

RESOLUTION NO. 2015-56

**APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND
THE PARKER WATER AND SANITATION DISTRICT FOR THE
RUETER HESS RECREATION INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Parker Water and Sanitation District desires to partner with the Town of Castle Rock and Parker, Douglas County and reservoir storage partners by creating an Intergovernmental Agreement (IGA) regarding the development of a potential recreation plan at the Rueter-Hess Reservoir site; and

WHEREAS, the IGA formally creates the "Rueter-Hess Recreation Authority", including the Towns of Parker and Castle Rock, the Cities of Castle Pines and Lone Tree and Douglas County (i.e., the "members"),

WHEREAS, The scope and schedule for work, as provided, is anticipated to take up to twelve months and will be organized in three separate phases: Visioning, Concept Plan, and Implementation.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. Approval. The Intergovernmental Agreement Establishing the Reuter-Hess Recreation Authority between the Town of Castle Rock, Parker Water and Sanitation District, Douglas County, the City of Castle Pines, the City of Lone Tree, and the Town of Parker in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town of Castle Rock, Colorado.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 7 for and 0 against.

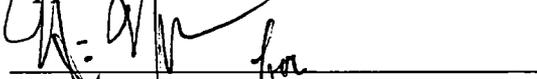
ATTEST:


Sally A. Misare, Town Clerk

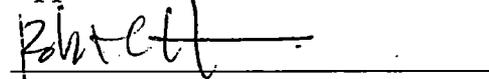
TOWN OF CASTLE ROCK


Paul Donahue, Mayor

Approved as to form:


Robert J. Slentz, Town Attorney

Approved as to content:


Robert C. Hanna, Director Parks and Recreation

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

This **INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE RUETER-HESS RECREATION AUTHORITY** (the "Agreement") is made, entered into as of the 16 day of June, 2015, by and between: PARKER WATER AND SANITATION DISTRICT (the "District"), a Colorado special district and political subdivision, DOUGLAS COUNTY, a Colorado county and political subdivision (the "County"), CITY OF CASTLE PINES, a Colorado municipality ("Castle Pines"), CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree"), TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and TOWN OF CASTLE ROCK ("Castle Rock"), a Colorado home rule municipality, collectively referred to as the "Members".

RECITALS

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

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

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

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

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

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

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

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

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

SECTION 1: CREATION OF THE AUTHORITY

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

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

1.3 **Project Subordinate to District Functions.** The Project shall be subordinate to the primary duty of the District to provide water and sanitation services to its customers, and the District shall have final decision-making authority regarding any recreational activity at Rueter-Hess Reservoir.

SECTION 2: PROJECT PLAN

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

SECTION 3: MEMBERSHIP

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

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

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

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

SECTION 4: MANAGEMENT/VOTING/DECISIONMAKING

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

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

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

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

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

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

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

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

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

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

SECTION 5: POWERS OF THE AUTHORITY

The Members agree the Authority shall be empowered with the authority to plan, design, improve, construct, maintain, repair, control, regulate and operate the Project for the use and benefit of the Members, their constituents and the public, including the authority to:

- Contract and purchase all necessary supplies, equipment, materials, and services, including professional services, to develop and operate the Project
- Employ agents and employees as deemed necessary to operate the Project
- Plan, finance, manage and operate recreational programs for Members, their constituents and the public
- Fix, maintain, and revise fees, rents, security deposits, and charges for functions, services or facilities provided by the Authority
- Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity or service
- Incur debts, liabilities or obligations
- Adopt regulations respecting the exercise of its powers and the carrying out of its purposes
- Exercise any other powers that are essential to the provision of functions, services or facilities by the Authority and that are specified in this Agreement

SECTION 6: FUNDING, BUDGET, AND ADMINISTRATION

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

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

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

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

6.5 Delegation of Administrative Functions and Management of Funds. The Members further agree that management of the administrative affairs of the Authority, including, but not limited to, staff support for meetings and agenda preparation, recording of minutes and making of reports, keeping of books, records and accounts and the management of Authority funds shall be as determined by the Board of Directors.

SECTION 7: MISCELLANEOUS

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

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

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

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

withdrawal. Any withdrawing Member terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its initial cost contribution or any annual operating cost contributions previously paid to the Authority.

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

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

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

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

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

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

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

[Remainder of page intentionally left blank – signatures on following pages]

PARKER WATER AND SANITATION DISTRICT

By: _____

Its: _____

ATTEST:

[SEAL]

DOUGLAS COUNTY, STATE OF COLORADO

By: _____

Its: _____

ATTEST:

[SEAL]

CITY OF CASTLE PINES

By: _____

Its: _____

ATTEST:

CITY OF LONE TREE

By: _____

Its: _____

ATTEST:

[SEAL]

TOWN OF PARKER

By: _____

Its: _____

ATTEST:

[SEAL]

TOWN OF CASTLE ROCK

By: Paul Donohue

Its: Mayor

ATTEST:

Sally M...

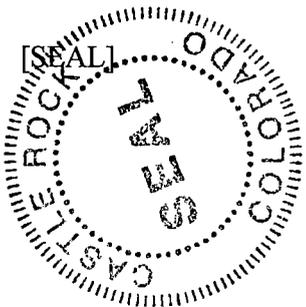


EXHIBIT A

[Phase 1 - Schedule and Scope]



May 5, 2015

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

RE: Rueter-Hess Recreation Master Plan Update

Dear Susan,

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Nicole K. Horst".

Nicole K. Horst
Principal

Rueter-Hess Reservoir Recreation Master Plan Update

May 5, 2015

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

Phase 1 - Visioning

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

Key tasks of Phase 1 include:

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

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

Meetings:

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

Deliverables:

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

Fee Phase I

\$34,135.00

Phase 2 - Concept Plan

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

Key tasks include:

Prepare Site Development Concept Alternatives

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

Public Comment #1 – Concept Alternatives

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

Prepare a Final Site Recreation Concept Development Plan

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

Public Comment #2 – Final Plan

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

Meetings:

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

Deliverables:

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

Fee Phase II

\$51,490.00

Phase 3 - Implementation Plan

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

Key tasks include:

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

Meetings:

- Monthly progress meetings with Project Partners (assumes 3)

- Meeting with PWSD Board

Deliverables:

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

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

Total Fee **\$123,575.00**

Preliminary Fee Breakdown by Consultant

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



Town of Castle Rock

100 North Wilcox Street
Castle Rock, CO 80104

Agenda Memorandum

Agenda Date: 6/16/2015

Item #: 8:45 **File #:** RES 2015-56

To: Honorable Mayor and Members of Town Council

From: Rob Hanna, Director of Parks and Recreation
Ron Redd, Parker Water and Sanitation District Manager

Resolution: A Resolution Approving An Intergovernmental Agreement Between The Town Of Castle Rock And The Parker Water And Sanitation District For The Rueter Hess Recreation Intergovernmental Agreement

Executive Summary

The Parker Water and Sanitation District has had ongoing discussions with the Town of Parker, Douglas County, and reservoir storage partners, regarding the development of a potential recreation plan at the Rueter-Hess Reservoir site. Topics of discussion have included governance, future recreational amenities, security of the site, and funding of a master plan. At this time, approval of an Intergovernmental Agreement ("IGA") is being sought from the Boards and Councils of the individual partnership organizations. Ron Redd, District Manager will be giving a short presentation for the project and answer any questions Town Council may have.

Discussion

The Parker Water and Sanitation District owns 1,170 acres of property which includes Rueter-Hess Reservoir and has statutory authority to provide recreation services. There were plans previously prepared for recreation options submitted in the original Environmental Assessment phase of the project, which included active and passive recreation like hiking, fishing and non-motorized boating. The District is now reaching out to the region to discuss plans, options and potential regional partnerships.

As a stakeholder in the Rueter-Hess Reservoir storage project, the Town of Castle Rock has had an ongoing interest in partnering with Parker Water and Sanitation District to provide public access to the reservoir for our residents. Over the past several months, both Ron Redd and I have been meeting with staff from Parker, Douglas County and other interested parties to draft an IGA between parties.

This agenda item provides the most recent version of the Intergovernmental Agreement ("IGA") between the District and the partners participating in the Rueter-Hess Recreation project, which includes the proposed scope of work toward completion of the Recreation Master Plan.

The IGA formally creates the "Rueter-Hess Recreation Authority", including the Towns of Parker and Castle Rock, the Cities of Castle Pines and Lone Tree and Douglas County (i.e., the "members"). Also addressed are the funding, budget and administrative guidelines. The members agree that for the budget year 2015, each member will pay an initial contribution amount of \$25,000 to be used toward the development of the Recreation Master Plan. We included the Town's contribution in the 2015 Budget.

Exhibit 1A to the IGA provides the scope of work to be provided by Wenk & Associates, as well as their sub-consulting team:

- Zoeller Consulting - Community Outreach and Communication Services.
- BBC Research and Consulting - Guidance on opportunities that can generate revenue to support on-going operations, while balancing objectives of water quality, open space preservation and site sustainability.
- Urban Interactive Studio (UIS) - Creation of a custom interactive website and online public engagement efforts.

The scope and schedule for work, as provided, is anticipated to take up to twelve months and will be organized in three separate phases: Visioning, Concept Plan, and Implementation. Throughout each of these phases, multiple opportunities will be organized to meet with the RHR Recreation Authority, the PWSD Board of Directors, as well as various public forums (in person and through online resources).

The PWSD plans to manage the project. Contributions made by the Authority partners will be held by the District and used solely to pay for expenses incurred by Wenk & Associates, and their sub-consulting teams. If any excess funds remain at the end of the project, they will be returned to the contributing partners accordingly.

Upon approval by the various partners in the project, the IGA will be brought before the PWSD Board for final approval.

Budget Impact

Funds for this project were included in the Parks General Fund 2015 Budget as follows:

Miscellaneous Services 110-5200-452.50-80	\$25,000
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Staff Recommendation

Staff recommends approving the Rueter Hess Recreation Authority IGA and the expenditure of \$25,000 for our proportionate share of the costs for the preparation of a master plan.

Proposed Motion

"I move to approve A Resolution Approving An Intergovernmental Agreement Between The Town Of Castle Rock And The Parker Water And Sanitation District For The Rueter Hess Recreation

Item #: 8:45 File #: RES 2015-56

Intergovernmental Agreement"

Attachments

Attachment A	Resolution
Exhibit 1	Agreement
Exhibit 1A	Schedule and Scope