

APPENDIX H
AGREEMENTS AND LOCAL ORDINANCES

Park	Parcels	County	Agreement Type	Agreement Date	Term (yrs.)	Expiration Date	Acres	Legal Description	Parties	Fee Owner	Manager	Reception #	Date Recorded
Cheyenne Mountain	City of Colorado Springs (TOPS)	El Paso	O&M Agmt	8/28/2000	perpetual	n/a	620	Sec. 23-25, T15S, R67W, Sec. 30, T15S, R66W	DPOR; City of Colorado Springs	City of Colorado Springs	DPOR	n/a	n/a
Cheyenne Mountain	Cheyenne Mtn Reserve; Newman	El Paso	Amendment to O&M Agmt	6/8/2009	perpetual	n/a	549	Sec. 23, 26, T15S, R67W	DPOR; City of Colorado Springs	City of Colorado Springs	DPOR	n/a	n/a
Cheyenne Mountain	J-L Ranch	El Paso	Joint Development Agreement	6/1/2000				Sec. 18-20,30, T15S, R66W, Sec. 23-25, T15S, R67W	DPOR; Denman Investment Corp., Inc.			200063514	6/5/2000

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OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, dated for reference this 28th day of August, 2000, between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and the State of Colorado Department of Natural Resources, Division of Parks and Outdoor Recreation ("State"), is intended to provide for the State's operation and maintenance of City-owned JL Ranch Open Space adjacent to Cheyenne Mountain State Park.

BACKGROUND:

The State has acquired 1060 acres of open space commonly known as "JL Ranch" for the purpose of establishing a state park (Cheyenne Mountain State Park) in El Paso County, Colorado. In an effort to conserve natural and visual resources, preserve scenic vistas and areas, preserve wildlife habitats and corridors, preserve significant land formations and landmarks, support biodiversity and buffer the state park from surrounding developments, the City has acquired, with Trails, Open Space and Parks sales tax funds, fee ownership of 620 acres of the JL Ranch Open Space to the west and south of the state park land. The City-owned JL Ranch Open Space ("the Property") is legally described in the attached Exhibit A, which is incorporated and made a part of this Agreement. It is the intent of the City Council and State Park Board that the entire 1680 acre state park / JL Ranch Open Space area be viewed as one seamless, functional park and open space system operated by the State. This Intergovernmental Agreement (the "Agreement"), authorized pursuant to C.R.S. § 29-1-203, as amended, shall set forth the terms and conditions of the State's operation and maintenance of the City-owned JL Ranch Open Space.

1. Term and Termination.

(a) Agreement shall be effective as of the date of closing on the City's acquisition of the JL Ranch Open Space and shall continue in perpetuity.

(b) Either party may terminate this Agreement upon a majority vote of its governing body and ninety (90) days written notice to the other party.

2. JL Ranch Open Space Operation and Maintenance.

(a) The State shall operate, manage and maintain the Property in a manner and at a level equal to that afforded the state park adjacent to the Property.

(b) Operation, management and maintenance of the Property shall include, but not be limited to:

(1) Developing and implementing a management plan for the Property, a park master plan, forest management plan and any other plans necessary for

the efficient operation, management or maintenance of the state park or the Property;

(2) Entering into any appropriate agreements for the provision of law enforcement or fire protection services to the state park or the Property;

(3) Monitoring and requesting enforcement of state or federal environmental laws, rules or regulations. The State shall comply with any environmental law, rule, regulation, ordinance, code, permit or order of any and all governmental bodies, agencies, authorities and courts having jurisdiction. In the event of an unauthorized release to the environment of a hazardous substance or hazardous material at, on or through the Property, the State shall immediately notify the City and take any appropriate steps to contain the release. The State shall also comply with all regulatory requirements related to the release, including notification to appropriate governmental agencies or entities. The State shall pay all costs, claims, losses, damages, fines and penalties associated with any release resulting from the State's operation, management or maintenance of the Property;

(4) Using only pesticides, herbicides and other substances or materials identified now or in the future as hazardous under any federal, state, local law, rule or regulation ("hazardous substance or hazardous material"), which have been pre-approved in writing by the City;

(5) Controlling access to the state park and Property by means of fencing and/or the payment of a fee;

(6) Erecting boundary, wildlife management or other fences necessary to preserve and protect the state park or the Property;

(7) Closing the state park or the Property temporarily due to emergency conditions or as necessary for maintenance or repair.

3. Obligations.

(a) The City and State shall meet at least annually to discuss matters of mutual concern regarding this Agreement.

(b) Any conflict between the parties pertaining to this Agreement or the management plan shall be resolved by the City's Parks Manager and the State's South Region Manager. Resolution may include, but shall not be limited to, resource allocation, cost sharing or amendment of this Agreement or the management plan for the Property.

(c) The State shall notify the City prior to any significant departure from the management plan for the Property.

(d) The City and State shall comply with all state statutes, rules and regulations pertaining to the ownership, operation, maintenance or management of state parks.

(e) The City and State shall comply with the provisions of the City's TOPS Ordinance (Chapter 18, Article 6 of the Code of the City of Colorado Springs 1980, as amended) as it pertains to the operation of TOPS-acquired open space.

(f) The State shall comply with the provisions of the Great Outdoors Colorado Stewardship Policy for Land Conservation Projects.

(g) The City and State shall comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, recorded at Reception No. 200063509 in the records of the Clerk and Recorder of El Paso County, Colorado.

(h) The City shall be responsible for regular inspection of the Property for compliance with this Agreement.

(i) The City shall be responsible for defending its interest in the Property and any TOPS-imposed restrictions upon the use of the Property.

4. Agreement Administrators; Notice.

(a) The City's Parks Manager and the State's South Region Manager shall be responsible for administering the terms of this Agreement and acting as communications liaisons with the other party.

(b) Any notice required by this Agreement shall be deemed effective when mailed first class, postage prepaid, or hand-delivered to the following:

City: Parks Manager
Parks, Recreation and Cultural Services
1400 Recreation Way
Colorado Springs, CO 80905

State: South Region Manager
Colorado State Parks
2128 North Weber
Colorado Springs, CO 80907

5. General Provisions.

(a) The City and State shall be responsible for their own negligence incurred as a result of their activities under this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided the City and State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

(b) Participation in this Agreement by the City or State is expressly subject to appropriation of funds by that party.

(c) This Agreement may not be assigned by either party without the prior written consent of the other party.


(d) This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs. Court jurisdiction shall exclusively be in the District Court for El Paso County. The parties shall insure that they and their employees, agents and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or later amended.

(e) This Agreement shall not be construed to create liability among the City or State for failure of either to abide by the provisions of this Agreement, nor shall this Agreement be construed as creating a benefit or enforceable right for any person not a party to the Agreement.

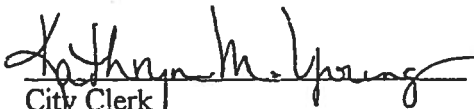
(f) The City or State may amend this Agreement any time. Amendments must make specific reference to this Agreement and be executed in writing, signed by duly authorized representatives of both parties.

DATED this 28th day of August, 2000.

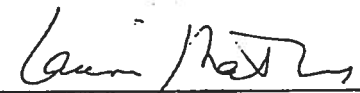
FOR CITY OF COLORADO SPRINGS:


By: Paul D. Butcher, Manager
Parks, Recreation and Cultural
Services

ATTEST:


City Clerk

FOR STATE PARKS:


By: Laurie Mathews, Director

APPROVED AS TO FORM:

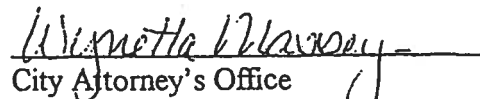

City Attorney's Office

EXHIBIT A

Page 1 of 3

Cheyenne Mountain State Park Legal Description, City of Colorado Springs TOPS Purchase

The SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ of Section 23, Township 15 South, Range 67 West of the 6th P.M. in El Paso County, Colorado.

The NW ¼ and the N ½ of the N ½ of the NE ¼ all of Section 25, Township 15 South, Range 67 West of the 6th P.M. in El Paso County, Colorado excepting therefrom that portion conveyed to Rock Creek Mesa Water District by Warranty Deed recorded February 21, 1986 in Book 5130 at Page 380.

The SW ¼ of the SW ¼ and the N ½ of the SW ¼ and the W 930' of the SE ¼ of the SW ¼ and the E ½ of the NW ¼ all of Section 24, Township 15 South, Range 67 West of the 6th P.M. in El Paso County, Colorado, excepting therefrom those portions described as tracts 102-1 and 102-2 in Decree on Declaration Of Taking recorded November 24, 1959 in Book 1779 at Page 185 under reception no. 134796. Also that portion of Section 24 described as follows: beginning at the northeast corner of the NW ¼ of said Section 24; thence easterly along the north line of said Section 24, a distance of approximately 1116.38'; thence S 46°24'15" W, a distance of approximately 1508.78' to a point on the east line of the NW ¼ of said Section 24; thence north along the east line of the NW ¼ of said Section 24, a distance of approximately 1019.56' to the point of beginning.

A tract of land in portions of the NW ¼ and the W ½ of the NE ¼ of Section 30, Township 15 South, Range 66 West of the 6th P.M. in El Paso County, Colorado, described as follows: beginning at the Section corner of Sections 19 & 30, Township 15 South, Range 66 West and Sections 24 & 25, Township 15 South, Range 67 West of the 6th P.M.; thence S 49°35'44" E, a distance of 1509.89'; thence N 87°36'22" E, a distance of 258.5'; thence S 70°33'49" E, a distance of 164.72'; thence on the arc of a non-tangent curve to the right, whose chord bears S 36°27'40" E, with a radius of 70.00', a delta of 68°52'10", and an arclength of 84.14'; thence S 03°36'21" E, a distance of 64.28'; thence on the arc of a non-tangent curve to the left, whose chord bears S 61°29'48" E, with a radius of 210.00', a delta of 103°04'60", and an arclength of 377.82'; thence N 64°33'19" E, a distance of 290.93'; thence S 44°02'31" E, a distance of 1023.38' to a point on the westerly line of a strip of land described in a deed to El Paso County recorded July 25, 1910 in Book 473, Page 64; the following four (4) courses follow said westerly line:

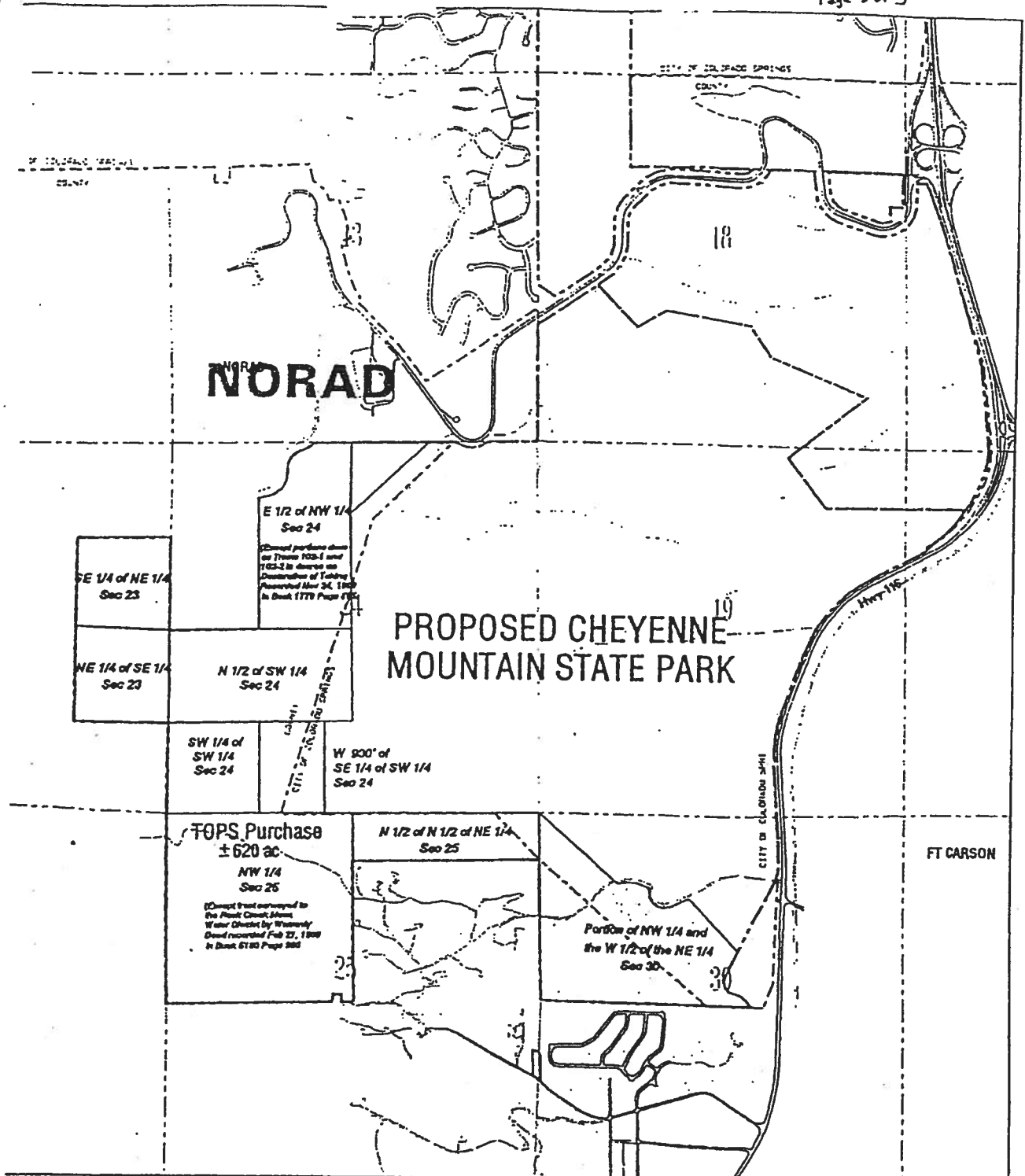
- 1) thence S 26°25'00" W; a distance of 410.28';
- 2) thence on an arc of a curve to the left, whose chord bears S 27°59'19" E, with a radius of 154.56', a delta of 107°03'32", and an arclength of 288.80';
- 3) thence on the arc of a curve to the right, whose chord bears S 63°27'08" E, with a radius of 256.48', a delta of 36°41'16", and an arclength of 164.23';
- 4) thence S 45°10'00" E, a distance of 197.00' to a point on the south line of the NW ¼ of said Section 30;


thence run westerly along the south line of the NW ¼ of said Section 30, a distance of approximately 3018.4' to the southwest corner of the NW ¼ of said Section 30; thence run northerly along the west line of the NW ¼ of said Section 30, a distance of approximately 2644' to the point of beginning, excepting therefrom a 60' ROW easement for the existing roadway known as Pine Oaks Rd, said 60' ROW easement being 30' on each side of the centerline of said roadway.

Above said tracts of land contain 620 acres more or less.

This legal was prepared from existing plats and legals of record, and was not surveyed in the field. Therefore, the acreage described above is approximate only. The intent is to follow the courses along ownership lines, which may vary from the record courses and distances.

Prepared by:
Colorado Springs Parks & Recreation Department
1401 Recreation Way
Colorado Springs, CO. 80905-1024
May 5, 1999



 <p>COLORADO SPRINGS PARKS & RECREATION FACILITIES INFORMATION MANAGEMENT SYSTEM</p>	<p>CHEYENNE MTN STATE PARK: TOPS PURCHASE</p> <p>SCALE 1" = 1800'</p> <p>State Plane Coordinates Colorado Central Zone NAD83 - US Survey Feet Vertical Datum - NGVD83</p> <p>Lower Left: 3183220, 1319432 Upper Right: 3197828, 1336232 MAP VERSION: 04-13-2000</p>	<p>© 2000 City of Colorado Springs on behalf of the Colorado Springs Utilities. All rights reserved. This map, and/or the data contained herein, may not be reproduced, modified, distributed, republished, or used in any manner without the prior express written consent of the City of Colorado Springs and Colorado Springs Utilities. This work was prepared utilizing the best data available at the time of plot file creation and is released for informational use only. The user of this map assumes any liability, damages or expenses, or any legal liability or responsibility for errors, omissions, or omissions of any data contained herein. The City of Colorado Springs, Colorado Springs Utilities and their employees explicitly disclaim any responsibility for the data contained herein.</p>
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FIRST AMENDMENT TO OPERATION AND MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, dated for reference this 8th day of June, 2009, between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and the State of Colorado Department of Natural Resources, Division of Parks and Outdoor Recreation ("State").

WITNESSETH

WHEREAS, the City and the State entered into an Agreement entitled "OPERATION AND MAINTENANCE AGREEMENT" on August 28, 2000 ("Original Agreement") to provide for the State's operation and maintenance of City-owned JL Ranch Open Space adjacent to Cheyenne Mountain State Park; and

WHEREAS, since the execution of the Original Agreement, the City has acquired additional property adjacent to Cheyenne Mountain State Park; and

WHEREAS, the City desires to have the State operate and manage these additional properties as a part of Cheyenne Mountain State Park; and

WHEREAS, both the City and State have entered into discussion on this matter and have reached mutual agreement.

NOW, THEREFORE, in consideration of the following terms, conditions and covenants, it is agreed as follows:

For the convenience of all parties interpreting this amendment to the Original Agreement, overstrikes will be utilized to delete language and bold capitalization will be utilized to add language.

1. That the Background section of the Original Agreement is hereby amended to read as follows:

The State has acquired ~~4060~~ 1545 acres of open space commonly known as "~~JL Ranch~~" for the purpose of establishing a state park (Cheyenne Mountain State Park) in El Paso County, Colorado. In an effort to conserve natural and visual resources, preserve scenic vistas and areas, preserve wildlife habitats and corridors, preserve significant land formations and landmarks, support biodiversity and buffer the state park from surrounding developments, the City has acquired, with Trails, Open Space and Parks sales tax funds, fee ownership of ~~620~~ 1172 acres of the ~~JL Ranch~~ Open Space to the west and south of the State Park land. The City-owned ~~JL Ranch~~ Open Space ("the Property") is legally described in the attached Exhibit A, which is incorporated and made a part of this Agreement. It is the intent of the City Council and State Park Board that the entire ~~4680-acre~~ state park / ~~JL Ranch~~ CITY Open Space area be viewed as one seamless, functional park and open space system operated by the State. This Intergovernmental Agreement (the "Agreement"),

authorized pursuant to C.R.S. 29-1-203, as amended, shall set forth the terms and conditions of the State's operation and maintenance of the City-owned ~~JL Ranch~~ Open Space.

2. That Exhibit A of the Original Agreement is amended to include the legal descriptions of the additional parcels acquired by the City as attached to this Amendment to Agreement as Exhibit A.
3. That the title of paragraph 2 be added to read as follows:

"~~JL Ranch Open Space~~ Operation and Maintenance OF CITY OPEN SPACE."

4. That paragraph 2 (8) be added as follows:

ALLOWING TRAIL ACCESS TO THE TOP OF CHEYENNE MOUNTAIN AT NO CHARGE TO USERS WHO ACCESS THE TOP OF CHEYENNE MOUNTAIN FROM TRAILS LOCATED OUTSIDE THE STATE PARK AND WHO ARE NOT ENTERING THROUGH THE STATE PARK ENTRANCE GATE. ALL USERS ENTERING THE PARK THROUGH THE ENTRANCE GATE WILL BE CHARGED A FEE.

5. That paragraph 3(g) be amended to read as follows:

The City and State shall comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, recorded at Reception No. 200063509 AND SHALL COMPLY WITH THE PROVISIONS OF THE CONSERVATION EASEMENTS RECORDED AT RECEPTION NO. 207139945, RECEPTION NO. 207139949, AND RECEPTION NO. 208012326 in the records of the Clerk and Recorder of El Paso County, Colorado

6. That paragraph 4(a) be amended to read as follows:

"(a) The City's Parks Manager DIRECTOR and the State's SouthEAST Region Manager shall be responsible for administering the terms of this Agreement and acting as communications liaisons with the other party."

7. That paragraph 4(b) be amended to read as follows:

"(b) Any notice required by this Agreement shall be deemed effective when mailed first class, postage prepaid, or hand-delivered to the following:

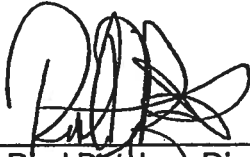
City: Parks Manager DIRECTOR
Parks, Recreation and Cultural Services
~~1400~~ 1401 Recreation Way
Colorado Springs, CO 80905

State: SouthEAST Region Manager
Colorado State Parks
4255 SINTON ROAD
Colorado Springs, CO 80907"

8. All other terms and conditions of the Original Agreement shall remain in full force and effect unless amended herein, and all amended items described herein shall be effective DATE

DATED this 8th day of June, 2009.

FOR THE CITY OF COLORADO SPRINGS:



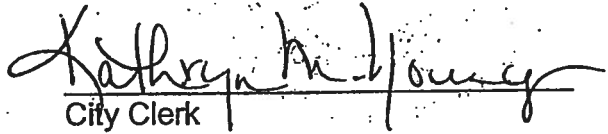
By: Paul Butcher, Director
Parks, Recreation and Cultural Services

Approved as to form:

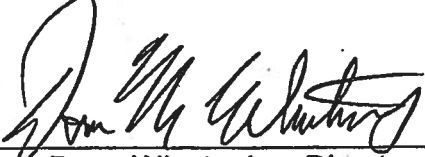


Office of the City Attorney

ATTEST:


City Clerk

FOR STATE PARKS:



By: Dean Winstanley, Director

LEGAL DESCRIPTION: CHEYENNE MOUNTAIN STATE PARK, CITY OF
COLORADO SPRINGS TOPS PURCHASE AREA
First Amendment to Operation and Maintenance Agreement

A tract of land in Section 23 and the Northeast Quarter of Section 26, Township 15 South, Range 67 West, of the 6th Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section 23, from which the Southwest corner of said Section 23 bears S00°00'00"E, and is the basis of bearings used herein; thence N00°00'00"E along the west line of said NW ¼ SW ¼, 1320.00 feet to the Northwest corner thereof; thence N90°00'00"E along the north line of said NW ¼ SW ¼, 1320.00 feet to the Northeast corner thereof; thence N00°00'00"E along the east line of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of said Section 23, 660.00 feet; thence N90°00'00"W, 1320.00 feet to a point on the west line of said Section 23; thence N00°00'00"E along said west line of Section 23, 1180.00 feet, thence N90°00'00"E, 2640.00 feet; thence N00°00'00"E, 577.23 feet; thence N90°00'00"E, 1320.00 feet; thence N00°00'00"E, 222.77 feet to a point on the north line of said Section 23; thence N90°00'00"E along said north line of Section 23, 820.00 feet; thence S00°00'00"E, 850.00 feet; thence N90°00'00"E, 500.00 feet to a point on the east line of said Section 23; thence S00°00'00"E along said east line of Section 23, 470.00 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of said Section 23; thence N90°00'00"W along the south line of said NE ¼ NE ¼, 1320.00 feet to the Southwest corner thereof; thence S00°00'00"E along the east line of the West Half of the East Half (W ½ E ½) of said Section 23, 2640.00 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) of said Section 23; thence N90°00'00"W along the south line of the North Half of the South Half (N ½ S ½) of said Section 23, 3960.00 feet to the **Point of Beginning**; together with the South Half of the Southeast Quarter (S ½ SE ¼) of said Section 23; the South Half of the Northeast Quarter (S ½ NE ¼), and the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of said Section 26; and together with all of Blocks 1, 2, 3, 4, 6, 9, 12, 13; and 14, and Lots 1 through 6, inclusive, and Lots 47 through 52, inclusive, all in Block 10, and Lots 27 through 34, inclusive, in Block 11, as platted on Winkler Addition Number One, recorded in Book O at Page 7 in the records of said County, said tract of land containing a combined area of 537.04 acres, more or less.

The tract of land herein described does not represent a monumented survey. It is the intent of the legal to describe the approximate location of the tract in relation to existing parcels of record and ownership.

Prepared by:
Colorado Springs Parks, Recreation & Cultural Services Department
1401 Recreation Way
Colorado Springs, CO. 80905-1024
February 8, 2009

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Article 6

TRAILS, OPEN SPACE AND PARKS PROGRAM¹

PART 1 GENERAL PROVISIONS

4.6.101: PURPOSE:

The general purposes of this article are as follows:

- A. To establish a trails, open space and parks program to acquire real property in the City and El Paso County by various types of transactions when determined by the City Council, acting pursuant to authority set forth in this article, to be necessary to preserve the area.

- B. To acquire water rights and water storage rights for use in preserving fragile ecosystems, natural areas, scenic vistas and areas, fish and wildlife habitats and corridors, or important areas that support biodiversity, natural resources and landmarks, and cultural, historical and archeological areas.

- C. To acquire mineral and fuel resource rights in order to protect the visual, geological and biological surface features of open space lands and trails.

- D. To acquire rights of way and easements for access to open space lands and for trails and to build and improve the accessways and trails.

- E. To acquire options related to these acquisitions.

- F. Conservation of new open space lands shall be related to resource management including, but not limited to, water improvements (irrigation, domestic use and recreational use), preservation enhancements (fences, wetlands and wildlife habitat improvements), and passive recreational uses, such as trail, trailhead parking and other access improvements, and restrooms.

- G. To manage, patrol, improve and maintain all new open space lands and trails acquired with revenues generated by a sales and use tax approved by the electorate pursuant to this article, in accord with the purposes set forth in this article.
- H. To improve new park lands acquired with revenues generated by a sales and use tax approved by the electorate pursuant to this article, in accord with this article.
- I. To permit the use of the funds generated by the approved sales and use tax for the joint acquisition of new open space lands between the City and the County of El Paso and neighboring counties, recreational districts or with other governmental entities or land trusts, or with private individuals, corporations or entities, as would benefit the citizens of the City.
- J. To permit the use of the funds generated by the approved sales and use tax for repaying bonds issued for trails, open space and park capital purchases.
- K. Open space lands, for the purposes of this article, are generally described as those lands that are, or which may be in the future, in the public interest to protect and preserve, and which fulfill one or more of the functions described in this article. The interest acquired may include fee simple ownership, leases, easements, including conservation easements, or development rights. All open space land purchases in fee simple shall require the payment of fair market value as just compensation. The City shall be authorized, but shall not be obligated, to accept lands donated as trails, open space or park lands which are consistent with the functions or which fulfill the purposes described herein.
- L. Open space lands shall serve one or more of the following functions:
1. Linkages and trails, access to public lakes, streams, and other suitable open space lands, stream corridors and scenic corridors along existing highways;
 2. Preservation of fragile ecosystems, natural areas, scenic vistas and areas, fish and wildlife habitats and corridors, or important areas that support biodiversity, natural resources, significant land formations and landmarks, and cultural, historical and archeological areas;
 3. Creating spatial definition of and between urban areas;
 4. Areas of environmental preservation, designated as areas of concern, generally in multiple ownership, where several different preservation methods (including other governmental bodies' participation or private ownership) may need to be used;

5. Conservation of natural and visual resources, including, but not limited to, forest lands, range lands, agricultural land, aquifer recharge areas, and surface water;
6. Lands within or adjacent to a park or public open lands whose development potential is clearly incompatible with those lands; and
7. Preservation of land for educational opportunities and outdoor recreation areas limited to passive recreational use, including, but not limited to, hiking, photography or nature studies, and if specifically designated, bicycling, horseback riding, or fishing.

M. Park lands shall serve one or more of the following functions:

1. Irrigated multipurpose turf playing areas for both youth and adult baseball, softball, soccer, football, etc.;
2. New neighborhood parks;
3. Individual picnic areas and group picnic pavilions;
4. Playgrounds;
5. On site parking; and
6. Restrooms, drinking water fountains and storage areas.

N. "Trails" are defined as public thoroughfares within and connecting open space lands and greenways for nonmotorized use, often located in or near natural waterways, and which shall serve one or more of the following functions:

1. Hiking, walking or jogging;
2. Recreational or commuter bicycling; and
3. Horseback riding.

O. No motorized vehicles, other than those necessary for maintenance, emergencies or safety, shall be permitted on trails, open space or parks supported by this article. No right of way for new roadways or utility corridors shall be assumed in areas obtained pursuant to this article.

P. When public improvements are located in urban trail corridors, maximum effort will be undertaken to restore the land to its natural state while also providing for efficient maintenance of the constructed facilities. (Ord. 97-96; Ord. 01-42; Ord. 03-69)

4.6.102: DEFINITIONS:

- A. City Code Definitions Incorporated: For purposes of this article, the definitions of the words contained herein shall be as defined in [chapter 2](#) of this Code concerning sales and use taxes. (Ord. 97-96; Ord. 01-42)

4.6.103: CITIZENS ADVISORY COMMITTEE:

- A. The City Council shall establish and appoint a Trails, Open Space and Parks Advisory Committee which shall be charged with the following duties and responsibilities:
1. To make recommendations to the City Council regarding disbursements of funds from the Colorado Springs trails, open space and parks fund, and the selection of open space land to be acquired, maintained, developed or preserved, and establishment of priorities therefor; and may by separate and additional resolutions promulgate the rules and regulations as may be required to implement this proposal for the best interests and preservation of the public peace, health, safety and welfare of the citizens of the City, including, without limiting the generality of the foregoing, all rules and regulations designed to assure that all proceeds from the taxes and other revenue sources, reimbursements, rebates or refunds thereof shall be used for the purposes set forth herein.
 2. To make recommendation to the City Council concerning the trails, open space and parks program, to periodically review the open space elements of the comprehensive land use plans for both the City and the County of El Paso, to review the Mayor's budget as it relates to open space matters and to submit its recommendations concerning this budget to the City Council, and it may prepare and submit to the City Council, the Mayor, the Parks Department, the Utility Department or any other City department, recommendations on any other matter relating to or affecting the trails, open space and parks program, and it may request and obtain from the Mayor, the Parks Department, the Utility Department or any other City department, information relating thereto.
- B. To assist the advisory committee in carrying out its functions in an efficient manner, the advisory committee shall be authorized to recommend to City Council the expenditure of up to two percent (2%) of the revenues collected by the City to retain outside professional services to the extent necessary or appropriate. The expenses shall be considered part of and count against the administration expenses described in subsection [4.6.202A](#) of this article, and subject to the limitations set forth therein.

- C. The members of the advisory committee shall all be residents of the City, shall not hold elected public office, shall serve without pay and shall be appointed by the City Council. At a minimum, the advisory committee shall include at least one member from each of the following:
1. One representative appointed at large selected from lists of nominees submitted by nonprofit groups whose mission includes promoting and protecting open space lands;
 2. One representative appointed at large selected from lists of nominees submitted by nonprofit neighborhood groups; and
 3. One representative appointed at large selected from lists of nominees submitted by nonprofit groups whose mission includes promoting and protecting trails.
- D. No later than the year 2025, the advisory committee shall draft language for and recommend to the City Council a ballot measure which shall be referred to the electors of the City concerning renewal of this article. (Ord. 97-96; Ord. 01-42; Ord. 03-69; Ord. 11-19)

PART 2 DEPOSIT AND EXPENDITURE OF REVENUES

4.6.201: SALES TAX:

Those sections of [chapter 2](#) of this Code which establish the tax rate shall reflect an increase of 0.1 percent for the purpose of funding the City's trails, open space and parks program as described in part 1 of this article. (Ord. 97-96; Ord. 01-42)

4.6.202: DEPOSIT AND EXPENDITURE OF REVENUES:

The sales tax and other revenue source funding collected pursuant to this part shall be deposited in a special fund, to be known as the "Colorado Springs trails, open space and parks fund" (the "fund") and all revenue derived from sales tax and revenues received from other sources shall be allocated and expended only in the following amounts, and for the following purposes:

A. Maximum Deposit:

1. Of the proceeds collected pursuant to this part, a maximum of three percent (3%) may be deposited into an account identified as a trails, open space and parks administration, planning and management fund as may be allocated for use by the City Council as recommended by the Trails, Open Space and Parks Advisory Committee ("advisory committee") established by this article for planning purposes as concerning trails, open space and parks.
 2. Of the proceeds collected pursuant to this part, a maximum of six percent (6%) may be deposited into an account identified as a trails, open space and parks stewardship and maintenance fund as may be allocated for use by the City Council, as recommended by the Trails, Open Space and Parks Advisory Committee ("advisory committee") established by this article, for stewardship and maintenance purposes related to trails, open space and parks acquired with sales tax and other revenue source funding collected pursuant to this part.
- B. Funds Separate: For purposes of Colorado Constitution, article X, section 20 and City Charter section 7-90, the receipt and expenditure of revenues of the sales and use tax shall be accounted for, budgeted and appropriated separately from other revenues and expenditures of the City and outside of the fiscal year spending of the City as calculated under Colorado Constitution, article X, section 20 and City Charter section 7-90. Nothing in Colorado Constitution, article X, section 20 and City Charter section 7-90 shall limit the receipt and expenditure in each fiscal year of the full amount of the revenues of the sales and use tax, nor shall receipt and expenditure of the revenues affect or limit the receipt or expenditure of any and all other revenues of the City for any fiscal year; nor shall Colorado Constitution, article X, section 20, or City Charter section 7-90 limit the receipt and expenditure of revenues received from sources outside of the sales and use tax described by this part, regardless of the source, and specifically including, but not limited to, any revenues received from the great outdoors Colorado fund or private donations.
- C. Public-Private Partnerships: Private individuals, corporations or entities may form public-private partnerships with the City and the respective municipalities to advance the purposes described in section [4.6.101](#) of this article, including the making of private donations for those purposes. This article shall not be construed to limit any tax credits or deductions that may be afforded to private individuals, corporations or entities for charitable donations made hereunder and which are permitted by the Internal Revenue Code, as amended.
- D. Bonds: The City may issue bonds as approved by the voters in future elections to advance the capital acquisition purposes of this article.
- E. Interest: Interest generated from the revenues of the sales and use tax or other revenues received pursuant to this article shall be used for the purposes set forth above in this article.

- F. Open Space Lands Account: Of the revenues distributed hereunder, after deductions for planning as described in subsection A of this section, a minimum of sixty percent (60%) shall be used only for the acquisition and stewardship of new open space lands as provided herein.
1. The funds allocated for new open space lands shall be expended by the City only for the purposes set forth in section [4.6.101](#) of this article.
 2. Excepting land leases for the growing of agricultural crops, no new open space land acquired through the revenue provided by these sales taxes or other revenue sources as described in this article may be sold, traded or otherwise conveyed, nor may any exclusive license or permit with respect to open space land be given, until approval is given by a majority vote of the electors of the City in a regular election after referral from the City Council or through a citizen initiative. Prior to referral to the electors of the City, the proposal shall be reviewed by the advisory committee established by this article which shall make a recommendation to the City Council.
 3. If the new open space land or any interest acquired in real property by use of proceeds of the sales and use tax generated pursuant to this article be ever sold, exchanged, transferred or otherwise disposed of, the consideration for the sale, exchange, transfer or disposition shall be subject to the same expenditure and use restrictions as those set forth herein for the original proceeds of the sales and use tax and other revenue sources, including restrictions set forth in this subsection F. If the consideration is by its nature incapable of being so subject, then the proposed sale, exchange, transfer or disposition shall be unlawful and shall not be made.
 4. Revenue collected by the City that is generated from activities on open space lands acquired with funds generated by this article must be used to acquire, manage, patrol, improve and maintain open space lands consistent with this article.
- G. Use For Trails: Of the revenues received from the sales and use tax and other revenue sources, after deductions for planning as described in subsection A of this section, a maximum of twenty percent (20%) of the revenues may be used to acquire an interest in new open space land for new trails within the City, including the construction, acquisition and maintenance of new trails, and to join in partnerships with El Paso County, neighboring counties and municipalities incorporated therein, recreational districts or other governmental entities or land trusts, or with private individuals, corporations or entities, as would benefit the City residents by completing trail plans as they exist as of the passage of this article. Recreational capital improvements shall be limited to the purposes described in section [4.6.101](#) of this article.
- H. Use For Parks: Of the revenues received from the sales and use tax and other revenue sources, after deductions for planning as described in subsection A of this section, a maximum of twenty percent (20%) of the revenues may be used to acquire an interest in new open space land for new park areas, including the construction and acquisition (but

not maintenance) of new park area recreational capital improvements for the use and benefit of the public. Recreational improvements shall be limited to the purposes described in section [4.6.101](#) of this article. Any funds or other revenue received pursuant to this article that is spent on existing lands owned by the City may be spent only to establish new parks and related facilities thereon as are described in section [4.6.101](#) of this article. (Ord. 97-96; Ord. 01-42; Ord. 03-69)

4.6.203: BIANNUAL INDEPENDENT AUDIT:

The City shall adopt regulations requiring an independent biannual audit of the expenditures of all of the net proceeds from the sales tax and other revenue. The City Council, with City and advisory committee participation, shall regularly review the audits with a view to establishing expenditure priorities. (Ord. 97-96; Ord. 01-42; Ord. 03-69)

4.6.204: EFFECTIVE DATE; EXPIRATION DATE:

This article shall become effective and in force at one minute past midnight (12:01) A.M. on July 1, 1997, and shall expire at twelve o'clock (12:00) midnight on December 31, 2025, unless renewed by a vote of the electors of the City; and upon expiration, all monies remaining in any of the funds created hereunder may continue to be expended for the purposes set forth until completely exhausted. (Ord. 97-96; Ord. 01-42; Ord. 03-69)



Stewardship Policy for Land Conservation Projects

To ensure Great Outdoors Colorado Trust Fund's (GOCO) investments are protected in perpetuity, GOCO has established a Stewardship Policy for its land conservation projects that sets *minimum* stewardship standards. Prior to disbursing funds for land conservation acquisitions, Grantees must demonstrate that land acquired will be permanently protected and that the conservation values identified in the project application will be preserved.

GOCO's land stewardship policy applies to both fee title and conservation easement purchases.

The Board reserves the right to make case-by-case exceptions to this policy as circumstances may require. While it is expected that state agencies adhere to the spirit of this policy, special accommodations may be made to address their particular needs and circumstances.

I. Open space purchases supported with GOCO funds shall be permanently protected as open space.

GOCO prefers the use of conservation easements to achieve the permanent protection of open space properties it funds. When GOCO funds are used to purchase fee title to an open space property, GOCO will require that a conservation easement (or other use restriction) be placed over the property to ensure its permanent protection.

The easement should be consistent with GOCO's model conservation easement. The easement will address: the purpose of the easement, the specific conservation values the easement seeks to protect, the rights of the grantee, prohibited uses, allowed uses, enforcement procedures, notice requirements, and other general provisions. Recognizing that each land trust, local government, and governmental agency has its own model easement form, GOCO will be flexible in the form the easement takes, so long as it is substantively similar to GOCO's model easement.

II. The easement holder shall demonstrate its financial ability to monitor the easement property and shall monitor the easement property at least annually.

GOCO shall ensure that the easement holder has the financial resources to support annual monitoring of the property. Initially, this will be addressed at the application stage and, if need be, revisited prior to closing. GOCO will require that the easement holder submit an Organizational Stewardship Report every two years. The report shall: (1) delineate how the organization funds stewardship activities of GOCO-funded projects (this should detail the balance of any stewardship fund or stewardship endowment or describe any

source of dedicated funding) and (2) require the easement holder to affirm that any GOCO funds awarded for stewardship shall not be used for legal defense.

GOCO shall ensure that easements are monitored annually. This will be accomplished by including language in the use restriction that requires annual monitoring of the property.

While easement holders should keep written and photographic records of all monitoring visits, they need not submit those annual reports to GOCO unless a violation or suspected violation is uncovered. (GOCO's model easement language requires that the easement holder provide notice to GOCO in the event of a violation or suspected violation.)

III. The condition of all properties shall be documented with a Baseline Documentation Report.

The baseline documentation report provides an assessment of the resource values and existing conditions on the property at the time the easement was granted. The Grantee and the landowner shall acknowledge the existing condition of the property by signing the report. The report shall be prepared in accordance with current industry standards. (See the Land Trust Alliance's *Land Trust Standards and Practices*, 2004 Edition, Standard 11, Practice B)

IV. GOCO may require a Management Plan for the property.

Conservation easements will not address every possible contingency related to the use and management of the conserved property. When appropriate, GOCO will require that the landowner and the easement holder jointly write a management plan to address specific uses or restrictions, the details of which are not appropriate for inclusion in the easement.

As a general matter, GOCO will not require the adoption of a management plan for purely agricultural properties that have been appropriately managed prior to the granting of the easement. However, GOCO encourages easement holders and landowners to enter into management plans to make clear each party's intent in dealing with management issues not addressed in the easement.

GOCO may require a management plan in the event of a particular issue that, in GOCO's judgment, requires more management detail than is included in the easement. Examples of this may include (but aren't limited to) unusual allowed uses (such as a bed and breakfast or small-scale energy production facility), public access (such as guided hunting/fishing or trail), or known management issues (such as a noxious weed problem or frequent trespass/vandalism). GOCO will require adoption of a management plan for publicly owned properties with public access (to address issues such as when and where public access is appropriate; trail location design, and construction; siting of amenities such as parking lots and restrooms; etc.). When GOCO requires a management plan, the easement will require that the parties periodically revisit the plan to ensure that it meets the current needs of the property and the parties. If GOCO requires a management plan,

the easement holder must provide GOCO with a copy of the plan within a year of closing and any subsequent updates.

- V. Conservation Easement Amendments:** See GOCO's "Guidelines for Amending a GOCO-Funded Conservation Easement".
- VI. Assignment of Conservation Easements:** See GOCO's "Guidelines for Assigning a GOCO-Funded Conservation Easement".

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