

CHERRY HILLS VILLAGE
COLORADO

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

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

City Council Agenda
Tuesday, May 19, 2026

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

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

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

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

5:30 PM Regular Meeting

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice regarding a possible Charter amendment regarding land use regulation
5. Audience Participation Period (limit 5 minutes per speaker)
6. Reports from Members of City Boards and Commissions
7. Consent Agenda
 - a. Approval of May 5, 2026 Minutes
 - b. Resolution 14, Series 2026; Approving an Intergovernmental Agreement with Arapahoe County Regarding Shared Use of Arapahoe County's Radio Communications Network System and Consolidated Communications Network of Colorado
 - c. Resolution 15, Series 2026; Approving a Memorandum of Understanding with the City of Glendale for Off-Duty Contracted Police Services
8. Items Removed from Consent Agenda
9. Unfinished Business
 - a. Council Bill 4, Series 2026; Amending Section 16-6-120 of the Municipal Code to Allow Existing Legally Nonconforming Fences Adjacent to State Highways to be Replaced as Long as the Replacement Fence Does Not Exceed the Existing Fence's Height or Opacity or Reduce the Setback of the Existing Fence for a Period of Three Years (*second and final reading*)

Agenda Continues on Second Page

Notice: Agenda is subject to change.

If you will need special assistance in order to attend any of the City's public meetings, please notify the City of Cherry Hills Village at 303-783-2732, 72 hours in advance.

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10. New Business
 - a. Agreement for Professional Services with SAFEbuilt for Planning Support Services
 - b. Council Bill 5, Series 2026; Amending the 2026 Budget by Approving a Supplemental Appropriation in the General Fund for Additional Professional Services Funding to be Used for Community Development Planning Support Services (*first reading*)
 - c. Council Bill 6, Series 2026; Amending Article V of Chapter 18 of the Municipal Code by Adding a New Section 18-5-30 Prohibiting the Use of Graywater and the Installation of Graywater Treatment Works (*first reading*)
 - d. Resolution 16, Series 2026; Amending the Fee Schedule
 - e. Resolution 17, Series 2026; Reappointing Members to the Board of Adjustment and Appeals
 - f. Resolution 18, Series 2026; Appointing a New Member to the Planning and Zoning Commission
 - g. Resolution 19, Series 2026; Appointing a New Member to the Parks, Trails and Recreation Commission
 - h. Resolution 20, Series 2026; Reappointing a Member and Appointing New Members to the Cherry Hills Village Art Commission
11. Reports
 - a. Mayor
 - b. Members of City Council
 - c. City Manager, City Staff, City Attorney
 - i. Department Monthly Reports
 - ii. Financial Monthly Report
 - iii. Staff Approved Contracts Monthly Report
12. Adjournment

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ITEM: 4

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: CHRIS CRAMER, CITY MANAGER

SUBJECT: EXECUTIVE SESSION REGARDING POSSIBLE CHARTER AMENDMENT
REARDING LAND USE REGULATION

DATE: MAY 19, 2026

ISSUE:

City Council will discuss this item in Executive Session.

RECOMMENDED MOTION:

“I move to enter in Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice regarding a possible Charter amendment regarding land use regulation.”

EXHIBIT(S):

None

Minutes of the City Council of the City of Cherry Hills Village, Colorado
held on Tuesday, May 5, 2026, at 6:30 PM
at City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113

STUDY SESSION

Council held a study session at 5:30 PM.

CALL TO ORDER

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

ROLL CALL OF MEMBERS

Mayor Katy Brown, Mayor Pro Tem Earl Hoellen, Councilors Doug Robinson, Dave Heller, Susan Maguire, Karen Fisher, and Robert Eber were present on roll call. Also present were City Manager Chris Cramer, Assistant City Attorney Christine Fitch, Deputy City Manager/Public Works Director Jay Goldie, Community Development Director Paul Workman, Finance Director Kelly Newman, Police Chief Jason Lyons, Parks Project and Operations Manager Emily Black, Communications and Outreach Coordinator Denise White, and City Clerk Laura Gillespie.

Absent: None.

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

Laura Christman, CHV resident and Cherry Hills Land Preserve Board Chair, reported the Earth Day event at Quincy Farm went very well.

REPORTS FROM MEMBERS OF CITY BOARDS AND COMMISSIONS

None.

CONSENT AGENDA

Councilor Maguire removed Item 6a.

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

6b. Resolution 13, Series 2026; Amending the City Policy Regarding Criminal History Record Information (CHRI) for Noncriminal Justice Purposes Related to Liquor Licensing

6c. Construction Contract with Brannan Sand and Gravel Company LLC for the 2026 Asphalt Mill and Overlay CIP Program

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

Councilor Maguire noted she was absent from the April 7, 2026 meeting. Clerk Gillespie reminded Council that per the Charter they could not abstain from voting on any item unless they had a conflict of interest.

Mayor Pro Tem Hoellen moved, seconded by Councilor Robinson, to approve the April 7, 2026 Minutes.

The motion passed unanimously.

UNFINISHED BUSINESS

Public Hearing: Resolution 6, Series 2026; Approving a Minor Subdivision to Create Two Lots from One Lot at 1 Cherry Hills Park Drive (continued from March 17, 2026)

Mayor Brown explained that Council was continuing the public hearing for Resolution 6, Series 2026, which had been continued from February 17, 2026 and March 17, 2026.

Director Workman provided a detailed staff presentation. He opened by clarifying that because the hearing had been continued to dates certain, no additional public notification had been required beyond what was provided at the original hearing date. The subject property is located just east of University Boulevard and north of Cherry Hills Park Drive, currently zoned R-1, and will remain R-1 following the subdivision. The subject property was originally subdivided in 1997 as part of a 26-lot development. Lots 2 and 3 were consolidated in 1998 and were re-subdivided in 2006. Later that year Lots 1 and 2 were consolidated. The current application seeks to re-establish the shared property line, returning the property to two separate and individual lots in substantially the same configuration as existed in 1997, with some modifications to account for existing site conditions.

Director Workman explained the proposed plat in detail, noting the inclusion of a perpetual access easement in the northeast corner of Lot 1 to ensure legal access to Cherry Hills Park Drive for Lot 2, as the existing driveway for Lot 2 clips the corner of Lot 1. He also described a storm drainage easement extension along the east side of the property, necessitated by the fact that the new property line would bisect existing drainage infrastructure that had previously been entirely on Lot 1.

Director Workman then addressed the existing conditions on Lot 1 that had necessitated the continuances from prior hearing dates. He explained that the primary

concern had been a motor court wall located north of the existing home. When the applicants had originally proposed reinstating the property line, that wall placement would have been in what the Code defines as Area 3, a side setback area, where the fence ordinance requires a maximum opacity of 50%. Because the motor court wall has 100% opacity, it would have become a legally nonconforming structure. To address this, the applicant modified the proposed property line so that the motor court wall will now be located in Area 1, behind the front facade of the home and within the building setbacks, where 100% opacity is permitted. The wall will therefore remain a legal and conforming structure under the revised configuration.

Director Workman also addressed the existing air conditioning units located north of the motor court wall. He noted some ambiguity about what setback standards were applied when the units were originally approved in 2000, but confirmed that under the current interpretation, the accessory structure setback of 25 feet applies. The revised property line places the AC units at 43 feet from the proposed property line, making them legal and conforming.

Director Workman reviewed the approval criteria from the Municipal Code and staff's findings that all criteria are met.

Director Workman noted that staff had received no public comment on the application. He also reported that the Planning and Zoning Commission had unanimously recommended approval at its January 13, 2026, meeting, and that while modifications had been made between the Commission hearing and the Council meeting, the application remained substantially the same request. Staff therefore did not return the matter to the Commission. Staff recommended approval of the Resolution.

Mayor Brown opened the floor for questions of staff.

Councilor Heller asked Director Workman to explain the difference between gross and net lot size. Director Workman clarified that gross lot size includes the square footage within adjacent right-of-way, which the City Code allows to be counted toward minimum lot size, while net lot size reflects only the area within the property lines. He confirmed that the use of the adjacent right-of-way is what allows both lots to reach the required 2.5-acre minimum.

Mayor Pro Tem Hoellen expressed concern that a future owner of Lot 2 might use the irregular shape to argue for a variance. Director Workman stated that the Board of Adjustment and Appeals would apply the standard variance criteria, which require a demonstrable physical hardship, and that it would be difficult to make such an argument given that a significant buildable area remains on the lot.

Councilor Eber asked Director Workman to revisit the access easement. Director Workman explained that a pie-shaped portion in the northeast corner of Lot 1 is dedicated as a perpetual access easement for the benefit of Lot 2, covering the existing driveway that connects Lot 2 to Cherry Hills Park Drive. Councilor Eber asked whether

the easement had been granted yet. Director Workman confirmed it would be recorded upon approval of the application and noted that no separate agreement is needed because both lots are currently under the same ownership.

Mayor Brown asked whether the motor court wall could be classified as an accessory structure. Director Workman explained that the term motor court is colloquial and refers to the driveway area and the surrounding wall. He noted that walls can fall within the definition of an accessory structure under the Code, but that the Code treats them differently from traditional accessory structures by allowing them to be located in setbacks with different height and opacity standards.

Mayor Brown also asked about a small bump-out visible in Exhibit D beneath the word pergola and whether it represents another accessory structure. Director Workman relayed the applicant's representation that those are landscape improvements rather than structures and deferred to the applicant for more detail.

Mayor Brown then asked whether a variance had been considered as an alternative to the modified lot line to address the motor court wall opacity issue. Director Workman confirmed that staff and the applicant had discussed the variance option, but that the applicant ultimately chose to pursue the modified lot configuration instead.

Mayor Brown invited the applicant to make their presentation.

Christopher Sharp, representing applicants Christopher and Tammy Marsico of 1 Cherry Hills Park Drive through the law firm of Spierer, Woodward, Corbalis, Goldberg, described the extensive history of the application. He explained the central issue for the continuances from the February and March City Council meetings was the prospect of the motor court wall becoming a legally nonconforming structure. He noted that the nonconformance was not the result of any changes made by the applicant but rather stemmed from the 2016 amendment to the City's Fence Code, which had taken effect while the lots were consolidated and therefore had no practical impact on the wall at the time.

Mr. Sharp explained that his client investigated alternatives, including demolishing or deconstructing the motor court wall, but that those options were found to be cost-prohibitive and aesthetically inappropriate given the original design of the home. He also addressed the variance option raised by Mayor Brown, noting that after discussions with City staff and the City Attorney's office, all indications were that a variance would carry a high risk of denial given the stringent standards in Cherry Hills Village. He described the modified lot line configuration as the best available path forward.

Mr. Sharp then displayed photographs of the motor court wall and surrounding area, noting that the wall is approximately 200 feet from Cherry Hills Park Drive and not readily visible from the road. He shared images from inside the driveway showing the substantial nature of the wall and noted that the visual impact from the future Lot 2 would be limited, particularly given the existing vegetation.

He also addressed the suggestion by Mayor Brown that the opacity rules may not have been intended to apply to walls of this type. He acknowledged he had not found documentation of the specific intent behind the 2016 amendment but offered his own view that the rule may have been aimed more at perimeter fencing visible from roadways and neighboring properties.

Mayor Brown opened the floor for questions of the applicant.

Mayor Brown noted the portion of the landscape area south of the driveway which would become part of Lot 2 under the proposed configuration that would still appear to function as part of Lot 1's front yard, and she worried that future owners of Lot 2 might not feel they have the right to that land. Assistant City Attorney Fitch responded that once the property is platted, the landscape area south of the driveway becomes part of Lot 2 and maintenance of that area becomes the responsibility of Lot 2's owner. She confirmed she did not have significant concern about adverse possession given the 18-year timeline and the multiple requirements that must be met, particularly since the current property owner is the one voluntarily establishing the new lot line. Councilor Eber confirmed his understanding that the current owner is voluntarily relinquishing that portion of the property and noted that he was less concerned about a future complaint because the decision was being made knowingly and by choice. He pointed out that the future Lot 2 owner would have full rights over that area, including the right to remove the trees if desired. Mr. Sharp indicated moving the subdivision line felt fairly organic and he believed that land would feel like it is part of Lot 2.

Councilor Eber also noted that any future purchaser of Lot 2 will be on notice of the unusual lot line configuration through a title search, and that this notice would undermine any future argument for a variance based on hardship. He added that he generally did not find it sympathetic for someone who purchased property knowing about a particular lot line to later claim that same line as a hardship.

Mayor Pro Tem Hoellen reiterated his concern that the irregular lot configuration could invite future variance requests and suggested that property owners considering consolidating lots should be advised in advance that code changes could complicate any future re-subdivision.

Mr. Sharp responded that it had indeed been painstaking to arrive at the current solution and that he appreciated the observation about the need for advance guidance in consolidation situations.

Mayor Brown opened the public comment portion of the hearing. Hearing none, Mayor Brown closed the public comment period.

Mayor Brown asked for a motion.

Mayor Pro Tem Hoellen moved, seconded by Councilor Maguire, to approve Resolution 6, Series 2026, a Resolution by the City Council of the City of Cherry

Hills Village to approve a minor subdivision request to create two lots from one lot at 1 Cherry Hills Park Drive.

Councilor Fisher expressed appreciation for the thoroughness of the application and acknowledged the creativity involved in solving a genuinely awkward situation created by a change in the Code.

Councilor Eber indicated he has a broader concern about the provision in the Code that allows property owners to count adjacent right-of-way square footage toward lot size because he believes that this provision has been used to enable subdivisions that make the City more dense than originally intended. He indicated his intention to bring a proposed Code revision before the Council to eliminate the ability to use gross square footage for subdivision purposes, while making clear he was not applying that concern to the current application since the original plat was configured in this manner and the Code permitted it both then and now.

The motion carried unanimously.

Mayor Pro Tem Hoellen indicated that the fact that a property was once configured in a certain way has limited relevance beyond the character of the neighborhood criterion. He added that the City should be clearer with property owners about the risks of consolidation and the difficulty of reversing course if the Code changes. Mayor Brown replied she believed the fact that a property was once configured in a certain way was also applicable to infrastructure needs and similar elements. Councilor Maguire added it is relevant because the City said in the past that density was acceptable. Councilor Eber noted his opposition to using the gross lot area calculation.

NEW BUSINESS

Council Bill 4, Series 2026; Amending Section 16-6-120 of the Municipal Code Concerning Nonconforming Fences, Garden Walls, and Perimeter Walls to Allow Existing Legally Nonconforming Fences Adjacent to State Highways to be Rebuilt in a Like-for-Like Condition for a Period of Five (5) Years (first reading)

Director Workman presented Council Bill 4, Series 2026, for Council's consideration. He explained that the issue first arose in 2024 during updates to the fence ordinance, when Council expressed a desire to address existing fences along state highways. That conversation led to multiple Council discussions and a referral to the Planning and Zoning Commission to evaluate two distinct approaches: a grandfathering of existing fences adjacent to state highways, and an administrative criteria process that would allow for reconstruction of existing fences adjacent to state highways. The Commission discussed the two options in January and voted unanimously to recommend that Council implement the option to grandfather existing fences adjacent to state highways. At the January 20, 2026, meeting the Council discussed the issue and the majority of the Council desired to allow legally nonconforming fences to be rebuilt in a like-for-like

condition for a period of five (5) years. The Commission considered specific Code language at its March 10, 2026 meeting and recommended Code language to Council.

Director Workman explained the proposed ordinance will allow fences located in Area 5, which are fences adjacent to state highways, that are legally nonconforming to be rebuilt in a like-for-like condition in terms of material, height, opacity, and setback for a period of five years from the effective date of the ordinance. After five years, the Code would revert to the current standard. Staff will notify applicable property owners of the change if the ordinance is approved, and a broader fee schedule revision, including a potential reduction in permit fees for these fences, will be presented for Council's consideration in an upcoming meeting. Staff received one letter of public input which was included in the packet.

Councilor Robinson recalled that the Council had discussed a range between two and five years at its January 20, 2026, meeting, and suggested the period might be shorter. Mayor Brown indicated that the consensus and direction given to staff at that meeting had been for five years, but acknowledged the discussion had included various timeframes and that nothing said at the January session was binding.

Councilor Robinson questioned whether the like-for-like requirement is too restrictive. He noted that the public comment letter from the resident had raised a compelling scenario in which a property owner wished to replace a concrete wall with a shorter wood fence in the same location, which would not be permitted under a strict like-for-like standard. Mayor Pro Tem Hoellen raised the alternative side of that concern, noting that the proposed ordinance, as drafted, does not address design, meaning a property owner could potentially replace a fence with something that looks entirely different as long as the material, height, setback, and opacity are the same.

At the request of Councilor Robinson, Director Workman offered his professional opinion that anything which encourages fence replacement, whether like-for-like or not, represents an improvement to the corridor aesthetics. He acknowledged that beyond that general principle, the question of whether a particular change constitutes an improvement becomes subjective, and that subjectivity is precisely what the Council had sought to avoid in prior discussions. He confirmed that under the proposed ordinance, if a property owner wishes to change the material or design, they would need to comply with the current fence Code, which offers multiple compliance options.

Mayor Brown summarized the reasoning behind the like-for-like requirement, reminding Council of the lengthy January 20, 2026, discussion. She explained that the core rationale was that if the City had lived with these fences for 50 years, property owners who wish to replace them in-kind should be allowed to do so. Conversely, if a property owner wants to make any change, the City should not be in the business of deciding which changes are better or worse, so any change triggers full compliance. She noted that the current Code offers numerous compliance pathways, including replacing no more than 25% of the fence, adding bump-outs and landscaping, or moving the fence back.

Councilor Eber confirmed his understanding of the like-for-like framework and circled back to the scenario outlined in the public comment letter, clarifying that under the proposed ordinance, a property owner who wishes to install a smaller fence of a different material in the same location would be required to go through the standard fence permit process and comply with the full Code requirements. He expressed interest in discussing whether the framework should be adjusted.

Councilor Maguire stated that she found the public comment letter persuasive and suggested that the Council could allow some flexibility within the like-for-like framework, specifically permitting property owners to build a fence that is shorter in height or less opaque than the existing fence, while maintaining the same setback and location. She reasoned that the City does not regulate those choices for new compliant fences, so there is no reason to require property owners to replicate those exact characteristics. Councilor Robinson agreed with Councilor Maguire, and also noted he felt five years is too long.

City Manager Cramer noted that changes to the opacity standard in particular may interface with other variables in the Code and would likely require more analysis than could be done during tonight's meeting.

Councilor Robinson questioned if anyone would build a fence of a lower height and less opacity. Mayor Brown noted the public comment letter suggested language of may not be greater in height, may not be more opaque, and may not have less of a setback.

Councilor Fisher indicated that two years is too short.

Mayor Brown asked whether the wording in the proposed ordinance providing an exemption to the standard is sufficient to achieve the intended result. Director Workman confirmed it is, explaining that the exemption is to the nonconforming requirement to bring a fence into compliance, and not an exemption from the standard, noting that a property owner could choose to replace a fence with a fence that conforms to the standard.

Assistant City Attorney Fitch offered that the proposed ordinance could state that a nonconforming fence in Area 5 may be reconstructed provided that the replacement fence shall not be greater in height than the existing fence, shall not have more opacity than the existing fence, and shall conform to the setback of the existing fence, without adhering to the requirements of subsection A for the applicable period. City Manager Cramer added that while the Council could state its legislative intent on the record that evening, staff would need to reserve the right to refine the language before second reading to ensure there are no unintended consequences.

Mayor Brown asked Council members to hold up their fingers to indicate their opinion for number of years. The majority was three.

Councilor Maguire moved, seconded by Councilor Robinson, to approve on first reading Council Bill 4, Series 2026, a Bill for an Ordinance of the City of Cherry Hills Village amending Section 16-6-120 of the Municipal Code concerning nonconforming fences, garden walls, and perimeter walls to allow already existing legally nonconforming fences adjacent to state highways to be rebuilt in a manner substantially as stated by the City Attorney, for a period of three years.

The following votes were recorded:

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

The vote on Council Bill 4, Series 2026 was 6 ayes 0 nays. The motion carried.

Quincy Farm Visioning

City Manager Cramer prefaced the presentation by explaining that the Quincy Farm Team, consisting of staff, City Council liaison Mayor Pro Tem Hoellen, and the Cherry Hills Land Preserve (CHLP), had deliberately taken a different approach from the prior year's discussion, which had included an extensive matrix of potential uses and had resulted in the Council getting off track. He explained that the goal for the evening is not to solve every question about the Farm but to narrow the discussion to key themes. He indicated that staff did not have a formal recommendation and that the Council's direction this evening would allow the Team to proceed to the third part of the visioning process, including a vote anticipated for the June 16, 2026 meeting. He noted his personal ongoing concern about weddings as distinct from events more broadly.

Parks Manager Emily Black reviewed the history of Farm visioning efforts, including the Quincy Farm Visioning Committee and Quincy Farm Committee. She described the items on which staff believed the Council had already reached consensus in prior discussions: that Cherry Hills Land Preserve programming should be allowed on both sides of the Farm, that City events are appropriate on both sides, that programming featuring visiting animals should be allowed on both sides, and that private events are appropriate on the East Side, though the specific size and type of those events has not been settled. She described three major goals for the evening's discussion: selecting a preferred vision option or combination, provide guidance on parking and the Hopkins House, and confirming what form the vision should take for the June 16, 2026 packet.

Manager Black presented the vision spectrum developed by the Quincy Farm team. She described it as a continuum from least to most intensive. Vision A, described as Nature & Mountain View, would involve removing the Anderson House, restoring the area to a natural state, allowing limited or no private events on the West Side, and

allowing small private events on the East Side, at an estimated cost of approximately \$1.47 million for the West Side. Vision B, described as Nature & Historic Appearance, would involve an exterior rehabilitation of the Anderson House, limited or no private events on the West Side, and small private events on the East Side, at an estimated cost of approximately \$2.49 million for the West Side. Vision C, described as Active East, Quieter West, would involve exterior and/or limited interior rehabilitation of the Anderson House, limited small indoor and outdoor private events on the West Side, and large private events on the East Side, at an estimated cost of approximately \$3.66 million for the West Side. Vision D, described as Large Indoor/Outdoor Events, would involve remodel, rehabilitation, or replacement of the Anderson House, large indoor and outdoor private events on both sides, with an estimated cost of between \$6.23 million and \$8 million for the West Side.

Manager Black noted that all visions are compatible with the set of already-decided items, including the completed Big Barn rehabilitation, CHLP programming on both sides, and City events on both sides. She explained that parking considerations are highly dependent on the vision selected, with options ranging from the grass parking area already planned for 2026, to additional on-site parking, to shuttle service from City Hall, to acquisition of adjacent land. She noted that Colorado Open Lands had raised concerns about the currently planned grass parking area, including questions about the material and the ability of vegetation to grow through the surface.

Manager Black addressed the Hopkins House separately, noting that while there had not been an explicit Council decision at the May 2025 meeting about the Hopkins House, the general trend of discussion pointed toward rehabilitation for use as a small events space. She clarified the distinction between the National Historic Register, under which both the Anderson House and Hopkins House are contributing structures to the historic district, and the Conservation Easement, which requires preservation of the Hopkins House and Big Barn but expressly permits removal of the Anderson House without requiring consent from Colorado Open Lands.

At City Manager Cramer's request, Manager Black elaborated on what it means for a structure to be contributing to the National Historic Register designation, noting that the register designation is not law and does not legally prohibit demolition, but that removing a contributing structure could potentially affect the City's eligibility for certain historic preservation grants.

Ellen Thompson, CHLP Executive Director, stated the Cherry Hills Land Preserve strongly recommends Vision A. She explained that the rationale is grounded in firsthand experience hosting approximately 75 programs and events at the Farm over several years, which has given the organization a clear understanding of how people interact with the property and what responsible event management requires. She described the significant logistical demands of larger events, including managing vendors, parking, noise, and site protection, typically requiring 25 or more volunteers with deep knowledge of and commitment to the Farm. She expressed doubt that a comparable level of care could be replicated for large private events. Ms. Thompson described

consistent resident feedback, gathered through educational programs, volunteer events, tours, and informal conversations, as expressing strong appreciation for the Farm's open space, mountain views, and walking opportunities. She reported that when residents are presented with the full picture, including renovation costs, ongoing maintenance, parking limitations, duplication of other building uses, and the prospect of increased metro-area visitors, their perspectives tend to shift toward the more passive Vision A. She noted that Vision A aligns with the City's Master Plan, which emphasizes low density, open space, trails, trees, quality view sheds, and a pastoral or natural feel. She also addressed the cost-benefit dimension, arguing that spending significant taxpayer funds on rehabilitating the Anderson House carries substantial risk without a clear return, and that residents she has spoken with prefer investment in trails, open space, and better view corridors.

Laura Christman, CHLP Board Chair, elaborated on the Conservation Easement implications of Vision A. She noted that Vision A is the clearest path to full compliance with the Conservation Easement, which expressly permits removal of the Anderson House without requiring Colorado Open Lands' consent. She shared a direct quote from Cat Anderson, indicating that Ms. Anderson had herself said the Anderson House could be taken down, distinguishing it from the Hopkins House and Big Barn which must be preserved. Ms. Christman also spoke to the Master Plan as a document that incorporated extensive public input, including three surveys, several open houses, and thousands of written communications, providing strong community backing for the passive approach. She addressed the cost-benefit analysis and emphasized that the long-term maintenance costs of the Anderson House, combined with uncertain revenue prospects, represent a significant risk of taxpayer funds.

Dr. Harold Skramstad, CHLP advisor, provided a set of best practices for Council's consideration. He described successful natural and historical sites as those that use their fundamental purpose as a guiding principle, noting that without a shared purpose, competing visions create organizational chaos. He cautioned against mission creep, describing it as inevitable when purpose is unclear. He emphasized that successful sites are program-driven rather than facilities-driven, observing that the movement to restore historic homes following the bicentennial largely failed to attract the public support that was anticipated, and that many such homes have since been converted to community centers, bed and breakfasts, or private residences. He highlighted the importance of listening to users, leveraging partner organizations, and maintaining aggressive marketing, and praised the Cherry Hills Land Preserve for exemplifying all of these practices. He closed by describing the Conservation Easement as the founding charter of the Farm and encouraging the Council to revisit its stated purposes as a guide to future development.

Councilor Fisher expressed general alignment with Vision A while wishing to explore further what would be done with the Hopkins House. She noted that several prior documents had mentioned the concept of a nature center as a recurring theme and

expressed some uncertainty about whether residents would in fact visit a nature center, while acknowledging the idea had appeared consistently across prior visioning work.

Councilor Robinson expressed appreciation for the presentations and for the work of Manager Black and Mayor Pro Tem Hoellen. He stated that he is in favor of Vision A but emphasized that a historic and educational element has appeared consistently throughout all prior Farm documents and feels critical. He favors Vision A with the addition of some educational component, potentially a nature center or museum focused on daily life at the turn of the century, perhaps located in the garage on the West Side. He also expressed openness to private events on the East Side with appropriate parameters around guest count, hours, and other conditions.

Councilor Maguire expressed that she had come around to supporting removal of the Anderson House, describing it as a difficult but financially sound conclusion. She acknowledged that she is open to limited small events on the West Side, particularly if the Hopkins House is rehabilitated, and expressed strong support for some form of nature center investment. She indicated she sees potential in using the East Side barn buildings for that purpose rather than necessarily the Hopkins House. She stated support for small to medium private events on the East Side and expressed opposition to large events given the size of the Farm and the surrounding community.

Mayor Pro Tem Hoellen thanked staff and CHLP. He stated that he favors Vision A. He identified four factors informing his view: neighbor preferences, which he described as ranging from no use to low-level use with no neighbor having expressed support for large events; responsible use of taxpayer dollars, which he considered highly relevant even though not determinative; the Master Plan, which he cited as directing the City toward preserving key mountain views and wildlife corridors; and the donor's wishes and the Conservation Easement. He noted that Vision A avoids what he described as probably the most insurmountable logistical challenge, which is parking. He expressed openness to small events on the West Side and to Hopkins House rehabilitation, and stated that the question of the extent of that rehabilitation remains open.

Councilor Eber expressed appreciation to CHLP for all of its programming and described himself as environmentally oriented. He argued that basic upkeep of the Farm carries a cost regardless of the level of programming or the fate of the Anderson House, and suggested that there is inherent and quantifiable community value in a quiet open space, which he described using the concept of contingent valuation, a method he had used in environmental remediation to assign monetary value to the benefit of knowing a park or natural space exists. He argued that this type of non-consumptive value justifies the ongoing cost of the Farm even without active programming. He expressed his view that residents who want more active recreational use have existing parks available to them, and that the Farm serves a unique function as a place of quiet, history, and natural connection. He expressed concern about the Farm becoming the hottest event venue in the Denver area if not carefully managed. With respect to the Anderson House, he found former Council member Randy Weil's letter compelling and stated that he did not see a sufficiently compelling vision for the Anderson House to

justify its preservation given that the Hopkins House and Big Barn can serve the educational and community gathering functions. He expressed support for a museum element incorporated into the Hopkins House rather than as the primary use. He favored small private events on the East Side and no private events on the West Side, and agreed with Vision A as his overall direction.

Councilor Heller stated that he too favors Vision A and the City should focus on the historic dairy farm, the mountain vistas, the natural character, and the overall feel of Cherry Hills Village. He expressed openness to private events at the Hopkins House but not elsewhere on the West Side, and suggested that staff define what small private events means for the East Side. He raised a concern about making a decision to remove the Anderson House without some form of additional public input, noting that demolition is a permanent and irreversible action. He acknowledged the economic argument for removal but questioned whether such a significant decision should be made without a more deliberate public engagement process. He noted that the Anderson House carries the same National Historic Register contributing status as the Hopkins House, which he felt should be part of the public conversation.

Mayor Brown stated that the City's role is to serve its community and its constituents, not to function as a conservation organization, and that while open space preservation is important, the City must consider how the Farm can actively serve residents. She expressed strong objection to Vision A on the grounds that the historic designation of the Farm is a key conservation value and that it encompasses not only the Hopkins House and Big Barn but also the Anderson House and other contributing structures. She argued that the Farm was never simply natural open space, that it was a farm with pastures, landscaping, riding arenas, and barns, and that the Conservation Easement calls for preservation of those historic and agricultural characteristics. She noted that the Farm already has substantial open space and existing view corridors, and that demolishing the Anderson House is not necessary to achieve those goals.

Mayor Brown argued that Vision B is also insufficient because it does not facilitate the level of engagement with the property that she believes the original visioning work intended. She expressed strong support for moving toward something in the range of Vision C. She pushed back on assertions that the City already has adequate community gathering spaces, noting that the City has only one indoor public gathering space, which is the Council Chambers, one park pavilion at John Meade Park, and the Big Barn, which did not have heat or air conditioning. She argued that both prior Committee reports envisioned buildings on the West Side functioning as publicly available community gathering spaces, and noted that the need for such spaces is a consistent theme she has heard from residents over the years.

Mayor Brown challenged the framing that events at the Farm are categorically different depending on who hosts them. She noted that CHLP's barn party, which involves live music, alcohol, catering, and significant logistical planning, already demonstrates that the Farm can host substantial events without disturbing neighbors. She argued that if those types of events are appropriate when hosted by CHLP, a framework should be

developed to allow residents to access the same opportunity. She stated that the people who would be attracted to the Farm for events would self-select based on what the facility has to offer, and that those seeking a formal ballroom-style experience would look elsewhere.

Mayor Brown referenced the Conservation Easement's express allowance for gatherings and celebrations as an approved use on the West Side and argued that limiting the West Side to nothing beyond passive open space is more restrictive than the Easement requires. She stated that the Easement allows all uses not inconsistent with the preservation of conservation values and not expressly prohibited, and that as Mayor she would like to use the Farm to the fullest extent the Easement permits in order to serve the needs of Cherry Hills Village. She noted that the recent ballot issue concerning the Farm was defeated, which in her conversations with residents reflected a desire for more access to the Farm, not less.

Mayor Brown closed by noting that every visioning document for the Farm has discussed the possibility of grant funding, that such funding could significantly reduce the cost burden to taxpayers, and that losing the historic designation by removing the Anderson House could reduce the City's eligibility for those grants. She argued that the Council has not yet tried to pursue grant funding for the Anderson House and asked whether her colleagues are willing to foreclose that option before trying.

Councilor Heller clarified that he is closer to the Mayor's position than his earlier remarks may have suggested. He expressed agreement with Mayor Brown's framing about not wanting to impose more restrictions than the Conservation Easement requires. He would be comfortable with private events at the Hopkins House, is open to events on the East Side with frequency parameters to prevent overuse, and wants the staff to define what small means. He reiterated his concern about making an irreversible decision on the Anderson House without deliberate public input.

Councilor Eber acknowledging the emotional and substantive complexity of the Anderson House question. He stated that while he remains open to argument, he does not see a compelling enough vision for the Anderson House to justify its preservation and rehabilitation given the availability of the Hopkins House and Big Barn for educational and community uses. He offered that the Conservation Easement permits rebuilding a new structure in the same footprint as the Anderson House, which might better serve a community gathering function if the Anderson House itself is not structurally viable. He stated his overall conclusion as supporting Vision A while recognizing the unique value the Farm holds as a place of quiet, history, and natural connection.

Mayor Pro Tem Hoellen stated that the Anderson House should be removed. He described the Hopkins House as the historic anchor of the entire property and stated that it should be restored to the maximum extent possible given its historic significance, subject to any structural limitations. He noted that the Anderson House, while old, is

approximately the same age as the Big Barn, which the City recently invested in to renovate, and is not the primary reason the property received its historic designation.

City Manager Cramer proposed a more structured approach to extracting actionable direction from the discussion. He identified four key variables: the Anderson House, the Hopkins House, private events on the East Side, and private events on the West Side. He suggested that reaching enough agreement on those four points would allow staff to move forward to the June 16, 2026 vote. For reference in the discussion, he offered informal benchmarks of approximately 25 to 35 attendees for small events and approximately 100 to 150 for large events, while acknowledging these were preliminary and would need refinement.

Dr. Skramstad encouraged Council not to lose sight of the Hopkins House as the historic and visual centerpiece of the Farm and suggesting that further thought be given to how to use the exterior, landscape, and structure of the Hopkins House in a teaching capacity.

Councilor Heller supported interior and exterior rehabilitation of the Hopkins House dependent on use; additional public input on the Anderson House; small private events on the East Side with large events allowed as defined by the City Manager subject to a limit of around three per year; no or small private events on the West Side.

Councilor Eber supported interior and exterior rehabilitation of the Hopkins House; removal of the Anderson House; small private events on the East Side; no private events on the West Side.

Mayor Pro Tem Hoellen supported interior and exterior rehabilitation of the Hopkins House dependent on structural issues; removal of the Anderson House; small or medium private events on the East Side; no private events on the West Side but small private events allowed at the Hopkins House.

Councilor Maguire supported interior and exterior rehabilitation of the Hopkins House; removal of the Anderson House; small to medium private events on the East Side; small private events on the West Side.

Councilor Robinson supported interior and exterior rehabilitation of the Hopkins House; removal of the Anderson House; medium private events on the East Side; small private events on the West Side.

Councilor Fisher supported interior and exterior rehabilitation of the Hopkins House; removal of the Anderson House; large private events on the East Side with a limit of two or three per year; small private events on the West Side.

Manager Black explained that the anticipated deliverable for June 16, 2026 is a short vision paragraph similar to the draft vision discussed in May 2025, but more refined and reflective of the evening's discussion. Mayor Pro Tem Hoellen requested that the vision

language be clear enough to indicate that the Anderson House is being removed, not simply vague enough to leave that question open. Mayor Brown agreed that stakes should be put in the ground and that if the Council has decided the Anderson House should come down, the vision should say so.

REPORTS

Mayor

Mayor Brown reported on the recent State legislative session. She said several bills of concern to Cherry Hills Village had failed, including a measure related to 2,000 square foot lot sizes, a lot splitting bill, and a plate reader data storage bill. She also noted concerns that bills relating to workers compensation verification, RTD governance, and Front Range Passenger Rail District boundaries are likely to pass. She congratulated Councilor Fisher for being added to the Cherry Creek School District legacy wall of fame.

Members of City Council

Councilor Fisher had no report and thanked staff for the trail map.

Councilor Robinson had no report.

Councilor Maguire thanked staff for the Quincy Farm work. She asked that Council discuss possible codes of conduct at an upcoming study session.

Mayor Pro Tem Earl Hoellen thanked staff and the Cherry Hills Land Preserve for their work on Quincy Farm. He also commented that while Council might not have a written code of conduct, it did have norms in the broader sense of shared practices.

Councilor Eber reported residents continue to raise concerns about traffic speeds and asked viewers to remain mindful of safe driving.

City Manager, City Staff, City Attorney

Manager Black reported that new trail maps had been distributed at the dais and had already been used at the recent scavenger hunt event.

Director Workman reported that April had been another busy month for building permit activity, with March and April totaling more than 200 permits and April tying the recent high with 110 new permits.

Chief Lyons reported that the semiannual drug take back event had collected 86 pounds of unwanted medication for destruction.

Director Newman thanked Council for feedback on the court report and asked for direction on next steps in selecting relief Judges. City Manager Chris Cramer recalled prior discussion suggesting that two Council members participate in a follow up meeting

with the top candidates rather than conducting a full second interview. Councilor Maguire and Councilor Heller volunteered.

Clerk Gillespie reported that the June 2, 2026 meeting packet would be delivered one day late because of the Memorial Day holiday. She also asked for Council's preference regarding how addresses for audience participation members are reflected in minutes, after receiving a privacy related request from a resident. Council supported listing speakers simply as residents or nonresidents rather than including street addresses in the minutes.

Coordinator White introduced herself, noted her prior municipal experience, and indicated she looked forward to improving information flow between the City and residents.

Assistant City Attorney Fitch had no report.

City Manager Cramer reminded Council of the upcoming police department swearing in and promotion ceremony. He also thanked staff for a successful scavenger hunt and advised that weather conditions might require City Hall to open late the following day, with a final determination to be made later.

ADJOURNMENT

The meeting adjourned at 10:43 PM.

(SEAL)

Kathleen Brown, Mayor

Laura Gillespie, City Clerk

CHERRY HILLS VILLAGE
COLORADO

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

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

ITEM: 7b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: JASON LYONS, CHIEF OF POLICE

SUBJECT: RESOLUTION 14, SERIES 2026; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY REGARDING SHARED USE OF ARAPAHOE COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM AND CONSOLIDATED COMMUNICATIONS NETWORK OF COLORADO

DATE: MAY 19, 2026

ISSUE

Should the City Council approve Resolution 14, Series 2026, approving an Intergovernmental Agreement with Arapahoe County regarding shared use of Arapahoe County's radio and communications network system and consolidated communication network of Colorado (Exhibit A)?

DISCUSSION

Arapahoe County has shared use of its Digital Trunked Radio System ("DTRS") through the Arapahoe County Sheriff's Office with the City of Cherry Hills Village for decades for improved radio communications. The County has integrated its DTRS with the statewide DTRS, which is managed by the Consolidated Communications Network of Colorado ("CCNC"), and migrated all public safety to digital communications for the mutual benefit of all users.

Arapahoe County and the City wish to enter into an intergovernmental agreement to permit the City to continue to utilize the County's portion of the statewide DTRS to aid in the performance of the City's law enforcement functions (the "Agreement"). The Agreement will be effective January 1, 2026 through December 31, 2026 and will automatically renew for successive one-year terms under the same rates, terms, and conditions unless either party provides notice of non-renewal at least thirty (30) days prior to the expiration of the current term or otherwise terminates the Agreement.

CHERRY HILLS VILLAGE
COLORADO

BUDGET IMPACT STATEMENT

There is no impact on the 2026 budget.

RECOMMENDED MOTION

“I move to approve Resolution 14, Series 2026, a Resolution of the City Council of the City of Cherry Hills Village approving an Intergovernmental Agreement with Arapahoe County regarding shared use of Arapahoe County’s Radio Communication Network System and Consolidated Network of Colorado.”

ATTACHMENT

Exhibit A: Resolution 14, Series 2026

Attachment A: Intergovernmental Agreement with Arapahoe County regarding shared use of Arapahoe County’s radio and communications network system and consolidated communication network of Colorado.

**RESOLUTION NO. 14
SERIES 2026**

**INTRODUCED BY: _____
SECONDED BY: _____**

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE
COUNTY REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM AND CONSOLIDATED
COMMUNICATIONS NETWORK OF COLORADO**

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate or contract with one another to provide any function, service, or facility upon approval by their respective governing bodies; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for furnishing or receiving services; and

WHEREAS, Arapahoe County ("County") has shared use of its Digital Trunked Radio System ("DTRS") through the Arapahoe County Sheriff's Office with the City of Cherry Hills Village ("City") for decades for improved radio communications; and

WHEREAS, the County has integrated its DTRS with the statewide DTRS, which is managed by the Consolidated Communications Network of Colorado ("CCNC"), and migrated all public safety to digital communications for the mutual benefit of all users; and

WHEREAS, the County and the City agree that such intergovernmental cooperation creates efficiencies in operation, resources, and cost, and thus furthers the public health, safety, and welfare of the residents of the City and County; and

WHEREAS, the County and the City wish to enter into an intergovernmental agreement to permit the City to continue to utilize the County's portion of the statewide DTRS to aid in the performance of the City's law enforcement functions (the "Agreement"), such Agreement to be effective January 1, 2026 through December 31, 2026 with subsequent annual automatic renewals unless otherwise terminated; and

WHEREAS, the City Council desires to approve the Agreement and further desires to authorize the Mayor to execute the Agreement on behalf of the City.

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

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

Section 2. Agreement Approved. The City Council hereby: (a) approves the Agreement in substantially the same form as attached hereto and incorporated herein as **Attachment A**; (b) authorizes the City Attorney, in consultation with the Chief of Police, to make such changes to the Agreement as may be necessary that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

Section 3. Effective Date. This Resolution shall take effect *nunc pro tunc* as of January 1, 2026.

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

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

Introduced, passed and adopted at the
regular meeting of City Council this 19th day
of May, 2026, 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

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
AND CONSOLIDATED COMMUNICATIONS NETWORK OF COLORADO (CCNC)**

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

This Intergovernmental Agreement ("Agreement") entered this 1st day of January, 2026, ("Effective Date") by and between Arapahoe County, Colorado, (hereinafter the "County") and City of Cherry Hills Village, hereinafter referred to as "Subscriber", hereinafter collectively referred to as the Parties. This Agreement shall be effective for one calendar year from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one-year terms under the same, rates, terms, and conditions, unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Automatic renewal shall not limit either party's right to terminate this Agreement as otherwise provided herein.

WHEREAS, pursuant to the provisions of Sections 29-1-203 C.R.S., and Section 18(2)(a) of Article XIV of the Colorado Constitution, Governmental entities are authorized to cooperate and contract with each other for the purpose of intergovernmentally providing any function, service, or facility authorized to it, and further including authority to provide for the joint exercise of such function, service, or facilities; and

WHEREAS, in the performance of its governmental functions, the County has obtained a Digital Trunked Radio System (hereinafter sometimes referred to as "DTRS") presently consisting of radio sites containing trunked radio repeaters, related electronic hardware equipment, software, and towers/antennas; and

WHEREAS, the County operates and maintains the DTRS for an improved radio communications function for its various governmental functions including law enforcement, road and bridge, animal control, building inspection, public safety and general governmental radio communications; and

WHEREAS, the County has integrated their DTRS with the statewide DTRS, which is managed by the Consolidated Communications Network of Colorado (CCNC), and migrated all public safety to digital communications for the mutual benefit of all users and automatic interoperability; and

WHEREAS, the County and Subscriber are each authorized to utilize radio communications in the performance of their various governmental functions; and

WHEREAS, the Parties wish to cooperate in providing such services and equipment now separately operated by the parties; and

WHEREAS, the Parties have determined that this Agreement is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety, and for providing a more cost effective and efficient use of governmental resources.

NOW, THEREFORE, IT IS AGREED by and between the County and the Subscriber as follows:

1. The County agrees to permit the Subscriber to utilize the County's portion of the statewide

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

DTRS pursuant to the terms and conditions of this agreement. As a partial reimbursement for the County's cost in upgrading and maintaining the DTRS, Subscriber shall pay to the County a one-time user fee in the sum of **\$325.00** for each serialized device added after January 1, 2025, and shall be entitled to use a portion of the DTRS needed by Subscriber for its law enforcement and other governmental purposes, subject to the terms and conditions of this Agreement. Subscriber shall pay such fee to the County no later than thirty (30) days after the annual billing in February of the following year. This fee is applicable to each additional serialized device that is placed on the County's portion of the DTRS. Said payment shall be made to Arapahoe County for deposit in the County's DTRS Development ("DTRSD") account for use as set forth in paragraph 12.

2. Subject to annual budgeting and appropriation, Subscriber shall also pay an annual operation and maintenance fee of **\$50.00** per serialized device. This fee will be billed in February, for the previous year, and each year thereafter, and shall be due and payable within thirty (30) days of such billing. Subscriber acknowledges that user fees are assessed to support the shared radio communications system and are not limited to services provided exclusively to Subscriber.
3. The CCNC has made available talk groups from the DTRS for use by Subscriber. A talk group is generally defined as a computer designated allocation for the routing of transmitted radio or data messages on a multi-frequency trunked radio system, such as the DTRS.
4. The County shall obtain any and all permits, certificates and licenses required by any rules, regulations, and laws for the operation of the DTRS. Subscriber will cooperate with the County, to the extent necessary, in obtaining such permits, certificates and licenses.
5. To the best of its ability, the County shall protect and maintain its portion of the DTRS in proper operating condition in such a manner that the DTRS services shall be efficiently rendered to the parties as and when needed.
6. The County agrees to furnish qualified personnel to provide operational control of the DTRS. Operational control is deemed to include all facets of a communications network, including, but not limited to, program, transmission, reception, usage and allocation of the network. Subscriber shall be responsible for purchasing mobile and portable radios compatible with the DTRS. Subscriber shall also be responsible for the maintenance, repair and insurance of its radios and equipment needed for use of the DTRS. Subscriber and its agent(s) agree to operate on the DTRS in accordance with FCC Rules & Regulations, County Policies and CCNC Policies and Procedures.
7. The County shall pay for all expenses of every kind or nature incurred in the operation of the DTRS. Subscriber shall not be liable for any debts or liabilities contracted or incurred by the County or any other entity that may utilize the DTRS.
8. The County shall, at all times, carry and maintain adequate insurance coverage to protect

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

the properties of the DTRS against fire, loss or other hazards that may impair the operations.

9. Subscriber is allocated secured communication talk groups. Additional system talk groups may be requested in writing to the Technical Committee of CCNC.
10. The County may allow other Subscribers to use the DTRS provided such entities enter into an agreement similar to this Intergovernmental Agreement and whose membership has been approved by CCNC.
11. Each party to this Agreement and each party to any other agreement with Arapahoe County for the use of the DTRS shall annually certify the number of radios that it uses as part of the DTRS by January 1st of each year.
12. The County hereby agrees to separately account for the user fees received and utilize such monies solely for the operation, maintenance, support, improvement, and sustainability of the DTRS, including but not limited to the purchase of equipment, system infrastructure, system enhancements, training, and technical support. Any proposed expenditure is subject to the review and recommendation of the Arapahoe County Sheriff's Office and approval of the Board of County Commissioners.
13. To the extent allowed by law and not prohibited by the Colorado constitution and statutes including the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et. seq., as amended, the Subscriber shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Subscriber, or its principals, employees, agents or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Subscriber's obligation to indemnify pursuant to this paragraph, if allowed for under law, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services and shall survive the termination of this Agreement.
14. Either party may terminate its participation in the DTRS upon at least 60 days written notice to the other party. In the event of Subscriber's termination of this agreement under this paragraph, Subscriber shall not be entitled to any distribution from the DTRSD account. In the event of the County's termination of this agreement as to all user(s), the County shall negotiate with the other user(s) for the purchase of its portion of the DTRS by the other user(s) and for the assignment or transfer of any license, permits, leases and/or related agreements associated with the DTRS. Pursuant to any purchase agreement, the County will transfer the balance of DTRSD account to the purchaser. In the event of mutual termination by all user(s) of the County's portion of the DTRS, the balance of the DTRSD account will be distributed on a pro-rata basis to all users based upon each user's historical contribution to the DTRSD account. Subscribers do not have a vested interest in the DTRSD account.

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

15. Failure to timely pay the annual operation and maintenance fee, as set forth in paragraph 2, by Subscriber shall be deemed a default of this agreement and grounds for termination thereof. In such instance, the County may terminate this agreement upon sixty (60) days' prior written notice to Subscriber and the County may eliminate the transmission capability of the Subscriber. Subscriber shall not be entitled to any distribution from the DTRSD account.
16. Notices to be provided under the Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following:

<u>COUNTY:</u> Arapahoe County Sheriff's Office 13101 E Broncos Pkwy Centennial, CO 80112-4558	<u>SUBSCRIBER:</u> John Reynolds 2450 E Quincy Ave Cherry Hills Village, CO 80113
--	---

17. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the Subscriber of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by the Subscriber of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq. as amended; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the Subscriber of a debt, contract, or liability of the County in violation of Article XI, Section 1 of the Constitution of Colorado.
18. This agreement constitutes the entire understanding between the Parties and shall supersede all prior negotiations, representations, or agreements whether written or oral.
19. This Agreement may not be modified or amended unless mutually agreed upon, in writing, by the parties hereto. Unless otherwise agreed in writing, the Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

ATTEST:

The City of Cherry Hills Village

Clerk

Signature

Date

Print Name

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

Title

ATTEST:

ARAPAHOE COUNTY, CO

Signature

Arapahoe County Sheriff

Date: _____

CHERRY HILLS VILLAGE

COLORADO

2450 E. Quincy Avenue
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ITEM: 7C

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: JASON LYONS, CHIEF OF POLICE

SUBJECT: RESOLUTION 15, SERIES 2026; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDALE FOR OFF-DUTY CONTRACTED POLICE SERVICES

DATE: MAY 19, 2026

ISSUE

Should the City Council approve Resolution 15, Series 2026, approving a Memorandum of Understanding (MOU) with the City of Glendale for off-duty contracted police services in 2026 (Exhibit A)?

DISCUSSION

The City of Glendale Police Department has requested off-duty police services to be performed by the Cherry Hills Village Police Department for work in their city, generally to assist during entertainment and sporting events. This request is new in 2026 and being formalized by an MOU.

BUDGET IMPACT STATEMENT

There is no impact on the 2026 budget as the costs are invoiced by the City of Cherry Hills Village and reimbursed by the City of Glendale.

RECOMMENDED MOTION

“I move to approve Resolution 15, Series 2026, approving a Memorandum of Understanding with the City of Glendale for off-duty contracted police services in 2026.”

ATTACHMENT

Exhibit A: Resolution 15, Series 2026
Attachment A: Memorandum of Understanding for off-duty contracted police services

RESOLUTION NO. 15
SERIES 2026

INTRODUCED BY:
SECONDED BY:

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDALE
FOR OFF-DUTY POLICE SERVICES IN 2026**

WHEREAS, C.R.S. Section 29-1-203 further authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for receiving services; and

WHEREAS, The City of Glendale has requested off-duty contracted police services from the City of Cherry Hills Village Police Department for entertainment and sporting events; and

WHEREAS, the City will assist the City of Glendale with off-duty contracted police services; and

WHEREAS, the City of Cherry Hills Village and The City of Glendale desire to enter into the attached Memorandum of Understanding ("Agreement") in accordance with the terms and conditions set forth therein.

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

Section 1. The City Council hereby: (a) approves the MOU in substantially the same form as attached hereto and incorporated herein as **Attachment A**; (b) authorizes the City Attorney, in consultation with the Chief of Police, to make such changes as may be necessary that do not increase the obligations of the City; and (c) authorizes the Chief of Police to execute the final MOU on behalf of the City.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 19th day
of May, 2026, 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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND
THE CITY OF CHERRY HILLS VILLAGE FOR OFF-DUTY CONTRACTED POLICE
SERVICES**



From the desk of Chief J. Haynes

February 20, 2026

Chief Jason Lyons
Cherry Hills Village Police Department
2460 E. Quincy Ave
Cherry Hills Village, CO 80113

RE: Extra Duty Assistance

Dear Chief Lyons,

I am requesting your assistance in authorizing commissioned officers with your department to participate in providing extra duty at our Event Center and events throughout the city. These events begin in April and continue through December yearly. Along with this letter I have included an MOU which I will forward to all assisting agencies for review and signature.

We truly appreciate all the assistance you have provided us with in the past and moving forward.

Sincerely,

Justin T. Haynes, Chief
Glendale Police Department
950 S Birch Street
Glendale, CO 80246



From the desk of Chief J. Haynes

MEMORANDUM OF UNDERSTANDING
REGARDING LAW ENFORCEMENT EVENT CENTER AND
VARIOUS EVENT LOCATIONS THROUGHOUT THE CITY OF
GLENDALE

This Memorandum of Understanding is being executed on April 13, 2026, between the Glendale Police Department (GPD) and the City Of Cherry Hills Village, a home rule municipality of the State of Colorado, on behalf of the Cherry Hills Village Police Department ("Participating Agency"), in connection with extra duty assignment at Glendale Event Center and other similar events held throughout the City of Glendale.

WHEREFORE, the Participating Agency maintains common training programs, protocols and procedures for response to incidents; and

WHEREFORE, Glendale Police Department needs additional help in policing at the Glendale Event Center and various events through the events season.

Considering the mutual and valuable benefits to each party, the parties acknowledge the following:

1. Background. City of Glendale provides a police presence at the Event Center and various event locations throughout the City of Glendale.
2. Purpose and Mission. It is the intent of the Participating Agency to allow their law enforcement officers to participate in an extra duty assignment at Event Center and various events locations throughout the City of Glendale with the Glendale Police Department.
3. General Operating Procedures.
 - a. Glendale Police Department Role. The Glendale Police Department will be the supervising agency on scene. Regardless of the rank of any member of participating agencies, Command will be set by Glendale Police Department.



From the desk of Chief J. Haynes

- b. Use of Force. Glendale Police Department will review all Use of Forces that occur at Event Center and various events locations throughout the City of Glendale. The Participating Agency shall follow their own Use of Force policy. Any use of force incidents involving an officer of the Participating Agency shall be reviewed, and subsequent determination shall be made, pursuant to the Participating Agency's Use of Force Policy. City of Glendale Police Department reserves the right to disallow specific officers from extra duty assignment if behavior on extra duty is in violation of any Glendale Police Department policies.
 - c. Liability. Each party shall be responsible for its own Officer's workers' compensation, payment, taxes, liability and negligence hereunder to the extent provided by law. Neither party shall be deemed to be an agent for the other party. No employee/employer relationship is established between Glendale Police Department and the officers of the Participating Agency.
 - d. Payment. Glendale Police Department will pay a rate of \$100.00 an hour for participating agencies officers during extra duty assignment at Event Center and various events locations throughout the City of Glendale. Agencies will track their officer's time and bill City of Glendale for that time. City of Glendale will pay invoices within thirty (30) days of receipt.
4. Subject to Local Laws; Venue. Each term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising hereunder shall be in the County of



From the desk of Chief J. Haynes

Arapahoe, Colorado.

5. Third Party Beneficiary. This MOU is a statement of understanding made solely for the benefit of the parties hereto and is not intended, nor shall it be deemed, to confer, give, or allow any rights or claim or rights of action by any person or entity not signatory hereto.
6. Termination. This MOU may be terminated at any time by written notification by either party.
7. No Waiver of Governmental Immunity. The parties are relying on and do not waive or intend to waive by any provision of this MOU the monetary limitations or any other right, immunity or protection provided by the Colorado Governmental Immunity Act, or otherwise available to the parties, their officers or employees.
8. Injuries. Any injuries sustained during this extra duty assignment will be handled as an one-duty injury and will be reported to the officer's employing agency. The employing agency of the employees is responsible for all injuries and medical treatment as may be required by the applicable provisions of the Worker's Compensation laws.
9. Complete Understanding. This MOU embodies the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. The parties agree there is no other agreement or MOU governing the extra duty at Event Center and various events locations throughout the City of Glendale. If there were, this MOU supersedes all previous communications, representations, or agreements, either verbal or written between the parties. No change, amendment, or waiver of any of the terms or provisions of this MOU shall be valid unless the same has been approved



From the desk of Chief J. Haynes

in writing by both parties.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provisions of this MOU is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

The parties have executed this Memorandum of Understanding on the date set forth above.

City of Glendale

Justin T. Haynes, Chief
Glendale Police Department
950 S Birch St.
Glendale, CO 80246

Date

City of Cherry Hills Village

Jason Lyons, Chief
Cherry Hills Village Police Department
2260 East Quincy Avenue
Cherry Hills Village, CO 80113

Date

CHERRY HILLS VILLAGE
COLORADO

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

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

ITEM: 9a

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: COUNCIL BILL 4, SERIES 2026, A BILL FOR AN ORDINANCE OF THE CITY OF CHERRY HILLS VILLAGE AMENDING SECTION 16-6-120 OF THE MUNICIPAL CODE CONCERNING NONCONFORMING FENCES, GARDEN WALLS, AND PERIMETER WALLS TO ALLOW EXISTING LEGALLY NONCONFORMING FENCES ADJACENT TO STATE HIGHWAYS TO BE REPLACED AS LONG AS THE REPLACEMENT FENCE DOES NOT EXCEED THE EXISTING FENCE'S HEIGHT OR OPACITY OR REDUCE THE SETBACK OF THE EXISTING FENCE FOR A PERIOD OF THREE (3) YEARS (SECOND AND FINAL READING)

DATE: MAY 19, 2026

ISSUE:

Should the City Council ("Council") vote to approve Council Bill 4, Series 2026 (**Exhibit A**), a bill for an ordinance of the City of Cherry Hills Village to amend Section 16-6-120 of the Municipal Code ("Code") to allow existing legally nonconforming fences adjacent to state highways (E. Hampden Avenue, E. Belleview Avenue, and S. University Boulevard) to be replaced as long as the replacement fence does not exceed the existing fence's height or opacity or reduce the setback of the existing fence for a period of three (3) years, on second and final reading?

UPDATE SINCE FIRST READING:

On May 5, 2026, the Council heard proposed changes to the nonconforming fences, garden walls, and perimeter walls section of the Code. The changes presented during the first reading were consistent with previous Council direction and the recommendation from the Planning and Zoning Commission ("Commission") to allow nonconforming fences adjacent to state highways to be rebuilt in a like-for-like condition for a period of five years. During the first reading, the Council expressed a desire to amend the proposed changes so that existing legally nonconforming fences adjacent to state highways could be rebuilt, so long as the replacement fence does not: 1) exceed the height of the existing fence, 2) exceed the opacity of the existing fence, and 3) reduce the setback of the existing fence. Additionally, the Council expressed a

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desire to change the time limit for the replacement from five years to three years. The language on page eleven of this staff report, as well as Exhibit A, has been updated to reflect the stated desires of the Council at first reading.

City Council Recording:

In the link below, the Council can watch the discussion during the first reading:

[May 5, 2026, City Council Meeting](#) – See 2:10:15 to 2:43:28

FENCE AREAS (AS PROVIDED IN THE 7/15/25 STAFF MEMO):

The City's Code identifies seven different "Areas" that govern fences based on the underlying zoning of the property. The Code is structured to recognize that different areas and different zone districts have different fencing needs. The Code recognizes that the unique context of a lot, or area of the city, or character of a zone district necessitates different fencing standards. For example, the Code only permits solid fences in the R-1 zone district when that lot is adjacent to a state highway or within Area 1. The Code acknowledges that there are certain externalities associated with being adjacent to a state highway (e.g. noise, light, pollution) that are different from being internal to the City and surrounded by other residential uses with smaller more lightly trafficked roads.

Additionally, the Code recognizes that fences adjacent to trails should be treated differently in all zone districts. The Code intends to ensure that there are eyes on the trail and that the trail system is not an enclosed corridor shut off from individual lots. Finally, the Code recognizes that the character of the areas of the City that are zoned R-4 and R-5 are different from the other zone districts in the City due to their smaller lot size and does not permit fences in the front yard in those zone districts.

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Area 1:

Location – within the building envelope (setbacks) and behind the front façade of the building.

Regulation – 6' max height and 100% opacity max in all zone districts.

Zone District(s) Allowed – All.

Visual:



Area 2:

Location – between the front lot line and the front façade line, unless also in Area 5 or 6.

Regulation – 4' max height and 50% opacity max.

Zone District(s) Allowed – R-1, R-2, R-3. and R-3a.

Zone District(s) Prohibited – R-4 and R-5.

Visual:



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Area 3:

Location – between the interior rear property line or interior side property line and the setback line, unless also in Area 4, 5, 6, or 7.

Regulation – 6' max height and 100% opacity max.

Zone District(s) Allowed – R-2, R-3, R-3a, R-4, and R-5.

Zone District(s) Modified – R-1. Max 50% opacity allowed.

Visual:



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Area 4:

Location – between the street rear property line or street side property line and the setback line, unless also in Area 5 or 6.

Regulation – 6' max height.

- Parallel to the street and under 4' in height the maximum opacity is 60%.
 - **Zone District(s) Allowed** – R-1, R-2, R-3, and R-3a.
 - **Zone District(s) Modified** – R-4 and R-5. Max 100% opacity allowed.
- Parallel to the street and over 4' in height the maximum opacity is 25%.
 - **Zone District(s) Allowed** – R-1, R-2, R-3, and R-3a.
 - **Zone District(s) Modified** – R-4 and R-5. Max 50% opacity allowed, subject to certain off-set and landscape requirements.
- Perpendicular to the street, the maximum opacity is 100%.
 - **Zone District(s) Allowed** – R-2, R-3, R-3a, R-4, and R-5.
 - **Zone District(s) Modified** – R-1. Max 50% opacity allowed.

Visual:



Parallel



Perpendicular

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Area 5:

Location – between the state right-of-way line and the setback line.

Regulation – 8' max height and up to 100% opacity, subject to certain off-set and landscape requirements.

Zone District(s) Allowed – All.

Visual:



Area 6:

Location – between the property line of S. Clarkson St., E. Happy Canyon Rd., or specific lots adjacent to S. Colorado Blvd. and the setback line.

Regulation – 6' max height and max 100% opacity.

Zone District(s) Allowed – All.

Visual:



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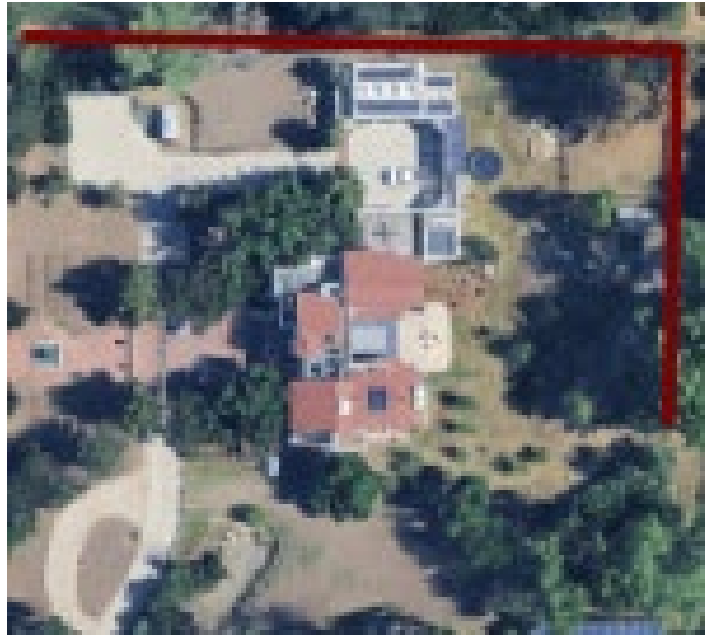
Area 7:

Location – between the property line of a public trail, park, or open space and the setback line of an adjacent property, unless also in Area 2.

Regulation – 6' max height and 40% max opacity.

Zone District(s) Allowed – All.

Visual:



DISCUSSION (AS PROVIDED IN THE 7/15/25 STAFF MEMO):

The City's residential fencing regulations are found in *Section 16-3-120. – Fences, garden walls/perimeter walls, and enclosures (Exhibit B)*. The residential fencing requirements for fences adjacent to state highways are found in Area 5 of *Table 16-3-120 Fence and Wall Height and Opacity: Residential Lots*. In all residential zone districts in this Area, properties are allowed to have a fence with a maximum height of 8 feet and a maximum opacity of 100% (opacity is the ability to see through the fence – 100% means it is not see through or it is a “closed” style fence). However, note #4 in this table requires that fences with 100% opacity comply with Section 16-3-120(b)(2). Specifically, the fence must comply with one of three standards:

- a. Be setback not less than four (4) feet from right-of-way lines, with the area between the fence or garden wall and the street planted with not less than two (2) trees or evergreen shrubs per one hundred (100) linear feet; or
- b. Be setback less than four (4) feet (including zero (0) feet), but with regular offsets of not less than four (4) feet, running a distance of not less than fifteen (15) nor more than twenty-five (25) feet, such that not less than twenty-five percent (25%) of the length of the fence along each street right-of-way line is so offset; and with the street side area of each offset planted with at least two (2) trees or evergreen shrubs; or
- c. Be designed and constructed to meet two (2) of the following three (3) criteria:

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- i. A setback of twenty-five (25) feet from the edge of the pavement of the adjacent paved street or forty (40) feet from the centerline of the adjacent unpaved street.
- ii. A landscaped area between the street and the fence is provided, with trees planted at a density of one (1) tree for every twenty (20) to thirty (30) linear feet of fence as determined by the Director given the type and planting size proposed (note that compliance with this criterion may include use of the City right-of-way if such use of the right-of-way is approved by the City Manager and the trees are subject to an ongoing maintenance agreement acceptable to the City).
- iii. A landscaped area between the street and fence is provided and planted such that at least twenty-five percent (25%) of the face of the fence is screened from view from the street within three (3) growing seasons (note that compliance with this standard shall not involve the use of City right-of-way).

The intent of having offsets and landscaping associated with fencing is primarily to prevent the “fence canyon effect” where there is a large stretch of fences that are solid (100% opacity) on the property line. An additional benefit to the offset requirement is that it provides a place for snow storage during winter months. See Figures 1 and 2 below (not Cherry Hills Village) for what the Code is trying to prevent. See Figures 3 and 4 below (Cherry Hills Village) for examples of what the requirement is trying to achieve. See Figures 5 and 6 below (Cherry Hills Village) for examples of some existing conditions.

Figure 1 – Example Fence Canyon



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Figure 2 – Fence Canyon



Figure 3 – Intent of the Requirement

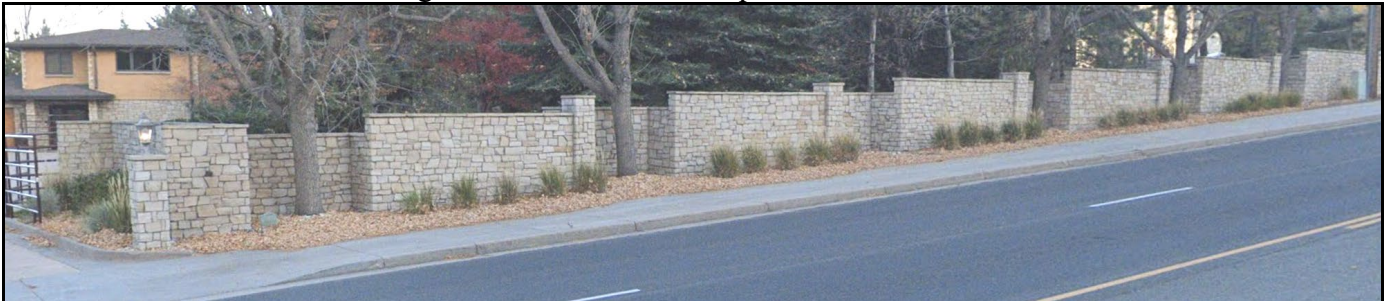
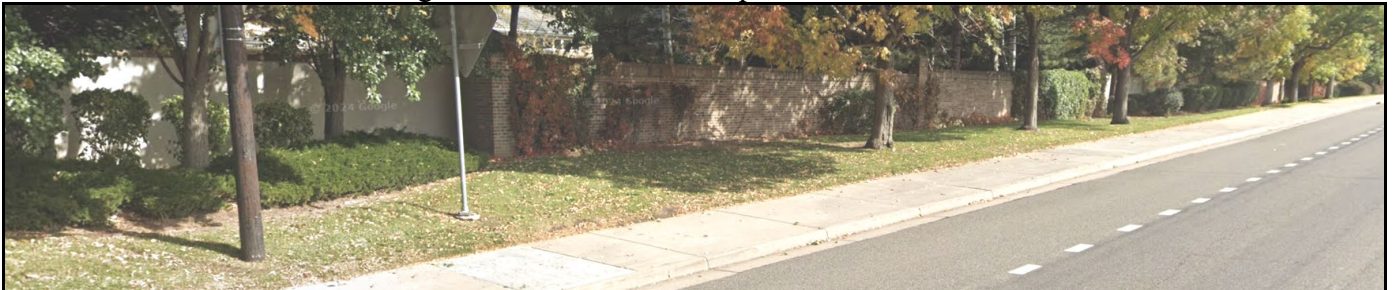


Figure 4 – Intent of the Requirement



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Figure 5 – Existing Condition



Figure 6 – Existing Condition



In researching this issue, staff looked at how some other neighboring jurisdictions regulate this type of condition. In short, it appears that jurisdictions have adopted regulations for these types of residential fences based on their community's unique circumstance and not a best-practice approach.

- Greenwood Village allows residential fences along state highways to be up to 6 feet tall with no apparent setback or landscape requirement. They also allow these fences to be considered a [“Noise-attenuating structure”](#), which requires the property owner to do a noise study and meet certain thresholds. If the thresholds are met, a 12-foot fence is permitted so long as it meets some additional requirements. Of note, the structure must be constructed of brick, masonry, or concrete; constructed with columns not more than 75 feet apart; and provide an adequate pedestrian corridor that may include the requirement to dedicate land for a public easement.
- [Englewood](#) makes no distinction between traditional fences and residential fences along state highways. All residential fences, whether or not it is adjacent to a state highway, must be at least one foot from any public sidewalk.
- Centennial has a complex matrix for what they call [“Bufferyards”](#). It appears that they allow a maximum height of 6 feet, but the opacity is dependent on the amount of landscaping and/or the creation of a berm.

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RECOMMENDED CHANGES:

Below is the proposed amended language to the Code to implement the desire of the Council. New language is shown in underline, and removed language is shown in ~~striketrough~~.

Section 16-6-120. – Nonconforming fences, garden walls, and perimeter walls.

Nonconforming fences and garden walls shall be brought into conformance with this Chapter upon substantial replacement. For the purposes of this Section:

(a) Fences that are not located in Area 5.

- (1) Any repair or replacement of more than twenty-five percent (25%) of a fence or garden wall along any individual front, side, or rear lot line of a property within a twenty-four-month period shall constitute a replacement; and
- (2) Repair does not include painting, pressure washing, sealing, or staining.

(b) Fences that are located in Area 5.

- (1) Fences that are located in Area 5 that were lawfully constructed prior to the effective date of Ordinance 4, Series 2026, and that do not conform to the height, setback, or opacity standards in this Chapter may be reconstructed for a period of three (3) years from the effective date of Ordinance 4, Series 2026, provided that:
 - a. The replacement fence shall not exceed the height of the existing fence;
 - b. The replacement fence shall not exceed the opacity of the existing fence; and
 - c. The replacement fence shall maintain a setback no less than that of the existing fence.
- (2) Upon the expiration of such three (3)-year period, these fences shall be subject to the requirements of subsection (a) of this Section, and any changes to the material, height, setback, or opacity in the reconstruction of such fence must comply with all applicable fence standards in this Chapter. Illegal nonconforming fences in Area 5 are subject to all fence standards in this Chapter and enforcement thereof.
- (3) Repair does not include painting, pressure washing, sealing, or staining.

NEXT STEPS:

Upon final passage of this ordinance, staff will provide notification of this change to all property owners adjacent to state highways in accordance with Council direction.

PUBLIC INPUT:

Staff has received no comments regarding the above changes between first and second reading.

RECOMMENDED MOTION:

“I move to approve, on second and final reading, Council Bill 4, Series 2026, a bill for an ordinance of the City of Cherry Hills Village amending Section 16-6-120 of the Municipal Code concerning nonconforming fences, garden walls, and perimeter walls to allow existing legally nonconforming fences adjacent to state highways to be replaced as long as the replacement fence does not exceed the existing fence’s height or opacity or reduce the setback of the existing fence for a period of three (3) years, on second and final reading”

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EXHIBIT(S):

Exhibit A: Ordinance 4, Series 2026

Exhibit B: 16-3-120. – Fences, garden walls/perimeter walls, and enclosures

COUNCIL BILL 4
SERIES OF 2026

INTRODUCED BY: _____
SECONDED BY: _____

**A BILL FOR AN ORDINANCE OF THE CITY OF CHERRY HILLS VILLAGE
AMENDING SECTION 16-6-120 OF THE MUNICIPAL CODE CONCERNING
NONCONFORMING FENCES, GARDEN WALLS, AND PERIMETER WALLS TO
ALLOW EXISTING LEGALLY NONCONFORMING FENCES ADJACENT TO STATE
HIGHWAYS TO BE REPLACED AS LONG AS THE REPLACEMENT FENCE DOES
NOT EXCEED THE EXISTING FENCE’S HEIGHT OR OPACITY OR REDUCE THE
SETBACK OF THE EXISTING FENCE FOR A PERIOD OF THREE (3) YEARS**

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

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

WHEREAS, pursuant to the authority outlined herein, the City Council established zoning regulations codified in Chapter 16 of the Cherry Hills Village Municipal Code (“Municipal Code”), which regulations require nonconforming fences to conform to current standards upon substantial replacement; and

WHEREAS, pursuant to Section 16-7-40(b)(11) of the Municipal Code, and upon the request of the City Council, after reviewing and applying Chapter 16, the Community Development Director (“Director”) has identified and recommends the amendments proposed herein; and

WHEREAS, at a meeting held on March 10, 2026, pursuant to Section 16-7-370(b) of the Municipal Code, the Planning and Zoning Commission recommended that the City Council approve the amendments proposed by the Director; and

WHEREAS, pursuant to Sections 16-7-10(d)(1)(b) and 16-7-370(a) of the Municipal Code, and in consideration of the health, safety, and welfare of the public, the City Council desires to amend Chapter 16 of the Municipal Code as set forth herein.

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

Section 1. **Section 16-6-120 Amended.** Section 16-6-120 of the Municipal Code is hereby amended to read in full as follows, with additions shown in underline and deletions shown in ~~strike through~~:

Sec. 16-6-120. – Nonconforming fences, garden walls, and perimeter walls.

Nonconforming fences and garden walls shall be brought into conformance with this Chapter upon substantial replacement. For the purposes of this Section:

(a) Fences that are not located in Area 5.

- (1) Any repair or replacement of more than twenty-five percent (25%) of a fence or garden wall along any individual front, side, or rear lot line of a property within a twenty-four-month period shall constitute a replacement; and
- (2) Repair does not include painting, pressure washing, sealing, or staining.

(b) Fences that are located in Area 5.

- (1) Fences that are located in Area 5 that were lawfully constructed prior to the effective date of Ordinance 4, Series 2026, and that do not conform to the height, setback, or opacity standards in this Chapter may be reconstructed for a period of three (3) years from the effective date of Ordinance 4, Series 2026, provided that:
 - a. The replacement fence shall not exceed the height of the existing fence;
 - b. The replacement fence shall not exceed the opacity of the existing fence; and
 - c. The replacement fence shall maintain a setback no less than that of the existing fence.
- (2) Upon expiration of such three (3)-year period, these fences shall be subject to the requirements of subsection (a) of this Section, and any changes to the material, height, setback, or opacity in the reconstruction of such fence must comply with all applicable fence standards in this Chapter. Illegal nonconforming fences in Area 5 are subject to all fence standards in this Chapter and enforcement thereof.
- (3) Repair does not include painting, pressure washing, sealing, or staining.

Section 2. Severability. If any provision of this ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this ordinance are not determined by the court to be inoperable. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion be declared invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

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

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after publication after second reading in accordance with Section 4.5 of the Charter for the City of Cherry Hills Village.

Adopted as Ordinance No. __, Series 2026, by the City Council of the City of Cherry Hills Village, Colorado this __ day of _____, 2026.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

Approved as to form:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

Published in the Villager

Published: _____

Legal #: _____

Sec. 16-3-120. Fences, garden walls/perimeter walls, and enclosures.

- (a) Generally. Fences, garden walls/perimeter walls, and enclosures are subject to compliance with the standards of this Section.
- (b) Fences, Garden Walls, and Gates on Residential Lots.
- (1) *Height and Opacity.* Fences and garden walls/perimeter walls on residential lots shall be subject to the height and opacity standards in Table 16-3-120, *Fence and Wall Height and Opacity: Residential Lots*.

Table 16-3-120 Fence and Wall Height and Opacity: Residential Lots						
Location (see Figure 16-3-120.A and 16-3-120.B)/Standard	Zoning District					
	R-1	R-2	R-3	R-3a	R-4	R-5
Area 1: Within Building Envelope, Behind Front Façade Line						
Max. Height	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.
Max. Opacity	100%	100%	100%	100%	100%	100%
Area 2: Between Front Lot Line and Front Façade Line, Unless Also within Area 5 or 6 ¹						
Max. Height	4 ft.	4 ft.	4 ft.	4 ft.	Not Allowed	Not Allowed
Max. Opacity	50%	50%	50%	50%	Not Allowed	Not Allowed
Area 3: Within Rear Setbacks or Interior Side Setbacks, Unless Also within Area 4, 5, 6, or 7 ¹						
Max. Height	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.
Max. Opacity	50%	100%	100%	100%	100%	100%
Area 4: Within Street Side Setbacks or Rear Setbacks Adjacent to a Street, Unless Also within Area 5 or 6 ¹						
Max. Height	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.
Max. Opacity	Based on Fence Height and Orientation (See Below)					
Generally Parallel to Public Street						
If Height Does Not Exceed 4 ft.	60%	60%	60%	60%	100%	100%
If Height Exceeds 4 ft.	25%	25%	25%	25%	50% ²	50% ²
Generally Perpendicular to Public Street ³						
Up to Maximum Height	50%	100%	100%	100%	100%	100%
Area 5: Within any Setback from a Lot Line that is State Highway Right-of-Way Line						
Max. Height	8 ft.	8 ft.	8 ft.	8 ft.	8 ft.	8 ft.
Max. Opacity ⁴	100%	100%	100%	100%	100%	100%
Area 6: Within Any Setback from a Lot Line that is Also a Right-of-Way Line for (1) South Clarkson Street; (2) East Happy Canyon Road; or (3) north of E. Mansfield Avenue and east of Colorado Boulevard and west of S. Albion Street and south of E. Hampden Avenue, that have lot frontage on both S. Colorado Boulevard and S. Albion Street						
Max. Height	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.
Max. Opacity	100%	100%	100%	100%	100%	100%
Area 7: Within any Setback from a Lot Line that is Adjacent to a Public Trail, Park, or Open Space, Unless Also Within Area 2 ¹						
Max. Height	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.
Max. Opacity	40%	40%	40%	40%	40%	40%
Table Notes:						
¹ If the fence or wall is also located within one of the specified areas, then the standards for that area apply.						
² Opacity may be increased to up to 100% if the setback and landscaping requirements of subsection (b)(2), below are met.						

³ E.g., a connection from a fence within Area 4 that is parallel to a street to a fence within Area 1 or Area 3.

⁴ Subject to the requirements of subsection (b)(2), below.

Figure 16-3-120.A - Fence Locations for Interior Lots

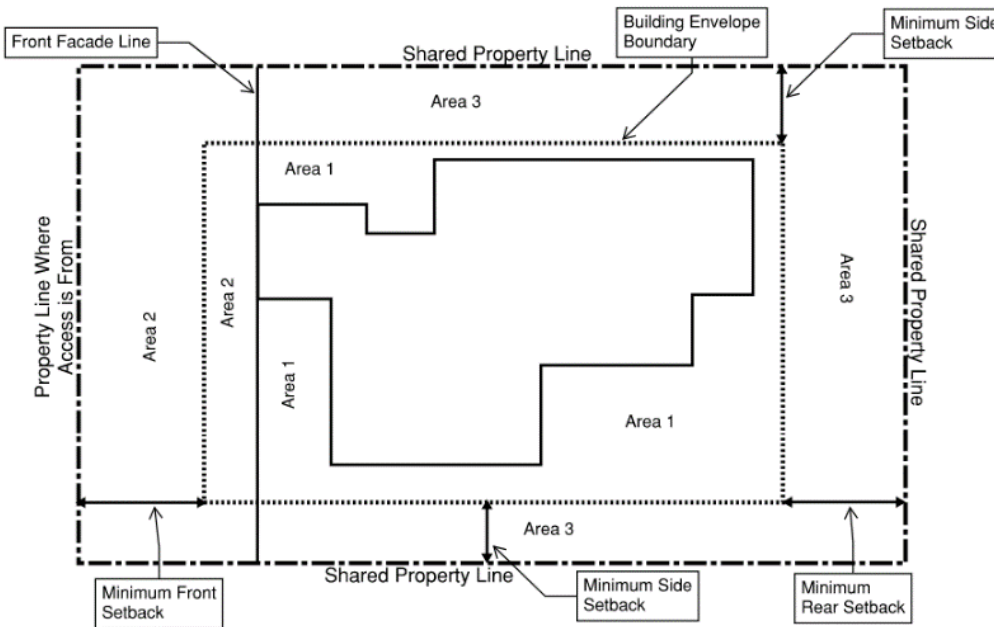
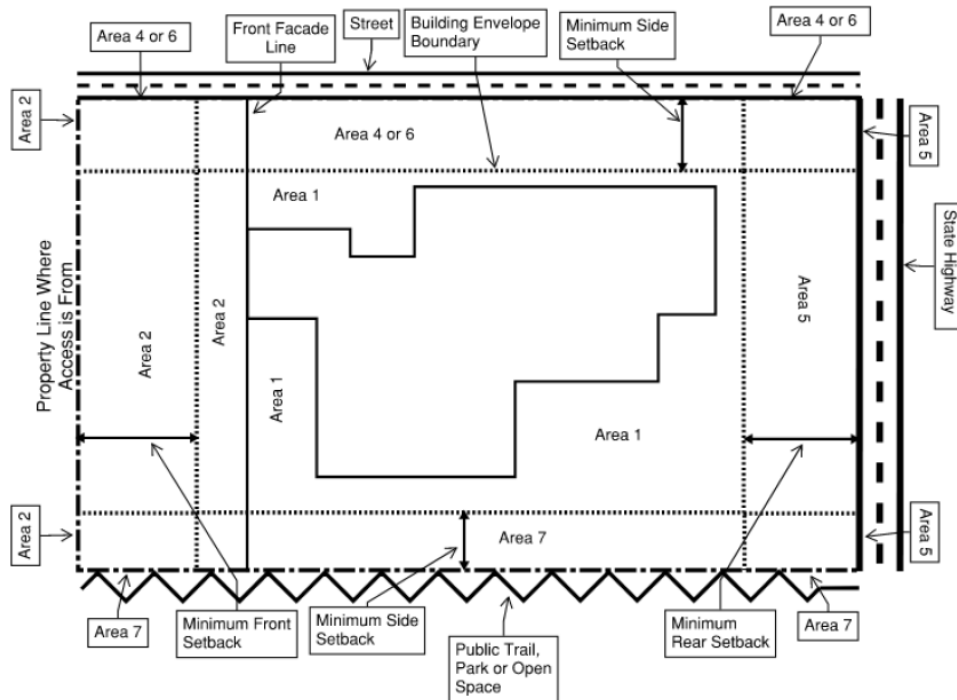


Figure 16-3-120.B - Fence Locations for Lots Adjacent to Roads, Highways, or Parks and Trails



- (2) *Setback and Landscape Requirements in Residential Zoning Districts.* This subsection applies as set out in Table 16-3-120, *Fence and Wall Height and Opacity: Residential Lots*. Fences that are subject to this subsection shall:
- a. Be setback not less than four (4) feet from right-of-way lines, with the area between the fence or garden wall and the street planted with not less than two (2) trees or evergreen shrubs per one hundred (100) linear feet; or
 - b. Be set back less than four (4) feet (including zero (0) feet), but with regular offsets of not less than four (4) feet, running for distances of not less than fifteen (15) nor more than twenty-five (25) feet, such that not less than twenty-five percent (25%) of the length of the fence along each street right-of-way line is so offset; and with the street-side area of each offset planted with at least two (2) trees or evergreen shrubs; or
 - c. Be designed and constructed to meet two (2) of the following three (3) criteria:
 - i. A setback of twenty-five (25) feet from the edge of the pavement of the adjacent paved street or forty (40) feet from the centerline of the adjacent unpaved street.
 - ii. A landscaped area between the street and the fence is provided, with trees planted at a density of one (1) tree for every twenty (20) to thirty (30) linear feet of fence as determined by the Director given the type and planting size proposed (note that compliance with this criterion may include use of the City right-of-way if such use of the right-of-way is approved by the City Manager and the trees are subject to an ongoing maintenance agreement acceptable to the City).
 - iii. A landscaped area between the street and fence is provided and planted such that at least twenty-five percent (25%) of the face of the fence is screened from view from the street

within three (3) growing seasons (note that compliance with this standard shall not involve the use of City right-of-way).

(3) *Exceptions for Gates in Residential Zoning Districts.*

- a. Front yard Gates, Generally. Up to two (2) gates that provide for ingress and egress from a street right-of-way to a front yard (including driveway gates) may exceed the otherwise applicable height limitations for a fence or garden wall by up to four (4) feet, provided that:
 - i. The gates are, individually, not more than eighteen (18) feet in width; and
 - ii. The gates have a maximum opacity of twenty-five percent (25%).
- b. Driveway Gate Stacking Area. Driveway gates must be located such that a minimum driveway area of nine (9) feet wide by eighteen (18) feet deep is provided in front of and perpendicular to the gates, as measured from the street right-of-way line, front lot line, or back edge of the sidewalk, whichever provides more setback from the flowline of the street. For a property with a driveway located on a cul-de-sac or dead-end street, the Director may allow a reduction in the required setback if the Director finds that the reduction will not have an impact on public safety.
- c. Other Gates. One (1) gate that provides for ingress and egress to each yard other than a front yard may exceed the otherwise applicable height limitations for a fence or garden wall by up to two (2) feet, provided that the gate is not more than four (4) feet in width.

(c) *Recreational Enclosures.*

- (1) *Generally.* Fenced enclosures surrounding recreational facilities (except swimming pools) on residential lots (e.g., tennis courts, volleyball courts, etc.) may be up to ten (10) feet in height, provided that their opacity does not exceed twenty-five percent (25%). For the purposes of this subsection, wind screens are not counted in the evaluation of opacity.
- (2) *Swimming Pools.* Swimming pools shall strictly comply with Section 305, Barrier Requirements, 2018 International Swimming Pool and Spa Code. Variances to this requirement shall not be allowed.

(d) *Fences and Garden Walls on Nonresidential Lots.*

- (1) *Utility Stations.* Fences and garden / perimeter walls that enclose utility stations shall not exceed eight feet in height and shall have an opacity of 100 percent.
- (2) *Other Nonresidential Uses.*
 - a. Fences and garden/perimeter walls are allowed on nonresidential property for the following purposes:
 - i. To enclose outdoor dining areas, gardens, or recreational facilities;
 - ii. To enclose utilities, backup generators, loading areas, dumpsters, recycling bins, and/or utility meters;
 - iii. To enhance safety or security, provided that the need for such additional safety or security is demonstrated; or
 - iv. To comply with the requirements of this Chapter.
 - b. The height of such fences or garden/perimeter walls shall not exceed eight (8) feet within required setback areas or ten (10) feet within the building envelope, unless otherwise provided in this Chapter, or unless the decision-maker finds that:
 - i. Extraordinary circumstances justify the increased height; and

-
- ii. The visual impact of the additional height of the fence or garden/perimeter wall on adjoining property is fully mitigated by way of setbacks, landscaping, topography, intervening structures or buildings, or design.

(e) Fence and Retaining Wall Combinations.

- (1) Fences and garden/perimeter walls may be constructed on, or in combination with, retaining walls, as follows:
 - a. On residential property, fences and garden/perimeter walls must comply with the requirements of Table 16-3-120, *Fence and Wall Height and Opacity: Residential Lots*, with height measured from the side of the retaining wall with the higher grade.
 - b. On nonresidential property, fences and garden/perimeter walls must comply with the requirements of subsection (d), above, with height measured from the side of the retaining wall with the higher grade.
- (2) In cases where guardrails are required by the applicable building code, fences and garden/perimeter walls shall also comply with the building code standards that apply to guardrails. If the building code standards conflict with the standards of this subsection (e), the building code standards shall control to the extent of the conflict.

(Ord. 7, §1, 2019; Ord. 3, §§ 1—6, 2024)

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: 10a

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFEbuilt FOR
PLANNING SUPPORT SERVICES

DATE: MAY 19, 2026

ISSUE

Should the City Council (“Council”) approve the Agreement for Professional Services (“APS”) with SAFEbuilt for Planning Support Services (**Exhibit A**)?

DISCUSSION

Due to a steady increase in permit activity that requires review for compliance with the Planning and Zoning regulations of the Municipal Code (“Code”), staff is requesting that the Council approve the APS with SAFEbuilt. SAFEbuilt will serve as an extension of staff, similar to Shums Coda (the City’s building consultant) and ICON Engineering (the City’s civil engineering consultant). SAFEbuilt will perform the Scope of Services (“Services”), identified in Exhibit A of the APS, including, in general, reviewing relevant building permits for compliance with Planning and Zoning regulations, and providing other support services as may be necessary.

The City’s Procurement Policy does not require that the City utilize a Request for Proposal (RFP) process for this service. Nevertheless, staff contacted three firms (SAFEbuilt, Shums Coda, and Burnham Nationwide) that provide this service. SAFEbuilt and Shums Coda responded to the request for information, and after discussions with both firms, it was determined that SAFEbuilt had the current capacity and expertise to provide the services needed. Although SAFEbuilt has never contracted with the City, they currently provide similar support services to jurisdictions across Colorado and the Country.

BUDGET IMPACT

The APS is a “not to exceed amount” of \$50,000. Unlike the APS with Shums Coda or ICON Engineering, where staff does not have the expertise to review permits for compliance with building code requirements or engineering requirements, staff will have more control over the

amount spent from this supplemental appropriation since staff does have the expertise to review permits for compliance with Planning and Zoning requirements. In short, should staff capacity increase, the reliance on SAFEbuilt will decrease.

The amount for the APS is not currently appropriated in the 2026 budget. However, building permit revenue is projected to exceed the current budget by at least \$50,000. Accordingly, staff is requesting a supplemental appropriation of \$50,000 through Council Bill 5, Series 2026, which is expected to be fully offset by the corresponding increase in building permit revenue.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the APS with SAFEbuilt in the amount of \$50,000.00.

RECOMMENDED MOTION

“I move to approve the Agreement for Professional Services with SAFEbuilt for an amount not to exceed \$50,000.00, contingent on the passage of Council Bill 5, Series 2026. I further move to authorize the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the agreement as may be appropriate and do not substantially increase the obligations of the City and to authorize the Mayor to sign such agreement when in final form.”

ATTACHMENTS

Exhibit A: Agreement for Professional Services with SAFEbuilt

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

Project/Services Name: SAFEbuilt Planning Support Services

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 SAFEbuilt Colorado, LLC, a Colorado limited liability company, with a principal office at 444 N. Cleveland Ave, Loveland, Co 80537 ("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 July 1, 2027, 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. Termination. Either Party may terminate this Agreement for any or no reason upon written notice delivered to the other Party at least ninety (90) 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 Shelby Cook, Director of Client Success ("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 **FIFTY THOUSAND DOLLARS (\$50,000.00)** ("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 One Million Dollars (\$1,000,000) each occurrence and of Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) 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 minimum limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) 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, 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	SAFEbuilt Colorado, LLC Shelby Cook, Director of Client Success 444 North Cleveland, Suite 444 Loveland, CO 80537
---	---

With Copy to: Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:
--	---------------

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other; provided, however, that Contractor may assign this Agreement to its parent, subsidiaries, or affiliates, or in connection with a sale of all or substantially all of its assets or ownership interests, effective upon written consent of the City.

H. Nondiscrimination. Contractor shall comply with all applicable federal and state laws, rules, and regulations in effect, or hereafter established, relating to discrimination and unfair employment practices, including without limitation, C.R.S. § 24-34-401, *et seq.*, as may be amended from time to time.

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. Limitation of Liability. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER EXCEED THE GREATER OF THE FEES PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONTRACTOR'S INSURANCE REQUIRED BY SECTION VII, WHICHEVER IS GREATER.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

By: 

Printed Name: Matt Causley

Title: Chief Operating Officer

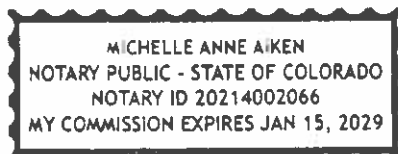
Date of execution: April 24, 2026

STATE OF COLORADO)
) ss.
COUNTY OF LaSalle)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 24 day of April, 2026, by Matt Causley as COO of SAFEbuilt, a

My commission expires: Jan 15, 2029

(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. Plan Review Services:

- a. Contractor will coordinate and conduct reviews of building permits for compliance with all relevant zoning standards for residential and non-residential applications. Maximum review times will be ten (10) business days from the day that the application is referred to the Contractor. When necessary, the Contractor will provide detailed written comments identifying necessary corrections to the submitted materials.
- b. When permit documents are determined to comply with all applicable code requirements, the Contractor will stamp the documents for approval with a name and date.
- c. Contractor and the City will maintain accurate records of all permits that are reviewed and/or approved.
- d. Contractor will maintain accurate records of time spent reviewing each permit application.
- e. Contractor will accommodate electronic submittals and reviews of permit applications.
- f. Communicate with the designer/contractor before, during, and after the plan review to clarify and assist in bringing the plans into compliance with the applicable codes, if necessary.

2. City Staff Support:

- a. Contractor will coordinate with staff to ensure the efficient processing of permits.
- b. Contractor will be available for questions and to provide answers to staff, the general public, and the development community in a reasonable timeframe.
- c. Contractor will proactively communicate with staff and contractors on upcoming deadlines and permit status.
- d. Contractor will have the ability to provide a “rush” on certain permits as requested by staff.
- e. Contractor will assist staff in updating and maintaining handouts on individual topics to help disseminate information related to different aspects of different code requirements.
- f. Contractor will provide additional consulting services as agreed upon between the City Manager and the Contractor.
- g. Contractor will monitor and assist with identifying areas for improvement to the City’s building permit processes.
- h. Contractor will assist the city in complying with Colorado Open Records Act (CORA) requests.
- i. Contractor will provide an invoice once a month that shows the total amount due, all activity performed, by whom the activity was performed, the time spent on the activity, and the hourly rate for the individual performing the activity.

EXHIBIT B
COMPENSATION

SERVICE RATES	
Service Provider	Hourly Rate
Standard Rates	
Community Development Director	\$200 per hour
Planning Manager	\$180 per hour
Project Manager	\$180 per hour
Principal Planner	\$170 per hour
Senior Planner	\$150 per hour
Associate Planner	\$130 per hour
Assistant Planner	\$110 per hour
Expedited Rates	
Expedited fee Associate	\$156 per hour
Expedited fee Assistant	\$132 per hour

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed above shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

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: 10b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: KELLY NEWMAN, DIRECTOR OF FINANCE AND ADMINISTRATION
PAUL WORKMAN, DIRECTOR OF COMMUNITY DEVELOPMENT

SUBJECT: COUNCIL BILL 5, SERIES 2026, A BILL FOR AN ORDINANCE OF THE CITY OF CHERRY HILLS VILLAGE, AMENDING THE 2026 BUDGET BY APPROVING A SUPPLEMENTAL APPROPRIATION FOR PLANNING SUPPORT SERVICES (FIRST READING)

DATE: MAY 19, 2026

ISSUE

Shall the City Council approve Council Bill 5, Series 2026 (**Exhibit A**), amending the 2026 budget by approving a supplemental appropriation in the General Fund for additional professional services funding to be used for Community Development planning support services?

DISCUSSION

Permit activity has continued to rise, resulting in a higher volume of reviews needed to ensure compliance with the Planning and Zoning requirements of the Municipal Code ("Code"). To maintain timely and thorough review processes, staff requests Council approval of additional funding in the 2026 budget for planning support services to meet this increased demand.

BUDGET IMPACT

There would be an increase in the General Fund building permits revenue of \$50,000 and an increase in Community Development contract services expenditures for the 2026 budget of \$50,000.00. Staff anticipate a minimum of \$50,000 additional revenue above the current budget for building permit revenue due to the increase in building permit activity so far in 2026.

STAFF RECOMMENDATION

Staff recommend that the City Council approve Council Bill 5, Series 2026, a bill for an ordinance authorizing a supplemental appropriation of funds in the amount of \$50,000 for planning support services on first reading.

CHERRY HILLS VILLAGE
COLORADO

RECOMMENDED MOTION

“I move to approve on first reading, Council Bill 5, Series 2026, A Bill for an Ordinance of the City of Cherry Hills Village, Amending the 2026 Budget by Approving a Supplemental Appropriation for planning support services.”

ATTACHMENTS

Exhibit A: Council Bill 5, Series 2026

COUNCIL BILL 5
SERIES OF 2026

INTRODUCED BY: _____
SECONDED BY: _____

**A BILL FOR AN ORDINANCE OF THE CITY OF CHERRY HILLS VILLAGE,
AMENDING THE 2026 BUDGET BY APPROVING A SUPPLEMENTAL
APPROPRIATION FOR PLANNING SUPPORT SERVICES**

WHEREAS, Ordinance 5, Series 2025, approved the 2026 budget for the City of Cherry Hills Village (the “City”) and Ordinance 6, Series 2025 appropriated funds in accordance with such budget; and

WHEREAS, Section 9.10, titled *Additional Appropriations*, of the Cherry Hills Village Home Rule Charter (the “Charter”) authorizes City Council to make additional appropriations by ordinance during the fiscal year for unanticipated expenditures required by the City, but such additional appropriations shall not exceed the amount by which actual and anticipated revenues of the year are exceeding the revenues as estimated in the budget; and

WHEREAS, building permit activity has continued to rise, resulting in a higher volume of reviews needed to ensure compliance with the Planning and Zoning requirements of the Municipal Code; and

WHEREAS, to maintain timely and thorough review processes, staff requests Council approval of additional funding in the 2026 budget for planning support services to meet this increased demand; and

WHEREAS, the City Council desires to approve a supplemental appropriation to the 2026 Budget in the amount set forth herein for planning support services; and

WHEREAS, in accordance with Section 9.10 of the Charter, the additional appropriation contemplated herein will not exceed the amount by which the actual and anticipated revenues for budget year 2026 exceed the revenues as estimated in the 2026 budget.

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

Section 1. That the 2026 Budget and Appropriations be hereby amended and supplemented by increasing the following fund and accounts by an additional revenue and expenditure amount of \$50,000, to wit:

General Fund: Building Permit Revenues (01-320-3221)
2026 Approved Budget: \$1,450,000.00
2026 Amended Budget: \$1,490,880.00 (Ordinance 2, Series 2026)
Budget Supplement: \$50,000.00
2026 Revised Budget: \$1,540,880.00

General Fund: Other Contracts (01-418-4049)
2026 Approved Budget: \$2,200.00

2026 Amended Budget: \$43,080.00 (Ordinance 2, Series 2026)
Budget Supplement: \$50,000.00
2026 Revised Budget: \$93,080.00

Section 2. Severability. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this ordinance are not determined by the court to be inoperable. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion be declared invalid.

Section 3. Effective Date. This Ordinance shall become effective ten (10) days after publication after second reading in accordance with Section 4.5 of the Charter for the City of Cherry Hills Village.

Adopted as Ordinance No. ____ Series 2026, by the City Council of the City of Cherry Hills Village, Colorado this ____ day of _____, 2026.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

Approved as to form:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

Published in the Villager

Published: _____

Legal #: _____

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
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ITEM: 10c

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: COUNCIL BILL 06, SERIES 2026, A BILL FOR AN ORDINANCE OF THE CITY OF CHERRY HILLS VILLAGE, AMENDING ARTICLE V OF CHAPTER 18 OF THE CHERRY HILLS VILLAGE MUNICIPAL CODE BY ADDING A NEW SECTION 18-5-30 PROHIBITING THE USE OF ALL GRAYWATER AND THE INSTALLATION OF GRAYWATER TREATMENT WORKS (FIRST READING)

DATE: MAY 19, 2026

ISSUE:

Should the City Council (“Council”) vote to approve Council Bill 06. Series 2026 (**Exhibit A**), a Bill for an Ordinance of the City of Cherry Hills Village amending Article V of Chapter 18 of the Cherry Hills Village Municipal Code by adding a new section 18-5-30 prohibiting the use of all graywater and the installation of graywater treatment works on first reading?

UPDATE:

On February 17, 2026, the Council held a study session on the pros and cons of allowing graywater use within the City. Discussion included certain benefits of graywater use and some limits to the current technology’s ability to mitigate health concerns. At the conclusion of that discussion, the Council asked staff to bring back a council bill for consideration that prohibits graywater use in the City.

[February 17, 2026, Council Discussion](#): See 8:40 to 34:20.

DISCUSSION:

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

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

CHERRY HILLS VILLAGE COLORADO

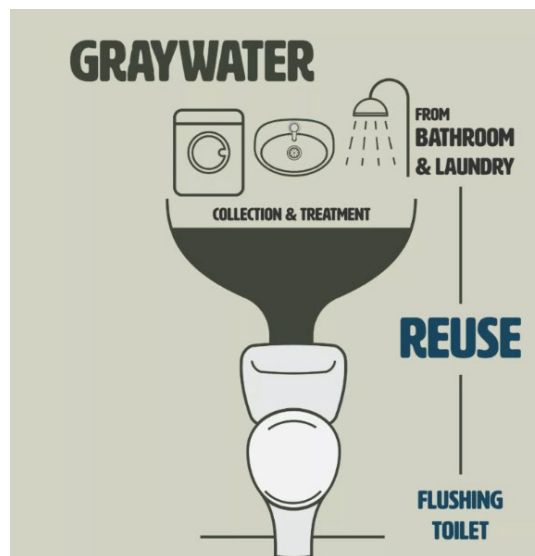
“Graywater is a portion of water used in a residential, commercial, or industrial building that may be collected after the first use and put to a second beneficial use.

Graywater sources may include water discharges from:

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

Graywater may not include water discharged from:

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



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

In putting together the analysis for this discussion, staff reached out to the City’s technical partners for their comments and recommendations. Staff also researched some other jurisdictions. While the information below highlights communities that have prohibited the use of graywater, it is important to note that some communities have chosen to allow graywater. Communities that allow graywater have created a customized set of standards for its use. Because each set of standards is unique to a given community, an example is not included in this

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

CHERRY HILLS VILLAGE

COLORADO

memo. However, CDPHE's Regulation No. 86 – Graywater Control Regulations (**Exhibit C**) has been provided to inform Council of the requirements for such regulations. See Section 86.9(A) for additional details. To the best of staff's recollection, there has not been a request to install or implement a graywater system in the City in the recent past.

Technical Partner Input:

- The City of Cherry Hills Village Sanitation District ("CHVSD"), which is a separate entity and not a part of the City of Cherry Hills Village (**Exhibit D**).
 - Position: Advocate for the prohibition of graywater use.
 - Graywater flows (the water associated with a toilet flushing or a sink running) help move solids (waste) through the sewer system.
 - The removal of graywater from the existing sanitary sewer system would adversely affect existing wastewater treatment plants due to the higher concentration of the organic load (waste) they are required to treat.
 - It is impractical and cost-prohibitive to separate graywater flow from existing plumbing systems and then collect and treat that graywater with a separate sewer system and graywater treatment facility.
 - While it is impractical to separate graywater from blackwater (water and waste) within existing homes or buildings, new construction could be set up to handle graywater flows separately, but there is nothing in our industry yet that would indicate this could become widespread.
- ICON Engineering (**Exhibit E**), the City's civil engineering code consultant.
 - Position: Advocate for the prohibition of graywater use.
 - There is no apparent benefit to the City's infrastructure for graywater reuse.
- Shums Coda Associates (**Exhibit F**), the City's building code consultant.
 - Position: Advocate for the prohibition of graywater use.
 - Graywater reuse systems can fail in ways that create cross-connection hazards, nuisance conditions, and pathogen exposure risks – especially when maintenance lapses or components are damaged.

Arapahoe County and Greenwood Village:

- City of Greenwood Village (**Exhibit G**).
 - Position: Prohibited graywater use.
 - At the regular meeting of the City Council for Greenwood Village on November 3, 2025, the Council unanimously voted to prohibit the use of graywater in Greenwood Village.
 - It is in the best interests of and necessary for the protection of the health, safety, and welfare of the public.
- Unincorporated Arapahoe County (**Exhibit H**).
 - Position: Prohibited graywater use.

CHERRY HILLS VILLAGE

COLORADO

- At the business meeting for the Arapahoe County Board of County Commissioners on October 14, 2025, the Commissioners unanimously voted to prohibit the use of graywater in unincorporated Arapahoe County.
- There is not sufficient justification to permit the use of graywater systems within unincorporated Arapahoe County, considering factors such as public and environmental health considerations, fiscal impacts of various options, Arapahoe County's capacity to implement and enforce such system uses, and the extent of public demand.

RECOMMENDED CHANGES:

Below is the proposed new language to add to the Municipal Code to implement the direction of the City Council. New language is shown in underline, and removed language is shown in ~~strikethrough~~.

Section 18-5-30. - Installation and Use of Graywater Treatment Works Prohibited.

- (1). It is unlawful to install graywater treatment works or use any graywater within the City of Cherry Hills Village.
- (2). "Graywater" means that portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial, or industrial buildings or institutional facilities before being treated or combined with other wastewater to be put to beneficial uses.
- (3). "Graywater treatment works" means an arrangement of devices and structures used to collect graywater from within a building or facility and to treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.

RECOMMENDED MOTION:

"I move to approve Council Bill 06, Series 2026, a Bill for an Ordinance of the City Council of Cherry Hills Village, amending Article V of Chapter 18 of the Cherry Hills Village Municipal Code by adding a new Section 18-5-30 prohibiting the use of all graywater and the installation of graywater treatment works on first reading."

EXHIBIT(S):

Exhibit A: Council Bill 06, Series 2026
Exhibit B: HB24-1362
Exhibit C: CDPHE Regulation No.86
Exhibit D: CHVSD Email
Exhibit E: ICON Engineering Memo
Exhibit F: Shums Coda Associates Memo
Exhibit G: Greenwood Village Prohibition
Exhibit H: Arapahoe County Prohibition

COUNCIL BILL 06
SERIES OF 2026

INTRODUCED BY _____
SECONDED BY _____

**A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE, AMENDING ARTICLE V OF CHAPTER 18 OF
THE CHERRY HILLS VILLAGE MUNICIPAL CODE BY ADDING A NEW SECTION 18-5-30
PROHIBITING THE USE OF ALL GRAYWATER AND THE INSTALLATION OF GRAYWATER
TREATMENT WORKS**

WHEREAS, pursuant to C.R.S. § 31-15-401, the City of Cherry Hills Village (the “City”) has broad authority to exercise its police powers to promote and protect the health, safety, and welfare of the community and its residents; and

WHEREAS, pursuant Section 1.3 to the City Home Rule Charter, the City may establish municipal water works, sewage disposal works, and water and sewer systems in the manner provided by statute; and

WHEREAS, “graywater” is the portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial or industrial buildings or institutional facilities before being treated or combined with other wastewater to be put to beneficial uses, as defined by Regulation 86 of the Colorado Water Quality Control Commission, Colorado Department of Public Health and Environment (5 CCR 1002-86, June 30, 2015) (“Regulation 86”); and

WHEREAS, in 2013, House Bill 13-1044 authorized the use of graywater systems in municipalities only when authorized locally by ordinance, but pursuant to House Bill 24-1362, effective January 1, 2026, the collection, treatment, and use of graywater is authorized except where prohibited locally; and

WHEREAS, Regulation 86 establishes a complex graywater control scheme which would require the City to develop an oversight program including permitting and design, inspection, and enforcement; and

WHEREAS, the City does not presently have the resources to develop and implement a graywater oversight program; and

WHEREAS, the City Council desires to amend the Cherry Hills Village Municipal Code (the “Municipal Code”) to add a new Section 18-5-30 prohibiting the installation of graywater treatment works and the use of all graywater within the City; and

WHEREAS, the City Council further desires to direct the City Clerk to send notice of this ordinance to the Division of Administration, Department of Public Health and Environment pursuant to C.R.S. § 31-15-601(1)(m)(I)(B).

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

Section 1. Article V of Chapter 18 of the Municipal Code is hereby amended by adding a new Section 18-5-30 entitled, *Installation and Use of Graywater Treatment Works Prohibited*, to read in full as follows:

Section 18-5-30 - Installation and Use of Graywater Treatment Works Prohibited.

- (1) It is unlawful to install graywater treatment works or use any graywater within the City of Cherry Hills Village.
- (2) “Graywater” means that portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial or industrial buildings or institutional facilities before being treated or combined with other wastewater to be put to beneficial uses.
- (3) “Graywater treatment works” means an arrangement of devices and structures used to collect graywater from within a building or a facility and to treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.

Section 2. Notice of Ordinance. The City Clerk is hereby directed to send notice of this ordinance to the Division of Administration, Department of Public Health and Environment pursuant to C.R.S. § 31-15-601(1)(m)(I)(B).

Section 3. Effective Date. This ordinance shall become effective ten (10) days after publication on second reading in accordance with Section 4.5 of the Cherry Hills Village Home Rule Charter.

Section 4. Repeal. Existing ordinances or parts thereof covering the same matters as embraced in this ordinance are hereby repealed as provided in Section 15 of this Ordinance, and any and all ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed as provided in Section 15 of this Ordinance, provided, however, that the repeal of any ordinance or parts of ordinances of the City of Cherry Hills Village shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded, and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 5. Safety. This ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

Section 6. Severability. If any provision of this ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this ordinance are not determined by the court to be inoperable. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion be declared invalid.

Section 7. Codification Amendments. The codifier of the City’s Municipal Code, Municode, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this ordinance within the Cherry Hills Village Municipal Code.

Adopted as Ordinance No. 06, Series 2026, by the City Council
of the City of Cherry Hills Village, Colorado, on the ____ day of
_____, 2026.

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Gillespie, City Clerk

Kathie Guckenberger, City Attorney

Published in the Villager
Published _____
Legal # _____

An Act

HOUSE BILL 24-1362

BY REPRESENTATIVE(S) Lukens and Catlin, McCluskie, Frizell, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, Duran, Epps, Froelich, Hamrick, Hartsook, Herod, Joseph, Kipp, Lieder, Lindstedt, Lynch, Martinez, Marvin, Mauro, McCormick, McLachlan, Ricks, Rutinel, Sirota, Snyder, Taggart, Titone, Valdez, Velasco, Weissman, Willford, Young, English, Soper;
also SENATOR(S) Roberts and Simpson, Bridges, Buckner, Cutter, Exum, Fields, Gardner, Hansen, Jaquez Lewis, Kirkmeyer, Lundeen, Marchman, Michaelson Jenet, Mullica, Pelton B., Pelton R., Priola, Will, Winter F., Zenzinger, Fenberg.

CONCERNING MEASURES TO PROMOTE THE USE OF GRAYWATER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) MAY ADOPT AN ORDINANCE PROHIBITING THE INSTALLATION OF

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

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

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

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

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

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

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

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

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

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

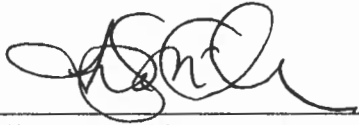
SECTION 5. In Colorado Revised Statutes, 25-8-205.3, **repeal** (2)(c) as follows:

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

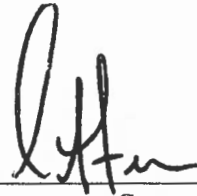
(c) ~~May collect, treat, and use the graywater in an area that is not within the jurisdiction of any city, city and county, or county that has adopted an ordinance or resolution authorizing graywater use pursuant to section 25-8-205 (1)(g)(H);~~

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

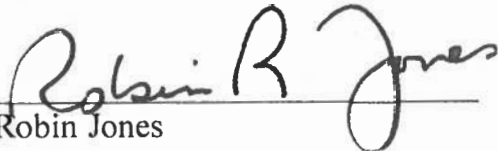
held in November 2024 and, in such case, will take effect January 1, 2026, or on the date of the official declaration of the vote thereon by the governor, whichever is later.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE

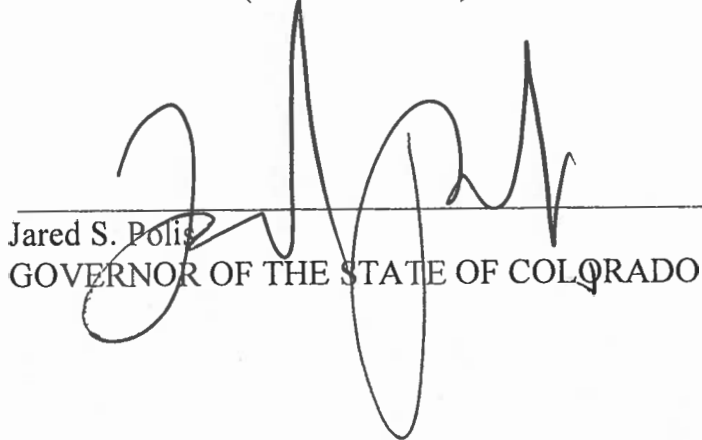


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

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



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Water Quality Control Commission

REGULATION NO. 86 - GRAYWATER CONTROL REGULATION

5 CCR 1002-86

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

86.1 Authority

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

86.2 Purpose and Scope

A. Purpose

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

B. Scope

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

86.3 Severability

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

86.4 Voluntary Local Graywater Control Programs

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

86.5 Materials Incorporated by Reference

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

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

86.6 Applicability

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

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

86.7 Enforcement and Division Oversight

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

86.8 Definitions

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

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- (4) "Backflow Prevention Assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- (5) "Backflow Prevention Method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
- (6) "Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This 1-percent annual chance flood is also referred to as the 100-year flood.
- (7) "Base Flood Elevation (BFE)" - The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.
- (8) "Closed sewerage system" means either a permitted domestic wastewater treatment works, which includes a permitted and properly functioning OWTS with a design capacity more than 2,000 gallons per day (gpd), or a properly functioning and approved or permitted OWTS with a design capacity of 2,000 gpd or less.
- (9) "Commission" means the Water Quality Control Commission created by section 25-8-201, C.R.S.
- (10) "Component" means a subpart of a graywater treatment works which may include multiple devices.
- (11) "Cross-Connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.
- (12) "Design" means the process of selecting and documenting in writing the size, calculations, site specific data, location, equipment specification and configuration of treatment components that match site characteristics and facility use.
- (13) "Design flow" means the estimated volume of graywater per unit of time for which a component or graywater treatment works is designed.
- (14) "Dispersed subsurface irrigation" means a subsurface irrigation system including piping, pumps, and emitters installed throughout an irrigation area.
- (15) "Division" means the Water Quality Control Division of the Colorado Department of Public Health and Environment.
- (16) "ENERGY STAR (ENERGY STAR®)" means the Environmental Protection Agency's designation for energy efficient appliance as authorized by 42 U.S.C. Section 6294a. (Note: Determination of whether the appliance is designated, has an IWF and to determine the IWF, visit the Department of Energy's ENERGY STAR Certified Residential Clothes Washers website: <https://www.energystar.gov/productfinder/product/certified-clothes-washers/>)
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- (17) "Facility" means any building, structure, or installation, or any combination thereof that uses graywater subject to a local graywater control program, is located on one or more contiguous or adjacent properties, and is owned or operated by the same person or legal entity. Facility is synonymous with the term operation.
- (18) "Floodplain (100-year)" means an area adjacent to a river or other watercourse which is subject to flooding as the result of the occurrence of a one hundred (100) year flood, and is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public or environmental health and safety or to property or is designated by the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.
- (19) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot or as designated by the Federal Emergency Management Agency or National Flood Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodway elevation and location.
- (20) "Graywater" means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks.
- (21) "Graywater treatment works" means an arrangement of devices and structures used to: (a) collect graywater from within a building or a facility; and (b) treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.
- (22) "Indirect connection" means a waste pipe from a graywater treatment works that does not connect directly with the closed sewerage system, but that discharges into the closed sewerage system through an air break or air gap into a trap, fixture, receptor, or interceptor.
- (23) "Integrated Water Factor (IWF)" means a measure of water efficiency in gallons of water consumed per cubic foot of capacity.
- (24) "Laundry to Landscape" means a form of graywater treatment works designed to reuse water from a laundry machine for mulch basin subsurface irrigation.
- (25) "Legally responsible party"
 - (1) For a residential property, the legally responsible party is the property owner.
 - (2) For a corporation, the legally responsible party is a responsible corporate officer, either:
 - (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

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

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

Table 8-1 Abbreviations and Acronyms

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

86.9 Administration

A. Local Coordination

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

B. Minimum Requirements for a Local Graywater Control Program

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

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

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

C. Discontinuation of local graywater program

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

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

86.10 Graywater Use Categories

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

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

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

A. Category A1: Laundry to Landscape

Category A1 graywater use must meet the following:

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

B. Category B1: Single family, subsurface irrigation

Category B1 graywater use must meet the following:

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

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

Category B2 graywater use must meet the following:

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

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

Category C1 graywater use must meet the following:

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

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

Category C2 graywater use must meet the following:

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

F. Category D1: Single family rural fire protection

Category D1 graywater use must meet the following:

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

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

Category D2 graywater use must meet the following:

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

86.11 Graywater Treatment Works – Flow Projections

A. Flow projections for all graywater treatment works

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

$$\text{Gpd/occupant} = \text{IWF} \times \text{volume (cu. ft.)} \times \text{average loads per week} / \text{maximum number of days occupied per week}$$

Where:

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

Volume = Capacity of laundry machine

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

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

86.12 Graywater Treatment Works - Design Criteria

A. Design criteria for all graywater treatment works

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

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

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

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

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

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

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

Table 12-1: Graywater Treatment Works Setback Requirements

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

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

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

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

The site evaluation must include:

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

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

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

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

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

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

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

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

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

Where:

The maximum gallons per day allowed is 250 gallons; and

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

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

Where:

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

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

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

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

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

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

Table 12-3: Soil Type and Maximum Absorption Capacity

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

- i. $LA = \text{gpd}/\text{MAC in gal/ft}^2$

Where:

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

MAC = maximum absorption capacity in gallons per square foot

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

86.13 Signage Requirements for Graywater Treatment Works

- A. Signage requirements for non-single family graywater treatment works (Applicable to Graywater Use Categories B2, C2, and D2)
 - 1. All required notifications shall include posting of signs of sufficient size to be clearly read with the language below in the dominant language(s) expected to be spoken at the site.
- B. All non-single family graywater treatment works (Graywater Use Categories: B2, C2, and D2)

All non-single family graywater treatment works must comply with the following signage requirements.

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

86.14 Graywater Use Requirements - Control Measures

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

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

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

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

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

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

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

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

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

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

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

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

86.15 Operation and Maintenance Manual

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

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

86.16 Operation by Designated Responsible Person and Certified Operator

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

86.17 - 86.20 Reserved

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

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

BASIS AND PURPOSE

I. Purpose

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

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

II. House Bill 13-1044 Background

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

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

III. Regulatory Goals

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

IV. Applicability

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

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

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

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

V. Enforcement and Division Oversight

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

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

VI. Definitions

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

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

VII. Administration

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

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

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

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

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

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

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

VIII. Graywater Categories

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

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

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

IX. Control Measures

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

A. Control measures required for all graywater uses

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

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

B. Additional control measures required for subsurface irrigation use

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

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

C. Additional control measures required for indoor toilet flushing use

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

X. **Treatment Works Design Criteria**

A. Design criteria treatment basis

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

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

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

B. Flow projections

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

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

C. General graywater treatment works design criteria

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

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

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

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

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

D. Additional design criteria for Categories A and B

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

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

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

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

F. Signage requirements for non-single family users

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

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

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

H. Disinfection requirements for Category C and D systems

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

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

I. Professional Engineers for Category D systems

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

XI. Irrigation System Design Criteria

A. General design criteria basis

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

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

B. Irrigation system requirements for Single Family irrigation system

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

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

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

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

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

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

BASIS AND PURPOSE

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

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

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

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

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

BASIS AND PURPOSE

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

I. Improved Clarification and Organization

A. Applicability for Existing Graywater Treatment Works and Regulatory Revisions

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

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

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

C. Local Graywater Ordinances and Resolutions

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

D. New Definitions

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

II. New Graywater Treatment Works and Use Categories

A. Laundry to Landscape Graywater Treatment Works

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

B. Edible Crops

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

C. Rural Fire Protection

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

III. Adjustment to Labeling of Graywater Use Categories

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

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

IV. Updates to Flow Projections and Design Criteria

A. Laundry Machine Flow Projections

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

B. New Equation for Mulch Basin Design Criteria

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

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

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

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

V. Certified Operator Responsibilities

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

Editor's Notes

History

Entire rule eff. 06/30/2015.

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

Entire rule eff. 01/14/2024.

Hi Jay,

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

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

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

Engineering Considerations:

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

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

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

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

Legislation Considerations:

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

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

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

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

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

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

Kathy

Kathy L. McKune, CWP

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January 28, 2026

Paul Workman
Community Development Director
pworkman@cherryhillsvillage.com

RE: Graywater

Paul:

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

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

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

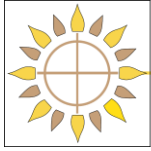
Graywater reuse within the City of Cherry Hills Village provides marginal public benefit to properties that are connected to the various sanitation districts within the city. Graywater reuse on 'well-septic' properties still has the same increased maintenance risks, but by virtue of being on-site systems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

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

Sincerely,
ICON Engineering, Inc.

A handwritten signature in black ink, appearing to read "TCarmann", is written over a thin horizontal line.

Troy W. Carmann, PE CFM | President
tcarmann@iconeng.com | (303)221-0802 c(303)910-8198



**SHUMS CODA
ASSOCIATES**

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(303) 400-6564
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January 28, 2026

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

Re: Graywater Allowance in the City of Cherry Hills Village

To Whom it May Concern:

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

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

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

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

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

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

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

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

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

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

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

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

Regards,



Cole Cloward
Colorado Regional Manager/CFM/Acting Cherry Hills Village CBO
Cell: (303) 217-5336 Main: (303) 400-6564
cole.cloward@shumscoda.com



SHUMS CODA
ASSOCIATES

A Bill for an Ordinance

Ordinance No. 12

Series of 2025

Introduced by: Councilmember Johnston

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

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

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

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

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

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

Section 1. Findings

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

Section 2. Prohibition

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

Section 3. Repealer

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

Section 4. Effective Date

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

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

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC, City Clerk

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

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC, City Clerk

Effective: November 12, 2025

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

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

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

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

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

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

The vote was:

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

The Chair declared the motion carried and so ordered.

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
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Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 10d

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR
LAURA GILLESPIE, CITY CLERK

SUBJECT: RESOLUTION 16, SERIES 2026, AMENDING THE FEE SCHEDULE

DATE: MAY 19, 2026

ISSUE:

Should the City Council (“Council”) vote to approve Resolution 16, Series 2026 (**Exhibit A**), a resolution of the City of Cherry Hills Village to amend the fee schedule?

DISCUSSION:

Fee Analysis

At the December 2025 meeting, Council directed staff to conduct an analysis of fees in order to confirm that the fees provide a reasonable relationship to the costs of regulation, administration, and enforcement incurred by the City. The first group of fees City staff is applying this new process to are fees for administrative licenses (business licenses, liquor licenses, and security guard licenses). Staff’s analysis is outlined in **Exhibit B**.

Business Licenses

Staff does not recommend any change to the business license fee at this time. The current fee of \$25 is close to the calculated staff time at \$27.71. Staff will continue to monitor this process and will plan to increase the fee if staff time reaches \$30.

Liquor Licenses

Staff does not recommend any change to the liquor license fees at this time. When all license types are combined, the current fee total of \$1,630 is lower than the calculated staff time of \$2,945.42. Although the City does not recuperate all of its costs with the current fees, local liquor license fees are limited by the state and the City charges the maximum allowed by the state.

CHERRY HILLS VILLAGE COLORADO

Security Guard Licenses

Staff recommends changes to the security guard license fees. After review of the process and associated staff time with the Police Department, staff has determined that all staff time is covered by the current application and renewal fees, and staff recommends amending the guard fees to \$0. Staff believes the guard fees are a hold over from when the Police Department was responsible for conducting background checks and providing security badges. These responsibilities were shifted to the security guard businesses in 2004 but the associated guard fees were not addressed. Staff will work on a council bill to remove the guard fees from the Municipal Code for Council's consideration at a future meeting.

Next Steps

Staff will choose another group of fees to analyze in detail next year.

Fences Along State Highways

On January 20, 2026, during a continuing discussion related to fences along state highways, the majority of the Council desired to reduce the building permit fee for this work in an effort to encourage the replacement of dilapidated fences. A copy of the Council's minutes are attached as **Exhibit C**.

City Council Recordings:

In the links below the Council can watch the previous discussions:

[April 16, 2024, City Council Meeting](#) – See 20:38 to 57:48

[May 7, 2024, City Council Meeting](#) – See 30:35 to 33:35

[June 3, 2025, City Council Meeting](#) – See 6:32 to 1:05:01

[July 15, 2025, City Council Meeting](#) – See 4:40 to 49:31 and 3:25:03 to 3:59:10

[January 20, 2026, City Council Meeting](#) – See 49:31 to 1:52:48

Current Permit Fees for Fences

The building permit fee for fences and any other building permit is based on the valuation (labor and materials) of the project. If the valuation is \$2,000 or less, there is a flat fee of \$20. If the valuation is \$2,001 or greater, the building permit fee is 1% of the valuation¹. Between January 1, 2025, and April 1, 2026, the City has received 69 fence permits with a total valuation of roughly \$4,700,000, which is about \$40,000 in building permit fees. In this same timeframe, there has been one permit submitted for which the reduced fee would apply. That valuation was \$39,638 with a permit fee of \$396.38.

Recommended Permit Fee Reduction

Staff's recommendation is based on the Council's expressed desire during the January 20, 2026, meeting to encourage the replacement of existing nonconforming fences adjacent to state highways to improve the aesthetic of the fences. Based on this desire, staff is proposing a 50% reduction (.5% of the valuation) in the permit fee for these fences. Specifically, *The Municipal Code-Based Fees, Costs and Deposits* table (**Exhibit D**) approved via Resolution No. 32, Series 2025, would be amended as follows, with additions shown in underline:

¹ The building permit fee does **not** include the Arapahoe County Use Tax or the Plan Review Fee charged by the City's consultants.

CHERRY HILLS VILLAGE
COLORADO

Building Regulations ²	
Table 1-A	
Building Permit Fees	
TOTAL VALUATION	FEES
\$1.00 TO \$2,000.00	\$20.00
\$2,001.00 and up	1% of valuation
<u>Table 1-A-1</u>	
<u>Building Permit Fees for Legally Nonconforming Fences Adjacent to State Highways</u>	
<u>TOTAL VALUATION</u>	<u>FEE</u>
<u>\$1.00 and up</u>	<u>.5% of valuation</u>

RECOMMENDED MOTION:

“I move to approve Resolution 16, Series 2026, a resolution of the City of Cherry Hills Village to amend the fee schedule.”

EXHIBIT(S):

Exhibit A: Resolution 16, Series 2026

Exhibit B: Fee Analysis

Exhibit C: January 20, 2026, City Council Meeting Minutes

Exhibit D: The Municipal Code-Based Fees, Costs and Deposits

² The totality of this table has not been included for brevity and clarity.

**RESOLUTION NO. 16
SERIES 2026**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
AMENDING THE FEE SCHEDULE**

WHEREAS, the City of Cherry Hills Village (“City”) is authorized to establish fees to cover the cost of issuing and administering licenses for conducting business within the City as well as the cost of processing applications and providing services; and

WHEREAS, pursuant to Section 1-1-80 of the Cherry Hills Village Municipal Code (“Code”), the City Council is authorized to adopt fees, costs, deposits, and other such charges required by the Code by resolution; and

WHEREAS, City Council approved Resolution 6, Series 2020, adopting a fee schedule and amended the fee schedule with Resolution 17, Series 2021, Resolution 3, Series 2022, Resolution 46, Series 2023, and Resolution 32, Series 2025; and

WHEREAS, City Council finds it is necessary to update certain fees; and

WHEREAS, City Council wishes to encourage the replacement of legally nonconforming fences adjacent to state highways to further the health, safety, and welfare of the community, and City Council finds that the fees, costs, deposits, and other such charges set forth herein are necessary to cover the costs of providing services and processing applications for permits, and related expenses for these fences to ensure compliance with the laws of the State and the ordinances of the City; and

WHEREAS, at the direction of City Council, staff conducted an analysis of business license fees, liquor license fees, and security guard license fees to confirm that the fees provide a reasonable relationship to the costs of regulation, administration, and enforcement incurred by the City; and

WHEREAS, based on this analysis staff recommends no changes to business license fees or liquor license fees and staff recommends reducing the security guard license guard fees to \$0; and

WHEREAS, the fees set forth herein provide a reasonable relationship to the costs of regulation, administration, and enforcement incurred by the City.

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

Section 1. The City Council hereby adopts the following fees as the City's Fee Schedule:

Municipal Code-Based Fees, Costs and Deposits		
Code Section	Fee/Charge	Amount
Licenses		
4-4-30	Retail sales tax license fee	\$0 fee
6-1-50	Business license fee	\$25 annual fee
Article II of Chapter 6	Liquor license fee (maximum authorized by the State unless otherwise set by City Council resolution)	Maximum authorized by the State
	Liquor license application fee (maximum authorized by the State unless otherwise set by City Council resolution)	Special Event Liquor Permit - \$25 Optional administrative fee for notice posting - \$25 Modification of Premises - \$100
6-3-60	Security Guard Business Licenses	
	Application fee	Initial — \$100.00 Renewal — \$50.00
	Guard fee	\$0
Health, Sanitation and Animals		
7-3-50	Assessment of costs and additional cost to cover inspection and other incidental costs to the City	Actual costs to City for remediation, and additional cost of \$25 or 5% of the actual costs, whichever is more
7-5-310	Dog registration fee	\$10.00 per dog

Streets, Sidewalks and Public Property			
Article II of Chapter 11	Public right-of-way permit fees		See Construction and Excavation Fee Schedule
11-5-40	Petition for vacation		\$100.00 application fee plus \$10,000.00 initial deposit or other amount associated with cost of processing application, as determined by City Manager
Municipal Utilities			
13-1-10	Water and Sanitary Sewer Tap Fees		
	Water Tap Size	Water Tap Fee	Sewer Tap Fee
	3/4"	\$2,000	\$10,000
	1"	\$3,000	\$16,700
	1 1/2"	\$5,000	\$33,300
	2"	\$9,000	\$53,300
	3"	\$19,000	\$106,700
	4"	\$37,000	\$166,700
	6"	\$97,000	\$333,300
	Annual Sewer Service Fee		\$430.00
	Delinquent Charges		1% monthly plus attorney's fees and collection costs
	Administration Fee		\$25 per quarter for late sewer payment

Annexations			
15-1-30	Annexation fee	\$300.00	
Zoning			
16-7-120	Approval or Permit	Application Fees	Initial Deposit
	Administrative Amendments to Conditional Uses	\$100.00	\$2,000.00
	Major Home Occupation Permit	\$100.00	N/A
	Temporary Use Permit	\$20.00	N/A
	Infrastructure Construction Plans	See Article II of Chapter 11	See Article II of Chapter 11
	Site Plan or Site Plan Amendment	\$300.00	\$5,000.00
	Legal Nonconforming Certification	N/A	\$2,000.00
	Nonconforming Short-Term Rental License	License Application Fee \$750.00; Annual License Renewal Fee \$500.00	N/A
16-7-130	Approval or Permit	Application Fees	Initial Deposit
	Conditional Use Permit	\$500.00	\$3,000.00
	Rezoning	\$300.00 plus \$100.00 for more than 1 unit created by rezoning; all costs incurred for required certified notices	\$5,000.00 plus \$100.00/each unit of increased density

	Major Special Event Permit	\$300.00	\$5,000.00
	Site Plan or Site Plan Amendment	\$300.00	\$5,000.00
	Development Agreement; Improvements Agreement; Public Improvements Agreement (however titled)	Vested Property Rights Application Fee - \$200.00	Vested Property Rights Initial Deposit - \$2,000.00
	Floodplain Development Permit	\$300.00 plus \$50.00/each lot or unit; all costs incurred for required certified notices	\$3,000.00
	Vacation of Easement or Right-of-Way	See 11-5-40	See 11-5-40
	Variance (Board of Adjustment and Appeals)	\$200.00; all costs incurred for required certified notices	\$2,000.00
	Floodplain Variance	\$100.00	\$2,000.00
	Administrative Appeals	\$100.00	\$2,000.00
Subdivisions			
17-3-20	Subdivision preliminary plat submittal fee	\$300.00 plus \$100.00 per lot	
17-3-20	Subdivision escrow payment	\$5,000.00 initial deposit plus \$200.00 per lot	
17-3-30	Land dedication or cash payment fee	7.5% of the gross area of all land being subdivided or fair market value payment	

17-3-340	Minor subdivision, minor plat amendment application fee	\$150.00 plus escrow deposit (see 17-3-20) and land dedication requirements (see 17-3-30)
17-6-30	Lot consolidation and/or minor lot adjustment	Application fee — \$150.00 Initial escrow deposit — \$3,000.00
Building Regulations		
Chapter 18	Permit, plan review and elevator inspection fees	Tables 1-A — 1-F below:
	Refunds, less an administrative fee	\$50 administrative fee
	Table 1-A Building Permit Fees	
	TOTAL VALUATION	FEES
	\$1.00 to \$2,000.00	\$20.00
	\$2,001.00 and up	1% of valuation
	Table 1-A-1 Building Permit Fees for Legally Nonconforming Fences Adjacent to State Highways	
	TOTAL VALUATION	FEES
	\$1.00 and up	0.5% of valuation
	Table 1-B Electrical Permit Fees for Nonresidential Buildings and Residential Alteration or Additions	
	PROJECT VALUATION	FEES
	Up to \$300.00	\$50.00
	To \$2,000.00	\$55.00

	To \$50,000.00	\$21.75 per \$1,000.00 or fraction thereof of the total valuation
	To \$500,000.00	\$20.50 per \$1,000.00 or fraction thereof of the total valuation plus \$57.50
	Over \$500,000.00	\$19.50 per \$1,000.00 or fraction thereof of the total valuation plus \$632.50
	Table 1-C Electrical Permit Fees for New Residential Buildings	
	BUILDING AREA	FEES
	Not more than 1,000 sq. ft.	\$51.75
	Over 1,000 sq. ft. and not more than 1,500 sq. ft.	\$69.00
	Over 1,500 sq. ft. and not more than 2,000 sq. ft.	\$86.25
	Over 2,000 sq. ft.	\$4.60 per 100 sq. ft. in excess of 2,000 sq. ft.
	Table 1-D Building, Electrical Plan Review and Other Fees	
	PROJECT TYPE	FEES
	Nonresidential Structures Including: Churches, Schools, Nonprofit Recreational and Commercial Facilities	\$1,700.00 minimum – review beyond 10 hours charged at per hour rate
	Nonresidential Remodels	\$340.00 minimum – review beyond 2 hours charged at per hour rate
	New Home/Scrape and Rebuild - more than 50% of Existing Square Footage	\$1,360.00 minimum – review beyond 8 hours charged at per hour rate

	Additions - less than 50% of Existing Square Footage	\$680.00 minimum – review beyond 4 hours charged at hourly rate
	Remodel With No New Square Footage	\$340.00 minimum – review beyond 2 hours charged at hourly rate
	Accessory and Recreational Structures	\$340.00 minimum – review beyond 2 hours charged at hourly rate
	Additional Plan Review beyond hours noted above	\$170.00 per hour, minimum 1 hour
	Investigation Fee	Same fee as building permit fee or \$170.00, whichever is more
	Reinspection Fee	\$110.00
	Duplicate Inspection Record Card	\$50.00
	Drainage Review	\$195.00 per hour
	Electrical Reviews: All New & Remodels for Commercial and Residential 400 Amp. Services & Greater	\$340.00 minimum – review beyond 2 hours charged at hourly rate
	Engineering Review - for review of all lots located within the designated 100-year floodplain and for review of drainage plans as required for all new structures and additions that increase square footage by more than 50%	\$195.00 per hour, minimum 1 hour
	Table 1-E Elevator Inspection Fees	
	ANNUAL CERTIFICATES OF INSPECTION	FEES
	For each elevator, dumbwaiter or lift	\$240.00

	For each escalator or moving walk	\$1,500.00
	Special Inspection not otherwise covered, e.g.. Construction use, temporary use, minor modernization and safety test witnessing	\$150.00 per hour
	5 YR WITNESS SAFETY TEST	FEES
	5 Year Hydraulic Witnessed Test	\$230.00
	5 Year Traction Witnessed Test	\$460.00
	PLAN REVIEW FEES	FEES
	Commercial Elevator or Escalator – including plan review, progress inspections and final acceptance inspection (New Installation or Major Modernization/Alteration)	\$925.00
	Residential Elevator, Platform lift, or dumbwaiter – including plan review, 1 progress inspection, and final acceptance inspection	\$600.00
	Table 1-F Green Building Plan Review Fees	
	BUILDING AREA	FEES
	1,400 sq. ft. up to 6,000 sq. ft.	\$480.00 minimum for 3 hours review
	6,001 sq. ft. up to 8,000 sq. ft.	\$640.00 minimum for 4 hours review
	8,001 sq. ft. up to 10,000 sq. ft.	\$800.00 minimum for 5 hours review
	10,001 sq. ft. and up	\$960.00 minimum for 6 hours review
	Additional Plan Review beyond hours noted above	\$160.00 per hour, minimum 1 hour

18-12-60	Construction Times Waiver Application Fee	\$200.00
18-13-20	Service Expansion Fee	Amount
	Building	\$0.90 per square foot
	Garage/swimming pool/spa	\$0.40 per square foot
	Sport courts (including tennis, basketball and other similar sport courts)	\$0.10 per square foot
Stormwater Quality and Control		
19-1-80	Stormwater Construction Permit	
	Administration Fee	\$300.00
	Plan Review Fee	\$390.00 minimum – review beyond 2 hours charged at rate of \$195/hour
	Performance Bond	\$1,000.00 or actual cost of construction of all BMP's, whichever is greater
Wireless Telecommunications Facilities		
20-3-125	Wireless telecommunication facilities application	Fee — \$500.00 Initial deposit — \$3,000.00

Section 2. This Resolution shall be effective on the effective date of Ordinance 4, Series 2026, [insert title of that ordinance].

Section 3. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

Section 4. Severability. If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

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

(SEAL)

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

License/Permit	Clerk Time	Rate	Fee	Crew Time	Rate	Fee	Cmndr Time	Rate	Fee	Director Time	Rate	Fee	Assist Attny Time	Rate	Fee	Staff Time	Current Fee	% Difference
Business License	48	\$35.00	\$28.00	0	\$35.00	\$0.00	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$28.00	\$25.00	-12.00%

License/Permit	Clerk Time	Rate	Fee	Crew Time	Rate	Fee	Cmndr Time	Rate	Fee	Director Time	Rate	Fee	Assist Attny Time	Rate	Fee	Staff Time	Current Fee*	% Difference
*Liquor License - ownership transfer with temporary permit	185	\$35.00	\$107.92	0	\$35.00	\$0.00	5	\$70.00	\$5.83	5	\$70.00	\$5.83	340	\$220.00	\$1,246.67	\$1,366.25	\$1,175.00	-16.28%
*Liquor License - renewal	70	\$35.00	\$40.83	0	\$35.00	\$0.00	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$40.83	\$175.00	76.67%
*Liquor License - manager/president registrations	40	\$35.00	\$23.33	0	\$35.00	\$0.00	5	\$70.00	\$5.83	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$29.17	\$30.00	2.78%
*Liquor License - modification of premises (minor)	35	\$35.00	\$20.42	0	\$35.00	\$0.00	0	\$70.00	\$0.00	5	\$70.00	\$5.83	0	\$220.00	\$0.00	\$26.25	\$100.00	73.75%
*Liquor License - modification of premises (major)	240	\$35.00	\$140.00	0	\$35.00	\$0.00	0	\$70.00	\$0.00	60	\$70.00	\$70.00	340	\$220.00	\$1,246.67	\$1,456.67	\$100.00	-1356.67%
Special Event Liquor Permit - admin	40	\$35.00	\$23.33	0	\$35.00	\$0.00	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$23.33	\$25.00	6.67%
Special Event Liquor Permit - notice posting	10	\$35.00	\$5.83	30	\$35.00	\$17.50	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$23.33	\$25.00	6.67%
																\$2,965.83	\$1,630.00	-81.95%
*liquor license fees are limited by state statute																		

License/Permit	Clerk Time	Rate	Fee	Crew Time	Rate	Fee	Cmndr Time	Rate	Fee	Director Time	Rate	Fee	Assist Attny Time	Rate	Fee	Staff Time	Current Fee	% Difference
Security Guard License - app fee - initial	65	\$35.00	\$37.92	0	\$35.00	\$0.00	45	\$70.00	\$52.50	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$90.42	\$100.00	9.58%
Security Guard License - app fee - renewal	40	\$35.00	\$23.33	0	\$35.00	\$0.00	15	\$70.00	\$17.50	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$40.83	\$50.00	18.33%
Security Guard License - guard fee - tier 1	0	\$35.00	\$0.00	0	\$35.00	\$0.00	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$0.00	\$50.00	100.00%
Security Guard License - guard fee - tier 2	0	\$35.00	\$0.00	0	\$35.00	\$0.00	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$0.00	\$100.00	100.00%
Security Guard License - guard fee - tier 3	0	\$35.00	\$0.00	0	\$35.00	\$0.00	0	\$70.00	\$0.00	0	\$70.00	\$0.00	0	\$220.00	\$0.00	\$0.00	\$150.00	100.00%

RECORD OF PROCEEDINGS

Minutes of the City Council of the City of Cherry Hills Village, Colorado
held on Tuesday, January 20, 2026, at 6:30 PM
at City Hall, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113

CALL TO ORDER

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

ROLL CALL OF MEMBERS

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

PRESENTATIONS**Police Department Recognition of Officer Ryan Belding**

Police Chief Lyons presented the Life Saving Award to Officer Ryan Belding for his actions on October 19, 2025. Chief Lyons described how Officer Belding responded to a report of a collapsed bicyclist on South Colorado Boulevard near the High Line Canal. Upon arrival, Officer Belding found an unconscious male with no pulse and only sporadic breathing. He immediately began CPR and continued until medical personnel arrived, after which he assisted with AED deployment. Chief Lyons noted that South Metro Fire Rescue credited the individual's survival to Officer Belding's prompt actions. Chief Lyons shared that he recently had the privilege of visiting the saved individual at Swedish Hospital with Officer Belding, describing it as a moving experience to witness the individual's gratitude.

Police Department Recognition of Officer John Bayman

Police Chief Lyons recognized Officer John Bayman for his extraordinary 40 years of service to the Cherry Hills Village Police Department and the City. Chief Lyons detailed Officer Bayman's career since January 1986. Chief Lyons outlined Officer Bayman's numerous roles over four decades, including field training officer, motorcycle officer, DUI enforcement liaison, technical accident investigator, crisis intervention team coordinator, and roles in code enforcement and stormwater inspection. Chief Lyons noted that Officer Bayman had been honored as Mothers Against Drunk Driving's DUI Officer of the Year in 2000, and mentioned his personal interests in aviation as a fixed wing pilot with helicopter training. Chief Lyons emphasized Officer Bayman's leadership, versatility, and unwavering commitment to the community, noting he has been married for 30 years and raised two sons.

AUDIENCE PARTICIPATION PERIOD

None.

REPORTS FROM MEMBERS OF CITY BOARDS AND COMMISSIONS

None.

CONSENT AGENDA

Mayor Brown removed Item 7a. Approval of January 6, 2026 Minutes.

RECORD OF PROCEEDINGS

ITEMS REMOVED FROM CONSENT AGENDA

Item 7a. Approval of January 6, 2026 Minutes

Mayor Brown acknowledged that City Clerk Gillespie was using a new artificial intelligence tool to help with meeting minutes. She expressed that the minutes were very detailed but she had some concerns about certain passages. Mayor Brown pointed out specific inconsistencies on pages 5, 6, 7, 8, 9, and 10, including statements attributed to her that she felt mischaracterized her comments, and awkward phrasing in a passage about maximizing playing conditions related to water usage.

City Clerk Gillespie confirmed that the new AI tool takes a transcript of the recording, which staff then reviews, and creates minutes from that transcript, which staff also reviews.

The Council engaged in a broader discussion about whether written minutes or recordings constitute the official record of meetings. City Attorney Guckenberger clarified that under state law, the minutes are the official record. City Manager Cramer noted that this often leads cities to create briefer action minutes to avoid potential conflicts with recordings.

Mayor Brown expressed appreciation for the detailed nature of the minutes, noting their searchability is invaluable for historical reference, and suggested that despite some inconsistencies, the time savings for staff made the new process worthwhile.

The Council agreed to several specific amendments to the minutes.

Mayor Pro Tem Hoellen moved, seconded by Councilor Maguire, to approve the minutes as amended.

The motion passed unanimously.

UNFINISHED BUSINESS

Fences Adjacent to State Highways

Director Workman presented the follow-up discussion regarding fences adjacent to state highways. Background information on the Council's previous discussions on this topic and their referral to the Planning and Zoning Commission, including the Commission's recommendation, was in the staff memorandum.

In September 2025, the Planning and Zoning Commission discussed this topic and voted unanimously to recommend that the Council grandfather existing fences. They cited four reasons: relatively small number of properties impacted; many impacted fences are maintained by HOAs and generally in good condition; general cost for fencing, specifically for fencing adjacent to state highways which can often be taller and have more opacity; and cost and time associated with administering new code provisions.

Director Workman explained that should Council decide to move forward with grandfathering, the staff memorandum included potential language to add a section to the nonconforming fence section of the Municipal Code that would allow for lawful reconstruction with a like for like condition. If a resident wanted any changes to the like for like condition, they would be required to comply with current regulations for fences adjacent to state highways, including offsets or landscaping features.

Councilor Maguire asked for clarification that this discussion was limited to fences on state highways, which Director Workman confirmed means Hampden, University, and Belleview, not Clarkson, Holly, Happy Canyon, or Colorado. Councilor Maguire questioned if the Commission knew for sure that number of properties impacted is small. Director Workman replied that was an anecdotal observation from the Commission. Councilor Maguire asked if the time needed to administer a new code

RECORD OF PROCEEDINGS

provision would be much different than administering the old code provision. Director Workman replied it would depend on the details of the new code provision.

Councilor Maguire recalled during a previous Council discussion on this topic the option of a different variance procedure for fences along state highways. She asked if that was what was contemplated with the administrative process that the Commission considered. Director Workman confirmed that based on the last Council conversation, staff was directed to present to the Commission both the grandfathering option and an option to create criteria within the Code authorizing the Director to issue permits for reconstruction of legally nonconforming fences.

Councilor Maguire asked if current fences were compliant with standards when originally installed. Mayor Brown replied the fencing ordinance changed to create setback standards, indents, and landscaping requirements in 2015. Director Workman indicated most existing fences today are likely legally nonconforming, meaning they were constructed in accordance with the pre-2015 Code.

Councilor Robinson noted the intent of Council's discussion is to encourage residents to repair and improve their fences. Mayor Pro Tem Hoellen recalled the suggestion of grandfathering for a limited time period of 2-5 years to incentivize reconstruction.

Mayor Pro Tem Hoellen suggested allowing "like for like or better" rather than just "like for like". Director Workman cautioned that "or better" could be subjective and asked Council to provide a clear definition of "or better" if they chose to go that route. Mayor Pro Tem Hoellen expressed concern with the current variance procedure resulting in the Board of Adjustment and Appeals (BOAA) making aesthetic judgment calls if a fence reconstruction was proposed with a better material but not conformance to current standards. Mayor Brown replied that variance application would not be approved because it would not meet all the variance criteria. Mayor Pro Tem Hoellen disagreed. Councilor Eber stated that to him, like for like means in the same location, not necessarily the same materials. Councilor Maguire asked about height and opacity. Councilor Eber stated he favored the specific variance option that focused on tree preservation related to fence reconstruction. Councilor Heller asked staff if it would be difficult to administer an "or better" option. Director Workman replied it would likely be more difficult because regardless of how specific Council is in defining "or better" there would always be some level of subjectivity that would increase the possibility for a grievance to be brought to the BOAA about staff's decision. Council discussed how tree preservation related to fence reconstruction might be dealt with under the current variance criteria.

Councilor Fisher asked if the Commission discussed limiting grandfathering to 2-5 years. Director Workman replied they had not since that had not been included in Council's direction to the Commission. Councilor Fisher asked if there were any illegally nonconforming fences on state highways. Director Workman replied there likely were. Councilor Fisher asked if staff would send a letter to all property owners along state highways notifying them about the grandfathering and outlining the regulations. Director Workman replied that is not typical procedure for text amendments but staff could do so if that is the direction from Council.

Councilor Robinson supported grandfathering like for like with a timeframe and notification. Director Workman asked if at the end of the 2-5 year timeframe, property owners would have to meet the then-current fence regulations or apply for a variance. Councilor Robinson agreed. City Attorney Guckenberger asked if it would be helpful for staff to include opacity, height, location, and alignment specifics to define "like for like" in the proposed code amendment language. Mayor Pro Tem Hoellen agreed.

Councilor Heller expressed concern that grandfathering for a timeframe is kicking the can down the road. Mayor Brown replied the City could not force anyone to replace their fence so the timeframe is meant to incentivize fence replacement. City Manager Cramer added reduced permit fees could be another incentive. Councilor Heller asked about the goal of any code changes. City Manager Cramer replied it could be conformance with

RECORD OF PROCEEDINGS

the current code or it could be incentivizing fence replacement like for like. Councilors Robinson and Heller expressed support for reduced permit fees as an added incentive.

Council discussed the current 25% replacement allowance over multiple years and how likely it is for residents to do that, and the limited number of properties grandfathering might be for.

Mayor Brown summarized the consensus as grandfathering with a time limit (5 years was suggested), with notice by mail to people adjacent to state highways. Councilor Eber suggested 2 years instead of 5 years. Mayor Brown stated the remainder of Council seemed to be in agreement with 5 years. Councilor Heller suggested an incentive for people to build to the current code. Councilor Robinson suggested reduced permit fees.

City Manager Cramer stated staff had enough direction to move forward with a draft Code amendment. Director Workman added the draft amendment will go back to the Planning and Zoning Commission first for their recommendation, then will be brought to Council for consideration.

NEW BUSINESS

Council Bill 01, Series 2026; Adding a New Article II to Chapter 13 of the Cherry Hills Municipal Code Enacting an Industrial Pretreatment Program (first reading)

Deputy City Manager/Director Goldie presented Council Bill 1, Series 2026, adding a new Article II to Chapter 13 (Municipal utilities chapter) regarding an industrial pretreatment program. He explained that in 2016, the EPA instructed Englewood to establish an interjurisdictional agreement providing authority to implement an industrial pretreatment program. In 2017, Englewood approached Cherry Hills Village and the two cities amended their IGA, believing that would be sufficient to meet the EPA's requirements. Last year, Englewood notified Cherry Hills Village that the IGA was insufficient to meet EPA standards and CHV needs to amend their Municipal Code. Staff worked with the City Attorney and Englewood's attorneys to ensure the proposed ordinance meets the intent and satisfies the requirements.

Deputy City Manager/Director Goldie noted the industrial pretreatment program only applies to one sewer user, as Cherry Hills Country Club is the only industrial user in the City's district, but would also apply if residents were to put pollutants into the system.

Councilor Maguire asked if they were delegating all Cherry Hills responsibilities under this code to Englewood. Deputy City Manager/Director Goldie confirmed CHV had already delegated those responsibilities in the amended IGA, with Englewood doing all permitting, inspections, and notices.

Councilor Robinson asked if staff was aware of any discharges, and Deputy City Manager/Director Goldie confirmed he knew of none in his 20 years that would violate industrial pretreatment.

Mayor Pro Tem Hoellen questioned whether CHV lacks capacity to administer this internally. Deputy City Manager/Director Goldie confirmed CHV lacks staff, permitting processes, and certified operators, and it would be uneconomic to develop this capacity, which is why CHV contracted with Englewood.

Mayor Pro Tem Hoellen questioned a provision on page 17 about delegating authority and police powers to another entity including Englewood, asking if changing designees would require code amendment. City Attorney Guckenberger indicated this would be a remote possibility given their IGA obligations.

Councilor Heller asked about the strict liability provision on page 2 of 66. City Attorney Guckenberger explained it means intent is not a defense to violations. However, intention may be considered in aggravation or mitigation of penalties.

RECORD OF PROCEEDINGS

Councilor Maguire moved, seconded by Councilor Robinson, to approve on first reading Council Bill 01, Series 2026, adding a new Article II to Chapter 13 of the Cherry Hills Municipal Code enacting an industrial pretreatment program.

The following votes were recorded:

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

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

Resolution 5, Series 2026; Accepting a Donation from the Cherry Hills Village Police Foundation on Behalf of the Cherry Hills Village Police Department

Chief Lyons presented Resolution 5, Series 2026 accepting a donation from the Cherry Hills Village Police Foundation. The foundation had another good year with significant donations in 2025, two of which were restricted for specific equipment purchase. One family donated \$30,000 toward this endeavor, and another \$7,000 was donated by the 2025 graduating class of the Citizens Police Academy.

Chief Lyons explained the equipment is called TruNarc and it allows scientific analysis of suspected drug materials without requiring officers to expose themselves to the materials. The equipment uses a laser to identify suspected drug material and provides immediate results so people can be charged with possession. Officers no longer need to manually test materials by opening containers and using liquids or ampules for presumptive positive results.

Councilor Eber moved, seconded by Councilor Maguire, to approve Resolution 5, Series 2026, accepting a donation from the Cherry Hills Village Police Foundation on behalf of the Cherry Hills Village Police Department.

The motion passed unanimously.

Mayor Brown thanked the community for generous contributions and continued support for police officers and the Police Foundation.

**RECESS OF THE CITY COUNCIL
TO CONVENE AS THE CHERRY HILLS VILLAGE CHARLOU PARK 3RD FILING
GENERAL IMPROVEMENT DISTRICT BOARD**

Mayor Brown recessed the City Council meeting and convened the meeting of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District Board.

**MEETING OF THE CHERRY HILLS VILLAGE CHARLOU PARK 3RD FILING
GENERAL IMPROVEMENT DISTRICT**

Chair Brown called the meeting to order at 8:20 PM.

ROLL CALL OF MEMBERS

The City Council for the City of Cherry Hills Village serving ex-officio as the Board of Directors of the Cherry Hills Village Charlou Park 3rd Filing General Improvement District: 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.

Absent: none.

Also present were the administrative staff of the City serving as the administrative staff of the GID: City Manager Chris Cramer, City Attorney Kathie Guckenberger, Deputy

RECORD OF PROCEEDINGS

City Manager/Public Works Director Jay Goldie, Community Development Director Paul Workman, Finance Director Kelly Newman, Police Chief Jason Lyons, and City Clerk Laura Gillespie.

CONSENT AGENDA

Vice Chair Hoellen moved, seconded by Board Member Maguire, to approve the following items on the Consent Agenda:

13a. Approval of January 6, 2026 Minutes

The motion passed unanimously.

ITEMS REMOVED FROM THE CONSENT AGENDA

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

ADJOURNMENT

The Cherry Hills Village Charlou Park 3rd Filing General Improvement District Board meeting adjourned at 8:21 PM.

MEETING OF THE CHERRY HILLS VILLAGE SOUTHMOOR CIRCLE AND HUDSON PARKWAY GENERAL IMPROVEMENT DISTRICT

Chair Brown called the meeting to order at 8:21 PM.

ROLL CALL OF MEMBERS

The City Council for the City of Cherry Hills Village serving ex-officio as the Board of Directors of the Cherry Hills Village Southmoor Circle and Hudson Parkway General Improvement District: 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.

Absent: none.

Also present were the administrative staff of the City serving as the administrative staff of the GID: City Manager Chris Cramer, City Attorney Kathie Guckenberger, Deputy City Manager/Public Works Director Jay Goldie, Community Development Director Paul Workman, Finance Director Kelly Newman, Police Chief Jason Lyons, and City Clerk Laura Gillespie.

CONSENT AGENDA

Vice Chair Hoellen moved, seconded by Board Member Maguire, to approve the following items on the Consent Agenda:

20a. Approval of January 6, 2026 Minutes

The motion passed unanimously.

ITEMS REMOVED FROM THE CONSENT AGENDA

None.

RECORD OF PROCEEDINGS

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

ADJOURNMENT

The Cherry Hills Village Southmoor Circle and Hudson Parkway General Improvement District Board meeting adjourned at 8:22 PM.

RECONVENE THE CITY COUNCIL MEETING

The City Council meeting was reconvened at 8:22 PM.

REPORTS

Mayor

Mayor Brown reported that she attended the Colorado Municipal League's Mayors Summit the previous week and distributed informational booklets from CIRSA (Colorado Intergovernmental Risk Sharing Agency) to Council members. She noted these materials contained valuable information about open meetings law, executive sessions, and other governance topics.

Councilor Fisher suggested the Council consider holding a retreat focused on operating norms, code of conduct, and goals. Council discussed past trainings. City Manager Cramer offered to reach out to CIRSA representatives for information about training options they could provide.

Members of City Council

Councilor Heller had no report.

Councilor Eber had no report.

Mayor Pro Tem Hoellen commended the Police Department for their handling of horses that were running loose on University Boulevard. He reported that local residents Tracy and Blake Ebel had assisted by allowing the horses to be temporarily kept in their paddock.

Councilor Maguire had no report.

Councilor Robinson provided an update on the Opioid Abatement Council, noting they were in the granting period and allocating significant funds to substance abuse prevention and treatment programs in the county.

Councilor Fisher proposed reviving a volunteer appreciation event for board and commission members. The Council discussed previous formats for such events, with some noting attendance had been modest in the past, particularly when events were hosted at City Hall versus someone's home. Councilor Fisher offered to host the event at her home, suggesting April might be a good timeframe. The Council agreed this would be beneficial for thanking volunteers and improving connections between Council and board members. Councilor Maguire suggested each board and commission chair could promote the event for their group.

City Manager, City Staff, City Attorney

City Manager Cramer presented the updated 2026 Work Plan format, explaining that it now had two distinct sections: an operational plan covering day-to-day City functions

RECORD OF PROCEEDINGS

and a strategic plan for longer-term initiatives. He noted this structure would help staff focus better and provide clearer information to Council.

City Manager Cramer then discussed workload concerns for the first quarter of 2026, particularly in the Community Development and Public Works departments. He explained that Community Development was managing an all-time high in building permits and six active site plan reviews, necessitating the hiring of consultants to assist with the workload.

For Public Works, City Manager Cramer identified four projects that might be delayed to address capacity issues: the Eastside Farmhouse renovation, Quincy Farm grass parking area, Quincy Farm annual plan, and e-bike regulations review. After discussion, the Council agreed to postpone the grass parking area project and e-bike review, maintain the Eastside Farmhouse project timeline, and delay the Quincy Farm annual plan by approximately one month.

Community Development Director Workman informed the Council that House Bill 26-1001 had been introduced, which would allow construction of up to three-story apartments on school district, transit district, and housing authority properties. He noted the bill was scheduled for hearing on February 3 and that CML was coordinating testimony from local officials. Mayor Brown noted the importance of coordinating testimony.

Director Workman also reported receiving a proposal for the NEXUS study from TischlerBise, which he would be reviewing with Parks Manager Black.

Police Chief Lyons highlighted the department's end-of-year crime statistics, noting a second consecutive year of double-digit decreases in all crime categories. He credited Council support for public safety priorities, including personnel, equipment, and technology investments. Chief Lyons also reported that the department's case clearance rate for 2024 had been 13% (compared to a 16% national average), and that 2025 clearance rates were approaching 23%, which he described as an exceptional improvement.

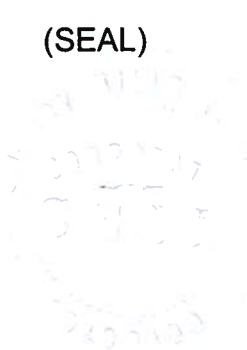
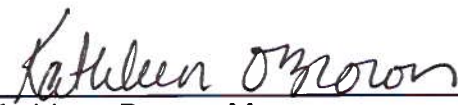
Councilor Maguire asked about the electronic ticketing contract. Chief Lyons explained the new system would better interface with the City's court and finance systems, improving efficiency in citation processing.

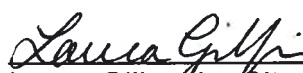
Manager Black thanked Council for their input on project priorities and noted that the unicorn art project from the Winter Celebration was now on display in the City Hall lobby.

ADJOURNMENT

The meeting adjourned at 9:22 PM.

(SEAL)



Kathleen Brown, Mayor


Laura Gillespie, City Clerk

RESOLUTION NO. 32
SERIES 2025

INTRODUCED BY: SUSAN MAGUIRE
SECONDED BY: DOUG ROBINSON

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
AMENDING THE FEE SCHEDULE

WHEREAS, the City of Cherry Hills Village (“City”) is authorized to establish fees to cover the cost of issuing and administering licenses for conducting business within the City as well as the cost of processing applications and providing services; and

WHEREAS, pursuant to Section 1-1-80 of the Cherry Hills Village Municipal Code (“Code”), the City Council is authorized to adopt fees, costs, deposits, and other such charges required by the Code by resolution; and

WHEREAS, City Council approved Resolution 6, Series 2020 adopting a fee schedule and amended the fee schedule with Resolution 17, Series 2021, Resolution 3, Series 2022, and Resolution 46, Series 2023; and

WHEREAS, City Council finds it is necessary to update certain fees; and

WHEREAS, the City Council finds that the fees costs, deposits, and other such charges set forth herein are necessary to cover the costs of providing services and processing applications for licenses, permits, and related expenses to ensure compliance with the laws of the State and the ordinances of the City; and

WHEREAS, the fees set forth herein provide a reasonable relationship to the costs of regulation, administration, and enforcement incurred by the City.

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

Section 1. The City Council hereby adopts the following fees as the City’s Fee Schedule:

Municipal Code-Based Fees, Costs and Deposits		
Code Section	Fee/Charge	Amount
Licenses		
4-4-30	Retail sales tax license fee	\$0 fee
6-1-50	Business license fee	\$25 annual fee
Article II of Chapter 6	Liquor license fee (maximum authorized by the State unless otherwise set by City Council resolution)	Maximum authorized by the State
	Liquor license application fee (maximum authorized by the State unless otherwise set by City Council resolution)	Special Event Liquor Permit - \$25 Optional administrative fee for notice posting - \$25 Modification of Premises - \$100
6-3-60	Security Guard Business Licenses	

	Application fee	Initial — \$100.00 Renewal — \$50.00	
	Guard fee	1 through 9 security guards — \$50.00 10 through 19 security guards — \$100.00 20 or more security guards — \$150.00	
Health, Sanitation and Animals			
7-3-50	Assessment of costs and additional cost to cover inspection and other incidental costs to the City	Actual costs to City for remediation, and additional cost of \$25 or 5% of the actual costs, whichever is more	
7-5-310	Dog registration fee	\$10.00 per dog	
Streets, Sidewalks and Public Property			
Article II of Chapter 11	Public right-of-way permit fees	See Construction and Excavation Fee Schedule	
11-5-40	Petition for vacation	\$100.00 application fee plus \$10,000.00 initial deposit or other amount associated with cost of processing application, as determined by City Manager	
Municipal Utilities			
13-1-10	Water and Sanitary Sewer Tap Fees		
	Water Tap Size	Water Tap Fee	Sewer Tap Fee
	3/4"	\$2,000	\$10,000
	1"	\$3,000	\$16,700
	1 1/2"	\$5,000	\$33,300
	2"	\$9,000	\$53,300
	3"	\$19,000	\$106,700
	4"	\$37,000	\$166,700
	6"	\$97,000	\$333,300
	Annual Sewer Service Fee	\$430.00	
	Delinquent Charges	1% monthly plus attorney's fees and collection costs	
	Administration Fee	\$25 per quarter for late sewer payment	
Annexations			
15-1-30	Annexation fee	\$300.00	

Zoning			
16-7-120	Approval or Permit	Application Fees	Initial Deposit
	Administrative Amendments to Conditional Uses	\$100.00	\$2,000.00
	Major Home Occupation Permit	\$100.00	N/A
	Temporary Use Permit	\$20.00	N/A
	Infrastructure Construction Plans	See Article II of Chapter 11	See Article II of Chapter 11
	Site Plan or Site Plan Amendment	\$300.00	\$5,000.00
	Legal Nonconforming Certification	N/A	\$2,000.00
	Nonconforming Short-Term Rental License	License Application Fee \$750.00; Annual License Renewal Fee \$500.00	N/A
16-7-130	Approval or Permit	Application Fees	Initial Deposit
	Conditional Use Permit	\$500.00	\$3,000.00
	Rezoning	\$300.00 plus \$100.00 for more than 1 unit created by rezoning; all costs incurred for required certified notices	\$5,000.00 plus \$100.00/each unit of increased density
	Major Special Event Permit	\$300.00	\$5,000.00
	Site Plan or Site Plan Amendment	\$300.00	\$5,000.00
	Development Agreement; Improvements Agreement; Public Improvements Agreement (however titled)	Vested Property Rights Application Fee - \$200.00	Vested Property Rights Initial Deposit - \$2,000.00
	Floodplain Development Permit	\$300.00 plus \$50.00/each lot or unit; all costs incurred for required certified notices	\$3,000.00
	Vacation of Easement or	See 11-5-40	See 11-5-40

	Right-of-Way		
	Variance (Board of Adjustment and Appeals)	\$200.00; all costs incurred for required certified notices	\$2,000.00
	Floodplain Variance	\$100.00	\$2,000.00
	Administrative Appeals	\$100.00	\$2,000.00
Subdivisions			
17-3-20	Subdivision preliminary plat submittal fee	\$300.00 plus \$100.00 per lot	
17-3-20	Subdivision escrow payment	\$5,000.00 initial deposit plus \$200.00 per lot	
17-3-30	Land dedication or cash payment fee	7.5% of the gross area of all land being subdivided or fair market value payment	
17-3-340	Minor subdivision, minor plat amendment application fee	\$150.00 plus escrow deposit (see 17-3-20) and land dedication requirements (see 17-3-30)	
17-6-30	Lot consolidation and/or minor lot adjustment	Application fee — \$150.00 Initial escrow deposit — \$3,000.00	
Building Regulations			
Chapter 18	Permit, plan review and elevator inspection fees	Tables 1-A — 1-F below:	
	Refunds, less an administrative fee	\$50 administrative fee	
	Table 1-A Building Permit Fees		
	TOTAL VALUATION	FEES	
	\$1.00 to \$2,000.00	\$20.00	
	\$2,001.00 and up	1% of valuation	
	Table 1-B Electrical Permit Fees for Nonresidential Buildings and Residential Alteration or Additions		
	PROJECT VALUATION	FEES	
	Up to \$300.00	\$50.00	
	To \$2,000.00	\$55.00	
	To \$50,000.00	\$21.75 per \$1,000.00 or fraction thereof	

		of the total valuation
	To \$500,000.00	\$20.50 per \$1,000.00 or fraction thereof of the total valuation plus \$57.50
	Over \$500,000.00	\$19.50 per \$1,000.00 or fraction thereof of the total valuation plus \$632.50
	Table 1-C Electrical Permit Fees for New Residential Buildings	
	BUILDING AREA	FEES
	Not more than 1,000 sq. ft.	\$51.75
	Over 1,000 sq. ft. and not more than 1,500 sq. ft.	\$69.00
	Over 1,500 sq. ft. and not more than 2,000 sq. ft.	\$86.25
	Over 2,000 sq. ft.	\$4.60 per 100 sq. ft. in excess of 2,000 sq. ft.
	Table 1-D Building, Electrical Plan Review and Other Fees	
	PROJECT TYPE	FEES
	Nonresidential Structures Including: Churches, Schools, Nonprofit Recreational and Commercial Facilities	\$1,700.00 minimum – review beyond 10 hours charged at per hour rate
	Nonresidential Remodels	\$340.00 minimum – review beyond 2 hours charged at per hour rate
	New Home/Scrape and Rebuild - more than 50% of Existing Square Footage	\$1,360.00 minimum – review beyond 8 hours charged at per hour rate
	Additions - less than 50% of Existing Square Footage	\$680.00 minimum – review beyond 4 hours charged at hourly rate
	Remodel With No New Square Footage	\$340.00 minimum – review beyond 2 hours charged at hourly rate
	Accessory and Recreational Structures	\$340.00 minimum – review beyond 2 hours charged at hourly rate
	Additional Plan Review beyond hours noted above	\$170.00 per hour, minimum 1 hour
	Investigation Fee	Same fee as building permit fee or \$170.00, whichever is more

	Reinspection Fee	\$110.00
	Duplicate Inspection Record Card	\$50.00
	Drainage Review	\$195.00 per hour
	Electrical Reviews: All New & Remodels for Commercial and Residential 400 Amp. Services & Greater	\$340.00 minimum – review beyond 2 hours charged at hourly rate
	Engineering Review - for review of all lots located within the designated 100-year floodplain and for review of drainage plans as required for all new structures and additions that increase square footage by more than 50%	\$195.00 per hour, minimum 1 hour
	Table 1-E Elevator Inspection Fees	
	ANNUAL CERTIFICATES OF INSPECTION	FEES
	For each elevator, dumbwaiter or lift	\$240.00
	For each escalator or moving walk	\$1,500.00
	Special Inspection not otherwise covered, e.g.. Construction use, temporary use, minor modernization and safety test witnessing	\$150.00 per hour
	5 YR WITNESS SAFETY TEST	FEES
	5 Year Hydraulic Witnessed Test	\$230.00
	5 Year Traction Witnessed Test	\$460.00
	PLAN REVIEW FEES	FEES
	Commercial Elevator or Escalator – including plan review, progress inspections and final acceptance inspection (New Installation or Major Modernization/Alteration)	\$925.00
	Residential Elevator, Platform lift, or dumbwaiter – including plan review, 1 progress inspection, and final acceptance inspection	\$600.00
	Table 1-F Green Building Plan Review Fees	
	BUILDING AREA	FEES

	1,400 sq. ft. up to 6,000 sq. ft.	\$480.00 minimum for 3 hours review
	6,001 sq. ft. up to 8,000 sq. ft.	\$640.00 minimum for 4 hours review
	8,001 sq. ft. up to 10,000 sq. ft.	\$800.00 minimum for 5 hours review
	10,001 sq. ft. and up	\$960.00 minimum for 6 hours review
	Additional Plan Review beyond hours noted above	\$160.00 per hour, minimum 1 hour
18-12-60	Construction Times Waiver Application Fee	\$200.00
18-13-20	Service Expansion Fee	Amount
	Building	\$0.90 per square foot
	Garage/swimming pool/spa	\$0.40 per square foot
	Sport courts (including tennis, basketball and other similar sport courts)	\$0.10 per square foot
Stormwater Quality and Control		
19-1-80	Stormwater Construction Permit	
	Administration Fee	\$300.00
	Plan Review Fee	\$390.00 minimum – review beyond 2 hours charged at rate of \$195/hour
	Performance Bond	\$1,000.00 or actual cost of construction of all BMP's, whichever is greater
Wireless Telecommunications Facilities		
20-3-125	Wireless telecommunication facilities application	Fee — \$500.00 Initial deposit — \$3,000.00

Section 2. This Resolution shall be effective immediately.

Section 3. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

Section 4. Severability. If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

Introduced, passed and adopted at the
regular meeting of City Council this 10th day
of December 2025, by a vote of 6 yes and 0 no.

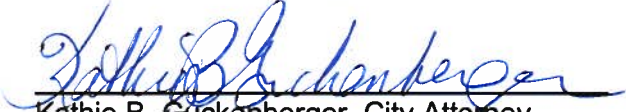
(SEAL)


Kathleen Brown, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM


Kathie B. Guckenberger, City Attorney

CITY OF CHERRY HILLS VILLAGE
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ITEM: 10e

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESPIE, CITY CLERK

SUBJECT: RESOLUTION 17, SERIES 2026; A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE REAPPOINTING MEMBERS
TO THE BOARD OF ADJUSTMENT AND APPEALS

DATE: MAY 19, 2026

ISSUE

Shall City Council approve Resolution 17, Series 2026, reappointing members to the Board of Adjustment and Appeals (Exhibit A)?

DISCUSSION

Board of Adjustment and Appeals (“Board”) members Rebecca Vogel and Kevin Collins will end their first terms on May 19, 2026. Both members desire reappointment, and both members have 100% attendance (one meeting from May 2023 through February 2026). Per the City’s Board, Commission and Committee Recruitment, Appointment and Removal Policy (Exhibit B), an application process is not triggered by these reappointments.

RECOMMENDED MOTION

“I move to approve Resolution 17, Series 2026, A Resolution of the City Council of the City of Cherry Hills Village reappointing members to the Board of Adjustment and Appeals.”

ATTACHMENTS

Exhibit A: Resolution 17, Series 2026

Exhibit B: Board, Commission and Committee Recruitment, Appointment and Removal Policy

**RESOLUTION NO. 17
SERIES 2026**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
REAPPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT AND APPEALS**

WHEREAS, Section 8.2 of the City of Cherry Hills Village Home Rule Charter (the “Charter”) requires that each member of the Board of Adjustment and Appeals (the “Board”) be appointed by the City Council for overlapping terms of three years, be a taxpaying elector, and have resided in the area comprising the City at the time of appointment for at least three years immediately preceding the date of appointment; and

WHEREAS, Board member Rebecca Vogel is ending her first term on May 19, 2026;
and

WHEREAS, Board member Kevin Collins is ending his first term on May 19, 2026;
and

WHEREAS, both Ms. Vogel and Mr. Collins have both indicated their desire to serve for another three-year term; and

WHEREAS, the City Council determines that Ms. Vogel and Mr. Collins are qualified and desires to reappoint Ms. Vogel and Mr. Collins to the Board.

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

Section 1. The City Council hereby makes the following appointments to the City of Cherry Hills Village Board of Adjustment and Appeals:

Name	Term Begins	Term Ends
Rebecca Vogel	3 rd Tuesday in May 2026	3 rd Tuesday in May 2029
Kevin Collins	3 rd Tuesday in May 2026	3 rd Tuesday in May 2029

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 19th day
of May, 2026, by a vote of _ yes and _ no.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

City of Cherry Hills Village
Policies and Procedures
Adopted by City Council November 18, 2014
Amended by Resolution 26, Series 2018

Board, Commission and Committee Recruitment, Appointment and Removal Policy

ADMINISTRATIVE POLICY

Purpose

To establish procedures for the announcement of Board, Commission and Committee vacancies, review of applications and appointment of members. This policy will apply to Boards and Commissions established in the Charter, by ordinance or resolution adopted by City Council and advisory Committees created by the Council. The goal of the policy is to establish procedures that open opportunities for membership to all interested persons and to provide guidance on the procedures used to manage the appointment process.

Length of Terms

Boards, Commissions and Committees may be established by the Charter, by ordinance or by resolution. Boards, Commissions and Committees include and have terms as set forth below:

- Board of Adjustment and Appeals (BOAA) – 3 years commencing the third Tuesday in May (Municipal Code Section 16-3-10)
- Planning and Zoning (P&Z) – 3 years commencing the third Tuesday in September (Municipal Code Section 2-6-30);
- Parks, Trails and Recreation Commission (PTRC) – 3 years commencing the third Tuesday in May (Municipal Code Section 2-8-30)
- Cherry Hills Village Art Commission (CHVAC) – 3 years commencing in May/July (Resolutions Appointing Members)
- Quincy Farm Committee (QFC) – 3 years commencing the third Tuesday in May (Resolution 10, Series 2015, Resolution 12, Series 2015, and Resolution 7, Series 2018)

Application for Appointment

The City Clerk shall prepare an application form for interested persons to complete and submit as a condition of consideration for appointment. Information concerning the application process and the application form will be maintained on the City's web site. Applications will be accepted both at any time if at the initiative of an interested person as well as in response to announcements of

vacancies. The City Clerk will confirm with applicants not appointed during any recruitment process their interest in having the City maintain their application on file for future consideration. Applications will be maintained by the City Clerk for a period of [2] years. Applications held by the City Clerk for longer than two years will be considered expired.

Annual and Periodic Appointment Process

The City Clerk will advise the Council of vacancies as they occur by resignation of a member and report to Council two months prior to expiration of terms regarding the need to appoint persons to fill vacancies due to current members that have served for two full terms. For purposes of counting full terms, an appointment to complete a partial term will not be counted. The Council shall appoint two Council members to review vacancies and applications for each Board or Commission with vacancies. Those Council members assigned shall review all applications, schedule meetings with candidates as necessary and present their recommendation to the City Council.

For PTRC the representation of Council Districts among the members will be considered when any term ends, regardless of the number of terms the member has served. If there is an uneven distribution and the member whose term is ending is in a district already represented on the PTRC, a recruitment process will follow, and the incumbent member will be considered for another term along with any new applicants if they wish to continue serving.

Reappointment of Incumbent Members

The City Council recognizes the value of allowing members to serve for more than one term, but also recognizes the importance of having members be active participants. The City Council will consider reappointment of incumbent members based on the following criteria: (1) receipt by staff of confirmation from the incumbent of their interest in reappointment; (2) receipt by the appropriate City Council liaison from the Chair of the applicable board, commission or committee confirming that the incumbent has dutifully attended meetings and actively participated in deliberations; (3) review of the incumbent's meeting attendance record as tracked by City staff, and reassurance from the member of their ability to attend meetings if their attendance record is below 75%. In such case that the City Council approves the reappointment of an incumbent member, no advertisement for applications shall be solicited from the public. Partial terms will not be counted as a full term, consistent with City Council terms.

At the City Council's discretion, after a member has served two terms a recruitment process will follow, and the incumbent member will be considered for another term along with any new applicants if they wish to continue serving.

Board, Commission and Committee Member Attendance

Member attendance shall be tracked by City staff with the following guidelines:

- Attendance shall be counted for all regular and special meetings.

- For regular meetings that are cancelled, attendance shall be counted if the cancellation is due to lack of a quorum, but shall not be counted if the cancellation is due to lack of agenda items or is rescheduled due to a holiday.

In order to be fair to all members, regular Board, Commission and Committee meeting times and days shall not be changed except when a regular meeting falls on a holiday.

Removal of Board, Commission and Committee Members

The City Council may consider removing any member of a Board, Commission or Committee in the event that either the Chair of a Board, Commission or Committee or the City Manager presents a recommendation to the City Council calling for removal. Upon such a recommendation, the Council shall decide on the review procedure to be followed and act on the matter pursuant to Council determination.

Advisory Committees

The City Council may from time to time create advisory Committees. The City Clerk shall prepare an application form for interested persons to complete and submit as a condition of consideration for appointment. Applicants from previous recruitment processes shall also be considered if they have indicated such interest. The City Clerk will confirm with applicants not appointed during any recruitment process their interest in having the City maintain their application on file for future consideration. Persons appointed to an advisory Committee shall serve through completion of the work of the Committee.

**CHERRY HILLS VILLAGE
COLORADO**

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ITEM: 10f

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESPIE, CITY CLERK

SUBJECT: RESOLUTION 18, SERIES 2026; A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE APPOINTING A NEW
MEMBER TO THE PLANNING AND ZONING COMMISSION

DATE: MAY 19, 2026

ISSUE

Shall City Council approve Resolution 18, Series 2026, appointing a new member to the Planning and Zoning Commission (Exhibit A)?

DISCUSSION

Planning and Zoning Commission (P&Z) member Britta Miles moved out of the City and resigned from P&Z in March 2026, prior to the end of her term in September 2027. This vacancy was included in the application process for board and commission terms ending in May 2026. At the March 17, 2026 City Council meeting, Councilors Robert Eber and Dave Heller volunteered to review applications, conduct interviews, and make recommendations for appointments.

Councilors Eber and Heller recommend appointment of Clifton Alston to the Planning and Zoning Commission to complete the vacant term. Mr. Alston will be eligible for reappointment to a full three year term in September 2027.

RECOMMENDED MOTION

“I move to approve Resolution 18, Series 2026, a Resolution of the City Council of the City of Cherry Hills Village appointing a new member to the Planning and Zoning Commission.”

ATTACHMENTS

Exhibit A: Resolution 18, Series 2026

**RESOLUTION NO. 18
SERIES 2026**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE
APPOINTING A NEW MEMBER TO THE PLANNING AND ZONING COMMISSION**

WHEREAS, Section 8.3 of the City of Cherry Hills Village Home Rule Charter ("Charter") requires that each member of the Planning and Zoning Commission ("P&Z") be appointed by the City Council for overlapping terms of three years, be a taxpaying elector, and have resided in the area comprising the City at the time of appointment for at least three years immediately preceding the date of appointment; and

WHEREAS, pursuant to Section 8.1 of the Charter, the City Council shall make appointments to fill vacancies for unexpired terms; and

WHEREAS, P&Z Commissioner Britta Miles resigned prior to the end of her term; and

WHEREAS, applications were solicited through the Village Crier, the City website, and City social media accounts, and the City received one application from the last two years and one new application; and

WHEREAS, Councilors Robert Eber and Dave Heller reviewed applications and conducted interviews of the applicants; and

WHEREAS, Councilors Robert Eber and Dave Heller recommend appointment of Clifton Alston to complete the vacant term; and

WHEREAS, the City Council determines that Mr. Alston is qualified and desires to appoint Mr. Alston to complete the vacant term.

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

Section 1. The City Council hereby makes the following appointment to the City of Cherry Hills Village Planning and Zoning Commission:

Name	Term Begins	Term Ends
Clifton Alston	May 19, 2026	3 rd Tuesday in September 2027

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 19th day
of May, 2026, by a vote of _ yes and _ no.

(SEAL)

ATTEST:

Laura Gillespie, City Clerk

Kathleen Brown, Mayor
APPROVED AS TO FORM:

Kathie B. Guckenberger, City Attorney

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ITEM: 10g

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESPIE, CITY CLERK

SUBJECT: RESOLUTION 19, SERIES 2026; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE APPOINTING A NEW MEMBER TO THE PARKS, TRAILS AND RECREATION COMMISSION

DATE: MAY 19, 2026

ISSUE

Shall City Council approve Resolution 19, Series 2026, appointing a new member to the Parks, Trails and Recreation Commission (Exhibit A)?

DISCUSSION

The Parks, Trails and Recreation Commission (PTRC) is the only commission for which representation from each Council district is outlined in the Municipal Code:

Section 2-8-20. - Members; appointment.

The Parks, Trails and Recreation Commission shall consist of seven (7) members: one (1) from each Council district; and one (1) member appointed by the City Council on an at-large basis; provided, however, that if the City Council is not reasonably able to appoint one (1) member from each Council district, the City Council may appoint one (1) or more members of the Commission on an at-large basis. Each member shall have one (1) vote.

Parks, Trails and Recreation Commissioners Laurel O'Brien and Howard Sherr will end their terms on May 19, 2026 and do not desire reappointment.

Art Commissioner Cate Darch requested moving from the Cherry Hills Village Art Commission to the PTRC. Ms. Darch is in District 3, which is unrepresented on the PTRC. At the March 17, 2026 Council meeting, Council directed staff to arrange an interview for Ms. Darch if another resident from District 3 applied for PTRC, and if no application was received, to bring back a

resolution appointing Ms. Darch without an interview. No other residents from District 3 applied for PTRC.

Pending approval of Resolution 19, Series 2026, the districts will be represented on PTRC as follows:

District 1: Kevin Kanouff

District 2: Tory Leviton

District 2: Martin Greer

District 3: Cate Darch

District 4: Mark Williams

District 5: Vacant

District 6: Mary Presecan

Staff will continue to solicit applications to fill the remaining vacancy on PTRC, with an emphasis on District 5 applicants.

RECOMMENDED MOTION

“I move to approve Resolution 19, Series 2026, a Resolution of the City Council of the City of Cherry Hills Village appointing a new member to the Parks, Trails and Recreation Commission.”

ATTACHMENTS

Exhibit A: Resolution 19, Series 2026

**RESOLUTION NO. 19
SERIES 2026**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPOINTING A NEW MEMBER TO THE PARKS, TRAILS AND RECREATION
COMMISSION**

WHEREAS, Section 3.1 of the City of Cherry Hills Village Home Rule Charter authorizes the City Council to, “delegate to board and commissions ... such functions, powers and authority of the City as it deems proper and advisable”; and

WHEREAS, Ordinance 02-06 established the Parks, Trails and Recreation Commission (the “Commission”); and

WHEREAS, Section 2-8-20 of the City Municipal Code requires that the Commission consist of seven members: one from each Council district and one member appointed by the City Council on an at-large basis; provided, however that if the Council is not reasonably able to appoint one member from each Council district, the Council may appoint one or more members of the Commission on an at-large basis; and

WHEREAS, Section 2-8-30 of the City Municipal Code requires that on the date of appointment, each district member be a registered elector of the City for at least three years immediately preceding the date of appointment and be a resident of the district on the date of appointment and throughout his or her term of office; and

WHEREAS, Commissioners Laurel O’Brien and Howard Sherr are ending their first terms on May 19, 2026 and do not desire reappointment; and

WHEREAS, Art Commissioner Cate Darch requested moving from the Cherry Hills Village Art Commission to the Parks, Trails and Recreation Commission; and

WHEREAS, Ms. Darch is a resident of District 3, which is unrepresented on the Commission, and no other residents from District 3 applied to serve on the Commission; and

WHEREAS, the City Council determines that Ms. Darch is qualified and desires to appoint Ms. Darch to a three-year term on the Commission.

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

Section 1. The City Council hereby makes the following appointment to the City of Cherry Hills Village Parks, Trails and Recreation Commission:

Name	District	Term Begins	Term Ends
Cate Darch	3	3 rd Tuesday in May 2026	3 rd Tuesday in May 2029

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

Introduced, passed and adopted at the
regular meeting of City Council this 19th day
of May, 2026, by a vote of _ yes and _ no.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

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ITEM: 10h

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESPIE, CITY CLERK

SUBJECT: RESOLUTION 20, SERIES 2026; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE REAPPOINTING A MEMBER AND APPOINTING NEW MEMBERS TO THE CHERRY HILLS VILLAGE ART COMMISSION

DATE: MAY 19, 2026

ISSUE

Shall City Council approve Resolution 20, Series 2026, reappointing a member and appointing new members to the Cherry Hills Village Art Commission (Exhibit A)?

DISCUSSION

Commissioner Ann Marie Morrow resigned from the Cherry Hills Village Art Commission (“Art Commission”) in January 2026 before the end of her term. Art Commissioner Cate Darch applied for and was appointed to the Parks, Trails and Recreation Commission. Commissioner Dave Schmidt did not desire reappointment at the end of his term in May 2026. Commissioner Benjamin Ortiz-Hill completed his partial term on May 19, 2026 and desires reappointment to a full three-year term. Mr. Ortiz-Hill has an 85% attendance record. Per the Board, Commission and Committee Recruitment, Appointment and Removal Policy (Exhibit B), an application process is not triggered by this reappointment.

At the March 17, 2026 City Council meeting, Councilors Robert Eber and Dave Heller volunteered to review applications, conduct interviews, and make recommendations for appointments. Councilors Eber and Heller recommend appointment of Mary Lou Blackledge and Claire Dossier to the Art Commission.

Staff will continue to solicit applications to fill the remaining vacancy on the Art Commission.

RECOMMENDED MOTION

“I move to approve Resolution 20, Series 2026, a Resolution of the City Council of the City of Cherry Hills Village reappointing a member and appointing new members to the Cherry Hills Village Art Commission.”

ATTACHMENTS

Exhibit A: Resolution 20, Series 2026

Exhibit B: Board, Commission and Committee Recruitment, Appointment and Removal Policy

**RESOLUTION NO. 20
SERIES 2026**

**INTRODUCED BY:
SECONDED BY:**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
REAPPOINTING A MEMBER AND APPOINTING NEW MEMBERS
TO THE CHERRY HILLS VILLAGE ART COMMISSION**

WHEREAS, Section 3.1 of the City of Cherry Hills Village Home Rule Charter authorizes the City Council to “delegate to board and commissions...such functions, powers and authority of the City as it deems proper and advisable”; and

WHEREAS, the Cherry Hills Village Art Commission (the “Art Commission”) was established by Resolution 6, Series 2011 and expanded by Resolution 10, Series 2017; and

WHEREAS, Commissioner Ann Marie Morrow resigned before her term was set to end on the 2nd Tuesday in May, 2028; and

WHEREAS, Commissioner Cate Darch moved to the Parks, Trails and Recreation Commission before her term on the Art Commission was set to end on 2nd Tuesday in May, 2027; and

WHEREAS, Commissioners Dave Schmidt and Benjamin Ortiz-Hill are ending their terms on May 19, 2026; and

WHEREAS, Commissioner Ortiz-Hill has indicated his desire to serve for another three-year term; and

WHEREAS, applications for the Art Commission were solicited through the Village Crier, the City website, and City social media accounts, and the City received two applications; and

WHEREAS, Councilors Robert Eber and Dave Heller reviewed applications and conducted interviews of the applicants; and

WHEREAS, Councilors Robert Eber and Dave Heller recommend appointment of Mary Lou Blackledge and Claire Dossier to serve on the Art Commission; and

WHEREAS, the City Council determines that Mr. Ortiz-Hill, Ms. Blackledge, and Ms. Dossier are qualified and desires to reappoint Mr. Ortiz-Hill, to appoint Ms. Blackledge to a three-year term, and to appoint Ms. Dossier to a partial term on the Art Commission.

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

The City Council hereby makes the following appointments to the Cherry Hills Village Art Commission:

Name	Term Begins	Term Ends
Benjamin Ortiz-Hill	3 rd Tuesday in May 2026	3 rd Tuesday in May 2029
Mary Lou Blackledge	3 rd Tuesday in May 2026	3 rd Tuesday in May 2029
Claire Dossier	May 19, 2026	3 rd Tuesday in May 2028

This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 19th day
of May, 2026, by a vote of _ yes and _ no.

(SEAL)

Kathleen Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Gillespie, City Clerk

Kathie B. Guckenberger, City Attorney

City of Cherry Hills Village
Policies and Procedures
Adopted by City Council November 18, 2014
Amended by Resolution 26, Series 2018

Board, Commission and Committee Recruitment, Appointment and Removal Policy

ADMINISTRATIVE POLICY

Purpose

To establish procedures for the announcement of Board, Commission and Committee vacancies, review of applications and appointment of members. This policy will apply to Boards and Commissions established in the Charter, by ordinance or resolution adopted by City Council and advisory Committees created by the Council. The goal of the policy is to establish procedures that open opportunities for membership to all interested persons and to provide guidance on the procedures used to manage the appointment process.

Length of Terms

Boards, Commissions and Committees may be established by the Charter, by ordinance or by resolution. Boards, Commissions and Committees include and have terms as set forth below:

- Board of Adjustment and Appeals (BOAA) – 3 years commencing the third Tuesday in May (Municipal Code Section 16-3-10)
- Planning and Zoning (P&Z) – 3 years commencing the third Tuesday in September (Municipal Code Section 2-6-30);
- Parks, Trails and Recreation Commission (PTRC) – 3 years commencing the third Tuesday in May (Municipal Code Section 2-8-30)
- Cherry Hills Village Art Commission (CHVAC) – 3 years commencing in May/July (Resolutions Appointing Members)
- Quincy Farm Committee (QFC) – 3 years commencing the third Tuesday in May (Resolution 10, Series 2015, Resolution 12, Series 2015, and Resolution 7, Series 2018)

Application for Appointment

The City Clerk shall prepare an application form for interested persons to complete and submit as a condition of consideration for appointment. Information concerning the application process and the application form will be maintained on the City's web site. Applications will be accepted both at any time if at the initiative of an interested person as well as in response to announcements of

vacancies. The City Clerk will confirm with applicants not appointed during any recruitment process their interest in having the City maintain their application on file for future consideration. Applications will be maintained by the City Clerk for a period of [2] years. Applications held by the City Clerk for longer than two years will be considered expired.

Annual and Periodic Appointment Process

The City Clerk will advise the Council of vacancies as they occur by resignation of a member and report to Council two months prior to expiration of terms regarding the need to appoint persons to fill vacancies due to current members that have served for two full terms. For purposes of counting full terms, an appointment to complete a partial term will not be counted. The Council shall appoint two Council members to review vacancies and applications for each Board or Commission with vacancies. Those Council members assigned shall review all applications, schedule meetings with candidates as necessary and present their recommendation to the City Council.

For PTRC the representation of Council Districts among the members will be considered when any term ends, regardless of the number of terms the member has served. If there is an uneven distribution and the member whose term is ending is in a district already represented on the PTRC, a recruitment process will follow, and the incumbent member will be considered for another term along with any new applicants if they wish to continue serving.

Reappointment of Incumbent Members

The City Council recognizes the value of allowing members to serve for more than one term, but also recognizes the importance of having members be active participants. The City Council will consider reappointment of incumbent members based on the following criteria: (1) receipt by staff of confirmation from the incumbent of their interest in reappointment; (2) receipt by the appropriate City Council liaison from the Chair of the applicable board, commission or committee confirming that the incumbent has dutifully attended meetings and actively participated in deliberations; (3) review of the incumbent's meeting attendance record as tracked by City staff, and reassurance from the member of their ability to attend meetings if their attendance record is below 75%. In such case that the City Council approves the reappointment of an incumbent member, no advertisement for applications shall be solicited from the public. Partial terms will not be counted as a full term, consistent with City Council terms.

At the City Council's discretion, after a member has served two terms a recruitment process will follow, and the incumbent member will be considered for another term along with any new applicants if they wish to continue serving.

Board, Commission and Committee Member Attendance

Member attendance shall be tracked by City staff with the following guidelines:

- Attendance shall be counted for all regular and special meetings.

- For regular meetings that are cancelled, attendance shall be counted if the cancellation is due to lack of a quorum, but shall not be counted if the cancellation is due to lack of agenda items or is rescheduled due to a holiday.

In order to be fair to all members, regular Board, Commission and Committee meeting times and days shall not be changed except when a regular meeting falls on a holiday.

Removal of Board, Commission and Committee Members

The City Council may consider removing any member of a Board, Commission or Committee in the event that either the Chair of a Board, Commission or Committee or the City Manager presents a recommendation to the City Council calling for removal. Upon such a recommendation, the Council shall decide on the review procedure to be followed and act on the matter pursuant to Council determination.

Advisory Committees

The City Council may from time to time create advisory Committees. The City Clerk shall prepare an application form for interested persons to complete and submit as a condition of consideration for appointment. Applicants from previous recruitment processes shall also be considered if they have indicated such interest. The City Clerk will confirm with applicants not appointed during any recruitment process their interest in having the City maintain their application on file for future consideration. Persons appointed to an advisory Committee shall serve through completion of the work of the Committee.

City Council Communication

Date:
May 19, 2026

Agenda Number:
11c(i)

Subject:
Department Monthly Reports

Presented by City Staff

Each of the major staff functions prepares a monthly statistical report of their activities. The functions covered are listed below:

- Community Development Department
- Police Department
- Municipal Court (quarterly)
- Public Works Department

These reports are used by staff members to evaluate the performance and efficiency of their respective departments and are forwarded to the City Council for your information as well. Questions or comments are welcome.

ITEM: 11c(i)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF THE CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH-END REPORT FOR APRIL 2026

DATE: MAY 19, 2026

BUILDING PERMITS SUMMARY:

	April 2026	YTD 2026	YTD 2025	YTD % Change
Total Permits Issued	98*	309	295	5%
Est. Total Revenue	\$146,189	\$467,510	\$668,744	-30%**
New Home Permits Issued	1	3	2	50%
Est. New Home Revenue	\$23,818	\$121,715	\$93,235	31%
Remodel/Addition Permits Issued	11	42	27	56%
Est. Remodel/Addition Revenue	\$76,143	\$201,778	\$401,458	-50%**

*The largest number of permits issued in one month since June of 2021 (99 permits).

**The permit for the Glenmoor Country Club renovation was issued in April 2025, which had a valuation of \$28,000,000.00.

PLANNING AND ZONING COMMISSION (COMMISSION):

- The Planning and Zoning Commission met on April 14th to introduce the Nexus Study project and discuss the “Actions” from the Community Character chapter of the Master Plan.

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 Permits Issued Graphs
Exhibit C: Year-to-Date Permits Submitted Graphs
Exhibit D: Permit Summary Table

APRIL 2026 APPLICATION REPORT

Portal Submitted = Application is incomplete and not under review, Pending = Application is complete and under review

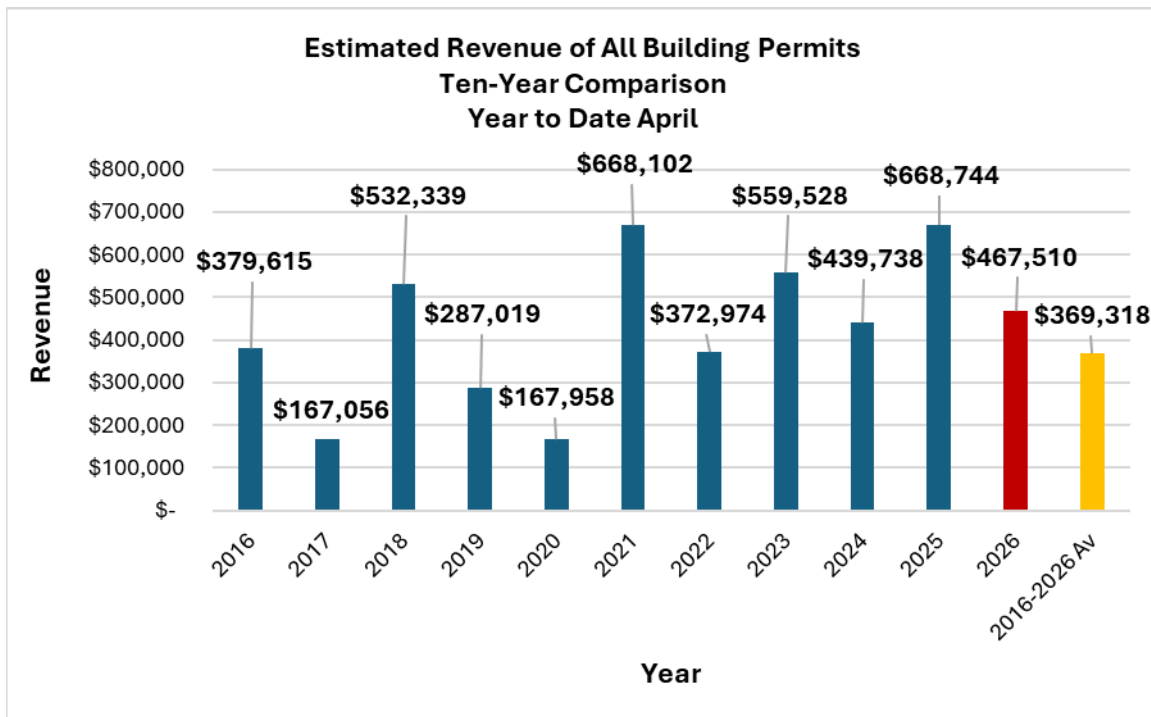
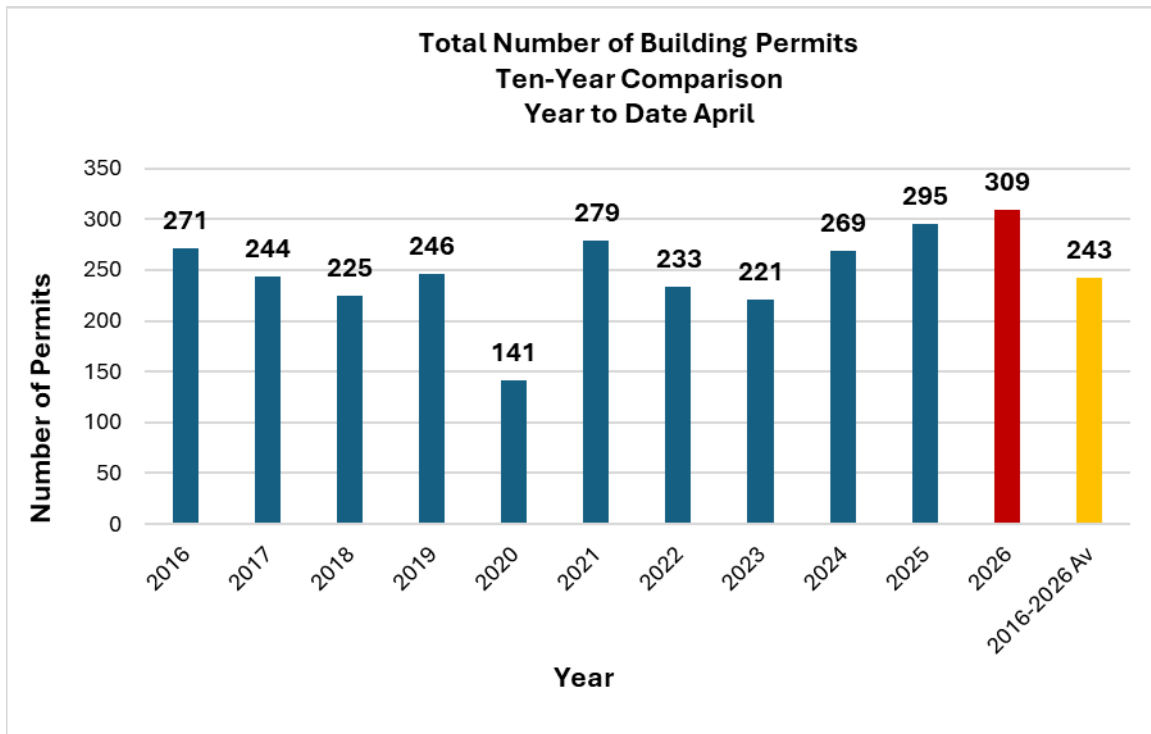
NOTE: City Council, the Planning and Zoning Commission, and the Board of Adjustment and Appeals are advised not to discuss quasi-judicial land use matters with any person outside of the public hearing process, as it is considered ex parte communication and is illegal. The restriction on discussing quasi-judicial matters is considered to take effect once a formal appliation has been filed with the City. The following is a list of applicaitons for which the City has recieved a formal application.City Council, the Planning and Zoning Commission, and the Board of Adjustment and Appeals are advised to use caution when discussing any land use application that may become a quasi-judicial application, even before the application is formally filed with the City.

Location	Owner Name	File Date	Project Name	Project Use	Project Type	Current Use Proposed Changes	Status	Planning & Zoning Commission	City Council	Board of Adjustmen t & Appeals
1776 E TUFTS AVE	JANICE A HUNT QUALIFIED PERSONAL RESIDENCE TRUST	3-Jul-24	FDP-002-24_1776 E. TUFTS AVE FLOODPLAIN DEVELOPMENT PERMIT	Floodplain Development Permit	Administrative	The proposed project will stabilize an outside bend of Little Dry Creek where streambank erosion is threatening a buried sanitary sewer utility. The project will stabilize the streambank through grading and use of soil riprap, coir matting, and willow stakes.	Pending	NA	NA	NA
4350 S FRANKLIN ST	MANIATIS KONSTANTINOS G FREESTONE KRISTIN A	10-Feb-25	FPV-001-25_4350 S FRANKLIN ST (NEW STRUCTURE)	Floodplain Variance	City Council	Pump house construction.	Pending. Waiting on 2nd Submittal	TBD	TBD	NA
3699 S ALBION ST	SUNDRU MOODLEY TRUST	15-Jul-25		Variance	Board of Adjustment and Appeals	A barn to replace our original dilapidated barn, same size	Portal Submitted	NA	NA	TBD
110 GLENMOOR DR	GLENMOOR COUNTRY CLUB	28-Oct-25	SPA-005-25 GLENMOOR COUNTRY CLUB PICKLEBALL	Site Plan/Site Plan Amendment	City Council	Addition of four pickleball courts, with surrounding wall, and associated grading and parking lot modifications.	Pending. Waiting on 2nd Submittal	TBD	TBD	NA
110 GLENMOOR DR	GLENMOOR COUNTRY CLUB	28-Oct-25	V-002-25 GLENMOOR COUNTRY CLUB PICKLEBALL FENCE	Variance	Board of Adjustment and Appeals	Addition of four pickleball courts, with surrounding wall, and associated grading and parking lot modifications. Variance request for height of wall surrounding the pickleball courts.	Pending. Waiting on 2nd Submittal	NA	NA	TBD
4450 S DAHLIA ST	ARAPAHOE TENNIS CLUB	18-Dec-25	SPA-007-25_ATC Overflow Parking	Site Plan/Site Plan Amendment	City Council	Gravel parking lot site plan amendment	Pending. 2nd Review cycle ended 5/4/26.	TBD	TBD	NA

4545 S UNIVERSITY BLVD	ST MARYS ACADEMY OF THE SISTERS OF LORETTO	4-Apr-26	SPA-001-26_ST MARY'S DRAINAGE POND	Site Plan/Site Plan Amendment	City Council	Drainage report and plans for undergrounding the current on-site detention pond to prepare the site for possible future expansion. This project only deals with the underground pond structure.	Portal Submitted	TBD	TBD	NA
3737 S OGDEN ST	OCULI CORDIS MEDIA LLC	10-Apr-26	FPV-001-26_3737 S OGDEN STREET	Floodplain Variance	City Council	Proposed construction of a new realigned channel for Greenwood Gulch from Cherry Hills Country Club west to Little Dry Creek including associated utility relocations and excavation under the Clarkson Street bridge.	Portal Submitted	TBD	TBD	NA

8 Records

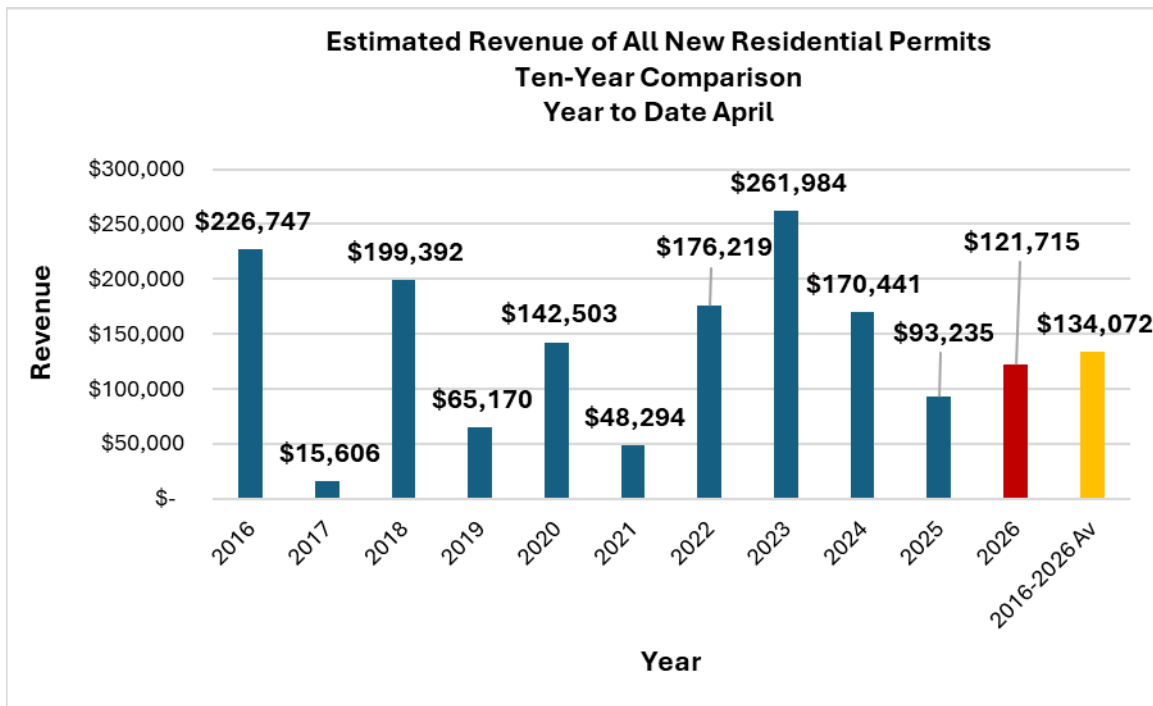
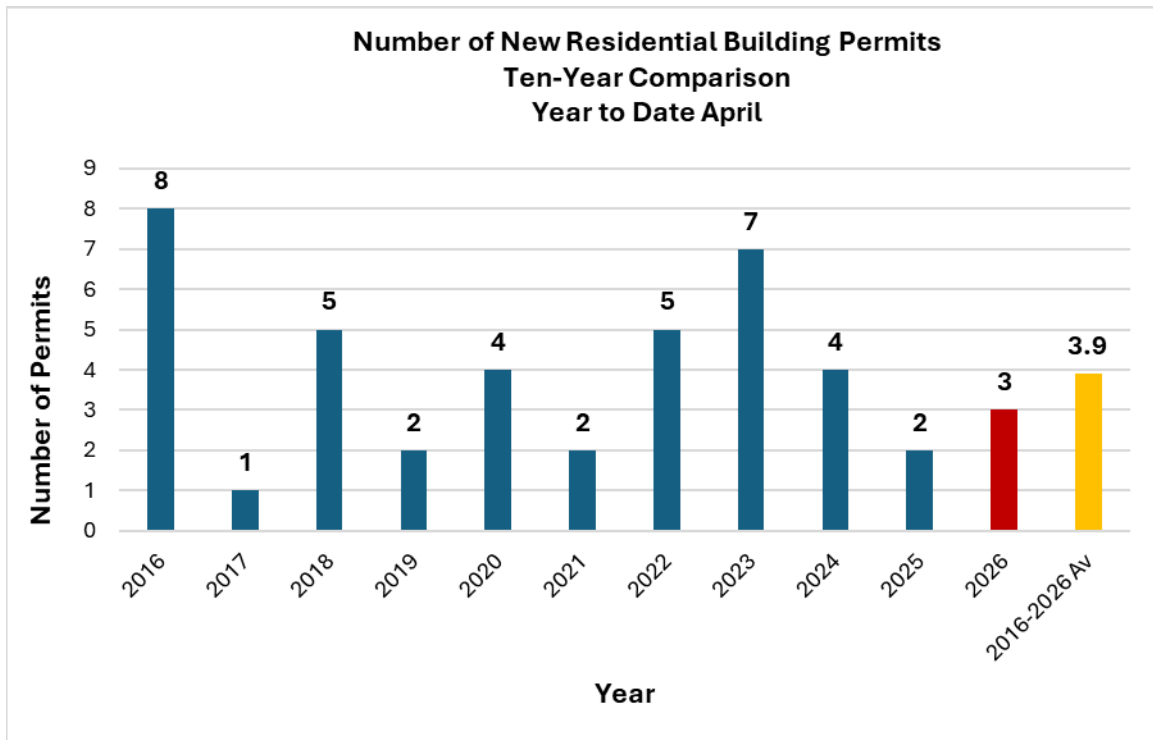
TOTAL PERMITS ISSUED
Year to Date through April
10 Year COMPARISON



NEW RESIDENCES

Year to Date through April

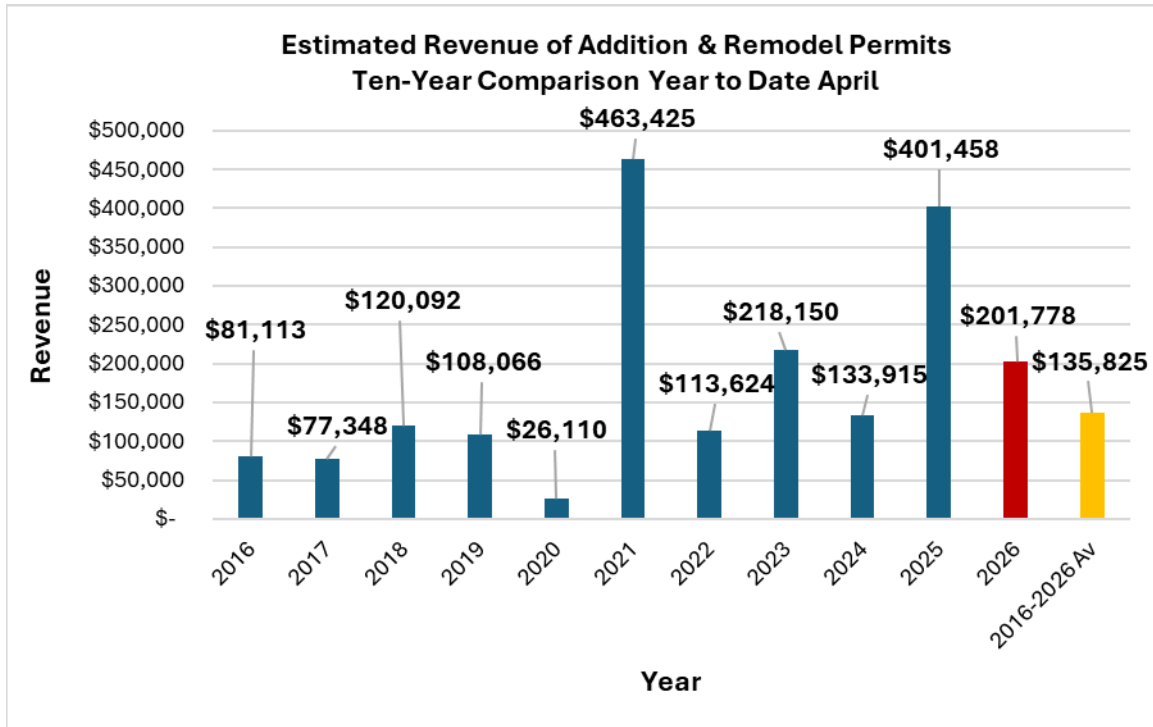
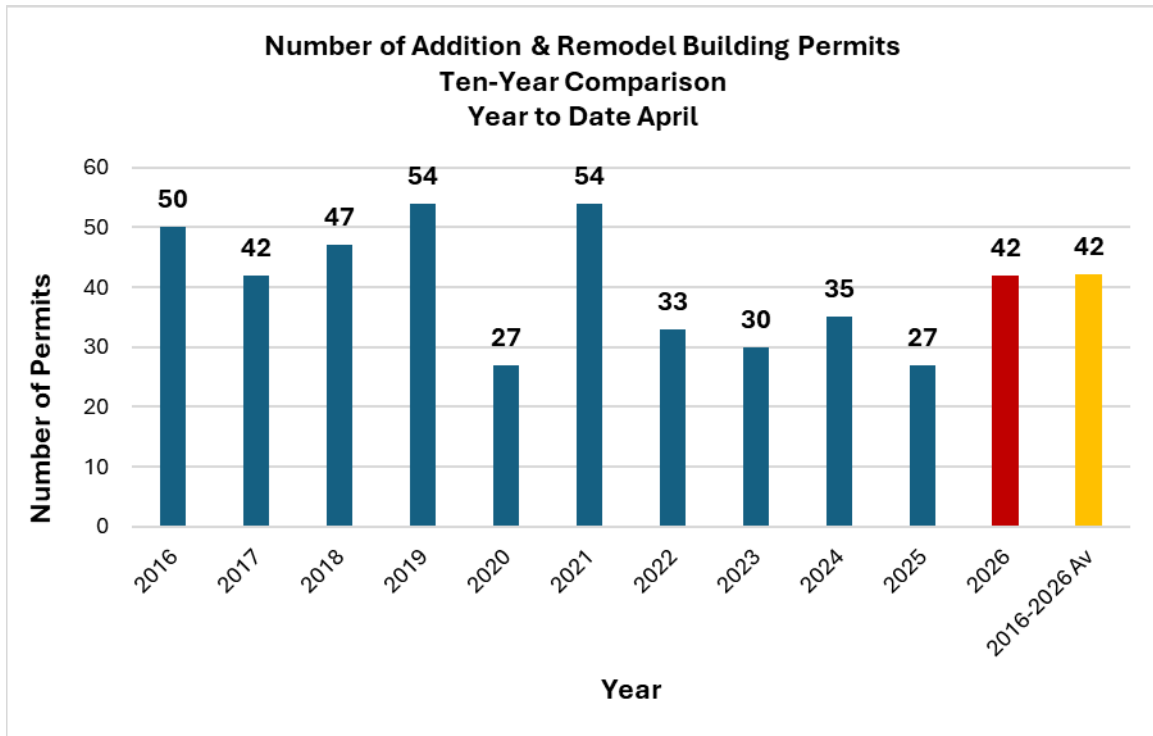
10 YEAR COMPARISON



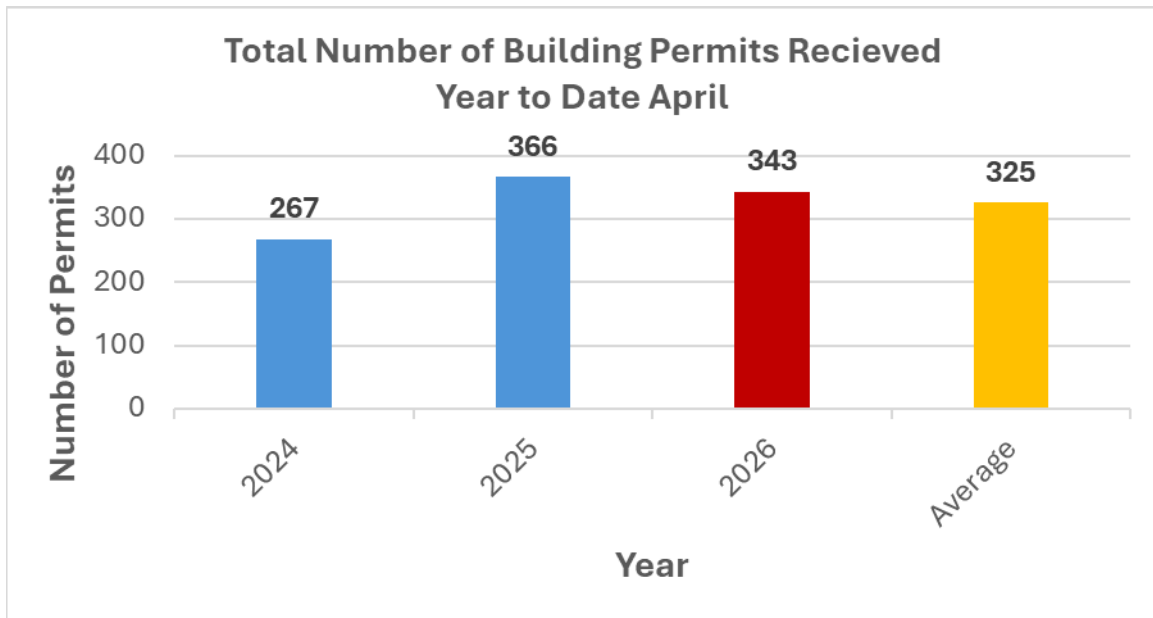
ADDITIONS & REMODELS

Year to Date through April

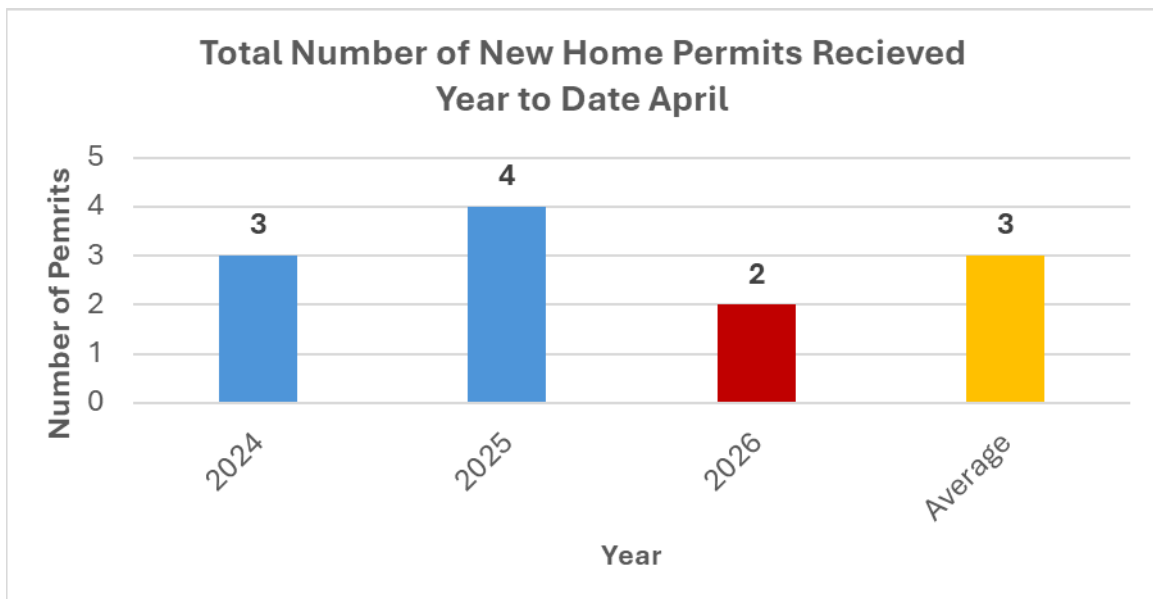
10 YEAR COMPARISON



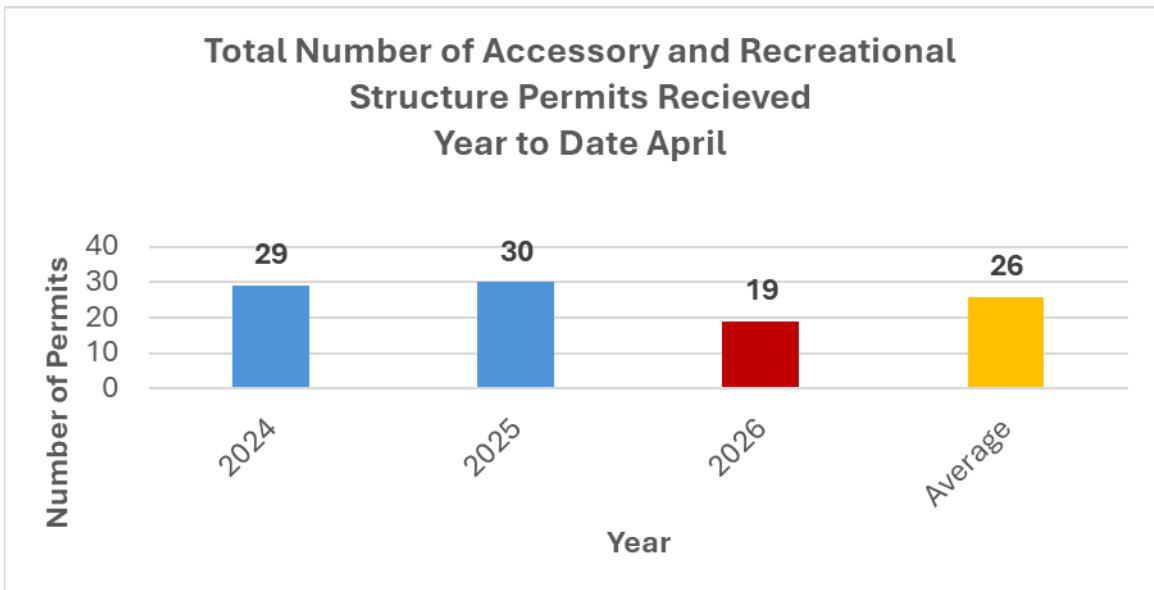
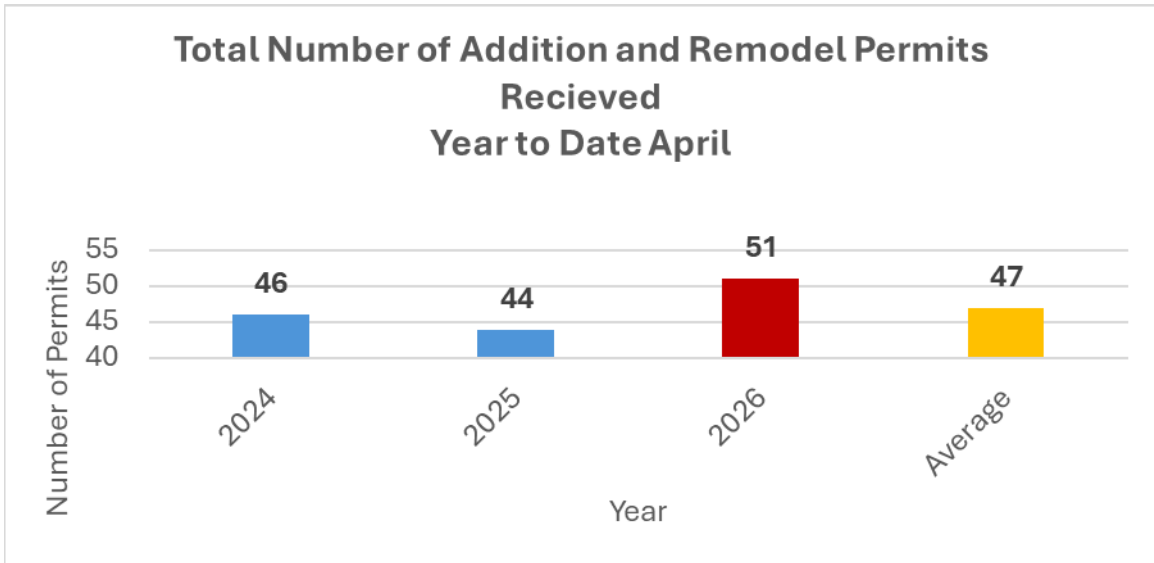
PERMITS SUBMITTED
Year to Date through April
COMPARISON



*109 new permits were submitted in April, which is tied for the most number of new permits submitted in a month (September and October of 2025).

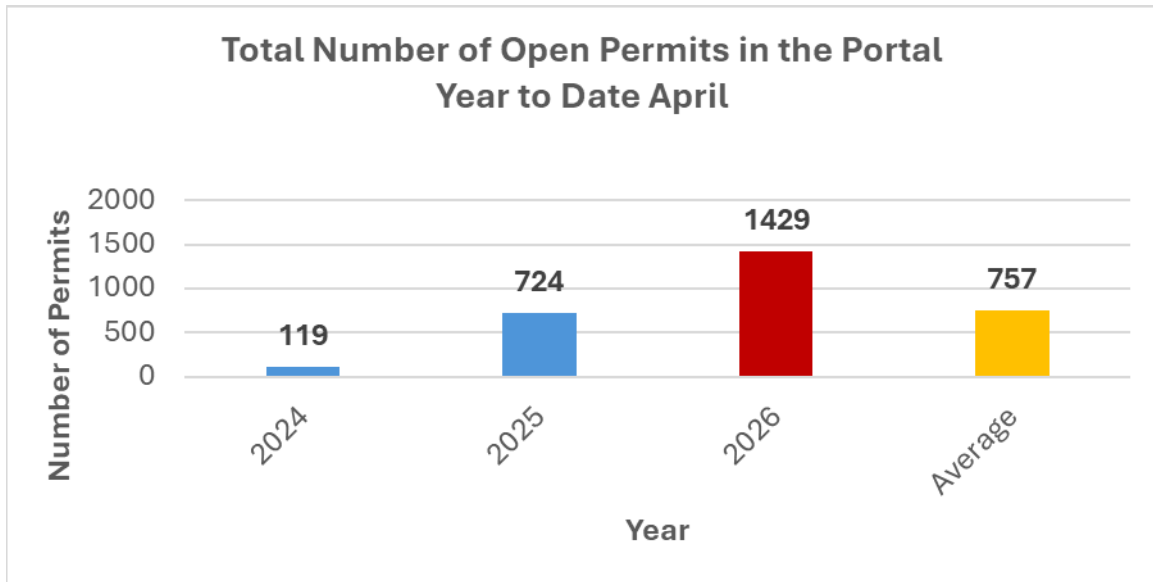


PERMITS SUBMITTED
Year to Date through April
COMPARISON



PERMITS OPEN

Year to Date through April
COMPARISON



INSPECTIONS

Year to Date through April
COMPARISON

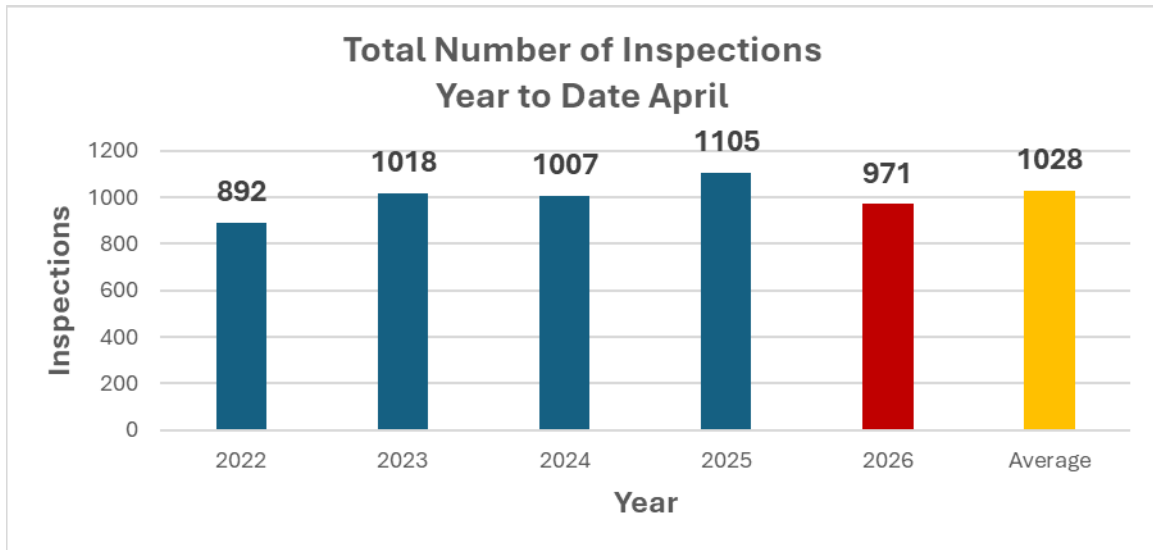


EXHIBIT D

[illegible]

CITY OF CHERRY HILLS VILLAGE
COLORADO

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

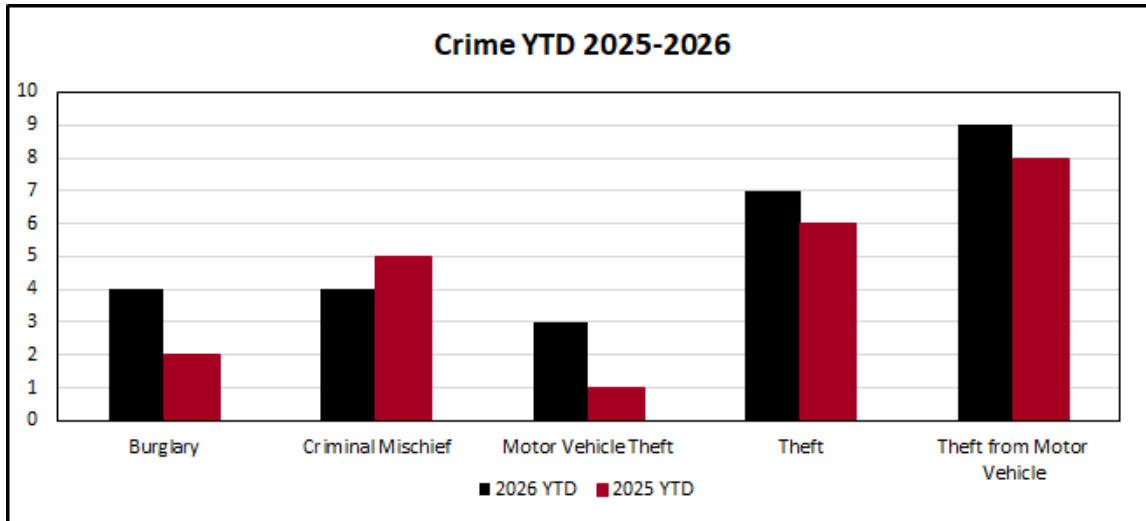
City Hall
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 11c(i)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL
FROM: JASON LYONS, CHIEF OF POLICE
SUBJECT: POLICE DEPARTMENT MONTH END REPORT FOR MARCH 2026
DATE: MAY 19, 2026

The April 2026 monthly report for the Police Department is attached.



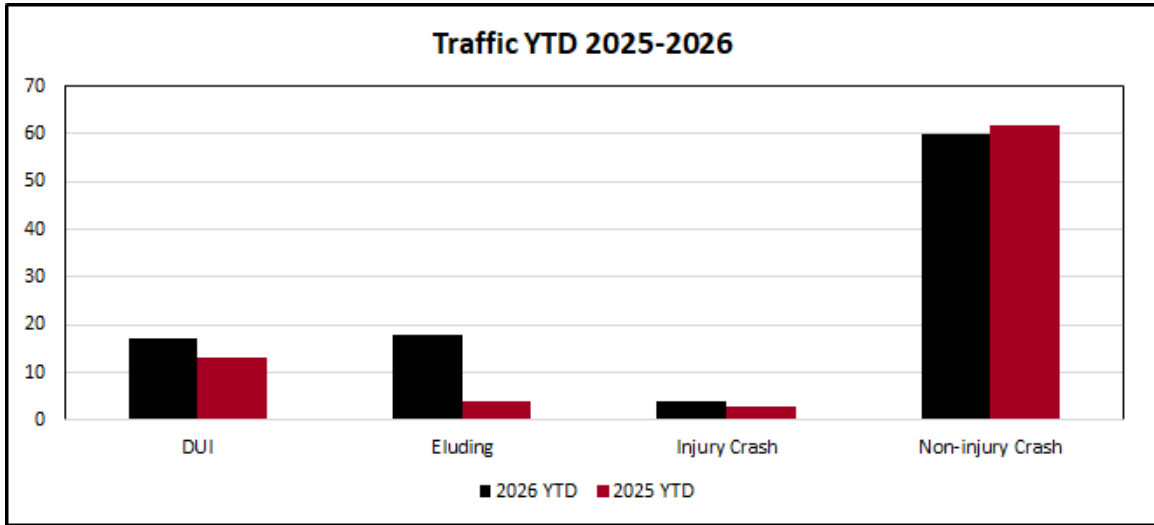
CRIME	APRIL	2026 YTD	2025 YTD	YTD % CHANGE
BURGLARY	1	4	2	100.00%
CRIMINAL MISCHIEF	0	4	5	-20.00%
MOTOR VEHICLE THEFT	2	3	1	200.00%
THEFT	2	7	6	16.67%
THEFT FROM MOTOR VEHICLE	4	9	8	12.50%

Enjoy your time on the trail without worry

As summer brings more residents outdoors to enjoy local trails and parks, we would like to remind the community to help prevent vehicle break-ins at trailheads and parking areas. Criminals often target unattended vehicles looking for purses, wallets, firearms, backpacks, electronics, and other valuables left in plain sight.

Before leaving your vehicle, lock all doors and windows, remove valuables or store them out of view, and avoid leaving spare keys or important documents inside your car. Even a few moments of preparation can help reduce the risk of theft and keep your outdoor adventures safe and enjoyable this summer.





TRAFFIC	APRIL	2026 YTD	2025 YTD	YTD % CHANGE
DUI ARRESTS	5	17	13	30.77%
ELUDING	2	18	4	350.00%
INJURY CRASH	0	4	3	33.33%
NON-INJURY CRASH	17	60	62	-3.23%

We would like to thank our community members for helping make April's Drug Take Back Event a success by safely disposing over 94 pounds of unused and expired medications and helping keep our community safe.



ITEM: 11c(i)

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 2026
DATE: MAY 19, 2026

Streets Division

- **Administrative**
 - Dominic completed end of month report.
 - First and second round interviews for the vacant Heavy Equipment Operator position.
 - Dominic attended bi-weekly managers' meetings. **22 hours.**
- **Asphalt Patching Operations**
 - Milled and filled in front 5000 E. Oxford Ave. and 5368 E. Oxford Ave.
 - Milled and filled six patches on section of S. Franklin St. in between Radcliff Ave. and E. Stanford Ave. Used mobile asphalt recycler.
 - Milled and filled seven patches on Martin Ln.
 - Milled and filled one patch on E. Charlou Dr., four on Denice Dr., and two on El Camino for CIP. Using mobile asphalt recycler.
 - Filled in potholes on S. Franklin St. with cold patch until Hot Mix can be added.
 - Cored out patch on S. Ivy Ln. **Asphalt 8 tons (4 tons of the 8 were recycled), Oil Pucks 22. Road base .5 tons, 425 hours.**
- **Building Maintenance**
 - Bi-weekly cleaning of shop. **4 hours.**
- **Crack Sealing Operations**
 - Crack sealed entrance of Charlou Cir., half of Radcliff Ave., Stanford Ave., E. Tufts Ave. **32 bags. 50 hours.**
- **Equipment Maintenance**
 - Cleaned out trucks after asphalt projects and put tools away.
 - Washed and cleaned interiors of trucks. **33 hours.**
- **Miscellaneous**
 - Daniel began welding ladder for Mac trucks.
 - Assisted Plow Ops with trucks and installation.

- Dominic and Daniel showed employee kids the equipment and jobs they do for Bring Your Kid to Work Day. **13.5 hours.**
- **Purchasing Materials**
 - Purchased a pallet of crack seal from DISSCO.
 - Signed orders from Colorado Barricade.
 - Purchased pants from Army Surplus for crew's uniform order.
 - Purchased spray tanks, anchor adhesive, and caulk guns from Home Depot. **31 hours.**
- **Sign Work**
 - Installed tubular markers at Pedestrian Crossing on Holly St.
 - Straightened signs throughout City.
 - Picked up no parking signs left by contractor on E. Radcliff Ave. in Charlou.
 - Installed signs for S. Monroe St., S. Colorado Blvd. at E. Mansfield Ave. intersection, and Charlou.
 - Inventoried signs and placed order for needed signs. **63 hours.**
- **Shouldering Work**
 - Shouldered E. Layton Ave. after mill and overlay. **Road base 7 tons. 28 hours.**
- **Shop Maintenance**
 - Bi-weekly cleaning of shop.
 - Swept building #2 bays.
 - Ordered dumpster to be emptied and fuel. **12 hours.**
- **Sweeper Operations and Cleanup**
 - Swept: S. Dahila St., E. Oxford Ave., E. Mansfield Ave., E. Jefferson, Covington Dr., Charlou Cir. neighborhood, Holly St., Jefferson Ave., E. Princeton Ave., E. Oxford Ave., S. Hudson Way, S. Holly St., E. Nassau Cir., S. Ivy Ln., Southmoor Ln., E. Princeton Cir., Happy Canyon Dr., W. Nassau Cir., S. Dahlia St., E. Sanford Cir., S. Eudora St., S. Forest Cir., S. Forest Ct., W. Sanford Cir., E Nassau Pl., S Elm Ct., Honey Locust Dr., S. Hudson Pkwy., Happy Canyon Rd., E. Quincy Ave., Charlou Cir., E. Tufts Ave., E. Stanford Ave., E. Radcliffe Ave., S. Bellaire Cir., S. Bellaire St., E. Oxford Pl., S. Dexter St., and Blackmer Rd. **Water 1440 gallons, Sweepings 13 tons. 40 hours.**
- **Training**
 - APWA Spring Asphalt Conference in Monte Rose. **132.5 hours.**
- **Work Orders**
 - Graded Parkway Dr. ditch off E. Mansfield Ave. to drain properly. **12 hours.**

Parks Division

- **Special Events**
 - All Parks staff assisted with the 3rd annual Scavenger Hunt.
- **Tree Care**
 - Parks crew spent 6 days watering trees in open space parks and entry features around the City.
 - Tree Planting Program: Parks crew picked up trees from the Trees Across Colorado program and delivered most of them to residents and planted the remaining trees.
 - 52 trees picked up.
 - 41 trees delivered to residents.
 - 11 trees planted in open space parks.
- **Flower Bed Maintenance**

- Parks crew spent four days pulling weeds and prepping flower beds for planting new perennials and annuals.
- **Quincy Farm Care**
 - Parks crew spent four days installing temporary above ground irrigation around Quincy Farm pond to help establish grass around the pond.
 - Parks crew worked diligently over two days to install a new nature trail on the East side of Quincy Farm, behind the barn in the pasture.
 - 65 tons of road base used.
 - 43 tons of crusher fine used.
 - Parks and Streets crews worked together planting trees and shrubs in the East Quincy Farm pasture next to the new nature trail.
 - 21 trees planted (15 fruit and 6 deciduous trees).
 - 21 shrubs planted.
- **Parks & Trails Improvements**
 - Parks crew began entry feature cleanup to ensure all entry features were pristine and ready for seasonal maintenance.
 - Parks crew spent three days checking and repairing split rail fences along trails and in parks.
 - 12 posts replaced.
 - 9 rails replaced.
 - Parks crew began turning on irrigation systems in entry feature parks at the end of the month, repairing broken sprinklers and checking coverage of the rotors and pop-up heads.
- **Equipment**
 - Replaced/updated plow cameras in all of the plow trucks.
 - Took the gator, truck 15, and the old Bobcat Toolcat to Englewood Service Center for service.
 - Replaced broken jack and toolbox on the small utility trailer.
- **Training/Education**
 - Parks crew attended the annual Colorado Parks and Recreation Association conference in Greeley.
 - Two Parks crew members obtained their Tanker Endorsement for their Commercial Drivers License.
 - Parks crew members continued studying for their Pesticide Applicators License.

ATTACHMENTS

April 2026 Streets Activity Log

April 2026 Parks Activity Log

April 2026 Right of Way Log

April 2026 Code Enforcement in Rights of Way Log

APRIL 2026 STREETS LOG

		Week 14	Week 15	Week 16	Week 17	Week 18	TOTALS
ad - Administrative Office Work		4	0	0	2	16	22
as - Asphalt patching operations		86	126	0	162	51	425
bm - Building Maintenance		0	0	0	4	0	4
cn - Concrete repairs		0	0	0	0	0	0
cp - Overseeing contractor operations		0	0	0	0	0	0
cr - Sealing Operation		50	0	0	0	0	50
dr - Drainage Work		0	0	0	0	0	0
em - Equipment Maintenance		0	12	0	6	15	33
gm - General Maintenance		0	0	0	0	0	0
gr - Grounds Maintenance		0	0	0	0	0	0
gv - Gravel road maintenance		0	0	0	0	0	0
hl-d - Loads to dump		0	0	0	0	0	0
hl-po - Materials hauled to shop		0	0	0	0	0	0
hl-r - Loads to recycle plant		0	0	0	0	0	0
hl-s - Loads to shop		0	0	0	0	0	0
ir - Irrigation repairs		0	0	0	0	0	0
ln - Landscape Repairs		0	0	0	0	0	0
ms - Material Stockpiling		0	0	0	0	0	0
Misc		4	0	3.5	6	0	13.5
oc - On Call		0	0	0	0	0	0
pm - Preventative Maintenance		0	0	0	0	0	0
po - Purchasing materials		4	0	7	0	20	31
pt - Painting Street		0	0	0	0	0	0
sg - Sign Work		32	4	0	0	27	63
sh - Shouldering Work		0	0	0	0	28	28
shp - Shop Maintenance		0	12	7	0	0	19
sn - Snow removal operations		0	0	0	0	0	0
sp - Specal Event		0	0	0	0	0	0
sw - Sweeper operations & cleanup		20	0	0	0	20	40
tp - Thermo Plastic		0	0	0	0	0	0
tr - Training		0	0	132.5	0	0	132.5
tr-pl - Plow Training		0	0	0	0	0	0
tr-sw - Sweeper Training		0	0	0	0	0	0
tr-sa - Safety Training		0	0	0	0	0	0
tr-he - Heavy Equipment Training		0	0	0	0	0	0
wo - Work Order		0	0	0	0	12	12
tt - Tree Trimming		0	0	0	0	0	0
pto - Paid time off		0	46	50	20	11	127
Hol - Holiday		0	0	0	0	0	0
TOTALS		200	200	200	200	200	1000

MATERIALS

as- Asphalt	tons	4	0	0	3.5	0.5	8
rb - Road base	tons	0.5	0	0	0	7	7.5
cm - Cold Mix	bags	0	9	0	0	0	9
cn - Concrete (Demo)	tons	0	0	0	0	0	0
cn - Concrete (Laid)	yards	0	0	0	0	0	0
cr - Crack Seal	bags	32	0	0	0	0	32
ts - Topsoil	yards	0	0	0	0	0	0
tb - Tree Branches	loads	0	0	0	0	0	0
ss - Salt/Sand	tons	0	0	0	0	0	0
ik - Ice Kicker	tons	0	0	0	0	0	0
is - Ice Slicer	tons	0	0	0	0	0	0
ms - Misc.	loads	0	0	0	0	0	0
sw - Sweepings	tons	5	0	0	0	8	13
tp - Thermo Plastic	boxes	0	0	0	0	0	0
Rock/Ditch Dirt	tons	0	0	0	0	0	0
Water	gal	780	0	0	0	660	1440
Mag Chloride	gal	0	0	0	0	0	0
Dump	tons	0	0	0	0	0	0

APRIL 2026 PARKS LOG

	Week 14	Week 15	Week 16	Week 17	Week 18	TOTALS
ad - Administrative Office Work	11	7	6	0	13	37
bm - Building Maintenance	0	0	0	0	0	0
cn - Concrete	0	0	0	0	0	0
cp - Overseeing contractor project	0	0	0	0	0	0
cr - Crackseal trails	0	0	0	0	0	0
fn - Fence repair/installation	0	0	60	0	0	60
ft - Fertilizing Trees	0	0	0	0	0	0
gm - Gen. Maint to trails, parks, ROW	113	12	2	20	20	167
gps - GPS and Mapping	0	0	0	0	0	0
hlc - Work done on High Line Canal	0	0	10	0	0	10
hl-d - Loads to dump	0	0	0	0	0	0
hl-po - Materials to shop	0	0	0	0	0	0
hl-r - Loads to recycle shop	0	0	0	0	0	0
hl-s - Loads to shop	0	0	0	0	0	0
ir - Irrigation repair/install/maint.	0	0	0	50	0	50
ln - Landscape Repairs	0	0	0	0	0	0
Misc - Miscellaneous	10	50	42	40	72	214
mw-p - Mowing Parks	0	0	0	0	0	0
mw-e - Mowing/maint. In entry features	0	0	0	0	0	0
mw-r - Mowing rights of ways	0	0	0	0	0	0
mw-t - Mowing Trails	0	0	0	0	0	0
pl - Planting	0	0	0	0	0	0
pm - Preventative maint/equip repair	0	0	0	0	0	0
po - Purchase materials	0	0	0	0	0	0
QF - Work done at Quincy Farm	53	51.5	0	130	75	309.5
se - Special Events	0	0	0	0	32	32
sg - Sign repair	0	0	0	0	0	0
shp - Shop Work	20	0	20	2	55	97
sn - Snow removal operations	0	0	0	0	0	0
spw - Spray Weeds	0	0	0	0	0	0
sw-t - Sweeping trails	0	0	0	0	0	0
tr - Training/Conference/safety	0	60	0	0	0	60
ts - Trash pickup both cans and loose	47	6	6	23.5	10	92.5
tt - Tree pruning/maintenance	0	8	52	23	75	158
wa - Watering	0	30	20	10	0	60
wd-m - Weed cutting mains	0	0	0	0	0	0
wd-p - Weed cutting parks	0	0	0	0	0	0
wd-r - Weed cutting rights of ways	0	0	0	0	0	0
wd-t - Weed cutting trails	0	0	0	0	0	0
pto - Paid Time Off	66	95.5	102	21.5	0	285
hol - Holiday Pay	0	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	320	352	1632
MATERIALS						
is - Ice slicer- tons	0	0	0	0	0	0
mu - Mulch- yards	0	0	0	0	0	0
ts - Top soil- yards	0	0	0	0	0	0
sr-r - Split rail - Rails	0	0	9	0	0	9
sr-p - Split rail - Posts	0	0	12	0	0	12
tb - Tree branches- truckloads	0	0	0	0	0	0
Sod	0	0	0	0	0	0
ms - Misc materials	0	0	0	0	0	0
rb - Road Base- tons	0	0	0	0	0	0
Bollards	0	0	0	0	0	0
Rock	0	0	0	0	0	0
Construction Materials	0	0	0	0	0	0
Clippings	0	0	0	0	0	0
Trash	0	0	0	0	0	0

Planters Mix	0	0	0	0	0	0
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Nov-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

Dec-26							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

2026 YEAR END TOTALS							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPANCY	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
36	1	15	22	2	1	1	78

CITY OF CHERRY HILLS VILLAGE
COLORADO

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

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

ITEM: 11c(ii)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: KELLY NEWMAN, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: MARCH 2026/ FIRST QUARTER 2026 FINANCIAL STATEMENTS

DATE: MAY 19, 2026

Overview:

Attached are the City's financial reports for First Quarter (January – March) 2026 (Exhibit A). The Balance Sheets for each of the City's eleven funds show beginning Fund Balances along with "Revenue Over (Under) Expenditures – YTD" (net income) as of March 31, 2026. The "Revenues/Expenditures Compared to Budget" sections display details of the City's operations for each fund and department.

- Current Cash balance: \$51M (Increase of \$2.3M from February 2026 – due to collection of property taxes in March 2026)
- Current General Fund balance: \$40.4M (Increase of \$1.4M from 2/28/2026, due to collection of property taxes in March 2026 and higher-than-expected interest, sales and use tax and building permits revenue in March 2026)
- Revenue over Expenditures YTD: \$1M (Due to property tax collections in March 2026 and slight underspending of expenditures in first quarter 2026)

Revenues:

The City's financial position remained strong through March 31, 2026, with revenues continuing to outpace expenditures and overall cash balances increasing from the prior month. Total combined cash and investments increased approximately \$2.3 million from \$48.7 million in February to \$51.0 million in March, primarily driven by the receipt of seasonal property tax revenues and continued strong sales tax collections.

General Fund revenues totaled approximately \$3.93 million through March, representing 28.3% of the annual budget, compared to \$1.12 million through February. The most significant increases occurred in property tax revenues, which increased from \$16 thousand in February to over \$1.0

million in March due to the timing of property tax collections, and sales tax revenues, which increased to approximately \$1.64 million year-to-date and continue to trend ahead of prior year collections. Interest income also remains strong at approximately \$345 thousand year-to-date, reflecting continued favorable investment earnings. Building permit and development-related revenues continue to perform steadily and are generally tracking in line with budget expectations.

General Fund:

- Property Tax collected: \$1M, 27.9% of budget (payments not due/ received until April – June 2026)
- Sales and Use Tax collected: \$1.6M, 36.4% of budget (continuing to trend at 10% above budget so far for Q1, but Dec/ Jan received sales tax is the largest payment of the year generally)
- Utility Franchise Fees collected: \$114k, 22.5% of budget
- Motor Vehicle Sales/Use Tax collected: \$217k (currently trending 7% below budget)
- Building Permit Fees collected: \$306k, 21% of budget (Plan review revenue of \$42k, 32% of budget)
- Interest Income collected: \$345k, 28.7% of budget
- Open Space Share back: \$0, 0% of budget (first payment for 2026 expected in April 2026)
- Water and Sewer fees: \$83k, 100% of budget (2026 fees were billed in January 2026 and due February 15, 2026)

Parks Fund:

- Property tax collected: \$1M, 28% of budget

Expenditures:

General Fund expenditures totaled approximately \$2.86 million through March, resulting in a year-to-date operating surplus of approximately \$1 million, compared to a deficit position of approximately \$903 thousand reported through February. Expenditure activity is generally tracking within budget expectations at 25% of the fiscal year elapsed. Personnel-related expenditures remain the City's largest operating cost and are generally aligned with budgeted levels. Several departments experienced higher early-year expenditures due to annual insurance premiums, equipment purchases, and timing of contractual services. Notable items include Public Safety uniform expenditures at 51%, and Special Investigations slightly exceeding annual budget due to timing of investigative needs and activity. Staff will continue to monitor these accounts throughout the year.

City Financial Position at 03/31/2026:

Overall, the March financial statements reflect a stable financial position with revenues performing favorably against budget and expenditures generally remaining within expected spending patterns

for the first quarter of the fiscal year. Staff will continue monitoring revenue trends, expenditure timing, and operational impacts as the year progresses.

ATTACHMENTS

Exhibit A: March 2026 Financial Statements

CITY OF CHERRY HILLS VILLAGE
COMBINED CASH INVESTMENT
MARCH 31, 2026

EXHIBIT A

COMBINED CASH ACCOUNTS

99-1020	CSLIP	5,342,777.23
99-1021	WELLS FARGO CHECKING--XX3055	1,613,074.30
99-1022	BOK--CHARL PARK GID	70,470.47
99-1023	BOK--SOUTHMOOR HUDSON GID	15,334.64
99-1024	XPRESSBILLPAY	1,656.67
99-1025	COLOTRUST--GENERAL	25,033,116.17
99-1027	CSAFE--GENERAL	4,720,185.22
99-1028	CSAFE--CORE	2,133,306.40
99-1040	WELLS FARGO--MONEY MARKET	2,069,777.50
99-1041	WELLS FARGO INVESTMENT ACCT	10,000,000.00

TOTAL COMBINED CASH 50,999,698.60

99-1000 CASH ALLOCATED TO OTHER FUNDS (50,999,698.60)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	40,441,088.01
2	ALLOCATION TO CAPITAL FUND	2,430,136.77
7	ALLOCATION TO CONSERVATION TRUST FUND	300,190.23
8	ALLOCATION TO CH ANDERSON LAND DONATION FUND	157,895.61
14	ALLOCATION TO OPEN SPACE FUND	2,223,792.98
20	ALLOCATION TO WATER AND SEWER FUND	962,687.39
30	ALLOCATION TO PARKS AND RECREATION FUND	4,423,405.09
40	ALLOCATION TO CHV CHARLOU PARK 3RD FILING	47,001.01
50	ALLOCATION TO SOUTHMOOR CIR HUDSON PKWY GID	13,501.51

TOTAL ALLOCATIONS TO OTHER FUNDS 50,999,698.60

ALLOCATION FROM COMBINED CASH FUND - 99-1000 (50,999,698.60)

ZERO PROOF IF ALLOCATIONS BALANCE .00

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

GENERAL FUND

ASSETS

01-1000	CASH - COMBINED FUND	40,441,088.01	
01-1011	CASH ON HAND-GEN FUND	150.00	
01-1029	CASH ON DEPOSIT-PITNEY BOWES	2,500.00	
01-1051	PROPERTY TAXES RECEIVABLE	4,043,722.12	
01-1151	A/R--BILLED ACCTS--AR & DEV	68,389.36	
01-1152	SALES TAX RECEIVABLE	837,726.15	
01-1551	HEALTH/DENTAL INS. PAYABLES	(15,353.86)	
01-1701	COMPUTER LOAN PROGRAM	2,626.06	
	TOTAL ASSETS		45,380,847.84

LIABILITIES AND EQUITY

LIABILITIES

01-2011	ACCOUNTS PAYABLE	232,473.81	
01-2012	ACCRUED EXPENDITURES	7.67	
01-2014	PAYROLL PAYABLES-ZERO BALANCE	123,889.42	
01-2015	FICA/FWH PAYABLES	42,680.74	
01-2016	401(A) PAYABLES	7,734.02	
01-2017	457 PAYABLES	10,891.11	
01-2018	ROTH PAYABLES	467.69	
01-2020	HEALTH SAVINGS PAYABLES	(2,032.31)	
01-2021	FSA DEPENDENT CARE SPENDING	721.15	
01-2023	RETIREMENT PAYABLES	35,932.72	
01-2024	PUBLIC SAFETY DEFENSE INS.	325.00	
01-2025	LIFE, DEP, STD & LTD INS	2,549.95	
01-2026	CO STATE TAX WITHHOLDING	7,402.50	
01-2030	SHORT TERM DISABILITY PAYABLES	(270.00)	
01-2031	GARNISHMENTS	24.15	
01-2101	FSA MEDICAL SPENDING ACCT	1,777.19	
01-2201	RECOGNIZANCE BONDS	445.00	
01-2221	DEFERRED PROPERTY TAXES	4,043,722.12	
01-2231	PERFORMANCE BONDS PAYABLE	28,113.25	
01-2360	BUILDING ESCROW	12,000.49	
01-2370	BUILDING ESCROW	(10,177.18)	
01-2380	ROW-DRIVEWAYS	6,550.00	
01-2401	DUE TO STATE OF COLO--ESCHEATS	52.84	
	TOTAL LIABILITIES		4,545,281.33

FUND EQUITY

01-2901	RESTRICTED FUND BALANCE--ART	13,027.17	
	UNAPPROPRIATED FUND BALANCE:		
01-2900	FUND BALANCE	39,748,002.04	
	REVENUE OVER EXPENDITURES - YTD	1,074,537.30	
	BALANCE - CURRENT DATE	40,822,539.34	
	TOTAL FUND EQUITY		40,835,566.51

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

45,380,847.84

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>TAX REVENUES</u>						
01-310-3111 PROPERTY TAXES--CURRENT	775,923	1,182,839	1,030,733.70	1,030,733.70	3,700,000	27.9
01-310-3121 SPECIFIC OWNERSHIP TAXES	100,368		.00	.00	0	.0
01-310-3161 UTILITY FRANCHISE FEE	113,235	173,333	114,569.57	114,569.57	510,000	22.5
01-310-3162 CABLE TELEVISION FRANCHISE FEE	38,764	35,545	7.20	7.20	154,000	.0
01-310-3191 CURRENT TAX INTEREST		152-	.00	.00	1,000	.0
01-310-3311 SALES TAX	896,021	1,149,654	1,637,217.20	1,637,217.20	4,500,000	36.4
01-310-3312 MOTOR VEHICLE SALES TAX	351,618	304,788	217,343.40	217,343.40	1,228,250	17.7
TOTAL TAX REVENUES	2,275,928	2,846,008	2,999,871.07	2,999,871.07	10,093,250	
<u>LICENSE AND PERMIT REVENUES</u>						
01-320-3211 LIQUOR LICENSES	2,350	1,255	2,405.00	2,405.00	6,000	40.1
01-320-3220 LAND USE FEES			.00	.00	5,000	.0
01-320-3221 BUILDING PERMITS	327,603	753,009	305,953.97	305,953.97	1,490,880	20.5
01-320-3222 SERVICE EXPANSION FEES	40,518		25,848.40	25,848.40	120,000	21.5
01-320-3223 ZONING & SUBDIVISION FEES			.00	.00	1,000	.0
01-320-3224 ELEVATOR INSPECTION FEE		6,570	.00	.00	2,500	.0
01-320-3225 PLAN REVIEW FEE	29,303		42,655.00	42,655.00	135,000	31.6
01-320-3227 DOG LICENSES	830	970	690.00	690.00	2,000	34.5
01-320-3228 STREET CUT PERMITS	16,200	800	18,950.00	18,950.00	80,000	23.7
01-320-3229 STORMWATER CONSTRUCTION PERMIT	263	1,423	.00	.00	3,000	.0
01-320-3230 ENGINEERING PLAN REVIEW	2,145		.00	.00	22,500	.0
TOTAL LICENSE AND PERMIT REVENUES	419,212	764,026	396,502.37	396,502.37	1,867,880	
<u>INTERGOVERNMENTAL REVENUES</u>						
01-330-3321 MOTOR VEH.REGISTRATION	5,322		.00	.00	0	.0
01-330-3342 CIGARETTE TAX	2,230	2,121	1,257.33	1,257.33	9,000	14.0
01-330-3352 HIGHWAY USERS TAX	57,411		.00	.00	0	.0
01-330-3371 COUNTY ROAD & BRIDGE	4,041		.00	.00	0	.0
TOTAL INTERGOVERNMENTAL REVENUES	69,004	2,121	1,257.33	1,257.33	9,000	
<u>CHARGES FOR SERVICES REVENUES</u>						
01-350-3420 EXTRA DUTY SERVICE CHARGES	13,950	18,870	16,200.00	16,200.00	65,000	24.9
01-350-3422 POLICE CONTRACT REVS	144,525		85,527.14	85,527.14	319,680	26.8
01-350-3511 MUNICIPAL COURT FINES	43,593	40,534	35,265.00	35,265.00	180,000	19.6
01-350-3512 DUI FINES		775	876.57	876.57	0	.0
01-350-3513 FUEL SURCHARGE	1,970	1,505	1,620.00	1,620.00	8,000	20.3
01-350-3515 E.V. CHARGING FEES		191	161.68	161.68	0	.0
TOTAL CHARGES FOR SERVICES REVENUE	204,038	61,875	139,650.39	139,650.39	572,680	

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS REVENUES</u>						
01-360-3611 INTEREST INCOME	328,839	395,656	344,651.46	344,651.46	1,200,000	28.7
01-360-3650 CRIER CONTRIBUTIONS	5,705	4,815	4,845.00	4,845.00	5,500	88.1
01-360-3660 CRIER ADVERTISEMENT	890	2,115	3,165.00	3,165.00	8,000	39.6
01-360-3680 OTHER REVENUES	246	33,376	759.50	759.50	15,000	5.1
01-360-3681 DONATION TO THE ART COMMISSION	400	523	.00	.00	8,000	.0
01-360-3683 POLICE DONATIONS		25,000	37,720.00	37,720.00	121,000	31.2
01-360-3690 RENTAL FEES RECEIVED	2,196	2,269	1,610.52	1,610.52	8,800	18.3
TOTAL MISCELLANEOUS REVENUES	338,276	463,754	392,751.48	392,751.48	1,366,300	
 TOTAL FUND REVENUE	 3,306,457	 4,137,785	 3,930,032.64	 3,930,032.64	 13,909,110	 28.3

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
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ADMINISTRATION DEPARTMENT

01-411-1011	PERSONNEL SERVICES	138,074	127,908	135,941.63	135,941.63	667,967	20.4
01-411-1012	FEE PERSONNEL	0	52	.00	.00	0	.0
01-411-1013	SOCIAL SECURITY TAXES	10,000	9,612	9,914.56	9,914.56	51,844	19.1
01-411-1014	RETIREMENT 401-NONSWORN	5,222	4,518	4,716.52	4,716.52	21,174	22.3
01-411-1015	RETIREMENT	1,461	1,540	1,540.00	1,540.00	5,500	28.0
01-411-1016	HEALTH-LIFE-DENTAL INSURANCE	11,153	16,701	23,486.53	23,486.53	88,661	26.5
01-411-1017	UNEMPLOY-WORKMENS COMP INS	25,611	32,791	40,346.10	40,346.10	101,755	39.7
01-411-2021	OFC-SUPPLIES-POSTAGE	792	1,830	2,069.81	2,069.81	10,000	20.7
01-411-2022	PRINTING-REPRODUCTION	32	248	530.00	530.00	1,500	35.3
01-411-2028	SPECIAL MATERIALS	878	2,127	449.00	449.00	3,500	12.8
01-411-3031	GAS-HEAT-LIGHT	3,601	4,441	6,632.05	6,632.05	21,340	31.1
01-411-3033	COMMUNICATIONS	2,131	2,448	3,518.51	3,518.51	8,500	41.4
01-411-3035	SEWER	0	18	48.34	48.34	2,500	1.9
01-411-4040	COUNTY TREASURER FEES	7,759	11,827	10,307.34	10,307.34	37,100	27.8
01-411-4041	COUNTY USE TAX FEES	17,581	0	.00	.00	72,300	.0
01-411-4042	AUDIT	0	8,080	.00	.00	36,350	.0
01-411-4043	LEGAL	43,056	62,511	29,173.47	29,173.47	330,000	8.8
01-411-4044	FINANCIAL CONSULTING	0	19,880	.00	.00	1,000	.0
01-411-4049	OTHER CONTRACTUAL SERVICES	8,573	10,697	4,367.06	4,367.06	27,750	15.7
01-411-5051	BUILDING MAINTENANCE	1,577	3,377	2,089.55	2,089.55	9,500	22.0
01-411-6061	INSURANCE-BONDS	45,134	87,828	105,207.43	105,207.43	208,986	50.3
01-411-6062	ELECTION EXPENSE	0	0	.00	.00	10,000	.0
01-411-6063	TRAIN.-DUES-TRAVEL-SUBSC	17,416	6,084	19,901.35	19,901.35	59,000	33.7
01-411-6064	TESTING-PHYSICALS	0	0	.00	.00	500	.0
01-411-6066	LEGAL PUBLICATIONS	187	87	77.60	77.60	3,000	2.6
01-411-6067	SPECIAL EVENTS	853	1,238	.00	.00	5,000	.0
01-411-6068	MISCELLANEOUS EXPENSES	14,721	15,803	12,863.52	12,863.52	110,000	11.7
01-411-7071	EQUIPMENT	107	20,000	21,000.00	21,000.00	20,000	105.0
TOTAL ADMINISTRATION DEPARTMENT		355,919	451,645	434,180.37	434,180.37	1,914,727	22.7

JUDICIAL DEPARTMENT

01-412-1011	PERSONNEL SERVICES	18,324	20,002	19,349.24	19,349.24	80,260	24.1
01-412-1012	FEE PERSONNEL	7,650	4,650	8,572.00	8,572.00	42,500	20.2
01-412-1013	SOCIAL SECURITY TAXES	1,355	1,463	1,407.16	1,407.16	6,140	22.9
01-412-1015	RETIREMENT	0	0	166.82-	166.82-	0	.0
01-412-1016	HEALTH-LIFE-DENTAL INSURANCE	4,419	4,882	6,054.35	6,054.35	21,279	28.5
01-412-2021	OFC SUPPLIES-POSTAGE	1,643	27	84.09	84.09	300	28.0
01-412-2022	PRINTING-REPRODUCTION	130	140	.00	.00	300	.0
01-412-4050	JURY-WITNESS FEES	65	0	.00	.00	300	.0
01-412-6063	TRAIN.-DUES-TRAVEL-SUBSC	17	235	.00	.00	1,850	.0
01-412-6067	INTERPRETERS	440	1,630	400.00	400.00	3,600	11.1
01-412-6068	MISCELLANEOUS EXPENSES	0	0	.00	.00	500	.0
TOTAL JUDICIAL DEPARTMENT		34,044	33,030	35,700.02	35,700.02	157,029	22.7

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

		YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>DATA PROCESSING DEPARTMENT</u>							
01-414-2028	SOFTWARE	7,303	13,770	13,983.38	13,983.38	29,590	47.3
01-414-4049	OTHER CONTRACTUAL SERVICES	28,480	34,995	40,402.53	40,402.53	101,800	39.7
01-414-5052	EQUIPMENT MAINTENANCE	0	0	.00	.00	28,350	.0
01-414-6068	MISCELLANEOUS EXPENSES	33,181	35,128	10,163.88	10,163.88	77,760	13.1
01-414-7071	EQUIPMENT	16,562	6,518	.00	.00	32,400	.0
	TOTAL DATA PROCESSING DEPARTMENT	85,526	90,412	64,549.79	64,549.79	269,900	23.9
<u>COMMUNITY DEVELOPMENT DEPARTME</u>							
01-418-1011	PERSONNEL SERVICES	54,796	58,134	58,013.72	58,013.72	229,567	25.3
01-418-1013	SOCIAL SECURITY TAXES	4,283	4,543	4,531.60	4,531.60	17,870	25.4
01-418-1014	RETIREMENT 401-NONSWORN	1,832	1,943	1,682.23	1,682.23	11,758	14.3
01-418-1015	RETIREMENT	908	964	1,002.47	1,002.47	0	.0
01-418-1016	HEALTH-LIFE-DENTAL INSURANCE	6,769	7,421	9,166.61	9,166.61	34,282	26.7
01-418-2021	OFCE SUPPLIES-POSTAGE	0	1,464	1,106.00	1,106.00	1,500	73.7
01-418-2022	PRINTING-REPRODUCTION	4,112	513	230.98	230.98	750	30.8
01-418-2028	SPECIAL MATERIALS	0	0	.00	.00	500	.0
01-418-4042	CONTRACTED PLAN REVIEW	15,900	26,880	16,990.00	16,990.00	140,000	12.1
01-418-4045	ENGINEERING SERVICES	4,718	16,129	8,568.00	8,568.00	35,000	24.5
01-418-4046	TRAFFIC ENGINEERING	1,185	3,737	1,607.00	1,607.00	8,000	20.1
01-418-4047	BUILDING INSPECTION	15,873	19,181	14,479.20	14,479.20	110,000	13.2
01-418-4049	OTHER CONTRACTUAL SERVICES	0	0	1,200.00	1,200.00	43,080	2.8
01-418-6063	TRAIN.-DUES-TRAVEL-SUBSC	342	97	786.72	786.72	4,500	17.5
01-418-6068	MISCELLANEOUS EXPENSE	839	750	750.00	750.00	3,500	21.4
	TOTAL COMMUNITY DEVELOPMENT DEPAR	111,557	141,756	120,114.53	120,114.53	640,308	18.8
<u>VILLAGE CRIER DEPARTMENT</u>							
01-419-1012	FEE PERSONNEL	1,126	1,066	1,126.26	1,126.26	6,240	18.1
01-419-2021	OFFICE SUPPLIES, POSTAGE	2,103	2,681	2,809.80	2,809.80	13,950	20.1
01-419-2022	PRINTING	1,765	4,778	6,040.17	6,040.17	25,080	24.1
	TOTAL VILLAGE CRIER DEPARTMENT	4,995	8,526	9,976.23	9,976.23	45,270	22.0

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>						
01-421-1011 PERSONNEL SERVICES	789,217	910,164	968,743.04	968,743.04	3,811,026	25.4
01-421-1013 SOCIAL SECURITY TAXES	17,728	19,887	22,479.37	22,479.37	72,650	30.9
01-421-1014 POLICE PENSION CONTRIBUTIONS	57,859	16,782	13,544.55	13,544.55	399,600	3.4
01-421-1015 RETIREMENT	16,974	19,017	17,968.68	17,968.68	69,980	25.7
01-421-1016 HEALTH-LIFE-DENTAL INSURANCE	133,505	162,611	204,971.35	204,971.35	668,096	30.7
01-421-1017 FPPA CONTRIBUTIONS	0	82,915	96,304.01	96,304.01	0	.0
01-421-1018 UNIFORM EXPENSE	5,418	2,310	22,330.64	22,330.64	43,600	51.2
01-421-1019 OVERTIME	15,587	20,280	16,498.57	16,498.57	65,000	25.4
01-421-1020 EXTRA DUTY	13,545	13,510	18,165.00	18,165.00	60,000	30.3
01-421-2021 OFC SUPPLIES-POSTAGE	2,674	3,244	3,430.91	3,430.91	9,000	38.1
01-421-2022 PRINTING-REPRODUCTION	0	188	210.12	210.12	5,000	4.2
01-421-2023 CRIME PREVENTION	46	167	.00	.00	7,500	.0
01-421-2024 DARE	0	36	.00	.00	1,000	.0
01-421-2028 SPECIAL MATERIALS	7,371	2,877	318.17	318.17	23,000	1.4
01-421-2029 ANIMAL CONTROL	201	300	188.54	188.54	500	37.7
01-421-3031 ELECTRIC/GAS	63-	11,978	11,011.60	11,011.60	30,000	36.7
01-421-3032 WATER	100	715	342.58	342.58	3,000	11.4
01-421-3033 TELEPHONE	7,522	9,235	4,949.68	4,949.68	30,000	16.5
01-421-3035 SEWER	916	953	902.41	902.41	2,620	34.4
01-421-4048 VEHICLE MAINTENANCE CONTRACT	4,596	0	10,183.26	10,183.26	50,000	20.4
01-421-4049 OTHER CONTRACTUAL SERVICES	217,698	207,067	90,427.09	90,427.09	299,200	30.2
01-421-4051 POLICE DONATIONS	22,700	0	37,720.00	37,720.00	121,000	31.2
01-421-5051 BUILDING MAINTENANCE	1,919	5,218	4,106.39	4,106.39	35,000	11.7
01-421-5052 EQUIPMENT MAINTENANCE	27,510	1,500	1,500.00	1,500.00	40,000	3.8
01-421-5053 VEHICLE MAINTENANCE	1,477	2,539	302.40	302.40	7,500	4.0
01-421-5054 GASOLINE-OIL	9,993	18,563	1,217.43	1,217.43	55,000	2.2
01-421-6062 WELLNESS PROGRAM	0	2,772	795.85	795.85	20,000	4.0
01-421-6063 TRNG-DUES-TRAVEL-SUBSC	11,203	17,943	13,962.27	13,962.27	50,000	27.9
01-421-6064 TESTING AND PHYSICAL EXAMS	0	184	475.00	475.00	9,000	5.3
01-421-6065 PRISONER EXPENSES	190	171	170.70	170.70	7,500	2.3
01-421-6066 SPECIAL INVESTIGATIONS	995	17,752	38,631.00	38,631.00	35,000	110.4
01-421-6067 CANINE EXPENSES	0	393	5,209.76	5,209.76	10,000	52.1
01-421-6068 MISCELLANEOUS EXPENSES	175	18,015	8,192.73	8,192.73	35,000	23.4
01-421-7071 EQUIPMENT	8,798	7,538	16,222.77	16,222.77	53,000	30.6
TOTAL PUBLIC SAFETY DEPARTMENT	1,375,855	1,576,821	1,631,475.87	1,631,475.87	6,128,772	26.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>PUBLIC WORKS DEPARTMENT</u>						
01-431-1011 PERSONNEL SERVICES	192,622	169,416	193,795.79	193,795.79	804,877	24.1
01-431-1013 SOCIAL SECURITY TAXES	15,165	12,859	14,939.60	14,939.60	63,120	23.7
01-431-1014 RETIREMENT 401-NONSWORN	2,836	3,656	3,445.15	3,445.15	13,365	25.8
01-431-1015 RETIREMENT	3,113	2,994	3,297.84	3,297.84	12,480	26.4
01-431-1016 HEALTH-LIFE-DENTAL INSURANCE	37,975	35,431	42,448.84	42,448.84	190,220	22.3
01-431-1018 UNIFORM EXPENSE	1,992	913	275.95	275.95	5,000	5.5
01-431-1019 OVERTIME	7,870	1,660	3,935.42	3,935.42	12,000	32.8
01-431-2021 OFC SUPPLIES-POSTAGE	0	159	279.64	279.64	1,000	28.0
01-431-2024 SNOW-ICE MATERIALS	36,220	35,338	1,153.00	1,153.00	75,000	1.5
01-431-2025 ROAD MAINT. MATERIALS	445	7,857	7,375.90	7,375.90	49,500	14.9
01-431-2026 CURB-GUTTER-SIDEWALKS	0	0	.00	.00	3,000	.0
01-431-2027 TRAFFIC CONTROL DEVICES	6,952	3,595	2,939.97	2,939.97	20,500	14.3
01-431-2028 SPECIAL MATERIALS	3,249	886	1,492.64	1,492.64	10,000	14.9
01-431-3031 GAS-HEAT-LIGHT	1,105	899	4,447.95	4,447.95	4,000	111.2
01-431-3032 WATER	156	245	153.11	153.11	2,000	7.7
01-431-3033 COMMUNICATIONS	3,747	7,380	5,004.78	5,004.78	24,000	20.9
01-431-3034 STREET LIGHTING	696	941	318.04	318.04	8,300	3.8
01-431-4045 ENGINEERING SERVICES	0	0	.00	.00	20,000	.0
01-431-4048 VEHICLE MAINTENANCE CONTRACT	270	0	1,585.65	1,585.65	55,000	2.9
01-431-4049 OTHER CONTRACTUAL SERVICES	3,883	5,415	3,089.45	3,089.45	54,000	5.7
01-431-5051 BUILDING MAINTENANCE	3,448	2,448	3,771.88	3,771.88	15,000	25.2
01-431-5052 EQUIPMENT MAINTENANCE	3,694	9,811	7,943.26	7,943.26	18,000	44.1
01-431-5053 VEHICLE MAINTENANCE	1,651	146	34.98	34.98	10,000	.4
01-431-5054 GASOLINE-OIL	7,046	7,875	1,520.36	1,520.36	30,400	5.0
01-431-6063 TRNG-DUES-TRAVEL-SUBSC	4,707	2,955	5,133.77	5,133.77	28,600	18.0
01-431-6064 TESTING PHYSICALS	0	353	301.00	301.00	4,500	6.7
01-431-6068 MISCELLANEOUS EXPENSES	521	4,782-	375.00	375.00	6,000	6.3
01-431-7071 EQUIPMENT	5,967	751	439.56	439.56	20,000	2.2
TOTAL PUBLIC WORKS DEPARTMENT	345,329	309,200	309,498.53	309,498.53	1,559,862	19.8
<u>UNKNOWN DEPARTMENT</u>						
01-441-1102 EQUIPMENT-COMPUTER	0	5,278	.00	.00	0	.0
01-441-2104 VEHICLES-POLICE	0	26,273	.00	.00	0	.0
TOTAL UNKNOWN DEPARTMENT	0	31,551	.00	.00	0	.0
<u>OTHER FINANCING USES</u>						
01-450-7070 COP INTEREST EXPENSE	0	0	.00	.00	188,350	.0
01-450-7074 COP PRINCIPAL PAYMENT	0	0	.00	.00	178,560	.0
01-450-7080 GF INTERFUND TRANSFER OUT	0	400,000	250,000.00	250,000.00	1,000,000	25.0
TOTAL OTHER FINANCING USES	0	400,000	250,000.00	250,000.00	1,366,910	18.3

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
TOTAL FUND EXPENDITURES	2,313,225	3,042,939	2,855,495.34	2,855,495.34	12,082,777	23.6
NET REVENUE OVER EXPENDITURES	993,233	1,094,846	1,074,537.30	1,074,537.30	1,826,333	58.8

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

CAPITAL FUND

ASSETS

02-1000	CASH - COMBINED FUND		2,430,136.77	
	TOTAL ASSETS			2,430,136.77

LIABILITIES AND EQUITY

LIABILITIES

02-2011	ACCOUNTS PAYABLE		2,866.91	
	TOTAL LIABILITIES			2,866.91

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
02-2900	FUND BALANCE	2,073,791.57		
	REVENUE OVER EXPENDITURES - YTD	353,478.29		
	BALANCE - CURRENT DATE		2,427,269.86	
	TOTAL FUND EQUITY			2,427,269.86
	TOTAL LIABILITIES AND EQUITY			2,430,136.77

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CAPITAL FUND						
	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>TAX REVENUES</u>						
02-310-3121 SPECIFIC OWNERSHIP TAX		109,228	63,731.58	63,731.58	400,000	15.9
TOTAL TAX REVENUES		109,228	63,731.58	63,731.58	400,000	
<u>SOURCE 330</u>						
02-330-3321 MV REGISTRATION FEES		5,031	3,488.55	3,488.55	22,000	15.9
02-330-3352 HIGHWAY USERS TAX FUND		62,723	36,463.08	36,463.08	262,495	13.9
02-330-3371 COUNTY ROAD/BRIDGE SHAREBACK		4,683	4,841.38	4,841.38	86,000	5.6
TOTAL SOURCE 330		72,437	44,793.01	44,793.01	370,495	
<u>MISCELLANEOUS REVENUES</u>						
02-360-3611 INTEREST INCOME	13,509	15,085	21,418.75	21,418.75	20,000	107.1
02-360-3680 OTHER REVENUE	77,004	20,500	.00	.00	60,200	.0
02-360-3695 SALE OF ASSETS			30,000.00	30,000.00	0	.0
02-360-3710 TRANSFERS IN		605,625	420,000.00	420,000.00	1,680,000	25.0
TOTAL MISCELLANEOUS REVENUES	90,513	641,210	471,418.75	471,418.75	1,760,200	
TOTAL FUND REVENUE	90,513	822,875	579,943.34	579,943.34	2,530,695	22.9

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CAPITAL FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
CAPITAL FUND EXPENDITURES						
02-441-1000 TRAIL IMPROVEMENTS	0	0	.00	.00	10,000	.0
02-441-1102 COMPUTER EQUIPMENT	17,349	0	.00	.00	0	.0
02-441-2103 POLICE EQUIPMENT	21,035	0	.00	.00	78,700	.0
02-441-2104 POLICE VEHICLES	141,101	47,939	7,792.63	7,792.63	68,000	11.5
02-441-2107 POLICE MOTORCYCLE PROGRAM	165	0	.00	.00	0	.0
02-441-3101 STREET IMPROVEMENT PROGRAM	0	20,548-	4,750.26	4,750.26	1,545,000	.3
02-441-3102 PUBLIC WORKS EQUIPMENT	0	0	55,000.00	55,000.00	125,000	44.0
02-441-3103 PARKS EQUIPMENT	92,490	7,552-	52,199.98	52,199.98	192,500	27.1
02-441-3104 PUBLIC WORKS VEHICLES	340,023	0	.00	.00	0	.0
02-441-3105 PARKS VEHICLES	0	0	58,504.35	58,504.35	80,000	73.1
02-441-3106 STORM SEWERS	0	10,000	.00	.00	50,000	.0
02-441-3108 BUILDINGS	60,490	57,468	48,217.83	48,217.83	100,000	48.2
02-441-3109 TRAFFIC CALMING	0	0	.00	.00	200,000	.0
02-441-3111 CURB AND GUTTER	0	0	.00	.00	80,000	.0
02-441-3112 RIGHTS-OF-WAY IMPROVEMENTS	0	0	.00	.00	110,000	.0
02-441-3114 PARKS PROJECTS	23,228	200,250	.00	.00	600,000	.0
02-441-3115 PUBLIC WORKS PROJECTS	0	0	.00	.00	50,000	.0
TOTAL CAPITAL FUND EXPENDITURES	695,882	287,557	226,465.05	226,465.05	3,289,200	6.9
TOTAL FUND EXPENDITURES	695,882	287,557	226,465.05	226,465.05	3,289,200	6.9
NET REVENUE OVER EXPENDITURES	605,369-	535,318	353,478.29	353,478.29	758,505-	46.6

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

COP PROJECT FUND

		YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>REVENUE</u>							
03-360-3611	INTEREST EARNINGS		2,029	.00	.00	0	.0
TOTAL REVENUE			2,029	.00	.00	0	
TOTAL FUND REVENUE			2,029	.00	.00	0	.0
NET REVENUE OVER EXPENDITURES		0	2,029	.00	.00	0	.0

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

CONSERVATION TRUST FUND

ASSETS

07-1000	CASH - COMBINED FUND	300,190.23	
	TOTAL ASSETS		300,190.23

LIABILITIES AND EQUITY

LIABILITIES

07-2011	ACCOUNTS PAYABLE	7,007.48	
	TOTAL LIABILITIES		7,007.48

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
07-2900	FUND BALANCE	542,982.13	
	REVENUE OVER EXPENDITURES - YTD	(249,799.38)	
	BALANCE - CURRENT DATE	293,182.75	
	TOTAL FUND EQUITY		293,182.75
	TOTAL LIABILITIES AND EQUITY		300,190.23

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CONSERVATION TRUST FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>						
07-330-3358 LOTTERY REVENUES--STATE SHARED	21,984	18,910	24,015.23	24,015.23	68,040	35.3
TOTAL INTERGOVERNMENTAL REVENUES	21,984	18,910	24,015.23	24,015.23	68,040	
<u>MISCELLANEOUS REVENUES</u>						
07-360-3611 INTEREST ON INVESTMENTS	5,092	7,320	3,230.06	3,230.06	24,000	13.5
TOTAL MISCELLANEOUS REVENUES	5,092	7,320	3,230.06	3,230.06	24,000	
TOTAL FUND REVENUE	27,076	26,231	27,245.29	27,245.29	92,040	29.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CONSERVATION TRUST FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>						
07-450-4521 TRAIL IMPROVEMENTS	0	899	277,044.67	277,044.67	431,500	64.2
TOTAL CONSERVATION TRUST EXPENDITU	0	899	277,044.67	277,044.67	431,500	64.2
TOTAL FUND EXPENDITURES	0	899	277,044.67	277,044.67	431,500	64.2
NET REVENUE OVER EXPENDITURES	27,076	25,331	249,799.38-	249,799.38-	339,460-	(73.6)

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

CH ANDERSON LAND DONATION FUND

ASSETS

08-1000	CASH - COMBINED FUND		157,895.61	
	TOTAL ASSETS			157,895.61

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
08-2900	FUND BALANCE	152,357.94		
	REVENUE OVER EXPENDITURES - YTD	5,537.67		
	BALANCE - CURRENT DATE		157,895.61	
	TOTAL FUND EQUITY			157,895.61
	TOTAL LIABILITIES AND EQUITY			157,895.61

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CH ANDERSON LAND DONATION FUND

		YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
	<u>LICENSE AND PERMIT REVENUES</u>						
08-320-3221	RECREATION REIMBURSEMENT DONAT	500	75	525.00	525.00	1,000	52.5
	TOTAL LICENSE AND PERMIT REVENUES	500	75	525.00	525.00	1,000	
	<u>MISCELLANEOUS REVENUES</u>						
08-360-3611	INTEREST-INVESTMENTS	4,598	1,597	1,347.67	1,347.67	3,000	44.9
08-360-3680	MISCELLANEOUS REVENUES	4,100	4,061	3,665.00	3,665.00	7,500	48.9
	TOTAL MISCELLANEOUS REVENUES	8,698	5,659	5,012.67	5,012.67	10,500	
	TOTAL FUND REVENUE	9,198	5,734	5,537.67	5,537.67	11,500	48.2

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CH ANDERSON LAND DONATION FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>LAND DONATION FUND EXPENDITURE</u>						
08-450-3031 QUINCY FARM UTILITIES	2,134	395	.00	.00	0	.0
08-450-6066 R&M--QUINCY FARM	2,049	715	.00	.00	0	.0
08-450-6068 MISCELLANEOUS	15,742	0	.00	.00	11,000	.0
08-450-9093 THREE POND PARK WATER RIGHTS	0	0	.00	.00	621	.0
08-450-9095 PARK & TRAIL IMPROVEMENTS	250	0	.00	.00	5,000	.0
TOTAL LAND DONATION FUND EXPENDITUR	20,175	1,110	.00	.00	16,621	.0
TOTAL FUND EXPENDITURES	20,175	1,110	.00	.00	16,621	.0
NET REVENUE OVER EXPENDITURES	10,977-	4,624	5,537.67	5,537.67	5,121-	108.1

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

SID # 7 BOND FUND

		YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
	MISCELLANEOUS REVENUES						
13-360-3611	INTEREST INCOME		1	.00	.00	0	.0
	TOTAL MISCELLANEOUS REVENUES		1	.00	.00	0	
	TOTAL FUND REVENUE		1	.00	.00	0	.0
	NET REVENUE OVER EXPENDITURES	0	1	.00	.00	0	.0

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

OPEN SPACE FUND

ASSETS

14-1000	CASH - COMBINED FUND	2,223,792.98	
	TOTAL ASSETS		2,223,792.98

LIABILITIES AND EQUITY

LIABILITIES

14-2071	ARAP CO SALES TAX COLLECTED	56,462.08	
	TOTAL LIABILITIES		56,462.08

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
14-2900	FUND BALANCE	2,148,157.94	
	REVENUE OVER EXPENDITURES - YTD	19,172.96	
	BALANCE - CURRENT DATE	2,167,330.90	
	TOTAL FUND EQUITY		2,167,330.90
	TOTAL LIABILITIES AND EQUITY		2,223,792.98

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

OPEN SPACE FUND

		YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
	<u>LICENSE AND PERMIT REVENUES</u>						
14-320-3200	OPEN SPACE SHAREBACK			.00	.00	240,000	.0
14-320-3220	SALES TAX COLLECTION FEE			.00	.00	8,000	.0
	TOTAL LICENSE AND PERMIT REVENUES			.00	.00	248,000	
	<u>MISCELLANEOUS REVENUES</u>						
14-360-3611	INTEREST INCOME	20,461	19,848	19,172.96	19,172.96	72,000	26.6
	TOTAL MISCELLANEOUS REVENUES	20,461	19,848	19,172.96	19,172.96	72,000	
	TOTAL FUND REVENUE	20,461	19,848	19,172.96	19,172.96	320,000	6.0

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

OPEN SPACE FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>OPEN SPACE FUND EXPENDITURES</u>						
14-450-9091 TRAIL IMPROVEMENTS	0	28,888	.00	.00	100,000	.0
14-450-9092 PARK IMPROVEMENTS	0	4,310	.00	.00	10,000	.0
TOTAL OPEN SPACE FUND EXPENDITURES	0	33,199	.00	.00	110,000	.0
TOTAL FUND EXPENDITURES	0	33,199	.00	.00	110,000	.0
NET REVENUE OVER EXPENDITURES	20,461	13,351-	19,172.96	19,172.96	210,000	9.1

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

AMERICAN RESCUE PLAN ACT FUND

		<u>YTD ACTUAL2024-</u>	<u>YTD ACTUAL2025-</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCNT</u>
<u>ARPA FUND EXPENDITURES</u>							
15-441-1101	ARPA EXPENDITURES	28,971	0	.00	.00	0	.0
	TOTAL ARPA FUND EXPENDITURES	28,971	0	.00	.00	0	.0
	TOTAL FUND EXPENDITURES	28,971	0	.00	.00	0	.0
	NET REVENUE OVER EXPENDITURES	28,971-	0	.00	.00	0	.0

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

WATER AND SEWER FUND

ASSETS

20-1000	CASH - COMBINED FUND	962,687.39	
20-1151	ACCOUNTS RECEIVABLE	9,245.00	
20-1551	SEWER LINES	708,364.00	
20-1601	ACCUMULATED DEPRECIATION	(708,364.00)	
	TOTAL ASSETS		971,932.39

LIABILITIES AND EQUITY

LIABILITIES

20-2011	ACCOUNTS PAYABLE	5,000.00	
	TOTAL LIABILITIES		5,000.00

FUND EQUITY

20-2901	RETAINED EARNINGS	345,894.62	
20-2951	CONTRIBUTED CAPITAL-TAPS	438,450.00	
20-2961	CONTRIBUTED CAPITAL-SEWER	571,808.00	
	UNAPPROPRIATED FUND BALANCE:		
20-2900	FUND BALANCE	(528,721.03)	
	REVENUE OVER EXPENDITURES - YTD	139,500.80	
	BALANCE - CURRENT DATE	(389,220.23)	
	TOTAL FUND EQUITY		966,932.39
	TOTAL LIABILITIES AND EQUITY		971,932.39

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

WATER AND SEWER FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>LICENSE AND PERMIT REVENUES</u>						
20-320-3220 SEWER TAP FEES			.00	.00	5,000	.0
20-320-3221 WATER TAP FEES	17,000	6,000	9,000.00	9,000.00	14,000	64.3
20-320-3226 SEWER ADMINISTRATION FEES	430-		.00	.00	0	.0
20-320-3228 W/S REPAIR & REPLACEMENT FEES	82,560	84,280	83,850.00	83,850.00	83,420	100.5
TOTAL LICENSE AND PERMIT REVENUES	99,130	90,280	92,850.00	92,850.00	102,420	
<u>MISCELLANEOUS REVENUES</u>						
20-360-3611 INTEREST INCOME	12,242	13,038	7,966.82	7,966.82	36,000	22.1
20-360-3680 MISCELLANEOUS INCOME			48,795.00	48,795.00	0	.0
TOTAL MISCELLANEOUS REVENUES	12,242	13,038	56,761.82	56,761.82	36,000	
TOTAL FUND REVENUE	111,372	103,318	149,611.82	149,611.82	138,420	108.1

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

WATER AND SEWER FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>WATER & SEWER EXPENDITURES</u>						
20-461-4042 LEGAL COUNSEL	0	513	.00	.00	2,000	.0
20-461-4049 OTHER CONTRACTUAL	1,980	2,562	3,270.27	3,270.27	75,000	4.4
20-461-5052 SEWER REPAIRS & MAINTENANCE	202	0	6,840.75	6,840.75	200,000	3.4
20-461-6063 TRAINING, DUES & SUB	214	0	.00	.00	500	.0
20-461-6068 MISCELLANEOUS	30	254	.00	.00	0	.0
TOTAL WATER & SEWER EXPENDITURES	2,425	3,329	10,111.02	10,111.02	277,500	3.6
 TOTAL FUND EXPENDITURES	 2,425	 3,329	 10,111.02	 10,111.02	 277,500	 3.6
 NET REVENUE OVER EXPENDITURES	 108,946	 99,989	 139,500.80	 139,500.80	 139,080-	 100.3

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

PARKS AND RECREATION FUND

ASSETS

30-1000	CASH - COMBINED FUND	4,423,405.09	
30-1051	PROPERTY TAXES RECEIVABLE	4,110,587.00	
30-1151	ACCOUNTS RECEIVABLE	.01	
30-1551	HEALTH & DENTAL INS. PAYABLES	(10,351.10)	
	TOTAL ASSETS		8,523,641.00

LIABILITIES AND EQUITY

LIABILITIES

30-2011	ACCOUNTS PAYABLE	46,961.85	
30-2012	ACCRUED EXPENDITURES	7.98	
30-2014	PAYROLL PAYABLES-ZERO BALANCE	40,025.34	
30-2015	FICA/FWH PAYABLES	6,522.55	
30-2019	HEALTH & DENTAL INS. PAYABLE	1,064.52	
30-2025	LIFE, DEP, STD, LTD INS.	2,650.38	
30-2026	SWH PAYABLES	1,659.50	
30-2221	DEFERRED PROPERTY TAXES	4,109,855.11	
	TOTAL LIABILITIES		4,208,747.23

FUND EQUITY

30-2901	RESTRICTED FUND BALANCE--ART	1,100.00	
	UNAPPROPRIATED FUND BALANCE:		
30-2900	FUND BALANCE	3,937,716.11	
	REVENUE OVER EXPENDITURES - YTD	376,077.66	
	BALANCE - CURRENT DATE	4,313,793.77	
	TOTAL FUND EQUITY		4,314,893.77
	TOTAL LIABILITIES AND EQUITY		8,523,641.00

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARKS AND RECREATION FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>TAX REVENUES</u>						
30-310-3111 CURRENT PROPERTY TAXES	807,593	1,231,118	1,047,959.65	1,047,959.65	3,750,000	28.0
30-310-3191 CURRENT TAX INTEREST		158-	.00	.00	0	.0
TOTAL TAX REVENUES	807,593	1,230,960	1,047,959.65	1,047,959.65	3,750,000	
<u>MISCELLANEOUS REVENUES</u>						
30-360-3611 INTEREST INCOME	58,459	48,073	33,774.04	33,774.04	150,000	22.5
30-360-3680 OTHER REVENUES		7,102	.00	.00	2,500	.0
TOTAL MISCELLANEOUS REVENUES	58,459	55,175	33,774.04	33,774.04	152,500	
TOTAL FUND REVENUE	866,052	1,286,135	1,081,733.69	1,081,733.69	3,902,500	27.7

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARKS AND RECREATION FUND

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>PARKS & RECREATION EXPENDITURE</u>						
30-432-1011 PERSONAL SERVICES	283,512	295,046	304,651.71	304,651.71	1,457,828	20.9
30-432-1013 SOCIAL SECURITY TAXES	20,489	21,112	21,384.64	21,384.64	111,520	19.2
30-432-1014 RETIREMENT 401-MGMT	6,505	5,124	4,794.54	4,794.54	28,620	16.8
30-432-1015 RETIREMENT 457 DEF COMP	4,296	4,884	5,037.69	5,037.69	21,200	23.8
30-432-1016 HEALTH-LIFE-DENTAL INSURANCE	44,775	46,004	67,719.88	67,719.88	210,870	32.1
30-432-1018 UNIFORM EXPENSE	351	1,649	.00	.00	6,200	.0
30-432-1019 OVERTIME	6,117	3,155	573.72	573.72	12,000	4.8
30-432-2021 OFC-SUPPLIES-POSTAGE	64	246	50.44	50.44	2,000	2.5
30-432-2023 PLANT SUPPLIES	1,550	0	.00	.00	8,000	.0
30-432-2025 R&M--PARKS	8,218	7,649	8,846.82	8,846.82	31,500	28.1
30-432-2026 SNOW AND ICE MELT	0	0	.00	.00	1,000	.0
30-432-2027 PARK SIGNAGE	0	157	.00	.00	15,000	.0
30-432-2028 SPECIAL MATERIALS	2,155	2,226	555.22	555.22	7,000	7.9
30-432-3031 GAS-HEAT-LIGHT	2,008	1,950	2,964.18	2,964.18	13,200	22.5
30-432-3032 WATER	1,786	2,696	3,318.03	3,318.03	20,000	16.6
30-432-3033 COMMUNICATIONS	2,112	3,124	1,863.43	1,863.43	13,000	14.3
30-432-3035 SEWER	79	30	23.67	23.67	2,800	.9
30-432-4040 COUNTY TREASURER FEES	0	12,310	10,479.60	10,479.60	0	.0
30-432-4041 COUNTY TREASURER FEES	8,076	0	.00	.00	39,000	.0
30-432-4043 LEGAL/SURVEYING	10,100	0	.00	.00	60,000	.0
30-432-4046 ENGINEERING	843	0	.00	.00	25,000	.0
30-432-4047 FORESTRY/ROW TREE MAINT.	2,657	917	2,060.00	2,060.00	87,500	2.4
30-432-4048 VEHICLE MAINTENANCE CONTRACT	0	0	3,214.11	3,214.11	27,000	11.9
30-432-4049 OTHER CONTRACTUAL SERVICES	35,428	21,148	9,900.88	9,900.88	127,600	7.8
30-432-5051 BUILDING MAINTENANCE	3,777	2,826	3,169.74	3,169.74	22,400	14.2
30-432-5052 EQUIPMENT MAINTENANCE	499	2,491	620.85	620.85	10,000	6.2
30-432-5053 VEHICLE MAINTENANCE	99	1,410	624.00	624.00	11,000	5.7
30-432-5054 GASOLINE-OIL	7,046	4,098	848.58	848.58	18,000	4.7
30-432-5055 GROUNDS MAINTENANCE	1,143	9,063	260.00	260.00	20,000	1.3
30-432-5057 QUINCY FARM OPERATIONS	0	3,682	1,402.14	1,402.14	166,000	.8
30-432-5058 QUINCY FARM UTILITIES	0	2,643	4,873.53	4,873.53	20,000	24.4
30-432-5059 HIGH LINE CANAL OPERATIONS	0	0	.00	.00	45,000	.0
30-432-6063 TRAIN-DUES-TRAVEL-SUBSC	5,521	5,887	2,573.05	2,573.05	39,070	6.6
30-432-6064 TESTING-PHYSICALS	853	705	501.00	501.00	2,500	20.0
30-432-6067 SPECIAL EVENTS	1,370	6,443	183.00	183.00	21,500	.9
30-432-6068 MISCELLANEOUS EXPENSES	1,051	3,198	563.09	563.09	6,500	8.7
30-432-6069 RECREATION REIMBURSEMENT PROGR	13,845	13,998	14,028.50	14,028.50	200,000	7.0
30-432-7000 PUBLIC ART	2,221	4,831	400.09	400.09	25,000	1.6
30-432-7070 COP INTEREST EXPENSE	0	0	.00	.00	195,185	.0
30-432-7071 EQUIPMENT	4,527	1,719	424.24	424.24	20,000	2.1
30-432-7074 COP PRINCIPAL EXPENSE	0	0	.00	.00	181,440	.0
30-432-7075 ADMINISTRATIVE SERVICES	29,272	41,887	57,745.66	57,745.66	155,491	37.1
TOTAL PARKS & RECREATION EXPENDITUR	512,345	527,915	535,656.03	535,656.03	3,486,924	15.4

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARKS AND RECREATION FUND

		YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
	DEPARTMENT 470						
30-470-7080	TRANSFERS OUT	0	205,625	170,000.00	170,000.00	680,000	25.0
	TOTAL DEPARTMENT 470	0	205,625	170,000.00	170,000.00	680,000	25.0
	TOTAL FUND EXPENDITURES	512,345	733,540	705,656.03	705,656.03	4,166,924	16.9
	NET REVENUE OVER EXPENDITURES	353,707	552,595	376,077.66	376,077.66	264,424-	142.2

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

CHV CHARLOU PARK 3RD FILING

ASSETS

40-1000	CASH - COMBINED FUND	47,001.01	
40-1151	ASSESSMENTS RECEIVABLE	35,899.28	
	TOTAL ASSETS		82,900.29

LIABILITIES AND EQUITY

LIABILITIES

40-2221	DEFERRED REVENUES	35,899.28	
	TOTAL LIABILITIES		35,899.28

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
40-2900	FUND BALANCE	39,336.76	
	REVENUE OVER EXPENDITURES - YTD	7,664.25	
	BALANCE - CURRENT DATE	47,001.01	
	TOTAL FUND EQUITY		47,001.01
	TOTAL LIABILITIES AND EQUITY		82,900.29

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CHV CHARLOU PARK 3RD FILING

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS REVENUES</u>						
40-360-3611 INTEREST INCOME		547	41.82	41.82	100	41.8
40-360-3621 GID SPECIFIC OWNERSHIP TAX	355	15,614	280.60	280.60	1,400	20.0
40-360-3630 GID PROPERTY TAX REVENUE	4,603	2,028	7,453.63	7,453.63	35,899	20.8
TOTAL MISCELLANEOUS REVENUES	4,959	18,189	7,776.05	7,776.05	37,399	
TOTAL FUND REVENUE	4,959	18,189	7,776.05	7,776.05	37,399	20.8

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CHV CHARLOU PARK 3RD FILING

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>CHARLOU PARK GID EXPENDITURES</u>						
40-470-4041 COUNTY TREASURER FEES	69	258	111.80	111.80	538	20.8
40-470-7072 INTEREST EXPENSE	0	0	.00	.00	17,050	.0
40-470-7073 BOND PRINCIPAL PAYMENT	0	0	.00	.00	15,000	.0
40-470-7074 ADMINISTRATIVE EXPENSE	0	0	.00	.00	1,000	.0
TOTAL CHARLOU PARK GID EXPENDITURES	69	258	111.80	111.80	33,588	.3
TOTAL FUND EXPENDITURES	69	258	111.80	111.80	33,588	.3
NET REVENUE OVER EXPENDITURES	4,889	17,930	7,664.25	7,664.25	3,811	201.1

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2026

SOUTHMOOR CIR HUDSON PKWY GID

ASSETS

50-1000	CASH - COMBINED FUND	13,501.51	
50-1010	BOND RESERVE COMM BANKS	10,091.57	
50-1151	ASSESSMENTS RECEIVABLE	15,541.79	
	TOTAL ASSETS		39,134.87

LIABILITIES AND EQUITY

LIABILITIES

50-2011	ACCOUNTS PAYABLE	3,000.00	
50-2221	DEFERRED REVENUES	15,541.79	
	TOTAL LIABILITIES		18,541.79

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
50-2900	FUND BALANCE	14,896.35	
	REVENUE OVER EXPENDITURES - YTD	5,696.73	
	BALANCE - CURRENT DATE	20,593.08	
	TOTAL FUND EQUITY		20,593.08
	TOTAL LIABILITIES AND EQUITY		39,134.87

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

SOUTHMOOR CIR HUDSON PKWY GID

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD AC	YTD ACTUAL	BUDGET	PCNT
<u>MISCELLANEOUS REVENUES</u>						
50-360-3611 INTEREST INCOME		140	7.52	7.52	20	37.6
50-360-3613 INTEREST ON ASSESSMENT-GID		6-	.00	.00	0	.0
50-360-3621 GID SPECIFIC OWNERSHIP TAX	272	240	121.49	121.49	1,100	11.0
50-360-3630 GID PROPERTY TAX REVENUE	5,219	6,011	5,652.51	5,652.51	15,542	36.4
TOTAL MISCELLANEOUS REVENUES	5,491	6,385	5,781.52	5,781.52	16,662	
TOTAL FUND REVENUE	5,491	6,385	5,781.52	5,781.52	16,662	34.7

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

SOUTHMOOR CIR HUDSON PKWY GID

	YTD ACTUAL2024-	YTD ACTUAL2025-	PERIOD ACT	YTD ACTUAL	BUDGET	PCNT
<u>SOUTHMOOR HUDSON EXPENDITURE</u>						
50-470-4041 COUNTY TREASURER FEES	78	90	84.79	84.79	233	36.4
50-470-7072 INTEREST EXPENSE	0	0	.00	.00	7,470	.0
50-470-7073 BOND PRINCIPAL PAYMENT	0	0	.00	.00	10,310	.0
50-470-7074 ADMINISTRATIVE EXPENSE	0	25	.00	.00	1,000	.0
TOTAL SOUTHMOOR HUDSON EXPENDITUR	78	115	84.79	84.79	19,013	.5
TOTAL FUND EXPENDITURES	78	115	84.79	84.79	19,013	.5
NET REVENUE OVER EXPENDITURES	5,413	6,269	5,696.73	5,696.73	2,351-	242.3

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: 11c(iii)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: KELLY NEWMAN, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: STAFF APPROVED CONTRACTS MONTHLY REPORT PER CITY
PURCHASING POLICY – APRIL 2026

DATE: MAY 19, 2026

ISSUE

How many City contracts, agreements, or purchase orders were signed by authorized staff during the month of April 2026 per the City's purchasing policy?

DISCUSSION

Section VI (Spending and Signature Authority) of the City's Purchasing Policy includes a requirement that the City Manager provide City Council 'with a copy of each executed Contract and Purchase Order in a monthly report, regardless of whether it was budgeted or unanticipated.' Please note that this report only includes contracts or purchase orders signed by the City Manager or staff as they have been delegated that authority per the Purchasing Policy; this report excludes contracts or agreements executed by the Mayor, or approved by City Council to be executed by staff.

Contractor	Description	Term	Cost	Budgeted?	Dept
The Fers LLC d/b/a PS Art Consulting	Art Commission Consultant	February 23, 2026 through December 31, 2026	\$5,000.00	Yes	Parks

ATTACHMENTS

Exhibit A: Staff Approved Contracts – April 2026

City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Art Consultant Services
Contract 2026-012

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado, with offices at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the "City"), and The Fers LLC, d/b/a PS Art Consulting, a Missouri Foreign limited liability company with offices at 9199 Black Mountain Dr., Conifer, CO 80433 ("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. Project Briefs. Contractor shall perform the Services on a per-project basis. For each project to be performed as part of the Services, the City and Contractor will complete a project brief, the form of which is attached hereto as **Exhibit C**. The aggregate cost of all projects performed pursuant to a project brief shall not exceed the Not-to-Exceed Amount set forth in Section IV below. All Services provided pursuant to project briefs issued hereunder shall be in compliance with the terms and conditions of this Agreement.

C. 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.

D. 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.

E. 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 February 23, 2026 (the "Effective Date") and shall continue until December 31, 2026 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance (the "Termination Date"). For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XI.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Kendall Peterson, Owner ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not

designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)** ("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 N/A.

B. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City's interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump-sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is not for lump-sum compensation, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City

without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
- ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
 - ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- ☐ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ 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	The Fers LLC d/b/a PS Art Consulting Attn: Chris Stevens 9199 Black Mountain Dr. Conifer, CO 80433
With Copy to: Cherry Hills Village City Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement

shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XI shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI.A (Governing Law and Venue), XI.J (Rights and Remedies), XI.K (Annual Appropriation), XI.N (Release of Information), XI.O (Attorneys' Fees), and XI.Q (Agreement Controls) shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

or delayed party.

S. Protection of Personal Identifying Information. If the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Cherry Hills Village and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

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SIGNATURE PAGES FOLLOW

EXHIBIT A
SCOPE OF SERVICES

The Services provided to the City by Contractor shall include without limitation, advising the Cherry Hills Village Art Commission (CHVAC) and facilitating CHVAC discussions regarding public art projects; communicating with artists on behalf of CHVAC; and attending City meetings regarding public art projects. Contractor will perform services on a project basis.

Contractor shall perform all services pursuant to the following steps for each project:

1. City staff and the CHVAC will create a project brief which includes: project description; Contractor role/deliverables; project timeline; and not-to-exceed amount for Contractor services.
2. Based on the project brief, Contractor will prepare a proposed project budget and remit to City staff.
3. The proposed project budget will be considered by the CHVAC for approval.
4. City staff will communicate CHVAC's decision on the proposed project budget to Contractor.
5. Contractor will perform services as identified in the project brief and remit invoices as outlined in **Exhibit B**, Compensation.

THIS AGREEMENT is executed and made effective as provided above.

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

By: Emily C Black

Printed Name: Emily C Black

Title: Parks Project + Operations Manager

Date of execution: April 1, 2026

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Kathie Guckenberger
Kathie Guckenberger, City Attorney

THE FERS LLC d/b/a PS ART CONSULTING:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)

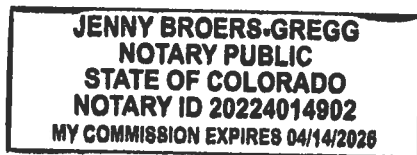
) ss.

COUNTY OF Jefferson)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 27 day of March, 2025, by Christopher Stevens as member of The Fers LLC d/b/a PS Art Consulting, a Missouri foreign limited liability company.

My commission expires: 4/14/26

(S E A L)



Notary Public

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

EXHIBIT B
COMPENSATION

Contractor Hourly Rate: \$125.00 per hour.

The Contractor shall submit invoices to the City in accordance with the terms of this Agreement. Contractor may bill invoices to the City on a regular basis, but no more frequently than every thirty (30) days.

EXHIBIT C
PROJECT BRIEF FORM



CHERRY HILLS VILLAGE ART COMMISSION ■

Project Brief

Project Name:

Project No.:

Project Description:

Contractor Role/Deliverables:

Project Timeline:

Project Not-to-Exceed Amount for Contractor Services:

Proposed Budget from Contractor:

▼ FOR CITY USE ONLY ▼

CHVAC - APPROVES _____ DISAPPROVES _____ the Contractor's proposed budget.

IF APPROVED:

Amount approved:

\$ _____

Date of approval: _____

Total Not-to-Exceed Amount Balance after Project No. _____:

\$ _____

IF DISAPPROVED:

Reason for disapproval: _____