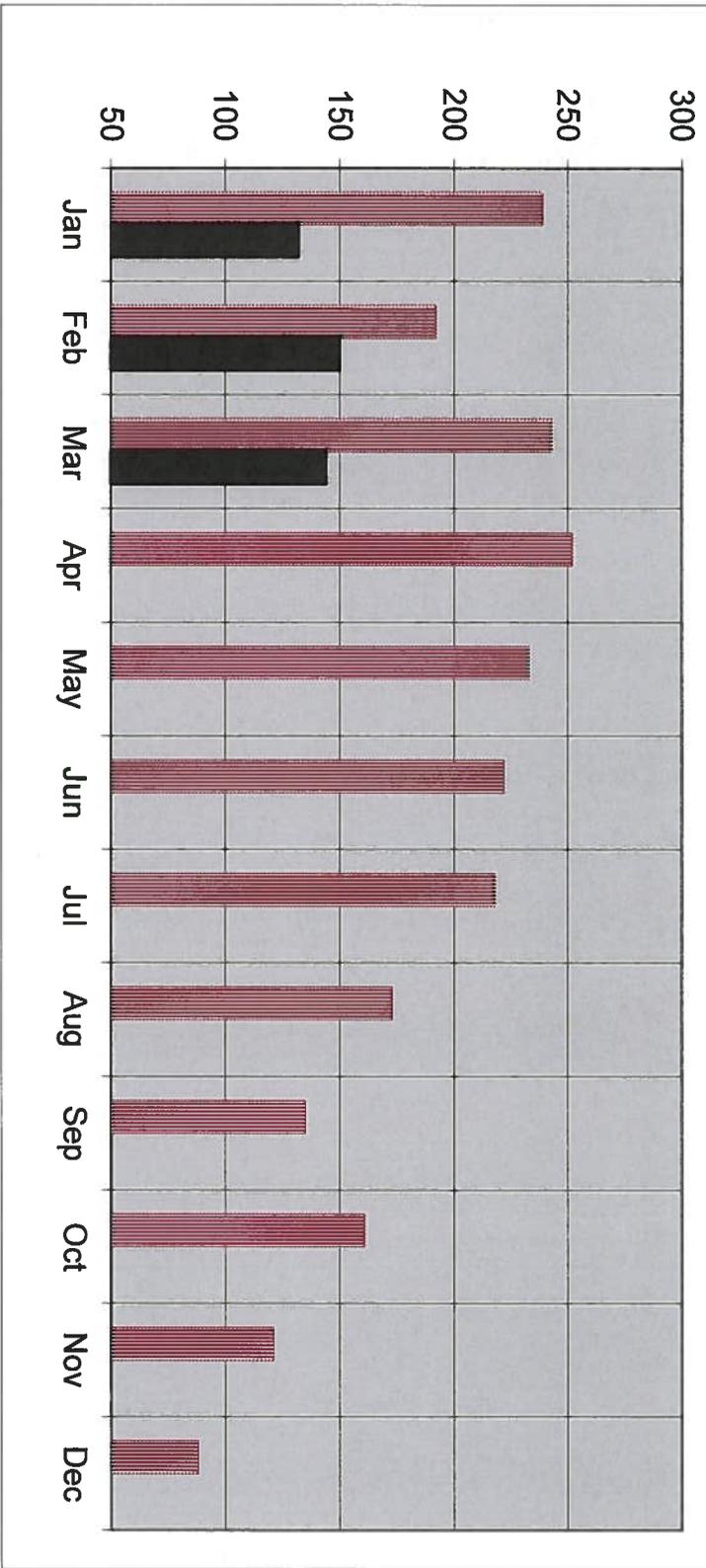
Exhibit A: Municipal Court Monthly Activity and Graphs

**CHERRY HILLS VILLAGE MUNICIPAL COURT  
MONTHLY ACTIVITY  
Mar-15**

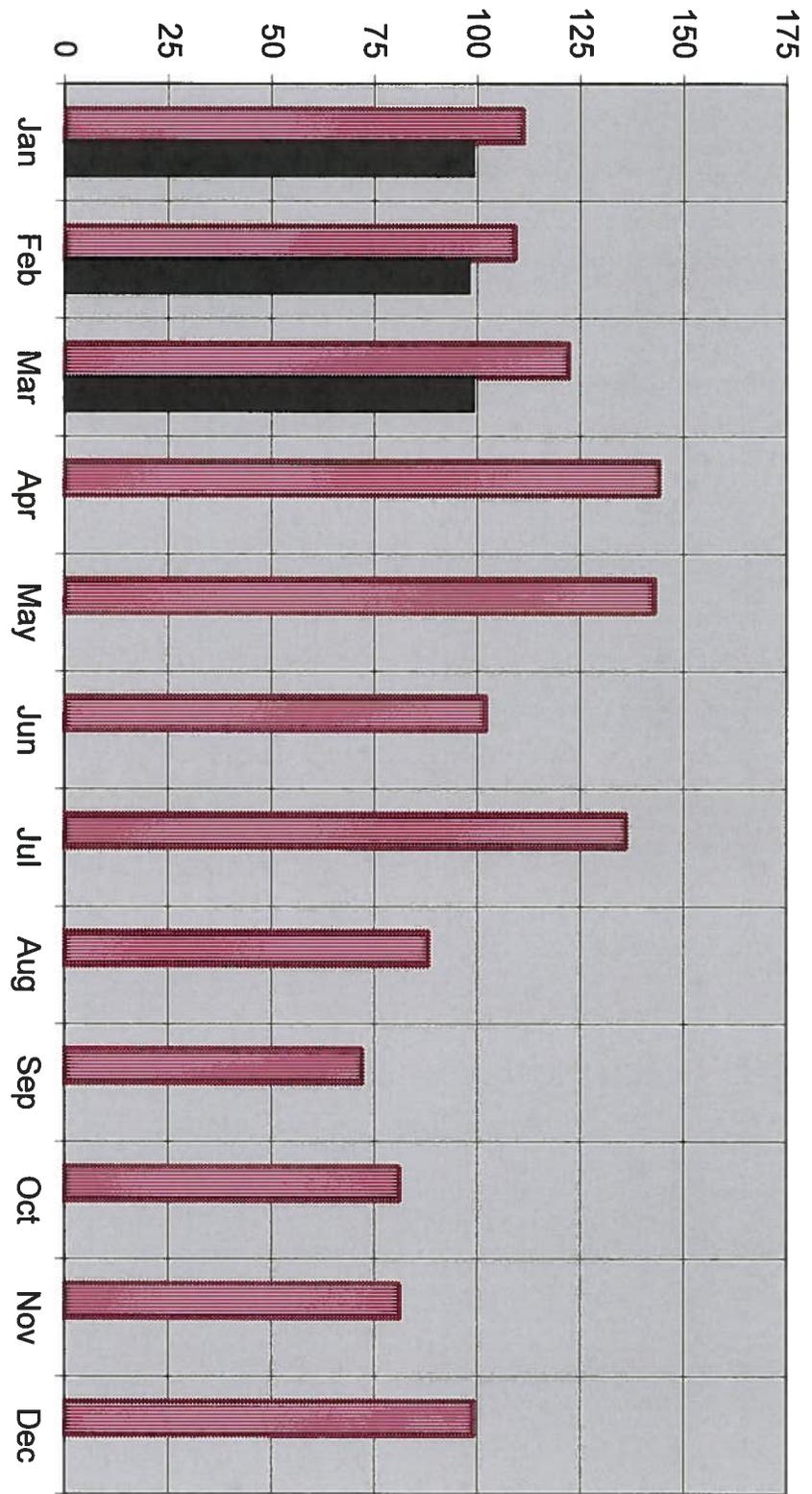
	MONTH	YTD	PRIOR YTD
<b><u>COMPLAINTS FILED</u></b>			
TRAFFIC	126	390	633
PARKING	10	19	10
DOG	2	4	2
OTHER	6	13	29
<b>TOTAL</b>	<b>144</b>	<b>426</b>	<b>674</b>
<b><u>CLOSED BY CLERK</u></b>			
CLOSED BY CLERK	11	48	45
<b>TOTAL</b>	<b>11</b>	<b>48</b>	<b>45</b>
<b><u>PLEA BY MAIL</u></b>			
GLTY PLEA BY MAIL	82	198	280
<b>TOTAL</b>	<b>82</b>	<b>198</b>	<b>280</b>
<b><u>COURT ACTIVITY</u></b>			
GLTY TO ORIG	29	70	103
GUILTY TO AMENDED	46	137	120
DEFERRED JUDGMENTS	8	16	25
NOT GUILTY (set to trial)	0	3	7
NOT GUILTY (set to jury)	0	0	0
DISMISSED (proof of ins provided)	16	47	76
DISMISSED	0	0	8
SHOW CAUSE HEARINGS	0	1	2
<b><u>TRIAL TO COURT</u></b>			
CONVICTIONS	0	0	0
AQUITTALS	0	0	0
DISMISSED	0	0	0
<b><u>TRIAL TO JURY</u></b>			
CONVICTIONS	0	0	0
ACQUITTALS	0	0	0
DISMISSED	0	0	0
MISTRIALS	0	0	0
<b>NUMBER OF PEOPLE IN COURT</b>	<b>99</b>	<b>274</b>	<b>341</b>
<b><u>TOTAL MONEY COLLECTED</u></b>	<b>\$20,025.00</b>		

# Citations Filed

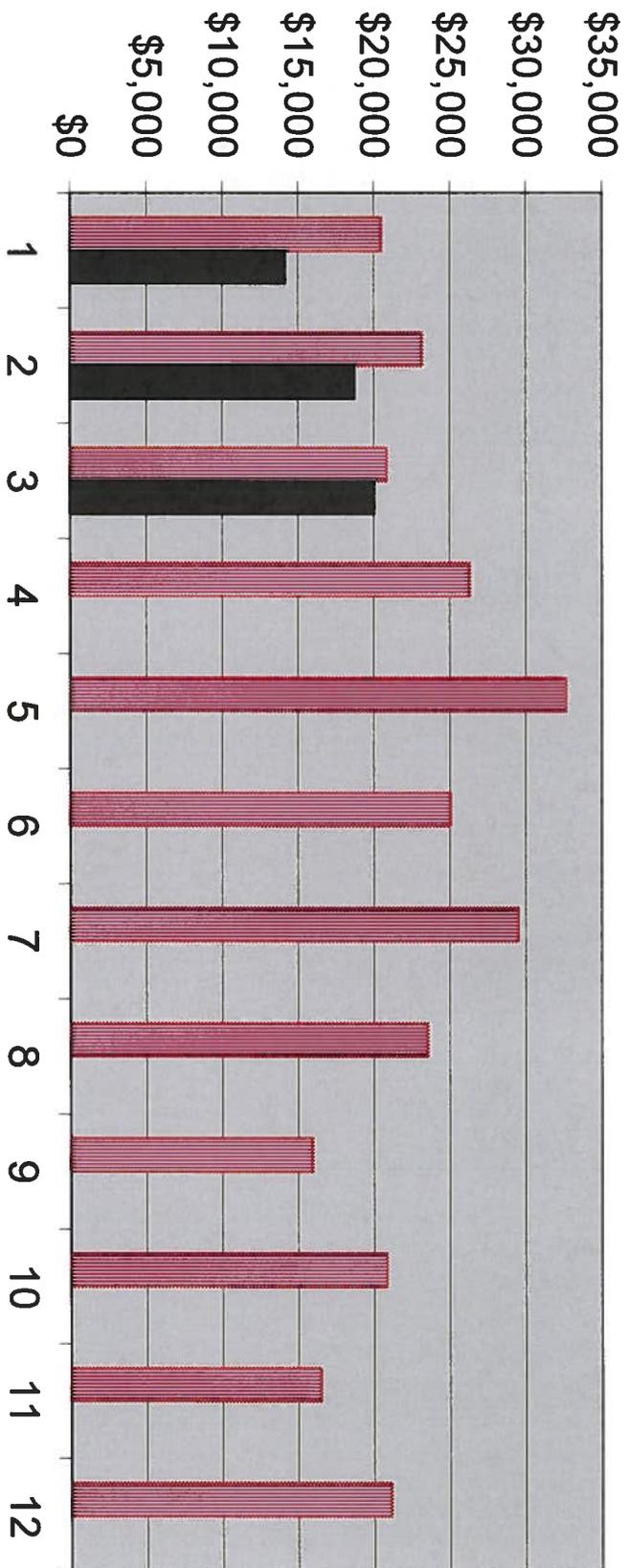
■ 2014 ■ 2015



# Court Appearances

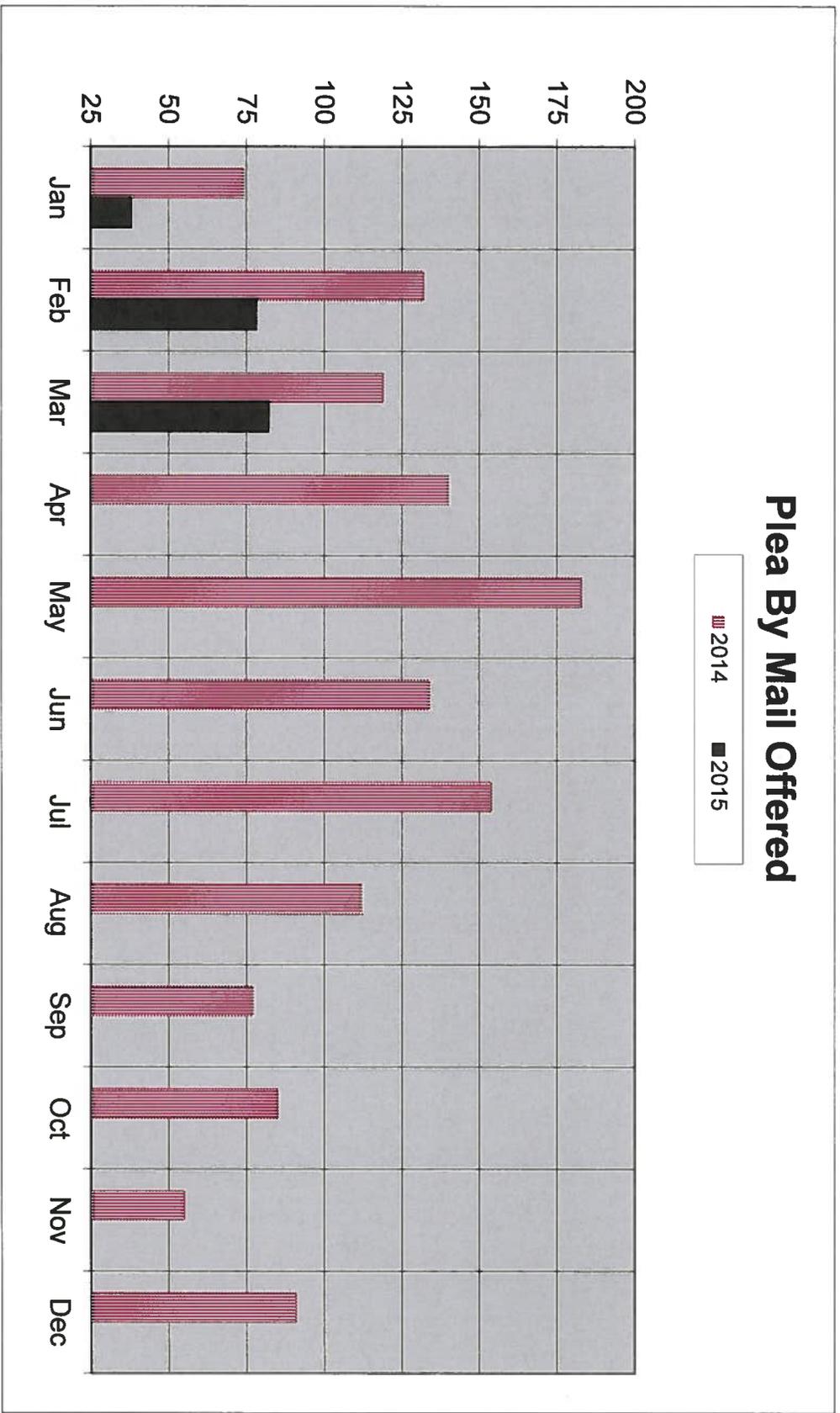


# Fines Collected

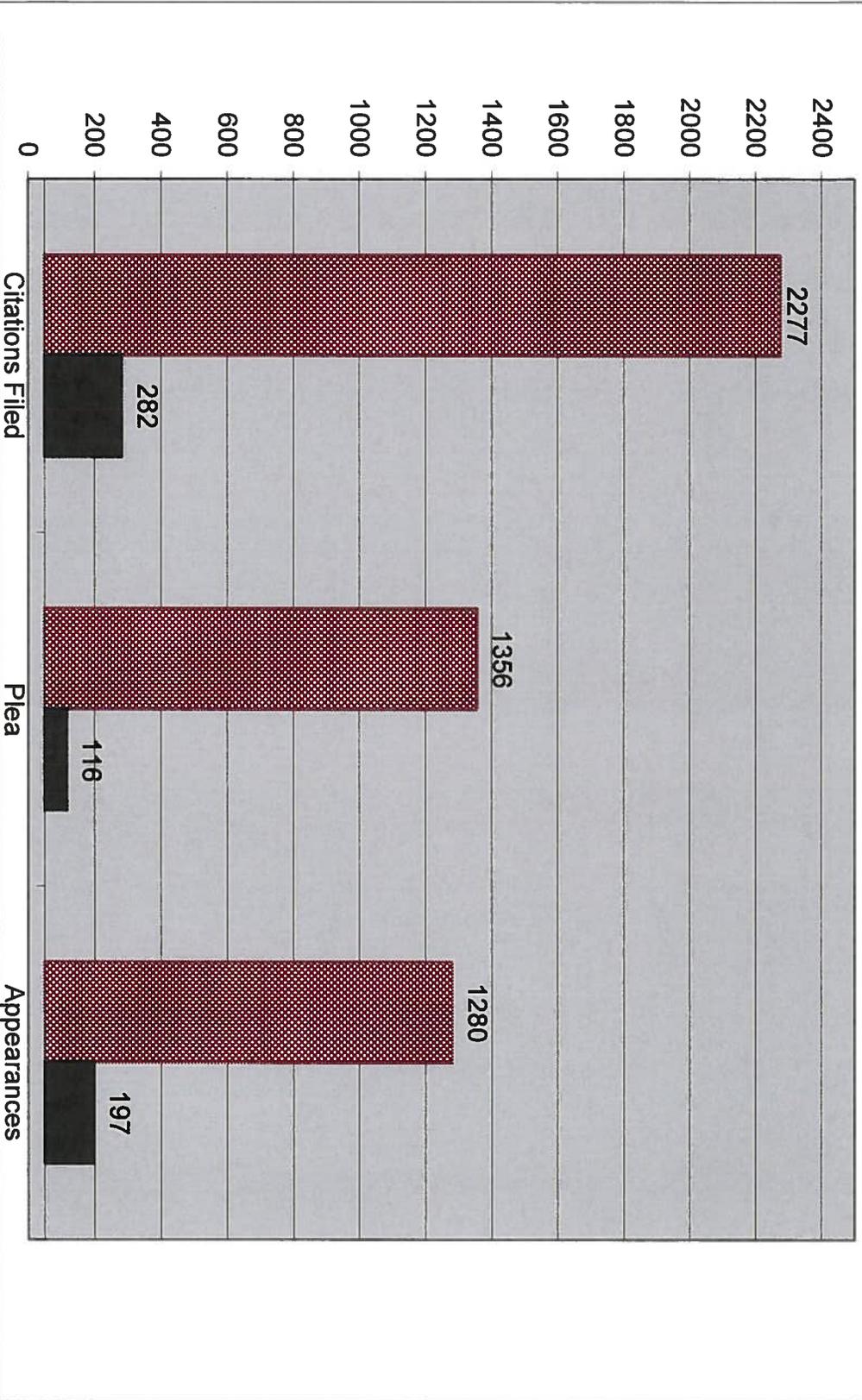


# Plea By Mail Offered

■ 2014 ■ 2015



# Year to Date Totals



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COLORADO

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ITEM: 10d(i)

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MEMORANDUM

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

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

**SUBJECT:** MONTH-END REPORT MARCH 2015 - PUBLIC WORKS

**DATE:** APRIL 21, 2015

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March was a busy month for the Parks and Streets Crews. The month started off with a small snowstorm as is the norm, but with unseasonably dry weather the crews took advantage of the weather to get a head start on the upcoming construction and growing seasons. The Crews teamed up to pick up trash on the City's mains prior to the Parks Crews getting started on the mowing later this spring. Parks Crews rebuilt the flower beds at Quincy and University and significantly improved the area. The list below highlights some of the tasks completed during the month of March:

Parks

- Update of Weed Management Policy
- Update of right-of-way and trail maintenance map
- Picnic shelter maintenance and repair Woodie Hollow Park
- Seeding of Trails and Parks
- GPS work on tree inventory
- Trash pick-up trails and parks
- Snow removal
- Trail Sweeping
- Vehicle maintenance
- Seasonal Interviews
- Flower Beds on Quincy
- Tree removal

Streets

- Snow response needed the 1<sup>st</sup> and 4<sup>th</sup>
- Approx. 24 loads of sweepings dumped at the shop
- Approx. 6 Single axle loads of Recycle Asphalt Road Base delivered to the shop
- Approx. 5 Tandem axle loads and 4 single axle loads of debris hauled to the dump
- Approx. 3 loads of concrete recycle hauled to Oxford recycling
- Ice control and removal city wide
- Potholes filled city wide
- Gravel Road Maintenance city wide. Approx. 60 tons of Recycled Asphalt Road Base added
- Spring detail street sweeping
- Light pole installation and concrete pour of 12 yards

- Final bridge repairs made to pedestrian bridge at Quincy and the Highline
- Asphalt saw cutting continues in Farms West
- City Wide Trash pick up
- Started thermal-plasti street markings at Colorado and Quincy, also at Quincy at University West Bound
- Hired new Equipment Operator, Brett Hughes.
- Continued with Equipment Operator interviews and testing
- Interviews and testing for Facility Maintenance position

## **ATTACHMENTS**

March Work Logs

Right-of-Way Permit log



## MARCH 2015 STREETS RECORD LOG SHEET

		Week 9	Week 10	Week 11	Week 12	Week	TOTALS
ad - Administrative Office Work		22	21	18	10		71
as - Asphalt patching operations		4			24		28
bm - Building Maintenance							0
cn - Concrete repairs				80	31		111
cp - Overseeing contractor operations			1				1
cr - Sealing Operation							0
dr - Drainage Work							0
fn - Fence repairs							0
gm - General Maintenance		5			21.5		26.5
gv - Gravel road maintenance		7	76	19			102
hl-d - Loads to dump			4	4			8
hl-po - Materials hauled to shop							0
hl-r - Loads to recycle plant				3			3
hl-s - Loads to shop				6			6
ir - Irrigation repairs							0
ln - Landscape Repairs							0
Misc					7.5		7.5
mw-p - Mowing parks							0
mw-r - Mowing Rights of Ways							0
mw-t - Mowing Trails							0
pm - Preventative Maintenance		2	1		2		5
po - Purchasing materials		3		9			12
pt - Street Painting							0
sg - Sign Work		6		6			12
sh - Shouldering work for Asphalt							0
shp - Shop Work		8	1	22	10		41
sn - Snow removal operations		103.5					103.5
sw - Sweeper operations & cleanup		5	36	23	22.5		86.5
tr - Training & Conferences				3			3
ts - Trash (cans and loose)					28		28
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			30	7	40		77
to-c - Time off comp							0
to-w - Time off workers comp					4		4
Hol - Holiday							0
<b>TOTALS</b>		<b>165.5</b>	<b>170</b>	<b>200</b>	<b>200.5</b>	<b>0</b>	<b>736</b>

### MATERIALS

as-in - Asphalt (Shop-Laid)	tons						0
as-out - Asphalt (demo)	tons						0
rb - Road base	tons	10	138	20			168
cn - Concrete (Demo)	tons			15			15
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		18	10			28
sw-shop - Sweepings	tons		40	28	24		92
Ditch Dirt	loads						0
Rock	tons						0
water, mag							0
Trash	loads						0
Construction Debris	loads						0

**2015 RIGHT-OF-WAY PERMITS  
MONTHLY REPORT**

**JANUARY 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
7	3	4	3		17

**FEBRUARY 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
10	2	3	2		17

**MARCH 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
4	1	1			6

**APRIL 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

**MAY 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS

**JUNE 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

**JULY 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

**AUGUST 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

**SEPTEMBER 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

**OCTOBER 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

2015 RIGHT-OF-WAY PERMITS  
MONTHLY REPORT CONTINUED

**NOVEMBER 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

**DECEMBER 2015**

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
					0

2015 RIGHT-OF-WAY PERMITS  
YEAR-END REPORT

UTILITY WORK	DRIVEWAY INSTALL/REPAIR	OCCUPANCY PERMITS	BRIDLE TRAIL	MAJOR JOBS	TOTAL PERMITS
21	6	8	5	0	40

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: 10d(ii)

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MEMORANDUM

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION

**SUBJECT:** UNAUDITED FINANCIAL STATEMENTS-MARCH 2015

**DATE:** APRIL 21, 2015

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**ISSUE** How do the City of Cherry Hills Village finances through March compare to budget?

**DISCUSSION**

- **Background**

The City Council approved the 2015 General Fund budget with revenues equal to expenditures and a Capital Fund with an approved 2015 budget deficit of (\$2,878,305).

- **Analysis**

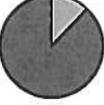
At the end of March actual General Fund revenues exceeded expenditures by \$255,941. Forecasted revenue and expenditures through December 2015 show revenues exceeding expenditures by approximately \$0.

At the end of March, actual Capital Fund expenditures exceed revenues by (\$134,780). Forecasted revenues and expenditures through December 2015 show expenditures exceeding revenue by approximately (\$2,878,305).

**ATTACHMENTS**

Exhibit A: General Fund Financial Graphs  
Exhibit B: General Fund Statement of Revenue and Expenditures Summary  
Exhibit C: March 2015 Financial Statements

The City of Cherry Hills Village Financial Snapshot For March 2015

			<u>% of 2015 Budget</u>	<u>Notes:</u>
<b>GENERAL FUND (01)</b>				
<b>Revenues</b>				
Budget:	\$	6,735,576		
Received to Date:	\$	1,885,448		
% of Year Completed:		25%		
% Received YTD:		28%		
<b>Expenditures</b>				
<b>Administration</b>				
Budget:	\$	1,823,988		
Expended to Date:	\$	504,024		
% of Year Completed:		25%		
% Expended YTD:		28%		
<b>Community Development</b>				
Budget:	\$	603,776		
Expended to Date:	\$	72,438		
% of Year Completed:		25%		
% Expended YTD:		12%		
<b>Public Safety</b>				
Budget:	\$	3,040,862		
Expended to Date:	\$	768,431		
% of Year Completed:		25%		
% Expended YTD:		25%		
<b>Public Works</b>				
Budget:	\$	1,059,562		
Expended to Date:	\$	238,203		
% of Year Completed:		25%		
% Expended YTD:		22%		
To Year End General Fund Revenues are Projected to Exceed Expenditures By:				
\$0				
<b>CAPITAL FUND (02) EXPENDITURES</b>				
Budget:	\$	3,170,600		
Expended to Date:	\$	330,823		
% of Year Completed:		25%		
% Expended YTD:		10%		
<b>PARKS AND RECREATION (30) EXPENDITURES</b>				
Budget:	\$	1,703,350		
Expended to Date:	\$	196,561		
% of Year Completed:		25%		
% Expended YTD:		12%		

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

## GENERAL FUND

ASSETS

01-1000	CASH - COMBINED FUND	(	2,267,233.20)	
01-1011	CASH ON HAND-GEN FUND		350.00	
01-1015	XPRESS DEPOSIT ACCOUNT		215.50	
01-1029	CASH ON DEPOSIT-CRIER	(	39,025.52)	
01-1031	CASH-COUNTY TREASURER GENERAL		307,835.03	
01-1032	CASH-CITY CLERK USE TAX		66,201.03	
01-1041	INVEST ACCT GEN'L FUND		1,023,232.63	
01-1042	INVESTMENT ACCT-CSAFE		102,810.60	
01-1043	INVEST ACCT-COLOTRUST+		5,515,259.50	
01-1045	1ST BANK CD'S		505,321.70	
01-1046	STEELE STREET BANK CD'S		507,514.08	
01-1051	TAXES RECEIVABLE		1,204,762.72	
01-1151	ACCOUNTS RECEIVABLE		4,820.83	
01-1152	SALES TAX RECEIVABLE	(	.01)	
01-1311	DUE FROM OTHER FUNDS		1,542,490.56	
01-1551	PREPAID INSURANCE		70,969.38	
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		1,552,875.56	
01-1642	PUBLIC SAFETY EQUIPMENT		629,410.47	
01-1643	ADMINISTRATION EQUIPMENT		232,947.35	
01-1701	COMPUTER LOAN PROGRAM		7,682.33	
	TOTAL ASSETS			31,348,700.37

LIABILITIES AND EQUITYLIABILITIES

01-2014	PAYROLL PAYABLES-ZERO BALANCE		.08	
01-2015	FICA/FWH PAYABLES		29,651.62	
01-2016	401K PAYABLES		4,615.57	
01-2017	457 PAYABLES		6,710.74	
01-2020	HEALTH SAVINGS PAYABLES		35,570.65	
01-2021	DEPENDENT FLEX PAYABLES		115.38	
01-2022	FSA PAYABLES		10,000.00	
01-2023	RETIREMENT PAYABLES	(	11,345.48)	
01-2025	HEALTH/DENTAL INSUR PAYABLES		15,665.19	
01-2030	MISC PR PAYABLES		14,417.27	
01-2101	HEALTH CARE SPENDING ACCT	(	1,887.98)	
01-2201	RECOGNIZANCE BONDS		260.00	
01-2202	JURY FEES - ESCROW	(	50.00)	
01-2221	RESERVE-TAXES RECEIV.		1,204,762.72	
01-2251	CHERRY HILLS GIFT FUND ESCROW		17,328.58	
01-2252	ART COMMISSION DONATIONS		53,832.35	
01-2261	POLICE DEPT SEIZURE ESCROW		.35	
01-2370	BUILDING ESCROW		116,461.15	
01-2381	HIGHLINE CANAL MAYORS CONTEST		362.59	
01-2641	INVESTMENT IN FIXED ASSETS		22,795,493.21	
	TOTAL LIABILITIES			24,291,963.97

CITY OF CHERRY HILLS VILLAGE  
 BALANCE SHEET  
 MARCH 31, 2015  
 GENERAL FUND

<u>FUND EQUITY</u>			
01-2952	TABOR EXCESS		1,078,951.30
UNAPPROPRIATED FUND BALANCE:			
01-2900	FUND BALANCE	5,721,844.51	
	REVENUE OVER EXPENDITURES - YTD	255,940.59	
	BALANCE - CURRENT DATE		5,977,785.10
	TOTAL FUND EQUITY		7,056,736.40
	TOTAL LIABILITIES AND EQUITY		31,348,700.37

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

## GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
<u>TAX REVENUES</u>						
01-310-3111	CURRENT PROPERTY TAXES	309,661.17	932,459.54	2,133,756.00	1,201,296.46	43.7
01-310-3121	SPECIFIC OWNERSHIP TAXES	.00	.00	274,000.00	274,000.00	.0
01-310-3161	UTILITY FRANCHISE FEE	43,681.37	44,325.17	359,700.00	315,374.83	12.3
01-310-3162	CABLE TELEVISION FEES	.00	.00	130,000.00	130,000.00	.0
01-310-3191	CURRENT TAX INTEREST	50.59	151.12	6,000.00	5,848.88	2.5
01-310-3192	DELINQUENT TAXES	.00	.00	( 15,000.00)	( 15,000.00)	.0
01-310-3193	DELINQUENT INT	.00	.00	( 100.00)	( 100.00)	.0
01-310-3311	SALES TAX	72,631.04	153,675.03	1,005,047.00	851,371.97	15.3
01-310-3312	USE TAX/MOTOR VEHICLES	69,685.33	264,367.75	1,102,905.00	838,537.25	24.0
	<b>TOTAL TAX REVENUES</b>	<b>495,709.50</b>	<b>1,394,978.61</b>	<b>4,996,308.00</b>	<b>3,601,329.39</b>	<b>27.9</b>
<u>LICENSE AND PERMIT REVENUES</u>						
01-320-3211	LIQUOR LICENSES	600.00	600.00	7,176.00	6,576.00	8.4
01-320-3213	SECURITY ALARM PERMITS	( 516.00)	30,154.66	26,000.00	( 4,154.66)	116.0
01-320-3221	BUILDING PERMITS	99,876.14	204,436.14	550,000.00	345,563.86	37.2
01-320-3222	SERVICE EXPANSION FEES	20,205.00	38,676.10	150,000.00	111,323.90	25.8
01-320-3223	ZONING & SUBDIVISION FEES	150.00	850.00	2,000.00	1,150.00	42.5
01-320-3224	ELEVATOR INSPECTION FEE	.00	.00	3,600.00	3,600.00	.0
01-320-3225	PLAN REVIEW FEE	10,900.00	30,130.50	85,000.00	54,869.50	35.5
01-320-3226	REINSPECTION FEES	.00	.00	500.00	500.00	.0
01-320-3227	DOG LICENSES	550.00	1,510.00	3,200.00	1,690.00	47.2
01-320-3228	STREET CUT PERMITS	3,537.50	15,662.50	50,000.00	34,337.50	31.3
01-320-3229	STORMWATER CONSTRUCTION PERMIT	600.00	900.00	2,000.00	1,100.00	45.0
01-320-3230	PLAN REVIEW-STORMWATER CONSTRU	3,375.00	5,175.00	8,000.00	2,825.00	64.7
	<b>TOTAL LICENSE AND PERMIT REVENUES</b>	<b>139,277.64</b>	<b>328,094.90</b>	<b>887,476.00</b>	<b>559,381.10</b>	<b>37.0</b>
<u>INTERGOVERNMENTAL REVENUES</u>						
01-330-3321	MOTOR VEH.REGISTRATION	2,105.00	6,895.50	25,000.00	18,104.50	27.6
01-330-3342	CIGARETTE TAX	280.53	789.48	2,800.00	2,010.52	28.2
01-330-3352	HIGHWAY USERS TAX	7,711.01	27,366.85	239,252.00	211,885.15	11.4
01-330-3371	CNTY RD/BRDGE LEVY	39,898.31	39,898.31	116,480.00	76,581.69	34.3
	<b>TOTAL INTERGOVERNMENTAL REVENUES</b>	<b>49,994.85</b>	<b>74,950.14</b>	<b>383,532.00</b>	<b>308,581.86</b>	<b>19.5</b>

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES REVENUES</u>					
01-350-3420 EXTRA DUTY SERVICE CHARGES	2,975.00	9,045.00	55,000.00	45,955.00	16.5
01-350-3421 FALSE ALARM FEES	.00	.00	1,000.00	1,000.00	.0
01-350-3511 MUNICIPAL COURT FINES	20,025.00	52,810.00	270,000.00	217,190.00	19.6
01-350-3512 DUI FINES	800.28	2,165.41	18,000.00	15,834.59	12.0
01-350-3513 FUEL SURCHARGE	1,760.00	4,525.00	24,000.00	19,475.00	18.9
01-350-3514 PHOTO RED LIGHT FINES	25.00	25.00	40,000.00	39,975.00	.1
<b>TOTAL CHARGES FOR SERVICES REVENUES</b>	<b>25,585.28</b>	<b>68,570.41</b>	<b>408,000.00</b>	<b>339,429.59</b>	<b>16.8</b>
<u>MISCELLANEOUS REVENUES</u>					
01-360-3611 INTEREST INCOME	1,774.00	2,945.29	10,000.00	7,054.71	29.5
01-360-3612 PENALTY-BUILDING PERMITS	2,450.00	2,700.00	3,000.00	300.00	90.0
01-360-3650 CRIER CONTRIBUTIONS	5,450.00	5,725.00	10,000.00	4,275.00	57.3
01-360-3660 CRIER ADVERTISEMENT	440.00	3,500.00	10,000.00	6,500.00	35.0
01-360-3680 OTHER REVENUES	381.20	2,108.02	20,000.00	17,891.98	10.5
01-360-3690 LEASE PROCEEDS	.00	1,875.50	7,260.00	5,384.50	25.8
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>10,495.20</b>	<b>18,853.81</b>	<b>60,260.00</b>	<b>41,406.19</b>	<b>31.3</b>
<b>TOTAL FUND REVENUE</b>	<b>721,062.47</b>	<b>1,885,447.87</b>	<b>6,735,576.00</b>	<b>4,850,128.13</b>	<b>28.0</b>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION DEPARTMENT</u>					
01-411-1011 PERSONNEL SERVICES	42,312.00	148,675.98	483,198.00	334,522.02	30.8
01-411-1012 FEE PERSONNEL	1,200.00	2,400.00	17,600.00	15,200.00	13.6
01-411-1013 SOCIAL SECURITY TAXES	3,324.76	11,752.69	38,656.00	26,903.31	30.4
01-411-1014 RETIREMENT 401-NONSWORN	1,070.38	3,746.33	30,000.00	26,253.67	12.5
01-411-1015 RETIREMENT	1,337.46	4,681.11	65,000.00	60,318.89	7.2
01-411-1016 HEALTH-LIFE-DENTAL INSURANCE	6,612.37	19,837.11	531,038.00	511,200.89	3.7
01-411-1017 UNEMPLOY-WORKMENS COMP INS	9,568.00	28,702.00	85,000.00	56,298.00	33.8
01-411-1019 OVERTIME	142.88	153.46	.00	( 153.46)	.0
01-411-2021 OFC-SUPPLIES-POSTAGE	3,566.82	5,839.97	15,500.00	9,660.03	37.7
01-411-2022 PRINTING-REPRODUCTION	746.44	796.16	1,500.00	703.84	53.1
01-411-2028 SPECIAL MATERIALS	252.63	252.63	2,500.00	2,247.37	10.1
01-411-3031 GAS-HEAT-LIGHT	2,149.67	4,681.55	21,000.00	16,318.45	22.3
01-411-3033 COMMUNICATIONS	2,840.10	8,620.91	33,000.00	24,379.09	26.1
01-411-3035 SEWER	.00	.00	3,136.00	3,136.00	.0
01-411-4040 COUNTY TREASURER FEES	3,491.23	10,512.88	21,338.00	10,825.12	49.3
01-411-4041 COUNTY USE TAX FEES	3,484.27	13,218.39	55,145.00	41,926.61	24.0
01-411-4042 AUDIT	.00	.00	8,500.00	8,500.00	.0
01-411-4043 LEGAL	8,592.00	18,508.00	120,000.00	101,492.00	15.4
01-411-4049 OTHER CONTRACTUAL SERVICES	1,065.98	4,605.95	18,000.00	13,394.05	25.6
01-411-6061 INSURANCE-BONDS	29,091.16	61,064.70	130,000.00	68,935.30	47.0
01-411-6062 ELECTION EXPENSE	.00	.00	6,000.00	6,000.00	.0
01-411-6063 TRAIN.-DUES-TRAVEL-SUBSC	1,775.00	18,055.43	101,277.00	83,221.57	17.8
01-411-6064 TESTING-PHYSICALS	.00	.00	500.00	500.00	.0
01-411-6066 LEGAL PUBLICATIONS	.00	.00	500.00	500.00	.0
01-411-6067 SPECIAL EVENTS	.00	1,294.83	2,100.00	805.17	61.7
01-411-6068 MISCELLANEOUS EXPENSES	4,760.51	13,534.80	32,000.00	18,465.20	42.3
01-411-7071 EQUIPMENT	.00	465.00	1,500.00	1,035.00	31.0
<b>TOTAL ADMINISTRATION DEPARTMENT</b>	<b>127,383.46</b>	<b>381,399.88</b>	<b>1,823,988.00</b>	<b>1,442,588.12</b>	<b>20.9</b>
<u>JUDICIAL DEPARTMENT</u>					
01-412-1011 PERSONAL SERVICES	3,824.76	13,291.66	49,907.00	36,615.34	26.6
01-412-1012 FEE PERSONNEL	1,000.00	2,000.00	10,800.00	8,800.00	18.5
01-412-1013 SOCIAL SECURITY TAXES	285.96	996.92	3,993.00	2,996.08	25.0
01-412-1016 HEALTH-LIFE-DENTAL INSURANCE	1,085.07	3,255.21	.00	( 3,255.21)	.0
01-412-2021 OFC SUPPLIES-POSTAGE	.00	.00	150.00	150.00	.0
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	250.00	310.00	560.00	250.00	55.4
01-412-6067 INTERPRETERS	61.25	61.25	1,000.00	938.75	6.1
01-412-6068 MISCELLANEOUS EXPENSES	.00	.00	5,680.00	5,680.00	.0
<b>TOTAL JUDICIAL DEPARTMENT</b>	<b>6,507.04</b>	<b>19,915.04</b>	<b>72,740.00</b>	<b>52,824.96</b>	<b>27.4</b>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DATA PROCESSING DEPARTMENT</u>					
01-414-2028 SOFTWARE	148.50	7,777.50	10,616.00	2,838.50	73.3
01-414-4049 OTHER CONTRACTUAL SERVICES	7,093.00	13,930.00	95,432.00	81,502.00	14.6
01-414-5052 EQUIPMENT MAINTENANCE	324.00	324.00	3,000.00	2,676.00	10.8
01-414-7071 EQUIPMENT	.00	1,679.40	7,500.00	5,820.60	22.4
<b>TOTAL DATA PROCESSING DEPARTMENT</b>	<b>7,565.50</b>	<b>23,710.90</b>	<b>116,548.00</b>	<b>92,837.10</b>	<b>20.3</b>
<u>COMMUNITY DEVELOPMENT DEPARTME</u>					
01-418-1011 PERSONNEL SERVICES	13,272.78	46,470.96	243,033.00	196,562.04	19.1
01-418-1013 SOCIAL SECURITY TAXES	1,022.54	3,631.95	19,443.00	15,811.05	18.7
01-418-1014 RETIREMENT 401-NONSWORN	478.62	1,675.17	.00	( 1,675.17)	.0
01-418-1015 RETIREMENT	185.02	647.57	.00	( 647.57)	.0
01-418-1016 HEALTH-LIFE-DENTAL INSURANCE	1,597.46	4,792.38	.00	( 4,792.38)	.0
01-418-2021 OFCE SUPPLIES-POSTAGE	121.96	654.13	4,500.00	3,845.87	14.5
01-418-2022 PRINTING-REPRODUCTION	33.88	553.00	3,200.00	2,647.00	17.3
01-418-2028 SPECIAL MATERIALS	.00	12.15	200.00	187.85	6.1
01-418-3033 TELEPHONE	.00	100.64	1,700.00	1,599.36	5.9
01-418-4041 GREEN BUILDING REBATES	.00	.00	20,000.00	20,000.00	.0
01-418-4042 CONTRACTED PLAN REVIEW	4,650.00	4,650.00	68,600.00	63,950.00	6.8
01-418-4045 ENGINEERING SERVICES	1,832.34	1,832.34	30,000.00	28,167.66	6.1
01-418-4047 BUILDING INSPECTION	10,826.20	10,826.20	150,000.00	139,173.80	7.2
01-418-4049 OTHER CONTRACTUAL SERVICES	.00	871.54	50,000.00	49,128.46	1.7
01-418-6063 TRAIN.-DUES-TRAVEL-SUBSC	1,343.20	1,993.20	7,300.00	5,306.80	27.3
01-418-6068 MISCELLANEOUS EXPENSE	341.94	841.94	4,000.00	3,158.06	21.1
01-418-7071 EQUIPMENT	.00	.00	1,800.00	1,800.00	.0
<b>TOTAL COMMUNITY DEVELOPMENT DEPARTME</b>	<b>35,705.94</b>	<b>79,553.17</b>	<b>603,776.00</b>	<b>524,222.83</b>	<b>13.2</b>
<u>VILLAGE CRIER DEPARTMENT</u>					
01-419-1012 FEE PERSONNEL	.00	.00	4,500.00	4,500.00	.0
01-419-2021 OFFICE SUPPLIES, POSTAGE	721.77	1,196.77	5,600.00	4,403.23	21.4
01-419-2022 PRINTING	1,589.00	1,589.00	8,000.00	6,411.00	19.9
<b>TOTAL VILLAGE CRIER DEPARTMENT</b>	<b>2,310.77</b>	<b>2,785.77</b>	<b>18,100.00</b>	<b>15,314.23</b>	<b>15.4</b>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-421-1011 PERSONNEL SERVICES	151,892.49	534,022.97	2,163,052.00	1,629,029.03	24.7
01-421-1013 SOCIAL SECURITY TAXES	3,877.47	13,316.92	64,892.00	51,575.08	20.5
01-421-1014 POLICE PENSION CONTRIBUTIONS	10,068.38	36,717.13	145,000.00	108,282.87	25.3
01-421-1015 RETIREMENT	3,164.66	11,146.84	.00	( 11,146.84)	.0
01-421-1016 HEALTH-LIFE-DENTAL INSURANCE	25,384.52	75,074.48	.00	( 75,074.48)	.0
01-421-1018 UNIFORM EXPENSE	578.53	2,425.57	23,750.00	21,324.43	10.2
01-421-1019 OVERTIME	2,242.67	8,110.83	65,000.00	56,889.17	12.5
01-421-1020 EXTRA DUTY	2,800.49	11,118.32	70,000.00	58,881.68	15.9
01-421-2021 OFC SUPPLIES-POSTAGE	549.09	1,525.63	8,500.00	6,974.37	18.0
01-421-2022 PRINTING-REPRODUCTION	181.78	459.98	5,665.00	5,205.02	8.1
01-421-2023 CRIME PREVENTION	.00	.00	2,000.00	2,000.00	.0
01-421-2024 DARE	.00	.00	2,000.00	2,000.00	.0
01-421-2028 SPECIAL MATERIALS	804.58	4,941.65	14,000.00	9,058.35	35.3
01-421-2029 ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
01-421-3031 ELECTRIC/GAS	4,359.89	10,332.61	27,300.00	16,967.39	37.9
01-421-3032 WATER	47.60	92.14	3,250.00	3,157.86	2.8
01-421-3033 TELEPHONE	304.30	4,303.88	29,350.00	25,046.12	14.7
01-421-3035 SEWER	.00	.00	650.00	650.00	.0
01-421-4048 VEHICLE MAINTENANCE CONTRACT	698.78	4,901.90	47,000.00	42,098.10	10.4
01-421-4049 OTHER CONTRACTUAL SERVICES	89,843.49	107,610.88	160,128.00	52,517.12	67.2
01-421-4050 PHOTO RED LIGHT EXPENSES	.00	.00	40,000.00	40,000.00	.0
01-421-5051 BUILDING MAINTENCE	574.81	983.56	29,625.00	28,641.44	3.3
01-421-5052 EQUIPMENT MAINTENANCE	360.00	1,365.00	4,500.00	3,135.00	30.3
01-421-5053 VEHICLE MAINTENANCE	100.17	400.07	6,600.00	6,199.93	6.1
01-421-5054 GASOLINE-OIL	2,613.00	7,057.00	60,000.00	52,943.00	11.8
01-421-6063 TRNG-DUES-TRAVEL-SUBSC	751.08	2,308.12	22,000.00	19,691.88	10.5
01-421-6064 TESTING AND PHYSICAL EXAMS	757.20	8,086.08	10,000.00	1,913.92	80.9
01-421-6065 PRISONER EXPENSES	628.73	1,024.64	7,800.00	6,775.36	13.1
01-421-6066 SPECIAL INVESTIGATIONS	100.00	200.00	2,800.00	2,600.00	7.1
01-421-6068 MISCELLANEOUS EXPENSES	1,396.21	6,732.84	15,000.00	8,267.16	44.9
01-421-7071 EQUIPMENT	.00	392.93	10,000.00	9,607.07	3.9
<b>TOTAL PUBLIC SAFETY DEPARTMENT</b>	<b>304,079.92</b>	<b>854,651.97</b>	<b>3,040,862.00</b>	<b>2,186,210.03</b>	<b>28.1</b>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS DEPARTMENT</u>					
01-431-1011 PERSONNEL SERVICES	42,447.86	140,232.23	617,743.00	477,510.77	22.7
01-431-1013 SOCIAL SECURITY TAXES	3,561.79	11,259.31	49,419.00	38,159.69	22.8
01-431-1014 RETIREMENT 401-NONSWORN	982.66	3,439.31	.00	( 3,439.31)	.0
01-431-1015 RETIREMENT	491.80	1,657.90	.00	( 1,657.90)	.0
01-431-1016 HEALTH-LIFE-DENTAL INSURANCE	7,923.34	24,190.50	.00	( 24,190.50)	.0
01-431-1018 UNIFORM EXPENSE	498.76	2,653.16	4,400.00	1,746.84	60.3
01-431-1019 OVERTIME	4,872.11	8,431.08	10,000.00	1,568.92	84.3
01-431-2021 OFC SUPPLIES-POSTAGE	20.14	32.97	1,750.00	1,717.03	1.9
01-431-2024 SNOW-ICE MATERIALS	4,698.10	12,905.71	24,300.00	11,394.29	53.1
01-431-2025 ROAD MAINT. MATERIALS	954.88	4,037.29	50,000.00	45,962.71	8.1
01-431-2026 CURB-GUTTER-SIDEWALKS	.00	1,697.12	5,000.00	3,302.88	33.9
01-431-2027 TRAFFIC CONTROL DEVICES	1,730.65	5,088.04	8,500.00	3,411.96	59.9
01-431-2028 SPECIAL MATERIALS	411.58	1,965.79	6,000.00	4,034.21	32.8
01-431-3032 WATER	72.80	72.80	2,100.00	2,027.20	3.5
01-431-3033 COMMUNICATIONS	558.60	2,193.54	7,050.00	4,856.46	31.1
01-431-3034 STREET LIGHTING	324.21	662.11	5,000.00	4,337.89	13.2
01-431-4045 ENGINEERING SERVICES	1,834.50	1,834.50	10,000.00	8,165.50	18.4
01-431-4048 VEHICLE MAINTENANCE CONTRACT	.00	.00	51,500.00	51,500.00	.0
01-431-4049 OTHER CONTRACTUAL SERVICES	1,169.07	4,473.95	65,000.00	60,526.05	6.9
01-431-5051 BUILDING MAINTENANCE	200.10	5,099.73	45,000.00	39,900.27	11.3
01-431-5052 EQUIPMENT MAINTENANCE	239.65	1,039.92	8,500.00	7,460.08	12.2
01-431-5053 VEHICLE MAINTENANCE	1,359.18	2,772.18	20,000.00	17,227.82	13.9
01-431-5054 GASOLINE-OIL	9,130.95	17,190.17	30,000.00	12,809.83	57.3
01-431-6063 TRNG-DUES-TRAVEL-SUBSC	178.80	3,937.20	8,000.00	4,062.80	49.2
01-431-6064 TESTING PHYSICALS	273.00	375.50	1,800.00	1,424.50	20.9
01-431-6068 MISCELLANEOUS EXPENSES	3,083.26	6,230.67	8,500.00	2,269.33	73.3
01-431-7000 PUBLIC ART	180.00	180.00	15,000.00	14,820.00	1.2
01-431-7071 EQUIPMENT	134.42	3,837.87	5,000.00	1,162.13	76.8
<b>TOTAL PUBLIC WORKS DEPARTMENT</b>	<b>87,332.21</b>	<b>267,490.55</b>	<b>1,059,562.00</b>	<b>792,071.45</b>	<b>25.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>570,884.84</b>	<b>1,629,507.28</b>	<b>6,735,576.00</b>	<b>5,106,068.72</b>	<b>24.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>150,177.63</b>	<b>255,940.59</b>	<b>.00</b>	<b>( 255,940.59)</b>	<b>.0</b>

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

CAPITAL FUND

ASSETS

02-1000	CASH - COMBINED FUND	4,540,111.50	
02-1031	CASH-COUNTY TREASURER GENERAL	48,011.50	
02-1043	INVSEST ACCOUNT-COLOTRUST	2,076,984.13	
02-1051	TAXES RECEIVABLE	96,863.06	
	TOTAL ASSETS		6,761,970.19

LIABILITIES AND EQUITY

LIABILITIES

02-2012	S. METRO JOINT FACILITY FUNDS	.01	
02-2221	RESERVE-TAXES RECEIVABLE	96,863.06	
	TOTAL LIABILITIES		96,863.07

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
02-2900	FUND BALANCE	6,799,886.62	
	REVENUE OVER EXPENDITURES - YTD	( 134,779.50)	
	BALANCE - CURRENT DATE	6,665,107.12	
	TOTAL FUND EQUITY		6,665,107.12
	TOTAL LIABILITIES AND EQUITY		6,761,970.19

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>					
02-310-3111	39,411.42	118,676.66	292,295.00	173,618.34	40.6
02-310-3121	26,516.34	76,755.28	.00	( 76,755.28)	.0
<b>TOTAL TAX REVENUES</b>	<b>65,927.76</b>	<b>195,431.94</b>	<b>292,295.00</b>	<b>96,863.06</b>	<b>66.9</b>
<u>MISCELLANEOUS REVENUES</u>					
02-360-3611	232.66	611.92	.00	( 611.92)	.0
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>232.66</b>	<b>611.92</b>	<b>.00</b>	<b>( 611.92)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>66,160.42</b>	<b>196,043.86</b>	<b>292,295.00</b>	<b>96,251.14</b>	<b>67.1</b>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL FUND EXPENDITURES</u>					
02-441-1000 TRAIL IMPROVEMENTS	.00	.00	140,000.00	140,000.00	.0
02-441-1101 VILLAGE CENTER IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
02-441-2103 POLICE EQUIPMENT	1,729.50	24,445.71	52,400.00	27,954.29	46.7
02-441-2104 POLICE VEHICLES	.00	25,830.00	181,200.00	155,370.00	14.3
02-441-3101 STREET IMPROVEMENT PROGRAM	.00	.00	400,000.00	400,000.00	.0
02-441-3102 PUBLIC WORKS EQUIPMENT	.00	187,500.00	225,000.00	37,500.00	83.3
02-441-3103 PARKS EQUIPMENT	7,615.00	91,065.00	95,000.00	3,935.00	95.9
02-441-3104 PUBLIC WORKS VEHICLES	.00	.00	30,000.00	30,000.00	.0
02-441-3105 PARKS VEHICLES	.00	.00	30,000.00	30,000.00	.0
02-441-3106 STORM SEWERS	.00	.00	50,000.00	50,000.00	.0
02-441-3108 BUILDINGS	.00	.00	25,000.00	25,000.00	.0
02-441-3109 TRAFFIC CALMING	.00	.00	75,000.00	75,000.00	.0
02-441-3110 CRACK SEAL	84.00	84.00	27,000.00	26,916.00	.3
02-441-3111 CURB AND GUTTER	.00	489.00	40,000.00	39,511.00	1.2
02-441-3112 RIGHTS-OF-WAY IMPROVEMENTS	.00	.00	250,000.00	250,000.00	.0
02-441-4000 LAND PURCHASE	936.80	1,409.65	1,500,000.00	1,498,590.35	.1
<b>TOTAL CAPITAL FUND EXPENDITURES</b>	<b>10,365.30</b>	<b>330,823.36</b>	<b>3,170,600.00</b>	<b>2,839,776.64</b>	<b>10.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,365.30</b>	<b>330,823.36</b>	<b>3,170,600.00</b>	<b>2,839,776.64</b>	<b>10.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>55,795.12</b>	<b>( 134,779.50)</b>	<b>( 2,878,305.00)</b>	<b>( 2,743,525.50)</b>	<b>( 4.7)</b>

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

CONSERVATION TRUST FUND

ASSETS

07-1000	CASH - COMBINED FUND	569,668.19	
07-1041	INVESTMENT ACCT CONSER TRUST	167,796.27	
	TOTAL ASSETS		737,464.46

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
07-2900	FUND BALANCE	724,257.95	
	REVENUE OVER EXPENDITURES - YTD	13,206.51	
	BALANCE - CURRENT DATE		737,464.46
	TOTAL FUND EQUITY		737,464.46
	TOTAL LIABILITIES AND EQUITY		737,464.46

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

CONSERVATION TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>INTERGOVERNMENTAL REVENUES</u>					
07-330-3358 COLORADO LOTTERY	14,496.94	14,496.94	50,000.00	35,503.06	29.0
TOTAL INTERGOVERNMENTAL REVENUES	14,496.94	14,496.94	50,000.00	35,503.06	29.0
<u>MISCELLANEOUS REVENUES</u>					
07-360-3611 INTEREST ON INVESTMENTS	18.80	51.21	200.00	148.79	25.6
TOTAL MISCELLANEOUS REVENUES	18.80	51.21	200.00	148.79	25.6
TOTAL FUND REVENUE	14,515.74	14,548.15	50,200.00	35,651.85	29.0

CITY OF CHERRY HILLS VILLAGE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>					
07-450-4521 TRAIL IMPROVEMENTS	1,016.64	1,341.64	35,000.00	33,658.36	3.8
TOTAL CONSERVATION TRUST EXPENDITURE	1,016.64	1,341.64	35,000.00	33,658.36	3.8
TOTAL FUND EXPENDITURES	1,016.64	1,341.64	35,000.00	33,658.36	3.8
NET REVENUE OVER EXPENDITURES	13,499.10	13,206.51	15,200.00	1,993.49	86.9

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

CH ANDERSON LAND DONATION FUND

ASSETS

08-1000	CASH - COMBINED FUND	( 165,399.71)	
08-1041	INVESTMENT ACCT LAND DONATION	814,297.04	
	TOTAL ASSETS		648,897.33

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
08-2900	FUND BALANCE	648,598.84	
	REVENUE OVER EXPENDITURES - YTD	298.49	
	BALANCE - CURRENT DATE	648,897.33	
	TOTAL FUND EQUITY		648,897.33
	TOTAL LIABILITIES AND EQUITY		648,897.33

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

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	50.00	1,000.00	950.00	5.0
	<b>TOTAL LICENSE AND PERMIT REVENUES</b>	<b>.00</b>	<b>50.00</b>	<b>1,000.00</b>	<b>950.00</b>	<b>5.0</b>
<u>MISCELLANEOUS REVENUES</u>						
08-360-3611	INTEREST-INVESTMENTS	91.22	248.49	1,000.00	751.51	24.9
08-360-3680	MISCELLANEOUS REVENUES	.00	.00	4,000.00	4,000.00	.0
	<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>91.22</b>	<b>248.49</b>	<b>5,000.00</b>	<b>4,751.51</b>	<b>5.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>91.22</b>	<b>298.49</b>	<b>6,000.00</b>	<b>5,701.51</b>	<b>5.0</b>

CITY OF CHERRY HILLS VILLAGE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

CH ANDERSON LAND DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND DONATION FUND EXPENDITURE</u>					
08-450-6068 MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
08-450-9093 THREE POND PARK WATER RIGHTS	.00	.00	620.00	620.00	.0
TOTAL LAND DONATION FUND EXPENDITURE	.00	.00	5,620.00	5,620.00	.0
TOTAL FUND EXPENDITURES	.00	.00	5,620.00	5,620.00	.0
NET REVENUE OVER EXPENDITURES	91.22	298.49	380.00	81.51	78.6

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

SID # 7 BOND FUND

ASSETS

13-1000	CASH - COMBINED FUND	267.56	
13-1031	CASH COUNTY TREASURER SID #7	15,512.21	
13-1047	COLOTRUST	45,388.89	
	TOTAL ASSETS		61,168.66

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
13-2900	FUND BALANCE	25,360.69	
	REVENUE OVER EXPENDITURES - YTD	35,807.97	
	BALANCE - CURRENT DATE		61,168.66
	TOTAL FUND EQUITY		61,168.66
	TOTAL LIABILITIES AND EQUITY		61,168.66

CITY OF CHERRY HILLS VILLAGE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

SID # 7 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
13-360-3611 INTEREST INCOME	5.08	10.57	50.00	39.43	21.1
13-360-3612 INTEREST ON ASSESSMENT	2,843.94	6,562.95	13,330.00	6,767.05	49.2
13-360-3630 ASSESSMENTS REVENUE	12,824.96	29,596.05	66,371.00	36,774.95	44.6
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>15,673.98</b>	<b>36,169.57</b>	<b>79,751.00</b>	<b>43,581.43</b>	<b>45.4</b>
<b>TOTAL FUND REVENUE</b>	<b>15,673.98</b>	<b>36,169.57</b>	<b>79,751.00</b>	<b>43,581.43</b>	<b>45.4</b>

CITY OF CHERRY HILLS VILLAGE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

SID # 7 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SID # 7 BOND FUND EXPENDITURES</u>					
13-470-4041 COUNTY TREASURER FEES	156.69	361.60	797.00	435.40	45.4
13-470-7072 INTEREST EXPENSE	.00	.00	11,151.00	11,151.00	.0
13-470-7073 BOND PRINCIPAL PAYMENT	.00	.00	80,000.00	80,000.00	.0
<b>TOTAL SID # 7 BOND FUND EXPENDITURES</b>	<b>156.69</b>	<b>361.60</b>	<b>91,948.00</b>	<b>91,586.40</b>	<b>.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>156.69</b>	<b>361.60</b>	<b>91,948.00</b>	<b>91,586.40</b>	<b>.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>15,517.29</b>	<b>35,807.97</b>	<b>( 12,197.00)</b>	<b>( 48,004.97)</b>	<b>293.6</b>

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

ARAPAPAHOE COUNTY OPEN SPACE F

ASSETS

14-1000	CASH - COMBINED FUND	( 759,773.18)	
14-1042	INVESTMENT ACCOUNT-CSAFE	260,621.92	
14-1043	INVEST ACCT-COLOTRUST	1,197,265.71	
	TOTAL ASSETS		698,114.45

LIABILITIES AND EQUITY

LIABILITIES

14-2071	ARAP CO SALES TAX COLLECTED	22,085.41	
14-2221	DEFERRED REVENUE	29,130.00	
	TOTAL LIABILITIES		51,215.41

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
14-2900	FUND BALANCE	671,338.76	
	REVENUE OVER EXPENDITURES - YTD	( 24,439.72)	
	BALANCE - CURRENT DATE	646,899.04	
	TOTAL FUND EQUITY		646,899.04
	TOTAL LIABILITIES AND EQUITY		698,114.45

CITY OF CHERRY HILLS VILLAGE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

ARAPAPAHOE COUNTY OPEN SPACE F

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>LICENSE AND PERMIT REVENUES</u>					
14-320-3200 OPEN SPACE SHAREBACK	.00	.00	125,000.00	125,000.00	.0
14-320-3220 SALES TAX COLLECTION FEE	1,162.39	1,162.39	2,000.00	837.61	58.1
TOTAL LICENSE AND PERMIT REVENUES	<u>1,162.39</u>	<u>1,162.39</u>	<u>127,000.00</u>	<u>125,837.61</u>	<u>.9</u>
<u>MISCELLANEOUS REVENUES</u>					
14-360-3611 INTEREST INCOME	160.45	438.92	1,200.00	761.08	36.6
TOTAL MISCELLANEOUS REVENUES	<u>160.45</u>	<u>438.92</u>	<u>1,200.00</u>	<u>761.08</u>	<u>36.6</u>
TOTAL FUND REVENUE	<u>1,322.84</u>	<u>1,601.31</u>	<u>128,200.00</u>	<u>126,598.69</u>	<u>1.3</u>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

ARAPAPAHOE COUNTY OPEN SPACE F

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE FUND EXPENDITURES</u>					
14-450-9091 TRAIL IMPROVEMENTS	.00	.00	70,000.00	70,000.00	.0
14-450-9092 PARK IMPROVEMENTS	.00	252.50	10,000.00	9,747.50	2.5
14-450-9093 OTHER EXPENDITURES	.00	1,278.00	50,000.00	48,722.00	2.6
14-450-9098 JOHN MEADE PARK MASTER PLAN	13,836.43	24,510.53	.00	( 24,510.53)	.0
<b>TOTAL OPEN SPACE FUND EXPENDITURES</b>	<b>13,836.43</b>	<b>26,041.03</b>	<b>130,000.00</b>	<b>103,958.97</b>	<b>20.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>13,836.43</b>	<b>26,041.03</b>	<b>130,000.00</b>	<b>103,958.97</b>	<b>20.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 12,513.59)</b>	<b>( 24,439.72)</b>	<b>( 1,800.00)</b>	<b>22,639.72</b>	<b>(1357.</b>

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

WATER AND SEWER FUND

ASSETS

20-1000	CASH - COMBINED FUND	61,695.05	
20-1041	INVESTMENT ACCOUNT	735,235.72	
20-1151	ACCOUNTS RECEIVABLE	13,866.50	
20-1551	SEWER LINES	708,364.00	
20-1601	ACCUMULATED DEPRECIATION	( 483,715.00)	
	TOTAL ASSETS		1,035,446.27

LIABILITIES AND EQUITY

LIABILITIES

20-2212	FAIRFAX WATER LINE	29,116.50	
20-2214	LEVY WATER LINE ESCROW	950.00	
	TOTAL LIABILITIES		30,066.50

FUND EQUITY

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	( 461,382.25)	
	REVENUE OVER EXPENDITURES - YTD	110,609.40	
	BALANCE - CURRENT DATE	( 350,772.85)	
	TOTAL FUND EQUITY		1,005,379.77
	TOTAL LIABILITIES AND EQUITY		1,035,446.27

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

WATER AND SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSE AND PERMIT REVENUES</u>					
20-320-3220 SEWER TAP FEES	.00	16,700.00	.00	( 16,700.00)	.0
20-320-3221 WATER TAP FEES	6,000.00	26,000.00	.00	( 26,000.00)	.0
20-320-3225 WATER ADMINISTRATION FEES	.00	11,584.00	.00	( 11,584.00)	.0
20-320-3226 SEWER ADMINISTRATION FEES	.00	.00	2,328.00	2,328.00	.0
20-320-3228 W/S REPAIR & REPLACEMENT FEES	.00	59,006.00	56,700.00	( 2,306.00)	104.1
<b>TOTAL LICENSE AND PERMIT REVENUES</b>	<b>6,000.00</b>	<b>113,290.00</b>	<b>59,028.00</b>	<b>( 54,262.00)</b>	<b>191.9</b>
<u>MISCELLANEOUS REVENUES</u>					
20-360-3611 INTEREST INCOME	82.36	224.35	800.00	575.65	28.0
20-360-3680 MISCELLANEOUS INCOME	.00	1,399.55	.00	( 1,399.55)	.0
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>82.36</b>	<b>1,623.90</b>	<b>800.00</b>	<b>( 823.90)</b>	<b>203.0</b>
<b>TOTAL FUND REVENUE</b>	<b>6,082.36</b>	<b>114,913.90</b>	<b>59,828.00</b>	<b>( 55,085.90)</b>	<b>192.1</b>

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

WATER AND SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER &amp; SEWER EXPENDITURES</u>					
20-461-4042 LEGAL COUNSEL	.00	1,383.00	1,000.00	( 383.00)	138.3
20-461-4049 OTHER CONTRACTUAL	.00	.00	25,000.00	25,000.00	.0
20-461-5052 SEWER REPAIRS & MAINTENANCE	75.50	2,067.50	300,000.00	297,932.50	.7
20-461-6063 TRAINING, DUES & SUB	.00	854.00	1,000.00	146.00	85.4
20-461-7050 DEPRECIATION	.00	.00	26,750.00	26,750.00	.0
<b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	<b>75.50</b>	<b>4,304.50</b>	<b>353,750.00</b>	<b>349,445.50</b>	<b>1.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>75.50</b>	<b>4,304.50</b>	<b>353,750.00</b>	<b>349,445.50</b>	<b>1.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>6,006.86</b>	<b>110,609.40</b>	<b>( 293,922.00)</b>	<b>( 404,531.40)</b>	<b>37.6</b>

CITY OF CHERRY HILLS VILLAGE  
BALANCE SHEET  
MARCH 31, 2015

PARKS AND RECREATION FUND

ASSETS

30-1000	CASH - COMBINED FUND	(	1,062,584.83)	
30-1031	CASH-COUNTY TREASURER GENERAL		212,936.65	
30-1041	INVEST ACCT. WF		1,039,717.67	
30-1042	INVESTMENT ACCOUNT-CSAFE	(	25,111.57)	
30-1043	INVEST ACCT-COLOTRUST+		2,777,080.48	
30-1051	TAXES RECEIVABLE		841,211.67	
30-1551	PREPAID INSURANCE		8,545.42	
30-1632	GROUND IMPROVEMENTS		39,485.00	
30-1646	PARKS & TRAILS EQUIPMENT		220,226.57	
30-1701	COMPUTER LOAN PROGRAM		208.12	
	TOTAL ASSETS			4,051,715.18

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		841,211.67	
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		259,711.57	
	TOTAL LIABILITIES			2,645,516.82

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
30-2900	FUND BALANCE		957,488.98	
	REVENUE OVER EXPENDITURES - YTD		448,709.38	
	BALANCE - CURRENT DATE			1,406,198.36
	TOTAL FUND EQUITY			1,406,198.36
	TOTAL LIABILITIES AND EQUITY			4,051,715.18

CITY OF CHERRY HILLS VILLAGE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

PARKS AND RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>					
30-310-3111	213,947.71	644,244.78	1,479,014.00	834,769.22	43.6
	213,947.71	644,244.78	1,479,014.00	834,769.22	43.6
<u>MISCELLANEOUS REVENUES</u>					
30-380-3811	385.57	1,025.47	5,000.00	3,974.53	20.5
30-360-3680	.00	.00	1,542,491.00	1,542,491.00	.0
	385.57	1,025.47	1,547,491.00	1,546,465.53	.1
	214,333.28	645,270.25	3,026,505.00	2,381,234.75	21.3

CITY OF CHERRY HILLS VILLAGE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

PARKS AND RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION EXPENDITURE</u>					
30-432-1011 PERSONAL SERVICES	24,580.93	86,452.38	355,000.00	268,547.62	24.4
30-432-1013 SOCIAL SECURITY TAXES	2,106.10	6,960.15	28,400.00	21,439.85	24.5
30-432-1014 RETIREMENT 401-MGMT	353.08	1,235.78	4,500.00	3,264.22	27.5
30-432-1015 RETIREMENT 457 DEF COMP	659.90	2,185.35	8,000.00	5,814.65	27.3
30-432-1016 HEALTH-LIFE-DENTAL INSURANCE	5,447.53	16,238.59	58,860.00	42,621.41	27.6
30-432-1018 UNIFORM EXPENSE	148.49	576.99	2,500.00	1,923.01	23.1
30-432-1019 OVERTIME	2,936.97	3,724.05	2,500.00	( 1,224.05)	149.0
30-432-2021 OFC-SUPPLIES-POSTAGE	.00	77.44	1,000.00	922.56	7.7
30-432-2023 PLANT SUPPLIES	.00	.00	2,500.00	2,500.00	.0
30-432-2025 GENERAL INFRASTRUCTURE MAINT	4,479.68	5,841.82	15,500.00	9,658.18	37.7
30-432-2026 SNOW AND ICE MELT	.00	.00	1,000.00	1,000.00	.0
30-432-2027 PARK SIGNAGE	.00	501.21	1,000.00	498.79	50.1
30-432-2028 SPECIAL MATERIALS	227.49	462.54	3,500.00	3,037.46	13.2
30-432-3032 WATER	267.06	526.61	30,000.00	29,473.39	1.8
30-432-3033 COMMUNICATIONS	.00	268.53	3,200.00	2,931.47	8.4
30-432-4041 COUNTY TREASURER FEES	2,139.48	6,442.45	14,790.00	8,347.55	43.6
30-432-4043 LEGAL/SURVEYING	.00	.00	4,000.00	4,000.00	.0
30-432-4046 ENGINEERING	2,205.00	2,205.00	14,000.00	11,795.00	15.8
30-432-4047 FORESTRY/ROW TREE MAINT.	3,647.50	4,522.50	30,000.00	25,477.50	15.1
30-432-4048 VEHICLE MAINTENANCE CONTRACT	.00	.00	18,200.00	18,200.00	.0
30-432-4049 OTHER CONTRACTUAL SERVICES	.00	.00	4,350.00	4,350.00	.0
30-432-5052 EQUIPMENT MAINTENANCE	.00	.00	6,000.00	6,000.00	.0
30-432-5053 VEHICLE MAINTENANCE	90.95	1,085.49	4,500.00	3,414.51	24.1
30-432-5054 GASOLINE-OIL	1,306.52	3,529.23	25,000.00	21,470.77	14.1
30-432-5055 GROUNDS MAINTENANCE	5,279.33	6,039.33	20,000.00	13,960.67	30.2
30-432-6063 TRAIN-DUES-TRAVEL-SUBSC	40.00	1,231.95	5,200.00	3,968.05	23.7
30-432-6064 TESTING-PHYSICALS	.00	110.00	500.00	390.00	22.0
30-432-6067 SPECIAL EVENTS	.00	629.25	15,000.00	14,370.75	4.2
30-432-6068 MISCELLANEOUS EXPENSES	250.00	750.00	5,000.00	4,250.00	15.0
30-432-6069 RECREATION REIMBURSEMENT PROGR	4,279.75	40,165.40	225,000.00	184,834.60	17.9
30-432-7071 EQUIPMENT	1,800.91	4,798.83	15,800.00	11,001.17	30.4
30-432-7072 INTEREST EXPENSE	.00	.00	18,925.00	18,925.00	.0
30-432-7073 PRINCIPAL EXPENSE	.00	.00	734,625.00	734,625.00	.0
30-432-7075 ADMINISTRATIVE SERVICES	.00	.00	25,000.00	25,000.00	.0
<b>TOTAL PARKS &amp; RECREATION EXPENDITURE</b>	<b>62,246.67</b>	<b>196,560.87</b>	<b>1,703,350.00</b>	<b>1,506,789.13</b>	<b>11.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>62,246.67</b>	<b>196,560.87</b>	<b>1,703,350.00</b>	<b>1,506,789.13</b>	<b>11.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>152,086.61</b>	<b>448,709.38</b>	<b>1,323,155.00</b>	<b>874,445.62</b>	<b>33.9</b>

**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: 10d(iii)

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

**FROM:** LAURA SMITH, CITY CLERK

**SUBJECT:** PLANNING AND ZONING COMMISSION VACANCY

**DATE:** APRIL 21, 2015

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**ISSUE**

Commissioner Steve Szymanski has resigned, leaving an opening on the Planning and Zoning Commission (P&Z). Commissioner Szymanski's term was set to expire in September 2017.

**DISCUSSION**

In January 2015 the Council appointed Mayor Christman and Councilor Hoellen to interview applicants and make appointment recommendations for several openings on City boards and commissions. Of those applicants, two expressed interest in P&Z and were not appointed to P&Z, Michael LaMair and Phillip Seawalt.

The application for City boards and commission has been available on the City website since the end of 2014 and each board and commission page states that the City always welcomes applications. Staff has not received any new applications for P&Z since January 2015.

**NEXT STEPS**

Staff is seeking direction from Council as to how to proceed. Council can direct staff to contact one or both of the applicants from January to determine their continued interest in serving, or Council can direct staff to further advertise the vacancy and solicit more applications.

