



Built On What Matters

## Town of Frederick Board of Trustees Agenda

Frederick Town Hall  
Board Chambers  
401 Locust Street  
Wednesday, June 3, 2026

**7:00 PM**

### **Work Session 6:00 PM**

- A. Police Department Technology Enhancements -
- B. Finance Update -

### **Call to Order – Roll Call**

### **Pledge of Allegiance**

### **Approval of Agenda**

### **Special Presentations**

- C. Brigit's Bounty Community Pole Barn and Fridge -
- D. Supplies for Success — Saint Vrain Valley Schools Education Foundation -

### **Public Comment**

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

### **Staff Reports**

### **Consent Agenda**

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board of Trustees member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- E. Approval of Minutes
- F. Resolution No. 26-R-30 approving an amendment to the Hyper Fiber Agreement -  
Jason Meyers, Town Attorney

## **Action Agenda**

- G. Resolution 26-R-31 Frederick and CVPRD Intergovernmental Agreement - Colby Johnson, Parks and Open Space Director
- H. Ordinance 1417 Parks and Open Space Use Regulations Update - Colby Johnson, Parks and Open Space Director
- I. Resolution No. 26-R-32 supporting Senate Bill No. S4505 reference a bill to require the United States Postal Service to designate zip codes for certain communities. - Wallace Hollimon, Special Project Support

## **Discussion Agenda**

## **Mayor and Trustee Reports**

## **Executive Session**

- J. Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiations under C.R.S. Section 24-6-402(4)(e)(1) regarding a potential easement dedication on Town open space. -

## **Adjournment**



Built On What Matters

# TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

Windi Padia, Mayor Pro Tem  
Matt Hickman, Trustee  
Mark Lamach, Trustee

Adam Mahan, Trustee  
Kevin Brown, Trustee  
Ryan Antonio, Trustee

## Finance Update

**Agenda Date:** Board of Trustees June 3, 2026

**Attachments:** None

**Reviewed By:**

### **Action Type**

### **Strategic Plan Alignment:**

Please provide specific alignment with the 2025-2026 strategic plan in identifying the overall broad goal and potential icon and definition and focus area on the goal. For example:

- Community and Economic Vitality – This request aligns with the Town’s retail strategy by increasing daytime employment and adding new primary employers to the local community. Additional daytime population will help drive the need for and substantiate the case for additional retail services within the Town.

### **Summary Statement:**

“Introduce” the request in a concise manner within the space provided. Additional information can be added below. Don’t write a book, however, don’t merely restate the Staff Report title above

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

Fully describe the issue or request. Focus on answering what, why and how more thoroughly. This may include referring to trends, statistical charts or policy documents. If you choose to refer to other materials, either include a copy or make the reference clear enough that the reader can easily find the reference material.

If the issue involves a project, you may want to describe the anticipated timeframe for completing the project. If replacing a piece of equipment that is budgeted, you should describe the condition of the equipment that is being replaced (e.g. mileage, safety concerns, etc.).

**Address why this matters to the community and/or how it affects the community in a positive way.**

Note: If proposing a change to a Frederick Municipal Code, Town Policy, the Frederick Land Use Code, etc., always include a copy of the respective page(s).

### **Legal Comments:**

Discuss any legal or political issues that may be affected by this decision. If there are not any, put "Not Applicable". Examples might include "This issue is required to be addressed in this manner by the Taxpayer's Bill of Right's (TABOR)" or "Section V. of the Frederick Municipal Code requires this issue to be addressed in this manner".

Note: You should consult with the Town Attorney when discussing legal issues to avoid creating "additional" liabilities. Be careful of unintended consequences

### **Alternatives/Options**

Discuss any possible alternatives or other options that were considered or that may be available for consideration. Indicate the reason(s) why the proposed choice was selected over other alternatives.

Note: If you haven't thought of any alternatives or options, then you probably haven't thought enough about the issue!!

### **Financial Considerations**

This section is primarily for more complicated issues that involve grants, debt financing, etc., If the item is already budgeted and no additional funds are necessary, then the fiscal note on page one should suffice. If this section does not apply, put "Not Applicable".

### **Staff Recommendation**

This section is reserved for staff's recommendation on the issue in question. However, there may be times where several issues are commingled together and staff recommends approving some components, but not others. If this is the case, you need to fully describe the recommendation.

**Community Impact**

Please describe, based on the FRED values, what impact this will have to the residents and community members impacted by this action?

**Print**

**Community Grant Application - Submission #54737**

**Date Submitted: 4/29/2026**

**Town of Frederick Community Grant**

**Organization Name\***

Brigit's Bounty Community Resources

**Address1\***

110 Johnson Street

**Address2**

**City\***

Frederick

**State**

Colorado

**Zip**

80530

**Contact First Name\***

George

**Contact Last Name\***

Andrews

**Contact Phone Number\***

6027081196

**Contact Email Address\***

georgeandrews398@gmail.com

**Federal/State Tax ID\***

27-4561315

**Please describe your project and the reason for your request.\***

Brigit's Bounty proposes to construct a pole barn for equipment storage and personnel staging area for education and garden activities. Further, Brigit's Bounty proposes to establish a "community fridge" to provide produce to community members in need. Additional detail/specifics are provided below in this form. Brigit's Bounty is requesting \$7,500 to complete the calculated budget for the project.

Note 1: While we are requesting \$7,500 to complete the project budget, we would be very appreciative of any additional funding!

Note 2: Alternatively/in addition to a cash donation/grant, we request the associated Frederick permit/impact fees (\$5,146.82) be waived partially or in total.

**Amount Requested\***

\$7,500

**Number of Frederick residents and/or visitors will participate and/or benefit from the program/project:\***

1000

**In what way will this program enhance the Town of Frederick's positive image, provide opportunity for informal education, community building and/or family entertainment?\***

Brigit's Bounty Community Resources (BBCR) is a non-profit organization established in 2011 dedicated to serving the people of Carbon Valley (i.e. Dacono, Firestone, and Frederick). BBCR donates organically grown fruits and vegetables from its garden to community residents, through its Harvest Share, as well as through various local organizations who address food insecurity. BBCR also offers educational programs to area youth and provides a garden sanctuary for community residents to work in and learn about gardening. The one-acre community garden and orchard are located on the eight-acre grounds of St. Brigit Episcopal Church in Frederick, Colorado.

BBCR is proposing a Carbon Valley "Community Fridge," a new distribution approach that will offer free food 24 hours a day, 7 days a week. Availability will initially be during harvest season with an ultimate goal to provide year-round service. A large refrigerator and produce stand will be set up in a central location, most likely adjacent to the church itself, to directly serve residents in Frederick, Firestone, and Dacono. The refrigerator and stand will be available to provide community residents with access to food. This food distribution practice has many advantages. First, the practice encourages neighbors to share excess food or to make food donations. Second, daily access to the Community Fridge helps ensure individuals and families always have access to food. At present, BBCR produce is donated primarily to Weld County Meals on Wheels and Mobile Food Pantry, which provide meals and produce 2 to 3 times a week or twice monthly, depending on program specifics. BBCR provides food directly to Frederick community members through Frederick Meals-on-Wheels, weekly on-site Harvest Share activities, and direct donation to the adjacent Brigit's Village low-income housing residents. Third, BBCR will be able to expand its garden and harvest output as well as increasing its youth and volunteer involvement.

As we look to expand our program activities, we need to protect major farm equipment, tools, and other garden materials. In addition, we need an enclosed facility for educational materials and food storage for the Community Fridge project. This also will enhance current and future harvests. To this end, we plan to construct a 20'x35' shed/barn which will be separated into two rooms: 1) A 20'x10' educational program storage area, and 2) A 20'x25' area to store larger equipment (tractor, snow blade, bushhog, rototilling attachments, riding lawn mower, push mower, rototillers, leaf and branch shredder, etc.) most of which are currently stored outside and subject to the environment and associated degradation.

The number of impacted Frederick residents of 1000 is conservatively based on 1) Weld County food donation/distribution conversion of 1.5 pounds to a person. Our garden donated 820 pounds (equating to 547 persons) of the 4000 total pounds produced in 2025 directly to Frederick residents in 2025 via Frederick Meals-on-Wheels, on-site Harvest Share activities, direct donation to the adjacent Brigit's Village low-income housing residents, and to garden volunteers. Based on the expected production gains and increased direct donation to Frederick residents via this community fridge project, this number (547) of residents is reasonable expected to double. Further, educational activities in both the classroom and garden are anticipated to directly involve 200+ students in 2026.

**Have you requested support from other sources? Please provide a list of organizations that you have solicited or will be soliciting:\***

The Episcopal Church and private donors have already contributed \$25,000 to the initiative. ABC Channel 7 recently published a related article seeking the donation of a commercial refrigerator. The subject article is available at the following link: <https://www.denver7.com/news/front-range/frederick/giving-garden-in-frederick-needs-help-finding-a-community-fridge-for-fresh-produce-donations>

We continue to look for private donations and other financial sources (i.e., grants) to fund the project.

**Has your organization applied for a grant from the Town of Frederick before?\***

- Yes
- No

**If you were awarding funding in the past, how much did you receive?**

Not applicable

**If you received funding in the past, how did you use the funds?**

Not applicable

**If you received funding in the past, were there funds leftover? If so, how were the funds utilized?**

Not applicable

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**Program/Project Budget**

**Program/Project Name\***

Brigit's Bounty Community "Fridge"/pole barn

**Total Project Budget:**

Please provide a complete project budget list including personnel, promotion, supplies, services etc. The budget can be itemized below.

**Item/Amount\***

Pole barn

**Item/Amount**

\$30,000

**Item/Amount**

Commercial refrigerator

**Item/Amount**

\$2,000

**Item/Amount**

Fruit/vegetable stand

**Item/Amount**

\$500

**Item/Amount**

**Item/Amount**

**Item/Amount**

**Item/Amount**

**Total Project/Program Budget:\***

\$32,500

**Please List Any Sources of Funding Secured\***

Episcopal Church (\$10,000), private donors (\$15,000)

To include any gifts and/or grants pledged or paid. If none received please enter N/A

**Request for Additional Funding**

\$25,000 of the necessary \$32,500 has already been raised, thus \$7,500 is needed to complete the project. As noted above, any donation is appreciated and is requested via direct monetary grant and/or waiving of Frederick town permit/impact fees required to complete the project.

If the request is for funds exceeding \$500.00 please explain why your organization has requested funding beyond the \$500.00 grant award.

**Please including the following attachments for inclusion in your application.**

**Board of Directors and Key Staff noting any paid staff.\***

BBCR.Board.of.Directors.2026.pdf

**IRS Determination Letter indicating Tax-Exempt Status of the Organization\***

BBCR.IRS tax exempt letter 2018.pdf

**By signing below, I certify that all information is true and correct to the best of my knowledge.\***

**Date\***

George Andrews

4/29/2026

Signature

# **BRIGIT'S BOUNTY COMMUNITY RESOURCES**

## **ROSTER OF OFFICERS, BOARD MEMBERS, and COORDINATORS**

Michelle Mrsan, President\*

Kristie Conroy, Treasurer\*

Jeff Nieuwma, Secretary and Property Warden\*

George Andrews, Member at Large\*

Tim Backus, Member at Large\*

Sharon Stitch, Member at Large\*

Alanna Zimmerman, Member at Large\*

Jerry Van Sambeek, Garden Coordinator (Non-voting)\*

Ginger Miller, Education and Training (Non-voting)\*

\*Unpaid volunteers

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 18 2018

BRIGITS BOUNTY COMMUNITY RESOURCES  
110 JOHNSON ST  
FREDERICK, CO 80530-8022

Employer Identification Number:  
27-4561315  
DLN:  
26053740002437  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
May 15, 2017  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 947

BRIGITS BOUNTY COMMUNITY RESOURCES

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen a. martin*

Director, Exempt Organizations  
Rulings and Agreements

**Print**

**Community Grant Application - Submission #54885**

**Date Submitted: 5/8/2026**

**Town of Frederick Community Grant**

**Organization Name\***

St. Vrain Valley Schools Education Foundation

**Address1\***

PO Box 2598

**Address2**

**City\***

Longmont

**State**

Colorado

**Zip**

80502

**Contact First Name\***

Michelle

**Contact Last Name\***

Phelan

**Contact Phone Number\***

9702271859

**Contact Email Address\***

michelle@stvrainfoundation.org

**Federal/State Tax ID\***

84-0979954

**Please describe your project and the reason for your request.\***

Supplies for Success is a school supply distribution that ensures over 4,700 students with a financial need in St. Vrain Valley Schools start the school year with the supplies they need for a successful and strong academic year. There is a request to serve 704 students in the Frederick and surrounding area schools to school supplies. The costs for school supplies can be burdensome to families, by receiving what students need is one less barrier to their academic need.

**Amount Requested\***

\$1000

**Number of Frederick residents and/or visitors will participate and/or benefit from the program/project:\***

704 students

**In what way will this program enhance the Town of Frederick's positive image, provide opportunity for informal education, community building and/or family entertainment?\***

The Town of Frederick's support of students in the area will be looked upon favorably by the community. Supporting education and the schools in Frederick and the surrounding areas will continue to have a positive impact for the overall community.

**Have you requested support from other sources? Please provide a list of organizations that you have solicited or will be soliciting:\***

Western Disposal, Ent Credit Union, Centennial Lending a Hand Foundation, Scheels, TBK Bank, High Plains Bank, Kaiser, Permanente, Lyons Gaddis, Rocky Mountain Christian Church, United Power, SouthState Bank, Aims Community College, Elevations Credit Union, First Interstate Bank

**Has your organization applied for a grant from the Town of Frederick before?\***

- Yes
- No

**If you were awarding funding in the past, how much did you receive?**

\$1000

**If you received funding in the past, how did you use the funds?**

Funds are used for the purchase of school supplies and operating costs of the program.

**If you received funding in the past, were there funds leftover? If so, how were the funds utilized?**

No.

**Program/Project Budget**

**Program/Project Name\***

Supplies for Success

**Total Project Budget:**

Please provide a complete project budget list including personnel, promotion, supplies, services etc. The budget can be itemized below.

**Item/Amount\***

Supplies

**Item/Amount**

\$60,000

**Item/Amount**

Backpacks

**Item/Amount**

\$25,000

**Item/Amount**

Headphones

**Item/Amount**

\$15,000

**Item/Amount**

Misc./Supplies/Marketing

**Item/Amount**

\$2500

**Item/Amount**

Program Assistant

**Item/Amount**

\$2500

**Total Project/Program Budget:\***

\$105,000

**Please List Any Sources of Funding Secured\***

Sponsorships and grants as listed above.

To include any gifts and/or grants pledged or paid. If none received please enter N/A

**Request for Additional Funding**

Requesting the additional funding to help support the number of students in the Frederick areas that will be receiving school supplies.

If the request is for funds exceeding \$500.00 please explain why your organization has requested funding beyond the \$500.00 grant award.

**Please including the following attachments for inclusion in your application.**

**Board of Directors and Key Staff noting any paid staff.\***

SVVSEF Board of Directors 2026.docx

**IRS Determination Letter indicating Tax-Exempt Status of the Organization\***

W-9 April 2025.pdf

**By signing below, I certify that all information is true and correct to the best of my knowledge.\***

**Date\***

5/8/2026

Michelle Phelan

Signature

OGDEN UT 84201-0038

In reply refer to: 0437990074  
July 21, 2017 LTR 4168C 0  
84-0979954 000000 00  
Input Op: 0437990074 00033199  
BODC: TE

ST VRAIN VALLEY EDUCATIONAL  
FOUNDATION INC  
PO BOX 2598  
LONGMONT CO 80502-2598



028659

Employer ID Number: 84-0979954  
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated July 12, 2017, regarding your tax-exempt status.

We issued you a determination letter in August 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.


For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

OGDEN UT 84201-0038


028659.628078.445920.3966 1 AB 0.403 536



  
ST VRAIN VALLEY EDUCATIONAL  
FOUNDATION INC  
PO BOX 2598  
LONGMONT CO 80502-2598

028659

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,  
EVEN IF YOU ALSO HAVE AN INQUIRY.

 The IRS address must appear in the window.

Use for payments

BODCD-TE

0437990074

Letter Number: LTR4168C

Letter Date : 2017-07-21

Tax Period : 000000

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038



\*840979954\*

ST VRAIN VALLEY EDUCATIONAL  
FOUNDATION INC

PO BOX 2598

LONGMONT CO 80502-2598

**St. Vrain Valley Schools Education Foundation  
Current Board of Directors - 2026**

**Officers:**

**Matthew Zavala – President**

Fire Captain  
City of Boulder Fire-Rescue

**Nicole Wempe - Treasurer**

Vice President/Project Manager  
Golden Triangle Construction

**Kelli Kanemoto - Secretary**

Community Member

**Hilary Sontag – President Elect**

Executive Director of Advancement & Strategic Partnerships  
St. Vrain Valley Schools

**Directors:**

**Susanne Els**

Community Member

**Zachary Kinder**

Communication Specialist II  
United Power

**Paula Nelsen**

Co-Owner  
Lascarco

**Ex Officio Members**

**James Berthold**

Board of Education Representative  
St. Vrain Valley Schools Board of Education

**Dr. Jackie Kapushion**

Superintendent  
St. Vrain Valley Schools

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>St. Vrain Valley Educational Foundation, Inc</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>St. Vrain Valley Schools Education Foundation</b></p> <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                <input type="checkbox"/> C corporation                <input type="checkbox"/> S corporation                <input type="checkbox"/> Partnership                <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) <b>Non Profit</b> </p> <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>PO Box 2598</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>Longmont, CO 80502</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4	-	0	9	7	9	9	5	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <u>4/22/2025</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# Town of Frederick Board of Trustees

Meeting Minutes

May 20, 2026

## **Work Session 5:30 PM**

- A. Court Update -  
Tricia David, Town Clerk
  
- B. Fireworks -

## **Call to Order – Roll Call**

At 7:00 PM, Mayor Pro Tem Padia called the meeting to order and requested a roll call. Present were Mayor Pro Tem Padia, Trustee Antonio, Trustee Mahan, and Trustee Hickman. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers, Town Clerk Tricia David, Deputy Town Clerk Emily Nitcher, and Director of People and Culture Brittany Dvorak.

## **Pledge of Allegiance**

## **Approval of Agenda**

Mr. Ostler noted a recommended change to the May 20, 2026 agenda: Item F would be continued to the June 17, 2026 Board of Trustees meeting due to the absence of three Board members this evening. Trustee Mahan made a motion, seconded by Trustee Hickman, to move Item F to the June 17, 2026 meeting. Upon roll call vote, the motion passed unanimously.

## **Special Presentations**

There were no special presentations.

## **Public Comment**

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

Community members signed in to provide public comment regarding Item F on tonight's agenda. As Item F was continued to the June 17, 2026 meeting, public comment on the item will be taken at that time. Individuals unable to attend the June 17 meeting were invited to provide comments this evening; however, no comments were made. No additional individuals were signed in for public comment.

## **Staff Reports**

Mr. Ostler referred to the agenda packet and highlighted the eighty-seven percent operational cost recovery for the Bella Rosa Golf Course. He also reminded the Board of several upcoming events, including the Memorial Day Celebration at Crist Park on Friday, May 22; a Business Roundtable the following week; a Community Tour and Talk at Wyndham Hill on June 10; and Frederick in Flight at the end of June. Additionally, he noted that the transportation task force would be meeting the following

week and is scheduled to present to the Board in June.

C. Administrative Report -

**Consent Agenda**

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board of Trustees member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

A motion was made by Trustee Mahan and seconded by Trustee Hickman to approve the Consent Agenda. Upon roll call vote the motion passed unanimously.

D. Approval of Minutes

E. List of Bills -

**Action Agenda**

- F. Public Hearing to Consider Ordinance No. 1415 regarding the 320 Maple Street (Lot 1, Maplewood Subdivision Filing No. Two Amendment A) PUD Zoning Document -  
Audem Gonzales, Senior Planner

This item was continued to the June 17th, 2026 meeting by vote.

- G. Boards, Commissions, Committees Appointments -  
Tricia David, Town Clerk

Town Clerk Tricia David presented. A motion was made by Trustee Hickman and seconded by Trustee Mahan to approve Boards, Commissions, Committees Appointments as follows: Dan March and Thomas Cave — Historic Preservation Committee. Beth Shields, Brian Schmitt, and Ashley Kolberg — Parks, Recreation, Open Space, Trails Commission. Roger Kelly-Planning Commission and Kyle Regan-Planning Commission Alternate. Annabel Lewis, Judy Church, Bill Hattel, and Altin Sencalar — Arts Committee. And there were no recommendations for appointments to the Building Appeals Board at this time. Upon roll call vote, the motion passed unanimously. Members then introduced themselves to the Board.

Ms. David explained that the Building Appeals Board structure is under review and that recommended changes to the structure of that board will be brought forward at a later date.

- H. Resolution No. 26-R-28 Amending the 2026 Water Shortage Contingency Plan and Ordinance No. 1416 Amending the Municipal Code -  
Kylie Couch, Engineer

Civil Engineer Kylie Couch presented and was joined by Director of Communications and Engagement Renae Lehr, and Parks Director Colby Johnson. A motion was made by Trustee Mahan and seconded by Trustee Antonio to approve Resolution No. 26-R-28 Amending the 2026 Water Shortage Contingency Plan and Ordinance No. 1416 Amending the Municipal Code. Upon roll call vote, the motion passed unanimously.

- I. Resolution No. 26-R-29 approving the 2026 Water Allowance & Water Reservation and Allocation Policy -  
Kylie Couch, Engineer

Civil Engineer Kylie Couch presented. A motion was made by Trustee Hickman and seconded by Trustee Mahan to approve Resolution No. 26-R-29 approving the 2026 Water Allowance & Water Reservation and Allocation Policy. Upon roll call vote, the motion passed unanimously.

**Discussion Agenda**

**Mayor and Trustee Reports**

Trustee Antonio expressed his appreciation for the thorough onboarding process completed by staff. He also attended the Frederick High School scholarship dinner and the Carbon Valley Chamber of Commerce awards night, and shared his gratitude for the warm welcome he received overall.

Trustee Hickman stated that he looks forward to serving on the Historic Preservation Committee and remaining involved with Parks, Recreation, Open Space, and Trails initiatives.

Mayor Pro Tem Padia noted that she will be attending the North Area Transportation Alliance meeting the following Thursday and will be attending the upcoming June 3rd, 2026 Board of Trustees meeting remotely.

**Executive Session**

There was no executive session.

**Adjournment**

There being no further business of the Board of Trustees, Mayor Pro Tem Padia adjourned the meeting at 8:17 PM.

Approved by the Board of Trustees:

ATTEST:

\_\_\_\_\_  
Tracie Crites, Mayor

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



Built On What Matters

# TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

Windi Padia, Mayor Pro Tem  
Matt Hickman, Trustee  
Mark Lamach, Trustee

Adam Mahan, Trustee  
Kevin Brown, Trustee  
Ryan Antonio, Trustee

## **Resolution No. 26-R-30 approving an amendment to the Hyper Fiber Agreement**

**Agenda Date:** Board of Trustees June 3, 2026

- Attachments:**
1. 26-R-30 First Amendment - Limited License Agreement - Ripple Fiber
  2. First Amendment to Non-exclusive Limited License Agreement with Ripple Fiber
  3. Existing Area Map
  4. Proposed Area Map
  5. Q2 2026 GA Book Overview
  6. Proposed Aerial Map - Ripple Fiber
  7. Proposed Vicinity Map - Ripple Fiber

**Reviewed By:** Bryan Ostler, Town Manager

### **Action Type**

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

### **Strategic Plan Alignment:**



#### **Strategic Priority 5: Reliable & Sustainable Infrastructure**

– Frederick will invest in and maintain reliable infrastructure that supports a growing community, protects public resources, and ensures high-quality service for residents today and in the future.

### **Summary Statement:**

Hyper Fiber DBA Ripple Fiber is requesting an amendment to the existing nonexclusive licensing agreement in order to expand the proposed installation area within the Town of Frederick.

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

On September 3, 2024, the Town of Frederick entered into a Nonexclusive Limited License Agreement with HyperFiber, a Missouri Company, for location, placement, attachment, installation, operation, control and maintenance of equipment in the Public Rights-of-Way related to the installation of a fiber optic network. The areas of installation were defined as attached in the **Existing Land Map**.

HyperFiber is currently operating under the DBA Ripple Fiber. Ripple Fiber has approached the town with a request to expand the proposed installation area. This request requires an amendment to the existing land map, also known as Exhibit B of the current agreement. No additional revisions will be made in the first amendment to the nonexclusive limited license agreement. The amendment will extend the current map to include the portion of Bella Rosa Pkwy./CR 18 between Silver Birch Blvd. and West I-25 Frontage Rd, as attached in the **Proposed Land Map**.

### **Legal Comments:**

The Town Attorney's Office has reviewed this item.

### **Alternatives/Options**

The Board may approve the amendment or choose to take no action on the requested amendment.

### **Financial Considerations**

Not Applicable

### **Staff Recommendation**

Staff recommends approval of the amendment to the agreement to expand fiber network offerings within the Town.

### **Community Impact**

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 26-R-30**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO  
APPROVING A FIRST AMENDMENT TO THE NON-EXCLUSIVE  
LIMITED LICENSE AGREEMENT FOR FIBER OPTIC NETWORK**

**WHEREAS**, the Town of Frederick (the “Town”) and HYPERFIBER OF COLORADO, LLC, a Delaware limited liability company, doing business as Ripple Fiber (“Licensee”), are parties to a Limited License Agreement (the "Agreement") in which the Town granted Licensee limited rights to install, operate, and maintain fiber optic facilities within certain public rights-of-way owned or controlled by the Town; and,

**WHEREAS**, the Licensee is the successor in interest of HyperFiber, a Missouri Company, listed as the “Company” in the previous Nonexclusive Limited License Agreement for Fiber Optic Network with the Town, dated September 3, 2024; and,

**WHEREAS**, the licensee has requested a revision to the route depicted in Exhibit B of the Nonexclusive Limited License Agreement for Fiber Optic Network with the Town to reflect an updated alignment within the Town’s right-of-way boundaries; and,

**WHEREAS**, the Town and Licensee desire to amend the Agreement for the sole and limited purpose of replacing Exhibit B of the Agreement, without modifying any other term, condition, or provision of the Agreement.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1.** The Board of Trustees wishes to continue to partner with Hyper Fiber on building a fiber network within the Town of Frederick (“Project”) as reflected in the accompanied Action Memorandum and authorizes the Mayor to sign the First Amendment to Nonexclusive Limited License Agreement for Fiber Optic Network, attached hereto as Exhibit B.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 6TH DAY OF JUNE, 2026.**

TOWN OF FREDERICK,  
COLORADO

By: \_\_\_\_\_  
**Tracie Crites, Mayor**

ATTEST:

By: \_\_\_\_\_  
**Tricia David**  
**Town Clerk**

**TOWN OF FREDERICK**

**FIRST AMENDMENT TO NON-EXCLUSIVE LIMITED LICENSE  
AGREEMENT FOR FIBER OPTIC NETWORK**

THIS FIRST AMENDMENT TO LIMITED LICENSE AGREEMENT (this "First Amendment") is made and entered into by and between the TOWN OF FREDERICK, COLORADO, a Colorado home rule municipality (the "Town"), and HYPERFIBER OF COLORADO, LLC, a Delaware limited liability company, doing business as Ripple Fiber (the "Licensee").

RECITALS

- A. The Town and Licensee are parties to that certain Limited License Agreement (the "Agreement"), pursuant to which the Town granted Licensee limited rights to install, operate, and maintain fiber optic facilities within certain public rights-of-way owned or controlled by the Town.
- B. The Licensee is the successor in interest of HyperFiber, a Missouri Company, listed as the "Company" in the previous Nonexclusive Limited License Agreement for Fiber Optic Network with the Town, dated September 3, 2024.
- C. The Agreement includes Exhibit B, which depicts the authorized licensed route(s).
- D. Licensee has requested a revision to the route depicted in Exhibit B to reflect an updated alignment within the Town's right-of-way boundaries.
- E. The Town and Licensee desire to amend the Agreement for the sole and limited purpose of replacing Exhibit B, without modifying any other term, condition, or provision of the Agreement.

AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Licensee agree as follows:

1. **Amendment to Exhibit B.** Exhibit B to the Agreement dated September 23, 2024, is hereby deleted in its entirety and replaced with the Revised Exhibit B attached hereto and incorporated herein by this reference.

2. **No Other Amendments.** Except as expressly modified by this First Amendment, all terms, covenants, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed.
3. **Effect of Amendment.** This First Amendment shall be deemed part of, and construed in accordance with, the Agreement. In the event of any conflict between this First Amendment and the Agreement, this First Amendment shall control.
4. **Authority.** Each party represents and warrants that it has full right, power, and authority to enter into and perform this First Amendment.
5. **Effective Date.** This First Amendment shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date last written below.

[Signature Pages to Follow]

Dated:

**TOWN OF FREDERICK, COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

[Signature Page]

**HYPERFIBER OF COLORADO, LLC**  
**d/b/a Ripple Fiber**

By: Joshua Eric Runyan  
Chief Legal Officer  
josh@ripplefiber.com

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

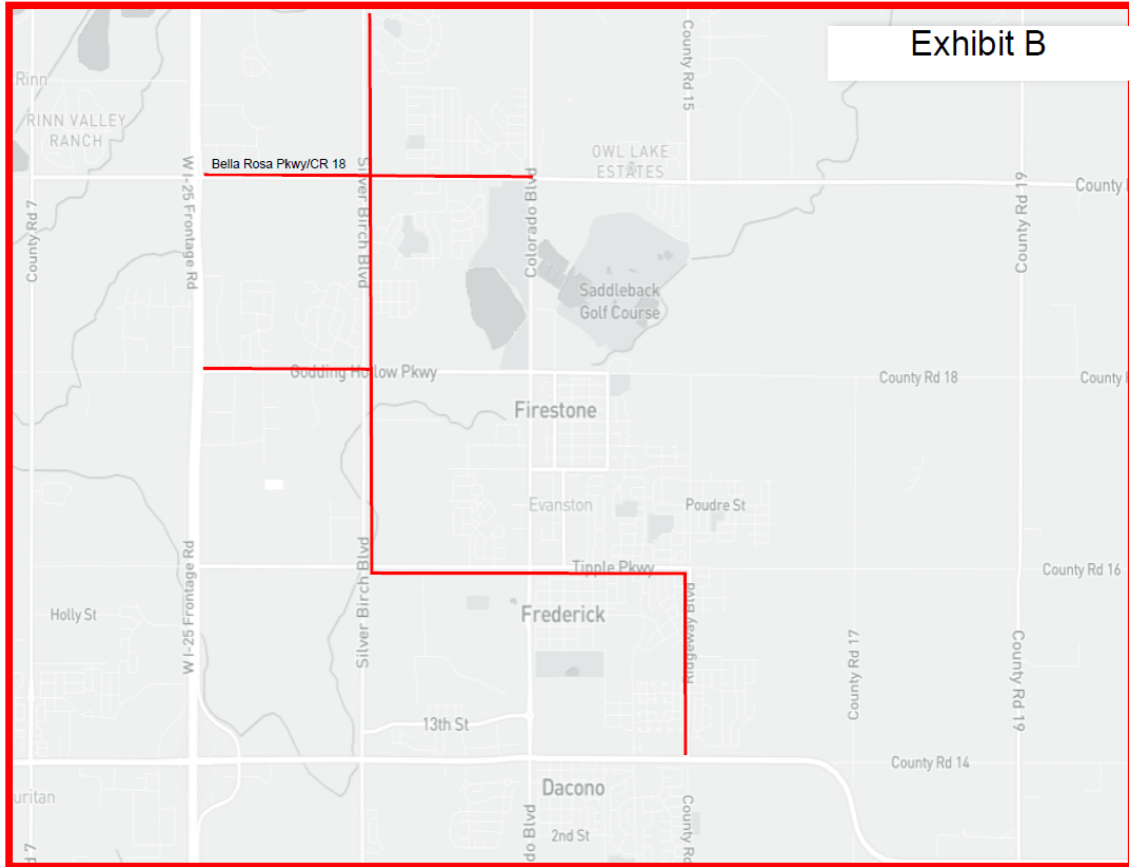
[Signature Page]

EXHIBIT B  
DESIGN AND LOCATION OF FIBER ROUTE

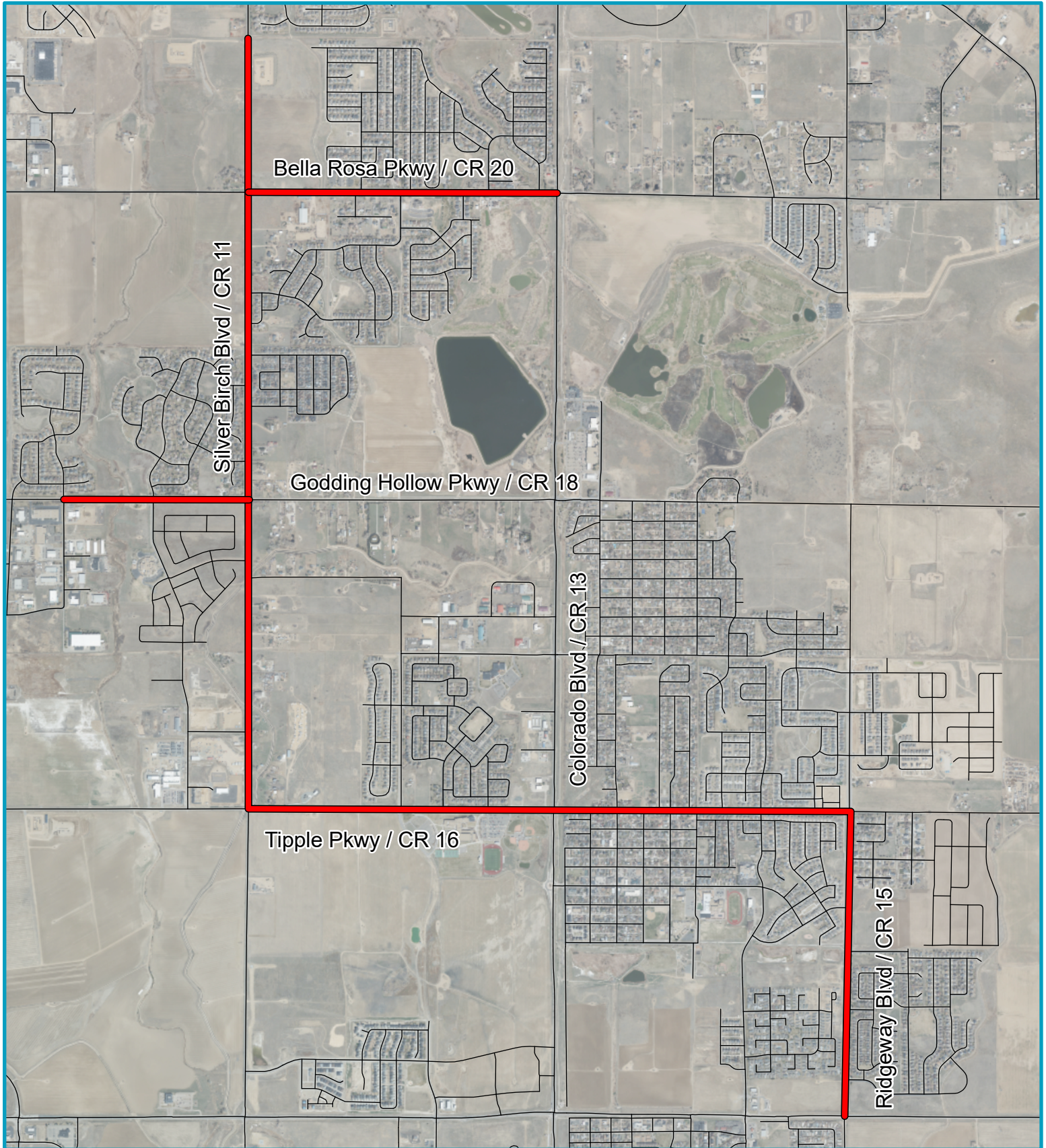
See attached

# HyperFiber of Colorado, LLC dba Ripple Fiber

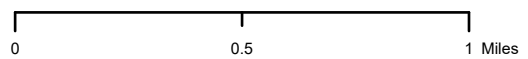
## Exhibit B



# HyperFiber Route Exhibit

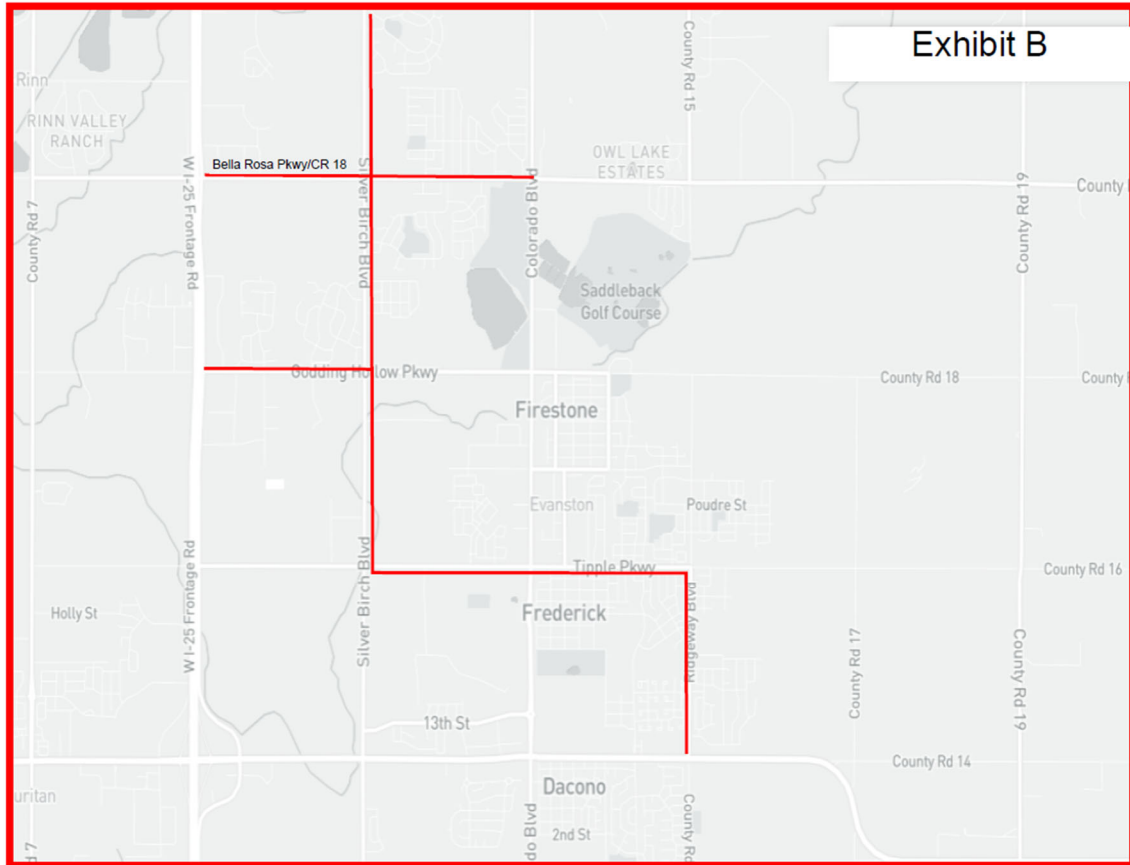


 Fiber Route



# HyperFiber of Colorado, LLC dba Ripple Fiber

## Exhibit B





# RIPPLE FIBER IN YOUR COMMUNITY

Q2 2026

# Summary Discussion Points

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**Ripple Fiber® is pleased to engage with you to discuss bringing our world class fiber internet service to your community.**

**It is our goal to provide a clear understanding of our planned project and build processes and to answer any questions you may have including:**

- Who is Ripple Fiber and what makes them different from other providers?
- What are the benefits of fiber vs cable and how will it help the local economy?
- What is Ripple Fiber's commitment to your community?
- What are the different construction options and the impacts to the overall community?
- What does the construction process entail and what should we expect?

**We strive to understand your priorities and the concerns of the local community to help set the project up for success, gaining key learnings on:**

- Which of the different construction options best meet your needs based on your priorities?
- How will the community be notified of the timeline and what do they do if there is an issue?
- Is there an opportunity for Ripple Fiber to provide resources for key construction activities (e.g. permitting approvals and locates)?
- How can we partner with you to make this process run smoothly?
- Is there an opportunity to expand the initial project area to meet the community needs? If so, are there public funds available to augment the private capital investment?
- Who are your key players/stakeholders and what are the right steps to gain approvals?



RIPPLE FIBER

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# About Ripple Fiber

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Ripple Fiber provides thousands of homes with the brightest and fastest fiber internet solutions, powered by a 10 gig-ready, 100 percent fiber optic network. With its patented technology driving rapid expansion, Ripple Fiber is redefining connectivity for communities across Arkansas, Colorado, Florida, Illinois, Massachusetts, Michigan, North Carolina, South Carolina and Washington. Committed to promoting digital empowerment, Ripple Fiber believes the biggest wave starts as a ripple.

We are dedicated to expanding access and constructing strong infrastructure in communities nationwide. Embracing optimism and recognizing the importance of digital equity, Ripple Fiber strives to empower our customers by equipping them with the necessary tools to build a bright future.

We are committed to making a positive impact on the communities we serve. Whether through community engagement, environmental initiatives, or ethical business practices, we strive to be a force for good, leaving a lasting, positive impression on the world around us.

## Company Facts

- Deployed **over 3,500 miles of fiber** since our inception in 2021.
- Projected to reach **460,000 passings** by year end 2026.
- Currently working with **over 230 different municipalities** in various stages of construction.
- Employ **over 400 members of the local community** and we continue to grow our workforce.
- Established 15 offices in 9 states: **Arkansas, Colorado, Florida, Illinois, Massachusetts, Michigan, North Carolina, South Carolina and Washington.**
- Upcoming build plans in **Arizona, California, New Mexico**



## **We're here to make ripples, and celebrate others who do the same.**

To us, it's more than just internet. We're here to empower people to make genuine connections. With friends, whether they're in the same room or across the globe. With artists and creators through instant access to every song, book, and film ever created. With educators in classrooms on different continents.

We're for those working from their homes with teams in different time zones.

For helping people access opportunities previous generations could have only dreamed of.

It's about optimism. It's about believing that small actions can have big impacts.

**We are Ripple Fiber.**



RIPPLE FIBER

# Executive Team

---



**Greg Wilson**

Founder and CEO



**Lance van der Spuy**

President



**Bobbie Gilbert**

Chief Government  
Affairs Officer



**Brett Judnick**

Chief Technical Officer



**Matt Adendorff**

Chief Information  
Officer



**Devan Kruger**

Chief Financial Officer



**Josh Runyan**

Chief Legal Officer



**Jim Cannata**

Chief Marketing  
Officer



# Key Shareholders

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## ***Platform Investment Partners***



- Telecommunications and technology investment platform founded by Richard Came and Shaun Clark
  - Executives boast a 40-year track record of successful investments in telecommunications
  - Founder of telecommunications platforms now worth more than \$3 billion
  - Significant experience in seeding and commercializing large-scale FTTP networks
- 

## ***Myriad Capital***



- Telecommunications holding company focused on FTTP and next-generation networks founded by Greg Wilson
  - Founders are very technically skilled with over 20 years of commercialization experience in telecommunications companies
  - Platform's core competency is managing infrastructure and building digitization platforms to extract network efficiencies
- 


## ***KLT Holdings***



- Private equity firm focusing on telecommunications investments
- Represented primarily by Brad Kark, a seasoned telecommunications investor with over 20 years of entrepreneurial experience
- Wide variety of investments ranging from telecommunications to property, logistics and fintech
- Increasingly focused on fiber-related investments



# What We Offer

Up to **650 Mbps**  RIPPLE FIBER  
Upload & Download Speeds


---

**\$40**/Mo

Includes all taxes and fees.

**Includes:**

- ✓ WiFi modem/router
- ✓ Free White Glove Installation
- ✓ Service Promise
- ✓ Connect unlimited Wi-Fi devices

Up to **1 Gig**  RIPPLE FIBER  
Upload & Download Speeds

---

**\$55**/Mo


Includes all taxes and fees.

**Includes:**

- ✓ WiFi 7
- ✓ Free WiFi backup (\$20/mo value)
- ✓ Free eero Secure
- ✓ Free White Glove Installation
- ✓ Service Promise

**Customize:**

- Additional access point
- Home phone line

Up to **2 Gig**  RIPPLE FIBER  
Upload & Download Speeds

---

**\$75**/Mo


Includes all taxes and fees.

**Includes:**

- ✓ WiFi 7
- ✓ Free WiFi backup (\$20/mo value)
- ✓ Free eero Secure
- ✓ Free White Glove Installation
- ✓ Service Promise

**Customize:**

- Additional access point
- Home phone line

Up to **5 Gig**  RIPPLE FIBER  
Upload & Download Speeds

---

**\$105**/Mo


Includes all taxes and fees.

**Includes:**

- ✓ WiFi 7
- ✓ Free WiFi backup (\$20/mo value)
- ✓ Free eero Secure
- ✓ Free White Glove Installation
- ✓ Service Promise

**Customize:**

- Additional access point
- Home phone line

Up to **8 Gig**  RIPPLE FIBER  
Upload & Download Speeds

---

**\$135**/Mo

Includes all taxes and fees.

**Includes:**

- ✓ WiFi 7
- ✓ Free WiFi backup (\$20/mo value)
- ✓ Free eero Secure
- ✓ Free White Glove Installation
- ✓ Service Promise

**Customize:**

- Additional access point
- Home phone line



This package will be available with weekly billing in some areas.

Not all packages are available in all areas



# Testimonials

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The install was seamless, the techs are very professional. Highly recommend.

**- John M.**



After the fiber was laid in our yard, a rep came to install our internet service in the house. He quickly ran the cable around the outside of the house, tucking it under shingles so that it was out of sight. Everything was done expertly.

**- Pamela S.**



Quick, neat and thorough service. Can't even see the run up the side of the house and no mess.

**- Demetrius L.**



Tyler was exceptional. He was patient with my questions, and did the final interior installation to my satisfaction, and I'm kinda picky.

**- Christopher W.**



# Why Choose Fiber

---



## Reliability

Fiber optic cable is made of glass, meaning it's less susceptible to damage due to the elements. Plus, it's less impacted by outages due to water or lightning.



## Speed

Fiber internet has limitless speeds, with data traveling at the speed of light. Upload and download speeds are also symmetrical, unlike traditional cable.



## Capacity

Fiber offers future-proof capacity, and can handle multiple devices, across multiple users, all at the same time without experiencing any buffering or delays.



# Creating connected communities is more important than ever before

- smart homes
- connected devices
- tele-medicine
- remote work
- distance learning
- streaming content

---

*According to a recent study, access to fiber adds a*  
**3.4%\*** *average increase*  
*in home value.*

*\* Carnegie Mellon and Colorado University at Boulder study*



RIPPLE FIBER

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# Economic Benefits

---

- 56 million households – i.e., over **forty percent of the households in the United States, do not have fiber broadband.**
- Deploying fiber to the 56 million households that are in tracts unserved by fiber, has the potential to generate at least **\$3.24 trillion in terms of net present value (NPV)** in incremental economic impact.
- Deploying fiber has the potential to **increase housing values by \$1.64 trillion** (in NPV terms).
- It could **increase average household values between 14% - 17%** depending on non-urban versus urban areas.
- This translates to an average **increase of \$27,000 - \$41,000 per house per year.**
- The effect on housing values in **non-urban areas is five times greater than in urban areas** and is driven by the greater number of unserved households in non-urban areas.
- For the 56 million unserved households, in net present value (NPV) terms, **this implies a \$1.4 trillion total increase in house values for non-urban areas** and **\$242 billion total increase for urban areas.**
- Deploying fiber to all fiber-unserved locations can potentially lead to a **one-time increase in income by \$1.6 trillion** (in NPV terms).
- The income effect comes from non-urban areas. U.S. households in non-urban areas with new access to fiber will likely experience an **increase in their average income by \$1,450 in one year.**
- This translates to a total **increase of \$81 billion in one year.**
- Fiber deployment also has the potential to create at least **380,000 new jobs for the U.S. economy.**

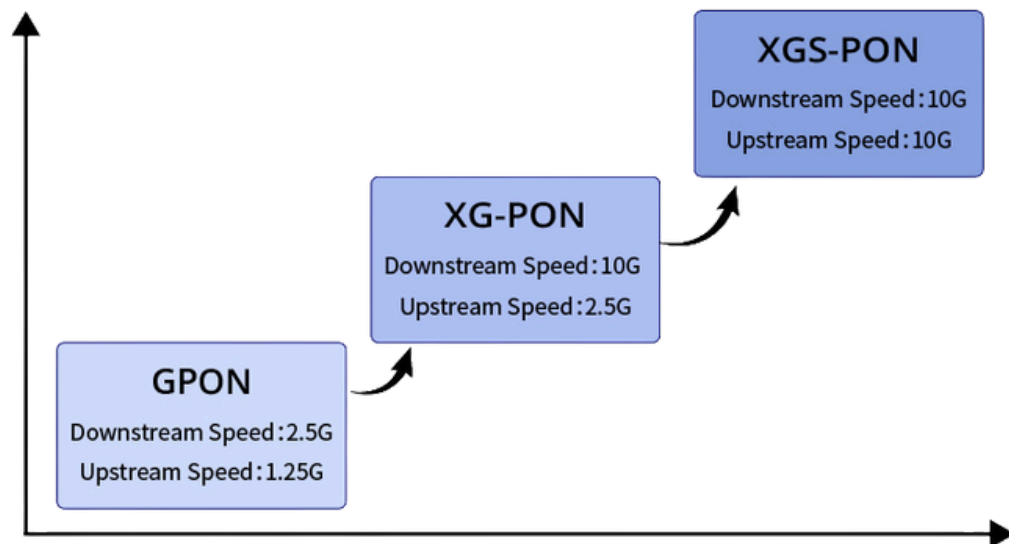


# Why Ripple Fiber

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Ripple Fiber deploys the latest **XGS-PON fiber technology**. With XGS-PON Ripple fiber can offer up to 10 Gbps upstream & downstream to our subscribers. Although the demand for 10 Gbps is not yet needed, this gives Ripple fiber the ability to scale to future demands.

XGS-PON technology offers high-speed data transfer with symmetrical upstream and downstream speeds, unlike older technologies, that have variable speeds on the upstream and downstream. XGS-PON allows fiber network owners to **future proof their network** by increasing the user capacity and bandwidth of the fiber network, offering a more reliable, energy efficient and stable internet connection to the users.



# Community Engagement

---



Our commitment to the community extends well beyond the completion of construction.

We stand up an office to establish a local presence and immerse ourselves in the local business community. We invest in the community through hiring local employees, establishing business partnerships, investing in community sponsorships and events.

## Interested in having Ripple Fiber sponsor your event?

Visit [ripplefiber.com/sponsorships](https://ripplefiber.com/sponsorships) or scan the QR code



# Municipal Partnerships

---

**Ripple Fiber is proud to partner with municipalities to set the project up for success.**

## **Key activities include:**

- Collaborate with municipal administration to bring our world-class fiber broadband service to the community
- Understand community broadband needs and integrate into project areas
- Align on project logistics
  - Market entry requirements (required agreements, process, etc.)
  - Permitting process
  - Locate capacities and how we can support efforts
  - Resident notifications
  - Address construction challenges and resident concerns
- Kick-off events - sharing the good news with the community
- On-going community presence through our local office
- Establish and maintain local partnerships (Examples: Chamber of Commerce and sponsoring community events)



# HOA Engagement

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## **Our team will be with local HOAs every step of the way.**

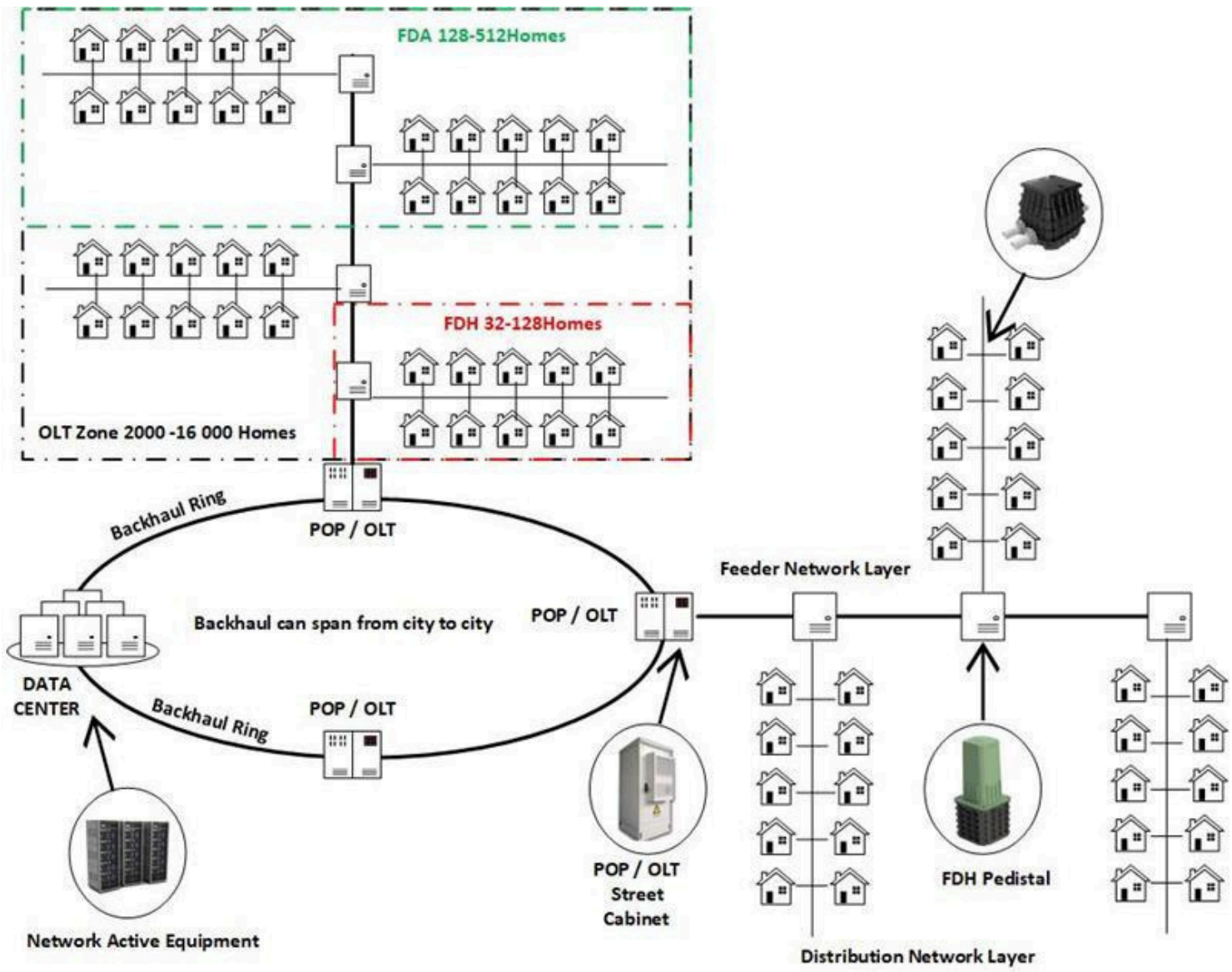
Our **Community Marketing Managers** help guide community leaders and residents through the build process and act as an advocate during construction. Before the project is officially closed, they will conduct a final walk-through with community leaders to ensure it has been completed to their standard.

## **Our commitment to the community extends well beyond the completion of construction.**

Our team maintains relationships within the community and act as line of access for future initiatives and local development. We are proud to sponsor local events and initiatives that help make each market we serve a great place to live, work and visit.



# Our Network



# Example Neighborhood



# Selection Process

---



## New Markets

Ripple Fiber takes a ***data-first*** approach to identifying new markets.

Considerations include:

- Area density
- Competitive landscape
- Market size and opportunity
- Topography



## Existing Markets

Ripple Fiber takes an ***organic-first*** approach to expanding into new areas.

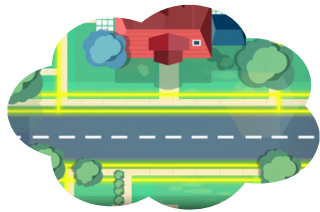
Considerations include:

- Homeowner interest
- Successful primary implementation
- Strong relationships with community partners



# Construction Process

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## Engineering

Prior to construction, our team designs the optimal network and identifies any required permits and required approvals



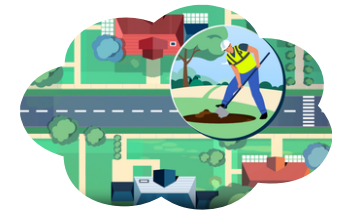
## Approval

Our team then engages with all state and local leaders to secure all permits and approvals prior to kicking off the project



## Locates

We work with existing utility locates to help prevent issues and reduce disruption due to digging during the construction process



## Underground or Aerial

Construction begins in the easement and public right-of-ways, either digging or aerial, depending on tactic approved



## Restoration

Then we deploy our restoration team to repair any disrupted yards, ensuring they are left in the condition we found them, or better



## Quality Assurance

Our QA team ensures our rigorous restoration standards are followed, and won't close out the project until restoration is complete



## Custom Installation

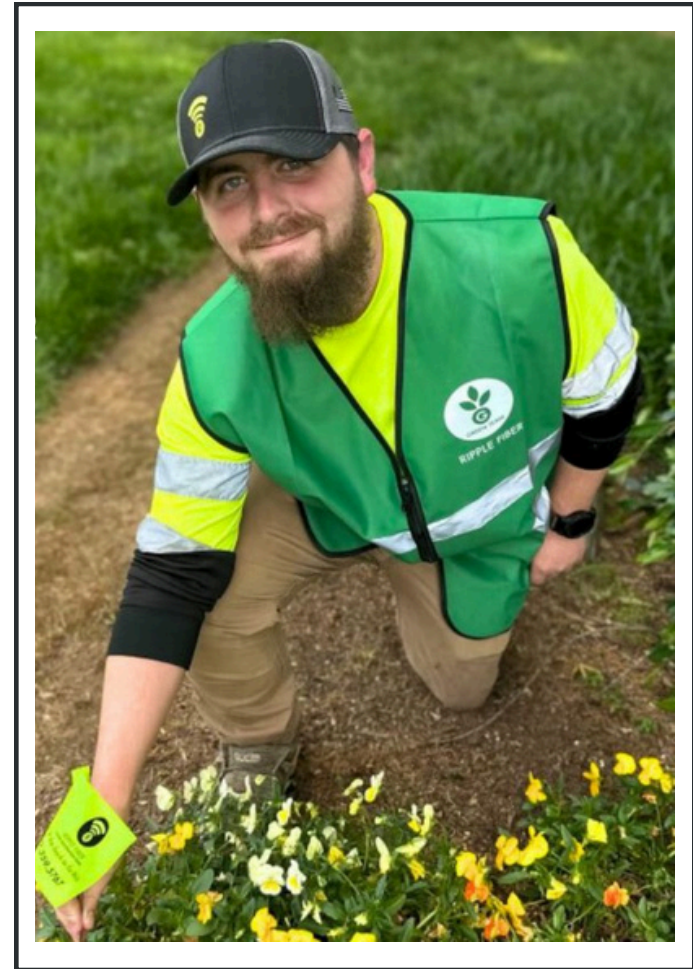
Customer homes will also be outfitted with a Network Interface Device (NID), connecting them to the fiber at the street level

Learn more by [watching our video](https://ripplefiber.com/construction) - visit [ripplefiber.com/construction](https://ripplefiber.com/construction) or scan the QR code



# Meet the Land Restoration Team

- Once in the post-construction phase, Ripple Fiber's Land Restoration Team surveys all affected properties to determine if escalation is required.
- Complex landscaping needs, such as plant and shrub replacement, mulching and ground cover restoration, hardscape repair, and sprinkler repair, are identified.
- **The Land Restoration Team** is then alerted to address each issue. Upon completion of all restoration efforts, homeowners are contacted to confirm satisfaction.



# What if...

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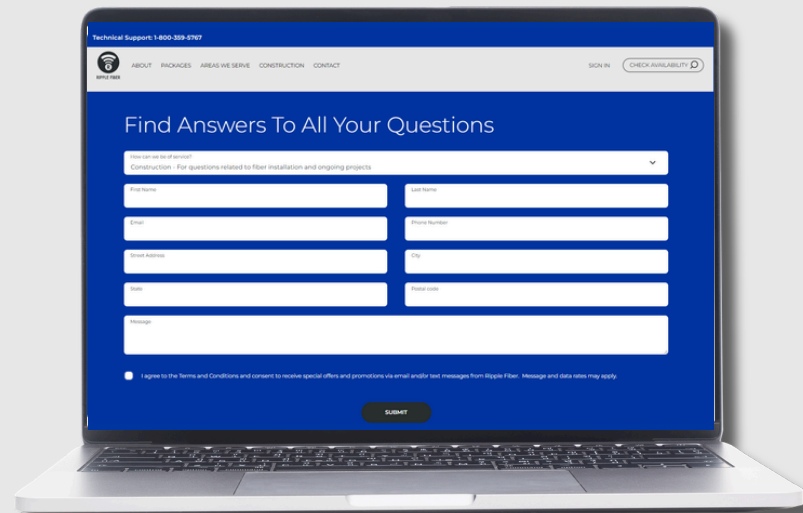
## You have a concern?

We have an enhanced ticketing system to track and follow up on any issues related to:

- Construction
- Service
- Sales

It is our goal to restore any disrupted yards to their pre-construction condition or better.

- Log directly through our website
- Assigns and dispatches our Restoration Team
- Tracks the ticket through repair



To contact our team or to log a ticket visit [ripplefiber.com/contact](https://ripplefiber.com/contact) or scan the QR code



# Resident Communications

## Pre-Construction / Generating Awareness

- Door hanger - Placed on front doors within build area (minimum of 1) – provides notice to residents and how to relay any concerns
- Pre-construction letters - Two letters distributed via direct mail within two weeks of build start – first letter provides notice to residents, while second letter provides further information about work within easements
- Black flags - Offered with Construction door hanging and ordered through our website – allows for residents to ensure hidden yard obstacles are clearly marked
- Ribbon cutting event & press release - Hosted in partnership with Chamber of Commerce – highlights local presence and provides opportunity for media outlets to share project
- HOA events - Hosted in partnership with in-network neighborhoods – allows for hyperlocal communication
- Meta ads - Initiated upon build approval – promotes initial awareness in new markets via social media advertising



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# Resident Communications

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## Construction

- Groundbreaking event & press release - Hosted to honor construction start – offers opportunity to community leaders to celebrate milestone and provides opportunity for media outlets to share project update
- HOA events - Hosted in partnership with in-network neighborhoods – allows for hyperlocal communication
- Meta ads - Updated to align with next phase of project – promotes awareness via social media advertising
- Postcard - Distributed via direct mail within two weeks of build start – provides notice to residents and shares what to expect during process
- Construction Cards - Distributed by construction crews, provides homeowners the contact details for regional team



# Resident Communications

## Go Live

- Meta ads - Updated to align with next phase of project – promotes awareness via social media advertising
- Postcard - Distributed via direct mail within two weeks of build completion – provides notice to residents and how to order service
- Door hanger - Placed on front doors within build area – provides notice to residents and how to order service
- Live network event & press release - Hosted to honor live network – offers opportunity for residents to meet team and ask questions, while providing opportunity for media outlets to share project milestone
- HOA events - Hosted in partnership with in-network neighborhoods – allows for hyperlocal communication
- Door to door sales - Allows homeowners to ask questions, learn more about fiber and sign up directly with our team

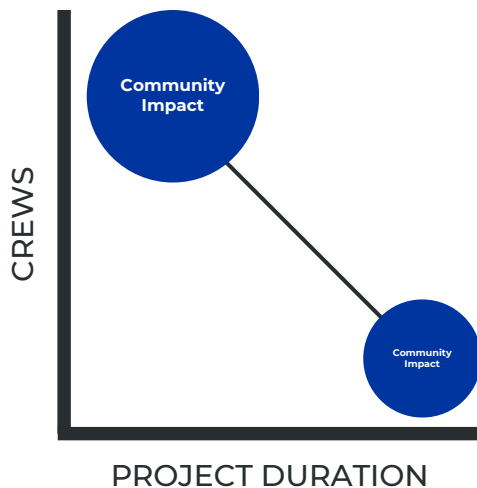


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# Project Success Considerations

## Key Questions:

- What was your last major infrastructure project?
- What is your current locate capacity?
- What is your priority?
  - Project speed? Community impact?
  - The number of crews in the field directly correlates with the project duration, and overall impact to the community



Construction Approach	✓ Pros	✗ Cons
<b>Micro Trenching</b>	<ul style="list-style-type: none"> <li>• Highest network reliability</li> <li>• Lowest community disruption</li> <li>• Lowest impact to existing utilities</li> </ul>	<ul style="list-style-type: none"> <li>• Higher Cost</li> <li>• Greater impact to traffic</li> </ul>
<b>Boring</b>	<ul style="list-style-type: none"> <li>• Shortest project duration</li> </ul>	<ul style="list-style-type: none"> <li>• Increased community disruption</li> <li>• Greater environmental impact</li> </ul>
<b>Aerial</b>	<ul style="list-style-type: none"> <li>• Lowest Cost</li> <li>• Lowest Environmental Impact</li> </ul>	<ul style="list-style-type: none"> <li>• Dependent on 3rd party timeline</li> <li>• Long term aesthetics</li> </ul>

## Take-Aways/Next Steps:

- Proposed Timeline
- Your communications



# Contact

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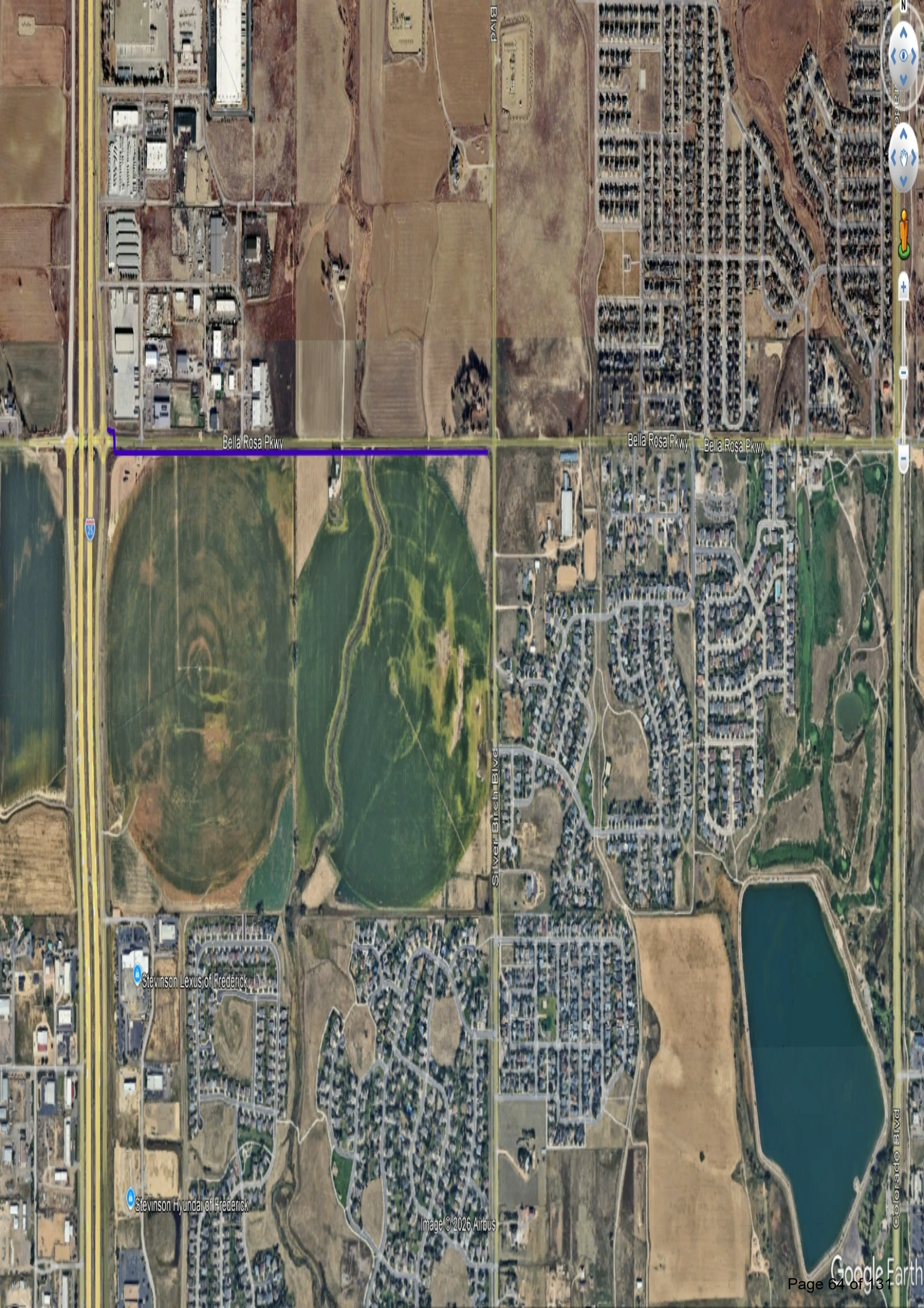
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RIPPLE FIBER®

**THANK YOU**



Bella Rosa Pkwy

Bella Rosa Pkwy

Bella Rosa Pkwy

Silver Birch Blvd

Colorado Blvd

Stevinson Lexus of Frederick

Stevinson Hyundai of Frederick

Image © 2026 Airbus

Google Earth





Built On What Matters

# TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

Windi Padia, Mayor Pro Tem  
Matt Hickman, Trustee  
Mark Lamach, Trustee

Adam Mahan, Trustee  
Kevin Brown, Trustee  
Ryan Antonio, Trustee

## **Resolution 26-R-31 Frederick and CVPRD Intergovernmental Agreement**

**Agenda Date:** Board of Trustees June 3, 2026

**Attachments:**

1. 26-R-31 Approving IGA CVPRD FRED
2. Frederick and CVPRD IGA - 2026 - Final Draft
3. Resolution - CVPRD FRED IGA
4. CVPRD IGA - Action Agenda Presentation - 06032026

**Reviewed By:** Bryan Ostler, Town Manager

### **Action Type**

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

### **Strategic Plan Alignment:**



#### **Strategic Priority 1: Transparent & Strategic Governance**

Frederick will lead with transparency, accountability, and strategic decision-making to ensure municipal services exceed community expectations and exemplify that Frederick is Built on What Matters.



#### **Strategic Priority 3: Safe & Resilient Community**

– Frederick will ensure a safe, prepared, and resilient community through

strong public safety partnerships, proactive planning, and programs that support community well-being.

### **Summary Statement:**

The Board will consider approval of an Intergovernmental Agreement between the Town of Frederick and the Carbon Valley Parks and Recreation District, generally governing the joint-use of Town parks and open spaces for recreational programming.

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

The purpose of this memorandum is to provide an overview of the proposed Intergovernmental Agreement (IGA) between the Town of Frederick and the Carbon Valley Parks and Recreation District and to highlight key elements of the partnership in advance of the Board's consideration of approval.

### **Timeline of the Agreement's Drafting**

- Existing IGA expired on December 31, 2024, with the Town and the District continuing existing services under that Agreement's general terms without disruption.
- District Staff and Town Staff have jointly reviewed the Agreement on multiple occasions, with all conditions jointly resolved prior to this work session and consideration for adoption.
- The PROST Commission and CVPRD Board of Director's held a joint work session in November 2025 to discuss this IGA and other outdoor recreational partnerships moving forward.
- The PROST Commission adopted a Resolution of Support for the Board of Trustees to adopt this IGA on **April 8, 2026**.
- CVPRD's Board of Directors approved this IGA on **April 15, 2026**.
- The Board of Trustees received this information at a Work Session on **May 6, 2026** and recommended no changes to the IGA at that time.

### **Purpose of the Agreement**

- Establishes a formal partnership between the Town and the District to coordinate parks, recreation facilities, and programming.
- Aims to maximize community benefit while avoiding duplication of services, costs, and efforts.
- Reflects a unique shared-service model between two public entities serving the same residents and taxpayers.

### **Overall Partnership Structure**

- **Town:** Focus on parks, trails, open space development, and maintenance.
- **District:** Focus on recreation programming, scheduling, and activity management.
- Reinforces continued collaboration while allowing each entity to operate within its core expertise.
- Supports long-term coordination in planning, service delivery, and capital improvements.

### **Shared Use of Facilities**

- Establishes a framework for **joint use of Town-owned parks and facilities** for recreation activities.
- Enables District programming (youth, adult, and community events) to occur on Town facilities.
- Clarifies that the Town maintains ownership and primary control of facilities.

### **Roles and Responsibilities**

#### Town

- Maintain parks and physical infrastructure (e.g., landscaping, irrigation, capital assets).
- Coordinate development and ensure new areas are referred for incorporation into the District when appropriate.

#### District

- Manage recreation programming, events, and scheduling coordination.
- Provide operational support during events (e.g., staffing, setup, cleanup).
- Both parties coordinate on planning, communication, and service alignment.

### **Scheduling and Use Priorities**

- Town retains **first priority** for facility use (e.g., Town events).
- District has **second priority** for recreation programming and events.
- Remaining availability is open to third-party use through Town processes (e.g., Special Event Permits, Park Shelter Reservations).
- Encourages coordination to minimize conflicts and optimize facility use.

### **Financial and Operational Approach**

- No direct exchange of funds for routine use; each party funds its respective responsibilities.

- District retains revenues from its programming unless otherwise agreed.
- Emphasizes **efficient use of shared public resources** to benefit taxpayers.

### **Employee Wellness Benefit**

- District provides **free access to recreation facilities** for eligible Town employees and dependents.
- Supports employee wellness and may help reduce long-term healthcare costs.

### **Capital Planning and Coordination**

- Requires ongoing coordination on future capital improvements and potential joint projects.
- Encourages joint planning discussions and collaboration on grant opportunities.

### **Liability and Risk Management**

- Each party is responsible for its own operations and activities.
- Mutual indemnification provisions and insurance requirements are established to manage risk.

### **Term and Flexibility**

- Agreement runs through **December 31, 2030**, with the option to extend for an additional five-year term.
- Subject to annual review and can be terminated with notice under defined conditions.
- Allows for future amendments and additional agreements as needed.

### **Key Takeaway**

- This IGA formalizes a **collaborative, efficient, and complementary partnership** that reflects the unique relationship between the Town and the District. Positions both entities to better serve shared residents through coordinated services, strategic planning, and responsible use of taxpayer resources.

### **Legal Comments:**

This Resolution and Intergovernmental Agreement have been reviewed by the Town Attorney's Office.

### **Alternatives/Options**

The Board may consider adoption of this Resolution as presented by Staff.

The Board may alternatively adopt this Resolution with conditions.

The Board may alternatively deny this Resolution and direct Staff to make suggested changes.

### **Financial Considerations**

This Intergovernmental Agreement does not directly appropriate Town funds.

### **Staff Recommendation**

Staff recommends approval of the Resolution, approving the Intergovernmental Agreement and authorizing the Mayor to execute the Agreement.

### **Community Impact**

A shared-service model leads to lower financial resource allocation overall, which allows resources of both entities to be allocated directly to other programs and services. Additionally, residents will continue to see formal programming at many neighborhood and regional parks and most importantly, there will be continued opportunities for local youth to participate in their hometown.

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 26-R-31**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
TOWN AND THE CARBON VALLEY PARKS AND RECREATION  
DISTRICT REGARDING JOINT FIELD USE AND OTHER  
MISCELLANEOUS PROVISIONS**

**WHEREAS**, the Board of Trustees of the Town of Frederick, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of Frederick, Colorado, and;

**WHEREAS**, the Board has been presented with an Intergovernmental Agreement (“IGA”) with the Carbon Valley Parks and Recreation District (“CVPRD”) for joint field use and other miscellaneous provisions, and;

**WHEREAS**, the community benefits from the collaboration between the Town and CVPRD to provide recreation programming at Town parks, and;

**WHEREAS**, the Town and CVPRD have partnered for several years through an intergovernmental agreement, and

**WHEREAS**, the Town and CVPRD are desirous to continue the cooperative relationship for the benefit of both entities and the community, and;

**WHEREAS**, an updated IGA is necessary and beneficial to ensure the understanding of the parties and efficient recreational services; and

**WHEREAS**, through Colorado Revised Statutes § 29-1-201, *et seq.*, Colorado governmental entities have the authority to cooperate and contract with one another.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Frederick, Colorado:

- 1) The Intergovernmental Agreement between the Town of Frederick and the Carbon Valley Parks and Recreation District for joint field use and other miscellaneous provisions attached hereto as **Exhibit A** is hereby approved.
- 2) The Mayor is authorized to execute the Agreement.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 3RD DAY OF JUNE 2026.**

**ATTEST:**

**TOWN OF FREDERICK**

By: \_\_\_\_\_  
Tricia David, Town Clerk

By: \_\_\_\_\_  
Tracie Crites, Mayor

**EXHIBIT A**

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

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

**1. Recitals**

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

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

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

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

## **2. Scope of Agreement**

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

subsequent to this Agreement.

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

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

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

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

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

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

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

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

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

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

## 5.2 ***Concessions***

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

## 5.3 ***Restroom Facilities***

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

## 5.4 ***Site Supervisor***

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

## 5.5 ***Maintenance***

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

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

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

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

## **5.6 *District Equipment***

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

## **5.7 *Capital Improvements***

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

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

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

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

and potential capital improvements.

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Scheduling**

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

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

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

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

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

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

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

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

## **7.0 Liability**

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

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

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

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

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

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

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

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

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

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

## **8. Choice of Law**

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

## **9. Notices**

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

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

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

## **10. Communications**

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

## **11. Term**

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

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

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

## **12. Miscellaneous Provisions**

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

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

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

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

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

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

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

of the governing bodies of the Parties.

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

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

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

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

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

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

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

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

**TOWN OF FREDERICK**

**CARBON VALLEY PARKS AND  
RECREATION DISTRICT**

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

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

**ATTEST:**

**ATTEST:**

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

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

Approved as to Form

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

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

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

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

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

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

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

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

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

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


1. The P.R.O.S.T. Commission offers this Resolution of Support to the Mayor and Board of Trustees and recommends adoption of the Intergovernmental Agreement between the Town of Frederick and the Carbon Valley Parks and Recreation District dated June 3, 2026, generally governing the cooperative use of Town lands for local recreational programming.
2. The P.R.O.S.T. Commission further recommends the Carbon Valley Parks and Recreation District Board of Directors continue to seek advantageous partnerships with the Town of Frederick for the long-term betterment of the community, in particular in the areas of outdoor recreational opportunities and financial stewardship.

**INTRODUCED, READ, PASSED AND SIGNED THIS 8th DAY OF APRIL, 2026.**

**TOWN OF FREDERICK**

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

**ATTEST:**

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



# Town of Frederick and Carbon Valley Parks and Recreation District – Intergovernmental Agreement

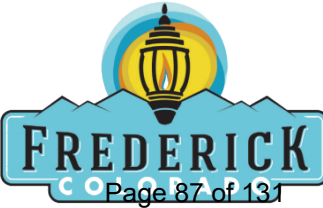
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Colby Johnson – Parks and Open Space Director, Town of Frederick

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BUILT ON WHAT MATTERS

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# Strategic Plan



- **Transparent & Strategic Governance**

- Frederick will lead with transparency, accountability, and strategic decision-making to ensure municipal services exceed community expectations and exemplify that Frederick is Built on What Matters.



- **Safe & Resilient Community**

- Frederick will ensure a safe, prepared, and resilient community through strong public safety partnerships, proactive planning, and programs that support community well-being.



## *Item Agenda*

- Action Requested
- Go Outdoors Frederick Alignment
- Timeline
- IGA Terms
- Community Impact
- Staff Recommendation
- Motions



## *Action Requested*

- Approval of Resolution 26-R-31
  - Approves the IGA
  - Authorizes the Mayor to sign

# Go Outdoors Frederick Alignment

## COMMUNITY OBJECTIVES

- 
**OBJECTIVE #1**  
 INVEST IN THE CARE OF EXISTING LANDS AND AMENITIES FIRST
- 
**OBJECTIVE #2**  
 INCREASE SHADE
- 
**OBJECTIVE #3**  
 SET AND ENFORCE STANDARDS FOR PARKS, OPEN SPACES AND TRAILS IN NEW DEVELOPMENT
- 
**OBJECTIVE #4**  
 EXPAND THE TRAIL SYSTEM AND CLOSE EXISTING GAPS
- 
**OBJECTIVE #5**  
 BUILD OUT THE REGIONAL PARKS
- 
**OBJECTIVE #6**  
 EXPAND ACCESS TO RECREATION AND NATURE-BASED PROGRAMS



BUILT ON WHAT MATTERS



## *Timeline*

- December 31, 2024 – IGA expired
- April 2025 – New IGA drafted
- November 2025 – Joint CPVRD & PROST Work Session
- April 2026
  - 8<sup>th</sup> – PROST Resolution of Support
  - 15<sup>th</sup> – CVRPD Board of Directors Adoption
- May 6, 2026 – BOT Work Session
- **June 3, 2026 – BOT Consideration of Adoption**



## *Purpose of the Agreement*

- Continues a formal partnership between the Town and the District to coordinate parks, recreation facilities, and programming
  - **Joint field use**
- Aims to maximize community benefit while avoiding duplication of services, costs, and efforts
- **Reflects a unique shared-service model between two public entities serving the same residents and taxpayers**



# *Roles and Responsibilities*

- **Town**

- Maintain parks and physical infrastructure (fields, irrigation, capital assets)
- Ensures new residential development is referred to the District for incorporation

- **CVPRD**

- Manage recreational programming and events (not Golf or Town Events)
- Provide operational support during events (staffing, cleanup, setup)
- Provide family membership to Rec Center for Town employees

- **Joint**

- Program planning, communication, long-term capital planning



## *Exclusive Use Priorities*

- **First**
  - Town – Town events, long-term maintenance
- **Second**
  - CVPRD – Recreational programming and events
- **Third**
  - Third-party use – Special Event Permits and Shelter Reservations



## *Term and Misc.*

- Expires **December 31, 2030** with a five-year extension upon mutual agreement
  - Subject to annual review
  - Allows for amendment
  - Termination upon written notice or mutual agreement
- No funds exchanged
- Risk management through each party



## *Community Impact*

- A shared-service model leads to lower financial resource allocation overall, which allows resources to be allocated directly to other programs and services
- Frederick residents will continue to see formal programming in many neighborhood and regional parks
- Continued opportunities for local youth to participate in their hometown



## *Staff Recommendation*

- Staff recommends approval of the Resolution as presented by Town Staff



## *Motions*

- **Approval:**

- I move to approve Resolution 26-R-31, which approves the Intergovernmental Agreement between the Town of Frederick and the Carbon Valley Parks and Recreation District and authorizes the Mayor to execute the Agreement

- **Approval with conditions:**

- I move to approve Resolution 26-R-31, which approves the Intergovernmental Agreement between the Town of Frederick and the Carbon Valley Parks and Recreation District and authorizes the Mayor to execute the Agreement with the following conditions: (list conditions)

- **Denial:**

- Direct staff to take the IGA back to draft or otherwise at your discretion



Built On What Matters

# TOWN OF FREDERICK

## Board of Trustees

### Staff Report

Tracie Crites, Mayor

Windi Padia, Mayor Pro Tem  
Matt Hickman, Trustee  
Mark Lamach, Trustee

Adam Mahan, Trustee  
Kevin Brown, Trustee  
Ryan Antonio, Trustee

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### Ordinance 1417 Parks and Open Space Use Regulations Update

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**Agenda Date:** Board of Trustees June 3, 2026

**Attachments:**

1. Ordinance Parks and Open Space Update 5-19-26
2. Resolution - FMC POST Update 05132026
3. POST Use Regulations - 06172026

**Reviewed By:** Bryan Ostler, Town Manager

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### **Action Type**

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

### **Strategic Plan Alignment:**



#### **Strategic Priority 1: Transparent & Strategic Governance**

Frederick will lead with transparency, accountability, and strategic decision-making to ensure municipal services exceed community expectations and exemplify that Frederick is Built on What Matters.



#### **Strategic Priority 3: Safe & Resilient Community**

– Frederick will ensure a safe, prepared, and resilient community through strong public safety partnerships, proactive planning, and programs that support community well-being.

### **Summary Statement:**

Town Staff are asking the Board of Trustees to consider the adoption of an Ordinance updating the Town of Frederick's Municipal Code governing the public use of parks and open spaces, specifically related to curfew, camping, open fires, special event permitting, shelter reservation permitting and littering.

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

The purpose of this Ordinance is to update some of the park and open space use regulations in the Frederick Municipal Code that have been identified by Town Staff and the community, through unrelated engagement efforts and the normal course of communicating with our neighbors, as a priority. It is the intent of Town Staff to bring additional updates to the Board for consideration in the near future.

These updates act in three primary ways. First, they clarify and codify existing administrative procedures. Regulations for this include updates to definitions and to special event and park shelter reservation permitting. Second, they prescribe new regulations for the use of parks that generally allow staff to proactively communicate undesirable actions and behaviors to the community, before they become a persistent issue. This includes regulations on camping and open fires. Finally, they modify existing regulations to align with best management practices in the parks and recreation space. This includes regulations on curfew and littering.

Multiple Departments have been involved in the drafting of these updates, including Parks, Public Works, Police and the Town Attorney and Town Manager's Offices. The PROST Commission was also involved in the drafting of these regulations, including a Work Session in March and adopting a Resolution of Support in May, which is included with this item. The Board of Trustees had a Work Session in April on these regulations, and the changes from that Work Session to this Ordinance includes the removal of a prohibition of horses on Town trails and removal of modifications to the use of e-bikes. Both of those items require additional engagement.

Community engagement for these changes will be primarily in the form of updated signage throughout the park system. Because there are additional considerations for changes in the near future, Staff will likely modify the existing signage rather than completely replace as an interim condition. However, the primary change that will impact the community will be to curfew, which Parks will partner with Communications to proactively address through various channels once the changes are effective and the signage has been updated.

### **Legal Comments:**

The Town Attorney's Office has reviewed the proposed updates to Municipal Code and the Ordinance.

### **Alternatives/Options**

The Board may adopt this Ordinance as presented by Staff.

The Board may adopt this Ordinance as presented by Staff with conditions at the discretion of the Board. Some examples could include, but are certainly not limited to: additional regulations, removal of any of these regulations or a longer effective date.

The Board can deny this Ordinance by directing Staff to take the regulations back to a draft change and to make modifications or stop moving forward on this effort.

### **Financial Considerations**

There are only minor financial considerations which includes updates to park signage, which Staff estimates at under \$1,000 for this round and would be absorbed by the Parks Department's Operating Budget. Future updates to regulations may require new signs, which would cost significantly more.

### **Staff Recommendation**

Staff recommends the Board adopt this Ordinance as proposed.

### **Community Impact**

The community can expect clearer and more modern regulations, alignment between Code and current operational procedures, improved understanding and voluntary compliance as well as continued investments in safe, welcoming public spaces.

**ORDINANCE NO. 1417**

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING PORTIONS OF THE TOWN OF FREDERICK MUNICIPAL CODE AND CREATING CHAPTER 12 OF THE TOWN OF FREDERICK MUNICIPAL CODE, REGARDING PUBLIC USE OF PARKS AND OPEN SPACE**

**WHEREAS**, the Town of Frederick is a statutory municipality created and organized pursuant to Title 31, Colorado Revised Statutes; and,

**WHEREAS**, the Town of Frederick has authority, pursuant to Colorado Revised Statutes § 31-15-401, *et seq.*, and C.R.S. § 31-15-601, *et seq.*, to exercise its police powers to promote and protect the health, safety, and welfare of the community and its inhabitants; and,

**WHEREAS**, Town staff have produced an update to the Town’s Municipal Code regarding public use of parks and open space in coordination with the Town’s Parks and Open Space Department, Planning staff, and Police Department; and,

**WHEREAS**, on April 1, 2026, the Town Board of Trustees held a work session on these proposed regulations and provided feedback that has been incorporated into this Ordinance; and

**WHEREAS**, on May 13, 2026, The Town’s Parks, Recreation, Open Space and Trails Commission (“P.R.O.S.T.”) approved a resolution in support of the proposed regulations in substantially the same form as below.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, AS FOLLOWS:**

**Section 1.** Adoption of Amended Code. The Town of Frederick Board of Trustees hereby adopts the following amendments to the Town of Frederick Municipal Code.

**Section 2.** Underlined language is new. Language that is not marked is current and not being amended.

**Section 3.** Section 10-74, Littering of public and private property, and Section 10-246, Bottles, littering prohibited, of the Town of Frederick Municipal Code, are hereby repealed and replaced in full as follows:

Sec. 10-74. Disposal of litter.

(a) No person shall throw or deposit, or cause or permit to be thrown or deposited, any litter on any public or private property within the Town.

(b) Any person utilizing the facilities of any park, open space, or other public area in the Town shall place in disposal receptacles, where provided, all litter in the possession of such person before leaving the facility. If no disposal receptacle is available, then such person shall carry away the litter in their possession from the area, to be disposed of in a proper and legal manner elsewhere.

(c) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle in violation of this Section, the operator of said motor vehicle is presumed to have caused or permitted the litter to be so thrown, deposited, dropped or dumped therefrom.

(d) "Litter" means all rubbish, waste material, refuse, garbage, trash, debris, or other foreign substances, solid or liquid, of every form, size, kind, and description.

(e) The phrase "public or private property" as used in this section includes, but is not limited to, the right-of-way of any road or highway, any body of water or watercourse, including frozen areas or the shores or beaches thereof, any park, open space, playground or building, any refuge, conservation, or recreation area, and any residential, farm, or ranch properties or timberlands.

**Section 4.** Section 10-184, Camping prohibited, is hereby established as follows:

Section 10-184. Camping prohibited.

(a) No person shall camp within any park, parkway, recreation area, open space, or other Town-owned or managed property.

(b) No person shall camp on any property within the Town without first having obtained:

(1) Permission of the authorized agent or owner of any public property; or

(2) Permission of the authorized agent or owner of private property.

(c) Testimony by a property owner or agent of the persons specified in Subsection (b) of this section that such owner or agent is the person who grants permission to camp upon such property, or that in the course of such owner or agent's duties such owner or agent would be aware of permission and that no such permission was given, is prima facie evidence of that fact.

(d) Refer to Town Land Use Code for further regulation regarding where camping may occur within the Town and applicable standards.

(e) For purposes of this section, “camp” means to reside or dwell temporarily in a place, and conduct activities of daily living, such as eating or sleeping, in such place. The term does not include napping during the day or picnicking. “Camp” does not include temporary residence associated with the performance of a governmental service by emergency responders or relief workers during a disaster emergency, as acknowledged by the Town.

(f) For purposes of this section the phrase “during the day” means from one hour after sunrise until sunset.

(g) For purposes of this section, “public property” means, by way of illustration, but is not limited to, all land, structures, buildings, or areas, or any other public property owned, leased, controlled, or maintained by the Town; a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, open space, recreation area, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets, and culverts; or any other grounds, buildings, or other facilities owned, leased, controlled, or maintained by the Town or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

**Section 5.** Chapter 12 of the Town of Frederick Municipal Code, Parks and Open Space, Article I, Definitions, is hereby established as follows:

#### Chapter 12, Parks and Open Space

#### Article I, Definitions

**Section 6.** Section 12-1, Parks and open space, of Article I of Chapter 12 of the Town of Frederick Municipal Code, is hereby established as follows:

Sec. 12-1. “Parks and open space” means any land or water area that is open to the general public with its surface open to the sky that serves specific uses of providing park and recreation, educational, and scenic opportunities, conserving natural areas, wildlife habitat, agricultural areas, and environmental resources, structuring urban development form, and

protecting areas of agricultural, archeological, or historical significance, and includes trailheads and shelters.

**Section 7.** Article II, Use of Parks and Open Space, of Chapter 12 of the Town of Frederick Municipal Code, is hereby established as follows:

Article II, Use of Parks and Open Space

**Section 8.** Section 12-2, Curfew and public access – Town parks and open space, is hereby established as follows, and section 10-245 of the Town of Frederick Municipal Code, Curfew – parks, is hereby repealed in full:

Sec. 12-2. Curfew and public access – Town parks and open space.

(a) Parks and open space of the Town of Frederick are open for public use between 5 a.m. and 10 p.m., unless otherwise posted.

(b) No person shall remain present at a Town park or open space during hours not designated for public use. This Section is designated noncriminal.

(c) At the discretion of the Town Manager, or designee, a person may remain at a Town park or open space after the curfew hours designated in this Section if granted a permit for such use. The permit shall designate the period of use of the park or open space.

**Section 9.** Section 12-3, Special event permits, Section 12-4, Shelter reservations, and Section 12-5, Fires and heat sources in Town parks and open space, of Article II of Chapter 12 of the Municipal Code, Use of Parks and Open Space, are hereby established as follows:

Sec. 12-3. Special event permits.

(a) Due to impacts to Town roads and traffic, Town lands, emergency services, and sanitation, unless there is a separate agreement in place with the Town, such as an intergovernmental agreement that addresses special events, a special event permit is required for events within the Town on Town-owned or managed parks and open spaces where the general public is invited or if fifty (50) or more people attend an invitation only event. Please refer to the Land Use Code for requirements and limitations for events held on private property.

(b) A special event permit application shall be submitted at least thirty (30) days prior to the event's date. Late application fees, as set by the Town, shall apply to all applications

submitted fewer than thirty (30) days prior to the event. All special event permit applications submitted within fourteen (14) days or fewer of the event's date shall be denied.

(c) The special event permit application fee, as set by the Town, is due at the time of the application. If the special event occurs at any Town-managed or Town-owned property, there will be an additional damage deposit, as set by the Town.

(d) A special event permit application shall include the following:

(1) Site plan map. The site plan map is required for all special event applications and should be at least 8.5"x11" and drawn to scale;

(2) Traffic plan. A traffic plan is only required for any proposed road closure or traffic detour. Town staff will follow up after the special event permit application to determine how many cones and barricades are necessary to meet the standards set in the Manual on Uniform Traffic Control Devices ("MUTCD"). Additional cone and barricade rental deposit fees may be issued following the review of the traffic plan;

(3) Trash and sanitation plan;

(4) Special event alcohol permit, if applicable;

(5) Security plan; and

(6) Bounce house form, if applicable.

(e) Special event permit applications may be referred to the Frederick Firestone Fire Protection District for review and comment at the reviewer's discretion.

(f) The Frederick Firestone Fire Protection District shall be contacted for review and comment if the special event includes:

(1) Tents larger than 100 square feet;

(2) Mobile food vehicle permit; or

(3) Inflatable structures/bounce house permit.

(g) Town-owned parks available for Special Event Permits shall be generally limited to Frederick Recreation Area, Centennial Park, and Crist Park.

#### Sec. 12-4. Shelter reservations.

(a) Shelters located at Town-owned or managed parks or open space are open to the public on a first-come first-served basis unless the facility has been reserved. A reservation gives a patron exclusive use of a specific facility for a specified timeframe. Shelters available for rent are limited to those at Crist Park and Frederick Recreation Area.

(b) Damage deposit and shelter permit fees, as set by the Town, are due at time of reservation. Permit fees are non-refundable. Damage deposits are refundable in whole or part contingent upon the condition of the shelter after the event. No refunds will be given for inclement weather conditions.

(c) If the person by whom the shelter is reserved wishes to allow for consumption of alcohol by those present by invitation at the shelter during the time of the shelter reservation, that person shall complete an alcohol permit application, available on the Town website, and comply with all restrictions of such permit along with all State and local laws.

Sec. 12-5. Fires and heat sources in Town parks and open space.

(a) Building, lighting, or maintaining an open fire within Town parks and open space is prohibited. Grilling is allowed within parks and open space at park shelters only, and only if such heat source is an electric grill or propane grill or stove and the heat source is kept within the grill or stove with a barrier to protect the ground from grease.

(b) Any person utilizing the facilities of any park, open space, or other public area in the Town shall completely extinguish fires for which that person is responsible before leaving such facility.

**Section 10.** Codification Amendments. The codifier of the Frederick Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this ordinance into the Town of Frederick Municipal Code.

**Section 11.** Severability. If any part, section, subsection, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Frederick, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, regardless of the fact that any one part or parts may be declared invalid or unconstitutional.

**Section 12.** Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

**Section 13.** Effective date. This Ordinance shall take effect according to law.

**Section 14.** Certification. The Town Clerk shall certify the passage of this Ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

**INTRODUCED, PASSED, ADOPTED, AND ORDERED PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**TOWN OF FREDERICK**

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

By \_\_\_\_\_  
Tracie Crites, Mayor

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

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO P.R.O.S.T.  
COMMISSION SUPPORTING THE ADOPTION OF UPDATES TO THE FREDERICK  
MUNICIPAL CODE GOVERNING THE USE OF PARKS AND OPEN SPACES**

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

**WHEREAS**, the Board of Trustees are the governing body of the Town of Frederick, Colorado; and,

**WHEREAS**, the P.R.O.S.T. Commission supports periodic updates to the Use Regulations of Parks and Open Spaces, to protect the health and safety of visitors and to properly steward recreational and natural resources; and,

**WHEREAS**, the P.R.O.S.T. Commission encourages Parks and Open Space Department staff to seek community engagement where feasible and these updates reflect the voices heard from the community and additionally clarifies existing administrative procedures.

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


1. The P.R.O.S.T. Commission offers this Resolution of Support to the Mayor and Board of Trustees and recommends adoption of the proposed updates to the Town of Frederick, Colorado Municipal Code, specifically sections 10-74; 10-184; 12-1 through 12-6.
2. The P.R.O.S.T. Commission further recommends that Town Staff, the Commission, the Mayor and Board of Trustees and the community partner on appropriate updates to the Town of Frederick, Colorado Municipal Code governing the use of E-Bikes and similar recreational equipment in the near future, specifically by prioritizing the safety of users of parks, open spaces, trails and the other limited multi-modal transportation opportunities.

**INTRODUCED, READ, PASSED AND SIGNED THIS 13<sup>th</sup> DAY OF MAY, 2026.**

**TOWN OF FREDERICK**

By:  \_\_\_\_\_  
Erin Fosdick, Vice Chairperson

**ATTEST:**

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



# Parks and Open Space Use Regulations

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Colby Johnson – Parks and Open Space Director, Town of Frederick

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BUILT ON WHAT MATTERS

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# Strategic Plan



- **Transparent & Strategic Governance**

- Frederick will lead with transparency, accountability, and strategic decision-making to ensure municipal services exceed community expectations and exemplify that Frederick is Built on What Matters.



- **Safe & Resilient Community**

- Frederick will ensure a safe, prepared, and resilient community through strong public safety partnerships, proactive planning, and programs that support community well-being.



## *Item Agenda*

- Action Requested
- Go Outdoors Frederick Alignment
- Timeline
- Regulations
- Community Impact
- Staff Recommendation
- Motions



## *Action Requested*

- Approval of Ordinance 1417
  - Updates Frederick Municipal Code sections pertaining to the use of Town parks and open spaces

# Go Outdoors Frederick Alignment

## COMMUNITY OBJECTIVES

- 
**OBJECTIVE #1**  
**INVEST IN THE CARE OF EXISTING LANDS AND AMENITIES FIRST**
- 
**OBJECTIVE #2**  
**INCREASE SHADE**
- 
**OBJECTIVE #3**  
**SET AND ENFORCE STANDARDS FOR PARKS, OPEN SPACES AND TRAILS IN NEW DEVELOPMENT**
- 
**OBJECTIVE #4**  
**EXPAND THE TRAIL SYSTEM AND CLOSE EXISTING GAPS**
- 
**OBJECTIVE #5**  
**BUILD OUT THE REGIONAL PARKS**
- 
**OBJECTIVE #6**  
**EXPAND ACCESS TO RECREATION AND NATURE-BASED PROGRAMS**



BUILT ON WHAT MATTERS



## *Timeline*

- **October 2025** – Started discussions internally to update use regulations
- **January 2026** – Joint PROST with Firestone, discussed use regulations
- **March 2026** – PROST Work Session, recommended changes to draft regulations
- **April 2026** – BOT Work Session, directed holding off on e-Bikes pending engagement
- **May 2026** – PROST Action, Resolution of Support for FMC changes
- **June 2026** – BOT Action, adopt Ordinance XXXX
- **July 2026** – Effective date of new regulations



## *Purpose of the Proposed Updates*

- Improve clarity and consistency of Town regulations
- Align Code with current operational best practices
- Proactively address behaviors impacting parks and open space
- Support clean, safe and welcoming public spaces



# *Codifying Existing Administrative Procedures*

- **Focus Areas** – Special Event Permit and Shelter Reservations
  - Formalizes procedures utilized currently
  - Clarifies procedures for residents and event organizers, but allows administrative process adjustments for best practices
  - Codification allows for education and/or enforcement if an event occurs without one, which does not currently exist



# *Updates to Existing Regulations*

- **Focus Areas - Littering and Curfew**
- Littering
  - Clarifies definition for enforcement
- Curfew
  - Updates hours to align with public use
  - Sunset to Sunrise → 5:00am to 10:00pm



# ***New Regulations Addressing Emerging Concerns***

- **Focus Areas – Open Fires and Camping**
- **Camping**
  - Prohibited without permission
- **Open Fires**
  - Prohibited – Grilling allowed at shelters with propane only



## *PROST Resolution of Support*

- The P.R.O.S.T. Commission offers this Resolution of Support to the Mayor and Board of Trustees and recommends adoption of the proposed updates to the Town of Frederick, Colorado Municipal Code, specifically sections 10-74; 10-184; 12-1 through 12-6.
- The P.R.O.S.T. Commission further recommends that Town Staff, the Commission, the Mayor and Board of Trustees and the community partner on appropriate updates to the Town of Frederick, Colorado Municipal Code governing the use of E-Bikes and similar recreational equipment in the near future, specifically by prioritizing the safety of users of parks, open spaces, trails and the other limited multi-modal transportation opportunities.



## *Community Impact*

- Clearer and more modern regulations
- Alignment between Code and current operations
- Improved public understanding and voluntary compliance
- Continued investment in safe, welcoming public spaces



## *Staff Recommendation*

- Staff recommends approval of the Ordinance as proposed



## *Motions*

- **Approval:**

- I move to approve Ordinance 1417, which provides updates to Frederick Municipal Code for the use of parks and open spaces

- **Approval with conditions:**

- I move to approve Ordinance 1417, which provides updates to Frederick Municipal Code for the use of parks and open spaces with the following conditions: (list conditions)

- **Denial:**

- Direct staff to take back to draft or otherwise at your discretion



Built On What Matters

# TOWN OF FREDERICK Board of Trustees Staff Report

Tracie Crites, Mayor

Windi Padia, Mayor Pro Tem  
Matt Hickman, Trustee  
Mark Lamach, Trustee

Adam Mahan, Trustee  
Kevin Brown, Trustee  
Ryan Antonio, Trustee

**Resolution No. 26-R-32 supporting Senate Bill No. S4505 reference a bill to require the United States Postal Service to designate zip codes for certain communities.**

**Agenda Date:** Board of Trustees June 3, 2026

**Attachments:**

1. 26-R-32 Supporting S.4505 - Zip Codes
2. USPS\_Boundary\_Review\_Handout\_2026

**Reviewed By:**

## **Action Type**

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

## **Strategic Plan Alignment:**



### **Strategic Priority 1: Transparent & Strategic Governance**

Frederick will lead with transparency, accountability, and strategic decision-making to ensure municipal services exceed community expectations and exemplify that Frederick is Built on What Matters.

## **Summary Statement:**

Having a unique ZIP Code would provide needed financial resources for Frederick's infrastructure and allow for an efficient and accurate mode of operation within the Town.

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

Towns and cities without their own unique ZIP Codes often face a range of negative consequences. These include reduced economic development opportunities, loss of sales tax revenue, elevated insurance premiums, and complications with tax remittance and commercial licensing. Additionally, public safety is often compromised, as emergency responders may experience delays or confusion, leading to slower response times. This is a particular concern for our community, as there have been instances where first responders have mistakenly gone to the wrong streets due to ZIP Code issues. Ironically, the only ZIP code that is unique to Frederick is the more historic part of the community, which is not where the growth is occurring. This results in an increasing number of households or businesses that will ultimately not have a Frederick ZIP code.

In Frederick, over 4,000 households are assigned to the Longmont ZIP Code (80504), and more than 2,000 households have the Erie ZIP Code (80516). This situation has the potential to cause a conservative estimate of \$1.5 million in lost sales tax revenue, as purchases made by Frederick residents are allocated outside our town. Additionally, many Frederick businesses have asked to be able to list Frederick as their mailing address as this correctly reflects their identity versus another community.

Senate bill S.4505 Senators Joni Ernst (R-IA), Alex Padilla (D-CA), John Barrasso (R-WY), and Michael Bennet (D-CO) have jointly introduced S.4505, which combines the two previous S.1455 and S.2961 bills into a single piece of legislation. This is huge news according to our lobbyist team in DC and a very positive movement! Thus, while working through the existing process, staff have been concurrently working with our regional and Federal partners to form a coalition on this subject. This bill, if approved, would direct the creation of a unique, dedicated ZIP code for addresses within the municipal boundaries of Frederick.

### **Legal Comments:**

There is still a long road ahead for this bill. The bill is currently still in the Homeland Security and Government Affairs Committee; It is anticipated a vote could happen later in the session but must occur before the end of the session (January 2027) or the bill "dies" for failure to receive enough votes to move on. If the Board of Trustees are so inclined to approve this resolution of support, this would be added to the other municipalities across Colorado and the U.S. that are listed to benefit from receiving a dedicated ZIP code. If approved, there would be logistics required to work with those affected to adopt the revised mailing address, coordinate with emergency services and others to ensure a smooth transition.

### **Alternatives/Options**

Another alternative would be to take no formal position on this bill. Doing this would send a message that perhaps Frederick is not supportive of this proposed measure and could give cause to remove Frederick from the list of communities that would have a

new ZIP code created (if approved). This would result in essentially the status quo remaining. For this reason, staff do not recommend this alternative.

### **Financial Considerations**

There is no financial impacts at this time. If the bill is approved and is ultimately enacted, there may be some nominal costs associated with coordinating with our partners and the community on the new changes and how to ensure a smooth transition.

### **Staff Recommendation**

The staff recommendation is to approve this resolution as presented. Staff have worked with the coalition of other municipalities both inside Colorado and across the Country to develop this resolution with the intention of submitting it to our congressional delegation as soon as possible.

### **Community Impact**

Having a unique ZIP Code would provide numerous benefits, particularly in ensuring that the sales taxes paid by our residents are directed back into our community. It would also play a crucial role in helping Frederick build the infrastructure needed to accommodate future growth and meet the demands of our residents.

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 26-R-32**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
FREDERICK, COLORADO, IN SUPPORT OF SENATE BILL, S.B. S4505**

**WHEREAS**, the Town of Frederick (the “Town”) Shares Zoning Improvement Plan (“Zip”) Codes 80504, 80516, and 80530 with neighboring jurisdictions, causing various challenges for the Frederick community, including issues related to address mismatches, business attraction, community identity, election confusion, emergency management, insurance premium rate increases, mail delivery, and loss of sales tax revenue; and

**WHEREAS**, the Town wishes to continue to partner with Senators and Congressmembers in the United States Senate to introduce and support Senate Bill S.4505, which supports the Town’s independent ZIP code advocacy efforts; and

**WHEREAS**, bipartisan Senators have introduced Senate Bill S.4505 in an effort to combine two previous bills into a single piece of legislation addressing the need for ZIP code designation for certain communities; and

**WHEREAS**, the 119<sup>th</sup> Congress began on January 3, 2025, and will end on January 2, 2027; and

**WHEREAS**, the Town will be granted a unique and independent ZIP code if S. 4505 is signed into law, which will greatly assist in ameliorating the challenges set forth above.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1. Approval of Resolution.** The Board of Trustees wishes to approve Resolution 26-R-32 in support of Senate Bill S.4505 and authorizes the Mayor to sign the same.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

RESOLUTION 26-R-XX

[SIGNATURE PAGES TO FOLLOW]

**INTRODUCED, READ, PASSED, AND SIGNED THIS 3RD DAY OF JUNE, 2026.**

TOWN OF FREDERICK,  
COLORADO

By: \_\_\_\_\_  
**Tracie Crites, Mayor**

ATTEST:

By: \_\_\_\_\_  
**Tricia David, Town Clerk**

RESOLUTION 26-R-XX

# USPS ZIP Code Boundary Review Process



## Step-by-Step Municipal Guide

Requesting a ZIP Code boundary review from the United States Postal Service (USPS) is a formal proposal process evaluated internally by USPS. This handout provides a practical overview of the review and appeal process for municipalities.

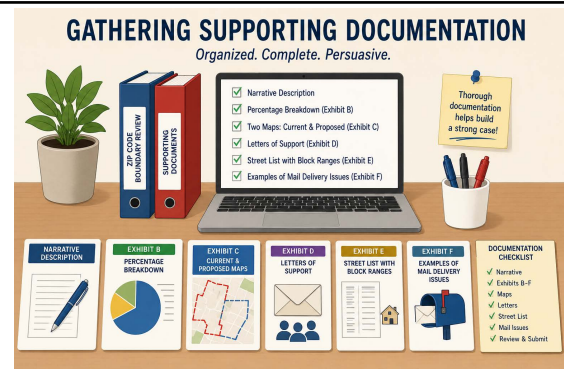
### 1. Confirm the Need for a Change

- Loss of Sales Tax Revenue
- Frequent mail delivery issues or incorrectly routed mail
- Community growth or new economic development
- Confusion caused by multiple ZIP Code boundaries
- Emergency response delays caused by incorrect dispatch routing
- Residents traveling to neighboring towns for postal services



### 2. Gather Supporting Documentation

- Narrative explanation describing the request
- Household percentage breakdown by ZIP Code
- Current and proposed boundary maps
- Letters of support from residents and local officials
- Street names, block ranges, and address lists
- Examples of mail delivery issues



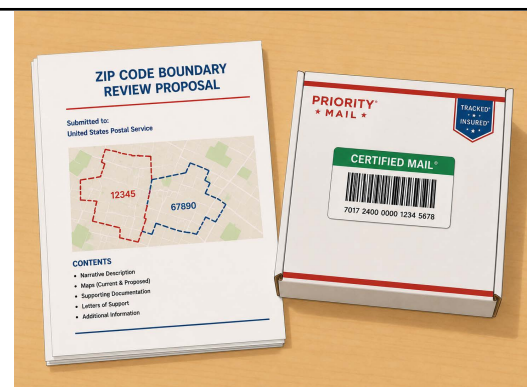
### 3. Contact Your Local Post Office

- Meet with the local Postmaster
- Explain the request for a ZIP Code Boundary Review
- Request District Manager contact information
- Ask for guidance navigating the process



### 4. Submit a Formal Written Proposal

- Include justification for the request
- Attach all supporting documentation and exhibits
- Clearly describe the proposed boundary changes
- Send materials by registered mail
- Follow up regularly with USPS representatives



## 5. USPS Review Decision

- USPS will issue a written decision by mail
- ZIP Code changes are uncommon and may be denied
- Denied requests may proceed to the appeal process



## 5. IF THE REQUEST IS DENIED

An appeal must be filed within 45 days of the district manager's decision



## 6. Appeal Process

- Appeals must be filed within 45 days of the decision
- Restate the need for the requested change
- Clarify or supplement missing information
- Appeal reviews may take up to 60 days



## 7. Appeal Mailing Address

Manager, Rural Strategy and Transportation  
United States Postal Service  
475 L'Enfant Plaza SW, Room 7416  
Washington, D.C. 20260-7340



## ★ IMPORTANT NOTES ★

**1** Zip Codes are designed for mail delivery efficiency; not political or geographic boundaries.



**2** USPS does not change ZIP Codes based on prestige, school districts, or real estate values.



**3** The process can take months or longer, with no guarantee of approval.



**4** Thorough documentation and persistent communication are key.

