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, August 4, 2026

City Hall, 2450 East Quincy Avenue, Cherry Hills Village, CO 80113
This meeting will be held in-person at City Hall with no electronic participation.
To attend in person: There is no need to sign up to attend in person. If you would like to speak during audience participation there will be a signup sheet in Council Chambers.
To watch the meeting (no participation): City Meeting Videos on the City website or City of Cherry Hills Village YouTube Channel

6:30 PM Regular Meeting

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Audience Participation Period (limit 5 minutes per speaker)
5. Reports from Members of City Boards and Commissions
6. Consent Agenda
   a. Approval of July 21, 2026 Minutes
   b. Resolution 25, Series 2026; Approving an Intergovernmental Agreement with Arapahoe County Regarding the Conduct and Administration of and the City's Participation in the November 3, 2026, Coordinated General Election
7. Items Removed from Consent Agenda
8. Unfinished Business
   a. Update Regarding the Nexus Study
   b. Council Bill 7, Series 2026; Extending the Temporary Moratorium on the Acceptance and Processing of New Applications Seeking the Approval of a Subdivision (*first reading*)
9. New Business
   a. 2027 Taxpayer Relief
   b. Council Bill 8, Series 2026: Submitting to the Registered Electors of the City a Measure Amending the Home Rule Charter Regarding Land Use at the Coordinated Election to be held November 3, 2026 (*first 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. Reports
    a. Mayor
    b. Members of City Council
    c. City Manager, City Staff, City Attorney
        i. 2026 Annual Plan Q2 Update
11. Adjournment

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

Minutes of the City Council of the City of Cherry Hills Village, Colorado
held on Tuesday, July 21, 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 p.m.

ROLL CALL OF MEMBERS

Mayor Katy Brown, Mayor Pro Tem Earl Hoellen, Councilors Doug Robinson, Dave Heller, Susan Maguire, 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, and City Clerk Laura Gillespie.

Absent: Councilor Karen Fisher.

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

None.

REPORTS FROM MEMBERS OF CITY BOARDS AND COMMISSIONS

None.

CONSENT AGENDA

Mayor Brown removed Item 6a.

ITEMS REMOVED FROM CONSENT AGENDA

Approval of June 16, 2026 Minutes

Mayor Brown suggested an amendment to page 7 of the draft minutes.

> Mayor Pro Tem Hoellen moved, seconded by Councilor Maguire, to approve the minutes as amended.
>
> The motion passed unanimously.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Resolution 23, Series 2026; Accepting a Donation from the High Line Canal Conservancy for the Replacement of the Quincy Farm Pedestrian Bridge and Approving a Funding Agreement with the High Line Canal Conservancy Regarding the Quincy Farm Pedestrian Bridge

Deputy City Manager/Director Goldie explained that the City and the Conservancy had previously planned a joint project at Quincy Farm for trees and irrigation. That project was slowed following the change in ownership of the High Line Canal from Denver Water to Arapahoe County, as the County worked through a range of agreements with stakeholder entities covering both recreational use and stormwater management. The irrigation design work is nearly complete, and the project is expected to resume in the near term. With the original project timeline having been delayed, the Conservancy approached the City and proposed redirecting the funds that had been earmarked for the trees and irrigation toward the replacement of the pedestrian footbridge at Quincy Farm instead. The City agreed, and a funding agreement was structured accordingly. Reallocation will not result in the loss of funding for the trees and irrigation, as those expenditures will simply occur at a future date once the overall project resumes. The urgency behind the Conservancy's request is driven by the fact that its original funding has associated spending timelines that need to be met to prevent the funds from expiring. Under the terms of the agreement, the Conservancy pledges to cover 50% of the bridge replacement project costs, up to a maximum of $65,000. Due to significant cost savings achieved by utilizing City staff to perform much of the work in-house, the total project came in approximately $40,000 under the original budget estimate. As a result, the Conservancy's contribution is expected to be approximately $45,000 rather than the maximum of $65,000.

Councilor Heller asked for clarification on what will happen to the irrigation and tree planting funding that was redirected toward the bridge. Deputy City Manager/Director Goldie confirmed that nothing will be permanently lost. Those funds are simply redirected because of timing requirements, and the irrigation and tree planting components of the project will be funded and completed at a future date.

Mayor Pro Tem Hoellen asked whether the defined project referred to the replacement of the bridge and not to the bridge structure itself in perpetuity. Deputy City Manager/Director Goldie confirmed that the agreement defines the project as the bridge replacement effort, meaning that once the replacement is complete, the bridge would exist as a City asset with no ongoing strings attached to the Conservancy's contribution.

Mayor Brown noted the bridge looked remarkable and she extended kudos to staff and thanks to the Conservancy for its support.

Councilor Maguire moved, seconded by Councilor Eber, to approve Resolution 23, Series 2026, and the funding agreement with the High Line Canal Conservancy, accepting the donation of up to $65,000 to fund the purchase and installation of a new footbridge at Quincy Farm on the High Line Canal.

The motion passed unanimously.

Resolution 24, Series 2026; Adopting An Updated Emergency Operations Plan

Deputy City Manager/Director Goldie explained that an Emergency Operations Plan (EOP) is a framework document that organizes City departments, emergency responders, and elected officials, and outlines who does what across the organization during emergencies of any type. The EOP is not a detailed procedural document specifying exactly what to do in every conceivable scenario; rather, it is a broad framework that establishes roles, responsibilities, and organizational structure. The EOP was developed in accordance with the comprehensive emergency management concept created by the Federal Emergency Management Agency (FEMA). It incorporates the National Incident Management System, the National Response Framework, the Colorado Emergency Operations Plan, and is designed to mesh with the Arapahoe County EOP, which will also be coming before the Council for adoption in the near future. While the law does not require an EOP to be formally adopted by a governing body, doing so provides meaningful benefits. Formal adoption signals to FEMA and other preparedness programs that the governing body has endorsed the EOP, which can be critical when seeking federal or state emergency funding in the aftermath of a disaster.

Deputy City Manager/Director Goldie noted that the update process involved thorough review by each City department. The timing was particularly advantageous, as both the Public Works Department and the Police Department are undergoing their respective accreditation processes. The accreditation requirements necessitated refinements to the EOP's language to meet specific wording standards rather than substantive changes. The EOP now meets all requirements for local emergency planning established under the Colorado Disaster Act and satisfies state and federal guidelines for local emergency management programs.

Councilor Heller requested an offline discussion specifically about governance succession. Deputy City Manager/Director Goldie agreed to arrange a separate meeting to walk through those contingencies in detail.

Mayor Pro Tem Hoellen asked whether terrorism would fall under the category of mass casualty incidents as described in the EOP. Deputy City Manager/Director Goldie confirmed that mass casualty incident is a broad header that can encompass many different types of events, including acts of terrorism.

Councilor Maguire asked who is responsible for keeping the Mayor and Council informed during an emergency. Deputy City Manager/Director Goldie clarified that the

City Manager always serves as the point of contact for the Council, with the line of succession flowing from the City Manager to Deputy City Manager/Director Goldie and then to the Police Chief if the City Manager is unavailable.

Councilor Maguire identified an error on page 20 of the EOP. Deputy City Manager/Director Goldie replied staff would correct it.

Councilor Robinson asked how staff communicates the EOP to their teams and ensures that personnel are prepared to act on the EOP during a real emergency. Deputy City Manager/Director Goldie explained that the Public Works Department conducts tabletop exercises on a periodic basis and that many staff members have completed NIMS and FEMA training independently. He noted that the most recent tabletop exercise was centered on a snow emergency scenario involving the full Public Works team, and that the department planned to conduct an EOP-specific tabletop exercise later in the year as part of their accreditation cycle. Police Chief Jason Lyons added that the Police Department trains on mass casualty incidents annually and that all supervisory staff at the rank of sergeant and above are trained in the Incident Command System and NIMS. Tabletop exercises at the operational response level are conducted every other year, with the next one scheduled for that fall. The Police Department actively coordinates with the Fire Department in these exercises. Deputy City Manager/Director Goldie added that, when possible, Public Works staff are brought in as observers at law enforcement and fire department tabletop exercises so that all responders develop a shared operational vocabulary.

Councilor Eber asked about radio systems, command authority, and requests for diverting water flow between agencies during an emergency. Chief Lyons explained that the City operates on a shared primary channel with all county agencies. Additionally, mutual aid channels allow the City to connect with agencies across the entire state using standardized protocols. Chief Lyons explained that once an incident command structure is established, the highest-ranking official from each responding agency joins the command team, and operational and tactical decisions are made through that unified structure. Deputy City Manager/Director Goldie noted candidly that disagreements might arise but that the shared framework is designed to facilitate resolution.

Councilor Eber asked whether tabletop exercises typically involve multiple jurisdictions or are primarily internal to Cherry Hills Village. Deputy City Manager/Director Goldie indicated that Public Works exercises are currently conducted primarily with City staff members, though the department makes a point of participating in multi-agency exercises led by law enforcement and fire when the opportunity arises. City Manager Cramer underscored that the FEMA and NIMS certifications held by City personnel serve as the backbone of the entire system, because they standardize protocols across all agencies. He noted that if City personnel were ever deployed for mutual aid in another jurisdiction, their training would ensure seamless integration with that jurisdiction's processes. Chief Lyons confirmed this point, noting that the certifications

are universal across the country. Councilor Heller noted that the courses are available online at no cost through FEMA.

Councilor Robinson moved, seconded by Councilor Maguire, to approve Resolution 24, Series 2026, a resolution of the City Council of the City of Cherry Hills Village adopting the updated 2026 Emergency Operations Plan.

The motion passed unanimously.

REPORTS

Mayor

Mayor Brown had no report.

Members of City Council

Councilor Robinson thanked staff for the Quincy Farm Pond rehabilitation ceremony.

Councilor Maguire reported on a meeting with staff and Cherry Hills Country Club representatives.

Mayor Pro Tem Hoellen reported the City had received the Government Finance Officers Association (GFOA) award for the 2026 Budget.

Councilor Eber reported on the most recent DRCOG meeting, including housing coordination efforts. Mayor Brown noted the City is too small to receive the housing bonds. City Manager Cramer expressed cautious optimism about the DRCOG housing efforts. Councilor Eber reported on RTD's recent changes to services due to budget shortfalls.

Councilor Heller thanked Code Enforcement for their presence on the High Line Canal trail. He reported on federal rulemaking regarding boom technologies.

City Manager, City Staff, City Attorney

City Manager Cramer reported staff would meet with CDOT on August 31st to review a shortened list of options for the Belleview/Franklin intersection. He also reported the City had contracted additional consulting assistance to interpret cell coverage information and staff anticipated receiving that report soon.

Deputy City Manager/Director Goldie reported on progress transitioning the Cherryridge area from City sewer to the Cherry Hills Village Sanitation District.

Director Newman reported the City was one of four entities in Colorado to receive special recognition for their long-range financial planning as part of the GFOA Budget award.

Chief Lyons reported National Night Out will be held August 4, 2026, from 4:30 to 7:30 p.m., and the department is accepting applications for the next Citizens Police Academy. The Academy will run each year in the fall going forward.

Mayor Brown requested more information on monthly reports regarding specific locations of injury accidents and the severity of the injuries. Councilor Eber added specific locations of six-point speeding tickets might also be helpful.

Clerk Gillespie confirmed a quorum for the August 4, 2026, and August 18, 2026, meetings.

Assistant City Attorney Fitch had no report.

EXECUTIVE SESSION AND ADJOURNMENT

Mayor Pro Tem Hoellen moved, seconded by Councilor Eber, to go into Executive Session pursuant to Colorado Revised Statutes Section 24-6-402(4)(b) for the purpose of receiving legal advice from the City Attorney regarding the operation of the federal Fair Housing Act in concert with the Cherry Hills Village Municipal Code and applying the City's floodplain regulations, and further to adjourn the City Council meeting at the conclusion of the executive session.

The following votes were recorded:

Heller	yes
Eber	yes
Hoellen	yes
Maguire	yes
Robinson	yes

The vote on the Executive Session was 5 ayes 0 nays. The motion carried.

City Council entered Executive Session at 7:28 p.m.

The Executive Session ended and the meeting adjourned at 9:09 p.m.

(SEAL)

_____
Kathleen Brown, Mayor

_____
Laura Gillespie, City Clerk

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ITEM: 6b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: LAURA GILLESPIE, CITY CLERK

SUBJECT: RESOLUTION 25, SERIES 2026; APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY REGARDING THE CONDUCT AND ADMINISTRATION OF AND THE CITY'S PARTICIPATION IN THE NOVEMBER 3, 2026 COORDINATED GENERAL ELECTION

DATE: AUGUST 4, 2026

ISSUE

Shall City Council approve Resolution 25, Series 2026; approving an intergovernmental agreement with Arapahoe County regarding the conduct and administration of and the City's participation in the November 3, 2026, coordinated general election (Exhibit A)?

DISCUSSION

The City of Cherry Hills Village will hold its regular municipal election on Tuesday, November 3, 2026, as a coordinated election with Arapahoe County (the "County"). The City's election will include the election of the Mayor and three Council positions (District 2, District 4, and District 6). All ballot content must be certified to the County by Friday, September 4, 2026.

In 2025, Colorado's General Assembly enacted House Bill 21-1011, which, in part, requires the City to provide a multilingual ballot (in Spanish). Staff has contracted with TransLingua to provide translation services.

BUDGET IMPACT

Although final election costs will not be known until after the election, Arapahoe County estimates that the City's share of the election costs will be $5,190.62. The translation requirement of HB 21-1011 is a new financial requirement. Currently, the estimated cost of translation is approximately $250. The 2026 Budget includes $10,000 for the 2026 election.

RECOMMENDED MOTION
"I move to approve Resolution 25, Series 2026; approving an intergovernmental agreement with Arapahoe County regarding the conduct and administration of and the City's participation in the November 3, 2026 coordinated general election."

ATTACHMENTS
Exhibit A: Resolution 25, Series 2026
Attachment A: IGA for the November 3, 2026 Election

Exhibit A

RESOLUTION NO. 25
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 THE CONDUCT AND ADMINISTRATION OF AND THE CITY'S PARTICIPATION IN THE NOVEMBER 3, 2026, COORDINATED GENERAL ELECTION

WHEREAS, Section 2.3 of the City of Cherry Hills Village Charter states that, "[a] regular City election shall be held on the Tuesday following the first Monday in November commencing in the year 2014 and in each even numbered year thereafter;" and

WHEREAS, Section 2-1-10(c) of the Municipal Code states that "The City is authorized to conduct mail ballot municipal elections and to participate in elections coordinated by Arapahoe County"; and

WHEREAS, Tuesday, November 3, 2026, is the Tuesday following the first Monday in November 2024; and

WHEREAS, November 3, 2026, is a designated coordinated election date; and

WHEREAS, the City Council desires to coordinate the 2026 Regular Municipal Election with Arapahoe County.

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

Section 1. The City Council approves the City's participation in a coordinated election to be held on November 3, 2026, and conducted by the Arapahoe County Clerk and Recorder.

Section 2. The City Council hereby approves the Intergovernmental Agreement by and between the City of Cherry Hills Village and the Arapahoe County Board of County Commissioners on behalf of the Arapahoe County Clerk and Recorder Regarding the Conduct and Administration of the November 3, 2026, Coordinated General Election (the "Agreement") in substantially the same form as attached hereto as **Attachment A**, subject to such changes as may be needed to correct or clarify provisions or to negotiate such changes to the Agreement as may be appropriate that do not increase the financial obligations of the City, as approved by the City Attorney and City Clerk, and authorizes Mayor to sign the Intergovernmental Agreement on behalf of the City.

Section 3. The City Council hereby appoints the City Clerk as the designated election official for the City of Cherry Hills Village for the purposes of the coordinated election to be held on November 3, 2026.

Section 4. This Resolution shall be effective immediately.

Exhibit A

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

(SEAL)

Kathleen Brown, Mayor

ATTEST:

Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger, City Attorney

Exhibit A

ATTACHMENT A TO RESOLUTION 25, SERIES 2026:
INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF CHERRY HILLS VILLAGE

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 3, 2026

GENERAL ELECTION

PREPARED BY:

ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE

ELECTIONS DIVISION

5334 S. PRINCE STREET

LITTLETON, COLORADO 80120

303-795-4511

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, on behalf of the Arapahoe County Clerk and Recorder (hereinafter referred to as the "County") and City of Cherry Hills Village (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a General Election on November 3, 2026; and

WHEREAS, such agreements are authorized by State law; and

WHEREAS, the County and the Jurisdiction have a history of successful coordinated elections and have therewith established certain practices and procedures to preserve the integrity of the election process.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Laura Gillespie as its Designated Election Official (hereafter "DEO).

FURTHER, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the County Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "**IGA**" or **"Agreement"** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the City of Cherry Hills Village.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a preaudited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**Election Calendar**" means the "2026 General Election – Abridged Calendar Key Dates for Coordinating Jurisdictions," attached hereto as Attachment B, which is based upon and incorporates the most recent election calendar as published on the SOS website located at www.sos.state.co.us.

P. "**TABOR"** means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.02 JURISDICTIONAL LIMITATION.

A. The Jurisdiction encompasses territory within Arapahoe County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Arapahoe County.

SECTION II.
COUNTY/JURISDICTION RESPONSIBILITIES

2.01 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the County or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.02 COUNTY RESPONSIBILITIES.

The County shall perform the following duties:

A. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

B. Maintain voter records and an address library for Arapahoe County voters within the Colorado SCORE voter registration database. Comply with Colorado SOS and Arapahoe County cyber-security recommendations to protect confidential voter information.

C. Send a certified list of registered voters to the Jurisdiction via secure online method if requested by the DEO of the Jurisdiction.

D. In order to identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the County shall perform the following duties for the Address Library:

a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges, the accuracy of the map of the Jurisdiction's boundaries as found on ArapaMAP or note any errors, omissions, and/or corrections.

c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

E. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.ArapahoeVotes.gov

F. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

a. If the Jurisdiction is entirely contained within Arapahoe County, the County has authority to set the ballot measure order and number.

b. If the Jurisdiction includes territory in more than one county, the County will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

G. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

H. Provide a candidate hotline at 303-734-5365, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

I. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

J. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

K. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

L. If the Jurisdiction's election includes a TABOR issue, the County shall perform the following duties relative to the TABOR Notice:

a. Provide a Microsoft Word document template for the TABOR Notice to the Jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment B.

b. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

c. Contract with a printing vendor to produce and mail one copy of the TABOR Notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR Notice also will be mailed to every eligible property owner who is not already a registered voter in Arapahoe County. The County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

d. Post the TABOR Notice on www.ArapahoeVotes.gov.

e. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.

M. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.

N. Establish and maintain mail ballot 24-hour drop-boxes, and designate and operate Voter Service and Polling Centers as required by the Code.

O. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every Voter Service and Polling Center and 24-hour drop-box each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

P. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

Q. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system. A SCORE download providing an update on every eligible voter's registration and ballot status will be posted on www.ArapahoeVotes.gov daily during the voting period. No person will be given preferential treatment regarding the receipt of updated SCORE information, except that the Clerk's Office may respond to lawful records requests made pursuant to the Colorado Open Records Act.

R. Send letters to voters whose mail ballot envelopes are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

S. Maintain the following reports for all Arapahoe County eligible voters, and publish a public version (excluding confidential voters) on www.ArapahoeVotes.gov :

a. A registered voter list, including the names of eligible electors;

b. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

T. Accept public inquiries by phone at 303-795-4511 and by email at elections@arapahoegov.com. Respond to all correspondence and calls within the County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

U. Post unofficial election results by ballot question after the polls close on Election Night at www.ArapahoeVotes.gov , and regularly update the unofficial results as more eligible ballots are counted. Election results will not be shared before the online posting.

V. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction pursuant to state law. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

W. Prepare and run the required Post Election Risk Limiting Audit in accordance with the Code before certifying election results.

X. Appoint a Canvass Board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election pursuant to § 1-10-101, C.R.S. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

Y. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.

Z. Submit to the Jurisdiction a good faith preliminary cost estimate at the time of this Agreement, an updated cost estimate after the deadline for ballot content to be submitted has passed pursuant to state law, and an itemized invoice for all expenses incurred under this Agreement post-election.

a. The County allocates costs using a Weighted Population Average, which reflects the proportionate number of active registered voters in each Jurisdiction on Election Day compared to the sum of all active registered voters in all coordinating jurisdictions for that election (including the County itself).

b. The total shared costs attributable to the County's administration of the election are multiplied by the Weighted Population Average to determine the Jurisdiction's allocation based on this formula. The final invoice detailing the Jurisdiction's portion of shared election costs will reflect actual cost totals as well as any changes in the total number of coordinating jurisdictions participating in the election and any increases in active voter count between the cost estimates and Election Day.

c. The County has set a minimum election participation fee of $2,000. If the amount calculated for the Jurisdiction using the Weighted Population Average formula is less than this minimum, the County will adjust both the estimate and the final invoice to ensure the minimum fee is met.

AA. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.03 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the County.

B. Notify the County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the County, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: http://gis.arapahoegov.com/ArapaMAP/. Confirm the street ranges and/or map are correct and identify any errors, omissions or deletions if necessary. Provide the County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the County, including any corrections if necessary, by the date set forth in Attachment B.

a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the County with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

a. Coordinate directly with the Arapahoe County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Arapahoe County, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment B.

b. Contact Minerva Padron at the Colorado SOS's Office to receive access to DEO SCORE lookup. (Minerva Padron, 855-428-3555 ext. 6332, minerva.padron@sos.state.co.us).

c. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the State of Colorado.

ii. Look up the remaining names using the SOS SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the County on the date of ballot content certification under the Code.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions and issues to the County. Submit the ballot content via email to the elections division at elections@arapahoegov.com on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot content submitted to the County after the deadline will not appear on the ballot.)

a. The Jurisdiction will be responsible for obtaining a Spanish translation of the Jurisdiction's ballot content using a translator subject to the requirements of the Code and SOS Rules 4.8.8 and 4.8.9.

b. To the extent that the Jurisdiction includes territory in more than one county, the Jurisdiction will coordinate with the County and the other county or counties to determine responsibility for obtaining a Spanish translation so that only one translation is completed for each ballot issue or question and that the same translated version is used by each county.

I. Within one business day of receipt from the County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the County via email to the elections division at elections@arapahoegov.com.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the County's candidate hotline at 303-734-5365 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice by the relevant deadlines indicated in Attachment B:

a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

b. Prepare a financial summary for each ballot question or issue.

c. Prepare a Microsoft Word document using the template provided by the County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B, delivered to the elections division at elections@arapahoegov.com.

d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the County.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures or operations. Refer members of the public and news media to the County for any matters outside of the DEO's expertise relating to election procedures.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.

O. Remit to the County the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the County.

a. For every thirty (30) days an invoice remains unpaid, the Jurisdiction agrees to pay a late fee equal to the greater of $30 or 1.5% of the total invoice amount.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to cancelling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:	Joan Lopez Arapahoe County Clerk and Recorder's Office Elections Division 5334 S. Prince St. Littleton, Colorado 80120 Fax: (303) 794-4625 Email: elections@arapahoegov.com
To Jurisdiction:	Laura Gillespie City Clerk 2450 E. Quincy Avenue Cherry Hills Village, CO 80113 Email: lgillespie@cherryhillsvillage.com Phone: (303)783-2732

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the Parties, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by this reference.

Attachment A – 2026 Preliminary Cost Estimate

Attachment B – Key Dates for Coordinating Jurisdictions (subject to updates)

END OF PAGE

Arapahoe County

_____ _____

Joan Lopez, Clerk and Recorder
Coordinated Election Official

Date

City of Cherry Hills Village

_____ _____

Kathleen Brown, Mayor

Date

City of Cherry Hills Village

_____ _____

Laura Gillespie, City Clerk
Designated Election Official

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: 8a

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR
EMILY BLACK, PARKS PROJECT & OPERATIONS MANAGER

SUBJECT: UPDATE REGARDING THE NEXUS STUDY

DATE: AUGUST 4, 2026

ISSUE:
Update and discussion related to the Nexus Study ("Study").

NEXUS STUDIES:
A nexus study can include a wide variety of issues like roads, sewer, water, and fire district costs, or it can be small in scope, like this Study, and limited to parks, trails, and public open space dedications and fees-in-lieu thereof. It is a legal, planning, and technical analysis used by local governments to justify requiring development to dedicate land or pay a fee-in-lieu of the land dedication, in this case, for parks, trails, and public open space. It is called a nexus study because it serves the core function of establishing a "reasonable connection", or "nexus", between a development's impact on the parks, trails, and public open space system(s) and the required dedication. It is used to ensure that land dedication and/or fee-in-lieu of the land dedication is proportional to the additional demand on the system, as required by the relevant legal concepts noted below.

Typical information included in a nexus study:

- Essential Nexus and Rough Proportionality – the study will prove that development does or does not result in an impact on the system, and where there is an impact, the study will provide analysis for the justification for the amount of land dedication or fee-in-lieu thereof.
- Service Area(s) – the study will identify the service area. Generally, this is the boundary of the city or special district that operates, constructs, and maintains the system, and includes the development. This ensures the land dedication or fee-in-lieu thereof benefits the development that causes the impact.
- Level of Service Standards – the study will identify current ratios of things like population to the acreage of parks, trails, and public open space. This provides a baseline that the study will rely on for the dedication and fee-in-lieu recommendations.

- Land Dedication and Fee-in-Lieu Requirements – the study will make recommendations for legally justified land dedication and fee-in-lieu of the land dedication requirements.
- Legal Analysis – the study will ensure that the recommended land dedication and fee-in-lieu requirements are compliant with legal standards.

A nexus study is not:

- A Parks, Trails, and Open Space Master Plan – the study will not identify previously unidentified new park and trail locations or new improvements to existing parks or trails.
- A resource for operations and/or maintenance – the study will not identify budgets for the operations or maintenance of existing parks and trails.
- An opportunity to fix perceived or real deficiencies in the parks, trails, and public open space system – the study will not be used to build a "war chest" of financial resources for future improvements that are currently unidentified or property acquisition that is currently unknown.
- A wish list for higher service levels – the study will not set fees based on a higher level of service than what is currently provided to existing residents.
- A deterrent for new development and/or growth.

RELEVANT LEGAL CONCEPTS:

Nollan/Dolan Test. Two U.S. Supreme Court decisions establish the framework for evaluating conditions of approval related to land dedications or fees-in-lieu: the condition must (1) have a rational nexus to a legitimate government interest, and (2) be roughly proportional to the impact of the proposed development.

- *Nollan v. California Coastal Commission* (1987)[1].
- U.S. Supreme Court Decision: The Court held that a government agency may not impose a permit condition unless the condition has a rational nexus connecting it to a legitimate governmental interest. In the land dedication context, this means the City must be able to identify a genuine public need that the dedication or fee-in-lieu is meant to address.

- *Dolan v. City of Tigard* (1994)[2].
- U.S. Supreme Court Decision: The Court held that when a government attaches a condition to a permit, the burden on the property owner must be roughly proportionate to the impact of the proposed development. In short, the City cannot require more than what the project's impacts reasonably justify.

Sheetz extension of the *Nollan/Dolan* Test. This decision holds that legislative conditions of approval are subject to the Nollan/Dolan Test.

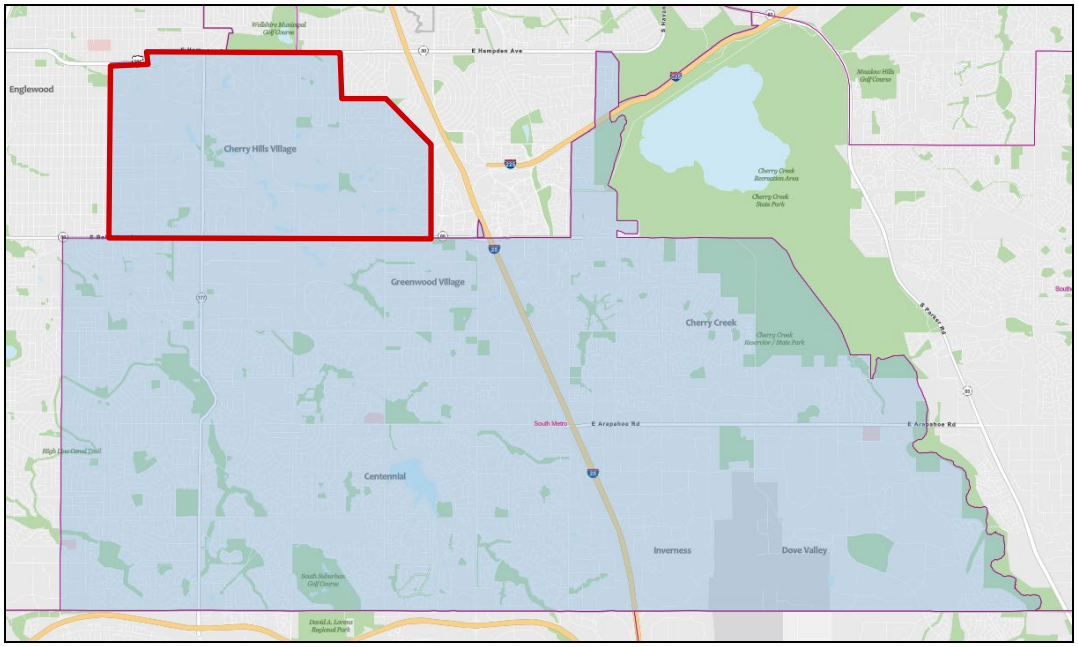
- *Sheetz v. County of El Dorado* (2024)[3].
- U.S. Supreme Court Decision: The Court extended the *Nollan/Dolan* Test to legislative conditions, that is, conditions required by a municipal code. The Court held that *"there is no basis for affording property rights less protection in the hands of legislators than*

[1] Nollan v. California Coastal Commission, 483 U.S. 825 (1987).
[2] Dolan v. City of Tigard, 512 U.S. 374 (1994).
[3] Sheetz v. County of El Dorado, California, 601 U.S. 267 (2024).

administrators." In short, the conditions required by the Municipal Code, like conditions related to land dedication or a fee-in-lieu thereof, are subject to the *Nollan/Dolan* Test.

DISCUSSION:
The paragraphs below are broken out by topic for ease of reference and discussion.

Population and Housing Characteristics (Revised).
During the last discussion, the information from TischlerBise was provided in two separate exhibits. TischlerBise has since consolidated all of the information into one document and it is included as **Exhibit B**[4]. The Persons Per Housing Unit ("PPHU") information is unchanged from the June 16, 2026, memo (see the rationale above). TischlerBise has used the American Community Survey ("ACS"), 2024 Public Use Microdata Sample ("PUMS") data, the most recent year available. PUMS data is available for areas of about 100,000 people. Cherry Hills Village is included in the Colorado Public Use Microdata Area ("PUMA") 1602, shown below in blue on the image below. Because the boundaries of PUMA 1602 are not coterminous with the City's boundaries, shown in the bold red line, they are adjusted to reflect the City's expected demographics.



All of PUMA 1602 PPHU.

Housing Type	Persons	Housing Units	PPHU
Single-Family Detached	5,471	2,053	2.66
Total (All Types)	7,086	2,991	2.37

[4] Since the relevant demographics for TischlerBise are population, households, and household size, the demographic information is limited to these characteristics. Factors like income, education, and ethnicity are not relevant for this type of study, so there is no information related to these types of characteristics.

Cherry Hills Village PPHU (2024 US Census ACS)

Housing Type	Persons	Housing Units	PPHU
Single-Family[1]	6,354	2,381	2.67

[1]Inclusive of single-family detached and single-family attached homes.

The PPHU factor needs to be calibrated to reflect Cherry Hills Village characteristics since the ACS information provides single-family detached information for the entirety of the PUMA area, but includes both single-family detached and single-family attached housing units for Cherry Hills Village. This is done by using the following formula: 2.66 persons per single-family housing unit in the PUMA x (2.67 PPHU for Cherry Hills / 2.37 PPHU for all of the PUMA). The formula results in an estimated 3.00 PPHU for Cherry Hills Village (the 2020 US Census estimated 2.96).

In summary, based on the information used by TischlerBise, based on the 2024 US Census American Community Survey, Cherry Hills Village has a population of roughly 6,354 and an adjusted PPHU for single-family detached homes of 3.00. These numbers become pertinent later in this memo.

Other Community Comparisons (Unchanged).

Building on the demographic information, TischlerBise has analyzed the City's current dedication requirement and compared it with other metro-area communities with a similar dedication model. This allowed TischlerBise to understand Cherry Hills Village's requirements and current level of service ("LOS") compared to other metro area communities. It is important to note that these are offered as a frame of reference, but according to TischlerBise's research, none of these example cities' requirements for park land dedication are based on a Nexus Study.

Current Requirement Analysis.

- The City of Cherry Hills Village requires a dedication or fee-in-lieu of 7.5% of the gross area to be subdivided. This is a land-based formula.

- City of Lakewood requires land dedication of 3 acres per 1,000 residents for community parks and 2.5 acres per 1,000 residents for neighborhood parks. This is a population-based formula.
  - 2.55 PPHU assumed for single-family detached units.
  - 1.68 PPHU assumed for multifamily
  - 1.20 PPHU assumed for senior housing.
  - Fee-in-lieu of land dedication is allowed.

- Town of Bow Mar requires a flat dedication or fee-in-lieu of 20% of the gross area to be subdivided for residential use. This is a land-based formula and does not appear to have been updated recently.
  - Additional $5,500 fee per residential lot.
  - Fee-in-lieu of land dedication is allowed.

- City of Centennial requires a land dedication of 6.0 acres per 1,000 residents for parks and 0.25 acres per 1,000 residents for other public purposes (trails, fire stations, libraries, etc.). This is a population-based formula.
    - If the anticipated density is up to 7.49 dwelling units per acre, they assume 2.96 PPHU.
    - If the anticipated density is between 7.50 and 14.99 dwelling units per acre, they assume 2.39 PPHU.
    - If the anticipated density is at or over 15.00 dwelling units per acre, they assume 1.76 PPHU.
    - Fee-in-lieu of land dedication is allowed.

- City of Englewood requires a land dedication of 10.7 acres of open space per 1,000 residents. This is a population-based formula.
    - Detached, multi-unit, and row houses are assumed to have 2.15 PPHU.
    - Apartments are assumed to have 1.8 PPHU.
    - Age-restricted housing is assumed to have 1.5 PPHU.
    - Fee-in-lieu of land dedication is allowed.

In summary, the communities that were evaluated require a land dedication or fee-in-lieu (or a combination) as a part of a land use application (subdivision). Three of the communities use a population-based formula for determining the amount of land dedication or fee-in-lieu thereof, and all of the communities allow for a fee-in-lieu of land dedication.

Level of Service ("LOS") (Revised).
TischlerBise has established and adjusted the current LOS in Cherry Hills Village since the last meeting. This LOS is important since it serves as the justification for the recommended land dedication and fee-in-lieu changes[5]. NOTE: A legislative requirement to collect land or the monetary value thereof that exceeds the services to be provided could disproportionately burden development and/or the applicant proposing the development.

In order to perform the LOS analysis, TischlerBise needed to convert the current acreages for parks and trails into an industry standard of "acres per 1,000 residents". This ensures equity and proportionality. That work is detailed below (the numbers in red are built upon in this memo and will be used later in this memo).

Current Park LOS in Cherry Hills Village ***- Population***.

- Total park acres in Cherry Hills Village: 81.08 acres. This was 80.71 acres in the June 16th memo.
- 2026 Population: 6,354 people. This was 6,486 people in the June 16th memo.
- **Acres per 1,000 people: 12.80** - rounded (1,000 (81.08 total acres / 6,354 people)) or **0.0128** acres per person (12.8 / 1,000)**.** This was 12.40 in the June 16th memo.

[5] Many communities in the metro-area assess park impact fees on new development rather than a land dedication policy (e.g. Aurora, Louisville, Castle Pines, and Boulder), which limits the number of communities available for comparison.

Current Park LOS in Cherry Hills Village ***- PPHU****.*

- **Single-Family Detached: 0.0384 acres per housing unit** (0.0128 per person multiplied by the **3.00** PPHU in Cherry Hills Village from above). This was 0.037 in the June 16th memo.

Current Trail LOS in Cherry Hills Village ***- Population****.*

- Total trail acres in Cherry Hills Village: 33.39 acres. This was 25.02 acres in the June 16th memo.
- 2026 Population: 6,354 people. This was 6,486 people in the June 16th memo.
- **Acres per 1,000 people: 5.30** – rounded (1,000 (33.39 total acres / 6,354 people) or **0.0053** acres per person (5.30 / 1,000). This was 3.90 in the June 16th Memo.

Current Trail LOS in Cherry Hills Village ***- PPHU****.*

- **Single-Family Detached: 0.0159 acres per housing unit** (0.0053 multiplied by 3.00 PPHU in Cherry Hills Village from above). This was 0.012 in the June 16th memo.

Total combined LOS:

- **18.1 acres (12.80 parks + 5.30 trails) per 1,000 residents or 0.0181 per person.**
  - Of note, this LOS is substantially higher than the national average (10.2 acres per 1,000 residents) and the other communities that were evaluated.
- **0.0543 acres per single-family detached home (0.0384 park acres per single-family detached + 0.0159 trail acres per single-family detached).** This was 0.049 acres in the June 16th memo.

In summary, Cherry Hills Village provides a higher-than-average LOS related to parks and trails. Based on the Master Plan, the Village residents desire to maintain this LOS, which justifies the multiplier of **0.054 acres** per unit used below.

Recommended Change.

TischlerBise recommends that Cherry Hills Village amend the dedication/fee-in-lieu requirement to a population-based method that relies on the housing type rather than the land area. From experience in the Front Range of Colorado, TischlerBise has found that housing type is a more proportionate and defensible way to assess land dedication as compared to a flat percentage of the area of the land being subdivided.

In summary, park demand is a function of the number of new homes/increased population and not the size of the property on which a new home is constructed. Population growth is the leading indicator for the need to maintain and expand park infrastructure, and population growth is better determined by the housing type rather than the size of a residential lot; therefore, it is a more proportional method on which to base the dedication/fee requirements.

Results of the Change (Revised).

To understand the implications of making this change, it is important to illustrate how the existing method compares to the proposed method. The following illustrations are based on the following assumptions: that all new units are single-family detached (**0.0543-acre** impact on the

park and trail system as calculated above); the size of the property is always the minimum amount to create two lots (one existing lot and one new lot); and the land value is always $1,000,000 per acre.

Subdivision of property zoned R-4 (0.5-acre minimum lot size – 1-acre minimum to subdivide)

- Current land dedication requirement: **0.075 acres** (1 acre x .075).
- Current fee-in-lieu requirement: **$75,000** ($1,000,000 land value (1 acre x .075).
- Current Max Number of Units: 2
- Population-based land dedication required: **0.0543 acres** (1 new housing unit x 0.0543 acres per housing unit)
- Population-based fee-in-lieu requirement: **$54,300.** ($1,000,000 land value (1 new housing unit x .0543 acres per housing unit)
- Population-based Max Number of Units: 2

Subdivision of property zoned R-3 (1.0-acre minimum lot size – 2-acre minimum to subdivide)

- Current land dedication requirement: **0.15 acres** (2 acres x .075)
- Current fee-in-lieu requirement: **$150,000** ($1,000,000 land value (2 acres x .075)
- Current Max Number of Units: 2
- Population-based land dedication requirement: **0.0543 acres** (1 new housing unit x .0543 acres per housing unit)
- Population-based fee-in-lieu requirement: **$54,300** ($1,000,000 land value (1 new housing unit x .0543 acres per housing unit)
- Population-based Max Number of Units: 2

Subdivision of Property zoned R-1 (2.5-acre minimum lot size – 5-acre minimum to subdivide)

- Current land dedication requirement: **0.375 acres** (5 acres x .075)
- Current fee-in-lieu requirement: **$375,000** ($1,000,000 land value (5 acres x .075)
- Current Max Number of Units: 2
- Population-based land dedication requirement: **0.0543 acres** (1 new housing unit x .0543 acres per housing unit)
- Population-based fee-in-lieu requirement: **$54,300** ($1,000,000 land value (1 new housing unit x .0543 acres per housing unit)
- Population-based Max Number of Units: 2

Note: the outcome of this formula changes once more than one new home is anticipated (assuming the land value stays at $1,000,000 per acre). The two scenarios below illustrate how the result changes, based on the change in the number of lots.

Proposal: Subdivide a **10-acre parcel with an R-4 zoning designation** (0.5-acre minimum lot size), with a land value of $1,000,000 per acre.
Result:

- Current land dedication requirement: **0.75 acres** (10 acres x .075)
- Current fee-in-lieu requirement: **$750,000** ($1,000,000 land value (10 acres x .075))
- Current Max Number of Units: 20

- Population-based land dedication requirement: **1.0317 acres** (19 new housing units x .0543 acres per housing unit)
- Population-based fee-in-lieu of land requirement: **$1,031,700** ($1,000,000 land value (19 new housing units x .0543 acres per housing unit))
- Population-based Max Number of Units: 20

Proposal: Subdivide a **10-acre parcel with an R-1 zoning designation** (2.5-acre minimum lot size), with a land value of $1,000,000 per acre.
Result:

- Current land dedication requirement: **0.75 acres** (10 acres x .075)
- Current fee-in-lieu requirement: **$750,000** ($1,000,000 land value (10 acres x .075)
- Max Number of Units: 5
- Population-based land dedication requirement: **0.2172 acres** (4 new housing units x .0543 acres per housing unit)
- Population-based fee-in-lieu requirement: **$217,200** ($1,000,000 land value (4 additional housing units x .0543 acres per housing unit)
- Population-based Max Number of Units: 5

Below is a hypothetical example of how the change in the land dedication and fee-in-lieu thereof would be applied to a "hypothetical" proposal.

Hypothetical example of a subdivision of property zoned R-3 that is 2.0 acres and has a land value of $1,041,667 per acre.

- Current land dedication requirement: **0.15 acres** (2.0 acres x .075)
- Current fee-in-lieu requirement: **$156,250** ($1,041,667 land value (2.0 acres x .075)
- Max Number of Units: 2
- Population-based land dedication requirement: **0.0543** (1 additional housing unit x .0543 acres per housing unit)
- Population-based fee-in-lieu requirement: **$56,562.52** ($1,041,667 land value (1 additional housing unit x .0543 acres per housing unit)
- Max number of Units: 2

In summary, population growth is the leading indicator for the need to maintain and expand park infrastructure, and population growth is better determined by the housing type rather than the size of a residential lot. Therefore, it is more legally defensible to base a land dedication requirement or fee-in-lieu thereof on population rather than lot size. The proposed change, and the associated persons per household, are based on practical data that TischlerBise has collected, and the resulting dedication requirements better meet the Nollan/Dolan/Sheetz test.

UPDATE:
On March 3, 2026, the City Council approved a Professional Services Agreement ("PSA") **(Exhibit A)** with TischlerBise to perform a Nexus Study ("Study") for the City regarding the land dedication and fee-in-lieu requirements for park land dedication.

On June 16, 2026, the Council discussed the preliminary analysis from TischlerBise regarding the City's demographics, an evaluation of current dedication and impact fee requirements, the current level of service ("LOS"), and a recommendation for changes. During this meeting, the Council identified the following topics for further discussion and/or analysis (not listed in any particular order).

June 16, 2026, City Council Meeting. See 1:24:37 to 2:29:26.

- Topic: Analysis related to housing types other than single-family detached houses.
  - Summary of the Council Discussion: Council directed that the Study should only focus on single-family detached housing since that is the predominant housing type in the City.
  - Response: Analysis associated with housing other than single-family detached housing has been removed from the Study.

- Topic: Population and Persons per Housing Unit ("PPHU") assumptions.
  - Summary of the Council Discussion: Council requested additional clarity regarding how the population and PPHU were determined. Council also requested that alternative information be examined to determine what information was most appropriate.
  - Response: TischlerBise has updated its analysis using the most recent empirical data available to establish the PPHU assumption for Cherry Hills Village. Additionally, the 2020 US Census data has been reviewed since the last meeting to compare the results of TischlerBise's analysis with the most recent Census data. The results of TischlerBise's work are very similar to the 2020 Census data. This confirms what one would assume in a slow-to-no-growth community like Cherry Hills Village. The population estimates and the PPHU estimates are relatively the same between TischlerBise's estimates and the Census information. Based on the similarity in the information, the Study relies on the work that TischlerBise has done.
    - 2020 Census Population Estimate: 6,442
    - TischlerBise Population Estimate: 6,354 (from the 2024 US Census American Community Survey ("ACS") Estimate)
    - 2020 Census Persons per Household Estimate: 2.96
    - TischlerBise Persons per Housing Unit Estimate: 3.00 (from the TischlerBise adjusted PPHU calculation from the 2024 US Census ACS)

- Topic: The importance of both private open space and public open space.
  - Summary of the Council Discussion: The Council discussed the benefit that private open space provides within the community and how this Study would impact private open space requirements.
  - Response: Private open space is a result of the zoning standards imposed by each zone district (e.g., minimum setbacks, maximum height, bulk plane, Floor Area Ratio). While it is an important element of the community character, it is not an approval criterion for subdivision applications. If the Council desires to impose more restrictive setbacks or Floor Area Ratio requirements, that is a conversation to have, but it is not part of the scope of the Study.

- Topic: Parks, trails, and public open spaces that may not have been included in the analysis.
  - Summary of the Council Discussion: The Council asked that the list of parks, trails, and public open spaces be examined to ensure completeness and that trails located adjacent to streets be included in the total calculation(s).
  - Response: Staff has carefully reviewed all public open space parcels, including undeveloped easements, and updated the inventory to include all possible parcels. One question that arose was the ability to use "on-street" trail amenities (e.g., bike lanes) towards the overall trail acreage. TischlerBise has advised against using bike lanes. Generally, amenities in the roadway are considered part of the road network. However, staff has now calculated all areas where bike lanes depart from the streets and become separated trails (along sections of Quincy Ave., Holly St., and Colorado Blvd.) and included these sections in the analysis.

- Topic: House size relative to the number of PPHU (i.e., larger houses have more bedrooms, which may mean a larger household size than what is shown in the Study).
  - Summary of the Council Discussion: The Council was interested in how the physical size of the house impacts the PPHU and the required land dedication or fee-in-lieu thereof.
  - Response: Land dedication or a fee-in-lieu of land dedication is typically required at the time of subdivision and before knowing the size of an individual home. Zone district and minimum lot size also do not necessarily determine home size. Therefore, logistically, it is difficult to tie the size of a house to a dedication or fee-in-lieu requirement at the time of subdivision. Furthermore, the size of the house does not always correlate to the number of people occupying the house (the population anticipated to impact the park, trail, and public open space network), which makes establishing the "rough proportionality" test of the legal requirement difficult. Finally, using the PPHU calculation provides for the "average" household size (impact on the network) by removing the extreme ends of the spectrum and provides a "rough proportionality" rationale for jurisdictions to rely on.

- Topic: How guest houses impact the formula(s) used by TischlerBise.
  - Summary of the Council Discussion: The Council was interested in understanding how guest houses are incorporated into the assumptions and if the City can assume that all properties zoned R-1 or R-2 have a guest house.
  - Response: Existing guest houses are assumed to be included in the number of households provided by the U. S. Census. Land dedication or a fee-in-lieu thereof is required to maintain the existing level of service, and the City has historically assumed that each new lot that is created will eventually be developed with a home that impacts the level of service. This is evidenced by the long-standing requirement to dedicate land or pay a fee-in-lieu thereof at the time of subdivision. However, the City has not historically assumed that each new lot that is created in the R-1 or R-2 zone district will have a guest house. It may or may not be appropriate to adopt an impact fee, due at the time of building permit, for the construction of a new guest house. This would be a policy conversation for the Council to decide and is not a part of this scope of work. Should the Council wish to adopt such an impact fee, a separate nexus study would likely need to be conducted to ensure compliance with the "rational nexus" and "rough proportionality" tests.

- Topic: City of Englewood's Level of Service.
  - Summary of the Council Discussion: The Council inquired as to how the City of Englewood's identified Level of Service was calculated.
  - Response: Peer communities were chosen for their proximity to Cherry Hills Village and limited to cities that assess a park land dedication policy. Peer community standards are used to provide context within the study and should not be used as the basis for establishing land dedication requirements beyond those supported by the City's demonstrated needs and Study analysis. Nexus study information supporting the land dedication policies in peer communities was not publicly available and could not be verified. However, it appears that the City of Englewood established its current policy between 2003 and 2016.

- Topic: A minimum dedication standard.
  - Summary of the Council Discussion: The Council inquired as to the ability to have a minimum dedication standard if the dedication produced by the formula was a relatively low number.
  - Response: It is not advisable to have a minimum dedication. The exaction is based on the impact of the proposed development, or "rough proportionality" of the impact of the development. Having a minimum dedication is unlikely to pass the "rough proportionality" test.

- Topic: The identification of future additional parks and/or park amenities.
  - Summary of the Council Discussion: The Council discussed how the information provided by this Study could be used to identify or fund new park or open space and/or new park amenities.
  - Response: The purpose of the Study is to establish the current level of service and identify the land dedication or fee-in-lieu thereof requirements that maintain the current level of service. This ensures compliance with the "rough proportionality" test required by the judicial system. If the City had previously identified future parks, including things like the general location, general size, and general types of improvements, the Study could be used to account for that level of service. However, in the absence of that information, the Study is limited to the current level of service.

NOTE:
The next item on the agenda is an extension of the moratorium on the submittal and processing of subdivisions to provide time to complete the "next step".

NEXT STEP:
Staff will prepare a Council Bill reflecting the recommended land dedication and fee-in-lieu changes for consideration by the Planning and Zoning Commission and the City Council. This information will be presented to the City Council for a first reading at a future Council meeting.

EXHIBIT(S):
Exhibit A: Professional Services Agreement
Exhibit B: TischlerBise Memo

City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: TischlerBise Nexus Study for Land Dedication and Fee-in-Lieu of Land Dedication

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 TischlerBise, Inc., a District of Columbia corporation with offices at 4701 Sangamore Road, Suite S240 in Bethesda, MD 20816 ("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 October 1, 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 the 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 a 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 the 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 L. Carson Bise II, President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision, which results in the City's need to allocate resources in time or expense for daily supervision, shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Forty Thousand Eight Hundred and Eighty dollars and No cents ($40,880.00)** ("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 the 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 in 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 markup, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's invoices:

☒ None
☐ Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the IRS as a tax-deductible business expense)
☐ Printing and Photocopying Related to the Services (billed at actual cost)
☐ Long Distance Telephone Charges Related to the Services
☐ Postage and Delivery Services

☐ Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state

laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

☒ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

☐ The Contractor shall secure and maintain the following ("Required Insurance"):

☐ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

☐ Comprehensive General Liability insurance with minimum combined single limits of _____ Dollars ($____.__) each occurrence and of _____ Dollars ($____.__) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than _____ Dollars ($____.__) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☐ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars ($____.__) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the

City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect **prior to the commencement of the Services**. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, penalties, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, penalty, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, penalty, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. Contractor expressly agrees that the provisions of this paragraph include its obligations as set forth in Section XI.V. of this Agreement.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

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

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

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against the 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	TischlerBise, Inc. Attn: L. Carson Bise 4701 Sangamore Road, Suite S240 Bethesda, MD 20816

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

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

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

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XI shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XI.A (Governing Law and Venue), XI.J (Rights and Remedies), XI.K (Annual Appropriation), XI.N (Release of Information), XI.O (Attorneys' Fees), and XI.Q (Agreement Controls) shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

S. Protection of Personal Identifying Information. If the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Cherry Hills Village and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF CHERRY HILLS VILLAGE, COLORADO

By: Kathleen O'Brown

Printed Name: Kathleen Brown

Title: Mayor

Date of execution: 3/17/24

ATTEST:

Laura Gillespie

Laura Gillespie, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Kathie Guckenberger

Kathie Guckenberger, City Attorney

CONTRACTOR:

By: _____

Printed Name: L. Carson Bise

Title: President

Date of execution: 2/11/26

STATE OF ~~COLORADO~~ Maryland)
) ss. 2/11/26
COUNTY OF Montgomery)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 11th day of February, 2026, by Lanny Bise as President of Tischler Bise, Inc., a consulting firm Washington D.C corp.

My commission expires: 11/8/2029

(S E A L)

Jared Soriano
Notary Public
Montgomery County, MD
My Commission Expires November 8, 2029

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

EXHIBIT A
SCOPE OF SERVICES

Task 1: Project Initiation/Data Acquisition

- Task Timeframe (estimated):
  - Month 1
- Intent:
  - TischlerBise will meet with City staff to establish lines of communication, to review and discuss project goals and expectations related to the project, request data and documentation related to any new proposed development, discuss staff's role in the project, and discuss the desired format of the Land Dedication Standards Analysis.
- Meetings:
  - One (1) virtual meeting with City staff.
  - One (1) in-person appearance at a City Council meeting to introduce TischlerBise to the City Council.
- Deliverable(s):
  - TischlerBise will provide a Data Request Memorandum.
  - City Staff will provide a written summary to TischlerBise regarding the project introduction meetings for the Planning and Zoning Commission, as well as the Parks, Trails, and Recreation Commission.

Task 2: Prepare Land Use Assumptions

- Task Timeframe (estimated):
  - Months 1 and 2
- Intent:
  - To review and understand the current demographics of the City and determine future development for the Village in terms of current population, number of and types of housing units, and demographic factors (e.g. persons per housing unit).
- Meetings:
  - Discussions with the City Staff that were held as part of Task 1.
  - Virtual meetings as needed.
- Deliverable(s):
  - TischlerBise will prepare a draft Land Use Assumptions Memorandum to include, but not be limited to:
    - The recommended land use factors for consideration as a part of the final implementation strategy or strategies.
  - After review and approval from the City Staff of the draft, a final Land Use Assumptions Memorandum will be provided to the City, which will become a part of the final Parks, Trails, and Open Space Land Dedication Report.

Task 3: Determine Park Land Needs and Service Levels

- Task Timeframe (estimated):
  - Months 2 and 3
- Intent:
  - TischlerBise will evaluate the impact of development on the need for additional park land, trails, and open space, if any, and identify costs eligible for the land dedication requirement.
  - TischlerBise will perform a needs analysis and level of service ("LOS") for park land, trails, and open space.
- Meetings:
  - One (1) virtual meeting with the City staff to discuss capital facility needs and levels of service, if any.
  - One (1) in-person appearance at a City Council meeting to report on the status of the project and findings to date.
- Deliverable(s):
  - Memoranda as deemed necessary by the City Staff and TischlerBise. The results of this Task will be included in both the draft and final Park Land Dedication Report.
  - City Staff will provide a written summary to TischlerBise regarding the project update to the Planning and Zoning Commission, as well as the Parks, Trails, and Recreation Commission.

Task 4: Evaluation of Dedication and Impact Fee Options

- Task Timeframe (estimated):
  - Months 2 and 3
- Intent:
  - Provide the analysis and recommendation(s) for maintaining or revising the City's Land Dedication Standards or fee-in-lieu of Land Dedication Standards. The analysis will include:
    - The application of Land Dedication Requirement(s). Review the application of land dedication versus fee-in-lieu of land dedication versus exactions/impact fees.
    - Acreage/Land Requirements. By residential dwelling unit, type of housing, square footage, population threshold by dwelling unit, land development type, or other method(s).
    - Typology. Definitions of open space, parks, and trails, and types of dedicated land that could meet each definition.
    - Improvement Guarantees. Recommended approaches to ensure agreed-upon improvements are made by the developer. For example, requiring the timing of the installation of open space, parks, and trails within a development to ensure completion for the public.
    - Cash-in-Lieu. Best practices for ensuring an independent determination for fair-market value is used when land dedication is not feasible or desired. This should include different approaches for semi-rural and more urban areas.
    - Determination of appropriate market value assumptions.
  - TischlerBise will prepare a generic evaluation and make a recommendation for the City to consider or not consider a park impact fee option. This evaluation and recommendation

will be reviewed by the City Staff. After review by the City Staff, this evaluation will be provided in the final Park Land Dedication Report.

- Meeting(s):
  - One (1) virtual meeting with the City staff to discuss the analysis in this Task and the strategy or strategies for reporting these findings in Task 5.
- Deliverable(s):
  - TischelerBise will provide a report on the results of the analysis from this Task for the City's staff review and approval, including the information related to the impact fee option.
  - City Staff will provide a written summary to TischlerBise regarding the draft Technical Memorandum for the Recommendations for Maintaining or Revising the City's Land Dedication Standards from the Planning and Zoning Commission, as well as the Parks, Trails, and Recreation Commission meetings.

Task 5: Prepare Draft and Final Park Land Dedication Report, Public Presentations

- Task Timeframe (estimated):
  - Months 3 and 4
- Intent:
  - TischlerBise will prepare a draft Park Land Dedication Report for the City Staff's review. This report will document all assumptions and cost factors. At a minimum, the Report will include the following:
    - Executive Summary.
    - A detailed description of the methodologies used during the study.
    - A detailed description of the level of service standard(s), cost factor(s) used, and any accompanying rationale.
    - Determination of how to assess land value (Base Rate/Cost per Acre).
    - Policies regarding credits for the construction of amenities allowed by the City.
    - A detailed schedule of all proposed park, trail, and open space land dedication requirements and fee-in-lieu of land dedication requirements.
    - Methodology for annual updates.
    - Impact fee analysis.
  - TischlerBise will prepare a comparative analysis of peer community park impact fee/park dedication/fee-in-lieu of land dedication requirements. This analysis will compare the City's recommendations with those of peer communities, noting any differences in fee schedules and methodologies.
- Meeting(s):
  - One (1) in-person meeting with the Parks, Trails, and Recreation Commission to present the draft Report.
  - One (1) in-person meeting with the Planning and Zoning Commission to present the draft Report.
  - One (1) in-person meeting with the City Council to present the draft Report.
  - One (1) in-person meeting with the Parks, Trails, and Recreation Commission to present the final Report.
  - One (1) in-person meeting with the Planning and Zoning Commission to present the final Report.

- One (1) in-person meeting with the City Council to present the final Report.

- Deliverable(s):
  - Draft Park Land Dedication Report and associated presentation materials.
  - Final Park Land Dedication Report and associated presentation materials.

EXHIBIT B
COMPENSATION

The following is the project fee schedule for the tasks, number of meetings, and anticipated deliverables. This is a fixed fee, not to exceed, and includes direct expenses related to the project. Billing will occur on a monthly basis.

Fee Schedule					
Team Member	**Bise**	**McAweeney**	**Herlands**	**Total**	
Job Title	**Principal in Charge**	**Project Manager**	**Quality Control**	**Hours**	**Cost**
Hourly Rate*	$250.00	$210.00	$220.00		
Task 1: Project Initiation/Data Acquisition	8	0	8	16	$3,760.00
Task 2: Prepare Land Use Assumptions	4	16	4	24	$5,240.00
Task 3: Determine Park Land Needs and Service Levels	4	24	8	36	$7,800.00
Task 4: Evaluation of Dedication and Impact Fee Options	16	32	4	52	$11,600.00
Task 5: Prepare Draft/Final Park Land Dedication Report, Public Presentations	16	32	8	56	$12,480.00
Total	**48**	**104**	**32**	**184**	**$40,880.00**

*Hourly rates are inclusive of all costs.

Exhibit B

DRAFT - 2026 Land Dedication Standards

Prepared for:

Cherry Hills Village, Colorado

July 24, 2026

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

999 W Main St
Suite 100
Boise, ID 83702
800.424.4318
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Cherry Hills Village, CO
Land Dedication Standards

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ACKNOWLEDGEMENTS

CITY COUNCIL
Katy Brown, Mayor
Doug Robinson, District 1
Earl Hoellen, District 2 (Mayor Pro Tem)
Dave Heller, District 3
Susan Maguire, District 4
Karen Fisher, District 5
Robert Eber, District 6

PLANNING & ZONING COMMISSION
Bill Lucas, Chair
Doug Kelsall, Vice-Chair
David C.P. Wyman
Sheida Lahabi
Shari Leigh
Amy Lay
Clifton Alston

PARKS, TRAILS & RECREATION COMMISSION
Mary Presecan, Chair
Tory Leviton, Vice-Chair
Martin Greer
Kevin Kanouff
Mark Williams
Cate Darch

CITY STAFF
Paul Workman, Community Development Director
Emily Black, Parks Project & Operations Manager

CONSULTANT TEAM
Colin McAweeney, TischlerBise
Ryan Alea, TischlerBise

EXECUTIVE SUMMARY

Cherry Hills Village, Colorado, retained TischlerBise, Inc. to assist in updating its land dedication standards (City Code Sec. 17-3-30) to meet the demands generated by development for open space, parks, and trails in the City. This report presents the methodologies and calculations used to generate current levels of service, fee-in-lieu of land dedication, and other proposed changes to the existing standards. The methodologies used are applied to ensure equity and proportionality in the program. During the effort, the project team has gathered input and feedback from the City Council, the Planning & Zoning Commission, and the Parks, Trails & Recreation Commission.

GENERAL OVERVIEW OF EXACTIONS

Impact fees, land dedications, and fees-in-lieu are all types of exactions. Exactions can be imposed as a condition for approval of land development and relate to a public need generated by the development itself. Exactions can take several forms, such as dedication of land, construction of an amenity, or a monetary charge. These exactions are imposed on a one-time basis. The purpose of the exaction must relate to the need created by the development and be roughly proportional to the development's impact.

Payment of a fee-in-lieu of land dedication may happen when there are site constraints within the development, or the location is not preferred by the jurisdiction. When collecting a fee-in-lieu, the amount should be equivalent to the value of land that would have been dedicated and any required infrastructure improvements.

FEDERAL ENABLING LEGISLATION

In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected (see Nollan v. California Coastal Commission, 1987). In the Dolan v. City of Tigard, OR, 1994 case, the Court ruled that an exaction must also be "roughly proportional" to the burden created by development. Lastly, Sheetz v. County of El Dorado (2024) held that the Takings Clause of the U. S. Constitution makes no distinction between legislative and administrative land use permit exactions; both must satisfy the "essential nexus" and "rough proportionality" tests from Nollan and Dolan. This overturned the prior rule that broadly-applied, legislatively-adopted fees or dedication requirements were exempt from that scrutiny. Consequently, subdivision land dedication policies set by ordinance, not just case-by-case conditions, now need individualized justification tying the dedication to the specific development's impacts.

COLORADO ENABLING LEGISLATION

For local governments, the first step in evaluating funding options for facility improvements and maintenance is to determine basic options and requirements established by state law. Some states have more conservative legal parameters that restrict local government to specifically authorized actions. In contrast, "home-rule" states, like Colorado, grant local governments broader powers that may or may not be precluded or preempted by state statutes, depending on the circumstances and on the state's particular laws. The City of Cherry Hills Village is a home-rule City.

Colorado Revised Statute 29-20-104.5 authorizes local governments to impose development charges, or exactions, to fund capital facilities needed to serve development. Park and recreation facilities qualify as essential capital facilities because they provide measurable public health benefits through accessible spaces for physical activity[i], reduce stress[ii], enhance mental well-being and social cohesion[iii], increase property values, and deliver critical environmental services in the form of reduced water and air pollution[iv]. The land dedication program ensures new residential development defrays its proportional impact on park infrastructure by dedicating land commensurate with the demand created by a subdivision, as allowed by statute, thereby maintaining existing service levels for both current and future residents.

LEVEL OF SERVICE STANDARDS

Cherry Hills Village's current standard requires land dedication of 7.5 percent of the lot size. The recommended change is to move from a land-based dedication standard to an acreage per 1,000 residents standard (also known as population-based). Specifically, TischlerBise's analysis shows a dedication of 18.10 acres per 1,000 residents is the current level of service when the City's current open space, parks, and trails inventory are compared to the current population. Figure 1 is a summary of the dedication standards. Note that the current levels of service have been calculated using a methodology commonly used for impact fee programs to establish equity and proportionality for future exactions. This approach ensures defensibility in the land dedication policy. Note that if an exaction is assessed higher than the current level of service, then development is being burdened to an elevated service level and not just addressing the new demand of its development. When new development is burdened beyond its impact, the Nollan, Dolan, and Sheetz tests can be introduced by an applicant.

Figure 1. Summary of Proposed New Land Dedication Standards

Cherry Hills Village Current Level of Service (LOS)	
Open Space & Park LOS	12.80 acres per 1,000 residents
Trails LOS	5.30 acres per 1,000 residents
Grand Total LOS	**18.10 acres per 1,000 residents**

RECOMMENDATIONS

Below summarizes the proposed changes to the standard(s):

1. Update the assessment to be "population-based" (the number of new residents per housing unit).
    a. Rationale – The population-based approach establishes the nexus between new residential development and the need to expand open space, parks, and trails.
2. Park land dedication standard.
    a. Under the proposed revision to assess based on new residents, the current level of service supports assessing 18.10 acres per 1,000 residents.
    b. Rationale – Assessing development dedication at the current level of service ensures that the policy is defensible and only addresses the growth's share of expansions.

3. Continuing with the fair market value approach for the fee-in-lieu.
    a. Rationale – This policy ensures the City captures the current value of the land for public benefit.
4. TischlerBise recommends that the fair market value be determined by a qualified appraiser and approved by the City Council.
    a. Rationale – The City Code does not currently identify a method of determining the fair market value, which may result in conflicting applications.
5. Land suitability
    a. TischlerBise recommends that Cherry Hills Village identify the allowable land to be dedicated via a separate process from this one.
    b. Rationale – The City Code does not identify a set of qualifications for land dedication. This may result in inaccessible, unusable, and/or burdensome (to the City) land being dedicated to the City.
6. Code updates
    a. TischlerBise recommends that the land dedication code be reviewed every five years.
    b. Rationale – Items such as level of service and demographics can have meaningful change over that time period and the code should reflect the current conditions.

1 - Park Land Dedication Standards

1.1 - CURRENT CHERRY HILLS VILLAGE PARK LAND DEDICATION STANDARDS

Park Land Dedication

Currently, Cherry Hills Village's land dedication requirements for parks, trails, and public open space are:

- No less than 7.5 percent of the gross land area being subdivided.
- Must be used for parks, open space, trails, and recreational/civic amenities.
- City has final authority on the selection of land.

Fee-in-Lieu of Land Dedication

Payment in lieu of land dedication (fee-in-lieu) may be accepted at the discretion of the City when it is determined to more effectively meet the needs for parks, trails, and public open space. The amount of the payment is based on the fair market value of the land that would otherwise be required for dedication (7.5 percent of the gross subdivision area). Payments must be made prior to final plat approval, or in accordance with a subdivision improvements agreement, and are deposited into the City's Land Dedication Fund. Funds collected are used to acquire, develop, or improve parks, public open space, trails, and other recreational amenities in a manner consistent with the City's Master Plan.

1.2 - PEER COMMUNITY LAND DEDICATION STANDARDS COMPARATIVE ANALYSIS

The following section serves as a high-level comparison between the current park and land dedication standards in the neighboring communities to provide context for any changes made to the existing program. The following peer communities were chosen for their proximity to Cherry Hills Village and limited to cities that assess a park land dedication policy. Many communities in the region assess park impact fees on new development rather than a land dedication policy (e.g. Aurora, Louisville, Castle Pines, and Boulder), which has limited the number of communities available in the comparison. Some of the following are within the South Suburban Park and Recreation District (SSPRD) and do not have their own Parks & Recreation Department. In these cases, the land and fee-in-lieu is turned over to SSPRD.

When comparing land dedication standards between communities, it is best practice to review the underlying nexus studies supporting these requirements to understand the methodology, assumptions, and level of service standards used to establish the dedication requirements. However, the nexus studies supporting the land dedication policies in these peer communities were not publicly available, and it could not be verified whether these cities' land dedication policies were supported by nexus studies. From a cursory review, the City of Lakewood's land dedication standard was established in 1983, while the City of Englewood established its standard sometime between 2003 and 2016. It could not be found when the Town of Bow Mar or the City of Centennial established their land dedication standards.

Accordingly, it cannot be determined whether these standards are consistent with current state and federal legal requirements or whether they would withstand legal scrutiny if challenged. Therefore, while the peer community standards provide useful context, they should be considered supplemental to the findings of this study and should not be used as the sole basis for establishing land dedication requirements beyond those supported by the City's demonstrated needs and nexus analysis.

CITY OF LAKEWOOD, CO

General land dedication standards in the City of Lakewood were adopted in 2025 and are as follows:

- 5.5 acres of parkland per 1,000 residents for community and neighborhood parks
    - Composed of approximately 3.0 acres per 1,000 for community parks and 2.5 acres per 1,000 for neighborhood parks
- Regional park requirements are not required to be met through new development, as existing regional park needs are considered satisfied

Parkland dedication requirements are population-based and vary by housing type, using the following population factors:

- Single-family detached: 2.55 persons per unit
- Multifamily attached: 1.68 persons per unit
- Senior housing: 1.20 persons per unit

Total parkland dedication is calculated based on the number of units, applicable population factor, and the 5.5 acres per 1,000 residents standard.

In addition to land dedication, the City of Lakewood may require fees-in-lieu of land dedication or improvements in lieu (such as plazas, play spaces, trails, or community amenities) when it is determined that such alternatives better meet the needs of the development and surrounding area.

Land dedicated for park and open space purposes must meet specific criteria, including accessibility, usability, and consistency with the City's planning documents. Certain land types, such as private open space, drainage facilities, utility corridors, and hazardous areas, are not eligible for dedication.

A fee-in-lieu payment may be required when land dedication or improvements are not feasible or appropriate. The fee is established annually by the City Council and is based on market conditions using appraisals or other valuation methods. Fees must be paid at the time of development approval (e.g., final plat or site plan) and are used for the acquisition, development, or improvement of park and open space facilities. Fees collected for neighborhood parks are generally spent within the same geographic area (ward), while fees for community parks may be used more broadly across the City, particularly in underserved areas.

The Code also allows for privately owned parkland to count toward dedication requirements, provided it is open to the public and subject to maintenance, access, and legal agreement standards.

TOWN OF BOW MAR, CO

General land dedication standards in Bow Mar are as follows:

- 20 percent of the gross land area of all residential subdivisions must be dedicated for open space, parks, trails, and other recreational/civic uses

In addition to land dedication, the Town may accept fee-in-lieu payments or off site land dedication at its discretion when it is determined to better meet community recreational and open space needs. All

dedicated land must be used for the acquisition, development, or maintenance of open space, parks, trails, and related amenities that serve Town residents.

Land dedication is determined through negotiation between the Town and the subdivider; however, the Town retains final authority over the selection, configuration, and type of interest conveyed (fee simple or easement) if agreement cannot be reached. All dedicated land must ultimately serve public recreational purposes.

In addition to land or fee-in-lieu requirements, the Town imposes a per lot development fee of $5,500 per residential lot, which is used to support the improvement and maintenance of open space. This fee may be adjusted periodically by resolution of the Board of Trustees.

Fees-in-lieu payments are based on the fair market value of the land that would otherwise be required for dedication and are deposited into a dedicated Land Dedication Fund. These funds are used by the Town for future acquisition, development, and maintenance of parks, open space, and recreational facilities. Fees must be paid prior to plat recording or pursuant to a development agreement.

CITY OF CENTENNIAL, CO

General park and open space land dedication standards in the City of Centennial are as follows:

- 6.0 acres of public parkland per 1,000 projected residents for parks
- 0.25 acres per 1,000 projected residents for other public purposes (including trails, fire stations, libraries, and civic facilities)

Park dedication requirements are calculated based on the projected population generated by new residential development, which is derived using population assumptions. Population per dwelling unit varies by residential density. These population factors are used to convert residential density into an estimated population, which is then used to determine required parkland dedication.

- Up to 7.49 dwelling units/acre: 2.96 persons per unit
- 7.50 to 14.99 dwelling units/acre: 2.39 persons per unit
- 15.00+ dwelling units/acre: 1.76 persons per unit

In addition to land dedication, the City may require a fee-in-lieu of land dedication when park sites cannot be practically integrated into a development. Fees are calculated as the required acreage of dedication multiplied by a City-established land value, which is currently set at $40,000 per acre (subject to annual adjustment by City Council resolution). Applicants may submit an appraisal to challenge the assumed land value.

The City may also accept a combination of land dedication and fee-in-lieu payment. All dedicated parkland must be suitable for public use, including safe access, appropriate location, and compatibility with park functions. Land that is hazardous, environmentally constrained, or required for utilities or drainage is not eligible for dedication. All fees collected in lieu of land dedication are used for the acquisition, development, and improvement of park and open space facilities and are held or administered by the City for those purposes.

Privately owned parkland may be credited toward dedication requirements if it is open to the public and meets City standards; however, credit is limited to no more than 35 percent of the total requirement, with the remainder satisfied through land dedication, fees, or a combination of both.

CITY OF ENGLEWOOD, CO

General open space and civic space standards require residential developments to provide 10.7 acres of open space per 1,000 projected residents. Population is estimated using dwelling unit factors based on housing type:

- Detached houses, multi-unit houses, and row houses: 2.15 persons per unit
- Apartments and other multi-unit residential buildings: 1.8 persons per unit
- Age-restricted housing (qualifying under federal standards): 1.5 persons per unit

The City Council determines at final plat approval whether open space requirements will be met through land dedication, fee-in-lieu payment, or a combination of both. The fee-in-lieu amount is based on the fair market value of the land that would otherwise be required for dedication.

Dedicated land must be suitable for public use and generally conform to an approved master plan. Acceptable uses include public parks, greenways, trails, and other recreation-oriented spaces, with design encouraged to incorporate natural, cultural, or scenic features. Land is typically conveyed to the City in fee simple or easement form and may require installation of associated public improvements such as access and utility infrastructure.

When a fee-in-lieu is accepted, funds are deposited into a City account and must be used for the acquisition and development of parks, trails, open space, and related facilities located reasonably near the development. Timing of dedication or payment occurs at final plat or final development approval, with phased developments allowed to pay proportionally based on phase population.

Open space requirements may be satisfied through a variety of approved space types, including community parks (25–100 acres), neighborhood parks (2–10 acres), small parks (0.5–2 acres), trails, civic plazas and squares, and enhanced streetscapes, provided they are integrated into an overall connected system of civic and recreational spaces.

In addition to its land dedication policy, the City of Englewood also assesses a parks and recreation impact fee. Impact fee revenues are used for improvements to existing park facilities; however, the fees are not used for land acquisition. Under the current fee schedule, a single-family home pays an impact fee of $777, while a multifamily unit pays $490.70.

1.3 - KEY DIFFERENCES IN PEER COMMUNITIES

In the following figure, the land dedication standards are presented using two different approaches: “population-based” standards (acres per 1,000 residents) and “land area based” standards (percent of gross land area). While both are common and reasonable methodologies for establishing park and open space requirements, they measure development impacts differently and therefore are not directly comparable on an “apples-to-apples” basis. Population-based standards are scaled based on the number

of anticipated residents generated by a development, while land area-based standards are scaled with the physical size of the subdivision regardless of residential density.

Currently, Cherry Hills Village and Bow Mar apply the land area approach, requiring 7.5 percent and 20 percent of gross land area, respectively. In contrast, Lakewood, Centennial, and Englewood use population-based formulas that calculate required dedication based on projected residents generated by the development. These jurisdictions apply population assumptions based on housing type or residential density to estimate the park and open space demand created by new development.

Among the population-based systems, dedication requirements vary: Lakewood requires 5.50 acres per 1,000 residents, Centennial requires a total of 6.25 acres per 1,000 residents, and Englewood requires 10.70 acres per 1,000 residents. Each jurisdiction also differs in the range of facilities that may satisfy dedication requirements, with some communities allowing trails, open space corridors, or other recreational amenities to count toward the requirement.

The calculation of fee-in-lieu payments are generally consistent across all jurisdictions that were reviewed and typically follows the formula below:

[Required Land Dedication] × [Fair Market Value of Land] = Fee-In-Lieu Payment

However, jurisdictions differ in how fair market value is determined. Cherry Hills Village, Bow Mar, and Englewood primarily rely on appraised market value. Lakewood establishes fees annually using appraisals, market studies, and other valuation tools. Lastly, Centennial uses a City-established assumed land value per acre that may be challenged through an appraisal process. Arguably, the static land value for Centennial ($40,000 per acre) is considerably lower than the current market value.

Several jurisdictions also express a preference for land dedication over fee-in-lieu when practicable. Lakewood specifically emphasizes a preference for fee-in-lieu, while Cherry Hills Village, Bow Mar, and Englewood Codes allow the municipality discretion to determine whether land dedication, fee-in-lieu payment, or a combination of both best serves the community. Bow Mar additionally requires a separate per lot development fee to support the maintenance and improvement of open space facilities.

Finally, many of the jurisdictions provide flexibility in how dedication requirements may be satisfied. Lakewood and Centennial allow certain privately owned park land to count toward dedication requirements if publicly accessible and maintained through long-term agreements, while Englewood encourages integration between public and private open space systems. These provisions reflect a broader trend toward flexibility in meeting park and open space needs as communities continue to urbanize and redevelop.

The following figure lists the communities by assessment type and the number of acres required. For reference, the national average level of service standard for city and county park land is 10.2 acres per 1,000 residents.

Figure 2. Peer Community Park Dedication Standards Comparison Table

Comparison of Parks Land Dedication Requirements		
Jurisdiction	**Dedication Standard**	**Dedication Method**
Land Based Assessment		
Bow Mar	20% of gross land area + $5,500 per residential lot	Land Area Based
Cherry Hills	7.5% of gross subdivision land area	Land Area Based
Population-Based Assessment		
Englewood	10.7 acres / 1,000 residents	Population-Based
2025 National Level of Service Average [1]	10.2 acres / 1,000 residents	Population-Based
Centennial	6.0 acres / 1,000 residents (parks) + 0.25 acres / 1,000 (other public purposes)	Population-Based
Lakewood	5.5 acres / 1,000 residents	Population-Based

[1] National Recreation and Park Association, *2025 Agency Performance Review*

2 - LAND DEDICATION STANDARDS

This chapter details the level of service calculations for the land dedication. Existing public open space, park, and trail inventory are used in conjunction with the city population to understand the current level of service. Levels of service have been calculated using a methodology commonly used for impact fee programs to capture the currently provided service levels to the existing population for the purposes of equity and proportionality. Collecting land or fee-in-lieu at a level of service higher than what is currently being provided to address deficiencies or to achieve a higher desired level of service means development is being burdened to elevated service levels for existing residents, not just addressing the new demand of the proposed development.

Along with determining the current level of service, the following chapter compares the level of service per 1,000 residents to the number of residents per household to find the proposed land dedication standards. These standards represent the past investment the community has made in the park, trail, and public open space infrastructure.

2.1 - CURRENT PARKS, TRAILS, AND PUBLIC OPEN SPACE LEVEL OF SERVICE

This chapter details the level of service calculations for the land dedication policy. The existing park, trail, and public open space inventory from Cherry Hills Village is used in conjunction with the population to understand the current level of service.

TischlerBise recommends revising the policy to assess by housing type. From experience in the Front Range of Colorado, TischlerBise has found that the type of housing is a more proportionate and defensible way to assess land dedication compared to a flat percentage of the parcel area. Furthermore, U.S. Census data is based on density and lot size is limited compared to data based on the housing type.

PARK, TRAIL, AND PUBLIC OPEN SPACE LEVEL OF SERVICE

To derive the current level of service for Cherry Hills Village's parks and public open space, the current number of acres is compared to the current population estimate (Figure 3). There are a total of 81.08 acres of park, trail, and public open space, and there are an estimated 6,354 residents within Cherry Hills Village. As a result, the current level of service is 12.80 acres per 1,000 persons, rounded (81.08 acres / 6,354 persons = 12.80 acres per 1,000 persons).

Figure 3. Current Cherry Hills Village Parks Level of Service

Parks	Park Land (Acres)
Alan Hutto Memorial Commons	2.38
Blackmer Common	13.80
City Park	1.00
Dahlia Hollow Park	2.41
John Meade Park	10.65
Quincy Farm	17.50
Three Pond Park	10.35
Woodie Hollow Park	11.00
Volunteer Park	3.18
Vol. Park Annexes	2.21
Quincy & Holly	2.76
Buell Lake (excl. lake)	3.47
Jackson St (two parcels)	0.37
Total	**81.08**

Level-of-Service Standards	**Acres**
Total Acres	81.08
2026 Population [1]	6,354
Acres per 1,000 Persons	**12.80**

[1] 2024 U.S. Census ACS estimate

TRAILS LEVEL OF SERVICE

A similar analysis is completed for city trails. Noted in Figure 4, the trail inventory is measured in acres, which is calculated with trail length and width. In total, there are 33.39 acres of trails, resulting in a level of service of 5.30 acres per 1,000 residents (33.39 acres / 6,354 persons = 5.30 acres per 1,000 residents).

Figure 4. Current Cherry Hills Village Trail Level of Service

Trails	Trail Area (Acres)
Tufts Trail	0.10
Woodie Hollow Trail	0.31
Oxford Trail	0.95
Cherrymoor Trail	1.75
Cherrymoor Trail	1.56
Woodie Hollow Trail	0.66
Woodie Hollow Trail	0.10
Owl Trail	0.33
Cherrymoor Trail	0.08
Vine Way Trail	0.22
Vine Way Trail	0.19
Academy Trail	0.56
Woodie Hollow Trail	0.36
Woodie Hollow Trail	0.49
Lafayette Trail	0.18
Tufts Trail	0.13
Village Trail	0.96
Village Trail	0.16
Monroe Trail	1.91
Glenmoor Trail	1.78
Cherry Trail	0.89
Glenmoor Trail	0.75
Birch Trail	0.30
Albion Trail	0.04

Trails	Trail Area (Acres)
Village Trail	0.72
Village/Sunrise	1.52
Meadow Trail	0.23
Buell Lake Trail	0.33
Feather Trail	0.10
Pheasant Ridge Trail	1.12
Holly Trail	0.74
Rabbit Run	0.23
Walden Trail	0.05
Stanford Trail	0.23
Radcliff Trail	0.06
Turkey Trail	0.21
Dolphin Trail	0.05
Calamity/PR	0.49
High Line Canal	7.37
HLC-Monroe Connector	0.09
Paved Trails Separated from Roadway - Quincy	2.71
Paved Trails Separated from Roadway - Holly	0.79
Paved Trails Separated from Roadway - Clarkson	0.29
Easement - Crescent Gardens Minor Subdivision	0.23
Easement - Petry-Garnsey	0.25
Easement - Verona Place	0.21
End of Dahlia St N of Belleview to the HLC	0.33
End of Mansfield to meet High Line	0.28
Total	**33.39**

Level-of-Service Standards	**Acres**
Total Acres	33.39
2026 Population [1]	6,354
Acres per 1,000 Persons	**5.30**

[1] 2024 U.S. Census ACS estimate

PARK, TRAIL, AND PUBLIC OPEN SPACE LEVEL OF SERVICE BASED ON HOUSING TYPE

Following the recommendation to revise the policy to be assessed by housing type, the following section combines the persons per housing unit (PPHU) by housing type, and park, trail, and public open space levels of service (LOS). City Council has directed that only single-family detached housing will be used in this policy. Shown in Figure 5, single-family detached development results in 0.038 acres per unit (12.80 acres per 1,000 persons x 3.00 persons per housing unit = 0.0384 park acres per housing unit).

Figure 5. Current Cherry Hills Village Park Acres per Housing Unit

Current Park LOS	12.80 acres per 1,000

Housing Type	Persons per Housing Unit [1]	Park Acres per Housing Unit
Single Family Detached	3.00	**0.0384**

[1] TischlerBise Analysis of U.S. Census Bureau 2024 PUMS data

Shown in Figure 6, the current trail level of service is multiplied by the PPHU factors to find the acres per housing unit. City Council has also directed that only single-family detached housing will be used in the policy. Single-family detached development results in 0.0159 acres per unit (5.30 acres per 1,000 persons x 3.00 persons per housing unit = 0.0159 acres per housing unit).

Figure 6. Current Cherry Hills Village Trail Acres per Housing Unit

Current Trail LOS	5.30 acres per 1,000

Housing Type	Persons per Housing Unit [1]	Trail Acres per Housing Unit
Single Family Detached	3.00	**0.0159**

[1] TischlerBise Analysis of U.S. Census Bureau 2024 PUMS data

LEVEL OF SERVICE COMPARISON

In Figure 7, the current level of service described above is included in the comparable table. In total, the current level of service in Cherry Hills Village is 18.10 acres per 1,000 residents.

Figure 7. Peer Community Dedication Standards Comparison Table w/Current Level of Service

Comparison of Parks Land Dedication Requirements		
Jurisdiction	**Dedication Standard**	**Dedication Method**
Bow Mar	20% of gross land area + $5,500 per residential lot	Land Area Based
Cherry Hills	7.5% of gross subdivision land area	Land Area Based
Population-Based Assessment		
Cherry Hills Level of Service	18.10 acres / 1,000 residents	Population-Based
Englewood	10.7 acres / 1,000 residents	Population-Based
2025 National Level of Service Average [1]	10.2 acres / 1,000 residents	Population-Based
Centennial	6.0 acres / 1,000 residents (parks) + 0.25 acres / 1,000 (other public purposes)	Population-Based
Lakewood	5.5 acres / 1,000 residents	Population-Based

[1] National Recreation and Park Association, *2025 Agency Performance Review*

2.2 - RECOMMENDED CHANGE TO ASSESSMENT METHOD

Another way to illustrate the results of the existing standards and the current level of service is by converting each standard into an equivalent amount of land to be dedicated per residential unit across different assumed lot sizes. This approach provides a consistent basis for comparison even though the underlying standards use different calculation methods. For this analysis, it is assumed that each lot results in one single-family detached unit occurring on a lot-by-lot basis rather than through large-scale subdivision into multiple smaller parcels. This is an important simplifying assumption, particularly in areas characterized by larger estate lots, such as Cherry Hills Village.

Figure 8 summarizes the acres needed to be dedicated for varying lot sizes under the current policy and the total land dedication for a single-family detached subdivision. Under the current policy, the land dedication per residential unit is greater for the larger lot sizes, while a lot size that is 0.72 acres or less results in a greater dedication, as a percentage of the lot.

It should be noted that this comparison assumes that each lot ultimately contains only a single residential dwelling unit. If larger properties are instead subdivided into multiple smaller lots with additional homes constructed, the effective dedication requirement under the population-based approach would increase accordingly.

Figure 8. Single-Family Detached Land Dedication Comparison

Cherry Hills Village - Single-Family Detached (0.0543 acres per unit)			
Lot Size (Acres)	Existing Land Dedication Standard (acres)	Assessment Based on Housing Type (acres)	Change From Existing Standard
0.25	0.019	0.054	190%
0.50	0.038	0.054	45%
0.72	0.054	0.054	1%
1.00	0.075	0.054	-28%
1.50	0.113	0.054	-52%
2.00	0.150	0.054	-64%

2.3 - HYPOTHETICAL PARK LAND DEDICATION FEE-IN-LIEU EXAMPLES

Currently, the policy allows for a fee to be paid in lieu of land dedication during the subdivision process, which is based on the number of acres to be dedicated and the value of the land.

[Required Land Dedication] × [Fair Market Value of Land] = Fee-in-lieu Payment

TischlerBise recommends continuing the policy to allow for a fee-in-lieu of land dedication during the subdivision process. To continue the above examples, the following figures provide a comparison of the fee-in-lieu under the current and proposed assessment, with an assumed land value of $1,000,000 per acre.

Note in Figure 9 that the fee-in-lieu for a single-family detached subdivision changes proportionally to the lot size under the current policy (ranging between $18,750 per unit to $150,00 per unit), while it is held constant under the proposed change ($54,300 per unit). This comparison encapsulates the rationale

behind the recommendation to change the policy to be based on the housing type. Population growth is the leading indicator for the need to expand park infrastructure, and population growth is better determined by the housing type rather than the size of a residential lot.

Figure 9. Single-Family Detached Fee-in-lieu Comparison

	Fair Market Land Value	$1,000,000 per acre	
Cherry Hills Village - Single-Family Detached Fee-in-Lieu Example			
Lot Size (Acres)	Existing Land Dedication Standard	Assessment Based on Housing Type	Change From Existing Standard
0.25	$18,750	$54,300	190%
0.50	$37,500	$54,300	45%
0.72	$54,000	$54,300	1%
1.00	$75,000	$54,300	-28%
1.50	$112,500	$54,300	-52%
2.00	$150,000	$54,300	-64%

3 - LAND VALUATION & LAND SUITABILITY

3.1 - LAND VALUATION

Under City Code Sec. 17-3-30, payment in lieu of land dedication (fee-in-lieu) may be accepted at the discretion of the City when it is determined to more effectively meet the needs for parks, trails, and public open space. The amount of the payment is based on the fair market value of the land that would otherwise be required for dedication. Fee payments must be made prior to final plat approval, or in accordance with a subdivision improvements agreement, and are deposited into the City's Land Dedication Fund. Funds collected are used to acquire, develop, or improve parks, open space, trails, and other recreational amenities in a manner consistent with the City's Master Plan. TischlerBise recommends continuing this policy to ensure the City captures the fair value of the land to continue the public benefit.

The current policy does not state how the fair market value is determined. TischlerBise recommends including the stipulation that the market value be determined by a qualified appraiser and approved by the City Council.

4 - APPENDIX A. DEMOGRAPHIC ASSUMPTIONS

The data estimates and projections used in the study's calculations are detailed in this section. This chapter includes discussion and findings on:

- Household/housing unit size
- Current population and housing unit estimates

Note: calculations throughout this technical memo are based on an analysis conducted using Excel software. Results are discussed in the memo using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

4.1 - POPULATION AND HOUSING CHARACTERISTICS

To determine the current park, trail, and public open space level of service in Cherry Hills Village, the U.S. Census American Community Survey (ACS) data is used to estimate the persons per housing unit (PPHU) and city population. Shown in Figure 10, there are 6,354 residents and 2,381 housing units, all of which are single-family housing. As a result, there are 2.67 persons per single-family unit in Cherry Hills Village. Importantly, the ACS estimates combine single-family detached and single-family attached totals.

Figure 10. Cherry Hills Village PPHU – 2024 U.S. Census ACS

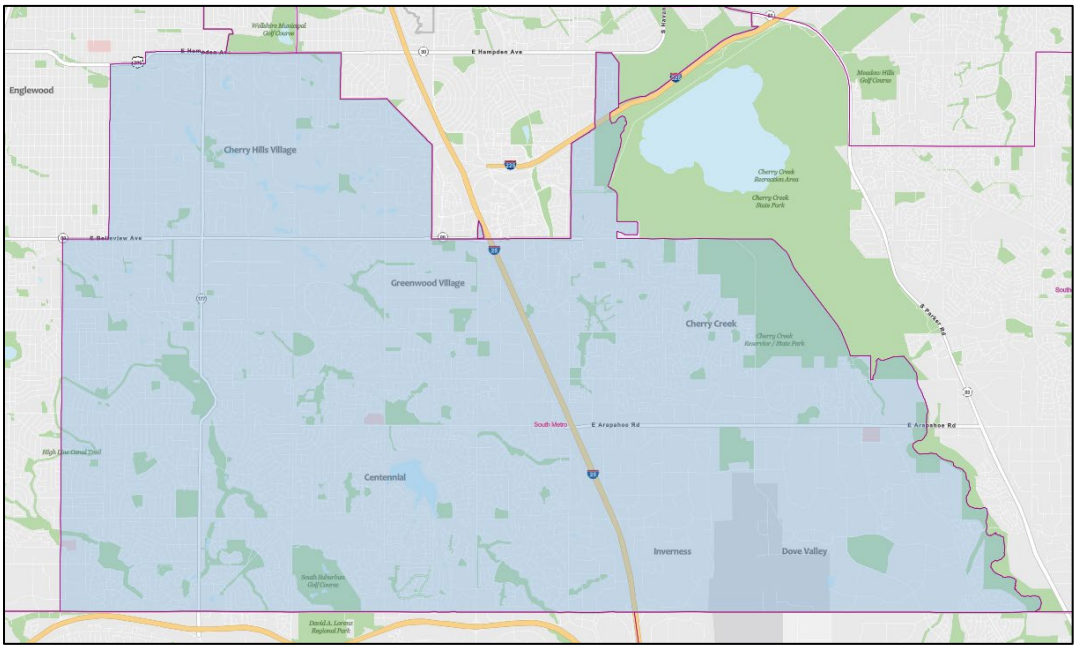
Housing Type	Persons	Housing Units	Persons per Housing Unit
Single-Family [1]	6,354	2,381	**2.67**
Total	6,354	2,381	**2.67**

[1] Includes attached and detached single-family homes
Source: U.S. Census Bureau, 2024 American Community Survey 5-Year Estimates

The PPHU factor (2.67 persons) in Figure 10 is for single-family detached homes in Cherry Hills Village.

TischlerBise uses U.S. Census 2024 Public Use Microdata Sample (PUMS) data, the most recent year available, to derive the PPHU by housing type. PUMS data is available for areas of roughly 100,000 people, and the City of Cherry Hills Village is included in Colorado Public Use Microdata Area (PUMA) 1602. Below is the map illustrating the PUMA used in this demographic analysis.

Figure 11. PUMA 1602



As shown in Figure 12, TischlerBise has calculated the unadjusted PPHU for single-family detached housing (2.66 PPHU) and the overall average (2.37 PPHU) in the PUMA.

Figure 12. Unadjusted Persons per Housing Unit Factors

Unadjusted PPHU for PUMA 1602			
Housing Type	Persons *	Housing Units *	Persons per Housing Unit
Single-Family Detached	5,471	2,053	2.66
Total	**7,086**	**2,991**	**2.37**

Source: U.S. Census Bureau, 2024 5-Year American Community Survey Public Use Microdata Sample for Colorado PUMA 1602
* Note: values are responses to PUMA survey and not representative of the total population

In Figure 13, the PUMA PPHU for single-family detached homes is calibrated to Cherry Hills Village using the total PPHU for each area. The unadjusted PPHU for a single-family detached unit is 2.66 persons in the PUMA, but that is adjusted upwards to 3.00 PPHU for Cherry Hills Village (2.66 unadjusted single-family detached PPHU x (2.67 PPHU / 2.37 unadjusted PPHU) = 3.00 PPHU).

Figure 13. Adjusted Cherry Hills Village PPHU

Cherry Hills Village Adjusted PPHU		
Housing Type	Unadjusted PPHU	Adjusted PPHU
Single-Family Detached	2.66	**3.00**
Total [1]	2.37	**2.67**

Source: U.S. Census Bureau, 2024 5-Year American Community Survey Public Use Microdata Sample for Colorado PUMA 1602
[1] Highlighted cell is the Cherry Hills control total for all housing in the city

4.3 - NEW RESIDENTIAL CONSTRUCTION TREND

New housing construction is used to understand current trends in development. Over the past 10 years, the City has issued 117 permits for new homes. However, a vast majority of those permits were for residential projects that replaced an existing home. During this period, a total of seven new residential lots were approved, all of which are zoned for single-family detached dwellings. By applying the PPHU factors, there would be approximately 21 new residents (7 units x 3.00 PPHU = 21 residents) from the homes built on those new lots.

5 - APPENDIX C. CITATIONS

[i] Bedimo-Rung, A. L., Mowen, A. J., Cohen, D. A. (2005). The significance of parks to physical activity and public health. *American Journal of Preventive Medicine*, 28(2), 159-168. 10.1016/j.amepre.2004.10.024

[ii] Kondo, M. C., Jacoby, S. F., South E. C. (2018). Does spending time outdoors reduce stress? A review of real-time stress response to outdoor environments. *Health & Place,* 51, 136-150. https://doi.org/10.1016/j.healthplace.2018.03.001

[iii] Jimenez, M. P., DeVille, N.V., Elliott, E.G., Schiff, J.E., Wilt, G.E., Har, J.E., James, P. (2021). Associations between Nature Exposure and Health: A Review of the Evidence. *International Journal of Environmental Research and Public Health*, 18 (4790), 1-19. https://doi.org/ 10.3390/ijerph18094790

[iv] The Trust for Public Land. (2010). The Economic Benefits of Denver's Park and Recreation System. http://cloud.tpl.org/pubs/ccpe-denver-park-value-report.pdf

CHERRY HILLS VILLAGE
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ITEM: 8b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: PAUL WORKMAN, COMMUNITY DEVELOPMENT DIRECTOR
EMILY BLACK, PARKS PROJECT & OPERATIONS MANAGER

SUBJECT: COUNCIL BILL 7, SERIES 2026, A BILL FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, EXTENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS SEEKING THE APPROVAL OF A SUBDIVISION (FIRST READING)

DATE: AUGUST 4, 2026

ISSUE:
Should the City Council ("Council") adopt Council Bill 7, Series 2026 **(Exhibit A)**, extending Ordinance 7, Series 2025, for an additional four months for a total of a thirteen-month moratorium on the acceptance and processing of new applications seeking the approval of a subdivision (*i.e.,* sketch plats, preliminary plats, final plats, amended plats, and minor subdivisions)?

UPDATE:
At the December 10, 2025, City Council meeting, the Council received a presentation from staff related to the initial request for this emergency moratorium. At that meeting, the Council voted unanimously to approve an emergency ordinance to impose a nine (9) month moratorium on the acceptance and processing of new subdivision applications that require either a land dedication or a fee-in-lieu of land dedication. On February 3, 2026, the emergency ordinance was affirmed on second reading by the Council. The emergency ordinance will expire on September 10, 2026 (nine months from December 10, 2025).

Since the emergency ordinance was approved in December of 2025 and affirmed in February of 2026, the City has taken the following steps regarding the land dedication and fee-in-lieu requirement:

- February and March of 2026: The City Council approved a Professional Services Agreement ("PSA") **(Exhibit B)** and a budget reappropriation to hire TischlerBise to perform a Nexus

Study regarding the City's land dedication and fee-in-lieu requirements for parks, trails, and open space.

- TischlerBise has completed Task 1, Task 2, and Task 3 contained in the PSA and is currently in the process of working on Task 4 (90% complete) and Task 5 (10% complete).
- Staff has met with the Planning and Zoning Commission ("PZC") and the Parks, Trails, and Recreation Commission ("PTRC") to provide them with project updates and get their input.
    - April of 2026, project introduction meetings with the PZC and the PTRC.
    - June of 2026, joint project update meeting with the PZC and the PTRC.
- Staff provided a project update to the City Council in June of 2026, where the Council provided feedback to staff and TischlerBise.
- The Council is scheduled to receive another project update at the August 4, 2026, meeting.

After the update to the City Council at the August 4, 2026, meeting, staff anticipates coordinating with TischlerBise to finalize the Nexus Study. Once the Study is finalized, staff will coordinate with the City Attorney's Office regarding proposed changes to the Municipal Code. The Municipal Code changes will then proceed through the normal process whereby the PZC will make a recommendation to the City Council, and the City Council will decide whether or not to adopt the proposed changes.

BACKGROUND:
Section 17-3-30. – Land dedication or cash payment in lieu thereof **(Exhibit C)** requires a 7.5% dedication of land associated with the subdivision of property to facilitate the acquisition and development of open space, parks, trails, and other community recreational, cultural, educational, and civic amenities and facilities. At the City's discretion, the City may accept a fee-in-lieu of land dedication for the equivalent fair market value of the land required for dedication.

To ensure adequate services for new development, local governments often impose the cost of public improvements and facilities required to serve the development through the land-use permitting process. The most common tools for achieving this goal are requirements for applicants to either dedicate land, pay a fee-in-lieu of the land dedication, or pay an impact fee. This approach is commonly referred to as "development paying its own way."

MORATORIUM EXTENSION:
Ordinance 7, Series 2025, imposed a nine (9) month moratorium on the acceptance and processing of new subdivision applications that require either a land dedication or a fee-in-lieu of land dedication. This moratorium allows for an evaluation, by a consultant, of *Section 17-3-30. – Land dedication or cash payment in lieu thereof* to determine if it meets current City needs.

The moratorium applies to the following types of subdivision applications:

- Sketch plats;
- Preliminary plats;
- Final plats;
- Amended plats; and
- Minor subdivisions

Based upon the work done to date and the work remaining to be done, staff is requesting that Council Bill 7, Series 2026, be adopted. The ordinance extends the moratorium by four (4) months until January 4, 2027, to allow for the Nexus Study to be finalized and any Code revisions to be processed.

There are no pending applications for subdivisions, and staff has had no conversations with any prospective applicants for subdivisions.

PLANNING AND ZONING COMMISSION:
As this action is a moratorium enacted pursuant to the City's police power and does not amend language in the Municipal Code or otherwise fall under the authority of the Planning and Zoning Commission, a recommendation from the Commission is not required.

RECOMMENDED MOTION:
"I move to approve Council Bill 7, Series 2026, a Bill for an Ordinance of the City of Cherry Hills Village Extending the Temporary Moratorium on the Acceptance and Processing of New Applications Seeking the Approval of a Subdivision, on first reading."

EXHIBIT(S):
Exhibit A – Council Bill 7, Series 2026
Exhibit B – TischlerBise Professional Services Agreement
Exhibit C – Section 17-3-30. – Land dedication or cash payment in lieu thereof

Exhibit A

COUNCIL BILL 7 **INTRODUCED BY _____**
SERIES OF 2026 **SECONDED BY _____**

A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE
EXTENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS SEEKING THE APPROVAL OF A SUBDIVISION

WHEREAS, the City of Cherry Hills Village (the "City") is a home rule municipal corporation created and organized pursuant to Article XX of the Colorado Constitution and the Cherry Hills Village Home Rule Charter; and

WHEREAS, pursuant to C.R.S. § 31-15-401, 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, C.R.S. § 29-20-104 grants home rule cities the authority to plan for and regulate the planned and orderly use of land based on the impact thereof on the community; and

WHEREAS, temporary suspensions on the acceptance and on the processing of applications and permits (commonly called moratoria) for land uses are a judicially approved method or means of enabling local governments to plan for, regulate, and protect the health, safety, and welfare of the community; and

WHEREAS, pursuant to Chapter 17 of the Cherry Hills Village Municipal Code (the "Municipal Code"), the City has adopted the Subdivision Regulations of the City of Cherry Hills Village, Colorado (the "Subdivision Regulations") to provide for the subdivision of land within the City; and

WHEREAS, according to the Subdivision Regulations, the City requires all subdividers to dedicate land or a cash payment in lieu to address the impact of subdivisions on open space, parks, trails, and other community recreational, cultural, educational, and civic amenities and facilities (the "City Facilities"); and

WHEREAS, the City Adopted Ordinance No. 7, Series 2025 (the "Moratorium Ordinance"), on December 10, 2025, and affirmed and readopted the Moratorium Ordinance on February 3, 2026; and

WHEREAS, the Moratorium Ordinance temporarily suspended the City's acceptance and processing of new applications and requests for City approval of sketch plats, preliminary plats, final plats, amended plats, and minor subdivisions under Chapter 17 of the Municipal Code; and

WHEREAS, the Moratorium Ordinance is scheduled to terminate on September 10, 2026, unless earlier terminated, modified, or amended by City Council; and

WHEREAS, the City continues to pursue completion of a comprehensive study of the impacts of new development on City Facilities, including input from relevant Commissions and the City Council; and

WHEREAS, the City Council finds that extending the temporary moratorium through and

including January 4, 2027, on the City's acceptance and processing of new subdivision applications is in the best interests of the City, and is necessary: (1) to allow the City time to study the impact of development on City Facilities; and (2) to enact regulations to mitigate such impacts.

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

Section 1. Recitals Incorporated. The foregoing recitals are hereby adopted as findings of the City Council and are incorporated herein by reference.

Section 2. Temporary Moratorium Enacted. The City hereby imposes a moratorium as set forth herein. No new applications or requests for City approval of sketch plats, preliminary plats, final plats, amended plats, and minor subdivisions under Chapter 17 of the Municipal Code shall be accepted, reviewed, considered, or approved until such time as the moratorium imposed by this Ordinance is terminated or repealed, unless otherwise expressly provided in this Ordinance. The provisions of this Ordinance are temporary in nature and are intended to be repealed by a subsequent legislative enactment. The temporary moratorium established by this Ordinance shall automatically terminate, and this Ordinance shall automatically be repealed, as of January 4, 2027, unless terminated earlier by the City Council or extended in its duration by the enactment of another ordinance. Nothing contained in this Ordinance shall be construed to limit or preclude the City Council from terminating, repealing, modifying, or amending this Ordinance prior to the date and time of expiration and repeal set forth in this section.

Section 3. Preservation of the Status Quo and Violation. Any person or entity that has formally submitted a complete application for a sketch plat, preliminary plat, final plat, amended plat, or minor subdivision to the City that is suitable for processing or received final approval of a sketch plat, preliminary plat, final plat, amended plat, or minor subdivision from the City prior to the effective date of this Ordinance may proceed with the review, processing, and development of such application or approval in accordance with the Municipal Code. Any person who violates this Ordinance may be subject to the general penalty provisions of the Municipal Code.

Section 4. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance, and the remaining provisions shall remain valid and in full force and effect.

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

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

(SEAL)

_____
Kathleen Brown, Mayor

Exhibit A

ATTEST:

Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie Guckenberger, City Attorney

Published in the Villager
Published _____
Legal # _____

City of Cherry Hills Village, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: TischlerBise Nexus Study for Land Dedication and Fee-in-Lieu of Land Dedication

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 TischlerBise, Inc., a District of Columbia corporation with offices at 4701 Sangamore Road, Suite S240 in Bethesda, MD 20816 ("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 October 1, 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 the 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 a 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 the 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 L. Carson Bise II, President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision, which results in the City's need to allocate resources in time or expense for daily supervision, shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Forty Thousand Eight Hundred and Eighty dollars and No cents ($40,880.00)** ("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 the 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 in 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 markup, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's invoices:

☒ None
☐ Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the IRS as a tax-deductible business expense)
☐ Printing and Photocopying Related to the Services (billed at actual cost)
☐ Long Distance Telephone Charges Related to the Services
☐ Postage and Delivery Services

☐ Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state

laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

☒ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

☐ The Contractor shall secure and maintain the following ("Required Insurance"):

☐ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

☐ Comprehensive General Liability insurance with minimum combined single limits of _____ Dollars ($____.__) each occurrence and of _____ Dollars ($____.__) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than _____ Dollars ($____.__) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☐ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars ($____.__) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the

City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect **prior to the commencement of the Services**. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, penalties, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, penalty, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, penalty, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. Contractor expressly agrees that the provisions of this paragraph include its obligations as set forth in Section XI.V. of this Agreement.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

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

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

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

X. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against the 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	TischlerBise, Inc. Attn: L. Carson Bise 4701 Sangamore Road, Suite S240 Bethesda, MD 20816

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.

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: Kathleen O'Brown

Printed Name: Kathleen Brown

Title: Mayor

Date of execution: 3/17/24

ATTEST:

Laura Gillespie

Laura Gillespie, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Kathie Guckenberger

Kathie Guckenberger, City Attorney

CONTRACTOR:

By: _____

Printed Name: L. Carson Bise

Title: President

Date of execution: 2/11/26

STATE OF ~~COLORADO~~ Maryland)
) ss. 2/11/26
COUNTY OF Montgomery)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 11th day of February, 2026, by Lanny Bise as President of Tischler Bise, Inc., a consulting firm Washington D.C corp.

My commission expires: 11/8/2029

(S E A L)

Jared Soriano
Notary Public
Montgomery County, MD
My Commission Expires November 8, 2029

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

EXHIBIT A
SCOPE OF SERVICES

Task 1: Project Initiation/Data Acquisition

- Task Timeframe (estimated):
  - Month 1
- Intent:
  - TischlerBise will meet with City staff to establish lines of communication, to review and discuss project goals and expectations related to the project, request data and documentation related to any new proposed development, discuss staff's role in the project, and discuss the desired format of the Land Dedication Standards Analysis.
- Meetings:
  - One (1) virtual meeting with City staff.
  - One (1) in-person appearance at a City Council meeting to introduce TischlerBise to the City Council.
- Deliverable(s):
  - TischlerBise will provide a Data Request Memorandum.
  - City Staff will provide a written summary to TischlerBise regarding the project introduction meetings for the Planning and Zoning Commission, as well as the Parks, Trails, and Recreation Commission.

Task 2: Prepare Land Use Assumptions

- Task Timeframe (estimated):
  - Months 1 and 2
- Intent:
  - To review and understand the current demographics of the City and determine future development for the Village in terms of current population, number of and types of housing units, and demographic factors (e.g. persons per housing unit).
- Meetings:
  - Discussions with the City Staff that were held as part of Task 1.
  - Virtual meetings as needed.
- Deliverable(s):
  - TischlerBise will prepare a draft Land Use Assumptions Memorandum to include, but not be limited to:
    - The recommended land use factors for consideration as a part of the final implementation strategy or strategies.
  - After review and approval from the City Staff of the draft, a final Land Use Assumptions Memorandum will be provided to the City, which will become a part of the final Parks, Trails, and Open Space Land Dedication Report.

Task 3: Determine Park Land Needs and Service Levels

- Task Timeframe (estimated):
  - Months 2 and 3
- Intent:
  - TischlerBise will evaluate the impact of development on the need for additional park land, trails, and open space, if any, and identify costs eligible for the land dedication requirement.
  - TischlerBise will perform a needs analysis and level of service ("LOS") for park land, trails, and open space.
- Meetings:
  - One (1) virtual meeting with the City staff to discuss capital facility needs and levels of service, if any.
  - One (1) in-person appearance at a City Council meeting to report on the status of the project and findings to date.
- Deliverable(s):
  - Memoranda as deemed necessary by the City Staff and TischlerBise. The results of this Task will be included in both the draft and final Park Land Dedication Report.
  - City Staff will provide a written summary to TischlerBise regarding the project update to the Planning and Zoning Commission, as well as the Parks, Trails, and Recreation Commission.

Task 4: Evaluation of Dedication and Impact Fee Options

- Task Timeframe (estimated):
  - Months 2 and 3
- Intent:
  - Provide the analysis and recommendation(s) for maintaining or revising the City's Land Dedication Standards or fee-in-lieu of Land Dedication Standards. The analysis will include:
    - The application of Land Dedication Requirement(s). Review the application of land dedication versus fee-in-lieu of land dedication versus exactions/impact fees.
    - Acreage/Land Requirements. By residential dwelling unit, type of housing, square footage, population threshold by dwelling unit, land development type, or other method(s).
    - Typology. Definitions of open space, parks, and trails, and types of dedicated land that could meet each definition.
    - Improvement Guarantees. Recommended approaches to ensure agreed-upon improvements are made by the developer. For example, requiring the timing of the installation of open space, parks, and trails within a development to ensure completion for the public.
    - Cash-in-Lieu. Best practices for ensuring an independent determination for fair-market value is used when land dedication is not feasible or desired. This should include different approaches for semi-rural and more urban areas.
    - Determination of appropriate market value assumptions.
  - TischlerBise will prepare a generic evaluation and make a recommendation for the City to consider or not consider a park impact fee option. This evaluation and recommendation

will be reviewed by the City Staff. After review by the City Staff, this evaluation will be provided in the final Park Land Dedication Report.

- Meeting(s):
  - One (1) virtual meeting with the City staff to discuss the analysis in this Task and the strategy or strategies for reporting these findings in Task 5.
- Deliverable(s):
  - TischelerBise will provide a report on the results of the analysis from this Task for the City's staff review and approval, including the information related to the impact fee option.
  - City Staff will provide a written summary to TischlerBise regarding the draft Technical Memorandum for the Recommendations for Maintaining or Revising the City's Land Dedication Standards from the Planning and Zoning Commission, as well as the Parks, Trails, and Recreation Commission meetings.

Task 5: Prepare Draft and Final Park Land Dedication Report, Public Presentations

- Task Timeframe (estimated):
  - Months 3 and 4
- Intent:
  - TischlerBise will prepare a draft Park Land Dedication Report for the City Staff's review. This report will document all assumptions and cost factors. At a minimum, the Report will include the following:
    - Executive Summary.
    - A detailed description of the methodologies used during the study.
    - A detailed description of the level of service standard(s), cost factor(s) used, and any accompanying rationale.
    - Determination of how to assess land value (Base Rate/Cost per Acre).
    - Policies regarding credits for the construction of amenities allowed by the City.
    - A detailed schedule of all proposed park, trail, and open space land dedication requirements and fee-in-lieu of land dedication requirements.
    - Methodology for annual updates.
    - Impact fee analysis.
  - TischlerBise will prepare a comparative analysis of peer community park impact fee/park dedication/fee-in-lieu of land dedication requirements. This analysis will compare the City's recommendations with those of peer communities, noting any differences in fee schedules and methodologies.
- Meeting(s):
  - One (1) in-person meeting with the Parks, Trails, and Recreation Commission to present the draft Report.
  - One (1) in-person meeting with the Planning and Zoning Commission to present the draft Report.
  - One (1) in-person meeting with the City Council to present the draft Report.
  - One (1) in-person meeting with the Parks, Trails, and Recreation Commission to present the final Report.
  - One (1) in-person meeting with the Planning and Zoning Commission to present the final Report.

- One (1) in-person meeting with the City Council to present the final Report.

- Deliverable(s):
  - Draft Park Land Dedication Report and associated presentation materials.
  - Final Park Land Dedication Report and associated presentation materials.

EXHIBIT B
COMPENSATION

The following is the project fee schedule for the tasks, number of meetings, and anticipated deliverables. This is a fixed fee, not to exceed, and includes direct expenses related to the project. Billing will occur on a monthly basis.

Fee Schedule					
Team Member	**Bise**	**McAweeney**	**Herlands**	**Total**	
Job Title	**Principal in Charge**	**Project Manager**	**Quality Control**	**Hours**	**Cost**
Hourly Rate*	$250.00	$210.00	$220.00		
Task 1: Project Initiation/Data Acquisition	8	0	8	16	$3,760.00
Task 2: Prepare Land Use Assumptions	4	16	4	24	$5,240.00
Task 3: Determine Park Land Needs and Service Levels	4	24	8	36	$7,800.00
Task 4: Evaluation of Dedication and Impact Fee Options	16	32	4	52	$11,600.00
Task 5: Prepare Draft/Final Park Land Dedication Report, Public Presentations	16	32	8	56	$12,480.00
Total	**48**	**104**	**32**	**184**	**$40,880.00**

*Hourly rates are inclusive of all costs.

Exhibit C

Sec. 17-3-30. - Land dedication or cash payment in lieu thereof.

(a) In addition to provisions for roads and easements for drainage and utilities, every subdivider, in order to facilitate the acquisition and development of open space, parks, and trails as contemplated by the Master Plan and Parks and Trails Master Plan, and other community recreational, cultural, educational, and civic amenities and facilities, shall convey to the City an area of land from within the subdivision that is not less than seven and one-half percent (7 ½%) of the gross area of all land being subdivided. The City may, in its discretion, accept in lieu of such land dedication either land located outside of the land being subdivided or a payment equivalent to the fair market value of the land required for dedication hereunder, or some combination thereof. In the event the City elects to require the dedication of land from the land being developed, the City and the subdivider shall determine what land shall be dedicated and whether in fee simple or by easement, taking into account the existing and anticipated parks, trails, and other recreational amenities as provided in the Master Plan and Parks and Trails Master Plan, provided that the City's reasonable determination of what land shall be dedicated shall control in the event the City and the subdivider do not agree. Land dedications and cash payments in lieu thereof under this subsection shall be used to provide and improve open space, parks, trails, and other recreational amenities for the benefit of all residents of the City.

(b) Such development fees shall be devoted to the development of open space, parks, and trails as contemplated by the Master Plan and Parks and Trails Master Plan and other community recreational, cultural, educational, and civic amenities and facilities. The amount of such fee may be adjusted as appropriate from time to time by resolution of the Council.

(c) All cash fees payable to the City under this Section shall be due to the City prior to the recording of the plat or pursuant to a subdivision improvements agreement. They shall be placed in the Land Dedication Fund of the City for future disbursal by the City Council.

(Ord. 8, §1, 2019)

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: KELLY NEWMAN, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: 2027 TAXPAYER RELIEF

DATE: AUGUST 4, 2026

ISSUE

Should City Council provide one-time taxpayer relief in 2027 and, if so, which option best aligns with the Village's objectives?

BACKGROUND

The Village's updated Long-Range Financial Forecast demonstrates continued financial stability through the planning horizon, with projected General Fund balances remaining well above the adopted Fund Balance and Reserve Policy. Based on this strong financial position, City Council requested that staff evaluate options for providing one-time taxpayer relief beginning in 2027.

At the March 3, 2026, Council Retreat, Council discussed providing taxpayer relief via i) a one-time rebate, ii) a temporary one-year property tax holiday, or iii) a combination of the two. This memorandum summarizes taxpayer implications of the one-time rebate, and of the temporary one-year property tax holiday — and evaluates the projected long-term financial impact on the Village of these alternatives. While all three options are financially feasible, staff believe a temporary one-year property tax holiday would provide meaningful taxpayer relief, avoiding the operational difficulties and possible tax impacts to residents that are associated with the one-time rebate, while preserving the Village's long-term structural financial stability. Staff is seeking Council direction to incorporate the preferred option into development of the 2027 Proposed Budget.

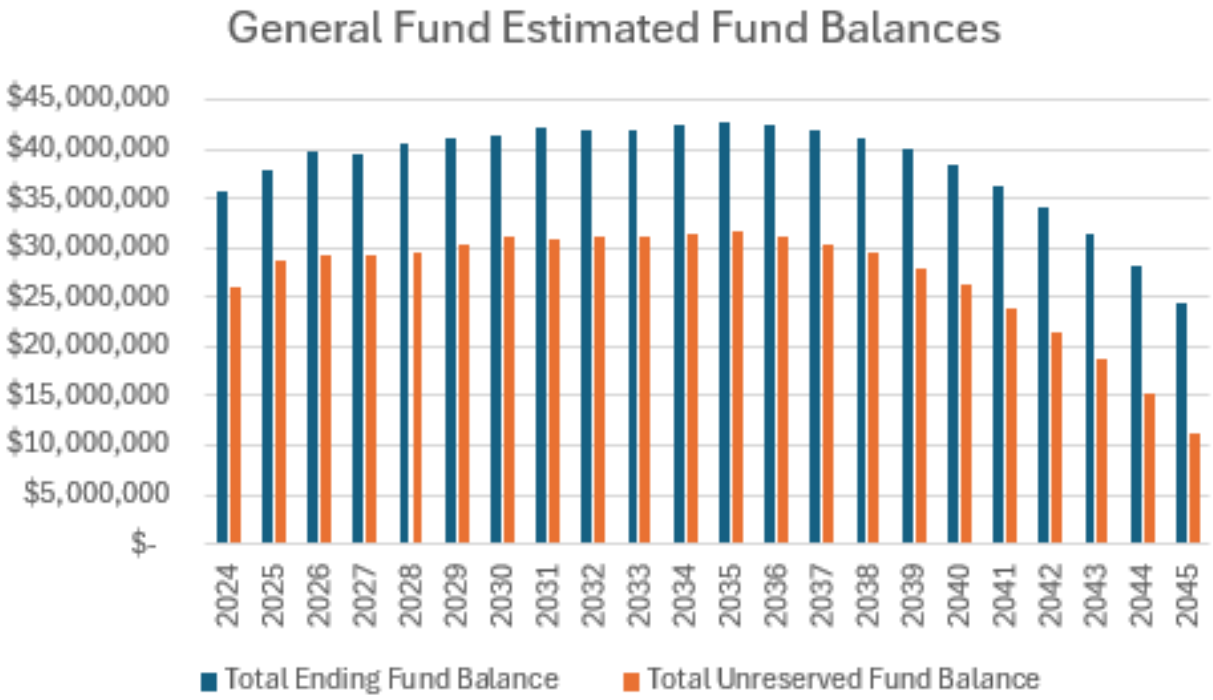
Also, At the March 3, 2026 City Council Retreat, staff presented updates to the Village's General Fund Long-Range Financial Forecast (**Exhibit A**). The updated forecast included a comprehensive review of anticipated revenues, operating expenditures, capital improvements, and parks projects through the long-range planning horizon (through 2045). Based on the Village's projected financial position, Council requested staff evaluate potential taxpayer relief options for 2027.

VILLAGE FINANCIAL POSITION

Property tax is the largest revenue source for the Village. The current property tax mill levy is 14.722 - 7.300 to the General Fund and 7.422 to the Parks Fund - which comprises approximately 15% of our residents' total tax levies. There are currently approximately 2,200 single family homes in the Village. The estimated average property tax for 2027 is $26,000, with $3,800 of that tax coming to the Village.

General Fund Unreserved Fund Balance:

The current forecast shows a predicted unreserved fund balance in the General fund of $31M at the highest point (in multiple years) and $11M at the low point (in 2045).



The current forecast shows a range of 13-48 months of revenue to cover all planned expenditures.

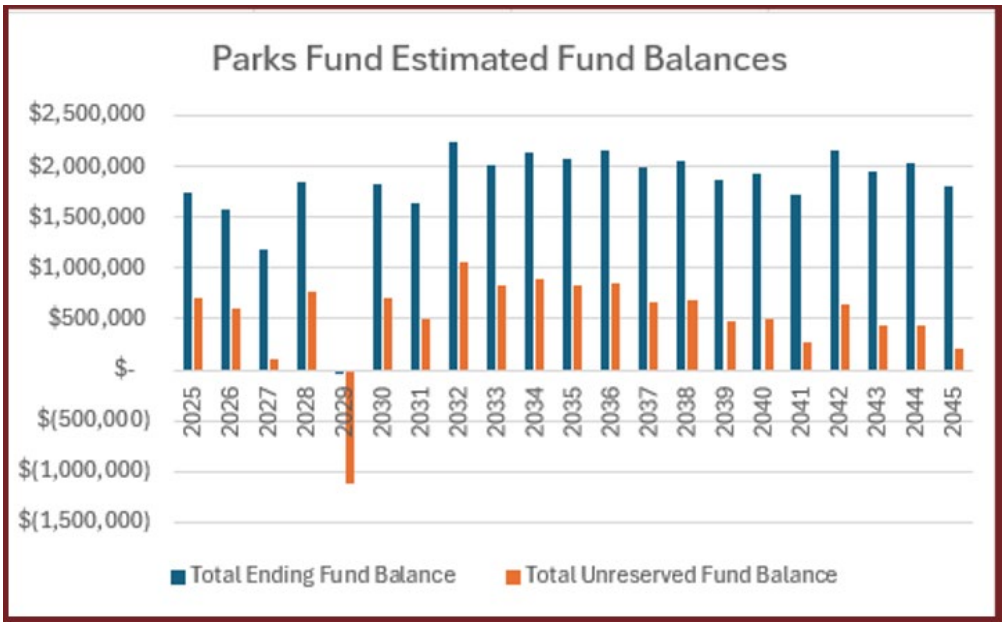
- The low end of 13 months is expected in 2045 but is still well above Village fund balance and reserve policies **(Exhibit C)**.

The General Fund is projected to maintain a Net Operating Gain (Revenues above Expenditures) through 2041 prior to any taxpayer relief budgeted. The Emergency Reserve Fund Balance per the Village's Fund Balance / Reserve Policy is met each year, with a 2045 forecast of $24.3M TOTAL ending fund balance, which includes an $11.1M unreserved balance.

Parks Fund Unreserved Fund Balance:

The current forecast shows a predicted unreserved fund balance in the Parks Fund of $1M at the highest point and -$1M at the low point. With the current forecast the low point occurs in 2029 with expenditures being substantially greater than revenues with the Quincy Farm Hopkins

House restoration. In 2029 the Parks Fund could not fund this project without a loan from the General Fund or a reduction in the Hopkins House project scope.



The current forecast shows a range of 0-6 months of revenue to cover all planned expenditures.

- The low end of 0 months is expected in 2029 due to the Quincy Farm Hopkins House restoration, but the Village has time to determine other funding methods (loan from the General Fund, grants, smaller project scope, etc) before the 2028 budgeting process.

Overall, the Parks Fund is projected to maintain a positive fund balance (except for 2029) through 2045. The Parks Fund Balance per the Village's Fund Balance / Reserve Policy is met each year (except for 2029), with a 2045 forecast of $1.8M TOTAL ending fund balance, which includes an $216k unreserved balance. The Parks Fund is currently projected to remain financially stable, with forecasted revenues sufficient to meet anticipated expenditures throughout the long-range planning horizon. However, because revenues and expenditures are projected to remain closely aligned, the fund does not generate significant operating surpluses. As a result, the Parks Fund has limited capacity to absorb substantial unplanned capital expenditures or to accelerate repayment of Certificates of Participation (COPs) without securing additional revenue sources, such as General Fund transfers or new dedicated funding mechanisms. Strategic consideration of future funding options will be necessary should the Village wish to advance capital priorities or debt reduction efforts within this fund.

GENERAL FUND UNRESERVED FUND BALANCE

The General Fund is projected to maintain a strong unassigned fund balance throughout the long-range financial forecast, ranging from approximately $31 million at its highest point to $11 million at its lowest. These projected balances remain materially above the Village's adopted fund balance and emergency reserve policy thresholds, indicating sustained fiscal capacity over the planning horizon. The current long-range financial forecast also shows the Village's revenue remaining above expenditures until 2041.

TAXPAYER RELIEF OPTIONS
Given this position, Council members identified two main options for taxpayer relief at the retreat:

2027 Taxpayer Relief:

1) **Issuing a one-time tax rebate:** A one-time tax rebate could be sent to residents as a return of taxpayer's funds given the current fund balances above reserve levels. This approach deploys excess reserves without altering the Village's recurring revenue base or expenditure structure. However, these rebates may be taxable to the residents depending on their specific tax situation for 2027. In addition, significant staff time would be required for issuing the initial rebate by checks to roughly 2,200 households in 2027 and then also issuing 1099-G reporting forms in January 2028 to record the rebates issued with both the State of Colorado and the IRS. Additional rebate issues to consider:
    a. Possible fairness complaints as rebates are not tied to property tax amount paid
    b. Date of record chosen for eligible residents to receive rebates may cause challenges
2) **Issuing a temporary one-time property tax holiday:** A temporary one-time property tax holiday reduction would preserve long-term structural balance as it would not create recurring obligations. A temporary one-time reduction of the property tax mill levy would provide residents with a one-time decreased property tax bill and the amount of reduction received would depend on property valuation. Additional temporary one-time property tax holiday issues to consider:
    a. Current processes and procedures already established through City budgeting process, Arapahoe County mill levy certifications, and property tax collection procedures.
    b. More equitable as amount of relief is directly related to property tax paid for 2027.

Colorado law expressly authorizes local governments to provide temporary property tax relief through either a temporary property tax credit or a temporary mill levy reduction. Pursuant to C.R.S. §§ 39-1-111.5 and 29-1-1702, a temporary mill levy reduction does not alter the City's underlying voter-approved mill levy. Consequently, upon expiration of the temporary reduction, the City may restore its previously certified mill levy without additional voter approval, provided the reduction was adopted as a temporary measure in accordance with state law. Unlike a permanent reduction in the Village's mill levy, a temporary one-time property tax holiday provides meaningful taxpayer relief without creating an ongoing structural reduction in future revenues. Property tax collections would resume at the adopted mill levy beginning in 2028, allowing the Village to maintain the long-term financial sustainability reflected in the Long-Range Financial Forecast while returning a portion of current excess reserves to taxpayers.

Property tax holiday impact on the 2027 budget and Long Range Financial Forecast:
A temporary property tax reduction to 0 mills in 2027 would result in approximately $8.4M in taxpayer relief and an expected average of $3,800 reduction in 2027 property tax bill for Cherry Hills Village residents. This includes a reduction to 0 mills for the General Fund and a reduction to 2027 General Fund revenue of $4.04M, and a reduction to 0 mills for the Parks Fund and a reduction to Parks Fund revenue of $4.36M (assuming property taxes are close to that expected

in the 2027 Long Range Financial Forecast update on 3/3/2026 - exact numbers would be known by final 2027 budget presentation to Council on December 14, 2026). Due to the healthier unreserved fund balance in the General Fund, a recommended transfer from General Fund fund balance to the Parks Fund of the full mill levy reduction or approximately $4.36M is recommended to maintain Parks Fund required fund balances and allow the General Fund to absorb the full impact of the 2027 property tax reduction.

Long-term Financial Impact:
If a full temporary property tax mill levy holiday is approved for 2027, along with a transfer from the General Fund to the Parks Fund of the Parks Fund's reduction, there would be an immediate reduction to 2027 General Fund balance of approximately $8.4M. There would also be a loss of future interest earnings of approximately $4.9M through 2045 (or $2.7M through 2037), assuming interest rates stay at an average of 3.6% through 2045 (current interest rates 2020-2026 have averaged 3.4% with a very low average rate in 2020 – 2021 of 0.5% to a high of 5.0% in 2023).

Total impact of a full property tax holiday in 2027 is approximately $11M reduction in fund balance through 2037 (10 years), $12.5M reduction through 2042 (year COPs are paid off) and $13.3M reduction through 2045 (the current furthest projection of the Long Range Financial Forecast).

Comparing the full impact to the current Long Range Financial Forecast:

	GF Balance	Current ($1000's)	Post Tax Holiday ($1000)
Year End 2037	Unreserved: Total Balance:	30,402 41,851	19,750 31,038
Year End 2042	Unreserved: Total Balance:	21,511 34,196	9,156 21,697
Year End 2045	Unreserved: Total Balance	11,135 24,363	(2,148) 10,915

This projection also assumes no future policy changes or revenue adjustments over the 18-year forecast period and can be viewed in completeness in **Exhibit B.**

While the projected reduction in fund balance is significant, the Long-Range Financial Forecast indicates the Village would continue to maintain fund balances above the adopted reserve policy for all but the last year (2045) of the planning horizon. Staff will continue updating the Long-Range Financial Forecast annually to evaluate changes in assessed valuation, inflation, investment earnings, capital project timing, and other economic assumptions before recommending any future taxpayer relief initiatives.

Strategic Considerations:
As background, the current Long Range Financial forecast includes $4.37M for Quincy Farm improvements vs the $3.3M projection for Quincy Farm Vision A, which was previously approved (as amended) by Council. The Capital Improvement Plan (CIP) forecast also includes $2.39M in Storm Water/ High Line Canal and $750K in cell service improvements. All CIP projects are subject to annual approval of expenditures by Council.

Items not included in the current Long Range Financial Forecast:

- Reserve for unfunded state mandates
- Reserve for property purchases by the City
- Interest rate changes
- Other unknowns

While the forecast demonstrates sufficient capacity to support a one-time property tax holiday, long-range forecasts are inherently dependent upon assumptions regarding assessed valuation growth, inflation, investment earnings, operating expenditures, and future capital needs. Staff recommend continuing annual updates to the Long-Range Financial Forecast to ensure future policy decisions remain aligned with the Village's long-term financial objectives.

NEXT STEPS

Staff is seeking Council direction regarding its preferred taxpayer relief option for incorporation into the 2027 Proposed Budget. Based on the current Long-Range Financial Forecast, staff believe the Village has the financial capacity to provide one-time taxpayer relief while maintaining compliance with the adopted Fund Balance and Reserve Policy and preserving long-term fiscal sustainability.

EXHIBITS

Exhibit A: General Fund Long Term Financial Forecast presented 3/3/2026
Exhibit B: General Fund Long Term Financial Forecast with full property tax holiday
Exhibit C: Fund Balance Reserve Policy

CITY OF CHERRY HILLS VILLAGE

GENERAL FUND LONG-RANGE FINANCIAL FORECAST

A

2/18/2026

*It's imperative to review this long-range forecast with the accompanying revenue and expenditure assumptions

		2024	2025 EST	2026 BUD	2027 EST	2028 EST	2029 EST	2030 EST	2031 EST	2032 EST	2033 EST	2034 EST	2035 EST	2036 EST	2037 EST	2038 EST	2039 EST	2040 EST	2041 EST	2042 EST	2043 EST	2044 EST	2045 EST
Assessed Value		$504,349,294	$504,349,294	$553,838,210	$553,838,210	$581,530,121	$581,530,121	$610,606,627	$610,606,627	$641,136,958	$641,136,958	$673,193,806	$673,193,806	$706,853,496	$706,853,496	$742,196,171	$742,196,171	$779,305,979	$779,305,979	$818,271,278	$818,271,278	$859,184,842	$859,184,842
Mills		**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**
REVENUE																							
Current Property Taxes (Every other year	5.0%	3,711,055	3,700,000	3,700,000	4,043,019	4,245,170	4,245,170	4,457,428	4,457,428	4,680,300	4,680,300	4,914,315	4,914,315	5,160,031	5,160,031	5,418,032	5,418,032	5,688,934	5,688,934	5,973,380	5,973,380	6,272,049	6,272,049
Motor Vehicle Use Taxes	2.0%	1,392,780	1,445,000	1,228,250	1,252,815	1,277,871	1,303,429	1,329,497	1,356,087	1,383,209	1,410,873	1,439,091	1,467,872	1,497,230	1,527,174	1,557,718	1,588,872	1,620,650	1,653,063	1,686,124	1,719,847	1,754,243	1,789,328
Sales Tax	2.5%	3,836,387	3,843,750	4,500,000	4,612,500	4,727,813	4,846,008	4,967,158	5,091,337	5,218,620	5,349,086	5,482,813	5,619,883	5,760,380	5,904,390	6,052,000	6,203,300	6,358,382	6,517,342	6,680,275	6,847,282	7,018,464	7,193,926
Service Expansion Fees	2.0%	150,793	120,000	120,000	123,000	126,075	129,227	132,458	135,769	139,163	142,642	146,208	149,864	153,610	157,450	161,387	165,421	169,557	173,796	178,141	182,594	187,159	191,838
Building Permits	0.0%	1,687,724	1,330,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
Electric Utility Franchise Fees	3.0%	519,259	510,000	510,000	525,300	541,059	557,291	574,009	591,230	608,967	627,236	646,053	665,434	685,397	705,959	727,138	748,952	771,421	794,563	818,400	842,952	868,241	894,288
Highway Users Tax Fund	0.0%	261,842	-	-	-	-	-	-	-	-	-												
Municipal Court Fines	0.0%	164,613	180,000	180,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000
County Road & Bridge Levy	0.0%	93,666	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Specific Ownership Tax	0.0%	441,238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Investment Interest	3.5%	1,445,626	1,400,000	1,200,000	1,322,989	1,386,453	1,381,338	1,416,551	1,438,319	1,444,596	1,475,977	1,469,100	1,468,983	1,481,881	1,495,620	1,483,685	1,464,808	1,439,330	1,397,227	1,346,867	1,270,359	1,196,883	1,101,217
Misc Revenues* (donations, PD contract revenue, lease revenue, license and application fees)	0.0%	1,301,478	652,091	933,980	1,250,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
TOTAL OPERATING REVENUE		15,006,461	13,180,841	13,822,230	14,769,623	14,844,440	15,002,463	15,417,102	15,610,170	16,014,855	16,226,114	16,637,579	16,826,352	17,278,530	17,490,625	17,939,959	18,129,386	18,588,274	18,764,924	19,223,188	19,376,414	19,837,040	19,982,646
EXPENDITURES																							
Salaries and Overtime	4.00%	4,781,967	4,710,421	5,420,827	5,637,660	5,863,166	6,097,693	6,341,601	6,595,265	6,859,075	7,133,439	7,418,776	7,715,527	8,024,148	8,345,114	8,678,919	9,026,075	9,387,118	9,762,603	10,153,107	10,559,232	10,981,601	11,420,865
Health Benefits	6.50%	791,184	941,350	1,002,538	1,067,703	1,137,103	1,211,015	1,289,731	1,373,564	1,462,845	1,557,930	1,659,196	1,767,043	1,881,901	2,004,225	2,134,499	2,273,242	2,421,003	2,578,368	2,745,962	2,924,449	3,114,538	3,316,983
Retirement, Workers' Comp, other Benefits	4.00%	507,099	583,480	747,103	776,987	808,067	840,389	874,005	908,965	945,324	983,137	1,022,462	1,063,361	1,105,895	1,150,131	1,196,136	1,243,981	1,293,741	1,345,490	1,399,310	1,455,282	1,513,494	1,574,033
Information Technology	3.00%	264,183	278,750	269,900	277,997	286,337	294,927	303,775	312,888	322,275	331,943	341,901	352,158	362,723	373,605	384,813	396,357	408,248	420,495	433,110	446,104	459,487	473,271
Legal Services	3.00%	257,072	300,000	333,000	342,990	353,280	363,878	374,794	386,038	397,619	409,548	421,834	434,489	447,524	460,950	474,778	489,022	503,692	518,803	534,367	550,398	566,910	583,918
Insurance (property, liability, auto)	3.00%	166,421	185,600	203,986	210,106	216,409	222,901	229,588	236,476	243,570	250,877	258,403	266,155	274,140	282,364	290,835	299,560	308,547	317,804	327,338	337,158	347,273	357,691
Utilities, Maintenance, and Fuel	3.50%	473,382	440,262	462,275	478,455	495,201	512,533	530,471	549,038	568,254	588,143	608,728	630,033	652,085	674,908	698,529	722,978	748,282	774,472	801,578	829,634	858,671	888,724
Supplies, Materials, and Small Equipment	2.00%	449,046	376,678	391,745	399,580	407,571	415,723	424,037	432,518	441,168	449,992	458,992	468,172	477,535	487,086	496,827	506,764	516,899	527,237	537,782	548,538	559,508	570,698
Training, Uniforms, Employment Testing	2.00%	155,526	155,974	160,653	163,866	167,143	170,486	173,896	177,374	180,921	184,540	188,231	191,995	195,835	199,752	203,747	207,822	211,978	216,218	220,542	224,953	229,452	234,041
Firemen and Police Pension (FPPA)	4.00%	148,697	97,340	101,230	105,279	109,490	113,870	118,425	123,162	128,088	133,212	138,540	144,082	149,845	155,839	162,072	168,555	175,298	182,310	189,602	197,186	205,073	213,276
Contractual Services / Other	2.50%	910,505	965,812	1,535,730	1,574,124	1,613,477	1,653,814	1,695,159	1,737,538	1,780,976	1,825,501	1,871,138	1,917,917	1,965,865	2,015,011	2,065,387	2,117,021	2,169,947	2,224,195	2,279,800	2,336,795	2,395,215	2,455,096
Miscellaneous Needs/ Projects	2.00%	-	-	-	50,000	51,000	52,020	53,060	54,122	55,204	56,308	57,434	58,583	59,755	60,950	62,169	63,412	64,680	65,974	67,293	68,639	70,012	71,412
TOTAL OPERATING EXPENDITURES		8,905,084	9,035,667	10,628,987	11,034,746	11,457,244	11,897,229	12,355,482	12,832,825	13,330,117	13,848,260	14,388,201	14,950,933	15,537,496	16,148,984	16,786,543	17,451,378	18,144,753	18,867,995	19,622,499	20,409,728	21,231,222	22,088,597
Management Contingency/Transfer Out		-	-	-	-	-	-	-															
COP Principal & Interest Payment		333,895	332,882	380,010	380,996	381,123	383,291	382,271	380,741	381,251	381,174	380,868	382,883	382,041	380,970	381,353	380,970	382,373	382,883	-	-	-	-
TOTAL EXPENDITURES		9,238,979	9,368,549	11,008,997	11,415,741	11,838,367	12,280,519	12,737,753	13,213,565	13,711,367	14,229,434	14,769,069	15,333,815	15,919,537	16,529,954	17,167,896	17,832,348	18,527,125	19,250,878	19,622,499	20,409,728	21,231,222	22,088,597
				0																			
OPERATING GAIN/(LOSS)		5,767,482	3,812,292	2,813,233	3,353,882	3,006,073	2,721,943	2,679,349	2,396,605	2,303,488	1,996,680	1,868,510	1,492,536	1,358,993	960,671	772,064	297,038	61,148	(485,953)	(399,311)	(1,033,314)	(1,394,182)	(2,105,950)
% EXPENDITURES (ABOVE) OR BELOW REVENUE		38%	29%	20%	23%	20%	18%	17%	15%	14%	12%	11%	9%	8%	5%	4%	2%	0%	-3%	-2%	-5%	-7%	-11%
EXTRAORDINARY EXPENSES																							
BEGINNING FUND BALANCE		29,390,689	35,587,407	37,799,699	39,612,932	39,466,814	40,472,887	41,094,830	41,274,179	42,170,784	41,974,272	41,970,952	42,339,462	42,731,998	42,390,991	41,851,661	41,123,725	39,920,763	38,481,911	36,295,958	34,196,646	31,463,332	28,269,150
DIFFERENCE		5,767,482	3,812,292	2,813,233	3,353,882	3,006,073	2,721,943	2,679,349	2,396,605	2,303,488	1,996,680	1,868,510	1,492,536	1,358,993	960,671	772,064	297,038	61,148	(485,953)	(399,311)	(1,033,314)	(1,394,182)	(2,105,950)
LESS: EXTRAORDINARY EXPENSES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSFER TO CAPITAL FUND		(2,422,500)	(1,600,000)	(1,000,000)	(3,500,000)	(2,000,000)	(2,100,000)	(2,500,000)	(1,500,000)	(2,500,000)	(2,000,000)	(1,500,000)	(1,100,000)	(1,700,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,700,000)	(1,700,000)	(1,700,000)	(1,800,000)	(1,800,000)
TOTAL ENDING FUND BALANCE		**35,587,407**	**37,799,699**	**39,612,932**	**39,466,814**	**40,472,887**	**41,094,830**	**41,274,179**	**42,170,784**	**41,974,272**	**41,970,952**	**42,339,462**	**42,731,998**	**42,390,991**	**41,851,661**	**41,123,725**	**39,920,763**	**38,481,911**	**36,295,958**	**34,196,646**	**31,463,332**	**28,269,150**	**24,363,200**
Reserved Fund Balance (Revenues)*		7,503,231	6,923,670	6,911,115	7,384,812	7,422,220	7,501,231	7,708,551	7,805,085	8,007,428	8,113,057	8,318,790	8,413,176	8,639,265	8,745,312	8,969,980	9,064,693	9,294,137	9,382,462	9,611,594	9,688,207	9,918,520	9,991,323
Capital Fund Reserves*		2,021,380	2,306,700	4,732,139	2,871,554	3,415,433	3,322,973	2,419,848	3,549,129	2,801,715	2,646,296	2,528,642	2,571,185	2,636,701	2,704,182	2,773,688	2,845,279	2,919,018	2,994,969	3,073,198	3,153,775	3,236,768	3,236,768
TABOR + COP's Reserves**		615,265	567,741	566,711	605,555	608,622	615,101	632,101	640,017	656,609	665,271	682,141	689,880	708,420	717,116	735,538	743,305	762,119	769,362	405,268	411,550	430,436	436,406
Unreserved Fund Balance		26,062,797	28,569,329	29,350,414	29,210,449	29,635,234	30,270,626	31,145,780	30,816,570	31,165,130	31,211,598	31,492,030	31,747,637	31,115,025	30,402,167	29,380,057	28,010,791	26,268,756	23,918,527	21,511,854	18,621,351	15,113,862	11,135,108
TOTAL FUND BALANCE		**35,587,407**	**37,799,699**	**39,612,932**	**39,466,814**	**40,472,887**	**41,094,830**	**41,274,179**	**42,170,784**	**41,974,272**	**41,970,952**	**42,339,462**	**42,731,998**	**42,390,991**	**41,851,661**	**41,123,725**	**39,920,763**	**38,481,911**	**36,295,958**	**34,196,646**	**31,463,332**	**28,269,150**	**24,363,200**

Reserved FB Policy changed in Nov 2023; 50% revenues and next year's Capital Fund CIP estimate (excluding Parks CIP).

In 2025, Funding noted above was allocated to Capital Improvement fund going forward

****TABOR + COP's Reserve are included in Reserved Fund Balance (Revenues)**

- - (0)

CITY OF CHERRY HILLS VILLAGE

GENERAL FUND LONG-RANGE FINANCIAL FORECAST

B

7/21/2026

*It's imperative to review this long-range forecast with the accompanying revenue and expenditure assumptions

		2024	2025	2026 BUD	2027 EST	2028 EST	2029 EST	2030 EST	2031 EST	2032 EST	2033 EST	2034 EST	2035 EST	2036 EST	2037 EST	2038 EST	2039 EST	2040 EST	2041 EST	2042 EST	2043 EST	2044 EST	2045 EST
Assessed Value		$504,349,294	$504,349,294	$553,838,210	$553,838,210	$581,530,121	$581,530,121	$610,606,627	$610,606,627	$641,136,958	$641,136,958	$673,193,806	$673,193,806	$706,853,496	$706,853,496	$742,196,171	$742,196,171	$779,305,979	$779,305,979	$818,271,278	$818,271,278	$859,184,842	$859,184,842
Mills		**7.30**	**7.30**	**7.30**	**0.00**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**	**7.30**
REVENUE																							
Current Property Taxes (Every other year	5.0%	3,711,055	3,769,821	3,700,000	-	4,245,170	4,245,170	4,457,428	4,457,428	4,680,300	4,680,300	4,914,315	4,914,315	5,160,031	5,160,031	5,418,032	5,418,032	5,688,934	5,688,934	5,973,380	5,973,380	6,272,049	6,272,049
Motor Vehicle Use Taxes	2.0%	1,392,780	1,352,243	1,228,250	1,252,815	1,277,871	1,303,429	1,329,497	1,356,087	1,383,209	1,410,873	1,439,091	1,467,872	1,497,230	1,527,174	1,557,718	1,588,872	1,620,650	1,653,063	1,686,124	1,719,847	1,754,243	1,789,328
Sales Tax	2.5%	3,836,387	4,663,657	4,500,000	4,612,500	4,727,813	4,846,008	4,967,158	5,091,337	5,218,620	5,349,086	5,482,813	5,619,883	5,760,380	5,904,390	6,052,000	6,203,300	6,358,382	6,517,342	6,680,275	6,847,282	7,018,464	7,193,926
Service Expansion Fees	2.0%	150,793	171,867	120,000	123,000	126,075	129,227	132,458	135,769	139,163	142,642	146,208	149,864	153,610	157,450	161,387	165,421	169,557	173,796	178,141	182,594	187,159	191,838
Building Permits	0.0%	1,687,724	2,073,785	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
Electric Utility Franchise Fees	3.0%	519,259	547,144	510,000	525,300	541,059	557,291	574,009	591,230	608,967	627,236	646,053	665,434	685,397	705,959	727,138	748,952	771,421	794,563	818,400	842,952	868,241	894,288
Highway Users Tax Fund	0.0%	261,842	-	-	-	-	-	-	-	-	-	-	-	-									
Municipal Court Fines	0.0%	164,613	125,758	180,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000
County Road & Bridge Levy	0.0%	93,666	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Specific Ownership Tax	0.0%	441,238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Investment Interest	3.6%	1,445,626	1,522,244	1,200,000	1,402,413	1,426,066	1,121,245	1,159,051	1,172,240	1,169,589	1,192,449	1,175,636	1,165,471	1,168,334	1,171,701	1,148,298	1,117,383	1,079,265	1,023,612	1,059,013	967,031	881,093	771,774
Misc Revenues* (donations, PD contract revenue, lease revenue, license and application fees)	0.0%	1,301,478	1,039,040	933,980	1,250,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
TOTAL OPERATING REVENUE		15,006,461	15,265,559	13,822,230	10,806,028	14,884,053	14,742,369	15,159,602	15,344,092	15,739,848	15,942,586	16,344,115	16,522,839	16,964,982	17,166,705	17,604,573	17,781,960	18,228,208	18,391,309	18,935,334	19,073,086	19,521,250	19,653,203
EXPENDITURES																							
Salaries and Overtime	4.00%	4,781,967	4,710,421	5,420,827	5,637,660	5,863,166	6,097,693	6,341,601	6,595,265	6,859,075	7,133,439	7,418,776	7,715,527	8,024,148	8,345,114	8,678,919	9,026,075	9,387,118	9,762,603	10,153,107	10,559,232	10,981,601	11,420,865
Health Benefits	6.50%	791,184	941,350	1,002,538	1,067,703	1,137,103	1,211,015	1,289,731	1,373,564	1,462,845	1,557,930	1,659,196	1,767,043	1,881,901	2,004,225	2,134,499	2,273,242	2,421,003	2,578,368	2,745,962	2,924,449	3,114,538	3,316,983
Retirement, Workers' Comp, other Benefits	4.00%	507,099	583,480	747,103	776,987	808,067	840,389	874,005	908,965	945,324	983,137	1,022,462	1,063,361	1,105,895	1,150,131	1,196,136	1,243,981	1,293,741	1,345,490	1,399,310	1,455,282	1,513,494	1,574,033
Information Technology	3.00%	264,183	278,750	269,900	277,997	286,337	294,927	303,775	312,888	322,275	331,943	341,901	352,158	362,723	373,605	384,813	396,357	408,248	420,495	433,110	446,104	459,487	473,271
Legal Services	3.00%	257,072	300,000	333,000	342,990	353,280	363,878	374,794	386,038	397,619	409,548	421,834	434,489	447,524	460,950	474,778	489,022	503,692	518,803	534,367	550,398	566,910	583,918
Insurance (property, liability, auto)	3.00%	166,421	185,600	203,986	210,106	216,409	222,901	229,588	236,476	243,570	250,877	258,403	266,155	274,140	282,364	290,835	299,560	308,547	317,804	327,338	337,158	347,273	357,691
Utilities, Maintenance, and Fuel	3.50%	473,382	440,262	462,275	478,455	495,201	512,533	530,471	549,038	568,254	588,143	608,728	630,033	652,085	674,908	698,529	722,978	748,282	774,472	801,578	829,634	858,671	888,724
Supplies, Materials, and Small Equipment	2.00%	449,046	376,678	391,745	399,580	407,571	415,723	424,037	432,518	441,168	449,992	458,992	468,172	477,535	487,086	496,827	506,764	516,899	527,237	537,782	548,538	559,508	570,698
Training, Uniforms, Employment Testing	2.00%	155,526	155,974	160,653	163,866	167,143	170,486	173,896	177,374	180,921	184,540	188,231	191,995	195,835	199,752	203,747	207,822	211,978	216,218	220,542	224,953	229,452	234,041
Firemen and Police Pension (FPPA)	4.00%	148,697	97,340	101,230	105,279	109,490	113,870	118,425	123,162	128,088	133,212	138,540	144,082	149,845	155,839	162,072	168,555	175,298	182,310	189,602	197,186	205,073	213,276
Contractual Services / Other	2.50%	910,505	1,894,324	1,535,730	1,574,124	1,613,477	1,653,814	1,695,159	1,737,538	1,780,976	1,825,501	1,871,138	1,917,917	1,965,865	2,015,011	2,065,387	2,117,021	2,169,947	2,224,195	2,279,800	2,336,795	2,395,215	2,455,096
Miscellaneous Needs/ Projects	2.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENDITURES		8,905,084	9,964,179	10,628,987	11,034,746	11,457,244	11,897,229	12,355,482	12,832,825	13,330,117	13,848,260	14,388,201	14,950,933	15,537,496	16,148,984	16,786,543	17,451,378	18,144,753	18,867,995	19,622,499	20,409,728	21,231,222	22,088,597
Management Contingency/Transfer Out		-	-	-	4,362,000	-	-	-															
COP Principal & Interest Payment		333,895	332,882	380,010	376,513	376,639	378,781	377,773	376,261	376,765	376,690	376,387	378,378	377,546	376,488	376,866	376,488	377,874	378,378	-	-	-	-
TOTAL EXPENDITURES		9,238,979	10,297,061	11,008,997	15,773,259	11,833,883	12,276,010	12,733,256	13,209,086	13,706,882	14,224,950	14,764,589	15,329,311	15,915,042	16,525,472	17,163,409	17,827,866	18,522,627	19,246,373	19,622,499	20,409,728	21,231,222	22,088,597
				0																			
OPERATING GAIN/(LOSS)		5,767,482	4,968,498	2,813,233	(4,967,231)	3,050,170	2,466,359	2,426,347	2,135,005	2,032,966	1,717,636	1,579,527	1,193,528	1,049,940	641,234	441,164	(45,906)	(294,419)	(855,064)	(687,165)	(1,336,642)	(1,709,972)	(2,435,393)
% EXPENDITURES (ABOVE) OR BELOW REVENUE		38%	33%	20%	-46%	20%	17%	16%	14%	13%	11%	10%	7%	6%	4%	3%	0%	-2%	-5%	-4%	-7%	-9%	-12%
BEGINNING FUND BALANCE		29,390,689	35,587,407	38,955,905	39,612,932	31,145,701	32,195,870	32,562,229	32,488,576	33,123,581	32,656,547	32,374,183	32,453,710	32,547,238	31,897,177	31,038,411	29,979,575	28,433,669	26,639,250	24,084,186	21,697,021	18,660,380	15,150,407
DIFFERENCE		5,767,482	4,968,498	2,813,233	(4,967,231)	3,050,170	2,466,359	2,426,347	2,135,005	2,032,966	1,717,636	1,579,527	1,193,528	1,049,940	641,234	441,164	(45,906)	(294,419)	(855,064)	(687,165)	(1,336,642)	(1,709,972)	(2,435,393)
LESS: EXTRAORDINARY EXPENSES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSFER TO CAPITAL FUND		(2,422,500)	(1,600,000)	(1,000,000)	(3,500,000)	(2,000,000)	(2,100,000)	(2,500,000)	(1,500,000)	(2,500,000)	(2,000,000)	(1,500,000)	(1,100,000)	(1,700,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,700,000)	(1,700,000)	(1,700,000)	(1,800,000)	(1,800,000)
TOTAL ENDING FUND BALANCE		**35,587,407**	**38,955,905**	**39,612,932**	**31,145,701**	**32,195,870**	**32,562,229**	**32,488,576**	**33,123,581**	**32,656,547**	**32,374,183**	**32,453,710**	**32,547,238**	**31,897,177**	**31,038,411**	**29,979,575**	**28,433,669**	**26,639,250**	**24,084,186**	**21,697,021**	**18,660,380**	**15,150,407**	**10,915,014**
Reserved Fund Balance (Revenues)*		7,503,231	6,923,670	6,911,115	5,403,014	7,442,027	7,371,185	7,579,801	7,672,046	7,869,924	7,971,293	8,172,058	8,261,420	8,482,491	8,583,353	8,802,286	8,890,980	9,114,104	9,195,655	9,467,667	9,536,543	9,760,625	9,826,602
Capital Fund Reserves*		2,021,380	2,306,700	4,732,139	2,871,554	3,415,433	3,322,973	2,419,848	3,549,129	2,801,715	2,646,296	2,528,642	2,571,185	2,636,701	2,704,182	2,773,688	2,845,279	2,919,018	2,994,969	3,073,198	3,153,775	3,236,768	3,236,768
TABOR + COP's Reserves**		615,265	567,741	566,711	540,301	744,203	737,118	757,980	767,205	786,992	797,129	817,206	826,142	848,249	858,335	880,229	889,098	911,410	919,565	946,767	953,654	976,062	982,660
Unreserved Fund Balance		26,062,797	29,725,535	27,969,678	22,871,133	21,338,410	21,868,072	22,488,927	21,902,407	21,984,908	21,756,594	21,753,009	21,714,633	20,777,985	19,750,876	18,403,600	16,697,409	14,606,128	11,893,563	9,156,156	5,970,062	2,153,014	(2,148,356)
TOTAL FUND BALANCE		**35,587,407**	**38,955,905**	**39,612,932**	**31,145,701**	**32,195,870**	**32,562,229**	**32,488,576**	**33,123,581**	**32,656,547**	**32,374,183**	**32,453,710**	**32,547,238**	**31,897,177**	**31,038,411**	**29,979,575**	**28,433,669**	**26,639,250**	**24,084,186**	**21,697,021**	**18,660,380**	**15,150,407**	**10,915,014**

***Reserved FB Policy changed in Nov 2023; 50% revenues and next year's Capital Fund CIP estimate (excluding Parks CIP).**

In 2025, Funding noted above was allocated to Capital Improvement fund going forward

****TABOR + COP's Reserve are included in Reserved Fund Balance (Revenues)**

	-	-	(0)
Tabor Reserves est			414,666.90

City of Cherry Hills Village
Policies and Procedures
Adopted by City Council 2015
Amended by Resolution 45, Series 2023

FUND BALANCE EMERGENCY RESERVE POLICY

The City of Cherry Hills Village recognizes the importance of maintaining an appropriate level of Emergency Reserve to provide the required resources to meet operating needs and to allow for unforeseen needs of an emergency nature. After evaluating the City's operating characteristics, tax base, non-tax revenue sources, capital needs, local and economic outlooks, emergency and disaster risk and other contingent issues the City establishes the following policy regarding the Fund Balance Emergency Reserves for the City of Cherry Hills Village.

I. Authority

The City Council of the City of Cherry Hills Village is authorized under its home rule charter and its general municipal powers of the Cherry Hills Village Municipal Code to adopt policies and procedures in furtherance of its municipal functions and authority.

II. Purpose

A reserve provides protection from risk. Potential risks to the City include, but are not limited to, Revenue shortfalls during recessions and losses from unexpected and extreme events, like pandemics, natural disasters, or other City-declared emergencies. Reserves help make sure that the City can respond quickly and decisively to such events. Reserves also support vital public services during revenue declines. A Reserve policy describes how much the City will retain in reserve and describes acceptable uses of Reserves.

III. Scope

This policy applies to all City Fund Balances and Reserves. This policy does not apply to general improvement districts. City Funds not expressly identified in this Policy will have no Fund Balance Reserve.

IV. Definitions

Budget - means a complete estimated financial plan that identifies Revenues, types and levels of services to be provided, and the amount of funds that can be spent during the relevant fiscal year. The City's Budget encompasses one calendar year. In practice, the term "Budget" is used two ways: it designates the financial plan presented for adoption ("Proposed"), or the final plan approved by City Council ("Adopted").

Capital Improvement Program (CIP) - is a multi-year financial plan containing proposed construction of physical assets such as Infrastructure, trails, parks, and public buildings as well as other non-infrastructure Capital Assets such as information technology systems.

Emergency Reserve (Reserve) – is a specified level of Fund Balance 'reserved' by the City to provide protection against Revenue shortfalls and extreme events, including but not limited to, pandemics, natural disasters, and City-declared emergencies. The Reserve is inclusive of the TABOR Emergency Reserve as required by the Colorado Constitution.

Forecast Period – is the period in which the City Council has directed the Finance Department to utilize in making long-range financial forecasts for the City's main operating and capital funds: General, Capital, and Parks and Recreation.

Fund – is a set of inter-related accounts to record cash and other financial resources, in addition to all related liabilities and residual balances or equity, which may be segregated for the purpose of specific activities or objectives.

Fund Balance – is the cumulative difference of all revenues and expenditures in a specific Fund.

Revenues – are funds received from the collection of taxes, fees, interest income, grants, and other miscellaneous revenues during the fiscal year.

III. Policy

It is the policy of the City Council to ensure the fiscal health of the community against unforeseen circumstances by maintaining Fund Balances and Emergency Reserves at sufficient levels to avoid disruptions to normal operations.

IV. Fund Balance Emergency Reserve Goals

A. **General Fund** – Within the General Fund, there shall be maintained a Reserve equivalent to 50% of current budgeted Revenues for this Fund, excluding interfund transfers.

B. **Parks and Recreation Fund** – Within the Parks and Recreation Fund, there shall be maintained a Reserve equivalent to a minimum of 25% of current budgeted Revenues for this Fund, excluding interfund transfers.

C. **Capital Fund** – There shall be maintained a Reserve equivalent to the subsequent Budget year Capital Fund forecast, excluding the Parks and Recreation Fund CIP. The Reserve for the Capital Fund will be kept inclusive with all other General Fund Reserves.

V. Acceptable Uses of Reserves

Reserves are meant to address unexpected, nonrecurring costs such as poor economic conditions or events that disrupt the City's revenues. In such cases, Reserves may be used to provide short-term relief so that the City can restructure its operations in an orderly manner.

VI. Authority to Use Reserves

Use of Reserves consistent with this Policy must be authorized by Resolution by the City Council.

VII. Forecast Period Reserve Shortfall

The City's finance department will conduct long-range forecasting to determine if the City is likely to meet the Reserve amounts for each Fund shown above during the Forecast Period. If the Reserve is forecast to fall below the Policy amount (Shortfall), the City Manager will develop a plan to replenish the Reserve to the Policy amount through the Forecast Period. This plan will be submitted to the City Council no later than the date of submission of the next Proposed Budget. The City Council shall review and approve the plan by Resolution.

VIII. Replenishment of Reserves

If the City uses its Reserves, the City Manager will propose a plan for the replacement of the Reserves. The City Council shall review and approve the plan by Resolution. The City will try to replace the Reserves within the minimum amount of time that is practical.

IX. Annual Review

Compliance with the provisions of this policy shall be reviewed as part of the Budget adoption process.

CHERRY HILLS VILLAGE
COLORADO

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Village Center
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ITEM: 9b

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: KATHIE GUCKENBERGER, CITY ATTORNEY

SUBJECT: COUNCIL BILL 08, SERIES 2026, A BILL FOR AN ORDINANCE OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY A MEASURE TO AMEND THE HOME RULE CHARTER AFFIRMING THE CITY'S HOME RULE AUTHORITY OVER LOCAL LAND USE AND ZONING AT THE COORDINATED ELECTION TO BE HELD NOVEMBER 3, 2026 (FIRST READING)

DATE: AUGUST 4, 2026

ISSUE:
Should the City Council ("Council") vote to approve Council Bill 08, Series 2026 **(Exhibit A)**, a Bill for an Ordinance of the City of Cherry Hills Village, Colorado submitting to the registered electors of the City a measure to amend the City's Home Rule Charter affirming the City's home rule authority over local land use and zoning at the November 3, 2026 coordinated election on first reading?

DISCUSSION:
In light of the Colorado General Assembly's recent enactment of numerous laws that seek to impose one-size-fits-all land use regulations and requirements upon home rule municipalities, specifically in the last three legislative sessions, City Council has received ongoing updates regarding those laws that have led to discussions regarding the state's attempts to usurp the City's constitutionally granted plenary home rule authority to regulate zoning and land use at the local level. These discussions have led to a proposal that the City Council refer to its registered electors an amendment to the City's Home Rule Charter in an effort to preserve local control over land use and zoning matters within the boundaries of the City. Exhibit A, an ordinance referring such an amendment to the City's voters for the upcoming general election, is presented for Council's consideration.

RECOMMENDED MOTION:
"I move to approve Council Bill 08, Series 2026, a Bill for an Ordinance of the City of Cherry Hills Village, Colorado, submitting to the registered electors of the City a measure to amend the City's Home Rule Charter affirming the City's home rule authority over local land use and zoning at the coordinated election to be held November 3, 2026 on first reading."

EXHIBIT(S):
Exhibit A: Council Bill 08, Series 2026

EXHIBIT A

COUNCIL BILL 8
SERIES OF 2026

INTRODUCED BY:
SECONDED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY A MEASURE TO AMEND THE HOME RULE CHARTER AFFIRMING THE CITY'S HOME RULE AUTHORITY OVER LOCAL LAND USE AND ZONING AT THE COORDINATED ELECTION TO BE HELD NOVEMBER 3, 2026

WHEREAS, the City of Cherry Hills Village ("City") is a home rule municipality of the State of Colorado with all powers granted by Article XX of the Colorado Constitution and the City's Home Rule Charter adopted on October 3, 1966, as amended ("Charter"); and

WHEREAS, Article XX, Section 6 of the Colorado Constitution, effective since 1913, states, "It is the intention of this article to grant and confirm to the people of all municipalities coming within its provisions the full right of self-government in both local and municipal matters and the enumeration herein of certain powers shall not be construed to deny such cities and towns, and to the people thereof, any right or power essential or proper to the full exercise of such right"; and

WHEREAS, the City has a long history of addressing land use and zoning matters at the local level with the goal of preserving a primarily residential community with a semi-rural character. Circa 1938, when the area was comprised primarily of small homes or collections of homes, schools, and wide open fields and water courses, the Cherry Hills Improvement Association was formed for the principal purpose of protecting the area and the prevention of inconsistent uses of land. In 1939, upon adoption of state legislation authorizing county commissioners to zone the unincorporated area of a county, the Cherry Hills Improvement Association officials petitioned the Arapahoe County Commissioners to adopt the Cherry Hills zoning resolution which covered most of the area now occupied by Cherry Hills Village and the area to the south. In 1945, in response to the possibility that an airport would be developed so close to the area, local residents initiated a process to incorporate the Town of Cherry Hills Village, which resulted in an election that approved the incorporation of the Town. Soon thereafter, what was long known as Ordinance No. 9, Series of 1945, the zoning ordinance, was enacted after significant discussions concerning matters such as lot size, residential uses permitting livestock, and the lack of a need for a commercial area within the Village. In the 1940s and 1950s, in response to growth pressures in the Denver metro area, the Cherry Hills Village Board of Trustees appointed a Planning Board and a Board of Adjustment, retained a Town planner, and established a Town plan that emphasized maintaining single-family residential properties in the Village with an open, semi-rural character. In 1966, after additional growth in the south Denver area and growth of the Village via annexation of additional lands, citizens elected 21 convention members to draw up a Charter for Cherry Hills Village to become a home rule city. During the ensuing years, the City participated and prevailed in litigation and other efforts to protect its ability to restrict development incompatible with defined community values. In 1970 and in subsequent years, the City updated its Master Plan to guide the growth and development of the community and protect the semi-rural nature of Cherry Hills Village, which is reflected in the City's most recent Master Plan, adopted in December, 2022 after an extensive process that included community surveys, open houses, and advisory groups that resulted in over 4600 contacts from the community; and

WHEREAS, Section 1.2 of the City's Charter provides, "The City shall have all the power of local self-government and home rule and all power possible for a city to have under the Constitution and laws of the State of Colorado", which provision has been in the Charter since its initial adoption; and

WHEREAS, Article XX, Section 6 of the Colorado Constitution grants home rule cities plenary legislative authority on matters of local concern. Zoning and land use planning have long been established as matters of local concern. *See, e.g., City of Greeley v. Ells*, 527 P.2d 538 (Colo. 1974), *Roosevelt v. City of Englewood*, 492 P.2d 65 (Colo. 1971), *Voss v. Lundvall Bros., Inc.*, 830 P.2d 1061 (Colo. 1992); and

WHEREAS, the City and its local government partners bear the responsibility of determining the potential impacts of proposed land uses on the community, which may include the ability to ensure adequate water supply and utility services; to provide adequate public safety services, schools, and recreational facilities; to ensure that sufficient and safe transportation, pedestrian, and other infrastructure is available to support increased population or intensified land use, if any; to align development with the community's goals; to preserve historic and cultural resources and sites; and to protect parks, trails, and open space, and the environment in general; and

WHEREAS, the Cherry Hills Village City Council strongly believes these responsibilities are best met by listening to the voices of the residents of the City, as they are most impacted by its decisions; and

WHEREAS, in furtherance of those responsibilities, the City has adopted comprehensive plans to help guide development and serve as the vision for land use within the City, as outlined above; and

WHEREAS, the State of Colorado, through its General Assembly, has sought to regulate local zoning and land use in ways that ignore or seek to conflict with provisions in the City's Master Plan and Municipal Code that were developed following extensive local processes; and

WHEREAS, the General Assembly enacted certain land use legislation, including HB24-1152 (Accessory Dwelling Units), HB24-1313 (Housing in Transit-Oriented Communities), and subsequent similar legislation that seek to impose one-size-fits-all land use regulations and requirements upon municipalities, including home rule municipalities, located in all or only a portion of the state ("Land Use Legislation"); and

WHEREAS, the Land Use Legislation purports to usurp the constitutionally granted plenary home rule authority to regulate zoning and land use at the local level; and

WHEREAS, the Land Use Legislation does not reflect best planning practices and was not drafted with any outreach to local governments purportedly subject to the requirements to understand or address the unique local circumstances and challenges within those communities; and

WHEREAS, the Land Use Legislation places undue obligations on the City to comply with certain provisions which include submitting reports to the state, adopting new legislation, and other actions; and

WHEREAS, the City Council desires to affirm the City's constitutionally granted home rule authority over zoning and land use planning and regulation, particularly despite potential conflicts with the Land Use Legislation; and

WHEREAS, pursuant to Section 9 of Article XX of the Colorado Constitution, Section 31-2-210, C.R.S., and Section 13.13 of the Charter, the City may amend its Home Rule Charter by submitting a proposed amendment to a vote of the registered electors of the City via ordinance; and

WHEREAS, based on the foregoing, and pursuant to the Charter, the Colorado Constitution, and C.R.S. Section 31-2-210, the City Council has determined to submit to the registered electors of the City of Cherry Hills Village a proposed amendment to the Charter for the November 3, 2026 election ("Election"), to read in full as set forth in this ordinance; and

WHEREAS, upon adoption of this ordinance, City Council's proposed Charter amendment and ballot title shall be submitted to a vote of the registered electors in the Election.

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

Section 1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council for all purposes.

Section 2. Council-Referred Charter Amendment. The City Council hereby approves and refers the following ballot measure for submission to the registered electors of the City and to appear on the ballot at the November 3, 2026 election coordinated by Arapahoe County:

QUESTION 1: Shall Article 1 of the City of Cherry Hills Village Home Rule Charter, entitled "General Provisions," be amended to add a new Section 1.6 entitled "Home Rule Authority to Regulate the Use of Land", as set forth below?

1.6. Home Rule Authority to Regulate the Use of Land. The authority to plan for, zone, and regulate density, the uses of land, the location and character of structures, and the development of real property within the City are matters of local and municipal concern vested in the City by the Colorado Constitution and this Charter, and such matters shall be regulated only in accordance with this Charter and ordinances enacted pursuant to this Charter. The City shall not be required to adopt or implement laws, standards, approval processes, assessments, plans, or reports on such matters other than as may be enacted by the City Council pursuant to Section 3.1 of this Charter or the voters of the City pursuant to Section 13.11 of this Charter, *irrespective of state mandates to do so.*

YES _____

NO _____

Section 3. Ballot Title. For purposes of C.R.S. Section 31-11-111 and C.R.S. Section 31-2-210, this ordinance shall serve to set the title and content for this Charter amendment measure submitted herein, and the ballot title for such question shall be the text of the question itself. In connection with the fixing of the ballot title for the question submitted herein, the City Council finds and determines as follows:

A. The general understanding of the effect of a “yes” or “no” vote on the ballot question will be clear to the electors.
B. The ballot title for the ballot question will not conflict with those titles selected for any other measure that will appear on the municipal ballot at the November 3, 2026 coordinated election.
C. The ballot title for the ballot question correctly and fairly expresses the true intent and meaning of the measure.

Section 4. City Clerk Authorization. The City Clerk is hereby: (1) appointed as the designated election official for the purposes of the November 3, 2026 coordinated election; and (2) authorized to correct typographical errors and omissions and to cause to be entered the appropriate ballot question number or letter upon designation of the ballot number or letter by the appropriate election official.

Section 5. Implementation of Ordinance. The Mayor, City Attorney, and City Clerk are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this ordinance including all reasonable and necessary action to cause such approved ballot question to be printed and placed on the ballot for the election.

Section 6. Safety Clause. The City Council hereby finds, determines, and declares that this 0rdinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

Section 7. Severability. If any provision of this ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this ordinance are not determined by the court to be inoperable. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion would be declared invalid.

Section 8. Effective Date. This ordinance shall become effective ten (10) days after publication on second reading in accordance with Section 4.5 of the Charter for the City of Cherry Hills Village.

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

_____
Kathleen Brown, Mayor

ATTEST:

_____
Laura Gillespie, City Clerk

Approved as to form:

_____
Kathie Guckenberger, City Attorney

EXHIBIT A

Published in the Villager: _____
Legal # _____

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COLORADO

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ITEM: 10c(i)

MEMORANDUM

TO: HONORABLE MAYOR BROWN AND MEMBERS OF CITY COUNCIL

FROM: CHRIS CRAMER, CITY MANAGER

SUBJECT: 2026 ANNUAL PLAN Q2 UPDATE

DATE: AUGUST 4, 2026

ISSUE
An update on status of strategic plan projects for quarter 2 of 2026 (Exhibit A).

BACKGROUND
Historically, the City Manager has used a work plan on and off over the years, and this work plan has had a wide range of formats and levels of sophistication. Starting in 2023, the work plan format:

- Includes projects that are large in scale and might have a duration that covers multiple years, while also including smaller projects that cover some operational elements of staff time.
- Is organized by department.
- Is annual, starts at the beginning of each year, is sent to City Council at the end of the year as a part of the City Manager's performance review.
- Includes a review of the performance of the prior year's work plan for each item.

Further, in 2023, the following timeline was established to allow City Council to provide input early in the work plan creation process and create more vertical alignment between City Council and staff:

1. *February/March Retreat:* City Council discusses potential projects for the following year using the Implementation chapter of the Master Plan as a guide (see Chapter 9, available on the City website at www.cherryhillsvillage.com/MasterPlan).
2. *Spring/Summer:* City Manager and Department Directors use direction from Council Retreat to translate Council priorities into a draft budget and draft work plan.
3. *October:* The following year's draft budget and draft work plan are presented to City Council at the budget study session.

4. *December:* City Manager sends the final work plan for the following year and review of performance for current year's work plan to City Council as part of evaluation process.

In late 2025, after receiving feedback from Council regarding the status of various projects, staff adjusted the work plan into two categories of tasks and projects, "Strategic" and "Operational".

- Strategic Plan: longer-term initiatives with Council input and direction that often span multiple years, require deliberate policy direction, and carry significant budget implications.
- Operational Plan: essential projects and recurring tasks led and managed by staff that keep the city running efficiently.

Starting in 2026, staff is providing quarterly updates on the progress of the strategic plan initiatives (Exhibit A).

UPDATES

Staff is pleased to have hired and on-boarded the City's first Communications and Outreach Coordinator, Denise White. Coordinator White has been working with all departments on various projects and staff would like to highlight in particular the E-Bikes and E-Motos Campaign in coordination with the Police Department and Parks division. While this item is not on the 2026 Annual Plan it is an important and impactful use of staff's time.

ATTACHMENTS

Exhibit A: 2026 Strategic Plan Q2 Update

2026 Strategic Plan Q2 Update

Police Department

Department	*Project Name*	*Division*	*Point Person*	*Start Date*	*Projected End Date*	*Status (drop down menu)*	*Council Meeting Date(s)*	*Notes*
Police	**Increase Code Enforcement efforts: 5a. Enhanced Data Tracking & Transparency:** Develop and publish periodic performance metrics (e.g., number of complaints received, average response time, percentage resolved within a given timeframe, repeat-offender rates). This builds public trust and allows for better resource allocation. The COMCATE Software system will be live at first of year 2026. **5b. Stronger Community Engagement & Education:** Increase outreach regarding what constitutes a violation (especially lesser-known ones such as construction hours, site maintenance, and stormwater/street tracking issues). For example, regular newsletters, social media posts, neighborhood meetings. (CHVPD already does some reminders; see weeds/dead trees notices). **5c. Streamline Reporting & Response** Process: Ensure that the hotline (303-783-2752) and other communication methods have clear workflows: auto-confirmations, estimated response time, status updates to the complainant. Finalize the public facing dashboard or web form with photo upload capability (so residents can document issues, e.g., noise, hours violations, dumping, weeds) and allow residents to track status. Define clear escalation steps: e.g., warning → notice of violation → fine/hearing. Clarify these publicly, so residents/property owners understand consequences.	Code Enforcement	Jason	Q1	Q1	Completed	N/A	
Police	Through a pilot program, study the feasibility and efficacy of expanding the PD's use of strategically located, fixed motion detected camera systems along CHV trail system.		Jason	Q1	Q3	Middle Phase	N/A	

Finance & Admin Department

Department	*Project Name*	*Division*	*Point Person*	*Start Date*	*Projected End Date*	*Status (drop down menu)*	*Council Meeting Dates*	*Notes*
Finance & Admin	**Payroll cycle adjustment:** Update payroll schedule and move to best practices for payroll processing.	Admin	Kelly & Kathryn	January	January	Completed	N/A	
Finance & Admin	**Long-Range Financial Forecast:** Prepare updates to the long-range financial forecast to assist the City Council with short- and long-term planning. The forecast includes discussion of the Capital Fund and ten-year capital improvement program.	Finance	Kelly	February	March	Completed	March 3rd Retreat	*Include additional updates and review durning 2027 budget cycle
Finance & Admin	**Potential Charter amendment(s):** discuss possible clean up amendments, public education, ordinances in August	Admin	Laura	Q1	Q3	Completed	March 3rd Retreat; May 19th	Council decided not to move forward with clean up amendments
Finance & Admin	**Health Insurance Premium Review**	HR	Kathryn	Q1	Q3	Completed	June 16th Study Session	Bumped from Council Retreat
Finance & Admin	**Municipal Court:** Hire relief judges	Court	Kelly & Ariana	Q1	Q2	Completed	March 17th; June 16th	
Finance & Admin	**Taxpayer Relief per Council Retreat**	Finance	Kelly	Q2	Q4	Middle Phase	March 3rd; Aug 4th; Sep 1st	Part of 2027 Budget, Aug 4th Agenda Item
Finance & Admin	**Municipal Court:** Collections	Court	Kelly & Ariana	Q2	Q3	Middle Phase	March 17th; Aug 18th	RFP complete, interviews and selection in progress
Finance & Admin	**IT Contract RFP:** The current IT Services contract ends 12/31/2026, Staff will review and issue an RFP for IT services to maintain public procurement best practices and reduce vendor complacency and over-reliance on a single provider.	Admin	Denise	June	Q4	Middle Phase	Q3 or Q4	Denise has taken over
Finance & Admin	**Council Legacy Plaque**	Admin	Laura & Denise	Q2	Q4	Middle Phase	TBD	In design phase with vendor

Community Development Department

Department	*Project Name*	*Division*	*Point Person*	*Start Date*	*Projected End Date*	*Status (drop down menu)*	*Council Meeting Dates*	*Notes*
Comm Dev	Fences on state highways Code amendments	Zoning	Paul	January	May	Completed	Jan 20th; May 5th; May 19th	Council Bill 4, Series 2026
Comm Dev	Nexus Study: RFP, consultant selection, drafting, adoption	Zoning	Paul	January	July	Late Phase	March 3rd; June 2nd; July 21st	RFP complete; consultant selection complete; contract complete; study in progress
Comm Dev	RFP for backup planning services	Zoning	Paul and Jan	January	May	Completed	May 19th	Consultant selection complete. Contract in progress and scheduled for the 5/19 Council meeting.
Comm Dev	City GIS public facing map with user-friendly layers	Zoning	Jan	January	2027	Moved to next year	NA	Moved to 2027
Comm Dev	New Insitutional Zone District	Zoning	Paul	Q1	Q2	Early Phase	August 18th	Per Council retreat
Comm Dev	Frontage for subdivisions	Zoning	Paul	April	?	Early Phase	August 18th	Per April 7th Council Meeting

Public Works Department								
Department	*Project Name*	*Division*	*Point Person*	*Start Date*	*Projected End Date*	*Status (drop down menu)*	*Council Meeting Dates*	*Notes*
Public Works	**Traffic Study:** Complete a citywide traffic study (last one completed in 2016).	Streets	Jay	January	Q4	Middle Phase	June 2nd	RFP complete; consultant selection complete; contract complete; study in progress
Public Works	**Cell Service Follow Up**	Streets	Jay	January	TBD	Middle Phase	March 3rd Retreat	Consultant report expected July 25th
Public Works	**Cherryridge sanitary sewer:** work with Cherry Hills Village Sanitation District on possible transfer of Cherryridge sewer system from the City to the District	Streets	Jay	January	Q4	Middle Phase	April 7th	Report is complete and a meeting needs to be scheduled to see what the District would want done. Repair estimate is $328,000.00. This only includes an inspection of the manholes. Any repairs to the manholes would be additional
Public Works	**Quincy Farm visioning**	Parks	Emily	January	June	Completed	Feb 17th, May 5th, June 16th	Complete
Public Works	**Quincy Farm Annual Plan for 2027**	Parks	Emily	April	September	Middle Phase	Aug 18th, Sep 15th	Council delayed by 1 month
Public Works	**Franklin/Belleview intersection:** new warrant study	Streets	Jay	March	June	Completed	March 3rd; June 2nd	Complete
Public Works	**Quincy Farm Eastside Farmhouse Construction:** Based on the 2025 feasibility study, reconstruction of house to be used for bathrooms, kitchen, etc. to compliment and support programming of the Barn space.	Parks	Emily	January	December	Middle Phase	TBD	Construction documents received first week of July; will bid out in August
Public Works	**Parks, Trails and Recreation Commission 2027 Annual Work Plan**	Parks	Emily	May	September	Middle Phase	Sep 15th	Per Council Policy
Public Works	**Art Commission 2027 Annual Work Plan**	Parks	Emily	May	August	Middle Phase	Aug 18th	Per Council Policy