

DARRYL GLENN SALLIE CLARK PEGGY LITTLETON

# **COMMUNITY SERVICES DEPARTMENT**

 $Park\ Operations \sim Planning \sim CSU\ Extension \sim Community\ Outreach \\ Environmental\ Services \sim Veterans\ Services \sim Recreation/Cultural\ Services$ 

### Park Advisory Board Meeting Agenda

Wednesday, April 13, 2016 – 1:30 p.m.

Centennial Hall, 200 S. Cascade, Colorado Springs

<u>ltem</u>			<u>Presenter</u>	<u>Recommended</u> <u>Action</u>
1.	Call N	Meeting to Order	Chair	
2.	Appro	oval of the Agenda	Chair	Approval
3.	Appr	oval of Minutes	Chair	Approval
4.	Intro	ductions / Presentations		
5.	Items	en Comments / Correspondence on s Not On the Agenda (limited to five minutes s extended by Chair)	Chair	
6.	Deve	Iopment Applications		
	Α.	Jackson Ranch Amended Preliminary Plan/ Jackson Ranch Filing No. 2 Final Plat	Ross Williams	Endorsement



7.	Information / Action Items		<u>Presenter</u>	Recommended Action
	A.	Urban Park Grant Application / Lorson Ranch East Meadows Park, Phase 1	Elaine Kleckner	Endorsement
	В.	Urban Park Grant Application / The Glen at Widefield Filing No. 6	Elaine Kleckner	Endorsement
	C.	Fountain Creek Regional Trail Flood Repairs at Fishers Canyon	Jason Meyer	Information
	D.	Falcon Regional Park Update	Elaine Kleckner	Information
	E.	Pikes Peak Birding and Nature Festival	Todd Marts	Information
	F.	2017 – 2021 El Paso County Strategic Plan	Tim Wolken	Endorsement
8.	Mont	hly Reports	Staff	Information

9. Board / Staff Comments

# 10. Adjournment

#### RECORD OF PROCEEDINGS

### Minutes of the March 9, 2016 El Paso County Park Advisory Board Meeting CSU Extension, 17 N Spruce Street Colorado Springs, Colorado

<u>Members Present:</u> Michael Straub, Chair Jeff Cramer, 1st Vice Chair Ann Nichols, 2nd Vice Chair Terri Hayes, 3 rd Vice Chair Judi Tobias, Secretary Shirley Gipson Jane Dillon Julia Sands de Melendez Staff Present:

Tim Wolken, Community Services Director Elaine Kleckner, Planning Manager Sabine Carter, Admin Coordinator Todd Marts, Rec & Cultural Services Manager Brad Bixler, Park Operations Manager Christine Burns, Community Outreach Manager Jason Meyer, Project Manager Ross Williams, Park Planner

### Absent:

Bob Falcone

The following minutes are a summary of the proceedings. A recording is available upon request at the El Paso County Parks Administration Office.

- 1. <u>Call to Order:</u> The meeting was called to order at 1:39 p.m. by Michael Straub, Chair.
- 2. <u>Approval of Agenda:</u> Ann Nichols made a motion to approve the meeting agenda. Shirley Gipson seconded the motion. The motion carried 8 - 0.
- 3. <u>Approval of Minutes:</u> Ann Nichols made a motion to approve the February 10, 2016 minutes. Terri Hayes seconded the motion. The motion carried 8 0.
- 4. <u>Introductions and Presentations:</u>

### 5. <u>Citizen Comments / Correspondence:</u>

Susan Davies, Executive Director of Trails and Open Space Coalition, provided an overview of the proposed City of Colorado Springs / Broadmoor land exchange.

### 6. <u>Development Applications:</u>

### A. <u>Providence Point Estates – Final Plat</u>

Ross Williams provided an overview of the Providence Pointe Estates – Final Plat and addressed questions. After public comment/discussion, the Board decided to add the following language to the recommendation: "A non-exclusive trail easement is acceptable to the County as long as other easement holders agree."

Shirley Gipson recommended to the Planning Commission and the Board of County Commissioners that approval of the Providence Point Estates Final Plat include the following amended conditions: Require fees in lieu of land dedication for regional park purposes in the amount of \$2,016, and request that 25-foot wide public regional trail easements along the north and east property lines be dedicated to the County via the final plat for public multi-use trails. The County agrees to relinquish the eastern north/south easement when an alternate north/south alignment through an adjacent property providing a trail connection to Black Forest Regional Park is dedicated to the County via final plat or easement agreement. A non-exclusive trail easement is acceptable to the County as long as other easement holders agree. Jane Dillon seconded the motion. The motion carried 8-0.

### B. <u>Samuel Woodfill Emplacement – Minor Subdivision</u>

Ross Williams provided an overview of the Samuel Woodfill Emplacement – Minor Subdivision.

Jeff Cramer recommended to the Planning Commission and the Board of County Commissioners that approval of the Samuel Woodfill Emplacement - Minor Subdivision include the following condition: Require fees in lieu of land dedication for regional park purposes in the amount of \$1,008. Judi Tobias seconded the motion. The motion carried 8-0.

### 7. <u>Information / Action Items:</u>

### A. <u>2016 Park Advisory Board Tour</u>

Brad Bixler led a discussion on the 2016 Park Advisory Board tour. The Park Advisory Board scheduled the tour on Saturday, May 14, 2016 and will include west park sites including:

- Bear Creek Regional Park (Dog park, community gardens, equestrian skills course and archery range)
- Bear Creek Nature Center
- Ute Pass Regional Trail
- Rainbow Falls

(Ann Nichols left the meeting at 2:15pm)

### B. <u>Park Lands Agreement – Forest Lakes Residential Development LLC</u>

At the January, 2016 Park Advisory Board (PAB) meeting, the PAB included the following in the endorsed motion regarding the Forest Lakes Filing No. 2A Final Plat: *Require fees in lieu of land dedication for urban park purposes in the amount of \$15,476, but recommends additionally that a waiver of urban park fees be addressed in a future park lands agreement as an acceptable alternative to urban park fees if executed prior to recording of the final plats and subject to provision of additional neighborhood park amenities, specifically Waterfront Park.* 

Per above, the Forest Lakes Residential Development has requested a Park Lands Agreement. Ross Williams provided an overview of the proposed Park Lands Agreement – Forest Lakes Residential Development, LLC and addressed questions.

#### RECORD OF PROCEEDINGS

The agreement includes Waterfront Park being completed within two years of the execution of the agreement. If not completed within two years, the Urban Park fees in the amount of \$15,476 will be immediately paid to the County.

# Terri Hayes moved to endorse the Park Lands Agreement with Forest Lakes Residential Development, LLC. Judi Tobias seconded the motion. The motion carried 7-0.

(Ann Nichols rejoined the meeting at 2:23pm)

### 8. <u>Monthly Reports:</u>

Jeff Cramer inquired about the irrigation of the multi-purpose field at Falcon Regional Park. Elaine Kleckner stated that the field will temporarily have native grass without permanent irrigation due to budget consideration. In the future, Falcon Regional Park may have up to 4 multi-purpose, irrigated fields. A local soccer league has expressed interest in participating in the development of the fields.

Terri Hayes requested an update on the Elephant Rock Open Space fundraising efforts. Elaine Kleckner stated that we still need \$31,500 but there is a grant prospect that will be explored further.

Tim Wolken updated the PAB on the proposed amendments to the County Parks Rules and Regulations. A work session with the Board of County Commissioners will be conducted on March 17, 2016 to review the proposed changes.

### 9. <u>Board/Staff Comments:</u>

10. Adjournment: The meeting adjourned at 2:38 p.m.

Judi Tobias, Secretary

### El Paso County Parks

### Agenda Item Summary Form

Information:	Endorsement: X
Presenter:	Ross Williams, Park Planner
Agenda Item Number:	#6 - A
Agenda Date:	April 13, 2016
Agenda Item Title:	Jackson Ranch Amended Preliminary Plan / Jackson Ranch Filing No. 2 Final Plat

### Background Information:

Request for approval by Land Resource Associates, on behalf of Four Gates Land Development, for approval of an amended preliminary plan, as well as the approval of the final plat for Filing No. 2. A request to rezone the property from RR-5/RR-2.5 to RR-2.5 is being processed concurrently. The property is located northeast of the intersection of Roller Coaster Road and Higby Road.

The original preliminary plan, endorsed by the Park Advisory Board and approved by the Board of County Commissioners in 2014, was comprised of 24 residential lots on 77.63 acres, with a concurrent rezone from RR-5 to RR-2.5. Jackson Ranch Filing No. 1, also approved in 2014 but not included in this Amendment, was comprised of 6 lots totally 24.41 acres.

The Jackson Ranch Amended Preliminary Plan adds an additional 60.15 acres and 13 residential lots to the approved 77.63-acre, 24-lot Preliminary Plan to allow for the development of 37 2.5-acre (minimum) single family residential lots on 119.21 acres. Two tracts totaling 14.7 acres will be utilized as open space and drainage facilities to be owned and maintained by the property owners association.

Jackson Ranch Filing No. 2 Final Plat consists of 8 2.5-acre (minimum) residential lots on 33.75 acres and includes 9.27 acres of the aforementioned open space tract.

The 2013 El Paso County Parks Master Plan shows no regional trails running through or directly adjacent to the proposed subdivision. Fox Run Regional Park is located .5-mile south of the property, as are the proposed Baptist Road Bicycle Route and the proposed Fox Run Regional Trail. The proposed Hodgen Road and Roller Coaster Road Bicycle Routes are located approximately .5-mile

southeast of the property. The proposed Cherry Creek Regional Trail and Highway 105 Bicycle Route are located approximately .90 miles northwest of the property, while the proposed Highway 83 Bicycle Route is 1 mile east. The property is not located within any candidate open space land, although the Fox Run Grasslands Candidate Open Space is located .35 mile south of the property.

El Paso County Parks requests dedication of trail easements or other mitigation as allowed by the Land Development Code and applicable procedures if the El Paso County Parks Master Plan identifies a trail and/or route within a project area. As it pertains to this application, the El Paso County staff recommends that the landowner, Four Gates Land Development, pay fees in lieu of land for regional park purposes.

### Recommended Motion: Jackson Ranch Amended Preliminary Plan

Recommend to the Planning Commission and Board of County Commissioners that approval of the Jackson Ranch Amended Preliminary Plan include the following condition: Require fees in lieu of land dedication for regional park purposes in the amount of \$12,432.

### **Recommended Motion: Jackson Ranch Filing No. 2 Final Plat**

Recommend to the Planning Commission and Board of County Commissioners that approval of the Jackson Ranch Filing No. 2 Final Plat include the following condition: Require fees in lieu of land dedication for regional park purposes in the amount of \$2,688.



**Community Services Department** 

Park Operations ~ Planning ~ Recreation / Cultural Services

Environmental Services ~ Veterans Services ~ CSU Extension

April 13, 2016

Subdivision requirements referenced in section 8.5.2 of the El Paso County Land Development Code. Fees are based on average land values within designated areas. See El Paso County Board of County Commissioners (BoCC) Resolution for fees established on annual basis. The Park Advisory Board meets the second Wednesday of each month, 1:30 p.m., BoCC Auditorium, second floor Centennial Hall Building, 200 S. Cascade, Colorado Springs.

Name:	Jackson Ranch An	nended Preliminary Plan	Application Type: Prel	minary Plan
DSD Reference #: SP-16-001			CSD / Parks ID#:	0
Applicant / Owner:		Owner's Representative:	Total Acreage: Total # of Dwelling Units	119.21 37
Four Gates Land Development, LLC Marlene J. Brown, MM		Land Resource Associates David Jones	Gross Density:	0.31
17435 Roller Coaster Road Monument, CO 80132-8312		9736 Mountain Road Chipita Park, CO 80809	Park Region: Urban Area:	2 1

Existing Zoning Code:

Development

Application

Permit

Review

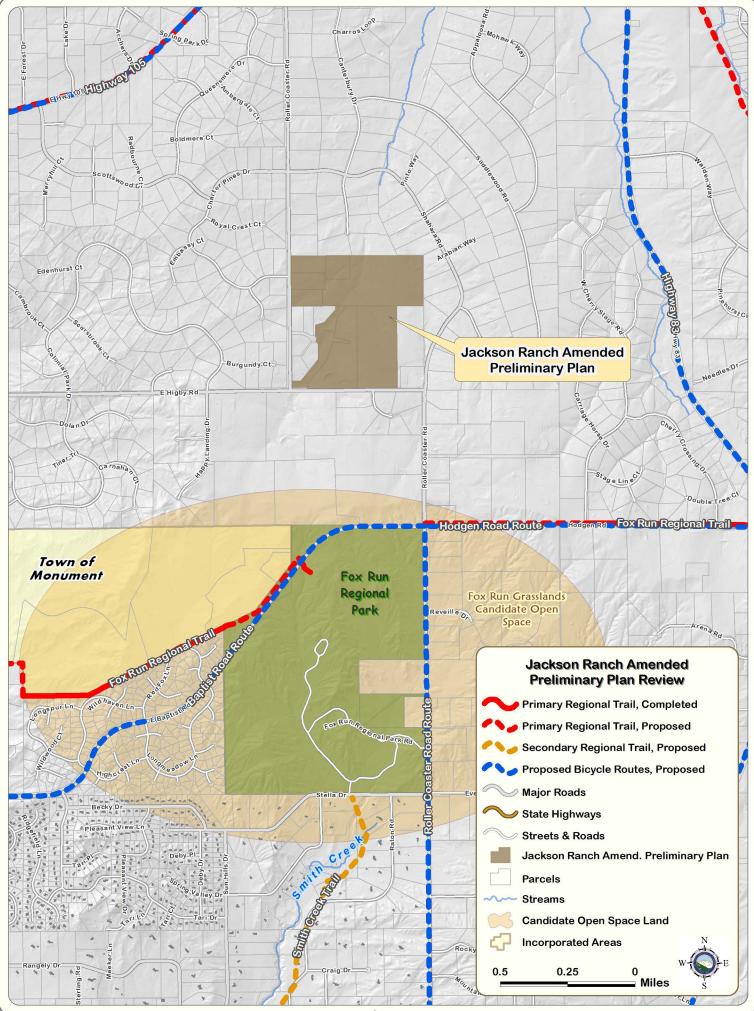
RR-5/RR-2.5 Proposed Zoning:

**RR-2.5** 

REGIONAL AND URBAN PARK REQUIREMENTS				
Regional Park land dedication shall be 7.76 acres of park land per 1,000 projected residents. The number of projected residents shall be based on 2.5 residents per dwelling unit.	Urban Park land dedication shall be 4 acres of park land per 1,000 projected residents. The number of projected residents shall be based on 2.5 residents per dwelling unit.			
LAND REQUIREMENTS		Urban Density: (1 unit / 2.5 acre or greater)		
Regional Parks: 2	Urban Parks Area:	1		
0.0194 Acres x 37 Dwelling Units = 0.718 acres	Neighborhood: Community: Total:	0.00375 Acres x 0 Dwelling Units = 0.00 acres 0.00625 Acres x 0 Dwelling Units = 0.00 acres 0.00 acres		
FEE REQUIREMENTS				
Regional Parks: 2	Urban Parks Area:	1		
\$336.00 / Unit x 37 Dwelling Units= \$12,432.00	Neighborhood: Community: Total:	\$72.00 / Unit x 0 Dwelling Units = \$0.00 \$119.00 / Unit x 0 Dwelling Units = \$0.00 \$0.00		
ADDITIO	NAL RECOMMENI	DATIONS		
Staff Recommendation: Recommen	d to the Planning Co	ommission and the Board of County		

Commissioners that approval of the Jackson Ranch Amended Preliminary Plat include the following condition: Require fees in lieu of land dedication for regional park purposes in the amount of \$12,432.

Park Advisory Board Recommendation:



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#### LETTER OF INTENT

February 29, 2016

### **RE: JACKSON RANCH – AMENDED PRELIMINARY PLAN APPLICATION**

PARCEL NUMBERS (see attached list)

**OWNERS** (see attached list)

#### DEVELOPER

Four Gates Land Development, LLC Marlene Brown, Managing Member 17435 Roller Coaster Rd. Monument, CO 80132-8312 719 492 0355 marlene.fourgates@gmail.com

#### CONSULTANT

Land Resource Associates, c/o David Jones 9735 Mountain Road Chipita Park, CO 80809 719.684.2298 <u>chipita1@comcast.net</u>

#### SITE INFORMATION

The proposed Jackson Ranch subdivision is located within portions of the NW ¼ of Section 21, T11S, R66W of the 6<sup>th</sup> PM. More specifically, the property is located at the northeast corner of the intersection of Roller Coaster Road and Higby Road and is bounded on the east by the Tri-State Generation & Transmission Association's electric transmission facilities and the Canterbury East subdivision (5.0 ac), on the north by the Canterbury West subdivision (5.0 ac), on the south by the Oldborough subdivision (PUD) and on the west by the Bent Tree III subdivision (2.5 ac). Vehicular access to the site is proposed from Roller Coaster Road and from Higby Road. Both roadways are proposed to be County owned and maintained rural residential, 60 foot right-of-way, asphalt surfaced and designed and constructed to El Paso County standards and specifications. The 119.21 acre site is currently zoned RR2.5 and RR5.

#### **DEVELOPMENT REQUEST**

r. 8102 r S R

The applicant is requesting an Amended Preliminary Plan approval to allow for the development of 37 single family residential lots at a minimum lot size of 2.5 acres each and the inclusion of 14.7 acres of private open space.

The original Jackson Ranch subdivision comprised only a portion of the Brown family ranch holdings. The currently approved Preliminary Plan was zoned RR2.5 in 2014 and facilitated 24 lots on 77.63 acres. Filing 1, totaling 6 lots on 24.41 acres, was also platted and constructed in 2014 and is not included within the proposed Amended Preliminary Plan.

The Brown family is now desirous of including the remaining un-subdivided portions of the ranch within the Jackson Ranch subdivision. The added portion of the subdivision adjoins the northerly portion of the original subdivision and totals 60.15 acers intended to facilitate 13 2.5 acre lots

### JUSTIFICATION FOR REQUEST

The proposed Jackson Ranch Amended Preliminary Plan is consistent with the proposed RR2.5 zoning.

The subdivision's proposed land use, density and physical design are consistent with the goals and objectives of the 2000 Tri-Lakes Comprehensive Plan and the El Paso County Master Plan.

Adequate public facilities have been addressed in the applicant's plans and reports addressing; Transportation Impact, Water Resources, Waste Water Treatment, Geologic Hazards, Drainage, and Natural Resources.

Preliminary service comments have been provided by the Tri-Lakes Monument Fire District, Mountain View Electric Association and Blackhills Energy Corp.

### **EXISTING AND PROPOSED IMPROVEMENTS**

Two single family homes with associated ranch structures exist on the property and will remain on individual 2.5 acre lots. The original ranch homestead, including a historic home and outbuildings, also exists on site and will remain on a 2.5 acre lot.

Other existing improvements within this parcel are related to past ranching activities including stock ponds, equestrian facilities and trails. The area contains some drainage facilities related to past SCS erosion control facilities.

Proposed improvements within this parcel include; County owned and maintained asphalt roadways, drainage facilities, electric service, natural gas service and telephone service. Grading and earthmoving activities will be limited to roadway, drainage and utility construction areas.

#### SUPPLEMENTAL INFORMATION

The proposed Tracts A and B, totaling 14.7 acres, are intended as a private open space and drainage facilities parcels to be owned and maintained by the proposed property owners association.

The property is located within the service areas of Mountain View Electric Association, Blackhills Energy Corporation, Qwest Telephone, Tri-lakes Monument Fire Protection District and the Lewis-Palmer School District.

Water service is intended to be provided by individual on site wells operated under a State approved Water Augmentation Plan. Waste water is intended to be treated via individual on site septic systems designed, constructed and operated under State and County Health Department rules and regulations.

The developer proposes to pay fees in lieu of land dedication for school dedication and regional park dedication requirements.

The developer will be responsible for constructing all required subdivision improvements at his sole expense. Installation of the required improvements will be guaranteed by a completion bond, letter of credit or joint certificate of deposit acceptable to the El Paso County Board of County Commissioners.

There are no slopes exceeding 30% within the proposed buildable lot areas or road ROW. A few areas of slopes exceeding 30% exist within Tracts A and B and are limited to existing pond embankments and drainage swale side slopes. No construction is proposed within these areas.

All lots within this subdivision are subject to transportation impact fees in accordance with the El Paso County Road Impact Fee Program (Resolution No. 12-382), as amended, at the time of building permit application.

### WAIVERS REQUESTED

No waivers to the El Paso County Land Development Code are being requested with this application.

The applicant has previously received a "deviation" to the El Paso County Engineering Manual regarding the maximum length of a cul-de-sac.

February 23, 2016

### JACKSON RANCH AMENDED PRELIMINARY PLAN **OWNERSHIP & SIGNATURE LIST**

Parcel No. 6121000021 & 6121004001 Morgan R. Brown & Christine F. Brown 17435 Roller Coaster Rd. Monument, CO 80132-8312

Morgan R. Brown	Date
Christine F. Brown	Date
Parcel No. 6100000188	
Gwilym R. Brown	
17435 Roller Coaster Rd.	
Monument, CO 80132-8312	
Gwilym R. Brown	Date
Parcel No. 6121000013	
Marlene J. Brown	
17435 Roller Coaster Rd.	
Monument, CO 80132-8312	
Marlene J. Brown	Date
Parcel No. 6121000019, 6121000018 & 6121006007	
Four Gates Land Development LLC, Marlene J. Brown, Mana 17435 Roller Coaster Rd.	ging Member
Monument, CO 80132	
Marlene J. Brown MM, Four Gates Land Development LLC	Date

2906 Beacon Street, Suite B Colorado Springs, CO 80907 719-636-5179 719-636-5199 fax

#### JACKSON RANCH PRELIMINARY

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, INCLUDING TRACT A, AS PLATTED BY THE JACKSON RANCH FILING NO. 1 SUBDIVISION PLAT RECORDED AT RECEPTION NO. 215713577 OF THE EL PASO COUNTY RECORDS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE SOUTH LINE OF THE NORTHWEST QUARTER IS THE BASIS OF BEARINGS FOR THIS DESCRIPTION, S88°46'41'W A DISTANCE OF 2639.80 FEET AND IS MONUMENTED BY A 2 ½" DIAMETER ALUMINUM CAP LS #23890 ON THE EAST AND A 2 ½" DIAMETER ALUMINUM CAP LS # 9853 ON THE WEST; THE DIRECTION IS BASED ON THE OLDBOROUGH HEIGHTS SUBDIVISION RECORDED AT RECEPTION NO. 203230835 OF THE EL PASO COUNTY RECORDS)

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21 AS MONUMENTED BY A 2 ½" DIAMETER ALUMINUM CAP LS # 23890; THENCE S88°46'41"W ON THE SOUTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 527.54 FEET;

THENCE N01°13'19"W A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE ADDITIONAL RIGHT OF WAY GRANTED BY THE MONUMENT SUBDIVISION EXEMPTION PLAT AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 213713382 OF SAID EL PASO COUNTY RECORDS AND THE THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

THENCE S88°46'41'W ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE 1772.50 FEET; THENCE N01°13'19'W A DISTANCE OF 23.40 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID TRACT A, AS PLATTED BY THE JACKSON RANCH FILING NO. 1 SUBDIVISION;

THE FOLLOWING TWELVE (12) COURSES ARE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT A;

- 1. THENCE N87°47'22"W A DISTANCE OF 60.17 FEET;
- 2. THENCE S88°46'41"W A DISTANCE OF 235.00 FEET;
- 3. THENCE N01°31'32"W A DISTANCE OF 128.00 FEET;
- 4. THENCE N88°28'28"E A DISTANCE OF 169.00 FEET;
- 5. THENCE N37°16'24"E A DISTANCE OF 548.00 FEET;
- 6. THENCE N01°46'03"W A DISTANCE OF 299.00 FEET;
- 7. THENCE N49°14'14"W A DISTANCE OF 72.00 FEET;

NECEIVED VERSION MAR 2 J. 2016 1 8. THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FFET, THROUGH A CENTRAL ANGLE OF 99°16'43", AN ARC DISTANCE OF 103.96 FEET, THE LONG CHORD OF WHICH BEARS N01°52'36"W A DISTANCE OF 91.44 FEET;

9. THENCE N01°31'32"W A DISTANCE OF 224.00 FEET;

10: THENCE N71°01'34"E A DISTANCE OF 189.00 FEET;

11. THENCE N39°35'55"E A DISTANCE OF 331.00 FEET;

12. THENCE N01°31'32"W A DISTANCE OF 62.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT A, AND A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER;

THENCE S88°42'39"W ON SAID THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER AND THE NORTH LINE OF SAID JACKSON RANCH SUBDIVISION FILING NO. 1, A DISTANCE OF 876.59 FEET TO A POINT 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER;

THENCE N01°31'32"W ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 991.58 FEET TO A PONT ON THE NORTH LINE OF THE NORTHWEST QUARTER 30.00 EAST OF THE NORTHWEST CORNER THEROF;

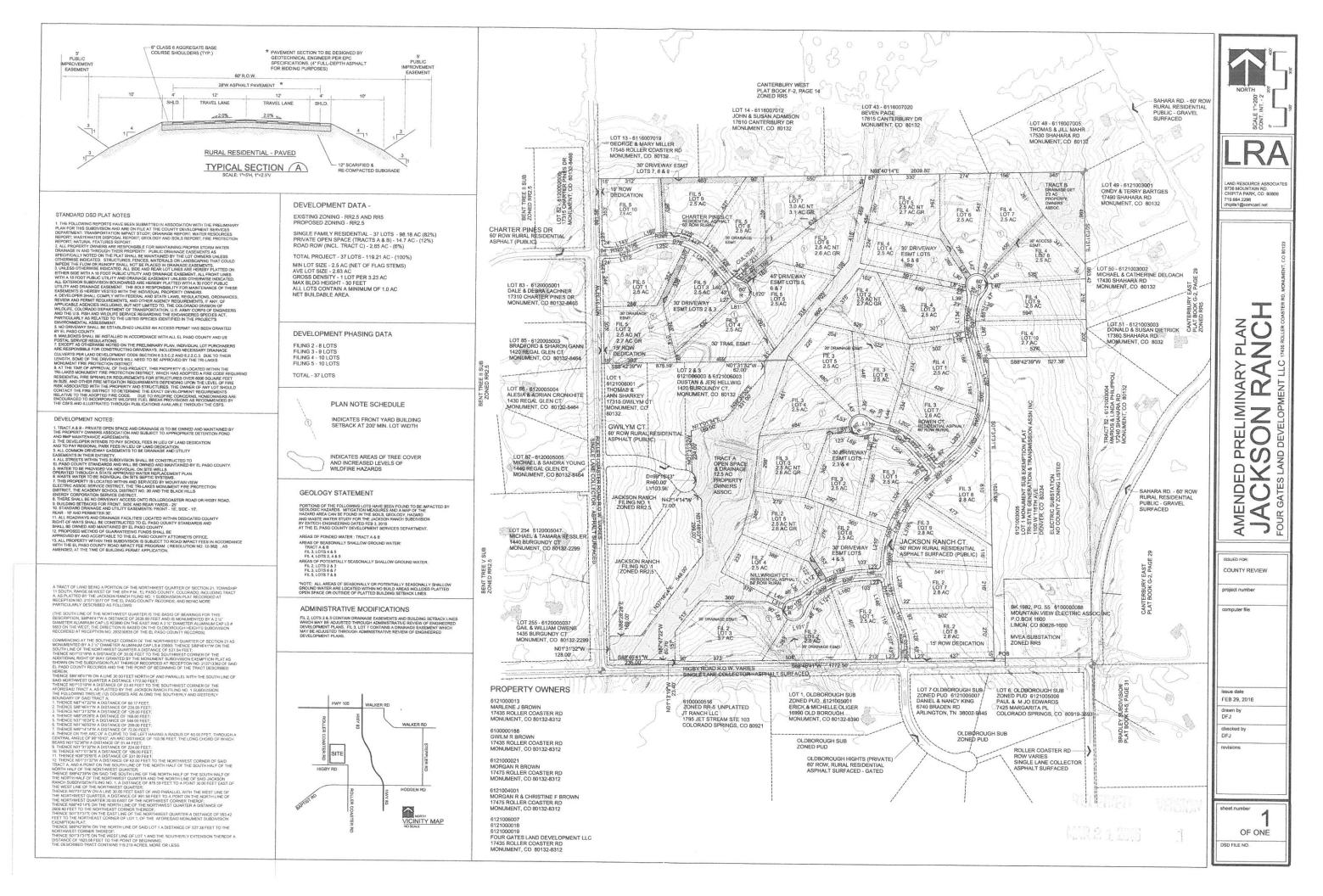
THENCE N88°40'14"E ON THE NORTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 2609.80 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S01°31'31"E ON THE EAST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 993.42 FEET TO THE NORTHEAST CORNER OF LOT 1, OF THE

AFORESAID MONUMENT SUBDIVISION EXEMPTION PLAT;

THENCE S88°42'39"W ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 527.38 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE S01°31'31"E ON THE WEST LINE OF LOT 1 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 1625.08 FEET TO THE POINT OF BEGINNING;

THE DESCRIBED TRACT CONTAINS 119.210 ACRES, MORE OR LESS.





**Community Services Department** 

Park Operations ~ Planning ~ Recreation / Cultural Services

Environmental Services ~ Veterans Services ~ CSU Extension

April 13, 2016

Subdivision requirements referenced in section 8.5.2 of the El Paso County Land Development Code. Fees are based on average land values within designated areas. See El Paso County Board of County Commissioners (BoCC) Resolution for fees established on annual basis. The Park Advisory Board meets the second Wednesday of each month, 1:30 p.m., BoCC Auditorium, second floor Centennial Hall Building, 200 S. Cascade, Colorado Springs.

Name:	Jackson Ranch Fil	ing No. 2 Final Plat	Application Type:	<b>Final Plat</b>
DSD Reference #:	SF-16-001		CSD / Parks ID#:	0
Applicant / Owner:		Owner's Representative:	Total Acreage: Total # of Dwelling Units	33.75 8
Four Gates Land Development, LLC Marlene J. Brown, MM 17435 Roller Coaster Road		Land Resource Associates David Jones 9736 Mountain Road	Gross Density:	0.24
Monument, CO 80132-8312		Chipita Park, CO 80809	Park Region: Urban Area:	2 1

Existing Zoning Code:

**Development** 

Application

Permit

Review

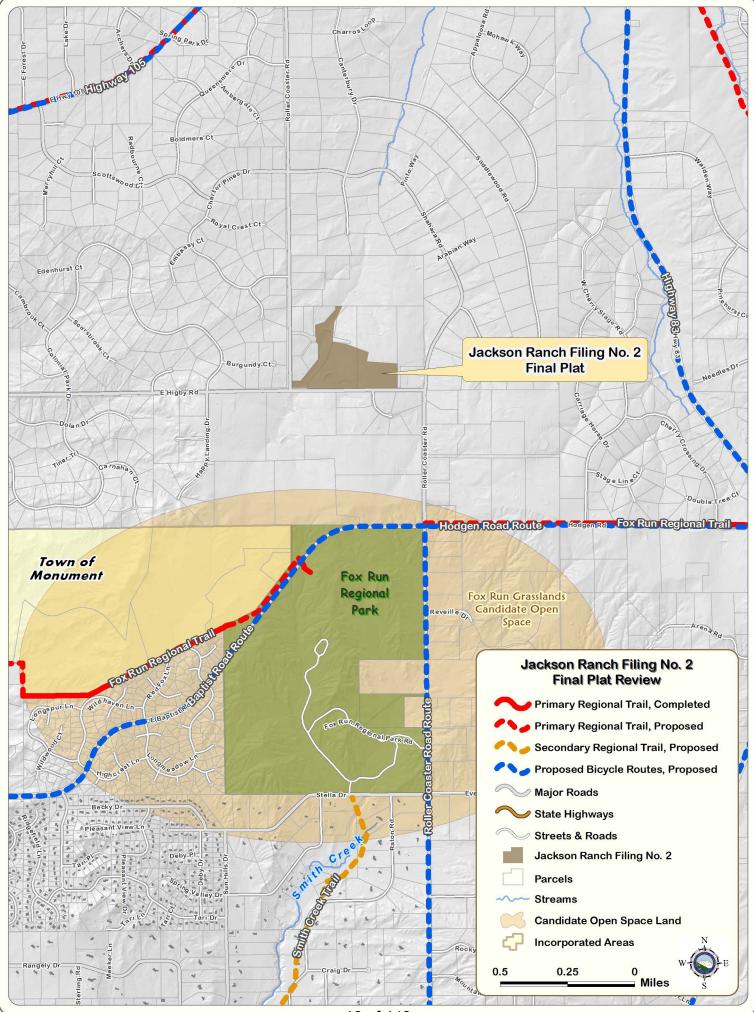
RR-5/RR-2.5 Proposed Zoning:

**RR-2.5** 

REGIONAL AND URBAN PARK REQUIREMENTS				
Regional Park land dedication shall be 7.76 acres of park land per 1,000 projected residents. The number of projected residents shall be based on 2.5 residents per dwelling unit.	Urban Park land dedication shall be 4 acres of park land per 1,000 projected residents. The number of projected residents shall be based on 2.5 residents per dwelling unit.			
LAND REQUIREMENTS		Urban Density: (1 unit / 2.5 acre or greater)		
Regional Parks: 2	Urban Parks Area:	1		
0.0194 Acres x 8 Dwelling Units = 0.155 acres	Neighborhood: Community: Total:	0.00375 Acres x 0 Dwelling Units = 0.00 acres 0.00625 Acres x 0 Dwelling Units = 0.00 acres 0.00 acres		
FEE REQUIREMENTS				
Regional Parks: 2	Urban Parks Area:	1		
\$336.00 / Unit x 8 Dwelling Units= \$2,688.00	Neighborhood: Community: Total:	\$72.00 / Unit x 0 Dwelling Units = \$0.00 \$119.00 / Unit x 0 Dwelling Units = \$0.00 \$0.00		

ADDITIONAL RECOMMENDATIONS			
Staff Recommendation:	Recommend to the Planning Commission and the Board of County Commissioners that approval of the Jackson Ranch Filing No. 2 Final Plat include the following condition: Require fees in lieu of land dedication for regional park purposes in the amount of \$2,688.		

Park Advisory Board Recommendation:



#### **LETTER OF INTENT**

#### February 29, 2016

### **RE: JACKSON RANCH FILING NO. 2 – FINAL PLAT APPLICATION**

PARCEL NUMBERS 6121000019, 6121000018 & 6121006007

#### OWNER

Four Gates Land Development, LLC 17435 Roller Coaster Rd. Monument, CO 80132-8312

#### DEVELOPER

Four Gates Land Development, LLC Marlene Brown, Managing Member 17435 Roller Coaster Rd. Monument, CO 80132-8312 719 492 0355 marlene.fourgates@gmail.com

#### CONSULTANT

Land Resource Associates, c/o David Jones 9735 Mountain Road Chipita Park, CO 80809 719.684.2298 <u>chipita1@comcast.net</u>

### SITE INFORMATION

The proposed Jackson Ranch subdivision is located within portions of the NW ¼ of Section 21, T11S, R66W of the 6<sup>th</sup> PM. More specifically, the property is located at the northeast corner of the intersection of Roller Coaster Road and Higby Road and is bounded on the south by the Oldborough subdivision (PUD), on the east by an electric transmission facility parcel, on the north by an undeveloped RR2.5 Jackson Ranch parcel and on the west by the Bent Tree III subdivision (2.5 ac). Vehicular access to the site is proposed from Higby Road. The roadway is proposed to be County owned and maintained rural residential, 60 foot right-of-way, asphalt surfaced and designed and constructed to El Paso County standards and specifications. The 49.92 acre site is currently zoned RR2.5.

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RECEIVED VERSION

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#### DEVELOPMENT REQUEST

The applicant is requesting a final plat approval to allow for the development of 8 single family residential lots at a minimum lot size of 2.5 acres each and the inclusion of a 9.27 acre HOA owned and maintained open space parcel which is a replat of Tract A, Filing 1.

#### JUSTIFICATION FOR REQUEST

The proposed Jackson Ranch Final Plat is consistent with the existing RR2.5 zoning and the approved Jackson Ranch Preliminary Plan.

The subdivision's proposed land use, density and physical design are consistent with the goals and objectives of the 2000 Tri-Lakes Comprehensive Plan and the El Paso County Master Plan.

Adequate public facilities have been addressed in the applicant's plans and reports addressing; Transportation Impact, Water Resources, Waste Water Treatment, Geologic Hazards, Drainage, and Natural Resources.

Service comments have been provided by the Tri-Lakes Monument Fire District, Mountain View Electric Association and Blackhills Energy Corp.

### **EXISTING AND PROPOSED IMPROVEMENTS**

Existing improvements within this parcel are related to past ranching activities including stock ponds, equestrian facilities and trails. The area contains some drainage facilities related to past SCS erosion control facilities.

Proposed improvements within this parcel include; County owned and maintained asphalt roadways, drainage facilities, electric service, natural gas service and telephone service. Grading and earthmoving activities will be limited to roadway, drainage and utility construction areas.

The proposed 9.27 acre Tract A is intended as a private open space and drainage facility parcel to be owned and maintained by the proposed property owners association.

The property is located within the service areas of Mountain View Electric Association, Blackhills Energy Corporation, Qwest Telephone, Tri-lakes Monument Fire Protection District and the Lewis-Palmer School District.

Water service is intended to be provided by individual on site wells operated under a State approved Water Augmentation Plan. Waste water is intended to be treated via individual on site septic systems designed, constructed and operated under State and County Health Department rules and regulations.

#### SUPPLEMENTAL INFORMATION

The developer proposes to pay fees in lieu of land dedication for school dedication and regional park dedication requirements.

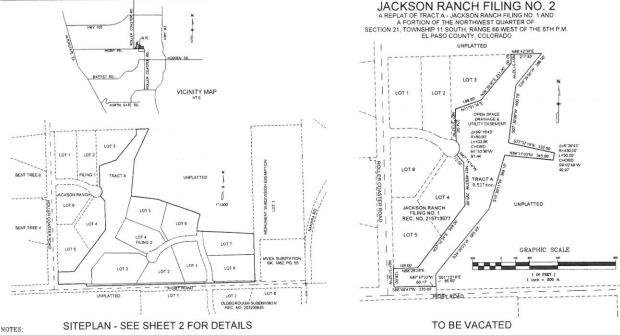
The developer will be responsible for constructing all required subdivision improvements at his sole expense. Installation of the required improvements will be guaranteed by a financial surety acceptable to the El Paso County Board of County Commissioners.

There are no slopes exceeding 30% within the proposed buildable lot areas or road ROW. A few areas of slopes exceeding 30% exist within Tract "A" and are limited to existing pond embankments and drainage swale side slopes. No construction is proposed within these areas.

All lots within this subdivision are subject to transportation impact fees in accordance with the El Paso County Road Impact Fee Program (Resolution No. 12-382), as amended. Transportation impact fees will be paid at the time of issuance of individual building permits. The property will not utilize a Public Improvement District to fund its transportation fee obligations.

#### WAIVERS REQUESTED

No waivers to the El Paso County Land Development Code are being requested with this application.



1. STRUCTURAL FOUNDATIONS ON THE LOTS IN THIS SUBDIVISION SHALL BE DESIGNED BY A COLORADO REGISTERED PROFESSIONAL ENGINEER

2. INOVIDUAL WELLS ARE THE RESPONSIBILITY OF EACH PROPERTY OWNER, PERMITS FOR INDIVIDUAL WELLS MUST BE OBTAINED FROM THE STATE EXCIDENCES WHO BY UNVIRUS THE AUTHORITY TO SET CONDITIONS FOR THE ISSUANCE OF THESE PERMITS.

3. SEVARGE TREATMENT IS THE RESPONSIBILITY OF EACH NIMIOUAL PROPERTY OWNER. THE EL PASO COUNTY HEALTH DEPARTMENT MUST APPROVE EACH SYSTEM. DUE TO AREAS THAT MAY NOT BE SATABLE FOR SEPTIC SYSTEMS AS IDENTIFIED IN THE WASTE WATER STUDY INCLUDED IN THE SOIL AND GEOLOGY REPORT, AN ENGINEERED SEPTIC SYSTEM MAY BE REDURED.

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12 THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE

13. NO ACCESS IS ALLOWED TO HIGBY ROAD FROM LOTS IN THIS SUBDIVISION

14 NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY

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MAR 2 1 2016

KEVIN M. O'LEARY

DATE COLORADO REGISTERED PLS #28858 FOR AND ON BEHALF OF LUVA LAND SURVEYING, INC.

BE IT KNOWN BY THESE PRESENTS:

HENCE NO1'31'37 W & DISTANCE OF 128.00 FEE

THENCE NOT 3132 W A DISTANCE OF 152.00 FEET THENCE N37\*1624'E A DISTANCE OF 169.00 FEET THENCE N37\*1624'E A DISTANCE OF 348.00 FEET THENCE N67\*14'16'W A DISTANCE OF 288.00 FEET THENCE N67\*14'16'W A DISTANCE OF 72.00 FEET

OWNERS CERTIFICATE:

IN WITNESS WHEREOF:

FOUR GATES LAND DEVELOPMENT, LLC MARLENE BROWN MANAGER

NOTARIAL: STATE OF COLORADO) 55 COUNTY OF EL PASO) 55

WY COMMISSION EXPIRES

THAT FOUR GATES LAND DEVELOPMENT, LLC, MARLENE BROWN, MANAGER IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT

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THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ FOUR GATES LAND DEVELOPMENT, LLC.

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BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

CHAIR BOARD OF COUNTY COMMISSIONERS DATE

RECORDING STATE OF COLORADO) COUNTY OF EL PASO)

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I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT MY OFFICE AT \_\_\_\_\_O CLOCK \_\_\_\_ & \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015, AND IS DULY RECORDED AT RECEPTION NO. \_\_\_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

BY COUNTY CLERK AND RECORDER DSD FILE #SF-15-\_\_\_ DRAINAGE FEES LWA LAND SURVEYING, INC. SCHOOL FEES FOURCATE-SUB.DWG OCTOBER 28, 2015 PROJECT 12093 2006 BEACON STREET, SUITE B COLORADO SPRINGS, COLORADO 80907 Phone (119) 636-5179

DAY OF

2015 BY MARLENE BROWN, MANAGER

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LATTEST THE ABOVE ON THIS DAY OF 2015

SURVEYOR'S CERTIFICATION:

NOTARY PURIS

REPLAT STATEMENT:

IN WITNESS WHEREOF

NOTARIAL STATE OF COLORADOJ SS COUNTY OF EL PASO)

THE APPROVAL OF THIS REPLAT VACATES ALL PRIOR PLATS FOR THS PROPERTY.

ACCEPTANCE CERTIFICATE FOR TRACT A:

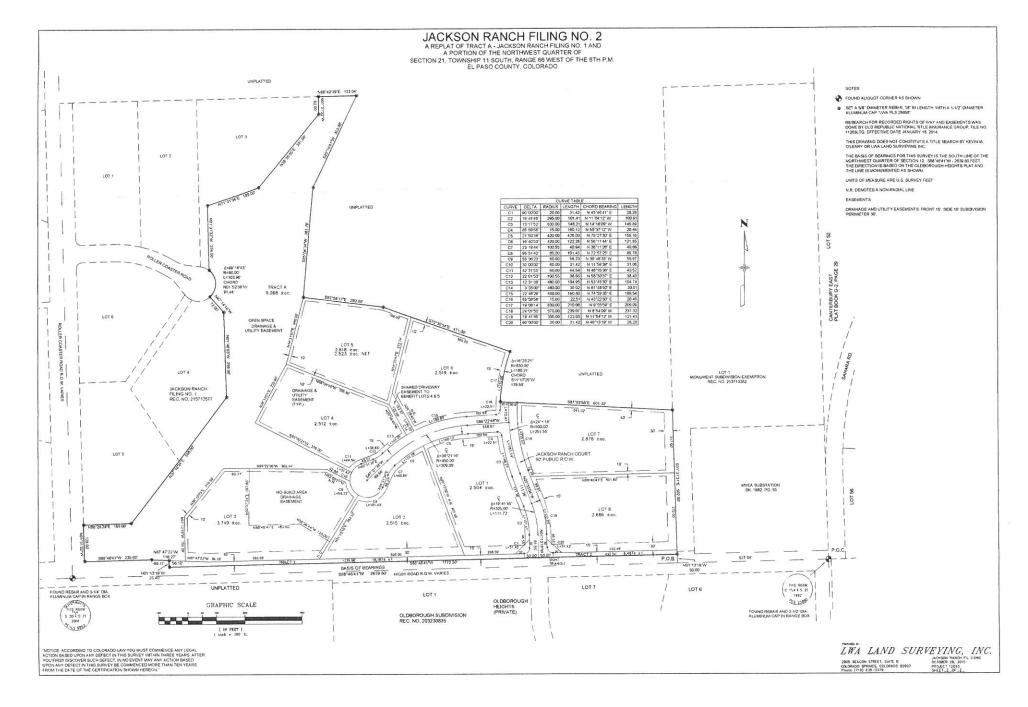
THE DEDICATION OF TRACT A IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE JACKSON RANCH HOMEOWNERS ASSOCIATION.

THE AFOREMENTIONED JACKSON RANCH HOMEOWNERS ASSOCIATION HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF\_\_\_\_\_\_ 21

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_\_\_\_\_\_2015 BY MARLENE BROWN, PRESIDENT JACKSON RANCH HOMEOWNIERS ASSOCIATION

MARLENE BROWN, PRESIDENT JACKSON RANCH HOMEOWNERS ASSOCIATION

MY COMMISSION EXPIRES.



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### El Paso County Park Advisory Board

#### Agenda Item Summary Form

Agenda Item Title:	Urban Park Grant Application by Lorson Ranch Metropolitan District for East Meadows Park, Phase 1
Agenda Date:	April 13, 2016
Agenda Item Number:	# 7 - A
Presenter:	Elaine Kleckner, Planning Manager
Information:	Endorsement: X

#### Background:

El Paso County established an Urban Park Grant Program in March of 2007 to promote the development of urban park opportunities throughout El Paso County. Urban parks promote health and wellness, stimulate community and economic development, help preserve wildlife habitat, and provide opportunities for neighbors to meet and connect. The program is funded through Urban Park Fees paid by developers.

Cities, towns, school districts, metropolitan districts, and special districts in El Paso County are eligible for an urban park grant. Nonprofit organizations are also eligible through a contractual arrangement.

Urban park opportunities may include, but are not limited to: athletic facilities, playgrounds, gardens, parking areas, trails, aquatic facilities, and dog parks. Grants can also be used for the purchase of real property to establish an urban park. Urban parks are parks normally 25 acres or less and are designed to serve a surrounding neighborhood or subdivision.

#### Summary:

An urban park grant application for \$25,000 from the Lorson Ranch Metropolitan District for East Meadows Park, Phase 1 is attached. The 1.25-acre park in the Meadows, Filing 3, will include a playground, shade shelter with picnic tables and benches, and basketball court. Widefield School District 3 has contributed \$75,000 to the project which has a total Phase 1 budget of \$125,000. An open turf play area is planned in the future.

Staff has reviewed the grant application and offers the following findings:

1. The applicant is a metropolitan district and qualifies for an urban park grant.

2. This site is located in the Widefield School District 3 (Urban Area 4). There is sufficient urban park funding for this area to provide the grant.

3. There were opportunities for public input to determine the recreation needs for the park, as described in the application.

4. The applicant will allow full public access to the facility.

6. The facility will meet American with Disabilities Act requirements.

7. The applicant will provide \$25,000 in matching funds and Widefield School District 3 will provide \$75,000, which exceeds the 50% match requirement.

8. The facility will be maintained by the Lorson Ranch Metropolitan District as stated in the grant application.

9. The County's financial support will be acknowledged by a ribbon-cutting ceremony and a sign at the park.

Staff recommends endorsement of a \$25,000 urban park grant for the project.

#### **Recommended Motion:**

Move to endorse the award of a \$25,000 urban park grant to the Lorson Ranch Metropolitan District for the development of East Meadows Park, Phase 1.

#### Attachments:

Urban Park Grant Application Draft Urban Park Grant Agreement Urban Park Grant Program Policies



# LORSON RANCH METROPOLITAN DISTRICT PROPOSED EAST MEADOWS PARK

URBAN PARK GRANT PROPOSAL East Meadows Park, Phase 1

> SUBMITTED TO EL PASO COUNTY PARKS

> > MARCH 15, 2016

### LORSON RANCH SUBDIVISION-EAST MEADOWS PARK, PHASE 1 URBAN PARK GRANT REQUEST EL PASO COUNTY PARKS

### **History of Lorson Ranch**

Lorson Ranch represents the pride and quality of homeownership. This 1,400 acre community is located in southeast Colorado Springs at Marksheffel Road and Fontaine Boulevard.

Lorson Ranch is located at the epicenter of military operations: located 6 miles southwest of Schriever Air Force Base, 4 miles south of Peterson Air Force Base, 6 miles east of the Colorado Springs Airport and 5 miles east of Fort Carson Military Base.

In addition to the existing 940 homes constructed, Lorson Ranch offers 169 acres of open space to include parks and trails. Total build out of Lorson Ranch will be approximately 3,500+ homes. Most of the residents are young with children. Within the past few years, Lorson Ranch has constructed two miles of regional and local walking trails, nearly two and one-half miles of bicycle trails and has added several miles of sidewalks that are utilized for walking and jogging. Two playgrounds were constructed in 2012 and 2014 in the northern part of the subdivision. This project will provide a small park located in an open space area set aside for park purposes. This park is several blocks from the playgrounds constructed in 2012 and 2014 and on the south side of Fontaine Boulevard.

### **Project Need**

The Lorson Ranch Master Plan identified multiple sites for potential future outdoor recreation facilities or amenities. Lorson Ranch intends to construct a small neighborhood park at the site in The Meadows at Lorson Ranch Filing #3. This site would be within walking distance of about 445 homes. This proposal describes the park to be constructed and the cost is estimated to be approximately *three hundred and five thousand dollars*. This application is for Phase 1 for which the total cost is \$125,000. This project has achieved a high acceptability by the residents.

### **Project Goals**

The long term goal of the Lorson Ranch Metropolitan District is to provide a wide range of recreation facilities. The Lorson Ranch master plan indicates several proposed park spaces.

The funds applied for in this grant proposal will provide a small neighborhood park (1.25 acres) with a new playground that is age appropriate for the 2 to 12 year olds and is ADA accessible, a full basketball court and a 24' hexagon picnic shelter with picnic tables and park benches. In the future, the park will also have an open turf play area. It is the goal

of the project to have the first phase completed in 2016. Widefield School District 3 has contributed \$75,000 toward the completion of the park.

### Accessibility Objectives

The park will be accessible and inviting for disabled individuals. The park will meet the Accessibility Guidelines established by the ADA. The park will have a perimeter sidewalk with ADA ramps and an accessible playground. This accessibility will include a transfer platform that will provide easy access to the playground equipment. The structure will exceed the fifty- percent accessible components for both ground level and elevated play events.

### **Public Input Process**

Current residents have expressed their requests for the construction of this park during various meeting conducted by the park committee within the subdivision. To date there have been nine neighborhood or steering committee meetings.

### Population to be Served

There are approximately 395 homes within a 1/2 mile radius of the park site. This park will welcome visitors from throughout Lorson Ranch and El Paso County.

### **Project Partnerships**

The Lorson Ranch Metropolitan District is a resident owned district and every household in the district contributes to the operation of the parks through a tax levy. Matching funding will be from the Lorson Ranch Metropolitan District and Widefield School District 3. With El Paso County Parks, there will be three partners in this project.

### Methods to Meet Public Access Requirements

The proposed playground will be constructed in a location with easy access for all expected users. The anticipated site is located south of Fontaine Boulevard in The Meadows at Lorson Ranch Filing #3 area in the Lorson Ranch Community. Local sidewalks, which are already in place, will provide a convenient way for individuals to reach the park. Parking is available curbside along Stingray Drive. It will be the only park accessible on the south side of Fontaine Boulevard. The park development will provide significant recreational opportunities for the approximately 2,300 existing area residents who will come to use the park, including any surrounding residents that will have access to the park. Within all of the surrounding subdivisions, there is only one small playground available.

### Maintenance Responsibility Commitment

The Lorson Ranch Metropolitan District will be responsible for the maintenance of the park and funding is supplied by a mill levy collected from the residents of the subdivision. Maintenance will be accomplished through a contract by a private landscape maintenance company.

### Matching Funds

The funding source for the playground in Lorson Ranch is through the Lorson Ranch Metropolitan District and Widefield School District 3 along with the El Paso County Urban Park grant. Currently there are Phase 1 matching Lorson Ranch Metropolitan District and Widefield School District funds in the amount of **\$100,000**. These funds will be used as a match for the grant from El Paso County Parks and Leisure Services Department. The residents of Lorson Ranch and the Lorson Ranch Metropolitan District would respectively request funds in the amount of **\$25,000** from the Urban Park Grant Program for Phase 1 of this project.

### **Development Timetable**

March, 2016	Submit grant application to El Paso County
April, 2016	Grant awarded for Urban Park Grant
April, 2016	Begin construction of playground
July, 2016	Project complete

### Lorson Ranch Metropolitan District Board of Directors

Dave Cocolin, President Jim Howery, Vice President Alan Vancil, Secretary/ Treasurer Ron VanDyke, Director Leroy Landhuis, Director

Leon Gomes, SDMS.- District Manager

### **Recognition of El Paso County**

Lorson Ranch Metropolitan District will host a ribbon cutting and will post a sign at the project acknowledging the Urban Grant Funds from El Paso County Parks.

# Attachments

- 1. Recommendation Letters:
  - A. Resolution from the Lorson Ranch Metropolitan District Board of Directors
  - **B.** Lorson Ranch Park Steering Group
  - C. Lorson Ranch Community Information Representative
  - D. Lorson Ranch Design Review Representative
  - E. Widefield Community Education and Recreation Director
- 2. Figure 1 Photos of Actual Site
- 3. Figure 2- Cost Estimate Lorson Ranch Metropolitan District East Meadows Park
- 4. Figure 3-Proposed Playground structures
- 5. Figure 4- Proposed Park Plan
- 6. Figure 5- Park Site
- 7. Figure 6- Neighborhood Map
- 8. Figure 7- Subdivision Map
- 9. Figure 8- Area Map
- 10. Lorson Ranch Metro District Maintenance Budget for 2016

#### RESOLUTION

A resolution supporting the Grant Application for an El Paso County Urban Park grant for the development of East Meadows Park in Lorson Ranch Subdivision.

WHEREAS; the Lorson Ranch Metropolitan District No. 1 is requesting \$25,000 from EL Paso County Urban Parks Program to complete East Meadows Park in Lorson Ranch Meadows Filing No. 3.

WHEREAS; El Paso County requires that the Board of Directors of the Lorson Ranch Metropolitan District No. 1 state its support for the Urban Parks Grant application for the development of East Meadows Park in Lorson Ranch.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE LORSON RANCH METROPOLITAN DISTRICT NO. 1 THAT:

> The Board of Directors of the Lorson Ranch Metropolitan District No. 1 strongly supports the application to the El Paso County Urban Grant Program for the development of East Meadows Park and,

The Board of Directors of the Lorson Ranch Metropolitan District No. 1 acknowledges that the grant application includes matching funds which Lorson Ranch Metropolitan District No. 1 is solely responsible to provide if a grant is awarded and,

The Board of Directors of the Lorson Ranch Metropolitan District No. 1 will appropriate those matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded and,

This resolution to be in full force and effect from and after its passage and approval.

This resolution passed and approved on February 19, 2015 by the Lorson Ranch Metropolitan District No. 1 Board of Directors.

Dave Cocolin, President

Alan Vancil, Secretary/Treasurer

**Recommendation Letters- Board Resolution** 

Frances Chambers 6112 Rocking Chair Lane Colorado Springs, CO 80925

February 10, 2015

Mr. Tim Wolken Director Parks and Leisure Services 2002 Creek Crossing Colorado Springs, Co 80906

Re: Urban Parks Grant for Lorson Ranch, East Meadows Park

Dear Mr. Wolken,

We, the undersigned, have reviewed the plan for the proposed East Meadows Park and are very excited to endorse this plan. We feel it will improve the Lorson Ranch residential area, and serve as a place of family entertainment and recreational resource for this master planned community. After multiple community meetings and steering committee meetings, the need for outdoor play space for the children and young adults in this area was realized to be a priority within the community. We, therefore, support the request for this El Paso County Urban Parks grant and by participating in the Lorson Ranch Steering Advisory Committee have completed valuable research and community meetings on parks and recreation while also understanding the maintenance requirements to support this park in the community. The completion of this park is extremely important to the multitude of residents that live in this predominately military growing community with young families and they would like to see more recreational, green space in eastern El Paso County for their families to take advantage of. By completing this park it will offer the community to bond as it grows and families to have ample space to get outside and enjoy the wonderful weather Colorado Springs has to offer.

Sincerely,

Lorson Ranch Metropolitan District Steering Committee

**Community Information Representatives:** 

Frances Chambers Joyce Napoleon Aimee Brooks,

Julie Caldwell 6750 Alliance Loop Colorado Springs, CO 80925

February 10, 2015

Mr. Tim Wolken Director Parks and Leisure Services 2002 Creek Crossing Colorado Springs, Co 80906

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Sincerely,

Lorson Ranch Metropolitan District Steering Committee

Parks and Recreation Representatives:

Julie Caldwell, Bill Hanes, Andy Wimberly Wayne Freeman, \_

Kandi Anthony 10362 Valor Court Colorado Springs, CO 80925

February 10, 2015

Mr. Tim Wolken Director Parks and Leisure Services 2002 Creek Crossing Colorado Springs, Co 80906

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Sincerely,

Lorson Ranch Metropolitan District Steering Committee

Design Review Representatives:
Kandi Anthony, KUNLIS Unthony
Terri Jennings, Jun M D R
Michael Booker,



# Widefield Community Center

705 Aspen Drive, Colorado Springs, CO 80911 Phone (719)391-3515 Fax (719)392-3447 http://cc.wsd3.org Ben Valdez, Director

February 12, 2015

Mr. Tim Wolken, Director Parks and Leisure Services 2002 Creek Crossing Colorado Springs, Co 80906

Re: Urban Parks Grant for Lorson Ranch

Dear Mr. Wolken:

Widefield School District #3 has the overall responsibility to provide recreation facilities within the District. The Metropolitan Districts within the School District are obligated to construct and maintain parks within their respective Districts. The Lorson Ranch Metropolitan District is proposing to develop the East Meadows Park within their subdivision.

The Department of Community Education and Recreation Services is assigned to provide the parks and recreation facilities for the Widefield School District #3 community. Our Department has reviewed the master plan for East Meadows Park in Lorson Ranch. We support the development of the park and endorse this grant request. This proposed park will greatly enhance the quality of life for Lorson Ranch and provided much needed park and recreation facilities.

We appreciate your consideration of this grant request.

Sincerely,

Ben Valdez, Director Widefield School District #3 Community Education and Recreation Services

Widefield School District 3

Mr. Scott Campbell, Superintendent

### 35 of 143







Figure 1: Photos of Park Area

## COST ESTIMATE LORSON RANCH EAST MEADOWS PARK DEVELOPMENT

#### LORSON RANCH MEADOWS PARK

## Playground Equipment

PHASE 1

<ul> <li>#4872-RP-Columbia Cascade RePlay structure</li> <li>#1583-3 Columbia Cascade Swing set</li> <li>#3870-4 tandem spring rider see saw</li> <li>2 ea- Kid Spinners</li> <li>#3881-01 Motorcycle spring rider</li> <li>Freight</li> <li>Installation</li> <li>Subtotal</li> </ul>		\$32,830 \$ 2,525 \$ ,765 \$ 2,580 \$ 900 \$ 3,248 \$10,556 <b>\$54,404</b>	\$54,404
Engineered Wood Fiber	4450 sf	\$ 11,800	\$11,800
Shade Shelter 24' Americana Apache shelter Freight and stamped drawings Installation Concrete pad Subtotal Basketball Court Concrete Pad- 42' x 76' Basketball Goal Freight Installation Subtotal	120sf 3,192sf	\$ 17,670 \$ 2,463 \$10,955 \$ 390 <b>\$31,478</b> \$11,172 \$ 848 \$ 250 \$ 275 <b>\$ 12,545</b>	\$31,478 \$12,545
Subtotal Site Furnishings 4 Benches 3 ea- 8' picnic tables 1 ea- 8' ADA picnic tables 4 Trash Recptacles 1 Double BarBQue Grill Freight Installation Subtotal TOTAL PLAYGROUND AND FURNISHINGS		\$ 1,704 \$ 2,358 \$ 786 \$ 1,180 \$ 355 \$ 693 \$ 1,500 <b>\$ 8,576</b> \$118,803	\$8,576

## Sitework

Surveying Grading Fencing Irrigation Meter Vault Electric Service Playground Edger and Pit Irrigation, soil amendments Irrigation water tap/development fees Conduit and electric to pavilion/irrigation clock Trees and shrubs Sodding/seeding Rock mulch Sidewalks	\$ 2,104 \$ 8,180 \$ 835 \$ 6,028 \$ 1,538 \$ 6,000 \$43,000 \$43,000 \$ 1,000 \$ 1,000 \$ 12,287 \$ 23,775 \$ 1,000 \$ 13,650	\$ 6,197
TOTAL SITE WORK	\$186,197	\$ 6,197
TOTAL PROJECT	\$305,000	\$125,000

Figure 2. Cost Estimate



### RePlay 4872-RP

Minimum Safe Use Zone: 50' x 31' (15.3m x 9.5m)

4872-RP Features:

Accessible Entrance Deck, Addition Panel, Baluster Wall (3), Baluster Wall with Ship's Wheel (2), Coil Climber, Convex/Flat Mirror Panel, Firefighter's Pole, Kid's bench, Loop Climber, Recycled Plastic Roof (2), Spelling Panel, Spiral Slide Chute, Talk Tube, Tic-Tac-Toe, Track Ride - 12' (366cm), Twisting Climber, Welcome/Rules Sign, Wide Chute

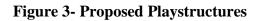
Accessibility Profile: 16 Total Play Components 12 Elevated Play Components (6 Accessible) 4 Ground Level Play Components (4 Accessible)







"Cycle" Spring Rider 3881-01





Tandem Spring Rider See-Saw 3870-4



KidSpinner 1630-5-22-PL

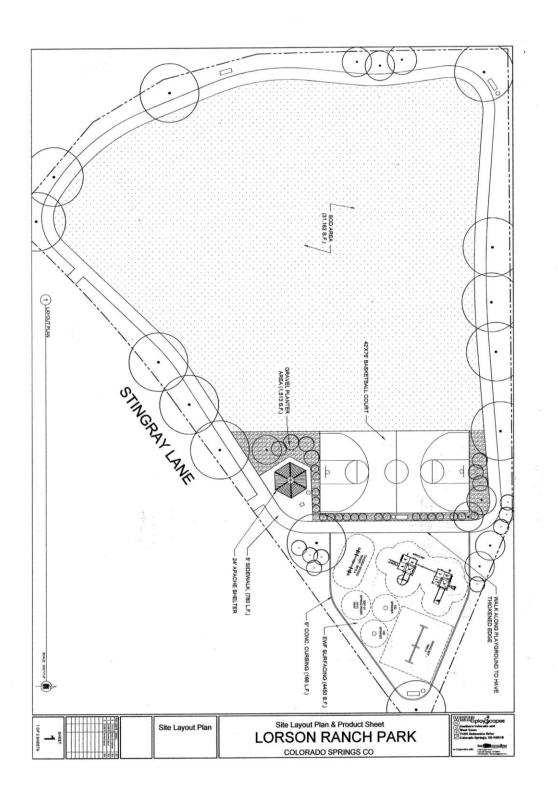


Figure 4- Proposed Park Plan



Figure 5 . Park Site

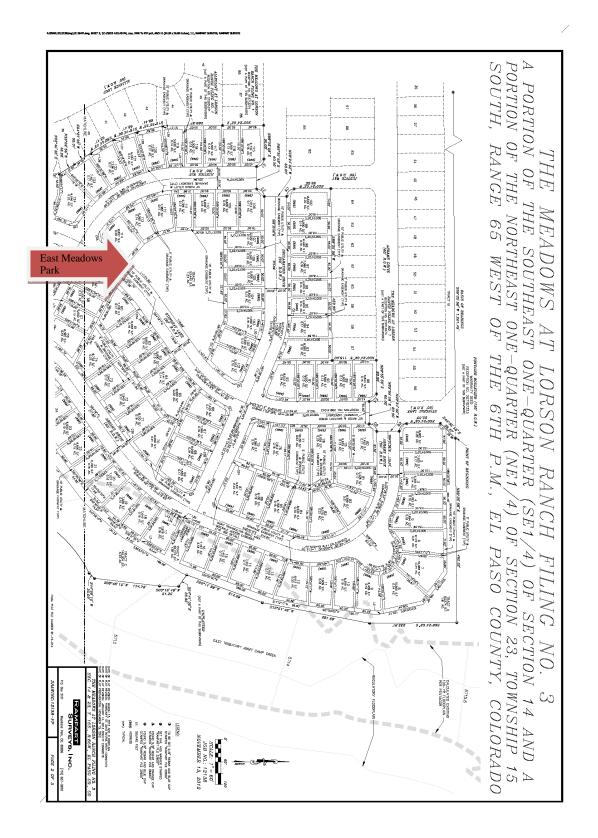


Figure 6-Neighborhood Map



Figure 7-Subdivision Map

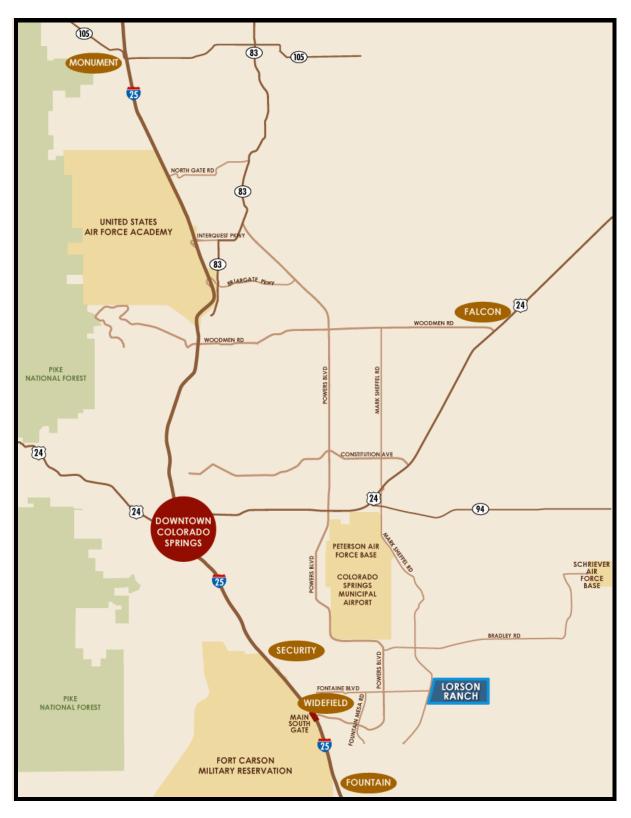


Figure 8-Area Map

Lorson Ranch Metropolitan District No. 1				
General Fund Budget				
Year Ended 12/31/2016				
		GENERAL FUN		
	2014	2015	2015	2016
er en	Total	Total	Budget	Budget
	Actual	Estimated		
BEGINNING FUND BALANCE	\$ 125,479	\$ 6,733	\$ 129,448	\$ 23,051
REVENUES				
Developer Advances	\$ 15,786	\$ -	\$ 79,000	\$ .
Intergovernmental revenue-Operations Trsfr from Dist. #2-7	130,859	180,682	179,692	214,632
Intergovernmental revenue-Fire Protect Trsfr from Dist. #2	28,248	-	-	
Intergovernmental revenue-FMIC Trsfr from Dist. #2-7	105,710	149,423	149,365	176,914
Property Taxes - D1 General Fund	-	278	278	268
Property Taxes - D1 FMIC		278	278	268
Specific Ownership Tax	-	56	56	54
Lien Release Fees	3,312	2,104	-	-
Total Revenues	283,915	332,821	408,669	392,136
EXPENDITURES				
Accounting	22,454	15,763	35,000	25,000
Audit	6,650	6,650	7,000	7,000
District Management	4.035	14,277	10,000	20,000
Dues & subscriptions	832	983	3,000	2.000
Fees & Licenses	1,531	-	-	
Fire Protection	500	-	-	-
Insurance	6.862	5.991	7.000	7.000
Legal	101,256	34,378	70,000	28,000
FMIC 10 mill property tax payment	105,710	149.696	149,639	177,178
County property tax collection fee - 1.5%	-	8	8	4
Total General Management	249,830	227,746	281,647	266,182
Maintenance				
Landscape maintenance	29.137	45,097	50,000	50.000
Drainage maintenance - SWMP		-	10,000	
Landscape water	4.887	16,411	10,000	20,000
Repairs & maintenance	6,702	3,244	4,000	5,000
Electric -streetlights & entrance	21,580	24,005	20,000	28,000
Total Maintenance	62,306	88,757	94,000	103,000
Total Expenses	312,136	316,503	375,647	369,182
Debt and Fee Transfers		· · · · · · · · · · · · · · · · · · ·	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Transfer to Capital Projects Fund	-	-	- 14 Jan -	
Total	90,525	-	-	
Total Expenditures	402,661	316,503	375,647	369,182
Excess of Revenues over Expenditures	(118,746)	16,318	33,022	22,954
			i construction of the second s	
ENDING FUND BALANCE	\$ 6,733	\$ 23,051	\$ 162,470	\$ 46,005
Emergency Reserve - 3% of revenues	\$ 6,733			11,746
Unrestricted Fund Balance	-	13,066	152,470	34,259

# Figure 9-LORSON RANCH METROPOLITAN DISTRICT MAINTENANCE BUDGET- 2016



COMMISSIONERS DENNIS HISEY, CHAIR AMY LATHEN, VICE CHAIR SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

## **COMMUNITY SERVICES DEPARTMENT**

 $\label{eq:park operations} \begin{array}{l} \mathsf{Park Operations} \sim \mathsf{Planning} \sim \mathsf{Recreation}/\mathsf{Cultural Services} \\ \mathsf{Environmental Services} \sim \mathsf{Veterans Services} \sim \mathsf{CSU} \\ \mathsf{Extension} \end{array}$ 

El Paso County

## URBAN PARK GRANT AGREEMENT

This Urban Park Grant Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Lorson Ranch Metropolitan District ("Grantee"), whose address is 212 N. Wahsatch Ave., Suite 301, Colorado Springs, CO 80903, and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("Grantor"), c/o El Paso County Parks, whose address is 2002 Creek Crossing, Colorado Springs, Colorado 80905. Grantor and Grantee may be collectively referred to herein as the Parties.

## RECITALS

WHEREAS, Grantee has submitted an application for an Urban Park Grant to Grantor for East Meadows Park, Phase 1, pursuant to the El Paso County Parks Urban Park Grant Program Policies ("Grant Policies"); and

WHEREAS, Grantee's proposal meets all of the requirements set forth in the Grant Policies; and

WHEREAS, the El Paso County Park Advisory Board recommends approval of Grantee's application.

NOW, THEREFORE, for consideration and mutual promises contained herein, the Parties agree as follows:

## AGREEMENT

1. <u>Grant Award.</u> Award is hereby made to the Grantee in the amount of \$25,000 (the "Grant") for development of East Meadows Park, Phase 1, for recreational purposes and as further described in the grant application, attached hereto as Exhibit A and incorporated herein by reference (the "Project").

2. <u>Conformance with Grant Request.</u> The Project shall be constructed and operated in conformance with the descriptions and specifications set forth in Exhibit A.



3. <u>Performance Period.</u> According to the grant proposal, the Grantee anticipates the Project will be completed by July, 2016. All improvements must be completed within two years of the effective date of this agreement.

4. <u>Schedule of Payments.</u> The Grant will be disbursed to the Grantee upon the successful completion of the Project and verification by Grantor that all grant requirements have been met. Grantor reserves the right to inspect the Project prior to, during or at the conclusion of the Project and/or periodically thereafter. A representative of the Grantee may be required to attend the inspection.

5. <u>Continued Use of Property.</u> Any lands used for this Project will not be converted to any non-recreational use without prior written approval of the Grantor. All improvements resulting from the Project shall be maintained in a safe manner in perpetuity by the Grantee, and the Grantor may periodically inspect the Project site to ensure this requirement is satisfied.

6. <u>Termination.</u> The Grantor reserves the right to terminate this Agreement, in whole or in part, for any of the following reasons: (a) the Grantee fails to comply with the terms of this Agreement; (b) the Grantee has insufficient funds to complete the Project; (c) the Grantee fails to begin work on this Project within one year of the effective date of this Agreement.

7. <u>Financial Responsibility.</u> The Grantee shall maintain a complete record file of all receipts, expenditures and other records which pertain to the use of the Grant in the performance of this Agreement. Such record files shall be made available to the Grantor upon request. No later than thirty (30) working days after the date of the Project completion or termination of the Agreement, the Grantee shall submit to the Grantor a summary of the receipts and expenditures.

8. <u>Assignment.</u> All terms of the Agreement shall be binding on and inure to the benefit of the legal representatives, successors, agents, or assigns of the Parties. The rights and responsibilities of the Parties under this agreement shall not be assignable without the prior written approval of the Grantor.

9. <u>Full Public Benefit.</u> The Grantee agrees that the facility being developed pursuant to this Agreement will be available for the use and enjoyment of the general public during public use, operational hours unless the Grantee has specifically reserved the facility for a community program or other event. Grantee's understands that if it fails to comply with this provision, it shall be liable for reimbursement of the Grant to Grantor at Grantor's written request.

10. <u>Integration of Understandings</u>. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous

addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing.

11. <u>Severability.</u> To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

12. <u>Modification</u>. This Agreement is subject to such modifications as may be required by changes in Federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective dates of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

13. <u>Recognition</u>. The Grantee agrees to recognize El Paso County for the Urban Park Grant with a ribbon cutting ceremony and on a sign at the facility. El Paso County Parks must approve the proposed sign or plaque and wording prior to it being fabricated and installed.

14. <u>Failure To Comply.</u> The failure of the Grantee to comply with all terms and conditions in this agreement may result in the Grantor requesting reimbursement of the Urban Park Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2016.

## **GRANTOR:**

EL PASO COUNTY

Amy Lathen, Chair Board of County Commissioners of El Paso County Colorado ATTEST:

County Clerk & Recorder

APPROVED AS TO FORM:

County Attorney's Office

**GRANTEE:** 

LORSON RANCH METROPOLITAN DISTRICT

(Name)

(Title)



COMMISSIONERS DENNIS HISEY, CHAIR AMY LATHEN, VICE CHAIR SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

## **COMMUNITY SERVICES DEPARTMENT**

Park Operations ~ Planning ~Recreation/Cultural Services Environmental Services ~Veterans Services ~ CSU Extension

## URBAN PARK GRANT/NONPROFIT CONTRACT PROGRAM POLICIES

#### 1.0 INTRODUCTION

El Paso County desires to promote the development of urban park opportunities throughout El Paso County. Urban parks promote health and wellness, stimulate community and economic development, help preserve the environment, provide opportunities for neighbors to meet and connect, and provide areas for wildlife.

#### 2.0 PURPOSE

The Urban Park Grant/Nonprofit Contract Program establishes policies and procedures for considering proposals from organizations who wish to receive an Urban Park Grant or Nonprofit Contract from El Paso County to establish urban park opportunities.

#### 3.0 **DEFINITIONS**

- 3.1. <u>Advisory Boards, Commissions, Councils or Groups</u> are any working or advisory boards or committees created by the El Paso County Board of County Commissioners and assigned to or administratively supported by the Parks and Leisure Services Department.
- 3.2. <u>Urban Park Grant/Nonprofit Contract</u> is a monetary grant or nonprofit contract funds provided through the Urban Park/Nonprofit Contract Program to support the development of urban park opportunities in El Paso County. Grant or Nonprofit Contract funds can be used for the purchase of real property to establish an urban park or for the development of urban park opportunities. Such opportunities include, but are not limited to: athletic facilities, playgrounds, gardens, parking areas, trails, aquatic facilities, and dog parks.
- 3.3. <u>Urban Parks</u> are parks normally 25 acres or less and are designed to serve a surrounding neighborhood or subdivision.
- 3.4. <u>Grantee</u> is either a governmental organization in El Paso County, such as a city, town, school district, metropolitan district, or special district.
- 3.5 <u>Nonprofit Contractor</u> is a tax exempt organization (501-c-3) that contracts with El Paso County Urban Park Grant/Nonprofit Contract program to develop urban parks or facilities that will directly benefit the citizens of El Paso County as consideration for receipt of payment of the funds (park fees).
- 3.6. <u>Recognition Proposal</u> is the grantees/non profit contractor's plan to acknowledge an Urban Park Grant/Nonprofit Contract from El Paso County.



- 3.7. <u>Urban Park Grant/Nonprofit Contract Proposal</u> is a proposal for an Urban Park Grant/Nonprofit Contract that includes a summary of the project, development timetable, project budget, funding sources, and ongoing maintenance responsibility commitment.
- 3.8. <u>Urban Park Fee Fund</u> is a fund established for the acquisition of urban park fee lands or the development or enhancement of urban park opportunities. The funds are paid by subdividers when the average development lot is less than 2.5 acres. The Board of County Commissioners annually determines the urban park fees for the respective Urban Park Fee Districts.
- 3.9. <u>Urban Park Fee Districts</u> will consist of the following: District #1 School District 38, District #2 School District #20, District #3 School District #49, District #4 School District #3, and District #5 all other school districts.

### 4.0 POLICY

The El Paso County Parks and Leisure Services Department will administer the Urban Park Grant/Nonprofit Contract Program under the following guidelines:

- 4.1. Grantees/Nonprofit Contractors will be required to demonstrate the existence of matching funds when submitting an Urban Park Grant Proposal. Typically, Urban Park Grants/Nonprofit Contracts will not exceed \$25,000.
- 4.2. Urban Park Grants/Nonprofit Contract funds will be distributed to grantees/Nonprofit Contractors after the real estate acquisition has been finalized or the urban park opportunity has been constructed.
- 4.3. Urban Park Fees must be utilized in the respective Urban Park Fee District where the fees were collected or otherwise approved by the Board of County Commissioners.
- 4.4 To be eligible for an Urban Park Grant/Nonprofit Contract, unlimited public access must be provided to the respective facility during public use, operational hours.
- 4.5 The Board of County Commissioners will approve all Urban Park Grants/Nonprofit Contracts.
- 4.6 El Paso County will accept Urban Park Grant/Nonprofit Contract Proposals on a first come first serve basis. The application process will normally take approximately two months.
- 4.7 The grantee/nonprofit contractor must demonstrate its ability to perpetually maintain the site.

#### 5.0 GRANT/ NON PROFIT CONTRACT PROCESS

- 5.1. An Urban Park Grant/Nonprofit Contract Proposal is submitted to the Director of Parks and Leisure Services. The proposal will contain the following:
  - Project summary including a brief history of the organization, project need, project goal(s), site map(s), accessibility objectives, public input process, population to be served, project

partnerships, methods to meet public access requirements (Section 4.4), photo of the site, and detailed description of matching funds

- Purchase and / or development timetable
- Project budget including funding sources and detailed estimated expenses
- Ongoing maintenance responsibility commitment
- Explanation of the public input process
- Applicant's most recent annual operations budget
- List of governing body members
- Copy of current Internal Revenue Service determination letter indicating tax exempt status (if appropriate)
- Statement of grant request approval by the applicant's governing body
- Statement of how the County will be recognized if the Grantee is awarded an Urban Park Grant or the consideration given to the county in return for funds awarded under a Nonprofit Contract.
- 5.2. The Director of Parks and Leisure Services, or his designee, will review the grant/nonprofit contract proposal to ensure all grant/non profit contract requirements have been met.
- 5.3. The Director of Parks and Leisure Services, or his designee, will present the Urban Park Grant/Nonprofit Contract Proposal to the Park Advisory Board for potential endorsement.
- 5.4. The Director of Parks and Leisure Services, or his designee, will present Urban Park Grant/Nonprofit Contract Proposal to the Board of County Commissioners for review and/or approval.
- 5.5. Upon successful purchase of the real property or project completion, the grantee/nonprofit contractor will request reimbursement from El Paso County.
- 5.6. The Director of Parks and Leisure Services, or his designee, will review the project to ensure it meets all project objectives.
- 5.7. If acceptable, the County will release the Urban Park Grant/Nonprofit Contract funds to the Grantee/Nonprofit contractor.

#### 6.0 POLICY EXCEPTIONS

The Board of County Commissioners must approve all exceptions to the Urban Park Grant/Nonprofit Contract Program policies.

### El Paso County Park Advisory Board

#### Agenda Item Summary Form

Agenda Item Title:	Urban Park Grant Application by Glen Metropolitan District No. 3 for The Glen at Widefield Filing No. 6
Agenda Date:	April 13, 2016
Agenda Item Number:	# 7 - B
Presenter:	Elaine Kleckner, Planning Manager
Information:	Endorsement: X

#### Background:

El Paso County established an Urban Park Grant Program in March of 2007 to promote the development of urban park opportunities throughout El Paso County. Urban parks promote active recreation use, health and wellness, stimulate community and economic development, help preserve wildlife habitat, and provide opportunities for neighbors to meet and connect. The program is funded through Urban Park Fees paid by developers.

Cities, towns, school districts, metropolitan districts, and special districts in El Paso County are eligible for an urban park grant. Nonprofit organizations are also eligible through a contractual arrangement.

Urban park opportunities may include, but are not limited to: athletic facilities, playgrounds, gardens, parking areas, trails, aquatic facilities, and dog parks. Grants can also be used for the purchase of real property to establish an urban park. Urban parks are parks normally 25 acres or less and are designed to serve a surrounding neighborhood or subdivision.

#### Summary:

The Glen at Widefield development has Metropolitan Districts that assess homeowners for development and maintenance of public services, including parks. Residents have been very supportive of the development of parks and recreation facilities in this area, an area that is considered underserved from a park planning perspective. The developer, New Generation Homes, and the Metropolitan Districts are working together to provide the park and trail improvements that are described in the grant application.

The urban park grant application from The Glen Metropolitan District No. 3 requests \$25,000. The grant would help fund a park with playground equipment and a trail. The project budget is \$60,409.56. New Generation Homes is providing the \$35,409.56 of matching funds to the \$25,000 requested from the County.

The grant application, a draft grant agreement, and the Urban Park Grant Program Policies are attached.

Staff has reviewed the grant application and offers the following findings:

1. The applicant is a Metropolitan District and qualifies for an urban park grant. However, the park and trail property has not yet been platted, so ownership has not been transferred to a Metropolitan District. The developer understands that urban park grant funds may only be given to a qualifying entity that owns the park asset, such as a Metropolitan District, and that this grant would be conditioned upon the transfer of property within two years.

2. This site is located in Widefield School District 3 (Urban Area 4). The County has sufficient urban park funding for this area to provide the grant.

3. There were opportunities for public input to determine the recreation needs for the park, as described in the application.

4. The applicant will allow full public access to the facilities.

5. The facilities will meet Americans with Disabilities Act (ADA) requirements.

6. The applicant will provide \$35,409.56 in matching funds, which exceeds the 50% match requirement. The \$25,000 urban park grant from El Paso County will provide the remainder of the needed funding.

7. The facility will be maintained by The Glen Metropolitan District No. 3 as stated in the grant application.

8. The County's financial support will be acknowledged by a plaque at the park.

Staff recommends endorsement of a \$25,000 urban park grant for the project, subject to the transfer of the park and trail property to the Metropolitan District.

#### **Recommended Motion:**

Move to endorse the award of a \$25,000 urban park grant to The Glen Metropolitan District No. 3 for park and trail improvements in The Glen at Widefield Filing No 6. Award of the grant is subject to the following conditions: 1) Construction of the project shall be completed within two years of the effective date of the Urban Park Grant Agreement; and 2) The full transfer of the park and trail property from the developer to the Metropolitan District shall occur within two years of the effective date of the Urban Park Grant Agreement.

#### Attachments:

Urban Park Grant Application Draft Urban Park Grant Agreement Urban Park Grant Program Policies

#### <u>The Glen Metropolitan District No. 3</u> El Paso County Urban Park Grant Program Application

The Glen Metropolitan District No. 3 (the "Applicant"), together with The Glen Metropolitan District Nos. 1 and 2, (individually, "District No. 1," "District No. 2" and "District No. 3," and collectively, the "Districts") were organized in October 2003 pursuant to a service plan approved by El Paso County. The Districts were organized for the purpose of providing public infrastructure, including water, drainage, streets, and parks and recreation facilities, to support the needs of the residential community known as "The Glen at Widefield." Each District is able to issue general obligation indebtedness. In 2014, District Nos. 1 and 2 provided for the financing and construction of a recreational trail and an urban park to serve the residents of The Glen at Widefield. The park was completed in June, 2015. The Applicant now seeks funds to reimburse construction costs owed, the responsibility for which is set forth in the Park Funding Agreement as described in more detail below. The recreational trail will be completed in spring 2016.

Currently, the Applicant does not own the park and trail properties but holds an easement for maintenance and public use over the properties. It is the intent of the Applicant to acquire both the park and trail properties once construction is complete, as the Applicant has continuing responsibility for maintaining the facilities for public use.

#### I. Project Need

This project was designed to create a recreational trail and small park space for a community that currently does not have any public parks. There are over 1,000 single family homes in the entire neighborhood. In addition to the existing homes there are between sixty and one hundred new homes being closed each year.

Through hundreds of requests from homeowners and a partnership with New Generation Homes, the Districts are creating a series of small pocket parks that are easily accessible to the homeowners and can create a safe and friendly outdoor place to meet and be active within the community.

Based on the size of the neighborhood and recommendations of play structure experts, the Districts have built a mid-sized play structure on a site that encompasses about 5,000 sq ft.

Based on costs to build the structure as well as future maintenance and upgrade costs we would like to request a \$25,000 grant to help fund the project.

The park is located in Filing No. 6 of The Glen at Widefield, as shown on the Site Map attached hereto as **Exhibit A**. Site photos depicting construction thus far completed are also attached hereto in **Exhibit B**. In addition to the park, we have a proposed trail system that will run along the east side of the development adjacent to a green space. (For more information on the trails please see the Site Map for proposed construction) This will be an excellent addition to the community and will provide an excellent space to encourage outdoor exercise and activities for everyone to enjoy.

The park and trail are located in an area already designated by El Paso County as a priority area for more parks. In research for the project, it was noted that in the El Paso County Parks Master Plan from 2013, this area is underserved with active recreation facilities. In addition, it should be noted that this subdivision lies outside of the 5 mile catchment for trailhead access. Although this is a small

1

neighborhood park, we feel that with good access for the surrounding area and the long trail, it will be an excellent addition to the overall recreation facilities for El Paso County. In addition, given the projected size of future development in the area, it is possible that the recreational trail can be tied into future trails to create a full trail system through The Glen at Widefield area.

#### II. Project Goals

The main goal of this project is to create interconnected recreational opportunities for a rapidly growing neighborhood, and construction of a trail and small pocket park serves this end perfectly. The park creates an easily accessible location for neighbors to get outside, get active, and meet other members of the community. In addition, it provides a safe place where neighborhood children can be active and outside. The park is also integrated into a larger system of connectivity for the community. With easy access to sidewalks, the park connects to the trail, another recreation opportunity for the neighborhood.

#### III. Project Partnership and Funding

This project is being done in partnership with New Generation Homes, the current owner of the park property. The park will be conveyed to the Applicant upon completion of final landscaping and sidewalks.

The overall estimated cost of the park and trail is approximately \$60,409, as further detailed in **Exhibit C** attached hereto. However, thanks to a contribution from New Generation Homes, the cost to the Applicant will be approximately \$55,032.

In an effort to improve the community, New Generation Homes has put up all the money for the building of the facility because the Districts did not have sufficient funds at the time of construction. As a contribution to the joint project New Generation Homes donated all of the design as well as assembly of the facility at a cost of \$9,277.

The park and trail will eventually be conveyed to the Applicant. The intent of the developer is to convey the park site and the trail to the Applicant once the adjacent property is platted. The anticipated date of this conveyance is Spring 2017. To evidence this intent, the Districts have entered into a Park Funding Agreement, attached hereto as **Exhibit D**. The Park Funding Agreement obligates the Applicant to certain operation and maintenance responsibilities with respect to the park and trail and sets forth cost-sharing mechanisms between the Districts to defray costs of operation, maintenance, and construction of the park. Exhibit B of the Park Funding Agreement shows the breakdown of park and trail expenditures by New Generation Homes for which New Generation Homes seeks reimbursement from the Districts. The Districts and New Generation Homes have also entered into funding and reimbursement agreements and infrastructure acquisition agreements establishing mechanisms for the Districts to reimburse New Generation Homes for construction costs incurred for the benefit of the Districts and public improvements therein and for the Districts to eventually acquire and own and maintain these improvements.

The \$25,000 grant amount the Applicant now seeks will be utilized by the Applicant to fulfill obligations under the Park Funding Agreement. The 2015 Districts' budgets are also attached hereto as **Exhibit E** for additional reference.

#### IV. Park and Trail Maintenance Commitment

Although the Applicant does not own the park and trail properties at this time, the park and trail will ultimately be conveyed to the Applicant. In the interim, the owner of the property has granted an easement, attached here as **Exhibit F**, to the Applicant, for access to operate and maintain the park and the trail pursuant to its obligations in the Park Funding Agreement, and to allow the public access, for recreational use. As detailed above, the Park Funding Agreement obligates the Applicant to operate and maintain the park and for the Districts to share in operation and maintenance costs.

#### V. Public Access

The park is located in the newest filing of the development that is easily accessible to everyone, with major roads to the south (Mesa Ridge Pkwy) and an arterial to the west (Autumn Glen). In addition, the park is located near open space, where it is visible to the neighborhood. The park is attached to existing public sidewalk for easy access.

The recreational trail is easily accessed in multiple locations. The south end of the trail is accessed from the sidewalk surrounding the park. It is a very flat area and easily accessible to anybody who wishes to use it. Due to the fact that the trail intersects two public roads it will have multiple additional access points. There is a midway connection point for the trail at Waterville Way. This allows access not only from the ends of the trail but also in the middle. On the North end of the trail it is again accessed from a public sidewalk. The access is again fairly flat and easily accessible

One of the best features of the park and trail is their ability to function as a full recreation system throughout the neighborhood. The park provides the obvious benefit of safe outdoor recreation for families. In addition, the trail will provide an excellent walking or running space for everyone to enjoy. The added benefit that the trail is in a beautiful area that is going to remain open space is an excellent draw for anyone in the area. The two pieces combined allow everyone to move throughout the neighborhood safely while enjoying the outdoors.

The easement the Applicant holds ensures a public right of access. The easement ensures that the public may use the trail and the park even before the park has been transferred to the Applicant pursuant to agreements between New Generation Homes and the Districts and as contemplated for in the Park Funding Agreement. Until such time as the conveyance of the park and trail is made, the easement provides access to the public for recreational use and access to the Applicant for operation and maintenance purposes.

The park incorporates features to ensure compliance with the Americans with Disabilities Act. The access to the park comes off of a public sidewalk that is ADA accessible and has a gently sloped sidewalk to the play area that meets ADA requirements. In addition, the play structure that was selected is an ADA approved design per the manufacturer's literature (see attached reference). Finally, the play structure is placed at ground level and over an ASTM approved surface to ensure safe and fun enjoyment of the facility.

#### VI. Public Input process

The process to collect public input for this project was received from multiple sources.

As the primary homebuilder in the neighborhood since 2001, New Generation Homes had open discussions with thousands of homebuyers as well as potential buyers in the neighborhood. The number one asked for addition to the community was more park space.

Next, the project was brought to the board of directors for The Glen Filing No. 6 Homeowners Association for discussion. It was agreed by unanimous decision that a park would be an excellent addition to the area.

Third, the park idea was brought to the boards of directors for the Districts. The boards again agreed unanimously that a park would be an excellent addition to the neighborhood.

Furthermore, the Districts' boards acknowledged that the Districts will not only provide funding and financing for the park and trail improvements, but will also provide for on-going maintenance. The Applicant will be the eventual owner of the site as it has the capacity for maintenance and, together with District Nos. 1 and 2, is a governmental entity tasked with providing services to residents. As representative entities, the Districts provide a forum for further public input regarding this project as well as future projects.

#### VII. Population to be served

Currently there are no small neighborhood parks or formal trails within the entire development of The Glen at Widefield. Development is now moving through Filing No. 6, and the builders are closing between sixty and one hundred new homes each year combined.

The residents Glen Filing No. 6 will most likely be the primary user of the park and trail due to proximity and when complete will have 245 single family homes. The filing directly to the west, which will also provide a large number of users, is comprised of 270 single family homes. Finally, the furthest lots from the site but still within in the development are Filing Nos, 1-4. These filings include over approximately 600 single family homes and will also benefit from the proximity of the park and trail, though to a lesser degree.

Although we anticipate Glen Filing No. 6 to provide the most users to the area we do feel that the residents in The Glen Filings 1-5 will also use the area. With the park and trail creating such an easily accessible and beautiful recreation site, we feel that many residents will seek out this area for enjoyment.

#### VIII. Site Photos

See attached Exhibit B.

#### IX. Development Timetable

The original planning stages for this project began in early 2013. As the development began for The Glen at Widefield Filing No. 6, the continued requests from existing and future homeowners caused

the park to become a high priority for future development. As the development was originally designed, there was no park space dedicated, and the developer and builder looked at options for locations. Once construction in Filing No. 6 was started, a perfect park location was created by chance due to soil conditions that were not conducive to single family construction.

Once the development was substantially completed in the fall of 2013, the sales staff from New Generation Homes and the owners and general manager of both New Generation Homes and Glen Development Company coordinated to come up with a design objective for the project.

After discussion, New Generation Homes also contacted a play structure company to get input on the best size and features for the park.

Once all design decisions were made in spring of 2014, we began to move forward with the project. An unexpected change in direction for New Generation Homes slowed the process but the park was eventually constructed in November of 2014. The remaining piece of the park that needed to be completed was the final sidewalk access and landscaping. Despite facing heavy rains in spring of 2015, all the work on the park was completed in April 2015.

The District boards decided that we should wait to construct the trail until the park was complete so we could ensure that the two worked together to provide a harmonious recreation space for the neighborhood. The construction of the trail is limited by the construction of the final filing in the neighborhood. As of the date of this submission, the trail has been planned, and an easement has been created in which the trail will sit. The final construction of the trail is scheduled for summer 2016. We anticipate the entire trail to be complete no later than October  $1^{st}$  2016. Please see attached **Exhibit C** for specific trail estimates.

#### X. Applicant Information

A board of directors serves as the governing body for each of the Districts and is comprised of the following members:

Chairman/President – Frank C. Watson Treasurer – Gordon Wennen Secretary – J. Ryan Watson Assistant Secretary – J. Mark Watson Assistant Secretary – Susan Watson Recording Secretary – Legal Counsel

For the Districts' most recent annual operations budgets, please see **Exhibit E**. For a statement of grant request approval by the president of the boards of directors, please see **Exhibit G**.

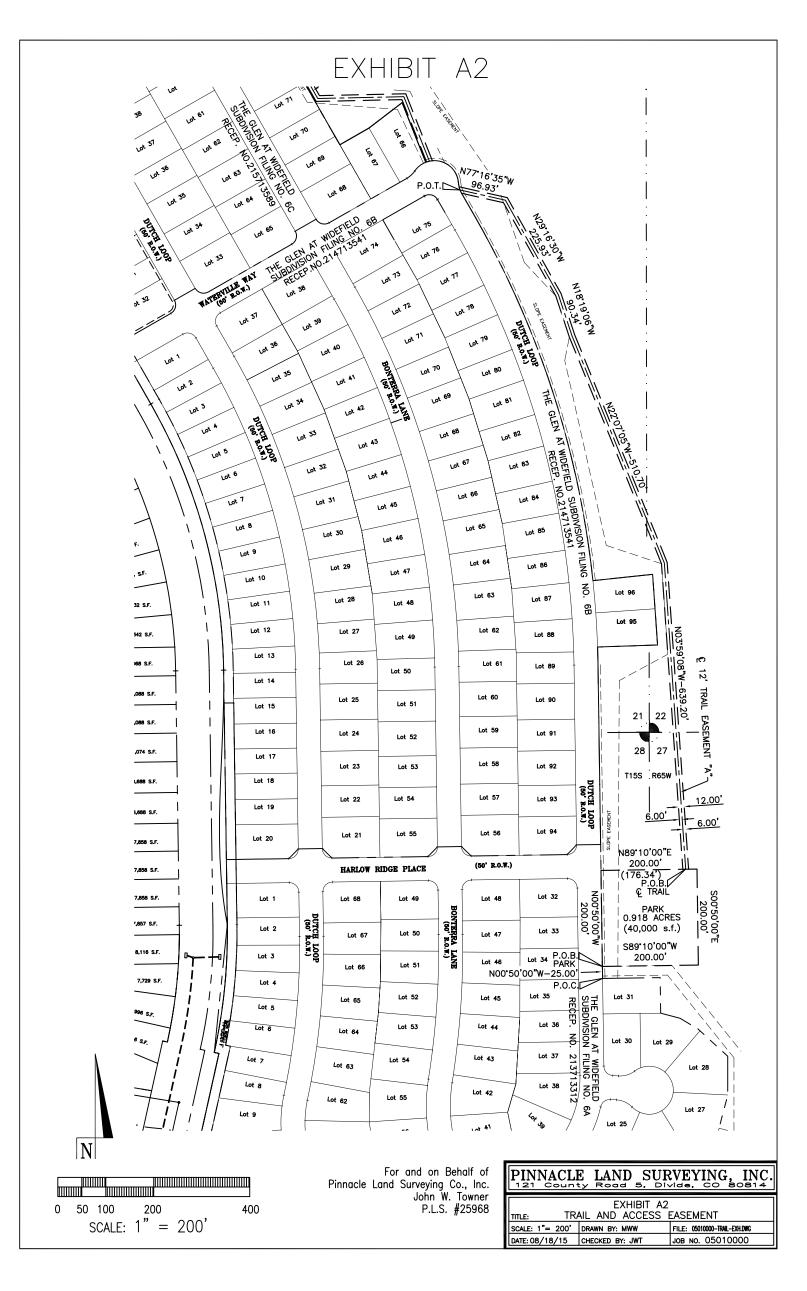
#### XI. Statement Regarding Recognition of the County

If the grant is awarded, the Applicant, together with District Nos. 1 and 2, intends to memorialize the efforts of everyone involved by designing a plaque to display at the park site. On the plaque, we will thank all of those involved and recognize their contributions, whether it is labor, time, or monetary. Naturally, if a grant is awarded, the County will be recognized at the top of the plaque as one of the premier contributors.

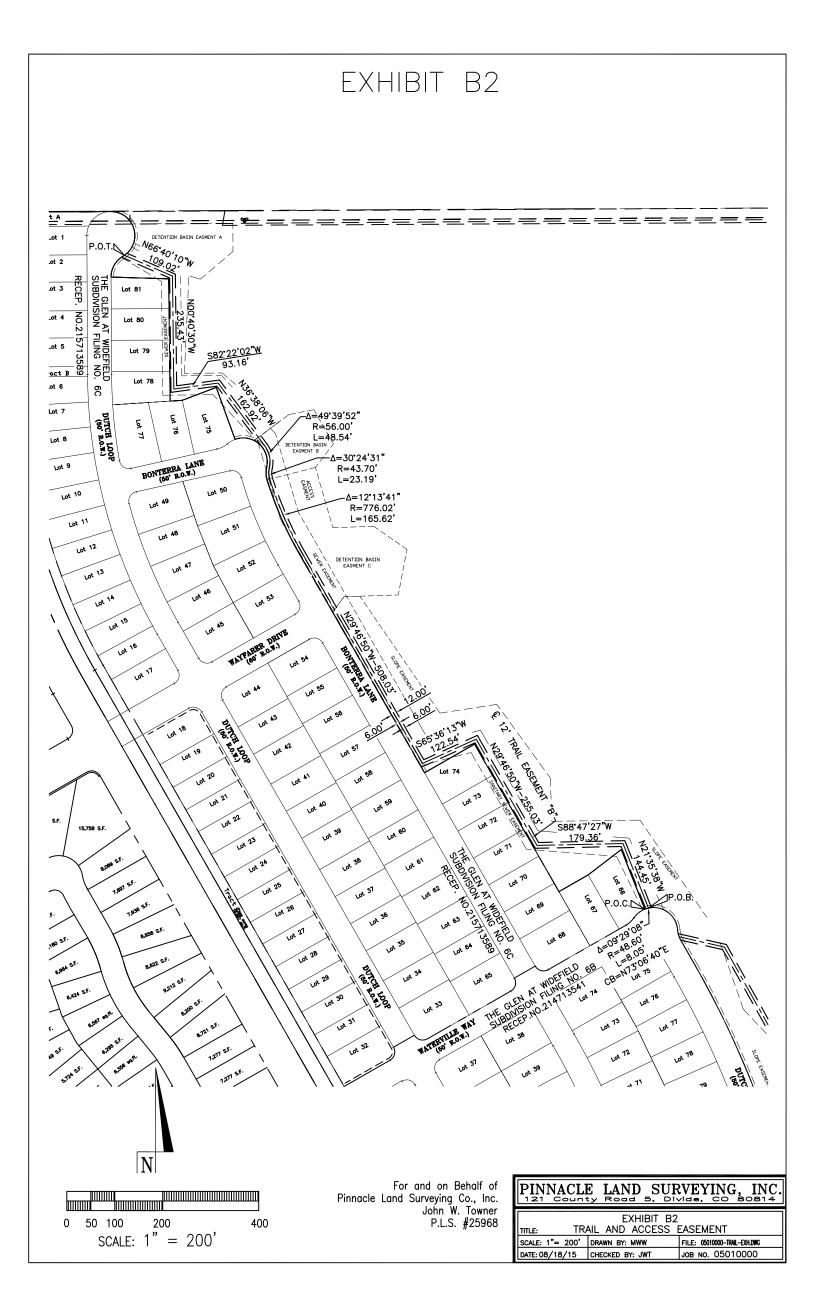
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## EXHIBIT A

## SITE MAP



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## EXHIBIT B

## SITE PHOTOS









## EXIBIT C

## ESTIMATED TRAIL AND PARK COSTS

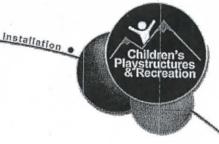
#### **Construction Costs**

Item	Actual Cost	
Playground Equipment	\$20,872.69	* See invoives 1&2
Concrete work, curb, sidewalk	\$9,577.25	* invoices 3-5
Landscaping	\$12,571.73	* invoices 6-9
Trash Containers	\$377.18	*invoice 10
Miscellaneous	\$358.75	invoice 11-13
	\$43,757.60	
Estimated Trail Cost	\$11,275.00	* See attached exhibit for trail estimate specifics
Donated Labor	\$2 <i>,</i> 476.96	*See attached invoice from New Gneration Homes to Glen Metro District
Donated Equipment	\$2,900.00	
	\$5,376.96	
Total Project Cost	\$60,409.56	
TOTAL PROJECT COST TO METRO DISTRICT	\$55,032.60	* This reflects the total project cost less than donated labor and equipment

Glen 6 Trail	
Estimated Length Estimated Width	3200' 6'
Costs Road Base	\$6,875 * assumes 275 Tons at \$25/ton - 3200 lf, 6 ft wide at 3" deep
Materials TOTAL	\$6,875
Labor Equpiment Labor TOTAL	\$2,400 * This assumes 4 workers at \$15/hr - total of 160 man hours \$2,000 * This assumes 20 hours at \$100/hr \$4,400
FINAL ESTIMATE	\$11,275

project Management

• Design •



# Sales Order

Sales Number:5015079Sales Date:Jul 31, 2014Sales Rep:Scott Gormanthe world needs play, help us make it happen

Playground Equipment \* Site Furniture \* Shade Structures \* Surfacing

Quoted To: Proposed For: Contact Name New Generation Homes The Glen at Widefield 3 Widefield Blvd Ryan Watson 7863 Dutch Loop Colorado Springs, CO 80911 Colorado Springs, CO 80925 Phone Fax Cust ID: New Generation Homes 719-392-0194 PO #: Qty Item. Description Unit Price Amount EF Equipment prices include freight Playworld Systems Challenger Playstructure, model 350-1203, design 1 22,985.00 \$ 22,985.00 14-3013A, Colors as in design 1 Summer Sale Discount if ordered by 8/29/14 -7,351.00 \$ -7,351.00 1 PW 0288 Playworld 3-1/2" 2-Unit Arch Swing with 8' Top Rail, with Add-a-bay, 3,374.00 \$ 3,374.00 model 0375, two belt seats and two infant seats Terms: 50% deposit required to initiate order, 50% payable upon completion -Subtotal \$ 19,008.00 unless credit terms granted or an acceptable purchase order received. Sales Tax \$ Date: - 11, 31 - 2014 Approved by: 893.16 Watson Printed Name: Jules RYAN TOTAL \$ 19.901.16

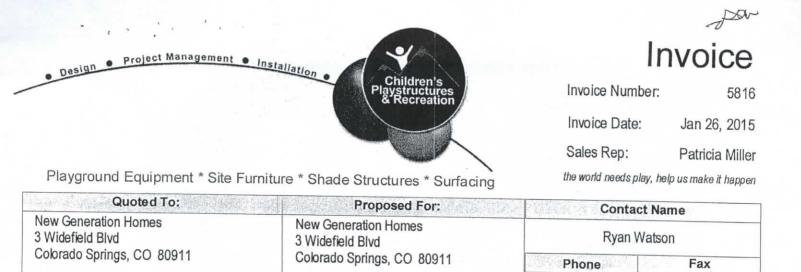
Sales Order excludes taxes, prevailing wages and site preparation unless otherwise noted. If tax exempt, please provide us with a copy of tax exempt certificate or the difference will be reflected on invoice. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. Owner is responsible for locating all irrigation and drainage system components. We are not responsible for damages caused by failure to properly locate these components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation figures may need to be increased. If we encounter a problem with digging, we will notify you immediately and submit a change order prior to continuing. Please acknowledge and return this document to schedule your installation.

9892 Titan Park Circle, Unit 1 Littleton, CO 80125

Office: 303.791.7626 Fax: 303.791.3314

Page: 1

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PO#:

Qty	Item	Description	Unit Price	Amount
	PW 1410	Playworld 6' Permanent Bench, EcoArmor Planks & Frames, model 1410	\$ 366.00	\$ 732.00
1	Freight	Freight	\$ 200.00	
		1210		
		Thank You For Your Business	Subtotal	\$ 932.00

	Check #:	

Balance is due upon delivery unless prior payment arrangements have been made. If tax exempt, please

provide us with a copy of tax exempt certificate or the difference will be refleced in this invoice. Late fees

9892 Titan Park Circle, Unit 1 Littleton, CO 80125

and interest at the rate of 18% per annum will be charged on all past due accounts.

Cust ID: New Generation Homes

Office: 303.791.7626 Fa

Fax: 303.791.3314

Sales Tax

Payment Received

TOTAL

719-392-0194

971.53

39.53

\$

\$

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## DEMPSEY CONCRETE INC.

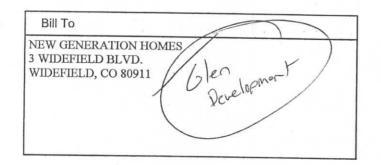
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Date	Invoice #
11/10/2014	1410



		P.O. No.	Terms		Project
Quantity	Description		Rate		Amount
	Playground in the Glen				Amount
180	Tractor time to excavate playground area needed to be do could be done Curb poured so far 5' sidewalk poured so far /210 me inna MA A/D HOH	ne before curb or footings		75.00	375.00 2,160.00 2,250.00
			Total		
			Total		\$4,785.00

# DEMPSEY CONCRETE INC.



# Invoice

## 3122 WESTCLIFF DRIVE EAST COLORADO SPRINGS, CO 80906

Date	Invoice #
2/23/2015	1423

Bill To

NEW GENERATION HOMES 3 WIDEFIELD BLVD. WIDEFIELD, CO 80911

	[	P.O. No.	Terms	Desired	
			Terms		Project
Quantity	Description		Rate		Amount
	Playground at the Glenn. Park benches installation and co	oncrete pads.			
1 10 1 3 18	Concrete for 2 4'x8' pads 4" thick, 4000psi concrete Short load on concrete delivery 80 pound concrete bags 5000psi, for 12" footings x 24" de 12" auger bit rental Tractor time, travel, excavation and drilling. Labor set up, drilling, stabilizing bench while footings are and set, pouring and finishing 4x8 pads from concrete true protection.	poured with concrete haos		125.00 80.00 10.00 75.00 75.00 40.00	156.2 80.0 100.0 75.0 225.0 720.0
	1210				
1			Total		\$1,356.25

# DEMPSEY CONCRETE INC.

## 3122 WESTCLIFF DRIVE EAST COLORADO SPRINGS, CO 80906



Date	Invoice #		
11/28/2014	1416		

NEW GENERATION HOMES	
3 WIDEFIELD BLVD.	
WIDEFIELD, CO 80911	

		P.O. No.	Terms	Pr	oject
13 36 76 2	Description Playground in the Glen 18" holes drilled and poured 2' in depth 18" holes drilled and poured 1' in depth Balance of 12" curb Balance of 5' sidewalk 2x2 pads 6" thick for trash cans Blanket protection and cold weather costs	P.O. No.	Rate		oject Amount 1,300.00 422.50 432.00 1,140.00 40.00 101.50
	12	) 9/			
			Total		\$3,436.00

# **KW SCHRAMEK**

7395 SOUTHMOOR DRIVE FOUNTAIN, CO 80817 719-392-2712

#### Bill To:

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

# attr: Gordan Ir 3pages Ir

# Invoice

Number: 20142610

#### Ship To:

November 24, 2014

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

Date:

PO Number	Tems	FOB	Contact	FAX	
	UPON RECEIPT	FOUNTAIN	Joe Sanchez	392-4278	

Date	Description	Quantity/Hours	Price/Rate	Тах	Amount
11/24/14	PLAYGROUND MULCH / CY	130.00	30.00		3,900.00
	delivered to the glen via walking floor direct ship				
			1		
ote: This Invo hanks	ice Amount to be applied toward b	alance owed on 1988 KW Du	mp Truck.		
**************************************	Langer,			Sub-Total	\$3,900.00
			TA	X 5.13% on 0.00	0.00

PLEASE PAY FROM THIS INVOICE. ALL CHARGE ACCOUNTS ARE DUE WITHIN 30 DAYS OF INVOICE DATE THANK YOU FOR YOUR BUSINESS!

But \$50,543

Thenlis

Total

\$3,900.00

73 of 143

KW SCHRAMEK

PAGE 01

Page: 1



7395 SOUTHMOOR DRIVE FOUNTAIN, CO 80817 719-392-2712

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**KW SCHRAMEK** 

Bill To:

r

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911 Invoice

Date: May 20, 2015

Ship To:

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

PO	Number	Terms	s	FOB	C	ontact	FAX	
Ryan UPO		UPON REC	ECEIPT FOUNTAIN			Ryan	392-4278	
Date	Description		Quantit	y/Hours	Price/Rate	Tax	Amount	
5/6/15	2-4 RIVER F 3/4 GRANITE			0.95	31.50		29.93	
	12X300 FABR	RIC		4.00	270.00		1,080.00	
5/14/15	FABRIC STAP	PLES		500.00	0.09		45.00	
	EDGING STAK	KES		140.00	0.27		37.80	
	ROLL TOP ED	OGING		33.00	9.00		297.00	
	1 1/2 RIVER	ROCK		174.35	30.00		5,230.50	
5/15/15	1 1/2 RIVER	ROCK		27.25	30.00		817.50	
	12x300 FABR	RIC		1.00	270.00		270.00	
5/21/15	ROLL TOP ED	GING		4.00	9.00		36.00	
	EDGING STAK	ES		40.00	0.27		10.80	

amended from previous)

PLEASE PAY FROM THIS INVOICE. ALL CHARGE ACCOUNTS ARE DUE WITHIN 30 DAYS OF INVOICE DATE THANK YOU FOR YOUR BUSINESSI

Page: 2

# **KW SCHRAMEK**

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7395 SOUTHMOOR DRIVE FOUNTAIN, CO 80817 719-392-2712

#### Bill To:

.

# NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

# Invoice

Number: 20152806

Date: May 20, 2015

Ship To:

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

	O Number Ryan	Tems UPON RECEIPT	FOB FOUNTAIN	Contact Ryan		FAX 392-4278	
ate	Description	Quant	ity/Hours	Price/Rate	Tax	Amount	
: Invoic	se Amount to be app	blied toward balance owed on	1999 KW / JD LOA(	DER			
t.	, , , , , , , , , , , , , , , , , , ,						
			ļ				
				та	Sub-Total X 5.13% on 0.00	\$7,854.	
SE PAY		CE DUE WITHIN 30 DAYS OF INV		17	Total	\$7,854.	

THANK YOU FOR YOUR BUSINESS!

# **KW SCHRAMEK**

7395 SOUTHMOOR DRIVE FOUNTAIN, CO 80817 719-392-2712

#### Bill To:

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

# Gordon

# Invoice

Number: 20152837

#### Date: June 11, 2015

Ship To:

NEW GENERATION HOMES, INC. 3 WIDEFIELD BLVD. COLORADO SPRINGS, CO 80911

PC	) Number	Terms	FOB	c	ontact	FAX	7
	Ryan	UPON RECEIP	T FOUNTAIN	1	Ryan 392-4278		1
Date	Description	Qu	antity/Hours	Price/Rate	Tax	Amount	]
5/27/15 5/2/15 5/10/15	3/4 VALLEY 1 1/2 RIVER RED BREEZE		2.35 27.24 7.36	25.20 30.00 17.10		59.22 817.20 125.86	Cust Flag Cust
ALANCE: \$3							
ne - Mushimi					Sub-Total	\$1,002.28	
				TA	X 5.13% on 0.00	0.00	

ALL CHARGE ACCOUNTS ARE DUE WITHIN 30 DAYS OF INVOICE DATE THANK YOU FOR YOUR BUSINESS! Welcome to Trashcans Warehouse - Thank You for Your Order

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https://www.trashcanswarehouse.com/checkout4.asp?step=4



The right trash cans for your budget & setting

	My Cart Get a Quo	te Submit a P.O.	İ
	Your Order In	voice	
A subsidiary of J Trash Cans Wareh 45 Flat Street Brattleboro, VT		Date Ordered: 10/9/2014 Order Number: TC-2030	
Billing Address Ryan Watson Glen Developme 3 Widefield Blvc Colorado Spring 719-392-0194 ryan@newgenho Payment Type:	ent Company d s, CO 80911 -	SHIPPING ADDRESS Ryan Watson Glen Development Company 3 Widefield Blvd Colorado Springs, CO 80911-US	
Item ID 73290199	ITEMS PolyTec 42 Gallon Square Waste Container with Dome Lid Color: Black	<b>PRICE QTY</b> \$129.99 2	<b>TOTAL</b> \$259.98

\$259.98
\$0.00
\$0.00
\$117.20

TOTAL: \$377.18

Thank you for shopping at Trashcans Warehouse!

Login | Create Account | About Us | Our Customers | Shipping | Returns | Contact Us | My Cart | Privacy Policy Copyright © 2014 Trashcans Warehouse. All Rights Reserved. Phone: 866.359.8594 | Fax: 888.506.0210 45 Flat Street, Brattleboro VT 05301





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Content the particular of the state of a plan in the g e carrier con march forther and a start of Rian 12) 0 AIN HIA LOW IL CENTERS 7710 A .. . FOUNTAIN, CO 8G )) 75 · 101? - SALE WALES#: 000/M22 843068 TRANSH: 10645515 11 ------1 - M. I. - Y Ser. 3 <sub>2</sub> 338196 KOB 3/8-IN DR TT45 TORX D 5,88 many a stanting of the stant SUBTOTAL : TAX: A according to a star 5,88 INVOTOF 10586 10 CHSM . 6.34 CHSM . 20.00 CHANGE: 13.66 april 10 A STURE: 2607 and JEPM ING 10 11/10/14 11:52:52 OF TTEMS PURCHASED: EXALUDES FEESA SERVICES A D'SPECIAL ORDER ITEMS THANK YOU FOR SHOFFING LOWE'S. SEE REVERSE SIDE FOR RETURN POLICY. STORE-MANAGER; CHELSEA BENHAN 11× 80 WE HAVE JUNE LOWEST PRICES, BUARANTEED! YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 108. SEE STORE FOR DETAILS. In in in the former of YOUR OPINIONS COUNTI \*\*\*\*\* REG STER FOR A CHANCE TO WIN \$5. " & LOWE'S BIFT CARD! TREGISTRESE PARA TERLAND OPORTUMIDAD DE GANAR UNA TARJETA DE REGALU - LON DE \$50001 j. P L. STER BY COMPLETING A SUEST SATISFACTION SURVE TITHIN ONE WEEK AT: WWW. lowes com/survey YOUR ID# 10586 2607 314 .39 N PURCHASE NECESSI ... : U ENTER OR WIN. WHERI ROUIDITED. MUST BE IN OR DIDER\*FO.SEMTE 5 INT ICIAL I. LES & HINERS AT : NUN . TUWES . COM/SUL 11/10/14 11:52:52 OF THE HOURS



WE HAVE THE LOWEST "RICES. GUARANTEED! IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%. SEE STORE FOR DETAILS.

STATE 1 PARADISE BUILDERS 2780 EL CAPITAN DR. COLORADO SPRINGS, CO 80918 DATE ¥, NUMBER -AR (719) 528-6797 19/20 Park New Generation Remes 3 Willfield Blod. .

TERMS:

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# EXHIBIT D

# PARK FUNDING AGREEMENT

#### AMENDED AND RESTATED PARK FUNDING AGREEMENT

This AMENDED AND RESTATED PARK FUNDING AGREEMENT (this "Agreement") is made and entered into as of the 7<sup>th</sup> day of July, 2015, by and between THE GLEN METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 1"), THE GLEN METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District No. 2"), and THE GLEN METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District No. 2"), and THE GLEN METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District No. 2"). District Nos. 1-3 are hereinafter collectively referred to as the "Districts."

#### RECITALS

WHEREAS, the Districts have been duly and validly organized as quasi-municipal corporations and political subdivisions of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the "Special District Act"); and

WHEREAS, the Districts were organized for the purpose of providing certain public infrastructure, improvements, and services, as permitted under the Special District Act, and as authorized and in accordance with the Service Plan for the Districts approved on October 28, 2003 (the "Service Plan"); and

WHEREAS, District Nos. 1 and 2 entered into a Park Funding Agreement dated March 3, 2015 (the "**Prior Agreement**"); and

WHEREAS, District No. 1, District No. 2 and District No. 3 now seek to participate in the funding of construction and operations costs of a public park and associated trail, the location of which is more specifically described in **Exhibit A** attached herein (the "**Park**"), and which represents a benefit to the residents of each District; and

WHEREAS, the Park was constructed by or at the direction of New Generation Homes, Inc. (the "Developer"), at the final costs specified in **Exhibit B** attached herein (the "**Construction Costs**"); and

WHEREAS, District Nos. 1 and 2 intend to reimburse the Developer for the Construction Costs from funds available for such purpose, and to fund the costs of operating and maintaining the Park (the "**Operating Costs**"); and

WHEREAS, the District No. 3 is to be responsible for the conduct of operations and maintenance activities of the Park, using funds provided by District Nos. 2 and 3 hereunder; and

WHERAS, the Developer has granted to District No. 3 necessary public easements providing for public access to the Park, and permitting the operations and maintenance thereof by District No. 3;

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties hereby agree as follows:

1. <u>Agreement Administration and Park Management.</u> District No. 3 shall be responsible for the operations and maintenance of the Park, subject to the receipt of funding therefor by District Nos. 1 and 2 as hereinafter provided. District No. 3 shall be responsible for administering the payment provisions of this Agreement, and shall otherwise act jointly on behalf of the Districts to ensure that the Park is operated for the benefit of the public.

2. <u>Allocation of Costs.</u> The Districts agree that the Construction Costs and Operating Costs for the Park shall be shared by District Nos. 2 and 3, in accordance with the following percentages:

a. District No. 1: 35%b. District No. 2: 65%

It is expected that District No. 1 will initially provide reimbursement for the Construction Costs to the Developer and for the future Operating Costs, inclusive of the amount to be funded by District No. 2, as District No. 2 currently has insufficient funds to do so. District No. 2 will reimburse District No. 1 for its share of such costs in accordance with the terms of this Agreement.

3. <u>Obligation of District No. 2</u>. District No. 2 agrees to impose an annual ad valorem tax levy, not to exceed 50.000 mills, in order to fund its share of Construction Costs and Operating Costs under this Agreement.

4. <u>Priority of Application of District No. 2 Revenue</u>. District No. 2 revenues shall be applied as follows:

a. First, as soon as District No. 2 is able, it shall cover its share (65%) of annual Operating Costs.

b. Second, once District No. 2 has fully paid 65% of the annual Operating Costs for a given year, District No. 2 shall repay to District No. 1 as much as possible of the accrued Operating and Construction Costs each year, until such time as 65% of such costs are fully reimbursed to District No. 1.

5. <u>Operating Costs.</u> The Districts will agree annually on an operating budget for the Park. Until such time that District No. 2 is able to pay its full share of the annual Operating Cost in a given year pursuant to this Agreement, District No. 1 agrees to cover 100% of Operating Costs, and District No. 2 shall repay to District No. 1 the accrued amount as soon as it is able. As

soon as District No. 2 is able to cover its share (65%) of annual Operating Costs pursuant to Paragraph 3(a) of this Agreement, District No. 1 shall only be responsible for payment of its 35% share of Operating Costs.

6. <u>Multiple Fiscal Year Obligations</u>. Amounts due hereunder shall not constitute a debt or indebtedness of the District within the meaning of the Colorado Constitution.

7. <u>Amendments</u>. This Agreement may only be amended or modified by a writing executed by each party.

8. <u>Severability</u>. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

9. <u>Applicable Laws</u>. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

10. <u>Assignment</u>. This Agreement may not be assigned without the express prior written consent of the other party, and any attempt to assign this Agreement in violation hereof shall be null and void.

11. <u>Authority</u>. By execution hereof, the District and the Developer represent and warrant that their representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective party to the terms hereof.

12. <u>No Third Party Beneficiaries</u>. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. <u>Entire Agreement</u>. This Agreement constitutes and represents the entire, integrated agreement between the District and the Developer with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date set forth above.

14. <u>Inurement</u>. The terms of this Agreement shall be binding upon, and inure to the benefit of the parties as well as their respective successors and permitted assigns.

15. <u>Governmental Immunity</u>. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

16. <u>Negotiated Provisions</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

17. <u>Counterpart Execution</u>. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

18. <u>Prior Agreements</u>. The Park Funding Agreement entered into by and between District No. 1 and District No. 2 dated March 3, 2015, is hereby terminated and this Agreement shall supersede the Prior Agreement and all prior agreements by and between any of the Districts relating to the funding of construction and operations costs of the Park.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement

> THE GLEN METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By:

Officer of the District

ATTEST:

THE GLEN METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 1

Officer of the District

ATTEST:

THE GLEN METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

02 By:

Officer of the District

ATTEST:

APPROVED AS TO FORM; WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law

General Counsel to the Districts

0765.0300:632695

5

# EXHIBIT A Legal Description

# EXHIBIT A1

## PARK DESCRIPTION:

A park easement for ingress/egress, park, parking and trail purposes, located in a portion of Sections 27 and 28, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of Lot 31, The Glen at Widefield Subdivision Filing No. 6A as recorded under Reception No. 213713312 in the records of the Clerk and Recorder's Office of said County. Said point being also a point on the Easterly boundary of said Glen at Widefield Subdivision Filing No. 6A; Thence N00°50'00"W along the Easterly boundary line, a distance of 25.00 feet to the Point of Beginning of the easement herein described:

Thence continuing N00°50'00"W along said Easterly boundary, a distance of 200.00 feet; Thence N89°10'00"E, a distance of 200.00 feet, Thence S00°50'00"E, a distance of 200.00 feet; Thence S89°10'00"W, a distance of 200.00 feet to the Point of Beginning.

Said easement contains 0.918 acres (40,000 s.f.) more or less.

#### TRAIL EASEMENT DESCRIPTION:

A twelve (12') foot wide trail and access easement over and across a portion of Sections 21, 22, 27 and 28, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, whose side lines are lengthened or shortened to intersect with the property lines, lying six (6') each side of the following described centerline:

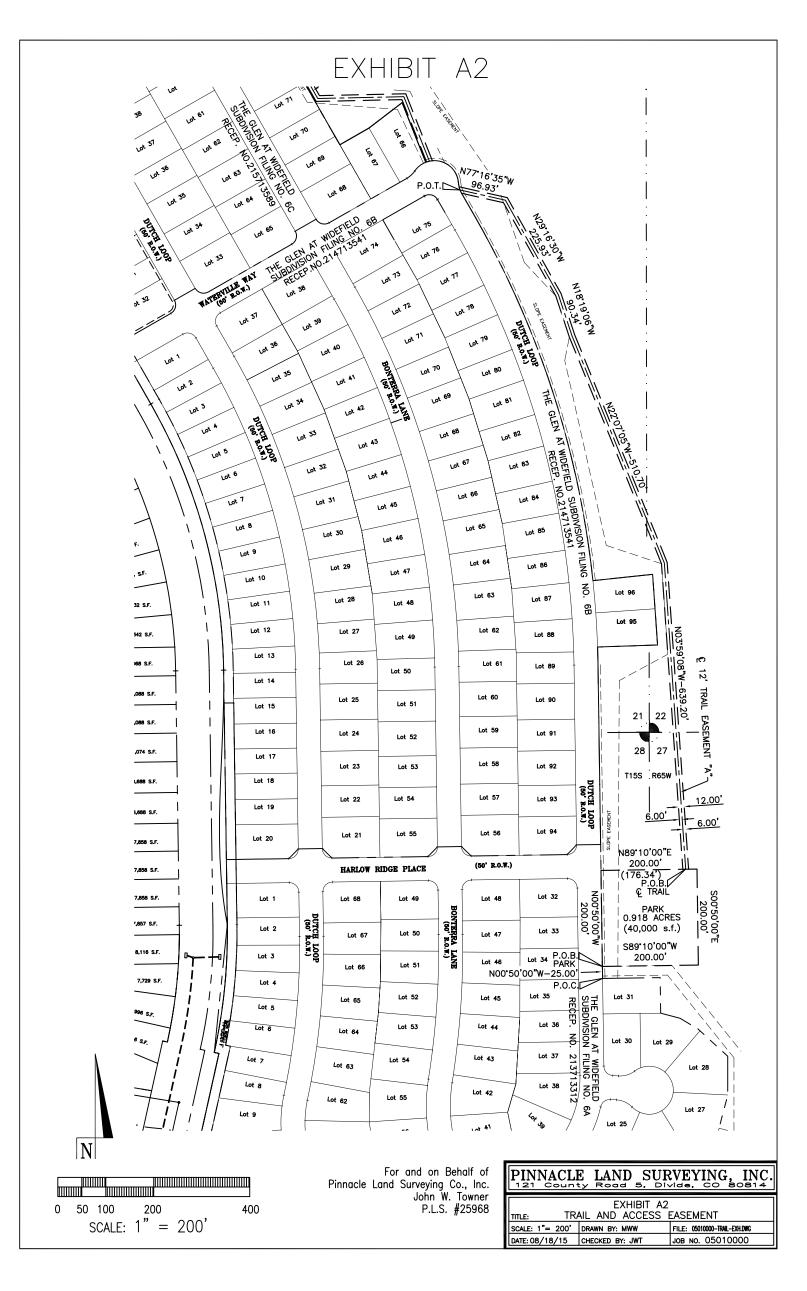
Commencing at the Northwest corner of Lot 31, The Glen at Widefield Subdivision Filing No. 6A as recorded under Reception No. 213713312 in the records of the Clerk and Recorder's Office of said County. Said point being also a point on the Easterly boundary of said Glen at Widefield Subdivision Filing No. 6A; Thence N00°50'00"W along the Easterly boundary line, a distance of 225.00 feet; Thence N89°10'00"E, a distance of 176.34 feet to the Point of Beginning of the following described centerline:

Thence N03°59'08"W, a distance of 639.20 feet; Thence N22°07'05"W, a distance of 510.70 feet; Thence N18°19'06"W, a distance of 90.34 feet; Thence N29°16'30"W, a distance of 225.93 feet; Thence N77°16'35"W, a distance of 96.93 feet to a point on the Easterly Right-of-Way line of Dutch Loop and the Easterly boundary line of said Glen at Widefield Subdivision Filing No. 6B as recorded under Reception No. 214713541 and the Point of Terminus of said centerline.

Said easement contains 18,755 S.F. (0.431 acres) more or less.

For and on Behalf of Pinnacle Land Surveying Co., Inc. John W. Towner P.L.S. #25968

PINNACLI 121 Count	E LAND SUR	VEYING, INC.				
EXHIBIT A1						
SCALE: 1"= 200'	DRAWN BY: MWW	FILE: 05010000-TRAIL-EXH.DWG				
DATE: 08/18/15	CHECKED BY: JWT	JOB NO. 05010000				
DATE: 08/18/13	CHECKED BI: JWI	100 NO. 03010000				



# EXHIBIT B1

# TRAIL EASEMENT DESCRIPTION:

A twelve (12') foot wide trail and access easement over and across a portion of Section 21, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, whose side lines are lengthened or shortened to intersect with the property lines, lying six (6') each side of the following described centerline:

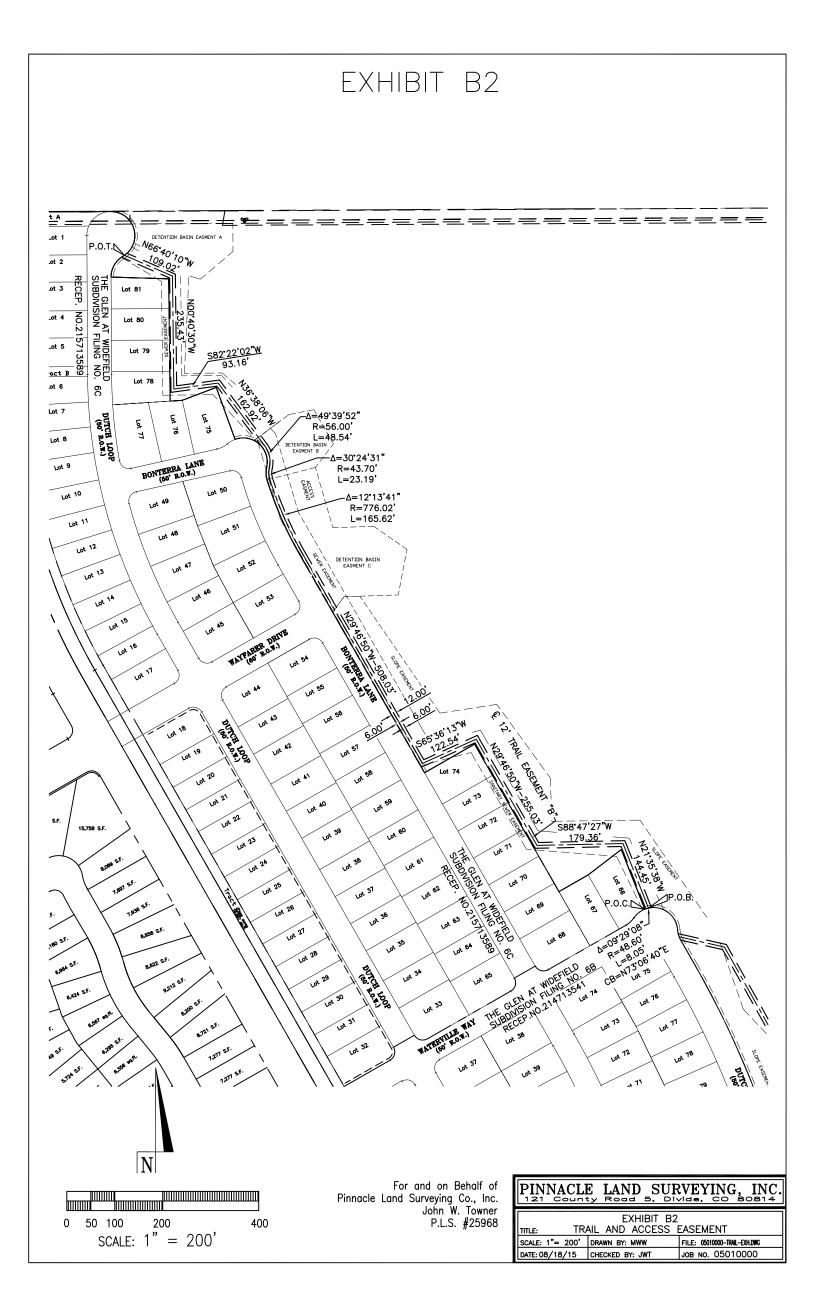
Commencing at the Southeast corner of Lot 66, The Glen at Widefield Subdivision Filing No. 6C as recorded under Reception No. 215713589 in the records of the Clerk and Recorder's Office of said County. Said point being also a point on the Northerly boundary of The Glen at Widefield Subdivision Filing No. 6B as recorded under Reception No. 214713541; Thence along the Northerly boundary of said Glen at Widefield Subdivision Filing No. 6B as recorded under Reception No. 6B along the arc of a non-tangential curve to the right, having a central angle of 09°29'08", a radius of 48.60 feet, an arc length of 8.05 feet, whose chord bears N73°06'40"E to the Point of Beginning of the centerline herein described:

Thence N21°35'38"W, a distance of 144.45 feet; Thence S88°47'27"W, a distance of 179.36 feet; Thence N29°46'50"W, a distance of 255.03 feet; Thence S65°36'13"W, a distance of 122.54 feet; Thence N29°46'50"W, a distance of 508.03 feet; Thence along the arc of a curve to the right, having a central angle of 12°13'41", a radius of 776.02 feet, an arc length of 165.62 feet; Thence along the arc of a compound curve to the right, having a central angle of 30°24'31", a radius of 43.70 feet, an arc length of 23.19 feet; Thence along the arc of a reverse curve to the left, having a central angle of 49°39'52", a radius of 56.00 feet, an arc length of 48.54 feet; Thence N36°38'06"W, a distance of 162.92 feet; Thence S82°22'02"W, a distance of 93.16 feet; Thence N00°40'30"W, a distance of 235.43 feet; Thence N66°40'10"W, a distance of 109.02 feet to a point on the Easterly boundary of The Glen at Widefield Subdivision Filing No. 6C and the Point of Terminus of said Centerline.

Said easement contains 24,562 S.F. (0.564 acres) more or less.

For and on Behalf of Pinnacle Land Surveying Co., Inc. John W. Towner P.L.S. #25968

E LAND SUR	VEYING, INC.				
EXHIBIT B1					
DRAWN BY: MWW	FILE: 05010000-TRAIL-EXH.DWG				
CHECKED BY: JWT	JOB NO. 05010000				
	EXHIBIT B1 AIL AND ACCESS I DRAWN BY: MWW				



# 91 of 143

# EXHIBIT E

# 2014 OPERATIONS BUDGETS FOR DISTRICT NOS. 1 & 2

#### Glen Metropolitan District No. 1 Budget-Debt Service Fund Year Ended December 31, 2015

	2013 Actual	2014 Budgeted	2014 Actual	2015 Budgeted
FUND BALANCE-BEGINNING OF YEAR	149,471	120,672	120,672	99,787
REVENUES				
Property tax	135,519	148,915	148,574	154,611
Specific ownership tax	20,150	14,000	13,129	15,755
Interest on delinquent taxes	23	40	23	25
Total revenue	155,692	162,955	161,725	170,391
EXPENDITURES/EXPENSES				
Treasurer's fees	2,041	4,050	2,661	2,783
Debt Service	_,• · · ·	.,	2,001	_,
Bond principal	40,000	40,000	40,000	45,000
Bond interest	142,450	139,650	139,650	136,850
Bank Fees		300	300	300
Total expenditures/espenses	184,491	184,000	182,611	184,933
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(28,799)	(21,045)	(20,885)	(14,542)
FUND BALANCE-END OF YEAR	120,672	99,627	99,787	85,245
	assessed valuati mill levy	on	-	7,730,540 20 154,611

#### Glen Metropolitan District No. 2 Budget-General Fund Year Ended December 31, 2015

	2013 Actual	2014 Budgeted	2014 Actual	2015 Budgeted
FUND BALANCE-BEGINNING OF YEAR	0	0	0	0
REVENUES				
Property tax	0	3,867	7,015	8,623
Specific Ownership tax	0	380	489	571
Investment income	0	0	0	0
Miscellaneous income	0	0	0	0
Total revenue	0	4,247	7,503	9,194
EXPENDITURES/EXPENSES				
Accounting and audit	0	2,175	0	3,750
Insurance	0	2,000	1,618	1,968
Dues and subscriptions	0	700	210	210
Legal	0	10,000	5,480	10,000
Landscaping, trees, community beautification		50,000	0	50,000
Miscellaneous	0	75	0	75
Engineering	0	0	0	0
Treasurer's fees	0	58	98	120
Total expenditures	0	65,008	7,405	66,123
EMERGENCY RESERVE (3%)		116	225	259
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	0	(60,877)	(127)	(57,188)
OTHER FINANCING SOURCES Developer Advances Transfer from other Funds		60,877	127	57,421
		60,877	127	57,421
FUND BALANCE-END OF YEAR	0	0	0	233

\*District Inactive from Dec. 8, 2010 until Dec. 3, 2013

assessed valuation	862,310
mill levy	10
	8,623

# EXHIBIT F

# PARK & TRAIL EASEMENT

9

#### PARK & TRAIL EASEMENT AGREEMENT

This PARK & TRAIL EASEMENT AGREEMENT ("Agreement") is made and entered into as of September \_\_\_\_\_, 2015 (the "Effective Date"), by GLEN INVESTMENT GROUP NO. VII, LLC, a Colorado limited liability company whose address is 3 Widefield Boulevard, Colorado Springs, CO 80911 ("Grantor"), and THE GLEN METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is c/o White Bear Ankele Tanaka & Waldron, Attorneys at Law, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122 ("District Grantee").

#### RECITALS

A. Grantor is the owner of certain real estate located in El Paso County, Colorado, legally described on <u>Exhibit A</u> and <u>Exhibit B</u> (together, the "Easement Property"), both attached hereto and incorporated herein by this reference, and intends to create a recreational trail on the Easement Property as an amenity to residents of the District Grantee.

B. Grantor therefore seeks to grant to District Grantee certain non-exclusive easement rights over, across and under the Easement Property subject to certain terms and conditions, all as more particularly described herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and District Grantee hereby agree as follows:

#### 1. Grant of Easement for Park and Trail Facilities.

1.1 The undersigned Grantor, intending to be legally bound, hereby grants and conveys to District Grantee the perpetual right to enter the Easement Property at any time to construct, install, maintain, and repair any park and/or trail facilities or structures as necessary for the public enjoyment and safety on the park and trail. These activities may include vehicular use and may include, but are not limited to, park equipment repair, landscape maintenance, infrastructure maintenance, and trash services.

(a) The Easement may be used and enjoyed by District Grantee and its agents, employees, contractors, and designees (which may include any and all affiliates of District Grantee), and any other agents, contractors and invitees acting by, through or under any of them. (b) District Grantee shall be responsible for the maintenance of all improvements installed within the Easement Property.

2. Grant of Easement for Public Recreational Purpose. The undersigned Grantor, intending to be legally bound, hereby grants and conveys to District Grantee the right to make available to the public a perpetual right to enter the Easement Property for recreational purpose, as defined in Section 33-41-102 of the Colorado Revised Statutes. No person is permitted to charge a fee for access to the Easement Property. Grantor intends by this Agreement to avail itself of the immunities granted under Section 33-41-103 of the Colorado Revised Statutes, and nothing in this Agreement is intended or shall be construed as a limitation on or waiver of any such immunity to which Grantor, its respective officials, employees, contractors, or agents, or any other person or entity acting on behalf of the Grantor, is entitled under Section 33-41-103.

3. Reservation of Uses by Grantor. Grantor shall retain the full use and enjoyment of the Easement Property, to the extent such use does not unreasonably interfere with the purposes of this Agreement. Grantor reserves the right to temporarily erect or place barriers in and around areas on the Easement Property that are being constructed and/or repaired in order to insure either safety of persons or protection of property.

4. Liens. District Grantee will not cause or permit any mechanic's lien claims to be made, or a lien to be filed, against the Easement Property arising from any construction, maintenance or repair work by, through or under District Grantee pursuant to this Agreement. If any such mechanic's lien claim is recorded against the Easement Property, then District Grantee will, within 30 days after receiving written notice from Grantor or any third party of such lien claim, obtain the recorded release of such lien claim, whether by discharge, bonding or otherwise.

5. Compliance with Laws. The District Grantee agrees to comply with all federal, state, local and police requirements, regulations, ordinances and laws respecting the Easement Property and the activities of the District Grantee conducted thereon.

6. Insurance. District Grantee shall obtain, keep in force and maintain and cause each of District Grantee's contractors to obtain, keep in force and maintain, at no cost to the Grantor, general liability insurance (which shall be primary and non-contributing), insuring Grantor and District Grantee against any liability arising out of this Agreement.

7. **Incorporation by Reference**. Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

8. Governmental Immunity. Nothing in this Agreement is intended or shall be construed as a limitation on or waiver of any governmental immunity to which District Grantee, their respective officials, employees, contractors or agents, or any other person or entity acting on behalf of the District Grantee, are entitled under the laws of the State of Colorado.

9. Successors and Assigns. The terms and provisions of this Agreement and all easements granted hereunder shall be binding upon any successor owners of the Easement Property, including, without limitation, successors through purchase at foreclosure sale or deed in lieu of foreclosure, and the respective benefits and burdens hereunder shall run with the land.

10. Costs and Attorney's Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall recover all costs and expenses of litigation, including reasonable attorneys' fees.

11. Governing Law and Venue. The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for El Paso County, Colorado.

12. Amendments; Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by Grantor from the terms of this Agreement is effective unless the amendment, waiver, or consent is in writing and signed by an authorized signatory for each of the District Grantee. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

13. Integration. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

14. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

15. Prior Agreements. The Trail Easement Agreement dated July 7, 2015 between Grantor and District Grantee (the "Trail Agreement"), and the Park Easement Agreement dated December 23, 2014 between Grantor and The Glen Metropolitan District Nos. 1 and 2 ("District No. 1" and "District No. 2") and recorded in the real property records of El Paso County at Reception No. 214119757, as subsequently assigned by Assignment and Assumption of Park Easement Agreement between District Nos. 1 and 2 and the District Grantee on July 7, 2015 (the "Park Agreement"), are hereby terminated and this Agreement shall supersede the Trail Agreement and the Park Agreement and all prior agreements between any of the parties thereto relating to easement rights to the Easement Property, or any portion thereof.

16. Counterparts. This Agreement may be signed in counterparts and all of which, when taken together, shall constitute one instrument.

## [Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set forth above.

GLEN INVESTMENT GROUP NO. VII, LLC, a Colorado limited/liability company

By: Wark Watson, Manager

Colorado STATE OF \_\_\_\_ ) ) ss. COUNTY OF 6

The foregoing document was acknowledged before me this  $2\frac{2}{2}$  day of Say Jerries, 2015, by T Mark (Jalson as Manager of Glen Investment Group No. VII, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission ex	pires: Jah 23,	2018
N WENNEN / Puslic Colorado 35144028888	Notory Dishio	<u>17 Nac</u>

GORDON NOTAR STATE OF WOTARY IS & NESION EXPIRES MR.Y 23, 2018

Notary Public

Signature Page 1 of 2 to Park & Trail Easement Agreement

THE GLEN METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Frank C. Watson, President STATE OF Colorado ) ) ss. COUNTY OF EI PASO

WITNESS my hand and official seal.

My commission expires: <u>July 23, 201</u>8 My commission expires: <u>July 23, 201</u>8

GORDON N WENNEN NOTABY PUBLIC STATE OF COLORADO NOTARY ID \$ 20144028588 OMMISSION EXPIRES JULY 23

Notarv Public

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON

Attomeys at Law

General Counsel to the District

Signature Page 2 of 2 to Park & Trail Easement Agreement

### EXHIBIT A

Legal Description of the Easement Property

# EXHIBIT A1

PARK DESCRIPTION:

A park easement for ingress/egress, park, parking and trail purposes, located in a partian of Sections 27 and 28, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of Lat 31. The Glen at Widefield Subdivision Filing No. 6A as recorded under Reception No. 213713312 in the records of the Clerk and Recorder's Office of said County. Said point being also a point on the Easterly boundary of said Glen at Widefield Subdivision Filing No. 6A; Thence N00'50'00"W along the Easterly boundary line, a distance of 25.00 feet to the Point of Beginning of the easement herein described;

Thence continuing N00'50'00"W along said Easterly boundary, a distance of 200.00 feet; Thence N89'10'00"E, a distance of 200.00 feet; Thence S00'50'00"E, a distance of 200.00 feet; Thence S89'10'00"W, a distance of 200.00 feet to the Point of Beginning.

Said easement contains 0.918 acres (40,000 s.f.) more or less.

TRAIL EASEMENT DESCRIPTION:

A twelve (12') foot wide trail and access easement over and across a portion of Sections 21, 22, 27 and 28, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, whose side lines are lengthened or shortened to intersect with the property lines, lying six (6') each side of the following described centerline:

Commencing at the Northwest corner of Lat 31. The Glen at Widefield Subdivision Filing No. 6A as recorded under Reception No. 213713312 in the records of the Clerk and Recorder's Office of said County. Said point being also a point on the Easterly boundary of said Glen at Widefield Subdivision Filing No. 6A; Thence N00'50'00'W along the Easterly boundary line, a distance of 225.00 feet; Thence N89'10'00''E, a distance of 176.34 feet to the Point of Beginning of the following described centerline:

Thence N03"59'08"W, a distance of 639.20 feet; Thence N22'07'05"W, a distance of 510.70 feet; Thence N18'19'06"W, a distance of 90.34 feet; Thence N29'16'30"W, a distance of 225.93 feet; Thence N77'16'35"W, a distance of 96.93 feet to a point on the Easterly Right-of-Way line of Outch Loop and the Easterly boundary line of said Glen at Widefield Subdivision Filing No. 6B as recorded under Reception No. 214713541 and the Point of Terminus of said centerline.

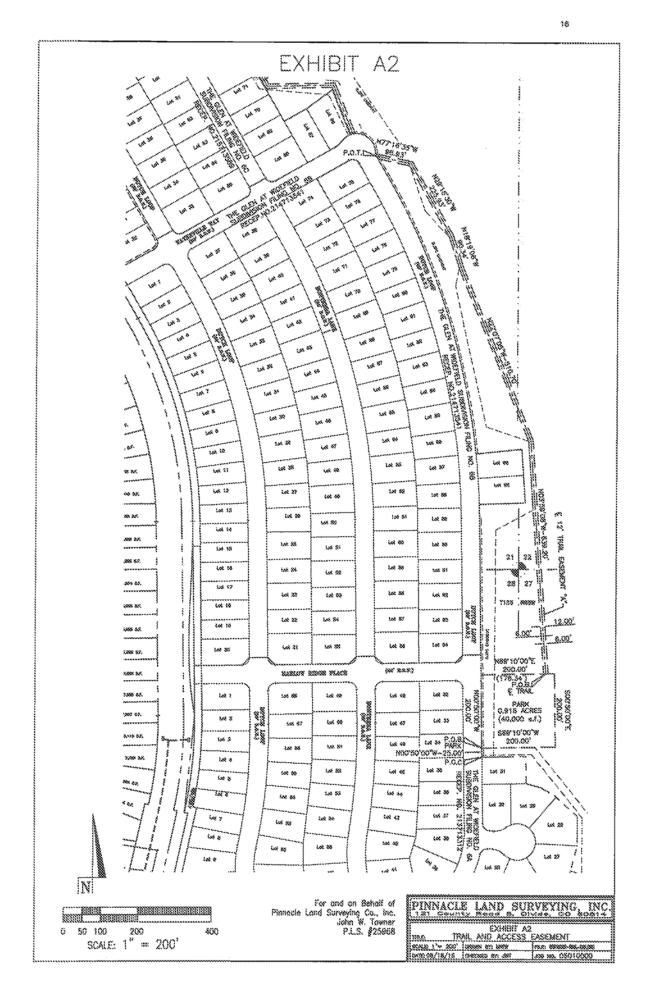
Said easement contains 18,755 S.F. (0.431 acres) more or less.

For and an Behalf of Pinnacle Land Surveying Co., Inc. John W. Toemer P.L.S. §20980

#### PINNACLE LAND SURVEYING, INC

EXHIBIT A1 TRAIL AND ACCESS EASEMENT SCH.L.1's 200' (Provide on Merit Sch.L.1's 200' (Provide on Merit Sch.L.2's 200' (Provide on Merit S

#### 102 of 143



#### 103 of 143

## EXHIBIT B

Legal Description of the Easement Property

# EXHIBIT B1

#### TRAIL EASEMENT DESCRIPTION:

A twelve (12') foot wide trail and access easement over and across a portion of Section 21, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, whose side lines are lengthened or shortened to intersect with the property lines, lying six (6') each side of the following described centerline:

Commencing at the Southeast corner of Lot 66, The Glen at Widefield Subdivision Filing No. 6C as recorded under Reception No. 215713589 in the records of the Clerk and Recorder's Office of said County. Said point being also a point on the Northerly boundary of The Glen at Widefield Subdivision Filing No. 6B as recorded under Reception No. 214713541; Thence along the Northerly boundary of said Glen at Widefield Subdivision Filing No. 6B as recorded under Reception No. 214713541; Thence along the Northerly boundary of said Glen at Widefield Subdivision Filing No. 6B along the arc of a non-tangential curve to the right, having a central angle of 09'29'08", a radius of 48.60 feet, an arc length of 8.05 feet, whose chord bears N73'06'40"E to the Point of Beginning of the centerline herein described:

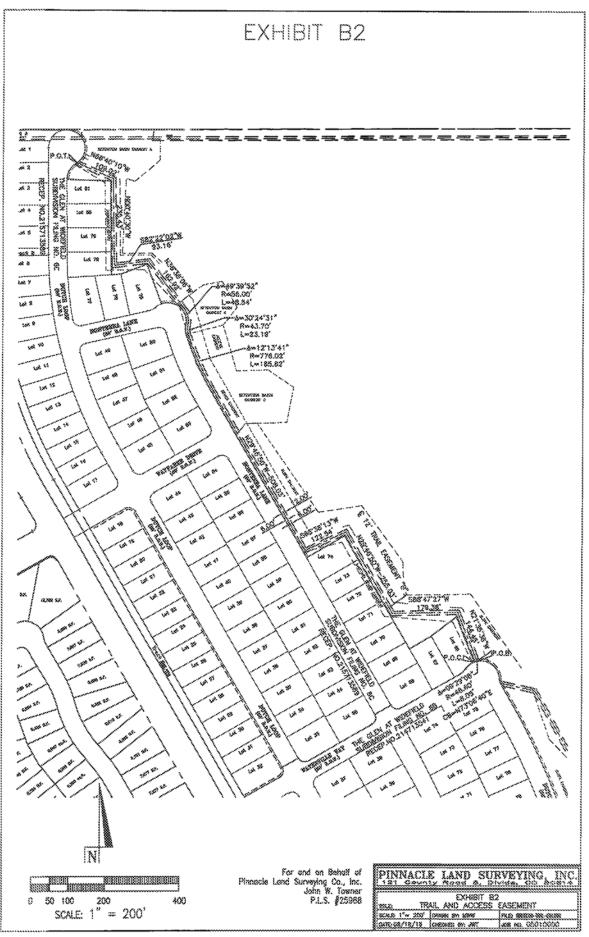
Thence N21'35'38'W, a distance of 144.45 feet; Thence S88'47'27'W, a distance of 179.36 feet; Thence N29'46'50'W, a distance of 255.03 feet; Thence S65'36'13'W, a distance of 122.54 feet; Thence N29'46'50'W, a distance of 508.03 feet; Thence along the arc of a curve to the right, having a central angle of 12'13'41", a radius of 776.02 feet, an arc length of 165.62 feet; Thence along the arc of a compound curve to the right, having a central angle of 30'24'31", a radius of 43.70 feet, an arc length of 23.19 feet; Thence along the arc of a reverse curve to the left, having a central angle of 49'39'52", a radius of 56.00 feet, an arc length of 48.54 feet; Thence N36'38'06'W, a distance of 162.92 feet; Thence S82'22'02'W, a distance of 93.16 feet; Thence N00'40'30'W, a distance of 235.43 feet; Thence N66'40'10'W, a distance of 109.02 feet to a point on the Easterly boundary of The Glen at Widefield Subdivision Filing No. 6C and the Point of Terminus of said Centerline.

Said easement contains 24,562 S.F. (0.564 acres) more or less.

For and an Behalf of Pinnacle Land Surveying Ca., Inc. John W. Towner P.L.S. ∮25988

# PINNACLE LAND SURVEYING, INC.

EXHBUT B1 mile TRAB. AND ACCESS EASEMENT BALL 1\*\* 355 (Seven en Merri March 1\*\* 355 (Seven en Merri March 1\*\* 155 (Seven en Merri Merri 05/18/15 (Seven en Merri Merri 18/15 (Seven en Merri 18/15 (Seven en Merri Merri 18/15 (Seven en Merri 18/15 (Sevene en Merri 18/15 (Sevene en Merri 18



#### 106 of 143

# EXHIBIT G

## STATEMENT OF GRANT REQUEST APPROVAL BY BOARD PRESIDENT

March 20<sup>th</sup>, 2015

To Whom It May Concern,

I am writing this letter in reference to the park grant request from Glen Metro Districts 1&2. As the Chairman and President of the Districts I am excited to write this letter giving our approval for the request to apply for a park grant. Having worked in the community for a long time and hearing all the requests for added park space, I am truly happy to see this project come to fruition. If you have any questions regarding this project please do not hesitate to contact me.

Thank You,

eat

Frank C. Watson Chairman/President Glen Metro Districts 1&2



COMMISSIONERS AMY LATHEN, CHAIR DENNIS HISEY, VICE CHAIR SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

# **COMMUNITY SERVICES DEPARTMENT**

 $\label{eq:park operations} \begin{array}{l} \mathsf{Park Operations} \sim \mathsf{Planning} \sim \mathsf{Recreation}/\mathsf{Cultural Services} \\ \mathsf{Environmental Services} \sim \mathsf{Veterans Services} \sim \mathsf{CSU} \ \mathsf{Extension} \end{array}$ 

# El Paso County

# URBAN PARK GRANT AGREEMENT

This Urban Park Grant Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between The Glen Metropolitan District No. 3 ("Grantee") and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, whose address is 200 South Cascade Avenue, Colorado Springs, Colorado 80903 ("Grantor"). Grantor and Grantee may be collectively referred to herein as the Parties.

# RECITALS

WHEREAS, Grantee has submitted an application for an Urban Park Grant to Grantor pursuant to the El Paso County Parks Urban Park Grant/Nonprofit Contract Program Policies ("Grant Policies"); and

WHEREAS, Grantee's proposal meets all of the requirements set forth in the Grant Policies with the provisions outlined in this Agreement; and

WHEREAS, the El Paso County Park Advisory Board recommends approval of Grantee's application.

NOW, THEREFORE, for consideration and mutual promises contained herein, the Parties agree as follows:

# AGREEMENT

1. <u>Grant Award.</u> Award is hereby made to the Grantee in the amount of \$25,000 (the "Grant") for a park with playground equipment and trail improvements in Filing No. 6 of The Glen at Widefield that will be used by County residents for recreational purposes and as further described in the grant application, attached hereto as Exhibit A and incorporated herein by reference (the "Project").

2. <u>Conformance with Grant Request.</u> The Project shall be constructed and operated in conformance with the descriptions and specifications set forth in Exhibit A.



3. <u>Performance Period.</u> Construction of the project must be completed within two years of the effective date of this Agreement or the Agreement will be terminated and the grant funds will not be disbursed. The Grantee also understands that this grant award is conditioned upon the full transfer of title to the park and trail property from the developer to the Grantee and that the transfer must occur within two years of the effective date of this Agreement or the Agreement will be terminated and the grant funds will not be disbursed.

4. <u>Schedule of Payments.</u> The Grant will be disbursed to the Grantee upon the successful completion of the Project and verification by Grantor that all grant requirements have been met. Grantor reserves the right to inspect the Project prior to, during or at the conclusion of the Project and/or periodically thereafter. A representative of the Grantee may be required to attend the inspection.

5. <u>Continued Use of Property.</u> Any lands used for this Project will not be converted to any non-recreational use without prior written approval of the Grantor. All improvements resulting from the Project shall be maintained in a safe manner in perpetuity by the Grantee, and the Grantor may periodically inspect the Project site to ensure this requirement is satisfied.

6. <u>Termination</u>. The Grantor reserves the right to terminate this Agreement, in whole or in part, for any of the following reasons: (a) the Grantee fails to comply with the terms of this Agreement; (b) the Grantee has insufficient funds to complete the Project; (c) the Grantee fails to begin work on this Project within one year of the effective date of this Agreement.

7. <u>Financial Responsibility.</u> The Grantee shall maintain a complete record file of all receipts, expenditures and other records which pertain to the use of the Grant in the performance of this Agreement. Such record files shall be made available to the Grantor upon request. No later than thirty (30) working days after the date of the Project completion or termination of the Agreement, the Grantee shall submit to the Grantor a summary of the receipts and expenditures.

8. <u>Assignment.</u> All terms of the Agreement shall be binding on and inure to the benefit of the legal representatives, successors, agents, or assigns of the Parties. The rights and responsibilities of the Parties under this agreement shall not be assignable without the prior written approval of the Grantor.

9. <u>Full Public Benefit.</u> The Grantee agrees that the facility being developed pursuant to this Agreement will be available for the use and enjoyment of the general public during public use, operational hours unless the Grantee has specifically reserved the facility for a community program. Grantee's understands that if it fails to comply with this provision, it shall be liable for reimbursement of the Grant to Grantor at Grantor's written request.

10. <u>Integration of Understandings</u>. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing.

11. <u>Severability.</u> To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

12. <u>Modification</u>. This Agreement is subject to such modifications as may be required by changes in Federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective dates of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

13. <u>Recognition.</u> The Grantee agrees to recognize El Paso County for the Urban Park Grant on a plaque at the park site. El Paso County Parks must approve the proposed sign and wording prior to the sign being fabricated.

14. <u>Failure To Comply.</u> The failure of the Grantee to comply with all terms and conditions in this agreement may result in the Grantor requesting reimbursement of the Urban Park Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2016.

# **GRANTOR:**

EL PASO COUNTY

Amy Lathen, Chair Board of County Commissioners of El Paso County Colorado ATTEST:

County Clerk & Recorder

APPROVED AS TO FORM:

County Attorney's Office

**GRANTEE:** 

THE GLEN METROPOLITAN DISTRICT NO. 3

(Name)

(Title)



COMMISSIONERS DENNIS HISEY, CHAIR AMY LATHEN, VICE CHAIR SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

# **COMMUNITY SERVICES DEPARTMENT**

Park Operations ~ Planning ~Recreation/Cultural Services Environmental Services ~Veterans Services ~ CSU Extension

### URBAN PARK GRANT/NONPROFIT CONTRACT PROGRAM POLICIES

#### 1.0 INTRODUCTION

El Paso County desires to promote the development of urban park opportunities throughout El Paso County. Urban parks promote health and wellness, stimulate community and economic development, help preserve the environment, provide opportunities for neighbors to meet and connect, and provide areas for wildlife.

#### 2.0 PURPOSE

The Urban Park Grant/Nonprofit Contract Program establishes policies and procedures for considering proposals from organizations who wish to receive an Urban Park Grant or Nonprofit Contract from El Paso County to establish urban park opportunities.

#### 3.0 **DEFINITIONS**

- 3.1. <u>Advisory Boards, Commissions, Councils or Groups</u> are any working or advisory boards or committees created by the El Paso County Board of County Commissioners and assigned to or administratively supported by the Parks and Leisure Services Department.
- 3.2. <u>Urban Park Grant/Nonprofit Contract</u> is a monetary grant or nonprofit contract funds provided through the Urban Park/Nonprofit Contract Program to support the development of urban park opportunities in El Paso County. Grant or Nonprofit Contract funds can be used for the purchase of real property to establish an urban park or for the development of urban park opportunities. Such opportunities include, but are not limited to: athletic facilities, playgrounds, gardens, parking areas, trails, aquatic facilities, and dog parks.
- 3.3. <u>Urban Parks</u> are parks normally 25 acres or less and are designed to serve a surrounding neighborhood or subdivision.
- 3.4. <u>Grantee</u> is either a governmental organization in El Paso County, such as a city, town, school district, metropolitan district, or special district.
- 3.5 <u>Nonprofit Contractor</u> is a tax exempt organization (501-c-3) that contracts with El Paso County Urban Park Grant/Nonprofit Contract program to develop urban parks or facilities that will directly benefit the citizens of El Paso County as consideration for receipt of payment of the funds (park fees).
- 3.6. <u>Recognition Proposal</u> is the grantees/non profit contractor's plan to acknowledge an Urban Park Grant/Nonprofit Contract from El Paso County.



- 3.7. <u>Urban Park Grant/Nonprofit Contract Proposal</u> is a proposal for an Urban Park Grant/Nonprofit Contract that includes a summary of the project, development timetable, project budget, funding sources, and ongoing maintenance responsibility commitment.
- 3.8. <u>Urban Park Fee Fund</u> is a fund established for the acquisition of urban park fee lands or the development or enhancement of urban park opportunities. The funds are paid by subdividers when the average development lot is less than 2.5 acres. The Board of County Commissioners annually determines the urban park fees for the respective Urban Park Fee Districts.
- 3.9. <u>Urban Park Fee Districts</u> will consist of the following: District #1 School District 38, District #2 School District #20, District #3 School District #49, District #4 School District #3, and District #5 all other school districts.

### 4.0 POLICY

The El Paso County Parks and Leisure Services Department will administer the Urban Park Grant/Nonprofit Contract Program under the following guidelines:

- 4.1. Grantees/Nonprofit Contractors will be required to demonstrate the existence of matching funds when submitting an Urban Park Grant Proposal. Typically, Urban Park Grants/Nonprofit Contracts will not exceed \$25,000.
- 4.2. Urban Park Grants/Nonprofit Contract funds will be distributed to grantees/Nonprofit Contractors after the real estate acquisition has been finalized or the urban park opportunity has been constructed.
- 4.3. Urban Park Fees must be utilized in the respective Urban Park Fee District where the fees were collected or otherwise approved by the Board of County Commissioners.
- 4.4 To be eligible for an Urban Park Grant/Nonprofit Contract, unlimited public access must be provided to the respective facility during public use, operational hours.
- 4.5 The Board of County Commissioners will approve all Urban Park Grants/Nonprofit Contracts.
- 4.6 El Paso County will accept Urban Park Grant/Nonprofit Contract Proposals on a first come first serve basis. The application process will normally take approximately two months.
- 4.7 The grantee/nonprofit contractor must demonstrate its ability to perpetually maintain the site.

#### 5.0 GRANT/ NON PROFIT CONTRACT PROCESS

- 5.1. An Urban Park Grant/Nonprofit Contract Proposal is submitted to the Director of Parks and Leisure Services. The proposal will contain the following:
  - Project summary including a brief history of the organization, project need, project goal(s), site map(s), accessibility objectives, public input process, population to be served, project

partnerships, methods to meet public access requirements (Section 4.4), photo of the site, and detailed description of matching funds

- Purchase and / or development timetable
- Project budget including funding sources and detailed estimated expenses
- Ongoing maintenance responsibility commitment
- Explanation of the public input process
- Applicant's most recent annual operations budget
- List of governing body members
- Copy of current Internal Revenue Service determination letter indicating tax exempt status (if appropriate)
- Statement of grant request approval by the applicant's governing body
- Statement of how the County will be recognized if the Grantee is awarded an Urban Park Grant or the consideration given to the county in return for funds awarded under a Nonprofit Contract.
- 5.2. The Director of Parks and Leisure Services, or his designee, will review the grant/nonprofit contract proposal to ensure all grant/non profit contract requirements have been met.
- 5.3. The Director of Parks and Leisure Services, or his designee, will present the Urban Park Grant/Nonprofit Contract Proposal to the Park Advisory Board for potential endorsement.
- 5.4. The Director of Parks and Leisure Services, or his designee, will present Urban Park Grant/Nonprofit Contract Proposal to the Board of County Commissioners for review and/or approval.
- 5.5. Upon successful purchase of the real property or project completion, the grantee/nonprofit contractor will request reimbursement from El Paso County.
- 5.6. The Director of Parks and Leisure Services, or his designee, will review the project to ensure it meets all project objectives.
- 5.7. If acceptable, the County will release the Urban Park Grant/Nonprofit Contract funds to the Grantee/Nonprofit contractor.

#### 6.0 POLICY EXCEPTIONS

The Board of County Commissioners must approve all exceptions to the Urban Park Grant/Nonprofit Contract Program policies.

#### Agenda Item Summary Form

Information: X	Endorsement:
Presenter:	Jason Meyer, Project Manager
Agenda Item Number:	#7 - C
Agenda Date:	April 13, 2016
Agenda Item Title:	Fountain Creek Regional Trail Flood Repairs at Fishers Canyon

#### **Background Information:**

Repeated flooding between 2013 and 2015 caused serious damages to the Fountain Creek Regional Trail at the confluence of Fishers Canyon and Fountain Creek, between the Maxwell Street Trailhead and Stratmoor Valley Neighborhood Park. Strong storm flows through Fishers Canyon and Fountain Creek caused erosion of the foundation that ultimately led to structural failure. The concrete crossing was destroyed and the trail was closed in 2015 closing a portion of the Fountain Creek Trail and eliminating the only pedestrian crossing of US 85/87 in the Stratmoor Valley neighborhood.

A \$200,000 CDBG grant, coupled with \$18,000 in County 1A funds was used to design and construct a new 65-foot pedestrian bridge, concrete abutments, riprap armoring and concrete trail approaches. The new pedestrian bridge raises the trail elevation approximately seven feet in height to accommodate storm flows. Over 180 feet of concrete trail was installed to resist erosion, protect the abutments, and provide more gradual trail grades under the US 85/87 bridge. Construction was completed in April, 2015. Several photos showing the damaged crossing and construction process will be presented to the Board in April.

#### Agenda Item Summary Form

Information: X	Endorsement:
Presenter:	Elaine Kleckner, Planning Manager
Agenda Item Number:	#7 - D
Agenda Date:	April 13, 2016
Agenda Item Title:	Falcon Regional Park Update

#### **Background Information:**

The Falcon Regional Park Master Plan was approved by the Board of County Commissioners on March 3, 2015. Construction documents for Phase 1A improvements were completed later in the year with assistance from NES Inc. consultants. Phase 1A will include baseball fields, access and parking areas, park infrastructure, and basic park amenities.

The County selected American Civil Constructors to construct Phase 1A, with a contract completion date of June 30, 2016, and a goal for completion by June 1, 2016 to allow the High Plains Little League to play their final game of the first half of the season on the new fields. A grand opening is tentatively scheduled for June 11.

Grading of parking areas and ball fields has been completed. Installation of utilities, irrigation system, dugouts and ballfield fencing is now underway. Photos showing construction progress will be presented to the Board in April.

#### Agenda Item Summary Form

Information: X	Endorsement:
Presenter:	Todd Marts, Recreation & Cultural Services Manager
Agenda Item Number:	#7 - E
Agenda Date:	April 13, 2016
Agenda Item Title:	Pikes Peak Birding and Nature Festival

#### **Background Information:**

The El Paso County Strategic Plan 2012-2016 identified in Goal #4 – Strategy D to expand tourism opportunities. The Recreation & Cultural Services Division set a goal to partner with non-profit organizations in the development of new event opportunities.

The innovative programming team researched existing festivals in the Pike Peak region and looked for opportunities to add a festival. The team identified a gap and community need for a birding and nature festival.

Sixteen public, private and non-profits are joining together for an ecotourism birding and nature festival that promotes conservation and education to explore the area's natural and agricultural heritage resources of the Pikes Peak Region. The festival offers thirty-five unique opportunities for participants. Twenty field trips take you from the top of Pikes Peak to the prairie. Join an experienced field trip leader for a birding experience you'll never forget. Explore the prairies, foothills, and higher elevations for a variety of birds, each species adapted to its special habitat.

The festival's mission is to provide an ecotourism birding festival that promotes conservation and education that builds upon the area's natural and agricultural heritage resources of the Pikes Peak Region.

The festival committee is a group of dedicated professionals from sixteen public and private, and non-profit agencies are collaborating to provide a unique opportunity to highlight the diversity of birds and wildlife in our region, parks and facilities.

- Aiken Audubon Society
- Bear Creek/Ftn. Creek Nature Center
- Cheyenne Mountain State Park
- Cheyenne Mountain Zoo
- Chico Basin Ranch
- Colorado Parks & Wildlife
- Colorado Springs Parks & Recreation
- EPC Rec. & Cultural Services

- Friends of Cheyenne Cañon
- Friends of EPC Nature Centers
- Garden of the Gods Visitor/Nature Center
- J&R Group
- Pikes Peak Community College
- Pikes Peak Community Foundation
- Pinello Ranch/Venetucci
- Starsmore Visitor & Nature Center

#### Keynote Speaker:

Paul Bannick, our keynote speaker, is an award-winning wildlife photographer specializing in the natural history of North America with a focus on birds and habitat. Coupling his love of the outdoors with his skill as a photographer, he creates images that foster the intimacy between viewer and subject, inspiring education and conservation.

In June of 2012, Paul was awarded the Canon prize in the International Conservation Photography Awards, an award selected by Art Wolfe from among thousands of entries worldwide, for the photo that best exemplifies the mission of the ICP Awards. In 2011, Paul took first place among professional in the Birds and Their Habitat category in Audubon Magazine's prestigious annual photography contest. Paul's first book, *The Owl and the Woodpecker*, continues to be one of the best-selling bird books in North America, and was a finalist for the Washington State Book Award for general non-fiction. He will also have Woodpeckers of North America: *A Naturalist's Guide* and *A Journey with The Owls* available for purchase at the festival.

Paul has served a keynote speaker for dozens of festivals and fundraisers across the country, and two of his photos are part of the traveling exhibit, "Arctic Wings," featuring images from several of the world's finest wildlife photographers.

#### Field Trips, Workshops & Seminars

#### Friday, May 20

4:00pm-7:00pm	Festival Opening Mixer & Registration – Ftn. Creek Nature Center
5:30pm-Midnight	Manitou Experimental Forest, Flammulated Owls
6:30pm-8:30pm	Swifts, Falcons, & Garden of the Gods Geology Hike

#### Saturday, May 21

Outurday, May 21	
6:00am-11:00am	Chico Basin Ranch, Bird Banding Demo/Bird Walk
6:00am-Noon	Manitou Lake, Mountain Bird Walk
6:00am-Noon	Cheyenne Mtn. State Park, Ovenbird/Hermit Thrush Hike
6:00am-1:00pm	Brett Gray Ranch, Bird Walk
7:00am-8:00am	Starsmore Visitor & Nature Center, Hummingbird Banding
7:00am-10:30am	Venetucci Farm Guided Bird Hike & Banding Demonstration
7:00am-11:00am	Fountain Creek Regional Park, Bird Walk
7:30am-9:30am	Swifts, Falcons & Garden of the Gods Geology Hike
8:15am-9:15am	Starsmore Visitor & Nature Center, Hummingbird Banding
9:00am-9:45am	Birds in Your Backyard – Bear Creek Nature Center
9:00am-11:00am	Beginning Birding Class & Walk– Fountain Creek Nature Center
9:30am-10:30am	Hummingbirds, Starsmore Visitor & Nature Center (for S5/S9)
10:00am-10:45am	Birds in Your Backyard– Bear Creek Nature Center
10:00am-11:30am	Avian Abodes – Bear Creek Nature Center
10:00am-Noon	Dinosaur Forest – The Dawson Arkose of Palmer Park City Park
10:30am-Noon	Leave No Trace Awareness – Bear Creek Nature Center
11:00am-2:00pm	Chico Basin Ranch, BBQ Lunch with Ranch/Ecology Tours
Noon-2:00pm	Cheyenne Mountain Zoo, "Behind the Scenes" Bird Tour
1:00pm-2:00pm	Snakes in the Grass– Fountain Creek Nature Center
1:30pm-3:30pm	Garden of the Gods Geology – Garden of the Gods Visitor Center
2:00pm-4:00pm	Raptor Identification – Bear Creek Nature Center

2:00pm-4:00pm	Photography with Paul Bannick – Fountain Creek Nature Center
9:00am-3:00pm	Mueller State Park Outdoor Skills Day
10:00am-3:00pm	N. Cheyenne Cañon Hummingbird Experience, Starsmore
5:30pm-8:30pm	Keynote Speaker & Art Auction – Centennial Hall

# Sunday, May 22

6:00am-9:00am	Starsmore Visitor/Nature Center, N. Cheyenne Cañon Bird Walk
6:00am-11:00am	Chico Basin Ranch, Bird Banding Demo/Bird Walk
6:00am-11:00am	Aiken Canyon, Bird Walk
7:00am-10:30am	Pinello Ranch Guided Bird Walk & Banding Demonstration
7:00am-11:00am	Fountain Creek Regional Park, Bird Walk
7:00am-11:00am	Bear Creek Regional Park, Spring Bird Count
8:00am-11:00am	Mueller State Park, Birding the Montane Forest

# Agenda Item Summary Form

Information:	Endorsement: X
Presenter:	Tim Wolken, Director, Community Services Department
Agenda Item Number:	#7 - F
Agenda Date:	April 13, 2016
Agenda Item Title:	2017 – 2021 El Paso County Strategic Plan

### **Background Information:**

El Paso County is in the process of updating the Strategic Plan (Plan) for 2017 – 2021. The Plan guides our efforts to provide quality and cost-effective services that our valued by our residents.

The Plan includes objectives that are specific actions that have detailed plans, timeframes, and measureable outcomes that address a County goal. The Park Advisory Board is encouraged to submit proposed objectives to be considered for the Plan.

Please find below proposed objectives for consideration and / or endorsement:

1. Develop a master plan, secure funding, and construct Kane Ranch Open Space (Phase 1).

2. Secure funding and complete improvements to regional parks and open space areas which include Falcon Regional Park (Phase 2), County Fairgrounds Improvements (Phase 2), Fountain Creek Regional Park (Phase 2), Paint Mines Interpretive Park (west), Pineries Open Space (Phase 2), and Elephant Rock Open Space.

3. Update the County Parks Master Plan to determine future parks, trails, open space and facility needs.

4. Complete a feasibility study for a northern El Paso County nature center.

5. Secure land ownership or easements, secure funding, and complete regional trail projects which include the Ute Pass Regional Trail, Jackson Creek Trail, Meridian Ranch Trail, Falcon Vista Trail, LaForet Trail, and Fox Run Trail.

6. Establish a regional open space planning group consisting of representatives from cities, towns, and non-profit organizations to explore collaborative opportunities to secure open space areas that have unique cultural, environmental and / or natural characteristics.

7. Explore opportunities to provide a dedicated funding source to support the purchase, development and / or maintenance of parks, trails, recreation facilities and open space.

8. Convert Rainbow Falls Recreation Area into an Historic Site with interpretive opportunities, controlled access and operational hours.

9. Update or create individual Master Plans for the following sites: Elephant Rock Open Space, Fox Run Regional Park, Paint Mines Interpretive Park and Homestead Ranch Regional Park.

	El Paso County Parks		
	2016 Action Plan		
Recreation / Cultural Services	Project Manager	Priority	Status
Upgrade BCNC Exhibits	Todd Marts	High	Fundraising Phase
FCNC Recycled Bottle Exhibit	Nancy Bernard	High	Fabrication Phase
FCNC Cultural History Exhibit	Nancy Bernard	Medium	Development Phase
County Fair Improvements	Todd Marts	High	Implementation Phase
Establish Advanced Equine Clinic		Medium	_
Establish Pollinator Festival	Jamie Bequette	Medium	
Expand Fairgrounds Halloween activities		Low	
Establish Equestrian Poker Run at FCRP		Low	
40th Anniversary Celebration - BCNC	Todd Marts	Medium	
Park Operations Division	Project Manager	Priority	Status
Update Park Operations Manual	Brad Bixler	High	Review Phase
Park Security Officer Expanded Duties	Brad Bixler	High	Approval Phase
Expand Forest Management Program	Brad Bixler	Medium	
Park Operations Software Upgrade	Brad Bixler		Completed
Install BC Dog Park Memorial	Kyle Melvin		Completed
Re-open New Santa Fe Regional Trail	Tim Wolken	High	Planning Phase
Expand Training Program Schedule	Brad Bixler	High	Ongoing
Planning Division	Project Manager	Priority	Status
FC Regional Park Master Plan Update	Ross Williams	High	Implementation Phase
Widefield Community Park Master Plan Update	Ross Williams	Low	
Culturally Modified Tree Studies	Ross Williams	High	Implementation Phase
Fountain Creek Greenway Project	Elaine Kleckner	Low	
Collaborative Trail Development	Elaine Kleckner	Low	
Capital Improvement Projects	Project Manager	Priority	Status
Pineries Open Space - Phase 1	Elaine Kleckner	High	Bid Phase
Rainbow Falls Recreation Area	Elaine Kleckner	High	Bid Phase
Black Forest Regional Park Improvements	Jason Meyer	High	Design Phase
Falcon Regional Park Development	Elaine Kleckner	High	Construction Phase
Falcon Trailhead Improvements	Jason Meyer	High	Construction Phase
Drake Lake Improvements	Juson meyer	Low	
Flood Recovery Projects	Elaine Kleckner	High	Bid Phase
Maxwell Street Streambank Protection	Elaine Kleckner	Medium	
USACE Section 205 Project	Elaine Kleckner	Low	
Christian Open Space Trail	Jason Meyer	Medium	Planning Phase
County Fairground Improvements	Tasha Brackin	High	Construction Phase
Fountain Creek Regional Park Improvements	Ross Williams	Medium	
Jones Park Improvements	Tim Wolken	Medium	Planning Phase
Ute Pass Regional Trail Expansion	Jason Meyer	Low	Fundraising Phase
General Trail Improvements	Brad Bixler	Medium	
Ceresa Park Improvements	Brad Bixler	Medium	
	DIGG DIAICI		

Open Space Projects	Project Manager	Priority	Status
Elephant Rock	Elaine Kleckner	High	Fundraising Phase
Community Outreach	Project Manager	Priority	Status
County Fair Sponsorships	Dana Nordstrom	High	Fundraising Phase
Partners in the Park	Dana Nordstrom	High	Fundraising Phase
Friends Groups Expansion	Dana Nordstrom	High	Marketing Phase
Nature Center Annual Fundraising Campaign	Todd Marts	Medium	Fundraising Phase
County Fairgrounds Capital Campaign	Christine Burns	High	Fundraising Phase
Expand Parks Annual Giving Campaign	Christine Burns	Low	
BCNC Exhibits Fundraising Campaign	Todd Marts	High	Fundraising Phase
United Way Giving Campaign	Christine Burns	Medium	Research Phase
Elephant Rock Open Space Capital Campaign	Elaine Kleckner	High	Fundraising Phase
Naming Rights Opportunities	Christine Burns	Low	
Expand Marketing Efforts for Health Impacts	Christine Burns	Low	
"How To" Video for Park Rentals	Christine Burns	Medium	
Use of QR Codes	Christine Burns	Low	
Development of Global CSD Calendar	Christine Burns	High	Implementation Phase
Administration	Project Manager	Priority	Status
Internship Opportunities	Christine Burns	High	Research Phase
Explore Use of Virtual Meetings	Deb Reid		Completed
Trust for Public Land Funding Study	Tim Wolken	High	Research Phase
Fiber Connections to Park Buildings	Deb Reid		Completed

	Parks / Recreation & Cultural S March 2016 Monthly F		DIVISIONS							
Facility Revenue Totals To Date	Revenue Totals To Date 2016									2015
			Budget		Current		Balance		Tota	als to Date
Parks Facility Reservation Revenue		\$	145,000	\$	54,466	\$	90,534		\$	47,153
County Fair / Fairgrounds		\$	295,651		75,490	\$	220,161			65,593
Total		\$	440,651	\$	129,956	\$	310,695		\$	112,746
Fundraising Revenue					2016					2015
	Purpose		Goal		Amount		Balance		Tota	als to Date
County Fair Sponsorships	Fair Operations	\$	65,000	\$	25,000	\$	40,000			49,500
Partners in the Park Program	Park Operations	\$	30,000		20,000		10,000			10,000
Trust for Community Parks	Park Operations	\$	15,000	\$	5,726	\$	9,274			1,803
Nature Center Fundraising	Nature Center Support	\$	25,000	\$	735	\$	24,265			5,137
County Fairgrounds Support (Fairgrounds Corp)	Programming/Facility Support	\$	40,000	\$	50,000	\$	(10,000)			40,000
Parks Annual Campaign	Park Operations	\$	5,000			\$	5,000			n/a
Total		\$	180,000	\$	101,461	\$	73,539		\$	106,44
Grant Funds										
CO Water Conservation Board	Jones Park	\$	250,000							
CO Dept of Natural Resources	Fuels Mitigation Grant	\$	41,750							
Total		\$	291,750						\$	
Parks Division Reservations		2	016					2015		2015
Year to Date			Rentals	Α	Attendance	E	Evaluation	Rentals	Att	endance
January			16		678		N/A	16		745
February			20		647		N/A	21		221
March			20		201		N/A	15		302
April										
May										
June										
July										
August									<u> </u>	
September									-	
October									-	
November										
December Total			56	<u> </u>	1526			52		1268

Parks Facility Reservations	2016			2015	2015
March	Rental	s Attendance		Rentals	Attendance
Bear Creek Regional Park					
Archery Lanes				2	2
Athletic Fields					
Pavilions					
Trails				1	100
Vendor					
Tennis Courts					
Vita Course					
Meeting Room	15	185		11	150
Black Forest Regional Park					
Athletic Fields					
Pavilions					
Vendor					
Tennis Courts	5	16			
Fountain Creek Regional Park					
Athletic Fields					
Pavilions				1	50
Trails					
Disc Golf Course					
Fox Run Regional Park					
Athletic Fields					
Gazebo					
Warming Hut					
Pavilions					
Trails					
Homestead Ranch Regional Park					
Pavilions					
Athletic Fields					
Trails					
Palmer Lake Recreational Area					
Palmer Lake Santa Fe Trail					
New Santa Fe Trail					
Monument Trail Head New Santa Fe Trail					
Baptist Road Santa Fe Trail					
AFA Santa Fe Trail					
Vendor					
Paint Mines Trail					
Rock Island Trail					
Black Forest Section 16					
Total Park Facility Reservations	20	201		15	302
Fairgrounds Facility Reservations	2016			2015	2015
Year to Date	Rentals	Attendance	Evaluation	Rentals	Attendance
January	9	240		8	530
February	13	347	T	15	539
March	9	194	T	17	541
April				1	
May				1	

luno					1	
June July						
August						
September					+	
October					_	
November						
December						
Total		31	781		40	1610
			2016		2015	
Fairgrounds Facility Reservations		20				
March		Rentals	Attendance	Rentals	Attendance	
Swink Hall - Fairgrounds						
Fair Corporation Meeting		1	5	1	10	
FAB Meeting		1	22	2	30	
Lions Club Meeting		1	22	2	20	
COC Meeting		1	14	1	13	
Senior Dinner		1	76	2	140	
Queen Contest		1	12	1	20	
Stakeholders Meeting				1	8	
Park Supervisor Meeting				1	10	
Warnecke Wedding Reception				1	125	
<u>Grounds/ Arena / Track</u>						
Barns						
Livestock Arena						
Snow & Go Gymkhana		1	15	1	10	
Cowboy Mounted Shooter		•		1	75	
					/0	
Whittemore - Fairgrounds						
Calhan Ranch Hand 4H		1	10	3	60	
		I	10	3	60	
Exhibit Hall - Fairgrounds						
Livestock Committee Meeting		1	20	1	20	
Month Total Fair Facility Reservations		9	194	17	541	
Vandalism Report						
Incident	Date	Location	Area	Cost		
					1	
			2016 Total	\$	.	
		1	2015 Total			
			2015 10181	ψ 3,900	·	
Volunteerism		20	2016		15	
		20		20		

	0	Malanta	Total Hours	Malantaa	<u>Total</u>	
Total for Year	Goal	<u>Volunteers</u>	Total Hours	<u>Volunteers</u>	Hours	
January	-	262	1271	401	1607	
February	-	161	2345	42	1642	
March		260	2,206	155	1,031	
April						
Мау						
June						
July						
August						
September						
October						
November						
December						
Totals	20,000 hours	683	5,822	598	4,280	
		20	2016			
March		Volunteers	Total Hours			
Park Advisory Board		9	27			
Fair Advisory Board		14	704			
Fairgrounds Corporation		5	20			
Friends of the Nature Centers		99	761			
Adopt-A-Trail / Park / Volunteer Projects/		131	614			
Front Range Community Service		2	80			
Total		260	2,206			
			,			
Programming	Goal		2016		2015	2015
Totals for Year		Programs	Attendance	<b>Evaluation</b>	Programs	Attendance
January		33	1438	5.00	28	687
February		26	836	4.97	42	1642
March		50	1028	4.98	51	1014
April						
May						
June						
July						
August						
September						
October			1		1	
November						
December						

March	Facility	Programs	Attendance	Evaluation
Habitat	BCNC	1	12	5.00
Incredible Insects	BCNC	1	64	5.00
Colorado Wildlife Detectives	BCNC	2	28	4.80
EE Volunteer Training	BCNC	2	12	
PPBA Beekeeping School	BCNC	4	120	
Active Adults: Pineries Hike	BCNC	1	29	5.00
Birthday Party: Foxes	BCNC	1	28	5.00
Spring Break Nature Camp	BCNC	5	120	5.00
Nature Explorers: The Snow is my Home	BCNC	1	21	5.00
Little Wonders: Searching for Spring	BCNC	1	24	4.90
Special Kids, Special Families	BCNC	2	13	
Brookside A.L.	BCNC	1	12	
Our House	BCNC	1	12	
Women's Hiking Group	BCNC	1	12	
Discover the Wetlands	FCNC	8	151	5.00
Mom's & Babies Hiking Club	FCNC	1	12	
Fountain Creek Master Plan Meeting	FCNC	1	12	
Nature Adventures: O is for Owl	FCNC	1	12	5.00
Ariel Clinical Service	FCNC	1	6	
Insect Outreach program Madison & Chavez Schls	FCNC	2	126	5.00
Free Storytime with Puppets	FCNC	1	27	5.00
Environmental Education Training	FCNC	2	12	5.00
2's & 3's Outdoors: Curious Coyotes	FCNC	1	31	5.00
Reptiles & Amphibians Up Close	FCNC	1	37	5.00
Birthday Party: Nature Detectives	FCNC	1	17	5.00
Bird Festival Meeting	FCNC	1	12	
Our House	FCNC	1	12	
Friends of EPC Nature Centers	FCNC	1	12	
Building for the Birds	FCNC	1	12	5.00
Colorado College Ecology class	FCNC	1	13	
Birthday Party: Walk the Wetlands	FCNC	1	17	5.00
TOTALS		50	1028	4.98



SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

# **COMMUNITY SERVICES DEPARTMENT**

 $Park\ Operations \sim Planning \sim CSU\ Extension \sim Community\ Outreach \\ Environmental\ Services \sim Veterans\ Services \sim Recreation/Cultural\ Services$ 

# ADMINISTRATIVE SERVICES MONTHLY REPORT

SABINE CARTER, ADMINISTRATIVE SERVICES COORDINATOR DEBRA REID, ADMINISTRATIVE SUPERVISOR

# March 2016

#### **General Updates:**

- 1. Facility rental revenue is up by \$7,313 from this time in 2015.
- 2. There were 20 reservations made in March for a total of \$33.
- 3. Sabine Carter organized the joint City/ County Park Advisory Board meeting and is currently organizing the 2017 2021 Strategic Plan meeting.

#### Special Events:

- 1. 56 special event applications have been received so far this year. 46 have been processed and received pre-approval. 10 applications are under review and are pending approval.
- 2. The Classical Academy has started their spring-time tennis tournaments and practices at Black Forest Regional Park.





SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

# **COMMUNITY SERVICES DEPARTMENT**

PARK OPERATIONS ~ PLANNING ~ CSU EXTENSION ~ COMMUNITY OUTREACH ENVIRONMENTAL SERVICES ~ VETERANS SERVICES ~ RECREATION/CULTURAL SERVICES

## COMMUNITY OUTREACH and GRANTS Monthly Report – March 2016 Christine Burns, Community Outreach Manager Dana Nordstrom, Community Outreach Coordinator

#### **Community Outreach**

- COMMUNITY OUTREACH: Staff has coordinated five volunteer events for Earth Month in April at Fountain Creek Regional Park, Bear Creek Regional Park, Bear Creek Dog Park, Black Forest Regional Park and Fox Run Regional Park. We are also hosting a guided hike on Obscura Day, April 16 at the Paint Mines Interpretive Park. To register please go to: <u>https://www.eventbrite.com/e/obscura-day-2016-paint-mines-interpretive-park-tickets-23650252542</u>
- 2. **PARTNERS IN THE PARK:** Staff is focusing on partners for Black Forest Regional Park and Fountain Creek Nature Center. Please forward any contacts that might be interested to <u>dananordstrom@elpasoco.com</u> or call 719-520-6983.
- 3. **EL PASO COUNTY FAIR:** Staff continues to search for a new Presenting Sponsor this year for \$10,000.00. Please contact Dana Nordstrom at 520-6983 for more information.

#### <u>Grants</u>

1. If you have an interest working with us on researching grant opportunites and/or writing grants to support park projects, please call Christine Burns at 520-6996.





SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

#### **COMMUNITY SERVICES DEPARTMENT** Park Operations ~ Planning ~ CSU Extension ~ Community Outreach

Environmental Services ~Veterans Services ~ Recreation/Cultural Services

## RECREATION & CULTURAL SERVICES DIVISION MONTHLY REPORT – MARCH 2016 SUBMITTED BY: TODD MARTS, DIVISION MANAGER

## <u>General</u>

1. Bear Creek and Fountain Creek Nature Center supervisors held environmental education training for new volunteers. The four-day session teaches new volunteers about our field trip programs and equips them with the skills and knowledge to successfully and safely lead children on trail hikes. These volunteers are vital to the field trip season at each nature center. The volume of school students that visit the nature centers for field trips is much too large for staff to tackle alone.

## Projects, Fundraising & Grants:

 Volunteer Recognition Dinner – Staff presented awards and honored Nature Center Interpretive Volunteers at a delicious dinner buffet program that included a slide show of volunteers actively giving their time and knowledge throughout 2015, entertainment by the Fountain Creek Nature Center folk band "Pepper Grass," and presentation of awards recognizing number of hours, years of service and a new award for the Best New Volunteer.

### Programs & Events:

- 1. The Pikes Peak Beekeeping Association held two Saturday-Sunday Beekeeping classes at Bear Creek Nature Center. Over 120 people were in attendance to learn about the art of beekeeping. Bear Creek Nature Center's Interpretive Program Coordinator also attended the class.
- 2. Jamie Bequette and Park Planner, Ross Williams, coordinated a hike at the Pineries Open Space for the Active Adults Club. This hike event was well attended with nearly 30 people and had a wait list. Ross led the hike on the property which highlighted the Ute Prayer trees and possible future plans for the open space. The program was well received by everyone, created a buzz for the property and supporters for opening the land.
- 3. Bear Creek Nature Center held its first Spring Break Camp is over five years. Twentyfour children explored the "art of being a child in nature" by playing outdoor games, building forts, hiking the trails, learning about our planet's resources, upcycling, reading



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story books and more. Great connects are made between child and nature during camp. Campers and their parents expressed their appreciated at the end of camp through evaluations forms: "She wants to come back every day! We'll be back." – Camper Parent, "Thank you for all you do for all the children! Staff is very professional and competent." – Camper Parent, "This camp far exceeded any expectation we had. The staff was so caring and interactive with the kids. They all knew his name and made him comfortable. He talked on and on about the good activities, was never bored and learned so much in one week!" – Camper Parent "Kids say 'this camp is peaceful', others are crazy." – Camper Parent.

- 4. Chocolate Bunny Walk & Egg Hunt always popular event was cancelled due to inclement weather and the fact that Easter was so early this year it caught people off-guard. Most of the reservations let their pre-paid \$8 stand as a donation. We offered them the chance to come into the nature center for a week following to get their chocolate and make a bunny craft.
- 5. Free Story Time with Puppets: Free Story time with Puppets: 27 participants, the majority of which had never been here before. All took a hike around the nature loop afterwards. Some signed up for future programs. Score 5. Comments: "One of the finest centers we've ever visited." New conservation habit as a result of the program: "Reading outside.
- 6. Reptiles & Amphibians Up-close: Reptiles & Amphibians Up-close: A new partnership with Pikes Peak Community College Zookeeping students group called "Wild Things Out There" resulted in a new program that drew many first-time visitors to the nature center. They and their professor presented an informational and hands-on program that educated an audience of almost 40 people. They learned the difference between reptiles and amphibians and began to understand the hazards of adopting exotic animals for pets.
- 7. Building for the Birds: Building for the Birds: this program was a partnership between staff and two volunteers who cut and prepared all the building materials ahead of time. Participants learned about common backyard birds, how to avoid predators in nests, and where and how to hang their boxes. Construction ran smoothly and without accident. Comments included, "Liked having the option of buying an extra on site to purchase and build more than one bird house." "Learned that robins don't mate for life—only one season." Score 5.



Commissioners Amy Lathen, Chair Dennis Hisey, Vice Chair SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

# **COMMUNITY SERVICES DEPARTMENT**

 $\label{eq:park operations} \mbox{-} Planning \mbox{-} Recreation/Cultural Services} \\ Environmental Services \mbox{-} Veterans Services \mbox{-} CSU Extension \\ \mbox{-}$ 

**Date:** April 13, 2016

To: Park Advisory Board

From: Elaine Kleckner, Planning Manager

Subject: Planning Division Monthly Report for March, 2016

#### **Capital Projects:**

1. <u>Elephant Rock Open Space</u>: A landowner approached El Paso County Parks regarding acquisition of 60 acres of undeveloped property along the new Santa Fe Trail and adjacent to the Elephant Rock formation. Staff is working with the Trails and Open Space Coalition (TOSC), the Tri-Lakes Chamber of Commerce and other interested parties to raise funds for acquisition. Ballot Question 1A funds and regional park fees comprise the majority of the project budget. Only \$31,500 more is needed to meet the fundraising goal of \$340,000.

2. <u>Rainbow Falls Recreation Area:</u> The Board of County Commissioners recognized and appropriated \$308,000 in federal funds received through the State Surface Transportation Improvement Program to the project in 2014. Proposed improvements include bank stabilization, service road/trail surfacing, park amenities, secondary trails and parking lot improvements. The Matrix Group prepared construction documents and cost estimates. Staff is now working with the Colorado Department of Transportation (CDOT) on a License Agreement and to obtain an Option Letter (to formally encumber construction funds). Procurement of a general contractor will be the next step. CDOT has advised that construction may not begin until its bridge repairs are completed this summer. In the meantime, Parks has advertised for bid on some of the FEMA work to repair primitive trails by the Creek, and this project will commence in April. Rainbow Falls Recreation Area is closed until further notice.

**3.** <u>Pineries Open Space:</u> FEMA-funded building demolition, existing building improvements, and construction of a new restroom have been completed. The Rocky Mountain Field Institute (RMFI) completed forest management work on the west and south ends of the property this winter. A rare plant survey was conducted, with field assessment days on May 15-16 and July 17-18. Preliminary results have been delivered, and a final report is expected by the end of May. A Culturally Modified Tree assessment was completed and the accompanying reports are being finalized. Planning Division will initiate a design/build process for Phase 1 improvements in the second quarter. Forestry work to address fire impacts and restore a healthy forest will be ongoing using a DNR grant and as other funds become available.



**4.** <u>**Black Forest Regional Park:**</u> Planning Division continues to work on recovery projects and is helping coordinate volunteer projects in 2016. Planning for drainage improvements, forest restoration, and an update of the trails master plan was initiated.

**5.** <u>Falcon Regional Park</u>: The Falcon Regional Park Master Plan was approved by the Board of County Commissioners on March 3, 2015. Construction documents for Phase 1A improvements were completed with assistance from NES Inc. consultants. The County selected American Civil Constructors to perform the work, with a goal of completion date by June 1, 2016. The focus for Phase 1A will be baseball fields, access and parking areas, park infrastructure, and basic park amenities. Grading has been completed. Installation of utilities, irrigation system, dugouts and ballfield fencing is now underway. A grand opening is tentatively scheduled for June 11.

6. <u>New Santa Fe Regional Trail Improvements</u>: Tapis Associates completed a trail safety and maintenance assessment in late 2014. Due to the rain and subsequent flooding of May 2015, a reassessment was commissioned to determine additional damage and inform FEMA scoping. The reassessment was completed in November and will be useful tool for managing repairs. Construction will take place in 2016 after SHPO and environmental clearances are received now that FEMA funding is available for use. Interim plans include reopening the trail on June 1 with basic safety improvements completed.

**Falcon Trailhead Improvements:** The County received State funding for the project in 2014. Planning Division staff has completed the final design, site maps, and bid package. Procurement is underway and the construction phase will launch in late April or May.

#### Flood Recovery:

1. <u>2015 Flood Recovery</u>: FEMA made a declaration of Public Assistance on July 16 for flood damages occurring May 4 through June 16. Estimates for all damages, debris removal and emergency response for Parks are \$3,100,500. Staff is working with State and FEMA officials and has developed scopes of work for damaged areas. Purchase orders have been received from the State/FEMA for some projects; grant agreements will be provided for others following completion of hydrologic and hydraulic analyses. Procurement of contractors is the next step.

2. <u>Highway 85/87/Maxwell Street Trailhead Bank Stabilization Project</u>: The County requested assistance from the US Army Corps of Engineers (USACE) under its Section 14 Program to help address bank erosion at the Maxwell Street Trailhead. FEMA funds have been used to stabilize the toe of the slope, but trails and trailhead are still at risk, as are the highway bridge and Colorado Springs Utilities infrastructure. The USACE and the County have allocated funds for a feasibility study/environmental assessment and the County has secured the local match for design and construction of the \$2.5 million project. The Planning Division is leading the project for the County and is working with the USACE to complete the feasibility study in 2016. Construction is planned in 2017-2018.

**3.** <u>Fishers Canyon Pedestrian Crossing:</u> El Paso County Parks received CDBG funds to replace a damaged pedestrian crossing of the Fountain Creek Regional Trail over Fishers Canyon.

Procurement was completed in July, and construction launched in November. Construction of a new 65-foot pedestrian bridge, riprap abutments, and a concrete trail have been completed.

#### **Planning:**

- 1. <u>Fountain Creek Regional Park Master Plan</u>: The development of the Fountain Creek Regional Park Master Plan began in the fall of 2015. The process includes site analysis, analysis of current use and needs, stakeholder and public involvement including a public meeting in January, and development of a plan illustrating future improvements and describing management actions. A public meeting was held in January and a second is planned for April 28. The first draft of the master plan has been completed for internal/team review. After refinement, it will be posted on the website for public review. The public hearing process with Park Advisory Board and Board of County Commissioners will conclude in June.
- 2. <u>Fountain Creek Watershed, Flood Control and Greenway District</u>: Staff continues to participate in District Technical Advisory Committee and Citizens Advisory Group meetings. The committees help develop and implement watershed restoration and enhancement projects.
- **3.** <u>Geographic Information Systems (GIS)</u>: Staff is working with the County Information Technology Department to expand El Paso County Parks' use of GIS for data collection, operational, and planning applications. New regional park maps have been completed or are in process, and new and/or improved datasets have been received.

#### **Development Permit Application Reviews:**

Staff reviewed a total of three development permit applications in March: Jackson Ranch Rezone and Amended Preliminary Plan and Jackson Ranch Filing No. 2 Final Plat.



SALLIE CLARK DARRYL GLENN PEGGY LITTLETON

**COMMUNITY SERVICES DEPARTMENT** Park Operations ~ Planning ~ CSU Extension ~ Community Outreach

Environmental Services ~Veterans Services ~ Recreation/Cultural Services

# PARK OPERATIONS DIVISION MONTHLY REPORT MARCH 2016

# **Operations/Misc. Projects** <u>Fairgrounds Improvements:</u>

Staff met with Mountain View Electric Association concerning an electrical service application for a new service to the indoor arena. MVEA requires a blueprint with transformer location that that will be provided by AECOM Engineers. Staff will work with electrical contractors with the help of Facilities to have power installed from the new transformer to a distribution panel inside of the Owens Arena. Staff is working on getting a Right of Way agreement in place.

### **Falcon Regional Parks:**

Staff met with Mountain View Electric Association to go over all requirements for electrical application. Staff will work with Facilities to expedite the application timeline so we can have power in time to run irrigation.

The agreements are in their final stages of approval. Clint from MVEA said they should be able to move fairly quickly as soon as the agreements are in place. Staff's plan B, is to hook up a generator to run the clock. But that is a worst case scenario. Staff's biggest concern at FRP is getting water to the site.

### **Bear Creek:**

# I-Central Irrigation: Completed

**Parking Lot Upgrade East:** Class six dirt/gravel and rip rap have been ordered for this project. Project next in line after Centennial Hall landscape project to be completed by Central District Staff.

**Parking Lot Upgrade Bear Creek Terrace:** Parking lot project is on hold as staff is looking into prices to complete the replacement of two pavilion roofs in Bear Creek West.



### Fountain Creek Regional Parks:

**Fountain Creek Nature Center Well:** Staff met with Bible Electric Tuesday, March 1<sup>st</sup> and Faith Enterprises on March 2<sup>nd</sup>. All bids are in and staff will work with procurement once Procurement Manager is available.

**Duckwood Aerator Replacement:** Change order has been submitted for \$4,821.93. Staff is waiting on parts before installation.

**Duckwood Sidewalk Renovation**: Work to begin April 15<sup>th</sup>.

#### Fox Run Regional Park:

Aerator Replacement: Pump has been delivered. This will be installed before the first wedding is scheduled for 2016

Signs: 40 trail damage signs have been ordered and will be handed out at Park Ops meeting.

Welding Equipment: Staff is pricing welding equipment for districts that are not as well equipped as the central district.

# **Central District**

**Bear Creek Regional Park-** Staff completed the marquee phase of the I-central project and has been over seeding and grading the trench marks left over from the several thousand feet of conduit installed.

Parks staff charged the water system to the public restrooms and prepped the facility for the reservation season.

Staff added granular pre-emergent herbicide to several thousand square feet of landscape beds throughout the park in hopes of gaining control of unwanted weeds.

The Central District volunteer tool trailer is now complete with shelves, brackets, storage cabinets and an assortment of hand tools, the trailer will be used for the first time this Saturday (4/2) at the annual April Stools event in BCRP Dog Park.

Staff mobilized equipment and staged materials for the culvert renovation project in Bear Creek East. Staff added new splash paneling and a high grade stainless steel sink to the BCRP maintenance shop, replacing an old, leaking sink that was inefficient and unsightly. Routine maintenance, including janitorial duties for three facilities are performed on a daily basis.

**Bear Creek Dog Park-** The Memorial project is nearly complete and staff is waiting on the additional donor signs and the extra granite bench to be installed by the contractor. Staff added

14 tons of river rock inside the memorial fence, installed an informative kiosk, and constructed a natural stone walkway into the Memorial.

Staff was able to coordinate with the city of Colorado Springs to construct an asphalt curb along the west side of 21<sup>st</sup> street, preventing storm water from entering the park. This was a major accomplishment considering the amount of water damage the park has experienced in the past.

Staff recently installed new trash cribs to the park replacing old broken cribs and also added two new bag dispensers. The old advertisement board was removed and brought in for restoration. Staff replaced the glass, corkboard, and post and installed the board in a high profile area where we hope it will receive more use.

A new donation sign was designed and ordered and will be installed when it arrives in hopes of bring more attention to the donation pipe. Staff assembled and installed a new metal bench that was generously donated by a park user.

Staff along with the Dog Park Friends Group has updated the Dog Park Facebook and website page. The group is extremely busy organizing and planning this year's events to include April Stools and the Memorial Dedication.

**Rainbow Falls-** Staff continues to remove heavy volumes of trash from the area and recently contracted graffiti removal services to aid with cleanup efforts. The recreational area is now closed for bridge repair. Parks will begin the Access Improvement project on the heels of the bridge repair efforts. Park security continues to monitor the area and the contractor will continue with graffiti removal while the park is closed.

**Green Mtn. Falls-** Staff surveyed the trail system to ensure safety and usability. Parks Planning staff is in the final stages of securing a contractor for trail construction between the elementary school and the Wines of Colorado.

**Jones Park-** Management is seeking a contractor for the four mile section of trail to be built this summer. No new maintenance information.

**Downtown Properties-** Staff have been performing routine maintenance for all 16 facilities, including but not limited to snow removal, pruning, mulching, and trash removal. Staff completed renovation efforts at the Human Services facility by removing decomposed mulch and adding 30 tons of decorative granite to the landscape beds.

The downtown staff is heavily involved with the Centennial Hall renovation and recently added 49 yards of soil amendment and installed new irrigation valves, solenoids, and valve boxes. All plants have been ordered and we expect to complete the project by the 1<sup>st</sup> of May.

Staff is also working on pre-emergent application and adding mulch to high profile areas. Annual pruning is finally complete and the crew is prepping for the growing season.

**Training-** Staff completed a herbicide training class through Ewing Irrigation and is exploring possibilities for a certified welding class. Josh Hudson completed his Master Gardener training through CSU extension and is now a certified Master Gardener. Two employees are registered for the Crew Leader Training classes being held at the Bear Creek Nature Center.

### **East District**

**Fairgrounds** – Staff is currently preparing for the summer rental season start up. Staff has wrapped up the majority of their winter projects.

Staff completed some minor dry wall repair to the Whittemore restrooms; water proofed the shower area and performed some minor paint touch ups. Staff has repainted the walls within Swink Hall and the floor has been stripped and re waxed. Staff has gone through all of the storage areas at the fairgrounds and reorganized to make finding tools and supplies easier.

The Supervisor and the Division Manager have completed the master fair work schedule for 2016. The schedule has been sent out to the other District Supervisors as well as the Department Director.

Staff has sent out bid letters to tent and septic companies to receive quotes for services during this year's County Fair. Quotes are due back on the 31<sup>st</sup> of March to be considered by a review committee. Staff has begun work on improvements to the race track for the 2016 race season.

Mafia blocks have been ordered to build a wall to assist in the protection of the emergency vehicles onsite during the races. The Supervisor has met with an Audio Technician to address some concerns with the current sound set up. Staff has also placed an order for paint to improve on the overall track appearance.

**Homestead Ranch** – Staff has been working closely with a few different scout troops on Eagle Scout projects for two young men. One of the scouts will be refurbishing a picnic table and building a landscaped box around the table. The box will then be filled with breeze material. The picnic area will be located nearby the trail within Homestead. The scout will be proposing a few potential locations to staff for approval. This project is set to begin mid-April.

**Falcon Regional Park** – American Civil Constructors, the contractor on board for the construction of Falcon Regional Park, continues to meet its construction deadlines. Most of the irrigation has been installed and the fine grading is complete. The parking lot is being surfaced and the construction of the dugouts is underway. Fence posts are in the ground and the chain link will follow soon. The area is beginning to look like a park and it should be open and operational in June.

**Rock Island Trail** – Staff continues to monitor the trailhead. Staff has been picking up trash and emptying trash receptacles all winter. Occasionally staff has had to replace broken fence posts. Rock Island Trail will be one of many locations for the Great American Cleanup to take place on Saturday, April  $23^{rd}$ .

**Drake Lake** – Staff has had an issue with a possible plugged overflow drain located in Drake Lake. Staff located this drain at the beginning of the month to ensure that it was operating at its full capacity. The upper portion of the drain was not plugged. Staff located the lower end of the drain on the backside of the dam and dug out a large area around the end of the pipe so that it can operate correctly. This should resolve the issue, but staff will continue to monitor the situation closely.

# **North District**

**General/Admin** – Staff continues to perform snow removal duties in the North District at CSC and Mark Dabbling Fleet. Staff continues to perform sign and trash crib maintenance in the shop during cold weather hours. Staff picked up and stored their yearly paper and plastic order for the upcoming season.

Staff renewed their vendor badges for the Air Force Academy so we can have access to the Santa Fe Trail. Staff renewed their El Paso County security badges.

Members of the North and Central districts, along with the Parks Manager, conducted interviews for the new Skilled Craft Worker II position. We narrowed the field to 2 candidates who will be given a second interview in April that will include a practical skills test and a second face to face interview.

**Training** – PMI Mandry has finished his Master Gardener certificate through the Colorado State Extension office. Staff participated in pesticide training at Ewing. Staff attended Weed Management training hosted by the Colorado State Extension office. PMII Abeyta finished his training and has obtained his Commercial Driver's License.

Section 16 – Staff stained all of the sign posts at the trailhead. Staff performed maintenance on the exhaust fan in the restroom facility at the trailhead after it had stopped functioning. It is fixed and is working again. Staff also stirred the clivus unit under the restroom as well. Staff met with a scout who will be installing a memorial bench at the southwest corner of the property for his Eagle Scout project.

**Black Forest Regional Park** – Staff continues to monitor and service the public water system at the restroom facility in anticipation of the summer season. Staff had the vendor who installed the system perform maintenance and repairs several times. We got the chlorine residual back into compliance and were able to submit our first quarter Bac-T sample to the EPC Health Department. Staff stained all of the sign posts in the park.

**Fox Run Regional Park** - Staff met with a scout who will be installing a memorial bench at the Roller Coaster trailhead for his Eagle Scout project. Staff installed the new paper towel and toilet paper dispensers in the Warming Hut that were destroyed during the vandalism incident last month. Staff spent the majority of March pruning up all of the pine trees in the active use areas to keep from hitting them with the mower. The slash will be transported to the Fallen Timbers area to be control burned in the fall.

**Pineries Open Space** – The new restroom unit installation and building upgrades have been completed and a final walkthrough was conducted with the contractor on 3/31. Personnel from the Rocky Mountain Field Institute have been onsite to start their scope of work for the 2016 season. They are flagging and performing vegetation and tree removal along the tier 1 trail corridor. They have completed Task 4 burnt tree removal at the south east corner of the property along Blue Spruce road. The Mile High Youth Corp conducted their annual chainsaw training for their new crew leaders by performing some fuel mitigation around the trailhead. Staff removed a

tree from a neighboring citizen's property that fell over during the wind storm at the end of the month. Staff also repaired the split rail fence that was damaged in the incident.

**\$50,000 Fox Run CIP Project** – Staff met with the Manager to discuss some options for these funds in 2016. The scope of work has not yet been decided on but will probably include asphalting the Stella entrance.

**New Santa Fe Regional Trail** – The construction for the new roundabout at the Baptist Road Trailhead is nearing completion. Parks staff met with the construction team and went over the placement of the transplanted trees that were removed to make room for the new parking lot. We also discussed the install of a quick coupler near the restroom.

Staff met with a scout who will replace all of the birdhouses from the Baptist trailhead to Monument for his Eagle Scout Project. Staff stained all of the picnic tables and sign posts at the Baptist trailhead. Staff conducted a damage assessment of the trail from a plane crash that landed just south of the Palmer Lake trailhead.

Staff installed new "Community Watch" signs on the section of the trail that runs through the Academy. Staff box bladed and repaired the rutting in the trail from the north property line of the Academy south to the low water crossing. Staff refurbished and rehung the entrance sign at the Palmer Lake trailhead.

### South District

**General Overview and Staffing-** Staff continued the process of table refurbishing and trash crib/bear proof can painting. Staff continued ongoing snow removal duties. Staff started spring clean-up of beds, lots and dead growth on shrubs. Staff continued winter watering. Staff started the process of replacing our large BBQ grills.

Equipment- Currently the district has one tilt bed trailer at fleet for DOT inspection and repair.

**Willow Springs** – Staff completed routine maintenance. Staff and one volunteer, continue to work on tree thinning throughout Willow Springs.

Fountain Fire Department conducted more fire mitigation training, which helps them train and helps the park at the same time.

The Solar Bee aerator was serviced by Medora Corp. The aerator was then re-installed back into the south pond. State CPW stocked the pond with over 700 trout.

**Fountain Creek Regional Park** – Staff completed routine maintenance. Staff is about 90% complete with refurbishing pavilion picnic table legs and supports. Staff is sandblasting, priming and repainting all pavilion tables. Staff has started grill maintenance. Staff continued to improve the shop to improve efficiency.

Staff met with contractor regarding repairs to buckled sidewalks. Work is to start April 15<sup>th</sup>.

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Staff completed the process of water testing South District wells for Perflourinate Compounds or PFC's. Test results showed that two of our wells have PFC's present, but the levels are well below what the EPA has established as safe levels. Routine testing is planned so that the levels can be monitored. At this time, the drinking water is safe based on EPA guidelines and State requirements.

Staff has been involved in the Park's Master Planning process, as it moves along.

Grinnell Boulevard – Staff carried out routine maintenance. Completed winter watering.

Widefield Park – Staff conducted routine maintenance. Completed winter watering

**Ceresa Park** – Staff conducted routine maintenance. Staff completed a draft proposal and map of amenities to be added, if approved. Staff will conduct a public meeting in April to further discuss proposed amenities.

**Stratmoor Valley Park** – Staff conducted routine maintenance.

Hanson Open Space Trailhead – Staff conducted routine maintenance.

**Maxwell Trailhead** – Staff closed off trail access at the trailhead north of the Fisher's Canyon Bridge Project. Contractors completed about 90% of the Fisher's Canyon Bridge Project. An amendment to the original job was approved to add approximately 150 feet of sidewalk to the trail on the north side of the bridge. Bridge was installed on 3/22.

**FC Nature Center** – Staff conducted routine maintenance. Staff performed PWS system repairs to bring the filtration system into compliance with State requirements.

**Clear Springs Ranch** – Staff conducted routine maintenance. Staff is in the process of designing and ordering a new trailhead sign.

Additional Sites – Staff performed routine maintenance checks at the following locations: McCrea Reservoir, Mule Train

Other - Staff performed equipment maintenance approximately 8 hours per week.