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**COOPERATIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF COUNTY COMMISSIONERS  
FOR DOUGLAS COUNTY, COLORADO**

**AND**

**THE CITY AND COUNTY OF DENVER, COLORADO**

**REGARDING DANIELS PARK**

**FEBRUARY 26, 2008**

## TABLE OF CONTENTS

	Page
<b>1. Master Plan &amp; Agreement Improvements</b>	2
A. Master Plan	2
B. Master Plan Drawing	2
C. CPP-DPR Connector	3
D. New Daniels Park Road	3
E. Sanctuary-Kit Carson Road	3
F. Trails	4
G. Parking Lots & Other Amenities	4
H. Bison Fence & Underpass	4
I. The “Project”	5
<b>2. Allocation of Responsibilities and Costs</b>	5
A. Douglas County	5
B. Denver	6
C. Other Revenue Sources	7
<b>3. Phasing and Project Coordination</b>	7
A. Phase I	7
B. Subsequent Phases	7
<b>4. Coordination, Design &amp; Construction</b>	8
A. Liaison and Coordination	8
1) Construction Manager	8
2) Douglas County Representative	9
3) Denver Representative	9
4) Cooperation and Coordination	9
B. Design	10
1) Approvals	10
2) Standards	10
3) Phase I	11
4) Subsequent Phases	11
C. Construction	11
1) Contractor	11
2) Commencement	12

	Page
3) Operation Plan	12
4) Applicable Laws	12
5) Environmental Compliance	13
6) Noise, Water and Air Pollution	13
7) Insurance, Bonds, and Indemnification	13
8) Warranties	14
9) Prevailing Wages	14
10) Liens & Claims	14
11) Phase I	15
12) Subsequent Phases	16
13) Bison Fence	16
<b>5. Ownership, Maintenance, Liabilities, Signage, Utilities, &amp; Use</b>	<b>16</b>
A. Ownership and Maintenance of Improvements	16
B. Ownership of Land Underlying Improvements	17
1) CPP-DPR Connection	17
2) New Daniels Park Road	18
3) Sanctuary-Kit Carson Road	19
4) Park Facilities	19
C. Operation, Maintenance, Repair, New Construction and Installations, and Replacements	19
1) CPP-DPR Connection	19
2) New Daniels Park Road & Sanctuary-Kit Carson Road	20
3) Park Facilities	
D. Financial Interests and Liability	21
1) Financial Interests	21
2) Liability	21
E. Signage	22
F. Utilities	22
G. Uses	23
<b>6. Park Permitting and Regulation and Law Enforcement</b>	<b>23</b>
A. Park Permitting	23

	Page
B. Park Rules and Regulations	23
1) Douglas County Rules & Regulations	24
2) Retained Manager Powers	24
C. Law Enforcement	25
7. <b>General Provisions</b>	25
A. Term and Termination	25
B. Best Efforts	25
C. Appropriation	25
D. Non-waiver	26
E. Examination of Records/Audit	26
F. Applicable Law/Exercise of Authority	26
G. No Discrimination In Employment	26
H. Conflict of Interest	27
I. Liability	27
J. <i>Force Majeure</i>	27
K. Further Assurances	28
L. Contracting or Subcontracting	28
M. Enforcement	28
N. Governing Law; Venue	28
O. No Third Party Beneficiaries	29
P. Claims	29
Q. Notice	29
R. Entire Agreement	30
S. Amendment	30
T. No Assignment	30
U. Severability	30
V. Heading for Convenience	30
W. Authority	30
X. Execution of Agreement	31

## **LIST OF EXHIBITS**

EXHIBIT A	Daniels Park Master Plan
EXHIBIT B-1	Master Plan Drawing
EXHIBIT B-2	Daniels Park Entry Master Plan – Southern Entrance
EXHIBIT B-3	Overlook & Bison Viewing Site Plan
EXHIBIT B-4	Riley Hill Overlook
EXHIBIT B-5	Historic Barn Overlook
EXHIBIT C	Drawing of the location, grade, widths, and configuration of the CPP-DPR Connector
EXHIBIT D	Sections at Daniels Park Road Entry Monument
EXHIBIT E	Sanctuary Golf Course-Kit Carson Memorial Road Typical Section
EXHIBIT F	Douglas County Rules and Regulations

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into this 26TH day of FEBRUARY, 2008, by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation organized pursuant to the laws of the State of Colorado ("**Denver**"), and the **BOARD OF COUNTY COMMISSIONERS FOR DOUGLAS COUNTY, COLORADO** ("**Douglas County**"), jointly referred to herein as "**Parties**".

### Recitals

A. Included among the some 14,000 acres that make up the Denver Mountain Park system is the approximately 1,000-acre Daniels Park situated in Douglas County and operated by the Denver Department of Parks and Recreation.

B. Traversing Daniels Park from south to north is the old Colorado Territorial Road now known as Daniels Park Road which is operated as part of County Road 29 by Douglas County.

C. Denver and Douglas County desire to work together to make park, road, and trail improvements to Daniels Park and Daniels Park Road that will mutually benefit both entities and their citizens.

D. To that end, Denver and Douglas County have jointly prepared a Daniels Park Master Plan ("**Master Plan**") that sets forth certain concepts, goals, and plans for making such improvements.

E. Denver and Douglas County now wish to enter an agreement that memorializes the terms and conditions for implementing and maintaining the improvements contemplated in the Master Plan and other prepared documents.

F. Under section 2.4.4(F) of its City Charter, Denver has the power to enter cooperative agreements with public entities such as Douglas County for the development of parks and recreational facility within City-owned parks such as Daniels Park.

G. Under Section 18 of Article XIV of the Colorado Constitution and section 29-1-203 of the Colorado Revised Statutes, Denver and Douglas County have authority to enter into an intergovernmental agreement of the nature contemplated herein.

### Agreement

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. Master Plan & Agreed Improvements: It is understood and agreed by the Parties that this Agreement is premised and conditioned upon all of the following:

A. Master Plan: With the intention of enhancing public use and enjoyment of Daniels Park as a park and providing for the future transportation and recreational needs of Douglas County, a Master Plan was prepared for the development of new or improved park, road and trail elements within Daniels Park. A copy of said Master Plan is attached to this Agreement as **Exhibit A**. The Master Plan sets forth design concepts for attaining certain appearances within Daniels Park, for such items as restrooms, picnic facilities, signs, entry way monuments, trails, parking lots, security kiosk, and roads, which the Parties agree that they will strive to achieve as part of the re-development of Daniels Park. A Minor Amendment to the Master Plan may occur following fair and adequate notice to the public (including citizens of both Denver and Douglas County) and ample opportunity for public input, including written comments and public meetings, and subject to the mutual, written consent of the Manager of the Denver Department of Parks and Recreation and the Douglas County Public Works Department, Director of Engineering Services. Any such amended Master Plan will replace the Master Plan attached as **Exhibit A**.

B. Master Plan Drawing: The Master Plan Drawing prepared by DMH Design and attached to this Agreement as **Exhibit B-1**, along with the four more detailed drawings of specific areas depicted on the Master Plan Drawing which are attached as **Exhibits B-2 through B-5** to this Agreement, are key guiding documents with respect to the location and grade of the roads and trails depicted thereon, along with the location, size, and arrangement of the associated parking lots, as eventually described and specified on all construction drawings and surveys prepared for the implementation of the Master Plan. A larger version of the Master Plan Drawing (**Exhibit B-1**) is available for review in Clerk Filing #~~08-077~~ of the Denver Clerk and Recorder's Office and in the Engineering Division of the Department of Public Works for Douglas County.

C. CPP-DPR Connector: As part of the overall restructuring of existing roadways within Daniels Park, a new roadway will be constructed with a large curve from the point where Castle Pines Parkway (“**CPP**”) terminates on the eastern edge of Daniels Park to the point where Daniels Park Road (“**DPR**”) exits Daniels Park on the south. This new roadway, herein after referred to as the “**CPP-DPR Connector**”, will serve as the main thoroughfare for regional and commuter traffic in Douglas County traveling from the Castle Pines and other area neighborhoods east and north of Daniels Park to State Highway 85, the Town of Castle Rock, and points south and west of Daniels Park, and vice versa. The location, grade, widths, and configuration of the CPP-DPR Connector shall be approximately as shown on the drawing attached to this Agreement as **Exhibit C**. The CPP- DPR Connector shall have a posted limit not to exceed 30 miles per hour.

D. New Daniels Park Road: The existing Daniels Park Road shall be realigned in the manner depicted in **Exhibits B-1 through B-5** starting from a southern “Gateway to Daniels Park” located at a “Tee” intersection with the CPP-DPR Connector and exiting at a “Gateway” on the north end of Daniels Park (the “**New Daniels Park Road**”). The typical configuration of the New Daniels Park Road shall be a paved twenty-two foot (22) road section with two foot (2’) shoulders, as depicted on the drawing attached as **Exhibit D**. The New Daniels Park Road will be designed, constructed, and operated to be a “park friendly” road, with posted speed limit not to exceed 30 miles per hour, with road restrictions to be agreed upon by the Parties before Phase I construction begins, and with pedestrian crossing islands and other “traffic calming” devices, such as depicted in the Master Plan, to assure that excessive vehicular speeds are discouraged and park patrons are protected along the New Daniels Park Road.

E. Sanctuary-Kit Carson Road: A minor access road will be constructed from an intersection with the New Daniels Park Road running southerly to a point where it splits, with one leg leading into the main entrance of the Sanctuary Golf Course and the other will turn and generally run southerly along the alignment of the existing Daniels Park Road and provide access to the existing Kit Carson Memorial and to the Sanctuary’s maintenance facilities beyond the southerly edge of Daniels Park, as depicted on **Exhibit B-2** (the “**Sanctuary-Kit Carson Road**”). The typical configuration



of the Sanctuary-Kit Carson Road shall be a paved twenty two (22') road section with one foot (1') shoulders depicted on the drawing attached as **Exhibit E**. The Sanctuary-Kit Carson Road shall be designed, constructed, and operated to be a "park friendly" road with posted speed limit not to exceed 25 miles per hour.

F. Trails: A regional, multi-use trail, suitable for hikers, bikers and equestrians, shall be constructed on the east and north sides of the New Daniels Park Road and connecting into trail systems and facilities in and around the CPP-DPR Connector, including an underpass at the CPP-DPR Connector, as depicted on **Exhibits B-1 through B-5 ("Regional Trail System")**. A historic trail system, roughly aligning with the Territorial Road and oriented more towards public enjoyment of the natural and historic character of Daniels Park, shall be constructed on the west and south sides of the New Daniels Park Road, as depicted on **Exhibits B-1 through B-5 ("Historic Territorial Road")**.

G. Parking Lots & Other Amenities: Parking lots, with trail connections and trail crossings over the New Daniels Park Road, shall be constructed, as approximately sized, configured, and located on **Exhibits B-1 through B-5**. Area A, shown on **Exhibit B-2**, shall be a trailhead for the Regional Trail System, and a picnic and recreation area. In Area A, a Douglas County Sheriff's substation may, at the discretion of Douglas County, be constructed, in conjunction with restroom facilities; provided that there is no outdoor vehicle or equipment storage (other than ordinary vehicle parking) and no maintenance yard, and the substation is attached to the restrooms and does not exceed five hundred (500) square feet in floor area. Other improvements and amenities depicted on **Exhibits B-1 through B-5** and elsewhere in the Master Plan will be constructed or installed as and when deemed appropriate by the Parties and as otherwise provided in this Agreement.

H. Bison Fence & Underpass: Existing bison fence shall be relocated and replaced, with a quality of materials and construction as needed to assure containment of bison in Daniels Park, to accommodate the new alignments and locations of roads, trails, and parking lots, as generally depicted on **Exhibits B-1 through B-5**. As part of the construction of the New Daniels Park Road, a new bison underpass shall be constructed as shown on **Exhibit B-5**.

I. The "Project": Collectively, the improvements specified in this section 1 shall be referred to in this Agreement as the "**Project**".

2. **Allocation of Responsibilities and Costs**: Responsibilities and costs for the Project shall be allocated so:

A. Douglas County: The design, construction, installation, operation, maintenance, repair, and replacement of the following elements of the Project, and all costs and expenses associated therewith, shall reside solely with Douglas County:

1) All road improvements for the CPP-DPR Connection, the New Daniels Park Road, the Sanctuary/Kit Carson Road, and the re-establishment of the connection (graded access drive with a gravel surface) from New Daniels Park Road to the parking lot at the Overlook Shelter, including but not limited to: surveying; removing old roadway; removing and relocating bison fence; clearing, grubbing and site preparation; grading, excavation, and import fill; aggregate base; asphalt; guard rails; shoulder work; curb and gutter or other improvement designed to restrict off-road movement; retaining walls; drainage and erosion control; bridges and culverts; underpasses (bison and trails); crosswalks and refuge islands; traffic signage; bollards; traffic calming devices; emergency phone system; striping; and natural vegetation restoration in all areas disturbed by construction activity. (After construction by Douglas County and acceptance by Denver, the access drive to the Overlook Shelter will be operated, maintained, and repaired by Denver.) Both parties shall coordinate their respective design and construction efforts to achieve continued access to the Shelter House.

2) The Regional Trail System, with at least one trail at least eight feet (8') in width, and the parking lot to be located on the east side of the New Daniels Park Road (Area C of **Exhibit B-3**), and the parking lots next to the CPP-DPR Connection (Area A of **Exhibit B-2**), including but not limited to: surveying; clearing, grubbing and site preparation; grading, excavation, and import fill; aggregate base; asphalt and concrete work (where appropriate); sidewalks; handicapped parking; retaining walls; drainage and erosion control; culverts; traffic and trail signage; bollards; traffic calming devices; striping; benches; picnic facilities; lighting; and landscaping and natural vegetation restoration in all areas disturbed by construction activity.

3) Restrooms, picnic facilities, water supply and utilities, and other amenities near the CPP-DPR Connection (Area A of **Exhibit B-2**).

4) Bison fence replacement or repair, including any gate accesses, on the east and north sides of the New Daniels Park Road and north of the CPP-DPR Connection. (After installation by Douglas County and acceptance by Denver, the bison fence shall be operated, maintained, and repaired by Denver.)

B. Denver: The design, construction, installation, operation, maintenance, repair, and replacement of the following elements of the Project, and all costs and expenses associated therewith, shall reside solely with Denver:

1) The Historic Territorial Road (as a trail), the parking lot to be located at the existing Overlook Shelter (Area B of **Exhibit B-2**), the southerly parking lot to be located on the west side of the New Daniels Park Road (Area C of **Exhibit B-3**), the middle parking lot to be located on the west side the New Daniels Park Road (Area D of **Exhibit B-4**), and the northerly parking lot to be located on the west side of the New Daniels Park Road (Area E of **Exhibit B-5**), including but not limited to: surveying; clearing, grubbing and site preparation; grading, excavation, and import fill; aggregate base; asphalt and concrete work (where appropriate); sidewalks; handicapped parking; retaining walls; drainage and erosion control; culverts; traffic and trail signage; bollards; traffic calming devices; striping; benches; picnic facilities; lighting; and landscaping and natural vegetation restoration in all areas disturbed by construction activity.

2) Restrooms, picnic facilities, and other amenities at the existing Overlook Shelter (Area B of **Exhibit B-2**), to the extent that Denver decides that existing facilities need to be replaced or upgraded, and the operation, maintenance and repair of the access drive to the Overlook Shelter, once constructed by Douglas County and accepted by Denver.

3) Any entry monuments to Daniels Park and any entry ways to the Florence Martin Ranch and Tall Bull Memorial Grounds.

4) The existing bison fence, including gate accesses, on the south and west side of the New Daniels Park Road, and operation, maintenance and

repair on the bison fence installed or repaired by Douglas County and accepted by Denver.

C. Other Revenue Sources: The Parties agree to cooperate in trying to identify and seek supporting revenue sources, including state and federal funds and neighboring property owners such as the Sanctuary Golf Course, to assist in paying for the Project. The receipt and expenditure of said revenues for improvements specifically identified in this Agreement may reduce, but shall not increase, the respective responsibilities for costs as allocated under this section 2.

3. Phasing and Project Coordination: The Parties acknowledge and agree that the Project will likely have to be designed and constructed in phases, depending upon availability and timing of funds. Notwithstanding this, the Parties acknowledge and agree that the completion of the entire Project is a critical part of the consideration for this Agreement and that the Parties shall act in good faith and in a coordinated manner in making continuous efforts to fund and complete the Project, in all of its phases, within seven (7) years of the effective date of this Agreement.

A. Phase I. At a minimum, Phase I of the Project shall consist of the design and construction of the following improvements that shall be solely the responsibility and costs of Douglas County: 1) the CPP-DPR Connector (**Exhibit C**), 2) that portion of the New Daniels Park Road running from the intersection with the CPP-DPR Connector to a point one hundred feet (100') beyond the intersection with the proposed drive access to the existing Overlook Shelter, along with re-establishment of the connection to the existing parking lot at Overlook Shelter (Area B of **Exhibit B-2**), 3) the Sanctuary-Kit Carson Road, and 4) the parking lot, restrooms, picnic facilities, and related amenities for Area A (**Exhibit B-2**) ("**Phase I Improvements**"). Subject to the *force majeure* provision in sub-section 7.J. below, the Phase I Improvements shall be completely designed no later than one (1) year following the effective date of this Agreement and completely constructed no later than four (4) years following the effective date of this Agreement.

B. Subsequent Phases: The subsequent phase or phases shall consist of the remaining portion of the New Daniels Park Road along with the trails, parking lots, and associated amenities. Within one (1) year of the effective date of this Agreement, the

Manager of the Denver Parks and Recreation (the “**Manager**”) and the Douglas County Public Works Department Director of Engineering Services (the “**Director**”) shall develop a Memorandum of Understanding (“**MOU**”) with a phasing plan and time schedule for all improvements not specified for construction in Phase I (“**Remaining Improvements**”). Through the MOU, the Manager and the Director shall coordinate the design and construction of these Remaining Improvements and may agree to arrangements whereby said Remaining Improvements may be designed and constructed by joint means, with each Party to pay its own expenses and costs as set forth in this Agreement. Subject to the *force majeure* provision in sub-section 7.J. below, the Remaining Improvements shall be completely designed no later than four (4) years following the effective date of this Agreement and fully constructed no later than seven (7) years following the effective date of this Agreement.

4. **Coordination, Design & Construction:**

A. Liaison and Coordination: The Parties agree that cooperation and collaboration are vital to the successful completion of the design and construction of the Project. To this end, the Parties agree to undertake and support the following liaison and coordination measures:

1) *Construction Manager:* Douglas County shall appoint or retain, and shall be responsible for directing and overseeing, a construction manager, with appropriate engineering credentials and experience, to manage the design and construction of the Phase I Improvements to final completion and acceptance by Douglas County and Denver (the “**Construction Manager**”). Construction management for the Remaining Improvements in subsequent phases, in substantial conformance with the coordination and cooperation provisions of this section, shall be arranged in the future by mutual agreement of the Manager and the Director. The Construction Manager shall be directly responsible and accountable for managing Phase I of the Project to completion and shall be responsible for the review of all design documents and survey materials associated with the Project, including but not limited to road configuration and location, site access, storm drainage, structural elements, utilities, traffic, public information, review and approval of bid documents, contract management, final design reports, cost estimates, and prevailing wage compliance. If the Construction Manager is a private

entity, then an individual person employed by said entity shall be designated by written notice to Douglas County and Denver to be the authorized representative and liaison for the Construction Manager.

2) *Douglas County Representative:* The Director has the authority and is responsible for carrying out Douglas County's design and construction obligations and responsibilities under this Agreement, including oversight and administration of the Construction Manager. The Director shall designate by written notice to Denver and the Construction Manager an employee of the Douglas County Department of Public Works, Engineering Services, to act as the authorized representative and liaison for Douglas County with respect to the performance of the obligations and responsibilities under this Agreement (**"DC Rep"**). This DC Rep may be changed by the Director at any time by providing written notice to Denver and the Construction Manager.

3) *Denver Representative:* The Manager has the authority and is responsible for carrying out Denver's design and construction obligations and responsibilities under this Agreement. The Manager shall designate by written notice to Douglas County and the Construction Manager an employee of the Denver Department of Parks and Recreation or the Denver Department of Public Works to act as the authorized representative and liaison for Denver with respect to the performance of the obligations and responsibilities under this Agreement (**"Denver Rep"**). This Denver Rep may be changed by the Manager at any time by providing written notice to Douglas County and the Construction Manager.

4) *Cooperation and Coordination:* Douglas County agrees to cooperate and coordinate with Denver and keep the Denver Rep fully and timely informed as to the progress of Phase I of the Project. In addition, Douglas County shall require the Construction Manager to cooperate and coordinate fully and timely with Denver through the Denver Rep with respect to the progress of Phase I of the Project. In order to assure this cooperation and coordination, the DC Rep shall provide to the Denver Rep, well in advance of any critical decisions or approvals, copies of all communications and documents, generated by or on behalf of Douglas County or by or for the use of the Construction Manager, regarding design and construction; legal descriptions, survey

drawings, and/or land survey plats; and Project-related meetings and presentations, including any field consultations or evaluations. Any changes, delays, or site construction problems shall also be timely communicated to the Denver Rep. A substantially similar system of mutual cooperation and coordination shall be set forth in an MOU between the Manager and the Director for subsequent phases of the Project.

B. Design:

1) *Approvals:* All design documents for the Project and any changes to said design documents are subject to the prior review and approval by the DC Rep and the Denver Rep, which approvals shall not be unreasonably withheld provided that the design documents are in accordance with the Master Plan, satisfy the requirements and conditions of this Agreement, and meet the standards described below.

2) *Standards:* All designs for road, trail, and parking lot improvements to be made by Douglas County shall be done in accordance with Douglas County standards for such improvements, unless otherwise specified in the Master Plan or this Agreement. A copy of the Douglas County standards applicable to the Project shall be provided to the Denver Rep. All designs for trail and parking lot improvements to be made by Denver shall be done in accordance with Denver standards for such improvements, unless otherwise specified in the Master Plan or this Agreement. A copy of the Denver standards applicable to the Project shall be provided to the DC Rep. The design for all other improvements which have a visual impact (more specifically, restrooms, new picnic facilities, trail and interpretive signs, landscaping and natural vegetation, entry monuments and entry ways, site furniture, and non-bison fences) shall be based on standards mutually agreed upon by the Manager and the Director and in accordance with the Master Plan and this Agreement; provided, however, if one of the Parties insists on a design for one or more of these “visual impact” improvements that results in a substantially increased construction or maintenance costs (beyond what is minimally contemplated by this Agreement or the Master Plan), then the increased costs shall be borne by that Party. The design for the bison fence shall be in accordance with standards set by Denver. The bison underpass shall be designed, subject to approval by Denver, to provide for safe, free range passage of bison year round, weather permitting.

3) *Phase I:* Within one year of the effective date of this Agreement and prior to any earth-disturbing work being commenced on site, a complete and stamped set of design documents for Phase I Improvements shall be prepared and reviewed by the DC Rep, and then submitted to the Denver Rep for review and approval in accordance with paragraphs B.1) and 2) of this Section 4. The Denver Rep shall have forty-five (45) calendar days to complete the review and a) tender written approval of the design documents; or b) provide a written list of deficiencies in the design documents that fail to meet the standards outlined in paragraphs B.1) and B.2) of this Section 4; with a written explanation of this determination attached. All deficiencies must be remedied or otherwise resolved to the reasonable satisfaction of the Denver Rep or design documents must be modified to comply with the Master Plan, this Agreement, and/or Douglas County standards before a corrected set of design documents are re-submitted to the Denver Rep for review. The DC Rep and the Denver Rep shall make diligent efforts to communicate with each other and to utilize available resources to resolve any disagreements. In the event that communications fail to resolve disagreements, a written description of the point or points of dispute shall be jointly prepared by the DC Rep and the Denver Rep and submitted to the Director and the Manager for consideration and resolution.

4) *Subsequent Phases:* A mutual review and approval process substantially similar to that for Phase I shall be devised by the Manager and Director and set forth in an MOU for subsequent phases of the Project.

C. Construction:

1) *Contractor:* Unless Douglas County or Denver elects to perform construction work through use of its own employees and equipment, Douglas County or Denver shall be individually responsible for bidding and letting out the construction work for which each is responsible under this Agreement and contracting with qualified and experienced contractors to perform said construction work. With respect to construction work that Douglas County and Denver will undertake for the Remaining Improvements for subsequent phases of the Project (that is, improvements not included in Phase I), the Director and Manager may agree, at their individual discretions, to jointly bid and let out this work and jointly or separately contract with a contractor or



group of contractors, so long as each Party pays its own respective expenses and costs as set forth in this Agreement.

2) *Commencement*: No on-site construction work, including clearing, grading, or excavation, shall commence unless and until the design documents have been approved by both the DC Rep and the Denver Rep and 100% stamped construction plans are prepared and ready for the contractor(s).

3) *Operation Plan*. No construction work on any existing roads or driveways or any construction requiring closure or traffic restrictions on any existing roads or driveways shall occur unless and until a detailed plan is prepared and approved by both the DC Rep and the Denver Rep adequately addressing the following: a) public notices of impending construction activity, b) lane restrictions, detours and road closures, c) barricades and warning signs, d) dust and erosion control, e) management of construction vehicle traffic; and f) staging, equipment and materials storage areas (“**Operation Plan**”). The Operation Plan shall recognize, and appropriately consider, that the construction work to be performed is occurring in a park with significant natural, geological, and wildlife features that must be preserved and protected. Failure by a Party or the Party’s contractor(s) to substantially comply with said Operation Plan shall be legal grounds under this Agreement for construction work to be ordered to cease or to be restricted, as deemed appropriate by the non-violating Party, until compliance with the Operation Plan is achieved and any damage or harm resulting from noncompliance is appropriately remedied by the violating Party.

4) *Applicable Laws*: With respect to its own construction responsibilities, each Party shall be responsible for obtaining and maintaining, or causing to be obtained and maintained, all required permits, licenses or other governmental authorizations and approvals necessary to perform the construction work and to complete the Project and shall, at all times during construction, ensure or cause to be ensured compliance with all laws, statutes, rules, regulations, and orders as well as the terms and conditions of this Agreement. To the extent applicable, both Parties shall conform with the requirements of the federal Americans with Disabilities Act and any other federal or state laws requiring access for the disabled to public accommodations. Failure to substantially comply with the requirements of this paragraph shall be legal grounds under

this Agreement for construction work to be ordered to cease or to be restricted, as deemed appropriate by the non-violating Party, until compliance is achieved and any penalties or fines are paid by the violating Party.

5) *Environmental Compliance:* Each Party shall obtain all federal, state, and local environmental permits necessary for that Party's portion of the Project and shall comply with all applicable federal, state, and local environmental permit requirements applicable to the Project. Both Parties shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the Project (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "**Hazardous Materials**" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

6) *Noise, Water and Air Pollution:* Both Parties shall take all reasonable measures to minimize and control noise, water and air pollution, water discharges, and soil erosion resulting from activities associated with the Project and to avoid adverse impacts to Daniels Park, wherever possible, as a result of noise, water and air pollution, water discharges, and soil erosion resulting from activities associated with the Project.

7) *Insurance, Bonds, and Indemnification:* With respect to its own construction responsibilities, each Party shall obtain and maintain, or require the contractor(s) and subcontractor(s) to obtain and maintain, a) insurance in the amounts and types of coverages appropriate for the Project and each phase of the Project and b) one hundred percent (100%) payment and performance bonds from an acceptable surety.

Each Party shall be named as additional insureds on all insurance coverages, except professional liability coverage, and each Party shall be named as a dual obligee on all bonds. In addition, all contractor(s) and subcontractor(s) shall be required to include an indemnification and "hold harmless" clause, approved by and for the benefit of Denver and Douglas County, to protect both Parties against claims, actions, and demands arising from or related to the work performed by the contractor(s) and subcontractor(s). Failure to comply with the requirements of this paragraph shall be legal grounds under this Agreement for construction work to be ordered to cease or to be restricted, as deemed appropriate by the non-violating Party, until compliance is achieved and any unpaid claims are resolved by the violating Party. The obligations set out in this paragraph shall survive the termination of this Agreement.

8) *Warranties*: Douglas County and Denver shall obtain warranties and guarantees for all construction work it contracts and shall designate Denver or Douglas County, as appropriate, as an additional express beneficiary for enforcing all warranties and guarantees. The obligations set out in this paragraph shall survive the termination of this Agreement.

9) *Prevailing Wages*: The Parties acknowledge and agree that all construction work performed by contractor(s) or subcontractor(s) in connection with the Project must comply with the prevailing wage requirements of Section 20-76 of the Denver Revised Municipal Code. Douglas County shall include a prevailing wage provision, as prescribed by Denver, in each and every contract with a contractor or subcontractor. As a result, Douglas County and its contractor(s) or subcontractor(s) agree to cooperate fully with the Denver Auditor's Office in implementing, administering, and enforcing all applicable requirements of Section 20-76, D.R.M.C. Failure to comply with the requirements of this paragraph shall be legal grounds under this Agreement for construction work to be ordered to cease or to be restricted, as deemed appropriate by Denver, until compliance is achieved and any unpaid claims are resolved.

10) *Liens & Claims*: Douglas County and Denver shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than thirty (30) days upon any Denver-owned property or Douglas County-owned property, or any part thereof, by reason of any work or labor performed or

materials furnished by any person or legal entity to or on behalf of Douglas County or Denver, either pursuant to C.R.S. § 38-26-107 or by any other authority. Douglas County and Denver shall promptly pay when due, and shall require its contractor(s) and subcontractor(s) to pay when due, all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. Douglas County and Denver shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of Denver or Douglas County under this Agreement or to Denver's property in Daniels Park or Douglas County's property. Douglas County and Denver shall timely obtain and submit all documentation or other certifications necessary to demonstrate, to the satisfaction of the Denver Rep or the DC Rep, that all liens and claims for labor, materials, equipment, or other services or goods have been released and waived, and that all Denver-owned property or Douglas County-owned property is free of any potential liens or claims associated with construction work performed by or on behalf of Douglas County or Denver. Failure to comply with the requirements of this paragraph shall be legal grounds under this Agreement for construction work to be ordered to cease or to be restricted, as deemed appropriate by the non-violating Party, until compliance is achieved and any unpaid liens or claims are paid or otherwise resolved. The obligations set out in this paragraph shall survive the termination of this Agreement.

11) *Phase I:* Douglas County shall, during the Phase I construction, notify and give the Denver Rep an opportunity to attend and participate in all construction meetings. The Denver Rep shall be afforded full access to the construction site during construction. Douglas County will perform or cause to be performed all construction observation, testing and inspection as appropriate for the construction work and will provide the Denver Rep with copies of the results of all such observations, testing and inspections. At its own expense, Denver may also perform periodic construction observation, testing and inspection. Douglas County will ensure that Phase I Improvements are constructed in accordance with the design documents and construction plans approved in accordance with Section 4.B.1) & 2), and that no material changes to the approved design documents and construction plans will occur during construction, unless approved in advance and in writing by the Denver Rep. Requested

changes that are not rejected in writing within ten (10) days of actual receipt by the Denver Rep shall be deemed approved. Failure to request approval or to comply with rejections for material changes shall be legal grounds under this Agreement for construction work to be ordered to cease or to be restricted, as deemed appropriate by the Denver Rep, until such approval is obtained or the unapproved work is corrected. Douglas County shall provide the Denver Rep with written notification of substantial completion in order that the Denver Rep may participate in all punch list reviews and sign off on the Phase I Improvements. Douglas County shall provide the Denver Rep with written notification of final completion in order that the Denver Rep may inspect the Phase I Improvements as constructed and verify that the Improvements have been constructed in accordance with the approved design documents and construction plans and any approved changes, and are at final completion. Fully detailed and stamped "as built" construction plans will be provided to the Denver Rep within sixty (60) days following the Denver Rep's final inspection. Fully detailed and stamped surveys in conformance with the "as built" plans and in accordance with the ownership requirements set forth in section 5 below shall be submitted to the Denver Rep at the same time.

12) *Subsequent Phases:* A mutual process for construction review and approval substantially similar to that for Phase I shall be devised by the Manager and Director and set forth in an MOU for subsequent phases of the Project.

13) *Bison Fence:* Any replacement bison fence shall be constructed and made fully functional to contain bison on site before any old bison fence is removed or otherwise made non-functional. The Denver Rep must approve replacement bison fence before old bison fence is removed or made non-functional.

**5. Ownership, Maintenance, Liabilities, Signage, Utilities, and Use:**

A. Ownership and Maintenance of Improvements: Subject to this section 5, each Party shall own, maintain and repair any improvements paid for by that Party, except 1) any new construction or installations or major replacements shall be performed as provided in sub-section 5.C. below, and 2) the bison fence and the access drive to the Overlook Shelter parking lot shall be owned and maintained by the City, even though paid for by Douglas County. Each Party shall endeavor to maintain its improvements in good condition and shall replace improvements or make new

improvements, as needed, in a manner that is in accordance with this Agreement and the Master Plan. Ownership of improvements, and related maintenance and repair rights, do not necessarily coincide with ownership of the land underlying the improvements, as such ownership is described in sub-section 5.B below.

B. Ownership of Land Underlying Improvements: As noted in the recitals above, Daniels Park is a park owned and operated by Denver but is crossed, from south to north, by an old Colorado territorial road now known as Daniels Park Road owned and operated by Douglas County. By this Agreement, a substantial portion of Daniels Park Road is being relocated and a new road connection from Daniels Park Road to Castle Pines Parkway is being established. In the interest of recognizing and respecting the status of Daniels Park as a designated park under section 2.4.5 of the Denver City Charter while affirming Douglas County's right to operate Daniels Park Road, the Parties agree that the respective property interest of each Party shall be as provided herein:

1) *CPP-DPR Connection*: The land underlying the CPP-DPR Connection is, for the most part, currently owned by Denver and shall be totally owned by Denver after the construction of the CPP-DPR Connection. Nevertheless, Douglas County may regard the CPP-DPR Connection as being a county road and may make take official actions based on the CPP-DPR Connection being a county road. Upon complete construction of the CPP-DPR Connection and submittal of "as-built" plans and surveys acceptable to Denver, Douglas County will be granted a perpetual, non-transferable license to utilize Denver property not subject to easement for the constructed roadway area as generally depicted on **Exhibit C** and as ultimately shown on the accepted "as built" plans and surveys ("**Licensed Roadway Area**") subject to the terms and conditions of this Agreement and the Master Plan. The Licensed Roadway Area shall have a typical cross-section no wider than necessary to accommodate maintenance and operation of road features and structures such as entry ways with medians, road and driveway intersections, bike lanes, turn lanes, trail crossing islands, road drainage ditches and culverts, retaining structures for slopes created by cut and fill, and a five (5) foot width off either paved edge of the road surface for utilities and drainage (no areas for parking lots or trails shall be included), as ultimately shown on the accepted "as built" plans and

surveys. Construction licenses and staging areas shall be defined and agreed to by the Denver Rep and the DC Rep, in writing, in advance of commencement of the work.

2) *New Daniels Park Road*: The New Daniels Park Road, as defined in sub-section 1.D. above, will be situated in part within the historical location of the territorial road owned by Douglas County and will be relocated in part to locations in Daniels Park owned by Denver. The Parties agree to engage in a land exchange that will result in the New Daniels Park Road being located within a right of way to be owned by Douglas County with the old territorial road being relinquished to Denver, as provided herein. Upon complete construction of the full length of the New Daniels Park Road and submittal of “as-built” plans and surveys acceptable to Denver, the Parties shall arrange for the simultaneous exchange of real property by which a) Denver will quit claim to Douglas County a fee title right of way (for road use only) for the entire length of the New Daniels Park Road, with a typical cross-section of twenty-six feet (26’) in width and otherwise no wider than necessary to accommodate maintenance and operation of road features and structures such as entry ways with medians, road and driveway intersections, turn lanes, trail crossing islands, road drainage ditches and culverts, retaining structures for slopes created by cut and fill, and a five (5) foot width off either paved edge of the road surface for utilities and drainage (no areas for parking lots or trails shall be included), as ultimately shown on the accepted “as built” plans and surveys (“**Deeded NDPR Area**”); and b) Douglas County will vacate by ordinance or resolution or quitclaim by deed, as permitted by law, all roadway right of way and other related real property interests that Douglas County currently claims title to within Daniels Park, including the existing Daniels Park Road (except as provided in paragraph 5.B.3 below) (“**Relinquished DPR Area**”). Through the use of escrow or title company services mutually acceptable to the Manager and Director, the deed for the Deeded NDPR Area and the deed or executed vacation ordinance or resolution for the Relinquished DPR Area will be simultaneously exchanged, with the deed or executed vacation ordinance for the Relinquished DPR Area being recorded immediately before the deed for the Deeded NDPR Area in the records of the Douglas County Clerk and Recorder’s Office. Neither Party shall unreasonably withhold performance of this land exchange; provided, however, no Party is required to perform if the other Party is in breach or default under this

Agreement or has, by comments or actions, shown an intent to breach or default under this Agreement. Construction licenses and staging areas shall be defined and agreed to by the Denver Rep and the DC Rep, in writing, in advance of commencement of the work.

3) *Sanctuary-Kit Carson Road*: The Sanctuary-Kit Carson Road, as defined in sub-section 1.E. above, will be situated in part within the historical location of the territorial road and/or the right of way decree recorded on April 21, 1998, at Book 1538, Page 913 of the Douglas County Clerk and Recorder's records and will be situated in part in Daniels Park owned by Denver. Upon complete construction of the full length of the Sanctuary-Kit Carson Road and submittal of "as-built" plans and surveys acceptable to Denver and as part of the land exchange provided in paragraph 5.B.2) above, Douglas County will retain ownership of that part of the territorial road and the right of-way cited above in which the Sanctuary-Kit Carson Road is actually situated and Denver will quit claim to Douglas County a fee title right of way (for road use only) for the remaining portions of the Sanctuary-Kit Carson Road situated in Daniels Park, with a typical cross-section of twenty-four feet (24') in width and otherwise no wider than necessary to accommodate road features and structures, as ultimately shown on the accepted "as built" plans and surveys. Construction licenses and staging areas shall be defined and agreed to by the Denver Rep and the DC Rep, in writing, in advance of commencement of the work.

4) *Park Facilities*: The land that will underlie all trails, parking lots, rest rooms, any Douglas County Sheriff's substation, and other park and recreational amenities and improvements ("**Park Facilities**"), as shown in this Agreement and the Master Plan, is currently owned by Denver and shall continue to be owned by Denver after the construction of these Park Facilities.

C. Operation, Maintenance, Repair, New Construction and Installations, and Replacements:

1) *CPP-DPR Connection*: Douglas County shall have the right to operate, maintain, and repair the roadway improvements for the CPP-DPR Connection, as and when needed. Any new construction or installations or major replacements, beyond what is on the approved "as-built" plans, shall require the prior, written permission of the Manager and shall be performed in accordance with sub-section



4.C above. Any construction, installations, maintenance, repairs, or replacements outside the Licensed Roadway Area for the CPP-DPR Connection shall require the prior, written permission of the Manager and possibly approval by the City Council (if required by City Charter) and a Temporary Construction and Access Permit ("TCAP") issued by the Denver Department of Parks and Recreation.

2) *New Daniels Park Road & Sanctuary-Kit Carson Road:* As long as the existing Daniels Park Road or any part of this Road exists and is in use for motor vehicle traffic, Douglas County shall maintain and repair this Road. Upon the opening of any segment of the New Daniels Park Road, any part of the existing Daniels Park Road not needed to connect the New Daniels Park Road to the northerly boundary of Daniels Park and not needed for the Sanctuary-Kit Carson Road or for driveways or parking lots as shown on **Exhibits B-1 through B-5** shall be closed by Douglas County by barricades and other means to prevent motor vehicle access and all traffic signs on the closed roadway shall be removed, all in a manner mutually satisfactory to the Denver Rep and the DC Rep. Upon any such closure, Douglas County's maintenance and repair obligations shall be transferred from the closed roadway to the newly opened segment of the New Daniels Park Road. Prior to the land exchange provided in paragraph 5.B.2) above, Douglas County may treat the New Daniels Park Road as a county road and may make take official actions based on the New Daniels Park Road being a county road. Prior to the land exchange provided in paragraph 5.B.2) above, Douglas County may maintain and repair the New Daniels Park Road and the Sanctuary-Kit Carson Road without any permission from Denver; however, any new construction or installations or major replacements, beyond what is on the approved "as-built" plans, on the New Daniels Park Road or the Sanctuary-Kit Carson Road shall require the prior, written permission of the Manager and shall be performed in accordance with sub-section 4.C. above. Once the land exchange is completed, new construction or installations and major replacements, along with maintenance and repair, may be performed by Douglas County without the permission of Denver and not subject to the restrictions of sub-section 4.C. above, provided that said construction, installations, or replacements are otherwise in accordance with this Agreement and the Master Plan. Any construction, installations, maintenance, repairs, or replacements outside the Deeded NDPR Area of the New

Daniels Park Road or the Sanctuary-Kit Carson Road shall require the prior, written permission of the Manager and possibly approval by the City Council (if required by City Charter) and a TCAP issued by the Denver Department of Parks and Recreation.

3) *Park Facilities:* Douglas County shall have the right to operate, maintain, and repair the Park Facilities it pays for, to the extent provided in this Agreement. Once the Park Facilities are constructed or installed in accordance with this Agreement, any new construction or installations or replacements of the same shall require the prior, written permission of the Manager and a TCAP issued by the Denver Department of Parks and Recreation.

D. Financial Interests and Liability:

1) *Financial Interests:* The Parties agree and covenant that any financial interests created in, or used to secure payment for the costs of their respective parts of the Project, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude all property title, rights and interests held by the other party from such debt or financial security contained in such financial instruments. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s), which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement..

2) *Liability:* Notwithstanding any provision or implication of this Agreement to the contrary, at no time shall Denver have any responsibility or liability of any sort for damages, claims, or costs arising from accidents, injuries, defects, system failures, or improper or negligent care associated with or caused by the design, operation, construction, maintenance, or repair of the CPP-DPR Connection, existing Daniels Park Road, the New Daniels Park Road, or the Sanctuary-Kit Carson Road or any Park Facilities owned by Douglas County. Likewise, at no time shall Douglas County have any responsibility or liability of any sort for damages, claims, or costs arising from accidents, injuries, defects, system failures, or improper or negligent care associated with or caused by the design, operation, construction, or repair of any Denver-owned improvements located on any Douglas County-owned property.

E. Signage: Excessive signage is discouraged. Traffic signs along roadways may be installed by Douglas County, as required by the MUTCD and Douglas County, on Denver-owned property in Daniels Park. Directional or interpretive signs, including trail signs and monuments, shall conform with the Master Plan, and any such signage to be located by Douglas County on Denver-owned property in Daniels Park must be approved in advance by the Denver Rep. An area just outside the intersection of the Sanctuary-Kit Carson Road and the New Daniels Park Road, as approved by the Denver Rep, may be utilized for the installation of a sign, consistent with other monument signage as indicated in the Master Plan, not to exceed size limits as identified in the Douglas County Sign Code, that identifies, and directs traffic to, the Sanctuary Golf Course and the Kit Carson Memorial. A drawing showing the style and wording of the sign shall be submitted in advance for approval by Douglas County and the Denver Rep.

F. Utilities: Dry and wet utilities may be located, at the discretion of Douglas County, within the Licensed Roadway Area for the CPP-DPR Connection, the Deeded NDPR Area for the New Daniels Park Road, and the right of way for the Sanctuary-Kit Carson Road in the manner and subject to the requirements and conditions as Douglas County may impose on such utilities, except that all utilities must be located underground. Any proposal to locate utilities elsewhere in Daniels Park shall be subject to the Utility Policy adopted by the Denver Department of Parks and Recreation. Douglas County agrees to make every reasonable effort to have such utilities installed, or conduit for future utilities installed, by the utility providers at the time that the CPP-DPR Connection and the New Daniels Park Road are constructed. Evidence of this effort shall be contained in the design documents submitted for Denver's review and approval and in communications with the utility providers which shall be shared with the Denver Rep. In addition, Douglas County and Denver shall make every reasonable effort to work with the utility provider to relocate, as necessary, the existing gas line installed in the easement created by a decree recorded February 4, 1998, at Book 1508, Page 2238 of the Douglas County Clerk and Recorder's records, into the Licensed Roadway Area of the CPP-DPR Connection and to protect and assure a continued connection for the natural gas service line running to the caretaker's house in Daniels Park, as said line is provided for in

paragraph 10 of the above-cited decree. At Denver's option, any utilities installed under CPP-DPR Connection shall be extended to, and made available for public use, in Area A (**Exhibit B-2**). Any utilities installed under the New Daniels Park Road, not including the gas line to the caretakers house, shall be extended to, and made available for public use, in Area B (**Exhibit B-2**), Area C (**Exhibit B-3**), Area D (**Exhibit B-4**), and Area E (**Exhibit B-5**). Extension of the utilities includes installing the utility lines or pipes into the specified Areas to the location where the utility services would be utilized by the public. Such extensions shall be made at no cost to Denver. The cost of utility services at Area A shall be paid by Douglas County. The cost of the utility services provided from extensions along the New Daniels Park Road shall be paid or shared as agreed by the Director and Manager in a separate MOU.

G. Uses: The Parties agree that no uses, activities, or conduct shall be authorized, allowed or tolerated in the geographic areas subject to this Agreement that are inconsistent with or detrimental to the intent and purposes of this Agreement or the Master Plan. Other than the CPP-DPR Connection and access to the Sanctuary Golf Course, all improvements contemplated under this Agreement and the Master Plan shall be managed, operated, and controlled to directly benefit or serve the citizens of Denver and Douglas County in the enjoyment of and access to the natural character, scenic beauty, and recreational opportunities that are or will be especially available at Daniels Park.

**6. Park Permitting and Regulation and Law Enforcement.**

A. Park Permitting: All permitting for park or recreational events and picnic facility reservations at Daniels Park, including for Park Facilities constructed by Douglas County, shall be subject to the Denver park permitting process, unless and until an MOU is entered between the Manager and the Director specifying the terms and conditions by which Douglas County may assume or share such park permitting responsibility.

B. Park Rules and Regulations: Denver and Douglas County acknowledge and agree that it is of vital importance that the Parties develop a coordinated system of regulating and controlling public behavior and activities with respect to the park and recreational uses of trails, parking lots, picnic facilities, restrooms, and other

park and recreational amenities provided for in this Agreement and the Master Plan. To that end, Denver and Douglas County agree as follows:

1) *Douglas County Rules & Regulations*: Denver and Douglas County agree that the Rules and Regulations for Douglas County Parks, Trails, and Open Space, as adopted in Resolution No. R-005-033 on March 15, 2005, and attached hereto as **Exhibit F** ("DC Rules and Regulations"), shall be applicable to trails, parking lots, picnic facilities, restrooms, and other park and recreational amenities provided for in this Agreement and the Master Plan. Douglas County shall have the authority and shall endeavor, subject to available funds and resources and its authority under law, to implement and enforce the DC Rules and Regulations to the same extent as it does in other parks, trails, and open space under the jurisdiction of Douglas County. Notwithstanding any provision of the DC Rules and Regulations to the contrary, hunting, fireworks, camping, and alcohol beverages (other than 3.2 beer) are not permitted in Daniels Park. The DC Rules and Regulations shall not be applicable to Denver city officials, employees, agents, fire or law enforcement personnel, or contractors acting within the scope of their employment or authority to operate and maintain the park, including enforcing rules, regulations and other laws, nor shall the DC Rules and Regulations be applicable to areas behind bison fence or in the Tall Bull Memorial Grounds of Daniels Park. Douglas County agrees to notify and solicit comments from the Manager prior to any significant revision, repeal, or replacement of the DC Rules and Regulations.

2) *Retained Manager Powers*: The Manager of Denver Parks and Recreation retains the right to the extent allowed by law to exercise all powers and authority assigned to the Manager by Part 4 of Article II of the Denver City Charter, and as provided in established Parks and Recreation policies, rules, and regulations, and to seek enforcement through the Denver Police and Denver Courts of the ordinances set forth in Article I of Chapter 39 of the Denver Revised Municipal Code, which powers and authority shall include but not be limited to: a) closing or restricting public access to or use of trails (including the Regional Trail and Trailhead, in consultation and agreement with Douglas County), parking lots, picnic facilities, restrooms, and other park and recreational amenities in Daniels Park, as well as all geographical areas of Daniels Park

not subject to this Agreement; b) preventing or penalizing for the destruction of or damage to park property; c) prohibiting camping or overnight occupancy; d) prohibiting fireworks, firearms, weapons, and gambling; e) imposing restrictions or bans on building fires; f) controlling sale and consumption of alcohol beverages; g) regulating sale of goods or services; h) controlling pets; and i) restricting motor vehicles in non-road areas. The Manager's rights shall not apply to roadways within Daniels Park that are maintained by Douglas County and subject to enforcement of traffic laws or to the Douglas County Sheriff's substation.

C. Law Enforcement: The Douglas County Sheriff's Office has the legal authority to enforce all federal, state, and Douglas County laws, including traffic laws, in Daniels Park. The Denver Police Department has the legal authority, under section 31-25-216, C.R.S., and the Denver City Charter, to enforce all Federal, State, and applicable Denver ordinances, including traffic laws, in Daniels Park. Douglas County and Denver may enter into a separate intergovernmental agreement regarding the provision of police and other emergency services in Daniels Park.

**7. General Provisions.**

A. Term and Termination: This Agreement shall become effective upon execution by both of the Parties and shall continue in effect until amended or terminated by mutual agreement of the Parties; provided, however, should Douglas County fail to appropriate or obtain the necessary funds for the entirety of Phase I within three (3) years of the effective date of this Agreement, this Agreement may be terminated by the Manager upon written notice to Douglas County.

B. Best Efforts: Douglas County and Denver agree to work diligently together and in good faith, using their best efforts to obtain or appropriate all funding necessary for the completion of the Project, to resolve any unforeseen issues and disputes, and to expeditiously review and approve submittals and affect an orderly progress towards the completed Project. The intent of the Parties is to expedite and not to delay the completion of the Project and to recognize the reasonable reliance of both Parties on the complete and satisfactory performance of this Agreement.

C. Appropriation: Notwithstanding any provision of this Agreement to the contrary except sub-section 7.A. and B. above, the Parties agree that the

rights and obligations under this Agreement are contingent upon all funds necessary for the Project being budgeted, appropriated and otherwise made available by the respective Parties. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party, except to the extent that capital improvement funds that are lawfully appropriated for the Project can be lawfully carried over to subsequent years.

D. Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

E. Examination of Records/Audit: The Parties agree that, for a period of at least three (3) years following each phase of the Project under this Agreement, any duly authorized representative of either Party, including the Denver Auditor or his designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Parties involving that phase of the Project and other activities related to this Agreement. Any Party shall be entitled to review and audit the Project or the performance of this Agreement at that Party's sole expense.

F. Applicable Law/Exercise of Authority: The Parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this Agreement or as may be subsequently enacted or adopted and applicable to this Project; provided, however, both Parties agree that neither Party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part, but otherwise this paragraph shall not limit the powers and authority of Douglas County and Denver.

G. No Discrimination In Employment: In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any

person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

H. Conflict of Interest: The Parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and Douglas County further agrees not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

I. Liability:

1) To the extent authorized by law, Douglas County shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Douglas County or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by Denver, or its officers, employees, and agents in connection with the subject matter of this Agreement.

3) Nothing in this sub-section 7.I. or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

J. Force Majeure: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party



such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

K. Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.

L. Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. No Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement with respect to the Project.

M. Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages, as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, consequential, or punitive damages. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause the termination of any rights or obligations under this Agreement.

N. Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the

applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver, and the applicable resolutions and ordinances of Douglas County, Colorado. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Douglas County, as the Party initiating the legal action may choose.

O. No Third Party Beneficiaries: 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 Douglas County and Denver; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of Douglas County and Denver that any person or entity other than Douglas County and Denver receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

P. Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.

Q. Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally, or by appropriate facsimile transmission (receipt verified by telephone), or by certified mail, return receipt requested, to the following:

To Douglas County:

Douglas County Public Works Department, Director of Engineering  
Services  
100 Third Street  
Castle Rock, CO. 80104

Douglas County Attorney  
100 Third Street  
Castle Rock, CO. 80104

To Denver:

Manager of Parks and Recreation  
Department of Parks and Recreation

City and County of Denver  
201 West Colfax Avenue, Dept. 601  
Denver, Colorado 80202

City Attorney  
City and County of Denver  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

R. Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire Agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

S. Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

T. No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

U. Severability: Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term or condition that will achieve the original intent and purposes of the Parties hereunder.

V. Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

W. Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind

the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement.

X.     Execution of Agreement: This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of Denver and Douglas County.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.  
SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

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

ATTEST:

CITY AND COUNTY OF DENVER

By: Stephanie Y. O'Malley

Stephanie Y. O'Malley, Clerk &  
Recorder, Ex-Officio Clerk of the  
City and County of Denver



[Signature]  
MAYOR

APPROVED AS TO FORM:

David R. Fine, Attorney for the  
City & County of Denver

By: Paul A. W. [Signature]

Assistant City Attorney

RECOMMENDED AND APPROVED:

By: [Signature]

Manager of Parks and Recreation

REGISTERED & COUNTERSIGNED:

By: Claude J. Pumilio

Manager of Finance

Contract Control No. XC8A010

By: [Signature]

Auditor

"DENVER"

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO,

BY: Melanie A. Worley  
MELANIE A. WORLEY, Chair

ATTEST:

Melissa Pellitier  
MELISSA PELLITIER  
Deputy Clerk



APPROVED AS TO CONTENT:

Douglas J. DeBord  
Douglas J. DeBord  
County Administrator

Date: 1/29/08

APPROVED AS TO LEGAL FORM:

Myron A. Clark  
Myron A. Clark  
Senior Assistant County Attorney

Date: Jan. 29, 2008

APPROVED AS TO FISCAL CONTENT:

Andrew Copland  
Andrew Copland  
Director of Finance

Date: 1/30/08

"DOUGLAS COUNTY"

# Daniels Park Master Plan



Prepared for:  
Douglas County &  
The City and County of Denver  
October, 2007

**EXHIBIT A**

# Contents

Daniels Park Overview	2
Project History & Goals	2-3
Regional Context Map	4
Park Zone Map	5
Site Photos	6
Site Analysis Map	7
Site Opportunities & Constraints Map	8
Conceptual County Road Improvement (Exhibit C)	9
Master Plan Components	10-15
Conceptual Master Plan (Exhibit B-1)	16
Entry Master Plan, Southern Entrance, Areas A & B (Exhibit B-2)	17
Overlook & Bison Viewing Site Plan, Area C (Exhibit B-3)	18
Riley Hill Overlook, Area D (Exhibit B-4)	19
Historic Barn Overlook, Area E (Exhibit B-5)	20
Intentionally left blank	21
Park Theming	22-23
Gateway to Daniels Park (Exhibit D)	24-25
Sanctuary Golf Course- Kit Carson Memorial Road (Exhibit E)	26
Historic Ranch Entrance	27
Signage	28
Traffic Calming	29-30



## **Daniels Park Overview**

Daniels Park is approximately 1000 acres in size and is located in Douglas County, South of Highlands Ranch and North of Castle Rock. Daniels Park Road follows the alignment of the First Colorado Territorial Road, a pre-1864 wagon and stage road leading south from Denver. The historic road bisects the park along the ridgeline at an elevation of 6,250 feet, offering spectacular views of the front range mountain peaks. The area now known as Daniels Park became part of the Denver Mountain Park System after Florence Martin donated the land to the City and County of Denver. Daniels Park is the only Denver Mountain Park in Douglas County.

The current park uses consist of picnicking at the southwestern edge of the park, and viewing of the Bison and the front range. The picnic area contains a historic stone picnic shelter designed by Denver architect Jules J.B Benedict in the 1920's, as well as, other scattered picnic sites along the edge of the ridge. Besides the picnic shelter, the park amenities currently open to the public; include two small outhouses that exist in the southern part of the park along with gravel parking areas. Daniel's Park Road is often used as a throughway, which presents problems with high speeds, poor sightline, erosion and dust since the road is unpaved.

Daniels Park is rich in history. It includes Colorado's first Territorial Road, the historic Florence Martin Ranch site, and the Kit Carson Memorial. The Florence Martin Ranch site was a 1920's-working ranch and summer home. It is a significant example of craftsman style rural architecture and was designated as a Denver Landmark historic district in 1995. Even today, the historic barn and silo present a dramatic scene from the park road. The Kit Carson Memorial commemorates the site of Kit Carson's last campfire in 1868. The Territorial Daughters of Colorado erected a stone memorial in 1923, which is located in the southern end of the park.

The remainder of Daniels Park, approximately 800 acres, contains a Bison herd and native wildlife, and offers great viewing opportunities of the animals in the high plains environment.

Daniels Park is also home to the Tall Bull Memorial site, which is approximately 70 acres in size and is located at the north end of the park. Native Americans use this site for activities that are an important part of their heritage. The Highlands Ranch Open Space Conservation Area (OSCA), Management Implementation Plan and a cultural overlay district help to buffer and protect this site from the impacts of increased growth.

## **Project History & Goals**

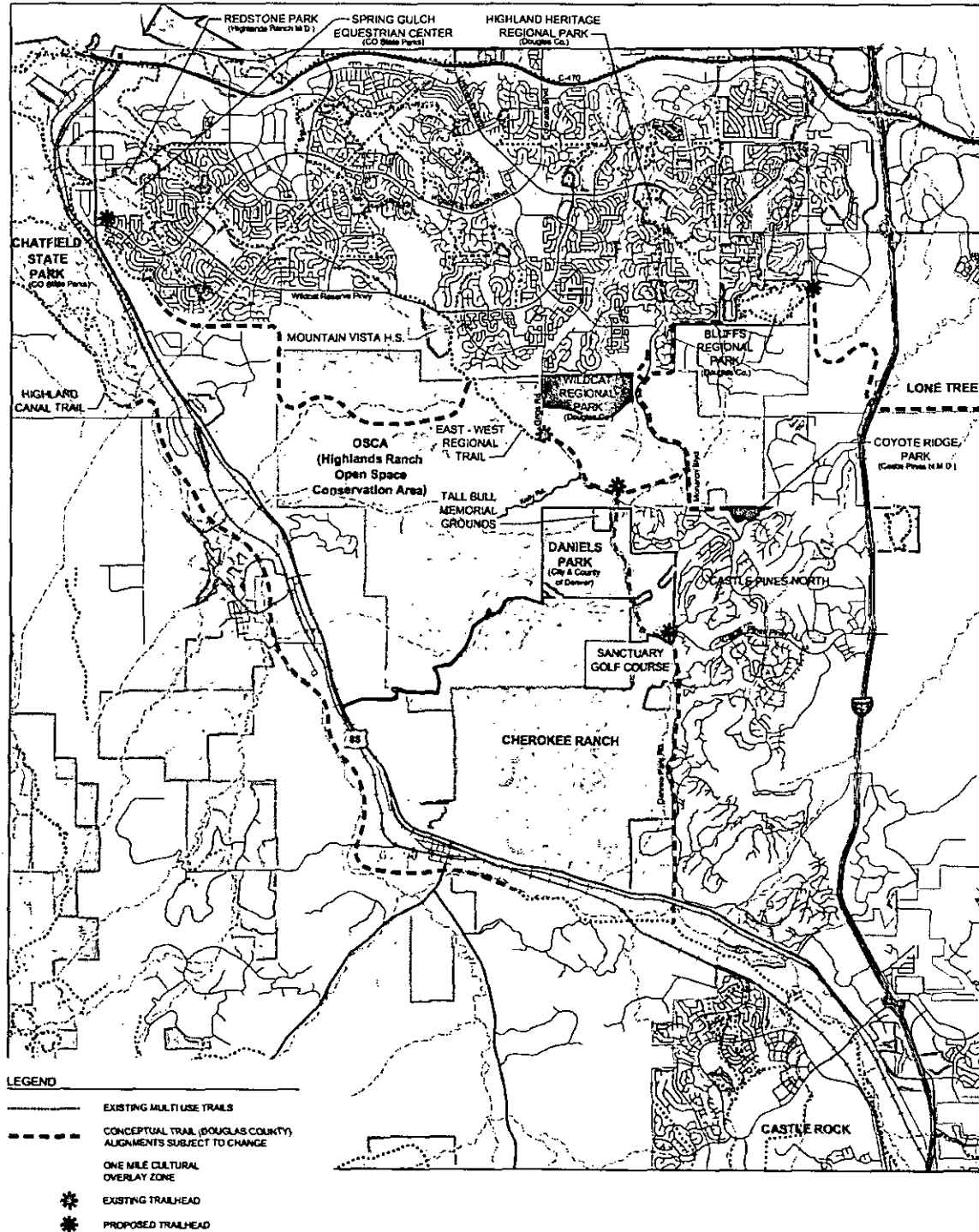
Daniels Park Road was formally platted as a Territorial Road in the 1890's and was part of the route that connected Denver to Colorado Springs. Since its designation as a Territorial Road, records indicate that it has been a State Road, a County Road, and it has been called Richardson Road, Riley Hill Road, Daniels Park Road, and now a portion of it is called Grigs Road.

The land for Daniels Park was transferred to the City and County of Denver by Florence Martin in two separate donations, one in the 1920, and the second in 1937. The first donation of 38 acres is where the current picnic shelter is located, and the second was a much larger parcel, which included the remaining area that defines Daniels Park, as we know it today. The donations were defined by simple meets and bounds descriptions, which did not delineate the existing road (now known as Daniels Park Road) that bisects the property.

The charge was to understand the goals for the Daniels Park improvement, as well as the impact and improvement to historical amenities, views and locations of exceptional natural beauty, the Park's bison herd, the Native American site, regional trails, picnic areas and other park amenities. Goals of the park master plan include issues like the reduction of dust, erosion and sediment, discouraging unnecessary traffic through the Park, improving parking areas, trails, and other amenities for Park visitors, creating a more park-like image and identity along the road and at the two entry points into the Park, and lastly, enhancing the appearance and sustainability of the Park and its amenities and facilities. The level of future improvements, as well as the timing to construct future improvements, is dependent upon the amount of funding that will be made available from all funding resources.

The following maps, drawings and sketches will provide a summary of the existing conditions and proposed conceptual improvements.

The Regional Context Map, below, denotes Daniels Park as a key parcel in over 11,000 acres of open space. It is surrounded on three sides by OSCA, and it is also in close proximity to the Sanctuary Golf Course and Cherokee Ranch. The Daniels Park Area provides great opportunities for regional trail connections.



Regional  
Context Map

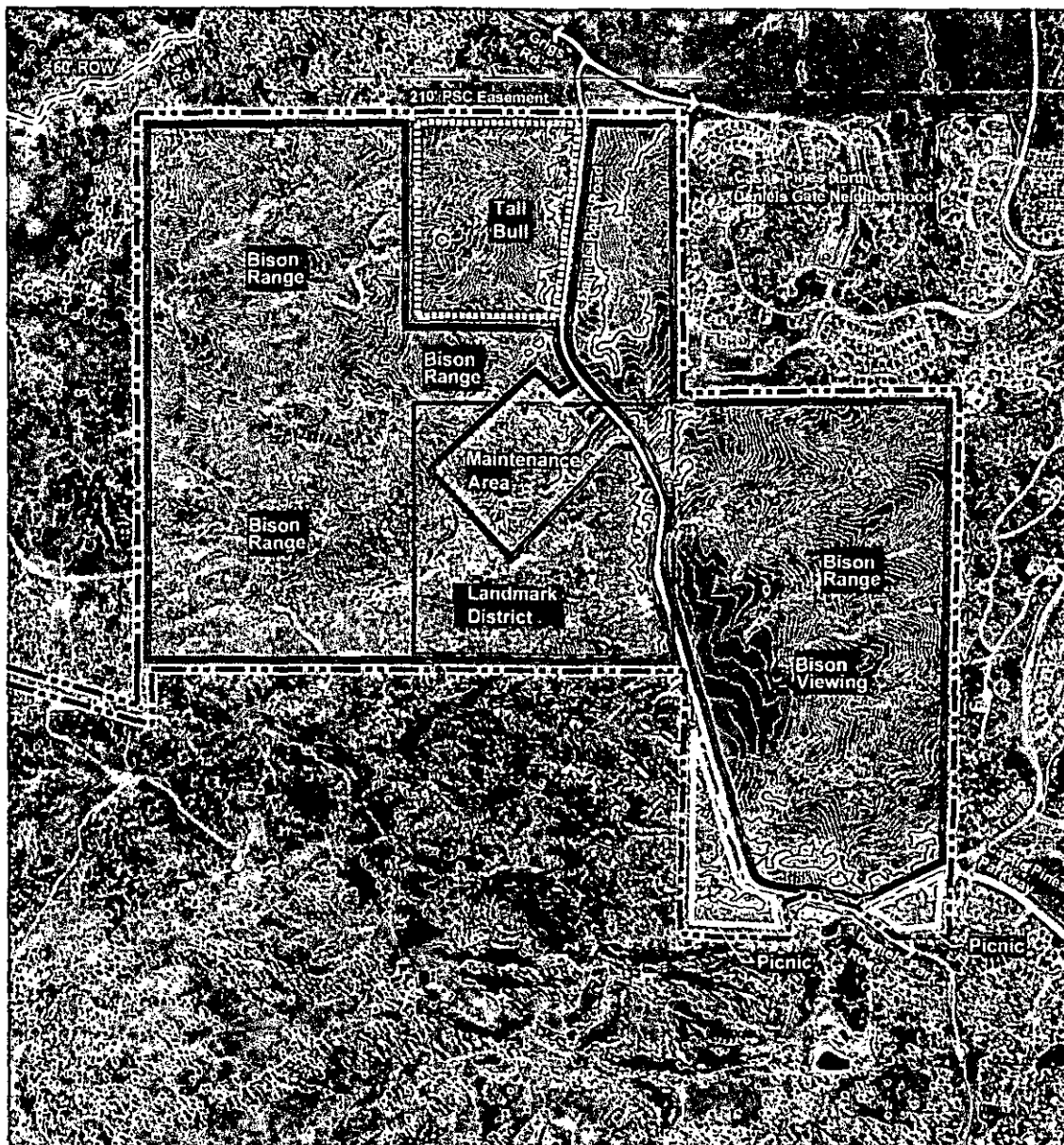
## Daniels Park

Denver Mountain Parks  
Douglas County, Colorado



The Park Zone Map, below, defines the areas of use in Daniels Park. Land uses generally remain the same for the proposed road & site improvements. Park maintenance remains in the same area.

- Legend
- Maintenance Area
  - Picnic Zone
  - Bison Zone
  - Property line
  - Road
  - Landmark District
  - Tail Bull Memorial Grounds
  - ~ Shrub line along road



Overall Site  
Zone Map

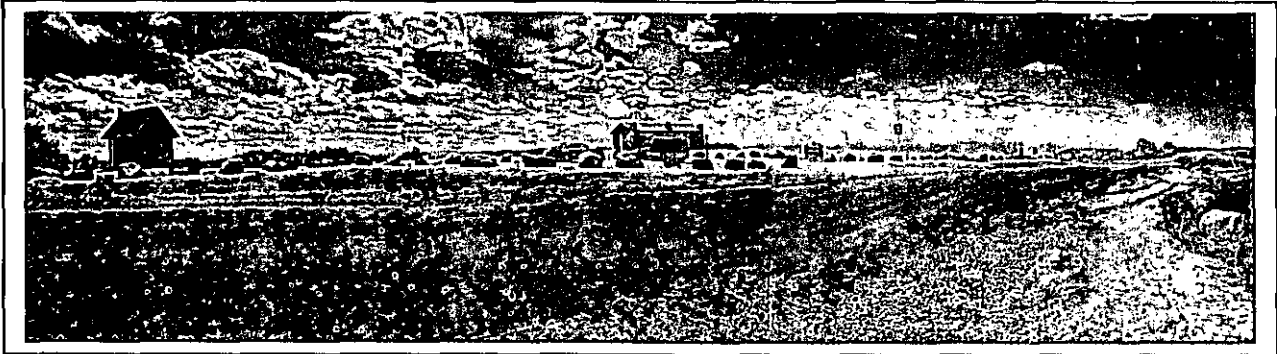
## Daniels Park

Denver Mountain Parks  
Douglas County, Colorado

0 100 200 300 400 500 600 700 800 900 1,000  
Feet



## Existing Site Photos



View North West to Picnic Shelter, Vault Toilet, Parking Lot and Daniels Park Road



Intersection at Castle Pines Parkway



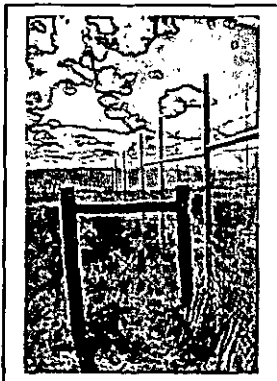
Existing Parking Areas along Road



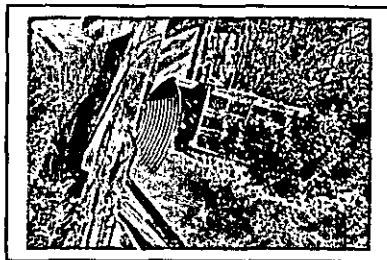
Problems with Dust and Excessive Speed



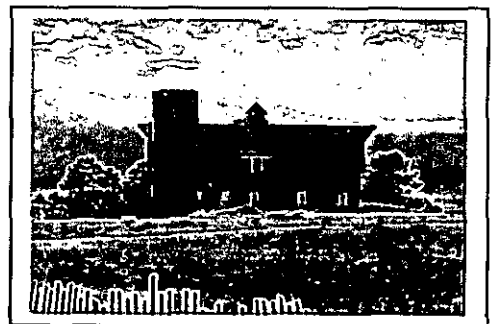
Poor Sightline



Bison Fence

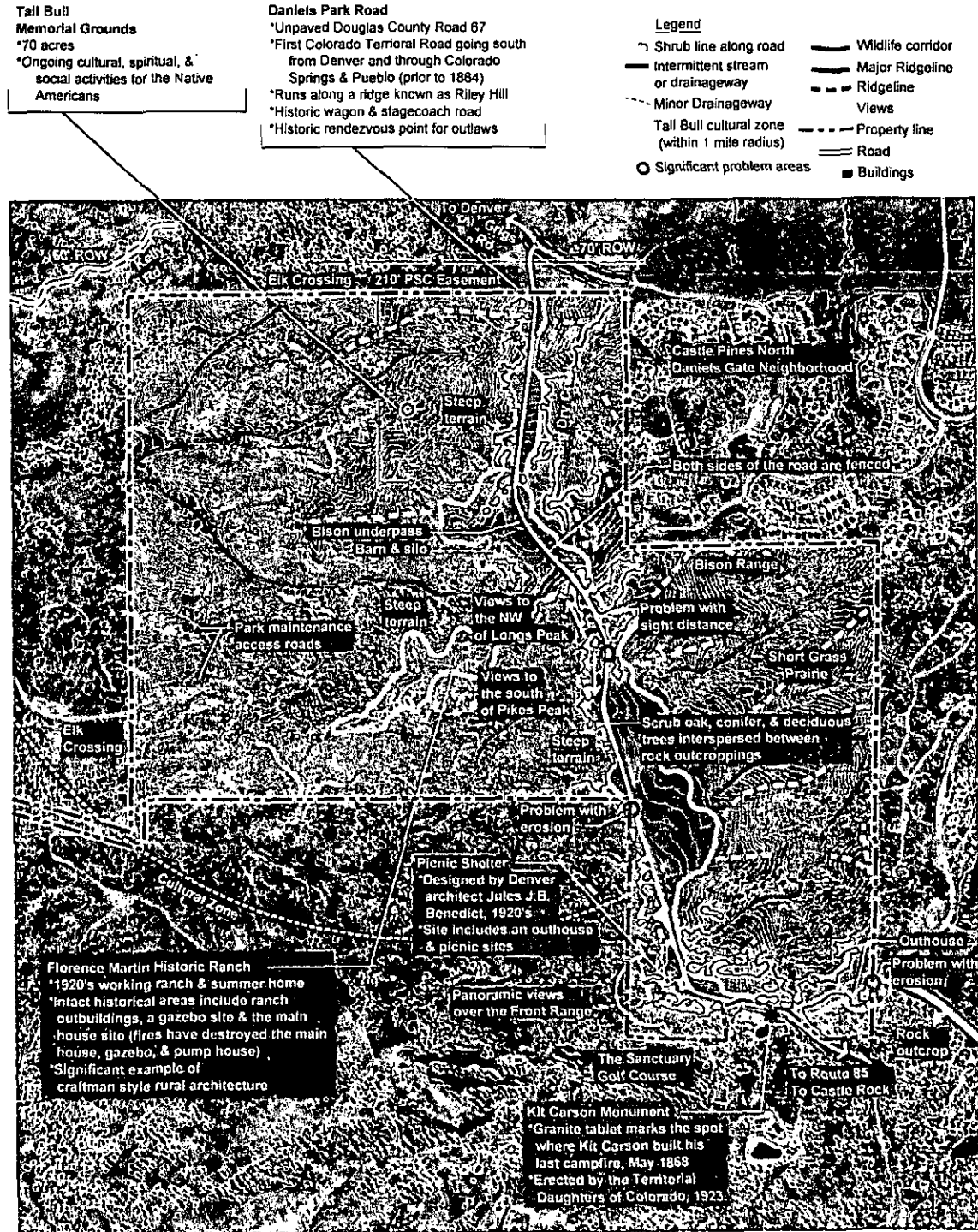


Bison Underpass



Historic Ranch & Barn

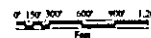
The Site Analysis Map, below, defines the prominent ridge along which Daniels Park Road is aligned. It also reflects minor ridgelines, valleys and drainage ways. Spectacular views of the mountain range are identified. Problem areas along the road (like limited sight distance and erosion problems) are indicated as well.



Overall Site  
Analysis Map

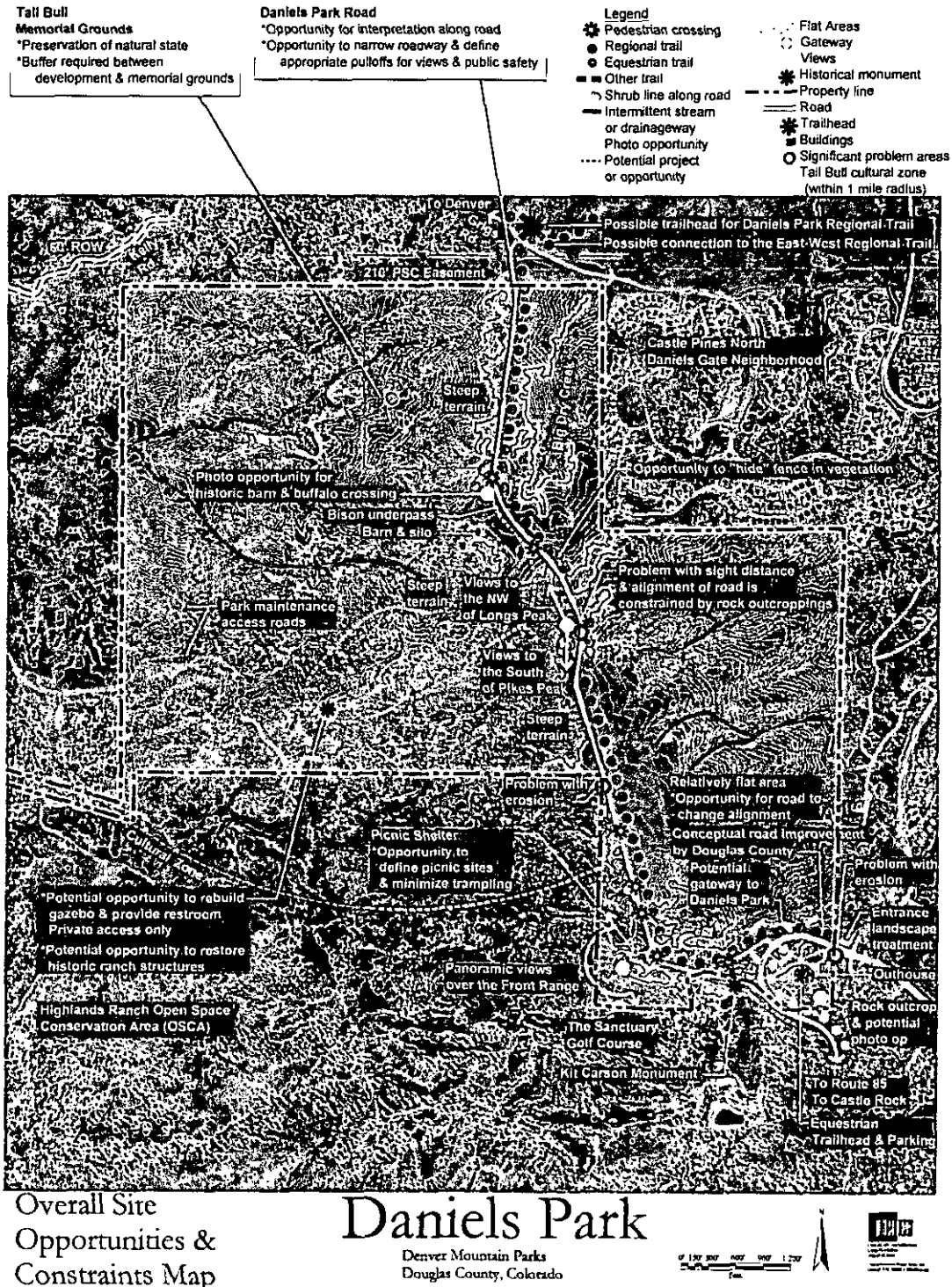
## Daniels Park

Denver Mountain Parks  
Douglas County, Colorado

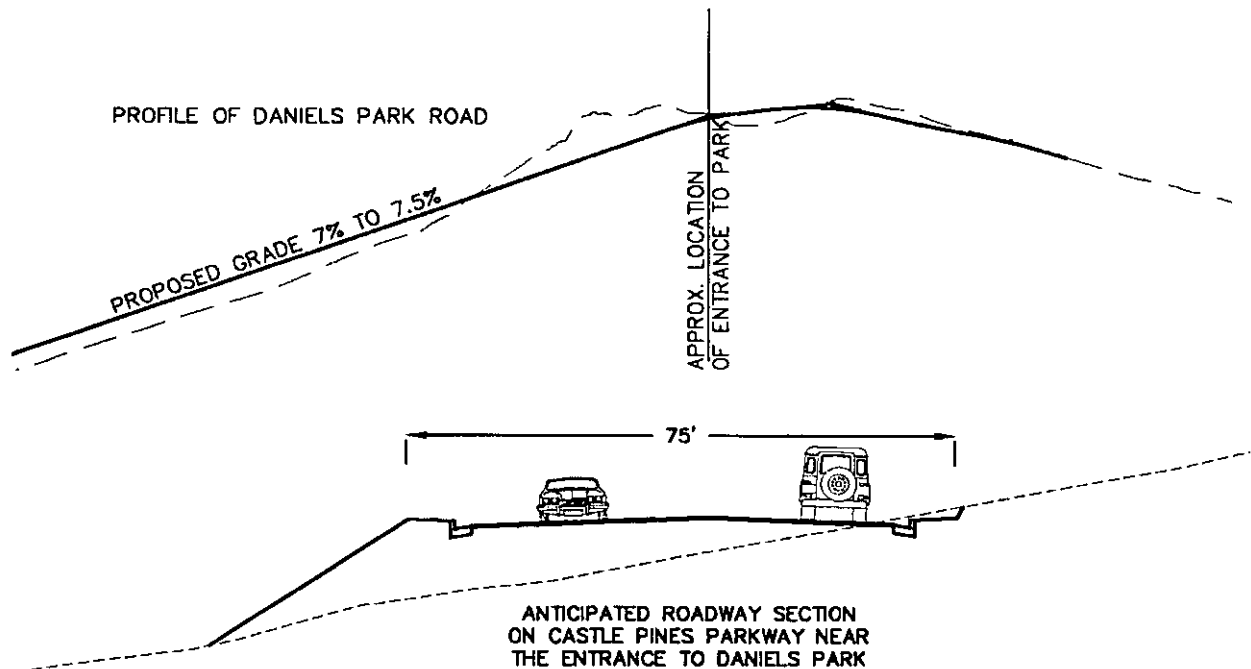
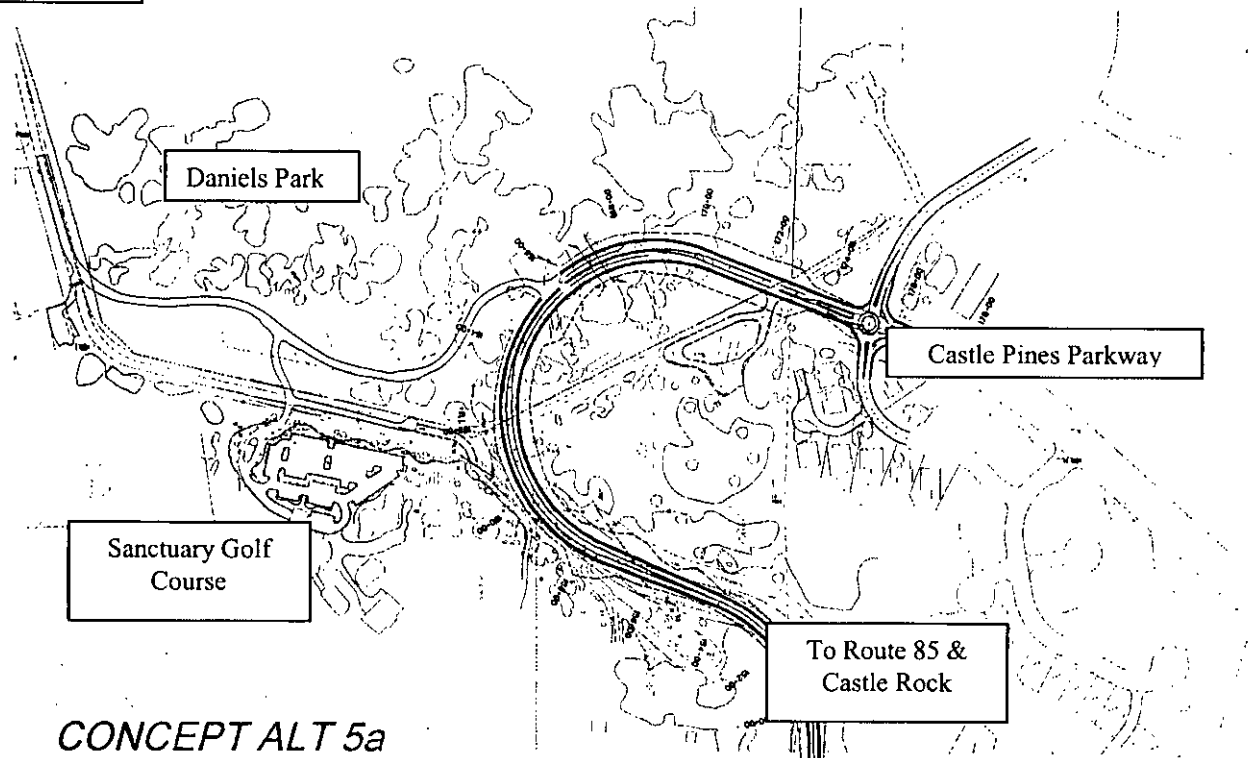




Daniels Park Road's current alignment is indicated in white. The conceptual road improvements for Castle Pines Parkway are identified in light orange (at the southern end of the park). Opportunities for trailheads and a regional trail are shown in red. Green stars indicate potential pedestrian crossings and traffic calming points along the road. A chartreuse circle represents the opportunity for a gateway to the park at both ends of the park.



Daniels Park Road

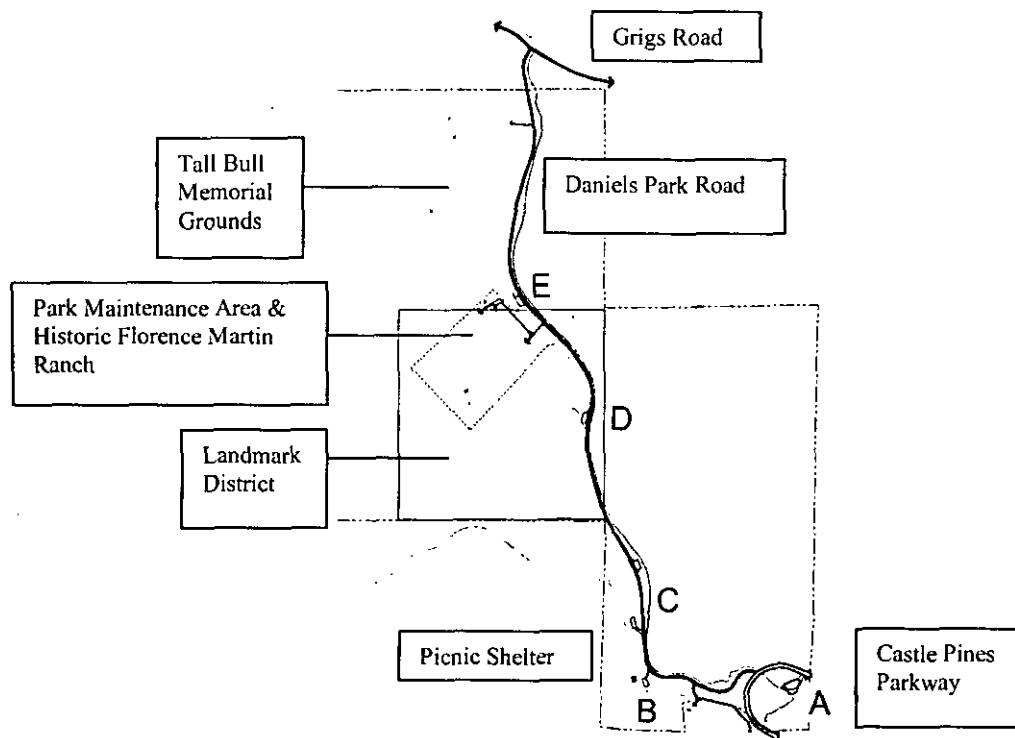


### EXHIBIT C

This drawing represents Douglas County's conceptual plans for improving the intersection of Castle Pines Parkway and Daniels Park Road. The existing angular intersection with steep grades to the south could be replaced with a sweeping loop. The main flow of traffic will follow the loop, leaving only park traffic to turn into Daniels Park. Traffic flow, traffic safety, sight distances, and steep grades are improved with this design.



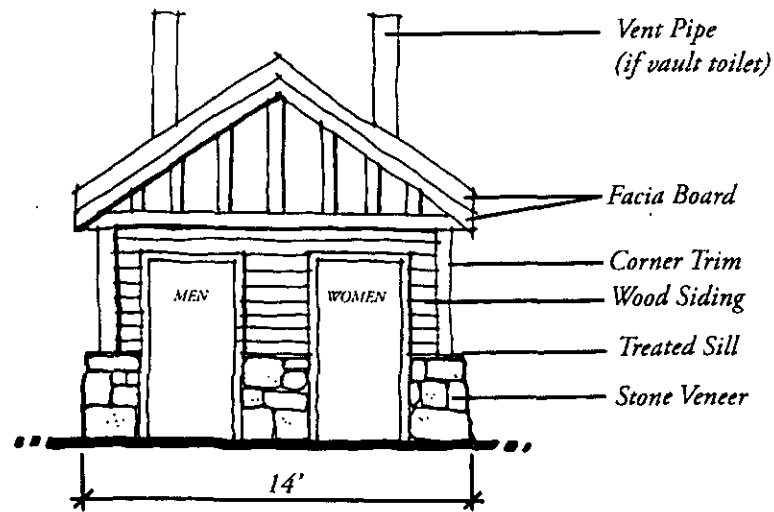
Page 16 is a Conceptual Master Plan for Daniels Park. Components of the master plan are described below in more detail.



**Key Map of Daniels Park**  
(Areas of the Park defined by letters A-E)

### **Southern End of the Park and Trailhead, Area A:**

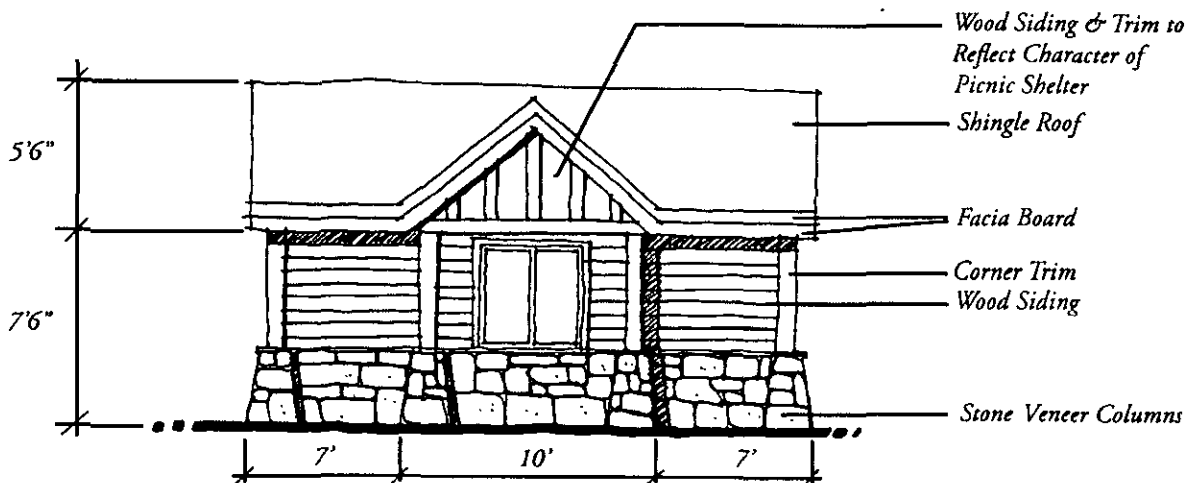
Interior to the loop created by the realignment of Castle Pines Parkway, and in the existing gravel parking area, a new trailhead could be developed to allow for equestrian and regional trail access. This site could also provide a restroom facility with public utility connection, water faucet, hitching post, and picnic sites for park users, and a Douglas County Sheriff satellite station. Conceptual sketches for the restroom and sheriff station are shown in Figures 1 & 2. These two buildings could also be combined into a single building for cost savings. The abandoned portion of the existing road is designated for the development of this trailhead. An equestrian trail will connect to the south, as well as, to the north and east of Daniels Park Road by a new underpass. Refer to Daniels Park Entry Master plan, Area A, page 17 for more detail.



*Interior Space is Approximately 115 sf  
Includes 2 ADA restrooms*

### *Conceptual Restroom*

Figure 1



*Interior Space is approximately 150-200 sf.  
Includes 2 work spaces, restroom, and suspect bench*

*\* Dimensions are conceptual*

### *Conceptual Sheriff Station*

Figure 2

## **The Gateway to Daniels Park:**

A gateway monument will identify the entrance to Daniels Park (Figures 5-7). An existing rock outcrop could be preserved as a landscape amenity, and it could create an opportunity for a split entrance treatment at the park's southern entrance as shown in Figure 6, page 25. A conceptual sketch of the entry monument is provided in Figure 7, page 25. This type of gateway entry monument can be used at both the northern and southern entrances to define the park. A narrower road section is proposed to help define this road as park-like in character – curvilinear to emphasize views and slow vehicular speed. Addition of a natural edge barrier could help define the road edge and prevent pull-offs and road widening. The park road begins with views to the west and then gently follows the contours until reaching the picnic shelter. A new entry road is provided for the Sanctuary Golf Course, allowing for an expanded landscape buffer between the golf course and the park while improving stacking and sight distance to their entrance. A trail connection is made from the picnic shelter to the Kit Carson Memorial that follows the historic road alignment. Open fences (such as split rail) are proposed in some areas to encourage restoration and prevent off road driving. Refer to Daniels Park Entry Master Plan, page 17 for more detail.



View of Entry Experience into Daniels Park

## **Picnic Shelter, Area B:**

This area contains the existing historic picnic shelter, emergency phone, and parking. The parking lot is re-defined and paved in the same general location as the existing lot. With the re-alignment of Daniels Park Road, space is recaptured for visitor enhancements including trails, picnic areas, restroom facilities and open space away from road impacts. Trail connections are provided to the regional trail to the north and to picnic sites and historic trails. Individual picnic sites require revamping, new picnic tables, etc. Refer to Daniels Park Entry Master Plan, Area B, on page 17 for more detail.

## Overlook and Bison Viewing, Area C:

In this area, Daniels Park Road bows out to the east from its existing alignment following the existing contours. By doing this, there is a greater distance between the road and the park amenities, which include some of the most spectacular mountain viewing areas in the park. The proposed west parking lot is located at an existing gravel parking area and is aligned along the historic road. This parking lot provides access to picnic sites and a portion of the original Territorial Road alignment. The proposed historic trail is narrow, having an old wagon road appearance and would provide interpretive signage describing the history of the original route. It also offers great views to the west and allows visitors to travel leisurely and with families without concern about the vehicular traffic to the east. The regional trail and the equestrian trail are on the east side of the road providing more direct routes to other regional trails. A small parking lot on the east side of the road provides a safe place to stop to view the bison herd. The bison often come to this site for dusting themselves. Refer to Overlook & Bison Viewing Site Plan, Area C, on page 18 for more detail.

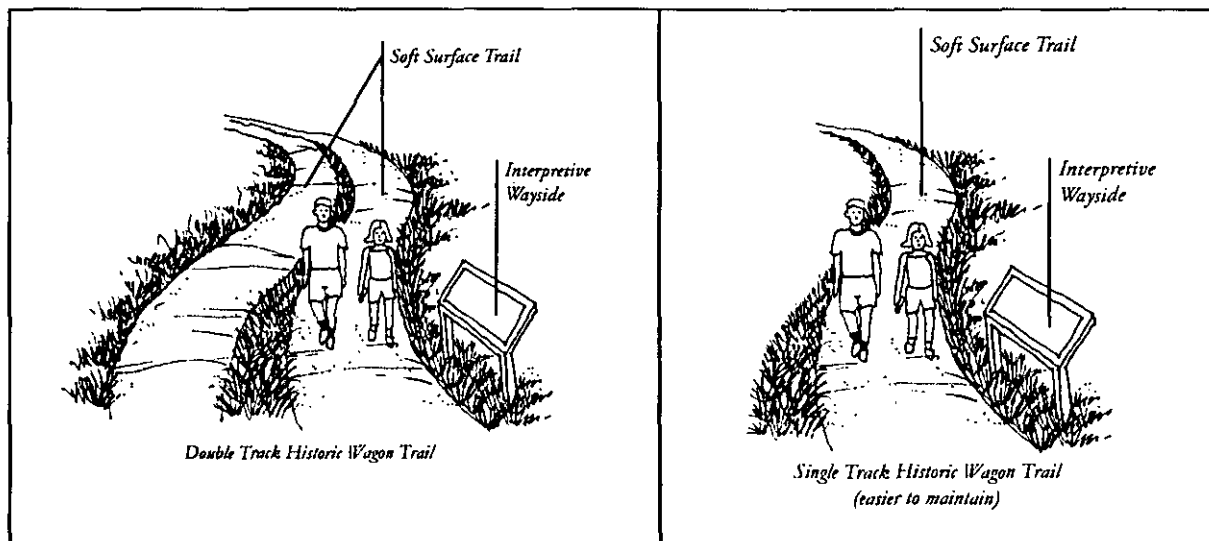
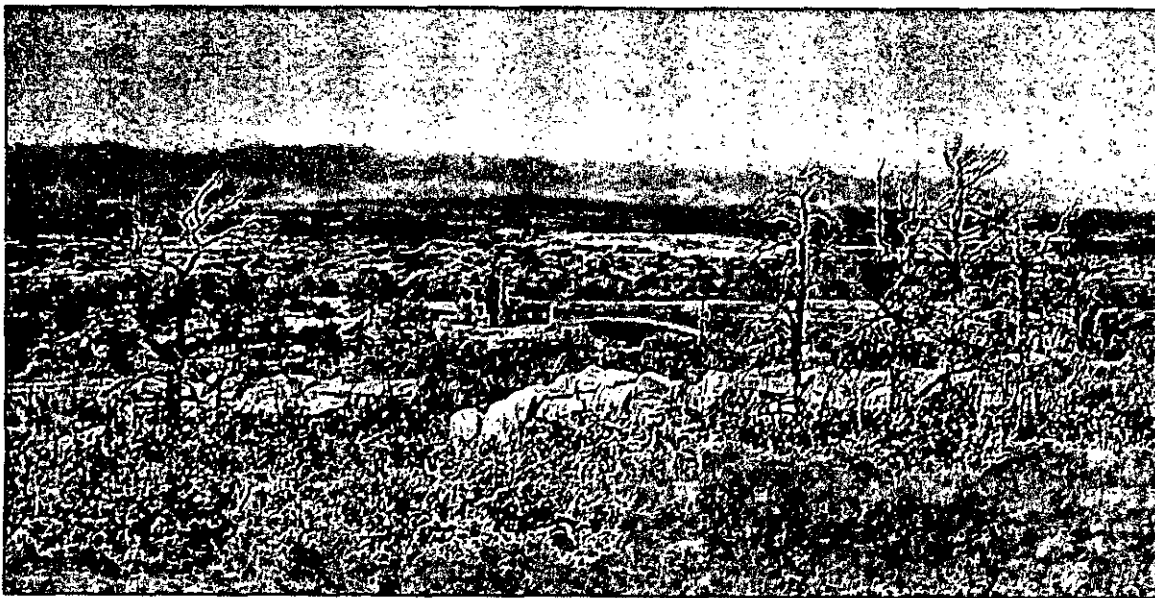


Figure 3 – Single or Double Wagon Trail Option

### **Riley Hill Overlook, Area D:**

Daniels Park road will move slightly off the existing alignment in order to remove sharp curves in the road and solve sightline issues. The crest of the road is lowered in elevation to improve sightline. A small parking lot provides access to the highest overlook point in the park. This 270-degree view affords views onto the mountains, the historic Florence Martin Ranch, the Chatfield Reservoir, and a good portion of Daniels Park. There is an existing rock outcrop and rocky clearing which is a great site for picnicking and interpretation of the historic ranch and views. The historic trail follows an earlier alignment of Daniels Park Road. Where possible, the bison fence is moved to a lower elevation or tucked into vegetation in order to reduce or buffer its visual appearance. Refer to Riley Hill Overlook, Area D, on page 19 for more detail.



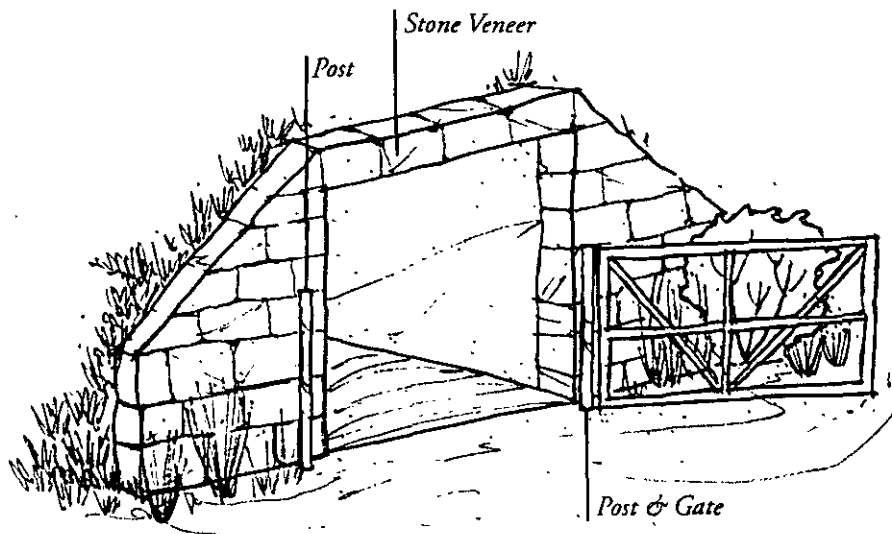
View of the historic ranch from the Riley Hill Overlook

### **Florence Martin Ranch Entrance:**

Conceptual sketches of the historic ranch entrance are reflected in Figures 8 & 9, on page 27. The character of the entrance gates should be complimentary to the gateway entrance monuments, but define it as a private ranch entrance, separate from the park. The use of similar stone columns can be used to match the character of the gateway entrance monuments and other features in the park.

### Historic Barn Overlook, Area E:

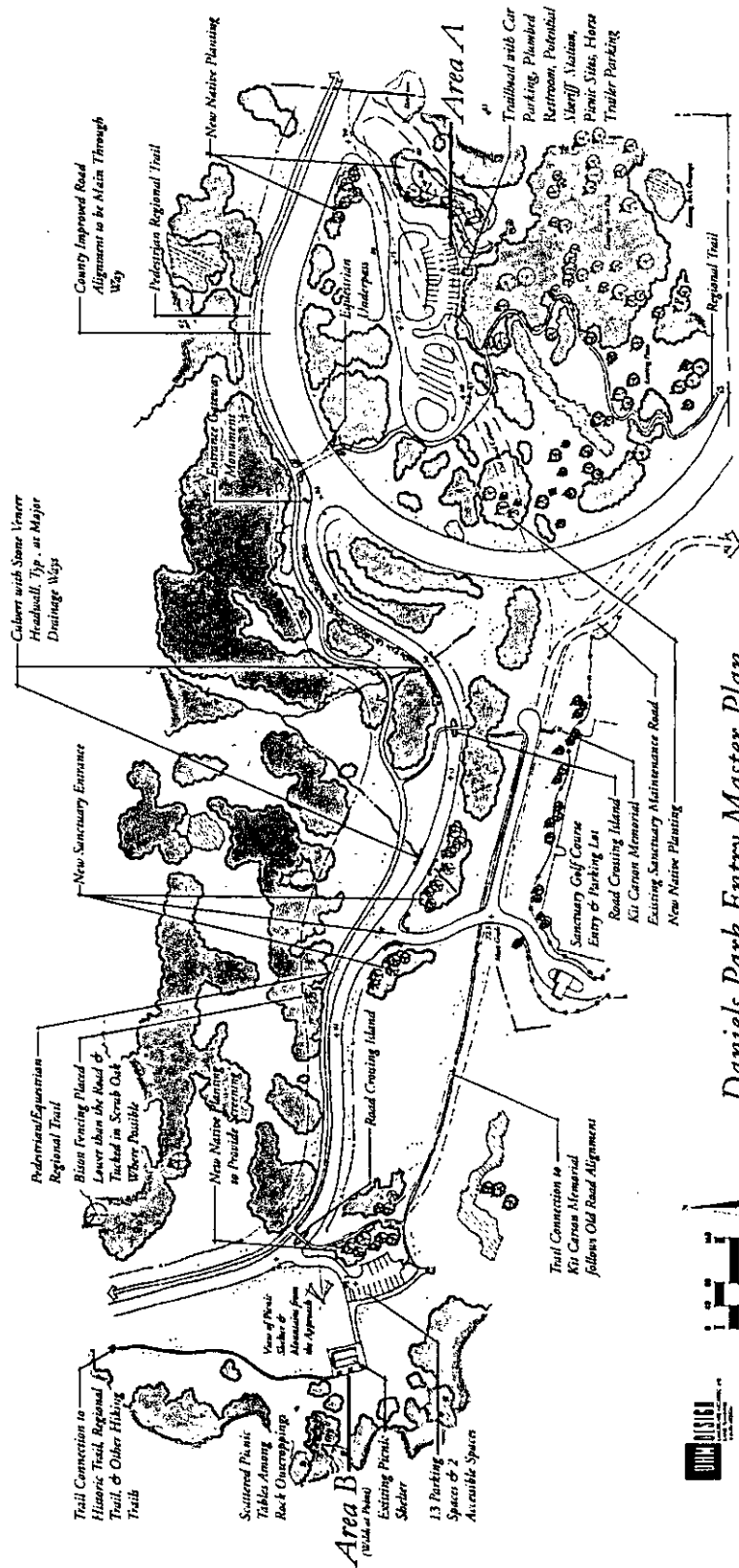
At this location, there is a great opportunity for bison viewing. The existing bison underpass will be improved, Figure 4. Trails with overlook points provide visitors with a good vantage point to seeing the bison pass under the road, as well as, graze in front of the historic barn and silo. Park users currently pull off in this general location but they do not have a safe place to park, especially with the existing curve in the road. Refer to Historic Barn Overlook, Area E, on page 20 for more detail.



*Bison Underpass*

Figure 4





# Daniels Park Entry Master Plan Southern Entrance

EXHIBIT B-2



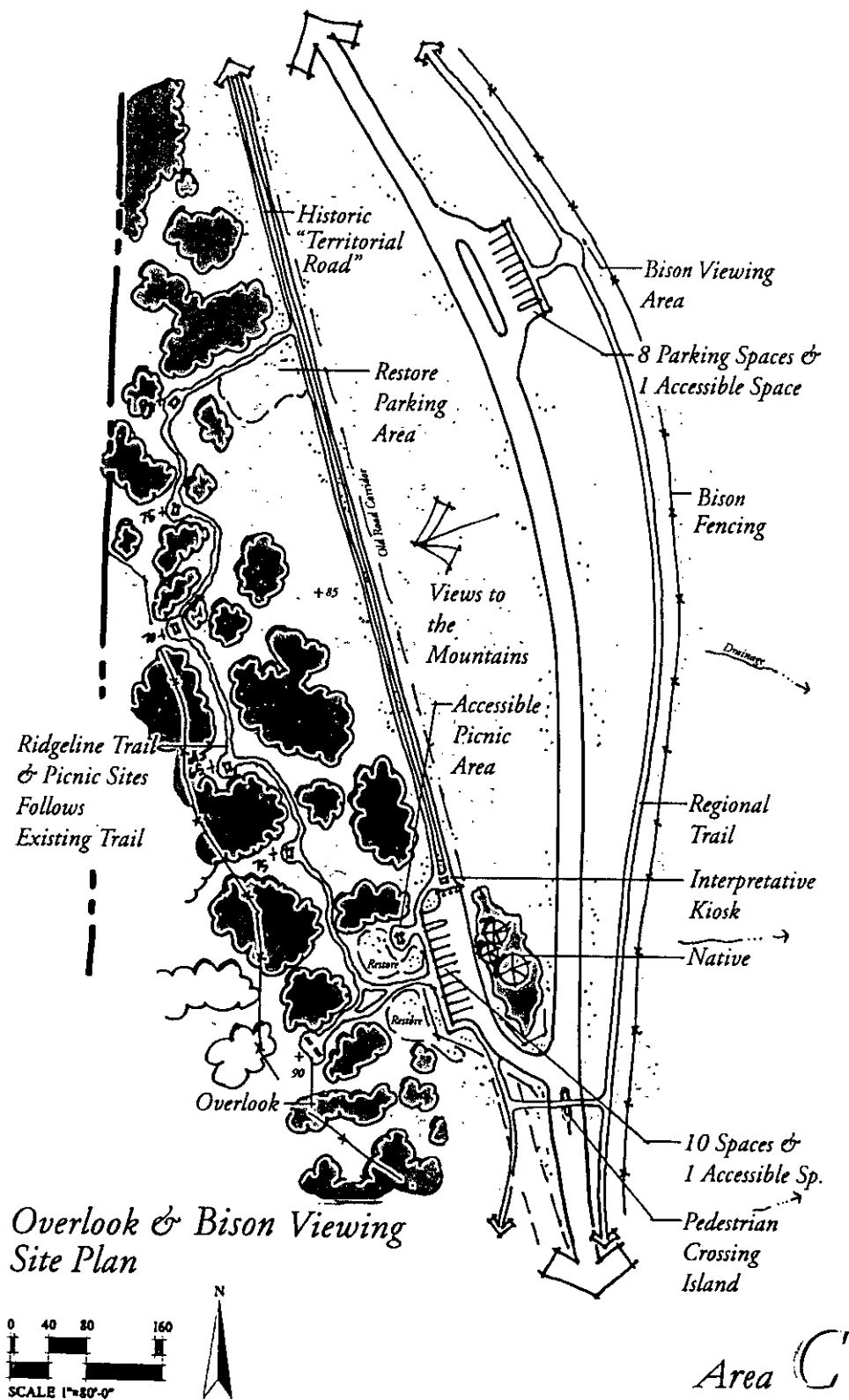


EXHIBIT B-3

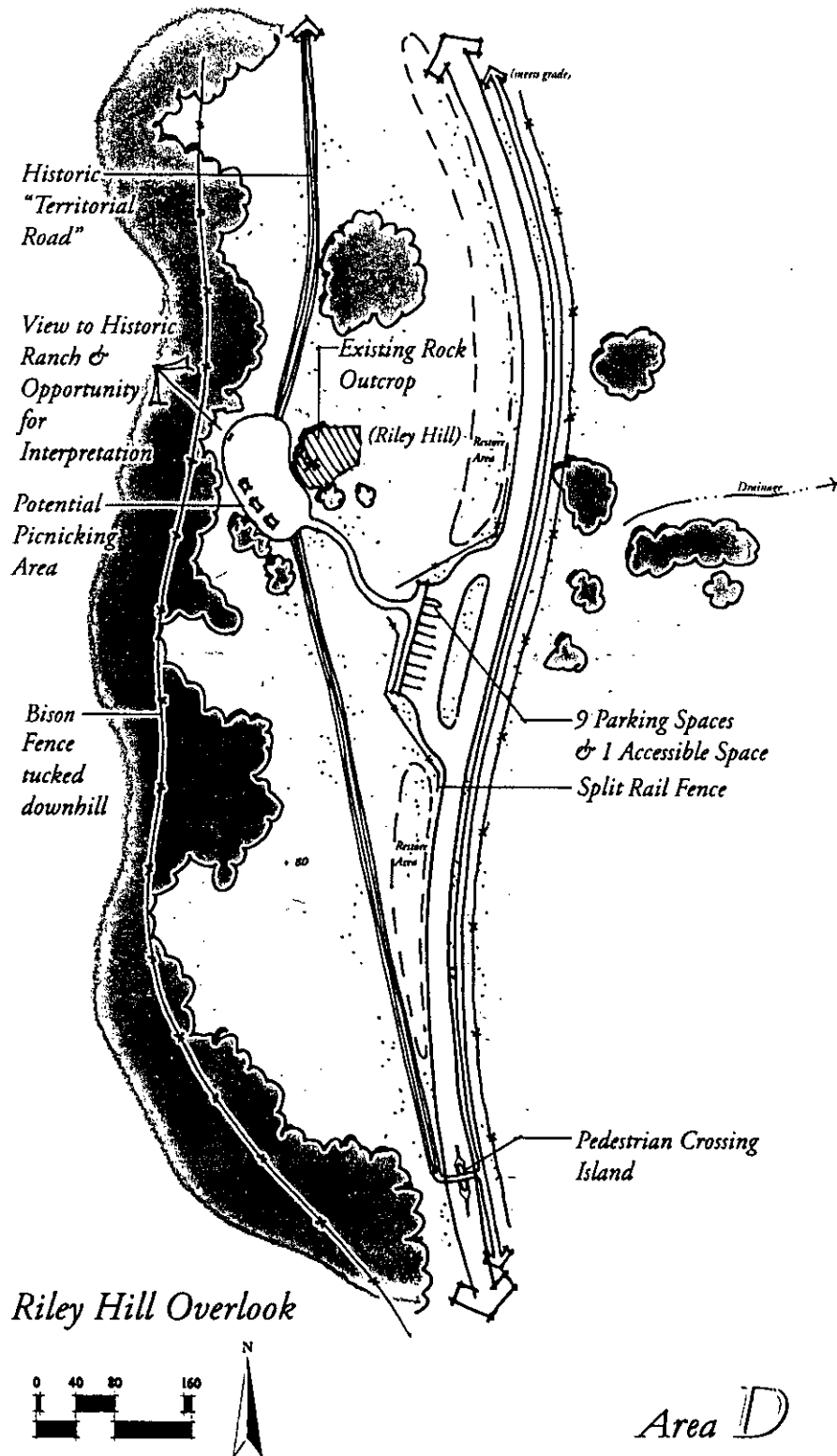


EXHIBIT B-4

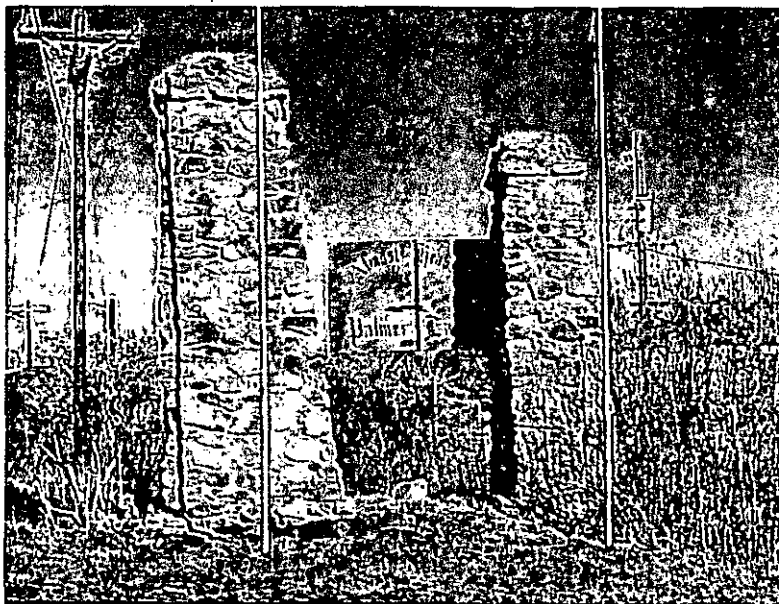


20

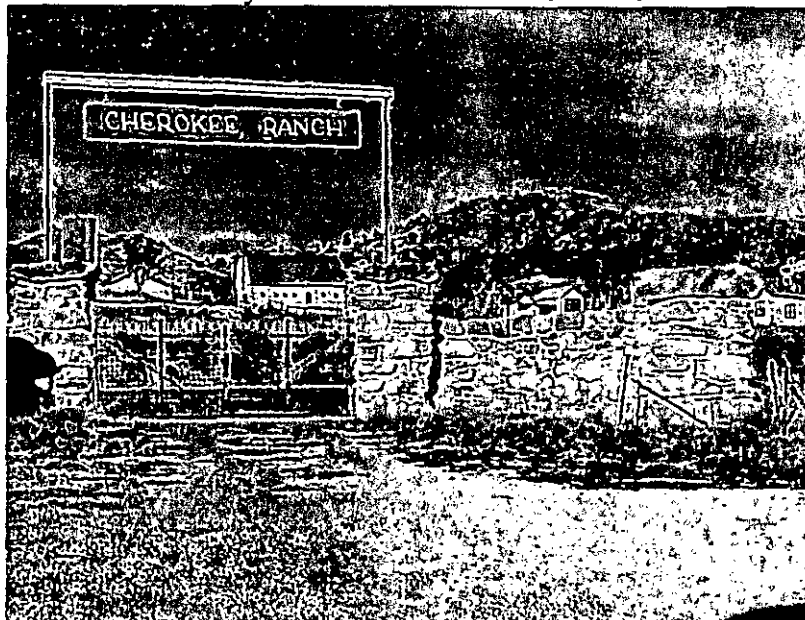
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## **Park Theming:**

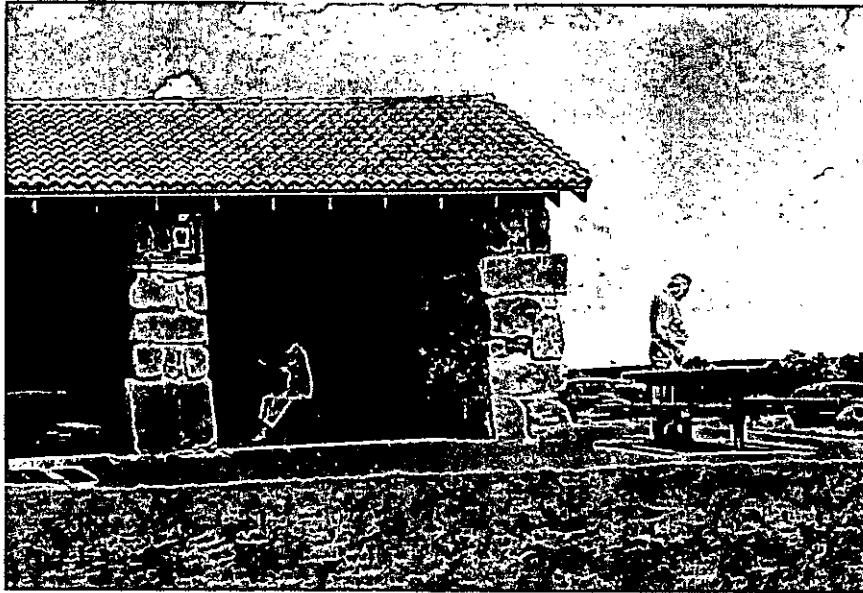
The proposed theme for the entry monuments and site improvements for Daniels Park is developed along the lines of a rustic craftsman style ranch. This theme is derived from the existing historic ranch, as well as, nearby Cherokee Ranch and Palmer Lake in the southern part of the county. The gateway to the park will include entry monuments built from blocky stone similar to the existing 1920's picnic shelter. Other elements in the Park that shall reflect this theme include the Florence Martin Ranch entrance, the bison and equestrian underpasses, potential retaining walls, restrooms, and a potential sheriff station.



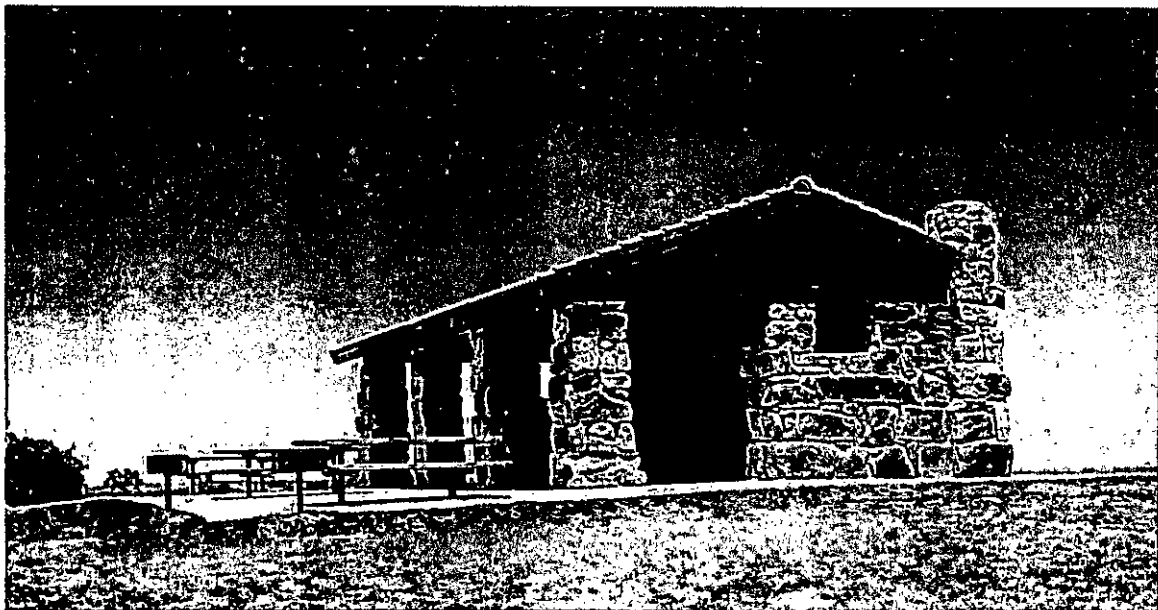
Entry Monument at Palmer Lake



## Cherokee Ranch Entrance Gate



Existing picnic shelter at Wildcat Point & example of stonework



Existing picnic shelter at Wildcat Point in Daniels Park

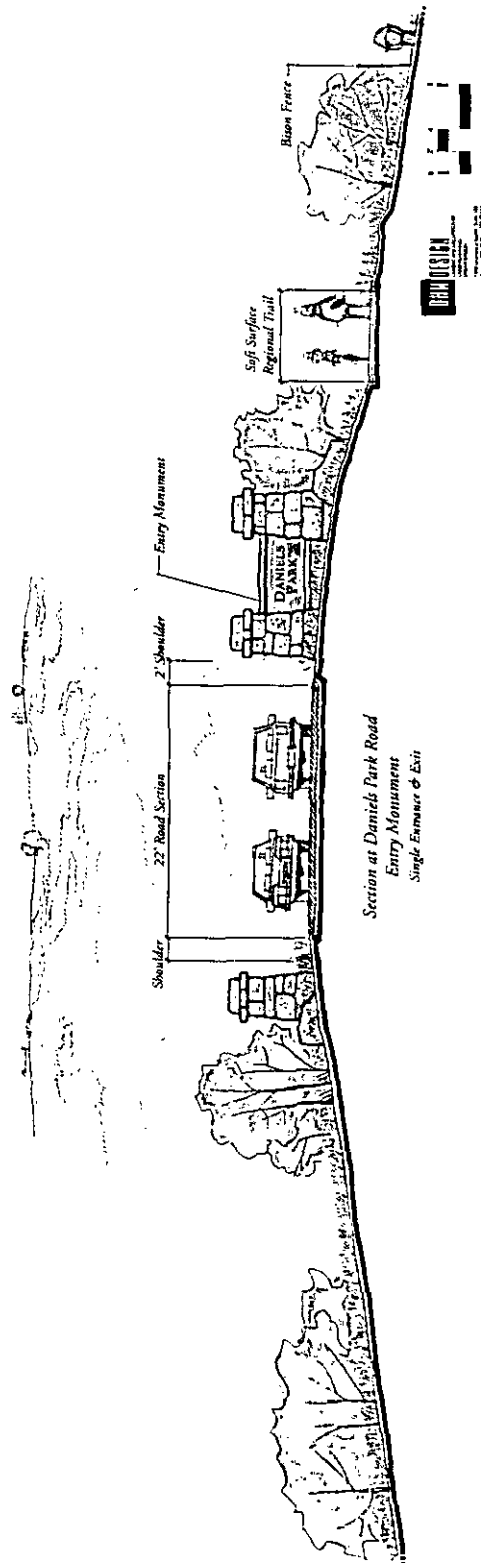


Figure 5

EXHIBIT D

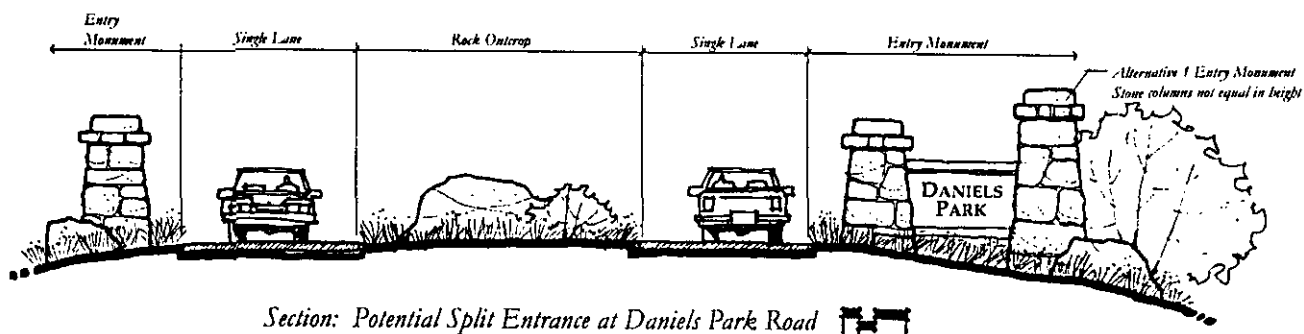


Figure 6

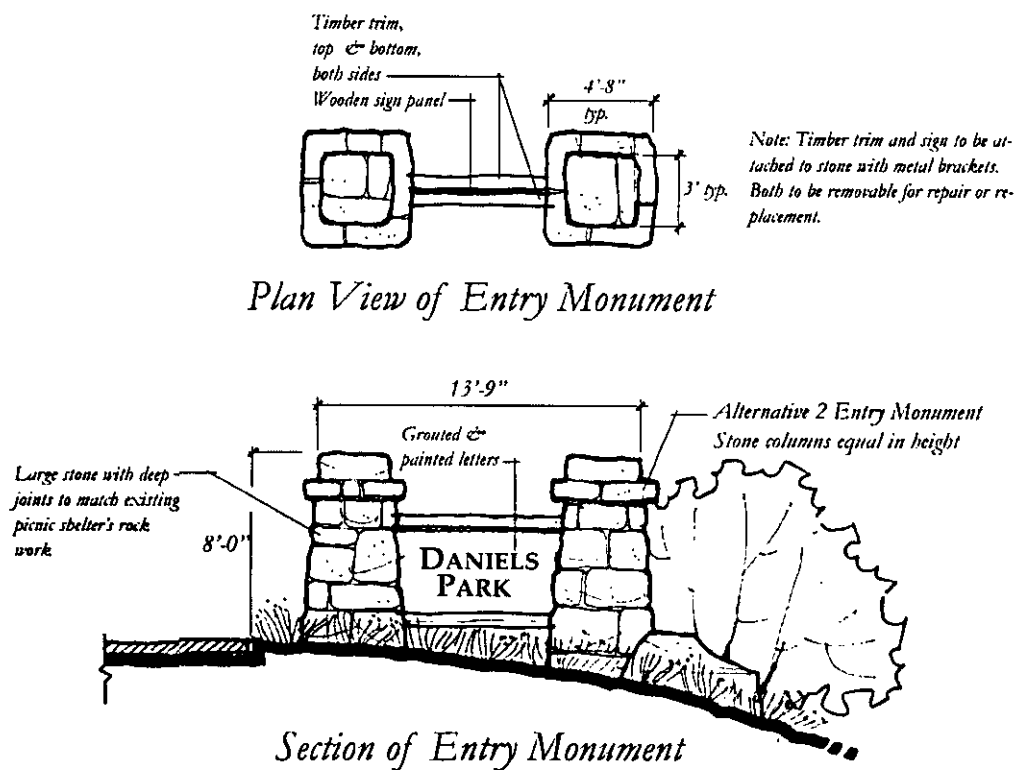
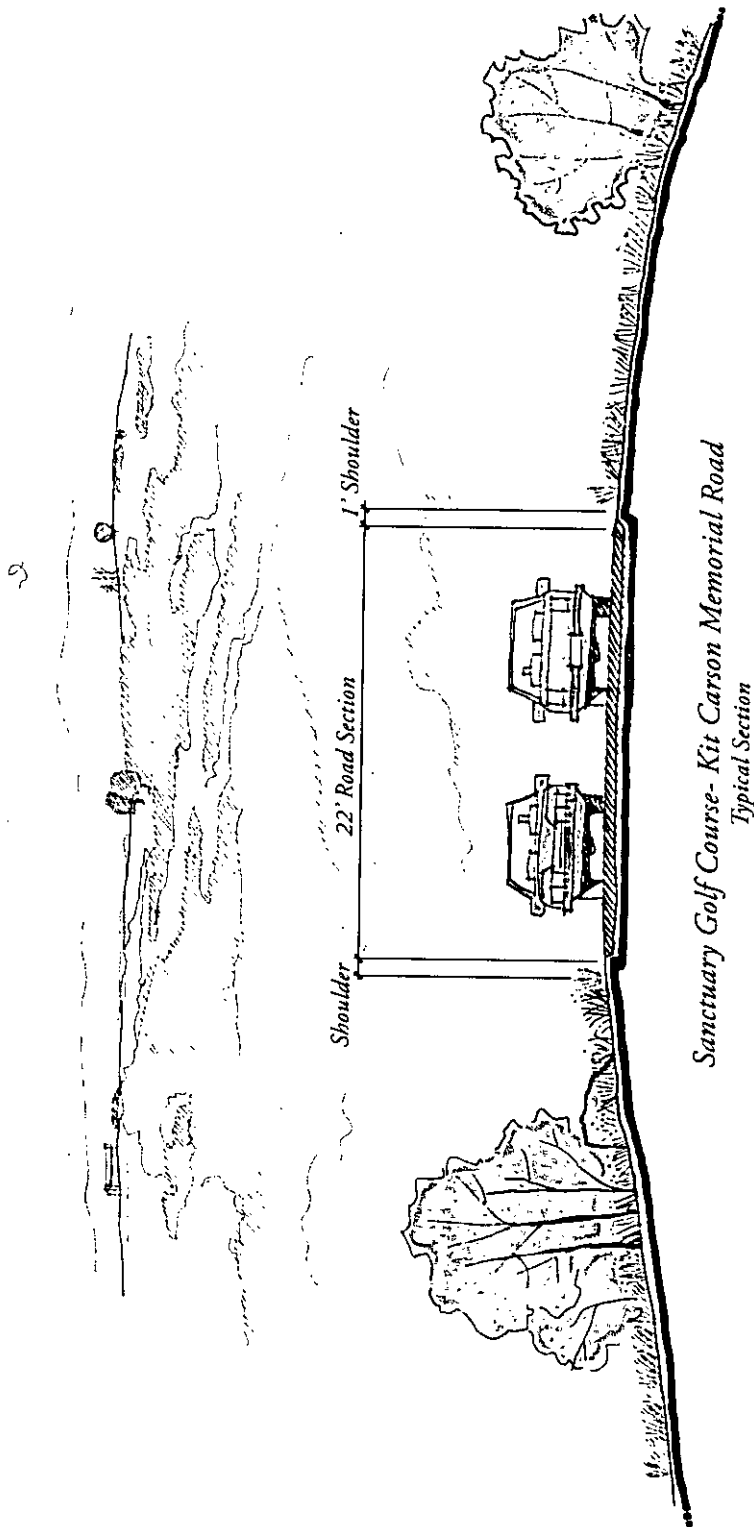


Figure 7

EXHIBIT D





**OHM DESIGN**  
 LANDSCAPE ARCHITECTURE  
 1390 University Ave. Suite 100  
 Denver, CO 80202 | 303.733.1544

EXHIBIT E

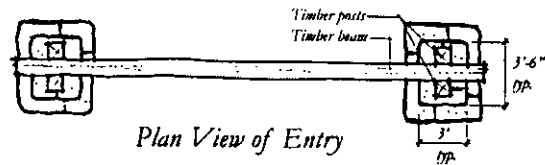
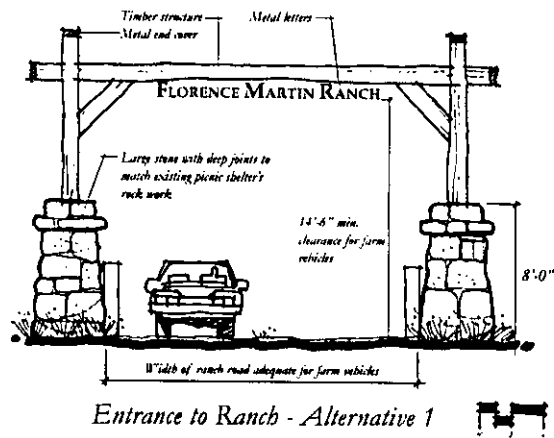


Figure 8

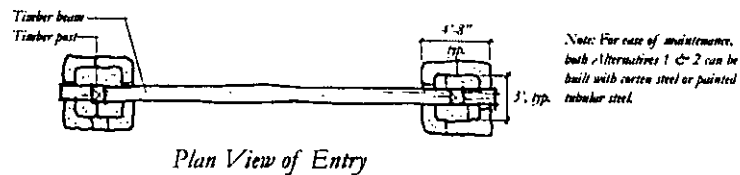
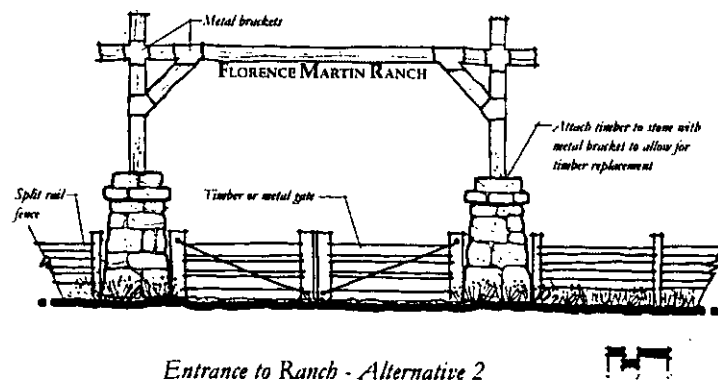


Figure 9

## Signage:

The proposed park signage will incorporate the ranch style theme and carry over the same stonework, timber posts, and wooden sign panels as the entry monument to Daniels Park and the ranch entrance gate.

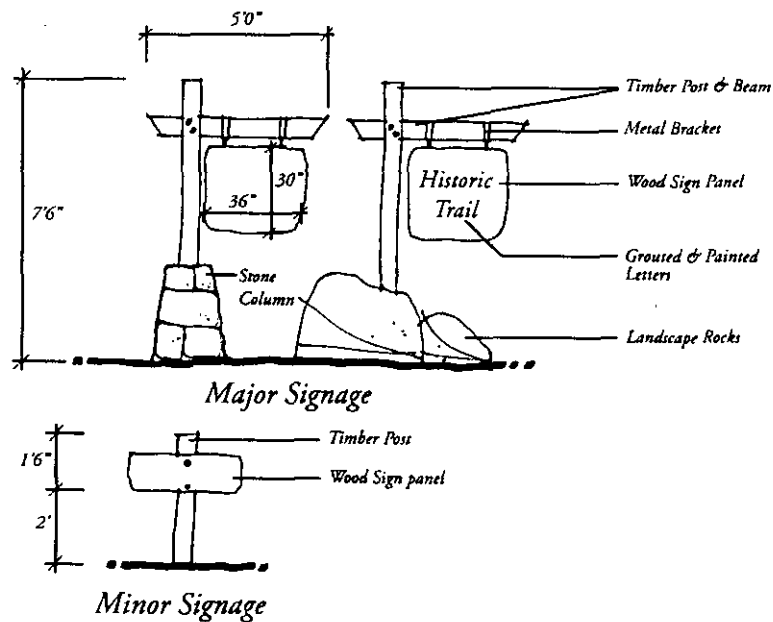
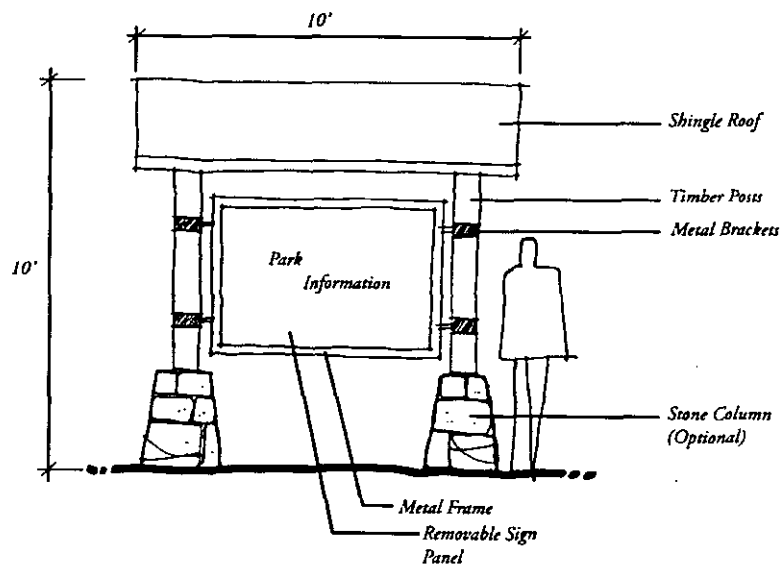


Figure 10



Information Kiosk

Figure 11

## Traffic Calming:

Traffic calming devices can be a mixture of design elements. First of all, there will be less traffic than exists today due to the proposed road improvement at Castle Pines Parkway at the south end of the park. The road will be designated as a rural type road with low-posted speeds, a narrow road section, and curvilinear configuration. Secondly, pedestrian crossings with refuge islands or stone paved crosswalks will aid in traffic calming, Figure 12. An expanded pavement change each way from the crossing can also provide the driver with a visual cue to heighten caution. The pedestrian crossing locations should be located as a part of the intersection to parking or a significant distance from the intersection to avoid conflicts at the intersection.

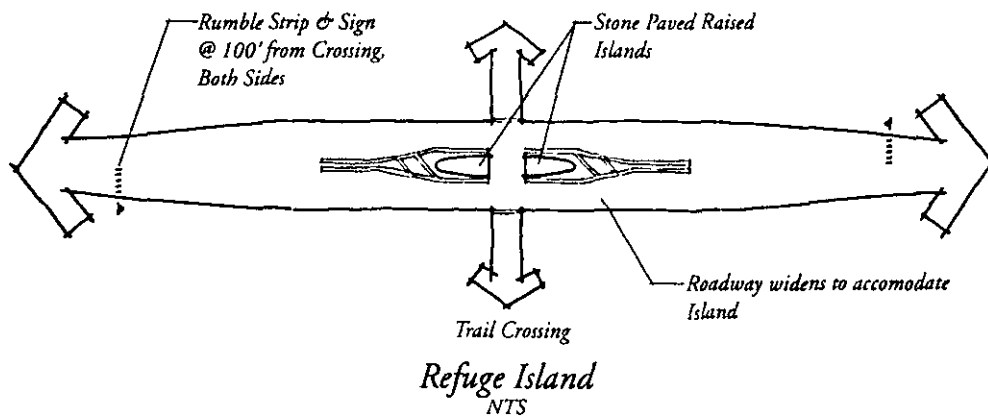
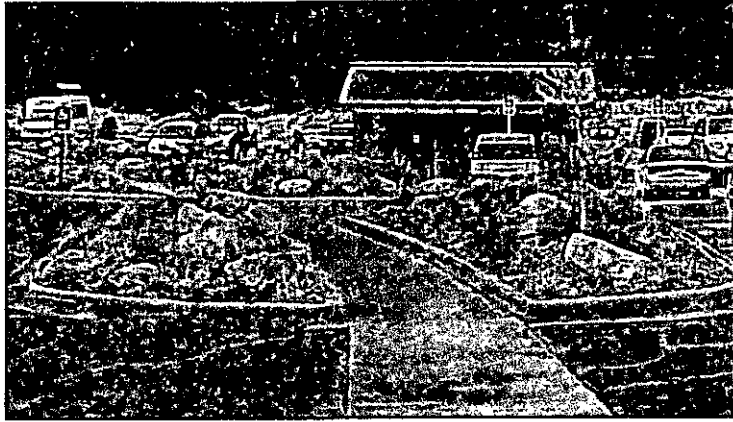
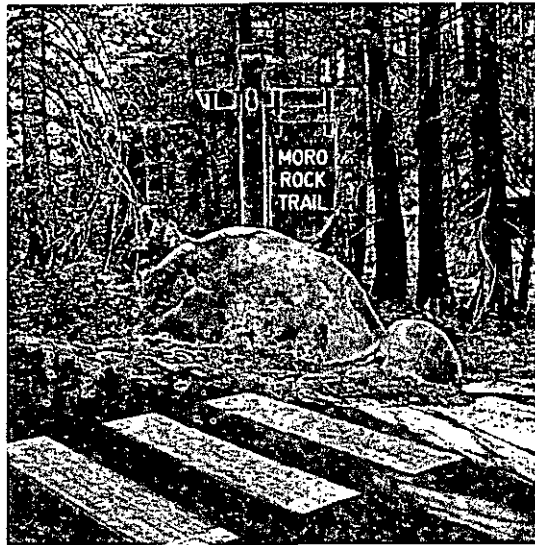


Figure 12



Example of a refuge island & change in pavement color for crosswalk



Example of sign/vertical element to indicate pedestrian crossing

OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
CAROLE R. MURRAY  
CLERK & RECORDER  
RECORDING FEE: \$0.00  
9 PGS

# 2005022950  
03/15/2005 02:33 PM

RESOLUTION NO. R-005-033



**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR  
DOUGLAS COUNTY PARKS, TRAILS, AND OPEN SPACE  
LANDS PURSUANT TO SECTION 18-9-117, SECTION 29-7-101,  
AND SECTION 30-11-107(1)(a), C.R.S., AND REPEALING ALL  
ORDINANCES AND RESOLUTIONS IN CONFLICT  
THEREWITH**

*WHEREAS*, the Board of County Commissioners of the County of Douglas, State of Colorado (the "Board"), has the authority pursuant to §§ 18-9-117, 29-7-101, and 30-11-107(1)(a), C.R.S., to adopt rules and regulations for the regulation and control of County lands and facilities; and

*WHEREAS*, on August 12, 2004, the Board adopted Resolution No. R-004-108, A Resolution Adopting Rules and Regulations for Douglas County Parks, Trails, and Open Space Lands Pursuant to Section 18-9-117, Section 29-7-101 and Section 30-11-107(1)(a), C.R.S.; and

*WHEREAS*, the Board now desires to repeal Resolution No. R-003-105, and adopt amended rules and regulations for Douglas County Parks ("Park(s)") and Douglas County Open Space lands ("Open Space"); and

*WHEREAS*, pursuant to § 29-7-101, C.R.S., the Board has the authority to adopt the penalty assessment procedure provided in § 16-2-201, C.R.S., and a graduated fine schedule for violations of these rules and regulations; and

*WHEREAS*, the Board desires to adopt this Resolution establishing consolidated Rules and Regulations for Parks, Open Space, and certain other lands; and

*WHEREAS*, pursuant to § 29-7-101(3), C.R.S., the board of county commissioners has the authority to designate specific county personnel to enforce the rules and regulations adopted by the county to control and regulate the use of county lands and facilities by issuance of summons and complaint or penalty assessment; now, therefore,

**BE IT RESOLVED** by the Board of County Commissioners of the County of Douglas that Douglas County Parks and Open Space rules and regulations are promulgated and adopted as follows:

**EXHIBIT F**

## SECTION 1: GENERAL

**Purpose.** To regulate and control Parks, certain other lands and facilities and Open Space lands, owned and/or operated by Douglas County (the "County") by adopting the rules and regulations listed herein.

**Enforcement.** This resolution shall be enforced by the Douglas County Sheriff or a Douglas County Park Ranger.

**Violation.** It shall be unlawful for any person to violate any provision of these rules and regulations in any Parks or Open Space lands.

**Penalties.** Any person who violates any of these rules and regulations in any Park or Open Space commits a Class 2 Petty Offense and, upon conviction thereof, shall be punished by a fine of Fifty Dollars (\$50.00) for each separate violation. The penalty assessment procedure provided in § 16-2-201, C.R.S., may be followed by the issuing officer for any such violation of these rules and regulations. In the event an individual is charged with subsequent offenses, the fine shall increase to One Hundred Dollars (\$100.00), for a second violation, and shall increase by One Hundred Dollars (\$100.00) for each violation thereafter, up to a maximum of Three Hundred Dollars (\$300.00).

The foregoing penalties are in addition to any penalties which may apply to enforcement of these rules as misdemeanors pursuant to § 18-9-117, C.R.S., when said rules and regulations have been prominently posted as provided in § 18-9-117, C.R.S.

**Scope.** These rules and regulations shall apply to all County-owned or operated Parks, and Open Space within Douglas County. These rules and regulations shall in no way limit application and enforcement of any Resolution, Ordinance, or lawful order of the County or the statutes of the State of Colorado, but shall be in addition thereto.

**Disposition of Fines.** All fines and forfeitures for the violation of these rules and regulations and all monies collected by the County for violation thereof shall be paid to the Douglas County Treasurer's Office.

**Severability.** If any part or parts of these rules and regulations are for any reason held to be invalid, such provision shall not affect the validity of the remaining portions of these rules and regulations. The Board hereby declares that it would have passed this Resolution, these rules and regulations, and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

**Repeal.** All ordinances and/or resolutions or parts of ordinances and/or resolutions inconsistent with provisions of this Resolution and these rules and regulations are hereby repealed. All previous resolutions adopting rules and regulations for either Douglas

County Parks or Douglas County Open Space are hereby repealed, including but not limited to Resolution M-985-303, Book 581, Page 734; Resolution R-990-072, Reception Number 9016818, Book 921, Page 332; and Resolution R-000-189, Reception Number 00081534, Book 1921, Page 1264, Resolution R-002-208, Reception Number 2002077646, and Resolution No. R-003-105, Reception No. 2003122786. However, this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or resolution repealed hereunder prior to the effective date of this Resolution.

## **SECTION II: DEFINITIONS**

“Park” shall mean, wherever used in these rules and regulations, all public recreation lands and all trails, waters, buildings, structures, roads, parking lots and facilities located on such lands owned or operated by Douglas County that are managed or administered by the Douglas County Division of Parks and Trails.

“Open Space” shall mean, wherever used in these rules and regulations: (a) any land that Douglas County owns in fee, designated by the Board of County Commissioners as open space; (b) any land or interest in land that Douglas County holds through conservation easements under §§ 38-30.5-101, *et seq.*, C.R.S., if the conservation easement authorizes, permits, or allows public access or use of such lands or interests in land; and other lands owned or operated by Douglas County that are managed or administered by the Douglas County Division of Open Space and Natural Resources; and (c) all trails, waters, buildings, structures, roads, parking lots or facilities located on such lands.

“Law Enforcement Officers” shall mean the Sheriff, Undersheriff, and his deputies.

“Park Ranger” shall mean an employee of Douglas County, authorized by the Board of County Commissioners to enforce the rules and regulations on Park and Open Space lands.

## **SECTION III. PROHIBITIONS**

It shall be unlawful, unless otherwise approved in writing by the Director of the Douglas County Parks and Trails Division or the Director of the Douglas County Open Space and Natural Resources Division, for any person:

- A. To enter, use or occupy any Park or Open Space lands, or any portion thereof, during the time such lands, or any portion thereof, are closed to entry, use or occupancy, including seasonal closures.



- B.
  - (i) To remove, destroy, mutilate, deface or damage any building, structure, facility, sign, marker, rock, vegetation, or other object located on Parks or Open Space lands.
  - (ii) To construct, place, or maintain any kind of road, trail, structure, signs, markers, fence, enclosure, communication equipment or other improvements on Park or Open Space lands without written permission from Douglas County.
  - (iii) To excavate, dig, or disturb the ground of any Park or Open Space lands, including but not limited to any rock, soil, sediment or vegetable matter without the written permission of Douglas County.
  - (iv) To utilize any metal detector or similar device to search for any object in Parks or Open Space lands without the written permission of Douglas County.
- C.
  - (i) To deposit or leave any refuse, trash, litter, household, construction debris, or commercial garbage or trash, including but not limited to brush, lawn trimmings, and Christmas trees, in or upon any Park or Open Space lands except by depositing such refuse, trash, debris or litter in designated refuse receptacles.
  - (ii) To leave any refuse or rubbish generated on Parks or Open Space lands except when deposited in designated receptacles.
- D.
  - (i) To build, start, or light any fire of any nature on any Park or Open Space lands except in outdoor fireplace grills or camp stoves within designated areas.
  - (ii) To build, start, or light any fire of any nature in an outdoor fireplace grill or camp stove, or any other place whatsoever, even within designated areas, on Park or Open Space lands at any time that the Board has passed a resolution *banning* such fires due to fire danger in the County or neighboring areas.
  - (iii) To burn any material in a careless manner, or to leave any fire unattended, or to fail to completely extinguish any fire, on any Park or Open Space lands.
  - (iv) To collect firewood on any Park or Open Space lands, except with the written permission of the County.
- E.
  - (i) To feed, hunt, trap, catch, molest, take, harass, harm, or kill any wild animal, bird, fish, reptile or amphibian or to disturb their habitat, on any Park or Open Space lands except:

- (a) In designated areas where hunting is allowed by written permission from Douglas County in accordance with rules and regulations administered by the Colorado Division of Wildlife; or
  - (b) With written permission from Douglas County for purposes of scientific studies, research, wildlife census, education, or interpretation.
- (ii) To allow domestic pets to harm, kill, chase, or otherwise harass any wild animal, bird, fish, reptile or amphibian on any Park or Open Space lands. Any dog or other domestic animal within a Park or Open Space land shall be restrained by a leash, cord, rope or chain and under physical control of a person, except as otherwise provided for in this paragraph or posted with approval from the Board of County Commissioners.
- (iii) To relocate or release animals, fish, birds or insects onto any Park or Open Space lands without the written permission of the County.
- F.
  - (i) To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air guns on any Park or Open Space lands.
  - (ii) To possess, use, draw, or discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bolts on any Park or Open Space lands.
  - (iii) To possess, use or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets on any Park or Open Space lands.
  - (iv) To ignite or launch any model rocket on any Park or Open Space lands.
  - (v) To use, ignite, or fire any fireworks or explosives, on any Park or Open Space lands, except in designated areas when authorized in writing by Douglas County.
  - (vi) To golf or hit golf balls except where specifically permitted.
- G.
  - (i) To operate any motorized vehicle on any Park or Open Space lands, except on designated roadways and parking lots, which are open to public use. Emergency, maintenance, and patrol vehicles are specifically excluded.

- (ii) To operate without written authorization by Douglas County, a motorized vehicle upon any roadway located on Park or Open Space lands that is designated a "service road."
  - (iii) except during lighted sporting events, or with written permission from the Director of the Division of Parks and Trails or the Director of the Division of Open Space and Natural Resources, to park or leave unattended any vehicle on any Park or Open Space lands at any time between one hour after sunset to one hour before sunrise.
- H. To park vehicles or trailers on any Parks or Open Space lands where prohibited or in such a manner as to create a hazard to vehicular, pedestrian, equestrian, or bicycle traffic, *except at an approved special event.*
- I. To camp overnight, or to park a trailer or camper for overnight camping purposes, on any Park or Open Space lands, except in areas which are designated for camping; or to camp, or to park a trailer or camper, in such a designated area for a period of time in excess of the posted or permitted limits, except for an approved special event.
- J. To enter, use or occupy Park and Open Space lands between the hours of one hour after sunset and one hour before sunrise, except when such entry, use or occupancy is within a designated active regional or local park where recreational activities may be allowed until 11:00 p.m., or when such entry, use or occupancy is authorized in writing by the Director of the Douglas County Division of Parks and Trails or the Director of the Douglas County Division of Open Space and Natural Resources.
- K.
  - (i) To molest, harm, chase or otherwise harass any livestock on any Park or Open Space lands.
  - (ii) To allow domestic pets to molest, harm, chase or otherwise harass any livestock upon any Park or Open Space lands.
  - (iii) To turn livestock onto or to negligently or intentionally allow livestock to graze upon any Park or Open Space lands without written permission of the County.
- L. To swim or wade in waters within any Park or Open Space lands, except in designated areas.
- M.
  - (i) To operate any boat or other flotation device on waters within any Park or Open Space lands, except in designated areas.

- (ii) To anchor or beach boats unattended overnight on any Park or Open Space lands or waters, except in designated areas.
  - (iii) To launch any boat from a trailer, car, truck or any other conveyance on any Park or Open Space lands, except in designated launch areas.
- N.
  - (i) To engage in any activity on any Park or Open Space lands that unreasonably endangers the health, safety, and welfare of any person, animal or property.
  - (ii) To engage in disorderly conduct, as defined in § 18-9-106, C.R.S.
- O. To conduct any commercial activity, or provide any service, product or activity for which a fee is charged, on any Park or Open Space lands, except when such activity is authorized in writing by Douglas County.
- P.
  - (i) To fail to restrain any dog, cat, horse, or other domestic animal on any Park or Open Space lands that one owns or that is in one's custody, care, or control, by use of a leash, cord, or rope not to exceed 10 feet in length, except in designated areas.
  - (ii) To allow any vicious dog, as that term is defined in Douglas County Resolution No. R-998-100, onto any Park or Open Space lands.
  - (iii) To leave unattended on any Park or Open Space lands any dog, cat, horse, or other domestic animal that one owns or that is in one's custody, care, or control.
  - (iv) To bring any dog, cat, horse, or other domestic animal that one owns or that is in one's custody, care, or control, into the Highland Heritage Regional Park, located southwest of the intersection of Quebec Street and University Boulevard, the Columbine Open Space property and the Sharptail Ridge Open Space property, except where permitted by signs as provided in paragraph P.(iv) below.
  - (v) Any person who brings a dog into a Park or Open Space land shall pick up, carry out and dispose of that dog's excrement.
  - (vi) The Director of the Douglas County Division of Parks and Trails may authorize dogs, cats, horses and other animals in the Highland Heritage Regional

Park for special events, subject to those conditions deemed necessary by the Director to protect the public health and safety.

Q. To exceed the speed of 20 miles per hour, or as otherwise posted, on all roadways and parking areas on any Park or Open Space lands.

R. For any person to consume malt, vinous, or spirituous liquor (alcohol in excess of 3.2%) on any Park or Open Space lands, except on liquor licensed premises.

S. To carry, possess or discard any glass container or bottle on any Park or Open Space lands.

T. To walk, run, jog, hike, bicycle, or ride a horse off-trail, on any Park or Open Space lands that contain any trail, except under the immediate direction and control of a Douglas County employee or an authorized Douglas County Parks or Open Space volunteer, unless otherwise designated.

U. To interfere or attempt to interfere with any Park Ranger, other County employee, contractor, or volunteer while in the performance of their official duties, or to give false or misleading information with the intent to mislead said person in the performance of their duties.

V. To conduct any of the following at Bingham Lake:

- (i) Any commercial enterprise
- (ii) Motorized boats, except those propelled solely by electric motors
- (iii) Boats exceeding twenty feet in length
- (iv) Model airplanes using internal combustion engines
- (v) Skateboarding
- (vi) Skating, including in-line, roller, and ice skating
- (vii) Scuba diving
- (viii) Any use of firearms, by persons other than law enforcement personnel
- (ix) Any activity that may result in violation of the Clean Water Act, 33 USC
- (x) Swimming
- (xi) Camping
- (xii) Fireworks
- (xiii) Open fires
- (xiv) Dumping of trash
- (xv) Ice fishing
- (xvi) Archery

#### SECTION IV: AUTHORITY OF DOUGLAS COUNTY PARKS AND OPEN SPACE RANGERS

A. Pursuant to § 29-7-103, C.R.S., Park Rangers employed by Douglas County are hereby designated to enforce these rules and regulations by issuance of a penalty assessment.

B. The foregoing designation shall not preclude the Douglas County Sheriff's Office from enforcement of these rules as misdemeanors pursuant to § 18-9-117, C.R.S., when said rules and regulations have been prominently posted as provided in § 18-9-117, C.R.S.

#### SECTION V: ADDITIONAL PROVISIONS

A. Violation of any of these rules and regulations shall be grounds for eviction from the property.

B. These regulations shall not be applicable to nor prohibit any act by an officer, employee, or contractor of Douglas County who is engaged in the performance of any act within the scope of his or her employment.

C. Organized events for recreational, athletic, social, training, or educational purposes are allowed only by Special Use Permits issued by the Director of the Douglas County Division of Parks and Trails or the Director of the Douglas County Division of Open Space and Natural Resources.

PASSED AND ADOPTED this 15<sup>th</sup> day of March, 2005, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

BY: Walter M. Maxwell  
WALTER M. MAXWELL

ATTEST: Mary A. Niblack  
MARY A. NIBLACK, Deputy Clerk

