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

City Council Agenda
Tuesday, October 6, 2015

6:00 p.m. – Study Session – 2016 Proposed Budget and Capital Project Financing Report

6:30 p.m. – Regular Meeting

1. Call to Order

2. Roll Call of Members

3. Pledge of Allegiance

4. GFOA Budget Award Presentation

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

6. Consent Agenda
   a. Approval of Minutes – September 15, 2015
   b. Intergovernmental Agreement with Arapahoe County Regarding a Contribution to the High Line Canal Visioning Project

7. Items Removed From Consent Agenda

8. Unfinished Business

9. New Business
   a. Public Hearing – 4501 South Monroe Lane Request for a Floodplain Development Permit and Floodplain Map Amendment
   b. Cherry Hills Village Master Plan 2015 Implementation Plan
   c. Resolution 40, Series 2015; Affirming the Appointment of James E. Turre as Municipal Judge, Affirming the Appointment of Penelope D. Coffman as Alternate Municipal Judge, Appointing John F. Welborn as an Alternate Municipal Judge and Setting the Term for Each Municipal Judge Appointment
   d. Resolution 41, Series 2015; Great Outdoors Colorado Local Government Park Grant
   e. Resolution 42, Series 2015; Colorado Parks and Wildlife Large Construction and Maintenance Grant
   f. Resolution 43, Series 2015; Adopting the Arapahoe County Multi Hazard Mitigation Plan
   g. Council Bill 6, Series 2015; Authorizing a Supplemental Appropriation for City Manager Search Firm Expenses in Fiscal Year 2015 (*first reading*)
   h. City Manager Search and Recruitment Agreement
   i. Benefit Consulting Services Agreement

Agenda Continues on 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.

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10. Reports
    a. Mayor
    b. Members of City Council
    c. Reports from Members of City Boards and Commissions
    d. City Manager and Staff
        (i) 2016 City Council Meeting Dates
    e. City Attorney

11. Adjournment

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ITEM: Study Session

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION
JAY GOLDIE, INTERIM CITY MANAGER/DIRECTOR OF PUBLIC WORKS

SUBJECT: 2016 PROPOSED BUDGET AND CAPITAL PROJECT FINANCING REPORT

DATE: OCTOBER 6, 2015

DISCUSSION:
Attached you will find an updated copy of the 2016 Proposed Budget (Exhibit A). The budget public hearing and first reading of budget ordinances will be held on November 17th, 2015.

Staff has taken the following priorities into consideration when preparing the proposed budget:

- Continue to pro-actively address safety, health and welfare issues within the Village.
- Evaluate and, where possible, enhance service delivery and responsiveness.
- Manage the public's monies in a fiscally responsible manner.
    - Stay within budget.
    - Adhere to and monitor the newly created Strategic Financial Plan.
    - Evaluate possible alternative revenues sources.
- Master Plan implementation.
- Implementation of the John Meade Park Master Plan.
- Grant coordination and applications.
- Pursue Public Works facility re-location with Englewood.
- 2016 Municipal Election Process.
- Dignitary Visits – 2016 Presidential Election Process.
- Code review and revisions.
- Village Center design.
- Quincy Farm – planning process.
- Highline Canal Trail Interconnect Project.

- Glenmoor Traffic Signal Project (partner with HOA and Greenwood Village).
- Drainage Project at Clarkson and Belleview (partner with Greenwood Village).
- Clarkson Bike Lane Project (partner with Englewood).
- Complete Traffic Study Project.
- Improve public outreach efforts.
    - Crier (monthly publications), Villager, Web site, Channel 22, HOA meetings, school interactions, etc.
    - Special Events : Holiday Tree Lighting, Exotic Car Show, Movie Night, Spring Clean-Up, Prescription Drug Take Back, National Night Out, Electronics Turn-In, Art Commission events and assist outside entities with their special events – Land Preserve Barn Tour, local schools, etc.
- Address storm water issues in a comprehensive manner.
- Maintain and evaluate IT systems.
- Transition to the provisions of the Affordable Care Act, if necessary.
- Employee training and development.
    - Establish training in critical areas for all employees on an annual basis.
    - Leadership training for supervisory and management staff.
- Annual Employee Compensation Study.
    - Evaluate employee benefit programs.
- Monitor and evaluate the Wildlife Management Program.
- Determine Community Strategies for:
    - Open Space Acquisitions
    - High Line Canal
    - Sanitation District Consolidation
- Maintain close Staff liaison with the various Village Boards and Commissions.
- Closely coordinate/monitor activities of those outside entities that have a direct impact on Village operations and quality of life issues within the City, i.e., CDOT, Denver Water, Xcel Energy, Century Link, etc.

Based on the proposed 2016 budget being discussed tonight, the General Fund Balance at the end of 2016 is projected to be approximately $3,517,342. The General Fund 2016 budgeted revenues are $6,913,443 and budgeted expenditures are $6,913,443 for a balanced budget. Property tax revenues are projected to increase by $343,753 from the 2015 budget. In order to balance the General Fund budget, $264,000 of the Specific Ownership Tax was returned to the General Fund from the Capital Fund. General Fund expenditures are budgeted at an increase of approximately 3% from the 2015 budget. This increase is mainly due to a 3% average in salary increases and two additional employees; one Parks Worker and one Police Officer. The Capital Fund has a deficit in the proposed 2016 budget of ($4,091,918), but a projected ending Fund Balance of $3,234,983. Staff has not yet received information on final increases to health or dental insurance so estimates have been included in the budget. Staff is also continuing to work on the details and timing of COP's for the Public Works and Village Center projects.

Staff has included an updated copy of the Capital Project Financing Report. The projected cumulative ending fund balance in 15 years has decreased, but still remains positive at

$6,745,042. Staff's conclusions remain unchanged. The City can complete all the capital projects with cash and a $12.5 million COP (possibly less) and have a positive remaining ending fund balance.

ADDITIONAL INFORMATION:
Staff will again submit our budget document to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Awards Program (Budget Awards Program).

This award encourages and assists state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then recognizes individual governments that succeed in achieving this goal. Documents submitted to the Budget Awards Program are reviewed by selected members of the GFOA professional staff and by outside reviewers with experience in public-sector budgeting. Submissions for the award must be received within 90 days of the date when the budget was adopted.

ATTACHMENT:
Exhibit A: 2016 Proposed Budget
Exhibit B: Capital Project Financing Report

2016 PROPOSED BUDGET

CITY OF CHERRY HILLS VILLAGE

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

Study Session – October 6, 2015
First Reading – November 17, 2015
Second Reading – December 9, 2015

EXHIBIT A

GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES

	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET
REVENUE					
Current Property Taxes @ 7.30 Mills	2,196,853	2,123,466	2,133,756	2,133,756	2,477,509
Use/Tax Motor Vehicles	1,101,958	1,146,976	1,102,905	1,022,485	1,000,000
Sales Tax	1,205,914	1,225,012	1,005,047	964,306	950,006
Service Expansion Fees	160,094	164,276	150,000	139,472	150,000
Building Permits	477,725	811,537	550,000	557,187	550,000
Franchise Fees	431,275	455,827	359,700	341,021	359,700
Highway Users Tax	242,555	246,369	239,252	223,215	241,697
Municipal Court Fines	277,314	278,297	270,000	232,916	270,000
County Road & Bridge Levy	120,336	113,504	116,480	113,995	135,245
Specific Ownership Tax	(17,680)	-	274,000	274,000	264,000
Other Revenues	584,678	733,539	534,436	572,773	515,287
TOTAL OPERATING REVENUE	6,781,022	7,298,803	6,735,576	6,575,127	6,913,443
EXPENDITURES					
Administration	1,572,634	1,799,030	1,823,988	1,945,356	1,871,585
Judicial	82,124	90,501	72,740	70,560	74,896
Data Processing	98,899	130,595	116,548	115,573	133,583
Community Development	424,062	431,478	603,776	550,533	599,850
Crier	16,364	19,854	18,100	17,168	30,500
Public Safety	2,507,255	2,529,088	3,040,862	2,740,701	3,114,402
Public Works	787,375	901,474	1,059,562	1,048,256	1,088,627
TOTAL OPERATING EXPENDITURES	5,488,713	5,902,020	6,735,576	6,488,147	6,913,443
Management Contingency/Transfer Out	-	-	-		
TOTAL EXPENDITURES	5,488,713	5,902,020	6,735,576	6,488,147	6,913,443
OPERATING GAIN/(LOSS)	1,292,309	1,396,783	-	86,980	0
EXTRAORDINARY EXPENSES					
Transfer to Parks and Rec Fund	-	-	1,542,491	1,542,491	-
Transfer to Capital Fund	965,056	1,065,944	1,893,047	1,827,945	-
TOTAL EXTRAORDINARY EXPENSES	965,056	1,065,944	3,435,538	3,370,436	-
BEGINNING FUND BALANCE	6,142,706	6,469,959	7,420,864	6,800,798	3,517,341
ADD/(SUBTRACT) OPERATING DIFFERENCE	1,292,309	1,396,783	-	86,980	0
LESS: EXTRAORDINARY EXPENSES	(965,056)	(1,065,944)	(3,435,538)	(3,370,436)	-
ENDING FUND BALANCE	6,469,959	6,800,798	3,985,326	3,517,341	3,517,342
EMERGENCY RESERVE	548,871	590,202	673,558	648,815	691,344
AVAILABLE FUND BALANCE	5,921,087	6,210,596	3,311,768	2,868,527	2,825,997

CHERRY HILLS VILLAGE
2016 BUDGET
GENERAL FUND REVENUES

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	ASSESSED VALUE	301,972,720	290,292,390	292,295,294	292,295,294	339,384,776	
	Mill Levy	7.30	7.30	7.30	7.30	7.30	
01-310-3111	CURRENT PROPERTY TAXES	2,196,853	2,123,466	2,133,756	2,133,756	2,477,509	Provided by the county.
01-310-3121	SPECIFIC OWNERSHIP TAXES	(17,680)	-	274,000	274,000	264,000	County collected. Basically property tax charged on the type of vehicle. The year and taxable value determine these fees. Taxable value is determined by taking 85% of the suggested retail price (MSRP).
01-310-3161	UTILITY FRANCHISE FEE	431,275	455,827	359,700	341,021	359,700	Xcel, Qwest
01-310-3162	CABLE TELEVISION FEES	136,324	141,783	130,000	137,148	133,000	Comcast
01-310-3191	CURRENT TAX INTEREST	7,123	5,869	6,000	4,229	6,000	Interest on property tax
01-310-3192	DELINQUENT TAXES	(13,655)	-	(15,000)	-	-	Reassessed property tax bills
01-310-3193	DELINQUENT INT	(155)	-	(100)	-	-	Interest on property tax paid late
01-310-3311	SALES TAX	1,205,914	1,225,012	1,005,047	964,306	950,006	3.5% on taxable transactions w/in Village; i.e.: country clubs, church gift shops, special events and Shoppes at Cherry Hills
01-310-3312	USE TAX/MOTOR VEHICLES	1,101,958	1,146,976	1,102,905	1,022,485	1,000,000	3% on sale/purchase or lease of licensed vehicle
01-310-3313	EXCISE TAX	-	150,000	-	-	-	2014 BMW Golf Tournament
	TOTAL TAXES AND FEES	5,047,957	5,248,933	4,996,307	4,876,945	5,190,215	
01-320-3211	LIQUOR LICENSES	7,150	8,350	7,176	7,101	7,201	Annual renewal (4th Qtr); country clubs, wine shop, sandwich shop and pizzeria
01-320-3213	SECURITY ALARM PERMITS	31,600	26,950	26,000	30,055	30,000	$25 per household w/ active security systems
01-320-3221	BUILDING PERMITS	477,725	811,537	550,000	557,187	550,000	1.0% valuation on building permit applications
01-320-3222	SERVICE EXPANSION FEES	160,094	164,276	150,000	139,472	150,000	$0.80 sq. ft. on additional livable sq. ft.; $0.30/sq. ft. on accessory structures/uses (with the exception of $0.05/sq. ft. on sport courts)
01-320-3223	ZONING & SUBDIVISION FEES	200	1,900	2,000	1,900	2,000	Primarily land use (i.e.: variance) applications
01-320-3224	ELEVATOR INSPECTION FEE	3,600	3,600	3,600	3,600	3,600	Annual inspections
01-320-3225	PLAN REVIEW FEE	90,891	129,455	85,000	114,039	90,000	Based on building activity
01-320-3226	REINSPECTION FEES	-	150	500	-	500	Based on building activity
01-320-3227	DOG LICENSES	2,620	2,990	3,200	2,090	2,200	Annual dog tags at $10 per dog
01-320-3228	STREET CUT PERMITS	60,416	55,154	50,000	59,383	55,000	Private cuts in ROWs
01-320-3229	STORMWATER CONST. PERMIT	3,720	3,300	2,000	1,500	2,000	Administration and Inspections for Stormwater Construction Permits
01-320-3230	ENGINEERING PLAN REVIEW	17,895	3,900	8,000	5,775	8,000	Engineering Review of Stowrmwater Construction Permits, Drainage Reports and floodplain analysis of Building Permits .
	TOTAL LICENSES/PERMIT	855,911	1,211,561	887,476	922,101	900,501	
01-330-3321	MOTOR VEH.REGISTRATION	25,283	26,625	25,000	23,226	25,000	County collected
01-330-3342	CIGARETTE TAX	3,569	3,186	2,800	3,123	2,800	State derived
01-330-3352	HIGHWAY USERS TAX	242,555	246,369	239,252	223,215	241,697	Based on the # of vehicles and street miles in each community relative to the same statistics in other municipalities and the CO Dept of Transportation's revenue estimates available at this time.
01-330-3371	CNTY RD/BRIDGE LEVY	120,336	113,504	116,480	113,995	135,245	Shareback from Arapahoe County (.780 mills x Assessed Value x 50%)
	TOTAL INTERGOVERNMENTAL	391,743	389,685	383,532	363,559	404,742	
01-350-3420	EXTRA DUTY SERVICE CHARGES	50,645	53,740	55,000	49,394	55,000	Revenues to off-set officer expense in Public Safety
01-350-3421	FALSE ALARM FEES	600	3,100	1,000	500	1,000	1st & 2nd false alarm=no charge;3rd $100, 4th $200 and put on non-response.
01-350-3511	MUNICIPAL COURT FINES	277,314	278,297	270,000	232,916	270,000	Fines $25/pt.
01-350-3512	DUI FINES	20,841	11,886	18,000	10,820	12,000	From County for DUI offenders ticketed in CHV
01-350-3513	FUEL SURCHARGE	24,625	23,965	24,000	18,905	20,000	
01-350-3514	PHOTO RED LIGHT FINES	52,875	325	40,000	25	-	
	TOTAL CHARGES FOR SERVICE	426,900	371,313	408,000	312,560	358,000	
01-360-3611	INTEREST INCOME	10,722	11,476	10,000	11,779	12,000	CSafe interest, Wells Fargo, Colotrust interest and CD's.
01-360-3612	PENALTY-BUILDING PERMIT	3,414	5,935	3,000	5,125	3,000	Building permit penalty
01-360-3650	CRIER CONTRIBUTIONS	8,928	7,886	10,000	6,701	7,000	
01-360-3660	CRIER ADVERTISEMENT	7,700	9,376	10,000	4,920	10,000	$25 per ad for residents; $45 per ad for non-residents
01-360-3680	OTHER REVENUES	23,818	35,079	20,000	63,513	20,000	Police reports, auction proceeds, security guard, business licenses and notary fees
01-360-3690	LEASE PROCEEDS	3,930	7,560	7,260	7,923	7,986	Crown Castle (665.50 x 12)
	TOTAL MISC REVENUES	58,511	77,311	60,260	99,961	59,986	
	TOTAL REVENUES	6,781,022	7,298,803	6,735,575	6,575,127	6,913,443	

GENERAL FUND

ADMINISTRATION

The Administration Division is comprised of the City Manager, the Director of Finance and Administration, the Human Resource Analyst, Accounting Clerk and the City Clerk. The City Manager is responsible to the City Council for the general financial and personnel administration of the City government. The Finance Director is responsible for the care and maintenance of all City fiscal matters. The City Clerk provides secretarial services to the City Council. The City Clerk also serves as Chairman of the Election Commission and assists the Council with formal public notices and public relations. Other functions undertaken by this Department are personnel management, City insurance programs, coordination of citizen requests for service and records management.

PERSONNEL SUMMARY

City Employees:	2013	2014	2015	2015	2016
City Manager	1	1	1	1	1
Finance Director	1	1	1	1	1
City Clerk	1	1	1	1	1
Special Projects Coordinator	1	1	0	0	0
Accounting Clerk	0	1	1	1	1
Human Resources	1	1	1	1	1
TOTAL	5	6	5	5	5

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	PERSONNEL SERVICES:						
01-411-1011	PERSONNEL SERVICES	414,803	493,652	483,198	539,624	497,694	3% increases
01-411-1012	FEE PERSONNEL	16,600	16,200	17,600	15,600	16,800	Prosecuting Attorney, 2 sessions per month (plus 2 additional court sessions if needed)
01-411-1013	SOCIAL SECURITY TAXES	29,446	65,904	38,656	41,460	39,816	
01-411-1014	RETIREMENT 401-NONSWORN	25,481	36,230	30,000	32,712	35,000	
01-411-1015	RETIREMENT 457	59,563	69,521	65,000	66,924	65,000	
01-411-1016	HEALTH-LIFE-DENTAL INSURANCE	415,554	523,070	531,038	547,820	530,000	
01-411-1017	UNEMPLOY-WORKERS COMP INS	87,583	43,424	85,000	106,892	113,000	Pinnacol & The Colorado Dept of Labor and Employment
01-411-1019	OVERTIME	-	2,171	-	1,642	-	
	TOTAL PERSONNEL SERVICES	1,049,029	1,250,173	1,250,492	1,352,675	1,297,310	
	SUPPLIES AND MATERIALS:						
01-411-2021	OFC-SUPPLIES-POSTAGE	11,593	13,407	15,500	16,564	16,280	Office supplies, postage, minute paper, plastic file boxes
01-411-2022	PRINTING-REPRODUCTION	1,263	1,296	1,500	1,256	2,500	Letterhead, envelopes, County recording fees, GFOA booklet printing $1,000
01-411-2028	SPECIAL MATERIALS	1,697	1,917	2,500	1,986	2,500	Coffee supplies, notary, printer materials
	TOTAL SUPPLIES AND MATERIALS	14,553	16,620	19,500	19,806	21,280	
	UTILITIES:						
01-411-3031	GAS-HEAT-LIGHT	20,999	22,625	21,000	19,025	21,000	
01-411-3033	COMMUNICATIONS	29,375	31,244	33,000	35,257	28,000	In house VOIP
01-411-3035	SEWER	4,584	(6)	3,136	3,128	3,136	Sanitation district $1,595 and $1,541 paid to Englewood.
	TOTAL UTILITIES	54,958	53,863	57,136	57,409	52,136	

	CONTRACTUAL SERVICES:						
01-411-4040	COUNTY TREASURER FEES	24,698	23,994	21,338	24,991	24,775	1% of current property tax revenue
01-411-4041	COUNTY USE TAX FEES	55,098	57,349	55,145	54,824	50,000	5% of use tax/motor vehicle revenue
01-411-4042	AUDIT	7,500	8,205	8,500	8,500	8,500	John Cutler & Associates
01-411-4043	LEGAL	119,864	112,705	120,000	149,910	120,000	Linda Michow and other legal counsel
01-411-4049	OTHER CONTRACTUAL SERVICES	16,767	13,177	18,000	14,796	16,492	Pitney Bowes ($550), XEROX ($4,500), Affinity Care ($1,100), Municipal Code ($6,052), S Corp ($4,290)
	TOTAL CONTRACTUAL SERVICES	223,927	215,428	222,983	253,021	219,767	
	OTHER EXPENSES						
01-411-6061	INSURANCE-PROPERTY/CASUALTY	112,424	131,993	130,000	129,323	130,000	CIRSA -Property/Casualty
01-411-6062	ELECTION EXPENSE	-	5,847	6,000	1,499	6,000	
01-411-6063	TRAIN.-DUES-TRAVEL-SUBSC	71,966	64,672	101,277	81,379	95,817	See attached detail
01-411-6064	TESTING-PHYSICALS	161	55	500	157	300	New hire expenses and employee annual physicals
01-411-6066	LEGAL PUBLICATIONS	-	-	500	200	300	Legal postings in the Villager newspaper
01-411-6067	SPECIAL EVENTS	2,367	1,829	2,100	2,244	2,500	Misc events and volunteer party
01-411-6068	MISCELLANEOUS EXPENSES	42,723	56,993	32,000	45,143	44,675	Council food ($1,550), Car allowance ($7,800), Bank Fees ($20,000); Name plates ($50), Deliveries ($275), Arapahoe County-High Line Conservancy ($15,000)
01-411-7071	EQUIPMENT	527	1,558	1,500	2,500	1,500	
	TOTAL OTHER EXPENSES	230,168	262,947	273,877	262,445	281,092	
	TOTAL ADMINISTRATION EXPENSES	**1,572,634**	**1,799,030**	**1,823,988**	**1,945,356**	**1,871,585**	

GENERAL FUND
JUDICIAL

The Cherry Hills Village Municipal Court attends and adjudicates cases involving violations of municipal ordinances, most of which are violations to the Traffic Code. The Court holds two Wednesday morning sessions per month. The City Council appoints a Municipal Judge to preside over the court and the Prosecuting Attorney prosecutes cases on behalf of the City. The Court Clerk coordinates the day-to-day court operation and during court sessions and the Bailiff assists with court activities. This Division is under the supervision of the Director of Finance and Administration.

PERSONNEL SUMMARY

		2013	2014	2015	2015	2016
City Employees:						
	Court Clerk	1	1	1	1	1
	Bailiff (pt)	1	1	1	1	1
	TOTAL	2	2	2	2	2
Fee Personnel:						
	Municipal Judge	1	1	1	1	1
	TOTAL	1	1	1	1	1

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	PERSONNEL SERVICES:						
01-412-1011	PERSONNEL SERVICES	63,787	63,403	49,907	49,628	51,117	3% salary increases
01-412-1012	FEE PERSONNEL	10,700	13,000	10,800	12,500	13,000	Judge $500/session, 2 sessions per month (plus 2 additional court sessions if needed)
01-412-1013	SOCIAL SECURITY TAXES	4,883	4,863	3,993	3,749	4,089	
01-412-1019	OVERTIME	66	-	-	-	-	
	TOTAL PERSONNEL SERVICES	79,436	81,266	64,700	65,877	68,206	
	SUPPLIES AND MATERIALS						
01-412-2021	OFC SUPPLIES-POSTAGE	143	115	150	52	100	
01-412-2022	PRINTING-REPRODUCTION	166	823	500	250	400	Envelopes, court forms, ticket jackets, etc
	TOTAL SUPPLIES AND MATERIALS	309	938	650	302	500	
	CONTRACTUAL SERVICES:						
01-412-4050	JURY-WITNESS FEES	55	5	150	50	100	No trials currently scheduled. $5/day for 18 jurors who appeared for service & $10/day for 6 selected jurors
	TOTAL CONTRACTUAL SERVICES	55	5	150	50	100	
	OTHER EXPENSES:						
01-412-6063	TRAIN.-DUES-TRAVEL-SUBSC	453	399	560	580	560	CAMCA membership ($20), CAMCA Meetings ($200), CO Municipal Judge Membership ($40), Court rules book/supplements ($300)
01-412-6067	INTERPRETERS	941	730	1,000	750	850	Estimate based upon historical costs
01-412-6068	MISCELLANEOUS EXPENSES	930	7,163	5,680	3,000	4,680	Court Appointed Attorney ($65/hour 3 hours a case & 2 cases a month = $4,680)
01-412-7071	EQUIPMENT	-	-	-	-	-	
	TOTAL OTHER EXPENSES	2,324	8,292	7,240	4,330	6,090	
	TOTAL JUDICIAL EXPENSES	**82,124**	**90,501**	**72,740**	**70,560**	**74,896**	

GENERAL FUND

DATA PROCESSING

The Data Processing Division was established to account for computer related expenses of the entire City. These services are shared and not always department specific. This division has no employees.

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	DATA PROCESSING:						
01-414-2028	SOFTWARE	2,898	1,258	10,616	9,795	18,704	Managed Services: anti-virus, anti-spam
01-414-4049	OTHER CONTRACTUAL SERVICES	79,694	95,040	95,432	94,790	97,132	$9,060 Caselle, $72 website, $88,000 North Star support
01-414-5052	EQUIPMENT MAINTENANCE	247	472	3,000	1,417	0	Replacement parts
01-414-6068	MISCELLANEOUS EXPENSES	8,311	20,528	0	0	0	
01-414-7071	EQUIPMENT/HARDWARE	7,750	13,298	7,500	9,571	17,747	3 Replacement PC's, 5 tablets for PW, CD & Code, 4 Double Monitors PW, Storage and Backup
	TOTAL DATA PROCESSING	**98,900**	**130,595**	**116,548**	**115,573**	**133,583**	

GENERAL FUND

VILLAGE CRIER

The Village Crier is a monthly publication. Its purpose is primarily to inform villagers of local government issues but also, to report upcoming Village events and spotlight graduates and obituaries. A member of staff currently serves as the editor, and along with the Crier Board, is responsible for the gathering of articles, the printing and the mailing. A graphic designer has been hired to handle the layout. As of 1998, City staff has agreed to be responsible for the accounting of Crier financial transactions in the Village Crier Division.

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
01-419-1012	Fee Personnel	4,200	3,600	4,500	1,780	3,000	$250 for graphic artist x 12 issues
	TOTAL PERSONNEL SERVICE	4,200	3,600	4,500	1,780	3,000	
01-419-2021	Office Supplies & Postage	5,790	5,851	5,600	5,900	10,500	Approx $850 per issue + misc thank you cards & envelope expense
01-419-2022	Printing and Reproduction	6,374	10,403	8,000	9,488	17,000	$1,400 per issue & $200 for annual report
	TOTAL SUPPLIES/MATERIALS	12,164	16,254	13,600	15,388	27,500	
	TOTAL VILLAGE CRIER	**16,364**	**19,854**	**18,100**	**17,168**	**30,500**	

GENERAL FUND
PUBLIC SAFETY

The Police Department seeks to enhance the quality of life within the Village through the development and delivery of a full range of professional law enforcement services. These services include activities and programs designed to: prevent crime, educate the public, prevent juvenile delinquency, provide timely response to calls for service, investigate criminal activity, apprehend offenders, provide safe and efficient flow of traffic, address animal control and code violations, and provide other services based on input from the community.

PERSONNEL SUMMARY

City Employees:	2013	2014	2015	2015	2016
Police Chief/Deputy Police Chief	1	1	1	1	1
Police Commander	1	1	1	1	1
Police Sergeant	4	4	4	4	4
Police Support Services Supervisor	0	0	1	1	1
Police Officers	16	16	16	17	17
Animal Control Officer	1	1	1	1	1
Code Enforcement Officer	1	1	1	0.5	0.5
Stormwater Technician	0	0	0	0.5	0.5
Police Technician	1	1	1	1	1
Police Clerk	1	1	1	1	1
	26	26	27	28	28

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	PERSONNEL SERVICES:						
01-421-1011	PERSONNEL SERVICES	1,825,616	1,912,228	2,163,052	2,066,977	2,227,944	Salary step increases
01-421-1013	SOCIAL SECURITY TAXES	41,264	49,174	64,892	52,240	66,838	5 civilian employees in social security
01-421-1014	POLICE PENSION CONTRIBUTIONS	134,463	136,986	145,000	137,150	145,000	City's 8% contribution for all sworn officers
01-421-1018	UNIFORM EXPENSE	15,870	13,320	23,750	18,910	26,150	Uniform replacement $550 X 28 employees = $15,400; Five ballistic vests X $850 = $4,250; clothing & equipment for 2 new police officers = $4,000; Motorcycle Uniforms $2,000: Misc $500
01-421-1019	OVERTIME	45,624	37,108	65,000	46,271	70,000	Overtime compensation (dignitary visits)
01-421-1020	EXTRA DUTY CHARGES	45,052	47,248	70,000	47,074	70,000	
	TOTAL PERSONNEL SERVICES	2,107,889	2,196,065	2,531,694	2,368,621	2,605,932	
	SUPPLIES AND MATERIALS:						
01-421-2021	OFC SUPPLIES-POSTAGE	8,270	7,431	8,500	7,251	8,670	Copier paper, toner, PD office supplies, shredder bags and blank DVDs
01-421-2022	PRINTING-REPRODUCTION	4,661	4,347	5,665	4,804	5,780	Dept. forms, letterhead and envelopes, business cards, municipal and state court summons and complaint forms
01-421-2023	CRIME PREVENTION	130	575	2,000	2,852	4,000	Books, brochures, fliers & PD mailings addressing crime prevention measures
01-421-2024	SCHOOL RESOURCE OFFICER	822	1,431	2,000	1,968	1,000	SRO supplies
01-421-2028	SPECIAL MATERIALS	7,874	7,395	14,000	11,089	14,280	Photographic processing; weapons inspections, duty and training ammunition, Taser cartridges for annual recertification, range supplies, targets, small gun parts for department owned firearms, repairs to department owned rifles; evidence collection materials: fingerprint kits, evidence tape, evidence bags, tape lifters and backs, ink rollers, ink, and powder; batteries; drug test kits; keys; supplies for the Intoxilyzer; supplies for the AEDs; small disposable items used by patrol; chemical agent, and other miscellaneous items.
01-421-2029	ANIMAL CONTROL	401	215	1,000	691	1,000	Annual dog registration forms and dog tags, animal impound fees, veterinarian charges, and small equipment and supply items used by the AC Officer. Urban wildlife management and fox reintroduction program materials and education.
	TOTAL SUPPLIES AND MATERIALS	22,159	21,395	33,165	28,655	34,730	

	UTILITIES:						
01-421-3031	ELECTRICAL/GAS	20,589	24,167	27,300	23,154	27,300	Joint Public Safety Facility
01-421-3032	WATER	2,716	1,422	3,250	1,750	3,250	Joint Public Safety Facility
01-421-3033	TELEPHONE	21,736	15,257	29,350	20,322	28,750	28 Verizon cell phones $14,650; 12 data cards $7,000; repair & maintenance $3,500; 4 phone lines at JPSF $2,500: Long distance $1,100.
01-421-3035	SEWER	111	569	650	288	2,500	Joint Public Safety Facility
	TOTAL UTILITIES	45,153	41,415	60,550	45,514	61,800	
	CONTRACTUAL SERVICES:						
01-421-4048	VEHICLE MAINTENANCE CONTRACT	23,128	31,966	47,000	30,732	51,675	Preventative maintenance and repairs for the PD's vehicles provided by the City of Englewood $48,175 (increase in hourly shop rate); service for motorcycles $3,500
01-421-4049	OTHER CONTRACTUAL SERVICES	145,901	120,443	160,128	157,693	170,440	Range ($5,750), Bearcom ($5,300), Communications Center Radio Services dispatching- ($100,000), Arapahoe Sheriff's Office - Radio programming & support ($3,500) Juvenile Assessment Center ($2,500), Arapahoe House ($2,500), RMIN - police intell network ($150), Language Line ($400), Arapahoe County Haz Mat Response Team ($1,500); Records Management System annual maintenance fees & upgrades ($22,800); Data911 annual maintenance and warranty ($6,500); COPLINK ($1,800); State Patrol track usage -($1,300); Data Works ($2,550); Humane Society of the South Platte Valley, Inc. - Animal Sheltering Services ($5,390), Xerox lease ($2,800), Porter Lee Maintenance software and license ($1,500), Physio-Control (AED) ($1,500); Lexipol ($2,700).
01-421-4050	PHOTO RED LIGHT EXPENSES	38,303	0	40,000	0	0	American Traffic Solutions photo red light contractual fee- Offset with red light citation revenue. No current plans to reinstall.
	TOTAL CONTRACTUAL SERVICES	207,332	152,409	247,128	188,425	222,115	
	MAINTENANCE:						
01-421-5051	BUILDING MAINTENANCE	5,496	6,042	29,625	7,210	24,625	JPSF Police Department portion; Insurance $3,200, Fire alarm monitoring $300, Sand trap/generator service $400, Boiler license $50, Alarm inspection $175; service for first aid kits = $5,500; window cleaning bi-annually $1,000; carpet cleaning bi-annually $1,500, annual polished floor maintenance $2,500; Building repairs $10,000 (Estimated reserve for unanticipated expenses.)
01-421-5052	EQUIPMENT MAINTENANCE	1,667	2,994	4,500	3,218	5,000	Maintenance and repairs for all small equipment not covered by maintenance contracts (i.e. radar units) and the maintenance and repair of office equipment (copier and fax). Bicycle maintenance $500.
01-421-5053	VEHICLE MAINTENANCE	9,041	3,647	6,600	6,253	6,600	Non-contract repairs to the PD's vehicles, and car washes $3,400; and professional detailing of cars $200 per vehicle X 8 vehicles = $1,600 x 2 times per year = $3,200
01-421-5054	GASOLINE-OIL	42,965	44,668	60,000	31,847	60,000	Gasoline for police vehicles: 175,000 miles a year; 16,000 gallons X $3.75/gallon = $60,000.
	TOTAL MAINTENANCE	59,170	57,352	100,725	48,528	96,225	
	OTHER EXPENSES:						
01-421-6063	TRNG-DUES-TRAVEL-SUBSC	15,250	10,345	22,000	17,306	22,000	Training/Travel seminar registration fees: $14,000; conference expenses: $3,500; dues and subscriptions: $2,000; leadership training/supervisors: $2,500
01-421-6064	TESTING AND PHYSICAL EXAMS	2,209	2,491	10,000	12,823	10,000	New employee physicals, credit checks, polygraph and psychological screening of police officer candidates: Sergeant promotional assessment process ($6,000)
01-421-6065	PRISONER EXPENSES	7,222	5,435	7,800	3,135	7,800	Blood testing for alcohol/drugs (blood kits, blood draws and screenings), biohazard cleaning and decontamination of cars and building
01-421-6066	SPECIAL INVESTIGATIONS	1,769	1,537	2,800	1,857	2,800	Criminal investigation and forensic expenses
01-421-6068	MISCELLANEOUS EXPENSES	23,406	11,507	15,000	16,644	15,000	Car allowance: Chief $3,000; Commander $3,000; Promotions, retirements, dignitary visits, annual chiefs meeting, plaques, awards, challenge coins $4,000; Employment advertisement $5,000.
01-421-7071	EQUIPMENT	15,696	29,138	10,000	9,194	36,000	Five replacement radio batteries $750; shoulder microphones 6 x $100= $600; Set-Com radio system 2 Units $1700: Motorcycle helmets $800: Digital Voice Recorder $150; Digital Range Finder $200. Laser $4000; Radios 3 x $4200 = $12,600; Card Reader for Interview room $2800; Tasers 7 x $1400 = $9800; Storage shelves $1500; Balistic Shields 2 x $450 = $900; Stormwater testing equipment $200.
	TOTAL OTHER EXPENSES	65,552	60,452	67,600	60,957	93,600	
	TOTAL PUBLIC SAFETY	**2,507,255**	**2,529,088**	**3,040,862**	**2,740,701**	**3,114,402**	

GENERAL FUND
PUBLIC WORKS

The Public Works Department serves the public in a variety of ways. It is responsible for maintenance of City buildings and grounds; street construction, cleaning and maintenance; storm water drainage construction and maintenance of drainage ways on City rights-of-way; acquisition and maintenance of City vehicles and equipment; snow removal; traffic sign installation; and rights-of-way landscape maintenance. The Streets Division is staffed by five permanent employees and it supplements its labor force during summer months with seasonal workers (generally college students who live in the Village). The Public Works Department also oversees the functions of the Parks & Trails Division in Fund 30.

PERSONNEL SUMMARY

City Employees:	2013	2014	2015	2015	2016
Public Works Director	1	1	1	1	1
Crew Chief	1	1	1	1	1
Equipment Operator	4	4	4	4	4
Seasonal Maintenance Worker (pt)	2	2	2	2	2
Project Manager	0	1	1	1	1
Custodian	0	0	1	1	1
Clerk	0.5	0.5	0.5	0.5	0.5
TOTAL	8.5	9.5	10.5	10.5	10.5

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	PERSONNEL SERVICES:						
01-431-1011	PERSONNEL SERVICES	466,375	532,457	617,743	598,908	636,275	3% salary increases plue on-call pay
01-431-1013	SOCIAL SECURITY TAXES	34,678	39,238	49,419	46,645	50,902	
01-431-1018	UNIFORM EXPENSE	3,570	1,603	4,400	4,782	5,400	Work pants ($1,600), shirts ($1,300), coats ($1,000) & boots ($1,500)
01-431-1019	OVERTIME	4,443	5,641	10,000	12,753	14,000	Snow Removal, Special Events,Emergency Work
	TOTAL PERSONNEL SERVICES	509,067	578,939	681,562	663,088	706,577	
	SUPPLIES AND MATERIALS:						
01-431-2021	OFC SUPPLIES-POSTAGE	567	1,100	1,750	1,420	1,900	Miscellaneous office supplies
01-431-2024	SNOW-ICE MATERIALS	29,237	30,994	24,300	24,981	25,000	Plow blades (6@$500); de-icer ($12,000); 6% salt/sand ($5,500), misc ($3,500)
01-431-2025	ROAD MAINT. MATERIALS	29,800	22,491	50,000	56,380	52,000	Class 6 road base ($15,000); asphalt repairs ($26,000); culverts ($3,000); dust/stabilizing materials ($8,000)
01-431-2026	CURB-GUTTER-SIDEWALKS	1,893	-	5,000	3,250	5,000	In-house concrete repair ($4,500); supplies ($500)
01-431-2027	TRAFFIC CONTROL DEVICES	4,199	10,243	8,500	8,377	9,000	New & replacement signage ($3,500); posts & hardware ($3,000); flexible delineator posts ($1,000); traffic cones and barricades ($3,000)
01-431-2028	SPECIAL MATERIALS	3,166	10,251	6,000	10,808	6,000	Miscellaneous materials and equipment needed to perform ROW & street maintenance operations; lumber; miscellaneous hardware; painting supplies; first aid supplies
	TOTAL SUPPLIES AND MATERIALS	68,863	75,080	95,550	105,217	98,900	
	UTILITIES:						
01-431-3032	WATER	648	2,012	2,100	1,204	2,100	Water used from fire hydrants for road work by the City
01-431-3033	COMMUNICATIONS	1,851	3,383	7,050	5,262	7,050	Cell phone service Verizon ($3,800) Radio Repair ($3,250)
01-431-3034	STREET LIGHTING	5,637	6,443	5,000	4,133	5,000	Street light power costs
	TOTAL UTILITIES	8,136	11,838	14,150	10,599	14,150	

	CONTRACTUAL SERVICES:						
01-431-4045	ENGINEERING SERVICES	1,080	17,068	10,000	11,919	12,500	Miscellaneous engineering services
01-431-4048	VEHICLE MAINTENANCE CONTRACT	18,628	28,876	51,500	36,922	50,000	Cost of contract for vehicle preventative maintenance services. Contract is with the City of Engelwood &% increase from Englewood
01-431-4049	OTHER CONTRACTUAL SERVICES	47,017	41,582	65,000	93,568	57,000	($25,000) street line painting; recycled asphalt charges ($2,000); building cleaning ($5,000); trash service ($3,000); mechanical service contract ($7,000); door to door recycling ($15,000)
	TOTAL CONTRACTUAL SERVICES	66,725	87,526	126,500	142,408	119,500	
	MAINTENANCE:						
01-431-5051	BUILDING MAINTENANCE	44,955	32,789	45,000	45,108	45,000	Equipment and materials to maintain Village Center and Public Works facilities (not covered by other building service contracts). Maintenance issues beginning to build up. (Station 38 included, but not Joint Public Safety Facility)
01-431-5052	EQUIPMENT MAINTENANCE	4,174	9,988	8,500	6,298	8,500	Cost to maintain equipment not covered under PM contracts
01-431-5053	VEHICLE MAINTENANCE	5,074	12,269	20,000	11,487	20,000	Cost to maintain vehicles not covered under PM contract. Paint and body work on PW PU trucks
01-431-5054	GASOLINE-OIL	51,477	50868.36	30,000	20,245	35,000	Cost for fueling vehicles
	TOTAL MAINTENANCE	105,680	105,914	103,500	83,138	108,500	
	OTHER EXPENSES:						
01-431-6063	TRNG-DUES-TRAVEL-SUBSC	3,710	15,725	8,000	9,224	9,000	APWA or ICMA National Confrence ($2,500); APWA Memperships($500), Misc training ($6,000),
01-431-6064	TESTING PHYSICALS	1,081	692	1,800	1,798	2,000	Physicals and DOT-random drug tests
01-431-6068	MISCELLANEOUS EXPENSES	7,234	11,354	8,500	11,086	8,500	Car allowance ($3,000); employment advertisements ($3,000), misc. ($2,500)
01-431-7000	PUBLIC ART	10,221	10,268	15,000	12,755	15,000	Used to leverage art donations
01-431-7071	EQUIPMENT	6,659	4,137	5,000	8,943	6,500	Replacement of small tools and equipment (Skid trade-in)
	TOTAL OTHER EXPENSES	28,905	42,176	38,300	43,806	41,000	
	TOTAL PUBLIC WORKS	**787,375**	**901,474**	**1,059,562**	**1,048,256**	**1,088,627**	

GENERAL FUND
COMMUNITY DEVELOPMENT

The Community Development Department is responsible for the enforcement of municipal ordinances relating to the subdivision of land, zoning, flood plain regulations, and building codes. The Department also provides staffing for the Planning and Zoning Commission and Board of Adjustment and Appeals. The Community Development Director and Community Development Clerk provide day-to-day administration and coordination for the Department and oversee contracts for City Engineering and Building Inspection services. This department also includes the Special Projects Coordinator

PERSONNEL SUMMARY

City Employees:	2013	2014	2015	2015	2016
Community Development Director	1	1	1	1	1
Community Development Clerk	1	1	1	1	1
Special Projects Coordinator	0	0	1	1	1
Stormwater Technician	0	0	1	0	0
TOTAL	2	2	4	3	3

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	PERSONNEL SERVICES:						
01-418-1011	PERSONNEL SERVICES	158,746	167,715	243,033	229,179	250,324	3% salary increases
01-418-1013	SOCIAL SECURITY TAXES	12,153	12,596	19,443	18,188	20,026	
01-418-1019	OVERTIME	76	-	-	-	-	
	TOTAL PERSONNEL SERVICES	170,975	180,310	262,476	247,367	270,350	
	SUPPLIES AND MAINTENANCE:						
01-418-2021	OFCE SUPPLIES-POSTAGE	2,912	859	4,500	4,750	4,500	Plotter paper and cartridges, plotter maintenance, and general office supplies
01-418-2022	PRINTING-REPRODUCTION	2,015	2,471	3,200	2,372	3,200	Inspection reports, inspection records, permit cards, business cards, notice of public hearing signs
01-418-2028	SPECIAL MATERIALS	188	225	200	226	250	Courier services for City Attorney Packets and reviews
	TOTAL SUPPLIES AND MAINTENANCE	5,115	3,555	7,900	7,348	7,950	
	CONTRACTUAL SERVICES:						
01-418-3033	TELEPHONE	702	754	1,700	1,103	850	
01-418-4041	GREEN BUILDING REBATES	-	-	20,000	-	20,000	
01-418-4042	CONTRACTED PLAN REVIEW	63,725	87,200	68,600	71,025	70,000	Colorado Code Consulting Plan Review
01-418-4045	ENGINEERING SERVICES	26,035	17,447	30,000	30,377	30,000	Construction Storm Water Permits and Drainage Reports.
01-418-4047	BUILDING INSPECTION	150,943	128,162	150,000	138,970	150,000	Colorado Code Consulting Permit Inspections, General Consulting and Reimbursables
01-418-4049	OTHER CONTRACTUAL SERVICES	-	7,284	50,000	45,439	40,000	Electronic Permitting ($25,000 software development contractor; $5,000 Blue Beam Software); Intern; Abatement Contractors
	TOTAL CONTRACTUAL SERVICES	241,405	240,847	320,300	286,914	310,850	
	OTHER EXPENSES:						
01-418-6063	TRAIN.-DUES-TRAVEL-SUBSC	3,412	3,481	7,300	4,594	4,900	APA/AICP Membership Dues ($600), APA National Conference ($2,500), State APA Conference or Rocky Mountain Land Use Institute Conference ($1,300), other training and publications ($500)
01-418-6068	MISCELLANEOUS EXPENSE	3,093	3,285	4,000	3,510	4,000	Car allowance $3,000; $1,000 miscellaneous
01-418-7071	EQUIPMENT	62	-	1,800	800	1,800	Office Equipment (File Cabinets, Chairs)
	TOTAL OTHER EXPENSES	6,567	6,766	13,100	8,904	10,700	
	TOTAL COMMUNITY DEVELOPMENT	424,062	431,478	603,776	550,533	599,850	

CAPITAL FUND

CHERRY HILLS VILLAGE
2016 BUDGET WORKSHEET

The Capital Fund was established in 2011 to seperately track and fund the costs of capital assets for the City. A capital asset is defined as any public facility, piece of equipment or vehicle that costs in excess of $5,000 and has a useful life greater than one year. Items such as police cars, public works vehicles, parks and recreation equipment, major streets and storm drainage improvements, and building improvements are included in this fund.

ACCOUNT	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	BEGINNING FUNDS AVAILABLE	6,659,093	6,025,488	5,720,294	6,799,886	7,326,901	
	REVENUES:						
02-310-3111	CURRENT PROPERTY TAXES	279,598	270,233	292,295	269,045	339,384	1 mill transferred from the Parks and Recreation Fund
02-310-3121	SPECIFIC OWNERSHIP TAX	276,116	101,740	-	1,211	10,000	County collected. Basically property tax charged on the type of vehicle. The year and taxable value determine these fees. Taxable value is determined by taking 85% of the suggested retail price (MSRP).
02-360-3680	OTHER REVENUES	1,579	1,961	-	2,719	2,500	Interest
	TOTAL REVENUE	557,293	373,933	292,295	272,975	351,884	
	EXPENDITURES:						
02-441-1101	VILLAGE CTR IMPROVEMENTS	452,510	19,374	50,000	21,370	1,260,000	Public Works Design/Construction and Village Center Design ($120,000 PW Design)($1,000,000 PW Construction 30%)($140,000 Village Center Design)
02-441-1102	EQUIPMENT-COMPUTER	-	-	-	-	22,952	New server for phones, Caselle, email, police video and CopLink
02-441-1103	EQUIPMENT-ADMIN	6,042	-	-	-	-	
02-441-2103	EQUIPMENT-POLICE	12,081	32,014	52,400	52,079	94,350	New World (Electronic Discovery Interface System) $21,000. Body Camera Sytem outfitting 22 officers $43,500. Data 911 Server $20,000. Acoustic panels $9,850.
02-441-2104	VEHICLES-POLICE	81,923	141,012	181,200	179,993	162,600	Two Ford Interceptor SUV's @ $31,800 = $63,600. Equipping each vehicle with emergency lights, siren, radio, Data911 video camera, mobile data computer, radar units = $53,000; Paint and graphics $4,800.One Ford Escape Code Vehicle $30,500. Graphics, radio and light bar $10,700.
02-441-2107	MOTORCYCLE PROGRAM	-	-		-	52,900	Two Honda Police Motorcycles $21,500 x 2= $23,000. Equipping each with emergency lights, siren and graphics $4,950 per unit = $9,900
02-441-3101	STREET IMPROV. PROGRAM	207,958	351,033	400,000	399,762	500,000	Staff to determine streets based on long term replacement plan and needs. Chip Seal and ashphalt $50,000 slurry seal Clarkson
02-441-3102	EQUIPMENT-PUBLIC WORKS	13,423	-	225,000	225,000	45,000	Asphalt Roller
02-441-3104	VEHICLES-PUBLIC WORKS	143,228	990	30,000	28,929	-	
02-441-3106	STORM SEWERS	-	-	50,000	50,800	50,000	Storm Sewer mapping and repair
02-441-3109	TRAFFIC CALMING MEASURES	-	-	75,000	75,650	10,000	City Wide Traffic Plan Update
02-441-3110	CRACK SEAL	4,800	11,370	27,000	22,288	25,000	Yearly street improvement project
02-441-3111	CURB AND GUTTER	52,035	67,693	40,000	39,489	135,000	Crosspan on Quincy at University (westside) $85,000 Curb and Gutter $50,000
02-441-3112	RIGHTS-OF-WAY IMPROVEMENTS	-	-	250,000	250,000	176,000	Drainage Improvments at Clarkson and Belleview joint project with Greenwood ($76,000) Glenmoor Light ($100,000) Belleview Islands.
02-441-3113	UNDERGROUNDING UTILITIES	-		-	-	-	
02-441-4000	LAND PURCHASE	138,977	13,900	1,500,000	7,481	1,500,000	TBD
02-441-1000	TRAIL IMPROVEMENTS	-	252	140,000	100,000	325,000	Bank Stabilization/Tuffs Bridge/Woodie Hollow $150,000; Hampden Underpass $175,000
02-441-1000-05	SIGNS		-		-		
02-441-1101	JOHN MEADE PARK MASTER PLAN				-	-	In Arapahoe County Open Space Fund
02-441-3103	EQUIPMENT PARKS	52,368	27,842	95,000	91,065	20,000	Mower Replacement
02-441-3105	VEHICLES PARKS	-	-	30,000	30,000	40,000	2 New Dump Beds $30,000, paint $10,000
02-441-3107	LANDSCAPING	-		-	-	-	
02-441-3108	BUILDINGS	25,553	-	25,000	-	25,000	
	TOTAL CAPITAL EXPENDITURES	1,190,898	665,479	3,170,600	1,573,905	4,443,802	
	ADD/(SUBTRACT) OPERATING DIFFERENCE	(633,605)	(291,546)	(2,878,305)	(1,300,930)	(4,091,918)	
	TRANSFER OUT		(20,000)	0	0	0	SID#7 Reserve Funds
	TRANSFER IN		1,065,944	1,893,047	1,827,945	0	General Fund Surplus above Fund Balance Requirement
	ENDING FUNDS AVAILABLE	6,025,488	6,799,886	4,735,036	7,326,901	3,234,983	

CONSERVATION TRUST FUND 07

CHERRY HILLS VILLAGE
2016 BUDGET WORKSHEET

The Colorado State Legislature requires the establishment of this fund if a local government desires to receive state allocations for the acquisition, development, and maintenance of park and open space properties. The Colorado Lottery is the primary revenue source of this fund.

	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2016 BUDGET	NOTES/EXPLANATIONS:
	REVENUES:					
07-330-3358	COLORADO LOTTERY	65,851	59,591	50,000	60,000	Per Capita Share x 6229 (Non-Districted Population); numbers from the CO Department of Local Affairs
07-360-3611	INTEREST ON INVESTMENT	218	193	200	266	
07-360-3680	OTHER REVENUES	0	0	0	0	
	TOTAL REVENUES	66,068	59,784	50,200	60,266	
	EXPENDITURES:					
07-450-4521	TRAIL IMPROVEMENTS	1,241	318	35,000	248,500	Misc bridal/asphalt trail restoration ($20,000) ,Overseeding of City Parks and Trails ($5,500), Split Rail Fence ($5,000), Trail development on First Church Property ($218,000)
07-450-4522	VILLAGE CENTER POND DREDGING	0	0	0	0	
07-450-4523	CHERRY HILLS ANNEX PARK	0	0	0	0	
07-450-4524	TRAIL LANDSCAPE PROGRAM	0	0	0	0	
07-450-4528	PARK PURCHASES	0	0	0	0	
07-450-6070	CONTINGENCIES	0	0	0	0	
	TOTAL EXPENDITURES	1,241	318	35,000	248,500	
	INCREASE TO RESERVES	64,827	59,466	15,200	(188,234)	
	BALANCE IN RESERVES	598,229	657,883	673,371	484,835	
	EMERGENCY RESERVES	1,982	1,794	1,506	1,808	

CATHERINE H. ANDERSON LAND DONATION FUND

CHERRY HILLS VILLAGE

2016 BUDGET WORKSHEET

In 2009 the City Council approved Resolution 4, Series 2009 that renamed Fund 8 the Catherine H. Anderson Land Donation Fund. The money in this fund is primarily intended 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 other park-related purposes from time-to-time. The primary purpose of this fund is for the acquisition of open space, parks and trails. This fund was originally established by the Subdivision Regulations of the City and will continue to derive revenue from fees paid by subdividers of property at the time a subdivision plat is approved. The fund also receives cash-in-lieu dedications associated with subdivision applications and any other monetary donations received by the City, including recreation reimbursements or charitable donations.

	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2016 BUDGET	NOTES/EXPLANATIONS:
	REVENUES:					
08-320-3219	CASH IN LIEU OF LAND DONATIONS	0	0	0	0	
08-320-3220	DEVELOPMENT FEES	0	0	0	0	
08-320-3221	REC REIMBURSEMENT DONATIONS	3,960	4,254	1,000	1,000	
08-360-3611	INTEREST ON INVESTMENT	1,057	935	1,000	1,000	
08-360-3680	OTHER REVENUES	3,577	3,065	4,000	4,000	Movie night, Holiday Tree lighting event, Exotic Car Show, Tree Program
08-360-3681	EXCISE TAX	0	237,125	0	0	2014 Excise tax from BMW golf tournament received above money budgeted in the General Fund
08-360-3710	TRANSFER IN	0	0	0	0	
	TOTAL REVENUES	8,594	245,379	6,000	6,000	
	EXPENDITURES:					
08-450-9093	THREE POND PARK WATER	0	619	620	620	
08-450-9094	ENTRY FEATURE IMPROVEMENTS	0	0	0	0	
08-450-9095	PARKS & TRAIL IMPROVEMENTS	0	0	0	0	
08-450-9098	BELLEVIEW LANDSCAPE IRRIGATION	0	0	0	0	
08-450-6068	MISCELLANEOUS	0	0	5,000	5,000	Quincy Farm Committee
08-450-6070	CONTINGENCIES	0	0	0	0	
08-470-7080	TRANSFERS OUT	0	0	0	0	
	TOTAL EXPENDITURES	-	619	5,620	5,620	
	INCREASE/(DECREASE) TO RESERVES	8,594	244,760	380	380	
	BALANCE IN RESERVES	403,752	641,409	648,970	649,350	
	EMERGENCY RESERVES	258	7,361	180	180	

SID #7 BOND FUND

CHERRY HILLS VILLAGE
2016 BUDGET WORKSHEET

This fund has been established for collecting assessments and paying debt service on the bonds that finance the construction of a new water improvement system for the Cherry Hills Village residents of subdivisions Charlou Park addition and Charlou Park second addition. With the completion and acceptance of this construction project, Denver Water will extend its full service agreement to these 48 properties. The assessment is for 20 years and the first year of collection by Arapahoe County, the collecting agent will begin in 2001. Final payment is due December 15, 2020. Bonds were refinanced in 2012 to reduce interest rate from 7.0% to 3.10%

	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2016 BUDGET	NOTES/EXPLANATIONS:
	REVENUES:					
13-360-3611	INTEREST INCOME	36	43	50	50	
13-360-3612	INTEREST ON ASSESSMENTS	40,253	15,773	13,330	11,284	
13-360-3630	ASSESSMENT REVENUE	71,105	71,278	66,371	68,417	
	TOTAL REVENUE	111,394	87,094	79,751	79,751	
	REDUCTION OF RESERVES	-	-	12,197	11,046	
	TOTAL FUNDS AVAILABLE	111,394	87,094	91,948	90,797	
	EXPENDITURES:					
13-470-4041	COUNTY TREASURER FEES	1,114	871	797	797	1% of interest+assessment revenue
13-470-7072	INTEREST EXPENSE	14,762	12,360	11,151	10,000	
13-470-7073	BOND PRINCIPAL PAYMENT	75,000	70,000	80,000	80,000	
	TOTAL EXPENDITURES	90,876	83,231	91,948	90,797	
	ADDITIONAL RESERVE FUNDS	20,000				Transferred from the Capital Fund
	INCREASE TO RESERVES	20,518	3,863	-	-	
	BALANCE IN RESERVES	38,785	43,377	31,400	20,354	
	EMERGENCY RESERVES	3,342	2,613	2,393	2,393	

ARAPAHOE COUNTY OPEN SPACE FUND 14

CHERRY HILLS VILLAGE

2016 BUDGET WORKSHEET

This fund was created to account for sales tax revenues generated from the Arapahoe County Open Space ballot measure (resolution no. 030381). The City receives a shareback of the tax revenues collected. These funds may be used to acquire real estate, easements, and water rights and to improve, restore and protect open space. The funds may also be used to manage, patrol and maintain open space lands including construction costs, equipment and improvements. The funds also allow for environmental education programs.

	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2016 BUDGET	NOTES/EXPLANATIONS:
	REVENUES:					
14-320-3200	OPEN SPACE SHAREBACK	124,886	129,570	125,000	130,000	
14-320-3220	SALES TAX COLLECTION FEE	2,343	3,064	2,000	2,000	5% of all open space tax collected by the City
14-360-3611	INTEREST ON INVESTMENTS	1,386	1,476	1,200	1,400	
14-360-3680	OTHER REVENUES	17,394	135,870	0	0	
14-360-3800	TRANSFERS IN	0	0	0	0	
	TOTAL REVENUES	146,009	269,981	128,200	133,400	
	EXPENDITURES:					
14-450-9091	TRAIL IMPROVEMENTS	45,139	15,902	70,000	90,000	Concrete repair on City paved or concrete trails/sidewalks ($15,000), Bank Stabalization along Little Dry Creek ($50,000) High Line Trail resurface ($25,000)
14-450-9092	PARK IMPROVEMENTS	0	12,004	10,000	510,000	($10,000) Parks and Open Space Improvements, ($50,000) Parks and Opens Space Master Plan Consultant costs , ($200,000) John Meade design and engineering, ($250,000) John Meade construction
14-450-9093	OTHER EXPENDITURES	38,089	145,746	50,000	0	
	TOTAL EXPENDITURES	83,228	173,652	130,000	600,000	
	INCREASE TO RESERVES	62,781	96,329	(1,800)	(466,600)	
	BALANCE IN RESERVES	569,915	662,525	664,978	198,222	
	EMERGENCY RESERVES	4,380	8,099	3,846	4,002	

WATER AND SEWER FUND 20

CHERRY HILLS VILLAGE

2016 BUDGET WORKSHEET

The City is currently involved in a program to incorporate the water and sewer districts located within the City boundaries into the municipal government. With this ongoing action, the City desires to account separately for the funds allocated to the project and its associated utility function. For this reason, the Water and Sewer Fund was created to account for all revenues and expenses associated with the consolidation and operation of water and sewer utilities coming under the auspices of the City of Cherry Hills Village.

	DESCRIPTION	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2016 BUDGET	NOTES/EXPLANATIONS:
	BEGINNING FUNDS AVAILABLE	871,312	927,865	887,481	593,559	
	REVENUES:					
20-320-3220	TAP FEES	56,700	29,000	0	0	
20-320-3226	SEWER ADMINISTRATION FEES	25,920	2,328	2,328	2,328	$12/yr to those with Englewood total service agreements (162 homes) and Cherry Hills Country Club(32 tap equivalancies)
20-320-3228	SEWER REPAIR & MAINTENANCE	9,287	31,440	56,700	74,496	$384/yr for repairs and maintenance to those with Englewood agreements. (162 homes), Cherry Hills Country Club(32 taps), Greenwood Village, Country Homes and Cherryvale
20-360-3611	INTEREST INCOME	843	844	800	800	
20-360-3680	OTHER REVENUES	11,000	25	-	0	
	TOTAL REVENUE	103,749	63,637	59,828	77,624	
	EXPENDITURES:					
20-461-4042	LEGAL COUNSEL	3,452	1,287	1,000	1,000	Collins Cockrel and Cole
20-461-4049	OTHER CONTRACTUAL SERVICES	0	0	25,000	30,000	Engineering and Oversight
20-461-5052	SEWER REPAIRS AND MAINTENANCE	8,228	70,207	300,000	500,000	Needed repairs to sewer lines discovered in engineering analysis.
20-461-6063	TRAINING, DUES & SUB	913	854	1,000	1,000	Technical Advisory Committee Membership
20-461-6068	MISCELLANEOUS EXPENSES	7,757	3,750	-	0	
20-461-7050	DEPRECIATION	23,612	23,612	26,750	0	
	TOTAL EXPENDITURES	43,962	99,710	353,750	532,000	
	INCREASE TO RESERVES	59,787	(36,073)	(293,922)	(454,376)	
	BALANCE IN RESERVES	924,753	885,572	591,764	136,854	
	EMERGENCY RESERVES	3,112	1,909	1,795	2,329	

PARKS AND RECREATION FUND 30

CHERRY HILLS VILLAGE

2016 BUDGET WORKSHEET

The Parks and Recreation fund was established for the purpose of accounting for costs related to exclusion by the City from the South Suburban Park and Recreation District and to establish certain park and recreation functions within the City of Cherry Hills Village.

PERSONNEL SUMMARY

City Employees:	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET
Park and Trail Administrator	1	1	1	1	1
Parks Worker II	3	3	3	3	4
Crew leader	1	1	1	1	1
Clerk	0.5	0.5	0.5	0.5	0.5
Seasonal	6	6	6	6	6
Total	11.5	11.5	11.5	11.5	12.5

		2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET	NOTES/EXPLANATIONS:
	BEGINNING FUNDS AVAILABLE	998,467	929,242	970,185	957,487	2,299,604	
	REVENUES:						
	ASSESSED VALUE	301,972,720	290,292,390	292,295,294	292,295,294	339,384,776	
	Mill Levy	6.422	6.422	6.422	6.422	6.422	7.422 less 1 Mill moved to Capital Fund
	Debt service mill levy (abated)	1.418	1.348	1.362	1.362	1.165	Debt incurred prior to the exclusion that is due to South Suburban. Last payment due in 2019
	Applied mill levy	5.004	5.074	5.060	5.060	5.257	
30-310-3111	CURRENT PROPERTY TAXES	1,517,820	1,466,977	1,479,014	1,479,014	1,784,146	
30-310-3121	SPECIFIC OWNERSHIP TAX	0	177,750	0	-	0	
30-360-3611	INTEREST INCOME	8,781	4,761	5,000	4,720	5,000	
30-360-3680	OTHER REVENUES	0	0	1,542,491	1,542,491	0	2005 loan from the General Fund moved from Balance Sheet (asset) to Income Statement (Revenue)
	TOTAL REVENUE	1,526,601	1,649,488	3,026,505	3,026,225	1,789,146	
	EXPENDITURES:						
	PERSONNEL SERVICES						
30-432-1011	PERSONNEL SERVICES	314,426	322,262	355,000	360,436	420,282	3% Increases and on call pay (staff is requesting 1 new fulltime maintenance employee).
30-432-1013	SOCIAL SECURITY TAXES	24,533	24,888	28,400	28,050	33,623	
30-432-1014	RETIREMENT 401 MANAGEMENT	4,323	4,456	4,500	4,595	4,600	
30-432-1015	RETIREMENT 457	6,974	7,593	8,000	7,967	8,000	
30-432-1016	HEALTH-LIFE-DENTAL INSURANCE	48,512	53,395	58,860	65,281	58,000	
30-432-1018	UNIFORMS	1,921	2,331	2,500	2,479	3,500	Boots (5 pair), pants (4 pair per employee); coats (1 per employee) and shirts for 4 fulltime people and shirts for seasonal workers, misc uniform expense
30-432-1019	OVERTIME	3,442	1,507	2,500	4,852	5,000	Snow removal and misc special events
	TOTAL PERSONNEL SERVICES	404,131	416,432	459,760	473,661	533,004	
	SUPPLIES AND MATERIALS:						
30-432-2021	OFFICE SUPPLIES/PRINTING	555	172	1,000	1,013	1,200	Office supplies and mailings (Certified letters to residents, copying for grant packets, general administrative office supplies)
30-432-2023	PLANT SUPPLIES	2,325	2,242	2,500	1,646	3,500	Park and entryway flowers and supplies (Village Center flower beds, Volunteer Park bed, Holly and Quincy flower beds) ($2,500), Misc Fertalizers for imprved and open space parks ($1,000)
30-432-2025	GENERAL INFRASTRUCTURE MAINT	16,140	17,324	15,500	17,405	15,500	($1,500) misc repairs to City shelters (wood, paint and other materials needed), Repair to City walks and trails ($3,000), fence repair ($4,000), trash bags ($1,000), pet pick ups ($3,000), weed control materials for Parks and Open Space ($2,000), City backflow yearly testing ($1,000).
30-432-2026	SNOW AND ICE MELT	64	184	1,000	1,000	1,000	For hard surface trail trouble spots
30-432-2027	PARK SIGNAGE	434	430	1,000	1,010	1,000	Repair and replacement of park and trail signage
30-432-2028	SPECIAL MATERIALS	3,718	4,559	3,500	3,523	7,050	Yearly Soil Sample testing costs ($350), Misc Herbacide for Parks and Open Space ($1,000), Lumber, paint, hardware and anything not anticipated ($2,500), Yearly Gohper and Vole removal contract for misc Parks and Open Space ($3,200)
	TOTAL SUPPLIES AND MATERIALS	23,237	24,910	24,500	25,597	29,250	

30-432-3032	WATER	23,847	17,532	30,000	23,629	30,000	Cost of water for irrigation of all parks and trails and watering of trees in winter months. Increase in water costs. ($5,000) CHV East Water District.
30-432-3033	COMMUNICATIONS	3,140	2,181	3,200	2,065	3,200	Verizon Wireless phones for Parks employees
	TOTAL UTILITIES	26,987	19,712	33,200	25,693	33,200	
	CONTRACTUAL SERVICES:						
30-432-4041	COUNTY TREASURER FEES	15,178	14,670	14,790	14,790	17,841	1% of Property Tax revenues
30-432-4043	LEGAL/SURVEYING	1,728	1,800	4,000	4,000	4,000	($1,000) Document and easement review; ($3,000) surveying
30-432-4047	FORESTRY/ROW TREE MAINT.	24,660	33,986	30,000	23,631	28,000	Tree planting in City parks and Open space ($5,000), Yearly Tree Fertalizing and insecticide materials and misc equipment ($2,000), Tree Maintenance, additional watering and removals in City parks and Open space ($8,000); spraying contract with City Tree Care Provider ($10,000), hazardous tree pruning along the High Line Canal ($3,000),
30-432-4048	VEHICLE MAINTENANCE CONTRACT	12,758	7,826	18,200	14,145	16,000	Cost of PM program provided by the City of Englewood
30-432-4046	ENGINEERING	1,989	5,759	14,000	8,445	14,000	For new and existing structures and projects
30-432-4049	OTHER CONTRACTUAL SERVICES	73	0	4,350	4,000	8,150	($2,350) Trash services; ($2,000) West Nile mosquito spraying and materials, S&B Portable Restroom Cleanings "Three Pond Park" ($3,800)
	TOTAL CONTRACTUAL SERVICE	56,386	64,040	85,340	69,010	87,991	
	MAINTENANCE:						
30-432-5052	EQUIPMENT MAINTENANCE	1,963	3,404	6,000	6,000	6,000	($3,000) small equipment repair; ($3,000) for skidsteer trade in
30-432-5053	VEHICLE MAINTENANCE	3,749	2,288	4,500	4,553	4,500	Cost to maintain vehicles above and beyond the scope of the PM contract with the City of Englewood. ($1,000) for sweeper parts.
30-432-5054	GASOLINE-OIL	19,840	22,229	25,000	17,064	20,000	Cost for fueling vehicles
30-432-5055	GROUNDS MAINTENANCE/IMPROVED	28,054	19,610	20,000	18,652	20,000	Entry features & Improved park repair and/or maintenance, irrigation system upgrades ($15,000), Misc plantings and or removals within entry features and improved parks ($2,500), new stone benches with plaques to replace broken or worn out benches throughout the City ($2,000).
	TOTAL MAINTENANCE	53,606	47,530	55,500	46,269	50,500	
	OTHER EXPENSES						
30-432-6063	TRAIN-DUES-TRAVEL-SUB	5,820	5,056	5,200	5,106	7,200	CPRA Dues ($600), CPRA Annual Conference ($1,500), Pro Green ($1,000), Team Building ($600), ISA Arborist Certification ($300), Rocky Mountain Turfgrass Conference ($600), Additional training ($2,600)
30-432-6064	TESTING-PHYSICALS	93	55	500	510	500	Drug testing and yearly physicals, full-time and seasonal employees
30-432-6067	SPECIAL EVENTS	9,150	14,244	15,000	13,236	15,000	Movie Night (August - $4,000), Car Show (September - $4,000), Annual Holiday Lighting event (December - $4,000), Additional misc costs ($3,000).
30-432-6068	MISC EXPENSE	4,273	3,507	5,000	4,664	5,000	Includes hiring costs and $2,400 auto allowance.
30-432-6069	RECREATION REIMBURSEMENT	233,024	236,907	225,000	226,095	240,000	Money paid to the residents for qualifing recreation activities, up to $500/household.
30-432-7071	EQUIPMENT	6,693	15,226	15,800	15,716	7,500	Shovels, rakes, truck generators and small power tools for park maintenance, Utility Trailer ($2,500)
30-432-7075	ADMINISTRATIVE SERVICES	25,000	25,000	25,000	25,000	25,000	Property casualty, sewer, electric, janitorial, phone, audit, workers comp
	TOTAL OTHER EXPENSES	284,053	299,994	291,500	290,328	300,200	
	ASSET PAYMENT EXPENSES						
30-432-7072	INTEREST EXPENSE	12,642	12,895	18,925	18,925	19,000	2 year Treasury Note for interest payment at .51%, last payment due in 2019
30-432-7073	PRINCIPAL EXPENSE	734,784	735,730	734,625	734,625	736,000	Last payment due in 2019
	TOTAL PAYMENT EXPENSES	747,426	748,625	753,550	753,550	755,000	
	TOTAL OPERATING EXPENSES	1,595,826	1,621,244	1,703,350	1,684,107	1,789,145	
	ADD/(SUBTRACT) OPERATING DIFFERENCE	(69,225)	28,244	1,323,155	1,342,118	0	
	TRANSFER TO CAPITAL FUND			0		0	
	ENDING FUNDS AVAILABLE	929,242	957,487	2,293,340	2,299,604	2,299,604	

[redacted]

Financing Report

By: Karen Proctor, Alex Brown,
and Earl Hoellen

EXHIBIT B

Statement of Objective

This financial analysis was directed at testing the City's capability to undertake a menu of capital improvements prioritized by the City Council. The projects were identified by Council and are implemented over a period of years. Preliminary estimates of cost were used in the analysis and will change as more accurate cost information is developed. No tax increases or additional revenue sources were incorporated into the analysis. Continuation of the current level of services was assumed as part of the evaluation.

Capital Projects

Project	Cost	Time Frame
Public Works Facility	$4 - $7.5 million	Complete by 2018
Village Center	$4 - $4.5 million	Complete by 2018
John Meade Park	$2 - $3.76 million	Over 3 years
Quincy Farms	$1 million	Over 3 years
High Line Trail Underpass	$500,000	Over 3 years
Open Space	$5 million	Open
Ongoing Capital Needs (vehicles, equipment, streets, etc.)	Approximately $1.2 million	Annual

Assumptions Used

- John Meade Park, Quincy Farms and High Line Underpass to be paid for out of the Conservation Trust Fund, the Cat Anderson Fund and the Arapahoe County Open Space Fund
- $5 million cash reserved in the Capital Fund for possible Open Space acquisition
- General Parks and Trail improvements, currently paid for out of the Conservation Trust Fund and Arapahoe County Open Space Fund, will be paid from the Parks Fund beginning in 2020 (approximately $130,000)
- In 2020 after final SS payment, a portion of the Mill Levy from the Parks Fund will be transferred to the Capital Fund (approximately $620,000)
- $12.5 million in COP proceeds in 2017 to finance the Public Works Facility and the Village Center
- COP payments of approximately $930,000 paid annually from the General Fund and Parks Fund
- A 16% increase in property tax revenue in 2016 and a 5% increase beginning in 2018 and annually thereafter
- 1% annual increase in all other revenues
- 7% increase in expenditures in 2016, 1-2% each year thereafter

Key Variables in the Plan

- Cost and timing of the new Public Works and Village Center facilities
- John Meade Park capital budget
- Assessed value, operating costs, inflation rate
- Timing, timing, timing

Financial Policy Assumptions to be Confirmed or Revised

- Transfer a portion of the South Suburban mill levy to Capital Fund after 2019
- Funds in the Cat Anderson, Conservation Trust and Arapahoe County Open Space Funds used for Parks and Recreation projects
- $5 million cash reserved for open space, borrow for facilities
- Reduce fund balance level for General Fund to 25% from 50% of operating costs
- COP payments split between General Fund and Parks Fund

Anticipated Capital Expenditures

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Capital Fund															
Streets	846,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000	570,000
Equipment	182,302	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Public Works Facility	1,120,000	5,380,000	1,000,000	-	-	-	-								
Village Center	140,000	3,610,000	750,000	-	-	-	-								
Vehicles	255,500	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000
Storm Sewers	50,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Reserve for Open Space	1,500,000	3,500,000	-	-	-	-	-								
Other	25,000														
Trail Improvements	325,000														
TOTAL	**4,443,802**	**13,545,000**	**2,805,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**	**1,055,000**
Conservation Trust Fund															
Meade Park	-	1,240,000	-	-	-	-	-								
Quincy Farm	-	-	-	-	125,000	-	-								
High Line Trail Underpass	218,000	100,000	300,000	-	-	-	-								
General Parks	30,500	30,000	30,000	30,000											
TOTAL	**248,500**	**1,370,000**	**330,000**	**30,000**	**125,000**	-	-	-	-	-	-	-	-	-	-
Catherine H. Anderson Land Donation Fund															
Quincy Farm	5,000	200,000	200,000	200,000	75,000	-	-								
High Line Trail Underpass	-	-	-	-	-	-	-								
General Parks	620	620	620	620	620	620	620	620	620	620	620	620	620	620	620
TOTAL	**5,620**	**200,620**	**200,620**	**200,620**	**75,620**	**620**	**620**	**620**	**620**	**620**	**620**	**620**	**620**	**620**	**620**
Arapahoe County Open Space Fund															
Meade Park	450,000	1,235,000	760,000	-	-										
Quincy Farm	-	-	-	-	-	200,000									
General Parks	150,000	100,000	100,000	100,000											
TOTAL	**600,000**	**1,335,000**	**860,000**	**100,000**	-	**200,000**	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 5,297,922**	**$ 16,450,620**	**$ 4,195,620**	**$ 1,385,620**	**$ 1,255,620**	**$ 1,255,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**	**$ 1,055,620**

Forecasted Fund Balance

(with change in Fund Balance Policy and transfer of SS payment funds)

Capital Fund	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Beginning Fund Balance	7,329,652	4,966,095	4,262,477	1,802,273	1,092,069	1,001,865	911,661	821,457	731,253	641,049	550,845	460,641	370,437	280,233	190,029
General Fund transfer	1,728,361	-	-	-	-	-	-								
Annual Tax revenue	351,884	341,382	344,796	344,796	344,796	344,796	344,796	344,796	344,796	344,796	344,796	344,796	344,796	344,796	344,796
Annual SS Asset Payment					620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000
Bond proceeds	-	12,500,000	-	-	-	-	-								
Annual Expenditures	4,443,802	13,545,000	2,805,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000	1,055,000
Ending Fund Balance	4,966,095	4,262,477	1,802,273	1,092,069	1,001,865	911,661	821,457	731,253	641,049	550,845	460,641	370,437	280,233	190,029	99,825
Conservation Trust Fund															
Beginning Fund Balance	749,258	561,024	(748,976)	(1,018,976)	(988,976)	(1,053,976)	(993,976)	(933,976)	(873,976)	(813,976)	(753,976)	(693,976)	(633,976)	(573,976)	(513,976)
Annual revenue	60,266	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Annual Expenditures	248,500	1,370,000	330,000	30,000	125,000	-	-	-	-	-	-	-	-	-	-
Ending Fund Balance	561,024	(748,976)	(1,018,976)	(988,976)	(1,053,976)	(993,976)	(933,976)	(873,976)	(813,976)	(753,976)	(693,976)	(633,976)	(573,976)	(513,976)	(453,976)
Catherine H. Anderson Land Donation Fund															
Beginning Fund Balance	649,979	650,359	455,739	262,119	68,499	(121)	6,259	12,639	19,019	25,399	31,779	38,159	44,539	50,919	57,299
Annual revenue	6,000	6,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Annual Expenditures	5,620	200,620	200,620	200,620	75,620	620	620	620	620	620	620	620	620	620	620
Ending Fund Balance	650,359	455,739	262,119	68,499	(121)	6,259	12,639	19,019	25,399	31,779	38,159	44,539	50,919	57,299	63,679
Arapahoe County Open Space Fund															
Beginning Fund Balance	651,339	184,739	(1,020,261)	(1,750,261)	(1,720,261)	(1,590,261)	(1,660,261)	(1,530,261)	(1,400,261)	(1,270,261)	(1,140,261)	(1,010,261)	(880,261)	(750,261)	(620.261)
Annual revenue	133,400	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Annual Expenditures	600,000	1,335,000	860,000	100,000	-	200,000	-	-	-	-	-	-	-	-	-
Ending Fund Balance	184,739	(1,020,261)	(1,750,261)	(1,720,261)	(1,590,261)	(1,660,261)	(1,530,261)	(1,400,261)	(1,270,261)	(1,140,261)	(1,010,261)	(880,261)	(750,261)	(620,261)	(490,261)

General Fund

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Assessed Value	$339,384,776	$339,384,776	$356,354,015	$356,354,015	$374,171,716	$374,171,716	$392,880,301	$392,880,301	$412,524,316	$412,524,316	$433,150,532	$433,150,532	$454,808,059	$454,808,059	$477,548,462
Mills	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
REVENUE															
TOTAL OPERATING REVENUE	6,913,443	6,987,608	7,187,090	7,264,168	7,472,820	7,552,940	7,771,205	7,854,503	8,082,843	8,169,460	8,408,362	8,498,447	8,748,422	8,842,130	9,103,715
EXPENDITURES															
TOTAL OPERATING EXPENDITURES	6,913,443	6,982,577	7,052,403	7,122,927	7,194,157	7,266,098	7,338,759	7,412,147	7,486,268	7,561,131	7,636,742	7,713,110	7,760,241	7,868,143	7,946,824
Annual COP Payment	-		134,686	141,241	278,664	286,842	432,446	442,356	596,575	608,329	771,620	785,337	932,200	932,000	930,800
TOTAL EXPENDITURES	6,913,443	6,982,577	7,187,089	7,264,168	7,472,821	7,552,940	7,771,205	7,854,503	8,082,843	8,168,460	8,408,362	8,498,447	8,722,441	8,800,143	8,877,624
OPERATING GAIN/(LOSS)		5,031											25,982	41,987	226,091
Transfer to Capital Fund	1,728,361	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BEGINNING FUND BALANCE	3,456,722	1,728,361	1,733,392	1,733,392	1,733,392	1,733,391	1,733,391	1,733,391	1,733,391	1,733,391	1,733,391	1,733,391	1,733,391	1,759,373	1,801,360
ADD/(SUBTRACT) OPERATING DIFFERENCE		5,031											25,982	41,987	226,091
LESS: EXTRAORDINARY EXPENSES	1,728,361	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENDING FUND BALANCE	1,728,361	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,733,392	1,759,373	1,801,360	2,027,451
EMERGENCY RESERVE	207,403	209,477	211,572	213,688	215,825	217,983	220,163	222,364	224,588	226,834	229,102	231,393	233,707	236,044	238,405
AVAILABLE FUND BALANCE	1,520,958	1,523,914	1,521,820	1,519,704	1,517,567	1,515,409	1,513,229	1,511,027	1,508,803	1,506,557	1,504,289	1,501,998	1,525,666	1,565,316	1,789,046

Parks and Rec Fund

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
BEGINNING FUNDS AVAILABLE	2,299,604	2,299,604	2,216,912	1,406,620	583,410	488,398	380,225	516,866	642,879	1,029,115	1,407,335	2,056,910	2,701,368	3,608,295	4,492,088
ASSESSED VALUE	$339,384,776	$339,384,776	$356,354,015	$356,354,015	$374,171,716	$374,171,716	$392,880,301	$392,880,301	$412,524,316	$412,524,316	$433,150,532	$433,150,532	$454,808,059	$454,808,059	$477,548,462
Mill Levy	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422
Debt service mill levy (abated)	1.165	1.362	1.362	1.362	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Applied mill levy	5.257	5.060	5.060	5.060	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422	6.422
CURRENT PROPERTY TAXES	1,784,146	1,717287	1,803,151	1,803,151	2,402,931	2,402,931	2,523,077	2,523,077	2,649,231	2,649,231	2,781,693	2,781,693	2,920,777	2,920,777	3,066,816
TOTAL REVENUE	1,789,146	1,722,337	1,808,252	1,808,303	2,408,134	2,408,186	2,528,385	2,528,438	2,654,645	2,654,700	2,787,216	2,787,271	2,926,411	2,926,468	3,072,564
EXPENDITURES:															
TOTAL OPERATING EXPENSES	1,789,146	1,805,029	2,618,543	2,631,513	1,883,145	1,896,359	1,771,743	1,782,425	1,648,410	1,656,479	1,517,641	1,522,513	1,399,485	1,422,675	1,446,328
ADD/(SUBTRACT) OPERATING DIFFERENCE		(82,692)	(810,292)	(823,210)	524,989	511,826	756,642	746,031	1,006,236	998,220	1,269,575	1,264,458	1,526,927	1,503,793	1,626,236
TRANSFER TO CAPITAL FUND					620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000	620,000
ENDING FUNDS AVAILABLE	2,299,604	2,216,912	1,406,620	583,410	488,398	380,225	516,866	642,879	1,029,115	1,407,335	2,056,910	2,701,368	3,608,295	4,492,088	5,498,324

Conclusions Reached

Pay Cash For:

Open Space

John Meade Park

Quincy Farm

High Line Underpass

Ongoing Capital Expenses

IT CAN BE DONE!

Positive cumulative fund balances remaining after completion of COP payments

$12.5 million COP to finance Public Works and the Village Center

Next Steps

1) Adjust the plan assumptions as decided by City Council
2) Update project cost estimates as information is refined
3) Authorization from City Council to proceed which will require an expenditure of funds for architects, consultants, etc.
4) Develop and implement COP financing as construction phase approaches
5) Maintain a five year capital plan for annual review

Minutes of the
City Council of the City of Cherry Hills Village, Colorado
Held on Tuesday, September 15, 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 Interim 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, Human Resource Analyst Kathryn Ducharme, Special Projects Coordinator Emily Kropf, Public Works Project and Right-of-Way Manager Ralph Mason, and City Clerk Laura Smith.

Absent: none

PLEDGE OF ALLEGIANCE

Joe Miller, Cooper Bellas, Davis Hummel and Kyle Kim from the Cub Scout Pack 55 Weblows II led the Council in the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

None

CONSENT AGENDA

Councilor VanderWerf removed Item 5d from the Consent Agenda.

Mayor Pro Tem A. Brown removed Item 5e from the Consent Agenda.

Mayor Christman removed Item 5f from the Consent Agenda.

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

a. Approval of Minutes – September 1, 2015
b. Resolution 38, Series 2015; Affirming the Cancellation of the November 3, 2015 Special Municipal Election in Accordance with Section 2-1-50 of the Cherry Hills Village Municipal Code
c. Resolution 39, Series 2015; Appointing Members to the Planning and Zoning Commission

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

Item 5d. Contract for Services with Stanley Consultants, Inc.

Interim City Manager/Public Works Director Goldie explained that staff had solicited proposals, interviewed three firms, and recommended Council approve the contract for services with Stanley Consultants for the trail inventory and long-range maintenance and repair program. He indicated that the main intent of the contract was for the consultants to research all City and County records to collect all City trail easements and rights-of-way onto one map.

Councilor VanderWerf indicated that it was a terrific project that had been needed for a long time and she was pleased that the City had received a grant from Arapahoe County Open Space for the project. She noted that the bid from Stanley Consultants was lower than the budget and asked what would happen to the excess funds and how that would interact with the County grant.

Interim City Manager/Public Works Director Goldie replied that the City was required to provide a match of a minimum of 10% and any excess funds from the grant would be returned to the County after the audit of the project.

Mayor Christman noted that the scope of work included presentations at three public meetings before the Parks, Trails and Recreation Commission (PTRC) and City Council, and asked if there was a contingency in case more meetings were needed.

Interim City Manager/Public Works Director Goldie noted that staff included a contingency in the budget for the project and some of those funds could be used for additional presentations if necessary.

Mayor Christman asked if the consultants could provide a per meeting cost.

Interim City Manager/Public Works Director Goldie replied he would contact the consultants to get that information.

Mayor Christman indicated that she expected this project to generate significant public input.

Councilor K. Brown asked why there would be significant public input if the consultants would just be documenting the City's existing trail easements.

Mayor Christman replied that the long-range planning portion of the project might generate public input.

Interim City Manager/Public Works Director Goldie added that the consultants would help staff develop the rules and regulations surrounding parks and trails as the beginning to development of a Parks and Trails Master Plan.

Mayor Christman asked that the consultants be instructed not to contact any organizations related to the High Line Canal without first discussing the issue with Council. She noted that many aspects of the Canal were controversial.

Councilor Hoellen asked what the consultants could ask that would trigger a response that the City would be concerned about.

Mayor Christman replied that the long term use of the Canal was controversial.

Councilor Hoellen indicated that the consultants should not be making representations, presentations or disclosures on behalf of the City.

Interim City Manager/Public Works Director Goldie noted that the Canal was not part of the scope of this project as it was so complex in itself. He indicated that staff would instruct the consultants not to engage with the Canal or its associated organizations.

Councilor K. Brown asked if this project might uncover any City rights to the Canal that were previously unknown.

Mayor Christman replied that would be done through other projects.

Councilor Hoellen noted that this project would involve a record and title search at the Arapahoe County offices.

Interim City Manager/Public Works Director Goldie confirmed that was correct.

Mayor Christman asked if the result would show where trails were open and where they were impeded by fences.

Interim City Manager/Public Works Director Goldie replied that staff was hoping this project would show the full extent of the City's trail system including encroachments. He noted that much of the GIS work had been done by the City's intern and that was one reason the cost of the consultants would be less. He added that the City's intern would work directly with the consultants through the completion of the project.

Mayor Christman asked for the name of the City's intern.

Director Zuccaro replied the City's intern was Nate Silverstein.

Councilor Hoellen asked about Sections 12 and 13 of the contract.

City Attorney Michow replied that the contract was based on a standard form.

Councilor Hoellen asked that Section 12 be amended so that the City keeps any work products developed and Section 13 be amended so that the City is the only party with the right to terminate.

City Attorney Michow agreed and noted that she and Interim City Manager/Public Works Director Goldie had already begun an internal dialogue on standard forms for the City.

Councilor Griffin moved, seconded by Councilor K. Brown to approve the contract for services with Stanley Consultants Inc. in the amount of $47,000 with the changes that have been notated.

The motion passed unanimously.

Item 5e. License Agreement with Denver Water for Irrigation of Three Pond Park

Mayor Christman asked about the expense for the license.

Interim City Manager/Public Works Director Goldie replied it was $2,000.

Mayor Christman asked if Denver Water could terminate the license at any time.

Interim City Manager/Public Works Director Goldie replied that was correct.

Mayor Christman asked if staff recommended this license at the request of Denver Water.

Interim City Manager/Public Works Director Goldie replied that this was not a new process and that the City currently had several similar licenses with Denver Water.

Mayor Pro Tem A. Brown asked if PTRC had been involved in the tree planting design.

Interim City Manager/Public Works Director Goldie that they had.

Mayor Pro Tem A. Brown expressed concern with the effect on the mountain view that planting trees in area 3 would have. He asked that PTRC review the tree planting design and give input on location and species.

Mayor Christman asked if Denver Water cared where the trees were planted.

Interim City Manager/Public Works Director Goldie said that they did not. He indicated that staff could complete the license process with Denver Water and consult separately with PTRC on the tree design.

Councilor Hoellen clarified that the $2,000 cost was for legal fees and installation costs rather than specifically for the license.

Interim City Manager/Public Works Director Goldie agreed that the $2,000 was Denver Water's costs to issue the license.

Councilor Gallagher asked if PTRC would recommend locations for the trees to City Council.

Mayor Pro Tem A. Brown replied he did not feel it was necessary that the tree planting design come back to Council after PTRC's review.

Mayor Pro Tem A. Brown moved, seconded by Councilor VanderWerf to approve the License Agreement between the City of Cherry Hills Village and Denver Water to cross the High Line Canal with directionally bored 4" conduit at Three Pond Park.

The motion passed unanimously.

Item 5f. Contract for Services with CUES Mapping Services for Sanitary Sewer Pipeline Profiling

Interim City Manager/Public Works Director Goldie explained that staff has been working for years to find the most cost effective and least intrusive method to repair and replace sections of the sanitary sewer main "trunk line" that runs along Little Dry Creek from Belleview north to Quincy Avenue with additional sections north of the Cherry Hills Country Club. The location of the trunk line along the creek and through private property makes the repair and replacement of this line difficult and expensive to perform. Staff did not receive any bids for the work the last time they had been requested. A new technology that has started to emerge for sanitary sewer analysis is mapping and inclination assessment of the line. This process is more accurate at showing the elevation differences within the pipe and helps to pinpoint actual sags and deflections to minimize the amount of pipe that may need to be replaced. Staff feels that the process will help reduce the cost of repairing and replacing the trunk line and help to minimize disturbance to many private properties. Staff feels that the cost of the service will be more than recouped due to the reduced amount of pipe replacement that will be determined by this analysis.

Councilor Griffin asked about previous mapping of the lines.

Interim City Manager/Public Works Director Goldie replied that this technology was different. He added that staff videos and cleans the main trunk line each year, and the other lines on a three year rotation.

Mayor Christman asked if the City would be reimbursed for the cost of this project by charging the other districts that use the main trunk line.

Interim City Manager/Public Works Director Goldie replied that the City would bill the other districts on a per tap basis.

Mayor Christman asked how those payments were recorded in the budget.

Interim City Manager/Public Works Director Goldie replied that they were included with service fees in the sewer and water fund revenues.

Councilor Griffin noted that the main trunk line was 7,000 feet long and only eight inches wide.

Interim City Manager/Public Works Director Goldie confirmed that was correct.

Councilor Hoellen agreed that eight inches wide seemed small for a main line.

Interim City Manager/Public Works Director Goldie replied that they had not reached capacity yet even with the smaller width. He noted that the Cherry Hills Village Sanitation District's (CHVSD) line connects to the City's main trunk line and that helped to offset some of the capacity.

Councilor Griffin asked about the contract with CHVSD that was expiring soon.

Interim City Manager/Public Works Director Goldie replied he would check on the contract.

Councilor Gallagher asked if this project would include an assessment of the main trunk line.

Interim City Manager/Public Works Director Goldie replied that the assessment would allow staff to pinpoint the specific areas of the main trunk line that need replacement so that smaller portions would have to be dug up saving the City time and money.

Councilor Griffin asked if repairs to the portion of the main trunk line that goes through the Cherry Hills Country Club would be done in the winter.

Interim City Manager/Public Works Director Goldie replied that staff had evaluated and repaired the portion of the line through the Country Club in 2008 and 2009 when the grounds were already torn up in preparation for the US Women's Open Tournament. He confirmed that any future repairs would be done in February.

Mayor Christman asked if staff could confirm that any issues with the City's main trunk line were not responsible for sewer backups on private property.

Interim City Manager/Public Works Director Goldie confirmed that the City's trunk line was not responsible for any backups and the last backup caused by issues with the City's trunk line had been 10 years ago.

Councilor Hoellen asked that Sections 12 and 13 be amended in the same manner as had been discussed for the contract with Stanley Consultants Inc.

Mayor Pro Tem A. Brown moved, seconded by Councilor Gallagher to approve the Contract for Services with CUES Mapping Services for a maximum expenditure of $23,600.00 for the mapping and inclination assessment on the City's trunk line as outlined in the scope of work and proposal submitted by CUES Mapping Services, with revisions to Sections 12 and 13 of the agreement as discussed.

The motion passed unanimously.

UNFINISHED BUSINESS

Council Bill 5, Series 2015; Approving a Supplemental Appropriation for the High Line Canal Conservancy (*second and final reading*)

Director Proctor presented Council Bill 5, Series 2015 on second and final reading. She explained that staff had contacted Arapahoe County regarding Council's question on the signature of the draft IGA and found that the Arapahoe County Board of County Commissioners had passed Resolution 150211 delegating Shannon Carter authority to sign IGAs related to the Open Space Programs. She noted that no changes had been made to the bill since first reading.

Mayor Pro Tem A. Brown moved, seconded by Councilor VanderWerf to approve on final reading Council Bill 5, Series 2015 for a Supplemental Appropriation in the amount of $10,000 for a contribution to Arapahoe County for the High Line Conservancy efforts to help fund a long term visioning process.

The following votes were recorded:

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

Vote on the Council Bill 5-2015: 6 ayes. 0 nays. The motion carried.

Discussion Regarding South Dahlia Speed Hump Installation Request

Councilor VanderWerf explained that she had asked for this issue to reappear on the agenda not necessarily for a revote but in order to give additional background information and policy recommendations. She noted that resident Debra Reiss was present as a representative of the neighborhood. She indicated that she had not anticipated any issue with the initial request and so had mistakenly not prepared strong

and informed arguments in support of the request. She explained that she had not fully grasped the importance of speaking to the original rational and spirit behind the Traffic Calming Policy. She noted that there had been two previous Village traffic studies during her time on Council. She indicated that while the new traffic study that the City was proceeding with would provide good information, it would also likely show that due to the configuration and nature of the Village's road system, it is not exceedingly resilient and there are not many options to address the Village's significant traffic problems. She noted that the City was a small town with primarily residential streets, which was something Villagers were proud of. A number of these streets had purposefully been left as country lanes, and many streets lead into state highways which carry huge volumes of regional traffic. She predicted that the new traffic study would show that traffic had increased since the last study, even before the full impact of the new Belleview Station was realized. She indicated that supporters of the Traffic Calming Policy did so in the spirit of trying to give residents living on neighborhood streets some recourse and control to handle the traffic problems that they deal with daily given what the City can do is fairly limited. She expressed her dismay that some of Council's reasons for not approving the request had been personal bias against speed humps in general or because they could cause damage to cars. She noted that this section of Dahlia Street was a dead end and most of Council would never have occasion to drive on this road. The people who would be affected by the speed hump are the same ones who had made the request. She added that what drivers hate about speed humps was precisely what makes them effective. Speed humps forced drivers to slow down in order to avoid the negative effects. She indicated that signs are not equivalent as a deterrent to speeding as they cannot guarantee a bad consequence for failing to comply. She stated that she felt she had let her neighborhood down and that Dahlia Street was part of her extended neighborhood. She indicated that she uses the two trail crossings on Dahlia but does so in the mornings and so does not experience the cut-through drivers from Belleview during evening rush hour. She added that she had experienced construction traffic on Dahlia in the mornings and noted that it did not respect the character of the road, the neighborhood, the pedestrians or the equestrians along the road. She explained that Dahlia Street had an interesting configuration with a rise, then a dip, and then a hill. She indicated that the trail crossing was located in a dip between the rise and the hill and cars often went very fast through the dip. She added that the road was not wide and there was not a level shoulder because of the drainage swell. She noted that Dahlia Street trail crossings were host to riders from the Village Club and from the neighborhood. She recommended that Council not retract the Traffic Calming Policy without understanding the full intent and spirit behind its establishment and its purpose and value. She noted that while some members of Council were against reconsideration of the speed hump request, she suggested that the South Dahlia Street neighborhood ask the City to conduct a speed study at the City's expense per the Traffic Calming Policy to determine whether there was a need for speed mitigation measures. She asked Debra Reiss to speak as neighborhood representative about the facts of living on Dahlia Street and submit photos of the challenges those residents face.

Debra Reiss, 4789 S. Dahlia Street, submitted photos to Council and stated that she represented the Mooneys, the Wagners, the Schucks and the Fitzpatricks. She explained that the residents of this neighborhood wanted a speed hump because the street had a blind hill and drivers tended to speed. She related a personal experience with an accident due to the blind hill. She noted that the gravel road helped to mitigate some of the speeding but if the road was paved, as the residents planned, then there would be nothing to prevent drivers from speeding. She added that the residents could not rely on the speed signs to regulate speed. She indicated that two of the neighbors only supported paving the road if a speed hump was approved, and so there was some debate because the speed study had to be done after the street was paved but before the speed hump could be approved. She stated that it was a safety issue for horses, children and pedestrians. She added that the neighborhood had been working on this project with City staff since March and had not made the request for a speed hump lightly.

Karen Moulton, 4801 S. Dahlia Street, added that the gravel road was currently somewhat an impediment to speeding but if the road is paved the speed problem would worsen. She explained that because of the blind hill a horse sees a car before the rider does, and that is not a safe situation. She indicated that the speed hump was needed to improve safety.

Mayor Christman noted that she had driven the section of Dahlia under discussion and indicated that the other streets in that area such as Fairfax and Birch likely have the same issues. She indicated that she was concerned with safety and consistency. She noted that the concern of cut-through traffic was echoed all over the Village. She indicated that if speed humps were effective then perhaps they should be applied to all areas with cut-through traffic. She clarified that she was not against speed humps but wanted to ensure consistency across the Village. She asked staff about the cost of installing a speed hump.

Interim City Manager/Public Works Director Goldie replied that the City's policy required a deposit of $1,500 but that actual cost ranged from $500-$800.

Mayor Christman indicated that was not a high cost and if speed humps were effective as traffic calming measures the City should determine the best locations and install them consistently.

Councilor Hoellen agreed and indicated the broader question was how to deal with roads as a community. He noted that apart from the safety issue speed humps created a less welcoming and open community. He recommended the City conduct a speed study and install a speed hump if the safety issue was supported by the study.

Mayor Christman suggested that drivers might go twice as fast after passing the speed hump and wondered if placing a speed hump in one location would increase the speed problem in another location.

Councilor K. Brown indicated that safety was everyone's top priority. She noted that similar concerns on the northern section of Dahlia had resulted in installation of the City's only sidewalk years ago. She noted that a more effective way of increasing safety in mixed-use traffic was to separate pedestrians and equestrians from cars, but that would be an enormous shift for the Village and likely controversial. She added that cost was not an issue but that effectiveness was an issue. She agreed that a broader look at traffic issues City-wide was advisable.

Mayor Pro Tem A. Brown indicated he had been surprised by the amount of discussion at the last meeting. He noted that the street in question was not part of a larger grid and was only used by the neighbors. He added that the neighbors had shown a strong level of support for the speed hump that met the City's policy requirements. He noted that the City's policy requirement of 80% support was a high bar. He indicated that neighborhood support was a better approach than Council deciding where to install speed humps. He noted that the policy was designed to let residents define the character of their streets. He added that the effectiveness of speed humps was difficult to determine. He indicated that the City's patrol officers had a high demand on their time and it would be difficult to allocate that time for more patrol of this specific street. He stated that the policy was written correctly as is.

Councilor Gallagher indicated that he was familiar with the area in question and that the residents knew their neighborhood well. He stated that there was clearly a blind hill and it was very likely that paving the street would result in increased speed. He added that the potential issues were significant. He indicated that there was not much walking space off the road because of the ditch. He noted that a speed hump in this neighborhood would only affect eight households.

Mayor Christman indicated that if speed humps were effective then there were many areas throughout the community that could benefit from them.

Councilor Gallagher noted that the concern was that the street was going to be paved and therefore speeds would increase.

Councilor VanderWerf suggested that this portion of Dahlia Street could be a test case for the effectiveness of speed humps. She agreed with Mayor Pro Tem A. Brown that neighborhoods throughout the City were unique and when residents were supportive of a speed hump Council could respond to that. She indicated there would be value in a study that examined the City's worst offenders. She added that the tools available to the City and residents for speed mitigation were limited.

Ms. Moulton noted that she understood the need to make City-wide policies but that there was a great diversity of zoning throughout the City.

Councilor K. Brown replied that other more densely populated areas of the City had requested speed humps in the past but because they had much larger impact areas many more residents were required by the City's policy to support the installation of a

new speed hump. She indicated that as Mayor Christman had said there were many areas throughout the City that might benefit from a speed hump.

Mayor Christman indicated that increased cut-through traffic speed was an issue throughout the Village and the new traffic study would help explain the speeding and cut-through traffic issues throughout the City.

Interim City Manager/Public Works Director Goldie clarified that the traffic study would examine cut-through traffic, speeding and traffic volumes, but not on dead-end streets like the section of Dahlia under discussion. He indicated that speed hump effectiveness was controversial and undetermined and staff preferred that any new speed hump be supported by the residents rather than its necessity being determined by staff.

Ms. Reiss explained that drivers drove much faster than the speed limit through her neighborhood. She noted that all residents were in support of paving the road and seven of the eight residents were in favor of the speed hump. She indicated that while there was not necessarily a lot of traffic the blind hill and speeding created a dangerous situation. She noted that many of the drivers on the road did not live in the neighborhood. She explained that she had many discussions with Ralph about this issue. She indicated that this was a unique neighborhood and while a speed hump may not be a perfect solution the residents believed it would help.

Councilor K. Brown asked about the speed study that was part of the City's Traffic Policy.

Interim City Manager/Public Works Director Goldie explained that the study consisted of a manual count.

Councilor K. Brown noted that the standard practice was for staff to conduct a speed study and then based on the results the City would pay for installation of a speed hump or the residents could pay for installation. She suggested that the City could conduct the study to determine what the issue actually was.

Mayor Christman asked how long it would take for staff to conduct a speed study.

Interim City Manager/Public Works Director Goldie replied about a week.

Councilor Gallagher encouraged staff to conduct a speed study and then Council could revisit the issue after the results were determined.

Councilor VanderWerf indicated she hoped the study produced the desired effect for the neighborhood.

NEW BUSINESS

None

REPORTS

Mayor's Report

Mayor Christman asked Interim City Manager/Public Works Director Goldie to report on the meeting regarding a traffic light at Glenmoor and Belleview Avenue.

Interim City Manager/Public Works Director Goldie replied that Mayor Pro Tem A. Brown would report on the meeting.

Mayor Christman reported that Nancy Petry's house had been given historic designation and suggested including an article in the Crier.

Members of City Council

Councilor Hoellen had no report.

Councilor K. Brown reported that she had attended the Centennial Airport Noise Roundtable meeting two weeks ago and had been chosen to represent the Roundtable at the annual Noise Conference in Nashville. She noted that this conference was held in conjunction with the National League of Cities conference and asked Council to let her know if they would like her to try to attend any sessions.

Councilor VanderWerf reported that the Barn Party was September 19th, the Barn Tour September 20th, the Exotic Car Show September 27th, and the Public Art Commission's fundraising event sponsored by Wells Fargo at the Cherry Hills Country Club September 30th.

Councilor Hoellen asked if Council would receive invitations.

Councilor VanderWerf replied that invitations had been mailed but the City did not have a complete list of residents and residents could pick up invitations at the Village Center.

Mayor Pro Tem A. Brown reported that he, Interim City Manager/Public Works Director Goldie, and Director Zuccaro had sat through presentations by three firms for the traffic study. Interim City Manager/Public Works Director Goldie was following up with the top candidate. He and Interim City Manager/Public Works Director Goldie had met with two engineers from CDOT, a staff member and a Council member from Greenwood Village, the president of the Glenmoor HOA, and deputy manager of the Glenmoor Country Club to discuss the proposed traffic light at Glenmoor and Belleview. He explained that CDOT used eight categories to determine if a new traffic light was warranted. He

indicated that while the numbers of cars on Belleview was staggering there was not enough traffic on Steele to meet the necessary threshold. CDOT had agreed to revisit the data and analyze it as one lane instead of two lanes on Steele. He noted that a new traffic light had recently been installed at Niagara but that was to help construction traffic and was in anticipation of increased traffic. He indicated that the group had discussed the possibility of lane configuration on Belleview to allow for a U-turn. He explained that the group had not come to a resolution but would continue to work on the issue. He noted that the appropriation for the project was in the City's draft 2016 budget and was in Greenwood Village's budget as well. He indicated that it had been a productive and helpful meeting and that the issue was a challenging one.

Mayor Christman asked if CDOT acknowledged increased traffic on Belleview.

Mayor Pro Tem A. Brown replied that the traffic numbers on Belleview were only half of the equation and that traffic numbers on the side streets were the other half. CDOT had acknowledged that Belleview was at full capacity but were worried about coordination between the proposed new light and the traffic light at University and Belleview.

Mayor Christman noted that this was a big issue for all homes off of Belleview.

Mayor Pro Tem A. Brown noted that there was the opportunity at other side streets to turn left and sit between lanes, but CDOT was not sure the width existed for that option at the Glenmoor intersection.

Councilor Griffin reported that he had ridden with Sergeant Paula Balafas last Friday and encouraged everyone to do a ride-along with the Police Department as it was very educational. He noted that he was pleased with Director Proctor's report that showed an increase in County property tax revenues of $46 million which would result in an additional $343,000 in revenue for the City.

Director Proctor added that the increase was 16%.

Councilor Griffin noted that the City had weathered the financial crisis well. He reported that the next Board of Adjustment and Appeals meeting would be in October.

Councilor Gallagher reported that the PTRC had discussed the proposed fence ordinance but had not reached a consensus with the Planning and Zoning Commission, so the two groups would continue work before making a recommendation to the Council. He added that fences along trails were currently proposed to be allowed at six feet with 75% openness.

Director Zuccaro added that proposal was for fences along public trails, parks and open space.

Councilor Gallagher added that the City's intern had done an outstanding job on research for the proposal and presentation to the PTRC.

Councilor K. Brown thanked Mayor Christman for hosting the Council & Commissions brunch on Sunday.

Members of City Boards and Commissions

None

City Manager & Staff

Interim City Manager/Public Works Director Goldie reported that Director Proctor had distributed the draft 2016 budget on the dais for Council's consideration prior to the October 6th study session. He distributed the long term capital plan timeline to complete the Council's priority projects by 2018. He noted that staff was still working on matching the draft 2016 budget to the long term capital plan. He indicated that information about grant application timelines were at the bottom of the plan. He reported that the temporary performance pad at the Alan Hutto Memorial Commons was 99% complete.

Councilor Hoellen indicated that he had worked with staff on the long term capital plan and asked Council to review the plan.

Mayor Christman asked about the 2016 budget.

City Clerk Smith replied that first reading was November 17th and second reading was December 9th.

Mayor Christman asked about the study session for the budget.

City Clerk Smith replied that the study session would be held October 6th at 6 p.m.

Mayor Christman asked if the study session could be scheduled from 6 to 7 p.m. instead of just until 6:30 p.m.

Director Zuccaro replied that the public hearing for that evening had been noticed for 6:30 p.m.

Interim City Manager/Public Works Director Goldie noted that Council had approved Item 5c and therefore there was a vacancy on the PTRC. He indicated that City Clerk Smith had past applicants she would contact and that staff would post notice of the opening on the City website and in the Crier. Staff requested volunteers from Council to conduct interviews of applicants.

Mayor Christman and Councilor K. Brown volunteered.

City Attorney

City Attorney Michow had no report.

EXECUTIVE SESSION

Mayor Christman noted that Council may return to open session after the executive session.

Mayor Pro Tem A. Brown moved, seconded by Councilor K. Brown to enter into Executive Session pursuant to C.R.S. Sec. 24-6-402(4)(a) for the purpose of discussing matters related to the acquisition of real property and pursuant to C.R.S. Sec. 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators relating to possible acquisition of such real property; and pursuant to CRS 24-6-402(4)(b) for the purpose of seeking legal advice concerning the Cooper v. Cherry Hills Village litigation.

The following votes were recorded:

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

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

The Executive Session began at 8:13 p.m.

OPEN MEETING

Mayor Christman reconvened the regular meeting at 9:46 p.m. She explained that Council would now give Director Zuccaro direction related to applications for fence permits. She indicated that if an application was submitted for a fence along a road, public park, open space or trail, including on-street trails, it would be held pending the ordinance that was currently in process.

Councilor Griffin asked if a motion was needed.

City Attorney Michow replied that a motion was not needed.

The meeting adjourned at 9:47 p.m.

_____
Laura Christman, Mayor

_____
Laura Smith, City Clerk

CHERRY HILLS VILLAGE
COLORADO

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

Village Center
Telephone 303-789-2541
FAX 303-761-938

ITEM: 6b

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY REGARDING A CONTRIBUTION TO THE HIGH LINE CANAL VISIONING PROJECT

DATE: OCTOBER 6, 2015

At the July 21, 2015 City Council meeting, Ms. Harriet LaMair, Executive Director of the High Line Conservancy, gave a presentation to the Council about the history and initiatives of the High Line Conservancy. She asked the City of Cherry Hills Village to participate in funding a long term visioning process for the High Line Canal.

The High Line Conservancy was formed out of the High Line Canal Working Group with the goal of harnessing citizen commitment to the High Line Canal and with the broad mission to ensure the future of the High Line Canal is preserved and protected forever. They have worked with the High Line Canal Working Group and the Core Team to design an inclusive bottom up planning process that will focus on building sustainable future visions for the Canal that generate from each of the local communities. The plan will also focus on building a regional vision and management plan for the High Line Canal that protects, connects and enhances the 71 mile stretch of the Canal as a multijurisdictional Greenway.

The proposed funding for the High Line Conservancy demonstrates a partnership that is critical to leveraging the private and public funding already committed. Ms. LaMair asked for a $10,000 commitment in 2015 from the City of Cherry Hills Village to help fund the long term visioning process for the High Line Canal. City Council approved a $10,000 contribution on September 15, 2015

Staff has been in contact with Arapahoe County regarding this funding process and determined that the funding will require an Intergovernmental Agreement (IGA). Staff has worked with Arapahoe County and City Attorney Michow on the final IGA which is included as Exhibit A.

BUDGET IMPACT STATEMENT

Ordinance 9, Series 2015, approving a supplemental appropriation for $10,000 to Arapahoe County for the support of the High Line Canal Conservancy Efforts for Fiscal Year 2015 was approved on final and second reading on September 15, 2015 (Exhibit B).

STAFF RECOMMENDATION

Staff recommends that City Council approve the IGA with Arapahoe County regarding a contribution to the High Line Canal Visioning Project.

RECOMMENDED MOTION

"I move to approve the Intergovernmental Agreement Regarding Contribution of City of Cherry Hills Village Funds for the High Line Canal Visioning Project."

ATTACHMENTS

Exhibit A: IGA with Arapahoe County
Exhibit B: Ordinance 9, Series 2015

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT REGARDING CONTRIBUTION OF CITY OF CHERRY HILLS VILLAGE FUNDS PROJECT NAME: HIGH LINE CANAL VISIONING PROJECT

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and the **CITY OF CHERRY HILLS VILLAGE**, a home rule municipality and political subdivision of the State of Colorado (the "City") (collectively, "Parties" and individually a "Party").

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a countywide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (the "Open Space Resolution");

WHEREAS, the Open Space Resolution authorizes the County to expend a portion of the tax funds for the development and improvement of trails and access to public lands and also to expend funds on joint projects, as more fully set forth therein;

WHEREAS, in March, 2015, the County committed $30,000 in funds from the Open Space funds pledged to the High Line Canal Working Group to contract with the High Line Canal Conservancy (HLCC) to undertake a comprehensive community outreach and visioning project for the future of the High Line Canal (the "Visioning Plan");

WHEREAS, in June, 2015, Great Outdoors Colorado awarded a $75,000 planning grant to the County and HLCC to further support the Visioning Plan (the "GOCO Grant");

WHEREAS, the overall budget for the Visioning Plan is estimated to be a minimum of $250,000, and on September 15, 2015 the City approved funding to go toward the Visioning Plan and to help the County and HLCC fulfill the matching requirements of the GOCO Grant; and

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

NOW, THEREFORE, the County and City agree as follows:

1. Funding Amount. The City agrees to contribute Ten Thousand Dollars ($10,000.00) (the "City Funds") toward the Visioning Plan project as described in the GOCO Grant application attached as **Exhibit A**.

2. Disbursement of City Funds. Subsequent to execution of this Agreement, the City Funds shall be paid to the County via check by October 16, 2015.

3. Time for Use of City Funds. The Parties agree that the Visioning Plan will be completed and the City Funds will be expended by no later than two (2) years from the date of this fully executed IGA, unless a longer period of time is otherwise agreed to by the City in writing.

4. Administration of the Visioning Project. The City acknowledges that the Visioning Plan will primarily be led and administered by the HLCC, and the County will enter into a service agreement with HLCC to complete the project.

5. Record Keeping Requirements. The County shall maintain a complete set of books and records documenting use of the City Funds related to the Visioning Plan. The City or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the County which are pertinent to the Visioning Project for the purpose of making an audit, examination, or excerpts. The County shall keep all books, documents, papers, and records, which are pertinent to the Visioning Plan, for a minimum of three (3) years. The County agrees to report to the City any unexpended City Funds and consult with the City concerning proper accounting for unexpended City Funds.

6. Reimbursement of City Funds. The County understands and agrees that failure to expend the funds and complete the Visioning Plan in accordance with this Agreement will result in the City Funds being refunded to the City.

7. Remedies. The rights and remedies of the City as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

8. No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

9. Relationship of the Parties. The County shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City.

10. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Parties.

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

12. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.

13. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

14. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Arapahoe County Open Spaces
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

CITY: City of Cherry Hills Village
Attn: City Manager
2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

and

City Attorney
c/o City of Cherry Hills Village
2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

15. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

17. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

18. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

19. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.

20. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof,

and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

21. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date set forth below.

DATED this _____ day of _____, 2015.

ATTEST:	CITY:
By:_____	By:_____
Laura Smith City Clerk	Laura Christman Mayor

ATTEST:

By:_____
Name
Title

COUNTY OF ARAPAHOE
STATE OF COLORADO

By:_____
Shannon Carter, Director
Intergovernmental Relations and Open Spaces
Pursuant to Resolution No. 150211

EXHIBIT A
GOCO GRANT APPLICATION

High Line Canal Visioning Project Application – Summary Form

About the Applicant (Eligible Entity)		
Name: Arapahoe County Open Spaces		
Address: 6934 South Lima Street, Centennial, CO 80112		
Applicant Contact Name: Shannon Carter		Title: Intergovernmental Relations and Open Spaces Director
Telephone: 720-795-4464	Email: scarter@arapahoegov.com	*Are you the primary contact for this grant: ☐ YES X NO
Do you currently have an open GOCO grant? If yes, provide your grant number(s): No And, you are required to contact staff prior to completion of this application.		
About the Partner (if applicable)		
Name: High Line Partners Conservancy, a project of the Colorado Nonprofit Development Center		
Address: 789 Sherman Street, Suite 250 Denver, CO 80203		
Partner Contact Name: Harriet Crittenden LaMair		Title: Executive Director
Telephone: 720-217-2056	Email: harrietcl@msn.com	*Are you the primary contact for this grant: X YES ☐ NO
About the Project		
Project Title: High Line Canal Visioning Project		
Grant Request (not to exceed $75,000): $75,000		Total Project Cost: $250,000
Percent of overall match (% of total project cost): 70%		Percent of cash match (% of total project cost): 70%
County of Service: Douglas, Arapahoe, Denver, Adams		Service area covered by the plan: High Line Canal Corridor – Douglas, Arapahoe, Denver, Adams Counties
Brief Project Description (In 100 words or less) Describe the proposed plan and how it will benefit your community: The High Line Canal (HLC) is a 71-mile irrigation canal, owned and operated by Denver Water (DW) that rarely runs water. This well-loved canal and its adjacent trail can be a spine on which a natural open space system can develop, connect and expand, but only with planning will this unique regional asset realize its potential for the region. For the first time, critical stakeholders have come together in support of creating a vision for the HLC. Creation of this vision will direct planning and investment, through which entire region will realize enhanced recreation, connectivity and community.		

*Please mark only one individual as the primary contact

High Line Canal Visioning Project Application – Summary Form

APPLICATION CHECKLIST

Verify that this application contains all of the following required documents **presented in the following order:**

- ❑ Signed Summary Form
- ❑ Signed Resolution from Governing Body
- ❑ Draft Intergovernmental Agreement or other contract with project partner or a signed letter of support from the project partner. (if applicable)
- ❑ Budget Form
- ❑ Preliminary Timeline Estimate
- ❑ Response to Selection Criteria Narrative Questions (a narrative provided on your own paper)
- ❑ Attachments to Selection Criteria Narrative:
  - ❑ Letters of support (immediately following the Selection Criteria Narrative)
  - ❑ Map(s) identifying the project location (Using Google Earth or Google Maps)
  - ❑ Site map, if applicable
  - ❑ Documentation of any opposition to the project, if applicable

All of the information presented on this summary form and throughout the application is true and accurate.

Authorized Signature: _____ Date: 3-4-15
(From applicant organization)

Printed Name and Title: Shannon Carter
Intergovernmental Relations &
Open Spaces Director

STATE OF COLORADO
COUNTY OF ARAPAHOE } *ss.*

At the regular meeting of the Board of County Commissioners for Arapahoe County, Colorado held at the Administration Building, 5334 South Prince Street, Littleton, Colorado on Tuesday, the 3rd day of March, 2015, there were present:

Nancy Sharpe, Chair	**Commissioner District 2**	**Present**
Nancy Jackson, Chair Pro-Tem	**Commissioner District 4**	**Present**
Bill Holen	**Commissioner District 5**	**Present**
Rod Bockenfeld	**Commissioner District 3**	**Present**
Nancy A. Doty	**Commissioner District 1**	**Present**
Ron Carl	**Deputy County Attorney**	**Present**
Matt Crane	**Clerk to the Board**	**Absent and Excused**
Joleen Sanchez	**Asst. Clerk to the Board**	**Present**

RESOLUTION NO. 150212 It was moved by Commissioner Doty and duly seconded by Commissioner Bockenfeld to adopt the following Resolution:

WHERAS, the Board of County Commissioners supports submitting a grant application for a Local Parks and Outdoor Recreation Planning Grant from the State Board of the Great Outdoors Colorado for the High Line Canal Visioning Project; and

WHEREAS, the Arapahoe County Open Spaces Department is requesting $75,000 from Great Outdoors Colorado to undertake a comprehensive community outreach and visioning project for the future of the High Line Canal and the High Line Canal Trail; and

WHEREAS, Great Outdoors Colorado requires that the Board of County Commissioners of Arapahoe County state its support for the Great Outdoors Colorado grant application for the High Line Canal Visioning Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Arapahoe County that:

Section 1: The Board of County Commissioners of Arapahoe County strongly supports the application to Great Outdoors Colorado for the High Line Canal Visioning Project.

Section 2: The Board of County Commissioners of Arapahoe County acknowledges that the grant application includes matching funds which the Arapahoe County Open Spaces Department is solely responsible to provide if a grant is awarded.

Section 3: The Board of County Commissioners of Arapahoe County will secure those matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 4: The Board of County Commissioners of Arapahoe County authorizes Shannon Carter, Director of Intergovernmental Relations and Open Spaces, to execute the related grant applications and agreements.

Section 5: This resolution to be in full force and effect from and after its passage and approval.

The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.

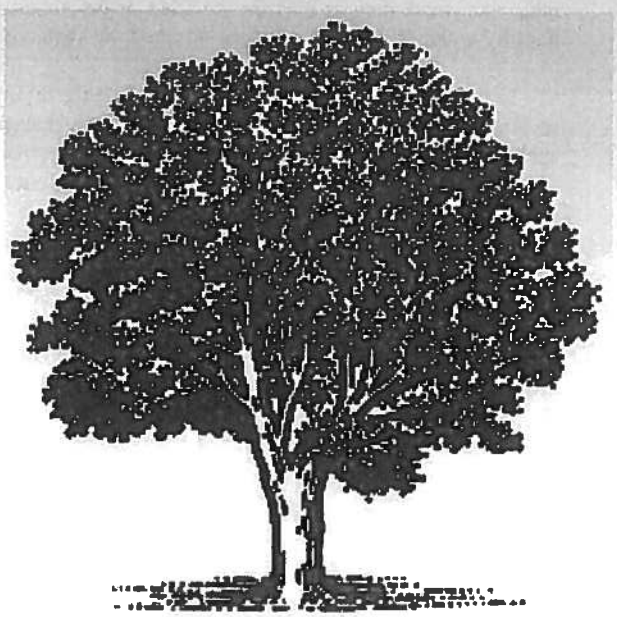
I, Matt Crane, Arapahoe County Clerk and ex-officio Clerk to the Board of County Commissioners, in and for the County and State aforesaid, do hereby certify that the annexed and foregoing order is truly copied from the records of the proceedings of the Board of County Commissioners for said Arapahoe County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Littleton, Colorado this 3rd day of March, 2015.

Matt Crane, Clerk to the Board

Draft Service Agreement

Planning Grant Application



ARAPAHOE COUNTY
OPEN SPACES

AGREEMENT FOR SERVICES

Project Number or Name: High Line Canal Visioning Project

THIS AGREEMENT is entered into as of the day of , by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Colorado Nonprofit Development Center d/b/a High Line Parnters Conservancy (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records

which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site
- $2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Waiver of Subrogation
- Severability of Interests Provision

Additional Insured Endorsement (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Specific Waiver of Subrogation
- MCS 90 for vehicles carrying hazardous materials
- Mobile (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 1/28/14)

CONTRACTOR : Colorado Nonprofit Development Center

By: _____
(signature)

Title: Melinda A. Higgs, President

Signed this _____ day of _____, _____

State of Colorado)
County of _____)

Subscribed and sworn to before me this _____ day of _____, _____

by _____.

My commission expires _____.

_____
Notary Public

SEAL

ATTEST: Clerk to the Board

_____

Date:_____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

DRAFT

EXHIBIT A to Agreement between the County and Colorado Nonprofit Development Center d/b/a High Line Partners Conservancy.

Project Number or Name: High Line Partners Visioning Project.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

High Line Partners Conservancy (HLP Conservancy), will be tasked with overseeing the public outreach and visioning process for the High Line Canal Visioning Project, including procurement of a professional consulting team.

Vision Planning Steps and Activities

To ensure the visioning process and outreach is successful, HLP Conservancy has committed to ongoing relationship building and communications with stakeholders. Therefore in addition to engagement of a professional planning team, HLP Conservancy will work with stakeholders, including the Core Team, to identify the critical components and objectives of a large-scale community engagement and visioning process. Several of these steps will be done in collaboration with the professional consulting team.

- Provide updates at each of the HLCWG meetings, which include opportunities for meaningful input to process;
- Engage elected officials from the HLCWG, ensuring their understanding and support of visioning process;
- In addition to public outreach efforts by a consultant team, the Conservancy will plan and conduct its own public events in advance of the visioning process to reach out to stakeholders and introduce the planning processes;
- Cultivate relationships and partnerships with civic leaders and organizations to ensure deep involvement in planning and implementation of the HLC visioning;
- Develop media assets that build a visual story about the HLC that engages the public and outlines the complexity of challenges for the HLC future;
- Build a database, including a comprehensive list of stakeholders, funding partners, organizations and individuals that will be used to advance the public engagement process;
- Develop a website to provide up-to-date information about the HLC and the planning process.

Initiate and develop objectives, timeframe, budget and selection criteria for engaging a professional team to support comprehensive visioning and community engagement.

Activities:

- Work with Core Team and stakeholders to agree on phases, scope of work, and timing of planning
- .
- Translate these agreements into a draft RFQ for phase one of visioning and community outreach
- Ensure sufficient and appropriate submittal of qualifications from professional teams
- Design and oversee evaluation and selection of professional planning team(s)

Oversee comprehensive visioning project: Ensure that core objectives are met through oversight of professionals under contract to carryout visioning and public engagement.

Activities:

- Work with the Core Team to ensure that relevant information from existing studies are incorporated into future planning;
- Oversee the process to ensure that storm detention pilots and planning is incorporated into the future planning and visioning process;
- Develop a project management plan, that will monitor all work performed to ensure the objectives of the contract are met;
- Establish regular schedule of updates to the stakeholders about the process;
- Continue to cultivate relationships and partnerships with goal of building commitment and understanding of the planning process and potential outcomes;
- Work with professional team, and HLCWG, in developing each of the public outreach events, to ensure broad local citizen and stakeholders input and attendance. There will be a minimum of two public meetings in each of the jurisdictions as well as a series of broad based outreach efforts designed in conjunction with the consulting team.

Ensure that visioning results in a document that is supported and can be used by the involved parties to: 1) demonstrate broad public and stakeholder views and ideas for the HLC; and 2) identify a broadly supported vision including immediate and attainable next steps as well as recommendations for future cooperative planning effort.

Activities:

- Provide detailed draft report to Core Team and other key stakeholders for review and comment;
- Oversee revision of draft report to ensure recommendations are incorporated into draft final report;
- Submit draft final report to HLCWG for input and recommendations;
- Oversee revision of draft document to ensure agreed upon editing is completed;
- With Core Team, and professional team, plan and present and seek input on draft final vision document in a series of meetings with broader stakeholders.

Tangible Products

- Database of stakeholders established;
- Website functioning in a useful manner;
- Summary documents from each of the public outreach efforts;
- An analysis of community values and issues as they relate to future planning.
- Strong and compelling visual documents and or other products that tell the story of the canal's history and its need for future planning.
- Report that provides an analysis of the implications, benefits and impacts of different use and management options, including impacts on the tree canopy and how such options might interface with the storm water feasibility project;
- Final vision document that is supported and can be used by the involved parties to: 1) demonstrate broad public and stakeholder views and ideas for the HLC; and 2) identify a broadly supported vision and options for the future of the Canal that will guide the development of a master planning process.

. In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance**. The services of the Contractor shall commence (choose one):

☒ As of the date of this Agreement.

☐ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: .

The services of the Contractor shall be completed, or shall end, by (end date of GOCO grant).

3. **Compensation**. The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☐ Lump sum due upon completion: .

☐ Hourly rate of (to be billed monthly).

☒ Other: On a reimbursement basis as invoices and expenses are furnished within agreed upon reporting framework.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed (determined after RFQ and consistent with GOCO budget).

4. **Notices of Termination**. Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance**. Errors and Omissions or Professional Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is (indicate amount only if it is required).

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County:

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Open Spaces
6934 Sout Lima Street, Suite A
Centennial, Colorado 80112

To the Contractor:

7. **Special Conditions.**

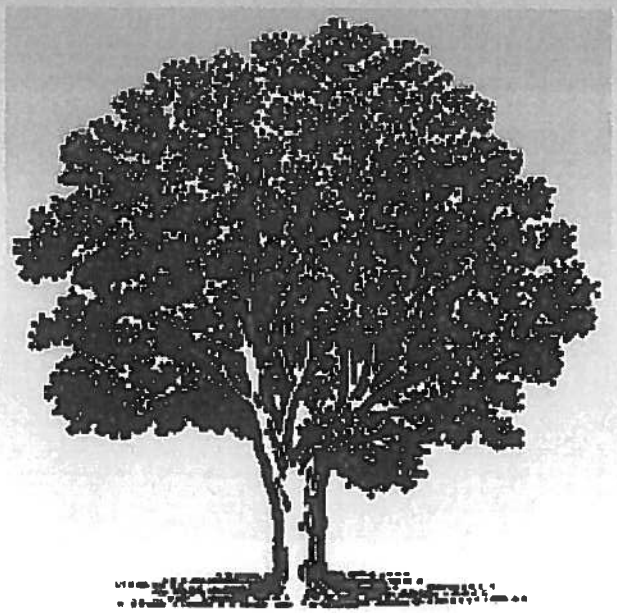
☐ No special conditions

☐ Special Conditions are as follows:

DRAFT

Budget

Planning Grant Application



ARAPAHOE COUNTY
OPEN SPACES

High Line Canal Visioning Project Budget

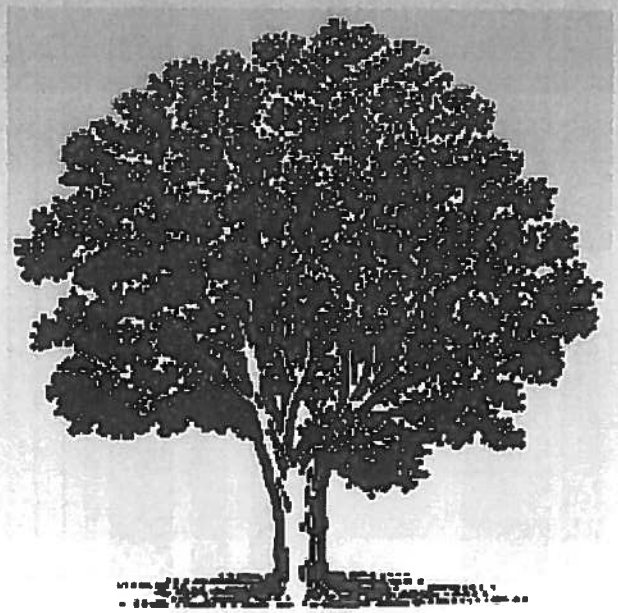
	Source of Funds	Date Secured		GOCO Grant Request	Applicant Match ($)	Partner Match ($)	Total Funding ($)
CASH							
	Great Outdoors Colorado			*$75,000*			$ 75,000.00
	Arapahoe County				$ 30,000.00		$ 30,000.00
	Denver Water					$30,000	$ 30,000.00
	Gates Foundation					$65,000	$ 65,000.00
	Other Stakeholder Agencies					$50,000	$ 50,000.00
IN-KIND							
	[List Source]						$ -
TOTAL SOURCE OF FUNDS				**$75,000.00**	**$30,000.00**	**$145,000.00**	**$250,000.00**

CASH	Use of Funds	Number of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Partner Funds	Total Funding ($)
Consultation and Planning Services							$0.00
	Review of Existing Plans	1.00	10,000.00	10,000.00			$10,000.00
	Inventory and Existing Conditions and Usership Analysis	1.00	30,000.00	20,000.00	10,000.00		$30,000.00
	Stakeholder Identification and Database	1.00	10,000.00	5,000.00		5,000.00	$10,000.00
	Communications Plan	1.00	20,000.00	5,000.00	5,000.00	10,000.00	$20,000.00
	GIS and Mapping	1.00	30,000.00	25,000.00	5,000.00		$30,000.00
	Analysis and Findings	1.00	30,000.00			30,000.00	$30,000.00
	Report Drafting and Printing	1.00	20,000.00			20,000.00	$20,000.00
Stakeholder and Public Engagement Process							$0.00
	Public Meetings and Materials (10-15 meetings)	1.00	100,000.00	10,000.00	10,000 00	80,000.00	$100,000.00
							$0.00
USE OF FUNDS - CASH SUBTOTAL				**$75,000.00**	**$30,000.00**	**$145,000.00**	**$250,000.00**

IN-KIND	Use of Funds	No. of Units / Hours / Acres	Cost Per Unit / Hour / Acre	GOCO Funds	Applicant Funds	Partner Funds	Total Funding ($)
Professional Services (if applicable)							$0 00
vendor service provider							$0.00
Materials (if applicable)							$0.00
vendor service provider							$0 00
	USE OF FUNDS - IN-KIND SUBTOTAL			**$0.00**	**$0.00**	**$0.00**	**$0.00**
	10% Contingency			**$0**	**$0**	**$0**	**$0**
	TOTAL PROJECT COST			**$75,000.00**	**$30,000.00**	**$145,000.00**	**$250,000.00**

Timeline

Planning Grant Application



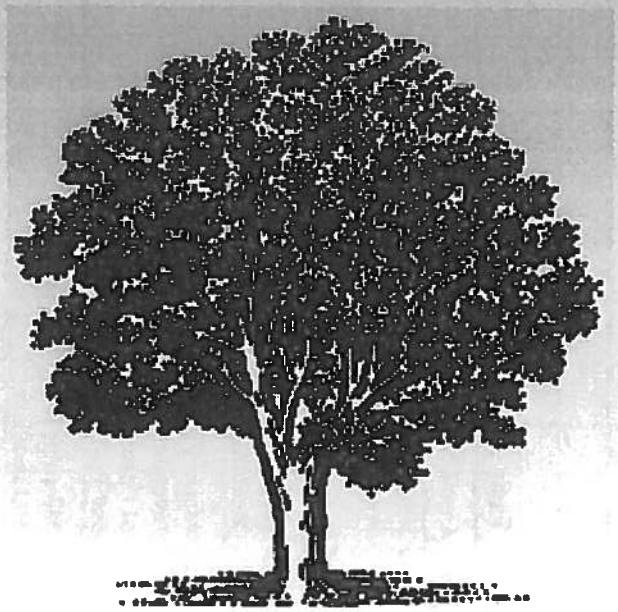
ARAPAHOE COUNTY
OPEN SPACES

High Line Canal Visioning Project - Timeline

Task	Jun '15	July '15	Aug '15	Sept '15	Oct '15	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Aug '16	Sep '16	Oct '16	Nov '16	Dec '16
Grant Notification																			
Release RFQ for Professional Services																			
Select Contractor(s)																			
Project Start-Up Meetings																			
Mapping/GIS Inventory and Analysis of Existing Reports and Plans																			
Meetings with Existing Stakeholders																			
Communications Plan and Additional Stakeholder ID																			
Public Meetings/Conduct Other Input Processes																			
Summary of Outreach Presented to HLCWG, Core Team and HLPC																			
Vision Plan Content Drafted																			
Stakeholder review of Draft Plan																			
Present Vision Plan in Public Meetings																			
Final Vision Plan																			

Selection Criteria

Planning Grant Application



ARAPAHOE COUNTY
OPEN SPACES

High Line Visioning Project - Selection Criteria Narrative

QUESTION 1.
What type of plan are you proposing (eg site, master, open space, management, etc)? Describe the project's vision and goals. If applying for an update to a previous plan, present an explanation of the status of the current plan and how it is failing to meet community needs. What are the biggest challenges and overall needs of the planning project? Describe the community benefits of the plan. Provide regional, local and project area maps. (25 pts)

Arapahoe County, in partnership with Denver Water, the High Line Partners Conservancy (HLP Conservancy), and the jurisdictions along the High Line Canal (HLC/Canal), plans to implement a long term visioning process that will result in a plan and recommendations for next steps in the re-purposing of the Canal. This plan will: 1) solicit public and stakeholder views and ideas for the HLC; and 2) identify a vision and options for the future of the Canal that will guide development of a comprehensive master planning process. While almost $1 million in valuable feasibility and technical planning has been done for sections of the HLC, stakeholders have identified two critical elements missing from previous plans. These elements are public engagement and the development of a broad vision. This plan will provide these two missing elements.

Completed in 1883 and acquired by Denver Water in 1924, the High Line Canal and its adjacent trail are now in period of transition. As one of the longest (over 71 miles) continuous urban trails in the country, the HLC Trail twists through the most populated area of the State while crossing multiple and varied communities: originating at Waterton Canyon in Douglas County and running to Green Valley Ranch in Northeast Denver. Over 350,000 residents reside within one mile of the Canal. This urban treasure has untapped potential not only as a recreational amenity but also as a tool for bringing together diverse communities and sharing the rich story of water in the West. The High Line Canal can become more than a utility corridor with an inconsistent trail alongside. As a result of this visioning process, it can become our most prized linear park and a cultural greenway winding through and connecting the Denver Metro Area from the foothills to the plains.

The realities of water scarcity in Colorado have underscored Denver Water's need to develop alternative ways to serve its customers. Further, the Canal is inefficient and costly to operate solely as a means of delivering irrigation water. Today's reality is that sooner rather than later the Canal corridor will be used primarily for different purposes from which it was constructed. Simultaneously with curtailing the use of the Canal as a water delivery system, its recreational uses have grown exponentially. For example, relatively recent data indicates that annually more than 500,000 people use the HLC as a recreational asset. However, the Canal is at critical point in its future. Without community engagement to create a strong vision, the Canal may not be a prized asset for future generations.

In recent years, Denver Water has recognized the need to preserve the vegetation and tree canopy, as well as enhance the recreational opportunities along the canal. This planning project will provide an opportunity to substantively examine the long-term purpose of the Canal and its natural and recreational resources. While much work has been done, the goal of this effort will be to capture the interest and energy of private citizens in articulating a broad and comprehensive vision.

What are the biggest challenges and overall needs of the planning project? The overarching goal of the community outreach and visioning process is to identify strategies to preserve and enhance the current and future public benefits of the HLC. Challenges to the planning project include:

- **Maintaining ongoing and strong engagement from all of the varied jurisdictions.** Each of the communities along the Canal has their own set of challenges and interests. Many of the jurisdictions have plans or are in the process of developing plans for portions of HLC. It is critical that a future vision and plan respects and incorporates these local efforts into the larger planning process.

- **Educating the public about the new realities of water and the HLC.** The public currently has an entrenched vision of water always flowing in the HLC. Educating the public about why water delivery may not continue as we know it, while engaging in all the positive benefits that might result from this change in use, will present an enormous challenge. Through the efforts of this project, public will be brought up to a common level of understanding of the challenges and realities that face the High Line so that realistic options can be developed.

- **Design of outreach and visioning methodology.** Planning design must integrate the broadest array of citizens and stakeholders, with specific plans to reach traditionally underrepresented populations, low income and minority groups. The outreach will include a public education component that outlines Denver Water's management role and future planning for the HLC. Furthermore, due to the size and the diversity of the region, the process must balance local visioning with planning for the needs and future of entire HLC corridor.

- **Consolidating results of the process including principles, objectives, and recommendations (including implementation analysis and fiscal considerations) into a common vision that guides future planning.** The challenge will be to incorporate the public and stakeholder expectations into a vision document that will provide both general and specific recommendations for how the vision can be implemented. This includes a process that fully considers the multiple and overlapping benefits.

Describe the community benefits of the plan. Provide regional, local and project area maps.
The completed vision document will provide recommendations for short term actions and lead to long term enhancements of the corridor (See Maps). Articulation of the vision will encourage coordination of additional public and private investment and reduce fragmented planning initiatives. Communities up and down the Canal will benefit from this planning project because it incorporates their needs into the vision process. In addition, the visioning process will benefit local governmental entities by providing a summary of public input both along the distinct sections of the Canal as well as a unified vision plan that will benefit long term local efforts. There will be a focus on the development of ideas and plans that provide for the equitable distribution of resources along the corridor.

Due to the significant length of the Canal and Trail, planning will benefit citizens throughout the Denver Metro Area by connecting to community and other regional trails, parks and green spaces. In the South, the HLC trail skirts Chatfield Reservoir, and connects to the Mary Carter Greenway and South Platte Park. The HLC trail links up with Big Dry Creek and the Cherry Creek Greenway Trail. In the North, the HLC has the potential to add to a growing vision for trail connectivity in Aurora and the Sand Creek Greenway (See Maps).

QUESTION 2.
What specific steps will you take to complete the planning process? Identify the specific stakeholders that will be invited to participate in the planning process. Describe how you intend to engage those stakeholders and the general public in the planning process. Will a professional consultant be hired? What tangible products do you intend to result from the planning process? (25 pts)

What specific steps will you take to complete the planning process?

Preplanning and On-Boarding of Consultant Team Performed by HLP Conservancy
To ensure the visioning process and outreach is successful, HLP Conservancy has committed to ongoing relationship building and communications with stakeholders. Therefore, in addition to engagement of a professional planning team, HLP Conservancy will provide many coordination and support services. Listed below are some activities that HLP Conservancy will complete in coordination with the professional consulting team:

- Engage HLCWG members, ensuring their understanding and support of visioning process;
- Public events in advance of the kickoff of the official visioning process to reach out to stakeholders and introduce the planning processes;
- Cultivate relationships and partnerships with civic leaders and organizations to ensure involvement in planning and implementation of the HLC visioning;
- Develop media assets that build a visual story about the HLC that engages the public and outlines the complexity of challenges for the HLC future;
- Build a database, including a comprehensive list of stakeholders, funding partners, organizations and individuals that will be used to advance the public engagement process;
- Develop a website to provide up-to-date information about the HLC and the planning process.

Project Initiation by Professional Consulting Team

- Start up meetings with key stakeholders – identification of goals, objectives and guiding principles;
- Identify relevant information from existing studies and incorporate into planning with maps or other documents that summarize the physical planning efforts to date;
- Establish regular schedule of updates to the stakeholder groups about the process;
- Review data base of stakeholders initiated by HLP Conservancy and enhance as needed;
- Establish mapping resources and conceptual graphics that convey the corridor's value to the region and provide visuals for each of the jurisdictional outreach efforts;
- Determine appropriate engagement tools and techniques to ensure authentic and broad based public input;
- Evaluate use of online tools, smart phones, telephone town halls, youth engagement, open houses, charrettes, workshops and events in design of outreach plan;
- Establish public education plan;

Public Outreach and Visioning by Professional Consulting Team

- Include a minimum of two public events in local communities and additional regional outreach events;
- Hold focus group meetings;

- Provide detailed draft report to key stakeholders for comments;
- Revise draft and present back to key stakeholders;
- Design and conduct public meetings to present the plan;
- Revise plan after public meetings and submit completed plan documents.

Tangible End Products

- Comprehensive database of stakeholders established;
- Summary documents from each of the public outreach efforts;
- An analysis of community values, issues and ideas organized geographically and prioritized, as they relate to future planning;
- An analysis of the implications, benefits and impacts of different use and management options, including impacts on the tree canopy, cost considerations and how such options might interface with the storm water feasibility study;
- An analysis of how vision plans can provide for the equitable distribution of resources along the corridor;
- A listing of new outdoor recreation opportunities, and land acquisition or trail enhancements along the corridor;
- A final vision document that is broadly supported, prioritizes options, and can be used to: 1) demonstrate broad public and stakeholder views and ideas for the HLC by geographic area and for the entire resource; and 2) identify a broadly supported vision and options for the future of the Canal that will guide the development of a master planning process.

Public and Stakeholder Outreach

A consulting team will be engaged to design the public process and methodologies needed to implement the above activities and accomplish the goals of the visioning project. Stakeholder involvement will include but not be limited to the geographic spine of the HLC. The Canal runs through Douglas, Arapahoe, Denver and a small portion of Adams counties. In addition, the Canal travels through South Suburban Parks and Recreation District and the municipalities of Highlands Ranch, Littleton, Centennial, Greenwood Village, Cherry Hills Village, Denver and Aurora. Although these governmental entities and the citizens living in these areas have their own perspectives and points of view, they are united in their commitment to enhancing and protecting the Canal as a unique and historical multiuse recreational amenity. The outreach effort will be designed to ensure participation of a broad and diverse group of stakeholders including, but not limited to, the following: birders and wildlife enthusiasts, equestrians, running and biking groups, school groups, families, elderly, youth groups, health enthusiasts, health care organizations, business and landowners. Design will focus on including input from low income neighborhoods and minority populations.

Existing Stakeholder Groups Serving as Leadership Team

The following groups/organizations will provide support, technical expertise, and structure for review and input during the process.

High Line Partners Conservancy: The HLP Conservancy is distinguished from other stakeholders because it is the only private, non-governmental organization focused on activating communities and community leaders all along the Canal to play a role in determining its future. The Conservancy's mission is to preserve, enhance and sustain the HLC through civic leadership and long term financing. HLP Conservancy will oversee the outreach and vision planning process with Arapahoe County.

Denver Water: Denver Water is a public utility funded by water rates and new tap fees (not taxes) and governed by a five member Board of Commissioners appointed by the Mayor of Denver. Its mission is to meet the water needs of their customers and be a responsible steward to their natural resources.

High Line Canal Working Group (HLCWG): In 2010, this multijurisdictional was formed with leadership from Arapahoe County to secure funding for projects along the Canal that enhance and protect the unique recreational experience it offers. Current members of the HLCWG are elected officials and high level staff from Arapahoe County, City of Aurora, City of Centennial, City of Cherry Hills Village, City and County of Denver, Douglas County, City of Greenwood Village, Highlands Ranch Metropolitan District, City of Littleton, South Suburban Park and Recreation District, and Denver Water. Participating members are Cherry Hills Land Preserve, High Line Canal Preservation Association, South Metro Land Conservancy, South Suburban Parks Foundation, the HLP Conservancy, and the Trust for Public Land.

The Core Team: In the fall of 2012, a core management team of HLCWG formed and has since defined its role as a coordinator and a catalyst for the many different efforts and processes that will need to take place for an eventual decision by Denver Water on the disposition of the Canal.

QUESTION 3.
Describe the need for GOCO funding of the planning process. How might the plan be affected if GOCO funding is not awarded now? How much of your planned cash match is secured? How much of it is yet to be raised and what are your plans for raising those additional funds? (15 pts)

Costs for comprehensive outreach and visioning along the 71 miles of the HLC will be significant. Implementation of the vision will require broad partnership building. There is danger that many of the existing partners will be unable to fully support a future vision that does not establish broader commitment of funding. Therefore GOCO's partnership will be critical to successful planning and implementation of a transformational long term vision. This is a project that will have lasting impacts for the entire region and state and funding for this vision should not be the sole responsibility of Arapahoe County and the jurisdictions along the Canal.

Demonstrating the commitment of outside partners is critical as the multijurisdictional efforts move forward. If GOCO funding is not secured, the project will be delayed and possibly downsized; partnerships may erode. This loss of funds will slow down the project and undermine the delicate balance of support which could impact existing crossing projects, land acquisitions, fundraising endowment building and other efforts to improve the HLC. All of these projects contribute to the quality of life now and in the future along this regional greenway.

The proposed budget sources represents of the project's breadth of impact. The $75,000 from GOCO will demonstrate commitment to the HLC and will leverage $175,000 in foundation and governmental support - $85,000 of the cash match has been secured and we are working with the other jurisdictional members of the HLCWG to secure an additional $25,000. The HLP Conservancy has been engaged in discussions with the Gates Foundation since the Spring of 2014 and is applying for a 2-year HLC planning grant in March with awards determined in June 2015. The projected $65,000 match figure represents what we anticipate will be half of the two year grant. In addition, the HLP Conservancy will provide oversight and significant support services as described in Question 2 of this application.

QUESTION 4.
Public Support/Opposition (10pts)
a. Who is supporting the development of this plan and how are they contributing? Include a maximum of 7 support letters/emails.
In addition to the support offered from the jurisdictions through the HLCWG and the Core Team, Denver Water and Arapahoe County are lending staff resources and leadership as well as operational funding to the HLP Conservancy. Members of the Core Team and HLCWG will be providing varying levels of jurisdictional leadership, staff resources and funding. The Trust for Public Land (TPL) has provided support in the development of the HLCWG and HLP Conservancy. TPL will continue to be an active partner throughout the process.

In addition to the active funding partners and stakeholders listed we have enclosed letters from High Line Elementary School students in Aurora, Bicycle Aurora, equestrian groups, Rocky Mountain Road Runners, the High Line Canal Working Group, High Line Preservation Association, and the Cherry Hills Land Preserve.

b. Do you anticipate any future opposition that may impede implementation of this plan? Is it possible that neighbors, landowners, user groups, or other parties may object to the implementation strategies proposed within the plan? What will you do to ensure that any current or future concerns are addressed?

We are aware of the strong citizen support for continued use of the High Line Canal for water delivery. This is why the public outreach portion of the planning grant includes an educational component. Through effective outreach we have the challenge to change the standard paradigm. Furthermore, our goal is to identify multiple public benefits and opportunities (some that may allow for continued water flow) that can supplant the community demand for the status quo. The message we hope to impart is that despite the HLC's evolution away from primary use as a water delivery system, the Canal can be enhanced for generations to come as a treasured recreational and environmental amenity for the people of the Front Range.

It is highly probable that there will be landowners and users who will object to increased use of the HLC Trail, parking needs, and any change at all. Although, we have not identified any opposition at this time, both the work of HLP Conservancy and the consulting team will focus on balancing needs and concerns with creation of a future vision that is compelling and provides quality of life benefits that outweigh the opposition.

QUESTION 5.
After the plan is completed, what do you plan to do to ensure its successful implementation? What funding sources, other than Great Outdoors Colorado (internal funding sources, public or private foundations, or future partners such as municipalities or local businesses), do you have available or have you considered for implementation? When do you anticipate being able to begin the implementation plan? (10pts)

Partnerships established over the past five years through the HLCWG and more recently enhanced with Denver Water, Urban Drainage and Flood Control District and High Line Partners Conservancy will ensure that implementation steps are being considered throughout the vision planning process. The Core

Team, operating under a Charter, has committed to analyze potential costs, benefits and impacts of different options, assisting Denver Water in understanding implications of different uses and options, and ensuring that each of the local jurisdictions engage in a similar analysis of proposed options relative to their section of the HLC. That commitment, along with the mission of HLP Conservancy to provide civic leadership to enhance, preserve and sustain the HLC, assures that implementation plans will be established. Some of the immediate activities the we plan to initiate within two months of completion are: 1) broadly share the vision plan with key stakeholders, potential funders and the public; 2) identify immediate steps that can be taken toward implementation; 3) undertake scoping of additional planning recommendations, including preparation of a list of components for consideration throughout master planning; and 4) outline a proposed funding plan for implementable recommendations.

HLP Conservancy is committed to cultivating relationships and partnerships with the goal of building long term funding for the future vision of the HLC greenway. Partnership with the funders included in this application will be considered for implementation costs. Some of the additional potential partners include: Gates Foundation, Kaiser, bicycle advocacy organizations, DaVita, UCHSC, Colorado Health Foundation, private businesses along the HLC corridor, Denver Health Foundation, State Health Department, private family foundations and individuals.

QUESTION 6.

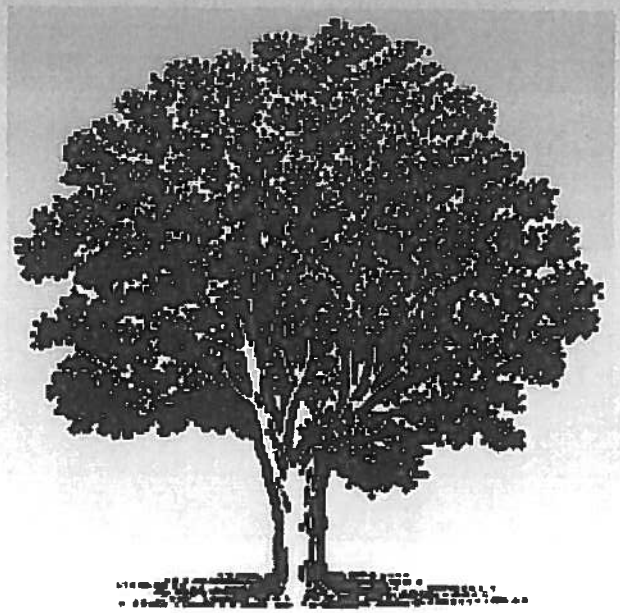
Describe the specific ways in which this project meets GOCO's mission: "To help the people of Colorado preserve, protect, enhance, appreciate and enjoy our parks wildlife, trails, rivers and open space through strategic grants, partnerships and leadership." (10pts)

Over a half million people are walking, riding, running or otherwise using the High Line Canal Trail each year. Many of these people are on the HLC Trail daily and those numbers will grow dramatically with population growth estimates. The HLC is over 71 miles long and 100 feet wide equaling over 800 acres of land that crosses multiple and varied communities (See Maps). By looking for new methods and public benefits for this corridor, this vision plan will be the first step to maximize benefits from an existing resource. The serpentine nature of the HLC could not be designed better as a means of connecting varied communities and neighborhoods. Connecting neighborhood trails and minor spurs to comprehensive trail plans for the region will increase access for commuters, businesses and citizens up and down the HLC corridor. In addition to connectivity, the vision plan will set the groundwork to leverage additional funding for multiple preservation and enhancements plans for the HLC trail.

Significant commitment has been made to initiate long term planning for the HLC; however, we now have all major stakeholders at the table proposing this planning initiative as *the* step the community has needed. GOCO's support is key to the strategic leveraging of funds, and will certainly confirm the value of this project to the region and the State.

Letters of Support

Planning Grant Application



ARAPAHOE COUNTY
OPEN SPACES

HIGH LINE CANAL WORKING GROUP

February 20, 2015

The State Board of Great Outdoors Colorado
303 East 17th Avenue, Suite 1060
Denver, CO 80203

Dear Members of the Board:

As members of the High Line Canal Working Group (HLCWG), we fully support the Arapahoe County Open Spaces planning grant application to Great Outdoors Colorado for visioning and community engagement to be spearheaded by the High Line Partners Conservancy. Our working group has recommended that Arapahoe County provide $30,000 towards the match for this GOCO planning grant application.

This planning grant signifies an opportunity to ensure the long-term importance of the High Line Canal greenway as a treasured community resource. In July of last year, the High Line Canal Working Group gave its consensus endorsement to the High Line Partners Conservancy to independently engage civic and community leaders across all of the neighborhoods along the High Line Greenway and to foster a constructive futures dialogue that will lead to a unified vision for the many ways that the High Line Canal can benefit the public.

This proposal is consistent with the purpose of the High Line Canal Working Group to "enhance and protect the unique recreation experience along the High Line Canal." The High Line Canal Working Group collaborates to promote trail development, recreation opportunities, land acquisition, and conservation on the land adjacent to the High Line Canal for residents of Arapahoe, Denver, Douglas and Adams Counties. The working group consists of elected officials and senior staff from cities, counties, recreation districts, public organizations, non-governmental organizations and Denver Water. We seek to build consensus and cooperatively leverage funding to advance projects that enhance the recreational experience along the High Line Canal.

Your full consideration of this grant application will ensure High Line Canal users in neighboring communities such as ours will have ever improving access to trails, parks and natural areas.

Sincerely,

The High Line Canal Working Group
(Please see next page for membership.)

HIGH LINE CANAL WORKING GROUP

High Line Canal Working Group Members:
The High Line Canal Working Group includes consensus members who are elected officials and senior staff from the following public entities:

Arapahoe County
- Nancy Sharpe, Commissioner
- Nancy Jackson, Commissioner (alternate)
- Shannon Carter, Open Spaces Program

City of Centennial
- Vorry Moon, City Council
- Daniel Krzyznowski, Principal Planner

City and County of Denver
- Peggy Lehmann, City Council
- Jay Henke, Parks and Recreation Department

Douglas County
- Jill Repella, Commissioner
- Randy Burkhardt, Parks, Trails & Building Grounds

Highlands Ranch Metropolitan District
- Carrie Ward, Parks, Recreation & Open Space

South Suburban Parks and Recreation District
- Pam Eller, Board of Directors
- Dave Lorenz, Executive Director

City of Aurora
- Bob LeGare, City Council
- Tracy Young, Parks, Recreation & Open Space

City of Cherry Hills Village
- Laura Christman, Mayor
- Jay Goldie, Public Works

Denver Water
- Brandon Ransom, Recreation

City of Greenwood Village
- Denise Rose, City Council
- Suzanne Moore, Parks, Trails & Recreation

City of Littleton
- Bruce Beckman, City Council
- Mike Braaten, Deputy City Manager

The High Line Canal Working Group also includes the participation of the following

Arapahoe County Open Space & Trails Advisory Board	Sharon Powers
Aurora Open Space Advisory Board	Michael Rosser
Cherry Hills Land Preserve	Klasina VanderWerf
High Line Canal Preservation Association	Tom Waymire
High Line Partners Conservancy	Harriet LaMair
South Metro Land Conservancy	Bobbie Sheffield
Trust for Public Land	Justin Spring

February 26, 2015

Great Outdoors Colorado
303 E. 17th Avenue, Suite 1060
Denver, CO 80203

Dear Members of the GOCO Board:

On behalf of Bicycle Aurora, I am writing to show our support for The High Line Partners Conservancy's planning grant for a public-driven visioning process for the High Line Canal Trail.

Bicycle Aurora is a group of concerned volunteer citizens and businesses interested in improving the quality of bicycle trails and routes throughout Aurora. Founded over fifteen years ago, we work to promote a safe, planned and connected bicycle system to enhance the quality of life in our community.

As you know, the High Line Canal is truly a regional asset – not just for bicyclists, but for families, dog walkers, and nature lovers. In Aurora the trail is enjoyed by horse riders and countless students who use the path daily to safely reach their school. At the eastern end of the Canal, those of us enjoying the trail in Aurora also see firsthand some of the issues confronting it, namely dying trees and dwindling wildlife habitat.

We support the Conservancy's goal to look at the trail from a comprehensive viewpoint and to see it become a sustainable, regional greenway. Their proposal to engage in public outreach with trail users, businesses and neighbors along its length is a thoughtful approach to a complex process. We feel these efforts will provide a broadly supported vision of possibilities for the future of the High Line Canal and is a critical first step.

Please help ensure the viability of the Canal trail by supporting this proposal.

Sincerely,

Tom Tobiassen
Bicycle Aurora

Dear GOCO (Great Outdoors Colorado),

My name is Ashton

I am in 5 grade at Highline Elementary School.

Please fund the grant for the High Line Canal. I like it because

It helps me get home

and use it for

to get home to my mom

Draw and color why you like it or how you use it.

High Line Canal Preservation Association
950 S. Cherry St., Suite 110 Denver, CO 80246
303-355-6181

February 27, 2015

The State Board of Great Outdoors Colorado
303 E 17th Av, Suite 1060
Denver, CO 80203

Dear Members of the Board:

We wish to support the $75,000 Planning Grant requested by the Arapahoe County.

Our organization is made up of families who live along and/or use the High Line Canal Trail and appreciate its significance to the citizens of Metro Denver. The High Line Canal has become more than merely a water conveyance, although water flow is important to the tree canopy and for alluvial water. As water becomes increasing scarce in our semi-arid climate, we need to be careful about the use of water in the Canal.

But what to do? We oppose the discontinuation of having water in the Canal. But some accommodations need to be made. But what ones? These are difficult problems facing the High Line Canal.

Besides governmental entities, the High Line Partners Conservancy group plus our organization are seeking to develop a future plan for the High Line Canal. Arapahoe County has the willingness to help develop such a plan. But money needs to be raised in order to pay for the research and studies that will help guide the planning process.

We therefore encourage the GOCO Board to seriously consider the $75,000 Planning Grant request.

Cordially yours,

Tom Waymire

Tom Waymire
President

March 1, 2015

Dear Board of Great Outdoors Colorado:

Rocky Mountain Road Runners is one of the largest running clubs in Denver. We have over 500 members from all areas of the Denver metro area. Our membership is diverse in many ways - gender, age, ability - but we all share a common love of running. We want you to know of our support for the Arapahoe County and High Line Partners Conservancy planning grant for the High Line Canal.

Finding places for longer training runs can be a challenge in Denver, especially when you're with a few partners. The High Line Canal is a fantastic place for these longer runs - away from traffic, broad tree-lined path, and lots of fellow walkers, runners and bikers out to enjoy the trail. It's common to run into friends during those trips because everyone enjoys this great resource.

There's plenty of room for improvement, though. Street crossings create car-runner interaction that aren't always friendly. Running routes to the Canal can be tricky, and parking at some access points is a challenge. The Canal also crosses many jurisdictions, so getting approval for activities using longer stretches takes a lot of time and effort. As a running club, that's an issue that's of particular interest!

The High Line Canal is a wonderful resource with amazing potential. We're supportive of the planning effort that High Line Partners Conservancy and Arapahoe Country are beginning, and we're excited about Denver Water's commitment to work with this group. The High Line Canal could be the backbone for an enhanced trail system for the entire metro area, and THAT is something that would benefit the Denver metro area for years to come.

Please support this planning effort and help make an enhanced, improved High Line Canal trail system become a reality.

Thank you,

Rocky Mountain Road Runners Board of Directors
David Rothenburger Ken Shimada
Stephanie Struble
Lisa Champeau
Maria Le Page
Dave Cunningham
Leslie Mitchell
Anne Gross
Deb Cunningham
Scott Newman
Jimmy Funkhouser
Michael Le Page
Hilarie Ryals
Lisa Wilson
Janet Fairs

3-2-2015

Dear Board of Great Outdoors Colorado (GOCO),

On behalf of the equestrian community in Cherry Hills Village, I would like to write in support of the Arapahoe County and High Line Partners Conservancy planning grant for the High Line Canal (HLC).

The HLC is a tremendous resource for equestrians. Long trail rides on the canal path between points in Littleton, Greenwood Village, and Cherry Hills Village are not uncommon for our equestrian users. We appreciate the wonderful, peaceful riding resource available within a busy metropolitan city.

However, there is much more that could be done to improve the HLC for horse enthusiasts. Addressing the complimentary, and conflicting needs of multiple users, including bikers, and pedestrians would improve the trail and recreational experience for all. We are delighted to support an initiative that would address consistent trail-sharing, uniform signage, and designation of appropriate paths for different uses throughout the different municipalities. Local connectivity on trails to the HLC is an area where planning could be helpful in maximizing the access, and potential use of this beautiful trail artery by equestrians.

It would be helpful to coordinate, and improve major street crossings between communities to address safety needs for all trail users, and particularly horses and their riders, especially as the HLC approaches downtown. This well-loved canal recreational trail can provide so many outdoor opportunities for our entire region. What better way to support the great outdoors of Colorado, and respect the state's historical horse-centered heritage than to provide excellent planning for a multi-use trail for a variety of users, including the equestrians.

We are uniformly in support of this planning effort. Denver Water's commitment to working with High Line Partners Conservancy and Arapahoe County in visioning the future of the canal is a unique opportunity for enhanced recreational opportunities for the equestrian users within Denver.

Very sincerely yours,

Lucinda Greene

Lucinda H. Greene, Equestrian Liaison

Cherry Hills Village

Parks, Trails and Recreation Commission

3-1-15

Dear GOCO (Great Outdoors Colorado),

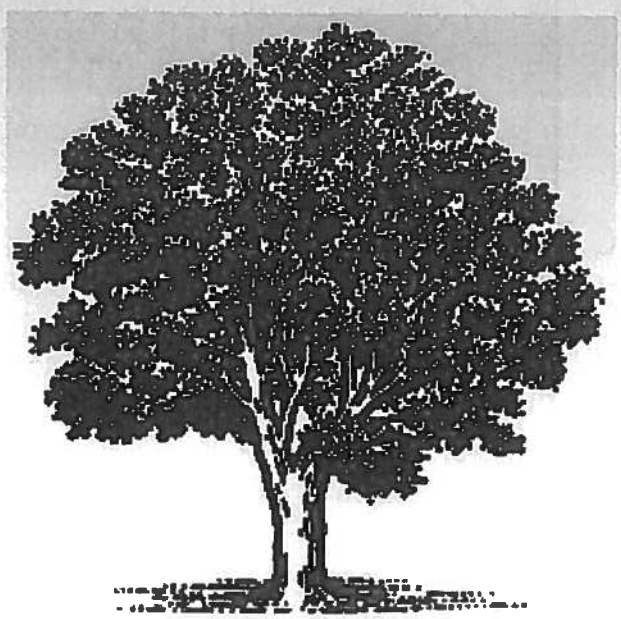
Please fund the grant for the High Line Canal (HLC)

My family lives pretty close to the HLC. We use it all the time for walking our dogs, running, riding bikes ect.
Usually when I walk down the HLC I feel like insted of walking for hours I would like to rent or borrow a horse for riding for a while. Also, in Majorie Perry Park there is a little place with rocks, water and cattails. Above that there is a big open space, I think there would be a good place to have picnic tables for a lunch while you are walking. My family loves this trail and we would love to help improve it for the other people in our community. People today are so busy with work and being on their phones that they never enjoy anything around them. I want to help people enjoy the nature and wildlife around them by adding theese few changes to the High Line Canal.

Thank You,
Aimi
12 years old
7th grade
West Middle School
Greenwood Village, CO

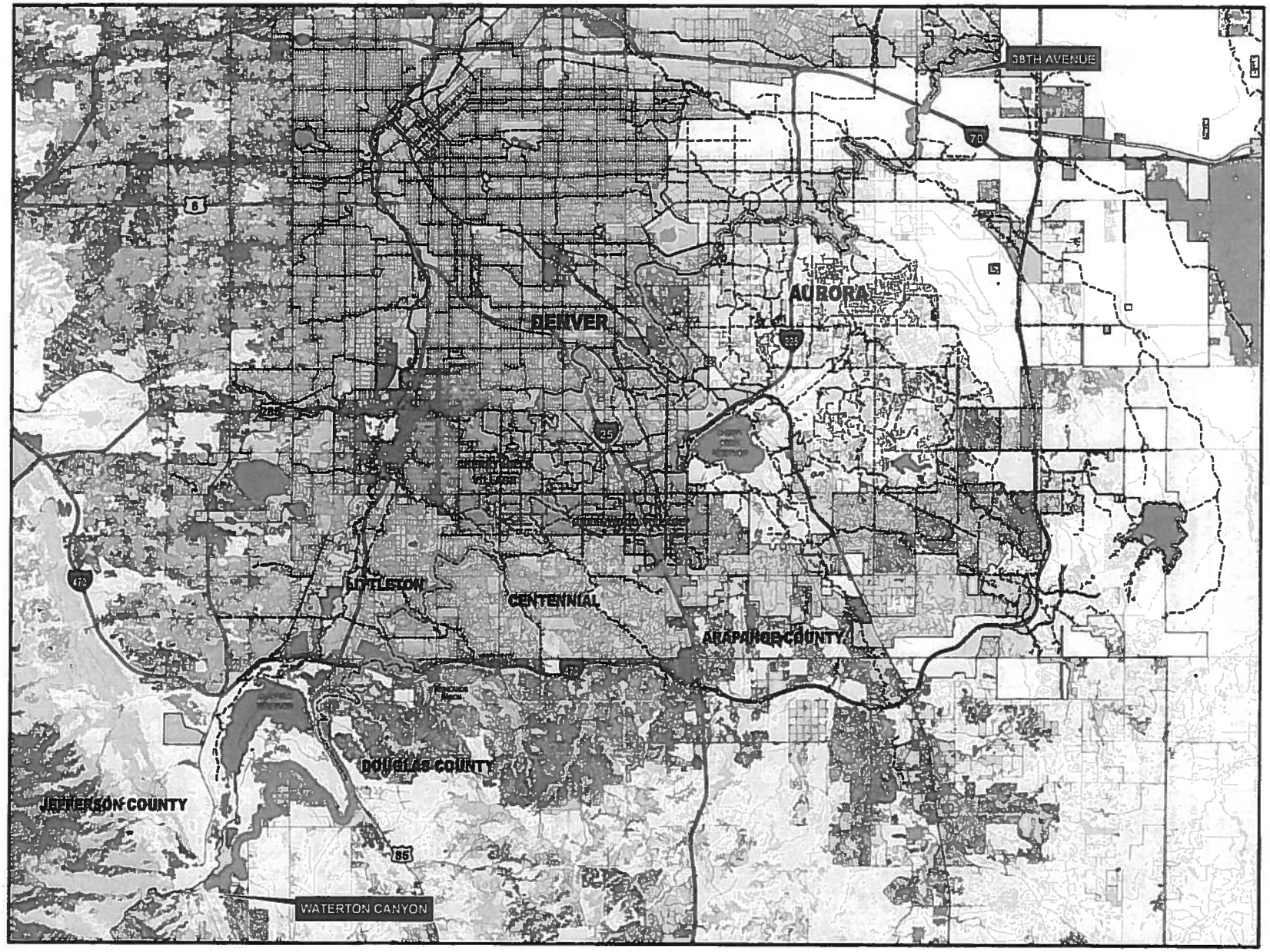
Maps

Planning Grant Application



ARAPAHOE COUNTY
OPEN SPACES

HIGH LINE CANAL TRAIL CORRIDOR

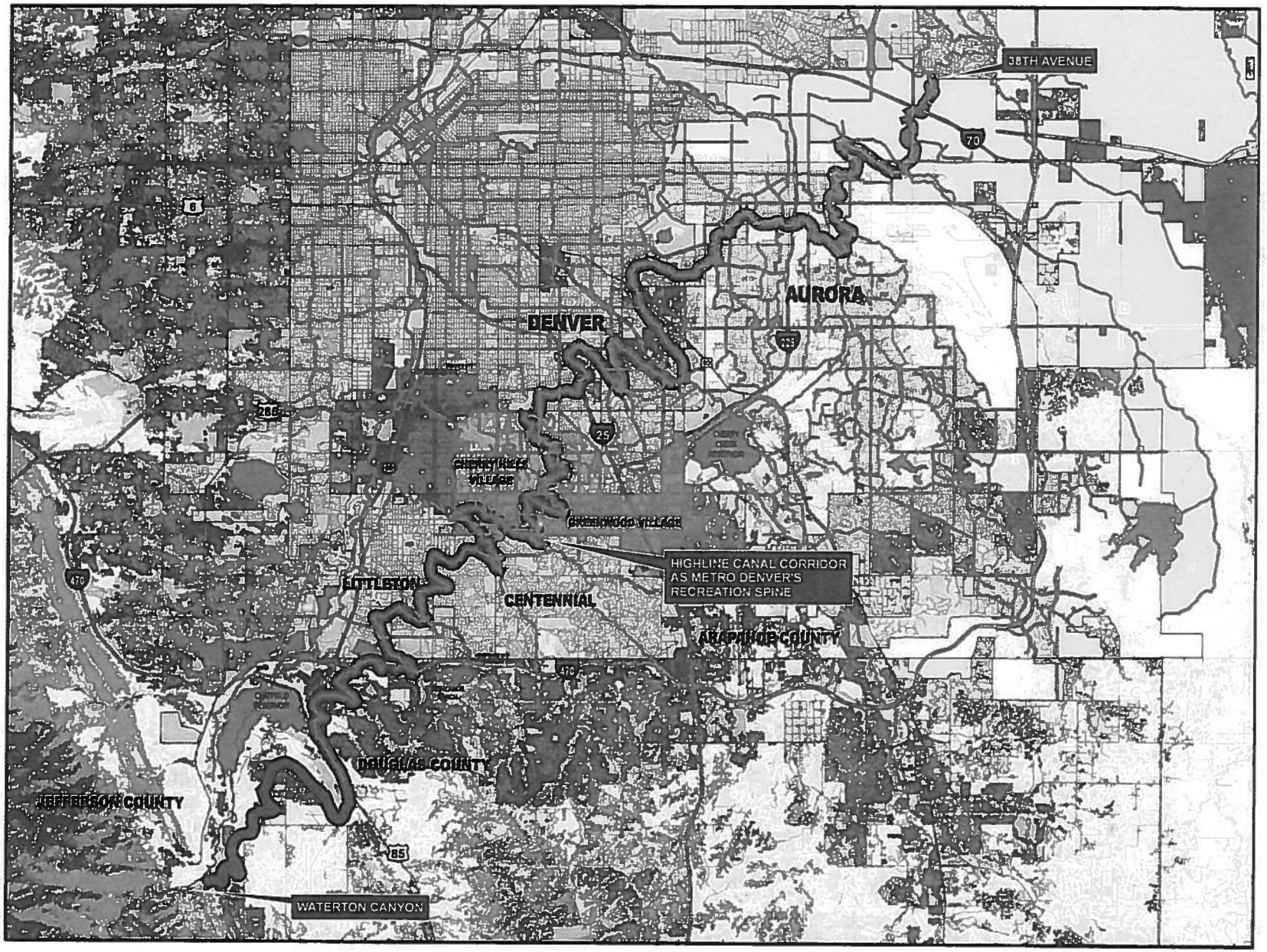


N
W E
S

HLC TRAIL CORRIDOR

STREETS & ROADS
TRAIL/BIKEWAY
LAKE/POND
STREAM

HIGH LINE CANAL TRAIL CORRIDOR



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HIGHLINE CANAL TRAIL CORRIDOR

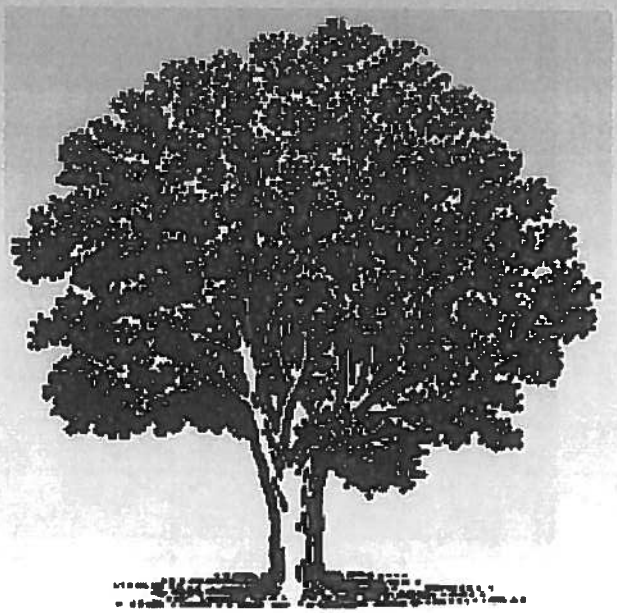
EXISTING DESIGNATED TRAIL CORRIDORS

STREETS & ROADS
LAKE/POND
STREAM

LINKAGES TO OTHER TRAILS

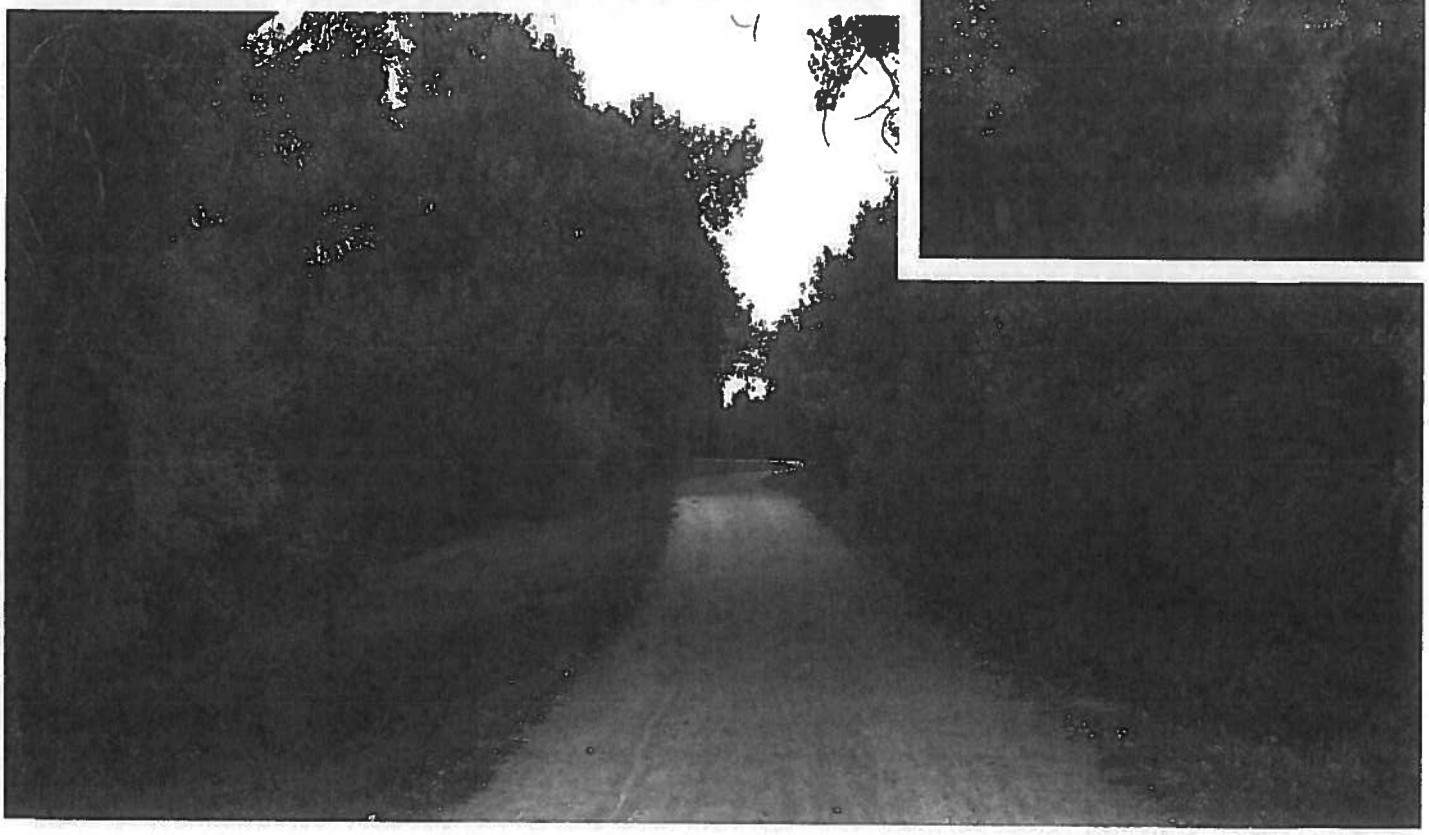
Photos

Planning Grant Application



ARAPAHOE COUNTY
OPEN SPACES

High Line Canal & Trail



High Line Canal & Trail

ORDINANCE NO. 9
Series 2015

September 1, 2015: Introduced as Council Bill 5, Series 2015 by Mayor Pro Tem Alex Brown, seconded by Councilor Klasina VanderWerf and considered in full text on first reading. Passed by a vote of 6 yes and 0 no.

September 15, 2015: Considered in full text on second reading. Passed by a vote of 6 yes and 0 no.

A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE
AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO ARAPAHOE COUNTY FOR THE SUPPORT OF THE HIGH LINE CANAL CONSERVANCY EFFORTS
FOR FISCAL YEAR 2015

WHEREAS, by Ordinance No. 9, Series 2014, the City Council approved the 2015 budget and appropriated funds in accordance with such budget; and

WHEREAS, the City Council is authorized by Section 9.10 of its Home Rule Charter to make additional appropriations by ordinance during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, the City Council desires to support the efforts of High Line Canal Conservancy to preserve, protect and enhance the Canal for the public benefit; and

WHEREAS, the Conservancy has asked jurisdictions through which the Canal passes to help fund its long term planning initiative; and

WHEREAS, Arapahoe County ("County") has allocated funds from its annual Open Space budget and obtained a planning grant from the State Board of Great Outdoors Colorado Trust Fund ("GOCO") to support the Conservancy's planning efforts for the High Line Canal; and

WHEREAS, the City Council desires to make an additional appropriation of $10,000 toward the GOCO grant to be administered by the County pursuant to an intergovernmental agreement to be entered into between the City and the County; and

WHEREAS, in accordance with Section 9.10 of the Charter, the additional appropriation contemplated herein does not exceed the amount of estimated and actual revenues in budget year 2015.

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

Section 1. That the 2015 Budget and Appropriations is hereby amended and supplemented by increasing the following funds and accounts, to-wit:

General Fund 01-411-6068	From	To
As determined on or before December 31, 2015		
Miscellaneous Expenses	$32,000.00	$42,000.00

Section 2. The City Council hereby ratifies all expenditures heretofore and hereafter made pursuant to this supplemental appropriation ordinance.

Adopted as Ordinance No. 9, Series 2015, by the City Council of the City of Cherry Hills Village, Colorado this 18th day of August, 2015.

(SEAL)

Laura Christman, Mayor

ATTEST:

Laura Smith, City Clerk

APPROVED AS TO FORM:

Linda C. Michow, City Attorney

Published in the Villager
Published: 9-24-15
Legal # 5934

CITY OF CHERRY HILLS VILLAGE
ADOPTION OF ORDINANCE
ORDINANCE 9, SERIES 2015

A Bill for an Ordinance of the City of Cherry Hills Village Approving a Supplemental Appropriation to Arapahoe County for the Support of the High Line Canal Conservancy Efforts for Fiscal Year 2015.

Copies of the Ordinances are on file at the office of the City Clerk and may be inspected during regular business hours.

Published in The Villager
Published: September 24, 2015
Legal # 5934

CHERRY HILLS VILLAGE
COLORADO

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

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

ITEM: 9a

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT A. ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: 4501 S. MONROE LANE – REQUEST FOR A FLOODPLAIN DEVELOPMENT PERMIT AND FLOODPLAIN MAP AMENDMENT (PUBLIC HEARING)

DATE: OCTOBER 6, 2015

ISSUE:
Should the City Council approve a request by 4501SM, LLC for approval of floodplain development permit and floodplain map amendment pursuant to Article XVII of the Zoning Ordinance for property located at 4501 S. Monroe Lane (see Exhibit A for Vicinity Map).

SUMMARY OF REQUEST:
The proposal includes restoration and realignment of a portion of Greenwood Gulch through the applicant's property. No structures are proposed to be located in the floodplain as part of the current request. The applicant states that the purpose of the project is to return the channel to a more natural state and to flatten the bank slope so that horses may safely cross the channel. The applicant has submitted a floodplain development study and associated application materials, including a letter certifying that the proposed development would cause no rise to the base flood elevations (see Exhibit B for application materials).

ZONING AND SURROUNDING LAND USE:
The subject property is zoned R-1, 2.5-Acre Residential District and is approximately 20 acres in size. A new residence is currently under construction on the east side of the property. Properties to the north are zoned R-1 and developed with single family residences. Properties to the west are zoned R-3, developed with single family residences and part of the Cherryridge Neighborhood. Properties to the south are zoned R-1 and O-1 and include a single family residence and part of the Glenmoor Country Club golf course. The property to the east is Kent Denver School.

CODE REQUIREMENTS:

Floodplain Development Permit:

Municipal Code Section 16-17-60 outlines procedures and criteria for floodplain development permits. No structure or land may be constructed, located, extended, converted, altered or improved within the floodplain, unless specifically authorized by the City Council as an exception to the floodplain regulations. An applicant must also demonstrate that the development will not cause a rise in base flood elevations.

Floodplain Map Amendment:

Municipal Code Section 16-17-80 outlines the requirements for amendments to the floodplain boundary. The existing boundaries may only be amended by action of the City Council after a public hearing, and only after presentation to the City Council of competent engineering data and study acceptable to the City Council establishing the basis and justification for such amendment.

ANALYSIS:

Floodplain Development Permit:

The following table lists the review criteria outlined in Municipal Code Sec. 16-17-70 with staff's recommended findings:

Table 1: Floodplain Development Permit Review Criteria and Staff Findings

Criterion	Staff Finding
The danger that material may be swept onto other lands to the injury of others. [Section 16-17-60(a)(1)]	Criterion met. Only grading and erosion control landscaping are proposed in the floodplain. The erosion control landscaping is designed to not be swept away during flooding events.
The danger to life and property due to flooding or erosion damage. [Section 16-17-60(a)(2)]	Criterion met. The engineering consultant has provided a floodplain analysis and certification demonstrating that there will be no rise in the base flood elevations to up or down stream properties or on the applicant's property. Thus, the proposed development is not anticipated to have an impact on flooding or erosion.
The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners. [Section 16-17-60(a)(3)]	Criterion met. The home that is under construction is elevated several feet above the base flood elevations. The restored channel is being designed to withstand flood damage and erosion.
The importance of the services provided by the proposed facility to the community. [Section 16-17-60(a)(4)]	Criterion not applicable. No community services are proposed with the development.
The necessity to the facility of a waterfront location, where applicable. [Section 16-17-60(a)(5)]	Criterion not applicable. The facility is not a waterfront location.

Table 1: Floodplain Development Permit Review Criteria and Staff Findings Cont.

Criterion	Staff Finding
The availability of alternative locations, for the proposed use, which are not subject to flooding or erosion damage. [Section 16-17-60(a)(6)]	Criterion met. The channel alignment is generally in the current flow path of the gulch. By the nature of a channel alignment project, there are not alternative locations for this type of work outside the floodplain.
The compatibility of the proposed use with existing and anticipated development. [Section 16-17-60(a)(7)]	Criterion met. The proposed development will not conflict with the anticipated development of the lot as a single family residence.
The relationship of the proposed use to the comprehensive plan and floodplain management program for that area. [Section 16-17-60(a)(8)]	Criterion met. The City Master Plan states: "Discourage new structures and improvements to existing structures within a floodplain unless such improvements are in compliance with the Village's floodplain regulations...." The Floodplain Development Application and corresponding Floodplain Study and supporting documentation have been reviewed for compliance with the Village's floodplain regulations by the City Engineer and are recommended for approval. The Master Plan also includes the following relevant strategies: "Encourage the use of natural materials to address drainage and erosion issues or other impacts to development." "Work cooperatively with institutions and large parcel owners to protect land and water areas that are important to natural vegetation and to wildlife habitat." The proposed channel restoration is designed with natural materials such as rock and logs and is intended to return the channel to a more natural state. Maintenance of the channel will help support natural vegetation and wildlife habitat.
The safety of access to the property in times of flood for ordinary and emergency vehicles. [Section 16-17-60(a)(9)]	Criterion met. Access to the property is from S. Monroe Lane. This access drive is located outside of the special flood hazard area.
The expected heights, velocity, duration, rate of rise & sediment transport of the flood waters & the effects of wave action, if applicable, expected at the site. [Section 16-17-60(a)(10)]	Criterion met. Based on the hydraulic analysis provided by the engineering consultant, the proposal is not expected to increase the velocity, height, duration, rate of rise or sediment transport of the floodwaters.
The costs of providing gov't services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges. [Section 16-17-60(a)(11)]	Criterion met. The utility main lines will not be altered with the proposed development; and thus, the impact of flood conditions on the existing utilities will not be altered.

Table 1: Floodplain Development Permit Review Criteria and Staff Findings Cont.

Criterion	Staff Finding
Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. [Section 16-17-60(d)(1)]	Criterion not applicable. There are no known historic structures on the property.
Authorization shall not be issued within the 100-year flood plain if any increase in flood levels during the base flood discharge would result. [Section 16-17-60(d)(2)]	Criterion met. The hydraulic analysis provided by the engineering consultant indicates that the scope of work will not result in any increase in base flood elevations.
Authorizations shall be issued only upon a determination that the same is the minimum necessary, considering the flood hazard, to afford relief. [Section 16-17-60(d)(3)]	Criterion met. The proposal is limited to restoring the channel to more natural state and to provide a safer crossing for horses on the property. Staff finds that the proposed scope of work is reasonably limited to achieve a more natural channel and safe crossing (see September 8, 2015 Wilson and Company Memorandum for applicant's response to this criterion – Exhibit B).
Authorizations shall only be issued upon: *a) A showing of good and sufficient cause.* *b) A determination that failure to grant the authorization would result in exceptional hardship to the applicant; and* *c) A determination that the granting of an authorization will not result in increased floodway elevations, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances."* *[Section 16-17-60(d)(4)]*	Criterion met. (See September 8, 2015 Wilson and Company Memorandum for applicant's response to this criterion – Exhibit B.) a. Good and sufficient cause exists given that the current channel was likely historically aligned for agricultural purposes and the proposal is limited to returning the channel to a more natural state and to make the crossing safer for horses. b. Failure to grant the authorization will prevent the applicant from adequately stabilizing the bank and controlling erosion. c. According to the information submitted by the applicant, the proposed improvements will not result in an increase in the base flood elevations. Nor has staff received any information indicating that the granting of authorization would result in additional threats to public safety, extraordinary public expense, the creation of nuisances, or the causing of fraud on or victimization of the public or conflict with existing local laws or ordinances.

Floodplain Map:
The following table addresses the review criterion for floodplain map amendments outlined in Municipal Code Sec. 16-17-80 with staff's recommended finding:

Table 1: Floodplain Map Amendment Review Criteria and Staff Findings

Criterion	Staff Finding
The existing boundaries of the floodplain may from time to time be amended, but only by action of the City after a public hearing thereon, and only after presentation to the City Council of competent engineering data and study acceptable to the City Council establishing the basis and justification for such amendment. [Section 16-17-80]	Criterion met. The technical criteria and no rise certification provided by the applicant's engineer have been reviewed for compliance with the Village's floodplain regulations by the City Engineer and are recommended for approval.

PUBLIC NOTICE AND COMMENT:
A minimum of 15 days prior to the hearing date the applicant was required to mail notice of the hearing to all adjacent property owners by certified mail with return receipt requested and post a public notice sign on the property facing the adjacent roadway. Notice of the hearing was also published in the September 17, 2015 edition of The Villager newspaper and was posted on the Village Center notice board and Village web site. All notice requirements have been met. No public comment letter or emails have been submitted to staff.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission reviewed the request at their September 8, 2015 meeting and voted unanimously to recommend approval of the request as submitted (see Exhibit C for minutes).

STAFF RECOMMENDATION:
Staff recommends approval of the proposed Floodplain development permit and floodplain map amendment as submitted.

RECOMMENDED MOTION:
"I move to recommend approval of the proposed Floodplain Development Permit and floodplain map amendment for 4501 E. Quincy Avenue as submitted based on the findings outlined in the October 6, 2015 staff memorandum."

ATTACHMENTS:

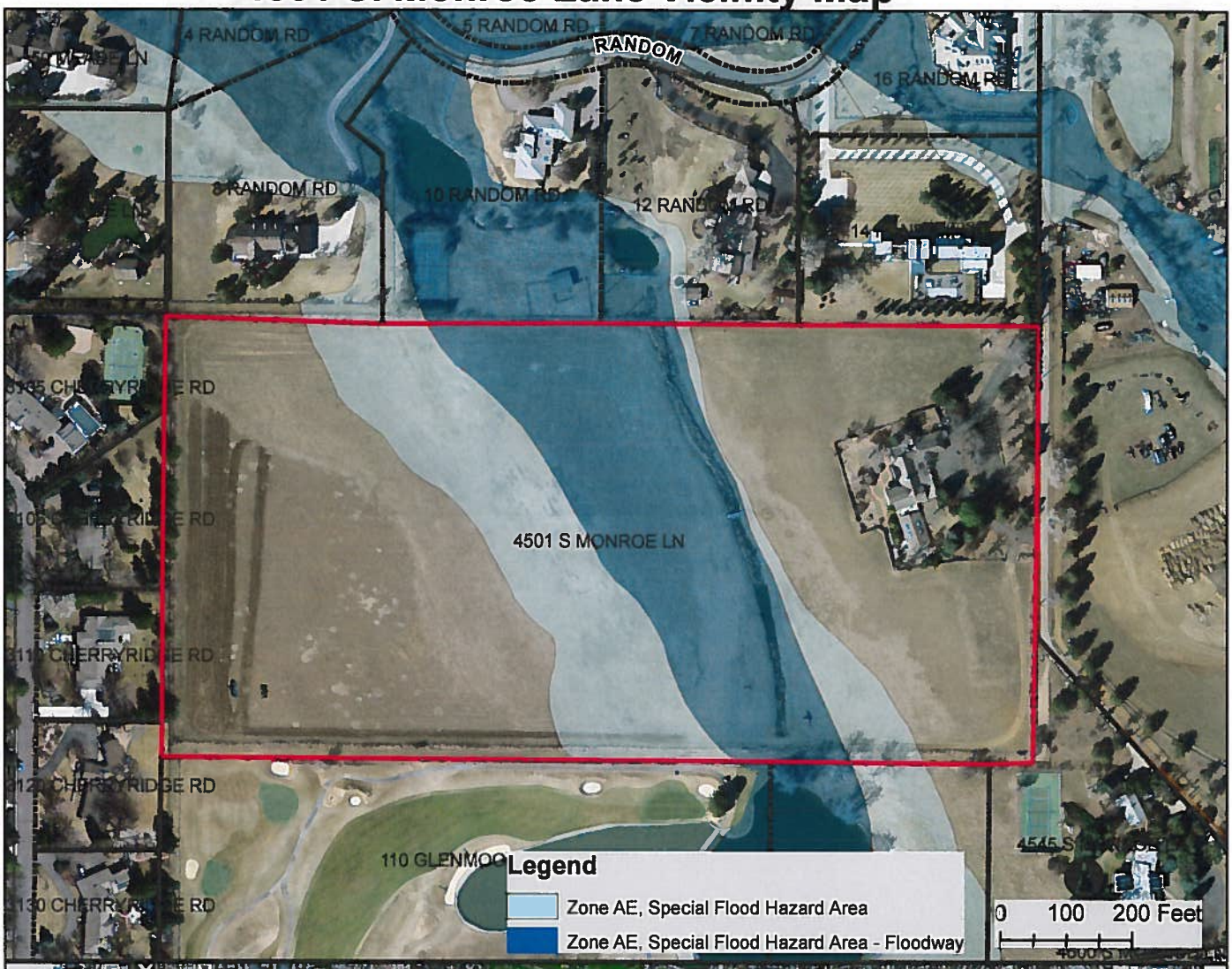
Exhibit A: Vicinity Map

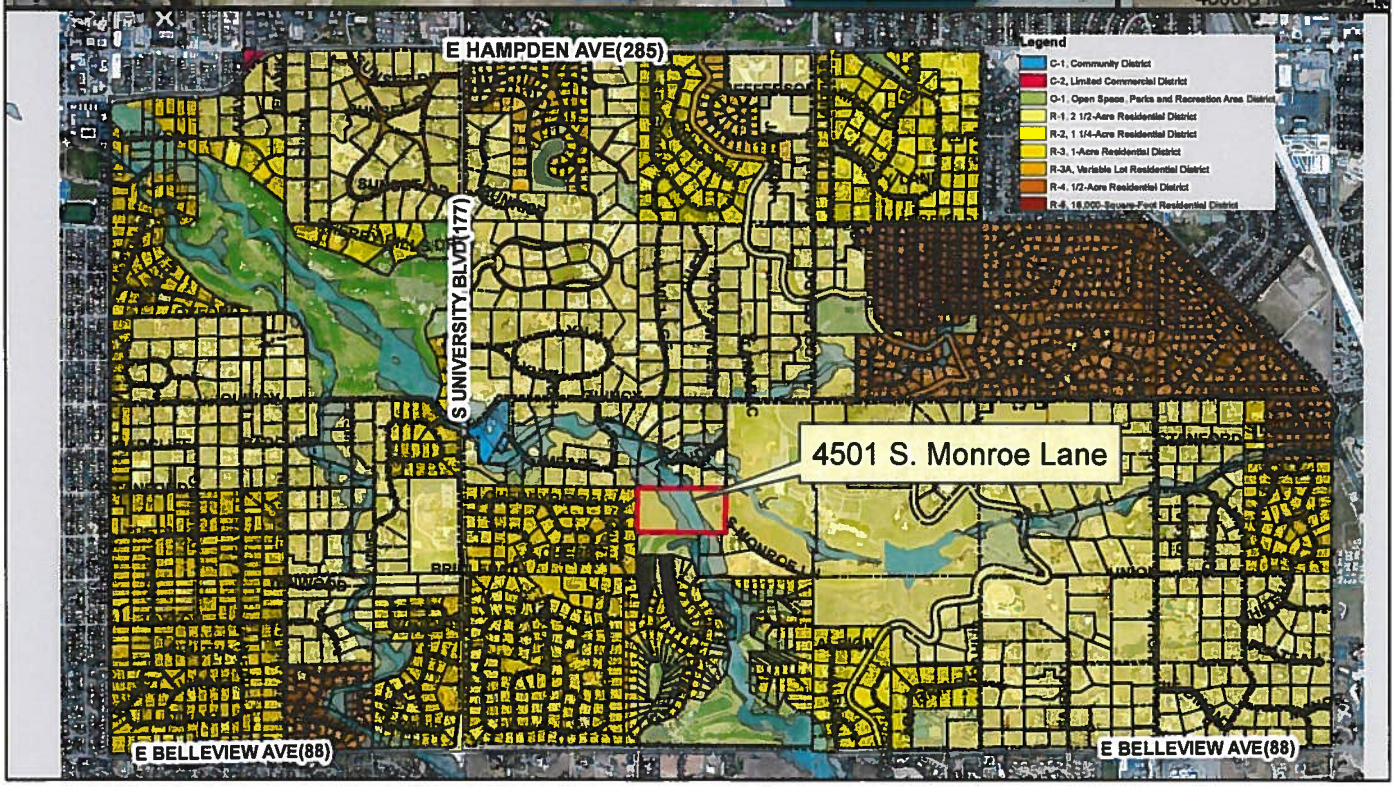
Exhibit B: Floodplain development permit and Floodplain Map Amendment Application Materials

Exhibit C: September 8, 2015 Draft Planning and Zoning Commission Minutes

4501 S. Monroe Lane Vicinity Map

Exhibit A





WILSON & COMPANY

Alaska
Arizona
California
Colorado
Florida
Kansas
Louisiana
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

Memorandum

To: Robert Zuccaro, AICP: Community Development Director
City of Cherry Hills Village

From: Steven J. Salazar, PE

Date: September 3, 2015

Re: 4501 S. Monroe Ln. Flood Development Permit – Municipal Code Findings

---

The purpose of this memorandum is to present the following information to support the Flood Plain Development Permit and subsequent findings as presented below in the Municipal Code Section 16-17-60(d)(3) and (4). The criteria is presented below along with the Responses.

> *Municipal Code Sections 16-17-60(d)(3) and (4) requires a findings that "Authorizations shall be issued only upon a determination that the same is the minimum necessary, considering the flood hazard, to afford relief" and "Authorizations shall only be issued upon: a. A showing of good and sufficient cause; b. A determination that failure to grant the authorization would result in exceptional hardship to the applicant; and c. A determination that the granting of an authorization will not result in increased floodway elevations, additional threats to public safety or extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances."*

Response:

a. The existing channel in its current state, is mostly comprised of vertical, incised banks (see Figure 1) due to years of flood damage with no remediation or restoration. At some point in the past the channel was straightened and re-aligned in the creek bottom, most likely due to increasing the farmable area at the property. The proposed project will add sinuosity and habitat and provide a more natural channel. The existing channel has been straightened and has limited habitat. The proposed project will add sinuosity and habitat to provide a more natural channel, while promoting best management practices to stabilize and restore the channel banks.

b. The proposed plan for the property is to utilize the majority of the area as an equestrian pasture and riding arena. The owners are very concerned with the current creek condition both in a degrading and operational state, as well as the safety for the horse to traverse the creek in a safe manner. If a horse were to get into or traverse the creek, they would not be able to get out due to the vertical and incised banks (see Figure 1) or could ultimately cause damage to the horse. Additionally, there is a concern that a horse could get stuck in the very soft creek bottom. Currently, the only place a horse could cross over to the west side of the property is the access road to the south. The proposed creek restoration project would allow the horses to cross the creek anywhere on the property as the vertical creek banks will be eliminated and restored. The project will provide a stabilized channel with reduced erosion while providing a safe and traversable slope with 4:1 slopes.

Figure 1

c. We have provided the analysis, engineering, and data (as demonstrated on the effective model exhibit) necessary to show the granting of an authorization will not result in increased floodway elevations, additional threats to public safety or extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances. All Flood Permit requirements have been met and the zero rise requirement has been accomplished while promoting a restored channel within the subject property.

HIGHER Relationships

EXHIBIT B

WILSON & COMPANY

Alask
Arizo
California
Colorado
Florida
Kansas
Louisiana
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

Memorandum

To: Robert Zuccaro, AICP, Community Development Director
City of Cherry Hills Village

From: Steven J. Salazar, PE # 44471

Date: June 18, 2015

Re: 4501 S. Monroe Ln.: Flood Development Permit

The purpose of this memorandum is to present the following information to support the Flood Plain Development Permit submittal for Stream Restoration located at 4501 S. Monroe Ln for the owner 4501SM, LLC.

Hydraulic calculations have been performed to obtain floodplain information for the existing and proposed earthen channel. The flows were obtained from the HEC-RAS model based on the Flood Insurance Study (FIS) for Arapahoe County, Colorado prepared by the Federal Emergency Management Agency (FEMA) Study. The channel that runs through the project site is the Greenwood Gulch and has a 100 year flow rate of 2,640 cubic feet per (cfs) second. The effective model and proposed floodplain were modeled in HEC-RAS using the hydrology results from the FIS study.

The HEC-RAS cross section locations were determined from the HEC-RAS model for the FIS study. Additional cross sections were added for more detail through the project site. They were generated using Digital Elevation Maps (DEM) provided by the city of Cherry Hills Village. ACAD 2014 was used to create cross sections and then exported to HEC-RAS. After the cross sections were completed the information was imported into the Floodplain mapper function within HEC-RAS. The floodplain mapper was ran for the effective model and the proposed conditions. The analysis demonstrates that the proposed stream restoration improvements will not cause any rise to the effective model flood plain within the owner's property.

In addition to the above information we have submitted the following:

- Site Development plans for channel improvements for stream rehabilitation
- Corrected Effective Model for existing and proposed improvements
- Effective Model exhibit

A CWA Section 404 Nationwide permit will be submitted and approved prior to any construction activities.

Please contact me with any questions or comments regarding the information contained in this memorandum at 303-501-1239, or email at steve.salazar@wilsonco.com.

HIGHER Relationships

THE CITY OF CHERRY HILLS VILLAGE
FLOOD PLAIN DEVELOPMENT PERMIT

Office Use Only
Date Recv'd _____
Application Fee $300 _____
+ $50/Lot or Unit _____
Escrow $3,000 _____

Date: 4-15-2015

Application Information

Parcel Number

Permit Number

Owner 4501SM, LLC	Telephone: 303-825-0778
Address 1550 Larimer St. #895	Joseph Proietti
Engineer WILSON & Company	Telephone: 303-601-1239
Address 1675 Broadway, SUITE 200	Contact: Steve Salazar, PE

Project Location: 4561 S. Monroe Ln.

Project Description (Please Circle All That Apply)

Single Family	New Construction	Channelization
Substantial Improvement	Fill	Manufactured Home
Improvement (<50%)	Bridge/Culvert	Non-Residential
Rehabilitation	Levee	

Other/Explanations:
Request for FINAL Review of H&H model for stream Restoration Prior to FINAL DESIGN for a "No Rise" Situation.

Flood Hazard Data

Water Course Name: Greenwood Gulch
The project is proposed to be in the (Circle one) Floodway------Floodplain
Base (100-year) flood elevations at the project site 5411 - 5416
Elevation required for lowest floor N/A Floodproofing: N/A
Document/Report/Maps MAP# 08005 C0164 K

For Administrative Use Only

Permit Action

— Permit Approved: The information submitted for the proposed project was reviewed and is in compliance with approved flood plain management standards and the Cherry Hills Village Municipal Code §16-17 (Site development plans are on file).

— Permit Denied: The proposed project does not meet approved flood plain management standards (explanation is on file).

— Variance Granted: A variance was granted from the base (100-yr) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

Development Documentation

— Map Revision Data: Certified documentation by a registered professional engineer of as-built conditions for flood plain alterations were received and submitted to FEMA for a flood insurance map revision.

— Fill Certificate: A community official certified the elevation, compaction, slope and slope protection for all fill placed in the flood plain consistent with NFIP regulations Part 65.5 for flood insurance map revisions.

— Elevation Certificate: Certified as-built elevations of the building's lowest floor_____: Floodproofing level_____. An Elevation Certificate completed by a registered professional engineer or land surveyor certifying this elevation is on file.

_____CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED_____(Date)

THE CITY OF CHERRY HILLS VILLAGE

SPECIFIC INFORMATION REQUIRED

— Six copies of the application plus a fee of $300 per application plus $50/lot or dwelling unit and an escrow deposit of $3,000.
— A site plan, drawn to scale, showing the nature, location dimensions and elevations of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing.
— The site plan wet stamped by a registered, professional engineer or registered, professional surveyor showing the location of the floodplain/floodway.
— Certification by a registered, professional engineer that the proposed development will not result in an increase in the Base (100-year) Flood Elevation.
— Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures.
— Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.
— Elevation in relation to mean sea level to which any structure has been floodproofed.
— Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 16-17-70(B)(2)(C).

PROPOSAL REVIEW CHECKLIST

Site development plans depict the floodway and base flood elevations.	
Engineering data is provided for map and floodway revisions.	
Floodway certification and data document no increases in flood heights.	
Subdivision proposals minimize flood damage and protect utilities.	
Lowest floor elevations are above the base (100-yr) level.	
Manufactured homes are elevated and adequately secured.	
Non-residential floodproofing designs meet NFIP watertight standards.	
Other	

Salazar, Steve J.

From: Troy Carmann <tcarmann@iconeng.com>
Sent: Tuesday, November 25, 2014 1:47 PM
To: Salazar, Steve J.
Cc: paulcassidy@aquaticconsultants.com; Robert Zuccaro
Subject: Cherry Hills Village - 4501 Monroe
Attachments: LDC FHAD 2003.zip; Phase III Drainage Report 9-17-2014.pdf; Pages from 14369A Phase III Final Drainage Report.pdf

Good Afternoon,

I've attached the Phase III drainage report and the hydraulic model for Greenwood Gulch.

The effective model for Greenwood Gulch through the subject property is a separate folder within the larger Little Dry Creek FHAD model. It appears there 2 to 4 cross sections that would be directly modified by the proposed improvements. Unfortunately, the cross sections are not geo-referenced, so pulling the Little Dry Creek FHAD from the UDFCD website will give you the best work map to identify cross section locations.

I will follow this with the 2013 topography for the area. Add the 2013 topo to any field survey you have for the site (using NAD83, NAVD88) and development of a "Corrected Effective" hydraulic model should be fairly easily coded.

From there, coding in the proposed improvements will tell us if the project meets the City's no-rise criteria.

In my opinion, the critical path for the City's floodplain development process goes through an initial evaluation of the hydraulic model. The quicker we can determine if the proposed improvements cause a rise, the quicker we can ensure the permit can be processed without a CLOMR/LOMR and the associated public hearing processes. For emphasis ... if the proposed hydraulic modeling shows the post-project condition has a BFE more than 0.00 feet higher than the pre-project condition this project will require a LOMR submittal.

An additional question, I would expect the concurrence from the owner/operator of the upstream pond to acknowledge any change to the configuration of the outlet structure. Most notably, any change to their ability to drain the pond dry. If I understand the concept correctly, the raised outlet pipe with associated abandonment of the lower pipe, would eliminate any possibility of draining the Glenmoor pond.

@5280'
TC

Troy W. Carmann, PE, CFM
Civil Engineer
ICON ENGINEERING, INC.
8100 S. Akron Street Suite 300 Centennial, CO 80112
Office 303-221-0802 Website www.iconeng.com

12729

AQUATIC CONSULTANTS, INC.
YOUR LAKE AND STREAM EXPERTS
4421 IRVING BLVD NW
ALBUQUERQUE, NM 87114
(505) 890 5753

usbank. All of us serving you

95-231-1070

4/14/2015

PAY TO THE ORDER OF City of Cherry Hills Village $ **3,350.00

Three Thousand Three Hundred Fifty and 00/100********** DOLLARS

City of Cherry Hills Village

TWO SIGNATURES REQUIRED OVER $2,000.00

MEMO 150414 Flood Pain Development Permit

AUTHORIZED SIGNATURE

⑈012729⑈ ⑆107002316⑆ 1559230243 86⑈

AQUATIC CONSULTANTS, INC.
YOUR LAKE AND STREAM EXPERTS

12729

City of Cherry Hills Village		4/14/2015	
6464 · Permits	150414 Flood Pain Development Permit		3,350.00

First Community Bank	150414 Flood Pain Development Permit	3,350.00

RECEIPT No. 780763

DATE 4-15-15

FROM Aquatic Consultants $ 3,350.00

Three thousand three hondred fifty DOLLARS

FOR RENT
FOR 350 (Permit Fee) 3000 (Escrow

ACCT	
PAID	
DUE	

CASH
CHECK
MONEY ORDER
CREDIT CARD

FROM _____ TO _____

BY T Littleford

A-2501
T-46820

WILSON
&COMPANY
1675 Broadway, Ste.200
Denver, CO 80202
303-297-2976 phone
303-297-2693 fax

Alaska
Arizona
California
Colorado
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Texas
Utah

Dear Resident:

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the cherry hills village planning and zoning commission at the village center, 2450 E. Quincy avenue, Cherry Hills Village, Colorado 80113, on Tuesday, September 8, 2015 at 6:30 p.m. regarding a request by 4501 SM, LLC for a floodplain development permit and an amendment to floodplain boundaries for grading and realignment work along Greenwood Gulch in the special flood hazard area at 4501 South Monroe lane.

The application is available for review at the Cherry Hills Village Community Development Department, 2450 East Quincy Avenue, Cherry Hills Village, CO 80113, Monday through Friday from 8:00 a.m. to 4:30 p.m., or you may call 303-783-2721 for more information.

Protests or comments may be submitted in writing to the Cherry Hills Village Community Development Department, 2450 East Quincy Avenue, Cherry Hills Village, CO 80113, or rzuccaro@cherryhillsvillage.com on or before the date of the public hearing, or by personal appearance at the public hearing.

Consulting Engineer:
Wilson & Company, Engineers & Architects, Inc.
Steve Salazar, PE
303-501-1239
Steve.salazar@wilsonco.com

HIGHER
Relationships

WILSON
&COMPANY
1675 Broadway, Ste.200
Denver, CO 80202
303-297-2976 phone
303-297-2693 fax

Alaska
Arizona
California
Colorado
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Texas
Utah

July 27, 2015, rev: 8-11-15

Mr. Rob Zuccaro
Planning Manager
City of Cherry Hills Village
2450 Quincy Ave.
Cherry Hills Village, CO 80113

RE: 4501 Monroe Lane Hydraulic Model Review

Dear Mr. Zuccaro,

This letter is in response to Icon Engineering's comments for the floodplain development permit application for 4501 S. Monroe Lane Hydraulic Model Review. The comments are dated June 18, 2015. Please see below for responses:

1. **Floodway Analysis**: There was no regulatory floodway analysis included in this submittal. It needs to be determined if the proposed channel improvements alter the encroachments for the regulatory floodway. Minor channel improvements are not likely to change the 1-foot floodway delineation, but that needs to be verified by the applicant.

Response: A regulatory floodway analysis has been added to the work map.

2. **Tie-In to Effective Information**: The proposed BFE's in the submitted model do not adequately tie-in to effective BFE's at the upstream tie-in location. According to NFIP regulations the vertical tie-in to the effective BFE must within 0.5 foot.

Response: Per the topo that was provided along with the survey that was provided there is an approximate difference between the FEMA analysis and current information of 5 feet. ICON Engineering is reviewing information to determine if a reach ride LOMR is needed to resolve the elevation issue.

3. **Hydraulic Model Extents**: The extent of the submitted model extends further than the bounding cross sections of the proposed project limits. As submitted, the project impacts several other property owners other than the requestor.

Response: The model has been revised to be within the project limits please see the updated work map.

4. **Proposed Stream Alignment**: The proposed stream alignment on the workmap extends outside of the proposed floodplain delineation at cross section 12348.92. Please revise or provide an explanation why the proposed alignment is appropriate.

Response: The stream alignment that was shown was the existing alignment that was provided within the existing HEC-RAS model.

HIGHER Relationships

The work map legend has been revised to clarify existing versus proposed alignments.

5. **Floodplain Delineation:** The submitted floodplain workmap shows the floodplain delineation stopped short of the pond extents downstream of cross-section 13495.81.

Response: The work map has been revised.

6. **Floodplain Workmap:** The comparisons between existing and proposed WSEL provided on the submitted workmap do not match model results. In addition, cross section labels should be included on the workmap for all existing and proposed cross sections contained within the hydraulic model.

Response: The work map has been revised and comparisons have been updated.

7. (rev. July 15th, 2015 per Troy Carmann): **Truncate Model**: Can you truncate the model on the upstream end to be about 50 feet downstream of Glenmoor Pond? The Topo bust is a matter of FEMA XS's traversing the near vertical bank at the Glenmoor pond and the city bridle path.

Response: Model was truncated and revised model, files, and corrected workmap was supplied on August 11, 2015

If you have any questions or concerns please call me at (303) 501-1239 or email me at Steve.Salazar@wilsonco.com.

Thank You,
Steven J. Salazar, PE

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
DENVER REGULATORY OFFICE, 9307 SOUTH WADSWORTH BOULEVARD
LITTLETON, COLORADO 80128-6901

July 30, 2015

SUBJECT: Nationwide Permit Verification – Action No. NWO-2015-01268-DEN, 4501 S. Monroe Lane Project

Joseph Proietti
1550 Larimer St. #895
Denver, CO 80202

Dear Mr. Proietti:

Reference is made to the above-mentioned proposed project located at approximately latitude 39.6341944444445, longitude -104.947247222222, in Arapahoe County, Colorado. The work as described in your submittal will consist of stream restoration and habitat enhancement for Greenwood Gulch in the City of Cherry Hills Village, Englewood, Colorado. The project will consist of rehabilitating approximately 700 linear feet of creek. The work will include minor realignment of the channel to add sinuosity for stabilization. In addition rock deflectors, J-hook vanes, W-vanes, and rock riffles will be added. The completed project will improve water quality and stream life ecology. To do this, 0.25 acre of Greenwood Gulch will be impacted but the final project will have a net benefit to waters of the US.

Based on the information provided, this office has determined that the work is authorized by the **Department of the Army Nationwide Permit (NWP) NWP 27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities.**, found in the February 21, 2012, Federal Register. Enclosed is a fact sheet, which fully describes this Nationwide Permit and lists the General Conditions, and Colorado Regional Conditions, which must be adhered to for this authorization to remain valid.

Although an Individual Department of the Army permit will not be required for this work, this does not eliminate the requirement that any other applicable federal, state, tribal or local permits be obtained as required. Please be advised that deviations from the original plans and specifications of this project could require additional authorization from this office.

The applicant is responsible for all work accomplished in accordance with the terms and conditions of the nationwide permit. If a contractor or other authorized representative will be accomplishing the work authorized by the nationwide permit on behalf of the applicant, it is strongly recommended that they be provided a copy of this letter and the enclosed conditions so that they are aware of the limitations of the applicable nationwide permit. Any activity which

fails to comply with all the terms and conditions of the nationwide permit will be considered unauthorized and subject to appropriate enforcement action.

This verification will be valid until March 18, 2017. In compliance with General Condition 30, the enclosed "Certification of Completed Work" form (blue) must be signed and returned to this office upon completion of the authorized work and any required mitigation.

Enclosed is a Preliminary Jurisdictional Determination (JD) which is a written indication that wetlands and waterways within your project area may be waters of the United States (enclosed). Such waters will be treated as jurisdictional waters of the US for purposes of computation of impacts and compensatory mitigation requirements. If you concur with the findings of the Preliminary JD, please sign it and return it to the letterhead address within two weeks. If you believe the Preliminary JD is inaccurate, you may request an Approved JD, which is an official determination regarding the presence or absence of waters of the US. If an approved JD is requested, the Corps will complete one and you may not begin work on the proposed project until after the Approved JD is complete. If you do not want the Corps to complete an Approved JD, you may proceed with the proposed project.

If there are any questions please feel free to contact Michael Stanley at (303) 979-4120 or by e-mail at Michael.G.Stanley@usace.army.mil, and reference **Corps File No. NWO-2015-01268-DEN**.

Sincerely,

Kiel Downing
Chief, Denver Regulatory Office

Enclosure(s)

Copies Furnished:
U.S. Fish and Wildlife Service
Colorado Department of Public Health and Environment
Environmental Protection Agency
Colorado Parks and Wildlife

Steve Salazar, PE
Wilson & Company
1675 Broadway, Suite 200
Denver, CO 80202

CITY OF CHERRY HILLS VILLAGE, COLORADO

CONSTRUCTION PLANS
FOR

4501 S. MONROE LANE
CHANNEL IMPROVEMENTS FOR STREAM REHABILITATION

LOCATION MAP

INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
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PROJECT NAME

4501 S. MONROE LANE
CHANNEL IMPROVEMENTS
FOR STREAM REHABILITATION
THE CITY OF CHERRY HILLS
VILLAGE, COLORADO

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	14-600-436-00
DESIGNED BY:	JEL
DRAWN BY:	JMB
CHECKED BY:	SJS
DATE:	06/2015

SHEET TITLE

COVER SHEET

SHEET NO:

1

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EROSION CONTROL NOTES

1. THE PROPERTY OWNER IS ULTIMATELY RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL FACILITIES THAT ARE INSTALLED ON THE PROPERTY. EVEN IF SPECIFIC TASKS MAY BE DESIGNATED TO OTHERS SUCH AS CONTRACTORS, SUB-CONTRACTORS OR SITE OPERATORS. IF THE CITY GIVES DIRECTION TO A DESIGNEE, IT IS THE DESIGNEE'S RESPONSIBILITY TO NOTIFY THE OWNER.

2. THE CITY MAY REQUIRE THAT THE OWNER OR THEIR DESIGNEE PROVIDE ADDITIONAL EROSION CONTROL MEASURES SHOULD UNFORESEEN WATER OR WIND EROSION PROBLEMS OCCUR OR SHOULD THE EROSION AND SEDIMENT CONTROL PLAN (ESCP) IMPLEMENTED NOT FUNCTION AS INTENDED.

3. ALL EROSION CONTROL DEVICES SHOWN ON THE PLAN ARE TO BE INSTALLED PROPERLY PRIOR TO THE START OF GRADING OR SOIL DISTURBANCE ON THE SITE. THE SILT FENCING, SEDIMENT TRAPS, INLET PROTECTION AND OTHER BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE INSPECTED, CLEANED AND MAINTAINED BY THE OWNER OR THEIR DESIGNEE AS NEEDED. A WRITTEN REPORT SHALL BE PREPARED AT LEAST EVERY TWO WEEKS AND AFTER ALL STORM (RAIN OR SNOW) RUNOFF EVENTS. THE OWNER OR THEIR DESIGNEE SHALL SUBMIT COPIES OF ALL INSPECTION REPORTS TO THE CITY FOR REVIEW ON A TIMELY BASIS. BMP'S REMOVED TO ACCOMMODATE CONSTRUCTION PHASING, INCLUDING CLEARING AND GRUBBING, UTILITIES, ROADS, VERTICAL CONSTRUCTION, FINAL GRADING, AND STABILIZATION SHALL HAVE REDUNDANT BMP'S IN PLACE TO PROVIDE ADEQUATE EROSION CONTROL.

4. THE ESCP MEASURES ARE TO REMAIN IN-PLACE AND OPERATIONAL UNTIL ALL SITE PAVING AND PERMANENT LANDSCAPING OR VEGETATION ESTABLISHMENT IS COMPLETED. A SUSTAINABLE VEGETATION GROWTH IN A DENSITY OF AT LEAST 70% OF THE PRE-EXISTING CONDITION, IS TO BE ESTABLISHED ON ALL SEEDED AREAS OR PERMANENT EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED. TEMPORARY IRRIGATION MAY BE NECESSARY TO ESTABLISH PLANT GROWTH.

5. ALL AREAS DISTURBED BY GRADING OR CONSTRUCTION TRAFFIC SHALL BE FINISH GRADED, SEEDED, MULCHED AND WATERED OR OTHERWISE VEGETATED TO STABILIZE THE GROUND SURFACE UPON THE COMPLETION OF GRADING OPERATIONS AND WITHOUT DELAY, OR AS APPROVED BY THE CITY IF SEASONAL OR WEATHER CONDITIONS DO NOT ALLOW. THE CITY SHALL APPROVE THE SEED MIX AND RATE OF APPLICATION PRIOR TO SEEDING THE AREA.

6. AFTER THE SITE HAS BEEN STABILIZED OR VEGETATION ESTABLISHED, THE OWNER OR THEIR DESIGNEE SHALL REMOVE ALL EROSION CONTROL MEASURES AND CLEAN ALL STORM SEWERS WHERE SEDIMENT HAS BEEN DEPOSITED. IT MAY ALSO BE NECESSARY TO PERIODICALLY CLEAN THE PUBLIC STORM SEWERS AND DOWN GRADIENT PROPERTIES DURING THE DEVELOPMENT OF THE SITE.

7. THE OWNER OR THEIR DESIGNEE IS RESPONSIBLE TO CLEAN ALL PUBLIC STREETS AND SIDEWALKS WHERE SEDIMENT OR MUD IS TRACKED ONTO THE PAVED SURFACE. THE OWNER OR THEIR DESIGNEE MAY BE REQUIRED TO CLEAN THE PUBLIC WAY IMMEDIATELY OR WITHOUT DELAY UPON BEING NOTIFIED BY THE CITY.

8. THE OWNER OR THEIR DESIGNEE SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF A STORM WATER MANAGEMENT PLAN (SWMP) OF APPROPRIATE CONTROL MEASURES AND MAINTENANCE PROCEDURES TO PREVENT POLLUTION FROM ALL NON-STORM WATER DISCHARGES ON THE SITE. THE SWMP SHALL ADDRESS, AT A MINIMUM:
   a. CONCRETE MIXER TRUCK WASH WATER DISPOSAL AREAS
   b. SPILL PROTECTION FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS, INCLUDING VEHICLE FUELING AND POTENTIALLY HAZARDOUS MATERIALS
   c. PROHIBITION OF CHEMICALS ADDED TO STORM WATER
   d. BUILDING MATERIAL WASTE DISPOSAL
   e. PROVISIONS TO INSTALL AND MAINTAIN REDUNDANT BMP'S TO ACCOMMODATE REMOVAL OF BMP'S SHOWN ON THE ESCP FOR CONSTRUCTION PHASING, INCLUDING BUT NOT LIMITED TO CLEARING AND GRUBBING, UTILITIES, ROADS, VERTICAL CONSTRUCTION, FINAL GRADING AND STABILIZATION.

9. IF THE OWNER OR THEIR DESIGNEE FAILS TO IMPLEMENT ANY OF THE PROVISIONS OF THE ESCP AND IGNORES THE CITY'S VERBAL OR WRITTEN REQUEST FOR IMMEDIATE REMEDY, THE CITY MAY IMMEDIATELY OR WITHOUT DELAY MAKE ARRANGEMENTS OR HIRE A PRIVATE CONTRACTOR TO CLEAN THE PUBLIC WAYS AND BILL THE OWNER DIRECTLY FOR THE ACTUAL COST OF SUCH CLEANUP PLUS A $300 ADMINISTRATIVE FEE.

10. 10.THE CITY MAY ISSUE A "STOP WORK" ORDER TO STOP ANY PERMITTED SITE CONSTRUCTION WORK FROM PROCEEDING UNTIL THE EROSION CONTROL MEASURES PROVIDED ON THE ESCP ARE REINSTALLED, IMPLEMENTED AS INTENDED, OR UNTIL CORRECTIVE MEASURES ARE TAKEN AND ANY NECESSARY CLEANUP IS PERFORMED.

11. THE OWNER OR THEIR DESIGNEE MAY NOT UTILIZE THE PUBLIC STREET AS A STAGING AREA FOR THE TEMPORARY STORAGE OF BUILDING MATERIALS, EXCAVATED MATERIALS OR CONSTRUCTION EQUIPMENT. USE OF OFFSITE PRIVATE PROPERTY FOR STAGING MAY BE SUBJECT TO REVIEW BY THE CITY OF CHERRY HILLS VILLAGE ZONING OFFICIAL.

12. FOR ALL SITES DISTURBING EQUAL TO OR GREATER THAN ONE (1) ACRE, THE STATE OF COLORADO REQUIRES A CDPS GENERAL PERMIT ENTITLED "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." A COPY OF THAT PERMIT SHALL BE SUBMITTED TO THE CITY OF CHERRY HILLS VILLAGE ENGINEERING & UTILITIES DIVISION PRIOR TO THE ISSUANCE OF ANY GRADING, DEMOLITION, FOUNDATION OR BUILDING PERMIT BY THE CITY.

13. AN AIR POLLUTANT EMISSION NOTICE CONSTRUCTION PERMIT ISSUED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE), AIR POLLUTION CONTROL DIVISION IS REQUIRED FOR ALL SITES LARGER THAN 25 ACRES OR FOR THOSE AREAS WHICH TAKEMORE THAN SIX MONTHS TO REACH COMPLETION. A COPY OF THAT PERMIT SHALL BE SUBMITTED TO THE CITY OF CHERRY HILLS VILLAGE ENGINEERING & UTILITIES DIVISION PRIOR TO THE ISSUANCE OF ANY GRADING, FOUNDATION OR BUILDING PERMIT.

14. A CONSTRUCTION DEWATERING DISCHARGE PERMIT SHALL BE OBTAINED FROM CDPHE PRIOR TO PUMPING OF ANY SURFACE OR SUB-SURFACE WATER INTO ANY CITY PUBLIC WAY OR STORM DRAINAGE SYSTEM. ADEQUATE SEDIMENT CONTROL BMP'S SHALL BE REQUIRED AT THE PUMP'S INLET AND OUTLET.

GROUNDWATER NOTES

1. GROUNDWATER MAY BE ENCOUNTERED DURING THIS PROJECT. IF GROUNDWATER IS ENCOUNTERED, ALL CONSTRUCTION OPERATIONS SHALL STOP IMMEDIATELY. CONTRACTOR SHALL NOTIFY THE OWNER AND THE OWNER'S REPRESENTATIVE WHEN GROUNDWATER IS ENCOUNTERED. ADDITIONAL PERMITTING WILL BE REQUIRED FROM THE STATE OF COLORADO FOR DEWATERING.

2. THE GROUNDWATER LINE SHOWN ON THE PLANS IS NOT NECESSARILY THE MAXIMUM GROUNDWATER ELEVATION. IT IS ONLY A COMPILATION OF AVAILABLE GROUNDWATER DATA FROM NUMEROUS DATES.

3. CONCRETE CUTOFF WALLS SHALL BE INSTALLED WHEN GROUNDWATER IS ANTICIPATED WITHIN THREE FEET (3') OF THE INVERT OF ANY SANITARY SEWER OR STORM DRAIN PIPES. THESE CUTOFF WALLS SHALL BE INSTALLED ACCORDING TO DWMD STANDARD DETAIL S301.1 AT THREE HUNDRED FEET (300') MAXIMUM SPACING (MIDBLOCK LOCATIONS ARE PREFERRED). CUTOFF WALL CONCRETE STRENGTH SHALL BE A MINIMUM OF 2,500 PSI AFTER A SEVEN (7) DAY CURE TIME. (REFER TO CCD STD. DETAIL S-301.1)

UNDERGROUND UTILITIES NOTE

1. IF AN UNKNOWN UTILITY IS ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DEVELOPER'S RESIDENT ENGINEER OR THE DEVELOPER'S REPRESENTATIVE IN WRITING AND WILL NOT PROCEED WITH CONSTRUCTION UNTIL FURTHER NOTICE.

CITY OF CHERRY HILLS VILLAGE DRAINAGE IMPROVEMENT STANDARD NOTES

1. NO BUILDING, STRUCTURE, OR FILL WILL BE PLACED IN THE DETENTION AREAS AND NO CHANGES OR ALTERNATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREAS WILL BE MADE WITHOUT THE APPROVAL OF THE CITY ENGINEER.

2. MAINTENANCE AND OPERATION OF THE DETENTION AND WATER QUALITY AREAS IS THE RESPONSIBILITY OF PROPERTY OWNER. IF OWNER FAILS IN THIS RESPONSIBILITY, THE CITY HAS THE RIGHT TO ENTER THE PROPERTY, MAINTAIN THE DETENTION AREAS, AND BE REIMBURSED FOR COST INCURRED.

3. DETENTION POND VOLUMES, ALL DRAINAGE APPURTENANCES, AND BASIN BOUNDARIES SHALL BE VERIFIED. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE WITHIN THE DEVELOPMENT.

4. PERMISSION TO REPRODUCE THESE PLANS IS HEREBY GIVEN TO THE CITY OF CHERRY HILLS VILLAGE FOR CITY PURPOSES ASSOCIATED WITH PLAN REVIEW, APPROVAL, PERMITTING, INSPECTION AND CONSTRUCTION OF THE WORK.

LEGEND

- SANITARY LINE UNDERGROUND
- WATER LINE UNDERGROUND
- ELECTRIC UNDERGROUND
- TELEPHONE LINE UNDERGROUND
- TV — CABLE TV UNDERGROUND
- GAS — GAS LINE UNDERGROUND
- SANITARY MANHOLE
- RIPRAP
- STORM MANHOLE
- WATER FIRE HYDRANT
- WATER MANHOLE
- WATER VALVE
- ELECTRIC METER
- ELECTRIC POLE
- GUY ANCHOR POLE
- GUY WIRE
- LIGHT POLE
- GAS METER
- BUSH EVERGREEN
- BUSH DECIDUOUS
- TREE CONIFER
- TREE DECIDUOUS
- FENCE POST
- BENCH
- TRASH CAN
- BOLLARD
- SIGN
- AREA DRAIN
- BRICK PAVERS
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL TRAIL
- STEPS
- WALL
- BUILDING EAVE

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PROJECT NAME

4501 S. MONROE LANE
CHANNEL IMPROVEMENTS
FOR STREAM REHABILITATION
THE CITY OF CHERRY HILLS
VILLAGE, COLORADO

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	14-600-436-00
DESIGNED BY:	JEL
DRAWN BY:	JMB
CHECKED BY:	SJS
DATE:	06/2015

SHEET TITLE

GENERAL NOTES

SHEET NO

2

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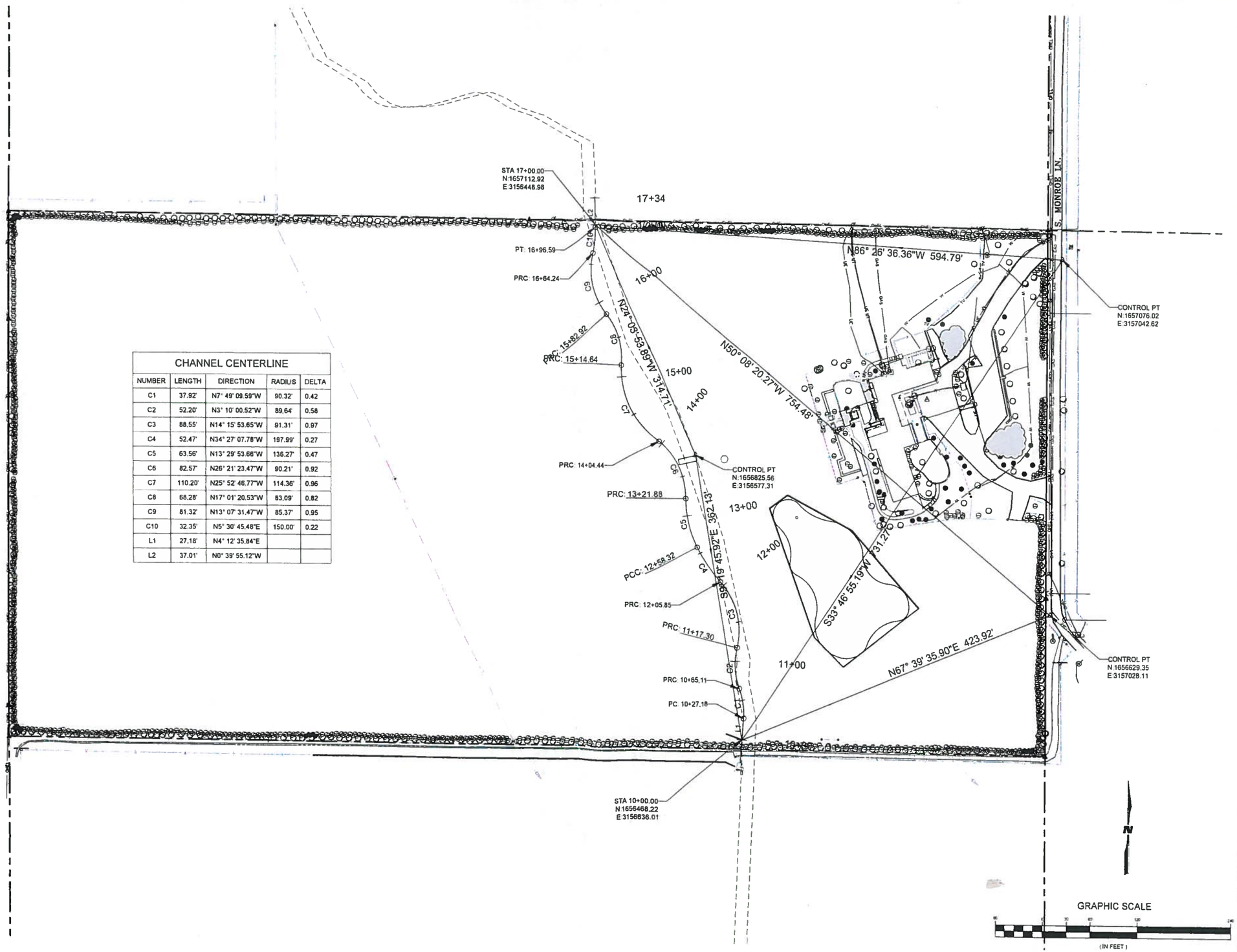

CHANNEL CENTERLINE

NUMBER	LENGTH	DIRECTION	RADIUS	DELTA
C1	37.92'	N7° 49' 09.59"W	90.32'	0.42
C2	52.20'	N3° 10' 00.52"W	89.64'	0.58
C3	88.55'	N14° 15' 53.65"W	91.31'	0.97
C4	52.47'	N34° 27' 07.78"W	197.99'	0.27
C5	63.56'	N13° 29' 53.66"W	136.27'	0.47
C6	82.57'	N26° 21' 23.47"W	90.21'	0.92
C7	110.20'	N25° 52' 46.77"W	114.36'	0.96
C8	68.28'	N17° 01' 20.53"W	83.09'	0.82
C9	81.32'	N13° 07' 31.47"W	85.37'	0.95
C10	32.35'	N5° 30' 45.48"E	150.00'	0.22
L1	27.18'	N4° 12' 35.84"E		
L2	37.01'	N0° 39' 55.12"W		

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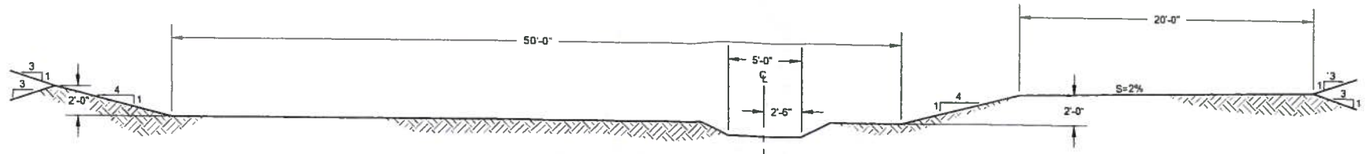
SHEET TITLE

HORIZONTAL
CONTROL PLAN

SHEET NO.

3



GREENWOOD GULCH TYPICAL SECTION

SCALE: 1" = 5'-0"

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SHEET TITLE

TYPICAL SECTION

SHEET NO:

4

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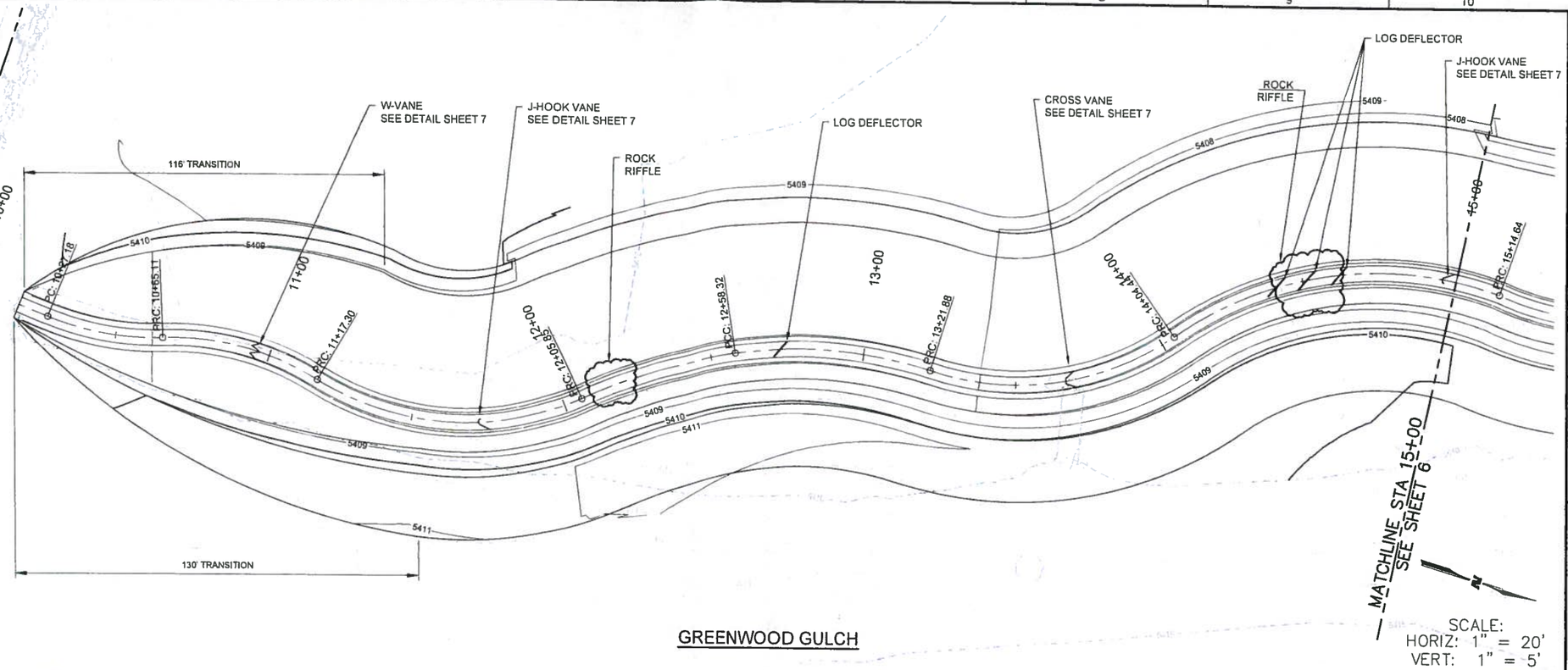
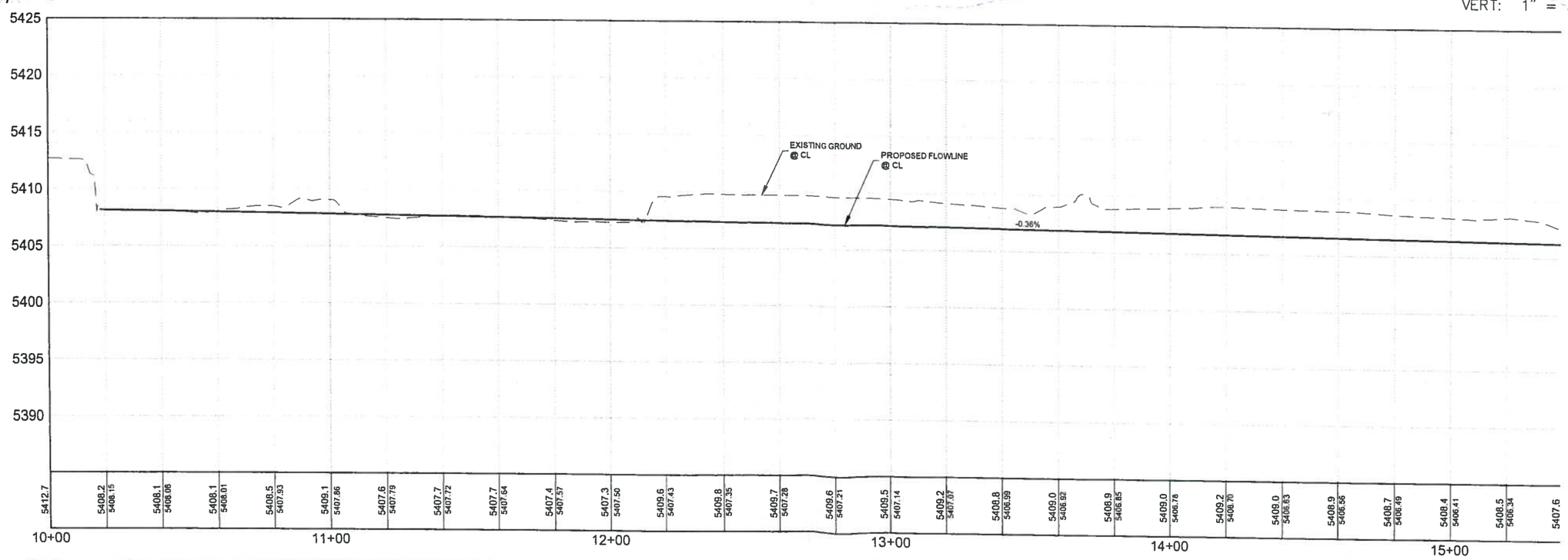


GREENWOOD GULCH



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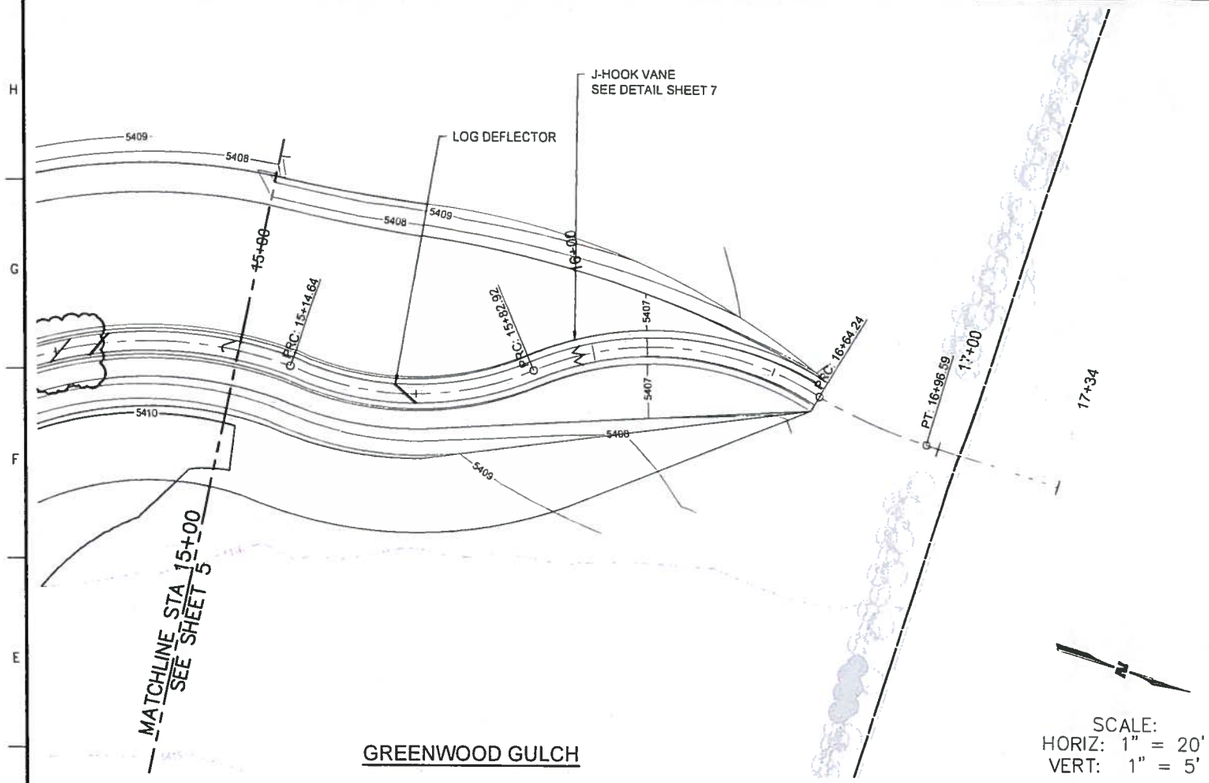
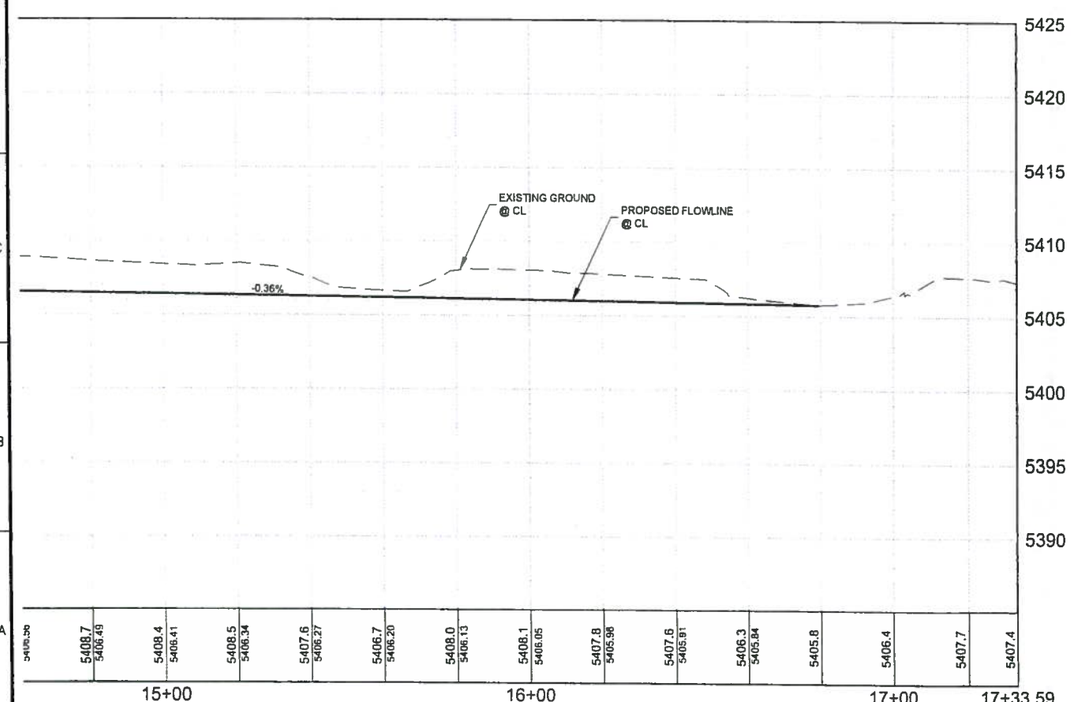
PLAN & PROFILE

SHEET NO:

5





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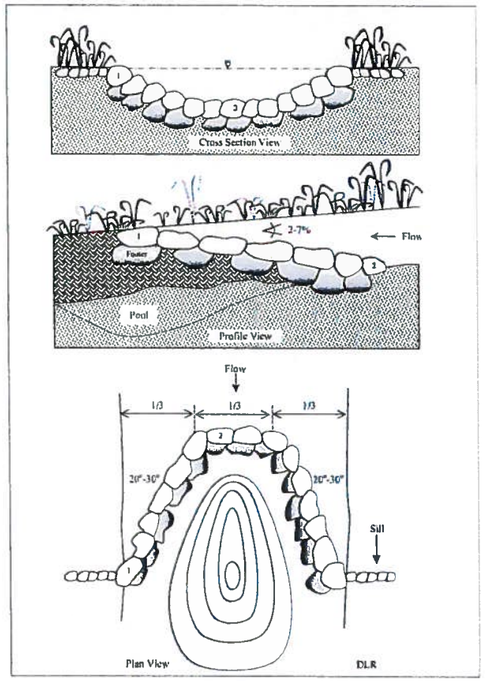
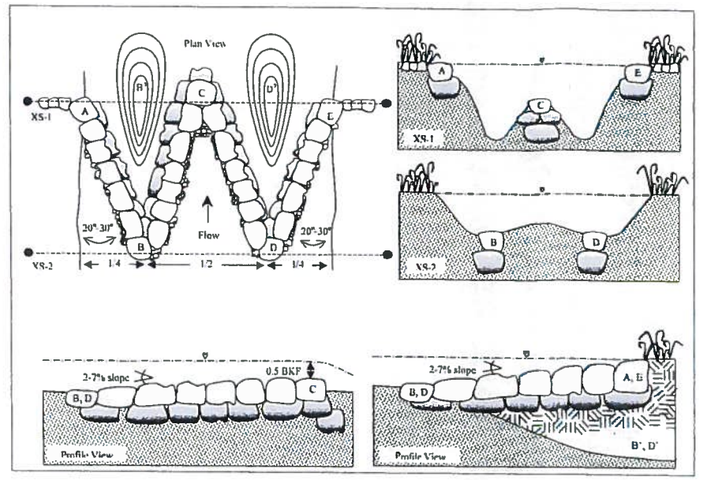


CROSS-VANE



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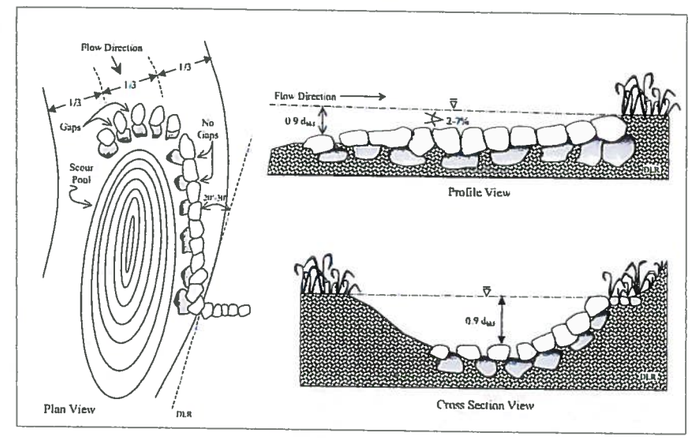

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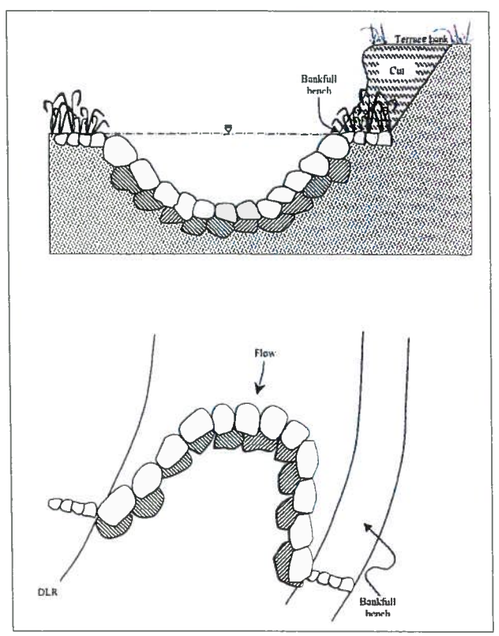

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WILSON & COMPANY
1675 BROADWAY, SUITE 200
DENVER, CO 80202
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

CONSULTANTS

AquaticConsultants
The Lake & Stream Experts

SEAL

95% SUBMITTAL
NOT FOR
CONSTRUCTION

PROJECT NAME

4501 S. MONROE LANE
CHANNEL IMPROVEMENTS
FOR STREAM REHABILITATION
THE CITY OF CHERRY HILLS
VILLAGE, COLORADO

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	14-600-436-00
DESIGNED BY:	JEL
DRAWN BY:	JMB
CHECKED BY:	SJS
DATE:	06/2015

SHEET TITLE

DETAILS

SHEET NO:

7

N

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft

VILLAGE OF CHERRY HILLS
4501 MONROE LN
EFFECTIVE MODEL

Aquatic Consultants
The Lake & Stream Experts

WILSON & COMPANY
4900 LANG AVE., N.E.
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EXHIBIT C

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Minutes of the
Planning and Zoning Commission of the City of Cherry Hills Village, Colorado
Held on Tuesday, September 8, 2015 at 6:30 p.m.
At the Village Center

CALL TO ORDER

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

ROLL CALL

Present at the meeting were the following Planning and Zoning Commissioners: Vice Chair Jim Rubin, Commissioner Al Blum, Commissioner David Wyman, and Commissioner Peter Niederman.

Present at the meeting were the following staff members: Rob Zuccaro, Community Development Director; Deputy City Attorney Marcus McAskin; City Engineer Troy Carmann; and Emily Kropf, Special Projects Coordinator.

Absent from the meeting were Chair Peter Savoie, Commissioner Doris Kaplan, and Commissioner Mike LaMair.

APPROVAL OF MINUTES

Commissioner Wyman made a correction to page 2 of the August 25, 2015 minutes. He stated that the word "few" should be added into the third line so the sentence would read in part "…very few front yard fences…".

Commissioner Niederman made a motion, which was seconded by Commissioner Blum, to approve the August 25, 2015 minutes with this correction.

The motion passed unanimously.

AGENDA ITEMS

a. *4501 S. Monroe Lane- Request for a Floodplain Development Permit and Floodplain Map Amendment.*

Mr. Zuccaro stated that the applicant requests review of a floodplain development permit and floodplain map amendment pursuant to Article XVII of the Zoning Ordinance. The proposal includes restoration and realignment of a portion of Greenwood Gulch through the applicant's

property. Mr. Zuccaro stated that no structures are proposed to be located in the floodplain as part of the current request. He continued to say that the applicant states that the purpose of the project is to return the channel to a more natural state and to flatten the bank slope so that horses may safely cross the channel. He stated that the applicant has submitted a floodplain development study and a letter certifying that the proposed development would cause no rise to the base flood elevations.

Mr. Zuccaro stated that the property is zoned R-1, 2.5-Acre Residential District and is approximately 20 acres in size, and that a new residence is currently under construction on the east side of the property. Properties to the north are zoned R-1 and developed with single family residences. Properties to the west are zoned R-3, developed with single family residences and part of the Cherryridge neighborhood. Properties to the south are zoned R-1 and O-1 and include a single family residence and part of the Glenmoor Country Club golf course. The property to the east is Kent Denver School.

Mr. Zuccaro stated the requirements for Floodplain Development Permits. He stated that all requirements have been met and the applicant's engineer provided proper documentation. He continued to say that the City Engineer has found that all requirements have been met.

Mr. Zuccaro stated that staff is recommending approval of the proposed floodplain development permit and floodplain map amendment as submitted.

Commissioner Blum asked if the upstream pond would change.

Mr. Carmann replied that the model has been truncated to remain on the applicants' property in order to meet the project requirements.

Commissioner Wyman asked if the culvert under the bridle path would be changed.

Mr. Carmann replied no.

Commissioner Wyman asked what would happen if there was a rain event similar to the one in June.

Mr. Carmann replied that through the permit process modeling of a 100 year event would be represented.

Commissioner Wyman asked what sinuosity is.

Mr. Carmann replied that it refers to a curvy shape which would closely resemble the natural state of the creek.

Commissioner Blum asked where does Greenwood Gulch daylight.

Mr. Carmann replied downstream in the Denver Tech Center.

Commissioner Niederman asked how the drainage surrounding the new structures affects the gulch.

Mr. Carmann replied that the new residential structure has no effect on the gulch.

Commissioner Niederman stated that the property has a steep slope.

Mr. Carmann replied that on-site detention would handle any run off from the slope.

Commissioner Niederman asked if there are any other proposed improvements on the property.

Mr. Carmann replied none that he was aware of.

Commissioner Wyman stated that it was currently a deep ditch. He asked what the width of the ditch would be.

Mr. Carmann replied fifty feet.

Commissioner Wyman asked how much water was normally in the ditch.

Mr. Carmann replied that the water was ordinarily approximately five feet high.

Commissioner Wyman asked if the North-South length was approximately 600 feet.

Mr. Carmann replied yes.

Commissioner Wyman asked if there was a total drop of four to five feet.

Mr. Carmann replied it was less than five feet.

Commissioner Wyman stated that a drop of less than eight could create swampy conditions.

Mr. Carmann stated that on page five of the submittal shows the 4% grade is reasonable and sustainable design.

Commissioner Blum asked what the large area on page three is.

Mr. Zuccaro replied that the applicant would have to answer and that the area in question is not in the floodplain boundaries.

Steve Salazar of Wilson and Company, engineer for the applicant, stated that the proposed changes would promote a riparian habitat and would be more transversable for crossing. He stated that the veins, j hooks, and flat slope would be used to create a flow and make the river

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more transversable. He continued to say that the low flow would be contained in the five foot buffer.

Commissioner Wyman asked if there was any soil testing.

Mr. Salazar replied no.

Commissioner Wyman stated that in his experience in the absence of root structure the soil can be highly erodible. He asked if in the presence of running water the devices would fail.

Mr. Salazar replied that the devices are not intended to stop the flow of water.

Commissioner Wyman asked what would be used to hold the banks in place.

Paul Casady, contractor for the applicant, stated that riprap, which is pasture grass, would be used on the outside of the banks in case overflow occurs. He continued to say that he has had successful experiences with this type of control. He stated that currently horses are unable to cross and that hopefully the root mass will create more stability.

Commissioner Wyman asked if the vegetation would be able to withstand drought.

Mr. Casady replied yes.

Commissioner Wyman asked would the organic deposits from sedimentations and horses have any effect on channels.

Mr. Casady replied that there are 5 to 6 ponds in Glenmoor that act as a sediment catch dam.

Commissioner Niederman asked if it is the responsibility of the applicant to fix anything that changes or fails.

Mr. Zuccaro replied that as part of the permitting process, the applicant will have to certify the as-built condition and that the City would have the authority to enforce the conditions.

Commissioner Blum asked if the historical flow was changing.

Mr. Casady replied no.

Commissioner Niederman asked if there will be an option to release water if the Glenmoor ponds get low.

Mr. Casady replied that the Glenmoor superintendent was supportive.

Commissioner Niederman made a motion, which was seconded by Commissioner Blum, to recommend approval of the proposed Floodplain Development Permit and floodplain map amendment for 4501 E. Quincy Avenue as submitted with staff's memorandum and findings.

The motion passed unanimously.

ADJOURNMENT

Commissioner Niederman made a motion, which was seconded by Commissioner Wyman, to adjourn the meeting.

The motion passed unanimously.

The meeting was adjourned at 7:14 p.m.

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_____
Peter Savoie, Chairman

_____
Cesarina Dancy, Community Development Clerk

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

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT A. ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: MASTER PLAN IMPLEMENTATION PLAN

DATE: OCTOBER 6, 2015

INTRODUCTION:
Staff is presenting for final approval the Cherry Hills Village Master Plan 2015 Implementation Plan (see Exhibit A). The purpose of the Implementation Plan is to outline actionable steps that may be taken to implement each of the Goals and Strategies contained within the Master Plan. Each of the action items listed are prioritized and assigned a staff member to oversee implementation. Although not stated, many of the implementation steps will be done in close coordination with the City Council and/or a City Board or Commission. Not all Village initiatives and policies will be reflected in the Implementation Plan, only those directly related to Master Plan Goals and Strategies. The Implementation Plan will also serve as a way to document accomplishments and progress towards implementation of the Master Plan policies.

Each Implementation Action is assigned a priority and status based on the following categories.

Priority
I - Immediate: Requires immediate action by lead staff member.
S - Short Term: Action should begin within 1 year.
M - Medium Term: Action should begin within 1-3 years.
L - Long Term: Action may not begin for 3+ years depending on priorities and resources.

Status
O - Ongoing: Action does not have a specific start and end date and may be done as a course of regular business or as a need arises.
A - Active Project: Action is currently being taken to plan for or implement the specific task.
F - Future Project: No action is currently being taken to implement the specific task.
C - Complete: The project or specific phase of the project is complete.

CHERRY HILLS VILLAGE
COLORADO

BACKGROUND:
Following several study sessions held by the Planning and Zoning Commission (P&Z) and Parks, Trails and Recreation Commission (PTRC) to discuss a possible scope of work for updating the 2008 Master Plan, the general consensus was that a formal update to the Master Plan was not needed. The overall content, structure and format of the existing Master Plan was considered adequate and only minor changes to the text may be needed to bring the document up to date. Both the P&Z and PTRC stated that the focus should be on creating a formal *implementation plan*.

The P&Z and PTRC reviewed draft Implementation Plans at their August 25, 2015 and September 10, 2015 meetings respectively and recommended approval of the Implementation Plan with minor changes (see Exhibits B and C for minutes). The attached Implementation Plan submitted for City Council consideration includes the changes requested by the P&Z and PTRC.

RECOMMENDATION:
For the Village's implementation plan, staff recommends that the following elements be included:

- Identification of specific actions to implement each strategy as applicable.
- Identification of responsible persons or groups for implementation of each strategy.
- Setting a timeframe and priority for each strategy.
- Creating processes for oversight and periodic review of progress towards implementation.
    - Staff recommends that the P&Z and PTRC review the Implementation Plan in May of each year and the City Council review the Plan in June so that any implementation actions can be considered in the budgeting process for the following year.

RECOMMENDED MOTION:
"I move to approve the Cherry Hills Village Master Plan 2015 Implementation Plan as submitted in Exhibit A."

ATTACHMENTS:
Exhibit A: Draft Cherry Hills Village Master Plan 2015 Implementation Plan
Exhibit B: August 25, 2015 Planning and Zoning Commission Minutes
Exhibit C: September 10, 2015 Draft Parks, Trails and Recreation Commission Minutes

EXHIBIT A

CHERRY HILLS VILLAGE MASTER PLAN

COLORADO

2015 Implementation Plan

VILLAGE VISION

A "vision" is a statement of aspiration that serves as a foundation for the Master Plan – especially as it relates to community character, Village services, and the development and pursuit of goals and strategies for land use/development, transportation, and parks/open space/trails/recreation.

The Village – a safe, low-density, residential community.

It is the desire of the citizens of Cherry Hills Village to maintain the established character of the community through the implementation of the Village's planning goals and strategies, regulations and decisions.

This vision for Cherry Hills Village is defined by:

- ***semi-rural character, views and open feel of the Village; while***
- ***strategically addressing issues and pursuing Village policy in a fiscally sound manner***

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Appendix A – Grant Index

Introduction

In 2008, the City Council adopted the current Cherry Hills Village Master Plan. Development of the plan started in 2006 under the direction of the Planning and Zoning Commission; Parks, Trails and Recreation Commission; and a Master Plan Resident Advisory Committee. While implementation of the plan has been a priority for the City Council since its adoption, and many of the plan Goals and Strategies have been accomplished to varying degrees, a formal implementation plans has not yet been developed. The Master Plan consists of seven categories and several Goals and Strategies within each category. The Goals and Strategies provide policy guidance on how to maintain the history, character and unique attributes that make the Village a singularly desirable community in the Denver Metro area.

Master Plan Categories:

- Land Use/Development
- Village Character
- Open Space/Parks/Trails/Recreation
- Village Center
- Transportation
- Utilities/Infrastructure
- Community Services

Purpose

The purpose of this Implementation Plan is to outline actionable steps that may be taken to implement each of the Goals and Strategies contained within the Master Plan. Each of the action items listed are prioritized and assigned a staff member to oversee implementation. Although not stated, many of the implementation steps will be done in close coordination with the City Council and/or a City Board or Commission. Not all Village initiatives and policies will be reflected in the Implementation Plan, only those directly related to Master Plan Goals and Strategies. The Implementation Plan will also serve as a way to document accomplishments and progress towards implementation of the Master Plan policies.

The Implementation Plan is a "living" document that should be reviewed by the Planning and Zoning Commission; Parks, Trails and Recreation Commission and City Council annually and updated as needed. The Implementation Plan will help to inform and direct staff in developing work priorities and budgets and track completed projects.

Implementation Matrix

The following implementation matrix lists each Goal and Strategy in the Master Plan and Implementation Actions specific to each Strategy. The Implementation Actions are then assigned a Status and Priority based on the following categories:

Priority

I - Immediate: Requires immediate action by lead staff member.
S - Short Term: Action should begin within 1 year.
M - Medium Term: Action should begin within 1-3 years.
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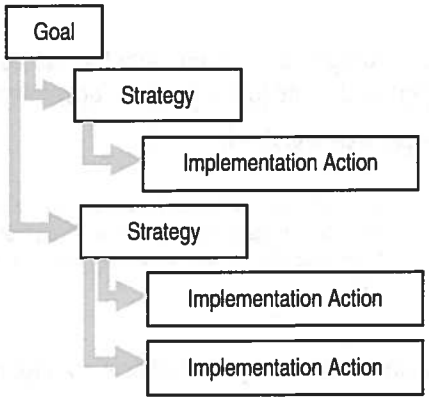

Land Use/Development

Goal: Maintain the existing land use and development pattern.

Strategies:

1. Discourage rezoning property that would increase residential density or intensity from what is allowed through the Village's current zoning regulations or identified in the future land use/development map.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Communicate to prospective applicants the policy of discouraging rezoning to increase residential density that is inconsistent with the future land use/development map.	I	O	Community Development Director	

2. Maintain the Village's floodplain management regulations and revise as necessary.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Continue participation in National Flood Insurance Program (NFIP) and Community Rating System (CRS), maintaining CRS of 8 or lower.	I	O	Community Development Director/City Engineer	• CRS of 8 provides 10% discount on flood insurance in floodplain and 5% discount outside floodplain.
b. Participate in Program for Public Participation (PPI) to help maintain CRS rating.	I	A	Community Development Director/City Engineer	• Participating in multi-jurisdictional effort to create PPI. Scheduled for completion in 2015.
c. Complete annual recertification and 5-year audit of CRS rating.	I	O	Community Development Director/City Engineer	• Completed annual recertification 2008 through 2014 and 5-year audit in 2010. • 2015 5-year audit scheduled for Oct.
d. Update floodplain development regulations for compliance with FEMA and Colorado Water Conservation Board requirements.		C	Community Development Director/City Engineer	• Comprehensive update to regulations adopted – Ordinance 17, 2013.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
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3. Discourage new structures and improvements to existing structures within a floodplain unless such improvements are in compliance with the Village's floodplain regulations as well as any regulations of the Federal Emergency Management Agency (FEMA), the State of Colorado and the Urban Drainage and Flood Control District.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Enforce current floodplain development regulations and coordinate with Urban Drainage and Flood Control District on application reviews.	I	O	Community Development Director/City Engineer	

4. Continue utilization of the most recent version of the Flood Insurance Rate Map (FIRM) designating floodplains in Cherry Hills Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Adopt current FEMA Flood Insurance Rate Maps.		C	Community Development Director/City Engineer	• Dec. 17, 2010 FIRMs adopted by Ordinance 26, 2010.

5. Encourage property owners to rezone floodplain areas on their property to Open Space (O-1).

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Contact property owners with floodplain on property to request rezoning.		C	Community Development Director	• Discussed with Planning and Zoning Commission in 2009. No action taken.
b. Research possible benefits to property owners from rezoning floodplain areas to O-1.		C	Community Development Director	• Contacted Arapahoe County Assessor's office. Floodplain and O-1 zoning may increase assessed value and lead to higher property tax.
c. Encourage subdivision applicants with floodplain located on the property to dedicate the floodplain area as open space and rezone to O-1.	I	O	Community Development Director	
d. Encourage conservation easements as a way to preserve open space.	I	O	City Manager	

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6. Discourage expanding commercial land uses in the Village. However, if the need arises to diversify Village funding sources, expansion of commercial or mixed-use land uses should be considered.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Communicate to possible land development applicants the policy of discouraging commercial development that is inconsistent with the future land use/development map.	I	O	Community Development Director	

7. Encourage the use of natural materials to address drainage and erosion issues or other impacts to development.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Adopt design guidelines for institutional drainage infrastructure that requires the use of natural materials.		C	Special Projects Coordinator/Community Development Director	• Updated Expanded Use Permit review criteria requires drainage systems to encourage the use of natural materials, Ord. 6, 2015.
b. Adopt design guidelines for residential drainage infrastructure that requires use of natural materials.	M	F	Community Development Director/City Engineer	•

8. Encourage institutional properties to maintain the primary mission and function of their use. Should an institutional property be sold or ownership changes, the property should maintain the existing use or shall be subject to the uses and standards of the underlying zoning district.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Maintain positive relationships with institutional properties and work in a cooperative manner on future development plans.	I	O	Community Development Director/City Engineer	• Multiple expanded use permits, special event permits and variances have been approved for these institutional properties since adoption of the Master Plan in 2008.

9. Evaluate the need for development standards which better address the transition from one adjacent zoning category or development pattern to another.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create transitional overlay zone for greater setbacks.		C	Community Development Director/City Engineer	• Considered by RDSC and not recommended.

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I = Immediate
S = Short Term (1 Year)
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L = Long Term (3+ Years)

Status
O = Ongoing
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Village Character

Streets & Streetscapes

Goal: Promote the overall semi-rural character of Cherry Hills Village through design and maintenance of streetscapes, public lands and public facilities.

Strategies:

1. Encourage the use of street lights and other outdoor lighting that is designed to preserve a "dark sky" while providing adequate safety.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Adopt dark sky outdoor lighting standards.		C	Community Development Director	• Adopted by Ord. 11, 2010.
b. Explore possible code amendments for recreational use lighting for private clubs and schools.	S	A	Community Development Director	• Consider specific restrictions on time of use of recreational use lighting.

2. Investigate standards that will accommodate all users, such as motorists, equestrians, pedestrians, bicyclists, and at the same time maintain the semi-rural character of the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore "Complete Streets" design standards.		C	Community Development Director	• Considered by P&Z and not recommended.
b. Conduct City-wide traffic study that includes consideration for equestrian, pedestrian and bicyclists as well as motorists.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.
c. Develop Trail Inventory and Long-Range Master Plan.	S	A	Parks, Trails and Recreation Administrator	• Grant received by Arapahoe County Open Space. Project scheduled for 2016.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

3. Consider pedestrian improvements for school-safe zones at street crossings and along major roads adjacent to schools.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Apply for "Safe Routes to School" educational and/or infrastructure grants from CDOT.	M	F	Public Works Director/Special Projects Coordinator	• Current funding options may be for educational projects only.
b. Study options for an improved pedestrian crossing at the Quincy/University intersection, such as an underpass, and explore grant funding options.	L	F	Public Works Director/Special Projects Coordinator	

4. Explore opportunities to improve the streetscape design on state highways within the Village and to improve gateways into the Village in a manner consistent with the semi-rural character of the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Pursue agreements with CDOT, Greenwood Village and Denver on streetscape design along State Highways	I	O	Public Works Director	

5. Explore public and private street standards to minimize street widths in residential areas as much as possible to protect important natural features and enhance the rural look of the streets.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Study options for adoption of street cross section standards for new or redesigned street standards.	M	F	Public Works Director	
b. Evaluate street standards in the Subdivision Ordinance (Municipal Code Chapter 17) to ensure that they promote minimized street widths and the protection of natural features.	M	F	Community Development Director	

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Status
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C = Complete

6. Separate equestrian, pedestrian and bicycle facilities from vehicular traffic when feasible. When equestrian, pedestrian and bicycle facilities are provided within a roadway, such facilities should be designed to emphasize the safety of pedestrians and bicyclists.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Consider separation of trails and design elements to emphasize safety in new capital improvements.	I	O	Parks, Trails and Recreation Administrator/Public Works Director	• Examples include bollards and striping installed on Mansfield Ave.
b. Ensure trail easement dedication and design as part of new subdivisions provides for separated trails when feasible.	I	O	Community Development Director	

7. Evaluate possible methods and financial resources for the burial of above-ground utility lines on public and private lands.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Study feasibility, costs, and funding options for undergrounding utility lines and create priority plan.		C	Public Works Director/Special Projects Coordinator	• Final report of Utility Line Undergrounding Committee presented to City Council June, 2015. • Recommendation is to pursue construction use tax to be used in part to fund undergrounding program.
b. Adopt ordinances requiring undergrounding of existing utility lines adjacent to new subdivisions and for service lines to new homes.		C	Special Projects Coordinator/Community Development Director	• Requirement for new homes to have underground service lines approved by Ord. 1, 2015. • Requirement for undergrounding of existing utility lines adjacent to new subdivisions approved by Ord. 2, 2015.
c. Propose ballot measure in 2015 for adoption of construction use tax to be used in part to fund undergrounding program.	S	F	Finance Director/City Clerk	• Use tax considered for November 3, 2015 special election. City Council approved Resolution 38-15 cancelling election.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
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Property Development

Goal: Balance private property rights and market trends for new development while minimizing impacts on immediately adjacent properties and the overall context of the neighborhood.

Strategies:

1. Review zoning and building codes and variance procedures and update as necessary so that they reflect the intent of preserving the semi-rural character of the Village without adversely impacting private property rights.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Convene study group to review current code and make recommendations on new development standards.		C	Community Development Director	• Residential Development Standards Committee Completed Study and Recommendations in 2009.
b. Develop and adopt new zoning standards.		C	Community Development Director	• Bulk Plane and Floor Area Ratio zoning standards adopted by Ord. 9, 2011. • Neighborhood Review program established by Ord. 1, 2012. • Tree Preservation standards adopted by Ord. 6, 2011. • Retaining Wall standards adopted by Ord. 7, 2011.
c. Review zoning standards as needed to ensure consistency with goal.		C	Community Development Director	• Bulk Plane and FAR review study completed August, 2015. Amendments to code being reviewed by P&Z.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

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2. Evaluate the adequacy of zoning and building code enforcement during the plan review and building stages of development. Develop programs to approve compliance with these codes as necessary.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Review staffing and procedures for plan review and code enforcement.	I	O	Community Development Director/Police Administrative Supervisor	
b. Conduct annual contractor/architect informational breakfast.	I	O	Community Development Director	• Next meeting in early 2016 to discuss 2015 ICC code adoptions.

3. Explore methods to encourage development that minimizes its impact.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
See Strategy No. 1 Above		C	Community Development Director	

4. Evaluate standards for residential lot development, which may include, but is not limited to evaluation of the following:
   a. Energy efficiency and site design techniques which minimize energy consumption or environmental impacts of the more intense site development.
   b. Sites or lots that allow for greater building setbacks so that impacts on streetscapes or immediately adjacent property are minimized.
   c. Dedication or conservation of open space easements.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Develop green building program		C	Community Development Director	• Green building incentive program adopted by Ord. 1, 2014
b. Review open space dedication requirements for new subdivisions to determine if they are adequate	M	F	Parks, Trails and Recreation Administrator	• Council Bill 2, 2009 proposed increase of land dedication from 7.5% to 10%. After multiple public meetings, no action was taken on proposal.
See Strategy No. 1 Above		C	Community Development Director	

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
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C = Complete

5. Explore ways to preserve view corridors and vistas while respecting private property rights.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Study possible zoning and subdivision regulations that could be implemented to help identify and preserve view corridors.	M	F	Community Development Director	• Blue Ribbon Panel Report identifies scenic vistas that could provide a base for regulations.
b. Explore partnerships with private land owners for conservation easements or purchase of property to protect view corridors.	I	O	City Manager/Parks, Trials and Recreation Administrator	

6. Consider energy efficiency and the use of alternative energy devices (i.e. solar or wind energy devices) in new development and redevelopment.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create incentive for new development to incorporate the use of alternative energy devices.		C	Community Development Director	• Green building incentive program adopted by Ord. 1, 2014. Adopted standard incentivizes use of alternative energy devices.
b. Create policy to encourage alternative energy devices in public facilities.		C	Public Works Director	• Public Works Standard Operating Procedures Manual (2014) requires alternative energy devices be used in City facilities.
c. Create policy to encourage energy efficiency measures in public facilities	S	A	Public Works Director	•
d. Utilize alternative energy devices in design of new Public Works and Administration facilities.	S/M	F	Public Works Director	

7. Evaluate current zoning regulations and update those regulations as necessary so that alternative energy devices are designed in a way that minimizes the visual impacts on adjacent properties and blends in with the overall context of the neighborhood.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Study the need for design or buffering regulations for installation of alternative energy devices.	L	F	Community Development Director	

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I = Immediate
S = Short Term (1 Year)
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Status
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A = Active Project
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Open Space, Parks, Trails and Recreation

Open Areas and Scenic Treasures

Goal: ***Increase and protect the amount of Village owned open space and identify and protect key scenic treasures.***

Strategies:

1. Encourage open area preservation and open space acquisition through conservation easements, deed restrictions, recreational easements and other land use restrictions.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore partnerships with private land owners for conservation easements or purchase of property	I	O	City Manager	

2. Develop an inventory of potential open space sites, historic properties, scenic areas and scenic vistas in the Village that can be preserved both practically and economically and that provide public value in that they contribute to openness, provide scenic views or support the preservation of public trails, natural open spaces, wetlands and wildlife habitats.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create and update inventory as needed	I	O	City Manager/Parks, Trails and Recreation Administrator	

3. Establish the necessary Village processes, including a process of working with landowners, to fund, acquire and protect open space, scenic areas and scenic vistas.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Work with land conservation organizations to develop best practices guidelines for the City in working with landowners and providing funding and incentives.	M	F	Parks, Trails and Recreation Administrator	

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I = Immediate
S = Short Term (1 Year)
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Status
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A = Active Project
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C = Complete

4. Develop design standards for structures and facilities in public areas that encourage blending into the natural setting and that minimize impact on the environment and on scenic vistas.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create City-wide parks and open space master plan.	M	F	Parks, Trails and Recreation Administrator	• Master plan could include design and maintenance guidelines for each park. Projected to take place in 2016-2017.
b. Study possible code amendment to Expanded Use Criteria for Public Recreation Facilitates to create specific design standards.	L	F	Parks, Trails and Recreation Administrator	

5. Develop a positive working relationship with the Denver Water Board regarding the use, care and long-term future of the Highline Canal trail and open space.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Participate in pilot project for tree planting and irrigation along Highline Canal.	I	A	Parks, Trails and Recreation Administrator	• Will pursue opportunity to extend tree planting and irrigation further down Canal as Phase II. Target date of 2016-2017
b. Seek agreement with Denver Water to not sell portions of the canal for private use.		C	City Attorney	
c. Participate with Highline Canal Working Group, Highline Canal Conservancy, Arapahoe County and local jurisdictions on long term planning for Canal use	I	A	Parks, Trails and Recreation Administrator	• Funding of planning effort currently being considered.
d. Evaluation different zoning categories for the Canal consistent with its use as a public open space and trail and irrigation canal.	L	F	Community Development Director	

Priority
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S = Short Term (1 Year)
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Status
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C = Complete

Natural Resource Infrastructure

Goal: Enhance and preserve the natural storm water absorption capacity of lands and waterways so as to minimize personal and property damage and threat of erosion.

Strategies:

1. Evaluate the adequacy of floodplain and wetland area designations.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create inventory and mapping of floodplain and wetland areas that are not currently under local or national regulatory jurisdiction.	M	F	Community Development Director	
b. Explore possibility of new Flood Hazard Area Delineation study for non FEMA mapped floodplains that could be incorporated into the City's Floodplain Development Regulations.	M	F	Community Development Director/City Engineer	

2. Encourage establishing City designated wetlands areas and the development of applicable regulations.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Study possible code amendment to create City-level wetlands regulations.	M	F	Community Development Director	
b. Incorporate any new non-FEMA mapped floodplain mapping into Floodplain Development Regulations.	M	F	Community Development Director	

3. Identify and prioritize potential natural resource infrastructure areas based on their capability to reduce erosion, help cleanse stormwater run-off and provide wildlife habitat.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create an inventory of wetlands and other natural areas that may be considered for preservation or regulations.	M	F	Community Development Director	

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L = Long Term (3+ Years)

Status
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C = Complete

4. Explore alternatives for protecting natural resource infrastructure areas such as cooperative agreements, additional regulation and acquisition.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Participate in Urban Drainage and Flood Control District CIP and Maintenance programs.	I	O	Public Works Director	• Annual maintenance performed by UDFCD on select drainageways. • Little Dry Creek bank stabilization completed in 2014.

Goal: Identify and preserve land and water areas that are important to natural vegetation and to wildlife habitat.

Strategies:

1. Develop guidelines for the identification and protection of areas on public lands that are important to vegetation and wildlife environments.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create City-wide parks and open space master plan that incorporates development guidelines to protect vegetation and wildlife environments.	M	F	Parks, Trails and Recreation Administrator	• Projected to take place in 2016-2017.

2. Develop incentives that the Village can provide to private and institutional landowners that will encourage the protection of land and water areas that are important to natural vegetation and to wildlife habitat.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore partnerships with institutional land owners for conservation easements or purchase of property.	I	O	City Manager	
b. Research incentive programs and study options with the Planning and Zoning Commission and City Council.	M	F	Community Development Director	• Possible incentives include a Transfer of Development Rights program or conservation easement program.

Priority
I = Immediate
S = Short Term (1 Year)
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L = Long Term (3+ Years)

Status
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A = Active Project
F = Future Project
C = Complete

3. Work cooperatively with institutions and large parcel owners to protect land and water areas that are important to natural vegetation and to wildlife habitat.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore partnerships with institutional land owners for conservation easements or purchase of property.	I	O	City Manager	

Goal: Preserve the existing Village trail system and design and pursue opportunities to enhance and expand the trail system that are practically and economically achievable.

Strategies:

1. Evaluate the existing trail system in terms of
   a. safe and convenient access for all Village residents
   b. varieties of viable usage (walkers/runners, hikers, horse-back riders, dog walkers, bicyclists)
   c. the impact of the trail use, including parking, on its surroundings (neighborhoods, individual homeowners, streets)

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Develop Trail Inventory and Long-Range Master Plan that will audit and map all current trail and open space easements.	S	A	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Grant received by Arapahoe County Open Space. Project scheduled for 2016.
b. Create City-wide parks and open space master plan that provides design and connectivity considerations for the trail system for all users.	M	F	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Projected to take place in 2016-2017.

2. Identify and investigate opportunities to fill in gaps in the trail system and to increase connectivity with open space and with Village parks, especially the City Center and John Meade Park.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Develop Trail Inventory and Long-Range Master Plan to identify gaps and opportunities for future trails.	S	A	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Grant received by Arapahoe County Open Space. Project scheduled for 2016.
b. Create City-wide parks and open space master plan that provides design and connectivity considerations for the trail system for all users.	M	F	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Projected to take place in 2016-2017.

Priority
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Status
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C = Complete

3. Complete the trail system around the Village perimeter and explore opportunities for additional regional trail connections.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Partner in construction of Highline Canal Underpass at Hampden and Colorado.	I	C	Special Projects Coordinator	• Grants received by DRCOG and CDOT. • Partnership with Arapahoe County, Denver and CDOT

4. Implement consistent, functional design standards for trail markers, signage, bridges and installed (manmade) elements such as trash cans, sign posts and benches.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create administrative policies and design standards for existing parks and trails facilities.		C	Public Works Director/Parks, Trails and Recreation Administrator	• Public Works Standard Operating Procedures Manual (2014) set minimum standards for maintenance of the trails facilities.
b. Create City-wide parks and open space master plan that incorporates design standards for parks and trails.	M	F	Parks, Trails and Recreation Administrator	• Projected to take place in 2016-2017.

5. Develop ways for the Parks, Trails and Recreation Department to set and adhere to consistently high standards in maintaining the trails system.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Public Works Standard Operating Procedures Manual (2014) set minimum standards for maintenance of the trails facilities.		C	Parks, Trails and Recreation Administrator	•
b. Develop Trail Inventory and Long-Range Master Plan.	S	A	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Grant received by Arapahoe County Open Space. Project scheduled for 2016. Trail maintenance program is anticipated to be included in the plan.

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Status
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6. Consider the privacy and safety of residents in locating and maintaining trailheads.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Develop Trail Inventory and Long-Range Master Plan.	S	A	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Grant received by Arapahoe County Open Space. Project scheduled for 2016. Trail maintenance program is anticipated to be included in the plan.

7. Identify land and funding sources in order to improve and expand the trail system and enhance wildlife habitat within the trail system.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Work with land conservation organizations to develop best practices policy manual for the City in working with landowners and providing funding and incentives.	I	O	Parks, Trails and Recreation Administrator	

8. Work with the Colorado Department of Transportation (CDOT) to improve pedestrian and bike path amenities on state-controlled roadways.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Partner in construction of Highline Canal Underpass at Hampden and Colorado.	I	C	Special Projects Coordinator	• Grants received by DRCOG and CDOT. • Partnership with Arapahoe County, Denver and CDOT.
b. Develop Trail Inventory and Long-Range Master Plan.	S	A	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Additional improvements along State-controlled highways may be considered in plan. • Grant received by Arapahoe County Open Space. Project scheduled for 2016.

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C = Complete

9. Provide for safe trail crossings across University Boulevard, Belleview Avenue, Quincy Avenue, Colorado Boulevard, Holly Street and Hampden Avenue.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Partner in construction of Highline Canal Underpass at Hampden and Colorado.	I	C	Special Projects Coordinator	• Grants received by DRCOG and CDOT. • Partnership with Arapahoe County, Denver and CDOT.
b. Develop Trail Inventory and Long-Range Master Plan.	S	A	Parks, Trails and Recreation Administrator/Special Projects Coordinator	• Additional improvements may be identified for these identified roadways. • Grant received by Arapahoe County Open Space. Project scheduled for 2016.
c. Installed flashing pedestrian signal at Highline Canal intersection with Colorado Boulevard.		C	Public Works Director	• Completed in 2008 and upgraded around 2012.
d. Maintain striping and signage for all trail crossings of major roadways.	I	O	Public Works Director	

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Parks and Recreation

Goal: Improve John Meade Park to become an active community recreational park and meeting place that offers different kinds of recreational activities and can host outdoor organized events.

Strategies:

1. Install play equipment and facilities that would accommodate special events.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Complete final design for Phase I – III of 2015 John Meade Park Master Plan, including floodplain development permitting and Expanded Use Permit and start construction of Phase I.	I	A	Parks, Trails and Recreation Administrator	• Include designs and construction of first phase in 2016 budget. Expanded Use Permit and Floodplain Development Permit also required.
b. Complete designs construction final Phase IV of John Meade Park Master Plan.	M	F	Parks, Trails and Recreation Administrator	
c. Apply for grants for Master Plan implementation.	I	A	Special Projects Coordinator/ Parks, Trails and Recreation Administrator	• Local Government Parks and Recreation Grants – Great Outdoors Colorado – maximum of $350,000 – applications due in November. • Land and Water Conservation Fund – applications due in November. • Colorado Parks and Wildlife Recreational Trails – applications due in November. • Arapahoe County Open Space – maximum of $300,000 – applications due in February. • Colorado Water Conservation Board – maximum of $50,000 – applications due in April.

2. Evaluate infrastructure needs for the park such as an equestrian ring, small playing field, pond area, xeriscaped area, public seating, low key lighting (for safety) and parking.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create John Meade Park Master Plan.		C	Parks, Trails and Recreation Administrator	• John Meade Park Master Plan completed August, 2015.

Priority
I = Immediate
S = Short Term (1 Year)
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L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
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C = Complete

3. Utilize energy efficient techniques and environmentally sensitive site design in developing the park and its infrastructure.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore feasibility of using alternative energy devices in development of John Meade Park during design phase.	S	A	Parks, Trails and Recreation Administrator	• Incorporate into Expanded Use Permit and construction documents.

Goal: Maintain and improve the current system of parks.

Strategies:

1. Develop natural, sustainable and low water consuming landscapes in Village parks through energy efficient and other innovative technologies and environmentally sensitive site design.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create City-wide parks and open space master plan that incorporates design standards for landscaping and energy efficient design in City Parks.	M	F	Parks, Trails and Recreation Administrator	• Projected to take place in 2016-2017.

2. Encourage maintenance of equestrian parks.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Update Woody Hollow Park and Meade Park Horse Arenas.		C	Parks, Trails and Recreation Administrator	• Grants obtained from Arapahoe County Open Space

Goal: Identify opportunities to establish new parks through land dedication, donation and acquisition.

Strategies:

1. Establish parks that are dedicated to preservation of views, wildlife corridors, and water habitats.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create City-wide parks and open space master plan.	M	F	Parks, Trails and Recreation Administrator	• Projected to take place in 2016-2017.

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Status
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2. Establish neighborhood parks with recreational opportunities and amenities appropriate to the neighborhood.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create City-wide parks and open space master plan that categorizes park type and provides neighborhood appropriate amenities.	M	F	Parks, Trails and Recreation Administrator	• Projected to take place in 2016-2017.

3. Identify ideal locations for new parks with characteristics that take advantage of existing topography, views, vehicular access and adjacent school facilities.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create and update inventory as needed.	I	O	Parks, Trails and Recreation Administrator	
b. Evaluate land dedication requirements for new subdivisions in context of this strategy.	I	O	Community Development Director	

[Quincy Farm Strategy]

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create visioning plan for Quincy Farms.		C	Parks, Trails and Recreation Administrator	• Grants obtained from Arapahoe County Open Space.
b. Establish planning and oversight committee.	I	O	Parks, Trails and Recreation Administrator	• Committee established in 2015.
c. Create new zone district for property.	S	F	Community Development Director	•
d. Create management plan for Quincy Farms.	M/L	F	Parks, Trails and Recreation Administrator	•

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Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

Goal: ***Continue to meet field sport and active recreation needs through cooperative arrangements using facilities inside and outside the Village.***

Strategies:

1. Consider continuing to provide the Village recreation reimbursement program.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Continue to provide recreation reimbursement to Village Residents.	I	O	Parks, Trails and Recreation Administrator	• Eligible facilities policy updated in 2011

2. Continue to pursue opportunities for use of practice fields at educational institutions within the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore partnerships with institutional land owners use of practice fields as needed for City events and programs.	I	O	Parks, Trails and Recreation Administrator	

Goal: ***Provide for and encourage recreational use of Village parks and trails and the Village Center for volunteer-led programs and special events.***

Strategies:

1. Work with Parks, Trails and Recreation Commission and Public Works staff and Cherry Hills Village citizen volunteers to develop opportunities for residents to engage in special events that promote and benefit Village parks and trail resources.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Develop and implement recreational programming.	I	O	Parks, Trails and Recreation Administrator	• Current programming includes annual movie night, car show and holiday tree lighting.

2. Consider providing space for public gatherings in the Village Center.

a. Implement John Meade Park Master Plan and Hutto Commons performance venue to provide central space for public gatherings.	I	A	Parks, Trails and Recreation Administrator	• Designs and construction of first phase budgeted for 2016. Temporary performance platform for Hutto Commons to be constructed in 2015.

Priority
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S = Short Term (1 Year)
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Status
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Communications and Funding

Goal: ***Effectively communicate with Village residents concerning parks, trails and recreation opportunities.***

Strategy:

1. Parks, Trails and Recreation Commission should have responsibility for frequent public communication concerning special events and news and should utilize the full range of communication resources available to the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Utilize the Village Crier, The Villager newspaper, City website, Channel 22, email blasts and general mailings to inform residents of events and news.	I	O	Parks, Trails and Recreation Administrator	

Goal: ***Maintain the ability of the Village to serve the parks, trails and recreation system, facilitate the public use of that system and support the acquisition of land areas for parks, trails and open space and improvements thereto.***

Strategy:

1. Consider the development of a variety of viable public and private funding sources that may include the following:
   a. Proceeds from City-sponsored special events,
   b. Cash dedicated as part of a successful land subdivision,
   c. Arapahoe County use tax funds,
   d. Recreational reimbursement funds directed by homeowners to the City's Open Space Fund,
   e. Matching funds,
   f. Private or foundation grants, and
   g. Great Outdoors Colorado (GOCO) or other public grants.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Apply for grants for all eligible projects.	I	O	Parks, Trails and Recreation Administrator	• See Appendix A for Grant Inventory.

Priority
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S = Short Term (1 Year)
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Status
O = Ongoing
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Village Center

Goal: Ensure that the Village Center facilities are adequate to meet the current and future needs of the community.

Strategies:

1. Consider implementation of the recommendations made by the Citizen's City Center Committee (CCCC) regarding the redevelopment of the Village Center site.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Create Village Center Conceptual Plan to Implement CCCC recommendations.		C	Public Works Director	• Village Center Conceptual Plan Completed in 2009.
b. Develop Phase I of Conceptual Plan – Combined Police/Fire Station.		C	Public Works Director	• Constructed in 2013.
c. Develop Phase II and III of Village Center Conceptual Plan – Public Works, Administration and John Meade Park Improvements.	M	F	Public Works Director	• John Meade Park Master Plan completed in August, 2015 and may be implemented in separate phasing plan.

2. Evaluate the possibility of locating the Public Work's outdoor storage of vehicles and materials at a site other than the Village Center, possibly outside the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Evaluate the cost/benefit of moving Public Works to new site vs. remaining at Village Center.		C	Public Works Director	• Public Works Facility Plans Study completed June, 2014
b. Pursue Denver Water property on Happy Canyon for Public Works site.		C	Public Works Director	• MOU completed in 2014 for future lease of property. Informed in 2015 that property would not be available for project.
c. Pursue lease agreement with City of Englewood for shared use of facilities.	I	A	Public Works Director	• Relocation of Public Works may also include facilities on "Triangle Site" at Hampden/Lafayette and staging bays at Village Center

Priority
I = Immediate
S = Short Term (1 Year)
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L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

3. Consider the use of energy efficient building techniques and environmentally sensitive site design in the redevelopment of the Village Center site.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Work with facility architect to incorporate energy efficient feature in new Public Works and Administration buildings.	M	F	Public Works Director	
b. Explore the possibility of LEED certification when designing new Public Works and Administration buildings.	M	F	Public Works Director	

4. Explore alternative funding sources to assist with financing the redevelopment of the Village Center site.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Pursue COP funding for construction of new public works facility and administration building.	S	F	Public Works Director	

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Status
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F = Future Project
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Transportation

Traveling In and Out of the Village

Goal: Promote strategic improvements that provide for safe and efficient traffic movement for Village residents, with minimal effect on cut through traffic.

Strategies:

a. Investigate programs for maintaining and enhancing existing vehicular connections between local streets and perimeter streets to provide residents with alternative routes when moving about the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Conduct City-wide traffic study that will address vehicular routes through the City.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.

b. Work with the Colorado Department of Transportation on the state's highways located in the Village to develop a program of calming traffic, aesthetic improvements and pedestrian accommodation.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
c. Explore an agreement with surrounding jurisdictions and CDOT for improved landscape medians in state highways.	M	F	City Manager/Public Works Director	• Multiple contacts and efforts have been made with Greenwood Village and CDOT for Belleview improvements.

c. Collaborate with other local jurisdictions and entities to mitigate the traffic impacts of future developments in the region.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Participate in Belleview Interchange Study.	I	O	Public Works Director	
b. Partner with Greenwood Village, Denver, Englewood and CDOT on a Belleview Corridor Traffic Mitigation Study	M	F	Public Works Director	

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L = Long Term (3+ Years)

Status
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C = Complete

d. Continue to improve safety at major intersections that interface pedestrian, bikes and vehicles to allow safer crossings.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Partner with Greenwood Village, Glenmoor Country Club and Glenmoor Country Club HOA on a traffic light at Glenmoor Country Club/Steel Street intersection with E. Belleview Avenue.	S	A	Public Works Director	
b. Study the need for a traffic light at the Franklin St./E. Belleview Avenue Intersection.	L	F	Public Works Director	
c. Study options for an improved pedestrian crossing at the Quincy/University intersection, such as an underpass, and explore grant funding options.	L	F	Public Works Director	

e. Continue to provide traffic enforcement that discourages cut-through traffic.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Utilize radar trailer and provide additional traffic enforcement patrols along strategic routes.	I	O	Police Commander	
b. Continue to provide strict traffic enforcement that discourages violations of City and State traffic regulations.	I	O	Police Commander	

c. Discourage the conversion of local or collector streets into arterial streets.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Conduct City-wide traffic study that will include options for traffic calming and discourage cut through traffic on major roadways in City.	S	A	Public Works Director	• There are no known streets that are likely to be converted to arterial.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

d. Investigate intersection improvements that would reduce vehicle congestion at those intersections.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Conduct City-wide traffic study that will address vehicular congestion at major intersections.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.

Cut Through Traffic

Goal: Promote a traffic management program that strategically targets local streets with high cut-through traffic volumes, reduces traffic speed and improves safety on arterial and collector streets.

Strategies:

1. Investigate programs managing traffic on local and collector streets that facilitate convenient connections for residents of the community while discouraging cut-through traffic between the arterial streets. This program should focus on concepts such as traffic control signs and narrowing traffic lanes, rather than street closures and barricades.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Conduct City-wide traffic study that will include options for traffic calming and discourage cut through traffic on major roadways in City.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.

2. Work directly with the Colorado Department of Transportation on state-controlled roadways to promote improvements designed to increase traffic safety and flow for regional travelers on the State's highways located within the Village. The intent of doing so is to make the Village's streets less appealing as cut-through travel routes.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Coordinate with CDOT to improve University/Belleview, University/Hampden, and Colorado/Hampden intersections.	M	O	Public Works Director	• University/Belleview and Colorado/Hampden intersections improved in 2013. • University/Hampden intersection planned for improvement in 2016/17.

3.

Priority
I = Immediate
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L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

Consider implementation of the recommendations of the Spring 2000, Cherry Hills Village Traffic Management Plan, where feasible and appropriate.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Conduct City-wide traffic study that will include options for traffic calming and discourage cut through traffic on major roadways in City.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.

Alternative Travel Modes

Goal: Promote opportunities for all travel modes, including the personal automobile, public transit, bicycle and pedestrian, while preserving the semi-rural character of Cherry Hills Village.

Strategies:

1. Investigate a local program that emphasizes bicycle and pedestrian facilities for transportation purposes. Such programs should be sensitive to the semi-rural character of Cherry Hills Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Explore "Complete Streets" design standards.	S	F	Community Development Director	• Considered by P&Z in 2009 and not recommended. • Consider Complete Streets concept in upcoming City-wide traffic study.
b. Conduct City-wide traffic study that includes consideration for equestrian, pedestrian and bicyclists as well as motorists.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.
c. Develop a multi-modal transportation plan for the City.	L	F	Community Development Director/Parks, Trails and Recreation Administrator	• The plan should provide standards for the design of the trails to promote use by all user groups and create an integrated transportation system for all user groups.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

2. Work with Colorado Department of Transportation on state-controlled roadways to investigate a similar policy and system emphasizing multi-modal transportation opportunities as a component of these roadways.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Partner in construction of Highline Canal Underpass at Hampden and Colorado .	I	C	Special Projects Coordinator	• Grants received by DRCOG and CDOT. • Partnership with Arapahoe County, Denver and CDOT.

3. Actively partner in regional transit discussions and recognize the role transit has in the regional system, particularly in serving non-automobile travelers such as youth and the growing elderly population.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Participate in DRCOG MetroVisions and Regional Transportation Plan processes and RTD FastTracks planning efforts.	I	O	Public Works Director	•

4. Continue to expand off-street pedestrian and bicycle connections to get to various destination points.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Partner with the City of Englewood to construct on-street bicycle route along S. Clarkson Street.	M	F	Public Works Director	•
b. Conduct City-wide traffic study that will address multi-modal transportation options.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.

5. Explore ways to address connections to commercial and institutional properties, as well as other service areas or destination points.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Conduct City-wide traffic study that will study cut through vs destination traffic in the City and explore options for facilitating destination traffic but discourage cut through traffic.	S	A	Public Works Director	• Currently hiring engineering firm to conduct study.

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

Utilities and Infrastructure

Goal: Improve efficiencies in utilities and infrastructure within the Village while balancing the aesthetics of the Village.

Strategies:

1. Expedite efforts to consolidate sanitary sewer and water districts in order to enhance the quality and efficiency of the overall sanitary sewer and water service systems within the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Establish a policy for consolidation of sanitary sewer and water districts.		C	Public Works Director	• Comprehensive policy and procedures adopted for dissolution and continuation of service for sanitary sewer and water districts – Resolution 25, 2015.

2. Educate the community on the benefits of consolidating sanitary sewer and water districts.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Utilize the Village Crier to provide information on possible benefits of consolidation to support consolidation efforts.	I	O	Public Works Director	
b. Cooperate with and provide technical assistance to any home owners associations or neighborhood groups wishing to consolidate districts.	I	O	Public Works Director	

3. Explore possible funding mechanisms for the consolidation and improvement of both the sanitary sewer system and the water service system.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Research the formation of new special districts as needed to assist home owners associations or neighborhood groups wishing to consolidate districts.	I	O	Public Works Director	

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

4. Support the policies of the Tri-County Health Department and the State of Colorado regarding septic tank permitting, which do not allow new septic systems or replacement of existing septic systems when sanitary sewer service is available.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Enforce Tri-County Health Department septic tank permitting requirements.	I	O	Community Development Director	• No new or replacement septic tanks or major repairs allows in City.

5. Pursue opportunities for greater communication with and input to the Denver Water Board.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Participate in Technical Advisory Committee to review water fee structure and infrastructure in City.	I	O	Public Works Director	• Regional group of cities and districts that have service agreements with Denver Water.

6. Explore and pursue opportunities to improve wireless communications coverage while considering potential impacts on property owners, views and community character.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Update wireless communications zoning code to provide expedited and more predictable review processes for wireless communication facilities.		C	Community Development Director	• Updated code adopted by Ord. 8, 2007.
b. Contact service providers to request additional service and inform them of updated zoning code.		C	Community Development Director	• Letters sent to list of wireless provider contacts in 2008.
c. Work with infrastructure provider to install small cell network on utility poles to improve wireless network.		C	Community Development Director	• Right of way use agreement approved in 2009. • Conditional use permits issued in 2010 and 2011 to expand small cell network to one node on private property and two nodes on new poles in the right of way.
d. Map areas in the Village that do not have adequate service and use this information to request additional infrastructure from wireless providers.	M	F	Community Development Director	•

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

7. Formalize a policy for burying above-ground utilities and evaluate possible funding mechanisms available.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
d. Study feasibility, costs, and funding options for undergrounding utility lines and create priority plan.		C	Public Works Director/Special Projects Coordinator	• Final report of Utility Line Undergrounding Committee presented to City Council June, 2015. • Recommendation is to pursue construction use tax to be used in part to fund undergrounding program.
e. Propose ballot measure in 2015 for adoption of construction use tax to be used in part to fund undergrounding program.	I	A	Public Works Director/City Clerk	

8. Continue maintenance of the transportation network within the Village while considering street and streetscape improvements listed in the Village Character chapter.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Continue with current street maintenance program.	I	O	Public Works Director	•

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

Community Services

Goal: Continue to provide excellent community services to Village residents.

Strategies:

1. Maintain the high level of award winning service provided by the Cherry Hills Village Police Department.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Pursue department accreditation through Colorado Association of Chiefs of Police Professional Standards Program.		C	Police Chief	• Accredited in 2008 and reaccredited in 2014.

2. Continue to support the partnership with Parker-South Metro Fire Rescue Authority and explore opportunities to improve the department's services.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Develop Phase I of Village Center Conceptual Plan – Combined Police/Fire Station.		C	Public Works Director	• Constructed in 2013.

3. Work with educational and religious institutions within the Village to continue to encourage them to make their facilities available for various community events.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Maintain positive relationships and contacts with educational and religious institutions.	I	O	City Manager	

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
A = Active Project
F = Future Project
C = Complete

4. Continue to foster a mutually beneficial relationship between the Village and the private clubs located in the Village.

Implementation Action:	*Priority:*	*Status:*	*Lead Staff:*	*Notes:*
a. Maintain relationships and current contacts with private clubs in the Village.	I	O	City Manager	•
b. Work cooperatively with private clubs on planning for and implementation of major events.		C	Community Development Director/Police Chief	• Successfully worked with Cherry Hills Country Club on 2012 US Amateur Golf Championship • Successfully worked with Cherry Hills Country Club on 2014 BMW Golf Championship

Priority
I = Immediate
S = Short Term (1 Year)
M = Medium Term (1-3 Years)
L = Long Term (3+ Years)

Status
O = Ongoing
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Appendix A – Grant Index

Grants Applied for Since 2008

Agency	Project	Amount	Match	Submitted	Awarded
Arapahoe County Open Space	Meade Park Horse Arena Restoration	$27,900	$12,250	1/1/08	Yes
Arapahoe County Open Space	Asphalt Trail Overlay Phase III	$42,900	$50,090	1/1/08	Yes
DOLA Colorado Waste Tire Grant Program	John Meade Park Equestrian Area	N/A	N/A	1/1/08	Withdrawn
Great Outdoors Colorado	High Line Canal Trail Tunnel Lights	$17,810	$9,946	2/29/08	No
Arapahoe County Open Space	Woodie Hollow Park Horse Arena Restoration	$25,085	$13,507	2/2/09	Yes
Colorado Parks and Recreation Association Foundation	Dahlia Hollow Park Tree Planting	$500	$500	5/7/09	Yes
Arapahoe County Open Space	Underpass at Woodie Hollow Park	$57,700	$52,000	1/1/10	Withdrawn
DRCOG Small Community Technical Assistance Program	Residential Bulk Plane Study	$19,508	$23,750	1/6/10	
Colorado Parks and Recreation Association Foundation	Buell Mansion Tree Planting	$500	$500	3/15/10	Yes
Arapahoe County Open Space	Quincy Farm Resource Assessment	$46,000	$10,000	2/18/11	Yes
Colorado Parks and Recreation Association Foundation	Buell Mansion Tree Planting	$500	$500	3/30/11	Yes
Great Outdoors Colorado	Funded Youth Corps Crews	$54,600	$15,000	5/13/11	No
Arapahoe County Open Space	High Line Tree Planting Plan	$7,200	$1,800	3/2/12	Yes
Colorado Parks and Recreation Association Foundation	Buell Mansion Tree Planting	$500	$500	3/6/12	Yes
Arapahoe County Open Space	Quincy Farm Management Plan	$25,000	$25,000	2/1/13	Yes
Arapahoe County Open Space	Woodie Hollow Park Creek Stabilization	$130,000	$36,800 (CHV) $150,000 (UDFCD)	2/7/14	Yes
Arapahoe County Open Space	John Meade Park Master Plan	$35,000	$10,000	2/7/14	Yes
CDOT Transportation Alternatives Program	Trail Inventory and Master Plan	$50,000	$10,000	9/16/14	No

Appendix A – Grant Index

DRCOG Transportation Improvement Program	High Line Canal Underpass	$3,050,000	$1,100,000 (split between CHV, Denver & Arapahoe County)	9/16/14	Yes
CDOT FASTER Safety Mitigation	High Line Canal Underpass	$1,000,000	$250,000 (split between CHV, Denver & Arapahoe County)	11/4/14	Yes
Arapahoe County Open Space	Trail Inventory and Master Plan	$50,000	$5,750	1/29/15	Yes
Arapahoe County Open Space	Three Pond Park Irrigation and Tree Planting	$25,000	$3,000	1/29/15	Yes
Arapahoe County Open Space	City-Wide Trail Surface Treatment	$50,000	$41,000	1/29/15	Yes
DOLA Energy and Mineral Impact Assistance Program	Broadband Feasibility Study	$60,000	$22,500	4/22/15	Withdrawn
Total Amount Applied for		**$4,775,703**	**$307,593**		
Total Amount Awarded		**$4,535,593**	**$198,147**		

Future Grant Opportunities

- School Zone Improvements – Colorado Safe Routes to School – CDOT – applications generally due in November
- John Meade Park Improvements – Local Government Parks and Recreation Grants – Great Outdoors Colorado – maximum of $350,000 – applications due in November
- John Meade Park Improvements – Land and Water Conservation Fund – applications due in November
- Trail Improvements – Colorado Parks and Wildlife Recreational Trails – applications due in November
- John Meade Park Improvements – Arapahoe County Open Space – maximum of $300,000 – applications due in February
- High Line Canal Trail Resurfacing – Arapahoe County Open Space – maximum of $300,000 – applications due in February
- John Meade Park Improvements – Colorado Water Conservation Board – maximum of $50,000 – applications due in April

Vice Chair Rubin asked if HOA covenants would allow these changes.

Mr. Zuccaro replied that homeowners are obligated to follow whichever is more restrictive of the HOA covenants and City codes.

Lucinda Greene, resident, stated that the equestrian community feels that 4 feet is an acceptable height to provide safety to both horses and dogs. She continued to say that an area of concern to the equestrian community is areas that freeze on the trails due to shade from fencing and vegetation.

Chair Savoie stated that the privacy of residents overrides freezing areas on the trails.

Mr. Zuccaro stated that if the PTRC has differing recommendations from the Commission, the proposal could come back before the Commission in the future.

b. Draft Master Plan Implementation Plan

Mr. Zuccaro stated that at the joint study session of the PTRC and the Planning and Zoning Commission, both commissions, as well as City Council, stated that no major changes were needed to the Master Plan. He continued to say that all the parties involved agreed that what was needed was a formal implementation plan for the Master Plan.

Mr. Zuccaro stated that many of the items in the draft implementation plan are administrative. He stated that each item was given a priority, status, and action items where applicable. He continued to say that all of the goals and strategies are identical to the Master Plan; the only new item in this document is the implementation.

Commissioner LaMair stated that a table of contents would be useful.

The Commission discussed the following items:

1. Page 3, item 1a. Mr. Zuccaro stated that many questions come up regarding higher density residential facilities, such as a senior living facility. He stated that staff strongly discourages these types of applications.

Commissioner Niederman stated that many in the Denver Metro area are aware of the strict zoning requirements and allowances in the City. He continued to ask if there was any City recreational use for the property located at the intersection of University and Quincy.

Mr. Zuccaro replied that the property is divided into 4 one acre parcels with a private access road. He continued to say that the City currently does not have any active recreational areas.

Chair Savoie stated that traffic at the intersection would make it difficult to have any kind of recreation facility in this location.

2. Page 4, item 4a. Mr. Zuccaro stated that currently residents are eligible for a 15% discount on flood insurance due to the City's rating.

   Commissioner Blum asked what floodplain development had occurred with the Blue Hill Subdivision application.

   Mr. Zuccaro replied that there were only curb improvements in the floodplain.

3. Page 4, item 5a. Commissioner LaMair stated that property owners could benefit more tax wise from a conservation easement as opposed to the land being zoned open space.

4. Page 5, item 7a. Chair Savoie stated that both items 7a and 7b should be given higher priority.

   Commissioner LaMair asked why paved parking was required as opposed to gravel.

   Mr. Zuccaro replied that paved surfaces are able to be striped and provide better access for emergency vehicles in inclement weather.

5. Page 7, item 3b. Chair Savoie stated that there were other sites in the City that could benefit from pedestrian crossing areas.

6. Page 7, item 4a. Commissioner Niederman stated that landscaping along University should be a priority.

7. Page 8, item 7c. Mr. Zuccaro stated that Cherry Hills Village is one of the only cities in the Metro area that does not have a construction use tax and an exemption on tax for deliveries into the City. He continued to say that this tax, if passed, would replace the service expansion fee.

   Commissioner Blum asked what the tax rate would be.

   Mr. Zuccaro replied 3%. He continued to say that there was an informational meeting regarding the issue on August 27, 2015.

8. Page 11, item 7a. Mr. Zuccaro stated that the increased interest in ground mounted solar panels raises the issue of additional buffering or setback requirements.

9. Page 12, item 1a. Chair Savoie asked if there were any partnerships in the works.

   Mr. Zuccaro replied that City Council has looked at many parcels of land. He continued to say that the main issue is that land cannot be purchased above appraisal price.

   Commissioner LaMair stated that it would be prudent to have a fund set up so that City Council had access to funding when quick decisions needed to be made.

10. Page 13, item 5d. Commissioner LaMair stated that conservation easements could be pursued.

    Mr. Zuccaro replied that the City is working with Denver Water on the Highline Canal zoning. He continued to say that the City of Centennial has rezoned the canal to open space.

11. Page 25, all items. Mr. Zuccaro stated that the City is working with the City of Englewood to relocate the public works department to a shared facility in Englewood.

    Commissioner LaMair asked what happened with the agreement on the facility with Denver Water.

    Mr. Zuccaro replied that Denver Water decided to terminate the agreement.

12. Page 27, item 1a. Commissioner Blum stated that traffic in the City is a major concern and should be an immediate priority.

13. Page 27, item 3a. Mr. Zuccaro stated that the Belleview Interchange Study will only study internal traffic.

    Commissioner Blum stated that is should be expanded to include all traffic.

14. Page 31, item 4a. Mr. Zuccaro stated that the City will be partnering with the City of Englewood to construct on-street bicycle routes along S. Clarkson St.

15. Page 32, item 1a. Mr. Zuccaro stated that there were policies and procedures adopted for dissolution and continuation of service for sanitary sewer and water districts.

16. Page 33, item 6. Commissioner Niederman stated that the cellular service is an ongoing problem in the City and addressing it should be an immediate priority.

    Mr. Zuccaro replied that the company the City works with to install antennae throughout the City is willing to install whatever is requested; however, the City has been told repeatedly by a variety of service providers that there are not enough subscribers to justify their costs.

Vice Chair Rubin thanked Mr. Zuccaro for all of his hard work on this project.

Chair Savoie added that he is always impressed with the work and organization of City staff.

ADJOURNMENT

Vice Chair Rubin made a motion, which was seconded by Commissioner Blum, to adjourn the meeting.

The motion passed unanimously.

The meeting was adjourned at 8:40 p.m.

_____

Peter Savoie, Chairman

_____

Cesarina Dancy, Community Development Clerk

1. Parallel to public trails, parks, or open spaces:
   6 ft. and minimum 75% open.
2. Front yard for the R-1 District:
   4 ft. if less than 50% open or
   6 ft. if more than 50% open.
3. Front yards for R-2, R-3, R-3A, C-1 and C-2 Districts
   4 ft. and minimum 50% open.
4. Front yards for the R-4 and R-5 Districts
   No fence allowed in front yard.

The PTRC discussed whether there is a need for front yard fencing with the exception of horse properties and properties along main streets. The concern is that fences are detrimental to the character of the Village and the rural feel of the Community. The current code calls for 6 foot solid fences.

The Commission discussed limiting front yard fences along public trails and specifying the type of fencing that can be installed when it affects the view corridor. An example was wrought iron fences that give an open feel and still provide security to the homeowner.

Mr. Zuccaro presented two scenarios for the PTRC. First, the PTRC could agree with P&Z's proposal with minor adjustments and go before City Council. Second, if PTRC is recommending significant changes then a joint study session between the two commissions could be scheduled to establish a consensus.

The PTRC agreed to move forward with P&Z's recommendation that fences parallel to public trails, parks or open spaces will be a maximum of 6 feet with a minimum 75% open and to further study the front yard fencing recommendations.

Mr. Eber moved, seconded by Mr. Ganger to move forward with Planning and Zoning's recommendation that fences parallel to public trails, parks or open spaces will be a maximum of six feet with a minimum of 75% openness to be presented to City Council and to schedule an additional study session with the Planning and Zoning Commission to study front yard fencing.

The motion carried unanimously.

MASTER PLAN IMPLEMENTATION – ROB ZUCCARO

Mr. Zuccaro presented a draft Implementation Plan for the Cherry Hills Village Master Plan for review and recommendation to the City Council. The Commission reviewed each section of the Master Plan and recommended minor changes that Mr. Zuccaro will incorporate before presenting to City Council.

SUBCOMMITTEE DISCUSSIONS

a. Summary Sheet

Trail Enhancement Update

1. Signs for Highline Canal

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

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: LAURA SMITH, CITY CLERK

SUBJECT: RESOLUTION 40, SERIES 2015; AFFIRMING THE APPOINTMENT OF JAMES E. TURRE AS MUNICIPAL JUDGE, AFFIRMING THE APPOINTMENT OF PENELOPE D. COFFMAN AS ALTERNATE MUNICIPAL JUDGE, APPOINTING JOHN F. WELBORN AS AN ALTERNATE MUNICIPAL JUDGE AND SETTING THE TERM FOR EACH MUNICIPAL JUDGE APPOINTMENT

DATE: OCTOBER 6, 2015

ISSUE

Shall City Council approve Resolution 40, Series 2015 (Exhibit A)?

DISCUSSION

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

Staff was directed by Mayor Christman to prepare a resolution appointing John F. (Jeff) Welborn as an additional alternate municipal judge, and City Attorney Michow recommended formally establishing terms for all municipal judge appointments. Staff recommends making the appointments effective through and terminating on January 3, 2017, which will be the organizational meeting after the next regular municipal election. This will coincide with the normal reappointment of municipal judges and maintain consistency in the terms for all three judge appointments.

Mr. Welborn notified staff that he is unable to attend the October 6, 2015 Council meeting but he provided a letter of interest for his appointment as an alternate municipal judge (Exhibit C).

RECOMMENDED MOTION
"I move to approve Resolution 40, Series 2015; Affirming the appointment of James E. Turre as municipal judge, affirming the appointment of Penelope D. Coffman as alternate municipal judge, appointing John F. Welborn as an alternate municipal judge and setting the term for each municipal judge appointment."

ATTACHMENTS
Exhibit A: Resolution 40, Series 2015
Exhibit B: January 6, 2015 Council Packet Item 14d
Exhibit C: Letter of Interest from Jeff Welborn

EXHIBIT A

RESOLUTION NO. 40
SERIES OF 2015

INTRODUCED BY: _____
SECONDED BY: _____

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
AFFIRMING THE APPOINTMENT OF JAMES E. TURRE AS THE MUNICIPAL JUDGE, AFFIRMING THE APPOINTMENT OF PENELOPE D. COFFMAN AS ALTERNATE MUNICIPAL JUDGE, APPOINTING JOHN F. WELBORN AS AN ALTERNATE MUNICIPAL JUDGE AND SETTING THE TERM FOR EACH MUNICIPAL JUDGE APPOINTMENT

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

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

WHEREAS, on January 6, 2015, the City Council appointed James E. Turre as the Municipal Judge to preside over the Municipal Court, and appointed Penelope D. Coffman to serve as an alternate judge; and

WHEREAS, the City Council desires to appoint John F. (Jeff) Welborn as an alternate judge; and

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

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

WHEREAS, the City Council desires to establish the term of the Municipal Judge and each alternate judge to be effective through and terminating on January 3, 2017.

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

Section 1. Appointment of James E. Turre. The City Council hereby affirms the appointment of James E. Turre as the Cherry Hills Village Municipal Judge effective as of January 6, 2015. The term of appointment shall expire on January 3, 2017.

Section 2. Appointment of Penelope D. Coffman. The City Council hereby affirms the appointment of Penelope D. Coffman as an alternate municipal judge effective January 6, 2015. The term of appointment shall expire on January 3, 2017.

Section 3. Appointment of John F. (Jeff) Welborn. The City Council hereby appoints John F. (Jeff) Welborn as an alternate municipal judge effective October 6, 2015. The term of appointment shall expire on January 3, 2017.

Section 4. Effective Date. This Resolution shall take effect upon its approval by the City Council.

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

(SEAL)

_____
Laura Christman, Mayor

ATTEST:

_____
Laura Smith, City Clerk

Approved as to form:

_____
Linda C. Michow, City Attorney

EXHIBIT 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: 14b

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN H. PATTERSON, CITY MANAGER

SUBJECT: APPOINTMENT OF JUDGE JAMES E. TURRE TO THE POSITION OF PRIMARY MUNICIPAL COURT JUDGE AND JUDGE PENELOPE D. COFFMAN TO THE POSITION OF ALTERNATE MUNICIPAL COURT JUDGE

DATE: JANUARY 6, 2015

DISCUSSION:
Section 7.1 of the Cherry Hills Village City Charter states, "The Municipal Court shall be presided over and its functions exercised by one or more Municipal Judges, appointed by the Council for a term to be at the pleasure of the Council".

RECOMMENDED MOTION:
"I move to approve the appointment of Judge James E. Turre to the position of primary Municipal Court Judge and Judge Penelope D. Coffman to the position of alternate Municipal Court Judge."

EXHIBIT C

Welborn
4901 S. Fairfax St., Cherry Hills Village CO 80121
303-773-6115 (home), 303-884-8325 (cell)

October 1, 2015

Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
Attn: City Clerk, Laura Smith

Dear Mayor and Council,

Earlier last month Judge Turre contacted me to ask whether I would be interested in serving as an Alternate Municipal Judge for the City. I told him I would. At his suggestion, I contacted the Mayor to get her view and to learn more about the appointment process. Mayor Chrisman did some checking and encouraged me to apply, so here I am.

My CV is attached.

I have not had previous experience as a judge, but I have had experience both as an arbitrator and a mediator. I presided over many evidentiary hearings when I was Chair of the Colorado Oil & Gas Conservation Commission. Also, as a young lawyer at the David Graham & Stubbs firm, I was in the litigation department and found myself in Denver County Court (the equivalent of our Municipal Court) on many occasions, often on traffic matters.

This position interests me very much. It is a way I can use my legal qualifications to remain somewhat relevant and continue constructive involvement with our wonderful community.

Thank you for your consideration of my application.

Sincerely yours,

Jeff Welborn

cc: Judge Jim Turre

Jeff (John F.) Welborn

Welborn Sullivan Meck & Tooley
1125 17th Street #2200, Denver CO 80202
jeffwelborn@ecentral.com, 1-303-884-8325

Current Professional Affiliations

- Of Counsel, Welborn Sullivan Meck & Tooley PC (Denver)
  (natural resource matters; dispute resolution: mediation and arbitration)
- Principal, Western Mining Services LLC (Denver/Perth)
  (mineral industry consultants)

Legal Experience

- Litigation including trial and pretrial experience in civil, commercial disputes – primarily natural resource matters
- Mediation, arbitration – business transactional disputes; oil and gas, mining, water and other natural resource disputes
- Transactional work and deal negotiation for domestic and international clients -- primarily natural resource matters
- Federal and state regulatory and permitting proceedings involving natural resource and environmental matters
- General corporate, royalty and tax matters in mineral exploration, oil and gas, mining

Adjudicatory/Regulatory Experience

- Commissioner/Chairman, Colorado Oil and Gas Commission (1982-92)
- Councilmember /Mayor, Cherry Hills Village Colorado (1983-84, 1990-2002)
- Mediator/arbitrator in natural resource and other disputes since 2008

Employment History

- Davis Graham & Stubbs (1972-74), associate attorney
- Welborn Dufford Brown & Tooley (1974-93), associate/partner
- Welborn Sullivan Meck & Tooley (1993-97), managing partner
- Divisional/General Mgr, WMC Resources Ltd (1997-2005) (Australia)

Teaching

- Adjunct Professor (Mining, Oil & Gas, Water), Univ. of Denver Law School
- Instructor, Oil & Gas Law, Univ. of Colorado School of Law
- Continuing legal education courses in oil & gas and mining
- Currently teach global commercial risk management, negotiation tactics and bribery/corruption response training in senior exploration management programs

Education and Bar Admissions

- Dartmouth College (BA, 1968)
- Univ. Michigan Law School (1969-70)
- Univ. Colorado School of Law (JD, 1972)
- Denver and Colorado Bar Associations (1972 – present)

October 2015

CHERRY HILLS VILLAGE
COLORADO

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www.cherryhillsvillage.com

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

ITEM: 9d

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: RESOLUTION 41, SERIES 2015: GREAT OUTDOORS COLORADO LOCAL GOVERNMENT PARK GRANT

DATE: OCTOBER 6, 2015

Great Outdoors Colorado (GOCO) invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers and open spaces. GOCO's local government park, outdoor recreation and environmental educations grants are designed for the following uses: new park development, enhancing park facilities, park land acquisition, and environmental education facilities. The City is planning to submit an application in November 2015 to this program for the engineering design and first phase of construction of John Meade Park and Alan Hutto Memorial Commons.

In August 2015, the City Council approved the John Meade Park and Alan Hutto Memorial Commons Master Plan. The next step in development is the completion of engineering design and permitting and first phase of construction, which will consist of the reconstruction of the Meade Lane and Quincy Avenue roadway crossings and demolition of the former fire station and Public Works facility. The City Engineer recommends that the first phase of construction include the roadway crossings in order to open up the largest constraints on the floodplain and reduce permitting needs for the remainder of the project.

The City will have two years from the award date to complete the proposed work. The City will request $350,000 from GOCO with a local match of $450,000. The City is also planning to request an additional $300,000 from Arapahoe County Open Space (ACOS). If funding is not approved by GOCO or ACOS, the City is prepared to move forward with engineering design

and permitting and will begin construction at a later date. Staff recommends that the City Council approve submittal of the grant application to request funds for the project.

RECOMMENDED MOTION:
"I move to approve Resolution 41, Series 2015, approving the submittal of the Great Outdoors Colorado Local Government Park grant application for engineering design and permitting and first phase of construction of John Meade Park and Alan Hutto Memorial Commons."

ATTACHMENTS:
Exhibit A: Resolution 41, Series 2015

EXHIBIT A

RESOLUTION NO 41
SERIES OF 2015

INTRODUCED BY:
SECONDED BY:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR RECREATION GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE COMPLETION OF JOHN MEADE PARK DESIGN AND PHASE I CONSTRUCTION

WHEREAS, the City Council of the City of Cherry Hills Village ("City") supports the City's Great Outdoors Colorado ("GOCO") grant application for John Meade Park Design and Phase I Construction as more fully described herein; and

WHEREAS, the City has submitted an application seeking grant funds in the amount of Three Hundred Fifty Thousand Dollars ($350,000) from Great Outdoors Colorado (the "Application") to fund John Meade Park Design and Phase I Construction (the "Project") to improve John Meade Park, a park centrally located in the City, to and provide outdoor recreational opportunities for the public; and

WHEREAS, if the grant is awarded, the City Council supports the completion of John Meade Park Design and Phase I Construction.

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

Section 1. The City Council strongly supports the Application and has appropriated the matching funds for such grant with Great Outdoors Colorado.

Section 2. If the Application is approved and the grant is awarded, the City Council commits to the completion of the Project.

Section 3. The City Council authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 4. The Project site (known as John Meade Park) is owned by the City and will continue to be owned by the City for the next twenty-five (25) years.

Section 5. The City Council recognizes that as the recipient of a Great Outdoors Colorado Local Government grant, the Project site must provide reasonable public access.

Section 6. The City Council will continue to maintain John Meade Park in a high quality condition and will appropriate funds for maintenance in its annual budget.

Section 7. If the grant is awarded, the City Council hereby authorizes the Deputy City Manager/Public Works Director to sign the grant agreement with Great Outdoors Colorado.

Section 8. This resolution is in full force and effect from and after its passage and approval.

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:

_____
Laura Smith, City Clerk

APPROVED AS TO FORM:

_____
Linda C. Michow, City Attorney

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ITEM: 9e

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: RESOLUTION 42, SERIES 2015: COLORADO PARKS AND WILDLIFE LARGE CONSTRUCTION AND MAINTENANCE GRANT

DATE: OCTOBER 6, 2015

The mission of the Colorado Parks and Wildlife (CPW) state trails program is to facilitate the development and maintenance of trails in Colorado and to promote the understanding and stewardship of Colorado's outdoors by providing opportunities for public use and support of trails. CPW's non-motorized recreational trails grants are designed for the following uses: small construction/maintenance, large construction/maintenance and planning/support. The City is planning to submit a large construction/maintenance grant application in November 2015 for a new section of the High Line Canal trail to the south of Hampden Avenue to accommodate an underpass.

In April 2015, the Denver Regional Council of Governments (DRCOG) and Colorado Department of Transportation (CDOT) awarded $4 million to the City of Cherry Hills Village, City and County of Denver and Arapahoe County to install two underpasses at Hampden Avenue and Colorado Boulevard improve pedestrian and cyclist safety and increase trail connectivity. The new section of trail to the south of Hampden Avenue is needed in order to connect the existing High Line Canal trail to one of the underpasses that is to be installed under Hampden Avenue in 2017. This section was not included in the scope of work that was previously awarded funds by DRCOG and CDOT.

The City will have two years from the award date to complete the proposed work. The City will request $130,000 from GOCO with a local match of $48,215. The City is also planning to request an additional $40,000 from Arapahoe County Open Space (ACOS). If funding is not approved

by GOCO or ACOS, the City is prepared to move forward as funds for the total project have been included in the long-term capital expenditures plan. Staff recommends that the City Council approve submittal of the grant application to request funds for the project.

RECOMMENDED MOTION:
"I move to approve Resolution 42, Series 2015, approving the submittal of the Colorado Parks and Wildlife large grant application for construction of a new section of the High Line Canal trail to the south of Hampden Avenue to accommodate an underpass."

ATTACHMENTS:
Exhibit A: Resolution 42, Series 2015

EXHIBIT A

RESOLUTION NO 42
SERIES OF 2015

INTRODUCED BY:
SECONDED BY:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE SUPPORTING THE GRANT APPLICATION FOR A LARGE CONSTRUCTION AND MAINTENANCE GRANT FROM THE COLORADO PARKS AND WILDLIFE STATE TRAILS PROGRAM FOR CONSTRUCTION OF A NEW SECTION OF THE HIGH LINE CANAL TRAIL NEAR HAMPDEN AVENUE TO ACCOMMODATE A NEW UNDERPASS

WHEREAS, the City Council of the City of Cherry Hills Village ("City") supports the City's Colorado Parks and Wildlife ("CPW") grant application for construction of a new section of the High Line Canal trail as more fully described here; and

WHEREAS, the City has submitted an application seeking grant funds in the amount of One Hundred Thirty Thousand Dollars ($130,000) from Colorado Parks and Wildlife (the "Application") to fund construction of a new section of the High Line Canal trail (the "Project") to improve trail connectivity and provide outdoor recreational opportunities for the public; and

WHEREAS, if the grant is awarded, the City Council supports the completion of the construction of a new section of the High Line Canal trail.

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

Section 1. The City Council strongly supports the Application and has appropriated the matching funds for such grant with Colorado Parks and Wildlife.

Section 2. If the Application is approved and the grant is awarded, the City Council commits to the completion of the Project.

Section 3. The City Council authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 4. The City will obtain an easement over and across the Project site for the construction, operation and maintenance of the Project and the trail connection, which easement shall be owned by the City for the next twenty-five (25) years.

Section 5. The City Council recognizes that as the recipient of a Colorado Parks and Wildlife grant, the Project site must provide reasonable public access.

Section 6. The City Council will continue to maintain the new section of the High Line Canal trail in a high quality condition and will appropriate funds for maintenance in its annual budget.

Section 7. If the grant is awarded, the City Council hereby authorizes the Deputy City Manager/Public Works Director to sign the grant agreement with Colorado Parks and Wildlife.

Section 8. This resolution to be in full force and effect from and after its passage and approval

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:

_____
Laura Smith, City Clerk

APPROVED AS TO FORM:

_____
Linda C. Michow, City Attorney

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ITEM: 9f

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: RESOLUTION 43, SERIES 2015; A RESOLUTION ADOPTING THE 2015-2020 ARAPAHOE COUNTY, COLORADO, MULTI-HAZARD MITIGATION PLAN

DATE: OCTOBER 6, 2015

ISSUE

Should the City Council approve Resolution 43, Series 2015, adopting the 2015-2020 Arapahoe County, Colorado, Multi-Hazard Mitigation Plan (Exhibit A)?

DISCUSSION

The 2015-2020 Arapahoe County, Colorado, Multi-Hazard Mitigation Plan (the Plan) will update and replace the 2010 Denver Regional Natural Hazard Mitigation Plan that was previously approved by the City in 2011 (Resolution 4, Series 2011). The purpose of the Plan is to meet Federal Emergency Management Agency (FEMA) and the Colorado Division of Homeland Security and Emergency Management (DHSEM) requirements and make Arapahoe County and participating local jurisdictions eligible for funding and technical assistance from state and federal hazard mitigation programs.

Staff worked with the Arapahoe County Sheriff's Office on development of the Plan as it relates to Cherry Hills Village. Arapahoe County took over responsibility for development of the Plan from DRCOG for all local jurisdictions in the County due to current FEMA requirements that the Plan be adopted at the local or county level and no longer accepts regional plans. The cycle for updating the Plan is every 5 years.

Because of the size of the Plan (338 pages) it has not been included in the City Council Packet. However, the full plan can be viewed at the following web link:
https://drive.google.com/file/d/0B5dFnVFYu5Q9SGZmSElTZ2J0VzA/view?usp=sharing

CHERRY HILLS VILLAGE
COLORADO

RECOMMENDATION
Staff recommends approval of Resolution 43, Series 2015, adopting the 2015-2020 Arapahoe County, Colorado, Multi-Hazard Mitigation Plan

RECOMMENDED MOTION
"I move to approve Resolution 43, Series 2015, adopting the 2015-2020 Arapahoe County, Colorado, Multi-Hazard Mitigation Plan."

ATTACHMENT
Exhibit A – Resolution 43, Series 2015

EXHIBIT A

RESOLUTION NO. 43
SERIES OF 2015

INTRODUCED BY: _____
SECONDED BY: _____

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
ADOPTING THE 2015-2020 ARAPAHOE COUNTY, COLORADO,
MULTI-HAZARD MITIGATION PLAN

WHEREAS, natural hazards in the Denver Region historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, under the Federal Disaster Mitigation Act of 2000, an adopted Natural Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency ("FEMA") pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Cherry Hills Village adopted its designated portion of the Denver Regional Natural Hazard Mitigation Plan through Resolution 7, Series 2005 and approved updates to the plan through Resolution 4, Series 2011; and

WHEREAS, the 2015-2020 Arapahoe County, Colorado, Multi-Hazard Mitigation Plan continues the work of the Denver Regional Natural Hazard Mitigation Plan by developing a county-wide hazard mitigation plan in accordance with FEMA requirements set forth in 44 C.F.R. 201.6; and

WHEREAS, City staff have fully participated in the planning process on the City's designated portion of the Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City of Cherry Hills Village hereby adopts the 2015-2020 Arapahoe County, Colorado, Multi-Hazard Mitigation Plan, a copy of which is available on the City's website and in the Community Development Department, 2450 E. Quincy Avenue, Cherry Hills Village, Colorado.

Section 2. The City of Cherry Hills Village will submit this Adoption Resolution to the Arapahoe County Office of Emergency Management to enable the Plan's final approval.

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

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

(SEAL)

_____
Laura Christman, Mayor

ATTEST:

_____
Laura Smith, City Clerk

Approved as to form:

_____
Linda C. Michow, City Attorney

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ITEM: 9g

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRARTION
KATHRYN DUCHARME, HUMAN RESOURCE ANALYST

SUBJECT: COUNCIL BILL 6, SERIES 2015; AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR EXECUTIVE SEARCH FIRM EXPENSES IN FISCAL YEAR 2015 (FIRST READING)

DATE: OCTOBER 6, 2015

BACKGROUND:
In August, a Request for Qualifications (RFQ) was sent out on Rocky Mountain Bid Net for Executive Search Firm services. The City received twelve (12) proposals in response to the RFQ. In September, four (4) of firms were selected to be interviewed. Slavin Management Consultants was chosen as the best fit to assist in navigating the City through the upcoming City Manager hiring process.

Council Bill 6, Series 2015 provides the authorization to appropriate additional funds in the amount of $24,000, in the 2015 budget, for executive search firm expenses to assist in hiring a new City Manager.

Staff recommends approval of this Council Bill 6, Series 2015.

RECOMMENDED MOTION:
"I move to approve Council Bill 6, Series 2015; A Bill for an Ordinance of the City of Cherry Hills Village Authorizing a Supplemental Appropriation for Executive Search Firm expenses in the amount of $24,000 for Fiscal Year 2015 on first reading".

ATTACHMENTS:
Exhibit A: Council Bill 6, Series 2015; A Bill for an Ordinance of the City of Cherry Hills Village Authorizing a Supplemental Appropriation for Executive Search Firm expenses in Fiscal Year 2015.

EXHIBIT A

COUNCIL BILL 6
SERIES OF 2015

INTRODUCED BY
SECONDED BY

**A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE,
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR EXECUTIVE SEARCH FIRM
EXPENSES IN FISCAL YEAR 2015**

WHEREAS, the City Council of the City of Cherry Hills Village adopted the 2015 budget and appropriated funds therefor in accordance with Article IX of the Home Rule Charter; and

WHEREAS, the City Council desires to hire an executive search firm to assist in the recruitment of a new City Manager; and

WHEREAS, the expenses related to the recruitment of a new City Manager through retention of an executive search firm were not budgeted or appropriated in the 2015 budget; and

WHEREAS, in accordance with Section 9.10 of the Home Rule Charter, the City Council desires to make an additional appropriation for the unanticipated expenditure of an executive search firm to assist the City in hiring a new City Manager.

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

Section 1. That the 2015 Budget and Appropriations is hereby supplemented by increasing the following fund and account by an additional amount of $24,000, to-wit:

General Fund
As determined on or before December 31, 2015

	From	To
Other Contractual Services	$18,000.00	$42,000.00

Section 2. The City Council hereby ratifies all expenditures heretofore and hereafter made pursuant to this supplemental appropriation ordinance.

Adopted as Ordinance No. ___, Series 2015, by the City Council of the City of Cherry Hills Village, Colorado, on the ____ day of _____, 2015.

_____
Laura Christman, Mayor

ATTEST:

_____
Laura Smith, City Clerk

APPROVED AS TO FORM:

_____
Linda C. Michow, City Attorney

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ITEM: 9H

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF CITY COUNCIL

FROM: KATHRYN DUCHARME, HUMAN RESOURCE ANALYST

SUBJECT: CITY MANAGER SEARCH AND RECRUITMENT AGREEMENT

DATE: OCTOBER 6, 2015

Issue:
Staff is requesting approval of the City Manager Search and Recruitment Agreement allowing Slavin Management Consultants to provide recruitment services for the City Manager hiring process.

Background:
In August, a Request for Qualifications (RFQ) was sent out on Rocky Mountain Bid Net for Executive Search Firm services. The City received twelve (12) proposals in response to the RFQ. In September, four (4) firms were selected to be interviewed. Slavin Management Consultants was chosen as the best fit to assist in navigating the City through the upcoming City Manager hiring process.

Discussion:
Important points to note in the agreement:

- Fees and Expenses:
  - The compensation based on the professional fee is $15,135.00 plus not to exceed reimbursable expenses in the amount of $8,400.00.
  - The reimbursable expenses include consultant's travel expenses to conduct site visits with the candidates.
  - The City is obligated to cover the cost of candidate travel expenses to the City.

- Consultant agrees in the event that no candidate is selected and successfully hired by the City, or if a successful candidate is hired and leaves the City's employment for any reason during the first two (2) years of employment, consultant will provide search services for no additional professional fee. However, the City would pay for all additional reimbursable expenses associated with that search.
- Consultant agrees not to directly solicit any candidate selected and hired by the City nor any other employees of the City for a period of three (3) years from the effective date of the agreement.
- Direct point of City contact is the Mayor and Council, however this doesn't limit or restrict the City Council from delegating to specific members of Council or staff as points of contact.

Recommended Motion:
"I move to approve the City Manager Search and Recruitment Agreement between the City of Cherry Hills Village and Slavin Management Consultants to assist in the City Manager recruitment process."

Attachments:
City Manager Search and Recruitment Agreement

City Manager Search and Recruitment Agreement by and between the City of Cherry Hills Village and Slavin Management Consultants

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between Slavin Management Consultants, a Georgia corporation authorized to do business in Colorado, whose business address is 3040 Holcomb Bridge Rd., Suite A-1, Norcross, Georgia 30071(the "Contractor") and the **CITY OF CHERRY HILLS VILLAGE, COLORADO** ("City"), a home rule municipality of the State of Colorado whose business address is 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113. The City and the Contractor may be collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to have performed certain professional services as described in this Agreement; and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

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

1.0 SERVICES AND CONTRACTOR PERFORMANCE

1.1 Services. As directed by and under the supervision of the Mayor and City Council, the Contractor shall provide the City with the services described in **Exhibit A** (the "Services").

1.2 Changes to Services. The City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Mayor on behalf of the City Council.

1.3 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g.,

FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

1.4 Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

1.5 Performance Guarantee. In the event that no candidate is selected and successfully hired by the City, or if a successful candidate is hired and leaves City's employment for any reason during the first two (2) years of employment, Contractor shall perform a new search for another candidate as provided under this Agreement for no additional Professional Fee, although the City shall pay for all additional Reimbursable Expenses associated with such search.

1.6 Non-solicitation. Contractor shall not directly solicit any candidate selected under this Agreement and hired by the City nor any other employees of the City for a period of three (3) years from the Effective Date of this Agreement.

2.0 COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Mayor, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections.

A. Total Compensation for Professional Fee. The Contractor shall perform the Services for a professional fee ("Professional Fee") of Fifteen Thousand One Hundred Thirty Five Dollars ($15,135.00) plus authorized Reimbursable Expenses which shall be paid in the following manner subject to the Contractor's performance in accordance with this Agreement:

- Payment of $4,540.50 upon the Effective Date of this Agreement.
- Payment of $5,297.25 following presentation of progress report and semi-finalist candidates at a meeting between Contractor and City.
- Payment of $5,297.25 upon completion of all final candidate interviews by the City.

B. Reimbursable Expenses. The following shall be considered "Reimbursable Expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be

accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Contractor Travel (airfare, hotel, daily per diem for food and beverage, rental car, and other expenses directly attributed to performance of the Services).
- Administrative/word processing support.
- Materials and supplies.
- Long-distance telephone calls.
- Postage and messenger service.
- Report production.
- Classified advertising.
- Other directly related costs.

Total charges for Reimbursable Expenses paid to the Contractor shall not exceed Seven Thousand Six Hundred Dollars ($8,400.00). The City shall be responsible for all candidate travel expenses associated with candidate travel to the City office.

C. Total Not To Exceed Amount. Total compensation paid to the Contractor (including all fees and Reimbursable Expenses) shall not exceed Twenty Three Thousand Five Hundred Thirty Five Dollars ($23,535.00).

D. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, fee, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

2.2 Invoices. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized Reimbursable Expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly pay review the Contractor's invoice within thirty (30) days of receipt of an invoice.

3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

3.2 The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

3.3 The Contractor shall provide all of the Services in a timely and professional manner.

3.4 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.5 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall be effective on October 7, 2015 (the "Effective Date") and shall terminate at the earlier of: (a) January 31, 2016; or (b) completion of the Services in accordance with this Agreement which are anticipated to require up to sixty (60) days from the Effective Date; or (c) the date of a termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to an extension of this Agreement. The Parties agree that time is of the essence.

4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are completed or terminated. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Mayor, acting on behalf of the City Council.

4.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, resumes, data, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City; and

C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Fees for Services to be paid in accordance with section 2.1(A) shall be prorated based on the

percentage of completion of the Services. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other charges owing to the Contractor shall be submitted to or accepted by the City.

4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized Reimbursable Expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

5.0 INSURANCE

The Consultant shall obtain and maintain the following types and minimum amounts of insurance, which shall remain in full force and effect during the term of this Agreement and for a period of one (1) year after completion of the Services:

a. Commercial General Liability	$1,000,000	each occurrence
	$2,000,000	general aggregate limit
	$2,000,000	products completed operations aggregate limit
	$1,000,000	personal and advertising injury
b. Worker's Compensation	$100,000	per accident
	$500,000	policy limit
c. Automobile Liability	$1,000,000	Combined single limit

The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement.

6.0 OWNERSHIP OF DOCUMENTS/COPYRIGHT

Reports, resumes, marketing materials, and any other documents prepared by the Contractor in performance of the Services shall be the property of the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City Council, staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order.

7.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City–adopted Code of Conduct or ethical principles.

8.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

A. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

D. Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

9.0 MISCELLANEOUS PROVISIONS

9.1 Confidentiality. The Contractor shall not disclose or use confidential information acquired in the performance of Services pursuant to this Agreement that is not generally available to the public, unless such disclosure is expressly authorized

in writing by the Mayor. This provision is not intended to impair or limit disclosure of information that is otherwise publicly available.

9.2 No Waiver of Rights: A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the Mayor on behalf of the City Council, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.3 No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9.4 Affirmative Action: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9.5 No assignment: This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

9.6 No Third Party Beneficiaries: Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

9.7 Article X, Section 20/TABOR: The Parties understand and acknowledge that the City 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 Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of 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 City of Cherry Hills Village, and other applicable law.

9.8 Governing Law, Venue, and Enforcement: This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado.

9.9 Survival of Terms and Conditions: The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

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

9.11 Integration and Amendment: This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.

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

9.13 Incorporation of Exhibits: Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

9.14 Employment of or Contracts with Illegal Aliens: [Requirement of Colorado law]. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Contractor certifies that it has verified, or attempted to verify, through participation in the basic pilot program that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the basic pilot program, the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted, or this Agreement had been completed, whichever is earlier. The Contractor is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement 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 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 Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

9.15 Notices: Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth above, or at such other address as has been previously furnished in writing, to the other Party.

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

_____
Laura Christman, Mayor

Attest:

_____
Laura Smith, City Clerk

Approved as to form:

_____
Linda C. Michow, City Attorney

CONSULTANT:
SLAVIN MANAGEMENT CONSULTANTS, a Georgia corporation

BY:

_____

Name: _____

Title: _____

DATE: _____, 2015

EXHIBIT A

Executive Search Services
City Manager
City of Cherry Hills Village Prepared by Slavin Management Consultants

CITY OF CHERRY HILLS VILLAGE, COLORADO

Executive Search Services

CITY MANAGER

Prepared by Robert E. Slavin on August 24, 2015

3040 Holcomb Bridge Rd Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • **E-mail: slavin@bellsouth.net**

www.slavinweb.com

With affiliates in Burlington, NC; Cincinnati, OH; Dallas, TX; Dunedin, FL; Hartford, CT; Mackinac Island, MI and Mesa, AZ

SLAVIN MANAGEMENT
CONSULTANTS

August 24, 2015

City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

Via:www.rockymountainbidsystem.com

Re: Proposal to provide City Manager Recruitment Services

Slavin Management Consultants (SMC) is pleased to submit this a proposal to conduct an executive search for the City's next City Manager. The purpose of this work is to assist the City to develop a comprehensive recruitment profile for the position and then to identify, recruit and present outstanding candidates who meet the criteria. Once the profile has been developed and approved, SMC will have no difficulty identifying quality prospective candidates and becoming immediately productive. Searches of this type normally take between sixty and ninety days to complete.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. This proposal commits the highest level of our firm's resources. I will manage this critical project. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. Mr. Paul Wenbert, SMC's Western Regional Manager and I will serve as primary consultants. Both of us are authorized to make presentations on behalf of the firm. Mr. David Krings will assist with the project. Resumes for each consultant are provided in this proposal.

Our firm has a strong and proven commitment to providing exceptional recruitment services to public agencies and has received many accolades supporting this work. *I have the authority to bind the corporation.*

Thank you for the opportunity to submit this proposal. We look forward to working with you on this highly challenging and very important work. If you have questions concerning this proposal, please contact me at (770) 449-4656.

We look forward to discussing this proposal with you further.

Very truly yours,

SLAVIN MANAGEMENT CONSULTANTS

Robert E. Slavin

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road, A1
Norcross, GA 30071
(770) 449-4656
slavin@bellsouth.net

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B. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

About the City of Cherry Hills Village

The City of Cherry Hills Village, Colorado, is seeking qualifications for City Manager Recruitment Services from competent firms. The selected Consultant will assist the City's Mayor/City Council on the Project.

Cherry Hills Village (the "City") is one of the premier communities in the Denver metropolitan area, defined by its semi-rural character and low density residential neighborhoods. The City was established in 1945 as the Town of Cherry Hills Village. It became a home rule city in 1966 with the adoption of its Home Rule Charter. The City serves an area of approximately six and half (6.5) square miles and has approximately 6,600 residents. The City has seven (7) elected officials that make up City Council to include a mayor and six (6) Councilmembers. The City Council appoints a City Manager to lead the organization. The City Manager oversees four (4) department directors and one (1) human resource analyst including Administration and Finance, Community Development, Police and Public Works. However, the City also provides services in the following areas: general government, municipal court, parks and recreation, as well as water and sewer. Currently there are fifty-one (51) full-time employees, and approximately 9 parttime/seasonal employees. The City's current total budget is about $12.2 M of which approximately $6.7M comprises the General Fund.

About Slavin Management Consultants

Slavin Management Consultants (SMC) is a national local government executive search firm with experience in all regions of the Country, including Colorado. Our present and past include Adams County, Adams County School Dist #14, Arapahoe County, Archuleta County, Arvada, Aurora, Englewood, Fort Collins, Frisco, Golden, Greenwood Village, Lakewood, La Plata County, Longmont, Loveland, Mesa County, Northglenn, Pueblo and Thornton.

We use a strategic search process which empowers our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They may be understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that the City is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of Cherry Hills Village and it will also honor the interests of candidates to the extent possible under Colorado law.

Our proposal provides an indexed and easily usable document for the City to assess our qualifications to handle this critical work.

In considering SMC, we point out several factors about our firm and our approach that will be of significant benefit to the City:

- We are outcome/results focused. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria.** We do not simply bring forward candidates whom we may already know.

- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.

- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, and timely and that it has the full commitment and support of the City so that a successful placement will be facilitated.

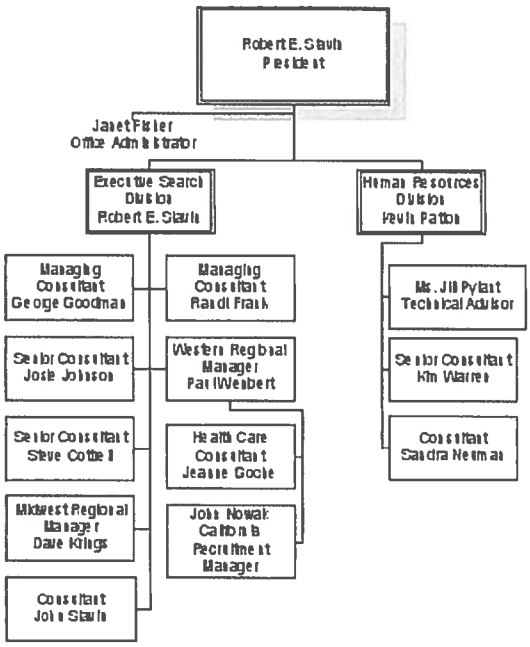
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.

- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-

art. We can address all aspects of your assignment.

- Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- We are experts in EEO/AA recruitment. Approximately 25% of our placements are women and/or minorities.

Slavin Management Consultants



Recent Chief Executive Searches

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Adams County, CO	451, 574	09/2013	County Manager	Yes	Slavin/ Wenbert	Mr. Bryan Ostler (720) 523-6071 Bostler@adcogov.org
Aiken, SC	30,000	03/2015	City Manager	Yes	Slavin/ Patton	Mayor Fred Cavanaugh 803-642-7654
Alleghany County, VA	13,000	01/2007	County Administrator	Yes	Slavin	Mr. John R. Strutner (540) 863-6600 jstrutner@co.alleghany.va.us
Archuleta County, CO	13,000	10/2008	County Administrator	Yes	Slavin/ Trager	Mr. Gregory (Greg) J. Schulte (970) 264-8300 gschulte@archuletacounty.org
Aurora, CO	314,000	07/2010	City Manager	Yes	Slavin/ Wenbert	Mr. Kin Shuman (303) 739-7225 Kshuman@auroragov.org

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Bay City, MI	35,000	03/2014	City Manager	Yes	Slavin	Lori Dufresne Commission President Phone: (989) 245-6869 Email: ldufresne@baycitymi.org
Branson, MO	6,000	04/2013	City Administrator	Yes	Slavin	Mayor Raeanne Presley (417) 337-8548 Dkruithof@bransonmo.gov
Corpus Christi, TX	285,000	08/2011	City Manager	Yes	Slavin/ Wenbert	Mayor Joe Adame (361) 826-3100 joea@cctexas.com
Cary, NC	95,000	01/2009	Town Manager	Yes	Slavin	Renee Poole Director - Human Resources (919) 469-4373 renee.poole@townofcary.org
Dunedin, FL	36,000	11/2007	City Manager	Yes	Slavin	Mayor Dave Eggers (727) 298-3001 deggers@dunedinfl.net
Dunwoody, GA	40,000	09/2008	City Manager	Yes	Slavin/ Trager	Mayor Ken Wright (678) 382-6700 ken.wrght@dunwoodyga.gov
Englewood, CO	30,255	06/2015	City Manager	Yes	Wenbert/ Slavin	Ms. Sue Eaton Director of Human Resources (303) 762-2378 seaton@englewoodgov.org
Escambia County, FL	300,000	02/2008	County Administrator	No, left in 2010	Slavin	Ms. Barbara Keyser (850) 595-1479 barbara_murphy@co.escambia.fl.us
Fort Myers, FL	48,000	06/2007	City Manager	Yes	Slavin	Mr. Billy Mitchell (239) 332-6309 wmitchell@cityftmyers.com
Franklin, TN	59,000	10/2008	City Administrator	Yes	Slavin	Mayor Ken Moore (615) 791-3217 ken.moore@franklintn.gov
Fridley, MN	27,800	06/2013	City Manager	Yes	Slavin/ Krings	Mayor Scott Lund 763-572-3500
Georgetown, SC	10,000	02/2013	City Administrator	Yes	Slavin	Mayor Jack M,. Scoville, Jr. (843) 545-4001
Glynn County, GA	78,000	06/2010	County Administrator	Yes	Slavin	Mr. Alan Ours (912) 554-7401 aours@glenncountyga.gov
Greenwood Village, CO	11,000	03/2006	City Manager	Yes	Slavin	Mr. James Sanderson (303) 486-5745 jsanderson@greenwoodvillage.com
Greenville, NC	84,500	11/2012	City Manager	Yes	Slavin	Mayor Allen Thomas (252) 329-4419 amthomas@greenvillenc.gov
Golden, CO	18,900	06/2015	City Manager	Yes	Slavin/ Krings	Ms. Teresa Reilly, SPHR (303) 384-8017 treilly@cityofgolden.net

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Gulf Shores, AL	9,000	06/2013	City Administrator	Yes	Slavin	Mayor Robert Craft (251) 968-1124 mayor@gulfshoresal.gov
Hardeeville, SC	5,000	Current	City Manager	Current	Slavin	Ms. Lori Pomarico, City Clerk Phone: (843) 784-2231 lpomarico@cityofhardeeville.com
Independence, KS	9,800	05/2010	City Manager	Yes	Slavin	Ms. Kelly Passauer (620) 332-2506 citymgr@comgen.com
Iowa City, IA	63,000	09/2010	City Manager	Yes	Slavin/ Wenbert	Ms. Marian Karr (319) 356-5041 marian-karr@iowa-city.org
Kansas City, KS/ Wyandotte County	158,000	03/2014	County Manager	Yes	Slavin	Mayor Mark Holland Phone: 913-573-5010 Email: mayorholland@wycokck.org
La Plata, MD	7,000	04/2007	Town Manager	Yes	Slavin	Ms. Paddy Mudd (301) 934-4804 pmudd@townoflaplata.org
Longmont, CO	87,500	02/2012	City Manager	Yes	Slavin/ Wenbert	Mr. Harold Dominguez, City Manager (303) 651-8601 horald.dominguez@longmontcolorado gov
Loveland, OH	12,200	07/14	City Manager	Yes	Slavin /Krings	Mayor Linda Cox (513) 683-0150 lcox@LovelandOH com
Mansfield, MA	23,500	10/2009	Town Manager	Yes	Slavin/ Frank	Mr. Kevin Moran (508) 261-7372 selectmen@mansfieldma.com
Miami Valley Reg Planning Commission Dayton, OH	N/A	01/12	Executive Director	Yes	Slavin/ Krings	Tim Gilliland, Dir. Finance and Adm (937) 531-6525 tgilliland@mvrpc org
Missouri Municipal League	N/A	06/2010	Executive Director	Yes	Slavin	Ms. Gerry Welsh (314) 963-5307 citycouncil@webstergroves org
Mount Dora, FL	12,500	04/15	City Manager	Yes	Slavin	Ms. Gwen Johns City Clerk Ph: (352) 735-7126 johnsg@cityofmountdora.com
Myrtle Beach, SC	30,000	12/14	City Manager	Yes	Slavin	Mayor John Rhodes (843) 918-1000 jrhodes@cityofmyrtlebeach.com
Newark, DE	29,000	08/2012	City Manager	Yes	Slavin/ Frank	Mayor Vance Funk (302) 368-2561 x12 vance3@funklawoffices.com
Norwich, CT	36,000	10/2007	City Manager	Yes	Frank/ Slavin	Mr. Alan Bergren (860) 823-3751 ahbboss@yahoo.com
Novi, MI	53,000	05/2006	City Manager	No, Left in 2014	Slavin	Mr. Clay Pearson (248) 347-0420 cpearson@cityofnovi.org

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Oak Park, IL	51,878	01/2013	Village Manager	Yes	Slavin	Ms. Cara Pavlicek (708) 358-5770 cpavlicek@oak-park.us
Peoria County, IL	182,800	06/2011	County Administrator	Yes	Slavin/ Krings	Chair Andrew Rand (309) 672-6056 arand@peoriacounty.org
Plantation, FL	85,000	05/15	Chief Adm Officer	Yes	Slavin	Mayor Diane Veltri Bendekovic City of Plantation (954) 797-2200 dbendekovic@plantation.org
Portage, MI	47,000	12/2014	City Manager	Yes	Slavin/ Krings	Mr. Rob Boulis Director of Employee Relations (269) 329-4402 boulisr@portagemi.gov
Powder Springs, GA	15,000	03/2015	City Manager	Yes	Slavin	Mayor Pat Vaughn Ph: (770) 943-1666
Prince William County, VA	293,000	01/2010	County Executive	Yes	Slavin/ Frank	Ms. Melissa Peacor (703) 792-6720 mpeacor@pwcgov.org
Rock Hill, SC	67,400	09/2010	City Manager	Yes	Slavin	Mr. Doug Echols (803) 329-7011 cbell@ci.rock·hill.sc.us
Seminole County, FL	425,000	05/2011	County Manager & County Attorney	Yes	Slavin	Commissioner Bob Dallari Phone: (407) 665-7215 fmacdonald@seminolecountyfl.gov
Snellville, GA	18,200	06/2012	City Manager	Yes	Slavin	Mayor Kelly Kautz (770) 985-3500 kkautz@snellville.org
Saint Joseph, MO	76.107	04/2011	City Manager	Yes	Slavin	Mayor Bill Falkner (816) 271-4640 bfalkner@ci.st-joseph.mo.us
Suwanee, GA	15,000	07/2007	City Manager	Yes	Slavin/ Trager	Ms. Elvira Rogers (770) 945-8996 erogers@suwanee.com
Tazewell County, IL	135,000	03/2012	County Administrator	No Left In 2014	Slavin/ Krings	Chair David Zimmerman (309) 477-2272 dzimmerman@tazewell.com
Tipp City , OH	10,000	09/14	City Manager	Yes	Slavin/ Krings	Mayor Pat Hale (937) 669-8477 halep@tippcity.net
Topeka, KS	124,000	01/2006	City Manager	No	Slavin	Mayor Bill Bunten (785) 368-3895 bbunten@topeka.org
Urbandale, IA	38,000	04/2009	City Manager	Yes	Slavin/ Wenbert	Mayor Bob Andeweg (515) 283-3100 bandeweg@urbandale.org
Venice, FL	21,500	03/2012	City Manager	Yes	Slavin	Alan Bullock Adm Serv Dir (941) 486-2626 abulloc@ci.venice.fl.us
Volusia County, FL	443,000	01/2006	County Manager	Yes	Slavin	Mr. James Dinneen (386) 636-5920 jdinneen@co.volusia.fl.us

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Wichita, KS	360,000	11/2008	City Manager	Yes	Slavin/ Wenbert	Mayor Jeff Longwell (316) 268-4331 JLongwell@wichita.gov
Windham, CT	24,000	06/2009	Town Manager	Yes	Slavin/ Frank	Mayor Ernest Eldridge (860) 465-3000 eeldridge@windham.com
Winston-Salem, NC	186,000	07/2006	City Manager	Yes	Slavin	Mayor Allen Joines (336) 727-2058 allenj@cityofws.org

Proposed Project Team

The following resumes represent the project team that will be assigned to this important engagement.

Robert E. Slavin, President

Mr. Slavin will manage and serve as the lead consultant for this project. He is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.

Organizations

- International City/County Management Association
- American Society for Public Administration

- Government Finance Officer's Association
- International Personnel Management Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Certified Management Consultant (National Bureau of Certified Consultants)
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

Paul Wenbert, SMC Western Regional Manager

Mr. Wenbert has more than thirty years of professional local government experience including twenty-four years of executive level experience with thirteen of those years as a city manager. Mr. Wenbert joined Slavin Management Consultants in 2007 as Western Regional Manager. He is headquartered in Mesa, Arizona. Most recently, Mr. Wenbert completed seven years of service as Deputy City Manager of Mesa. His career highlights include nine years as City Administrator for Newton, Iowa; four years as Village Manager for Villa Park, Illinois and four years as Assistant City Manager for Ames, Iowa. Early in his career Mr. Wenbert served as an administrative intern for Fort Wayne, Indiana and as an administrative assistant for Mesa, Arizona and Marion, Indiana.

Mr. Wenbert earned his Masters in Public Administration degree from Arizona State University and his Bachelor of Science degree From Indiana University. He is also an ICMA Credentialed Manager.

His career highlights include:

- Chaired ***Keep Maytag In Newton Task Force*** which facilitated retention of more than 2,000 jobs and addition of 440 jobs and $41 million of investment

- Instituted Productivity Improvement Programs in Newton, Iowa and Villa Park, Illinois resulting in more than $3 million of savings

- Negotiated revised 28E agreement with twelve local governments for regional landfill operated by City of Newton and involved in many other intergovernmental relations activities in Newton, Villa Park and Mesa, Arizona

- Supervised city departments with $470 million budget and 1,100 employees in Mesa, Arizona.

- Directed $80 million five-year Capital Improvements Program budget in Ames

- Served as chief negotiator on collective bargaining team for police, fire and blue collar union negotiations in Ames

- Worked for the City of Mesa during the time period when it was the fastest growing community in the United States and was involved with many growth issues such as infrastructure planning and financing, freeway interchange decisions and allocating resources equitably to newly developed and existing areas of the community

- Designed and administered first personnel and wage classification system for City of Marion, Indiana

- In all positions enhanced citizen connection to city government through various methods including citizen-based strategic planning, citizen focus groups, regular community attitude surveys, citizen academies and providing highlights of items on Council agenda

- In all positions improved staff team-building through city-wide staff development and training and city-wide committee work assignments

- Served as Vice-President of International City/County Management Association

- Served as President of Iowa City/County Management Association

- Received ICMA Program Excellence Award for Collaborative Children and Youth Initiatives

- Received Greater Newton Area Chamber of Commerce Key Award for Chairing ***Keep Maytag In Newton Task Force***

Organizations

- ICMA (Past Executive Board Member and Chair of the three ICMA Committees
- Iowa City/County Management Association (Past President)

David Krings, ICMA-CM, SMC Regional Manager

Mr. Krings has 35 years experience at the top levels of state, county, and municipal governments. He is internationally recognized as a state and local government management practitioner and consultant. Mr. Krings has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County, (Peoria) Illinois and Hamilton County, (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Mr. Krings' tenure. Mr. Krings also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

Mr. Krings has a M.A. in Public Policy and Administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico.
In 2005 Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the part-time Administrator of Lockland, Ohio. He served as the part-time Advisor to the Mayor in Newtown, Ohio. He has had scores of consulting engagements with local jurisdictions and not-for-profits (largely through TechSolve, a not-for-profit consulting firm). He has been certified as a local government expert in litigation involving local governments. He has been on an advisory board of a company providing inmate telephone services (DC Telesystems). In 2009 he associated with the firm Good Energy to consult with local governments in the provision of cost saving electricity purchasing. He is also a managing consultant for Slavin Management Consultants.

Highlights from Mr. Krings' 13 years as Hamilton County Administrator include:

- Responsible for $2.3 billion budget;
- Oversaw more than $1 billion in development of Cincinnati riverfront including construction of a new NFL football stadium and a MLB baseball park;
- Developed small, minority, and female business development program;
- Governing Magazine and Syracuse University gave Hamilton County fourth highest grade among America's large urban counties for overall management;
- Gold Seal for Good E-Governance from National Academy of Public Administration;
- Top rated web site from National Association of Counties;
- Numerous Government Finance Officers Association of United States and Canada awards for Distinguished Budget Presentation; and
- ICMA Center for Performance Measurement Certificate of Distinction;

Organizations (Current and Past)

- ICMA—Past President and Board Member
- National Association of County Administrators (NACA)—Past President and Board Member
- First person to be President of both ICMA and NACA
- Recipient of American Society for Public Administration chapter Good Government Award
- Adjunct professor for University of Cincinnati and faculty member of University of Illinois, Community Information and Education Service

C. STRATEGY AND IMPLEMENTATION PLAN

We recommend a five-step process as follows:

- Develop job qualifications and requirements for the position -- the "recruitment profile".
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.

Each step of this process is described below.

A. Develop the Position Profile

We will meet with the Mayor and City Council and other appropriate stake holders of the City's choosing to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile we will spend a considerable amount of time at the beginning of the process in Cherry Hills Village to gather additional information about the City and to ascertain the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the City of Cherry Hills Village, the City Manager position, major issues to be faced, the ideal candidate and the selection criteria established.

B. Identify Qualified Candidates

We will first review our database to find those candidates whom we may already know and/or already have on file who may meet your specifications. Although the above process is valuable, we will rely most heavily on our own contacts in related fields and on our own experience. In other words, through networking, we will conduct a professional search for the best-qualified candidates and invite them to apply for the position. In this effort, we utilize appropriate professional organizations, our established contacts, and our knowledge of quality jurisdictions and their employees.

More than 25% of SMC placements are from protected groups. At our clients request, we actively recruit qualified protected group members. Our consultants hold membership in a variety of professional organizations, including minority and women based organizations. We utilize our contacts in these and other minority and women based organizations to achieve a diverse candidate base. We also post announcements on web sites and publications of minority and women's organizations.

In consultation with the City, we will prepare and place advertisements in professional publications. We will acknowledge all resumes received and thoroughly screen all potential candidates.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They will include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information is verified and, at the City's option, may be further tested by having the finalists respond to a supplemental questionnaire and/or complete management and leadership style inventories. We interpret these instruments for the City as well.

We will meet with the City to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the specifications for the position. With the City's guidance, we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine the City's expectations relative to interview questions that we will write as well as the candidate rating and scoring processes which will be included in our final report.

D. Selection and Employment

In-depth Screening and Final Report

At this point, we will interview those semifinalist candidates whom you have the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to better assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct criminal history, civil court records and driving record checks. SMC contracts with the *G4S Corporation* to conduct criminal, driving, and civil records checks on finalist candidates. W we utilize *Equifax* to perform finalist candidate credit checks and National Student Clearinghouse to verify candidate educational credentials. At the City's option, we can arrange for assessment centers and/or psychological (or similar) testing of the candidates. (These optional items will result in extra cost.)

We will then meet with the City to present a group of well-qualified finalist candidates for interviews in Cherry Hills Village. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City that should produce the final selection decision.

Our final report will be presented in a meeting with the City. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of Cherry Hills Village and that any public statement should come from the City directly. Within the boundaries of the open records laws, we will not release information to

the media unless specifically directed by you to do so.

We will notify all unsuccessful candidates of the final decision reached. Finally, we will continue to work for the City until a suitable candidate is recruited and hired.

SMC is an equal opportunity employer and recruiter and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

E. Establish Evaluation Criteria

Once the new City Manager has been on board for 30 days or so, we will conduct a session with the City Council and the new City Manager to establish mutually agreed upon performance expectations and goals.

F. Follow-up

We will follow-up with the City and the new City Manager during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the City informed, involved in decisions and involved in the search process. We will provide weekly progress reports.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and a negotiated employment agreement between the City and the selected candidate.

I. Timeline

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

	DAYS			
STEPS	1-30	30-45	45-60	60-360
1. DEVELOP SEARCH PROCESS, RECRUITMENT PROFILE AND ADVERTISING PROGRAM FOR CITY APPROVAL	✓			
2. IDENTIFY QUALIFIED CANDIDATES, REVIEW DATA BASE, NETWORK, RECEIVE AND REVIEW RESUMES	✓	✓		
3. SCREEN & EVALUATE PROSPECTIVE CANDIDATES		✓		
4. PROGRESS MEETING AND REPORT		✓		
5. INTERVIEW AND EVALUATE PROSPECTIVE CANDIDATES		✓	✓	
6. SUBMIT FINAL REPORT AND RECOMMENDATIONS, ASSIST IN SELECTION, FACILITATE EMPLOYMENT			✓	
7. ESTABLISH EVALUATION CRITERIA AND FOLLOW-UP				✓

J. Guarantees

We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until it is satisfied with the candidates and a candidate is selected and accepts employment.

- We guarantee our work and will redo the search for the cost of our out-of-pocket expenses only, if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.

- We will never actively recruit any *candidate who we have placed* **nor** will we actively recruit *any employee* from a client organization for at least two years from the completion date of an assignment.

D. REFERENCES

Charlotte J. Nash
Chairman, Gwinnett County Board of Commissioners
Gwinnett County Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
(770) 822-7009
County Attorney Search (2014)
Charlotte.Nash@gwinnettcounty.com

Mayor Linda Cox
City of Loveland
120 West Loveland Avenue
Loveland, OH 45140
(513) 683-0150
City Manager Search (2014)
lcox@LovelandOH.com

Mr. John Hedges
Executive Director
Oak Park Development Corporation
104 N Oak Park Ave #203,
Oak Park, IL 60301
(708) 383-3838
Development Director Search (2015)
j.hedges@opdc.net

Mayor Pat Vaughn
City of Powder Springs
4484 Marietta Street'
Powder Springs, GA 30127
(770) 943-1666
City Manager Search (2015)
pvaughn@cityofpowdersprings.org

Mayor John T. Rhodes
City of Myrtle Beach
5712 Springs Avenue, Myrtle Beach, SC 29577
(843) 918-1004
City Manager Search (2015)
jrhodes@cityofmyrtlebeach.com

Mayor Fred Cavanaugh
135 Laurens St. SW
Aiken, SC 29801
803-649-1583
City Manager Search (2015)
fcavanaugh@cityofaiken.gov

Mayor Diane Veltri Bendekovic
City of Plantation
City Hall
400 NW 73rd Avenue
Plantation, Florida 33317
(954) 797-2200
Chief Administrative Officer Search (2015)
dbendekovic@plantation.org

Mr. Darin Atteberry
City Manager
City of Fort Collins
300 LaPorte Ave.
Fort Collins, CO 80521
Phone: (970) 221-6505
Deputy City Manager Search (2014)
City Attorney Search (2015)
datteberry@fcgov.com

Ms. Gwen Johns
City Clerk
City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757
Ph: (352) 735-7126
City Manager Search (2015)
johnsg@cityofmountdora.com

Mayor Matt Hayek
City of Iowa City
410 E. Washington Street
Iowa City, Iowa 52240
Phone: 319.356.5043
Fax:319.356.5497
City Manager Search (2010)
matt-hayek@iowa-city.org

Lori Dufresne
Commission President
City of Bay City
301 Washington Ave
Bay City, MI 48708
Phone: (989) 245-6869
City Manager Search (2014)
Email: ldufresne@baycitymi.org

Ms. Teresa Reilly, SPHR
Human Resources Director
City of Golden
911 10th Street
Golden, CO 80401
Phone: (303Z) 384-8017
City Manager Search (2015)
treilly@cityofgolden.net

Rob Boulis
Director of Employee Development
City of Portage
7900 South Westnedge Avenue
Portage, MI 49002
Phone: (269) 329-4533
City Manager Search (2014)
Email: boulisr@portagemi.gov

Mr. William Malinen
City Administrator
City of Branson
110 W. Maddux Ave.
Branson, MO 65616
(417) 337-8548
Finance Director Search (2007)
Economic Development Director Search (2009
Community Development Director Search (2009)

E. FEE PROPOSAL

Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)				
	Project Manager	Consultant	Total	RATE (Hr)	FEES
1. Project Planning/Develop Position Profile/ Prepare and Place Advertising	36		36	75	$2,700
2. Identify & Recruit Candidate/Acknowledge Resumes	35		35	75	$2,625
		35	35	35	$1,225
3. Preliminary Candidate Screening	12		12	75	$900
		6	6	35	$210
4. Progress Report to City/Reduce Candidate Pool	16		16	75	$1,200
		8	8	35	$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semi-finalist candidates)	37		37	75	$2,775
		16	16	35	$560
6. Arrange for & Schedule Final Interviews	4		4	75	$300
7. Prepare Final Report with Interview Questions and Selection Criteria	8		8	75	$600
		16	16	35	$560
8. Present Final Report and Attend Interviews	8		8	75	$600
9. Assist in Employee Selection	2		2	75	$150
10. Negotiate Employment Agreement	6		6	75	$450
11. Establish Performance Goals	6		6	No Charge	$0
12. Follow-up	4		4	No Charge	$0
TOTAL HOURS	174	81	255		
TOTAL COSTS					$15,135

Expenses

Actual expenses that SMC incurs in the course of this search will be charged in addition to professional fees. Major expenses that will be incurred include consultant travel, advertising, messenger services, communications and background check costs. These expenses **will not exceed 50%** of the professional fee **($8,32425)**.

Slavin Management Consultant travel cost to conduct finalist candidate site visits and final candidate costs to travel to Cherry Hills Village for interviews are impossible to anticipate and are not covered by this proposal. Such costs are paid by the client on a reimbursement basis. These costs are controlled by the client through the client's preapproval of the finalist candidates. Candidate travel costs can vary greatly depending on home location, espousal involvement, time required for candidates to be in Cherry Hills Village, etc. These costs typically run between $500 and $1,000 per candidate. About five candidates are normally recommended for interviews.

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; and (2) the client pre-approves all work plans including all consultant (and candidate) travel.

Office Costs Include: Telephone ($350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

Average Advertising Costs: Normally about $2,500. Client controls these costs because the advertising program will be approved by the City prior to implementation.

Should the City's needs result in additional project scope that significantly increases consultant travel and/or advertising costs, it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new City Manager accepts employment with the City. Each invoice will be payable upon receipt for professional services.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagements. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Colorado.

AGREEMENT FOR SERVICES

This proposal is presented for Slavin Management Consultants by:

SIGNATURE: Robert E. Slavin

NAME: Robert E. Slavin

TITLE: President

DATE: August 24, 2015

This proposal is accepted for the City of Cherry Hills Village, Colorado by:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ENCLOSURE

DISCLOSURE STATEMENT

As a condition for consideration Consultant must disclose any conflict of interest with the City of Cherry Hills Village, including, but not limited to, any relationship with any City of Cherry Hills Village elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Cherry Hills Village elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS
No known relationship exists.

RELATIONSHIP EXISTS (Please explain the relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Robert E. Slavin — President

Print Name — Title

Robert E. Slavin 8/24/15

Signature

EXHIBITS

PRO FORMA INVOICE

INVOICE DATE: _____

CLIENT: _____

ADDRESS: _____

CITY, STATE: _____

Progress billing for professional services
rendered in connection with our agreement:

$XXXX.XX

(Invoice __ of __)

Reimbursable expenses at cost:

Airfare	$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX

Total Expenses $XXXX.XX

TOTAL INVOICE **$XXXX.XX**

CLIENT LIST BY CATEGORY

The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

MUNICIPALITIES

Aiken, South Carolina
Albany, Georgia
Alpharetta, Georgia
Anaheim, California
Ann Arbor, Michigan
Arlington, Texas
Arlington Heights, Illinois
Arvada, Colorado
Atlanta, Georgia
Atlantic Beach, Florida
Asheville, North Carolina
Auburn, Maine
Aurora, Colorado
Austin, Texas
Bartlesville, Oklahoma
Bentonville, Arkansas
Bergenfield, New Jersey
Berkeley, California
Beverly Hills, California
Birmingham, Alabama
Bisbee, Arizona
Blacksburg, Virginia
Bloomington, Illinois
Boynton Beach, Florida
Branson, Missouri
Brea, California
Bridgeport, Connecticut
Broken Arrow, Oklahoma
Brownsville, Texas
Bryan, Texas
Burbank, California
Camarillo, California
Carson, California
Cary, North Carolina
Casper, Wyoming
Chapel Hill, North Carolina
Charlotte, North Carolina
Chesapeake, Virginia
Clearwater, Florida
Cleveland, OH
Columbia, Missouri
Columbus, Georgia
Concord, New Hampshire
Coral Springs, Florida
Corpus Christi, Texas
Corta Madera, California
Creedmoor, North Carolina
Culver City, California
Dallas, Texas
Davenport, Iowa
Davie, Florida
Decatur, Georgia
Decatur, Illinois
Delray Beach, Florida
Del Rio, Texas
Denton, Texas
Destin, Florida
Dothan, Alabama
Dubuque, Iowa
Duluth, Georgia
Dunedin, Florida
Durham, North Carolina
Eagle Pass, Texas
East Brunswick Township, New Jersey
Edmond, Oklahoma
Elgin, Illinois
Enfield, Connecticut
Englewood, Colorado
Escondido, California
Evanston, Illinois
Fort Collins, Colorado
Fort Lauderdale, Florida
Fort Worth, Texas
Franklin, Tennessee
Frisco, Colorado
Gainesville, Florida
Gainesville, Georgia
Galesburg, Illinois
Garden City, New York
Glastonbury, Connecticut
Glendale, Arizona
Glen Ellyn, Illinois
Golden, Colorado
Grand Rapids, Michigan
Greensboro, North Carolina
Gulfport, Florida
Hardeeville, SC
Hemet, California
Hercules, California
Highland Park, Illinois
Hollywood, Florida
Homestead, Florida
Huntington Beach, California
Independence, Missouri
Independence, Kansas
Iowa City, Iowa
Jacksonville Beach, Florid
Jupiter, Florida

Kalamazoo, Michigan
Kansas City, Missouri
Lake Worth, Florida
Lakewood, Colorado
Lapeer, Michigan
Laramie, Wyoming
Laredo, Texas
Lenexa, Kansas
Liberty, Missouri
Lillburn, Georgia
Little Rock, Arkansas
Long Beach, California
Longmont, CO
Manassas, Virginia
Mansfield, Massachusetts
Miami Beach, Florida
Milwaukie, Oregon
Minneapolis, Minnesota
Miramar, Florida
Modesto, California
Muscatine, Iowa
Neptune Beach, Florida
Newark, Delaware
New Smyrna Beach, Florida
Norfolk, Virginia
Norman, Oklahoma
North Las Vegas, Nevada
North Miami Beach, Florida
Northglenn, Colorado
North Port, Florida
Norwich, Connecticut
Oberlin, Ohio
Ocean City, Maryland
Oceanside, California
Olathe, Kansas
Oklahoma City, Oklahoma
Oxnard, California
Palm Bay, Florida
Palm Beach Gardens, Florida
Palo Alto, California
Panama City, Florida
Park Ridge, Illinois
Pasadena, California
Peoria, Illinois
Phoenix, Arizona
Pittsburg, Kansas
Pompano Beach, Florida
Portage, Michigan
Pueblo, Colorado
Richmond, California
Richmond, Virginia
Riverside, California
Riverview, Michigan
Roanoke, Virginia
Rock Hill, South Carolina
Rockville, Maryland
Sacramento, California
St. Louis Park, Minnesota
Salem, Oregon
San Diego, California
San Fernando, California
San Francisco, California
San Jose, California
San Juan Capistrano, California
Sandersville, Georgia
Santa Ana, California
Santa Monica, California
Sarasota, Florida
Shaker Heights, Ohio
Simi Valley, California
Sioux City, Iowa
Snellville, Georgia
South Brunswick Township, New Jersey
Springfield, Missouri
Stratford, Connecticut
Storm Lake, Iowa
Sunnyvale, California
Sunrise, Florida
Takoma Park, Maryland
Topeka, Kansas
Titusville, Florida
Thornton, Colorado
Traverse City, Michigan
Topeka, Kansas
Turlock, California
Upper Arlington, Ohio
Urbandale, Iowa
Valdez, Alaska
Venice, FL
Virginia Beach, Virginia
Waco, Texas
Warrensburg, Missouri
Washington, Illinois
West Des Moines, Iowa
West Hartford, Connecticut
West Hollywood, California
West Palm Beach, Florida
Wichita, Kansas
Windham, Connecticut
Winston-Salem, North Carolina
Winter Park, Florida
Worthington, Minnesota
Ypsilanti, Michigan

COUNTIES

Adams County, Colorado
Alameda County, California
Albemarle County, Virginia
Arapahoe County, Colorado
Beaufort County, South Carolina
Broward County, Florida

Brown County, Wisconsin
Buffalo County, Nebraska
Chaffee County, Colorado
Cass County, Michigan
Chesterfield County, Virginia
Clark County, Nevada
Cobb County, Georgia
Dade County, Florida
Eagle County, Colorado
Escambia County, Florida
Fairfax County, Virginia
Forsyth County, Georgia
Fremont County, Colorado
Fresno County, California
Fulton County, Georgia.
Glynn County, Georgia
Gunnison County, Colorado
Hall County, Georgia
Hamilton County, Ohio
Ketchikan-Gateway Borough, Alaska
Lake County, Florida
Lake County, Illinois
La Plata County, Colorado
Leon County, Florida
Lincoln County, North Carolina
Livingston County, Illinois
Los Angeles County, California
Martin County, Florida
McHenry County, Illinois
Mecklenburg County, North Carolina
Mendocino County, California
Mesa County, Colorado
Moffat County, Colorado
Monterey County, California
Muscatine County, Iowa
New Kent County, Virginia
Orange County, New York
Orange County, North Carolina Oklahoma
Palm Beach County, Florida
Peoria County, Illinois
Pinellas County, Florida
Polk County, Florida
Prince William County, Virginia
Ramsey County, Minnesota
St. Louis County, Minnesota
Saline County, Kansas
San Diego County, California
San Luis Obispo County, California
San Mateo County, California
Sarasota County, Florida
Sedgwick County, Kansas
Seminole County, Florida
Sonoma County, California
Springettsbury Township, Pennsylvania
Spotsylvania County, Virginia
Tazewell County, IL
Volusia County, Florida
Wake County, North Carolina
Washtenaw County, Michigan
Whiteside County, Illinois
Whitfield County, Georgia
Yolo County, California

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth, Minnesota
Columbia Development Corporation, South Carolina
Fresno Economic Development Commission, California
Fresno Redevelopment Authority, California
GoTopeka, Inc., Kansas
Lincoln Road Development Corporation, Miami Beach, FL
Los Angeles, California, Community Redevelopment Agency
Mid-American Regional Council, Kansas City, Missouri
West Palm Beach Downtown Development Authority, Florida

Housing Authorities

California Housing Finance Agency
Jefferson County Housing Authority, Alabama
Las Vegas Housing Authority
Memphis Housing Authority, Tennessee
Ocala Housing Authority, Florida
Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
Central Arkansas Library System
Lexington, Kentucky Library System
Metropolitan Library System of Oklahoma
Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
CDC Federal Credit Union, Atlanta, Georgia
District of Columbia
Fresno Employment and Training Commission,

California
Jefferson County Personnel Board, Alabama
Local Government Insurance Trust, Maryland
Los Angeles, California Department of Community Public HealthLos Angeles, California
Music Center Operating Company
Los Angeles Olympics Organizing Committee
Metropolitan Nashville, Tennessee Arts Commission
Parkland Hospital, Texas
Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management Association
Iowa League of Cities
Missouri Municipal League

School Districts

Adams County School District #14, Commerce City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland, California
Bay Area Rapid Transit District, Oakland, California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation Authority
Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
Port Everglades Authority, Fort Lauderdale, Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District, California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utility Districts

Columbus Water Works, Georgia
Metropolitan Sewer District of Greater Cincinnati, Ohio
Public Works Commission of Fayetteville, North Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina

EEO STATEMENT

Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- We will ensure that we do not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology.
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

MINORITY AND WOMEN PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
ALACHUA COUNTY, FL	County Administrator			X
ALBANY, GA	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
ASPEN, CO	City Manager		X	
AUSTIN, TX	City Auditor		X	
	City Manager		X	
	Police Chief			X
BERKELEY, CA	City Manager	X		
	Public Works Director			X
BEVERLY HILLS, CA	Sanitation Director	X		
	Library Director		X	
BOCA RATON, FL	City Manager		X	
	Asst. City Manager		X	
BOISE, ID	Chief Financial Officer	X		
BROWARD COUNTY, FL	Assistant Director of Equal Employment	X	X	
BOISE, ID	Chief Financial Officer		S	
BRYAN, TX	Municipal Court Judge		X	
	City Manager		X	
CAMARILLO, CA	City Clerk		X	
CARSON, CA	Planning Director		X	
CHAPEL HILL, NC	Transportation Director		X	
	Human Resources Director		X	
CHARLOTTE COUNTY, FL	County Attorney		X	
CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)	Director of Security	X		
CHARLOTTE, NC	Neighborhood Services Director	X		
COLUMBIA, MO	Police Chief	X		
CORINTH, TX	Director of Economic Development	X		
CULVER CITY, CA	Finance Director			X
DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X	X	
DALLAS, TX	City Attorney		X	
DECATUR, GA	Chief of Police	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
DISTRICT OF COLUMBIA	Executive Director Alcoholic Beverage Regulations Commission		X	
DURHAM, NC	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		
ESCONDIDO, CA	Civic Center Construction Mgr		X	
EVANSTON, IL	City Manager		X	
FRESNO, CA (PIC)	Executive Director	X		
FORT COLLINS, CO	City Attorney		X	
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GLASTONBURY, CT	Human Resources Director	X	X	
GREENBELT HOMES, INC. (MARYLAND)	Executive Director		X	
GREENSBORO, NC	Assistant City Manager	X		
GREENVILLE, NC	City Manager		X	X
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	
HOLLYWOOD, FL	City Manager	X		
JUPITER, FL	Assistant to the City Manager		X	
	Public Works Director			X
KALAMAZOO, MI	City Manager		X	
	Assistant City Manager		X	
LAKE COUNTY, FL	County Attorney		X	
LAKE COUNTY, IL	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
LAKE COUNTY, IL HEALTH DEPARTMENT	Executive Director		X	
LAKE WORTH, FL	Utilities Customer Services Manager	X		
LA PLATA COUNTY, CO	Human Services Director		X	
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
LONG BEACH, CA	Police Chief Executive Director, Civil Service Commission	X	X	
LONGMONT, CO	City Manager			X
LONGVIEW, CO	Assistant City Manger		X	
LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MONTEREY COUNTY, CA	Hospital Administrator	X		
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992)		X	
	City Manager (1999)			X
PALO ALTO, CA	City Attorney		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police			X
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Chief of Police	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SUNNYVALE, CA	Public Information Officer		X	
	City Clerk		X	
STRATFORD, CT	Human Resources Director		X	
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	
	Public Works Director	X		
THORNTON, CO	Public Information Officer		X	
TOPEKA, KS	City Manager	X		
	Police Chief	X		
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager Budget Director	X	X	
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
WAKE COUNTY, NC	Human Services Director			X
THE WEINGART CENTER (LOS ANGELES)	Executive Director		X	
WEST COVINA, CA	Planning Director	X	X	
WEST MIFFLIN, PA	Town Administrator		X	
WEST PALM BEACH, FL	Assistant City Administrator	X	X	
WICHITA, KS	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
YPSILANTI, MI	City Manager	X		
ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)	Executive Director			X

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: 9I

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF CITY COUNCIL

FROM: KATHRYN DUCHARME, HUMAN RESOURCE ANALYST

SUBJECT: BENEFIT CONSULTING SERVICES AGREEMENT

DATE: OCTOBER 6, 2015

Issue:
Staff is requesting approval of the Benefit Consulting Services Agreement allowing Mesirow Financial to provide insurance brokerage services for employee benefit programs.

Background:
The City had been working with the same insurance broker, Peggy Sandbak with Sandbak & Company, for employee benefits for over 15 years. Ms. Sandbak notified the City that she would be retiring in the near future. Therefore, the City sent out a Request for Proposal (RFP) in July and received five (5) proposals in response. Councilmember Gallagher participated in the review of all five (5) proposals in order to assist Staff in narrowing the firms down. In August, Staff interviewed three (3) of the firms and selected Mesirow Financial after conducting reference checks on the top two firms.

Compensation to the firm is commission based through insurance carrier premiums for the City. This is the same practice as with the previous firm however; one difference the City will see working with the new firm is there is now a stated maximum total annual amount of $20,000.00 that the commissions will not exceed.

Recommended Motion:
"I move to approve the Benefit Consulting Services Agreement between the City of Cherry Hills Village and Mesirow Financial to assist and advise the City on Benefit plans for employees."

Attachments:
Benefit Consulting Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF CHERRY HILLS VILLAGE AND MESIROW FINANCIAL

THIS PROFESSIONAL SERVICES AGREEMENT ("***Agreement***") is made and entered into this 1st day of OCTOBER, 2015, ("***Effective Date***") by and between the **CITY OF CHERRY HILLS VILLAGE**, a Colorado home rule municipal corporation (the "***City***"), and **MESIROW FINANCIAL**, a Colorado corporation (the "***Consultant***"). The City and the Consultant may be collectively referred to as the "***Parties***" and each individually as "***Party***".

RECITALS AND REPRESENTATIONS

WHEREAS, the Consultant represents to the City that the Consultant has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage the Consultant to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. LINE OF AUTHORITY: Kathryn Ducharme, Human Resource Analyst, is the City representative responsible for overseeing and coordinating Benefit Consulting Services (the "***City Authorized Representative***"), and is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Agreement. For purposes of this Agreement, the Consultant's designated representative is **John Harney, Mesirow Financial** (the ***"Consultant Authorized Representative")***.

2. SCOPE OF SERVICES: Consultant shall perform all services described in **Exhibit A** (the "***Services***") diligently and professionally and in a manner satisfactory to the City Authorized Representative.

The City, from time to time, may request changes to the Services to be performed hereunder. If agreed to by both Parties, Consultant will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Consultant's compensation, when mutually agreed upon between the City and Consultant, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the Mayor and by the Consultant Authorized Representative. Unless otherwise stated in the written amendment, Consultant will invoice the City on the next billing cycle after completion of the addition to Services or if the change involves an ongoing new addition to the Services, Consultant will include the associated adjustment to the monthly compensation amount.

If Consultant proceeds without such written change authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement. If Consultant performs any work beyond the Services described in **Exhibit A**, it does so at its own risk.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in **Exhibit A**, the City agrees that the Consultant shall be compensated as follows:

a. In consideration for the Consultant's completion of the Services specified herein, the Consultant will be paid by commissions received from insurance carriers for the City, which payment shall not exceed a maximum total annual amount of **Twenty Thousand Dollars and No Cents ($20,000.00)** from all carriers combined in accordance with the pricing proposal set forth in the Consultant's Proposal, a copy of which is attached and incorporated as part of **Exhibit B**. Except as may be agreed upon by the City and Consultant through written change orders as described in Section 2 above, in no event shall the City be liable for any payment to the Consultant under this Agreement.

b. If invoicing is deemed necessary for projects beyond the scope of work described in **Exhibit A**, the Consultant shall submit invoices to the City in accordance with the terms of this Agreement and any amendment thereto. The Consultant shall submit invoices to the City on a regular basis, but no more frequently than every thirty (30) days.

c. Consultant's invoice(s) shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Consultant has performed the Services required by this Agreement and any amendment thereto. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

4. TERM: Subject to annual appropriation, this Agreement shall be effective on October 1, 2015 at 12:01 a.m., (the "Effective Date") and shall terminate at 11:59 p.m. on September 30, 2020 or on a prior date of termination as may be permitted by this Agreement. Any extension of the term of this Agreement beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all services received during the preceding term.

5. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City.

6. INDEPENDENT CONTRACTOR: The Consultant shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent consultant. The Consultant will comply with all laws, regulations, municipal codes, ordinances and other requirements and standards applicable to the Consultant's employees, including, without limitation, federal and state laws governing the employment relationship with its employees. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-contractors, consultants, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); unemployment compensation; workers'

compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

To the maximum extent permitted by law, the Consultant waives all claims against the City for any employee benefits; the Consultant will defend the City from any claim and will indemnify the City against any liability for any employee benefits for the Consultant imposed on the City; and the Consultant will reimburse the City for any award, judgment, or fine against the City based on the position the Consultant was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

The following disclosure is provided in accordance with Colorado law:

CONSULTANT ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONSULTANT OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONSULTANT FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONSULTANT ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever. The Consultant shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement or the services performed under it; provided, however, that the Consultant need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City's elected officials, officers, directors, agents, and employees. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. INSURANCE: The Consultant shall obtain and maintain the following types and minimum amounts of insurance, which shall remain in full force and effect during the term of this Agreement and for a period of one (1) year after completion of the Services:

(a) worker's compensation insurance to cover obligations imposed by the applicable laws for any employee of the consultant engaged in the performance of work under this agreement; (b) errors and omissions insurance not less than One Million Dollars ($1,000,000.00); and (c) comprehensive general liability insurance with limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million ($2,000,000.00) aggregate.

The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY: The Parties understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights,

immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

10. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

11. CITY REVIEW OF RECORDS: The Consultant agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, it will make available for inspection and audit upon request by the City Authorized Representative, the City Finance Director, or any of their authorized representatives, those books and records of the Consultant's work performed under this Agreement. Nothing construed herein shall be construed as a requirement that Consultant shall provide its financial records determined to be proprietary by the Consultant. The Consultant shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

12. OWNERSHIP OF DOCUMENTS: Working papers, reports and other documents or materials prepared by the Consultant in connection with this Agreement shall be the property of the City and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Consultant to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. The Consultant waives any right to prevent its name from being used in connection with the Services. The Consultant shall provide the City with all copies of all reports, data and work product collected or produced by Consultant upon the City's request. At the City's request, upon expiration or termination of this Agreement, all records of the Consultant related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

13. TERMINATION: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) calendar days before the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant. The Consultant's indemnification obligations hereunder shall survive termination of this Agreement

14. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City: City of Cherry Hills Village
Attn: City Manager
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

with a copy to:	City Attorney for Cherry Hills Village c/o City of Cherry Hills Village 2450 East Quincy Avenue Cherry Hills Village, CO 80113
To the Consultant:	Mesirow Financial John Harney 353 North Clark Street Chicago, IL 60654
With a copy to:	Mesirow Financial- Denver Office Todd Krapf 1777 South Harrison Street, Suite 750 Denver, CO 80210

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Consultant Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

15. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

16. EMPLOYMENT OF OR CONTRACTS WITH ILLEGAL ALIENS: The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Consultant shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Consultant certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Consultant will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Consultant is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the City within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant 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 Consultant's actual knowledge. The Consultant 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 Consultant is required to comply with any reasonable request made by the Colorado 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 Consultant violates this provision, the City may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by this Agreement.

17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of, the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Arapahoe, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the work required by this Agreement.

19. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

20. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement is intended to or shall give or allow any such claim or right of action by any other or third person under such Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

21. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

22. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Mayor, the City Authorized Representative and/or the Consultant Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

23. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, terrorism, failure of a third party to cooperate in providing services other than Consultant's subconsultants, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Consultant, such items shall be handled in accordance with Section 2 and 3.

24. SURVIVAL OF TERMS AND CONDITIONS: The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

25. ARTICLE X, SECTION 20/TABOR: The Parties understand and acknowledge that the City 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 Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of 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 and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

26. INCORPORATION OF EXHIBITS: All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

IN WITNESS WHEREOF, the City and the Consultant have executed this Professional Services Agreement as of the above date.

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

BY: _____
Laura Christman, Mayor

DATE: October ___, 2015

Attest:

_____
Laura Smith, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:
MESIROW FINANCIAL,
an Illinois corporation with a Colorado office at
1777 South Harrison Street, Suite 750, Denver, CO 80210,
and authorized to do business in Colorado

BY: _____
John Harney, Chief Financial Officer

DATE: October ___, 2015

STATE OF)

COUNTY OF) ss.

The foregoing Professional Services Agreement was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____.

_____

Notary Public

(Required pursuant to C.R.S. § 8-40-202(2)(b)(IV))

EXHIBIT A

SCOPE OF SERVICES

1. Serve as management consultant on health insurance related matters. Provide advice and assistance reviewing the City's employee benefits program on a continuing basis to ensure that the plans are in compliance with federal requirements and that the program provides adequate benefits. Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
2. Notify, monitor and provide information on pending or new legislation and changes in tax law, as well as benefit and funding trends that may affect the benefit program. Assist with HIPAA and PPACA compliance. Maintain confidentiality of the City's health claims, records and related data which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the City.
3. Negotiate for the City favorable costs and high quality services with vendors including semi-annual reports for budgeting, resolution of issues and renewal processes.
4. Prepare and review contracts, plan documents, insurance policies and other documents for applicability and accuracy.
5. Proactively recommend alternative benefit designs, ancillary benefit program(s), voluntary benefit programs or delivery systems as dictated by emerging costs or benefit practices and trends. Identify any possible consolidation opportunities and design changes that will reduce overall program cost for long term.
6. Review City claim trends, if possible. Identify appropriate and cost effective strategies to reduce health and benefit claim costs.
7. Prepare bid specifications and solicit proposals from health and benefit vendors and insurance markets specializing in group insurance plans as needed.
8. Assist with adjudication of specific claims. Provide comprehensive, objective review of received and processed claims to determine whether the claims are adjudicated according to contractual performance standards, appropriate benefits and industry standards. Provide liaison services between program and other benefits consultants, including coordination of reporting and assistance resolving claims.
9. Partner with Human Resources and management team at the City in the administration of all group insurance plans including responding to questions from and providing information to staff, and providing other benefit-related advisory services throughout the plan year.
10. Advise the City in contract negotiations and renewals within the consultant's field of expertise. Develop and assist in implementation of new insurance plans.
11. Assist with preparation of materials for annual employee benefits and open enrollment meetings. Be available to attend meetings with City representatives as required.
12. Provide full disclosure of all fees, commissions, bonuses, over-rides and compensation received from each health and benefit plan annually and at the start or change of any existing plan.

EXHIBIT B

COMPENSATION

Compensation is commissions based with the current carriers in place for medical, dental, life, short-term and long-term disability insurances. The commissions from all insurance carriers are not to exceed a maximum annual commission paid of $20,000.00 from all carriers combined.

If additional services are required, this would be discussed on a case-by-case basis.

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(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: LAURA SMITH, CITY CLERK

SUBJECT: 2016 CITY COUNCIL MEETING DATES

DATE: OCTOBER 6, 2015

2016 City Council Meeting Dates:

January 5, 2016
January 19, 2016
February 2, 2016
February 16, 2016
March 1, 2016
March 15, 2016
April 5, 2016
April 19, 2016
May 3, 2016
May 17, 2016
June 7, 2016
June 21, 2016
July 5, 2016
July 19, 2016
August 2, 2016
August 16, 2016
September 6, 2016
September 20, 2016
October 4, 2016
October 18, 2016
November 1, 2016
November 15, 2016
December 14, 2016 (Wednesday)