TOWN OF PARKER COUNCIL AGENDA
March 20, 2023

Notes:
Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items do not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Public comment for items that are not on the agenda may be made in person or electronically at http://parkeronline.org/CouncilPublicComment. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Public Viewing Only - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. PUBLIC COMMENTS (No action will be taken on these items.) ***Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.***

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA
Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. APPROVAL OF MINUTES - March 6, 2023

B. RESOLUTION NO. 23-018
A Resolution Accepting the Conveyance of an Exclusive Drainage Easement from Denver Pope Family Limited Partnership for the Cherry Creek Channel Improvements
Department: Engineering and Public Works, Chris Hudson

C. *RESOLUTION NO. 23-020*
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Crowfoot Valley, LLC, for a Portion of Lots 1 & 2, Vetters Pikes Peak Subdivision Filing No. 1
Department: Engineering and Public Works, Nathan Klass

D. *RESOLUTION NO. 23-021*
A Resolution to Approve the Teva, Allergen, Walmart, CVS, and Walgreens Participation Forms Concerning the Nationwide Opioid Settlement
Department: Town Attorney, Jamie Wynn

E. *CONTRACTS OVER $100,000*

1. *Rueter-Hess Recreation Authority Annual Payment*
Amount: $210,000
Contractor: Reuter-Hess Recreation Authority
Department: Parks, Recreation and Open Space, Mary Colton

2. *Parker Road (SH83) Multi-Use Trail (West Side) (CIP21-017) – Contract Modification*
Amount: $100,000 Addition for a Revised Contract Amount of $2,329,537.20
Contractor: Rumler Civil Construction, Inc.
Department: Engineering and Public Works, Tom Gill

3. *Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement – Contract Modification*
Amount: $50,000 Addition for a Revised Contract Amount of $234,685
Contractor: Fellsburg Holt & Ullevig
Department: Engineering and Public Works, Tom Gill

4. *2023 Townwide Resurfacing Program (CIP 23-002)*
Amount: $2,185,392.90
Contractor: Brannon Sand & Gravel
Department: Engineering and Public Works, Jim Gilbert

5. *2023 Townwide Preservation Program (CIP23-003)*
Amount: $2,277,197.47
Contractor: Vance Brothers, Inc
Department: Engineering and Public Works, Jim Gilbert

5. PUBLIC HEARINGS

A. ORDINANCE NO. 1.567.1 - Second Reading
A Bill for an Ordinance to Adopt the 2023 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey

6. **ORDINANCES**

A. **ORDINANCE NO. 9.356 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir By and Between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, the Town of Parker and the Town of Castle Rock

Department: **Parks, Recreation and Open Space, Mary Colton**
Town Attorney, Kelsey Hall

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

March 20, 2023

"To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)."

1. The Development and Financing Agreement between the Town, the Parker Authority for Reinvestment, and CD-Parker, LLC, dated November 7, 2022/the organization of a general improvement district under Colo. Rev. Stat. Section 31-25-601, *et seq*.

2. Proposed involuntary acquisition of right-of-way and easements for the North Parker Road Operational Improvements

"To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)."

3. Right-of- way and Town-owned property located adjacent to 19553 East Mainstreet

TOWN OF PARKER COUNCIL
MINUTES
MARCH 6, 2023

Mayor Pro Tem John Diak called the meeting to order at 5:31 p.m. All Councilmembers were present, except for Mayor Jeff Toborg.

Town Attorney Kristin Hoffmann announced there were three topics for discussion in the Executive Session under C.R.S. § 24-6-402(4)(b). The first item was an American Academy Charter School Traffic Management Plan and Traffic Impact Study and associated traffic impacts. The second item was concerning Participation Forms for settlements with Teva Pharmaceutical Industries, Ltd.; Allergen Finance, LLC/Allergan Limited; Walmart Inc.; CVS Health Corporation/CVS Pharmacy Inc.; and Walgreen Co. concerning the opioid litigation. The third item was regarding Section 15.10 of the Parker Home Rule Charter (potential charter amendments).

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:32 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Laura Hefta moved and Anne Barrington seconded to come out of Executive Session at 6:53 p.m.

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to recess the meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Pro Tem Diak reconvened the regular Town Council meeting at 7:00 p.m.

Mayor Pro Tem Diak led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

A written comment was received, distributed to Council, and entered into the record.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings and activities they had attended since the last Town Council meeting.

CONSENT AGENDA

A. APPROVAL OF MINUTES - February 21, 2023

B. ORDINANCE NO. 1.567.1 - First Reading
A Bill for an Ordinance to Adopt the 2023 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey
Second Reading: March 20, 2023

C. ORDINANCE NO. 9.356 - First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir By and Between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, the Town of Parker and the Town of Castle Rock
Department: Parks, Recreation and Open Space, Mary Colton
Town Attorney, Kelsey Hall
Second Reading: March 20, 2023

D. RESOLUTION NO. 23-010
A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor of the Town of Parker
Department: Town Attorney, Kristin Hoffmann

E. RESOLUTION NO. 23-014
A Resolution to Accept Donations of Artwork Received by the Town's Cultural Department
Department: Cultural, Carrie Glassburn

F. RESOLUTION NO. 23-019
A Resolution Accepting the Conveyance of a Public Sidewalk Easement from D.W. Partnership LP and BPD Partnership for a Portion of Lot 1, Block 1, Direzza Minor Development Plat
Department: Engineering and Public Works, Alex Mestdagh

G. CONTRACTS OVER $100,000

1. *Police Department Server Hardware Refresh*
   Amount: $314,000
   Contractor: Davenport Group
   Department: Information Technology, Matt Lynch

2. *Replacement Vehicles*
   Amount: $420,430
   Contractor: Ken Garff Ford
   Department: Engineering and Public Works, Jim Gilbert

3. *Vehicle Equipment and Installation*
   Amount: $324,700
   Contractor: L.A.W.S.
   Department: Engineering and Public Works, Jim Gilbert

4. *Replacement Cab and Chassis*
   Amount: $302,000
   Contractor: McCandless International
   Department: Engineering and Public Works, Jim Gilbert

5. *Snow Removal Equipment and Installation*
   Amount: $366,611
   Contractor: OJ Watson
   Department: Engineering and Public Works, Jim Gilbert

6. *Replacement of Rooftop Units 1 & 4 at Fieldhouse Recreation Center*
   Amount: $300,000
   Contractor: Daikin Applied
   Department: Engineering and Public Works, Jim Gilbert

7. *Motorola APX8000 Police Radio Purchase*
   Amount: $304,425
   Contractor: Motorola Solutions
   Department: Police, Chief Jim Tsurapas

8. *2023 Townwide Roadway Reconstruction Program (CIP23-005-CI)*
   Amount: $963,262.10
   Contractor: Elite Surface Infrastructure
   Department: Engineering and Public Works, Tom Gill

Joshua Rivero moved to approve Consent Agenda Items 4A through 4G.

Todd Hendreks seconded the motion.

A roll call vote was taken:
Joshua Rivero - yes
Brandi Wilks - yes
Todd Hendreks - yes
John Diak - yes
Anne Barrington - yes
Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. GLADYS O'BRIEN HOUSE MDP *(Continued from February 6, 2023 and to be continued to April 3, 2023)*

Applicant: **Parker Authority for Reinvestment, Weldy Feazell**
Location: **11017 S. Pikes Peak Drive**
Department: **Community Development, Amber Wood Hicken**
TRAKiT No.: **SUB22-026**

Mayor Pro Tem Diak advised that staff requested this item be continued until April 3, 2023.

Joshua Rivero moved to continue the Gladys O'Brien Minor Development Plat to a date certain of April 3, 2023.

Brandi Wilks seconded the motion.

A roll call vote was taken:
Joshua Rivero - yes
Brandi Wilks - yes
Todd Hendreks - yes
John Diak - yes
Anne Barrington - yes
Laura Hefta - yes

The motion was approved unanimously.

B. O'BRIEN PARK L1 - SITE PLAN

Applicant: **Town of Parker**
Location: **Northeast corner of Parker Road and Mainstreet**
Department: **Community Development, Amber Wood-Hicken**
TRAKiT No.: **SP22-104**

Mayor Pro Tem Diak opened the public hearing at 7:04 p.m.

The Town is proposing significant landscaping and urban design improvements to further improve O'Brien Park and better integrate it into the Downtown area. Improvements will be focused on the west, south, and east sides of the park where they front public roads. On the south side, the Town will improve the Mainstreet frontage by removing the existing fence adjacent to the street and install landscaping and hardscape elements that improve the urban design of the park along Mainstreet and guide pedestrians to the intersection of Mainstreet and Victorian Drive. On the west side, the Town will improve the Parker Road frontage with raised berms and additional landscaping; however, an existing pipeline easement limits the opportunity for additional improvements. On the east side, the Town will improve the Victorian drive frontage with additional landscaping and hardscape elements.

The Planning Commission voted to recommend that the Town Council approve the O'Brien Park Site Plan Amendment at their meeting on February 23, 2023.

Public Comments: None.

Mayor Pro Tem Diak closed the public hearing at 7:09 p.m.

Brandi Wilks moved to approve the O'Brien Park L1 Site Plan Amendment based on staff findings.

Laura Hefta seconded the motion.

A roll call vote was taken:
Joshua Rivero - yes
Brandi Wilks - yes
Todd Hendreks - yes
John Diak - yes
Anne Barrington - yes
Laura Hefta - yes

The motion was approved unanimously.

C. RAY J. HARVIE OPEN SPACE - SITE PLAN

Applicant: **Town of Parker**
Location: **North of Mainstreet and Canterberry Parkway**
Department: **Community Development, Ashley Chasez**
TRAKiT No.: **SP22-099**

Mayor Pro Tem Diak opened the public hearing at 7:11 p.m.

The subject property, known as the Harvie Open Space, is a 71.06 acre parcel that is undeveloped and preserved as open space through an existing conservation easement held by the Douglas Land Conservancy. The conservation easement runs with the land, permits minimal improvements, and is intended to protect the open space character and natural resource values of the property. The improvements permitted by the conservation easement include limited trails, signage, parking, and amenities.

The Parks, Recreation and Open Space Department conducted a public participation process in 2017 to obtain input from residents about the types of future improvements they would like the Town to make at the Harvie Open Space. In follow-up, the Department prepared a conceptual master plan for the property in 2018 that was approved by the Town Council. The approved conceptual master plan for the Harvie Open Space is being implemented by the proposed Site Plan application. The Site Plan identifies the improvements that will enable public access to the Harvie property. They include a looped walking path with educational features, shaded seating, a vault bathroom(s), and a gravel off-street parking lot.

On February 23, 2023, the Planning Commission recommended the Town Council approve the Ray J. Harvie Open Space Site Plan with the condition that wildlife-proof trash receptacles be included in the site plan.

Public Comments: None.

Mayor Pro Tem Diak closed the public hearing at 7:18 p.m.

Todd Hendreks moved to approve the Ray J. Harvie Open Space Site Plan based on staff findings with the following condition: all trash receptacles provided within the open space shall be wildlife-proof.

Laura Hefta seconded the motion.

A roll call vote was taken:
Joshua Rivero - yes
Brandi Wilks - yes
Todd Hendreks - yes
John Diak - yes
Anne Barrington - yes
Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 9.355 - Second Reading
A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Agreement By and Between the Town of Parker and the Town of Foxfield for Municipal Court Services
Department: Town Attorney, Jamie Wynn

This ordinance is to approve the Second Replacement Intergovernmental Agreement to operate a combined municipal court with the Town of Foxfield.

Public Comments: None.

Brandi Wilks moved to approve Ordinance No. 9.355 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:
Joshua Rivero - yes
Brandi Wilks - yes
Todd Hendreks - yes
John Diak - yes
Anne Barrington - yes
Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Pro Tem Diak adjourned the meeting at 7:28 p.m.

______________________________ ______________________________

Susan L. Irvine, Deputy Town Clerk Jeff Toborg, Mayor

PARKER
COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-018**
A Resolution Accepting the Conveyance of an Exclusive Drainage Easement from Denver Pope Family Limited Partnership for the Cherry Creek Channel Improvements

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of an exclusive drainage easement from the Denver Pope Family Limited Partnership for the proposed Cherry Creek channel improvements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town, in conjuction with the Mile High Flood District (MHFD), is anticipating to commence construction of channel improvements to the Cherry Creek floodway in the spring of 2023 upstream or south of the PSCo/Xcel overhead powerline crossing of Cherry Creek. These proposed channel improvements are located south of the Twenty Mile Road/Dransfeldt Road intersection and have been designed in conjunction with the proposed Dransfeldt Road extension project. The improvements are partially located on Denver Pope Family Limited Partnership property, and this easement is needed to allow for the construction and the long-term maintenance of the channel improvements. Due to the channel improvement project's impact on current wetlands, the proposed drainage easement is further expanded from a typical drainage easement to include future protection of the replacement wetlands. A resolution is needed to accept this conveyance.

FINANCIAL IMPACT

None at this time. The Town and MHFD have previously executed an intergovernmental agreement (IGA) regarding the cost sharing of the planned channel improvements. The Town will be responsible for the long-term maintenance of these channel improvements.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

INNOVATE WITH COLLABORATIVE GOVERNANCE

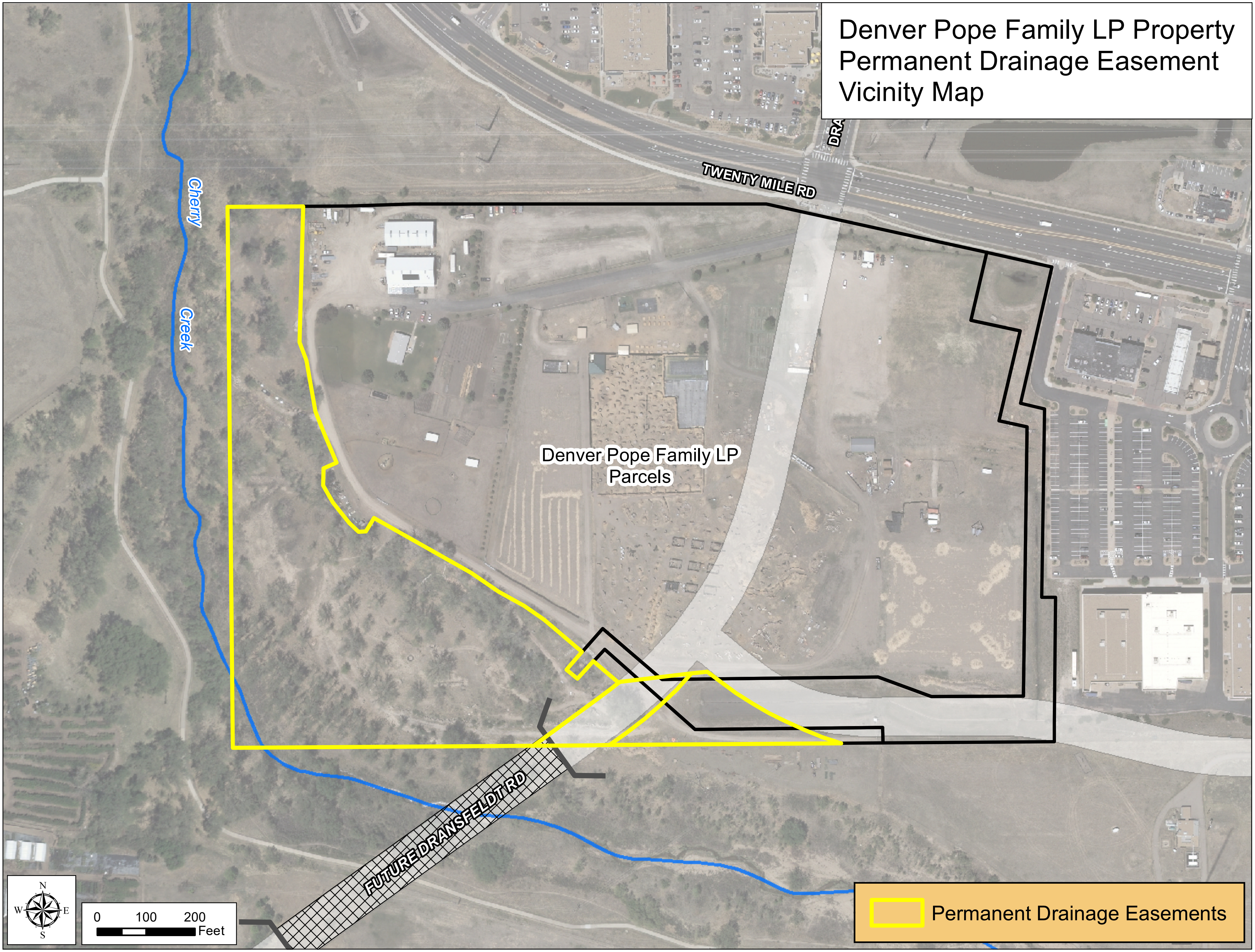
ATTACHMENTS

1. Denver Pope Family LP Property Drainage Easement Vicinity Map
2. Resolution No. 23-018

RECOMMENDED MOTION

I move to approve Resolution No. 23-018, as part of the consent agenda.

Denver Pope Family LP Property Permanent Drainage Easement Vicinity Map



RESOLUTION NO. __23-018__, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF AN EXCLUSIVE DRAINAGE EASEMENT FROM DENVER POPE FAMILY LIMITED PARTNERSHIP FOR THE CHERRY CREEK CHANNEL IMPROVEMENTS

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Denver Pope Family Limited Partnership for the Cherry Creek Channel Improvements, as provided in the Exclusive Drainage Easement Agreement (Permanent Easement for Cherry Creek Channel Improvements and Wetland Protection) attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of ________________________, 2023.

TOWN OF PARKER, COLORADO

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

EXHIBIT 1

EXCLUSIVE DRAINAGE EASEMENT AGREEMENT
(PERMANENT EASEMENT FOR CHERRY CREEK CHANNEL IMPROVEMENTS AND WETLAND PROTECTION)

THIS EXCLUSIVE DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____________, 2023, by DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership, whose street address is 11090 Night Heron Drive, Parker, Colorado 80134 ("Grantor"), and the Town of Parker, Colorado ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of construction and maintenance of a the Cherry Creek Channel Improvements on and through the property more particularly described and depicted in **Exhibits A-1, A-2 and A-3** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an exclusive easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the easement rights herein granted and Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of construction and maintenance of the Cherry Creek Channel Improvements described herein. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the Cherry Creek Channel Improvements, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Cherry Creek Channel Improvements described herein. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to the adjacent lands of Grantor.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance. The operation and maintenance of the Cherry Creek Channel Improvements described herein and located within the Easement Property shall be the responsibility of the Grantee.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement

Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Wetland Protection. From and after the date of this Easement Agreement, the Grantor and the Grantee agree that the Easement Property shall be subject to the following restrictions:

a. Stream stabilization structures within the Easement Property and structures required for the Dransfeldt Road bridge and 10-foot-wide detached multiuse trail/sidewalk are not subject to the restrictions described in Subparagraphs 5.b. through 5.e. (the "Cherry Creek Channel Improvements"). The Cherry Creek Channel Improvements are permitted within the Easement Property, as described in Paragraphs 1 and 3.

b. There shall be no construction or placement of structures whether temporary or permanent within in the Easement Property, including utility poles, open-trenched utility lines, boardwalks or outfalls. Utility lines that are bored beneath the full limits of the Easement Property area may be permitted, if in the judgment of Grantee, the utility line does not negatively impact the Easement Property.

c. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals, or other materials within the Easement Property.

d. There shall be no removal, destruction, or cutting of trees or plants; spraying with biocides, insecticides, or pesticides; grazing of animals, farming, tilling of soil, or any other agricultural activity within the Easement Property, except the maintenance of trees and foliage needed to maintain the Easement Property. Biocides, herbicides, grazing and other standard practices are allowed within the Easement Property as weed management and habitat maintenance/enhancement tools.

e. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle within the Easement Property, except by authorized custodians of the Town for any required maintenance or inspections.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR: DENVER POPE FAMILY LIMITED PARTNERSHIP, a Colorado limited partnership

Michael L Smith President Flat Acres Management Inc General Partner: Denver Pope Family LP.

By: ______________________

MICHAEL L SMITH [*name, title*]
GENERAL PARTNER.

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 27th day of February, 2023, by Michael L. Smith, as General Partner of Denver Pope Family Limited Partnership, a Colorado limited partnership.

My commission expires: 1/3/26.

SEAL PAMELA J KNEPP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20014037734
MY COMMISSION EXPIRES JAN 3, 2026

P J Knepp
Notary Public

GRANTEE: TOWN OF PARKER

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Town Attorney's Office

EXHIBIT A-1

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT A, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, NORTH 89°33'16" EAST, A DISTANCE OF 769.10 FEET TO THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD AS DEPICTED ON SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001, IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'36" EAST, A DISTANCE OF 44.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 35°59'35" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'19", AN ARC LENGTH OF 178.48 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 83°44'15" EAST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 53°26'21" EAST, A DISTANCE OF 33.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 810.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 36°59'00" EAST;

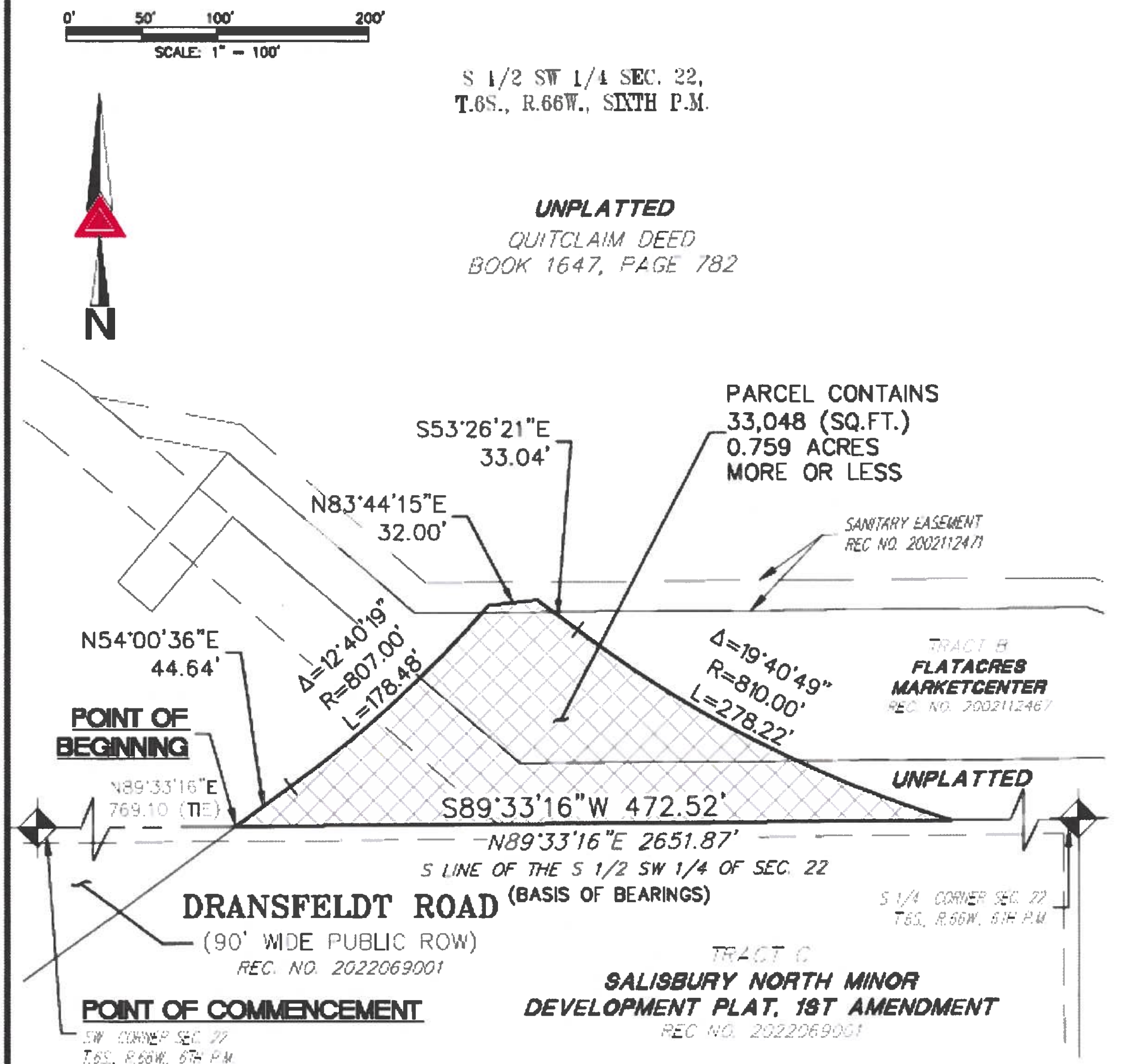
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°40'49", AN ARC LENGTH OF 278.22 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 472.52 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.759 ACRES, (33,048 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

REMNANT PARCEL
S 1/2 SW 1/4, SEC. 22, T6S, R66W, 6TH P.M.
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: G:\24922-15 – POPE PROPERTY LAES\DWG\EXHIBITS\2022-12-28 POPE PROPERTY REMNANT PARCEL.DWG
JOB NUMBER: 24922-15 DATE: 12/28/2022 DWG: GLW CHK: BJM 2 OF 2 SHEETS

EXHIBIT A-2

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 00°35'20" WEST, A DISTANCE OF 1,321.71 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, NORTH 00°35'20" WEST, A DISTANCE OF 1,111.71 FEET TO THE NORTH BOUNDARY OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID WEST LINE, ALONG SAID NORTH BOUNDARY, NORTH 89°20'54" EAST, A DISTANCE OF 157.19 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°37'21" WEST, A DISTANCE OF 279.70 FEET;

THENCE SOUTH 20°52'20" EAST, A DISTANCE OF 43.42 FEET;

THENCE SOUTH 10°06'52" EAST, A DISTANCE OF 102.72 FEET;

THENCE SOUTH 20°11'48" EAST, A DISTANCE OF 48.10 FEET;

THENCE SOUTH 22°50'20" EAST, A DISTANCE OF 65.31 FEET;

THENCE SOUTH 67°09'40" WEST, A DISTANCE OF 30.31 FEET;

THENCE SOUTH 00°02'03" WEST, A DISTANCE OF 35.43 FEET;

THENCE SOUTH 29°13'07" EAST, A DISTANCE OF 41.70 FEET;

THENCE SOUTH 41°33'07" EAST, A DISTANCE OF 55.45 FEET;

THENCE SOUTH 48°26'33" EAST, A DISTANCE OF 24.08 FEET;

THENCE NORTH 80°59'47" EAST, A DISTANCE OF 15.59 FEET;

THENCE NORTH 29°33'45" EAST, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 60°26'15" EAST, A DISTANCE OF 228.69 FEET;

THENCE SOUTH 55°19'03" EAST, A DISTANCE OF 68.53 FEET;

THENCE SOUTH 60°42'24" EAST, A DISTANCE OF 61.27 FEET;

THENCE SOUTH 56°33'48" EAST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 49°20'44" EAST, A DISTANCE OF 101.94 FEET TO THE BOUNDARY OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 40°39'18" WEST, A DISTANCE OF 41.01 FEET;
2. SOUTH 49°20'42" EAST, A DISTANCE OF 30.00 FEET;
3. NORTH 40°39'18" EAST, A DISTANCE OF 41.01 FEET;

THENCE DEPARTING SAID BOUNDARY, SOUTH 49°20'44" EAST, A DISTANCE OF 67.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 39°56'43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°57'08", AN ARC LENGTH OF 49.46 FEET;

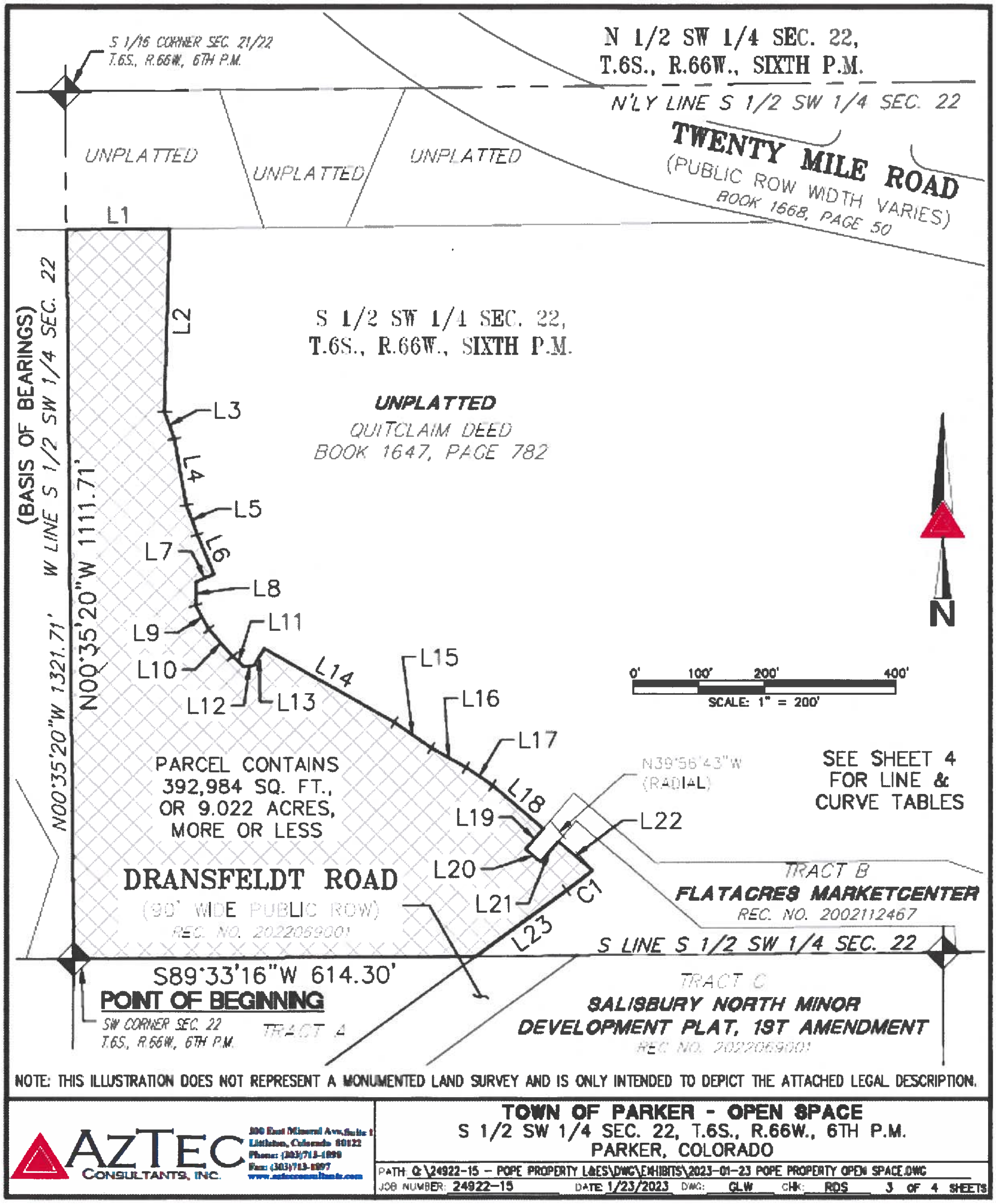
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'24" WEST, A DISTANCE OF 170.59 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 614.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 9.022 ACRES, (392,984 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122


S 1/16 CORNER SEC. 21/22
T.6S., R.66W., 6TH P.M.
N 1/2 SW 1/4 SEC. 22,
T.6S., R.66W., SIXTH P.M.
N'LY LINE S 1/2 SW 1/4 SEC. 22
TWENTY MILE ROAD
(PUBLIC ROW WIDTH VARIES)
BOOK 1668, PAGE 50
UNPLATTED
UNPLATTED
UNPLATTED
L1
L2
S 1/2 SW 1/4 SEC. 22,
T.6S., R.66W., SIXTH P.M.
UNPLATTED
QUITCLAIM DEED
BOOK 1647, PAGE 782
(BASIS OF BEARINGS)
W LINE S 1/2 SW 1/4 SEC. 22
N00°35'20"W 1321.71'
N00°35'20"W 1111.71'
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23
C1
N
0' 100' 200' 400'
SCALE: 1" = 200'
N39°56'43"W
(RADIAL)
SEE SHEET 4
FOR LINE &
CURVE TABLES
PARCEL CONTAINS
392,984 SQ. FT.,
OR 9.022 ACRES,
MORE OR LESS
DRANSFELDT ROAD
(90' WIDE PUBLIC ROW)
REC. NO. 2022069001
TRACT B
FLATACRES MARKETCENTER
REC. NO. 2002112467
S LINE S 1/2 SW 1/4 SEC. 22
S89°33'16"W 614.30'
POINT OF BEGINNING
SW CORNER SEC. 22
T.6S., R.66W., 6TH P.M.
TRACT A
TRACT C
SALISBURY NORTH MINOR
DEVELOPMENT PLAT, 1ST AMENDMENT
REC. NO. 2022069001
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.
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www.aztecconsultants.com
TOWN OF PARKER - OPEN SPACE
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO
PATH: G:\24922-15 - POPE PROPERTY L&ES\DWG\EXHIBITS\2023-01-23 POPE PROPERTY OPEN SPACE.DWG
JOB NUMBER: 24922-15 DATE: 1/23/2023 DWG: GLW CHK: RDS 3 OF 4 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°20'54"E	157.19'
L2	S01°37'21"W	279.70'
L3	S20°52'20"E	43.42'
L4	S10°06'52"E	102.72'
L5	S20°11'48"E	48.10'
L6	S22°50'20"E	65.31'
L7	S67°09'40"W	30.31'
L8	S00°02'03"W	35.43'
L9	S29°13'07"E	41.70'
L10	S41°33'07"E	55.45'
L11	S48°26'33"E	24.08'
L12	N80°59'47"E	15.59'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N29°33'45"E	29.75'
L14	S60°26'15"E	228.69'
L15	S55°19'03"E	68.53'
L16	S60°42'24"E	61.27'
L17	S56°33'48"E	48.55'
L18	S49°20'44"E	101.94'
L19	S40°39'18"W	41.01'
L20	S49°20'42"E	30.00'
L21	N40°39'18"E	41.01'
L22	S49°20'44"E	67.71'
L23	S54°00'24"W	170.59'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°57'08"	717.00'	49.46'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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TOWN OF PARKER - OPEN SPACE
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO

PATH: G:\24922-15 - POPE PROPERTY LAES\DWG\EXHIBITS\2023-01-23 POPE PROPERTY OPEN SPACE.DWG
JOB NUMBER: 24922-15 DATE: 1/23/2023 DWG: GLW CHK: RDS 4 OF 4 SHEETS

EXHIBIT A-3

Legal Description

A PARCEL OF LAND BEING A PORTION OF QUITCLAIM DEED RECORDED IN BOOK 1647, AT PAGE 782, AND A PORTION OF TRACT B, FLATACRES MARKETCENTER, RECORDED AT RECEPTION NO. 2002112467, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, WHENCE THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER BEARS NORTH 89°33'16" EAST, A DISTANCE OF 2,651.87 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH LINE, NORTH 89°33'16" EAST, A DISTANCE OF 614.30 FEET TO THE WESTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD AS DEPICTED ON SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT RECORDED AT RECEPTION NO. 2022069001, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 54°00'24" EAST, A DISTANCE OF 170.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 717.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°57'08", AN ARC LENGTH OF 49.46 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 83°27'19" EAST, A DISTANCE OF 146.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 807.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 48°39'55" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'19", AN ARC LENGTH OF 178.48 FEET;

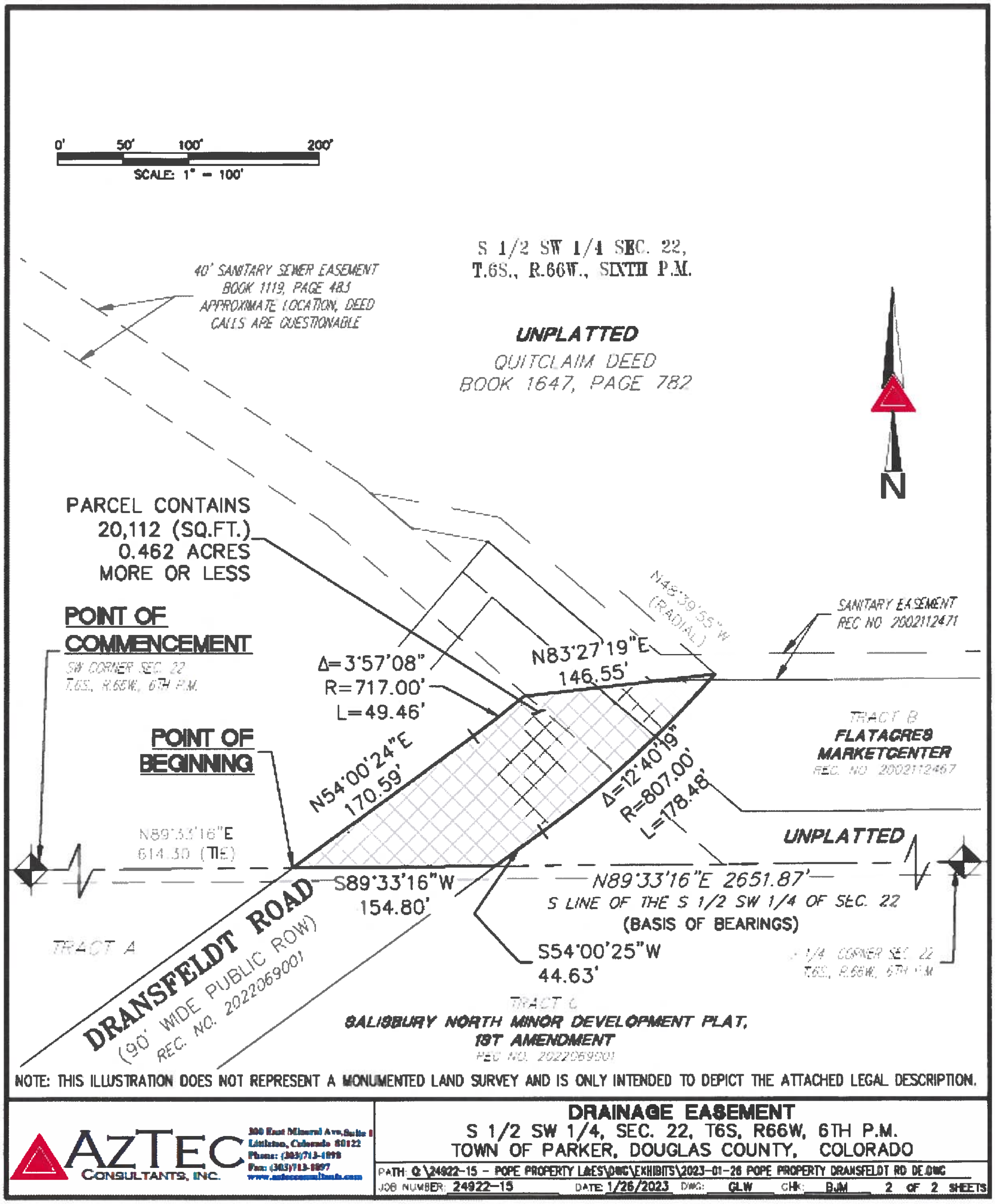
THENCE TANGENT TO SAID CURVE, SOUTH 54°00'25" WEST, A DISTANCE OF 44.63 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°33'16" WEST, A DISTANCE OF 154.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.462 ACRES, (20,112 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



0' 50' 100' 200'
SCALE: 1" = 100'
S 1/2 SW 1/4 SEC. 22, T.6S., R.66W., SIXTH P.M.
40' SANITARY SEWER EASEMENT BOOK 1119, PAGE 483 APPROXIMATE LOCATION, DEED CALLS ARE QUESTIONABLE
UNPLATTED
QUITCLAIM DEED BOOK 1647, PAGE 782
N
PARCEL CONTAINS 20,112 (SQ.FT.) 0.462 ACRES MORE OR LESS
POINT OF COMMENCEMENT
SW CORNER SEC. 22 T.6S., R.66W., 6TH P.M.
Δ=3°57'08" R=717.00' L=49.46'
N83°27'19"E 146.55'
N48°39'55"W (RADIAL)
SANITARY EASEMENT REC NO. 2002112471
POINT OF BEGINNING
N54°00'24"E 170.59'
Δ=12°40'19" R=807.00' L=178.48'
TRACT B
FLATACRES MARKETCENTER
REC. NO. 2002112467
UNPLATTED
N89°33'16"E 614.30 (TIE)
S89°33'16"W 154.80'
N89°33'16"E 2651.87'
S LINE OF THE S 1/2 SW 1/4 OF SEC. 22
(BASIS OF BEARINGS)
TRACT A
S54°00'25"W 44.63'
S 1/4 CORNER SEC. 22 T.6S., R.66W., 6TH P.M.
DRANSFELDT ROAD
(90' WIDE PUBLIC ROW) REC. NO. 2022069001
TRACT C
SALISBURY NORTH MINOR DEVELOPMENT PLAT, 1ST AMENDMENT
REC. NO. 2022069001
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.
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Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com
DRAINAGE EASEMENT
S 1/2 SW 1/4, SEC. 22, T6S, R66W, 6TH P.M.
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
PATH: Q:\24922-15 - POPE PROPERTY LAES\DWG\EXHIBITS\2023-01-26 POPE PROPERTY DRANSFELDT RD DE.DWG
JOB NUMBER: 24922-15 DATE: 1/26/2023 DWG: GLW CHK: BJM 2 OF 2 SHEETS

PARKER
COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-020**
A Resolution Accepting the Conveyance of a Public Sidewalk and Pedestrian Lighting Easement from Crowfoot Valley, LLC, for a Portion of Lots 1 & 2, Vetters Pikes Peak Subdivision Filing No. 1

Department: **Engineering and Public Works, Nathan Klass**

EXECUTIVE SUMMARY

The purpose of this resolution is to accept the conveyance of a permanent sidewalk/pedestrian lighting easement for proposed public improvements located on a Portion of Lots 1 & 2 in Vetters Pikes Peak Subdivision Filing No. 1, otherwise known as the Crowfoot Valley LLC property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The sidewalks on Pikes Peak Drive between Sulphur Gulch Bridge and Mainstreet need enhancements to improve comfort and accessibility for pedestrians. During 2021, staff engaged Felsburg Holt & Ullevig to develop a conceptual design for the project which was presented to and supported by Town Council in October 2021. The project is currently in the final design phase and staff is working to finalize easement acquisitions necessary to construct the project.

To accommodate the proposed public improvements, acquisition of permanent and/or temporary easements is required from fifteen (15) property owners along the project limits. As of this date, there are a total of fourteen (14) temporary and twelve (12) permanent easements required. Four (4) of the twelve (12) permanent easements required will be dedicated by a plat. The remaining eight (8) permanent easements will be dedicated by separate agreements and require acceptance by Town Council by a resolution. The easements associated with this resolution are necessary to accommodate new public sidewalks and pedestrian lighting and to ensure the long-term operation and maintenance of this infrastructure.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project, and funding has been appropriated in the Urban Renewal Projects Fund (301-4652).

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

1. Vicinity Map_Crowfoot Valley LLC
2. Resolution No. 23-020

RECOMMENDED MOTION

I move to approve Resolution No. 23-020, as part of the consent agenda.

PIKES PEAK DRIVE SIDEWALKS

Property Owner
Legend

FELSBURG
HOLT &
ULLEVIG

(1) Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138

(2) Lamberton Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138

(3) Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138

(4) Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138

(5) Koffman Properties LLC
11027 Pikes Peak Drive Ste 205
Parker, CO 80138

(6) Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111

(7) Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112

(8) Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212

(9) Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138

(10) Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138

(11) Twin Creeks LLC
10964 Pikes Peak Drive
Parker, CO 80138

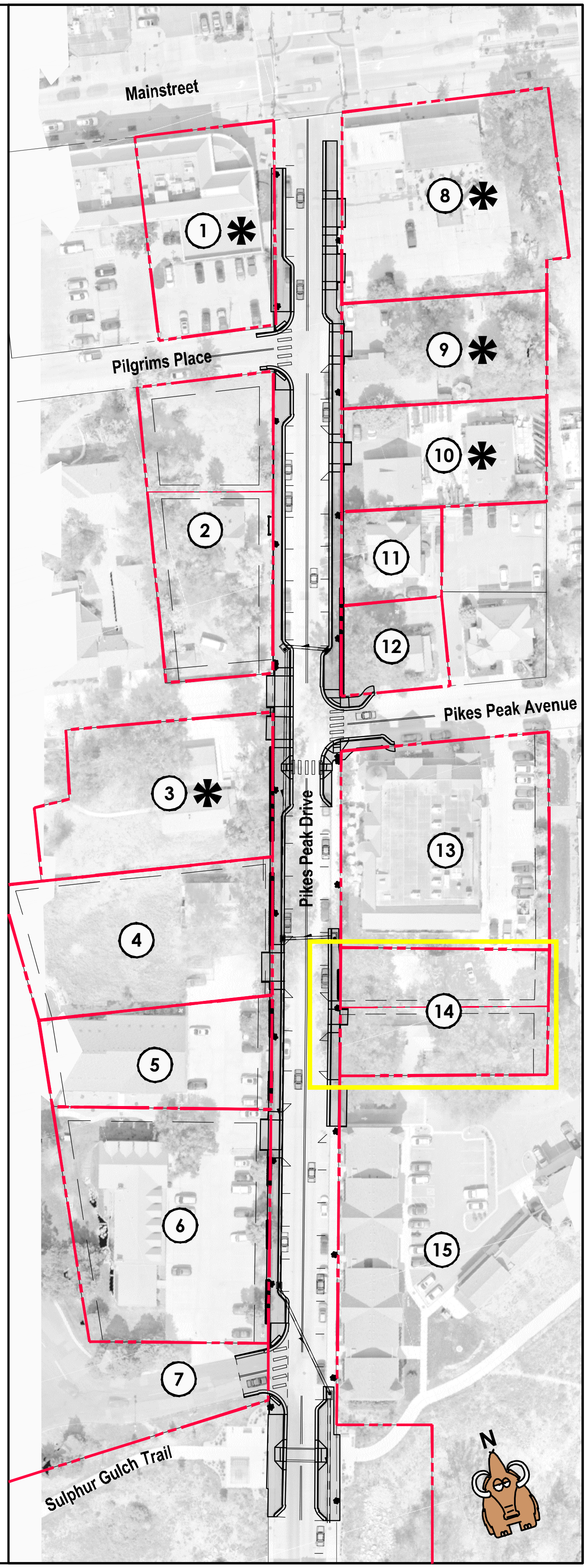
(12) Byland LLC
10970 Pikes Peak Drive
Parker, CO 80138

(13) Jeff & Staci Rubie Revocable Trust
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677

(14) Crowfoot Valley LLC
PO Box 6
Parker, CO 80134

(15) Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

* PROPERTIES ARE UNPLATTED



RESOLUTION NO. __23-020__, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT FROM CROWFOOT VALLEY, LLC, FOR A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk and pedestrian lighting from Crowfoot Valley, LLC, for a Portion of Lots 1 & 2, Vetter's Pikes Peak Subdivision Filing No. 1;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk and pedestrian lighting from Crowfoot Valley, LLC, for a Portion of Lots 1 & 2, Vetter's Pikes Peak Subdivision Filing No. 1, as provided in the Public Sidewalk and Pedestrian Lighting Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of ________________________, 2023.

TOWN OF PARKER, COLORADO

____

Jeff Toborg, Mayor

ATTEST:

____

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK AND PEDESTRIAN LIGHTING EASEMENT AGREEMENT (the "Easement Agreement") is made this 4th day of February, 2023 between CROWFOOT VALLEY, LLC, a Colorado limited liability company, whose legal address is P.O. Box 6, Parker, Colorado 80134 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk and pedestrian lighting, including the construction, maintenance, repair, removal and replacement of such sidewalk and pedestrian lighting, and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk and Lighting Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk and Lighting Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk and Lighting Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the public sidewalk and pedestrian lighting within the Sidewalk and Lighting Easement area in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk and Lighting Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the public sidewalk and pedestrian lighting.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

GRANTOR: CROWFOOT VALLEY, LLC, a Colorado limited liability company

* Rhonda K Thompson
Member LLC. [*name, title*]

* For the agreed amount of $4196.00 for PE & TCE per Nancy Ragland

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4 day of Feb, 2023 by Rhonda K Thompson, as Member of Crowfoot Valley, LLC, a Colorado limited liability company.

My commission expires: 08-12-2026

(S E A L)

DECKER SCHMIDT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224031542
MY COMMISSION EXPIRES 08-12-2026

Notary Public

GRANTEE: TOWN OF PARKER

By: ______________________________
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Town Attorney's Office

LEGAL DESCRIPTION
EXHIBIT "A"

TWO (2) PARCELS OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 1.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°54'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 72°54'35" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 17°05'25" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 2.00 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°05'25" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.0005 ACRES, (20 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET;
2. SOUTH 73°19'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°43'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 73°19'16" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

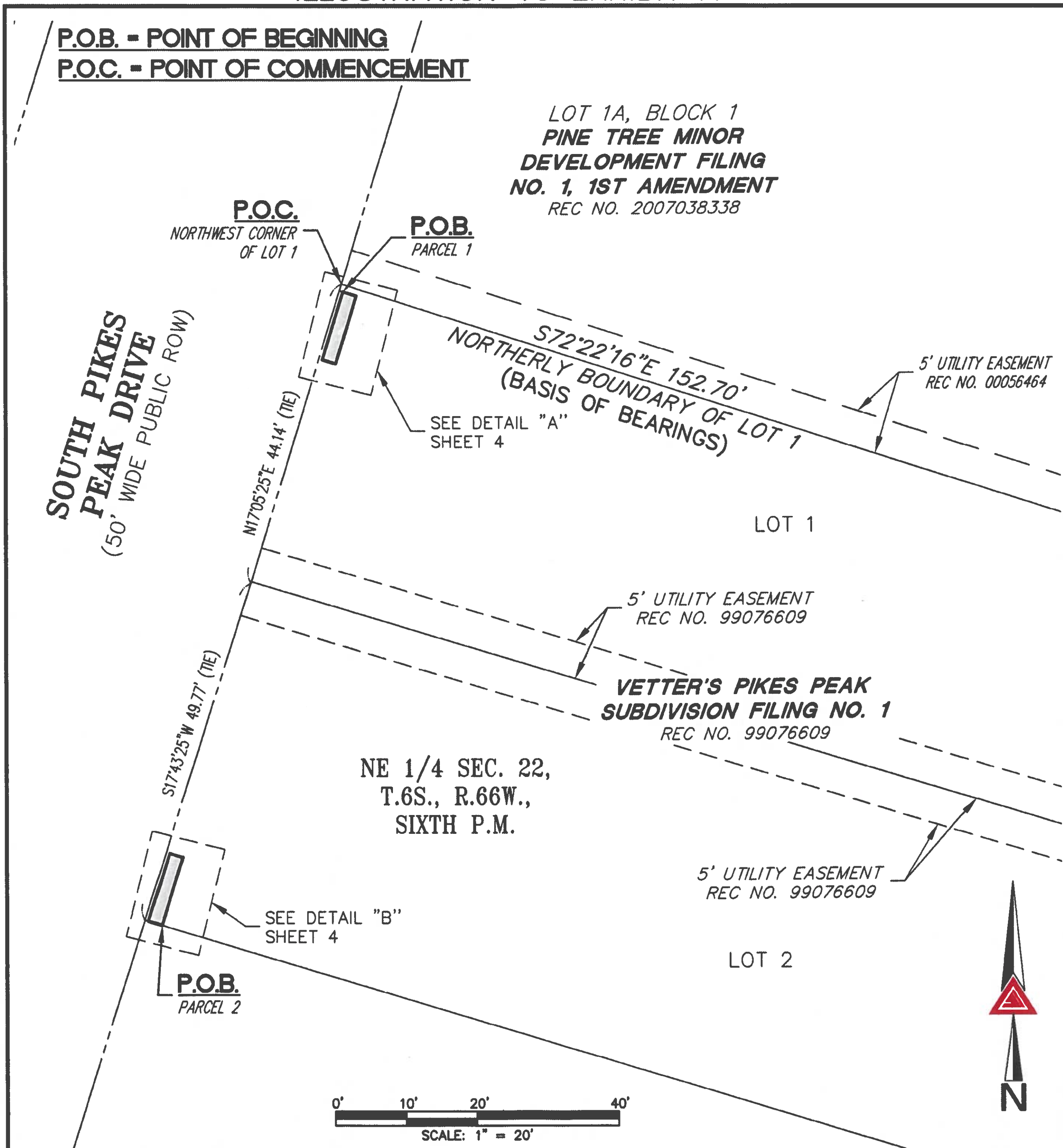
CONTAINING AN AREA OF 0.0005 ACRES, (20 SQUARE FEET), MORE OR LESS.

PARCELS 1 & 2 CONTAIN A TOTAL OF 0.001 ACRES, (40 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 20'

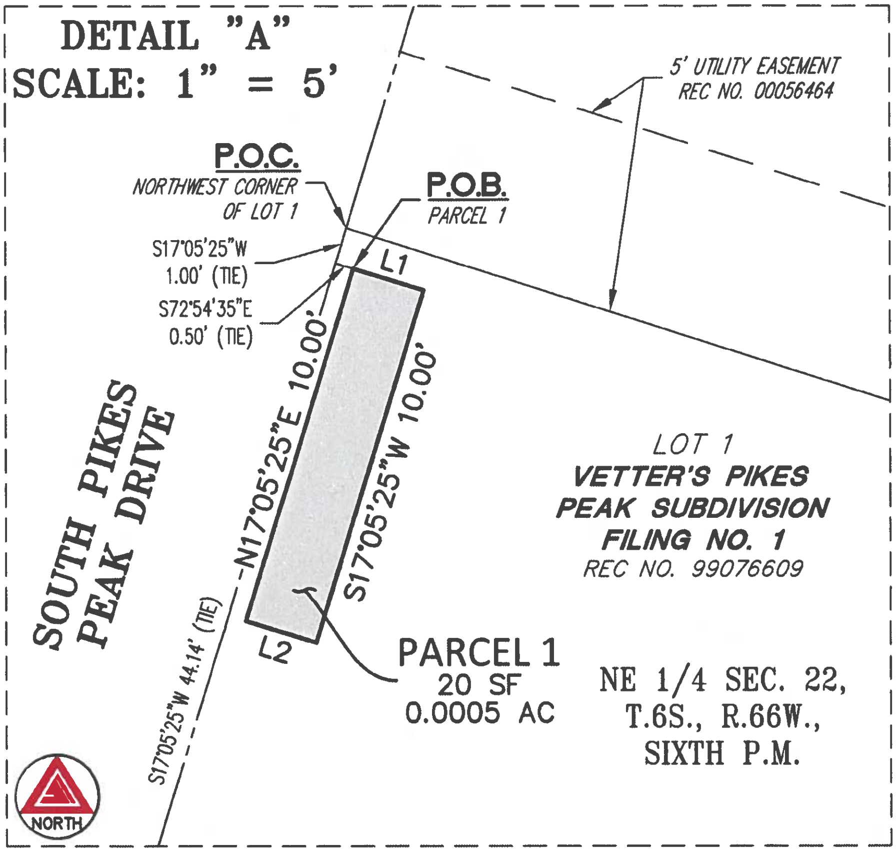
AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 – PE-1

PERMANENT EASEMENTS
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

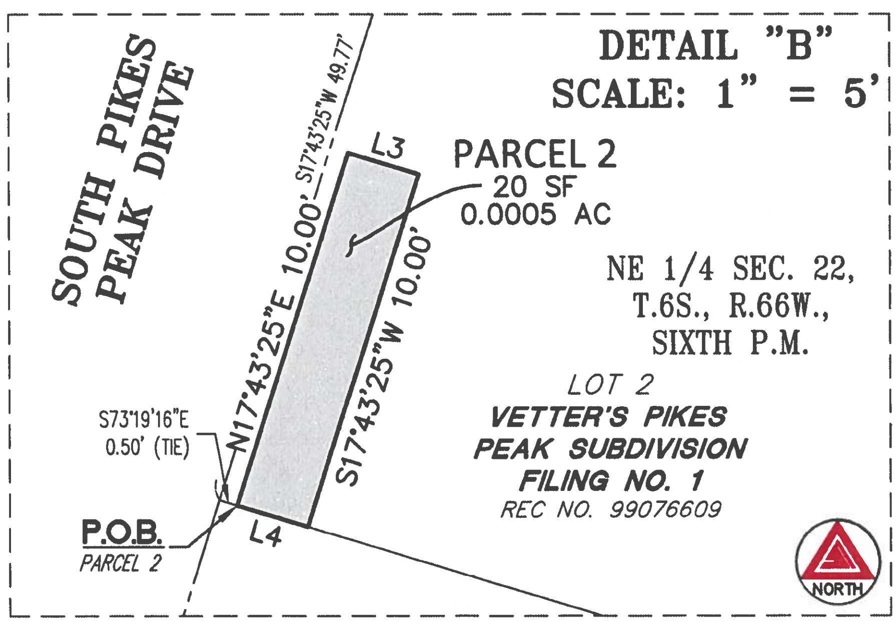
JOB NUMBER 12321-03

ILLUSTRATION TO EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°54'35"E	2.00'
L2	N72°54'35"W	2.00'

LINE TABLE		
LINE	BEARING	LENGTH
L3	S73°19'16"E	2.00'
L4	N73°19'16"W	2.00'



0' 2.5' 5' 10'
SCALE: 1" = 5'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:12321-03\DWG\EXHIBITS\
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LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 – PE-1

PERMANENT EASEMENTS
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

LEGAL DESCRIPTION
EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 72°22'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1;

THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET;

2. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. NORTH 73°19'16" WEST, A DISTANCE OF 0.50 FEET;

2. NORTH 17°43'25" EAST, A DISTANCE OF 49.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, NORTH 17°05'25" EAST, A DISTANCE OF 44.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (47 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
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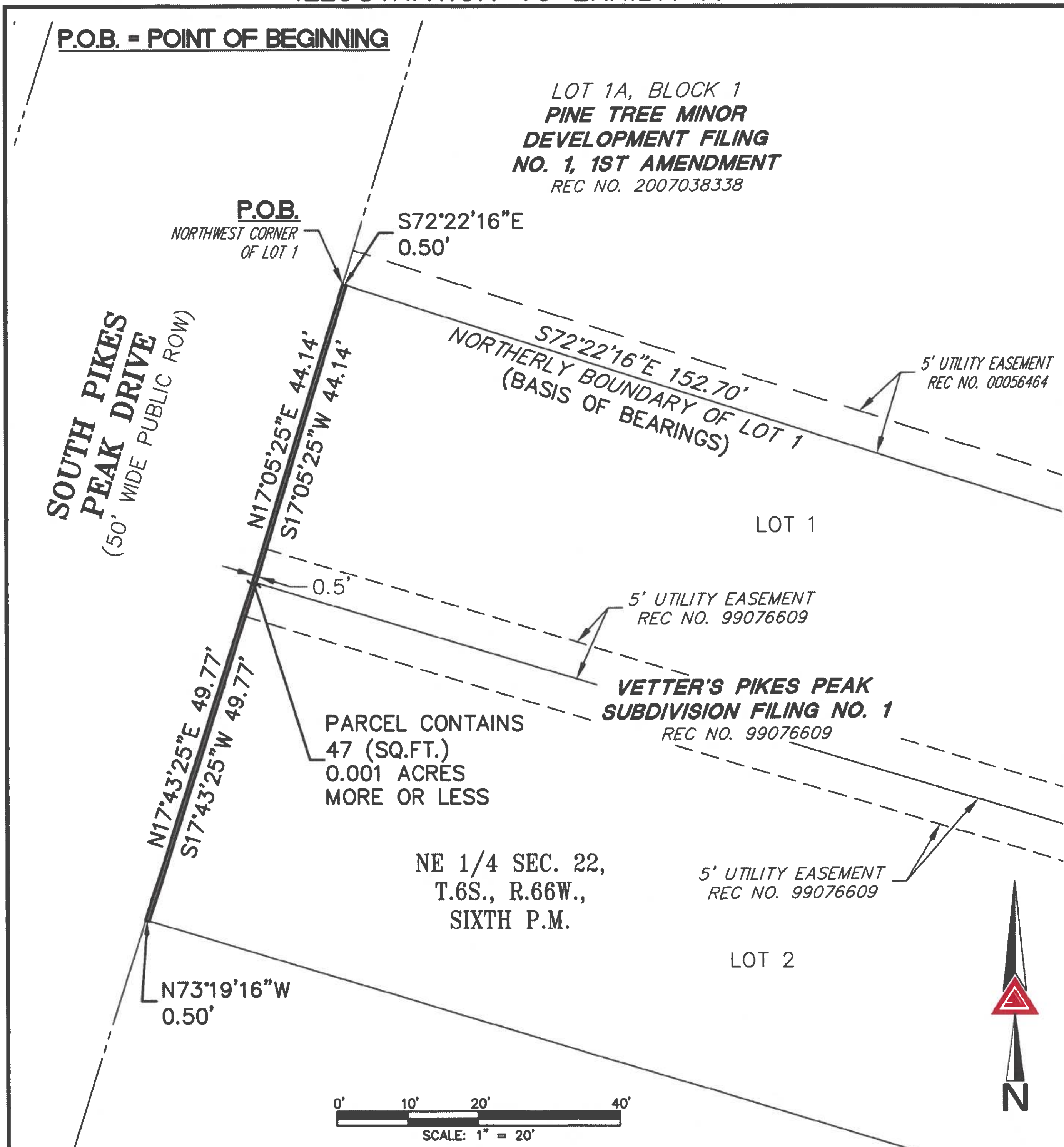
ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 20'

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www.aztecconsultants.com

LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 – PE-2

SIDEWALK EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

PARKER
COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Kristin Hoffmann, Town Attorney
Jamie Wynn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-021**
A Resolution to Approve the Teva, Allergen, Walmart, CVS, and Walgreens Participation Forms Concerning the Nationwide Opioid Settlement

Department: **Town Attorney, Jamie Wynn**

EXECUTIVE SUMMARY

The purpose of the resolution is for Town Council to consider approval of the Subdivision and Special District Settlement Participation Forms, Subdivision Participation Form, and the Subdivision Participation and Release Forms (collectively referred to as the "Settlement Documents"), which are necessary for the Town to receive an allocation of funds from the settlement of the claims against Teva, Allergen, Walmart, CVS, and Walgreens in the litigation that was filed against various pharmaceutical companies.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A lawsuit was filed in U.S. District Court against the nation's largest pharmaceutical companies that made and distributed opioids (the "Litigation"). The basis of the Litigation was that these companies, through their marketing policies, fueled an epidemic of overdoses and deaths. In July of 2021, a major group of pharmaceutical companies agreed to a proposed settlement of the Litigation (the "Distributors"), which may result in $26 billion being paid out to state and local governments, with a potential of $300 million being paid out to Colorado (the "Settlement").

On August 22, 2021, the Colorado Attorney General, Phil Weiser, announced that Colorado would participate in the Settlement. On September 4, 2021, the Distributors announced they would proceed with the Settlement, given the number of states that agreed to participate in the Settlement.

The Town of Parker agreed to waive claims against the Distributors in the original settlements and the Town was allocated $224,813.62 settlement, which the Town Council decided to reallocate to the Region (Douglas County).

In November and December of 2022, five additional opioid companies entered into settlement agreements. The Town of Parker will again be entitled to funds should the Town choose to enter into the participation agreements and waive claims against these five companies. As with the prior settlements, the allocated funds will fall under the Memorandum of Understanding ("MOU") that was signed by the Colorado Attorney General on August 26, 2021, which provides that the funds may only be used for "approved purposes," which means forward-looking strategies to abate the opioid epidemic. Under the 2021 MOU, if the Town enters into the participation agreements, the Town will be allocated its portion of the current settlement funds. The Town's funds will be reallocated to Region 12 (Douglas County) based on the Town's prior decision for that reallocation. The Town will have a yearly opportunity to make a change to this decision if so desired.

FINANCIAL IMPACT

Funds from the settlement will be allocated to the Region (Douglas County) based on the Town's prior decision to opt out of receiving the funds and to instead reallocate the funds to the Region.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 23-021

RECOMMENDED MOTION

I move to approve Resolution No. 23-021, as part of the consent agenda.

RESOLUTION NO. __23-021__, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE TEVA, ALLERGEN, WALMART, CVS, AND WALGREENS PARTICIPATION FORMS CONCERNING THE NATIONWIDE OPIOID SETTLEMENT

WHEREAS, nationwide settlements (the "Settlement") were reached with opioid distributors (Teva Pharmaceutical Industries, Ltd.; Allergan Finance, LLC/Allergan Limited; Walmart, Inc.; CVS Health Corporation/CVS Pharmacy, Inc.; and Walgreen Co.) to resolve claims by state and local governments that these companies contributed to the opioid epidemic;

WHEREAS, the Colorado Memorandum of Understanding, which is the subject of Ordinance No. 9.341, Series of 2021, established the framework for distributing and sharing Settlement proceeds throughout Colorado;

WHEREAS, in order to participate in the Settlement, Town Council approval of the "Subdivision and Special District Settlement Participation Forms," which are attached as **Exhibit A** and incorporated by this reference, the "Subdivision Participation Form," which is attached as **Exhibit B** and incorporated by this reference, and the "Subdivision Participation and Release Forms," which are attached as **Exhibit C** and incorporated by this reference, is required;

WHEREAS, the Town Council desires to approve Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby approves the Subdivision and Special District Settlement Participation Forms (Exhibit A).

Section 2. The Town Council hereby approves the Subdivision Participation Form (Exhibit B).

Section 3. The Town Council hereby approves the Subdivision Participation and Release Forms (Exhibit C).

Section 4. The Town Council hereby approves authorizes the Mayor to sign Exhibits A, B and C.

RESOLVED AND PASSED this _____ day of ________________________, 2023.

TOWN OF PARKER, COLORADO

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT B

Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT C

Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Attachment E: Walgrens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Request for Town Council Action

Date: March 20, 2023

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Manager

Title: **Rueter-Hess Recreation Authority Annual Payment**

Amount: **$210,000**
Contractor: **Reuter-Hess Recreation Authority**
Department: **Parks, Recreation and Open Space, Mary Colton**

EXECUTIVE SUMMARY

The Town is a member of the Rueter-Hess Recreation Authority (Authority), which was established in 2015 by an Intergovernmental Agreement (IGA) between the Parker Water and Santitation District (PWSD), Castle Rock, Lone Tree, Castle Pines and Douglas County. The Town's annual contribution to the Authority is $210,000, which will be used for the purpose of providing recreational opportunities, including capital projects described in the Rueter-Hess Recreation Master Plan. Additionally, the 2023 Recreation Authority budget has been approved by the Authority Board and is attached for your information.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved a funding contribution of $210,000 to the Rueter-Hess Recreation Authority through the 2023 budget process. Other members of the Authority also contribute funds for the purposes of providing recreational activities and capital recreation improvements based on the Rueter-Hess Reservoir Recreation Master Plan. Additionally, a resolution was approved by the Authority to adopt the 2023 Rueter-Hess Recreation Authority's budget and is attached for your information. Improvements over the past few years include the incline challenge, trail development, park shelters and additional parking areas, with further trail development and fishing docks planned for 2023.

FINANCIAL IMPACT

The Town's annual contribution of $210,000 is included in the approved 2023 budget.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. Rueter-Hess 2023 budget

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

RESOLUTION
TO ADOPT 2023 BUDGET AND APPROPRIATE SUMS OF MONEY
RUETER-HESS RECREATION AUTHORITY

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR RUETER-HESS RECREATION AUTHORITY, DOUGLAS COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2023, AND ENDING ON THE LAST DAY OF DECEMBER, 2023,

WHEREAS, the Board of Directors of the Rueter-Hess Recreation Authority has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on November 18, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RUETER-HESS RECREATION AUTHORITY OF DOUGLAS COUNTY, COLORADO:

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Rueter-Hess Recreation Authority for calendar year 2023.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 5. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

ADOPTED this 18th day of November, 2022.

RUETER-HESS RECREATION AUTHORITY

____
President

ATTEST:

____
Secretary

Rueter Hess Recreation Authority

2023 Consolidated Budget

		---------- 2022 ----------				
	2021 Actual	Jan-Sep Actual	Oct-Dec Projection	Total Projection	2022 Budget	2023 Budget
Revenue:						
40100 · General Assessments	350,000	350,000	-	350,000	350,000	350,000
40200 · Capital Assessments	531,000	531,000	-	531,000	531,000	531,000
40300 · Recreational Income	27,182	-	9,925	9,925	60,000	60,000
40400 · Application Fee Income	200	-	-	-	500	500
40500 · Interest & Other Income	544	6,433	8,800	15,233	750	20,000
45000 · Misc. Income	-	-	-	-	-	-
Total Revenue	**908,926**	**887,433**	**18,725**	**906,158**	**942,250**	**961,500**
Operating Expenses:						
51100 · Management	70,000	53,334	8,334	61,668	100,000	100,000
51200 · Operations	56,048	34,156	9,800	43,956	300,000	300,000
51300 · Repairs & Maint	356	1,157	800	1,957	35,000	35,000
51400 · Accounting	8,120	11,668	8,332	20,000	20,000	20,000
51500 · Audit	4,444	-	4,750	4,750	4,750	4,750
51600 · Legal	24,488	11,322	8,000	19,322	25,000	25,000
51700 · Consulting Fees	-	-	-	-	40,000	40,000
51800 · Insurance	3,296	3,299	-	3,299	5,000	5,000
51900 · Membership Dues	1,125	1,177	-	1,177	1,200	1,200
52000 · General & Administrative	2,007	2,006	608	2,614	3,000	3,000
59000 · Contingency	-	-	-	-	10,000	10,000
Total Operating Expenditures	**169,884**	**118,117**	**40,625**	158,742	**543,950**	**543,950**
Capital Projects:						
70110 · CIP - Master Plan	-	12,239	-	12,239	-	-
70120 · CIP - RHR Lower Parking Lot "E"	18,921	-	-	-	-	-
70130 · CIP - RHR Entry Fence/Drive	-	-	-	-	-	-
70140 · CIP - RHR Entry Station/Bldg	-	-	-	-	-	-
70150 · CIP - RHR Entry Road Trail	-	-	-	-	15,000	-
70160 · CIP - RHR Upper Parking Lot	80,150	-	-	-	70,000	-
70170 · CIP - RHR Shade Structure	-	-	-	-	-	-
70180 · CIP - RHR WS Shoreline Dest.	-	-	-	-	126,500	-
70190 · CIP - RHR Trails	84,619	263,475	-	263,475	458,700	-
70200 · CIP - RHR ADA Parking Lot	55,365	-	-	-	-	-
70210 · CIP - RHR ADA Trail Loop	-	-	-	-	-	-
70220 · CIP - RHR South Overlook (3-Adit, Pelican, Pı	-	-	-	-	-	-
70230 · CIP - RHR Upper Lot Picnic	-	-	-	-	-	-
70240 · CIP - RHR Overlook Arrow Point	-	-	-	-	27,500	-
70250 · CIP - RHR Overflow Parking Percy Hess Lot	79,050	-	-	-	20,000	-
70260 · CIP - RHR Camping - Woodstone	-	-	-	-	-	-
70270 · CIP - RHR Camping - Prospectors	-	-	-	-	-	-
70280 · CIP - RHR Concessions	-	-	-	-	-	-
70290 · CIP - N420 Hess Road Trails and Parking Lot	-	-	-	-	100,000	-
70300 · CIP - N420 Rosie Rueter Trails	-	-	-	-	50,000	-
70310 · CIP - N420 Hess Rd Picnic Area	-	-	-	-	-	-
70320 · CIP - N420 R. Rueter Picnic Area	-	-	-	-	-	-
70330 · CIP - N420 Incline Challenge	-	-	-	-	101,750	-
70340 · CIP - N420 Xeriscape Garden	-	-	-	-	-	-
70350 · CIP - N420 Interpretive & Trail Signage	263	-	-	-	20,000	-
70360 · CIP - N420 Archery Facility	-	-	-	-	-	-
70370 · CIP - N420 Trails	-	-	-	-	-	-
70380 · CIP - N420 Sledding Hill	-	-	-	-	-	-
70390 · CIP - RHR Fish Stocking	3,600	-	-	-	50,000	-
70400 · CIP - Other Rec Improvements	41,574	3,372	-	3,372	95,000	-
70900 · CIP - Contingency - Capital	-	-	-	-	300,000	-
Total Capital Projects Expenditures	**363,542**	**279,087**	**-**	**279,087**	**1,434,450**	**-**
Total Expenditures	**533,425**	**397,204**	**40,625**	**437,828**	**1,978,400**	**543,950**
Revenue in Excess of Expenditures	**375,498**	**490,229**	**(21,900)**	**468,330**	**(1,036,150)**	**417,550**
Fund Balance Beginning of Period	3,315,867	3,691,365	-	3,691,365	3,691,365	4,159,695
Fund Balance End of Period	**3,691,365**	**4,181,595**	**(21,900)**	**4,159,695**	**2,655,215**	**4,577,245**

2023 BUDGET - ASSESSMENT DETAIL

Participants	Ownership	General Assessment	Capital Assessment	Total
Town of Parker	20.000%	70,000	140,000	210,000
City of Lone Tree	20.000%	70,000	30,000	100,000
City of Castle Pines	20.000%	70,000	30,000	100,000
Town of Castle Rock	20.000%	70,000	151,000	221,000
Douglas County	20.000%	70,000	180,000	250,000
TOTAL	**100.00%**	**350,000**	**531,000**	**881,000**

PARKER COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker Road (SH83) Multi-Use Trail (West Side) (CIP21-017) – Contract Modification**

Amount: **$100,000 Addition for a Revised Contract Amount of $2,329,537.20**

Contractor: **Rumler Civil Construction, Inc.**

Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to approve a contract modification with Rumler Civil Construction, Inc., for the Parker Road (SH83) Multi-Use Trail (West Side) (CIP-017) in the amount of $100,000, for a revised contract amount of $2,329,537.20.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town competitively bid and awarded the Parker Road (SH83) Multi-Use Trail project to Rumler Civil Construction, Inc., in June 2021. This project experienced COVID related impacts such as material supply chain issues/delays and labor shortages, which increased the project duration. This resulted in additional traffic control inspection and overhead costs. Additional utility potholing was completed to safely locate utilities along the corridor to limit potential damage that was not anticipated in the project plans. This was due to new utility infrastructure that was installed after the plans were originally assembled. All of these items and circumstances resulted in a need for a $80,000 contract modification, which was approved by the Town Council in June 2022.

Since that time, the ADA ramps that were completed on the southwest corner of Indian Pipe Lane and Parker Road were rejected by CDOT due to the grade exceeding the maximum. During the review, CDOT approved the design. Consequently, the corner work has to be removed and replaced. On the southwest corner of Pine Drive and Parker Road, there were several unforeseen utility conflicts that were not on the plans or located. This resulted in the need for a concrete drainage structure. All of this extra work has resulted in additional traffic control and potholing. A contract modification is needed to adjust the contract amount required to complete this additional project work. The project is nearing completion and is anticipated to be completed within the next month.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

PARKER
COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement – Contract Modification**

Amount: **$50,000 Addition for a Revised Contract Amount of $234,685**

Contractor: **Fellsburg Holt & Ullevig**

Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

This item is to approve a contract modification with Felsburg Holt & Ullevig for the Parker Road (SH83) Multi-Use Trail (West Side) project in the amount of $50,000 for a revised contract amount of $234,685.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved the award for the Parker Road (SH83) Multi-Use Trail (West Side) CIP 21-017 Professional Services Agreement on July 12, 2021, for $114,685 with Felsburg Holt & Ullevig (FHU). The FHU contract is for construction management, inspection and material testing professional services needed for this capital improvement project. The capital improvement project consists of paving a multi-use trail/sidewalk on the west side of Parker Road from just south of Twenty Mile Road to just north of Hess Road.

The project originally had an October 29, 2021 completion date. However, due to COVID related impacts such as material supply chain issues related to procuring lumber, utility conflicts, and labor shortages, Felsburg Holt & Ullevig's construction management, inspection, and testing services were extended. Consequently, the Town Council approved a $70,000 contract modification in March 2022. Since that time, a considerable amount of unforeseen additional work, including removing and replacing ADA ramps and building a concrete drainage structure, has been needed. The additional professional services are estimated at $50,000. A contract modification is needed to revise the existing contract which will result in a revised contract amount of $234,685.

FINANCIAL IMPACT

Funding for this project has been appropriated in the Streets Capital Improvements Projects (301-4310) fund.

STRATEGIC GOAL(S)

SUPPORT AN ACTIVE COMMUNITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

PARKER
COLORADO

Request for Town Council Action

Date:	March 20, 2023
Submitted By:	Jim Gilbert, Deputy Director of Operations John Mounier, Associate Project Manager
Reviewed By:	Michelle Kivela, Town Manager
Title:	**2023 Townwide Resurfacing Program (CIP 23-002)**

Amount:	**$2,185,392.90**
Contractor:	**Brannon Sand & Gravel**
Department:	**Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

This item is for award of a trade contractor agreement with Brannon Sand & Gravel for the 2023 Townwide Resurfacing Program for $2,185,392.90. This contract and the associated work is critical in ensuring the Town's roadway pavement service life.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publically opened competitive bids on February 14, 2023, for the 2023 Townwide Resurfacing Program (CIP 23-002). This program will include rotomilling and overlaying existing asphalt roadways on Chambers Road and Canterberry Parkway.

The Town of Parker received seven (7) sealed bids from contractors, with Brannon Sand & Gravel being the lowest responsible bidder. Brannon Sand & Gravel has performed as a prime contractor and completed several projects in the past with the Town of Parker. Therefore, staff recommends moving forward with this contract award.

The bids were as follows:

1)	Brannon Sand & Gravel	$2,185,392.90
2)	Holcim	$2,502,165.00
3)	Martin Marietta Materials	$2,581,892.86
4)	Alpine Civil	$2,637,000.00
5)	Schmidt Construction	$2,682,282.25
6)	Elite Surface Infrastructure	$2,941,648.25
7)	Ashpalt Specialites	$3,300,140.50
	Engineer's Estimate	$2,300,000.00

FINANCIAL IMPACT

Funding for this program has been appropriated in the 2023 FY Budget from the Public Works/Streets Division repair and maintenance (R & M) account 101-4310-3446. No other impacts are anticipated.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

PARKER
COLORADO

Request for Town Council Action

Date:	March 20, 2023
Submitted By:	Jim Gilbert, Deputy Director of Operations John Mounier, Associate Project Manager
Reviewed By:	Michelle Kivela, Town Manager
Title:	**2023 Townwide Preservation Program (CIP23-003)**
	Amount: **$2,277,197.47**
	Contractor: **Vance Brothers, Inc**
	Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

This item is for award of a trade contractor agreement with Vance Brothers, Inc. for the 2023 Townwide Preservation Program (CIP 23-003) in the amount of $2,277,197.47. This contract and the associated work is a key element of the Town's Roadway Maintenance Program to ensure the expected service life of our pavement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publicly opened competitive bids on February 27, 2023 for the 2023 Townwide Preservation Program (CIP 23-003). This program will include asphalt patching, pavement markings and slurry-seal application to residential roadways throughout the Town of Parker.

The Town of Parker received two (2) sealed bids from contractors, with Vance Brothers, Inc. being the lowest responsible bidder. Staff recommends moving forward with this contract award. The bids were as follows:

1)	Vance Brothers, Inc.	$2,277,197.47
2)	A-1 Chipseal Company	$2,706,564.07
	Engineer's Estimate	$2,300,000.00

FINANCIAL IMPACT

Funding for this annual maintenance program has been appropriated in the 2023 Engineering and Public Works/Streets Division Repair and Maintenance (R&M) general fund account (101-4310-3446).

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

PARKER
COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Rhonda Willey, Controller

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.567.1 - Second Reading**
A Bill for an Ordinance to Adopt the 2023 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: **Finance, Rhonda Willey**

EXECUTIVE SUMMARY

This item is a revision to the 2023 annual budget. Details of the revision are included in Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year are submitted to Council for consideration several times per year, as needed.

Adjustments fall into two categories: carryovers and supplemental amendments. Carryovers are the reappropriation of unspent, budgeted funds from the prior year into the current year. They include multi-year capital projects for which the full project cost is budgeted in the first year. Supplemental amendments consist of additional or new appropriation requests that were not anticipated at the time the budget was developed.

Section 9.12 of the Parker Home Rule Charter provides the authority under which these adjustments may occur. In the case of carryover requests, the available cash from the previous year is the source of funding. For supplemental amendments, new revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	$369,500	$2,569,682	$2,939,182	$67,000	$2,872,182
Parks and Recreation Fund	30,000	4,699,079	4,729,079	-	4,729,079
Cultural Fund	-	76,125	76,125	-	76,125
Recreation Fund	120,015	383,461	503,476	142,191	361,285
Public Improvements Fund	350,000	24,846,342	25,196,342	350,000	24,846,342
Capital Renewal and Replacement Fund	-	257,085	257,085	-	257,085
Stormwater Fund	350,000	6,307,109	6,657,109	-	6,657,109
Fleet Services Fund	-	933,860	933,860	-	933,860
Information Technology Fund	-	5,550	5,550	-	5,550
Total all funds	$1,219,515	$40,078,293	$41,297,808	$559,191	$40,738,617

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.567.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.567.1 on second reading.

ORDINANCE NO. __1.567.1__, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2023 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The 2023 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, 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. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2023.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2023.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Kristin Hoffmann, Town Attorney

Town of Parker **Exhibit A**

2023 Revised Budget Ordinance 1.567.1

1st Reading	March 6, 2023	
2nd Reading	March 20, 2023	

	Revision	2023 Revised Budget
General Fund		
Beginning fund balance (unaudited)		$ 24,156,638
Revenue		78,373,153
Revenue revision	67,000	67,000
Total revised revenue		78,440,153
Total available		102,596,791
Expenditures		72,189,025
2023 Carryover	2,569,682	
Supplemental appropriation	369,500	
Total expenditure revision		2,939,182
Total revised expenditures		75,128,207
Ending fund balance		$ 27,468,584
Parks and Recreation Fund		
Beginning fund balance (unaudited)		$ 21,237,779
Revenue		12,722,980
Revenue revision	-	-
Total revised revenue		12,722,980
Total available		33,960,759
Expenditures		12,696,545
2023 Carryover	4,699,079	
Supplemental appropriation	30,000	
Total expenditure revision		4,729,079
Total revised expenditures		17,425,624
Ending fund balance		$ 16,535,135

Town of Parker **Exhibit A**

2023 Revised Budget Ordinance 1.567.1

1st Reading	March 6, 2023
2nd Reading	March 20, 2023

	Revision	2023 Revised Budget
Cultural Fund		
Beginning fund balance (unaudited)		$ 2,491,143
Revenue		5,961,545
Revenue revision	-	-
Total revised revenue		5,961,545
Total available		8,452,688
Expenditures		6,558,738
2023 Carryover	76,125	
Supplemental appropriation	-	
Total expenditure revisions		76,125
Total revised expenditures		6,634,863
Ending fund balance		$ 1,817,825
Recreation Fund		
Beginning fund balance (unaudited)		$ 3,241,295
Revenue		10,193,700
Revenue revision	142,191	142,191
Total revised revenue		10,335,891
Total available		13,577,186
Expenditures		10,504,552
2023 Carryover	383,461	
Supplemental appropriation	120,015	
Total expenditure revisions		503,476
Total revised expenditures		11,008,028
Ending fund balance		$ 2,569,158

Town of Parker **Exhibit A**

2023 Revised Budget Ordinance 1.567.1

1st Reading	March 6, 2023	
2nd Reading	March 20, 2023	

	Revision	2023 Revised Budget
Public Improvements Fund		
Beginning fund balance (unaudited)		$ 58,320,679
Revenue		25,518,895
Revenue revision	350,000	350,000
Total revised revenue		25,868,895
Total available		84,189,574
Expenditures		44,900,000
2023 Carryover	24,846,342	
Supplemental appropriation	350,000	
Total expenditure revisions		25,196,342
Total revised expenditures		70,096,342
Ending fund balance		$ 14,093,232
Capital Renwal and Replacement Reserve Fund		
Beginning fund balance (unaudited)		$ 51,888,511
Revenue		2,660,000
Revenue revision	-	-
Total revised revenue		2,660,000
Total available		54,548,511
Expenditures		8,000,000
2023 Carryover	257,085	
Supplemental appropriation	-	
Total expenditure revisions		257,085
Total revised expenditures		8,257,085
Ending fund balance		$ 46,291,426

Town of Parker **Exhibit A**

2023 Revised Budget Ordinance 1.567.1

1st Reading	March 6, 2023	
2nd Reading	March 20, 2023	

	Revision	2023 Revised Budget
Stormwater Utility Fund		
Beginning fund balance (unaudited)		$ 8,567,529
Revenue		8,612,300
Revenue revision	-	-
Total revised revenue		8,612,300
Total available		17,179,829
Expenditures		9,468,073
2023 Carryover	6,307,109	
Supplemental appropriation	350,000	
Total expenditure revisions		6,657,109
Total revised expenditures		16,125,182
Ending fund balance		$ 1,054,647
Fleet Services Fund		
Beginning fund balance (unaudited)		$ 3,606,906
Revenue		3,441,990
Revenue revision	-	-
Total revised revenue		3,441,990
Total available		7,048,896
Expenditures		3,424,261
2023 Carryover	933,860	
Supplemental appropriation	-	
Total expenditure revisions		933,860
Total revised expenditures		4,358,121
Ending fund balance		$ 2,690,775

Town of Parker **Exhibit A**

2023 Revised Budget Ordinance 1.567.1

1st Reading March 6, 2023

2nd Reading March 20, 2023

	Revision		2023 Revised Budget
Technology Management Fund			
Beginning fund balance (unaudited)		$	1,309,706
Revenue			5,209,383
Revenue revision	-		-
Total revised revenue			5,209,383
Total available			6,519,089
Expenditures			5,175,483
2023 Carryover	5,550		
Supplemental appropriation	-		
Total expenditure revisions			5,550
Total revised expenditures			5,181,033
Ending fund balance		$	1,338,056

Town of Parker **Exhibit A**

Summary of Revisions to 2023 Budget Ordinance 1.567.1

1st reading 03/06/2023

2nd reading 03/20/2023

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 369,500	$ 2,569,682	$ 2,939,182	$ 67,000	$ 2,872,182
Parks and Recreation Fund	30,000	4,699,079	4,729,079	-	4,729,079
Cultural Fund	-	76,125	76,125	-	76,125
Recreation Fund	120,015	383,461	503,476	142,191	361,285
Public Improvements Fund	350,000	24,846,342	25,196,342	350,000	24,846,342
Capital Renewal and Replacement R	-	257,085	257,085	-	257,085
Stormwater Fund	350,000	6,307,109	6,657,109	-	6,657,109
Fleet Services Fund	-	933,860	933,860	-	933,860
Information Technology Fund	-	5,550	5,550	-	5,550
Total all funds	$ 1,219,515	$ 40,078,293	$ 41,297,808	$ 559,191	$ 40,738,617

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2023 Budget Ordinance 1.567.1
1st reading 03/06/2023
2nd reading 03/20/2023

Expenditures

General Fund	
Police Department LEAF supplies	500
Parks tree grant program - increase in offerings in 2023	19,000
Transfer to Capital Projects Fund for O'Brien Park streetscape project	350,000
Total General Fund expenditure supplemental revision	**$369,500**
Parks and Recreation Fund	
Refund of escrow booked incorrectly in 2008	30,000
Total Parks and Recreation Fund expenditure supplemental revision	**$30,000**
Recreation Fund	
Day Camp and Preschool expenditures related to the Childcare Stabilization and Workforce Sustainability Grant	120,015
Total Recreation Fund expenditure supplemental revision	**$120,015**
Public Improvements Fund	
O'Brien Park streetscape project increased in scope	350,000
Total Public Improvements Fund expenditure supplemental revision	**$350,000**
Stormwater Utility Fund	
Restoration of aging metal culvert in the Jordan Tributary and Detention pond project	350,000
Total Stormwater Utility Fund expenditure supplemental revision	**$350,000**
Total expenditure supplemental revision	**$1,219,515**

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2023 Budget Ordinance 1.567.1
1st reading 03/06/2023
2nd reading 03/20/2023

Revenues

General Fund	
Police Department seizure fund revenue for drone project in carryovers	67,000
Total General Fund revenue supplemental revision	**$67,000**
Recreation Fund	
Child Care Stabilization and Workforce Sustainability Grant for Day Camp and Preschool program	142,191
Total Recreation Fund revenue supplemental revision	**$142,191**
Public Improvement Fund	
Transfer from General Fund for the O'Brien Park streetscape project	350,000
Total Public Improvement Fund revenue supplemental revision	**$350,000**
Total revenue supplemental revision	**$559,191**

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1
1st reading 03/06/2023
2nd reading 03/20/2023

Description	Amount
General Fund	
Town Clerk Codification of the Land Development Ordinance (LDO)	20,000
Finance Paperless processes - Financial Software project	345,000
Legal Services Furniture: 2 side chairs ordered 2022 - not received	1,240
Community Development Parks Design and Construction Manual	3,813
Community Development Land Development Ordinance - Mapping	29,500
Community Development Master Plan Update	258,120
Community Development Land Development Ordinance	106,480
Community Development Parker and Pine Subarea Plan	12,000
General Govt Buildings & Plant Town Hall Roof Replacement Consultant	24,000
General Govt Buildings & Plant Town Hall Boiler Project	44,788
General Govt Buildings & Plant Town Hall Roof Replacement Membrane	149,000
General Govt Buildings & Plant Town Hall Roof Replacement Metal	200,000
Police Administration Quartermaster Software	12,500
Investigations Side Plates	4,000
Investigations Drone Equipment - Seizure Fund	67,000
Patrol Radio Batteries	3,000
Patrol Radio Batteries	4,000
Patrol Motorcycle Helmets	9,300
Police Station Police Station AV Upgrade	155,000
Public Works Streets Pine Drive/Sulphur Gulch bridge rehabilitation final design	149,000
Public Works Streets Cab and Chassis and Plow Truck	200,000
Engineering Douglas County HCP	2,551
Engineering Vehicles (2)	67,605
Traffic Services sign replacement for Region 4	13,987
Traffic Services Pavement Markings	145,152
Traffic Services PACE Center Lighting Upgrade	16,044
Traffic Services sign replacement for Region 4 - services	30,000
Traffic Services Crash Truck	190,000
Traffic Services 5 Traffic Signal Cabinets	81,220
Traffic Services Miovision detection, FLR replacement	84,787
Traffic Services Pad Locks	26,593
Economic Development Strategic Plan	114,002
Total General Fund carryover revision	**$2,569,682**

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1
1st reading 03/06/2023
2nd reading 03/20/2023

Description	Amount
Parks and Recreation Fund	
Design Guidelines and Construction Specifications	9,540
H2O - Renovation Project	25,000
O'Brien Park Improvements	234,496
Harvie Open Space Plan and Dev	923,003
Newlin Gulch Regional Trail	46,124
High Plains Trail Connection	753,873
Rowley Downs Trail	340,338
Trail Corridor Latigo-Canterberry	949,731
Lemon Gulch Trail	1,416,974
Total Parks and Recreation Fund carryover revision	**$4,699,079**
Cultural Fund	
Replacement of PACE lighting console	45,045
Clover POS for PACE and Schoolhouse concessions	17,510
Schoolhouse Theatre power distribution unit	13,570
Total Cultural Fund carryover revision	**$76,125**
Recreation Fund	
Recreation Center - Camera System Upgrades	37,000
Recreation Center - PA System	20,000
Fieldhouse RTU	150,000
Fieldhouse - Security Upgrades	10,461
Fieldhouse - Camera System Upgrades	42,000
Fieldhouse - Curtain Replacement	14,000
Day Camp - Transportation Equipment	110,000
Total Recreation Fund carryover revision	**$383,461**

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1
1st reading 03/06/2023
2nd reading 03/20/2023

Description	Amount
Public Improvement Fund	
Traffic Control Signal-Parkglenn/Parker Road	601,070
Traffic Control Redundant Fiber Optics Upgrade	224,850
Traffic Control Signal - Jordan/Parkerhouse	521,095
Traffic Control Parker Road Responsive Signal System	712,462
Traffic Control Signal-Chambers/Crowfoot/Bayou Gulch	359,899
Traffic Control Signal-Motsenbocker/French Creek	75,000
Traffic Control Signal-Chambers/Red Sky	491,569
Traffic Control Signal-Jordan/Cedar Gulch	60,000
Highway & Streets Cap Projects Street Reconstruction Projects	40,000
Highway & Streets Cap Projects Sidewalk Gap Closures	50,605
Highway & Streets Cap Projects Roadway Safety Enhancements	141,870
Highway & Streets Cap Projects Parker Road Sidewalk Project	104,000
Highway & Streets Cap Projects Town-Wide Sign Program	115,477
Highway & Streets Cap Projects Jordan Road Widening - To Hess Road	6,700
Highway & Streets Cap Projects Medians & Entryways	290,000
Highway & Streets Cap Projects Lincoln Widening - Keystone to Parker Road	1,480,805
Highway & Streets Cap Projects Hess - Motsenbocker Projects	147,235
Highway & Streets Cap Projects North Parker Road Improvements	4,844,699
Highway & Streets Cap Projects SW Parker Road & Mainstreet	74,900
Highway & Streets Cap Projects Jordan Rd-Newlin Gulch	97,096
Highway & Streets Cap Projects Parker Road Sidewalk - Village Inn to Sulphur Gulch	403,270
Highway & Streets Cap Projects Motsenbocker Widening - Clarke Farms to Todd Drive	5,400
Highway & Streets Cap Projects Cottonwood Drive Widening - Jordan to Cherry Creek	550,142
Highway & Streets Cap Projects J Morgan Extension	37,700
Highway & Streets Cap Projects Kings Point Way	178,298
Highway & Streets Cap Projects Parker Road/20-Mile/E-470 Mobility	424,800
Highway & Streets Cap Projects Dransfeldt Ext-South of 20-Mile	1,529,744
Highway & Streets Cap Projects Pikes Peak Drive Sidewalk Improvement	200,000
Highway & Streets Cap Projects Pikes Peak Avenue	550,000
Highway & Streets Cap Projects Power Line Undergrounding	605,400
Urban Renewal Projects Mainstreet Safety & Circulation	47,871
Urban Renewal Projects Mainstreet Beautification	127,214
Urban Renewal Projects South Edge O'Brien Park/Mainstreet	525,151
Urban Renewal Projects Twenty-Mile Left Turn Lanes	1,669,093
Urban Renewal Projects Pikes Peak Drive Sidewalks	2,560,282
Urban Renewal Projects Mainstreet North Sidewalks	2,240,031
Urban Renewal Projects Dransfeldt Rd Widening (Pony Express Drive to Mainstreet)	2,795,911
Total Public Improvement Fund carryover revision	**$24,889,639**

Town of Parker **Exhibit A**
Detail of Carryover Revisions to 2023 Budget Ordinance 1.567.1
1st reading 03/06/2023
2nd reading 03/20/2023

Description	Amount
Capital Renewal and Replacement Reserve Fund	
Town Hall Expansion	257,085
Total Capital Renewal and Replacement Reserve Fund carryover revision	**$257,085**
Stormwater Fund	
Annual Water Quality Improvements - Cimarron Detention Pond and Mainstreet Pond at Cherry Creek	242,359
Newlin Gulch	200,000
Jordan Tributary and Detention Pond	74,027
Brandy Gulch at Looking Glass	5,500,000
Clarke Farms Channel and Gulch	290,723
Total Stormwater Fund carryover revision	**$6,307,109**
Fleet Services Fund	
Fleet replacement vehicles (5)	933,860
Fleet Services Fund carryover revision	**$933,860**
Information Technology Fund	
Exchange upgrade	5,550
Total Information Technology Fund carryover revision	**$5,550**
Total carryover revision	**$40,121,590**

PARKER
COLORADO

Request for Town Council Action

Date: March 20, 2023

Submitted By: Mary Colton, Parks and Recreation Director
Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.356 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir By and Between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, the Town of Parker and the Town of Castle Rock

Department: **Parks, Recreation and Open Space, Mary Colton**
Town Attorney, Kelsey Hall

EXECUTIVE SUMMARY

The Rueter-Hess Recreation Authority desires to transition the coordination of administrative recreational functions at the Rueter-Hess Reservoir (the "Reservoir"), including scheduling, programming day-to-day operations, trail maintenance and patrol, by terminating the existing intergovernmental agreement governing the Reservoir's management and entering into a new intergovernmental agreement that names Douglas County as the "Managing Jurisdiction". This new intergovernmental agreement dissolves the current Rueter-Hess Recreation Authority and replaces it with an "Advisory Board".

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2015, the Town entered into an intergovernmental agreement with the City of Castle Pines, Douglas County, Parker Water and Sanitation District, the City of Lone Tree, and the Town of Castle Rock to establish the Rueter-Hess Recreation Authority (the "Authority IGA"), which collectively funded and managed recreation activities and related improvements at the Reservoir. Since then, a few of the agencies have shared administrative responsibilities, which has resulted in inconsistencies, public confusion, and limited access to the Reservoir.

Consequently, the Rueter-Hess Recreation Authority Board members and the Douglas County Managers Group agreed that increased public access to water and land-based recreation was a high priority and transitioning the management and coordination to Douglas County was the best path forward. This would be accomplished by terminating the existing Authority IGA and entering into a new intergovernmental agreement that clarifies the role of Douglas County as the Managing Jurisdiction, which has the power to enter into contracts, hire staff, and expend the funds contributed by the member jurisdictions in order to carry out the Reservoir's Master Plan, including its recreation functions. The new intergovernmental agreement would also transition the role of the Recreation Authority into an advisory board, which makes recommendations on the recreational uses and capital projects funded by the member jurisdictions.

The Town of Parker plans to continue with an annual contribution of $210,000 for capital improvements at this time.

FINANCIAL IMPACT

$210,000 in 2023

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.356

RECOMMENDED MOTION

I move to approve Ordinance No. 9.356 on second reading.

ORDINANCE NO. __9.356__, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT DISSOLVING THE RUETER-HESS RECREATION AUTHORITY AND ESTABLISHING THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS THE MANAGING JURISDICTION OF RECREATION OPERATIONS AND MANAGEMENT AT RUETER-HESS RESERVOIR BY AND BETWEEN PARKER WATER AND SANITATION DISTRICT, DOUGLAS COUNTY, CITY OF CASTLE PINES, CITY OF LONE TREE, THE TOWN OF PARKER AND THE TOWN OF CASTLE ROCK

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management a Rueter-Hess Reservoir by and between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, Town of Parker, and Town of Castle Rock, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, 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. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2023.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2023.

____
Jeff Toborg, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Kristin Hoffmann, Town Attorney

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT
DISSOLVING THE RUETER-HESS RECREATION AUTHORITY
AND ESTABLISHING THE DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
AS THE MANAGING JURISDICTION OF RECREATION
OPERATIONS
AND MANAGEMENT AT RUETER- HESS RESERVOIR**

This INTERGOVERNMENTAL AGREEMENT DISSOLVING THE RUETER-HESS RECREATION AUTHORITY AND ESTABLISHING THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS THE MANAGING JURISDICTION OF RECREATION OPERATIONS AND MANAGEMENT AT RUETER-HESS RESERVOIR (the "Agreement") is made, entered into as of the _____ day of _____________ 2023, by and between: PARKER WATER AND SANITATION DISTRICT (hereinafter the "District"), a Colorado special district and political subdivision, and political jurisdictions DOUGLAS COUNTY, a Colorado county and political subdivision (the "County"), and the following local municipalities: CITY OF CASTLE PINES, a Colorado municipality ("Castle Pines"), CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree"), TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and TOWN OF CASTLE ROCK ("Castle Rock"), a Colorado home rule municipality, collectively referred to as the "Municipal Members." The District, County and Municiple Members collectively referred to herein as "Parties".

RECITALS

WHEREAS, the District is the owner of certain real property and improvements located in Douglas County known as Rueter-Hess Reservoir; and

WHEREAS, consistent with the District's purpose as a water and sanitation district under Title 32, C.R.S., the primary purpose of Rueter-Hess Reservoir is to provide drinking water and storage to serve the District's customers; and

WHEREAS, pursuant to C.R.S. 32-1-1006(8)(a), a water and sanitation district may also provide park and recreation improvements and services in connection with a water reservoir owned by the district and adjacent land if such improvements and services are not already being provided by another entity with respect to the water reservoir and adjacent land; and

WHEREAS, park and recreation improvements and services are currently being provided by the Reuter-Hess Recreation Authority, a political subdivision of the State of Colorado ("Authority") which was established by that Intergovernmental Agreement dated August 27, 2015, and entered into between the District and the Municipal Members (the "Recreation Authority IGA"); and

WHEREAS, the members of the Rueter-Hess Recreation Authority are all parties to this Agreement, and by entering into this Agreement intend, pursuant to the requirements of the Recreation Authority IGA, to dissolve the Authority as further provided in this Agreement; and

WHEREAS, the Douglas County Board of County Commissioners as the Managing Jurisdiction of recreation will effect the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at Rueter-Hess Reservoir; and

WHEREAS, the District, County, and Municipal Members desire to plan, develop and provide recreational uses and amenities around Rueter-Hess Reservoir for the benefit of the County and Municipal Members, their constituents and the public, provided that the recreational activities and related improvements do not interfere with the primary purpose of Rueter-Hess Reservoir as determined by the District; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., permits and encourages governments to make the most efficient and effective use of their authority and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article I of Title 29, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, it would be in the best interest of all of the Parties to participate collectively in the planning, development, financing, construction and operation of recreational uses, improvements and facilities at Rueter-Hess Reservoir.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District, the County, and Municipal Members agree as follows:

SECTION 1: ESTABLISHING DOUGLAS COUNTY AS THE MANAGING JURISDICTION

1.1 Purpose. The purpose of establishing the County as the Managing Jurisdiction is to centralize the ongoing implementation of the Rueter-Hess Reservoir Recreation Master Plan, as amended, and the development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at Rueter-Hess Reservoir (the "Project").

1.2 Termination of Recreation Authority IGA. Pursuant to Section 7.2 of the Recreation Authority IGA, the Parties to this Agreement agree to terminate the Recreation Authority IGA and thereby dissolve the Authority effective as of December 31, 2023 or earlier upon completion by the Authority of the transfer of all Authority property, equipment, applicable agreements, funds on hand or facilities owned by the Authority to the Managing Jurisdiction and completion of all statutory requirements, which shall be completed as soon as reasonably possible after the date of full execution of this Agreement (the "Effective Date"). Written notice of the Effective Date shall be delivered to all Parties.

1.3 Establishment. As of the Effective Date, the District, County, and Municipal Members establish the Douglas County Board of County Commissioners as the Managing Jurisdiction (the "Managing Jurisdiction") of the Project and by and through their respective representatives on the Authority board of directors agree to take the necessary actions to effectuate the actions set forth in section 1.2 hereof.

1.4 Project Subordinate to District Functions. The Project shall be subordinate to the primary duty of the District to provide water and sanitation services to its customers, and consent of the District, which may be granted or withheld in the District's sole discretion, shall be required for all review and approve any water-based recreational activity and improvements at Rueter-Hess Reservoir.

SECTION 2: POWERS AND RESPONSIBILITIES OF THE MANAGING JURISDICTION

2.1 Authority and Responsibility. The District and Municipal Members agree that the Douglas County Board of County Commissioners as the Managing Jurisdiction shall be empowered with the authority to plan, design, improve, construct, maintain, repair, control, regulate and operate the Project for the use and benefit of the the Parties, their constituents and the public, including the authority to:

- Approve the recommended budget as set forth in Section 4.3.
- Make budgetary decisions to operate, maintain, and offer programming as described in the Master Plan. If changes to the approved budget become warranted, the Managing Jurisdiction will inform the Advisory Board, in writing, why the change is necessary.
- Contract and purchase all necessary supplies, equipment, materials, and services, including professional services, to develop and operate the Project.
- Employ agents and employees as deemed necessary to operate the Project.
- Plan, manage and operate recreational programs for the Parties, their constituents, and the public.
- Plan, manage, and conduct maintenance operations of recreational assets.
- Fix, maintain, and revise fees, rents, security deposits, and charges for functions, services or facilities for recreational opportunities provided at Rueter-Hess Reservoir.
- Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service.
- Incur debts, liabilities, or obligations.
- Adopt regulations respecting the exercise of its authority and the carrying out of its purposes.
- Exercise any other authority that is essential to the provision of functions, services, or facilities by the Managing Jurisdiction and that are specified in this Agreement.

2.2 Rueter-Hess Reservoir Recreation Master Plan. The Managing Jurisdiction shall be responsible for updating and coordinating implementation of the Rueter-Hess Reservoir Recreation Master Plan, attached hereto as Exhibit A (the "Master Plan") and made a part hereof.

2.3 Subject to District Approval. The Managing Jurisdiction's authority granted to it by this Agreement is subordinate to the primary purpose of Rueter-Hess Reservoir to provide drinking water and storage, and the District may reject any activities or improvements at Rueter-Hess Reservoir authorized under this Agreement if the District determines, in its sole discretion, that such activities or improvements will interfere with the District's operations.

SECTION 3: CREATION OF RUETER-HESS RESERVOIR RECREATION ADVISORY BOARD

3.1 Creation of Rueter-Hess Reservoir Recreation Advisory Board. There is hereby created the Rueter-Hess Reservoir Recreation Advisory Board (the "Advisory Board").

3.2 Members of the Rueter-Hess Reservoir Recreation Advisory Board. Members of the initial Rueter-Hess Recreation Authority Board shall be those Parties executing this Agreement and as described in Section 3.3 below ("Advisory Board Members").

3.3 Composition of Rueter-Hess Reservoir Recreation Advisory Board. The Advisory Board shall be comprised of six representatives: one representative of the District, one from the Managing

Jurisdiction, and one from each Municipal Member. The governing body of each of the Parties shall appoint a representative to the Advisory Board, each representative of whom shall be an elected official or staff member of the jurisdiction. If new municipal members participate in the Project in the future, they shall be represented on the Advisory Board by a designated representative, as detailed herein. If an existing Municipal Member withdraws, then said municipality will lose its representation such that the total number of Advisory Board members shall correspondingly increase or decrease upon the addition or withdrawal of Municipal Member jurisdictions. The Advisory Board shall allow for alternates in the event a regular representative is unable to attend a meeting.

3.4 Terms. There shall be no service limitation on the duration an Advisory Board member may serve on the Advisory Board.

3.5 Compensation. Members of the Advisory Board shall receive no compensation for their services.

3.6 Vacancies. The District, County, and Municipal Members must fill any vacancies from their own jurisdictions.

3.7 No Restriction on Authority of Participants. Nothing herein shall be deemed or construed to restrict, prohibit, or otherwise limit the authority of the District, County or any Municipal Member, and no action of the Advisory Board shall be attributable to the District, County, or a Municipal Member.

3.8 Dissolution of Advisory Board Member. If an Advisory Board Member's jurisdiction is dissolved or otherwise ceases to exist, then either:

i. the plan for dissolution shall contain adequate provisions acceptable to the Advisory Board for the performance of all such Advisory Board Member's obligations to the Advisory Board, or

ii. all such obligations shall be fully paid prior to the effective date of dissolution.

3.9 Benefits of Rueter-Hess Reservoir Recreation Advisory Board Membership. Advisory Board Members' jurisdictions shall be entitled to exclusive day-use of Rueter-Hess Reservoir and its facilities to include: a single weekday and a single weekend day of exclusive use between Memorial Day and Labor Day free-of-charge annually. No exclusive days may be scheduled on the following black-out days: holiday weekends including Mother's Day, Father's Day, Memorial Day, Labor Day, and July 4th; the July 4th holiday (if not on a weekend); and any other Federal holidays. The District, as owner of Rueter-Hess Reservoir, upon reasonable notice to the Managing Jurisdiction, may make exclusive use of any portion of Rueter-Hess Reservoir necessary for its statutorily authorized purposes, provided such use does not interfere with a previously scheduled use of Rueter-Hess Reservoir.

SECTION 4: DUTIES OF RECREATION ADVISORY BOARD MEMBERS

4.1 Bylaws, Code of Conduct, and Policies and Procedures. The Advisory Board shall have the authority to promulgate bylaws, a code of conduct, and policies and procedures which shall establish the organizational rules and policies and procedures for the Advisory Board that are not provided for in this Agreement including, but not limited to, the following: establish the Advisory Board meeting schedule, officer elections and setting term limits, voting, and delegation of administrative functions .

i. Meetings. The Advisory Board shall meet at least monthly.

ii. Officers. The Advisory Board shall elect from its membership a Chairperson and a Vice Chairperson, who shall have the duties set forth in the bylaws of the Rueter-Hess Reservoir Recreation Advisory Board, if any have been adopted. Officers shall be elected for a two-year term and shall serve until their successors have been elected. Any Advisory Board Member may nominate himself or herself or any other Advisory Board Member as a candidate for an office. The officers shall be elected by an affirmative vote of at least a majority of the Advisory Board.

iii. Voting. The Advisory Board shall act only upon a duly executed vote of the Advisory Board Members. Each Advisory Board Member shall cast one vote. A vote of the Advisory Board shall be deemed duly executed if made by a majority of a quorum of the Advisory Board Members. A quorum shall consist of a majority of Advisory Board Members. Proxy voting shall be allowed by alternate representatives designated by an Advisory Board Member.

iv. Delegation of Administrative Functions and Management of Funds. The Advisory Board Members further agree that management of the administrative affairs of the Advisory Board, including, but not limited to, staff support for meetings and agenda preparation, recording of minutes and making of reports, keeping of books, records and accounts and the management shall be undertaken by the Managing Jurisdiction.

4.2 Rueter-Hess Reservoir Recreation Master Plan. Periodically, the Advisory Board shall review the the Master Plan and recommend updates to the Managing Jurisdiction. The Advisory Board shall define in its bylaws the process to review and make said recommendations to the Managing Jurisdiction. No amendment to the Master Plan shall take effect until after approval by the District and the Managing Jurisdiction, which approval shall not be unreasonably witheld.

4.3 Responsibility for Recommending Budget Expenditures. The Advisory Board shall make annual recommendations to the Managing Jurisdiction pertaining to major capital improvement projects and new or expanded recreation programming for the Project as set forth in the Master Plan. Recommendations shall be transmitted in writing to the Managing Jurisdiction after a duly executed vote. The Advisory Board shall define in its bylaws the process to review and make said recommendations to the Managing Jurisdiction. For purposes of clarity, the Managing Jurisdiction is not authorized to spend the appropriated Municipal Member funds in such a way that would constitute a material deviation from the Master Plan

SECTION 5: FUNDING OF PROJECT BUDGET

5.1 Rueter-Hess Reservoir Recreation Advisory Board Municipal Member Contributions. The Municipal Members agree that as of the Effective Date each Municipal Member will annually pay to the Managing Jurisdiction a contribution for the implementation of the Rueter-Hess Reservoir Recreation Master Plan and Project, as set forth in this Section (the “Contribution”). The District shall have no monetary contribution obligation as its contribution is the District’s authorization of the use of Rueter-Hess Reservoir for the Project.

i. Contributions. The amount of each Municipal Member’s annual Contribution obligation is as follows:

City of Lone Tree in the amount of $100,000;

City of Castle Pines in the amount of $100,000;

Town of Castle Rock in the amount of $210,000;
Town of Parker in the amount of $210,000;
Douglas County in the amount of $250,000; and
Newly added Municipal Members, as allowed for in Section 3.3, will pay an amount that is recommend by the Advisory Board and approved by the Board of County Commissioners.

The Contribution amounts set forth in this Section may be changed only by a super-majority (at least three fourths) vote of all Advisory Board Members. Contributions are non-refundable, except as specifically set forth in this Agreement. Contributions shall be used to fund recreation operations, management, programming, and capital improvement projects at Rueter-Hess Reservoir pursuant to the Master Plan and the Project.

ii. Contribution Deadline. The annual Contribution shall be transmitted to the Douglas County Board of County Commissioners no later than March 31st of each calendar year that this Agreement is in effect. The Managing Jurisdiction will deposit all monies into a dedicated Special Revenue Fund with a general ledger for recreation management at Rueter-Hess Reservoir.

iii. Removal/Withdrawal for Failure to Pay Annual Contribution. If a Municipal Member fails to pay its annual Contribution it forfeits its seat on the Board and any benefits accrued thereto and shall automatically be removed as a Municipal Member effective as of the date the annual contribution is due and shall forfeit any claim to funds previously contributed.

iv. Reinstatement of a Municipal Member. The Managing Jurisdiction may reinstate a Municipal Member to the Board upon a written request once the Municipal Member has fulfilled its outstanding obligations if any, including payment of all Contributions due under this Agreement, unless payment of past-due Contributions is waived by a unanimous vote of the Advisory Board.

v. Withdrawal by the Managing Jurisdiction. If the Managing Jurisdiction withdraws from this Agreement, the remaining Muincipal Members may, by a majority vote, designate an alternative entity as the new managing jurisdiction and the County promptly shall transfer the balance of monies in the Special Revenue Fund to the new managing jurisdiction. If no Managing Jurisdiction is designated within ninety (90) days of withdrawal of the Managing Jurisdiction, this Agreement shall terminate, unless the Municipal Members unaminously agree otherwise.

5.2. Appropriations. The annual contribution of funds by the County or any Municipal Member is subject to the annual appropriations of such jurisdiction for such purpose. No debt or multiple fiscal year financial obligation is created by this Agreement.

SECTION 6: MISCELLANEOUS

6.1 Term. This Agreement shall become effective upon its full execution by the Parties and shall renew automatically on January 1st of each year for an additional one-year term until terminated in accordance with the provisions of Section 6.3, below, and subject to the annual appropriation of funds by all Parties. Any future automatic extension of the original term is contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by each of the Parties.

6.2 Amendment. Any Advisory Board Member may propose an amendment to this Agreement in writing and on reasonable notice to all other Advisory Board Members. No proposed amendment shall be effective unless approved by the governing body of each of the Advisory Board Members. Any amendment not so approved shall be void *ab initio*.

6.3 Termination.

i. Termination by the District. The District may terminate this Agreement for cause or for convenience. Cause to terminate exists when another of the Parties materially breaches this Agreement; a law or regulation substantially limits or prohibits the activities contemplated by this IGA because it unduly interferes with the District's operations; or an event occurs which requires substantial effort or funding on the part of the District to remediate, such that it would be unreasonable for the District to resume such activities due to the cost, resources required, or risk of additional substantial interference with District operations. The withdrawal or removal of a Municipal Member to this Agreement pursuant to Section 5.1 shall not constitute cause to terminate. The District may terminate this Agreement for convenience provided it follows the following procedures: (1) the District provides written notice to each Municipal Member and the Managing Jurisdiction that the District's Board of Directors will consider termination at a public meeting to occur no sooner than sixty (60) days from delivery of written notice to each Municipal Member and the Managing Jurisdiction; (2) notice of the public meeting is posted prominently on the District's website at least thirty (30) days prior to the date of the meeting at which the Board will consider terminating the Agreement; (3) the notices required by subsections (1) and (2) shall state that the Board of Directors is considering terminating the Agreement, the date, time, and location of the meeting, and that interested parties may submit written comments prior to the meeting and may attend the meeting to provide comments to the Board of Directors. The District's Board of Directors may only terminate the Agreement for convenience after allowing the Managing Jurisdiction, Municipal Members, and other interested parties to comment at such duly noticed Board meeting and the termination decision shall be made via a public roll-call vote of the District's Board of Directors.

ii. Termination by the Advisory Board. This Agreement may be terminated for any reason by a super-majority (at least three-fourths) of all current Advisory Board Members.

iii. Effect of Termination/Managing Jurisdiction Withdrawal. Except as provided in Section 5.1.v, upon termination or withdrawal by the Managing Jurisdiction, the Managing Jurisdiction will use any existing contributions to pay the cost of the termination or transfer of assets. Any cost for liabilities incurred by the Managing Jurisdiction arising from the termination of this Agreement shall be borne to the extent possible out of the existing contributions. Any unused Contributions will be refunded in the same proportion in which they were made to the Municipal Members as appropriate. Upon the effective date of termination of this Agreement, all authority for recreation operation and management shall revert to the District. The authority granted to the Managing Jurisdiction under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and facilities acquired by the Managing Jurisdiction to fulfill its obligations under this Agreement.

6.4 No Waiver of Governmental Immunity Act. The Parties understand and agree that all Parties, their commissioners, directors, mayors, city councils, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 120, or otherwise available to that jurisdiction.

6.5 Entire Agreement. This Agreement contains the entire agreement between and among the County, the District and the Municipal Members. The Parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Digital signatures to this Agreement shall be acceptable and binding.

6.7 Fair Dealing. The Parties agree that they will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement; provided, however, that nothing herein shall be construed as imposing on the District, the County, or any Municipal Member any greater duty or obligation to any other jurisdiction than that which already exists as a matter of Colorado law.

6.8 No Third-Party Beneficiaries. There are no express or implied third-party beneficiaries of this Agreement. No third party has the right to enforce this Agreement.

6.9 Governing Law and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Colorado and venue for any disputes shall be in Douglas County, Colorado.

6.10 Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

6.11 Headings; Recitals. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated by reference herein.

6.12 Relationship of the Municipal Members. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Municipal Members, and the rights and obligations of the Municipal Members shall be only those expressly set forth in this Agreement.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year above written.

[Remainder of page intentionally left blank — signatures on following page

PARKER WATER AND SANITATION DISTRICT

By:____

Title: ____

ATTEST:

____

[SEAL]

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By:____

Title: ____

ATTEST:

____

[SEAL]

TOWN OF PARKER

By:____

Jeff Toborg, Mayor

ATTEST:

____

Chris Vanderpool, Town Clerk

[SEAL]

APPROVED AS TO FORM:

____

Kristin Hoffmann, Town Attorney

TOWN OF CASTLE ROCK

ATTEST:	**TOWN OF CASTLE ROCK**
______________________________	______________________________
Lisa Anderson, Town Clerk	David L. Corrliss, Town Manager
Approved as to form:	**Approved as to content:**
______________________________	______________________________
Michael J. Hyman, Town Attorney	Jeff Brauer, Director of Parks and Recretion

CITY OF CASTLE PINES

By:____

Title: ____

ATTEST:

____

[SEAL]

CITY OF LONE TREE

By:____

Title: ____

ATTEST:

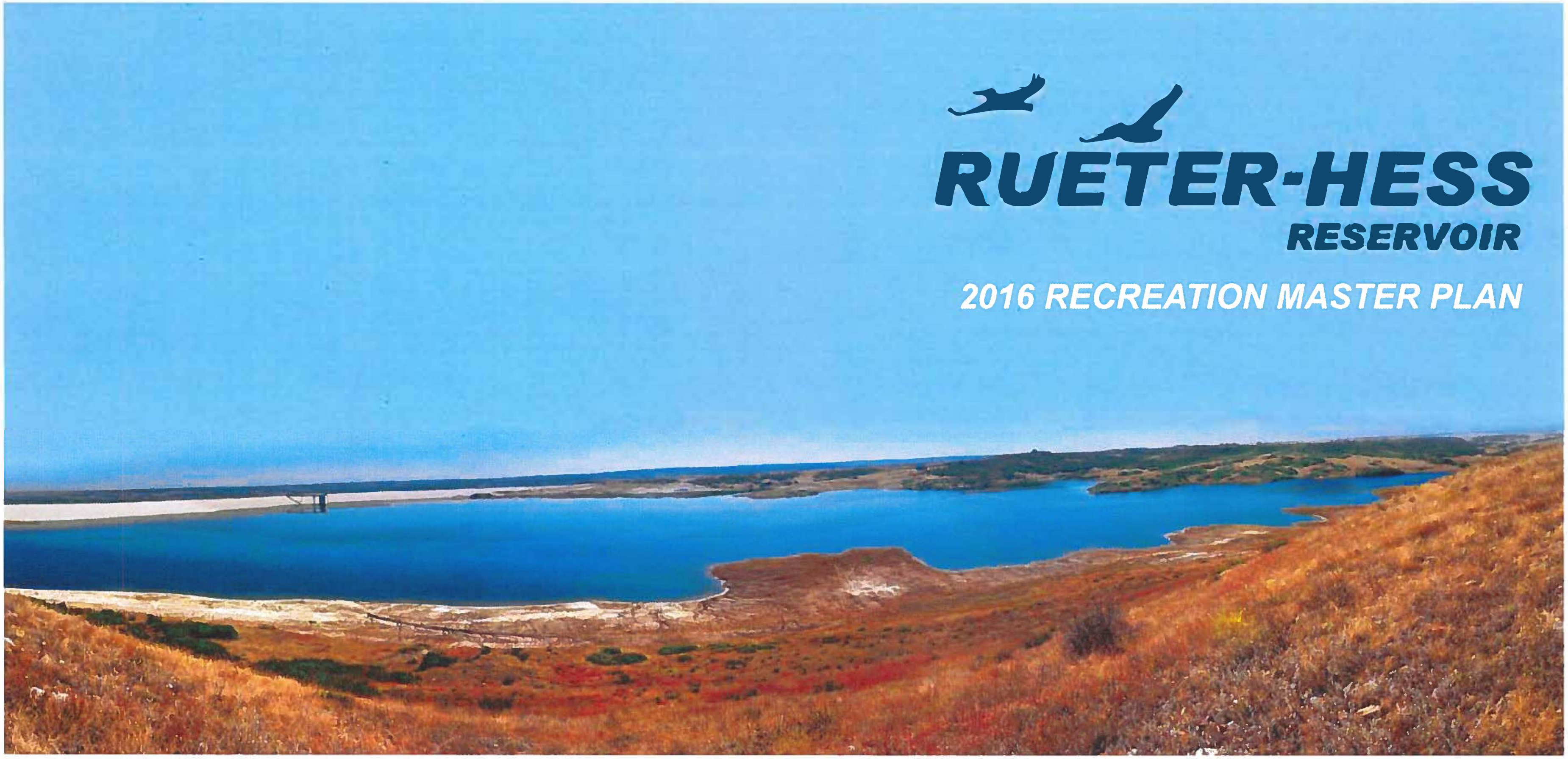
____

[SEAL]

EXHIBIT A

RUETER-HESS RESERVOIR RECREATION MASTER PLAN

EXHIBIT A



ACKNOWLEDGEMENTS

RUETER-HESS RESERVOIR RECREATION AUTHORITY

Susan Saint Vincent (Chair) - Parker Water & Sanitation District
Jim Cleveland (Vice Chair) - Town of Parker
John Cotten (Secretary/Treasurer) - City of Lone Tree
Jeff Brauer - Town of Castle Rock
Randy Burkhart - Douglas County
Brad Meyering - City of Castle Pines

PARKER WATER & SANITATION DISTRICT BOARD

Darcy Beard, Board Chair
Bill Wasserman, Vice Chair
Kelly McCurry, Secretary
Merlin Klotz, Director
Dale Reiman,Treasurer

CONSULTANT TEAM

Wenk Associates, Inc. (Lead Consultant), Landscape Architecture & Planning
Zoeller Consulting, Public Outreach
BBC Research & Consulting, Cost Recovery


Looking west over Rueter-Hess Reservoir

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PROJECT INTRODUCTION

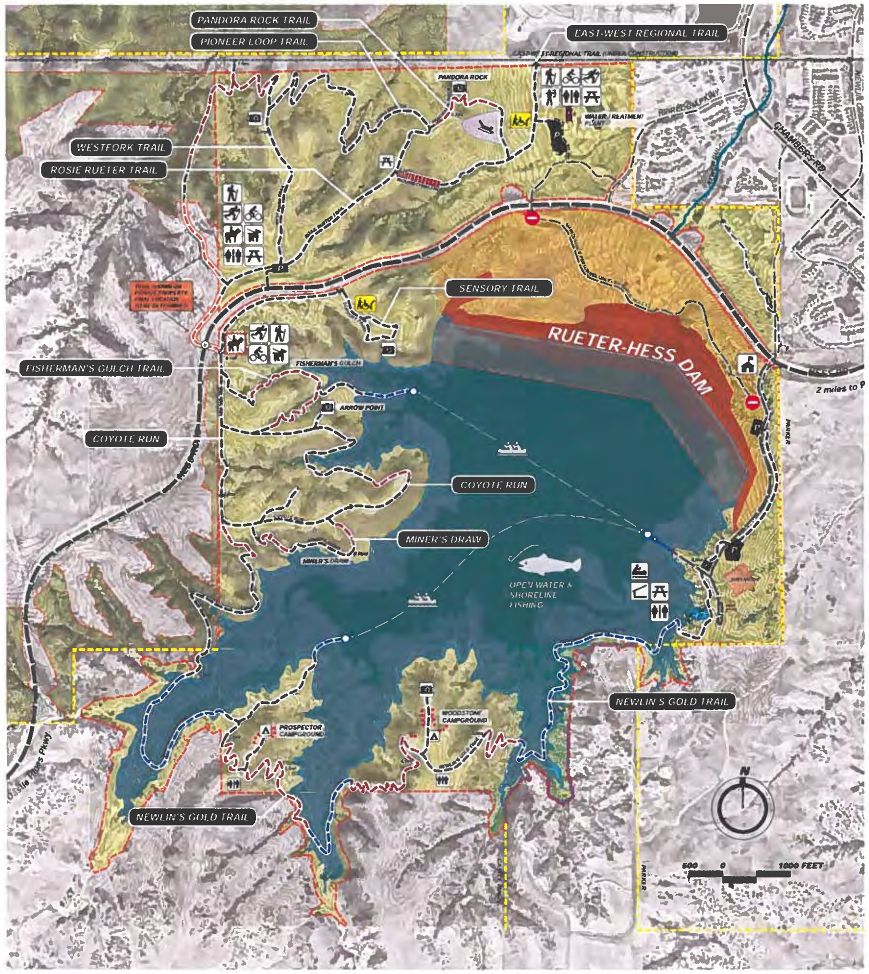
Rueter-Hess Reservoir (RHR) is nestled in the sandstone-rimmed bluffs and Gambel Oak valleys of north eastern Douglas County. Abundant in history and rugged landscape, the reservoir resides on the property owned by ***Parker Water and Sanitation District (PWSD)***. It is an invaluable water resource to residents in Douglas County and people of the greater Front Range of Colorado. It is located on Hess Road, one mile east of I-25 at the Castle Pines Parkway exit 188, and three miles west of Parker Road.

Numerous archaeological artifacts were discovered during the reservoirs' construction that provides evidence of a long history of human inhabitation of the land dating back 9,000 years. Native and immigrant settlers of the region relied on the land for their livelihood from hunting to mining gold to homesteading and ranching.

Although the ranching community of Douglas County still thrives on the land, continual growth of adjacent developments and an influx of people moving to the region has increased the demand for water.

As stewards of the land and community, it is the wish of PWSD and its' local partners to preserve this land as a resource and to educate visitors about the history of RHR, Newlin Gulch Tributary, and the region to ensure that it continues to be a sanctuary for wildlife and to respect its' important heritage. Jointly, the reservoir will serve as a unique recreational destination to accommodate a broad range of communities and adventure seekers from near and far.

Outstanding local participation in the reservoir's recreation master planning process has resulted in a preferred concept for the property's outdoor recreational and educational opportunities. Upon the reservoir opening, the public will be invited to experience what the land has to offer through



exploring trails, engaging with the water, and learning in an environment dedicated to providing healthy habitats and a clean water supply. The plan includes places to take an archery class, learn to canoe, and identify native plant and animal species on an accessible prairie walk. Visitors can connect with local history throughout the property via trails and signage. Whether it is on cross-country skis, the incline challenge or the sledding hill, people visiting the property will have a way to interact with their community and enjoy the outdoors year-round.

The RHR Recreation Master Plan is intended to be a flexible plan and document. Development is continuing around the reservoir property. Program elements may adjust based on available funding and community trends and needs.

The community must remain involved in protecting this land and educating generations to come about the reservoir and adjacent lands' rich history, unique outdoor space, and preserved native environment while securing a valuable water future.

Preferred Concept Plan

EXISTING CONDITIONS + SITE ANALYSIS

Existing Conditions

An environmental impact statement and 404 permit was established for the property as part of the construction of the reservoir. The permit allows permanent recreation facilities on the east side of the reservoir as well as north of Hess Road. The west side of the reservoir is restricted to soft surface trails and activities that don't impact the wildlife and natural character of the site.

Fishing will be allowed around the reservoir. The PWSD began stocking the reservoir in 2014.

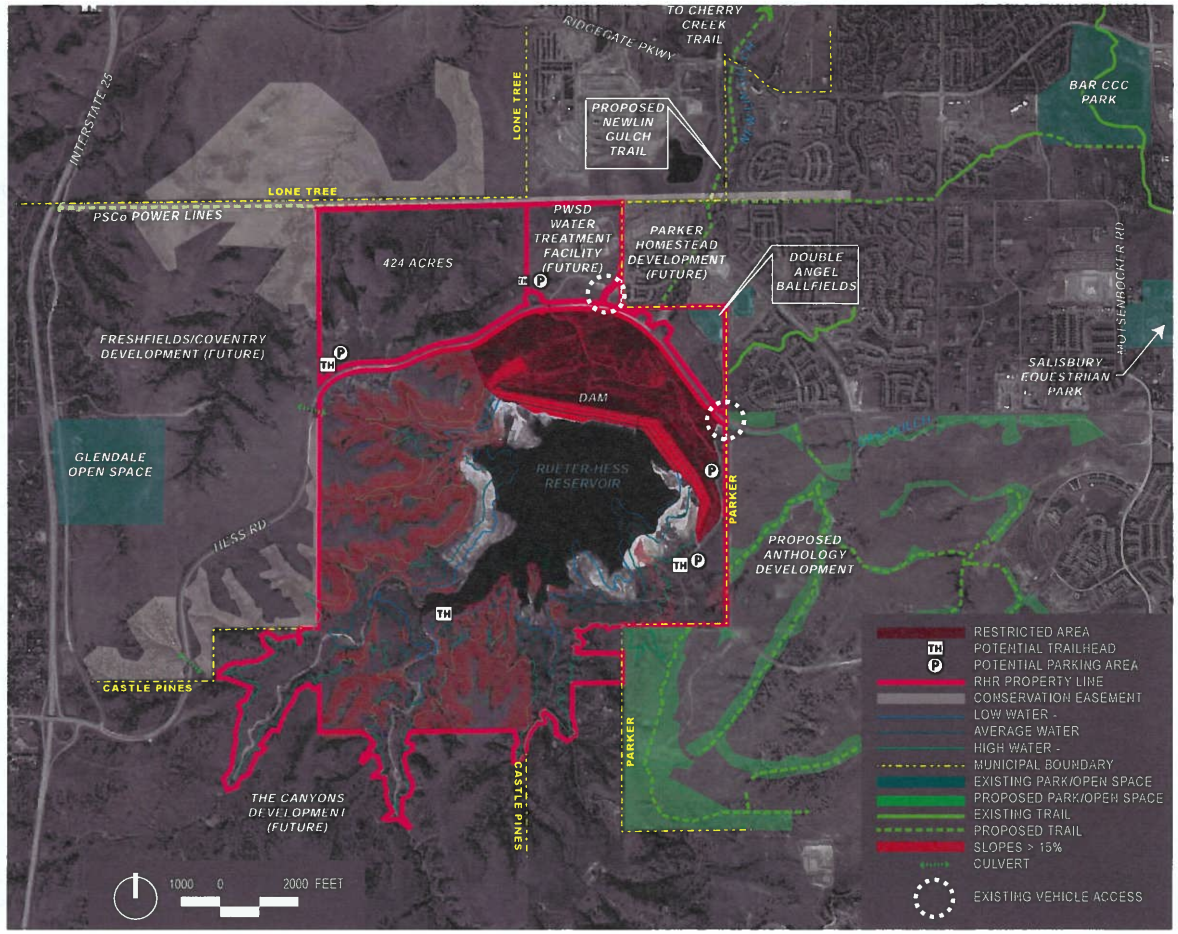
Based on the restrictions on the site, the property can be broken up into two distinct zones; the property surrounding the reservoir south of Hess Road and the 425 acres located north of Hess Road. These two zones have different potentials for recreation based on protection of the reservoir's water quality.

For the property surrounding the reservoir, it is critical that considerations for water quality be a top priority. Protecting the reservoir's sensitive infrastructure from threats like vandalism, Zebra Mussel infestation, water contamination by human and animal waste are major concerns when developing a public recreational amenity central to a drinking water source.

In addition to protecting the reservoir's infrastructure and water quality, design of trails, community gathering spaces, and permanent infrastructure is also dependent the fluctuating water levels of the reservoir. Currently the reservoir is approximately 33% full. In the future, if the reservoir reaches its maximum capacity, the shoreline could come within one to two hundred feet of the property line. This may cause challenges with building and maintaining trails on the property that could eventually become submerged as the water line rises.

The 425 acres north of Hess Road, which provides more land space, has potential to include amenities that wouldn't be allowed around the reservoir, such as equestrian use or higher active uses.

Preparing the site to withstand degradation in the coming years of potentially heavy usage is key. Adjacent development parcels such as the Freshfields and Coventry Development (north), The Canyons Development (south) and the Anthology Development (east) will bring large numbers of housing and people that will cause wear and tear



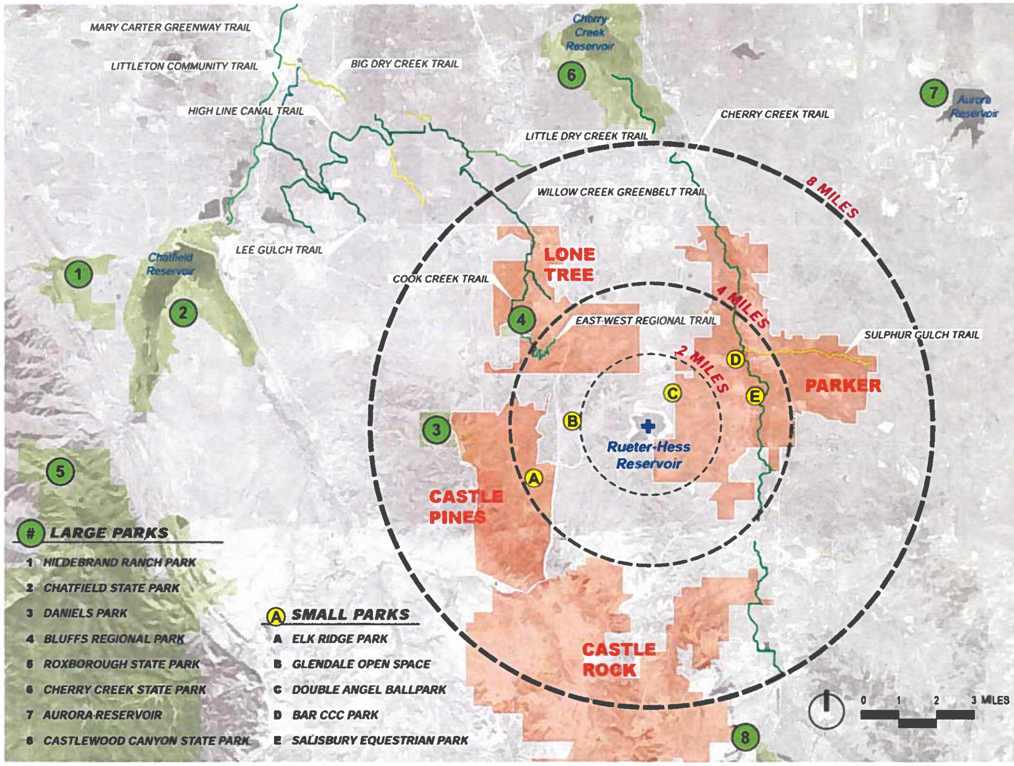
EXISTING CONDITIONS

on the property. Limiting user access to a few maintained and staffed entrances will help protect the valuable resources found at Rueter-Hess while remaining available to the public for learning and recreation.

Water Resource

The reservoir's location makes it very easy to access as a regional amenitiy. The Town of Parker, the Town of Castle Rock, the City of Lone Tree, the City of Castle Pines, Douglas County and PWSD make up the six regional partners contributing to the water storage and the potential recreation components.

Chatfield Reservoir, Cherry Creek Reservoir, and Aurora Reservoir are the closest nearby large bodies of water providing recreation uses to the front range. Rueter-Hess Reservoir is unique to many other reservoirs in Colorado in that there is no moving body of water consistently running through the reservoir, such as a river. In contrast, water is pumped into Rueter-Hess Reservoir from various sources – and in turn, water is taken out of the reservoir for immediate processing through the District's water purification facility. Because of this, protecting the District's water quality from zebra mussels or invasive plant materials is essential.



CONTEXT MAP

CURRENT ADJACENT RESERVOIR COMPARISONS

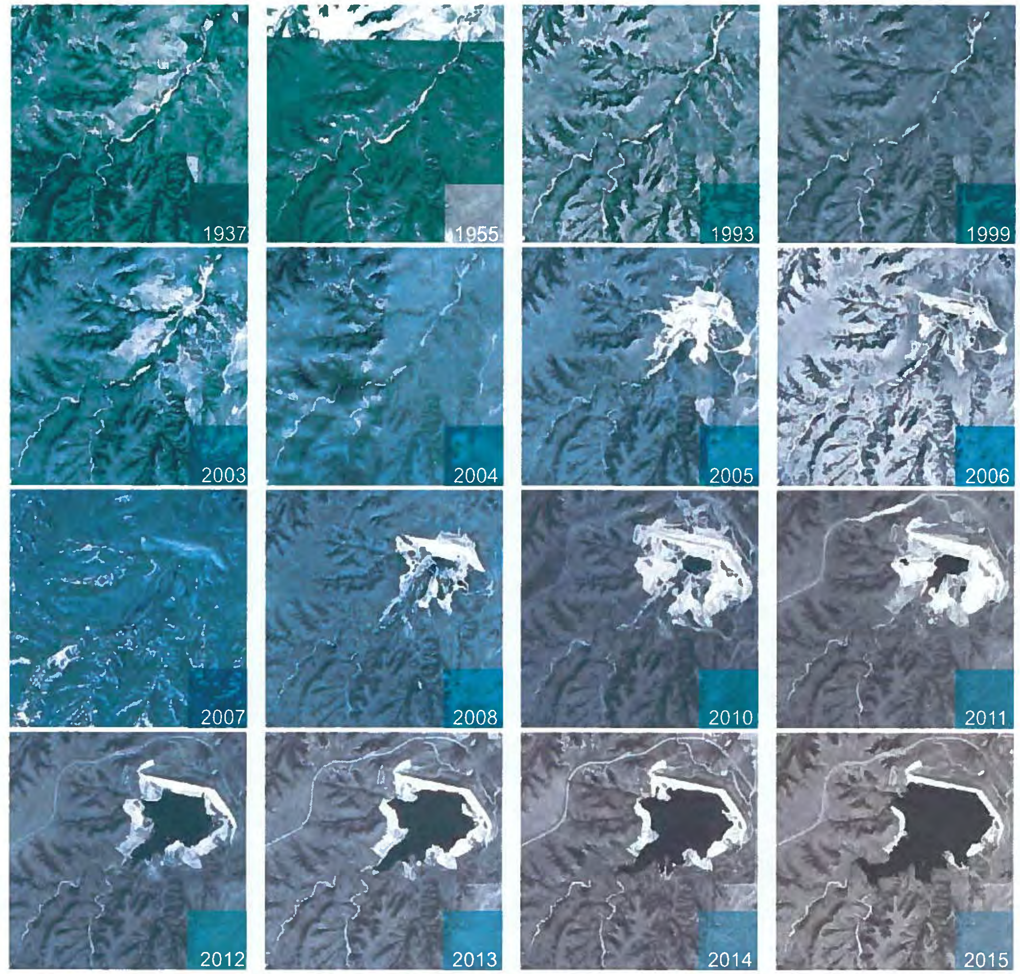
RESERVOIR	MAX. OPERATING CAPACITY (AF)*	MAX. DEPTH	SURFACE ACRES	USE
Rueter-Hess	75,000**	184'	1,170	Drinking/Storage
Chatfield	27,162	47'	1,479	Flood/Recreation
Cherry Creek	13,960	26'	850	Flood/Recreation
Aurora	31,679	79'	3,233	Drinking/Recreation

* 1 acre/foot (AF) = 328,851 gallons (2 families use in a year)
** Current Volume 25,000+

Site History + Past Uses

Rapid population growth in Douglas County is increasing the surrounding community's demand for water. The Parker Water and Sanitation District (PWSD) finished the construction of Rueter-Hess Reservoir in 2012 which will serve as drinking water for residents in Parker, Castle Rock, Castle Pines, Lone Tree, and Douglas County helping to prevent a water shortage problem in the future. Rueter-Hess has a capacity of 75,000 acre feet and will have a water surface of 1,170 acres. Approximately 1,600 acres of open land will remain within the PWSD property surrounding the reservoir north and south of Hess Road.

Large areas of the site are considered 'culturally sensitive' where cultural and archaelogical artifacts were discovered during construction. Protecting these sensitive areas can be done through trail design and education on the significance the site's heritage.



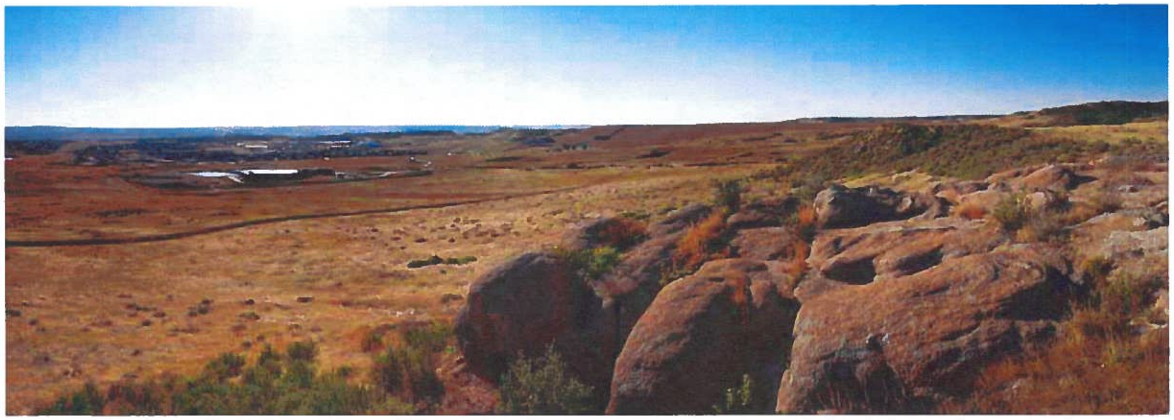
The evolution of Rueter-Hess Reservoir.

Historical mining equipment.

Site Analysis

Parker Water and Sanitation District's mission for the reservoir and the surrounding property is to maintain the tranquil and serene qualities of the site. The Rueter-Hess property is rich in its cultural and natural history and the master plan aims to protect, yet also highlight, these rich qualities while also providing a place for people to be active in the outdoors and their community year round.

Four project areas were identified based on access and site character. Area A is accessed by the main entrance, Area B is near the PWSD water purification facility north of Hess Road, Area C is the western half of the 425 acres, and area D is the west and south side of the reservoir. Area D is the most limited for recreational development based on the Environmental Impact Statement for the property.



AREA B - *Looking southeast toward Jaeger Dam and PWSD water purification facility*

AREA C - *Looking north*

AREA A - *Looking west over Rueter-Hess Reservoir*

AREA D - *Looking east over Rueter-Hess Reservoir*

AREA C - *Rock outcroppings form the terrain*

AREA D - *Looking southeast over Newlin Gulch*

Project Areas Key Map - *Site "Areas" were identified based on access and site character early on in the process for planning purposes.*

PROGRAM ANAYLSIS C

Programs Considered

Potential programs were broken down into five categories: natural areas, trails, aquatic activities, cultural programs, and adventure recreation. Recreation uses that could jeopardize the water quality of the reservoir were not considered in the master planning process, as these ultimately do not meet the PWSD's mission. Such uses include motorized boats, dog parks near the water, swim beaches, and other uses that have potential water quality risk. Each potential program was considered for viability on the 425 acres and the property surrounding the reservoir based on available land space, topography, water resources, and protection of the water quality.

NATURAL AREAS

	NOT ALLOWED	POTENTIALLY ALLOWED ON 425-ACRE SITE	POTENTIALLY ALLOWED ON RUETER-HESS RESERVOIR SITE
WILDLIFE PRESERVE		●	●
AQUATIC PRESERVE / FISH HATCHERY			●
OPEN SPACE		●	●
NATIVE PRAIRIE INTERPRETIVE WALK		●	●
BIRD WATCHING		●	●
OUTDOOR EDUCATION		●	●

ADVENTURE RECREATION

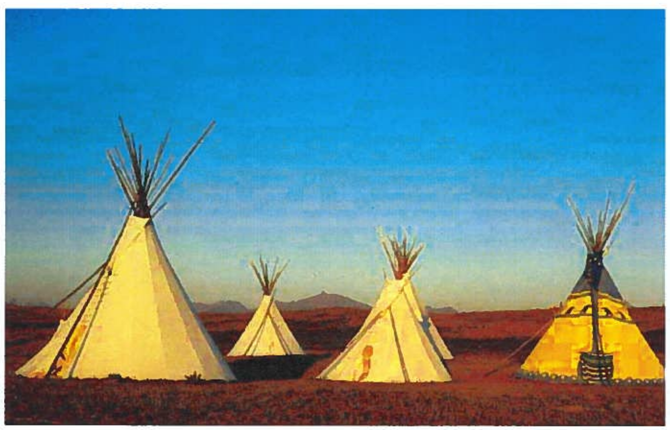
	NOT ALLOWED	POTENTIALLY ALLOWED ON 425-ACRE SITE	POTENTIALLY ALLOWED ON RUETER-HESS RESERVOIR SITE
FRISBEE GOLF		●	
ZIPLINE	●		
ALPINE SLIDE	●		
SLEDDING		●	
CHALLENGE COURSE		●	
PAINTBALL / TACTICAL ZONE	●		
BOULDERING		●	
ARCHERY		●	
OVERNIGHT TENT CAMPING		●	●
NATURE PLAY		●	●

TRAILS / ATHLETIC TRAINING

	NOT ALLOWED	POTENTIALLY ALLOWED ON 425-ACRE SITE	POTENTIALLY ALLOWED ON RUETER-HESS RESERVOIR SITE
CROSS COUNTRY RUNNING & SKIING		●	●
MOUNTAIN BIKING		●	●
HIKING & SNOWSHOEING		●	●
HORSEBACK RIDING		●	
INCLINE CHALLENGE		●	
ON-LEASH DOG RUN		●	●
SPECIAL EVENTS 5K / 10K COMMUNITY EVENTS TRIATHLON XTERRA TRIATHLON		●	●

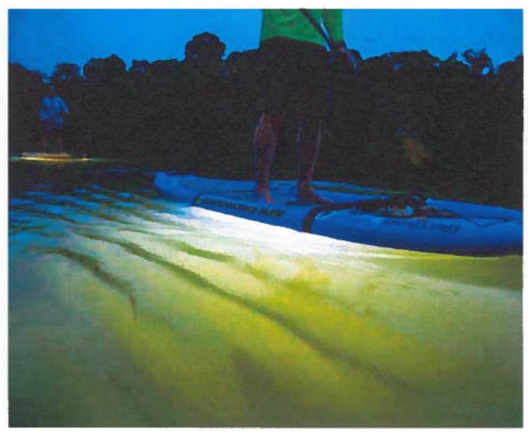
CULTURAL PROGRAMS

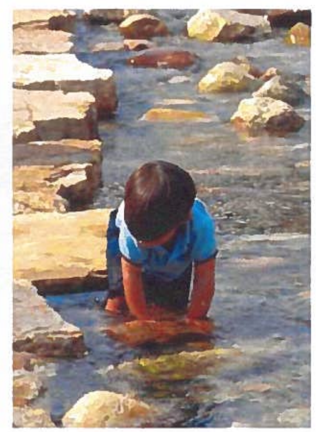
	NOT ALLOWED	POTENTIALLY ALLOWED ON 425-ACRE SITE	POTENTIALLY ALLOWED ON RUETER-HESS RESERVOIR SITE
HERITAGE TRAIL LOOP		●	●
LIVING HISTORY ACTIVITIES		●	●
OUTDOOR CLASSROOM (PAVILION)		●	
HISTORICAL SOCIETY EXTENSION		●	●



AQUATIC ACITIVITES

	NOT ALLOWED	POTENTIALLY ALLOWED ON 425-ACRE SITE	POTENTIALLY ALLOWED ON RUETER-HESS RESERVOIR SITE
FISHING			●
SMALL BOAT SAILING			●
CANOE / KAYAK / PADDLEBOARD			●
SWIM BEACH	●		
DIVERTED WATER PLAY FEATURE			●
SCUBA DIVING			●





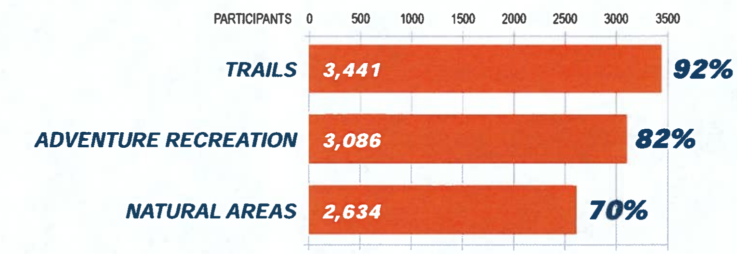
Public Outreach + Survey Feedback

The recreation planning process had tremendous feedback from the community. Nearly 4,000 people participated in two online surveys and four public open houses.

An initial survey was posted online to get input from area residents about recreational activities at the reservoir. Over 3,700 people participated in the first survey from 14 different municipalities. The survey results were used to develop three concepts for the reservoir.

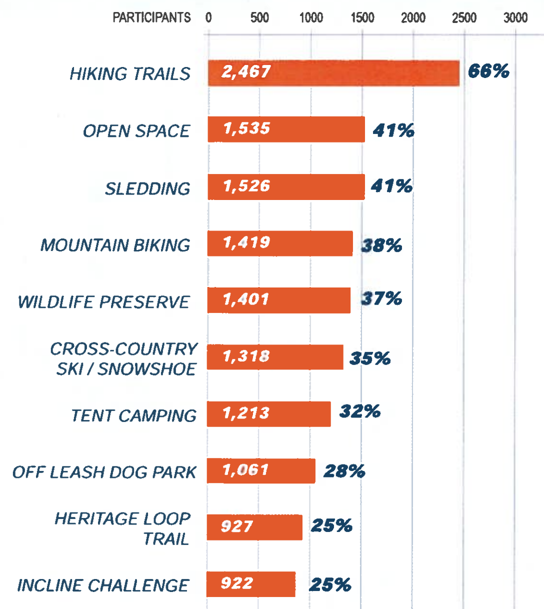
The concepts were presented at four open houses throughout the outreach region. The locations for the open houses included Castle Rock, Town of Parker, Lone Tree, and PWSD.

TOP 3 RESULTS BY PROGRAM CATEGORY

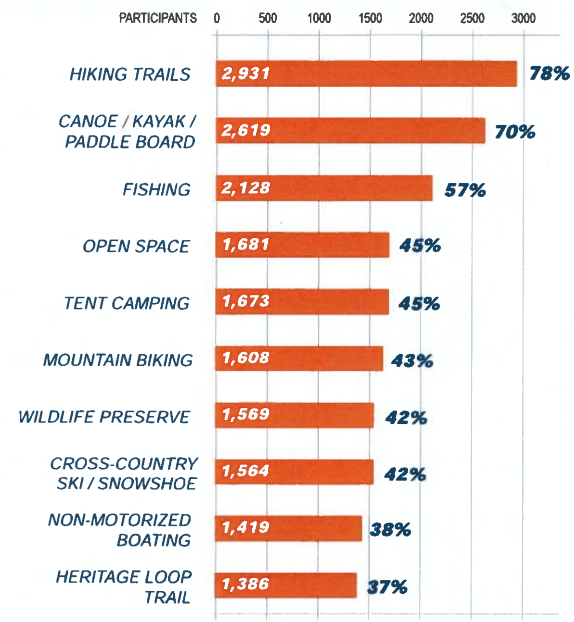


WHAT WE HEARD FROM 3,756 SURVEY PARTICIPANTS FROM 14 MUNICIPALITIES

TOP TEN RESULTS FOR THE 425-ACRE SITE



TOP TEN RESULTS FOR RESERVOIR PROPERTY



Public Meeting #2 held at the South Suburban Rec Center in Lonetree hosted 50 local residents who came to view the plan alternatives for Rueter-Hess Reservoir.

The final public meeting held at the Parker Water and Sanitation District's main office hosted local resident who came to review the final masterplan for the reservoir.

We Asked Participants to Include Additional Feedback ... Here's What They Said.

"When can we volunteer to build trails?"

"Let us use our own non-motorized watercraft. Don't make us rent."

"We are lacking water recreation sports and this is a great opportunity to bring non-motorized water activities to the young people and families in our community!"

"It would be great to see lots of animal habitat incorporated... nest boxes, fallen logs in water, etc., with educational signs about various animal habitats for kids and adults to read all around the reservoir."

"I would love to see a Nature Center in Douglas County that focuses on wildlife, ecosystem, and conservation programming as this is something we currently lack as a county. Let me know if you need help, this idea should it make it into the plans."

"The smaller elements will always be best to preserve the integrity of the land and water. The more you offer in a small reservoir the more risk you place on the water."

"Equestrian trails would be SO awesome, but please take trailer parking into consideration."

"I love kayaking and hiking and have grandchildren, so it would be nice for all three."

"Please don't overbuild our open spaces!"

"I am in favor of the least amount of development and amenities in order to have nature be the focal point."

"The overall plan must support and educate about the importance of nature and conservation to our society."

"I care more about the amount of trails for mountain biking and hiking than other amenities. A full loop trail around the lake would be key."

"I'm very happy to see that the main concern is water quality."

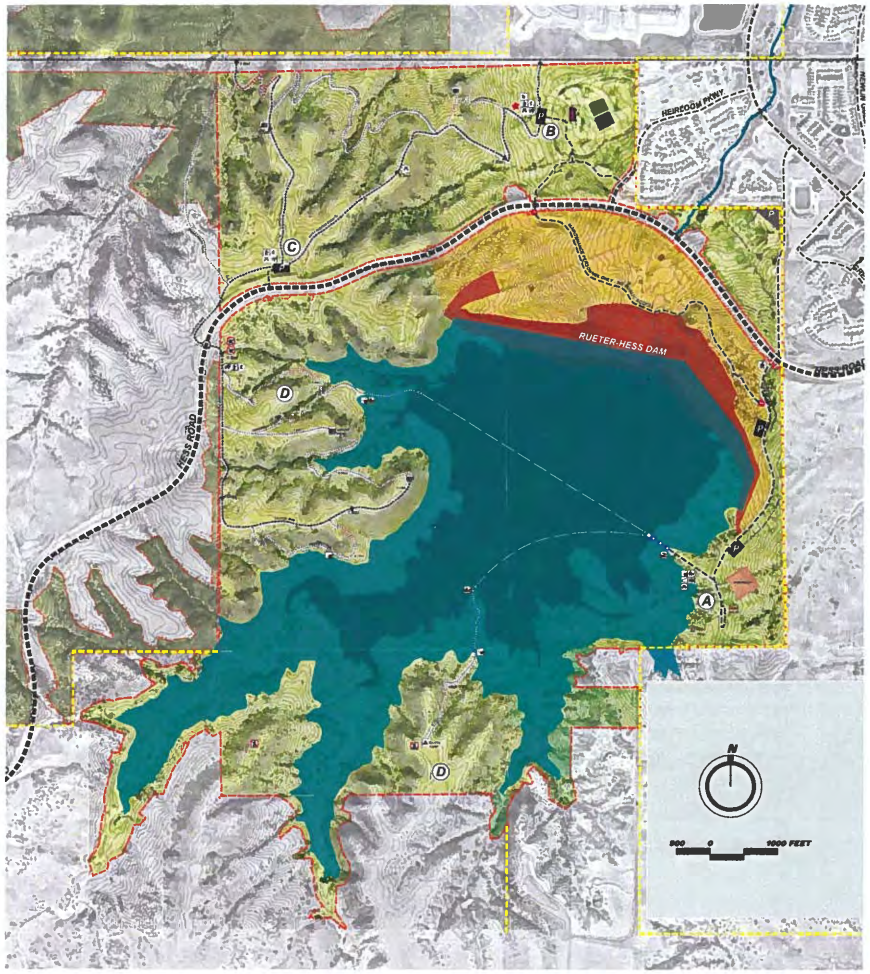
"Don't try to be all things to all people. Keep it simple."

"Douglas County is known for its equestrian culture and heritage. Building on this only makes sense in keeping the area a fun, agricultural- based environment."

"Excited for the potential of this new outdoor asset!"

Concept 1: Nature Preserve

Concept 1 is the least impact alternative and explores the potential of the site as a natural preserve. Amenities are limited to hiking trails and interpretive signage to preserve the site's natural characteristics. Dogs and horses would not be allowed and the trail loop does not connect around the reservoir. Boats would be allowed, but only rented on site.

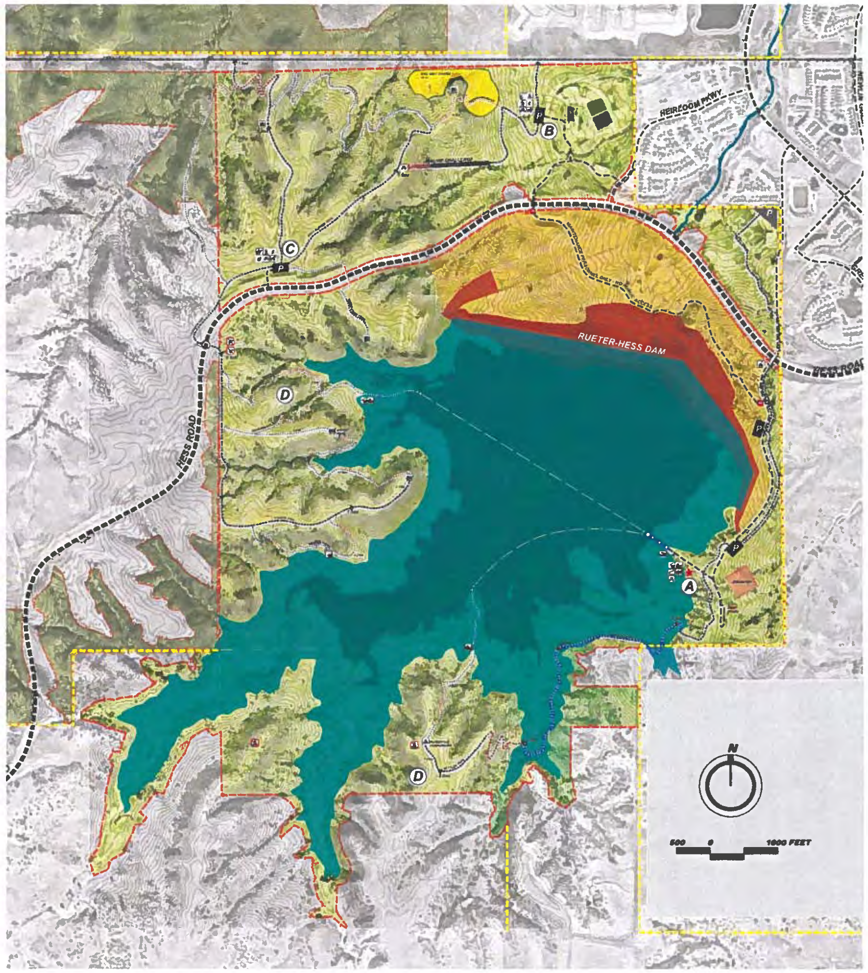


Site Elements in ALL Concepts

- *Soft surface trails*
- *Nature play area*
- *Equestrian trails (limited to 425 ac. site)*
- *Picnic area & restrooms*
- *Praire - native plant walk*
- *Non-motorized boating (canoe, kayak, paddleboard)*
- *Backcountry camp sites*
- *Fishing*

Concept 2: Community Gathering

Concept 2 is the medium impact alternative and focuses on amenities that could provide community gathering spaces. The trails extend from the main parking area to the south of the reservoir, but do not connect fully around the site. An outdoor classroom, frisbee golf course, meditation walk and incline challenge provide community amenities. Dogs would be allowed on the trails on-leash and horses would be allowed on the 425 acres. Personal boats would also be allowed, if the concerns for water quality could be resolved. An inspection area would be required, which adds additional staffing.



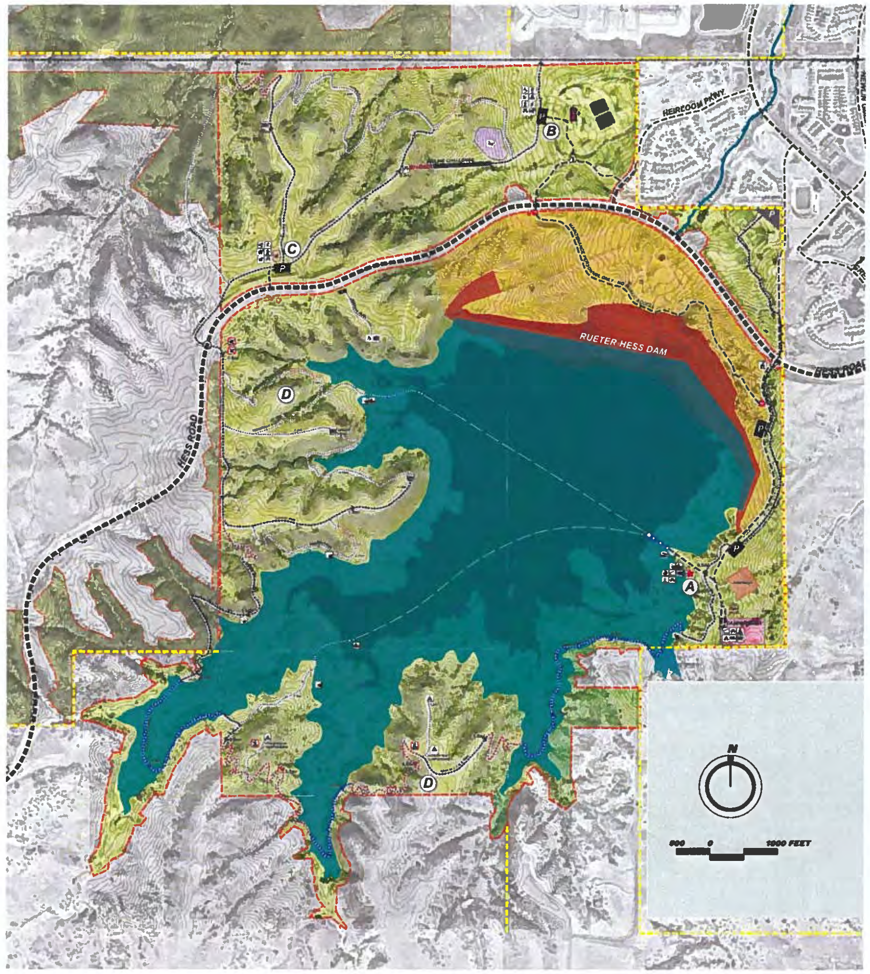
Concept 2 Additional Site Elements

- *Disc golf*
- *Nature play area*
- *Trail access to camping*
- *ADA trail off of Hess Rd.*
- *Intermediate mtn. bike trails on 425 ac. site*
- *Storage and inspection area for boats*
- *Meditation circle overlook*
- *Incline Trail*
- *Outdoor classroom / amphitheater*

Concept 3: Regional Destination

Concept 3 is the maximum impact within the limits of the 404 permit. This concepts has the most regional amenities including personal boats (if water quality concerns can be resolved), archery, sledding, incline challenge, a cultural center building, an off-leash dog park, water exploration area, and a full trail loop around the reservoir.

Concept 3 was the preferred plan based on public feedback because of the trail loop and the additional regional resources it provided. Written comments also suggested that the site should not be overbuilt and try to serve all people.



Concept 3 Additional Site Elements

- *All elements listed in Concepts 1 & 2 (except disc golf)*
- *Water exploration area*
- *Off-leash dog park*
- *Additional camp site*
- *Two ADA trail options*
- *Advanced mtn. bike trails on 425 ac. site*
- *Cultural center building*
- *Archery*
- *Sledding*
- *Soft surface trails connect to form perimeter trail*

The Master Plan

Outstanding local participation in the reservoir's recreation master planning process has resulted in a preferred concept for the property's outdoor recreational and educational opportunities.

The public expressed overwhelming interest in soft surface trails, mountain biking, and non-motorized boating as their top desires for uses at the reservoir. The plan incorporates these elements as well as other activities that meet the tranquil and serene goals of the community.

The Rueter-Hess Recreation Authority and PWSD's Boards agree that introducing water sport opportunities in a conservative and managed manner, with potential to grow in the future, will allow visitors to take advantage of the water resource while still meeting the goals for water quality.

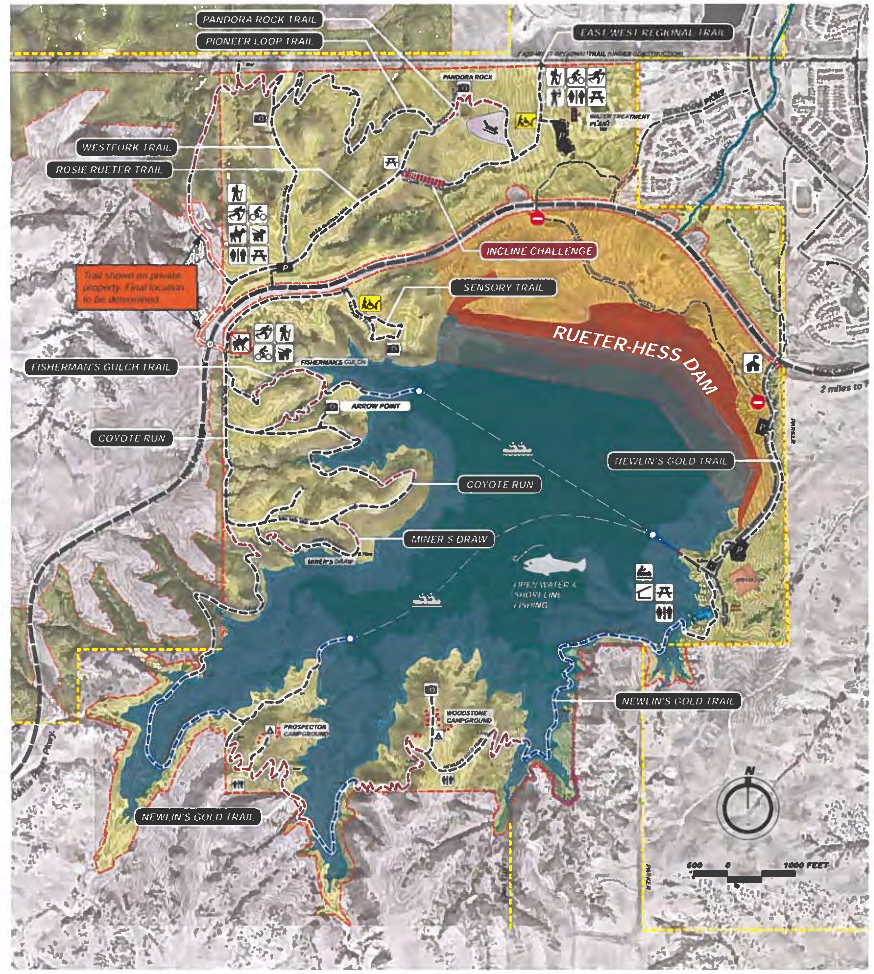
TRAILS

The master plan includes approximately 17 miles of trails for users to explore including a connected loop around the reservoir, which was an important element desired by the public. To make for a pleasurable experience, picnic gazebos, overlook areas, and educational information will be highlighted on the trail system.

The plan for the 425 acres site north of Hess Road offers approximately 5.5 miles of trails for hikers, on-leash dog walkers, mountain bikers, horseback riders, and cross country skiers and snowshoers, when conditions allow. These trails connect to the future East West Regional Trail directly north of the property, allowing connections to Clear Creek Trail, the Town of Parker, I-25 and beyond.

The property around the reservoir offers nearly 12 miles of trails for users, with the exception of horseback riding. Equestrians are not permitted around the reservoir in order to maintain high water quality of the reservoir. The complete loop around the reservoir is approximately 10 miles. During a typical day, the access road connecting the water purification facility and the Reservoir property will be gated and only accessible for maintenance vehicles. This is required because of the need to protect the valuable water treatment infrastructure in that area. However, for events, the access road below the dam can be utilized to provide a loop connection that has a separated crossing of Hess Road and stays on the reservoir property. When the road is closed, during non-events, trail users will need to cross Hess Road at the main entrance gate. The trail system includes a small segment that traverses through the neighborhood to the northeast of the 425 acres north of Hess Road to provide the connected loop. Further study of the crossing at Hess Road should be evaluated to address safety issues.

The terrain of the property is rolling and fairly steep in areas. Access around the Rueter-Hess Reservoir will require switchbacks and steep grades in some areas to create the full loop access. The trail surface is planned to be a natural surface trail. ADA access will be considered where possible. Three areas have been identified in the master plan to provide activities and experiences that are close to the trailheads. These include access at the main entrance, the native plant walk at the Rosie Rueter trailhead, and the sensory trail at the ADA access point across from the Hess Road Trailhead.



AREA A: Main Entrance / Fee Area

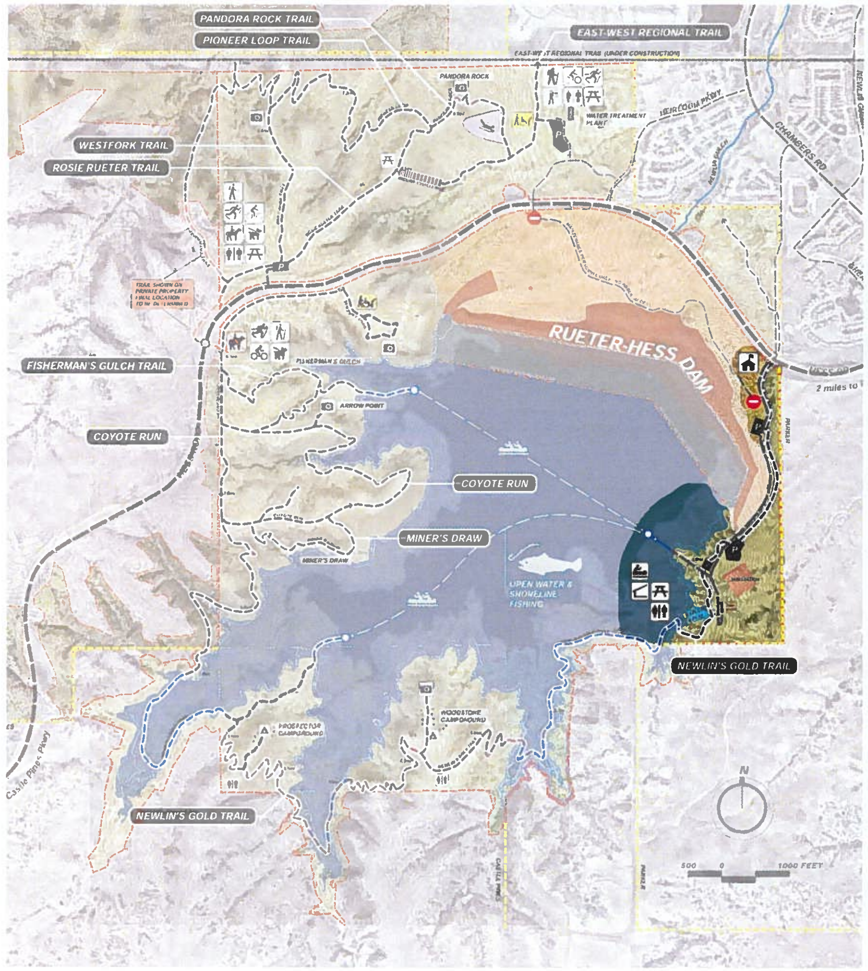
AREA A is located at the main entrance to the reservoir and extends to the trailhead near the existing boat ramp. An entry gate and small ranger station welcomes visitors at the entrance. Three parking areas are located along the drive up to the reservoir providing approximately 400 parking spaces.

The main trailhead provides close access to the existing boat ramp. This trailhead not only serves access to the water for kayaks, paddle boards, and canoes, but also serves as the beginning of Newlin's Gold Trail which provides access around the reservoir. Shoreline fishing will be available around the reservoir with some limitations due to natural terrain and possible safety hazard areas.

Additional amenities include nature play features, educational signage and a future water exploration area. The water exploration area is an opportunity for visitors to interact with the water without direct contact with the reservoir. A water channel would be diverted and treated prior to going into the reservoir, creating a place to sit along the water's edge, and safely play in shallow pools and falls.

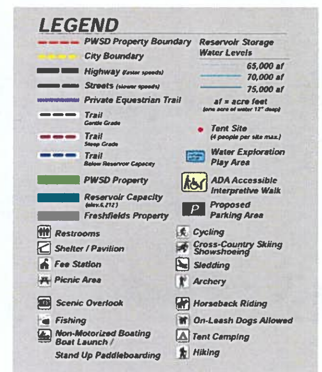
In the future, a concessionaire building may be considered near the pump house. The concessionaire building could be a future phase of the planned PWSD facilities building which would allow it to share infrastructure and utilities. The concessionaire building could potentially provide boat storage, public restrooms, and an indoor gathering space.

WATER EXPLORATION PLAY AREA



PADDLE BOARDING

NON-MOTORIZED BOATING



AREA B: Water Treatment Plant

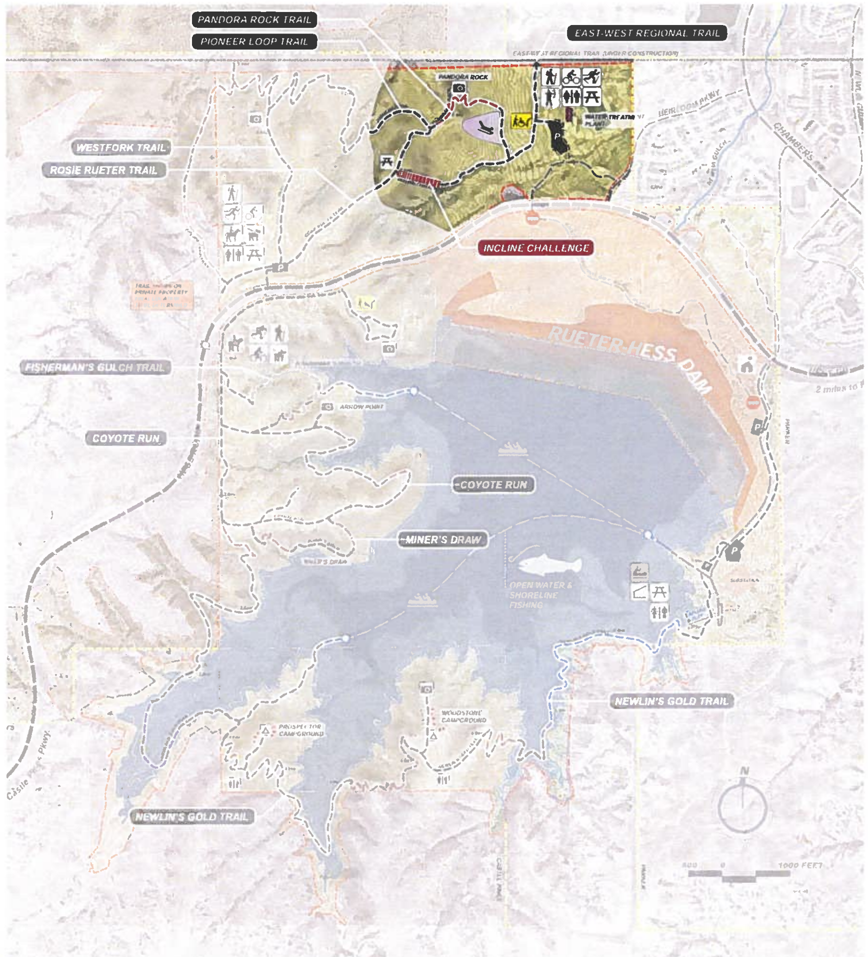
AREA B provides access to the 425 acres north of Hess Road at the existing water purification facility. Program elements in this area take advantage of the scenic views and topography of the property.

The Rosie Rueter Trailhead, named after one of the historical settlers of the property, provides access to trails, a sledding hill, and an incline challenge. Amenities at the trailhead include picnic areas, restrooms, nature play and educational signage. The trailhead would serve as a destination point for visitors to gather, socialize, and play. An informal outdoor classroom could be used by groups coming to the property for hikes, archery classes, or training groups gathering before or after exercising on the incline challenge.

A prairie or native plant walk provides visitors with educational and historical information to explore the native landscape and features of the area. The incline challenge provides a destination for families to challenge themselves in the outdoors. The staircase has the opportunity to gain 200 feet vertically in a 1,500 foot span.

The archery area considered in the master plan is a controlled, classroom-type setting area. It would not be open for use daily, but as permitted through a program with the Recreation Authority Board. This element would be considered as a future amenity once higher priority elements have been implemented.

ADA ACCESSIBLE INTERPRETIVE WALK



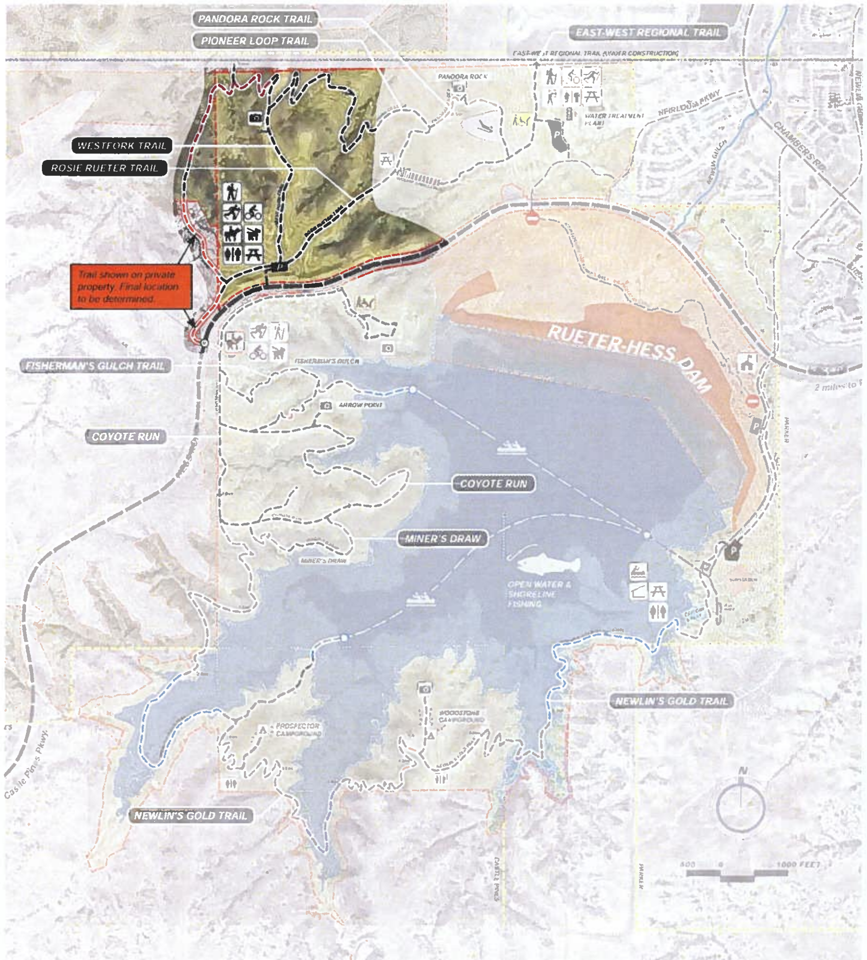
INCLINE CHALLENGE

SLEDDING HILL

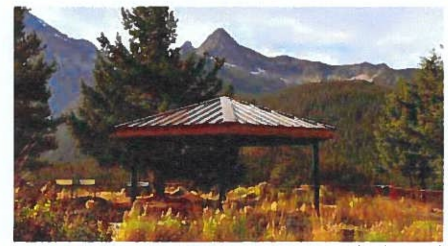
AREA C: Hess Road Trailhead

AREA C is located on the west portion of the 425 acres north of Hess Road. This trailhead provides access for equestrians, mountain bikers, and hikers. From this trailhead, mountain bikers and hikers can connect to the reservoir site through an existing grade-separated crossing at Hess Road.

Equestrian trails are permitted on the 425-acre site, but not on the reservoir property. The Hess Road Trailhead will be designed to allow for trailer parking. Equestrian visitors may also be able access the site from the future East West Trail that runs along the northern border of the site. This connection allows for a longer loop on the 425-acre site.



EQUESTRIAN TRAILS



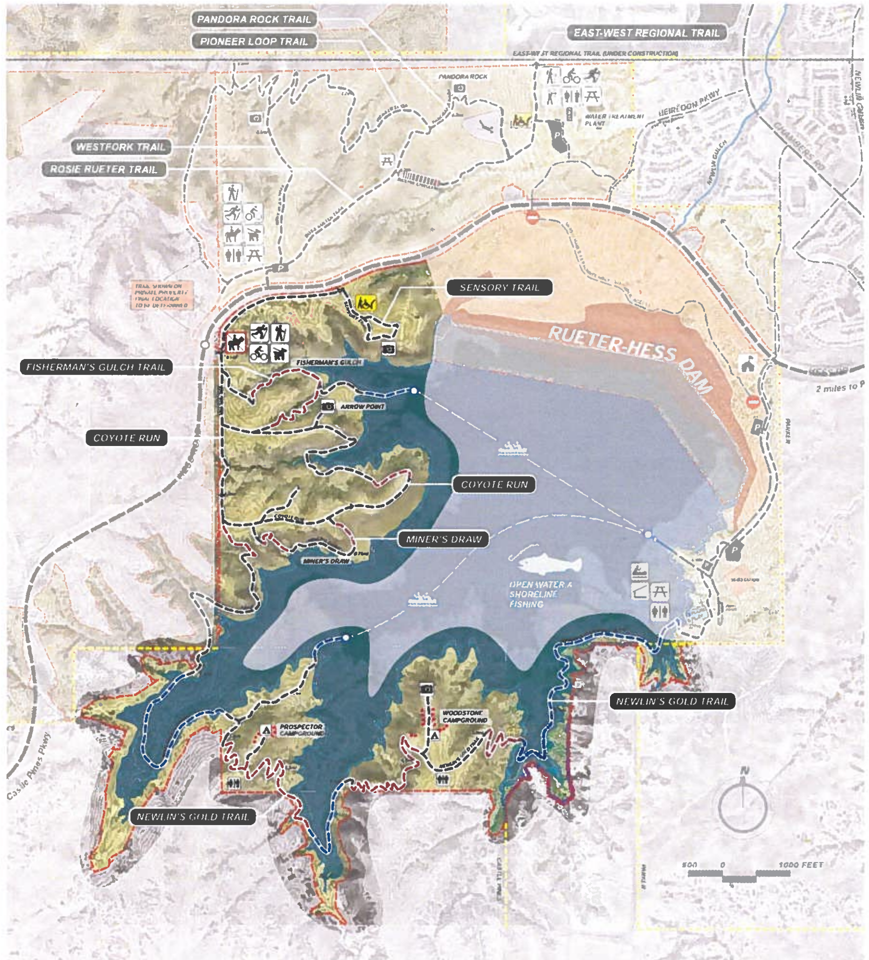
PICNIC AREAS

SCENIC OVERLOOKS

AREA D: Backcountry

The ***Rueter-Hess backcountry*** is one of the most pristine areas of the plan and offers visitors an opportunity to enjoy a quiet hike, shoreline fishing, and wildlife viewing opportunites.

Remote camping sites are considered in the master plan. These sites would be accessible only by hiking or canoeing. Initially, sunrise to sunset recreational opportunities will be offered (i.e., no overnight camping or other events). Two remote camping areas, with improved sites such as restrooms and cleared land, are included in the plan for consideration in the future. Considerations for future additions include site access, general personal safety improvements, and access for fire and other emergency health services.




WINTER SPORTS


BACKCOUNTRY CAMPING


MOUNTAIN BIKING

Phasing + Implementation

The estimate of probable cost for the Rueter-Hess Master Plan preferred concept is between $7.5 million and $8 million. The full estimate includes a concessionaire building, water exploration area, and camping sites. Excluding these larger items, priority recreation elements identified through the planning process can be constructed for approximately $3.5 million and would include trails, adventure recreation and natural area access.

It is anticipated that the preferred concept for the Rueter-Hess Reservoir Master Plan will be built in phases as funding becomes available. To allow for the greatest flexibility, the Master Plan has been broken up into plan elements that allow for flexible phasing scenarios. Plan elements can be arranged in different phasing scenarios based on recreation priorities and available funds.

FUNDING

Funding for implementation of the Master Plan is anticipated through the regional partners who include Douglas County, the Towns of Parker, and Castle Rock, and the Cities of Lone Tree and Castle Pines, as well as grants, public-private partnerships, and revenue from programmed events.

A potential phasing strategy, shown on the following pages, was developed for build out of the recreation elements. The first phase focuses on organized activities such as special events, classes, and programs led by the regional partners. This will allow the opportunity for users to access and utilize the site in a controlled environment while building enthusiasm for the next phases. Phase 2 includes the entry station at the reservoir which allows for gated access. Phase 3 expands to the trailheads on the north property. Phase 4 completes the trail loop around the reservoir, and Phase 5 completes all the trails in the master plan. Future phases include camping, the concessionaire building and the water exploration area. As funding becomes available, the phasing scenario can adjust to meet the priorities and needs.

COST ESTIMATE ASSUMPTIONS

- *Costs are based on available 2016 construction data. Actual contractor prices may vary at the time of construction.*
- *All items include a 25% contingency.*
- *All items include a 10% general conditions and mobilization fee.*
- *All items include an 8% design fee. Design fees may vary for items based on survey needs, disciplines and review processes required.*
- *Traffic studies and roadway work along Hess Road are not included. Coordination will likely be required at the time of design.*
- *Allowances for utility infrastructure are limited.*
- *Irrigation is not included.*

ESTIMATED COST OF PLAN ELEMENTS

PLAN ELEMENT	ESTIMATED CAPITAL COST
Lower Parking Lot at the Reservoir & Fencing at the Dam	$ 164,000
Port-o-let at the Lower Parking Lot	$ 73,000
Trail along Entry Road	$ 182,000
Entry Fence & Drive	$ 218,000
Entry Station Building	$ 60,000
Upper Parking Lot	$ 227,000
Vault Toilet at Upper Parking Lot	$ 87,000
Trails – SE stretch of Newlin's Gulch Trail	$ 40,000
Hess Road Trailhead Parking	$ 105,000
Trails – South of Hess Road; Coyote Run & Fisherman's Gulch	$ 56,000
Port-o-let at Hess Road Trailhead	$ 78,000
ADA Parking Lot	$ 142,000
Accessible Trail Loop	$ 198,000
Rosie Rueter Trailhead Parking Lot	$ 388,000
Trails – Rosie Rueter Trail	$ 47,000
Trails – Panorama Rock Trail	$ 16,000
Incline Challenge	$ 84,000
South Overlook (no structure)	$ 4,000
Picnic Areas – Upper Lot	$ 228,000
Trails – Newlin's Gulch to Boat Launch	$ 66,000
Trails – West access to water/Boat Launch	$ 42,000
Picnic Areas – Hess Trailhead	$ 221,000
Trail – Southwest Stretch of Newlin's Gulch	$ 70,000
Trial – Coyote Run Loop & Miner's Draw	$ 92,000
Overlook – Arrow Point	$ 4,000
Overlook – North of Hess Road	$ 8,000
Port-o-let at Rosie Rueter Trailhead	$ 78,000
Picnic Areas – Rosie Rueter Trailhead	$ 224,000
Archery Facility	$ 88,000
West Fork Trail Connection to E-W Trail	$ 17,000
Pioneer Loop Trail	$ 39,000
Freshfields Trail	$ 30,000
Overflow Parking lot	$ 182,000
Woodstone Camping Sites (12 sites)	$ 32,000

Potential Phasing Strategy

PHASE 1 — Entry I — $419,000

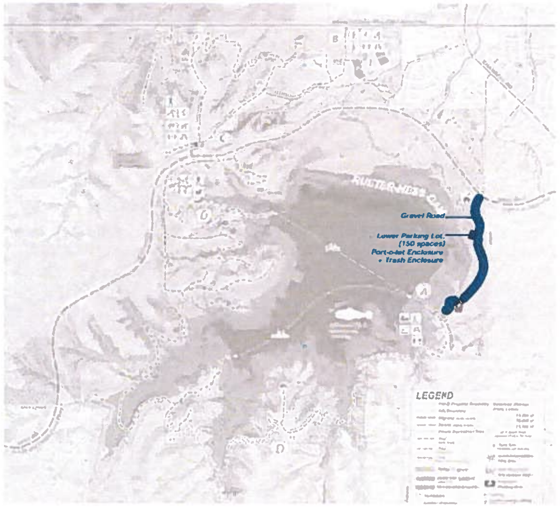
Lower Parking Lot at the Reservoir & Fencing at the Dam	$	164,000
Port-o-let at the Lower Parking Lot	$	73,000
Trail along Entry Road	$	182,000

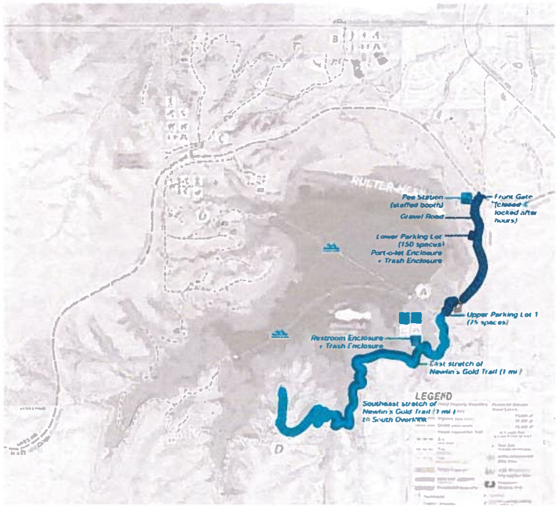
PHASE 2 — Entry II — $632,000

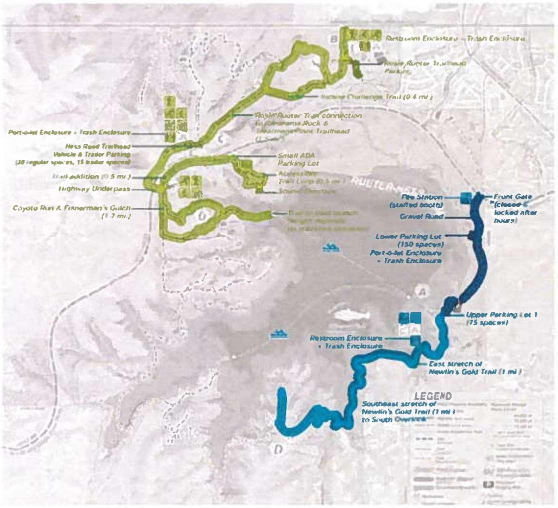
Entry Fence & Drive	$	218,000
Entry Station Building	$	60,000
Upper Parking Lot	$	227,000
Vault Toilet at Upper Parking Lot	$	87,000
Trails – SE stretch of Newlin's Gulch Trail	$	40,000

PHASE 3 — North & West Trailheads — $1,114,000

Hess Road Trailhead Parking	$	105,000
Trails – South of Hess Road; Coyote Run & Fisherman's Gulch	$	56,000
Port-o-let at Hess Road Trailhead	$	78,000
ADA Parking Lot	$	142,000
Accessible Trail Loop	$	198,000
Rosie Rueter Trailhead Parking Lot	$	388,000
Trails – Rosie Rueter Trail	$	47,000
Trails – Panorama Rock Trail	$	16,000
Incline Challenge	$	84,000

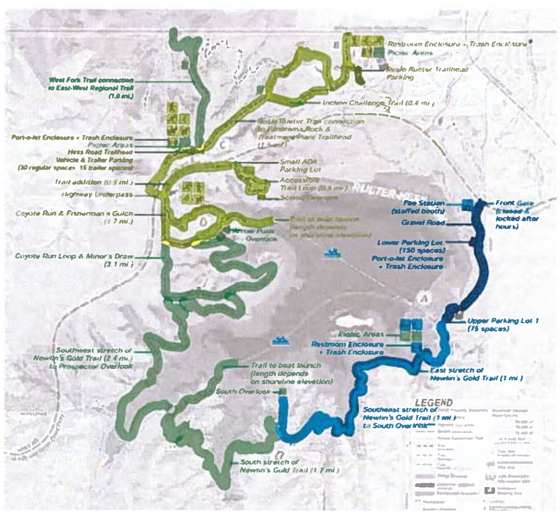






PHASE 4 — $1,125,000
Fishing Access & Perimeter Trail

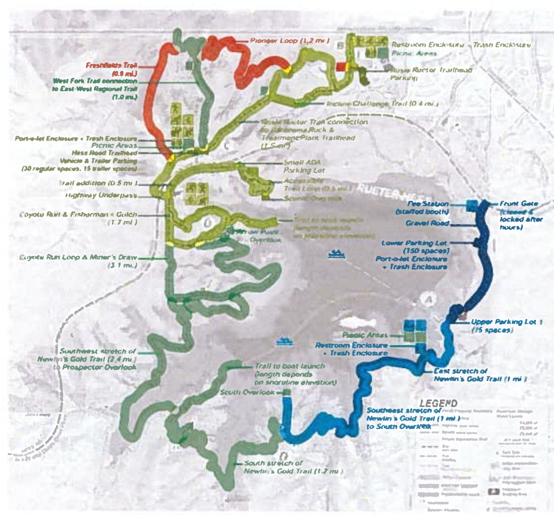
South Overlook (no structure)	$	4,000
Picnic Areas – Upper Lot	$	228,000
Trails – Newlin's Gulch to Boat Launch	$	66,000
Trails – West access to water/Boat Launch	$	42,000
Picnic Areas – Hess Trailhead	$	221,000
Trail – Southwest Stretch of Newlin's Gulch	$	70,000
Trial – Coyote Run Loop & Miner's Draw	$	92,000
Overlook – Arrow Point	$	4,000
Overlook – North of Hess Road	$	8,000
Port-o-let at Rosie Rueter Trailhead	$	78,000
Picnic Areas – Rosie Rueter Trailhead	$	224,000
Archery Facility	$	88,000



PHASE 5 — $86,000
Completed Trail Network

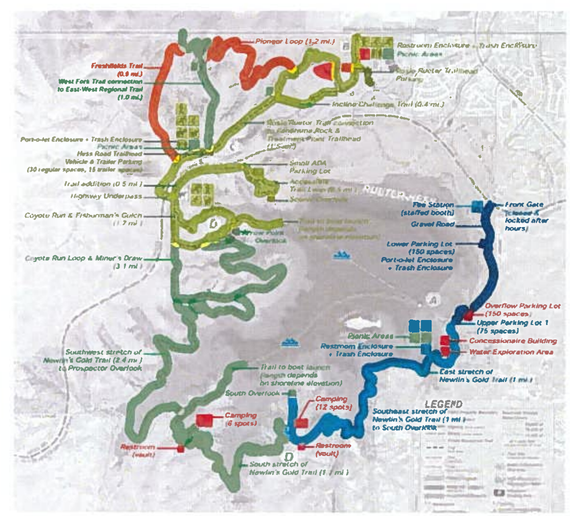
West Fork Trail Connection to E-W Trail	$	17,000
Pioneer Loop Trail	$	39,000
Freshfields Trail	$	30,000

Estimated cost of Phases 1-5 $3,376,000



FUTURE PHASES — $4,661,000
Additional Future Potentials

Overflow Parking Lot	$	182,000
Woodstone Camping Sites (12 sites)	$	32,000
Vault Toliet at Camping Area	$	223,000
Prospector Camping Sites (6 sites)	$	16,000
Vault Toliet at Camping Area	$	223,000
Concessionaire Building	$	1,003,000
Water Exploration Area	$	2,970,000
Sledding Hill	$	12,000



Financial Analysis Comparison

In order to construct a financial model of recreational operations at Rueter-Hess, the design team examined the recreational operating characteristics and budgets of other similar reservoirs and parks around the state, including several near the Denver metro area. Many public parks and open spaces typically operate at a loss. For example, the relatively small Standley Lake Regional Park had a 2015 net operating loss of almost $17,000, while Chatfield State Park expenditures outpaced revenues by nearly $91,000. Other examples of public reservoirs in the metro area including info about annual expenditure and revenue are below.

AURORA RESERVOIR
City of Aurora

Size	800 acres
Full Time Employees	7.5
Annual Visitation	270,000
Annual Revenue	$948,000
Annual Operating Expenditures	$1,500,000
Net Operating Costs	-$552,000

BOULDER RESERVOIR
City of Boulder

Size	700 acres
Full Time Employees	3 (75-100 seasonal)
Annual Visitation	250,000
Annual Revenue	$1,030,000
Annual Operating Expenditures	$960,000
Net Operating Costs	$70,000

HORSETOOTH RESERVOIR
Larimer County Natural Resources Dept.

Size	2,040 acres
Full Time Employees	8 (36 seasonal)
Annual Visitation	900,000
Annual Revenue	$980,000
Annual Operating Expenditures	$1,000,000
Net Operating Costs	-$20,000

Appendix I - Financial Analysis of Recreational Facilities

In October 2016, BBC Research & Consulting (BBC) developed an updated financial analysis for capital investments and the associated operating revenues and expenditures based on capital construction costs distributed by Wenk Associates for incorporating recreational facilities and activities at Reuter-Hess Reservoir.

BBC also constructed estimates of the incremental visitation, expenditure, and revenue impacts of each phase after the completion of the baseline Phases I and II. The exercise was intended to provide the Rueter-Hess Recreation Authority Board (Board) with an illustration of how financial operations might vary if the phasing schedule were to be altered.

Introduction

In order to construct a financial model of recreational operations at Rueter-Hess, BBC examined the recreational operating characteristics and budgets of other similar reservoirs and parks around the state, including several near the Denver metro area. Many public parks and open spaces typically operate at a loss. For example, the relatively small Standley Lake Regional Park had a 2015 net operating loss of almost $17,000, while Chatfield State Park expenditures outpaced revenues by nearly $91,000.

BBC incorporated data and assumptions from these and other locations in order to estimate the annual financial operations of recreational activities, based on the capital construction cost schedule. It is important to note that Phases I-V are likely to be implemented in relatively close succession, while Phase VI describes a longer-term plan for improvements that will occur at in an uncertain order and time.

The financial model estimates an average annual operating loss of $32,179 for recreational activities at Rueter-Hess once all elements in Phases I-V of the master plan are built out. These estimates are due in part to lower visitation during the initial capital construction phases, and limited revenue opportunities.

As the recreational infrastructure expands according to the phasing schedule, estimated operating revenues and costs increase from $1,500 and $39,986 in Phase I, to $271,183 and $318,397 by Phases V, and $392,105 and $455,931 once Phase VI is implemented, respectively. The projected ratio of operating revenues to expenditures at Rueter-Hess ranges from 3.8 to 130.9 percent across the initial five phases, with an overall average of 66.5 percent. Revenues exceed expenditures only in Phase IV of the cumulative model.

There are several considerations for improving the projected financial performance of recreational operations at Rueter-Hess. For example, the recreational fees in the model are based on the average fees for similar activities at other locations. However, Rueter-Hess could choose to charge tiered fees for nonresidents in order to generate higher revenues.The model includes several other operating assumptions that will significantly influence projected operating cash flows, described in detail in the attached figures.

The remainder of this appendix serves as a guide to the updated financial analysis. The updated aggregated capital cost schedule is presented in Figure 1. Figure 2 illustrates the cumulative infrastructure completed in each phase. The operating pro forma is found in Figures 3 through 5. The six phases of the capital cost schedule are considered as one time period each, regardless of the time necessary to complete each. A full list of assumptions can be found in Figure 6, and a breakdown of the data collected from other recreational sites can be found in Figure 7.

Capital Expenditures and Infrastructure by Phase

Figure 1 provides the capital costs from the phasing schedule. These costs are aggregated by category where possible, and divided into two primary groups. The buildings, facilities, & equipment panel shows the aggregated cost estimates for the physical structures and recreational equipment. The roads, trails, & infrastructure panel describes all other capital infrastructure expenditure. The cost schedule includes a 25 percent contingency cost for each estimate, as well as a 10% mobilization and general conditions cost and an 8% design cost. These costs are compounded and added to the total cost of each capital construction phase at the bottom of the figure.

Figure 2 presents the cumulative infrastructure completed in each phase. This figure describes the cumulative completed infrastructure, based on the new schedule of capital construction, providing a snapshot of the Reuter-Hess recreational site in any given phase. For example, two miles of trail are constructed in Phase I, and one mile in Phase II, for a Phase II total of three miles. The percent of total capital costs incurred represents the cumulative proportion of the total capital budget that has been spent as of each phase.

Operating Expenditures by Phase

Figure 3 presents estimates of the operating costs in each phase, based on the cumulative capital infrastructure completed in that phase, annual visitation, and expenditure characteristics at other recreational sites.

Labor costs. Estimated annual salary, benefits, and wage expenses are presented in this panel. BBC assumes an average annual salary of $59,000 and hourly wage of $13. The annual cost of fringe benefits for salaried workers is estimated as 35 percent of the salary, and each seasonal worker is assumed to work 1,000 hours per season (40 hours per week in the summer season). Based on other reservoirs and parks in Colorado with similar characteristics and/or recreational facilities, BBC assumes three seasonal workers per each full time employee.

During the first phase there will be no entry station or major infrastructure, so BBC assumes that maintenance and oversight can be provided by two seasonal staff. Once the entry station is constructed in Phase II, one full time equivalent (FTE) worker will be necessary to oversee operations, increasing to two FTEs as group picnic sites are completed in Phase IV, and to three FTEs in Phase VI as all infrastructure is completed. The Board has indicated that watercraft rentals and archery lessons will likely be conducted by a third party concessionaire, requiring no additional labor costs for Rueter-Hess.

Operating costs. The estimates in this panel are based on a review of the budgets and characteristics ofthese other sites. For example, BBC calculated the average utilities cost per square foot of building or covered structure from other parks, and multiplied this figure by the Rueter-Hess building square footage scheduled to be completed in each phase. Other operating costs are calculated in a similar fashion, based on completed infrastructure and annual visitation. BBC also includes cost estimates for up to two vehicles dedicated to operational activities at the reservoir. These estimates are based on a three-year, $500 per month lease agreement for a new full-size pickup truck, and the average per-vehicle maintenance and fuel costs from other sites. Operating costs for watercraft and archery activity will be borne by the respective concessionaires.

Operating Revenues by Phase

Figure 4 presents projected operating revenues based on projected Rueter-Hess total visitation numbers. Visitation is also presented by activity since activity-based revenues will be driven by activity-specific visitation.

Annual visitation. Since there will be limited facilities for visitors to take advantage of during the early years of operation, BBC assumes a conservatively low initial baseline visitation of 15,000. BBC assumes that visitation will increase steadily to a total of 200,000 annual visits by the time the capital infrastructure is completed in the final phase, based on the average annual visitation at Aurora and Boulder Reservoirs.

Activity-specific visitation is estimated based on the facilities completed in each phase. For example, 18 campsites are scheduled for completion in Phase VI; assuming a 20 percent annual occupancy for each campsite and an average camping group size of 2.5, BBC estimates a Phase VI camping visitation of 3,285. Similarly, group picnic visitation is based on the number of completed picnic sites, with an assumption of 25 events per site per year and an average of 20 attendees per event.

Watercraft visitation is expected to begin in Phase II once the main entry station is constructed and the concessionaire can set up a rental site. Initial boating visitation is projected at 1,000 per year with the primary point of entry being the existing east side boat ramp, growing to 1,500 by Phase IV when more trails to the waterfront are completed and additional shore-line launching around the reservoir becomes possible.

The Board indicated that the archery range will host classes conducted by members of the recreational staff or a concessionaire. BBC estimates that Rueter-Hess could host 50 one-hour group classes per year during summer weekends, with an average of 15 attendees per class once the archery range is complete.

Revenues. In this panel, BBC estimates operating revenues for each activity, based on associated visitation numbers.The first source of revenue is collected through gate fees. Since park fees will likely be charged on per car basis, BBC assumes that Rueter-Hess visitation will consist ofsimilar numbersof vehicles and passengers per vehicle as seen at other sites. The average fee for similar sites is $8,with an average gate fee revenue of $1.09per visitor.Note that there are no gate fee revenues collected in Phase I because the entry station is not scheduled for construction until Phase II.

Camping revenues are based on a $15 daily camping fee as seen at Horsetooth Reservoir for non-electric sites, and picnic revenues are based on the $75 fee to reserve picnic sites at the Aurora Reservoir.

Watercraft rental revenues are based on a $10 hourly rental fee for reservoir-owned small watercraft at Aurora Reservoir. In the preferred concessionaire model, BBC assumes that the operator will share back 30 percent of revenues, or $3 per watercraft rental hour, with an average rental length of 2.5 hours. All watercraft visitors will have to rent equipment, as private watercraft will not be allowed. Additional revenues may also be generated through educational watercraft classes. BBC assumes that the concessionaire could hold approximately 50 two-hour watercraft classes per year,with an average attendance of five people per class during summer weekends and a fee of $70 (including equipment rental), based on the group paddleboard lessons provided by 5280 Paddle Sports . As with rentals, BBC assumes a 30 percent revenue shareback agreement between Rueter-Hess and the concessionaire.

Revenues generated from group archery range classes are based on a fee of $20 per person, per class, based on group lesson fees at Quickdraw Archery in Highlands Ranch. BBC assumes that this price will include equipment rentals from the concessionaire, and that the operator will share back 30 percent of the class fee revenues to Rueter-Hess.

Many Board members expressed interest in hosting special events at the Reservoir such as races, weddings, and other social or programmed events. BBC includes three special events during the first year of operations, increasing to six events per year by Phase VI, each with an associated event fee of $500. Finally, merchandise and concession sales may commence once the concessionaire building is completed in Phase VI. Revenues from these sales are estimated based on sales per visitor at other parks.

Financial Analysis by Phase

Figure 5 combines information from the previous figures to provide annual cash flows based on the assumptions described above.

Operations.The first panel in Figure 5 presents the annual operations cash flow based on the revenues and costs calculated in previous sections. The average operating cash flow over the initial five phases equals negative $32,179. BBC calculates the average ratio of operating revenues to expenditures across the initial five phases, which is equal to 66.5 percent.

Operations & Capital. The second panel presents a separate financial analysis that includesthe capital construction cost estimates, by phase. This allows the Board to factor in the capital costs incurred in each phase, in order to examine whether and to what degree operations might cover some capital costs. As expected, the inclusion of capital costs significantly reduces the financial performance indicators. The average annual net cash flow in Phases I-V is negative $705,348. Average annual self-sufficiency after incorporating capital expenditures is reduced 20.5 percent. Finally the net return on capital investment of negative 40.2 percent is calculated as the total annual net cash flows divided by total capital costs in Phases I-V. The inclusion of Phase VI in these averages would yield lower performance metrics as this last phase includes several large capital expenditures such as the water exploration area, and has projected operating expenditures that are higher than revenues.

Incremental Financial Impacts of Each Phase

Members of the Board expressed an interest in examining the individual visitation and financial impacts of each phase, in the event that the phasing schedule is altered from the current plan. BBC utilizes the results of the cumulative model described above to isolate and estimate the independent impacts of each phase, after baseline operations are established with Phases I and II.

The total revenues and expenditures of each phase in the cumulative model are divided by the total visitation in that phase to generate an average revenue and expenditure per visitor. BBC estimates the incremental visitation for each phase, based on the scheduled capital infrastructure completion and associated visitation effects from the cumulative model. The average revenue and expenditures per visitor are then multiplied by the estimated incremental visitation to calculate incremental revenue and expenditure impacts, for each phase.

Phase VI is separated into three sub-phases as requested by the Board, allowing for separate examinations of the incremental effects of adding campsites (Phase VI.1), constructing the water exploration facility (Phase VI.2), and constructing the concessionaire building (Phase VI.3).

Figure 6 presents the incremental effects of each phase after baseline operations are established in Phases I and II. Each column can be thought of as the effects of the corresponding phase, if it were to be implemented directly after Phases I and II are completed.

Financial Plan Assumptions

Figure 7 provides a full list of assumptions and calculations used in this financial analysis. Many of these assumptions were incorporated based on the recreational operations of other reservoirs and parks. Other assumptions are based on conversations with park managers and previous BBC experience with park planning and finances. In many cases, small changes in these assumptions can have major impacts on the projected financial performance of recreational activities.

Inputs from Other Parks and Recreational Sites

Figure 8 provides an overview of recreational facilities planned at Rueter-Hess, and the observed infrastructure and operating characteristics from ten other locations around the state. Estimates are averaged across all locations where data was available.

Summary

This appendix describes and presents the results of the updated financial analysis of recreational capital construction and operations at the Rueter-Hess Reservoir, based on the new capital construction schedule, data from other sites around the state, and various BBC assumptions. The first section presents a cumulative financial model under the assumption that each phase is completed as scheduled. A second analysis considers the incremental visitation and financial effects of each phase if it were implemented directly after baseline operations are established in Phases I and II.

The purpose of this financial model is to provide the Board with actionable estimates of the visitation, revenues, and expenditures associated with the proposed capital infrastructure and recreational activities at Rueter-Hess.

APPENDIX

Table 1. Capital Expenditures by Phase

Phase	I	II	III	IV	V	VI
Buildings, Facilities, & Equipment						
Entry Station Building (300 sq. ft.)	$ -	$ -	$ -	$ -	$ -	$ -
Port-O-Let Enclosure	$ 32,000	$ -	$ 32,000	$ 32,000	$ -	$ -
Fixtures, Furnishings, & Equipment	$ -	$ 25,000	$ -	$ -	$ -	$ -
Trash Enclosures	$ 18,000	$ 8,000	$ 18,000	$ 18,000	$ -	$ -
Front Gate And Fencing	$ -	$ 75,000	$ -	$ -	$ -	$ -
Entry Station Electrical	$ -	$ 15,000	$ -	$ -	$ -	$ -
Trash Receptacles	$ 2,000	$ -	$ 2,000	$ 43,400	$ -	$ -
Vault Toilets	$ -	$ 50,000	$ -	$ -	$ -	$ 100,000
Shelters	$ -	$ -	$ -	$ 190,000	$ -	$ -
Picnic Tables	$ -	$ -	$ -	$ 108,000	$ -	$ -
Grills	$ -	$ -	$ -	$ 31,800	$ -	$ -
Backcountry Campsites	$ -	$ -	$ -	$ -	$ -	$ 9,000
Benches (Metal Or Stone)	$ -	$ -	$ -	$ 22,500	$ -	$ -
Water Exploration Area	$ -	$ -	$ -	$ -	$ -	$ 2,500,000
Concessionaire Building (1,660 sq. ft.)	$	$	$	$	$	$ 500,000
Fee Stations / Kiosks	$ -	$ -	$ 45,000	$ -	$ -	$ -
Utilities	$	$	$	$	$	$ 150,000
Equipment Storage Building (Archery)	$ -	$ -	$ -	$ 15,000	$ -	$ -
Archery Equipment	$ -	$ -	$ -	$ 5,000	$ -	$ -
Roads, Trails, & Infrastructure						
Fencing Around The Dam	$ 90,000	$ -	$	$ -	$ -	$ -
Signage	$ 5,000	$ 20,000	$ 22,500	$ 10,000	$ 7,500	$ 2,500
Soft Surface Trail	$ 118,880	$ 23,000	$ 66,550	$ 163,850	$ 46,850	$ -
Parking Lot + Gravel Road Repairs/Improveme	$ 10,000	$	$	$	$	$
Curb Stops	$ 7,500	$ -	$ 10,250	$ -	$ -	$ 7,500
Trail Stabilization (Steps & Water Bars)	$ 660	$ 1,372	$ 3,749	$ 7,021	$ 3,247	$ -
Clearing And Grubbing	$ -	$ 11,475	$ 36,575	$ 19,625	$ -	$ 63,588
Asphalt Paving	$ -	$ 191,250	$ 297,000	$ -	$ -	$ -
Gravel Paving	$ -	$ -	$ 45,000	$ -	$ -	$ 90,000
Road Connection To Restroom	$ -	$ -	$ -	$ -	$ -	$ 200,000
Concrete Paving For Shelter Areas	$ -	$ -	$ -	$ 64,800	$ -	$ -
Deciduous Trees	$ -	$ -	$ -	$ 18,000	$ -	$ -
Timbers	$ -	$ -	$	$ -	$ -	$ 9,000
Crusher Fines Pad For Tent	$ -	$ -	$ -	$ -	$ -	$ 5,400
Concrete Trail	$ -	$ -	$ 126,720	$ -	$ -	$ -
Lane/Parking Striping	$ -	$ 3,750	$ -	$ -	$ -	$ -
Timber Steps	$	$	$ 42,240	$	$	$
Earthwork (Earth Berm Safety Backstop)	$ -	$ -	$ -	$ 3,600	$ -	$ -
Paving At Shooting Line	$ -	$ -	$ -	$ 900	$ -	$ -
Capital Costs	**$ 284,040**	**$ 423,847**	**$ 747,584**	**$ 753,496**	**$ 57,597**	**$ 3,636,988**
25% Contingency Costs	**$ 71,010**	**$ 105,962**	**$ 186,896**	**$ 188,374**	**$ 14,399**	**$ 909,247**
Capital Costs with Contingency	**$ 355,050**	**$ 529,809**	**$ 934,480**	**$ 941,870**	**$ 71,996**	**$ 4,546,235**
General Conditions & Mobilization Costs	**$ 35,505**	**$ 52,981**	**$ 93,448**	**$ 94,187**	**$ 7,200**	**$ 454,624**
Design Costs	**$ 31,244**	**$ 46,623**	**$ 82,234**	**$ 82,885**	**$ 6,336**	**$ 400,069**
Total Capital Costs	**$ 421,799**	**$ 629,413**	**$ 1,110,162**	**$ 1,118,942**	**$ 85,532**	**$ 5,400,927**

Table 2. Infrastructure by Phase

Phase	I	II	III	IV	V	VI
Facility Inputs						
Reservoir Size	1,170	1,170	1,170	1,170	1,170	1,170
Percent of Total Capital Costs Incurred	4.8%	12.0%	24.7%	37.4%	38.4%	100.0%
Miles of Trails	2.0	3.0	8.2	17.1	20.2	20.2
Entry Station	-	1	1	1	1	1
Concessionaire Building	-	-	-	-	-	1
Buildings	-	1	1	1	1	2
Parking Spaces	150	225	430	430	430	580
Square Feet	-	300	300	300	300	1,966
Port-a-Lets	1	1	2	3	3	3
Vault Toilets	-	1	1	1	1	3
Campsites	-	-	-	-	-	18
Group Picnic Sites	-	-	-	38	38	38
Incline Challenge	-	-	1	1	1	1
Water Exploration Area	-	-	-	-	-	1
Archery Range	-	-	-	1	1	1
Sledding Hill	-	-	-	-	-	1
Special Events	3	3	4	4	5	6

Table 3. Operating Expenditures by Phase

Phase	I	II	III	IV	V	VI
Labor Costs						
Full Time Staff	-	1	1	1	2	3
Average Annual Salary Paid	$ -	$ 59,000	$ 59,000	$ 59,000	$ 118,000	$ 177,000
Average Benefits (35%)	$ -	$ 20,650	$ 20,650	$ 20,650	$ 41,300	$ 61,950
Subtotal FT Labor Cost	$ -	$ 79,650	$ 79,650	$ 79,650	$ 159,300	$ 238,950
Seasonal workers	2	3	3	3	6	9
Total Seasonal Hours Worked	2,000	3,000	3,000	3,000	6,000	9,000
Subtotal Seasonal Labor Cost ($13/hr)	$ 26,000	$ 39,000	$ 39,000	$ 39,000	$ 78,000	$ 117,000
Subtotal Labor Costs	$ 26,000	$ 118,650	$ 118,650	$ 118,650	$ 237,300	$ 355,950
Operating Costs						
Utilities (based on sq. ft.)	$ -	$ 564	$ 564	$ 564	$ 564	$ 3,697
Equipment & Materials (based on sq. ft.)	$ -	$ 857	$ 857	$ 857	$ 857	$ 5,815
Building Repair & Maintenance (based on sq. ft	$ -	$ 74	$ 74	$ 74	$ 74	$ 488
Land Repair & Maintenance (based on trail-mil	$ 1,386	$ 2,078	$ 5,681	$ 11,847	$ 13,995	$ 13,995
Equipment Repair & Maintenance (per visitor)	$ 385	$ 1,179	$ 1,975	$ 3,227	$ 4,017	$ 4,870
Purchased Services (per visitor)	$ 4,110	$ 13,271	$ 22,227	$ 36,320	$ 46,207	$ 54,802
Uniforms (based on total employees)	$ 66	$ 132	$ 132	$ 132	$ 264	$ 396
Vehicles Leased	1	1	1	1	2	2
Vehicle Lease Costs ($6,000/yr)	$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 12,000	$ 12,000
Vehicle Repair & Maintenance Costs	$ 194	$ 194	$ 194	$ 194	$ 389	$ 389
Vehicle Fuel Costs	$ 2,059	$ 2,059	$ 2,059	$ 2,059	$ 4,119	$ 4,119
Subtotal Operating Cost	$ 13,986	$ 26,216	$ 39,569	$ 61,081	$ 81,097	$ 99,981
TOTAL OPERATING COSTS	$ 39,986	$ 144,866	$ 158,219	$ 179,731	$ 318,397	$ 455,931

Table 4. Operating Revenues by Phase

Phase	I	II	III	IV	V	VI
Annual Visitation						
Baseline Visitation	15,000	47,433	79,866	112,299	144,732	175,965
Camping Visitation	-	-	-	-	-	3,285
Group Picnic Visitation	-	-	-	18,000	18,000	18,000
Water Exploration Area Visitation	-	-	-	-	-	500
Boating Visitors	-	1,000	1,250	1,500	1,500	1;500
Archery Visitors	-	-	-	750	750	750
Total Annual Visitation	15,000	48,433	81,116	132,549	164,982	200,000
Revenues						
Average Gate Revenue per Visitor	$ 1.09	$ 1.09	$ 1.09	$ 1.09	$ 1.09	$ 1.09
Subtotal Gate Revenue	$ -	$ 52,895	$ 88,590	$ 144,762	$ 180,183	$ 218,427
Camping Revenue	$ -	$ -	$ -	$ -	$ -	$ 19,710
Group Picnic Revenue	$ -	$ -	$ -	$ 67,500	$ 67,500	$ 67,500
Subtotal Camping/Picnic Revenue	$ -	$ -	$ -	$ 67,500	$ 67,500	$ 87,210
Watercraft Annual Rental Revenue	$ -	$ 7,500	$ 9,375	$ 11,250	$ 11,250	$ 11,250
Educational Watercraft Class Revenue	$ -	$ 5,250	$ 5,250	$ 5,250	$ 5,250	$ 5,250
Subtotal Watercraft Revenue	$ -	$ 12,750	$ 14,625	$ 16,500	$ 16,500	$ 16,500
Archery Class Annual Revenue	$ -	$ -	$ -	$ 4,500	$ 4,500	$ 4,500
Subtotal Archery Revenue	$ -	$ -	$ -	$ 4,500	$ 4,500	$ 4,500
Special Events	3	3	4	4	5	6
Subtotal Special Event Revenue	$ 1,500	$ 1,500	$ 2,000	$ 2,000	$ 2,500	$ 3,000
Merchandise & Concession Sales	$ -	$ -	$ -	$ -	$ -	$ 62,468
TOTAL OPERATING REVENUES	**$ 1,500**	**$ 67,145**	**$ 105,215**	**$ 235,262**	**$ 271,183**	**$ 392,105**

Table 5. Financial Analysis by Phase

Phase	I	II	III	IV	V	Phases I-V Average	VI
Operations							
Annual Operating Revenues	$ 1,500	$ 67,145	$ 105,215	$ 235,262	$ 271,183	**$ 136,061**	$ 392,105
Annual Operating Costs	$ (39,986)	$ (144,866)	$ (168,219)	$ (179,731)	$ (318,397)	**$ (168,240)**	$ (455,931)
Annual Operations Cash Flow	$ (38,486)	$ (77,720)	$ (63,005)	$ 55,531	$ (47,214)	**$ (32,179)**	$ (63,826)
Revenue-to-Expenditures Ratio	3.8%	46.4%	68.5%	130.9%	85.2%	**86.5%**	86.0%
Operations & Capital							
Annual Net Cash Flow	$ (480,288)	$ (707,133)	$ (1,163,167)	$ (1,083,411)	$ (132,745)	**$ (705,348)**	$ (5,464,763)
Self Sufficiency	0.3%	8.7%	8.3%	18.1%	67.1%	**20.6%**	6.7%
Total Capital Investment	$ 8,766,775						
Return on Investment	40.2%						