

A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A LETTER OF AUTHORIZATION WITH ARAPAHOE COUNTY REGARDING
ACCESS TO THE HIGH LINE CANAL TRAIL FOR RESURFACING IN CHERRY HILLS
VILLAGE

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

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

WHEREAS, the City of Cherry Hills Village ("City") applied for and received a competitive grant from Arapahoe County Open Space to provide a portion of the necessary funding for resurfacing the High Line Canal Trail within Cherry Hills Village ("Project"); and

WHEREAS, the City Council approved Resolution 5, Series 2025; Approving an Agreement with the Board of County Commissioners of the County of Arapahoe Regarding 2024 Grant of Arapahoe County Open Space Program Funds for High Line Canal Stewardship Projects for Trail Resurfacing in Cherry Hills Village on January 7, 2025; and

WHEREAS, ownership of the High Line Canal trail transferred from Denver Water to Arapahoe County in June 2024; and

WHEREAS, Arapahoe County requires a Letter of Authorization ("LOA") for work being completed on County property; and,

WHEREAS, City staff applied for a Letter of Authorization for the Project, and Arapahoe County staff issued a Letter of Authorization, a copy of which is attached hereto as **Attachment A**; and

WHEREAS, the City desires to approve the Letter of Authorization, and authorize the Mayor to execute the LOA on behalf of the City.

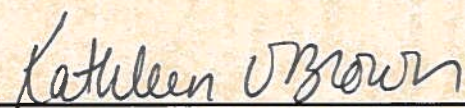
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby: (a) approves the LOA with the Arapahoe County in substantially the same form as attached hereto as **Attachment A**; (b) authorizes the City Attorney to make such changes as may be needed or to negotiate such changes to the LOA as may be appropriate and do not substantially increase the obligations of the City; and (c) authorizes the Mayor or Mayor Pro Tem to execute the LOA on behalf of the City when in final form.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 15th day
of July, 2025, by a vote of 6 yes 0 no.

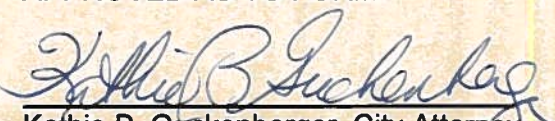
(SEAL)


Kathleen Brown, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie B. Guckenberger, City Attorney

Attachment A
Letter of Authorization from Arapahoe County for High Line Canal Trail Resurfacing

July 9, 2025

Emily Black
Parks Projects and Operations Manager
2450 E Quincy Ave
Cherry Hills Village, CO 80113
eblack@cherryhillsvillage.com

Re: Authorization for access to Arapahoe County Open Spaces property

Dear Ms. Black:

This letter ("Authorization") authorizes Cherry Hills Village ("Permittee") to access Arapahoe County's High Line Canal property within the City of Cherry Hills Village between Belleview Ave. and Hampden Ave. ("Property") subject to the following terms and conditions:

1. Permittee is authorized to access the Property for the purpose(s) listed below. Permittee may not access or use the Property for any other purpose without the prior written approval of Arapahoe County Open Spaces ("ACOS"). ACOS acknowledges and agrees that Permittee is approved to access or use the Property pursuant to that certain Lease Agreement for Recreational Use of the High Line Canal between the City and County of Denver acting by and through its Board of Water Commissioners and the City of Cherry Hills Village dated July 13, 2005 and duly assigned to ACOS. Sub-sections a. through d. shall collectively constitute the work necessary to complete the project authorized by this letter and shall be referenced herein as the "Project".

a. To add road base to damaged sections of the trail or areas where the trail is badly deteriorated.

b. To install crusher fines over the trail to cover the road base repairs and reestablish a smooth and uniform trail surface.

c. To access the property, namely the High Line Canal Trail, with trucks and equipment necessary to complete the work.

d. Conduct flagging operations or trail closures as need to maintain the safety of trail users and maintenance crews carrying out the work. Any signage and safety devices used to control the public's access during work operation should meet MUTCD standards.

2. This Authorization is effective immediately upon receiving this authorization; however operations cannot begin before 6am and will automatically terminate on September 30, 2025 at Dusk, approximately 7:00pm, unless previously terminated by ACOS or extended by mutual agreement. The Permittee shall be responsible for knowing and adhering to any local jurisdiction regulations pertaining to work start and stop times. ACOS reserves the right to terminate this Authorization for any reason at any time upon ten days' notice to Permittee. If Permittee violates any provision of this Authorization, ACOS shall also have the right to terminate this Authorization effective immediately upon notice by ACOS.

3. Permittee must notify ACOS at askopenspaces@arapahoegov.com or (720) 874-6540 at least 48 hours before accessing the Property for the first time to commence the Project. ACOS reserves the right to revise Permittee's access times and locations at any time as deemed necessary to protect Arapahoe County facilities and property.

4. Permittee shall enter the Property via foot and/or vehicles and shall not interrupt recreational or operational activities on the Property except as necessary to ensure the safety of the general public during the Project. All Permittee vehicles that will be accessing the Property shall be identified with proper signage and identification.

5. Permittee shall make all necessary accommodations for Arapahoe County and other permitted vehicles, recreation users, and/or work that may be taking place on the Property. Arapahoe County staff, vehicles, equipment, contractors, and other permitted third parties shall be allowed to access the Property at any time. Permittee shall provide advance notice and appropriate signage and safely route all traffic through the Property as needed.

6. ~~Forty-eight hours prior to the commencement of any work, the Permittee shall notify the local recreation district or provider in~~ Intentional Struck ~~REATION DISTRICT, at EMAIL or PHONE NUMBER. Permittee shall comply with all requirements that the recreation provider deems necessary to ensure the safety of the general public and to minimize interference with recreational use in the work area.~~

7. Permittee shall keep a copy of this Authorization on site during any work or activity on the Property. If the Authorization cannot be provided upon request by an Arapahoe County employee, Permittee may be directed to stop work and to leave the Property.

8. Upon completion of Permittee's Project or termination of this Authorization, whichever is earlier, Permittee shall restore the Property to its pre-existing condition before leaving the Property. In the event clearing and restoration of the Property is not completed within seven days, Arapahoe County may complete the restoration at the sole expense of Permittee, which must reimburse Arapahoe County in full within 30 days of invoice.

9. Permittee must carry workers' compensation insurance (statutory limits and employer liability \$1,000,000 per occurrence), general liability insurance (\$1,000,000 per occurrence and \$2,000,000 aggregate), and business automobile liability insurance (\$1,000,000 policy, if vehicles are to be utilized on the Property) and shall name Arapahoe County as an additional insured on such policies. The Certificate Box on a Certificate of Insurance should have the following information:

Arapahoe County

5334 S. Prince St.

Littleton, CO 80120

ACOS acknowledges and agrees that Permittee has previously provided it with the required Certificate of Insurance and that said certificate complies with all applicable requirements, including those set forth in this Authorization.

10. Permittee shall take all precautions not to disturb areas of the Property where it is not performing work. At the conclusion of the work, Permittee will revegetate any disturbed areas to preserve the environmental and urban natural ecosystem values of the Property pursuant to the Property's natural resource plan or other agreed-upon approach.

11. Permittee will use all reasonable means to prevent any loss or damage to Arapahoe County and to others resulting from Permittee's use of the Property for the Project. Any repair or replacement of any Arapahoe County property, facilities, equipment, and amenities within the Property made necessary due to Permittee's use or misuse of the Property for the Project, determined in the sole discretion of Arapahoe County, shall be made by Permittee at its sole expense.

12. Permittee's access to the Property may be extended to contractors that are under the supervision of Permittee, so long as the contractors meet all requirements of this Authorization.

13. Permittee understands and agrees that there may be inherent safety risks on the Property. Arapahoe County does not guarantee the safety of any individual or vehicle accessing the Property for the Project.

14. Permittee releases and waives any and all claims that it may have against Arapahoe County, its elected and appointed officials, officers, employees, volunteers, agents, and assignees that may arise out of Permittee's access to or use of the Property related to the Project. This release and waiver shall extend to Permittee, its employees, members, contractors, volunteers, agents, assigns, invitees, and insurers.

15. Permittee shall be responsible for costs and damages caused by the acts or omissions of Permittee's employees, members, contractors, volunteers, agents, assigns, and invitees acting within the scope of their relationship with Permittee related to the Project.

16. For the duration of the Project, Permittee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority promulgated thereunder controlling environmental standards and conditions of the Property. In addition, but without limiting the foregoing, Permittee shall comply with the following for the duration the Project:

a. Permittee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by Permittee, its employees, members, contractors, volunteers, agents, assigns, or invitees without the express written permission of ACOS (which ACOS shall not unreasonably withhold as long as such Hazardous Material is necessary or useful to Permittee's occupation of the Property and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material). Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Permittee results in any contamination of the Property, Permittee shall promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property, provided that ACOS' approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property.

b. As used in this Authorization, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority,

the State of Colorado, or the United States. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

For purposes of this Authorization, "duration of the Project" means from the date upon which the Project commences to the date upon which the Project is completed.

17. Permittee may not assign this Authorization in full or in part without the prior written approval of ACOS.

18. Permittee will not be eligible to receive future authorizations to access the Property if it does not comply with all the requirements of this Authorization.

Acceptance of this Authorization will be indicated by the signature of an authorized person on behalf of Permittee. Please return a signed copy to the Operations Manager at ACOS.

Sincerely,

Margina Pingnot

Open Spaces Director

ARAPAHOE COUNTY

THIS AUTHORIZATION IS ACCEPTED BY:

Cherry Hills Village

By execution, signer certifies that he/she is
authorized to accept and bind Permittee

to the terms of this Authorization.

Signed: Kathleen O'Brien Date: 7/15/25

Printed Name: Kathleen Brown Title: Mayor, City of Cherry Hills Village