

**RESOLUTION NO. 2042**

**A RESOLUTION OF THE CITY COUNCIL OF GOLDEN,  
COLORADO, APPROVING AN AGREEMENT BETWEEN THE  
CITY OF GOLDEN AND THE COLORADO MOUNTAIN  
BICYCLING ASSOCIATION, REGARDING THE  
DEVELOPMENT AND MAINTENANCE OF A MOUNTAIN  
BIKING-BASED SKILLS PARK IN THE CITY OF GOLDEN**

WHEREAS, the City is the owner and operator of a municipal recreation area known as the Tony Grampsas Memorial Sports Complex, located at 4471 Salvia Street, Golden, Colorado 80401; and

WHEREAS, COMBA is a non-profit organization dedicated to protecting and improving mountain biking on the Colorado Front Range and is committed to: (i) advocacy for all mountain bikers, (ii) building and maintaining trails, (iii) teaching proper trail use, and (iv) working with governmental entities on land management decisions; and

WHEREAS, the City and COMBA wish to enter into this Agreement to establish a framework of cooperation upon which mutually beneficial programs, work projects and bicycling facilities may be planned by the City and COMBA at the Tony Grampsas Memorial Sports Complex with such programs, projects and facilities complementing the missions of the City and COMBA, respectively, and which are done in the best interests of the public; and

WHEREAS, the City believes the mountain biking-based skills park would benefit the citizens of Golden.

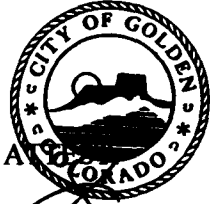
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO THAT:

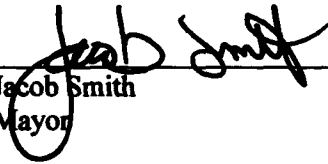
Section 1. The Agreement between the City of Golden and the Colorado Mountain Bicycling Association, regarding the development and maintenance of a mountain biking-based skills park in the City of Golden is approved in substantially the same form as the copy attached hereto and made a part of this resolution, but further modified to require the following:

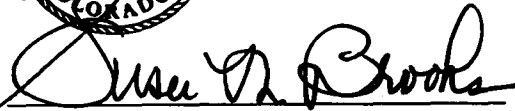
- A. City approval of grading and erosion control plans for the skills park, before construction or improvements begin;
- B. COMBA will install and maintain a portable toilet at the skills park when directed to do so by the City Manager;
- C. If either the City or COMBA elect to terminate the Agreement, COMBA shall be required to return the skills park to substantially the same condition it was in prior the effective date of the Agreement, if directed to do so by the City; and
- D. City staff is directed to work with COMBA and neighbors of the skills park to address potential trespass and access issues, to City staff's satisfaction.

The Mayor is authorized to execute the Agreement on behalf of the City, with the above-noted modifications.

Adopted this 4<sup>th</sup> day of March, 2010.



  
\_\_\_\_\_  
Jacob Smith  
Mayor

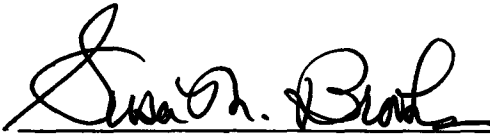
  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 4<sup>th</sup> day of March, A.D., 2010.



ATTEST:   
\_\_\_\_\_  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

## AGREEMENT

THIS AGREEMENT ("Agreement") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Golden, a Colorado home-rule municipality ("City") and the Colorado Mountain Bicycling Association, a Colorado non-profit corporation ("COMBA"), concerning the development and maintenance of a mountain biking-based skills park located on City property at Tony Grampsas Memorial Sports Complex in the City of Golden.

WHEREAS, the City is the owner and operator of a municipal recreation area known as the Tony Grampsas Memorial Sports Complex, located at 4471 Salvia Street, Golden, Colorado 80401, and

WHEREAS, COMBA is a non-profit organization dedicated to protecting and improving mountain biking on the Colorado Front Range and is committed to: (i) advocacy for all mountain bikers, (ii) building and maintaining trails, (iii) teaching proper trail use, and (iv) working with governmental entities on land management decisions; and

WHEREAS, the City and COMBA wish to enter into this Agreement to establish a framework of cooperation upon which mutually beneficial programs, work projects and bicycling facilities may be planned by the City and COMBA at the Tony Grampsas Memorial Sports Complex with such programs, projects and facilities complementing the missions of the City and COMBA, respectively, and which are done in the best interests of the public.

WHEREAS, the City believes the Skills Park would benefit the citizens of Golden,

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties agree as follows:

1. Grant of Limited License. Subject to the terms and conditions set forth herein, the City grants to COMBA a non-exclusive and limited license to construct and maintain a mountain biking-based skills park ("Skills Park") within the Tony Grampsas Memorial Sports Complex upon the land described and depicted in Appendix A, which is attached hereto and made a part of this Agreement.
2. Operation and Maintenance Obligations. In connection with the planning, development, construction and maintenance of the Skills Park, as it relates to the City, COMBA agrees to:
  - a. Provide as-needed maintenance to the Skills Park; using its own tools.
  - b. Performing site inspection, no less than one time per month, keeping a documented site-maintenance and inspection log.

- c. Provide and empty trash receptacles at the Skills Park.
- d. Provide and maintain adequate signage for the Skills Park, to be mutually agreed upon by COMBA and Golden.
- e. Provide general maintenance and upkeep at the Skills Park to the reasonable satisfaction of the City's Director of Parks, Recreation and Golf. The Maintenance Plan for the Skills Park shall be as described in Appendix B, which is attached hereto and made a part of this Agreement.
- f. In the event that social or other trails, beyond any trails constructed by COMBA pursuant to this Agreement, develop at any time while this Agreement is in effect, COMBA shall construct and maintain perimeter fencing around the Skills Park or provide other remediation that is mutually agreed upon by COMBA and the City Manager of the City of Golden or his designee.

3. Access and Cooperation. In connection with the planning, development and construction of the Skills Park, as it relates to COMBA, the City agrees to:

Provide COMBA gate access to the Skills Park for construction, ongoing maintenance and emergency response.

Work with COMBA to provide and coordinate an emergency response plan for the Skills Park.

Allow COMBA to keep a locked tool cache on-site at the Skills Park.

Permit COMBA to hold up to two (2) public events per calendar year at the Skills Park at no cost to COMBA, provided that notice is given to the City, and that COMBA obtains all necessary permits and permissions from the City. If COMBA desires to hold any additional public events at the Skills Park, it must request and receive written approval from the City for any such events, and COMBA remains responsible for obtaining and paying for all necessary permits and permissions for the event(s) from the City.

4. Fixtures/Improvements. COMBA shall be responsible for the installation, construction and maintenance of all improvements necessary for the Skills Park. All improvements must be approved in writing by the City prior to installation and construction. COMBA is responsible for acquisition of all permits and payments of all fees associated with such installation and construction. The City reserves the right to enter the Skills Park and to

maintain or dismantle any improvements in the Skills Park at any time if such entry, maintenance or dismantling is necessary for the public's health, safety or welfare.

5. Future Expansion. This Agreement only contemplates, applies to, and concerns improvements, maintenance, activities and events that may be made or may take place within the Skills Park area described and depicted in Appendix A, attached hereto. Any future expansion by COMBA beyond the boundaries of the proposed Skills Park shall require a separate agreement between the City and COMBA.

6. Right of Entry Reserved. The City reserves its right to enter, maintain, or close the Skills Park at any time if, in the sole discretion of the City, there is a condition or conditions at the Skills Park that threatens the health, safety or welfare of the general public. The City further reserves the right to limit the hours of operation of, and access to, the Skills Park.

7. Police Powers Reserved. COMBA's rights, as set forth herein, are subject to the City's police powers which include, for example, the power to adopt and enforce ordinances, regulations and amend this Agreement as it deems necessary for the public's health, safety and welfare. The City reserves its right to exercise its police powers, notwithstanding anything in this Agreement to the contrary. Any conflict between the provisions of the Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

8. Term, Renewal, and Termination. The term of the Agreement granted herein shall be for the calendar year 2010. The Agreement shall automatically renew for four (4) consecutive one-year terms except that, notwithstanding any other provision herein, the City may, upon thirty (30) days written notice to COMBA, terminate this Agreement with or without cause.

COMBA may, upon thirty (30) days written notice to the City, terminate this Agreement with or without cause. Should COMBA elect to terminate this Agreement, COMBA shall return the Skills Park to essentially the same condition it was in prior to the effective date of this Agreement, if directed to do so by the City.

In any event, within thirty (30) days of termination of this Agreement, regardless of the reason or party electing termination, COMBA shall remove all its fixtures and personal property from the Skills Park.

9. Indemnification. COMBA shall, for itself, its officers, officials, members, agents and subcontractors, hold the City harmless, and defend and indemnify the City, its successors, assigns, officers, employees, agents and appointed and elected officials from and against all liability, injury, damage or death and all claims or demands of any nature and reimburse the City for all its reasonable expenses, including attorneys' fees, incurred as a result of, or in any

manner arising from COMBA's construction or maintenance of the Skills Park; provided, however, that such indemnification shall not extend to any liability, injury, damage or death and all claims of any nature caused by the City or its employees.

In the event of legal action between the parties for a breach of this Agreement, the prevailing party shall be awarded its costs including reasonable attorneys' fees.

Nothing herein is intended to waive any of the rights and protections afforded the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or as otherwise provided by law.

10. **Operation Requirements.** The Skills Park shall be operated and maintained in accordance with the City's guidelines for park and trail operations. All Skills Park activities conducted by COMBA shall be conducted in compliance with City of Golden ordinances and regulations.

11. **Notice.** Any notice or communication between COMBA and the City which may be required or which may be given under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Golden  
Attn: Director of Parks, Recreation & Golf  
1470 10<sup>th</sup> Street  
Golden, CO 80401

Colorado Mountain Bicycling Association  
Attn: President  
P.O. Box 280415  
Lakewood, Colorado 80228

12. **Non-Assignability.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

13. **Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

14. **Entire Agreement.** This Agreement contains the entire Agreement between COMBA and the City, superseding all prior oral or written communication. None of the provisions of this Agreement may be amended, modified or changed, except upon written agreement of the parties.

In witness whereof, the parties hereto, by their authorized representatives, bind themselves to the terms and conditions of this Agreement.

CITY OF GOLDEN

COLORADO MOUNTAIN BICYCLING  
ASSOCIATION

By: \_\_\_\_\_  
Mayor Jacob Smith

By: \_\_\_\_\_  
President

**AGREEMENT**

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WHEREAS, COMBA is a non-profit organization dedicated to protecting and improving mountain biking on the Colorado Front Range and is committed to: (i) advocacy for all mountain bikers, (ii) building and maintaining trails, (iii) teaching proper trail use, and (iv) working with governmental entities on land management decisions; and

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WHEREAS, the City believes the Skills Park would benefit the citizens of Golden,

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties agree as follows:

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2. Operation and Maintenance Obligations. In connection with the planning, development, construction and maintenance of the Skills Park, as it relates to the City, COMBA agrees to:

- a. Provide as-needed maintenance to the Skills Park, using its own tools.
- b. Performing site inspection, no less than one time per month, keeping a documented site-maintenance and inspection log.
- c. Provide and empty trash receptacles at the Skills Park.
- d. Provide and maintain adequate signage for the Skills Park, to be mutually



agreed upon by COMBA and Golden.

- e. Install and maintain a portable toilet at the Skills Park, when directed to do so by the City Manager.
- f. Provide general maintenance and upkeep at the Skills Park to the reasonable satisfaction of the City's Director of Parks, Recreation and Golf. The Maintenance Plan for the Skills Park shall be as described in Appendix B, which is attached hereto and made a part of this Agreement.
- g. In the event that social or other trails, beyond any trails constructed by COMBA pursuant to this Agreement, develop at any time while this Agreement is in effect, COMBA shall construct and maintain perimeter fencing around the Skills Park or provide other remediation that the City Manager of the City of Golden or his designee determine are needed.
- h. Work with City staff and neighbors of the Skills Park to address potential trespass and access issues, to City staff's satisfaction.
- i. Promptly make any modifications or improvements to the area that are identified as items of concern through the City's annual safety audit conducted by its insurance carrier, CIRSA.

3. Access and Cooperation. In connection with the planning, development and construction of the Skills Park, as it relates to COMBA, the City agrees to:

- a. Provide COMBA gate access to the Skills Park for construction, ongoing maintenance and emergency response.
- b. Work with COMBA to provide and coordinate an emergency response plan for the Skills Park.
- c. Allow COMBA to keep a locked tool cache on-site at the Skills Park.
- d. Permit COMBA to hold up to two (2) public events per calendar year at the Skills Park at no cost to COMBA, provided that notice is given to the City, and that COMBA obtains all necessary permits and permissions from the City. If COMBA desires to hold any additional public events at the Skills Park, it must request and receive written approval from the City for any such events, and COMBA remains responsible for obtaining and paying for all necessary permits and permissions for the event(s) from the City.
- e. Work with COMBA and neighbors of the Skills Park to address potential trespass and access issues, to City staff's satisfaction.

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reason or party electing termination, COMBA shall remove all its fixtures and personal property from the Skills Park.

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In the event of legal action between the parties for a breach of this Agreement, the prevailing party shall be awarded its costs including reasonable attorneys' fees.

Nothing herein is intended to waive any of the rights and protections afforded the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or as otherwise provided by law.

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11. Notice. Any notice or communication between COMBA and the City which may be required or which may be given under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

**CITY:**  
City of Golden  
Attn: Director of Parks, Recreation & Golf  
1470 10<sup>th</sup> Street  
Golden, CO 80401

**COMBA:**  
Colorado Mountain Bicycling Association  
Attn: President  
P.O. Box 280415  
Lakewood, Colorado 80228

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13. Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

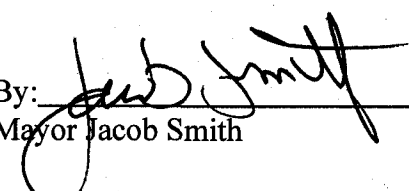
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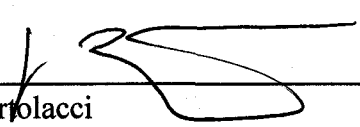
of this Agreement may be amended, modified or changed, except upon written agreement of the parties.

In witness whereof, the parties hereto, by their authorized representatives, bind themselves to the terms and conditions of this Agreement.

CITY OF GOLDEN

COLORADO MOUNTAIN BICYCLING  
ASSOCIATION


By:   
Mayor Jacob Smith


By:   
Jason Bertolacci  
President



WITNESSED:

APPROVED AS TO FORM:

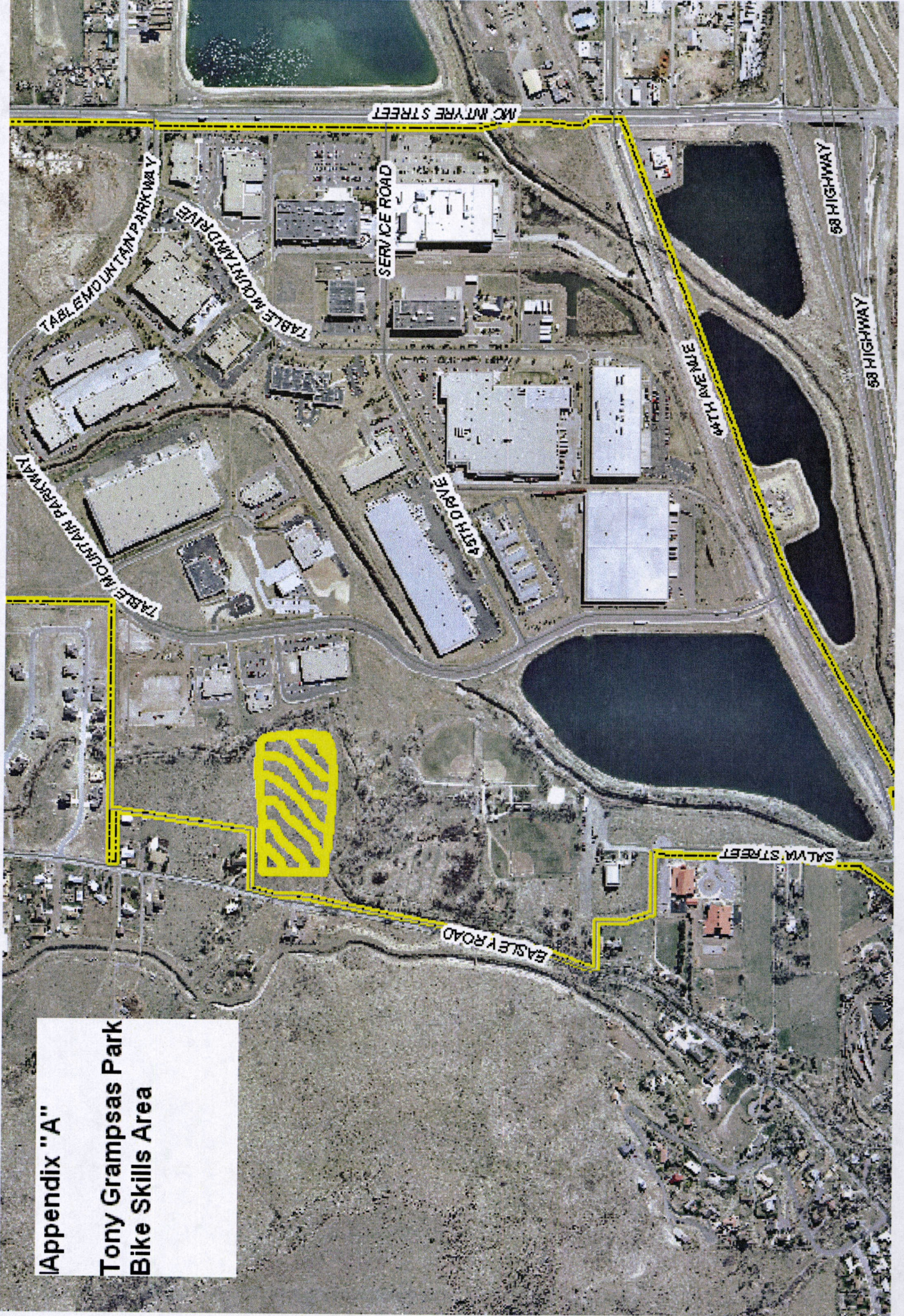
  
Susan M. Brooks, MMC  
City Clerk

  
David S. Williamson  
City Attorney



Appendix "A"

Tony Gramscas Park  
Bike Skills Area





# APPENDIX B

## **Bike Park & Trail**

Date: February 11, 2010

By: Taylor Shull , COMBA

For: Golden Bike Park Group and

## **City of Golden Bike Park**

## **Maintenance Plan**

Golden Parks & Recreation Department

City of Golden Bike Park – Bike Park & Trail Maintenance Plan

### **Scope**

The scope of the maintenance plan is to ensure the Golden Bike Park has a short and long term maintenance plan for upkeep and control of all park elements. The park is located on the northern half of Tony Grampsas city park property. Short term maintenance is defined within a 45 day period, most likely on a monthly basis. The long term maintenance will be on a semi-annual basis, to include different elements and commitments of overall maintenance.

### **Bike Park Maintenance Quality Statement**

The Colorado Mountain Biking Association (COMBA) or its designee will be responsible for the overall maintenance of the Bike Park trails and feature elements installed within the park. COMBA or its designee will coordinate with the City of Golden for additional maintenance of ancillary elements, including (but not limited to), site trash removal, temporary closure of facilities, water tank fill and other features. COMBA or its designee will also work with outside volunteers to schedule work. Maintenance management will be led by Taylor Shull -625 Canyon Point Circle, Golden, CO 80403 -303.870.2221. The City of Golden will receive 30 days notification from COMBA or its designee should maintenance management change.

### **Maintenance Description**

The maintenance activity at the Golden Bike Park, located at the north end of Tony Grampsas Park (MAP 1), (Section 4, Township 10, Range 70 at 39°46'51.88"N and 105°11'16.19"W ) will consist of bike park features and trails built primarily of dirt and terrain indigenous to the location (rocks, natural grades, fallen/dead trees). The initial installation of trails and features will be cataloged (pictures, angles, etc) by COMBA or its designee after completion of trails and/or elements. The trails and features may be put in by professional trail builders or by COMBA members. Once a trail, feature, or element is installed, a short term and long term maintenance discussion will follow. The builder and COMBA will guide volunteer maintenance crews how to properly maintain trails, features, and elements.

### **Maintenance and volunteer personnel**

This plan is drafted for COMBA or its designee and volunteers to maintain trails and features within the park. At all times during scheduled maintenance operations COMBA or its designee will advise the City of Golden of maintenance work. Since the trails and features are new elements within the Golden park system, education and transfer of short and long term maintenance processes from local volunteers, Colorado Mountain Bike Association (COMBA) and IMBA (International Mountain Bicycling Association) may be transferred to City of Golden staff at any time. COMBA or its designee will coordinate maintenance for COMBA's allotted two

events per year. Notification of COMBA events will be provided to the City of Golden with a minimum of 30 days notice.

COMBA or designee will identify maintenance crew leaders for trail maintenance. Minor maintenance may be completed by COMBA members and volunteers while onsite during riding sessions or when visiting. Maintenance will include work on the trails, features and any other elements called out specifically below. Site maintenance will also include general trash pick-up, vegetation control, and trash collection. Trash removal will be completed weekly from April through October and once per month November through March. Volunteers and volunteer recruiting will be an ongoing job. Outreach both by social and local media will be used to continue to recruit volunteers to assist with short and long-term maintenance.

## **Maintenance tools**

Tools for maintaining trails will include several hand tools used to move or manipulate dirt. Shovels, McLeods, 5 gallon buckets, pick-axes, tampers, and other tools will be used for general maintenance of the trails and features. Initially, these tools may reside off-site with a volunteer, sponsor (local bike shop, or COMBA). Long term, COMBA or its designee will investigate a locked storage container or facility within the park boundaries.

A water tank will be necessary for local water delivery for the maintenance of 3-dimensional trail features built with dirt. A water tank will be located onsite for this use. The tank will hold between 500 and 1000 gallons of water.

Arrangements have been made with North Table Mountain Water District to use 2000 gallons of water per year. The Fairmount Fire Department has volunteered to fill the tank on a semi-annual or quarterly basis as needed using their tender truck.

COMBA or its designee will work with North Table Mountain Water District, Fairmount Fire Department and the Golden Parks Department to fill the tank. North Table Mountain Water District is charging COMBA \$5.00 / thousand gallons. Arrangements are to go through the North Table Mountain Water District Director, Rick Jeschky. Contacts for delivery will be made through Joel Hager (Operations Chief) at Fairmount Fire Department.

Rick Jeschke – 303-279-2854 : rick@ntmwater.org

Joel Hager – 303-279-2928 : jhager@fairmountfire.org

## **Downhill Directional Flow Trail maintenance plan**

The directional downhill flow trail (Yellow, blue, orange, MAP 1) will have several features and elements that include 3-dimensional aspects. These will be built using dirt and will be maintained using dirt for upkeep, shape and form. Factors that cause wear can be weather, general use, and wind.

**Short term maintenance:** Maintenance volunteers will utilize appropriate tools to re-shape and re-form any features that have wear. Clearing of vegetation and foreign objects will be expected, along with watering and re-packing angles necessary for feature upkeep.

**Long term maintenance:** COMBA or its designee and volunteers will meet on a semi-annual basis to discuss problematic areas, excessive wear and safety. Possible minor changes for better quality trail and reduced need for maintenance may be considered and discussed. Outside of minor changes, feature removal or location change will need to be approved by the City of Golden.

Tools: Tools for maintenance may be kept onsite in a locked location. Maintenance crew leaders will have access to the tool inventory and can assist with leading volunteers on safety and actual maintenance of features and trails. Water from the local water tank, along with water buckets will also be used, especially during drier months of the year.

### **Bi-Directional Access Trail maintenance plan**

The bi-directional access trail (red, MAP1) will be used for top to bottom access of the directional downhill flow trail. There will not be any features or elements on this trail as it is used for uphill biking, walking or walking a bike. The trail is built and designed based on the grade to minimize any water damage or erosion issues. Overall wear and weather will play a part in how the trail is maintained.

Short term maintenance: Maintenance volunteers will utilize appropriate tools to re-grade and re-level any necessary portions of this trail. Any water collection areas will be identified and reworked for proper drainage.

Long term maintenance: COMBA or its designee and maintenance volunteers will meet on a semi-annual basis to discuss problematic areas, excessive wear and safety along possible minor changes for better quality trail and reduced need for maintenance. Any social trails spurring outside of this trail or any shortcuts will be re-covered using local rocks and native vegetation for discouragement of use.

Tools: Tools for maintenance may be onsite in a locked location. Maintenance crew leaders will have access to the tool inventory and can assist with leading volunteers on safety and actual maintenance the trail. Re-grading will be common, and the use of water with fill dirt may be used to compact new areas for trail reinforcement.

### **Pump Track & Skills Development Area maintenance plan**

The Pump track will be a short loop or short trail that will contain small rolling dirt features, banked turned and entry/exit points. Re-shaping of rollers and banked turns may need to be repacked or properly re-angled from time to time. The skills development area may include wood, rock and other natural features (dead trees, terrain etc) that may also be affected by weather or wear based on general use.

Short term maintenance: Maintenance volunteers will utilize appropriate tools to re-grade and re-level any necessary portions of the pump track or skills development areas. Any water collection areas will be identified and re-worked for proper drainage. Any rock, wood, treed or other natural features in the area will be inspected and worked on based on general use and wear. Volunteers will be educated on specific feature maintenance prior to any work. Any damaged feature will be temporarily closed. The City of Golden will be notified of any closings. Repairs of Golden Bike Park features will be completed by COMBA or its designee within one week of the initial closing.

Long term maintenance: COMBA or its designee and maintenance volunteers will meet on a semi-annual basis to discuss problematic areas, excessive wear, safety along possible routes and minor changes for better quality trail for reduced need for maintenance. Obstacle relocation may be necessary based on use pattern observed by volunteers and input from community riders.

### **Facilities**

Facility maintenance includes all other elements not related to the trails and features as part of the Golden Bike Park. These facilities include, but are not limited to, trash (and removal).



**Trash**

The City of Golden will provide one trash container for onsite trash collection. COMBA or its designee will remove trash from the container once per week April through October and on an as needed basis, but no less than monthly, from November through March.

**Future site development and Maintenance records**

Long term, representatives from COMBA or its designee will continue to update the Golden Parks and Recreation Advisory Board and City of Golden staff on any issues related to the Golden Bike Park. Maintenance and volunteer updates will also be provided to the City of Golden on a semi-annual basis along with any work history. Minor changes based on maintaining the trails will be documented and sent to the City of Golden for their records. Any additional features or trails will be brought back to the Parks and Recreation Advisory Board and City Staff for approval and a revised maintenance plan will be appended. Proposed elements including the parking lot that may be adjoining the park will also have a maintenance plan drafted and approved by the City of Golden.

COMBA or its designee will take public input from riders on a semi-annual basis and provide a summary to the City of Golden. Public input is important to COMBA to maintain the best quality trails along with appropriate features for Golden residents and riders outside of the City using the park. Garnering rider input from all types of riders and experience levels is taken very seriously for overall park success and longevity. COMBA or its designee will interface with the Parks and Recreation Advisory Board on a semi-annual basis to determine overall maintenance success, concerns and issues after park installation. New trails, features and park elements will be reviewed by City of Golden staff and the Parks and Recreation Advisory Board prior to any changes. Should the City of Golden transition Golden Bike Park maintenance from COMBA or its designee to the Golden Parks and Recreation Department, COMBA or its designee will work with staff to ensure the success of the Golden Bike Park.