

CHERRY HILLS VILLAGE
COLORADO

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

City Hall
Telephone 303-789-2541
FAX 303-761-9386

City Council Agenda
Tuesday, February 17, 2026

City Hall, 2450 East Quincy Avenue, Cherry Hills Village, CO 80113

This meeting will be held in-person at City Hall with no electronic participation.

To attend in person: There is no need to sign up to attend in person. If you would like to speak during audience participation there will be a signup sheet in Council Chambers.

To watch the meeting (no participation): [City Meeting Videos on the City website](#) or [City of Cherry Hills Village YouTube Channel](#)

6:00 PM Study Session: Graywater

6:30 PM Regular Meeting

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Audience Participation Period (limit 5 minutes per speaker)
5. Reports from Members of City Boards and Commissions
6. Consent Agenda
 - a. Approval of February 3, 2026 Minutes
7. Items Removed from Consent Agenda
8. Unfinished Business
 - a. Quincy Farm Visioning
9. New Business
 - a. Public Hearing: Resolution 6, Series 2026; Approving a Minor Subdivision to Create Two Lots from One Lot at 1 Cherry Hills Park Drive
10. Reports
 - a. Mayor
 - b. Members of City Council
 - c. City Manager, City Staff, City Attorney
 - i. Department Monthly Reports
 - ii. Financial Monthly Report
 - iii. Staff Approved Contracts Monthly Report
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 303-783-2732, 72 hours in advance.

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ITEM: STUDY SESSION

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: STUDY SESSION REGARDING GRAYWATER

DATE: FEBRUARY 17, 2026

ISSUE:

Should the City Council (“Council”) provide direction to staff to draft an ordinance prohibiting the use of graywater in the Village?

DISCUSSION:

In 2024, the State Legislature passed House Bill 24-1362 (**Exhibit A**), which authorizes the use of graywater **in new construction** (emphasis added) unless a local government opts out of allowing graywater by either ordinance or resolution.

The term “Graywater” is undefined in HB24-1362, but the Colorado Department of Public Health and Environment (“CDPHE”) provides the following information:

“Graywater is a portion of water used in a residential, commercial, or industrial building that may be collected after the first use and put to a second beneficial use.

Graywater sources may include water discharges from:

- *Bathroom and laundry-room sinks*
- *Bathtubs*
- *Showers*
- *Laundry machines*

Graywater may not include water discharged from:

- *Toilets*
- *Urinals*
- *Kitchen sinks*
- *Dishwashers*
- *Non-laundry utility sinks.*”¹

¹ <https://cdphe.colorado.gov/water-quality/clean-water/regulation-86-graywater-control>

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The primary benefit of using graywater is the potential for water conservation. However, there are also risks associated with it. Specifically, there are risks related to health (cross-contamination can result in the spread of bacteria, viruses, and pathogens), environmental damage (chemicals can harm soils or plants or create algae blooms), and there can be maintenance issues (clogs or failures in the system without proper maintenance).

In putting together the analysis for this discussion, staff reached out to our technical partners for their comments and recommendations. Staff also researched some other jurisdictions. While the information below highlights communities that have prohibited the use of graywater, it is important to note that some communities have chosen to allow graywater. For the communities that allow graywater, they have created a customized set of standards that would need to be created for the Village. Because each set of standards are unique to a given community, an example is not included in this memo. However, CDPHE’s Regulation No. 86 – Graywater Control Regulations (**Exhibit B**) has been provided to inform Council as to what the requirements are for such regulations. See Section 86.9(A) for additional details. To the best of staff’s recollection, there has not been a request for the implementation of a graywater system in the recent past.

Technical Partner Input:

- The City of Cherry Hills Village Sanitation District (“CHVSD”), which is separate from the City of Cherry Hills Village (**Exhibit C**).
 - Position: Advocate for the prohibition of graywater use.
 - Graywater flows (the water associated with a toilet flushing or a sink running) help move solids (waste) through the sewer system.
 - The removal of graywater from the existing sanitary sewer system would adversely affect existing wastewater treatment plants due to the higher concentration of the organic load (waste) they are required to treat.

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- It is impractical and cost-prohibitive to separate graywater flow from existing plumbing systems and then collect and treat that graywater with a separate sewer system and graywater treatment facility.
- While it is impractical to separate graywater from blackwater (water and waste) within existing homes or buildings, new construction could be set up to handle graywater flows separately, but there is nothing in our industry yet that would indicate this could become widespread.
- **ICON Engineering (Exhibit D)**, the City’s civil engineering code consultant.
 - Position: Advocate for the prohibition of graywater use.
 - There is no apparent benefit to the City’s infrastructure for graywater reuse.
- **Shums Coda Associates (Exhibit E)**, the City’s building code consultant.
 - Position: Advocate for the prohibition of graywater use.
 - Graywater reuse systems can fail in ways that create cross-connection hazards, nuisance conditions, and pathogen exposure risks – especially when maintenance lapses or components are damaged.

Arapahoe County and Greenwood Village:

- **City of Greenwood Village (Exhibit F)**.
 - Position: Prohibited graywater use.
 - At the regular meeting of the City Council for Greenwood Village on November 3, 2025, the Council unanimously voted to prohibit the use of graywater in Greenwood Village.
 - It is in the best interests of and necessary for the protection of the health, safety, and welfare of the public.
- **Unincorporated Arapahoe County (Exhibit G)**.
 - Position: Prohibited graywater use.
 - At the business meeting for the Arapahoe County Board of County Commissioners on October 14, 2025, the Commissioners unanimously voted to prohibit the use of graywater in unincorporated Arapahoe County.
 - There is not sufficient justification to permit the use of graywater systems within unincorporated Arapahoe County, considering factors such as public and environmental health considerations, fiscal impacts of various options, Arapahoe County’s capacity to implement and enforce such system uses, and the extent of public demand.

OPTIONS FOR COUNCIL CONSIDERATION:

1. Proceed with an ordinance to prohibit the use of graywater in the Village at this time. This is staff’s recommendation. Staff’s position is based on the response from the technical partners and the actions of Arapahoe County and Greenwood Village.
 - If this option is the desire of the Council, staff will bring forward an ordinance for the Council to adopt in the near future.

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2. Proceed with an ordinance to create standards that allow for the use of graywater in the Village.
 - If this option is the desire of the Council, staff will begin coordinating with technical experts (water district(s), sewer district(s), health department(s), Shums Coda, and ICON Engineering) regarding a customized set of standards that meet the needs of the technical experts and comply with all local, state, and federal laws. Staff would then bring forward an ordinance for the Council to adopt later this year.

RECOMMENDED MOTION:

None. This item is for Council discussion and direction.

EXHIBIT(S):

Exhibit A: HB24-1362

Exhibit B: CDPHE Regulation No.86

Exhibit C: CHVSD Email

Exhibit D: ICON Engineering Memo

Exhibit E: Shums Coda Associates Memo

Exhibit F: Greenwood Village Prohibition

Exhibit G: Arapahoe County Prohibition

An Act

HOUSE BILL 24-1362

BY REPRESENTATIVE(S) Lukens and Catlin, McCluskie, Frizell, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, Duran, Epps, Froelich, Hamrick, Hartsook, Herod, Joseph, Kipp, Lieder, Lindstedt, Lynch, Martinez, Marvin, Mauro, McCormick, McLachlan, Ricks, Rutinel, Sirota, Snyder, Taggart, Titone, Valdez, Velasco, Weissman, Willford, Young, English, Soper;

also SENATOR(S) Roberts and Simpson, Bridges, Buckner, Cutter, Exum, Fields, Gardner, Hansen, Jaquez Lewis, Kirkmeyer, Lundeen, Marchman, Michaelson Jenet, Mullica, Pelton B., Pelton R., Priola, Will, Winter F., Zenzinger, Fenberg.

CONCERNING MEASURES TO PROMOTE THE USE OF GRAYWATER.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add 25-8-205.4** as follows:

25-8-205.4. Statewide authorization of graywater use - local government notice required to opt out. (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, A PERSON MAY INSTALL GRAYWATER TREATMENT WORKS AND USE GRAYWATER IN ACCORDANCE WITH SECTION

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

25-8-205 (1)(g) AND RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g).

(2) (a) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY MAY ADOPT A RESOLUTION OR AN ORDINANCE PURSUANT TO SECTION 30-11-107 (1)(kk) OR 31-15-601 (1)(m):

(I) PROHIBITING THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF ALL GRAYWATER IN THE COUNTY OR MUNICIPALITY; OR

(II) PROHIBITING ONE OR MORE CATEGORIES OF GRAYWATER USE THAT THE COMMISSION ESTABLISHES IN RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g).

(b) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY THAT ADOPTS A RESOLUTION OR AN ORDINANCE PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION SHALL NOTIFY THE DIVISION THAT THE BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY PROHIBITS THE USE OF ALL GRAYWATER OR PROHIBITS CERTAIN CATEGORIES OF GRAYWATER USE IN THE COUNTY OR MUNICIPALITY.

(c) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY THAT HAS NOT PROHIBITED THE INSTALLATION OF GRAYWATER TREATMENT WORKS PURSUANT TO SUBSECTION (2)(a)(I) OF THIS SECTION, PRIOR TO INSTALLATION OF ANY GRAYWATER TREATMENT WORKS, CONTINUES TO BE RESPONSIBLE FOR ADOPTING BUILDING CODES THAT PREVENT GRAYWATER FROM ENTERING A POTABLE WATER SYSTEM AND FOR REPORTING TO THE LOCAL WATER UTILITY THE PLANNED INSTALLATION OF GRAYWATER SYSTEMS THAT REQUIRE BACKFLOW PREVENTION CROSS-CONNECTION CONTROL DEVICES UNDER THE COMMISSION'S RULES FOR THE PURPOSE OF SURVEYING AND TRACKING SUCH DEVICES. FOR EACH LOCATION WITHIN A LOCAL GOVERNMENT'S JURISDICTION AT WHICH GRAYWATER TREATMENT WORKS HAVE BEEN INSTALLED, THE BUILDING DEPARTMENT OF THE LOCAL GOVERNMENT SHALL PROVIDE THE ADDRESS OF THE LOCATION TO EACH WATER UTILITY SERVING THAT LOCATION.

(3) A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY THAT SENDS A NOTICE PURSUANT TO SUBSECTION (2)(b) OF

THIS SECTION MAY SUBSEQUENTLY ADOPT A RESOLUTION PURSUANT TO SECTION 30-11-107 (1)(kk) OR AN ORDINANCE PURSUANT TO SECTION 31-15-601 (1)(m) TO AUTHORIZE THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF GRAYWATER OR TO AUTHORIZE CATEGORIES OF GRAYWATER USE PREVIOUSLY PROHIBITED. A BOARD OR GOVERNING BODY THAT SUBSEQUENTLY AUTHORIZES THE USE OF GRAYWATER PURSUANT TO THIS SUBSECTION (3) SHALL PROMPTLY NOTIFY THE DIVISION OF THE SUBSEQUENT AUTHORIZATION.

(4) UNLESS A BOARD OF COUNTY COMMISSIONERS OR GOVERNING BODY OF A MUNICIPALITY ADOPTS A RESOLUTION OR AN ORDINANCE TO THE CONTRARY, A PERSON MAY INSTALL INDOOR GRAYWATER TREATMENT WORKS PURSUANT TO SUBSECTION (1) OF THIS SECTION ONLY IN NEW CONSTRUCTION PROJECTS.

(5) NOTHING IN THIS SECTION REQUIRES THE PUBLIC DISCLOSURE OF CONFIDENTIAL INFORMATION RELATED TO WATER RIGHTS, WATER SUPPLY, OR WATER FACILITIES.

SECTION 2. In Colorado Revised Statutes, 30-11-107, **amend** (1)(kk) as follows:

30-11-107. Powers of the board. (1) The board of county commissioners of each county has power at any meeting:

(kk) (I) To adopt a resolution, ~~to authorize~~, in consultation with the local board of health, local public health agencies, and any water and wastewater service providers serving the county, REGARDING the use of graywater, as defined in section 25-8-103 (8.3), ~~C.R.S.~~, in compliance with any regulation adopted pursuant to section 25-8-205 (1)(g), ~~C.R.S.~~, and to enforce compliance with the board's resolution. A BOARD OF COUNTY COMMISSIONERS:

(A) MAY ADOPT A RESOLUTION PROHIBITING THE INSTALLATION OF GRAYWATER TREATMENT WORKS, AS DEFINED IN SECTION 25-8-103 (8.4), AND THE USE OF ALL GRAYWATER OR PROHIBITING ONE OR MORE CATEGORIES OF GRAYWATER USE THAT THE WATER QUALITY CONTROL COMMISSION ESTABLISHES IN RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g); AND

(B) PURSUANT TO SECTION 25-8-205.4 (2)(b), SHALL NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF ANY RESOLUTION ADOPTED PURSUANT TO SUBSECTION (1)(kk)(I)(A) OF THIS SECTION. A BOARD OF COUNTY COMMISSIONERS THAT SENDS NOTICE PURSUANT TO THIS SUBSECTION (1)(kk)(I)(B) MAY SUBSEQUENTLY AUTHORIZE THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF GRAYWATER OR AUTHORIZE CATEGORIES OF GRAYWATER USE PREVIOUSLY PROHIBITED AT ANY TIME BY ADOPTING A RESOLUTION. A BOARD OF COUNTY COMMISSIONERS THAT SUBSEQUENTLY AUTHORIZES THE USE OF GRAYWATER SHALL PROMPTLY NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF THE SUBSEQUENT AUTHORIZATION.

(II) ~~Before adopting a resolution to authorize the use of graywater pursuant to subparagraph (I) of this paragraph (kk),~~ A board of county commissioners THAT HAS NOT PROHIBITED ALL GRAYWATER USE PURSUANT TO SUBSECTION (1)(kk)(I) OF THIS SECTION is encouraged to enter into a memorandum of understanding with the local board of health, local public health agencies, and any water and wastewater service providers serving the county concerning graywater usage and the proper installation and operation of graywater treatment works, as defined in section 25-8-103 (8.4). ~~C.R.S.~~

SECTION 3. In Colorado Revised Statutes, 31-15-601, **amend** (1)(m) as follows:

31-15-601. Building and fire regulations - emission performance standards required - reporting. (1) The governing bodies of municipalities have the following powers in relation to building and fire regulations:

(m) (I) To adopt an ordinance, ~~to authorize,~~ in consultation with the local board of health, local public health agencies, and any water and wastewater service providers serving the municipality, REGARDING the use of graywater, as defined in section 25-8-103 (8.3), ~~C.R.S.~~, in compliance with any regulation adopted pursuant to section 25-8-205 (1)(g), ~~C.R.S.~~, and to enforce compliance with the governing body's ordinance. THE GOVERNING BODY OF A MUNICIPALITY:

(A) MAY ADOPT AN ORDINANCE PROHIBITING THE INSTALLATION OF

GRAYWATER TREATMENT WORKS, AS DEFINED IN SECTION 25-8-103 (8.4), AND THE USE OF ALL GRAYWATER OR PROHIBITING ONE OR MORE CATEGORIES OF GRAYWATER USE THAT THE WATER QUALITY CONTROL COMMISSION ESTABLISHES IN RULES ADOPTED PURSUANT TO SECTION 25-8-205 (1)(g); AND

(B) PURSUANT TO SECTION 25-8-205.4 (2)(b), SHALL NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF ANY ORDINANCE ADOPTED PURSUANT TO SUBSECTION (1)(m)(I)(A) OF THIS SECTION. A GOVERNING BODY OF A MUNICIPALITY THAT SENDS NOTICE PURSUANT TO THIS SUBSECTION (1)(m)(I)(B) MAY SUBSEQUENTLY AUTHORIZE THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE USE OF GRAYWATER OR AUTHORIZE CATEGORIES OF GRAYWATER USE PREVIOUSLY PROHIBITED AT ANY TIME BY ADOPTING AN ORDINANCE. A GOVERNING BODY OF A MUNICIPALITY THAT SUBSEQUENTLY AUTHORIZES THE USE OF GRAYWATER SHALL PROMPTLY NOTIFY THE DIVISION OF ADMINISTRATION WITHIN THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OF THE SUBSEQUENT AUTHORIZATION.

~~(II) Before adopting an ordinance to authorize the use of graywater pursuant to subparagraph (I) of this paragraph (m), the~~ A municipal governing body THAT HAS NOT PROHIBITED ALL GRAYWATER USE PURSUANT TO SUBSECTION (1)(m)(I) OF THIS SECTION is encouraged to enter into a memorandum of understanding with the local board of health, local public health agencies, and any water and wastewater service providers serving the municipality concerning graywater usage and the proper installation and operation of graywater treatment works, as defined in section 25-8-103 (8.4). ~~C.R.S.~~

SECTION 4. In Colorado Revised Statutes, 25-8-205, amend (1)(g) as follows:

25-8-205. Control regulations. (1) The commission may promulgate control regulations for the following purposes:

(g)(I) To describe requirements, prohibitions, and standards for the use of graywater for nondrinking purposes, to encourage the use of graywater, and to protect public health and water quality.

~~(II) Except as authorized in section 25-8-205.3, graywater may be~~

~~used only in areas where the local city, city and county, or county has adopted an ordinance or resolution approving the use of graywater pursuant to section 30-11-107 (1)(kk) or 31-15-601 (1)(m). The A city, city and county, or county that has adopted an ordinance or resolution approving~~ REGARDING the use of graywater pursuant to section 30-11-107 (1)(kk) or 31-15-601 (1)(m) has exclusive enforcement authority regarding compliance with the ordinance or resolution.

(III) Use of graywater ~~shall be~~ IS allowed only in accordance with the terms and conditions of the decrees, contracts, and well permits applicable to the use of the source water rights or source water and any return flows ~~therefrom~~ FROM THE SOURCE WATER, and ~~no use of~~ graywater USE shall NOT be allowed IN A MANNER that ~~would~~ IS not be allowed under such decrees, contracts, or permits. ~~if the graywater ordinance or resolution did not exist.~~

~~(IV) A local city, city and county, or county may only authorize the use of graywater in accordance with federal, state, and local requirements.~~

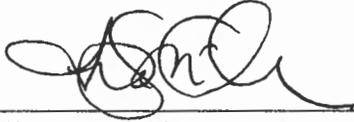
SECTION 5. In Colorado Revised Statutes, 25-8-205.3, **repeal** (2)(c) as follows:

25-8-205.3. Exemption from control regulations for graywater research - definition. (2) A person collecting, treating, or using graywater pursuant to this section:

~~(c) May collect, treat, and use the graywater in an area that is not within the jurisdiction of any city, city and county, or county that has adopted an ordinance or resolution authorizing graywater use pursuant to section 25-8-205 (1)(g)(H);~~

SECTION 6. Act subject to petition - effective date. This act takes effect January 1, 2026; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be

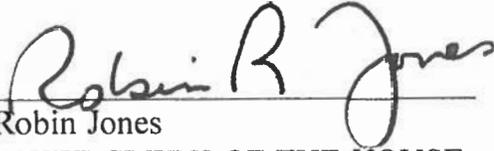
held in November 2024 and, in such case, will take effect January 1, 2026, or on the date of the official declaration of the vote thereon by the governor, whichever is later.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE

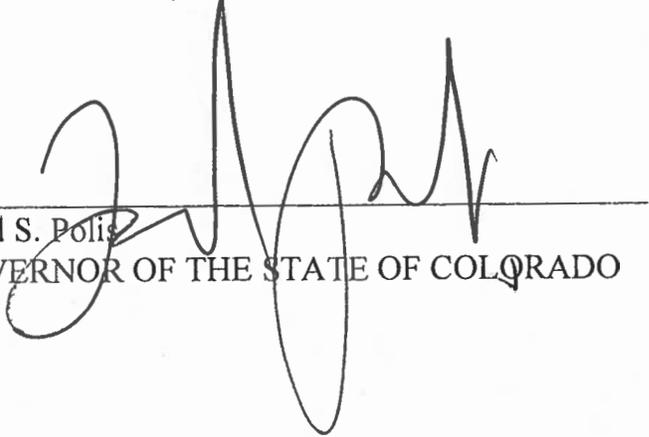


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Wednesday May 29th 2024 at 12:20 PM
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Water Quality Control Commission

REGULATION NO. 86 - GRAYWATER CONTROL REGULATION

5 CCR 1002-86

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

86.1 Authority

This regulation is promulgated pursuant to the Colorado Water Quality Control Act (CWQCA) sections 25-8-101 through 25-8-1008, C.R.S. In particular, it is promulgated under section 25-8-205(1)(g), C.R.S.

86.2 Purpose and Scope

A. Purpose

Graywater is expected to carry human pathogens with various risk levels and pathways that have the potential to be dangerous to public health. Therefore, the purpose of this regulation, as authorized by section 25-8-205(1)(g), is to describe requirements, prohibitions, and standards for the use of graywater for nondrinking water purposes, to encourage the use of graywater, and to protect public health and water quality.

B. Scope

This regulation establishes the allowed users and allowed uses of graywater within the state of Colorado; establishes the minimum state-wide standards for the location, design, construction, operation, installation, modification of graywater treatment works; and establishes the minimum ordinance or resolution requirements for a city, city and county, or county that chooses to authorize graywater use within its jurisdiction.

86.3 Severability

The provisions of this regulation are severable, and if any provisions or the application of the provisions to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this regulation shall not be affected thereby.

86.4 Voluntary Local Graywater Control Programs

Each local city, city and county, or county has the discretion to decide whether to adopt any of the graywater uses along with the associated minimum design criteria and control measures set forth in this regulation.

86.5 Materials Incorporated by Reference

The materials incorporated by reference cited herein include only those versions that were in effect as of November 13, 2023 and not later amendments to the incorporated material.

All materials referenced in this regulation may be examined online, where available, or at the Water Quality Control Division, at the Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

86.6 Applicability

- A. All graywater uses and graywater treatment works must comply with the minimum requirements of this regulation as set forth in a local graywater control program.
1. Graywater treatment works may only be installed and operated within the jurisdiction of a city, city and county, or county with a local graywater control program.
 2. Graywater treatment works installed prior to the effective date of this regulation are only allowed under a local graywater control program and must meet the local requirements adopted pursuant to these regulations. Graywater treatment works that reuse graywater for outdoor subsurface irrigation which were approved by a local public health agency prior to May 15, 2013 and pursuant to 5 CCR 1002-43, section 43.4(J) or pursuant to 5 CCR 1003-6, section IV.J, and which are in compliance with all requirements imposed by the local public health agency, are deemed to be in compliance with the requirements of this regulation unless or until any modification to the graywater treatment works is made.
 3. Approved graywater treatment works installed prior to the effective date of this regulation are deemed to be in compliance with the requirements of this regulation unless or until any modification to the graywater treatment works is made; or the local agency identifies an environmental or public health risk with the existing treatment works' historically approved design and revokes or rescinds approval. Upon revoking or rescinding approval, the local agency has up to 365 days to upgrade any existing graywater treatment works to meet the requirements of the local graywater control program's ordinance or resolution.
 4. Graywater treatment works installed under a local graywater control program which is later revoked or rescinded must within 365 days:
 - a. Be physically removed or permanently disconnected; or
 - b. Be regulated under a limited graywater control program for existing graywater treatment works. In this case, the local city, city and county, or county must continue the limited graywater control program for the existing graywater treatment works only; or
 - c. Be regulated under another jurisdiction's local graywater control program which assumes authority over the existing graywater treatment works. The existing graywater treatment works will need to comply with the new city, city and county, or county's local graywater control program, including any required graywater treatment works modifications.
 5. In the event that a property with a compliant graywater treatment works is annexed or de-annexed into a jurisdiction with differing graywater requirements, the property owner must within 365 days:
 - a. Ensure the graywater treatment works is physically removed or permanently disconnected; or
 - b. Ensure the graywater treatment works is incorporated into another city, city and county, or county's local graywater control program. This includes conforming to the minimum requirements of the new local graywater control program and may include improving or modifying the graywater treatment works.

6. A local agency that is subject to one of the control regulations 5 CCR 1002-71 through 1002-75 must notify the control basin authority of its plan to adopt a local graywater control program prior to adopting an ordinance or resolution. The graywater control program must require that the use of graywater be in compliance with any applicable requirements in 5 CCR 1002-71 through 1002-75.
- B. Graywater use is only allowed under a local graywater control program and must meet the local requirements adopted pursuant to these regulations. Unauthorized graywater use and discharges are prohibited.
- C. This regulation does not apply to: discharges pursuant to a Colorado Discharge Permit System (CDPS) or National Pollution Discharge Elimination System (NPDES) permit, wastewater that has been treated and released to state waters prior to subsequent use, wastewater that has been treated and used at a domestic wastewater treatment works for landscape irrigation or process uses, on-site wastewater treatment works authorized under Regulation No. 43, reclaimed wastewater authorized under Regulation No. 84, water used in an industrial process that is internally recycled, and rainwater harvesting.
- D. Local agencies have 365 days from the effective date of this regulation to update their local graywater ordinance or resolution to be at least as stringent as this regulation.

86.7 Enforcement and Division Oversight

- A. The local city, city and county, or county with a local graywater control program has exclusive enforcement authority regarding compliance with the ordinance or resolution and, if applicable, rule.
- B. The Colorado Water Quality Control Division oversees state-wide implementation of this regulation. As part of the state-wide implementation, a local city, city and county, or county that chooses to adopt a local graywater control program must notify the Water Quality Control Division at least 60 days prior to scheduling adoption of an ordinance or resolution. A copy of the ordinance or resolution and, if applicable, rule must be submitted to: Water Quality Control Division, Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530. All local graywater control program ordinances or resolutions must be transmitted to the division no later than five (5) business days after final adoption.
- C. Any portions of the local ordinance or resolution determined by the division not to be in compliance with this regulation must be revised by the local city, city and county, or county within 180 days of written notification by the division.

86.8 Definitions

- (1) "Agronomic rate" means the rate of application of nutrients to plants that is necessary to satisfy the nutritional requirements of the plants.
- (2) "Agricultural irrigation" means irrigation of crops produced for direct human consumption, crops where lactating dairy animals forage, and trees that produce nuts or fruit intended for human consumption. This definition includes household gardens and fruit trees.
- (3) "Backflow Contamination Event" means backflow into a public water system or potable water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

- (4) "Backflow Prevention Assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- (5) "Backflow Prevention Method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
- (6) "Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This 1-percent annual chance flood is also referred to as the 100-year flood.
- (7) "Base Flood Elevation (BFE)" - The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.
- (8) "Closed sewerage system" means either a permitted domestic wastewater treatment works, which includes a permitted and properly functioning OWTS with a design capacity more than 2,000 gallons per day (gpd), or a properly functioning and approved or permitted OWTS with a design capacity of 2,000 gpd or less.
- (9) "Commission" means the Water Quality Control Commission created by section 25-8-201, C.R.S.
- (10) "Component" means a subpart of a graywater treatment works which may include multiple devices.
- (11) "Cross-Connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.
- (12) "Design" means the process of selecting and documenting in writing the size, calculations, site specific data, location, equipment specification and configuration of treatment components that match site characteristics and facility use.
- (13) "Design flow" means the estimated volume of graywater per unit of time for which a component or graywater treatment works is designed.
- (14) "Dispersed subsurface irrigation" means a subsurface irrigation system including piping, pumps, and emitters installed throughout an irrigation area.
- (15) "Division" means the Water Quality Control Division of the Colorado Department of Public Health and Environment.
- (16) "ENERGY STAR (ENERGY STAR®)" means the Environmental Protection Agency's designation for energy efficient appliance as authorized by 42 U.S.C. Section 6294a. (Note: Determination of whether the appliance is designated, has an IWF and to determine the IWF, visit the Department of Energy's ENERGY STAR Certified Residential Clothes Washers website: <https://www.energystar.gov/productfinder/product/certified-clothes-washers/>)

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- (17) "Facility" means any building, structure, or installation, or any combination thereof that uses graywater subject to a local graywater control program, is located on one or more contiguous or adjacent properties, and is owned or operated by the same person or legal entity. Facility is synonymous with the term operation.
- (18) "Floodplain (100-year)" means an area adjacent to a river or other watercourse which is subject to flooding as the result of the occurrence of a one hundred (100) year flood, and is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public or environmental health and safety or to property or is designated by the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.
- (19) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot or as designated by the Federal Emergency Management Agency or National Flood Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodway elevation and location.
- (20) "Graywater" means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks.
- (21) "Graywater treatment works" means an arrangement of devices and structures used to: (a) collect graywater from within a building or a facility; and (b) treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.
- (22) "Indirect connection" means a waste pipe from a graywater treatment works that does not connect directly with the closed sewerage system, but that discharges into the closed sewerage system through an air break or air gap into a trap, fixture, receptor, or interceptor.
- (23) "Integrated Water Factor (IWF)" means a measure of water efficiency in gallons of water consumed per cubic foot of capacity.
- (24) "Laundry to Landscape" means a form of graywater treatment works designed to reuse water from a laundry machine for mulch basin subsurface irrigation.
- (25) "Legally responsible party"
- (1) For a residential property, the legally responsible party is the property owner.
 - (2) For a corporation, the legally responsible party is a responsible corporate officer, either:
 - (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

- (ii) the manager of operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for approval application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (3) For a partnership or sole proprietorship, the legally responsible party is either a general partner or the proprietor, respectively.
- (4) For a municipality, State, Federal, or other public agency, the legally responsible party is a principal executive officer or ranking elected official, either
 - (i) the chief executive officer of the agency, or
 - (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).
- (26) "Limited local graywater control program" is a local graywater control program limited to existing graywater treatment works and which does not accept new graywater treatment works.
- (27) "Local agency" means any local city, city or county, county agency including, but not limited to, a department, local public health agency, or district which is delegated the authority to administer all or a portion of the responsibilities of the local graywater control program.
- (28) "Local graywater control program" is a local ordinance or resolution and, if applicable, rule, including implementation practices, authorized by a city, city and county or county which is in compliance with the minimum requirements of this regulation.
- (29) "Local public health agency" means any county, district, or municipal public health agency and may include a county, district, or municipal board of health.
- (30) "Modification" means the alteration or replacement of any component of a graywater treatment works that can affect the quality of the finished water, the rated capacity of a graywater treatment works, the graywater use, alters the treatment process of a graywater treatment works, or compliance with this regulation and the local graywater control program. This definition does not include normal operations and maintenance of a graywater treatment works.
- (31) "Mulch" means organic material including but not limited to leaves, prunings, straw, pulled weeds, and wood chips.
- (32) "Mulch basin" means a type of subsurface irrigation or treatment field filled with mulch or other approved permeable material of sufficient depth, length, and width to prevent ponding or runoff. A mulch basin may include a basin around a tree, a trough along a row of plants, or other shapes necessary for irrigation.
- (33) "On-site wastewater treatment system" or "OWTS" means an absorption system of any size or flow or a system or facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works.

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- (34) "Percolation test" means a subsurface soil test at the depth of a proposed irrigation area to determine the water absorption capability of the soil, the results of which are normally expressed as the rate at which one inch of water is absorbed. The rate is expressed in minutes per inch.
- (35) "Potable water system" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, where such system has less than fifteen service connections or regularly serves less than an average of at least 25 individuals daily at least 60 days per year.
- (36) "Professional engineer" means an engineer licensed in accordance with section 12-25-1, C.R.S.
- (37) "Public nuisance" means the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience or damage to others, including to an individual or to the general public.
- (38) "Public water system" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. A public water system is either a community water system or a non-community water system. Such term does not include any special irrigation district. Such term includes:
- (a) Any collection, treatment, storage, and distribution facilities under control of the supplier of such system and used primarily in connection with such system.
 - (b) Any collection or pretreatment storage facilities not under such control, which are used primarily in connection with such system.
- (39) "Single family" means a detached or attached structure, arranged and designed as a single family residential unit intended to be occupied by not more than one family and that has separate water and sewer service connections from other dwelling units.
- (40) "Site evaluation" means an analysis of soil and site conditions for a graywater subsurface irrigation or mulch basin area to achieve requirements in Section 86.12(B) – Design criteria for subsurface irrigation systems, including mulch basins.
- (41) "Soil horizon" means layers in the soil column differentiated by changes in texture, color, redoximorphic features, bedrock, structure, consistence, and any other characteristic that affects water movement.
- (42) "Soil profile test pit" means a trench or other excavation used for access to evaluate the soil horizons for properties influencing effluent movement, bedrock, evidence of seasonal high ground water, and other information to be used in locating and designing a graywater subsurface irrigation or mulch basin area.
- (43) "Soil structure" means the naturally occurring combination or arrangement of primary soil particles into secondary units or peds; secondary units are characterized on the basis of shape, size class, and grade (degree of distinctness).
- (44) "Suitable soil" means unsaturated soil in which the movement of water, air, and growth of roots is sustained to support healthy plant life and conserve moisture. Soil criteria for graywater subsurface irrigation are further defined in section 86.12.
- (45) "Subsurface irrigation" means a discharge of graywater into soil a minimum of two inches (2") and no deeper than twelve inches (12") below the finished grade.

- (46) “State waters” means any and all surface and subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.
- (47) “WaterSense” means the Environmental Protection Agency’s designation for water efficient fixtures or an analogous successor program.

Table 8-1 Abbreviations and Acronyms

ANSI	American National Standards Institute
C.R.S.	Colorado Revised Statutes
CDPS	Colorado Discharge Permit System
FEMA	Federal Emergency Management Agency
gpd	gallons per day
IWF	Integrated Water Factor
LA	Landscape Area
LRG	Loading Rate for Graywater
MAC	Maximum Absorption Capacity
mg/L	milligrams per Liter
MPI	Minutes Per Inch
NFIP	National Flood Insurance Program
NSF	NSF International, formally known as National Sanitation Foundation
O&M	Operations and Maintenance
OWTS	On-site Wastewater Treatment System(s)

86.9 Administration

A. Local Coordination

Nothing in this regulation shall be deemed to limit the authority of local cities, cities and counties, or counties, pursuant to section 29-1-203, C.R.S., to enter into intergovernmental agreements with each other pertaining to the coordinated adoption and operation of local graywater control program.

B. Minimum Requirements for a Local Graywater Control Program

1. The local city, city and county, or county that chooses to authorize graywater use within its jurisdiction must adopt an ordinance or resolution which meets the following minimum requirements:

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- a. Require compliance with the minimum requirements of this regulation.
 - b. Require compliance with all applicable federal, state, and local requirements.
 - c. Define the legal boundary of the local city, city and county, or county's local graywater control program. If the area in which graywater treatment works are allowed by a local control program is smaller than the maximum legal boundary, then the excluded area must be clearly identified.
 - d. Identify the local agency, or agencies, that is responsible for oversight and implementation of all graywater regulatory activities including, but not limited to, design review, inspection, enforcement, tracking, and complaints.
 - e. Identify if a fee(s) will be imposed for graywater activities, and if so, which local agency establishes the fee(s) and where fee(s) information is located.
 - f. Require a searchable tracking mechanism that is indefinitely maintained by the local agency that must include, at a minimum, the following information:
 - i. Legal address of each facility with graywater treatment works, allowed graywater uses at each facility, and a graywater treatment works description;
 - ii. The legally responsible party associated with every graywater treatment works;
 - iii. Where required, the certified operator associated with every graywater treatment works; and
 - iv. Any changes to the legally responsible party, certified operator, and status of the graywater treatment works must be updated within 60 days.
 - g. Require the local agency to administer and enforce the provisions of the ordinance or resolution, and where applicable for certain program elements, the rule.
2. The local city, city and county, or county that chooses to authorize graywater use within its jurisdiction must adopt an ordinance, resolution or rule which meets the following minimum requirements:
 - a. Require a local agency to develop a graywater design criteria document, which includes the following:
 - i. Requirements that are at least as stringent as the minimum design requirements in this regulation; and
 - ii. Define a site evaluation protocol for subsurface irrigation systems as defined in section 86.12(B)(1)(i)(i).
 - b. Identify which graywater use categories as defined in section 86.10 are allowed within the legal boundary of the local graywater control program.

- c. Require a local agency to approve or deny the installation of new graywater treatment works or modifications to an existing graywater treatment works, and as part of the review process the local agency(ies) must consider the design documentation associated with the graywater treatment works, which must include the following information:
 - i. The graywater uses;
 - ii. Location of the graywater treatment system;
 - iii. Design flow calculations for the graywater treatment works;
 - iv. The fixture(s) that are the source(s) of the graywater;
 - v. The design of the plumbing and irrigation system for non-single family uses (Categories B2, C2 and D2 in section 86.10);
 - vi. A description of the products or components;
 - vii. If applicable, any supporting soil analysis information for subsurface irrigation uses;
 - viii. Contact information for system designer or professional engineer and operator for non-single family graywater treatment works with a design capacity greater than 2,000 gallons per day;
 - ix. Name and address of the legally responsible party; and
 - x. Must be signed by the legally responsible party.
- d. Require that graywater treatment works be inspected or verified and accepted by the local agency, in a format or means specified by the local agency.
- e. Require an operation and maintenance (O&M) manual (section 86.15), including the manufacturer's manual (if any) for all graywater treatment works, and require that the O&M manual meet the following:
 - i. Remain with the graywater treatment works throughout the life of the system;
 - ii. Be updated at the time the system is modified; and
 - iii. Upon change of ownership or occupancy of the property where the graywater treatment works is located, transfer to the new owner or tenant.
- f. If reporting to the local city, city and county, county, or local agency is required, identify the reporting requirements, including the required parameters and the required frequency.

C. Discontinuation of local graywater program

A local city, city and county, and county that decides to revoke or rescind an adopted local graywater control program must require that all previously allowed graywater treatment works either:

1. Be physically removed or permanently disconnected; or
2. Be regulated under a limited graywater control program for existing graywater treatment works. In this case, the local city, city and county, or county must continue a limited graywater control program for the existing graywater treatment works. The limited graywater program must include a graywater control program for the existing graywater treatment works but no new graywater treatment works. At a minimum, the limited graywater control program must include items: 86.9(B)(1)(a), 86.9(B)(1)(b), 86.9(B)(1)(d), 86.9(B)(1)(f), 86.9(B)(1)(g) and 86.9(B)(2)(e). If the limited graywater control program allows modifications to existing treatment works then items 86.9(B)(2)(a), 86.9(B)(2)(b), and 86.9(B)(2)(c) must also be included; or
3. Be regulated under another jurisdiction's local graywater control program which assumes authority over the existing graywater treatment works. The existing graywater treatment works will need to comply with the new city, city and county, or county's local graywater control program, including any required graywater treatment works modifications.

86.10 Graywater Use Categories

General: The graywater use categories allowed are defined below. A single facility may have multiple graywater treatment works and uses as long as all applicable use and design requirements are satisfied.

Table 10-1: Graywater Use Categories and Corresponding Applications and Requirement Locations

Graywater Use Category	Use	Graywater Source(s)	End Use	Flow Projections Location	Design Criteria Location (86.12(A) applies to all graywater treatment works)	Signage Requirements for Graywater Treatment Works (86.13(A) applies to all graywater treatment works)	Control Measures for Graywater Use Categories (86.14(B) applies to all Graywater Use Categories)
A1	Single family subsurface irrigation of landscapes and edible crops	Laundry Machines	Outdoor mulch basins (single family dwelling)	86.11(A)(1)(a)	86.12(B)(1) and (2)	None required	86.14(C)
B1	Single family subsurface irrigation of landscapes and edible crops	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (single family dwelling)	86.11(A)(1)(a)	86.12(B)(1) and (3)	None required	86.14(C)
B2	Non-single family subsurface irrigation of landscapes	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (non-single family)	86.11(A)(1)(b)	86.12(B)(1) and (3)	86.13(B)(1)	86.14(C)
C1	Single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (single family dwelling)	86.11(A)(1)(a)	86.12(C)(1)	None required	86.14(D)
C2	Non-single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (non-single family)	86.11(A)(1)(b)	86.12(C)(2)	86.13(B)(2)	86.14(D)
D1	Single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (single family dwelling)	86.11(A)(1)(a)	86.12(D)(1)	86.13(B)(3)	86.14(E)
D2	Non-single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (non-single family)	86.11(A)(1)(b)	86.12(D)(2)	86.13(B)(3)	86.14(E)

A. Category A1: Laundry to Landscape

Category A1 graywater use must meet the following:

1. Allowed users: Single family.
2. Allowed graywater sources: Graywater collected from laundry machines.
3. Allowed uses: Outdoor, mulch basin irrigation within the confines of the legal property boundary for:
 - a. Landscapes, and
 - b. Edible crops.
4. Design flow: The design flow for a single family, Laundry to Landscape for subsurface irrigation is limited to 250 gallons per day (gpd) or less.

B. Category B1: Single family, subsurface irrigation

Category B1 graywater use must meet the following:

1. Allowed users: Single family.
2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
3. Allowed uses: Outdoor, subsurface irrigation within the confines of the legal property boundary for:
 - a. Landscapes, and
 - b. Edible crops.
4. Design flow: The design flow for a single family graywater treatment works is limited to a 400 gallons per day (gpd) or less combined flow for all approved uses.

C. Category B2: Non-single family, subsurface irrigation, 2,000 gallons per day (gpd) or less

Category B2 graywater use must meet the following:

1. Allowed users: Non-single family users.
2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
3. Allowed uses: Outdoor, subsurface irrigation within the confines of the legal property boundary for:
 - a. Landscapes.
4. Design flow: The design flow for a non-single family graywater treatment works is limited to 2,000 gallons per day (gpd) or less for outdoor irrigation for the entire facility.

D. Category C1: Single family, indoor toilet and urinal flushing

Category C1 graywater use must meet the following:

1. Allowed users: Single family.
2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
3. Allowed uses: Indoor toilet and urinal flushing and outdoor, subsurface irrigation within the confines of the legal property boundary. Treated graywater shall not be used for bidets.
4. Design flow: The design flow for a single family graywater treatment works is limited to 400 gallons per day (gpd) or less combined flow for all approved uses.

E. Category C2: Non-single family, indoor toilet and urinal flushing

Category C2 graywater use must meet the following:

1. Allowed users: Non-single family users.
2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
3. Allowed uses: Indoor toilet and urinal flushing and outdoor, subsurface irrigation within the confines of the legal property boundary. Treated graywater shall not be used for bidets.
4. Design flow: There is no maximum design flow for a non-single family graywater treatment works for indoor toilet and urinal flushing. The design flow is limited to 2,000 gallons per day (gpd) or less for outdoor irrigation for the entire facility.

F. Category D1: Single family rural fire protection

Category D1 graywater use must meet the following:

1. Allowed users: Single family users in areas that local rules allow homes of certain sizes to have a water storage cistern on the property for fire protection if the local fire district/authority agrees to graywater use for fire protection prior to its adoption and use in a local city, city and county or county.
2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
3. Allowed uses: Outdoor storage in a watertight non-potable cistern and used solely for firefighting within the confines of the legal property boundary.
4. Design flow: The design flow for a single family graywater treatment works is limited to 400 gallons per day (gpd) or less combined flow for all approved uses.

G. Category D2: Non-single family rural fire protection

Category D2 graywater use must meet the following:

1. Allowed users: Non-single family users in areas that local rules allow homes of certain sizes to have a water storage cistern on the properties for fire protection if the local fire district/authority agrees to graywater use for fire protection prior to its adoption and use in a local city, city and county or county.
2. Allowed graywater sources: Graywater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
3. Allowed uses: Outdoor storage in a watertight non-potable cistern and used solely for fire fighting within the confines of the legal property boundary.
4. Design flow: There is no maximum design flow for a non-single family graywater treatment works for storing graywater in an onsite cistern for rural fire protection.

86.11 Graywater Treatment Works – Flow Projections

A. Flow projections for all graywater treatment works

1. Graywater treatment works must be sized appropriately using the following flow projection methods:
 - a. Single family users: Flow to graywater treatment works must be calculated on the occupancy and the fixtures connected to the graywater treatment works. The calculated graywater flow is the number of occupants multiplied by the estimated graywater flow in terms of gpd/occupant from the fixtures connected to the graywater treatment works. For Laundry to Landscape, flow is calculated based on the number and type of laundry machines connected to the system.
 - i. The occupancy must be calculated based on a minimum of two (2) occupants for the first bedroom and one (1) occupant for each additional bedroom. In all cases, the maximum occupancy must be based on the maximum potential use of the property and not the current population or use.
 - ii. The estimated graywater flow from each fixture is based on the design flow of the fixture, or if the fixture's design flow is unknown then the estimated graywater flow per occupant is based on the following gallons per day per occupant (gpd/occupant).
 - (a) Non-WaterSense fixtures: 25 gpd/occupant for each bathroom and laundry room sink, bathtub and shower.
 - (b) WaterSense fixtures: 20 gpd/occupant for each bathroom and laundry room sink, bathtub and shower.
 - (c) Laundry machines:
 1. For ENERGY STAR rated laundry machines with a provided Integrated Water Factor, use the following flow projection estimate:

Gpd/occupant = IWF x volume (cu. ft.) x average loads per week / maximum number of days occupied per week

Where:

IWF = Integrated Water Factor (Note: Determination of whether the appliance is designated, has an IWF and to determine the IWF, visit the Department of Energy's ENERGY STAR Certified Residential Clothes Washers website:
<https://www.energystar.gov/productfinder/product/certified-clothes-washers/>)

Volume = Capacity of laundry machine

Maximum number of days occupied per week = seven (7)

2. For ENERGY STAR rated laundry machines without a provided Integrated Water Factor use 8 gpd/occupant for each laundry machine.
 3. For laundry machines that are not ENERGY STAR rated use 10 gpd/occupant for each laundry machine.
- b. Non-single family users: Graywater treatment works must be sized in accordance with the maximum occupancy and use of the facility. The occupancy must be calculated based on the total, maximum daily population served by the graywater treatment works including but not limited to employees, visitors, and customers. In all cases, the maximum daily population must be based on the maximum potential use of the property and not the current population or use.
- i. The estimated graywater flow from each fixture is based on the design flow of the fixture or, if the fixture's design flow is unknown, then the estimated graywater flow per occupant is based on the gallons per day per occupant provided under 86.11(A)(1)(a)(ii) of this regulation.

86.12 Graywater Treatment Works - Design Criteria

A. Design criteria for all graywater treatment works

The following minimum design criteria are required for all graywater treatment works. All graywater treatment works must meet and/or comply with the following requirements:

1. Meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.
2. Each treatment component or combination of multiple components must have a design flow greater than the calculated peak graywater production, if upstream of the storage tank or if no tank is present.
3. Include a diversion valve that directs graywater to either the graywater treatment works or a closed sewerage system. The diversion valve must be:

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- a. Easily operable;
 - b. Clearly labeled;
 - c. Constructed of material that is durable, corrosion resistant, watertight;
 - d. Designed to accommodate the inlet and outlet pipes in a secure and watertight manner; and
 - e. Indirectly connect the bypass line to the closed sewerage system.
4. Not have any piping that allows the treatment process(es) or storage tank to be bypassed prior to graywater use.
 5. Include a tank to collect and store graywater, except for a subsurface irrigation system that discharges to a mulch basin. The storage tank must:
 - a. Be constructed of durable, non-absorbent, water-tight, and corrosion resistant materials;
 - b. Be closed and have access openings for inspection and cleaning;
 - c. Be vented:
 - i. for indoor tanks: the tanks must be vented to the atmosphere outside of the house;
 - ii. for outdoor tanks: the storage tank must have a downturned and screened vent;
 - d. Have an overflow line:
 - i. with the same or larger diameter line as the influent line;
 - ii. without a shut off valve;
 - iii. that is trapped to prevent the escape of gas vapors from the tank; and
 - iv. that is indirectly connected to the closed sewerage system;
 - e. Have a valved drain line with the same or larger diameter line as the influent line that is indirectly connected to the closed sewerage system;
 - f. Be a minimum of 50 gallons;
 - g. Be placed on a stable foundation;
 - h. If located outdoors, not be exposed to direct sunlight; and
 - i. Have a permanent label that states "CAUTION! NON-POTABLE WATER. DO NOT DRINK."

6. For indoor toilet or urinal flushing systems (Categories C1 and C2) graywater treatment works must have a backup potable water system connection. For subsurface irrigation systems (Categories B1 and B2) graywater treatment works may, but are not required to, have a backup potable water system that provides potable irrigation water when graywater is not being produced or is produced in insufficient quantities. All backup potable water system connections must meet the following requirements:
 - a. For non-public water systems, potable water system connections: uncontrolled cross connections between a potable water system and a graywater treatment works are prohibited. All cross connections must be protected by a reduced pressure principle backflow prevention zone assembly or an approved air gap.
 - b. For public water systems, potable water system connections: uncontrolled cross connections between a public water system and a graywater treatment works are prohibited. The graywater treatment works design must protect the public water system from cross connections by meeting the requirements of Regulation No. 11: Colorado Primary Drinking Water Regulations.
 7. Not be used as a factor to reduce the design, capacity or soil treatment area requirements for OWTS designs per Regulation No. 43 On-site Wastewater Treatment System Regulation or domestic wastewater treatment works designs per Regulation No. 22 Site Location and Design Regulations for Domestic Wastewater Treatment Works.
 8. Have any wastewater from graywater treatment works (e.g., filter backwash water) be properly contained and disposed into a closed sewerage system or an approved Underground Injection Control (UIC) well.
 9. Have all graywater piping clearly distinguished and clearly labeled, including pipe identification and flow arrows.
 10. If located in a 100-year floodplain area, meet or exceed the requirements of FEMA and the local emergency agency. The graywater treatment works must be designed to minimize or eliminate infiltration of floodwaters into the system and prevent discharge from the system into the floodwaters.
 11. Not be located in floodways.
 12. Be located within the confines of the legal property boundary and not within an easement.
- B. Design criteria for subsurface irrigation systems, including mulch basins (Applicable to Graywater Use Categories: A1, B1 and B2)
1. All subsurface irrigation systems (Applicable to Graywater Use Categories: A1, B1 and B2):

The following minimum design criteria are required for all graywater treatment works being used for subsurface irrigation. All subsurface graywater irrigation systems must comply with the following requirements:

 - a. Have the subsurface irrigation components of the graywater irrigation system installed a minimum of two inches (2") and a maximum of twelve inches (12") below the finished grade.
 - b. Have the subsurface irrigation components of the graywater irrigation system installed in suitable soil, as defined in section 86.8(44).

- c. Have a minimum of twenty-four inches (24") of suitable soil between the subsurface irrigation components of the graywater irrigation system and any restrictive soil layer, bedrock, concrete, or the highest water table. Restrictive soil layers are soil types 4, 4A, and 5 in Table 12-2.
- d. Include controls, such as valves, switches, timers, and other controllers, as appropriate, to ensure the distribution of graywater throughout the entire irrigation zone.
- e. If utilizing emitters, the emitters must be designed to resist root intrusion and be of a design recommended by the manufacturer for the intended graywater flow and use. Minimum spacing between emitters shall be sufficient to deliver graywater at an agronomic rate and to prevent surfacing or runoff.
- f. Have all irrigation supply lines be polyethylene tubing or PVC Class 200 pipe or better and Schedule 40 fittings. All joints shall be pressure tested at 40 psi (276 kPa), and shown to be drip tight for five minutes before burial. Drip feeder lines can be poly or flexible PVC tubing.
- g. Meet the following setback distances in Table 12-1.

Table 12-1: Graywater Treatment Works Setback Requirements

Minimum Horizontal Distance Required from:	Graywater Storage Tank	Irrigation Field
Buildings	5 feet	2 feet
Property line adjoining private property	10 feet	10 feet
Property line adjoining private property with supporting property line survey	1.5 feet	1.5 feet
Water supply wells	50 feet	100 feet
Streams and lakes	50 feet	50 feet
Seepage pits or cesspools	5 feet	5 feet
OWTS disposal field	5 feet	25 feet
OWTS tank	5 feet	10 feet
Domestic potable water service line	10 feet	10 feet
Public water main	10 feet	10 feet

- h. The irrigation field must be located on slopes of less than thirty percent (30%) from horizontal.
- i. Protocols for determining the size of the subsurface irrigation area:

The irrigation area must be determined using one of the following protocols.

- i) Site evaluation protocol: The following site evaluation must be conducted to determine the appropriate size of the irrigation area for all subsurface irrigation systems.

The site evaluation must include:

- (a) Site information, including:
- (1) a site map; and
 - (2) location of proposed graywater irrigation area in relation to physical features requiring setbacks in Table 12-1.
- (b) Soil investigation to determine long-term acceptance rate of a graywater irrigation area as a design basis. Soil investigation must be completed by either:
- (1) a visual and tactile evaluation of soil profile test pit, or
 - (2) a percolation test.
- (c) Irrigation rates must not exceed maximum allowable soil loading rates in Table 12-2 for Laundry to Landscape systems (Graywater Use Category A1), and Table 12-3 for dispersed subsurface irrigation systems (Graywater Use Categories B1 and B2), based on the finest textured soil in the twenty-four inches (24") of suitable soil beneath the subsurface irrigation components.
- (d) Suitable soil may consist of original, undisturbed soil or original soil that is augmented. Not suitable soil may be augmented as needed to ensure suitable soil is used.
- (e) If the original soil is augmented, the mixture used for augmentation must meet the following criteria to ensure that suitable soil is achieved:
- (1) The mixture must have an organic content that is at least five percent (5%) and no greater than ten percent (10%);
 - (2) The mixture must be a well blended mix of mineral aggregate (soil) and compost where the soil ratio depends on the requirements for the plant species; and
 - (3) The mineral aggregate must have the following gradation:

Sieve Size	Percent Passing
3/8	100
No. 4	95 - 100
No. 10	75 - 90
No. 40	25 - 40
No. 100	4 - 10
No. 200	2 - 5

- (f) If the original soil is augmented, the additional soil must be tilled into the native soil a minimum of six inches (6") below irrigation application zone.

2. Mulch basin irrigation system requirements (Applicable to Graywater Use Category: A1)

The following minimum design criteria are required for graywater treatment works using mulch basin systems for subsurface irrigation (Applicable to Graywater Use Category: A1):

- a. Design Specifications: System includes only laundry machine discharge water to a mulch basin that is pressurized solely through the laundry machine discharge hose and is not treated, filtered, or stored.
- b. Mulch shall be permeable enough to allow infiltration of graywater.
- c. Piping to mulch basins must discharge a minimum of two inches (2") below grade into a container for dispersal of graywater into the mulch basin. The container must be designed to have two inches (2") of freefall between the invert of the discharge pipe and the maximum depth of water in the mulch basin. The container must have an access lid for observation of flow and to check mulch levels.
- d. The mulch basin must have a minimum depth of twelve inches (12") below grade and not more than twenty-four (24") below grade.
- e. A filter is not required for installation.
- f. The following irrigation area equation protocols must be used to determine the appropriate size of the mulch basin in square feet for single family, Laundry to Landscape systems. Use equation (i) if actual graywater flow is unknown, and equation (ii) if known. Refer to Table 12-2: Soil Type Description and Maximum Hydraulic Loading Rate for LRG.

Table 12-2: Soil Type Description and Maximum Hydraulic Loading Rate

Soil Type	USDA Soil Texture	USDA Structure – Shape	USDA Soil Structure-Grade	Percolation Rate (MPI)	Loading Rate for Graywater (LRG) (gal./sq. ft./day)
0	Soil Type 1 with more than 35% Rock (>2mm); Soil Types 2-5 with more than 50% Rock (>2mm)	--	0 (Single Grain)	Less than 5	Not suitable without augmentation 1.0 with augmentation
1	Sand, Loamy Sand	--	0	5-15	Not suitable without augmentation 1.0 with augmentation
2	Sandy Loam, Loam, Silt Loam	PR BK GR	2 (Moderate) 3 (Strong)	16-25	0.8
2A	Sandy Loam, Loam, Silt Loam	PR, BK, GR 0 (none)	1 (Weak) Massive	26-40	0.6
3	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR	2, 3	41-60	0.4
3A	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR 0	1 Massive	61-75	0.2
4	Sandy Clay, Clay, Silty Clay	PR, BK, GR	2, 3	76-90	Not suitable
4A	Sandy Clay, Clay, Silty Clay	PR, BK, GR 0	1 Massive	91-120	Not suitable
5	Soil Types 2-4A	Platy	1, 2, 3	121+	Not suitable

- i. LA = maximum gallons per day allowed/LRG

Where:

The maximum gallons per day allowed is 250 gallons; and

LRG is the loading rate for graywater from Table 12-2; or

- ii. LA = estimated actual graywater flow per day/LRG

Where:

The estimated actual graywater flow is derived in 86.11(A)(1)(a)(ii) and;

LRG is the loading rate for graywater from Table 12-2.

- g. Soil types 0 and 1 in Table 12-2 must be augmented before use. Soil type 4, 4A, and 5 in Table 12-2 are not suitable for subsurface irrigation.

3. Dispersed subsurface irrigation system requirements (Applicable to Graywater Use Categories: B1 and B2):

The following minimum design criteria are required for graywater treatment works using dispersed irrigation systems for subsurface irrigation:

- a. Include a cartridge filter, which must meet the following requirements:
 - i. A minimum of 60 mesh;
 - ii. Located between the storage tank and the irrigation system;
 - iii. If a pump is being used to pressurize the graywater distribution system, the filter must be located after the pump.
- b. The following irrigation area equation protocols must be used to determine the appropriate size of the irrigation area for single family and non-single family, dispersed subsurface irrigation systems (Applicable to Graywater Use Categories B1 and B2). Refer to Table 12-3: Soil Type and Maximum Absorption Capacity in gallons per square foot of irrigation area per day.

Table 12-3: Soil Type and Maximum Absorption Capacity

2024 Uniform Plumbing Code Soil Type	2024 Uniform Plumbing Code Maximum absorption capacity in gallons per square foot of irrigation area per day
Course sand or gravel	5.0
Fine Sand	4.0
Sandy loam	2.5
Sandy clay	1.7
Clay with considerable sand or gravel	1.1
Clay with small amounts of sand or gravel	0.8

i. LA = gpd/MAC in gal/ft²

Where:

Gpd = gallons per day per household or non-single family combined (actual graywater flow is derived in 86.11(A)(1)(a) for single family, 86.11(A)(1)(b) for non-single family)

MAC = maximum absorption capacity in gallons per square foot

C. Design criteria for indoor toilet and urinal flushing graywater treatment works (Graywater Use Categories C1 and C2)

1. Category C1: single family, indoor toilet and urinal flushing graywater treatment works

The following minimum design criteria are required for graywater treatment works for Category C1: single family, indoor toilet and urinal flushing:

- a. The graywater treatment works must be certified under “Class R” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems.
- b. If a disinfection process is not part of NSF/ANSI 350-2011 equipment, separate disinfection system equipment is required. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.
- c. The graywater treatment works must include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

- d. For Category C1 indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).

2. Category C2: non-single family, indoor toilet and urinal flushing graywater treatment works

The following minimum design criteria are required for Category C2: non-single family, indoor toilet and urinal flushing:

- a. The graywater treatment works must be certified under “Class R” or “Class C” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems. Required classification shall be dictated by the size of the graywater treatment works and if the graywater sources are residential or commercial as defined by NSF/ANSI 350.
- b. Separate disinfection system equipment is required if a disinfection process is not part of NSF/ANSI 350-2011 equipment. A graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.
- c. The graywater treatment works must include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.
- d. For Category C2 indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).
- e. For graywater treatment works that have a capacity to receive greater than 2,000 gallons per day, the design must be prepared under the supervision of and submitted with the seal and signature of a professional engineer licensed to practice engineering in the State of Colorado in accordance with the requirements of the Colorado Department of Regulatory Agencies (DORA) – Division of Professions and Occupations.

D. Design criteria for rural fire protection graywater treatment works (Graywater Use Categories D1 and D2)

1. Category D1: single family, rural fire protection graywater treatment works

The following minimum design criteria are required for graywater treatment works for Categories D1: single family, rural fire protection:

- a. The graywater treatment works must be authorized by the local fire protection district and meet minimum treatment requirements of the local fire protection district in addition to the design criteria included herein.

- b. The graywater treatment works must be certified under “Class R” NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems.
 - c. If a disinfection process is not part of NSF/ANSI 350-2011 equipment, separate disinfection system equipment is required. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L prior to graywater entering the storage cistern.
 - d. For Category D1 graywater treatment works that are also capable of using graywater for subsurface irrigation or indoor fixture flushing, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).
2. Category D2: non-single family, rural fire protection graywater treatment works

The following minimum design criteria are required for graywater treatment works for Categories D2: non-single family, rural fire protection:

- a. The graywater treatment works must be authorized by the local fire district/authority and meet minimum treatment requirements of the local fire district/authority in addition to the design criteria included herein.
- b. The graywater treatment works must be certified under “Class R” or “Class C” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems. Required classification shall be dictated by the size of the graywater treatment works and if the graywater sources are residential or commercial as defined by NSF/ANSI 350.
- c. If a disinfection process is not part of NSF/ANSI 350-2011 equipment, separate disinfection system equipment is required. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L prior to graywater entering the storage cistern.
- d. For Category D2, rural fire protection graywater treatment works that are also capable of using graywater for subsurface irrigation or indoor fixture flushing, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 86.12(B).
- e. For graywater treatment works that have a capacity to receive greater than 2,000 gallons per day, the design must be prepared under the supervision of and submitted with the seal and signature of a professional engineer licensed to practice engineering in the State of Colorado in accordance with the requirements of the Colorado Department of Regulatory Agencies (DORA) – Division of Professions and Occupations.

86.13 Signage Requirements for Graywater Treatment Works

- A. Signage requirements for non-single family graywater treatment works (Applicable to Graywater Use Categories B2, C2, and D2)
1. All required notifications shall include posting of signs of sufficient size to be clearly read with the language below in the dominant language(s) expected to be spoken at the site.
- B. All non-single family graywater treatment works (Graywater Use Categories: B2, C2, and D2)
- All non-single family graywater treatment works must comply with the following signage requirements.
1. A permanent warning sign must be visible at all fixtures from which graywater is collected. The signs must state that, "WATER FROM THIS FIXTURE IS REUSED. CHEMICALS, EXCRETA, PETROLEUM OILS AND HAZARDOUS MATERIALS MUST NOT BE DISPOSED DOWN THE DRAIN";
 2. Each room that contains graywater treatment works components must have a sign that says "CAUTION GRAYWATER TREATMENT WORKS, DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM. NOTICE: CONTACT BUILDING MANAGEMENT BEFORE PERFORMING ANY WORK ON THIS WATER SYSTEM."
- C. Non-single family, subsurface irrigation graywater treatment works (Graywater Use Category B2)
1. Non-single family, subsurface irrigation graywater treatment works (Category B2, if applicable) must comply with the following signage requirement:
 - a. Each irrigation area must have a sign that says "CAUTION GRAYWATER BEING USED FOR IRRIGATION. DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM."
- D. Non-single family, indoor toilet or urinal flushing, non-single family graywater treatment works (Graywater Use Category C2)
1. Non-single family, indoor toilet and urinal flushing graywater treatment works (Category C2) must comply with the following signage requirement:
 - a. Each toilet and urinal must have a sign that says: "TO CONSERVE WATER, THIS BUILDING USES TREATED NON-POTABLE GRAYWATER TO FLUSH TOILETS AND URINALS."
- E. Single family and non-single family, rural fire protection graywater treatment works (Graywater Use Categories: D1 and D2)
1. Single family and non-single family, rural fire protection graywater treatment works (Category D1 and D2, if applicable) must comply with the following signage requirement:
 - a. Each storage cistern must have a sign that says "CAUTION GRAYWATER BEING USED FOR RURAL FIRE PROTECTION SUPPLY ONLY. DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM."

86.14 Graywater Use Requirements - Control Measures

- A. Control measures are operational requirements representing best management practices that graywater treatment works must follow when operating a graywater treatment works.
- B. Control measures that apply to all graywater uses

All graywater treatment works must be operated in accordance with the following control measures:

1. Graywater must be collected in a manner that minimizes the presence or introduction of:
 - a. hazardous or toxic chemicals in the graywater to the greatest extent possible;
 - b. human excreta in the graywater to the greatest extent possible;
 - c. household wastes;
 - d. animal or vegetable matter, and
 - e. for Laundry to Landscape systems (Graywater Use Category A1), this includes control over the type of clothing in the washing machine (e.g. no reusable diapers; not using graywater when someone in the household is sick).
2. Use of graywater is limited to the confines of the facility that generates the graywater.
3. The graywater treatment works must be operated and maintained in accordance with the O&M manual, including all manufacturer recommended maintenance activities. The O&M manual must remain with the graywater treatment works throughout the system's life and be updated based on each modification and approval made to the system. The O&M manual must be transferred, upon change of ownership or occupancy, to the new owner or tenant.
 - a. For Category C2 graywater treatment works that have a capacity to receive greater than 2,000 gallons per day (gpd), operational and maintenance records must be maintained for a minimum of the past five (5) years.
4. The owner or operator of a graywater treatment works must minimize exposure of graywater to humans, domestic pets, and other animals.
5. Graywater use and graywater treatment works must not create a public nuisance.
6. Graywater must not be stored for more than 24 hours unless the graywater has been treated by a graywater treatment works that meets the design requirements of section 86.12. All graywater must be stored inside a tank(s) that meets the design requirements of section 86.12(A)(5).
7. Temporary or semi-temporary connections from the potable water system or public water system to the graywater treatment works are prohibited. Permanent connections from the potable water system or public water system to the graywater treatment works must meet the design requirements of 86.12(A)(6).

- C. Control measures that apply to subsurface irrigation graywater use, including mulch basins (Graywater Use Categories: A1, B1, and B2)

Subsurface irrigation graywater treatment works must be operated in accordance with the following additional control measures:

1. Edible crop irrigation is prohibited for non-single family subsurface irrigation (Graywater Use Category: B2).
2. Edible crops irrigated with graywater treatment works must be washed with potable water prior to consumption.
3. Edible crops irrigated with graywater treatment works must be for personal consumption only and not for sale.
4. Single family units that allow for short term rentals (e.g. Airbnb, VRBO, etc.) are prohibited from using graywater for edible crop irrigation and Laundry to Landscape graywater treatment works.
5. Irrigation of sprouts, leafy greens and root crops is prohibited.
6. Irrigation is prohibited when the ground is frozen, plants are dormant, during rainfall events, or the ground is saturated.
7. Irrigation scheduling must be adjusted so that application rates are closely matched with soil and weather conditions.
8. Graywater must be applied in a manner that does not result in ponding, runoff, or unauthorized discharge to state waters. For dispersed subsurface irrigation systems, the graywater must be applied at an agronomic rate. For mulch basins systems, the graywater must not be applied in excess of the soil adsorption rate.
9. For mulch basin systems, mulch must be replenished and undergo periodic maintenance as needed to reshape or remove material to maintain surge capacity and to prevent ponding and runoff.

- D. Control measures that apply to indoor toilet and urinal flushing graywater use (Graywater Use Categories: C1 and C2)

Indoor toilet and urinal flushing graywater treatment works (Categories C1 and C2) must be operated in accordance with the following additional control measures.

1. Graywater for toilet and urinal flushing use must be disinfected.
 - a. Graywater treatment works that utilize chlorine for disinfection must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free chlorine residual throughout the indoor graywater plumbing system, including fixtures.
 - b. Single family graywater treatment works that utilize non-chemical methods, such as UV, for disinfection must have a chlorine puck present in each toilet or urinal tank.
2. Graywater for toilet and urinal flushing must be dyed with either blue or green food grade vegetable dye and be visibly distinct from potable water.

- E. Control measures that apply to rural fire protection graywater use (Graywater Use Categories: D1 and D2)

Rural fire protection graywater treatment works (Categories D1 and D2) must be operated in accordance with the following additional control measures.

1. Graywater for rural fire protection use must be stored in a watertight storage cistern consistent with 86.10(F)(3) for single family graywater treatment works and 86.10(G)(3) for non-single family graywater treatment works.
2. Graywater for rural fire protection use must be disinfected prior to graywater entering the storage cistern.
 - a. Graywater treatment works that utilize chlorine for disinfection must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free chlorine residual throughout the indoor graywater plumbing system, prior to being pumped to the storage cistern; or
 - b. UV disinfection prior to being pumped to the storage cistern.
3. The local fire district/authority must be notified and agree to graywater use for fire protection prior to its adoption and use in a local city, city and county or county.

86.15 Operation and Maintenance Manual

All graywater treatment works must have an O&M manual. The O&M manual must include the following items:

- A. A graywater treatment works description including: equipment list, design basis data including but not limited to, design volumes, design flow rates of each component and service area, system process description, system schematic drawing for single family Graywater Use Categories (A1, B1, C1 and D1), and system as-built drawing for non-single family Graywater Use Categories (B2, C2 and D2).
- B. Maintenance information for the graywater treatment works, including but not limited to: component maintenance schedule, instructions for component repair, replacement, or cleaning, replacement component source list, testing and frequency for potable containment device, and instructions for periodic removal of residuals.
- C. Operational ranges for parameters (except for Category A1: Laundry to Landscape systems), including but not limited to: disinfectant concentration levels, filter replacement parameters, pressure ranges, tank level, and valve status under normal operation.
- D. Step-by-step instructions for starting and shutting down the graywater treatment works, including but not limited to: valve operation, any electrical connections, cleaning procedures, visual inspection, and filter installation.
- E. A guide for visually evaluating the graywater treatment works and narrowing any problem scope based on alarm activations, effluent characteristics, system operation, and history.
- F. A list of graywater control measures in which the graywater treatment works must be operated (except for Category A1: Laundry to Landscape systems).

86.16 Operation by Designated Responsible Person and Certified Operator

- A. Graywater treatment works for non-single family Graywater Use Categories require a designated responsible person who is knowledgeable with the duties including, as appropriate, specific measures used to operate treatment, monitoring, inspection, planning, reporting and documentation requirements. The designated responsible person must:
1. Be designated by the legally responsible party,
 2. Conduct operations and maintenance in accordance with the graywater treatment works manufacturer's recommendations and the professional engineer's recommendations,
 3. Ensure compliance with the Operation and Maintenance Manual in this regulation, and
 4. Ensure compliance with the local agency's ordinance or resolution, including monitoring and reporting requirements.
- B. A graywater treatment works with a design capacity greater than 2,000 gpd must be operated by qualified personnel who meet any applicable requirements of Regulation No. 100, the Water and Wastewater Facility Operators Certification Requirements.

86.17 - 86.20 Reserved

86.21 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE; APRIL 13, 2015 RULEMAKING, FINAL ACTION MAY 11, 2015, EFFECTIVE JUNE 30, 2015

The provisions of sections 25-8-202(1)(c) and 25-8-205(1)(g), C.R.S., provide the specific statutory authority for the Graywater Control Regulation adopted by the Water Quality Control Commission (commission). The commission has also adopted, in compliance with section 24-4-203(4), C.R.S., the following statement of basis, specific statutory authority, and purpose.

BASIS AND PURPOSE

I. Purpose

The commission has determined that the adoption of the requirements set forth in Regulation #86 are necessary to protect public health and the environment in the state. The commission believes that the implementation of graywater use in Colorado will proceed more expeditiously by limiting the initial regulatory scope. This approach promotes development of local graywater programs through two initial graywater uses with specific treatment and control measure requirements. The commission expects the adoption of modifications to Regulation #86 over time to allow for additional graywater uses, graywater users, and expanded treatment options. The commission anticipates future reviews of this regulation to include a review for improved organization and readability, and also anticipates that the next review will consider whether to allow agricultural irrigation as a use, and whether to adopt variance provisions.

It is the intent of the commission that this regulation promote the use of graywater by providing a comprehensive framework which, when followed, will assure responsible use of graywater compatible with the state's public policy to foster the health, welfare and safety of the inhabitants of the state of Colorado and to protect, maintain, and improve, where necessary and reasonable, the water quality in Colorado.

II. House Bill 13-1044 Background

House Bill 13-1044 was signed into law on May 15, 2013, and authorizes the use of graywater in Colorado. The legislation defined “graywater” and “graywater treatment works” and established a basic implementation framework for graywater use within Colorado.

Under the statute, each local city, city and county, or county are able to decide whether to allow graywater use within its jurisdiction via the adoption of a resolution or ordinance that meets minimum local, state and federal requirements, including but not limited to the Colorado Plumbing Board regulations, local graywater control programs, water rights requirements, and operator certification requirements. All graywater users must wait until all relevant regulations are effective before implementing graywater treatment works.

III. Regulatory Goals

Through adoption of this regulation, the commission is encouraging the use of graywater. Because graywater has the potential to be a human pathogen pathway, the commission is adopting measures to adequately protect public health. The graywater regulation is structured so that local governments will have flexibility to adopt ordinances, resolutions, and rules that are appropriate in each individual circumstance. Local graywater control programs are voluntary, and may allow one or both of the authorized graywater uses. The local graywater control program may be more stringent but must meet the minimum requirements of Regulation #86. Since neither the local implementing agencies nor the state agencies were allocated funds for graywater regulation, ordinance, code, resolution, and other supporting graywater control legal framework, the regulation aims to be cognizant of resource limitations linked to local implementation. At this time, the commission is authorizing two graywater uses – indoor toilet flushing and outdoor subsurface irrigation. The commission anticipates that the allowed graywater uses may be expanded in the future after Colorado gains some experience and further scientifically based research can define the risks and benefits.

IV. Applicability

The statute states that, “graywater may only be used in areas where the local city, city and county, or county has adopted an ordinance or resolution approving the use of graywater”, and ordinances and resolutions must be “in compliance” with the commission’s regulation and other federal, state, and local. §§ 25-8-205(1)(g)(II), 31-11-107(1) and 31-15-601(1)(m), C.R.S.

The Commission declined to grandfather preexisting graywater systems. All graywater systems in Colorado must meet the requirements of this regulation.

There are some on-site waste water treatment systems (“OWTS”) that, in addition to disposal, use some of the water generated from these systems for subsurface irrigation. The purpose of these systems is sewage disposal. These systems were approved prior to May 15, 2013, pursuant to *Regulation #43: On-Site Wastewater Treatment System Regulation* (“OWTS”) (5 CCR 1002-43.4(J) or *Individual Sewage Disposal System Guidelines* (“ISDS”) (5 CCR 1003-6.IV.J) which allows a local public health agency to approve “experimental” OWTS or ISDS systems. The record indicated there are a small number of these systems, less than 10. The Commission adopted section 86.6(A)(2) to address these systems. These systems will continue to operate under Regulation No. 43 and will be deemed in compliance with this regulation unless and until modifications are made, at which time the system will need to evaluate its system and to the extent applicable must come into compliance with requirements of this regulation.

A local city, city and county or county that adopts a graywater ordinance or resolution must include the ability to compel graywater users to discontinue the practice in the event the program is discontinued. Where a local jurisdiction adopts a local graywater program, and later decides to discontinue the local graywater control program, the local government may either fully discontinue the program or adopt a limited graywater control program to allow existing graywater systems to continue. The “limited graywater control program” option means that the previously adopted local control program (including all Regulation #86 requirements) can be limited to the existing graywater treatment works and that no additional applications for graywater systems will be accepted.

V. Enforcement and Division Oversight

The statute conveys exclusive enforcement authority regarding compliance with the local ordinance or resolution to the local jurisdiction. The commission does not intend to directly enforce on individual users or graywater treatment works that are located within a local graywater control program. In cases where there is no local graywater control program in place, graywater use within the local jurisdiction will not be authorized and the user (not the local agency) may face enforcement action from the Water Quality Control Division (division).

A local city, city and county, or county that chooses to adopt a local graywater control program must notify the Division within 60 days of adoption and provide a copy of the ordinance, or resolution and, if applicable, rule. The division may review the ordinance or resolution to ensure that the ordinance or resolution meets the minimum intent of Regulation #86, and may take action to compel any local graywater program to conform to the minimum requirements of the regulation.

VI. Definitions

The commission relied upon existing regulatory definitions where possible and adopted definitions for several terms not already defined in statute. The definitions of the terms “cross-connection” and “public water system” were taken from Regulation #11: Colorado Primary Drinking Water Regulations. The definitions of the terms “component”, “design”, “design flow”, “floodplain”, “floodway”, “local public health agency”, “on-site wastewater treatment system”, “percolation test”, “site evaluation”, “soil horizon”, “soil profile test pit”, and “soil structure” were taken or modified from Regulation #43: On-site Wastewater Treatment System Regulation. The definitions of the terms “agronomic rate”, “agricultural irrigation”, and “Division” were taken or modified from Regulation #84: Reclaimed Water Control Regulation. The definition for “indirect connection” was modified from the International Plumbing Code 2012 edition definition of an “indirect waste pipe”. The definitions of the terms “suitable soil” and “subsurface irrigation” were modified from Washington Administrative Code Chapter 246-274.

The commission created definitions for “closed sewerage system”, “facility”, “legally responsible party”, “local agency”, “local graywater control program”, “modification”, “public nuisance”, and “single family”.

VII. Administration

In section 86.9 of the regulation, the commission set mandatory minimum requirements for a resolution or ordinance and, if applicable, rule as adopted by a local agency. The minimum requirements are intended to ensure that the local graywater control program meets the statutory requirements and to ensure a comprehensive graywater program. Based on stakeholder feedback, the regulation allows some administration elements to be authorized in rule, rather than in ordinance or resolution. The minimum requirements are meant to be flexible recognizing that many local agencies will incorporate graywater into existing business processes. A local agency may adopt more stringent standards in its ordinance, resolution, or rule.

A local government may only authorize graywater use in accordance with federal, state, and local requirements. The city, city and county, or county is ultimately responsible for legal compliance with its own ordinance or resolution. Before a local city, city and county, or county adopts an ordinance or resolution to authorize the use of graywater, a board of county commissioners or a municipal governing body is encouraged to coordinate with other local agencies, including but not limited to, the local board of health, local public health agencies, any water and wastewater service providers, and basin water quality authorities. Coordination with other local agencies may be accomplished through memorandums of agreement, memorandums of understanding, agency referral mechanism, or agency agreements. The commission anticipates there may be circumstances where one regulatory entity's rules and regulations could impact the legality of graywater use in a portion of an overall jurisdiction. For example, if a county allows graywater use but a portion of the county is served by a public water system that does not have appropriate water rights to allow graywater uses, this portion of the county must be excluded from the local graywater control program.

The ordinance, resolution, or rule must clearly state the requirements for graywater use within the jurisdiction. The local graywater control program must outline: the allowed graywater category(ies), the graywater treatment design criteria, site and soil evaluation methodology (if applicable), any regulatory fees, any testing requirements, or specific local requirements. The regulation does not require that an ordinance impose fees or water quality reporting.

A local agency's graywater program must include a tracking mechanism for all graywater treatment works, a regulatory approval process, and mechanisms to ensure that on-going graywater use is done in compliance with the requirements of the resolution, ordinance, or rule (e.g., control measures are being met). The commission concludes that a local graywater program must address all graywater treatment works within a jurisdiction, including single family users. Current information on the installed graywater treatment works will be useful in the event of an outbreak investigation and during property transfers. Information regarding the legally responsible party associated with every graywater treatment works will also allow the local jurisdiction to have a contact for the decision maker of each graywater treatment works.

The commission determined that the ordinance or resolution must define the local regulatory structure to implement the program to ensure compliance with the resolution or ordinance. The ordinance or resolution must clearly state which agency(ies) are involved in a local graywater control program and each agency's roles and responsibilities. These requirements are meant to encourage coordination within and between agencies.

Since the local jurisdiction will have enforcement authority, the local graywater control program must include violation notification mechanisms and escalation or enforcement actions. Possible violations of the ordinance or resolution that cause enforcement actions include, but are not limited to: not testing backflow prevention devices as required, not complying with control measures, and installation of a new or modification of an existing system without going through an approval process.

The local jurisdiction will be responsible for coordinating with the Water and Wastewater Facility Operator Board to ensure that any Regulation #100: Water and Wastewater Facility Operator Certification Requirements are being satisfied. The commission encourages local jurisdictions to incorporate a mechanism for operator compliance assurance and a referral mechanism to the Water and Wastewater Facility Operator Board.

VIII. Graywater Categories

The commission is authorizing two uses for graywater - subsurface irrigation and indoor toilet /urinal flushing. There were several factors that guided the commission in determining the graywater categories within the two allowed graywater uses, including the population exposed, potential health exposure, potential cross-connection control risk, and environmental risk. The commission established a major category distinction between a single family residential user and all other users (referred to in the regulation as non-single family). The commission anticipates that a single family user will be financially and personally vested in keeping the household graywater treatment works operating properly. Single family residents will likely be aware of the health status of the other residents in their immediate household. In contrast, non-single family users may not be as diligent in following graywater control measures, may not understand the implications to other graywater users, or may not be responsible for maintaining a graywater treatment works. Accordingly, four graywater use categories were created to address single family and non-single family graywater use for subsurface irrigation (Categories A and B) and indoor toilet and urinal flushing (Categories C and D).

Within the four graywater categories, the commission is adopting daily graywater flow restrictions to ensure that graywater treatment works are consistent with other commission regulations. The commission decided to define a daily graywater flow rate rather than use the building occupancy for a variety of reasons. A daily flow rate is more consistent with the plumbing code, and is more consistent with other commission regulations. Based on a joint American Water Works Association Research Foundation (AwwaRF) and American Water Works Association (AWWA) study titled the Residential End Uses of Water, approximately 30 to 35 gallons per day (gpd) of graywater is produced per person and approximately 18.5 gpd/person is used for toilet flushing. The commission decided on a flow limit of 400 gpd for single family users which is roughly the amount of graywater produced by 10 people and the amount that 22 people could use for indoor toilet flushing. The non-single family limit of 2,000 gpd is roughly the amount of graywater produced by 50 people and the amount that 108 people could use for indoor toilet flushing.

Graywater is expected to contain nitrogen, phosphorus, and total dissolved solids which are regulated pollutants for groundwater discharges under Regulation #41 (5 CCR 1002-41). The commission determined that the potential risks to groundwater from graywater systems are similar to the risk posed by decentralized onsite wastewater treatment systems. Therefore, at the same time as adopting this control regulation, the commission revised Regulation #61 (section 61.14(1)(b)) to exempt graywater treatment works from the requirement to obtain a discharge permit.

IX. Control Measures

In addition to design requirements, the commission is adopting control measures, which are the required routine actions for graywater treatment works. The control measures compliment the design criteria. The control measures attempt to control potential graywater exposure through: limitation of graywater contamination at the point of production (e.g., sink), proper operation of the treatment process, and limitation of graywater exposure (e.g., toilet or irrigation system). For example, the design criteria for indoor toilet flushing use requires the installation of a dye injection system and the associated control measure is the daily operation of the dye injection system. The control measures are the critical barrier to protect public health and environment after installation of the graywater treatment works. The adopted control measures were developed after reviewing other states' graywater programs and the International Plumbing Code requirements. Some control measures are required for all graywater uses, while other control measures are only required for subsurface irrigation or indoor toilet flushing.

A. Control measures required for all graywater uses

- Graywater must be collected in a manner that minimizes the presence or introduction of hazardous or toxic chemicals to the greatest extent possible. Residual hazardous or toxic chemicals may result from activities including, but not limited to: the use of cleaning chemicals; the use of hazardous household products; waste from a water softener; cleaning car parts; washing greasy or oily rags or clothing; rinsing paint brushes; disposal of pesticides, herbicides, or other chemicals; disposing of waste solutions from home photo labs or similar hobbyist or home occupation activities; or from other home maintenance activities.
- *Graywater must be collected in a manner that minimizes the presence or introduction of human excreta to the greatest extent possible.* Human excreta may result from activities such as, but not limited to: washing diapers, washing soiled garments, and washing infectious garments.
- *Graywater must be collected in a manner that minimizes the presence or introduction of household wastes.* Residual household wastes may result from activities including, but not limited to: the use of cleaning chemicals; pharmaceuticals, or from home maintenance activities.
- *Graywater must be collected in a manner that minimizes the presence or introduction of animal or vegetable matter.* Animal or vegetable matter may result from activities such as but not limited to: cooking, cleaning, and washing pets
- *Use of graywater is limited to the confines of the facility that generates the graywater.* This control measure is a statutory requirement.
- *The graywater treatment works must be operated and maintained in accordance with the O&M manual, including all manufacturer recommended maintenance activities.* On the surface this control measure is similar to the administration section which requires each graywater treatment works to have an O&M manual. However, this control measure requires that the O&M manual be actively followed and be used to guide proper operation and maintenance of a graywater treatment works. The commission included a five (5) year minimum O&M recordkeeping requirement for Category D graywater treatment works that have a capacity to receive equal to or greater than 2,000 gallons per day since maintenance of these systems will be essential to protect public health. In the event of an outbreak, having records will allow public health officials to have a baseline of operational information to ensure that the graywater treatment works was properly operated.
- *The owner or operator of a graywater treatment works must minimize exposure of graywater to humans and domestic pets.* Research indicates that graywater is to be expected to contain human pathogens. Therefore, the commission considers minimization of exposure to humans and pets as a common sense measure to limit possible pathogen pathways. The commission understands that some exposures will be necessary for graywater treatment works maintenance, cleaning, aerosolization when flushing of urinals and toilets, and irrigation system maintenance. Users should be aware that human pathogens are likely present, and should therefore limit their exposure as much as possible and take protective measures.
- *Graywater use and graywater treatment works must not create a public nuisance.* Graywater use and graywater treatment works must not create public nuisances such as odors and disease vectors (e.g., mosquitoes) habitat.

- *Graywater must not be stored for more than 24 hours unless the graywater has been treated by a graywater treatment works that meets the design requirements of section 86.12. All graywater must be stored inside a tank(s) that meets the design requirements of section 86.12. Graywater stored for an extended time period will create an environment that encourages microorganism growth. Extended storage of untreated graywater will result in anaerobic (a.k.a. no oxygen) conditions and unpleasant odors. Colorado water rights laws will likely impact storage of treated graywater for an extended time period. In addition, this requirement is in conformance with the 2015 International Plumbing Code.*
- *Temporary or semi-temporary connections from the potable water system or public water system to the graywater treatment works are prohibited. Permanent connections from the potable water system or public water system must be controlled with an appropriate backflow prevention assembly or backflow prevention method. Temporary potable water connections to graywater treatment works are not allowed. An example of a temporary connection is a hose submerged in a graywater storage tank to provide irrigation water during vacation. The prohibition was put in place since temporary connections will not undergo design approval or have an appropriate backflow prevention assembly or backflow prevention method. While temporary connections are prohibited, graywater treatment works may have a permanent connection from a potable water system or public water system. Permanent connections from the potable water system or public water system must be controlled with an appropriate backflow prevention assembly or backflow prevention method as required in section 86.12.*

B. Additional control measures required for subsurface irrigation use

- *Agricultural irrigation with graywater is prohibited. In order to be protective of public health, and because insufficient information was presented at this hearing to fully evaluate the risk to public health, graywater may not be used for agricultural irrigation. The definition of agricultural irrigation includes household gardens, fruit trees, and other flora intended for human consumption. This is especially critical for local jurisdictions that allow household produced food products to be sold at farmers markets. The commission considers "human consumption" to mean any food or beverage consumed by humans, regardless of the processing method (e.g., raw, fermented, baked, canned).*
- *Irrigation is prohibited when the ground is frozen, plants are dormant, during rainfall events, or the ground is saturated. The commission intends to ensure that graywater use does not result in ponding, runoff, or unauthorized discharge to state waters. Therefore, graywater irrigation under these conditions is not allowed.*
- *Irrigation scheduling must be adjusted so that application rates are closely matched with soil and weather conditions. The amount of water needed for irrigation is dependent on a variety of local conditions such as the flora being irrigated, weather condition, and local soils. The user needs to be mindful that the required amount of graywater and nutrients will change over time and therefore the graywater application rate must also be adjusted.*
- *Graywater must be applied at an agronomic rate which does not result in ponding, runoff, or unauthorized discharge to state waters. The definition of agronomic rate is generally consistent with the definition from Regulation #84 (which addresses centralized reclaimed water operations). While this regulation does not require a water quality test, such testing is encouraged. Graywater use must not result in ponding, runoff, or unauthorized discharge to state waters.*

- *For mulch basin systems, mulch must be replenished as required due to decomposition of organic matter. Mulch basins must undergo periodic maintenance, reshaping or removal of material to maintain surge capacity and to prevent ponding and runoff. Microbial activity within the mulch basins will result in decomposition of organic material. To maintain the required storage volume and soil permeability, the mulch beds must undergo routine maintenance. This requirement was based on the 2013 California Plumbing Code.*

C. Additional control measures required for indoor toilet flushing use

- *Graywater for toilet and urinal flushing use must be disinfected. Graywater research indicates that graywater is to be expected to contain human pathogens. Therefore, the commission is using a multi-barrier approach, including the addition of a potent disinfectant to inhibit the presence of organisms, pathogens and viruses in the graywater distribution system.*
- *Graywater treatment works that utilize chlorine for disinfection must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free chlorine residual throughout the indoor plumbing system, including fixtures. The free chlorine residual requirement is generally consistent with Regulation #11. The commission is not implying that graywater for indoor toilet and urinal flushing must be treated to potable water standards, as defined by Regulation #11, but that a free chlorine residual range of 0.2 to 4.0 mg/L is reliably detectable and not high enough to adversely impact plumbing fixtures.*
- *Single family graywater treatment works that utilize non-chemical methods, such as UV, for disinfection must have a chlorine puck present in each toilet tank. The commission wants to give some flexibility to Category C systems and not require chlorine injection for all systems. Since some disinfectants, such as UV, do not have a residual present in the distribution system, a chlorine puck will inhibit the presence of organisms, pathogens, and viruses within the toilet tank and bowl.*
- *Graywater for toilet and urinal flushing must be dyed with either blue or green food grade vegetable dye and be visibly distinct from potable water. The commission adopted this requirement from the 2012 International Plumbing Code. Dye is a visual indicator that the water within the building is non-potable. Because single family households are not required to have signage for indoor toilet flushing, the dye serves as the notification method that a cross connection has occurred and graywater is entering the potable water lines of the operation.*

X. **Treatment Works Design Criteria**

A. Design criteria treatment basis

For dispersed subsurface irrigation, the commission's intention with the design criteria is to protect the subsurface irrigation system from failure. The commission anticipates that without filtration, graywater irrigation systems would fail in a similar manner to an OWTS soil treatment area. Therefore, the commission is requiring filtration prior to the irrigation distribution system to inhibit failure of the emitter systems by particulate or bio-growth clogging. Irrigation system failure will result in surfacing graywater, unequal distribution, and discharge to groundwater.

For subsurface irrigation mulch basin systems, the commission's intention is to ensure that the mulch basin has an adequate volume for surge events and that the soil is capable of adsorption of any excess graywater that is not utilized by the flora. Mulch basin system failure will result in clogged mulch basins, surfacing graywater, and excessive discharge to groundwater.

For indoor toilet and urinal flushing, the commission is requiring a treatment technology that will be protective of public health and will consistently treat graywater without on-going water quality testing. Graywater research indicates that graywater is to be expected to contain human pathogens. Graywater is an emerging research area and peer reviewed research regarding graywater as a potential disease vector and treatment technology impacts on human pathogens are limited. Until additional graywater research studies indicate a definite public health safety threshold, the commission selected the ANSI/NSF 350-2011 standard for indoor toilet and urinal flushing. ANSI/NSF 350 is a performance based treatment testing protocol which requires a third party review of water quality data. The ANSI/NSF 350 standard is required in the 2015 International Plumbing Code and is required by other western states that allow indoor toilet flushing with graywater. The 2013 California Plumbing Code sets ANSI/NSF 350 as the minimum water quality standards (unless the authority having jurisdiction has other water quality requirements). Oregon allows indoor use with an ANSI certified graywater standard. In addition to ANSI/NSF 350 treatment, the commission is requiring dye to visually differentiate graywater from potable water, as well as requiring a disinfectant to prevent biological growth in the graywater distribution system.

B. Flow projections

The commission is adopting graywater flow rates based on the 2012 Uniform Plumbing Code. The 2012 Uniform Plumbing Code includes daily flow estimates for water saving fixtures while the 2015 International Plumbing Code only has traditional fixture daily flow estimates. The commission received comments from local agencies indicating that the allowed occupancy rates and therefore overall flow rate projections are not very conservative. The commission determined that if graywater is produced at graywater treatment works designed with a storage tank at a rate higher than the estimates, that any excess graywater will overflow to a combined sewer system. Excess graywater production will not impact the graywater treatment works flow (after the storage tank) for graywater use and the overall flow to the closed sewerage system from the facility will not be impacted.

For mulch basin systems without a storage tank, excess graywater production may have a more direct impact. A mulch basin without a storage tank, which is sized for surge events at three times the daily production volume, provides some safety factor for additional daily flow. The local implementing agencies will have the flexibility to adopt more conservative flow rates. For multi-family residential systems, this flow projection design criteria allows flexibility if site specific flow information is available. The residential flow values are intended for circumstances where site specific fixture information is unknown.

C. General graywater treatment works design criteria

The commission is adopting general design criteria for all graywater treatment works including: component sizing requirements, a graywater diversion valve, no bypass lines around the treatment works, and labeling. Treatment works components must be sized to treat the anticipated peak flow rate. For example: an improperly sized filter upstream of a storage tank may result in graywater backing up into the building's plumbing system. The diversion valve is a critical component for the graywater user to allow graywater to be sent to the closed sewerage system during non-irrigation periods, divert graywater when cleaning the tank, divert graywater when hazardous chemical are being used in the building, etc. The diversion valve is intended to direct graywater prior to the graywater treatment works to a closed sewerage system. No bypass lines around the graywater treatment works prior to use is allowed. The graywater lines must also be clearly distinguished to guarantee that the graywater piping is not mistaken for potable water piping. This requirement is intended to be consistent with the anticipated Colorado Plumbing Code requirements but will apply to all graywater piping, including piping outside the structure.

This regulation is consistent with the requirements for onsite wastewater treatment facilities with respect to: the impact of a graywater system on the onsite wastewater treatment facility sizing, floodplain, and floodway requirements. The onsite wastewater treatment system must be sized for the potentially full wastewater treatment flow from the facility in the event that future property owners elect to discontinue use of the graywater treatment works.

The commission determined that a storage tank is required for all graywater treatment works, except for properly sized mulch basin systems. Tanks equalize flow surges and minimize water quality variations through the day. Tanks also allow graywater application to be controlled to ensure agronomic rate control. If excess graywater is produced (over the agronomic rate), the excess graywater will be sent to the closed sewerage system via the overflow line rather than being disposed of in the subsurface irrigation system. Tanks can be used as a collection reservoir for a pressurized graywater distribution system which will allow for equal distribution of graywater throughout graywater piping. For indoor tanks, the Colorado Plumbing code may be more restrictive than the requirements in this regulation, but the design criteria adopted here set minimum standards for water quality needs. The required tank appurtenances are important design features necessary for maintaining the required control measures. Design criteria were included for tank materials, access openings, vents, overflow lines, drains, tank foundation, and signage. A minimum tank volume of 50 gallons was adopted based on the 2012 Uniform Plumbing Code. Outdoor tanks must be protected from direct sunlight to limit biological growth prior to use of stored water.

Some graywater treatment works will produce backwash waste streams. The backwash waste stream must be properly contained or disposed. An example of a graywater treatment works with a produced wastewater stream would be a filter with a backwash process. Any wastewater from the treatment process must be sent to an appropriate disposal location such as a closed sewerage system or an approved Underground Injection Control well.

Graywater treatment works must be located within the confines of the legal property boundary and not within an easement.

D. Additional design criteria for Categories A and B

In order to ensure the integrity of the irrigation system, the commission is requiring a filter. The filter must be located between the treatment system and the irrigation distribution system to inhibit failure of the soil or emitter systems by particulate clogging. A 60 mesh filter was determined to be the appropriate minimum size for protection of the irrigation system. However, the irrigation system manufacturer may recommend smaller filter sizes based on the selected graywater irrigation system components. Local governments can be more stringent and require designers to follow the manufacturer's recommendations. Prefiltration is not required but is recommended to reduce maintenance on the 60 mesh filter. The filter must be located between the tank and the irrigation area. To prevent pump failure, the filter must be located after the pump and not on the suction side of the pump.

For mulch basin systems, the commission's aim was to not require a filter and to allow for simple graywater systems. It is anticipated that the mulch and underlying soil will act similar to a trickling filter and will provide some treatment of graywater that is not used by the flora.

E. Back up potable water system requirements for Categories A, B, C, and D

The commission is adopting different cross-connection control requirements for a graywater system served by a public water system (as defined in Regulation #11) than for graywater systems served by a non-public water system. The commission believes that installation of control devices is critical at all graywater treatment works with potable water connections. However, the commission does not want to require annual device testing for non-public water system users and customers (e.g., a single family house on an individual private well) that would not be required under the commission's existing regulations. The cross connection control requirements for public water systems are well defined in Regulation #11 and therefore this regulation does not repeat the associated requirements. For urinal and toilet flushing users, potable water supply is required for sanitary purposes since toilets and urinals must have a water supply at all times. For subsurface irrigation users, a potable water supply is optional.

F. Signage requirements for non-single family users

The regulation requires signage for public notification. The signage requirement is for non-single family users since the building occupants and visitors are less likely to be aware that a graywater treatment works is in use than at a single family residence. The required signage is for general notification and is a component of the required control measures. For non-single family users, signs are required at three locations: 1) point of graywater production (e.g., sink), 2) location of the graywater treatment works, and 3) point of graywater use (e.g., irrigation area, toilet). At the point of production, the purpose of the sign is to notify building occupants or visitors that the water is being reused and to ensure that the graywater is not being inadvertently contaminated. At the location of the graywater treatment works, the purpose of the sign is to notify occupants and building maintenance personnel in order to prevent accidental exposure to graywater. At the point of use, the purpose of the sign is to notify the persons using the irrigation area, toilet, or urinal.

G. ANSI/NSF 350 standard certified treatment for Category C and D systems

NSF/ANSI 350-2011 is a performance based water quality standard developed by the NSF Joint Committee on Wastewater Technology in 2011 for residential and commercial graywater treatment for indoor toilet and urinal flushing. The standard sets the minimum design, material, design and construction, and performance requirements for on-site residential and commercial graywater treatment systems. Technologies are tested under normal operating conditions and stress conditions and water quality results are verified by a third party certification agency. The standard does not specify the treatment technologies used to meet the water quality standard which gives flexibility of various treatment technologies to get certified. The commission finds that the ANSI/NSF standard meets an acceptable technology review protocol that would be certified by a third party agency to simplify the technology review process for the local jurisdictions. In addition, ANSI/NSF is a nationally recognized standard that is intended to be protective of public health and would consistently treat graywater without the need for on-going water quality testing. As the ANSI/NSF certification standard is relatively recent only a few manufacturers have gone through the certification process. The commission anticipates that as indoor graywater use becomes more accepted, more manufacturers will certify their products. Additionally, the ANSI/NSF 350 standard has on-site performance testing and evaluation protocol for commercial systems over 1,500 gallons per day. The commission anticipates some graywater users will use a third party testing agency to certify their graywater treatment works to the NSF/ANSI 350 standard.

H. Disinfection requirements for Category C and D systems

Graywater research indicates that graywater is to be expected to contain human pathogens; therefore, the commission considers the use of a potent disinfectant an essential part of a multi-barrier approach to protect public health. The use of a disinfectant is required if disinfection is not already part of the ANSI/NSF equipment. The disinfectant is to inhibit the growth of microorganisms, pathogens and viruses in the indoor graywater plumbing system. For non-single family systems, the commission is requiring a free chlorine residual of 0.2 mg/L to 4 mg/L to prevent regrowth of microorganism in the graywater distribution system. Non-single family users are expected to have a large potentially impacted population and a more complicated distribution system design than single family systems. To reduce the burden on single family users, systems that use non-chemical methods for disinfection are required to use a chlorine puck in the toilet or urinal.

To maintain a multi-barrier approach, the commission is requiring that the disinfection process be capable of producing free chlorine rather than total chlorine. The disinfection process for non-single family users must be capable of injecting enough chlorine to react with all reducing agents, ammonium, organics, etc present in the graywater (aka past the breakpoint chlorination point) and that free chlorine must be present. EPA documents indicate that chloramines (which are formed prior to breakpoint chlorination) are approximately 100 times less effective than free chlorine at inactivating pathogens such as *Giardia lamblia* or viruses. Therefore, the commission believes that free chlorine is a readily available and safe, potent disinfectant.

I. Professional Engineers for Category D systems

The professional engineer requirement for graywater treatment works with a design capacity greater than 2,000 gallons per day was determined to be necessary to ensure the protection of public health and the environment. The local jurisdiction may elect to make designer requirements more stringent in their graywater control program.

XI. Irrigation System Design Criteria

A. General design criteria basis

The irrigation design requirements in this regulation are modeled after the State of Washington's graywater regulation (Chapter 246-274 WAC). Washington requires that graywater be applied directly to the plant root zone. The requirement that irrigation systems be located four (4) inches below ground rather than two (2) inches results in less potential graywater surfacing or accidental breakage incidents. The commission wants to be in general conformance with the required set back distance requirements.

The requirements adopted for single family dispersed subsurface irrigation systems are intended to prevent undersizing of the subsurface irrigation area while making the application process straightforward. For non-single family dispersed subsurface irrigation systems and mulch basin systems, the commission's intent was to adequately size the irrigation system using the best information available including site specific soil testing.

B. Irrigation system requirements for Single Family irrigation system

The intention with the dispersed subsurface irrigation systems area sizing was to have a reasonable and simple calculation for single family systems. The commission believes this equation is the simplest and most economical method to estimate the landscape area for small graywater systems. The equation is used by other state agencies (e.g., Idaho, Washington) and designers (e.g., Oasis Design). Furthermore, this method does not require soils testing at each single family residential site. Local jurisdictions that are not comfortable without soils testing results may elect to require the mulch bed or Category B requirements for the single family dispersed subsurface irrigation systems.

C. Irrigation system requirements for Mulch Basin and Non-Single Family dispersed subsurface irrigation systems

The commission modeled the Category B and mulch basin irrigation design requirements on the State of Washington's graywater regulation (Chapter 246-274 WAC). The Washington soil type table was merged with the soil type descriptions in Regulation #43 for ease of local implementation and for consistency between commission regulations. The soil depths are not the same as the Regulation #43 requirements since Regulation #43 is intended for onsite wastewater treatment while this regulation is intended for graywater use by flora. Although intended for use by flora, the mulch basin system design criteria recognize that disposal to groundwater may result. This recognition is the basis for requiring a site and soil evaluation for all mulch basin systems, even single family systems. The site and soil evaluation requirement aims to provide site specific conditions design parameters to allow proper design for category B and mulch basin systems.

Mulch basin design requirements in other western states were researched, and detailed mulch basin design parameters were not found. Therefore the commission's goal for the mulch basin design criteria was to have sufficient volume to adsorb graywater volume surges for graywater treatment works. For graywater treatment works that do not have a storage tank the volume requirements are to capture a surge volume three (3) times the daily flow. For graywater treatment works with a storage tank the volume requirement has a safety factor of 1.5 times the daily flow. The purposes of the other mulch basin design criteria are for proper operation and to minimize potential human exposure.

86.22 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE; NOVEMBER 9, 2015 RULEMAKING, EFFECTIVE DECEMBER 30, 2015

The provisions of sections 25-8-202(1)(c) and 25-8-205(1)(g), C.R.S., provide the specific statutory authority for the Graywater Control Regulation adopted by the Water Quality Control Commission (commission). The commission has also adopted, in compliance with section 24-4-203(4), C.R.S., the following statement of basis, specific statutory authority, and purpose.

BASIS AND PURPOSE

The commission stated in the statement of basis and purpose language in section 86.21 that, "[t]he commission anticipates future reviews of this regulation to include a review for improved organization and readability." In the November 9, 2015 rulemaking the Commission reorganized Regulation #86 and, in some cases, clarified the language. These changes to Regulation #86 are not substantive and are not intended to create any new or different requirements for graywater systems. The revisions are intended to make Regulation #86 easier to understand, comply with, and implement.

In an effort to provide clarity the following revisions were made:

- Section 86.9 - clarified which of the local graywater program requirements must be adopted under an ordinance or resolution and which requirements may be adopted under rule,
- Section 86.11 - created a new independent section for graywater treatment works – flow projections in section
- Section 86.12 - reorganized the graywater treatment works design criteria in section into: subsurface irrigation graywater treatment works design criteria and indoor and urinal flushing graywater treatment works design criteria, rather than design criteria for each use category,
- Section 86.13 - moved the operation and maintenance manual requirements to section 86.13,
- Section 86.14 - moved the control measure requirements to section 86.14, and
- Minor editorial changes for clarity throughout.

86.23 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE; NOVEMBER 13, 2023 RULEMAKING, EFFECTIVE JANUARY 14, 2024

The provisions of sections 25-8-202(1)(c) and 25-8-205(1)(g), C.R.S., provide the specific statutory authority for the Graywater Control Regulation adopted by the Water Quality Control Commission (commission). The commission has also adopted, in compliance with section 24-4-103(4), C.R.S., the following statement of basis, specific statutory authority, and purpose.

BASIS AND PURPOSE

Upon adoption of Regulation No. 86 in 2015, the commission anticipated future reviews to consider improved organization and readability, whether to allow additional uses and treatment works of graywater and whether to adopt a variance process. During the triennial review hearing in 2021, the commission directed the division to conduct a stakeholder process to discuss these topics in addition to other proposed items from the division. As a result, the commission adopted several changes to this regulation during the rulemaking on November 13, 2023.

I. Improved Clarification and Organization

A. Applicability for Existing Graywater Treatment Works and Regulatory Revisions

The commission added language in the Applicability section to clarify circumstances for graywater treatment works that have been approved prior to this regulatory revision ((86.6(A)(3))). The language states that if graywater treatment works were approved prior to revisions to Regulation No. 86, the treatment works remain in compliance until modifications are made, or a public or environmental health risk is identified. The commission deemed this a safe and appropriate means to avoid abrupt, burdensome costs associated with continuous upgrades or alterations as this regulation is updated. The commission's intent was to allow existing systems to persist as long as they are safe for public health and the environment.

B. Water Quality Control Commission's Control Regulations – 86.6(A)(6)

The commission deemed it necessary to include a requirement for local graywater control programs to require compliance with nutrient control regulations (5 CCR 1002-71 through 1002-75), and for notification to be provided to the basin control authorities. Regulation No. 86 does not contain phosphorus treatment techniques or standards.

C. Local Graywater Ordinances and Resolutions

The commission clarified the timeline for local agencies to update and ensure compliance of their local ordinance or resolution within 365 days from the effective date of the most recent regulation adopted by the commission. If the division determines that a local ordinance or resolution is out of compliance with Regulation No. 86, the ordinance or resolution must be revised within 180 days of written notice by the division to the local authority.

D. New Definitions

The definition of “Backflow Device” was deleted, and definitions for “Backflow Contamination Event,” “Backflow Prevention Assembly” and “Backflow Prevention Method” were added to be consistent with terminology used in Colorado’s Primary Drinking Water Regulation No. 11. Definitions of “ENERGY STAR” and “Integrated Water Factor” were added because these terms and data are used to calculate flow projections for laundry machines in section 86.11. A definition of “Laundry to Landscape” was added because the commission adopted this type of graywater treatment works in this regulation. In sections 86.11(A)(1)(ii)(a) and (b), the commission decided to switch the terminology from “traditional fixtures” and “water saving fixtures” to “Non-WaterSense fixtures” and “WaterSense fixtures,” respectively, because the former terms do not have definitions in the 2012 Uniform Plumbing Code. Therefore, a definition of “WaterSense” was added. WaterSense is the Environmental Protection Agency’s (EPA’s) program for testing and labeling water efficient fixtures. It is also the intent that if the WaterSense program was replaced with another water efficiency program, the definition would still apply.

II. New Graywater Treatment Works and Use Categories

A. Laundry to Landscape Graywater Treatment Works

The commission added category A1: Laundry to Landscape graywater treatment works for single family users to employ subsurface irrigation, including mulch basins. A definition, design criteria and control measures were added. The commission found that single family units that allow for short term rental agreements (e.g. Airbnb, VRBO, etc.) should be prohibited from using Laundry to Landscape systems. The graywater effluent should be consistently produced from a permanent source to prevent the risk of potential outbreaks. Short term renters may not be aware of the control measures and other requirements in place to maintain safe Laundry to Landscape systems, and graywater effluent from multiple persons from various regions would resemble multifamily effluent that poses a greater public health risk.

B. Edible Crops

The commission added an allowance of edible crop irrigation for subsurface irrigation for single family users (includes irrigation from Laundry to Landscape systems). Irrigation of sprouts, leafy greens and root crops is prohibited. The commission’s main concern was ingestion of pathogens, and research has shown that non-spray irrigation methods on crops that grow above ground is a low risk and efficient use of graywater. Additionally, a control measure was added that edible crops irrigated with graywater treatment works must be washed with potable water prior to consumption. The commission determined that edible crop irrigation should be prohibited for non-single family users and single family units that allow for short term rentals (e.g. Airbnb, VRBO, etc.) because of the higher risk associated with pathogens in non-single family graywater effluent. As with Laundry to Landscape systems, the commission believed graywater effluent should be consistently produced from a permanent source to prevent the risk of potential outbreaks.

C. Rural Fire Protection

The commission added rural fire protection as graywater use categories D1 and D2 to provide options for jurisdictions that allow fire sprinkler systems in homes of specific sizes located in remote areas that do not have readily available storage tanks, fire hydrants or other water supplies for firefighting. While there are risks associated with using graywater for firefighting, the commission determined that protection of life from fire is a greater priority at the time of an emergency. The commission required the local city, city and county, or county to obtain agreement from the local fire district/authority prior to adopting this use in their local ordinance or resolution. It was determined that the design criteria and modified control measures for toilet and urinal flushing be used for rural fire protection to be protective of human health. Graywater must be stored in an outdoor, watertight cistern with signage to notify firefighters that graywater is contained in the cistern.

III. Adjustment to Labeling of Graywater Use Categories

The commission adopted a new labeling series for the graywater use categories shown in the table below.

Category	Use	Graywater Source(s)	End Use
A1	Laundry to Landscape	Laundry Machines	Outdoor mulch basins (single family dwelling)
B1	Single family subsurface irrigation (landscapes)	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (single family dwelling)
B2	Non-single family subsurface irrigation (landscapes)	All allowed graywater sources	Outdoor subsurface irrigation and mulch basins (non-single family)
C1	Single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (single family dwelling)
C2	Non-single family indoor toilet and urinal flushing	All allowed graywater sources	Indoor toilet and urinal flushing (non-single family)
D1	Single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (single family dwelling)
D2	Non-single family rural fire protection	All allowed graywater sources	Indoor/outdoor firefighting, storage tank outdoor (non-single family)

IV. Updates to Flow Projections and Design Criteria

A. Laundry Machine Flow Projections

The commission decided to use the EPA's ENERGY STAR, Integrated Water Factor (IWF) for ENERGY STAR rated laundry machines. ENERGY STAR is an EPA label that is certified to meet strict standards for energy efficiency and incorporates water savings calculations into their product certifications. The IWF is a measure of water efficiency that considers gallons of water consumed per cubic foot of capacity. The IWF's can be found on EPA's website, and with the product information for ENERGY STAR laundry machines. For laundry machines that do not have an ENERGY STAR label, the flow projections previously used in Regulation No. 86 will apply. The flow rate for traditional fixtures (laundry machines that are not ENERGY STAR rated) was reduced from 15 gallons per day per occupant (gpd/occupant) to 10 gpd/occupant based on more recent and reliable laundry machine water usage data.

B. New Equation for Mulch Basin Design Criteria

The commission developed a new equation to be used to calculate landscaped area for Laundry to Landscape systems and mulch basins. The commission deleted the previous equation from Regulation No. 86 because the new equation is a simplified version that reaches the same end goal. Soil type and loading rate are uniform and reliable factors to consider whether there is sufficient graywater volume absorption for graywater subsurface irrigation.

C. New Equation for Single and Non-Single Family Dispersed Subsurface Irrigation

The commission developed a new and separate equation for sizing landscaped areas for single and non-single family dispersed subsurface irrigation systems (Graywater Use Categories: B1 and B2). Table 12-2 used for Laundry to Landscape systems is appropriate for non-pressurized irrigation systems. Dispersed subsurface irrigation systems that are not installed in mulch basins are pressurized. Table 12-3 in section 86.12(B)(3)(b)(i) is specific for pressurized irrigation systems and will result in more accurate landscaped area calculations for these types of systems.

Additionally, the commission changed the minimum depth of subsurface irrigation components from four inches to two inches (sections 86.8(45) and 86.12(B)(1)(a)). Two inches is in line with the recommendation in the 2024 Uniform Plumbing Code.

V. Certified Operator Responsibilities

The commission removed the requirement that a certified operator under the Water and Wastewater Facility Operators Certification Board be required for non-single family Graywater Treatment Works with a design capacity of 2,000 gpd or less. Most NSF 350 treatment works are relatively simple, and a designated responsible person who can operate and maintain the treatment works according to the conditions in 86.16(A) will be protective of public health. Non-single family graywater treatment works with a design capacity of greater than 2,000 gpd will continue to be required to be operated by a certified operator per Regulation No. 100.

Editor's Notes

History

Entire rule eff. 06/30/2015.

Rules 86.7.B, 86.9.B, 86.9.C.2, 86.11-86.15, 86.22 eff. 12/30/2015.

Entire rule eff. 01/14/2024.

Hi Jay,

You asked for the District's perspective on HB24-1362 regarding Graywater use.

From the District's standpoint, we would advocate for the City to develop an ordinance that prohibits graywater use in order to prevent reduced cleansing flows in the collection system and potential for higher annual cleaning costs and odor complaints. Because the law appears to apply to "new construction" only and the District's service area is mostly developed, there may not be a significant exposure to graywater. Still the development we've see can often include demolition of existing homes in total and construction of new homes in their place. This would likely fit the definition of "new construction" and we could envision that some of the large homes in the District's service area may start to include some sort of on-site graywater treatment and use systems in an effort to reduce potable water use/bills. Unless there is a local ordinance prohibiting graywater reuse, the attached Colorado DWR administrative position document (and Denver Water's indication that they will follow this as well) indicates that in-home graywater reuse and treatment systems will be allowed under state law and does not conflict with water rights and return flow requirements.

Below are our engineer's comments, Denver Water's Administrative Position and comments, in support of our position:

Engineering Considerations:

1. Graywater flows help move solids through the sewer system. **If graywater use was largely adopted by the District's customers and diverted away from the collection system, flows could be significantly reduced resulting more widespread solids deposition and increased annual cleaning costs. With the deposition of solids and lack of cleansing flows, I would also expect an uptick in odor complaints.**
2. Removal of graywater on a large scale basis from the current sanitary sewer system would also adversely affect existing wastewater treatment plants (WWTPs). By diverting graywater and reducing the overall sewer flow to WWTPs, the influent stream would be much higher in organic loading characterized by biological oxygen demand (BOD). If graywater diversion was widely adopted, existing WWTPs could need treatment capability improvements to adequately treat the increased organic strength of the wastewater.
3. For most existing sewer systems, it would be impractical and cost prohibitive to separate the graywater flow with in-home plumbing systems, collect it with a separate graywater sewer system, and treat it at a graywater treatment works for further distribution and use elsewhere. While dual potable - nonpotable water systems do exist and are becoming more common, the majority of the nonpotable systems are supplied with effluent from WWTPs (which treat combined blackwater and graywater influent flow) and then are used for outdoor irrigation of

golf courses, green belts, etc. The City of Aurora, Denver Water, the City of Westminster, and the City of Cheyenne all have non-potable water systems for outdoor irrigation or to supply industrial customers that use treated WWTP effluent as a supply. In the Salt Lake City metro area, several non-potable water systems for outdoor irrigation are supplied with untreated raw water.

4. **Even though it is impractical to separate graywater flow from blackwater flow within existing homes or buildings, new construction could be set up to handle graywater flows separately.**

Such a system could involve onsite treatment and reuse systems that would on a single customer basis reduce their overall water use. However, there is nothing in our industry yet that would indicate this could become widespread.

Legislation Considerations:

1. HB-24-13622 has been passed and will take effect January 1, 2026. Its stated purpose is to promote the use of graywater which would then incrementally reduce the consumption of potable water.
2. The bill allows (1) the installation of graywater treatment works and (2) graywater use.
3. **The bill makes graywater treatment works and graywater use legal statewide UNLESS a local county or municipal government adopts an ordinance that prohibits it.** If such a local ordinance is adopted, the local government has to notify the “Division” of the prohibition. The “Division” may be the State of Colorado’s Drinking Water Division under CDPHE or the State’s Water Quality Control Commission.
 - a. This provision disincentivizes local municipalities from opposing graywater use because it requires them to take action and develop an ordinance that would prohibit graywater use.
4. For any entity that does not prohibit graywater use, they are then required to:
 - a. Develop and adopt appropriate building codes to prevent cross connections
 - b. Report to the local water utility the location of all installed of graywater treatment systems for the purpose of surveying and tracking the systems
5. **Installation of indoor graywater treatment works is allowed only in new construction projects**
6. The State’s Water Quality Control Commission may promulgate new regulations regarding standards for use of graywater
7. Use of graywater is only allowed in accordance with terms and conditions of source water rights and required return flows from the source water rights.
 - a. **This is an interesting “carve out” so that the graywater bill is not in conflict with water rights and water law.** The District’s primary water provider is Denver Water. Denver Water has east slope water supplies (South Platte River primarily) and west slope water (Colorado River primarily). Water rights on the South Platte River come along with

return flow requirements that would make graywater capture and reuse a violation of Denver Water's water rights if the graywater leaves the site of its original consumptive use (see attached Colorado DWR administrative position paper on graywater reuse). Graywater reuse within the confines of the property/operation where it was originally consumed is allowed without a water rights conflict. Colorado River Water on the other hand is imported and so it can be used to "extinction" without any requirement for return flows. If anyone has a groundwater well supply, it would also be a candidate supply for graywater use since it is "non-tributary" to the South Platte River basin and would not have return flow requirements but is subject to Colorado DWR positions 1-3 in the attached position paper..

- b. Denver Water provided the attached Administrative Position for Graywater Reuse from the Colorado Division of Water Resources (DWR). Denver Water indicated that they have adopted this position regarding graywater use. Most importantly is item #4 in the attached document which indicates that there is no conflict with water rights and return flow requirements if the reuse of water is within the confines of a residential, commercial, or industrial operation. This would mean that graywater reuse within the property boundary where it was originally used is acceptable and Denver Water will allow in-home graywater reuse and treatment systems.

Additional comments from the Denver Water technical lead for graywater use. She offered a few more comments of note:

1. The interest in graywater use and treatment systems is still in the infancy stage.
2. There are several pilot programs underway that are supporting installation of graywater systems into new homes. A relatively high percentage of the property owners in the pilot programs are requesting to have them removed.
3. Denver Water is not yet convinced that they are realizing a reduction in potable water use as a result of the graywater systems. May be some feeling that property owners feel "water rich" and so may end up not saving any water.
4. Denver Water considers on-site blackwater treatment and reuse in the same category as graywater and not in conflict with any water rights or return flow requirements.
5. Denver Water's wholesale customers should be receiving some guidance/information material from Denver Water on this soon (if they haven't already).
6. Municipalities must develop local ordinances that opt out of the legislation this year before the state law takes effect on January 1, 2026.

Let me know if you would like to discuss. Have a good day!

Kathy

Kathy L. McKune, CWP

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January 28, 2026

Paul Workman
Community Development Director
pworkman@cherryhillsvillage.com

RE: Graywater

Paul:

The authorization of graywater reuse in new construction through the State Legislature House Bill 24-1362 very appropriately provides local government an opt out provision.

It is clear, especially in dry water years like the State is experiencing this year, water conservation through reuse of elements of the water cycle is important. However, the impacts of graywater reuse are highly dependent on the local infrastructure and land use.

Successful graywater reuse is more likely in rural areas with lower population density and on-site wastewater treatment systems. Urban and suburban graywater reuse has adverse impacts on wastewater treatment plant efficiency and maintenance costs. Graywater reuse in the city has no direct impact on private or public stormwater or water quality infrastructure.

Graywater reuse within the City of Cherry Hills Village provides marginal public benefit to properties that are connected to the various sanitation districts within the city. Graywater reuse on 'well-septic' properties still has the same increased maintenance risks, but by virtue of being on-site systems that additional cost is held by the property owner. The number of well-septic properties in the city is small and not increasing.

Therefore, there is no apparent net benefit to city infrastructure to graywater reuse in the City.

Sincerely,
ICON Engineering, Inc.



Troy W. Carmann, PE CFM | President
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SHUMS CODA
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January 28, 2026

Paul Workman
Community Development Director
City of Cherry Hills Village
2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

Re: Graywater Allowance in the City of Cherry Hills Village

To Whom it May Concern:

I am writing to express that I do not support adopting or instituting a municipal graywater allowance and I am particularly concerned about authorizing graywater systems within floodplains and other flood-prone areas. My concerns are grounded in the National Flood Insurance Program (NFIP) floodplain management criteria administered by FEMA, the significant administrative and enforcement burden required under Colorado Regulation 86, and the safety and reliability safeguards and potential failure consequence recognized in the 2024 International Building Code (IBC), International Residential Code (IRC) and International Plumbing Code (IPC) framework for flood hazard resistance and nonpotable water reuse.

FEMA/NFIP floodplain management criteria are difficult to reconcile with graywater storage, reuse piping, and discharge in flood-prone areas. Cherry Hills Village participates in and is part of the NFIP with mapped section within the city. These regulations require communities to regulate “development” in flood-prone areas and ensure that building service equipment, including plumbing, is designed and/or located to prevent floodwater from entering or accumulating within components. More specifically, NFIP criteria require, in flood-prone areas that new and replacement sanitary sewage systems be designed to minimize and eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. This includes locating onsite waste disposal systems, like graywater, to avoid contamination during flooding.

While graywater is not “sanitary sewage” in the traditional blackwater sense, graywater reuse systems commonly involve collection, storage, treatment, pumping, distribution piping, overflow/bypass pathways, and final discharge/irrigation interfaces. These have the potential to cause inundation of tanks and equipment, cause backflow into the system and disperse contaminants into flood waters. Even if a graywater system can be designed to work under “normal” conditions, flood conditions are exactly when system integrity is most likely to fail. The FEMA guidelines and NFIP work to prevent this from occurring.

Colorado Regulation 86, which governs graywater systems, creates a substantial, ongoing municipal program obligation. It should be recognized that this is not a simple allowance for graywater and stating that it is permitted. The regulation is explicit that graywater is expected to

carry pathogens and presents public health risk pathways. Its purpose is to establish requirements, prohibitions, and standards to protect public health and water quality.

Regulation 86 is structured as an opt-in local program. It establishes “minimum ordinance or resolution requirements” for jurisdictions that choose to authorize graywater use. It also requires that graywater systems may only be installed and operated within a jurisdiction that has a local graywater control program. From an implementation perspective, this means a municipality is not simply “permitting graywater,” it is taking on an ongoing duty to create and administer a local program that, at minimum, addresses authorization, controls to limit exposure to humans and pets, restrictions/prohibitions, treatment protocols, ongoing oversight, public education and outreach. In my view, the list of responsibilities taken on and required of the jurisdiction is a significant administrative and enforcement burden. This burden would include plan review, inspection, complaint response and compliance monitoring including a pathway for systems that are abandoned, modified or operated improperly to be brought back into compliance. This is not a simple plumbing permit, but is much more heavily involved and involves public health protection.

The 2024 I-Codes acknowledge graywater’s risk profile through mandatory safeguards and the presence of flood hazard areas raises that risk. The 2024 plumbing framework for on-site nonpotable water reuse systems includes multiple requirements that reflect complexity and potential consequences of improper operation including but not limited to:

- Treatment/disinfection for graywater fixture flushing - The 2024 IPC requires graywater used for flushing water closets and urinals to be disinfected and treated by an onsite treatment system complying with NSF 350.
- Time limits on untreated graywater storage - The 2024 IPC limits retention time for collected nonpotable water containing untreated graywater (usually not longer than 24 hours), reflecting recognized degradation and health concerns if held longer.
- Bypass, backwater protection, testing, and O&M documentation - The 2024 IPC includes requirements for bypass/diverter valves to route flows to sanitary sewer for servicing, backwater valves for overflow and tank drains, required tests/inspections, and operation and maintenance manuals/schematics.
- Setbacks for storage tanks - The 2024 IPC includes minimum separation distances between graywater/nonpotable reuse storage tanks and elements such as lot lines, water mains, wells, and surface waters.

These provisions exist because graywater reuse systems can fail in ways that create cross-connection hazards, nuisance conditions, and pathogen exposure risks—especially when maintenance lapses or components are damaged.

When these systems are proposed in flood hazard areas, the concerns compound: floods can disable pumps and controls, submerge tanks, undermine disinfection reliability, and create conditions where backflow/overflow pathways become direct contamination routes. That puts the municipality in a difficult position of authorizing systems that are inherently more vulnerable during the very hazard event the NFIP is designed to manage.

For the reasons above—NFIP floodplain management criteria and FEMA guidance emphasizing prevention of contamination/damage to sewer and onsite waste disposal systems in flood-prone areas, the substantial program obligations and public health basis embedded in Colorado Regulation 86, and the complexity and failure consequences reflected in the 2024 IPC safeguards for graywater reuse systems—I do not support the municipality adopting a graywater

allowance and I strongly recommend against authorizing graywater systems within mapped flood hazard areas.

Regards,



Cole Cloward
Colorado Regional Manager/CFM/Acting Cherry Hills Village CBO
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cole.cloward@shumscoda.com



SHUMS CODA
ASSOCIATES

A Bill for an Ordinance

Ordinance No. 12

Series of 2025

Introduced by: Councilmember Johnston

An Ordinance Prohibiting the Use of Graywater and the Installation of Graywater Treatment Works Within the City of Greenwood Village, Colorado

WHEREAS, “graywater” is the portion of wastewater discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines collected from residential, commercial or industrial buildings or institutional facilities before treatment or combination with other wastewater that can be put to beneficial uses, as defined by Regulation 86 of the Colorado Water Quality Control Commission, Colorado Department of Public Health and Environment (5 CCR 1002-86, June 30, 2015); and

WHEREAS, in 2013, House Bill 13-1044 authorized the use of graywater systems if local government specifically adopted a resolution or ordinance allowing their use; and

WHEREAS, since 2013, the City Council has had only one request for the city to adopt a graywater program and regulations; and

WHEREAS, in 2024, the Colorado state legislature adopted House Bill 24-1362, providing that effective January 1, 2026, the collection, treatment, and use of graywater is authorized except where prohibited locally.

Now, therefore, the City Council of the City of Greenwood Village, Colorado, ordains:

Section 1. Findings

This ordinance is found to be supported and authorized by law and in the best interests of and necessary for the protection of the health, safety, and welfare of the public. This ordinance is enacted pursuant to C.R.S. § 31-15-601(1)(m)(I). The City Manager will send notice of this ordinance to the Division of Administration, Department of Public Health and Environment pursuant to C.R.S. § 31-15-601(1)(m)(I)(B).

Section 2. Prohibition

Except for any systems permitted before the effective date of this ordinance, the installation of graywater treatment works and the use of graywater are prohibited within the City of Greenwood Village.

Section 3. Repealer

All ordinances and resolutions or portions thereof inconsistent or conflicting with this ordinance or any portion hereof, are hereby repealed to the extent of such inconsistency.

Section 4. Effective Date

This ordinance shall take effect six (6) days after publication following final passage.

Introduced and approved on first reading on the 20th day of October, 2025, and ordered published.

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC, City Clerk

Introduced and approved on second reading on the 3rd day of November, 2025 and ordered published.

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC, City Clerk

Effective: November 12, 2025

RESOLUTION NO. 25-236. It was moved by Commissioner Warren-Gully and duly seconded by Commissioner Campbell to adopt the following Resolution:

WHEREAS, pursuant to Colorado House Bill 24-1362, there is a statewide authorization of graywater use, except that each local government has the authority to “opt out” and prohibit the use of graywater systems within its jurisdiction; and

WHEREAS, the Board of County Commissioners held a meeting on June 10, 2025 to consider the use of graywater in unincorporated Arapahoe County and received information regarding public and environmental health considerations, applicable plumbing code provisions that apply to graywater use, the benefits and drawbacks of graywater use and alternative methods to conserve water, the fiscal impacts of various options, the County’s capacity to implement and enforce such system uses, and the extent of public demand for graywater use systems; and

WHEREAS, the Board of County Commissioners also accepted and considered the recommendations of the Arapahoe County Board of Health, which held its own meeting regarding the use of graywater on April 16, 2025; and

WHEREAS, the Board determined that presently there was not sufficient justification to permit the use of graywater systems within unincorporated Arapahoe County, but indicated its commitment and willingness to re-evaluate permitting graywater use in the future if there is a marked increase in public demand, the technology of graywater use systems develops to address their current limitations, and/or other considerations arise to support revising this policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County that, effective January 1, 2026, the use of graywater, as defined in section 25-8-103(8.3), C.R.S, in the unincorporated parts of Arapahoe County is prohibited. Arapahoe County staff are directed to notify the Division of Administration within the Colorado Department of Public Health and Environment of this Resolution.

The vote was:

Commissioner Baker, aye; Commissioner Campbell, aye; Commissioner Fields, aye; Commissioner Summey, aye; Commissioner Warren-Gully, aye.

The Chair declared the motion carried and so ordered.

Minutes of the City Council of the City of Cherry Hills Village, Colorado
held on Tuesday, February 3, 2026, at 6:30 PM
at City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113

CALL TO ORDER

Mayor Brown called the meeting to order at 6:30 PM.

ROLL CALL OF MEMBERS

Mayor Katy Brown, Mayor Pro Tem Earl Hoellen, Councilors Doug Robinson, Dave Heller, Susan Maguire, Karen Fisher, and Robert Eber were present on roll call. Also present were City Manager Chris Cramer, City Attorney Kathie Guckenberger, Deputy City Manager/Public Works Director Jay Goldie, Community Development Director Paul Workman, Finance Director Kelly Newman, Police Commander Brennan Leininger, Parks Project and Operations Manager Emily Black, and City Clerk Laura Gillespie.

Absent: None.

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

Laura Christman, 18 Cherry Lane Drive, stated the removal of the on-street trail designation for Cherry Hills Drive on the redesigned parks and trails map and the statement that it was included on the current map in error is against the interests of the public and incorrect.

REPORTS FROM MEMBERS OF CITY BOARDS AND COMMISSIONS

None.

CONSENT AGENDA

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

- 6a. Approval of January 20, 2026 Minutes
- 6b. Proclamation 1, Series 2026; Designating the Third Friday in April as Arbor Day

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None.

UNFINISHED BUSINESS

Affirmation of Ordinance 7, Series 2025; A Bill for an Emergency Ordinance of the City of Cherry Hills Village Establishing a Temporary Moratorium on the Acceptance and Processing of New Applications Seeking the Approval of a Subdivision and Declaring an Emergency (readoption on second and final reading)

Director Workman presented the affirmation and readoption of Ordinance 7, Series 2025, passed as an emergency ordinance on December 10, 2025. Staff had begun putting together the draft contract with the consultant for the nexus study.

Councilor Fisher asked about the timing of the nexus study. Director Workman replied it will take about four months for the consultant to complete the study.

Councilor Maguire moved, seconded by Councilor Robinson, to affirm, by readoption on second and final reading, Ordinance 7, Series 2025, an emergency ordinance of the City of Cherry Hills Village establishing a temporary moratorium on the acceptance and processing of new applications seeking the approval of a subdivision and declaring an emergency.

The following votes were recorded:

Heller	yes
Eber	yes
Hoellen	yes
Maguire	yes
Robinson	yes
Fisher	yes

The vote on affirmation and readoption of Ordinance 7, Series 2025 was 6 ayes 0 nays. The motion carried.

Council Bill 1, Series 2026; Adding a New Article II to Chapter 13 of the Cherry Hills Municipal Code Enacting an Industrial Pretreatment Program (second and final reading)

Deputy City Manager/Director Goldie presented Council Bill 1, Series 2026, on second and final reading. There were no changes since first reading.

Councilor Eber moved, seconded by Councilor Robinson, to approve on second and final reading Council Bill 1, Series 2026, adding a new Article II to Chapter 13 of the Cherry Hills Municipal Code enacting an industrial pretreatment program.

The following votes were recorded:

Heller	yes
Eber	yes
Hoellen	yes
Maguire	yes
Robinson	yes
Fisher	yes

The vote on Council Bill 1, Series 2026 was 6 ayes 0 nays. The motion carried.

Parks and Trails Map Redesign

Manager Black presented the updated map with the changes approved by Council at the January 6, 2026 meeting: updated disclaimer language, an indication of no crossing between the Academy Trail and the Cherry Trail across University Boulevard, and designation of the sidewalk on South Dahlia Street. The updated map also shows the on-street connection within Buell Mansion subdivision that is on the current map.

Councilor Robinson asked if the new map would fold the same way as the current map. Manager Black replied it would fold the same way but would be slightly larger. Councilor Robinson noted the font was a bit difficult to read on the print out. Manager Black replied the actual maps would be larger than the print outs Council was looking at.

Councilor Maguire suggested adding a box around the no crossing indication to make it easier to see.

Mayor Pro Tem Hoellen asked about adding a specific reference to the Charter in the disclaimer language. City Attorney Guckenberger replied staff had considered the disclaimer language very carefully.

Councilor Eber moved, seconded by Mayor Pro Tem Hoellen, to go into Executive Session for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) regarding the depiction of certain trails on the City draft parks and trails map.

The following votes were recorded:

Heller	yes
Eber	yes
Hoellen	yes
Maguire	yes
Robinson	yes
Fisher	yes

The vote on the Executive Session was 6 ayes 0 nays. The motion carried.

City Council entered into Executive Session at 6:49 PM.

City Council returned to the open meeting at 7:59 PM. Mayor Brown asked for a motion.

Councilor Maguire moved, seconded by Councilor Robinson, to approve the updated Parks & Trails Map and authorize staff to correct any scrivener's errors prior to printing.

Mayor Brown specifically requested discussion from every member present to make it clear that decisions were not made in the executive session.

Councilor Heller stated that he had not made a decision in the executive session or anywhere else.

Councilor Eber expressed that having heard the advice provided and the discussion about the legal merits and detractions, his sense is that the master plan indicates the City wants to have trails in the Village, as they are the number one amenity to the Village. He believed that to the extent the City acts in accordance with preserving the trail system, they should act in what he sees as a conservative manner. He believed that where the City has trails or believes it may have an interest in a trail, they have an obligation to try and preserve all of their rights and arguments supporting their interest. He was opposed to the motion.

Mayor Pro Tem Hoellen reflected on listening to all of the legal advice they had received tonight and on Council's previous discussion. He understood what an on street connection is, and appreciates staff and the Parks, Trails, and Recreation Commission (PTRC) for coming up with that term. He acknowledged that notwithstanding the fact that it is a private road, the issue is that it was previously marked as a trail and as a way to connect from a previous trail to another trail, from University to Hampden. He did not see why they would not just mark it as an on street connection on the new map.

Councilor Maguire stated she believes the central issue of the discussion is whether or not dots should be put back on the map at Cherry Hills Drive. She referenced the January 6, 2026 Council minutes stating that the yellow dots on the old map do not correspond to trail easements, and that those were added in 2007 and kept in 2009 to show places people could walk on quieter streets. She emphasized that they are intended to connect other parks and trails but are not indicative of them being a trail themselves. It was the opinion of consultants that this is a private easement, a private road, and a private bridle path, and she did not think the City should be giving the public the impression that they are entitled to walk on a private lane when it is private property. She argued that if people there want to allow people to walk on it, that is one thing, but she did not think it is the City's position to be showing that it is permissible to walk through private property.

Councilor Robinson thanked PTRC and staff for all the effort and hours that had gone into putting this together. He appreciated the executive session and felt he learned a lot

and tried to look at this very carefully from both sides. He stated he believed it to be fact that it is a private easement for the citizens within that neighborhood, not a public easement. He was in favor of the motion.

Councilor Fisher also recognized PTRC for their nine and a half months of working on this project. In addition to agreeing with Councilor Robinson's and Councilor Maguire's comments, she went back to the purpose of the map being a tool for people to know where they can walk in the City. Because Cherry Hills Drive is a private road with multiple signs saying it is a private road, she thought it would actually be more confusing if the map showed that it was a connector to another trail. She was in favor of the motion.

Councilor Heller stated he was in favor of the motion for the reasons that had been stated.

Mayor Pro Tem Earl Hoellen noted the arguments about not communicating false information to the public were very persuasive but questioned what would happen if the new map were not approved. Councilor Fisher responded that if she were not familiar with that area of the City and was using the old map, she would not be comfortable walking there and would think the map must be wrong.

Councilor Eber distinguished between a road having private road signs and whether the trail that was listed on the map may or may not be private. He stated that as a result of the action to approve the motion, it would make it that much more difficult or impossible to ever make an argument on behalf of the City. He stated there are some people who think it is private and other people who are not sure that it is, and he fell into the latter category. He stated for the record that if they are all wrong, they will never have an opportunity, in his opinion, to have this be deemed part of their trail system, and they will have given away what could become a property right of the City with no compensation.

Mayor Brown called for a vote on the motion.

The motion passed 5 ayes to 1 nay.

NEW BUSINESS

None.

REPORTS

Mayor

Mayor Brown reported the Metro Mayor's Caucus retreat had included presentations by gubernatorial candidates Barb Kirkmeyer and Phil Weiser (Michael Bennet would set up virtual meetings). The RTD accountability panel proposed governance reform consisting

of a board of four appointed and five elected members. The first committee hearing for House Bill 26-1001 (the "HOME Act") occurred earlier that day. The Metro Mayor's Caucus has a regularly scheduled meeting the next morning, and the CML legislative workshop is later in February.

Members of City Council

Council Fisher reported on the successful winter essentials drive and thanked everyone who contributed.

Councilor Maguire reported on the Arapahoe County Transportation Forum, which feeds into DRCOG. She stated that none of the Arapahoe County projects that were submitted for consideration for funding had been selected, and the forum is sending a letter requesting reconsideration. Deputy City Manager/Director Goldie clarified these were separate from TAC funding and involved larger projects like Belleview/I-25.

Mayor Pro Tem Hoellen thanked City Attorney Guckenberger for her work, particularly during the executive session discussion.

Councilor Eber also thanked City Attorney Guckenberger for handling the executive session discussion. He reported on the DRCOG Board of Directors meeting, where much of the discussion involved transportation matters. He detailed a presentation about the proposed RTD governance restructuring. He also reported that Winter Bike to Work Day would be held on Friday, February 13th.

Councilor Heller reported the next Centennial Airport Community Noise Roundtable meeting would be the following night, and he had received the 2026 invoice from Centennial for \$0 as they have sufficient budget to operate through 2026.

City Manager, City Staff, City Attorney

Manager Black recognized Public Works Clerk Ginny Joseph for promoting the recreation reimbursement program, which resulted in 380 reimbursements processed for 2025, compared to 249 the previous year.

Deputy City Manager/Director Goldie reported that the first phase of the Quincy Farm pond project along the High Line Canal will be completed in the next couple of weeks, with plantings to be added in the spring and the pond to be filled afterward. Councilor Fisher asked about the signs referencing December and Deputy City Manager/Director Goldie replied he will get them removed.

City Manager Cramer reminded Council of the upcoming retreat on March 3rd. He mentioned giving a tour of City Hall to representatives from Lone Tree who were planning a remodel.

DRAFT

DRAFT

DRAFT

ADJOURNMENT

The meeting adjourned at 8:35 PM.

(SEAL)

Kathleen Brown, Mayor

Laura Gillespie, City Clerk

CITY OF CHERRY HILLS VILLAGE
COLORADO

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ITEM: 8a

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: EMILY BLACK, PARKS PROJECT & OPERATIONS MANAGER
CHRIS CRAMER, CITY MANAGER

SUBJECT: QUINCY FARM VISIONING

DATE: FEBRUARY 17, 2026

ISSUE

Developing a shared Vision for Quincy Farm.

DISCUSSION

Background – Origin of the Visioning Project

While considering the 2025 Quincy Farm Annual Plan in December 2024, City Council requested that a visioning project be included in the 2025 Annual Plan. Per the Memorandum of Understanding between the Cherry Hills Land Preserve (CHLP) and the City, Annual Plans have been developed and approved for Quincy Farm for the last few years. These are stand-alone documents for each year. While considering the 2025 Annual Plan, Council discussed that it would be beneficial to have a broader vision to compare each Annual Plan against, to ensure continuity of purpose over the years. In response to this request, staff and CHLP added the following section to the 2025 Annual Plan:

“Visioning

In 2025, City staff and CHLP will review past visions for the Farm, including previous visions created by the Quincy Farm Visioning Committee, the Quincy Farm Committee, and the Cherry Hills Land Preserve’s Strategic Roadmap. The team will develop a shared vision for the Farm; elements of the shared vision could include discussions on future programming, use of structures and maintenance needs. The vision will be presented to City Council in 2025.”

The 2025 Quincy Farm Annual Plan was approved by City Council on January 21, 2025 with this addition included.

Previous Visioning Exercises

The 2014 Quincy Farm Visioning Committee Report was the most influential document in the development of this updated vision. The Committee saw the potential of Quincy Farm to be transformative for the Cherry Hills Village community. To realize this potential, it was important that:

- Quincy Farm be publicly accessible
- Quincy Farm be the “hub” of the Cherry Hills Village open space program
- Education should be at the center of the vision for Quincy Farm
- Sustainability should be one of the core themes of educational programming
- Open space, natural, recreational, and historical values outlined in the Conservation Easement and embodied at the Quincy Farm site are a major community asset
- Cherry Hills Village commits significant capital and ongoing maintenance costs at Quincy Farm

Visioning in 2025

The Quincy Farm Team (consisting of City staff, Mayor Pro Tem Hoellen as the Council liaison, and Cherry Hills Land Preserve members) completed the following activities related to visioning during spring 2025:

- Review of prior visioning done for Quincy Farm, including the Quincy Farm Visioning Committee Report (**Exhibit B**) and work completed by the Quincy Farm Committee
- Interviews with individual Councilors to hear their visions for the Farm
- Research into other similar Denver Metro Area properties (including Four Mile House, Bluff Lake Nature Center, and Seventeen Mile House)

Staff then presented the findings from the above activities to City Council at the May 20th, 2025 City Council meeting. The minutes from the May 20th meeting are attached as **Exhibit E**. Based on a rewatch of the recording, staff believes Council has general agreement on the following items:

- Council agreed on changes to the Key Principles (**Exhibit A**)
- CHLP programming is allowed on both sides of the property.
- City events are appropriate on both sides of the property.
- There was general agreement that private events would be appropriate on the East side of the property.
- There was consensus that visiting animals are a welcome addition to both sides of the Farm.
- There was consensus on allowing small private events at the Hopkins House.

Decisions that are still outstanding:

- Whether to allow weddings on either the East side or the West side or both
- Whether to allow outdoor private events on the West side (will require accessible restrooms)
- What uses, if any, are desired in the Anderson House, informing what to do with the structure

At the conclusion of the item, staff reviewed the various 2025 priorities for Quincy Farm, including completing various 2025 projects (such as the Big Barn construction) and drafting the 2026 Annual Plan.

Visioning in 2026

Visioning was incorporated into the 2026 Annual Plan to be continued into this year:

“Visioning

In 2025, staff and CHLP reviewed past visions for the Farm, including previous visions created by the Quincy Farm Visioning Committee, the Quincy Farm Committee, and the Cherry Hills Land Preserve’s Strategic Roadmap. The team conducted interviews with each Council member and synthesized the outcomes. The results of these efforts were presented at the May 20, 2025 City Council meeting. City Council provided feedback on the materials presented; the Visioning process was then paused as capital projects and events became priority for staff and CHLP during the summer season. While the East side vision began to come together, there are still many decisions to be made for the West side. Staff and CHLP plan to present the next Visioning exercise to City Council in 2026 to continue this process.”

The Quincy Farm Team has created a strategy to complete the visioning exercise with Council. It takes place over three meetings:

- February 17th, 2026: Roadmap
- April 7th, 2026: Vision Discussion
- May 5th, 2026 (tentative): Vision Vote

At this first meeting, our goals are:

1. To establish elements of the vision that Council has already agreed upon that will not require further consideration
2. To determine the items that still need to be discussed during following meetings
3. To establish a shared understanding of next steps

Following tonight's discussion, at the April 7th meeting, staff will present three to four main vision options to City Council and invite Council's discussion. Staff will provide as much background information and as many cost estimates as reasonably possible for different options for each building. At this meeting, staff will request direction on which of the visions Council prefers, or a combination of two of the presented options. Staff will take this direction and use it to prepare a final vision for Council's review and vote at the following meeting, currently scheduled for May 5th.

BUDGET IMPACT

The long term vision will impact future budgets; the 2027 Annual Plan (once developed) will determine the 2027 budget for Quincy Farm.

RECOMMENDED MOTION

None; Staff is seeking Council's direction on the above strategy for Visioning.

ATTACHMENTS

Exhibit A: Key Principles (as updated by City Council at the May 20, 2025 meeting)

Exhibit B: Quincy Farm Visioning Committee Report 2014

Exhibit C: Conservation Easement

Exhibit D: Quincy Farm – Understanding the National Historic Register listing and Conservation Easement

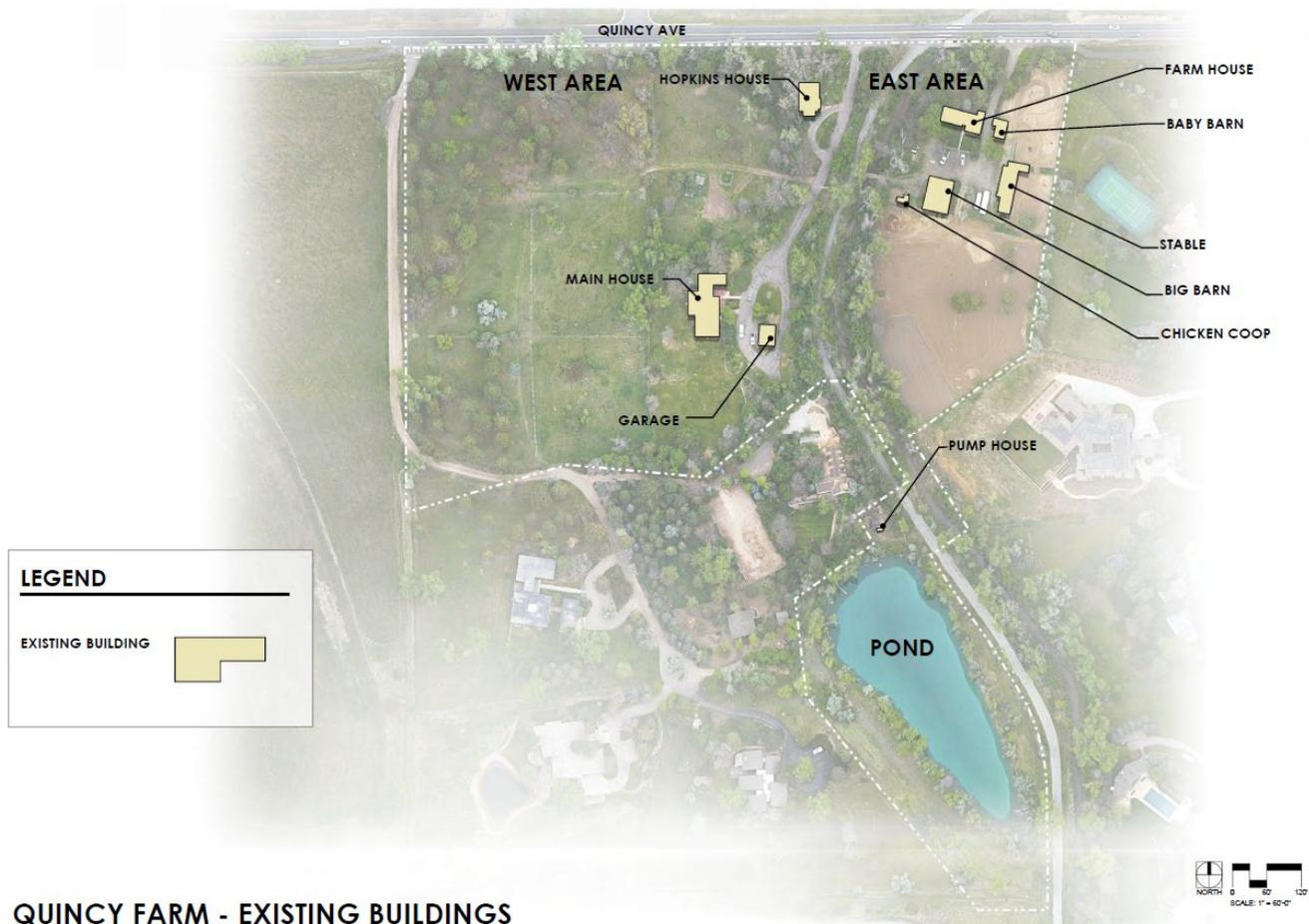
Exhibit E: Excerpted minutes from May 20, 2025 City Council Meeting

Quincy Farm Visioning

Updated following May 20, 2025 City Council meeting

Key Principles

- Education about nature, conservation, sustainability, and local history will be core to the public programming
- Outreach and engagement efforts for Quincy Farm will be primarily targeted to the local community and schools
- All programs, activities, and site improvements will comply with the Conservation Easement
- Private events may be permitted in a way that is consistent with the vision for the property, limit impact to the Farm, and maintain some public access to the site.



QUINCY FARM - EXISTING BUILDINGS

September 2021



QUINCY FARM

Cherry Hills Village



*Report of the Quincy Farm
Visioning Committee
October 2014*

ACKNOWLEDGMENTS

QUINCY FARM VISIONING COMMITTEE

Charlie Maguire – Chair
Jeff Ferrell
 Vice-Chair, Parks, Trails and Recreation Commission
Harriet Crittenden LaMair
 Director of Land Protection, Cherry Hills Land Preserve, Inc.
 High Line Canal Working Group
Debbie Welles
 Cherry Hills Land Preserve, Inc.
Laura Christman
 Chair, Planning and Zoning Commission
Katy Brown
 District 6 Councilmember
Klasina VanderWerf
 District 5 Councilmember
 Secretary, Cherry Hills Land Preserve, Inc.
 High Line Canal Working Group
Jeff Welborn
 Former Mayor
Karen Barsch
 Parks, Trails and Recreation Commission
 Co-President, Cherry Hills Land Preserve, Inc.

CITY OF CHERRY HILLS VILLAGE CITY COUNCIL

Doug Tisdale, Mayor	Alex Brown
Katy Brown	Mark Griffin
Scott Roswell	Russell Stewart
Klasina Vanderwerf	

CITY OF CHERRY HILLS VILLAGE PARKS, TRAILS AND RECREATION COMMITTEE

Karen Barsch	Joshua DiCarlo
Colleen Dougherty	Robert Eber
Jeffrey Ferrell, Vice-Chair	Mike Gallagher
Bill Lucas, Chair	

CITY OF CHERRY HILLS VILLAGE

Ryan Berninzoni Parks, Trails & Recreation Administrator
Pamela Broyles, Public Works and Parks Administrative Assistant
Jay Goldie, Deputy City Manager and Director of Public Works
Karen Proctor, Director of Finance and Administration
Rob Zuccaro, Community Development Director

CONSULTANTS

Mundus Bishop, Planning
JVA Consulting, Programming
Betsy Cheroutes, Funding and Development

Photographs courtesy of Mundus Bishop unless otherwise noted.

OVERVIEW AND GOALS

OVERVIEW

In October 2012, the City Council of Cherry Hills Village (CHV) and the Parks, Trails and Recreation Committee (PTRC) created the Quincy Farm Visioning Committee (Committee). This Committee was charged with the task of identifying and evaluating the possible opportunities presented to the City through the gift of Quincy Farm. The City Council recognized the importance of undertaking a strategic analysis of the property prior to having responsibility for, and assuming control of, the Property. This report presents the Committee's findings and recommendations based on its evaluation and analysis of Quincy Farm.

GOAL OF THE VISIONING COMMITTEE

The Committee developed the following goals to guide its analysis of Quincy Farm, and to fulfill the requirements of the City Council Resolution that created the Committee.

- Gather data regarding Quincy Farm's current physical condition, including houses, barns, outbuildings, Pond, canal, vegetation and wildlife.
- Analyze the Property's legal rights, benefits, and constraints.
- Develop a vision for Quincy Farm that addresses current and future uses and programs, to maximize the Property's inherent opportunities.
- Identify maintenance issues for the Property.
- Evaluate other financial opportunities, including potential partners for programming, shared use and revenue.
- Review comparable properties and programs and their integration into local park systems.
- Make recommendations based upon the Committee's findings and conclusions.



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APPENDICES

- A. Conservation Easement with Exhibits
- B. NRHP Registration Form
- C. CHV Maintenance Report
- D. Matrix of Examples of Similar Places
- E. Funding and Revenue
 - Presentation Notes, Betsy Cheroutes
 - JVA Funding Research and Partner Scan Summary Report
 - State Historical Fund, History Colorado Grants

REFERENCE DOCUMENTS (Available from CHV upon request.)

- Baseline Report
- Updated Baseline Report
- Tree Report
- Pond Assessment Report
- Tenant Leases
- Warranty
- Quit Claim Deed
- Encroachment Agreement Easement
- High Line Canal Deed with Denver Water Board

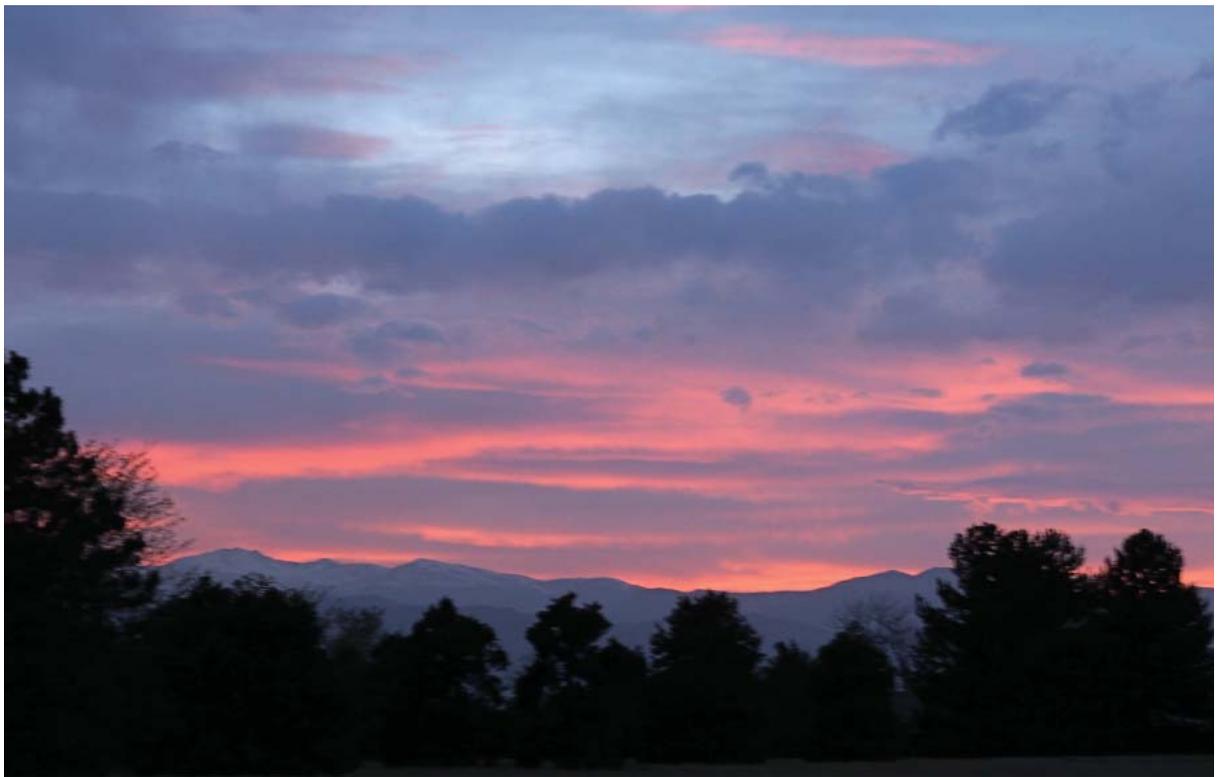


Photo: Kyle Ferrell

EXECUTIVE SUMMARY

Quincy Farm is an extraordinary historical and agricultural property located in the heart of Cherry Hills Village. The National Register of Historic Places lists it as “a rare agricultural complex that has all but disappeared from urban Arapahoe County.” Its 17.55 acres can provide an example of early farm life in Arapahoe County while enriching the community by providing new and vital recreational and educational opportunities. Quincy Farm also presents the Village and its citizens with enormous responsibilities. Our community will gain back from Quincy Farm the kind and degree of value that we are willing to invest in it.

In 2007, Quincy Farm was preserved as a public open space when Catherine (“Cat”) H. Anderson placed a Conservation Easement on the Property and donated it to Cherry Hills Village subject to a Life Estate. CHV accepted this generous gift for the benefit of the community, thereby preserving the Property for future generations as a premier park and public space.

Quincy Farm is significant for its open space and conservation values. The Conservation Easement itself recognizes the Property’s natural open spaces and passive recreational value. A variety of features contribute to this value: historic houses, barns and other farm buildings, pastures,

mature trees, gardens, a breath-taking view of the Front Range. A man-made Pond and natural areas provide important wildlife habitat in what has become an increasingly urban area. The High Line Canal bisects the Property, further contributing to both its temporal significance and the conservation value.

Residents of Cherry Hills Village and visitors from the broader community will be the beneficiaries of this unique gift. The Committee recommends that education be at the forefront of Quincy Farm’s mission with the intent of engaging people of all ages and with diverse interests. Future visitors to Quincy Farm can experience farm life in a traditional rural setting where they will see birds and other wildlife, explore pastures and natural areas, interact with farm animals, and learn about the area’s history and the environment. This important community space will support a variety of activities that are in keeping with the Property’s unique natural and historical character. Daily use can include scheduled events, programs, and community and private gatherings, as well as informal self-guided tours, casual walks, and unstructured play.

The property and buildings lend themselves to a variety of uses, consistent with the Conservation Easement and unique

to CHV. The Hopkins House, visible from Quincy Avenue, is the oldest, most intact farmhouse within the Village. The house can be modified to become a welcome or nature center, museum or educational facility, and could serve as the focal point for CHV's park system. The two-story Main Residence with its spectacular view of the mountains can be renovated for indoor and outdoor gatherings, social events, or classes. Restrooms, offices, a catering kitchen or office space could fill the garage. Fields and pasture west of the house will be preserved as open space with limited pedestrian access.

The distinctive barn, outbuildings, pens and fields on the east side of the Property can host farm-related activities, such as boarding horses and farm animals, raising livestock, 4-H curriculum, pony club, composting, and other outdoor gatherings and programs. Quincy Farm's proximity to the High Line Canal will enhance its connection to the broader CHV community and its value as a community wildlife habitat.

When Cherry Hills Village acquires possession of Quincy Farm, it will also assume financial responsibility for the care, management, and improvement of the Property. The financial obligation of CHV with respect to Quincy Farm will undoubtedly be significant and ongoing.

The City will need to give careful and judicious thought to the combination of funds/revenue sources it pursues and the resources required to garner this funding. Public funds such as Arapahoe County Open Space Fund and state and federal agencies that offer grant funding may be available to augment the funding necessary to maintain and enhance the Property. Quincy Farm will also be well positioned to qualify for public funds and private contributions to support its mission. Private contributions and foundation grants might be another source for operations, programs, and improvement monies. Access or "user" fees could provide yet another means for financing programs.

In any case, near and long term strategic planning are needed if Cherry Hills Village is to be properly prepared to take full advantage of Quincy Farm. That planning, which should include a process to determine and create the appropriate zoning for the Property, should begin immediately. Within just one year after CHV obtains control of the Property, CHV must have a management plan completed and must have it approved by Colorado Open Lands, which holds the Conservation Easement. In addition, more specific, immediate planning is needed to analyze the potential programs identified for the Property in this report: to identify and

evaluate access, parking, and similar issues; to identify near-term and long-term funding needs; and to explore potential operational and funding partners. The planning process must also include studies concerning the condition and code compliance of buildings and structures and must evaluate utility requirements for the Property.

The gift that Cat has made to the Village has the potential to be transformative. It will not only preserve this Property for future generations, but will also provide a new public space that will contribute to the Village's quality of life and help the Village optimize its entire park and trail system. It is only through additional careful and immediate planning that this transformation can take place.

natural



agricultural

historical



HERITAGE

VISION

Quincy Farm's setting and natural features create unique opportunities to enrich the community through activities and programs that embrace the Property's semi-rural setting and to further CHV's master plan to create a rural community within an urban environment. The special character of Quincy Farm creates the perfect setting for experiential education about nature, sustainability, agriculture and the environment.

1. *Mission Statement*

The Committee developed a Mission Statement for Quincy Farm to focus the effort, assist in developing community programs, and aid in pursuing partnerships and grants:

The mission of Quincy Farm is to preserve Colorado's heritage with responsible stewardship of a century-old farm through sustainable management, habitat conservation and farm activities.

Quincy Farm emphasizes youth education, community programming, sustainable environmental practices and cultural opportunities in a rural historic setting.

2. *Users, Experiences and Programs*

Quincy Farm will be a publicly accessible community space with varied activities in keeping with the Property's unique natural and historical character. Visitors to Quincy Farm will experience farm life through a historic rural setting, including viewing birds and other wildlife, and farm animals and learning about Colorado's rural history and the environment.

As a public space, Quincy Farm will serve the general public and will provide a rural respite for users of all walks of life; however, the committee envisioned particular focus on children and the CHV community through targeted programming.

Quincy Farm will provide an experiential learning environment with programs designed to expose the public to rural farm life. In addition to passive enjoyment of the Property, the Committee believes CHV should offer active, organized programs such as school field trips, summer camps, and 4-H activities targeted at children, or community gardens, painting classes, or guided nature walks targeted at adults.

Imagine a kid-led farmer's market selling the crops raised as part of a summer gardening program, or composting classes taught in conjunction with a community composting facility. Think of hayrides,



COMMUNITY



EDUCATION
camp
classes
workshops



DEMONSTRATIONS
lecture series

**informal
nature**

PLAY



learn

discover

country fairs, or just simple outdoor fun – the way it used to be long before CHV was even a city. The Committee views Quincy Farm as a way to preserve these experiences for future generations before they are extinct from our urban setting. Through such experiences and programs, Quincy Farm can be a large contributor to the City’s Master Plan by preserving and fostering the rural character that is the essence of our communal identity.

Quincy Farm can further contribute to the CHV’s goals by serving as the hub for the City’s entire park and trail system. As described in the Land Use section below, Quincy Farm is ideally positioned to be the hub for programs and activities that extend to all of the City’s parks and trails. Imagine a ranger station where visitors can learn about bird watching spots throughout the city, or a painting class that meets at Quincy Farm but ventures to a different park each week. Picture organized trail rides (horses or bikes), or a walking club that explores different parts of the city each time. Quincy Farm provides an ideal location, opportunity and impetus to create valuable programs that will serve not only Quincy Farm and its visitors, but also the entire City and community at large.

The Committee’s vision is clear that Quincy Farm is not just a piece of scenery to be viewed in passing--active experiences and programs are a critical element of the vision. As CHV does not currently have experience

offering structured programming, the Committee feels the City should explore partnerships with other organizations, such as museums, botanical gardens, universities and historical societies, who may have more experience in this area to develop and operate these programs. These programs will require additional funds and staff, but may also represent revenue opportunities.



CHALLENGES AND RECOMMENDATIONS

1. Asset Governance Challenge

The challenge of creating a consistent, efficient and effective institutional governing framework for Quincy Farm.

- The creation of such a framework must occur in the context of the day-to-day (routine) demands of city government management.
- The City Council must be part of that governing framework, but it is likely not the best organization to undertake day-to-day governance of Quincy Farm. The Council is an elected, volunteer governing body that already has a full agenda and that has the potential to change in composition every four years.
- The documents conveying Quincy Farm to CHV will play a significant role in governing Quincy Farm through the imposition of strict, enforceable restrictions on land and structure use.
- Multiple stakeholder constituencies exist each of which has individual expectations for Quincy Farm, its use and future. The creation of the governing framework must occur in the context of the demands of these potentially conflicting stakeholder groups. These

constituencies include CHV citizens, CHV boards and commissions especially PTRC, Quincy Farm neighbors, Kent Denver School, Quincy Farm tenants, Colorado Open Lands, historic preservation groups, land use groups, water conservation groups, High Line Canal Working Group, the Denver Water Department and other potentially adverse water users, wildlife protection organizations, and vegetation husbandry groups. Undoubtedly, there are others.

- The interests of each of these constituent groups must be identified, planned for and effectively managed by the organization that CHV charges with the responsibility of governing the property.

Recommendation: Create a governance committee of not more than 7 individuals (that is not under a standing committee of Council) with extended terms of office (e.g. 6 years) utilizing individuals with knowledge and experience dealing with Quincy Farm, and the Conservation Easement.

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.

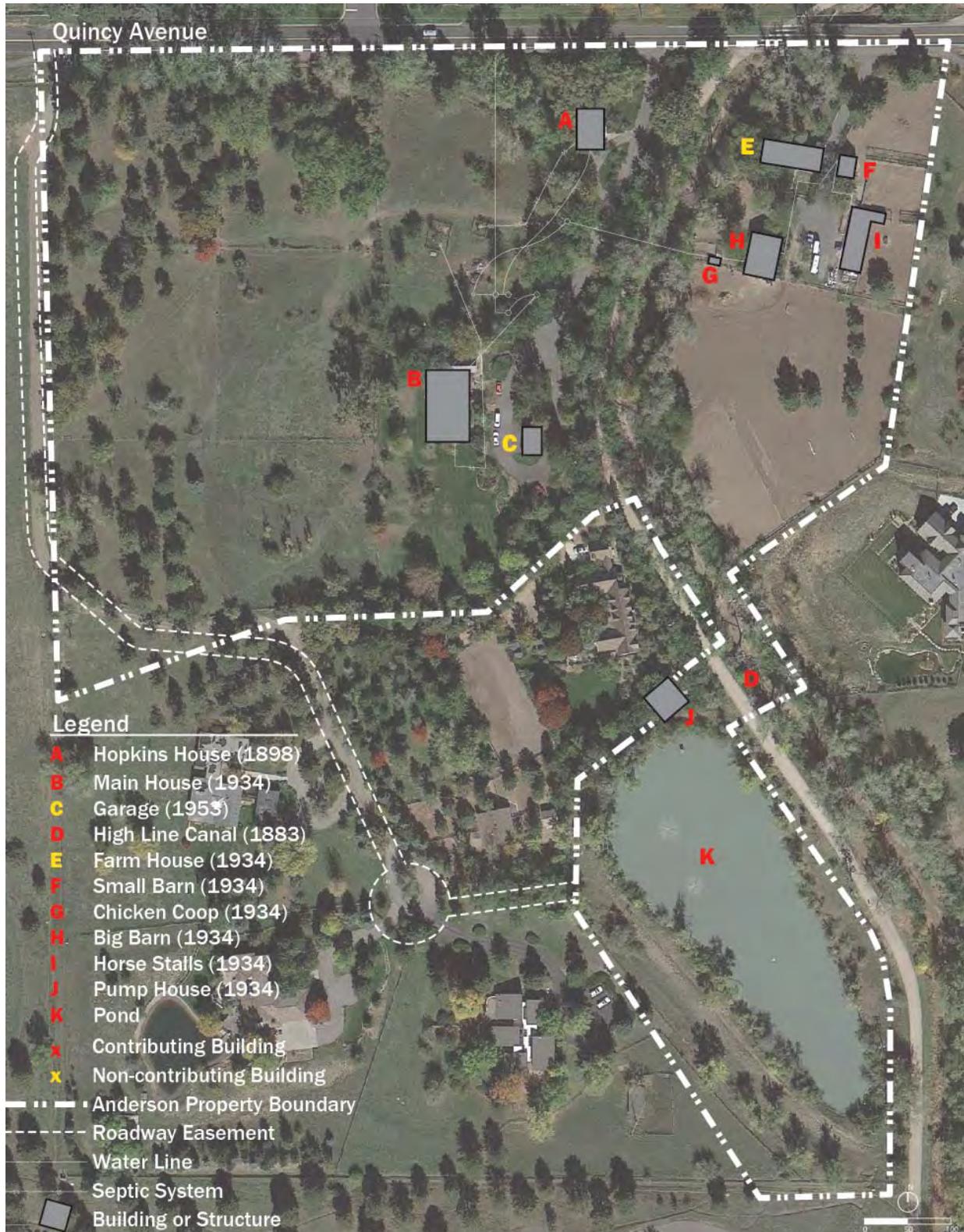
- To enhance potential for outside funding partners, CHV must create a broad vision, and plan for the Property that is appealing to funding communities in, and outside the Village.

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.



CURRENT CONDITIONS

1. Overview

Quincy Farm is a traditional agricultural parcel in a suburban setting. The Property consists of three (3) houses, three (3) barns and outbuildings surrounded by open pastures, an irrigation Pond, and a diversity of native and non-native trees and shrubs. In conjunction with the Conservation Easement, the Baseline Report documented in significant detail the conditions of Quincy Farm existing as of 2007. Quincy Farm (then known as “Hopkins Farm”) was listed in the National Register of Historic Places in April 2007. This designation includes both the Property and the buildings.

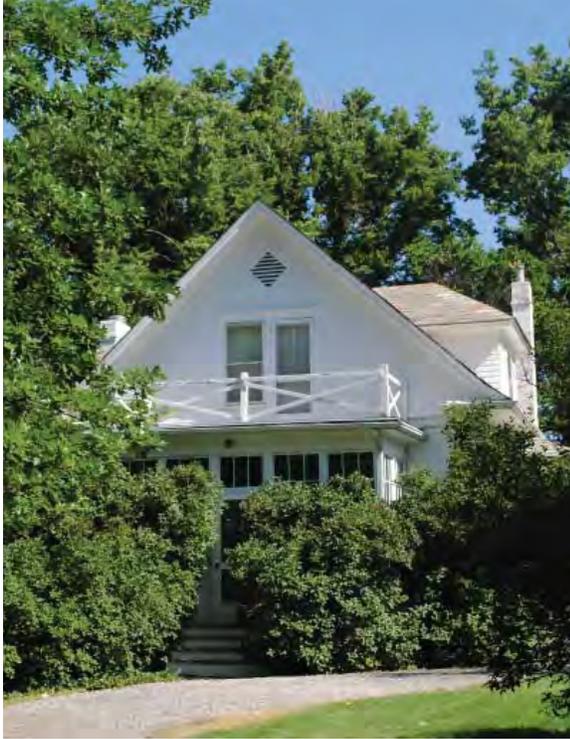
Quincy Farm is a significant natural area. The Property’s mature trees, riparian zones, wetlands, and Pond create an urban wildlife habitat, providing food, shelter, breeding grounds, and migration corridors. The Property has very limited vehicular access and parking. The High Line Canal passes through Quincy Farm, and provides a popular bicycle, equestrian and pedestrian route that connects the Property with CHV, its park system, and metropolitan Denver’s regional trail system. The trail is used by hundreds of people daily for walking, jogging, hiking, bicycling, and horseback riding.

2. Houses

The Main Residence, built in 1934 for Myron K. Blackmer, now the Anderson House, is a two-story Colonial Revival home of approximately 3,600 square feet. It was remodeled and expanded in the 1960s, and is currently the residence of Cat Anderson. The setting includes an expansive lawn and garden with views west to the Rocky Mountains. The Main Residence also has a detached garage of approximately 700 square feet.

The Hopkins House, a High-Style Classic Cottage, is a highly visible landmark from Quincy Avenue. The circa 1898 house, built by James C. and Grace M. Hopkins, is the oldest most intact farm house remaining in CHV. Tenant 2 resides in this house.

The East Area of the Property is the barnyard. The barnyard area includes the Farm House, the Big Barn, Horse Barn, Small Barn, and the Chicken Coop. In addition, there is a fenced paddock area. The Farm House is a single-family residence of approximately 1,182 square feet. Currently, Tenant 1 resides in the Farm House, and acts as caretaker of the entire Property. The Big Barn is approximately 1,495 square feet. The Small Barn is approximately 465 square feet. The outbuildings include the Horse Barn, approximately 1,207 square feet of horse stalls, and the Chicken Coop of



Hopkins House



west



Main House

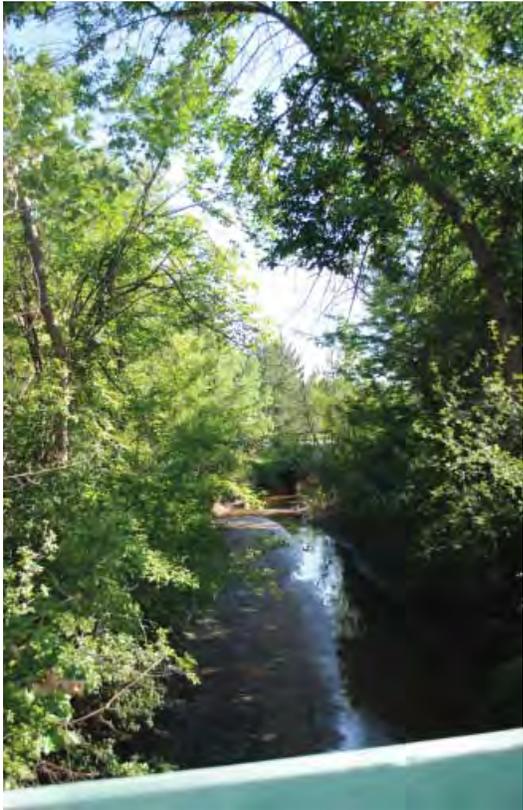


Photo: Lori Auttonson



east

Barns and Farm house on east side of the canal



High Line Canal and Trail

pond

**NATURAL
HABITAT**



approximately 73 square feet. The Property also includes a Bridge across the High Line Canal, connecting the East Area to the West Area of the Property.

3. *Vegetation & Wildlife*

Quincy Farm has a unique diversity of tree species including apple, plum, and apricot trees. Where the High Line Canal traverses Quincy Farm, there is a dense canopy of trees with understory shrubs creating a shaded oasis for wildlife habitat, and is unique from other stretches of the High Line Canal. Unique among landowners along the High Line Canal, the owner of Quincy Farm is entitled to manage the foliage along the canal and trail. The Conservation Easement requires that the banks of the canal be managed to encourage wildlife habitat.

4. *The Pond*

The Pond abutting the High Line Canal is man-made, and used for irrigation. It has become a valuable aesthetic asset, and wildlife preserve in CHV. The Pond provides food, shelter and breeding grounds for amphibians, reptiles, small mammals, and many birds including waterfowl, shorebirds, hawks and neo-tropical migrants. The Pond is also home to minnows, and possibly largemouth bass and grass carp.

Over the years, the Pond has filled with silt and decaying organic matter, and the water has become salinized. These conditions have adversely impacted the quality of the water, and the wildlife habitat.

The slopes of the Pond embankment are in good condition with the exception of minor erosion caused by pedestrian traffic on the embankment.

The Pond continues to serve as the Property's irrigation system. A head gate connects the Pond to the High Line Canal. A system of lateral ditches and diversion structures from the original 1934 irrigation pond and pump house remain. Public access to the Pond is very limited. The public is not allowed around the perimeter of the Pond due to the structural fragility of the Pond's banks. Signage limiting access to a few benches, and a viewing area is prominently displayed along the High Line Canal. No dogs, fishing or other public uses of the Pond are permitted. Water conservation has been an underlying goal of all planning, evaluation, and use of the Pond.

5. *Utilities*

Overhead electrical lines provide electricity to the Property. Potable water to the Property is available from a water main on East Quincy Avenue directly to each house. Also, water is available from two existing wells, one of which is currently in use for irrigation and the other is abandoned. The Property's access to sanitary sewer consists of a connection from the Farm House to the municipal sanitary sewer main. A septic system and leach fields service the Main Residence and Hopkins House.



LEGAL RIGHTS, BENEFITS AND CONSTRAINTS

1. *Life Estate*

In 2007, Cat conveyed Quincy Farm to CHV, and retained a Life Estate. The Life Estate places all responsibility, rights and obligations with respect to Quincy Farm in Cat. Although CHV owns the Property, it has no rights or obligations with respect to the Property during Cat's lifetime. Cat continues not only to maintain the structures, but also to live on and enjoy the Property, as she did prior to the conveyance to CHV, subject to compliance with the Conservation Easement outlined below. Although Cat has permitted persons employed by CHV and/or members of the Committee access to the Property, she has no obligation to do so, and may maintain her privacy as she desires.

2. *Conservation Easement*

When Cat conveyed Quincy Farm to CHV, she also authored and recorded the Conservation Easement governing the use and maintenance of Quincy Farm in perpetuity. Conservation easements are voluntary agreements that allow a landowner to limit the type or amount of development and uses allowed on their property in the future. Cat's easement complies with her desires for the Property while complying with state and federal tax requirements in order to permit the owner to receive tax

credits that are available in conjunction with the granting of conservation easements. These tax credits are available because conservation easements can significantly reduce the value of the land due to the limitations on future development. It is important to understand that all use, maintenance, and preservation of Quincy Farm must be viewed, and vetted through the "prism" of the Conservation Easement. Colorado Open Lands, a Colorado non-profit corporation, is the legal entity with the right and obligation to enforce the terms of the Conservation Easement. In the case of Quincy Farm, the stated purpose of the Conservation Easement is to preserve and protect in perpetuity the "Conservation Values" of the Property. The Conservation Easement identifies the Conservation Values applicable to the Property as Natural Habitat, Open Space, Recreation or Education, and Historic. Upon the conclusion of the Life Estate, CHV must ensure that all uses and maintenance are done in accordance with preserving and protecting the Conservation Values, which are:

- "Natural Habitat" describes the wetlands, riparian areas, Pond and natural areas of the Property including the mature trees and wildlife habitat. It specifically calls out the vegetation

alongside the Canal Area and the Pond as providing food, shelter, breeding ground and migration corridors for several wildlife species. Of special note is the provision which states that the Property is significant because "... it represents wildlife habitat in an urban area, and is the first verified and documented breeding site in Colorado for the Hooded Merganser."

- "Open Space" describes the scenic character of the Property, including the vistas of the Rocky Mountains and the fact that the public may enjoy and benefit from the rural atmosphere together with the natural vegetation and wildlife habitat without interfering with the "essential scenic quality of the land."
- "Recreation or Education" describes public access through and along the Canal Area as providing a natural recreation corridor for public use, particularly for observing significant natural areas, wetlands and the Pond, which are adjacent to the High Line Canal.
- "Historic" describes the listing of the land and improvements on the National Register of Historic Places.

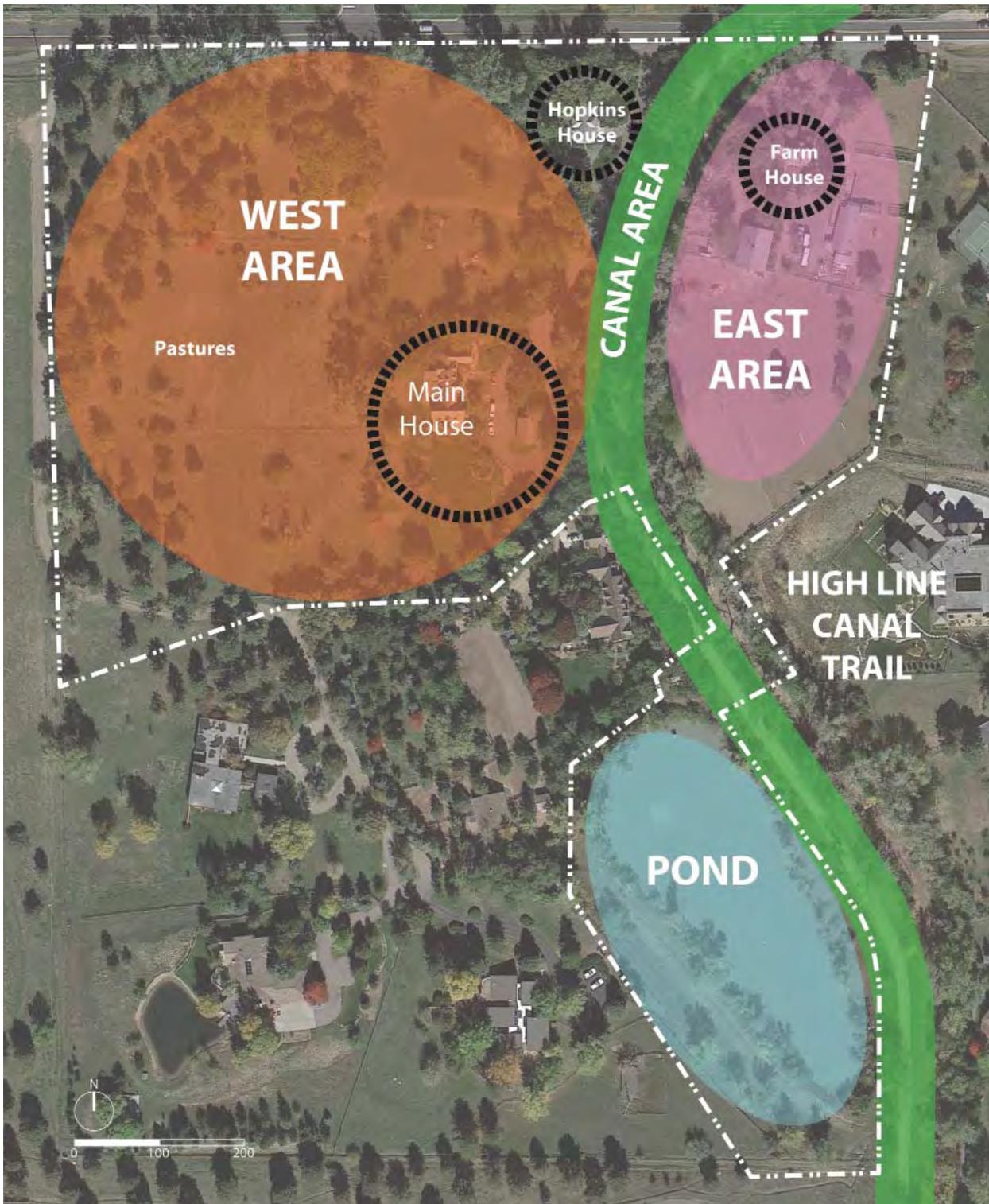
The Conservation Easement makes clear that the intent of the easement is solely for protection of the Conservation Values, and further states that all other uses that are not inconsistent with the preservation and protection of the conservation values are **not** prohibited.

Consistent with the Conservation Values, and exclusive of existing permitted residential uses, the use of the Property is restricted to Preservation Uses, Recreation Uses, Agricultural Uses, and Habitat Improvements.

- "Preservation Uses" permit private and public use including classes, education and public or private gatherings to the extent such uses "instill an appreciation and respect for the natural and human history of the vicinity," and further provided that the Property remain in its substantially open condition with trees, grassed areas, gardens and the Pond.
- "Recreation Uses" permit low impact uses such as bird watching, hiking, horseback riding and cross-country skiing, but specifically excludes bicycling except as permitted in the Canal Area.

- “**Agricultural Uses**” permit agricultural uses that preserve soil productivity, maintain natural stream channels, prevent soil erosion, minimize invasive species, and avoid unsustainable livestock grazing practices.
- “**Habitat Improvements**” permit activities and maintenance that improve the habitat consistent with the Conservation Values and with the consent of Colorado Open Lands. Natural and organic weed control is to be utilized throughout the Property where reasonably possible.





The Conservation Easement divides Quincy Farms into the West Area, the East Area, and the Canal Area with rights and restrictions as follows, all of which are subject to compliance with the Conservation Values in their use and implementation.

- “**West Area**” must be managed consistent with and used primarily as a natural area with limited public access. Subject to the foregoing restriction it may be used for Agricultural and Preservation Uses. The Main Residence may be renovated in a style consistent with the existing building and specific consent is given to its use as a nature center or interpretive center upon expiration of the Life Estate; however additions to the Main Residence require the consent of Colorado Open Lands. No new roads or impermeable surfaces are permitted. The Hopkins House must be kept and maintained in accordance with federal guidelines governing historic structures. It may be used as a caretaker’s residence or for Preservation Uses. Fences are to be maintained, but no new white fencing is permitted. The Pond may be drained if it becomes “too expensive,” but this would not relieve CHV of the obligation to maintain the habitat and vegetation in the West Area consistent with the Conservation Values, which may require expensive mitigation measures, if the Pond were drained.

- “**East Area**” must be managed consistent with and used primarily for Preservation, Recreational and Agricultural Uses. Greater latitude is granted with respect to repair, replacement, or removal of improvements provided the Conservation Values are complied with in each instance. In no event may the Big Barn be demolished unless casualty necessitates it and the aggregate of all structures on the East Area may not exceed 4,500 square feet. An indoor horse arena is prohibited, and no new driveways or impermeable surfaces may be created without Colorado Open Lands’ approval, other than the moving of the existing driveway. Existing fences are to be maintained. New fencing to be constructed of natural materials as specified in the Conservation Easement.
- “**Canal Area**” must be managed consistent with the existing easements along the High Line Canal. The maintenance and repair of the Bridge does not require consent of Colorado Open Lands. The Canal Area may be used for Preservation, Recreational and Agricultural Uses. Please note that tree thinning is permitted to maintain the character of the East and West Areas, but it is prohibited within the Canal Area except with respect to compliance with the Denver Water Board Easement.

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 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

crucial to the long-term use of the Property, and will become more valuable and subject to greater contention as time passes.

Land Use

The historic buildings on the Property offer wonderfully authentic settings in which to deliver the aforementioned programs and experiences. For example, the historic Hopkins House is ideally positioned to serve as a welcome center not only for Quincy Farm, but also for the entire CHV park and trail system. Envisioned uses for this building include housing a park “ranger” to distribute information and administer programs, interpretive displays, and history or nature exhibits. This building could serve as the entry point for any restricted access areas, the collection point for use fees if applicable, and as the meeting point for organized programs.

The sprawling two-story Main Residence, with its surrounding lawns and gardens, presents an opportunity to create indoor and outdoor meeting and event spaces. As the largest building on Quincy Farm, it is a natural fit for indoor gatherings. Kitchen facilities, restrooms, and well-proportioned interior rooms, some with large bay windows and outdoor terraces, make the Main Residence the ideal location for classrooms, community rooms or function rooms. The Committee envisions classes, community meetings, corporate retreats or social events being held in these indoor

and outdoor spaces. These activities could generate income, but would be subject to the restrictions set forth in the Conservation Easement, and zoning ordinance as well as parking and access limitations surrounding the Main Residence.

Because the detached garage is not a contributing feature to the historic designation, it can be modified or eliminated without effecting this designation. Possible uses discussed by the Committee include public restrooms for users of both Quincy Farm, and the Highline Canal, offices, storage, catering kitchen or studio.

The fields and pastures west of the Main Residence would be preserved as open space with crops or native grasses in accordance with the Conservation Easement. Certain fields could provide limited pedestrian use along narrow pathways. Such paths could traverse the open fields providing visitors with spectacular mountain views.

The Committee envisions the East Area, with its distinctive barns, outbuildings, pens and fields, would be preserved for agricultural use with opportunities for farm-related activities, gatherings, and programs. While the Committee did not prefer living history depictions, ideally, authentic activities related to an operating farm, such as boarding horses, raising farm animals, and composting would continue. These existing activities could be augmented with organized farming-related programs such

as 4-H activities, school field trips, summer camps, and classes.

The Pond is a defining characteristic of the property, and is part of the historic designation. Additionally, the Pond provides important habitat for many species. Because the Committee feels the historic designation contributes to the value of the property, and because habitat preservation is one of the Conservation Values specified in the Conservation Easement, the Committee believes the Pond should remain even though the Conservation Easement allows it to be modified or removed. Given the Pond Assessment Report (available upon request), the Committee is aware that the Pond needs significant work, and represents a large expense. The Committee also considered the related water conservation concerns, and the inefficiencies of pond-based irrigation systems. Due to the fragility of both the century-old dam embankment and the wildlife habitat, access to the Pond is envisioned to be restricted much as it currently is.





MAINTENANCE AND BUDGET

CHV has no current right of access to the Property for any purpose, including the type of access necessary for the testing and investigation of the buildings, which would be required to get an accurate estimate of annual maintenance costs as well as near term and long term capital expenditures. In 2012 and 2013, Cat permitted CHV staff limited access to the Property for purposes of conducting a visual assessment of the Property, including a third party Tree Report, and an Updated Baseline Report on the civil infrastructure conditions on Quincy Farm. CHV staff prepared, based upon their own review and the third-party reports, a maintenance report that could lay the foundation for some of the anticipated maintenance obligations applicable to Quincy Farm. This report, together with projected costs, is attached hereto as Appendix C. It is important to note that the third party reports and the CHV report were prepared without benefit of the requirements of the Conservation Easement, and the long-term vision of the Committee for the use of the Property.

It is premature to establish a budget for maintenance or capital expenditures prior to (a) the expiration of the Life Estate (which may continue for several years), and (b) the completion of the Quincy Farm Master Plan. Records provided by the Anderson family do

not provide sufficient information to project the City's required expenditures. Further conversations with the Anderson family would be necessary in order to project what costs CHV may reasonably expect.



FUNDING AND REVENUE

By accepting the gift of Quincy Farm, CHV accepted the financial responsibility associated with its preservation, maintenance, and management. CHV acknowledges that city monies, and other public funds would be needed to properly preserve, and maintain the Property, the amount of which is unknown at present. Furthermore, implementation of the vision set forth herein would likely require an additional, significant financial commitment.

Quincy Farm would be eligible for CHV funds, as are all CHV and public infrastructure projects. Allocation and availability of funds for Quincy Farm would be in accordance with the city budgeting process, and in competition with other city projects. In addition, Quincy Farm could be eligible for revenue from county, state, and federal funding sources that offer competitive grants to local agencies, including Great Outdoors Colorado and the State Historical Fund. As a significant historical and natural site, Quincy Farm would be well positioned for public funds to be augmented by private funding. Public-private partnerships could assist in attracting funding from private foundations, including through existing 501(c)(3) partners. Alternatively, CHV could encourage the establishment of a nonprofit corporation

for the purpose of funding and managing Quincy Farm. Other potential sources of funding include local environmental foundations, family foundations, or national foundations with an interest in Colorado, as well as individual and corporate donations or sponsorships.

Another option for funding the Committee's vision for Quincy Farm is to establish partnerships or sponsorships to fund, promote or offer programming at the Property. Potential partners include educational institutions, museums, farming organizations, cooperative associations, and other nonprofit corporations (see Appendix E). Additional income could be generated from a voluntary membership structure or through "user" fees such as admission fees, program fees or rental fees. Refer Appendix E.



Photo: Lori Auttersen

GLOSSARY

“**Baseline Report**” refers to the Catherine H. Anderson Property Conservation Easement Baseline Report, which was prepared concurrently with the Conservation Easement, that establishes the existing conditions on the Property as of September 2007.

“**Big Barn**” refers to a 1,495 square foot barn located in the East Area of Quincy Farm.

“**Bridge**” refers to a bridge in the Canal Area of Quincy Farm connecting the East Area to the West Area of the Property.

“**Canal Area**” means the area of Quincy Farm, which includes the High Line Canal.

“**Chicken Coop**” refers to a 73 square foot chicken coop located in the East Area of Quincy Farm.

“**CHV**” means The City of Cherry Hills Village.

“**Colorado Open Lands**” a non-profit corporation, is the legal entity with the right and obligation to enforce the terms of the Conservation Easement.

“**Committee**” means the Quincy Farm Visioning Committee.

“**Conservation Easement**” means the Deed of Conservation Easement, recorded December 18, 2007 with the County Clerk & Recorder for Arapahoe County, State of Colorado, at reception No. B7157828.

“**Deed**” refers to the Special Warranty Deed (with reservation of Life Estate), which conveyed the Property to CHV, recorded December 18, 2007 with the County Clerk & Recorder for Arapahoe County, State of Colorado, at reception No. B7157829.

“**East Area House**” refers to the Farm House in this document, a single-family residence of approximately 1,182 square feet in the East Area of Quincy Farm. Currently, Tenant 1 resides in this house.

“**East Area**” means the area of Quincy Farm, which lies east of the High Line Canal.

“**High Line Canal**” means the High Line Canal Trail, a 66-mile irrigation canal and trail that runs east-northeast through Douglas, Arapahoe and Denver counties. CHV is one of seven agencies with recreation agreements that are responsible for maintaining the trail.

“**Hopkins House**” refers to a single-family residence of approximately 1,400 square feet in the West Area of Quincy Farm. Currently, Tenant 2 resides in this house.

“**Horse Barn**” refers to a 1,207 square foot barn located in the East Area of Quincy Farm, currently used primarily for stabling horses.

“**Life Estate**” refers to the retention by Cat Anderson of the full range of legal rights, responsibilities, and obligations to Quincy Farm during her lifetime.

“**Main Residence**” refers to a single-family residence of approximately 3,600 square feet in the West Area of Quincy Farm. Currently, Cat Anderson resides in this house.

“**Management Plan**” refers to the plan governing management and operation of Quincy Farm consistent with the Conservation Easement to be prepared by CHV within one (1) year after termination of the Life Estate.

“**Pond**” refers to the man made pond located in the West Area of Quincy Farm.

“**Quincy Farm**” or “**Property**” refers to the property located at 4400 East Quincy Ave., Englewood, CO 80113, which consists of approximately 17.555 acres of land [confirm size of property], together with existing improvements, water and mineral rights.

“**Quincy Farm Master Plan**” refers to the suggested master plan for the Property described in greater detail in the “Vision” section below.

“**Small Barn**” refers to a 465 square foot wood frame barn located in the East Area of Quincy Farm.

“**Tree Report**” refers to the Tree Inventory: Summary Report and 5-Year Management Plan of Quincy Farm, which provides an assessment of the current tree population and maintenance needs as of October 2012.

“**Updated Baseline Report**” refers to the Quincy Farm Baseline Update Report, December 2012, which updates the Baseline Report by providing a summary of existing civil infrastructure conditions, operations and maintenance on the Property as of December 2012.

“**West Area**” means the area of Quincy Farm, which lies west of the High Line Canal.

AFTER RECORDING RETURN TO:
MS. MELINDA BECK
FAEGRE & BENSON
1700 LINCOLN STREET
3200 WELLS FARGO CENTER
DENVER, CO 80203

141

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B7157828
Receipt #: 5373155
Pages Recorded: 28
Recording Fee: \$141.00
Date Recorded: 12/18/2007 12:39:42 PM

3

DEED OF CONSERVATION EASEMENT
[CATHERINE H. ANDERSON PROPERTY]

Any time the Property is transferred by Grantor to any third party, Grantor shall pay a transfer fee of ¼ of 1% of the sale price to Grantee and notify Grantee pursuant to the requirements of Section 10 of this Deed.

1-28

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted on this 14th day of December, 2007, by CATHERINE H. ANDERSON, whose address is 4400 East Quincy Ave., Englewood, CO 80113 ("Grantor"), to COLORADO OPEN LANDS, a Colorado non-profit corporation ("Grantee"), whose address is Suite 320, 274 Union Boulevard, Lakewood, Colorado 80228, collectively the "Parties".

RECITALS:

A. **Description of Property.** Grantor is the owner of the fee simple interest in the subject Property legally described in Exhibit A and depicted in Exhibit B, both attached hereto and made a part of this Deed, which consists of approximately 17.555 acres of land, together with existing improvements (as further described in Section 4(A)), water and mineral rights, located in Arapahoe County, State of Colorado (the "Property").

B. **Qualified Organization.** Grantee is a "qualified organization," as defined in §170(h) of the Internal Revenue Code and a charitable organization as required under §§38-30.5-104(2), Colorado Revised Statutes (C.R.S.).

C. **Conservation Purposes.** The Conservation Purposes set forth in this section may hereinafter be collectively referred to as the "Conservation Values." According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Values of a qualified conservation contribution may be for one or more of the following: to preserve land for outdoor recreation by or education of the general public; to protect relatively natural habitat of fish, wildlife or plants; to preserve open space; and to preserve historically important land or structures.

Recreation or Education [§ 1.170A-14(d)(2)]. The Highline Canal, with its public trail, traverses the Property. The Highline Canal, which was built between 1879 and 1883, extends for more than 66 miles from Waterton Canyon on the South Platte River, through Arapahoe, Denver and Adams Counties. Starting in 1970 the maintenance road along the Canal was opened to public use. A portion of the trail passes through this Property and is utilized by hundreds of people every week for walking, jogging, hiking, bicycle riding, and horseback riding and is available for the substantial and regular use of the public. Significant natural areas, wetland areas and a pond exist on the Property adjacent to the trail, providing a natural area recreation corridor for public use. Public use of the Highline Canal (the "Canal Area") is permitted subject to rules and regulations established by the City and County of Denver, Colorado, acting by and through its Board of Water Commissioners ("Denver Water"), or its licensees, as described in the Easement Agreement recorded on October 20, 1993 in Book



ABD
70154961

7198 at Page 466, in the records of the Arapahoe County, Colorado Clerk and Recorder (the "Denver Water Easement").

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property contains wetlands, riparian areas, a pond, and natural areas that provide food, shelter, breeding ground, and migration corridors for several wildlife species. The Property serves as natural habitat for several bird species, including waterfowl, shorebirds, hawks and neo-tropical migrants. The habitat on the Property is also "significant" as required by the Treasury Regulations, as it represents wildlife habitat in an urban area, and is the first verified and documented breeding site in Colorado for the Hooded Merganser.

Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public and will yield a significant public benefit.

Scenic enjoyment. The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The Property is visually accessible to the general public from the public Highline Canal Trail which traverses the Property and from Quincy Avenue, which adjoins the Property. There are scenic vistas of the Front Range of the Rocky Mountains from the Property.

Significant public benefit. The Highline Canal Trail through the Property is utilized by thousands of people every year. There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic and recreational values.

It should also be noted that the terms of the Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land.

Historic [§ 1.170A-14(d)(5)(ii)]. The Property qualifies as an historically important land area because it is an independently significant land area and is listed in the National Register of Historic Places by the United States Department of the Interior.

These Conservation Values are of great importance to Grantor, Grantee, the residents of Arapahoe County, residents of the greater metropolitan Denver area, and residents of the State of Colorado.

D. **State Policy Concerning Conservation Easements.** C.R.S. §§33-1-101, provides in relevant part that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors." C.R.S. §§38-30.5-102, provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land . . .".

E. Other Supporting Government Policy.

- City of Cherry Hills Village Resolution No. 13, Series of 2006 supporting Open Space, which recognizes the need to preserve the Highline Canal Corridor and other areas that are:
 - Lands which maintain urban open space, natural areas, water quality, urban wildlife habitat and movement corridors, views, trail corridors, floodplains and wetlands;
 - Lands which serve to maintain community identity; and
 - Lands for passive and active recreational needs including, but not limited to, walking, cycling, horseback riding, cross country skiing, photography and nature studies
- The Arapahoe County Comprehensive Plan which provides in part that the intent of Arapahoe County is to use "open space as a means to help...maintain rural character, conserve wildlife habitat...and provide opportunities for...wildlife observation."
- The Arapahoe County Comprehensive Plan Goals NCR 1, provides in part that it is the goal of Arapahoe County to "conserve its natural areas and resources that provide habitat and maintain environmental quality."

F. Documentation of Present Conditions. The Conservation Values and the characteristics, current use, and status of improvements on and development of the Property as of the date of this Deed are further documented in a "**Present Conditions Report**," dated August, 2007 and prepared by LREP, Inc., which report is acknowledged as accurate by Grantor and Grantee. The Present Conditions Report has been provided to both Parties and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, the Present Conditions Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.

G. Charitable Donation. Grantor intends to create a conservation easement under C.R.S. §§38-30.5-101 *et seq.*, and hereby makes a charitable gift of the property interest conveyed by this Deed to Grantee.

H. Gift to Cherry Hills Village. In order to further assure preservation of the Conservation Values of the Property, after granting this Easement Catherine H. Anderson the Grantor intends to donate the Property to the City of Cherry Hills Village. The Property will be donated subject to reservation of a life estate for the benefit of the Grantor (the "**Life Estate**") which will allow Grantor to continue to live on the Property, subject to the terms of this Easement. This Easement has been granted subject to the terms of two existing leases (the "**Leases**"): the lease to Jeri Neff for the Hopkins House located on the West Area (the "**Hopkins House Lease**"), and the lease to Cynthia Norton Gray for the house on the East Area (the "**East Area House Lease**"). The Parties acknowledge that during the Life Estate, Catherine H. Anderson, as life tenant, is

responsible for complying with the terms and conditions of this Deed that are applicable to the Grantor; after termination of the Life Estate, the City of Cherry Hills Village, as remainderman, shall be responsible for complying with the terms and conditions of this Deed that are applicable to the Grantor.

ACKNOWLEDGEMENT OF INTENT:

As a guide to the interpretation of this Deed and administration of the Conservation Easement created by this Deed by future generations, Grantor and Grantee, for themselves, and for their successors and assigns, herein expressly declare their agreement and dedication to the following purpose and intent:

1. **Purpose.** The purpose (the “**Purpose**”) of this Easement (defined below) is to preserve and protect in perpetuity the Conservation Values of the Property. This Purpose is in accordance with §170(h) of the Internal Revenue Code. In order to achieve this Purpose, Grantor intends to convey this Deed to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever.

2. **Intent.** Subject only to the Purpose set forth above, the intent of the Parties is to permit all other uses of the Property that are not inconsistent with the preservation and protection of the Conservation Values as determined by Grantee in its sole discretion and that are not expressly prohibited herein. Nothing in this Deed is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. **Conveyance of Easement.** Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual Conservation Easement in gross, an immediately vested interest in real property defined by C.R.S. §§38-30.5-101, *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values of the Property in perpetuity (“**Easement**”).

2. **Rights of Grantee.** To accomplish the Purpose of this Easement the following rights are hereby conveyed to Grantee:

A. To preserve and protect the Conservation Values of the Property;

B. To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is required pursuant to those provisions in Section 8, such entry shall be upon at least 48 hours prior notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

C. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and, except as limited by Section 7 below, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use; and

Nothing in this Section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values of the Property or any other provisions of this Deed.

3. ***Rights Retained by Catherine H. Anderson.*** Catherine H. Anderson retains the right to occupy the Property pursuant to the terms of the Life Estate, to comply with the terms of the Leases, and to perform any act not specifically prohibited or restricted by this Easement. These ownership rights include, but are not limited to, the retention of the economic viability of the Property, provided that such acts and uses are not inconsistent with the preservation and protection of the Conservation Values. During the Life Estate Catherine H. Anderson, as life tenant, shall be the Grantor hereunder, and shall have all of the rights and responsibilities of the Grantor hereunder.

4. ***Structures, Areas.*** For the purposes of this Easement the Parties have identified three areas (the “**Areas**”) on the Property as depicted on the attached **Exhibit B**. The Areas are: (1) the “**West Area**” which lies west of the Highline Canal; (2) the “**East Area**” which lies east of the Highline Canal, and (3) the “**Canal Area**” which encompasses the Highline Canal. The structures and improvements which exist on the Areas at the time of granting of this Easement are described as “**Existing Improvements**”. The Parties agree that the current and permitted uses of and improvements to the Property are not inconsistent with the preservation and protection of the Conservation Values and are permitted, and also agree that the Grantor may charge fees for use of the Property. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree:

A. ***West Area - Structures and Uses.*** The West Area may be used for Preservation Uses as described in Paragraph 5(A), below, subject to the limitations described in Paragraph 4(A)(4), below, and for Agricultural Uses that are described in Paragraph 5(C), below. The existing and permitted structures within the West Area and their permitted uses are described as follows:

(1) ***Hopkins House.*** At the time of granting of this Deed on the West Area there is a single family residence (the “**Hopkins House**”) of approximately 1400 square feet, which has been leased for caretaker residence use pursuant to the Hopkins House Lease. Without the express written permission of the Grantee, no demolition, construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect either the present facade or increase or decrease the height of the Hopkins House, including without limitation anything which would alter the external appearance of the Hopkins House, as depicted in the Present Conditions Report. The reconstruction, repair, or refinishing of the present facade, damage to which has resulted from casualty loss, deterioration, or wear and tear, and including damage

from natural causes (aka "Acts of God") shall be permitted provided that such reconstruction, repair, or refinishing is performed according to The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of Interior, or similar standards acceptable to Grantee (hereinafter, collectively the "**Standards**"), subject to the prior written approval of Grantee, and in a manner which maintains or recreates, as the case may be, a substantially similar appearance of the present façade. The Hopkins House may be used for a caretaker residence for a caretaker of the Property or for one or more of the Preservation Uses, described in Paragraph 5(A), below.

(2) **Main Residence and Detached Garage.** At the time of granting of this Deed on the West Area there is a single family residence of approximately 3600 square feet (the "**Main Residence**"), and a detached garage of approximately 700 square feet.

(a) During the Life Estate Catherine H. Anderson or a caretaker may occupy the Main Residence for residential purposes, and may maintain, repair and replace the Main Residence and the detached garage (but shall not enlarge those structures), at their current locations without further permission of the Grantee. If the Main Residence or detached garage are replaced, any replacement structures shall be in the same architectural style as the existing structures to the extent reasonably possible.

(b) After termination of the Life Estate the Main Residence may be used only as a caretaker's residence for a caretaker of the Property or as a nature center/interpretive facility. The Main Residence and the detached garage may be maintained, repaired and replaced (but not enlarged), at their current location, without further permission of the Grantee. Alternatively, if the Main Residence and detached garage are demolished or removed and no new structures are constructed in their place, then the area shall be re-graded to a natural contour, replanted and thereafter maintained in native or other non-invasive vegetation.

(3) **Pond.** At the time of granting of this Deed there exists a Pond, a pump house and a well near the south end of the West Area. Grantor may maintain, repair, replace or remove the pump house without further permission of Grantee. If Grantor determines that it is too expensive to maintain and fill the pond, upon notice to but without further permission of Grantee the pond may be drained, provided that the area shall be re-graded to a natural contour, by filling in the existing area without materially affecting the existing contour and slopes, and replanted and thereafter maintained in native or other non-invasive vegetation. In addition, the regrading and re-contouring must be accomplished in a manner that does not alter the existing natural drainage flow across the Property.

(4) **Limitations on Preservation Use.** The Property shall be managed in accordance with a “**Management Plan**”, which shall be prepared by Cherry Hills Village, and approved by Grantee, within one (1) year after termination of the Life Estate. The West Area shall be managed primarily as a natural area with limited public access. The East Area shall be managed for Preservation Uses, Recreational Uses and Agricultural Uses described herein.

B. **East Area – Structures and Uses.** The East Area may be used for Preservation Uses, Recreation Uses and Agricultural Uses that are described in Paragraph 5(A), 5(B) and 5(C), below. At the time of granting of this Deed on the East Area there is a single family residence of approximately 1182 square feet (“East Area House”), a 1495 square foot barn (“Big Barn”), a 1207 square foot barn (“Horse Barn”), a 465 square foot wood frame barn (the “Small Barn”), and a 73 square foot chicken coop (“Chicken Coop”). The total square footage of the existing East Area structures is approximately 4421 square feet; for purposes of this Easement the “Maximum East Area Square Footage” shall be 4500 square feet. Grantor may maintain, repair, replace, relocate or reconstruct the existing East Area structures anywhere within East Area, or construct replacement structure(s) within the East Area, provided that no indoor riding arenas shall be permitted and at no time shall the total square footage of structures exceed the Maximum East Area Square Footage. Notwithstanding the foregoing, Grantor may not demolish the Big Barn unless it is destroyed by casualty or deteriorated by the passage of time to the degree that it is rendered unsafe for use. The East Area House may only be occupied for residential purposes by a caretaker of the Property. In addition, the structures within the East Area may be used for the Preservation Uses, Recreational Uses or Agricultural Uses described herein.

C. **Canal Area – Structures and Uses.** At the time of granting of this Deed on the Canal Area there is a bridge connecting the East Area to the West Area of the Property (“**Bridge**”). Grantor may maintain, repair and replace the bridge on the Canal Area upon notice to but without further permission of the Grantee. Grantor may also maintain the pathway on the Canal Area. The Canal Area may be used for the Preservation, Recreational and Agricultural Uses described below, and any uses which are permitted or required under the Denver Water Easement, described above, subject to the other limitations contained herein.

D. **Notification of Replacement or Enlargement.** If any improvements are replaced or enlarged in a manner not requiring Grantee’s approval, Grantor shall notify Grantee of the replacement or enlargement so that its records may be updated.

E. **Definition of Floor Area.** For purposes of Section 4, floor area is defined as all residential or non-residential finished or unfinished space, covered and enclosed within two or more walls, but does not include residential covered or uncovered decks or patios.

F. **Other Improvements.**

(1). **Road Construction and Paving.** Grantor may maintain the existing pavement or otherwise resurface those roads, driveways or parking areas in the West Area that are already paved as of the date of this Deed. Grantor shall not pave or otherwise place any impermeable surface on any roads, driveways or parking areas that are unpaved as of the date of this Deed without Grantee's prior written approval. In addition, the Grantor may maintain the Bridge and the road and trail along the Highline Canal and around the pond in the Pond Area, and may relocate the driveway in the East Area. The location of the roads, trails and Bridge are generally depicted on the attached **Exhibit B**. No such roads or driveways shall be wider than necessary to provide access or to meet local codes for width of access to improvements.

(2). **Fences.** Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife not inconsistent with the preservation and protection of the Conservation Values without any further permission of Grantee. No white fences are permitted on the Property; all fencing shall be constructed of natural materials, such as split rail and wooden posts, and shall be unpainted.

(3). **Utilities.** Existing utilities may be repaired and replaced in the same location with a similar structure without any further permission of Grantee. Grantor may install new underground utility lines to serve the uses permitted on the Property without restriction.

(4). **Billboards and Signs.** Grantor may place identification and informational signs on the Property. Grantor shall not construct, maintain, or erect any signs or billboards on the Property that are inconsistent with the preservation and protection of the Conservation Values.

(5). **Recreational and Educational Improvements.** Grantor may construct small recreational and educational improvements on the Property that are not inconsistent with the preservation and protection of the Conservation Values only with the prior written approval of Grantee.

(6). **Other Improvements.** The construction or reconstruction of any other improvement on the Property is prohibited unless Grantee determines in its sole discretion that the proposed construction is not inconsistent with the preservation and protection of the Conservation Values.

5. **Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, the following uses of the Property shall be conducted in accordance with the provisions below. In the event Grantee believes any resource management practice(s) are not consistent with the preservation and protection of the Conservation Values, Grantee may request that Grantor and

Grantee shall, at Grantor's expense, consult with a mutually agreed upon resource management professional. This professional will provide written recommendations for said resource management practice(s) not inconsistent with the preservation and protection of the Conservation Values.

A. **Preservation Uses.** The Parties intend that the Property remain in its substantially open condition with trees, grassed areas, gardens and the pond, and that only the permitted structures described herein shall be constructed or maintained on the Property. The Property, and the structures permitted thereon, may be used as a nature preserve, for historic preservation and interpretation, for gardens, for private and public meetings, gatherings and celebrations, for classes and education, for photography, painting and other artistic endeavors, and such other uses as help to preserve the Property and instill an appreciation and respect for the natural and human history of the vicinity (collectively the “**Preservation Uses**”).

B. **Recreation Uses.** Low-impact recreational uses such as bird watching, hiking, horseback riding and cross-country skiing are permitted on the Property; bicycling is permitted only on the Canal Area of the Property. Public Use of the Canal Area is permitted subject to the terms of the Denver Water Easement. These uses are referred to as the “**Recreational Uses**”.

C. **Agricultural Uses.** The Property may be used for agricultural purposes, subject to the limitations in this Easement. All agricultural uses shall be conducted using stewardship and management methods that preserve the natural resources upon which agriculture is based. Long term stewardship and management goals include preserving soil productivity, maintaining natural stream channels, preventing soil erosion, minimizing invasive species, and avoiding unsustainable livestock grazing practices. The construction and maintenance of agricultural ditches, stock ponds or other agricultural water features is permitted. Maintenance of the Highline Canal in accordance with the Denver Water Easement is permitted. Maintenance of the pond is permitted. These uses are referred to as the “**Agricultural Uses.**”

D. **Trees, Shrubs, Bushes.** Trees, shrubs and bushes on the Property (except the Canal Area) may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Tree thinning activities on the Property (except the Canal Area) may take place to maintain the character and nature of the habitat. Trees, shrubs, bushes and other growth within the Canal Area may only be removed in accordance with the terms of the Denver Water Easement, described above.

E. **Minerals and Other Deposits.** The exploration, development, mining or other extraction of minerals of any kind or description, including oil, coal gas, hydrocarbons, coal, peat, sand, gravel, rock or soil, is prohibited.

F. **Water Rights.**

(1). **Owned Water Rights.** Grantor owns the non-tributary and not

non-tributary water rights appurtenant to the Property (“**Owned Water Rights**”). The Owned Water Rights are currently accessed through a well (Permit No. 8283) and are used to irrigate the Property and for water storage in the pond described in Section 4.A(3). Grantor agrees not to approve, consent to, or undertake any action that would result in the transfer, encumbrance, sale, lease, abandonment, change of current use, or other separation of the Owned Water Rights from the Property, except as otherwise provided in Section 4.A(3), and unless otherwise approved by Grantee.

(2). *Leased Water Rights.* Grantor is the shareholder of an entity that is the lessee of certain leases entered into with the Denver Water Board, and Grantor is permitted to use those water rights described in the attached Exhibit C-1 and made a part of this Deed (collectively, the “**Leased Water Rights**”). The Leased Water Rights are beneficially used on the Property as set forth in C.R.S. Section 38-30.5-102. Grantor shall have the right to improve, maintain, repair, relocate and reconstruct facilities related to the Leased Water Rights (such as ditches, wells and reservoirs). If Grantor transfers the Property to a successor or assign, Grantor shall use Grantor’s best efforts to cause the assignment of the Leased Water Rights to the new owner of the Property, however, Grantor does not represent or warrant that the Denver Water Board will approve, accept or honor any such assignment of the Leased Water Rights. The Leased Water Rights are currently used to irrigate the Property. Grantor agrees not to approve, consent to, or undertake any action that would result in the transfer, encumbrance, sale, lease, abandonment, change of current use or other separation of the Leased Water Rights from the Property, unless otherwise approved by Grantee. Notwithstanding any of the foregoing to the contrary, Grantor shall not be required in any one (1) year to use the Leased Water Rights to irrigate any portion of the Property. If Grantor wishes not to irrigate for a period of more than one (1) year, Grantor shall obtain Grantee’s approval, to be granted if Grantee determines that failure to irrigate is not inconsistent with the preservation and protection of the Conservation Values. If at any time the Denver Water Board does not approve the assignment of all or a part of the Leased Water Rights to a successor Grantor, the provisions of this Section 5.F(2) shall no longer apply to such portion of the Leased Water Rights for which the Denver Water Board has not approved an assignment, unless and until the successor Grantor or its successors and assigns subsequently obtain a right to all or such portion of the Leased Water Rights through a valid assignment approved by the Denver Water Board, which right neither the successor Grantor nor its successors and assigns shall have the obligation to obtain.

(3). *Excluded Water Rights.* Grantor is also the lessee of certain additional water rights owned by the Denver Water Board and more specifically described in the Lease attached hereto as Exhibit C-2 as the “**Excluded Water Rights.**” The Excluded Water Rights shall be expressly excluded from and shall not in any way be subject to or encumbered by this Deed.

G. **Habitat Improvements.** Habitat improvement and maintenance activities may be permitted upon Grantee's approval and determination that said improvements and activities are not inconsistent with the preservation and protection of the Conservation Values. Notwithstanding the foregoing, Grantor may replant native grasses anywhere on the Property that currently consists of non-native grasses without Grantee's approval.

6. **Restricted Practices.**

A. **Subdivision.** Grantor and Grantee agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the terms and conditions of this Easement.

B. **Surface Disturbance.** Except as permitted within this Deed, any alteration of the surface of the land, including without limitation, the movement, excavation or removal of soil, sand, gravel, rock, peat or sod, that is inconsistent with the preservation and protection of the Conservation Values, is prohibited.

C. **Existing Water Features.** Except as permitted within this Deed, alteration, impairment, modification or adverse change in or to existing ponds, wetlands or stream channels that is inconsistent with the preservation and protection of the Conservation Values, is prohibited.

D. **Commercial or Industrial Activity.** Industrial uses are prohibited. Commercial uses inconsistent with the preservation and protection of the Conservation Values of this Deed are prohibited. However, fees may be charged for the activities and uses that are permitted herein. No fee shall be charged for use of the Highline Canal, except to the extent such fee is permitted or required under the Denver Water Easement.

E. **Feed Lot.** The establishment or maintenance of a feed lot is prohibited. For purposes of this Deed, "feed lot" is defined as a permanently constructed confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained continuously and exclusively for purposes of feeding livestock. Nothing in this section shall prevent Grantor from seasonally confining livestock into an area, corral or other facility for feeding, or from leasing pasture for the grazing of livestock owned by others.

F. **Public Access.** Public access is permitted on the Highline Canal trail on the Canal Area, subject to rules and regulations established in the Denver Water Easement. Nothing contained herein shall be construed as affording the public access to the remainder of the Property, although the Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is not inconsistent with the preservation and protection of the Conservation Values of the Property.

G. **Trash.** The dumping or accumulation of any kind of trash, sludge, or refuse on the Property is prohibited, except for farm-related trash and refuse produced on the Property, provided that such dumping or accumulation is not inconsistent with the preservation and protection of the Conservation Values. The storage or accumulation of agricultural products and by-products on the Property is permitted in accordance with all applicable government laws and regulations.

H. **Hazardous Materials.** Grantor may use agri-chemicals (organic agri-chemicals to the extent reasonably possible) on the Property in accordance with all applicable federal, state or local laws and manufacturer's specifications. Otherwise, the treatment, permanent storage, disposal or release of hazardous materials on, from or under the Property is prohibited. For the purpose of this Deed, hazardous materials shall mean any hazardous or toxic material or waste that is subject to any federal, state, or local law or regulation. Notwithstanding anything in this Deed to the contrary, this prohibition does not impose any liability on Grantee for hazardous materials, nor does it make Grantee an owner of the Property, nor does it permit or require Grantee to control any use of the Property that may result in the treatment, storage, disposal or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

I. **Weed Control.** The Property shall be managed to control noxious weeds to the extent reasonably possible. Grantor shall utilize natural and organic weed control methods to the extent reasonably possible.

J. **Other Restricted Uses.** Golf courses, sod farms, helicopter pads, airstrips and ball fields are prohibited.

7. **Responsibilities of Grantor and Grantee Not Affected.** Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

A. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

B. **Liability.** To the extent allowed by law, if allowed at all, Grantor shall indemnify, defend, and hold Grantee and its members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, except to the extent due to the acts or omissions of the Indemnified Parties; (ii) the obligations under this Section 7 or (iii) the presence or release of hazardous materials on, under, or about the Property under Section 6(F) and (iv) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property. Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to the injury to or death of any person, or damage to property, occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property.

8. **Enforcement.** Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed and Purposes of this Easement. In those cases where Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of this Easement, Grantee may enter the Property without advance notice but shall provide notice to Grantor as soon as possible. Grantee may notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately cease the alleged violation and either (a) if necessary, restore or remediate the Property to its condition prior to the violation; (b) provide a written plan for restoration and remediation of the Property acceptable to Grantee; (c) provide written documentation, acceptable to Grantee, that the activity is permitted and is not a violation. If Grantor is unable or unwilling to cease the immediate alleged violation, and comply with (a), (b) or (c) of the previous sentence, both Parties agree to resolve the dispute through mediation, or court procedures. At any point in time, the Parties may take appropriate legal action including an injunction to stop the alleged violation.

Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit, and attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. The Parties will share equally in the mediation fees. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

9. **Transfer of Easement.** Grantee shall have the right to transfer this Easement to the Cherry Hills Land Preserve, Inc., a Colorado non-profit corporation, with the permission of

Grantor which permission shall not be unreasonably withheld. In addition, Grantee shall have the right to transfer this Easement subject to Grantor's approval not to be unreasonably withheld, to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under § 170(h) of the U.S. Internal Revenue Code, and under C.R.S. §§38-30.5-101, *et seq.*, only if Grantee requires and the agency or the organization expressly agrees as a condition to the transfer, that the conservation purposes set forth in the Recitals to this Easement continue to be carried out and only if the agency or the organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes and that agrees to assume the responsibility.

10. ***Transfer of Property.*** Any time the Property or a portion thereof is transferred by Grantor to any third party, Grantor shall pay a transfer fee of 1/4 of 1% of the purchase price to Grantee to be used for the purpose of the defense of conservation easements or for other purposes consistent with Grantee's mission. Grantor shall notify Grantee in writing within (5) business days after closing using the form in **Exhibit D** attached hereto. The document of conveyance shall expressly refer to this Deed of Conservation Easement. Said transfer fee shall be waived if the Property is transferred to The Conservation Fund, the City of Cherry Hills Village or Grantor's immediate family members, heirs or beneficiaries.

11. ***Real Property Interest.*** The granting of this Deed immediately vests Grantee with a property interest. Grantor and Grantee also agree that this Easement shall have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this Easement attributable to improvements) by the ratio of the value of the Easement at the time of this Easement to the value of the Property, without deduction for the value of the Easement, at the time of this Easement. Pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee further agree that this percentage shall remain constant.

12. ***Termination of Easement.*** This Easement may only be terminated or extinguished by judicial proceedings by a court of competent jurisdiction. The total loss of all the Conservation Values on the Property is the only grounds under which this Deed can be terminated. Should this Easement be extinguished, sold for public use, taken for public use, or terminated, whether in whole or in part, Grantee shall be paid proceeds equal to the aforementioned percentage of the fair market value of the Property, unless otherwise provided by Colorado law. Grantee's use of the proceeds shall comply with Treasury Regulation § 1.170A-14(g)(6)(i).

13. ***Perpetual Duration.*** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, that each party's rights and obligations under this Easement shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the

Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.

14. ***Change of Circumstance.*** The fact that any use of the Property that is prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses has been considered by the Grantor in granting this Easement. It is the intent of both Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to Section 12. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Section 12.

15. ***Notices.*** As specified herein, any notices required by this Deed shall be sent as appropriate to the following Parties or their successors in writing. All Parties shall be notified of any change of address. During the Life Estate of Catherine H. Anderson any notices required hereunder shall also be given to the City of Cherry Hills Village, so that it may protect its remainder interest as successor Grantor hereunder.

Grantor (Life Tenant):

Catherine H. Anderson
4400 East Quincy Ave.
Englewood, CO 80113
(303) 771-4113

Successor Grantor (Remainderman):

City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113
Attention: City Manager

Grantee: Colorado Open Lands
274 Union Blvd., Suite 320
Lakewood, CO 80228
(303) 988-2373

16. ***Liens on the Property.***

A. ***Current Liens.*** There are no mortgages or deeds of trust encumbering the Property at the time of granting of this Easement.

B. ***Subsequent Liens.*** No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is subordinate to this Easement.

17. **No Merger.** Unless the Parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement.

18. **Grantor's Representations and Warranties.**

A. Except as provided in Section 16, Grantor warrants that Grantor has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except *ad valorem* property taxes for the current year, and hereby promises to defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

B. Grantor represents and warrants that, without investigation and to the best of her knowledge:

(1) No hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property, and that there are no underground storage tanks located on the Property, except for septic tanks located on the Property;

(2) Grantor and the Property are in compliance with all federal state, and local laws, regulations, and requirements applicable to the Property and its use;

(3) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(4) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

19. **Acceptance.** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed.

20. **General Provisions:**

A. **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

B. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

C. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

D. **Controlling Law and Interpretation.** This Easement shall be performed and broadly interpreted under the laws of State of Colorado, resolving any ambiguities and questions of the validity of specific provisions in favor of maintaining the Purpose of this Deed. Any decisions resolving such ambiguities shall be documented in writing.

E. **Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any party who has signed it; all counterparts, when taken together, shall constitute this instrument.

F. **Amendment.** This Easement may be amended only with the written consent of the Grantor and the Grantee. No amendment shall be allowed that will confer a private benefit to the Grantor or any other individual greater than the benefit to the general public (see IRS Reg. 1.170A-14(h)(3)(i)) or result in private inurement for a Board member, staff or contract employee of Grantee (see IRS Reg. 1.501(c)(3)-1(c)(2)), or affect the qualifications of this Easement under any applicable laws. Any amendment must not be inconsistent with the preservation and protection of the Conservation Values of the Property and shall not affect the perpetual duration of the Easement. Grantee shall have the right to charge a fee to Grantor for time and costs associated with any amendment. Any amendment must be in writing, signed by both Parties, and recorded in the official records of Arapahoe County, Colorado.

G. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which are merged herein.

21. **Development Rights.** Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the Parties agree that such rights are terminated and extinguished.

22. **Recording.** The Grantor shall record this Deed in timely fashion in the official records of Arapahoe County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. **No Third Party Beneficiary.** This Deed is entered into by and between Grantor and Grantee, and has been consented to by the City of Cherry Hills Village, and is solely for the

benefit of Grantor, Grantee, the City of Cherry Hills Village as successor Grantor, and their respective successors in interest and assigns, and does not create rights or responsibilities in any third parties.

24. *Grantee Acknowledgement of Donation.* Grantee acknowledges receipt and acceptance of this Easement encumbering the Property described herein, for which no goods or services were provided.

25. *Annual Appropriations.* In the event the Property is conveyed to the City of Cherry Hills Village or any other public entity, and in the event that obligations under the Conservation Easement are deemed to be multi-fiscal year obligations, the financial obligations of Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Conservation Easement, pursuant to C.R.S. Sec. 29-1-101, et seq., as amended.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

Catherine H. Anderson

Catherine H Anderson

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by Catherine H. Anderson, as Grantor.

Witness my hand and official seal.

My commission expires: _____

Melinda M Beck
Notary Public



My Commission Expires 08/25/2008

EXHIBIT A

Legal Description of the Property (2 pages)

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 7, T5S, R67W OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, THENCE N89°21'30"E, 494.00 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 7 TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) IN THE ARAPAHOE COUNTY RECORDS, SAID POINT BEING TRUE POINT OF BEGINNING.

THENCE S00°38'30"E, 30.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S01°38'00"E, 716.60 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N70°39'10"E, 285.26 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N88°36'10"E, 223.72 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N47°30'20"E, 168.32 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS;

THENCE N69°14'19"E, 50.00 FEET ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25, 78.71 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, SAID ARC HAVING A RADIUS OF 343.39 FEET, A CENTRAL ANGLE OF 13°07'59" AND BEING SUBTENDED BY A CHORD THAT BEARS S27°19'40"E, 78.54 FEET;

THENCE S33°53'40"E, 119.21 FEET ALONG THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25;

THENCE S56°06'20"W, 50.00 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25, SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 25;

THENCE S45°33'30"W, 37.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S09°00'00"E, 23.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S53°36'50"W, 131.19 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S00°15'00"E, 154.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S35°26'40"E, 386.50 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N89°42'00"E, 135.73 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N00°01'40"W, 208.31 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE NORTHWESTERLY ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL), 102.30 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, SAID ARC HAVING A RADIUS OF 165.49 FEET, A CENTRAL ANGLE OF 35°25'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N17°44'10"W, 100.68 FEET;

THENCE N35°26'40"W, 191.41 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N33°53'40"W, 80.83 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N62°37'00"E, 100.65 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N33°53'40"W, 156.66 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) AND ALONG SAID BOUNDARY LINE EXTENDED NORTHWESTERLY;

THENCE N54°46'08"E, 219.53 FEET TO A POINT ON SAID BOUNDARY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N08°28'30"E, 493.03 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) TO A POINT ON THE NORTH LINE OF THE NW1/4 OF SAID SECTION 7;

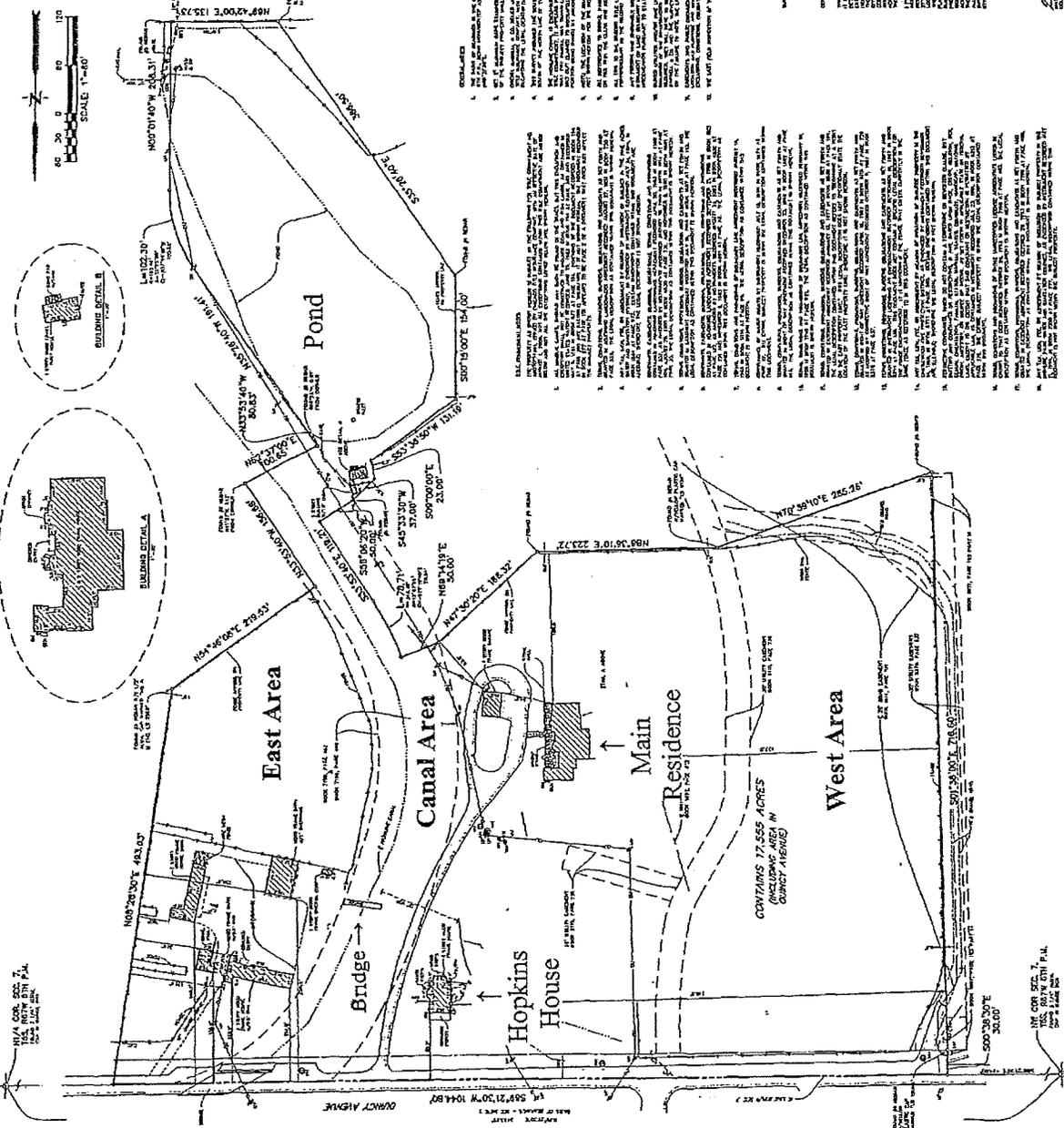
THENCE S89°21'30"W, 1044.80 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 7 TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

MATHEW E. SELDERS
COLORADO LICENSE NO. 27275
1800 38TH STREET
BOULDER, CO 80301
303-442-4338

CONCRETE RECORD SYMBOLS

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100



ALTA/AGSM LAND TITLE SURVEY OF A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 7, T5S, R67W OF THE 8TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO FOR: CATHERINE ANDERSON

DATE	11/15/2017
BY	DAVID B. STANTON
FOR	CATHERINE ANDERSON
PROJECT	ALTA/AGSM LAND TITLE SURVEY OF A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 7, T5S, R67W OF THE 8TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO FOR: CATHERINE ANDERSON
SCALE	1" = 100'
SHEET	1 OF 2
DATE	11/15/2017
BY	DAVID B. STANTON
FOR	CATHERINE ANDERSON
PROJECT	ALTA/AGSM LAND TITLE SURVEY OF A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 7, T5S, R67W OF THE 8TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO FOR: CATHERINE ANDERSON
SCALE	1" = 100'
SHEET	1 OF 2



1. The survey was conducted on the 15th day of November, 2017, at the office of the Surveyor.
2. The survey was conducted by David B. Stanton, a Licensed Professional Surveyor in the State of Colorado.
3. The survey was conducted for Catherine Anderson, the owner of the land.
4. The survey was conducted in accordance with the rules and regulations of the State of Colorado.
5. The survey was conducted in accordance with the rules and regulations of the State of Colorado.
6. The survey was conducted in accordance with the rules and regulations of the State of Colorado.
7. The survey was conducted in accordance with the rules and regulations of the State of Colorado.
8. The survey was conducted in accordance with the rules and regulations of the State of Colorado.
9. The survey was conducted in accordance with the rules and regulations of the State of Colorado.
10. The survey was conducted in accordance with the rules and regulations of the State of Colorado.

DAVID B. STANTON
 LICENSED PROFESSIONAL SURVEYOR
 STATE OF COLORADO
 LICENSE NO. 17775

EXHIBIT B

EXHIBIT C-1

Leased Water Rights

1. 9.43 acre feet of water in the Antero Reservoir.
2. 14.16 acre feet of water in the Highline Canal.

EXHIBIT C-2

Excluded Water Rights

(Lease Agreement Account No. 00409A, 2 pages, attached)

LEASE AGREEMENT

(RAW WATER)

Account No. 00409A

LESSOR: CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, 1600 W. 12th Avenue, Denver, Colorado 80254 (hereinafter "Board")

LESSEE(S): Catherine H. Anderson
4400 East Quincy Avenue
Englewood, CO 80110 Telephone: *771-4113

STRUCTURE: HIGH LINE CANAL Headgate: 76 + 00

NATURE AND AMOUNT SHARES _____ ACRE-RIGHTS 5.0
OF WATER LEASED: INCHES _____ OTHER _____

PROCESSING FEE: \$ 100.00 ANNUAL RENTAL - RATE: \$ 16.00 per acre-right
TOTAL: \$180.00

DATE OF LEASE: April 1, 1984 ANNUAL RENEWAL DATE: April First

Communication regarding this lease should be directed to the Board's Planning and Water Resources Division - Telephone: 623-2500, Ext. 270.

For and in consideration of the premises and promises set forth herein and the performance thereof, the parties agree as follows:

1. The Board hereby leases to the Lessee the right to use that proportional share of water flowing in the above listed structure which is represented by the indicated interest of the Board for irrigation purposes only, for a period of one year beginning on the date of this agreement and terminating as above set forth, renewable for succeeding one year periods until terminated.

The water to be so used by Lessee shall be diverted out of the headgate enumerated above. The diversion facilities are to be set and used under the direction, control and supervision of the Board's designated representatives. Nothing herein contained shall be construed as requiring the Board to construct any new or enlarged outlet or diversion facilities or to maintain same, except at the sole expense of Lessee. Board has no responsibility for facilities outside Board property.

2. Lessee shall pay to the Board the processing fee and the annual rental set forth above, which annual rental is subject to change from time to time in the sole discretion of the Board. Notice of increase in rental shall be given to the Lessee no later than thirty (30) days prior to the annual renewal date. Payment of the processing fee and first year rental shall be made upon execution of this lease and the annual rental shall thereafter be made on or before April 20 of each succeeding year.

3. This lease shall be considered as renewed annually hereafter upon payment by the Lessee of the annual assessment on or before the 20th day of April of each year and if the Board does not receive such payment this lease shall automatically terminate. Board further reserves the right to terminate this lease (1) at the expiration of any annual period or by giving thirty (30) days notice thereof to the Lessee; (2) at any time if the water so leased is required for Board purposes; (3) for failure of Lessee to abide by Board Rules and regulations and Ditch or Reservoir Company rules when applicable; or (4) for any other breach of this agreement by Lessee. No refund shall be made to Lessee of any moneys paid if this lease is terminated under (1), (3), and (4) above. If terminated under (2) pro rata refund will be made.

4. Lessee shall be subject to the Operating Rules and other regulations of the Board, and any applicable Ditch or Reservoir Company regulations, as the same may be amended from time to time insofar as such rules are applicable and lessee is responsible for informing himself of such Rules and Regulations.

5. Board does not guarantee delivery of any specified quality or quantity of water and Lessee is entitled only to that water which would have been available to the Board under the shares listed above. Should the supply of water in the structure be insufficient to supply the users therefrom to the full amount of the water so leased from the Board, the operating authority may make such deliveries as will permit the best use of available supply to all users and the Board shall not be liable for any claims or damages resulting therefrom.

6. This lease is and shall be considered performable in the City and County of Denver, notwithstanding the fact that it may be necessary to take action in furtherance thereof elsewhere.

7. This lease or the use of the water hereby leased by this lease may not be assigned without prior written approval of the Board.

8. This agreement is made under and conformable to the provisions of the Charter of the City and County of Denver which control the operation of the Denver Municipal Water System. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this contract.

IN WITNESS WHEREOF, the within agreement has been executed as of the day and year first above written.

APPROVED:

K. S. Mitchell
Planning Division

CITY AND COUNTY OF DENVER, acting
by and through its BOARD OF WATER
COMMISSIONERS, LESSOR

By: M. K. Miller
Manager

APPROVED AS TO FORM:

Michael S. Walker
Legal Division

REGISTERED AND COUNTERSIGNED:
Auditor
CITY AND COUNTY OF DENVER

By: Mike Leith

x Catherine H. Anderson
LESSEE

DISTRIBUTION:

Original - Secretary's File
Copy - Central Records
- Lessee(s)
- Accounting
✓ - Planning
- Plant
- Auditor

2126P

EXHIBIT D

Sample Notice of Transfer of Property

To: Colorado Open Lands ("Grantee")
From: [Insert name of fee owner] ("Grantor")

Pursuant to Section 10 of the Deed of Conservation Easement recorded (date) under reception number _____, Grantee is hereby notified by Grantor of the transfer of the fee simple interest in the subject Property legally described in **Exhibit A** attached hereto effective [insert date of closing] to [insert name of new Grantor], who can be reached at [insert name, legal address, phone and fax number]. Also pursuant to Section 10 of the aforementioned Deed of Conservation Easement is attached a copy of the new ownership deed.

GRANTOR:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ of _____.

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

Notary Public

Date: _____

QUINCY FARM – UNDERSTANDING THE HISTORIC DESIGNATION AND THE CONSERVATION EASEMENT

Quincy Farm is under a Conservation Easement held by Colorado Open Lands, and it is also registered on the National Register of Historic Places. Both carry different, and sometimes contradictory, instructions for the farm.

Conservation Easement:

The property must be managed in line with a set of “Conservation Values”, which are: preservation uses, recreation uses, or agricultural uses. (pg. 9)

- **Preservation uses:** “...may be used as a nature preserve, for historic preservation and interpretation, for gardens, for private and public meetings, gatherings and celebrations, for classes and education, for photography, painting and other artistic endeavors, and such other uses as help to preserve the Property and instill an appreciation and respect for the natural and human history of the vicinity.”
- **Recreation uses:** “Low-impact recreational uses such as bird watching, hiking, horseback riding and cross-country skiing are permitted on the Property; bicycling is permitted only on the Canal Area of the Property.”
- **Agricultural uses:** “The Property may be used for agricultural purposes, subject to the limitations in this Easement. All agricultural uses shall be conducted using stewardship and management methods that preserve the natural resources upon which agriculture is based.”

Historic Designation:

Quincy Farm is designated as a **district**, historically significant for both agriculture and architecture. Multiple buildings and other parts of the farm complex are considered historically important – not just the Hopkins House.

From the National Register of Historic Places nomination:

- “The 1898 **Hopkins House** is eligible under...**Architecture**...The period of significance for the Hopkins House is the year of construction-**1898**.” (pg. 9)
- “**Quincy Farm** is also eligible under...**Architecture** as a rare extant example of a 1930’s agricultural complex that has all but disappeared from urban Arapahoe County...The period of significance for the agricultural buildings is the year of construction, **1934**.” (pg. 9)
- “**Quincy Farm** is eligible under...**Agriculture** as a rare Arapahoe County example of the once common late 19th/early 20th century dairy farm... The period of significance for Agriculture begins in **1934 with the construction of the agricultural buildings and Blackmer House and ends in 1951**...” (pg. 9)

The designation itself does not **require** us to treat the farm a certain way. However, **to be eligible for funding** related to the historic nature of the farm, we would have to follow the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

The *periods of significance* determine what is important. Buildings that were constructed outside that time or have been changed significantly don’t contribute to the designation. Therefore, there are “contributing” and “non-contributing” structures on the property.

Contributing - a building, structure, or object adding to the historic significance of a property. Work on these structures should follow the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

Non-contributing - does not add to historic significance (built outside the Period of Significance, or has been altered and no longer has historic integrity). These can be changed or removed.

QUINCY FARM – UNDERSTANDING THE HISTORIC DESIGNATION AND THE CONSERVATION EASEMENT

The following chart compares the Conservation Easement and the National Register of Historic Places designation for each structure and area of the property. **For areas where they conflict with one another, the more restrictive guidelines are highlighted.**

	Conservation Easement	National Register of Historic Places
Hopkins House	“Without the express written permission of the Grantee, no demolition, construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect either the present facade or increase or decrease the height of the Hopkins House, including without limitation anything which would alter the external appearance of the Hopkins House, as depicted in the Present Conditions Report. The reconstruction, repair, or refinishing of the present facade, damage to which has resulted from casualty loss, deterioration, or wear and tear, and including damage from natural causes (aka "Acts of God") shall be permitted provided that such reconstruction, repair, or refinishing is performed according to The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of the Interior, or similar standards acceptable to Grantee (hereinafter, collectively the " Standards "), subject to the prior written approval of Grantee, and in a manner which maintains or recreates, as the case may be, a substantially similar appearance of the present facade. The Hopkins House may be used for a caretaker residence for a caretaker of the Property or for one or more of the Preservation Uses, described in Paragraph 5(A), below.” (pg. 5-6)	Contributing
Blackmer/ Honnen/ Anderson house	After termination of the Life Estate the Main Residence may be used only as a caretaker's residence for a caretaker of the Property or as a nature center /interpretive facility. The Main Residence and the detached garage may be maintained, repaired and replaced (but not enlarged), at their current location, without further permission of the Grantee. Alternatively, if the Main Residence and detached garage are demolished or removed and no new structures are constructed in their place, then the area shall be re-graded to a natural contour, replanted and thereafter maintained in native or other non-invasive vegetation. (pg. 6)	Contributing
Farm house (former stables)	The East Area House may only be occupied for residential purposes by a caretaker of the Property. Grantor may maintain, repair, replace, relocate or reconstruct the existing East Area structures anywhere within East Area.	Non-contributing
Garage near Cat’s house	The Main Residence and the detached garage may be maintained, repaired and replaced (but not enlarged), at their current location, without further permission of the Grantee. Alternatively, if the Main Residence and detached garage are demolished or removed and no new structures are constructed in their place, then the area shall be re-graded to a natural contour, replanted and thereafter maintained in native or other non-invasive vegetation.	Non-contributing
Big Barn	Grantor may not demolish the Big Barn unless it is destroyed by casualty or deteriorated by the passage of time to the degree that it is rendered unsafe for use.	Contributing

QUINCY FARM – UNDERSTANDING THE HISTORIC DESIGNATION AND THE CONSERVATION EASEMENT

Small “Baby” Barn	Grantor may maintain, repair, replace, relocate or reconstruct the existing East Area structures anywhere within East Area.	Contributing
Horse Stalls	Grantor may maintain, repair, replace, relocate or reconstruct the existing East Area structures anywhere within East Area.	Contributing
Chicken Coop	Grantor may maintain, repair, replace, relocate or reconstruct the existing East Area structures anywhere within East Area.	Contributing
Pump House	Grantor may maintain, repair, replace or remove the pump house without further permission of Grantee.	Contributing
Irrigation System	Not addressed in the Conservation Easement.	Can be altered/replaced if all remains underground; archaeological considerations for digging.
Pond	At the time of granting of this Deed there exists a Pond, a pump house and a well near the south end of the West Area. Grantor may maintain, repair, replace or remove the pump house without further permission of Grantee. If Grantor determines that it is too expensive to maintain and fill the pond, upon notice to but without further permission of Grantee the pond may be drained, provided that the area shall be re-graded to a natural contour, by filling in the existing area without materially affecting the existing contour and slopes, and replanted and thereafter maintained in native or other non-invasive vegetation. In addition, the regrading and re-contouring must be accomplished in a manner that does not alter the existing natural drainage flow across the Property. (pg. 6)	Contributing – The lawn and garden irrigation and the barnyard water supply system were put in place by Mr. Blackmer in the 1930’s.
Entire Property/District	The Property shall be managed in accordance with a " Management Plan ", which shall be prepared by Cherry Hills Village, and approved by Grantee, within one (1) year after termination of the Life Estate. (pg. 7)	Entire property is designated as a historic district.
West Area	The West Area may be used for Preservation Uses...subject to the limitations described in Paragraph 4(A) (4), below, and for Agricultural Uses...” (pg 5). From P4.A.4: “The West Area shall be managed primarily as a natural area with limited public access.” (pg. 7)	Part of the historic district.
East Area	The East Area shall be managed for Preservation Uses, Recreational Uses and Agricultural Uses described herein. At the time of granting of this Deed on the East Area there is a single-family residence of approximately 1182 square feet ("East Area House"), a 1495 square foot barn ("Big Barn"), a 1207 square foot barn ("Horse Barn"), a 465 square foot wood frame barn (the "Small Barn"), and a 73 square foot chicken coop ("Chicken Coop"). The total square footage of the existing East Area structures is approximately 4421 square feet; for purposes of this Easement the "Maximum East Area Square Footage" shall be 4500 square feet....If any improvements are replaced or enlarged in a manner not requiring Grantee's approval, Grantor shall notify Grantee of the replacement or enlargement so that its records may be updated. (pg. 7)	Part of the historic district.

QUINCY FARM – UNDERSTANDING THE HISTORIC DESIGNATION AND THE CONSERVATION EASEMENT

Canal Bridge	Grantor may maintain, repair and replace the bridge on the Canal Area upon notice to but without further permission of the Grantee. (pg. 7)	Added by Myron Blackmer (within the period of significance), but not specifically contributing.
Roads and Driveways	Grantor may maintain the existing pavement or otherwise resurface those roads, driveways or parking areas in the West Area that are already paved as of the date of this Deed. Grantor shall not pave or otherwise place any impermeable surface on any roads, driveways or parking areas that are unpaved as of the date of this Deed without Grantee's prior written approval. In addition, the Grantor may maintain the Bridge and the road and trail along the Highline Canal and around the pond in the Pond Area, and may relocate the driveway in the East Area. The location of the roads, trails and Bridge are generally depicted on the attached Exhibit B . No such roads or driveways shall be wider than necessary to provide access or to meet local codes for width of access to improvements. (pg. 8)	Not addressed in designation.
Fencing	Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife not inconsistent with the preservation and protection of the Conservation Values without any further permission of Grantee. No white fences are permitted on the Property; all fencing shall be constructed of natural materials, such as split rail and wooden posts, and shall be unpainted. (pg. 8)	Not addressed in designation.

RECORD OF PROCEEDINGS

Minutes of the City Council of the City of Cherry Hills Village, Colorado
held on Tuesday, May 20, 2025 at 6:30 PM
at City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113

City Council held a study session at 5:30 PM.

CALL TO ORDER

Mayor Brown called the meeting to order at 6:30 PM.

ROLL CALL OF MEMBERS

Mayor Katy Brown, Mayor Pro Tem Earl Hoellen, Councilors Doug Robinson, Dave Heller, Susan Maguire, Karen Fisher, and Robert Eber were present on roll call. Also present were City Manager Chris Cramer, City Attorney Kathie Guckenberger, Deputy City Manager/Public Works Director Jay Goldie, Community Development Director Paul Workman, Police Commander Brennan Leininger, Parks Project and Operations Manager Emily Black, and Human Resources Manager Kathryn Ducharme.

Absent: none.

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

Daniel Sechrist, 6112 Blue Ridge Drive, Highlands Ranch, requested the City exempt precious metals from sales tax so that he could open a bullion, precious metals, and coin shop at 1400 East Hampden Avenue.

REPORTS FROM MEMBERS OF CITY BOARDS AND COMMISSIONS

None.

CONSENT AGENDA

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

Item 6a. Approval of May 6, 2025 Minutes

Item 6b. Resolution 19, Series 2025; Approving an Unbudgeted Expenditure and Agreement for Professional Services for Recruiting Services for the Director of Finance and Administration Open Position

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Quincy Farm Visioning (continued from study session)

Council continued their discussion from the study session regarding the draft vision statement:

“Quincy Farm will serve as a cornerstone of Cherry Hills Village’s educational and recreational activities, focusing on open space and the natural and historical values embodied in the Conservation Easement. Visitors to the Farm will experience this unique place through nature walks, guided learning, and community gatherings. Care and maintenance of the Farm will be characterized by responsible stewardship, sustainable management, and habitat conservation.”

Council discussed the relationship between the vision statement and the conservation easement; definitions and possible interpretations of various words such as heritage, recreation, preservation, gatherings, and culture.

Council discussed the draft key principles:

- *“Education about nature, conservation, sustainability, and local history will be core to the public programming*
- *There will be strong involvement with local schools in planning youth and family programs*
- *Outreach and engagement efforts for Quincy Farm will be primarily targeted to the local community*
- *All programs, activities, and site improvements will comply with the Conservation Easement*
- *Private events may be permitted in a way that is consistent with the vision for the property, limit impact to the Farm, and maintain public access to the site.”*

Council agreed with the first key principle as proposed; they agreed to eliminate the second; the majority agreed with the third, with addition of “and schools” at the end; they agreed with the fourth as proposed; regarding the fifth, Council agreed private events may be permitted, with the specific parameters to be determined.

Council discussed what programs, activities, and events would be allowed on the east side and west side; the conservation easement; private events; weddings; potential revenue from private events/weddings; expenditure of public funds.

Council took a recess from 8:31 PM to 8:38 PM.

Council continued their discussion regarding what types of activities would be allowed; the west side versus the east side; private events versus programming; the Barn Party; maximum number of people; amplified music and lighting; hours; alcohol; if a private event could reserve an entire side and close it to the public.

Council discussed having the Parks, Trails and Recreation Commission make recommendations on the parameters for private events; staff noted a lot of work was planned for the east side that would not be completed for at least two years, and discussion of parameters prior to completion of those improvement would be premature.

Council discussed the impact these decisions might have on Council’s eventual decision on the Anderson House. Council agreed to change the fifth key principle to read “...maintain some public access...”.

Laura Christman of the Cherry Hills Land Preserve (CHLP) presented CHLP’s role moving forward as an advisor to the City rather than a partner; they were focused on education, outreach, and programming; the programming resulted in positive feelings in residents about the use of public funds on Quincy Farm.

RECORD OF PROCEEDINGS

Council thanked CHLP for the tremendous work to raise awareness and engagement in quality programming; CHLP would continue to raise funds to cover their costs for programs, strategic assistance to the City, and marketing and research; they would annually assess capital projects for potential fundraising efforts.

Council agreed with staff's proposed timeline on projects: 2025 projects would continue throughout 2025; the draft of the 2026 Annual Plan would be presented to Council in August 2025; the discussion regarding an MOU update with CHLP would begin in late 2025 and continue into 2026; finalization of the goals and objectives in the vision document would occur in 2026; the Council liaison assignment for Quincy Farm would remain active through completion of all of these projects; Council thanked staff.

Hybrid Meetings

City Manager Cramer reported staff had researched other municipalities and agreed most conducted hybrid meetings, and all hybrid meetings were clumsy and awkward; staff did not recommend any technology changes; Greenwood Village had fewer regular meetings per year than Cherry Hills Village; staff recommended if remote participation was allowed it be limited to Council; staff recommended remote participation not be allowed for boards, commissions, and committees; if quasi-judicial matters were not allowed to be hybrid it would be impracticable to schedule, an alternate would be to reduce the number of regular meetings and not allow remote participation; if quasi-judicial matters were allowed to be hybrid staff requested as much notice as possible.

Council agreed, if hybrid meetings were allowed, to limit virtual participation to Council members only, and to limit hybrid meetings to Council meetings only.

Council and staff discussed it would be challenging if not impossible for the Mayor to run the meeting remotely; six weeks' notice of Councilors' intent to participate in a meeting remotely would be ideal, and three weeks' minimum, for staff to be able to schedule quasi-judicial public hearings; Councilors preferred that in-person participants be able to see remote participants and vice versa; the inherent awkwardness of audio and video with hybrid meetings; a trial period would be the same as an actual change since the current policy did not allow remote participation; there was some support for reducing the number of regular meetings per year to 20 instead of having a hybrid option; Councilors participating remotely should log in early and be in a private, secure, focused space with a good internet connection and low noise; potential for negative feelings among Council about which meetings Councilors chose to participate in remotely; concerns about keeping executive sessions confidential; being in person for controversial issues.

Council directed staff to propose policy changes to allow remote participation, for infrequent use for emergency and rare convenience purposes, with the requirements about logging in early and being in a private, secure, focused space with a good internet connection and low noise. Council would discuss allowing remote participation for quasi-judicial matters, public hearings, and executive sessions, further when considering the policy changes.

Council agreed oaths of office should be conducted in person.

REPORTS

Mayor

Mayor Brown discussed the complaint brought by Colorado municipalities against Governor Polis concerning home rule; Council would be watching very closely and considering any actions the City might be interested in taking.

RECORD OF PROCEEDINGS

Members of City Council

Councilor Fisher had no report.

Councilor Robinson had no report.

Councilor Maguire reported on the Arapahoe County Transit Group meeting and the high amount of multifamily development happening in Arapahoe County.

Mayor Pro Tem Hoellen had no report.

Councilor Eber stated he would report next time on the DRCOG meeting; the former hospital in Wheatridge was being proposed for redevelopment into thousands of housing units on 90 acres.

Councilor Heller thanked staff for the Spring Clean Up event; he reported on the Centennial Airport Community Noise Roundtable and the multifamily development happening near the training box.

Mayor Brown noted the planes causing noise issues over the City were from DIA rather than Centennial Airport; she had personally filed a dozen noise complaints.

City Manager and City Staff

City Manager Cramer noted the last phase of the housing legislation activity discussion was scheduled for the June 17th Council meeting.

Deputy City Manager/Director Goldie reported Spring Clean Up went well.

City Attorney

City Attorney Guckenberger had no report.

ADJOURNMENT

The meeting adjourned at 10:37 PM.

(SEAL)



Kathleen Brown, Mayor



Laura Gillespie, City Clerk

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PUBLIC HEARING – RESOLUTION 6, SERIES 2026, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE APPROVING A MINOR SUBDIVISION TO CREATE TWO LOTS FROM ONE LOT AT 1 CHERRY HILLS PARK DRIVE.

DATE: FEBRUARY 17, 2026

ISSUE:

Should the City Council (“Council) vote to approve Resolution 6, Series 2026 (**Exhibit A**), a resolution to approve a Minor Subdivision to create two lots from one lot at 1 Cherry Hills Park Drive?

APPLICANT:

Christopher and Tammy Marsico

APPLICANT’S REPRESENTATIVE:

Spierer/Woodward/Corbalis/Goldberg (SWCG)

ADMINISTRATIVE REVIEW:

Original Application Date: June 4, 2025

Number of Review Cycles: 3

REVIEW AUTHORITY CODE SECTION(S):

Section 17-2-50. – Definitions.¹

Minor Subdivision means any division of land that:

- (1) Divides a parcel of land held in single or common ownership into two (2) lots or parcels;
and
- (2) Does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to lot area, building height, setback, private road or private drive standards, parking, drainage

¹ The full Section is not provided for clarity and brevity.

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requirements or access or public amenities, including public roads, easements, rights-of-way, parks, open space or trails.

Section 17-3-350. – Minor Subdivisions and minor amendment approval procedure.

(a) Commission Hearing.

(1) The Commission shall hold a public hearing to consider the subdivision’s conformance with the requirements of this Code and this Article. The Commission shall notice such hearing in accordance with the public notice requirements in Table 16-7-255D.

(2) The Commission shall recommend approval or approval with conditions or shall reject the minor subdivision or minor amendment.

(b) Council Hearing. Upon a Commission’s recommendation of approval or approval with conditions, the Council shall consider minor subdivision or minor subdivision amendment application at a public hearing and notice such hearing in accordance with the public notice requirements in Table 16-7-255D. Upon a Commission’s rejection, the applicant may appeal to the City Council at a public hearing and notice such hearing in accordance with the public notice requirements in Table 16-7-255D.

SURROUNDING ZONING & LAND USE:

The subject property is currently zoned R-1; 2.5 – Acre Residential District.

Surrounding Zoning and Uses:

North	R-1; Single-family detached homes
East	R-1; Single-family detached homes
South	R-1; Single-family detached homes
West	S. University Blvd with O-1 beyond

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VICINITY MAP:



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REQUEST:

From the Applicant's Narrative (**Exhibit B**):

*"The Applicant desires to re-subdivide the Subject Property into two lots of approximately equal size, which subdivision will revert the Subject Property to the configuration as it existed prior to the consolidation evidenced by that certain Cherry Hills Park No. 1 – Lot Consolidation plat recorded September 12, 2006. For the reasons described in this Project Narrative, we believe that the requested minor subdivision complies with all relevant requirements of the Cherry Hills Code (the "**Code**"), and the City of Cherry Hills (the "**City**") has the authority to approve the Project Application."*

Supporting Document – Plat (**Exhibit C**):

In support of the request, the applicant has submitted a Plat that meets the requirements of the underlying zone district.

Lot Size.

The minimum lot size in the R-1 zone district is 2.5 acres. Proposed Lot 1 is 2.503 acres in area, and proposed Lot 2 is 2.503 acres in area. The proposed lots comply with the minimum lot size requirements due to the inclusion of a portion of the adjacent right-of-way, in accordance with Section 16-9-40, and other documentation related to the Subject Property.

Easements.

All previously recorded easements are shown on the Plat, and no new easements were requested by utility providers.

Drainage.

During this subdivision's original approval, a master drainage plan was approved. As individual lots have been approved for development, each lot has provided a letter of conformance with the master drainage plan or provided a plan for compliance with the assumptions that were made in the original drainage plan. Any future development of Lot 2 will be required to meet these same drainage requirements.

Existing Structure.

As a part of the review of this application, the applicant was required to demonstrate that the existing home on Lot 1 would not be made nonconforming by this subdivision. To document this, the applicant provided a letter (**Exhibit D**) from a licensed and registered surveyor in the State of Colorado, noting that the existing home will continue to meet the setback requirements for the R-1 zone district (75' in the front and 50' in the sides and rear) from the proposed property lines if the subject Plat is approved.

Land Dedication or Fee-in-Lieu of Land Dedication.

The land dedication or fee-in-lieu of land dedication requirement was satisfied as a part of the original subdivision approval by the City in 1997, with the dedication of open space and trail connections. No new dedication or fee-in-lieu of land dedication is required at this time.

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The original approval for the Cherry Hills Park I subdivision occurred in 1997, and the plat for Cherry Hills Park I was recorded on August 28, 1997 (**Exhibit E**). The original approval shows a Lot 1 and a Lot 2 that are in substantially the same configuration as proposed in the current application. On September 21, 1998, the Cherry Hills Park I 1st Amendment was recorded, which consolidated Lot 2 and Lot 3 of the Cherry Hills Park I subdivision (**Exhibit F**). On May 1, 2006, the Cherry Hills Park I 5th Amendment (**Exhibit G**) was recorded, which subdivided the consolidated lots in the Cherry Hills Park I 1st Amendment back into two separate lots (Author's note: the staff report (**Exhibit H**) for that application notes that the land dedication requirement was met with the original subdivision, and no new dedication was required). On September 12, 2006, the Cherry Hills Park No. 1 Lot Consolidation was recorded (**Exhibit I**), which consolidated Lot 1 and Lot 2 of the Cherry Hills Park I subdivision. The subject property has remained in this configuration since 2006.

APPROVAL CRITERIA ANALYSIS:

Section 17-3-360 – Applicant's responses are provided in Exhibit B:

Approval Standards. The recommendation of approval of any minor subdivision by the Commission and any approval or conditional approval by the City Council shall require a finding that the applicant established each of the following by competent and sufficient evidence:

- (1). The proposed subdivision meets the definition of a minor subdivision or minor amendment contained in this Division.

Applicant Analysis:

“Section 17-2-50 of the Code defines a minor subdivision as any division of land that (1) divides a parcel of land held in single common ownership into two (2) lots or parcels, and (2) does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to lot area, building height, setback, private road or private drive standards, parking, drainage requirements or access or public amenities, including public roads, easements, rights-of-way, parks, open space or trails.

This minor subdivision will divide a single parcel of land owned by the Applicant into two lots. Furthermore, as shown in the Minor Subdivision Plat and as described herein and the Setback Letter submitted herewith, the creation of the two lots will not create a parcel that violates or fails to conform to any applicable zoning standards. The new lots will be restored to substantially the same configuration as existed prior to the most recent consolidation, and the lots as they existed previously were approved and accepted as sufficient by the City.”

Staff Analysis:

The proposed application divides a parcel of land that is held in common ownership into two lots, and neither of the proposed lots will violate or fail to conform to any applicable zoning or other standard of the City's code.

This criterion has been met.

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- (2). The proposed subdivision fully conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks and minimum lot sizes.

Applicant Analysis:

“Pursuant to that certain Cherry Hills Village Official Zoning Map dated March 3, 2019, the Subject Property is currently zoned R-1, 2 ½-Acre Residential, which has the following purpose per Table 16-2-10: ‘Provide for residential and agricultural uses on lots 2 ½ acres or more in area.’ As shown in the Minor Subdivision Plat, the new Lot 1 will be 2.503 gross acres, and the new Lot 2 will be 2.503 gross acres, thus satisfying the minimum lot size requirements for the R-1 zoning designation. Furthermore, each of the reinstated lots will be used solely for residential and/or agricultural uses.

As related to the building setback requirements of the Code, the residential home constructed on what will be new Lot 1 was built prior to the consolidation that created the Subject Property, and thus remains in compliance with the building setback requirements of the R-1 zoning designation. There are no improvements currently constructed on what will be new Lot 2, so building setback requirements are not applicable to that lot.”

Staff Analysis:

The proposed use and size of the proposed new lots meet the requirements of the underlying zoning district (R-1, 2 ½-Acre Residential District), and the existing structure on what will be new Lot 1 will meet setback requirements from the new lot lines.

This criterion has been met.

- (3). The proposed subdivision meets or satisfies all other applicable requirements of this Code.

Applicant Analysis:

“This Project Narrative addresses all applicable requirements of the Code and, for the reasons detailed herein, the proposed minor subdivision complies with all such applicable requirements.”

Staff Analysis:

All applicable requirements of the Code have been satisfied, as demonstrated throughout this Staff Report.

This criterion has been met.

- (4). The streets, whether public or private, and all public improvements necessary to serve the subdivision meet or exceed the requirements of the City.

Applicant Analysis:

“With regard to proposed Lot 1, Cherry Hills Park Drive runs immediately adjacent to the lot’s eastern boundary line. Additionally, a paved driveway currently runs directly from the residence on Lot 1 to that adjacent public roadway. It is the opinion of the Applicant that this driveway provides the rights and means of access necessary to serve Lot 1 in accordance with the requirements of the City.

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*With regard to proposed Lot 2, the area of that lot will include a thin rectangular portion of land located between the northeast border of Lot 1 and the southwest border of Lot 3, as highlighted and labeled in Exhibit A (the “**Access Portion**”). The Access Portion connects the otherwise landlocked Lot 2 to Cherry Hills Park Drive, which is the adjacent public roadway. Additionally, a paved driveway currently runs through the Access Portion and up along the existing lot line separating Lot 2 from Lot 3 (the “**Existing Driveway**”). It is the opinion of the Applicant that the Access Portion and the Existing Driveway provide the rights and means of access necessary to serve Lot 2 in accordance with the requirements of the City.”*

Staff Analysis:

All dedication requirements for streets were satisfied with the original application in 1997. Lot 1 of this subdivision is developed and served by the necessary utilities. At such time that Lot 2 is developed, no public improvements will be required. Only private utility improvements will be required, for which the utilities have not expressed concern.

The proposed lot lines for the new Lot 2 ensure access to Cherry Hills Park Drive, and therefore, the new Lot 2 will have legal access to and from a right-of-way.

This criterion has been met.

- (5). Adequate utility easements are established within the affected property to provide service to the lots created by or illustrated upon the minor plat.

Applicant Analysis:

*“With respect to sanitary sewer utility, there exists a 30’ non-exclusive sanitary sewer easement (recorded in the Arapahoe County real property records under reception number A8038614) that runs between what will be designated Lot 1 and Lot 2 (the “**Sewer Easement**”). The Sewer Easement was granted by the Original Development Company to the City of Cherry Hills Village Sanitation District in connection with the original creation of the subdivision of which the Subject Property is a part. The Applicant attests that the Sewer Easement currently does provide, and will continue to provide adequate sanitary sewer service to Lots 1 and 2.*

*With regard to electricity and gas utility, there exists an 8’ non-exclusive utility easement (recorded in the Arapahoe County real property records under reception number A8038440) that runs along the northerly 8 feet and the easterly 8 feet of Lot 1 and also along the easterly 8 feet of Lot 2 contiguous with Cherry Hills Park Drive (the “**Utility Easement**”). The Utility Easement was granted by the Original Development Company to the Public Service Company of Colorado in connection with the original creation of the subdivision of which the Subject Property is a part. Electricity and gas utility lines are both properly stubbed to both Lot 1 and Lot 2. For this reason, the Utility Easement currently does provide, and will continue to provide, adequate electric and gas service to Lots 1 and 2.*

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With regard to domestic water service, there exists a water easement (recorded in the Arapahoe County real property records under reception number A7124610) that runs beneath Cherry Hills Park Drive adjacent to the Subject Property (the "Water Easement"). The Water Easement was granted by the Original Development Company to the City and County of Denver, acting by and through its Board of Water Commissioners, in connection with the original creation of the subdivision of which the Subject Property is a part. For Lot 1, domestic water utilities are properly stubbed and provide water service to the residence and irrigation to the land. Lot 2 also has domestic water utilities properly stubbed and are separately metered from Lot 1 with all tap fees paid. The utility on Lot 2 is currently being used for irrigation only, but it is the belief of the Applicant that this service will provide adequate domestic water service to Lot 2 after subdivision from Lot 1. For these reasons, the Water Easement currently does provide, and will continue to provide, adequate domestic water service to Lots 1 and 2."

Staff Analysis:

There are no changes to existing easements, and any new easements that may be necessary to serve the new Lot 1 and new Lot 2 and requested by the utility providers have been included in the application.

This criterion has been met.

- (6). Existing public trails located within the lots illustrated upon the minor plat are preserved or new trails are dedicated by the plat that will provide, in the opinion of the City, a substantially similar or improved trail system in terms of route, grade, access, surface quality, ease of maintenance and safety.

Applicant Analysis:

"As shown in the Minor Subdivision Plat, there are no existing public trails located within the Subject Property. For this reason, the minor subdivision will result in a substantially similar trail system as exists in the Subject Property's current configuration."

Staff Analysis:

As noted above, there is no requirement for land dedication or a fee-in-lieu of land dedication, as the original Cherry Hills Park I subdivision was determined to satisfy this requirement in 1997. This application does not alter or affect any existing public trails.

This criterion has been met.

- (7). The proposed configuration, shape, arrangement and layout of the lots, conditions placed on the lots and any street do not, in the opinion of the City, create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, or do not substantially and adversely affect adjacent properties.

Applicant Analysis:

"While this criteria item is in the purview of the City to decide, the intent of this minor subdivision is to revert the Subject Property into two lots as they existed previously. The two proposed lots, since previously approved by the City as to configuration, shape, arrangement

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and layout, as well as conditions placed on the lots and any streets, should not create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, and for these same reasons should not substantially or adversely affect adjacent properties.”

Staff Analysis:

The configuration of the lots created by this application are substantially the same as they were established in 1997. Both lots meet the size requirement, provide access to Cherry Hills Park Drive, and accommodate any utility easement that has been requested. There is no adverse effect on any adjacent property.

This criterion has been met.

- (8). The proposed subdivision substantially conforms to the goals and policies of the City’s Master Plan to the extent that such goals and policies establish requirements that are sufficiently specific to permit the Commission or Council to decide that the application and subdivision plat meets or fails to meet such goal or policy.

Applicant Analysis:

“As more specifically detailed throughout this Project Narrative, it is the opinion of the Applicant that the minor subdivision contemplated in this Project Application complies with all of the directly applicable goals and policies of the City’s Master Plan, including specifically as it relates to the Master Plan’s Community Vision. For the reasons outlined below, the Commission and City Council should both properly find that the application and minor subdivision plat meet the goals and policies of the Master Plan.

(a) Community Character. *This component is described in the Master Plan as ‘the preservation, enhancement, and improvement of public and private areas of the City, including streets, streetscapes, trails, and open spaces, should emphasize a pastoral, safe, serene, and open character.’ The scope of work for this project is limited solely to the addition of a lot line to subdivide the property into two lots. Due to this limited scope of work, the community character described in the Master Plan will not be affected or modified, and the minor subdivision therefore complies with this component.*

(b) Land Use. *The Master Plan states that ‘The community very strongly supports maintaining the existing land use pattern in the City.’ The Master Plan’s Land Use Map designates the Subject Property as being ‘Rural-Density Residential.’ The Applicant does not immediately intend to change the land use of either lot, reinstated by this minor subdivision, and so the lots will continue to be used as Rural-Density Residential in compliance with the Master Plan. Furthermore, as detailed in this Project Narrative, the lots reinstated by this minor subdivision will be at least 2.5 acres each, as required by the Land Use Map and the Master Plan, and the Applicant does not intend to expand beyond the 2.5-acre density.*

(c) Parks, Trails & Open Space. *The relevant goals of this component of the Master Plan are stated to be to ‘maintain and improve the current system of City-owned parks, trails, and open space’ and ‘preserve and enhance the system of trails and sidewalks, including conducting and maintaining an inventory of trails and enhancing connectivity.’ The minor subdivision contemplated in this Project Application will make no changes to City-*

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owned parks, trails or open space, which will therefore preserve the City’s system of trails and sidewalks as they currently exist. For those reasons, the minor subdivision complies with this component of the Master Plan.

(d) Transportation. The goals of this component focus primarily on safety and efficiency of the City and its transportation.”

Staff Analysis:

The application is consistent with and furthers or implements the goals and strategies of the Master Plan, including preservation of the semi-rural character of the city, as outlined below.

- A. Consistency with the Vision Statement. “...*It is the desire of the citizens of Cherry Hills Village to maintain and enhance the established character of the community...*”. The character of the Cherry Hills Park I subdivision is one of large lot single-family homes. The approval of this application will not change the character of this subdivision. In fact, it will make the neighborhood more consistent with the originally approved and anticipated number of lots.

- B. Consistency with the Future Land Use Map (“FLUM”). The site is identified for “Rural-Density Residential” uses. Page 23 of the Master Plan defines the uses anticipated for properties designated as “Rural-Density Residential”. Specifically, “*This category is defined by single family residential land uses on parcels of 2.5 acres or larger in size. These properties are typically zoned as R-1.*” The request is to create two lots that are at least 2.5 acres in size and will maintain the R-1 zoning designation.

This criterion has been met.

PUBLIC NOTICE AND COMMENT:

Public Notice:

Notice requirements for public hearings are outlined in Section 16-7-255. A minimum of 15 days prior to the hearing date, a mailed notice of the hearing was sent to all property owners within 1,500 feet by first-class U.S. mail, one public notice sign was posted on the property facing Cherry Hills Park Drive, and notice of the hearing was published in the January 29, 2026, edition of *The Villager*. Notice was also posted on the City’s noticeboard and City website. The notice requirements have been met.

Public Comment(s):

As of the writing of this staff report, staff has not received any public comment related to this application.

PLANNING AND ZONING COMMISSION:

On January 13, 2026, the Planning and Zoning Commission (“Commission”) held a public hearing to discuss the proposed application (**Exhibit J**). After receiving a presentation from staff, the Commission asked questions related to the original number of lots in the subdivision, the access for both lots, and the current status of proposed Lot 2. Staff answered that the proposed Lot 2 is currently undeveloped, and access would be provided via the connection to Cherry Hills

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Park Drive, as it was originally designed. The property owner clarified that proposed Lot 2 has an existing parking lot along the east property line, but is otherwise undeveloped. The applicant also noted that there were 26 lots in the original subdivision. Staff responded that there is existing access for proposed Lot 1 to Cherry Hills Park Drive, and there are no changes considered to access for proposed Lot 1.

At the conclusion of the public hearing, the Commission voted unanimously to recommend that the City Council vote to approve the application.

RECOMMENDED MOTION:

“I move to approve Resolution 6, Series 2026, a resolution by the City Council of the City of Cherry Hills Village to approve a Minor Subdivision request to create two lots from one lot at 1 Cherry Hills Park Drive.”

ATTACHMENTS:

Exhibit A: Resolution 6, Series 2026

Exhibit B: Applicant’s Narrative and Approval Criteria Analysis

Exhibit C: Plat Application

Exhibit D: Surveyor’s Letter

Exhibit E: Cherry Hills Park I

Exhibit F: Cherry Hills Park I 1st Amendment

Exhibit G: Cherry Hills Park I 5th Amendment

Exhibit H: Cherry Hills Park I 5th Amendment Staff Report

Exhibit I: Cherry Hills Park No. 1 Lot Consolidation, Lots 1 and 2

Exhibit J: Draft 1/13/26 Planning and Zoning Commission Meeting Minutes

**RESOLUTION NO. 6
SERIES 2026**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A MINOR SUBDIVISION TO CREATE TWO LOTS FROM ONE LOT
AT 1 CHERRY HILLS PARK DRIVE**

WHEREAS, Christopher J. and Tammy C. Marsico (“Owner”) is the record property owner of the property located at 1 Cherry Hills Park Drive, and more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Property”); and

WHEREAS, Owner plans to subdivide the Property as more thoroughly described in an application for approval of a Minor Subdivision, submitted on June 4, 2025, as amended (“Application”), such Application being authorized by Article III, Chapter 17 of the Cherry Hills Village Municipal Code (“Code”); and

WHEREAS, the Planning and Zoning Commission (“P&Z”) held a duly noticed public hearing on January 13, 2026, to consider the Application, and following the conclusion of the public hearing, P&Z voted to recommend approval of the Application to City Council, based on the evidence and testimony presented at such hearing; and

WHEREAS, pursuant to the Code, the City provided notice of a City Council public hearing to be held on February 17, 2026; and

WHEREAS, the City Council thereafter held such duly-noticed public hearing on the Application, where evidence and testimony were presented to the City Council; and

WHEREAS, the City Council determines that testimony and other evidence in the record supports findings that the proposed Minor Subdivision, as presented in the Application, and outlined by staff’s findings in staff’s report, meets the criteria outlined in Section 17-3-360 of the Code and all other applicable provisions of the Code and does so find.

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

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

Section 2. Minor Subdivision Approved. The minor subdivision referenced herein is hereby approved.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

Section 4. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

Section 5. Severability. If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

Introduced, passed and adopted at a regular meeting of City Council this __ day of _____, 2026, by a vote of _ yes and _ no.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

Exhibit A
Legal Description

1 CHERRY HILLS PARK DRIVE, CHERRY HILLS VILLAGE, CO 80113
LEGAL DESCRIPTION:

CHERRY HILLS PARK NO. 1 – LOT CONSOLIDATION, LOT 1A

Project Narrative for the Minor Subdivision of 1 Cherry Hills Park Drive

This Project Narrative for the Minor Subdivision of 1 Cherry Hills Park Drive (this “**Project Narrative**”) is given by Christopher Marsico (the “**Applicant**”) as part of that certain Project Application (the “**Project Application**”) for the proposed minor subdivision of the property commonly known as 1 Cherry Hills Park Drive, Englewood, CO 80113, as depicted in that certain minor subdivision plat submitted as a part of this Project Narrative and attached hereto as Exhibit A (the “**Minor Subdivision Plat**”) (such property defined herein as the “**Subject Property**”). The Applicant desires to re-subdivide the Subject Property into two lots of approximately equal size, which subdivision will revert the Subject Property to the configuration as it existed prior to the consolidation evidenced by that certain Cherry Hills Park No. 1 – Lot Consolidation plat recorded September 12, 2006. For the reasons described in this Project Narrative, we believe that the requested minor subdivision complies with all relevant requirements of the Cherry Hills Code (the “**Code**”), and the City of Cherry Hills (the “**City**”) has the authority to approve the Project Application.

Background

The Subject Property is situated in the subdivision known as Cherry Hills Park I. The Subject Property has gone through several reconfigurations since its initial development by Cherry Hills Park Development Company (the “**Original Development Company**”) in 1997. The following represent the historical configuration and reconfigurations of the three lots relevant to the Subject Property and this Project Application (lots 1, 2 and 3 of the Cherry Hills Park I subdivision):

(1) As shown in that certain Cherry Hills Park I plat recorded May 20, 1997, attached hereto as Exhibit B, Lots 1, 2 and 3 were originally configured and developed as separate lots. The Subject Property comprised lots 1 and 2 thereon.

(2) As shown in that certain Cherry Hills Park I 1st Amendment plat recorded September 21, 1998, attached hereto as Exhibit C, Lot 2 and Lot 3 were consolidated into one large lot designated “2 Cherry Hills Park Drive Lot 1.”

(3) As shown in that certain Cherry Hills Park I – 5th Amendment plat recorded May 1, 2006, attached hereto as Exhibit D, the new 2 Cherry Hills Park Drive Lot 1 was then re-subdivided into substantially the same configuration as existed previously, which resulted in two lots which were again designated “Lot 2” and “Lot 3.”

(4) As shown in that certain Cherry Hills Park No. 1 – Lot Consolidation plat recorded September 12, 2006, attached hereto as Exhibit E, Lot 1 and the newly designated Lot 2 were then consolidated into one large lot designated “Lot 1A.”

The Applicant now desires to re-subdivide the Subject Property (currently designated as Lot 1A) with the purpose of restoring the lot lines to substantially the same configuration as existed pursuant to that certain Cherry Hills Park I – 5th Amendment plat recorded May 1, 2006.

Scope of Work

The scope of work anticipated for this Project Application consists solely of the subdivision of the Subject Property in accordance with the City’s “minor subdivision” process and requirements. This work

is anticipated to culminate in approval of a final plat and recordation of same, with two resulting lots in a configuration substantially similar to the configuration that existed prior to the consolidation of Lot 1A. There is no physical construction work contemplated in this Project Application.

Land Dedication Requirements

Per separate comment from the City, the Applicant understands that a land dedication or fee-in-lieu of land dedication will not be required in connection with this Project Application.

Approval Criteria Analysis

Section 17-3-360 of the Code dictates the approval criteria for minor subdivisions. The Code requires that any minor subdivision satisfy all eight of the approval criteria by competent and sufficient evidence. For the reasons described below, we believe this minor subdivision satisfies all eight approval criteria. Therefore, we suggest and request that the City Planning and Zoning Commission (the “**Commission**”) may properly recommend approval of the requested minor subdivision and that the City Council of the City of Cherry Hills Village (the “**City Council**”) may properly accept the subdivision plat for filing.

(1) The proposed subdivision meets the definition of a minor subdivision or minor amendment contained in this Division.

Section 17-2-50 of the Code defines a minor subdivision as any division of land that (1) divides a parcel of land held in single or common ownership into two (2) lots or parcels, and (2) does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to lot area, building height, setback, private road or private drive standards, parking, drainage requirements or access or public amenities, including public roads, easements, rights-of-way, parks, open spaces or trails.

This minor subdivision will divide a single parcel of land owned by the Applicant into two lots. Furthermore, as shown in the Minor Subdivision Plat and as described herein and the Setback Letter submitted herewith, the creation of the two lots will not create a parcel that violates or fails to conform to any applicable zoning or other standards. The new lots will be restored to substantially the same configuration as existed prior to the most recent consolidation, and the lots as they existed previously were approved and accepted as sufficient by the City.

(2) The proposed subdivision fully conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks and minimum lot sizes.

Pursuant to that certain Cherry Hills Village Official Zoning Map dated March 3, 2019, the Subject Property is currently zoned R-1, 2 1/2-Acre Residential, which has the following purpose per Table 16-2-10: “Provide for residential and agricultural uses on lots of 2 1/2 acres or more in area.” As shown in the Minor Subdivision Plat, the new Lot 1 will be 2.503 gross acres, and the new Lot 2 will be 2.503 gross acres, thus satisfying the minimum lot size requirements for the R-1 zoning designation. Furthermore, each of the reinstated lots will be used solely for residential and/or agricultural uses.

As related to the building setback requirements of the Code, the residential home constructed on what will be the new Lot 1 was built prior to the consolidation that created the Subject Property, and thus remains in compliance with the building setback requirements of the R-1 zoning designation. There are no improvements currently constructed on what will be the new Lot 2, so building setback requirements are not applicable to that lot.

(3) The proposed subdivision meets or satisfies all other applicable requirements of this Code.

This Project Narrative addresses all applicable requirements of the Code and, for the reasons detailed herein, the proposed minor subdivision complies with all such applicable requirements.

(4) The streets, whether public or private, and all public improvements necessary to serve the subdivision meet or exceed the requirements of the City.

With regard to proposed Lot 1, Cherry Hills Park Drive runs immediately adjacent to the lot's eastern boundary line. Additionally, a paved driveway currently runs directly from the residence on Lot 1 to that adjacent public roadway. It is the opinion of the Applicant that this driveway provides the rights and means of access necessary to serve Lot 1 in accordance with the requirements of the City.

With regard to proposed Lot 2, the area of that lot will include a thin rectangular portion of land located between the northeast border of Lot 1 and the southwest border of Lot 3, as highlighted and labeled in Exhibit A (the "**Access Portion**"). The Access Portion connects the otherwise landlocked Lot 2 to Cherry Hills Park Drive, which is the adjacent public roadway. Additionally, a paved driveway currently runs through the Access Portion and up along the existing lot line separating Lot 2 from Lot 3 (the "**Existing Driveway**"). It is the opinion of the Applicant that the Access Portion and the Existing Driveway provide the rights and means of access necessary to serve Lot 2 in accordance with the requirements of the City.

(5) Adequate utility easements are established within the affected property to provide service to the lots created by or illustrated upon the minor plat.

With regard to sanitary sewer utility, there exists a 30' non-exclusive sanitary sewer easement (recorded in the Arapahoe County real property records under reception number A8038614) that runs between what will be designated Lot 1 and Lot 2 (the "**Sewer Easement**"). The Sewer Easement was granted by the Original Development Company to the City of Cherry Hills Village Sanitation District in connection with the original creation of the subdivision of which the Subject Property is a part. The Applicant attests that that the Sewer Easement currently does provide, and will continue to provide, adequate sanitary sewer service to Lots 1 and 2.

With regard to electricity and gas utility, there exists an 8' non-exclusive utility easement (recorded in the Arapahoe County real property records under reception number A8038440) that runs along the northerly 8 feet and the easterly 8 feet of Lot 1 and also along the easterly 8 feet of Lot 2 contiguous with Cherry Hills Park Drive (the "**Utility Easement**"). The Utility Easement was granted by the Original Development Company to the Public Service Company of Colorado in connection with the original creation of the subdivision of which the Subject Property is a part. Electricity and gas utilities lines are both properly stubbed to both Lot 1 and Lot 2. For this reason, the Utility Easement currently does provide, and will continue to provide, adequate electric and gas service to Lots 1 and 2.

With regard to domestic water service, there exists a water easement (recorded in the Arapahoe County real property records under reception number A7124610) that runs beneath Cherry Hills Park Drive adjacent to the Subject Property (the “**Water Easement**”). The Water Easement was granted by the Original Development Company to the City and County of Denver, acting by and through its Board of Water Commissioners, in connection with the original creation of the subdivision of which the Subject Property is a part. For Lot 1, domestic water utilities are properly stubbed and provide water service to the residence and irrigation to the land. Lot 2 also has domestic water utilities properly stubbed and are separately metered from Lot 1 with all tap fees paid. The utility on Lot 2 is currently being used for irrigation only, but it is the belief of the Applicant that this service will provide adequate domestic water service to Lot 2 after subdivision from Lot 1. For these reasons, the Water Easement currently does provide, and will continue to provide, adequate domestic water service to Lots 1 and 2.

(6) Existing public trails located within the lots illustrated upon the minor plat are preserved or new trails are dedicated by the plat that will provide, in the opinion of the City, a substantially similar or improved trail system in terms of route, grade, access, surface quality, ease of maintenance and safety.

As shown in the Minor Subdivision Plat, there are no existing public trails located within the Subject Property. For this reason, the minor subdivision will result in a substantially similar City trail system as exists in the Subject Property’s current configuration.

(7) The proposed configuration, shape, arrangement and layout of the lots, conditions placed on the lots and any streets do not, in the opinion of the City, create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, or do not substantially and adversely affect adjacent properties.

While this criteria item is in the purview of the City to decide, the intent of this minor subdivision is to revert the Subject Property into two lots as they existed previously. The two proposed lots, since previously approved by the City as to configuration, shape, arrangement and layout, as well as conditions placed on the lots and any streets, should not create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, and for these same reasons should not substantially or adversely affect adjacent properties.

(8) The proposed subdivision substantially conforms to the goals and policies of the City’s Master Plan to the extent that such goals and policies establish requirements that are sufficiently specific to permit the Commission or Council to decide that the application and subdivision plat meets or fails to meet such goal or policy.

As more specifically detailed throughout this Project Application, it is the opinion of the Applicant that the minor subdivision contemplated in this Project Application complies with all of the directly applicable goals and policies of the City’s Master Plan, including specifically as it relates to the Master Plan’s Community Vision. For the reasons outlined below, the Commission and City Council should both properly find that the application and minor subdivision plat meet the goals and policies of the Master Plan.

(a) Community Character. This component is described in the Master Plan as “the preservation, enhancement, and improvement of public and private areas of the City, including streets, streetscapes, trails, and open spaces, should emphasize a pastoral, safe, serene, and open character.” The

scope of work for this project is limited solely to the addition of a lot line to subdivide the property into two lots. Due to this limited scope of work, the community character described in the Master Plan will not be affected or modified, and the minor subdivision therefore complies with this component.

(b) Land Use. The Master Plan states that “The community very strongly supports maintaining the existing land use pattern in the City.” The Master Plan’s Land Use Map designates the Subject Property as being “Rural-Density Residential.” The Applicant does not immediately intend to change the land use of either lot reinstated by this minor subdivision, and so the lots will continue to be used as Rural-Density Residential in compliance with the Master Plan. Furthermore, as detailed in this Project Narrative, the lots reinstated by the minor subdivision will be at least 2.5 acres each, as required by the Land Use Map and the Master Plan, and the Applicant does not intend to expand beyond that 2.5 acre density.

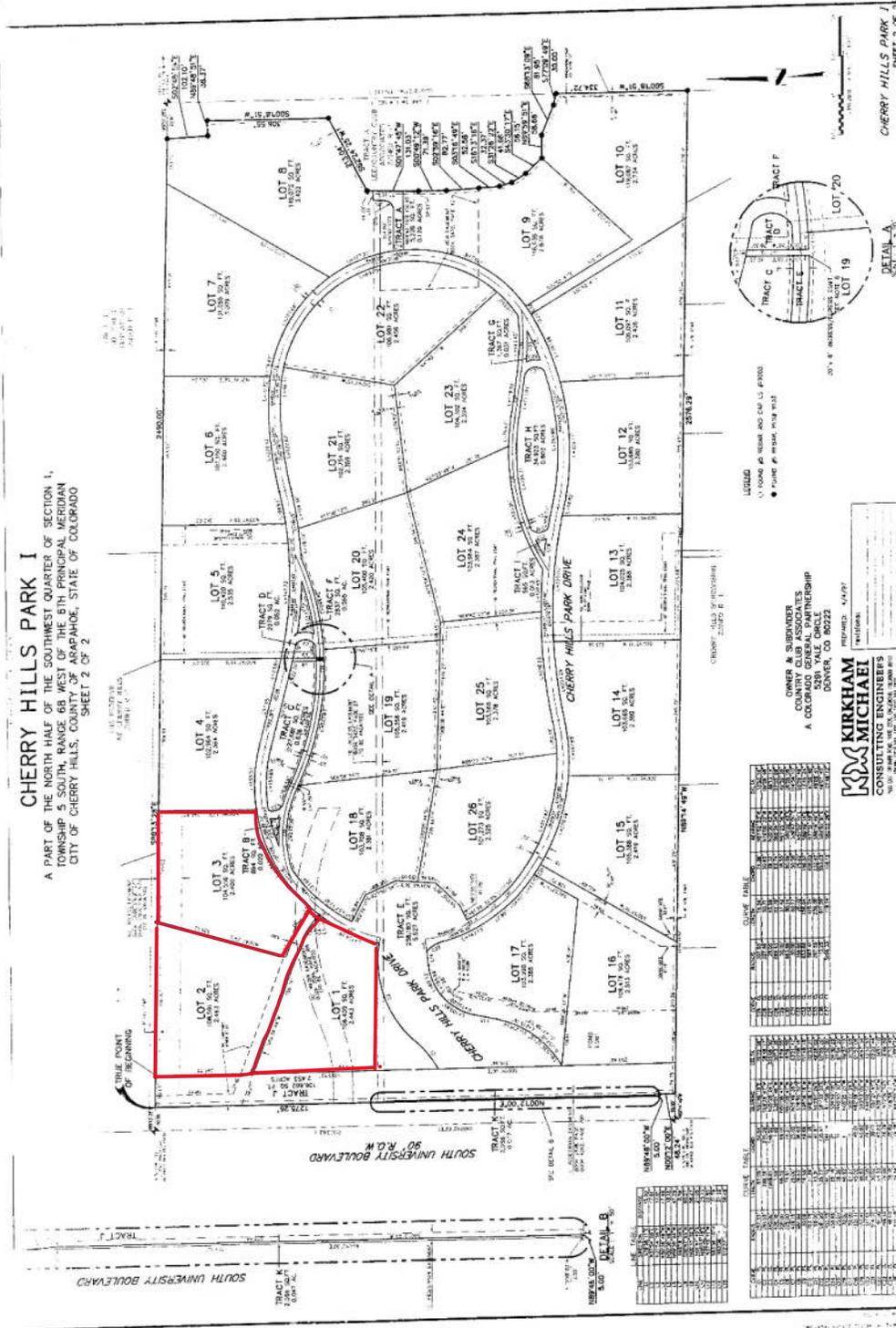
(c) Parks, Trails & Open Space. The relevant goals of this component of the Master Plan are stated to be to “maintain and improve the current system of City-owned parks, trails, and open space” and “preserve and enhance the system of trails and sidewalks, including conducting and maintaining an inventory of trails and enhancing connectivity.” The minor subdivision contemplated in this Project Application will make no changes to City-owned parks, trails or open space, which will therefore preserve the City’s system of trails and sidewalks as they currently exist. For these reasons, the minor subdivision complies with this component of the Master Plan.

(d) Transportation. The goals of this component focus primarily on safety and efficiency of the City and its transportation. This minor subdivision will not change or modify the roads or sidewalks adjacent to the Subject Property and therefore will have no negative effect on either the safety or the efficiency of City transportation. For this reason, the minor subdivision complies with this component of the Master Plan.

(e) Infrastructure / Facilities. The goals of this component focus primarily on the importance of drainage and communications utilities in the City. As described above, both of the lots to be reinstated have easements (or abut a right of way with applicable easements) for utilities that were previously requested by the City and granted by the owners of the land at that time. These easements will remain in place following the minor subdivision, which will allow for the continued use of those easements by the City, advancing the goals of this component.

(f) Sustainability & Reliability. The goals of this component focus primarily on reducing the City’s environmental footprint, water conservation and reducing natural hazards. Given the limited scope of this minor subdivision, the footprint, water conservation efforts and natural hazard reduction efforts should not be impacted by the creation of the two lots. For these reasons, this minor subdivision complies with this component.

EXHIBIT B
TO PROJECT NARRATIVE
Plat - Cherry Hills Park I



MINOR SUBDIVISION CHERRY HILLS PARK NO.1 - 6TH AMENDMENT

BEING A LOT SUBDIVISION OF LOT 1A, CHERRY HILLS PARK NO. 1 - LOT CONSOLIDATION,
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
CITY OF CHERRY HILLS, COUNTY OF ARAPAHOE, STATE OF COLORADO.
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP AND DEDICATION STATEMENT

KNOW ALL MEN BY THIS PRESENTS, THAT THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LAND DESCRIBED IN THIS PLAT IN THE CITY OF CHERRY HILLS VILLAGE, ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LOT 1A, CHERRY HILLS PARK NO. 1 - LOT CONSOLIDATION, COUNTY OF ARAPAHOE, STATE OF COLORADO

CONTAINING 215,000 SQ.FT OR 4.93 ACRES, MORE OR LESS.

HEREBY DEDICATES TO THE CITY OF CHERRY HILLS VILLAGE, COLORADO THE UTILITY, ACCESS, AND OTHER EASEMENTS AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED AND ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES. THE UNDERSIGNED GRANTS THE CITY OF CHERRY HILLS VILLAGE A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE, AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES AND TO MAINTAIN, OPERATE, AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION, AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE CITY OF CHERRY HILLS VILLAGE IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. ALL TRAIL EASEMENTS SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE CITY OF CHERRY HILLS VILLAGE FOR PUBLIC USES AND PURPOSES.

EXECUTED THIS _____ DAY OF _____, 20____

OWNER(S):

CHRISTOPHER J. MARSICO

TAMMY C. MARSICO

STATE OF _____ }
 } SS.
COUNTY OF _____ }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,

BY CHRISTOPHER J. MARSICO AND TAMMY C. MARSICO.

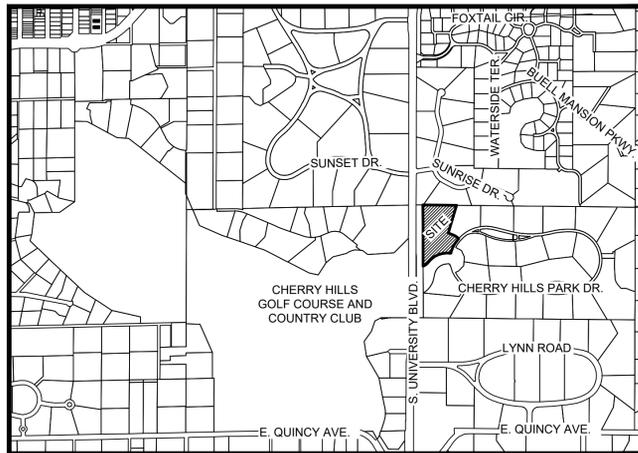
WITNESS MY HAND AND OFFICIAL SEAL _____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTE: THERE ARE NO LIENHOLDERS FOR THE SURVEYED PROPERTY.

PURPOSE OF THE SUBDIVISION:

THIS MINOR SUBDIVISION PLAT DIVIDES LOT 1A CHERRY HILLS PARK NO.1 - LOT CONSOLIDATION INTO TWO LOTS TO BE KNOWN AS LOT 1 AND LOT 2, CHERRY HILLS PARK NO.1 - 6TH AMENDMENT. NO OTHER AMENDMENT OR MODIFICATION OF THE UNDERLYING RECORDED SUBDIVISION PLAT(S) THAT INCLUDE THE SUBJECT LAND OF THIS PLAT IS INTENDED.



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. RND70832286-4 ISSUED BY LAND TITLE GUARANTEE COMPANY AND HAVING AN EFFECTIVE DATE OF AUGUST 14, 2025 AT 5:00 P.M.
- ALL DIMENSIONS AS SHOWN HEREON ARE RECORD AND MEASURED, UNLESS OTHERWISE STATED OR SHOWN.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THE FIELD WORK WAS COMPLETED APRIL 2, 2024.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS SHOWN ON THE FINAL PLAT OF CHERRY HILLS PARK 1 RECORDED AT RECEPTION NO. A7107627 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX W/ ILLIBLE STAMPING AND THE EAST END BY A FOUND FOUND 3-1/4" ALUM. CAP IN RANGE BOX STAMPED PLS 19003, HAVING AN ASSUMED BEARING OF SOUTH 89°13'28" EAST.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- ANY CONSTRUCTION ACROSS AN EXISTING SUBDIVISION PROPERTY LINE IS IN VIOLATION OF THE CITY'S MUNICIPAL CODE.
- ANY DIVISION OF AN EXISTING LOT, OR CONVEYANCE OF PART OF AN EXISTING LOT, IS IN VIOLATION OF THE CITY'S MUNICIPAL CODE, UNLESS EXPRESSLY EXEMPTED.
- MAINTENANCE OF DRAINAGE FACILITIES: THE OWNER(S) IN POSSESSION SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED THEREON. IF AT ANY TIME, FOLLOWING CERTIFICATION OF SAID DRAINAGE FACILITIES, THE CITY DEEMS THAT SAID DRAINAGE FACILITIES NO LONGER COMPLY WITH THE APPROVED PLANS, THE OWNER(S) IN POSSESSION SHALL RESTORE SUCH FACILITIES TO THE STANDARDS AND SPECIFICATIONS AS SHOWN ON THE APPROVED DRAINAGE PLANS. FAILURE TO MAINTAIN THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTION OF SAID DRAINAGE FACILITIES FOLLOWING CERTIFICATION WILL RESULT IN THE CITY NOTIFYING ALL PROPERTY OWNERS WHOSE PROPERTY CONTRIBUTES TO THE FACILITY AS TO THE NATURE OF THE WORK REQUIRED TO BRING THE FACILITY INTO COMPLIANCE. TOGETHER WITH A REQUEST FOR THE REQUEST FOR THE WORK TO BE PERFORMED IN A REASONABLE TIME PERIOD. IF THE DRAINAGE FACILITY IS NOT SUBSEQUENTLY BROUGHT INTO COMPLIANCE WITH THE APPROVED DRAINAGE PLANS BY THE OWNER(S) IN POSSESSION, OR AN EMERGENCY SITUATION EXISTS, THE CITY MAY ENTER ONTO THE PROPERTY, CAUSE THE NECESSARY WORK TO BE PERFORMED AND FILE A LIEN AGAINST ALL PROPERTIES CONTRIBUTING TO THE DRAINAGE FACILITY.
- THERE IS HEREBY RESERVED AN EASEMENT OVER AND ACROSS EACH LOT FOR THE PURPOSE OF ALLOWING STORMWATER FLOWS IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND APPROVED DRAINAGE PLAN FOR THE SUBDIVISION, AS AMENDED FROM TIME TO TIME.
- THE CITY DOES NOT CONSIDER, INTERPRET, OR APPLY DEED RESTRICTIONS OR COVENANTS UNLESS THE CITY IS A PART TO OR BENEFICIARY THEREOF, INCLUDING COVENANTS, CONDITIONS, AND RESTRICTIONS IN DECLARATIONS RECORDED AGAINST THE SUBJECT LAND PURSUANT TO THE COLORADO COMMON INTEREST OWNERSHIP ACT (PRIVATE COVENANTS). THE CITY'S APPROVAL OF THIS PLAT DOES NOT WARRANT OR CONFIRM THAT ALL APPROVALS REQUIRED BY PRIVATE COVENANTS, IF ANY, WERE OBTAINED OR REVIEWED BY THE CITY, NOR DOES THE CITY'S APPROVAL OF THIS PLAT TERMINATE OR VACATE ANY PRIVATE COVENANTS.
- THIS PROPERTY MAY BE SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS AS SHOWN HEREON AND AS CONTAINED IN THE FOLLOWING INSTRUMENTS:
 - TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED FEBRUARY 08, 1962 IN BOOK 1318 AT PAGE 210.
 - ANY TAX LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF THE SUBJECT PROPERTY TO THE CASTLEWOOD FIRE PROTECTION DISTRICT, AS DISCLOSED BY THE INSTRUMENT RECORDED SEPTEMBER 14, 1989 IN BOOK 5772 AT PAGE 590.
 - ANY TAX LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF THE SUBJECT PROPERTY IN THE SOUTH SUBURBAN PARK AND RECREATION DISTRICT, AS DISCLOSED BY THE INSTRUMENT RECORDED APRIL 27, 1990 IN BOOK 5914 AT PAGE 733.
 - TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 65 SERIES OF 1995 RECORDED NOVEMBER 30, 1995 AT RECEPTION NO. A5126743.
 - RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING AN COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARTIAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 03, 1998, UNDER RECEPTION NO. A8047872.
 - TERMS, CONDITIONS AND PROVISIONS OF LOT DECLARATION RECORDED OCTOBER 07, 1998 AT RECEPTION NUMBER A8160677.
 - TERMS, CONDITIONS AND PROVISIONS OF THE EASEMENT AGREEMENT RECORDED JULY 01, 1988 IN BOOK 5472 AT PAGE 42, AN EASEMENT AGREEMENT RECORDED MARCH 20, 1998 AT RECEPTION NO. A8038616, TOGETHER WITH THE ACCESS EASEMENT AGREEMENT RECORDED APRIL 03, 1998 AT RECEPTION NO. A8047871 AND REFERENCED WITHIN THE TITLE COMMITMENT DO NOT LIE WITHIN THE PROPOSED PLATTED PROPERTY.
 - RIGHT-OF-WAY AGREEMENT RECORDED MARCH 23, 1982 IN BOOK 3596 AT PAGE 386.
 - TERMS, CONDITIONS AND PROVISIONS OF NOTICE RECORDED OCTOBER 13, 1988 IN BOOK 5551 AT PAGE 29.

LAND USE TABLE				
	GROSS AREA	NET AREA	STREETS	EASEMENTS
LOT 1	108,959 SQ FT	106,409 SQ FT	2,550 SQ FT	24,826 SQ FT
	2.50 AC	2.44 AC	0.06 AC	0.57 AC
LOT 2	108,966 SQ FT	108,591 SQ FT	375 SQ FT	130,898 SQ FT
	2.50 AC	2.49 AC	0.01 AC	3.01 AC

NOTE: AS ALLOWED BY THE MUNICIPAL CODE, THE AREA OF LOT 1 AND 2 HAVE A PORTION OF TRACT E ADDED TO THE AREA OF THE RESPECTIVE LOTS IN ORDER TO ACHIEVE A MINIMUM GROSS AREA OF 2.5 ACRES.

CITY OF CHERRY HILLS VILLAGE APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE AND APPROVED FOR RECORDATION WITH THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE PURSUANT TO CHAPTER 17, ARTICLE VI OF THE CITY CODE FOR THE CITY OF CHERRY HILLS VILLAGE THIS _____ DAY OF _____, 20____, BY RESOLUTION NUMBER: _____

ALL DEDICATIONS, IF ANY, OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PARKS, OPEN SPACES, TRAILS, PUBLIC EASEMENTS, AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON AND SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS. THE CITY DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE CITY, AND FURTHER RESERVES ITS RIGHT TO REMOVE OR REQUIRE THE OWNER(S) TO REMOVE, AT THE SOLE EXPENSE OF THE OWNER(S), ANY OBJECTS IN THE EASEMENT THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE.

SIGNATURE _____

TITLE _____

SURVEYOR'S CERTIFICATION:

I, SHAWN D. CLARKE, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY OF MINOR SUBDIVISION CHERRY HILLS PARK NO.1 - 6TH AMENDMENT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____ AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS, OR SURVEYING OF LAND, AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE CHERRY HILLS VILLAGE SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESS OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SURVEY THEREOF.

SHAWN D. CLARKE, PLS 38061
SCLARKE@HKSENG.COM

FOR AND ON BEHALF OF
HARRIS KOCHER SMITH
1290 BROADWAY, STE 800
DENVER, CO 80203

DRAFT

CLERK & RECORDER'S CERTIFICATE:

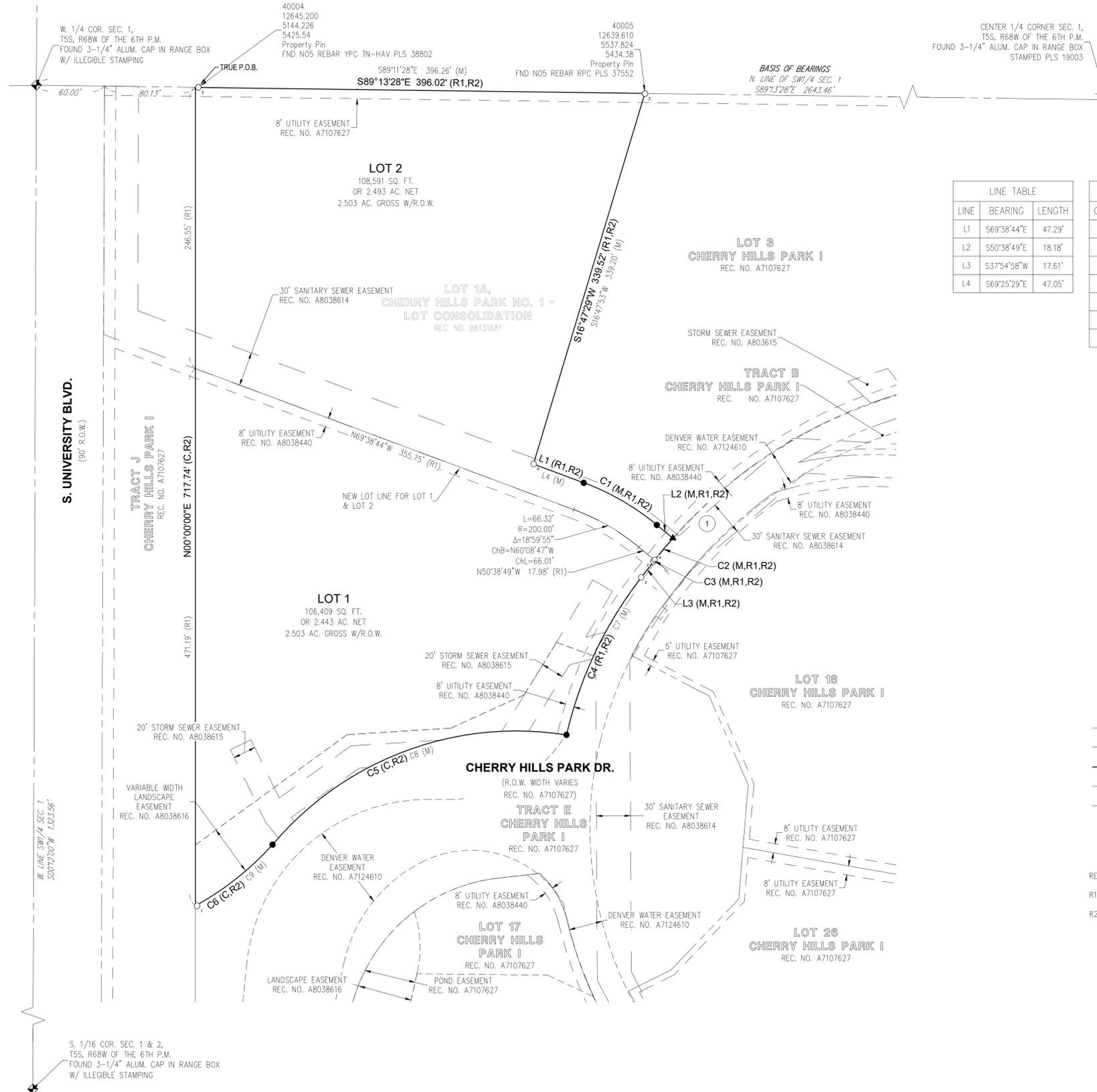
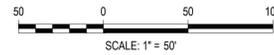
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____ (A.M./P.M.) ON THE _____ DAY OF _____, A.D., 20____ IN BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____

CLERK AND RECORDER _____

BY _____
DEPUTY CLERK AND RECORDER

MINOR SUBDIVISION CHERRY HILLS PARK NO.1 - 6TH AMENDMENT

BEING A LOT SUBDIVISION OF LOT 1A, CHERRY HILLS PARK NO. 1 - LOT CONSOLIDATION,
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
CITY OF CHERRY HILLS, COUNTY OF ARAPAHOE, STATE OF COLORADO. SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°38'44"E	47.29'
L2	S50°38'49"E	18.18'
L3	S37°54'58"W	17.61'
L4	S69°25'29"E	47.05'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	225.00'	18°59'55"	74.61'	S60°08'46"E	74.27'
C2	426.16'	3°21'43"	25.01'	S39°49'27"W	25.00'
C3	426.16'	0°13'38"	1.69'	S38°01'46"W	1.69'
C4	355.00'	24°53'08"	154.19'	S25°28'23"W	152.98'
C7	355.00'	24°53'07"	154.19'	S25°28'17"W	152.98'
C8	281.53'	58°46'21"	288.79'	S69°36'47"W	276.29'
C9	257.39'	19°22'37"	87.05'	S51°46'12"W	86.63'

LEGEND

- ◊ FOUND SECTION CORNER AS DESCRIBED
- FOUND NO. 5 REBAR, NO CAP
2' W/C TO EAST
- FOUND NO. 5 REBAR W/GREEN PLASTIC CAP
STAMPED PLS 38164
- FOUND NO. 5 REBAR W/BROKEN RED PLASTIC CAP
ILLEGIBLE
- FOUND MAGNAIL W/ 1" BRASS TAG
STAMPED PLS 38164
- FOUND NO. 5 REBAR W/ YELLOW PLASTIC CAP
STAMPED PLS38002, 2' W/C TO THE EAST
- FOUND NO. 5 REBAR
NO CAP
- SET #5X18" REBAR
W/ RED PLASTIC CAP, PLS 38061
- ▲ SET MAG NAIL
W/ 1" BRASS TAG PLS 38061

- SECTION LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE

REFERENCED DOCUMENTS

- R1 - PLAT OF CHERRY HILLS PARK I, REC. NO. A7107627
- R2 - PLAT OF CHERRY HILLS PARK NO.1 - LOT CONSOLIDATION, REC. NO. B6131681

FILEPATH: P:\2024\240358\SURVEY\PLAT_240358.DWG LAYOUT SHEET 2
NO. 1202513951P BY: SHAWN CLARKE

PREPARED BY: **HKS HARRIS KOCHER SMITH**
 1290 Broadway, Suite 800
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

PROJECT #: 240358



October 13, 2025

Jake Hedgpeth, Attorney
Spierer, Woodward, Corbalis, Goldberg
Attorneys at Law, A Professional Corporation

5050 South Syracuse Street, Suite 900
Denver, Colorado 80237
303.792.3456
jacob.hedgpeth@practicallawyer.com

Re: 1 Cherry Hills Park Drive

HKS Project No. 240358

Jake,

As part of the platting process for 1 Cherry Hills Park Drive, The City of Cherry Hills Village has requested the verification of the existing house in relation to the newly platted property lines for the proposed Lot 1 of Cherry Hills Park I – Lot Consolidation Minor Subdivision. To facilitate this, I was provided with Sheet 2 of an Improvement Location Certificate (ILC) prepared by KMD inc. dated 11/12/01.

I identified seven (7) locations from the ILC that showed a tie distance from the existing structure to the record property lines per Cherry Hills Park I, as recorded under Reception Number A7107627. These locations on the house were surveyed and the tie distances are denoted in red on the provided ILC. The red tie distances are from the existing structure to the property lines per the proposed Cherry Hills Park I – Lot Consolidation Minor Subdivision. I have attached this as Exhibit A showing the comparison of the tie distances.

Please contact me if you have any questions or require additional information at sclarke@hkseng.com or 303-623-6300.

Sincerely,
HARRIS KOCHER SMITH

A handwritten signature in blue ink that reads 'Shawn D. Clarke'.

Shawn D. Clarke, PLS
Survey Project Manager II

FINAL PLAT
CHERRY HILLS PARK I

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF CHERRY HILLS, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 1 OF 2

Certificate of Dedication and Ownership:

Know all men by these presents, that the undersigned, Country Club Associates, A Colorado General Partnership, and Cherry Hills Country Club, a Colorado Corporation, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the City of Cherry Hills Village, Arapahoe County, Colorado, described as follows:

A parcel of land being all of Tract B of Lee/Country Club Associates Plat, recorded in Book 98 at Page 80 of the Official Records of Arapahoe County Clerk and Recorders Office and being a portion of unplatted ground situated in the North half of the Southwest one-quarter of Section 1, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Cherry Hills Village, County of Arapahoe, State of Colorado being more particularly described as follows:

Commencing at the West one-quarter corner of Section 1, Township 5 South, Range 68 West of the Sixth Principal Meridian;

Thence South 89°13'28" East along the North line of said Southwest one-quarter 60.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said North line South 89°13'28" East a distance of 2490.00 feet to the Northeast corner of said Tract B;

Thence along the East line of Tract B the following fifteen (15) courses:

- 1. Thence South 02°48'56" East, a distance of 102.10 feet to a point;
- 2. Thence North 89°48'51" East a distance of 38.37 feet to a point;
- 3. Thence South 00°18'51" West a distance of 306.55 feet to a point;
- 4. Thence South 62°24'25" West a distance of 213.04 feet to a point;
- 5. Thence South 01°47'45" West a distance of 131.03 feet to a point;
- 6. Thence South 00°49'12" West a distance of 71.39 feet to a point;
- 7. Thence South 02°59'16" East a distance of 82.77 feet to a point;
- 8. Thence South 03°16'49" East a distance of 52.58 feet to a point;
- 9. Thence South 16°13'16" East a distance of 32.37 feet to a point;
- 10. Thence South 31°26'22" East a distance of 41.66 feet to a point;
- 11. Thence South 43°30'17" East a distance of 56.15 feet to a point;
- 12. Thence North 89°59'51" East a distance of 58.66 feet to a point;
- 13. Thence South 68°13'09" East a distance of 81.95 feet to a point;
- 14. Thence South 77°09'49" East a distance of 30.00 feet to a point;
- 15. Thence South 00°18'51" West a distance of 334.72 feet to a point on the South line of the North one-half of said Southwest one-quarter;

Thence along said South line North 89°14'49" West a distance of 2576.29 feet to the Southeast corner of a parcel of land recorded in Book 1486 at Page 320 of the Official Records of Arapahoe County Clerk and Recorders Office;

Thence along the East line of said parcel North 00°12'00" East a distance of 48.24 feet;

Thence North 89°48'00" West a distance of 5.00 feet to a point on the easterly right-of-way of South University Boulevard;

Thence North 00°12'00" East along said right-of-way line a distance of 1275.26 feet to the POINT OF BEGINNING.

Said parcel contains 75.12 acres more or less.

have by these presents laid out, platted and subdivided the same into lots and tracts, as shown on this plat, under the name and style of Cherry Hills Park I, and do hereby dedicate to the public all utility easements and dedicate to the City of Cherry Hills Village all recreational trail easements as shown on said plat.

The undersigned hereby further dedicate to the public utilities the right to install, maintain and operate mains, transmission lines, service lines and appurtenances to provide such utility services within this subdivision or property contiguous thereto, under, along and across utility easements as shown hereon.

OWNER: COUNTRY CLUB ASSOCIATES, A Colorado General Partnership
Signed this 1st day of JULY, 1997.
Walter A. Koebel Jr. General Partner

County of DENVER, SS
State of Colorado

The foregoing dedication was acknowledged before me this 1st day of JULY, 1997, by Walter A. Koebel Jr. as General Partner of Country Club Associates, a Colorado General Partnership.

Witness my hand and seal.
My Commission expires: [Notary Seal]
Notary Public

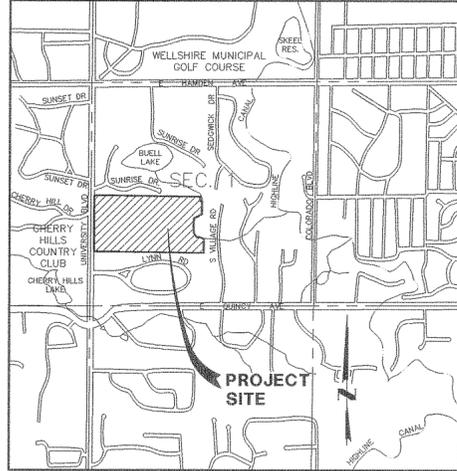
HOLDER DEED OF TRUST: CHERRY HILLS COUNTRY CLUB, A Colorado Corporation
Signed this 7th day of August, 1997.

By: Richard G. McClintock, Secretary
Attest: Charles R. Frederickson, Secretary

County of DENVER, SS
State of Colorado

The foregoing dedication was acknowledged before me this 7th day of August, 1997, by Richard G. McClintock as President and by Charles R. Frederickson as Secretary of Cherry Hills Country Club, a Colorado Corporation.

Witness my hand and seal.
My Commission expires: 7-16-98
M. Sue Chisholm
Notary Public



VICINITY MAP
SCALE: 1"=2000'

Notes:

- 1. For purposes of this plat bearings are based on the North line of the Southwest one-quarter of said Section 1 monumented by a 3 1/4" brass cap in Range Box P.L.S. #11434 on the West and a 3 1/4" aluminum cap PLS 19003 on the East end. Said line bears South 89°13'28" East.
- 2. According to Colorado Law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In NO event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
- 3. The land comprising this subdivision is subject only to the easements, restrictions, reservations, rights-of-way and encumbrances as specifically shown or referenced hereon. No other easements, restrictions, reservations, rights-of-way or encumbrances, including those set forth on the LEE / COUNTRY CLUB ASSOCIATES PLAT, affect the land within this subdivision, unless specifically shown or referenced hereon.
- 4. Tract A of Cherry Hills Park I is to be conveyed by separate document to the owner of Tract A, Lee/Country Club Associates, for ingress/egress.
- 5. Tracts B, C, D, E, F, G, H, I and J are for roadway, open space and utility purposes. They are to be owned and maintained by the Cherry Hills Park I homeowners association.
- 6. A perpetual ingress/egress and utility easement is granted across the flag pole portion of Lot 19 contiguous and adjacent to Tract E, as shown in Detail A.
- 7. Tract K is reserved for roadway purposes and will be conveyed to the Colorado Department of Transportation, by separate document.
- 8. There is hereby reserved an easement for the maintenance of the detention pond to be constructed on Lots 16 & 17. The detention pond shall be maintained by the Cherry Hills Park I Homeowners Association.
- 9. There is hereby reserved an easement over and across each Lot for the purpose of allowing storm water flows in accordance with the approved grading plan and approved drainage plan for the subdivision, as amended from time to time.
- 10. This survey does not constitute a title search to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Kirkham Michael relied upon Chicago Title Insurance Company Order No. ABC561918-2 dated April 02, 1997 at 5:00 p.m.
- 11. This property may be subject to the terms, provisions, covenants, conditions, restrictions and reservations as shown hereon and as contained in the following recorded instruments, and no others.
 - a.) Right-of-way agreement recorded March 23, 1982 in Book 3596 at Page 386.
 - b.) Terms, conditions and obligations in agreement recorded February 8, 1962 in Book 1318 at Page 210.
 - c.) Inclusion of subject property in Castlewood Fire Property District as recorded April 27, 1990 in Book 5914 at Page 733.
 - d.) Inclusion of subject property in South Suburban Park and Recreation District, recorded April 27, 1990 in Book 5772 at Page 590.
 - e.) Terms, conditions and provisions of Ordinance No. 65 Series of 1995 recorded November 30, 1995 at Reception No. A5126743.
 - f.) Terms, conditions and provisions of notice recorded October 13, 1988 in Book 5551 at Page 29.
- 12. There is hereby reserved to the owners thereof, as currently exist, if any, and without making any current grant, an easement for the maintenance of the irrigation ditch located along the easterly line of Lot 10, as more particularly shown hereon.
- 13. Owner shall form a Homeowner's Association for the land comprising this subdivision to be known as the Cherry Hills Park I Homeowners Association, a Colorado nonprofit corporation and all land comprising this subdivision shall be subject to a Declaration of Covenants, Conditions and Restriction, which will be recorded in the Clerk and Recorders records of Arapahoe County, Colorado.

Sheet Index

- 1. Cover Sheet
- 2. Plan Sheet

Surveying Certificate:

I, George G. Smith, Jr., PLS #19003, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat accurately represents said survey.
Signed this 20th day of JUNE, 1997.
George G. Smith, Jr., PLS #19003



Title Certificate:

I, Steven G. Wright, an attorney at law duly licensed to practice in the State of Colorado, state that in my opinion merchantable title to the above-described real property is in the above referred owner(s), and is free and clear of all liens and encumbrances save and except matters disclosed in Chicago Title Insurance Company Commitment for title insurance, dated April 24, 1997, Order # ABC 581918-3.
Signed this 12th day of July, 1997.
Steven G. Wright
Attorney at Law

Planning and Zoning Commission Approval:

This plat approved by the City of Cherry Hills Village Planning and Zoning Commission this 13th day of MAY, 1997.
Chairman

City Approval:

This plat is approved for filing and the City hereby accepts the dedication of the utility easements and recreational trail easements shown hereon.
Signed this 20th day of MAY, 1997.
City of Cherry Hills Village
By: Joan R. Dinean, Mayor

Recorder's Certificate:

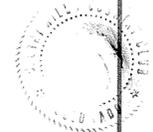
This plat was filed for record in the office of the County Clerk and Recorder of Arapahoe County at 12:35 P.M. on the 28th day of August, 1997, in Book 140, Page 79-80, Map August, Reception No. A7107627.
County Clerk and Recorder
By: Cheryl Hines, Deputy



PREPARED: 4/4/97
revisions:
5/16/97

140-79

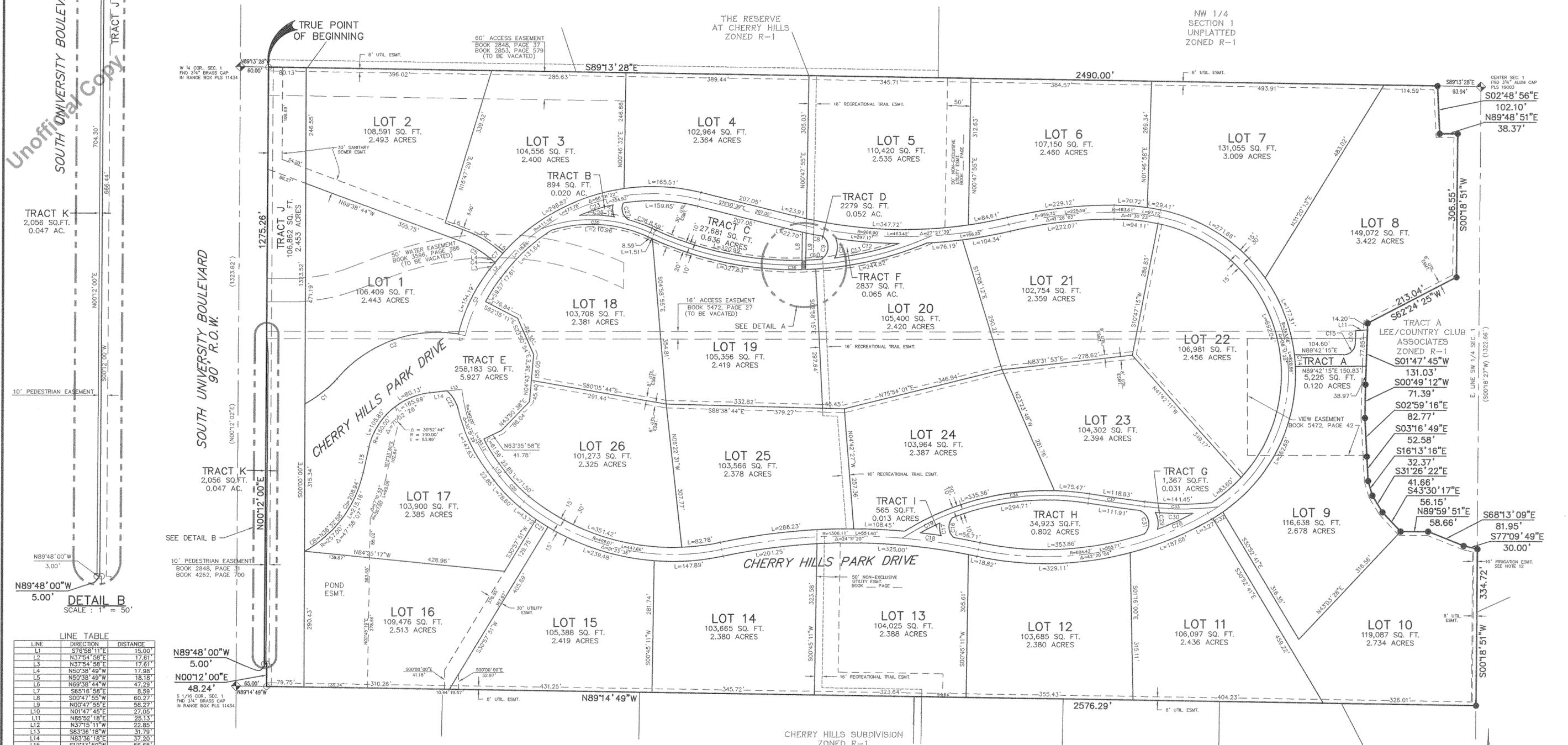
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05/16/97 4:15:18 Drawing: H:\ARAPAOE\SURVEY\PLAT\ORD.DWG Scale: 1" = 1'

FINAL PLAT CHERRY HILLS PARK I

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF CHERRY HILLS, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 2 OF 2



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S76°58'11"E	15.00'
L2	N37°54'58"E	17.61'
L3	N37°54'58"E	17.61'
L4	N50°38'49"W	17.98'
L5	N50°38'49"W	18.18'
L6	N69°38'44"W	47.29'
L7	S65°16'58"E	8.59'
L8	S00°47'55"W	60.27'
L9	N00°47'55"E	58.27'
L10	N01°47'45"E	27.05'
L11	N85°52'18"E	25.13'
L12	N37°15'11"W	22.85'
L13	S83°36'18"W	31.79'
L14	N63°36'18"E	37.20'
L15	S02°33'50"W	56.68'

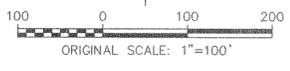
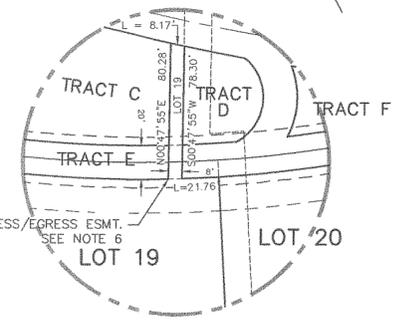
CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	267.33'	87.05'	86.64'	N51°46'15"E	19°22'58"
C2	281.53'	289.78'	276.29'	S69°38'47"W	58°46'17"
C3	340.00'	1988.61'	146.52'	N25°28'24"E	336°06'50"
C4	426.16'	1.69'	1.69'	S38°01'46"W	00°13'36"
C5	200.00'	66.32'	66.01'	N60°08'47"W	18°59'55"
C6	225.00'	74.61'	74.27'	N60°08'47"W	18°59'55"
C7	426.16'	25.00'	25.00'	N39°49'26"E	03°21'42"
C8	981.90'	36.63'	36.63'	S78°55'52"E	07°08'16"
C9	30.00'	58.55'	49.69'	S06°16'16"W	111°49'18"
C10	703.75'	31.39'	31.39'	S86°38'17"W	02°33'21"
C11	50.00'	43.31'	41.97'	N05°28'24"E	49°38'02"
C12	981.90'	135.77'	135.66'	S85°33'33"E	07°05'20"
C13	703.75'	141.32'	141.08'	N77°08'16"E	11°30'20"
C14	358.66'	25.08'	25.08'	S04°49'05"E	04°00'25"
C15	25.00'	38.36'	34.70'	N45°45'00"E	87°54'50"
C16	48.00'	46.92'	42.92'	N05°25'21"W	89°37'10"
C17	50.00'	27.27'	26.94'	S06°27'29"E	31°15'05"
C18	1321.11'	45.02'	45.01'	N82°38'58"W	01°57'08"
C19	557.41'	46.63'	46.62'	S63°13'02"W	04°47'34"
C20	317.01'	73.05'	74.88'	N44°02'07"W	13°33'53"
C21	514.07'	30.02'	30.01'	S57°21'47"E	03°20'44"
C22	81.00'	48.33'	47.62'	N30°31'10"W	34°11'10"
C23	396.16'	74.90'	74.79'	N72°10'50"E	10°49'59"
C24	48.00'	28.15'	25.82'	S06°54'27"E	31°12'45"
C25	307.55'	74.54'	74.36'	N87°52'53"W	13°53'14"

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C25	307.55'	74.54'	74.36'	N87°52'53"W	13°53'14"
C26	307.55'	50.71'	50.65'	N70°00'22"W	09°26'48"
C27	28.00'	43.59'	39.32'	N20°30'42"W	89°13'14"
C28	669.43'	82.79'	82.74'	S65°34'54"W	07°05'09"
C29	50.00'	37.42'	36.55'	N07°25'56"W	42°52'30"
C30	663.66'	80.14'	80.09'	S89°32'43"E	08°55'06"
C31	30.00'	60.17'	50.58'	S09°47'00"E	114°54'10"
C32	358.66'	25.02'	25.02'	N57°07'18"E	03°59'49"
C33	653.66'	156.94'	156.57'	S89°49'14"E	13°45'24"
C34	567.41'	415.24'	406.03'	N77°51'48"E	41°55'46"
C35	297.55'	239.38'	232.97'	S89°19'49"E	46°05'41"
C36	713.25'	611.59'	593.03'	S89°50'51"E	49°07'45"
C37	3856.33'	119.14'	119.13'	S82°03'26"E	01°46'12"

LEGEND
 ○ FOUND #5 REBAR AND CAP LS #19003
 ● FOUND #5 REBAR, PLS# 9133



OWNER & SUBDIVIDER
COUNTRY CLUB ASSOCIATES
 A COLORADO GENERAL PARTNERSHIP
 5291 YALE CIRCLE
 DENVER, CO 80222

**KIRKHAM
MICHAEL**
 CONSULTING ENGINEERS
 7600 EAST ORCHARD ROAD, SUITE 2205, ENGLEWOOD, COLORADO 80111
 PHONE: (303) 694-2300 FAX: (303) 694-2822

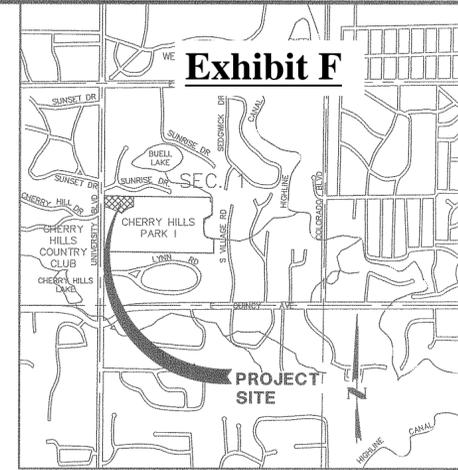
PREPARED: 4/4/97
 Revisions:

DETAIL A
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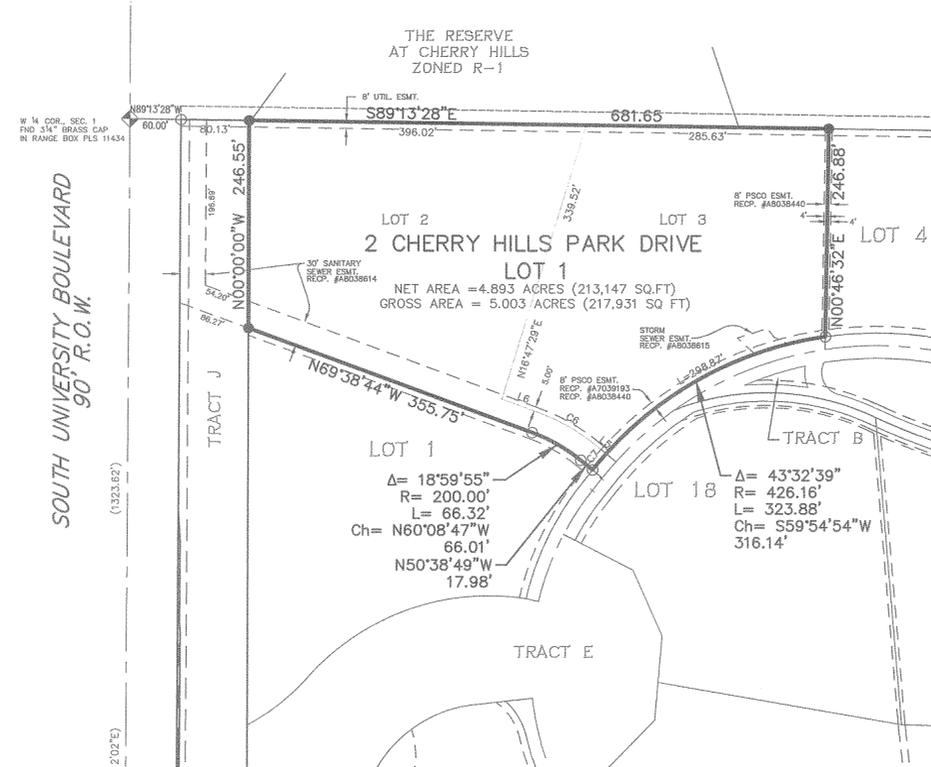
14080

FINAL PLAT CHERRY HILLS PARK I 1ST AMENDMENT

LOT 2 AND LOT 3 OF CHERRY HILLS PARK I
SITUATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF CHERRY HILLS, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 1 OF 1



VICINITY MAP
SCALE: 1"=2000'

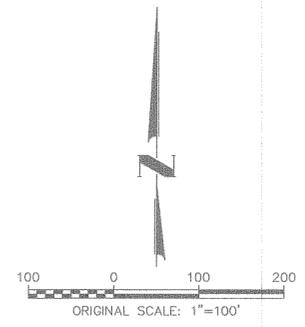


LINE TABLE

LINE	DIRECTION	DISTANCE
L5	N50°38'49"W	18.18'
L6	N69°38'44"W	47.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C6 PL	225.00'	74.61'	74.27'	N60°08'47"W	18°59'55"
C7 PL	426.16'	25.00'	25.00'	N39°49'26"E	03°21'42"



Unofficial Copy

Certificate of Dedication and Ownership:

Know all men by these presents, that the undersigned, Cherry Hills Park Development Company, A Colorado Corporation, and Guaranty Bank & Trust Company, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the City of Cherry Hills Village, Arapahoe County, Colorado, described as follows:
Lot 2 and Lot 3, Cherry Hills Park I, County of Arapahoe, State of Colorado.
Said parcel contains 4.893 acres more or less.
have by these presents laid out, platted and subdivided the same into a lot as shown on this plat, under the name and style of Cherry Hills Park I 1st Amendment and do hereby dedicate to the public all utility easements and dedicate to the City of Cherry Hills Village all recreational trail easements as shown on said plat.

The undersigned hereby further dedicate to the public utilities the right to install, maintain and operate mains, transmission lines, service lines and appurtenances to provide such utility services within this subdivision or property contiguous thereto, under, along and across utility easements as shown hereon.

Owner:

CHERRY HILLS PARK DEVELOPMENT COMPANY, A Colorado Corporation
Signed this 31st day of JULY, 1998.

Walter A. Koebel Jr. President
[Signature] Treasurer
ATTEST Title

County of Denver SS
State of Colorado

The foregoing dedication was acknowledged before me this 31st day of July, 1998, by Walter A. Koebel Jr. as President of Cherry Hills Park Development Company, a Colorado Corporation

Witness my hand and seal.
My Commission expires: 4/30/2002
Elizabeth Ann Hogan
Notary Public

Holder Deed of Trust:

GUARANTY BANK & TRUST COMPANY
Signed this 4th day of August, 1998.

Sheryl E. Patterson Senior Vice President
Title
County of Denver SS
State of Colorado

The foregoing dedication was acknowledged before me this 4th day of August, 1998, by Sheryl E. Patterson as Sr. Vice President and by _____ as _____ of Guaranty Bank & Trust Company.

Witness my hand and seal.
My Commission expires: 12/16/99
Susan Switzer
Notary Public

Notes:

- For purposes of this plat bearings are based on the North line of the Southwest one-quarter of said Section 1 monumented by a 3 1/4" brass cap in Range Box P.L.S. #11434 on the West and a 3 1/4" aluminum cap PLS 19003 on the East end. Said line bears South 89°13'28" East.
- According to Colorado Law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In NO event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
- There is hereby reserved an easement over and across each Lot for the purpose of allowing storm water flows in accordance with the approved grading plan and approved drainage plan for the subdivision, as amended from time to time.
- This survey does not constitute a title search to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Kirkham Michael relied upon North American Title Insurance Company File No. CM 36748 dated April 17, 1998 at 7:30 a.m.
- This property may be subject to the terms, provisions, covenants, conditions, restrictions and reservations as shown hereon and as contained in the following recorded instruments, and no others.
 - Terms, conditions, agreements and obligations under the Agreement recorded February 8, 1962 in Book 1318 at Page 210.
 - Inclusion of subject property in Castlewood Fire Property District as recorded September 12, 1989 in Book 5772 at Page 590.
 - Inclusion of subject property in South Suburban Park and Recreation District, recorded April 27, 1990 in Book 5914 at Page 733.
 - Terms, conditions, provisions, agreements, obligations specified under the Ordinance No. 65 recorded November 30, 1995 under Reception No. A5126743.
 - Covenants, conditions, easements and restrictions recorded April 3, 1998 under Reception No. A8047872.
- The easements recorded March 20, 1998 at Reception No. A8038616 and recorded April 3, 1998 at Reception No. A8047871 and referenced within the title commitment do not lie within the proposed platted property.

OWNER & SUBDIVIDER
CHERRY HILLS PARK DEVELOPMENT COMPANY
A COLORADO CORPORATION
5291 YALE CIRCLE
DENVER, CO 80222

KIRKHAM MICHAEL
CONSULTING ENGINEERS
7600 EAST ORCHARD ROAD, SUITE 2205, ENGLEWOOD, COLORADO 80111
PHONE: (303) 694-2300 FAX: (303) 694-2822

PREPARED: 5/6/98

revisions:
5-14-98 ADD GROSS AREA AND ADDRESS

Surveying Certificate:

I, George G. Smith, Jr., PLS #19003, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat accurately represents said survey.
Signed this 26th day of MAY, 1998.
George G. Smith, Jr.
George G. Smith, Jr., PLS #19003



Title Certificate:

I, Steven G. Wright, an attorney at law duly licensed to practice in the State of Colorado, state that in my opinion merchantable title to the above-described real property is in the above referred owner(s), and is free and clear of all liens and encumbrances save and except those set forth in North American Title Company of Colorado title # 8549
Signed this 19th day of August, 1998.
Steven G. Wright # 8549
Attorney at Law
* insurance commitment file No CM 36748 CS dated July 24, 1998

Planning and Zoning Commission Approval:

This plat approved by the City of Cherry Hills Village Planning and Zoning Commission this 18th day of MAY, 1998.
Raymond J. Paulino
Chairman

City Approval:

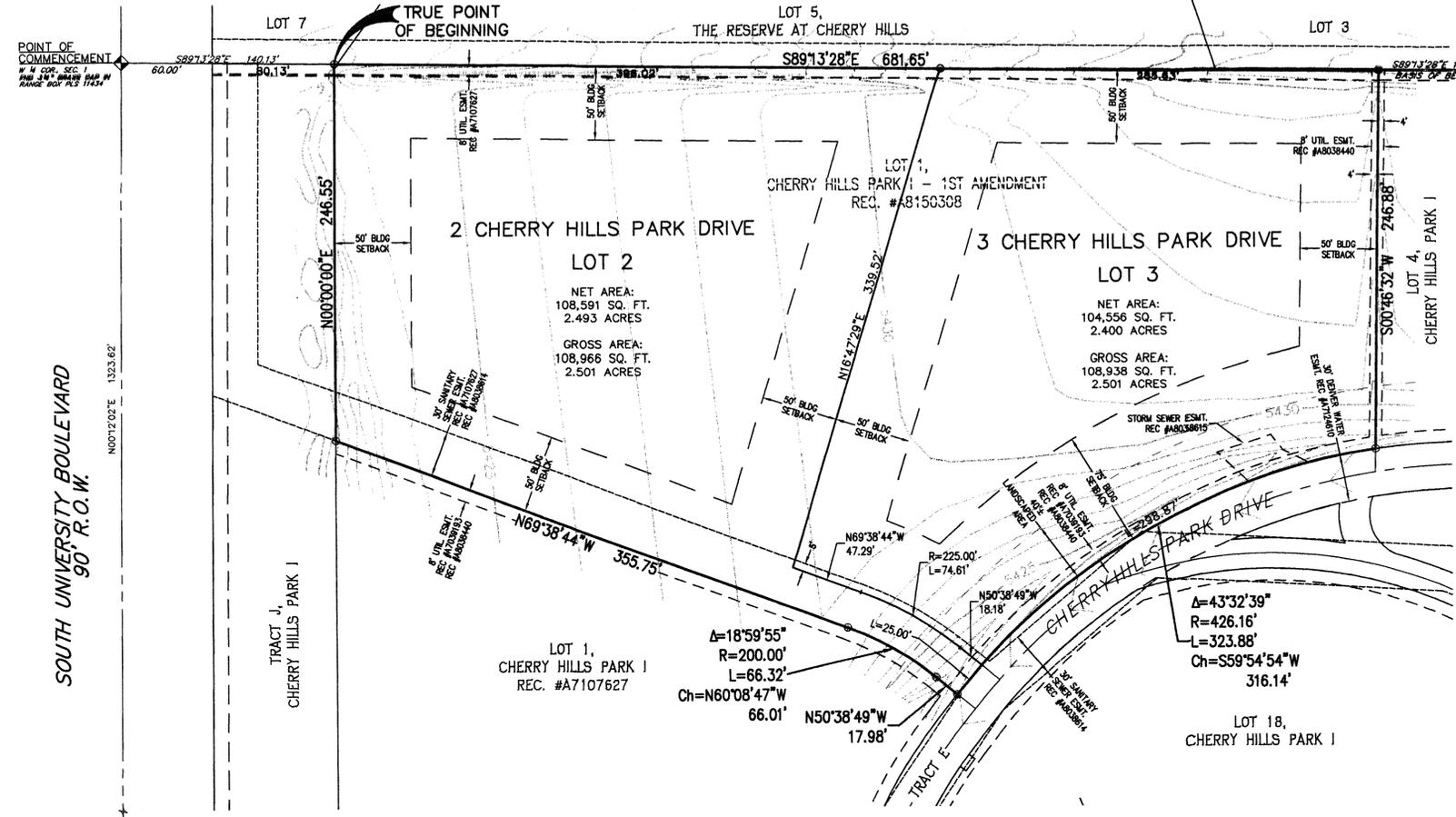
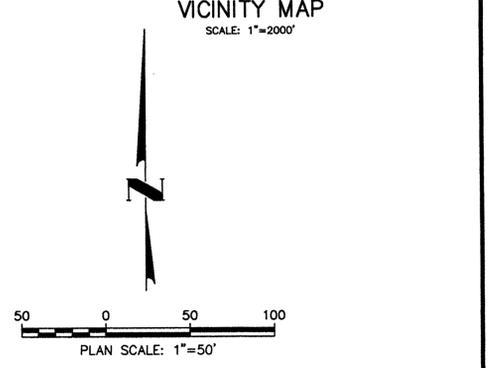
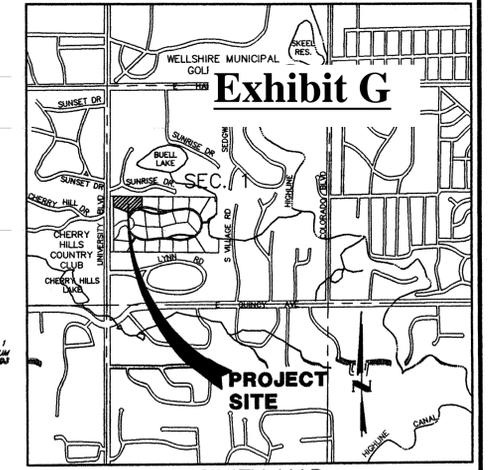
This plat is approved for filing and the City hereby accepts the dedication of the utility easements and recreational trail easements shown hereon.
Signed this 19th day of May, 1998.
City of Cherry Hills Village
By [Signature]
Mayor

Recorder's Certificate:

This plat was filed for record in the office of the County Clerk and Recorder of Arapahoe County at 7:58 P.M. on the 21st day of September, 1998, in Book 154, Page 26, Map _____, Reception No. A 815 0308
County Clerk and Recorder Doretha Davidson
By [Signature]
Deputy

5/7/98 Drawing: H:\960102\SURVEY\CHP1\ST.DWG Scale: 1" = 100'

MINOR SUBDIVISION
CHERRY HILLS PARK I - 5TH AMENDMENT
 A REPLAT OF LOT 1, CHERRY HILLS PARK I - 1ST AMENDMENT,
 SITUATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1,
 TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
 CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE,
 STATE OF COLORADO
 SHEET 1 OF 1



Certificate of Dedication and Ownership:
 Know all men by these presents, that the undersigned, hereby certify that they are all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the City of Cherry Hills Village, Arapahoe County, Colorado, described as follows:

Lot 1,
 Cherry Hills Park I, 1st Amendment
 City of Cherry Hills Village
 County of Arapahoe,
 State of Colorado,
 more particularly described as follows:

Commencing at the West Quarter corner of Section 1;
 Thence South 89°13'28" East, along the northerly line of Southwest Quarter of said Section 1, a distance of 140.13 feet to a point to the POINT OF BEGINNING;
 Thence South 89°13'28" East, continuing along said northerly line, a distance of 681.65 feet to a point;
 Thence South 00°46'32" West a distance of 246.88 feet to a point of non-tangent curvature;
 Thence along the arc of said non-tangent curve to the left having a central angle of 43°32'39", a radius of 426.16 feet and an arc length of 323.88 feet (chord bears South 59°54'54" West, 316.14 feet) to a point;
 Thence North 50°38'49" West a distance of 17.98 feet to a point of curvature;
 Thence along the arc of said curve to the left having a central angle of 18°59'55", a radius of 200.00 feet and an arc length of 66.32 feet (chord bears North 60°08'47" West, 66.01 feet) to a point;
 Thence North 69°38'44" West a distance of 355.75 feet to a point;
 Thence North a distance of 246.55 feet to a point to the POINT OF BEGINNING.

Containing 213,149 square feet or 4.893 acres, more or less.

The undersigned have by these presents laid out, platted and subdivided the same into two (2) lots, as shown on this plat, under the name and style of Cherry Hills Park I - 5th Amendment and do hereby dedicate to the City of Cherry Hills Village for public use the public ways shown hereon, including but not limited to, streets, roads, drives and lanes; the public lands shown hereon for their indicated public use; and the recreational trails shown hereon for non-motorized, recreational use by the public in the manner similar to other public trails throughout the City of Cherry Hills Village, subject to the applicable laws and ordinances of the City of Cherry Hills Village, and for use by vehicles appropriate for the maintenance of the trail easements by the City or its contractors. The undersigned hereby further dedicate to the City of Cherry Hills Village the utility easements shown hereon for utility purposes only. The undersigned hereby further dedicate to the City of Cherry Hills Village all drainage easements shown hereon for drainage purposes only.

The undersigned hereby further dedicate to the public utilities the right to install, maintain and operate mains, transmission lines, service lines and appurtenances to provide such utility services within this subdivision of property contiguous thereto, under, along and across public ways, including but not limited to, roads, streets, lanes and drives as shown hereon, and also under, along and across utility easements as shown hereon.

The lands comprising this subdivision are subject to certain covenants which are recorded in Book _____ at Page _____ of the records of Arapahoe County, Colorado.

Executed this 26th day of April, 2006.

Barney D. Visser
 Attorney in Fact for

Carolyn M. Visser
 Attorney in Fact for
 State of Colorado,
 ss.
 County of Arapahoe

Gregory A. Ruegger, Attorney in Fact for

The foregoing dedication was acknowledged before me this 26th day of April, 2006, by Barney D. Visser and Carolyn M. Visser.

Witness my hand and seal.

My commission expires March 14, 2009.

	GROSS AREA*	NET AREA*	STREETS**	EASEMENTS
LOT 2	108,966 SF	108,591 SF	375 SF	15,971 SF
	2.501 AC	2.493 AC	0.009 AC	0.367 AC
LOT 3	108,938 SF	104,556 SF	4,382 SF	6,842 SF
	2.501 AC	2.400 AC	0.101 AC	0.157 AC

* - THE GROSS AREA INCLUDES THAT PORTION OF TRACT E, (THE STREET) TO THE CENTERLINE CONTIGUOUS WITH EACH LOT.
 ** - THAT PORTION OF TRACT E FROM THE CENTERLINE NORTHERLY CONTIGUOUS WITH EACH LOT.

Notes:

- For purposes of this plat bearings are based on the North line of the Southwest one-quarter of said Section 1 monumented by a 3 1/4" brass cap in Range Box P.L.S. #11434 on the West and a 3 1/4" aluminum cap PLS 19003 on the East end. Said line bears South 89°13'28" East.
- According to Colorado Law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In NO event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
- There is hereby reserved an easement over and across each Lot for the purpose of allowing storm water flows in accordance with the approved grading plan and approved drainage plan for the Cherry Hills Park I subdivision, as amended from time to time.
- BENCHMARK:** N.G.S. Brass Cap, located along the South line of Hampden Avenue approximately 85 feet West of the Highline Canal as described in monument Record No. 3093246. Brass cap is stamped "Y409 1984" ELEV. = 5480.786.
- This survey does not constitute a title search by Harris Kocher Smith to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Harris Kocher Smith relied upon Land Title Guarantee Company Order No. K70129110 dated December 1, 2005 at 5:00 p.m.
- This property may be subject to the terms, provisions, covenants, conditions, restrictions and reservations as shown hereon and as contained in the following recorded instruments, and no others.
 - Terms, conditions and provisions of agreement recorded February 08, 1962 in Book 1318 at Page 210.
 - Any tax, lien, fee or assessment by reason of inclusion of the subject property in the Castlewood Fire Protection District, as disclosed by the instrument recorded September 14, 1989 in Book 5772 at Page 590.
 - Any tax, lien, fee or assessment by reason of inclusion of the subject property in the South Suburban Park and Recreation District, as disclosed by the instrument recorded April 27, 1990 in Book 5914 at Page 733.

Notes: (cont.)

- Terms, conditions and provisions of Ordinance No. 65 recorded November 30, 1995 at Reception No. A5126743.
- Restrictive covenants, which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in instrument recorded April 03, 1998, under Reception No. A8047872.
- Terms, conditions and provisions of Lot Declaration recorded October 07, 1998 at Reception No. A8160677.
- Terms, conditions and provisions of the easement agreement recorded July 01, 1988 in Book 5472 at Page 42, an easement agreement recorded March 20, 1998 at Reception No. A8035616, together with the access easement agreement recorded April 03, 1998 at Reception No. A8047871 and referenced within the title commitment do not lie within the proposed platted property.
- Maintenance of drainage facilities: The owner(s) in possession shall be responsible for maintaining the structural integrity and operational functions of all drainage facilities located thereon. If at any time, following certification of said drainage facilities, the City deems that said drainage facilities no longer comply with the approved plans, the owner(s) in possession shall restore such facilities to the standards and specifications as shown on the approved drainage plans. Failure to maintain the structural integrity and operational function of said drainage facilities following certification will result in the City notifying all property owners whose property contributes to the facility as to the nature of the work required to bring the facility into compliance, together with a request for the work to be performed in a reasonable time period. If the drainage facility is not subsequently brought into compliance with the approved drainage plans by the owner(s) in possession, or an emergency situation exists, the City may enter onto the property, cause the necessary work to be performed and file a lien against all properties contributing to the drainage facility.

HARRIS KOCHER SMITH
 engineers • land surveyors
 1391 Speer Blvd. - Suite 390
 Denver, Colorado 80204
 Phone (303) 623-6300
 Fax (303) 623-6311

11/21/05

revisions:	

Legend:

- Set #5 Rebar with Yellow Plastic Cap LS #19003
- Found #5 Rebar with Yellow Plastic Cap LS #19003

Surveying Certificate:
 I, George G. Smith, Jr., a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat represents said survey.

George G. Smith, Jr.
 Registered Professional Land Surveyor
 No. 19003
 State of Colorado

Title Certificate:
 I, *Walter W. Giza*, as an authorized agent for Land Title Guarantee Company, and having the power and authority to legally bind Land Title Guarantee Company with respect to the certification made herein, that I have examined title to the above-described land dedication to the City of Cherry Hills Village, and that the party(ies) executing the dedication have merchantable title to the above-described real property and are well seized of the property dedicated by this plat and have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and have good right, full power and lawful authority to dedicate the same in manner and form as aforesaid, and that same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record and acceptable to the City.

Planning and Zoning Commission Approval:
 This plat was recommended for approval by the City of Cherry Hills Village Planning and Zoning Commission this 14th day of April, 2006.

MLK
 Chairman

City Approval:
 This plat is approved for filing and the City hereby accepts the dedication of the public ways shown hereon, including, but not limited to, the streets, roads, drives and lanes for public use subject to the dedication of public lands shown hereon, and the dedication of the utility easements, drainage easements and recreational trails shown hereon.
 Signed this 16th day of April, 2006.

Michael J. Wozniak
 Mayor

Recorder's Certificate:
 This plat was filed for record in the office of the County Clerk and Recorder of Arapahoe County at 2:11 P.M. on the 1st day of May, 2006, in Book 319, Page _____ Map _____ Reception number 3606605.

Nancy A. Doty
 Arapahoe County Clerk and Recorder
 By *David Brins*
 Deputy

CHERRY HILLS PARK I - 5TH AMENDMENT
 SHEET 1 OF 1

CHERRY HILLS PARK I
 5TH AMENDMENT - MINOR SUBDIVISION

BEING A TRUE, FULL, TRUE AND CORRECT COPY OF THE RECORDED DOCUMENT IN MY CUSTODY. DATE 5-1-06
 NANCY A. DOTY, ARAPAHOE COUNTY CLERK & RECORDER

CITY OF CHERRY HILLS VILLAGE

2450 E. Quincy Avenue
Cherry Hills Village, Colorado 80113
Telephone: 303-789-2541
FAX: 303-761-9386

ITEM: 6a

MEMORANDUM

TO: HONORABLE MAYOR WOZNIAK AND MEMBERS OF THE CITY COUNCIL
FROM: ERIC J. ENSEY, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: REQUEST BY BARNEY AND CAROLYN VISSER FOR APPROVAL OF THE PROPOSED CHERRY HILLS PARK I – 5TH AMENDMENT (MINOR SUBDIVISION)
DATE: APRIL 18, 2006
CC: STAFF

APPLICANT: Barney and Carolyn Visser

LOCATION: 2 Cherry Hills Park Drive. Located within Cherry Hills Park I Subdivision, east of S. University Boulevard between E. Hampden Avenue and E. Quincy Avenue.

REQUEST: The applicant is seeking approval of minor subdivision to allow the subdivision of one 5-acre lot into two 2 ½-acre lots.

CODE REQUIREMENTS: Section 17-3-310 through 17-3-370 of the Cherry Hills Village Municipal Code outlines the regulations pertaining to Minor Subdivisions in the Village.

Section 17-3-320 defines a minor subdivision as any division of land that:

- (1) Divides a parcel of land held in single or common ownership into two (2) parcels; and
- (2) Does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to lot area, building height, setback, public or private road or private drive standards, parking, drainage requirements or access.

CITY OF CHERRY HILLS VILLAGE

Additionally, Section 17-3-360 outlines the criteria that the Council must use in reviewing a minor subdivision application. The “Staff Analysis” section of this memo provides staff’s analysis of the proposed minor subdivision as it relates to the review criteria outlined in the code.

Section 17-3-370 states that the Council may impose reasonable conditions upon any approval of a minor subdivision that are necessary to ensure continued conformance with these standards of approval, the Code or other conditions deemed necessary based on the evidence presented to protect the health, safety and welfare of the City and its residents.

ZONING & LAND USE: The lot is zoned R-1, 2 ½-Acre Residential. The subject lot is surrounded by existing single family residential homes, all of which are also zoned R-1.

HISTORY: The original Cherry Hills Park I Subdivision plat was approved by the City in May of 1997. The subject lot was approved in this plat originally as two separate 2-½-acre lots. In May of 1998, the City approved a plat amendment to consolidate the two lots into one 5-acre lot. The applicant is now requesting that the City approve this minor subdivision application to subdivide the lot back to its originally approved configuration, as approved in May of 1997.

STAFF ANALYSIS: Section 17-3-340 of the City Code outlines the submittal requirements for a minor plat application. The application includes all information required in subsections (1) through (4), but does not include the information required by subsections (5) through (9) because such requirements have either been met or are not applicable in this case. The following is a list of the requirements of subsections (5) through (9), with a description of why the requirement has been met or is not applicable to this application:

- Subsection (5) requires construction details for any public improvements. However, because all public improvements were constructed at the time the original subdivision was developed (including streets and main water and sewer lines), staff finds that this submittal requirement is not necessary.
- Subsection (6) requires a development agreement outlining all public improvements. Again, because these improvements have already been constructed, staff finds that this submittal requirement is not necessary.
- Subsection (7) requires documentary evidence of water supply, sewage disposal, electricity, gas, and telephone. In this case, the various utility providers agreed to serve the same two lots as part of the original Cherry Hills Park I Subdivision, and therefore staff finds that this submittal requirement has been met. Additionally, this application has been referred out to the various utility providers for comment, and the only response received was from Xcel Energy. Section 17-3-120(b) of the City’s Code indicates that the failure of a reviewing agency to forward its comments to the City within twenty (20) calendar days after receiving a plat may be interpreted to indicate there are no objections to the plat. At this point those referral agencies have had the plat information for well over twenty (20) calendar days.

CITY OF CHERRY HILLS VILLAGE

- Subsection (8) requires submittal of a floodplain development plan if such property is in a floodplain. Because this property is not located within a designated 100-year floodplain, staff finds that this submittal requirement is not necessary.
- Subsection (9) requires a letter addressing land dedication. Again, because land dedication was included for both of these lots in the original Cherry Hills Park I Subdivision, staff finds that this submittal requirement has been met.

Section 17-3-360 of the Cherry Hills Village Municipal Code outlines the criteria for approval of a minor subdivision plat. The following table provides an analysis of the proposed minor subdivision plat as it relates to the applicable regulations outlined in said code section. Specifically, this section states that, “The recommendation of approval or conditional approval of any minor plat by the Commission and any approval or conditional approval by the Council shall require a finding that the applicant established each of the following by competent and sufficient evidence:”

Section 17-3-360 of the City Code	Staff Finding
(1) The proposed subdivision meets the definition of a <i>minor subdivision</i> contained in this Article.	The proposed subdivision meets the definition of a minor subdivision because 1) the proposed plat is subdividing one lot held in single ownership into two lots; 2) the proposed subdivision does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard.
(2) The proposed subdivision fully conforms to all applicable requirements for the zone district in which the property is located including, but not limited to, requirements for setbacks and minimum lot sizes.	The proposed subdivision does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable requirements zoning code. The lot sizes of the two lots comply with the requirements of the R-1 zone district and the configuration of the lots provide a reasonable building envelope based on the setback requirements for the R-1 zone district.

CITY OF CHERRY HILLS VILLAGE

Table continued.

Section 17-3-360 of the City Code	Staff Finding
(3) The proposed subdivision meets or satisfies all other applicable requirements of this Code.	Based on staff's review of the application, the proposed subdivision does not violate any other provisions outlined in the Code. The applicant has submitted a letter from Billy A. Harris, a licensed engineer of Harris Kocher Smith, (see Exhibit C) analyzing the proposed subdivision and the existing drainage basin. Mr. Harris has reviewed the original hydrology plan for the site. He asserts that the original development and drainage report for the subdivision was based on the development of this property as two lots, and inasmuch as the land uses and site grading is not altered, then the subdivision and development of these two lots will not affect the site drainage or the drainage of adjacent properties. Staff concurs with this finding.
(4) The streets, whether public or private, and all public improvements necessary to serve the subdivision meet or exceed the requirements of the City.	The necessary public improvements were installed with the original development of the Cherry Hills Park I Subdivision in 1997. The applicant will need to provide plans for the necessary water and sanitary sewer taps and connections, which will be reviewed in full at the time of building permit application.
(5) Adequate utility easements are established within the affected property to provide service to the lots created by or illustrated upon the minor plat.	The easements proposed with this minor subdivision are the same as what was approved as part of the original subdivision of this lot in 1997. Staff finds that the utility easements on this lot are adequate to provide the necessary utility services to both lots.
(6) Existing public trails located within the lots illustrated upon the minor plat are preserved or new trails are dedicated by the plat that will provide, in the opinion of the City, a substantially similar or improved trail system in terms of route, grade, access, surface quality, ease of maintenance and safety.	No trail easements exist on this property. Additionally, staff does not recommend any additional trail easements associated with the subdivision. Land dedication requirements were accepted for this property, along with the rest of the Cherry Hills Park I Subdivision, when the original subdivision was approved in 1997.

CITY OF CHERRY HILLS VILLAGE

Table continued.

Section 17-3-360 of the City Code	Staff Finding
(7) The proposed configuration, shape, arrangement and layout of the lots and any streets do not, in the opinion of the City, create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, or do not substantially and adversely affect adjacent properties.	The proposed minor subdivision does not create any lots that are inconsistent with other lots in the vicinity and does not adversely affect adjacent properties. The proposed subdivision will create two 2-1/2-acre lots in the identical configuration that was approved with the original subdivision in 1997.
(8) The proposed subdivision substantially conforms to the goals and policies of the City's Master Plan to the extent that such goals and policies establish requirements that are sufficiently specific to permit the Commission or Council to decide that the application and subdivision plat meets or fails to meet such goal or policy.	The proposed subdivision is consistent with the goals and policies established in the City's Master Plan. Although the proposed subdivision will create two lots from one, the proposal is consistent with the densities permitted in the underlying zone district; thereby maintaining the densities approved by the City's current zoning.

PUBLIC NOTICE:

The public notice requirements are outlined in Section 16-2-40(c) of the City Code for this request. All notice requirements have been performed in accordance with the provisions of this section, including legal publication in *The Villager*, mailed notice to all adjacent property owners, and posting of a public hearing sign on the property.

RECOMMENDATIONS:

Planning and Zoning Commission:

The Planning and Zoning Commission reviewed this application at a public hearing held on April 11, 2006 (the minutes have been included in your packets as an informational item). The Commission voted unanimously (5 yes/0 no) to recommend approval of the requested Cherry Hills Park I – 5th Amendment Minor Subdivision application submitted by Barney and Carolyn Visser to allow for the subdivision of one 5-acre lot into two 2-1/2-acre lots. They found that the proposed minor subdivision is in compliance with the requirements outlined in Chapter 17 of the City Code for subdivision of property in the Village, as well as all applicable requirements in Chapter 16 of the City Code, concerning zoning.

Staff:

Staff concurs with the Planning and Zoning Commission's recommendation, and recommends that the City Council approve the proposed minor subdivision.

RECOMMENDED MOTION:

"I move to approve the request by Barney and Carolyn Visser for approval of the Cherry Hills Park I – 5th Amendment Minor Subdivision plat to allow for the subdivision of one 5-acre lot into two 2-1/2-acre lots. The application meets the requirements outlined for approval of minor subdivision applications in Chapter 17 of the City Code, all applicable

CITY OF CHERRY HILLS VILLAGE

zoning requirements outlined in Chapter 16 of the City Code, and the Village's Master Plan, as demonstrated in the staff memorandum dated April 18, 2006 and the testimony provided by the applicant at the April 18, 2006 City Council meeting. The approval of this application is found to be based on competent and sufficient evidence and incorporates the staff findings contained in the April 18, 2006 staff memorandum (*and include any additional conditions...*)."'

ATTACHMENTS:

Exhibit A – Address Vicinity Map
Exhibit B – Proposed Cherry Hills Park I – 5th Amendment Minor Subdivision
Exhibit C – Application and Supplemental Information
Exhibit D – Referral Correspondence

CHERRY HILLS PARK NO. 1 – LOT CONSOLIDATION

A LOT CONSOLIDATION OF LOTS 1 AND 2, CHERRY HILLS PARK 1
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, T.5S., R.68W. OF THE 6TH P.M.
 CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO

Exhibit I

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, HEREBY CERTIFY THAT THEY ARE ALL OF THE OWNER(S), MORTGAGEE(S) AND LIENHOLDER(S) OF CERTAIN LANDS IN THE CITY OF CHERRY HILLS VILLAGE, ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A LOT CONSOLIDATION OF LOTS 1 AND 2, CHERRY HILLS PARK 1, CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE S 89°13'28"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 140.13 FEET TO THE NORTHWEST CORNER OF LOT 2, CHERRY HILLS PARK 1, AS RECORDED IN THE ARAPAHOE COUNTY CLERKS AND RECORDERS OFFICE. SAID POINT BEING THE TRUE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH LINE S89°13'28"E, A DISTANCE OF 396.02 FEET; THENCE S16°47'29"W A DISTANCE OF 339.52 FEET; THENCE S69°38'44"E, A DISTANCE OF 47.29 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 74.61 FEET AND AN INTERNAL ANGLE OF 18°59'55", WITH A CHORD BEARING S60°08'47"E, A DISTANCE OF 74.27 FEET; THENCE S50°38'49"E A DISTANCE OF 18.18 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 426.16 FEET, AN ARC LENGTH OF 25.00 FEET AND AN INTERNAL ANGLE OF 03°21'42", WITH A CHORD BEARING S39°49'26"W, A DISTANCE OF 25.00 FEET; THENCE S37°54'58"W, A DISTANCE OF 17.61 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET, AN ARC LENGTH OF 154.19 FEET AND AN INTERNAL ANGLE OF 24°53'09", WITH A CHORD BEARING S25°28'23"W, A DISTANCE OF 152.98 FEET TO A POINT OF NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 281.53 FEET, AN ARC LENGTH OF 288.78 FEET AND AN INTERNAL ANGLE OF 58°46'17", WITH A CHORD BEARING S69°36'47"W, A DISTANCE OF 276.29 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 257.33 FEET, AN ARC LENGTH OF 87.05 FEET AND AN INTERNAL ANGLE OF 19°22'58", WITH A CHORD BEARING S51°46'15"W, A DISTANCE OF 86.64 FEET TO A POINT ON THE EAST LINE OF TRACT J, CHERRY HILLS PARK 1, AS RECORDED IN THE ARAPAHOE COUNTY CLERKS AND RECORDERS OFFICE; THENCE ALONG SAID EAST LINE OF TRACT J N00°00'00"E, A DISTANCE OF 717.74 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 215,000 sq.ft. 4.936 ACRES MORE OR LESS.

THE UNDERSIGNED HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND TRACTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF CHERRY HILLS PARK NO.1 – LOT CONSOLIDATION AND DO HEREBY DEDICATE TO THE CITY OF CHERRY HILLS VILLAGE FOR PUBLIC USE THE PUBLIC WAYS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, STREETS, ROADS, DRIVES AND LANES; THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE; AND THE RECREATIONAL TRAILS SHOWN HEREON FOR NON-MOTORIZED, RECREATIONAL USE BY THE PUBLIC IN THE MANNER SIMILAR TO OTHER PUBLIC TRAILS THROUGHOUT THE CITY OF CHERRY HILLS VILLAGE, SUBJECT TO THE APPLICABLE LAWS AND ORDINANCES OF THE CITY OF CHERRY HILLS VILLAGE, AND FOR USE BY VEHICLES APPROPRIATE FOR THE MAINTENANCE OF THE TRAIL EASEMENTS BY THE CITY OR ITS CONTRACTORS. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE CITY OF CHERRY HILLS VILLAGE THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES ONLY. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE CITY OF CHERRY HILLS VILLAGE ALL DRAINAGE EASEMENTS SHOWN HEREON FOR DRAINAGE PURPOSES ONLY. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OF PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO, ROADS, STREETS, LANES AND DRIVES AS SHOWN HEREON, AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN HEREON.

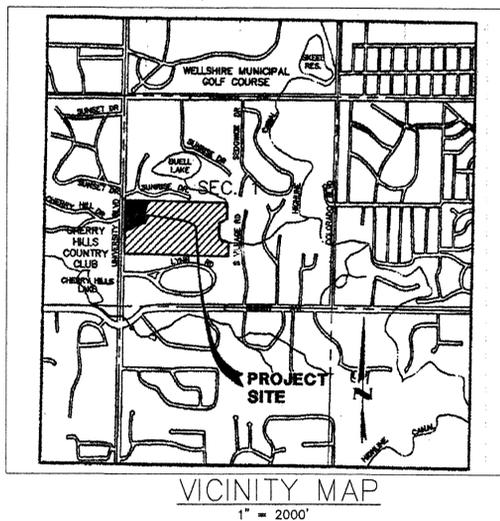
THE LANDS COMPRISING THIS SUBDIVISION ARE SUBJECT TO CERTAIN COVENANTS WHICH ARE RECORDED IN BOOK 140, PAGE 79, OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO.

Christopher Marsico *Tammy Marsico*
 CHRISTOPHER MARSICO (OWNER) TAMMY MARSICO (OWNER)

STATE OF COLORADO,)
) SS.
 COUNTY OF ARAPAHOE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF August, 2006

BY *George A. Durbace*
 WITNESS MY HAND AND SEAL
 MY COMMISSION EXPIRES 1-30-2008



NOTES

LOT CONSOLIDATION NOTE

THIS LOT CONSOLIDATION IS FOR THE PURPOSE OF COMBINING FORMER LOTS, LOT 1 AND LOT 2, OF CHERRY HILLS PARK NO.1 INTO LOT 1A, TO BE KNOWN AS LOT 1A, CHERRY HILLS PARK NO.1. OTHER THAN THIS CONSOLIDATION AND THE CREATION OF NEW EASEMENTS, IF ANY, IDENTIFIED ON THIS PLAT, NO OTHER AMENDMENT OR MODIFICATION OF THE FINAL PLAT FOR CHERRY HILLS PARK NO.1, COUNTY OF ARAPAHOE, STATE OF COLORADO, IS INTENDED BY THIS LOT CONSOLIDATION.

BASIS OF BEARING:

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1, T.5 S., R 68 W, SAID LINE BEARING S89°13'28"E THE ENDPOINTS OF THIS LINE ARE MONUMENTED WITH A 3-1/4" BRASS CAP IN BOX PLS #11434 ON THE WEST AND WITH A 3-1/4" ALUMINUM CAP IN BOX PLS #19003 ON THE EAST END.

SPECIFIC NOTES

SURVEYOR NOTE

THE DIMENSIONS, LOCATIONS AND OTHER INFORMATION REGARDING RECORDED RIGHTS-OF-WAY AND EASEMENTS WERE DERIVED FROM COPIES OF THE ACTUAL RECORDED DOCUMENTS. THE UNDERSIGNED SURVEYOR DID NOT PERSONALLY SEARCH THE PUBLIC RECORDS TO DETERMINE THE RECORDED RIGHTS-OF-WAY AND EASEMENTS AFFECTING THE PROPERTY, BUT INSTEAD RESEARCH WAS OBTAINED FROM CHICAGO TITLE INSURANCE COMPANY. THE RESEARCH IS BELIEVED BY THE UNDERSIGNED TO BE RELIABLE, COMPLETE AND CORRECT AND IS NOT CONTRADICTED BY ANY OTHER INFORMATION KNOWN TO THE SURVEYOR. THIS DISCLOSURE IS PROVIDED TO COMPLY WITH 38-51-106, C.R.S. AND FOR NO OTHER PURPOSE.

SURVEYING CERTIFICATE

I, DANIEL J. KALMES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

Daniel J. Kalmes
 DANIEL J. KALMES LS #16409
 8-27-06



CERTIFICATE OF CITY APPROVAL

APPROVED BY THE CITY OF CHERRY HILLS VILLAGE AND APPROVED FOR RECORDATION WITH THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE PURSUANT TO CHAPTER 17, ARTICLE VI OF THE CITY CODE FOR THE CITY OF CHERRY HILLS VILLAGE THIS 31 DAY OF August, 2006.

SIGNATURE: *Michelle G. Muey*
 TITLE: Community Dev. Director

RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT 1:27 (A.M./P.M.) ON THE 12th DAY OF September A.D., 2006 IN BOOK 328, PAGE 142, MAP ---, RECEPTION NO. 182731681

COUNTY CLERK AND RECORDER

Nancy L. Doty
 BY *Carol Orina*
 DEPUTY



CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY OF THE RECORDED DOCUMENT IN MY CUSTODY. DATE 9-13-06
 BY Nancy A. Doty
 COUNTY CLERK & RECORDER

CASE NO.



HMD inc. 6538 S. RACINE CIRCLE
 SUITE #110
 CENTENNIAL, COLORADO 80111
 PHONE: 303-773-8770
 FAX: 303-773-8776

328-1

CHERRY HILLS PARK NO.1- LOT CONSOLIDATION
 LOT CONSOLIDATION WAS PREPARED
 JULY 18, 2006
 SHEET 1 OF 2

CHERRY HILLS PARK NO. 1 – LOT CONSOLIDATION

A LOT CONSOLIDATION OF LOTS 1 AND 2, CHERRY HILLS PARK 1
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, T.5S., R.68W. OF THE 6TH P.M.
 CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO

W 1/4 COR. SEC. 1,
 T 5 S, R 68 W
 3 1/4" BRASS CAP
 PLS 11434

CENTER SEC. 1
 T 5 S, R 68 W
 3 1/4" ALUM. CAP
 PLS 19003

N 89°13'28" W 60.00' 80.13' 8' UTILITY EASEMENT S 89°13'28" E 396.02' N 89°13'28" E 93.94'

WEST LINE SEC. 1, T 5 S, R 68 W.

UNIVERSITY BLVD.

S 00°12'02" W 1323.62'

S 1/6 COR. SEC. 1
 T 5 S, R 68 W
 3 1/4" BRASS CAP
 PLS 11434

65.00' N89°14'49"W

10' UTILITY EASEMENT (BOOK PAGE 31, #172818)

TRACT J
 CHERRY HILLS
 PARK 1

N 00°00'00" E 717.74'

ORIGINAL
 LOT 2
 CHERRY HILLS
 PARK 1

LOT 3
 CHERRY HILLS
 PARK 1

NEW
 LOT 1A

30' SANITARY SEWER EASEMENT
 CHERRY HILLS PARK 1
 (EASEMENT LINE WILL REMAIN)
 (ORIGINAL LOT LINE TO BE ELIMINATED)

LOT 2
 CHERRY HILLS
 PARK 1

ORIGINAL
 LOT 1
 CHERRY HILLS
 PARK 1

L=154.19'
 R=355.00'
 CH=S25°28'23"W 152.98'
 Δ=24°53'09"

L=288.78'
 R=281.53'
 CH=S69°36'47"W 276.29'
 Δ=58°46'17"

TRACT E
 CHERRY HILLS
 PARK 1

LOT 18
 CHERRY HILLS
 PARK 1

CHERRY HILLS
 PARK DRIVE

LOT 17
 CHERRY HILLS
 PARK 1

LOT 26
 CHERRY HILLS
 PARK 1

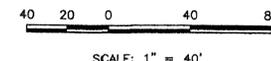
GENERAL NOTES:

1. NOTICE ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP.
4. THE LAND COMPRISING THIS SUBDIVISION IS SUBJECT ONLY TO THE EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHT-OF-WAY AND ENCUMBRANCES AS SPECIFICALLY SHOWN OR REFERENCED HERON. NO OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHT-OF-WAY OR ENCUMBRANCES, INCLUDING THOSE SET FORTH ON THE LEE / COUNTRY CLUB ASSOCIATES PLAT, AFFECT THE LAND WITHIN THIS SUBDIVISION, UNLESS SPECIFICALLY SHOWN OF REFERENCED HERON.
5. THERE IS HEREBY RESERVED AN EASEMENT OVER AND ACROSS EACH LOT FOR THE PURPOSE OF ALLOWING STORM WATER FLOWS IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND APPROVED DRAINAGE PLAN FOR THE SUBDIVISION, AS AMENDED FROM TIME TO TIME.
6. THIS PROPERTY MAY BE SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AS SHOWN HERON AND AS CONTAINED IN THE FOLLOWING RECORDED INSTRUMENTS, AND NO OTHERS.
 - A.) RIGHT-OF-WAY AGREEMENT RECORDED MARCH 23, 1982 IN BOOK 3596 AT PAGE 386.
 - B.) TERMS IN AGREEMENT RECORDED FEBRUARY 8, 1962 IN BOOK 1318 AT PAGE 210.
 - C.) INCLUSION OF SUBJECT PROPERTY IN CASTLEWOOD FIRE PROPERTY DISTRICT AS RECORDED APRIL 27, 1990 IN BOOK 5914 AT PAGE 733.
 - D.) INCLUSION OF SUBJECT PROPERTY IN SOUTH SUBURBAN PARK AND RECREATION DISTRICT AS RECORDED APRIL 27, 1990 IN BOOK 5772 AT PAGE 590.
 - E.) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 65 SERIES OF 1995 RECORDED NOVEMBER 30, 1995 AT RECEPTION NO. A5126743.
 - F.) TERMS, CONDITIONS AND PROVISIONS OF NOTICE RECORDED OCTOBER 13, 1988 IN BOOK 5551 AT PAGE 29.

SURVEY DATED JUNE 1ST, 2006.

KEY

● = SET #5 REBAR WITH PLASTIC CAP LS16409.



CURVE AND LINE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING AND DISTANCE
C1	74.61'	225.00'	Δ=18°59'55"	CH=S60°08'47"E 74.27'
C2	25.00'	426.16'	Δ=03°21'42"	CH=S39°49'26"W 25.00'
C3	87.05'	257.33'	Δ=19°22'58"	CH=S51°46'15"W 86.64'
LINE #	BEARING	LENGTH		
L1	S69°38'44"E	47.29'		
L2	S50°38'49"E	18.18'		
L3	S37°54'58"W	17.61'		

CASE NO.

HMD Inc.
 6538 S. RACINE CIRCLE
 SUITE #110
 CENTENNIAL, COLORADO 80111
 PHONE: 303-773-8770
 FAX: 303-773-8776



CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY OF THE RECORDED DOCUMENT IN MY CUSTODY. DATE 7-18-06
 NANCY A. DOTY, ARAPAHOE COUNTY CLERK & RECORDER
 BY: [Signature]

CHERRY HILLS PARK NO.1- LOT CONSOLIDATION
 LOT CONSOLIDATION WAS PREPARED
 JULY 18, 2006
 SHEET 2 OF 2

328-2

Minutes of the Planning and Zoning Commission of Cherry Hills Village, Colorado
held on Tuesday, January 13, 2026, at 5:00 PM
at City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113

CALL TO ORDER

Chair Lucas called the meeting to order at 5:05 PM.

ROLL CALL

Present at the meeting were the following Planning and Zoning Commissioners:
Wyman, Leigh, Lay, Chair Lucas, Vice Chair Miles, and Lahabi

Absent from the meeting were the following Planning and Zoning Commissioners:
Kelsall

Present at the meeting were the following staff members:
Kathie Guckenberger, City Attorney
Paul Workman, Community Development Director
Jan Peciak, Planning and Building Permit Technician

PLEDGE OF ALLEGIANCE

The Commission conducted the Pledge of Allegiance.

CONSENT AGENDA

Commissioner Wyman identified one correction on page 5. With that correction, Commissioner Wyman moved to approve the minutes of the December 9, 2025, meeting. Commissioner Leigh seconded the motion. The motion passed unanimously.

NEW BUSINESS

Public Hearing – A minor subdivision at 1 Cherry Hills Park Drive to create two lots from one lot– Paul Workman, Community Development Director

The public hearing opened at 5:10 PM. Director Workman presented the application, explaining that the request was to subdivide one lot into two lots at 1 Cherry Hills Park Drive. He confirmed that the applicant had provided all necessary affidavits verifying that public notification requirements had been met.

Director Workman described the property location as being east of University Boulevard and north/northwest of Cherry Hills Park Drive. The property is currently zoned R-1, with the original subdivision approved and recorded in 1997. The applicant's goal was to return the single lot to its original two-lot configuration from 1997.

Director Workman walked through the plotting history using several slides. The original Cherry Hills Park 1 subdivision from 1997 created the subject property as two lots - Lot 1 (south) and Lot 2 (north). He included Lot 3 in the presentation as it was relevant to subsequent approvals. In 1998, Lot 2 was consolidated with Lot 3 to create a new combined lot, while Lot 1 remained unchanged. This configuration lasted about eight years until 2006, when the City approved a replat that returned the original property line between Lots 2 and 3. Later in 2006, Lot 2 was purchased by the owners of Lot 1 and consolidated into one lot, which is the current configuration. The current request would restore the interior property line between the original Lots 1 and 2, creating two lots in the 1997 configuration, with both lots meeting the 2.5-acre minimum and having access to Cherry Hills Park Drive.

Director Workman reviewed the eight approval criteria used by staff and how all the requirements have been met. He concluded by noting that staff had received no public comments about the application. He displayed the recommended motion and indicated both staff and applicant representatives were available for questions.

Commissioner Wyman inquired about gross versus net lot area, confirming that the gross lot area complies with zoning. He asked about the source of the gross lot area, which Director Workman confirmed comes from the adjoining right-of-way, Cherry Hills Park Drive, as allowed by code rather than S. University Boulevard.

Commissioner Wyman asked about the flagpole extension intended as a driveway, which Director Workman confirmed would serve as a future driveway with sufficient width for compliance and emergency access. Commissioner Wyman also confirmed that the floor area ratio is based on the net lot area. Director Workman confirmed this.

Commissioner Shari Leigh asked about the origin of the land for the rectangular driveway for Lot 2. Director Workman clarified that it's currently part of Lot 1 and, upon approval, would become part of Lot 2 as the flagpole portion.

The Chair asked about existing homes, confirming there's a home on Lot 1 but not on Lot 2. He also confirmed no neighbors had commented despite proper posting and notification. When asked about the neighborhood size, Director Workman initially estimated 18-19 lots, then corrected to 26 lots in the original development, noting not all are developed.

Commissioner Wyman added that in one instance, an undeveloped lot is owned by an adjoining landowner to preserve a view corridor.

The Chair summarized that the lots had gone back and forth between configurations and were now returning to the original setup, which Director Workman confirmed as accurate.

The applicant, Chris Marsico of 1 Cherry Hills Park Drive, approached the microphone and thanked everyone for their work on the application, specifically acknowledging Director Workman. He mentioned having a video on his phone showing the existing cement driveway on the flagpole portion that he's been using since owning the property, offering to show it if needed. The Chair indicated this wasn't necessary since the current use suggested it was acceptable.

The Chair formally opened and then closed public testimony, noting no one from the public was present to speak.

Commissioner Lucas then moved to recommend that City Council approve the minor subdivision request at 1 Cherry Hills Park Drive to create two lots from one lot. The motion was seconded by Commissioner Wyman.

The following votes were recorded:

Commissioner Wyman	Aye
Commissioner Leigh	Aye
Commissioner Lay	Aye
Chair Lucas	Aye
Vice Chair Miles	Aye
Commissioner Lahabi	Aye

The motion passed unanimously.

REPORTS

Members of the Planning and Zoning Commission

Commissioner Leigh presented an idea she had discussed with the Chair and Director Workman earlier in the week. Having served for over two years, she observed that the Commission's work feels very reactive - reviewing requests for zoning changes and other applications as they come in. She felt the Commission was never proactive during her tenure and suggested that they have the ability to be more visionary and proactive in making suggestions for the village.

Commissioner Leigh expressed her love for living in Cherry Hills Village and believed there were ways the Commission could have a greater impact by providing more insight to Council regarding suggestions for new ordinances, zoning, or laws. She proposed having a future brainstorming session to explore whether other Commissioners had ideas about what they'd like to see happen and how they might impact future visions.

She offered several examples, emphasizing she wasn't necessarily for or against any of them. One example involved creating new ordinances or ideas about making the Village more environmentally green through building codes and zoning. These could range from broad suggestions like requiring solar panels on new houses to smaller ones like prohibiting plastic turf due to environmental concerns.

Another area she suggested was infrastructure, noting that for nearly 30 years since she moved to Cherry Hills Village, she'd heard about plans to bury power lines with money set aside, yet it still hadn't happened. She thought the Commission could develop ideas around power lines, traffic calming, or similar issues.

Commissioner Leigh asked whether others had interest in becoming more proactive and pushing forward ideas to City Council, possibly drafting language or creating white papers with suggestions.

Commissioner Wyman responded that the Master Plan would be the appropriate starting point, as it contains numerous aspirations. Rather than pulling ideas from the air, he suggested building on proposals that may have been suggested but not pursued further. He noted that burying power lines was done along Quincy using approximately \$2 million from available funds. Public Service quoted costs around \$300 per foot, and the project from east of Holly to Happy Canyon depleted all available funds. The project took 2.5 to 3 years, partly due to COVID.

The Chair agreed, noting that the Commission worked on the Master Plan, which took longer than hoped due to COVID, and was completed about three years ago. It's supposed to be updated every 10 years, but it typically happens every 15 years. He mentioned the plan contains good aspirational aspects regarding sustainability and zoning issues. He and another Commissioner had previously met with staff after the plan's completion, believing the Commission could be more proactive. However, he noted that City Council sets their agenda, 2026 planning is complete, and fiscal impacts like consultant costs must be considered. He saw no issue with adding discussion to an agenda, perhaps as a work session, while managing expectations about the process timeline.

Director Workman agreed that the Master Plan was a fantastic starting place. He noted that Commissioners Wyman, Lucas, and Miles participated in the process. He provided context that evaluating and making recommendations based on the Master Plan is part of the Planning and Zoning Commission's charge, and updating it is one of their primary duties.

He explained that during 2021-2022, after COVID delays, the Commission met monthly about drafting the current Master Plan. A Citizens Advisory Task Force (C.A.T.) included all Planning and Zoning Commissioners plus community members who vetted much of the content, including adding a new sustainability chapter that wasn't in the previous Master Plan. The process was heavily vetted between the Commission, City Council, and the C.A.T.

Director Workman suggested that if there's a desire to discuss implementation elements, they could do so, as there's a whole implementation chapter with timeframes recommended by the C.A.T. However, he expressed concern about managing expectations if there's a desire to make changes to the Master Plan or significant code changes without Council directive.

He provided an example of an implementation strategy for the City to create an operational sustainability plan that was brought to Council requesting 2026 funding. Council chose not to fund the project, instead directing funds toward actual implementation measures, primarily for parks and public works to purchase eco-friendly equipment. He emphasized that discussions by the Commission don't guarantee implementation, as these are aspirational goals with Council making final decisions weighing all community needs.

City Attorney Kathie Guckenberger added that the Commission's scope of authority is set forth in the charter and code, including the Master Plan, studying and recommending zoning map changes, implementing specific chapters, performing prescribed duties, handling annexations (unlikely to occur), exchanging information with other agencies, and other duties assigned by Council. She emphasized these constraints on the Commission's authority.

Director Workman noted the implementation strategy about undergrounding overhead power lines that generated lengthy discussion during the C.A.T. meetings. He credited Commissioner Wyman's earlier explanation about the completed undergrounding from Happy Canyon to east of Holly that depleted City reserves. He explained that the City receives a percentage of funds from Xcel Energy, and Council has decided to let that fund reaccumulate before pursuing more undergrounding. While the implementation strategy exists and is being worked on, it won't result in annual undergrounding projects due to costs.

Commissioner Leigh acknowledged her awareness of the Master Plan, having read it again before raising her idea. She understood the process and that any suggestions would likely be for 2027 or 2028. She felt there was an opportunity for greater Commission impact, though many ideas might not be viable. She believed that if the group felt certain things were important and worked together on suggestions to Council, it might increase the likelihood of future implementation.

The Chair agreed there was no objection to having these discussions and mentioned his awareness of things he'd like the Commission to be more proactive on. He suggested staff consider when to add it to a meeting agenda.

Director Workman expressed willingness to accommodate this. To be efficient with everyone's time, he suggested Commissioners review the implementation chapter and bring specific suggestions to the next meeting rather than reviewing all implementation strategies, which could be lengthy.

He reiterated his desire for direction on what the Commission seeks information about and to what end. He noted that while discussions could be fruitful, the Commission wouldn't have much say in implementing certain chapters like transportation, whereas land use or sustainability might be more relevant. He pointed out that parks and trails, transportation, and infrastructure implementation strategies aren't particularly relevant to the Commission's charge.

To move forward, the Chair suggested everyone review the Master Plan and send individual thoughts and ideas to staff for creating a short discussion outline while keeping the scope manageable to avoid rehashing the entire master plan.

Director Workman then confirmed that Commissioners should review the Master Plan, select and prioritize three implementation strategies, and send them to staff for synthesis and discussion at a future meeting. He suggested this approach to avoid rehashing the entire Master Plan.

The Chair thought this sounded great and confirmed it worked for everyone. He thanked Commissioner Leigh for bringing up the topic.

City Staff

Director Workman provided several updates. First, City Council approved the site plan amendment for Cherry Hills Country Club's chipping area renovations the previous week. Work was expected to begin quickly, with equipment potentially visible in the coming weeks.

He stated that the state legislature starts the next day, with expected challenges to home rule authority, particularly regarding land use. One expected bill, referred to as YIGBY (Yes In God's Backyard), would allow the state to override local land use authority for higher-density multifamily development on property owned by churches or schools. This year's version would apply only to schools, not religious institutions. He clarified this meant nonprofit schools and regular schools, though final language hadn't been seen.

Director Workman noted that Council was monitoring legislative developments. He had placed a Pew Institute article on the Commissioners' desk summarizing efforts to increase housing, particularly affordable housing. He observed this has been mostly a Western trend, with some East Coast states like Massachusetts and Maine participating. Notably, the trend had been in blue states but was now appearing in red states like Texas, Arkansas, and Montana. This included implementing mandates for ADUs, increased density near transit, and similar measures.

He updated that the pending lawsuit between the state and five local municipalities regarding two land use pieces of legislation from the previous year had seen no movement. City Attorney Guckenberger confirmed they were awaiting a ruling on the State's motion to dismiss some municipal claims.

Director Workman referenced a recent Colorado Supreme Court ruling that local municipalities lack the authority to set different penalties in municipal court if the state already regulates that violation. City Attorney Guckenberger clarified that this applied to misdemeanors and petty offenses, calling it fairly narrow for now. Director Workman noted this indicated the state supreme court's disregard for local home rule authority in that case, which wasn't a positive indicator for land use matters if they reached that level.

Regarding follow-up on fences along state highways, Director Workman reported that Council would discuss this at their next meeting. Staff was requesting direction consistent with the Commission's vote to grandfather existing nonconforming fences adjacent to state highways. He would update the Commission after Council's discussion.

When asked about future meetings, he indicated that March would very likely have a meeting, while February depended on whether an application came together in the next few days.

City Attorney

None

ADJOURNMENT

Chair Lucas adjourned the meeting at 5:48 pm.

William Lucas, Chair

Jan Peciak, Planning and Building Permit Technician

City Council Communication

Date:
Feb 17, 2026

Agenda Number:
10c(i)

Subject:
Department Monthly Reports

Presented by City Staff

Each of the major staff functions prepares a monthly statistical report of their activities. The functions covered are listed below:

- Community Development Department
- Police Department
- Municipal Court (quarterly)
- Public Works Department

These reports are used by staff members to evaluate the performance and efficiency of their respective departments and are forwarded to the City Council for your information as well. Questions or comments are welcome.

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH-END REPORT FOR JANUARY 2026

DATE: FEBRUARY 17, 2026

BUILDING PERMITS SUMMARY:

	January 2026	YTD 2026	YTD 2025	YTD % Change
Total Permits	92	92	72	31%
Total Revenue	\$45,710	\$45,710	\$50,205	-9%
New Home Permits	0	0	0	0%
New Home Revenue	\$0	\$0	\$0	0%
Remodel/Addition Permits	11	11	7	57%
Remodel/Addition Revenue	\$19,357	\$19,357	\$19,031	2%

PLANNING AND ZONING COMMISSION (COMMISSION):

- The Planning and Zoning Commission met on January 13, 2026, to discuss a minor subdivision request by the owners of 1 Cherry Hills Park Drive. The Commission voted unanimously to recommend approval of the application.

BOARD OF ADJUSTMENT AND APPEALS:

- The Board of Adjustment and Appeals did not meet in January due to nothing on the agenda.

ATTACHMENTS:

- Exhibit A: Planning Project Activity List
- Exhibit B: Year-to-Date Permits Issued Graphs
- Exhibit C: Year-to-Date Permits Submitted Graphs
- Exhibit D: Permit Summary Table

JANUARY 2026 APPLICATION REPORT

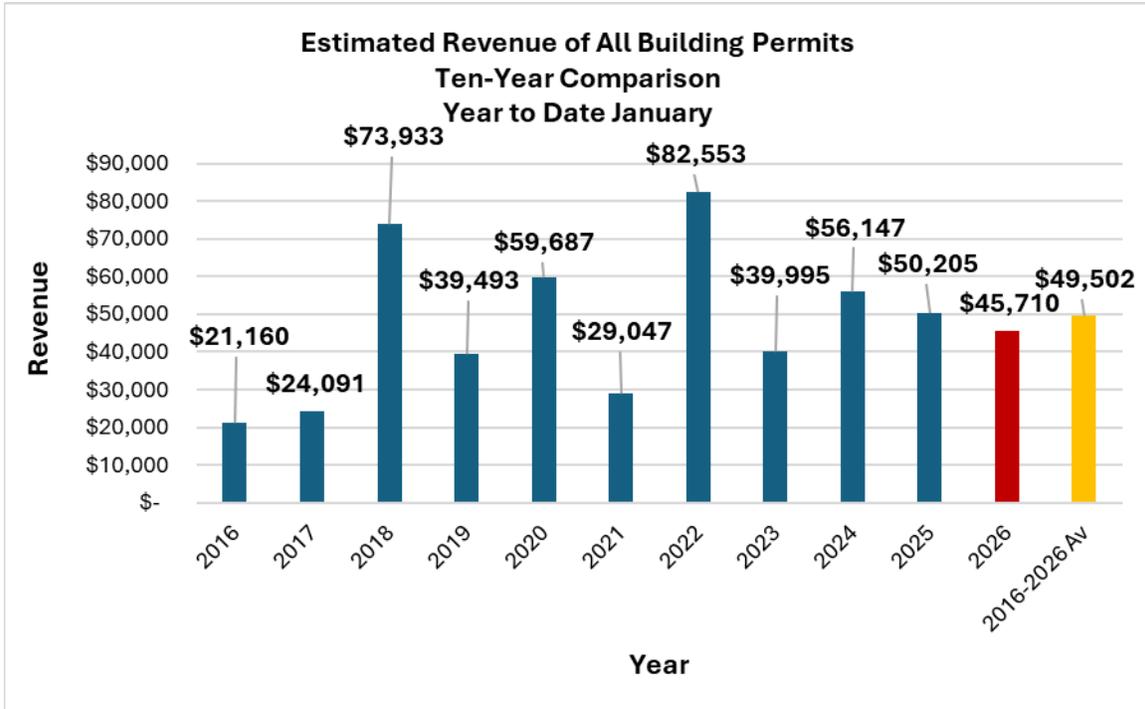
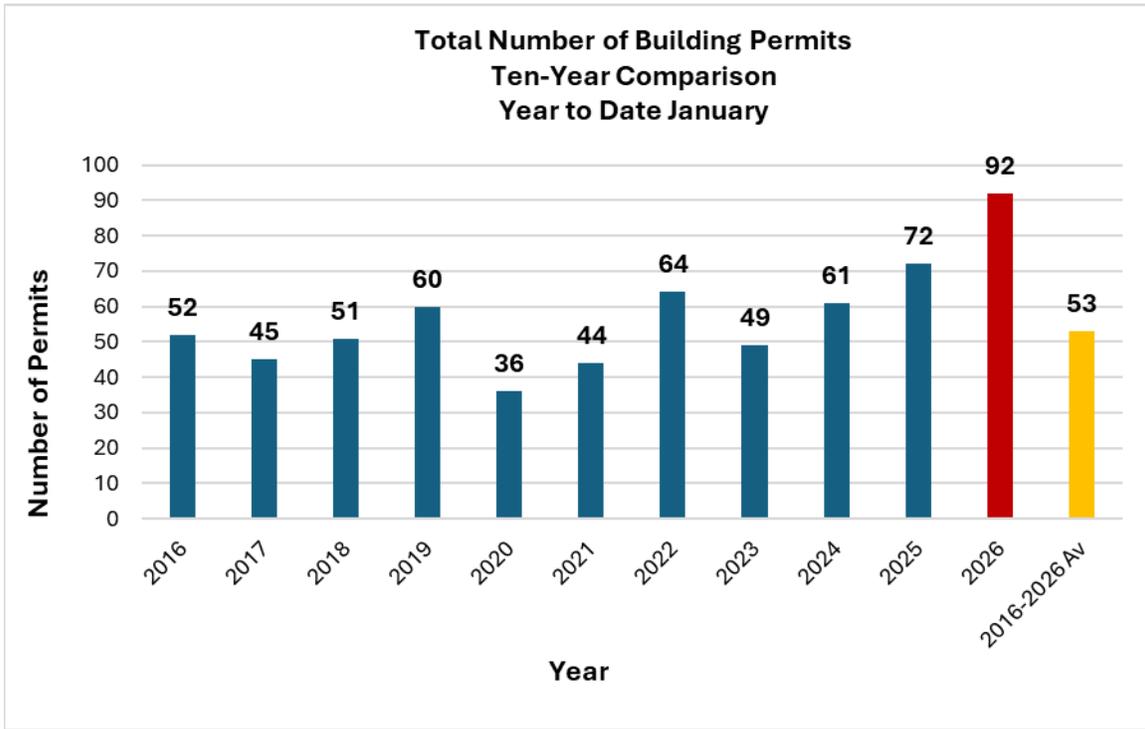
Portal Submitted = Application is incomplete and not under review, Pending = Application is complete and under review

NOTE: City Council, the Planning and Zoning Commission, and the Board of Adjustment and Appeals are advised not to discuss quasi-judicial land use matters with any person outside of the public hearing process, as it is considered ex parte communication and is illegal. The restriction on discussing quasi-judicial matters is considered to take effect once a formal application has been filed with the City. The following is a list of applications for which the City has received a formal application. City Council, the Planning and Zoning Commission, and the Board of Adjustment and Appeals are advised to use caution when discussing any land use application that may become a quasi-judicial application, even before the application is formally filed with the City.

Location	Owner Name	File Date	Project Name	Project Use	Project Type	Current Use Proposed Changes	Status	Planning & Zoning Commission	City Council	Board of Adjustment and Appeals
1776 E TUFTS AVE	JANICE A HUNT QUALIFIED PERSONAL RESIDENCE TRUST	3-Jul-24	FDP-002-24_1776 E. TUFTS AVE FLOODPLAIN DEVELOPMENT PERMIT	Floodplain Development Permit	Administrative	The proposed project will stabilize an outside bend of Little Dry Creek where streambank erosion is threatening a buried sanitary sewer utility. The project will stabilize the streambank through grading and use of soil riprap, coir matting, and willow stakes.	Pending	NA	NA	NA
4650 S UNIVERSITY BLVD	C K J K CORPORATION	31-Dec-24	MS-001-25 MINOR SUBDIVISION TO CREATE TWO LOTS	Minor Subdivision/Amended Plat	City Council	minor subdivision plat to create two (2) residential lots	Pending	TBD	TBD	NA
4350 S FRANKLIN ST	MANIATIS KONSTANTINOS G FREESTONE KRISTIN A	10-Feb-25	FPV-001-25_4350 S FRANKLIN ST (NEW STRUCTURE)	Floodplain Variance	City Council	Pump house construction.	Pending. Waiting on 2nd Submittal	TBD	TBD	NA
1 CHERRY HILLS PARK DR	MARSICO CHRISTOPHER J MARSICO TAMMY C	4-Jun-25	MS-002-25_1 CHERRY HILLS PARK DR	Minor Subdivision/Amended Plat	City Council	As more particularly described in the Project Narrative submitted with this Application, the Applicant desires to re-subdivide the Subject Property into two lots of approximately equal size, which subdivision will revert the Subject Property to the configuration as it existed prior to the consolidation evidenced by that certain Cherry Hills Park No. 1 " Lot Consolidation plat recorded September 12, 2006.	Pending.	1/13/2026	2/17/2026	NA
3699 S ALBION ST	SUNDRU MOODLEY TRUST	15-Jul-25		Variance	Board of Adjustment and Appeals	A barn to replace our original dilapidated barn, same size.	Portal Submitted	NA	NA	TBD
4500 E HAMPDEN AVE	BETHANY LUTHERAN CHURCH	18-Aug-25		Site Plan/Site Plan Amendment	City Council		Portal Submitted	TBD	TBD	NA

110 GLENMOOR DR	GLENMOOR COUNTRY CLUB	28-Oct-25	SPA-005-25 GLENMOOR COUNTRY CLUB PICKLEBALL	Site Plan/Site Plan Amendment	City Council	Addition of four pickleball courts, with surrounding wall, and associated grading and parking lot modifications.	Pending. Waiting on 2nd Submittal	TBD	TBD	NA
110 GLENMOOR DR	GLENMOOR COUNTRY CLUB	28-Oct-25	V-002-25 GLENMOOR COUNTRY CLUB PICKLEBALL FENCE	Variance	Board of Adjustment and Appeals	Addition of four pickleball courts, with surrounding wall, and associated grading and parking lot modifications. Variance request for height of wall surrounding the pickleball courts.	Pending. Waiting on 2nd Submittal	NA	NA	TBD
4000 E Quincy Ave	Kent-Denver Country Day School	10-Nov-25	SPA-006-25 BLACKMER HALL EXPANSION	Site Plan/Site Plan Amendment	TBD	The project is a proposed expansion and modification of Blackmer Hall. The building is currently occupied by the business office, faculty housing, and a daycare for KDS staff. The addition will include approximately 3,400 square feet, of which approximately 2,700 sf will be a Daycare Expansion. The balance of additional square feet is associated with an elevator, stair, and utilities required to bring the combined addition and existing building into code compliance. Additionally, the existing building of approximately 11,000 square feet will be renovated.	Pending. 2nd Review Cycle Ends 2/4/26	TBD	TBD	NA
1516 E OXFORD LN	REBERRY JEFF CHARLES REBERRY PAIGE GOODSON	1-Dec-25	BPV-001-25 BULK PLANE VARIANCE	Administrative Bulk Plane Modification	Administrative	The current Main home and Accessory building are being repaired and remodeled with minor additions and HVAC and material upgrades through-out.	Pending. Waiting on 3rd Submittal	NA	NA	NA
4650 S UNIVERSITY BLVD	C K J K CORPORATION	15-Dec-25	MS-001.1-25_4650 S. University Blvd	Minor Subdivision/Amended Plat	City Council	variance request to fee-in-lieu for minor subdivision.	Pending. 2nd Review Cycle Ends 2/11/26	TBD	TBD	NA
4450 S DAHLIA ST	ARAPAHOE TENNIS CLUB	18-Dec-25	SPA-007-25_ATC Overflow Parking	Site Plan/Site Plan Amendment	City Council	Gravel parking lot site plan amendment	Pending. 1st Review Cycle Ends 2/12/26	TBD	TBD	NA

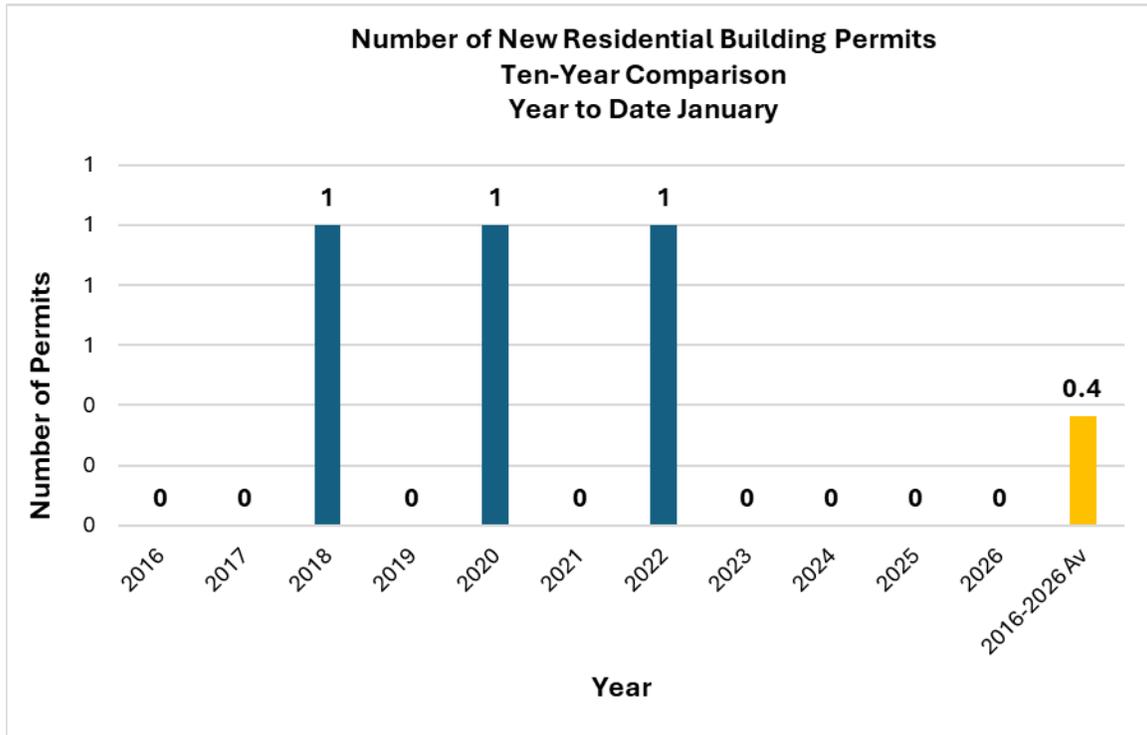
TOTAL PERMITS ISSUED
 Year to Date through January
 10 Year COMPARISON



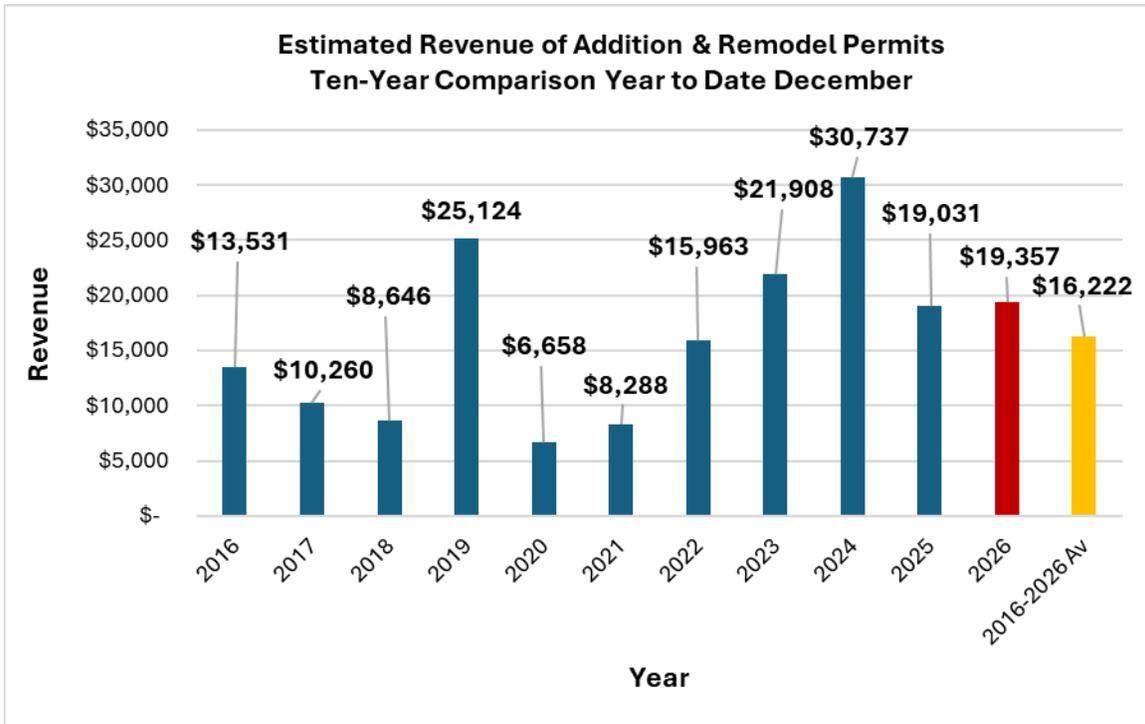
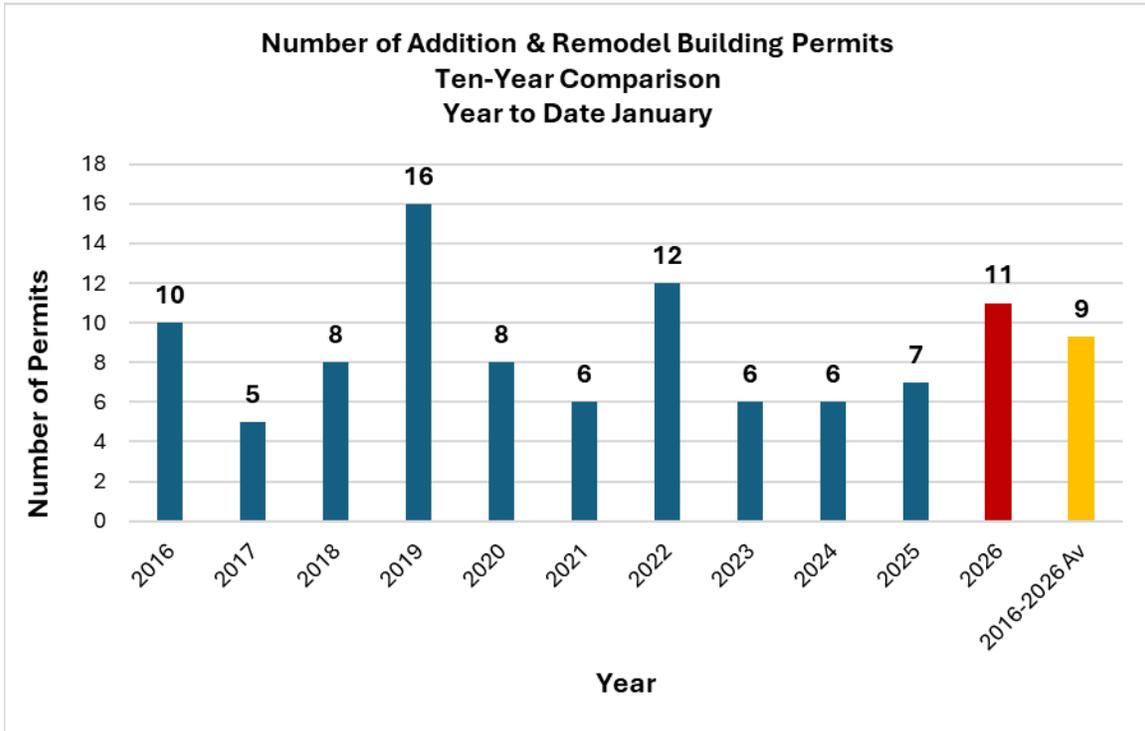
NEW RESIDENCES

Year to Date through January

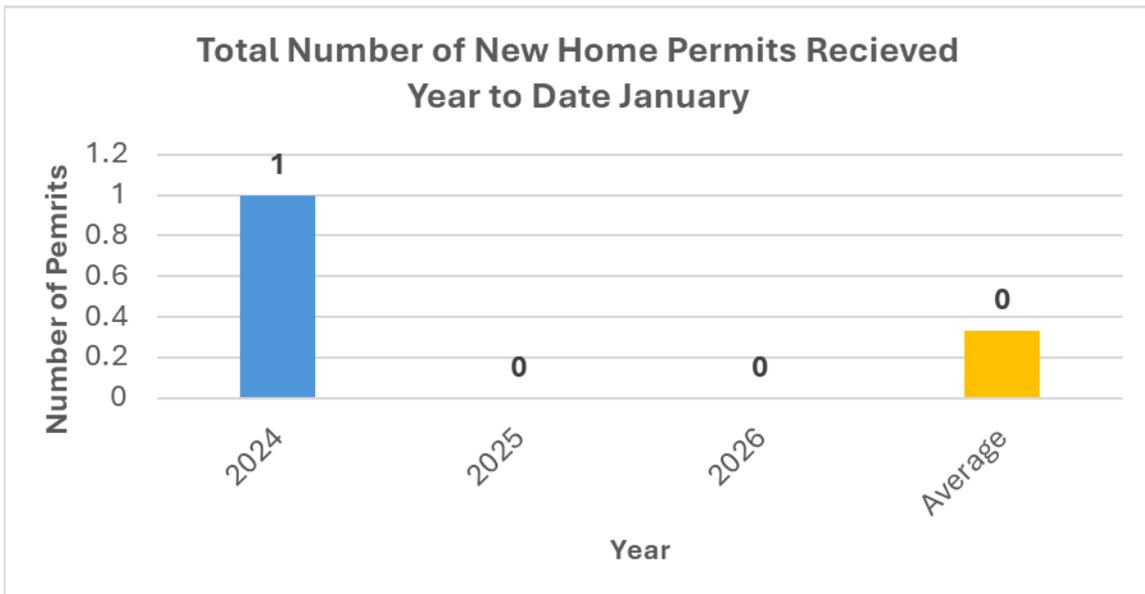
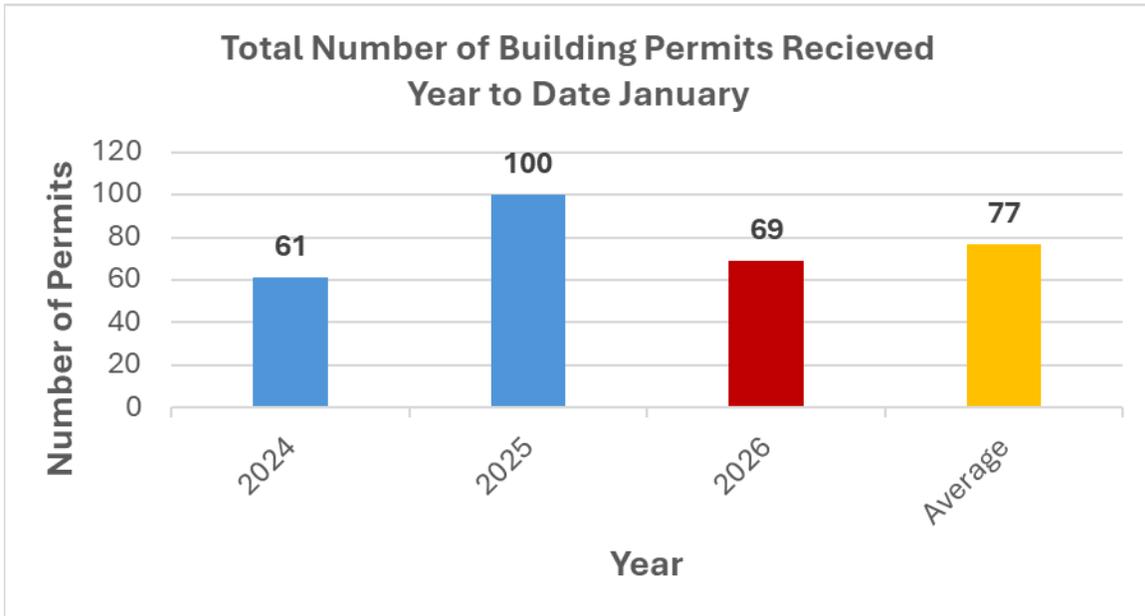
10 YEAR COMPARISON



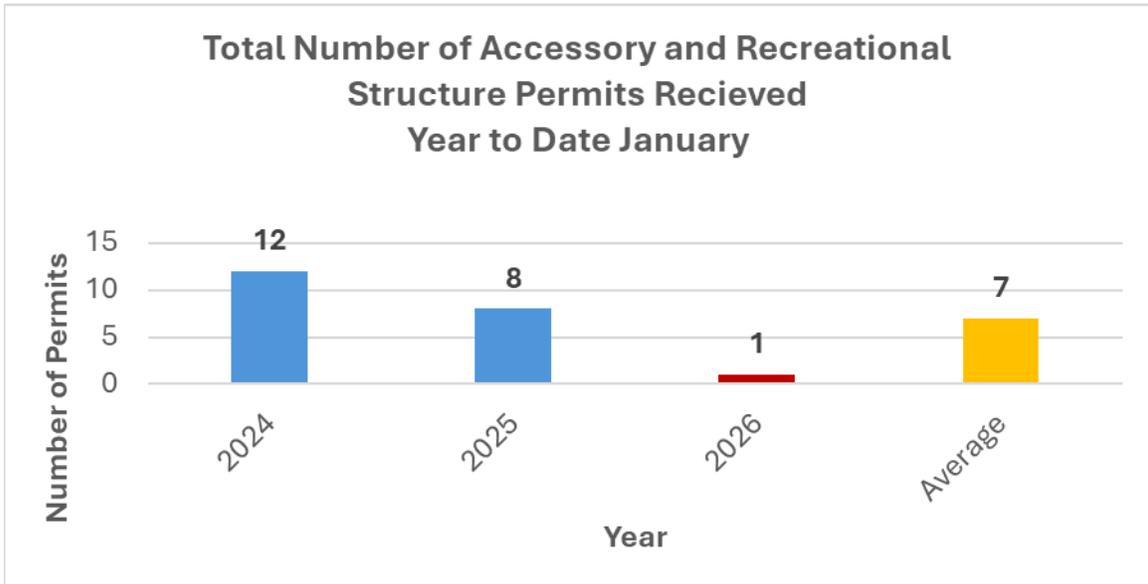
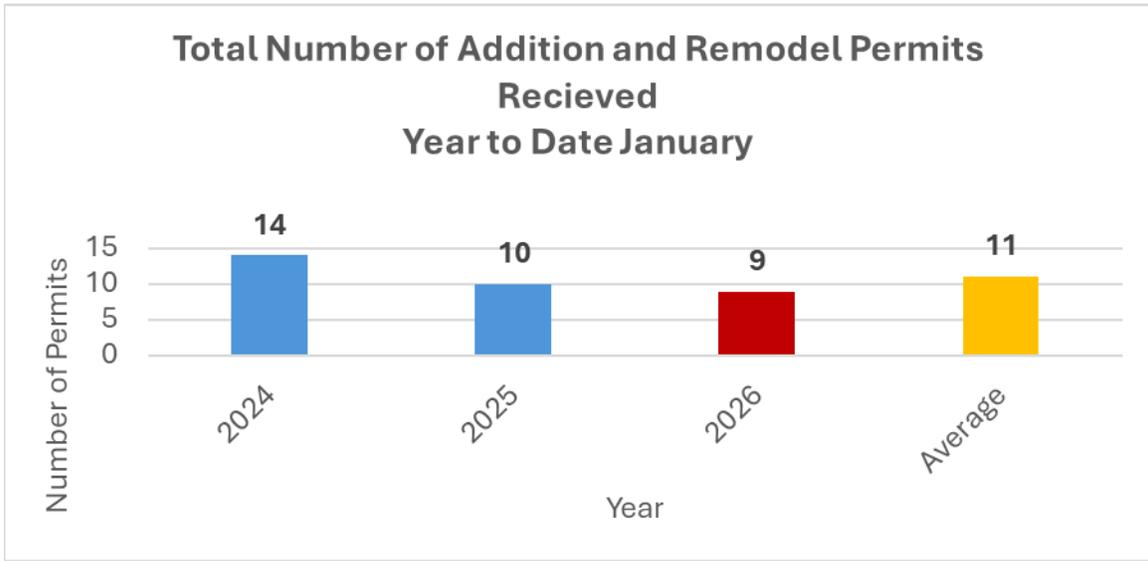
ADDITIONS & REMODELS
 Year to Date through January
 10 YEAR COMPARISON



PERMITS SUBMITTED
Year to Date through January
COMPARISON

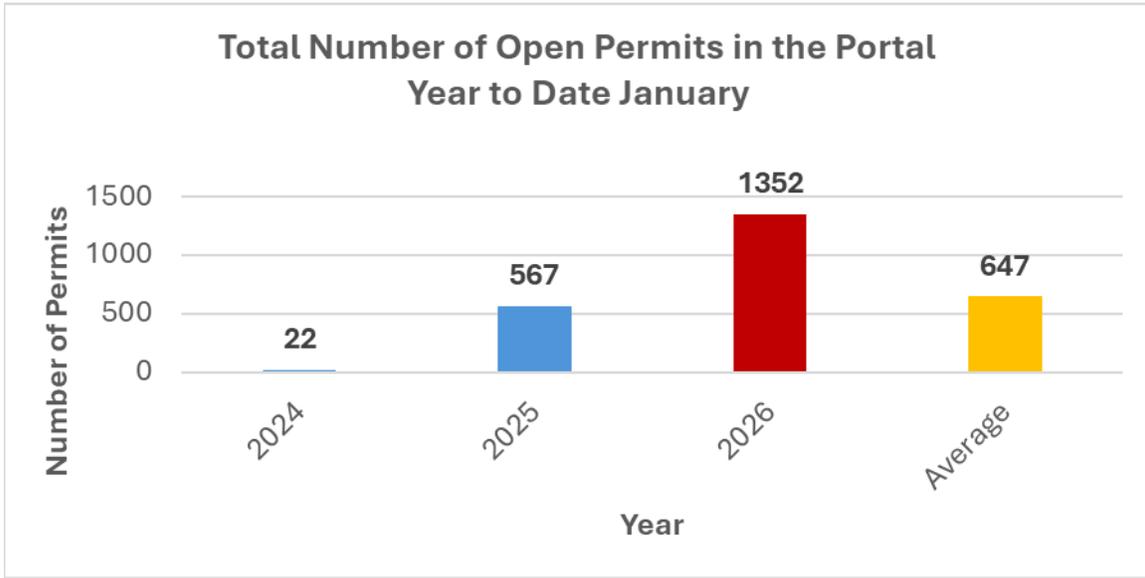


PERMITS SUBMITTED
Year to Date through January
COMPARISON



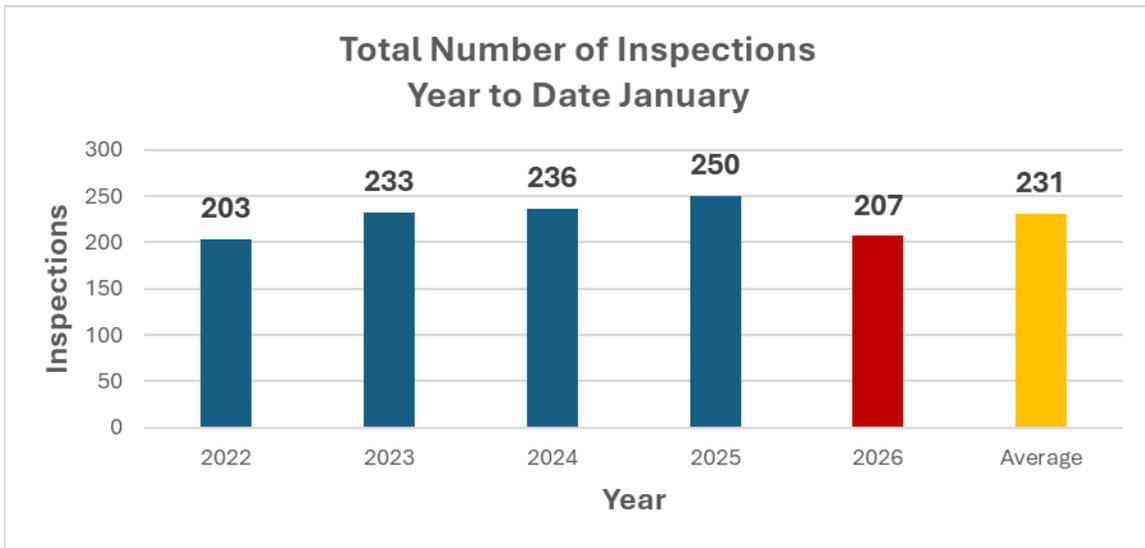
PERMITS OPEN

Year to Date through January
COMPARISON



INSPECTIONS

Year to Date through January
COMPARISON



CITY OF CHERRY HILLS VILLAGE
COLORADO

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

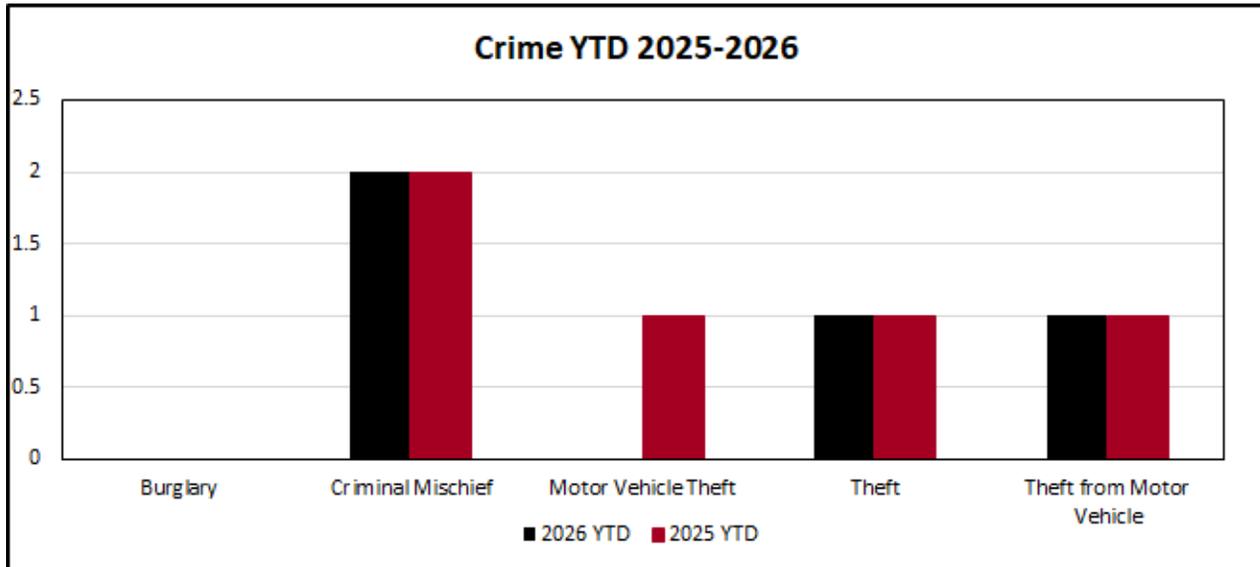
City Hall
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 10c(i)

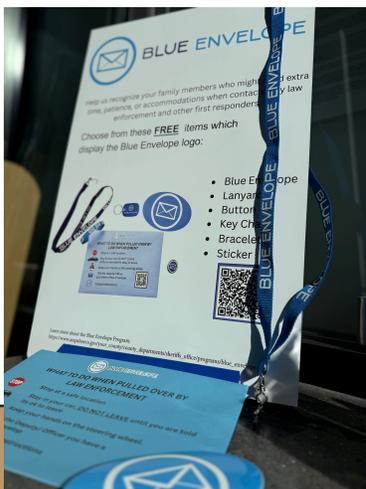
MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL
FROM: JASON LYONS, CHIEF OF POLICE
SUBJECT: POLICE DEPARTMENT MONTH END REPORT FOR JANUARY 2026
DATE: FEBRUARY 17, 2026

The January 2026 monthly report for the Police Department is attached.



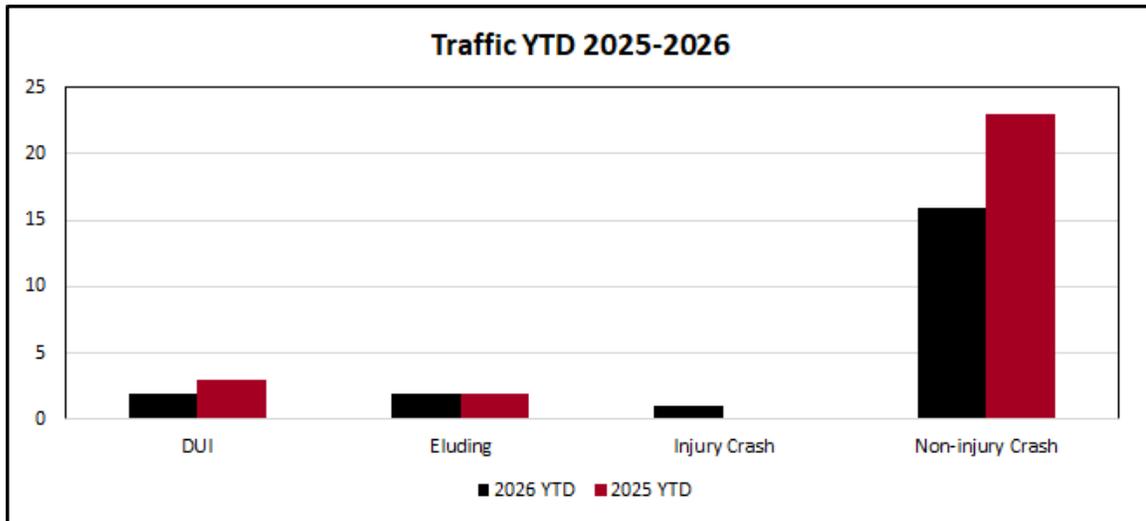
CRIME	JANUARY	2026 YTD	2025 YTD	YTD % CHANGE
BURGLARY	0	0	0	N/A
CRIMINAL MISCHIEF	2	2	2	0.00%
MOTOR VEHICLE THEFT	0	0	1	-100.00%
THEFT	1	1	1	0.00%
THEFT FROM MOTOR VEHICLE	1	1	1	0.00%



The Cherry Hills Village Police Department is participating in the Blue Envelope Program, an initiative designed to support safe and positive interactions between first responders and community members who may experience communication challenges due to a condition or disability.

Participants can choose to carry a blue envelope—containing items such as driver’s license, registration, and insurance—or use other indicators like bracelets, keychains, lanyards, or bumper stickers displaying the program logo. These identifiers signal to first responders that alternative communication methods or accommodations may be helpful.

Stop by the Police Department lobby to get your Blue Envelope



TRAFFIC	JANUARY	2026 YTD	2025 YTD	YTD % CHANGE
DUI ARRESTS	2	2	3	-33.33%
ELUDING	2	2	2	0.00%
INJURY CRASH	1	1	0	N/A
NON-INJURY CRASH	16	16	23	-30.43%

Citizens Police Academy Registration Opening February 23!



2025 Graduates

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL
FROM: JAY GOLDIE, DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS
SUBJECT: PUBLIC WORKS DEPARTMENT MONTH END REPORT FOR JANUARY 2026
DATE: FEBRUARY 17, 2026

Streets Division

- **Administrative**
 - Dominic completed end of month report.
 - Dominic and Daniel worked on equipment hour logs for HEO II.
 - Dominic attended two bi-weekly managers' meetings.
 - Dominic conducted three first round interviews. Dominic and Daniel conducted three second round interviews.
 - Daniel set up LTAP training registration for company certified flaggers. 50 hours.
- **Asphalt Patching Operations**
 - Fixed 3 potholes in yard at 2101 shop to get experience with new asphalt recycler. 1 ton of recycled asphalt. 56 hours.
- **Building Maintenance**
 - Fixed and remounted air hose reel in building 2 at 2101. 8 hours.
- **Crack Sealing Operations**
 - Crack sealed Meade Ln, El Camino Dr section in between Holly St and E Charlou Dr, E Charlou Dr, and half of Dasa Dr. 147 bags. 266 hours.
- **Equipment Maintenance**
 - Prepared trucks for snow events, plows on trucks, topped off fluids, pre trip CDL trucks.
 - Emptied salt out and washed trucks/equipment after snow events.
 - Crack seal machine delivered to DISSCO for wiring problem repairs.
 - Washed and cleaned trucks for application of new decals.
 - Worked on headlight issues for truck 48.
 - Greased all plows, trucks and large equipment. 115 hours.
- **Sign Work**
 - Installed tubular delineators for S. Colorado Blvd High Line Canal Trail crossing.

- Replaced faded Pedestrian Crossing sign at S. Colorado Blvd High Line Canal Trail crossing.
- Replaced Limited Sight Distance sign on Charlou Cir that was run over. 99 hours
- **Shop Maintenance**
 - Bi-weekly cleaning of shop and facilities. 14 hours.
- **Snow Removal Operations**
 - Snow Events on January 9th, January 19th, January 24th.
 - Post Event Snow and Ice removal on January 20th, January 26, 27, 28. Ice Slicer 41 tons. Ice Kicker 14.5 tons. 188 hours.
- **Training**
 - Daniel completed CIRSA ethics training. 2 hours.
- **Sweeper Operations and Cleanup**
 - Swept Farms East and Farms West, S Dahlia St, E Princeton Ave, Hudson Pkwy, Happy Canyon Rd. Sweepings 8 tons. 990 gallons water. 18 hours.
- **Work Orders**
 - Stop sign run over at Radcliff Ave and Downing.
 - Limited sight distance sign run over on Charlou Cir.
 - Ice removal from drain pans at E Princeton Ave. and Forest Cir. 27 hours.

Parks Division

- **Projects**
 - Parks crew rearranged and organized shelves in building 3 at 2101, in order to make room for new mowers. They also built several new shelves from recycled lumber.
- **Tree Care**
 - Parks crew began structure pruning in open space parks, entry features, and along right of ways to improve the quality of trees around the city.
 - 18 truck loads of branches.
 - 5 yards of chipped branches recycled.
 - Parks Division initiated drought watering for trees, beginning with watering small, newly planted trees, then watering all remaining trees in open space parks and entry features.
 - Watered trees for four weeks straight in January and will continue in February.
- **Flower Bed Maintenance**
 - Parks Horticulturist began prepping flower beds for spring.
 - Added 6 yards of recycled wood chip to flower beds.
- **Quincy Farm Care**
 - Began watering trees in the Quincy Farm pastures.
 - Parks crew temporarily removed the irrigation along the Quincy Farm bridge, in preparation for bridge replacement.
- **ROW Upkeep**
 - Picked up trash and branches along the right of ways.
 - Straightened bollards along the mains.
- **Parks & Trails Improvements**
 - Replaced and straightened bollards along trails and in open space parks.
 - Replaced 6 bollards.

- **Equipment**
 - Parks Division spent several days maintaining snowplow equipment, including replacing worn out parts.
- **Training/Education**
 - Parks employee continued studying for their pesticide applicators license.
- **Snow Removal**
 - Parks staff removed snow on four occasions:
 - All Staff- Friday January 9th, roughly 1.5” of snow.
 - One worker- Monday January 19th, 1” of snow.
 - One worker- Saturday January 24th, 1” of snow.
 - Two workers- Monday January 26th, 2" of snow.

ATTACHMENTS

January 2026 Streets Activity Log

January 2026 Parks Activity Log

January 2026 Right of Way Log

January 2026 Code Enforcement in Rights of Way Log

JANUARY 2026 STREETS LOG

	Week 1	Week 2	Week 3	Week 4	Week 5	TOTALS
ad - Administrative Office Work	0	4	25	6	15	50
as - Asphalt patching operations	0	0	0	0	56	56
bm - Building Maintenance	0	0	0	8	0	8
cn - Concrete repairs	0	0	0	0	0	0
cp - Overseeing contractor operations	0	0	0	0	0	0
cr - Sealing Operation	0	154	58	54	0	266
dr - Drainage Work	0	0	0	0	0	0
em - Equipment Maintenance	0	29	34	36	16	115
gm - General Maintenance	0	0	0	0	0	0
gr - Grounds Maintenance	0	0	0	0	0	0
gv - Gravel road maintenance	0	0	0	0	0	0
hl-d - Loads to dump	0	0	0	0	0	0
hl-po - Materials hauled to shop	0	0	0	0	0	0
hl-r - Loads to recycle plant	0	0	0	0	0	0
hl-s - Loads to shop	0	0	0	0	0	0
ir - Irrigation repairs	0	0	0	0	0	0
ln - Landscape Repairs	0	0	0	0	0	0
ms - Material Stockpiling	0	0	0	0	0	0
Misc	0	0	0	0	0	0
oc - On Call	0	0	0	0	0	0
pm - Preventative Maintenance	0	0	0	0	0	0
po - Purchasing materials	0	0	9	0	0	9
pt - Painting Street	0	0	0	0	0	0
sg - Sign Work	0	0	93	0	6	99
sh - Shouldering Work	0	0	0	0	0	0
shp - Shop Maintenance	0	0	0	10	4	14
sn - Snow removal operations	0	18	0	62	108	188
sp - Specal Event	0	0	0	0	0	0
sw - Sweeper operations & cleanup	0	18	0	0	0	18
tp - Thermo Plastic	0	0	0	0	0	0
tr - Training	0	0	0	2	0	2
tr-pl - Plow Training	0	0	0	0	0	0
tr-sw - Sweeper Training	0	0	0	0	0	0
tr-sa - Safety Training	0	0	0	0	0	0
tr-he - Heavy Equipment Training	0	0	0	0	0	0
wo - Work Order	0	8	9	0	10	27
tt - Tree Trimming	0	0	0	0	0	0
pto - Paid time off	0	0	12	0	1	13
Hol - Holiday	0	0	0	0	0	0
TOTALS	0	231	240	178	216	865

MATERIALS

as- Asphalt	tons	0	0	0	0	1	1
rb - Road base	tons	0	0	0	0	0	0
cm - Cold Mix	bags	0	0	0	0	0	0
cn - Concrete (Demo)	tons	0	0	0	0	0	0
cn - Concrete (Laid)	yards	0	0	0	0	0	0
cr - Crack Seal	bags	0	98	20	29	0	147
ts - Topsoil	yards	0	0	0	0	0	0
tb - Tree Branches	loads	0	0	0	0	0	0
ss - Salt/Sand	tons	0	0	0	0	0	0
ik - Ice Kicker	tons	0	3.5	0	0.5	10.5	14.5
is - Ice Slicer	tons	0	13.5	0	13	14.5	41
ms - Misc.	loads	0	0	0	0	0	0
sw - Sweepings	tons	0	8	0	0	0	8
tp - Thermo Plastic	boxes	0	0	0	0	0	0
Rock/Ditch Dirt	tons	0	0	0	0	0	0
Water	gal	0	0	0	0	0	0
Mag Chloride	gal	0	990	0	0	0	990
Dump	tons	0	0	0	0	0	0
Debris		0	0	0	0	0	0

JANUARY 2026 PARKS LOG

	Week 1	Week 2	Week 3	Week 4	Week 5	TOTALS
ad - Administrative Office Work	20	5	12	0	5	42
bm - Building Maintenance	0	0	0	0	0	0
cn - Concrete	0	0	0	0	0	0
cp - Overseeing contractor project	0	0	0	0	0	0
cr - Crackseal trails	0	0	0	0	0	0
fn - Fence repair/installation	0	40	40	0	0	80
ft - Fertilizing Trees	0	0	0	0	0	0
gm - Gen. Maint to trails, parks, ROW	44	0	20	52	55	171
gps - GPS and Mapping	0	0	0	0	0	0
hlc - Work done on High Line Canal	0	0	0	0	0	0
hl-d - Loads to dump	0	0	10	0	0	10
hl-po - Materials to shop	0	0	0	0	0	0
hl-r - Loads to recycle shop	0	0	0	0	0	0
hl-s - Loads to shop	0	0	0	0	0	0
ir - Irrigation repair/install/maint.	0	0	0	0	0	0
ln - Landscape Repairs	0	0	0	0	0	0
Misc - Miscellaneous	37	43	17	17	0	114
mw-p - Mowing Parks	0	0	0	0	0	0
mw-e - Mowing/maint. In entry features	0	0	0	0	0	0
mw-r - Mowing rights of ways	0	0	0	0	0	0
mw-t - Mowing Trails	0	0	0	0	0	0
pl - Planting	0	0	0	0	0	0
pm - Preventative maint/equip repair	0	0	0	0	0	0
po - Purchase materials	0	0	0	0	0	0
QF - Work done at Quincy Farm	3	0	30	0	40	73
se - Special Events	0	0	54	0	0	54
sg - Sign repair	0	0	0	0	0	0
shp - Shop Work	7	70	22	64	70	233
sn - Snow removal operations	10	0	0	7.5	28	45.5
spw - Spray Weeds	0	0	0	0	0	0
sw-t - Sweeping trails	0	0	0	0	0	0
tr - Training/Conference/safety	6	0	0	0	5	11
ts - Trash pickup both cans and loose	10	10	6	14	10	50
tt - Tree pruning/maintenance	49	20	8	4	110	191
wa - Watering	30	20	40	28	0	118
wd-m - Weed cutting mains	0	0	0	0	0	0
wd-p - Weed cutting parks	0	0	0	0	0	0
wd-r - Weed cutting rights of ways	0	0	0	0	0	0
wd-t - Weed cutting trails	0	0	0	0	0	0
pto - Paid Time Off	50	30	61	71.5	15	227.5
hol - Holiday Pay	64	0	0	64	0	128
to-c - Time off comp	330	238	320	322	338	1548
to-w - Time off for workers comp	0	0	0	0	0	0
TOTAL HOURS	660	476	640	644	676	3096
MATERIALS						
is - Ice slicer- tons	0	0	0	0	0	0
mu - Mulch- yards	0	4	0	0	0	4
ts - Top soil- yards	0	0	0	0	0	0
sr-r - Split rail - Rails	0	8	5	0	0	13
sr-p - Split rail - Posts	0	11	3	0	0	14
tb - Tree branches- truckloads	0	0	0	0	0	0
Sod	0	0	0	0	0	0
ms - Misc materials	0	0	0	0	0	0
rb - Road Base- tons	0	0	0	0	0	0
Bollards	0	0	5	0	0	5
Rock	0	0	0	0	0	0
Construction Materials	0	0	0	0	0	0
Clippings	0	0	0	0	0	0
Trash	0	0	24	0	0	24
Planters Mix	0	0	0	0	0	0

2026 RIGHT-OF-WAY PERMITS MONTHLY REPORT

Jan-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
4		5	3			1	13

Feb-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Mar-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Apr-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

May-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Jun-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Jul-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Aug-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Sep-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Oct-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Nov-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Dec-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

2026 YEAR END TOTALS							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
4	0	5	3	0	0	1	13

Cherry Hills Village Right of Way Activity Log

January

Location	Notes
Carriage Ln	Parking issue-trail access-moved
E Tufts Ave	Site parking-no violation
E. Quincy and S. Holly	Signs removed
S Franklin St	Site parking-moved
S Franklin St	Cones placed in ROW-NOV-moved
S Colorado Blvd	Site parking-moved
Carriage Brook	Debris in ROW-removed-NOV-cleaned
Tamarac Ln	Site parking-moved
S. Colorado Blvd	Access parking-moved
S Dahlia St.	Site parking-no violation
Carriage Brook	Stormwater violation-trash-NOV issued
S Dahlia St.	Roll off in ROW-NOV issued-moved

CITY OF CHERRY HILLS VILLAGE
COLORADO

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

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

ITEM: 10c(ii)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL
FROM: KELLY NEWMAN, DIRECTOR OF FINANCE AND ADMINISTRATION
SUBJECT: DECEMBER 2025 FINANCIAL STATEMENTS
DATE: FEBRUARY 17, 2026

Overview:

Attached are the City's financial reports for December 2025 (Exhibit A). The Balance Sheets for each of the City's eleven funds show beginning Fund Balances along with "Revenue Over (Under) Expenditures – YTD" (net income) as of December 31, 2025. The "Revenues/Expenditures Compared to Budget" sections display details of the City's operations for each fund and department. The highlighted sections of the report note the following:

- Current Cash balance: \$48.9M (decrease of \$0.2M from 11/30/2025 due to payments for capital projects made- specifically work on Quincy Farm Pond)
- Current General Fund balance: \$38.9M (No change from 11/30/2025, as revenues and expenditures held steady for December 2025)
- Revenue over Expenditures YTD: \$2.1M (decrease of \$2M from 11/30/2025 as COP payments, all general fund transfers, and year end interest allocations have now been accounted for)

The decrease in overall cash balance is primarily due to budgeted payments made for Quincy Farm Pond in December 2025. Conservation Trust Fund cash balance has decreased by \$0.2M due to budgeted payments for Quincy Farm Pond.

All budgeted transfers between funds have been made for 2025. Final 2025 COP debt payments were made in November 2025 and are reflected in the November 2025 YTD reports and the December 2025 cash balance as payments cleared in December 2025. Year end accruals are in process and will be reflected in the audited 2025 financial statements.

Revenues:

Overall general fund revenues came in 12% above budget – with the largest increases in Building permit fees (43% above budget), Sales Tax (15% above budget), and Utility franchise fees (27% above budget). Only court fines (by 30%) and motor vehicle sales tax (by 5%) are under budget. Building permit revenue is well above budget at \$500k above budget (43%) at the end of 2025. This is due to continued increase in building permits issued and cost of the average building project increasing (increased cost of materials, labor, inflation, etc). Utility Franchise use payments have also increased in 2025, revenue collected is at \$650k or 27% above budget at the end of 2025. This is due to increase in utility costs, fees and usage. Court fines are also trending below budget by 30% and missed budget by \$54k in 2025. Modernization of court processes and streamlining of tickets coming into the system for payment could help revenue reach budget in 2026. Total revenues collected for the General Fund are 112% of budget for 2025.

General Fund:

Property tax collected: \$3.7M, 100% of budget
Utility Franchise Fees collected: \$650K, 127% of budget
Sales tax collected: \$4.4M, 115% of budget
Motor Vehicle sales/use tax collected: \$1.3M, 95% of budget
Building Permit fees collected: \$2M, 143% of budget
Interest Income collected: \$1.6M, 118% of budget

Parks Fund:

Property tax collected: \$3.8M, 100% of budget

Expenditures:

Overall expenditures are trending to budget through December 31, 2025 at 96% of budget spent.

Conservation Trust Fund expenditures caught up slightly with roughly \$200k of the Quincy Farm Pond work completed and paid for with the rest occurring in 2026.

City Financial Position at 12/31/2025:

Overall, the City of Cherry Hills Village is in an excellent financial position as of 12/31/2025. Revenues exceed expenditures and both revenues and expenditures are trending overall to budget with revenues slightly above budget (12% for general fund) and expenditures slightly under budget (4% for general fund)

ATTACHMENTS

Exhibit A: December 2025 Financial Statements

CITY OF CHERRY HILLS VILLAGE
 COMBINED CASH INVESTMENT
 DECEMBER 31, 2025

COMBINED CASH ACCOUNTS

99-1020	CSLIP	5,294,256.09
99-1021	WELLS FARGO CHECKING--XX3055	1,589,224.23
99-1022	BOK--CHARL PARK GID	62,651.02
99-1023	BOK--SOUTHMOOR HUDSON GID	9,566.03
99-1024	XPRESSBILLPAY	2,066.89
99-1025	COLOTRUST--GENERAL	22,266,787.90
99-1027	CSAFE--GENERAL	4,676,634.63
99-1028	CSAFE--CORE	2,113,148.60
99-1030	AR CASH CLEARING	430.00
99-1040	WELLS FARGO--MONEY MARKET	2,981,327.02
99-1041	WELLS FARGO INVESTMENT ACCT	10,000,000.00
	TOTAL COMBINED CASH	48,996,092.41
99-1000	CASH ALLOCATED TO OTHER FUNDS	(48,996,092.41)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	38,970,707.43
2	ALLOCATION TO CAPITAL FUND	1,979,768.76
7	ALLOCATION TO CONSERVATION TRUST FUND	586,902.02
8	ALLOCATION TO CH ANDERSON LAND DONATION FUND	151,439.61
14	ALLOCATION TO OPEN SPACE FUND	2,206,608.04
20	ALLOCATION TO WATER AND SEWER FUND	891,197.19
30	ALLOCATION TO PARKS AND RECREATION FUND	4,162,554.90
40	ALLOCATION TO CHV CHARLOU PARK 3RD FILING	39,181.56
50	ALLOCATION TO SOUTHMOOR CIR HUDSON PKWY GID	7,732.90
	TOTAL ALLOCATIONS TO OTHER FUNDS	48,996,092.41
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(48,996,092.41)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF CHERRY HILLS VILLAGE

BALANCE SHEET

DECEMBER 31, 2025

GENERAL FUND

ASSETS

01-1000	CASH - COMBINED FUND	38,970,707.43	
01-1011	CASH ON HAND-GEN FUND	150.00	
01-1029	CASH ON DEPOSIT-PITNEY BOWES	2,500.00	
01-1031	CASH-COUNTY TREASURER GENERAL	44,498.11	
01-1051	PROPERTY TAXES RECEIVABLE	3,770,911.92	
01-1151	A/R--BILLED ACCTS--AR & DEV	69,636.86	
01-1152	SALES TAX RECEIVABLE	617,834.02	
01-1154	OTHER ACCOUNTS RECEIVABLE	209,667.02	
01-1156	INVESTMENT INT RECEIVABLE	129,831.09	
01-1551	HEALTH/DENTAL INS. PAYABLES	17,861.04	
01-1552	PREPAID EXPENSES	22,860.88	
01-1701	COMPUTER LOAN PROGRAM	2,931.75	
	TOTAL ASSETS		<u>43,859,390.12</u>

LIABILITIES AND EQUITY

LIABILITIES

01-2011	ACCOUNTS PAYABLE	29,447.68	
01-2012	ACCRUED EXPENDITURES	34,932.25	
01-2013	ACCRUED PAYROLL	133,173.20	
01-2015	FICA/FWH PAYABLES	1,482.00	
01-2020	HEALTH SAVINGS PAYABLES	(3,360.69)	
01-2023	RETIREMENT PAYABLES	(44.86)	
01-2025	LIFE, DEP, STD & LTD INS	5,202.33	
01-2026	CO STATE TAX WITHHOLDING	(97.00)	
01-2030	SHORT TERM DISABILITY PAYABLES	(270.00)	
01-2031	GARNISHMENTS	(156.92)	
01-2201	RECOGNIZANCE BONDS	445.00	
01-2221	DEFERRED PROPERTY TAXES	3,770,911.92	
01-2231	PERFORMANCE BONDS PAYABLE	28,113.25	
01-2251	CHERRY HILLS GIFT FUND ESCROW	17,328.56	
01-2360	BUILDING ESCROW	15,939.50	
01-2370	BUILDING ESCROW	(10,860.59)	
01-2380	ROW-DRIVEWAYS	5,000.00	
01-2401	DUE TO STATE OF COLO--ESCHEATS	52.84	
	TOTAL LIABILITIES		4,027,238.47

FUND EQUITY

01-2901	RESTRICTED FUND BALANCE--ART	11,020.17	
	UNAPPROPRIATED FUND BALANCE:		
01-2900	FUND BALANCE	35,576,385.11	
	REVENUE OVER EXPENDITURES - YTD	<u>4,244,746.37</u>	
	BALANCE - CURRENT DATE	<u>39,821,131.48</u>	
	TOTAL FUND EQUITY		39,832,151.65

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

43,859,390.12

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>TAX REVENUES</u>						
01-310-3111	PROPERTY TAXES--CURRENT	2,776,587	3,663,121	3,715,245.99	3,715,245.99	3,700,000 100.4
01-310-3121	SPECIFIC OWNERSHIP TAXES	378,271	421,837	105,306.65	105,306.65	0 .0
01-310-3161	UTILITY FRANCHISE FEE	624,529	525,383	650,639.04	650,639.04	510,000 127.6
01-310-3162	CABLE TELEVISION FRANCHISE FEE	156,481	152,944	35,570.88	35,570.88	154,000 23.1
01-310-3191	CURRENT TAX INTEREST	10,510		5,768.39	5,768.39	1,000 576.8
01-310-3192	PROPERTY TAXES--DELINQUENT		31,618	.00	.00	0 .0
01-310-3193	DELINQUENT INT		1,598	.00	.00	0 .0
01-310-3311	SALES TAX	2,741,755	3,672,292	4,432,623.53	4,432,623.53	3,843,750 115.3
01-310-3312	MOTOR VEHICLE SALES TAX	1,717,576	1,400,103	1,368,013.67	1,368,013.67	1,445,000 94.7
01-310-3314	DELINQUENT ST PEN AND INT		9,714	.00	.00	0 .0
	TOTAL TAX REVENUES	8,405,709	9,878,610	10,313,168.1	10,313,168.15	9,653,750
<u>LICENSE AND PERMIT REVENUES</u>						
01-320-3211	LIQUOR LICENSES	7,964	8,303	7,507.75	7,507.75	6,000 125.1
01-320-3213	SECURITY ALARM PERMITS	31,720		.00	.00	0 .0
01-320-3220	LAND USE FEES	11,137	3,070	2,858.33	2,858.33	5,000 57.2
01-320-3221	BUILDING PERMITS	1,451,198	1,712,722	2,073,784.75	2,073,784.75	1,450,000 143.0
01-320-3222	SERVICE EXPANSION FEES	201,923	150,003	171,836.70	171,836.70	120,000 143.2
01-320-3223	ZONING & SUBDIVISION FEES			.00	.00	1,000 .0
01-320-3224	ELEVATOR INSPECTION FEE	6,270		11,370.00	11,370.00	2,500 454.8
01-320-3225	PLAN REVIEW FEE	160,045	178,829	195,852.50	195,852.50	135,000 145.1
01-320-3227	DOG LICENSES	1,690	1,300	1,430.00	1,430.00	2,000 71.5
01-320-3228	STREET CUT PERMITS	78,375	80,700	90,175.00	90,175.00	80,000 112.7
01-320-3229	STORMWATER CONSTRUCTION PERMIT	5,251	1,951	7,894.00	7,894.00	3,000 263.1
01-320-3230	ENGINEERING PLAN REVIEW	41,005	14,083	35,080.50	35,080.50	22,500 155.9
	TOTAL LICENSE AND PERMIT REVENUES	1,996,579	2,150,960	2,597,789.53	2,597,789.53	1,827,000
<u>INTERGOVERNMENTAL REVENUES</u>						
01-330-3321	MOTOR VEH.REGISTRATION	22,299	21,333	.00	.00	0 .0
01-330-3342	CIGARETTE TAX	10,973	9,262	7,233.45	7,233.45	9,000 80.4
01-330-3352	HIGHWAY USERS TAX	228,336	259,097	.00	.00	0 .0
01-330-3353	CDOT II-CHILL SB			3,217.10	3,217.10	0 .0
01-330-3355	STATE GRANTS			2,700.04	2,700.04	0 .0
01-330-3371	COUNTY ROAD & BRIDGE	81,459	93,024	.00	.00	0 .0
01-330-3375	SENATE BILL BACKFILL		110,274	.00	.00	0 .0
	TOTAL INTERGOVERNMENTAL REVENUES	343,067	492,990	13,150.59	13,150.59	9,000

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES REVENUES</u>						
01-350-3420 EXTRA DUTY SERVICE CHARGES	72,781	100,843	69,731.75	69,731.75	65,000	107.3
01-350-3421 FALSE ALARM FEES	4,357		.00	.00	0	.0
01-350-3422 POLICE CONTRACT REVS	233,123	219,917	289,813.24	289,813.24	319,680	90.7
01-350-3511 MUNICIPAL COURT FINES	142,784	165,388	125,756.25	125,756.25	180,000	69.9
01-350-3512 DUI FINES			4,449.24	4,449.24	0	.0
01-350-3513 FUEL SURCHARGE	6,420	7,020	4,860.00	4,860.00	8,000	60.8
01-350-3515 E.V. CHARGING FEES			676.80	676.80	0	.0
TOTAL CHARGES FOR SERVICES REVENUE	459,465	493,167	495,287.28	495,287.28	572,680	
<u>MISCELLANEOUS REVENUES</u>						
01-360-3611 INTEREST INCOME	755,503	1,458,751	1,652,074.99	1,652,074.99	1,400,000	118.0
01-360-3650 CRIER CONTRIBUTIONS	6,234	6,941	5,910.00	5,910.00	6,000	98.5
01-360-3660 CRIER ADVERTISEMENT	6,278	6,785	8,310.00	8,310.00	8,000	103.9
01-360-3680 OTHER REVENUES	63,713	32,155	51,083.44	51,083.44	15,000	340.6
01-360-3681 DONATION TO THE ART COMMISSION	9,130	1,860	1,407.00	1,407.00	8,000	17.6
01-360-3683 POLICE DONATIONS	35,500	50,000	50,000.00	50,000.00	50,000	100.0
01-360-3690 RENTAL FEES RECEIVED	8,353	9,085	10,261.00	10,261.00	8,800	116.6
01-360-3695 SALE OF ASSETS			11,150.00	11,150.00	0	.0
01-360-3699 SALE OF REAL PROPERTY	4,025,000		.00	.00	0	.0
01-360-3710 TRANSFERS IN		998,037	.00	.00	0	.0
TOTAL MISCELLANEOUS REVENUES	4,909,710	2,563,614	1,790,196.43	1,790,196.43	1,495,800	
TOTAL FUND REVENUE	16,114,529	15,579,341	15,209,591.9	15,209,591.98	13,558,230	112.2

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>ADMINISTRATION DEPARTMENT</u>						
01-411-1011 PERSONNEL SERVICES	460,515	522,809	530,454.20	530,454.20	541,170	98.0
01-411-1012 FEE PERSONNEL	16,950	2,400	1,252.24	1,252.24	0	.0
01-411-1013 SOCIAL SECURITY TAXES	34,041	38,127	32,739.79	32,739.79	41,400	79.1
01-411-1014 RETIREMENT 401-NONSWORN	18,698	19,667	17,009.91	17,009.91	21,000	81.0
01-411-1015 RETIREMENT	3,867	5,425	5,720.00	5,720.00	5,500	104.0
01-411-1016 HEALTH-LIFE-DENTAL INSURANCE	49,949	48,675	68,818.16	68,818.16	83,250	82.7
01-411-1017 UNEMPLOY-WORKMENS COMP INS	59,840	79,084	85,868.48	85,868.48	107,250	80.1
01-411-2021 OFC-SUPPLIES-POSTAGE	12,139	6,657	7,630.33	7,630.33	10,000	76.3
01-411-2022 PRINTING-REPRODUCTION	964	32	325.86	325.86	1,500	21.7
01-411-2028 SPECIAL MATERIALS	2,556	3,827	4,101.96	4,101.96	3,000	136.7
01-411-3031 GAS-HEAT-LIGHT	18,845	17,529	22,557.84	22,557.84	19,400	116.3
01-411-3033 COMMUNICATIONS	15,268	9,171	10,652.19	10,652.19	8,500	125.3
01-411-3035 SEWER	1,960	1,940	2,045.22	2,045.22	2,000	102.3
01-411-4040 COUNTY TREASURER FEES	18,885	37,808	37,211.61	37,211.61	37,100	100.3
01-411-4041 COUNTY USE TAX FEES	84,916	70,005	.00	.00	72,300	.0
01-411-4042 AUDIT	7,625	11,850	30,292.50	30,292.50	36,350	83.3
01-411-4043 LEGAL	186,302	241,275	240,320.44	240,320.44	300,000	80.1
01-411-4044 FINANCIAL CONSULTING	0	0	38,441.25	38,441.25	0	.0
01-411-4049 OTHER CONTRACTUAL SERVICES	61,466	36,620	35,143.55	35,143.55	51,750	67.9
01-411-5051 BUILDING MAINTENANCE	9,044	5,509	7,082.92	7,082.92	9,500	74.6
01-411-6061 INSURANCE-BONDS	124,891	166,385	167,298.14	167,298.14	185,600	90.1
01-411-6062 ELECTION EXPENSE	0	3,722	.00	.00	10,000	.0
01-411-6063 TRAIN.-DUES-TRAVEL-SUBSC	30,143	30,916	28,955.24	28,955.24	58,070	49.9
01-411-6064 TESTING-PHYSICALS	169	0	86.00	86.00	1,000	8.6
01-411-6066 LEGAL PUBLICATIONS	2,980	384	870.93	870.93	3,000	29.0
01-411-6067 SPECIAL EVENTS	3,764	3,533	1,641.78	1,641.78	5,000	32.8
01-411-6068 MISCELLANEOUS EXPENSES	58,511	50,665	64,489.41	64,489.41	54,150	119.1
01-411-7071 EQUIPMENT	4,217	19,231	20,000.00	20,000.00	20,000	100.0
01-411-7073 CAPITALIZED IT SUBS	0	13,778	.00	.00	0	.0
TOTAL ADMINISTRATION DEPARTMENT	1,288,505	1,447,023	1,461,009.95	1,461,009.95	1,687,790	86.6
<u>JUDICIAL DEPARTMENT</u>						
01-412-1011 PERSONNEL SERVICES	71,320	68,232	74,602.79	74,602.79	75,250	99.1
01-412-1012 FEE PERSONNEL	14,250	29,850	26,646.00	26,646.00	37,500	71.1
01-412-1013 SOCIAL SECURITY TAXES	5,307	5,035	5,460.39	5,460.39	5,760	94.8
01-412-1016 HEALTH-LIFE-DENTAL INSURANCE	16,000	17,678	19,529.04	19,529.04	19,980	97.7
01-412-1019 OVERTIME	0	0	105.77	105.77	0	.0
01-412-2021 OFC SUPPLIES-POSTAGE	154	1,975	191.58	191.58	300	63.9
01-412-2022 PRINTING-REPRODUCTION	234	361	140.00	140.00	300	46.7
01-412-4050 JURY-WITNESS FEES	0	65	.00	.00	300	.0
01-412-6063 TRAIN.-DUES-TRAVEL-SUBSC	1,802	1,513	416.07	416.07	1,850	22.5
01-412-6067 INTERPRETERS	2,104	2,548	4,305.00	4,305.00	3,200	134.5
01-412-6068 MISCELLANEOUS EXPENSES	37	240	132.89	132.89	500	26.6
TOTAL JUDICIAL DEPARTMENT	111,209	127,496	131,529.53	131,529.53	144,940	90.8

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>DATA PROCESSING DEPARTMENT</u>						
01-414-2021	OFC-SUPPLIES-POSTAGE	0	84	.00	.00	0 .0
01-414-2028	SOFTWARE	29,688	20,341	35,663.78	35,663.78	35,950 99.2
01-414-4049	OTHER CONTRACTUAL SERVICES	109,988	113,282	117,507.04	117,507.04	108,100 108.7
01-414-5052	EQUIPMENT MAINTENANCE	0	46	.00	.00	0 .0
01-414-6068	MISCELLANEOUS EXPENSES	42,765	74,001	88,419.17	88,419.17	114,450 77.3
01-414-7071	EQUIPMENT	17,450	27,090	9,937.42	9,937.42	20,250 49.1
TOTAL DATA PROCESSING DEPARTMENT		199,891	234,843	251,527.41	251,527.41	278,750 90.2
<u>COMMUNITY DEVELOPMENT DEPARTME</u>						
01-418-1011	PERSONNEL SERVICES	180,744	203,530	215,924.80	215,924.80	215,930 100.0
01-418-1013	SOCIAL SECURITY TAXES	14,040	15,920	16,883.89	16,883.89	16,520 102.2
01-418-1014	RETIREMENT 401-NONSWORN	5,855	6,803	7,217.34	7,217.34	11,000 65.6
01-418-1015	RETIREMENT	1,591	3,373	3,578.90	3,578.90	0 .0
01-418-1016	HEALTH-LIFE-DENTAL INSURANCE	24,794	27,075	29,682.48	29,682.48	32,190 92.2
01-418-2021	OFC SUPPLIES-POSTAGE	169	354	1,966.31	1,966.31	1,500 131.1
01-418-2022	PRINTING-REPRODUCTION	883	1,084	1,210.24	1,210.24	750 161.4
01-418-2028	SPECIAL MATERIALS	0	141	42.08	42.08	500 8.4
01-418-4042	CONTRACTED PLAN REVIEW	142,960	128,320	141,515.00	141,515.00	140,000 101.1
01-418-4045	ENGINEERING SERVICES	41,548	36,177	66,177.36	66,177.36	50,000 132.4
01-418-4046	TRAFFIC ENGINEERING	3,956	3,918	20,732.75	20,732.75	30,000 69.1
01-418-4047	BUILDING INSPECTION	104,869	104,779	108,748.80	108,748.80	100,000 108.8
01-418-4049	OTHER CONTRACTUAL SERVICES	0	5,959	.00	.00	2,950 .0
01-418-6063	TRAIN.-DUES-TRAVEL-SUBSC	2,771	1,769	97.20	97.20	4,500 2.2
01-418-6068	MISCELLANEOUS EXPENSE	3,121	3,089	4,200.00	4,200.00	3,500 120.0
TOTAL COMMUNITY DEVELOPMENT DEPAR		527,301	542,290	617,977.15	617,977.15	609,340 101.4
<u>VILLAGE CRIER DEPARTMENT</u>						
01-419-1012	FEE PERSONNEL	4,622	4,669	5,237.23	5,237.23	5,760 90.9
01-419-2021	OFFICE SUPPLIES, POSTAGE	8,308	10,299	10,497.63	10,497.63	12,180 86.2
01-419-2022	PRINTING	20,113	20,570	20,099.88	20,099.88	24,940 80.6
TOTAL VILLAGE CRIER DEPARTMENT		33,044	35,538	35,834.74	35,834.74	42,880 83.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
PUBLIC SAFETY DEPARTMENT						
01-421-1011	PERSONNEL SERVICES	2,652,893	3,081,703	3,408,602.67	3,408,602.67	3,378,660 100.9
01-421-1013	SOCIAL SECURITY TAXES	60,084	68,190	75,672.39	75,672.39	68,000 111.3
01-421-1014	POLICE PENSION CONTRIBUTIONS	196,266	130,249	56,579.19	56,579.19	370,000 15.3
01-421-1015	RETIREMENT	59,676	63,890	66,942.03	66,942.03	65,000 103.0
01-421-1016	HEALTH-LIFE-DENTAL INSURANCE	460,984	552,037	631,060.70	631,060.70	627,320 100.6
01-421-1017	FPPA CONTRIBUTIONS	0	148,697	307,557.35	307,557.35	0 0
01-421-1018	UNIFORM EXPENSE	35,126	25,895	49,128.57	49,128.57	43,600 112.7
01-421-1019	OVERTIME	60,724	57,508	94,538.11	94,538.11	65,000 145.4
01-421-1020	EXTRA DUTY	84,908	74,673	48,145.00	48,145.00	60,000 80.2
01-421-2021	OFC SUPPLIES-POSTAGE	14,497	12,978	10,757.73	10,757.73	9,000 119.5
01-421-2022	PRINTING-REPRODUCTION	0	94	580.18	580.18	5,000 11.6
01-421-2023	CRIME PREVENTION	3,321	7,356	8,553.11	8,553.11	6,000 142.6
01-421-2024	DARE	69	0	1,613.53	1,613.53	3,000 53.8
01-421-2028	SPECIAL MATERIALS	12,322	15,129	13,785.18	13,785.18	23,000 59.9
01-421-2029	ANIMAL CONTROL	195	201	300.48	300.48	500 60.1
01-421-3031	ELECTRIC/GAS	26,071	20,401	22,672.14	22,672.14	29,000 78.2
01-421-3032	WATER	2,149	2,943	5,690.44	5,690.44	3,000 189.7
01-421-3033	TELEPHONE	28,453	27,359	31,551.28	31,551.28	30,000 105.2
01-421-3035	SEWER	2,236	458	4,963.43	4,963.43	2,620 189.4
01-421-4048	VEHICLE MAINTENANCE CONTRACT	31,990	49,618	89,345.15	89,345.15	50,000 178.7
01-421-4049	OTHER CONTRACTUAL SERVICES	152,930	221,624	217,934.08	217,934.08	254,250 85.7
01-421-4051	POLICE DONATIONS	34,906	49,536	49,499.80	49,499.80	50,000 99.0
01-421-5051	BUILDING MAINTENANCE	10,069	25,209	14,605.26	14,605.26	23,860 61.2
01-421-5052	EQUIPMENT MAINTENANCE	27,736	30,064	29,956.49	29,956.49	40,000 74.9
01-421-5053	VEHICLE MAINTENANCE	14,022	6,798	10,692.05	10,692.05	7,500 142.6
01-421-5054	GASOLINE-OIL	27,339	49,719	52,414.46	52,414.46	44,000 119.1
01-421-6062	WELLNESS PROGRAM	8,658	7,639	14,426.77	14,426.77	20,000 72.1
01-421-6063	TRNG-DUES-TRAVEL-SUBSC	30,426	57,357	51,833.39	51,833.39	50,000 103.7
01-421-6064	TESTING AND PHYSICAL EXAMS	7,080	6,709	5,451.50	5,451.50	9,000 60.6
01-421-6065	PRISONER EXPENSES	496	660	315.70	315.70	7,500 4.2
01-421-6066	SPECIAL INVESTIGATIONS	2,400	3,639	40,270.28	40,270.28	19,000 212.0
01-421-6067	CANINE EXPENSES	0	4,904	8,323.07	8,323.07	10,000 83.2
01-421-6068	MISCELLANEOUS EXPENSES	21,333	8,874	24,591.73	24,591.73	35,000 70.3
01-421-7071	EQUIPMENT	11,821	21,538	22,297.40	22,297.40	33,000 67.6
TOTAL PUBLIC SAFETY DEPARTMENT		4,081,180	4,833,649	5,470,650.64	5,470,650.64	5,441,810 100.5

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>PUBLIC WORKS DEPARTMENT</u>						
01-431-1011 PERSONNEL SERVICES	617,598	649,074	682,094.57	682,094.57	749,880	91.0
01-431-1013 SOCIAL SECURITY TAXES	46,436	49,249	50,486.21	50,486.21	57,370	88.0
01-431-1014 RETIREMENT 401-NONSWORN	9,897	10,534	13,854.50	13,854.50	13,000	106.6
01-431-1015 RETIREMENT	7,999	11,552	9,238.27	9,238.27	12,000	77.0
01-431-1016 HEALTH-LIFE-DENTAL INSURANCE	131,255	145,720	139,157.71	139,157.71	178,610	77.9
01-431-1018 UNIFORM EXPENSE	4,274	4,445	4,810.00	4,810.00	5,600	85.9
01-431-1019 OVERTIME	4,776	11,798	3,014.03	3,014.03	12,000	25.1
01-431-2021 OFC SUPPLIES-POSTAGE	657	334	374.68	374.68	1,000	37.5
01-431-2024 SNOW-ICE MATERIALS	64,449	75,963	46,051.10	46,051.10	80,000	57.6
01-431-2025 ROAD MAINT. MATERIALS	21,227	28,713	58,445.67	58,445.67	49,500	118.1
01-431-2026 CURB-GUTTER-SIDEWALKS	425	0	1,693.15	1,693.15	3,000	56.4
01-431-2027 TRAFFIC CONTROL DEVICES	19,730	18,057	9,058.05	9,058.05	20,500	44.2
01-431-2028 SPECIAL MATERIALS	2,493	8,111	4,159.70	4,159.70	15,000	27.7
01-431-3031 GAS-HEAT-LIGHT	2,700	1,993	1,844.71	1,844.71	3,500	52.7
01-431-3032 WATER	2,013	2,163	2,144.15	2,144.15	3,000	71.5
01-431-3033 COMMUNICATIONS	4,652	18,278	19,577.47	19,577.47	21,000	93.2
01-431-3034 STREET LIGHTING	4,206	3,247	2,770.91	2,770.91	8,300	33.4
01-431-4045 ENGINEERING SERVICES	9,658	6,290	4,923.30	4,923.30	15,000	32.8
01-431-4047 R-O-W MAINTENANCE/FORESTRY	0	0	765.50	765.50	0	.0
01-431-4048 VEHICLE MAINTENANCE CONTRACT	21,105	30,981	55,426.59	55,426.59	50,000	110.9
01-431-4049 OTHER CONTRACTUAL SERVICES	29,334	79,722	36,975.68	36,975.68	65,000	56.9
01-431-5051 BUILDING MAINTENANCE	13,947	15,159	8,576.39	8,576.39	18,900	45.4
01-431-5052 EQUIPMENT MAINTENANCE	11,498	14,088	14,010.56	14,010.56	20,000	70.1
01-431-5053 VEHICLE MAINTENANCE	8,576	8,495	5,792.47	5,792.47	11,000	52.7
01-431-5054 GASOLINE-OIL	23,702	20,200	23,373.22	23,373.22	30,400	76.9
01-431-6063 TRNG-DUES-TRAVEL-SUBSC	19,858	16,303	26,892.07	26,892.07	22,600	119.0
01-431-6064 TESTING PHYSICALS	559	885	2,174.50	2,174.50	4,500	48.3
01-431-6068 MISCELLANEOUS EXPENSES	4,062	4,792	3,343.49	3,343.49	6,000	55.7
01-431-7071 EQUIPMENT	4,298	20,820	13,409.39	13,409.39	20,000	67.1
TOTAL PUBLIC WORKS DEPARTMENT	1,091,383	1,256,967	1,244,438.04	1,244,438.04	1,496,660	83.2
<u>OTHER FINANCING USES</u>						
01-450-7070 COP INTEREST EXPENSE	191,630	0	.00	.00	0	.0
01-450-7074 COP PRINCIPAL PAYMENT	150,750	0	151,878.15	151,878.15	152,165	99.8
01-450-7079 CLOSING COSTS REAL PROPERTY	241,699	0	.00	.00	0	.0
01-450-7080 GF INTERFUND TRANSFER OUT	50,156	0	1,600,000.00	1,600,000.00	1,600,000	100.0
TOTAL OTHER FINANCING USES	634,235	0	1,751,878.15	1,751,878.15	1,752,165	100.0
TOTAL FUND EXPENDITURES	7,966,748	8,477,806	10,964,845.61	10,964,845.61	11,454,335	95.7
NET REVENUE OVER EXPENDITURES	8,147,781	7,101,535	4,244,746.37	4,244,746.37	2,103,895	201.8

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

CAPITAL FUND

ASSETS

02-1000	CASH - COMBINED FUND	1,979,768.76	
	TOTAL ASSETS		1,979,768.76

LIABILITIES AND EQUITY

LIABILITIES

02-2012	ACCRUED EXPENDITURES	2,570.68	
02-2015	RETAINAGE PAYABLE	7,373.09	
	TOTAL LIABILITIES		9,943.77

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
02-2900	FUND BALANCE	909,601.57	
	REVENUE OVER EXPENDITURES - YTD	1,060,223.42	
	BALANCE - CURRENT DATE	1,969,824.99	
	TOTAL FUND EQUITY		1,969,824.99
	TOTAL LIABILITIES AND EQUITY		1,979,768.76

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CAPITAL FUND

		YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>TAX REVENUES</u>							
02-310-3121	SPECIFIC OWNERSHIP TAX			316,202.17	316,202.17	400,000	79.1
TOTAL TAX REVENUES				316,202.17	316,202.17	400,000	
<u>SOURCE 330</u>							
02-330-3321	MV REGISTRATION FEES			21,695.15	21,695.15	22,000	98.6
02-330-3352	HIGHWAY USERS TAX FUND			261,850.59	261,850.59	214,000	122.4
02-330-3371	COUNTY ROAD/BRIDGE SHAREBACK			100,245.00	100,245.00	86,000	116.6
TOTAL SOURCE 330				383,790.74	383,790.74	322,000	
<u>MISCELLANEOUS REVENUES</u>							
02-360-3611	INTEREST INCOME	176,244	20,043	80,687.26	80,687.26	10,000	806.9
02-360-3670	INSURANCE PROCEEDS		92,326	.00	.00	0	.0
02-360-3680	OTHER REVENUE	134,878	282,443	20,525.00	20,525.00	0	.0
02-360-3695	SALE OF ASSETS			18,676.00	18,676.00	0	.0
02-360-3710	TRANSFERS IN			2,422,500.00	2,422,500.00	2,422,500	100.0
TOTAL MISCELLANEOUS REVENUES		311,122	394,812	2,542,388.26	2,542,388.26	2,432,500	
TOTAL FUND REVENUE		311,122	394,812	3,242,381.17	3,242,381.17	3,154,500	102.8

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CAPITAL FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>CAPITAL FUND EXPENDITURES</u>						
02-441-1000 TRAIL IMPROVEMENTS	25,000	32,000	.00	.00	0	.0
02-441-1102 COMPUTER EQUIPMENT	8,933	15,137	10,369.17	10,369.17	20,380	50.9
02-441-2103 POLICE EQUIPMENT	8,996	139,330	.00	.00	0	.0
02-441-2104 POLICE VEHICLES	244,880	243,677	97,862.34	97,862.34	141,000	69.4
02-441-2107 POLICE MOTORCYCLE PROGRAM	0	165	.00	.00	0	.0
02-441-3101 STREET IMPROVEMENT PROGRAM	527,645	544,470	1,211,695.08	1,211,695.08	1,500,000	80.8
02-441-3102 PUBLIC WORKS EQUIPMENT	43,997	102,140	.00	.00	0	.0
02-441-3103 PARKS EQUIPMENT	20,064	239,704	71,347.51	71,347.51	90,000	79.3
02-441-3104 PUBLIC WORKS VEHICLES	0	610,954	65,266.64	65,266.64	75,000	87.0
02-441-3105 PARKS VEHICLES	92,978	0	.00	.00	0	.0
02-441-3106 STORM SEWERS	9,324	600	35,448.64	35,448.64	60,000	59.1
02-441-3108 BUILDINGS	25,176	314,713	75,695.38	75,695.38	70,000	108.1
02-441-3109 TRAFFIC CALMING	311	0	.00	.00	10,000	.0
02-441-3111 CURB AND GUTTER	14,400	83,435	50,000.00	50,000.00	50,000	100.0
02-441-3112 RIGHTS-OF-WAY IMPROVEMENTS	0	5,881	.00	.00	45,000	.0
02-441-3114 PARKS PROJECTS	0	456,580	553,222.99	553,222.99	670,000	82.6
02-441-3115 PUBLIC WORKS PROJECTS	0	65,814	11,250.00	11,250.00	150,000	7.5
TOTAL CAPITAL FUND EXPENDITURES	1,021,703	2,854,600	2,182,157.75	2,182,157.75	2,881,380	75.7
TOTAL FUND EXPENDITURES	1,021,703	2,854,600	2,182,157.75	2,182,157.75	2,881,380	75.7
NET REVENUE OVER EXPENDITURES	710,581-	2,459,788-	1,060,223.42	1,060,223.42	273,120	388.2

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

COP PROJECT FUND

	<u>YTD ACTUAL2023-</u>	<u>YTD ACTUAL2024-</u>	<u>PERIOD AC</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>						
03-360-3680 OTHER REVENUE		3,281	.00	.00	0	.0
TOTAL REVENUE		3,281	.00	.00	0	
TOTAL FUND REVENUE		3,281	.00	.00	0	.0

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

COP PROJECT FUND

	<u>YTD ACTUAL2023-</u>	<u>YTD ACTUAL2024-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>EXPENDITURES</u>						
03-450-7070 COP INTEREST EXPENSE	0	178,645	192,868.75	192,868.75	170,882	112.9
03-450-7074 COP PRINCIPAL EXPENSE	0	155,250	8,865.40-	8,865.40-	9,835	(90.1)
TOTAL EXPENDITURES	<u>0</u>	<u>333,895</u>	<u>184,003.35</u>	<u>184,003.35</u>	<u>180,717</u>	<u>101.8</u>
TOTAL FUND EXPENDITURES	<u>0</u>	<u>333,895</u>	<u>184,003.35</u>	<u>184,003.35</u>	<u>180,717</u>	<u>101.8</u>
NET REVENUE OVER EXPENDITURES	<u>0</u>	<u>330,614-</u>	<u>184,003.35-</u>	<u>184,003.35-</u>	<u>180,717-</u>	<u>(101.8)</u>

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

CONSERVATION TRUST FUND

ASSETS

07-1000	CASH - COMBINED FUND	586,902.02	
TOTAL ASSETS			586,902.02

LIABILITIES AND EQUITY

LIABILITIES

07-2011	ACCOUNTS PAYABLE	119,716.86	
TOTAL LIABILITIES			119,716.86

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
07-2900	FUND BALANCE	645,706.53	
	REVENUE OVER EXPENDITURES - YTD	(178,521.37)	
BALANCE - CURRENT DATE		467,185.16	
TOTAL FUND EQUITY			467,185.16
TOTAL LIABILITIES AND EQUITY			586,902.02

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CONSERVATION TRUST FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>						
07-330-3358 LOTTERY REVENUES--STATE SHARED	89,583	77,107	75,378.82	75,378.82	75,600	99.7
TOTAL INTERGOVERNMENTAL REVENUES	89,583	77,107	75,378.82	75,378.82	75,600	
<u>MISCELLANEOUS REVENUES</u>						
07-360-3611 INTEREST ON INVESTMENTS	18,319	19,331	28,675.81	28,675.81	24,000	119.5
TOTAL MISCELLANEOUS REVENUES	18,319	19,331	28,675.81	28,675.81	24,000	
TOTAL FUND REVENUE	107,902	96,438	104,054.63	104,054.63	99,600	104.5

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CONSERVATION TRUST FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>						
07-450-4521 TRAIL IMPROVEMENTS	57,236	53,114	282,576.00	282,576.00	639,500	44.2
TOTAL CONSERVATION TRUST EXPENDITU	57,236	53,114	282,576.00	282,576.00	639,500	44.2
TOTAL FUND EXPENDITURES	57,236	53,114	282,576.00	282,576.00	639,500	44.2
NET REVENUE OVER EXPENDITURES	50,666	43,324	178,521.37-	178,521.37-	539,900-	(33.1)

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

CH ANDERSON LAND DONATION FUND

ASSETS

08-1000	CASH - COMBINED FUND	151,439.61	
	TOTAL ASSETS		151,439.61

LIABILITIES AND EQUITY

LIABILITIES

08-2011	ACCOUNTS PAYABLE	(1,850.00)	
08-2012	ACCRUED EXPENDITURES	931.67	
	TOTAL LIABILITIES		(918.33)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
08-2900	FUND BALANCE	140,865.30	
	REVENUE OVER EXPENDITURES - YTD	11,492.64	
	BALANCE - CURRENT DATE		152,357.94
	TOTAL FUND EQUITY		152,357.94
	TOTAL LIABILITIES AND EQUITY		151,439.61

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CH ANDERSON LAND DONATION FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>LICENSE AND PERMIT REVENUES</u>						
08-320-3221 RECREATION REIMBURSEMENT DONAT	1,200	3,435	2,590.00	2,590.00	1,000	259.0
TOTAL LICENSE AND PERMIT REVENUES	1,200	3,435	2,590.00	2,590.00	1,000	
<u>MISCELLANEOUS REVENUES</u>						
08-360-3611 INTEREST-INVESTMENTS	16,539	12,868	13,404.44	13,404.44	1,200	1117.0
08-360-3680 MISCELLANEOUS REVENUES	8,608	7,363	5,498.20	5,498.20	7,500	73.3
TOTAL MISCELLANEOUS REVENUES	25,147	20,231	18,902.64	18,902.64	8,700	
TOTAL FUND REVENUE	26,347	23,666	21,492.64	21,492.64	9,700	221.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CH ANDERSON LAND DONATION FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>LAND DONATION FUND EXPENDITURE</u>						
08-450-3031 QUINCY FARM UTILITIES	14,488	16,930	.00	.00	0	.0
08-450-6066 R&M--QUINCY FARM	49,670	73,463	.00	.00	0	.0
08-450-6068 MISCELLANEOUS	10,245	25,742	10,000.00	10,000.00	11,000	90.9
08-450-9093 THREE POND PARK WATER RIGHTS	0	621	.00	.00	621	.0
08-450-9095 PARK & TRAIL IMPROVEMENTS	1,917	375	.00	.00	5,000	.0
TOTAL LAND DONATION FUND EXPENDITUR	76,320	117,132	10,000.00	10,000.00	16,621	60.2
TOTAL FUND EXPENDITURES	76,320	117,132	10,000.00	10,000.00	16,621	60.2
NET REVENUE OVER EXPENDITURES	49,973-	93,465-	11,492.64	11,492.64	6,921-	166.1

CITY OF CHERRY HILLS VILLAGE

BALANCE SHEET
DECEMBER 31, 2025

OPEN SPACE FUND

ASSETS

14-1000	CASH - COMBINED FUND	2,206,608.04	
	TOTAL ASSETS		2,206,608.04

LIABILITIES AND EQUITY

LIABILITIES

14-2011	ACCOUNTS PAYABLE	60,484.63	
14-2071	ARAP CO SALES TAX COLLECTED	2,546.86	
	TOTAL LIABILITIES		63,031.49

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
14-2900	FUND BALANCE	1,832,331.03	
	REVENUE OVER EXPENDITURES - YTD	311,245.52	
	BALANCE - CURRENT DATE	2,143,576.55	
	TOTAL FUND EQUITY		2,143,576.55
	TOTAL LIABILITIES AND EQUITY		2,206,608.04

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

OPEN SPACE FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>LICENSE AND PERMIT REVENUES</u>						
14-320-3200 OPEN SPACE SHAREBACK	237,978	243,824	243,881.37	243,881.37	219,440	111.1
14-320-3220 SALES TAX COLLECTION FEE	5,491	4,753	11,955.34	11,955.34	7,000	170.8
TOTAL LICENSE AND PERMIT REVENUES	243,470	248,576	255,836.71	255,836.71	226,440	
<u>MISCELLANEOUS REVENUES</u>						
14-360-3611 INTEREST INCOME	73,443	86,711	89,231.93	89,231.93	72,000	123.9
TOTAL MISCELLANEOUS REVENUES	73,443	86,711	89,231.93	89,231.93	72,000	
TOTAL FUND REVENUE	316,912	335,288	345,068.64	345,068.64	298,440	115.6

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

OPEN SPACE FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>OPEN SPACE FUND EXPENDITURES</u>						
14-450-9091 TRAIL IMPROVEMENTS	4,643	13,766	29,513.05	29,513.05	100,000	29.5
14-450-9092 PARK IMPROVEMENTS	855	0	4,310.07	4,310.07	17,500	24.6
TOTAL OPEN SPACE FUND EXPENDITURES	5,498	13,766	33,823.12	33,823.12	117,500	28.8
 TOTAL FUND EXPENDITURES	 5,498	 13,766	 33,823.12	 33,823.12	 117,500	 28.8
 NET REVENUE OVER EXPENDITURES	 311,414	 321,522	 311,245.52	 311,245.52	 180,940	 172.0

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

AMERICAN RESCUE PLAN ACT FUND

		<u>YTD ACTUAL2023-</u>	<u>YTD ACTUAL2024-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>ARPA FUND EXPENDITURES</u>							
15-441-1101	ARPA EXPENDITURES	126,731	0	.00	.00	0	.0
	TOTAL ARPA FUND EXPENDITURES	126,731	0	.00	.00	0	.0
 <u>DEPARTMENT 450</u>							
15-450-7080	INTERFUND TRANSFER OUT	0	998,037	.00	.00	0	.0
	TOTAL DEPARTMENT 450	0	998,037	.00	.00	0	.0
	TOTAL FUND EXPENDITURES	126,731	998,037	.00	.00	0	.0
	NET REVENUE OVER EXPENDITURES	126,731-	998,037-	.00	.00	0	.0

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

WATER AND SEWER FUND

ASSETS

20-1000	CASH - COMBINED FUND	891,197.19	
20-1151	ACCOUNTS RECEIVABLE	2,165.00	
20-1551	SEWER LINES	708,364.00	
20-1601	ACCUMULATED DEPRECIATION	(708,364.00)	
	TOTAL ASSETS		893,362.19

LIABILITIES AND EQUITY

LIABILITIES

20-2011	ACCOUNTS PAYABLE	60,500.60	
	TOTAL LIABILITIES		60,500.60

FUND EQUITY

20-2901	RETAINED EARNINGS	345,894.62	
20-2951	CONTRIBUTED CAPITAL-TAPS	438,450.00	
20-2961	CONTRIBUTED CAPITAL-SEWER	571,808.00	
	UNAPPROPRIATED FUND BALANCE:		
20-2900	FUND BALANCE	(242,809.80)	
	REVENUE OVER EXPENDITURES - YTD	(280,481.23)	
	BALANCE - CURRENT DATE	(523,291.03)	
	TOTAL FUND EQUITY		832,861.59
	TOTAL LIABILITIES AND EQUITY		893,362.19

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER AND SEWER FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>LICENSE AND PERMIT REVENUES</u>						
20-320-3220 SEWER TAP FEES	48-		6,700.00	6,700.00	5,000	134.0
20-320-3221 WATER TAP FEES	12,000	61,050	37,000.00	37,000.00	0	.0
20-320-3226 SEWER ADMINISTRATION FEES		430-	430.00-	430.00-	0	.0
20-320-3228 W/S REPAIR & REPLACEMENT FEES	68,330	82,560	82,464.55	82,464.55	83,420	98.9
TOTAL LICENSE AND PERMIT REVENUES	80,282	143,180	125,734.55	125,734.55	88,420	
<u>MISCELLANEOUS REVENUES</u>						
20-360-3611 INTEREST INCOME	44,911	51,957	43,805.82	43,805.82	36,000	121.7
20-360-3680 MISCELLANEOUS INCOME	40,000		40,000.00	40,000.00	0	.0
TOTAL MISCELLANEOUS REVENUES	84,911	51,957	83,805.82	83,805.82	36,000	
TOTAL FUND REVENUE	165,193	195,137	209,540.37	209,540.37	124,420	168.4

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER AND SEWER FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>WATER & SEWER EXPENDITURES</u>						
20-461-4042 LEGAL COUNSEL	0	0	513.00	513.00	2,000	25.7
20-461-4049 OTHER CONTRACTUAL	22,232	12,076	12,817.00	12,817.00	100,000	12.8
20-461-5052 SEWER REPAIRS & MAINTENANCE	20,265	202	476,336.40	476,336.40	500,000	95.3
20-461-6063 TRAINING, DUES & SUB	0	214	.00	.00	500	.0
20-461-6068 MISCELLANEOUS	77	298	355.20	355.20	0	.0
20-461-7050 DEPRECIATION	0	0	.00	.00	24,000	.0
TOTAL WATER & SEWER EXPENDITURES	42,574	12,789	490,021.60	490,021.60	626,500	78.2
 TOTAL FUND EXPENDITURES	 42,574	 12,789	 490,021.60	 490,021.60	 626,500	 78.2
 NET REVENUE OVER EXPENDITURES	 122,619	 182,348	 280,481.23-	 280,481.23-	 502,080-	 (55.9)

CITY OF CHERRY HILLS VILLAGE

BALANCE SHEET

DECEMBER 31, 2025

PARKS AND RECREATION FUND

ASSETS

30-1000	CASH - COMBINED FUND	4,162,554.90	
30-1031	CASH-COUNTY TREASURER GENERAL	(790.12)	
30-1051	PROPERTY TAXES RECEIVABLE	3,831,733.08	
30-1151	ACCOUNTS RECEIVABLE	95.16	
30-1551	HEALTH & DENTAL INS. PAYABLES	571.71	
30-1552	PREPAID EXPENSES	5,229.03	
	TOTAL ASSETS		7,999,393.76

LIABILITIES AND EQUITY

LIABILITIES

30-2011	ACCOUNTS PAYABLE	119,951.02	
30-2012	ACCRUED EXPENDITURES	26,699.23	
30-2013	ACCRUED PAYROLL	13,339.03	
30-2015	FICA/FWH PAYABLES	154.59	
30-2019	HEALTH & DENTAL INS. PAYABLE	1,064.52	
30-2025	LIFE, DEP, STD, LTD INS.	3,098.10	
30-2221	DEFERRED PROPERTY TAXES	3,831,733.08	
	TOTAL LIABILITIES		3,996,039.57

FUND EQUITY

30-2901	RESTRICTED FUND BALANCE--ART	1,100.00	
	UNAPPROPRIATED FUND BALANCE:		
30-2900	FUND BALANCE	3,634,241.12	
	REVENUE OVER EXPENDITURES - YTD	368,013.07	
	BALANCE - CURRENT DATE	4,002,254.19	
	TOTAL FUND EQUITY		4,003,354.19
	TOTAL LIABILITIES AND EQUITY		7,999,393.76

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARKS AND RECREATION FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>TAX REVENUES</u>						
30-310-3111	CURRENT PROPERTY TAXES	2,889,459	3,812,636	3,866,886.79	3,866,886.79	3,750,000 103.1
30-310-3191	CURRENT TAX INTEREST		13,440	6,003.82	6,003.82	0 .0
	TOTAL TAX REVENUES	2,889,459	3,826,076	3,872,890.61	3,872,890.61	3,750,000
<u>SOURCE 320</u>						
30-320-3222	PARKS DONATION		1,000	7,000.00	7,000.00	0 .0
	TOTAL SOURCE 320		1,000	7,000.00	7,000.00	0
<u>INTERGOVERNMENTAL REVENUES</u>						
30-330-3375	SENATE BILL BACKFILL		114,775	.00	.00	0 .0
	TOTAL INTERGOVERNMENTAL REVENUES		114,775	.00	.00	0
<u>MISCELLANEOUS REVENUES</u>						
30-360-3222	ART DONATIONS	40,000	100	.00	.00	0 .0
30-360-3611	INTEREST INCOME	196,295	303,080	205,565.83	205,565.83	148,750 138.2
30-360-3680	OTHER REVENUES		2,500	14,987.39	14,987.39	1,000 1498.7
30-360-3710	TRANSFERS IN	50,156		.00	.00	0 .0
	TOTAL MISCELLANEOUS REVENUES	286,451	305,680	220,553.22	220,553.22	149,750
	TOTAL FUND REVENUE	3,175,910	4,247,531	4,100,443.83	4,100,443.83	3,899,750 105.2

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARKS AND RECREATION FUND

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
PARKS & RECREATION EXPENDITURE						
30-432-1011 PERSONAL SERVICES	926,901	1,032,100	1,156,425.16	1,156,425.16	1,362,960	84.9
30-432-1013 SOCIAL SECURITY TAXES	65,320	73,267	80,494.18	80,494.18	104,270	77.2
30-432-1014 RETIREMENT 401-MGMT	23,053	20,055	18,816.99	18,816.99	27,000	69.7
30-432-1015 RETIREMENT 457 DEF COMP	12,988	16,560	17,225.63	17,225.63	20,000	86.1
30-432-1016 HEALTH-LIFE-DENTAL INSURANCE	146,399	175,869	211,602.87	211,602.87	198,000	106.9
30-432-1018 UNIFORM EXPENSE	5,578	4,787	7,004.78	7,004.78	6,200	113.0
30-432-1019 OVERTIME	6,100	10,742	3,402.13	3,402.13	12,000	28.4
30-432-2021 OFC-SUPPLIES-POSTAGE	1,918	500	383.88	383.88	2,660	14.4
30-432-2023 PLANT SUPPLIES	3,179	5,600	6,270.01	6,270.01	8,000	78.4
30-432-2025 R&M--PARKS	25,677	25,234	31,295.63	31,295.63	31,500	99.4
30-432-2026 SNOW AND ICE MELT	650	0	.00	.00	2,000	.0
30-432-2027 PARK SIGNAGE	1,454	0	169.50	169.50	12,000	1.4
30-432-2028 SPECIAL MATERIALS	4,431	5,617	5,330.67	5,330.67	8,000	66.6
30-432-3031 GAS-HEAT-LIGHT	7,522	6,440	5,326.36	5,326.36	12,000	44.4
30-432-3032 WATER	23,804	30,821	18,706.99	18,706.99	20,000	93.5
30-432-3033 COMMUNICATIONS	11,684	9,401	8,546.16	8,546.16	15,100	56.6
30-432-3035 SEWER	3,429	2,929	3,008.22	3,008.22	2,800	107.4
30-432-4040 COUNTY TREASURER FEES	0	0	38,730.44	38,730.44	0	.0
30-432-4041 COUNTY TREASURER FEES	19,656	39,351	.00	.00	37,740	.0
30-432-4043 LEGAL/SURVEYING	43,660	52,376	595.14	595.14	85,300	.7
30-432-4046 ENGINEERING	11,479	8,272	6,206.40	6,206.40	30,000	20.7
30-432-4047 FORESTRY/ROW TREE MAINT.	33,291	60,989	86,648.50	86,648.50	122,500	70.7
30-432-4048 VEHICLE MAINTENANCE CONTRACT	8,125	9,049	22,462.17	22,462.17	25,000	89.9
30-432-4049 OTHER CONTRACTUAL SERVICES	84,809	116,237	128,472.72	128,472.72	142,450	90.2
30-432-5051 BUILDING MAINTENANCE	12,424	10,073	13,732.85	13,732.85	24,400	56.3
30-432-5052 EQUIPMENT MAINTENANCE	10,343	11,364	9,365.41	9,365.41	10,000	93.7
30-432-5053 VEHICLE MAINTENANCE	6,460	4,187	9,634.86	9,634.86	11,000	87.6
30-432-5054 GASOLINE-OIL	18,363	17,710	14,612.83	14,612.83	19,000	76.9
30-432-5055 GROUNDS MAINTENANCE	4,178	8,445	21,901.08	21,901.08	20,000	109.5
30-432-5057 QUINCY FARM OPERATIONS	0	0	189,694.17	189,694.17	210,000	90.3
30-432-5058 QUINCY FARM UTILITIES	0	0	15,394.34	15,394.34	20,000	77.0
30-432-5059 HIGH LINE CANAL OPERATIONS	0	0	.00	.00	50,000	.0
30-432-6063 TRAIN-DUES-TRAVEL-SUBSC	8,223	13,094	11,474.15	11,474.15	39,070	29.4
30-432-6064 TESTING-PHYSICALS	2,113	1,981	2,518.50	2,518.50	2,500	100.7
30-432-6066 LEGAL PUBLICATIONS	11,750	0	.00	.00	0	.0
30-432-6067 SPECIAL EVENTS	18,278	14,942	25,795.23	25,795.23	21,500	120.0
30-432-6068 MISCELLANEOUS EXPENSES	4,960	6,055	3,706.45	3,706.45	6,500	57.0
30-432-6069 RECREATION REIMBURSEMENT PROGR	96,449	98,193	165,157.52	165,157.52	200,000	82.6
30-432-7000 PUBLIC ART	124,410	16,809	20,806.73	20,806.73	25,000	83.2
30-432-7070 COP INTEREST EXPENSE	214,573	218,343	208,856.00	208,856.00	208,856	100.0
30-432-7071 EQUIPMENT	8,866	16,415	15,432.52	15,432.52	20,000	77.2
30-432-7074 COP PRINCIPAL EXPENSE	184,250	189,937	198,000.00	198,000.00	198,000	100.0
30-432-7075 ADMINISTRATIVE SERVICES	86,433	115,234	126,723.59	126,723.59	139,690	90.7
TOTAL PARKS & RECREATION EXPENDITURE	2,283,178	2,448,976	2,909,930.76	2,909,930.76	3,512,996	82.8

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARKS AND RECREATION FUND

		<u>YTD ACTUAL2023-</u>	<u>YTD ACTUAL2024-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>DEPARTMENT 470</u>							
30-470-7080	TRANSFERS OUT	0	0	822,500.00	822,500.00	822,500	100.0
	TOTAL DEPARTMENT 470	0	0	822,500.00	822,500.00	822,500	100.0
	TOTAL FUND EXPENDITURES	2,283,178	2,448,976	3,732,430.76	3,732,430.76	4,335,496	86.1
	NET REVENUE OVER EXPENDITURES	892,732	1,798,555	368,013.07	368,013.07	435,746-	84.5

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

CHV CHARLOU PARK 3RD FILING

ASSETS

40-1000	CASH - COMBINED FUND	39,181.56	
40-1151	ASSESSMENTS RECEIVABLE	33,001.39	
40-1154	OTHER RECEIVABLES	141.91	
	TOTAL ASSETS		72,324.86

LIABILITIES AND EQUITY

LIABILITIES

40-2221	DEFERRED REVENUES	33,001.39	
	TOTAL LIABILITIES		33,001.39

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
40-2900	FUND BALANCE	32,340.85	
	REVENUE OVER EXPENDITURES - YTD	6,982.62	
	BALANCE - CURRENT DATE	39,323.47	
	TOTAL FUND EQUITY		39,323.47
	TOTAL LIABILITIES AND EQUITY		72,324.86

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CHV CHARLOU PARK 3RD FILING

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS REVENUES</u>						
40-360-3611 INTEREST INCOME			2,164.49	2,164.49	0	.0
40-360-3613 INTEREST ON ASSESSMENT-GID	59	49	.00	.00	100	.0
40-360-3621 GID SPECIFIC OWNERSHIP TAX	1,608	1,398	1,711.73	1,711.73	1,400	122.3
40-360-3630 GID PROPERTY TAX REVENUE	25,488	22,272	33,147.33	33,147.33	33,001	100.4
TOTAL MISCELLANEOUS REVENUES	27,156	23,719	37,023.55	37,023.55	34,501	
TOTAL FUND REVENUE	27,156	23,719	37,023.55	37,023.55	34,501	107.3

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CHV CHARLOU PARK 3RD FILING

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>CHARLOU PARK GID EXPENDITURES</u>						
40-470-4041 COUNTY TREASURER FEES	194	335	496.18	496.18	430	115.4
40-470-7072 INTEREST EXPENSE	15,290	14,167	13,617.08	13,617.08	14,190	96.0
40-470-7073 BOND PRINCIPAL PAYMENT	10,000	10,573	15,572.92	15,572.92	15,000	103.8
40-470-7074 ADMINISTRATIVE EXPENSE	510	0	354.75	354.75	1,000	35.5
TOTAL CHARLOU PARK GID EXPENDITURES	25,994	25,075	30,040.93	30,040.93	30,620	98.1
TOTAL FUND EXPENDITURES	25,994	25,075	30,040.93	30,040.93	30,620	98.1
NET REVENUE OVER EXPENDITURES	1,162	1,356-	6,982.62	6,982.62	3,881	179.9

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
DECEMBER 31, 2025

SOUTHMOOR CIR HUDSON PKWY GID

ASSETS

50-1000	CASH - COMBINED FUND	7,732.90	
50-1010	BOND RESERVE COMM BANKS	10,091.57	
50-1151	ASSESSMENTS RECEIVABLE	15,283.49	
50-1154	OTHER RECEIVABLES	107.94	
	TOTAL ASSETS		33,215.90

LIABILITIES AND EQUITY

LIABILITIES

50-2011	ACCOUNTS PAYABLE	3,000.00	
50-2221	DEFERRED REVENUES	15,283.49	
	TOTAL LIABILITIES		18,283.49

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
50-2900	FUND BALANCE	16,210.13	
	REVENUE OVER EXPENDITURES - YTD	(1,277.72)	
	BALANCE - CURRENT DATE	14,932.41	
	TOTAL FUND EQUITY		14,932.41
	TOTAL LIABILITIES AND EQUITY		33,215.90

CITY OF CHERRY HILLS VILLAGE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SOUTHMOOR CIR HUDSON PKWY GID

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS REVENUES</u>						
50-360-3611 INTEREST INCOME			602.73	602.73	0	.0
50-360-3613 INTEREST ON ASSESSMENT-GID	668-	22	6.20-	6.20-	20	(31.0)
50-360-3621 GID SPECIFIC OWNERSHIP TAX	1,121	1,066	866.77	866.77	1,100	78.8
50-360-3630 GID PROPERTY TAX REVENUE	20,030	18,422	15,283.50	15,283.50	15,283	100.0
TOTAL MISCELLANEOUS REVENUES	20,483	19,509	16,746.80	16,746.80	16,403	
TOTAL FUND REVENUE	20,483	19,509	16,746.80	16,746.80	16,403	102.1

CITY OF CHERRY HILLS VILLAGE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SOUTHMOOR CIR HUDSON PKWY GID

	YTD ACTUAL2023-	YTD ACTUAL2024-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>SOUTHMOOR HUDSON EXPENDITURE</u>						
50-470-4041 COUNTY TREASURER FEES	299	276	229.26	229.26	230	99.7
50-470-7071 IMPROVEMENT EXPENSE	127,282	0	.00	.00	0	.0
50-470-7072 INTEREST EXPENSE	14,080	4,093	7,466.56	7,466.56	7,470	100.0
50-470-7073 BOND PRINCIPAL PAYMENT	3,000	10,678	10,303.70	10,303.70	10,310	99.9
50-470-7074 ADMINISTRATIVE EXPENSE	630	0	25.00	25.00	1,000	2.5
TOTAL SOUTHMOOR HUDSON EXPENDITUR	145,290	15,046	18,024.52	18,024.52	19,010	94.8
TOTAL FUND EXPENDITURES	145,290	15,046	18,024.52	18,024.52	19,010	94.8
NET REVENUE OVER EXPENDITURES	124,807-	4,462	1,277.72-	1,277.72-	2,607-	(49.0)

**CHERRY HILLS VILLAGE
COLORADO**

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

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

ITEM: 10c(iii)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: KELLY NEWMAN, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: STAFF APPROVED CONTRACTS MONTHLY REPORT PER CITY PURCHASING POLICY – JANUARY 2026

DATE: FEBRUARY 17, 2026

ISSUE

How many City contracts, agreements, or purchase orders were signed by authorized staff during the month of January 2026 per the City’s purchasing policy?

DISCUSSION

Section VI (Spending and Signature Authority) of the City’s Purchasing Policy includes a requirement that the City Manager provide City Council ‘with a copy of each executed Contract and Purchase Order in a monthly report, regardless of whether it was budgeted or unanticipated.’ Please note that this report only includes contracts or purchase orders signed by the City Manager or staff as they have been delegated that authority per the Purchasing Policy; this report excludes contracts or agreements executed by the Mayor, or approved by City Council to be executed by staff.

Contractor	Description	Term	Cost	Budgeted?	Dept
Avocet Irrigation Design	High Line Canal Irrigation System Design	Jan 7, 2026 through Mar 20, 2026	\$4,400.00	Yes	Public Works
TAWH dba Hardey Border Collie Goose Patrol	John Meade Park Goose Deterrence	Jan 16, 2026 through Dec 31, 2026	\$16,000.00	Yes	Parks
Clifton Larson Allen	Audit Services	Jan 20, 2026 through Dec 31, 2026	\$32,000.00	Yes	Finance
Centennial Archaeology	Trail Map Finalization	Jan 26, 2026 through Apr 30, 2026	\$3,500.00	No	Parks

ATTACHMENTS

Exhibit A: Staff Approved Contracts – January 2026

City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Highline Canal Irrigation System Design (2026-002)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado, with offices at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the “City”), and Avocet Irrigation Design, Inc, a Colorado corporation with a principal office address of 11757 W. Ken Caryl Ave., Suite F-508, Littleton, CO 80127 and a local office address of 7114 W. Jefferson Avenue, Suite 201, Lakewood, CO, 80235 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. **Services.** Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. **Changes to Services.** A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until March 20, 2026 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance (the "Termination Date"). For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon

the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XI.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Dave Zickerman, Owner ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$4,400.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- If this box is checked, the Contractor shall invoice the City for Services performed and the City shall pay Contractor based on the rates or compensation methodology described in **Exhibit B**. This amount shall include all fees, costs, and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Contractor may request final payment upon completion and the City’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment upon completion of the Services to the satisfaction of the City, as more particularly described in **Exhibit B** to this Agreement.

B. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City’s interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is not for lump-sum compensation, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services

- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and

standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- The Contractor shall secure and maintain the following (“Required Insurance”):
 - Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect **prior to the commencement of the Services.** The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, penalties, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, penalty, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, penalty, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. Contractor expressly agrees that the provisions of this paragraph include its obligations as set forth in Section XI.V. of this Agreement.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between

the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

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

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

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times

by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Cherry Hills Village upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology, and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Cherry Hills Village Attn: City Manager 2450 E. Quincy Avenue	Avocet Irrigation Design, Inc Attn: David Zickerman 7114 W. Jefferson Avenue
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Cherry Hills Village, Colorado 80113	Suite 201 Lakewood, CO 80235
With Copy to: Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XI shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI.A (Governing Law and Venue), XI.J (Rights and Remedies), XI.K (Annual Appropriation), XI.N (Release of Information), XI.O (Attorneys' Fees), and XI.Q (Agreement Controls) shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

S. Protection of Personal Identifying Information. If the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Cherry Hills Village and

the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

By:  _____

Printed Name: Jeff Roberts

Title: Public works Supervisor

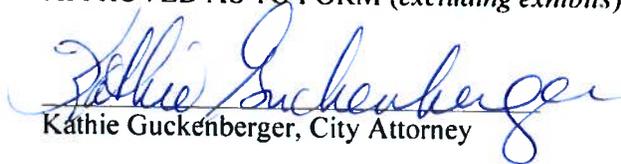
Date of execution: 1/7/2026

ATTEST:



Laura Gillespie/City Clerk

APPROVED AS TO FORM (*excluding exhibits*):



Kathie Guckenberger, City Attorney

AVOCET IRRIGATION DESIGN, INC:

By: David Zickerman

Printed Name: DAVID ZICKERMAN

Title: PRESIDENT

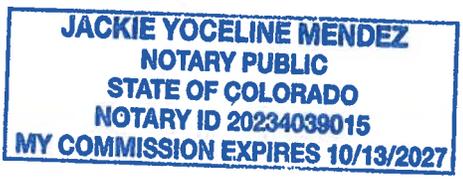
Date of execution: JAN. 6, 2026

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 10th day of January, 2026, by David Zickerman as President of Avocet Irrigation Design, Inc, a Colorado corporation.

My commission expires: 10.13.2027

(S E A L)



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

EXHIBIT A
SCOPE OF SERVICES

Contractor agrees to provide the following services:

Meetings – Avocet Irrigation Design shall meet with Cherry Hills Village staff, as required, to properly coordinate all aspects of the final irrigation system design and bid package preparation. It has been anticipated that three meetings will be required (initial design kick-off meeting, meeting to discuss City comments from initial submittal review, final meeting to tie up any loose ends).

Irrigation Water Pressure Confirmation – Avocet Irrigation Design, with City staff in attendance, shall measure water pressure on-site at existing backflow preventer(s). For other conditions, Avocet Irrigation Design will contact the appropriate water district to attain water pressure information.

Irrigation Construction Documents – Avocet Irrigation Design will prepare irrigation construction drawings for the project. Work to include new pressure loss calculations for each tap/point of connection, modify existing drawings as required to reflect new tap and controller locations, implement/specify HDPE mainline, and locate new gate valves. The irrigation system design will be prepared with consideration for topography, exposure, landscape types, and Arapahoe County requirements and maintenance practices for the site.

Construction Drawings – includes preparation of irrigation system plans and details at 75% review, 100% review and 100%/final level of completion. Final set will be prepared from drawings submitted at 100% review.

Irrigation Construction Details – Avocet Irrigation Design will prepare and/or modify irrigation system construction details to depict design intent. Details will be included in all progress submittals to City.

Project Manual – Avocet Irrigation Design will prepare the irrigation technical specifications section of the Project manual.

Opinion of Probable Cost – Avocet Irrigation Design will prepare irrigation opinion of probable cost at the 75% review and the 100%/final construction documents submittals. Estimates will be prepared utilizing historical contractor pricing from historical contractor pricing for projects of this scale.

Final Design Products:

Final construction package coordination meetings (as required)

Site water analysis

Irrigation construction documents

Irrigation system details

Irrigation specifications

EXHIBIT B
COMPENSATION

Fee Summary:

Proposal Total: Four Thousand Four Hundred Dollars (\$4,400.00) Billed Lump Sum

This fee proposal anticipates supplying Cherry Hills Village with PDF file(s) for each review level and for the final bid/construction set.

Fees stated are for only those services indicated within this Agreement. Additional services must be approved in writing by the City and will be provided on an hourly basis. Additional expenses will be billed as incurred.

Additional Services Hourly Rates:

Project Manager \$120.00 per hour

Project Designer \$ 90.00 per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company 10391 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Avocet Irrigation Design 6426 S Robb Way Littleton, CO 80127		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL142657	04/05/2025	04/05/2026	Per Occurrence/ Aggregate \$1,000,000/ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Cherry Hills Village 2450 E. Quincy Ave. Cherry Hills Village, CO 80113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Design & Placement, Inc PO Box 26397 New Orleans LA 70186	CONTACT NAME: Sebrina Bush Hillard PHONE (A/C, No, Ext): (504) 408-1437 E-MAIL ADDRESS: sebrinab@insurancedp.net FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide General Insurance Company INSURER B: Nationwide Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Avocet Irrigation Design LLC 11757 W Ken Caryl Ave Suite F-508 Littleton CO 80127-3719	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPCG027521780072	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPCG027521780072	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACPCU017521780072	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Cherry Hills Village 2450 E. Quincy Avenue Cherry Hills Village CO 80113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: John Meade Park Goose Deterrence
Contract 2026-06

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado, with offices at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the “City”), and the TAWH Corporation, a Colorado corporation with offices at 1801 W 92nd Ave Lot 658, Denver, CO 80260, US dba Hardey Border Collie Goose Patrol (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2026 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance (the "Termination Date"). For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon

the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XI.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Terry Hardey, President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed SIXTEEN THOUSAND DOLLARS AND NO CENTS (\$16,000.00) (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- If this box is checked, the Contractor shall invoice the City for Services performed and the City shall pay Contractor based on the rates or compensation methodology described in **Exhibit A**. This amount shall include all fees, costs, and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Contractor may request final payment upon completion and the City’s acceptance of all work or Services as set forth in **Exhibit A**.

- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here, if applicable] .

B. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City’s interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is not for lump-sum compensation, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state

laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- The Contractor shall secure and maintain the following (“Required Insurance”):
- Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of _____ Dollars (\$_____) each occurrence and of _____ Dollars (\$_____) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than _____ Dollars (\$_____) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars (\$_____) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the

City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect **prior to the commencement of the Services.** The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, penalties, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, penalty, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, penalty, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. Contractor expressly agrees that the provisions of this paragraph include its obligations as set forth in Section XI.V. of this Agreement.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Cherry Hills Village upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology, and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Cherry Hills Village Attn: City Manager 2450 E. Quincy Avenue Cherry Hills Village, Colorado 80113	TAWH Corporation Attn: Terry Hardey, President P.O. Box 53 Wheat Ridge, CO 80034
With Copy to:	With Copy to:

Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	
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E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XI shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for,

any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI.A (Governing Law and Venue), XI.J (Rights and Remedies), XI.K (Annual Appropriation), XI.N (Release of Information), XI.O (Attorneys' Fees), and XI.Q (Agreement Controls) shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

S. Protection of Personal Identifying Information. If the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Cherry Hills Village and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions

Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

By: Emily C Black

Printed Name: Emily C Black

Title: Parks Project + Operations Manager

Date of execution: Jan. 16, 2026

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM (excluding exhibits):

Kathie Guckenberger
Kathie Guckenberger, City Attorney

CONTRACTOR:

By: *Terry Hardey*

Printed Name: TERRY HARDEY

Title: PRESIDENT/OWNER

Date of execution: 1/16/26

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

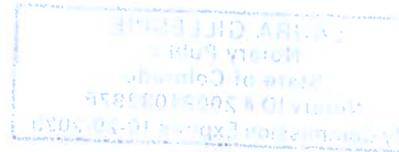
The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 16th day of January, 2026, by Terry Hardey as President/Owner of TAWH Corporation, a Colorado corporation.

My commission expires: 10/29/29

(SEAL) AURA GILLESPIE
Notary Public
State of Colorado
Notary ID # 20094032978
1y Commission Expires 10-29-2029

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

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION





Hardey Border Collie Goose Patrol

"Colorado Goose Dog Mama"

TAWH Corporation
Terry Hardey, President
TARPHardey@earthlink.net
WWW.HardeyBorderCollies.com

Box 53
Wheat Ridge, Co 80034
303-935-6105



Canada Goose Deterrence with Trained Border Collies

John Meade Park and Alan Hutto Commons

*Atten: Emily C Black
Parks & Recreation Coordinator
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
(303) 783-2742*

Canada Goose Deterrence 2026

Site Location Known As: John Meade Park and Alan Hutto Commons, Cherry Hills Village, CO

1.) TAWH Corporation, dba Hardey Border Collie Goose Patrol, or Colorado Goose Dog Mama will use specifically trained Border Collies to markedly reduce the current population of Canada geese at *John Meade Park and Alan Hutto Commons, Cherry Hills Village, Colorado*. A daily, varied schedule of visits, seven days a week, will be used to haze Canada geese from the property, to discourage them from remaining or returning to the property. After the initial weeks of hazing the Canada geese, the number of visits per day may be reduced to a maintenance level at the City's sole discretion, which may be increased again, if new flights of Canada geese arrive. Our techniques are environmentally safe and approved by the Federal Fish & Wildlife Services.

2.) *City of Cherry Hills Village* acknowledges that these services can be subcontracted for the provisions of this contract. Subcontracted companies to include, but not limited to: Colorado Goose Dog Mama and Up & Away Goose Control LLC. TAWH Corporation will notify *City of Cherry Hills Village* when a subcontractor will begin service, so park management can be notified.

3.) Weekly Service: \$301.00 per week. Since the months are not exactly 4 weeks, additional days may be prorated at \$43.00 a day.

4.) Since this is an as needed service contract, it will be the responsibility of *City of Cherry Hills Village* to notify TAWH Corporation when they wish to have services started and stopped. TAWH Corporation can assist *City of Cherry Hills Village* in making these decisions to achieve the best Canada goose control and deterrence program.

5.) Payments for service are to be made to

TAWH Corporation,
Box 53
Wheat Ridge, CO 80034

7.) *City of Cherry Hills Village* agrees to provide Hardey Border Collie Goose Patrol handlers and dogs full access to the *John Meade Park and Alan Hutto Commons* for the purposes of implementing goose control services throughout the contracted season.

8.) TAWH Corporation will maintain, at its own expense, a general liability and property damage insurance policy for not less than \$1,000,000, for the duration of this Agreement.

9.) *City of Cherry Hills Village* is responsible for notifying TAWH Corporation at least 24 hours prior to applying any chemicals to the turf or water, and shall notify TAWH Corporation at least 24 hours prior to placing or using fishing string, wire, or rope to grid water surfaces to deter Canada geese. *City of Cherry Hills Village* understands and agrees that TAWH Corporation and subcontractor's dogs will not patrol *John Meade Park and Alan Hutto Commons* for 24 Hours after chemical treatment applications have been applied to the turf or water.

Site Location Known As: John Meade Park and Alan Hutto Commons



November 20, 2025

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated May 7, 2024, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Cherry Hills Village ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2025.

Paul Niedermuller is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and aggregate remaining fund information, which collectively comprise the basic financial statements of City of Cherry Hills Village, and the related notes to the financial statements as of and for the year ended December 31, 2025.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly

presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of the entity and its environment, including the system of internal control, relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- management override of controls

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in

accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities and safeguarding assets. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made

by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to

this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

Our professional fee is \$32,000.00. We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the

activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of City of Cherry Hills Village.

CLA
CLA

Paul Niedermuller

Niedermuller, Paul, Principal

SIGNED 1/16/2026, 3:13:41 PM MST

Client
City of Cherry Hills Village

Kelly Newman

Kelly Newman

SIGNED 1/20/2026, 8:25:08 AM MST

City of Cherry Hills Village, Colorado
SERVICES AGREEMENT

Service: Finalization of City of Cherry Hills Village Trail Maps

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado, with offices at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the “City”), and Centennial Archaeology LLC, a Colorado Limited Liability Company, whose address is 300 Boardwalk Drive, Unit 4C, Fort Collins, CO 80525 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SERVICES

A. Description. Contractor shall finalize trail maps based on direction received by City Council, making minor changes to map language and symbology and correcting scrivener’s errors as necessary (“Services”), which are more fully described in Contractor’s proposal attached hereto as **Exhibit A**. **Exhibit A** is incorporated herein by this reference.

B. Term and Termination. This Agreement shall be effective on the date of its mutual execution by the Parties and shall terminate on April 30th, 2026. The Parties may mutually agree to extend the term of this Agreement in writing pursuant to the amendment provisions of this Agreement. Either the City or the Contractor may terminate this Agreement by providing the other party with advance written notice of termination. Such notice of termination shall state the date on which the Services shall terminate, which shall be no sooner than thirty (30) days following the date of the notice of termination. Within thirty (30) days of the date of termination, Contractor may submit a final invoice for all unpaid Services completed pursuant to this Agreement prior to the date of termination. The City will pay such final invoice within thirty (30) days of the date of the City’s receipt of the final invoice. The City shall not be obligated to pay any invoice submitted by Contractor more than thirty (30) days after the date of termination.

II. COMPENSATION

A. Payment. In consideration for performance of the Services by the Contractor, the City shall pay Contractor an amount not to exceed **Three Thousand Five Hundred Dollars (\$3,500.00)** (“Contractor Fee”). The City shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in Exhibit B. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City’s acceptance of all work or Services as set forth in **Exhibit A**.

B. Method of Payment. Contractor may invoice the City no more often than monthly for Services completed. The City shall pay each invoice within thirty (30) days of the City’s receipt of the invoice unless the Parties agree upon another time period in writing. Notwithstanding the

foregoing, upon termination of this Agreement by one or both parties, the City shall pay the final invoice pursuant to Section I of this Agreement. All payments under this Agreement shall be by check made payable to Contractor. The City will mail payments via first class United States Mail to the Contractor's address listed on the first page of this Agreement.

C. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

III. INSURANCE

Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement. Such insurance shall name the City as a Certificate Holder. Contractor shall provide the City with a certificate of insurance prior to the commencement of the services under this Agreement, and Contractor shall provide the City a copy of such insurance policy or policies upon request by the City. Contractor understands and agrees that the City's insurance does not provide coverage for Contractor. The Contractor's failure to obtain or maintain Contractor's own policies of insurance for the duration of this Agreement and for any travel or other activities related to the Services shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance under this Agreement.

IV. INDEMNIFICATION

A. Contractor agrees to indemnify, defend, and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, penalties, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, penalty, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, penalty, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor. Contractor expressly agrees that the provisions of this paragraph include its obligations as set forth in Section VI.R. of this Agreement.

V. RESERVED

VI. MISCELLANEOUS

A. Independent Contractor. Contractor understands and agrees that Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. Contractor acknowledges that it is not on City's payroll or Social Security or tax withholding rolls. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is an employee of City for any purposes. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

C. Integration and Modification. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the Parties.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented to a Party or sent via pre-paid, first class United States Mail, to the Party at the applicable address set forth on the first page of this Agreement.

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either Party without the written consent of the other.

G. Rights and Remedies. Any rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

H. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section VI shall not authorize assignment.

I. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

J. Survival. Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the Termination Date of the Agreement shall survive such Termination Date and shall be enforceable in the event of a failure to perform or comply, including but not limited to the following provisions: Sections IV (Indemnification) and VI (A) (Independent Contractor), (B) (Governing Law and Venue), (G) (Rights and Remedies) and (K) (Attorneys' Fees).

K. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

L. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

M. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

O. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

P. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Cherry Hills Village and the Contractor and bind their respective entities.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each

of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

R. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

[signature page follows]

THIS AGREEMENT is executed and made effective as provided below.

CITY OF CHERRY HILLS VILLAGE,
COLORADO:

CONTRACTOR:

By: Emily C Black

By: [Signature]

Printed Name: Emily C Black

Printed Name: Kristin Gensmer

Title: Parks Project and Operations Manager

Title: President

Date of execution: 1/26/26

Date of execution: 1/22/2026

ATTEST:

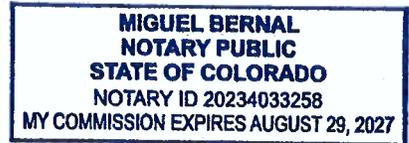
[Signature]
Laura Gillespie, City Clerk

STATE OF Colorado)
COUNTY OF Larimer) ss.

The foregoing Services Agreement was acknowledged before me this 22 day of January,
2026, by Kristin Gensmer as _____ of _____,
a _____.

Witness my hand and official seal.

My commission expires: Aug 29 2027



[Signature]

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

EXHIBIT A
SCOPE OF WORK

Contractor will perform up to three sets of minor revisions to the Parks & Trails Map as staff receives direction from City Council. Revisions may include the addition or deletion of specific trail sections, changing wording on the map, re-aligning text, etc.

The deliverables for the project include the updated Parks and Trails Digital Downloadable PDF map compliant with Levels A and AA of WCAG 2.1. and electronic files of a double-sided print version of the map with appropriate DPI and resolution for high resolution printing.

EXHIBIT B
COMPENSATION

Contractor will bill based on the below rates:

Labor	
Position	Rate per Hour
Principal Investigator	\$118.00
GIS Specialist	\$80.00
GIS Technician	\$55.00