



Built On What Matters

## **Town of Frederick PROST Commission Agenda**

Bella Rosa Golf Course  
5830 Bella Rosa Parkway  
Frederick, CO 80504

Wednesday, March 11, 2026

**6:30 PM**

### **Call to Order – Roll Call**

### **Approval of Agenda**

### **Public Comment**

This portion of the agenda is provided to allow members of the audience to provide comments to the PROST Commission. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

### **Action Agenda**

- A. February 2026 Minutes -  
Colby Johnson, Parks and Open Space Director

### **Discussion Items**

- B. Water Shortage Contingency Plan Update -  
Kylie Couch, Engineer
- C. Open Space Management Plan Update -  
Jordan Davison
- D. Parks and Open Space Municipal Code Update Discussion -  
Colby Johnson, Parks and Open Space Director
- E. Frederick & CVPRD IGA Discussion -  
Colby Johnson, Parks and Open Space Director

### **Commissioner Reports**

### **Adjournment**



Built On What Matters

# TOWN OF FREDERICK

## Parks, Recreation, Open Space & Trails Commission Staff Report

Matt Hickman, Chairperson

Erin Fosdick, Vice Chairperson  
Alan Gill, Commissioner  
Kristen Davis, Commissioner

Luke Bolinger,  
Commissioner  
Susan Pilon, Commissioner

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### February 2026 Minutes

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**Agenda Date:** March 11, 2026 PROST Commission

**Attachments:** 1. PROST Minutes 02112026

**Reviewed By:**

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### **Action Type**

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

### **Strategic Plan Alignment:**



**EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS** - As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

### **Summary Statement:**

Commissioners will consider approval of the Minutes from the February Regular Meeting.

### **Detail of Issue/Request:**

Minutes are presented in this packet for the Commission's consideration of approval.

**Legal Comments:**

N/A

**Alternatives/Options**

Commissioners may approve, may amend and approve an amended version or they may not approve and direct Town Staff to bring additional alternatives or options at a later date.

**Financial Considerations**

N/A

**Staff Recommendation**

Staff recommends approval of the Minutes as presented.

**Community Impact**



# Town of Frederick PROST Commission

Meeting Minutes  
February 11, 2026

**Call to Order – Roll Call:** Vice Chair Fosdick and Commissioner Davis were excused.

**Approval of Agenda:** The Agenda was approved with no changes.

**Public Comment:** There were no members of the community present.

**Action Agenda:**

**December 2025 Minutes:** The December 2025 Minutes were approved 4-0. There were no minutes from the January Work Session. However, for the purposes of transparency, a summary of that meeting is included here.

The January meeting of the PROST Commission occurred on January 14th at Bella Rosa Golf Course. The meeting was a work session and joint discussion with the Town of Firestone's Parks, Trails, Recreation and Open Space Commission. The discussion focused on each Town's planning efforts, with each group providing background information, followed by an open discussion on how to encourage and expand the partnership between the two advisory committees in the future. While no actions took place, the respective Commissions agreed to continue joint work sessions on an annual basis, or as needed, for the purposes of continued partnership.

**Discussion Items:**

**Transportation Funding Initiative:** Town Manager Bryan Ostler, Interim Assistant Town Manager Brittany Dvorak and Trustee Dan March joined the Commission to discuss a potential funding initiative related to transportation projects and programs in Frederick. It was an introductory discussion, with updates on previous progress and opportunities for Commission participation moving forward. Commissioners asked questions related to multi-use paths and recreational trails and their relative priority compared to other project "buckets," and their desire to see multi-modal connectivity gaps be addressed in tandem when transportation improvement projects occur.

**January Joint PROST-PTROC Meeting Recap:** The Commission discussed the joint Work Session with Firestone's PTROC Commission from January. Commissioners expressed a continued desire for partnership and for Town Staff to work to schedule follow up discussions in the future. Specifically, they requested Town Staff follow up on bringing Frederick more actively into Firestone's ongoing Parks, Open Space and Trails system master planning effort. Finally, they expressed thanks to Town Staff for their leadership in the region when it comes to forward-looking recreational and natural resource planning.

**CVPRD IGA Update:** Parks and Open Space Director Colby Johnson presented a draft update to the Intergovernmental Agreement (IGA) between the Town of Frederick and the Carbon Valley Parks and Recreation District. This IGA focuses heavily on joint park use, which has historically occurred in the area for field sports offered by the District, most frequently, youth soccer. While Commissioners are highly supportive of continued joint use of Town parks and facilities for the local youth of the community to participate in team and individual activities, they encouraged staff to seek additional partnership

opportunities with the District, specifically with future planning of regional and Downtown parks and open spaces. Staff will be bringing a Resolution of Support for the Commission's adoption at the March Regular Meeting, with the continued desire for expanded partnership included in the adopting language.

Parks, Open Space and Trails Design Guidelines: Sara Barnard, Parks Planning and Development Coordinator, gave an update on the Parks, Open Space and Trails Design Standards, which are specific requirements for future recreation and natural resource lands both for new subdivision development and for renovations of existing Town parks. This update focused on the component pieces of the future Standards for input from the Commission, with more detailed updates coming in March and/or April. Commissioners appreciated the updates and were supportive of the general direction of the Standards and will provide additional recommendations when presented with more details in the future.

**Commissioner Reports:** Commissioners provided additional comments regarding the transportation funding initiative for Staff to bring back to the Town Manager's Office.

**Adjournment:** The meeting adjourned at 8:25pm.



Built On What Matters

# TOWN OF FREDERICK Parks, Recreation, Open Space & Trails Commission Staff Report

Matt Hickman, Chairperson

Erin Fosdick, Vice Chairperson  
Alan Gill, Commissioner  
Kristen Davis, Commissioner

Luke Bolinger,  
Commissioner  
Susan Pilon, Commissioner

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## Water Shortage Contingency Plan Update

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**Agenda Date:** March 11, 2026 PROST Commission

**Attachments:** 1. IM Water Shortage Contingency Plan Update

**Reviewed By:**

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### **Action Type**

4) Information: Items that require no specific action and are provided for informational purposes only.

### **Strategic Plan Alignment:**



**STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE**– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

### **Summary Statement:**

Kylie Couch, Water Conservation Specialist and Civil Engineer with the Town's Public Works and Engineering Department, will be presenting the Town's updated Water Shortage Contingency Plan (WSCP) for the Commission's input.

### **Detail of Issue/Request:**

The Town's current WSCP was adopted in 2002, at which time the Town and general Colorado area experienced prolonged and severe drought. Town Staff, under their

broader ongoing updates to the Town's Water Utility planning, began updating this Plan in summer 2025. The intent of the WSCP is to protect water availability for public safety priorities, such as hospitals, schools and other critical needs.

**Legal Comments:**

N/A

**Alternatives/Options**

There are no formal actions requested.

**Financial Considerations**

N/A

**Staff Recommendation**

Staff recommends the Commission provide any input they feel appropriate to this effort, before it is considered for adoption by the Board of Trustees in May.

**Community Impact**



# TOWN OF FREDERICK

## Board of Trustees

### Information Memorandum

Tracie Crites, Mayor

Dan March, Trustee  
Mark Lamach, Trustee  
Kevin Brown, Trustee

Adam Mahan, Trustee  
Windi Padia, Trustee  
Chad teVelde, Trustee

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#### 2026 Water Shortage Contingency Plan Update

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**Agenda Date:** Town Board Meeting – March 18, 2026

**Attachments:**

- a. Draft of 2026 Water Shortage Contingency Plan
- b. 2002 Water Shortage Contingency Plan

**Finance Review:**

\_\_\_\_\_

Administrative Services

**Submitted by:**

Kylie Couch  
Civil Engineer

**Approved for Presentation:**

\_\_\_\_\_

Town Manager

☐ Quasi-Judicial      ☐ Legislative      ☐ Administrative      ☒ Informational

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#### **Strategic Plan Alignment:**

Strategic, Reliable & Sustainable Infrastructure – This update to the Town’s Water Shortage Contingency Plan will enhance the Town’s ability to protect public health and maintain essential water service during water shortages, such as drought or infrastructure failure.

Community & Economic Vitality –

#### **Summary Statement:**

The 2026 Water Shortage Contingency Plan (WSCP) is an update to the Town’s 2002 plan and provides Frederick with a clear, proactive, and adaptable framework to manage potable and raw water supplies during drought, emergencies, and other supply-limiting events. The plan establishes defined response stages with measurable reduction targets, outlines coordinated supply and demand management

strategies, and prioritizes protection of public health and safety while minimizing economic and community impacts. By aligning with regional partners, including Central Weld County Water District and Northern Colorado Water Conservancy District, and emphasizing transparent public communication, the WSCP strengthens long-term water reliability and ensures the Town is prepared to respond effectively to changing water supply conditions.

### **Detail of Issue/Request:**

The 2026 Water Shortage Contingency Plan (WSCP) establishes a comprehensive framework to guide the Town of Frederick in managing potable and raw water supplies during drought, infrastructure failures, water quality events, regulatory changes, and other water supply limiting conditions. The plan is designed to ensure continued delivery of essential water services, protect public health and safety, minimize economic disruption, and preserve critical community assets, while maintaining transparency and regional coordination.

The WSCP relies on ongoing monitoring of key indicators, including Colorado-Big Thompson (CBT) quotas, Windy Gap delivery forecasts, snowpack and streamflow conditions, drought outlooks, infrastructure status, and wholesale supply conditions from Central Weld County Water District. If a projected supply deficit is identified, or if Central Weld declares a shortage stage, the Town will implement one of five graduated response stages: Mild (10% reduction), Moderate (20%), Severe (30%), Critical (40%), or Emergency (50%). Each stage includes a structured set of supply- and demand-management measures that may be adjusted based on real-time conditions.

### **Demand Management Measures**

Demand management measures identified in the draft WSCP are intended to curb discretionary water use while safeguarding essential services and protecting public health. The proposed measures include restrictions on landscape irrigation, vehicle washing, spraying of impervious surfaces, operation of ornamental fountains and ponds, splash parks, misting devices, and other non-essential uses. Mandatory reductions in indoor water use would be implemented only under the most severe water shortage conditions.

Landscape irrigation restrictions will have the most visible and immediate impact on residents and businesses. Because outdoor watering represents a significant portion of annual demand, the plan focuses on reducing non-essential outdoor uses. Town parks and facilities are subject to the same staged restrictions as the community, reinforcing equitable implementation. As shortage stages escalate, measures include:

- Mandatory non-watering hours (generally 10 a.m. to 6 p.m.).
- Day-of-week irrigation schedules for residential and commercial properties.
- Progressive reductions in watering frequency for functional turf (e.g., parks and recreational areas).
- Eventual prohibition of watering nonfunctional turf (e.g., medians and rights-of-way).
- Limits on vehicle washing, splash parks, misting devices, and ornamental fountains.
- At the most severe stages, near elimination of turf irrigation except for limited hand-watering of trees, perennial gardens, and vegetable gardens to prevent permanent landscape loss.

### **Supply Management Measures**

In addition to demand reductions, the Town may lease additional CBT supplies, evaluate use of system tie-ins, defer non-essential system flushing, and limit or condition the sale of new water taps during severe shortages. In an Emergency stage, the Town may suspend new taps entirely. These tools provide operational flexibility while prioritizing existing customers and essential services.

### **Financial Stability and Board Flexibility**

The WSCP also addresses the financial realities of water shortages. Reduced consumption lowers utility revenues at the same time operational costs remain fixed. The plan explicitly provides the Town with flexibility to:

- Use water enterprise reserves to offset temporary revenue shortfalls.
- Defer capital projects or operating expenses when appropriate.
- Implement temporary or staged water rate adjustments to both support conservation goals and maintain financial stability.

This framework preserves the Board’s authority to adjust rates if necessary to protect the long-term viability of the water enterprise fund while balancing customer impacts.

The fine structure in the table below will be included in the resolution adopting the WSCP, to be applied to violations of water restrictions in the five water shortage stages identified in the WSCP.

|                                               | Mild          | Moderate      | Severe        | Critical      | Emergency     |
|-----------------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Residential<br>Fines per<br>Violation         | \$50-\$1,000  | \$50-\$1,000  | \$100-\$1,000 | \$100-\$1,000 | \$200-\$1,000 |
| Non-<br>Residential<br>Fines per<br>Violation | \$250-\$1,000 | \$250-\$1,000 | \$500-\$1,000 | \$500-\$1,000 | \$500-\$1,000 |

### **Governance, Enforcement, and Communication**

The plan formalizes roles through a Water Shortage Committee and authorizes the Town Manager or designee to declare and remove response stages in coordination with staff, while keeping the Board of Trustees informed. Enforcement mechanisms include warnings, administrative citations, and fines, with case-by-case exemptions available to address undue hardship, public health needs, or economic impacts.

A structured public information campaign—built around the message “Every Drop Matters”—ensures residents, businesses, and regional partners receive clear, timely communication before and during a declared shortage.

### **Overall**

The WSCP positions the Town of Frederick to respond early, scale actions proportionally, and balance conservation, economic vitality, and community livability. By clearly defining irrigation restrictions, operational responses, and financial tools—including rate flexibility—the plan provides elected officials with both structure and discretion to manage water shortages responsibly and transparently.

### **Legal Comments:**

Updates to the Water Shortage Contingency Plan were reviewed by the Town Attorney's Office.

**Alternatives/Options:**

Not applicable.

**Financial Considerations:**

No additional funds will be requested.

**Staff Recommendation:**

Not applicable.



Built On What Matters

# TOWN OF FREDERICK

## Parks, Recreation, Open Space & Trails Commission Staff Report

Matt Hickman, Chairperson

Erin Fosdick, Vice Chairperson  
Alan Gill, Commissioner  
Kristen Davis, Commissioner

Luke Bolinger,  
Commissioner  
Susan Pilon, Commissioner

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### Open Space Management Plan Update

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**Agenda Date:** March 11, 2026 PROST Commission

**Attachments:** None

**Reviewed By:**

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### **Action Type**

4) Information: Items that require no specific action and are provided for informational purposes only.

### **Strategic Plan Alignment:**



**COMMUNITY AND ECONOMIC VITALITY**– Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities. Frederick celebrates its downtown and regards it as a gem in the region.

### **Summary Statement:**

Open Space & Trails Manager, Jordan Davison, will be joining the Commission to provide a first look at the Department's Open Space Management Plan's framework.

### **Detail of Issue/Request:**

This plan falls under the umbrella of Go Outdoors Frederick, as a "minor program," specifically focused on improvements and prioritization to the Town's existing open spaces. It prescribes a series of management tools, priority improvements and cost by land typology, which are generally broken down by the size of the open space parcel.

The purpose of this presentation is to solicit the Commission's feedback on what is included, and what isn't, in this overall planning effort as it continues to develop and be presented to the group later this year. Additionally, Staff will discuss the ongoing opportunities with this effort, but also its challenges.

**Legal Comments:**

N/A

**Alternatives/Options**

Staff is not requesting formal direction at this time.

**Financial Considerations**

N/A

**Staff Recommendation**

Staff recommends the Commission provide feedback as desired.

**Community Impact**



Built On What Matters

# TOWN OF FREDERICK Parks, Recreation, Open Space & Trails Commission Staff Report

Matt Hickman, Chairperson

Erin Fosdick, Vice Chairperson  
Alan Gill, Commissioner  
Kristen Davis, Commissioner

Luke Bolinger,  
Commissioner  
Susan Pilon, Commissioner

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## Parks and Open Space Municipal Code Update Discussion

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**Agenda Date:** March 11, 2026 PROST Commission

**Attachments:** None

**Reviewed By:**

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### **Action Type**

4) Information: Items that require no specific action and are provided for informational purposes only.

### **Strategic Plan Alignment:**



**SAFE & SECURE**– Residents of Frederick experience safety and peace of mind knowing they live in the safest community in Colorado for sustainable growth and development.

### **Summary Statement:**

Staff will be introducing potential updates to the Frederick Municipal Code governing the use of Town lands for the Commission's input.

### **Detail of Issue/Request:**

Town Staff from multiple Departments have been working to clarify the Frederick Municipal Code governing the use of Town lands. For this presentation, Staff will highlight those proposed changes, community engagement plans as well as costs

associated with the updates. At this time, we are seeking Commission input on these items so we can incorporate them into our effort, with a Resolution of Support coming at the April or May meeting.

Updates to the Code include clarifying "vehicles" on Town trails, clarifying overnight usage of Town lands, updating the curfew in Town parks from sunrise to sunset to 5am to 10pm or as posted and other miscellaneous provisions.

**Legal Comments:**

N/A

**Alternatives/Options**

No formal action is requested at this time.

**Financial Considerations**

N/A

**Staff Recommendation**

Staff are seeking Commission input only at this time. Formal direction will be requested in April or May.

**Community Impact**



Built On What Matters

# TOWN OF FREDERICK Parks, Recreation, Open Space & Trails Commission Staff Report

Matt Hickman, Chairperson

Erin Fosdick, Vice Chairperson  
Alan Gill, Commissioner  
Kristen Davis, Commissioner

Luke Bolinger,  
Commissioner  
Susan Pilon, Commissioner

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## Frederick & CVPRD IGA Discussion

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**Agenda Date:** March 11, 2026 PROST Commission

**Attachments:**

1. Resolution - CVPRD FRED IGA
2. Frederick and CVPRD IGA - 2026 - Final Draft

**Reviewed By:**

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### **Action Type**

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

### **Strategic Plan Alignment:**



**COMMUNITY AND ECONOMIC VITALITY**– Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities. Frederick celebrates its downtown and regards it as a gem in the region.



**FISCALLY RESPONSIBLE GOVERNANCE**– The Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship for those who live in Frederick and those who will seek out Frederick in the future.

**Summary Statement:**

Town Staff will present a final draft of the Intergovernmental Agreement between the Town and CVPRD, with a Resolution of Support for the Commission's input on finalization.

**Detail of Issue/Request:**

Staff will be presenting a brief update on the process for taking this Intergovernmental Agreement to the Board of Trustees in early summer, but at this time are presenting the final draft of the IGA and an accompanying Resolution of Support for their input for staff to finalize for the Commission's consideration in April.

**Legal Comments:**

N/A

**Alternatives/Options**

No formal direction is being requested at this time.

**Financial Considerations**

N/A

**Staff Recommendation**

Staff is seeking Commission input on both the final draft of the IGA and the Resolution of Support for finalization and approval at the April Meeting.

**Community Impact**

**TOWN OF FREDERICK, COLORADO  
PARKS, RECREATION, OPEN SPACE AND TRAILS (P.R.O.S.T.) COMMISSION  
RESOLUTION OF SUPPORT**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO P.R.O.S.T.  
COMMISSION SUPPORTING THE ADOPTION OF THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE TOWN OF FREDERICK AND THE CARBON VALLEY  
PARKS AND RECREATION DISTRICT**

**WHEREAS**, in accordance with the Bylaws of the Parks, Recreation, Open Space and Trails Commission, the Commission shall advise the Board of Trustees and Town Staff on all areas pertaining to the Town's outdoor recreation and natural resources; and,

**WHEREAS**, an Intergovernmental Agreement outlines roles and responsibilities governing the cooperative use of Town parks, specifically athletic fields ; and,

**WHEREAS**, the P.R.O.S.T. Commission supports the cooperative use of Town parks for the purposes of local youth, adult and senior recreation; and,

**WHEREAS**, the P.R.O.S.T. Commission encourages Parks and Open Space Department staff to seek partnerships where possible to advance outdoor recreation participation and natural resource preservation; and,

**WHEREAS**, the P.R.O.S.T. Commission supports continued financially sustainable approaches to local government, including the cooperative use of existing resources to promote the above; and,

**WHEREAS**, the P.R.O.S.T. Commission highlights the economic development opportunities presented by recreational usage of Town lands, particularly those in Downtown Frederick such as Centennial Park.

**NOW THEREFORE BE IT RESOLVED BY THE PARKS, RECREATION, OPEN SPACE AND TRAILS COMMISSION OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

1. The P.R.O.S.T. Commission offers this Resolution of Support to the Mayor and Board of Trustees and recommends adoption of the Intergovernmental Agreement between the Town of Frederick and the Carbon Valley Parks and Recreation District dated in May or June 2026, generally governing the cooperative use of Town lands for local recreational programming.
2. The P.R.O.S.T. Commission further recommends the Carbon Valley Parks and Recreation District Board of Directors continue to seek advantageous partnerships with the Town of Frederick for the long-term betterment of the community, in particular in the areas of outdoor recreational opportunities and financial stewardship.

**INTRODUCED, READ, PASSED AND SIGNED THIS 11th DAY OF MARCH, 2026.**

**TOWN OF FREDERICK**

By: \_\_\_\_\_  
Matt Hickman, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Colby Johnson, Parks and Open Space Director

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FREDERICK,  
COLORADO AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT FOR THE  
SHARED USE OF FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_, 2026, by and between the Town of Frederick, ("Town") a Colorado statutory town whose address is 401 Locust Street, Frederick, CO 80530, and the Carbon Valley Parks and Recreation District ("District"), a Colorado special district whose address is \_\_\_\_\_. The above-named entities may be collectively referred to herein as the "Parties" and individually as a "Party." The effective date of this agreement shall be \_\_\_\_\_, 2026 ("Effective Date").

**1. Recitals**

- 1.1 The Town and District are desirous of effecting a cooperative relationship that will achieve maximum community benefits while avoiding duplication of services, expenses, and efforts wherever possible, as more fully set forth below.
- 1.2 The District acknowledges that the Town has expertise in the areas of parks, trails, and open space maintenance, and as such, it is appropriate for the District to rely upon the Town's expertise in these areas.
- 1.3 The Town acknowledges the expertise of the District in the areas of recreation programming, scheduling, and management, and therefore, it is appropriate for the Town to rely upon the expertise of the District in these areas.
- 1.4 The Town acknowledges and specifically encourages the role the District plays in the management of recreational activities. The Town recognizes the benefits to the public of the on-going viability of the District, and the Town acknowledges that it does not intend to be actively involved in recreation management, scheduling, or administration in the areas that include, but are not limited to youth, senior, and adult recreation programming.
- 1.5 The District was duly formed to provide recreation facilities and services to the residents within the taxable authority of the District's boundaries and is duly authorized by state law to provide such facilities and services.
- 1.6 Areas of the Town are included within the boundaries of the District.
- 1.7 The Town is authorized to provide outdoor recreation facilities and services, and owns

and continues to actively plan and develop a comprehensive park, recreation, open space, and trail system for the benefit of the Town and its residents.

- 1.8 The Town shall continue its policy of requiring that all new annexation to the Town or developments within the Town petition for inclusion into the District.
- 1.9 The Parties find that it is in the best interests of the residents of the Town and of the District that the Parties enter into this Agreement to set forth certain mutual understandings with respect to the provision of recreational facilities and services.
- 1.10 Pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Colorado Revised Statutes § 29-1-201, *et seq.*, the Town and the District may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each.
- 1.11 The Parties find they each have the authority to enter into the agreements set forth herein.
- 1.12 The Parties find that it is beneficial to the taxpayers and residents of the Parties to cooperate with respect to the provision of recreation facilities and services, and that such cooperation will enhance efficient provision of such facilities and services.
- 1.13 The Parties find that it is beneficial to the taxpayers and residents of the Parties to invest in wellness programming for Town employees in order to reduce medical and insurance claims, thus resulting in lower costs for providing Town employee healthcare, which provides savings to taxpayers.
- 1.14 The Parties find that the efficient provision of such facilities and services will be enhanced through this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

## **2. Scope of Agreement**

This Agreement is intended to set forth certain general understandings of the Parties regarding their relationship and their provision of recreation facilities and services to residents within the Town and the District. This Agreement is also intended to set forth the Parties' specific responsibilities concerning the use, management, operation, and maintenance of certain Town-owned facilities (listed below) that are jointly used for recreation services. This Agreement is not intended to preclude additional agreements between the Parties

subsequent to this Agreement.

### **3. General Responsibilities of the Town**

The Town will have the following general responsibilities with respect to the following matters of mutual interest to the Parties.

- 3.1 The Town will add a condition of approval to any Resolution or Ordinance approving a development application for any property that is not already within the District requiring a valid petition for inclusion be submitted to the District. Such best efforts shall not require that the Town commence or join in any litigation regarding the enforcement of this provision.
- 3.2 So that the District will have the opportunity to comment on development proposals, the Town will (or require applicant to) provide to the District a referral package on all new developments within the Town pursuant to Town Land Use Code; provided, however, that should the Town or applicant for development inadvertently fail to mail such referral, such failure shall not constitute a breach of this Agreement or require the delay or cancellation of any scheduled Planning Commission or Town Board public hearing regarding the subject development.
- 3.3 The Town will develop or require to be developed parks, open spaces, and trails within the Town. The Town generally requires new parks, open spaces, and trails to be owned and maintained by a Homeowner's Association or Metropolitan District. The Town is not required to provide for programming at parks, open space, or trails that the Town does not own or manage.
- 3.4 The Town shall provide the District a list of eligible employees who may access District Facilities pursuant to the wellness program set forth in Paragraph 4.5 below.

### **4. General Responsibilities of the District**

The District will have the following general responsibilities with respect to the following matters of mutual interest to the Parties.

- 4.1 The District will provide and maintain a current contact for a District representative(s) to be contacted in the case of emergency related to any District activity or event within the Town. The District shall provide the contact list to the Town annually, or upon changes of designated representative(s) or their contact information.

- 4.2 Representatives of the District shall provide the Town with regular updates that include information on current and planned services and facilities, and other issues related to implementation of this Agreement, and other matters of mutual interest.
- 4.3 The District shall update its service plan or other necessary filing, as may be necessary, to ensure it can include properties into the District that may be annexed into the Town of Frederick.
- 4.4 The District shall not enter into any agreement with City of Dacono, Town of Firestone, Town of Frederick, or properties in unincorporated Weld County to provide specific facilities or services without notification to the Town.
- 4.5 The District shall assist the Town in providing employee wellness programming and activities, which will include:
- A. Free access to District Facilities for Town employees and employees' dependents for benefitted employees, and access to Town employees only, if they are a non-benefitted employee. Town will provide its employees a form to obtain a pass for access to the District facilities. Town employees will be responsible to provide this form to the District for processing. The Town will then report any changes of employment status to the District within 10 days or sooner as may be practical, so that such passes may be revoked; and
  - B. Fitness/Wellness tips and tour of District facilities.
- 4.6 The Parties will continue to work collaboratively to assess additional wellness programming opportunities.

## **5. Terms of Joint Use for Parks/Fields/Town-Owned Properties**

### ***5.1 Parks and Uses***

The provisions of this Section are intended to govern the Parties' use, management, operation, and maintenance of certain Town-owned properties that are to be utilized jointly by the District and Town for the provision of District-scheduled recreation activities, Town events, and other uses. The provisions of the Agreement apply to all Town-owned and managed properties (hereinafter referred to individually as a "Facility," or collectively as the "Facilities").

## 5.2 ***Concessions***

Any concessions operated at District events shall obtain applicable permits through the Town and any other required sales tax or applicable health department licensure.

## 5.3 ***Restroom Facilities***

The District may, at no cost to the Town, arrange and be responsible for the placement, operation, maintenance, and upkeep of port-a-lets at Facilities used for District uses. The District shall coordinate with the Town for placement of port-a-lets in locations designated by the Town. Town restroom facilities will be provided, weather and operationally dependent.

## 5.4 ***Site Supervisor***

The District shall, at no cost to the Town, provide a site supervisor for all District uses of, and tournaments at, the Facilities. The site supervisor shall be a representative of the District. The site supervisor shall be responsible for locking/unlocking Facilities and fields where required, and ensure trash pick-up and general maintenance after each function. The site supervisor and other District representative shall be easily identifiable (with either District uniforms or name tags) during District functions conducted on Town-owned fields. The District shall be solely responsible for the hiring, supervision, and evaluation of the site supervisor(s) and all District employees while utilizing the parks for District purposes, including without limitation the provision of all compensation and all workers compensation and other coverages. No employment relationship, express or implied, shall exist between the Town and such persons.

## 5.5 ***Maintenance***

The Town shall provide for general maintenance for the Facilities, to include, mowing, watering, fertilization, weeding, and provision of necessary utilities. The Town will maintain grass at heights the Town deems appropriate for the conditions then existing. The Town is responsible for maintaining capital assets of the Facilities, such as fences, gates, buildings, structures, irrigation systems, lighting, playground equipment, restroom facilities (not including port-a-lets placed at the Facilities by the District in accordance with this Agreement), and parking lots.

**5.5.1 Level of Service** – The District may identify the need for an increase in the service level at the Facilities such as proper mowing heights and surface conditions – eliminate low spots, fill in slide areas, and back fill pitching mounds – and provide such information to the Town. The Town in its sole discretion will maintain Facilities at a level it deems appropriate based upon best practices, available labor, and budgetary

restraints. Nothing herein will prevent the Parties from working jointly together to implement the increased level of service at the Facilities. As the Facilities and other parks, fields, and Town-owned properties in the Town are developed, the Parties will identify those facilities that are to be utilized as “game” facilities and those that are primarily used as “practice” facilities.

**5.5.2 Damages to Facilities** – Aside from normal wear and tear, the District shall be responsible to repair damages that occur to Town Facilities during or as a direct result of the District’s use of Town Facilities.

## **5.6 *District Equipment***

Any District equipment proposed to be stored at the Facilities shall be stored in structures and/or locations approved by the Town. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any stored District equipment or other District property placed or located on, at, or in the Facilities, it being acknowledged and understood by the District that the safety and security of any such property is the sole responsibility and risk of the District. District equipment shall be removed during Town events. The District may request to display or install banners, flyers, and signs, and the Town shall have sole discretion on the placement location, sign types, and placement duration.

## **5.7 *Capital Improvements***

The District shall not make any capital improvements to the Facilities without the prior written consent of the Town, as evidenced by a writing signed by the Town Mayor or Town Manager following approval of the Town Board. The Town and District may utilize addenda to this Agreement to memorialize Town consent for and the Parties’ agreement concerning the completion, ownership, maintenance, and financing of any capital improvements. Unless otherwise provided in such an addendum, all capital improvements shall be owned by the Town.

## **5.8 *Capital Improvements Planning***

The District and the Town will meet prior to annual budget preparation to discuss any planned capital improvement projects for the following year. Any projects discussed that require joint funding shall be subject to approval by both the Town and District during their respective budget approval process.

The District and the Town’s Parks, Recreation, Open Space and Trails Advisory Commission will coordinate a regular cadence of a joint meeting or work session to discuss future planning

and potential capital improvements.

#### 5.9 ***Grant Applications and Awards***

The District and the Town will make their best efforts to coordinate grant applications to assist with any planned capital improvements.

#### 5.10 ***Rules on Use of Parks***

During District uses, District staff and its contractors shall ensure the Facilities are used in compliance with applicable rules. Incidents of vandalism or other conduct that may be in violation of law or use rules shall be reported to the Frederick Police Department, or the Parks and Open Space Department, as appropriate.

#### 5.11 ***District Events***

District sponsored practices, games, tournaments, one-time events, adult and youth activities, or any other such related public use, referred to hereafter as “District Events,” shall be subject to the following additional requirements. In the event of any conflict between the provision of this subsection and the other provisions of Section 5, the subsection shall control:

5.11.1 Under Terms of this Agreement, all revenues will be retained by the District, unless a separate agreement between the Town and the District is executed for specific District Events.

5.11.2 The District is responsible for cleaning and stocking restrooms during and/or after such District Events, beyond the regular maintenance as may be provided by the Town at its sole discretion.

5.11.4 The District is responsible for ensuring appropriate and adequate trash containers are available at all Facilities throughout the duration of all District Events.

5.11.5 The District is responsible for preparing all fields prior to and between games including chalking and/or painting lines, repairing surface condition from that day’s usage, and goals, flags, cones, and other devices designating fields of play. At the request of the Town, the District shall re-orient sports fields to prevent excessive turf damage, to the extent possible within a Facility.

5.11.6 The District shall be responsible for cleaning viewing areas, stands, dugouts, and removing all trash from the Facility created from the given use.

5.11.7 The District shall return the Facility to the same or better condition than existed prior to the event.

## **6. Scheduling**

The Town shall be responsible for maintaining and administering the scheduling of Town Facilities for the Town, District, and third-party use. The Parties will work together to provide timely scheduling information to one another and resolve scheduling conflicts.

### **6.1 *Town Use***

The Town has first priority for the use and scheduling of Town Facilities. The Town shall determine the dates for priority use and shall communicate those dates to the District by December 1<sup>st</sup> for the following calendar year, or as soon as possible after the events are scheduled. The Town reserves the right to supersede any pre-approved dates of District events at its sole discretion for the purposes of Town-sponsored events.

### **6.2 *District Use***

The District has second priority for the use and scheduling of Town Facilities. Subject to Town use above, the District shall determine the dates for secondary use and shall communicate those dates to the Town by February 1<sup>st</sup> of each year, or as soon after as the events are proposed.

### **6.3 *Third-Party Use***

The remaining dates for Facility use shall become available on a rolling basis, where other entities or individuals can request and make reservations for Facility use. Such use shall be in compliance with Town codes and shall be on a first-come, first-served basis utilizing the established Park Shelter Reservation or Special Event Permit process in place at the time of reservation.

While the Town reserves the right to govern the use of Facilities at its sole discretion, the Town shall not intentionally enter into any Agreement with a third-party that offers services or events similar to the District, without prior notification of the District.

## **7.0 Liability**

7.1 The District shall require participants in its programming or events to sign liability

waivers that release the Town of Frederick and all respective affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors of the Town of Frederick, and their affiliated entities from liability arising from such activity or event. The District shall provide the Town a copy of these documents annually.

7.2 To the extent permitted by law, the Town agrees to indemnify and hold harmless the District, agents, and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage that arise out of or are connected with the Town's use, operation, maintenance, or management of the Facilities pursuant to this Agreement, or that are caused by, or claimed to be caused by, the act, omission, or other fault of the Town, its agents, and employees.

7.3 To the extent permitted by law, the District agrees to indemnify and hold harmless the Town and its officers, agents, and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage that arise out of or are connected with the District's or District Contractor's use, operation, maintenance, or management of the Facilities, or that are caused by, or claimed to be caused by, the act, omission, or other fault of the District, its officers, agents, and employees.

#### 7.4 ***Insurance***

The District and the Town agree that each shall also maintain the following insurance types with the following minimum policy limits:

Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work at the Facilities with a minimum limit of ONE MILLION DOLLARS (\$1,000,000).

General Liability insurance with minimum combined single limits of ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include public liability coverage for any injury or death, and property damage, fire, burglary, and theft. The policy shall contain a *severability of interests* provision.

Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each owned, hired, and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a *severability of interests* provision.

7.5 Nothing contained within this Agreement is intended to be a waiver of the immunity of either Party pursuant to Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

## **8. Choice of Law**

The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

## **9. Notices**

9.1 *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile, or e-mail.

9.2 *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the “Addressee”) at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.

9.3 *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

## **10. Communications**

The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key Town and District staff involved in providing the shared services described in this Agreement shall report as needed to the Board.

## **11. Term**

This Agreement is subject to annual review but will remain in effect until December 31, 2030 unless sooner terminated by mutual written agreement or as provided in this Section. The

Parties may mutually renew this Agreement by written amendment for up to one additional five-year term. Either party may terminate this Agreement upon sixty (60) days' prior written notice in the event of a material breach if such breach is not cured with sixty (60) days of written notice of breach. Any notice of breach shall state with particularity the alleged breach, and the applicable cure period may run concurrently with the 60-day period for notice of termination.

The Parties may agree to mutually terminate this agreement upon one hundred twenty (120) days' written notice, signed by both parties.

## **12. Miscellaneous Provisions**

12.1 This Agreement is made solely for the benefit of the Parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

12.2 **No Assignments.** Neither Party may assign any of its rights, duties, or obligations arising under this Agreement without the prior written consent of the other Party.

- *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties, or obligations of either Party without the express written consent of the other Party shall be void.

12.3 **Applicable Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Weld County, Colorado.

12.4 **Compliance with Law.** The Town and the District shall comply with any and all otherwise applicable and valid state, federal, or local laws or regulations in relation to this Agreement.

12.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both Parties, such invalidity and unenforceability shall not affect the other provisions of this Agreement, except that any similar right or obligation of the other party shall be deemed invalid and unenforceable. Further, with respect to any provision so held or deemed invalid or unenforceable, the Parties agree to take such actions as may be necessary to achieve to the greatest degree possible the intent of the affected provision.

12.6 **Amendments.** This Agreement may be amended in writing only by mutual agreement

of the governing bodies of the Parties.

12.7 **TABOR Compliance.** This Agreement is not intended and shall not be construed to create any debt or multiple fiscal-year obligations of either of the Parties, or to require or compel the appropriation of funds of either of the Parties.

12.8 **Future Facilities.** The District shall make reasonable effort to work with the Town to engage for future District facilities on Town-owned property, and shall make recommendations forthwith and shall pursue reasonable and necessary community and ballot initiatives as is required.

12.9 **Future Construction.** The District shall not construct or operate recreation facilities in unincorporated areas of the County unless the unincorporated area is included within the District and notice is provided to the Town as described in Sections 4.3, 4.4, and 9.

12.10 **Headings.** Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

12.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

12.12. **Merger.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF FREDERICK**

**CARBON VALLEY PARKS AND  
RECREATION DISTRICT**

\_\_\_\_\_  
Traci Crites, Mayor

\_\_\_\_\_, Board President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Tricia David, Town Clerk

\_\_\_\_\_, District Secretary

Approved as to Form

\_\_\_\_\_  
Town Attorney