

CHERRY HILLS VILLAGE
COLORADO

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Cherry Hills Village, CO 80113
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Village Center
Telephone 303-789-2541
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City Council Agenda
Tuesday, July 19, 2016

6:00 p.m. – Study Session – John Meade Park and Alan Hutto Memorial Commons Planning

6:30 p.m. – Regular Session

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Audience Participation Period (limit 5 minutes per speaker)
5. Consent Agenda
 - a. Approval of Minutes – June 21, 2016
6. Items Removed From Consent Agenda
7. Unfinished Business
 - a. Public Hearing - Council Bill 5, Series 2016; Amending Section 16-2-40 Concerning Procedures for Text Amendments and Rezoning of Property (*Public Hearing, second and final reading*)
8. New Business
 - a. Council Bill 6, Series 2016; Proposed Amendments to Article XI of Chapter 16 of the Municipal Code Establishing O-2, Open Space, Conservation and Historic Area District and Section 16-4-10 and 16-15-40 for Corresponding Changes to Open Space Zoning Regulations (*first reading*)
 - b. Resolution 10, Series 2016; Intergovernmental Agreement Regarding Cost Sharing and Collaboration on the High Line Canal Underpass Project at Hampden Avenue and Colorado Boulevard
9. Reports
 - a. Mayor
 - b. Members of City Council
 - c. Reports from Members of City Boards and Commissions
 - d. City Manager and Staff
 - (i) Department Monthly Reports
 - (ii) Unaudited Financial Statements
 - e. City Attorney
10. Executive Sessions
 - a. Pursuant to C.R.S. Section 24-6-402(4)(f) concerning matters pertaining to an employee for which the employee has consented to the discussion in executive session; and
 - b. 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 real property.
11. Adjournment

Notice: Agenda is subject to change.
If you will need special assistance in order to attend any of the City's public meetings, please notify the City of Cherry Hills Village at 303-789-2541, 48 hours in advance.

CONCEPTUAL PLAN



- 1 Lawn | Irrigated Turf
- 2 Restored Wetland
- 3 Restored Riparian Vegetation
- 4 Native Upland Vegetation
- 5 Landform/Flexible Performance Area
- 6 Natural Play Area
- 7 Tot Lot
- 8 Shelter | Restroom
- 9 Gathering Space
- 10 Pond
- 11 Conveyance Channel
- 12 Trickle Channel
- 13 Boardwalk
- 14 Fishing Pier
- 15 Natural Water Play Area
- 16 Climbing Net
- 17 Equestrian Trail
- 18 Contemplative Overlook



Note: This conceptual plan does not include site furnishings or public art plans. Those elements will be incorporated into future concepts.

preferred alternative **DRAFT**

john meade park
city of cherry hills village, CO



BIRD'S EYE PERSPECTIVE SKETCH

play



preferred precedents

john meade park
city of cherry hills village, CO
2017-2018

wetland



performance area



Minutes of the
City Council of the City of Cherry Hills Village, Colorado
Held on Tuesday, June 21, 2016 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, Mike Gallagher, Klasina VanderWerf, and Katy Brown were present on roll call. Also present were City Manager Jim Thorsen, Deputy City Manager and Public Works Director Jay Goldie, City Attorney Linda Michow, Finance Director Karen Proctor, Human Resource Analyst Kathryn Ducharme, and City Clerk Laura Smith.

Mayor Pro Tem A. Brown arrived at 8:11 p.m.

Absent: none

PLEDGE OF ALLEGIANCE

Isaac Branch, River of Words Art Contest winner, led the Council in the pledge of allegiance.

ISAAC BRANCH, RIVER OF WORDS ART CONTEST WINNER

Isaac Branch explained that he had not known what to choose for the subject of his artwork until he thought of John Meade Park, which he had been visiting to go fishing with his dad since he was three.

Councilor K. Brown added that Isaac had won First Place in the art contest.

Mayor Christman asked staff to coordinate with Isaac and his family to present his artwork to the Parks, Trails and Recreation Commission (PTRC) and the Public Art Commission (PAC).

AUDIENCE PARTICIPATION PERIOD

None

CONSENT AGENDA

Councilor Griffin moved, seconded by Councilor VanderWerf to approve the following items on the Consent Agenda:

- a. Approval of Minutes – June 7, 2016

- b. Resolution 7, Series 2016; Concerning the Reappointment of a Member to the Public Art Commission
- c. Resolution 8, Series 2016; Adopting a Budget Calendar for the 2017 Budget

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None

UNFINISHED BUSINESS

Council Bill 4, Series 2016; Amending Sections 2-1-10, 2-1-40 and 2-1-50 of the Municipal Code Concerning Elections (second and final reading)

City Clerk Smith presented Council Bill 4, Series 2016 on second and final reading. She explained that the bill proposed to clean up language in the Municipal Code by referencing the state statute, now that the state statute had been cleaned up by the legislature through a series of recent bills. She noted that no changes had been made since first reading.

Councilor K. Brown moved, seconded by Councilor Griffin to approve Council Bill 4, Series 2016, a bill for an ordinance of the City of Cherry Hills Village amending sections 2-1-10, 2-1-40 and 2-1-50 of the Municipal Code concerning elections on second and final reading.

The following votes were recorded:

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

Vote on the Council Bill 4-2016: 5 ayes. 0 nays. The motion carried.

NEW BUSINESS

Resolution 9, Series 2016; Easement Agreement for a Non-Motorized Public Trail with Denver First Church of the Nazarene

Deputy City Manager/Director Goldie presented Resolution 9, Series 2016 and explained that the easement agreement was for the purchase a 20 foot wide trail easement from Denver First Church (DFC) to connect the proposed High Line Canal (HLC) underpass beneath Hampden Avenue and Colorado Boulevard. He noted that

the HLC trail would be moved from the west side of the HLC to the east side for the last 700 feet as it approached Hampden Avenue as part of the connection. He added that the easement agreement was contingent upon the final approval of the Intergovernmental Agreement (IGA) between Cherry Hills Village, Arapahoe County and Denver for Cost Sharing and Collaboration on the High Line Canal Underpass Project at Hampden Avenue and Colorado Boulevard, as well as the IGA between CDOT and Denver for the underpass project. He indicated that the City had secured two grants to help offset the purchase of the easement, one from Arapahoe County Open Space for \$40,000 and the other from Colorado Parks and Wildlife (CPW) for \$130,000. He specified that these funds were for the easement and not for the underpass.

Councilor VanderWerf asked if this was the City's first grant from CPW.

Deputy City Manager/Director Goldie confirmed it was.

Councilor VanderWerf asked about the winding trail.

Deputy City Manager/Director Goldie explained that the trail followed the HLC and so the winding was natural.

Councilor Gallagher asked about the trail crossing from the west side of the HLC to the east side.

Deputy City Manager/Director Goldie replied that the trail crossing would be located at an existing foot bridge just west of Jefferson Avenue before the trail headed east to Monroe Lane.

Councilor Hoellen questioned the absence from the easement agreement of the contingencies of final approval and execution of the IGAs that were outlined in the resolution.

Deputy City Manager/Director Goldie replied that the easement agreement would not be recorded and City funds would not be paid until the IGAs were fully executed.

Councilor Hoellen indicated his discomfort with not including the contingencies in the easement agreement and expressed concern that it was not proper form to exclude them.

Deputy City Manager/Director Goldie explained that the easement agreement was intended to show the City's grantors that the project was moving forward.

Councilor K. Brown suggested that the easement agreement did not need to be signed until the IGAs were fully executed and that instead Council could approve the easement agreement and authorize the Mayor to sign it once the contingencies were met.

City Manager Thorsen agreed that the exclusion of the contingencies from the easement agreement was odd but that it was the system staff was using to allow the grants to move forward. He noted that staff would not send the signed easement agreement to DFC until the contingencies were met.

City Attorney Michow suggested that alternatively the City could set up an escrow account for the funds so they would be set aside but not paid to DFC until the contingencies were met.

Councilor Hoellen noted that he was not concerned with establishing an escrow but questioned why the contingencies were not included in the easement agreement.

Mayor Christman indicated that there should not be a reference to an unrecorded document within a recorded document. She suggested that the City could create a side letter agreement with the contingencies for both the City and DFC to sign, or create an escrow account.

City Attorney Michow agreed and added that referencing an unrecorded document in a recorded document would make it impossible to know for sure that the conditions of the recorded document had been met.

Councilor Hoellen indicated a side letter agreement would be satisfactory and noted a typo in Section 5 of the easement agreement.

Mayor Christman suggested that Council approve the resolution subject to the side letter agreement.

Councilor K. Brown moved, seconded by Councilor VanderWerf to approve Resolution 9, Series 2016; accepting and approving an easement agreement with Denver First Church for a non-motorized public trail, and authorize the expenditure of funds in the amount of \$79,000.00 contingent upon the final approval of the IGA for Cost Sharing and Collaboration on the High Line Canal Underpass Project at Hampden Avenue and Colorado Boulevard between Cherry Hills Village, Arapahoe County and Denver and the CDOT and Denver IGA for the underpass project as well as to authorize the Mayor to approve a side letter agreement outlining the contingencies as stated.

The motion passed unanimously.

REPORTS

Mayor's Report

Mayor Christman provided an update to Council on the two IGAs involved in the HLC underpass project. She also reported on a meeting with Denver Water and noted that the City was lucky to have the High Line Canal Working Group and the High Line Canal Conservancy to advocate the importance of the HLC.

Members of City Council

Councilor Hoellen had no report.

Councilor K. Brown thanked the Branch family for staying through the meeting. She also noted that Tom and Ben Logan were present in the audience.

Councilor VanderWerf reported that the dedication for *Charlo* last Thursday had been well attended and successful. She noted that the donor recognition plaque was hanging in Council Chambers and hoped that it would have a more accessible location in the new Village Center. She reported that the PAC would take a field trip to the Englewood Museum of Outdoor Arts with President and Executive Director Cynthia Madden Leitner, and that the PAC hoped to establish a good relationship with the museum.

Councilor Griffin underscored the success of the *Charlo* event and gave special thanks to the Diecidues for hosting the reception.

Councilor Gallagher reported that the PTRC would meet tomorrow morning at 8am for another work session on the development of John Meade Park.

Members of City Boards and Commissions

None

City Manager & Staff

City Manager Thorsen reported that he would attend the annual Colorado Municipal League Conference tomorrow through Friday. He noted that staff reports were included in Council packets and staff was available for any questions.

Parks, Trails and Recreation Commission Vacancy

City Clerk Smith explained that there was a vacancy on the Parks, Trails and Recreation Commission (PTRC) and asked for two Council members to assist with interviews to fill the opening.

Councilor Gallagher and Councilor VanderWerf volunteered.

Councilor K. Brown suggested the solicitation for applications include a statement that preference would be given to applicants living in the Districts not currently represented on the PTRC, which were Districts 1 and 5.

City Clerk Smith noted that Council no longer held a meeting on the first Tuesday in July so the next regular Council meeting would be July 19th.

City Attorney

City Attorney Michow had no report.

EXECUTIVE SESSION AND ADJOURNMENT

Councilor K. Brown moved, seconded by Councilor Griffin to move 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 then 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 real property; and then pursuant to CRS 24-6-402(4)(b) for the purpose of seeking legal advice concerning the Suzanne Helen v. Cherry Hills Village litigation involving the City’s denial of a floodplain development permit; and upon conclusion immediately adjourn.

The following votes were recorded:

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

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

The Executive Session began at 7:02 p.m.

The meeting adjourned at 8:20 p.m.

Laura Christman, Mayor

Laura Smith, City Clerk

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ITEM: 7a

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: EMILY KROPF, SPECIAL PROJECTS COORDINATOR

SUBJECT: COUNCIL BILL 5, SERIES 2016; PROPOSED AMENDMENT TO MUNICIPAL CODE SECTION 16-2-40 CONCERNING PROCEDURES FOR TEXT AMENDMENTS AND REZONING OF PROPERTY AND ADDING A DEFINITION OF TEXT AMENDMENT TO SECTION 16-1-10 (SECOND AND FINAL READING, PUBLIC HEARING)

DATE: JULY 19, 2016

ISSUE:

Should the City Council approve on second and final reading Council Bill 5, Series 2016, amending Municipal Code Section 16-2-40 concerning procedures for text amendments and rezoning of property and adding a definition of text amendment to Section 16-1-10 (Exhibit A)?

DISCUSSION:

Staff is presenting for review a proposed amendment that clarifies the procedures for text amendments and rezoning of property and updates the notice requirements to be consistent with the City's current practices. The draft ordinance was approved by City Council on first reading on June 7, 2016 (Exhibit B). The Planning and Zoning Commission recommended approval on June 14, 2016 with the addition of a definition of text amendment (Exhibit C). A memo from the City Attorney addressing state statutes and a redline copy of the ordinance are included as Exhibit D.

PUBLIC NOTICE:

Notice of the public hearing was published in the June 30, 2016 edition of *The Villager*. Staff has not received any comments from the public in response.

CHERRY HILLS VILLAGE
COLORADO

RECOMMENDATION:

Staff recommends approval of Council Bill 5, Series 2016 amending Municipal Code Section 16-2-40 concerning procedures for text amendments and rezoning of property and adding a definition of text amendment to Section 16-1-10 on second and final reading as drafted.

RECOMMENDED MOTION:

"I move to approve on second and final reading Council Bill 5, Series 2016 as submitted in Exhibit A of the July 19, 2016 staff memorandum, amending Municipal Code Section 16-2-40 concerning procedures for text amendments and rezoning of property and adding a definition of text amendment to Section 16-1-10."

ATTACHMENTS:

Exhibit A: Council Bill 5, Series 2016

Exhibit B: June 7, 2016 City Council Minutes

Exhibit C: June 14, 2016 P&Z Minutes

Exhibit D: June 7, 2016 City Attorney Memo

COUNCIL BILL NO. 5
SERIES OF 2016

INTRODUCED BY: _____
SECONDED BY: _____

**A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE
AMENDING SECTION 16-2-40 OF CHAPTER 16 OF THE MUNICIPAL CODE CONCERNING
PROCEDURES FOR TEXT AMENDMENTS AND REZONING OF PROPERTY AND ADDING
A DEFINITION OF TEXT AMENDMENT TO SECTION 16-1-10 OF THE MUNICIPAL CODE**

WHEREAS, the City of Cherry Hills Village ("City" or "Village") is a home rule municipal corporation organized in accordance with Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its Home Rule Charter and Title 31, Article 23 of the Colorado Revised Statutes, the City is authorized to adopt regulations governing the development of property within the boundaries of the City to further the health, safety and welfare of the citizens of the community; and

WHEREAS, the City Council has adopted zoning and land use regulations codified in Chapter 16 of the Cherry Hills Village Municipal Code, and has adopted an official zoning map for the City; and

WHEREAS, in accordance with Section 16-2-40 of the Municipal Code, the City Council desires to modify and update the procedures for amending the zoning map and making "text" changes to Chapter; and

WHEREAS, the Planning and Zoning Commission has considered such amendments and has recommended approval of the same to City Council; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider the proposed amendments as set forth in this Ordinance.

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

Section 1. Section 16-2-40 of the Cherry Hills Village Municipal Code, entitled "Amendments", is hereby repealed and reenacted to read as follows:

Sec. 16-2-40. Amendments.

(a) Amendments to Zoning Map and Text Amendments. Amendments to this Chapter or any section thereof (a text amendment) may be initiated by the City Council or by the Planning and Zoning Commission. Amendments to the official zoning map for a specific parcel, lot or property (a rezoning) may be initiated by application from a property owner seeking to rezone such owner's property in the City or by City Council by making application therefor on such a form as the Planning and Zoning Commission may prescribe.

(1) Rezoning Application. A rezoning application shall be filed with the Community Development Department, together with payment of the applicable fee. The following application materials are required for an application for rezoning:

a. Description of the land area to be rezoned and the requested new classification, along with a sketch, to scale, showing the boundaries of the area requested to be rezoned, along with the existing zoning on all adjacent sides of the area.

b. A statement of justification for the rezoning, including discussion of such of the following conditions as are applicable:

1. Change in area conditions;
2. Error in original zoning;
3. Conformance to the Master Plan for the area; and
4. Suitability of the site to the proposed use.

c. Description and sketches, if available, of structures or uses proposed if rezoning is granted, along with a description of uses within two hundred (200) feet of the boundary of the proposed area of change, in all directions, and the effect of the proposed use upon the adjacent areas.

d. Time schedule for any contemplated new construction or uses.

(2) Text Amendment Application. The City Council may amend any provision of this Chapter in its sole legislative discretion, subject to the limitations of the Colorado statutes that affect home rule municipalities and the Colorado and United States Constitutions.

(b) Referral to Planning and Zoning Commission. All applications for text amendments and rezonings shall be referred to and considered by the Planning and Zoning Commission at a duly noticed meeting. The Planning and Zoning Commission shall examine the rezoning proposal or text amendment and its conformity to the intent of this Chapter and to the City's master plan. A recommendation shall then be made to the City Council, along with reasons therefor.

(c) City Council Public hearing process.

(1) The City Council shall hold a public hearing before any rezoning or text amendment is enacted through adoption of an ordinance by the City Council. Public notice of the time and place of such public hearing shall be published at least fifteen (15) days prior thereto, in one (1) newspaper with general circulation in the City and describing generally the matters involved in the proposed text amendment or rezoning.

(2) For rezonings, in addition to newspaper publication, the applicant shall send written notices of the public hearing to all property owners contiguous to, including across any street from, any portion of the subject property. Said notice must contain a typewritten identical copy of that notice required to be posted in the Village Center, and shall be mailed by certified mail and regular U.S. mail at least fifteen (15) days prior to the scheduled public hearing. In addition, any proposed rezoning must be advertised by a posted notice at least two (2) feet by three (3) feet in size and with a caption "NOTICE OF PUBLIC HEARING" or similar language, with each letter of the caption at least two (2) inches in height, containing the same data as above, posted continuously for at least fifteen (15)

days prior to the hearing and located on the subject property in a conspicuous location clearly visible from an adjoining roadway, if practical.

(d) Enactment. Such an amendment to be enacted shall receive the affirmative vote of the majority of the membership of the entire City Council.

(e) Certification of the amendment. If an amendment should receive the required vote for adoption by the City Council, a certified copy of the amendment shall then be filed with the City Clerk. Rezoning shall be documented on the City's official zoning map.

Section 2. A definition of the term "text amendment" shall be added to Section 16-1-10 of the Cherry Hills Village Municipal Code, to read in its entirety as follows:

Text amendment means any amendment to the text of this Chapter or any section thereof initiated by the City Council or the Planning and Zoning Commission in accordance with Section 16-2-40(a) of this Chapter.

Section 3. Severability. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this ordinance are not determined by the court to be inoperable. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion would be declared invalid.

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after publication on second reading in accordance with Section 4.5 of the Charter for the City of Cherry Hills Village.

Adopted as Ordinance No. _____, Series 2016, by the City Council of the City of Cherry Hills Village, Colorado this _____ day of _____, 2016.

Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

Published in *The Villager*
Published: _____
Legal #: _____

 RECORD OF PROCEEDINGS

Councilor K. Brown suggested adding an affidavit certifying veracity of information to the profile for candidates to sign.

Mayor Christman asked if the instructions and format should be put in a policy format.

City Clerk Smith replied that staff could create a policy that Council would approve by resolution and noted that changes to the instructions and format would then have to be approved by Council.

Councilor K. Brown moved, seconded by Councilor VanderWerf to approve the Candidate Profile format and instructions included as Exhibit C to the June 7, 2016 staff memorandum with the inclusion of:

- A certification verifying the veracity of information
- Changing the wording in bullet number six from "inappropriate" to "obscene or unlawful"
- Suggested topics in the Information from the Candidate section based on previous candidate responses

The motion passed unanimously.

NEW BUSINESS

Council Bill 4, Series 2016: Amending Sections 2-1-10, 2-1-40 and 2-1-50 of the Municipal Code Concerning Elections (first reading)

City Clerk Smith explained that Council Bill 4, Series 2016 would amend the Municipal Code to refer to the state statutes for write-in candidate and cancellation of election timelines. She noted that Senate Bill 16-142 had cleaned up the Colorado Municipal Election Code after House Bill 15-1130 necessitated the extension of timeframes by requiring that municipalities sent ballots to UOCAVA voters.

Councilor Gallagher moved, seconded by Councilor Griffin to approve Council Bill 4, Series 2016, a bill for an ordinance of the City of Cherry Hills Village amending sections 2-1-10, 2-1-40 and 2-1-50 of the Municipal Code concerning elections on first reading.

The following votes were recorded:

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

Vote on the Council Bill 4-2016: 6 ayes. 0 nays. The motion carried.

Council Bill 5, Series 2016: Amending Section 16-2-40 Concerning Procedures for Text Amendments and Rezoning of Property (first reading)

City Attorney Michow explained that Chapter 16 of the City of Cherry Hills Village Municipal Code governed zoning and regulated the development of land within the Village. As a home rule municipality, the City had broad legislative authority to adopt zoning regulations. In accordance with Colorado Revised Statutes, C.R.S. § 31-23-204, a municipality may adopt and amend zoning regulations and zoning district boundaries, provided however, "no such regulation, restriction, or boundary shall become effective until after a public hearing [is held] thereon at which parties in interest and citizens have

an opportunity to be heard" ... and "at least fifteen days' notice of the time and place of such hearing is published in an official paper or a paper of general circulation in such municipality." In all respects, the City followed state statute regarding the process for rezoning of property and amending the City's zoning regulations. Section 16-2-40, titled "Amendments", incorporated the state requirement for public hearing and newspaper publication of the public hearing, and also provided enhanced notice requirements by mandating individualized mailed notice to adjacent property owners sent via certified mail, return receipt requested, and posting of the property subject to rezoning. Under Section 16-2-40(c), "evidence of mailed notice must be provided at the public hearing in the form of signed return receipts from each affected property owner." Notably, the notice requirements set forth in Section 16-2-40(c) applied to conditional use permits (see Section 16-18-60) and expanded use permits (see Section 16-20-40). It was City staff's opinion that requiring an applicant to present evidence of signed return receipts was problematic and overly burdensome as an applicant could not guarantee that a mailed notice would be signed for and picked up by the intended recipient. Moreover, it was not clear in Section 16-2-40 whether failure to meet this requirement was a jurisdictional prerequisite to conducting the public hearing on the scheduled application. Finally, it had not been the City's practice to receive signed return receipts from adjacent property owners. For these reasons, City staff was proposing amendments to Section 16-2-40 to maintain the requirement for certified mailing and remove the requirement for return receipts and for evidence of signed return receipts. In addition, staff had identified and was proposing other "clean-up" changes in Section 16-2-40 to better differentiate between zoning map amendments (rezoning) and amendments to Chapter 16 (text amendments). Mayor Pro Tem A. Brown had further suggested an amendment to clarify that a rezoning of property can be initiated by a property owner of the subject property or the City. The current ordinance read that any property owner could initiate a rezoning of any property which clearly was not the intent of the ordinance.

Mayor Christman asked about the proposed additional requirement of delivery by regular U.S. mail.

City Attorney Michow confirmed that the proposed changes also included the addition of delivery of mailed notice by regular U.S. mail. She explained that many people were more likely to receive a notice by regular mail than by certified mail because certified mail required an additional step on their part. She noted that this change to the code was an enhancement of the notice requirements.

Councilor VanderWerf indicated her support for the addition of notice by regular mail. She suggested acknowledging in the notice that the same notice was mailed by regular and certified mail.

Mayor Pro Tem A. Brown noted that nothing regarding the core criteria was changing and that the council bill was mainly to clean up the Code.

City Attorney Michow replied that was correct and in fact the notice requirements would be enhanced by the proposed addition of notice by regular mail. She explained that the current requirement to present evidence of signed return receipts was overly burdensome and sometimes impossible. She noted that staff would publish notice for a public hearing for second reading of the council bill if Council approved the council bill on first reading.

Mayor Pro Tem A. Brown moved, seconded by Councilor Griffin to approve Council Bill 5, Series 2016, amending Section 16-2-40 of the Cherry Hills Village Municipal Code concerning procedures for text amendments and rezoning of property on first reading.

RECORD OF PROCEEDINGS

The following votes were recorded:

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

Vote on the Council Bill 5-2016: 6 ayes. 0 nays. The motion carried.

REPORTS

Mayor's Report

Mayor Christman welcomed City Manager Thorsen to his first Council meeting. She reported that long-time resident Cat Anderson had passed away and that Council would have to consider an appropriate way to honor such an amazing citizen. She noted that this commenced the timeline for the City's formal management of Quincy Farm. She added that the Planning and Zoning Commission would be considering the O-2 zoning ordinance at their next meeting. She indicated that the Quincy Farm Committee may ask Council to approve additional funds.

Mayor Christman reported that she and Mayor Pro Tem A. Brown had met with State Representative Daniel Kagan regarding the proposed traffic light at Glenmoor and Belleview. She indicated that they would meet with CDOT and Greenwood Village on July 11th. She noted that Mayor Pro Tem A. Brown had an interesting article about a mobile device application for cut through traffic. She added that she would attend a Denver Water meeting this Friday. She reported that she had volunteered through the Arapahoe County Mayors and Managers group for the City to sponsor a meeting of parks and recreation staff to discuss best practices for managing the Japanese Beetle and the Emerald Ash Borer sometime in October.

Members of City Council

Councilor Gallagher had no report.

Councilor Griffin had no report.

Mayor Pro Tem A. Brown reported that resident and former Mayor Doug Scott had passed away unexpectedly on Friday from a massive heart attack at the age of 51.

Councilor VanderWerf reported that the dedication of *Charlo* would take place on Thursday June 16th. She asked Council to RSVP if they had not already done so and were planning to attend. She noted that in addition to the ceremony by the sculpture, attendees would have a chance to view the new plaque containing all the donor names and then attend the reception hosted by the Diecidues.

Councilor K. Brown reported that the Centennial Airport Noise Roundtable had met last week and noted that a few more complaints had been filed in May than in previous months. She encouraged residents to report complaints as it was difficult to make a case for noise issues if no one reported complaints.

Councilor Hoellen had no report.

Vice Chair Blum asked if the City was applying for the zoning change.

Commissioner Wyman replied yes.

Commissioner Wyman stated that there could be unknown costs. He continued to say that the pond on the property has high salinity and it could be costly to drain if it was ever needed.

Chair Savoie stated that the Commission cannot be concerned with any potential costs at this time. He continued to say that any other uses would have to come back to the Commission.

Ms. Greene stated that the QFVC report states that the R-1 zoning does not permit public access and that the property will require rezoning and that the O-1 zoning does not provide enough flexibility.

Commissioner LaMair stated that page one of the ordinance should be clarified for O-1 and O-2 zoning.

Commissioner Lucas stated that the language in Section 16-11-120 is directly from the QFVC report and that he agreed with Chair Savoie that this could not apply to John Meade park.

Vice Chair Blum stated that any other zoning changes would have to come before the Commission regardless.

Commissioner Kaplan stated that this is a carefully worded document that will not open any floodgates.

Commissioner LaMair made a motion, which was seconded by Commissioner Blum to approve the proposed amendment to Article XI of Chapter 16 of the Municipal Code Sections 16-4-10 and 16-15-40 for corresponding changes to open space zoning regulations with the addition of clearer language and distinction between O-1 and O-2 on page 1 of the draft.

The motion was approved with a 5-1 vote.

b. Proposed Amendment to Section 16-2-40 of Chapter 16 of the Municipal Code Concerning Procedures for Text Amendments and Rezoning of Property

Ms. Kropf stated that Staff is presenting for recommendation to City Council a draft ordinance concerning procedures for text amendments and rezoning of property. She stated that the intent of the ordinance is to clarify the procedures for text amendments and rezoning of property and update notice requirements to be consistent with the City's current practices.

Ms. Kropf stated that a draft ordinance was presented to City Council on June 7th and approved on first reading with one minor change to Section 16-2-40(a) that a property owner may only seek to rezone his or her own property. She continued to say that the draft ordinance will go back to City Council on July 19th for public hearing and second reading.

Chair Savoie asked for further explanation.

Deputy City Attorney McAskin stated that when a landowner initiates a rezoning there is a requirement to mail notices certified mail return receipt, and that often the applicant has trouble getting all of the mailing receipts back. He continued to say that the applicant should not be held accountable for those who are notified not picking up their mail.

Chair Savoie stated that this is a cleanup item.

Commissioner Wyman asked where in the code are text amendments defined.

Ms. Kropf replied there is no definition.

Deputy City Attorney McAskin stated that it would not be an issue to add the definition.

Commissioner Wyman made a motion, which was seconded by Chair Savoie, to recommend to the City Council approval of the proposed amendment to Section 16-2-40 of Chapter 16 of the Municipal Code concerning procedures for text amendments and rezoning of property with the addition of a definition of text amendment added in Chapter 16 Article I.

The motion passed unanimously.

NEW BUSINESS

Chair Savoie stated that the former mayor of the city, Doug Scott recently passed away and that the Commission would like to extend condolences to his family.

Commissioner LaMair stated that City Council unanimously denied the recommendation to lower the height limit on new homes.

Ms. Kropf stated that she would send the minutes of the meeting to the Commission.

Vice Chair Blum asked why did the Commission review the height limit.

Chair Savoie stated that it was brought to the Commission as a review after the standards had been in place.

Chair Savoie made a motion, which was seconded by Commissioner Kaplan, to reduce the overall height limit to 30 feet in all zone districts except for R-1.

Planning and Zoning Commission Meeting

June 14, 2016



TO: Honorable Mayor Christman and City Council

CC: Jim Thorsen, City Manager

FROM: Linda Michow, City Attorney

DATE: June 7, 2016

SUBJECT: Council Bill No. 5, Series 2016: Amending Section 16-2-40
Concerning Procedures for Text Amendments and Rezoning of
Property

ISSUE:

Section 16-2-40 of the Municipal Code sets forth the process for initiating a zoning map amendment (rezoning of property) and amendments to Chapter 16 (text amendment). Council Bill No. 5 proposes amendments to Section 16-2-40 to clarify the distinction between rezoning of property and text amendments, and to change the notice requirements to be consistent with current City practice.

BACKGROUND:

Chapter 16 of the City of Cherry Hills Village Municipal Code governs zoning and regulates the development of land within the Village. As a home rule municipality, the City has broad legislative authority to adopt zoning regulations.

In accordance with Colorado Revised Statutes, C.R.S. § 31-23-204, a municipality may adopt and amend zoning regulations and zoning district boundaries, provided however, “no such regulation, restriction, or boundary shall become effective until after a public hearing [is held] thereon at which parties in interest and citizens have an opportunity to be heard” ... and “at least fifteen days’ notice of the time and place of such hearing is published in an official paper or a paper of general circulation in such municipality.”

In all respects, the City follows state statute regarding the process for rezoning of property and amending the City’s zoning regulations. Section 16-2-40, titled “Amendments”, incorporates the state requirement for public hearing and newspaper publication of the public hearing, and also provides enhanced notice requirements by mandating individualized mailed notice to adjacent property owners sent via certified mail, return receipt requested, and posting of the property subject to rezoning. Under Section 16-2-40(c), “evidence of mailed notice must be provided at the public hearing in the form of

signed return receipts from each affected property owner.” Notably, the notice requirements set forth in Section 16-2-40(c) apply to conditional use permits (see Section 16-18-60) and expanded use permits (see Section 16-20-40). It is City staff’s opinion that requiring an applicant to present evidence of signed return receipts is problematic and overly burdensome as an applicant cannot guarantee that a mailed notice will be signed for and picked up by the intended recipient. Moreover, it is not clear in Section 16-2-40 whether failure to meet this requirement is a jurisdictional prerequisite to conducting the public hearing on the scheduled application. Finally, it has not been the City’s practice to receive signed return receipts from adjacent property owners.

For these reasons, City staff is proposing amendments to Section 16-2-40 to:

- Maintain the requirement for certified mailing;
- Remove the requirement for return receipts and for evidence of signed return receipts; and
- Add delivery of mailed notice by regular U.S. mail.

In addition, staff has identified and proposes other “clean-up” changes in Section 16-2-40 to better differentiate between zoning map amendments (rezoning) and amendments to Chapter 16 (text amendments). All of the proposed changes are presented in Council Bill No. 5 for consideration by City Council.

RECOMMENDATION:

City staff recommends City Council approve on first reading Council Bill No. 5, Series 2016, subject to further discussion and revision as City Council may deem appropriate. Council Bill No. 5 maintains the City’s policy of providing enhanced notice requirements for zoning applications and encouraging community input.

PROPOSED MOTION:

“I MOVE TO APPROVE COUNCIL BILL 5, SERIES 2016, AMENDING SECTION 16-2-40 OF THE CHERRY HILLS VILLAGE MUNICIPAL CODE CONCERNING PROCEDURES FOR TEXT AMENDMENTS AND REZONING OF PROPERTY ON FIRST READING”

ATTACHMENTS:

Exhibit A - Council Bill No. 5, Series 2016

Exhibit B - Section 16-2-40 – Legislative Version with proposed changes shown in strike through (deletions) and underline (additions).

SECTION 16-2-40 LEGISLATIVE VERSION WITH TRACK CHANGES

Section 16-2-40. Amendments.

(a) Amendments to Zoning Map and Text Amendments~~Initiation. In addition to amendments~~
Amendments to this Chapter or any section thereof (a text amendment) may be initiated by the
City Council or by the Planning and Zoning Commission. ~~Amendments to this Chapter or any~~
~~section thereof, or to~~Amendments to the official zoning map for a specific parcel, lot or property
(a rezoning), may be initiated by application from any person owning property in the City or by
City Council by making application therefor on such a form as the Planning and Zoning
Commission may prescribe.

(1) Rezoning Application. A rezoning application shall be filed with the Community
Development Department, together with payment of the applicable fee.

The following application materials are required for an application for rezoning, which
shall include all of the following information, if applicable, in addition to such other data
as the Planning and Zoning Commission may require:

~~(1a.)~~ Description of the land area to be rezoned and the requested new
classification, along with a sketch, to scale, showing the boundaries of the area
requested to be rezoned, along with the existing zoning on all adjacent sides of the
area.

~~(2b.)~~ A statement of justification for the rezoning, including discussion of such of
the following conditions as are applicable:

- 1a. Change in area conditions;
- b2. Error in original zoning;
- e3. Conformance to the Master Plan for the area; and
- d4. Suitability of the site to the proposed use.

~~(3c.)~~ Description and sketches, if available, of structures or uses proposed if
rezoning is granted, along with a description of uses within two hundred (200) feet
of the boundary of the proposed area of change, in all directions, and the effect of
the proposed use upon the adjacent areas.

~~(4d.)~~ Time schedule for any contemplated new construction or uses.

~~The application shall be filed with the City Clerk, together with payment of the applicable
fee.~~

(2) Text Amendment Application. The City Council may amend any provision of this
Chapter in its sole legislative discretion, subject to the limitations of the Colorado
statutes that affect home rule municipalities and the Colorado and United States
Constitutions.

(b) Referral to Planning and Zoning Commission. All applications for text amendments and
rezonings zoning changes shall be referred to and considered by~~referred by the City Clerk to~~
the Planning and Zoning Commission at a duly noticed meeting.~~The Planning and Zoning~~

SECTION 16-2-40 LEGISLATIVE VERSION WITH TRACK CHANGES

~~Commission may, at its discretion and upon a vote of a majority of the Commission, hold a public hearing preceded by public notice thereof as provided in Subsection (c) below. The Planning and Zoning Commission shall in all cases examine the rezoning proposal or text amendment and its conformity to the intent of this Chapter and to the City's master plan. A recommendation shall then be made to the City Council, along with reasons therefor. The Planning and Zoning Commission may adopt reasonable rules and regulations for the conduct of its affairs consistent with the provisions of this Chapter.~~

(c) City Council Public hearing process.

(1) The City Council shall hold a public hearing b~~Before any rezoning or text such~~ amendment is enacted by the City Council., ~~a public hearing shall be held, p~~Public notice of the time and place of such public hearing which shall be published at least fifteen (15) days prior thereto, in ~~at least one~~ (1) newspaper with general circulation in the City and describing generally the matters involved in the proposed text amendment or rezoning.

(2) For rezonings, It is the responsibility of in addition to newspaper publication, the applicant shall to send written notices, by certified mail, return receipt requested, of the public hearing to all property owners contiguous to, including across any street from, any portion of the subject applicant's property. Said notice must contain a typewritten identical copy of that notice required to be posted in the Village Center, and shall be mailed by certified mail and regular U.S. mail at least fifteen (15) days prior to the scheduled public hearing. Evidence of such mailing will be provided at the public hearing in the form of signed return receipts from each affected property owner. In addition, any proposed rezoning amendment to the map sh~~must~~ould be advertised by a posted notice at least two (2) feet by three (3) feet in size and with a caption "NOTICE OF PUBLIC HEARING" or similar language, with each letter of the caption at least two (2) inches in height, containing the same data as above, posted continuously for at least fifteen (15) days prior to the hearing and located on the subject property site, if practical, in a conspicuous location clearly visible from an adjoining roadway, if practical.

(d) Enactment. Such an amendment to be enacted shall receive the affirmative vote of the majority of the membership of the entire City Council.

(e) Certification of the amendment. If an amendment should receive the required vote for adoption by the City Council, a certified copy of the amendment shall then be filed with the City Clerk. Rezonings shall be documented on the City's official zoning map.

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: 8a

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: EMILY KROPF, SPECIAL PROJECTS COORDINATOR

SUBJECT: COUNCIL BILL 6, SERIES 2016; PROPOSED AMENDMENTS TO ARTICLE XI OF CHAPTER 16 OF THE MUNICIPAL CODE ESTABLISHING O-2, OPEN SPACE, CONSERVATION AND HISTORIC AREA ZONING DISTRICT, AND SECTIONS 16-4-10 AND 16-15-40 FOR CORRESPONDING CHANGES TO OPEN SPACE ZONING REGULATIONS

DATE: JULY 19, 2016

ISSUE:

Should the City Council approve on first reading Council Bill 6, Series 2016, amending Article XI of Chapter 16 of the Municipal Code establishing the O-2, Open Space, Conservation and Historic Area Zoning District, and Sections 16-4-10 and 16-15-40 for corresponding changes to open space zoning regulations (Exhibit A)?

BACKGROUND:

In 2007, a conservation easement was placed on Quincy Farm (4400 E. Quincy Avenue) and donated to the City subject to a life estate. Creation of a zoning category applicable to the anticipated short and long-term uses of Quincy Farm was noted as an immediate need by the Quincy Farm Visioning Committee in the October 2014 final report to City Council (Exhibit B). The Visioning Committee final report notes the following issues that should be addressed with the new zoning category:

- Quincy Farm is currently zoned R-1, which permits residential and agricultural uses. However, the R-1 zoning category does not allow public use of the property, which is intended upon expiration of the life estate.
- The City currently has an open space zoning category, O-1, Open Space, Parks and Recreation District. However, the Visioning Committee notes that the O-1 zoning

CHERRY HILLS VILLAGE COLORADO

category may not fit the proposed use of Quincy Farm and does not provide needed flexibility for management of the property in compliance with the conservation easement.

- If a new zoning category is not in place upon termination of the life estate, the property could possibly not be used during a lengthy rezoning process, which could inhibit the use of Quincy Farm.

DISCUSSION:

The Quincy Farm Committee coordinated with the Parks, Trails and Recreation Commission (PTRC) and Planning and Zoning Commission (P&Z) to develop a draft ordinance. A joint study session with the Quincy Farm Committee and PTRC was held on April 14, 2016, and a study session with P&Z was held on May 10, 2016. P&Z reviewed the revised draft on June 14, 2016 and recommended approval to City Council (Exhibit C). The main themes of the draft ordinance include the following:

- The O-2 zoning category could apply to Quincy Farm and other similar properties that the City may acquire in the future.
- Residential, agricultural, equestrian, community, educational, cultural and recreational facilities and activities are allowed as “permitted uses” without “conditional use” zoning and site plan approval process that would need to be reviewed by PTRC or P&Z and City Council.
- Equestrian uses and facilities and museums, public libraries and galleries are restricted to operation by nonprofit entities only.
- City Council may designate the PTRC or an oversight committee to recommend approval for funding of improvements, maintenance and repair of existing facilities and community, educational, cultural and recreational activities.
- Temporary alternative off-site parking areas may be designated and authorized by the City Manager if they are consistent with any conservation easements, historic designations or registry requirements and promote the health, safety, convenience and general welfare of the community.

RECOMMENDATION:

Staff recommends approval of Council Bill 6, Series 2016, amending Article XI of Chapter 16 of the Municipal Code establishing the O-2, Open Space, Conservation and Historic Area Zoning District, and Sections 16-4-10 and 16-15-40 for corresponding changes to open space zoning regulations on first reading as drafted.

RECOMMENDED MOTION:

“I move to approve on first reading Council Bill 6, Series 2016 as submitted in Exhibit A of the July 19, 2016 staff memorandum, amending Article XI of Chapter 16 of the Municipal Code

CHERRY HILLS VILLAGE
COLORADO

establishing the O-2, Open Space, Conservation and Historic Area Zoning District, and Sections 16-4-10 and 16-15-40 for corresponding changes to open space zoning regulations.”

ATTACHMENTS:

Exhibit A: Council Bill 6, Series 2016

Exhibit B: Quincy Farm Visioning Committee Report

Exhibit C: June 14, 2016 P&Z Minutes

COUNCIL BILL NO. 6
SERIES OF 2016

INTRODUCED BY: _____
SECONDED BY: _____

**A BILL FOR AN ORDINANCE
AMENDING ARTICLE XI OF CHAPTER 16
OF THE CHERRY HILLS VILLAGE MUNICIPAL CODE
TO ESTABLISH A NEW O-2 ZONING DISTRICT TO BE KNOWN AS THE OPEN SPACE,
CONSERVATION AND HISTORIC AREA ZONING DISTRICT, AND TO MAKE
CORRESPONDING CHANGES IN SECTION 16-4-10 AND SECTION 16-15-40 OF CHAPTER
16 CONCERNING OPEN SPACE ZONING REGULATIONS**

WHEREAS, the City of Cherry Hills Village ("City") is a home rule municipal corporation organized in accordance with Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and Article 23, Title 31 of the Colorado Revised Statutes, the City has authority to regulate the development of land within the City for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, the City desires to establish land use and zoning regulations for properties owned by the City with special conservation, historical and cultural value; and

WHEREAS, the City desires to govern development of such properties to ensure that development is consistent with the City's master plan and surrounding development and promotes the health, safety, convenience and general welfare of the community; and

WHEREAS, the City desires to provide flexibility in the O-2 zoning district to make improvements, maintain, repair and use properties in a manner consistent with the historical use of properties and any applicable conservation easements associated with properties under the supervision of a City Council-appointed advisory committee; and

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

Section 1. Article XI of Chapter 16 of the Cherry Hills Village Municipal Code is hereby repealed and reenacted to create two divisions in order to retain the existing O-1 zoning district under Division 1 and to add a new O-2 zoning district under Division 2 to read in full as follows:

Article XI – O-1 and O-2, Open Space Districts

Division 1. O-1: Open Space, Park and Recreation Area District

Sec. 16-11-10. - Permitted uses.

The following uses shall be permitted in the O-1 District:

- (1) Unimproved open space.

- (2) Bridle and pedestrian paths.
- (3) Growing and preservation of trees and other nursery stock.
- (4) Protection of watercourses and watersheds from erosion and floods.

Sec. 16-11-20. - Uses permitted as special exceptions.

The following uses are permitted as special exceptions by the City Council, provided that such uses may be approved, expanded or increased only in accordance with Article XX of this Chapter:

- (1) Private clubs.
- (2) Public and nonprofit recreational facilities.
- (3) Grazing of livestock, provided that no such use shall be permitted if offensive or injurious because of odor, noise or other nuisance.
- (4) Irrigation canals, lakes and similar uses.

Sec. 16-11-30. - Conditional uses.

The following uses shall be permitted as conditional uses in the O-1 District: wireless communication facilities.

Sec. 16-11-40. - Area and dimensional requirements.

Requirements specified in Subsections 16-5-30(a) through (f) of this Chapter shall apply to the O-1 Open Space, Park and Recreation Area District.

Division 2. O-2: Open Space, Conservation and Historic Area District

Sec. 16-11-110. Purpose and intent. The purpose and intent of this Article is to establish a new zoning district that promotes conservation values and historic preservation of properties owned or leased by the City and provides for development, maintenance and operation of such properties consistent with the Master Plan and semi-rural character of Cherry Hills Village.

Sec. 16-11-120. Permitted uses

The following uses shall be permitted in the O-2 District:

- (1) Unimproved open space and wildlife habitat.
- (2) Bridle and pedestrian paths and trails.
- (3) Irrigation canals, ponds and similar uses.

- (4) Agricultural uses and facilities, including conservation of agricultural resources and structures, and equestrian uses and facilities, when operated by a nonprofit entity, including keeping, raising and boarding livestock and horses.
- (5) Single-family dwellings and caretaker's dwellings associated with historic use of properties or maintenance operations of properties.
- (6) Community, educational, cultural and recreational facilities and activities.
- (7) Museums, public libraries and galleries when operated by a nonprofit entity.
- (8) Government and nonprofit offices.

Sec. 16-11-130. Conditional uses.

The following uses shall be permitted as conditional uses in the O-2 District: wireless communication facilities.

Sec. 16-11-140. Oversight committee.

The City Council may designate by resolution the Parks, Trails and Recreation Commission, or assign an oversight committee with authority to recommend approval to City Council for funding of site and building improvements and maintenance and repair of existing structures and community, educational, cultural and recreational activities on properties zoned O-2. Any recommendations of approval by the Parks, Trails and Recreation Commission or oversight committee for funding of site and building improvements and maintenance and repair of existing structures and community, educational, cultural and recreational activities must be consistent with any conservation values and cultural and architectural history of the properties and comply with all conservation easements, historic registrations, designations, as applicable, or district requirements, City Council-adopted plans and City codes.

Sec. 16-11-150. Alternative off-street parking requirements.

Temporary alternative off-site parking areas that do not comply with the requirements of Section 16-16-10 of this Chapter may be designated and authorized if such parking areas are determined by the City Manager to be consistent with any conservation easements or historic designation or registry requirements, as applicable, and promotes the health, safety, convenience and general welfare of the community. The City Manager shall consult with the fire protection district, chief of police, public works director and city engineer prior to approving any temporary alternative off-site parking areas.

Sec. 16-11-160. Area and dimensional requirements.

The area and dimensional requirements applicable to the R-1, 2 ½ acre residential district, shall apply to the O-2 Open Space, Conservation and Historic Area District.

Section 2. Subsection (a) of Section 16-4-10 of Chapter 16 of the Cherry Hills Village Municipal Code is hereby amended to add O-2 zoning district to the categories of zoning districts to read in full as follows:

16-4-10. Official zoning map adopted.

(a) The City is hereby divided into the following categories of zones or districts, as shown on the official zoning map which, together with all explanatory matter thereof, is hereby adopted by reference and declared to be a part of this Chapter.

R-1 2½-Acre Residential District

R-2 1¼-Acre Residential District

R-3 1-Acre Residential District

R-3A Variable Lot Residential District

R-4 ½-Acre Residential District

R-5 16,000-Square-Foot Residential District

O-1 Open Space, Park and Recreation Area District

O-2 Open Space, Conservation and Historic Area District

C-1 Community District

C-2 Limited Commercial District

Section 3. Subsection (b)(2) of Section 16-15-40 of the Cherry Hills Village Municipal Code is hereby amended to remove the references to O-1 zoning district in order to avoid conflict with Section 16-15-50(1) which exempts signs erected by the City in its governmental capacity, to read as follows:

Section 16-15-40. Permanent Signs.

(b) Authorized permanent signs: The following signs shall be authorized as permanent signs upon issuance of a sign permit in accordance with this Section:

(2) Within the C-1, C-2 and ~~O-1~~ Zone Districts:

a. Within the C-1, Community Zone District: One (1) sign not to exceed six (6) square feet is allowed for each lot.

b. Within the C-2, Limited Commercial Zone District:

1. One (1) sign not to exceed six (6) square feet is allowed for each tenant.

2. Two (2) ground signs not to exceed eighteen (18) square feet each are allowed on any parcel zoned C-2.

~~c. Within the O-1, Open Space, Parks and Recreation Zone District: Any sign erected by the City or its agent, including but not limited to signs identifying public places such as parks, trails and public buildings or informing the public of rules relating to such public places.~~

Section 4. Codification Amendments. The codifier of the City's Municipal Code, Municipal Code Corporation, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Cherry Hills Village Municipal Code.

Section 5. Severability. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this ordinance are not determined by the court to be inoperable. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion would be declared invalid.

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

Adopted as Ordinance No. _____, Series 2016, by the City Council of the City of Cherry Hills Village, Colorado this _____ day of _____, 2016.

Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

Published in *The Villager*

Published: _____

Legal #: _____

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

2. *Property Management Challenge*

The challenge of identifying, planning for and responding effectively to the many management issues that are embedded in Quincy Farm and of being ready to do so when possession of Quincy Farm is transferred to CHV.

- Quincy Farm is a mixed-use property subject to an historical designation, that includes a pond in need of attention and aging structures and facilities that may not be in compliance with current construction standards or CHV building codes.
- This management planning challenge is compounded by the fact that CHV does not yet have possession of Quincy Farm, and the actual date of possession is necessarily uncertain. This makes thorough risk analysis of the property and structures difficult. It also makes it difficult for CHV to be ready to manage the property when possession does occur.
- As with any such property, there will be surprises that must be responded to as they arise. CHV, like any municipal government, is better at planning and plan implementation than it is at reacting to surprise.

- CHV must make certain that it either has the appropriate staff or has entered into management agreements to ensure that the teams or individuals responsible for management of Quincy Farm have appropriate competencies necessary to manage this complex and unique asset.

Recommendation: Take the following actions: (1) undertake a cost assessment for Quincy Farm, focused on the anticipated costs associated with the first year of control of Quincy Farm by CHV; (2) commence the development of a Master Plan for Quincy Farm; and (3) develop a draft Property Management Plan as contemplated by the Conservation Easement.

3. *Zoning Challenge*

The challenge of creating a zoning category that is tailored to, and that will properly serve, the short and long term land use needs of Quincy Farm in the context of the Master Plan. This includes:

- That zoning change process must occur and be completed in advance of actual use of Quincy Farm as a public property, and it is uncertain when CHV will take possession of Quincy Farm.
- No such category exists now, although there appears to be room in the vision of the Master Plan for public properties such as Quincy Farm.

- CHV has traditionally been very protective of its zoning in recognition of its significant role in preserving the character of the Village.
- The zoning change process will require financial and human resources and will not occur without allocation of CHV resources, or without risk to existing zoning.

Recommendation: Immediately initiate a process to create a new zoning category for property owned by CHV.

4. Funding Challenge

The challenge of identifying and gaining access to funding sources (private & public) for Quincy Farm so that the potentially significant capital expenditure requirements, and ongoing operating cost requirements (including those mandated by the Conservation Easement) can be met on a sustainable basis.

- Myriad possible funding sources exist, and many would come to Quincy Farm with strings attached, e.g. requirements pertaining to property governance, land and water use, structure use and care, stakeholder involvement, etc.
- CHV is likely the primary funding source, but CHV reserves may not be sufficient to sustain Quincy Farm on top

of meeting the increasing demands for limited Village funds.

- To enhance potential for outside funding partners, CHV must create a broad vision, and plan for the Property that is appealing to funding communities in, and outside the Village.

Recommendation: City Council should evaluate the ability of CHV to be a meaningful, long-term source of funding for Quincy Farm.

5. Complexity Challenge

The challenge of prioritizing, and addressing the matrix of issues outlined in challenges 1-4 in the context of the ongoing management and resource demands of the City of Cherry Hills Village.

Recommendation: City Council should prioritize an immediate, and ongoing active management of Quincy Farm. This will require budgeting for the cost of continued use of experts and consultants in the ongoing management of Quincy Farm.

The Conservation Easement provides that CHV prepare a Management Plan within one year of termination of the Life Estate, and that the Property shall be managed in accordance with the Management Plan. There are no specific requirements for the Management Plan, other than the inherent obligation to comply with the terms and obligations of the Conservation Easement, including without limitation the provision governing water rights. CHV is required to obtain Colorado Open Lands' prior approval of the Management Plan.

3. *Leases*

The Farm House and the Hopkins House are subject to long-term residential leases. The two residents, Tenant 1 and Tenant 2, have lived in the houses for many years, and were instrumental in assisting Cat with the historic designation and the creation of the Conservation Easement. The leases are not assignable, and continue in full force and effect after the expiration of the Life Estate. Tenant 1 is currently the caretaker of the entire Property, but this obligation ceases one (1) year after termination of the Life Estate, and thereafter Tenant 1 is only obligated to care for the East Area of the Property. No public access or use of the East Area is permitted until after the expiration of Tenant 1's lease. CHV will succeed to the obligations of lessor under the leases including the obligation to maintain the two leased residences during their respective

terms. No monetary rent is due or payable under the Farm House lease. The Hopkins House (leased to Tenant 2) has small monthly rental payments that do not escalate during the term of the lease. Both leases expire in 2022, and automatically renew for successive five (5) year periods thereafter, subject to specified rights of either party to terminate.

Both Tenant 1 and Tenant 2 have in depth knowledge of Quincy Farm, and continue to be intimately involved in the Property, and the ongoing compliance with the Conservation Easement. Tenant 1 has acted as the caretaker of the Property for over 35 years. She has been responsible for the oversight of the livestock, irrigation of the Property, management of the Pond, and general maintenance of the structures, particularly in the East Area. Tenant 1 is an animal lover who is responsible for the care of the horses on the Property. She is an avid birder, and wildlife advocate who has tracked and catalogued many of the wildlife species and habitats (including hives, nests and dens) not only on the Property but also throughout CHV. Tenant 1's commitment to the Property has been extremely important to the current condition, and character of the Quincy Farm.

4. *Zoning*

Quincy Farm is currently zoned R-1, which permits residential use and existing agricultural use. Upon expiration of the Life Estate, although the leases will continue as

residential uses, R-1 zoning will not permit access to or use by the public as envisioned by the Committee, and as permitted by the terms of the Conservation Easement. As a result, after expiration of the Life Estate, the Property shall require rezoning.

The only existing zoning category that would permit both residential uses of the Property under the leases, and the anticipated future public use of the Property, is O-1. Because O-1 zoning is extremely restrictive with little flexibility for change without extensive expense and time, and because O-1 zoning does not truly fit the proposed uses for Quincy Farm, rezoning the Property as O-1 is not an attractive option.

Creating a new zoning category specifically for improved property donated to CHV would, however, provide CHV with the flexibility to repair, maintain, and use the Property consistent with the Conservation Easement without going to City Council for even minor adjustments. This new category would facilitate future use for not only Quincy Farm, but also for other improved property that may be donated to CHV. A new zoning category could be created to which Quincy Farm would be subject upon expiration of the life estate. Unless such a zoning category is in place upon termination of the life estate, the property could be subject to a lengthy rezoning process that could inhibit use of Quincy Farms.

5. Water Rights and The Denver Water Board

Quincy Farm has historical and beneficial use of extensive irrigation, ditch and well rights, including leased water rights as outlined in the Conservation Easement, and the Deed. Of special import is the fact that Quincy Farm owns a portion of the adjacent High Line Canal, subject to an easement to the Denver Water Board. The Committee believes this is the only portion of the High Line Canal that is not owned by the Denver Water Board. The Denver Water Board owns the water rights leased to Quincy Farm.

Currently, Cat has the obligation to exercise all water and ditch rights consistent with the Conservation Easement, and the Deed. Upon expiration of the Life Estate, CHV will be obligated to use these rights consistent with the Conservation Easement and the Deed, and will be responsible for assuring that none are abandoned.

There is a risk of CHV unintentionally violating the terms of the Conservation Easement due to a failure to fully understand the water rights. This is an extremely complex area of law which requires expert review prior to CHV obtaining control of Quincy Farm, and thereafter from time to time to assure it is exercising its rights consistent with the terms of the Conservation Easement, the Deed, and applicable laws. Water is an asset that is

Minutes of the
Planning and Zoning Commission of the City of Cherry Hills Village, Colorado
Held on Tuesday, June 14, 2016 at 6:30 p.m.
At the Village Center

CALL TO ORDER

Chair Savoie called the meeting to order at 6:32 p.m.

ROLL CALL

Present at the meeting were the following Planning and Zoning Commissioners: Chair Peter Savoie, Vice Chair Al Blum, Commissioner David Wyman, Commissioner Dori Kaplan, Commissioner Mike LaMair, and Commissioner Bill Lucas.

Present at the meeting were the following staff members: Marcus McAskin, Deputy City Attorney; Emily Kropf, Special Projects Coordinator; and Cesarina Dancy, Community Development Clerk.

APPROVAL OF MINUTES

Commissioner Lucas made a motion, which was seconded by Commissioner Kaplan, to approve the March 8, 2016 minutes as written.

The motion passed unanimously.

AGENDA ITEMS

- a. Proposed Amendments to Article XI of the Chapter 16 of the Municipal Code Establishing O-2, Open Space, Conservation and Historic Area District and Section 16-4-10 and 16-15-40 for Corresponding Changes to Open Space Zoning Regulations*

Ms. Kropf stated Staff is presenting for recommendation to City Council a draft ordinance establishing the O-2, Open Space, Conservation and Historic Area District, and that the intent of the ordinance is to create a new zoning category for properties that the City may acquire for open space, conservation or historic use. She continued to say that Staff presented a previous version of the draft at a May 10th study session. The following changes have been made to the since then:

- Equestrian uses and facilities and museums, public libraries and galleries can only be operated by a nonprofit entity

Planning and Zoning Commission Meeting

June 14, 2016

- City Council may designate the Parks, Trails and Recreation Commission or an oversight committee to recommend approval of funding for improvements, repairs or activities
- The City Manager may designate and authorize temporary alternative off-site parking areas
- The City Manager is to consult with the fire department, chief of police, public works director and city engineering prior to approving any temporary alternative off-site parking areas
- Additional language has been added to amend the zoning map categories and clean up sign permitting requirements

Commissioner LaMair asked if the amendments only apply to property the City may acquire in the future or to current property as well.

Ms. Kropf replied that it could apply to current property as well.

Chair Savoie asked are all uses nonprofit or can a for profit entity use the space for fundraising.

Commissioner Wyman stated yes all are nonprofit.

Commissioner LaMair asked if cellular uses that are for profit would be allowed.

Chair Savoie stated that any cellular goes through the conditional use process.

Deputy City Attorney McAskin stated that commercial use is a broad term and that the ordinance could be amended to reflect a temporary conditional use.

Chair Savoie stated that the equestrian use is the only use specifically stated to have nonprofit use.

Commissioner Wyman stated that the document is not a concrete planning document. He continued to say that there are a lot of what ifs that are not addressed. He asked if the land preserve was the holder of the conservation easement.

Chair Savoie asked an audience member for how the Quincy Farms Committee was viewing the amendments.

Lucinda Greene, member of the QFVC, replied that time is of the essence. She stated that the references apply to this property and not necessarily all future properties. She stated that it has not been determined if the land preserve would be the holder of the conservation easement.

Commissioner LaMair asked if current zoning or the conservation easement was more restrictive.

Chair Savoie stated that a similar property in another part of the city could have different issues. He continued to say that this zoning category was designed for Quincy Farms.

Planning and Zoning Commission Meeting

June 14, 2016

Vice Chair Blum asked if the City was applying for the zoning change.

Commissioner Wyman replied yes.

Commissioner Wyman stated that there could be unknown costs. He continued to say that the pond on the property has high salinity and it could be costly to drain if it was ever needed.

Chair Savoie stated that the Commission cannot be concerned with any potential costs at this time. He continued to say that any other uses would have to come back to the Commission.

Ms. Greene stated that the QFVC report states that the R-1 zoning does not permit public access and that the property will require rezoning and that the O-1 zoning does not provide enough flexibility.

Commissioner LaMair stated that page one of the ordinance should be clarified for O-1 and O-2 zoning.

Commissioner Lucas stated that the language in Section 16-11-120 is directly from the QFVC report and that he agreed with Chair Savoie that this could not apply to John Meade park.

Vice Chair Blum stated that any other zoning changes would have to come before the Commission regardless.

Commissioner Kaplan stated that this is a carefully worded document that will not open any floodgates.

Commissioner LaMair made a motion, which was seconded by Commissioner Blum to approve the proposed amendment to Article XI of Chapter 16 of the Municipal Code Sections 16-4-10 and 16-15-40 for corresponding changes to open space zoning regulations with the addition of clearer language and distinction between O-1 and O-2 on page 1 of the draft.

The motion was approved with a 5-1 vote.

b. Proposed Amendment to Section 16-2-40 of Chapter 16 of the Municipal Code Concerning Procedures for Text Amendments and Rezoning of Property

Ms. Kropf stated that Staff is presenting for recommendation to City Council a draft ordinance concerning procedures for text amendments and rezoning of property. She stated that the intent of the ordinance is to clarify the procedures for text amendments and rezoning of property and update notice requirements to be consistent with the City's current practices.

**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: 8b

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: EMILY KROPF, SPECIAL PROJECTS COORDINATOR

SUBJECT: RESOLUTION 10, SERIES 2016; INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING AND COLLABORATION OF THE HIGH LINE CANAL UNDERPASS PROJECT AT HAMPDEN AVENUE AND COLORADO BOULEVARD BY AND AMONG THE CITY OF CHERRY HILLS VILLAGE, CITY AND COUNTY OF DENVER AND BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE

DATE: JULY 19, 2016

BACKGROUND:

In April 2015, the Denver Regional Council of Governments and Colorado Department of Transportation (CDOT) awarded \$4,050,000 to the City of Cherry Hills Village (City), City and County of Denver (Denver) and Arapahoe County to install two underpasses at Hampden Avenue and Colorado Boulevard to improve pedestrian and cyclist safety and increase regional trail connectivity. The City, Denver and Arapahoe County agreed to contribute \$450,000 per agency as the combined local match for the project. Denver has agreed to serve as the local agency that will enter into an agreement with CDOT for the financing, design and construction of the project. It is anticipated that the design and environmental work will commence in 2016 with construction initiated in 2017 and completion of the project in 2018.

Resolution 10, Series 2016 approves the Intergovernmental Agreement Regarding Cost Sharing and Collaboration on the High Line Canal Underpasses Project (Agreement) with the express understanding and agreement from Denver and Arapahoe County that the City's obligations for maintenance of the underpass improvements will be limited to ordinary and routine maintenance and shall not include capital or structural maintenance of the underpass improvements. By entering into the Agreement, the City is authorizing the expenditure of funds

CHERRY HILLS VILLAGE
COLORADO

for its portion of the local match in three equal installments. The City further commits to obtaining the easement for the High Line Canal connection through the Denver First Church Property. Under the proposed Agreement, Arapahoe County commits to covering project cost overruns up to \$1,000,000. The Agreement also states that the City is not obligated to pay for any cost overruns associated with the project. Maintenance of the completed improvements will be handled by separate agreement of the parties.

RECOMMENDED MOTION:

"I move to approve Resolution 10, Series 2016, approving an Intergovernmental Agreement Regarding Cost Sharing and Collaboration of the High Line Canal Underpasses Project at Hampden Avenue and Colorado Boulevard by and among the City of Cherry Hills Village, the City and County of Denver and the Board of County Commissioners of the County of Arapahoe."

ATTACHMENTS:

Exhibit A: Resolution 10, Series 2016

**RESOLUTION NO. 10
SERIES OF 2016**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING
COST SHARING AND COLLABORATION OF THE HIGH LINE CANAL
UNDERPASS PROJECT AT HAMPDEN AVENUE AND COLORADO
BOULEVARD BY AND AMONG THE CITY OF CHERRY HILLS VILLAGE,
THE CITY AND COUNTY OF DENVER, AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF ARAPAHOE**

WHEREAS, the City and County of Denver (“Denver”) and the Colorado Department of Transportation (“CDOT”) are in the process of entering into an agreement (“CDOT Agreement”) for the financing, design and construction of two multi-use underpasses connecting the High Line Canal Trail, one of which is to be located beneath Colorado Boulevard and the second of which is to be located beneath Hampden Avenue (the “Underpass Project”); and

WHEREAS, Denver, Cherry Hills Village (“Village”) and Arapahoe County (“Arapahoe”) acknowledge and concur that the Underpass Project will result in a safer and more usable route for the High Line Canal Trail as it traverses through the jurisdictions of all three respective entities; and

WHEREAS, under the CDOT Agreement, federal funds in the amount of \$4,050,000.00 will be made available through CDOT for the Underpass Project (“Federal Funding”), contingent upon a twenty percent (20%) fund match by the local agency of \$1,012,500.00; and

WHEREAS, the Federal Funding was originally awarded to Cherry Hills through a 2016-2021 Transportation Improvement Program (“TIP”) through the Denver Regional Council of Governments (“DRCOG”), with the understanding that there would be five percent “overmatch” so that the fund match through the local agency would be at twenty-five percent (25%) (“DRCOG Required Matching Funds”); and

WHEREAS, Denver, identified as the “Local Agency” under the CDOT Agreement, has an understanding with Cherry Hills and Arapahoe that all three entities will participate in sharing the obligations for the local agency matching funds requirements; and

WHEREAS, Denver, the Village and Arapahoe each agree that it will equally participate in the DRCOG matching funds by appropriating and contributing \$450,000 towards the costs of the Underpass Project as needed over the three-year life of the Underpass Project; and

WHEREAS, Arapahoe has further agreed to make available an additional \$1,000,000.00 to cover any contingencies or cost overruns should the Federal Funding and the DRCOG Required Matching Funds prove to be deficient in covering the entirety of the costs for the Underpass Project; and

WHEREAS, the total project cost for the Underpass Project, not including the Arapahoe Contingency, is anticipated to be \$5,400,000.00; and

WHEREAS, Denver has agreed to undertake the design, environmental and construction contracting, as specified in the CDOT Agreement and in accordance with Denver design and

construction standards, and to manage the construction of the Underpass Project in accordance with the terms of the agreement between Denver, the Village and Arapahoe as set forth in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, Denver, the Village and Arapahoe desire to proceed to take advantage of the Federal Funding provided through CDOT with the goal of initiating the design and environmental work for the Underpass Project in 2016, completing the design work and initiating construction in 2017, and completing the construction in 2018; and

WHEREAS, the Village has agreed to participate in the cost sharing and other obligations for the Underpass Project with the express understanding and agreement from Denver and Arapahoe that the Village’s obligations to maintain the constructed Underpass improvements will be limited to ordinary and routine maintenance and shall not include capital or structural maintenance of the underpass improvements.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement Regarding Cost Sharing and Collaboration on the High Line Canal Underpasses Project at Hampden Avenue and Colorado Boulevard by and among the City and County of Denver, the City of Cherry Hills Village and the Board of County Commissioners of Arapahoe County in substantially the same form as attached hereto as **Exhibit A**, with the express understanding and agreement from Denver and Arapahoe that the Village’s obligations to maintain the constructed Underpass improvements will be limited to ordinary and routine maintenance and shall not or ever include capital or structural maintenance of the Underpass improvements, as set forth in the “draft” Intergovernmental Agreement Regarding Maintenance of High Line Canal Underpasses: Hampden Avenue and Colorado Boulevard, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 2. 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 _____, 2016, by a vote of ___ yes and ___ no.

(SEAL)

Laura Christman, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Smith, City Clerk

Linda C. Michow, City Attorney

EXHIBIT A TO RESOLUTION NO. 10, SERIES OF 2016

**INTERGOVERNMENTAL AGREEMENT REGARDING
COST SHARING AND COLLABORATION
ON THE HIGH LINE CANAL UNDERPASSES PROJECT AT
HAMPDEN AVENUE AND COLORADO BOULEVARD**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into, as of the date on Denver’s signature page below (“**Effective Date**”), by and among the **CITY AND COUNTY OF DENVER (“Denver”)**, a Colorado municipal corporation; **THE CITY OF CHERRY HILLS VILLAGE**, a Colorado municipal corporation (“**Cherry Hills**”); and **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO (“Arapahoe”)** (collectively, “Parties” and individually, a “Party”).

RECITALS

A. Denver and the Colorado Department of Transportation (“**CDOT**”) are in the process of entering into an agreement (Routing # 16 HA1-ZH-00155; SAP ID # 471000904), a copy of which is attached to and incorporated into this Agreement as **Exhibit A** (the “**CDOT Agreement**”) for the financing, design and construction of two multi-use underpasses connecting the High Line Canal Trail, one of which is to be located beneath Colorado Boulevard (State Highway 2) about 200 feet north of Hampden Avenue and the second of which is to be located beneath Hampden Avenue (US Highway 285) about 1500 feet west of Colorado Boulevard (COLORADO TAP M320-102(21119) Region 1)(the “**Underpass Project**”).

B. The Parties acknowledge and concur that the Underpass Project will result in a safer and more usable route for the High Line Canal Trail as it traverses through the jurisdictions of all three Parties and that the Underpass Project will benefit all Parties and the citizenry they serve. Consequently, the Parties acknowledge and concur that they will collaborate and cooperate with one another to achieve the purposes of this Agreement and the CDOT Agreement.

C. Under the CDOT Agreement, federal funds in the amount of \$4,050,000.00 will be made available through CDOT for the Underpass Project (“**Federal Funding**”), contingent upon a twenty percent (20%) fund match by the local agency (“**CDOT-Required Matching Funds**”) of \$1,012,500.00.

D. The Federal Funding was originally awarded to Cherry Hills through a 2016-2021 Transportation Improvement Program (“**TIP**”), as TIP ID: 2016-038, through the Denver Regional Council of Governments (“**DRCOG**”), with the understanding that there would be five percent (5%) “overmatch” so that the fund match through the local agency would be at twenty-five percent (25%), making the total local match equal \$1,350,000.00 (“**DRCOG-Required Matching Funds**”).

E. Denver, identified as the “Local Agency” under the CDOT Agreement, has an understanding with Cherry Hills and Arapahoe, through this Agreement, that all three entities will participate in sharing the obligations for the local agency matching funds requirements.

F. Despite the fact that the CDOT-Required Matching Funds requirements, as stated in the CDOT Agreement, are less than the DRCOG-Required Matching Funds, each Party, as specified in this Agreement, agrees that it will equally participate in the DRCOG-Required Matching Funds by appropriating and contributing \$450,000 towards the costs of the Underpass Project as needed over the three-year life of the Underpass Project.

G. Arapahoe has further agreed to make available an additional \$1,000,000.00 to cover any contingencies or cost overruns (the “**Arapahoe Contingency**”) should the Federal Funding and the DRCOG-Required Matching Funds provided by the Parties prove to be deficient in covering the entirety of the costs for the Underpass Project.

H. The total project cost for the Underpass Project, not including the Arapahoe Contingency, is anticipated to be \$5,400,000.00 (“**Project Cost**”).

I. Denver has agreed to undertake the design, environmental and construction contracting, as specified in the CDOT Agreement and in accordance with Denver design and construction standards, and to manage the construction of the Underpass Project so long as the Federal Funding, the DRCOG-Required Matching Funds, and the Arapahoe Contingency are available, as and when needed, to cover the costs of the Underpass Project.

J. The Parties desire to proceed to take advantage of the Federal Funding provided through CDOT with the goal of initiating the design and environmental work for the Underpass Project in 2016, completing the design work and initiating construction in 2017, and completing the construction in 2018, and the Parties will participate in the cost sharing and other obligations for the Underpass Project with the goal of achieving this schedule.

NOW, THEREFORE, in consideration of the premises set forth in the Recitals above and consideration contained in the agreement below, the Parties agree as follows:

1. CDOT Agreement and Underpass Project.

(a) Denver shall be responsible for (1) entering into the CDOT Agreement with CDOT; (2) administering compliance with and implementation of the terms and conditions of the CDOT Agreement; and (3) arranging for, directing and overseeing all design plans, environmental evaluations, bidding and construction work for the Underpass Project in accordance with the CDOT Agreement and this Agreement. Denver is under no obligation to include any more elements in the designs, plans and specifications for the Underpass Project than is covered by the Project Cost and required by the CDOT Agreement. Any Overrun Costs will be addressed as provided in paragraph 3 of this Agreement. Any substantive enlargement of this scope of the Underpass Project or changes that will create costs in excess of the Project Cost shall be regarded as an Upgrade which is addressed in paragraph 4 of this Agreement.

(b) Cherry Hills and Arapahoe shall cooperate and coordinate with Denver in the performance of Denver’s responsibilities under sub-paragraph 1(a) above and, to this end, each will appoint a representative to attend design and construction meetings, to participate in

planning and scheduling, and to timely review and comment on design plans and construction documents for the Underpass Project as they are prepared. Denver shall provide adequate advance written notice of any such meeting, along with adequate advance time to review and comment upon any design plans and construction documents, along with key timeline elements, of the Underpass Project. Cherry Hills and Arapahoe shall promptly conduct and complete their reviews, and submit their comments, within the reasonable timeframes specified by Denver or Denver's contractor(s).

(c) Upon request by either Cherry Hills or Arapahoe, Denver will share with Cherry Hills and Arapahoe such financial and other records and reports Denver is required to provide to CDOT or other entities under the CDOT Agreement. Upon completion of the Underpass Project, Denver will make available, to the extent Denver is permitted to do so under law and subject to such restrictions as contained in the CDOT Agreement and Denver's contracts with its consultants and contractors, the "as-built" construction plans and any other documentation in the possession of Denver establishing that the Underpass Project has been satisfactorily completed.

(d) In the event there is any conflict or inconsistency between the CDOT Agreement and this Agreement, the CDOT Agreement shall control; however, the rights and obligations of the Parties, financial or otherwise, shall be limited to those set forth in this Agreement. To the extent that the CDOT Agreement and/or this Agreement do not set forth specifications and standards applicable for the Underpass Project, Denver's standards and specifications for underpass design and construction, as determined by its Department of Public Works, shall be applicable. Any Upgrade to the Underpass Project shall be addressed as set forth in paragraph 4 of this Agreement.

(e) No Party shall have any obligation to perform under this Agreement in the event that (i) the CDOT Agreement is not executed by CDOT or is terminated by CDOT for any reason; or (ii) the Federal Funding is not available, in whole or part, for the Underpass Project; in which case, if no other arrangement is made by separate agreement amongst the Parties, the Agreement shall terminate and all unspent and unobligated funds shall be returned to their originating sources on a pro rata basis and in accordance with the CDOT Agreement and this Agreement.

(f) Each Party shall be responsible for securing access and use of property within each Party's jurisdiction, outside of the CDOT right of way for Hampden Avenue and Colorado Boulevard, as needed for the successful completion of the Underpass Project and the eventual operation and maintenance of the two underpasses. Cherry Hills has or will obtain an easement for the realignment of the High Line Canal Trail south of Hampden Avenue to the existing pedestrian bridge near Covington Drive and Jefferson Avenue, at its sole cost and expense, and will cover all costs associated with the design and construction of such realigned trail connection, including any cost overruns ("Trail Connection").

(g) The Parties agree to consult with and advise each other as to the progress of, and the funding for, the Underpass Project; provided, however, Denver shall proceed ahead with the Underpass Project in an expeditious manner consistent with the available funding and as

provided in this Agreement, the CDOT Agreement and the City’s contract with the construction contractor. Denver shall have no liability for damages with respect to any incidental, indirect, special or consequential costs or damages to Cherry Hills and Arapahoe resulting from any delays, stoppages or failure of its consultant(s) and/or contractor(s) to perform with respect to the Underpass Project. The Parties understand that 1) Denver is individually responsible to CDOT for the project completion and delivery; 2) the Parties have a common interest in the safe and efficient administration of the CDOT Agreement; 3) Hampden Avenue and Colorado Boulevard fall under the jurisdiction of CDOT and all work associated with these streets are subject to the control and oversight of CDOT; and consequently, in light of these facts, 4) the Parties will collectively strive to work toward and achieve a satisfactory and beneficial result for all, including CDOT.

(h) The Parties agree to acknowledge each other as contributors to the Underpass Project in all publications, news releases and other publicity related to the Underpass Project to the extent such publicity refers to financial contributors of the Underpass Project. Any signage posted on or adjacent to the site recognizing the participants in the Underpass Project shall include all of the Parties to this Agreement.

(i) It is anticipated that the Parties will eventually enter, prior to the completion of the Underpass Project, a long-term maintenance and repair agreement for the two underpasses. The terms and conditions of said maintenance and repair agreement shall be subject to the prior approval of CDOT.

2. Cost Sharing; Expenditures; Denver Obligations; Remedies.

(a) The amount of the DRCOG-Required Matching Funds to be delivered by Cherry Hills and Arapahoe to Denver for each fiscal year of the Underpass Project shall be as set forth in this chart below:

Party	2016 Funding Allocation	2017 Funding Allocation	2018 Funding Allocation	Total Funding for Each Party
Denver	\$167,000	\$116,500	\$166,500	\$450,000
Cherry Hills	\$166,500	\$117,000	\$166,500	\$450,000
Arapahoe	\$166,500	\$116,500	\$167,000	\$450,000
Total Funding for each Fiscal Year	\$500,000	\$350,000	\$500,000	Total: \$1,350,000

Cherry Hills and Arapahoe shall deliver their allocations for Fiscal Year 2016 to Denver within thirty (30) calendar days following the Effective Date of this Agreement. Cherry Hills and Arapahoe shall deliver their allocations for Fiscal Years 2017 and 2018 to Denver on or before March 1st of 2017 and 2018. Denver shall have appropriated and made available its allocation for each Fiscal Year at the time the allocated funds are received from Cherry Hills and Arapahoe.

(b) The commitment of each of the Parties to contribute to the DRCOG-Required Matching Funds as set forth in paragraph 2(a) is legally binding; however, if for any

reason, Cherry Hills or Arapahoe fail to make its annual allocated contribution, in whole or part, Denver reserves the right, at Denver's sole discretion, to terminate this Agreement if the party failing to make its annual allocated contribution does not completely cure within fifteen (15) business days following written notice from Denver, and no portion of any remaining DRCOG-Required Matching Funds previously provided to Denver shall be returned to Cherry Hills or Arapahoe. Upon such termination, the Parties shall have no further rights or obligations under this Agreement, and Denver shall have no obligations to Cherry Hills and Arapahoe with respect to the Underpass Project. In the alternative and at its discretion, Denver may suspend performance under this Agreement until the required DRCOG-Required Matching Funds are delivered to Denver, provided that any required concurrence by CDOT is first obtained. Also in the alternative and at its sole discretion, Denver may seek to enforce this Agreement as provided in paragraph 6(n) of this Agreement to the extent such legal and equitable remedies are available at law.

(c) Denver shall be under no obligation to contract for the Underpass Project design until the 2016 allocated contributions specified in paragraph 2(a) are received from Cherry Hills and Arapahoe without any further qualification except as provided in this Agreement. Denver shall be under no obligation to contract for the Underpass Project construction until the 2017 allocated contributions specified in paragraph 2(a) are received from Cherry Hills and Arapahoe without any further qualification except as provided in this Agreement. Denver shall be under no obligation to commence the construction for the Underpass Project until Cherry Hills and Arapahoe provide such assurances that the 2018 allocated contributions will be fully paid when due on March 1, 2018, or, if the construction is not scheduled to commence until on or after March 1, 2018, Denver shall be under no obligation to commence the construction for the Underpass Project until the 2018 allocated contributions specified in paragraph 2(a) are received from Cherry Hills and Arapahoe without any further qualification except as provided in this Agreement.

(d) Denver shall retain and expend the DRCOG-Required Matching Funds contributed by the Parties, including interest accrued on such funds (if any) in Denver's accounts, solely for the purposes of completing the Underpass Project, in accordance with the CDOT Agreement and this Agreement. In the event that the Parties mutually agree to an Upgrade under paragraph 4 below, Denver shall retain and expend all funds provided by any Party solely for the purposes of implementing the agreed design changes for the Upgrade, in accordance with the CDOT Agreement and this Agreement.

(e) Upon completion of the Underpass Project and the payment of all incurred costs, if the Project Cost should be less than \$5,400,000, then the remaining Federal Funding portion shall be adjusted and returned to CDOT in accordance with the CDOT Agreement, and the remaining DRCOG-Required Matching Funds actually held by Denver, to the extent it is not expended or obligated to pay actual costs for the Underpass Project, shall be adjusted and returned to each Party (including Denver) in an equal and proportionate amount.

3. Cost Overruns; Arapahoe Contingency; Remedies.

(a) In the event that the Project Costs are exceeded any time during the Underpass Project, despite Denver's efforts to contain these costs within the available Federal Funding and the Parties' contributions under the DRCOG-Required Matching Funds ("Cost Overruns"), but excluding any Upgrade addressed in paragraph 4 of this Agreement, Arapahoe will make available, upon request by Denver and upon Denver providing documentation as to the cause for the Cost Overruns, such amounts, not to exceed \$1,000,000.00, from the Arapahoe Contingency as are necessary to cover the Cost Overruns, as they have been incurred or as they are projected to be incurred.

(b) If the Arapahoe Contingency should prove to be deficient to cover all Cost Overruns, Denver retains the discretionary right, but has no obligation, to appropriate and pay for said additional Cost Overruns not covered by the Arapahoe Contingency and/or to accept from Cherry Hills and/or Arapahoe any contributions which either is, in its sole discretion, willing to appropriate and make available to cover said additional Cost Overruns. Denver and Arapahoe shall endeavor, in good faith, but neither legally binds itself by this Agreement, to appropriate and make available their proportionate share of the funds needed for said Cost Overruns exceeding Project Costs and the Arapahoe Contingency. Cherry Hills shall not be obligated for any Cost Overruns associated with the Underpass Project, it being understood that Cherry Hills' contribution to the Project Underpass is its equal share of the DRCOG-Required Matching Funds and the Trail Connection. If funds are not made available as needed to cover said Cost Overruns, Denver reserves the right, at Denver's sole discretion, to terminate this Agreement and no portion of any remaining DRCOG-Required Matching Funds or the Arapahoe Contingency previously provided to Denver shall be returned to Cherry Hills or Arapahoe. Upon such termination, the Parties shall have no further rights or obligations under this Agreement, and Denver shall have no obligations to Cherry Hills or Arapahoe with respect to the Underpass Project. In the alternative and at its discretion, Denver may suspend performance under this Agreement until adequate funds are made available to Denver to cover the Cost Overruns, provided that any required concurrence by CDOT is first obtained. Also in the alternative and at its sole discretion, Denver may seek to enforce this Agreement as provided in paragraph 6(n) of this Agreement to the extent such legal and equitable remedies are available at law.

4. Upgrade.

If any Party or Parties should desire to have additional improvements not identified in the Underpass Project designs, plans and specifications included in the design and made as part of the Underpass Project and if the cost of the revised design and these additional improvements should cause the Underpass Project to exceed the Project Cost (an "Upgrade"), then said Party or Parties desiring the Upgrade shall be responsible for obtaining the approval of the other Party or Parties, and if necessary approval of CDOT, for the Upgrade. No Upgrade shall be approved or constructed unless all Parties agree to such Upgrade. If the other Party or Parties agree to the Upgrade but do not agree to share in the costs of the Upgrade, then the Party or Parties desiring the Upgrade shall be solely responsible for paying the cost of the Upgrade. Denver shall have no obligation to prepare designs based on an Upgrade or undertake construction for any Upgrade until all funds for such Upgrade are delivered by the responsible Party or Parties to Denver.

5. Term.

This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect until the Underpass Project is completed and all incurred costs have been paid or until this Agreement is terminated as provided herein. The Parties shall endeavor, in good faith, to complete the Underpass Project by December 31, 2018.

6. General Provisions.

(a) Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to obtain or appropriate all funding necessary to perform the terms and conditions of this Agreement, to timely and reasonably review and comment on design and construction documents, to resolve any unforeseen issues and disputes, and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

(b) Fair Dealing. In all cases where the consent or approval of a Party or Parties is required before any other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof; provided, however, that nothing in this Agreement shall be construed as imposing on any Party any greater duty or obligation to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

(c) Financial Interests: The Parties agree and covenant that any financial interests created in, or used to secure financing and payment for the costs of, any work performed under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude, and not encumber, property title, rights and interests held by each and any of the Parties from such debt or financial security contained in such financial instruments. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s), which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement.

(d) Appropriation: Notwithstanding any provision of this Agreement to the contrary but with the understanding that all Parties shall endeavor in good faith to comply with paragraphs 6(a) and (b) of this Agreement, the Parties agree that the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the respective Parties. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

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

(f) Examination of Records/Audit: The Parties agree that, during the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of any Party, including the Denver Auditor or designee or the third party auditor for Cherry Hills or Arapahoe, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of any other Party involving any matter related to this Agreement at the examining Party's sole expense. Any Party shall be entitled to review and audit the performance of this Agreement at that Party's sole expense.

(g) Applicable Law/Exercise of Authority: In the performance of this Agreement, the Parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this Agreement or as may be subsequently enacted or adopted and become applicable; provided, however, the Parties agree that no Party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part, but otherwise this paragraph shall not limit the powers and authority of the respective Parties.

(h) No Discrimination In Employment: In connection with the performance of this Agreement, the Parties agree 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, gender variance, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

(i) Conflict of Interest: The Parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and, in performance of this Agreement, Cherry Hills and Arapahoe further agree not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

(j) Liability:

1) To the extent authorized by law, Cherry Hills shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission of Cherry Hills or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law, Arapahoe shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission of Arapahoe or its officers, employees, and agents in connection with the subject matter of this Agreement.

3) To the extent authorized by law, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by Denver, or its officers, employees, and agents in connection with the subject matter of this Agreement.

4) Nothing in this paragraph 6(j) or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

(k) Force Majeure: No Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Parties. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

(l) Further Assurances: From time to time, upon the request of a Party, the other Parties agree to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may be reasonably necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Parties are entitled under this Agreement.

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

(n) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, and/or for actual

damages (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, indirect, consequential, special or punitive damages; provided, further, no provision of this Agreement nor the rules and regulations of any of the Parties may be enforced by the creation or recording of any type of lien against real property owned by any other Party, nor may any foreclosure process be utilized to recover any moneys owed by any Party to another Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

(o) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver, and, with respect to the funding provisions of this Agreement, the applicable ordinances, resolutions, rules and regulations of Cherry Hills and Arapahoe. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Arapahoe County, as the Party initiating the legal action may choose, unless the CDOT Agreement requires that the legal action be brought in the District Court in and for the City and County of Denver.

(p) Limitation on Application of Agreement: The provisions of this Agreement are intended to govern the Underpass Project, as provided in this Agreement, and shall not be construed to prohibit, limit, modify, or waive any term or provision of other agreements between any of the Parties currently existing or entered into in the future.

(q) No Third Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and CDOT; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person other than CDOT. CDOT shall have the right to enforce any right of Denver under this Agreement. It is the express intention of the Parties that any person or entity other than the Parties and CDOT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

(s) Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally, or by appropriate facsimile transmission (receipt verified by telephone), or by certified mail, return receipt requested, to the Parties to this Agreement at the addresses listed below. The notification addresses may be changed at any time by written notice in the manner provided herein.

To Denver: Executive Director
Department of Public Works
City and County of Denver
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

With copies to: Project Manager
Department of Public Works
City and County of Denver
201 West Colfax Ave., Dept. 506
Denver, Colorado 80202

City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

To Cherry Hills: City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, Colorado 80113

To Arapahoe: Board of County Commissioners
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

With copies to: Arapahoe County Open Spaces
6934 South Lima Street, Unit A
Centennial, Colorado 80112

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

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

(u) Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

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

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

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

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

(z) Execution of Agreement: This Agreement shall not be or become effective or binding, and shall not be dated, until it has been fully approved by the governing bodies and executed by all required signatories of the Parties.

(aa) Electronic Signatures and Electronic Records: Cherry Hills and Arapahoe consent to the use of electronic signatures by Denver. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

By: _____
Laura Christman, Mayor

Date: _____

Attest:

Laura Smith, City Clerk

Approved as to Form:

Linda Michow

EXHIBIT A

CDOT AGREEMENT

STATE OF COLORADO
Department of Transportation
Agreement
with
CITY & COUNTY OF DENVER

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1. PARTIES

THIS AGREEMENT is entered into by and between CITY & COUNTY OF DENVER (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

i. Federal Authority

Pursuant to Title I, Subtitle A, Section 1108 of the "Transportation Equity Act for the 21st Century" of 1998 (TEA-21) and/or the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) of 2005 and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by the Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

ii. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

D. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Agreement or Contract

"Agreement" or "Contract" means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to Colorado State Fiscal Rules and Policies.

B. Agreement Funds

"Agreement Funds" means funds payable by the State to Local Agency pursuant to this Agreement.

C. Budget

"Budget" means the budget for the Work described in Exhibit C.

D. Consultant and Contractor

“Consultant” means a professional engineer or designer hired by Local Agency to design the Work and “Contractor” means the general construction contractor hired by Local Agency to construct the Work.

E. Evaluation

“Evaluation” means the process of examining the Local Agency’s Work and rating it based on criteria established in §6 and Exhibits A and E.

F. Exhibits and Other Attachments

The following exhibit(s) are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (Resolution), **Exhibit C** (Funding Provisions), **Exhibit D** (Option Letter), **Exhibit E** (Checklist), **Exhibit F** (Certification for Federal-Aid Funds), **Exhibit G** (Disadvantaged Business Enterprise), **Exhibit H** (Local Agency Procedures), **Exhibit I** (Federal-Aid Contract Provisions), **Exhibit J** (Federal Requirements) and **Exhibit K** (Supplemental Federal Provisions).

G. Goods

“Goods” means tangible material acquired, produced, or delivered by the Local Agency either separately or in conjunction with the Services the Local Agency renders hereunder.

H. Oversight

“Oversight” means the term as it is defined in the Stewardship Agreement between CDOT and the Federal Highway Administration (“FHWA”) and as it is defined in the Local Agency Manual.

I. Party or Parties

“Party” means the State or the Local Agency and “Parties” means both the State and the Local Agency

J. Work Budget

Work Budget means the budget described in **Exhibit C**.

K. Services

“Services” means the required services to be performed by the Local Agency pursuant to this Contract.

L. Work

“Work” means the tasks and activities the Local Agency is required to perform to fulfill its obligations under this Contract and Exhibits A and E, including the performance of the Services and delivery of the Goods.

M. Work Product

“Work Product” means the tangible or intangible results of the Local Agency’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

The Parties’ respective performances under this Agreement shall commence on the Effective Date. This Agreement shall terminate after five (5) years of state controllers signature in section 27, unless sooner terminated or completed as demonstrated by final payment and final audit.

6. SCOPE OF WORK

A. Completion

The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

The Local Agency shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed hereunder by the Local Agency, or any Consultants or Contractors shall be considered the Local Agency’s, Consultants’, or Contractors’ employee(s) for all purposes and shall not be employees of the State for any purpose.

D. State and Local Agency Commitments

i. Design

If the Work includes preliminary design or final design or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the Local Agency shall comply with and be responsible for satisfying the following requirements:

- a) Perform or provide the Plans to the extent required by the nature of the Work.

- b) Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c) Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d) Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e) Stamp the Plans produced by a Colorado Registered Professional Engineer.
- f) Provide final assembly of Plans and all other necessary documents.
- g) Be responsible for the Plans' accuracy and completeness.
- h) Make no further changes in the Plans following the award of the construction contract to contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT and when final they shall be incorporated herein.

ii. Local Agency Work

- a) Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
- b) Local Agency shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c) Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or of construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in Exhibit H. If the Local Agency enters into a contract with a Consultant for the Work:
 - (1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, the Local Agency shall not enter into such Consultant contract.
 - (2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - (3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in Exhibit H to administer the Consultant contract.
 - (5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from the Local Agency's attorney/authorized representative certifying compliance with Exhibit H and 23 C.F.R. 172.5(b) and (d).
 - (6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

- (c) The consultant shall review the Construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require the Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, the Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing Construction Contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

- a) If the Local Agency is performing the Work, the State may, after providing written notice of the reason for the suspension to the Local Agency, suspend the Work, wholly or in part, due to the failure of the Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b) The Local Agency shall be responsible for the following:
 - (1) Appointing a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures.
 - (2) For the construction of the Work, advertising the call for bids upon approval by the State and awarding the construction contract(s) to the low responsible bidder(s).
 - (a) All advertising and bid awards, pursuant to this agreement, by the Local Agency shall comply with applicable requirements of 23 U.S.C. § 112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the Local Agency and its Contractor shall incorporate Form 1273 (**Exhibit I**) in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 C.F.R. 633.102(e).
 - (b) The Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. The Local Agency must accept or reject such bid within three (3) working days after they are publicly opened.
 - (c) As part of accepting bid awards, the Local Agency shall provide additional funds, subject to their availability and appropriation, necessary to complete the Work if no additional federal-aid funds are available.
 - (3) The requirements of this §6(D)(iii)(c)(2) also apply to any advertising and awards made by the State.
 - (4) If all or part of the Work is to be accomplished by the Local Agency's personnel (i.e. by force account) rather than by a competitive bidding process, the Local Agency shall perform such work in accordance with pertinent State specifications and requirements of 23 C.F.R. 635, Subpart B, Force Account Construction.
 - (a) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA in advance of the Work, as provided for in 23 C.F.R. 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (b) An alternative to the preceding subsection is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 C.F.R. Part 31.

- (c) If the State provides matching funds under this Agreement, rental rates for publicly owned equipment shall be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
- (d) All Work being paid under force account shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

E. State's Commitments

- a) The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- b) Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any major structures designed by, or that are the responsibility of, the Local Agency as identified in the Local Agency Contract Administration Checklist, **Exhibit E**.

F. ROW and Acquisition/Relocation

- a) If the Local Agency purchases a right of way for a State highway, including areas of influence, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.
- b) Any acquisition/relocation activities shall comply with all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c) The Parties' respective compliance responsibilities depend on the level of federal participation; provided however, that the State always retains Oversight responsibilities.
- d) The Parties' respective responsibilities under each level in CDOT's Right of Way Manual (located at http://www.dot.state.co.us/ROW_Manual/) and reimbursement for the levels will be under the following categories:
 - (1) Right of way acquisition (3111) for federal participation and non-participation;
 - (2) Relocation activities, if applicable (3109);
 - (3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

G. Utilities

If necessary, the Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company which may become involved in the Work. Prior to the Work being advertised for bids, the Local Agency shall certify in writing to the State that all such clearances have been obtained.

- a) Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, the Local Agency shall make timely application to the Public Utilities commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities and:
- b) Execute an agreement setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- c) Obtain the railroad's detailed estimate of the cost of the Work.
- d) Establish future maintenance responsibilities for the proposed installation.
- e) Proscribe future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- f) Establish future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

H. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

I. Maintenance Obligations

The Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA, and the Local Agency shall provide for such maintenance and operations obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

7. OPTION LETTER MODIFICATION

An option letter may be used to add a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to add a phase and/or increase or decrease the total encumbrance amount.

The State may require the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds remaining the same. The State may simultaneously increase and/or decrease the total encumbrance amount by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may require or permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

The State may require the Local Agency to add a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

8. PAYMENTS

The State shall, in accordance with the provisions of this §8, pay the Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the Contract set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs as evidenced by an appropriate ordinance/resolution or other authority letter which expressly authorizes the Local Agency the authority to

enter into this Agreement and to expend its match share of the Work. A copy of such ordinance/resolution or authority letter is attached hereto as **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner, approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Contract or other contracts, Agreements or agreements between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

D. Matching Funds

The Local Agency shall provide matching funds as provided in **§8.A.** and **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. The Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

E. Reimbursement of Local Agency Costs

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§8**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The

State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit C. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

F. Local Agency Funding Availability

- i.** Notwithstanding any other term or condition of this contract, it is expressly understood and agreed that the obligation of the Local Agency for all or any part of any payment obligations set out herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this contract by the City Council of the Local Agency and paid into the Treasury of the Local Agency. The Local Agency hereby represents to the State that the amount designated "Local Agency Commitment" in Exhibit C has been legally appropriated for the purpose of this contract by its City Council and paid into the Treasury of the Local Agency. The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's Revised Municipal Code.
- ii.** Notwithstanding any other term or condition of this contract, this contract is made for the fiscal year of the date of final execution of this contract (the "Contract Fiscal Year"). It is understood that funds appropriated by the Local Agency for this contract in the Contract Fiscal Year, as of the date of execution of this contract are the only funds which will be payable by the Local Agency hereunder during the Contract Fiscal Year.

9. ACCOUNTING

The Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

A. Local Agency Performing the Work

If Local Agency is performing the Work, all allowable costs, including any approved services contributed by the Local Agency or others, shall be documented using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

B. Local Agency-Checks or Draws

Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents shall be on file in the office of the Local Agency, clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other Work documents.

C. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. The Local Agency shall reimburse the State for the costs of any such services from the Budget as provided for in Exhibit C. If FHWA funding is not available or is withdrawn, or if the Local Agency terminates this Agreement prior to the Work being approved or completed, then all actual incurred costs of such services and assistance provided by the State shall be the Local Agency's sole expense.

D. Local Agency-Invoices

The Local Agency's invoices shall describe in detail the reimbursable costs incurred by the Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and shall not be submitted more often than monthly.

E. Invoicing Within 60 Days

The State shall not be liable to reimburse the Local Agency for any costs unless CDOT receives such invoices within 60 days after the date for which payment is requested, including final invoicing. Final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or the State may offset them against any payments due from the State to the Local Agency.

F. Reimbursement of State Costs

CDOT shall perform Oversight and the Local Agency shall reimburse CDOT for its related costs. The Local Agency shall pay invoices within 60 days after receipt thereof. If the Local Agency fails to remit payment within 60 days, at CDOT's request, the State is authorized to withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds shall be payable from the State Highway Supplementary Fund (400) until CDOT is reimbursed. If the Local Agency fails to make payment within 60 days, it shall pay interest to the State at a rate of one percent per month on the delinquent amounts until the billing is paid in full. CDOT's invoices shall describe in detail the reimbursable costs incurred, the dates incurred and the amounts thereof, and shall not be submitted more often than monthly.

10. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §10 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §18, if applicable.

A. Performance, Progress, Personnel, and Funds

The Local Agency shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of the Local Agency's performance and the final status of the Local Agency's obligations hereunder.

B. Litigation Reporting

Within 10 days after being served with any pleading related to this Agreement, in a legal action filed with a court or administrative agency, the Local Agency shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State or its principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

The Local Agency's failure to provide reports and notify the State in a timely manner in accordance with this §10 may result in the delay of payment of funds and/or termination as provided under this Agreement.

D. Documents

Upon request by the State, the Local Agency shall provide the State, or its authorized representative, copies of all documents, including contracts and subcontracts, in its possession related to the Work.

11. LOCAL AGENCY RECORDS

A. Maintenance

The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. The Local Agency shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) three years after final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or the Local Agency has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

The Local Agency shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Local Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate the Local Agency's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extension. If the Work fails to

conform to the requirements of this Agreement, the State may require the Local Agency promptly to bring the Work into conformity with Agreement requirements, at the Local Agency's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require the Local Agency to take necessary action to ensure that future performance conforms to Agreement requirements and may exercise the remedies available under this Agreement at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

The Local Agency also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

D. Final Audit Report

If an audit is performed on the Local Agency's records for any fiscal year covering a portion of the term of this Agreement, the Local Agency shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

The Local Agency shall comply with the provisions of this §12 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals. Nothing in this §12 shall be construed to require the Local Agency to violate the Colorado Open Records Act, C.R.S. § 24-72-101 et seq.

A. Confidentiality

The Local Agency shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of the Local Agency shall be immediately forwarded to the State's principal representative.

B. Notification

The Local Agency shall notify its agents, employees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by the Local Agency or its agents in any way, except as authorized by the Agreement and as approved by the State. The Local Agency shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by the Local Agency or its agents, except as set forth in this Agreement and approved by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by the Local Agency for any reason may be cause for legal action by third parties against the Local Agency, the State or their respective agents. The Local Agency is prohibited from providing indemnification to the State pursuant to the Constitution of the State of Colorado, Article XI, Section 1, however, the Local Agency shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, or assignees pursuant to this §12.

13. CONFLICT OF INTEREST

The Local Agency shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Local Agency's obligations hereunder. The Local Agency acknowledges that with respect to this Agreement even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, the Local Agency shall refrain from any

practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Local Agency's obligations to the State hereunder. If a conflict or appearance exists, or if the Local Agency is uncertain whether a conflict or the appearance of a conflict of interest exists, the Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Agreement.

14. REPRESENTATIONS AND WARRANTIES

The Local Agency makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

The Local Agency shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence and in the sequence and manner set forth in this Agreement.

B. Legal Authority – The Local Agency and the Local Agency's Signatory

The Local Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind the Local Agency to its terms. If requested by the State, the Local Agency shall provide the State with proof of the Local Agency's authority to enter into this Agreement within 15 days of receiving such request.

C. Licenses, Permits, Etc.

The Local Agency represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. The Local Agency warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the State or other adjustment in Agreement Funds. Additionally, all employees and agents of the Local Agency performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. The Local Agency, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for the Local Agency to properly perform the terms of this Agreement shall be deemed to be a material breach by the Local Agency and constitute grounds for termination of this Agreement.

15. INSURANCE

The Local Agency and its contractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the Local Agency and the State.

A. The Local Agency

i. Public Entities

If the Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then the Local Agency shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The Local Agency shall show proof of such insurance satisfactory to the State, if requested by the State. The Local Agency shall require each Agreement with their Consultant and Contractor, that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor liabilities under the GIA.

ii. Non-Public Entities

If the Local Agency is not a "public entity" within the meaning of the Governmental Immunity Act, the Local Agency shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in §15(B) with respect to sub-contractors that are not "public entities".

B. Contractors

The Local Agency shall require each contract with Contractors, Subcontractors, or Consultants, other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the Local Agency's Contractors, Subcontractors, or Consultant's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, contractors, subcontractors, and consultants shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Local Agency a certificate or other document satisfactory to the Local Agency showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The Local Agency and the State shall be named as additional insured on the Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of the Consultants or Contractors shall be primary over any insurance or self-insurance program carried by the Local Agency or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Local Agency and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by the Local Agency's Consultants or Contractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

The Local Agency and all Contractors, subcontractors, or Consultants shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Local Agency and each contractor, subcontractor, or consultant shall deliver to the State or the Local Agency certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any sub-contract, the Local Agency and each contractor, subcontractor, or consultant shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §15.

16. DEFAULT-BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §17. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may

immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

17. REMEDIES

If the Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §17 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §16(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If the Local Agency fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the State may notify the Local Agency of such non-performance in accordance with the provisions herein. If the Local Agency thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. The Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, the Local Agency shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Agreements with third parties. However, the Local Agency shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the State, the Local Agency shall assign to the State all of the Local Agency's right, title, and interest under such terminated orders or sub-Agreements. Upon termination, the Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Local Agency in which the State has an interest. All materials owned by the State in the possession of the Local Agency shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by the Local Agency to the State and shall become the State's property.

ii. Payments

The State shall reimburse the Local Agency only for accepted performance received up to the date of termination. If, after termination by the State, it is determined that the Local Agency was not in default or that the Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Agreement had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, the Local Agency also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by the Local Agency and the State may withhold any payment to the Local Agency for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from the Local Agency is determined. The State may withhold any amount that may be due to the Local Agency as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. The Local Agency shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by the Local Agency, which shall be governed by §17(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify the Local Agency of the termination in accordance with §18, specifying the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice, the Local Agency shall be subject to and comply with the same obligations and rights set forth in §17(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §17(B), the Local Agency shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse the Local Agency for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Local Agency which are directly attributable to the uncompleted portion of the Local Agency's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to the Local Agency hereunder.

C. Remedies Not Involving Termination

The State, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend the Local Agency's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the State without entitling the Local Agency to an adjustment in price/cost or performance schedule. The Local Agency shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by the Local Agency after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to the Local Agency until corrections in the Local Agency's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed that due to the Local Agency's actions or inactions cannot be performed or, if performed, would be of no value to the State; provided that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of the Local Agency's employees, agents, or contractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If the Local Agency infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, the Local Agency shall, at the State's option (a) obtain for the State or the Local Agency the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

18. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. If to State:

CDOT Region: 1
Carol Anderson
Project Manager
2000 S Holly St
Denver, CO 80222

B. If to the Local Agency:

City and County of Denver
John LaSala
Project Manager
201 West Colfax Avenue, Dept 506
Denver, CO 80202

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Local Agency in the performance of its obligations under this Agreement shall be the exclusive property of the State and all Work Product shall be delivered to the State by the Local Agency upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. The Local Agency shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Local Agency's obligations hereunder without the prior written consent of the State.

20. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees and of the Local Agency is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §21 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

22. FEDERAL REQUIREMENTS

The Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Local Agency will comply with all requirements of **Exhibit G** and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If the Local Agency uses any State- approved DBE program for this Agreement, the Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for use of its program.

24. DISPUTES

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

25. GENERAL PROVISIONS

A. Assignment

The Local Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments and subcontracts approved by the Local Agency or the State are subject to all of the provisions hereof. The Local Agency shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §25(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification - General

If Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Local Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not

applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Limitations of Liability

Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule, or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

I. Modification

i. By the Parties

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF AGREEMENTS - TOOLS AND FORMS.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein

J. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The provisions of the main body of this Agreement,**
- iii. Exhibit A (Scope of Work),**
- iv. Exhibit B (Local Agency Resolution),**
- v. Exhibit C (Funding Provisions),**
- vi. Exhibit D (Option Letter),**
- vii. Exhibit E (Local Agency Contract Administration Checklist),**
- viii. Other exhibits in descending order of their attachment.**

K. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if the Local Agency fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. The Local Agency shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing the Local Agency for them

N. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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26. LOCAL AGENCY, STATE NOT AGENTS OF EACH OTHER

It is expressly understood and agreed that the State and the Local Agency shall not in any respect be deemed agents of each other, but shall be deemed to each be an independent contractor.

27. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Agreements except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR.

The Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither The Local Agency nor any agent or employee of The Local Agency shall be deemed to be an agent or employee of the State. The Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for The Local Agency or any of its agents or employees. Unemployment insurance benefits shall be available to The Local Agency and its employees and agents only if such coverage is made available by The Local Agency or a third party. The Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability or understanding, except as expressly set forth herein. The Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

The Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, The Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper

use of public funds. If the State determines that The Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of The Local Agency's services and The Local Agency shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements]. Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]. The Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). The Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to The Local Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Local Agency (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if The Local Agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If The Local Agency participates in the State program, The Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that The Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If The Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, The Local Agency shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

The Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

SPs Effective 1/1/09

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28. SIGNATURE PAGE

Agreement Routing Number: 16-HA1-ZH-00155

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">THE LOCAL AGENCY CITY & COUNTY OF DENVER Vendor # 0002000018</p> <p>_____</p> <p>Michael B. Hancock, Mayor</p> <p>LOCAL AGENCIES: (a Local Agency seal or attestation is required)</p> <p>Attest (Seal) By _____</p> <p style="text-align: center;">Debra Johnson Clerk and Recorder of The City and County of Denver</p> <p>APPROVED AS TO FORM: City Attorney for the CITY AND COUNTY OF DENVER</p> <p>By: _____</p> <p>RECOMMENDED AND APPROVED:</p> <p>By: _____</p> <p style="text-align: center;">Manager of Public Works</p> <p>REGISTERED AND COUNTERSIGNED:</p> <p>By: _____</p> <p style="text-align: center;">Manager of Finance</p> <p>CONTRACT CONTROL NUMBER: _____</p> <p>By: _____</p> <p style="text-align: center;">Timothy O'Brien, Auditor</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR</p> <p>By: _____</p> <p>By: Joshua Laipply, P.E., Chief Engineer For: Shailen P. Bhatt, Executive Director Colorado Department of Transportation</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>
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ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Colorado Department of Transportation</p> <p>Date: _____</p>

29. EXHIBIT A – SCOPE OF WORK

TAP M320-102 (21119)

High Line Canal Trail Underpass at Hampden and Colorado

Scope of Work:

This project constructs two multi-use underpasses: one under Hampden Avenue 1,500 feet west of Colorado Boulevard, and another under Colorado Boulevard 200 feet north of Hampden Avenue. The 14 foot box culverts will accommodate new 10 foot multi-use trails from the existing pedestrian bridge at Monroe Street to the Underpass, along the north side of Hampden Avenue to the underpass and to the existing multi-use path on the east side of Colorado Boulevard,

AT least 10 covered bicycle parking spaces, ADA/AASTO compliant lighting, and way finding signage with destination and distance information will be included.

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30. EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

31. EXHIBIT C – FUNDING PROVISIONS

TAP M320-102 (21119)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$5,062,500.00, which is to be funded as follows:

1 BUDGETED FUNDS				
a. Federal Funds (TAP @ 80%)				\$4,050,000.00
b. Local Agency Matching Funds (TAP @ 20%)				\$1,012,500.00
TOTAL BUDGETED FUNDS				\$5,062,500.00
2 ESTIMATED CDOT-INCURRED COSTS				
a. Federal Share (80% of Participating Costs)				\$0.00
b. Local Agency				\$0.00
TOTAL ESTIMATED CDOT-INCURRED COSTS				\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted (1a)				\$4,050,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$4,050,000.00
FOR CDOT ENCUMBRANCE PURPOSES				
Total Encumbrance Amount				\$5,062,500.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$5,062,500.00
<i>NOTE: Only the Design funds are currently available; the Construction funds Will become available after the federal authorization and execution of an Option Letter (Exhibit D) or Amendment.</i>				
	WBS Element 21119.10.30	Design	3020	\$1,000,000.00
	WBS Element 21119.20.10	Const	3301	\$0.00

B. Matching Funds

The matching ratio for the federal participating funds of this Work is 80% federal-aid funds (CFDA #20.205) to 20% Local Agency funds, it being understood that such ratio applies only to the \$5,062,500.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$5,062,500.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible

for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$5,062,500.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$4,050,000.00 (For CDOT accounting purposes, the federal funds of \$4,050,000.00 and the Local Agency matching funds of \$1,012,500.00 will be encumbered for a total encumbrance of \$5,062,500.00), unless such amount is decreased as described in Sections B. and C. 1. of this Exhibit C, or increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. **NOTE: Only the Design funds are currently available; the Construction funds will become available after the federal authorization and execution of an Option Letter (Exhibit D) or Amendment.** It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

1. The maximum amount payable shall be reduced without amendment when the actual amount of the local agency's awarded contract is less than the budgeted total of the federal participating funds and the local agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. A. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure exceeding more than \$750,000-Highway Funds Only

If the Local Agency expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure exceeding more than \$750,000-Multiple Funding Sources

If the Local Agency expends more than \$750,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

32. EXHIBIT D – OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing #
			Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (Insert the following language for use with the Option A):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*)is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labled as follows: C-2, C-3, C-4, etc.*).

Option B (Insert the following language for use with Option B):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be*

made using an formal amendment)..

Option C (Insert the following language for use with Option C):

In accordance with the terms of the original Agreement (insert CMS routing # of original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4, etc.**; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment).

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now (insert total encumbrance amount), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (indicate total budgeted funds) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

33. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. TAP M320-102	STIP No. SR15098.033	Project Code 21119	Region 01
Project Location High Line Canal Trail Underpass at Hampden and Colorado			Date 12/14/15
Project Description High Line Canal Trail Underpass at Hampden and Colorado			
Local Agency City and County of Denver		Local Agency Project Manager John LaSala	
CDOT Resident Engineer John Vetterling		CDOT Project Manager Carol Anderson	
<p>INSTRUCTIONS:</p> <p>This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		
	<ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	X X	# #
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	#
5.10	Conduct Final Office Review (FOR)	X	

CDOT Form 1243 11/15 Page 1 of 4

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.11	Justify Force Account Work by the Local Agency	X	#
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)	X	
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) <u>John Vetterling</u> _____ <u>11/10/15</u> _____ CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	#
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	N/A	N/A
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." John LaSala _____ 720-913-4534 _____ Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	
	Provide the name and phone number of the person authorized for this task. John LaSala _____ 720-913-4534 _____ Local Agency Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	#
8.12	Prepare and Authorize Change Orders	X	#
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews		X
	Provide the name and phone number of the person responsible for this task. John Vetterling _____ 303-757-9914 _____ CDOT Resident Engineer Phone number		
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X X	X
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
9.9	Check Final Materials Documentation	X	#
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the Resident Engineer	X	
11.9	(FHWA Form 47 discontinued)	N/A	N/A
11.10	Complete and Submit CDOT Form 1212 - Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist		X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

34. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Required by 23 CFR 635.112

35. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Business Programs Office
Colorado Department of Transportation
4201 East Arkansas Avenue, Room 287
Denver, Colorado 80222-3400
Phone: (303) 757-9234

revised 1/22/98

Required by 49 CFR Part 26

36. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
 7. A qualified local agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three years after the case has been settled.

CRS §§24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the preceding eight (8) steps.

37. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nons segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.8. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

38. EXHIBIT J – FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule)

The "Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation: the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d); the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30; the Local Agency/Contractor shall comply with section 18.37 concerning any sub-Agreements; to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 sub-Agreement procedures, as applicable; the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this **Exhibit J** in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

39. EXHIBIT K – SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C:
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;

- 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
 - 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
 - 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
 - 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
 - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
 - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 ToSAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1** Subrecipient DUNS Number;
- 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3** Subrecipient Parent DUNS Number;
- 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1** Subrecipient's DUNS Number as registered in **SAM**.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT B TO RESOLUTION NO. 10, SERIES OF 2016

**DRAFT INTERGOVERNMENTAL AGREEMENT REGARDING MAINTENANCE OF HIGH LINE
CANAL UNDERPASSES: HAMPDEN AVENUE AND COLORADO BOULEVARD**

**INTERGOVERNMENTAL AGREEMENT REGARDING
MAINTENANCE OF HIGH LINE CANAL UNDERPASSES:
HAMPDEN AVENUE AND COLORADO BOULEVARD**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between **THE CITY OF CHERRY HILLS VILLAGE** (the “City”), and **THE CITY AND COUNTY OF DENVER, STATE OF COLORADO** (“Denver”), (collectively, “Parties” and individually, a “Party”).

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

WHEREAS, Denver is the project manager for the Underpass Project and is in the process of entering into an agreement for the financing, design and construction of the Underpass Project with CDOT (“CDOT Agreement”); and

WHEREAS, the improvements constructed and installed pursuant to the Underpass Project will be owned by CDOT; however, maintenance and operation of the improvements is the responsibility of Denver pursuant to the terms of the CDOT Agreement; and

WHEREAS, the Parties wish to formalize their maintenance and renovation responsibilities associated with the Underpass Project; 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 Parties agree as follows:

1. Maintenance.

A. Ordinary Maintenance.

- i. The City agrees, at its sole cost and expense, to undertake and continue the maintenance of the Hampden Underpass in the same manner the City undertakes maintenance of other pedestrian trails located in the City in general conformance with the Lease Agreement for Recreational Use of the High Line Canal dated July 13, 2005, as extended by that certain lease agreement dated ____ between the City and Denver, acting by and through its Board of Water Commissioners and the City (“Ordinary Maintenance”). The City also agrees to undertake and continue the maintenance of the extension of the High Line Canal Trail south of the Hampden underpass.

- ii. Denver agrees, at its sole cost and expense, to undertake and continue the maintenance of the Colorado Underpass in the same manner and to the same extent as Denver has historically provided under the HLC MOU for the High Line Trail (“Ordinary Maintenance”). Denver also agrees to undertake and continue the maintenance of the extension of the High Line Canal Trail north of the Hampden Underpass.
- iii. Ordinary Maintenance shall not start until the construction of the underpasses, including extension of the High Line Canal Trail to the north and south of the underpasses, is complete and approved for use by Denver. For purposes of this section 1(A), Ordinary Maintenance shall not include any construction, rehabilitation, replacement, improvement, or repair (except for minor superficial repairs including paint, replacement of lighting) of the Hampden Underpass or Colorado Underpass.

B. Structural/Capital Maintenance.

- i. Unless agreed by the City and Denver under a separate written agreement, Denver agrees to undertake, at its sole cost and expense, any construction, rehabilitation, replacement, improvement or repair of the Hampden Underpass and Colorado Underpass as required under Section 6.I of the CDOT Agreement. The City shall have no financial obligation to maintain the Hampden or Colorado Underpasses beyond Ordinary Maintenance as defined herein.

2. Performance.

- A. *Denver Water Easement.* Except as provided in sections 1 and 2 of this IGA, the City and Denver shall be responsible for complying with the Denver Water Easement.
- B. *Maintenance Performance.* If, at any time, Denver is dissatisfied with the Maintenance of the Hampden or Colorado underpasses, Denver may temporarily close the affected underpass in the interest of public health and safety.
- C. *Structural Performance.* If Denver determines at any time that the Hampden or Colorado underpass is not safe for passage or is structurally unsound, the Manager of Denver Parks shall notify the City Public Works Director of such determination in writing (time permitting), and thereafter may close the Hampden or Colorado underpass at both access points until appropriate measures are taken by Denver.

If the City determines at any time that the Hampden underpass is not safe for passage or is structurally unsound, the City Public Works Director shall notify Denver of such determination in writing (time permitting) and may close the Hampden underpass at both access points until appropriate measures are taken by Denver.

3. Term and Termination.

- A. *Term.* This IGA shall remain in effect until terminated as provided in subsection 4.B of this IGA or upon the termination of the Denver Water Easement or HLC MOU, if said documents are not replaced by equivalent easements or agreements pertaining to the use and/or maintenance of the trail along the High Line Canal.
- B. *Termination.* This IGA may be terminated at any time upon mutual agreement of the Parties. This IGA may be terminated unilaterally by any Party, without cause, upon ninety (90) days' written notice to the other Party, or it may be terminated immediately by any Party, for cause, stated in written notice to the other Party. There shall be no remedy or right to recover any type of damages or to seek specific performance of this IGA for any default or breach under this IGA. Termination shall be the sole recourse for any failure or refusal to perform under this IGA.

4. Liability. The Parties acknowledge that Denver and the City do not assume, and shall not be subject to, any indemnification, hold harmless or duty to defend obligation contained in the Denver Water Easement for the benefit and protection of Denver Water. Denver and the City's potential liability with respect to Denver Water shall be no greater than stated in paragraph 4 of the HLC MOU.

As between the City and Denver, third-party liability under this IGA shall be as follows:

- A. To the extent authorized by law, the City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of the City or its officers, employees and agents in connection with the subject matter of the IGA.
- B. To the extent authorized by law, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Denver or its officers, employees and agents in connection with the subject matter of the IGA.
- C. Nothing in this section 4 or any other provision of this IGA shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities or limitations of liability available to the Parties against third parties by law.

5. General Provisions.

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

- B. *Appropriation:* Notwithstanding any provision of this IGA to the contrary, the Parties agree that the rights and obligations under this IGA are contingent upon all funds necessary for work or expenditures contemplated under this IGA being budgeted, appropriated and otherwise made available by the respective Parties. The Parties acknowledge that this IGA is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party.
- C. *Non-waiver:* No Party shall be excused from complying with any provision of this IGA by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this IGA shall be deemed or taken to be a waiver of any other failure to comply by said Party.
- D. *Examination of Records/Audit:* The Parties agree that, during the term of this IGA and for a period of at least three (3) years after the expiration or termination of this IGA, any duly authorized representative of either Party shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this IGA. Any Party shall be entitled to review and audit the performance of this IGA at that Party's sole expense.
- E. *Applicable Law/Exercise of Authority:* The Parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this IGA or as may be subsequently enacted or adopted and become applicable; provided, however, both Parties agree that neither Party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this IGA or result in effectively nullifying this IGA, in whole or part, but otherwise this paragraph shall not limit the powers and authority of the respective Parties.
- F. *No Discrimination in Employment:* In connection with the performance of work under this IGA, the Parties agree 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; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.
- G. *Conflict of Interest:* The Parties agree that no official, officer or employee of the City or Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and further agree that each Party shall comply with its respective code of ethics.
- H. *Force Majeure:* Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of

force majeure, and any time limit expressed in this IGA shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

- I. *Contracting or Subcontracting*: Any work that is allowed to be contracted or subcontracted under this IGA shall be subject, by the terms of the contract or subcontract, to every provision of this IGA. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. No Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.
- J. *Governing Law; Venue*: This IGA shall be construed in accordance with the laws of the United States and the State of Colorado. Venue for any legal action relating to this IGA shall lie in either the District Court in and for the City and County of Denver or the District Court in and for the City, as the Party initiating the legal action may choose.
- K. *No Third Party Beneficiaries*: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Denver; and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the City and Denver that any person or entity other than the City and Denver receiving services or benefits under this IGA shall be deemed to be an incidental beneficiary only.
- L. *Claims*: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this IGA, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.
- M. *Notice*: All notices, demands or consents required or permitted under this IGA shall be in writing and delivered personally, or by appropriate facsimile transmission (receipt verified by telephone), or by certified mail, return receipt requested, to the following:

CITY: City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, Colorado 80113

DENVER: [Insert Addresses]

- N. *Entire Agreement*: This IGA, including the exhibits which are hereby incorporated into this IGA by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- O. *Amendment*: This IGA may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this IGA.
- P. *No Assignment*: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this IGA, without the prior written consent of the other Party.
- Q. *Severability*: Should any one or more provisions of this IGA be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term or condition that will achieve the original intent and purposes of the Parties hereunder.
- R. *Headings for Convenience*: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit or describe the scope or intent of any provision of this IGA.
- S. *Authority*: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this IGA on behalf of the Party and to bind the Party to its terms. The person(s) executing this IGA on behalf of each Party warrants that he/she/they have full authorization to execute this IGA.
- T. *Execution of IGA*: This IGA shall not be or become effective or binding, and shall not be dated, until it has been fully executed by all signatories of the City and Denver.
- U. *Electronic Signatures and Electronic Records*: The City consents to the use of electronic signatures by Denver. The IGA, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect of the IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

DATED this _____ day of _____, 2016.

ATTEST:

CITY & COUNTY OF DENVER
STATE OF COLORADO

ATTEST:

CITY OF CHERRY HILLS VILLAGE
STATE OF COLORADO

By: _____
Laura Smith, City Clerk

By: _____
Laura Christman, Mayor

DRAFT

CHERRY HILLS VILLAGE
COLORADO

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

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

ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: CESARINA DANCY, COMMUNITY DEVELOPMENT CLERK

SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH END REPORT FOR JUNE 2016

DATE: JULY 19, 2016

BUILDING PERMITS SUMMARY:

	<i>June 2016</i>	<i>YTD 2016</i>	<i>YTD 2015</i>	<i>YTD % Change</i>
Total Permits	55	394	440	-10%
Total Revenue	\$50,031	\$519,823	\$457,216	14%
New Home Permits	0	10	7	43%
New Home Revenue	\$0	\$291,213	\$244,806	19%
Remodel/Addition Permits	8	67	67	0%
Remodel/Addition Revenue	\$39,077	\$131,686	\$100,826	31%

PLANNING AND ZONING COMMISSION:

- June 14, 2016 Regular Meeting: Passed amendments to establish O-2 Zoning and to modify procedures of text amendments and rezoning of property.

BOARD OF ADJUSTMENT AND APPEALS:

- June 2, 2016 Regular Meeting: The meeting was cancelled due to a lack of agenda items.

ATTACHMENTS:

Exhibit A: Planning Project Activity List
Exhibit B: Year-to-Date Permit Activity Graphs
Exhibit C: Permit Summary Table
Exhibit D: Issued Permit Report

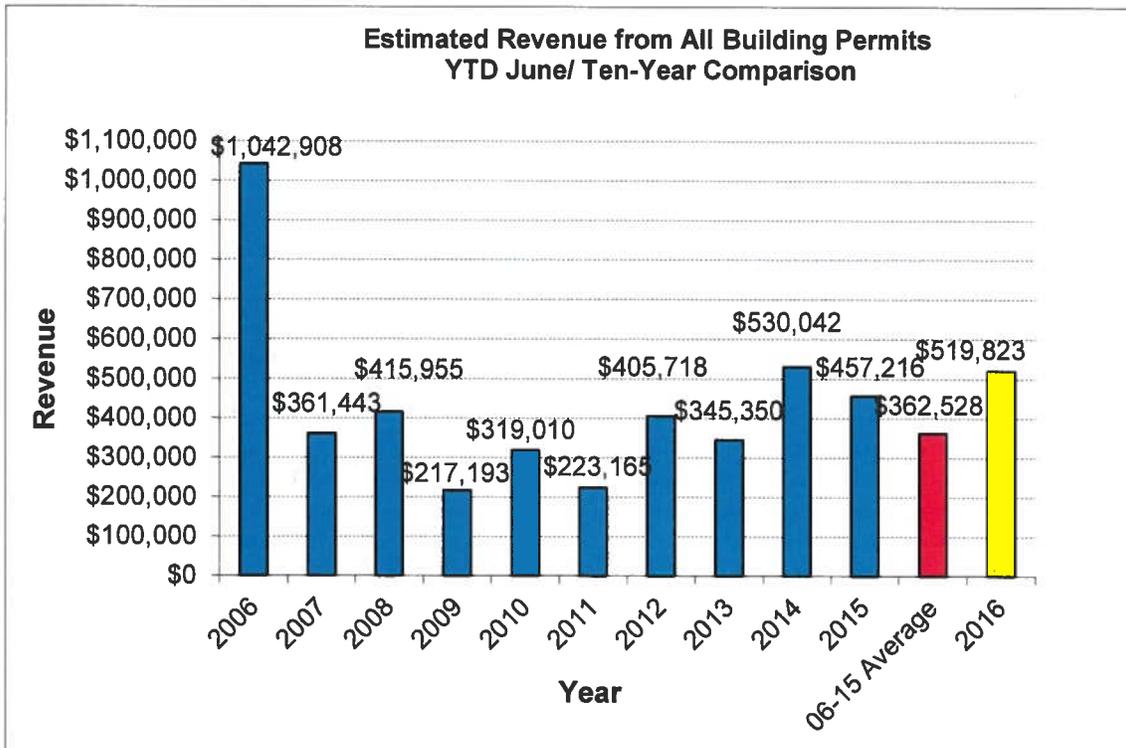
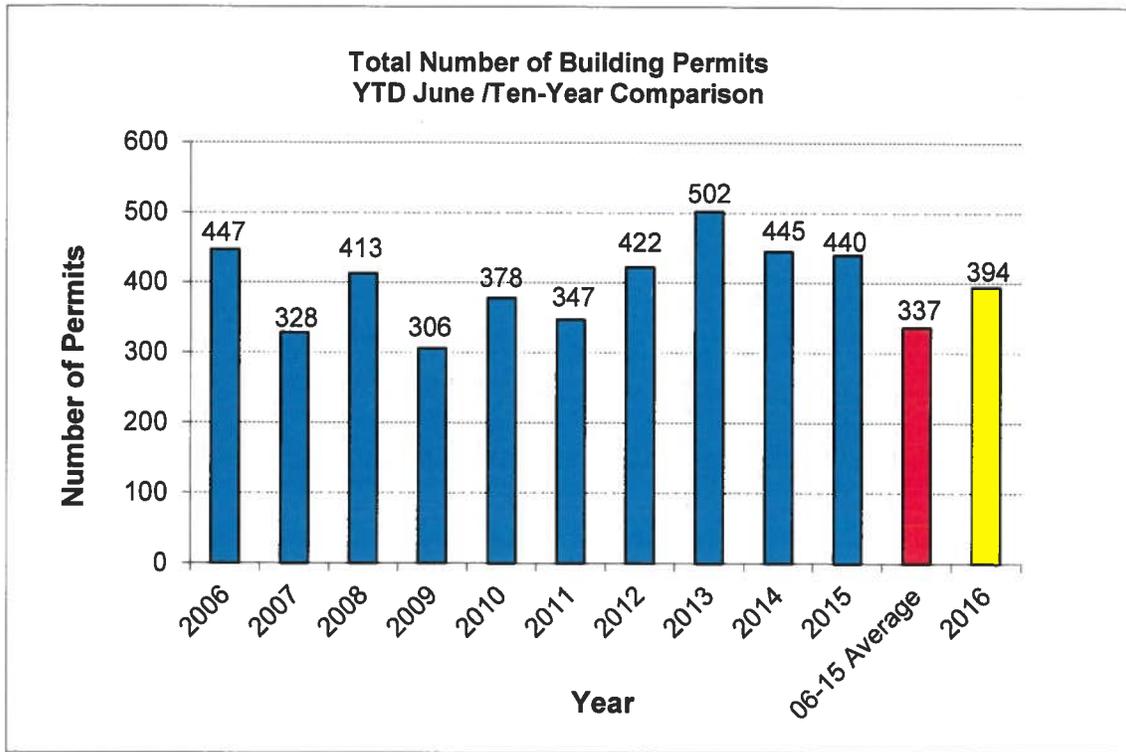
Planning Project Activity List Community Development Department

Report Date: July 8, 2016

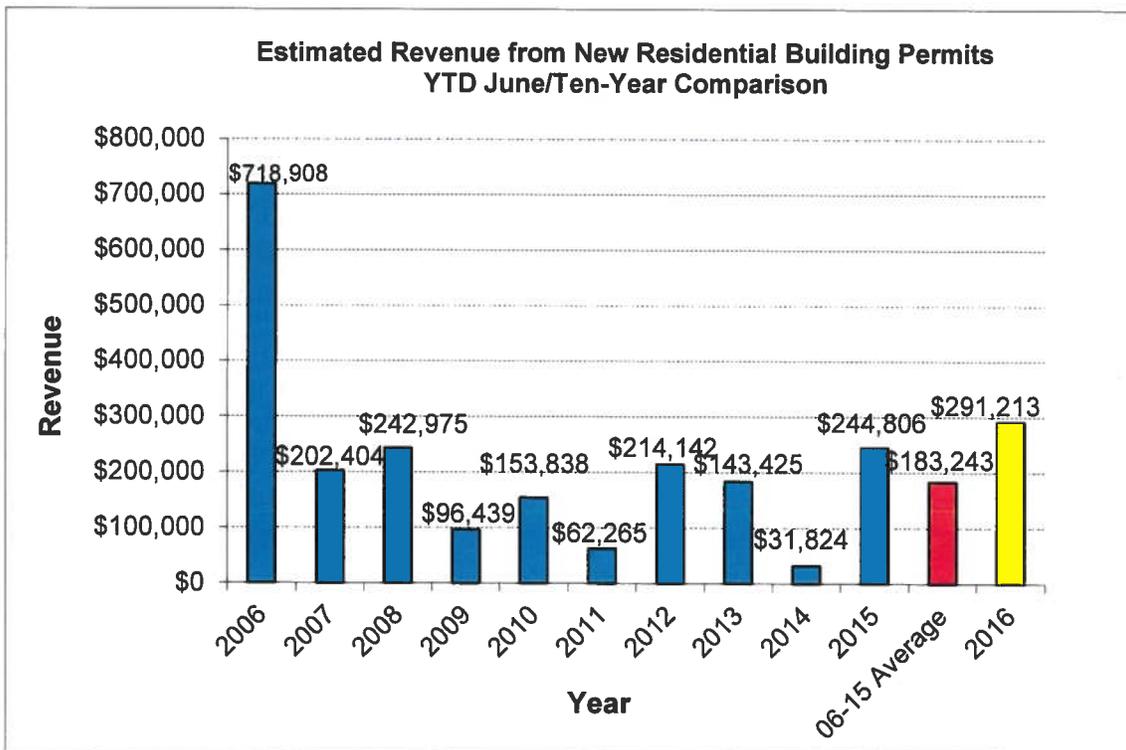
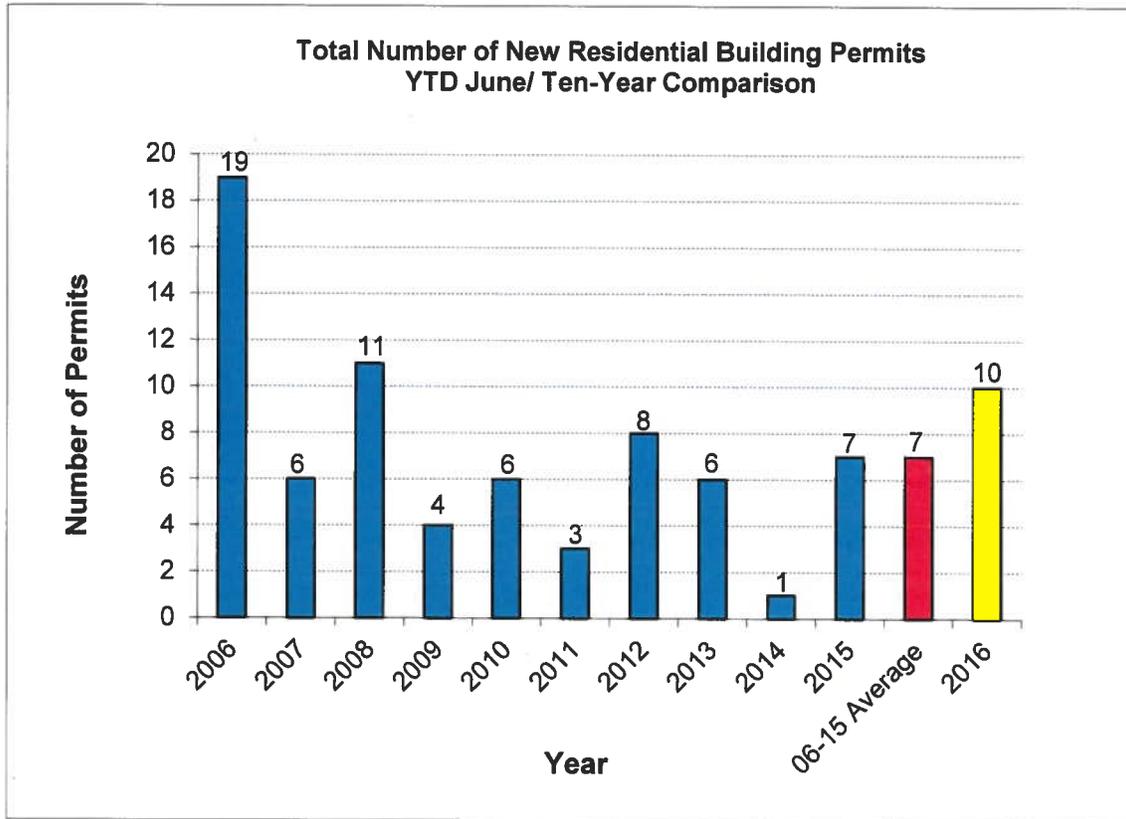
City Council and Planning and Zoning Commission Members are advised to avoid discussing quasi-judicial land use matters with any person outside of the public hearing process. The restriction on discussion of quasi-judicial matters is generally considered to take effect when a formal application has been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

Quasi-Judicial Cases					
Applicant	Address	Description	PTRC Review	P&Z Review	Council Review
Maven Properties, LLC	2 Tenaya Ln/5050 Quincy Ave	Minor Subdivision Amendment, Cantitoe – Vacation and Relocation of Trail Easement	Pending	Pending	Pending
Glenmoor Country Club/HOA	110 Glenmoor Dr	Amendment to Subdivision Agreement Prohibition on Water Wells	n/a	Pending	Pending
Kent Denver School	4000 Quincy Ave	Stadium Lights	n/a	Pending	Pending
MMW AIA PLLC	1550 E Oxford Ln/4180 S Humboldt St	Minor Lot Adjustment/Non-Conforming Lot Variance	n/a	07/12/16	Pending
Non Quasi-Judicial Cases and Ordinance Amendments					
Applicant	Address	Description	PTRC Review	P&Z Review	Council Review
Bulk Plane/FAR Study Group Initiated	n/a	Amendment to Bulk Plane Measurement Method for Larger Lots	n/a	03/08/16 04/12/16	Pending
City Council Initiated	n/a	Quincy Farm Property (O-2) Zoning Category	4/14/16	06/14/16	07/19/16
Board of Adjustment and Appeals Cases					
Applicant	Address	Description	BOAA Review		

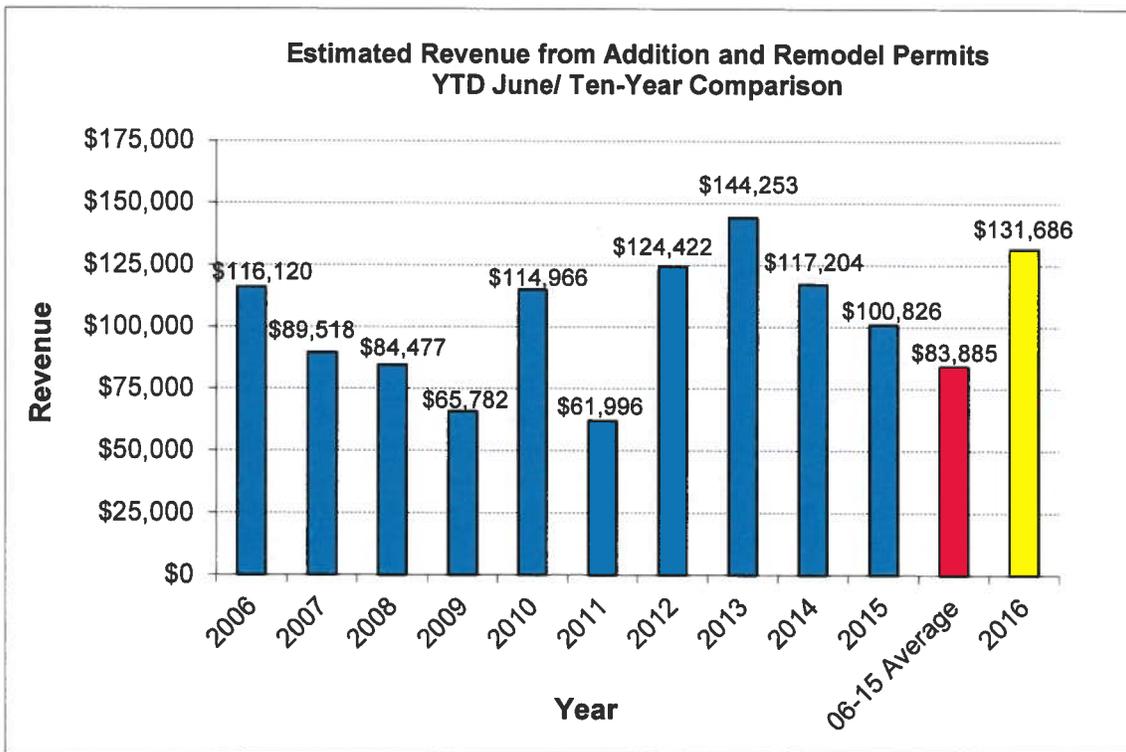
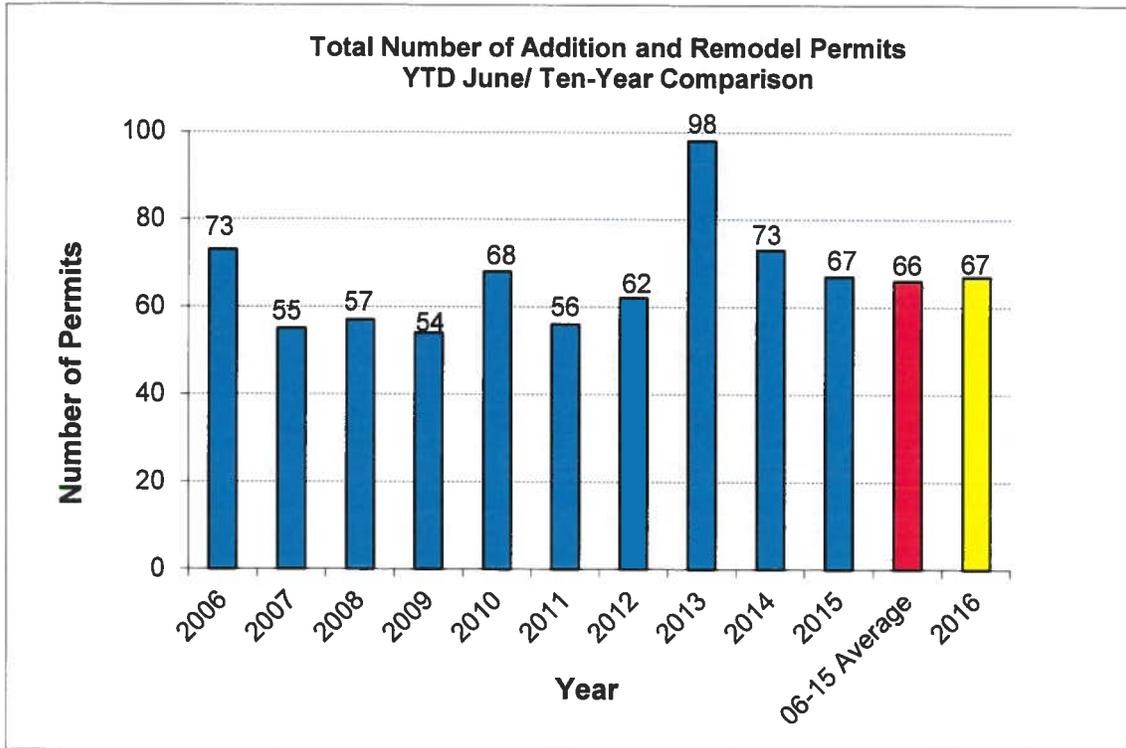
**TOTAL PERMITS
YTD THROUGH JUNE
10 YEAR COMPARISON**



NEW RESIDENCES YTD THROUGH JUNE 10 YEAR COMPARISON



**ADDITIONS & REMODELS
YTD THROUGH JUNE
10 YEAR COMPARISON**



**CITY OF CHERRY HILLS VILLAGE BUILDING DEPARTMENT
MONTHLY REPORT FOR
JUNE 1-30, 2016**

EXHIBIT C

	2016 YTD	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
I Residences													
Number Issued	10	0	2	4	2	2	0						
Project Valuation	\$17,253,615.00	\$0.00	\$1,575,000.00	\$7,500,000.00	\$3,739,615.00	\$4,440,000.00	\$0.00						
Bldg. Permits	\$172,536.15	\$0.00	\$15,750.00	\$75,000.00	\$37,386.15	\$44,400.00	\$0.00						
Reinspection/Investigation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Plan Check Fee	\$30,000.00	\$0.00	\$3,600.00	\$15,675.00	\$5,025.00	\$5,700.00	\$0.00						
Service Exp. Fee	\$88,677.20	\$0.00	\$11,516.30	\$43,099.10	\$19,695.50	\$14,366.30	\$0.00						
II Additions & Remodels/Alterations													
Number Issued	67	10	10	11	19	9	8						
Project Valuation	\$9,746,572.00	\$930,445.00	\$1,212,560.00	\$1,050,500.00	\$2,404,958.00	\$907,000.00	\$3,341,109.00						
Bldg. Permits	\$97,320.72	\$9,304.45	\$12,125.60	\$10,505.00	\$23,904.58	\$8,070.00	\$33,411.09						
Reinspection/Investigation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Plan Check Fee	\$23,850.00	\$3,900.00	\$3,300.00	\$3,000.00	\$7,350.00	\$3,000.00	\$3,300.00						
Service Exp. Fee	\$10,515.70	\$327.00	\$322.20	\$0.00	\$1,074.20	\$426.30	\$2,366.00						
III Accessory & Recreational													
Number Issued	30	4	5	3	9	5	4						
Project Valuation	\$1,941,749.81	\$151,735.00	\$186,700.00	\$590,385.00	\$735,063.00	\$146,000.00	\$131,866.81						
Bldg. Permits	\$19,437.50	\$1,617.35	\$1,877.00	\$5,903.85	\$7,350.63	\$1,460.00	\$1,328.67						
Reinspection/Investigation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Plan Check Fee	\$9,300.00	\$1,200.00	\$1,500.00	\$900.00	\$3,000.00	\$1,500.00	\$1,200.00						
Service Exp. Fee	\$4,464.40	\$232.80	\$345.60	\$850.80	\$2,555.20	\$0.00	\$480.00						
IV Other Bldgs, Structures, & Misc.													
Number Issued	181	22	22	31	41	34	31						
Project Valuation	\$3,599,901.65	\$230,122.42	\$513,746.00	\$887,111.61	\$749,216.00	\$724,693.10	\$496,012.52						
Bldg. Permits	\$35,755.67	\$2,122.72	\$4,921.46	\$8,961.77	\$7,512.66	\$7,226.94	\$5,010.12						
Reinspection/Investigation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Plan Check Fee	\$6,902.94	\$600.00	\$300.00	\$1,650.00	\$2,252.94	\$1,200.00	\$900.00						
Service Exp. Fee	\$228.00	\$0.00	\$0.00	\$134.40	\$93.60	\$0.00	\$0.00						
V Electrical													
Number Issued	106	16	14	21	25	18	12						
Project Valuation	\$975,528.00	\$83,150.00	\$132,135.00	\$196,030.00	\$357,435.00	\$117,828.00	\$88,950.00						
Reinspection/Investigation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Bldg. Permits	\$19,110.20	\$1,955.45	\$2,507.95	\$3,900.60	\$5,883.20	\$2,827.50	\$2,035.50						
Plan Check Fee	\$1,725.00	\$0.00	\$525.00	\$900.00	\$300.00	\$0.00	\$0.00						
VI Totals													
Number Issued	394	52	53	70	96	68	55						
Project Valuation	\$33,517,366.46	\$1,395,452.42	\$3,620,141.00	\$10,224,026.61	\$7,984,287.00	\$6,235,521.10	\$4,057,938.33						
Bldg. Permits	\$344,160.24	\$14,899.97	\$37,182.01	\$104,271.22	\$82,037.22	\$63,984.44	\$41,785.38						
Reinspection/Investigation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Plan Check Fee	\$71,777.94	\$5,700.00	\$9,225.00	\$22,125.00	\$17,927.94	\$11,400.00	\$5,400.00						
Service Exp. Fee	\$103,885.30	\$559.80	\$12,184.10	\$44,084.30	\$29,418.50	\$14,792.60	\$2,846.00						

Permit Listing - Monthly Report
Permits Issued

Grouped By: Permit Type (Asc)
Sorted By: Work Start (Asc)
Parameters: Date Issued Is between 6/1/2016 and 6/30/2016

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Accessory Structure

77009 246 Accessory Structure 2/19/16 6/1/16	11 LAYTON LN, ENGLEWOOD , CO	R-3 Council District 4 Layton Lane MLA	FERGUSON, MIKE / 303-406-8837 FERGUSON, MIKE / 303-406-8837 MIKE FERGUSON / 303-406-8837	5,867 / 366.00 6/1/16 / 12/1/17 Complete
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Description of Work: FIREPIT AND GRILL

77270 1986 Accessory Structure 6/8/16 6/16/16	44 GLENMOOR CT ENGLEWOOD, CO 80113-7119	R-3 Grudis	GROOTERS, DAN & JENNIFER / GROOTERS, DAN & JENNIFER / DESIGNSCAPES COLORADO / 303-358-7124 Active	50,000 / 862.50 6/16/16 / 12/16/17
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Description of Work: FIREPIT/ PATIO

77216 664 Accessory Structure 5/13/16 6/21/16	3 SEDGWICK DR ENGLEWOOD, CO 80113-4104	R-2 Devonshire Heights Amnd	GROENE INVESTMENT / GROENE INVESTMENT / TANGORA DESIGN BUILD LLC / 720-732-988 Active	1,000 / 321.25 6/2/16 / 12/2/17
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Description of Work: GAS FIRE PIT

77294 167 Accessory Structure 6/22/16 6/30/16	9 SOUTH LN ENGLEWOOD, CO 80113-7022	R-3 Council District 4	RESIG, SCOTT / 303-818-4028 RESIG, SCOTT / 303-818-4028 MOUNTAIN MACK CONSTRUCTION / 303-82 Active	75,000 / 1,623.75 6/30/16 / 12/20/17
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Description of Work: CONSTRUCTION OF CONCRETE POOL

Total Permits Issued (Accessory Structure) : 4 Total Cost: 131,866.81 Total Fees: 3,173.50

Permit Listing - Monthly Report

Permits Issued

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Berm

77203 Berm 5/10/16	2479 4300 S HIGH ST ENGLEWOOD, CO 80113	Council District 4	4300 S HIGH ST / 303-877-1969 ESSIN, WILL / 303-877-1969 DESIGNS BY SUNDOWN / 303-789-4400	2,200 / 324.75 6/13/16 / 9/13/16 Active
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Description of Work: BERMING AND ADDITIONAL DRAINAGE INFO

Total Permits Issued (Berm) : 1

Total Cost: 2,200.00

Total Fees: 324.75

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
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 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Building Permit - Other				
77244 148 Building Permit - Other 5/26/16	15 SOUTH LN ENGLEWOOD, CO 80113-7022	R-3	MURPHY, TOM AND JEANINE / 303-810-0714 MURPHY, TOM AND JEANINE / 303-810-0714 SQUIBB ESTATES / 303-587-5168	15,000 / 468.75 6/2/16 / 12/2/17 Active
Description of Work: REWORK ROOF TO PREVENT FUTURE WATER DAMAGE.ADD FRONT ENTRY.LESS THAN 32 SQ FT OF DRYWALL REMOVAL.				
77262 240 Building Permit - Other 6/6/16	1 STERLING AVE ENGLEWOOD, CO 80113-7040	R-4 Council District 1 Chry Vale Acrs Flng 4	FITZPATRICK, ROBERT / FITZPATRICK, ROBERT / ROBERT FITZPATRICK /	100 / 20.00 6/6/16 / 12/6/17 Active
Description of Work: 4 X 12 CONCRETE PAD FOR CHILLER				
77263 705 Building Permit - Other 6/7/16	46 SEDGWICK DR ENGLEWOOD, CO 80113-4110	R-2	KATKIN, ELIZABETH / 720-412-6130 KATKIN, ELIZABETH / 720-412-6130 APEX PLUMBING INC / 303-215-1348	3,100 / 34.88 6/7/16 / 12/7/17 Complete
Description of Work: SEWER LINE REPAIR IN YARD UP TO 10 FT OF PIPE				
77264 1773 Building Permit - Other 6/7/16	57 CHARLOU CIR ENGLEWOOD, CO 80111-1102	R-3	WARREN, GAY S & ROBERT / WARREN, GAY S & ROBERT / DIG BOSS / 303-856-7476	4,475 / 50.34 6/7/16 / 12/7/17 Complete
Description of Work: SEWER LINE REPAIR IN PROPERTY INSTALLING A SET OF CLEAN OUTS, 10 FEET LONG				
77255 979 Building Permit - Other 6/2/16	4951 SANFORD CIR W ENGLEWOOD, CO 80113-5128	R-4	GENTRY, ESRA AND TIM / 720-810-4153 GENTRY, ESRA AND TIM / 720-810-4153 RICH TODD ENTERPRISES INC / 303-210-36	1,000 / 320.00 6/8/16 / 12/8/17 Active
Description of Work: INSTALL 1 SKY LIGHT IN MASTER BATH 24 X 48. 1 SKY LIGHT IN HALL USE EXISTING FRAMING. INSULATE SIDE WALLS AROU				
77266 2240 Building Permit - Other 6/8/16	2 FIELDSTONE TRL ENGLEWOOD, CO 80113-4124	R-3A	SHAW, MICHAEL & SUZANNE / 303-638-6571 SHAW, MICHAEL & SUZANNE / 303-638-6571 HORIZON MECHANICAL / 303-346-3466	12,473 / 140.32 6/8/16 / 12/8/17 Complete
Description of Work: REPLACE FURNACE 90% 80K BTU				
77274 1363 Building Permit - Other 6/9/16	3901 S BIRCH ST ENGLEWOOD, CO 80113-5031	R-5	ROGERS, JONATHAN / 720-987-6983 ROGERS, JONATHAN / 720-987-6983 GOLDEN WEST PLUMBING & HEATING / 303-	7,000 / 78.75 6/9/16 / 12/9/17 Complete
Description of Work: A/C REPLACEMENT				
77277 240 Building Permit - Other 6/10/16	1 STERLING AVE ENGLEWOOD, CO 80113-7040	R-4 Council District 1 Chry Vale Acrs Flng 4	FITZPATRICK, ROBERT / FITZPATRICK, ROBERT / ROBERT FITZPATRICK /	1,200 / 20.00 6/10/16 / 12/10/17 Active
Description of Work: RINK COOLER				

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
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 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77282 345 Building Permit - Other 6/15/16 6/15/16	20 CHERYMOOR DR ENGLEWOOD, CO 80113-6002	R-3 Council District 1 Chrymoor South	GORDON, JAMES P / GORDON, JAMES P / WHEELER'S PLUMBING HEATING AND COOL Complete	9,393 / 105.67 6/15/16 / 12/15/17
Description of Work: REPLACE FURNACE 150K BTU 80%, AND A/C UNIT 5 TON				
77284 2487 Building Permit - Other 6/16/16 6/16/16	4 CHERRY HILLS FARM CT ENGLEWOOD, CO 80113		CHERRY HILLS FARM CT LLC / 303-783-8661 CHERRY HILLS FARM CT LLC / 303-783-8661 CASTILLO EXCAVATING INC / 303-909-4652	5,074 / 57.08 6/16/16 / 12/16/17 Void
Description of Work: SEWER SERVICE LINE NEW INSTALLMENT WITH CLEAN OUT, 100 FT, IN PROPERTY ONLY				
77287 1509 Building Permit - Other 6/17/16 6/17/16	6157 E PRINCETON AVE ENGLEWOOD, CO 80111-1034	R-4	HAYWOOD, JOHN / 919-452-4780 HAYWOOD, JOHN / 919-452-4780 HORIZON MECHANICAL / 303-346-3466	9,355 / 105.24 6/17/16 / 12/17/17 Active
Description of Work: FURNACE AND A/C REPLACEMENT				
77289 2011 Building Permit - Other 6/21/16 6/22/16	4951 S FAIRFAX ST LITTLETON, CO 80121-2017	R-1 Council District 5 Clark Colony	FARRELL, TIMOTHY / 303-740-8203 FARRELL, TIMOTHY / 303-740-8203 BILL SMITH PLUMBING & HEATING / 303-781-9165	18,894 / 212.56 6/22/16 / 12/22/17 Active
Description of Work: REPLACE EXISTING FURNACE AND AIR CONDITIONING IN THE ATTIC. MOVE WATER HEATER INTO A CLOSET. MOVING CO				
77292 1900 Building Permit - Other 6/22/16 6/22/16	97 GLENMOOR LN ENGLEWOOD, CO 80113-7123	R-3 Council District 3	TANABE, CHARLES / 303-781-9165 TANABE, CHARLES / 303-781-9165 COFFMAN/B&F HEATING & AC INC / 303-421-Active	7,816 / 87.93 6/22/16 / 12/22/17
Description of Work: INSTALL 135K BTU FURNACE				
77301 825 Building Permit - Other 6/29/16 6/29/16	5315 NASSAU CIR E ENGLEWOOD, CO 80113-5102	R-4	KERSTEIN, JO ANN / KERSTEIN, JO ANN / PELLA WINDOWS & DOORS / 303-253-0150	27,717 / 311.82 6/29/16 / 12/19/17 Active
Description of Work: REPLACING 11 WINDOWS LIKE FOR LIKE SIZE FOR SIZE. U FACTOR .29, .28				
77305 312 Building Permit - Other 6/30/16 6/30/16	5 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3 Council District 2	GRASMICK, JERRY J & VICTORIA C / GRASMICK, JERRY J & VICTORIA C / APPLEWOOD PLUMBING & HEATING CO / 3 Active	4,353 / 48.97 6/30/16 / 12/30/17
Description of Work: REPLACE WATER HEATER W/ 50 GALLON 65K BTU UNIT				
77306 312 Building Permit - Other 6/30/16 6/30/16	5 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3 Council District 2	GRASMICK, JERRY J & VICTORIA C / GRASMICK, JERRY J & VICTORIA C / APPLEWOOD PLUMBING & HEATING CO / 3 Active	10,252 / 115.34 6/30/16 / 12/30/17
Description of Work: REPLACE A/C WITH 2.5 TON 13 SEER UNIT W/BASIC ELECTRICAL HOOKUP				

Total Permits Issued (Building Permit - Other) : 16 Total Cost: 137,201.96 Total Fees: 2,177.65

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
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 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Demo

77252 710	5 TAMARAC LN ENGLEWOOD, CO 80113-4920	R-1 Council District 2 Smith's Gardens 2nd Flng	TAMARAC LANE LLC / 303-748-4195 TAMARAC LANE LLC / 303-748-4195 PBM EXCAVATING / 303-979-0880	28,000 / 315.00 6/1/16 / 12/1/17 Complete
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Description of Work: DEMO EXISTING HOUSE AND ATTACHED GARAGE

Total Permits Issued (Demo) : 1

Total Cost: 28,000.00

Total Fees: 315.00

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Electrical				
77250 1483 Electrical 6/1/16	5730 E PRINCETON AVE ENGLEWOOD, CO 80111-1027	R-4 Council District 5	BURGAYNE, NICK / 415-939-0684 BURGAYNE, NICK / 415-939-0684 J & A ELECTRIC / 303-809-5719	2,000 / 55.00 6/1/16 / 12/1/17 Active
Description of Work: REWIRE ENTIRE UPSTAIRS OF HOUSE. 10 NEW POWER CIRCUITS. 4 NEW LIGHTING CIRCUITS.				
77251 1468 Electrical 6/1/16	5781 E NASSAU PL ENGLEWOOD, CO 80111-1021	R-4	ELLSWORTH, ANDREA AUTREY / ELLSWORTH, ANDREA AUTREY / BRANT ELECTRIC / 720-641-2189	4,200 / 108.75 6/1/16 / 12/1/17 Active
Description of Work: WIRE ADDITION AND REWIRE MUDROOM				
77260 587 Electrical 6/6/16	2125 E GRAND AVE ENGLEWOOD, CO 80113-7136	R-3 Council District 1 Chry Hls Farm West	BUCKLEY, JOHN E & PATRICIA S / BUCKLEY, JOHN E & PATRICIA S / BRANT ELECTRIC / 720-641-2189	2,000 / 55.00 6/6/16 / 12/6/17 Active
Description of Work: WIRE OF HOT TUB				
77275 978 Electrical 6/9/16	5330 SANFORD CIR E ENGLEWOOD, CO 80113-5144	R-4	PATSCH, AARON / PATSCH, AARON / THE ELECTRIC COMPANY / 303-663-7304	6,000 / 130.50 6/9/16 / 12/9/17 Active
Description of Work: ELECTRICAL FOR KITCHEN REMODEL				
77280 620 Electrical 6/15/16	3751 S GILPIN ST ENGLEWOOD, CO 80113-4012	R-1	KOELBEL, SHERRILL / 303-300-8800 KOELBEL, SHERRILL / 303-300-8800 BRANT ELECTRIC / 720-641-2189	10,000 / 217.50 6/15/16 / 12/15/17 Active
Description of Work: WIRE POOL AND POOL HOUSE				
77283 1219 Electrical 6/15/16	4101 S COLORADO BLVD ENGLEWOOD, CO 80113-5039	R-1 Council District 2 Smith's Gardens	DILLENBERG, MARTHA / 303-947-1509 DILLENBERG, MARTHA / 303-947-1509 ADVANTAGE ELECTRIC / 303-430-1050	2,500 / 65.25 6/15/16 / 12/15/17 Active
Description of Work: RUN POWER FOR 2 FRONT COLUMN LIGHTS. RUN POWER FOR LANDSCAPE LIGHTS AND WATER FEATURE.				
77286 1782 Electrical 6/17/16	52 CHARLOU CIR ENGLEWOOD, CO 80111-1103	R-3	BURNS, JUSTIN / 541-374-4236 BURNS, JUSTIN / 541-374-4236 MZ ELECTRIC CO / 720-532-4956	10,000 / 217.50 6/17/16 / 12/17/17 Active
Description of Work: ELECTRICAL FOR KITCHEN REMODEL AND POOL EQUIPMENT				
77293 1358 Electrical 6/22/16	4203 S BELLAIRE CIR ENGLEWOOD, CO 80113-5030	R-4	GROSSMAN, ERIC A & / GROSSMAN, ERIC A & / L&D ELECTRIC LLC / 720-272-1288	4,000 / 87.00 6/22/16 / 12/22/17 Active
Description of Work: ELECTRIC FOR KITCHEN REMODEL				

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
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 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77296 216 Electrical 6/24/16	4701 S DOWNING ST ENGLEWOOD, CO 80113-5917	R-3 Chry Hls Farm Flng 1	RICHARDSON, JASON AND JACKIE / RICHARDSON, JASON AND JACKIE / JEB ELECTRIC INC /	37,500 / 826.50 6/24/16 / 12/24/17 Active
Description of Work: ELECTRICAL FOR REMODEL				
77297 286 Electrical 6/27/16	1620 E LAYTON DR ENGLEWOOD, CO 80113-7000	R-1	MOLLER, GEORGE D & NIKKI C / MOLLER, GEORGE D & NIKKI C / IDEAL ELECTRIC INC / 303-307-4949	4,000 / 87.00 6/27/16 / 12/27/17 Active
Description of Work: ELECTRICAL FOR KITCHEN REMODEL				
77302 692 Electrical 6/29/16	13 SEDGWICK DR ENGLEWOOD, CO 80113-4104	R-2 Council District 2 Devonshire Heights Amnd	FRIEDRICHSEN, ERIC / 303-808-6092 FRIEDRICHSEN, ERIC / 303-808-6092 A R&R ELECTRIC / 303-981-3601	750 / 55.00 6/29/16 / 12/29/17 Active
Description of Work: TEMP METER				
77303 392 Electrical 6/29/16	4411 S HIGH ST ENGLEWOOD, CO 80113-6012	R-1 Cantitoe	SHINGARA, MAX / 719-761-7977 SHINGARA, MAX / 719-761-7977 PROMISE ELECTRIC / 303-547-4016	6,000 / 130.50 6/29/16 / 12/29/17 Active
Description of Work: INSTALLING NEW WIRES AND INSTALLING NEW CAN LIGHTS				

Total Permits Issued (Electrical) : 12

Total Cost: 88,950.00

Total Fees: 2,035.50

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Fence/Wall/Gate				
77249 240 Fence/Wall/Gate 5/31/16 6/3/16	1 STERLING AVE ENGLEWOOD, CO 80113-7040	R-4 Council District 1 Chry Vale Acrs Flng 4	FITZPATRICK, ROBERT / FITZPATRICK, ROBERT / ROBERT FITZPATRICK /	1,200 / 20.00 6/3/16 / 12/3/17 Active
Description of Work: RETAINING WALL, 6 INCH HIGH, 8 INCH THICK, 17'2" FROM PROPERTY LINE				
77265 1383 Fence/Wall/Gate 6/7/16 6/8/16	951 E OXFORD LN ENGLEWOOD, CO 80113-4856	R-3	DONNA BLOUNT-NEWMYER REVOC / DONNA BLOUNT-NEWMYER REVOC / SPLIT RAIL FENCE CO / 303-548-7585	5,120 / 57.60 6/8/16 / 12/8/17 Active
Description of Work: REPLACE EXISTING FENCE WITH 6 FOOT CEDAR FENCE				
77269 2475 Fence/Wall/Gate 6/8/16 6/9/16	4350 S HIGH ST ENGLEWOOD, CO 80113	R-1 Highline Mdws in Chry Hls	JOHNSON, TIM / 303-523-9887 JOHNSON, TIM / 303-523-9887 AJ KIRKEGUARD CONTRACTORS INC / 303-Active	36,000 / 405.00 6/9/16 / 12/9/17 Active
Description of Work: FENCE WITH FOUR GATES				
77279 1416 Fence/Wall/Gate 6/14/16 6/14/16	4440 S CLARKSON ST ENGLEWOOD, CO 80113-5905	R-3	GALLAGHER, MICHAEL J & ANN E / GALLAGHER, MICHAEL J & ANN E / GALLAGHER, MICHAEL J & ANN E /	1,500 / 20.00 6/14/16 / 12/14/17 Active
Description of Work: REBUILD PORTION OF LATTICE FENCE- 25% OR LESS				
77288 1114 Fence/Wall/Gate 6/17/16 6/20/16	3770 S ALBION ST ENGLEWOOD, CO 80113-4207	R-2	FANALE, CHRISTOPHER / 303-489-0550 FANALE, CHRISTOPHER / 303-489-0550 COLORADO PREMIER GARAGE DOOR AND (Active	14,909 / 167.73 6/20/16 / 12/20/17 Active
Description of Work: DRIVEWAY GATE,SLIDING, ELECTRIC OPERATOR				

Total Permits Issued (Fence/Wall/Gate) : 5 Total Cost: 58,729.10 Total Fees: 670.33

Permit Listing - Monthly Report

Permits Issued

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 2450 E. Quincy Avenue
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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Interior Remodel

77242 1333 Interior Remodel 5/26/16 6/10/16	3900 S COLORADO BLVD ENGLEWOOD, CO 80113-5038	R-1	TAYLOR, JIM / 303-570-1372 TAYLOR, JIM / 303-570-1372 MONTARE BUILDERS / 303-880-7578	350,000 / 4,521.90 6/10/16 / 12/10/17 Active
Description of Work: INTERIOR REMODEL				
77276 433 Interior Remodel 6/10/16 6/16/16	4765 S CLAYTON CT ENGLEWOOD, CO 80113-7108	R-3	JANI, JAMES E & / JANI, JAMES E & / LIFEHOUSE CONSTRUCTION / 303-921-9922	55,000 / 918.75 6/16/16 / 12/16/17 Active
Description of Work: KITCHEN REMODEL, LIMITED WORK IN FAMILY ROOM AND DINING ROOM.				
77281 1201 Interior Remodel 6/15/16 6/21/16	4215 S BELLAIRE CIR ENGLEWOOD, CO 80113-5030	R-4	GERSHAN, BRAD&ALI / GERSHAN, BRAD&ALI / MALIBU REMODELING / 720-933-6947	100,000 / 1,425.00 6/21/16 / 12/21/17 Active
Description of Work: KITCHEN REMODEL, MOVE LAUNDRY				
77291 2222 Interior Remodel 6/21/16 6/28/16	4411 S LAFAYETTE ST ENGLEWOOD, CO 80113-5943	R-3	WILSON, ALLISON / 970-309-0921 WILSON, ALLISON / 970-309-0921 JONES CUSTOM BUILDERS / 303-321-2718	50,000 / 1,050.00 6/28/16 / 12/28/17 Active
Description of Work: FINISH EXISTING BASEMENT				
77299 392 Interior Remodel 6/28/16 6/30/16	4411 S HIGH ST ENGLEWOOD, CO 80113-6012	R-1 Cantitoe	SHINGARA, MAX / 719-761-7977 SHINGARA, MAX / 719-761-7977 MAX SHINGARA / 719-761-7977	50,000 / 862.50 6/30/16 / 12/30/17 Active
Description of Work: INTERIOR MAKE OVER				

Total Permits Issued (Interior Remodel) : 5 Total Cost: 605,000.00 Total Fees: 8,778.15

Permit Listing - Monthly Report

Permits Issued

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
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Minor Addition

77254 875 Minor Addition 6/1/16 6/8/16	5235 E PRINCETON AVE ENGLEWOOD, CO 80113-5021	R-4	WOODEN, DIEDRE / WOODEN, DIEDRE / ELEMENT CUSTOM BUILDERS / 303-881-804	55,000 / 1,488.85 6/8/16 / 12/8/17 Active
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Description of Work: NEW ONE STORY ADDITION APPROXIMATELY 165 SQ FT. INFILL EXISTING BREEZEWAY WITH NEW GARAGE.

77217 86 Minor Addition 5/13/16 6/15/16	4 CHERRY VALE DR ENGLEWOOD, CO 80113-7029	R-4 Council District 1	ANDERSON, GARY / ANDERSON, GARY / NEWMYER CONSTRUCTION INC / 303-806-6	2,500,000 / 29,898.60 6/15/16 / 12/15/17 Active
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Description of Work: REWORK SOME INTERIOR. NEW ADDITIONS AT FRONT ENTRY, STORAGE, 2ND FLOOR ADDITION AND OUTDOOR PATIO

77295 743 Minor Addition 6/23/16 6/30/16	22 SEDGWICK DR ENGLEWOOD, CO 80113-4110	R-2	QUEENAN, KATIE / 720-844-6976 QUEENAN, KATIE / 720-844-6976 TINKER HOMES / 303-868-1077	181,109 / 3,025.38 6/30/16 / 12/30/17 Active
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Description of Work: 431 SQ FOOT REMODEL, ADD THREE DORMERS

Total Permits Issued (Minor Addition) : 3 Total Cost: 2,736,109.00 Total Fees: 34,412.83

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Roof				
77257 956 Roof 6/6/16	5236 E PRINCETON AVE ENGLEWOOD, CO 80113-5022	R-4	DICARLO, MOLLY O & JOSHUA B / DICARLO, MOLLY O & JOSHUA B / HORN BROTHERS ROOFING / 720-930-9097	24,000 / 270.00 6/6/16 / 12/6/17 Active
Description of Work: REMOVE WOOD SHAKES INSTALL DAVINCI 5/12 PITCH 42 SQ. NO INCREASE IN WEIGHT.				
77258 525 Roof 6/6/16	4993 S ELIZABETH CIR ENGLEWOOD, CO 80113-7160	R-3 Council District 1 Chry Hls Farm Flng 2	CULLEN, THOMAS A & STACY M / 303-757-2; CULLEN, THOMAS A & STACY M / 303-757-2; HORN BROTHERS ROOFING / 720-930-9097	40,000 / 450.00 6/6/16 / 12/6/17 Active
Description of Work: REMOVE WOOD SHAKES INSTALL STONE COATED METAL 7/12 PITCH 57 SQ. WEIGHT NOT INCREASING.				
77259 1548 Roof 6/6/16	4455 S HOLLY ST ENGLEWOOD, CO 80111-1142	R-1 Council District 2	MCDERMOTT, ROBERT F JR & / MCDERMOTT, ROBERT F JR & / GOLD STAR PREMIUM ROOF / 720-377-5487	60,000 / 675.00 6/6/16 / 12/6/17 Active
Description of Work: REPLACE WOOD SHAKES WITH WOOD SHAKES				
77261 1969 Roof 6/6/16	10 CHERRY HILLS DR ENGLEWOOD, CO 80113-4812	R-2 Council District 2 McClintock Amnd	FRIEDMAN, BARBARA BOUTELL / FRIEDMAN, BARBARA BOUTELL / WILSON BROTHERS INC / 303-294-9535	6,120 / 68.85 6/6/16 / 12/6/17 Active
Description of Work: REROOF. NO WEIGHT CHANGE.				
77272 1883 Roof 6/9/16	31 GLENMOOR DR ENGLEWOOD, CO 80113-7115	R-3	HARVEY, MARC A / HARVEY, MARC A / ALLIANCE ROOFING INC / 720-859-1200	31,428 / 353.56 6/9/16 / 12/9/17 Active
Description of Work: REROF TEAR OFF SHAKE AND REPLACE WITH TILE. ENGINEER LETTER RECEIVED.				
77273 1213 Roof 6/9/16	4600 E OXFORD PL ENGLEWOOD, CO 80113-5042		BACON & PETER SUTHERLAND, TERESA / BACON & PETER SUTHERLAND, TERESA / ELITE ROOFING / 303-587-8393	30,333 / 341.37 6/9/16 / 12/9/17 Active
Description of Work: REROOF. NO INCREASE IN WEIGHT.				
77298 269 Roof 6/27/16	1655 E LAYTON DR ENGLEWOOD, CO 80113-7000	R-1	MORELAND, W DOUGLAS & CAROL C / MORELAND, W DOUGLAS & CAROL C / K1 ROOFING AND RESTORATION / 303-953-	68,000 / 765.00 6/27/16 / 12/27/17 Active
Description of Work: REROOF TILE TO TILE				
77300 1291 Roof 6/28/16	4000 S BELLAIRE ST ENGLEWOOD, CO 80113-5028	R-5	GUSMAN, CARRIE / 720-231-2775 GUSMAN, CARRIE / 720-231-2775 ALL AROUND ROOFING AND EXTERIORS /	10,000 / 112.50 6/28/16 / 12/28/17 Active
Description of Work: REROOF. NO WEIGHT INCREASE				

Permit Listing - Monthly Report
Permits Issued

Cherry Hills Village, CO
 2450 E. Quincy Avenue
 Phone : (303) 789-2541
 Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
--------------------------------------------------------------	--------------------------------------	---------------------------------------------	----------------------------------------------------------------------	-------------------------------------------------------

Total Permits Issued (Roof) : 8

Total Cost: 269,881.46

Total Fees: 3,036.28

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
--------------------------------------------------------------	--------------------------------------	---------------------------------------------	----------------------------------------------------------------------	-------------------------------------------------------

Total Permits Issued : 55 Total Cost: 4,057,938.33 Total Fees: 54,923.99

Inspection Summary by Type

Inspection Date Is between 6/1/2016 and 6/30/2016

Name	Activity	Count
Cesarina Dancy	Inspection - Permit	23
Gary Pastore	Inspection - Permit	156
Rich Beckman	Inspection - Permit	172

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Item 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: MICHELLE TOVREA, POLICE CHIEF

SUBJECT: JUNE REPORT

DATE: JULY 19, 2016

On June 1st the Department conducted its first faith based group meeting. All of the churches in the Village were invited to attend. We had 11 folks join us at the Joint Public Safety Facility Community Room for some pizza and conversation. Sergeant Balafas gave a presentation (she did a great job) and we hope to continue to develop partnerships with this group. The attendees commented that this was the first time CHV had conducted such a meeting, which gave them the opportunity to share contact information.

As you are all aware Police Clerk Sarah Henderson has announced her resignation from CHVPD in August. Mr. Paul McCarthy, our new clerk, has been in training with Ms. Henderson and the progress has been excellent.

The Department completed two "mini" in-service days for emergency driving in June. Sergeant Wood did an excellent job going over some case law, pursuit policy and felony traffic stops. Our hiring process continues, unfortunately two candidates accepted job offers from larger agencies. We are continuing the process and have one candidate in the background phase at this time.

The PD completed the 2016 Seat Belt Grant cycle. Officer Stremel organized and coordinated the grant. Seven officers worked five hour shifts for a combined total of 40 hours in May and the first part of June. Twenty-two citations were issued, 15 of which were for seat belt violations. Our grant was for \$2200.00 and we used \$1929.87 of the funding.

Lastly, I was honored to be a presenter at a safety seminar for the "Women of AT&T" at the DTC. We discussed personal safety and the group was given the opportunity to ask questions. The organizers were very happy with the topic and group participation.

Investigations Case Summary:

There were 4 theft reports in the month of June:

- In the first, the victim stated that she believed a contractor she recently hired stole an unused iPhone 6S from a closet in her home. The value of the stolen cell phone is estimated at \$1000.00. **This case is inactive – no new leads.**
- In the second, the victim stated that someone stole his iPhone 6S and a BMW car key fob from the locker room of a local school. **This case is inactive – no new leads.**
- In the third, the victim stated that she left her iPhone on the bench of the locker room of a local school and upon returning to the locker room, the victim discovered the iPhone was missing. The victim had already notified the cell phone provider and inactivated the cellphone. **This case is inactive – no new leads.**
- In the fourth, the reporting party stated that someone at the Glenmoor Country Club took multiple flags pins as well as several tee box markers. The value of the stolen items is \$2350.00. **This case remains under investigation.**

There was 1 trespass of a building report in the month of June:

- In the first, the victim stated that someone gained access to their garage through an unlocked door where the individual gained entry into an unlocked vehicle in the garage. Nothing was reported taken from the vehicle or the garage. **This case is inactive – no new leads.**

There was 1 vehicle trespass report in the month of June:

- The victim reported that she left her purse, containing her wallet and car keys, on the front seat of her unlocked vehicle to view a residence that was for sale. Upon returning to the vehicle, the victim discovered that the purse was missing from the vehicle. The value of the stolen items is estimated at \$2,000.00. **This case is inactive – no new leads.**

There was 1 burglary report in the month of June:

- The reporting party stated that they observed the back door to their neighbor's residence to be open and their neighbors were out of the country on vacation. Upon arrival at the residence, officers discovered that the back door had been forced open and that several rooms appeared to have been ransacked. The investigation later disclosed that several of the items taken were of a very sentimental nature taken by a family member. **This case is closed – the victims elected not to pursue charges in this incident.**

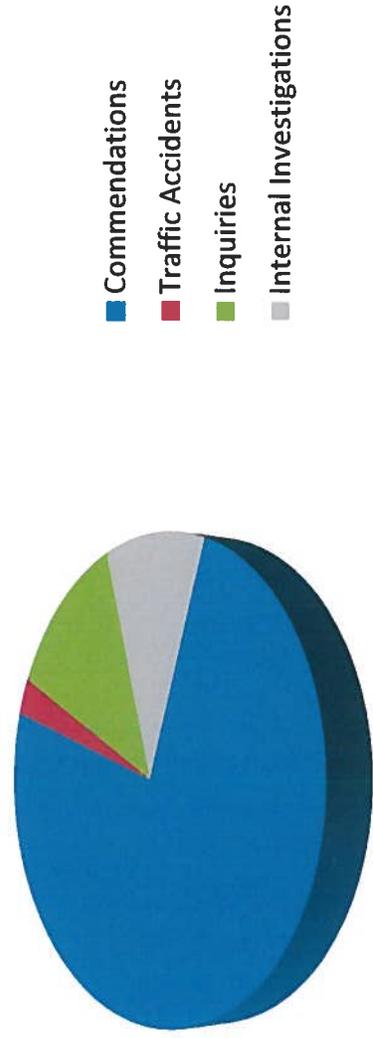
There was 1 drug possession report in the month of June:

- During routine patrol, an officer observed a vehicle parked in a No Parking zone and upon contacting the vehicle's occupants, he discovered what appeared to be a controlled substance underneath the driver's seat in the vehicle. The driver of the vehicle was arrested and jailed on multiple drug charges. **This case was cleared by arrest.**

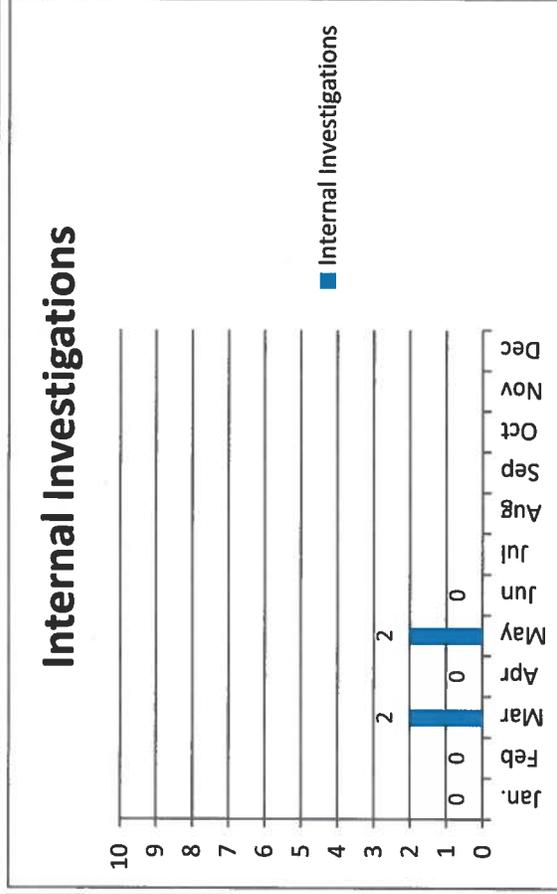
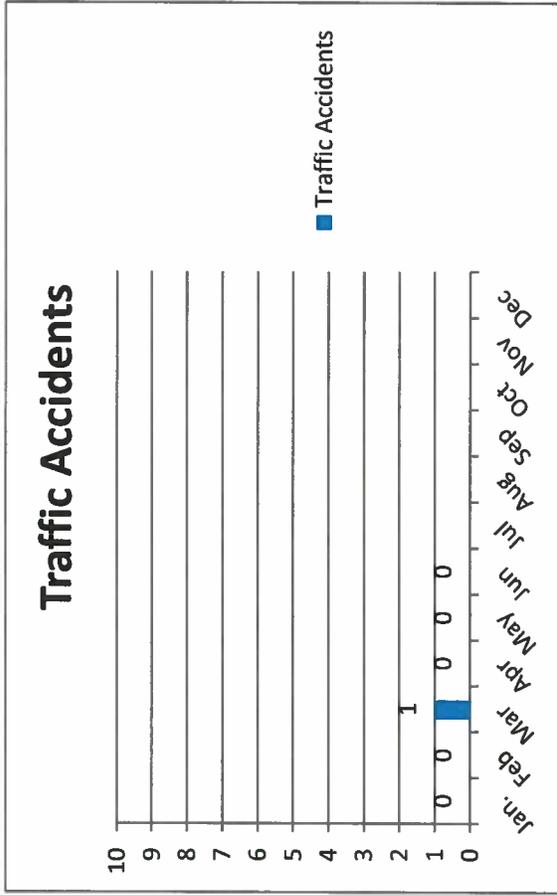
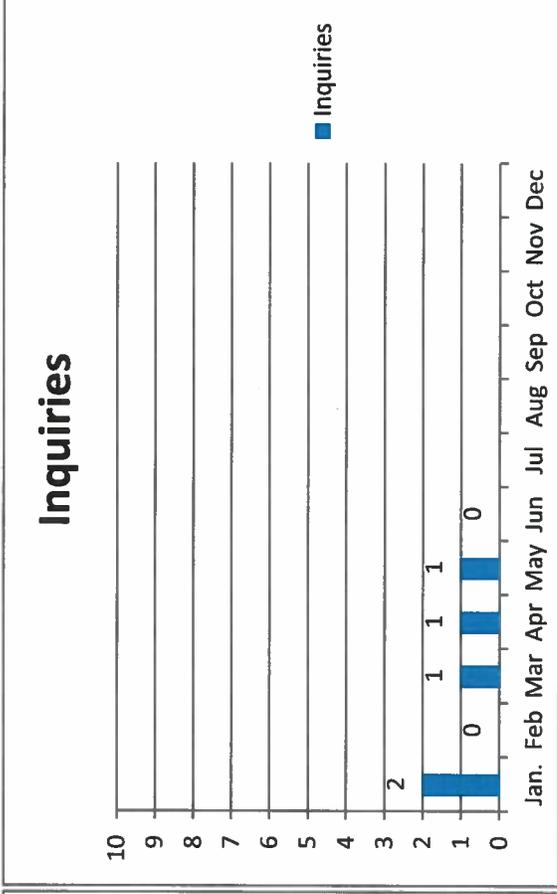
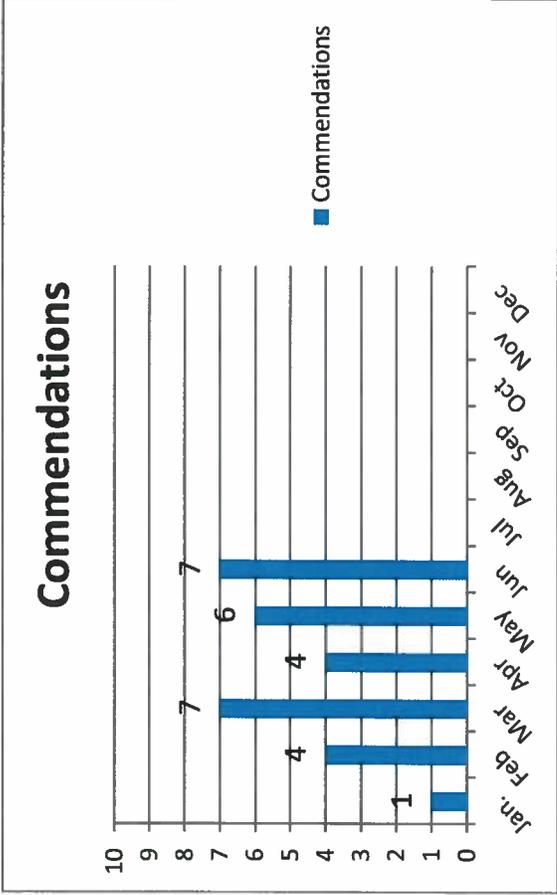
Cherry Hills Village Police Personnel Summary Report 2016

Month	Commendations	Traffic Accidents	Inquiries	Internal Investigations
Jan.	1	0	2	0
Feb	4	0	0	0
Mar	7	1	1	2
Apr	4	0	1	0
May	6	0	1	2
Jun	7	0	0	0
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Year to Date	29	1	5	4

Year to Date

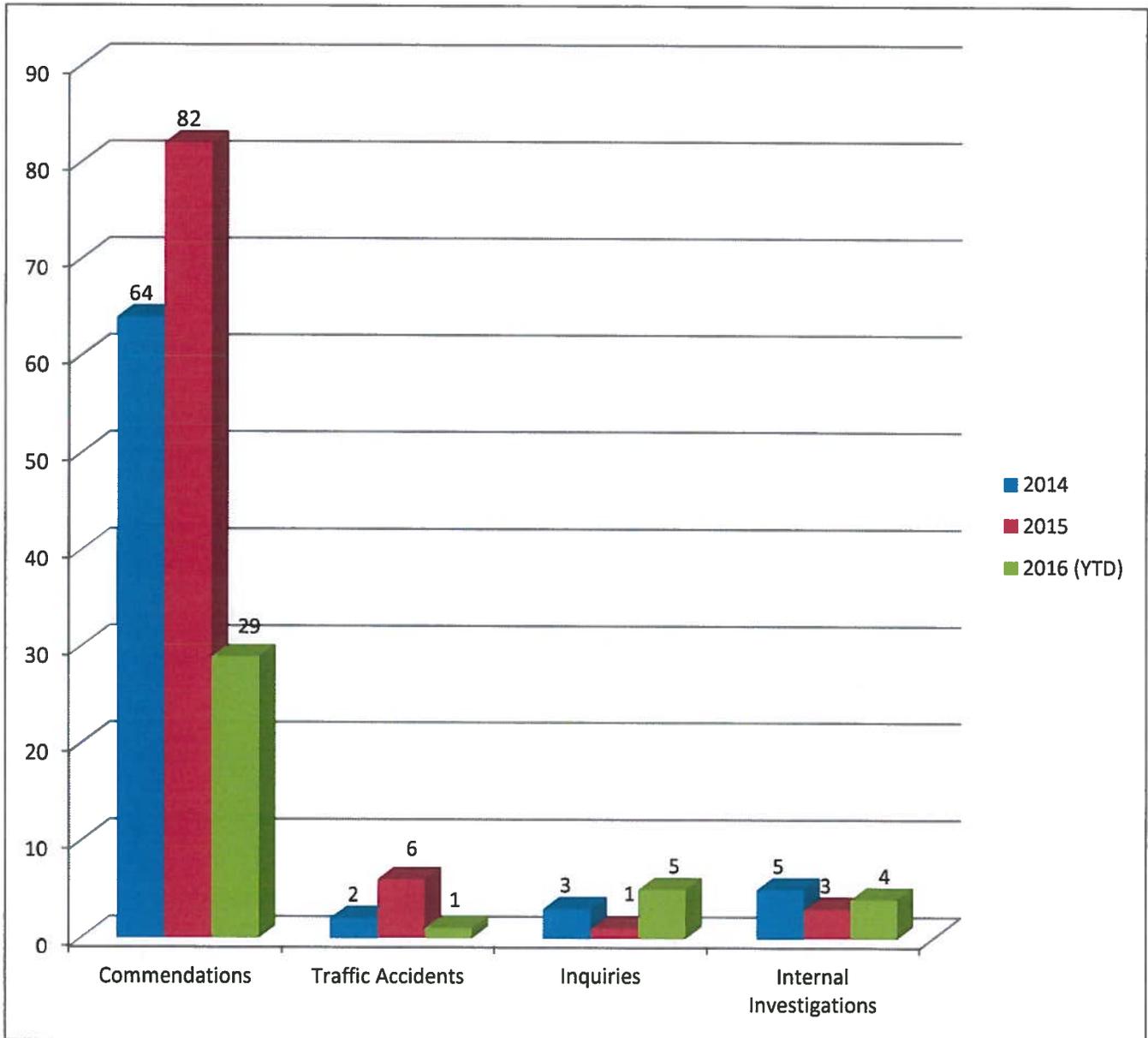


Cherry Hills Village Police Personnel Summary Report 2016



Cherry Hills Village Police Personnel Summary Comparison

Year	Commendations	Traffic Accidents	Inquiries	Internal Investigations
2014	64	2	3	5
2015	82	6	1	3
2016 (YTD)	29	1	5	4

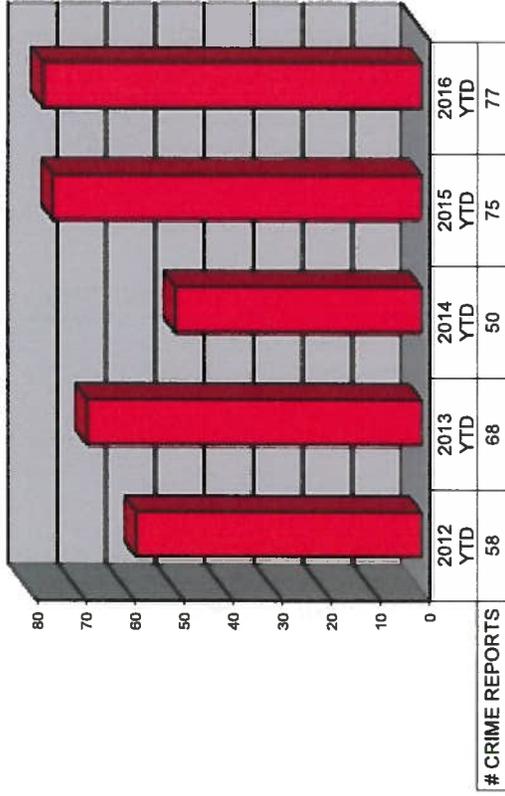


CHERRY HILLS POLICE DEPARTMENT STATISTICS

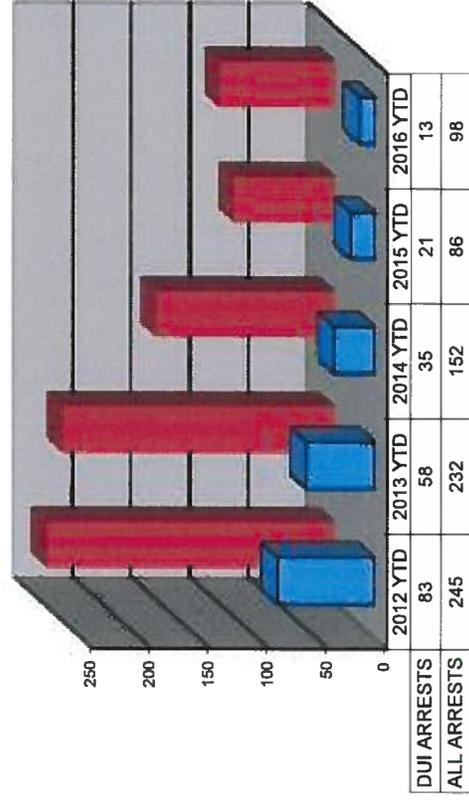
	Jun 2016	YEAR TO DATE 2016	YEAR TO DATE 2015	PERCENT CHANGE
TRAFFIC ACCIDENT	26	129	140	-8%
ALL CITATIONS	198	1335	1574	-15%
PARKING TICKETS	10	84	78	8%
TRAFFIC WARNINGS	129	862	692	25%
DUI ARRESTS	1	13	21	-38%
DUS ARRESTS	6	54	56	-4%
# CRIME REPORTS	8	77	75	3%
# ALARMS	45	226	240	-6%
# ARRESTS (INCLUDES DUI'S & DUS's)	9	98	86	14%
CITIZEN ASSISTS	17	75	72	4%
ASSIST TO OTHER AGENCY	17	95	110	-14%
PROPERTY CHECKS (HW&BLDG)	1675	11412	7358	55%
CRIME PREVENTION NOTICES	23	186	301	-38%
FIELD INTERVIEW CARDS	6	49	41	20%

CHERRY HILLS VILLAGE / YEAR-TO-DATE THROUGH JUNE (2012-2016)

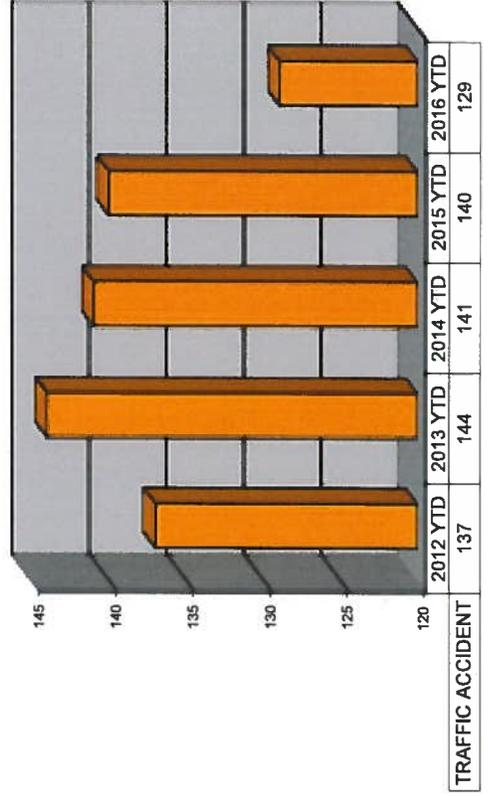
CRIME REPORTS



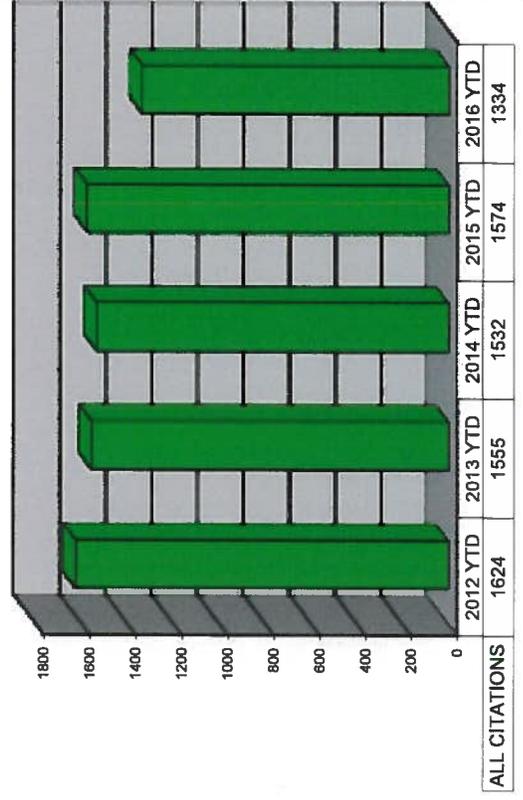
ARRESTS



TRAFFIC ACCIDENTS



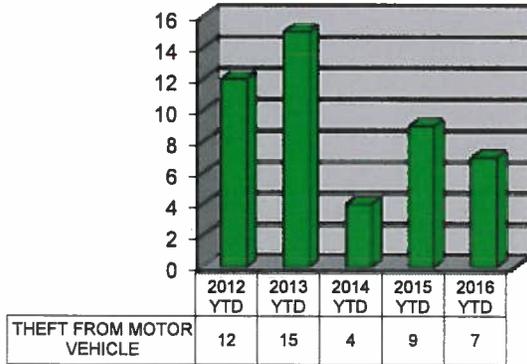
CITATIONS



Cherry Hills Village Crime Statistics

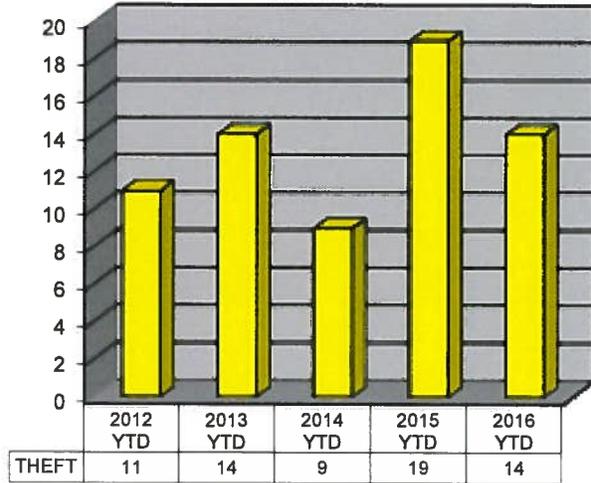
YEAR-TO-DATE THROUGH JUNE (2012-2016)

THEFT FROM MOTOR VEHICLE



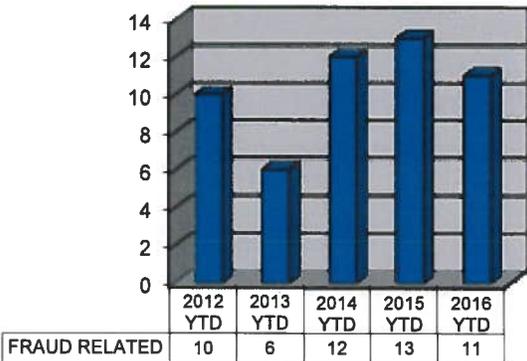
THEFT FROM MOTOR VEHICLE

THEFT



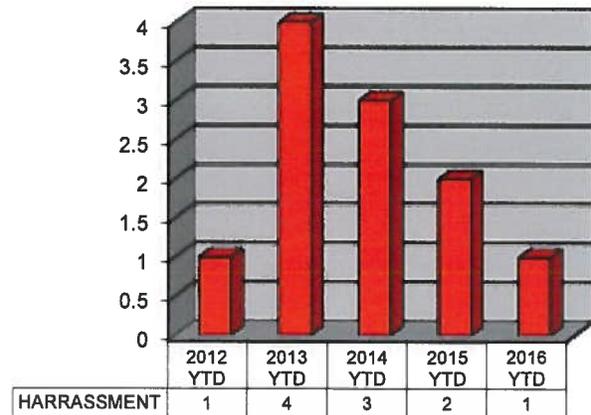
THEFT

FRAUD RELATED



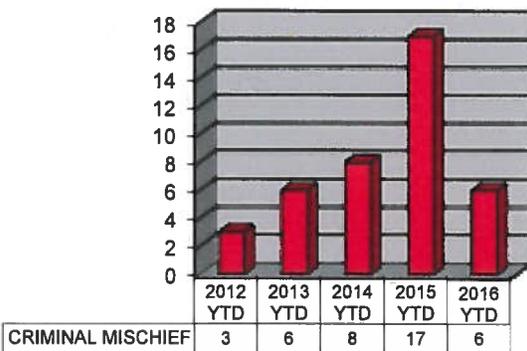
FRAUD RELATED

HARRASSMENT



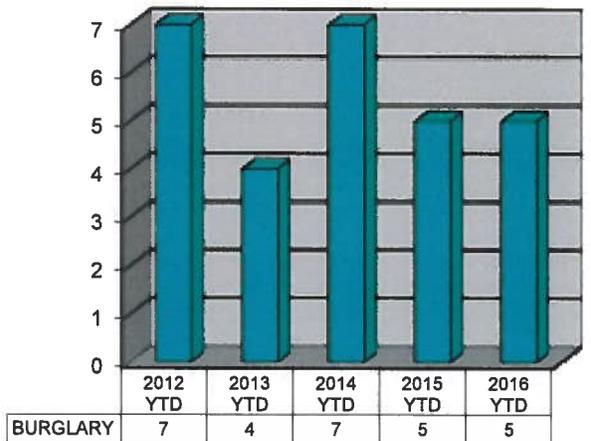
HARRASSMENT

CRIMINAL MISCHIEF



CRIMINAL MISCHIEF

BURGLARY



BURGLARY

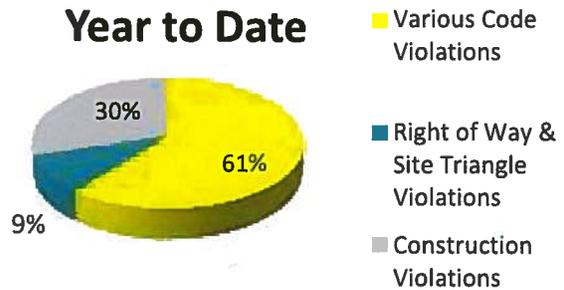
Cherry Hills Village Code Enforcement Statistics June 2016

Code Enforcement Issues	Month	YTD
On View Violations	42	177
Requests for Service	16	68
Sight Triangle Violations	0	5
Construction Site Violations	24	115
Permit Violations	2	8
Stop Work Orders Served	2	8
Fence Violations	0	3
Weed Violations	18	25
Trash, Debris and Junk	0	4
Trees/Bushes Violations	1	10
Zoning Violations	0	10
Right of Way Violations	8	36
Roll-offs/Port-a-let Violations	6	18
Sign Violations	22	85
Warnings/Personal Contacts	36	162
Letters/Posted Notices	7	18
Summons Issued	1	7
Notice of Violations	6	14
Misc. Code Violations	22	112

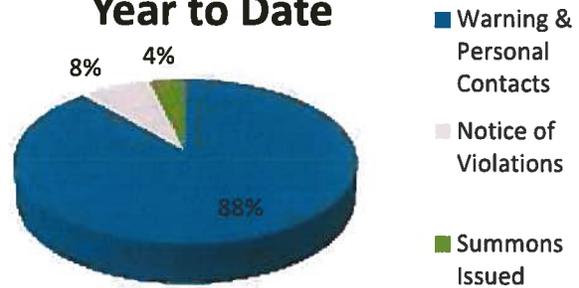
Year To Date



Year to Date

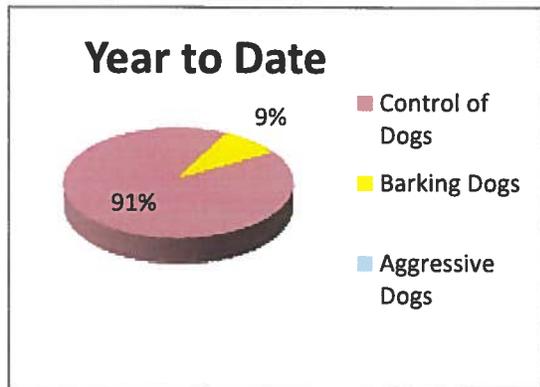
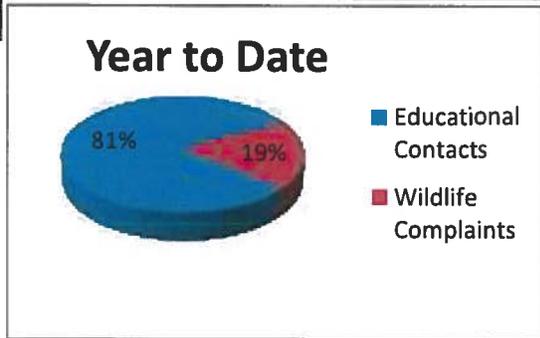
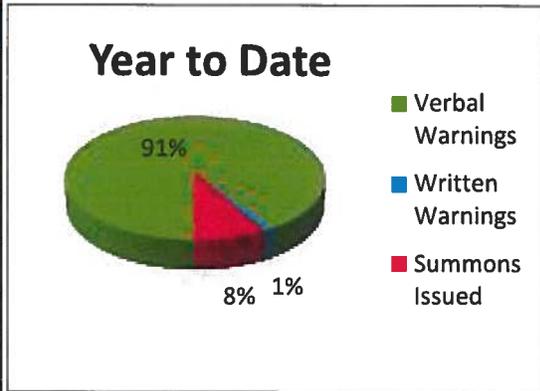


Year to Date



Cherry Hills Village Animal Control Statistics June 2016

Animal Control Issues	Month	YTD
Educational Contacts	17	64
Control of Dogs	12	69
Barking Dogs	2	7
Aggressive Dogs	0	0
Wildlife Complaints	6	15
Verbal Warnings	17	66
Written Warnings	0	1
Summons Issued	2	6



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ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: TERRI LITTLEFORD, MUNICIPAL COURT CLERK

SUBJECT: MUNICIPAL COURT MONTH END REPORT FOR JUNE 2016

DATE: JULY 19, 2016

DISCUSSION

Municipal Court Statistics

Monthly Totals	2016	2015	Difference
Citations filed	182	235	-23%
Court appearances/guilty to original	145	130	12%
Plea by mail letters sent	129	163	-21%
Revenue	\$20,320.00	\$23,780.00	- \$3,460.00

BUDGET IMPACT STATEMENT

Through June 2016 the Municipal Court has collected 46% of the total budgeted revenue amount.

ATTACHMENTS

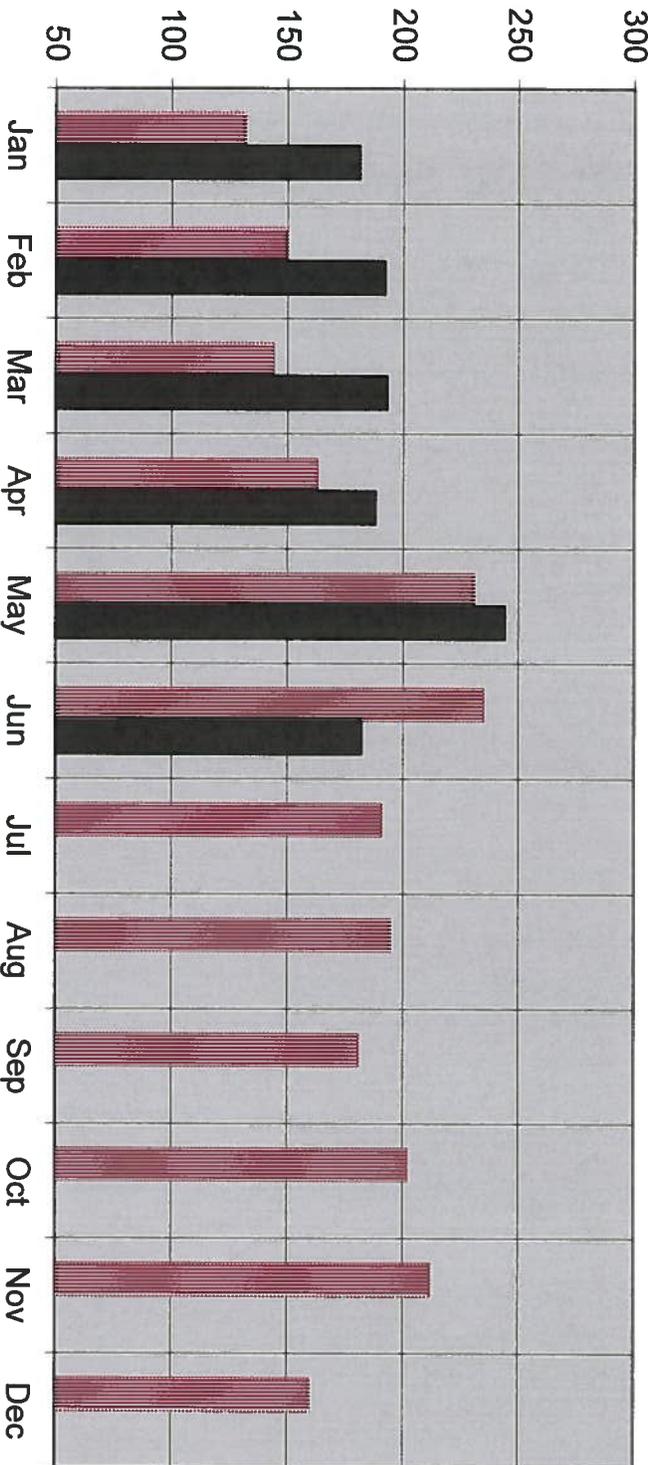
Exhibit A: Municipal Court Monthly Activity and Graphs

**CHERRY HILLS VILLAGE MUNICIPAL COURT
MONTHLY ACTIVITY
June-16**

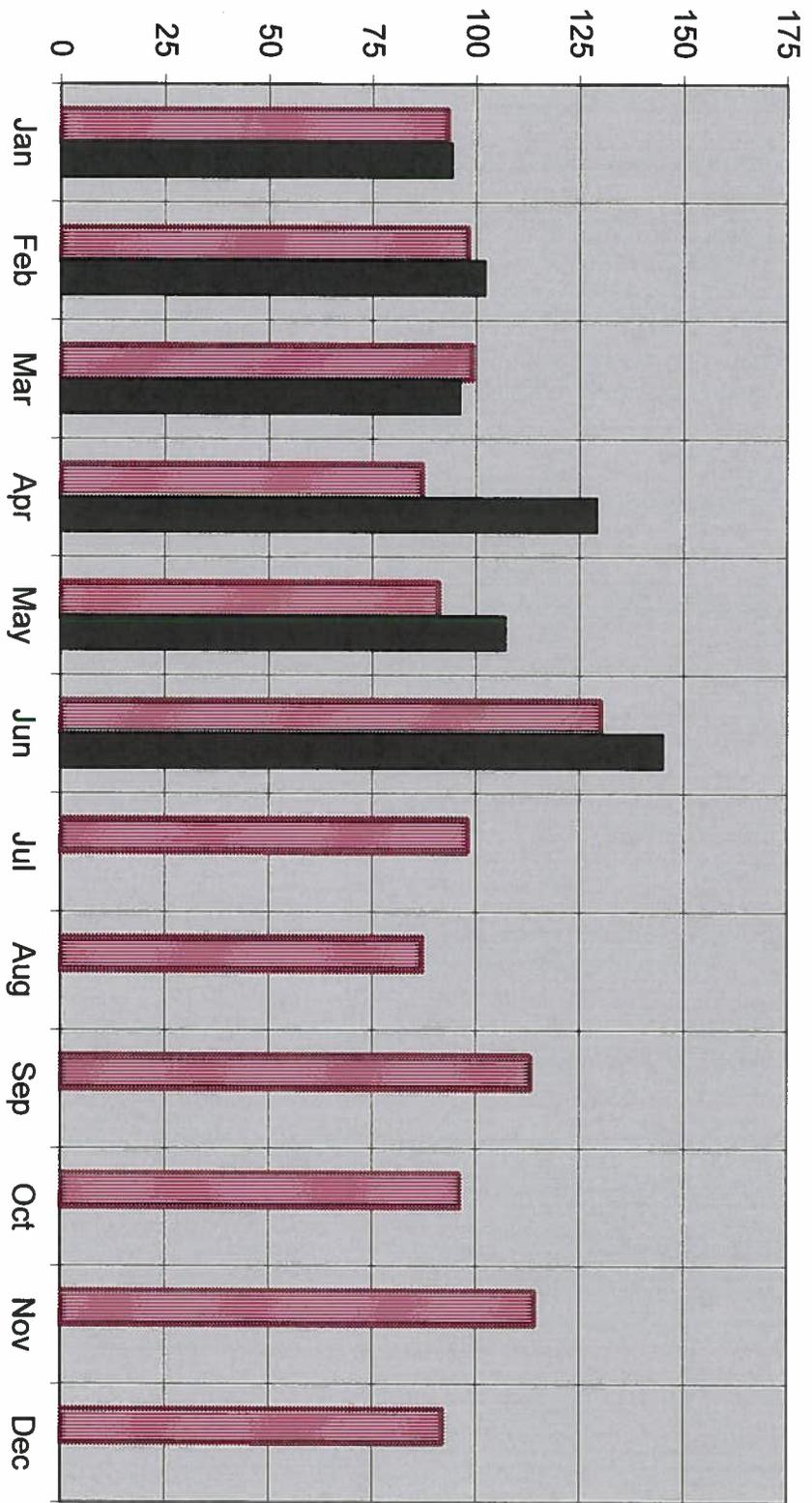
	MONTH	YTD	PRIOR YTD
<u>COMPLAINTS FILED</u>			
TRAFFIC	165	1,056	912
PARKING	10	84	69
DOG	1	5	24
OTHER	6	35	50
TOTAL	182	1,180	1,055
<u>CLOSED BY CLERK</u>			
CLOSED BY CLERK	29	117	133
TOTAL	29	117	133
<u>PLEA BY MAIL</u>			
GLTY PLEA BY MAIL	100	669	532
TOTAL	100	669	532
<u>COURT ACTIVITY</u>			
GLTY TO ORIG	24	28	117
GUILTY TO AMENDED	75	353	292
DEFERRED JUDGMENTS	14	45	46
NOT GUILTY (set to trial)	0	6	4
NOT GUILTY (set to jury)	0	0	0
DISMISSED (proof of ins provided)	29	105	117
DISMISSED	2	24	4
SHOW CAUSE HEARINGS	0	0	1
<u>TRIAL TO COURT</u>			
CONVICTIONS	1	1	0
AQUITTALS	0	0	0
DISMISSED	0	0	0
<u>TRIAL TO JURY</u>			
CONVICTIONS	0	0	0
ACQUITTALS	0	0	0
DISMISSED	0	0	0
MISTRIALS	0	0	0
NUMBER OF PEOPLE IN COURT	145	625	582
<u>TOTAL MONEY COLLECTED</u>	\$20,320.00	\$124,305.00	

Citations Filed

■ 2015 ■ 2016

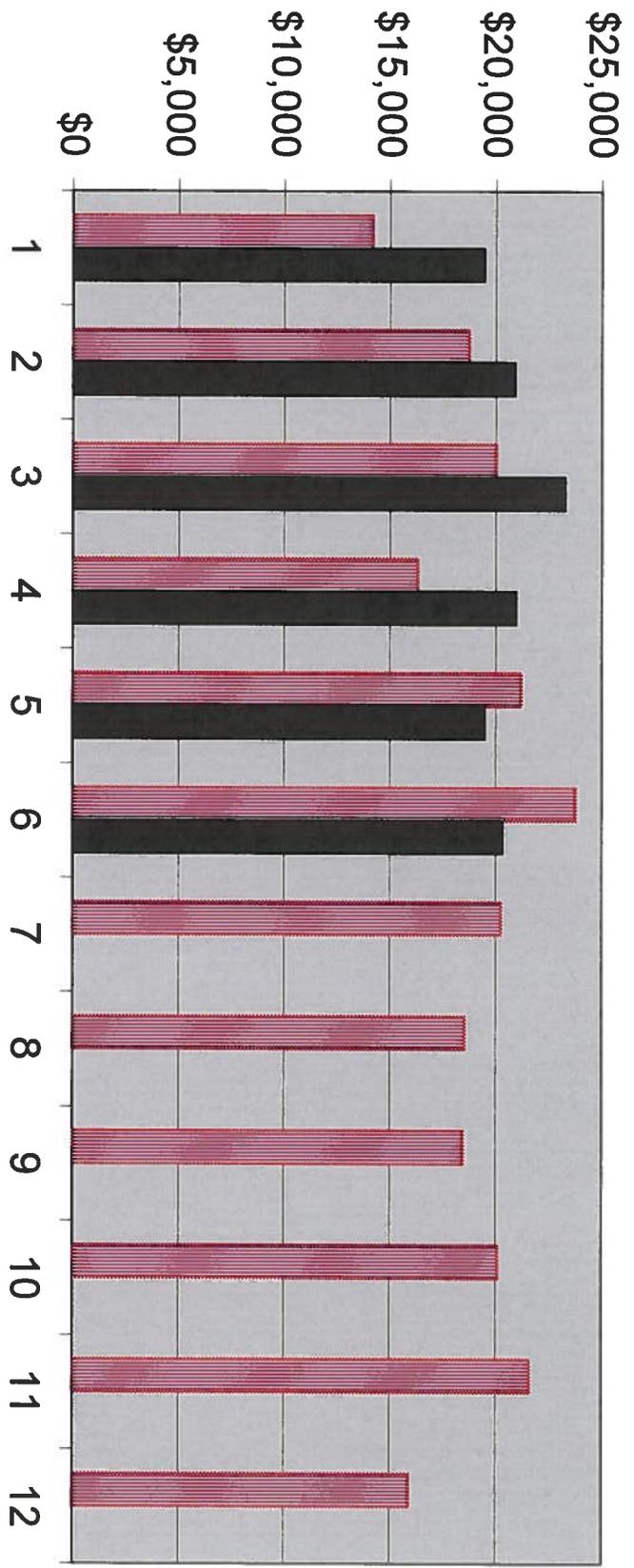


Court Appearances



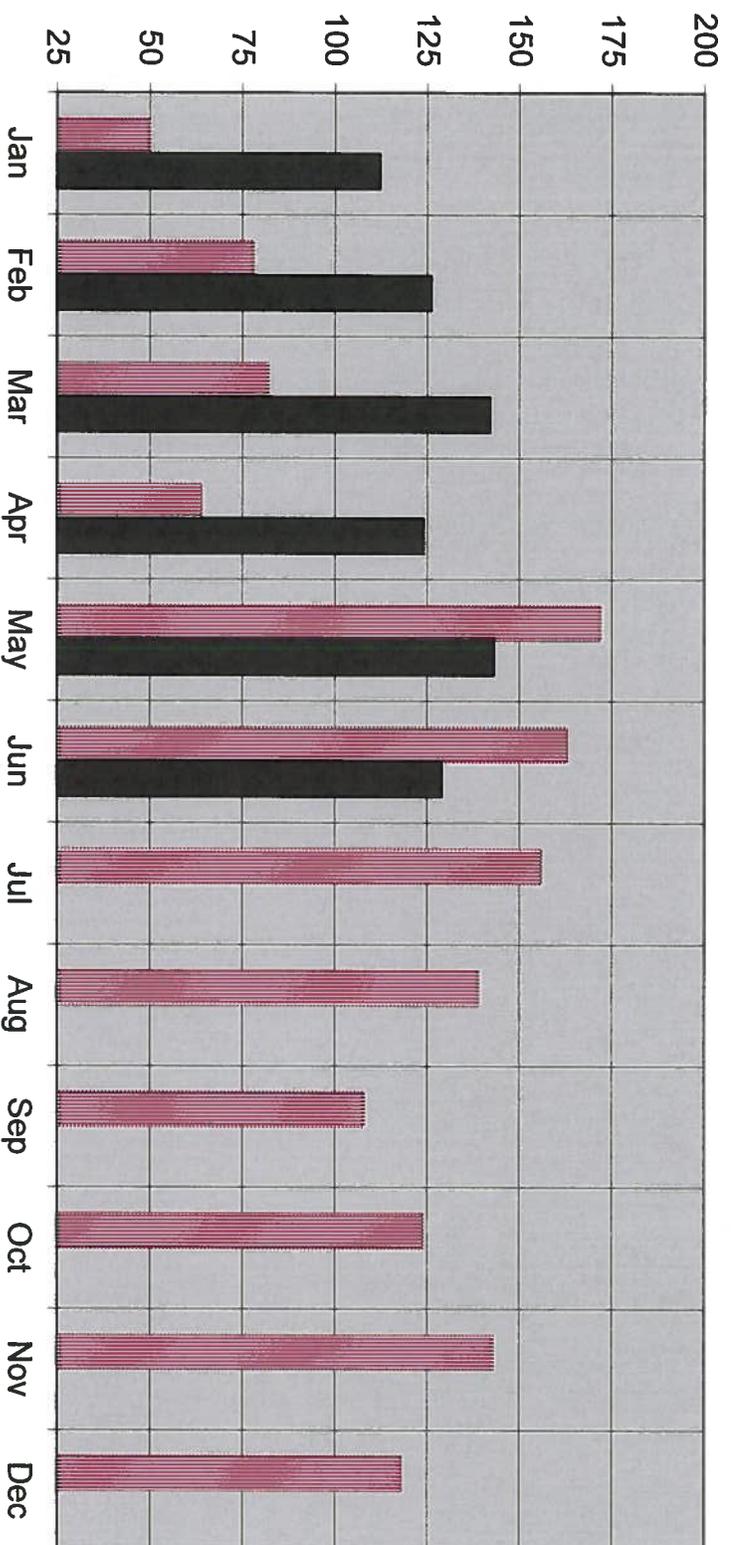
Fines Collected

■ 2015 ■ 2016



Plea By Mail Offered

■ 2015 ■ 2016



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ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: PUBLIC WORKS JUNE 2016-MONTH END REPORT

DATE: JULY 19, 2016

The streets crew did prep work for the City's upcoming capital improvement projects including asphalt and chipseal. Approximately 205 tons of asphalt was used for patch back. Asphalt and landscape follow up was completed for concrete repairs in the Covington and Jefferson Subdivisions. In support of the concrete project on the northwest corner of University and Quincy, crews installed a vehicle tracking device to comply with stormwater regulations for a staging area. Crews completed storm drain checks around the City after rain events in June to make sure there was no blockage. Staff also completed safety training on "heat stroke" and "severe weather training."

With summer in full swing, the parks crew spent the month of June mowing the City's right-of-way and parks and trails. Crews also worked on City wide trash pick-up, City wide sweeping of paved trails, shop work, vehicle equipment maintenance, irrigation repair and maintenance, fence repair, trail repair and City wide tree trimming.

The City issued 20 right-of-way permits in June for a total of 86 for the year. The majority of permit requests continue to be for utility work in the City.

ATTACHMENTS

June 2016 Public Works logs
Right-of-Way Monthly Report

JUNE 2016 STREETS RECORD LOG SHEET

		Week 22	Week 23	Week 24	Week 25	Week 26	TOTALS
ad - Administrative Office Work		7	8	18		5	38
as - Asphalt patching operations		86	144	171	196	121	718
bm - Building Maintenance							0
cn - Concrete repairs							0
cp - Overseeing contractor operations			50.5	7			57.5
cr - Sealing Operation							0
dr - Drainage Work			8			6	14
fn - Fence repairs							0
gm - General Maintenance							0
gv - Gravel road maintenance							0
hl-d - Loads to dump		2				20	22
hl-po - Materials hauled to shop							0
hl-r - Loads to recycle plant		1					1
hl-s - Loads to shop							0
ir - Irrigation repairs							0
ln - Landscape Repairs							0
Misc		17	4	3	2	28	54
mw-p - Mowing parks							0
mw-r - Mowing Rights of Ways							0
mw-t - Mowing Trails							0
pm - Preventative Maintenance						5	5
po - Purchasing materials							0
pt - Street Painting		20					20
sg - Sign Work		2	4				6
sh - Shouldering work for Asphalt							0
shp - Shop Work							0
sn - Snow removal operations							0
sw - Sweeper operations & cleanup							0
tr - Training & Conferences				3		5	8
ts - Trash (cans and loose)							0
tt - Tree Trimming			24				24
wd-p - Weed cutting parks							0
wd-r - Weed cutting rights of ways					2		2
wd-s - Weed Spray							0
wd-t - Weed cutting trails							0
pto - Paid time off		57	9	43	40	52	201
to-c - Time off comp							0
to-w - Time off workers comp							0
Hol - Holiday		48					48
TOTALS		240	251.5	245	240	242	1218.5

MATERIALS

as-in - Asphalt (Shop-Laid)	tons	42	40	56	61	28	227
as-out - Asphalt (demo)	tons	26	36			39	101
rb - Road base	tons					3	3
cn - Concrete (Demo)	tons	15	13	57	52		137
cn - Concrete	yards						0
ts - Topsoil	yards						0
Mulch	yards						0
tb - Tree Branches	loads						0
cf - Crusher Fines	tons						0
ss - Salt/Sand	tons						0
ms - Misc.	loads						0
sw-dump - Sweepings	tons	13				88	101
sw-shop - Sweepings	tons						0
Ditch Dirt	loads						0
Rock	tons		13				13
water, mag							0
Trash	loads						0
Construction Debris	loads						0

JUNE 2016 PARKS RECORD LOG SHEET

	Week 22	Week 23	Week 24	Week 25	Week 26	TOTALS
ad - Administrative Office Work	5	3	4	2	9	23
bm - Building Maintenance						0
cn - Concrete						0
cp - Overseeing contractor project						0
cr - Crackseal						0
fn - Fence repairs		3	28		34	65
ft - Fertilizing Trees					10	10
gm - Gen. Maint to trails, parks, ROW	13	15	35	16	34	113
gps - GPS and Mapping	8					8
hl-d - Loads to dump	32					32
hl-po - Materials to shop						0
hl-r - Loads to recycle shop						0
hl-s - Loads to shop						0
ir - Irrigation repairs			36	4		40
ln - Landscape Repairs						0
Misc - Miscellaneous						0
mw-p - Mowing Parks		33		24		57
mw-e - Mowing entry features	20	24	20	22	24	110
mw-r - Mowing rights of ways	18	14		24	16	72
mw-t - Mowing Trails		38		28		66
pl - Planting						0
pm - Preventative maint/repair on equip						0
po - Purchase materials all operations						0
se - Special Events						0
sg - Sign repair						0
shp - Shop Work			3			3
sn - Snow						0
spw - Spray Weeds	4		10	12	20	46
sw-t - Sweeping trails						0
tr - Training & Conf/including safety	4					4
ts - Trash both cans and loose trash		14	9	4	4	31
tt - Trimming trees & maint & wrapping	27		21		13	61
wa - Watering						0
wd-m - Weed cutting mains						0
wd-p - Weed cutting parks		6	4	10		20
wd-r - Weed cutting rights of ways	24	26		16	16	82
wd-t - Weed cutting trails	7	14		18		39
pto - Paid Time Off	18	20	30	10	20	98
hol - Holiday Pay						0
to-c - Time off comp						0
to-w - Time off for workers comp						0
TOTAL HOURS	180	210	200	190	200	980
MATERIALS						
mu - Mulch						0
ts - Top soil						0
sr-r - Split rail - Rails						0
sr-p - Split rail - Posts						0
tb - Tree branches						0
Sod						0
ms - Misc materials						0
rb - Road Base						0
Bollards						0
Rock						0
Construction Materials						0
Clippings						0
Trash						0
Planters Mix						0

AUGUST 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

SEPTEMBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

OCTOBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

NOVEMBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

DECEMBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

2016 YEAR END TOTALS							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
46	14	17	7	1	1	0	86

**CHERRY HILLS VILLAGE
COLORADO**

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

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

ITEM: 9d(ii)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: UNAUDITED FINANCIAL STATEMENTS-JUNE 2016

DATE: JULY 19, 2016

ISSUE How do the City of Cherry Hills Village finances through June compare to budget?

DISCUSSION

- **Background**

The City Council approved the 2016 General Fund budget with revenues equal to expenditures in the amount of \$7,004,867 and a Capital Fund with an approved 2016 budget deficit of (\$765,348).

- **Analysis**

At the end of June actual General Fund revenues exceeded expenditures by \$1,376,855. Forecasted revenue and expenditures through December 2016 show revenues exceeding expenditures by approximately \$27,754.

At the end of June, actual Capital Fund expenditures exceed revenues by (\$302,125). Forecasted revenues and expenditures through December 2016 show expenditures exceeding revenue by approximately (\$509,162).

ATTACHMENTS

Exhibit A: Financial Snapshot June 2016

Exhibit B: General Fund Statement of Revenue and Expenditures Summary

Exhibit C: June 2016 Financial Statements

The City of Cherry Hills Village Financial Snapshot For June 2016

			<u>% of 2016 Budget</u>	<u>Notes:</u>
GENERAL FUND (01)				
Revenues				
Budget:	\$	7,004,867		
Received to Date:	\$	4,489,567		
% of Year Completed:		50%		
% Received YTD:		64%		
Expenditures				
Administration				
Budget:	\$	1,861,128		
Expended to Date:	\$	863,614		
% of Year Completed:		50%		
% Expended YTD:		46%		
Community Development				
Budget:	\$	604,870		
Expended to Date:	\$	245,708		
% of Year Completed:		50%		
% Expended YTD:		41%		
Public Safety				
Budget:	\$	3,155,024		
Expended to Date:	\$	1,419,683		
% of Year Completed:		50%		
% Expended YTD:		45%		
Public Works				
Budget:	\$	1,147,281		
Expended to Date:	\$	470,811		
% of Year Completed:		50%		
% Expended YTD:		41%		
To Year End General Fund Revenues are Projected to Exceed Expenditures By:				
\$27,754				
CAPITAL FUND (02) EXPENDITURES				
Budget:	\$	4,605,065		
Expended to Date:	\$	794,215		
% of Year Completed:		50%		
% Expended YTD:		17%		
PARKS AND RECREATION (30) EXPENDITURES				
Budget:	\$	1,787,749		Principal and interest payments made in December
Expended to Date:	\$	335,249		
% of Year Completed:		50%		
% Expended YTD:		19%		

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES**

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ESTIMATE	2016 BUDGET
REVENUE					
Current Property Taxes @ 7.30 Mills	2,196,853	2,123,466	2,129,487	2,461,683	2,461,683
Use/Tax Motor Vehicles	1,101,958	1,146,976	1,105,996	905,709	1,066,887
Sales Tax	1,205,914	1,225,012	1,122,134	801,359	991,232
Service Expansion Fees	160,094	164,276	154,522	151,349	150,000
Building Permits	477,725	811,537	617,789	577,956	550,000
Franchise Fees	431,275	455,827	407,553	332,871	359,700
Highway Users Tax	242,555	246,369	254,789	222,125	241,697
Municipal Court Fines	277,314	278,297	228,886	259,145	270,000
County Road & Bridge Levy	120,336	113,504	113,995	110,270	134,381
Specific Ownership Tax	(17,680)	-	-	264,000	264,000
Other Revenues	584,678	733,539	989,727	537,377	515,287
TOTAL OPERATING REVENUE	6,781,022	7,298,803	7,124,878	6,623,844	7,004,867
EXPENDITURES					
Administration	1,572,634	1,799,030	1,368,387	1,799,212	1,861,128
Judicial	82,124	90,501	81,424	74,029	75,279
Data Processing	98,899	130,595	121,615	128,319	133,583
Community Development	424,062	431,478	549,527	563,818	604,870
Crier	16,364	19,854	21,361	27,800	30,500
Public Safety	2,507,255	2,529,088	3,094,845	2,946,543	3,152,225
Public Works	787,375	901,474	1,156,758	1,056,370	1,147,282
TOTAL OPERATING EXPENDITURES	5,488,713	5,902,020	6,393,917	6,596,090	7,004,867
Management Contingency/Transfer Out	-	-	-	6,596,090	7,004,867
TOTAL EXPENDITURES	5,488,713	5,902,020	6,393,917	6,596,090	7,004,867
OPERATING GAIN/(LOSS)	1,292,309	1,396,783	730,960	27,754	0
EXTRAORDINARY EXPENSES					
Transfer to Parks and Rec Fund	-	-	1,542,491	-	-
Transfer to Capital Fund	965,056	1,065,944	-	-	-
TOTAL EXTRAORDINARY EXPENSES	965,056	1,065,944	1,542,491	-	-
BEGINNING FUND BALANCE	6,142,706	6,469,959	6,800,798	6,800,798	6,828,552
ADD/(SUBTRACT) OPERATING DIFFERENCE	1,292,309	1,396,783	730,960	27,754	0
LESS: EXTRAORDINARY EXPENSES	(965,056)	(1,065,944)	(1,542,491)	-	-
ENDING FUND BALANCE	6,469,959	6,800,798	5,989,267	6,828,552	6,828,552
EMERGENCY RESERVE	548,871	590,202	639,392	659,609	700,487
AVAILABLE FUND BALANCE	5,921,087	6,210,596	5,349,875	6,168,942	6,128,065

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

GENERAL FUND

ASSETS

01-1000	CASH - COMBINED FUND	(1,108,275.66)	
01-1011	CASH ON HAND-GEN FUND		350.00	
01-1015	XPRESS DEPOSIT ACCOUNT		146.00	
01-1029	CASH ON DEPOSIT-CRIER	(78,135.52)	
01-1031	CASH-COUNTY TREASURER GENERAL		486,979.39	
01-1032	CASH-CTY CLERK USE TAX		94,274.57	
01-1041	INVEST ACCT GEN'L FUND		123,534.77	
01-1042	INVESTMENT ACCT-CSAFE		103,214.37	
01-1043	INVEST ACCT-COLOTRUST+		6,898,516.42	
01-1045	1ST BANK CD'S		507,394.94	
01-1046	MIDFIRST BANK CD'S		510,393.24	
01-1051	TAXES RECEIVABLE		85,462.43	
01-1151	ACCOUNTS RECEIVABLE		1,775.00	
01-1152	SALES TAX RECEIVABLE	(.01)	
01-1551	HEALTH/DENTAL INS. PAYABLES		12,295.16	
01-1601	LAND		15,169,580.08	
01-1631	BUILDINGS		4,986,859.61	
01-1632	GROUND IMPROVEMENTS		223,820.14	
01-1641	PUBLIC WORKS EQUIPMENT		1,591,966.59	
01-1642	PUBLIC SAFETY EQUIPMENT		683,640.85	
01-1643	ADMINISTRATION EQUIPMENT		232,947.35	
01-1645	CONSTRUCTION IN PROCESS		33,957.50	
01-1701	COMPUTER LOAN PROGRAM		9,300.14	
	TOTAL ASSETS			30,569,997.36

LIABILITIES AND EQUITYLIABILITIES

01-2014	PAYROLL PAYABLES-ZERO BALANCE		.08	
01-2025	LIFE, DEP, STD & LTD INS	(2,897.95)	
01-2201	RECOGNIZANCE BONDS		1,060.00	
01-2221	RESERVE-TAXES RECEIV.		85,462.43	
01-2251	CHERRY HILLS GIFT FUND ESCROW		17,328.56	
01-2370	BUILDING ESCROW		130,151.31	
01-2380	ROW-DRIVEWAYS		50,000.00	
01-2641	INVESTMENT IN FIXED ASSETS		22,922,772.12	
	TOTAL LIABILITIES			23,203,876.55

FUND EQUITY

01-2901	RESTRICTED FUND BALANCE-ART		18,039.00	
01-2952	TABOR EXCESS		1,078,951.30	
	UNAPPROPRIATED FUND BALANCE:			
01-2900	FUND BALANCE		4,892,275.22	
	REVENUE OVER EXPENDITURES - YTD		1,376,855.29	
	BALANCE - CURRENT DATE			6,269,130.51

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

GENERAL FUND

TOTAL FUND EQUITY	<u>7,366,120.81</u>
TOTAL LIABILITIES AND EQUITY	<u><u>30,569,997.36</u></u>

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>					
01-310-3111	490,165.67	2,389,591.01	2,461,683.00	72,091.99	97.1
01-310-3121	.00	.00	264,000.00	264,000.00	.0
01-310-3161	24,287.05	131,599.21	359,700.00	228,100.79	36.6
01-310-3162	.00	36,401.87	133,000.00	96,598.13	27.4
01-310-3191	747.18	1,184.11	6,000.00	4,815.89	19.7
01-310-3311	84,520.29	376,358.74	991,232.00	614,873.26	38.0
01-310-3312	99,071.43	455,708.92	1,066,887.00	611,178.08	42.7
TOTAL TAX REVENUES	698,791.62	3,390,843.86	5,282,502.00	1,891,658.14	64.2
<u>LICENSE AND PERMIT REVENUES</u>					
01-320-3211	1,125.00	3,425.00	7,201.00	3,776.00	47.6
01-320-3213	200.00	30,300.00	30,000.00	(300.00)	101.0
01-320-3221	57,770.80	377,839.39	550,000.00	172,160.61	68.7
01-320-3222	4,100.30	101,349.10	150,000.00	48,650.90	67.6
01-320-3223	.00	.00	2,000.00	2,000.00	.0
01-320-3224	.00	.00	3,600.00	3,600.00	.0
01-320-3225	8,350.00	64,479.34	90,000.00	25,520.66	71.6
01-320-3226	.00	.00	500.00	500.00	.0
01-320-3227	110.00	1,890.00	2,200.00	310.00	85.9
01-320-3228	8,000.00	30,700.00	55,000.00	24,300.00	55.8
01-320-3229	600.00	2,100.00	2,000.00	(100.00)	105.0
01-320-3230	600.00	2,100.00	8,000.00	5,900.00	26.3
TOTAL LICENSE AND PERMIT REVENUES	80,856.10	614,182.83	900,501.00	286,318.17	68.2
<u>INTERGOVERNMENTAL REVENUES</u>					
01-330-3321	2,090.00	12,394.50	25,000.00	12,605.50	49.6
01-330-3342	320.58	1,661.38	2,800.00	1,138.62	59.3
01-330-3352	20,877.92	102,125.30	241,697.00	139,571.70	42.3
01-330-3371	60,648.43	99,242.89	134,381.00	35,138.11	73.9
TOTAL INTERGOVERNMENTAL REVENUES	83,936.93	215,424.07	403,878.00	188,453.93	53.3
<u>CHARGES FOR SERVICES REVENUES</u>					
01-350-3420	4,900.00	22,590.00	55,000.00	32,410.00	41.1
01-350-3421	300.00	500.00	1,000.00	500.00	50.0
01-350-3511	20,320.00	124,305.26	270,000.00	145,694.74	46.0
01-350-3512	1,091.25	4,736.12	12,000.00	7,263.88	39.5
01-350-3513	1,700.00	9,320.00	20,000.00	10,680.00	46.6
TOTAL CHARGES FOR SERVICES REVENUES	28,311.25	161,451.38	358,000.00	196,548.62	45.1

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
01-360-3611 INTEREST INCOME	4,477.04	18,089.47	12,000.00	(6,089.47)	150.8
01-360-3612 PENALTY-BUILDING PERMITS	.00	2,200.00	3,000.00	800.00	73.3
01-360-3650 CRIER CONTRIBUTIONS	130.00	4,745.00	7,000.00	2,255.00	67.8
01-360-3660 CRIER ADVERTISEMENT	275.00	4,700.00	10,000.00	5,300.00	47.0
01-360-3680 OTHER REVENUES	332.75	10,807.79	20,000.00	9,192.21	54.0
01-360-3681 DONATION TO THE ART COMMISSION	.00	63,129.97	.00	(63,129.97)	.0
01-360-3690 LEASE PROCEEDS	665.50	3,993.00	7,986.00	3,993.00	50.0
TOTAL MISCELLANEOUS REVENUES	5,880.29	107,665.23	59,986.00	(47,679.23)	179.5
TOTAL FUND REVENUE	897,776.19	4,489,567.37	7,004,867.00	2,515,299.63	64.1

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION DEPARTMENT</u>					
01-411-1011 PERSONNEL SERVICES	36,012.84	224,660.20	496,616.00	271,955.80	45.2
01-411-1012 FEE PERSONNEL	3,000.00	6,600.00	16,800.00	10,200.00	39.3
01-411-1013 SOCIAL SECURITY TAXES	2,814.89	(15,643.35)	39,729.00	55,372.35	(39.4)
01-411-1014 RETIREMENT 401-NONSWORN	847.96	(86.60)	35,000.00	35,086.60	(.3)
01-411-1015 RETIREMENT	681.30	(3,632.28)	65,000.00	68,632.28	(5.6)
01-411-1016 HEALTH-LIFE-DENTAL INSURANCE	4,262.66	25,218.81	487,522.00	462,303.19	5.2
01-411-1017 UNEMPLOY-WORKMENS COMP INS	9,241.00	37,146.01	113,000.00	75,853.99	32.9
01-411-1019 OVERTIME	185.43	472.59	.00	(472.59)	.0
01-411-2021 OFC-SUPPLIES-POSTAGE	710.13	6,391.73	16,280.00	9,888.27	39.3
01-411-2022 PRINTING-REPRODUCTION	1,681.00	2,776.96	2,500.00	(276.96)	111.1
01-411-2028 SPECIAL MATERIALS	112.87	999.17	2,500.00	1,500.83	40.0
01-411-3031 GAS-HEAT-LIGHT	1,431.22	9,795.60	21,000.00	11,204.40	46.7
01-411-3033 COMMUNICATIONS	1,651.41	10,021.42	28,000.00	17,978.58	35.8
01-411-3035 SEWER	.00	477.00	3,136.00	2,659.00	15.2
01-411-4040 COUNTY TREASURER FEES	5,532.97	26,949.05	24,617.00	(2,332.05)	109.5
01-411-4041 COUNTY USE TAX FEES	4,961.82	22,793.69	53,344.00	30,550.31	42.7
01-411-4042 AUDIT	.00	8,500.00	8,500.00	.00	100.0
01-411-4043 LEGAL	12,647.00	79,865.50	150,000.00	70,134.50	53.2
01-411-4049 OTHER CONTRACTUAL SERVICES	734.67	22,642.61	16,492.00	(6,150.61)	137.3
01-411-6061 INSURANCE-BONDS	.00	64,512.80	130,000.00	65,487.20	49.6
01-411-6062 ELECTION EXPENSE	.00	35.00	6,000.00	5,965.00	.6
01-411-6063 TRAIN.-DUES-TRAVEL-SUBSC	2,516.07	31,493.57	95,817.00	64,323.43	32.9
01-411-6064 TESTING-PHYSICALS	58.50	58.50	300.00	241.50	19.5
01-411-6066 LEGAL PUBLICATIONS	.00	.00	300.00	300.00	.0
01-411-6067 SPECIAL EVENTS	2,659.77	4,845.84	2,500.00	(2,345.84)	193.8
01-411-6068 MISCELLANEOUS EXPENSES	16,026.07	34,727.27	44,675.00	9,947.73	77.7
01-411-7071 EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION DEPARTMENT	107,769.58	601,621.09	1,861,128.00	1,259,506.91	32.3
<u>JUDICIAL DEPARTMENT</u>					
01-412-1011 PERSONAL SERVICES	4,086.16	26,040.04	51,471.00	25,430.96	50.6
01-412-1012 FEE PERSONNEL	1,000.00	6,000.00	13,000.00	7,000.00	46.2
01-412-1013 SOCIAL SECURITY TAXES	319.68	2,041.95	4,118.00	2,076.05	49.6
01-412-1015 RETIREMENT	192.30	1,249.95	.00	(1,249.95)	.0
01-412-1016 HEALTH-LIFE-DENTAL INSURANCE	1,086.51	6,519.06	.00	(6,519.06)	.0
01-412-2021 OFC SUPPLIES-POSTAGE	.00	34.42	100.00	65.58	34.4
01-412-2022 PRINTING-REPRODUCTION	.00	165.00	400.00	235.00	41.3
01-412-4050 JURY-WITNESS FEES	.00	.00	100.00	100.00	.0
01-412-6063 TRAIN.-DUES-TRAVEL-SUBSC	40.00	503.00	560.00	57.00	89.8
01-412-6067 INTERPRETERS	.00	227.50	850.00	622.50	26.8
01-412-6068 MISCELLANEOUS EXPENSES	.00	.00	4,680.00	4,680.00	.0
TOTAL JUDICIAL DEPARTMENT	6,724.65	42,780.92	75,279.00	32,498.08	56.8

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DATA PROCESSING DEPARTMENT</u>					
01-414-2028 SOFTWARE	.00	16,898.00	18,704.00	1,806.00	90.3
01-414-4049 OTHER CONTRACTUAL SERVICES	8,492.50	39,004.73	97,132.00	58,127.27	40.2
01-414-7071 EQUIPMENT	.00	9,781.70	17,747.00	7,965.30	55.1
TOTAL DATA PROCESSING DEPARTMENT	8,492.50	65,684.43	133,583.00	67,898.57	49.2
<u>COMMUNITY DEVELOPMENT DEPARTME</u>					
01-418-1011 PERSONNEL SERVICES	11,011.00	124,391.89	254,972.00	130,580.11	48.8
01-418-1013 SOCIAL SECURITY TAXES	875.84	9,738.39	20,398.00	10,659.61	47.7
01-418-1014 RETIREMENT 401-NONSWORN	.00	2,105.91	.00	(2,105.91)	.0
01-418-1015 RETIREMENT	500.54	3,253.51	.00	(3,253.51)	.0
01-418-1016 HEALTH-LIFE-DENTAL INSURANCE	627.69	9,987.82	.00	(9,987.82)	.0
01-418-2021 OFCE SUPPLIES-POSTAGE	221.68	799.18	4,500.00	3,700.82	17.8
01-418-2022 PRINTING-REPRODUCTION	232.00	864.16	3,200.00	2,335.84	27.0
01-418-2028 SPECIAL MATERIALS	.00	28.80	250.00	221.20	11.5
01-418-3033 TELEPHONE	.00	702.59	850.00	147.41	82.7
01-418-4041 GREEN BUILDING REBATES	.00	.00	20,000.00	20,000.00	.0
01-418-4042 CONTRACTED PLAN REVIEW	22,400.00	36,012.50	70,000.00	33,987.50	51.5
01-418-4045 ENGINEERING SERVICES	2,628.00	17,084.25	30,000.00	12,915.75	57.0
01-418-4047 BUILDING INSPECTION	32,448.60	49,575.45	150,000.00	100,424.55	33.1
01-418-4049 OTHER CONTRACTUAL SERVICES	.00	5,253.98	40,000.00	34,746.02	13.1
01-418-6063 TRAIN.-DUES-TRAVEL-SUBSC	.00	27.95	4,900.00	4,872.05	.6
01-418-6068 MISCELLANEOUS EXPENSE	.00	1,000.00	4,000.00	3,000.00	25.0
01-418-7071 EQUIPMENT	.00	229.18	1,800.00	1,570.82	12.7
TOTAL COMMUNITY DEVELOPMENT DEPARTME	70,945.35	261,055.56	604,870.00	343,814.44	43.2
<u>VILLAGE CRIER DEPARTMENT</u>					
01-419-1012 FEE PERSONNEL	600.00	1,700.00	3,000.00	1,300.00	56.7
01-419-2021 OFFICE SUPPLIES, POSTAGE	475.00	4,089.39	10,500.00	6,410.61	39.0
01-419-2022 PRINTING	.00	6,411.00	17,000.00	10,589.00	37.7
TOTAL VILLAGE CRIER DEPARTMENT	1,075.00	12,200.39	30,500.00	18,299.61	40.0

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-421-1011 PERSONNEL SERVICES	161,892.88	1,093,093.88	2,263,049.00	1,169,955.12	48.3
01-421-1013 SOCIAL SECURITY TAXES	4,187.53	27,321.45	67,891.00	40,569.55	40.2
01-421-1014 POLICE PENSION CONTRIBUTIONS	11,239.46	75,685.19	145,000.00	69,314.81	52.2
01-421-1015 RETIREMENT	3,196.36	21,534.27	.00	(21,534.27)	.0
01-421-1016 HEALTH-LIFE-DENTAL INSURANCE	24,519.35	152,828.85	.00	(152,828.85)	.0
01-421-1018 UNIFORM EXPENSE	828.85	2,215.57	26,150.00	23,934.43	8.5
01-421-1019 OVERTIME	839.30	9,200.25	70,000.00	60,799.75	13.1
01-421-1020 EXTRA DUTY	3,305.14	20,015.42	70,000.00	49,984.58	28.6
01-421-2021 OFC SUPPLIES-POSTAGE	642.93	4,289.02	8,670.00	4,380.98	49.5
01-421-2022 PRINTING-REPRODUCTION	.00	2,669.54	5,780.00	3,110.46	46.2
01-421-2023 CRIME PREVENTION	.00	.00	4,000.00	4,000.00	.0
01-421-2024 DARE	.00	.00	1,000.00	1,000.00	.0
01-421-2028 SPECIAL MATERIALS	2,657.59	4,785.60	14,280.00	9,494.40	33.5
01-421-2029 ANIMAL CONTROL	.00	253.20	1,000.00	746.80	25.3
01-421-3031 ELECTRIC/GAS	3,038.27	13,107.49	27,300.00	14,192.51	48.0
01-421-3032 WATER	.00	.00	3,250.00	3,250.00	.0
01-421-3033 TELEPHONE	1,595.64	11,261.05	28,750.00	17,488.95	39.2
01-421-3035 SEWER	.00	166.00	2,500.00	2,334.00	6.6
01-421-4048 VEHICLE MAINTENANCE CONTRACT	2,269.79	8,861.06	51,675.00	42,813.94	17.2
01-421-4049 OTHER CONTRACTUAL SERVICES	23,216.12	114,702.74	162,104.00	47,401.26	70.8
01-421-5051 BUILDING MAINTENANCE	525.62	2,685.14	24,625.00	21,939.86	10.9
01-421-5052 EQUIPMENT MAINTENANCE	638.50	968.50	5,000.00	4,031.50	19.4
01-421-5053 VEHICLE MAINTENANCE	204.48	1,232.82	6,600.00	5,367.18	18.7
01-421-5054 GASOLINE-OIL	2,722.00	8,889.00	60,000.00	51,111.00	14.8
01-421-6063 TRNG-DUES-TRAVEL-SUBSC	1,615.40	8,925.80	32,000.00	23,074.20	27.9
01-421-6064 TESTING AND PHYSICAL EXAMS	204.00	1,379.00	10,000.00	8,621.00	13.8
01-421-6065 PRISONER EXPENSES	.00	523.34	7,800.00	7,276.66	6.7
01-421-6066 SPECIAL INVESTIGATIONS	100.00	516.24	2,800.00	2,283.76	18.4
01-421-6068 MISCELLANEOUS EXPENSES	1,109.17	5,518.57	15,000.00	9,481.43	36.8
01-421-7071 EQUIPMENT	.00	1,416.67	36,000.00	34,583.33	3.9
TOTAL PUBLIC SAFETY DEPARTMENT	250,548.38	1,594,045.66	3,152,224.00	1,558,178.34	50.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS DEPARTMENT</u>					
01-431-1011 PERSONNEL SERVICES	49,007.46	306,401.78	685,955.00	379,553.22	44.7
01-431-1013 SOCIAL SECURITY TAXES	3,676.87	23,187.08	54,876.00	31,688.92	42.3
01-431-1014 RETIREMENT 401-NONSWORN	993.50	6,457.75	.00	(6,457.75)	.0
01-431-1015 RETIREMENT	835.64	4,297.43	.00	(4,297.43)	.0
01-431-1016 HEALTH-LIFE-DENTAL INSURANCE	9,699.99	53,758.06	.00	(53,758.06)	.0
01-431-1018 UNIFORM EXPENSE	151.45	2,540.68	5,400.00	2,859.32	47.1
01-431-1019 OVERTIME	671.22	5,723.16	14,000.00	8,276.84	40.9
01-431-2021 OFC SUPPLIES-POSTAGE	117.78	683.19	1,900.00	1,216.81	36.0
01-431-2024 SNOW-ICE MATERIALS	3,876.88	21,933.08	25,000.00	3,066.92	87.7
01-431-2025 ROAD MAINT. MATERIALS	4,621.90	6,300.40	52,000.00	45,699.60	12.1
01-431-2026 CURB-GUTTER-SIDEWALKS	.00	.00	5,000.00	5,000.00	.0
01-431-2027 TRAFFIC CONTROL DEVICES	349.50	6,082.26	9,000.00	2,917.74	67.6
01-431-2028 SPECIAL MATERIALS	300.88	2,027.59	6,000.00	3,972.41	33.8
01-431-3032 WATER	.00	.00	2,100.00	2,100.00	.0
01-431-3033 COMMUNICATIONS	256.38	2,252.21	7,050.00	4,797.79	32.0
01-431-3034 STREET LIGHTING	.00	.00	5,000.00	5,000.00	.0
01-431-4045 ENGINEERING SERVICES	.00	708.50	12,500.00	11,791.50	5.7
01-431-4048 VEHICLE MAINTENANCE CONTRACT	471.74	22,427.37	50,000.00	27,572.63	44.9
01-431-4049 OTHER CONTRACTUAL SERVICES	16,353.37	25,863.03	57,000.00	31,136.97	45.4
01-431-5051 BUILDING MAINTENANCE	693.51	10,897.42	45,000.00	34,102.58	24.2
01-431-5052 EQUIPMENT MAINTENANCE	(1.62)	2,685.92	8,500.00	5,814.08	31.6
01-431-5053 VEHICLE MAINTENANCE	89.10	1,036.15	20,000.00	18,963.85	5.2
01-431-5054 GASOLINE-OIL	5,133.74	11,342.64	35,000.00	23,657.36	32.4
01-431-6063 TRNG-DUES-TRAVEL-SUBSC	58.50	7,307.35	9,000.00	1,692.65	81.2
01-431-6064 TESTING PHYSICALS	.00	325.50	2,000.00	1,674.50	16.3
01-431-6068 MISCELLANEOUS EXPENSES	509.18	4,660.83	8,500.00	3,839.17	54.8
01-431-7000 PUBLIC ART	2,503.47	5,919.96	20,000.00	14,080.04	29.6
01-431-7071 EQUIPMENT	.00	504.69	6,500.00	5,995.31	7.8
TOTAL PUBLIC WORKS DEPARTMENT	100,370.44	535,324.03	1,147,281.00	611,956.97	46.7
TOTAL FUND EXPENDITURES	545,925.90	3,112,712.08	7,004,865.00	3,892,152.92	44.4
NET REVENUE OVER EXPENDITURES	351,850.29	1,376,855.29	2.00	(1,376,853.29)	68842

CITY OF CHERRY HILLS VILLAGE
 BALANCE SHEET
 JUNE 30, 2016
 CAPITAL FUND

<u>ASSETS</u>			
02-1000	CASH - COMBINED FUND	3,049,248.53	
02-1031	CASH-COUNTY TREASURER GENERAL	76,167.39	
02-1043	INVSEST ACCOUNT-COLOTRUST	2,914,613.68	
02-1051	TAXES RECEIVABLE	(147,764.98)	
	TOTAL ASSETS		<u><u>5,892,264.62</u></u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
02-2221	RESERVE-TAXES RECEIVABLE	(147,764.98)	
	TOTAL LIABILITIES		(147,764.98)
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
02-2900	FUND BALANCE	6,342,154.69	
	REVENUE OVER EXPENDITURES - YTD	(302,125.09)	
	BALANCE - CURRENT DATE		<u>6,040,029.60</u>
	TOTAL FUND EQUITY		<u>6,040,029.60</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>5,892,264.62</u></u>

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

CAPITAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>						
02-310-3111	CURRENT PROPERTY TAX	62,384.72	304,129.77	337,217.00	33,087.23	90.2
02-310-3121	SPECIFIC OWNERSHIP TAX	31,698.93	180,852.21	.00	(180,852.21)	.0
TOTAL TAX REVENUES		94,083.65	484,981.98	337,217.00	(147,764.98)	143.8
<u>MISCELLANEOUS REVENUES</u>						
02-360-3610	BOND PROCEEDS	.00	.00	3,500,000.00	3,500,000.00	.0
02-360-3611	INTEREST INCOME	1,420.40	7,107.95	2,500.00	(4,607.95)	284.3
TOTAL MISCELLANEOUS REVENUES		1,420.40	7,107.95	3,502,500.00	3,495,392.05	.2
TOTAL FUND REVENUE		95,504.05	492,089.93	3,839,717.00	3,347,627.07	12.8

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL FUND EXPENDITURES</u>					
02-441-1000 TRAIL IMPROVEMENTS	.00	.00	325,000.00	325,000.00	.0
02-441-1001 COP PAYMENT	.00	.00	96,263.00	96,263.00	.0
02-441-1002 ART PURCHASES	.00	395,000.00	.00	(395,000.00)	.0
02-441-1101 VILLAGE CENTER IMPROVEMENTS	4,516.60	4,516.60	1,260,000.00	1,255,483.40	.4
02-441-1102 COMPUTER EQUIPMENT	.00	16,552.00	22,952.00	6,400.00	72.1
02-441-2103 POLICE EQUIPMENT	.00	7,780.00	94,350.00	86,570.00	8.3
02-441-2104 POLICE VEHICLES	1,881.28	119,611.27	162,600.00	42,988.73	73.6
02-441-2107 POLICE MOTORCYCLE PROGRAM	.00	27,000.00	52,900.00	25,900.00	51.0
02-441-3101 STREET IMPROVEMENT PROGRAM	.00	.00	500,000.00	500,000.00	.0
02-441-3102 PUBLIC WORKS EQUIPMENT	38,315.58	38,315.58	45,000.00	6,684.42	85.2
02-441-3103 PARKS EQUIPMENT	.00	18,701.62	20,000.00	1,298.38	93.5
02-441-3105 PARKS VEHICLES	.00	.00	40,000.00	40,000.00	.0
02-441-3106 STORM SEWERS	.00	.00	50,000.00	50,000.00	.0
02-441-3108 BUILDINGS	.00	.00	25,000.00	25,000.00	.0
02-441-3109 TRAFFIC CALMING	6,940.00	6,940.00	75,000.00	68,060.00	9.3
02-441-3110 CRACK SEAL	.00	9,225.68	25,000.00	15,774.32	36.9
02-441-3111 CURB AND GUTTER	74,268.88	76,751.27	135,000.00	58,248.73	56.9
02-441-3112 RIGHTS-OF-WAY IMPROVEMENTS	.00	.00	176,000.00	176,000.00	.0
02-441-4000 LAND PURCHASE	50,000.00	73,821.00	1,500,000.00	1,426,179.00	4.9
TOTAL CAPITAL FUND EXPENDITURES	175,922.34	794,215.02	4,605,065.00	3,810,849.98	17.3
TOTAL FUND EXPENDITURES	175,922.34	794,215.02	4,605,065.00	3,810,849.98	17.3
NET REVENUE OVER EXPENDITURES	(80,418.29)	(302,125.09)	(765,348.00)	(463,222.91)	(39.5)

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

CONSERVATION TRUST FUND

<u>ASSETS</u>			
07-1000	CASH - COMBINED FUND	646,065.48	
07-1041	INVESTMENT ACCT CONSER TRUST	168,479.72	
	TOTAL ASSETS		<u>814,545.20</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
07-2900	FUND BALANCE	777,130.53	
	REVENUE OVER EXPENDITURES - YTD	37,414.67	
	BALANCE - CURRENT DATE	814,545.20	
	TOTAL FUND EQUITY		<u>814,545.20</u>
	TOTAL LIABILITIES AND EQUITY		<u>814,545.20</u>

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

CONSERVATION TRUST FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>INTERGOVERNMENTAL REVENUES</u>						
07-330-3358	COLORADO LOTTERY	24,116.91	39,199.05	60,000.00	20,800.95	65.3
	TOTAL INTERGOVERNMENTAL REVENUES	24,116.91	39,199.05	60,000.00	20,800.95	65.3
<u>MISCELLANEOUS REVENUES</u>						
07-360-3611	INTEREST ON INVESTMENTS	82.11	439.31	266.00	(173.31)	165.2
	TOTAL MISCELLANEOUS REVENUES	82.11	439.31	266.00	(173.31)	165.2
	TOTAL FUND REVENUE	24,199.02	39,638.36	60,266.00	20,627.64	65.8

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2016

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>						
07-450-4521	TRAIL IMPROVEMENTS	691.85	2,223.69	248,500.00	246,276.31	.9
	TOTAL CONSERVATION TRUST EXPENDITURE	691.85	2,223.69	248,500.00	246,276.31	.9
	TOTAL FUND EXPENDITURES	691.85	2,223.69	248,500.00	246,276.31	.9
	NET REVENUE OVER EXPENDITURES	23,507.17	37,414.67	(188,234.00)	(225,648.67)	19.9

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

CH ANDERSON LAND DONATION FUND

ASSETS

08-1000	CASH - COMBINED FUND	(156,458.81)	
08-1041	INVESTMENT ACCT LAND DONATION	817,613.74	
	TOTAL ASSETS		661,154.93

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
08-2900	FUND BALANCE	657,792.10	
	REVENUE OVER EXPENDITURES - YTD	3,362.83	
	BALANCE - CURRENT DATE	661,154.93	
	TOTAL FUND EQUITY		661,154.93
	TOTAL LIABILITIES AND EQUITY		661,154.93

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2016

CH ANDERSON LAND DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSE AND PERMIT REVENUES</u>					
08-320-3221 RECREATION REIMBURSEMENT DONAT	.00	300.00	1,000.00	700.00	30.0
TOTAL LICENSE AND PERMIT REVENUES	.00	300.00	1,000.00	700.00	30.0
<u>MISCELLANEOUS REVENUES</u>					
08-360-3611 INTEREST-INVESTMENTS	398.45	2,131.88	1,000.00	(1,131.88)	213.2
08-360-3680 MISCELLANEOUS REVENUES	.00	1,550.00	4,000.00	2,450.00	38.8
TOTAL MISCELLANEOUS REVENUES	398.45	3,681.88	5,000.00	1,318.12	73.6
TOTAL FUND REVENUE	398.45	3,981.88	6,000.00	2,018.12	66.4

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2016

CH ANDERSON LAND DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND DONATION FUND EXPENDITURE</u>					
08-450-6068 MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
08-450-9093 THREE POND PARK WATER RIGHTS	619.05	619.05	620.00	.95	99.9
TOTAL LAND DONATION FUND EXPENDITURE	619.05	619.05	5,620.00	5,000.95	11.0
TOTAL FUND EXPENDITURES	619.05	619.05	5,620.00	5,000.95	11.0
NET REVENUE OVER EXPENDITURES	(220.60)	3,362.83	380.00	(2,982.83)	885.0

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

SID # 7 BOND FUND

<u>ASSETS</u>			
13-1000	CASH - COMBINED FUND	267.56	
13-1031	CASH COUNTY TREASURER SID #7	25,013.27	
13-1047	COLOTRUST	10,489.35	
13-1048	COLORADO BUSINESS BANK	190.00	
	TOTAL ASSETS		35,960.18
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
13-2900	FUND BALANCE	16,545.32	
	REVENUE OVER EXPENDITURES - YTD	19,414.86	
	BALANCE - CURRENT DATE		35,960.18
	TOTAL FUND EQUITY		35,960.18
	TOTAL LIABILITIES AND EQUITY		35,960.18

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

SID # 7 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
13-360-3611 INTEREST INCOME	5.11	82.79	50.00	(32.79)	165.6
13-360-3612 INTEREST ON ASSESSMENT	2,569.08	11,626.60	11,284.00	(342.60)	103.0
13-360-3630 ASSESSMENTS REVENUE	22,696.85	73,365.39	68,417.00	(4,948.39)	107.2
TOTAL MISCELLANEOUS REVENUES	25,271.04	85,074.78	79,751.00	(5,323.78)	106.7
TOTAL FUND REVENUE	25,271.04	85,074.78	79,751.00	(5,323.78)	106.7

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

SID # 7 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SID # 7 BOND FUND EXPENDITURES</u>					
13-470-4041 COUNTY TREASURER FEES	252.66	849.92	797.00	(52.92)	106.6
13-470-7072 INTEREST EXPENSE	4,810.00	4,810.00	10,000.00	5,190.00	48.1
13-470-7073 BOND PRINCIPAL PAYMENT	60,000.00	60,000.00	80,000.00	20,000.00	75.0
TOTAL SID # 7 BOND FUND EXPENDITURES	65,062.66	65,659.92	90,797.00	25,137.08	72.3
TOTAL FUND EXPENDITURES	65,062.66	65,659.92	90,797.00	25,137.08	72.3
NET REVENUE OVER EXPENDITURES	(39,791.62)	19,414.86	(11,046.00)	(30,460.86)	175.8

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

ARAPAPAHOE COUNTY OPEN SPACE F

<u>ASSETS</u>		
14-1000	CASH - COMBINED FUND	(930,386.59)
14-1042	INVESTMENT ACCOUNT-CSAFE	261,546.85
14-1043	INVEST ACCT-COLOTRUST	1,622,367.21
		953,527.47
	TOTAL ASSETS	953,527.47
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
14-2071	ARAP CO SALES TAX COLLECTED	28,952.03
	TOTAL LIABILITIES	28,952.03
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
14-2900	FUND BALANCE	771,555.33
	REVENUE OVER EXPENDITURES - YTD	153,020.11
	BALANCE - CURRENT DATE	924,575.44
	TOTAL FUND EQUITY	924,575.44
	TOTAL LIABILITIES AND EQUITY	953,527.47

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

ARAPAPAHOE COUNTY OPEN SPACE F

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSE AND PERMIT REVENUES</u>					
14-320-3200 OPEN SPACE SHAREBACK	.00	151,811.01	130,000.00	(21,811.01)	116.8
14-320-3220 SALES TAX COLLECTION FEE	1,523.79	1,981.02	2,000.00	18.98	99.1
TOTAL LICENSE AND PERMIT REVENUES	1,523.79	153,792.03	132,000.00	(21,792.03)	116.5
<u>MISCELLANEOUS REVENUES</u>					
14-360-3611 INTEREST INCOME	893.94	4,541.30	1,400.00	(3,141.30)	324.4
14-360-3680 OTHER REVENUE	.00	4,039.94	.00	(4,039.94)	.0
14-360-3681 GRANT REVENUE	.00	41,211.68	.00	(41,211.68)	.0
TOTAL MISCELLANEOUS REVENUES	893.94	49,792.92	1,400.00	(48,392.92)	3556.6
TOTAL FUND REVENUE	2,417.73	203,584.95	133,400.00	(70,184.95)	152.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

ARAPAPAHOE COUNTY OPEN SPACE F

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE FUND EXPENDITURES</u>					
14-450-9091 TRAIL IMPROVEMENTS	730.50	8,720.50	90,000.00	81,279.50	9.7
14-450-9092 PARK IMPROVEMENTS	22,336.31	23,114.34	510,000.00	486,885.66	4.5
14-450-9100 3 POND PARK IRRIGATION & TREE	.00	2,046.00	.00	(2,046.00)	.0
14-450-9101 TRAIL INVENTORY GRANT FUNDS	.00	16,684.00	.00	(16,684.00)	.0
TOTAL OPEN SPACE FUND EXPENDITURES	23,066.81	50,564.84	600,000.00	549,435.16	8.4
TOTAL FUND EXPENDITURES	23,066.81	50,564.84	600,000.00	549,435.16	8.4
NET REVENUE OVER EXPENDITURES	(20,649.08)	153,020.11	(466,600.00)	(619,620.11)	32.8

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

WATER AND SEWER FUND

<u>ASSETS</u>			
20-1000	CASH - COMBINED FUND	76,451.81	
20-1041	INVESTMENT ACCOUNT	738,230.40	
20-1151	ACCOUNTS RECEIVABLE	5,276.50	
20-1551	SEWER LINES	708,364.00	
20-1601	ACCUMULATED DEPRECIATION	(507,327.00)	
	TOTAL ASSETS		1,020,995.71
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
20-2901	RETAINED EARNINGS	345,894.62	
20-2951	CONTRIBUTED CAPITAL-TAPS	438,450.00	
20-2961	CONTRIBUTED CAPITAL-SEWER	571,808.00	
UNAPPROPRIATED FUND BALANCE:			
20-2900	FUND BALANCE	(433,054.34)	
	REVENUE OVER EXPENDITURES - YTD	97,897.43	
	BALANCE - CURRENT DATE	(335,156.91)	
	TOTAL FUND EQUITY		1,020,995.71
	TOTAL LIABILITIES AND EQUITY		1,020,995.71

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

WATER AND SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSE AND PERMIT REVENUES</u>					
20-320-3225	.00	50.00	.00	(50.00)	.0
20-320-3226	.00	.00	2,328.00	2,328.00	.0
20-320-3228	.00	99,868.54	74,496.00	(25,372.54)	134.1
TOTAL LICENSE AND PERMIT REVENUES	.00	99,918.54	76,824.00	(23,094.54)	130.1
<u>MISCELLANEOUS REVENUES</u>					
20-360-3611	359.77	1,924.89	800.00	(1,124.89)	240.6
20-360-3680	.00	950.00	.00	(950.00)	.0
TOTAL MISCELLANEOUS REVENUES	359.77	2,874.89	800.00	(2,074.89)	359.4
TOTAL FUND REVENUE	359.77	102,793.43	77,624.00	(25,169.43)	132.4

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2016

WATER AND SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER & SEWER EXPENDITURES</u>					
20-461-4042 LEGAL COUNSEL	.00	957.00	1,000.00	43.00	95.7
20-461-4049 OTHER CONTRACTUAL	.00	.00	30,000.00	30,000.00	.0
20-461-5052 SEWER REPAIRS & MAINTENANCE	900.00	3,085.00	500,000.00	496,915.00	.6
20-461-6063 TRAINING, DUES & SUB	.00	854.00	1,000.00	146.00	85.4
TOTAL WATER & SEWER EXPENDITURES	900.00	4,896.00	532,000.00	527,104.00	.9
TOTAL FUND EXPENDITURES	900.00	4,896.00	532,000.00	527,104.00	.9
NET REVENUE OVER EXPENDITURES	(540.23)	97,897.43	(454,376.00)	(552,273.43)	21.6

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
JUNE 30, 2016

PARKS AND RECREATION FUND

<u>ASSETS</u>		
30-1000	CASH - COMBINED FUND	(214,935.86)
30-1031	CASH-COUNTY TREASURER GENERAL	336,401.73
30-1041	INVEST ACCT. WF	(859,952.28)
30-1042	INVESTMENT ACCOUNT-CSAFE	(25,111.57)
30-1043	INVEST ACCT-COLOTRUST+	4,366,051.72
30-1051	TAXES RECEIVABLE	138,268.75
30-1551	HEALTH & DENTAL INS. PAYABLES	208.59
30-1632	GROUND IMPROVEMENTS	39,485.00
30-1646	PARKS & TRAILS EQUIPMENT	324,014.04
30-1701	COMPUTER LOAN PROGRAM	(1,363.57)
		4,103,066.55
	TOTAL ASSETS	4,103,066.55
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
30-2221	DEFERRED TAX REVENUE	138,268.75
30-2641	INVESTMENT IN FIXED ASSETS	363,499.04
		501,767.79
	TOTAL LIABILITIES	501,767.79
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
30-2900	FUND BALANCE	2,275,954.52
	REVENUE OVER EXPENDITURES - YTD	1,325,344.24
		3,601,298.76
	BALANCE - CURRENT DATE	3,601,298.76
	TOTAL FUND EQUITY	3,601,298.76
	TOTAL LIABILITIES AND EQUITY	4,103,066.55

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

PARKS AND RECREATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>						
30-310-3111	CURRENT PROPERTY TAXES	338,659.92	1,650,990.15	1,772,749.00	121,758.85	93.1
30-310-3121	SPECIFIC OWNERSHIP TAXES	.00	.00	10,000.00	10,000.00	.0
TOTAL TAX REVENUES		338,659.92	1,650,990.15	1,782,749.00	131,758.85	92.6
<u>MISCELLANEOUS REVENUES</u>						
30-360-3611	INTEREST INCOME	1,661.18	7,733.93	5,000.00	(2,733.93)	154.7
30-360-3680	OTHER REVENUES	.00	1,869.12	.00	(1,869.12)	.0
TOTAL MISCELLANEOUS REVENUES		1,661.18	9,603.05	5,000.00	(4,603.05)	192.1
TOTAL FUND REVENUE		340,321.10	1,660,593.20	1,787,749.00	127,155.80	92.9

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2016

PARKS AND RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION EXPENDITURE</u>					
30-432-1011 PERSONAL SERVICES	29,371.33	171,525.89	420,282.00	248,756.11	40.8
30-432-1013 SOCIAL SECURITY TAXES	2,311.05	13,403.90	33,623.00	20,219.10	39.9
30-432-1014 RETIREMENT 401-MGMT	362.80	2,358.20	4,600.00	2,241.80	51.3
30-432-1015 RETIREMENT 457 DEF COMP	669.12	4,556.47	8,000.00	3,443.53	57.0
30-432-1016 HEALTH-LIFE-DENTAL INSURANCE	4,641.77	28,350.62	58,000.00	29,649.38	48.9
30-432-1018 UNIFORM EXPENSE	(5.71)	1,425.04	3,500.00	2,074.96	40.7
30-432-1019 OVERTIME	626.69	1,906.73	5,000.00	3,093.27	38.1
30-432-2021 OFC-SUPPLIES-POSTAGE	117.65	250.26	1,200.00	949.74	20.9
30-432-2023 PLANT SUPPLIES	138.72	1,364.27	3,500.00	2,135.73	39.0
30-432-2025 GENERAL INFRASTRUCTURE MAINT	195.00	4,685.94	15,500.00	10,814.06	30.2
30-432-2026 SNOW AND ICE MELT	.00	.00	1,000.00	1,000.00	.0
30-432-2027 PARK SIGNAGE	.00	.00	1,000.00	1,000.00	.0
30-432-2028 SPECIAL MATERIALS	482.01	3,795.92	7,050.00	3,254.08	53.8
30-432-3032 WATER	53.74	1,174.85	30,000.00	28,825.15	3.9
30-432-3033 COMMUNICATIONS	135.65	1,759.34	3,200.00	1,440.66	55.0
30-432-4041 COUNTY TREASURER FEES	3,386.60	16,509.90	17,727.00	1,217.10	93.1
30-432-4043 LEGAL/SURVEYING	.00	.00	4,000.00	4,000.00	.0
30-432-4046 ENGINEERING	.00	472.00	14,000.00	13,528.00	3.4
30-432-4047 FORESTRY/ROW TREE MAINT.	2,260.00	11,561.95	28,000.00	16,438.05	41.3
30-432-4048 VEHICLE MAINTENANCE CONTRACT	376.19	8,200.07	16,000.00	7,799.93	51.3
30-432-4049 OTHER CONTRACTUAL SERVICES	.00	.00	8,150.00	8,150.00	.0
30-432-5052 EQUIPMENT MAINTENANCE	.00	1,924.55	6,000.00	4,075.45	32.1
30-432-5053 VEHICLE MAINTENANCE	215.09	2,704.32	4,500.00	1,795.68	60.1
30-432-5054 GASOLINE-OIL	1,362.69	4,448.15	20,000.00	15,551.85	22.2
30-432-5055 GROUNDS MAINTENANCE	479.75	3,843.26	20,000.00	16,156.74	19.2
30-432-6063 TRAIN-DUES-TRAVEL-SUBSC	58.50	2,416.16	7,200.00	4,783.84	33.6
30-432-6064 TESTING-PHYSICALS	.00	.00	500.00	500.00	.0
30-432-6067 SPECIAL EVENTS	327.00	2,213.30	15,000.00	12,786.70	14.8
30-432-6068 MISCELLANEOUS EXPENSES	(4.92)	1,397.81	5,000.00	3,602.19	28.0
30-432-6069 RECREATION REIMBURSEMENT PROGR	3,619.50	41,380.82	233,744.00	192,363.18	17.7
30-432-7071 EQUIPMENT	.00	1,619.24	7,500.00	5,880.76	21.6
30-432-7072 INTEREST EXPENSE	.00	.00	25,387.00	25,387.00	.0
30-432-7073 PRINCIPAL EXPENSE	.00	.00	734,586.00	734,586.00	.0
30-432-7075 ADMINISTRATIVE SERVICES	.00	.00	25,000.00	25,000.00	.0
TOTAL PARKS & RECREATION EXPENDITURE	51,180.22	335,248.96	1,787,749.00	1,452,500.04	18.8
TOTAL FUND EXPENDITURES	51,180.22	335,248.96	1,787,749.00	1,452,500.04	18.8
NET REVENUE OVER EXPENDITURES	289,140.88	1,325,344.24	.00	(1,325,344.24)	.0