

**RECREATIONAL FIELD USE AGREEMENT RELATING TO:
THE ALL CONDITIONS TURF FIELDS AT LONG LAKE RANCH REGIONAL PARK**

1.0 PARTIES.

The parties to this Recreational Field Use Agreement, (hereinafter referred to as the "Agreement") are the City of Arvada, a Colorado home rule municipal corporation, (hereinafter referred to as "City"), APEX Park and Recreation District, a Colorado quasi-municipal corporation, (hereinafter referred to as "District"), and Edge Soccer Club, a Colorado non-profit corporation and youth soccer club, (herein after referred to as "Club.")

2.0 RECITALS.

- 2.1 The City, the District, and the Club, as separate political subdivisions of the State of Colorado, have a mutual interest in providing for the Arvada community which they mutually serve the highest possible quality of youth recreational soccer experience.
- 2.2 The City, the District, and the Club are desirous of effecting a cooperative relationship which will achieve maximum community benefits while avoiding duplication of services, expenses, and efforts wherever possible as more fully set forth below.
- 2.3 The Club acknowledges that the City and District have expertise in the areas of park, trail, open space, and athletic field turf maintenance, recreation programming, scheduling and management, as well as athletic infield maintenance, and as such, it is appropriate for the Club to rely upon the City's and District's expertise in said areas.
- 2.4 The City and District acknowledges and specifically encourages the role that the Club plays in providing the community with youth soccer activities. The City and District recognize the benefits to the public of the on-going viability of the Club.

3.0 PURPOSE.

- 3.1 The purpose of this Agreement is to define the responsibilities, access, use, fees, and day-to-day maintenance arrangements, as well as the long term interests between the parties identified above, regarding the All Conditions Turf Fields at Long Lake Ranch Regional Park.

4.0 TERM.

- 4.1 This Agreement shall commence upon opening of the All Conditions Turf Fields and remain in force for the ten (10) year period identified as a condition of the USSF Grant.

5.0 SCHEDULING.

- 5.1 The City and the District grant the Club priority scheduling at the All Conditions Turf Field(s) at Long Lake Ranch Regional Park. (Priority scheduling for the Long Lake All Conditions Turf Fields is a condition for receiving the Grant Money as indicated in the following text taken from the Grant Documents: *"Grantee (ASA) shall deliver to the Foundation the following supporting information: (i) Identification of a Grantee employee or representative who shall have the authority to determine the day-to-day use of the All Conditions Turf Field; and, (ii) Description of the criteria that the employee or representative will use to determine usage of the All Conditions Turf Field (with a preference given to local youth)."*)
- 5.2 Priority scheduling shall be defined as: The Club will have, for the term of the Agreement, first priority to schedule and use the fields. The Club General Manager shall be responsible (directly or by appointed staff) for all field scheduling. A minimum of twice per year (once in early June, once in mid October) the Club will prepare a six month calendar identifying dates and times that club activities, training and/or games will be scheduled for the fields. This calendar will identify days and/or blocks of time set aside specifically for District use and scheduling. A copy of the calendar will be given to the District for their use in scheduling other organizations and uses of the fields.
- 5.3 In addition, the Club will maintain a daily schedule for each facility and field on their website and provide access to a designated staff member at the District.
- 5.4 During the dates and times scheduled by the Club, no other organization or activity will be granted use without prior written consent from the Club.
- 5.5 During the dates and times scheduled by the District, the Club will not be granted use without prior written consent from the District.
- 5.6 The Club will be allowed to request/reserve additional facilities/fields through the District Representative subject to field scheduled availability.
- 5.7 Use of the All Conditions Turf Field shall be subject to City Ordinances (*e.g.*, curfew laws) and maintenance operations (*e.g.*, repairs, replacement) at the discretion of the City and District.
- 5.8 In the event fields are not available to the Club for an extended period of time due to maintenance issues or for other uses mutually agreed upon by the Club and District, suitable fields at other District facilities will be made available to the Club as possible at the standard hourly use fee.

6.0 ACCESS.

- 6.1** The Club shall have access to the All Conditions Turf Fields for all days in which the Club has scheduled activities (as indicated on the All Conditions Turf Field Schedule), subject to the entrance road and parking being considered adequate and safe for vehicle traffic. All parties understand that the entrance road and parking will be given a level three priority for snow removal (snow removal will be performed after all emergency routes, major thoroughfares, and residential roadways have been cleared).
- 6.2** During times that the Club is using the All Conditions Turf Fields and the natural turf fields at Long Lake are closed, the Club will utilize appropriate and reasonable efforts to keep other club members and activities from using the natural grass turf fields.

7.0 FEES FOR FIELD USE.

- 7.1** The Club shall be exempt from all field use fees for the All Conditions Turf Fields for the term of this Agreement; however, the Club shall be responsible for the utility costs associated with operating the lights at the All Conditions Turf Fields. (The City/District shall forward the monthly utility invoices related to the All Conditions Turf Field separately metered electrical service for club payment of the amount directly to the utility or indirectly to the City/District. The Club will be allowed to collect appropriate costs from other organizations that have used the field lighting).

8.0 COMMUNICATIONS/MEETINGS.

- 8.1** A minimum of twice per year (once in early June, once in mid October) the Club, the District, and the City representatives shall meet to discuss scheduling, access, fees, maintenance, and other issues appropriate to the facilities and their use by the Club.
- 8.2** The Club General Manager (directly or by appointed staff), the Club Director of Coaching and one other staff/board member shall be identified as the Club representatives, at the semi-annual meetings, for the implementation of this Agreement. The Club shall provide the names of the representatives to the City and District.
- 8.3** The District shall appoint representative(s) and provide the names of the representatives to the City and Club.
- 8.4** The City shall appoint representative(s) and provide the names of the representatives to the District and Club.

9.0 SIGNAGE.

- 9.1 The Club shall be allowed to display temporary signage (not permanently attached, fixed, or supported) identifying Club information, activities, rules, maps, sponsors, etc.

10.0 MAINTENANCE.

- 10.1 All parties agree to comply with the owners use and maintenance instructions as recommended by the turf manufacturer FieldTurf. (Refer to Appendix A – attachment to this Agreement).
- 10.2 The City and the District shall at their own expense provide, during the term of this Agreement, maintenance in compliance with the current Inter-Governmental-Agreement between the City and District.

11.0 INSURANCE.

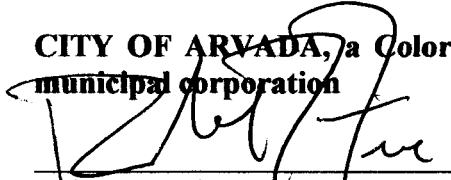
- 11.1 The City and the District shall at their own expense keep in full force and effect, during the term of this Agreement, insurance in compliance with the current Inter-Governmental-Agreement between the City and District.

12.0 INDEMNIFICATION.

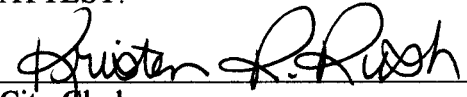
- 12.1 The Club agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and District, their officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands on account (including court costs and reasonable attorney fees) to the extent any losses, injuries, and damages, including but not limited to, personal injury claims and/or death claims, or property damage claims which arise out of or are in any manner connected with this contract, are caused by the act, omission, negligence or other fault of the Club, any employees of the Club, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada and/or District from any liability or damages directly caused by or attributable to Arvada's own negligence, or District's own negligence, nor is anything herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 through 24-10-120, as it may from time to time be amended.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this 2nd day of March, 2008.

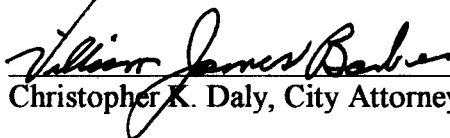
CITY OF ARVADA, a Colorado home rule municipal corporation


Robert G. Frie, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

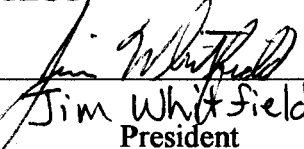
Deputy

City Clerk

APPROVED AS TO FORM:

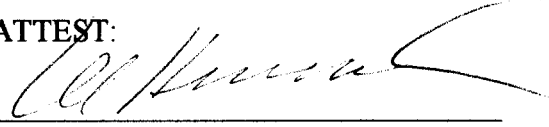

Christopher K. Daly, City Attorney



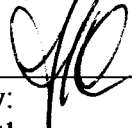
APEX PARKS AND RECREATION DISTRICT


By: Jim Whitfield
Title: President
Address: 13150 West 72nd Avenue
Arvada, CO 80005


ATTEST:


Secretary

EDGE SOCCER CLUB

 12/22/08
By: Dr. Randy Snyder
Title: President
Address: 6275 Simms Street
Arvada, CO 80004

ATTEST:


Treasurer



2.0 MAINTAINING THE INFILL

2.1 KEEPING THE INFILL AT A UNIFORM LEVEL

Routine grooming of the field will assure that the infill is uniformly distributed at all times over the entire field surface. Intensive and repetitive use of certain areas of the field may cause the infill material to be displaced. Particularly for soccer fields, these specific areas are:

- Penalty Shot Spots
- Center Spots
- Corner Kick Areas

Uniformity of the infill can be easily maintained by replacing the displaced infill in these specific areas following these steps:

Note: Before proceeding with the infill replacement, make sure the grass and the infill are completely dry.

Step 1: Using a medium stiff bristle brush and/or a garden rake with metal tines, agitate the exposed fibers in the area requiring infill. This will raise the exposed grass fibers into a vertical position.

Step 2: Brush the infill into the grass by lightly agitating the fibers again using a medium stiff, bristle brush.

Step 3: The top of the infill should be at a level of $\frac{3}{4}$ " below the tips of the exposed grass fibers. Once the grass has been infilled to the recommended level, gently agitate the area to assure that the infill settles below the exposed tips of the grass fibers. If the area is blackened, a small mist of water over the area will help drop the infill to the desired level.



3.0 SNOW & ICE REMOVAL

3.1 ICE REMOVAL

Snow and ice generally do not affect the characteristics of the **FieldTurf** surfaces. However, the moisture accumulated in the **FieldTurf** surface may freeze following a rapid drop in temperature combined with high moisture content. The following product can be used on **FieldTurf** fields to slightly thaw out the field surface.

- i. **Corrosion inhibited Calcium Chloride** may be used to melt ice and snow. Calcium Chloride can be purchased in 44lb (20kg) to 80 lb (40kg) bags as well as in bulk. In pellet or flake form, the product works its way down to the bottom of the snow pile to rapidly and effectively melt the snow or ice. The product is most effective in temperatures down to minus 20°F (minus 29°C).
OR
- ii. Warm Calcium chloride brine (33%) can also be used as an easy-to-apply de-icer instead of pellets in certain circumstances.
- iii. The application of Urea is NOT PERMITTED due to environmental considerations.
- iv. The application of Magnesium Chloride is NOT PERMITTED.
- v. For additional information on Corrosion inhibited Calcium Chloride, please visit the following website:
<http://www.peterschemical.com/Calcium%20Chloride.htm>

For more direction, please contact our **FieldTurf Customer Service Department** for an instructional video regarding the removal of snow on a **FieldTurf** surface.



3.2 SNOW REMOVAL

- i. A snow blower can be used to remove snow from the field; however care and certain precautions must be taken to avoid damage to the field surface. Small 60" wide snow blowers mounted on medium-sized tractors are recommended.
- ii. A conventional plow mounted on a ¾-ton pickup truck may also be used to remove snow from the field. The plow must be equipped with a rubber edge on the blade to avoid damaging the **FieldTurf** surface. The plowed snow can be loaded into trucks by wheeled loaders and removed from the field.
- iii. Snow that is built-up can be effectively removed with a front-end loader by starting in the middle of the field and plowing the snow towards the perimeter of the field.
- iv. In case of heavy snowfalls, a mid-sized tractor equipped with a snowplow or snow blower may be used. The plow should be equipped with either a rubber blade along the base of the plow or with skids at each end of the plow blade in order to prevent the metal blade from coming into contact with the field surface. The small amount of snow left on the field can be removed by a snow blower or a plow equipped with a rubber tipped blade. A rotary brush with all nylon bristles may also be used to remove small amounts of snow provided it is used with care not to damage the field surface.
- v. Under no circumstances should tires equipped with anti-skid chains be used on the **FieldTurf** surface.
- vi. Spinning of wheels is prohibited on the **FieldTurf** surface.
- vii. A PVC pipe (6" – 8") can be slipped over the bottom of a snow plow's steel blade so that only the pipe will slide on the **FieldTurf** surface. This can be accomplished by choosing the pipe diameter that can fit your particular plow blade. After the pipe size has been determined, a single saw cut can be made in order to fit over the plow blade. A bungee cord may be attached to in order to hold the pipe in place. **This is the safest method.**

Very little infill will be removed from the field when removing the snow provided that the above-mentioned precautions are taken.





4.0 TRAFFIC

Your **FieldTurf** field is designed to accommodate vehicle loads without causing damage to the unprotected field surface provided the following conditions and recommendations are followed:

- Typically bases supporting your **FieldTurf** field are designed for a maximum load-bearing capacity of 70 pounds per square inch (70 psi). Vehicles circulating on your field should conform to this load-bearing capacity limit, unless your base has been specially designed to support heavier loads. *Please refer to your internal design criteria to verify the maximum acceptable load, which your field can accommodate.*
- Only vehicles equipped with pneumatic rubber turf tires should be allowed to circulate directly on the field surface.
- Turning should be done in a wide radius.
- Turning of the vehicle should only be done when the vehicle is in motion.
- All vehicles should circulate at slow speeds at all times.
- Abrupt and sudden braking should be avoided.
- Sudden acceleration and spinning of wheels must be avoided at all times.
- Vehicle wheels should be clean at all times to prevent mud or dirt from being deposited on the field surface.
- All vehicles in direct contact with **FieldTurf** surfaces should be inspected for possible leakage of oil or hydraulic fluids prior to accessing the field.
- In order to avoid rutting of the infill and of the underlying base, circulation of vehicles on outdoor saturated fields is not recommended.
- A layer of ¾" thick plywood must be placed over a vinyl tarp covering the field to a minimum distance of 40' to 60' (12 to 20m). The protective cover, against heavy and automobile sized vehicle circulation, should be installed at all entrance and exit points to the field.

Please note: The **FieldTurf** surface should be swept and/or groomed. (See Section 1.4 Grooming the field) following heavy traffic (See Section 5.0 Field Protection System).



5.0 FIELD PROTECTION SYSTEM

If events or venues other than approved activities are to be held on your **FieldTurf** field, the field surface **must** be protected at all times in order to prevent possible damage to your **FieldTurf** field.

The following measures are required field protection systems for various events:

5.1 LIGHT EVENTS (applied loads of less than 40 psi)

- School events (graduation, convocation, etc.)
- Small concerts and plays without any heavy stage settings
- Receptions
- Protection against possible punctures from sharp objects (chairs, tables, etc.)
- Low impact trade shows
- Venues, which include food and beverages

FIELD PROTECTION SYSTEMS FOR LIGHT EVENTS

- Reinforced vinyl tarps covered with one layer of plywood
- Reinforced vinyl tarps covered with one layer of lightweight interlocking rigid tiles. There are a number of rigid-tile systems available on the market. Please contact **FieldTurf's** Customer Service Department for recommended systems.
- Reinforced vinyl tarps covered with one layer of **FieldTurf** interlocking tiles

5.2 MEDIUM EVENTS (applied loads BETWEEN 40 to 60psi)

- Light vehicle traffic (pick up trucks, cars, small tractors, small fork lifts)
- Protection against possible punctures from sharp objects (chairs, tables, etc.)
- Small trade shows/flea markets

Please Note: Emergency vehicles can be safely driven on your FieldTurf (Please refer to Section 4.0).

MANDATORY FIELD PROTECTION SYSTEMS FOR MEDIUM EVENTS

Reinforced vinyl tarps covered with one layer of ¾" thick plywood.



5.3 HEAVY DUTY EVENTS (APPLIED LOADS OF MORE THAN 60 PSI)

- Tractor pulls, monster truck rallies, dirt bike events
- Major rock concerts with heavy stage loads
- Heavy vehicle loadings (large forklift trucks, tractor trailers, flat bed trucks, etc.)
- Large trade shows (boat shows, heavy equipment shows, etc.)
- Heavy concentrated loads such as (crane outriggers, support column bases, etc.) should be supported on multiple layers of plywood placed over a heavy-duty reinforced vinyl tarp. **Please contact Customer Service for further instructions.**

FIELD PROTECTION SYSTEMS FOR HEAVY DUTY EVENTS

Heavy duty reinforced vinyl tarps covered with two (2) layers of ¾" thick plywood. The layers of plywood should be installed in a staggered pattern. We recommend fastening the top layer of plywood to the bottom layer with screws every 2 to 3 foot centers.

5.4 INSTALLATION AND REMOVAL OF FIELD EVENT EQUIPMENT (DEMOBILIZING)

It is recommended that heavy vehicle traffic, including forklift trucks, used for installing and removing event equipment circulates on adequate protection comprised of 1 to 2 layers of plywood on reinforced vinyl tarps.

Care should be taken when removing heavy-duty protection systems to avoid damaging your **FieldTurf** surface. The plywood and vinyl tarps should be cleaned of all debris prior to removal from the field. This will reduce the risk of having wood splinters on the **FieldTurf** surface.

Under no circumstance should spikes, anchors, supporting columns, etc. be placed directly on the field surface nor should they be embedded or driven into the **FieldTurf** field.

6.0 CLEANING OF FOOTWEAR

Mud and dirt from cleated shoes can be a major source of soiling and staining of the field surface. In order to avoid this, it is recommended that each player clean his or her footwear prior to accessing the field. Installing cleat brushes at all designated access points to the field can do this. The cleat brush will assure that the footwear is cleaned on all three (3) sides.



7.0 PAINTED LINES AND MARKINGS

Please contact our **FieldTurf Customer Service Department** for additional information or inquiries.

8.0 FIELDTURF PRODUCTS

The following FieldTurf products have been tested and are environmentally safe to use on FieldTurf fields.

8.1 FIELDTURF SCRUB DETERGENT

FieldTurf Scrub is a powerful industrial cleaner and conditioner, which can be used for removal of grease and oil, and is chemically formulated to be compatible with other **FieldTurf** treatment products, such as liquid static conditioners. This product may also be used to clean and decontaminate surrounding surfaces, such as benches, equipment, and other items.

How to use:

Dilute Fieldturf Scrub as follows in warm or cold water and apply by mop, sponge or soft cloth for spot cleaning and industrial sprayer for entire field application.

Suggested application rate of 1:40 will require 4 liters (1 US Gallon) to cover 10,000 sq.ft.

- Heavy dirt, grease and oil – 1:4
- Light dirt, grease and oil – 1:8
- Industrial equipment trucks, trailers – 1:10
- General purpose cleaning – 1:40 to 1:80

8.2 FIELDTURF STATIC CONTROL

FieldTurf Static Control is specifically formulated for the effective control of electrical static buildup on artificial grass surfaces. The product can be purchased in a liquid or powder form and is safe for applications on **FieldTurf** surfaces without affecting the color and appearance of your **FieldTurf** field.

How to use:

Apply, pure (or diluted as required) to the surface to be treated by spray mist and allow to dry. The suggested application rate is 850 to 1000 sq.ft per gallon. Reapply as necessary to maintain desired level of protection.

1 liter will make 22 US Gallons and will cover approximately 20,000 sq.ft.

To minimize aerosol generation application pressure should be kept below 40 psi.



8.3 FIELDTURF GUM REMOVER

FieldTurf Gum Remover is an effective biodegradable solvent formulated for removing gum, tar, and adhesives from **FieldTurf** surfaces.

How to use:

- Step 1: Using a 1.5-2 inch wide putty knife, isolate the gum with the attached turf fibers by placing the end of the knife in the beneath the effected turf. Force the gum onto the knife.
- Step 2: Saturate a small area of a clean white terry rag with **FGR** and apply to the gum. Let the solvent penetrate for 1 to 2 minutes to soften the gum, leaving the rag in place. **DO NOT POUR FGR DIRECTLY ON THE GUM, AS THIS MAY DAMAGE THE INFILL AND EFFECT THE BACKING.**
- Step 3: Holding the knife firmly (taking care not to cut the fibers), gently rub the gum up the putty knife surface toward the handle. This will remove the gum from the **FieldTurf** surface.

Please contact our **FieldTurf Customer Service Department** for additional information or inquiries.



9.0 FREQUENTLY ASKED QUESTIONS

1- What do I do about static?

Static electricity is most likely to build up on outdoor and indoor field surfaces under dry and warm atmospheric conditions. Excessive friction applied to field surfaces may also cause static electricity build up. Excessive build up of static electricity on the field surface will cause the black rubber infill particles to cling to the top of the exposed grass fibers thus making the field surface appear darker. For outdoor fields, the application of a water mist over the affected areas will eliminate static electricity build up and allow the rubber particles to immediately drop off from the exposed grass fibers. Natural rainfall and morning dew will also eliminate static electricity build up on **FieldTurf** field surfaces.

In the case of indoor fields, simply spraying the affected areas with a water mist will eliminate static electricity build up. **FieldTurf** static control product can also be applied over the affected field surface areas. Contact your local **FieldTurf** distributor or our **FieldTurf Customer Service Department** for ordering. (See Section 9.2)

2- How does a FieldTurf surface drain?

FieldTurf fields are specifically designed to behave as a permeable system.

3- Can you use Urea to melt snow on FieldTurf fields?

Urea is **not** to be used on **FieldTurf** surfaces to melt snow or ice due to environmental regulations.

4- Can certain activities void the 8 year warranty?

Your **FieldTurf** field carries an 8-year warranty on materials, installation and performance under normal use of approved activities and provided that routine maintenance and field protection are practiced as outlined in this maintenance manual.

5- How does climate affect FieldTurf surface i.e. snow, rain, and salt water?

Your **FieldTurf** surface is designed to withstand a wide range of climatic and atmospheric conditions, such as ultra-violet rays (UV), snow, ice, and salt water and sea climates without damaging the **FieldTurf** surface. However, it is essential that the field is washed periodically to remove any salt water deposits for the field surface.

6- What footwear can be used on FieldTurf fields?

The superior playing characteristics of your **FieldTurf** surface are directly associated with correct footwear and include: torque release, surface friction and traction. Therefore, **FieldTurf** does NOT recommend the use of screw in metal cleats, or the newly designed V cleat, but does strongly promote the use of standard molded plastic cleats, cleats MUST NEVER be longer than 2 inches. It is important to note that flat-soled shoes are also not permitted on **FieldTurf** fields as they can cause premature wear of the **FieldTurf** fibers.