

## AGENDA

### **Parks and Recreation Advisory Board**

Monday, June 27, 2011 - 7:00 pm

Parks Administration  
7 South Sunset  
Longmont, CO 80501

1. ROLL CALL
2. Board Re-Organization
  - A. Elect Chair
  - B. Elect Vice Chair
3. APPROVAL OF AGENDA
4. APPROVAL OF PREVIOUS MONTHS MINUTES
  - A. April 11, 2011 Parks and Recreation Advisory Board regular meeting
5. PUBLIC INVITED TO BE HEARD
6. OLD BUSINESS
  - A. Capital Improvement Projects
    - a. Review Board CIP Priorities
7. NEW BUSINESS
  - A. Burch Lake Lease
8. ITEMS FROM STAFF
9. ITEMS FROM BOARD
10. PUBLIC INVITED TO BE HEARD
11. ADJOURNMENT

If you need special assistance to participate in a Parks and Recreation Advisory Board meeting, please contact Cathy Diesing at 303-774-4756 in advance of the meeting to make arrangements

MINUTES  
PARKS & RECREATION ADVISORY BOARD  
April 11, 2011

The April meeting of the Parks & Recreation Advisory Board was called to order by Ruby Bowman at 7:05pm at the Parks Maintenance Building.

1. Roll Call

Cathy Diesing, Board Secretary called the roll call. Those present were committee members; Ruby Bowman, Jim Wardell, Sharon O'Leary, Jim Krick, Doug Gollhofer, Greg Braun, Kelly Dirks and Councilman McCoy.

Staff Present: Mr. Friesner, Mr. Rademacher, Mr. Wolford, Mr. Ransweiler and Ms. Diesing

2. Approval of Agenda.

A motion by Ms. Bowman to move Old Business C; to Old Business A. This was seconded by Mr. Gollhofer, the motion passed 7-0.

3. Approval of Previous Months Minutes

A motion by Mr. Braun to approve the March 14, 2011 minutes was seconded by Mr. Wardell. The motion passed 6-1. Mr. Gollhofer abstained as he was absent.

4. Public Invited to be Heard. None

Ed Velie, 1262 Atwood St., Longmont, Co. 80501. 303-685-2911. Lives in the Meadows Town homes development and is the President of the Townhome Association. He would like to remind the City that a Memo of Agreement was signed in 1995 on a bike path not going through the development.

Melinda Yale, 1211 Baker St., Longmont, Co. 80501. 303-651-2217. Lives in the Meadows Town homes development and is part of the same association. She said a bike path should not go through the development. She also felt that all of the Open Space property being purchased by the City and County has increased property values that citizens cannot afford land now, and that Citizens are asked to supplement the affordable housing being offered. The City should be warned they may not have enough land for growth in the future.

Jim Russell, 160 11<sup>th</sup> Ave, Longmont, Co. 80501. 720-323-1349. Lives in the Kitley Neighborhood. The path the children use to walk to and from school and parks is dangerous as it follows up and over the railroad tracks. He supports a trail connection but not a path through the Meadows Division.

Dale Peterson, 1103 Collyer St, Longmont. 303-684-0031. Lives by the

Community Gardens and sees traffic going over the railroad tracks including kids going to school. He supports a trail connection along Mt. View.

Brian Hanson, c/o 350 Kimark St., Longmont. Lives in the Kitley Neighborhood and feels the kids are walking a dangerous way to school. A fence needs to be put up and a safer passage under the tracks.

David Harold, 926 Emery St., Longmont. Co. Lives in the Kitley Neighborhood and feels that everyone would benefit from a path through the neighborhood and under the railroad track. He also travels to and from Seagate and it would be nice if the bike path was completed at Airport Road so you would not be on the road with cars.

## 5. Old Business

A. Trail Missing Link Connections. Mr. Ransweiler gave a power point presentation on Trail Connections. The CIP Projects T-105 and PR-83 Trail Connection 2010-14 Cost Breakdown spread sheet listed the trail connections in order of needs of repair or completion. The list phased in repairs and completion of trails in one year increments up to the year 2014. The Board made a suggestion that trails near schools should be a priority. Mr. Ransweiler will come back to the Board in 2012 to update the Board on connections that have been completed and to review on-going priorities. After discussion a motion by Ms. Bowman to accept the prioritized plan as presented by staff on missing trail links and sidewalks, this was seconded by Mr. Gollhofer, the motion passed 7-0.

### B. Capital Improvements Projects.

a) Discuss any New CIP Projects. Jeff Friesner said he had not received any new project requests from the Board other than the request for a parking lot at Spangler School. The Board had decided they did not want just Spangler on a CIP, as other parks need attention. Mr. Rademacher said he would develop a CIP project that would provide for Master Planning for all parks. The Board discussed having the same process as was used to develop the trail system priorities. Revitalization meetings are being held by Jon Clark, for neighborhood parks. Information could be collected at the meetings for the Master Planning of the parks. Mr. Rademacher added this Master Plan would also help identify sustainability levels for the park system.

b) Establish Board CIP Priorities - Dotocracy. Each Board member was given 6 dots to vote for their favorite projects. The Board selected from projects categorized as Facility Enhancement Projects and Expanded Systems. Staff will bring the voting results to the May Board meeting.

C. Submitting Parks and Recreation Proclamation. A discussion occurred on what proclamations could be presented to Council from the Park & Recreation Advisory Board. The Board would like staff to create the proclamations and start with the concerts officered in the City, include swim lessons, day camp and end with the Rhythm on the River. This would end with a proclamation for July being Parks & Recreation month, offering all citizens music, art and festivals. Jeff Friesner will bring back the proclamations to the May meeting.

6. New Business.

A. Disposition of Open Space

a) Review Proposal – 78 Acres of the Sherwood OS. Dan Wolford discussed the two separate IGA's (Inter governmental agreements) for land swaps and conservation easement with the Schlagel Property, Boulder County and the City of Longmont.

The following steps occurred:

Step 1 – Finalized Purchase

Step 2 – City conveyed easement to Boulder County

Step 3 – Boulder County negotiated with the Schlagel family for 300 acres of conservation easement.

Step 4 – The City transfers the fee to the Schlagel Family

Step 5 – Schlagel family transfers the 213 acres conservation easement to the City of Longmont. The land remains a buffer for Open Space.

Step 6 - The City transfers 78 acres to the Schlagel family, will be taken to the Council on the 26<sup>th</sup>. The City has spent no money on these transactions because of the partnership with Boulder County.

Dan Wolford noted the ordinance specifies that notifications be printed in the paper and posted on the web site. He would like the Parks & Recreation Advisory Board to make a motion on the disposition.

b) Public Hearing. Ms. Bowman opened for public comment on the Review proposal on Open Space. No public were present, the meeting was closed without comment from the public

A motion by Doug Gollhofer that the Park & Recreation Advisory Board supports and approves the disposal of Open Space on the Sherwood Property as presented, this was seconded by Jim Wardell, the motion passed 7-0.

7. Items from Staff

A. Cathy Dising reminded the Board that summer registration begins on Tuesday for the summer programs.

B. Dale Rademacher said that the City was still looking for a Natural Resource Manager. He is working with Human Resources on whether to repost the position and what options are available.

C. Jeff Friesner said the Sunset Bathhouse was scheduled to open on June 13. Staff has planned to hold all seven downtown concerts on Friday evenings. The four Roosevelt Park concerts will be held on Tuesday evenings. In July, three Free Movies in the Park will be held at Thompson Park. The Longmont Recreation Center leisure pool is closed and has been closed on and off the last three months due to a water leak. A notice is posted at the Recreation Center giving details of the closure to the public.

C. Dan Wolford explained the Customer Survey form that was in the packet. Due to the Safe Water Drinking Act, Public Works is required to conduct an annual survey to better understand citizens' needs and concerns. Cal Youngberg added two questions on Dan Wolford's request. On the survey questions number 5) Do you visit or use any of the following water-related parks or facilities, and 6) While at these sites, please check the activities that you participate in. Results will be given to the Board. The results are random and it has good participation.

#### 8. Items from Board

A. Sharon O'Leary hopes the Director position is filled quickly, as other employees need to cover those job duties.

It was asked how often a public person should be allowed to speak during a presentation. She requested that a clear standard be adhered to, so no one can cry foul and everyone is treated equally. This was also echoed by Doug Gollhofer. It was added by staff that once they are heard, public should listen and not continue to converse back and forth with what is being presented to the Board. The Chair should dialog that the public invited to be heard is over.

In response to the request to limit discussions by citizens during presentations, Ruby Bowman reflected on the three minute time allowance for Public to be Heard at City Council meetings. She felt it was not enough time for citizens to discuss their concerns. She does speak at Council meetings and feels she is cut off in the middle of her conversations, by the time limit.. She would like those attending Park Board meetings to participate in the discussions and presentations fully. Doug Gollhofer also agreed with establishing a standard, and feels the Public to be heard at both the beginning of the meeting and at the end of the meeting should be used. Citizens should not be part of the discussion during a presentation. Citizens may feel slighted if they are not allowed to talk more than another person depending on the subject matter. A meeting will be held with Ruby Bowman with staff on this Board request.

B. Doug Gollither really enjoys the Itty Bitty City at the Memorial Building.

9. Public Invited to Be Heard.(none)

10. Adjournment.

There being no further business to come before the Park & Recreation Advisory Board, it was moved by Ms. O'Leary to adjourn the meeting at 9:35pm and was seconded by Mr. Braun the motion passed 7-0.

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Chair Signature

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Board Secretary

**Dotocracy Results- 2011**

**Park & Recreation Advisory Board Meeting – April 11, 2011**

PIF -= Public Improvement Fund  
 PRK = Park Improvement Fund  
 CTF = Conservation Trust Fund

OS = Open Space Fund  
 SF = Street Fund

<b>EXPANDED SYSTEM PROJECTS - PIF</b>		
<b>Name</b>	<b>Funded/Partially or Unfunded</b>	<b>Votes</b>
PR-83 Primary Greenway SF, PIF	Funded	7
PR-49 Dry Creek Community Park, PRK	Funded	6
PR-5b St. Vrain Greenway CTF	Funded	5
PB-155 Recreation Ctr Addition, PIF	Unfunded	2
PR-134 Centennial Pool Renovation, PIF	Unfunded	1

<b>FACILITY ENHANCEMENT PROJECTS</b>		
<b>Name</b>	<b>Funded/Partially/ Unfunded</b>	<b>Votes</b>
Master Plan Process	New- Unfunded	9
PR-173 Parks Lighting Efficiency Prog.- PIF	Unfunded	5
PB-137 Rec Center Parking Lot Exp.- PIF	Unfunded	3
PR-77 McIntosh Lake Park OS	Funded	2
PR-155 Golden Ponds Improvements –CTF	Funded	1
PR-152 Collyer Park Improvements –PIF	Unfunded	1

# PARKS AND RECREATION ADVISORY BOARD

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Meeting Date: May 9, 2011

Agenda Item: New Business, Item #6A

Subject: Burch Lake Recreational Lease

Presenter: Ken Huson  
Dan Wolford  
Kevin Boden

## Suggested Action: Discuss interest in public access at Burch Lake

In 2006 the City of Longmont negotiated, with the Oligarchy Ditch and Reservoir Company, for a 5 year lease of the recreational rights to Burch Lake. This lease was acquired to allow the Water Department to protect the water quality and security of this facility, since it is a forebay plant immediately adjacent to the City's Wade Gaddis Water Treatment Plant. At that time, the Parks and Recreation Advisory Board reviewed that lease for the possibility of opening the facility to the general public. At that time it was determined that insufficient funds were available to open the facility to the public and that if another water based facility were to be made available, other area facilities would have a higher priority to open.

The PW&NR Department has negotiated an extension of that recreational lease. It has been approved by the Ditch Company and Water Board and will be taken to City Council in May for final action. The PWNR Department will also enter into a cooperative agreement with local area residents to perform minor maintenance on the shoreline, such as clearing and cleaning, as well as reporting incidences of trespass. A copy of that agreement is attached. At this time, staff in the PW&NR Department would like to have input from the PRAB concerning any interest in possibly opening this facility to public use.

### Recommendation:

At this time, due to security concerns, lack of funding for staffing and infrastructure development, along with other higher water based recreational priorities, staff does not recommend opening this facility to the public.

### ATTACHMENTS

- Excerpt of minutes from Water Board meeting
- Water Board Communication on Burch Lake
- Proposed 2011-2015 lease
- Cooperative agreement with area residents



Excerpt from March 21, 2011 Water Board Minutes

**7. GENERAL BUSINESS**

**c. Renewal of the Recreation Rights for Burch Lake**

**In 2005 the City leased recreational rights for Oligarchy Reservoir #1 (Burch Lake) which provides forebay storage for the Wade Gaddis Water Treatment Plant. The primary purpose for leasing the recreation rights was to control access to this facility thereby insuring security and for water quality protection of the treatment plant. The original lease was a five year lease, ending April 2011. The proposed lease is a five year extension of the original lease. Discussion followed.**

**Board member, Tom Cowing, moved to recommend to Council to approve the lease in the form substantially presented. Board member, John Caldwell, seconded the motion; motion passed unanimously.**

# **WATER BOARD COMMUNICATION**

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**Meeting Date:** November 15, 2010

**Item Number:** 7c

**Subject:** Lease of the Burch Lake

**Type of Item:** General Business

**From:** Kevin Boden, Environmental Project Specialist, 303-774-4516  
Kevin.boden@ci.longmont.co.us

**Suggested Action:** Provide a recommendation to forward the attached lease to City Council for review and that Water Board recommend City Council execute the recreation lease in the form substantially presented.

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In December of 2005, the City of Longmont entered into a lease agreement with the Oligarchy Ditch Company to lease the recreation rights for Oligarchy Reservoir #1 or as it is more commonly referred to as Burch Lake. Burch Lake provides forebay storage for the Wade Gaddis Water Treatment Plant. At that time the primary purpose to lease the recreation rights to Burch Lake was to control access to this facility for the purpose of insuring enhanced security and for water quality protection for the Wade Gaddis Water Treatment Plant. The original lease was a five year lease ending in April of 2011. The proposed lease is a 5 year extension of the original lease. Staff feels that renewing the recreation rights to Burch lake will allow for the continued protection of this valuable resource. At this time, staff is recommending the attached lease move forward to City Council for review and that Water Board provide a recommendation to City Council to approve the lease in the form substantially presented.

# LEASE AGREEMENT

Lease Agreement (“Agreement”) made this \_\_\_\_\_ of \_\_\_\_\_, 2011, between the OLIGARCHY IRRIGATION COMPANY, a Colorado corporation (“Oligarchy”) and the CITY OF LONGMONT, Colorado, a Colorado municipal corporation on behalf of its Water Utility Enterprise (“Longmont”).

IN CONSIDERATION of the mutual promises, covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. Property, Rental, Term

OLIGARCHY does hereby demise and lease to LONGMONT, its invitees and licensees, the exclusive recreational rights and nonexclusive right of passage over and across the surface of the Oligarchy Reservoir #1, commonly known as Burch Lake (the “Lake”), and certain areas of real property owned by Oligarchy adjacent and appurtenant to the same (collectively the “Premises”), with such real property generally situated about a mile and one-half northwest of the Town of Hygiene in Boulder County, Colorado, and located on part of sections 25 and 26, Township 3 North, Range 70 West, in said Boulder County, Colorado. The term of this Agreement shall be from the 1st day of May, 2011, through the 30th day of April, 2016, at the rental rate described in the attached Exhibit A, which is incorporated herein by reference. The term of this Agreement shall end absolutely and without further notice of any kind or nature whatsoever at midnight on the 30th day of April, 2016.

## 2. Rights, Reservation

The recreational rights conveyed to LONGMONT by this Agreement include, but are not limited to, fishing, boating and swimming. The rights hereinabove granted are the exclusive rights, and by these present all rights in any other person to use the Premises for recreational use in any manner, or trespass on the same, are entirely excluded, except as hereinbefore stated. The rights referred to above shall, however, be subject to any existing reservations in favor of any persons lawfully claiming under William W. Burch, deceased, of the right to fish from the Lake for their own personal domestic use only. Anything herein to the contrary notwithstanding, OLIGARCHY reserves the right to lease the Premises including the Lake, for oil and gas and to prospect for, mine, drill and remove the same.

## 3. Construction, Maintenance

LONGMONT may, in its sole discretion, construct such fences and of such material as will entirely enclose the Premises from the public. LONGMONT, at its expense, may at all times during the term of this Agreement maintain at any and all outlets of water from the Lake such proper and efficient stops or screens as will eliminate the possibility of any of the fish from the Lake escaping therefrom through said outlets, said stops or screens to be so constructed as not to interfere with drawing of water.

LONGMONT shall post and maintain signs of no trespassing and warning signs which shall attempt to minimize potential damages and injuries to persons or property using LONGMONT'S best judgment.

## 4. Names

LONGMONT shall have the non-exclusive right and privilege of using the names of both OLIGARCHY and LONGMONT hereto on posters, no trespassing signs, and other necessary signs.

#### 5. Non-interference

LONGMONT, in exercising the privileges hereby granted will not in any way interfere with the waters of the Lake nor the rights of OLIGARCHY in respect thereof in using the waters thereof as OLIGARCHY may see fit for the primary purpose of the Lake, which is for irrigation of lands under the ditches carrying water therefrom and introduction of water into Wade Gaddis Treatment Plant

#### 6. Indemnity

LONGMONT, to the fullest extent permitted by law and the Longmont Municipal Charter, hereby agrees to indemnify and hold harmless OLIGARCHY, its directors, officers, shareholders, and employees from any injury or damages to property or persons arising from or caused directly or indirectly by LONGMONT's use of the Premises for which OLIGARCHY may be liable. Nothing in this Agreement shall be construed as a waiver by LONGMONT of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to LONGMONT under common law or the Colorado Governmental Immunity Act, Sections 24-10-101, et. seq., CRS.

#### 7. Default

Time is of the essence, and if either party fails to perform or otherwise breaches any covenants, terms, conditions or obligations of this Agreement, and if such failure to perform continues for more than 15 days after written notice is given by the other party, the non-defaulting party may terminate this Agreement upon written notice to the other party.

Should either party default with respect to this Agreement, the non-defaulting party shall be entitled to such relief or damages as may be available under law, together with costs and reasonable attorney's fees incurred in connection therewith.

#### 8. Assignment

LONGMONT shall not assign the rights under the Lease without the prior written consent of OLIGARCHY, except that Longmont may in its sole discretion enter into an cooperative agreement with area residents whose properties directly abut the Property. The agreement with area residents may authorize the resident(s) to access the Lake for fishing and use of non-motorized boats and to groom the vegetation on the Property immediately adjacent to the resident's property to facilitate access to the Lake.

#### 9. Notices

All notices and other communications under this Agreement shall be in writing. All such notices and communications and all payments shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile (with respect to notices and communications only) on the person to whom notice is given, or on the third day after mailing, if mailed to the party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

Longmont: City of Longmont  
Water Resources Administrator  
1100 S. Sherman Street  
Longmont, CO 80501

With a Copy to: City Attorney  
City of Longmont  
408 Third Ave  
Longmont, Colorado 80501

Oligarchy: Oligarchy Irrigation Company  
P.O. Box 1826  
Longmont, CO 80502-1826

With a Copy to: Phil Wong, Esq.  
Schey, Piller, Alspaugh & Wong, P.C.  
825 Delaware Ave.  
Suite P 300  
P.O.Box 267  
Longmont, CO 80502-0267

## 10. Financial Obligations of Longmont

All of Longmont's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of Longmont's credit, or a payment guarantee by Longmont to Oligarchy. Notwithstanding paragraph 7 above, in the event Longmont fails to make a rental payment in a timely manner, Oligarchy shall have the right, upon 30 days written notice to Longmont, to terminate this Agreement. In such event, Longmont, if requested by Oligarchy, shall restore the Lake to the condition it was in at the time of the commencement of this Agreement.

## 11. Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any party besides Longmont or Oligarchy receiving services or benefits under this Agreement is only an incidental beneficiary.

## 12. Governing Law

Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Colorado.

## 13. Authority

The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

## 14. Counterpart Signatures

This Agreement shall become effective only when Longmont receives one or more copies duly signed by all parties. Parties may sign separate duplicates of this Agreement. So long as all parties sign, the signed duplicates shall constitute one Agreement and the Agreement shall be effective as to all parties.

EXECUTED as of the date first set forth above..

OLIGARCHY IRRIGATION COMPANY, a Colorado corporation,

By: \_\_\_\_\_  
President of the Board

Attest: \_\_\_\_\_  
Secretary

THE CITY OF LONGMONT, a Colorado municipal corporation, on behalf of its Water Utility Enterprise

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

Approved as to form and content: \_\_\_\_\_  
Director, Public Works & Natural Resources

## EXHIBIT A RENT SCHEDULE

Rent shall be payable in advance no later than the 1<sup>st</sup> day of May of each year commencing, May 1, 2011.

<u>Period</u>	<u>Annual Rental</u>
May 1, 2011-April 30, 2012	\$6,200.00
May 1, 2012-April 30, 2013	\$6,323.00
May 1, 2013-April 30, 2014	\$6,450.00
May 1, 2014-April 30, 2015	\$6,579.00
May 1, 2015-April 30, 2016	\$6,711.00

COOPERATIVE AGREEMENT  
between  
\_\_\_\_\_ (RESIDENT)  
and  
THE CITY OF LONGMONT, COLORADO

This Cooperative Agreement (“Agreement”) is between \_\_\_\_\_ (the “Resident”), and the City of Longmont, Colorado, a Colorado municipal corporation, acting on behalf of its Water Utility Enterprise (the “City”).

WITNESSETH:

WHEREAS, pursuant to a Lease Agreement executed or to be executed by and between the City and the Oligarchy Irrigation Company (the “Lease Agreement”), the City is the lessee of the recreational rights to Burch Lake and adjacent property (collectively the “Property”), as set forth on Exhibit A, and

WHEREAS, the Property is adjacent to the City owned and operated Wade Gaddis Water Treatment Plant (the “Treatment Plant”) and the City entered into the Lease Agreement for the purposes of managing, protecting and regulating the use upon the Property; and

WHEREAS, the Property is also adjacent to property owned by the Resident and the Resident is willing to assist with this purpose by participating in a Cooperative Program to enhance security and to prevent resource damage of lands surrounding Burch Lake; and

WHEREAS, the City and the Resident recognize the need for extending special protection to Burch Lake due to the proximity of both the Treatment Plant and the Resident’s property. Both the City and the Resident desire to ensure the wisest possible management and protection of the Property, while ensuring that the respective objectives and responsibilities of the City and the Resident are fulfilled.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is agreed as follows:

**A. The Resident agrees:**

1. As requested by the City, to participate in a ‘Cooperative Program’ in which the Resident shall report to the Water Department (303.651.8376) observed occurrences of public trespass on the Property. The Resident shall report to the Boulder County Sheriffs Office (911 for emergency or 303-441-4444 for non-emergency) observed occurrences of criminal, damaging or threatening activities.
2. To not construct any docks or other structures or facilities, nor store or remove any earthen or embankment materials of any kind on the Property.
3. To not access the surface of Burch Lake at any time that ice exists on the surface of Burch

Lake.

4. To not hunt on or over the surface of the Property at any time.
5. To not operate a motorized vehicle on or over the surface of the Property, except a garden tractor may be used to cut vegetation on the Property.
6. To participate in an annual one day cleanup effort at the reservoir to clean the shoreline of trash, debris, weeds and unsightly areas of the reservoir.

**B. The City agrees:**

1. To allow the Resident non-exclusive angling privileges in Burch Lake at times when the lake surface is free of ice cover. This access privilege specifically does not permit traversing along the dam rip rap and does not include access within 100 feet of the City's concrete turnout structure on Burch Lake, as set forth on Exhibit A.
2. To allow the Resident access to the Property immediately adjacent to the Resident's property by way of direct entry from the Resident's property. The Resident may groom the vegetation on the Property immediately adjacent to the Resident's property to facilitate access.

**C. The City and the Resident mutually agree:**

To work cooperatively concerning any maintenance or resource restoration projects which may become necessary on the Property. The City may perform vegetative maintenance activities on the Property, as necessary, should the Resident decide not to do so. The City will make a reasonable effort to contact the Resident prior to performing maintenance activities.

**D. Term of Cooperative Agreement.**

This Agreement shall become effective as of the effective date of the Lease Agreement and shall continue in full force and effect until December 31, 2015. If the Lease Agreement is not executed, then this Agreement shall be null and void and neither party shall have further obligations under this Agreement.

**E. Notices.**

All notices and other communications under this Agreement shall be in writing. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile on the person to whom notice is given, or on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

**City of Longmont:**  
Public Works & Water Utilities  
Dale Rademacher  
1100 South Sherman Street  
Longmont, CO 80501

**Resident:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. Article V: Termination.**

This Agreement may be cancelled by either party by giving to the other party sixty (60) days advance written notice of its intent to do so. Upon termination of the Lease Agreement for any reason, this Agreement shall be deemed terminated as of the date of termination of the Lease Agreement.

**G. Miscellaneous.**

1. The Resident releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Resident's activities under this Agreement.
  
2. The Resident shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the City. No City official or employee shall supervise the Resident. The Resident will exercise no supervision over any employee or official of the City. The Resident shall not represent that the Resident is an employee or agent of the City in any capacity. **The Resident shall have no right to Worker's Compensation benefits from the City or its insurance carriers or funds.**
  
3. This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any party besides City or the Resident receiving services or benefits under this Agreement is only an incidental beneficiary.
  
4. Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Colorado.
  
5. This Agreement completely integrates all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless part of this Agreement. No later renewal, addition, deletion, or other amendment shall have any force or effect except in a written supplemental document the parties duly sign. Except as specifically stated in this Agreement, no representations, agreements, covenants, warranties, or certifications express or implied, exist between the parties.

6. No waiver of any breach or default under this Agreement shall be a waiver of any other breach or default.
7. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.
8. This Agreement shall be subject to any previously recorded rights to access or use the Property.
9. Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under common law or the Colorado Governmental Immunity Act, Sections 24-10-101, et. seq., CRS.
10. All of the City's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of the City's credit, or a payment guarantee by the City to the Resident.
11. The Resident may not assign this Agreement without the prior written consent of the City, which the City may grant or withhold in its sole discretion.

RESIDENT:

\_\_\_\_\_

\_\_\_\_\_

Date

CITY OF LONGMONT, COLORADO:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_

Date

Approved as to Content:

\_\_\_\_\_

Originating Department

\_\_\_\_\_

Date

Proof read:

\_\_\_\_\_

\_\_\_\_\_

Date

State of \_\_\_\_\_)

) ss:

County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
(name of Resident)

Witness my hand and official Seal.

My Commission expires this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public