

CHERRY HILLS VILLAGE
COLORADO

2460 E. Quincy Avenue
Cherry Hills Village, CO 80113
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Joint Public Safety Facility
Telephone 303-789-2541
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City Council Agenda

Tuesday, May 20, 2025

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](#)

5:30 PM **Study Session:** Quincy Farm Visioning

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 May 6, 2025 Minutes
 - b. 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
7. Items Removed from Consent Agenda
8. Unfinished Business
9. New Business
 - a. Quincy Farm Visioning (continued from study session)
 - b. Hybrid Meetings
10. Reports
 - a. Mayor
 - b. Members of City Council
 - c. City Manager and Staff
 - i. Department Monthly Reports
 - ii. Staff Approved Contracts Monthly Report
 - d. City Attorney
11. Adjournment

Notice: Agenda is subject to change.

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

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ITEM: STUDY SESSION AND 9a

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: MAY 20, 2025

ISSUE

Considering a proposed Vision for Quincy Farm (**Exhibit A**).

DISCUSSION

Background

While considering the 2025 Quincy Farm Annual Plan in December 2024, City Council requested that a visioning project be included in the 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. Staff and CHLP have worked together over the past few months to accomplish this request.

Status of 2025 Annual Plan

The 2025 Quincy Farm Annual Plan contains a significant number of projects. Updates for each are below.

Currently Underway:

- Big Barn: the Big Barn renovation is underway and is nearly complete; a ribbon cutting ceremony is scheduled for May 20, 2025 and the Grand Opening for the public will be held on June 22, 2025.
- Landscape Plan: Parks staff has created the layout and visuals for a landscape plan for the east side of the Farm; the text of the plan remains to be drafted.
- East Side Pastures: Test plots of wheat and clover have been planted and Parks staff is observing the results. Winter wheat has come up, but the clover has not so far. Results will be used to determine future planting plans.
- Pond: Denver Water, Arapahoe County Open Space, and the High Line Canal Conservancy completed their second review of the plans (after 10 weeks) on May 5th. Staff is preparing the Invitation for Bids and applying for the necessary Letter of Authorization from Arapahoe County; construction should start in early September.
- Visioning: In progress.
- Farmhouse Feasibility Study: CHLP began an initial draft of the Request for Proposals, and City staff are now adding the necessary legal language and preparing it to be posted.

Remaining to be done (City projects):

- Footbridge replacement
- Evaluating and/or updating the Memorandum of Understanding with CHLP
- Signage
- Hopkins House Cost Estimating for accessibility (entrance and restroom) - to be discussed

Visioning

The visioning activity has involved the following elements:

- 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 (**Exhibit C**)
- Research into other similar Denver Metro Area properties (including Four Mile House, Bluff Lake Nature Center, and Seventeen Mile House) (**Exhibit D**)

The 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

The proposed Vision statement is attached as **Exhibit A**. To facilitate understanding and discussion about the proposed Vision, staff has developed a Possibilities Matrix (**Exhibit E**). This matrix divides the Farm into sections and considers the different activities that are anticipated in each section, with some elements still to be determined.

Staff and CHLP are seeking approval from City Council on the completed sections of the proposed Vision presented at this meeting. An additional section of Goals & Objectives will be presented at a later date. Next steps and timing are discussed below.

Memorandum of Understanding

This Visioning discussion will begin to inform the next step in this process, which Council also requested as an addition to the 2025 Annual Plan. This is a review of the Memorandum of Understanding (MOU) between the City and Cherry Hills Land Preserve (excerpt from the 2025 Annual Plan):

“Evaluate the Memorandum of Understanding

Once the shared vision is established, City staff and CHLP will review the existing Memorandum of Understanding to make it consistent with the vision. Any provisions of the MOU that are no longer applicable, or which are not clear, will be identified and amended or deleted. The goal is to clarify respective roles and create a framework for working together. The team will present an updated agreement to City Council for approval.”

The research staff and CHLP has done about other properties has already begun to inform this process; a chart of information about how other historic/nature properties in the Denver Metro Area operate is attached as **Exhibit D**. CHLP has also begun working with their Board of Directors to consider their future role. Information about their discussions so far and considerations for the future is attached as **Exhibit F**.

Please note that staff is not requesting direction at this time related to the MOU, operating models, etc. Instead, staff is only hoping to introduce some of the research that has been done to date. This topic will be scheduled separately in the future.

Next Steps

In addition to input on the proposed Vision, staff is requesting input from City Council regarding the following next steps, as there are a large number of projects related to Quincy Farm:

1. Completion of 2025 projects – ongoing throughout 2025
2. Create draft of 2026 Annual Plan for initial submittal for Council review in August 2025
3. Discussion regarding MOU update with CHLP – following approval of 2026 Annual Plan, begin in 4th Quarter 2025 continuing into 2026
4. Finalize Goals & Objectives in the Vision – include as a project in the 2026 Annual Plan

BUDGET IMPACT

The long term vision will impact future budgets; the 2026 Annual Plan (once developed) will determine the 2026 budget for Quincy Farm.

RECOMMENDED MOTION

None

ATTACHMENTS

Exhibit A: Proposed Vision developed by Cherry Hills Land Preserve and staff (draft)
Exhibit B: Quincy Farm Visioning Committee Report 2014
Exhibit C: Themes from individual discussions with Councilors
Exhibit D: Chart comparing similar properties
Exhibit E: Possibilities Matrix
Exhibit F: CHLP's Role Moving Forward (draft)
Exhibit G: Chart comparing Quincy Farm National Historic Register listing and Conservation Easement

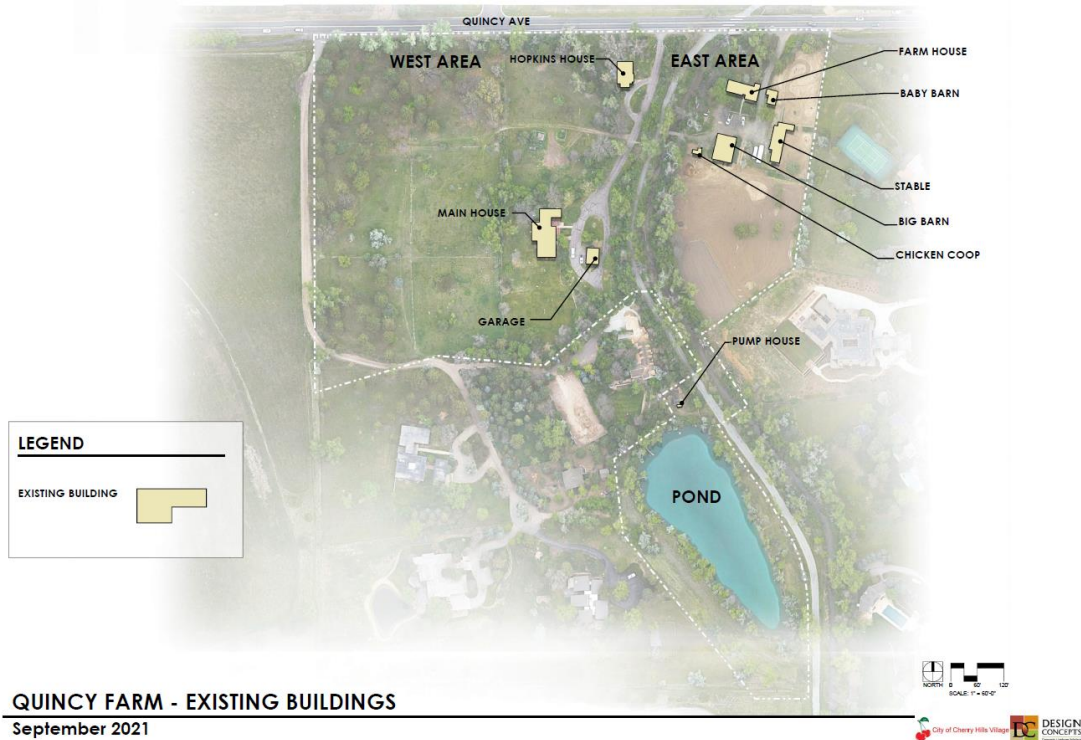
Quincy Farm Visioning 2025

I. Background & Site History

Catherine H. Anderson generously gifted Quincy Farm to the City of Cherry Hills Village, with the intention to share her unique and beautiful property with the community. In 2007, she deeded the Property to the City via a Special Warranty Deed subject to a life estate. The same year, she granted a Conservation Easement on the Farm to Colorado Open Lands, a Colorado non-profit organization. The Conservation Easement ensures the continued preservation of the Farm’s natural landscape. Cat passed away on June 2, 2016, and Quincy Farm transferred to the City.

Quincy Farm is a traditional agricultural parcel in a suburban setting. The Property currently consists of nine structures: three houses, a detached garage, two barns, horse stalls, a chicken coop, and a pump house. These buildings are surrounded by open pastures, an irrigation pond, and a diversity of native and non-native trees and shrubs. A baseline report details the conditions of Quincy Farm at the granting of the Conservation Easement in 2007. This baseline report was updated again in 2012.

Quincy Farm was listed on the National Register of Historic Places in April 2007. The farm is designated as a historic district, significant for both agriculture and architecture. The majority of the structures, as well as other elements of the farm complex, are considered historically important. It is one of the last farms in the area that has retained its integrity, maintaining its collection of agricultural buildings and pastures dating from the 1930’s.



The farm’s open lands are also important as natural areas. The Property’s mature trees, riparian zones, wetlands, and Pond create an urban wildlife habitat, providing food, shelter, breeding

grounds, and migration corridors. The High Line Canal Trail bisects the Property. It is used by hundreds of people every day for walking, jogging, hiking, bicycling, and horseback riding. Trail users are able to experience this refuge of nature remaining in an urban space, often spotting wildlife from the trail in and around the farm.

II. Prior Visioning for Quincy Farm

In 2014, Cherry Hills Village City Council determined it would be helpful to develop a preliminary visioning document for Quincy Farm during Cat Anderson's lifetime. A nine-member committee was formed and worked with consultant Mundus Bishop to develop a report that would assess improvements necessary to accommodate public use, provide a roadmap for programs and activities that could take place on Quincy Farm, and outline the measures to be taken before opening the property to the public and immediately following. Over a decade later, the prescience of the Visioning Committee report has proved remarkable.

Following the completion of the Quincy Farm Visioning Committee Report, Resolution 10, Series 2016 created the Quincy Farm Committee. The Committee was charged with the responsibility to advise and report to the City Council on all matters related to Quincy Farm. As part of this broad assignment, the City Council specifically directed the Committee to: "Develop and draft a long term (10-year) master plan for the Property for approval by the Parks, Trails, and Recreation Commission and City Council that incorporates operations, capital costs, compliance with the governing Conservation Easement, and the goals of the Quincy Farm Visioning Committee." The Quincy Farm Committee work was paused in 2020 to explore alternative options for the Farm; the MOU with CHLP was signed in December 2021.

In 2025, City Council has requested a Vision for Quincy Farm be developed. The following Vision Statement is informed primarily by the 2014 Report of the Quincy Farm Visioning Committee, the subsequent work of the Quincy Farm Committee, interviews with City Council Members during the spring of 2025, and the experience of CHLP's Quincy Farm programming during 2023-24.

III. Vision

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.

i. 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.

ii. The East Side

The east side barnyard and adjoining pastures are the more active part of the Farm, where most programs and events occur. It will be a hub of educational programs and events relating to nature, sustainability, and local history. Interpretive signage explaining the historical importance of Quincy Farm will introduce the visitor to the key structures on the site. The central feature of the barnyard will be the renovated Big Barn, which provides a multi-purpose gathering place. The existing farmhouse will become an important support structure for barnyard activities, providing an ADA-compliant restroom, simple kitchen facilities, storage, and additional meeting space.

The smaller barn, stables, and Pony Club arena will provide additional program and support facilities, while the surrounding pasture areas add to the agricultural ambiance of the site. Visiting farm animals can be accommodated in the Big Barn, and possibly in other structures in the future as well. A new walking path and gardens around the east side will enhance the visitor experience.

iii. The West Side

The west side is a natural area that supports local flora and fauna and encourages more passive, individual encounters with nature. It provides a complement to the Hopkins House and the historic structures on the east side. The Hopkins House, required to be maintained per the Conservation Easement, is a stand-alone historic feature of the site. A nature trail allows access to the natural area. A variety of natural landscapes, including open meadows, stands of trees that support nesting owls, and an improved pond area all provide attractive wildlife habitat. While the feel of the east side barnyard is active, the feel of the west side will be more passive; it will primarily be a place of individual encounters with nature.

The Hopkins House, a late 19th-century farmhouse, one of the oldest structures in the local area, is a key visual element of Quincy Farm. Its distinctive exterior serves as an iconic anchor to the site. The building will be rehabilitated in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Structures. It can be used for programming and educational events.

IV. Goals & Objectives

Goal 1:

Key Strategies:

A.

B.

C.

Goal 2:

Key Strategies:

A.

B.

C.

...

DRAFT

QUINCY FARM

Cherry Hills Village



*Report of the Quincy Farm
Visioning Committee
October 2014*

ACKNOWLEDGMENTS

QUINCY FARM VISIONING COMMITTEE

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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.
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Katy Brown
 District 6 Councilmember
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 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
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CITY OF CHERRY HILLS VILLAGE

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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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- 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.

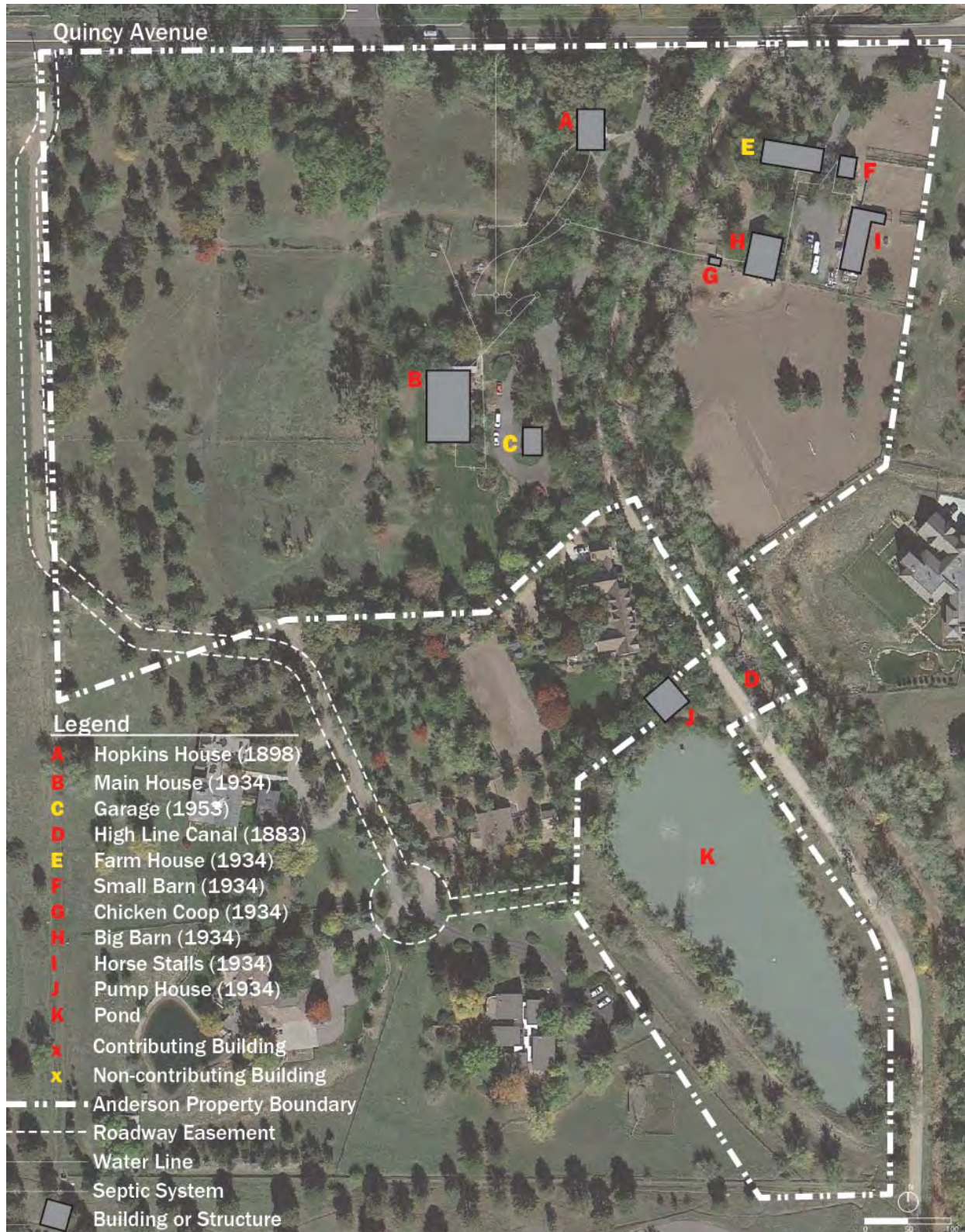
- To enhance potential for outside funding partners, CHV must create a broad vision, and plan for the Property that is appealing to funding communities in, and outside the Village.

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

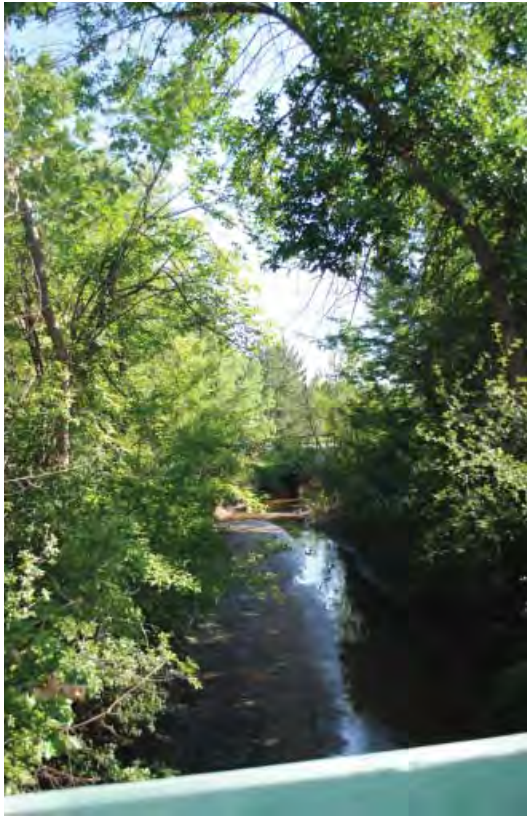


Photo: Lori Autterson



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.

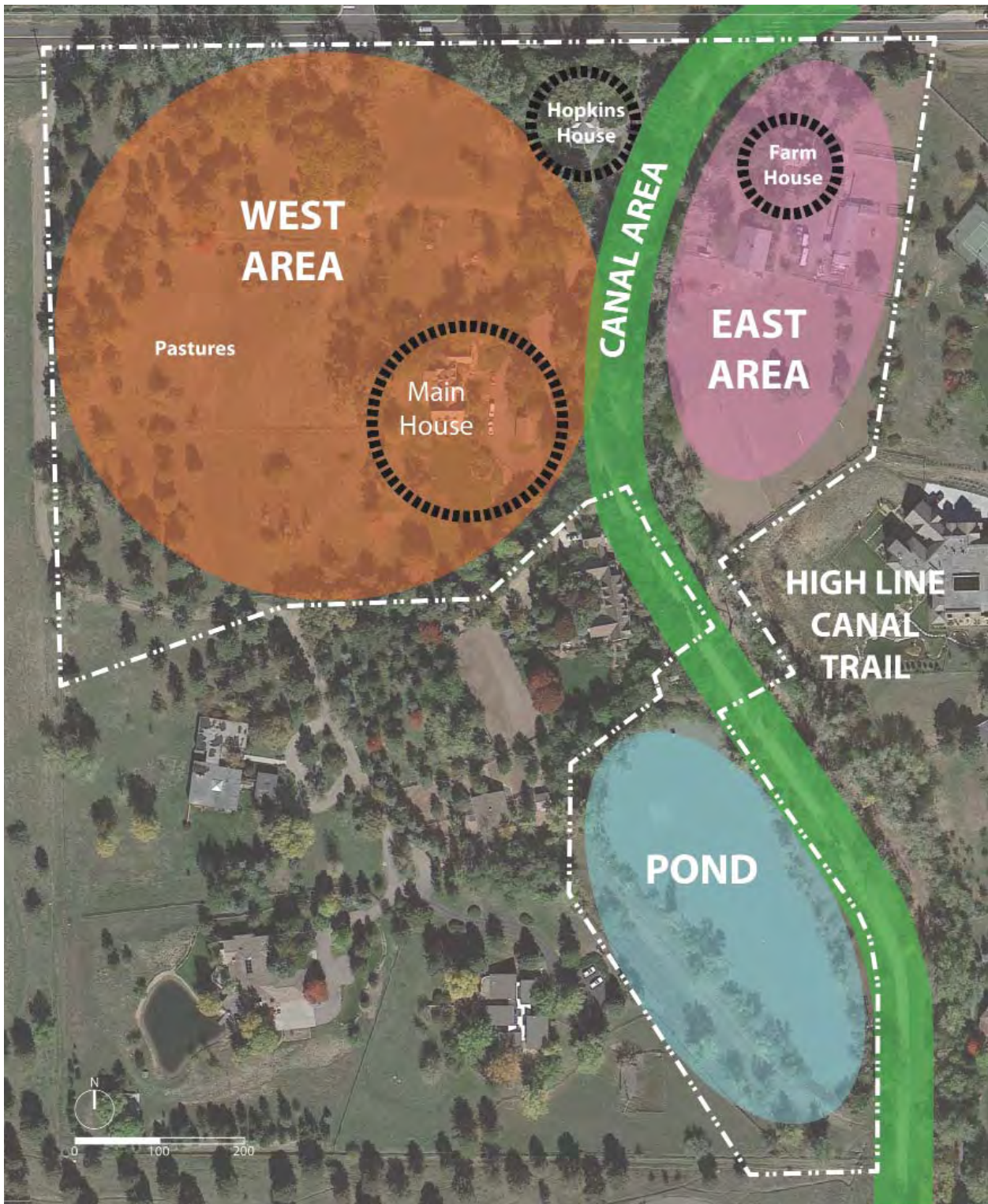
The Conservation Easement makes clear that the intent of the easement is solely for protection of the Conservation Values, and further states that all other uses that are not inconsistent with the preservation and protection of the conservation values are **not** prohibited.

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.

Themes from Quincy Farm Visioning with Councilors

Staff and CHLP-defined interest groups:

- Adults and families that want to attend programming
- Passive participants – going for a walk, not attending programs
- People that do not go to the property; they just want the open space preserved
- (possibly) People that want a space for private events

1. Format of vision

- a. Discussed format of a Vision Statement with more detailed sections following
- b. Time horizon averaged about 10 years (“5 years is too short” – one suggestion of a 20 year plan)
- c. Two Councilors assumed this process was creating a long term plan or “tactical plan” – both agreed with working vision format when process was explained

2. “What is in your vision?”

- a. “As much citizen involvement as possible within the bounds of the Conservation Easement”
- b. “Cultural and emotional heart of CHV”
- c. “Community open space but also not just for residents of Cherry Hills – for gathering, for education, for programming, enjoyment.”; “Overall approach: Should look like what it looked like a long time ago so people enjoy the historic existence of CHV – go in and enter a time warp. Natural, old, with a vision toward the future, with a non-party, non-meeting space feel.”
- d. “Programming and public use. Don’t exclude schools and others, but focus on CHV community. My big issue is that it feels like it could be a loose understanding of what CHLP does vs what the City does.... Tend to think of CHLP being more programming but the City owns the asset and does the investment.”
- e. About half of Council envisioned a caretaker or FT paid staffer for QF

3. “Should we continue the programming going on now by CHLP/do you value it?”

- a. Yes and would like to increase it.

- b. Love the programming, love programming that could even be big (not super loud). Could go up to 500 people (knowing Earth Day was 250)
- c. Yes – to a large degree it’s up to CHLP (what programming is and what are the needs)... Like the idea of having some sort of community of interest to focus on – residents, school district, to focus marketing on. ***Likes low impact****
- d. Recommendation for more school outreach and involvement

4. “With the sales tax ballot initiative passing and increasing property taxes, the City is in a better financial position now – does that change Council’s willingness to help pay for the property?”

- a. Supportive, believes it is well worth the investment to the public. Initial thought would be benchmark of \$300K a year on maintenance and staffing
- b. Expressed a desire for fundraising similar to the High Line Canal Conservancy, Cherry Hills Village Police Foundation, in an effort to spend less taxpayer money
- c. “We are fortunate with the budget we have now, but there will be times we’re in the opposite situation. This property is an education and lifestyle property, not a revenue property....If the budget gets tight, I would say we as a city (not just CHLP) would want to have an environmental foundation or a foundation formed specifically for those lean times that get us through”
- d. “Absolutely! Fiscally conservative but absolutely it’s a great chance to use some of that if we think it’s a valid project/need. Maybe there are grants with matching funds and that could be a separate incentive.”
- e. I would think so, it’s a City asset and within the bounds of the budget and what’s achievable.
- f. Would make financial sense for the City to look at professional fundraising

5. “Do you envision that the property raises money for itself through special or private events?”

- a. “I think in a limited way, yes. Once the barn is renovated, and if East side farmhouse is too, having East side available for rented events could be appropriate. Have criteria around it, figure out parking. Farm should stay open to the public, can’t rent the whole farm out, just the structures.”
- b. “Yes – not 300 person events, but maybe 50-100”

- c. “No, I don’t want outside events to be looked at as a revenue stream, because then you want to maximize your revenue stream, so I would exclude that entirely. I would rather see CHLP focus on more events of the right kind that come with a price tag than outside entities or private entities and it becoming a rental not tied to the mission of QF”
- d. “If the Garden Club wants to have a meeting, they should pay, but the City shouldn’t make a profit on it. Wear and tear, heat. Could have a couple outside events but would have to be very limited; not an attraction; if Koelbel wanted to have their picnic at the barn one year instead of JMP, they could, and would have to pay more. Could see a lot of people wanting that – but also a lot of people not wanting it.”
- e. “That gets back to the light use and how to limit the number of events keeping that perspective in mind. No problem generating some income but impacts are important.”
- f. “Property will need to contribute to its own success; not be a siphon of taxpayer dollars forever; Would love to see big house as event center, would get a lot of use, generate revenue to contribute to ongoing maintenance, appease folks that don’t want it torn down “
- g. Universal agreement amongst those asked to NOT to ever charge entrance fees (this is not something that either staff or CHLP was contemplating; this came up in contrast to models like Four Mile)

6. Miscellaneous

- a. One opinion that the current MOU could stay in place
- b. One request for more outreach/that outreach isn’t reaching enough people; more donations will come with more involvement/outreach/awareness.
Another idea that more donations will come once people better understand the governance structure (between CHLP and City)

7. Anderson House

- i. No questions were specifically asked about the Anderson House but multiple Councilors provided feedback. No consensus emerged.

Similar Local Properties to Quincy Farm

	<u>Four Mile Historic Park</u>	<u>17 Mile House Farm Park</u>	<u>Bluff Lake Nature Center</u>	<u>Quincy Farm</u>
Mission Focus	To educate the community about Denver's Western heritage.	Visitors can step back in time at the 160 -year old farm which served as a stop for pioneers in the 1860's	To inspire and educate people to connect with, protect, and respect nature.	Inspire curiosity and learning about nature, conservation, and the history of the local area.
Property Description	Museum, Gate House, resident farm animals; other reproduction buildings and barns, tipi, and miner cabin; no open space to speak of (built out)	Includes a historic house, red barn, silo, milk house, and loafing shed, two windmills & 32 acres of open space. Farm Park also features a trailhead for the Cherry Creek Regional Trail, picnic tables, a parking lot and a Port-a-let.	Urban wildlife refuge and "outdoor classroom" in Denver. Bluff Lake is Denver's largest open space managed as native habitat, and Denver's only nonprofit nature center.	Quincy Farm is a place to enjoy educational programs, explore a unique, historical farm and its open space, and connect with neighbors.
	https://www.fourmilepark.org/	Welcome to Arapahoe County, CO - Official Webs	https://www.blufflake.org/	https://www.quincyfarm.org/
Hours	Wed.-Sun 10-4 7, Jun-Dec; Weekends 10-4 during Winter ; Group tours with a docent	Dawn to dusk every day	Sunrise to sunset every day	Sunrise to sunset every day
Daily Admission	\$8.00. Does not cover fees for programs or special events	NA	NA	NA
Primary Audience	Families, students and the general public in the Denver metro area and beyond ; out of town visitors		Families, students, and the general public in the Denver metro area and beyond; out of town visitors	Cherry Hills Village residents and neighboring communities
Size of property	12 Acres	70 acres (32 acres of open space)	123 acres	17.5
# Annual Visitors	60,000	5200 visitors, and 660 participants in the monthly open houses (not sure this is accurate)	100,000; 450 summer campers	Programming in 2024: 1,348
Surroundings	Cherry Creek Trail, commercial areas, some apartments; in an urban commercial/residential area. Four Mile was developed before most buildings.	On a main road surrounded by open space and residential and commercial development	Mixed-use; in an area bordered by railroad tracks, a residential area that considers it an asset, and contingent to Bluff Lake. It is next to a sewage plant,	QF borders Kent Denver School and is surrounded by suburban homes on the other sides
Animals	Horses, chickens, and pigs full time on the property	None	None	Visiting only - horses, pigs, goats, and chickens
Year Opened	1978	2012 (Master Plan/Road Map developed in 2007)	Approximately 2000	2023 (East Side), 2024 (West Side)
Owner	City of Denver	Arapahoe County	Bluff Lake Nature Center (nonprofit agency)	City of Cherry Hills Village
Operator(s)	Four Mile Historic Park Inc (nonprofit) 9 FT employees	Arapahoe County manages and maintains the park (with partners like Cherry Creek Valley Historical Society and volunteers who lead tours, interpret the natural history, provide activities and maintain gardens)	Bluff Lake Nature Center (nonprofit agency) 12 FT employees plus volunteers	City of Cherry Hills Village and CHLP for Programs and Outreach
Programs	Summer Camps; barnyard animals; school group tours ; group tours of the museum; monthly activities	Only offer 10 programs - they call these Open Houses- including Pollinator-friendly gardening, wool spinning, quilts of valor, The Farm's dairy history, and school group tours, all free	After school programs, nature walks, earth listening circles, guided site tours, weekly bird walks, 3 Family Nature Adventure days, Forest School for kids ; mini camps	Nature education, Earth Day, visiting animal events for families and adults, and annual Barn Party

Special Events	e.g. Easter Egg Hunt (20,000 eggs hidden); two different times; full bar and band; Bright Nights - entire property lit up with sculptures and lights for 11 weeks; Swallow Hill concert series every Wednesday in summer- 5:30 pm--8:30 pm with full bar; Pumpkin Harvest; Christmas Brunch	Included in Programs section	Earth Day, Summer Solstice, Halloween	Earth Day, Adventures in Nature (formerly Trail Walk), Barn Party
Private Events	Weddings (permanent tent), corporate events	Not currently available for rental by the public, but could be in the future	Facilitated birthday parties, host an event in amphitheater, or pavillion	Not at this time
Parking	Paved, partially paved lot; parking allowed on Exposition for some events; bus parking	Parking lot and on street parking. Special parking for busses	Large parking lot and parking available on surrounding roads and streets; bus parking	Minimal parking on the west side

Quincy Farm: Possibilities Matrix

	East Side	West Side	Hopkins House
Programming e.g. bird walks, cutting garden class, etc.	Y	Y	Y
Public events e.g. Earth Day	Y	Y	Y
Private events (low impact; does not close access to entire site) e.g. board meeting, birthday party	Y – Big Barn, pony club arena only	TBD	Y
Weddings	N	N	N
Private events that close access to site	N	N	N
Visiting Animals	Y	Y	N
Permanent Animals	N	N	N
Caretaker	N	N	N



CHLP's Role Moving Forward 4/28/2025

Overview

- Per the 2025 Annual Plan, CHLP has agreed to review and recommend any clarifying changes to the MOU signed back in November 2021.
- It's almost been half a decade, and we know much more about Quincy Farm. The 2021 MOU between the City and CHLP was based on concepts, visions, and just a few programming efforts. During the past few years, CHLP has helped shape the community's attitude towards the Farm; Quincy Farm has evolved into a real community asset.
- Now is the time to reevaluate as we move forward.

Mission Statements for Reference

- Cherry Hills Land Preserve is a local nonprofit organization founded in 2005 to inspire nature conservation and open space stewardship in Cherry Hills Village.
- Cherry Hills Land Preserve's mission at Quincy Farm is to inspire curiosity and learning about nature, conservation, and the history of the local area through educational experiences and appreciation of open space.

CHLP's Plans

- We are a small community here in CHV, and the goal of CHLP is to remain small, with a nimble and active board. The Board and Executive Director are embedded in our community and have strong personal relationships.
- We know we need to be practical when assessing involvement and participation by volunteers. Other institutions have large boards and staff, focusing on ever-expanding, diverse audiences. Our focus is on this tight-knit community.

The Four Pillars of CHLP Involvement

Educational Programming

- Continue to provide community-focused, public, educational programs at Quincy Farm that connect people to nature and history for the foreseeable future.
 - We are open to coordinating small programs for other nonprofit organizations that look to inspire nature, conservation, and open space.
- Strategic direction
 - Going forward, this organization does not see itself as the manager of Quincy Farm (e.g., scheduling and logistics for any private events such as afternoon teas, birthday parties, etc, that some residents and Council members have mentioned; maintenance of the grounds, and improvements to the property).

Marketing and Outreach

- Maintain ongoing marketing and community outreach efforts to drive engagement at Quincy Farm, ensuring that it continues to be a community asset that is actively used and valued by residents.
- The ambassador program created by CHLP in 2023 continues to expand and is key to volunteer and family engagement at Quincy Farm, which has led to multigenerational support of the property.

Overall Strategy and Planning for the Future of Quincy Farm

- In addition to educational programs and outreach, we want to continue to provide strategic advice for the future development of Quincy Farm
- Offer the City broad community input we have gathered regarding programming, uses, and improvements.
- Continue to assist with strategic planning efforts, e.g., the Annual Plan.

Fundraising

- Continue to raise funds to cover the CHLP costs for offering public, high-quality educational programs, strategic assistance to the City, and marketing and outreach.
 - The number of programs/events will depend on our fundraising success each year.
 - Continue the Barn Party as a fundraising tool for CHLP programming, and as a vehicle to create increased awareness and engagement with Quincy Farm, as well as a way to bring together the CHV community.
- Annually assess capital projects aligned with CHLP's Quincy Farm mission for potential fundraising efforts (e.g., initiatives such as a Pond Platform, Old Pony Club arena seating; possible adaptive use of the Hopkins House).

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.

Minutes of the City Council of the City of Cherry Hills Village, Colorado
held on Tuesday, May 6, 2025 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, Police Commander Brennan Leininger, and City Clerk Laura Gillespie.

Absent: none.

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

Tory Leviton, 3901 East Quincy Avenue, thanked Council for considering his reappointment to the Parks, Trails and Recreation Commission; he invited everyone to attend his summer concert series in John Meade Park.

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 April 1, 2025 Minutes

Item 6b. Construction Contract with Asphalt Specialties Company Inc.

Item 6c. Resolution 15, Series 2025; Approving an Intergovernmental Agreement with Arapahoe County Regarding Shared Use of Arapahoe County’s Radio Communications Network System and Consolidated Communications Network of Colorado

Item 6d. Resolution 16, Series 2025; Reappointing Members to the Board of Adjustment and Appeals

Item 6e. Resolution 17, Series 2025; Reappointing Members and Appointing a New Member to the Parks, Trails and Recreation Commission

Item 6f. Resolution 18, Series 2025; Reappointing Members and Appointing a New Member to the Cherry Hills Village Art Commission
The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None.

UNFINISHED BUSINESS

Item 8a. Update on Citywide Cellular Communications Study

City Manager Cramer introduced consultants Andrew Pigney and Per Nygren; he reminded Council in January 2025 staff and Mr. Pigney presented the final report for improving cell coverage in the City based on Council's criteria; no action was taken on the option that emerged of three one hundred foot towers in City parks; Council directed staff to evaluate other options presented by residents; City staff met with residents who were experts in the field to discuss C-band and satellite service, and during those conversations a new option emerged; staff was seeking Council direction on continuing conversations on the new option.

Andrew Pigney, NTC, explained he was an industry wireless professional for more than 45 years and had worked for various carriers and equipment providers over the years; tonight's presentation would explore the option of improving the existing small cell towers in the City; there were currently 13 nodes throughout the City with all of the major wireless carriers on them and all owned by Crown Castle; they were all located in public rights-of-way; the existing poles were typically 30 feet with the wireless equipment located at 20 feet; in almost all cases the equipment was blocked by thick tree foliage; the new option would be to raise the poles to 40 feet or 50 feet and put the equipment on top to be above the majority of tree foliage; the new poles would be galvanized steel and have the equipment in canisters; two carriers could locate in each canister; the equipment could be upgraded from low gain antennas to high gain antennas; these changes were allowed by the Municipal Code.

Councilor Heller asked about battery backups. Mr. Pigney replied these nodes were unlikely to have battery backup.

City Manager Cramer added the FCC had specific regulations both about the size of small cell wireless facilities in public rights-of-way and the local municipality process for reviewing and approving them; the FCC preempted any local public hearing process; the tower owner could apply for these changes at any time without any action by the City; staff was not advocating for a particular decision but was seeking to provide Council with all the pertinent information.

Mr. Pigney explained these changes would not provide good cell coverage equally to the entire City because the existing nodes were not evenly spaced throughout the City,

but the changes would significantly improve cell coverage for large areas of the City; the main areas that would not be improved were the southwest quadrant of the City and the Glenmoor Country Club area; he presented graphics and data showing the current signal levels with 20 foot towers and the potential levels with 40 and 50 foot towers; the City was about 6.3 square miles, currently about 3.7 square miles (58.8%) had good coverage, the 40 foot towers would increase that to about 4.6 square miles (74%), and the 50 foot towers would increase that to about 5.1 square miles (81%).

Councilor Robinson asked about the basis for the data. Mr. Pigney explained his software RF propagation tool, adjustments for specific tree coverage, and crowdsourced data for signal strengths.

Mr. Pigney and Council discussed satellites and the limitations for use in densely populated areas due to the frequency used and the cost of and competition for spectrum; tree height and utility line height in relation to cell equipment height; advantages of 5G technology.

City Manager Cramer clarified staff was not asking Council to make any decisions but was asking Council if the increased coverage was enough of an improvement to continue exploring the new option by initiating discussions with Crown Castle, given that one of the original criteria was coverage for the entire City; discussions with Crown Castle would be for information gathering only; staff would return to Council with more information about the timeline and potential costs so that Council could discuss next steps, if any, such as pros and cons and altering the original criteria.

Councilor Eber asked about health concerns. City Manager Cramer replied the FCC considered the taller towers to have less exposure.

Councilor Maguire asked staff to also bring back information on the cost of adding new towers to improve coverage in the southwest quadrant of the City and the Glenmoor Country Club area. Mayor Brown brought up the lighter blue areas going from Cherry Hills Country Club east to Mansfield. City Manager Cramer noted dropped calls or poor signal may still happen occasionally even with this new option.

Council, staff, and Mr. Pigney discussed the City's past efforts to engage Crown Castle and technology improvements over the past three to five years; the public input that would be needed on 50 foot towers; and the possibility that bringing up the possibility with Crown Castle could result in them submitting applications for 50 foot towers with or without Council's support.

Council agreed to direct staff to continue exploring the new option by initiating discussions with Crown Castle and return to Council with more information about the timeline and potential costs so that Council could discuss next steps, if any.

NEW BUSINESS

None

REPORTS**Mayor**

Mayor Brown provided an update on the state legislature. Council discussed the failure of House Bill 25-1168.

Mayor Brown reported the High Line Canal Conservancy had asked the City to sponsor their Dine for the High Line event. City Manager Cramer noted the City had not sponsored the event before and the annual \$10,000 contribution from the City was a separate item. Mayor Brown explained the Donation Policy.

Members of City Council

Councilor Fisher reported she attended the High Line Canal Collaborative Leadership Group meeting with Manager Black; she attended the Cherry Hills Land Preserve's Earth Day event at Quincy Farm and complimented the Land Preserve's leadership and the many volunteers; she asked if Director Workman had heard back from Denver on the proposed rehabilitation treatment facility on Monaco Street after sending the City's letter.

Director Workman replied he had not.

Councilor Robinson had no report.

Councilor Maguire commended the Police Department for the seasonal crime awareness article in their monthly report and suggested it be included in the Crier.

Mayor Pro Tem Hoellen also attended Earth Day at Quincy Farm and complimented the Land Preserve and City staff.

Councilor Eber also attended Earth Day at Quincy Farm and added his compliments to the student volunteers; he reported on a conversation with a resident who was unsatisfied with the City's methods of disseminating information; he reported that Denver would not renew their contract on license plate readers.

Council and staff discussed Denver's concerns about how the information could be used. Commander Leininger emphasized the CHVPD found the Flock cameras extremely helpful and had not had issues with information requests. City Attorney Guckenberger indicated any information request would have to be evaluated on a case by case basis in accordance with state law.

Councilor Eber noted security concerns at Temple Sinai and asked if the CHVPD could respond to calls for service there.

Commander Leininger replied the CHVPD would gladly help with any call of service they were asked to assist with, but the communication between counties was not automatic so Denver would have to specifically ask for help on a call for service.

Councilor Heller reported he would attend the Centennial Airport Community Noise Roundtable meeting tomorrow; he and City Manager Cramer had met with the South Metro Fire Rescue (SMFR) director about their possible November ballot issue for a tax increase. Council and staff discussed the various issues and concerns with SMFR's possible tax increase.

Councilor Robinson reported the Opioid Council was discussing the need for a detox facility and asked Commander Leininger if CHVPD had a need for that type of facility. Commander Leininger replied CHVPD had a relationship with a detox facility they used when needed.

City Manager and City Staff

Deputy City Manager/Director Goldie reported Spring Clean Up would be held May 17th and staff could make accommodations for residents who observed the Sabbath.

Clerk Gillespie noted Council would meet at 4pm on March 20th at Quincy Farm for the Big Barn ribbon cutting.

Councilor Heller thanked Clerk Gillespie for the electronic packet page index.

City Attorney

City Attorney Guckenberger reported on House Bill 25-1147 and Senate Bill 25-001.

City Manager

City Manager Cramer thanked staff for their efforts on the Scavenger Hunt in John Meade Park.

ADJOURNMENT

The meeting adjourned at 8:33 PM.

(SEAL)

Kathleen Brown, Mayor

Laura Gillespie, City Clerk

CITY OF CHERRY HILLS VILLAGE
COLORADO

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ITEM: 6b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: KATHRYN DUCHARME, HUMAN RESOURCES MANAGER

SUBJECT: 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

DATE: MAY 20, 2025

ISSUE

Shall City Council approve Resolution 19, Series 2025; approving an unbudgeted expenditure and agreement for professional services for recruiting services for the Director of Finance & Administration open position?

DISCUSSION

The City posted the job for Director of Finance & Administration on January 10, 2025. Unfortunately, the City did not make a hire through the process. Staff received 66 applications, nine of those candidates were interviewed, with three continuing to a second-round interview. The first-round interview was a panel interview. The second-round interview consisted of a pop-up presentation on an aspect of a draft of the City's Purchasing Policy and second panel interview. Unfortunately, the City did not make a hire through the process.

As staff continues to search for additional candidates, the intent is to utilize different strategies than the typical process to identify and recruit new potential candidates, therefore staff is recommending the City partner with Robert Half Inc. (the "Contractor") whose services specialize in finding finance and accounting talent.

BUDGET IMPACT

This is an unanticipated expenditure to the 2025 budget. The impact would be no more than \$51,560.00 fee. The fee is based on the City's salary range, so the fee range is \$35,558.50 up to \$51,559.75. The fee is 25% of the base salary of the Hired Candidate, a reduced rate from the Contractor's standard fee of 35% of the base salary. If the Hired Candidate's employment

terminates for any reason other than reorganization, elimination of position, takeover, or material change in job responsibility within the applicable pro rata guarantee period (please see Exhibit B of the Agreement for Professional Services, Recruiting Services -Director of Finance & Administration), the Contractor agrees to refund a pro rata portion of the Contractor's Fee paid to the City for the Hired Candidate, or to issue the City a pro rata credit for such amount if the Contractor provides the City a replacement Hired Candidate.

RECOMMENDED MOTION

“I move to approve Resolution 19, Series 2025; approving an unbudgeted expenditure and agreement for professional services for recruiting services for Director of Finance & Administration open position.”

ATTACHMENTS

Exhibit A: Resolution 19, Series 2025
Attachment A: Agreement for Professional Services - Recruiting Services -
Director of Finance & Administration

RESOLUTION NO. 19
SERIES 2025

INTRODUCED BY:
SECONDED BY:

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN UNBUDGETED EXPENDITURE AND AGREEMENT FOR PROFESSIONAL
SERVICES WITH ROBERT HALF INC., FOR RECRUITING SERVICES FOR THE DIRECTOR
OF FINANCE AND ADMINISTRATION OPEN POSITION**

WHEREAS, pursuant to its general municipal powers and C.R.S. § 31-15-101, the City of Cherry Hills Village (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City of Cherry Hills Village’s Purchasing Policy requires City Council approval for non-budgeted transactions over \$25,000.00; and

WHEREAS, the City Administration Department desires to purchase recruiting services for the Director of Finance and Administration open position (the “Services”), the cost of which is anticipated to be in excess of \$25,000.00 if the Services result in filling the position and which were not included in the approved 2025 budget; and

WHEREAS, the City wishes to enter into an agreement for the Services with Robert Half Inc., a Delaware corporation (the “Agreement”); and

WHEREAS, the City Council desires to approve the Agreement and further desires to authorize the City Manager to execute the Agreement on behalf of the City once in final form.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby: (a) approves the Agreement in substantially the same form as attached hereto as **Attachment A**; (b) authorizes the City Attorney, in consultation with the City Manager and Human Resources Manager, to negotiate appropriate changes to the Agreement that do not materially increase the City’s obligations; and (c) authorizes the City Manager to execute the Agreement on behalf of the City once in final form.

Section 2. This Resolution shall be effective immediately upon adoption.

Introduced, passed and adopted at the
regular meeting of City Council this __ day
of _____, 2025, by a vote of __yes __ no.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

Attachment A
Agreement for Professional Services

City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Recruiting Services – Director of Finance and Administration

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 Robert Half Inc., through its finance & accounting permanent placement practice group, a Delaware corporation registered to do business in Colorado, with a Colorado place of business at 1125 17th Street, #900, Denver, CO 80202 (“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.** As applicable to direct-hire recruitment 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, if applicable, 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 for a period of one (1) year, unless terminated as provided herein ("Termination Date").

B. Termination. This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other Party at least ten (10) days prior to termination. In the event of a Party's exercise of the right of 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. If applicable or available, 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. Upon either Party's receipt of a notice of termination, the City shall not accept and Contractor shall not submit any invoice, bill, or other form of statement of charges owing to the Contractor unless such invoice is authorized pursuant to Section IV of this Agreement.

C. 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). Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

D. 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 Chuck Bustos, Director of Permanent Placement Services ("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. Payment for Services Contingent on Hiring Referred Candidate. 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. Contractor shall not be paid unless and until tasks identified in the Scope of Services are performed to the satisfaction of the City and as required by this Agreement. In consideration for the completion of the Services by Contractor as specified in **Exhibit A**, 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 on [insert date here, if applicable].

B. Receipts. The City shall make payment in full to the Contractor, as set forth in this Agreement, without requiring the furnishing of 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 applicable 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 reasonable 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 applicable 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 reasonable 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 terminated without Contractor providing 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 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.

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 third party 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 negligent provision of Services by Contractor under this Agreement if such injury, loss, penalty, or damage is caused in whole or in part by, the negligent 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. 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. To the extent available, 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. Notwithstanding anything to the contrary herein, City acknowledges that Contractor does not: (i) track or request race, gender, veteran or disability status of the candidates; or (ii) meet any applicant tracking or recordkeeping requirements.

C. Ownership. To the extent applicable to the provision of direct-hire staffing, 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	Robert Half Inc. Attn: Stephanie Cook Robert Half 1125 17 th Street #900 Denver, CO 80202
With Copy to: Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to: Robert Half Inc. Attn: Client Contracts Department 3001 Bishop Drive, Suite 140 San Ramon, CA 94583 Tel: 925. 913.1000 Email: clientcontracts@roberthalf.com

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.

W. This Agreement shall apply to the finance & accounting permanent placement practice group of Robert Half Inc.'s Denver, CO branch, and no other Robert Half Inc. practice group or branch shall be bound hereunder.

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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: _____

Title: _____

Date of execution: _____

ATTEST:

Laura Gillespie, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Kathie Guckenberger, City Attorney

CONTRACTOR: Robert Half Inc.

By: _____

Printed Name: Stephanie Cook

Title: District Director

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025, by _____ as _____ of _____, a _____.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

1. Conduct a search on behalf of the City for a Director of Finance and Administration (the “Position”) and refer qualified candidates for that position to the City for its consideration in hiring. Contractor will only refer candidates who are qualified to perform functions specified in the job description for the Position, a copy of which is attached to and incorporated herein as **Exhibit C**.

2. If the City identifies a preliminary final candidate referred by Contractor, Contractor will, upon notice from the City and prior to the City offering employment to such candidate, have its third-party vendor confirm the highest degree earned by the candidate if the candidate has achieved a degree from a U.S. or Canadian college or university, based on information provided by candidate directly to the third-party vendor. Contractor will review the information revealed by this check and determine candidate’s eligibility for the Position in accordance with applicable law. If City requests a copy of the results of any checks conducted on Contractor’s candidates, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. Contractor will inform the City Representative of the results of this verification within the time frame requested by the City Representative.

3. If the City selects a candidate that Contractor has referred, Contractor will send the City a letter of confirmation regarding this Agreement.

EXHIBIT B
COMPENSATION

1. Payment to the Contractor for performance of the Services (“Contractor’s Fee) is contingent upon the City hiring a candidate for the Position that was referred by Contractor. The Contractor Fee applies to a candidate for the Position referred by Contractor that becomes a City employee within twelve (12) months from the date of Contractor’s last referral of a candidate. Contractor earns the Contractor Fee at the time a candidate that Contractor has referred accepts an offer of employment from the City (the “Hired Candidate”).
2. If the City hires a candidate for the Position that Contractor has not referred for the City’s consideration, the Contractor Fee does not apply, and the City will not compensate Contractor for its recruiting services or efforts pursuant to this Agreement. Under this circumstance, 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.
3. The Contractor Fee is a reduced fee of twenty-five percent (25%) of the Hired Candidate’s annual starting salary as expressed in the City’s initial employment offer to that candidate.
4. Contractor will invoice the City no more than ten (10) calendar days before the Hired Candidate’s scheduled starting day of employment. Such invoice is payable within thirty (30) days from the invoice date.
5. **Contractor Guarantee.** If the City pays Contractor the Contractor’s Fee within thirty (30) days from the invoice date, Contractor agrees to provide a ninety (90) calendar day *pro rata* guarantee, and if the City pays Contractor the Contractor’s Fee later than thirty (30) days from the invoice date, Contractor agrees to provide a thirty (30) calendar day *pro rata* guarantee. If the Hired Candidate’s employment terminates for any reason other than reorganization, elimination of position, takeover, or material change in job responsibility within the applicable *pro rata* guarantee period, Contractor agrees to refund a *pro rata* portion of the Contractor’s Fee paid to the City for the Hired Candidate, or to issue the City a *pro rata* credit for such amount if Contractor provides the City a replacement Hired Candidate. Such refund or credit will be equal to 1/90th or 1/30th of the Contractor’s Fee paid to Contractor, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of the Hired Candidate’s employment.

EXHIBIT C
Job Description, Director of Finance and Administration

City of Cherry Hills Village
Job Description
January 2025

DIRECTOR OF FINANCE AND ADMINISTRATION

General Statement of Duties

The Director of Finance and Administration is an integral member of the City's management team; the position works with and reports directly to the City Manager and has contact with the City Council. This position requires a generalist capable of performing and/or administering all activities related to the City's financial, administrative, and functions including planning, organizing, directing, coordinating, and reporting.

Supervision Received and Given

The Director of Finance and Administration reports to and receives direction from the City Manager and the City Council of the City of Cherry Hills Village. The Director of Finance & Administration directly supervises the City Clerk, the Municipal Court Clerk and the Municipal Court Bailiff.

Distinguishing Features of the Class

This is a department director and a management classified position responsible for the direction of departmental programs and functions as determined by the City Manager and City Council. This position is responsible for development and presentation of the annual operating and capital budgets, budgetary control throughout the year by monitoring current year revenues and expenditures and preparation of monthly financial statements for City Council. The incumbent exercises professional cash management services administering all banking and investing activities from collection to disbursement to forecasting to investing to managing financial relationships. This position is responsible for preparation for and oversight of annual audit of City's financial statements by an outside auditor.

Essential Job Functions

Accounts Payable/Accounts Receivable/Bookkeeping (Duties Include):

Prepare and process the City's accounts payable. Prepare automated checks for payment, process on demand payments as necessary. Issue 1099 tax forms at year-end. Bill and process the City's accounts receivable, payments and fees.

Sales Tax (Duties Include):

Process sales tax payments received from vendors. Track sales tax receipts and follow up with

vendors on past due payments. Issue sales tax/business licenses.

City Budget (Duties Include):

Work with Department Directors, City Manager and City Council to prepare the annual budget. Prepare a proposed budget annually and submit it to the City Council and be responsible for the administration of the budget after its adoption. Maintain and submit the annual Government Finance Officers Association (GFOA) Budget Award.

Participation in City Council Meetings (Duties Include):

Preparing agendas and staff memos for City Council regarding proposed ordinances and resolutions and other City business; attending City Council meetings (usually during evening hours); speaking to City Council during meetings regarding proposed ordinances, resolutions, and other City business.

Audit (Duties Include):

Prepare prepared-by-client workpapers for the annual audit process; primary City contact for audit purposes. Perform internal audits and establishes internal control systems. Monitor and bid City auditing and banking services.

Payroll (Duties Include):

Processing payroll biweekly. Transmitting direct deposit files and transmitting state and federal taxes online as well as all benefit contributions. Complete annual W2 tax files for all employees and submit information to the Social Security Administration

Long Range Financial Forecast (Duties Include):

Prepare multi-year financial reports and analyses. Keep City Council advised of the financial condition and future needs of the City. Make such recommendations to City Council as they may deem necessary.

Customer Service (Duties Include):

Communicating information in a courteous, timely, professional, and effective manner, in person, over the telephone, and in writing, including email and paper correspondence.

General Desk Work (Duties include):

Performing a variety of tasks while sitting at a desk, including using computer software programs, using the internet, typing, emailing, and creating and interpreting complex statistical and financial reports.

Examples of Work

- Manage City Administrative staff, subject to the personnel rules and regulations adopted by City Council.
- Upon the request of City Council, make written or verbal reports concerning the affairs of the City.
- Prepare prepared-by-client workpapers for the annual audit process; primary City contact for audit purposes.
- Prepare multi-year financial reports and analyses.

- Perform annual physical inventory and maintains fixed assets records.
- Administer sales and use tax programs.
- Monitor and bid City auditing and banking services.
- Perform internal audits and establishes internal control systems.
- Attend and participates in professional groups and training sessions necessary to stay informed of prevailing financial, administrative and human resources practices.
- Attend City Council meetings, homeowner meetings, and other professional meetings as may be required.
- May prepare ordinances or resolutions for City Council.
- Monitor the evolution of TABOR litigation and monitors the City's compliance.
- Keep City Council advised of the financial condition and future needs of the City. Make such recommendations to City Council as they may deem necessary.
- Maintain open communications with City staff and ensure that all levels of staff are informed and knowledgeable about City affairs.
- Attend City Council meetings and participate in discussions with City Council in an informative and/or advisory capacity.
- Establish a system of accounting and auditing for the City, which reflects the financial condition and financial operation of the City.
- Work with the City Attorney regarding legal issues involving the City of Cherry Hills Village.
- Prepare and submit to City Council a complete report on the financial and administrative affairs of the City for the preceding year at the end of the fiscal year.
- Perform such other duties as may be prescribed by ordinance, required by the City Manager and/or City Council, or otherwise deemed necessary.
- Driving to a variety of functions within the metro Denver area to serve as a representative of the City; driving to locations within the City as necessary; occasionally traveling to distant locations on City business.

Required Knowledge, Skills, and Abilities

- Knowledge of and the ability to interpret State Statutes, the Municipal Charter and Code, and federal, state, and local laws and regulations affecting municipal operations.
- Operations, services and activities of a comprehensive financial management program.
- Public finance theory and procedures including governmental accounting principles and practices.
- Statistics, economics, finance, costing and business practices.
- Principles and practices of municipal budget preparation and administration.
- Knowledge of the Colorado Open Meetings Law.
- Basic knowledge of the Colorado Open Records Act.
- Basic knowledge of Colorado election laws and processes.
- Understand the principles and practices of organizational management, public administration, and risk management.

- Knowledge of the principles and practices of municipal budgeting, budget preparation and fiscal administration.
- Ability to maintain confidentiality when faced with information of a sensitive nature.
- Knowledge of Microsoft® Office programs such Word and Excel; ability to use them for communication, analysis, or other administrative purposes.
- Ability to learn various computer software programs such as Caselle.
- Ability to operate a variety of office equipment such as recording software and equipment, photocopier, and fax machine.
- Good knowledge of business English and spelling, and ability to produce quality written documents that deploy a professional appearance.
- Outstanding attention to detail and organizational skills.
- Ability to complete tasks and projects with no direct supervision.
- Ability to plan, organize, direct and coordinate the work of supervised staff. Select, supervise, train and evaluate staff. Lead and direct the operations, services, and activities of the department.
- Develop and administer departmental goals, objectives and procedures.
- Prepare clear and concise administrative and financial reports. Prepare and administer budget.
- Ability to perform bookkeeping and mathematical functions (including addition, subtraction, multiplication, and division).
- Ability to deal tactfully and courteously with members of the public.
- Ability to establish and maintain effective relationships with residents, the public, staff members, City Council, community associations, business contacts, civic organizations, the media, and various other groups and individuals.
- Ability to prepare and present written and oral reports in a professional manner.
- Ability to communicate effectively with a wide variety of people, including City Council, department heads, employees, representatives of other governmental agencies and citizens.
- Ability to stay self-directed, motivated, flexible, with a “team spirit” and a willingness to work under time constraints.
- Skilled at juggling multiple priorities.
- Ability to understand, explain, and interpret City policies, procedures and functions.
- Ability to work under time constraints, deadlines and schedule interruptions.
- Ability to manage and maintain an efficient and professional staff of municipal employees.
- Ability to work well independently and with others to establish and attain objectives.

Performs work that requires the following essential physical abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

The majority of this position’s duties are performed in an office environment. Occasional trips to external locations such as other governmental offices or field sites may be required. Trips to field sites may include exposure to adverse weather and driving conditions as well as construction site risks.

Vision: Examples include the ability to see in order to drive safely on an occasional basis, and read a computer screen or other printed matter at close or far range on a constant basis. Must have the ability to read and decipher color-coded maps.

Communicating: Examples include the ability to talk and hear and comprehend verbal communication on a constant basis. Must be able to communicate effectively in person or over the telephone.

Manual Dexterity: Examples include the ability to frequently manipulate office equipment. Must have fine and gross finger dexterity, and the ability to reach, grasp, grip, and twist at the wrist.

Twisting and Turning at the Waist: Must be able to frequently twist and turn while sitting and standing.

Lifting/Pushing/Dragging: Must be able to frequently lift/push/drag items and equipment weighing up to 35 pounds such as boxes of supplies and paper records from one location to another.

Sitting: Must be able to frequently sit for extended periods of time while working at a desk.

Standing: Must be able to occasionally stand for extended periods of time while working at the front counter or speaking at the podium before City Council.

Any essential function or requirement of this position will be evaluated as necessary should an incumbent or applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent or applicant when possible.

Education and Experience

Education: A bachelor's degree from an accredited college or university in Accounting, Finance, Public or Business Administration, or a similar discipline is required. A master's degree from an accredited college or university in public administration, business administration, or a similar discipline is preferred.

Experience: A minimum of six years of progressively fiscal experience in public operation of a moderate size and complexity with supervisory experience or equivalent combination of training and experience that provides evidence of the applicant possesses' the required knowledge, skills and abilities.

Licenses and/or Certificates:

Possession of, or the ability to obtain, an appropriate and valid driver's license and a driving record satisfactory to obtain coverage by the City's insurance carrier.

CITY OF CHERRY HILLS VILLAGE
COLORADO

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ITEM: 9b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL
FROM: LAURA GILLESPIE, CITY CLERK
SUBJECT: HYBRID MEETINGS
DATE: MAY 20, 2025

ISSUE

This is a continuation of the discussion on allowing hybrid Council meetings.

BACKGROUND

At the April 1, 2025 Council meeting (Exhibit A) Council discussed allowing virtual participation in otherwise in-person Council meetings.

DISCUSSION

Staff Research

Following the April 1st discussion staff investigated 15 other small municipalities that conduct hybrid meetings. From this research, staff has determined that the City's current technology setup is no worse than, and in several cases is generally better than, that of other municipalities. The friction and occasional awkwardness of hybrid meetings seems to be inherent; a certain level of inelegance has to be acceptable if hybrid meetings are to be conducted. Based on observations of other setups and communications with other municipalities' staff, CHV staff does not recommend any changes to the Council Chambers audio-visual system at this time.

City of Greenwood Village

During the April 1st meeting Council discussed Greenwood Village regular City Council meeting schedule. While there was discussion that Greenwood Village (GWV) usually holds one regular meeting in the first week of the month and one study session in the third week of the month, staff found this was not generally true, at least for 2024. In 2024 GWV held 16 regular meetings with study sessions before the meeting; one stand alone study session; and one budget workshop. GWV study sessions were an average of 70 minutes long and regular meetings were an average of 95 minutes long.

Questions for Council

Based on the April 1st discussion staff is seeking direction from Council on the following issues:

1. Who is permitted to participate virtually in City Council meetings?
 - a. Staff strongly recommends that virtual participation is limited to Council members. Limiting virtual participation to Council members only (rather than members of the public) will significantly alleviate the need for additional staff to manage hybrid meetings, and will significantly alleviate security concerns. Meetings that are open to the public to join virtually are at highest risk of interference by bad actors. Maintaining a virtual option only for Council members is the most secure scenario.
2. Are City boards, commissions, and committees allowed to conduct hybrid meetings?
 - a. Staff strongly recommends against allowing City boards, commissions, and committees to conduct hybrid meetings, due to the increased staff time needed to manage hybrid meetings and the limited number of staff available.
3. Are Council members participating virtually allowed to participate in quasi-judicial public hearings, non-quasi-judicial public hearings (such as the budget), and/or executive sessions?
 - a. **Option A:** If not, it will be challenging for staff to plan for these items without knowing how many Council members will attend a given meeting in-person. As an alternative to allowing virtual participation in this case, an option would be to reducing the number of regular/scheduled Council meetings per year by one or two meetings in order to provide guaranteed breaks for Council members to plan travel.
 - b. **Option B:** If these items are allowed during hybrid meetings, while staff will make every effort to avoid scheduling these items during hybrid meetings, staff requests as much notice as possible from Council members as to which meetings they will participate in virtually.
 - c. **Option C:** A third option would be to allow these items during hybrid meetings, and also reduce the number of regular/scheduled Council meetings per year by two meetings.

While staff has strong concerns with #1 and #2, above, staff can provide support for #3.

4. Are Council members allowed to take oaths of office by virtual participation?
 - a. Staff recommends Council members be required to take their oaths of office in-person. If a Council member cannot attend the Organizational Meeting when oaths of office are performed, the City Clerk can arrange to do an individual oath.

Proposed Amendments

Option A: No amendments to the Electronic Participation Policy would be necessary. Staff would bring back proposed changes to Article 3, Section 3(A) of the City Council Rules of Procedure amending the regular meeting schedule for Council's consideration.

Option B or C: Staff would propose the Electronic Participation Policy be divided into two policies. First, the policy for City Council would allow electronic participation for Council members at any meeting, and would allow electronic participation for other people only if the meeting is virtual-only due to COVID-19 considerations (Exhibit B). Second, the policy for boards, commissions, and committees would maintain the current allowance for electronic participation only for COVID-19 considerations (Exhibit C). The City Council Rules of Procedure would be amended to reference the new policy and, for Option C, the new regular meeting schedule. A separate waiver for quasi-judicial hearings may also be needed.

BUDGET IMPACT

Staff does not recommend any changes to the Council Chambers audio-visual system at this time.

NEXT STEPS

Staff is seeking direction from City Council.

ATTACHMENTS

- Exhibit A: April 1, 2025 City Council Minutes (excerpt)
- Exhibit B: Draft Electronic Participation Policy for City Council
- Exhibit C: Draft Electronic Participation Policy for Boards, Commissions and Committees
- Exhibit D: City Council Rules of Procedure

RECORD OF PROCEEDINGS

Councilor Fisher added she supported anything that benefitted not just the health and wellbeing of students but also of staff; the support of neighbors and of the Planning and Zoning Commission was important.

Mayor Brown called for a vote on the motion.

The motion passed 5 yes to 0 no.

Mayor Brown closed the Public Hearing at 8:17 PM.

Item 9b. Resolution 14, Series 2025; Accepting a Donation from the Cherry Hills Village Police Foundation on Behalf of the Cherry Hills Village Police Department

Deborah Burger, 36 Cherry Hills Farm Drive, and Mark Griffin, 3236 Cherryridge Road, representing the Cherry Hills Village Police Foundation, presented a donation of \$25,000 on behalf of the Cherry Hills Village Police Foundation, a designated gift from Patricia and Jack Future specifically for a K-9 dog.

Council thanked the Police Foundation.

Chief Lyons stated the dog's name was Shadow and Officer Michael Anderson had been selected as the handler; they would begin K-9 academy on Monday.

Councilor Maguire moved, seconded by Councilor Fisher, to approve Resolution 14, Series 2025, accepting a donation from the Cherry Hills Village Police Foundation on behalf of the Cherry Hills Village Police Department.

The motion passed unanimously.

Item 9c. Board and Commission Member Terms

Clerk Gillespie explained several board and commission member terms would end on May 20, 2025; some members desired reappointment and some did not; in addition, there was a resignation on the Art Commission; applications had been solicited in the Village Crier, on the City website, and City social media accounts; in addition to new applications, staff had one application from the last two years; the Parks, Trails and Recreation Commission section of the Municipal Code directed Council to appoint a member from each District.

Council agreed to reappoint members who had served no more than one term and desired reappointment, and per the Board and Commission Recruitment Policy consider members who had served more than one term and desired reappointment along with any applicants.

Councilor Heller volunteered to review applications, conduct interviews, and make recommendations. Council asked staff to ask Councilor Eber to volunteer.

Item 9d. Hybrid/Virtual Meetings

City Clerk Gillespie explained this discussion was a request from Council; conducting hybrid or virtual meetings outside of a COVID situation would be a change in Council's policy; benefits might be more flexibility for Council members to attend more meetings and have more Council members at more meetings; challenges included technology, security, staffing, and quality of the meetings; if Council wanted to allow hybrid or virtual meetings staff had a list of questions and considerations, and staff would bring back suggested amendments to the applicable Council policies.

Council discussed allowing hybrid or virtual participation during quasi-judicial matters or executive sessions; how the live-stream would view members joining remotely; comparison of various platforms; security concerns; rules of etiquette; ensuring

RECORD OF PROCEEDINGS

members joining virtually had an equal opportunity to speak; other municipalities and organizations that allow remote participation; the benefit of more participation superseding technology issues; the number and type of Council meetings in Cherry Hills Village and in Greenwood Village; pros and cons of limiting the number of meetings a Council member can join remotely; costs to upgrade the Council Chambers system; a possible trial period; the preference of in person discussions; remote participation for boards and commissions; remote participation for members of the public.

REPORTS

Mayor

Mayor Brown reported on the proposed rehabilitation treatment facility on Monaco Street; she had attended the public hearing and explained what she had learned from the applicant; the City could submit a letter of response to the application.

Councilor Maguire asked if Chief Lyons had any concerns about the facility.

Chief Lyons replied he did not have concerns at this time.

Council agreed the City should submit a letter of response.

Mayor Brown provided an update on the bills moving through the state legislature; she would attend the Metro Mayors Caucus tomorrow.

Council discussed the state bills and possible counter arguments.

Council discussed the inquiries about traffic during audience participation and the plan to conduct a traffic study in 2026.

Members of City Council

Councilor Fisher asked staff to include information on the community liaison in the letter regarding the Monaco facility; she wished everyone happy Passover.

Councilor Robinson complimented Deputy City Manager/Director Goldie and Director Workman on their respective presentations.

Mayor Pro Tem Hoellen complimented Mayor Brown on her report in the Village Crier; he asked Chief Lyons about security coordination with construction traffic at Kent Denver.

Councilor Heller reported he would be attending the next Centennial Airport Community Noise Roundtable meeting and noted they were hybrid.

City Manager and City Staff

Chief Lyons reported the Citizens Academy would start on Thursday.

Clerk Gillespie asked for Council's opinion on a proposed schedule for the Quincy Farm Big Barn ribbon cutting on May 20, 2025 before that evening's Council meeting. Council agreed.

City Manager Cramer recognized Deputy City Manager/Director Goldie and Director Workman for their respective memos and presentations.

City Attorney

City Attorney Guckenberger had no report.

CITY COUNCIL POLICY FOR ELECTRONIC PARTICIPATION IN CITY COUNCIL MEETINGS

I. Purpose

The purpose of this policy is to allow City Council to meet and conduct City business by teleconference, video conference, or other electronic means (“Electronic Participation”).

II. Scope

This policy shall apply to regular and special meetings, including study sessions, of the City Council of the City of Cherry Hills Village (“Meetings”).

This policy incorporates the rules of procedure adopted by the City Council and supplements those rules to facilitate the conduct of Meetings by Electronic Participation. To the extent applicable, City Council may participate and vote in legislative and administrative matters within the scope of their authority at Meetings conducted by Electronic Participation. In addition, City Council may participate and vote in quasi-judicial matters within the scope of their authority in accordance with this policy.

III. Policy

A. The City Council may hold, and a member of the City Council may participate in, a duly noticed Meeting by Electronic Participation only in accordance with this policy.

B. Electronic Participation by City Council Members in Otherwise In-Person Meetings

1. City Council members affirm their intent to attend as many Meetings in-person as possible.
2. Any member of City Council may participate in any Meeting by Electronic Participation. There is no limit to the number of City Council members who may participate in a Meeting by Electronic Participation. There is no limit to the number of Meetings per year a City Council member may attend by Electronic Participation.
3. No other person shall participate in any Meeting by Electronic Participation except in accordance with Section III.C. of this policy.
4. Oaths of office shall be administered entirely in-person or entirely by Electronic Participation only.

5. City Council members attending by Electronic Participation shall have their cameras on at all times.
6. All votes shall be conducted by roll call.
7. Except for any public hearing initiated by the City or based on an appeal of an action initiated by the City, each applicant must consent to holding a quasi-judicial public hearing when one or more Council members may participate by Electronic Participation. Such consent must be in writing and must be received by the City Clerk no later than thirteen business days prior to the Meeting in order for the public hearing to be held electronically. If such consent is not received the public hearing will be scheduled for a future meeting with no Electronic Participation.
8. The Meeting shall be electronically recorded and the recording posted on the City website, except for executive sessions.
9. When feasible, the Meeting shall be live streamed to the City website.
10. Draft minutes of the Meeting shall be made available for public inspection as soon as is feasible.
11. The City Council may discontinue the use of Electronic Participation where such connection or participation results in delays or interference in the Meeting process. If connection of a Council member is lost, the City Clerk shall make at least two attempts to re-initiate the connection. If a quorum is no longer present, the City Council shall adjourn the Meeting. If technological difficulties impair the orderly processing of a public hearing that is not quasi-judicial, the City Council may continue the matter to a date and time certain.

C. Meetings Held Entirely by Electronic Participation

1. Meetings will be held entirely by Electronic Participation only when the City Council, Mayor, or the City Manager determines meeting in-person is not practical or prudent due to public health orders and regulations, or lack of a quorum due to members in quarantine or isolation for COVID-19.
2. The Clerk or City Manager shall contact City Council members at least twenty-four hours in advance of a regular or special Meeting to provide notice of a Meeting conducted under this policy.
3. Members of the public must contact the City Clerk by the deadline indicated on the meeting agenda in order to receive information on the means by which the public may join the Meeting electronically. Requests received after the deadline will not be permitted to join the

Meeting electronically but can view the live stream and recording of the Meeting on the City website.

4. The City Clerk shall initiate the Electronic Participation a reasonable time before the scheduled time of the Meeting.
5. The Meeting shall be electronically recorded and the recording posted on the City website, except for executive sessions;
6. When feasible, the Meeting shall be live streamed to the City website;
7. Draft minutes of the Meeting shall be made available for public inspection as soon as is feasible;
8. The City Council may discontinue the use of Electronic Participation by members or citizens during a Meeting where such connection or participation results in delays or interference in the Meeting process. If connection of a Council member is lost, the City Clerk shall make at least two attempts to re-initiate the connection. If a quorum is no longer present, the City Council shall adjourn the Meeting. If technological difficulties impair the orderly processing of quasi-judicial matters or other public hearings, the City Council may continue the matter to a date and time certain.
9. All members of the City Council, at least one City staff member, and applicant and witnesses in quasi-judicial matters, must be able to clearly communicate with one another by Electronic Participation and be able to hear or read all discussion, evidence, and testimony in a manner designed to allow notice and participation.
10. Members of the public must be able to hear or read all discussion, presentations, evidence, testimony, and votes, unless not feasible as determined by the presiding officer of the City Council.
11. The public shall receive at least twenty-four hours' notice of:
 - a. the time of the Meeting;
 - b. the fact that the Meeting will be conducted using Electronic Participation; and
 - c. the means by which the public may join the Meeting electronically.
12. The City Council shall provide adequate opportunity for the public to participate in the Meeting that is commensurate with the similar opportunity that is routinely given during in-person Meetings. The public may submit written comments and materials to the City Clerk by the deadline indicated on the meeting agenda. Written comments and

materials received by the deadline shall be distributed to the City Council members prior to the Meeting and be made part of the record.

13. The City Council may convene executive sessions in Meetings conducted by Electronic Participation if such sessions otherwise conform to the requirements of Colorado law. City Council members using Electronic Participation to participate in an executive session shall ensure that the privacy and confidentiality of the executive session are maintained. No individual City Council member using Electronic Participation for an executive session may permit any other person to hear, see, or otherwise have access to executive sessions or related materials. Except as required by the Colorado Open Meetings Law, no attendees of an executive session shall record executive session discussions.

D. Quasi-Judicial Matters at Meetings Held Entirely by Electronic Participation

1. Quasi-judicial public hearings must be held entirely in-person or entirely by Electronic Participation.
2. Meetings will be held entirely by Electronic Participation only in accordance with Section III.C. of this policy.
3. Except for any public hearing initiated by the City or based on an appeal of an action initiated by the City, each applicant must consent to holding a public hearing electronically. Such consent must be in writing and must be received by the City Clerk no later than thirteen business days prior to the Meeting in order for the public hearing to be held electronically. If such consent is not received the public hearing will not be scheduled.
4. All notices of the public hearing shall include a notification that the public hearing will be conducted electronically, that advance registration for public comment is required, and that information for participation will be provided on the meeting agenda.
5. The meeting agenda must clearly state: (1) that the public hearing will be conducted electronically; (2) that advance registration for public comment is required; (3) the method by which the public may participate; and (4) the deadline for registration and submittal of exhibits by members of the public.
6. An applicant's final submittal of all exhibits to be referenced during the public hearing must be received by the City Clerk no later than thirteen business days prior to the Meeting to ensure all materials are included in the City Council packet. All exhibits are required to be clearly named and labeled.

7. The City Clerk shall send the City Council packet to the City Council members and to the applicant and shall require confirmation of receipt.
8. An applicant's final presentation must be received by the City Clerk no later than 9:00 a.m. the business day before the Meeting.
9. The applicant will appear by video with audio as directed by the City Clerk. The public hearing must be continued in the absence of both video and audio. The applicant should remain connected until the conclusion of the public hearing.
10. Members of the public must contact the City Clerk by the deadline indicated on the meeting agenda in order to receive information on the means by which the public may join the Meeting electronically. Requests received after the deadline will not be permitted to join the Meeting electronically but can view the live stream and recording of the Meeting on the City website.
11. Members of the public must submit any exhibits by the deadline indicated on the meeting agenda. The City Clerk will share exhibits during the appropriate testimony. Members of the public are not permitted to share their screen.
12. Members of the public must disconnect from the meeting platform once they have concluded their testimony. They are encouraged to watch the remainder of the Meeting on the City website.
13. A member of the public may only speak once during a public hearing.
14. The standard for public participation is substantial compliance. Technological errors preventing a particular member(s) of the public from participating in a public hearing shall not invalidate the hearing proceedings, unless the City Council determines that such an error fails to comply with due process requirements under applicable law.
15. The City Manager may choose to continue any public hearing conducted under this policy to a date and time certain if the City Manager determines it is not possible or prudent to hold the public hearing by electronic means.
16. The City Council may continue a public hearing to a date and time certain for reasons set forth in the Municipal Code, to provide additional public participation or obtain additional information, or upon request of the applicant.

E. Reasonable Accommodations

1. The City shall provide reasonable accommodations and shall waive or modify provisions of this policy to provide equal access to Meetings.

CITY COUNCIL POLICY FOR ELECTRONIC PARTICIPATION IN CITY BOARD, COMMISSION AND COMMITTEE MEETINGS

I. Purpose

The purpose of this policy is to allow City boards, commissions and committees to meet and conduct City business by teleconference or other electronic means, including video conferencing, (“Electronic Participation”) when meeting in person is impractical, impossible, or unlawful.

II. Scope

This policy shall apply to all regular and special meetings, including study sessions, (“Meeting”) of all City boards, commissions, and committees (“Boards”).

This policy incorporates the rules of procedure adopted by the body holding the Meeting, and supplements those rules to facilitate the conduct of Meetings by Electronic Participation. To the extent applicable, Board members may participate and vote in legislative and administrative matters within the scope of their authority at Meetings conducted by Electronic Participation. In addition, Boards may participate and vote in quasi-judicial matters within the scope of their authority at Meetings conducted entirely in-person or entirely by Electronic Participation in accordance with this policy.

III. Policy

Any City board, commission, or committee may hold, and a member of a Board may participate, in a duly noticed Meeting of such body by Electronic Participation only in accordance with this policy.

A. Requirements for Conducting Meetings via Electronic Participation. The Board may conduct Meetings using Electronic Participation only if all of the following conditions are met:

1. The City Manager determines that meeting in-person is not practical or prudent due to public health orders and regulations, or lack of a quorum due to members in quarantine or isolation for COVID-19;
2. All members of the Board, at least one City staff member, and applicant and witnesses in quasi-judicial matters, can clearly communicate with one another by Electronic Participation and can hear or read all discussion, evidence, and testimony in a manner designed to allow notice and participation;
3. All votes are conducted by roll call;

4. The Meeting is electronically recorded and the recording posted on the City website, except for executive sessions;
5. When feasible, the Meeting is live streamed to the City website;
6. Draft minutes of the Meeting are made available for public inspection as soon as is feasible;
7. Members of the public can hear or read all discussion, presentations, evidence, testimony, and votes, unless not feasible as determined by the presiding officer of the Board;
8. The public receives at least twenty-four hours' notice of:
 - a. the time of the Meeting;
 - b. the fact that the Meeting will be conducted using Electronic Participation; and
 - c. the means by which the public may join the Meeting electronically.
9. The Board shall provide adequate opportunity for the public to participate in the Meeting that is commensurate with the similar opportunity that is routinely given during in-person Meetings. The public may submit written comments and materials to the staff liaison by the deadline indicated on the meeting agenda. Written comments and materials received by the deadline shall be distributed to the Board members prior to the Meeting and be made part of the record.
10. The Board may convene executive sessions in Meetings conducted by Electronic Participation if such sessions otherwise conform to the requirements of Colorado law. Board members using Electronic Participation to participate in an executive session shall ensure that the privacy and confidentiality of the executive session are maintained. No individual Board member using Electronic Participation for an executive session may permit any other person to hear, see, or otherwise have access to executive sessions or related materials. Except as required by the Colorado Open Meetings Law, no attendees of an executive session shall record executive session discussions.
11. The Board may discontinue the use of Electronic Participation by members or citizens during a Meeting where such connection or participation results in delays or interference in the meeting process. If connection of a Board member is lost, the staff liaison shall make at least two attempts to re-initiate the connection. If a quorum is no longer present, the Board shall adjourn the meeting. If technological difficulties impair the orderly processing of quasi-judicial matters, the Board may continue the matter to a date and time certain.

B. Arranging for Electronic Participation

1. The staff liaison or City Manager shall contact Board members at least twenty-four hours in advance of a Meeting to provide notice of a Meeting conducted under this policy.

2. Members of the public must contact the staff liaison by the deadline indicated on the meeting agenda in order to receive information on the means by which the public may join the Meeting electronically. Requests received after the deadline will not be permitted to join the Meeting electronically but can view the live stream and recording of the Meeting on the City website.
3. The staff liaison shall initiate the Electronic Participation a reasonable time before the scheduled time of the Meeting.

C. Quasi-Judicial Matters

1. Quasi-judicial public hearings must be held entirely in-person or entirely by Electronic Participation.
2. Except for any public hearing initiated by the City or based on an appeal of an action initiated by the City, each applicant must consent to holding a public hearing electronically. Such consent must be in writing and must be received by the staff liaison no later than thirteen business days prior to the Meeting in order for the public hearing to be held electronically. If such consent is not received the public hearing will not be scheduled.
3. All notices of the public hearing shall include a notification that the public hearing will be conducted electronically, that advance registration for public comment is required, and that information for participation will be provided on the meeting agenda.
4. The meeting agenda must clearly state: (1) that the public hearing will be conducted electronically; (2) that advance registration for public comment is required; (3) the method by which the public may participate; and (4) the deadline for registration and submittal of exhibits by members of the public.
5. An applicant's final submittal of all exhibits to be referenced during the public hearing must be received by the staff liaison no later than thirteen business days prior to the Meeting to ensure all materials are included in the Board packet. All exhibits are required to be clearly named and labeled.
6. The staff liaison shall send the Board packet to the Board members and to the applicant and shall require confirmation of receipt.
7. An applicant's final presentation must be received by the staff liaison no later than 9:00 a.m. the business day before the Meeting.
8. The applicant will appear by video with audio as directed by the staff liaison. The public hearing must be continued in the absence of both video and audio. The applicant should remain connected until the conclusion of the public hearing.
9. Members of the public must contact the staff liaison by the deadline indicated on the meeting agenda in order to receive information on the means by which the public may join the Meeting electronically. Requests received after the deadline will not be permitted to join the Meeting electronically but can view the live stream and recording of the Meeting on the City website.

10. Members of the public must submit any exhibits by the deadline indicated on the meeting agenda. The staff liaison will share exhibits during the appropriate testimony. Members of the public are not permitted to share their screen.
11. Members of the public must disconnect from the meeting platform once they have concluded their testimony. They are encouraged to watch the remainder of the Meeting on the City website.
12. A member of the public may only speak once during a public hearing.
13. The standard for public participation is substantial compliance. Technological errors preventing a particular member(s) of the public from participating in a public hearing shall not invalidate the hearing proceedings, unless the Board determines that such an error fails to comply with due process requirements under applicable law.
14. The City Manager may choose to continue any public hearing conducted under this policy to a date and time certain if the City Manager determines it is not possible or prudent to hold the public hearing by electronic means.
15. The Board may continue a public hearing to a date and time certain for reasons set forth in the Municipal Code, to provide additional public participation or obtain additional information, or upon request of the applicant.

D. Reasonable Accommodations.

1. The City shall provide reasonable accommodations and shall waive or modify provisions of this policy to provide equal access to Meetings.

City Council Communication

Date:
May 20, 2025

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 only)
- 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 CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH END REPORT FOR APRIL 2025

DATE: MAY 20, 2025

BUILDING PERMITS SUMMARY:

	April 2025	YTD 2025	YTD 2024	YTD % Change
Total Permits	74	295	269	10%
Total Revenue	\$405,613*	\$668,744	\$439,738	52%
New Home Permits	0	2	4	-50%
New Home Revenue	\$0	\$93,235	\$170,441	-45%
Remodel/Addition Permits	9	27	35	-23%
Remodel/Addition Revenue	\$337,909*	\$401,458	\$133,915	200%

*Reflects the issuance of the permit for the Glenmoor Country Club project

PLANNING AND ZONING COMMISSION (COMMISSION):

- The Commission did not meet in April due to nothing on the agenda.

BOARD OF ADJUSTMENT AND APPEALS:

- The Board of Adjustment and Appeals did not meet in April due to nothing on the agenda.

ATTACHMENTS:

Exhibit A: Planning Project Activity List

Exhibit B: Year-to-Date Permit Activity Graphs

Exhibit C: Permit Summary Table

APRIL 2025 LAND USE 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 to not 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 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.

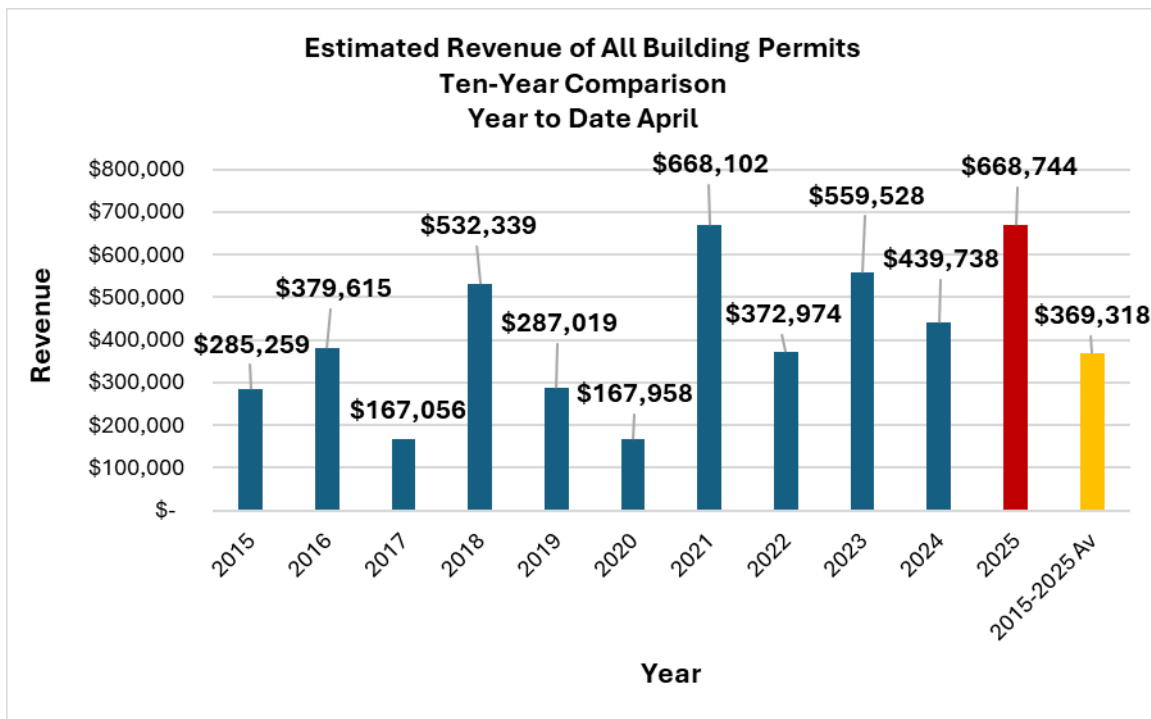
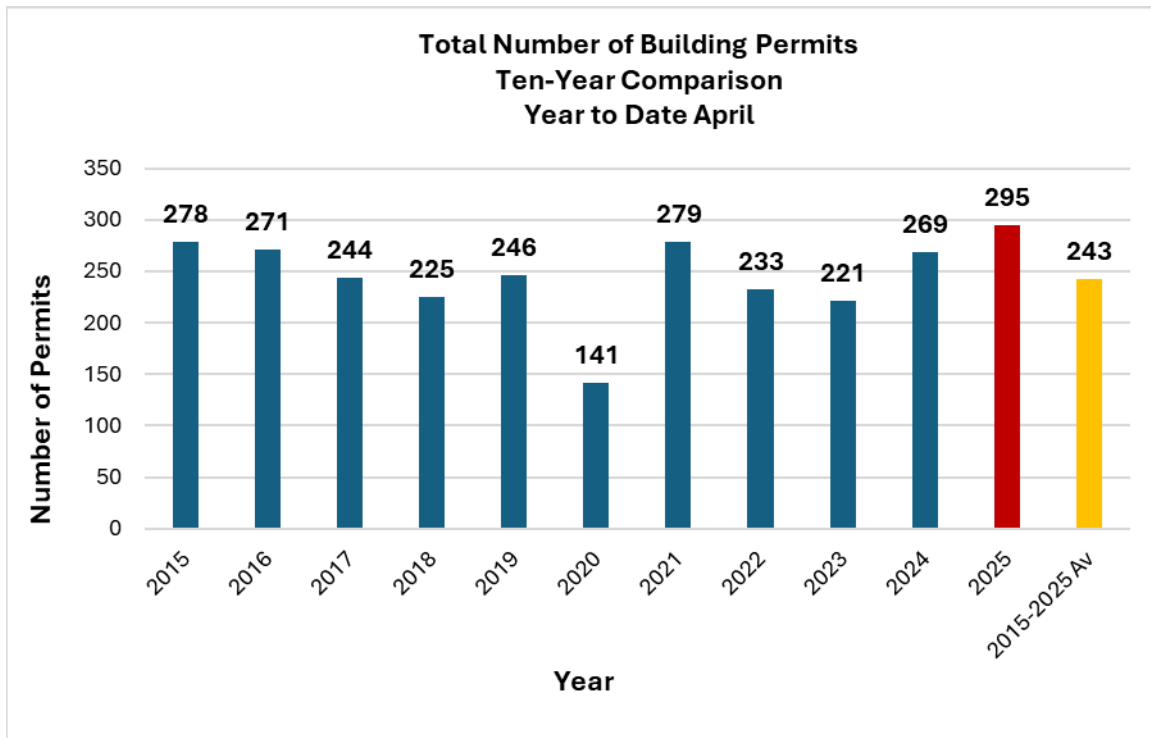
Location	Owner Name	File Date	Project Name	Project Type	Approved By	Description	Status	Planning and Zoning Commission Date	City Council Date	Board of Adjusemnt and Appeals Date
1 CHERRY HILLS PARK DR	MARSICO CHRISTOPHER J, MARISCO TAMMY C	17-Apr-24	MS-001-24_1 CHERRY HILLS FARM DR MINOR SUBDIVISION	Minor Subdivision	City Council	Split one R-1 lot into two R-1 lots.	Portal Submitted	TBD	TBD	NA
4000 E Quincy Ave	Kent-Denver Country Day School	25-Apr-24	SP-002-24 KENT DENVER LIGHTING	Site Plan/Site Plan Amendment	City Council	Kent Denver School is proposing a modification to our 2003 Expanded Use Agreement for Justin DeSorrento Memorial Field to allow temporary lighting for up to 3 nights per school year for five years. Lights would be turned on no earlier than 5 p.m. and turned off no later than 9:45 p.m. Dates would be established prior to the start of the school year based on our CHSAA-sanctioned sports schedules and shared with the community a minimum of 45 days in advance.	Pending, Waiting on 2nd Submittal.	TBD	TBD	NA
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
6300 GREENBRIAR DR	ANOUNA SAM ANOUNA PATRICIA A	15-Aug-24	MLA-001-24_6300 and 6350 Greenbriar Dr Minor Lot Line Adjustment	Lot Consolidation/Minor Lot Adjustment	Administrative	Minor lot line adjustment to more closely approximate historical land use	Pending. 2nd review cycle ends 5/16/25.	NA	NA	NA
10 STERLING AVE	ERNST MARK ERNST GINA	5-Sep-24	FPV-001-24_10 STERLING AVE	Floodplain Variance	City Council	Chanel stabilization and placement of fill for future single-family building pad.	Pending. Waiting on 3rd Submittal	TBD	TBD	NA
4650 S UNIVERSITY BLVD	C K J K CORPORATION	31-Dec-24	MLA-001-25 MINOR SUBDIVISION TO CREATE TWO LOTS	Minor Subdivision/Amended Plat	City Council	minor subdivision plat to create two (2) residential lots	Pending, Waiting on 2nd Submittal.	TBD	TBD	NA

4350 S FRANKLIN ST	MANIATIS KONSTANTINOS G FREESTONE KRISTIN A	10-Feb-25		Floodplain Variance	City Council		Portal Submitted	TBD	TBD	NA
4125 S UNIVERSITY BLVD	CHERRY HILLS COUNTRY CLUB	21-Mar-25	SPA-001-25_CHCC ACCESS ROAD RELOCATION	Site Plan/Site Plan Amendment	City Council	The project aims to relocate the existing emergency and maintenance access at Cherry Hills Country Club off Chery Hills Drive.	Pending. Waiting on 2nd Submittal	TBD	TBD	NA
1 Buell Mansion Parkway	Buell Mansion Owners Association Inc	26-Mar-25	SPA-002-25_BUELL MANSION EXTERIOR UPGRADES	Site Plan/Site Plan Amendment	City Council	This is a plant enhancement project. There will be new irrigation to the plants. There will be landscape maintenance around the playground area to enhance safety and accessibility. The grilling area will feature elements to make the space more useable and functional.	Pending. 1st review cycle ends 5/9/25.	TBD	TBD	NA
1717 E STANFORD AVE	1717 LLC	8-Apr-25	LNC-001-25_NONCONFORMING CERTIFICATE FOR A GUEST HOUSE	Legal Nonconforming Certificate	Administrative	Nonconforming Certificate for a legally nonconforming guest house.	Pending. 1st review cycle ends 5/9/25.	NA	NA	NA

10 Records

TOTAL PERMITS

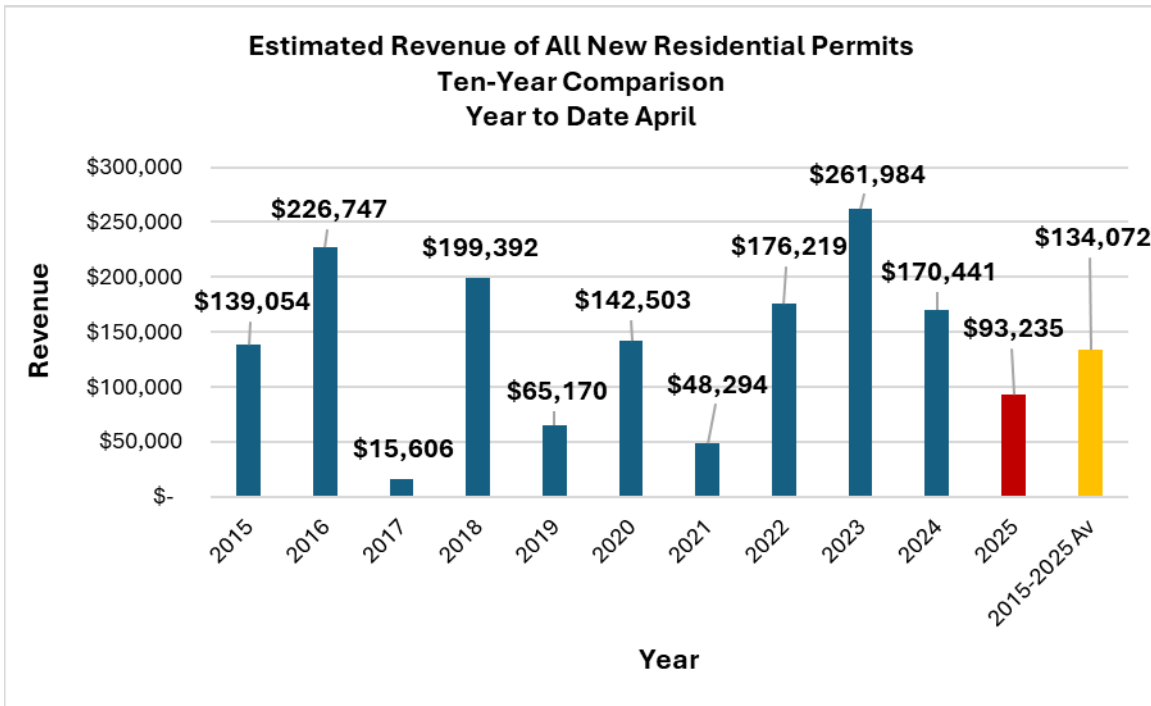
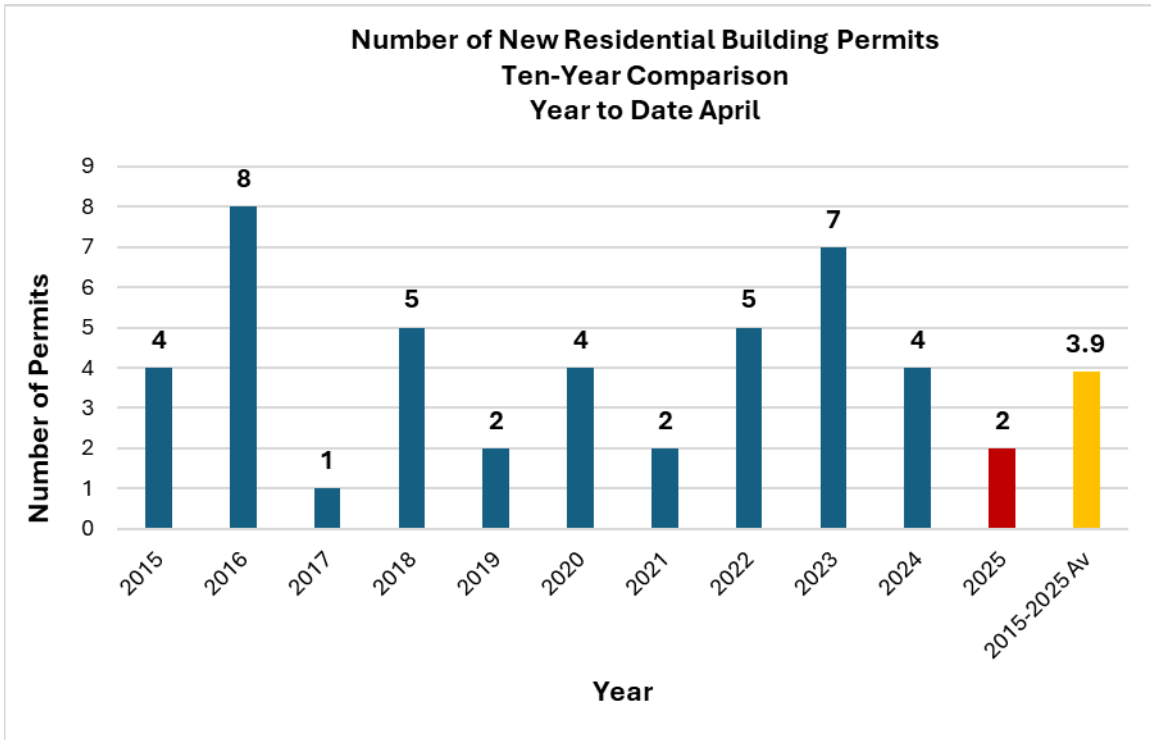
Year to Date through April
10 Year COMPARISON



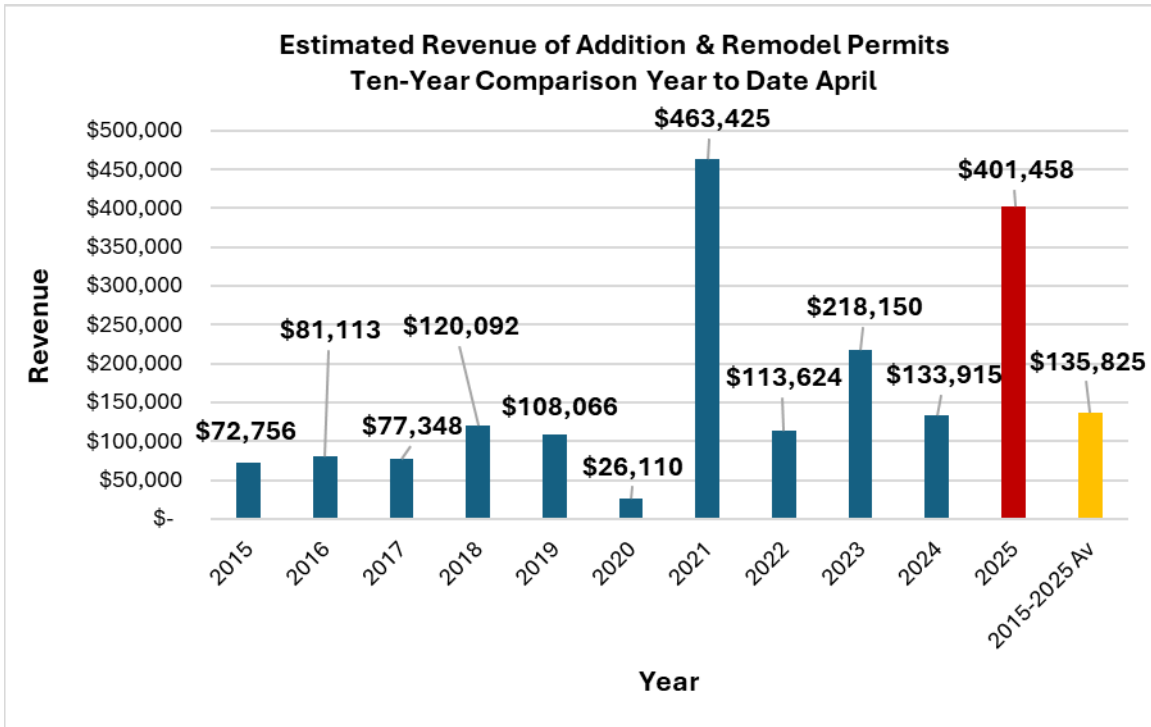
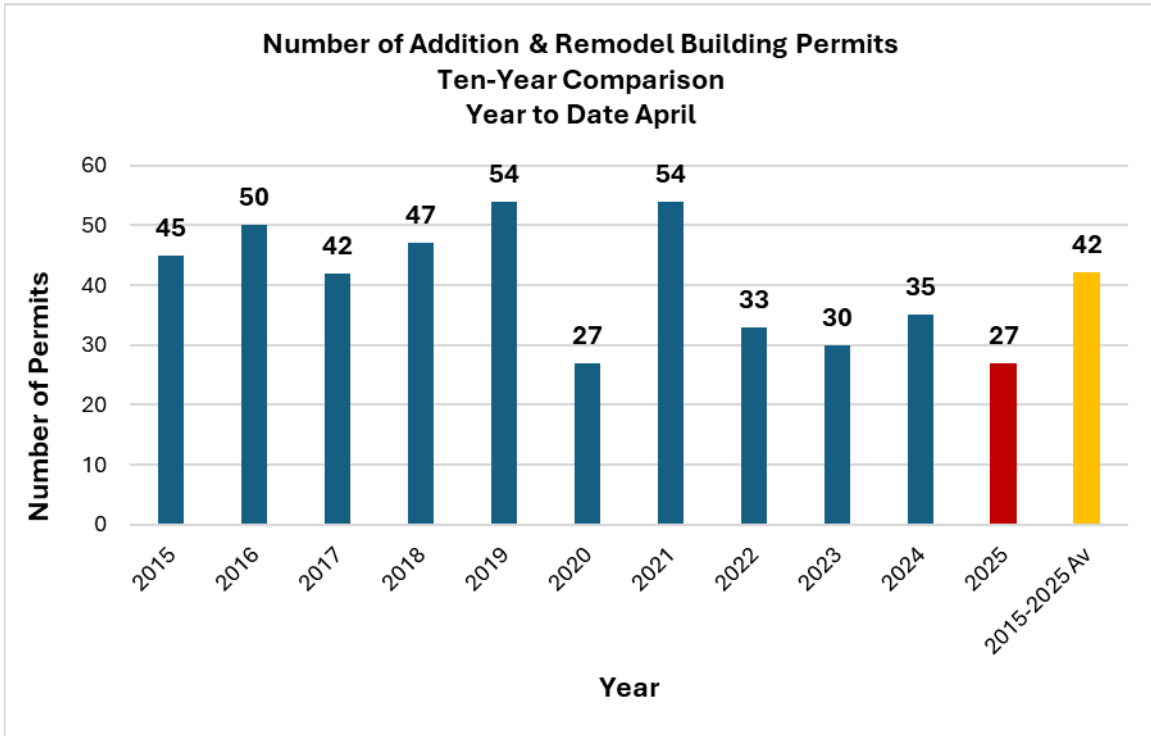
NEW RESIDENCES

Year to Date through April

10 YEAR COMPARISON



ADDITIONS & REMODELS
 Year to Date through April
 10 YEAR COMPARISON



CITY OF CHERRY HILLS VILLAGE
COLORADO

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

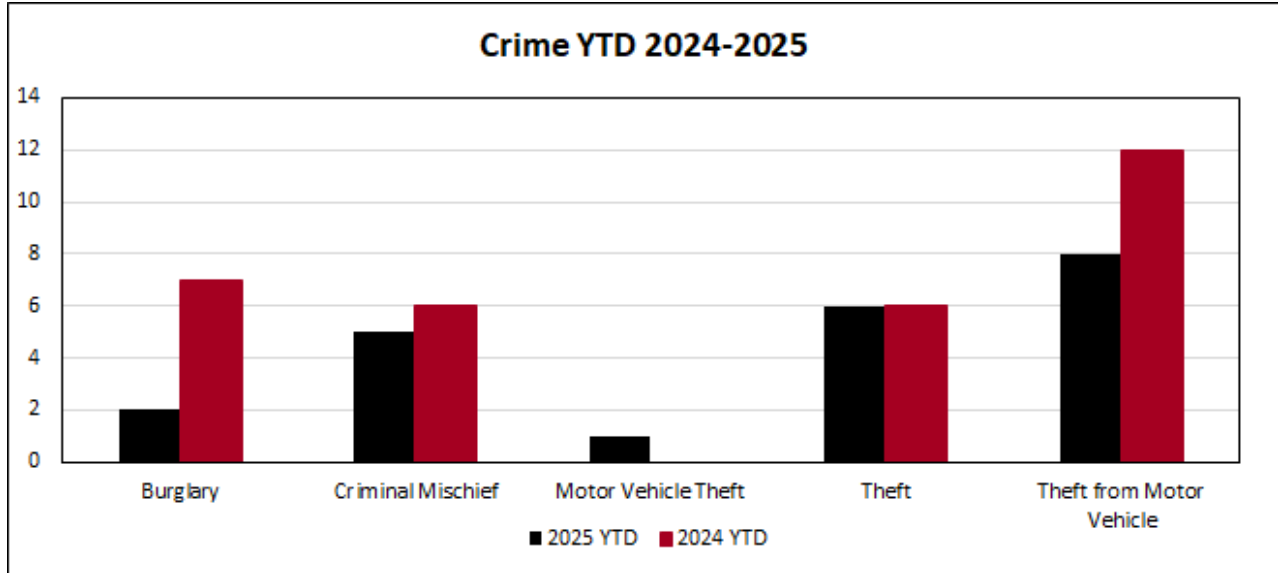
City Hall
Telephone 303-789-2541
FAX 303-761-9386

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 APRIL 2025
DATE: MAY 20, 2025

The April 2025 monthly report for the Police Department is attached.

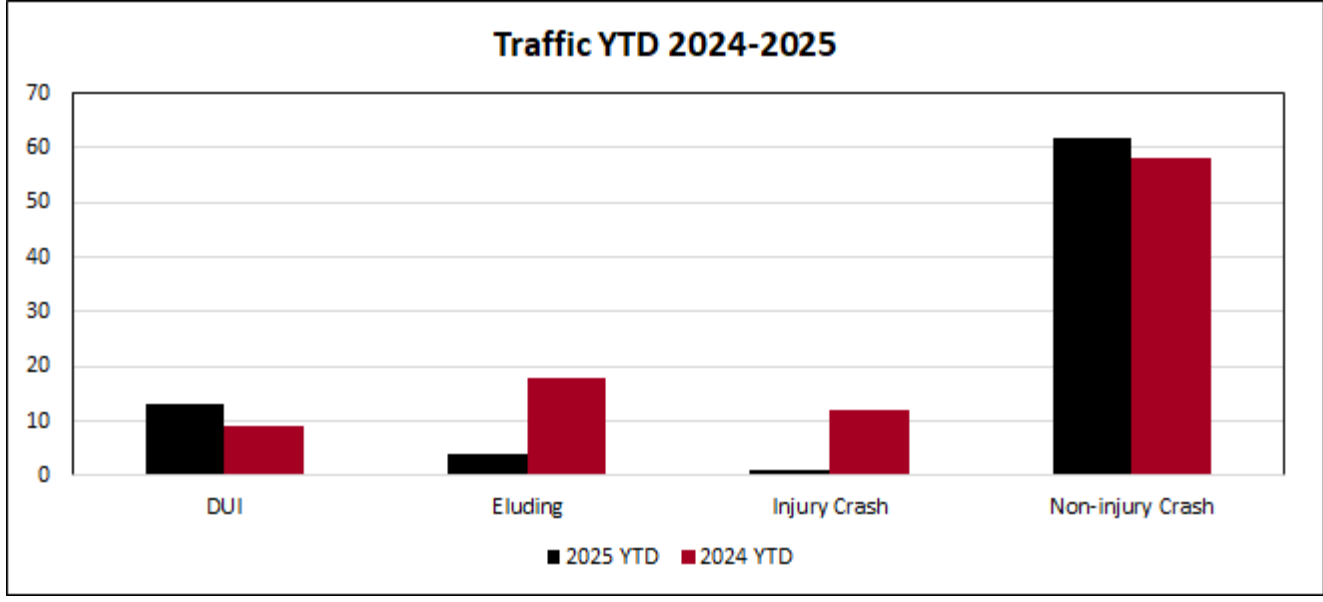


CRIME	APRIL	2025 YTD	2024 YTD	YTD % CHANGE
BURGLARY	1	2	7	-71.43%
CRIMINAL MISCHIEF	1	5	6	-16.67%
MOTOR VEHICLE THEFT	0	1	0	n/a
THEFT	0	6	6	0.00%
THEFT FROM MOTOR VEHICLE	3	8	12	-33.33%

Pill Patrol Success!

Who says crime prevention can't come with a feel-good twist? Our recent Drug Take-Back Day was a prescription for success—collecting a whopping 89 pounds of unused and expired medications from the community. Residents rolled up with bags and boxes of old pills, helping us keep dangerous drugs out of the wrong hands and out of the water supply. A big thanks to everyone who participated—you helped make our community safer, one pill bottle at a time!





TRAFFIC	APRIL	2025 YTD	2024 YTD	YTD % CHANGE
DUI ARRESTS	2	13	9	44.44%
ELUDING	0	4	18	-77.78%
INJURY CRASH	0	1	12	-91.67%
NON-INJURY CRASH	16	62	58	6.90%

Officer Matt Smith

Please join us in congratulating Officer Matt Smith on his new assignment to the Cherry Hills Village Police Traffic Safety Unit. As part of this team he will support efforts to enhance safety for pedestrians, drivers and passengers! We're confident that Officer Smith will further our department's goal to reduce the number of accidents by providing education and enforcement across Cherry Hills Village.



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 APRIL 2025
DATE: MAY 20, 2025

Streets Division

- **Asphalt Maintenance**
 - Emergency sinkhole repairs: 1.) E. Union Ave. 56 hours, 3 tons of debris removed and replaced with 3 tons of road base. 6 bags of cold mix for temporary protection and complete repair of patch with 1 tin of hot mix.
 - 2.) E. Tufts Ave. 43 hours, 6 tons of debris removed and replaced with 6 tons of road base.
 - Crew continues to search out potholes throughout winter season.
- **Crack Sealing**
 - Crack Sealed all of the roads that are receiving a chip seal this year for CIP. Downing, Cherry Ridge, Stanford Dr, E. Stanford Dr, S. Monroe St, S. Dahlia St, Carriage Ln. 302 hours, 276 bags of crack seal.
- **Storm Water Inspection**
 - Continuous city-wide storm water inspections have been performed.
 - Crew continues to clean drains throughout the month, 36 hours. 2.5 tons debris removed.
- **Sign Maintenance**
 - Fixing, replacing and adjusting signs done throughout the city, 33 hours.
- **Gravel Roads Maintenance**
 - Graded Lynn and Annex, 50 hours, 16 of the 50 were spent training new employees on Grader and Pneumatic roller operations.
- **Winter Snow Removal**
 - Maintained preparedness for spring storms and monitored the 3 separate events, no accumulation requiring a response.

- **Equipment**
 - Washing and greasing all heavy equipment, removing and servicing salt spreaders after winter use. Maintaining equipment throughout the month. 31 hours.
- **Building Maintenance**
 - Routine shop maintenance and cleaning shop.
- **Training**
 - Dominic, Daniel, Drew, and Conor attended the APWA Spring Asphalt Conference in Montrose Co. for 3 days. Training new employees on Backhoe and Skid steer operations, 8 hours. Drew and Conor took Certified Flagger training.
- **Tree Trimming**
 - Trimming trees and branches throughout the city.
- **Sweeping operation**
 - Swept Northeast corner of city and Downing before it was crack sealed. 20 hours. Training new employees on sweeper operations for 15.5 hours. 6 tons of sweepings, 400 gallons of water.
- **Loads to dump**
 - No loads to dump this month.
- **Work orders**
 - Work orders were carried out throughout April. Work orders: 11 hours.
 - Cleaned clogged culvert on Clarkson with Jetter. 150 gallons of water.

Parks Division

- **Hazard Inspection**
 - Parks and Public Works supervisors inspected parks, asphalt trails, right of ways, and bridges for potential hazards and regular maintenance needs.
- **Projects**
 - Pressure washed and re-stained the John Meade Park shelter and the fence surrounding the utility boxes.
 - Over the course of two days, Parks transported 60 tons of trash and debris from the Public Works Facility trash bin to Denver Arapahoe Disposal (DAD) Landfill.
 - Parks Division and the residents of Cherry Hills Village participated in the Trees Across Colorado program again, which provided residents with 35 trees to be planted at their homes.
- **Tree Care**
 - Over the course of six days, Parks division planted 49 trees (16 Trees Across Colorado trees) in open space parks and entry features to replace dead or removed trees.

- **Flower Bed Maintenance**
 - Parks staff continued pre-season maintenance of flower beds by adding 38 yards of new mulch around the Village Center.
 - Parks Horticulturalist spent two weeks replacing dead plants and adding new plants to flower beds.
- **Quincy Farm Care**
 - Spent one full day replacing broken or deteriorating fence posts and rails around the perimeter of the Quincy Farm pastures on the West side of the property.
 - 5 posts replaced
 - 17 rails replaced
 - Spent one full day cleaning and preparing East Quincy Farm for the Earth Day event.
- **ROW Upkeep**
 - Parks crew spent one full day picking up trash along right of ways.
 - Spent one full day sweeping hard surface trails along Quincy, Colorado, Holly, Clarkson, Hampden, University, and Belleview.
 - Parks crew spent one full day straightening bollards along the right of ways and around open space parks.
 - Spent one full day mowing and weed whacking along right of ways.
- **Parks & Trails Improvements**
 - Fixed a broken water line running to the water fountain at the Quincy and Holly Denver Water parcel.
- **Equipment**
 - Parks crew took truck 45 to the body shop to have work done on a door panel.
 - Replaced batteries in two trucks and installed cutoff switches to those same trucks.
 - Parks crew updated their maintenance/DOT inspection board to determine which trucks were due for service.
 - Took 3 trucks and 4 trailers to Englewood Service Center for service and DOT inspections.
- **Training/Education**
 - Safety Officer began revamping the safety program.
 - Parks maintenance worker began studying for their Pesticide Applicators License.
 - Parks maintenance worker began studying for their CDL permit.
 - Parks Division attended the Spring CPRA conference in Greeley, learning valuable new ideas pertaining to improving maintenance and design procedures.

ATTACHMENTS

April 2025 Streets Activity Log

April 2025 Parks Activity Log

April 2025 Right of Way Log

April 2025 Code Enforcement in Rights of Way Log

APRIL 2025 STREETS LOG

	Week 14	Week 15	Week 16	Week 17	Week 18	TOTALS
ad - Administrative Office Work	0	0	0	2	0	2
as - Asphalt patching operations	26	30	0	0	38	94
bm - Building Maintenance	0	0	0	0	0	0
cn - Concrete repairs	0	0	0	0	0	0
cp - Overseeing contractor operations	0	0	0	0	0	0
cr - Sealing Operation	0	115	0	110	77	302
dr - Drainage Work	16	20	0	0	0	36
em - Equipment Maintenance	6	5	0	0	0	11
gm - General Maintenance	0	0	0	0	0	0
gr - Grounds Maintenance	50	0	0	0	0	50
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	2	2	0	0	0	4
oc - On Call	0	0	0	0	0	0
pm - Preventative Maintenance	0	0	0	0	0	0
po - Purchasing materials	8	0	3	6	0	17
pt - Painting Street	0	0	0	0	0	0
sg - Sign Work	12	0	6	0	0	18
sh - Shouldering Work	0	0	0	6	0	6
shp - Shop Maintenance	6	0	0	0	0	6
sn - Snow removal operations	0	0	0	0	0	0
sp - Specal Event	0	0	0	0	0	0
sw - Sweeper operations & cleanup	0	0	17	0	3	20
tp - Thermo Plastic	0	0	0	0	0	0
tr - Training	8	10	148	0	0	166
tr-pl - Plow Training	0	0	0	0	0	0
tr-sw - Sweeper Training	0	9.5	6	0	0	15.5
tr-sa - Safety Training	0	0	0	0	0	0
tr-he - Heavy Equipment Training	20	0	0	3	0	23
wo - Work Order	0	8	0	3	0	11
tt - Tree Trimming	0	0	0	0	0	0
pto - Paid time off	0	0.5	0	30	2	32.5
Hol - Holiday	0	0	0	0	0	0
TOTALS	160	200	180	160	120	820

MATERIALS

as- Asphalt	tons	0	1	0	0	1
rb - Road base	tons	0	0	0	1	1
cm - Cold Mix	bags	0	0	0	0	0
cn - Concrete (Demo)	tons	0	0	0	0	0
cn - Concrete (Laid)	yards	0	0	0	83	159
cr - Crack Seal	bags	0	116	0	0	116
ts - Topsoil	yards	0	0	0	0	0
tb - Tree Branches	loads	0	0	0	0	0
ss - Salt/Sand	tons	0	0	0	0	0
ik - Ice Kicker	tons	0	0	0	0	0
is - Ice Slicer	tons	0	0	0	0.5	0.5
ms - Misc.	loads	0	0	0	0	0
sw - Sweepings	tons	0	0	0	0	0
tp - Thermo Plastic	boxes	0	0	0	0	0
Rock/Ditch Dirt	tons	0	0	0	0	0
Water	gal	0	150	0	0	150
Mag Chloride	gal	0	0	0	0	0
Dump	tons	0	2.5	0	0	2.5

APRIL 2025 PARKS LOG

	Week 14	Week 15	Week 16	Week 17		TOTALS
ad - Administrative Office Work	17	0	6.5	3		26.5
bm - Building Maintenance	0	0	0	0		0
cn - Concrete	0	0	0	0		0
cp - Overseeing contractor project	0	0	0	0		0
cr - Crackseal trails	0	0	0	20		20
fn - Fence repair/installation	8	32	0	0		40
ft - Fertilizing Trees	0	0	0	0		0
gm - Gen. Maint to trails, parks, ROW	70	112	0	48		230
gps - GPS and Mapping	0	0	0	0		0
hlc - Work done on High Line Canal	8	0	0	0		8
hl-d - Loads to dump	20	0	0	0		20
hl-po - Materials to shop	0	0	0	0		0
hl-r - Loads to recycle shop	0	0	0	0		0
hl-s - Loads to shop	0	0	0	0		0
ir - Irrigation repair/install/maint.	0	14	0	0		14
ln - Landscape Repairs	0	0	0	0		0
Misc - Miscellaneous	25	29	45	42		141
mw-p - Mowing Parks	0	2	0	0		2
mw-e - Mowing/maint. In entry features	0	0	0	42		42
mw-r - Mowing rights of ways	0	0	0	0		0
mw-t - Mowing Trails	0	0	0	0		0
pl - Planting	0	0	0	20		20
pm - Preventative maint/equip repair	0	0	0	0		0
po - Purchase materials	0	7	0	0		7
QF - Work done at Quincy Farm	20	6	0	48		74
se - Special Events	0	0	0	0		0
sg - Sign repair	0	0	0	0		0
shp - Shop Work	41	28	0	36		105
sn - Snow removal operations	0	0	0	0		0
spw - Spray Weeds	0	10	0	0		10
sw-t - Sweeping trails	10	0	0	10		20
tr - Training/Conference/safety	20	64	4	2		90
ts - Trash pickup both cans and loose	54	6	5	6		71
tt - Tree pruning/maintenance	14	0	247	42		303
wa - Watering	0	0	0	0		0
wd-m - Weed cutting mains	0	0	0	0		0
wd-p - Weed cutting parks	0	0	0	0		0
wd-r - Weed cutting rights of ways	0	0	0	0		0
wd-t - Weed cutting trails	0	0	0	0		0
pto - Paid Time Off	13	10	13	1		37
hol - Holiday Pay	0	0	0	0		0
to-c - Time off comp	0	0	0	0	0	0
to-w - Time off for workers comp	0	0	0	0	0	0
TOTAL HOURS	320	320	320.5	320	0	1280.5
MATERIALS						
is - Ice slicer- tons	0	0	0	0		0
mu - Mulch- yards	38	38	0	0		76
ts - Top soil- yards	0	0	0	0		0
sr-r - Split rail - Rails	17	17	0	0		34
sr-p - Split rail - Posts	5	5	0	0		10
tb - Tree branches- truckloads	0	0	0	0		0
Sod	0	0	0	0		0
ms - Misc materials	0	0	0	0		0
rb - Road Base- tons	0	0	0	0		0
Bollards	0	0	0	0		0
Rock	0	0	0	0		0
Construction Materials	0	0	0	0		0
Clippings	0	0	0	0		0
Trash	60	60	0	0		120
Planters Mix	0	0	0	0		0

2025 RIGHT-OF-WAY PERMITS MONTHLY REPORT

Jan-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
8		2	4	3	1		18

Feb-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
6		1	4				11

Mar-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
3	2	6	4	1	1		17

Apr-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
12		7	11	1			31

May-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Jun-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Jul-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Aug-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Sep-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Oct-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Nov-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Dec-25							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

2025 YEAR END TOTALS							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
29	2	16	23	5	2	0	77

Cherry Hills Village Right of Way Activity Log**April-25**

Location	Notes
E Quincy Ave.	Sign is ROW-removed
Colorado Blvd,	Parking
Carriage Lane	Site parking-moved
Sunset Dr	Tree work in ROW- warning issued-moved
South Lane	Tree trimmers in ROW- warning issued-moved
S Cherry St.	Cones in roadway- moved
South Lane	Site parking-moved
Tamarac Lane	Site parking-moved
Nassau Cr East	Dumpster in ROW-moved
S. Vine Wy	Landscape rock in roadway-removed
El Camino	Equipment in ROW-moved
S. Lafayette St	Roll off-moved
Covington Dr.	Tree company-moved

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(ii)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: CHRIS CRAMER, CITY MANAGER

SUBJECT: STAFF APPROVED CONTRACTS MONTHLY REPORT PER CITY PURCHASING POLICY – APRIL 2025

DATE: MAY 20, 2025

ISSUE

How many City contracts, agreements, or purchase orders were signed by authorized staff during the month of April 2025 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?	Department
Weed Wranglers	Weed Control Services in City Parks	April 2, 2025 through November 1, 2025	\$30,000	Yes	Parks
Corvus Environmental Consulting	John Meade Park 2025 Mitigation Monitoring and Reporting	April 29, 2025 through December 31, 2025	\$7,000	Yes	Parks

ATTACHMENTS

Exhibit A: Staff Approved Contracts – April 2025

**City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: Weed Control Services in City Parks

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 C. R. Dotterer, Inc., doing business as Weed Wranglers, a Colorado corporation with a principal office address of 6320 Beach St, Denver, CO 80221 and local offices at 7070 W. 117th Ave, Unit D, Broomfield, CO 80020 (“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 November 1, 2025 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 Clint Dotterer, 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 THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) ("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 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 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	Weed Wranglers Attn: Clint Dotterer 7070 W. 117th Ave, Unit D Broomfield, CO 80020
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<p>With Copy to: Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111</p>	<p>With Copy to:</p>
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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: Jay Goldie

Printed Name: Jay Goldie

Title: Deputy City Manager

Date of execution: 04-02-2025

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM (excluding exhibits):

Kathie Guckenberger
Kathie Guckenberger, City Attorney

EXHIBIT A

SCOPE OF SERVICES

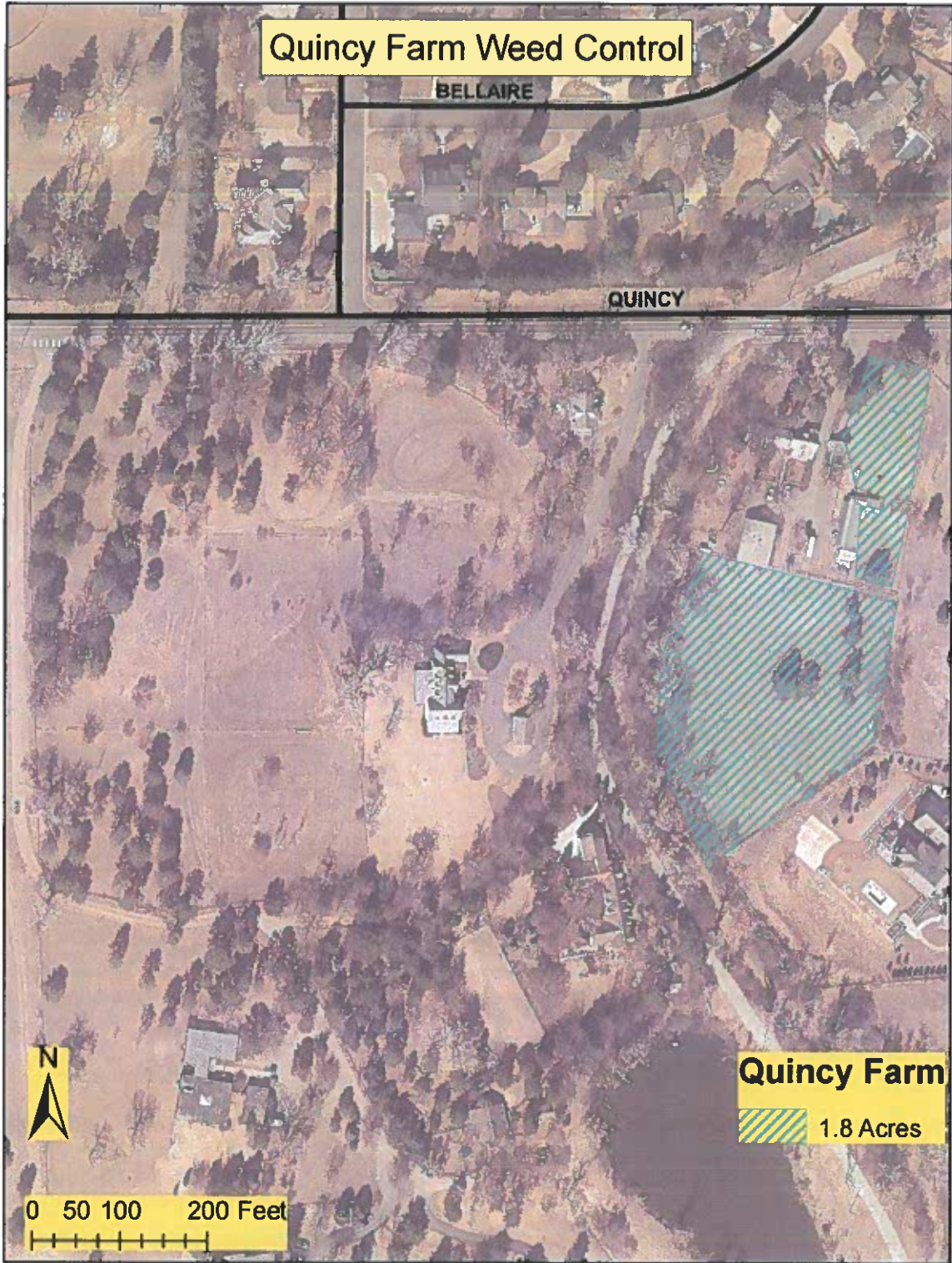
Contractor will survey and treat noxious weeds and nuisance weeds in the native vegetation areas of each private property as shown in the maps that are included within this **Exhibit A**.

Herbicides will be selected that will provide the most effective weed control with the smallest environmental impact. This selection will be based on weed species present, field conditions, weather conditions, and timing. Product selection is critically important for effective management of difficult to control weeds.

Contractor will provide information that can be shared with the public to explain the weed management process and answer questions about environmental, human and animal safety.

Application timing will be coordinated with City personnel. Due to the requirements of working with dynamic wind and weather conditions, application windows might be adjusted. Application technicians will post flags at the time of treatment to communicate areas treated and products used. Application records will be available within 24 hours of each treatment.





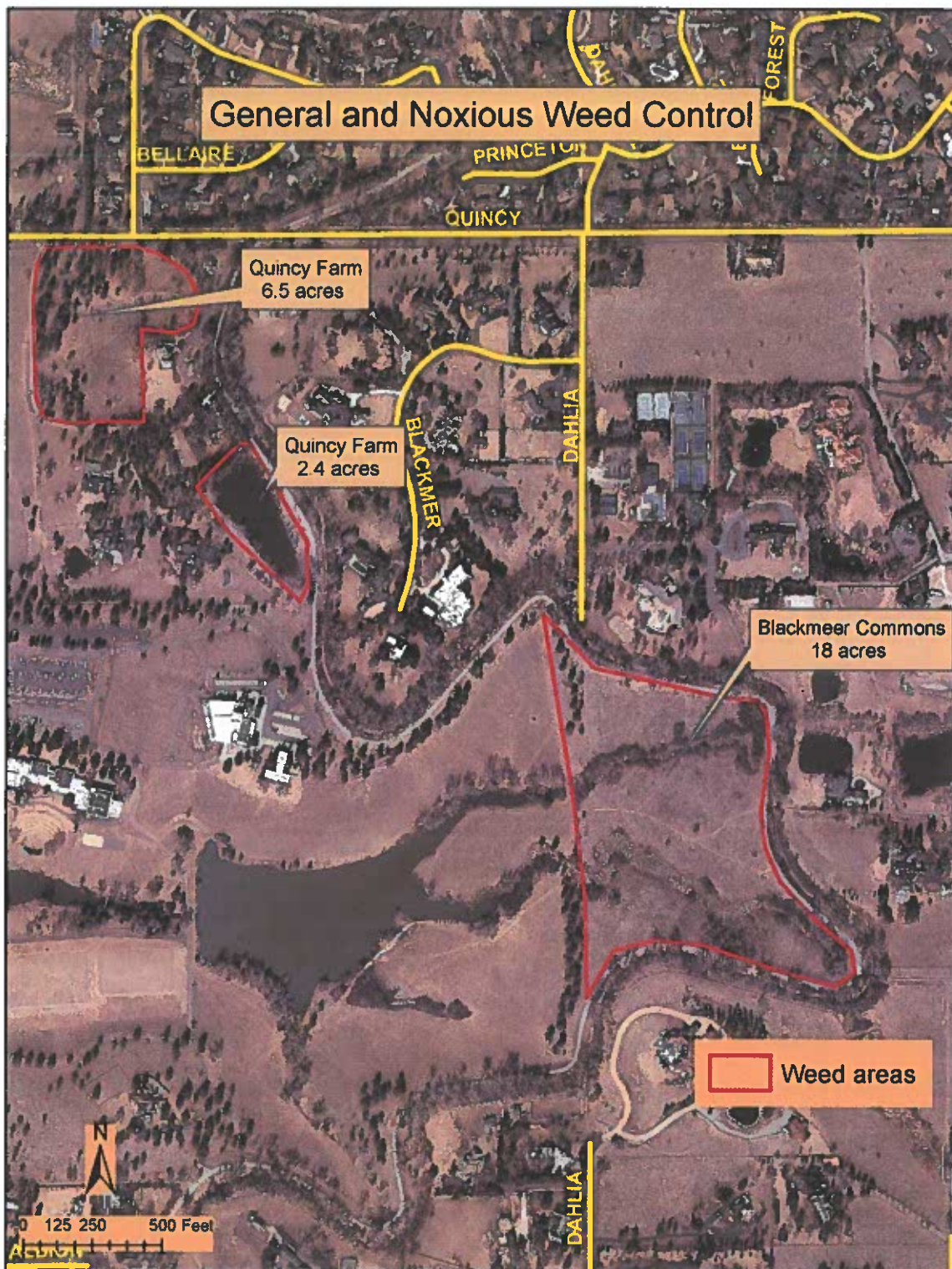


EXHIBIT B
COMPENSATION

Noxious and Nuisance Broadleaf Weed Control		
Targeted broadcast or spot treatment as appropriate		
Herbicides selected based on timing, weeds present, desirable plant status		
Property (maps attached)	Acres	Cost per treatment
John Meade Park/Alan Hutto	2.3	\$720.00
Quincy Farm 1 (East)	1.8	\$720.00
Quincy Farm 2 (West and South)	8.9	\$3,200.00
Blackmeer Commons	18	\$3,415.00
John Meade Park/Greenwood Gulch	2.13	\$1,650.00

Other Services	Pricing	Notes
Pre-emergent cheatgrass treatment	\$250 per treated acre	For use where native plants are established

Pricing includes all required labor, equipment, and materials. There is a \$720 per visit minimum

City of Cherry Hills Village, Colorado
SERVICES AGREEMENT

Service: John Meade Park 2025 Mitigation Monitoring and Reporting

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 Corvus Environmental Consulting, LLC, a Colorado limited liability company, whose address is 6419 S Marion Pl, Centennial, CO 80121 (“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. The City requires site monitoring services and a mitigation report (“Services”) for the wetland area within John Meade Park, located at 120 Meade Lane, Cherry Hills Village, Colorado 80113 (“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 December 31, 2025. 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 **Seven Thousand Dollars and No Cents (\$7,000.00)** (“Contractor Fee”) 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 on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**, incorporated herein by this reference.

B. Method of Payment. Contractor may invoice the City no more often than every thirty (30) days 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-

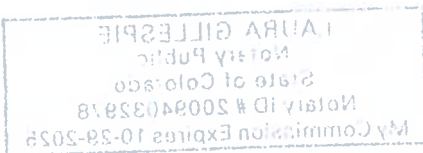
73-101, *et seq.*, relating to third-party services providers.

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: Corvus Environmental Consulting, LLC

By: Jay Goldie

By: Tim Demasters

Printed Name: Jay Goldie

Printed Name: Tim Demasters

Title: Deputy City Manager

Title: Principal + member

Date of execution: 4/29/2025

Date of execution: 4/29/25

ATTEST:

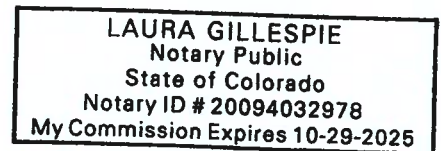
Laura Gillespie
Laura Gillespie, City Clerk

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing Services Agreement was acknowledged before me this 29th day of April,
2025, by Timothy Demasters as Principal + member of Corvus Environmental
a Colorado LLC Consulting LLC.

Witness my hand and official seal.

My commission expires: 10/29/25.



Laura Gillespie
Notary Public

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

EXHIBIT A
SCOPE OF WORK

Contractor shall perform the following tasks:

Task 1. Review Project Permit and Monitoring Requirements.

Contractor will review the revised grading plan, planting plan, and the previous 404 authorization including compensatory mitigation areas, success criteria, and annual monitoring report requirements prior to visiting the site.

Task 2. Spring Wetland Monitoring (and site summary report)

The Contractor will complete an evaluation of the project area after construction and revegetation activities have been completed. This evaluation is expected to occur between May and early July and will focus on noxious weed populations, adequate hydrology influence on vegetation, and general site success as measured by the performance standards and success criteria outlined in the Special Conditions of the 404 Permit. Contractor will assess the wetland communities based on vegetation and will note any conditions requiring remedial activities such as weed infestation, failing vegetation establishment, inadequate hydrology, and bare areas.

Contractor will prepare a summary of findings and recommended remedial activities via email (if needed) such as weed management, reseeding, or replanting based on this site visit.

Task 3. Summer/Fall Wetland Monitoring

Contractor will evaluate the project area once during the summer (July-August) and once during the fall (September-October). The summer site visit will include a check-in on wetland hydrology, with a focus on the remedial depression areas, and a survey for the presence of List A noxious weed species, hairy willowherb, which has been historically present on the site. The fall site visit will be conducted at the end of the 2025 growing season when the vegetation is likely to represent the maximum vegetation cover. The fall site visit will include wetland community mapping based on vegetation using a submeter-accurate GPS unit. This community mapping will be used to evaluate site success as measured by the performance standards and success criteria outlined in the Special Conditions of the 404 Permit. Contractor will also note any conditions requiring remedial activities to prioritize the following year if needed.

Task 4. Annual Monitoring Report

Based on the site evaluation findings, Contractor will prepare a draft annual monitoring report for the City to review. The report will follow current USACE Denver Regulatory Office monitoring report preparation guidelines. Once the City comments have been incorporated, Contractor will submit the report to the USACE for review before the deadline on December 31, 2025.

Task 5. Project Management and Administrative

This task includes general coordination with the City and time spent by Contractor on quality control, the project set-up, and managing the project budget, schedule, and billing.

Deliverables

The following deliverables will be completed for these projects:

- Informal notification (email) of monitoring observations which may include any recommended remedial activities per monitoring site visit.
- Draft and final annual wetland monitoring report.

Assumptions.

The following assumptions have been made for this statement of work:

- The extent of the wetland mitigation areas will be based on the extent of wetland vegetation.
- The site will not meet the performance standards this year as it is still within the 2-year remedial action timeframe from 2024, and 404 permit close-out will not be requested.
- Unless otherwise requested by the City, all Contractor deliverables will be provided in digital formats such as Portable Document Format (PDF), Microsoft Word, or another suitable format.

**EXHIBIT B
COMPENSATION**

Contractor shall be compensated on an hourly basis, based on the schedule below. Expenses will be billed directly, with estimated costs itemized below. Subconsultants and other direct expenses are billed at cost.

Project Totals

Task	Estimate	Previous	Grand Total
1 - Review Project Permit and Monitoring Requirements	\$580.00	\$0.00	\$580.00
2 - Spring Wetland Monitoring (and site summary report)	\$1,160.00	\$0.00	\$1,160.00
3 - Summer/Fall Wetland Monitoring - Official Visit	\$2,030.00	\$0.00	\$2,030.00
4 - Draft and Final Annual Monitoring Report	\$1,740.00	\$0.00	\$1,740.00
5 - Project Management and Administrative	\$917.00	\$0.00	\$917.00
Labor Subtotal	\$6,427.00	\$0.00	\$6,427.00
Direct Expenses	\$405.00	\$0.00	\$405.00
Total	\$6,832.00	\$0.00	\$6,832.00

Task Details

1 - Review Project Permit and Monitoring Requirements (T&M)

Staff	Hours	Rate	Value
Madeline Shields - Lead Biologist / Project Manager	4	\$145.00	\$580.00
	4		\$580.00

2 - Spring Wetland Monitoring (and site summary report) (T&M)

Staff	Hours	Rate	Value
Madeline Shields - Lead Biologist / Project Manager	8	\$145.00	\$1,160.00
	8		\$1,160.00

3 - Summer/Fall Wetland Monitoring - Official Visit (T&M)

Staff	Hours	Rate	Value
Madeline Shields - Lead Biologist / Project Manager	14	\$145.00	\$2,030.00
	14		\$2,030.00

4 - Draft and Final Annual Monitoring Report (T&M)

Staff	Hours	Rate	Value
Madeline Shields - Lead Biologist / Project Manager	12	\$145.00	\$1,740.00
	12		\$1,740.00

5 - Project Management and Administrative (T&M)

Staff	Hours	Rate	Value
Kelly Anolin - Project Administrator	2	\$96.00	\$192.00
Madeline Shields - Lead Biologist / Project Manager	5	\$145.00	\$725.00
	7		\$917.00

Direct Expenses Details

Direct Expense	Quantity	Price	Total
Mileage	150	\$0.70	\$105.00
Sub-meter GPS Unit	2	\$150.00	\$300.00
	Subtotal		\$405.00

Labor Total	\$6,427.00
Direct Expenses Total	\$405.00
Total Estimate	\$6,832.00
Previous Contract Amount	\$0.00
Grand Total Budget	\$6,832.00