



Lone Tree City Council Agenda Tuesday, July 7, 2015

Meeting Location: City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.

Meeting Procedure: The Lone Tree City Council and staff will meet in a public Study Session at 4:30pm. At 6:00pm and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session. If an Executive Session is not necessary, Council will recess for dinner. The Regular Session will be convened at 7:00pm. Study Sessions and Regular Sessions are open to the public, Executive Sessions are not. Comments from the public are welcome at these occasions: 1. Public Comment (brief comments on items not scheduled for a public hearing) 2. Public Hearings. Contact the City Clerk if special arrangements are needed to attend (at least 24 hours in advance).

4:30pm Study Session Agenda

1. IGA w/Regional Transportation District (RTD) re: Southeast Rail Extension Corridor Contribution
 2. IGA w/Rampart Range Metro District No 1 re: Cost Sharing to construct the Southeast Rail Extension Project
 3. South I-25 Urban Corridor Capital Project Implementation Agreement re: Southeast Light Rail Extension Project
 4. Update on Lone Tree Link Circulator Shuttle Management Services
 5. Yosemite Library Reuse Discussion
 6. Potential BID for Entertainment District
 7. Taos GID Update
 8. Reimbursement Agreement for Arts Center Driveway and Town Ridge Drive (Current Agenda Item)
-

6:00pm Executive Session Agenda

1. Roll Call
 2. Executive Session
-

7:00pm Regular Session Agenda

3. Opening of Regular Meeting/Pledge of Allegiance
 4. Amendments to the Agenda and Adoption of the Agenda
 5. Conflict of Interest Inquiry
 6. Public Comment
 7. Announcements
 8. Consent Agenda
 - a. Minutes of the June 16, 2015 Regular Meeting
 - b. Claims for the Period of June 8–29, 2015
 9. Community Development
 - a. **Public Hearing:** Approval of 2015 Comprehensive Plan (*Item to be continued to August 4*)
 10. Public Works
 - a. Approval of Rueter-Hess Recreation Authority IGA
 - b. Approval of Reimbursement Agreement for Arts Center Driveway and Town Ridge Dr.
 11. Council Comments
 12. Adjournment
-

City of Lone Tree Upcoming Events

July 7 – July 25, 2015

More info available at www.cityoflonetree.com and www.lonetreeartscenter.org

- A Paris Holiday, Arts in the Afternoon, Wednesday, July 8th, 1:30 pm, LTAC Event Hall
- Switchback, Tunes on the Terrace, Friday, July 10th, 8:00 pm, LTAC Terrace Theater
- Comedian, Sam Adams, Tunes on the Terrace, Saturday, July 25th, 8:00 pm, LTAC Terrace Theater

**MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE
CITY OF LONE TREE
HELD
June 16, 2015**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, June 16, 2015, at 7:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

James D. Gunning, Mayor
Jacqueline Millet, Mayor Pro Tem
Harold Anderson, Council Member
Kim Monson, Council Member
Susan Squyer, Council Member

Also in attendance were:

Seth Hoffman, City Manager
Jennifer Pettinger, City Clerk
Jeff Holwell, Economic Development Director
Chief Jeffery Streeter, Lone Tree Police Department
Kristin Baumgartner, Finance Director
Kelly First, Community Development Director
Neil Rutledge, City Attorney, White, Bear and Ankele, P.C.
John Cotten, Public Works Director, TTG Corp.

Call to Order

Mayor Gunning called the meeting to order at 7:01 p.m., and observed that a quorum was present.

Pledge of Allegiance

Mayor Gunning led those assembled in reciting the Pledge of Allegiance.

Amendments to the Agenda

There were no amendments to the agenda.

Conflict of Interest

There was no conflict of interest.

Public Comment

There was no public comment.

Announcements

Michelle Timmons, Youth Commissioner, gave Council an update on the Youth Commission.

Mayor Gunning announced upcoming events.

Presentations

Mayor Gunning read the proclamation in honor of Donna Russell.

Consent Agenda

Mayor Gunning noted the following items on the Consent Agenda, which consisted of:

- *Minutes of the June 2, 2015 Regular Meeting*
- *Claims for the period of May 25 – June 8, 2015*
- *Treasurer's Report April 2015*

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to approve the Consent Agenda. The motion passed with a vote of 5-0.

Community Development

Amendment (1st) to IGA w/Douglas BOCC Re: Community Development Block Grant (CDBG) Program for Urban County Years of 2007-2009 Administered by the U.S. Dept. of Housing and Urban Development CDBG Agreement Reauthorization

Jennifer Drybread, Senior Planner, introduced the item and Tina Dill, Douglas County Community Development Block Grant Program. Ms. Dill spoke about the program and the amendment.

Council Member Anderson moved, Mayor Pro Tem Millet seconded, to approve the First Amendment to IGA w/Douglas BOCC Re: Community Development Block Grant (CDBG) Program for Urban County Years of 2007-2009 Administered by the U.S. Dept. of Housing and Urban Development CDBG Agreement Reauthorization. The motion passed with a vote of 4-1, with Council Member Monson voting no.

Approval of RidgeGate East Filing 1 Final Plat (End of Line Station)

Kelly First, Community Development Director, introduced the item and Darryl Jones, Coventry Development. Mr. Jones spoke about the project.

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to approve RidgeGate East Filing 1 Final Plat Project #SB15-34R, subject to final approval by the City Public Works Department, prior to recordation. The motion passed with a vote of 5-0.

Public Works

Approval of Lincoln Pedestrian Bridge

John Cotten, Public Works Director, and Kristen Knoll, Community Outreach Coordinator, introduced the item.

Bill Robertson, 9278 E. Aspen Hill Place, spoke in favor of the project.

Fred Hammer, 9684 Brook Hill Ct., spoke in favor of the project.

Jean Williams, 10158 Bluffmont Lane, spoke in favor the project.

Tom Monson, 8173 Sweetwater Road, spoke in favor of the project and selecting the lower cost option.

Dave Tanin, 9174 Madre Place, spoke in favor of the Leaf Concept Bridge design.

Council Member Monson moved to buy the land and push this off for 4 weeks to be able to get constituent input. There was no second.

Council Member Anderson moved, Council Member Squyer seconded, that City Council direct staff to move forward with those actions necessary to complete property acquisition, final design and construction of the Leaf Concept Bridge across Lincoln Avenue. The motion passed with a vote of 4-1, with Council Member Monson voting no.

Administrative Matters

Acceptance of 2014 Comprehensive Annual Financial Report

Kristin Baumgartner, Finance Director, introduced the item and introduced Susan Opalinski, Auditor. Ms. Opalinski spoke about the Audit.

Council Member Monson moved, Mayor Pro Tem Millet seconded the acceptance of 2014 Comprehensive Annual Financial Report. The motion passed with a vote of 5-0.

Resolution 15-07, ADOPTING THE AMENDED CITY OF LONE TREE ADMINISTRATIVE FEE SCHEDULE

Jennifer Pettinger, City Clerk, introduced the item.

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to approve **Resolution 15-07, ADOPTING THE AMENDED CITY OF LONE TREE ADMINISTRATIVE FEE SCHEDULE**. The motion passed with a vote of 5-0.

Resolution 15-08, APPOINTING A MEMBER TO THE ARTS COMMISSION (Marianne Pestana)

Council Member Squyer introduced the item.

Council Member Squyer moved, Council Member Anderson seconded, to approve **Resolution 15-08, APPOINTING A MEMBER TO THE ARTS COMMISSION (Marianne Pestana)**. The motion passed with a vote of 5-0.

Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 9:11 p.m.

Respectfully submitted,

Jennifer Pettinger, CMC, City Clerk



STAFF REPORT

FINAL STAFF REPORT

TO: Mayor Gunning and City Council
FROM: Kelly First, Community Development Director
DATE: June 17, 2015
SUBJECT: RidgeGate East Filing 1
Final Plat Project #SB15-34R

Owner:
RidgeGate Investments, Inc.
1041 Third Avenue
New York, NY 10021

Representative:
Darryl Jones
10270 Commonwealth Street
Lone Tree, CO 80124

Planning Commission Meeting Date:	June 9, 2015
City Council Meeting Date:	June 16, 2015

A. COUNCIL ACTION:

The City Council unanimously approved the final plat, subject to final approval by the City Public Works Department, prior to recordation.

END



CITY OF LONE TREE

Project Summary

Date: July 7, 2015 City Council Hearing

Project Name: City of Lone Tree Comprehensive Plan Amendments

Project Type / #: Comprehensive Plan Amendments, Project #SP14-07

Staff Contacts: Kelly First, Community Development Director
Jennifer Drybread, Senior Planner

Meeting Type: Public Hearing

Summary of Request:

Request to City Council to open the hearing for the purpose of continuing it until August 4, 2015, to allow the Planning Commission more time for review and input.

Planning Commission Recommendation:

Pending; this item has been continued before the Planning Commission on July 14, 2015.

Suggested Action:

Continuance of the City Council public hearing until August 4, 2015.



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: John P. Cotten, P.E.

DATE: July 1, 2015

FOR: July 7th Council Meeting

**SUBJECT: IGA with Parker Water and Sanitation District
Regarding Creation of a Rueter-Hess Recreation
Authority**

Summary

The Parker Water and Sanitation District (PWSD) has solicited partners in developing primarily passive recreational uses on the land surrounding the Rueter-Hess reservoir as well as non-contact uses of the reservoir. This IGA will create an Authority (Rueter-Hess Recreation Authority) to propose and develop those uses, subject to approval of the PWSD Board.

Cost

There is an initial cost of \$25,000 to participate. These funds will be used to develop a Recreational Master Plan for the reservoir property. In 2016 and following, the Authority Board will propose a budget for the following year. If the City chooses to remain in the Authority, then the City's share of the budget will be required to be funded by the City.

Suggested Motions

"I move to approve the Intergovernmental Agreement between the City of Lone Tree and the Parker Water and Sanitation District and other governmental agencies regarding creation of a Rueter-Hess Recreation Authority."

Background

The IGA contemplates that the Authority will include PWSD, Douglas County, the cities of Lone Tree and Castle Pines, the towns of Parker and Castle Rock subject to their approval of the IGA.

Participation in the Authority is voluntary and any of the participating municipal governments may withdraw by notice given to the Authority 60 days in advance of the withdrawal. New members may be added by application and unanimous approval of the authority Board.

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
RUETER-HESS RECREATION AUTHORITY**

This **INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE RUETER-HESS RECREATION AUTHORITY** (the “Agreement”) is made, entered into as of the ____ day of _____, 2015, by and between: PARKER WATER AND SANITATION DISTRICT (the “District”), a Colorado special district and political subdivision, DOUGLAS COUNTY, a Colorado county and political subdivision (the “County”), 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 “Members”.

RECITALS

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

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;

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 reservoir and adjacent land;

WHEREAS, park and recreation improvements and services are not currently being provided by another entity with respect to Rueter-Hess Reservoir;

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

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 powers and responsibilities by cooperating and contracting with other governments;

WHEREAS, Part 2 of Article 1 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 above-referenced parties to participate collectively in the planning, development, financing, construction and operation of recreational uses, improvements and facilities at the 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 Members agree as follows:

SECTION 1: CREATION OF THE AUTHORITY

1.1 Creation. Pursuant to C.R.S. § 29-1-203, the Members hereby establish a separate legal entity to be known as the “Rueter-Hess Recreation Authority” (the “Authority”).

1.2 Purpose. The purpose of the Authority is to affect the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at Rueter-Hess Reservoir (the “Project”).

1.3 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 the District shall have final decision-making authority regarding any recreational activity at Rueter-Hess Reservoir.

SECTION 2: PROJECT PLAN

The Project will be completed in several phases, including Visioning (Phase 1), Concept Plan (Phase 2) and the Implementation Plan (Phase 3), as detailed in the Rueter-Hess Reservoir Recreation Master Plan, attached hereto as **Exhibit A** and incorporated herein.

SECTION 3: MEMBERSHIP

3.1 Initial Members. The initial Members of the Authority shall be those parties executing this Agreement.

3.2 New Members. Additional municipal, quasi-municipal and other local government members may be included into the Authority upon unanimous approval of the Board of Directors. The Board of Directors may establish criteria for new members, including fees for joining the Authority. Upon joining the Authority, new members shall be granted the same representation on the Board of Directors as the original Members, as described in Section 4.2, below.

3.3 No Restriction on Powers of Members. Nothing herein shall be deemed or construed to restrict, prohibit, or otherwise limit the powers of any Member, and no action of the Authority shall be attributable to its Members.

3.4 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist, then either (i) the plan for dissolution shall contain adequate provisions acceptable to the Authority for the performance of all such Member's obligations to the Authority, or (ii) all such obligations shall be fully paid prior to the effective date of dissolution.

SECTION 4: MANAGEMENT/VOTING/DECISIONMAKING

4.1 Governance. The Authority shall be governed by a Board of Directors (the "Board"). All powers, privileges and duties vested in the Authority shall be exercised and performed by and through its Board.

4.2 Board of Directors. The Board shall be comprised of six members. The governing body of each Member of the Authority shall appoint a representative to the Board, each representative of whom shall be an elected official of the Member or other designated representative. If new members join the Authority in the future, they shall be represented on the Board by a designated representative, and if a Member jurisdiction withdraws from the Authority, then said jurisdiction will lose its representation, such that the total number of Board members shall correspondingly increase or decrease upon the addition or deletion of Member jurisdictions. The Board shall be responsible for the following:

- Overall policy for the Authority
- Implementation of Project objectives pursuant to this Agreement
- Establishing bylaws
- Annual budget
- Annual work program
- Annual audit
- Appointment of committees and subcommittees as appropriate for carrying out Project objectives

The Board of Directors will meet at least annually. One of these meetings will be for review and approval of the annual budget and work program prior to the start of the fiscal year.

There shall be no limitation on the duration a Board member may serve on the Board. Each Member shall be responsible for identifying its representative to the Board of Directors and deciding if it shall be an elected official or designated representative. Additionally, the Board shall allow for alternates in the event a regular representative is unable to attend a meeting.

Board members shall receive no compensation for their services; however, reasonable expenses related to the exercise of Board functions shall be reimbursed.

4.3 Vacancies. Vacancies on the Board of Directors shall be filled by the Member jurisdiction from which the vacancy arises.

4.4 Officers. The Board of Directors shall elect from its membership a Chairperson, Vice Chairperson, Secretary, and Treasurer, who shall have the duties set forth in the bylaws of the Authority, if any have been adopted. Officers shall be elected every year, and shall serve until their successors have been elected. Any Board member may nominate himself or herself or any other Board member as a candidate for an office. The officers shall be elected by an affirmative vote of at least a majority of the Board. The Secretary and Treasurer positions may be served by one individual.

4.5 Voting. The Board of Directors shall act only upon a duly executed vote of the Board members. Each Board member shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of the Board members. A quorum shall consist of a majority of Board members. Proxy voting shall be allowed by alternate representatives designated by a Board member.

4.6 Bylaws and Policies and Procedures. The Board of Directors shall have the power to promulgate bylaws and policies and procedures which shall establish the organizational rules and policies and procedures for the management and operation of the Authority.

SECTION 5: POWERS OF THE AUTHORITY

The Members agree the Authority 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 Members, their constituents and the public, including the authority to:

- 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, finance, manage and operate recreational programs for Members, their constituents and the public
- Fix, maintain, and revise fees, rents, security deposits, and charges for functions, services or facilities provided by the Authority
- 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 powers and the carrying out of its purposes
- Exercise any other powers that are essential to the provision of functions, services or facilities by the Authority and that are specified in this Agreement

SECTION 6: FUNDING, BUDGET, AND ADMINISTRATION

6.1 Initial Contributions. The Members agree that on or after January 1, 2015, each Member will pay an initial contribution in the amount of \$25,000 to be used toward development of the Rueter-Hess Reservoir Recreation Master Plan as detailed in Exhibit A.

6.2 Budget. Each year, the Authority shall prepare a preliminary budget and submit said budget to the Board. The budget shall contain detailed estimates of the operating costs of the subsequent year. Commencing in 2015, the preliminary budget shall be approved by the Board on or before June 30th of each year. The approved preliminary budget shall then be submitted to each of the governing bodies of the Members hereto as soon thereafter as possible. After final action by the governing bodies of the Members upon the preliminary budget, said actions shall be reported back to the Board, which shall adjust the budget accordingly, if necessary. The final budget shall then be approved by the Board in accordance with the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*, as amended. A final budget shall be submitted to each of the governing bodies of the Members no later than December 15th of each year that this Agreement is in effect.

6.3 Contributions to the Budget. The Members agree to contribute to the budget as determined by a unanimous vote of all of the Members.

6.4 Appropriations. Any future expenditure of funds by any Member is subject to the annual appropriations of such Member for such purpose. No debt or multiple fiscal year financial obligation is created by this Agreement.

6.5 Delegation of Administrative Functions and Management of Funds. The Members further agree that management of the administrative affairs of the Authority, 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 of Authority funds shall be as determined by the Board of Directors.

SECTION 7: MISCELLANEOUS

7.1 Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Section 7.2, below.

7.2 Termination. Upon termination or rescission by mutual agreement of a majority of the Members, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment and facilities under this Agreement. Any cost for liabilities incurred by the Authority during the termination of this Agreement and as an expense of termination shall be borne by each Member to the Agreement in equal proportion, or in such other manner as may be determined by the Members.

7.3 Amendment. This Agreement may be modified or amended by the Members at any time in writing and subject to the approval of the governing bodies of the Members.

7.4 Withdrawal. Any Member may withdraw from the Authority by giving written notice to the Authority at least sixty (60) days prior to withdrawal. At the time of withdrawal, the Member shall pay all of its obligations previously budgeted up to the effective date of its withdrawal. Any withdrawing Member terminating its participation pursuant to this provision

shall not be entitled to any reimbursement of its initial cost contribution or any annual operating cost contributions previously paid to the Authority.

7.5 No Waiver of Governmental Immunity Act. The Members hereto 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 Member.

7.6 Entire Agreement. This Agreement contains the entire agreement between and among the Members. The Members 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.

7.7 Fair Dealing. The Members 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 any Member any greater duty or obligation to any other Member than that which already exists as a matter of Colorado law.

7.8 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.

7.9 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.

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

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 pages]

PARKER WATER AND SANITATION DISTRICT

By: _____

Its: _____

ATTEST:

[SEAL]

DOUGLAS COUNTY, STATE OF COLORADO

By: _____

Its: _____

ATTEST:

[SEAL]

CITY OF CASTLE PINES

By: _____

Its: _____

ATTEST:

[SEAL]

CITY OF LONE TREE

By: _____

Its: _____

ATTEST:

[SEAL]

TOWN OF PARKER

By: _____

Its: _____

ATTEST:

[SEAL]

TOWN OF CASTLE ROCK

By: _____

Its: _____

ATTEST:

[SEAL]

EXHIBIT A

[Rueter-Hess Reservoir Recreation Master Plan]



ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

May 5, 2015

Ms. Susan St. Vincent
Parker Water and Sanitation District
18100 Woodman Drive
Parker, Colorado 80134

RE: Rueter-Hess Recreation Master Plan Update

Dear Susan,

Wenk Associates is pleased to submit our fee proposal for master planning services for the Rueter-Hess Reservoir. We have included the following sub-consultants on our team:

Zoeller Consulting will provide community outreach and communication services. Lisa has the vision, expertise and diverse contacts to bring together neighborhoods, local government, nonprofit organizations and business to create win-win land-use solutions. Lisa recently completed work with Wenk Associates on Parker’s Salisbury North Park Master Plan.

BBC Research and Consulting will provide guidance on opportunities for uses that can generate revenue to support on-going operations while balancing objectives of water quality, open space preservation, and site sustainability. Wenk Associates is currently working with them on a master plan for the Arvada Blunn Reservoir.

Urban Interactive Studio (UIS) specializes in creating custom interactive websites and online public engagement efforts for clients worldwide. Wenk Associates is currently working with them on public outreach for a Denver Urban Waterways Feasibility Study.

Following is our approach and fee for the proposal. Please let me know if you have any questions or would like to discuss any aspects for the proposal.

Sincerely,

Nicole K. Horst
Principal

Rueter-Hess Reservoir Recreation Master Plan Update

May 5, 2015

The following process and products describe the scope of work for Rueter-Hess Reservoir Recreation Master Plan Update. The work includes master planning for potential recreational development of the Reservoir property. Rueter-Hess Reservoir is located about 3 miles southwest of downtown Parker. The master planning process is anticipated to take up to 12 months.

Phase 1 - Visioning

The goal of the visioning phase will be to develop potential recreation program elements for the Rueter-Hess Reservoir property. Working collaboratively with the partners of the IGA (Project Partners), the benefits and negatives of potential recreation program elements will be evaluated. A summary of program elements will be prepared that organizes the potential recreation program into elements that are restricted, elements that are required, and elements that may be considered. The program elements will be categorized by specific zones of the site based on site opportunities and constraints such as environmental, safety, infrastructure, slope, and views.

Key tasks of Phase 1 include:

- Review existing reservoir planning documents including but not limited to:
 - 404 permit
 - relevant reservoir technical design documents
 - other management/planning and design documents developed jointly with adjacent landowners/municipalities
 - existing reservoir recreation planning documents
- Collect and review relevant planning and design documents from adjacent municipalities, private developments, and interested parties
 - County, adjacent municipalities parks and recreation master plans, specific park/trail proposals
 - private development open space/park proposals
 - proposed infrastructure/roads
- Prepare a summary context map illustrating adjacent proposed public and private development, restrictions on the reservoir site imposed by 404 and other permit requirements, etc.
- Assemble topographic, slope, view, and other previously prepared mapping as available.
- Facilitate (2-3) recreation use and site development program workshops with the Project Partners:
 - Identify vision and goals for the recreational use of the Reservoir

- Summarize recreation needs assessments prepared by adjacent County and municipal entities
- Identify recreation needs/recent trends
- Identify potential programming elements
- Discuss operating arrangements with Project Partners and potential outside partners (i.e., municipal parks & recreation departments, Colorado State Parks and other entities)
- Identify potential management/maintenance challenges
- Develop a high level concept of operating and capital revenue sources and expenditures
- Discuss reservoir lands available for third-party development of recreation use
- Develop detailed understanding of recreation limitations related to water utility reservoir use
- Identify next steps, i.e.: the potential for a more in-depth recreation needs assessment, testing alternative uses identified in the workshop for their appropriateness on the site, etc.
- Prepare a summary of the workshop, including:
 - Vision and goals
 - Potential Recreation Program elements organized by benefits and challenges, and categorized by restricted, required, and program elements to be considered
 - Identification of potential use zones, noting restrictions and potentials of each
- Present summary to PWSD Board for input and feedback
- Revise summary based on feedback

Meetings:

- (3) Visioning and programming workshops with Project Partners
- Monthly meetings with Project Partners (assumes 3)
- Up to two (2) meetings with adjacent landowners/developers
- PWSD presentation

Deliverables:

- Opportunities and constraints map (coordinated with the 404 permit)
- Summary of vision and goals for the Reservoir
- Summary of potential recreation elements
- Zone diagram of potential use areas

Fee Phase I

\$34,135.00

Phase 2 - Concept Plan

If the visioning phase outlines a viable recreation opportunity, we will develop concept alternatives to evaluate different scenarios of organization, level of use, and circulation. Through collaboration with the Project Partners and a public involvement process, we will develop a final ~~recreation concept plan~~.

Key tasks include:

Prepare Site Development Concept Alternatives

- Develop up to three (3) recreation plan alternatives based on reservoir operational and permitting limitations
- Prepare land-use management/preservation site diagrams as appropriate to reflect alternative recreation use plans; identify potential landscape benefits/impacts
- Identify potential recreation benefits analyses based on visioning
- Present alternatives to the PWSD Board

Public Comment #1 – Concept Alternatives

- Present concept alternatives in an open house format at 2 locations to gather public comment and feedback
- Develop web-based public comment utilizing Parker Water’s website
- Present feedback and discuss direction for final plan to the PWSD Board

Prepare a Final Site Recreation Concept Development Plan

- Site development program; recreational, educational, and management goals and objectives
- Narrative describing plan components
- Final ~~site development concept plan~~
 - Prepare conceptual grading studies for primary development areas
 - Prepare site infrastructure concept plans (roads, utilities, etc.)
 - Prepare illustrative concepts for site structures, related site elements

Public Comment #2 – Final Plan

- Present ~~Final Plan~~ in an open house format at one location gather public comment and feedback
- Update web-based public comment
- Present feedback and recommended revisions for final plan to the PWSD Board

Meetings:

- Three (3) public meetings (assumes 2 locations for Public Meeting #1, and 1 location for Public Meeting #2)
- Monthly progress meetings with Project Partners (assumes 3)
- Two (2) meetings with PWSD Board

Deliverables:

- Open House Graphics
- Website
- 2-3 Concept Alternatives
- Final Concept Plan and narrative description

Fee Phase II

\$51,490.00

Phase 3 - Implementation Plan

An implementation plan for the ~~final plan~~ will be developed. The implementation plan will include phasing, estimated construction costs, estimated operation and maintenance costs, and a business plan. The stakeholder group needs a practical implementation plan to accompany the recreation master plan at Rueter-Hess. Revenue generation, cost recovery and operating costs considerations should be integrated with other issues during the planning process. A logical and financially efficient phasing of capital investment should be integrated into the planning process as well.

Key tasks include:

- Prepare an Implementation Plan
 - Construction phasing plan
 - Construction cost estimate by phase
 - Financing/development partnerships
 - Operational costs / Business plan
- Prepare a Final ~~Master Plan~~ Report
 - Document the process, vision, and key elements of the final plan in a report
- Presentation to PWSD Board

Meetings:

- Monthly progress meetings with Project Partners (assumes 3)

- Meeting with PWSD Board

Deliverables:

- Final Plan Report & Implementation plan
 - Final Plan and narrative
 - Master Plan process
 - Construction phasing plan
 - Construction cost estimate by phase
 - Financing/development partnerships
 - Operational costs / Business plan

Fee Phase III **\$37,950.00**

Total Fee **\$123,575.00**

Preliminary Fee Breakdown by Consultant

Wenk Associates, Inc.	\$83,600.00
BBC Research and Consulting	21,840.00
Zoeller Consulting	10,135.00
<u>Urban Interactive Studio</u>	<u>8,000.00</u>
Total Fee	\$123,575.00



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: John P. Cotten, P.E.

DATE: July 1, 2015

FOR: July 7th Council Meeting

SUBJECT: Reimbursement Agreement for the Arts Center Driveway and Town Ridge Drive

Summary

In order to avoid having two contractors in a constrained area and to take advantage of a larger contract to reduce prices, the Arts Center Driveway relocation and construction of Town Ridge Drive adjacent to the new library were bid with Rampart Range Metropolitan District's Filing 21 roadway project.

Cost

The cost for the Arts Center driveway relocation is \$147,656.11 and the cost for the Town Ridge Drive construction is \$150,552.18. There is a contingency of 5% on both of those costs for any unforeseen changes.

Suggested Motions

"I move to approve the reimbursement agreement with Rampart Range Metropolitan District No. 1 for the Arts Center driveway reconstruction and Town Center Drive construction."

Background

The Arts Center driveway is being reconstructed to align with Arts Center Drive in order to avoid a closely offset intersection condition on Commons Street.

The City's portion of the Town Ridge Drive construction was a part of the IGA with the Douglas County Library District for construction of the new library.

COST SHARING AND REIMBURSEMENT AGREEMENT

This COST SHARING AND REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 2015, by and between **RAMPART RANGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and the CITY OF LONE TREE, a home rule municipal corporation of the State of Colorado (“Owner”). Each of the District and Owner shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner owns certain real property located in the City of Lone Tree, Colorado, within the service area of the District (the “Arts Center Property”); and

WHEREAS, the District has been created to assist in the provision of services necessary for certain public improvements to be installed and constructed in order for the property within its service area, including the Arts Center Property, to be developed; and

WHEREAS, the District has undertaken a project consisting, in part, of the construction of an access road and related facilities extending from Arts Center Drive to the west of Commons Street (the “Project”), in accordance with the approved Ridgeway-Section 15, Filing No. 21 Cultural Arts Center Reimbursement Agreement Exhibit prepared by Merrick & Co. and dated April 8, 2015 (the “Project Document”), which Project Documents are attached hereto and incorporated herein by this reference as Exhibit A; and

WHEREAS, the location of the Project is generally west of Commons Street at the existing western terminus of Arts Center Drive as shown on Exhibit A and Town Ridge Drive (Exhibit C) (the “Project Area”); and

WHEREAS, the improvements constituting the Project have been or will be installed for the direct benefit of Owner and the Arts Center/Town Ridge Property and constitute development obligations of Owner, but to promote efficiency, the District has contracted directly with Merrick & Co (“Contractor”) to complete the Project as part of a larger District infrastructure project; and

WHEREAS, due to the mutual benefit that will derive from the Project, the Parties desire to cooperate in the funding of the Project as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. The Project.

(a) Completion of Project. The Project consists of construction and installation of an access drive and related facilities within the Project Area in accordance with

the Project Document and any necessary re-vegetation. The District shall complete the Project in accordance with the Project Document. Any deviation from the Project Document shall be subject to the prior review and approval of Owner. The District shall enforce construction warranties and/or seek recourse for defective work associated with the Project Document, which obligation will survive the term of the agreement noted in section 3, below.

(b) Project Costs; Reimbursement by Owner. As more particularly described on Exhibit B and D attached hereto and incorporated herein by this reference, the Parties agree that Contractor has estimated the cost of the Project at \$298,208.29 (the “Estimated Contract Amount”). The District shall be responsible for initially paying the costs associated with completing the Project. Owner shall reimburse the District for the actual costs associated with the Project and paid by the District to the extent such actual costs do not exceed the Estimated Contract Amount by more than five percent (5%) (“Reimbursement Cap”). If anticipated costs are to exceed the Reimbursement Cap, the District will provide notice to the Owner upon knowledge of such costs. Owner shall make payment of the amount stated in any invoice to the District, not to exceed the Reimbursement Cap, within (30) days following the termination of the Inspection Period, as defined below.

2. Notice of Completion. Upon completion of the Project, the District shall promptly provide notice thereof to Owner, together with proof of Contractor’s paid invoice and all as-built information, inspection reports, progress photos, and all other relevant information to which the District has access. Owner shall have five (5) business days following the receipt of the notice and accompanying information to inspect the Project Area and to provide any written objections thereto (the “Inspection Period”). If no written objections are received within the Inspection Period, Owner shall be deemed to have approved the completion of the Project and shall have waived any further rights to object, provided, however, the District agrees to partially assign (to the extent assignable) to Owner, on a non-exclusive basis, any warranties provided by the Contractor or material suppliers for any Project improvement that will be owned and maintained exclusively by Owner. In the event Owner provides any written objection during the Inspection Period, the Parties shall work in good faith to resolve such objection. In the event the Parties are unable to resolve such objection within thirty (30) days after the District’s receipt of the written objection, the Parties shall agree upon an independent third-party engineer to review the objection and the decision of the independent third-party engineer shall be binding upon the Parties.

3. Term. This Agreement is effective as of the date first set forth above and shall continue in full force and effect until Owner makes full reimbursement to the District of all amounts due hereunder.

4. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery, via facsimile, via email, via FedEx or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Rampart Range Metropolitan District No. 1
c/o CliftonLarsonAllen LLP

8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111-2811
Attn: Denise Denslow
Phone: 303-779-4525
Fax: 303-773-2050
Email: denise.denslow@clacconnect.com

With a Copy To: McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1214
Attn: Megan Becher
Phone: 303-592-4380
Fax: 303-592-4385
Email: mbecher@mcgeadysisneros.com

Lone Tree: City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124
Attn: Seth Hoffman, City Manager
Gary R. White, City Attorney

With a Copy To: City of Lone Tree
9222 Teddy Lane
Lone Tree, CO 80124
Attn: John Cotten, Public Works Director

5. **Default/Remedies.** In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

6. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Colorado.

7. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

8. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

9. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

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

11. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

12. **Amendment.** This Agreement may be amended from time to time by agreement between the parties hereto, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Owner unless the same is in writing and duly executed by the parties hereto.

13. **Assignment and Delegation.** Neither party may assign its rights or delegate its duties hereunder, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Any purported assignment or delegation without such consent shall be void.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

[SIGNATURE PAGE FOLLOWS]

**RAMPART RANGE METROPOLITAN
DISTRICT NO. 1**, a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: _____
Keith D. Simon, President

Attest:

Secretary

CITY OF LONE TREE, a home rule
municipal corporation

James Gunning, Mayor

ATTEST:

Seth Hoffman, City Manager