



TOWN OF FREDERICK
PARKS, OPEN SPACE, AND
TRAILS COMMISSION
Wednesday, May 4th, 2022
6:30 P.M. at Town Hall

Built On What Matters

Agenda

Call to Order

Approval of Minutes from April 6, 2022 Meeting

Roll Call

1. Board of Trustees Update – Mayor Tracie Crites
2. Strategic Plan and Town Development Update – Ryan Johnson, Assistant Town Manager
3. POST Department Update – Colby Johnson
4. Presentation of Draft Request for Qualifications for Community Parks Plan – Colby Johnson
5. Discussion of Cyanobacteria Monitoring and Management at Milavec Reservoir – Colby Johnson
6. General Discussion

Adjourn

Zoom Meeting Information

<https://zoom.us/j/9550375939>

Meeting ID: 955 037 5939

+1 312 626 6799 US



**TOWN OF FREDERICK
PARKS, OPEN SPACE, AND TRAILS COMMISSION
Wednesday, April 6, 2022 Agenda
6:30 P.M.
Frederick Town Hall and via Zoom**

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CALL TO ORDER: At 6:35 p.m. Chairperson Beehler called the meeting to order.

ROLL CALL:

- Present: Commissioners Beehler, Davis, Pilon, Fosdick
- Staff: POST Director Colby Johnson

APPROVAL OF AGENDA: There were no changes to the agenda as presented.

APPROVAL OF MARCH 3, 2022 MINUTES: Minutes were approved.

STAFF REPORTS:

POST Director updated the Commission on ongoing and upcoming projects including “spring cleaning” of landscape and streetscape beds throughout the Town, improvements to the unpaved roadways at Frederick Recreation Area (FRA) and capital projects at Summit View Estates and FRA. Updates to the new Department’s overall administration, such as hiring, new positions and management planning were also presented, along with an update on progress of the Strategic Plan as it relates to Parks, Open Space and Trails.

DISCUSSION ON FREDERICK RECREATION AREA MASTER PLAN:

POST Director Johnson presented staff recommendations to move forward with a planning effort at FRA. Various types of planning efforts were presented to provide the Commission with information about other Front Range community plans. At the end of the discussion, the Commission recommended to staff that Centennial Park and Crist Park be included in the same planning process as FRA. Combining the planning efforts will provide a more cost efficient option, by saving on background data collection and administrative time in the planning but most importantly, will allow for more engaged public input in the process. In their determination, the three parks will host different types of recreational amenities, and by planning them together, the public can be better informed and provide better input on the Town’s 3 most popular parks. POST Director Johnson will work to carry that recommendation to the Trustees and draft a Request for Proposal in April for review at May’s meeting.

OTHER BUSINESS:

There being no further business of the Parks, Open Space and Trails Commission, Chairperson Beehler adjourned the meeting at 8:15 PM.

Approved by the POST Commission:

Attest:

Chuck Beehler, Chairperson

Colby Johnson, Staff Liason

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Development Update

Ryan Johnson, Assistant Town Manager

POST Commission Meeting
May 4, 2022

BUILT ON WHAT MATTERS





2021 Year End

New and Expanding Businesses



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2022 So Far

New and Expanding Businesses



- Subarea Plan Adoption
- More Economic Development Staff
- Organizational Restructuring
- Comprehensive Plan Update
- Zoning Code Update
- Downtown Plan Update
- Water Incentives
- Strategic Plan Implementation

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Vision

The 25/52 East Subarea Plan will guide land use and development of the 600+ acres at the I-25 and State Highway 52 interchange. As a gateway into the Frederick community, this highly visible and easily accessible area is ready for strategic development opportunities. The Town's goal is to enhance Frederick's overall character, image, and identity along the Front Range by collaborating with landowners and developers to realize the vision to suit our community's desires. The 25/52 East Subarea Plan will serve as a guide for decision-making and will effectively help Town officials partner with stakeholders as they navigate the development of the area in the years to come.

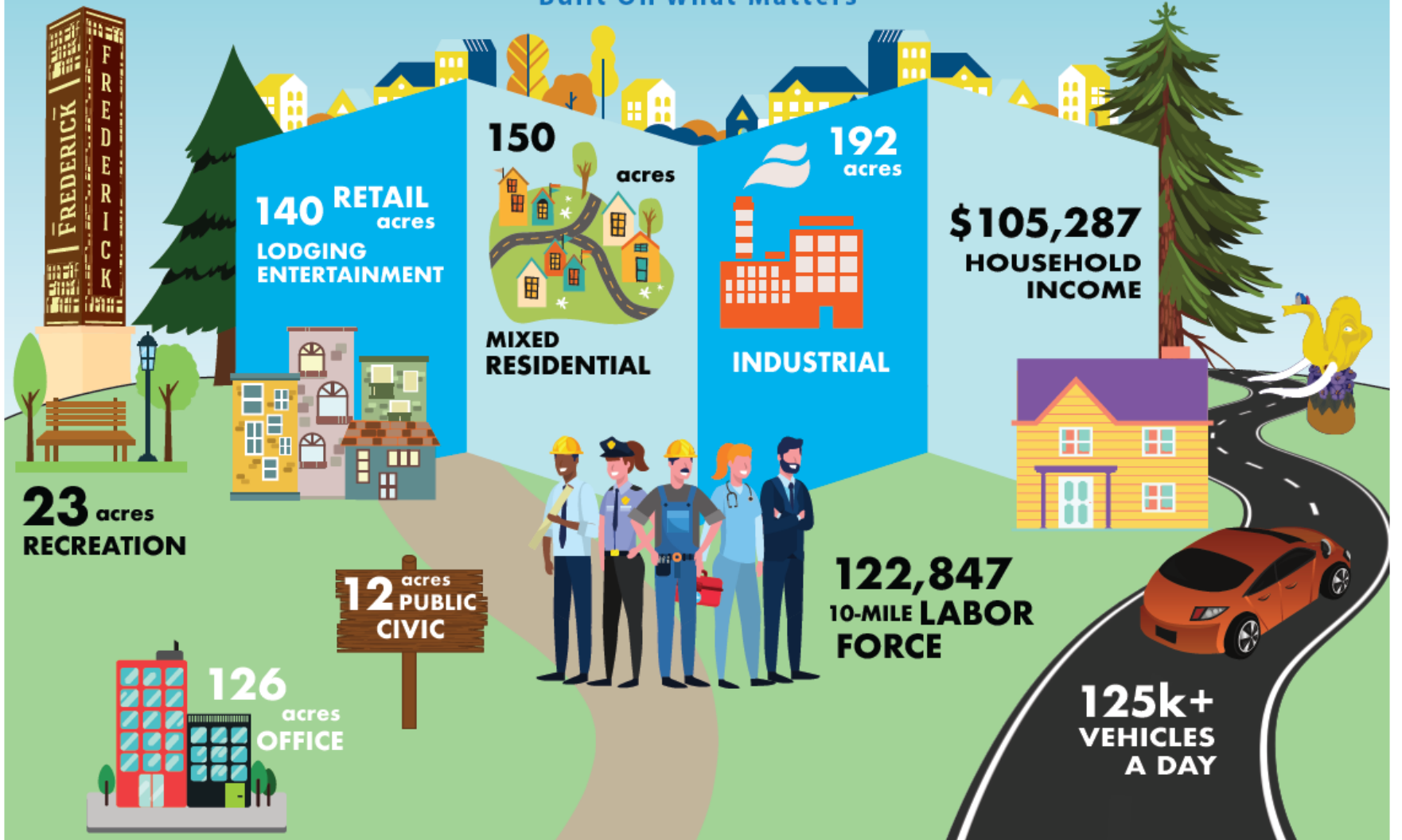
Guiding Principles

- The 25/52 East Subarea Plan is guided by principles to optimize the site's potential.
- Promote an inviting and vibrant retail and mixed-use destination that draws in local and regional visitors to our attractive, pedestrian-friendly, amenity-rich environment
- Respond to a dynamic market with a uniquely "Frederick" Place to include a vibrant mix of retail, restaurant, entertainment, lodging, residential, recreation, employment, conference, educational, and other uses.
- Leverage high visibility of the I-25 and State Highway 52 interchange as the key gateway into the Frederick community, ideally suited to take advantage of the more than 125,000 vehicles that pass the area daily.
- Respond to environmental constraints by thoroughly investigating individual developments to determine a project's potential in relation to the Town's mining-related history.

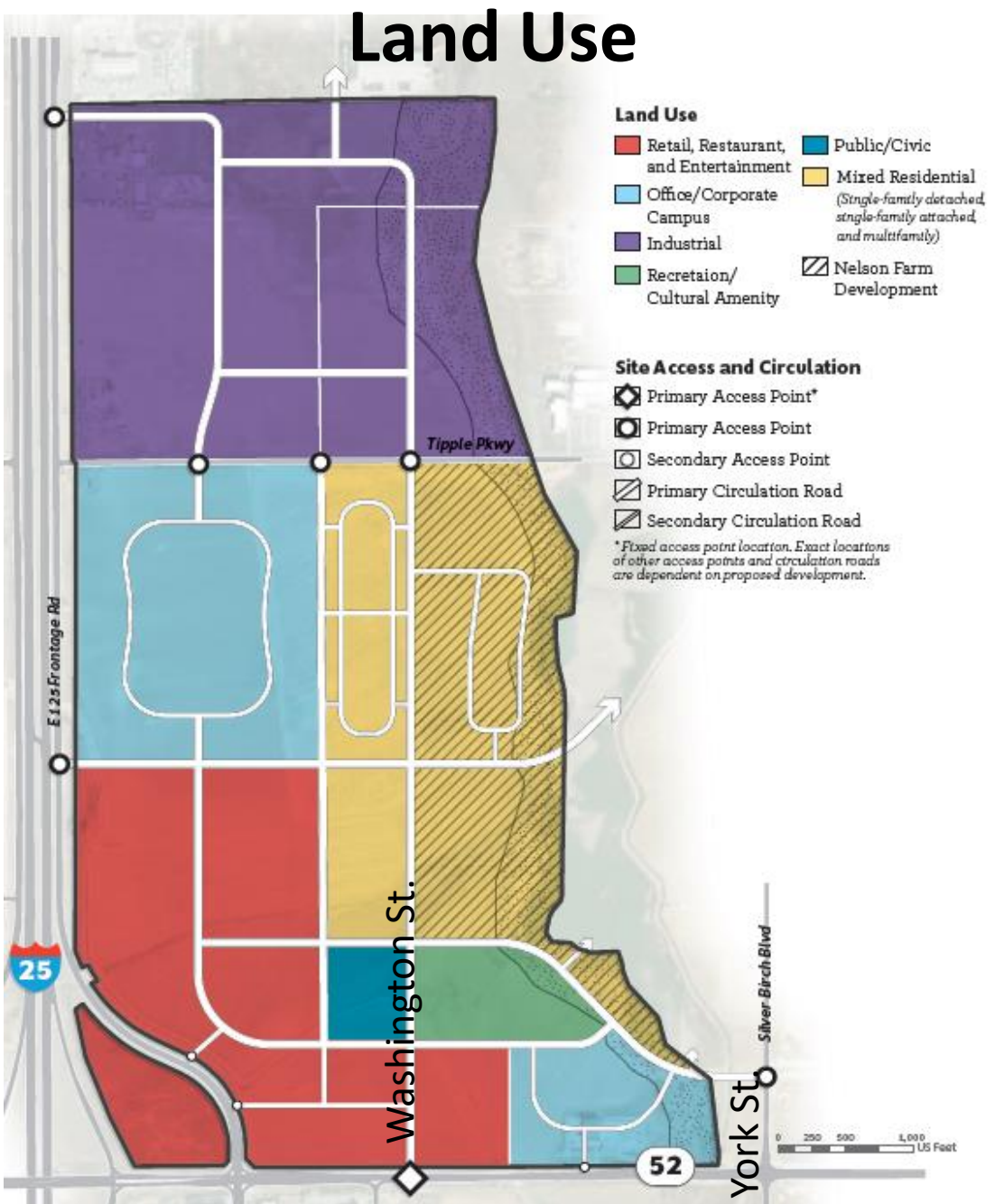


25/52 East Subarea Plan

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Land Use



That Matters.

Industrial



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Office



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Retail



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Public/Civic



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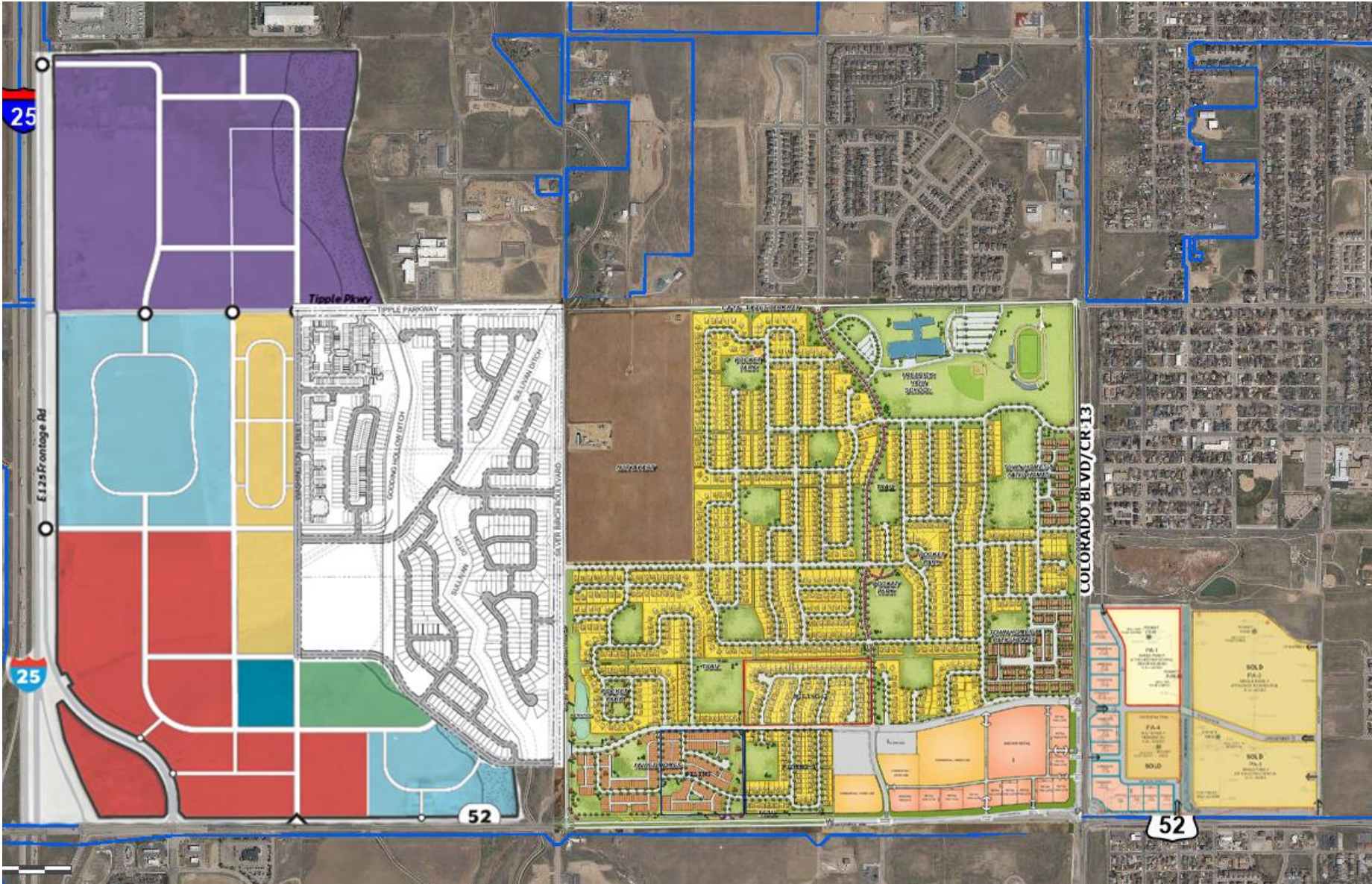
Mixed Residential



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Other Development



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Other Activities

- Land Use Code Update
- Comprehensive Plan Update
- Revitalization Strategy for 5th Street

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Questions?

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About Frederick

Frederick at a Glance

15,315

Frederick population

38,045

Carbon Valley population

5,281

Frederick households

12,633

Carbon Valley households

36.6

Median Age

\$105,827

Median Household Income

122,847

Labor force within a 10-mile radius

6

Colleges and universities within 30 minutes

Educational Attainment (25+)

Some college or higher - 73.4%

Bachelor's or higher - 37.4%

Master's or higher - 11.2%

Demographics Source: U.S. Census Bureau, Census 2010 Data, ESRI Business Analyst 2020 estimates; Town of Frederick Planning Department, March 2021.

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POST Department Update

Colby Johnson – Parks and Open Space Director

Parks, Open Space and Trails Commission – May 4, 2022

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Frederick Recreation Area Landscape Spring Cleaning

Project Scope: Refresh mulch and rock beds and repair drip irrigation.



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Frederick Recreation Area Skate Park Overflow Parking Lot Improvement

Project Scope: Re-grade, improve drainage and install new surface materials – *Commission thoughts on installing surface rock and parking delineation?*



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Irrigation

Charge Up and Initial Repairs

Project Scope: Opened all irrigation systems for the season, filled Centennial Pond and repaired raw water irrigation pumps and pond systems



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Irrigation

Charge Up and Initial Repairs



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Rinn Valley and Savannah Playgrounds

Refresh Safety Mulch

Project Scope: Under a contractor, refreshed 4" at Rinn Valley and 8-12" at Savannah



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Rinn Valley and Savannah Playgrounds

Refresh Safety Mulch

Project Scope: Under a contractor, refreshed 4" at Rinn Valley and 8-12" at Savannah



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Spring Fertilization Round One

Project Scope: 0.75 lb/M of slow release N was applied to some Class I turf areas. Class I's are most of the parks, except random roadsides like Colorado Blvd Gateway. Will complete in early May, as we get areas to finish breaking dormancy.



Park Re-Seeding

The Farm, Rinn Valley, Centennial, Eagle Valley, No-Name

Project Scope: Interseeded 80% Kentucky Bluegrass and 20% Perennial Ryegrass at several parks. Significant turf loss from winter desiccation and lack of irrigation in Fall 2021 from Raw Water distribution repairs



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Volunteer Groups

FRA Stairs – New Energy Structures Corp.

Project Scope: Improved drainage, repaired boards and refreshed surface rock on FRA stairs.



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Summit View Estates Park Playground Project

Current Status: Under Contract for \$135,000

Expected Completion: Delayed – Mid-May to Mid-June – Subcontractor availability.



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Frederick Recreation Area “Big Fred” Shelter Replacement

Current Status: Under Contract for \$105,264

Expected Completion: Delayed – Early to Mid May – Wind

Project Scope: Existing shelter has been removed from site. New steel shelter, very similar in design, will be installed in the same spot. Will be natural color scheme, with dark brown roofing and beige structure.



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Thank You

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REQUEST FOR QUALIFICATIONS

Consultant Services

**TO PREPARE A JOINT COMMUNITY PARKS MASTER
PLAN FOR FREDERICK RECREATION AREA,
CENTENNIAL PARK AND CRIST PARK**

Issue Date: May X, 2022

Proposals Due: June X, 2022

Contact:

Colby Johnson
Director & Project Manager
Parks and Open Space Department
7301 Eagle Blvd.
Frederick, CO 80504
(720) 382-5805
cjohnson@frederickco.gov

Table of Contents

1.0 - Invitation	3
2.0 – Questions and Proposal Submittals.....	3
3.0 – Community Overview.....	3
4.0 – Project Background	3
5.0 – Preliminary Scope of Work	5
6.0 – Project Schedule	7
7.0 – Budget.....	7
8.0 – Statement of Qualification Requirements	7
9.0 – Consultant Selection and Award.....	8
10.0 – Attachments	10

DRAFT

1.0 – Invitation

The Town of Frederick, Colorado is soliciting qualification submittals from firms experienced in park planning and environmental analysis and restoration to provide planning and design services to complete a joint master plan for three Town properties: Frederick Recreation Area, Centennial Park and Crist Park.

The preliminary scope of work for the project consists of site investigation and analysis, conducting community engagement, preliminary park concept development, master plan development, cost estimating and project implementation sequencing.

The master plan development requires collective experience in landscape architecture and management, water quality analysis and restoration, wildlife habitat and native landscapes analysis and restoration and civil engineering, including traffic circulation, vehicle access and parking, trail design and storm water facilities.

Transparency and public input are critical components of the Town of Frederick’s Board of Trustees governing philosophy. As such, a robust community engagement process will be a vital aspect of this project.

2.0 – Questions and Proposal Submittals

Please submit one PDF of no more than 20 pages. All materials must be received no later than Day, Month, Day, 2022 at Time.

Proposals must be submitted electronically at: [LINK TO BIDNET](#) or [LINK TO TOWN OF FREDERICK WEBPAGE](#)

A non-mandatory, informative site visit will be conducted on Day, Month, Day, 2022 at Time at Frederick Recreation Area, located at ADDRESS. The site visit will continue onto Centennial Park, followed by Crist Park. The Town will not provide transportation from one site location to the next. The purpose of this meeting is to provide interested firms with any background information that may be beneficial in preparing a submittal.

Questions concerning this Request for Qualifications (RFQ) must be submitted by Day, Month, Day, 2022 at Time via email to the Project Manager, Colby Johnson at cjohnson@frederickco.gov.

Answers will be posted to BIDNET and TOWN OF FRED WEBPAGE as an Addendum by Day, Month, Day, 2022 at Time. Any verbal communications will be considered unofficial and non-binding to the Town.

3.0 – Community Overview

The Town of Frederick is located on Colorado’s beautiful Front Range of the Rocky Mountains. The Town comprises approximately 17 square miles along Interstate 25, south of State Highway 119 and north of State Highway 52. It’s current population of over 15,000 residents enjoy the Town’s central location, allowing easy access to the Denver and northern metropolitan areas of Longmont, Boulder and Fort Collins. At the center of the Carbon Valley area, including Firestone, Dacono, Mead and Erie, Frederick stands out as a community hub for a larger population of nearly 50,000. As one of the fastest growing communities in Colorado, Frederick is working hard to ensure that growth results in a cohesive community that preserves the small-town feel and rich heritage its residents have come to enjoy.

4.0 – Project Background

Frederick Recreation Area, Centennial Park and Crist Park are geographically located near the most populated areas of the Carbon Valley and serve as regional hubs for different types of outdoor recreation and community gatherings.

Frederick Recreation Area (FRA)

This Regional Park is located within the boundaries of Godding Hollow Parkway to the south, Colorado Boulevard to the East and Bella Rosa Parkway to the North, in the northern portion of the Town. The park consists of ~300 total acres including the ~62 acre Milavec Reservoir. The Area is comprised of a variety of land uses, including Parks, Open Space, Drainage and Detention and the 9-hole Bella Rosa Golf Course.

Milavec Reservoir was purchased by the Town of Frederick in 1958 as a drinking water source. Throughout the years, the Town transitioned the Reservoir to its primary source of raw water, with inflows from the Lower Boulder Ditch Company, of which the Town is the largest shareholder. The raw water is used primarily for park and landscape irrigation on Town owned and/or HOA managed properties. The Reservoir is stocked for anglers by the Colorado Department of Parks and Wildlife and serves as an open space and water-based recreational hub for the Carbon Valley. The entire reservoir is encircled by the Milavec Trail, a 1.26-mile crusher fine trail, the most popular in the Town.

Bella Rosa Golf Course is located on the northernmost portion of Frederick Recreation Area. The Golf Course was constructed in the late 2000's as a part of a largescale dredging project of Milavec Reservoir. The Course has been managed directly by Town Staff since 2018. For the purposes of this planning project, Bella Rosa Golf Course will be included only to the extent that it is located within the greater Recreation Area and the Town desires to have it be included as a component of overall public area. A specific Golf Course Master Plan is being developed currently, and will be provided to the selected consultant upon completion.

The "Marx Property" is a ~90-acre Town-owned Open Space that is currently operated under an annual Farm Lease. The non-farmed areas consist of wetlands and drainage and detention facilities. The inflow is also located within this tract.

The Frederick Skate Park was constructed in 2019 and is a signature recreational facility of the Carbon Valley. The Park hosts thousands of residents and area visitors every year. However, while the skate facility was professionally designed, the surrounding traffic flow and parking are in need of attention within this plan to improve them for current use and to incorporate them into any proposed changes to the Recreation Area.

The eastern portion of Frederick Recreation Area has been substantially developed into a park. The area includes an outdoor exercise facility, small playground, small basketball court, a flush restroom and vault latrine, two picnic shelters and a small dog park. The "pump house" is also located in this area and includes the outlet pumps for a significant portion of the existing raw water system. The entire eastern boundary of this area consists of the primary outlet ditch for the Tri-Town Drainage, which encompasses a significant portion of the Carbon Valley.

Centennial Park

Centennial Park is a ~38-acre Community Park and open space located near the southern portion of the Town adjacent to Colorado Boulevard, which is the primary north-south roadway in the area. ~3 areas of this area are designated as Open Space and is located at the southeast portion of the property.

Formerly known as "Miner's Park," Centennial was constructed in the early 2000's as a storm water levy for the Tri-Town Drainage and the western portion of the park remains an important detention area today. This area also includes a retention pond to serve as a part of the Town's Raw Water System. The pond, while not regularly stocked by Colorado Parks and Wildlife, does support a fishery.

The eastern portion of the park was developed in 2005-2007 with the assistance of a Great Outdoors Colorado grant and includes a flush restroom, primitive outdoor amphitheater, picnic shelters and parking area with paved trails.

The western portion of the park includes the detention area but also has a parking lot and trailhead. The Legacy Trail, a portion of the larger Front Range State Trail runs along the western edge of the park. This portion of trail and trailhead were funded, in part, by a Land and Water Conservation Fund Grant in 2008.

The tracts of undeveloped land immediately south of Centennial Park are currently zoned for commercial development. The park hosts three large Town sponsored events annually – Frederick In Flight, a large hot air balloon festival – Chainsaws and Chuckwagons, a signature event where chainsaw sculptors from across the country come to create works of art that are placed on display in the Town of Frederick and Miner’s Day, a local celebration of the history of the Carbon Valley and Town of Frederick. A number of other events take place that are sponsored by the local community including youth sports, family reunions and more.

Crist Park

Located in the heart of downtown Frederick, just off Fifth and Main Streets, Crist Park is a small Neighborhood Park, but is beloved by the local community. At ~7.5 acres, the area offers a small splash pad, large playground, a flush restroom and three shelters. The park is also home to the Frederick History Museum, also known as “Old Town Hall,” along with memorials to local residents and fallen soldiers.

The Park was originally constructed in the 1960’s and 1970’s but underwent an improvement project in 1984 under a Land and Water Conservation Fund grant. The entire park remains in an LWCF encumbrance to this day and any improvements would need to fall within that programs guidelines.

5.0 – Preliminary Scope of Work

The following is a preliminary scope of work that will be refined during contract negotiations with the selected consultant. Public involvement will be a critical component of this project. A twelve to eighteen-month effort is envisioned, but the Town may be interested in an accelerated schedule.

The intent of the consolidated approach for the master plan is to undergo a collective kick-off, background information gathering, public engagement effort to facilitate community introductions and discussions, department and Town review and phasing to ensure Town funds and potential grant obtained funds can be responsibly planned for.

It’s important to Town Staff, Elected Officials and Residents that, while a working document, the final plan be a 10 to 20-year vision for the park areas that is obtainable with limited local and possibly grant funds and does not place a long-term burden on Town funds to provide for replacement amenities after the initial installation lifespan, beyond what can reasonably be expected to be fundable at that future date.

It is anticipated that the master plan process will consist of four, generally concurrent, phases as described below (Attachment B highlights Frederick’s typical Park Planning Process, which should will used as a guiding document):

Phase 1 – Site Investigation and Analysis

Develop a base map drawing, based on discussions with Town Staff, existing surveys and maps, GIS data, aerial photos and site visits. The base maps should identify and locate natural and manmade features include topography, wetlands, streams, vegetation, utilities, drainage, structures, boundaries, access roads and other features, as necessary. Deliverables should include a graphic summarizing site opportunities and constraints at an appropriate scale and a report that summarizes the site analysis.

The Town will provide the selected consultant all of the available reports and background information that it has on file at the beginning of the project. A more complete listing of available documents will be provided during contract negotiations, so a firm rate can be agreed upon.

Possible partnerships will be discussed and investigated at this Phase and potentially into subsequent Phases. Examples of partnerships could include concession based operations, Carbon Valley Parks and Recreation District, Corporate sponsorships and/or partnerships and/or 501 c 3 sponsorships and/or partnerships.

A critical component of this Phase will be the investigation of the surface water quality of Milavec Reservoir, within Frederick Recreation Area. The long-term recreational usability of the resource will depend greatly on if a solution can be implemented to improve the water quality. As of today, Town Staff know the water is high in pH, has excessive loading of nitrogen and phosphorus and produces a significant stratification in the summer months along with the production of cyanobacteria and cyanotoxins. The selected consultant will be expected to conduct water quality analysis throughout at least one year and to provide for potential, practical and scalable solutions as a standalone deliverable for Phase 1, as this will impact recreational development of the area.

Phase 2 – Preliminary Concept Development

Facilitate and conduct a community engagement process to ascertain public sentiment regarding needs, desires, opportunities and constraints. This process will continue in Phases 3 and 4.

Based upon the results of the site analysis, Town Staff and Officials input, technical input and initial public input, develop a preliminary park design program detailing proposed uses, design character and criteria.

While not necessarily a requirement of the project, Town Staff and Officials have identified prior Master Plans with “thematic” elements to be of particular interest, given the relative difference in current and future uses of the three park areas.

Phase 3 – Master Plan Development

Prepare and present two Master Plan concept alternatives based upon the approved design program with rough order of magnitude cost estimates for each alternative.

“Alternative 1” should be based upon funds derived only from Town of Frederick taxing authority. “Alternative 2” should be based upon funds derived from Town of Frederick taxing authority and potential local, state and Federal grant sources.

Town Staff will advise the Consultant which project concepts and designs shall be finalized in Phase 4.

Phase 4 – Master Plan Finalization

Prepare a narrative that summarizes the existing conditions, selected design alternatives, cost implications, applicable permits and their associated timelines, and identifies issues which require further study at the next stage of project development.

Final deliverables will be a Master Plan Report, with final project drawings and narrative, project process, project phasing scenarios and phase costs. The Master Plan Report should include a specific section on the water quality investigation and solution to Milavec Reservoir and have cost estimates and phasing included with the overall project proposal.

The master plan process should, at a minimum, include the following:

1. **Public Engagement:** This project should engage public involvement, with participation from the public at-large, Frederick Parks, Open Space and Trails Commission, Frederick Board of Trustees and a group of stakeholders, including but not limited to Frederick Staff, collective known as the Project Advisory Committee (PAC). The PAC will be organized by the Project Manager but will be coordinated by the selected consultant. At a minimum, public involvement should include a web-based portal to view project status, current engagement opportunities and future steps throughout the project, beginning in Phase 2. The portal should allow for at least two public surveys, ideally in Phases 2 and 3. Additionally, public input should include 2-3 opportunities for in-person, virtual or a combination of the two, of live input opportunities for the public.
2. **Staff and Town Officials' Review:** Prepare written and graphic materials to assist with presenting the project for up to three reviews by the Project Advisory Committee. Consultant should present project updates at up to three Parks, Open Space and Trails Commission meetings and up to three Board of Trustees meetings.
3. **Permitting and Environmental Review:** Consultant to identify permitting and regulatory requirements and deadlines as they relate to the Master Plan concepts, particularly proposed solutions to the water quality issue at Milavec Reservoir. This project does not call for the Consultant to complete permitting or Environmental Reviews, but familiarity with such will be a component of Consultant selection.

6.0 – Project Schedule

Proposed Timeline:

Proposal Packages Due: XXXX

Notify Short-Listed Firms: XXXXX

Interview Short-Listed Firms: XXXXX

Contract Award by Town of Frederick: XXXXXX

Anticipated Project Start: July 2022

Anticipated Trustee Adoption: Fall/Winter 2023

7.0 – Budget

A project budget will be determined during the contract negotiation phase and will likely be split over two annual fiscal years and will include multiple Town funds that may be restricted to particular portions of the project.

8.0 – Statement of Qualification Requirements

Submittals are sought from firms with expertise in, but not limited to, landscape architecture, park and open space planning and water quality analysis and modification. Information provided will play a significant role in the Town's selection of the consultant team considered best qualified to execute the project. Upon selection, the Town and successful consultant will work together to refine the scope of work prior to the execution of an Agreement.

Please provide the following in your statement of qualifications:

Cover Letter: Please submit a one-page letter of intent listing the proposed team (prime and sub consultants) and commitment to providing the services described in the scope of work.

Statement of Experience: Identify the proposed project manager and key personnel of the project team; include the relevant experience, qualifications, and project roles for each member. For each member, describe their experience in park master plan development and any other relevant experience.

Project Approach: Describe your understanding of the project scope and a timeline that identifies major proposed tasks and products.

References: Three (minimum) client references for similar planning projects for Municipal Parks and Recreation Departments (within the last 7 years) led by the proposed Project Manager. Please include the full name of the municipality, project manager, phone number and e-mail.

Relevant Sample Work: Please provide the following information for no more than (5) five relevant projects with similar scope and size that have been completed or in progress by members of the consultant design team. At least (3) three of the projects listed must be for public agencies.

1. Name of project
2. Project website, if applicable
3. Brief project description highlighting special attributes/features of the project
4. Project design team
5. Reference
6. Construction cost, if applicable

All costs for developing submittals in response to this RFQ are the obligation of the Consultant and are not chargeable to the Town. All submittals will become property of the Town and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Project Manager listed on this RFQ. Submittals cannot be withdrawn after the published close date.

9.0 – Consultant Selection and Award

The Town intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the Town, best meets all the below listed evaluation criteria (receives the highest score) as determined by the Town's selection committee. If the Town decides to, chosen firms will be scheduled for an interview at a selected date and time between June 20th and June 24th, 2022. Upon selection of a Consultant, the Town intends to enter into an agreement using its standard Agreement for Services (see Attachment C), which shall be used to secure these services. By providing a submittal in response to this RFQ, proposing firms indicate they have read and agree with the contract terms.

Evaluation Criteria	Weight
Demonstrates a thorough understanding of project purpose, objectives, scope and timeline. Demonstrates design excellence and understanding of public parks and open space.	20
Demonstrates a thorough understanding of water quality issues in the Front Range of Colorado, including scientific analysis, evaluation, understanding, solutions and applicable permitting	20
Qualifications of key personnel and project team	10
Demonstrated experience conducting successful community engagement and gathering input	20
Experience with projects of similar scale and scope	20
Overall quality content and responsiveness to RFQ requirements	10
Total	135

The Town of Frederick reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole discretion of the Town of Frederick, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

The Town of Frederick reserves the right to award additional work and contracts for future phases of the final design, construction documents and construction administration to the team that completes the master plan, or to one or more of the finalist teams selected in the initial selection process.

10.0 - ATTACHMENTS

A – Site Maps

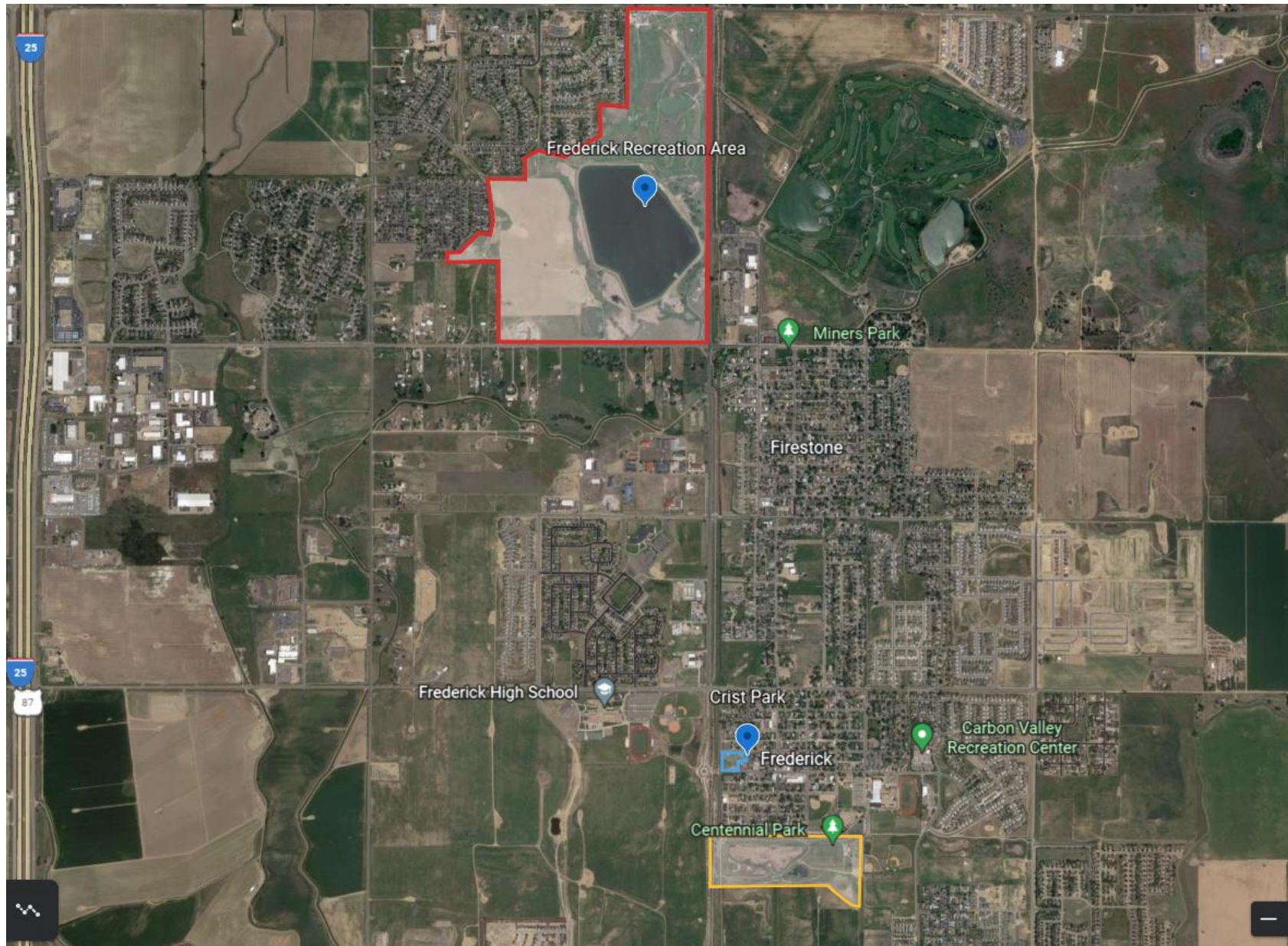
B – Town's Model Master Plan Process

C – Agreement for Services

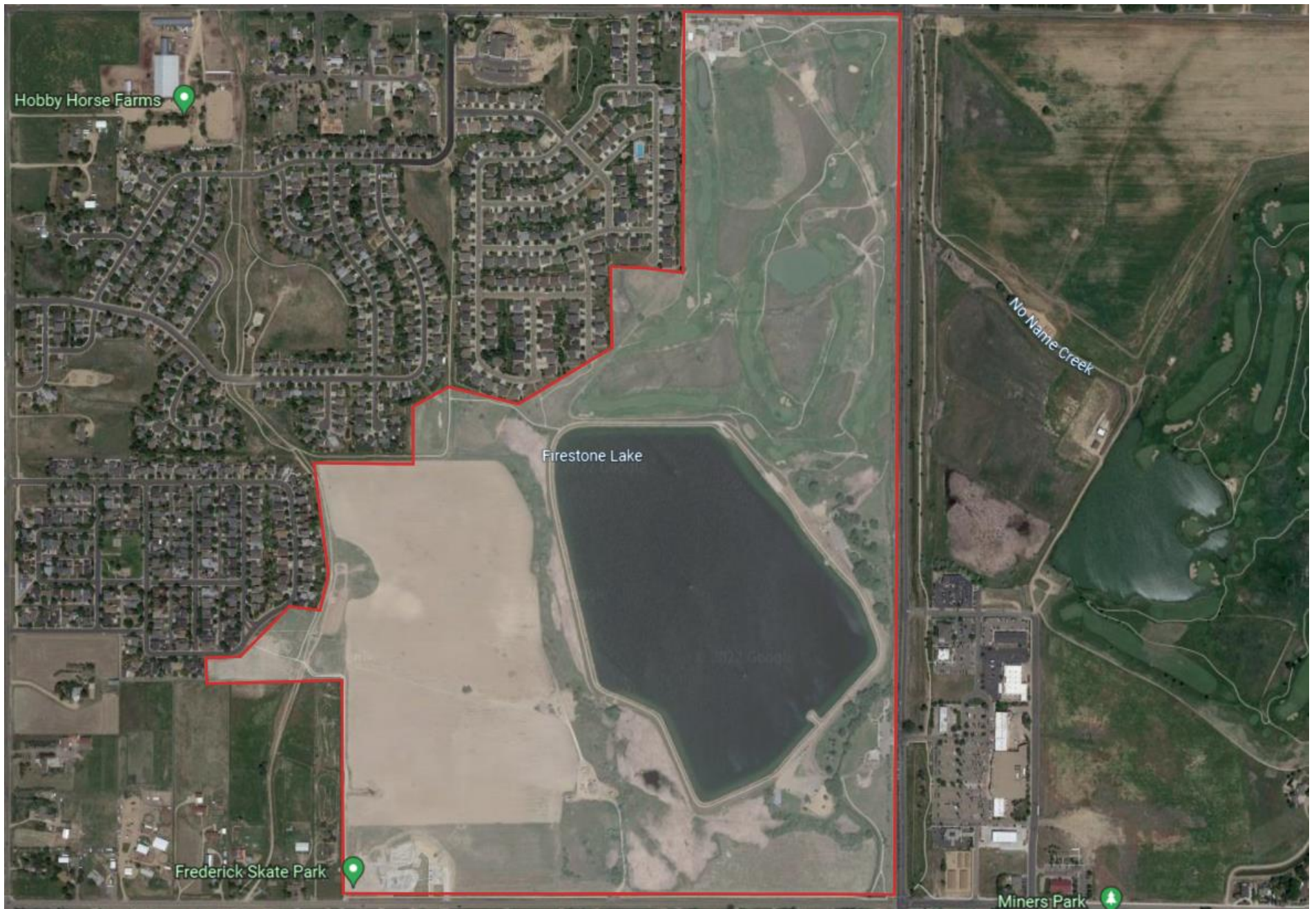
Attachment A – Site Maps

(Maps are not to scale and do not represent a legal boundary. They are for Information Purposes only.)

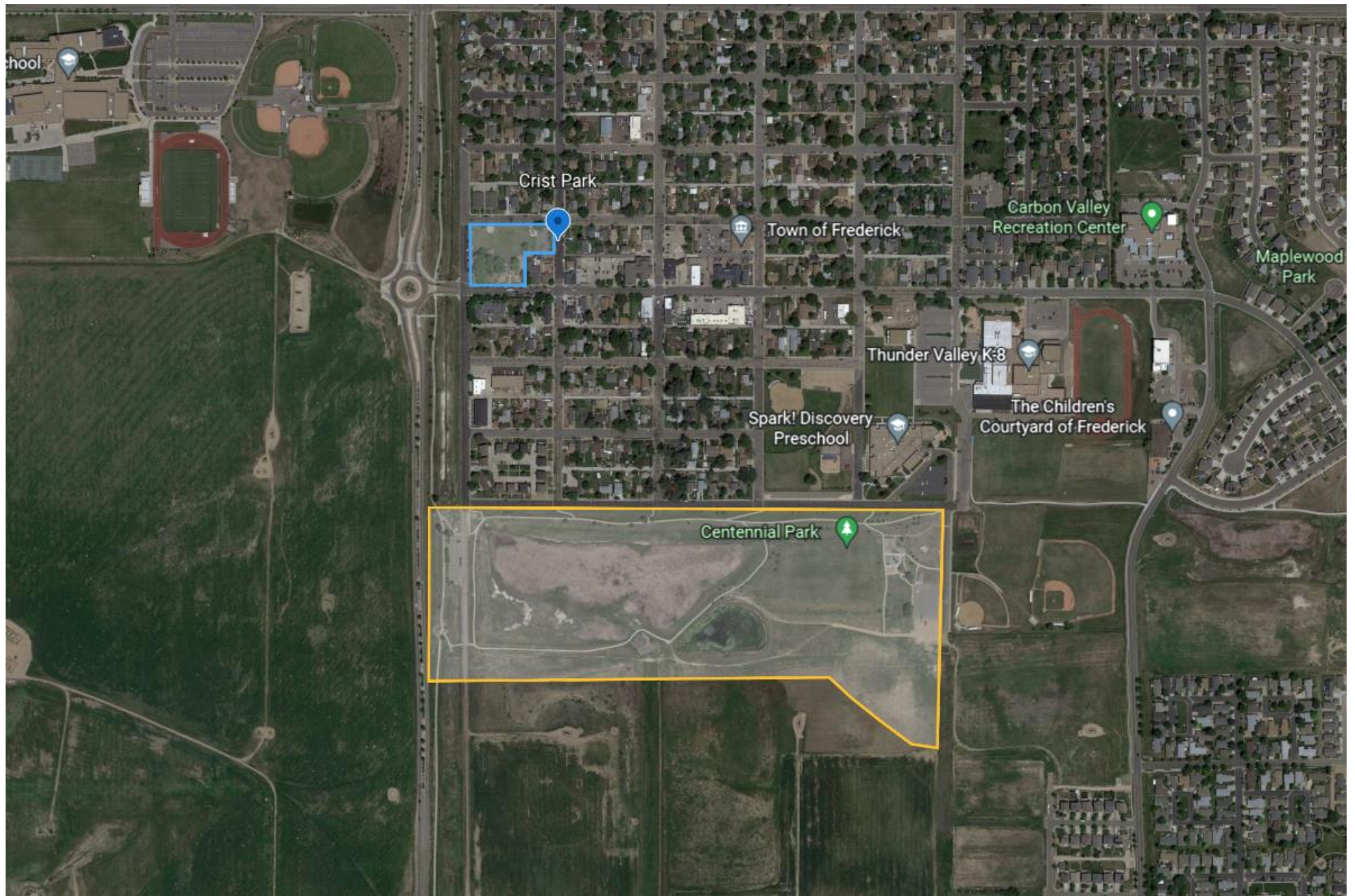
Town of Frederick



Frederick Recreation Area



Centennial and Crist Park



Attachment B

Town of Frederick Model Master Plan Process

Site Analysis and/or Project Scoping

- Evaluate existing site conditions.
- Complete wetland delineation, identify sensitive areas, complete soil analysis, etc.
- Determine stormwater, potable water, raw water amenities, sources etc.
- Evaluate and determine the potential presence of abandoned energy extraction sites.
- Develop an overall environmental understanding of the site.
- Identify and understand intentions for the site. What is the scope of the project? Park classification? What is the service area of the park?

Survey residents/stakeholders

- Develop a survey suitable to the project and distribute online.

Public Meeting #1: Scoping Meeting

- Present site analysis
- Present survey results.
- Opportunity for community members to share their hopes, dreams and concerns for the site development.

Project Goal Setting and Concept Development

- Presentation and discussion with POST Commission and possibly with Board of Trustees
- Develop the initial park concept(s) that will serve as the foundation for the first public meeting. Park concepts are based on Town of Frederick's Strategic Plans, site analysis, survey information and feedback from community members at public meeting #1.
- Present initial concepts and project goals to POST Commission and possibly with Board of Trustees for confirmation and direction.

Public Meetings #2, #3, and #4: Developing a Park Concept

- Progressive meetings from broad concepts to a preferred option or options.
- State and display project goals.
- POST Commission hosts the meetings. Consultant and/or Staff facilitate the meeting.
- Prepare a press release (or other information materials) to present to the public upon completion of final public meeting.
- Provide updates to the Board of Trustees.
- Provide updates to community members via the Town website or online portal.
- Identify site option(s) to present to Board of Trustees for review and approval.
- Environmental analysis should occur throughout this process to highlight any regulatory oversight or permitting required.

Adoption of Master Plan

- Present to Town Staff for administrative review.
- Present to POST Commission for approval.
- Public Hearings (If required)
- Formal adoption of Master Plan by Board of Trustees

Attachment C

INDEPENDENT CONSULTANT AGREEMENT

Town of Frederick
Joint Community Parks Master Plan Project

THIS INDEPENDENT CONSULTANT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__22__ (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and _____ ("Consultant"), a Colorado _____.

WHEREAS, The Town desires to engage the services of Consultant to provide the services more fully described on Exhibit A regarding construction of the Colorado Boulevard and Tipple Parkway Intersection Improvement Project; and

WHEREAS, the Consultant wishes to become associated with the Town as an independent consultant for such purpose; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

- 1.01 Town. Town is a municipal corporation located in Frederick, Colorado.
- 1.02 Consultant. Consultant is a private, independent business who will exercise discretion and judgment of an independent consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.
- 1.03 Intent of the Parties. By this Agreement, Town and Consultant intend Consultant to be an independent consultant in relationship to the Town and not the Town's employee.

Consequently, Consultant will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.

SECTION 2: TERM, DUTIES, COMPENSATION

- 2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of one (1) year unless sooner terminated as herein provided, and if necessary, shall be submitted to the Town sixty (60) days prior to the expiration of the Agreement to consider renewal, subject to appropriation.
- 2.02 Duties and Compensation. Consultant's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change.
- 2.03 Background Check. Town may, at its' sole discretion, conduct a background check of Consultant, its owners and employees. Consultant agrees to execute any forms necessary to facilitate the background check.

- 2.04 Monthly Report: Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Consultant shall provide Town a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of Town, suspend the processing of any partial payment request.

SECTION 3: OPERATIONS

- 3.01 Expenses: Consultant shall not incur any expense or debt on behalf of Town without written authorization.
- 3.02 Federal, State, and Municipal Laws and Regulations. Town and Consultant each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.
- 3.03 Town Representative: Town will designate, prior to commencement of work, its project representative ("Town Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to Town Representative.
- 3.04 Reserved

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

- 4.01 Insurance. Consultant shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$2,000,000 combined aggregate
- b) Automobile Liability - \$1,000,000
- c) Workers Compensation

Each liability insurance policy shall name Town as an additional insured. Consultant shall furnish an original counterpart of such insurance policy to the Town upon the Town's written request. Consultant shall also furnish to Town appropriate certificates for such insurance which shall include a commitment by each insurance company to notify Town in writing of any material change, expiration or cancellation of the insurance policy required hereunder not less than thirty (30) days prior to such change, expiration or cancellation becoming effective. In addition to the above, Consultant shall obtain and keep in force during the term hereof such insurance required by any law or regulation, or prudent business practices.

- 4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities as authorized by this Agreement. Consultant agrees that it will at all times protect, defend and indemnify and hold harmless Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Consultant or any invitees, guests, agents, employees or subconsultants of Consultant, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement. Consultant shall promptly pay to Town, its successors or assigns, the full amount of any such costs, loss or damage which Town, its successors or assigns may sustain or incur, or for which Town, its successors or assigns, may become liable.

SECTION 5: TERMINATION

- 5.01 Termination. Either party upon fifteen (15) days prior written notice may terminate this Agreement with or without cause.

- a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.
- b) Upon termination by either party, Consultant shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, plans, or other items provided by Town to the consultant in conjunction with this Agreement.

SECTION 6: MISCELLANEOUS

- 6.01 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Consultant and Town is one of employment rather than independent consultant, this Agreement shall become null and void in its entirety.
- 6.02 Conflicts of Interest; Non-hire Provision. Consultant is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party. During the term of this agreement, Consultant shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. Consultant is expressly free to perform services for other parties while performing services for Town. For a period of six months following any termination, Consultant shall not, directly or indirectly hire, solicit, or encourage leaving Town's employment, any employee, consultant, or consultant of Town or hiring any such employee, consultant, or consultant who has left Town's employment or contractual engagement within one year of such employment or engagement.
- 6.03 Reserved
- 6.04 Independent Consultant. This Agreement shall not render Consultant an employee, partner, agent of, or joint venture with Town for any purpose. Consultant is and will remain an independent consultant in their relationship to Town. Town shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: Independent consultant is not entitled to unemployment insurance benefits unless Independent Consultant or some other entity provides unemployment compensation coverage. Independent Consultant is obligated to pay federal and state income tax on any moneys paid pursuant to this contract.

- 6.05 Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant certifies that (i) Consultant does not knowingly employ or contract with any illegal aliens; (ii) Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States; and (iii) Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of this provision, Town may terminate this contract for cause and Consultant shall be liable for actual and consequential damages to the State. A Consultant that operates as a sole proprietor hereby swears or affirms under penalty of perjury that Consultant (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.
- 6.06 Ability to Bind the Other Party. Neither Town nor Consultant is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.
- 6.07 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

- 6.08 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 6.09 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.
- 6.10 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.
- 6.11 Assignment and Subcontracting. Consultant may not delegate, assign or subcontract all of any part of its duties and obligations hereunder without obtaining the Town's prior written consent.
- 6.12 Waiver of Conditions. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- Town acceptance of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the quality or technical accuracy of the work. Town's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to Town under this Agreement. Consultant may not waive all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.
- 6.13 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town at a public meeting. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing.
- 6.14 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto, their respective successors and assigns, and as otherwise expressly stated herein.
- 6.15 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.
- 6.16 Acknowledgment of Review. Consultant hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

TOWN OF FREDERICK

CONSULTANT

By _____ By _____
Tracie Crites, Mayor

ATTEST:

By _____
Meghan C. Martinez, Town Clerk

DRAFT



Cyanobacteria

Colby Johnson – Parks and Open Space Director

Board of Trustees Work Session– May 3, 2022

BUILT ON WHAT MATTERS



Strategic Plan Alignment



- Community and Economic Vitality



Purpose

Discussion of Monitoring, Management and Treatment of Cyanobacteria in Milavec Lake

Built on What Matters.

The Science

- Cyanobacteria
 - Not technically an algae
 - Photosynthetic bacteria
 - Kingdom: Monera
 - Bacteria
 - Single-cell – no nucleus
 - Pre-dates oxygen dependent life on Earth
- Then What's an Algae?
 - Generally, 7 different types of algae
 - Kingdom: Protist
 - Closely related to Plant Kingdom
 - Most common to CO is commonly called Green Algae



So Many Names!

- Cyanobacteria
 - “Blue-Green Algae”
 - “Toxic Algae”
 - “Harmful Algal Bloom (HAB)”
 - “Deadly Algae”
- Cyanotoxins
 - Created by Cyanobacteria
 - Not always present
 - There’s actually 4 specific cyanotoxins of note



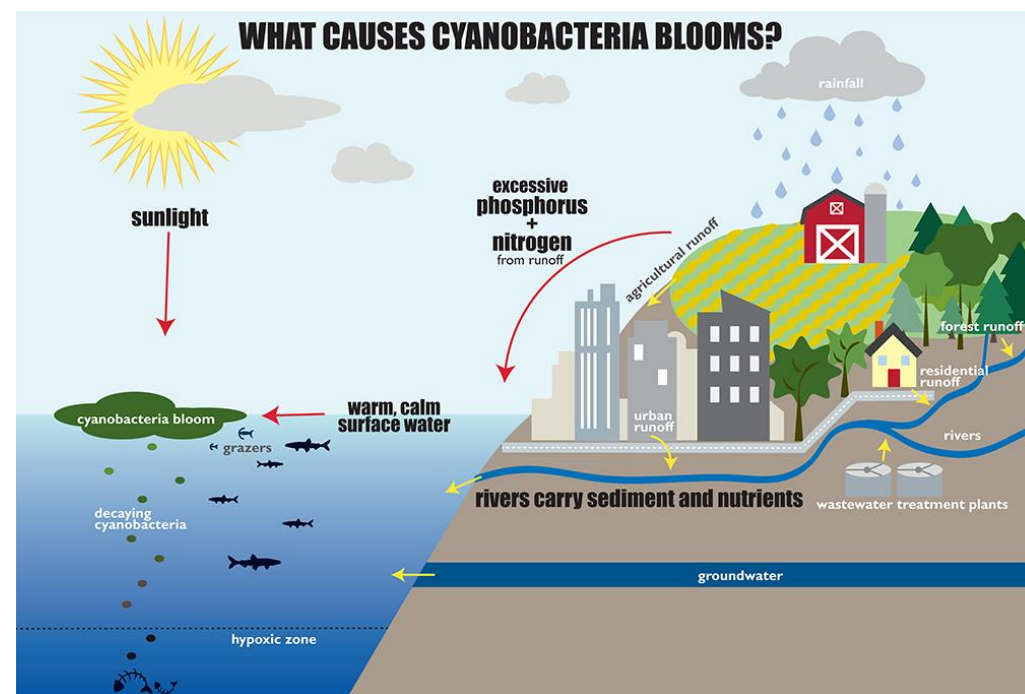
Cyanotoxins

- Cyanotoxins
 - Microcystin
 - Cylindrospermopsin
 - Anatoxin
 - Saxitoxin
- Each “group” can contain many specific species of cyanotoxin



How Does This Happen?

- While naturally occurring, cyanobacteria will exponentially reproduce to form blooms under certain conditions
 - For FRA, conditions have been met in the past
 - High nutrient loading (particularly phosphorus)
 - Anthropomorphic Eutrophication
 - High water temperatures (prevalent in waters with low clarity)
 - Climate change is causing prolonged warm cycles
 - Still water





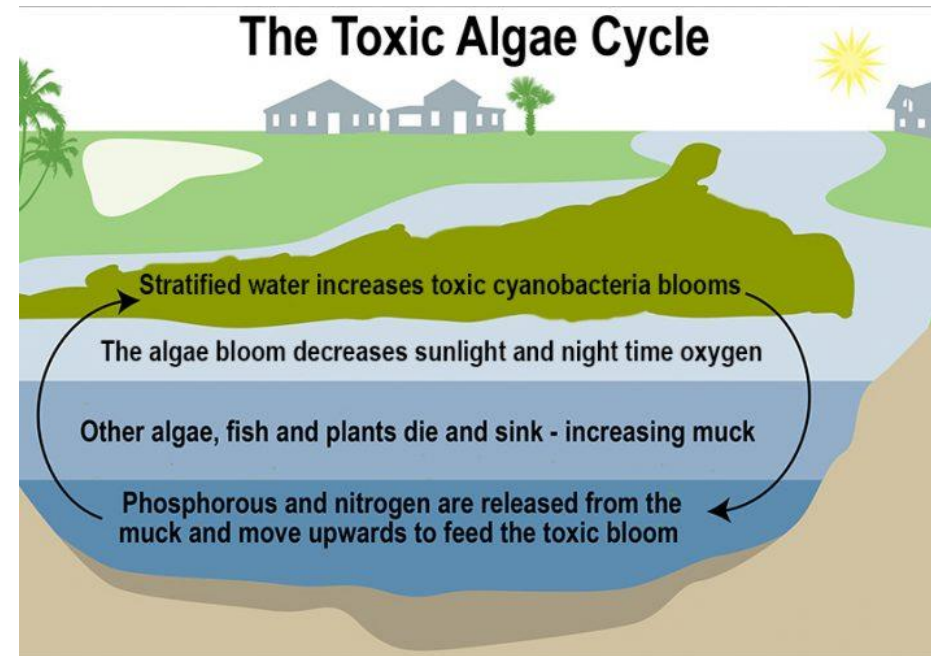
What is the Risk to People and Pets?

- Dangers
 - Among the most powerful natural poisons
 - Typically lower concentrations in a natural environment
 - Under moderate exposure, risks to people and animals include:
 - Gastro-intestinal issues
 - Hayfever symptoms
 - Skin rashes
 - Under high, long-term exposure, risks can include:
 - ALS
 - Parkinson's disease
 - Alzheimer's disease

Built on What Matters.

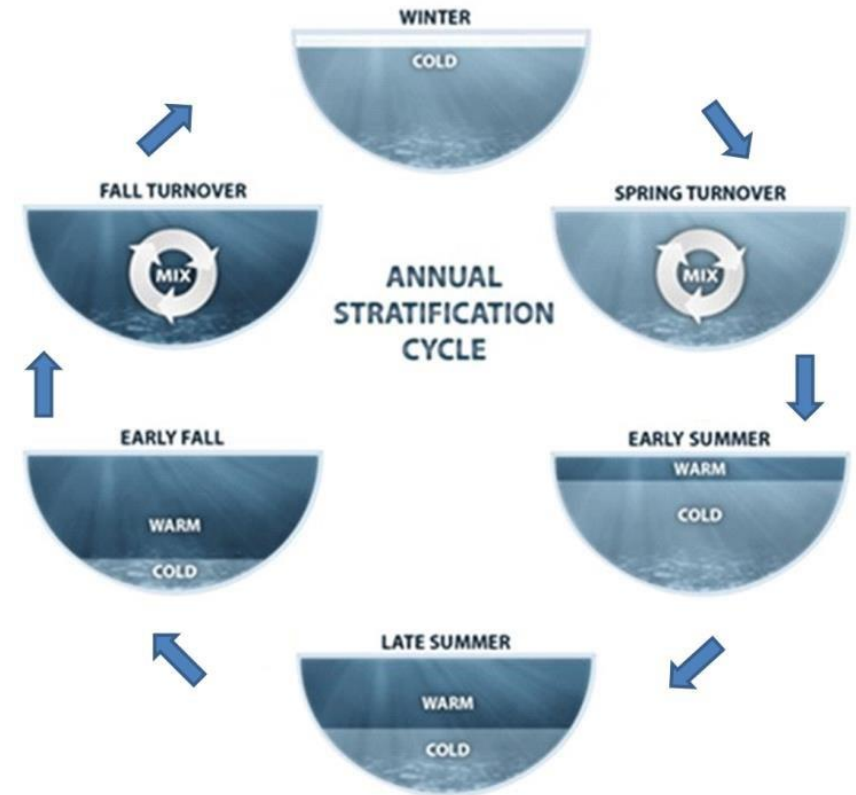
What is the Risk to the Lake Environment?

- Eutrophication
 - Dense algal and cyanobacterial blooms
 - While alive:
 - Deplete inorganic carbon and raise pH
 - Cause clarity issues at surface which disrupt organisms that utilize sight
 - Can fix atmospheric nitrogen for photosynthesis, adds even more nutrients to water
 - Cyanotoxin release
 - Upon death:
 - Decomposition consumes oxygen, causes severe drop in dissolved oxygen



Does This Have Anything to do with Turnover?

- Stratification
 - Natural on deep, large reservoirs and lakes
 - Not necessarily associated with blooms
 - Based on water temperature, which is directly associated with water density
 - Cold water is more dense than hot water
 - Generally, creates 3 layers
 - Epilimnion (Top)
 - Metalimnion (Thermocline)
 - Hypolimnion (Bottom)
 - “Turnover” occurs when water is disrupted by wind or aeration, causing mixing of the three layers
 - Lower layers can have reduced dissolved oxygen.
 - This can force fish to the surface, where they encounter warmer water, which can stress certain species and bring them into contact with cyanotoxins





So What Are We Doing?

- 2021 Monitoring
 - Public Reports
- 2021 Management
 - Aeration/Bubblers
 - Positives
 - Artificially “turns over” the “layers” of the water
 - Adds air to the surface to increase oxygen
 - Disrupts the surface to help prevent algal growth
 - Negatives
 - Cover very small % of surface water
 - Cause the “smell” by artificially turning over water
 - Pulling water from the bottom can increase nutrient load on the surface
 - Signage
 - Posted Town created signage during visual bloom
- 2021 Treatments
 - Applied an aquatic herbicide
 - Positives
 - Can increase the rate at which algae and cyanobacteria are killed.
 - Public Relations
 - “DO SOMETHING!”
 - Negatives
 - Herbicides are toxic by themselves to aquatic organisms
 - Remember, dead algae consume oxygen – can cause a fish kill from deoxygenation
 - Herbicides break down cells in cyanobacteria, which can lead to a release of cyanotoxins



What Else Can We Do in 2022?

- Monitoring
 - Visual Monitoring
 - Weekly check for blooms
 - Field Testing
 - Stick Test & Jar Test
 - Verifies the probable presence of cyanobacteria vs. algae
 - Quantitative Testing
 - Test Strips
 - Done Local – similar to pH Test Strips
 - Utilize a “reader” which determines presence of cyanotoxins
 - Lab Analysis
 - Sample is sent to State Lab
 - Returns can take 1 to 3 weeks
 - Can determine accurate levels of specific cyanotoxins
- Management
 - Signage
 - Produce and install CDPHE standard signage
 - Upon Visual Determination:
 - CAUTION
 - Upon Quantitative Test Results
 - WARNING
 - Public Relations
 - Aeration
 - Continue with current systems
- Treatment
 - Aquatic Herbicides
 - High Risk
 - Inorganic Treatments
 - Copper Sulfate
 - Only removes the algae, doesn’t solve any actual causes – High Risk



What Else Can We Do Long-Term?

- Environmental Study
 - Included as a part of the Community Parks Planning effort
 - Determine nutrient load in inflow, pool and lake bottom
 - Impacts on fish populations
- Management and Treatment
 - Increased/modified aeration
 - Nutrient treatment
 - Wetlands, chemical treatment, water treatment
 - Legal water quality status
 - Nutrient load likely already exists in the inflow canal and lake bottom
- No Easy Fix
 - Even a massive, expensive solution will not completely remove blooms, but can limit severity

Built on What Matters.



Preferred Staff Recommendation for 2022

- Currently, no Monitoring, Management or Treatment is required for Recreational Waters in Colorado or under Federal Law
- Frederick does not allow “full-body contact” in Milavec Reservoir
- Monitoring Recommendation
 - Visual Monitoring
 - Weekly check for blooms
 - Upon Visual Determination, Conduct Field Testing
 - Stick Test
 - Verifies the probable presence of cyanobacteria vs. algae
- Management Recommendation
 - Signage
 - Produce and install CDPHE standard signage
 - Upon Visual Determination
 - CAUTION
 - Post at each walkable “entrance” to Lake Trail
 - Post for duration of visible bloom plus 2 weeks
 - Aeration
 - Continue with current systems
 - Public Relations
 - Utilize available CDPHE and EPA public guidance documents for public outreach
- Treatment
 - None
 - The positives do not outweigh the potential negatives of organic or inorganic treatments

CAUTION Signage

CAUTION TOXIC ALGAE MAY BE PRESENT



Water contact can cause illness

- ▶ Keep kids out
- ▶ No pets in water
- ▶ Do not drink water
- ▶ Avoid contact with algae
- ▶ If exposed, shower immediately

Fishing permitted - rinse fish with clean water and properly dispose guts

Boating permitted - avoid algae



If you or your animals have nausea, vomiting, diarrhea, rash, irritated eyes, seizures or breathing problems, call Poison Control: 1-800-222-1222



Alternate Staff Recommendation - 1

- Monitoring Recommendation
 - None
- Management Recommendation
 - Aeration
 - Continue with current systems
 - Treatment
 - None



Alternative Staff Recommendation - 2

- Monitoring
 - Visual Monitoring
 - Daily check for blooms
 - Field Testing
 - Stick Test upon visual determination
 - Quantitative Testing
 - Test Strips
 - Done Local – similar to pH Test Strips
 - Utilize a “reader” which determines presence of cyanotoxins
 - Cost - \$3,000 to \$5,000 annually
- Management
 - Signage
 - Upon Visual Determination:
 - CAUTION
 - Upon Quantitative Test Results
 - WARNING
 - Public Relations
 - Aeration
 - Continue with current systems
- Treatment
 - Aquatic Herbicides
 - High Risk

WARNING Signage

DANGER

LAKE IS CLOSED TO FULL-BODY CONTACT

Toxic algae is present!



Water contact can cause illness

- ▶ Keep kids out
- ▶ No pets in water (death may occur)
- ▶ Do not drink water
- ▶ No water recreation (swimming, skiing, paddle-boarding, wading, etc.)
- ▶ If exposed, shower immediately

Fishing permitted - rinse fish with clean water and properly dispose guts

Boating permitted - avoid algae



If you or your animals have nausea, vomiting, diarrhea, rash, irritated eyes, seizures or breathing problems, call Poison Control: **1-800-222-1222**



Discussion

Built on What Matters.