

## Funding Agreement Staff Report

**DATE:** APRIL 9, 2024

**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER

**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT 

**CC:** LUKE THORNTON, PARKS PROGRAM COORDINATOR  
NICK GIAUQUE, CPRP, PARKS PROGRAMS MANAGER  
STEVE SHOULTZ, CPRE, ASSISTANT DIRECTOR OF PARKS, TRAILS, AND BUILDING  
GROUNDS

**SUBJECT:** **PARKS FUNDING AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF  
LONE TREE FOR \$300,000**

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**BOARD OF COUNTY COMMISSIONERS MEETING:**

**APRIL 23, 2024 @ 1:30 PM**

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**I. EXECUTIVE SUMMARY**

This agreement between Douglas County and the City of Lone Tree is for the funding award of \$300,000 to the City of Lone Tree for the development of design and construction documents for High Note Regional Park.

**II. REQUEST**

Staff is requesting approval of the Parks Funding Agreement between Douglas County and the City of Lone Tree for \$300,000.

**III. BACKGROUND**

On May 3, 2023, the City of Lone Tree submitted a Parks and Trails, Open Space, and Historic Resources funding application for \$300,000 towards design development and construction documents for High Note Regional Park. The City of Lone Tree and South Suburban Parks and Recreation have dedicated \$600,000 in matching funds towards this request. The application was reviewed by staff and the City of Lone Tree presented their request to the Parks Advisory Board (PAB) on May 8, 2023. The project was reviewed and recommended by the PAB and presented as a budget request for the 2024 budget. On January 9, 2024, the BCC formally approved this request as a part of the adopted 2024 budget.

**IV. RECOMMENDED ACTION**

It is staff's recommendation that the Parks Funding Agreement be approved by the Board of County Commissioners.

**ATTACHMENTS**

Parks Funding Agreement

**PARKS FUNDING AGREEMENT**

**Project Title:** High Note Regional Park  
**Project Period:** \_\_\_\_\_  
**Project Award:** \$300,000

**PARTIES TO AGREEMENT:**

**DOUGLAS COUNTY:** The Board of County Commissioners of the County of Douglas,  
State of Colorado (the "Board")  
**Address:** 100 Third Street  
Castle Rock, CO 80104  
**Telephone:** (303) 660-7401  
**Facsimile:** (303) 688-1293

**Project Owner/Manager:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_   
**Contact Name:** \_\_\_\_\_  
**Telephone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
**Email:** \_\_\_\_\_

**RECITALS**

- A. In 2022, the Douglas County voters approved a referred tax measure allocating funding for local parks with the discretion to make some of that funding available to local partners to fund public parks as recommended by a citizen advisory committee, the Parks Advisory Board.
- B. Owner/Manager submitted a funding application to the Board that contemplates the execution of the project entitled above (the "Project"). The Project is described in more detail in **Exhibit A**.
- C. Owner/Manager shall adhere to the payment terms outlined in **Exhibit B** and the reporting requirements outlined in **Exhibit C**.
- D. The Board approved Owner/Manager's application on **January 9, 2024**, subject to the execution of this funding agreement (the "Agreement").

## AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B, and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Funding and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Owner/Manager a sum not to exceed \$300,000 (the "Funding Award"). Owner/Manager agrees to provide at minimum \$600,000 in additional funds to complete the Project. The Funding Award shall be used by Owner/Manager solely to complete the Project, in substantial conformity with **Exhibit A**.
3. **Project Scope.** Owner/Manager shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement. The Board has sole discretion to determine whether any changes constitute a material modification.

Owner/Manager agrees to manage all aspects of the design, land use entitlement, construction, permitting and inspections of the Project. The Owner/Manager shall be responsible for paying for all design, construction, permitting and inspection costs associated with the Project, including any cost in excess of the cost estimates shown on **Exhibit A**, as may be amended in accordance with the terms of this agreement.

Owner/Manager will own and maintain the Project that is located within property owned by the Owner/Manager or located within the jurisdiction of the Owner/Manager.

4. **Authorized Representative.** The Director of Community Development, or their designee, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving, the work performed by the Owner/Manager under this Agreement as may be needed.
5. **Payment of Funding.** Subject to the Board's determination in its sole discretion that Owner/Manager is in compliance with this Agreement, the Board shall disburse the funds for the Project subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **(\$300,000)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Owner/Manager. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Owner/Manager agrees to submit the reports as described in **Exhibit C**.
7. **Procurement:** To the extent possible, Grantee shall adhere to the Douglas County Government purchasing policy or an equivalent selection process that will ensure fair and competitive bids/quotes are obtained for the use of any Grant Award funds under this Agreement. If Grantee will significantly deviate

from such a process, express written permission from the County must be obtained prior to proceeding with the Project.

**8. Compliance with Regulatory Requirements and Federal and State Mandates.** Owner/Manager hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Owner/Manager agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

**9. Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

**10. Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Owner/Manager or any other person or entity whatsoever, for any purpose whatsoever. The Owner/Manager shall, to the extent permitted by law, defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Owner/Manager need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

**11. Independent Contractor.** The Owner/Manager is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Owner/Manager shall be and remain at all times, employees or volunteers of the Owner/Manager for all purposes. It is not intended, nor shall it be construed that the Owner/Manager, its employees, or volunteers are agents, employees or officers of the County for any purpose whatsoever.

**12. No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or any other immunities or defenses from liability otherwise available to the Parties.

**13. Audits and Accounting.** Owner/Manager shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Owner/Manager shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The Board shall have the right, upon reasonable notice to Owner/Manager, to audit the books and records of Owner/Manager which pertain to the Project and to the use and disposition of the Board funds. The Board shall retain the authority to audit for two years after Project completion.

**14. Inspection.** The Board shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

**15. Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason at its sole discretion by providing Owner/Manager written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such

termination, Owner/Manager shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

**16. Effect of Project Completion or Termination.** Owner/Manager agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Owner/Manager by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Owner/Manager's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

**17. Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Owner/Manager  
to: Douglas County Community  
Development Department, Parks  
Division  
Attn: Terence Quinn  
100 Third Street  
Castle Rock, CO 80104  
(303) 660-7460  
E-mail [parksandtrails@douglas.co.us](mailto:parksandtrails@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
(303) 660-7414  
E-mail [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

and by the County to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**18. Assignment.** Owner/Manager may not assign its rights under this Agreement.

**19. Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

**20. Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

**21. Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

**22. Third Party Beneficiary.** The Board and Owner/Manager hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Owner/Manager, and that no third-party beneficiaries are intended.

**23. Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

**24. Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

(remainder of page intentionally blank)

**IN WITNESS WHEREOF**, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

**OWNER/MANAGER:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF COLORADO            )  
  )        ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

# **EXHIBIT A**

## **PARK IMPROVEMENTS PROJECT DETAILS**

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The High Note Regional Park Project is described in the Project funding application submitted by the Owner/Manager dated 05/03/23 (attached). The Project scope and budget is further detailed below:

(remainder of page intentionally blank)

# High Note Regional Park

## Partnership Request



Submitted By



Prepared For



# **Designing Lone Tree, South Suburban, and Douglas County's Next Signature Public Space**



## On a High Note: Designing Lone Tree, South Suburban, and Douglas County’s Next Signature Public Space

The City of Lone Tree and South Suburban Parks and Recreation are thrilled to invite Douglas County to join our partnership in creating High Note Regional Park, a one-of-a-kind project that promises to create a lasting legacy for Douglas County. High Note Regional Park is poised to become a vivid focal point for our region, offering unparalleled recreational, cultural, and economic benefits to our community. With the County as a partner, we can make this visionary project a reality, building on Douglas County’s reputation as one of the nation’s healthiest and most vibrant communities.

This application will provide you with a comprehensive overview of the High Note Regional Park project, highlighting the unique aspects that set it apart and make it an ideal investment for Douglas County:

- A strategic location with excellent regional connectivity, including light-rail transit access and multiple trail connections, making it a true destination for residents and visitors alike.
- An iconic design focused along a central promenade, referred to as “The Braid”, creates a unique public gathering space unlike anything else in the region that balances vibrant active spaces with connection to the natural environment.
- A focus on community-building and gathering spaces with intentional spaces for residents to collide and build new community connections, creating better mental and physical health outcomes.
- A diverse array of amenities designed to cater to a wide range of interests and abilities, including links to the future home of Tall Tales Ranch, ensuring that the park serves as an inclusive and welcoming space for all.
- A commitment to preserving and showcasing the rich cultural and historical heritage of Douglas County, including the rehabilitation of Happy Canyon Creek, connections to Schweiger Ranch, and intentional recognition of indigenous artifacts found on-site.
- The potential to generate significant economic benefits for the county, supporting the neighboring Lone Tree City Center, the County’s next economic anchor.
- A strong collaborative approach, with support and contributions from a wide range of partners, including the City of Lone Tree, South Suburban Park and Recreation District, RidgeGate Investments Inc., and Shea Homes.

## Joining The Ranks of Douglas County's Exceptional Regional Parks

High Note Regional Park will add to the County's existing slate of regional recreation facilities that provide both active and passive recreation access to all of Douglas County. High Note Regional Park is centrally located in north-central Douglas County, just 2.5 miles from the center of the county's 360,000-person population (US Census).



## A Unique Request for a Unique Generational Project

Douglas County's support is critical to making this project a reality. You'll note that the partnership request is proposed to have a unique structure compared to other park requests and is more similar in format and scale to partnerships made for infrastructure projects. To ensure this large-scale, generational project can happen, this application contemplates a 3-year funding request:

- \$300,000 from each partner in 2024 for design, with remaining funds rolled over to construction.
- \$4 million in 2025 and \$3.7 million in 2026 for construction, totaling an \$8 million commitment from each partner for construction of phase 1.

This proposal is made with the understanding that each partner may need to fund this project with additional funds outside their traditional parks and recreation funding sources. It is also made with the understanding that each partner cannot commit future governing bodies to funding in future years. For this reason, it is asked that each partner add the amount to their Capital Improvement Plans (CIPs) and that the funding structure is addressed in an Intergovernmental Agreement (IGA) for the project.

We are confident that the High Note Regional Park will become a shining example of what can be achieved through collaboration, vision, and dedication to our shared goals. We look forward to working together to create a lasting and meaningful impact on the future of Douglas County and the lives of its residents.

## Parks and Trails, Open Space, and Historic Resources – Funding Application

**APPLICATION SUBMITTAL DEADLINE: FEBRUARY 1<sup>ST</sup>** (Submitted May 3, 2023, under 2023 Process)

**PRESUBMITTAL MEETING DATE:** April 21, 2023

**APPLICATION ACCEPTANCE DATE:** \_\_\_\_\_

**PROJECT NAME:** High Note Regional Park

### Summary Information (see pages 4 and 5 for detailed project information):

Applicant Name: City of Lone Tree & South Suburban Park and Recreation District

Type of Entity: Local Government & Special District

Authorized Representative: Austin Good, Assistant City Manager, City of Lone Tree  
Ryan Hegreiness, Deputy Director of Business Services, South Suburban

Contact Information: [austin.good@cityoflonetree.com](mailto:austin.good@cityoflonetree.com)  
720-509-1256

[RHegreiness@ssprd.org](mailto:RHegreiness@ssprd.org)  
303-483-7003

#### Project Summary (brief description of scope and function):

High Note Regional Park (Previously known as Lone Tree Regional Park) is a new 80-acre park planned in the RidgeGate neighborhood near I-25 and RidgeGate Parkway. High Note will be a destination for recreation, athletics, community connections, and cultural experiences for individuals of all ages and interests. Not only will this be a regional attraction due to the thoughtfully designed layout and community-desired amenities, High Note will also be one of the best-connected parks in the Denver region with light-rail transit access and multiple regional trail connections. The regional park will provide a balanced variety of uses, including active recreation, a plaza, civic green, amphitheater, formal and nature trails, natural open space, and the rehabilitation of Happy Canyon Creek.

Project Type (property acquisition, cultural resource protection, park or trail design and construction):  
Park/Trail Design & Construction

Property address or State Parcel #'s:

State Parcel IDs: 2231-231-14-002, 2231-231-14-001, 2231-232-08-001, 2231-232-08-002,  
2231-232-08 003

Total acreage: 78.372 acres

Geographic area to be benefitted by the project (local, community, regional): Regional

Population to be benefitted by the project (including any special population groups):

The park is centrally located in north-central Douglas County, just 2.5 miles from the center of the county's 360,000-person population (US Census). Further, the park will be a part of South Suburban's district, which serves over 155,000 residents throughout the south metro area. Given the regional venues and scale of the park, it is anticipated that the space will regularly draw from individuals up to a 30-minute drive away. 1.7 million individuals live within this radius.

Park amenities that will draw from these population areas include:

- A large amphitheater, programmed by the Lone Tree Arts Center, will have seated capacity for 5,000 individuals and standing capacity of 10,000-15,000 people. Being programmed by the Lone Tree Arts Center will provide even more expanded access to the caliber and diversity of programmed the region has already grown to expect. This will also ensure the amphitheater is used to its full potential with frequent and regular events.
- 5 multi-purpose fields, programmed by South Suburban, will host practices, games, and tournaments for up to 100,000 players and their families annually.
- The large destination playground is anticipated to be a regional draw.

The neighborhood around the park is already taking shape. This will provide direct access, within a 20-minute walk, for:

- Many residents in Meridian, a neighborhood in unincorporated Douglas County.
- Up to 40,000 residents and workers in the future Lone Tree City Center, just on the other side of RidgeGate Parkway.
- Tall Tales Ranch, a coming community for individuals with Intellectual and Developmental Disabilities (IDD).
- 300 affordable housing units, including the first 67 delivered in the Talus affordable housing project.
- 200 seniors in the Reserve at Lone Tree development that recently broke ground.
- 2,500 additional units actively under construction around RidgeGate Station and in the Lyric neighborhood.

**Environmental, cultural, scenic, landmark, or historic resource to be protected:**

The park is situated near the historic Schweiger Ranch and has been designed to both respect that space and provide connections for events and cultural exploration. The Ranch provides a look back in time to a restored and preserved homestead from the 1800s.

Additionally, through the Happy Canyon Creek Stabilization project, artifacts have been found from the local Indigenous population. 1000s of artifacts dating to three different periods of time have been recovered in and near the regional park site. The upper most material dates to around 700 years old, followed by occupations that date to 1700 years, and 2600 years old. The oldest portions of the site date to around 4000 years old. Most of the Area 2 artifacts date to the 700-year-old occupation. Area tribes have been engaged in this process.

Interpretive signage will be installed in the park as part of the creek stabilization project currently underway.

Total project cost: Phase 1 is anticipated to be \$24-\$30 million. A phasing plan is being developed as design of the park advances in 2023.

Requested Amount of County Funding: \$300,000 in 2024 for design development and construction documents. \$4 million in 2025 and \$3.7 million in 2026 for construction funding.

Applicant's financial contribution: City of Lone Tree: \$8 million, South Suburban: \$8 million

Financial contributions from other grants or project partners: The project is actively exploring grant and partnership opportunities, including Great Outdoors Colorado.

In-kind contributions from other project partners: The project has secured an estimated \$54.2 million from in-kind contributions, including:

- Land Donation from RidgeGate: 80 acres of prime real estate estimated at \$40-\$50 million (already deeded to the City of Lone Tree)
- Happy Canyon Creek Stabilization by Rampart Range Metropolitan District: Estimated at \$12 million, including construction of the Happy Canyon Regional Trail
- 80% Earthwork Development by Shea Homes: Estimated at \$2.2 million

## Parks and Trails, Open Space, and Historic Resources – Funding Application

### Required Application Submittal Items (as applicable to the request):

- Summary information (see sheet 3)  
Document 1. Intro, Application Forms, and Narrative (Page 5 of this document)
- Detailed narrative describing the proposed project, its overall intent and function, and funding request. Identify and discuss the Board’s funding priorities which will be met through implementation of the project. Discuss the project’s anticipated construction timeframe. Describe any additional approvals, permits, easements, or agreements required for the project.  
Document 1. Intro, Application Forms, and Narrative (Page 10 of this document)
- Maps showing project location, vicinity map, and proposed geographic service or benefit area.  
Documents 2.a – 2.c (Project Location Map, Project Vicinity Map, Project Benefit Area Map)
- Overall site plan and color rendering for all proposed improvements. Include conceptual plans for proposed future phases. Separate applications are required for any requests to fund future phases.  
Document 3. Site Plan
- Detailed plans (as applicable to the request).  
Document 4. Detailed Plan & Renderings
- Detailed project cost estimate for property or easement acquisition, assessment, design and construction, and ongoing maintenance. Unless the request is for funding of the design phase, cost estimates for improvements should be based upon engineered construction plans at a 90% or greater level of completion.  
As the project is currently under design, the 2024 requested amount will be to develop a final phasing plan and get the project to shovel-ready status. The phasing plan will be developed targeting a \$24-\$30 million budget, with the County being asked to be equal \$8 million funding partners with the City of Lone Tree and South Suburban. Additional funds are being explored, including grants and sponsorships, for any phase 1 aspects above the \$24 million in combined contributions from Lone Tree, South Suburban, and the County.
- Source of applicant funding (approved budget or similar document)  
Documents 5.a and 5.b are the full 2023 budgets for South Suburban and the City of Lone Tree, showing existing commitments. Through the 2024 budgeting process, both the Lone Tree City Council and South Suburban Board will consider the recommended \$300,000 match with the proposed County contribution for advancing design work. As part of the 2024 budget process, it will also be recommended to each governing body to align each entities 5-year capital plan to include 2025 and 2026 contributions for construction of phase 1.

- Applicant’s adopted master plan for parks and trails, open space, and/or cultural resources  
 Document 6. South Suburban 2022 Master Plan
  
- Letters from participating partners  
 Folder 7. Participating Partner Letters
  
- Letters of support from community members  
 Folder 8. Participating Partner Letters

Note that because of the short turn-around time to submit this application, there was a limit on the number of letters that were able to be submitted. The project team anticipates adding more letters of support as the project is presented to the Parks Advisory Board and the Board of County Commissioners.

- Other information as may be requested by the County at the presubmittal meeting:
  - \_\_\_\_\_
  - \_\_\_\_\_
  - Additional items for historic or cultural resources-related requests may include the following:
    - Paleontological, Archaeological or Historic Structure Assessments that have been performed on the proposed project area.
    - Information regarding any County, State or National Historic Register listing.
    - Information as to how the Secretary of Interior Standards will be addressed as a best practice (please note there are standards for Structures and Archaeology).
    - Historic documents or records that may apply to the proposed project.
  - Additional items for park and trail improvements requests may include the following:
    - Service area radius (including acreage and population)
    - Linear feet of proposed trail and connections to existing trail systems
    - Functional classification of park or trail improvement relative to the County’s local, community, and regional park definitions
    - Projected user fees
    - Availability of water, sewer, stormwater, parking, and road access
    - Community outreach efforts
    - Multi-use park and trail elements

Folder 9. Cultural Resources includes images from the excavation of indigenous artifacts found on the regional park site. Additional information on this and the other bullets listed in this section can be found in the application text starting on page 4 of this document.

- Other information the applicant deems useful for understanding its request  
  
 Document 10.a Community Outreach Survey Results  
 Document 10.b Project Webpage for the Public

# Narrative

*Detailed narrative describing the proposed project, its overall intent and function, and funding request. Identify and discuss the Board's funding priorities which will be met through implementation of the project. Discuss the project's anticipated construction timeframe. Describe any additional approvals, permits, easements, or agreements required for the project.*

## Overview

High Note Regional Park is a new 80-acre park planned in the RidgeGate East neighborhood near I-25 and RidgeGate Parkway. High Note will be a destination for recreation, athletics, community connections, and cultural experiences for individuals of all ages and interests. Not only will this be a regional attraction due to the thoughtfully designed layout and community-desired amenities, High Note will be a part of a regional multi-modal transportation hub with public transit access and multiple regional trail connections. The regional park provides a balanced variety of uses, including active recreation, a plaza, civic green, amphitheater, formal and nature trails, natural open space, and the rehabilitation of Happy Canyon Creek.

## Initial Visioning & Project Goals

As part of the park's initial visioning process, the following goals were identified:

- **Signature Park** – Create a signature regional park for everyone, incorporating principles identified in the SSPRD Master Plan: Quality First, Enrich Wellness, Connect to Nature, and Lead Sustainability
- **Access for All to the Natural Environment** – Offer all members of the community access to the unique natural environment, especially the creek and related water features
- **Riparian Habitat** – Protect and enhance a diverse riparian habitat
- **Environmentally-friendly Stormwater Management** – Design a park that incorporates state-of-the-art floodplain and storm water management
- **Active & Passive Recreation** – Accommodate the active recreation demands of a growing community of people of all ages and abilities with synthetic multi-purpose fields, sports courts, picnic areas, gathering places, trails, etc.
- **Connections** – Connect the regional park to the historic Schweiger Ranch, Bluffs open space, Reuter-Hess Reservoir, and the regional trail network, including the Cherry Creek system and surrounding communities
- **Community Events** – Accommodate vibrant community events throughout the year
- **Partnering** – Identify opportunities and programs to partner with public, private, and non-profit organizations to enhance access to everyone in the community
- **Transit Accessible** – Take advantage of unparalleled transit access with RTD's RidgeGate Station nearby

## **Community & Trail Connections**

The regional park concept is centered around “The Braid”, a central promenade trail that flows through the park, connecting the various park uses across High Note Avenue and to the future Happy Canyon Regional Trail. A future neighborhood park, school, and recreation center site benefit from being adjacent to the regional park. In addition to the trail elements of the braid, further trail connections include an incline challenge trail, a bridge to the Havana St. Bikeway, and connections to the nearby Schweiger Ranch, Tall Tales Ranch, affordable housing, RTD’s RidgeGate station, open spaces, and Douglas County’s East-West Trail.

## **Public Need**

The opportunity and need for a regional park are established in the 2018 South Suburban Master Plan Addendum, specifically developed for the RidgeGate East Community. The plan identifies the need for parks, trails, and recreational amenities and facilities that meet or exceed the level of service for the remainder of the District. The plan notes that the regional park should provide “recreational opportunities for nature-oriented, outdoor recreation as well as features such as playgrounds, group picnic shelters, walking trails and athletic fields.” Additionally, the plan states that the regional park should “include an emphasis on achieving a balance of resource protection and public use.”

## **Community Involvement**

The proposed High Note Regional Park Site Plan is the culmination of over three years of planning and community involvement. In 2020, the City of Lone Tree hired the Architerra Group, a local landscape architecture firm, to lead a collaborative effort between the city, South Suburban, and RidgeGate to plan the regional park. Planning for the park kicked off in the summer of 2020 and continued through 2021. Public comments received during the planning process led to the development of a preliminary plan. Citizen advisory groups, including the Lone Tree Recreation Advisory Committee, Douglas County Parks Advisory Board, and Douglas County Open Space Advisory Committee, provided input on the preliminary plan in 2021 and 2022.

## **Park Amenities**

*See illustrative site plan in document “3. Site Plan”*

- Event Lawn – a civic green with an amphitheater stage/theater programmed by the Lone Tree Arts Center. It will have seated capacity for 5,000 individuals and standing capacity of 10,000-15,000 people.
- The Vista – a knoll with a view of the creek and aligned with the adjacent street, incline (fitness stairs), and vertical artwork at the summit
- The Braid – ½ mile-long organizing feature with walking paths, trail, artwork, seating, and activity “rooms”
- Off-leash Dog Park
- Bouldering and Climbing Area

- Fitness Court – outdoor exercise equipment
- Festival Terrace – a flexible plaza with restrooms, concessions, shade pavilions, lawns, and picnic areas, and an interactive water feature
- Creek Access Plaza – provides water-play and access to Happy Canyon Creek
- Playground – a large, multi-level playground with a climbing wall
- Sports Courts – pickleball and basketball
- Multi-use fields – lighted turf fields with concessions, restrooms, playgrounds
- Canopy Walk – an elevated walkway in the tree canopy with exploration nodes
- The Hawk’s Nest – an overlook at the tree canopy with vertical artwork
- Happy Canyon Creek – rehabilitated creek corridor with adjacent regional trail running the length of the park, trail connections and nature exploration
- Water Quality/Detention Pond – controls runoff and filters stormwater
- Parking Lots – one on either side of High Note Avenue with drop-off areas

### **Trail Connections**

- Happy Canyon Regional Trail
- East West Trail
- The Braid w/ Vista & Canopy Walk
- Incline Challenge Trail
- Bridge & Trail to Havana St. Bikeway, RidgeGate Station, Tall Tales Ranch

### **RidgeGate Background**

RidgeGate is a master-planned community located in the City of Lone Tree, built in two phases. RidgeGate West, west of I-25, has an established community and neighborhood parks. RidgeGate East, east of I-25, is in the initial development stage. RidgeGate is donating the land to meet land dedication requirements.

### **Construction Costs**

Detailed cost estimates are not available until further site design occurs. For 2024, the County is asked to contribute \$300,000 to match \$300,000 contributions made by the City of Lone Tree and South Suburban for a total of \$900,000. Remaining funds would roll over to construction. Phasing will be determined in the coming design phases to meet the anticipated construction budget.

The anticipated construction cost of the first phase is between \$24 and \$30 million dollars, with a total request of an \$8 million multi-year commitment from each partner (Lone Tree, South Suburban, and Douglas County) for construction of the first phase of the project. Additional funding opportunities and partners continue to be explored.

## Timeframe

The project is currently being designed, with design continuing into 2024. Groundbreaking is anticipated at the end of 2024 or early 2025 with the park opening to the public around 2026.

## Approvals & Permits

The Preliminary Site Plan has already been adopted by both the Lone Tree City Council and the South Suburban Park & Recreation District Board. As the design develops, a formal Site Improvement Plan will be submitted to the City of Lone Tree and will follow the City's development process. Throughout the process, the park will have fees waived by the City of Lone Tree.

## Board Priorities

This project achieves the priorities of the Board of County Commissioners, meeting the high standards expected by the Douglas County community.

1. *The project reflects community values as expressed in one or more of the Board's core priorities: historic & natural resources, economic foundations, county services, health & human services, transportation, and public safety.*

*This project, centrally located in the County, provides access to the natural areas of Happy Canyon Creek, is a gateway to the hills of the East/West Regional Trail, provides connections to Schweiger Ranch and Indigenous artifacts, supports development of the Lone Tree City Center, and connects to regional trails, bikeways, and RTD's RidgeGate Station.*

2. *The project is consistent with the goals, objectives, and policies set forth in the County's adopted Comprehensive Master Plan; Parks, Trails, and Open Space Master Plan; and Open Space Vision Plan.*

*This project aligns with the goals, objectives and policies outlined in the County's documents. In particular, this project sets the standard for the County's vision of "An integrated system of regional parks and trails providing diverse recreational opportunities that enhance the quality of life for Douglas County citizens and support programs for healthy communities and active lifestyles." High Note Regional Park connects to multiple planned regional trails and provides regional park recreation amenities in a growing and centrally accessible part of the County.*

3. *If proposed as a funding source, all applicable requirements set forth in the 2022 voter-approved Park and Open Space Sales and Use Tax Resolution have been met.*

*The applicants believe the project has met all applicable requirements, however the applicants note that because of the size and scope of this regional project additional county funding sources, in addition to the dedicated sales and use tax, may be required to fund this generational project.*

4. *Community outreach for the project has been accomplished and public support demonstrated.*  
The project was first contemplated in the year 2000 when Lone Tree voters voted to annex RidgeGate into the community. A regional park in this location was committed to as part of that vote.

The City and South Suburban held the first round of public engagement about the project in 2021. The survey results from that outreach are attached to this application and showed overwhelming support for the project. Outreach was also conducted as part of South Suburban's 2018 Master Plan Addendum planning for the RidgeGate East area, along with outreach conducted as part South Suburban's 2023 Master Plan update.

The project currently has no residences as neighbors, however the master plan has been provided to Shea Homes for them to share with future homebuyers in the neighborhood so that those community members know what they are moving in next to. A website, [cityoflonetree.com/regionalpark](http://cityoflonetree.com/regionalpark), has been live since 2022 to provide the public updates on the project.

Project neighbors, including Schweiger Ranch and Tall Tales Ranch have been engaged throughout the process and are supportive of the project.

5. *Matching funds or in-kind contributions for the project are provided by the requesting entity.*  
The \$8 million request of Douglas County will be matched with \$16 million from the applicants-- \$8 million from Lone Tree and \$8 million from the South Suburban Park and Recreation District. Additionally, this project benefits from over \$54 million in in-kind contributions in the form of land dedication, earthwork, canyon stabilization and trail construction. \$400,000 has already been expended or budgeted by the applicants to develop the master plan submitted in this application, and significant continued investment in the project is reflected in both Lone Tree and South Suburban's capital plans. As part of the 2024 budget process, it will be recommended that each governing body align their 5-year capital plans for phase 1 construction.
6. *A portion of the project will be funded through other grant awards or partnerships.*  
As outlined above, the City of Lone Tree, South Suburban, RidgeGate, Rampart Range Metropolitan District, and Shea Homes have created a strong partnership to bring this project to life. Additional awards and partnerships will continue to be explored.
7. *Sufficiently detailed project plans and cost estimates have been developed as a basis for the requested amount of funding.*  
Project funding for 2024 is for design with remaining funds rolling over for construction for a first phase. Elements to be constructed with the first phase of \$24-30 million will be determined as part of the design process.

8. *The project is consistent with the overall park, open space, and cultural resource plans of the requesting entity.*  
*The park has been in Lone Tree's plans since the area was annexed in the year 2000. South Suburban has contemplated this plan in its documents, including the RidgeGate East Addendum to its Master Plan.*
9. *User fees have been identified and are fair and reasonable for all members of the public.*  
*No user fees will be charged for access to the park. There may be fees for events, concerts, shows, and participation in sport leagues.*
10. *If a required project component, a state-certified conservation easement holder has been identified and is party to the application.*  
*Not applicable to this project.*
11. *Ongoing operation and maintenance costs have been accounted for in the applicant's budget.*  
*South Suburban will be the entity responsible for maintenance of the park facility. It is accounted for in their long-term maintenance plans.*
12. *If the project requires County land use approval, such approval has been obtained or will be obtained prior to project commencement.*  
*Not applicable- this project will go through the Lone Tree land use approval process.*
13. *For multi-year funding requests, the project is capable of being constructed in phases. If subsequent phases are not funded or constructed, the initial project must provide a significant benefit to the public.*  
*The scale of this project means it will be built in phases. The intent for the first phase is to build the core of the park and provide both active and passive recreation opportunities along with community gathering space. The size of the partnership request for construction, \$4 million in both 2025 and 2026, reflects the commitment to deliver a substantial first phase that provides substantial public benefit on day one.*
14. *The project represents a one-time opportunity to achieve a high-priority Board objective.*  
*As the area reaches build-out, High Note Regional Park represents a one-time chance to build a regional park facility in the north-central part of the County, along I-25, where the County would not be responsible for ongoing maintenance or operations.*
15. *The project contributes towards a balancing of project types and services throughout the County.*  
*Douglas County has developed regional park facilities in Highlands Ranch (Highland Heritage Regional Park), Castle Rock (Fairgrounds Regional Park), and Parker (Bayou Gulch Regional Park and Challenger Regional Park). This project provides a one-time opportunity to build a regional park in the north-central county. While Bluffs Regional Park does exist in the area, it does not provide the same active recreation and community gathering space as the County's other regional parks.*

16. *Requests for funding supplement, rather than replace, land dedications or improvements required as part of a County land use approval process.*

Not applicable for this project.

## **EXHIBIT B**

### **PAYMENT TERMS**

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Douglas County will provide \_\_\_\_\_ up to \$300,000 in funding to be used exclusively for the Project as described in Exhibit A.

Prior to any request for reimbursement, the Owner/Manager shall provide the following, as applicable:

- Where the Project includes funds from the Owner/Manager and/or other entities, the Owner/Manager shall provide evidence to Douglas County that such funds have been fully expended prior to requesting reimbursement for expenses eligible for County reimbursement.
- Final Project design, construction plans, and budget shall be submitted for review and approval by Douglas County.
- Names and qualifications for landscape design, engineering, and other consultants which the applicant intends to utilize for completion of the applicable phases of the project shall be for review and approval by Douglas County.
- Final executed contracts with design and engineering consultants, and/or construction contractors for each Project phase shall be submitted to Douglas County.
- Substantial changes to the Project design, budget, contracted professionals, and/or other applicable Project contract documents shall be submitted for review and approval by Douglas County.

The funding will be paid according to the following:

- Reimbursements based on certified invoices received for work completed on the Project by their contractors or a certified invoice of other costs incurred by Owner/Manager in the course of completing the Project. Eligible expenses must occur after the execution date, based on the last signature on this agreement and must be included on a tracking form provided by the County and updated prior to any payment by the Owner/Manager.
- Such invoices will be paid within 30 days of receipt unless there is a dispute about the amounts to be released in which case the County reserves the right to require such additional documentation, including monthly activity reports detailing the activities and services rendered, as the County deems appropriate to support the payments indicated in an invoice.
- Invoices will not be submitted more often than once a month without prior written consent by the County.
- Any amounts invoiced for the Project in excess of the total funds awarded under the Agreement are the responsibility of Owner/Manager.
- Costs to be covered by the County funds awarded for this Project are only for those directly incurred for actual work completed designing or constructing the Project in accordance with the plans, budget, and schedule previously approved by the County. No administrative, legal, maintenance, or other indirect design/construction costs will be reimbursed unless expressly permitted in writing by the County. At the sole discretion of the County, any changes to the Project not approved by the County may not be paid and any resultant reduction in costs of such changes may be deducted from the total Funding Award.

No official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and Owner/Manager shall not to hire, pay, or contract for services of any official, officer or employee of the County or otherwise take any action that could constitute or create a conflict of interest with the County.

**EXHIBIT C**  
**REPORTING REQUIREMENTS**

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In addition to information contained in invoices, Owner/Manager will ensure at least monthly reporting to the County of the progress on the Project. These reports will include percentage complete, timeline/schedule to completion, any significant issues, and other information requested by the County for this particular Project. Any reports containing sensitive specialized information of security arrangements should be clearly marked “Not Intended For Public Disclosure” and the top and bottom of each page.

In addition to the above, the Owner/Manager will provide a final report within 90 days of the completion of the Project. The purpose of this report is to describe the results of the funding award. Focus your answers on how the Project was beneficial to the community and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. A sample report is shown below. Please review the organizational information and correct any information that may have changed.

**Project Period:** From \_\_\_\_\_ To \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Funding Amount:** \$ \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

1. Describe how the Project funds were used, the progress made toward your goals and objectives and the impact on your facility (e.g. results or outcomes).
2. Describe any feedback you have received from outside your organization as a result of the Project.
3. Did you form any new partnerships? If yes, please describe the partnership(s) and the impact on your efforts.
4. If there were any major variances in the anticipated expenditures as compared to the approved budget submitted in your application, please describe what changed.
5. How many individuals are served by your organization that will be impacted by the Project?
6. Please provide pictures and/or design plans of the project.

\_\_\_\_\_  
**Signature of Executive Director or Authorized Board Officer**

\_\_\_\_\_  
**Date**