



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, August 9, 2022

6:00 PM

Livestreaming of the Board of Trustees meetings have been transitioned to a livestream on the Town of Frederick website. Livestream can be accessed on the Town of Frederick's Website at www.frederickco.gov/civicmedia

Public Comment will only be taken in person unless an accommodation is requested through the Town Clerk's Office. If you require an accommodation or have questions about making public comment please contact the Town Clerk's Office:

Meghan Martinez
mmartinez@frederickco.gov
720-382-5500

Or

Taylor Kittilson
tkittilson@frederickco.gov
720-382-5500

Built on What Matters.



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, August 9, 2022

6:00 P.M.

**Work Session –
Second Quarter Update: 2022 Strategic Plan, Financial Reports and Capital Plan**

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Public Comment:

This portion of the agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. 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:

A. Administrative Report – Bryan Ostler, Town Manager

B. Clerk Report – Meghan Martinez, Town Clerk

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 member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

C. June 28, 2022 Minutes – Meghan Martinez, Town Clerk

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- D. July 12, 2022 Minutes – Meghan Martinez, Town Clerk
- E. Resolution 22-R-69 Authorizing the Purchase of 20 Units of C-BT Water from H T Land Partners, LLC – Sarah Watson, Engineer
- F. Resolution 22-R-65 Accepting and Granting Utility Easements between the Town of Frederick and Yes Prairie Greens LLC – Sarah Watson, Engineer

Action Agenda:

- G. Resolution 22-R-66 Appointing a Municipal Judge – Jason Meyers, Town Attorney
- H. Resolution 22-R-67 Authorizing the Mayor to Execute the Sixth Amendment to the Eagle Business Park Memorandum of Agreement for Public Improvements – Eli Betz, Engineer
- I. Resolution 22-R-68 Authorizing the Formation of the Miners Park Metropolitan District Nos. 1 and 2 – Ali vanDeutekom, Planning Manager

Discussion Agenda:

- J. Facilities Study – Meghan Martinez, Town Clerk and University Technical Assistant Program

Mayor and Trustee Reports:

Adjournment:



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

Chad TeVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

Second Quarter Update: 2022 Strategic Plan, Financial Report and Capital Projects

Agenda Date: Town Board Meeting – August 9, 2022

Finance Review: Jason Leslie
Deputy Town Manager

Submitted by: Jason Leslie
Deputy Town Manager

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement / Discussion Detail:

On a quarterly basis, Town Staff will present an update on the Strategic Goals, Financial Status, and progress on current Capital Projects. This discussion will provide the Mayor and Board of Trustees vital up-to-date information regarding these key focus areas. Strategic plan information includes both items completed or underway as well as items planned or upcoming.

2022 Strategic Plan Update – Q2

Effective, Efficient & Strategic Government Operations

- Develop a strategy for our current land inventory.
 - o Memo sent to Board in Q2 2022
- Actively pursue Home Rule Status.
 - o Early Q3 2022 work session scheduled to discuss political capital with new Board weighed against other competing needs.

Community and Economic Vitality

- Develop a design for Frederick Recreation Area as a regional park and destination for all mobility's.
 - o Q2 2022 – RFQ for Design Consultant issued
 - o Q4 2023-Q3 2024 – Complete design process
 - o Q2-Q3 2022 Project Advisory Committee is being formed
- Develop and implement a retail attraction strategy.

Built on What Matters.

- o Q2 2022 - Marketing constraints analysis started for sub-area plan
 - o Continue to pursue traditional or alternative grocery opportunities
- Explore revitalization strategies for 5th Street, including a potential cultural center with programming for youth.
 - o Downtown Plan Project kickoff anticipated at the completion of the facilities master plan
 - o Economic Development working with Downtown Colorado Inc. to engage the property/business owners regarding potential revitalization strategies
- Complete an update of zoning code
 - o Q2 2022 – Presented findings to Board and recommended strategy
 - o Q3 2022 – Assemble committee per Board direction
 - o Q2 2022 – Legal research under way based on Board feedback in Q2
 - o Mid-late 2023 – project completion
- Complete an update of the Comprehensive Plan
 - o Q2 2022 – RFQ solicitation process started; staff finishing analysis of proposals
 - o Q3 2022 – Contract award for 12-15-month project

Dynamic, Inclusive & Connected Community

- Complete a community satisfaction survey and establish a regular schedule for surveying the community.
 - o Q2 2022 – Survey completed
 - o Q2 2022 – Present survey results to the board for review
- Continue offering accessible public engagement, including virtual public comment for Board meetings.
 - o Virtual public comments solution - Complete
 - o Potential unfunded position for IT specialist/AV technician to be revisited during 2022

Strategic, Reliable & Sustainable Infrastructure

- Complete a facilities master plan to account for the current needs and looking out 50 years for the future growth needs of the Town.
 - o Present needs analysis to Board in Q3 2022
 - o Exploring opportunities for growth in sub-area plan vicinity
- Develop a sustainable strategy for park maintenance and expansion, using the Parks, Open Space, and Trails Master Plan.
 - o Q2-Q3 2022 – Complete staff analysis and recruit staff
 - o Q2-Q3 2022 – Prepare options for strategic planning retreat regarding staffing, maintenance of existing lands, capital development, future acquisitions and long-term funding
- Complete a golf course master plan.
 - o Master Plan – initial phase is in progress with completion Q4 2022
 - o FRA Master Plan will research additional options for Golf Course expansion
- Complete a water master plan that includes the pursuit of water shares for use in Economic Development.
 - o Water acquisitions continuing through 2022

Safe & Secure

- Continued implementation of 2A
 - Upgraded body camera technology to the newest model. This upgrade also included the newest model of Taser devices.
 - Purchased a forensic technologies 3D digital crime scene scanner.
 - Continuation of hiring more police officers. Currently working on hiring a 4th police officer this year.

Fiscally Responsible Governance

- Bella Rosa moving toward financial self-sufficiency
 - o Golf fee study - Completed
 - o Internal marketing plan – Completed

- o Q3-Q4 2022 – Complete an expense analysis to determine percent subsidy goals

2022 Financial Update – Q2

General Fund

- Revenues are aligned with budgeted expectations
 - o Sales Taxes are a key revenue exceeding budget by 8%
 - o Property Taxes trending toward 99% collection
 - o Strong recurring revenues trending to continue in second quarter
- Expenditures are aligned to budgeted amounts
 - o Staff continue to identify cost sharing/saving opportunities

General Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$13,202,182	\$15,148,950	\$6,413,116	(\$8,735,834)
Expenditures	\$10,206,061	\$15,148,950	\$6,432,067	(\$8,716,883)
Administration	\$1,665,895	\$1,715,650	\$783,742	(\$931,908)
Community & ED	\$640,554	\$1,140,500	\$350,278	(\$790,222)
Human Resources	\$344,901	\$438,000	\$199,564	(\$238,436)
Information Technology	\$713,820	\$1,073,900	\$693,458	(\$380,442)
Finance	\$392,423	\$3,254,750	\$1,433,512	(\$1,821,238)
Police	\$5,030,538	\$4,488,500	\$2,468,612	(\$2,019,888)
Public Works	\$1,417,930	\$728,200	\$502,901	(\$225,299)
Non-Departmental	\$0	\$2,309,450	\$0	(\$2,309,450)
Net Income (Loss)	\$2,996,120		(\$18,951)	(\$18,951)

Art in Public Places Fund

- Revenues and Expenditures are aligned with budgeted expectations

Art in Public Places Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$155	\$40,000	\$1,000	(\$39,000)
Expenditures	\$51,808	\$40,000	\$3,913	(\$36,087)
Net Income (Loss)	(\$51,653)		(\$2,913)	(\$2,913)

Events Fund

- Revenue Transfer is not completed until end of year
- Expenditures are below budget for events that have occurred YTD

Events Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$160,880	\$264,000	\$67,199	(\$196,801)
Expenditures	\$228,085	\$264,000	\$73,834	(\$190,166)
Net Income (Loss)	(\$67,205)		(\$6,636)	(\$6,636)

Street and Alley Fund

- Recurring Revenues (Specific Ownership Taxes, Road & Bridge Taxes, and Highway Users Taxes) are meeting budget projections through second quarter
- One-time Revenue (Transportation Impact Fees) are below budget by 20% - related to building permit issuance below projected single family dwelling estimates
- Expenditures are aligned with budgeted amounts

Street and Alley Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$5,057,199	\$5,470,000	\$2,354,136	(\$3,115,864)
Expenditures	\$4,117,231	\$5,470,000	\$1,325,223	(\$4,144,777)
Net Income (Loss)	\$939,968		\$1,028,913	\$1,028,913

Conservation Trust Fund

- Revenues and Expenditures are aligned with budgeted expectations

Conservation Trust Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$84,672	\$76,000	\$47,331	(\$28,669)
Expenditures	\$26,006	\$76,000	\$0	(\$76,000)
Net Income (Loss)	\$58,666		\$47,331	\$47,331

Public Safety Impact Fee Fund

- Revenues aligned with budgeted amounts
- Expenditures are aligned with budgeted expectations

Public Safety Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$255,469	\$368,000	\$125,662	(\$242,338)
Expenditures	\$5,793	\$368,000	\$82,552	(\$285,448)
Net Income (Loss)	\$249,676		\$43,110	\$43,110

Water Fund

- Recurring Revenues (Potable/Non-Potable Water Sales) are aligned to budget projections
- One-time Revenues (Impact Fees) are below budget by 7% - related to building permits
- Expenditures are aligned with budgeted amounts

Water Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$17,501,076	\$20,430,000	\$8,552,196	(\$11,877,804)
Expenditures	\$5,258,830	\$20,430,000	\$1,050,418	(\$19,379,582)
Net Income (Loss)	\$12,242,245		\$7,501,778	\$7,501,778

Storm Water Fund

- Recurring Revenues (Customer Storm Water Drainage Fees) are aligned to budget projections
- One-time Revenue (Drainage Impact Fees) are below budget by 10% through second quarter
- Expenditures are aligned with budgeted amounts

Storm Water Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$1,442,977	\$1,646,000	\$777,330	(\$868,670)
Expenditures	\$922,233	\$1,646,000	\$350,547	(\$1,295,453)
Net Income (Loss)	\$520,744		\$426,783	\$426,783

Golf Fund

- Recurring Revenues (Golf Course Fees, Annual Passes, Restaurant, and Merchandise Sales) are aligned to budget projections through second quarter
- Expenditures are exceeding budgeted amounts
 - o Upcoming Board Retreat discussion points
 - Annual appropriate subsidy level
 - 1-5-year self-sufficiency plan
 - Future golf course vision / alignment

Golf Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$717,098	\$1,627,950	\$355,063	(\$1,272,887)
Expenditures	\$1,335,665	\$1,627,950	\$763,121	(\$864,829)
Net Income (Loss)	(\$618,567)		(\$408,058)	(\$408,058)

Park Improvement Fund

- One-time Revenue (Park Improvement Fee) is below budget by 21% through second quarter
- Expenditures are aligned with budgeted amounts – will continue to monitor overall Revenues to Expenditures to reach budget expectations by year-end

Park Improvement Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$835,229	\$1,185,400	\$343,990	(\$841,410)
Expenditures	\$1,536,593	\$1,185,400	\$550,376	(\$635,024)
Net Income (Loss)	(\$701,364)		(\$206,386)	(\$206,386)

Open Space Fund

- Recurring Revenue (Sales Taxes) are exceeding budget projections by 10% through Q2
- One-time Revenue (Open Space Improvement Fee) is exceeding budget by 21% through Q2
- Expenditures are aligned with budgeted amounts

Open Space Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$1,894,795	\$1,565,000	\$634,855	(\$930,145)
Expenditures	\$449,046	\$1,565,000	\$262,972	(\$1,302,028)
Net Income (Loss)	\$1,445,749		\$371,884	\$371,884

Oil Royalty Fund

- Revenues exceeding budgeted amounts through Q2
- Expenditures are aligned with budgeted expectations

Oil Royalty Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$269,033	\$150,000	\$80,107	(\$69,893)
Expenditures	\$189,585	\$150,000	\$13,000	(\$137,000)
Net Income (Loss)	\$79,448		\$67,107	\$67,107

Capital Facilities Fund

- Recurring Revenue (Metro District Mill Collection) is aligned to budget projections through Q2
- One-time Revenue (Capital Improvement Fee) is below budget by 21% through Q2
- Expenditures are aligned to budgeted amounts

Capital Facilities Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$503,412	\$1,025,000	\$217,649	(\$807,351)
Expenditures	\$649,184	\$1,025,000	\$136,085	(\$888,915)
Net Income (Loss)	(\$145,772)		\$81,565	\$81,565

2022 Capital Projects Update – Q2

- Capital Project are in progress and many will be wrapped up by end of year, currently at 40% completion rate overall
- Departments, along with Finance are evaluating completion rates and will bring forth in 2023 budget some updated strategic approach to capital projects identified for board approval
- Golf Course related projects have been put on hold until the Golf Course master plan is completed in 2023 to maximize the most efficient use of funds
- Projects such as Concrete Alley, Pavement Maintenance, Concrete Improvement will be invoiced during Q3 as projects are completed

- Appropriated expenditures in the fund roll-forward each year as capital projects can cross fiscal years due to timing of project completion

Capital Projects Fund				
	2021 Actual	Budget	2022 Actual	Variance
Revenues	\$14,030,333	\$37,735,268	\$37,735,268	\$0
Expenditures	\$3,763,219	\$37,735,268	\$15,267,692	(\$22,467,576)
Net Income (Loss)	\$10,267,114		\$22,467,576	\$22,467,576



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: August 9th, 2022

CC: Town Staff
Local Media

SUBJECT: Departmental Report

Upcoming Board of Trustees Work Sessions – If there are topics that the Board would like staff to schedule for discussion, please let me know. The following topics are recommended for Board discussion (all meetings will be held in the Town Board Chambers unless otherwise indicated):

- August 9th – Regular Meeting
- August 19th - 21st – Annual Retreat
- August 23rd – CANCELLED
- August 30th – 5th Tuesday, NO MEETING
- September 6th – Work Session
- September 13th – Regular Meeting

Communications and Engagement Department

Community Partnerships / Training:

- Angela completed the year-long program through Texas Christian University and graduated the Certified Public Communicator Program in July.
- Agility PR software training sessions in progress.

Internal Department Communication:

- Working with Town Clerk and PW on carving placement info for art map and social/Flash/website.

Media

- Chainsaws & Chuckwagons: live-news segment on Colorado's Channel 2 morning news, print stories in Greeley Tribune, Longmont Times-Call (front page), Northglen-Thornton Sentinal, The Westminster Window, and online stories on KOOL 107.9 and 24SSports.com. The event was also featured on 9News 9 Things to do in Colorado for July 22 – 24.
- Press Release for Information Technology Incident 8/19. Print story in Times-Call, Greeley Tribune. Denver media coverage on CBS4.
- Press Release for SRO Vehicle Wrap

Events/Programs

- Local businesses are committing to event sponsorships. We have \$73,600* in pledges to date. Our 2022 goal is \$125,000. *Does not include event revenue (beer gardens, quick carves, burro race, vendors, etc. To be added end of the year in total.)

Built on What Matters.

- Chainsaws & Chuckwagons was a hit on July 20 – 23! We had 11 carvers compete in the competition. In addition, the Axe Women Loggers of Maine performed 3 shows on Thursday, Friday, and Saturday of the event. Revenue (sponsorship, beer sales, quick carves, masterpiece sales) for this event totaled \$38,795.00.
- National Night Out – Eight neighborhoods hosted events for NNO including Eagle Valley & Raspberry Hill, Fox Run, Prairie Greens, Summit View Estates, Silverstone, Downtown, and Clark Ranch. Pictures and video taken for recap.
- Our next Community Tour in Talk is on August 17 in Rinn Valley Park (3390 Rinn Valley Dr.) for Dreamers Ridge, Fox Chase, Hauck Preserve, Mendoza, Morningside, Rinn Valley, Silver Owl Lane, Avocet, Wildflower.
- Miners Day is Saturday, September 17.

Design

- Big design projects: Community Profile updates & Strategic Plan presentation updates for BOT retreat.

Police Department

National Night Out

- The 2022 National Night Out event was held on August 2, with six Frederick neighborhoods hosting gathering.
- National Night Out is an event held to enhance the relationship between neighbors and law enforcement while bringing back a sense of community. National Night Out also provides a great opportunity to bring police and neighbors together under positive circumstances and show solidarity against criminal behavior.
- Frederick has been recognized by the National Association of Town Watch for our National Night Out events for the last five years (minus 2020, which was cancelled for COVID). This is a great community event that we look forward to every year.

New FHS SRO Patrol Car Design

- As part of the Frederick High School rebranding, the Police Department partnered with Frederick High School to design the wrap for their School Resource Officer vehicle.
- SRO Fairbanks worked with a Beginning Graphic Design class at the school and a student, Kyle Richards, developed the winning design.
- The school is changing mascots to the Golden Eagles for the 2022-2023 school year and the design incorporates the colors and mascot of the school while keeping the appearance of a police car.
- The new vehicle will be on-site at Frederick High School when students return to the classroom in August. The design will symbolize ownership and school spirit for students starting the school year with a new mascot, the Golden Eagles.

Engineering Department

Transportation

- Colorado Blvd/Tipple Pkwy Intersection Improvements:
 - A contract for construction services was awarded to DeFalco Construction. Staff met multiple times with the property owner in the northwest corner of the intersection and has acquired the necessary row and easements to construct the project improvements. Staff has acquired all the necessary ROW to fully complete the project. Relocation of the town's raw water line was done in advance of the project and is complete. A Notice to Proceed with construction has been delivered and signed by both parties. The 110-day construction schedule is officially underway. The latest schedule shows a noticeable start on August 8th.
- Silver Birch/Godding Hollow Intersection:
 - Design is approaching 30% completion. As plans become more defined, staff will be approaching the Board for direction on acquiring right-of-way northeast of the intersection to install a sidewalk to the skate park.
- Neighborhood Speed Control Program:

- No recent projects to update
- Tipple Pkwy/Frontage Rd Streetlight:
 - Coordination efforts continue with CDOT and United Power regarding installation of a streetlight at this intersection. CDOT has indicated that they will support a permit for streetlight. The final approved design is for one streetlight at this intersection and existing utility locations are being identified prior to construction. United Power has requested a right-of-way permit from the Town to begin installation and has indicated they are 4-6 weeks out from construction. So it is looking like a September 2022 project.
- Pavement Maintenance Projects:
 - Slurry seal projects for 2022 are now complete.
 - Colorado Blvd Mill and Overlay Project is complete.
- Concrete Alley Project:
 - The concrete alley is substantially complete. Black Hills Energy has a shallow gas line in the allows that staff and the contractor have worked diligently to avoid. The alley is 4"-5" higher in a couple of places than we would have liked but we have coordinated with the homeowners so they have a smooth transition into their back yard. Additional drainage improvements and transition slopes or steps and backyard gate improvements are now being installed for homeowners.
- CDOT Hwy 52 ADA Ramps:
 - CDOT is to begin improvements to ADA Ramps along Hwy 52 and Hwy 85. The project schedule is from June 13th – November 17th. Currently ramps are being improved at the Frontage Roads intersection with Hwy 52. This project will improve the pedestrian crossing and signals at Frederick Way/Hwy 52.

Water

- Infrastructure Master Plan:
 - An RFQ to create a potable water infrastructure master plan is drafted and under review by staff. This is expected to be released in August.
- Raw Water Change of Use:
 - Engineering staff is coordinating with its water attorney and water rights consultant to evaluate its current raw water portfolio to support filing a change of use application in water court so that these raw water shares could be used for future town use. Preliminary data shows the Town having approximately 72 shares of Lower Boulder water or about 1,000 acre feet of water that can be changed to use for all municipal purposes within the Town's service area. Through the review process, the Town has received objections from other entities and is now addressing those comments.
 - The Town's application for a substitute water supply plan has been approved by the State. The first year of the SWSP will be to make return flow obligations.
- CBT Acquisition:
 - Staff continues its successful acquisition of CBT water. The most recent contract would put the Town at 197 units – only 3 short of the 200-unit acquisition goal.

Stormwater

- Outfall System Plan (Master Plan):
 - Complete and plan has been adopted by the Board
- Groundwater Study:
 - A professional consultant has been selected by staff. A scope and fee is being negotiated and a contract is expected to come to the Board in September.

- Concrete Box Culvert(s) on Colorado Blvd/Bella Rosa:
 - An RFQ for a design consultant is being drafted and under review by staff. The project has trail extension opportunities and will require coordination with Firestone. It is expected to advertise in August.

Public Works

Streets

- Public Works crews working on cutbacks on trees and shrubs around streets signs obstructions.
- Installing new outlet signs at Pinyon and 4th cul-de-sac.
- Continuous filling potholes along Bella Rosa / Silver Birch
- Street sweeping schedule Morningside, Wildflower, Wyndham Hill, Rinn Valley, Bear Industrial, Frederick West Business Park, Glacier Business Park.
- Installing 35 MPH signs along 20 ½
- Grading of Country Roads 17 and 14

Water

- 8 final reads – 43 reads completed
- 76 locates completed
- 16 black flow sites visited are existing newer properties that had black flow protection to the property, were not in Aqua backflow, getting them in now

Buildings

- Repair water leak at Bella Rosa – ceiling area – drain pan was enlarged
- Replaced starter capacitor on HVAC unit at Public Works
- Installed grate over floor drain in Bella Rosa kitchen
- Adjusting patio doors at Bella Rosa to open per fire inspection
- Work completed to sound proof HR directors office and added wall/door in PD to keep sound from traveling into squad room
- Wellness House A/C – getting quote to replace system – condenser failed
- Repairing leak in ceiling at Admin, condensation from server room vent dripping in adjacent office
- Engineering back door replaced and rehung.

Fleet Services

- 12 total service requests
- 2 unscheduled
 - PD – 1
 - FFFPD – 1
- 10 scheduled
 - PW – 2
 - PD – 4
 - FFFPD – 4

Storm Water

- Crews still working on drainage areas – Savannah, Fox Run, and along Aspen Way
- Checking inlets and outlets after significant storms

Training

- Public Works attended the All Employee Meeting training with speaker Aaron Davis at United Power facility.

Miscellaneous

- Public Works crews along with Parks crew assisting with Communications and Engagement with Chainsaws and Chuckwagons set up and tear down.
- Picking up trash that was dumped along County Road 5. Mattress, televisions, windshields.
- Crews have sealed new carvings from Chainsaws – ready to set up for forever homes
- Tree limbs drop off 7/30/22 – 47 residents dropped off

Parks and Open Space Department

Parks, Open Space, and Trails

- Continued full irrigation audits
- Mowed some open spaces
- Sprayed puncturevine and broadleaves on trail corridors
- Assisted with Chainsaws and Chuckwagons
- Conducted first round interviews for Parks Manager position, as a part of the Department re-organization.

Golf

- Hosted the last rounds of Junior Golf for the summer
- Continued battling summer turf across the golf course
- Received final design concept from Golf Course Architect

Administration

- Conducted RFQ Tour at FRA and Centennial with interested design firms. 13 firms sent representatives to ask questions and tour the areas.
- Submitted 2023 Budget Requests, including a draft 5 Year Capital Improvement Plan.
- Continued working internally on options for long-term planning at the golf course for the upcoming Board Retreat.

Finance Department

Budget

- 2023 Budget preparation

Auditing

- Writing an RFP for Auditing Services for FYE 2022.

Planning Department

Development Applications

- The development review process has a few steps land use applications go through prior to submitting an application such as a pre-application meeting and neighborhood meeting. There are eight projects that have completed the pre-application step. There is currently one neighborhood meeting scheduled. Fourteen projects have completed the neighborhood meeting, allowing them to submit an application. The following applications have been accepted for review and are now quasi-judicial

<i>New Applications Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
File 32H-K268 Pad		6268 County Road 3 1/4	Proposes to drill an thirty-five (35) horizontal wells
<i>On Going Projects Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park Lot 4 Block 2 (6/20/2022)	Bear Industrial Park	4201 Kodiak Ct	Proposed 7,506 Sq Ft 1 story building for light industrial.
Brunemeier Annexation- Wheatlands (4/4/2022)		Southwest corner of County Road 16 and County Road 17	Proposed single family attached and detached homes.
Columbine Heights		North of highway 52, West of WCR 17 and East of Savannah Subdivision	Proposed Rezone
Eagle Business Park Filing 4B Lot 1 (1/18/2022)	Eagle Business Park	4881 Eagle	Proposed 4,800 sq. ft single story building with outdoor storage.

Eagle Business Park Filing 5 Lot 1 & 2 (6/6/2022)	Eagle Business Park		Replat of parcel and divide into 4 lots
Eagle Business Park Endeavour Agilent (2/07/2022)	Eagle Business Park	7400 Eagle	Site Plan for Agilent's expansion
Frederick Town Amendment B Lot 1-501 Walnut (9/8/2021)	Downtown	501 Walnut	Redevelop existing building into co-working office space.
Frederick West Business Center Replat J Lot 2A (5/16/2022)		7950 Miller Dr	Proposed site plan for 28,000 sq ft building with office and warehouse building for unknown future tenant.
Meadowlark Business Park Replat A (5/17/2021)	Meadowlark Business Park	5660 Iris Parkway	Request to divide the lot into 2 lots and a new 14,000 sq. ft. office building on the south lot.
Miner Park Metro District (6/8/2022)	Miners Park		Creating a metro district
Nelson Farms (1/3/2022)		Southwest corner of Silver Birch Blvd and Tipple Blvd	Proposed residential development on 236 acres
No Name Creek West Block 4 (12/6/2021)	No Name Creek West	9050 Harlequin Circle	Subdividing Lots.
<i>Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Park 4040 Lot 4 (5/16/2022)		South of Salazar Way, East of I-25 Frontage Road	Proposed site plan for 40,000 sq ft auto body repair.
Prairie Greens II (12/7/2020)	Prairie Greens	6460 Frederick Way	Request for vacation of easement and preliminary design for phase 4.
Raspberry Hill Business Park Lot 13 (5/2/2022)	Raspberry Hill	8274 Raspberry Way	Proposed office building and sales of pickup trucks.
Raspberry Hill Business Park Lot 11 Grading and Drainage (5/2/2022)	Raspberry Hill		Updating Grading and Drainage
Sanitation District Annexation No. 1 Subdivision Amendment (8/16/2021)		8500 Colorado Blvd.	Subdivision amendment to subdivide existing lot into 2 separate lots.

Shores On Plum Creek (6/20/2022)	Shores On Plum Creek		Proposed residential and commercial development.
Silverstone Filing 7 (1/18/2021)	Silverstone		Development of 581 residential homes.
Wyndham Hill Filing 10 Final Plat and Final Development Plan (11/16/2020)	Wyndham Hill	Generally west of WCR7, between WCR 14.5 and WCR 16.	Approximately 139 acres to be developed into 495 single family homes.
Wyndham Hill Filing 6 Replat A FFFPD Station 5 Site Plan (6/7/2021)	Wyndham Hill	Generally, north of Highway 52, West of I- 25 on Glacier Way.	Proposed fire station to include 3 bays.



Town of Frederick Memorandum

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: August 5, 2022

SUBJECT: Town Clerk's Report

- *Commission/Committee Updates*

- Arts Committee

- The committee will be meeting next week to determine placement of the new carvings throughout the community.

- The carvings have already been sealed by Public Works.

- The Miners Wall will have one name added to it in preparation for Miners Day.

- Scholarship Committee

- Working with Finance to review transcripts and transmit scholarships for the 2022-2023 school year.

- *Records Management*

- Completed meetings with Public Works, Parks, Fleet, and Economic Development to assess their records needs and begin to formulate an organizational records plan.

- Working with the Laserfiche VAR to get the new modules set up. This is collaboration with Corkat and Peak.

- Working with Fleet to get their records management system up and running.

- *Liquor Licensing*

- Working with the state to address questions prior to State approval of Gabe's Liquor License.

- *Board Retreat*

- Finalized all details for upcoming retreat.

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Town of Frederick Board of Trustees

Regular Hybrid Board Meeting Minutes

Frederick Town Hall, 401 Locust Street

June 28, 2022

Call to Order: At 5:32 Mayor Pro Tem March called the meeting to order and requested roll call.

Roll Call: Present were Mayor Pro Tem March and Trustees Mahan, Lamach, teVelde, and Brown. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Executive Session: Motion by Trustee Brown and seconded by Trustee teVelde to go into executive session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matter personal to particular employees; regarding the Municipal Judge Recruitment. Upon roll call vote, motion pass unanimously.

At 5:34 Mayor Pro Tem March recessed the meeting to go into executive session.

At 7:33 Mayor Pro Tem March reconvened the meeting and recessed to open the Liquor Licensing Authority Meeting.

At 7:40 Mayor Pro Tem March reconvened the meeting and called for a brief recess.

At 7:52 Mayor Pro Tem reconvened the meeting.

Public Comment:

Cody Childers with Carbon Valley Park and Recreation District provided an update to the Board.

Staff Reports:

Administrative Report: Town Manager Bryan Ostler provided a written report.

Town Clerk's Report: Town Clerk Meghan Martinez provided a written report.

Consent Agenda:

Motion by Trustee Mahan and seconded by Trustee Lamach to approve the consent agenda which included the following items:

- May 3, 2022 Minutes
- May 24, 2022 Minutes
- Resolution 22-R-56 Authorizing the Purchase of 10 Units of C0BT Water from David and Deanna Hoskins

Upon roll call vote, motion passed unanimously.

Action Agenda:

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Resolution 22-R-57 Approving Amendments to the Memorandum of Agreement for Public Improvements for Eagle Business Park: Engineer Jason Berg presented the proposed amendment. Motion by Trustee Brown and seconded by Trustee Lamach to approve Resolution 22-R-57. Upon roll call vote, motion passed unanimously.

Resolution 22-R-58 Approving Amendments to the Memorandum of Agreement for Public Improvements for Wyndham Hill Filing 6: Engineer Jason Berg presented the proposed amendment. Motion by Trustee Mahan and seconded by Trustee Lamach to approve Resolution 22-R-58. Upon roll call vote, motion passed unanimously.

Discussion Agenda:

Community Tour and Talk: The Board discussed the recent Community Tour and Talk and provided feedback to staff.

Mayor and Trustee Reports:

Trustee Brown: He reported on the Annual CML Conference and would like to see more staff present on topics in the future. He also mentioned putting together something similar to the Mayor's monthly community meetings for the Trustees.

Trustee Lamach: He reported on the Annual CML Conference and also attended the NISP Meeting at Northern Water. He mentioned the Breckenridge Art District and would like to see Frederick do something similar.

There being no further business of the Board, Mayor Pro Tem March adjourned the meeting at 8:47 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk



Town of Frederick Board of Trustees

Regular Hybrid Board Meeting Minutes

Frederick Town Hall, 401 Locust Street

July 12, 2022

Call to Order: At 7:01 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Mahan, Lamach, teVelde, Padia, and Brown. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Special Presentations:

St Vrain Valley School District Education Foundation: Michelle Phelan presented the Community Funding Request. Motion by Mayor Pro Tem March and seconded by Trustee Brown to approve \$1000 for the Foundation. Upon roll call vote, motion passed unanimously.

Action Agenda:

Resolution 22-R-63 Awarding the 2022 Frederick High School Scholarships: Town Clerk Meghan Martinez presented the 2022 Scholarship Recipients. Motion by Mayor Pro Tem March and seconded by Trustee Mahan to approve Resolution 22-R-62. Upon roll call vote, motion passed unanimously.*

At 7:20 Mayor Crites called for a recess for the Scholarship Reception.

At 7:52 Mayor Crites reconvened the meeting.

Public Comment:

Sheila Davies addressed the Public Hearing item and requested that traffic not utilize Main Street.

Steve Byrd, 13 Maple Drive, discussed the number of dogs allowed in Town.

Staff Reports:

Administrative Report: Town Manager Bryan Ostler provided a written report.

Town Clerk's Report: Town Clerk Meghan Martinez provided a written report.

Consent Agenda:

Motion by Trustee Lamach and seconded by Trustee Mahan to approve the consent agenda which included the following items:

- Resolution 22-R-64 Cancelling Various Work Sessions for 2022*
- Resolution 22- R-59 Authorizing the Purchase of 2 Units of C-BT Water from Bonita B. Horn
- Resolution 22-R-60 Authorizing the Purchase of 47 Units of C-BT Water from Western Equipment and Truck, Inc.

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*Clerk's Note: These two resolutions were incorrectly assigned numbers. The Clerk's Office has administratively modified these resolution numbers and the minutes reflect the correct number.

Upon roll call vote, motion passed unanimously.

Action Agenda:

Public Hearing Ordinance 1377 Rezoning Five Parcels Comprising Approximately 37 Acres of Property in the Miners Park Town Center Subdivision to Residential High Density (R-3):

At 8:24 Mayor Crites opened the public hearing. She noted for the record that the comments from Sheila Davies would be included in the record.

Planner Maureen Welsh presented the proposed rezone.

The applicant Michael Blumenthal was present and addressed the Board.

At 8:57 Mayor Crites closed the public hearing.

Motion by Mayor Pro Tem March and seconded by Trustee Lamach to approve Ordinance 1377. Upon roll call vote, motion passed unanimously.

Resolution 22-R-61 Authorizing the Mayor to Execute the Nelson Farm Memorandum of Agreement for Public Improvements: Engineer Jason Berg presented the proposed MOAPI. Motion by Mayor Pro Tem March and seconded by Trustee Padia to approve Resolution 22-R-61. Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Mayor Pro Tem March: He mentioned the alleyway project and thanked Director Ash for helping with the issue.

Trustee Lamach: He requested an updated on the judge position.

Trustee Mahan: He asked who was responsible for Town street lights.

Trustee teVelde: He thanked Economic Development for getting him up to speed.

Trustee Padia: She thanked Colby for the tour and thanked the team for the livestream.

Mayor Crites: She asked for an updated on the business event.

Executive Session:

Motion by Trustee Mahan and seconded by Mayor Pro Tem March to go into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)(1) regarding economic development. Upon roll call vote, motion passed unanimously.

At 8:23 Mayor Crites recessed the meeting to go into executive session.

At the conclusion of executive session, Mayor Crites reconvened the meeting.

Motion by Mayor Pro Tem March and seconded by Trustee Brown to direct staff to move forward as discussed in executive session. Upon roll call vote, motion passed unanimously.

There being no further business of the Board, Mayor Crites adjourned the meeting.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

Rusty O'Neal, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

20 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – August 9, 2022

Attachments:

- a. Resolution 22-R-64
- b. Purchase and Sale Agreement

Finance Review:

Administrative Services

Submitted by:

Sarah Watson

Civil Engineer II

Approved for Presentation:

Bryan Ostler

Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

Town's 2021-2022 Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal.

- Water acquisition to start in early 2022

Summary Statement:

The Town has an opportunity to purchase 20 units of C-BT water.

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with a water broker, Arnold Turner, about the purchase of 20 units of Colorado-Big Thompson water. The Plan recommends purchasing C-BT water when it is available to the Town as the cost of C-BT units are projected to continue to increase. The recently adopted 2022 Budget included funds for the purchase of at least 200 units of C-BT water. These 200 units are intended to be used for economic incentives which

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will work towards the Town's 2021-2022 Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal. The Town would then have contracted for or closed on 197 CBT units.

The units are being offered at \$70,000 per unit for a total of \$1,400,000.

Legal Comments:

The Town is required to supply water to properties and customers that the Town has commitments to serve.

Alternatives/Options:

The Town may decide not to enter into a contract for the water at this time.

Financial Considerations:

The Town has budgeted funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 20 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution 22-R-64 for the purchase of 20 unit of C-BT from H T Land Partners, LLC.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-64**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 20 UNITS OF C-BT WATER
FROM H T LAND PARTNERS, LLC**

WHEREAS, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and interests in water, waterways, and water franchises in order to supply the municipality and its residents with water; and; and

WHEREAS, the Board of Trustees of the Town of Frederick has received one offer for the sale of 20 units of C-BT water; and

WHEREAS, the water fund contains sufficient appropriated funds to make the payment and the expenditures would be deemed an eligible expenditure; and

WHEREAS, the Board of Trustees has determined it is in the best interests of the residents of the Town to secure water rights for municipal purposes; and

WHEREAS, the Board of Trustees authorizes the Town Manager and Town Attorney to execute the contracts for the purchase of those respective units; and

WHEREAS, in the 2022 Budget, the Town Board of Trustees authorized the appropriation and expenditures of funds from the water fund; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT;**

Section 1. The following contracts for the purchase of CBT water rights are hereby ratified and approved:

- a. H T ; 8 units of CBT water at \$70,000 per unit for a total of 1,400,000.

Section 2. The 2022 Budget for the Town of Frederick included funds for C-BT unit purchases.

Section 3. **Effective Date.** This resolution shall be become effective immediately upon adoption.

Section 5. **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 3. **Certification.** The Town Clerk shall certify to 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 ADOPTED THIS 9TH DAY OF AUGUST, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, CMC, Town Clerk

By _____
Tracie Crites, Mayor

**AGREEMENT FOR SALE AND PURCHASE OF UNITS OF
COLORADO-BIG THOMPSON PROJECT**

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project ("Agreement") is made and entered into this 1st day of August, 2022 by and between H T Land Partners, LLC ("Seller"), and the Town of Frederick, a Colorado municipal corporation ("Town") (each a "Party" and together the "Parties").

Recitals

- A. The Colorado-Big Thompson Project ("C-BT") is administered by the Northern Colorado Water Conservancy District ("NCWCD").
- B. Seller is the contract owner of **20** C-BT units, with such ownership to be shown on the books of NCWCD ("Seller's C-BT Units"). These units are assigned as follows:

SEE ATTACHED EXHIBIT A

- C. NCWCD allocates water to Seller's C-BT Units under a Class **D** Allotment Contract.
- D. Seller wishes to sell, convey, and assign to the Town, and the Town wishes to acquire, Seller's C-BT Units on the terms and conditions given in this Agreement.

For and in consideration of the mutual promises, covenants, and conditions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and the Town agree as follows:

- 1. **Purchase Price.** The purchase price for Seller's C-BT Units is **\$70,000** per unit, for a total of **\$1,400,000** ("Purchase Price").
 - 1.1 The Parties agree that Stewart Title Company, 12110 N. Pecos St., Suite 150, Westminster, CO, 80234, will act as the escrow agent for this transaction ("Escrow Agent"), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 1.2 No earnest money is required for this transaction.
 - 1.3 If all pre-conditions to closing have been met, then on or before the Closing Date, as the term "Closing Date" is defined in paragraph 8 below, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.
 - 1.4 If all pre-conditions to closing have been met, then on or before the Closing Date, the Town also shall deposit with the Escrow Agent the estimated NCWCD Fee

and Assessment Credit, as that term is defined in paragraph 4 below, in certified Funds or cash.

- 1.5 Turner Realty will receive from the Seller a commission of 2% of the total Purchase Price, to be paid from proceeds at closing.
 - 1.6 The Purchase Price, estimated NCWCD Fee and Assessment Credit, and estimated Town's Broker's Fee deposited with the Escrow Agent are the "Escrowed Funds."
 - 1.7 Seller shall pay all escrow and closing fees invoiced by the Escrow Agent, with such fees to be debited to Seller in the closing statement and paid to the Escrow Agent out of the Escrowed Funds.
 - 1.8 Any fee or commission due to a broker engaged by the Seller ("Seller Broker's Fee") will be debited to Seller in the closing statement and paid out of the Escrowed Funds.
 - 1.9 The Town Broker's Fee, if any, will be debited to Town in the closing statement and paid out of the Escrowed Funds.
2. Pre-conditions to closing. The Town's obligation to pay the Purchase Price and close on the transaction is expressly conditioned on each of the following:
- 2.1 Seller must have delivered to Town, at Seller's sole expense and within seven days of the date of this Agreement, copies of all documents in Seller's possession pertaining to Seller's unencumbered title to and right to transfer to the Town Seller's C-BT Units, including without limitation any property records documenting the separation of Seller's C-BT Units from specified real property and any records documenting the termination or release of any liens or encumbrances on or security interests in Seller's C-BT Units.
 - 2.2 If Seller's C-BT Units are used for irrigation of land or are tied to designated land in the records of NCWCD, Seller must have delivered to the Town, no earlier than 21 days and no later than 7 days before the Closing Date, a satisfactory ownership and encumbrance report for all such land ("O&E Report").
 - 2.3 As documented by the O&E Report, the records of NCWCD, and other records pertaining to ownership of Seller's C-BT Units, title to Seller's C-BT Units must be good and merchantable in Seller as of the Closing Date, with such title free and clear of all liens, encumbrances, assessments, and security interests. The Town shall decide, in the reasonable exercise of its sole discretion, whether and when Seller has documented good and merchantable title to Seller's C-BT Units.

- 2.4 Seller must have completed all requirements of NCWCD for transfer of Seller's C-BT Units to the Town, and the NCWCD Board must have formally approved the transfer in writing.
 - 2.5 Seller must have paid, directly to NCWCD, the transfer fee imposed by NCWCD for transfer of Seller's C-BT Units to the Town.
 - 2.6 The Town's Board of Trustees must have approved the Town's acquisition of Seller's C-BT Units, including by virtue of directing the Mayor or Town administrators or staff to complete the acquisition.
3. Seller's warranties.
 - 3.1 Seller warrants that it has, or that by the Closing Date it will have, good and marketable title to Seller's C-BT Units, along with the right and privilege to sell the same.
 - 3.2 Seller warrants that there are, or that by the Closing Date there will be, no outstanding liens, mortgages, or other encumbrances on title to Seller's C-BT Units.
 - 3.3 Seller warrants that no NCWCD fees or assessments are, or that by the Closing Date no NCWCD fees or assessments will be, outstanding or due and owing on Seller's C-BT Units.
 - 3.4 Seller warrants that no other person or entity holds preemptive rights to purchase or lease Seller's C-BT Units.
 - 3.5 Seller warrants that it has not entered into any agreement with a third party with respect to Seller's C-BT Units that may result in liability or expense to the Town based on the Town's acquisition of all or any portion of Seller's C-BT Units.
 - 3.6 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any litigation, claim, or proceeding of any type, pending or threatened, that in any matter affects or pertains to Seller's C-BT Units.
 - 3.7 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any existing violation of any federal, state, or local law, code, ordinance, rule, regulation, or requirement pertaining to Seller's C-BT Units.
4. NCWCD assessments. On the Closing Date, the NCWCD fees and assessments documented to have been paid on Seller's C-BT Units for the then-current water year will be pro-rated between the portion of the water year ending on the Closing Date and the portion of the water year remaining as of that date. The NCWCD fees and assessments for

the portion of the water year remaining on the Closing Date (“NCWCD Fee and Assessment Credit”) will be credited to Seller in the closing statement and paid to Seller out of the Escrowed Funds.

5. Use of water allocated to Seller’s C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller’s C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town’s temporary use of the water allocated to Seller’s C-BT Units.
6. NCWCD requirements.
 - 6.1 The Parties shall promptly execute and deliver to NCWCD all required applications and other documentation required by NCWCD for transfer of Seller’s C-BT Units to the Town, including without limitation an Application for a Temporary Use Permit, an Affidavit Regarding Base Water Supply, a completed Application for Change of Class D Allotment Contract, and any other documents required by NCWCD. The Parties shall work cooperatively to meet all deadlines for submittal of such materials for the NCWCD Board’s consideration and approval at its next regular meeting.
 - 6.2 Seller shall pay, directly to NCWCD, the transfer fee of \$500 imposed by NCWCD for transfer of Seller’s C-BT Units to the Town.
7. Section 1031 exchange. Seller may elect to structure this transaction as an exchange under Section 1031 of the Internal Revenue Code (“1031 Exchange”). In such event, Seller shall give written notice to the Town as provided in paragraph 9 below. The Parties shall confer to determine if a reasonable extension of the Closing Date is necessary for Seller to complete the 1031 Exchange. Any expenses related to a 1031 Exchange will be Seller’s sole responsibility, but the Town will cooperate with the Seller in implementing the 1031 Exchange.
8. Closing. The Parties will consummate the transaction at a closing to take place electronically within 5 business days of the date on which all pre-conditions to closing, as described in paragraph 2 above, have been successfully completed.
 - 8.1 Closing Date. The actual date of the closing, which is expected take place on or before October 31, 2022, is the “Closing Date.” This date may be advanced to an earlier one if clearance is received from NCWCD before 10/31.
 - 8.2 Performance of closing. On the Closing Date, the Escrow Agent shall perform as described in the Escrow Agreement and Instructions attached as **Exhibit A**, including without limitation by distributing the total amount due to seller (Purchase

Price + final NCWCD Fee and Assessment Credit – escrow and closing fees – any Seller Broker's Fee) by wire transfer or in other immediately available funds; by distributing payment of the broker commission described in paragraph 1.5 above directly to Turner Realty by check or wire transfer; and by delivering to the Parties, by FedEx, UPS, or other delivery service with tracking, any final instruments or other documents memorializing the transaction, including without limitation the Bill of Sale and Assignment described in paragraph 8.3 below and Seller's Certification of Warranties described in paragraph 8.4 below.

- 8.3 Bill of Sale and Assignment. No later than seven days before the Closing Date, Seller shall deliver to the Escrow Agent a good and sufficient Bill of Sale and Assignment acceptable to the Town and substantially in the form of attached **Exhibit B**. Seller shall execute the Bill of Sale and Assignment, but leave it undated; the Escrow Agent shall handwrite in the date on the Closing Date.
- 8.4 Seller's Certification of Warranties. No earlier than seven days and no later than one day before the Closing Date, Seller shall deliver to the Escrow Agent a written certification that Seller's warranties given in paragraph 3 above remain true and correct as of the Closing Date. In the event that Seller is unable to certify that one or more of the warranties remains true and correct as of the Closing Date, the Town may, at its sole option, proceed to closing notwithstanding such defects or, upon written notice to Seller, declare this Agreement terminated. In the event of such termination, the Parties will have no further rights or obligations hereunder.
9. Notices. All notices or other documents required to be sent to either Party under this Agreement must be in writing. Such notices or documents will be deemed effective upon receipt following delivery by certified mail, return receipt requested; email; personal delivery; or delivery by FedEx, UPS, or another delivery service with tracking. Notices or documents must be addressed and delivered as follows:

TO SELLER:

HT Land Partners LLC
Alex Hoime, Managing Member
6163 E County Road 16
Loveland, CO 80537
Email: ahoime@tait.com

TO TOWN:

Town of Frederick
Attn: Kevin Ash, Engineering Director
P.O. Box 435
401 Locust Street
Frederick, CO 80530
E-mail: kash@frederickco.gov

With copies by email only to the following:

Sarah Watson, Civil Engineer, Town of Frederick
swatson@frederickco.gov

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

TO ESCROW AGENT:

Stewart Title Company
Gina Cruz
12110 North Pecos St , Suite 150
Westminster, CO, 80234
Email: Gina.Cruz@stewart.com

The addresses above may be changed by written notice given in the manner provided above.

10. Default and remedies. In the event of default, the non-defaulting Party shall notify the defaulting Party in writing of such default, documenting the nature thereof. If such default is not cured within fourteen days, the non-defaulting Party will be entitled to all remedies available at law and in equity, including without limitation the remedy of specific performance and the remedy of damages.
11. Successors and assigns. This Agreement benefits and burdens the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder except with the prior written consent of the other Party.
12. Amendment or modification. This Agreement may be modified only by a signed writing executed by the Parties with the same formality as was this Agreement.
13. Time of the essence. Time is of the essence under this Agreement.

14. Attorney fees and other litigation costs. If either party initiates a court proceeding to enforce any provision of this Agreement, including without limitation an action for specific performance or for damages, the non-prevailing Party shall pay the prevailing Party's costs and fees for the proceeding, including reasonable attorney fees and reasonable expert witness fees.
15. Venue. The sole venue for any action to enforce this Agreement will be the District Court for Weld County, Colorado.
16. No continuing waiver of default. A party's waiver of any instance of default under this Agreement will not constitute a continuing waiver of any subsequent default concerning either the same or any other provision hereof.
17. No waiver of governmental immunity. Nothing in this Agreement constitutes or is to be deemed or construed as constituting a waiver of any privilege or immunity available to the Town under the statutes and constitution of the State of Colorado, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -119, as it may be amended.
18. Headings for convenience only. Paragraph headings and titles in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any term of this Agreement.
19. Non-severability. Each paragraph and sub-paragraph of this Agreement is intertwined with the others and is not severable unless by mutual written consent of the Parties.
20. Entire agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior oral or written agreements pertaining to that subject matter have been merged or integrated into this Agreement.
21. Authority to execute Agreement. Each Party represents and warrants that the individual(s) executing this Agreement on that Party's behalf is authorized to do so and to bind such Party to the Agreement's terms. Each Party further represents and warrants that it is legally entitled to enter into this Agreement and to consummate the transaction described herein.
22. Execution in counterparts and electronic scans. This Agreement may be executed in counterparts, and all such executed counterparts together will constitute the Agreement. A legible electronic scan of the original Agreement and signatures in PDF format will be deemed an original, and such electronic scans will be binding for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the date first written above.

SELLERS: HT LAND PARTNERS LLC

By:


Alex Hoime, Managing Member

STATE OF COLORADO)

ss.

COUNTY OF Lincoln)

DAREN LUBIANI
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19994012706
MY COMMISSION EXPIRES MAY 30, 2023

The foregoing instrument was acknowledged before me this 1st day of August 2022, by Alex Hoime.

Witness my hand and official seal.

My commission expires May 30, 2023.


Notary Public

Signatures continue on next page.

PURCHASER: Town of Frederick, a Colorado municipal corporation

By: Tracie Crites, Mayor

ATTEST:

By: Meghan C. Martinez, Town Clerk

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Tracie Crites, Mayor of the Town of Frederick, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Allottee Contract Detail

Allottee: Lemmon Family Trust

Contact: Donna Hunter

Position: Trustee

Address: 230 SE Stevenson Avenue
Myrtle Creek OR 97457

Phone:

Contract Information								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
7396	20	0	D	Variable	Open	1	\$29.00	\$580.00
Document Number: 161659			Prev. IDs: 6981					
Board Approved Date: 11/13/2015			Acc't Entity: Supply Ditch Company					
Effective Date: 11/13/2015			Lienholder(s):					
Trans Fee Coll. Date: 10/23/2015			Cty Recdg #s: 20160000045 (OR)					
Comments: 3/12/2021 - Switched the account entity to Supply Ditch from the Eagle Ditch. The Eagle Ditch has suffered damage from the 2013 flood and is not able to carry any of the water. Sent CD-4 transfer card to Donna Hunter for signature. Donna recommended we transfer that. (sr)								
				Open Rate Assessment Total:				\$580.00
Total AFUs:				20	Assessment Grand Total:			\$580.00

Information for Tract # 1958			
SecTwnRng: 33-4N-69W			Change Code: C
Parcel Nbr: 9433000003; 9433000010			
County: Larimer		Total Irrigable Acres: 0	Irrigated Acres: 0
Comments:			
Legal Description: W1/2NW1/4 & W1/2E1/2NW1/4; EXC ALL EXIST R/W & EASE.			



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Tracie Crites, Mayor

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Prairie Greens 2 Drainage Easements

Agenda Date: Town Board Meeting – August 9, 2022

Attachments:

- a. Vicinity Map
- b. Drainage Easement dedication to the Town
- c. Drainage Easement dedication to the Developer

Finance Review: _____
Administrative Services

Submitted by: _____
Sarah Watson
Civil Engineer

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

This item supports the Strategic, Reliable & Sustainable Infrastructure Goal of the Town Board.

- Frederick is dedicated to investing in existing and future transportation, water, stormwater, and technology while planning for sustainable growth and development. These easements will allow the Town to maintain its stormwater infrastructure and will allow the developer to maintain their stormwater infrastructure as it ties into the regional stormwater facility.

Summary Statement:

The three ponds called the Prairie Greens Ponds south of 6th Street between Carriage Hills 2 and Prairie Greens 2 are a regional Stormwater facility owned and maintained by the Town. A previous plat for Prairie Greens 2 identified the need for a drainage easement on the north edge of the project property.

Built on What Matters.

Detail of Issue/Request:

As the Prairie Greens 2 project has progressed with updated construction documents Town staff identified that drainage easements to be dedicated in the future as noted on the property plat had not been dedicated. Through discussions with the developer the Town and the Developer has agreed to the location and size of easements needed for maintenance of the stormwater facility and private stormwater facilities.

The pond embankments extend into the Prairie Greens 2 project at the north property line. The Developer has prepared easements for that portion of the Town's infrastructure to dedicate to the Town. This will allow the Town to maintain the portion of the facility that is on the Prairie Greens 2 property. The Developer has also prepared easements that will allow the developer to maintain private stormwater facilities that will extend from the project into the ponds.

These easements will satisfy the note on the plat requiring future drainage easements on the Prairie Greens 2 property for the 3 ponds and accommodate the private stormwater improvements needed to connect to the regional detention facility.

Legal Comments:

The Town's Attorney and Land Use Council have reviewed the easement dedication documents.

Alternatives/Options:

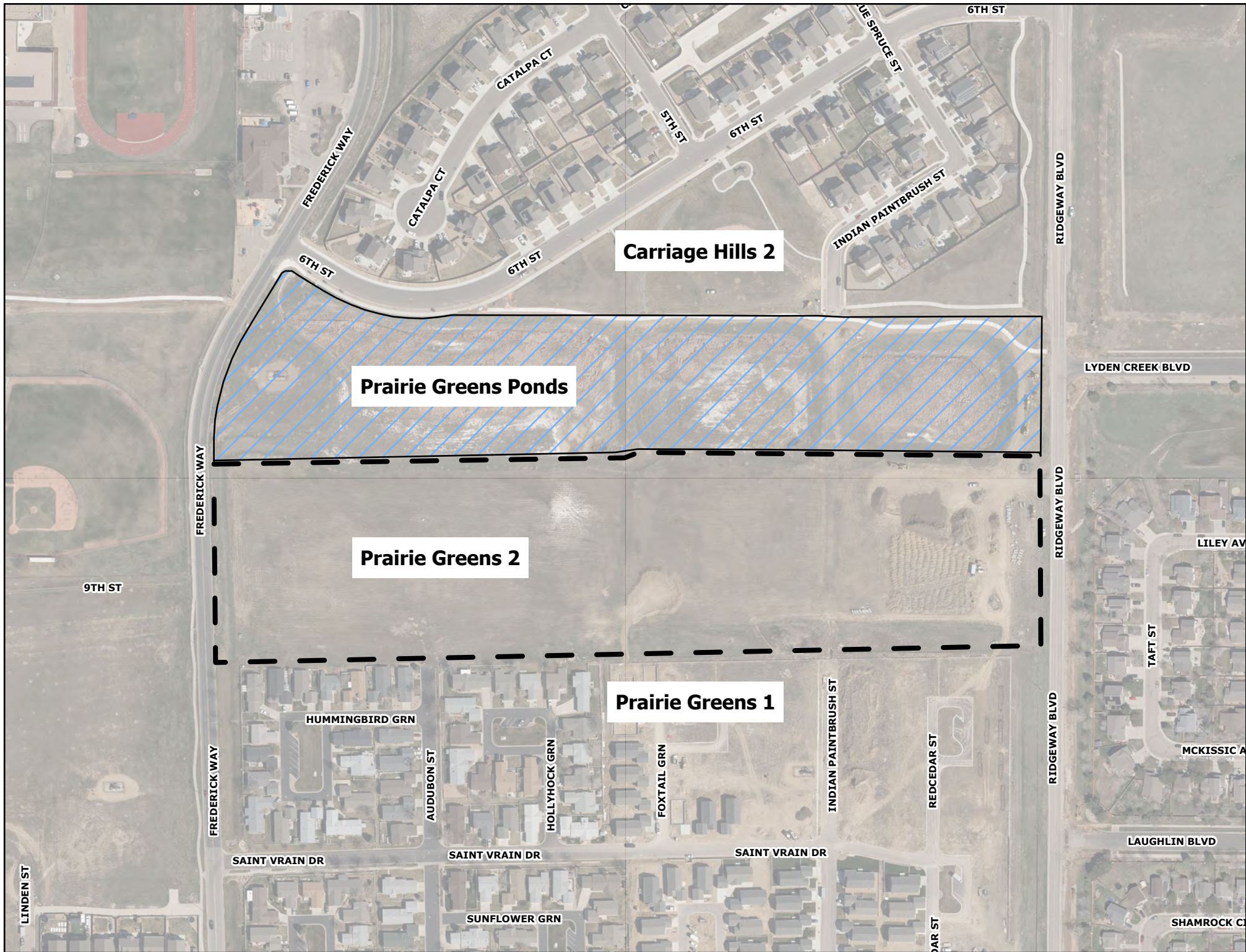
The Town may decide to not accept the easement dedication or approve the dedication of easements to the property owner. This decision would not meet the intent of the note on the Prairie Greens 2 plat.

Financial Considerations:

The developer is required to improve a portion of the Prairie Greens ponds which will

Staff Recommendation:

It is staff's recommendation that the Board approve resolution 22-R-xx accepting the easements from the owner of Prairie Greens 2 and dedicating easements to the owner of Prairie Greens 2.



Carriage Hills 2

Prairie Greens Ponds

Prairie Greens 2

Prairie Greens 1

AGREEMENT CONCERNING EASEMENT

THIS AGREEMENT CONCERNING EASEMENT (this “**Agreement**”), is made as of _____, 2022, by and between **YES PRAIRIE GREENS, LLC**, a Delaware limited liability company (the “**Owner**”) and **TOWN OF FREDERICK**, a statutory town (the “**Town**”).

RECITALS

A. Owner is the owner of certain real property located in the Town of Frederick, County of Weld, State of Colorado, which is legally described on Exhibit A attached hereto (the “**Property**”).

B. Pursuant to a certain Storm Water Drainage and Detention Agreement and Easement dated January 13, 2000, by and between EJD, LLC, a Colorado limited liability company (“**EJD**”), and CWS COMMUNITIES LP, a Delaware limited partnership (“**CWS**”), recorded on January 17, 2000, in the official records of Weld County, Colorado at Reception Number 2744497 (the “**Drainage and Detention Agreement**”), EJD contemplated granting two easements to CWS, the Temporary Easement and the Storm Water Drainage and Detention Easement (the “**Proposed Easements**” and individually, a “**Proposed Easement**”) over the Property.

C. Pursuant to that certain Agreement Concerning Off-Site Improvements dated January 13, 2000, by and among EJD, CWS, Wallace H. Grant, an individual, Douglas Grant, an individual, and Wallspring, LLC, a Colorado limited liability company, recorded on January 17, 2000, in the official records of Weld County, Colorado at Reception Number 2744506 (the “**Off-Site Improvement Agreement**”), EJD contemplated granting the Proposed Easements to CWS.

D. The area on the Property that would be burdened by the Proposed Easements is depicted on Exhibit B attached hereto (the “**Proposed Easement Area**”).

E. Pursuant to the Prairie Greens 2 Final Plat, recorded on October 7, 2002, in the official records of Weld County, Colorado at Reception Number 2993779, and the Prairie Greens 2 P.U.D. Replat A, recorded on March 20, 2008, in the official records of Weld County, Colorado at Reception Number 3542740, EJD contemplated dedicating the Proposed Easements to the Town.

F. No instruments have been executed or recorded creating or dedicating the Proposed Easements.

G. Owner and the Town now wish to enter into this Agreement to clarify that the Proposed Easements do not exist and are not required.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements set forth herein, the parties hereto covenant and agree as follows:

1. Proposed Easements. The Town acknowledges and confirms that the Proposed Easements do not presently exist and are not presently required by the Town. The Town further acknowledges and confirms that the Property is not burdened by the Proposed Easements. Notwithstanding the foregoing, nothing herein shall relieve the Owner from granting future easements required by the Town in connection with the development of the Property.

2. Entire Agreement. This Agreement and any other contracts or agreements specifically referred to herein represent the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or extrinsic agreements, understandings or negotiations shall be deemed merged herein.

3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one or more counterpart signature pages may be removed from one counterpart of this Agreement and annexed to another counterpart of this Agreement to form a completely executed original instrument without impairing the legal effect of the signature thereon.

[Signatures on following page]

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

OWNER:

YES PRAIRIE GREENS, LLC, a Delaware
limited liability company

By: Julie Elkins
Name: Julie Elkins
Title: Authorized Person

TOWN:

TOWN OF FREDERICK, a statutory town

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1, PRAIRIE GREENS 2 P.U.D. REPLAT "A" RECORDED MARCH 20, 2008 UNDER RECEPTION NO. 3542740, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

ALSO DESCRIBED AS

ALL OF LOT 1, PRAIRIE GREENS 2, A SUBDIVISION OF PART OF THE E1/2 OF SECTION 31, T2N, R67W OF THE 6TH P.M., ACCORDING TO THE PLAT RECORDED OCTOBER 7, 2002, AS RECEPTION NO. 2993779, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, FROM WHICH THE E1/4 CORNER OF SAID SECTION 31 BEARS N00°00'34 "W, 264 7.48 FEET (BASIS OF BEARING), THENCE N00°00'34"W, 2289.37 FEET ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 31 TO THE SOUTHEAST CORNER OF SAID PRAIRIE GREENS 2; THENCE S88°30'07"W, 30.01 FEET ALONG THE SOUTHERLY LINE OF SAID PRAIRIE GREENS 2 TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE TRUE POINT OF BEGINNING:

THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE SOUTHERLY, WESTERLY, NORTHERLY AND EASTERLY LINES OF SAID LOT 1:

- 1) THENCE S88°30'07"W, 1736.12 FEET;
- 2) THENCE N02°23'13"W, 384.99 FEET;
- 3) THENCE N02°25'47"W, 32.02 FEET;
- 4) THENCE N88°30'07"E, 870.27 FEET;
- 5) THENCE N71 °54'30"E, 29.68 FEET;
- 6) THENCE N89°59'26"E, 854.67 FEET;
- 7) THENCE S00°00'00"W, 44.47 FEET;
- 8) THENCE S00°00'34"E, 358.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THE TAKING BY THE TOWN OF FREDERICK OF THE EAST 20 FEET PURSUANT TO THE PLAT OF PRAIRIE GREENS 2 P.U.D. AMENDMENT

"A" RECORDED MARCH 20, 2008 UNDER RECEPTION NO. 3542740, COUNTY OF WELD,
STATE OF COLORADO

EXHIBIT B

PROPOSED EASEMENT AREA

A tract of land, being that portion of the Water Drainage and Detention Easement Area as dedicated in the Agreement Concerning Off-Site Improvements as recorded January 17, 2000 at Reception No. 2744506 of the Records of the Weld County Clerk and Recorder (WCCR) and being part of Lot One (1) Prairie Greens 2 P.U.D. Replat A as recorded March 20, 2008 at Reception No. 3542740 of the WCCR, situate in the East Half (E1/2) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1 and assuming the most Easterly North line of Lot 1 as bearing North 89°59'26" East, as platted, a distance of 834.67 feet and with all other bearings contained herein relative thereto;

Thence along the East lines of Lot 1 the following two courses:

THENCE South 00°00'00" East a distance of 44.47 feet;

THENCE South 00°00'34" East a distance of 0.55 feet to the South line of said Water Drainage and Detention Easement Area;

THENCE South 89°22'07" West along said South line a distance of 1731.60 feet to the West line of Lot 1;

Thence along the West and North lines of Lot 1 the following four courses:

THENCE North 02°25'47" West a distance of 32.02 feet;

THENCE North 88°30'07" East a distance of 870.27 feet;

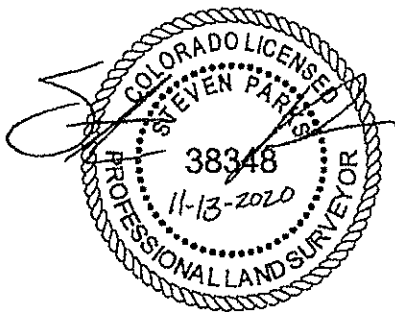
THENCE North 71°54'30" East a distance of 29.68 feet;

THENCE North 89°59'26" East a distance of 834.67 feet to the POINT OF BEGINNING.

Said described parcel of land contains 76,303 Square Feet or 1.752 Acres, more or less (±).

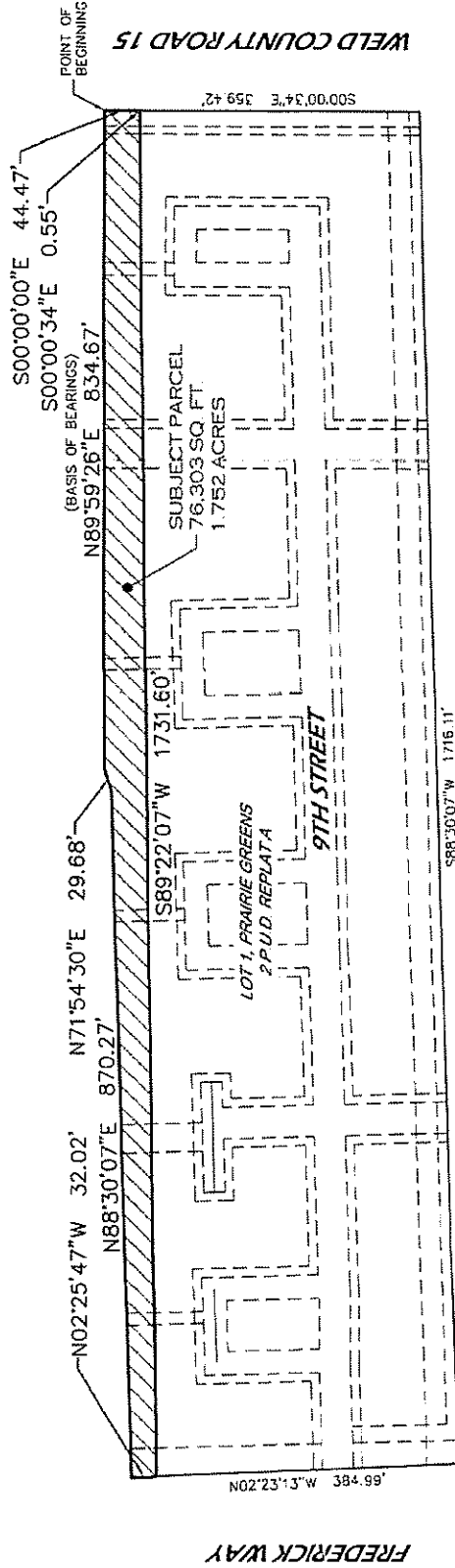
SURVEYORS STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



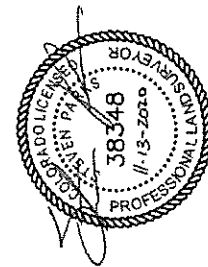
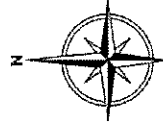
Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

EXHIBIT B

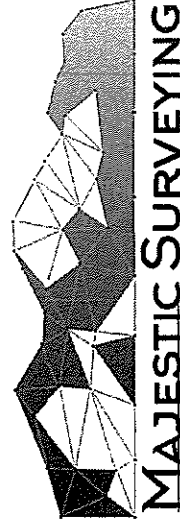


Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (C.R.S. 13-80-105)



Steven Parks, PLS 38348
On behalf of Majestic Surveying, LLC



PROJECT NO: 2020373
DATE: 11-13-2020
CLIENT: LANDONE
SCALE: 1"=150'

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-65**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING
AND GRANTING UTILITY EASEMENTS BETWEEN THE TOWN OF
FREDERICK AND YES PRAIRIE GREENS, LLC.**

WHEREAS, the Town of Frderick and Yes Prairie Greens, LLC are the owners of certain real property that boarder each other described as:

FRE 2PG OUTLOT A PRAIRIE GREENS 2 with a situs address of 6486 Frederick Way, Frederick, CO 80504 (owned by the Town)

and

L1 PRAIRIE GREENS 2 PUD RPLT A with a situs address of 6460 Frederick Way, Frederick, CO 80504 (owned by Yes Prairie Greens, LLC)

WHEREAS, Yes Prairie Greens, LLC desires to grant, and the Town of Frederick desires to accept, a utility easement over a portion of Yes Prairie Greens, LLC's property described above; and,

WHEREAS, the Town desires to grant, and Yes Prairie Greens, LLC desires to accept, a utility easement over a portion of the Town's property described above.

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

Section 1. Acceptance and Grant of a Perpetual Utility Easements.

- a. The Board of Trustees approves the granting and acceptance of Easements; generally located on portions of 6486 and 6460 Frederick Way, Frederick, CO 80504, more particularly described in the Agreement attached as Exhibit A.
- b. The Board of Trustees authorizes the execution of the Agreement Concerning Easement by the Mayor on behalf of the Town of Frederick.

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 to 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 ADOPTED THIS 24TH DAY OF MAY, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A
Agreement Concerning Easement



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

Chad TeVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

Appointment of Municipal Judge and Approval of Contract

Agenda Date: Town Board Meeting – August 9, 2022

Attachments:

- a. Resolution 22-R-66
- b. Agreement to Provide Judicial Services

Finance Review:

Administrative Services

Submitted by:

Jason Meyers
Town Attorney

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial ☐ Legislative ☒ Administrative

Strategic Plan Alignment:

Town's 2021-2022 Strategic Plan: Effective, Efficient & Strategic Government Operations goal.

Summary Statement:

The Town Board is required to appoint a municipal judge to preside over the Frederick Municipal Court.

Detail of Issue/Request:

The Board of Trustees directed Town Staff to post a Request for Proposals for the municipal judge services. The Town received several submittals and directed an interview panel to narrow the number of candidates. The Board interviewed two candidates, after which the Board directed the Town Attorney to draft a contract for municipal judge services with Jeff Cahn.

Legal Comments:

Built on What Matters.

The Town is required to have a municipal judge per our ordinances.

Alternatives/Options:

The Town may decide enter into contract discussions with the other finalist or request that the opportunity to be reposted to garner additional proposals.

Financial Considerations:

The Town budgeted services will increase slightly as the position will be reclassified from an independent contractor to a non-benefited part-time salaried position to comply with IRS regulations.

Staff Recommendation:

Staff recommends the approval of resolution 22-R-66 for the appointment of Jeff Cahn as the Frederick Municipal Judge and approval of the contract.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-66**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPOINTING A MUNICIPAL JUDGE**

WHEREAS, the Board of Trustees, as required by Chapter 2, Article III, Sections 2-61 and 2-144 of the ***Frederick Municipal Code***, shall appoint a Municipal Judge to preside over the Frederick Municipal Court.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Weld County, Colorado, that:

Section 1. Appointment. Jeff Cahn is hereby appointed as Municipal Judge.

Section 2. Approval of Contract. The Agreement to Provide Judicial Services, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to sign the Agreement.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. 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 5. Certification. The Town Clerk shall certify to 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 ADOPTED THIS 9th DAY OF AUGUST, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC
Town Clerk

By _____
Tracie Crites, Mayor

AGREEMENT TO PROVIDE JUDICIAL SERVICES

THIS AGREEMENT, entered into this ____ day of _____, 2022 and effective immediately by and between Jeff Cahn (hereinafter referred to as "JUDGE CAHN") and the Town of Frederick, Colorado (hereinafter referred to as the "TOWN"),

WITNESSETH

WHEREAS, the TOWN desires to engage and reappoint JUDGE CAHN as the municipal court judge for the TOWN.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Appointment of Judge.** Pursuant to a resolution adopted by the Town Board contemporaneous with the approval of this Agreement, JUDGE CAHN is reappointed Municipal Judge for the Town's Municipal Court effective _____, 2022.
2. **Terms of Agreement.** Pursuant to the reappointment, JUDGE CAHN hereby agrees to perform all duties normally associated with the position of municipal judge as set out in the Town of Frederick ordinances and Colorado Revised Statutes and this agreement, including but not limited to the following:
 - a. Presiding over regular and special sessions of the Town of Frederick Municipal Court. The Municipal Court currently conducts one (1) regular session per month, each session lasting approximately between three (3) to six (6) hours, depending upon the length and nature of the docket.
 - b. Acting as the Town of Frederick Liquor Licensing Authority as contemplated by the Town of Frederick Ordinances.
 - c. Holding special sessions when necessary to accommodate court and jury trials, show cause hearings, in custody hearings, and other hearings.
 - d. Being available to Court Staff for signing warrants and probable cause determinations and issue or decide all orders in a timely manner.
 - e. Being available afterhours or at night for the issuance of emergency warrants or hearings when necessary.

- f. Being subject to the direction of Town Board, however, that such direction shall not deprive the Municipal Court of its judicial independence and discretion in matters pending before the Municipal court.

Furthermore, JUDGE CAHN agrees to refrain from any activities that might constitute a conflict of interest including, but not limited to, representing parties adverse to the TOWN, representing officials or employees of the TOWN in matters adverse to the TOWN, representing applicants for permits, licenses or other approvals from the TOWN, and representing any party having any adverse financial or adverse legal dealings with the TOWN.

In the event JUDGE CAHN is unavailable to preside over any court session, JUDGE CAHN shall provide the TOWN with reasonable advance notice of unavailability, and the TOWN shall arrange for the Substitute Judge to preside in his absence.

3. **Time of Performance.** The services to be performed hereunder by JUDGE CAHN shall be until the Town's regular meeting following the election in April 2024, and shall thereafter be subject to reappointment for an additional two-year reappointment term.
4. **Article X, Section 20.** The TOWN is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The appointment and compensation recited in this Agreement do not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and all payment obligations of the TOWN are conditioned upon the continuing availability of funds beyond the term of the TOWN's current fiscal period ending upon the next succeeding December 31. Upon the failure to appropriate such funds, the appointment made hereunder shall be terminated.
5. **Compensation.** The TOWN agrees to pay JUDGE CAHN an annual salary of fourteen thousand four hundred dollars per year (\$14,400.00/yr). JUDGE CAHN will be considered as a part-time employee of the TOWN pursuant to applicable Internal Revenue Service regulations. In any work week wherein JUDGE CAHN works over forty (40) hours, he shall be compensated overtime pay for additional hours worked at a rate of 1.5 times the hourly wage based on a forty (40) hour workweek.

6. **Method of Payment.** JUDGE CAHN shall be paid on a bi-weekly basis in accordance with normal payroll practices of the TOWN, subject to applicable withholdings.
7. **Changes.** The TOWN may, from time to time require changes in the scope of services of JUDGE CAHN to be performed hereunder. Such changes, which shall be mutually agreed upon by and between the TOWN and JUDGE CAHN, shall be incorporated in written amendment to this Agreement.
8. **Services and Materials to be Furnished by the TOWN.** The TOWN shall furnish JUDGE CAHN with the necessary facilities and material pertinent to the execution of this AGREEMENT. The TOWN shall cooperate with JUDGE CAHN in carrying out the work herein and make staff available necessary to run the facility during the execution of this AGREEMENT.
9. **Termination of this Agreement; Removal.** In accordance with Section 13-10-105(2), C.R.S., and the ordinances of the TOWN, removal is only permitted for "cause" as defined in such statute or ordinances or any amendments hereto or, if and upon adoption, any home rule charter of the TOWN. The Parties acknowledge that, in addition to any other circumstances constituting cause within the meaning of state law, breach of this Agreement shall constitute sufficient cause for removal. Both parties agreed and understand the position of municipal judge is unique and requires the person appointed to the judge position to exercise independent discretion.
10. **Town Not Obligated to Third Parties.** The TOWN shall not be obligated or liable hereunder to any party other than JUDGE CAHN.
11. **When Rights and Remedies Not Waived.** In no event shall the making by the TOWN of any payment to the JUDGE CAHN constitute, or be construed as, a waiver by the TOWN of any breach of covenant or any default which may exist on the part of JUDGE CAHN and the making of any such payment by the TOWN while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to the TOWN in respect to such breach or default.
12. **Hold Harmless.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this AGREEMENT and which are due to that party's own

negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

13. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the TOWN and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
14. **Compliance with Laws.** The parties shall comply with applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the work hereto in whole or in part that are in effect on the effective date of this AGREEMENT.
15. **Municipal Judge to be Insured Party.** JUDGE CAHN is to be an appointed official of the TOWN entitled to all benefits of law pertaining to judicial or sovereign immunity and to coverage by the TOWN's insurance applicable to persons holding such a position. Judge CAHN as an insured official subject to the TOWN's insurance coverage for claims against the Judge arising out of injuries sustained from an act or omission of such Judge occurring during the performance of his duties and within the scope of his duties, except where such act or omission is found by a court to be willful and wanton or criminal in nature.
16. **Personnel.** JUDGE CAHN shall not have authority over municipal court staff, but will coordinate with the Town Clerk to ensure an efficient service to the public. JUDGE CAHN will work with the Town Clerk and Town Manager to develop a budget or resolve any issues related to personnel in the Court.
17. **Assignment.** The parties hereby agree that JUDGE CAHN may not assign, convey or transfer its interest, rights and duties in this AGREEMENT without the prior written consent of the TOWN.
18. **Notices.** Any notices, bills, invoices, or reports required by this AGREEMENT shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Attn: Meghan Martinez
Town of Frederick

Attn: _____

P.O. Box 435
Frederick, CO 80530

- 19. Choice of Law.** This AGREEMENT shall be governed by and construed under the laws of the State of Colorado. Any action brought to enforce this AGREEMENT shall be brought in the state courts of Colorado with venue in Weld County.
- 20. Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

IN WITNESS WHEREOF, TOWN and JUDGE CAHN have executed this AGREEMENT as of the date first written above.

TOWN OF FREDERICK, COLORADO

JUDGE JEFF CAHN

By: _____
Mayor Tracie Crites

By: _____
Judge Jeff Cahn

Date: _____

Date: _____

Approved as to Form:

Town Attorney



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Tracie Crites, Mayor

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Eagle Business Park MOAPI Amendment

Agenda Date: Town Board Meeting - August 9, 2022

Attachments:

- a. Eagle Business Park Sixth Amendment MOAPI
- b. Resolution Number 22-R-67

Finance Review:

Administrative Services

Submitted by:

Eli Betz _____

Civil Engineer

Approved for Presentation:

Bryan Ostler _____

Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Strategic Plan Alignment:

Strategic, Reliable, and Sustainable Infrastructure

This request aligns with the Town's infrastructure strategy by providing transportation infrastructure necessary and beneficial to Town growth – namely the construction of a portion of Eagle Boulevard which will be advantageous to further development in Eagle Business Park.

Summary Statement:

The sixth MOAPI amendment to Eagle Business Park includes the cost estimate for the construction of an extension to Eagle Boulevard in order to ensure developer responsibilities are met.

Built on What Matters.

Detail of Issue/Request:

The Developer of Eagle Business Park Filing 5 is obligated to provide public transportation improvements as a requirement for development of his property. To commence work on the public improvements to Eagle Boulevard and the Godding Hollow Trail connection the Developer is required to post a surety per a previous MOAPI which will be based on the cost estimate provided in this amendment.

Legal Comments:

The sixth MOAPI amendment was reviewed by the Town's Land Use Legal Counsel.

Alternatives/Options:

The Board may approve, deny, or request changes to the estimate in exhibit B-8.

Financial Considerations:

The estimate will be the basis of the surety required from the developer for the project.

Staff Recommendation:

It is staff's recommendation that the Board approve Amendment Six to the Eagle Business Park MOAPI.

Exhibit(s):

Vicinity Map

**SIXTH AMENDMENT TO THE
EAGLE BUSINESS PARK
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS SIXTH AMENDMENT to the Eagle Business Park Memorandum of Agreement for Public Improvements (“SIXTH AMENDMENT”) is made and entered into this _____ day of _____, 20__ by and between the Town of Frederick, a Colorado municipal corporation, whose address is P. O. Box 435, Frederick, Colorado (“TOWN”), and Shadetree Eagle LLC, a Colorado corporation, whose address is 541 Jefferson Avenue, Louisville, CO 80027 (“DEVELOPER”).

WHEREAS, prior developer, Red Mill Development Inc. entered into a Memorandum of Agreement for Public Improvements (“MOAPI”) on June 25, 2009, said agreement recorded at the Weld County Clerk and Recorder’s office at Reception No. 3633220, hereinafter called the “AGREEMENT”; and

WHEREAS, Developer acquired Parcel 1 of the subdivision, which is approximately 107.414 acres; and

WHEREAS, Developer has submitted, and the Town has approved, an Administrative Subdivision Replat of Parcel 1, known as Eagle Business Park Subdivision Filing No. 2, which created three lots, 1A, 2A, 3A, and Parcel 1A; and

WHEREAS, Developer has submitted, and the Town has approved, a Minor Subdivision Replat of Lot 2A and Parcel 1A, known as Eagle Business Park Subdivision Filing No. 3 which created Lot 1B, Parcels 1B, 2B, and 3B and Outlots 1B, 2B, 3B, and 4B; and

WHEREAS, Developer has submitted a Site Plan for Lot 3A and intends to sell Lot 1B; and

WHEREAS, Developer has submitted, and the Town has approved, A Minor Subdivision Replat of Parcel 1B of Eagle Business Park Filing No. 3, known as Eagle Business Park Filing No. 4A, which created Lots 1 and 2; and

WHEREAS Developer has submitted, and the Town has approved, a Replat of Lot 2 of Eagle Business Park Filing No. 4A, known as Eagle Business Park Filing No. 4B Preliminary/Final Plat, which created Lots 1, 2, 3, and Outlots A and B; and

WHEREAS, Developer has submitted, and the Town has approved, a Resubdivision of Parcel 3B of Eagle Business Park Filing 3, known as Eagle Business Park Filing No. 5, which created Lots 1, 2, 3, 4, and Outlots A and B; and

WHEREAS, following the above, the estimated cost of construction for public improvements for the Eagle Boulevard Extension and Godding Hollow Trail in the attached exhibit B-8 must be included to reflect Developer’s responsibilities.

NOW THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

A. The estimated cost of construction for public improvements for the Eagle Boulevard Extension and Godding Hollow Trail is as contained in the attached exhibit B-8.

B. Except as specifically amended thereby, Town and Developer agree that the MOAPI continues uninterrupted, shall remain in full force and effect, and shall be binding as amended upon the parties hereto. In the event of any conflict between the MOAPI and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall prevail.

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

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

TOWN OF FREDERICK

DEVELOPER

Shadetree Eagle LLC

By _____
Tracie Crites, Mayor

By _____
Curtis McDonald

ATTEST:

By _____
Meghan C Martinez, Town Clerk

STATE OF COLORADO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
, 20__ by _____ as Mayor and _____ as Town Clerk
of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 __ by _____ (signatory's name) as _____
(position/title).

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT B-8
Estimated Cost of Construction of Public Improvements for Eagle Blvd

**Eagle Boulevard Extension
& Godding Hollow Trail**


CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL REQUIREMENTS				
Mobilization	1	LS	\$5,000.00	\$5,000.00
Subtotal				\$5,000.00
EARTHWORK				
Strip topsoil, stockpile, redistribute along site. This includes the roadway footprint and trail.	1	LS	\$20,000.00	\$20,000.00
Subtotal				\$20,000.00
STREET & CONCRETE				
8" Thick Asphalt	3,652	SY	\$60.00	\$219,120.00
6" Thick Concrete Trail	23,640	SF	\$6.00	\$141,840.00
4" Double Yellow Striping	1	EA	\$300.00	\$300.00
4" Solid White Striping	1	EA	\$500.00	\$500.00
Subtotal				\$361,760.00
UTILITIES				
Riprap	1	LS	\$2,000.00	\$2,000.00
24" RCP	67	LF	\$150.00	\$10,050.00
24" RCP FES w/ trash rack	2	EA	\$1,800.00	\$3,600.00
29"x45" ERCP	66	LF	\$230.00	\$15,180.00
29"x45" ERCP FES w/ trash rack	2	EA	\$2,200.00	\$4,400.00
6" Gate Valve	1	EA	\$1,800.00	\$1,800.00
8" Gate Valve	1	EA	\$2,200.00	\$2,200.00
12" Gate Valve	2	EA	\$3,000.00	\$6,000.00
8" Plug	1	EA	\$700.00	\$700.00
8" DR14 Water Line	28	LF	\$80.00	\$2,240.00
Fire Hydrant Assembly	1	EA	\$7,000.00	\$7,000.00
6" DIP Water Line	14	LF	\$120.00	\$1,680.00
12"x8" Tee	1	EA	\$1,200.00	\$1,200.00
Subtotal				\$58,050.00
<u>TOTAL PUBLIC ESTIMATE</u>				\$444,810.00



**Eagle Business Park
Filing 5
Vicinity Map**



Developer Property

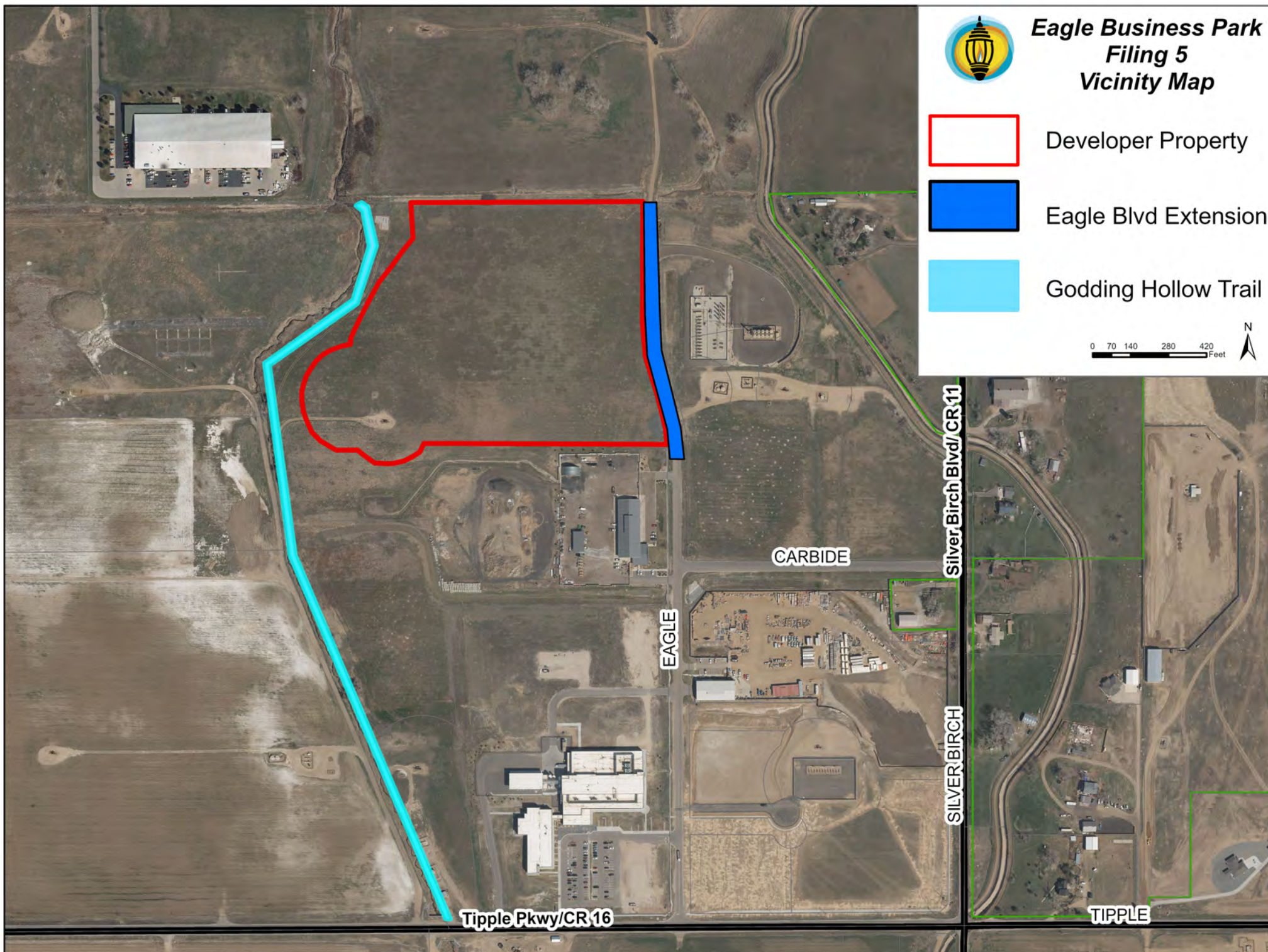


Eagle Blvd Extension



Godding Hollow Trail

0 70 140 280 420 Feet



**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-67**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE THE SIXTH
AMENDMENT TO THE EAGLE BUSINESS PARK MEMORANDUM OF
AGREEMENT FOR PUBLIC IMPROVEMENTS**

WHEREAS, the Town and the previous developer, Red Mill Development Inc. executed a Memorandum of Agreement for Public Improvements dated June 25, 2009; and

WHEREAS, Shadetree Eagle LLC acquired Parcel 1 of the subdivision, which is approximately 107.414 acre; and

WHEREAS, Shadetree Eagle LLC has requested certain amendments to the MOAPI which are acceptable to the Town.

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

Section 1. The attached Sixth Amendment to the Memorandum of Agreement for Public Improvements is approved and the Mayor is authorized to execute 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 to 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 ADOPTED THIS 9TH DAY OF AUGUST, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Tracie Crites, Mayor

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

To Consider the Miners Park Metropolitan District Nos. 1 & 2

Agenda Date: Town Board Meeting - August 9th, 2022

Attachments:

- a. Memo from Mr. James Hunsaker dated August 9, 2022
- b. Resolution
- c. Service Plan and Intergovernmental Agreement for Districts 1 & 2

Finance Review:

Administrative Services

Submitted by:

Ali van Deutekom
Planning Manager

Approved for Presentation:

Bryan Ostler
Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

Community and Economic Vitality – This project provides a plan for support retail services on a site that has been undesirable for many years. In addition, this project addresses some of the previously stated community desires for residential product types that are either non-existent in Frederick or exist in a limited capacity. The creation of retail is a specific priority of the Board of Trustees.

The approval of these Metro Districts lay the groundwork to prepare the site for the development contemplated with the future development plan.

Summary Statement:

An application for consideration of the Miners Park Metropolitan District Nos. 1 & 2 Service Plan and Intergovernmental Agreement has been received.

Built on What Matters.

Detail of Issue/Request:

The attached memo from Special Counsel Hunsaker outlines the details of the metropolitan districts and intergovernmental agreement.

As background information, The Miners Park Town Center subdivision was originally platted and zoned in 2012. Although fully approved and recorded, the Miners Park Town Center has sat undeveloped since 2012. In 2022, the Board of Trustees approved a rezone for the property to accommodate retail and service commercial, single family attached, and multifamily dwellings that include senior housing. Exhibit C, within the service plan, includes the exact district boundary maps. A general vicinity map follows.



The creation of these metropolitan districts requires action by the District Court (i.e., the filing of a petition, a hearing, and a court order for the election) following the Board action. Because of this required District Court action and the timing required to actually get in front of the District Court, the applicant requested the metropolitan districts petition be heard now to allow sufficient time for the District Court process.

Legal Comments:

The Service Plans and Intergovernmental Agreements have been reviewed by Special Counsel Hunsaker and incorporates all recommendations made. Please see the attached memo for specific information.

Alternatives/Options:

The Board of Trustees may choose to approve the metropolitan district service plan and intergovernmental agreement as proposed, approve the documents with conditions, or deny the request. The option to table the item to a later meeting is not a recommended alternative but is technically an option.

Financial Considerations:

Not Applicable.

Staff Recommended Motions:

Staff recommends approval of these service plans and intergovernmental agreement.

Additionally, staff requests the Board of Trustees to authorize Mayor Crites to sign the intergovernmental agreement.

Approval:

I move that the Miners Park Metropolitan District Nos. 1 & 2 Service Plan and Intergovernmental Agreement, case no. 2022-14 be approved based on the review criteria found in the Town Land Use Section 14.16., with no conditions; and to authorize Mayor Crites to sign the intergovernmental agreement without further action of the Board.

Approval with Conditions:

I move that the Miners Park Metropolitan District Nos. 1 & 2 Service Plan and Intergovernmental Agreement, case no. 2022-14 be approved based on the review criteria found in the Town Land Use Section 14.16; and to authorize Mayor Crites to sign the intergovernmental agreement without further action of the Board with the following conditions;

- 1.
- 2.

Denial:

I move that the Miners Park Metropolitan District Nos. 1 & 2 Service Plan and Intergovernmental Agreement, case no. 2022-14 be denied based on the following findings of fact (list specific facts) based on the review criteria found in the Town Land Use Section 14.16.



273 NORTH GRANT STREET · CANBY, OR 97013
(O) 503-266-3456 (F) 503-266-8555
VISIT US ONLINE AT CANBYLAW.COM

James M. Hunsaker
jim@canbylaw.com
* licensed in Oregon, Washington, and Colorado

MEMORANDUM

From: James M. Hunsaker
Special Counsel to the Town

To: Board of Trustees
Town of Frederick

Re: Miners Park Metropolitan District Nos. 1 and 2
Review of Service Plan and IGA

Date: August 9, 2022

I have reviewed the proposed Consolidated Service Plan for the Miners Park Metropolitan District Nos. 1 and 2. I believe that the proposed Service Plan meets the requirements of Article 14 of the Frederick Land Use Code regarding Metropolitan Districts.

While this service plan is very similar to most other service plans for special districts within the Town of Frederick, there are three features that are somewhat unique:

- Revenue Bonds for Water – The Districts will be permitted to issue revenue bonds for the acquisition of water/water rights (similar to the Clearview Metro District). Because “cash-in-lieu” payments for water are no longer permitted in the Town, this is likely to be a more common feature of district service plans. Importantly, the water acquisition fee is required to be paid at or before building permit. So, it will not be consumers directly making these payments on their regular water bills.
- Eminent Domain for Oil/Gas Facilities – Generally, the Districts are required to obtain the “prior written consent” of the Town before exercising the power of eminent domain. The specific exception to this limitation is the right to exercise eminent domain for oil and gas facilities as necessary for the development.
- TIF Financing – Most districts have several revenue sources, including, debt service mill levies, operations and maintenance mill levies, fees and rates, etc. It is anticipated that these districts will also have TIF income as well.

Because there is only one Board of Trustees meeting this month and election notices / filings are required to be made in early September, the timing of this Service Plan review is important. For the Districts to have the best opportunity to accomplish all of the necessary steps required to hold a November 2022 election on its formation, the Service Plan needs to be approved at this meeting.

Of particular note, the proposed Service Plan contains or addresses the following:

- A. Limited Mill Levy: The Service Plan contains a combined contribution, debt-service, and operations and maintenance Limited Mill Levy of 50 mills. While the Limited Mill Levy is “gallagherized”, as the result of Amendment B (passed in 2020), the “gallagherization” should not have any impact unless Amendment B is over-turned or amended.
- B. 3-Mill Contribution Mill Levy for Town: Pursuant to the Land Use Code, the Service Plan provides that, without increasing the Limited Mill Levy, if the Districts certify a debt service mill levy, the Districts shall impose a 3-mill levy that may be applied to any Town capital improvement so long as the capital improvement is one that the Districts could otherwise finance (e.g., streets, traffic safety controls, street lighting, water, sanitary sewer, storm drainage, landscaping improvements, and parks and recreation).
- C. Disclosure: The Service Plan provides that the Districts shall provide written notice to the purchasers of land within the Districts as required by statute and Article 14 of the Frederick Land Use Code. A sample of the disclosure is Exhibit H to the Service Plan.
- D. Annual Report: The Service Plan provides that the Districts shall submit an annual report as required by Article 14 of the Frederick Land Use Code to the Town.
- E. Waiver of Other Revenue Sources. The Districts have waived the right to apply for Conservation Trust Funds, GOCO Funds, or other grants for which the Town is eligible to apply.
- F. Town IGA: The Service Plan require that the Districts execute the Town-District IGA at their first meetings after its organizational election and prior to incurring any debt. The Town IGA contains provisions whereby the Districts agree to impose the 3-Mill Contribution Levy, construct improvements in compliance with the Town, County, State, and Federal requirements, as applicable, etc.

- G. Inclusion/Exclusion: While some other special district recognized an "Inclusion Area" of land that could be included into the Districts without additional Town approvals, these Districts do not have an Inclusion Area. No land can be included into the Districts or excluded from the Districts without the prior approval of the Town.
- H. Consolidations. With the exception of the two Districts, no district may consolidate with another district without the prior approval of the Town. Additionally, a consolidation is not permitted to increase the Limited Mill Levy.
- I. Overlapping Districts. As we have discussed in the past, a special district is generally not permitted to "provide the same service as [an] existing special district" unless the existing district consents to the overlapping services. The Service Plan addresses this issue in several places.
- J. Development Fee. As with almost all special district within the Town, the District will have the ability to collect a Development Fee (which may be imposed at the time a building permit). The District will collect this fee **not** the Town.
- K. Eminent Domain. With the exception of the condemnation of oil/gas interests necessary for the development, the District cannot exercise the power of eminent domain without the prior written consent of the Town.

INTERGOVERNMENTAL AGREEMENT - Exhibit G to the Service Plan

Article 14 of the Town's Land Use Code (the "Code") anticipates that newly formed special districts will enter into an intergovernmental agreement ("IGA") with the Town to address a variety of issues, including the 3-mill contribution mill levy, annual reports, etc. While many of the items covered in the IGA are also covered in the Districts' Service Plan, the IGA clarifies some of those items and creates a contractual obligation in addition to the other remedies available to the Town for "material modifications" to the Service Plan.

I have reviewed the proposed IGA between the Town and Miners Park Metropolitan District Nos. 1 and 2. I believe that the IGA covers the necessary items from the Town's perspective. Of particular note, the proposed IGA addresses the following:

- A. Construction Standards: The IGA makes clear that the Public Improvements to be constructed by the District shall be constructed in accordance with the standards required by the Town or the entity to which the particular public improvement is to be dedicated.
- B. Waiver of Other Revenue Sources. The District has waived the right to apply for Conservation Trust Funds, GOCO Funds, or other grants for which the Town is eligible to apply.
- C. Eminent Domain Limitation. The IGA confirms, with the exception of the condemnation of oil/gas interests necessary for the development, the requirement for prior written consent of the Town in order for the District to exercise the power of eminent domain.
- D. Contribution Mill Levy: The IGA clearly requires the Districts to collect (and pay over to the Town) 3 mills required by Article 14.10 of the Code and the Service Plan.
- E. Annual Report: The IGA requires annual reports to be submitted in accordance with Article 14.3 of the Code.

I will be available at the Board of Trustees Meeting to answer any questions that the Board may have.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-68**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE FORMATION OF
THE MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2**

WHEREAS, pursuant to the provisions of the “Special District Act,” Part 2 of Article 1 of Title 32, C.R.S., the Petitioners formally presented Service Plan (the “Service Plan”) for The Miners Park Metropolitan District Nos. 1 & 2 (the “Districts”); and

WHEREAS, pursuant to the provisions of Section 14-14 of the Frederick Land Use Code, the Town Planning Department has conducted a comprehensive analysis of the Service Plan and prepared a written report to the Town Board recommending approval of the Service Plan; and

WHEREAS, pursuant to the provisions of Section 32-1-202(1), C.R.S., the Board of Trustees held a public hearing and set a date for a public hearing on the Service Plan for August 9, 2022; and

WHEREAS, notice of the date, time, location and purpose of the aforesaid hearing was duly published in the *Denver Daily Journal*, a newspaper of general circulation, on July 20, 2022; notice was provided to the division of local government in the department of local affairs of the name and type of the special Districts; notice of the date, time and location of the hearing was provided to the Petitioners and to the governing body of each municipality and of each special district which had levied an *ad valorem* tax within the next preceding tax year and which had boundaries within a radius of three (3) miles of the Petitioners’ Districts, as required by Section 32-1-204(1), C.R.S.; and notice of the time, date, location and purpose of the Districts was sent to property owners within the Districts via letter mailing pursuant to Section 32-1-204(1.5), C.R.S. and the Petitioners own or represent 100% of the property within the proposed Districts; and

WHEREAS, this Board did, on August 9, 2022, hold a full, public hearing on this matter, taking evidence establishing the jurisdiction of the Board to hear this matter and further taking evidence regarding the substantive issues set forth in Section 32-1-203, C.R.S.; and

WHEREAS, this Board has fully considered the testimony and other evidence presented to it in this matter.

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

Section 1. That the Board does hereby determine that all of the jurisdictional and other requirements of Sections 32-1-202 and 32-1-204, C.R.S., have been fulfilled, including those relating to the filing of the Service Plan and the form and timing of the public notice of the hearing and the public hearing held herein.

Section 2. The Board does hereby find and determine that:

- (a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
- (b) The existing service in the area to be served by the proposed Districts are inadequate for present and projected needs;
- (c) The Districts, as outlined in the Service Plan, are capable of providing economical and sufficient service to the area within its proposed boundaries;
- (d) The area included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- (e) Adequate service is not, and will not be, available to the area through the Town, other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
- (f) The facility and service standards of the Districts are compatible with the facility and service standards of the Town;
- (g) The proposal is in substantial compliance with the Town's Comprehensive Plan;
- (h) The proposal is in substantial compliance with the county, regional, or state long-range water quality management plans for the area;
- (i) The creation of the Districts will be in the best interest of the area proposed to be served;
- (j) The creation of the Districts will be in the best interests of the residents or future residents of the area proposed to be served;
- (k) The proposed Service Plan is in substantial compliance with Article 14 of the Frederick Land Use Code; and
- (l) The Creation of the Districts will not foster urban development that is remote from or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the proposed Districts.

Section 3. That the Service Plan of the Districts to finance and construct public improvements anticipated in the Service Plan, be and hereby is approved.

Section 4. That, pursuant to Section 32-1-204(4), the Board of Trustees hereby issues this Resolution of final approval to the Districts.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. 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 7. Certification. The Town Clerk shall certify to 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 ADOPTED THIS 9TH DAY OF AUGUST, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

CONSOLIDATED SERVICE PLAN
FOR
MINERS PARK METROPOLITAN DISTRICT NOS. 1 and 2
TOWN OF FREDERICK, COLORADO

Prepared
By

White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

_____, 2022

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LIST OF EXHIBITS

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EXHIBIT A-2	Legal Description of District No. 2 Boundaries
EXHIBIT B	Frederick Vicinity Map
EXHIBIT C-1	District No. 1 Boundary Map
EXHIBIT C-2	District No. 2 Boundary Map
EXHIBIT D	Engineer's Estimate of Costs and Capital Plan
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Form of Intergovernmental Agreement
EXHIBIT H	Form of Mill Levy Disclosure
EXHIBIT I	Proof of Ownership for all Properties within District

I. INTRODUCTION

A. Purpose and Intent.

Miners Park Metropolitan District Nos. 1 and 2 (collectively referred to as the “Districts”) are each an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated taxpayers of the Districts. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated taxpayers of the Districts and will work in conjunction with one another to finance, construct, operate, maintain or otherwise provide for the Public Improvements. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

Homeowners associations (HOAs), separate from the Districts, may own, operate and maintain certain common area improvements that are not financed by the Districts. The Districts may contract with the HOAs for the operation and maintenance of common area improvements that are financed by the Districts.

It is also anticipated that all streets constructed and/or improved by the Districts will be conveyed to and maintained by the Town. The Districts and/or the HOAs shall not be permitted to provide ongoing maintenance of any street improvements, except by written agreement with the Town. Services not being assumed by the Town or other governmental entities will be provided by the Districts and/or the HOAs.

B. Need for the Districts

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the Districts’ Service Plan.

The Town’s objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, maintenance and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts subject to the following limitations: all Debt is to be repaid by taxes at a tax mill levy no higher than the Limited Mill Levy, Development Fees, if imposed, subject to Section VI.D, and other legally available revenues, including, potentially, shared tax increment revenue pursuant to a cooperation agreement among the Districts and the Frederick Urban Renewal Authority. It is the intent of this Service Plan to assure that the Limited Mill Levy shall apply even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. Debt which is issued within these parameters (as further described in the Financial Plan) is anticipated to insulate

property owners from excessive tax burdens to support the servicing of the Debt and result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. Unless otherwise agreed, the Town will not be required to pay for or construct any of the Public Improvements for the Project. Ongoing operational and maintenance activities shall be allowed, but only as specifically set forth in the Intergovernmental Agreement.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for the performance of ongoing operational services of the Districts. Alternatively, if the Districts have operational service obligations under or as permitted by the Intergovernmental Agreement and no other entity has assumed the responsibility to provide such services, the Districts shall remain in existence solely to perform such services and to impose and collect taxes or fees to pay for the costs of such services.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town Board) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Project including the property within the District Boundaries, as approved by the Town pursuant to the Town Code, and as amended pursuant to the Town Code from time to time.

Board or Boards: means the board or boards of directors of the Districts, or the boards of directors of all of the Districts in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which one or more of the Districts have promised to impose an *ad valorem* property tax mill levy or has pledged District revenues.

Capital Plan: means the Capital Plan described in Section V.B.

Contribution Mill Levy: is defined in Section VI.C.

Debt Mill Levy: is defined in Section VI.C.

Development Fee: means the one-time development or system development fee described in Section VI.D.

Districts: means, collectively, District No. 1 and District No. 2.

District Boundaries: means the then-current boundaries of each District, as may be adjusted by the Board pursuant to inclusions and exclusions in accordance with Section V.A.10.

District Boundary Maps: means the maps attached hereto as **Exhibit C-1** and **C-2**, describing the initial boundaries of District No. 1 and District No. 2, respectively.

District No. 1: means the Miners Park Metropolitan District No. 1.

District No. 2: means the Miners Park Metropolitan District No. 2.

District No. 1 Boundaries: means the boundaries of the area legally described in **Exhibit A-1** attached hereto, as may be changed from time to time.

District No. 2 Boundaries: means the boundaries of the area legally described in **Exhibit A-2** attached hereto, as may be changed from time to time.

Exterior Roads: means roads located outside of the District Boundaries that are currently owned and maintained by the Town or the County, as applicable, and which the Districts shall not be permitted to acquire or maintain except in accordance with Section V.A.2.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the Districts.

Fees: means the Fees described in Section VI.J. of this Service Plan.

Financial Plan: means the Financial Plan described in Section VI which describes: (a) how the Public Improvements may be financed; (b) how the Debt is anticipated to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the formation of the Districts; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of District formation; (f) the dollar amount of any anticipated financing, including estimated capitalized interest, costs of issuance, maximum rates and discounts, and any anticipated expenses related to the organization and initial operation of the Districts; (g) a detailed repayment plan covering the life of any financing, including the expected frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and level of annual Debt service coverage expected which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding credit enhancement, if any, for the proposed financing, including, but not limited to, letters

of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Initial District Boundaries: means, collectively, the District No. 1 Boundaries, and the District No. 2 Boundaries, described in **Exhibits A-1** through **A-2**.

Initial Boundary Map: means the maps attached hereto as **Exhibit C-1** and **C-2** describing the initial boundaries of the Districts.

Intergovernmental Agreement: means: (a) the intergovernmental agreement required by Article 14 of the Town Land Use Code and attached hereto as **Exhibit G**, and any amendments or supplements thereto; and (b) any other intergovernmental agreement entered into by the Town and the Districts.

Interior Roads: means roads that are located inside of the District Boundaries that will be conveyed to the Town and which the Districts shall not be permitted to acquire or maintain except in accordance with Section V.A.2.

Limited Mill Levy: is defined in Section VI.C.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Operating Mill Levy: is defined in Section VI.C.

Project: means the development or property commonly referred to as Miners Park located in the Town, which is encompassed by the Districts.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on properties within the District Boundaries, or other documentation acceptable to the Town Attorney and attached hereto as **Exhibit I**.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and maintained as part of an Approved Development Plan and financed as generally permitted by the Special District Act and other applicable Colorado law, except as specifically limited herein, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the Districts.

Service Area: means the property within the Initial District Boundaries, as such boundaries may be changed from time to time pursuant to this Service Plan.

Service Plan: means this Consolidated Service Plan for the Districts approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Board in accordance with Article 14 of the Town Land Use Code and applicable State law.

Special District Act: means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Frederick, Colorado.

Town Board: means the Board of Trustees of the Town of Frederick, Colorado.

Town Code: means the Town of Frederick Municipal Code, as amended.

Town Land Use Code: means the Town of Frederick Land Use Code, as amended.

III. BOUNDARIES

The area of the District Boundaries includes approximately 90 acres. Legal descriptions of the District No. 1 Boundaries and District No. 2 Boundaries are attached hereto as **Exhibit A-1** and **A-2**, respectively. A vicinity map is attached hereto as **Exhibit B**. Maps of the District No. 1 Boundaries and District No. 2 Boundaries are attached hereto as **Exhibit C-1** and **C-2**, respectively. Proof of Ownership for all properties within the District Boundaries is attached hereto as **Exhibit I**. It is anticipated that the Districts' boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, et seq., C.R.S., and Sections 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V., below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the property within the District Boundaries is assumed to be \$0.00 for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The proposed uses within the Project include approximately 662 residential units and 19.5 acres of commercial property. In the event expectations change and the number of residential units or commercial square feet increases or decreases, such changes shall not constitute a material modification of the Service Plan.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units that may be identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES; SERVICE PLAN AMENDMENT

A. Powers of the Districts.

The Districts shall have the power and authority to provide the Public Improvements within and without the District Boundaries, and to exercise all power and authority vested in special districts under the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth in this Section V.A.

1. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, operate, maintain, and finance the Public Improvements, as may be appropriate for the Project. The Districts shall either retain ownership of or dedicate the Public Improvements to the Town or other appropriate entity or jurisdiction in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, applicable provisions of the Town Code, and any intergovernmental agreement with or among the Districts. The Districts shall provide for the operation and maintenance of any part or all of the Public Improvements of which they retain ownership and which are not operated and maintained operated and maintained by an HOA, as specifically provided for in the Intergovernmental Agreement. The Districts may impose an Operating Mill Levy that is subject to the Limited Mill Levy restrictions set forth in Section VI.C., as necessary, to provide for administrative and general operating expenses as well as costs for operating and maintaining any Public Improvements retained by the Districts or prior to their conveyance to the Town or other entity, and financing Public Improvements on a cash-flow basis. The Districts shall have the authority to provide covenant enforcement services, pursuant to Section 32-1-1004(8), C.R.S.

2. Street Limitation. The Districts shall be authorized to plan for, design, construct, install, relocate, redevelop, and finance street improvements pursuant to an Intergovernmental Agreement with the Town. In no event shall the Districts be permitted to permanently acquire or provide ongoing maintenance of any Interior Roads or Exterior Roads without a prior written agreement with the Town; provided, however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing for the street improvements.

3. Sanitation Limitation. It is currently anticipated that sanitary sewer service will be provided by St. Vrain Sanitation District. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the St. Vrain Sanitation District within the District Boundaries in any area of overlap except as may be consented to, and approved by, the St. Vrain Sanitation District's Board of Directors as expressed through the execution of an intergovernmental agreement between the Districts and the St. Vrain Sanitation District, which will apply in the event the Districts finance sanitation improvements. The Districts' Board will execute such approved intergovernmental agreement at the initial meeting of the Board after the entry of the order of formation by the District Court for and in Weld County, Colorado. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of this Service Plan. Any sanitation facilities financed by the Districts will be conveyed to the St. Vrain Sanitation District; provided, however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing for the sanitation improvements.

4. Water Limitation. Water service to the Project will be provided by the Town. The Districts shall be authorized to plan for, design, construct, install, relocate, redevelop, finance, operate, and maintain both potable and non-potable water facilities within the Project,

including the enforcement of related covenants, if necessary, pursuant to an Intergovernmental Agreement with the Town. The Districts shall be authorized to acquire, operate, and maintain the non-potable water facilities, as may be appropriate for the Project, but shall not be authorized to acquire any potable water facilities or to provide potable water service; provided, however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing any water facilities, whether potable or non-potable. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the Town within the District Boundaries in any area of overlap except as may be consented to, and approved by the Town, as expressed through the execution of a letter of consent or an intergovernmental agreement between the District(s) and the Town. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of this Service Plan.

The authority to plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of any water system shall not be limited by the Fire Protection limitations set forth in V.1.6, below; and nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing for the fire hydrants and related improvements.

5. Park and Recreation Limitation. The Districts shall be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, and maintain park and recreation facilities or programs, including, but not limited to, trails, open space, landscaping, irrigation facilities, and all necessary incidental and appurtenant facilities, land, and easements, together with extensions of and improvements to said facilities within and without the District Boundaries. It is currently anticipated that certain common area improvements shall be owned, operated, and maintained by the Districts or a HOA. Nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing for the park and recreation improvements.

The Districts shall not, to the extent prohibited by law, duplicate the services provided by the Carbon Valley Park and Recreation District within the District Boundaries in any area of overlap except as may be consented to, and approved by, the Carbon Valley Park and Recreation District's Board of Directors as expressed through the execution of a letter of consent or an intergovernmental agreement between the Districts and the Carbon Valley Park and Recreation District. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of this Service Plan.

In the event that the Districts have more funds available than are necessary to fund the public improvements to serve the development within the Districts, the Districts shall be authorized, but not required, to design, construct, and finance park and recreation facilities in Centennial Park, to be owned and operated by the Town, including but not limited to a community swimming pool, sport courts and related facilities, subject to the Town's approval of such facilities.

6. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities or services are provided pursuant to an intergovernmental agreement with the Frederick-Firestone Fire Protection District, or any successor thereof.

7. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an Intergovernmental Agreement with the Town.

8. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon [our] [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion Limitation. No District shall include within its boundaries any property from outside the District Boundaries without the prior written consent of the Town Board. Notice of all inclusions or exclusions shall be provided to the Town pursuant to the annual report filed in accordance with Sec. VII.A. of this Service Plan.

11. Initial Debt Limitation. On or before the execution of the Town Intergovernmental Agreement, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose or collect any fees used for the purpose of repayment of Debt.

12. Total Debt Issuance Limitation. No District (by itself or together with the other Districts, in the aggregate) shall issue Debt in excess of Thirty Million Dollars (\$30,000,000) (the "Total Debt Issuance Limitation") without the approval of the Town. Notwithstanding the foregoing, the Total Debt Issuance Limitation shall increase to Forty-Eight Million Five Hundred

Thousand Dollars (\$48,000,000) if the Town approves the issuance of revenue bonds related to water resource fees in accordance with Section V.A.16 herein.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an Intergovernmental Agreement with the Town. This Section shall not apply to specific ownership taxes, which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation Limitation. With the exception of consolidation among Miners Park Metropolitan District Nos. 1 and 2, as limited by Article VI.C.5., below, the Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town Board.

15. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Limited Mill Levy, have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment that is approved by the Town Board; and

(b) are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued, with a pledge or which results in a pledge, that exceeds the Limited Mill Levy (unless previously approved by the Town Board), shall be deemed a material modification of this Service Plan, pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town Board as part of a Service Plan Amendment.

16. Revenue Bond Limitation. The Districts shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District or Districts proposing to issue such other revenue bonds shall submit all relevant details of such issuance to the Town Manager, who shall determine whether the issuance of revenue bonds constitutes a material modification of the Service Plan. If it is determined that the issuance of revenue bonds constitutes a material modification of the Service Plan, the Districts shall then proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S., prior to issuing the revenue bonds. The Districts may determine to issue revenue bonds related to water resource fees in the future, in which case, the Districts shall comply with the requirements set forth in this Section. The District may collect a “district water acquisition fee” for paying the revenue bonds used to defray the cost of acquiring water for the District. Such fees shall be one-time fees imposed at or before building

permit and shall not be subject to the limits set forth in Section VI.D.2 herein. For the purposes of this Service Plan, bonds financed with tax increment revenue shall not constitute revenue bonds requiring the Town Board's prior written consent.

17. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain without the prior written consent of the Town Board. Notwithstanding any other provisions to the contrary in this Service Plan, the Town consents to the Districts' use of eminent domain to condemn oil and gas wells, tanks, pipelines and other facilities in the Service Area as necessary for development to occur.

18. Overlapping Districts. The Town shall be held harmless if St. Vrain Sanitation District, Carbon Valley Park and Recreation District, Frederick-Firestone Fire Protection District and/or any other special district service provider refuses to authorize services; and from any claims brought by St. Vrain Sanitation District, Carbon Valley Park and Recreation District, Frederick-Firestone Fire Protection District and/or any other special district service provider refuses to authorize services for improvements constructed or installed or services provided prior to receiving consent from that district.

19. Covenant Enforcement. The Districts shall have the power to provide covenant enforcement services within its territorial boundaries, subject to the requirements and limitations set forth in Section 32-1-1004(8), C.R.S.

B. Capital Plan.

1. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, as limited by this Service Plan, and to be more specifically defined in an Approved Development Plan. A Capital Plan is attached hereto as **Exhibit D**, showing the current estimated cost of the Public Improvements within the District Boundaries to be approximately Nineteen Million Five Hundred Seventy-Three Thousand Ninety-Eight Dollars (\$24,910,598.23) in 2022 dollars. In addition to the costs shown in the Capital Plan in Exhibit D, the Districts may also provide Public Improvements related to plug abandoned oil wells in the Districts in the approximate amount of Three Million Dollars (\$3,000,000) in 2022 dollars. Maps Depicting Public Improvements within the Districts are attached hereto as **Exhibit E**. The current estimated cost of the Public Improvements within the District Boundaries which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed by the Districts is approximately Twenty-Two Million Five Hundred Seventy-Three Thousand Ninety-Eight Dollars (\$27,910,598.23) in 2022 dollars. Thus, Due to the status of the development within the Project, it is unknown what additional costs for Public Improvements may be incurred by the Districts. As a result, the Total Debt Issuance Limitation set forth in Section V.A.12, above, has been adjusted for costs that are unanticipated as of the time of this Service Plan. The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions

of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts (or their proponents) will continue to develop and refine the Capital Plan and the Maps Depicting Public Improvements, as necessary, and prepare for issuance of Debt. Any phasing of development will be addressed during the Town's land use approval process. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable local, state, or federal requirements.

C. Service Plan Amendment.

1. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project. The Districts are each an independent unit of local government, separate and distinct from the Town, and their activities are subject to review by the Town only insofar as they may constitute a material modification from the requirements of or limitations in the Service Plan. The following shall constitute a material modification:

(a) Default in the payment of principal or interest of any bonds, notes, certificates, debentures, contracts, or other evidence of indebtedness or borrowing issued or incurred by the Districts which:

(i) Persists for a period of one hundred twenty (120) days or more; and

(ii) The defaulted payment aggregates either Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the outstanding principal balance of the indebtedness, whichever is less; and

(iii) The creditors have not agreed in writing to forbear from pursuit of legal remedies.

(b) The failure of the Districts to develop, cause to be developed, or consent to the development by others of any capital facility proposed in its Service Plan when necessary to serve approved development within a District.

(c) Failure of a District to realize at least seventy-five percent (75%) of the development revenues (including developer contributions, loans, or advances) projected in the financial portion of the Service Plan for repayment of debt during the three-year period ending with the report year, where development revenue is defined as fees, exactions, and charges imposed by a District on residential development, excluding taxes, provided that the disparity between projected and realized revenue exceeds Fifty Thousand Dollars (\$50,000).

(d) The development of any capital facility in excess of One Hundred Thousand Dollars (\$100,000) in cost, which is not either identified in the Service Plan or authorized by the Town in the course of a separate development approval, excluding bona fide cost projection miscalculations; and state or federally mandated improvements, particularly water or sanitation facilities.

(e) The occurrence of any event or condition that is defined under the Service Plan or Intergovernmental Agreement as necessitating a Service Plan Amendment.

(f) The material default by a District under any Intergovernmental Agreement with the Town.

(g) Any of the events or conditions enumerated in Section 32-1- 207(2), C.R.S., as amended.

2. Amendment of this Service Plan shall be pursuant to Section 14.6 of the Town Land Use Code.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, operation, maintenance, redevelopment, and/or financing of the Public Improvements, subject to the limitations set forth in this Service Plan, from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Limited Mill Levy and other legally available revenues. Such other legally available revenues may include shared tax increment revenue pursuant to a cooperation agreement among the Districts and the Frederick Urban Renewal Authority. The total Debt that the Districts shall be permitted to issue shall not exceed Thirty Million Dollars (\$30,000,000), exclusive of refundings (the "Total Debt Issuance Limitation"). Such Debt authorization allows for 125% coverage of the current financial plan estimates to allow for contingencies and financing variations based upon changes in construction costs, development build out, and absorption of the project. Notwithstanding the foregoing, the Total Debt Issuance Limitation shall increase to Forty-Eight Million Dollars (\$48,000,000) if the Town approves the issuance of revenue bonds related to water resource fees in accordance with Section V.A.16 herein. Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general *ad valorem* taxes to be imposed upon all taxable property of the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32- 1-1001(1), C.R.S., as amended from time to time, and as limited by the Service Plan. The Debt that the Districts may issue or otherwise pledge revenues to for Public Improvements is supported by the Financial Plan prepared by Piper Sandler & Co., which is attached hereto as **Exhibit F**. The Financial Plan sets forth reasonably estimated projections regarding issuance of Debt, and such

projections shall not serve as limitations on the issuance of Debt except as otherwise expressly set forth in the Service Plan.

In accordance with this Service Plan, the Districts may convey any or all of the Public Improvements to other jurisdictions, but shall provide for the operation and maintenance of the Public Improvements of which it retains ownership and which are not operated and maintained by a HOA. Pursuant to the financial model presented in **Exhibit F**, it is anticipated that a Debt Mill Levy, an Operating Mill Levy, along with the Contribution Mill Levy, equal to or less than the Limited Mill Levy, will produce sufficient revenue to support debt service and operations and maintenance expenses throughout the repayment period.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt is fifteen percent (15%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, state law and federal law as then applicable to the issuance of public securities.

C. Limited Mill Levy.

“Limited Mill Levy” shall mean an *ad valorem* mill levy (a mill being equal to 1/10 of 1¢) imposed upon all taxable property of a District each year in an amount that does not exceed a combined total of fifty (50) mills for the Debt Mill Levy, Contribution Mill Levy, and Operating Mill Levy; provided that if, on or after January 1, 2022, there are changes in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut or abatement; the Limited Mill Levy may be increased or decreased to offset such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring on or after January 1, 2022, are neither diminished nor enhanced as a result of such changes. The Limited Mill Levy, or any component mill levy thereof, may be adjusted at any time with the prior written consent of the Town Board.

1. The Debt Mill Levy shall be imposed in an amount sufficient to pay the principal of, premium if any, and interest on Debt as the same become due and payable, and to make up any deficiencies in any debt service reserve for the Debt and shall not exceed fifty (50) mills, including the Contribution Mill Levy of three (3) mills to the Town, subject to adjustment as described in Section VI.C. of this Service Plan.

2. Without increasing the Debt Mill Levy, at any time a District imposes a mill levy for debt service purposes, the District shall impose a Contribution Mill Levy of three (3) mills for purposes of financing capital improvements or for financing operations and maintenance expenses associated with Town capital improvements, which revenues shall be remitted to the Town upon the District’s receipt. The revenues received by the Town from the Contribution Mill Levy may be applied to any Town capital improvement so long as the capital improvement is one that the Districts could otherwise finance (e.g., streets, traffic safety controls, street lighting, water, sanitary sewer, storm drainage, landscaping improvements, and parks and recreation). The

Districts' imposition of the three (3) mills for Town capital improvements or operation and maintenance of Town capital improvements shall be memorialized in the Intergovernmental Agreement and a District's failure to levy, collect, and remit the three (3) mills shall constitute a material modification of this Service Plan. In the event that a District does not impose a Debt Mill Levy, the District shall have no obligation to levy, collect, or pay over to the Town the three (3) mills set forth herein.

3. The Operating Mill Levy shall be imposed by the Districts to fund administrative, operating, and facilities maintenance expenses, as required, including the repayment of any advances provided to the Districts for such purposes, and shall not be imposed in an amount that, when combined with the Debt Mill Levy and Contribution Mill Levy, exceeds fifty (50) mills, subject to adjustment as described in Section VI.C. of this Service Plan.

4. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

5. In the event the Districts' boundaries overlap with the boundaries of one or more of the other Districts or any of the Districts are consolidated, the total mill levy imposed by the Districts or consolidated District, together with the other District(s) shall not, in the aggregate, exceed the Limited Mill Levy.

D. Debt Repayment Sources.

1. Mill Levies. The Districts may impose a mill levy on all taxable property of the Districts as a primary source of revenue for repayment of debt service and for operations and maintenance, subject to Section V.A.1. of the Service Plan. In no event shall the Debt Mill Levy in the Districts exceed the Limited Mill Levy, except with the prior written consent of the Town Board.

2. Development Fee. The Districts may also impose and collect a Development Fee to assist with the planning and development of the Public Improvements, as allowed and limited by Colorado law, which Development Fee, if imposed, shall be a one-time fee collected by the Districts at or prior to the issuance of a building permit and shall not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).

2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).

3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed twenty-five cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation

adjustment) commencing on January 1, 2022. If imposed, the Development Fee shall be collected by the Districts at or prior to the issuance of a building permit for a unit or structure. In the event the Town issues a building permit prior to payment of an applicable Development Fee, in whole or in part, the Districts shall continue to be entitled to collect unpaid Development Fees notwithstanding the fact that a building permit has been issued. The Development Fee shall constitute a perpetual lien pursuant to Section 32-1-1001(1)(j), C.R.S.

3. Tax Increment Sharing Revenue. It is anticipated that the Districts will enter into a cooperation agreement regarding shared tax increment revenue with the Frederick Urban Renewal Authority and such shared tax increment revenue may be pledged by the Districts for the repayment of Debt.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

F. Security for Debt.

The Districts shall not pledge any revenue or property of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

G. TABOR Compliance.

The Districts will comply with the provisions of Article X, Section 20 of the Colorado Constitution ("TABOR"). In the discretion of the Boards, the Districts may set up enterprises to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board.

H. Districts' Operating Costs.

The estimated cost of engineering services, legal services and other services related to the Districts' organization and initial operations, which will be eligible for reimbursement from Debt proceeds, are anticipated to not exceed Two Hundred Thousand Dollars (\$200,000).

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained, as such maintenance is addressed in the Intergovernmental Agreement. The first year's operating budget is estimated to be Sixty Thousand Dollars (\$60,000), which is anticipated to be derived from developer advances and other available revenues.

The Districts may impose an Operating Mill Levy to provide for administrative and general operating expenses, operating and maintaining Public Improvements that are retained by the Districts or prior to their conveyance to the Town or other entity, and financing Public Improvements on a cash-flow basis.

The Operating Mill Levy shall be subject to the Limited Mill Levy restrictions contained in Section VI.C.

I. Subdistricts.

The Districts may only organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., with the prior written approval of the Town Board; provided, however, that any such subdistrict(s) or area(s) shall be subject to all limitations on Debt and other provisions of the Service Plan as if combined with the Districts. Neither the Limited Mill Levy nor any Debt limit shall be increased as a result of creation of a subdistrict. Subject to obtaining Town approval, and in accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, financing, and relationship of the subdistrict(s) or area(s).

VII. ANNUAL REPORT

A. General. In accordance with Section 14.3(a) of Town Land Use Code, as it may be amended, and State statute, the Districts shall file an annual report with the Town Clerk no later than September 1, which annual report shall reflect activity and financial events of the Districts through the preceding December 31 (the "report year").

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year, including a summary of the status of construction of the Public Improvements;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the Districts for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year.

If exempt from audit, the Districts shall provide a copy of the Request for Exemption and the State's approval for the exemption;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the Districts in the report year, the total assessed valuation of all taxable property of the Districts as of December 31 of the report year and the current mill levy of the Districts pledged to Debt retirement in the report year;

5. The Districts' budget for the calendar year in which the annual report is submitted;

6. A summary of the residential and commercial development in the Districts for the report year;

7. A summary of all fees, charges and assessments imposed by the Districts as of January 1 of the report year;

8. Certification of the Board that no action, event, or condition enumerated in Section 14.4 of the Town Land Use Code (Material Modification) has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Board;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place, and time of the regular meetings of the Board;

10. A summary of any boundary changes completed in the report year;

11. A list of all Intergovernmental Agreements entered into in the report year;

12. Information regarding any rules and regulations adopted by the Districts in the report year;

13. A summary of any litigation involving the Public Improvements;

14. A list of Public Improvements conveyed by the Districts to the County or Municipality;

15. Notice of any uncured defaults on Debt; and

16. Information regarding any inability of the Districts to pay their obligations.

VIII. DISSOLUTION

Upon an independent determination of the Town Board that the purposes for which the Districts was created have been accomplished, the Districts shall file a petition in the District Court for and in Weld County, Colorado, for dissolution, pursuant to the applicable state statutes. In no event shall a dissolution occur until a District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations, and, if applicable, the assumption by another entity reasonably acceptable to the Town of the responsibility to provide any service obligations of the Districts as required pursuant to state statutes.

IX. DISCLOSURE TO PURCHASERS

The Districts shall provide written and recorded notice of the total (overlapping) tax burden, including the Limited Mill Levy, in the form set forth in **Exhibit H** attached hereto. The notice shall be recorded against all property within the Districts.

X. INTERGOVERNMENTAL AGREEMENTS

A proposed form of the Intergovernmental Agreement required by Article 14 of the Town Land Use Code, relating to the limitations imposed on the Districts' activities, as modified to conform with this Service Plan, is attached hereto as **Exhibit G**. The Districts shall approve the Intergovernmental Agreement at their first Board meeting after its organizational election and prior to the issuance of any Debt, in the same form as is attached and with any revisions as approved by the Town Board. Failure of the Districts to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Board may approve the Intergovernmental Agreement at the public hearing approving the Service Plan. Except as otherwise determined by the Town Board, any subsequent amendment to the Intergovernmental Agreement approved by the Town Board shall not constitute a material modification of this Service Plan.

The Districts anticipate entering into an intergovernmental agreement for the financing and construction of the Public Improvements and coordinated administrative and operations between and among the Districts in an effort to provide more efficient and cost-effective services to the Project.

The Districts expect to obtain a consent letter from or to enter into an intergovernmental agreement with St. Vrain Sanitation District and the Carbon Valley Park and Recreation District, concerning consent to the Districts' overlap of boundaries.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, to the extent required by Section 32-1-203(2), C.R.S., and as required by Section 14.16(b) of the Town Land Use Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts.

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs.

3. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries.

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the Town.

7. The proposal is in substantial compliance with the Town's Master Plan.

8. The proposal is in compliance with any duly adopted Town, regional or State long-range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.

10. The creation of the Districts is in the best interests of the residents and future residents of the area proposed to be served.

11. The proposal is in substantial compliance with Article 14 of the Town Land Use Code.

12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the Districts.

EXHIBIT A-1

LEGAL DESCRIPTION OF DISTRICT NO. 1 BOUNDARIES

BLOCK 3, MINERS' PARK TOWN CENTRE, RECORDED AT RECEPTION NO. 3890351 ON NOVEMBER 21, 2012, IN THE REAL PROPERTY RECORDS OF WELD COUNTY, COLORADO;

AND

WEST TRACT 1A, MINERS' PARK TOWN CENTRE FILING TWO SUBDIVISION AMENDMENT, RECORDED AT RECEPTION NO. 4047091 ON SEPTEMBER 18, 2014, IN THE REAL PROPERTY RECORDS OF WELD COUNTY, COLORADO.

EXHIBIT A-2

LEGAL DESCRIPTION OF DISTRICT NO. 2 BOUNDARIES

ALL OF MINERS' PARK TOWN CENTRE FILING TWO SUBDIVISION AMENDMENT, RECORDED AT RECEPTION NO. 4047091 ON SEPTEMBER 18, 2014, IN THE REAL PROPERTY RECORDS OF WELD COUNTY, COLORADO;

AND

ALL OF MINERS' PARK TOWN CENTRE, RECORDED AT RECEPTION NO. 3890351 ON NOVEMBER 21, 2012, IN THE REAL PROPERTY RECORDS OF WELD COUNTY, COLORADO;

LESS AND EXCEPT

OUTLOT A, BLOCK 3, AND BLOCK 4, MINERS' PARK TOWN CENTRE, RECORDED AT RECEPTION NO. 3890351 ON NOVEMBER 21, 2012, IN THE REAL PROPERTY RECORDS OF WELD COUNTY, COLORADO; AND

WEST TRACT 1A, MINERS' PARK TOWN CENTRE FILING TWO SUBDIVISION AMENDMENT, RECORDED AT RECEPTION NO. 4047091 ON SEPTEMBER 18, 2014, IN THE REAL PROPERTY RECORDS OF WELD COUNTY, COLORADO.

EXHIBIT B

FREDERICK VICINITY MAP



Miners Park Metropolitan District Nos. 1 & 2 Vicinity Map

EXHIBIT C-1

DISTRICT NO. 1 BOUNDARY MAP

BOUNDARY MAPS OF MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

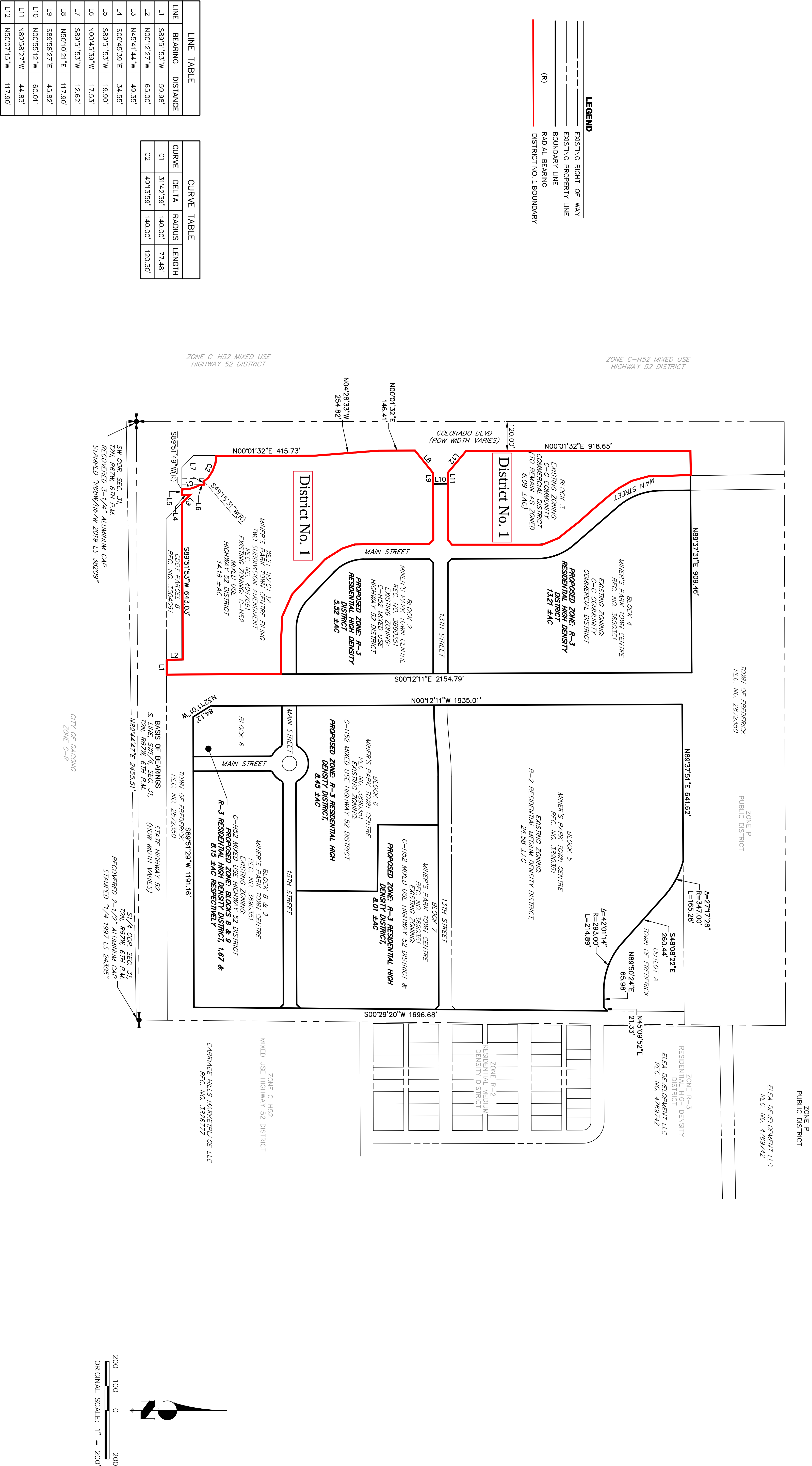


EXHIBIT C-2

DISTRICT NO. 2 BOUNDARY MAP

EXHIBIT D

ENGINEER'S ESTIMATE OF COSTS AND CAPITAL PLAN

ENGINEER'S PROBABLE COST ESTIMATE
MINERS PARK ON-SITE INFRASTRUCTURE IMPROVEMENTS
FREDERICK, CO
JOB NO. 39802.00
PREPARED BY:
JR ENGINEERING

Phase	Public Improvement Cost Subtotal	25% of Cost Total	Public Improvement Cost Total
<u>ROADWAY</u>			
Cost	\$ 6,260,100	\$ 1,565,025	\$ 7,825,125
<u>DRAINAGE INFRASTRUCTURE</u>			
Cost	\$ 867,500	\$ 216,875	\$ 1,084,375
<u>WATER LINE IMPROVEMENTS</u>			
Cost	\$ 1,450,000	\$ 362,500	\$ 1,812,500
<u>SANITARY SEWER IMPROVEMENTS</u>			
Cost	\$ 695,500	\$ 173,875	\$ 869,375
<u>TOTAL ESTIMATED COSTS</u>	\$ 9,273,100	\$ 2,318,275	\$ 11,591,375
		PAYMENT, PERFORMANCE & MATERIAL BONDS - 1%	\$ 115,914
		ENGINEERING & SURVEYING- 10%	\$ 1,159,138
		MATERIAL TESTING- 2%	\$ 231,828
		CONSTRUCTION SURVEYING - 2%	\$ 231,828
		CONSTRUCTION OVERSIGHT - 5%	\$ 579,569
		PERMITTING - 2%	\$ 231,828
		<u>TOTAL ESTIMATED ON-SITE IMPROVEMENT COSTS</u>	\$ 14,141,478

ENGINEER'S PROBABLE COST ESTIMATE
MINERS PARK ON-SITE INFRASTRUCTURE IMPROVEMENTS
FREDERICK, CO
JOB NO. 39802.00
PREPARED BY:
JR ENGINEERING

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
ROADWAY				
1 Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2 Subgrade Preparation (12" Depth)	45,400	SY	\$ 4.00	\$ 181,600.00
3 Hot Mix Asphalt (7" Depth)	15,500	TON	\$ 125.00	\$ 1,937,500.00
4 Aggregate Base Course (Class 6)(12" Depth)	26,000	TON	\$ 60.00	\$ 1,560,000.00
5 Unclassified Excavation (CIP)	25,000	CY	\$ 15.00	\$ 375,000.00
6 Signage	30	EA	\$ 300.00	\$ 9,000.00
7 Striping	50	GAL	\$ 700.00	\$ 35,000.00
8 6" Vertical Curb & Gutter w/ 2' Pan	8,700	LF	\$ 50.00	\$ 435,000.00
9 5' Concrete Sidewalk (6" Depth)	4,600	SY	\$ 85.00	\$ 391,000.00
10 ADA Ramps	24	EA	\$ 1,500.00	\$ 36,000.00
11 Roundabout	1	EA	\$ 200,000.00	\$ 200,000.00
12 Channel Crossing	3	EA	\$ 300,000.00	\$ 900,000.00
13 Erosion Control	25.0	AC	\$ 6,000.00	\$ 150,000.00
			SUBTOTAL	\$ 6,260,100.00
			25% CONTINGENCY	\$ 1,565,025.00
			LOCAL ROAD IMPROVEMENT TOTAL	\$ 7,825,125.00
DRAINAGE INFRASTRUCTURE				
1 18" RCP	300	LF	\$ 125.00	\$ 37,500.00
2 36" RCP	220	LF	\$ 200.00	\$ 44,000.00
3 42" RCP	1,650	LF	\$ 280.00	\$ 462,000.00
4 5' Storm Manhole	2	EA	\$ 6,000.00	\$ 12,000.00
5 Type-D Inlet	1	EA	\$ 12,000.00	\$ 12,000.00
6 Type-R Inlet	15	EA	\$ 12,000.00	\$ 180,000.00
7 Connect to Existing Storm	2	EA	\$ 10,000.00	\$ 20,000.00
8 Retention Pond Modifications	1	LS	\$ 100,000.00	\$ 100,000.00
			SUBTOTAL	\$ 867,500.00
			25% CONTINGENCY	\$ 216,875.00
			DRAINAGE INFRASTRUCTURE IMPROVEMENT TOTAL	\$ 1,084,375.00
WATER LINE IMPROVEMENTS				
1 8" PVC Water Line	9,000	LF	\$ 125.00	\$ 1,125,000.00
2 8" Gate Valve	50	EA	\$ 2,500.00	\$ 125,000.00
3 Fire Hydrant Assembly (Includes Pipe and Fittings)	12	EA	\$ 10,000.00	\$ 120,000.00
4 Connect to Existing Water Line	2	EA	\$ 5,000.00	\$ 10,000.00
5 8" Water Line Lowering	7	EA	\$ 10,000.00	\$ 70,000.00
			SUBTOTAL	\$ 1,450,000.00
			25% CONTINGENCY	\$ 362,500.00
			WATER LINE IMPROVEMENT TOTAL	\$ 1,812,500.00
SANITARY SEWER IMPROVEMENTS				
1 8" PVC Sanitary Line	4,100	LF	\$ 115.00	\$ 471,500.00
2 Connect to Existing Sanitary Line	7	EA	\$ 5,000.00	\$ 35,000.00
3 4' Sanitary Manhole	21	EA	\$ 9,000.00	\$ 189,000.00
			SUBTOTAL	\$ 695,500.00
			25% CONTINGENCY	\$ 173,875.00
			SANITARY SEWER IMPROVEMENT TOTAL	\$ 869,375.00
			ON-SITE IMPROVEMENT SUBTOTAL	\$ 11,591,375.00
			PAYMENT, PERFORMANCE & MATERIAL BONDS - 1%	\$ 115,913.75
			ENGINEERING & SURVEYING- 10%	\$ 1,159,137.50
			MATERIAL TESTING- 2%	\$ 231,827.50
			CONSTRUCTION SURVEYING - 2%	\$ 231,827.50
			CONSTRUCTION OVERSIGHT - 5%	\$ 579,568.75
			PERMITTING - 2%	\$ 231,827.50
			ON-SITE IMPROVEMENT TOTAL	\$ 14,141,477.50

**ENGINEER'S PROBABLE COST ESTIMATE
MINERS PARK OFF-SITE INFRASTRUCTURE IMPROVEMENTS
FREDERICK, CO
JOB NO. 39802.00
PREPARED BY:
JR ENGINEERING**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
ROADWAY IMPROVEMENTS (COLORADO BLVD)				
1 Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2 Subgrade Preparation (1' Depth)	6,100	SY	\$ 4.00	\$ 24,400.00
3 Hot Mix Asphalt (12" Depth)	400	TON	\$ 125.00	\$ 50,000.00
4 Aggregate Base Course (Class 6)(12" Depth)	3,300	TON	\$ 60.00	\$ 198,000.00
5 Unclassified Excavation (CIP)	6,000	CY	\$ 15.00	\$ 90,000.00
6 2' Saw Cut	2,800	LF	\$ 5.00	\$ 14,000.00
7 Signage	6	EA	\$ 300.00	\$ 1,800.00
8 Striping	15	GA	\$ 700.00	\$ 10,818.18
9 Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
10 6" Vertical Curb & Gutter w/ 2' Pan	2,300	LF	\$ 50.00	\$ 115,000.00
11 Detached 8' Walk (6" Depth)	1,700	SY	\$ 80.00	\$ 136,000.00
12 ADA Curb Ramp	8	EA	\$ 1,500.00	\$ 12,000.00
13 Erosion Control	2.5	AC	\$ 6,000.00	\$ 15,000.00
14 Roundabout (Colorado Blvd & 13th Street)	1	LS	\$ 3,500,000.00	\$ 3,500,000.00
			SUBTOTAL	\$ 4,267,018.18
			25% CONTINGENCY	\$ 1,066,754.55
			COLORADO BLVD IMPROVEMENT TOTAL	\$ 5,333,772.73
ROADWAY IMPROVEMENTS (STATE HIGHWAY 52)				
1 Subgrade Preparation (1' Depth)	3,000	SY	\$ 4.00	\$ 12,000.00
2 Hot Mix Asphalt (12" Depth)	1,900	TON	\$ 125.00	\$ 237,500.00
3 Aggregate Base Course (Class 6)(12" Depth)	1,700	TON	\$ 60.00	\$ 102,000.00
4 Unclassified Excavation (Import)	5,000	CY	\$ 15.00	\$ 75,000.00
5 2' Saw Cut	2,000	LF	\$ 5.00	\$ 10,000.00
6 Signage	12	EA	\$ 300.00	\$ 3,600.00
7 Striping	50	GA	\$ 700.00	\$ 35,000.00
8 Intersection Improvements (Co Blvd and SH 52)	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
9 Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
10 6" Vertical Curb & Gutter w/ 2' Pan	200	LF	\$ 50.00	\$ 10,000.00
11 6" Vertical Curb & Gutter w/ 1' Spill Pan	400	LF	\$ 45.00	\$ 18,000.00
12 Detached 5' Walk (6" Depth) [interim]	1,200	SY	\$ 80.00	\$ 96,000.00
13 ADA Curb Ramp	4	EA	\$ 1,500.00	\$ 6,000.00
14 Bridge Widening	1	LS	\$ 100,000.00	\$ 100,000.00
15 Erosion Control	3.1	AC	\$ 6,000.00	\$ 18,600.00
16 Project TT-C8: Proposed Structure – Replace EX XING with low flow XING	1	LS	\$ 59,000.00	\$ 59,000.00
17 Project TT-C9: Proposed Structure – 3' H x 10' W RCBC	1	LS	\$ 549,000.00	\$ 549,000.00
18 Project TT-C23: Proposed Structure – (2) 3' H x 12' W RCBC	1	LS	\$ 721,000.00	\$ 721,000.00
			SUBTOTAL	\$ 2,773,700.00
			25% CONTINGENCY	\$ 693,425.00
			SH52 IMPROVEMENT TOTAL	\$ 3,467,125.00
			TOTAL ROADWAY IMPROVEMENTS	\$ 8,800,897.73

ENGINEER'S PROBABLE COST ESTIMATE
MINERS PARK OFF-SITE INFRASTRUCTURE IMPROVEMENTS
FREDERICK, CO
JOB NO. 39802.00
PREPARED BY:
JR ENGINEERING

DRAINAGE INFRASTRUCTURE

1 Drainage Swale Grading	1,400	LF	\$ 15.00	\$ 21,000.00
SUBTOTAL				\$ 21,000.00
25% CONTINGENCY				\$ 5,250.00
DRAINAGE INFRASTRUCTURE IMPROVEMENT TOTAL				\$ 26,250.00
OFF-SITE IMPROVEMENT SUBTOTAL				\$ 8,827,147.73
PAYMENT, PERFORMANCE & MATERIAL BONDS - 1%				\$ 88,271.48
ENGINEERING & SURVEYING- 10%				\$ 882,714.77
MATERIAL TESTING- 2%				\$ 176,542.95
CONSTRUCTION SURVEYING - 2%				\$ 176,542.95
CONSTRUCTION OVERSIGHT - 5%				\$ 441,357.39
PERMITTING - 2%				\$ 176,542.95
OFF-SITE IMPROVEMENT TOTAL				\$ 10,769,120.23

EXHIBIT E

MAPS DEPICTING PUBLIC IMPROVEMENTS

Miners Park

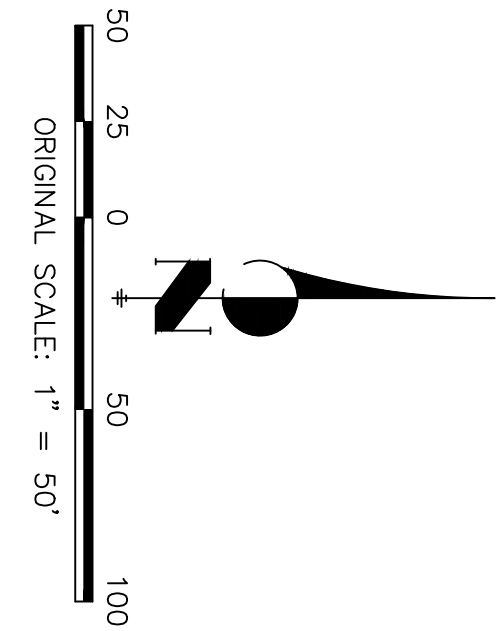
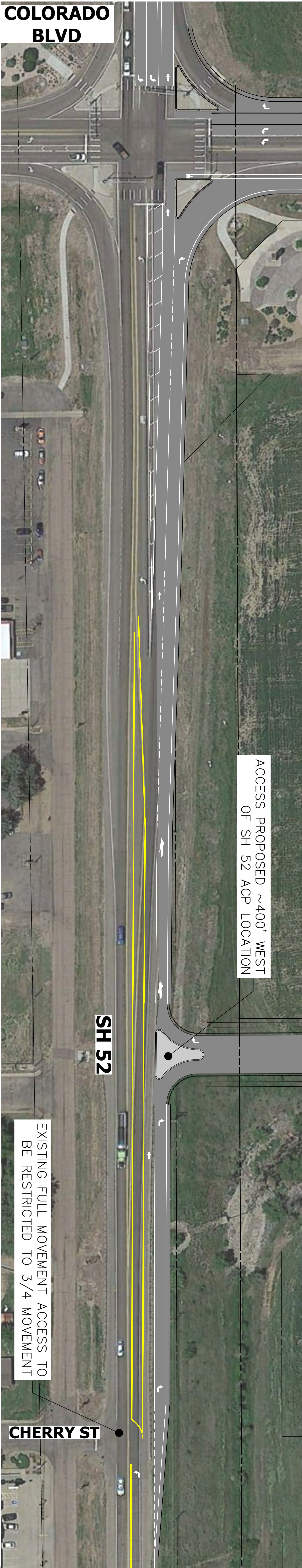
Interim Lane Geometry for Colorado Boulevard



CO. BLVD INTERIM GEOMETRY
MINERS PARK
JOB NO. 39802.00
8/2/22
SHEET 2 OF 2

Miners Park

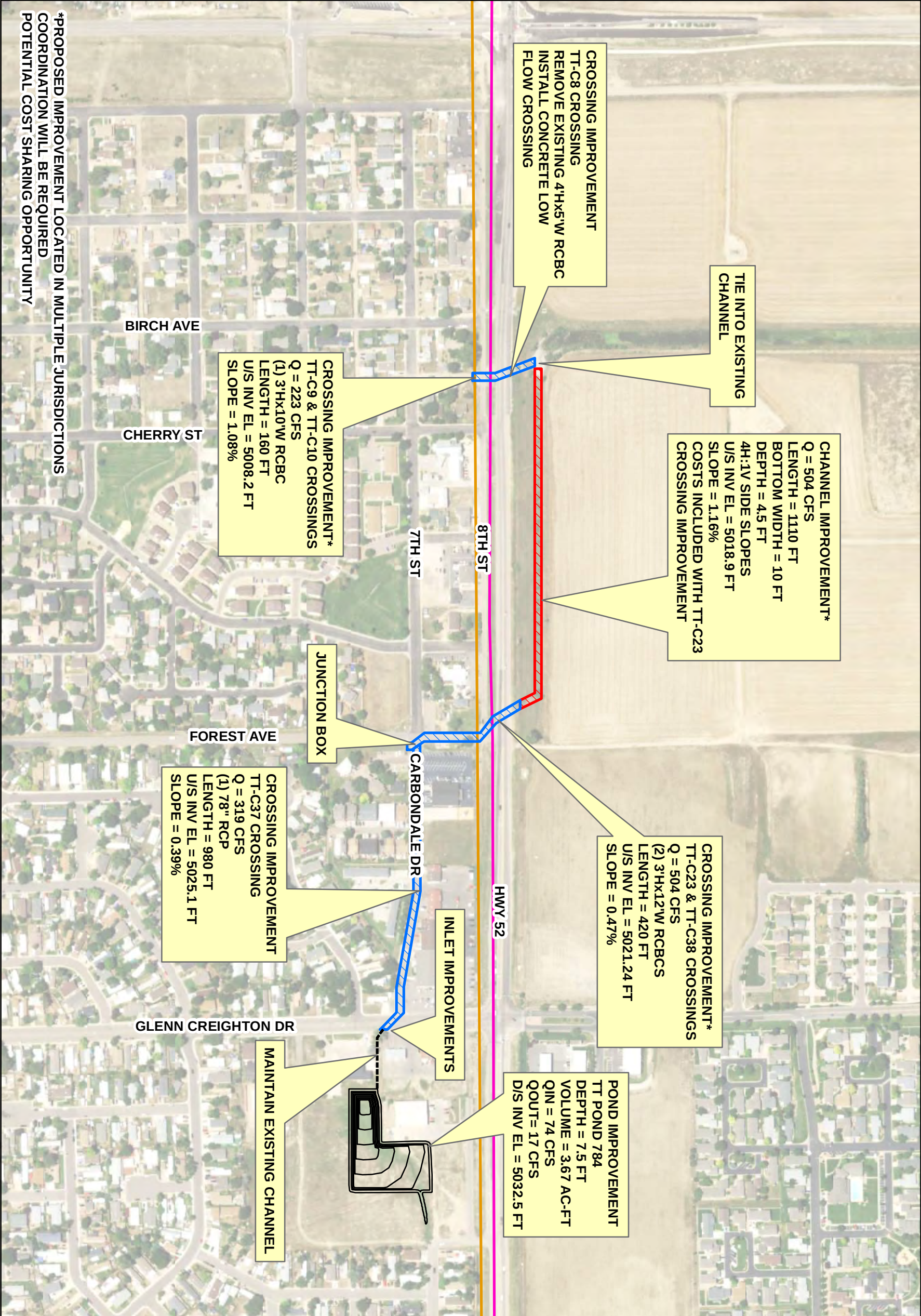
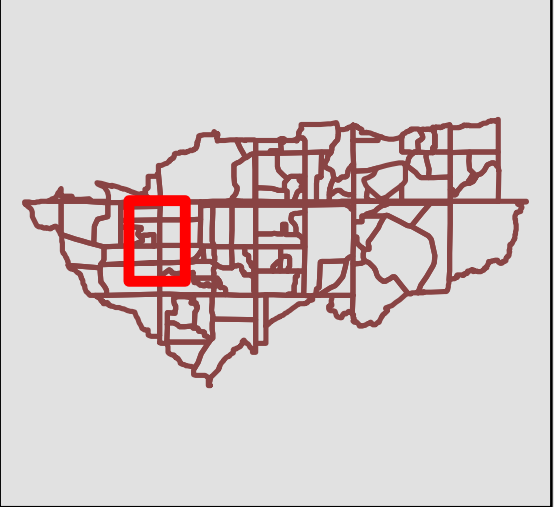
Interim Lane Geometry for SH 52



Legend

-  Crossing Improvement
-  Channel Improvement
-  Pond Improvement
-  Dacono Planning Boundary
-  Frederick Planning Boundary

Key Map



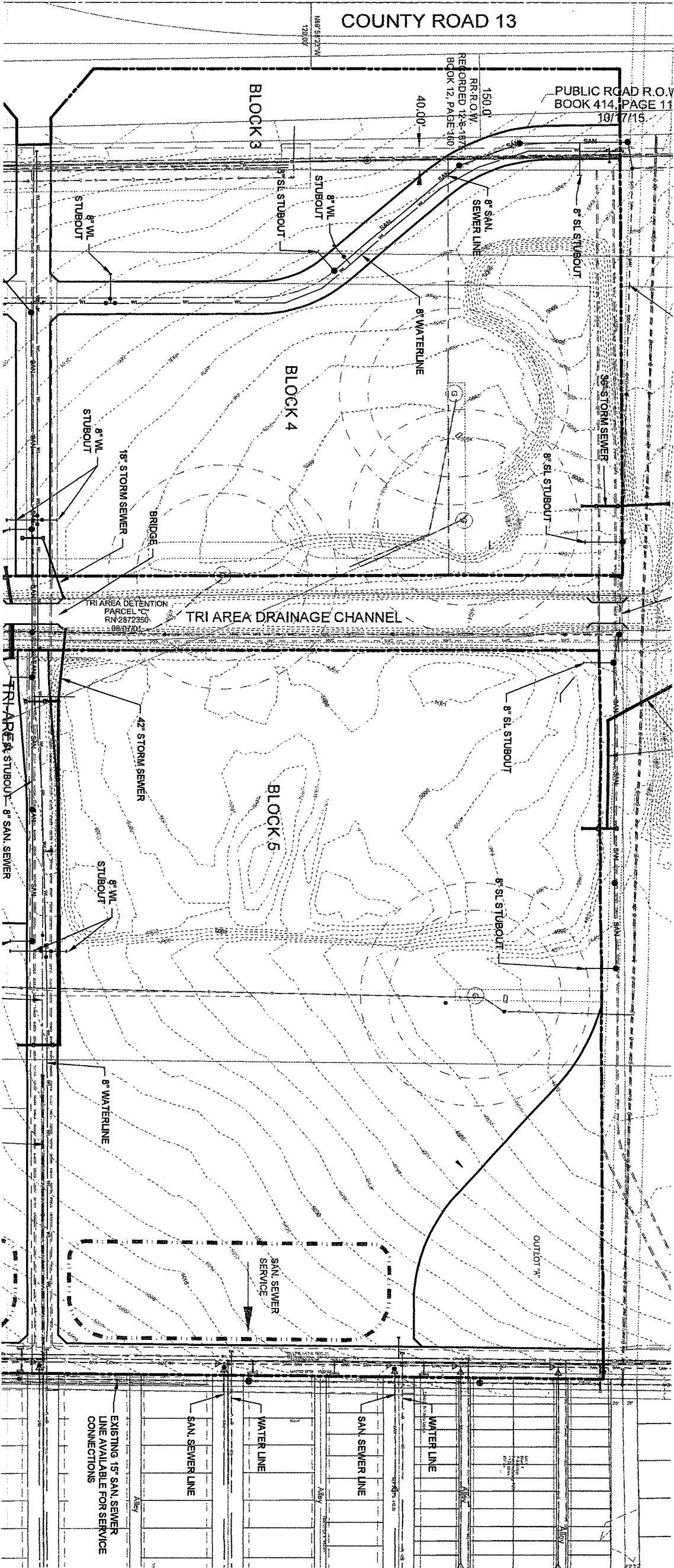
Anderson Consulting Engineers, Inc.
Civil • Water Resources • Environmental



FREDERICK AND DACONO
OUTFALL SYSTEM PLAN

TRI-TOWN
PROPOSED
IMPROVEMENTS

DRAWN BY:	EK
DESIGNED BY:	BS & EK
CHECKED BY:	BS
PROJECT NUMBER:	COTOFAS
DATE:	11/14/2021
SHEET:	TT
INDEX:	PI-4



LEGEND:

---	EXISTING GAS LINE
---	EXISTING WATER LINE
---	EXISTING SANITARY SEWER LINE
---	EXISTING STORM SEWER LINE
---	EXISTING GAS LINE
---	PROPOSED 8" WATER LINE (UNLESS NOTED OTHERWISE)
---	PROPOSED 8" SANITARY SEWER LINE (UNLESS NOTED OTHERWISE)
---	PROPOSED STORM SEWER LINE
---	RELOCATED GAS LINES
---	ALL BUILDING SITES ADJACENT TO MAPLE STREET MAY TIE INTO THE EXISTING 15" SANITARY SEWER LINE IN MAPLE STREET

MINERS PARK TOWN CENTRE

PRELIMINARY UTILITY

QUANTITY TAKE-OFF PLAN

JOHN HALEY LAND COMPANY

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 31, TOWNSHIP 2 NORTH, RANGE 87 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, TOWN OF FREDERICK, COUNTY OF WELD,
STATE OF COLORADO

DATE: 2-16-2012

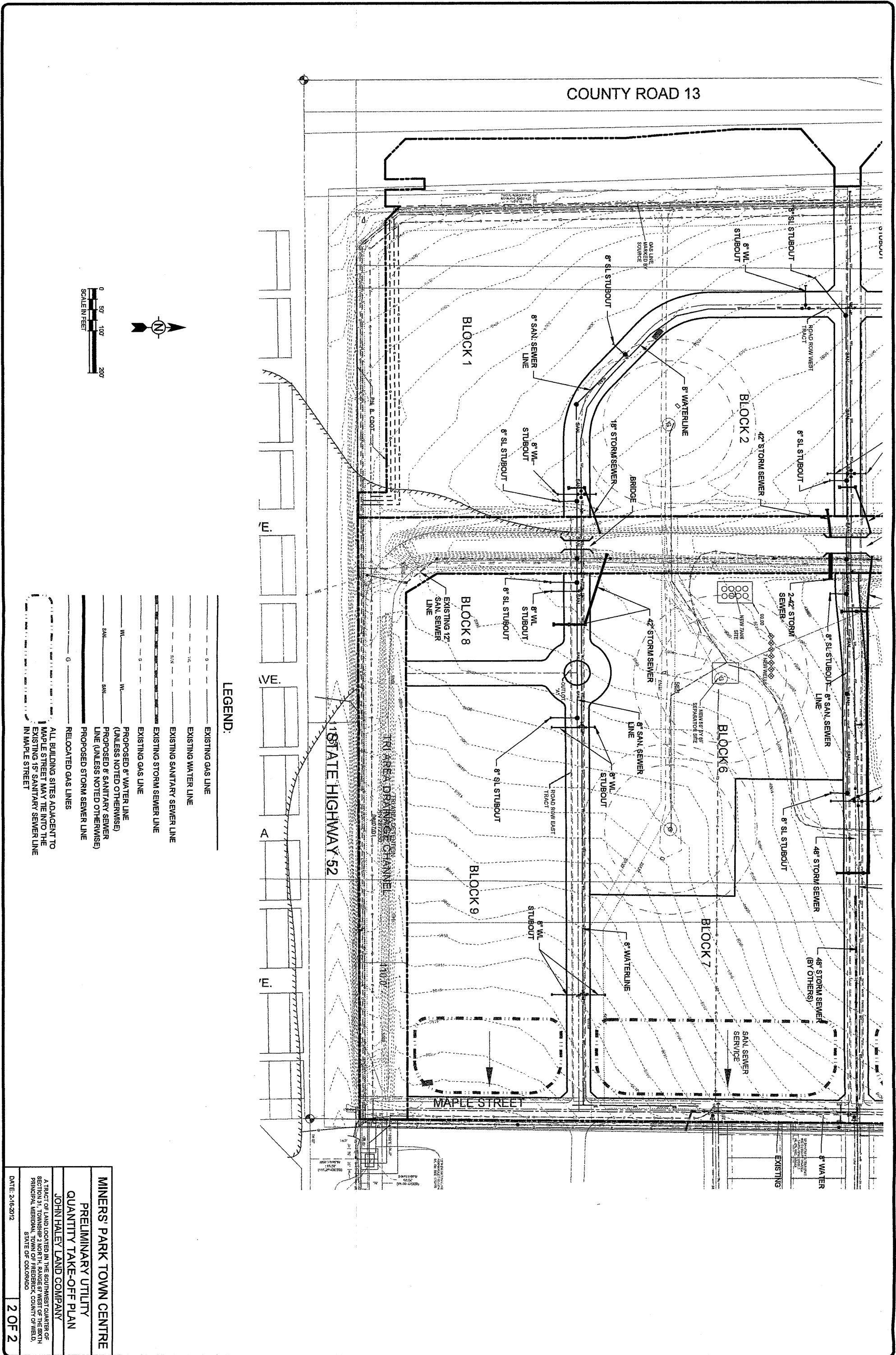


EXHIBIT F
FINANCIAL PLAN

Miners Park Metropolitan District
Weld County, Colorado
 ~~~  
**Special Revenue Bonds, Series 2023A**  
**Subordinate Cash Flow Bonds, Series 2023B(3)**

| <b>Bond Assumptions</b>             | <b>Series 2023A</b> | <b>Series 2023B(3)</b> | <b>Total</b>      |
|-------------------------------------|---------------------|------------------------|-------------------|
| Closing Date                        | 6/1/2023            | 6/1/2023               |                   |
| First Call Date                     | 6/1/2028            | 6/1/2028               |                   |
| Final Maturity                      | 12/1/2047           | 12/15/2047             |                   |
| Discharge Date                      | 12/2/2047           | 12/16/2047             |                   |
| <b>Sources of Funds</b>             |                     |                        |                   |
| Par Amount                          | 23,520,000          | 4,758,000              | 28,278,000        |
| Total                               | 23,520,000          | 4,758,000              | 28,278,000        |
| <b>Uses of Funds</b>                |                     |                        |                   |
| Project Fund                        | <b>16,837,169</b>   | <b>4,615,260</b>       | <b>21,452,429</b> |
| Capitalized Interest                | 3,880,800           | 0                      | 3,880,800         |
| Reserve Fund                        | 2,081,631           | 0                      | 2,081,631         |
| Cost of Issuance                    | 720,400             | 142,740                | 863,140           |
| Total                               | 23,520,000          | 4,758,000              | 28,278,000        |
| <b>Debt Features</b>                |                     |                        |                   |
| Projected Coverage at Mill Levy Cap | 1.30x               | 1.00x                  |                   |
| Tax Status                          | Tax-Exempt          | Tax-Exempt             |                   |
| Rating                              | Non-Rated           | Non-Rated              |                   |
| Average Coupon                      | 6.000%              | 9.000%                 |                   |
| Annual Trustee Fee                  | \$4,000             | \$3,000                |                   |
| <b>Biennial Reassessment</b>        |                     |                        |                   |
| Residential                         | 2.00%               | 6.00%                  |                   |
| Commercial                          | 2.00%               | 2.00%                  |                   |
| <b>Tax Authority Assumptions</b>    |                     |                        |                   |
| Metropolitan District Revenue       |                     |                        |                   |
| Debt Service Mills                  |                     |                        |                   |
| Total Overlapping URA Mills         | 42.270              |                        |                   |
| District Share of URA Mills         | 100%                |                        |                   |
| URA Termination Date                | 2047                |                        |                   |
| County Treasurer Fee                | 1.50%               |                        |                   |
| Sales Tax Revenue                   |                     |                        |                   |
| City Sales Tax                      | 3.50%               |                        |                   |
| District Share                      | 57%                 |                        |                   |
| Through                             | 2047                |                        |                   |
| Operations                          |                     |                        |                   |
| Mill Levy                           | 10.000              |                        |                   |

**Miners Park Metropolitan District  
Development Summary**

|                                     | Residential          |                      |                      |                                |          |          |          |          | Total                |
|-------------------------------------|----------------------|----------------------|----------------------|--------------------------------|----------|----------|----------|----------|----------------------|
|                                     | PA-1 Multifamily     | PA-2 Townhomes       | PA-3 Duplexes        | PA-4 Senior Housing Apartments | -        | -        | -        | -        |                      |
| Statutory Actual Value (2022)       | \$425,000            | \$475,000            | \$475,000            | \$425,000                      | -        | -        | -        | -        |                      |
| Sales per Unit                      | -                    | -                    | -                    | -                              | -        | -        | -        | -        |                      |
| Sales Taxable %                     | -                    | -                    | -                    | -                              | -        | -        | -        | -        |                      |
| 2021                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2022                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2023                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2024                                | 50                   | 24                   | 111                  | 94                             | -        | -        | -        | -        | 279                  |
| 2025                                | 100                  | 96                   | 120                  | 44                             | -        | -        | -        | -        | 360                  |
| 2026                                | 100                  | 96                   | -                    | -                              | -        | -        | -        | -        | 196                  |
| 2027                                | 78                   | 77                   | -                    | -                              | -        | -        | -        | -        | 155                  |
| 2028                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2029                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2030                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2031                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2032                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2033                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2034                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2035                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2036                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2037                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2038                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2039                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2040                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2041                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2042                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2043                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2044                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2045                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2046                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| 2047                                | -                    | -                    | -                    | -                              | -        | -        | -        | -        | -                    |
| <b>Total Units</b>                  | <b>328</b>           | <b>293</b>           | <b>231</b>           | <b>138</b>                     | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>990</b>           |
| <b>Total Statutory Actual Value</b> | <b>\$139,400,000</b> | <b>\$139,175,000</b> | <b>\$109,725,000</b> | <b>\$58,650,000</b>            | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>\$446,950,000</b> |
| <b>Annual Sales</b>                 | <b>-</b>             | <b>-</b>             | <b>-</b>             | <b>-</b>                       | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>             |



**Miners Park Metropolitan District  
Development Summary**

| Statutory Actual Value (2022) | Commercial    |                          |                 |                    |             |                    |                   |                   |                   |
|-------------------------------|---------------|--------------------------|-----------------|--------------------|-------------|--------------------|-------------------|-------------------|-------------------|
|                               | Pad 2: Coffee | Pad 3: Convenience Store | Pad 4: Car Wash | Pad 16: Restaurant | Pad 1: Bank | Pad 5: Auto Repair | Pad 6: Drug Store | Pad 7: Restaurant | Pad 8: Restaurant |
|                               | \$650         | \$1,100                  | \$600           | \$650              | \$600       | \$600              | \$600             | \$650             | \$650             |
|                               | \$625         | \$650                    | \$350           | \$625              | -           | \$350              | \$350             | \$625             | \$625             |
|                               | 100%          | 100%                     | 100%            | 100%               | -           | 100%               | 100%              | 100%              | 100%              |
| 2021                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2022                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2023                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2024                          | 1,650         | 4,067                    | 2,200           | 4,067              | 5,498       | 4,302              | -                 | -                 | -                 |
| 2025                          | -             | -                        | -               | -                  | -           | -                  | 14,488            | 5,676             | 5,676             |
| 2026                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2027                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2028                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2029                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2030                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2031                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2032                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2033                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2034                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2035                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2036                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2037                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2038                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2039                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2040                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2041                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2042                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2043                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2044                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2045                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2046                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| 2047                          | -             | -                        | -               | -                  | -           | -                  | -                 | -                 | -                 |
| Total Units                   | 1,650         | 4,067                    | 2,200           | 4,067              | 5,498       | 4,302              | 14,488            | 5,676             | 5,676             |
| Total Statutory Actual Value  | \$1,072,500   | \$4,473,700              | \$1,320,000     | \$2,643,550        | \$3,298,800 | \$2,581,200        | \$8,692,800       | \$3,689,400       | \$3,689,400       |
| Annual Sales                  | \$1,031,250   | \$2,643,550              | \$770,000       | \$2,541,875        | -           | \$1,505,700        | \$5,070,800       | \$3,547,500       | \$3,547,500       |

**Miners Park Metropolitan District  
Development Summary**

|                                     | Commercial                    |                    |                    |                    |                    |                    |                    |          | Total               |
|-------------------------------------|-------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------|---------------------|
|                                     | Pad 9: Retail                 | Pad 10: Retail     | Pad 11: Retail     | Pad 12: Retail     | Pad 13: Retail     | Pad 14: Retail     | Pad 15: Retail     | -        |                     |
|                                     | Statutory Actual Value (2022) | \$600              | \$600              | \$600              | \$600              | \$600              | \$600              | \$600    |                     |
|                                     | Sales per Unit                | \$350              | \$350              | \$350              | -                  | -                  | -                  | -        |                     |
|                                     | Sales Taxable %               | 100%               | 100%               | 100%               | -                  | -                  | -                  | -        |                     |
| 2021                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2022                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2023                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2024                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | 21,784              |
| 2025                                | 2,500                         | -                  | -                  | -                  | -                  | -                  | -                  | -        | 28,340              |
| 2026                                | -                             | 2,500              | 2,500              | 2,500              | 2,500              | 2,500              | 2,500              | -        | 15,000              |
| 2027                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2028                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2029                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2030                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2031                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2032                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2033                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2034                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2035                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2036                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2037                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2038                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2039                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2040                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2041                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2042                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2043                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2044                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2045                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2046                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| 2047                                | -                             | -                  | -                  | -                  | -                  | -                  | -                  | -        | -                   |
| <b>Total Units</b>                  | <b>2,500</b>                  | <b>2,500</b>       | <b>2,500</b>       | <b>2,500</b>       | <b>2,500</b>       | <b>2,500</b>       | <b>2,500</b>       | <b>-</b> | <b>65,124</b>       |
| <b>Total Statutory Actual Value</b> | <b>\$1,500,000</b>            | <b>\$1,500,000</b> | <b>\$1,500,000</b> | <b>\$1,500,000</b> | <b>\$1,500,000</b> | <b>\$1,500,000</b> | <b>\$1,500,000</b> | <b>-</b> | <b>\$41,961,350</b> |
| <b>Annual Sales</b>                 | <b>\$875,000</b>              | <b>\$875,000</b>   | <b>\$875,000</b>   | <b>-</b>           | <b>-</b>           | <b>-</b>           | <b>-</b>           | <b>-</b> | <b>\$23,283,175</b> |

**Miners Park Metropolitan District  
Assessed Value**

|       | Vacant and Improved Land                          |                                      | Residential                    |                          |                                      |                                      | Commercial                 |                          |                                      |                                      | Total                                |
|-------|---------------------------------------------------|--------------------------------------|--------------------------------|--------------------------|--------------------------------------|--------------------------------------|----------------------------|--------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
|       | Cumulative Statutory<br>Actual Value <sup>1</sup> | Assessed Value in<br>Collection Year | Residential Units<br>Delivered | Biennial<br>Reassessment | Cumulative Statutory<br>Actual Value | Assessed Value in<br>Collection Year | Commercial SF<br>Delivered | Biennial<br>Reassessment | Cumulative Statutory<br>Actual Value | Assessed Value in<br>Collection Year | Assessed Value in<br>Collection Year |
|       |                                                   | 2 Year Lag<br>29.00%                 |                                | 6.00%                    |                                      | 2 Year Lag<br>7.15%                  |                            | 2.00%                    |                                      | 2 Year Lag<br>29.00%                 | 2 Year Lag                           |
| 2021  | 0                                                 | 0                                    | -                              | -                        | 0                                    | 0                                    | -                          | -                        | 0                                    | 0                                    | 0                                    |
| 2022  | 0                                                 | 0                                    | -                              | -                        | 0                                    | 0                                    | -                          | -                        | 0                                    | 0                                    | 0                                    |
| 2023  | 14,071,475                                        | 0                                    | -                              | -                        | 0                                    | 0                                    | -                          | -                        | 0                                    | 0                                    | 0                                    |
| 2024  | 18,137,160                                        | 0                                    | 279                            | -                        | 130,388,130                          | 0                                    | 21,784                     | -                        | 16,011,496                           | 0                                    | 0                                    |
| 2025  | 9,710,000                                         | 4,080,728                            | 360                            | -                        | 304,214,000                          | 0                                    | 28,340                     | -                        | 34,658,618                           | 0                                    | 4,080,728                            |
| 2026  | 6,972,500                                         | 5,259,776                            | 196                            | 18,252,840               | 417,829,114                          | 9,322,751                            | 15,000                     | 693,172                  | 45,093,680                           | 4,643,334                            | 19,225,862                           |
| 2027  | 0                                                 | 2,815,900                            | 155                            | -                        | 494,811,148                          | 21,751,301                           | -                          | -                        | 45,093,680                           | 10,050,999                           | 34,618,200                           |
| 2028  | 0                                                 | 2,022,025                            | -                              | 29,688,669               | 524,499,817                          | 29,874,782                           | -                          | 901,874                  | 45,995,554                           | 13,077,167                           | 44,973,974                           |
| 2029  | 0                                                 | 0                                    | -                              | -                        | 524,499,817                          | 35,378,997                           | -                          | -                        | 45,995,554                           | 13,077,167                           | 48,456,164                           |
| 2030  | 0                                                 | 0                                    | -                              | 31,469,989               | 555,969,806                          | 37,501,737                           | -                          | 919,911                  | 46,915,465                           | 13,338,711                           | 50,840,447                           |
| 2031  | 0                                                 | 0                                    | -                              | -                        | 555,969,806                          | 37,501,737                           | -                          | -                        | 46,915,465                           | 13,338,711                           | 50,840,447                           |
| 2032  | 0                                                 | 0                                    | -                              | 33,358,188               | 589,327,994                          | 39,751,841                           | -                          | 938,309                  | 47,853,774                           | 13,605,485                           | 53,357,326                           |
| 2033  | 0                                                 | 0                                    | -                              | -                        | 589,327,994                          | 39,751,841                           | -                          | -                        | 47,853,774                           | 13,605,485                           | 53,357,326                           |
| 2034  | 0                                                 | 0                                    | -                              | 35,359,680               | 624,687,674                          | 42,136,952                           | -                          | 957,075                  | 48,810,850                           | 13,877,595                           | 56,014,546                           |
| 2035  | 0                                                 | 0                                    | -                              | -                        | 624,687,674                          | 42,136,952                           | -                          | -                        | 48,810,850                           | 13,877,595                           | 56,014,546                           |
| 2036  | 0                                                 | 0                                    | -                              | 37,481,260               | 662,168,934                          | 44,665,169                           | -                          | 976,217                  | 49,787,067                           | 14,155,146                           | 58,820,315                           |
| 2037  | 0                                                 | 0                                    | -                              | -                        | 662,168,934                          | 44,665,169                           | -                          | -                        | 49,787,067                           | 14,155,146                           | 58,820,315                           |
| 2038  | 0                                                 | 0                                    | -                              | 39,730,136               | 701,899,070                          | 47,345,079                           | -                          | 995,741                  | 50,782,808                           | 14,438,249                           | 61,783,328                           |
| 2039  | 0                                                 | 0                                    | -                              | -                        | 701,899,070                          | 47,345,079                           | -                          | -                        | 50,782,808                           | 14,438,249                           | 61,783,328                           |
| 2040  | 0                                                 | 0                                    | -                              | 42,113,944               | 744,013,014                          | 50,185,784                           | -                          | 1,015,656                | 51,798,464                           | 14,727,014                           | 64,912,798                           |
| 2041  | 0                                                 | 0                                    | -                              | -                        | 744,013,014                          | 50,185,784                           | -                          | -                        | 51,798,464                           | 14,727,014                           | 64,912,798                           |
| 2042  | 0                                                 | 0                                    | -                              | 44,640,781               | 788,653,795                          | 53,196,931                           | -                          | 1,035,969                | 52,834,433                           | 15,021,555                           | 68,218,485                           |
| 2043  | 0                                                 | 0                                    | -                              | -                        | 788,653,795                          | 53,196,931                           | -                          | -                        | 52,834,433                           | 15,021,555                           | 68,218,485                           |
| 2044  | 0                                                 | 0                                    | -                              | 47,319,228               | 835,973,023                          | 56,388,746                           | -                          | 1,056,689                | 53,891,122                           | 15,321,986                           | 71,710,732                           |
| 2045  | 0                                                 | 0                                    | -                              | -                        | 835,973,023                          | 56,388,746                           | -                          | -                        | 53,891,122                           | 15,321,986                           | 71,710,732                           |
| 2046  | 0                                                 | 0                                    | -                              | -                        | 835,973,023                          | 59,772,071                           | -                          | -                        | 53,891,122                           | 15,628,425                           | 75,400,497                           |
| 2047  | 0                                                 | 0                                    | -                              | -                        | 835,973,023                          | 59,772,071                           | -                          | -                        | 53,891,122                           | 15,628,425                           | 75,400,497                           |
| Total |                                                   |                                      | 990                            | 359,414,715              |                                      |                                      | 65,124                     | 9,490,614                |                                      |                                      |                                      |

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Miners Park Metropolitan District  
Revenue**

|       | Total      | U.R.A. Mill Levy Revenue |                    |                              |                               |
|-------|------------|--------------------------|--------------------|------------------------------|-------------------------------|
|       |            | Base Assessed Value      | Net Assessed Value | U.R.A. Mill Levy             | Debt Mill Levy Collections    |
|       |            | \$870,000<br>2.00% Bi-Re |                    | 42.270 Mills<br>Through 2047 | 99.50%<br>100.00% To District |
| 2021  | 0          | 0                        | 0                  | 0.000                        | 0                             |
| 2022  | 0          | 0                        | 0                  | 0.000                        | 0                             |
| 2023  | 0          | 870,000                  | 0                  | 42.270                       | 0                             |
| 2024  | 0          | 887,400                  | 0                  | 42.270                       | 0                             |
| 2025  | 4,080,728  | 887,400                  | 3,193,328          | 42.270                       | 134,307                       |
| 2026  | 19,225,862 | 905,148                  | 18,320,714         | 42.270                       | 770,544                       |
| 2027  | 34,618,200 | 905,148                  | 33,713,052         | 42.270                       | 1,417,925                     |
| 2028  | 44,973,974 | 923,251                  | 44,050,723         | 42.270                       | 1,852,714                     |
| 2029  | 48,456,164 | 923,251                  | 47,532,913         | 42.270                       | 1,999,170                     |
| 2030  | 50,840,447 | 941,716                  | 49,898,732         | 42.270                       | 2,098,673                     |
| 2031  | 50,840,447 | 941,716                  | 49,898,732         | 42.270                       | 2,098,673                     |
| 2032  | 53,357,326 | 960,550                  | 52,396,776         | 42.270                       | 2,203,738                     |
| 2033  | 53,357,326 | 960,550                  | 52,396,776         | 42.270                       | 2,203,738                     |
| 2034  | 56,014,546 | 979,761                  | 55,034,785         | 42.270                       | 2,314,689                     |
| 2035  | 56,014,546 | 979,761                  | 55,034,785         | 42.270                       | 2,314,689                     |
| 2036  | 58,820,315 | 999,357                  | 57,820,959         | 42.270                       | 2,431,871                     |
| 2037  | 58,820,315 | 999,357                  | 57,820,959         | 42.270                       | 2,431,871                     |
| 2038  | 61,783,328 | 1,019,344                | 60,763,984         | 42.270                       | 2,555,651                     |
| 2039  | 61,783,328 | 1,019,344                | 60,763,984         | 42.270                       | 2,555,651                     |
| 2040  | 64,912,798 | 1,039,731                | 63,873,067         | 42.270                       | 2,686,415                     |
| 2041  | 64,912,798 | 1,039,731                | 63,873,067         | 42.270                       | 2,686,415                     |
| 2042  | 68,218,485 | 1,060,525                | 67,157,960         | 42.270                       | 2,824,573                     |
| 2043  | 68,218,485 | 1,060,525                | 67,157,960         | 42.270                       | 2,824,573                     |
| 2044  | 71,710,732 | 1,081,736                | 70,628,996         | 42.270                       | 2,970,560                     |
| 2045  | 71,710,732 | 1,081,736                | 70,628,996         | 42.270                       | 2,970,560                     |
| 2046  | 75,400,497 | 1,103,370                | 74,297,126         | 42.270                       | 3,124,837                     |
| 2047  | 75,400,497 | 1,103,370                | 74,297,126         | 42.270                       | 3,124,837                     |
| Total |            |                          |                    |                              | 52,596,676                    |

**Miners Park Metropolitan District  
Revenue**

|       | Sales Tax Revenue    |                         |                                         | Expense                       |                               | Total                              |
|-------|----------------------|-------------------------|-----------------------------------------|-------------------------------|-------------------------------|------------------------------------|
|       | Taxable Retail Sales | City Sales Tax<br>3.50% | District Share of City Sales Tax<br>57% | County Treasurer Fee<br>1.50% | Annual Trustee Fee<br>\$7,000 | Revenue Available for Debt Service |
| 2021  | 0                    | 0                       | 0                                       | 0                             | 0                             | 0                                  |
| 2022  | 0                    | 0                       | 0                                       | 0                             | 0                             | 0                                  |
| 2023  | 0                    | 0                       | 0                                       | 0                             | 0                             | 0                                  |
| 2024  | 4,331,536            | 151,604                 | 86,631                                  | 0                             | (7,000)                       | 79,631                             |
| 2025  | 13,280,251           | 464,809                 | 265,605                                 | (2,015)                       | (7,000)                       | 390,897                            |
| 2026  | 19,925,460           | 697,391                 | 398,509                                 | (11,558)                      | (7,000)                       | 1,150,496                          |
| 2027  | 24,011,034           | 840,386                 | 480,221                                 | (21,269)                      | (7,000)                       | 1,869,877                          |
| 2028  | 24,715,559           | 865,045                 | 494,311                                 | (27,791)                      | (7,000)                       | 2,312,234                          |
| 2029  | 24,962,715           | 873,695                 | 499,254                                 | (29,988)                      | (7,000)                       | 2,461,437                          |
| 2030  | 25,212,342           | 882,432                 | 504,247                                 | (31,480)                      | (7,000)                       | 2,564,440                          |
| 2031  | 25,464,466           | 891,256                 | 509,289                                 | (31,480)                      | (7,000)                       | 2,569,482                          |
| 2032  | 25,719,110           | 900,169                 | 514,382                                 | (33,056)                      | (7,000)                       | 2,678,064                          |
| 2033  | 25,976,301           | 909,171                 | 519,526                                 | (33,056)                      | (7,000)                       | 2,683,208                          |
| 2034  | 26,236,064           | 918,262                 | 524,721                                 | (34,720)                      | (7,000)                       | 2,797,690                          |
| 2035  | 26,498,425           | 927,445                 | 529,969                                 | (34,720)                      | (7,000)                       | 2,802,937                          |
| 2036  | 26,763,409           | 936,719                 | 535,268                                 | (36,478)                      | (7,000)                       | 2,923,662                          |
| 2037  | 27,031,043           | 946,087                 | 540,621                                 | (36,478)                      | (7,000)                       | 2,929,014                          |
| 2038  | 27,301,354           | 955,547                 | 546,027                                 | (38,335)                      | (7,000)                       | 3,056,343                          |
| 2039  | 27,574,367           | 965,103                 | 551,487                                 | (38,335)                      | (7,000)                       | 3,061,804                          |
| 2040  | 27,850,111           | 974,754                 | 557,002                                 | (40,296)                      | (7,000)                       | 3,196,121                          |
| 2041  | 28,128,612           | 984,501                 | 562,572                                 | (40,296)                      | (7,000)                       | 3,201,691                          |
| 2042  | 28,409,898           | 994,346                 | 568,198                                 | (42,369)                      | (7,000)                       | 3,343,403                          |
| 2043  | 28,693,997           | 1,004,290               | 573,880                                 | (42,369)                      | (7,000)                       | 3,349,084                          |
| 2044  | 28,980,937           | 1,014,333               | 579,619                                 | (44,558)                      | (7,000)                       | 3,498,621                          |
| 2045  | 29,270,747           | 1,024,476               | 585,415                                 | (44,558)                      | (7,000)                       | 3,504,417                          |
| 2046  | 29,563,454           | 1,034,721               | 591,269                                 | (46,873)                      | (7,000)                       | 3,662,233                          |
| 2047  | 29,859,089           | 1,045,068               | 597,182                                 | (46,873)                      | (7,000)                       | 3,668,146                          |
| Total |                      |                         | 12,115,206                              | (788,950)                     | (168,000)                     | 63,754,932                         |

**Miners Park Metropolitan District  
Debt Service**

|       | Total<br><br>Revenue Available<br>for Debt Service | Net Debt Service                                               | Surplus Fund   |                                      |                  | Ratio Analysis           |                                  |
|-------|----------------------------------------------------|----------------------------------------------------------------|----------------|--------------------------------------|------------------|--------------------------|----------------------------------|
|       |                                                    | Series 2023A                                                   | Annual Surplus | Cumulative<br>Balance<br>\$2,352,000 | Released Revenue | Debt Service<br>Coverage | Senior Debt to<br>Assessed Value |
|       |                                                    | Dated: 6/1/2023<br><br>Par: \$23,520,000<br>Proj: \$16,837,169 |                |                                      |                  |                          |                                  |
| 2023  | 0                                                  | 0                                                              | 0              | 0                                    | 0                | n/a                      | n/a                              |
| 2024  | 79,631                                             | 0                                                              | 79,631         | 79,631                               | 0                | n/a                      | n/a                              |
| 2025  | 390,897                                            | 0                                                              | 390,897        | 470,528                              | 0                | n/a                      | n/a                              |
| 2026  | 1,150,496                                          | 1,058,400                                                      | 92,096         | 562,624                              | 0                | 109%                     | 576%                             |
| 2027  | 1,869,877                                          | 1,436,200                                                      | 433,677        | 996,301                              | 0                | 130%                     | 122%                             |
| 2028  | 2,312,234                                          | 1,749,700                                                      | 562,534        | 1,558,835                            | 0                | 132%                     | 67%                              |
| 2029  | 2,461,437                                          | 1,864,300                                                      | 597,137        | 2,155,972                            | 0                | 132%                     | 50%                              |
| 2030  | 2,564,440                                          | 1,895,800                                                      | 668,640        | 2,352,000                            | 472,612          | 135%                     | 46%                              |
| 2031  | 2,569,482                                          | 1,898,700                                                      | 670,782        | 2,352,000                            | 670,782          | 135%                     | 42%                              |
| 2032  | 2,678,064                                          | 1,934,500                                                      | 743,564        | 2,352,000                            | 743,564          | 138%                     | 41%                              |
| 2033  | 2,683,208                                          | 1,936,100                                                      | 747,108        | 2,352,000                            | 747,108          | 139%                     | 38%                              |
| 2034  | 2,797,690                                          | 1,975,300                                                      | 822,390        | 2,352,000                            | 822,390          | 142%                     | 37%                              |
| 2035  | 2,802,937                                          | 1,979,700                                                      | 823,237        | 2,352,000                            | 823,237          | 142%                     | 33%                              |
| 2036  | 2,923,662                                          | 2,011,100                                                      | 912,562        | 2,352,000                            | 912,562          | 145%                     | 32%                              |
| 2037  | 2,929,014                                          | 2,017,700                                                      | 911,314        | 2,352,000                            | 911,314          | 145%                     | 29%                              |
| 2038  | 3,056,343                                          | 2,055,700                                                      | 1,000,643      | 2,352,000                            | 1,000,643        | 149%                     | 27%                              |
| 2039  | 3,061,804                                          | 2,058,000                                                      | 1,003,804      | 2,352,000                            | 1,003,804        | 149%                     | 24%                              |
| 2040  | 3,196,121                                          | 2,096,400                                                      | 1,099,721      | 2,352,000                            | 1,099,721        | 152%                     | 22%                              |
| 2041  | 3,201,691                                          | 2,098,500                                                      | 1,103,191      | 2,352,000                            | 1,103,191        | 153%                     | 19%                              |
| 2042  | 3,343,403                                          | 2,136,100                                                      | 1,207,303      | 2,352,000                            | 1,207,303        | 157%                     | 17%                              |
| 2043  | 3,349,084                                          | 2,141,800                                                      | 1,207,284      | 2,352,000                            | 1,207,284        | 156%                     | 14%                              |
| 2044  | 3,498,621                                          | 2,182,100                                                      | 1,316,521      | 2,352,000                            | 1,316,521        | 160%                     | 11%                              |
| 2045  | 3,504,417                                          | 2,184,600                                                      | 1,319,817      | 2,352,000                            | 1,319,817        | 160%                     | 8%                               |
| 2046  | 3,662,233                                          | 2,226,100                                                      | 1,436,133      | 2,352,000                            | 1,436,133        | 165%                     | 6%                               |
| 2047  | 3,668,146                                          | 2,227,269                                                      | 1,440,877      | 0                                    | 3,792,877        | 165%                     | 0%                               |
| Total | 63,754,932                                         | 43,164,069                                                     | 20,590,863     | 45,807,891                           | 20,590,863       |                          |                                  |



**Miners Park Metropolitan District  
Subordinate Debt Service**

|       | Revenue Available<br>for Debt Service | Interest Payment<br><br>9.000% | Balance of<br>Accrued Interest | Principal Payment | Principal Balance | Debt Service                                                 | Released Revenue |
|-------|---------------------------------------|--------------------------------|--------------------------------|-------------------|-------------------|--------------------------------------------------------------|------------------|
|       |                                       |                                |                                |                   |                   | Series 2023B(3)                                              |                  |
|       |                                       |                                |                                |                   |                   | Dated: 6/1/2023<br><br>Par: \$4,758,000<br>Proj: \$4,615,260 |                  |
| 2022  | -                                     | -                              | -                              | -                 | 4,758,000         | -                                                            | -                |
| 2023  | -                                     | -                              | 230,763                        | -                 | 4,758,000         | -                                                            | -                |
| 2024  | -                                     | -                              | 679,752                        | -                 | 4,758,000         | -                                                            | -                |
| 2025  | -                                     | -                              | 1,169,149                      | -                 | 4,758,000         | -                                                            | -                |
| 2026  | -                                     | -                              | 1,702,593                      | -                 | 4,758,000         | -                                                            | -                |
| 2027  | -                                     | -                              | 2,284,046                      | -                 | 4,758,000         | -                                                            | -                |
| 2028  | -                                     | -                              | 2,917,830                      | -                 | 4,758,000         | -                                                            | -                |
| 2029  | -                                     | -                              | 3,608,655                      | -                 | 4,758,000         | -                                                            | -                |
| 2030  | 472,612                               | 472,612                        | 3,889,042                      | -                 | 4,758,000         | 472,612                                                      | -                |
| 2031  | 670,782                               | 670,782                        | 3,996,493                      | -                 | 4,758,000         | 670,782                                                      | -                |
| 2032  | 743,564                               | 743,564                        | 4,040,833                      | -                 | 4,758,000         | 743,564                                                      | -                |
| 2033  | 747,108                               | 747,108                        | 4,085,621                      | -                 | 4,758,000         | 747,108                                                      | -                |
| 2034  | 822,390                               | 822,390                        | 4,059,157                      | -                 | 4,758,000         | 822,390                                                      | -                |
| 2035  | 823,237                               | 823,237                        | 4,029,464                      | -                 | 4,758,000         | 823,237                                                      | -                |
| 2036  | 912,562                               | 912,562                        | 3,907,774                      | -                 | 4,758,000         | 912,562                                                      | -                |
| 2037  | 911,314                               | 911,314                        | 3,776,380                      | -                 | 4,758,000         | 911,314                                                      | -                |
| 2038  | 1,000,643                             | 1,000,643                      | 3,543,831                      | -                 | 4,758,000         | 1,000,643                                                    | -                |
| 2039  | 1,003,804                             | 1,003,804                      | 3,287,192                      | -                 | 4,758,000         | 1,003,804                                                    | -                |
| 2040  | 1,099,721                             | 1,099,721                      | 2,911,538                      | -                 | 4,758,000         | 1,099,721                                                    | -                |
| 2041  | 1,103,191                             | 1,103,191                      | 2,498,605                      | -                 | 4,758,000         | 1,103,191                                                    | -                |
| 2042  | 1,207,303                             | 1,207,303                      | 1,944,397                      | -                 | 4,758,000         | 1,207,303                                                    | -                |
| 2043  | 1,207,284                             | 1,207,284                      | 1,340,329                      | -                 | 4,758,000         | 1,207,284                                                    | -                |
| 2044  | 1,316,521                             | 1,316,521                      | 572,657                        | -                 | 4,758,000         | 1,316,521                                                    | -                |
| 2045  | 1,319,817                             | 1,052,417                      | -                              | 267,000           | 4,491,000         | 1,319,417                                                    | -                |
| 2046  | 1,436,133                             | 404,190                        | -                              | 1,032,000         | 3,459,000         | 1,436,190                                                    | 343              |
| 2047  | 3,792,877                             | 311,310                        | -                              | 3,459,000         | -                 | 3,770,310                                                    | 22,567           |
| Total | 20,590,863                            | 15,809,952                     |                                | 4,758,000         |                   | 20,567,952                                                   | 22,911           |

**Miners Park Metropolitan District  
Revenue**

|       | Total                                | Operations Mill Levy Revenue                      |                                         |                                      | Expense                          | Total                               |
|-------|--------------------------------------|---------------------------------------------------|-----------------------------------------|--------------------------------------|----------------------------------|-------------------------------------|
|       | Assessed Value in<br>Collection Year | Debt Mill Levy<br><br>10.000 Cap<br>10.000 Target | Debt Mill Levy<br>Collections<br>99.50% | Specific Ownership<br>Taxes<br>6.00% | County Treasurer<br>Fee<br>1.50% | Revenue Available<br>for Operations |
| 2021  | 0                                    | 10.000                                            | 0                                       | 0                                    | 0                                | 0                                   |
| 2022  | 0                                    | 10.000                                            | 0                                       | 0                                    | 0                                | 0                                   |
| 2023  | 0                                    | 10.000                                            | 0                                       | 0                                    | 0                                | 0                                   |
| 2024  | 0                                    | 10.000                                            | 0                                       | 0                                    | 0                                | 0                                   |
| 2025  | 4,080,728                            | 10.000                                            | 40,807                                  | 2,436                                | (612)                            | 42,631                              |
| 2026  | 19,225,862                           | 10.000                                            | 192,259                                 | 11,478                               | (2,884)                          | 200,853                             |
| 2027  | 34,618,200                           | 10.000                                            | 346,182                                 | 20,667                               | (5,193)                          | 361,656                             |
| 2028  | 44,973,974                           | 10.000                                            | 449,740                                 | 26,849                               | (6,746)                          | 469,843                             |
| 2029  | 48,456,164                           | 10.000                                            | 484,562                                 | 28,928                               | (7,268)                          | 506,222                             |
| 2030  | 50,840,447                           | 10.000                                            | 508,404                                 | 30,352                               | (7,626)                          | 531,130                             |
| 2031  | 50,840,447                           | 10.000                                            | 508,404                                 | 30,352                               | (7,626)                          | 531,130                             |
| 2032  | 53,357,326                           | 10.000                                            | 533,573                                 | 31,854                               | (8,004)                          | 557,424                             |
| 2033  | 53,357,326                           | 10.000                                            | 533,573                                 | 31,854                               | (8,004)                          | 557,424                             |
| 2034  | 56,014,546                           | 10.000                                            | 560,145                                 | 33,441                               | (8,402)                          | 585,184                             |
| 2035  | 56,014,546                           | 10.000                                            | 560,145                                 | 33,441                               | (8,402)                          | 585,184                             |
| 2036  | 58,820,315                           | 10.000                                            | 588,203                                 | 35,116                               | (8,823)                          | 614,496                             |
| 2037  | 58,820,315                           | 10.000                                            | 588,203                                 | 35,116                               | (8,823)                          | 614,496                             |
| 2038  | 61,783,328                           | 10.000                                            | 617,833                                 | 36,885                               | (9,267)                          | 645,450                             |
| 2039  | 61,783,328                           | 10.000                                            | 617,833                                 | 36,885                               | (9,267)                          | 645,450                             |
| 2040  | 64,912,798                           | 10.000                                            | 649,128                                 | 38,753                               | (9,737)                          | 678,144                             |
| 2041  | 64,912,798                           | 10.000                                            | 649,128                                 | 38,753                               | (9,737)                          | 678,144                             |
| 2042  | 68,218,485                           | 10.000                                            | 682,185                                 | 40,726                               | (10,233)                         | 712,679                             |
| 2043  | 68,218,485                           | 10.000                                            | 682,185                                 | 40,726                               | (10,233)                         | 712,679                             |
| 2044  | 71,710,732                           | 10.000                                            | 717,107                                 | 42,811                               | (10,757)                         | 749,162                             |
| 2045  | 71,710,732                           | 10.000                                            | 717,107                                 | 42,811                               | (10,757)                         | 749,162                             |
| 2046  | 75,400,497                           | 10.000                                            | 754,005                                 | 45,014                               | (11,310)                         | 787,709                             |
| 2047  | 75,400,497                           | 10.000                                            | 754,005                                 | 45,014                               | (11,310)                         | 787,709                             |
| Total |                                      |                                                   | 12,734,719                              | 760,263                              | (191,021)                        | 13,303,961                          |

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## SOURCES AND USES OF FUNDS

### MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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TAX INCREMENT REVENUE BONDS, SERIES 2023A SUBORDINATE CASH FLOW BONDS, SERIES 2023B(3)

Dated Date 06/01/2023
Delivery Date 06/01/2023

Sources:	Series 2023A	Ser. 2023B(3)	Total
Bond Proceeds:			
Par Amount	23,520,000.00	4,758,000.00	28,278,000.00
	23,520,000.00	4,758,000.00	28,278,000.00
Uses:	Series 2023A	Ser. 2023B(3)	Total
Project Fund Deposits:			
Project Fund	16,837,168.64	4,615,260.00	21,452,428.64
Other Fund Deposits:			
Capitalized Interest Fund	3,880,800.00		3,880,800.00
Debt Service Reserve Fund	2,081,631.36		2,081,631.36
	5,962,431.36		5,962,431.36
Cost of Issuance:			
Other Cost of Issuance	250,000.00		250,000.00
Delivery Date Expenses:			
Underwriter's Discount	470,400.00	142,740.00	613,140.00
	23,520,000.00	4,758,000.00	28,278,000.00

SOURCES AND USES OF FUNDS

MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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#### TAX INCREMENT REVENUE BONDS, SERIES 2023A

|               |            |
|---------------|------------|
| Dated Date    | 06/01/2023 |
| Delivery Date | 06/01/2023 |

#### **Sources:**

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 23,520,000.00 |
|                | <hr/>         |
|                | 23,520,000.00 |
|                | <hr/>         |

#### **Uses:**

|                           |               |
|---------------------------|---------------|
| Project Fund Deposits:    |               |
| Project Fund              | 16,837,168.64 |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 3,880,800.00  |
| Debt Service Reserve Fund | <hr/>         |
|                           | 2,081,631.36  |
|                           | 5,962,431.36  |
| Cost of Issuance:         |               |
| Other Cost of Issuance    | 250,000.00    |
| Delivery Date Expenses:   |               |
| Underwriter's Discount    | 470,400.00    |
|                           | <hr/>         |
|                           | 23,520,000.00 |
|                           | <hr/>         |

## BOND SUMMARY STATISTICS

### MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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TAX INCREMENT REVENUE BONDS, SERIES 2023A

Dated Date	06/01/2023
Delivery Date	06/01/2023
Last Maturity	12/01/2047
Arbitrage Yield	6.000000%
True Interest Cost (TIC)	6.190757%
Net Interest Cost (NIC)	6.110222%
All-In TIC	6.294467%
Average Coupon	6.000000%
Average Life (years)	18.145
Duration of Issue (years)	10.868
Par Amount	23,520,000.00
Bond Proceeds	23,520,000.00
Total Interest	25,606,500.00
Net Interest	26,076,900.00
Total Debt Service	49,126,500.00
Maximum Annual Debt Service	4,308,900.00
Average Annual Debt Service	2,005,163.27
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond Due 2047	23,520,000.00	100.000	6.000%	18.145
	23,520,000.00			18.145

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	23,520,000.00	23,520,000.00	23,520,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(470,400.00)	(470,400.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	23,049,600.00	22,799,600.00	23,520,000.00
Target Date	06/01/2023	06/01/2023	06/01/2023
Yield	6.190757%	6.294467%	6.000000%

BOND PRICING

MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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#### TAX INCREMENT REVENUE BONDS, SERIES 2023A

| <i>Bond Component</i> | <i>Maturity<br/>Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2047:   |                          |               |             |              |              |
|                       | 12/01/2023               |               | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2024               |               | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2025               |               | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2026               |               | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2027               | 25,000        | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2028               | 340,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2029               | 475,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2030               | 535,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2031               | 570,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2032               | 640,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2033               | 680,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2034               | 760,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2035               | 810,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2036               | 890,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2037               | 950,000       | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2038               | 1,045,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2039               | 1,110,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2040               | 1,215,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2041               | 1,290,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2042               | 1,405,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2043               | 1,495,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2044               | 1,625,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2045               | 1,725,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2046               | 1,870,000     | 6.000%      | 6.000%       | 100.000      |
|                       | 12/01/2047               | 4,065,000     | 6.000%      | 6.000%       | 100.000      |
|                       |                          | 23,520,000    |             |              |              |

|               |            |
|---------------|------------|
| Dated Date    | 06/01/2023 |
| Delivery Date | 06/01/2023 |
| First Coupon  | 12/01/2023 |

|                         |               |
|-------------------------|---------------|
| Par Amount              | 23,520,000.00 |
| Original Issue Discount |               |

|                        |               |             |
|------------------------|---------------|-------------|
| Production             | 23,520,000.00 | 100.000000% |
| Underwriter's Discount | (470,400.00)  | (2.000000%) |

|                  |               |            |
|------------------|---------------|------------|
| Purchase Price   | 23,049,600.00 | 98.000000% |
| Accrued Interest |               |            |

|              |               |
|--------------|---------------|
| Net Proceeds | 23,049,600.00 |
|--------------|---------------|

## NET DEBT SERVICE

### MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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TAX INCREMENT REVENUE BONDS, SERIES 2023A

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Capitalized Interest Fund</i>	<i>Debt Service Reserve Fund</i>	<i>Net Debt Service</i>
12/01/2023			705,600	705,600	705,600		
12/01/2024			1,411,200	1,411,200	1,411,200		
12/01/2025			1,411,200	1,411,200	1,411,200		
12/01/2026			1,411,200	1,411,200	352,800		1,058,400.00
12/01/2027	25,000	6.000%	1,411,200	1,436,200			1,436,200.00
12/01/2028	340,000	6.000%	1,409,700	1,749,700			1,749,700.00
12/01/2029	475,000	6.000%	1,389,300	1,864,300			1,864,300.00
12/01/2030	535,000	6.000%	1,360,800	1,895,800			1,895,800.00
12/01/2031	570,000	6.000%	1,328,700	1,898,700			1,898,700.00
12/01/2032	640,000	6.000%	1,294,500	1,934,500			1,934,500.00
12/01/2033	680,000	6.000%	1,256,100	1,936,100			1,936,100.00
12/01/2034	760,000	6.000%	1,215,300	1,975,300			1,975,300.00
12/01/2035	810,000	6.000%	1,169,700	1,979,700			1,979,700.00
12/01/2036	890,000	6.000%	1,121,100	2,011,100			2,011,100.00
12/01/2037	950,000	6.000%	1,067,700	2,017,700			2,017,700.00
12/01/2038	1,045,000	6.000%	1,010,700	2,055,700			2,055,700.00
12/01/2039	1,110,000	6.000%	948,000	2,058,000			2,058,000.00
12/01/2040	1,215,000	6.000%	881,400	2,096,400			2,096,400.00
12/01/2041	1,290,000	6.000%	808,500	2,098,500			2,098,500.00
12/01/2042	1,405,000	6.000%	731,100	2,136,100			2,136,100.00
12/01/2043	1,495,000	6.000%	646,800	2,141,800			2,141,800.00
12/01/2044	1,625,000	6.000%	557,100	2,182,100			2,182,100.00
12/01/2045	1,725,000	6.000%	459,600	2,184,600			2,184,600.00
12/01/2046	1,870,000	6.000%	356,100	2,226,100			2,226,100.00
12/01/2047	4,065,000	6.000%	243,900	4,308,900		2,081,631.36	2,227,268.64
	23,520,000		25,606,500	49,126,500	3,880,800	2,081,631.36	43,164,068.64

BOND DEBT SERVICE

MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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#### TAX INCREMENT REVENUE BONDS, SERIES 2023A

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> | <i>Annual<br/>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|------------------------------------|
| 12/01/2023               |                  |               | 705,600         | 705,600                 | 705,600                            |
| 06/01/2024               |                  |               | 705,600         | 705,600                 |                                    |
| 12/01/2024               |                  |               | 705,600         | 705,600                 | 1,411,200                          |
| 06/01/2025               |                  |               | 705,600         | 705,600                 |                                    |
| 12/01/2025               |                  |               | 705,600         | 705,600                 | 1,411,200                          |
| 06/01/2026               |                  |               | 705,600         | 705,600                 |                                    |
| 12/01/2026               |                  |               | 705,600         | 705,600                 | 1,411,200                          |
| 06/01/2027               |                  |               | 705,600         | 705,600                 |                                    |
| 12/01/2027               | 25,000           | 6.000%        | 705,600         | 730,600                 | 1,436,200                          |
| 06/01/2028               |                  |               | 704,850         | 704,850                 |                                    |
| 12/01/2028               | 340,000          | 6.000%        | 704,850         | 1,044,850               | 1,749,700                          |
| 06/01/2029               |                  |               | 694,650         | 694,650                 |                                    |
| 12/01/2029               | 475,000          | 6.000%        | 694,650         | 1,169,650               | 1,864,300                          |
| 06/01/2030               |                  |               | 680,400         | 680,400                 |                                    |
| 12/01/2030               | 535,000          | 6.000%        | 680,400         | 1,215,400               | 1,895,800                          |
| 06/01/2031               |                  |               | 664,350         | 664,350                 |                                    |
| 12/01/2031               | 570,000          | 6.000%        | 664,350         | 1,234,350               | 1,898,700                          |
| 06/01/2032               |                  |               | 647,250         | 647,250                 |                                    |
| 12/01/2032               | 640,000          | 6.000%        | 647,250         | 1,287,250               | 1,934,500                          |
| 06/01/2033               |                  |               | 628,050         | 628,050                 |                                    |
| 12/01/2033               | 680,000          | 6.000%        | 628,050         | 1,308,050               | 1,936,100                          |
| 06/01/2034               |                  |               | 607,650         | 607,650                 |                                    |
| 12/01/2034               | 760,000          | 6.000%        | 607,650         | 1,367,650               | 1,975,300                          |
| 06/01/2035               |                  |               | 584,850         | 584,850                 |                                    |
| 12/01/2035               | 810,000          | 6.000%        | 584,850         | 1,394,850               | 1,979,700                          |
| 06/01/2036               |                  |               | 560,550         | 560,550                 |                                    |
| 12/01/2036               | 890,000          | 6.000%        | 560,550         | 1,450,550               | 2,011,100                          |
| 06/01/2037               |                  |               | 533,850         | 533,850                 |                                    |
| 12/01/2037               | 950,000          | 6.000%        | 533,850         | 1,483,850               | 2,017,700                          |
| 06/01/2038               |                  |               | 505,350         | 505,350                 |                                    |
| 12/01/2038               | 1,045,000        | 6.000%        | 505,350         | 1,550,350               | 2,055,700                          |
| 06/01/2039               |                  |               | 474,000         | 474,000                 |                                    |
| 12/01/2039               | 1,110,000        | 6.000%        | 474,000         | 1,584,000               | 2,058,000                          |
| 06/01/2040               |                  |               | 440,700         | 440,700                 |                                    |
| 12/01/2040               | 1,215,000        | 6.000%        | 440,700         | 1,655,700               | 2,096,400                          |
| 06/01/2041               |                  |               | 404,250         | 404,250                 |                                    |
| 12/01/2041               | 1,290,000        | 6.000%        | 404,250         | 1,694,250               | 2,098,500                          |
| 06/01/2042               |                  |               | 365,550         | 365,550                 |                                    |
| 12/01/2042               | 1,405,000        | 6.000%        | 365,550         | 1,770,550               | 2,136,100                          |
| 06/01/2043               |                  |               | 323,400         | 323,400                 |                                    |
| 12/01/2043               | 1,495,000        | 6.000%        | 323,400         | 1,818,400               | 2,141,800                          |
| 06/01/2044               |                  |               | 278,550         | 278,550                 |                                    |
| 12/01/2044               | 1,625,000        | 6.000%        | 278,550         | 1,903,550               | 2,182,100                          |
| 06/01/2045               |                  |               | 229,800         | 229,800                 |                                    |
| 12/01/2045               | 1,725,000        | 6.000%        | 229,800         | 1,954,800               | 2,184,600                          |
| 06/01/2046               |                  |               | 178,050         | 178,050                 |                                    |
| 12/01/2046               | 1,870,000        | 6.000%        | 178,050         | 2,048,050               | 2,226,100                          |
| 06/01/2047               |                  |               | 121,950         | 121,950                 |                                    |
| 12/01/2047               | 4,065,000        | 6.000%        | 121,950         | 4,186,950               | 4,308,900                          |
|                          | 23,520,000       |               | 25,606,500      | 49,126,500              | 49,126,500                         |

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## CALL PROVISIONS

MINERS PARK METROPOLITAN DISTRICT  
Weld County, Colorado

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TAX INCREMENT REVENUE BONDS, SERIES 2023A

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
06/01/2028	103.00
06/01/2029	102.00
06/01/2030	101.00
06/01/2031	100.00

BOND SOLUTION

MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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#### TAX INCREMENT REVENUE BONDS, SERIES 2023A

| <i>Period<br/>Ending</i> | <i>Proposed<br/>Principal</i> | <i>Proposed<br/>Debt Service</i> | <i>Debt Service<br/>Adjustments</i> | <i>Total Adj<br/>Debt Service</i> | <i>Revenue<br/>Constraints</i> | <i>Unused<br/>Revenues</i> | <i>Debt Service<br/>Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|-------------------------------------|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2023               |                               | 705,600                          | (705,600)                           |                                   |                                |                            |                                  |
| 12/01/2024               |                               | 1,411,200                        | (1,411,200)                         |                                   | 79,631                         | 79,631                     |                                  |
| 12/01/2025               |                               | 1,411,200                        | (1,411,200)                         |                                   | 390,897                        | 390,897                    |                                  |
| 12/01/2026               |                               | 1,411,200                        | (352,800)                           | 1,058,400                         | 1,150,496                      | 92,096                     | 108.70%                          |
| 12/01/2027               | 25,000                        | 1,436,200                        |                                     | 1,436,200                         | 1,869,877                      | 433,677                    | 130.20%                          |
| 12/01/2028               | 340,000                       | 1,749,700                        |                                     | 1,749,700                         | 2,276,190                      | 526,490                    | 130.09%                          |
| 12/01/2029               | 475,000                       | 1,864,300                        |                                     | 1,864,300                         | 2,425,393                      | 561,093                    | 130.10%                          |
| 12/01/2030               | 535,000                       | 1,895,800                        |                                     | 1,895,800                         | 2,469,048                      | 573,248                    | 130.24%                          |
| 12/01/2031               | 570,000                       | 1,898,700                        |                                     | 1,898,700                         | 2,474,090                      | 575,390                    | 130.30%                          |
| 12/01/2032               | 640,000                       | 1,934,500                        |                                     | 1,934,500                         | 2,518,619                      | 584,119                    | 130.19%                          |
| 12/01/2033               | 680,000                       | 1,936,100                        |                                     | 1,936,100                         | 2,523,763                      | 587,663                    | 130.35%                          |
| 12/01/2034               | 760,000                       | 1,975,300                        |                                     | 1,975,300                         | 2,569,183                      | 593,883                    | 130.07%                          |
| 12/01/2035               | 810,000                       | 1,979,700                        |                                     | 1,979,700                         | 2,574,430                      | 594,730                    | 130.04%                          |
| 12/01/2036               | 890,000                       | 2,011,100                        |                                     | 2,011,100                         | 2,620,759                      | 609,659                    | 130.31%                          |
| 12/01/2037               | 950,000                       | 2,017,700                        |                                     | 2,017,700                         | 2,626,112                      | 608,412                    | 130.15%                          |
| 12/01/2038               | 1,045,000                     | 2,055,700                        |                                     | 2,055,700                         | 2,673,368                      | 617,668                    | 130.05%                          |
| 12/01/2039               | 1,110,000                     | 2,058,000                        |                                     | 2,058,000                         | 2,678,828                      | 620,828                    | 130.17%                          |
| 12/01/2040               | 1,215,000                     | 2,096,400                        |                                     | 2,096,400                         | 2,727,030                      | 630,630                    | 130.08%                          |
| 12/01/2041               | 1,290,000                     | 2,098,500                        |                                     | 2,098,500                         | 2,732,600                      | 634,100                    | 130.22%                          |
| 12/01/2042               | 1,405,000                     | 2,136,100                        |                                     | 2,136,100                         | 2,781,766                      | 645,666                    | 130.23%                          |
| 12/01/2043               | 1,495,000                     | 2,141,800                        |                                     | 2,141,800                         | 2,787,448                      | 645,648                    | 130.15%                          |
| 12/01/2044               | 1,625,000                     | 2,182,100                        |                                     | 2,182,100                         | 2,837,598                      | 655,498                    | 130.04%                          |
| 12/01/2045               | 1,725,000                     | 2,184,600                        |                                     | 2,184,600                         | 2,843,395                      | 658,795                    | 130.16%                          |
| 12/01/2046               | 1,870,000                     | 2,226,100                        |                                     | 2,226,100                         | 2,894,548                      | 668,448                    | 130.03%                          |
| 12/01/2047               | 4,065,000                     | 4,308,900                        | (2,081,631)                         | 2,227,269                         | 2,900,461                      | 673,192                    | 130.23%                          |
|                          | 23,520,000                    | 49,126,500                       | (5,962,431)                         | 43,164,069                        | 56,425,532                     | 13,261,463                 |                                  |

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## SOURCES AND USES OF FUNDS

### MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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SUBORDINATE CASH FLOW BONDS, SERIES 2023B(3)

Dated Date	06/01/2023
Delivery Date	06/01/2023

Sources:

Bond Proceeds:	
Par Amount	4,758,000.00
	4,758,000.00

Uses:

Project Fund Deposits:	
Project Fund	4,615,260.00
Delivery Date Expenses:	
Underwriter's Discount	142,740.00
	4,758,000.00

BOND PRICING

MINERS PARK METROPOLITAN DISTRICT Weld County, Colorado

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#### SUBORDINATE CASH FLOW BONDS, SERIES 2023B(3)

| <i><b>Bond Component</b></i> | <i><b>Maturity<br/>Date</b></i> | <i><b>Amount</b></i> | <i><b>Rate</b></i> | <i><b>Yield</b></i> | <i><b>Price</b></i> |
|------------------------------|---------------------------------|----------------------|--------------------|---------------------|---------------------|
| Term Bond due 2047:          | 12/15/2047                      | 4,758,000            | 9.000%             | 9.000%              | 100.000             |
|                              |                                 | 4,758,000            |                    |                     |                     |

|               |            |
|---------------|------------|
| Dated Date    | 06/01/2023 |
| Delivery Date | 06/01/2023 |
| First Coupon  | 12/01/2023 |

|                         |              |
|-------------------------|--------------|
| Par Amount              | 4,758,000.00 |
| Original Issue Discount |              |

|                        |              |             |
|------------------------|--------------|-------------|
| Production             | 4,758,000.00 | 100.000000% |
| Underwriter's Discount | (142,740.00) | (3.000000%) |

|                  |              |            |
|------------------|--------------|------------|
| Purchase Price   | 4,615,260.00 | 97.000000% |
| Accrued Interest |              |            |

|              |              |
|--------------|--------------|
| Net Proceeds | 4,615,260.00 |
|--------------|--------------|

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## CALL PROVISIONS

MINERS PARK METROPOLITAN DISTRICT  
Weld County, Colorado

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SUBORDINATE CASH FLOW BONDS, SERIES 2023B(3)

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
06/01/2028	103.00
06/01/2029	102.00
06/01/2030	101.00
06/01/2031	100.00

EXHIBIT G

FORM OF INTERGOVERNMENTAL AGREEMENT

TOWN OF FREDERICK

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FREDERICK, COLORADO,
AND MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2**

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 20__, by and between the TOWN OF FREDERICK, a statutory town of the State of Colorado (the “**Town**”), and MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively referred to hereinafter as the “**Districts**”). The Town and the Districts are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, Section 29-1-203, C.R.S., authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan, approved by the Town on _____, 2022 (“**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by Article 14 of the Town Land Use Code; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Application of Local Laws. The Districts shall be subject to and shall comply with all applicable provisions of the Town’s ordinances, resolutions, municipal code, rules, regulations, engineering specifications, standards, and policies, as the same may be amended from time to time. The foregoing includes, but is not limited to, requirements that must be met before improvements are accepted by the Town.

2. Operations and Maintenance. The Districts shall either retain ownership of or dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or entity in a manner consistent with future development agreements or development plans. Dedication of Public Improvements shall be consistent with rules and regulations of the Town, or other appropriate jurisdiction, and applicable provisions of the Town Code. Notwithstanding the foregoing, the Districts shall provide for the operation and maintenance of any part or all of the Public Improvements of which they retain ownership and which are not operated and maintained by a homeowners association. The Districts may impose an Operating Mill Levy that is subject to the Limited Mill Levy restrictions set forth in the Service Plan, as

necessary, to provide for administrative and general operating expenses, operating and maintaining Public Improvements retained by the Districts or prior to their conveyance to the Town or other entity, and financing Public Improvements on a cash-flow basis. The Districts shall have the authority to provide covenant enforcement services, pursuant to Section 32-1-1004(8), C.R.S. Sanitary Sewer facilities will be conveyed to the St. Vrain Sanitation District as appropriate and pursuant to applicable agreements.

3. Streets. The Districts shall be authorized to plan for, design, construct, install, relocate, redevelop, and finance street improvements, but shall not be permitted to permanently acquire or to provide ongoing maintenance of any Interior Roads or Exterior Roads; provided however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing for the street improvements, including those related to Interior Roads and/or Exterior Roads.

4. Sanitation. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the St. Vrain Sanitation District as appropriate and pursuant to service agreements for property within the District Boundaries in any area of overlap except as may be consented to, and approved by, the St. Vrain Sanitation District's Board of Directors as expressed through the execution of a letter of consent or an intergovernmental agreement between the District and the Sanitary Sewer provider. The Districts' Boards will execute such intergovernmental agreement at the initial meeting of the Board after the entry of the order of formation by the District Court for and in Weld County, Colorado. In addition to all other parts of the Service Plan, the District shall comply with Section V.A.18 of the Service Plan.

5. Water. Water service to the Project is anticipated to be provided by the Town or the Districts, as appropriate. The Districts shall be authorized to plan for, design, construct, install, relocate, redevelop, finance, operate, and maintain both potable and non-potable water facilities within the Project, pursuant to this Agreement, including the enforcement of related covenants, if any. The Districts shall be authorized to acquire, operate, and maintain the non-potable water facilities, but shall not be authorized to acquire any potable water facilities or to provide potable water service; provided, however, that nothing contained herein shall limit the Districts' ability to reimburse the developer of the Project for costs incurred in providing any water facilities, whether potable or non-potable. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the Town within the District Boundaries in any area of overlap except as may be consented to and approved by the Town through the execution of a letter of consent or an intergovernmental agreement between the Districts and the Town. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of the Service Plan.

6. Park and Recreation. The Districts shall be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, and maintain park and recreation facilities or programs, including, but not limited to, trails, open space, landscaping, irrigation facilities, and all necessary incidental and appurtenant facilities, land, and easements, together with extensions of and improvements to said facilities within and without the District Boundaries. Certain park and recreation improvements may be retained by the Districts and operated and maintained by the Districts or an HOA. The Districts shall not, to the extent prohibited by law, duplicate the services provided by the Carbon Valley Park and Recreation District within the District Boundaries in any area of overlap except as may be consented to, and approved by, the Carbon Valley Park and

Recreation District's Board of Directors as expressed through the execution of a letter of consent or an intergovernmental agreement between the Districts and the Carbon Valley Park and Recreation District. Along with the other Service Plan requirements, the Districts shall comply with Section V.A.18. of the Service Plan.

7. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities or services are provided pursuant to an intergovernmental agreement with the Frederick-Firestone Fire Protection District, or any successor thereof. The authority to plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of any water system shall not be limited by this provision.

8. Television and Relay Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless specifically provided for in this Agreement or a separate agreement with the Town.

9. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the Districts have promised to impose an ad valorem property tax mill levy ("**Debt**"), the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

11. Inclusions and Exclusions. The Districts shall not include within their boundaries any property from outside the District Boundaries without the prior written consent of the Town Board. Notice of all inclusions or exclusions shall be provided to the Town pursuant to the annual report filed in accordance with Section VII.A. of this Service Plan.

12. Initial Debt. On or before the effective date of approval by the Town of an Approved Development Plan and the execution of this Agreement, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose or collect any fees used for the purpose of repayment of Debt.

13. Total Debt Issuance. No District (itself or together with the other Districts, in the aggregate) shall issue Debt in excess of Thirty Million (\$30,000,000) (the “Total Debt Issuance Limitation”) without the approval of the Town. Notwithstanding the foregoing, the Total Debt Issuance Limitation shall increase to Forty-Eight Million Dollars (\$48,000,000) if the Town approves the issuance of revenue bonds related to water resource fees in accordance with Section V.A.16 of the Service Plan..

14. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, unless specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

15. Consolidation. With the exception of any of the other Miners Park Metropolitan District Nos. 1 & 2, as limited by Article VI.C.5 of the Service Plan, the Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town Board.

16. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Limited Mill Levy, have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment that is approved by the Town Board; and

b. are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Limited Mill Levy (unless previously approved by the Town Board), shall be deemed a material modification of the Service Plan, pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town Board as part of a Service Plan Amendment.

17. Revenue Bond Limitation. The Districts shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any other revenue bonds, the District or Districts proposing to issue such other revenue bonds shall submit all relevant details of such issuance to the Town Manager, who shall determine whether the issuance of revenue bonds constitutes a material

modification of the Service Plan. If it is determined that the issuance of such other revenue bonds constitutes a material modification of the Service Plan, the District shall then proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S., prior to issuing the revenue bonds. The Districts may determine to issue revenue bonds related to water resource fees in the future, in which case, the Districts shall comply with the requirements set forth in this Section. The District may collect a “district water acquisition fee” for paying the revenue bonds used to defray the cost of acquiring water for the District. Such fees shall be one-time fees imposed at or before building permit and shall not be subject to the limits set forth in Section VI.D.2 herein. For the purposes of this Service Plan, bonds financed with tax increment revenue shall not constitute revenue bonds requiring the Town Board’s prior written consent. For the purposes of this Service Plan, bonds financed with tax increment revenue shall not constitute revenue bonds requiring the Town Board’s prior written consent.

18. Eminent Domain Limitation. The Districts shall not exercise its statutory power of eminent domain without the prior written consent of the Town Board. Notwithstanding any other provisions to the contrary in this Service Plan, the Town consents to the Districts’ use of eminent domain to condemn oil and gas wells, tanks, pipelines and other facilities in the Service Area as necessary for development to occur.

19. Overlapping Districts. The Town shall be held harmless if St. Vrain Sanitation District, Carbon Valley Park and Recreation District, and/or Frederick-Firestone Fire Protection District refuse to authorize services; and from any claims brought by these entities for improvements constructed or installed or services provided prior to receiving necessary and appropriate consent from these entities which are providing services to the Districts or its constituents.

20. Covenant Enforcement. The Districts shall have the power to provide covenant enforcement services within its territorial boundaries, subject to the requirements and limitations set forth in Section 32-1-1004(8), C.R.S.

21. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-19 or VI.B-H of the Service Plan, or which constitutes a material modification under Section 14.4 of the Town Land Use Code, as it may be amended from time to time, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the Districts. The Town may also seek damages for breach of this Agreement arising from violations by the Districts of any provision of the Service Plan.

22. Annual Report. In accordance with Section 14.3(a) of the Town Land Use Code, as it may be amended from time to time, the Districts shall file an annual report (“**Annual Report**”) with the Town Clerk each year following the year in which the Orders and Decrees creating the Districts have been issued by the District Court for and in Weld County, Colorado, containing the information set forth in Section VII of the Service Plan.

23. Contribution Mill Levy. Without increasing the Limited Mill Levy, at any time a District imposes a mill levy for debt service purposes, such District shall impose a Contribution Mill Levy of three (3) mills for purposes of financing capital improvements or for financing

operations and maintenance expenses associated with Town capital improvements, which revenues shall be remitted to the Town upon the District's receipt. The revenues received by the Town from the Contribution Mill Levy may be applied to any Town capital improvement so long as the capital improvement is one that the District could otherwise finance (e.g., streets, traffic safety controls, street lighting, water, sanitary sewer, storm drainage, landscaping improvements, and parks and recreation). In the event that a District does not impose a Debt Mill Levy, such District shall have no obligation to levy, collect, or pay over to the Town the three (3) mills set forth herein.

24. Operating Mill Levy. The Districts may impose an ad valorem mill levy to fund administrative and general operating expenses, operating and maintaining Public Improvements that are retained by the Districts or prior to their conveyance to the Town or other entity, financing Public Improvements on a cash-flow basis, and repaying any advances provided to the Districts for such purposes. The Operating Mill Levy shall be subject to the Limited Mill Levy restrictions contained in Section VI.C. of the Service Plan

25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Miners Park Metropolitan District Nos. 1 & 2
 WHITE BEAR ANKELE TANAKA & WALDRON
 2154 East Commons Avenue, Suite 2000
 Centennial, Colorado 80122
 Attn: George Rowley, Esq.
 Phone: (303) 858-1800
 Fax: (303) 858-1801
 growley@wbapc.com

To the Town: Town of Frederick
 401 Locust Street
 P.O. Box 435
 Frederick, CO 80530
 Attn: Town Attorney
 Cc: Planning Director
 Phone: (720) 382-5500
 Fax: (720) 382-5520

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the Districts until after the effective date of this Agreement.

b. Nonassignability. No Party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the Parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Weld County.

i. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k. No Third-Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Entirety. Except for the Service Plan, this Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the Parties concerning the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the Town and Districts as of the date first above written.

TOWN OF FREDERICK, COLORADO

By: _____
Tracie Crites, Mayor

ATTEST:

Meghan Martinez, Town Clerk

APPROVED AS TO FORM:

Town Attorney

***Town's Signature Page to Intergovernmental Agreement between the Town of Frederick,
Colorado and Miners Park Metropolitan District Nos. 1 & 2, dated _____***

**MINERS PARK METROPOLITAN
DISTRICT NOS. 1 & 2**, quasi-municipal
corporations and political subdivisions of the
State of Colorado

By: _____
Officer of the Districts

ATTEST:

APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Districts

*Districts' Signature Page to Intergovernmental Agreement between the Town of Frederick,
Colorado and Miners Park Metropolitan District Nos. 1 & 2, dated _____*

EXHIBIT H

FORM OF MILL LEVY DISCLOSURE

MINERS PARK METROPOLITAN DISTRICT NOS. 1 & 2

WELD COUNTY, COLORADO

MILL LEVY DISCLOSURE STATEMENT

In accordance with § 32-1-104.8, Colorado Revised Statutes, Miners Park Metropolitan District Nos. 1 & 2 (together, the “District”) is required to submit a public disclosure to the Weld County Clerk and recorder for recording along with maps depicting the boundary of the District, attached hereto as exhibit A. This document describes the District’s organization, its powers, the debt it may issue and its financial powers, and describes how properties within the District are subject to the payment of property taxes used to pay Debt service on District Debt.

1. District Organization. The District is a quasi-municipal corporation and is a political subdivision of the State of Colorado organized and existing as a metropolitan district pursuant to Title 32, Colorado Revised Statutes, pursuant to an Order and Decree of the District Court and recorded with the Weld County Clerk and Recorder. The District is located entirely within the Town of Frederick, Colorado (the “Town”).

2. District’s Powers and Service Plan. Powers and authorities of the District authorized by § 32-1-1004, Colorado Revised Statutes and the District’s service plan approved by the Town as of the time of this filing: to provide the public improvements as described in the Service Plan as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Service Plan and any intergovernmental agreement(s) between the Districts and the Town, as any or all of the same may be amended from time to time. A copy of the District’s Service Plan is on file and available for review at the office of the Town Clerk, the Division of Local Government or the District’s general counsel, White Bear Ankele Tanaka & Waldron, 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122.

3. District Revenues. The District is authorized by Title 32 of the Colorado Revised Statutes and the Service Plan to use a number of methods to raise revenues for capital needs and general operations costs as limited by the District’s Service Plan and intergovernmental agreement with the Town of Frederick. These methods, subject to the limitations imposed by section 20 of article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges.

4. District Bonds. The District may issue bonds to provide for the costs of capital improvements within its boundary. Once the bonds are sold, they must be repaid over time with interest. The annual payment on the bonds is known as “debt service.” In order to meet the debt service requirements for the bonds, and to pay operations and maintenance associated with the provision of services and district administration and operating costs, the District will impose mill levies as limited under the Service Plan.

5. Voter Authorization. Voter approval for the imposition of the District taxes under Section 20 of article X of the Colorado Constitution has been obtained. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described in § 32-1-809(1), Colorado Revised Statutes, which can be found

at the District office, on the District's website on file at the division of local government in the state department of local affairs (available from [www. Dola.colorado.gov/specialdistricts](http://www.Dola.colorado.gov/specialdistricts)), or on file at the office of the clerk and recorder of each county in which the special district is located.

6. *District Purpose.* The Powers of the District, as authorized by Section 32-1-1004, C.R.S., and by its Service Plan, as approved by the Board of Trustees of the Town of Frederick on _____, 2022, are for the purpose of financing public improvements, including streets, sanitary sewer, storm sewer, drainage, water, parks and trails, all in accordance with its Service Plan. Such improvements may be dedicated to the Town of Frederick or other governmental entities for operation and maintenance, or may be operated and maintained by the District or a homeowners association formed for the development. Tax Levy Information The primary source of revenue for the District is ad valorem property taxes. Property taxes are determined annually by the District's Board of Directors and set by the Board of County Commissioners for Weld County as to the rate or levy, based upon the assessed valuation of the property within the District. The levy is expressed in terms of mills. One mill equals \$1 of tax for each \$1,000 of assessed value. The Debt Mill Levy shall be imposed in an amount sufficient to pay the principal of, premium if any, and interest on Debt as the same become due and payable, and to make up any deficiencies in any debt service reserve for the Debt and, except as allowed by the Service Plan, shall not exceed fifty (50.000) mills, including a Contribution Mill Levy of three (3.000) mills to the Town. The Operating Mill Levy shall be imposed by the District to fund administrative, operating, and facilities maintenance expenses, including the repayment of any advances provided to the District for such purposes and shall not be imposed in an amount that, when combined with the Debt Mill Levy and Contribution Mill Levy, exceeds fifty (50.000) mills, except as allowed by the Service Plan. The District shall not impose a mill levy in excess of fifty (50.000) mills, provided that the mill levy may be adjusted to account for statewide changes in the method of calculating assessed valuation of property. District taxes are collected as part of the property tax bill from Weld County. Reference is made to the Service Plan for additional information regarding the District's financial powers and limitations.

EXHIBIT I

PROOF OF OWNERSHIP FOR ALL PROPERTIES WITHIN DISTRICTS



655 South Sunset Street, Suite A
Longmont, CO 80501
Phone: (303) 485-0076
Fax: (303) 633-7755

DATE: January 26, 2021
FILE NUMBER: 515-F0699514-171-MSK
PROPERTY ADDRESS: Vacant Lots, Frederick, CO 80530
BUYER/BORROWER: Miners Park LLC
OWNER(S): Miners Park Town Centre, LLC
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R8940241 R6783054 R6783055 R6783053

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Fidelity National Title Company 655 South Sunset Street Suite A Longmont, CO 80501	ATTN: Marlene Shannon PHONE: (303) 485-0076 FAX: (303) 633-7755 E-MAIL: mshannon@fnf.com
TO: Miners Park LLC	ATTN: Michael Blumenthal, Manager PHONE: FAX: E-MAIL: Delivered via email
TO: Miners Park Town Centre, LLC	ATTN: John R. Haley PHONE: FAX: E-MAIL: Delivered via email
TO: Structure Property Group, LLC 2211 Mountain View Ave., Suite Longmont, CO 80501	ATTN: Gerald Schlagel PHONE: (303) 748-6872 FAX: (720) 684-6046 E-MAIL: jerry@spgcolo.com
TO: Re/Max Traditions, Inc. 2204 18th Avenue Longmont, CO 80501	ATTN: Susan Haley PHONE: (303) 772-3800 FAX: (303) 772-3378 E-MAIL: sue@suehaley.com
TO: Fidelity National Title Company 950 South Cherry Street #1512 Denver, CO 80246	ATTN: Amanda Tegano PHONE: (303) 264-1240 FAX: (000) 000-0000 E-MAIL: ategano@fnf.com
TO: Fidelity National Title Company 655 S. Sunset St Longmont, CO 80501	ATTN: Sarah Mazzotta PHONE: (303) 485-0076 FAX: (303) 633-7755 E-MAIL: smazzotta@fnf.com
TO: Rumler, Tarbox, Lyden Law Corporation 1777 S Harrison St. Suite 1250 Denver, CO 80210	ATTN: Jean Gold PHONE: FAX: E-MAIL: jgold@rumerlaw.com

TO: Longmont
655 South Sunset Street
Suite A
Longmont, CO 80501

ATTN: Marlene Shannon
PHONE: (303) 485-0076
FAX: (303) 633-7755
E-MAIL: mshannon@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Signature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title Company
Issuing Office: 4875 Pearl East Circle, Suite 300, Boulder, CO 80301
Loan ID Number:
Issuing Office File Number: 515-F0699514-171-MSK
Property Address: Vacant Lots, Frederick, CO 80530
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **January 15, 2021**
2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
Proposed Insured: **Miners Park LLC, a Colorado limited liability company**
Proposed Policy Amount: **\$3,500,000.00**
 - (b) **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Miners Park Town Centre, LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

PREMIUMS:

Owners Coverage	3,290.00
Tax Certificates	170.00
Extended Coverage	75.00

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EXHIBIT A

LEGAL DESCRIPTION

Blocks 2, 3 and 4, West Tract One, Miner's Park Town Centre,
County of Weld, State of Colorado; and

Blocks 5, 6, 7, 8 and 9, East Tract Two, Miner's Park Town Centre,
County of Weld, State of Colorado; and

West Tract 1A, Miner's Park Town Centre Filing Two Subdivision Amendment,
County of Weld, State of Colorado.

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Miners Park Town Centre, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Recordation of Statement of Authority for Miners Park Town Centre, LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- h. Recordation of Statement of Authority for Miners Park LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- i. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- j. Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Fidelity National Title Insurance Company and Fidelity National Title Company.

Note: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Exception(s) number(ed) 1, 2, 3 and 4 will not appear on the Owner's Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B
PART I – Requirements
(Continued)

FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Bargain and Sale Deed to Miners Park Town Centre, LLC, a Colorado limited liability company recorded October 7, 2013 at Reception No. [3968843](#), Reception No. 368845, Reception No. [3968846](#)

Personal Representative's Deed recorded December 28, 2017 at Reception No. [4363552](#)

END OF REQUIREMENTS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservation of a coal mining leases granted to The Evans Fuel Company as set forth in Warranty Deed recorded April 7, 1919 in [Book 535 at Page 194](#)
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Mountain States Telephone and Telegraph Company
Purpose:	communication purposes and appurtenances thereto
Recording Date:	March 4, 1937
Recording No:	Book 1006 at Page 321

10. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date:	October 4, 1972
Recording No:	Reception No. 1598915

Notice of Oil and Gas Interests and Surface Use connection with the above Oil and Gas Lease

Recording Date: March 26, 2001
Recording No.: Reception No. [2834933](#)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: pipeline purposes and appurtenances thereto
Recording Date: April 23, 1974
Recording No: Reception No. [1634972](#)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Amoco Production Company
Purpose: pipeline purposes and appurtenances thereto
Recording Date: April 4, 1975
Recording No: Reception No. [1657490](#)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Amoco Production Company
Purpose: pipeline purposes and appurtenances thereto
Recording Date: June 28, 1976
Recording No: Reception No. 1692380

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Continental Pipe Line Company
Purpose: pipeline purposes and appurtenances thereto
Recording Date: July 26, 1976
Recording No: Reception No. [1694465](#)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Amoco Production Company
Purpose: pipeline purposes and appurtenances thereto
Recording Date: March 8, 1978
Recording No: Reception No. [1746724](#)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain States Telephone and Telegraph Company
Purpose: communication purposes and appurtenances thereto
Recording Date: August 20, 1980
Recording No: Reception No. [1833488](#)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Conoco Pipe Line Company
Purpose: pipeline purposes and appurtenances thereto
Recording Date: May 28, 1992
Recording No: Reception No. [2289369](#)

18. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Frederick Area fire Protection District, as evidenced by instrument(s) recorded August 26, 1992 at Reception No. [2301278](#).

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: US West Communications, Inc.

Purpose: communication purposes and appurtenances thereto
Recording Date: March 7, 1996
Recording No: Reception No. [2479819](#)

20. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Carbon Valley Park and Recreation District, as evidenced by instrument(s) recorded December 29, 1999 at Reception No. [2741147](#).

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Kinder Morgan, Inc.
Purpose: pipeline purposes and appurtenances thereto
Recording Date: January 10, 2000
Recording No: Reception No. [2743502](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement as set forth below:

Recording Date: November 17, 2000
Recording No.: Reception No. [2807870](#)

Annexation Map in connection therewith recorded November 17, 2020 at Reception 2807873

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Town of Frederick, Colorado
Purpose: utility lines, including but not limited to sanitary sewer, storm drainage, water, electric and other compatible uses and appurtenances thereto
Recording Date: April 14, 2005
Recording No: Reception No. [3277611](#)

24. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 798 with respect to land use of Miners' Park Town Centre as set forth below:

Recording Date: September 26, 2005
Recording No.: Reception No. 3325844

25. All oil, gas and other mineral rights reserved in the instrument, with respect to an undivided 1/3 interest, set forth below, and any and all assignments thereof or interests therein:

Reserved by: Carla Johnson Hobbs
Recording Date: January 10, 2006
Recording No.: Reception No. [3353710](#)

26. All oil, gas and other mineral rights reserved in the instrument, with respect to an undivided 1/3 interest, set forth below, and any and all assignments thereof or interests therein:

Reserved by: Investors Independent Trust
Recording Date: May 1, 2006
Recording No.: Reception No. [3383522](#)

27. All oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: C & M Resources LLC
Recording Date: June 25, 2007
Recording No.: Reception No. [3485814](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Pending Surface Development as set forth below:
- Recording Date: August 6, 2007
Recording No.: Reception No. [3495293](#)
29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Qwest Corporation
Purpose: communication purposes and appurtenances thereto
Recording Date: September 14, 2007
Recording No: Reception No. [3504063](#)
30. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification as set forth below:
- Recording Date: December 21, 2007
Recording No.: Reception No. [3525268](#)
31. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Weld County Tri-Area Sanitation District, as evidenced by instrument(s) recorded December 27, 2007 at Reception No. [3526088](#).
32. The affect of Kerr-McGee Gathering, LLC pipeline relocation, more particularly defined and described in the Letter dated February 6, 2008, recorded March 7, 2008 at Reception No. [3540302](#)
33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Kerr-McGee Gathering LLC
Purpose: pipeline purposes and appurtenances thereto
Recording Date: May 15, 2009
Recording No: Reception No. [3623294](#)
34. Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:
- Recording Date: July 17, 2012
Recording No.: Reception No. [3859362](#)
35. Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:
- Recording Date: August 2, 2012
Recording No.: Reception No. [3863465](#)
36. Easement(s) for the purpose(s) shown below and rights incidental thereto, together with terms, agreements, provisions, conditions and obligations as contained therein, as granted in a document:
- Granted to: K.P. Kauffman Company, Inc.
Purpose: pipeline purposes and appurtenances thereto
Recording Date: August 8, 2012
Recording No: Reception No. [3864729](#)
37. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement for Public Improvements as set forth below:
- Recording Date: November 21, 2012
Recording No.: Reception No. [3890350](#)

38. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said Miners' Park Town Centre set forth below:

Recording Date: November 21, 2012
Recording No.: Reception No. [3890351](#)

Amendment(s) of said Plat by Ordinance No. 1067 vacating specified easements in connection therewith

Recording Date: November 12, 2012
Recording No.: Reception No. [3890352](#)

39. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said Miners' Park Town Centre Filing Two Subdivision Amendment set forth below:

Recording Date: September 18, 2014
Recording No.: Reception No. [4047091](#)

40. 100% of oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:
(Affects the W ½ of Section 31)

Granted to: Bluebird Energy Partners, LLC

Recording Date: December 1, 2017
Recording No.: Reception No. [4356783](#)

And
Recording No.: Reception No. [4356784](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Dedication as set forth below:

Recording Date: June 20, 2018
Recording No.: Reception No. [4408737](#)

42. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Municipal Subdistrict, Northern Colorado Water Conservancy District, as evidenced by instrument(s) recorded August 24, 2018 at Reception No. [4425512](#).

43. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement(s) as set forth below:

Recording Date: October 12, 2018
Recording No.: Reception No. [4438250](#)

And
Recording No.: Reception No. [4438252](#)

And
Recording No.: Reception No. [4438287](#)

END OF EXCEPTIONS

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - o The subject property may be located in a special taxing district.
 - o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



TOWN OF FREDERICK

Board of Trustees

Information Memorandum

Tracie Crites, Mayor
Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Facilities Study

Agenda Date: Town Board Meeting - August 9, 2022

Attachments: a. Proposed Study

Submitted by: Meghan Martinez
Town Clerk

Approved for Presentation: Bryan Ostler
Town Manager

Summary Statement:

At the 2021 Board of Trustees Retreat, the Board identified Facilities as an area of focus and requested that staff begin work on creation of a master plan to inform decisions of the Board of Trustees related to Town Facilities.

Detail of Issue/Request:

Staff reached out to the Department of Local Affairs in 2021 to begin work on a Facilities Study that would be the first step in the work toward identifying areas of opportunity related to Town Facilities. The DOLA University Technical Assistance Program and the Town of Frederick moved forward with a Facilities Study in Q2 of 2021. The students visited the Town multiple times to view the facilities, meet with staff, and discuss 20 year staffing projections. The students will be present at the meeting to discuss their findings in detail. The study has been included in the packet as well.

This is the first step in a continued discussion amongst the Board related to the Facility needs of the community. It is important to note that this study is a snapshot in time and the majority of the data was recorded in 2021. The Town has already made significant changes to buildings and the Board has had numerous discussions about facilities that may not be incorporated in this plan due to the organizational and community needs identified by the Board.

Built on What Matters.

This is a big step forward in assessing our current facilities needs and issues and will also provide a valuable framework for additional long-term planning of facilities and looking at options of how to pay for them over the next 15-25 years. In addition, this information will help with a more detailed analysis of funding options and long-term options that we can build out over the next 15-25 years.

Legal Comments:

N/A

Alternatives/Options:

N/A

Financial Considerations:

The study was funded through the adopted budget.

Staff Recommendation:

This item is presented for discussion and a presentation will be provided by the University Technical Assistant Program. Staff is not requesting action on this item at this time, and providing this needs assessment for a more in-depth discussion at the retreat about long-term facility needs.

TOWN OF FREDERICK *Facilities Planning Study*

FREDERICK, COLORADO

SUMMER 2022



UTA
UNIVERSITY
TECHNICAL
ASSISTANCE



COLORADO
Department of Local Affairs

PROJECT PARTNERS

Project Members Include:

COMMUNITY

Bryan Ostler	Town Manager
Meghan Martinez	Town Clerk
Kent VanDyne	Public Works Director
Rusty Ribble	Assistant Public Works Director
Alan Isaac	Facilities Supervisor

UTA

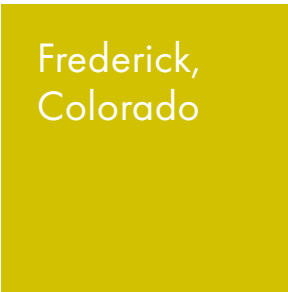
Jennifer Kovarik	UTA Field Supervisor	Jonathan Cable	Landscape Architecture Intern
Germaine Low	Architecture Intern	Sarah Drew	Landscape Architecture & Planning Intern
Ethan Miller	Architecture Intern		
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DOLA

Chris LaMay	DOLA Regional Manager
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The Town of Frederick asked the University of Colorado Technical Assistance Program to help create a Master Facilities Plan that will address the growing needs of the town for the next 5 - 20 years.



EXECUTIVE SUMMARY

This master plan report aims to provide the Town of Frederick with short- and long-term guidance for municipal facility development that can sustainably meet the needs of this expanding Northern Colorado community. Throughout this project, the history, culture, and vision of the Town of Frederick informed the story to be told of stewardship and operational responsibility.

A multidisciplinary team of design and planning students undertook this project from Summer 2021 to Summer 2022. Taking into consideration the town mission “To foster an exceptional and inclusive community that is Built on What Matters,” the project started with a foundation of clearly evaluating the facilities and current built environment. This initial process consisted of comprehensive documentation and evaluation of conditions at the parcels and facilities. The work focused on three primary Town-owned parcels of land, Downtown, Public Works, and Bella Rosa.

After an in-depth department review of the existing conditions analysis, a survey of employees was crafted and launched in the Winter of 2022. The employee survey was essential to the Town as they seek to continually uphold the value of employees and operate with the acronym FRED—“Creating a culture of FAMILY where individuals feel RESPECTED and EMPOWERED by others and are DEDICATED to our Town.” High participation in the survey provided valuable input that was synthesized with Frederick’s growth projections, existing conditions data, development opportunities at the town-owned parcels, phasing options, and cost efficiency as well as town, departmental, and employee visions and needs.

The synthesis of this data, in addition to building upon current facility development successes, informed the Recommendations chapter. The value- and data-driven recommendations are accompanied by conceptual plans for the Town’s guidance, decision making, and planning use. The Recommendations for facilities are in line with the goals of this project as well as the mission and values of the town. A goal of this project includes meeting the current and future department and employee needs while creating facilities that better serve the community and are an improved reflection of the cohesion and identity of the Town of Frederick.

The report is intended to strengthen the potential for continued growth and community resilience along the Front Range and is shared in good faith with the Town of Frederick to inform its strategies towards higher standards for service, facilities, and community quality of life. This information is provided for the Town’s use in attracting potential funding and support from the Colorado Department of Local Affairs, and/or additional partnerships and agencies. In no way does the information shared herein guarantee funds or establish a promise of funding. All graphics and proposed improvements presented are for schematic purposes only.

Chapter 1: Introduction

- Context
- Demographics / Population
- Frederick Analysis
- Land Use
- Goals

Chapter 2: Existing Conditions

Introduction & Profile Guide

- Downtown Facilities Profiles
- Public Works Profile
- Bella Rosa Golf Course Profile

Chapter 3: Recommendations

- Survey Results Overview
- Overall Phasing
- Downtown with Sub-Area - Plans & Phasing
- Public Works - Plans & Phasing
- Bella Rosa - Think Tank Studio Plan
- Parks - Plans & Phasing
- Preferred Design for Downtown
- Preferred Design for Public Works
- Parks Recommendations

Chapter 4: Appendix

- Case Studies
- Full Survey Results (overall)

Section 5: Acknowledgments

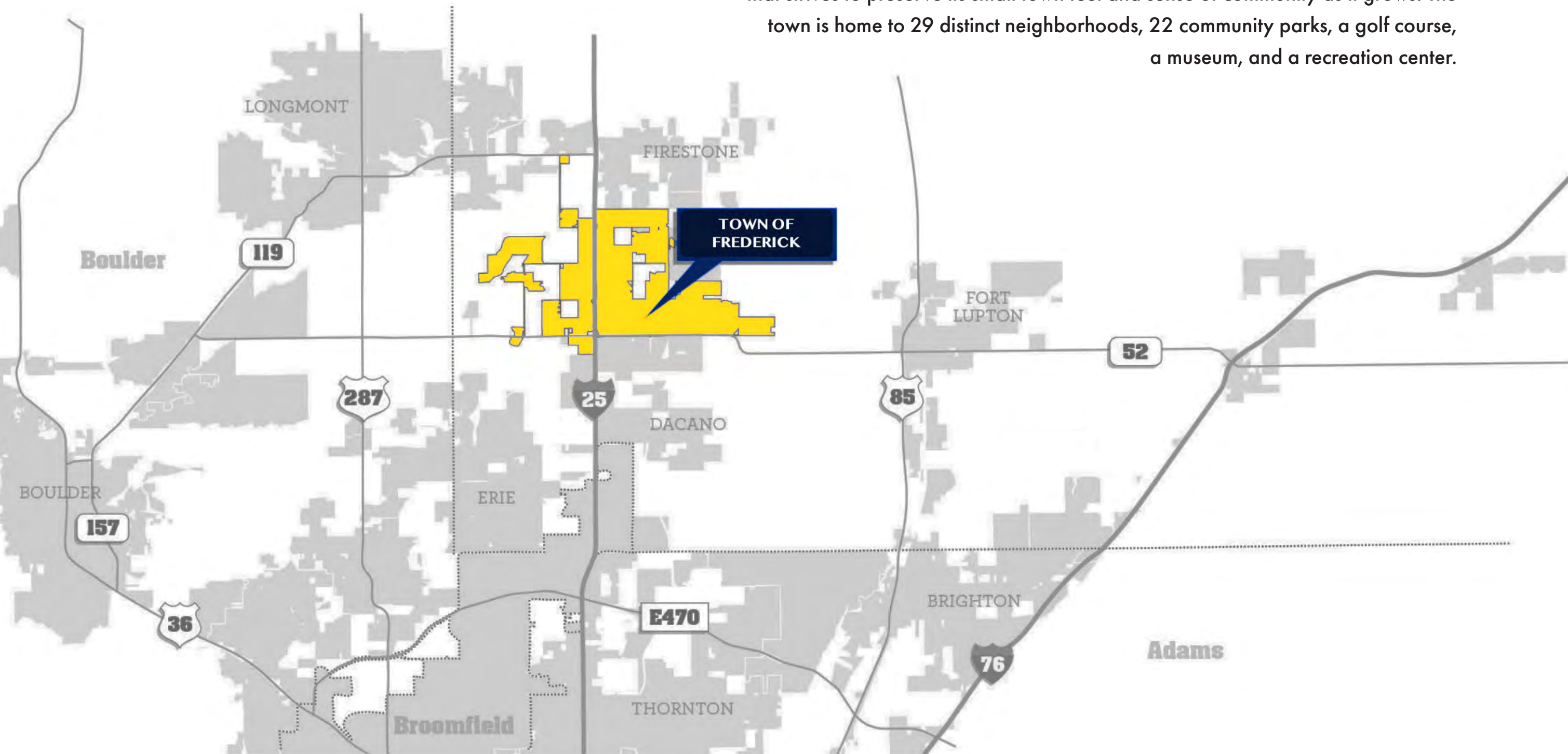
- About CCCD/UTA
- About the Staff

CHAPTER 1

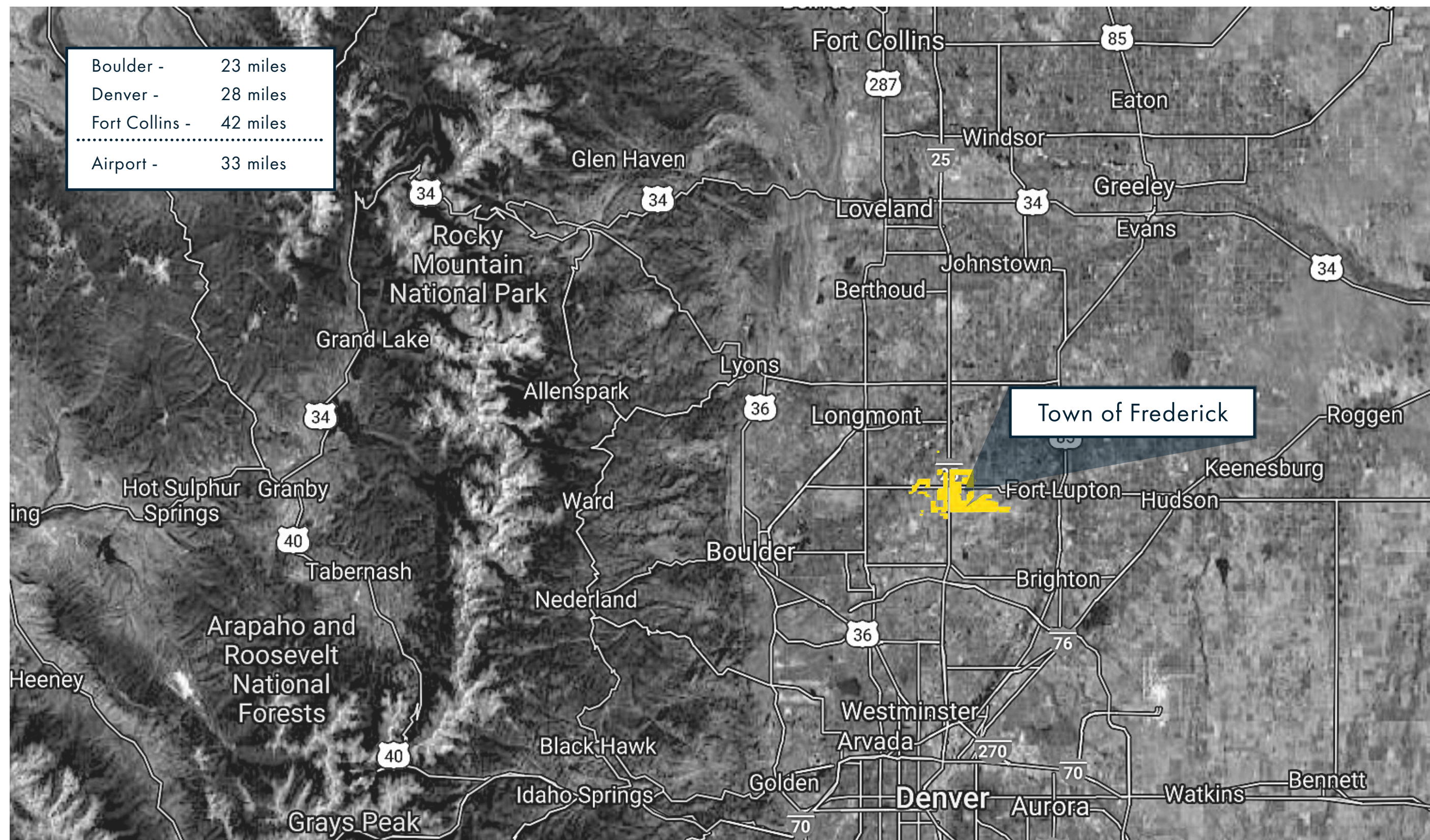
INTRODUCTION

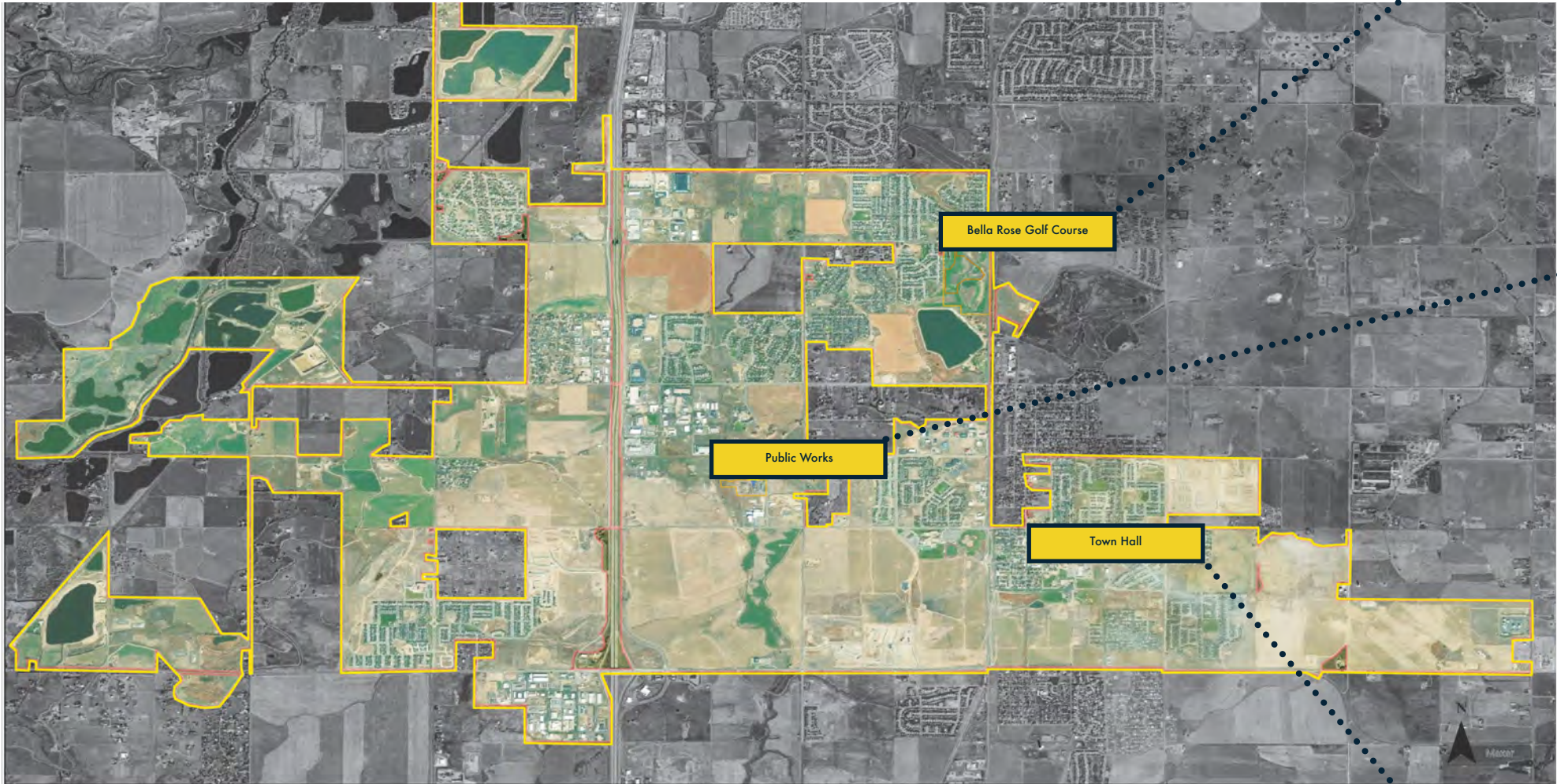
- History of Frederick
- Location of Frederick (context, town limits, and sites)
- Demographics / Population
- Land Use (overall opportunities and downtown uses)
- Goals

Frederick, Colorado is a Statutory Town in Weld County with a population of 12,154 people. It was incorporated in 1907 and began as a mining town that was home to mostly Italian immigrants who came to make their living in the coal mines. The Frederick Coal Mine closed in 1928. Today, Frederick is a vibrant and growing society that strives to preserve its small town feel and sense of community as it grows. The town is home to 29 distinct neighborhoods, 22 community parks, a golf course, a museum, and a recreation center.

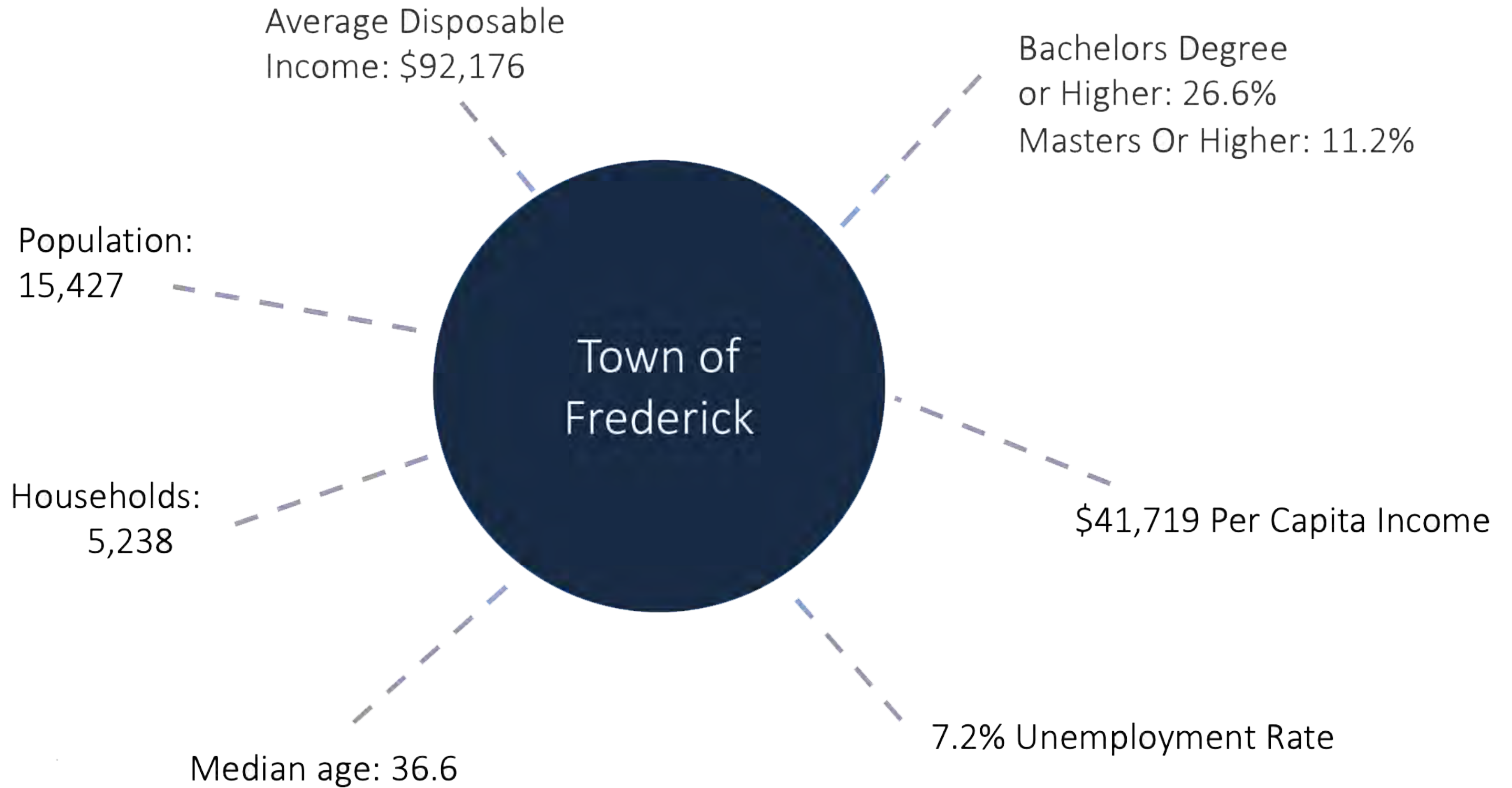


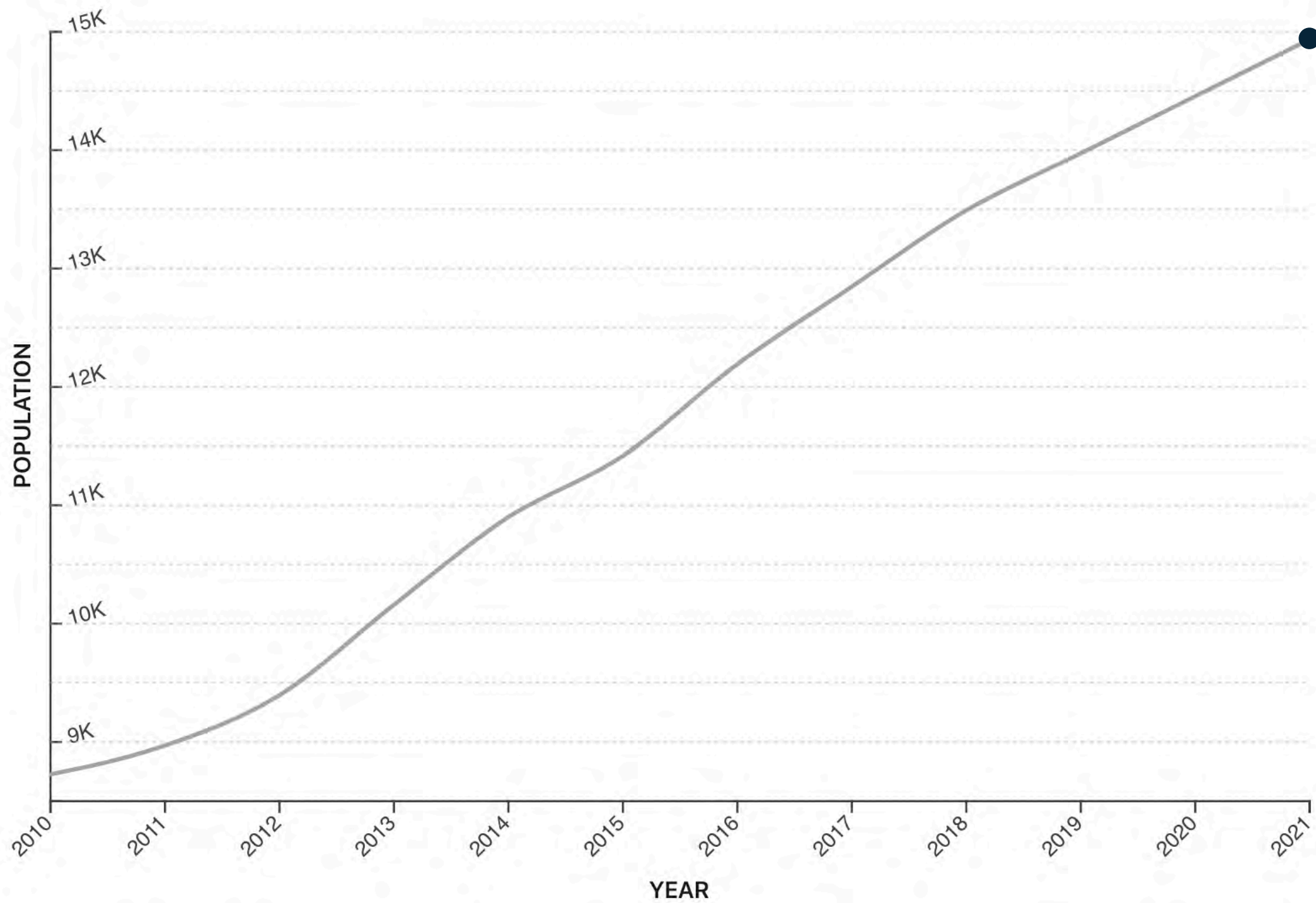
Location / Context





Demographics

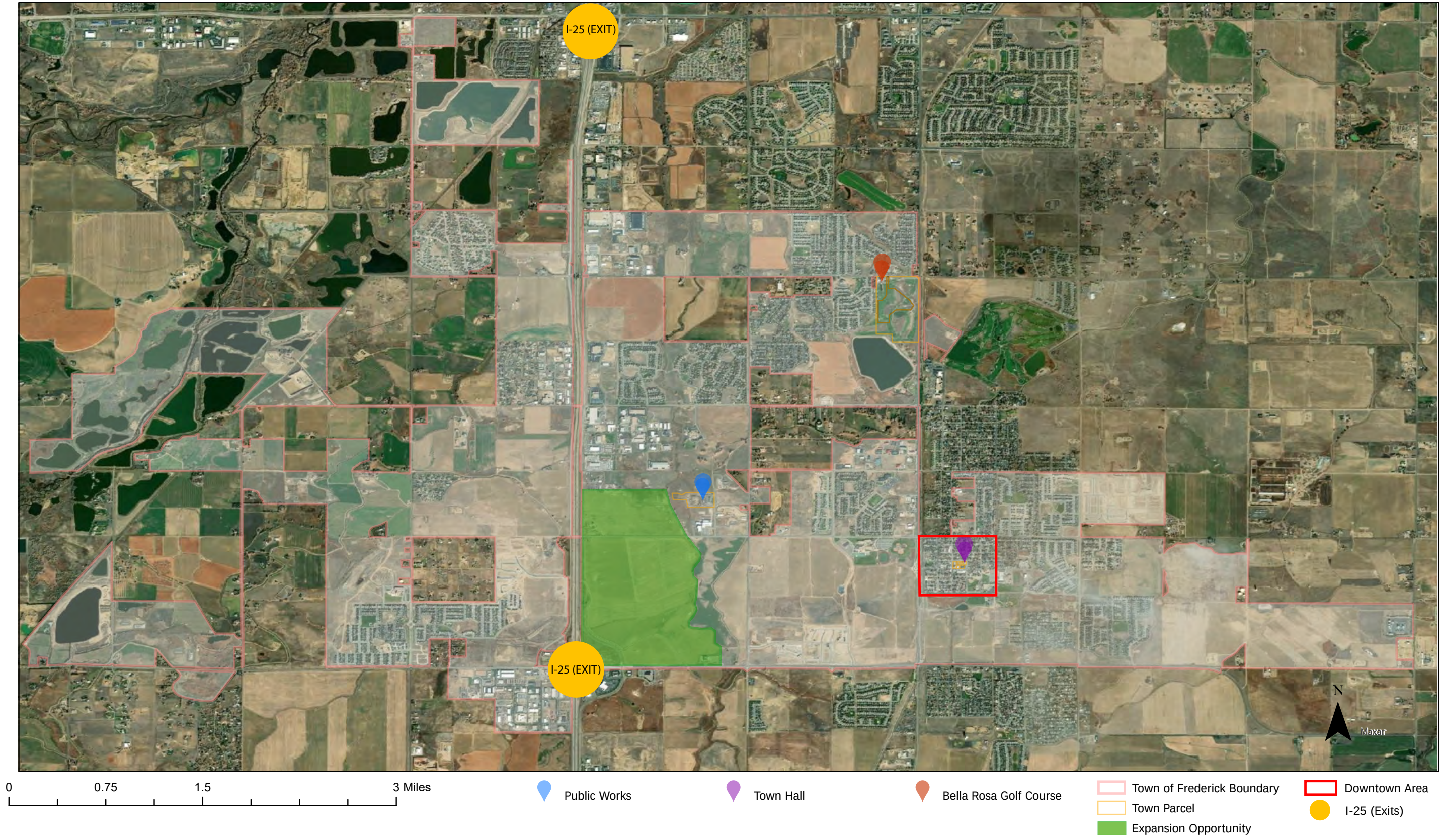




- Frederick is currently growing at a rate of 3.34% annually
- Increased population from 8,679, in 2010, to the current 14,924, in 2021, equaling a 71.96% growth over the 10 years

- Future Projections:
The 10 year average growth rate is 6.15% which gets us to a population estimate in 2030 of 27,818. To be most conservative however, we would recommend we estimate a 2.5% growth rate. With that, the December 31, 2030 population would be estimated at 19,605.

Land Use Opportunities



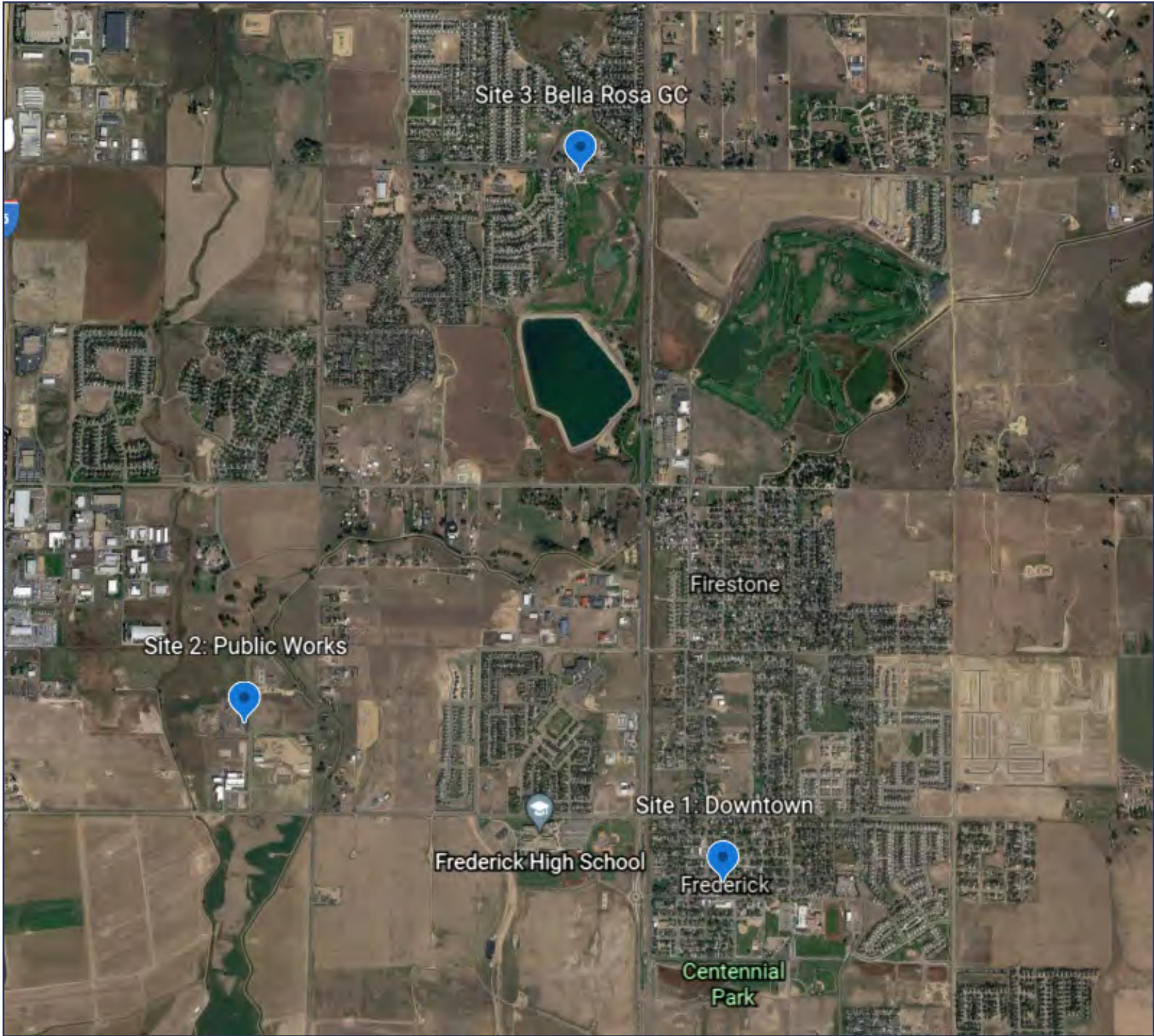


- Identify & evaluate existing facilities.
- Survey users to understand the needs of current & future employees.
- Build upon current successes of departments and facilities.
- Explore opportunities for efficient, innovative, and collaborative workspaces across all departments.
- Improve accessibility of town facilities by enhancing centralized services.
- Consolidate resources through the creation of Municipal campus(es) through strategic planning.
- Enhance Frederick's heart and Identity through consistent character & branding with thoughtful renovations and sustainable development.
- Develop phased design & planning guidelines to help prioritize investments for current & future needs.

CHAPTER 2

EXISTING CONDITIONS

- Introduction & Profile Guide
- Downtown Facilities Profiles
- Public Works Profile
- Bella Rosa Golf Course Profile



Site 1: Downtown	Town Hall (1-A), Police Department (1-B), Engineering Services (1-C), EMT Building (1-D), Wellness House (1-E), Administrative Building (1-F)
Site 2: Public Works	Public Works facility
Site 3: Bella Rosa Golf Course	Bella Rosa Golf Club

Assessment Profiles

This chapter contains profiles of the three main facilities’ sites, their respective buildings and existing conditions.

Each **site profile** provides the following information:

- Site Program
- Site Accessibility
- Site Circulation
- Adjacent Parking
- Existing Vegetation
- Outdoor Gathering Spaces
- Red Flags

Each **building profile** provides the following information:

- Building location and size
- Current functions
- Current and future employee numbers
- Building timeline (showing construction date, major renovations/repair, major events that may have an impact on the building, and future events)
- Existing floor plan and floor plan diagrams
- Red & Green Flags Assessments
- Facility Assessment Score

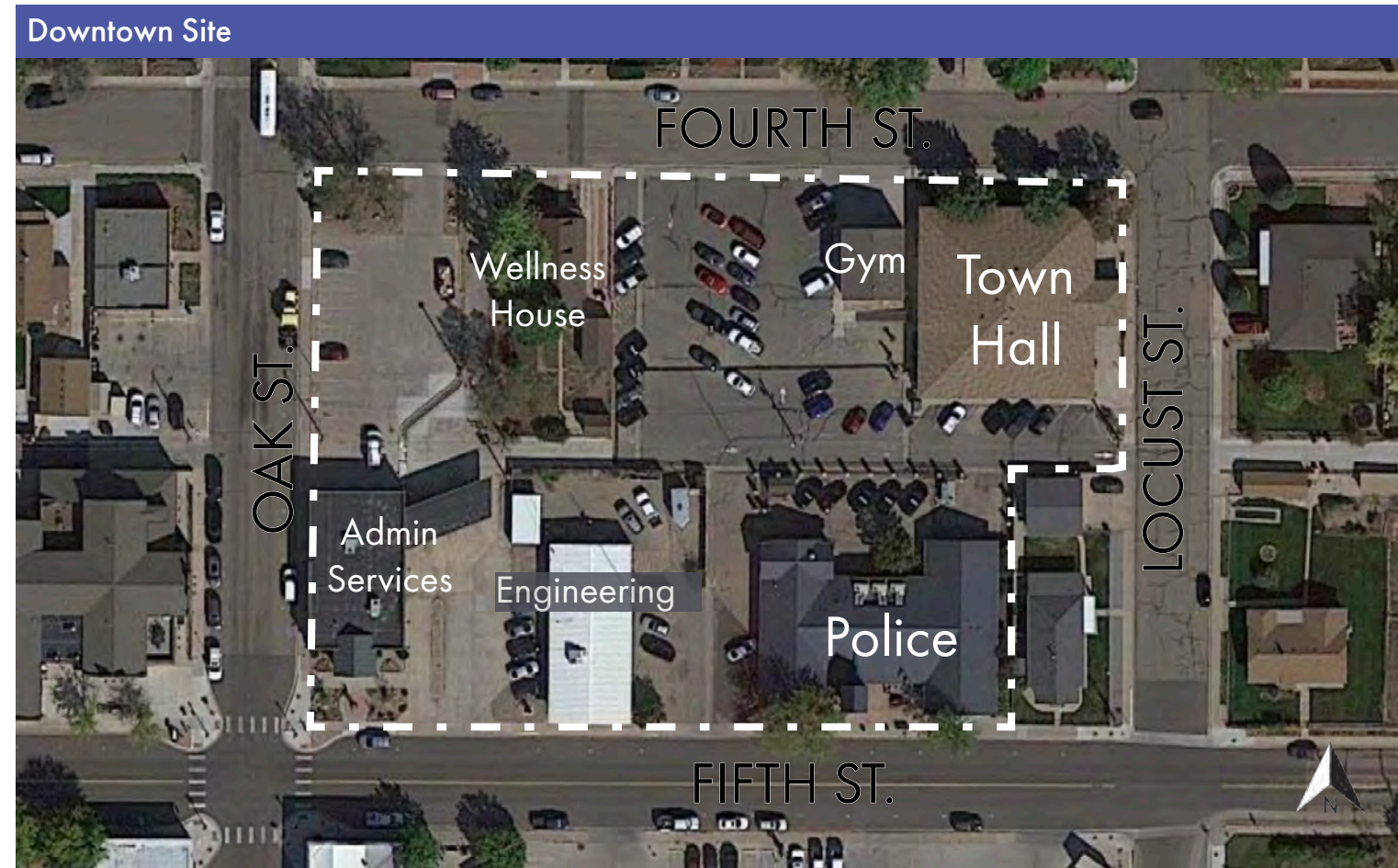
Facility Assessment Score

Key facility buildings are graded based on two scoring systems, **Conditions Score** and **Needs Score**.

Condition Score Value	Condition
1	Good/ very good. The building is in good condition.
2	Adequate. The building is in relatively good condition; needs minor improvement work
3	Inadequate. The building is not in good condition, needs moderate improvement work.

Needs Score Value	Condition
A	The facility meets the current needs of the department and can accomodate growth/ improvement work.
B	The facility does not meet the needs of the department, but can accommodate growth/ improvement work.
C	The facility meets the current needs of the department, but cannot accommodate growth/ improvement work.

Downtown Site Profile

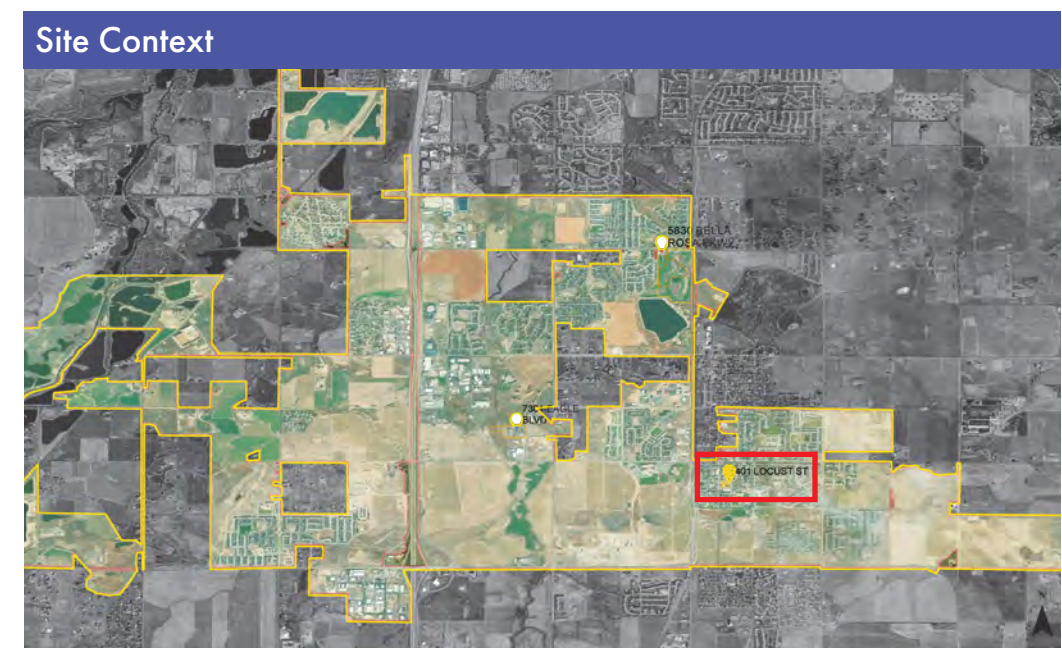


Site Overview: Situated in downtown Frederick, on Fifth Street, the Town’s central municipal block houses four Town services buildings including the Town Hall, Police Department, Engineering Services, and Administrative Services. The downtown location, serves as the face of the town for residents, and is within walking distance of many of Frederick’s long-established neighborhoods. Encompassing nearly an entire block, growth over recent years to now, approximating 63 town employees, has led to purchasing and renovating nearly all buildings on the site to accommodate town staff. In keeping with the high value placed on Town employees, there are not only office spaces, but also collaborative areas, employee health lounges, and spaces for outdoor gatherings. As Frederick continues to grow in size, the need for additional space for new employees is also necessary. While the Town has been able to adapt and innovate with the spaces they currently have, several buildings and parking lots on the site are already beyond capacity. Due to the staggered progression of building acquisition, architectural and landscape styles vary and there is no central anchor to the downtown block.

Number of Buildings: 8 (4 office/department buildings, 2 health & wellness buildings, 2 storage outbuildings)

Overall Number of Parking Spaces: 99 including on-street parking and public parking

Functions: Town Administrative Operations, Town Meetings, Police/Justice Operations, Municipal Meetings, Employee Services, On-Site Parking, Planning Services, Payment Receiving/Processing, Storage



Downtown Site Profile

Main Entrance of Town Hall on Locust Street



Public Artwork at Main Entrance of Police Department



Red & Green Flags Summary:

Below is an overall summary of **red & green flags** for the **Downtown Parcel**.

Each profiles **red & green flags** can be reviewed in more depth on pages 20, 21, 25, 29, 33, 37, 41, & 45

Red Flags Summarized

- Architectural styles are inconsistent and do not lend to a common identity.
- Parking access is unclear and insufficient while ADA parking is also sparse and not conveniently located. Police department parking is insufficient and unsecured.
- Overall site circulation is poor- with safety concerns regularly cited. Wayfinding is lacking which lends to confusion of visitors.
- Buildings are at or nearing capacity for office, storage, employee breakrooms, and personal storage space.
- Accessibility measures in numerous spaces are insufficient.
- Security concerns are abundant as overcrowded spaces lack public and private discinctions and do not offer privacy for confidential and/or employee wellness matters.
- An overall need for more distinct walkways, lighting, and secured access areas is prevalent.

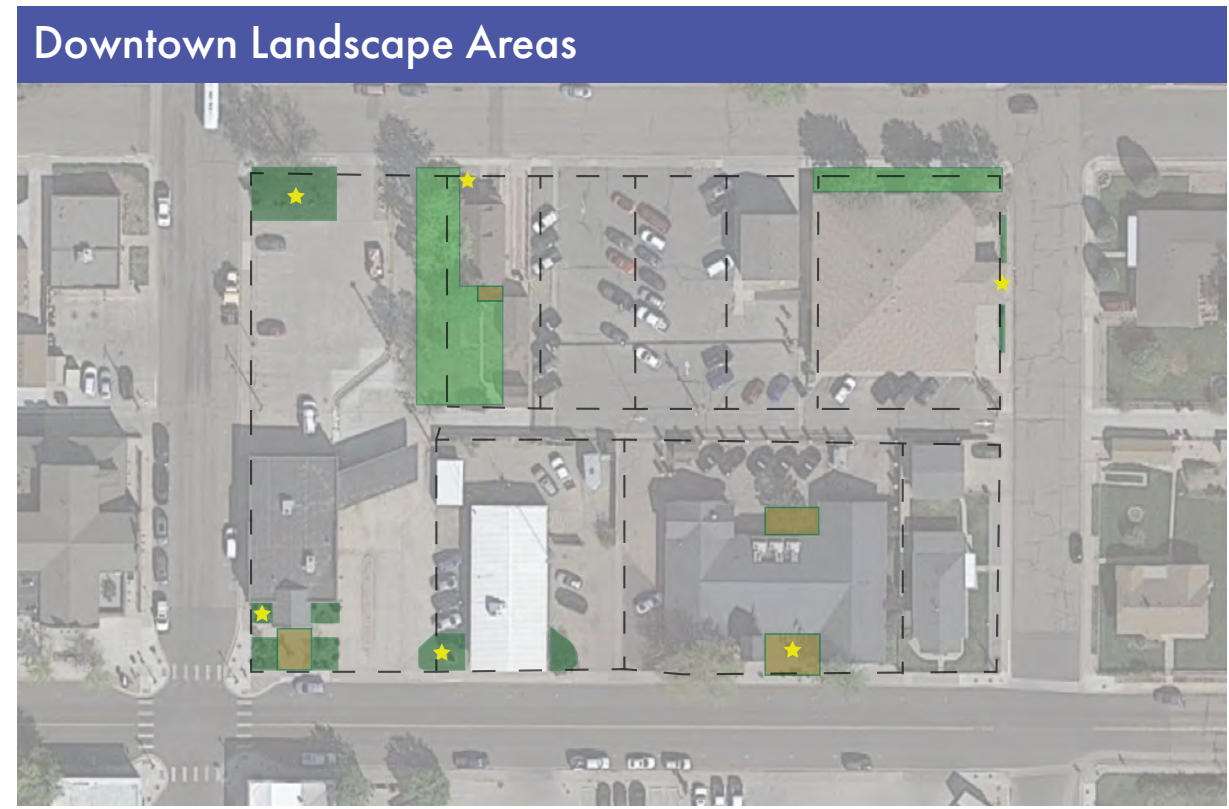
Green Flags Summarized

- The current location of Town of Frederick departments in the downtown area is central to several other amenities and allows for easy access from residents in the surrounding neighborhoods.
- Placemaking elements throughout the downtown block create a strong brand that can be caarried on with any new facilities projects.

Downtown Site Existing Conditions

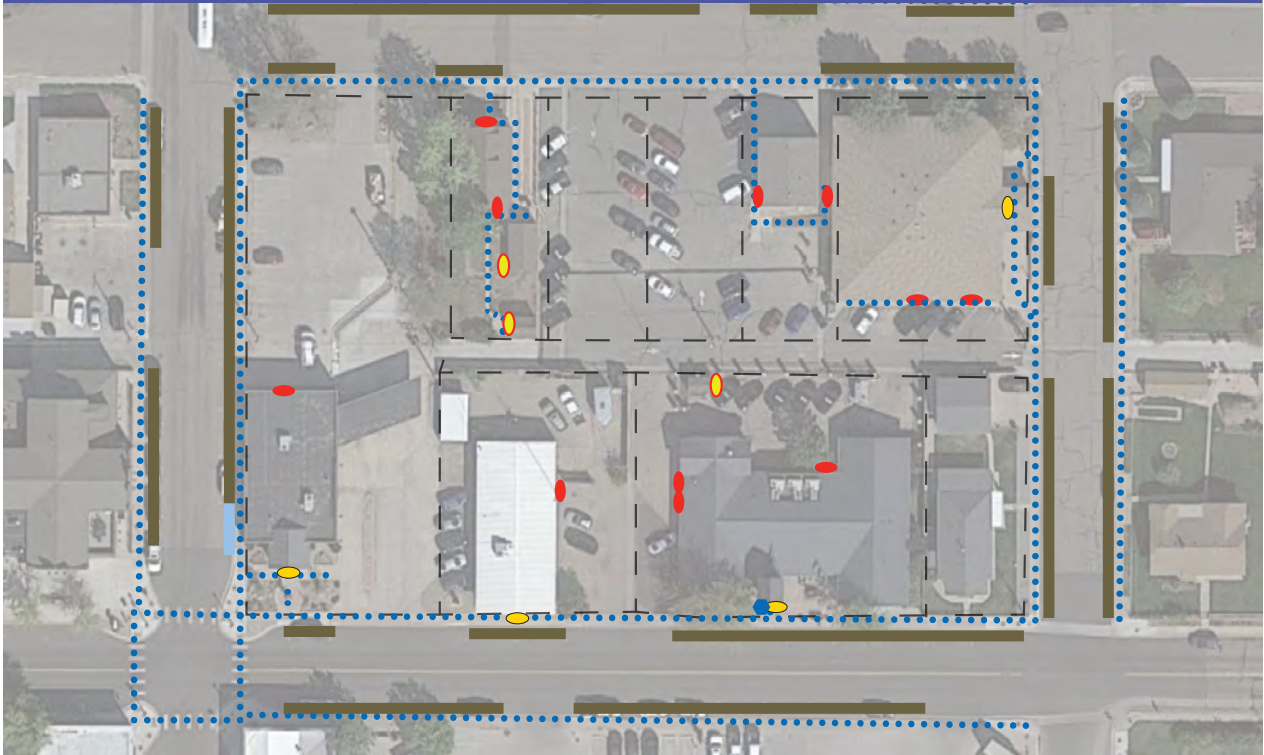


- Legend
- Parking Areas
 - Fences
 - Accessible Parking Spaces



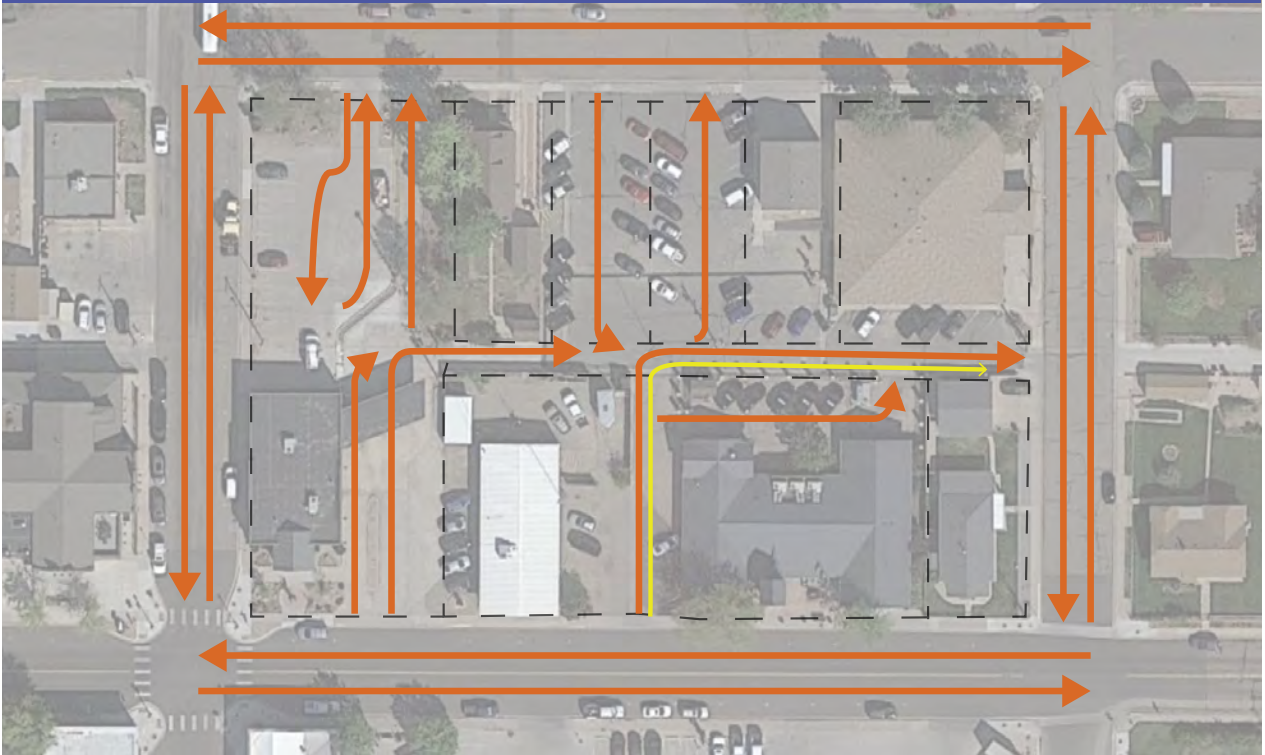
- Legend
- Planting Areas
 - Lawn Areas
 - Plaza/Patio
 - ★ Public Art Installations

Downtown Site Public/Pedestrian Access



- Legend
- Public Entrance
 - Employee/Secured Entrance
 - Handicap Accessible Motorized Door
 - Restricted Access/Evidence Storage
 - On-Street Handicap Accessible Parking

Downtown Site Vehicle Circulation



- Legend
- Vehicular Circulation
 - Utilities/Services Circulation
 - Parcel Boundaries

Downtown Site Existing Conditions

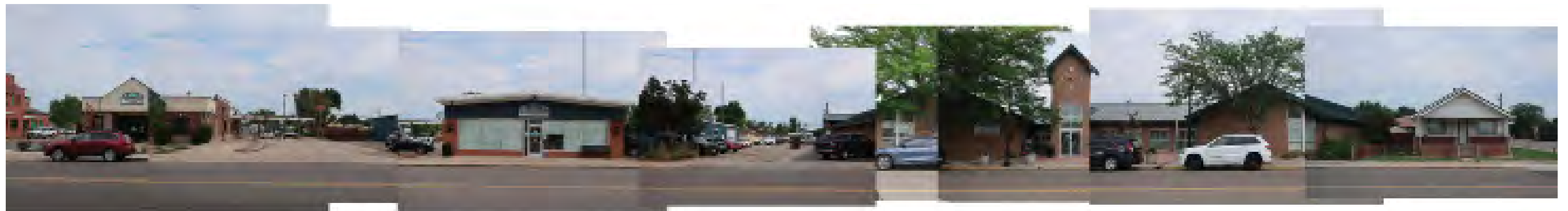
Downtown North Street Profile



EMT BUILDING

WELLNESS HOUSE

Downtown South Street Profile



ADMIN. BUILDING

ENGINEERING

POLICE STATION

PRIVATE RESIDENCE
(not town owned)

Downtown East Street Profile



PRIVATE RESIDENCE (Not Owned By Town)

TOWN HALL (Main Entry)

Downtown West Street Profile



PARKING

ADMIN. BUILDING

Downtown Site Areas of Notice

Red Flags

Overall Site

- Building facades and architectural style(s) are not consistent with Town identity.
- Gaps among the facilities make parking access confusing with locations behind and to the sides of main entries.
- The one-way alley contributes to unclear vehicular circulation
- Signage can be improved for better access to municipal facilities
- Unsecured locations to park town vehicles, lack of shade/protection for the fleet

Town Hall

- The main entry is difficult to find, parking on the street seems most logical but there is a designated lot behind the building
- Barking dogs across Locust Street create an uninviting arrival experience
- Alley circulation is unclear
- Accessible parking is confusing along the alley and is too steep at the porte-cochère
- The accessible ramp goes to a non-public door

Police Department

- Not enough parking for Police Department vehicles
- Egress off-site is not simple in emergencies as you have to look for pedestrians and vehicles in the downtown parcel and downtown street.
- Personal vehicles do not have a designated parking location
- Lack of covered parking and secured spaces for Police Department vehicles
- Evidence storage off-site (not near/in the building)

Admin Building

- Remnant elements of the bank exist that feel commercial and not municipal (signage in back of the building, extra carports from drive-through)
- Generator causes odd turnaround
- Parking lacks clear direction for use by employees or public

Wellness House

- Lack of privacy and shade in the backyard
- Limited accessibility around building
- Lack of outdoor individual private outdoor spaces to take calls or disconnect

Gym (Old Emergency Services Garage)

- Lack of privacy off the main parking lot if you want the door open while working out or to use the outside as workout space
- Odd space behind the building, underutilized and not private

Engineering

- Parking on the west side is unclear and discouraged for an unknown reason



Deficit of Parking for Police and Other Employees



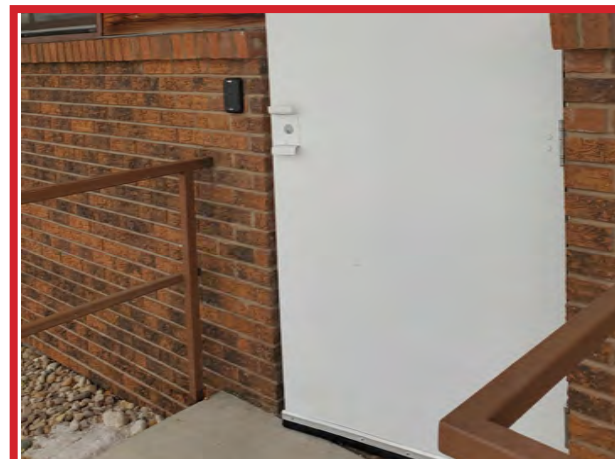
No Wayfinding for Buildings and Parking



Lack of Accessible Parking Spaces Around Site



Underutilized Outdoor Space



Accessible Ramp at Town Hall Leads to Secured Door



Hard to Find Town Hall Entrance with Unmarked Parking

Green Flags

- Overall Site
- Great location in the center of downtown, off of Fifth Street
 - Frederick character and placemaking elements are in place (Art is integrated)
 - Services are consolidated on one block
- Town Hall
- Great location in the center of downtown
 - Art and signage reflect the town
- Police
- Facade and entry along the main street are visible, easy to access, nice street presence
 - Secured lot behind building
 - Outdoor area for employees
 - Sally Port access works with unsecured and secured entry
- Admin Building
- Drive through payment is easy
 - Signage on building reflects town
- Wellness House
- Central location easy to access for all on lot
 - Single-family house environment allows for disconnection
- Gym (Old Emergency Services Garage)
- Central location on town lot for a diversity of employees
- Engineering
- Back entry is ideal for equipment, supplies and site visits



Secured Areas for Police Department



Convenience of Drive-Through Payments



Consistent Signage, Artwork, and Branding Around Site



Welcoming Public Entrance at Police Department



Outdoor Spaces for Employees to Relax and Connect



Central Location for Increased Accessibility

Building 1-A: Town Hall, Profile

Location: 401 Locust Street, Frederick, CO 80530

Building Size: 8640 SF

Current Functions:

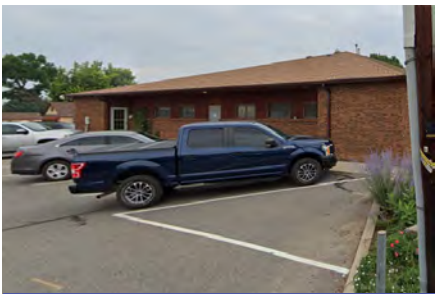
The Town Hall building currently contains office spaces for several of the town’s departments, namely the Town Staff, Economic Development, the Planning Department and the the Town Attorney. The building also contains one conference room and a town board room.

The building has undergone a series of largely cosmetic and interior improvements over the years, including updates to its restrooms, the town staff wing and the vacated former engineering wing.

Departments	Future Employee No. [5 years]	Future Employee No. [20 years]
Human Resources	3	8
Communications	5	8
Town Clerk	4	7
Planning & Economic Developmt.	7	9
Town Attorney	4	7
Total	23	39



Front (East) Elevation



Left Elevation

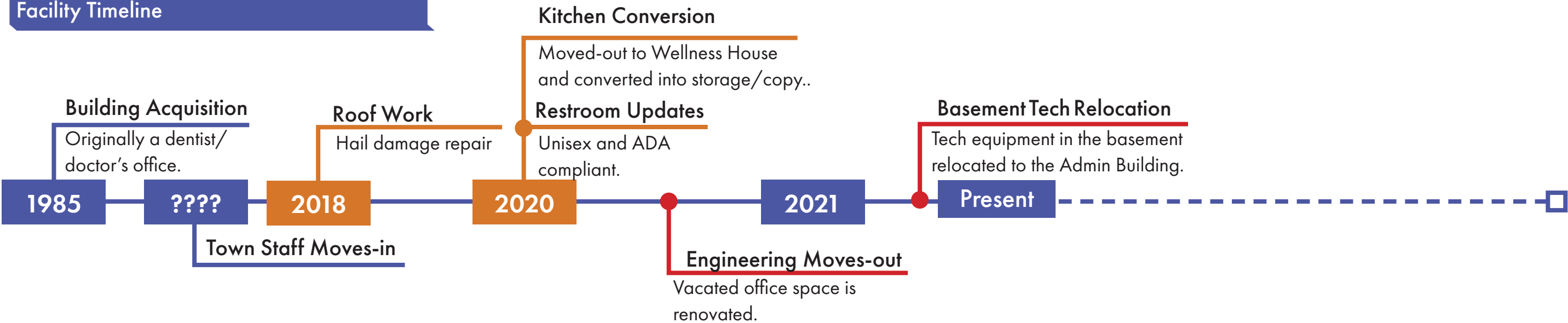


Back (West) Elevation

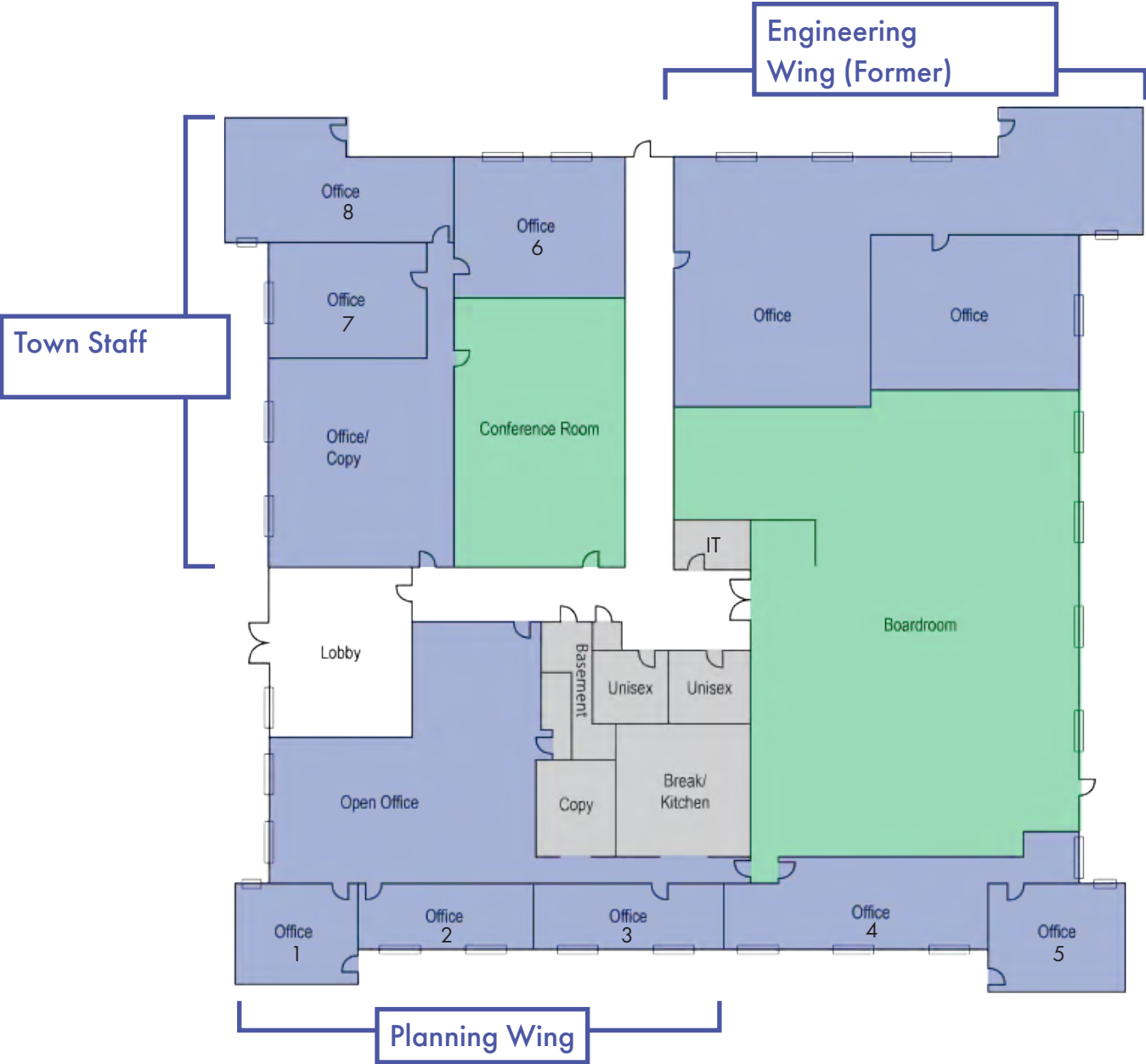


Right Elevation

Facility Timeline



Building 1-A: Existing Conditions



LEGEND

Administrative

Flex Space

Utility

Building Program	Occ.	Building Program	Occ.
Conference Room	-	Former Engineering Wing*	-
Board Room	-	Basement	-
Open Office (Planning)	-	Unisex Restroom	-
Office 1	-	Unisex Restroom	-
Office 2	-	IT Closet	-
Office 3	-	Break Room	-
Office 4 (Attorney)	-	Copy Room (Planning)	-
Office 5 (Attorney)	-	Lobby	-
Office/Copy (Town Staff)	-		
Office 6 (Town Staff)	-		
Office 7 (Town Staff)	-		
Office 8 (Town Staff)	-		

*Not listed as two office spaces (as shown in floor plan) as the wing is still under renovation at the time of making this report. To be updated accordingly.



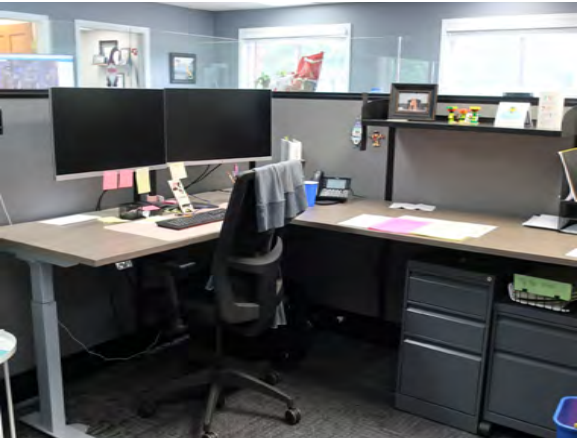
Lobby



Board Room

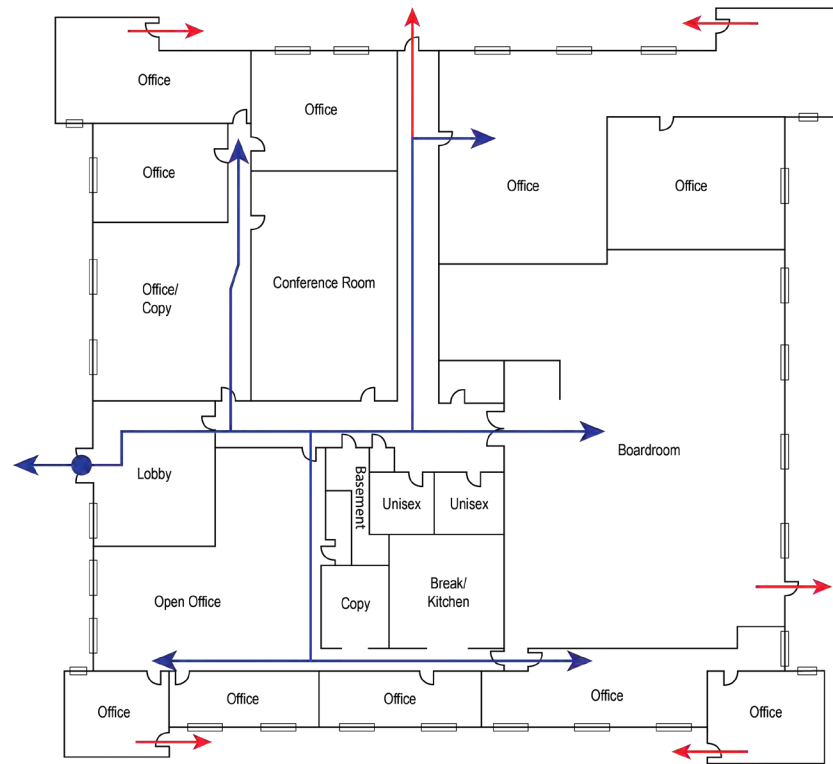


Conference Room



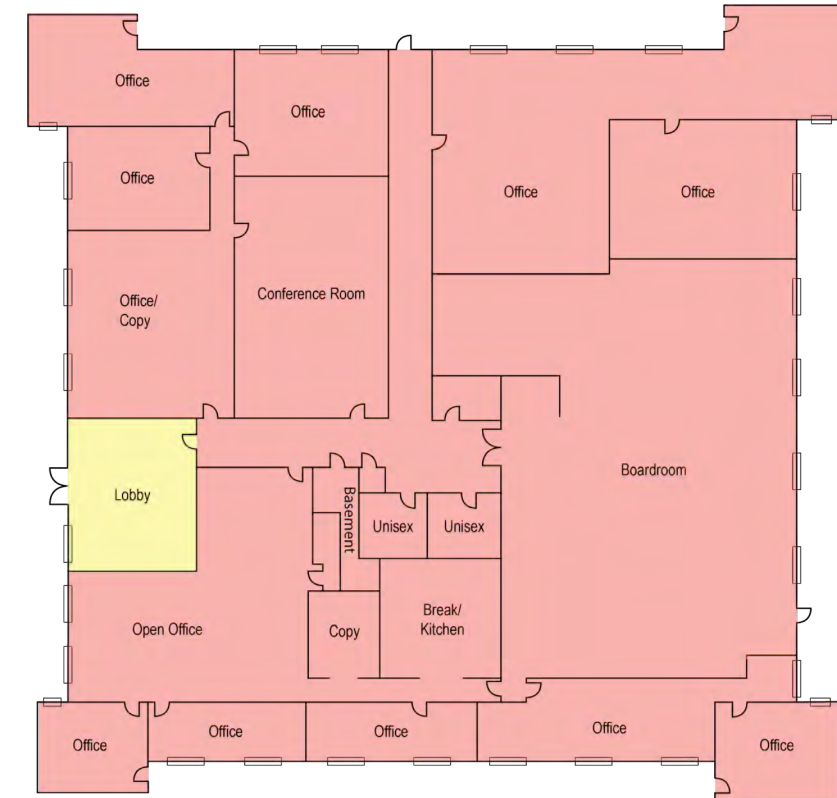
Cubicle (Open Office)

Building 1-A: Diagrams



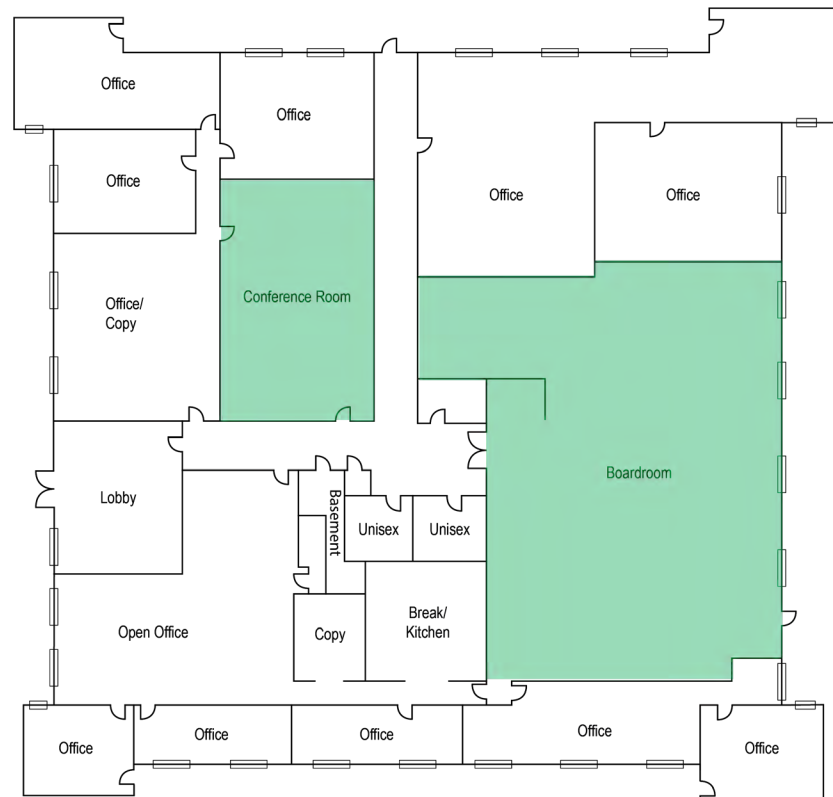
Access+Interior Circulation

- Main Entry
- Interior Circulation
- Egress



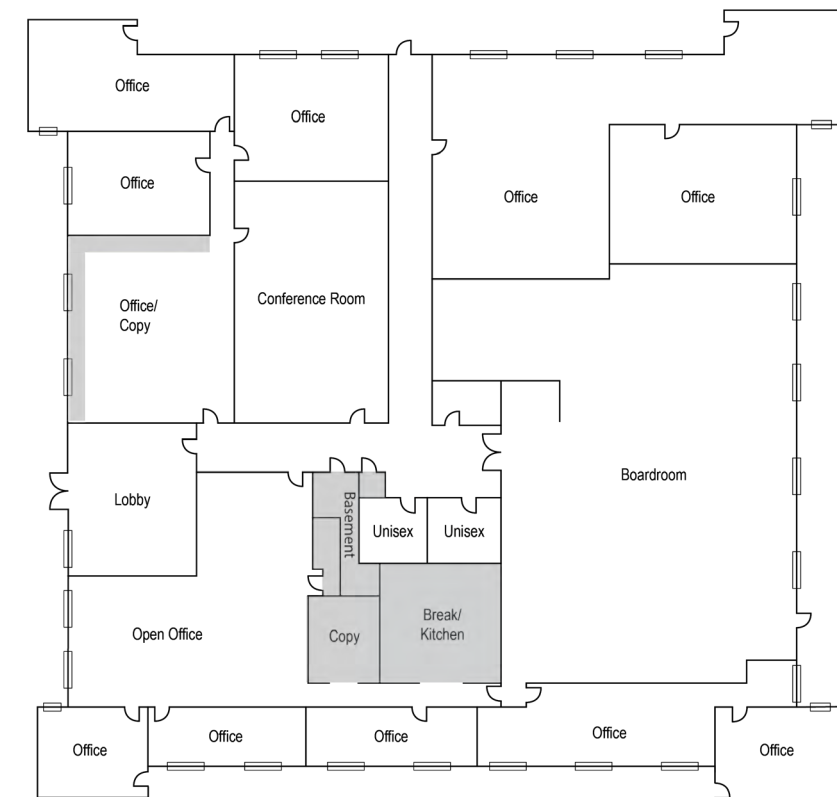
Private vs Public

- Private
- Public



Flex Space

There maybe additional opportunities for flexible spaces in the renovated wing.



Storage

Red Flags

- Security and accessibility are two issues that need to be addressed at the current Town Hall facility. There are many different points of entry into the building, with some located in areas with low visual security. Entry into the admin area from the lobby is a potential security concern.
- Planning area is clearly at full capacity and so there are future space concerns to be addressed in the area in terms of office space and storage space.
- The building’s interior looks to be in good condition, however there are questions regarding its HVAC system due to its age, and whether or not to replace it.
- A substantial amount of records and equipment are currently stored in the basement, which is a risky environment (particularly for the equipment).

Green Flags

- Strong branding and identity markers in the admin spaces should be carried forward to the lobby area as well.
- Renovation of the former Engineering Wing and the open space in the Town Staff wing will provide the building with some space solutions and opportunities for growth.
- IT equipment in the basement will be moved out to the Admin Building, which is a less risky storage environment.



Facility Assessment Score		
Condition Score	2	Adequate. The building is in relatively good condition; needs minor improvement work
Needs Score	A	The facility meets the current needs of the department and can accomodate growth/ improvement work.

Score Analysis

The Town Hall facility was given a Condition Score of 2 in consideration of questions regarding the building’s HVAC system. However, it is worth noting that the rest of the interior looks to be in good condition as a result recent interior works. The facility was given a Needs Score of A in consideration of renovations and changes occuring in the Town Staff Wing and former Engineering Wing, which will open up some space opportunities for the building’s office capacity. This added space is finite, and will run out as the department grows.

Building 1-B: Police Department, Profile

Location: 333 Fifth Street, Frederick, CO 80530

Building Size: 6848 SF

Current Functions:

The Police Department Building currently accommodates chief, commander, sergeant, and officer workspaces, evidence storage and processing, holding cells, interview rooms, a training room, and the Municipal Court. The training room is also used as a meeting room, and the courtroom is often cleared out for trainings when not in use. Every possible space is utilized for evidence, equipment, or document storage. At present, the department also runs a 30 vehicle fleet on a take-home policy due to lack of parking space.

Departments	Current Employee No.	Future Employee No.
Police	31 Staff	102 (20 year projection)
Total	28	120



Front (South) Elevation



Back (North) Elevation



Rear Parking



Adjacent Parking

Facility Timeline

Building Construction

Construction of the Police Department facility was originally commissioned by the town of Frederick in 2000.

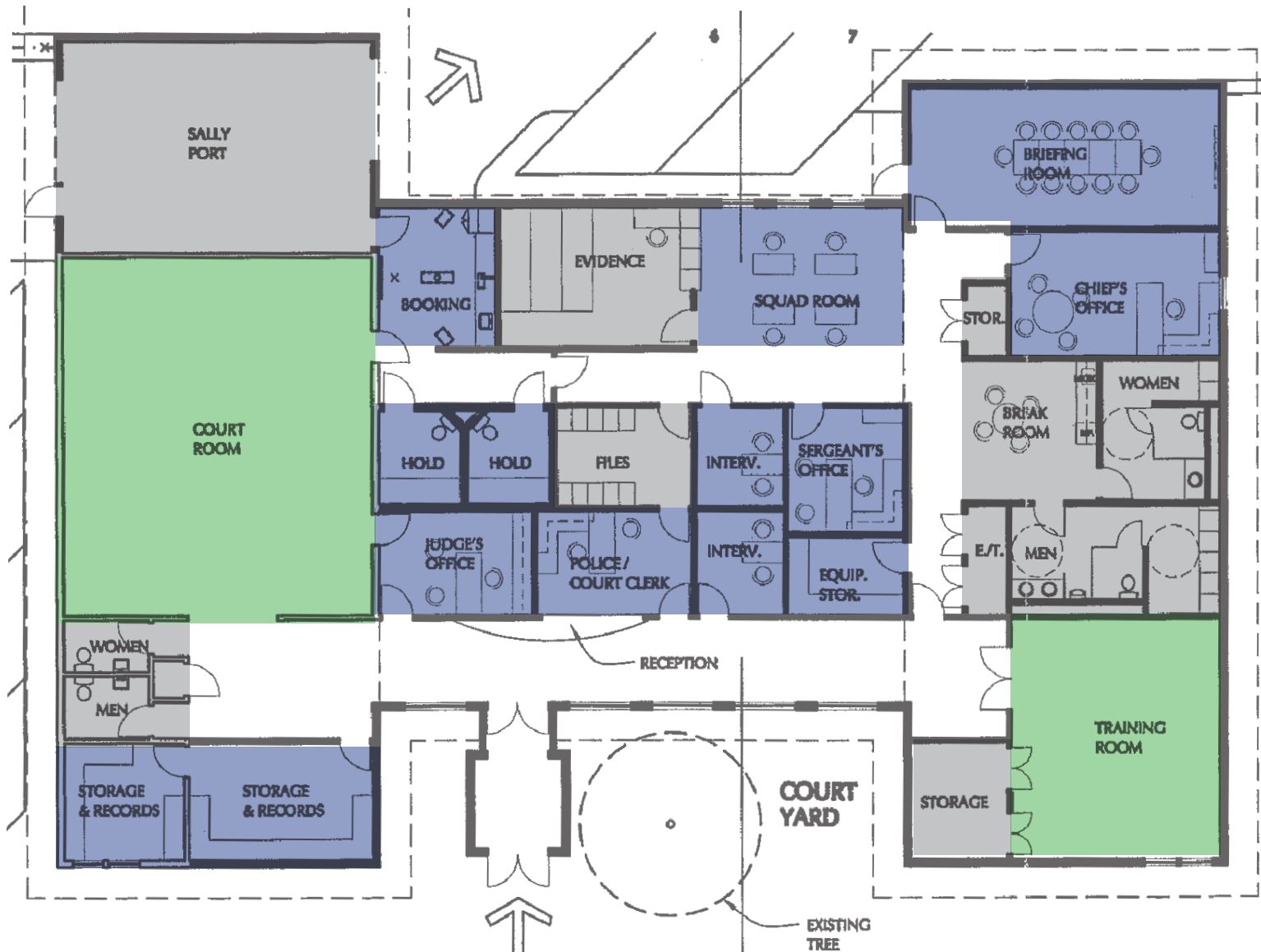
Gym Moves to EMT Building

In 2002, the Police Department outgrew it's designated gym space. The neighboring Emergency Services facility was converted into the current gym.

Roof Replacement



Building 1-B: Existing Conditions



LEGEND

Administrative

Flex Space

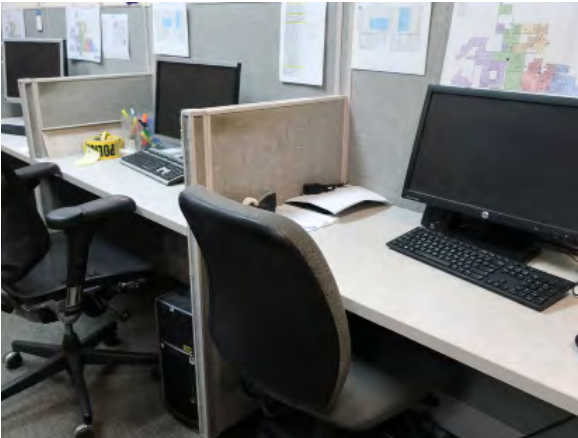
Utility



Building Program
Reception
Court Room
Sally Port
Booking & Holding Cells
Evidence Storage
Squad Room
Sergeant Office Space
Chief's Office
Interview Rooms
Training Room
Break Room
Storage
Women's Restroom + Locker Room
Men's Restroom + Locker Room
Women's Restroom (Public)
Men's Restroom (Public)



Training Space



Officer Workspace

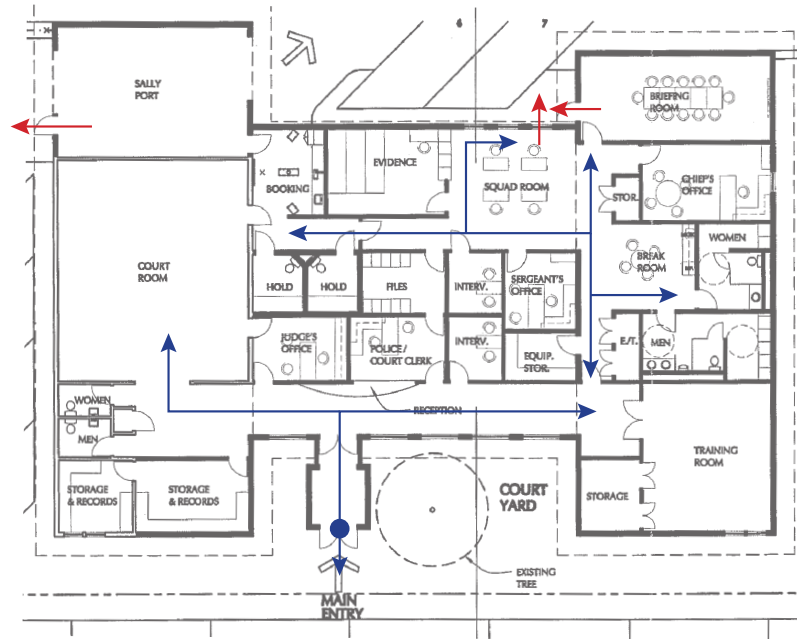


Municipal Court



Lobby/Front Desk

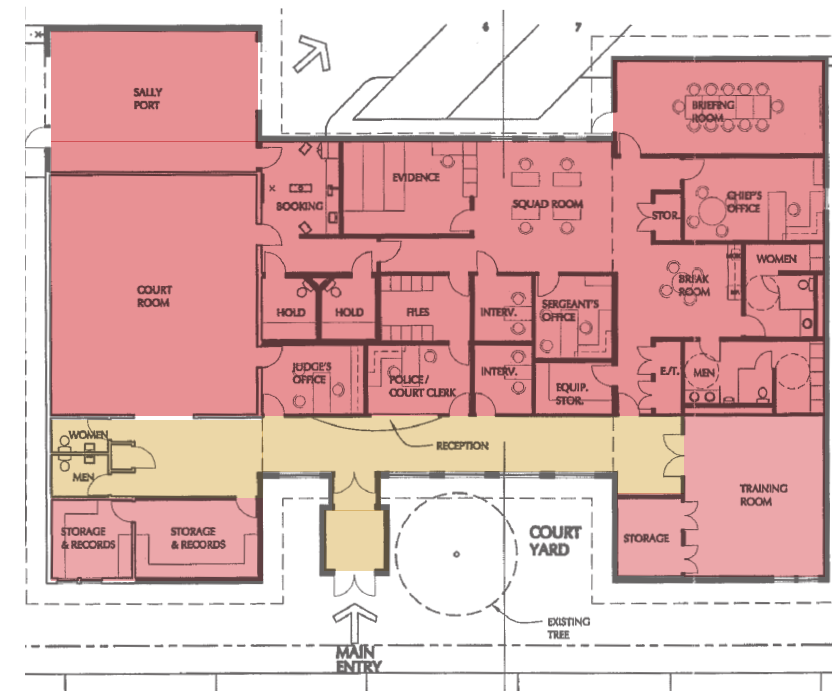
Building 1-B: Diagrams



Access

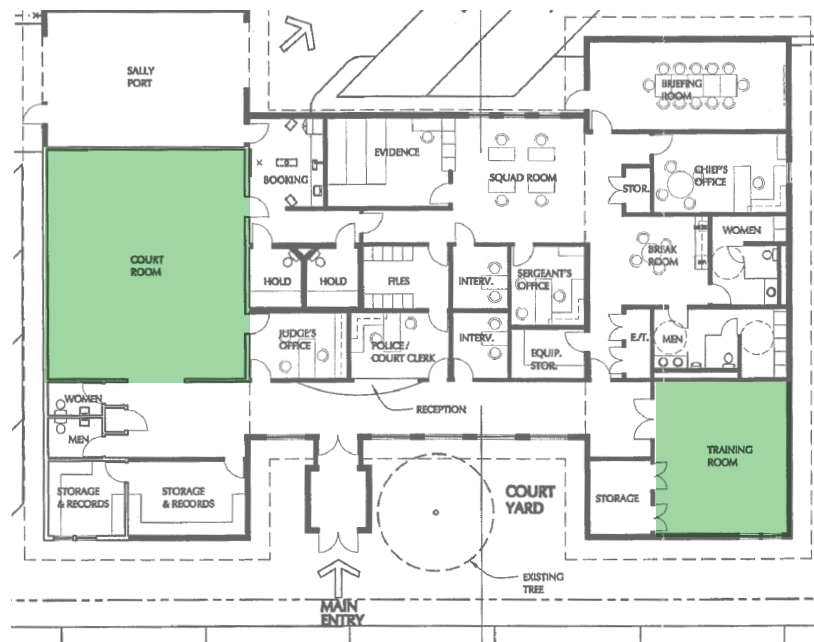
+Interior Circulation

- Main Entry
- Interior Circulation
- Egress

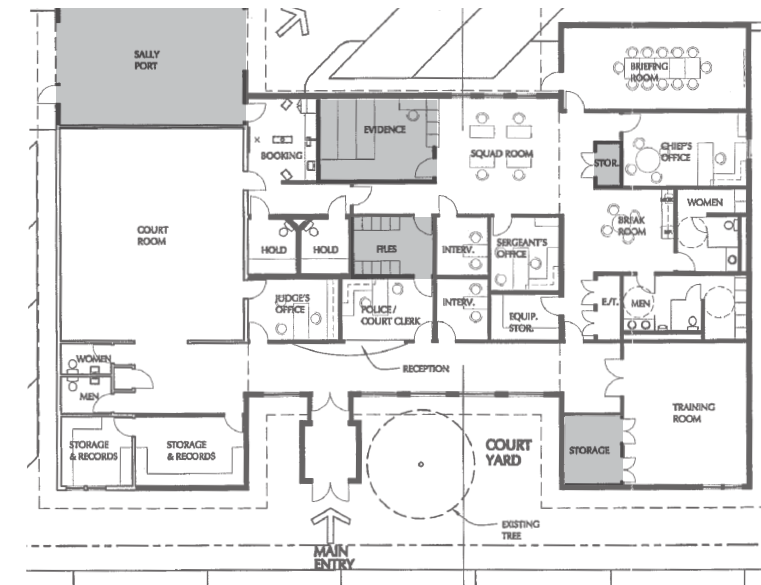


Private vs Public

- Private
- Public



Flex Space



Storage

Red Flags

- The police force has outgrown the facility, and expected staffing increase cannot be accommodated in the current space.
- There is a severe lack of storage space. Evidence storage has been outsourced to the Wellness House and EMT Building. The department has attempted to maximize storage capabilities where possible in existing spaces, which is not a sustainable solution.
- There is a lack of lockers and break room space for current (and future) officers.
- The designated training room has become too small to accommodate the police force at its current number. As a result, the department has been forced to adapt the courtroom to function as a training room when not in use.
- Booking and evidence processing functions currently occure in the same space, which is a major safety hazard for officers.
- As a result of trying to maximize existing space to accommodate the department’s growing numbers and needs, there are compromises to the security of the building.

Green Flags

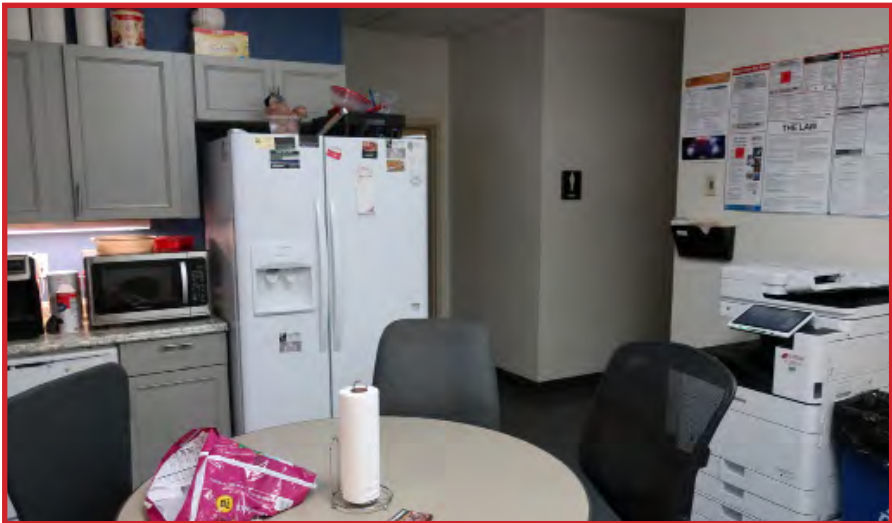
- The facility is in fair condition with minimal wear and tear for its age.
- Entry to the facility is secure.
- The Municipal Court is adequate in space and seating.



Intake/Evidence Processing



Evidence Storage



Break Room



Locker Room

Facility Assessment Score		
Condition Score	2	Adequate. The building is in relatively good condition; needs minor improvement work
Needs Score	D	The facility does not meet the needs of the department and lacks the capacity for growth/ improvement work.

Score Analysis

The Police Department received a Condition Score of 2 because this building is in relatively good condition, being approximately 20 years old. The facility received the lowest Needs Score of D because it is completely incapable of meeting the current needs of the Police Department. In addition to the most pressing safety concerns, it cannot accomodate growth, and storage space is severely over capacity.

Building 1-C: Engineering Services, Profile

Location: 323 Fifth Street, Frederick, CO 80530

Building Size: 3600 SF

Current Functions:

The Engineering Services building contains office spaces for the Building and Engineering department. The back of the building, which was formerly a car port, currently functions as a storage space and also contains some offices. Immediate to the building’s main entry are two meeting spaces. The garage/storage at the back of the building is a large component of the facility. This space currently functions as a storage/work area for employees. This space is also where the break area is located.

Departments	Current Employee No.	Future Employee No. [20 years]
Building	Chief Building Official (3)	6
Engineering	Civil Engineer (4), Engineering Dir. (1)	15
Total	8	21



Front (South) Elevation



Left Elevation



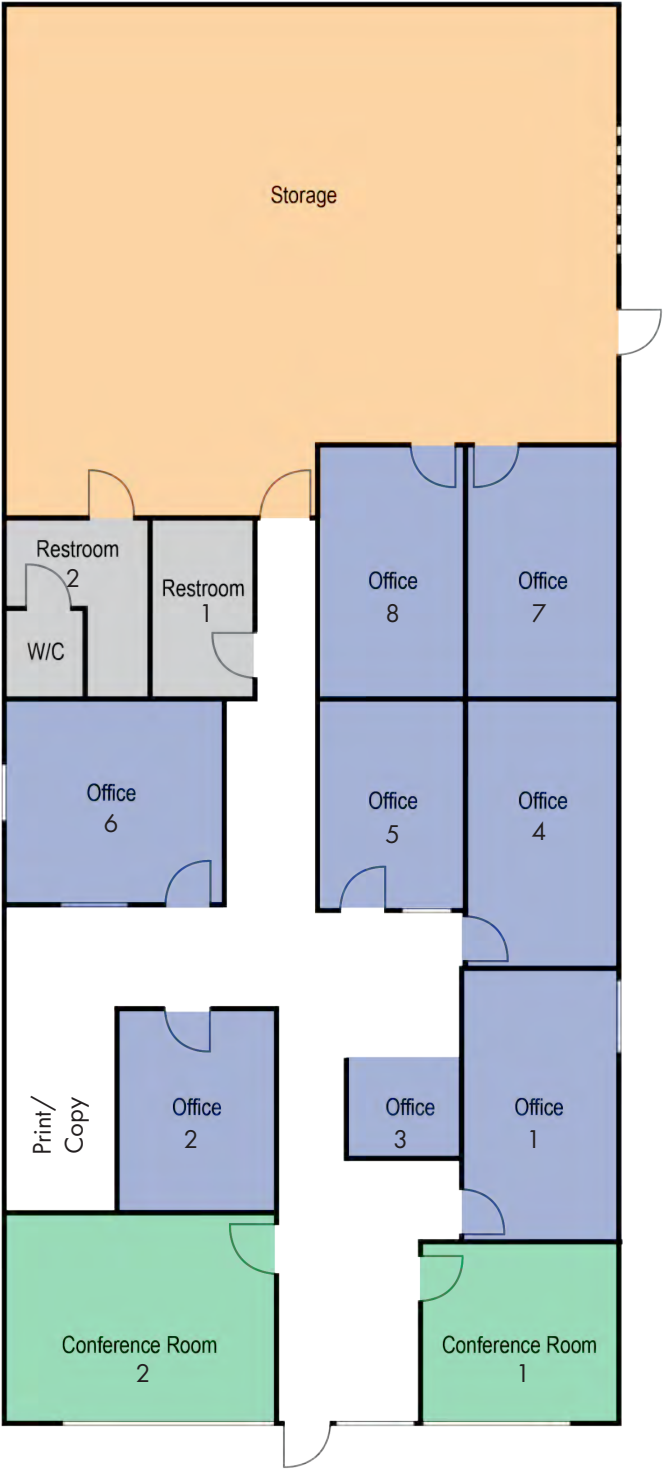
Back (North) Elevation



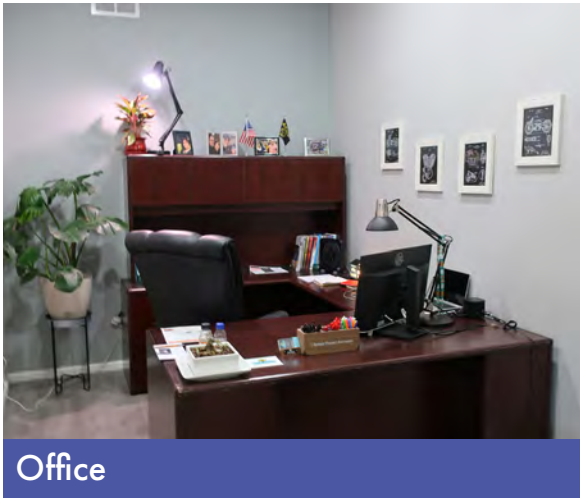
Right Elevation

Facility Timeline





Building Program	Building Program
Conference Rm 1	Print/Copy Area
Conference Rm 2	Restroom 1
Office 1	Restroom 2
Office 2	Storage
Office 3	
Office 4	
Office 5	
Office 6	
Office 7	
Office 8	

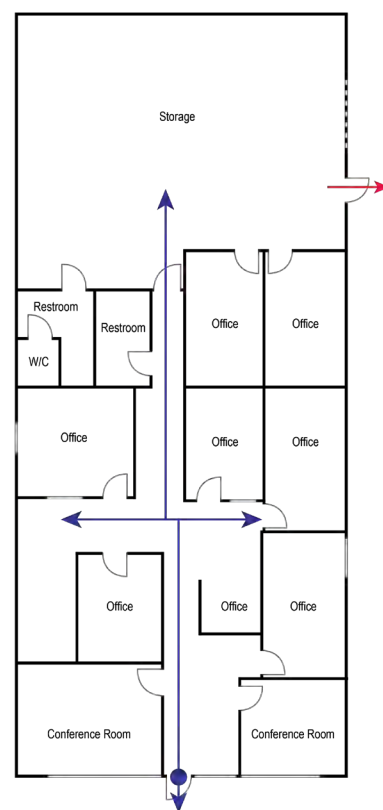


LEGEND

- Workspace
- Administrative
- Flex Space
- Utility



Building 1-C: Diagrams

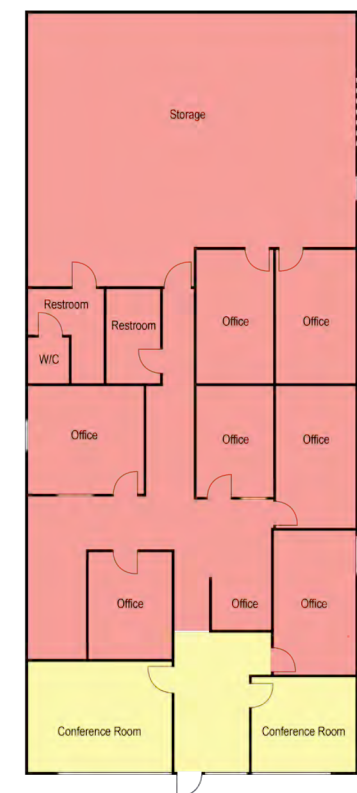


Access
+Interior Circulation

- Main Entry
- Interior Circulation
- Egress



Flex Space



Private vs Public

- Private
- Public



Storage

Red Flags

- Lack of security infrastructure at the entrance between public and private is a concern for the employees. There is not a physical barrier.
- Limited storage options.
- Storage could be more secure and fireproof, especially since a lot of the stored material in this space is paper based.
- Lack of distinction between the employee break area and storage area.
- Inaccessible (ADA).

Green Flags

- Consistent branding and identity with other town facilities
- Building interior is newly renovated and the staff roster still has some vacancies. At full capacity there may be issues trying to with office space. At the moment the facility seems to have minimal space issues.



Facility Assessment Score		
Condition Score	1	Building is in good condition.
Needs Score	C	The facility meets the needs of the department, but cannot accommodate growth/ improvement work

Score Analysis

The facility was given a Condition Score of 1 in consideration that it's newly renovated. A Needs Score of C was allocated based on the building's size limitations, however, given that the building is still short staffed, lack of office space is not an immediate concern.

Building 1-D: EMT Building, Profile

Location: 350 Fourth Street, Frederick, CO 80530

Building Size: 1152 SF

Current Functions:

What used to be a building for ambulances and overnight EMT stays, is now functioning primarily as storage for both the town and the Frederick Police Department.

The building underwent minor renovations upon acquisition by the town, the ambulance garage doors were removed and the entire first level has been converted into a gym space. This gym is mostly used by police department staff, but town employees can also utilize the space for free.

The second level, houses a bathroom, living room, two bedrooms, and a kitchenette, which are being used as event storage and evidence storage by the town and police department respectively. The town underutilizes the kitchenette and living space, while the two bedrooms (both at capacity) are kept locked as evidence storage.



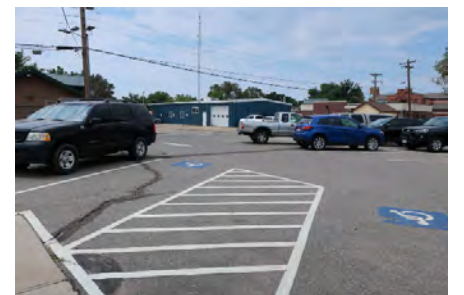
Front (North) Elevation



Southwest Elevation



Northwest Elevation



Parking Adjacent

Facility Timeline

Building Construction

The building was constructed as an emergency services building with ambulance garages and upstairs living quarters.

20??

20??

The facility was acquired by the town and renovated to remove garage doors, the lower level became the police department's gym, and the upper level was designated as extra storage space.

Present

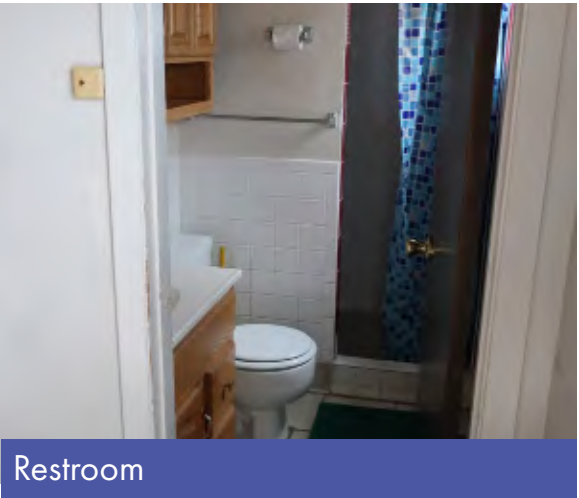
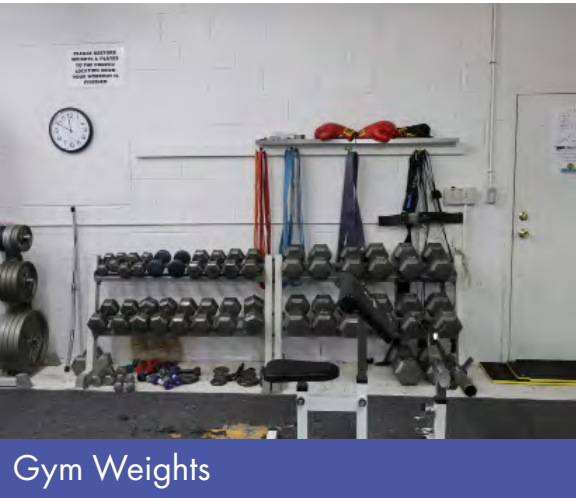
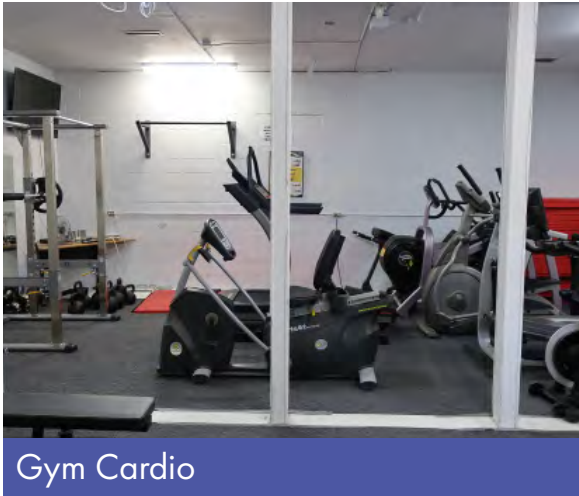


LEGEND

- Administrative
- Flex Space
- Utility



Building Program
Gym
Kitchen
Restroom
Storage Room 1
Storage Room 2
Storage Room 3



Building 1-D: Diagrams



Access
+Interior Circulation

- Main Entry
- ➔ Interior Circulation
- ➔ Egress



Private vs Public

- Private
- Public



Flex Space
There maybe additional opportunities for flexible spaces in the renovated wing.



Storage

Red Flags

- The EMT Building has several areas the need improvement. The years of wear and tear are apparent in the interior spaces, but especially in the gym space. The gym space has poor air circulation and lighting.
- The gym space is also quite small and is nearly at full capacity. The equipment is overcrowding the space to the point of being unsafe.
- The second floor is not ADA accessible, with a steep stairway. The rooms, including the kitchen are being used for both event and overflow evidence storage, and are filled almost to capacity.

Green Flags

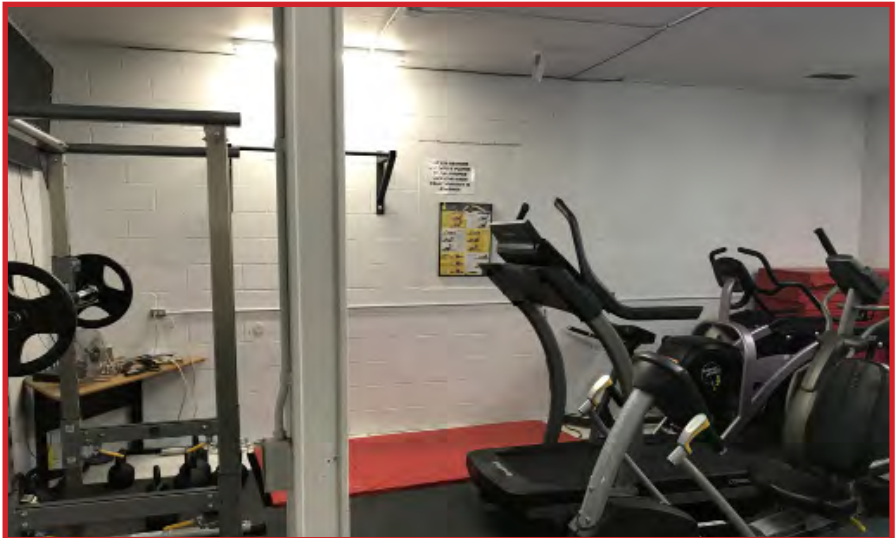
- The facility has access to electricity and has the potential to be utilized solely for storage or other purposes once cosmetic improvements are made.



Storage Room



Stairway



Cardio Equipment

Facility Assessment Score		
Condition Score	1	Inadequate. The building is in relatively good condition; needs minor improvement work
Needs Score	C	The facility meets the current needs of the department but cannot accommodate growth/ improvement work.

Score Analysis

The EMT building is given a Condition Score of 2, as it is in relatively decent condition, is adequate and able to serve its purpose as secondary storage space . However, the facility is showing its age and could use some minor renovations. The facility was graded as C in its Needs Score, as it is meeting additional storage needs, but it cannot accommodate any growth and the gym space is overcrowded and overused.

Building 1-E: Wellness House, Profile

Location: 318 4th St, Frederick, CO 80530

Building Size: 1050 SF

Current Functions:

The Wellness House is a two-story rest house for town employees. This property was previously a rental house before it was acquired by the town, and established as a wellness facility in 2020. In addition to the house, the property also contains a garage (used for storage) and storage shed that is currently used for evidence storage by the Police Department.

The house has a full kitchen, that was previously in the Town Hall building, which is located in the large meeting space that doubles as a conference room as needed. Users of the space may occupy the space upstairs or one of the two smaller rooms on the first floor for some time alone or a change of environment.



North Elevation



Northeast Elevation

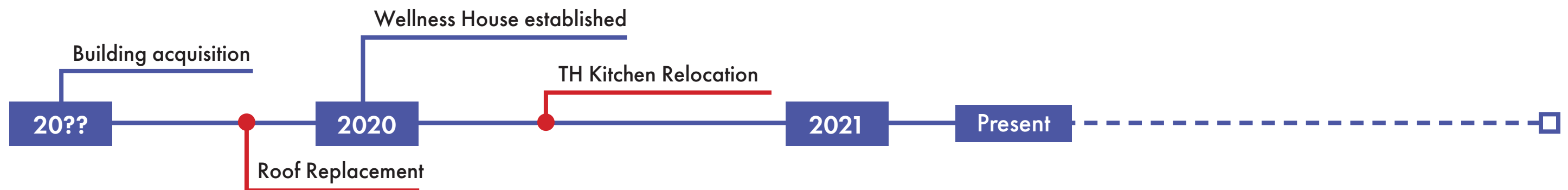


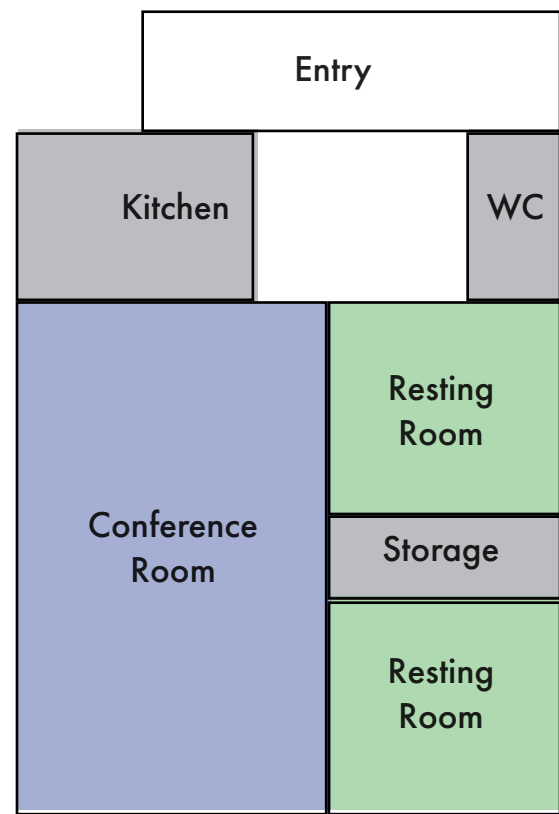
South Elevation



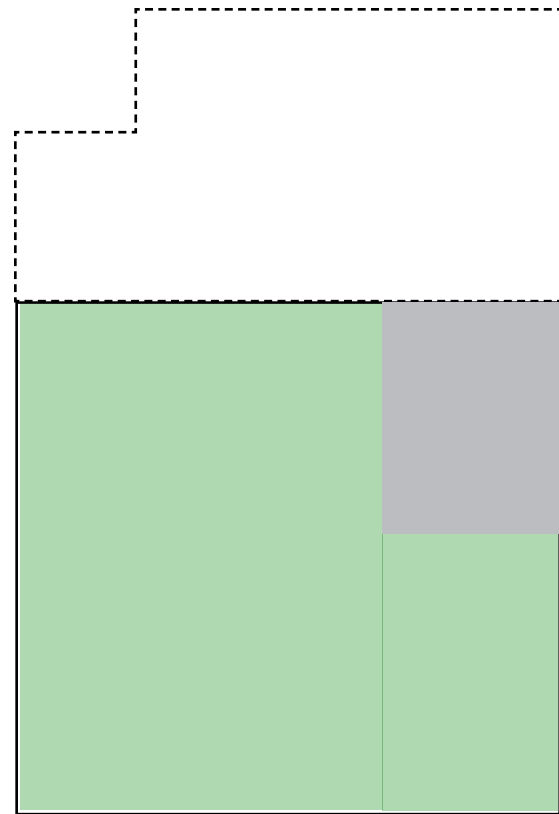
Northwest Elevation

Facility Timeline





Level 1



Level 2

LEGEND

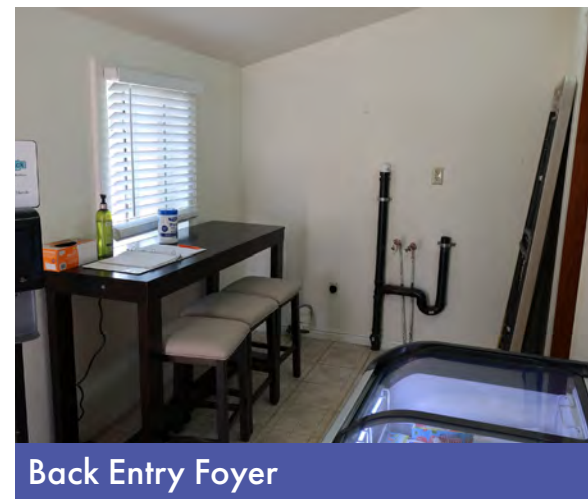
Administrative

Flex Space

Utility



Building Program	Occupancy
Conference Room	-
Resting Room 1	3-4
Resting Room 2	3-4
Attic	4-5
Kitchen	-
Bathroom	1
Storage	-
Back Entry Foyer	3



Back Entry Foyer



Relocated Kitchen

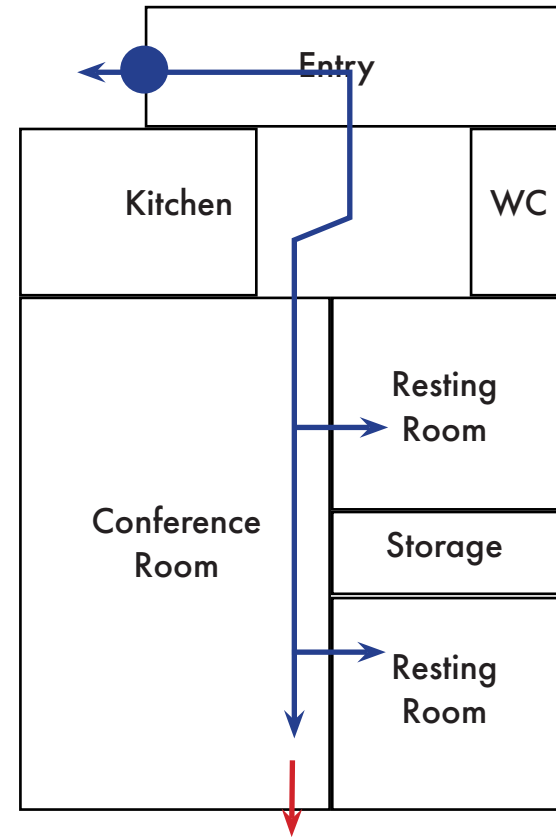


Conference Room



Resting Room

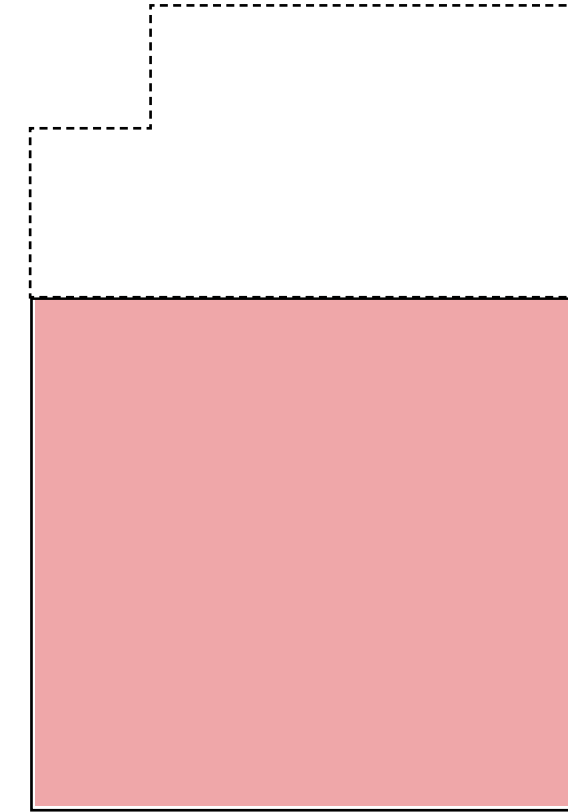
Building 1-E: Diagrams



Access+Interior Circulation

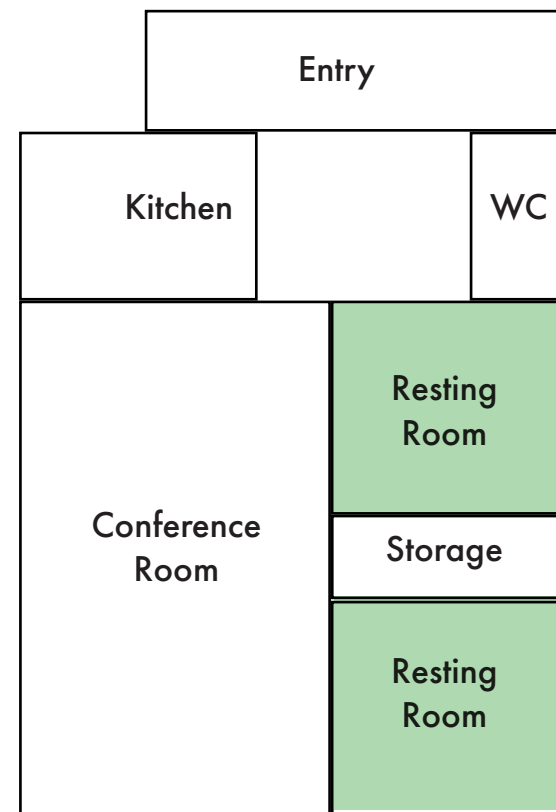
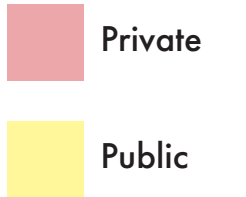


Level 1



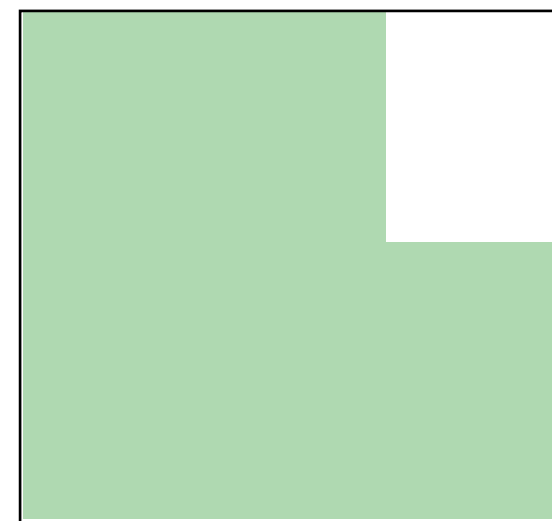
Level 2

Private vs Public

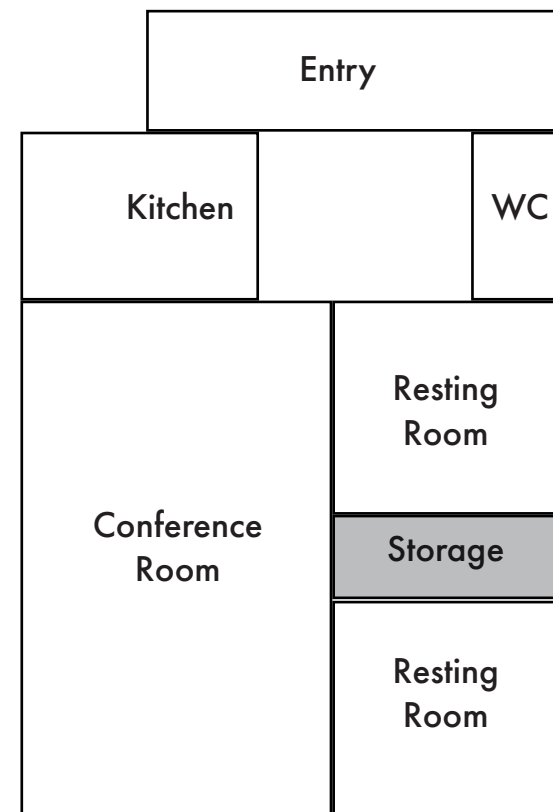


Level 1

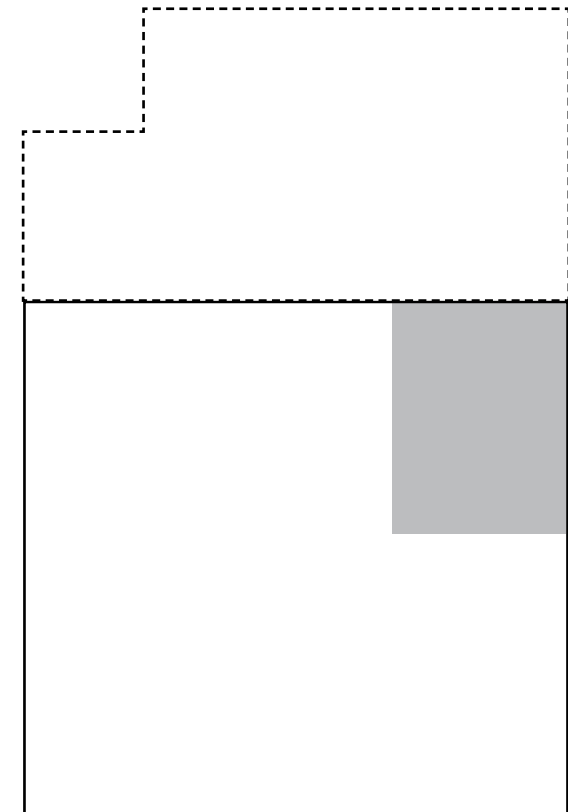
Flex Space



Level 2



Level 1



Level 2

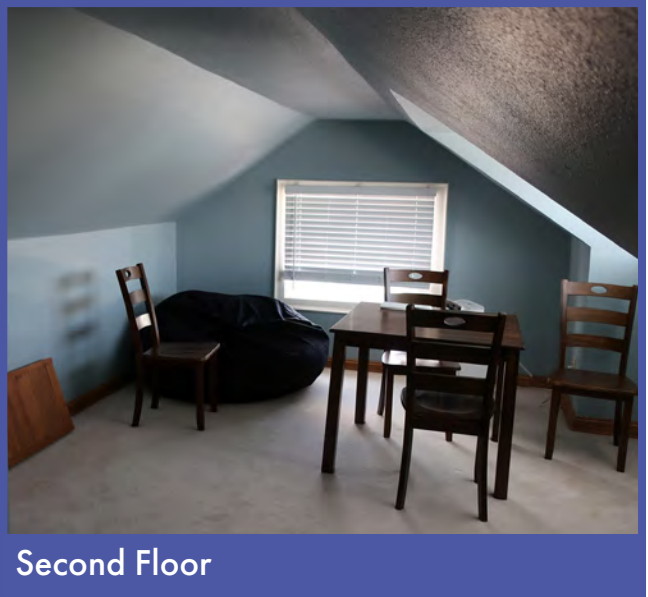
Storage

Red Flags

- Bathrooms in the Wellness House are not ADA compliant.
- Does not have emergency lighting in the event of an outage.
- While the building is for all town staff to use, there is a level of exclusivity that impacts town staff that work away from the downtown area such as Public Works. For these town employees, the travel distance is inconvenient, and using the wellness space can feel awkward.
- Backyard could use more improvement and enhancement in its landscaping to make the space more comfortable and welcoming.
- The backyard which is a highly viable space, lacks shading and privacy, activity in the yard is high visible when approaching the property.

Green Flags

- The town includes a wellness facility which provides physical and mental health benefits for its employees. The house might still need some more improvement work, but the idea and
- Potential for some community-oriented activities in the summer e.g. free ice cream.
- Continued application of the Town brand.
- Backyard on the property provides the option of open space and opportunities for outdoor activities.



Facility Assessment Score		
Condition Score	2	Adequate. The building is in relatively good condition; needs minor improvement work
Needs Score	C	The facility meets the needs of the department, but cannot accommodate any growth.

Score Analysis

The Wellness House was given a Condition Score of 2 in consideration of the relative age of the building. The building seems to be in good condition, but does still require further work to improve some of its amenities such as the restrooms. The facility was given a Needs Score of C in consideration of its size and capacity. The facility itself is limited in terms of overall size, however interior work can be done to enhance the space.

Building 1-F: Administrative Building, Profile

Location: 311 Fifth Street, Frederick, CO 80530

Building Size: 5969 SF

Current Functions:

The Administrative Services Building was constructed in 2004, acquired by the town in 2013, and remodeled in 2021 for use by town administrative staff. The building is currently divided into a main office space (with reception and 12 cubicles), 6 private offices, and a small meeting room.

The building was previously a bank, and some of its original features have been adapted for current administrative use. Chiefly, the existing drive-up window is utilized for efficient drop-offs and easy access for residents with limited mobility. The existing vault is also being used as file storage space.

Departments	Current Employee No.
Town Administrative Staff	15
Total	15



South Elevation



West Elevation

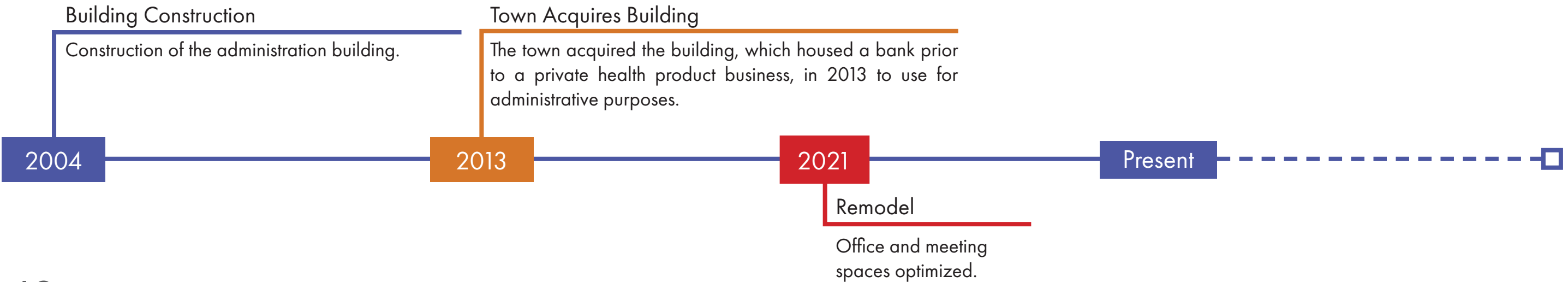


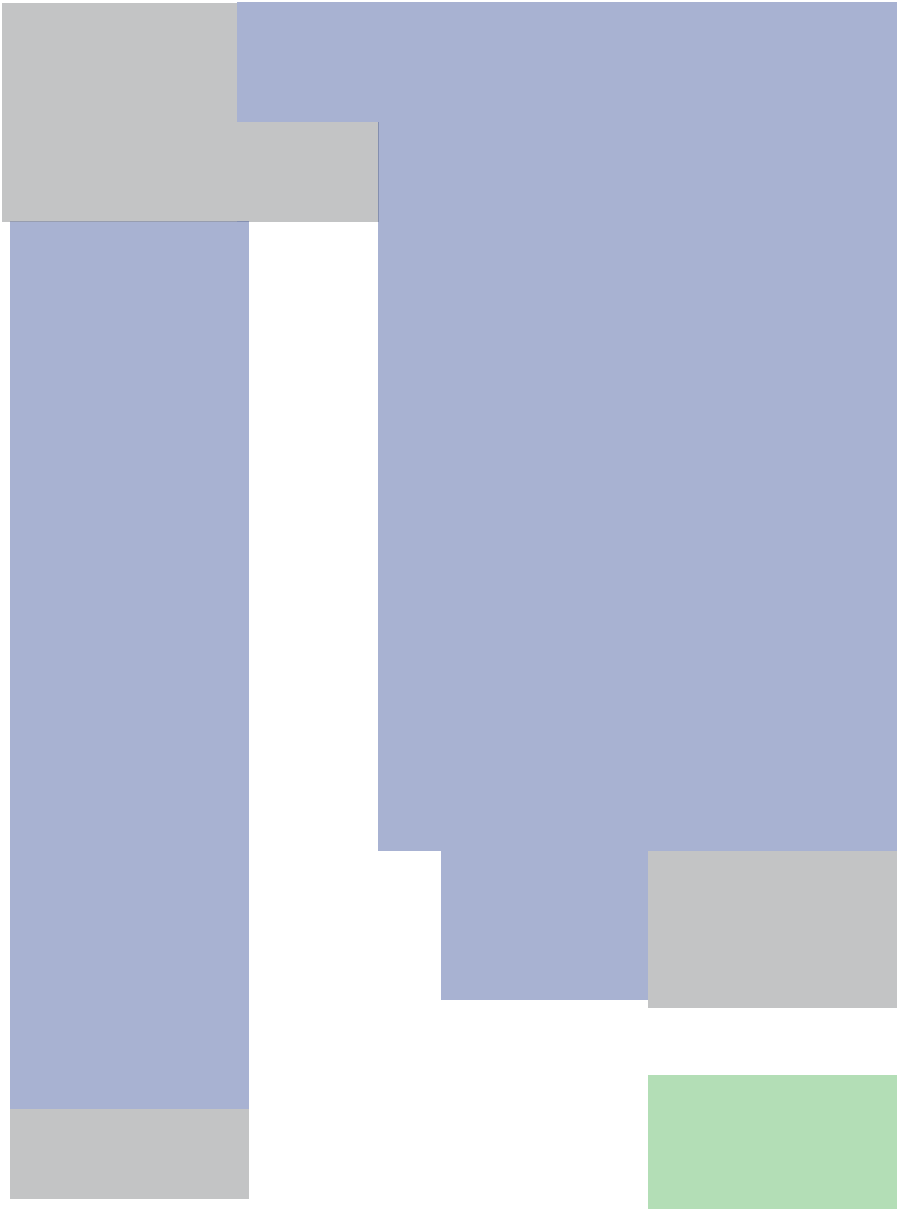
North Elevation



East Elevation

Facility Timeline





LEGEND



Administrative



Flex Space



Utility



Building Program	Size	Occupancy
Main Office Space	-	12
Office 1	-	1
Office 2	-	1
Office 3	-	1
Office 4	-	1
Office 5	-	1
Office 6	-	1
Reception	-	1
Conference Room	-	4
Storage 1	-	-
Storage 2	-	-
Storage 3	-	-
Restroom (x2)	-	-



Private Offices



Lobby Entry

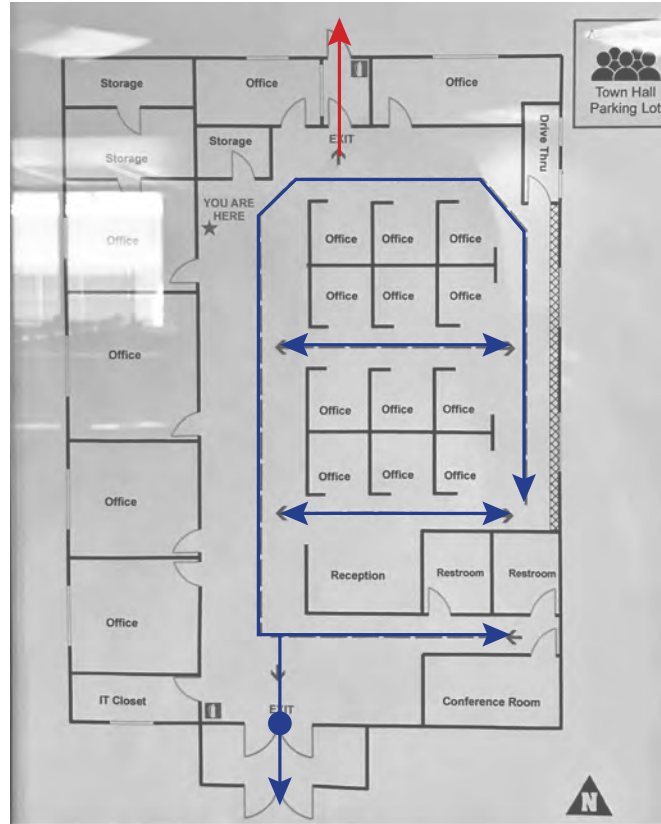


Conference Room



Main Office Space

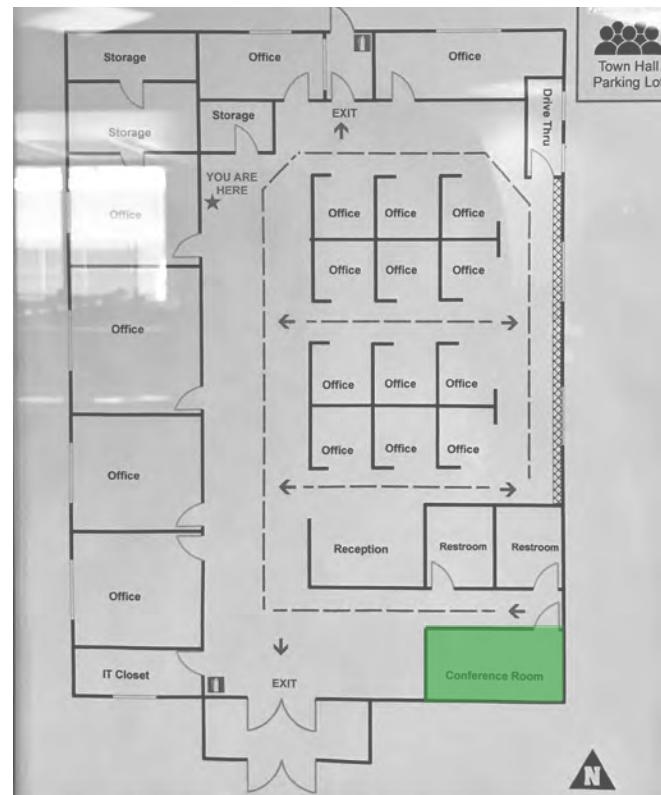
Building 1-F: Diagrams



Access

+Interior Circulation

- Main Entry
- Interior Circulation
- Egress

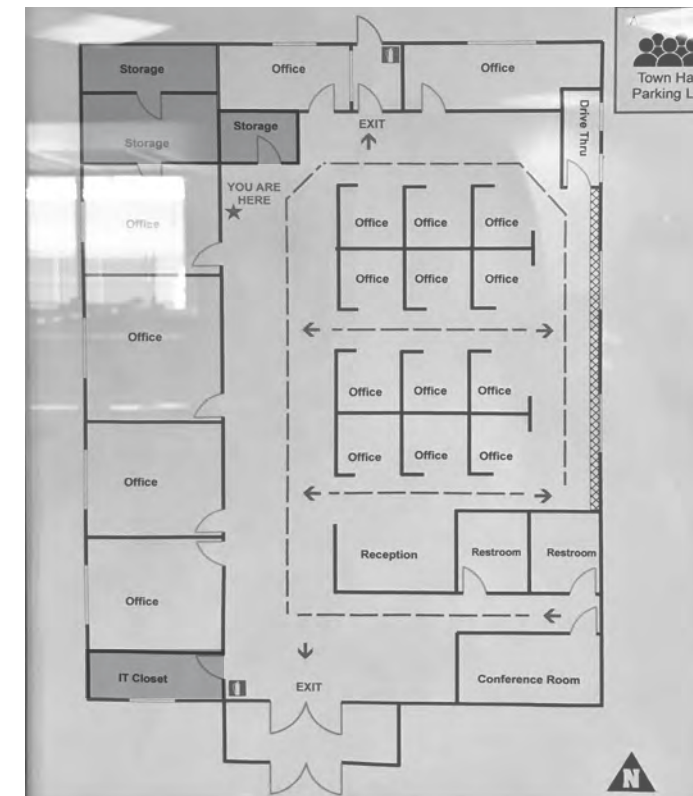


Flex Space



Private vs Public

- Private
- Public



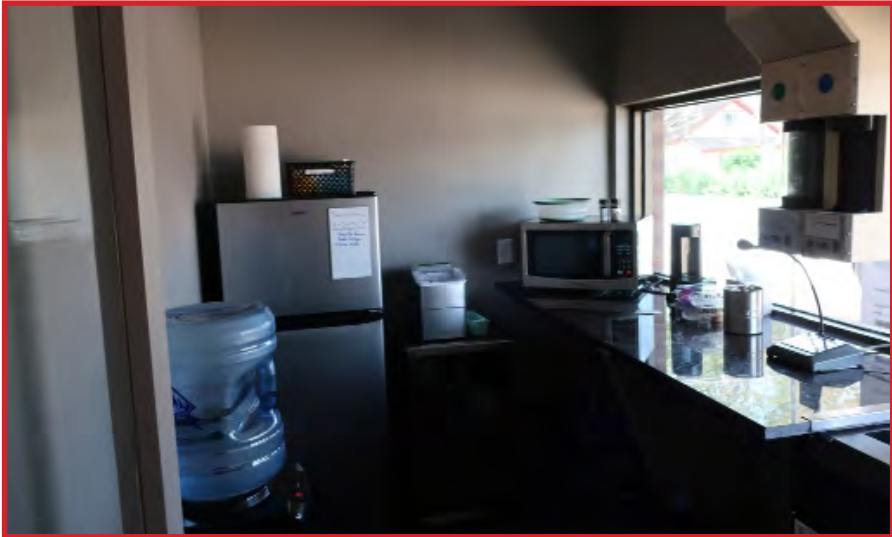
Storage

Red Flags

- The current building is already at capacity in terms of storage space, as the vault and all other closet spaces are full and empty cuticles are utilized as extra storage. Employees expect to need a greater amount of storage space in the near future.
- Equipment will be moved from the Town Hall basement to the Administrative Services building, further constricting space.
- The current break room is small, and will struggle to accommodate growth in staff.
- There is a general lack of privacy in space to discuss private matters.
- The current utility window is underutilized and could be used to expand parking, etc.

Green Flags

- The Administrative Services building has secured entry, and private space is clearly separated from public space.
- The facility is clean, modernized and spacious. There are currently 4 empty cubicles to allow for some growth in staff.



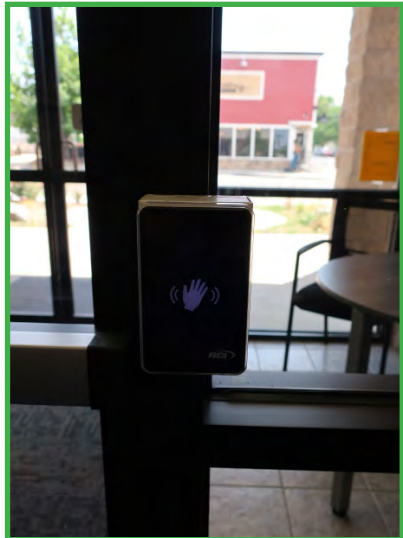
Break Room



Vault Storage



Vacant Cubicle



Secure Entry

Facility Assessment Score		
Condition Score	1	The builing is in good condition.
Needs Score	C	The facility meets the current needs of the department and cannot accomodate growth/ improvement work.

Score Analysis

The Administrative Services Building was given a Condition Score of 1 because it was remodeled very recently and is in excellent condition in terms of technology, modernity, and cleanliness. The building was given a Needs Score of B, as it is currently meeting the needs of existing staff and storage, however, it is quickly approaching maximum storage capacity.

Public Works Site Profile

Public Works Site



 Parcel Boundary

Site Overview: The Department of Public Works site, located in the Eagle Business Park, is situated North West from the main Downtown Parcel, but has central access to the rest of town. Public Works serves as the town of Frederick through maintaining town infrastructure systems (i.e. water, transportation corridors, streets, drainage, public buildings/other facilities and also maintains the Parks).

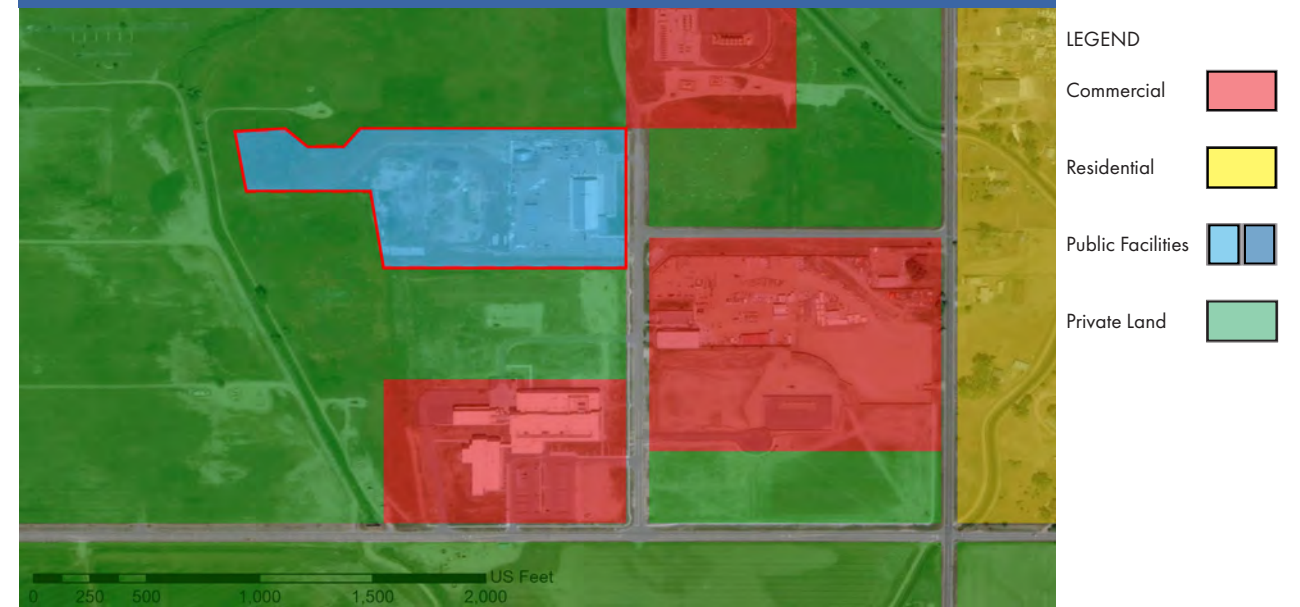
The parcel hosts the new Public Works garage (constructed c. 2014), sited on a five-acre fenced lot. Location of the new site was chosen to more adequately and efficiently reach all of Frederick's neighborhoods. Primary service routes extending as far West as County Road 7 and as far East as County Road 19.

Number of Buildings: 5 (1 office/department building, 2 Fire training trailers, 2 storage outbuildings)

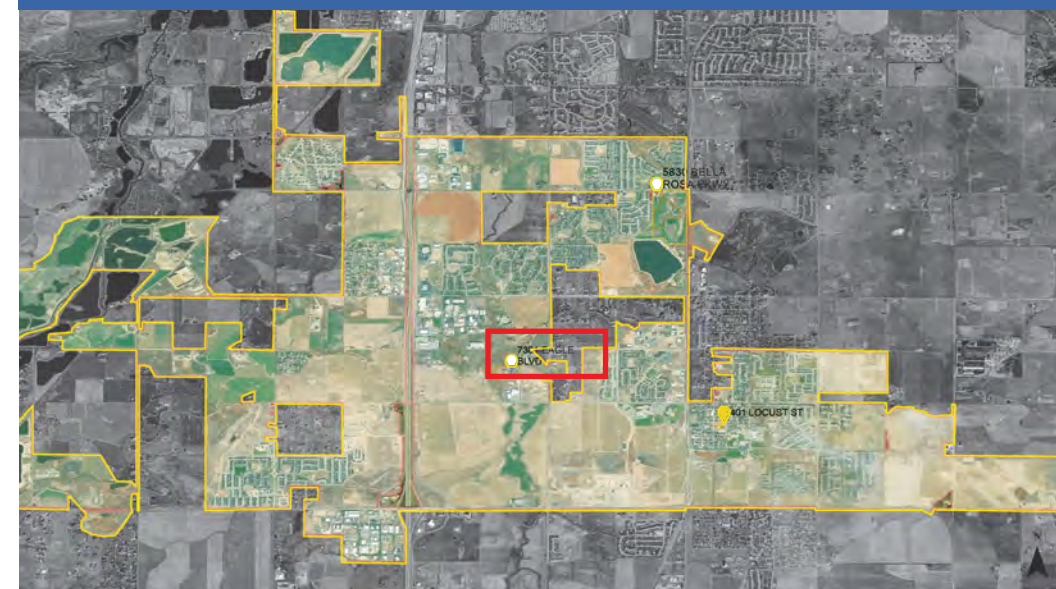
Overall Number of Parking Spaces: 29 total, 9 visitor & ~ 20 employee spots

Functions: Public Works Administration, Management, and Employees. Parks Department Administration, Management and Employees. Fleet Services, Police Vehicle and Fleet Gas Station, Town Equipment Storage, Sign Shop, and Associated Public Works and Parks Equipment Storage and Supplies.

Surrounding Land Use



Site Context



Public Works Site Profile



Red & Green Flags Summary:

Below is an overall summary of red & green flags for the Downtown Parcel.

Each profiles red & green flags can be reviewed in more depth on pages 52-55.

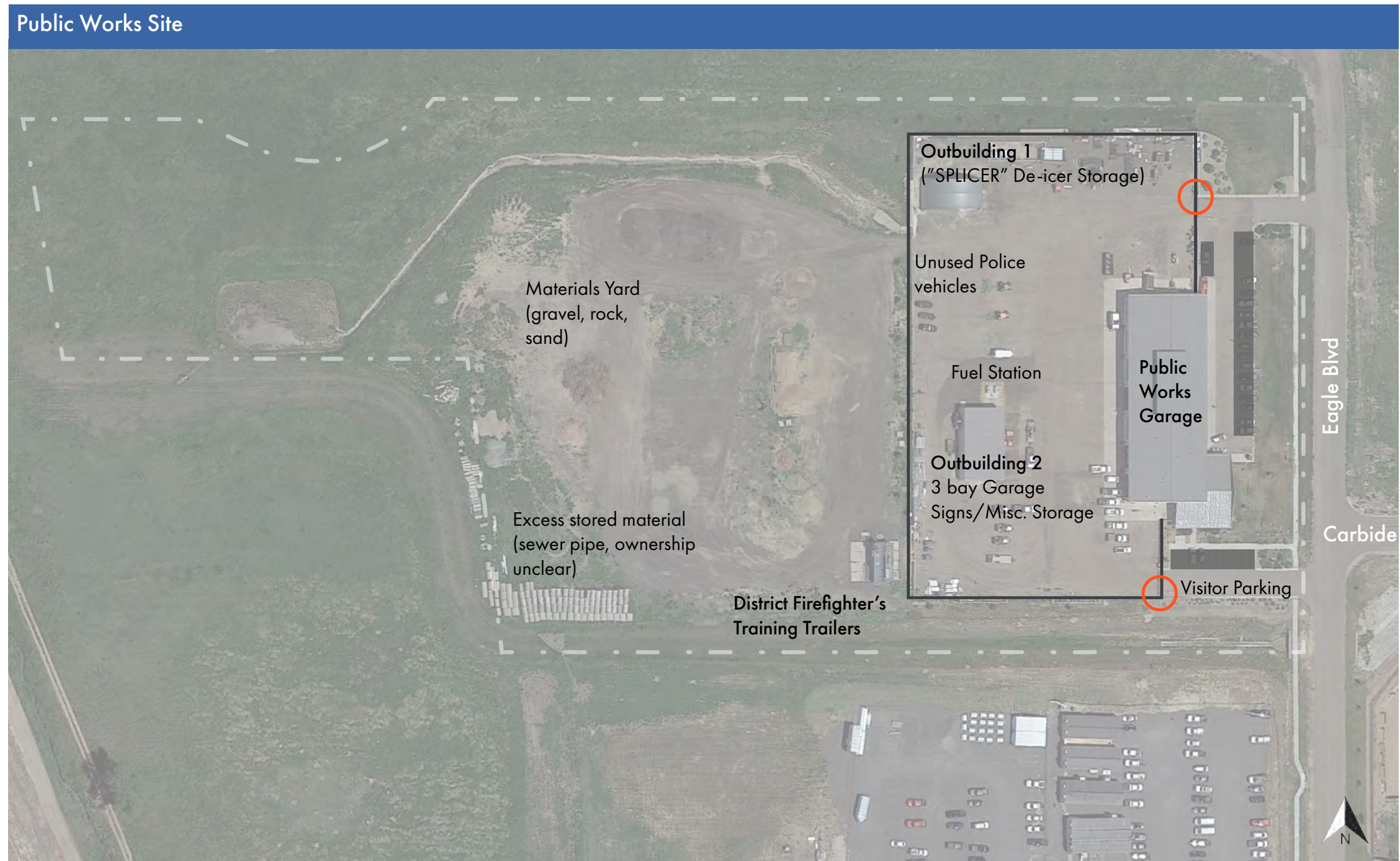
Red Flags Summarized

- Parking is at capacity
- There is inadequate outdoor break space for employees
- Lack of adequate storage both indoor and in the yard
- Storage is consumed by other departments

Green Flags Summarized

- Clear definition of public/private space
- Opportunities already exist for expansion of office, garage, and outdoor storage.
- Public Works is working to establish new parks and fleet service departments
- There is easy street access and street presence is strong.

Public Works Existing Conditions



Main Parking Areas



Parcel Boundary



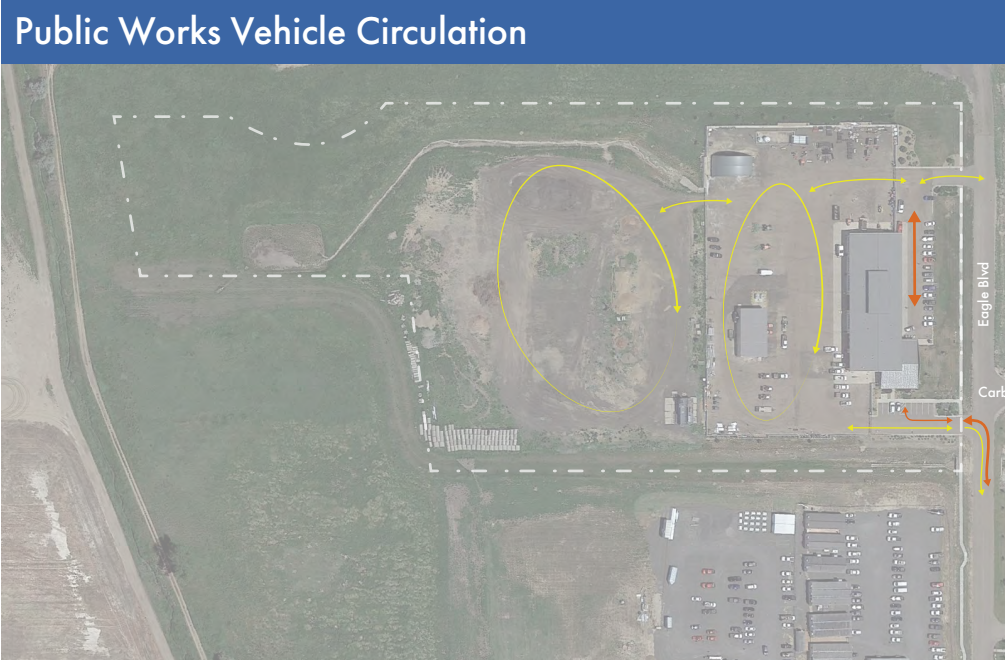
Keypad Entry



- Employee Entrance
- Public Entrance
- Pedestrian Circulation
- Parcel Boundary
- Handicap Accessible Motorized Door
- Handicap Accessible Designated Parking Space



- Planting Areas
- Lawn Areas
- Plaza/Patio
- Parcel Boundary

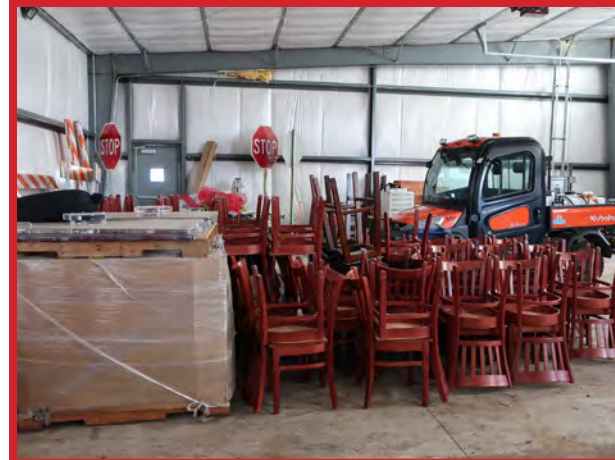


- Vehicular Circulation
- Utilities/Services Circulation
- Parcel Boundary

Building 2: Areas of Notice

Red Flags

- Currently there is a limited amount of paved parking, which leaves maintenance implications. Paved parking is only on the visitor side. Parking is at capacity for employees.
- The outdoor patio for employees lacks seating, furniture and comfortable shade.
- There is generally lack of covered area (carports) for vehicles and equipment that are not in the garage bay. This equipment risks exposure to elements, hail, and snow loading and has to be cleared after heavy storms before use.
- There is not adequate indoor garage storage space for both Public Works and for Parks. Indoor garage space is getting overtaken by uses not intended. For example, the chairs in the photo are taking up space where equipment can be stored.



Overcrowded Storage



Limited Parking



Lack of carports



Lack of Shade



Used as Overflow for Police Fleet



Inadequate Indoor Storage

Green Flags

- The site currently has seperated entrances for public vistiors and for staff. The lot is secured with gated entry on the North and South of site. The existing fence secures all outbuildings, additional garages, vehicles, and equipment stored outside.
- There is ample opportunity for expansion on the back of lot, that lies beyond the existing fence.
- On site benefits from large pull through bays (7 total, 5 of which are pull through), making rotation of serviced vehicles easy.
- There is also plenty of yard space for storage of raw materials and supplies.
- The street presence is strong and clear, with installation of public art.



Local Public Art



Character



Large Open Space to Expand into



Street Presence & Signage



Large Yard Space & 5 Pull through bays



Secured Employee Entry

Building 2: Public Works, Profile

Location: 7301 Eagle Blvd. Longmont, CO 80504

Building Size: 20,828 SF

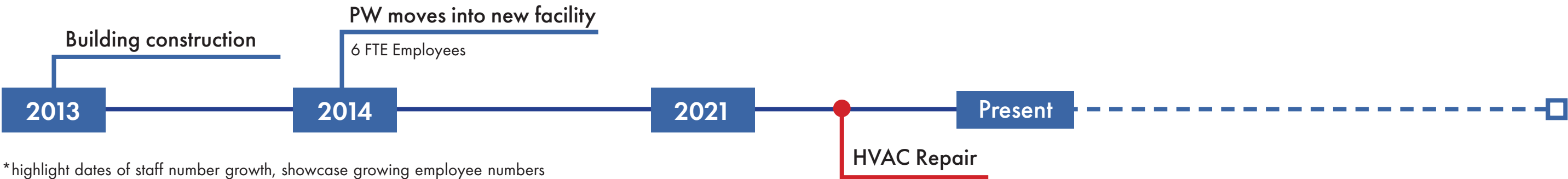
Current Functions:

The Public Works facility contains two primary functions: office space for full-time employees of the Public Works division, and a large garage with 7 bays for maintenance work and equipment storage. Extra space on site is presently used for storing dirt.

PW runs a fleet program that services all of the town’s fleet divisions at this facility. This includes providing services to the police, engineering department, and the Bella Rosa Golf Course fleet (as needed). PW is also on contract with the Fire Department to help with the maintenance of their vehicles as well, maintaining approximately 130 equipment across all fleet divisions.

Departments	Current Employee No.	Future Employee No. [5 years]
Public Works	4 Supervisors	+ 6 to 11
	16 Full-time	
	9 Seasonal	
Total	29	35-40

Facility Timeline



*highlight dates of staff number growth, showcase growing employee numbers outgrowing the capacity of the current facility



Front (East) Elevation



Left (South) Elevation

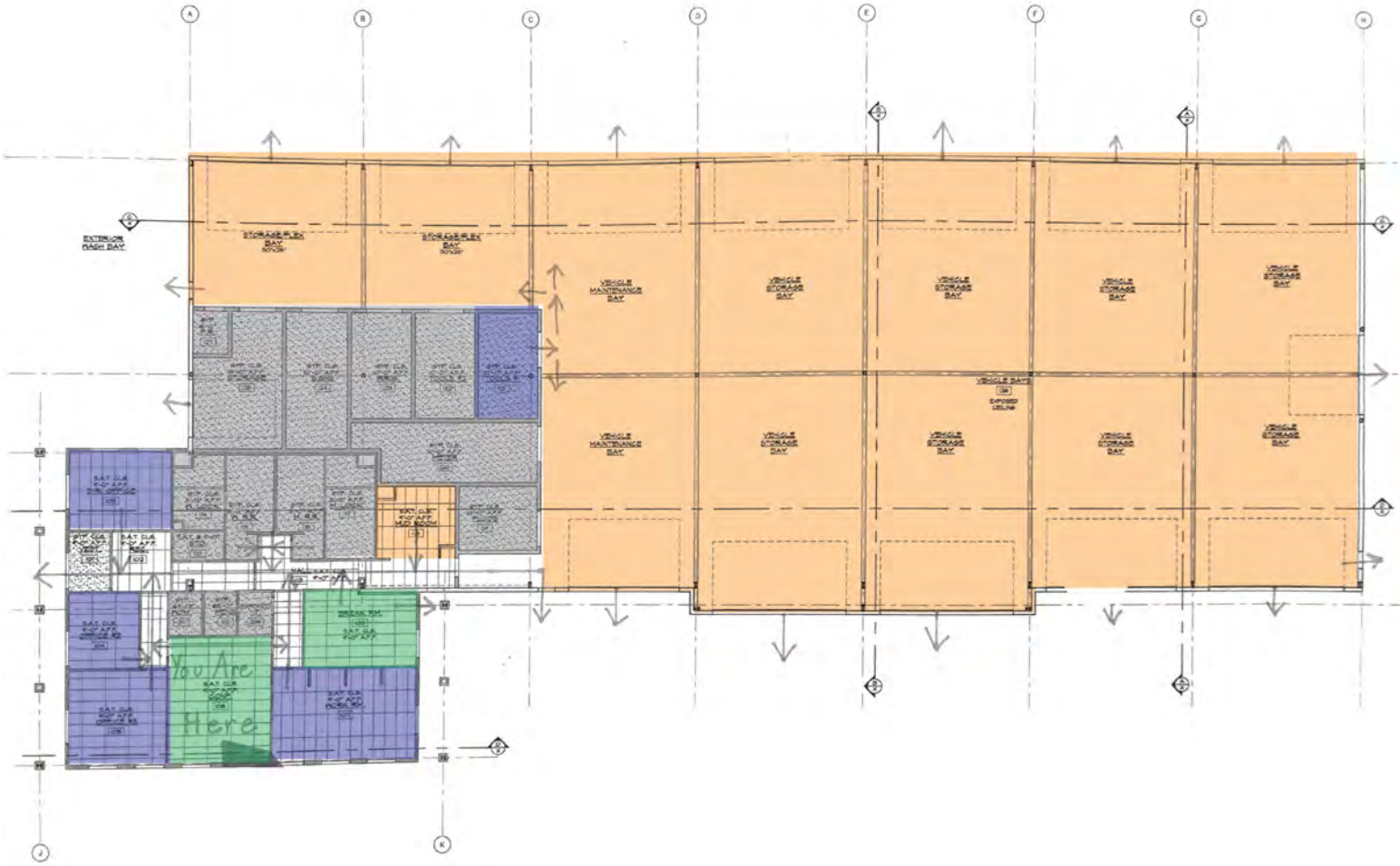


Back (West) Elevation



Right (North) Elevation

Building 2: Existing Conditions

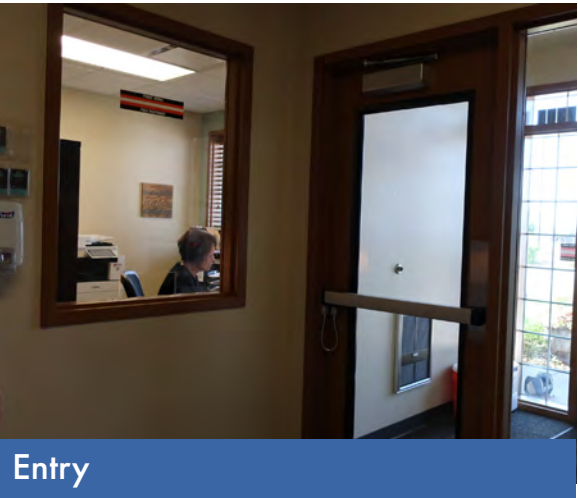


LEGEND

- Workspace
- Administrative
- Flex Space
- Utility

The program list in this profile is based on the information provided by the given floor plan. It is worth noting that most of Vehicle Storage Bays are in actuality functioning as Vehicle Maintenance Bays. A recent study conducted by the department has shown that while the facility has the space to maintain the amount of equipment contracted to PW, it does not have the capacity to store their fleet. Other important changes to note include the conversion of the Work Room into two office spaces, and that the Fleet Manager's Office was previously Tools Storage space (Tools Storage #1 on the floor plan).

Building Program	Occupancy	Building Program	
Director's Office	1	IT Closet	-
Office #2	1	Storage	-
Office #3	1	Fluids Storage	-
Work Room (2 Offices)	2	Meter Storage	-
Conference Room	-	Tools Storage #2	-
Break Room	4-5	Irrigation Storage	-
Mud Room	-	Signs Storage	-
Fleet Manager's Office*	1	Storage (Large)	-
Vestibule	-	Fire Room	-
Lobby	-	Vehicle Maintenance Bay (2)	-
Storage/Flex Bay (2)	-	Vehicle Storage Bay (8)	-
Women's Restroom	1	Women's RR + Locker Room	-
Men's Restroom	1	Men's RR + Locker Room	-



Entry



Garage

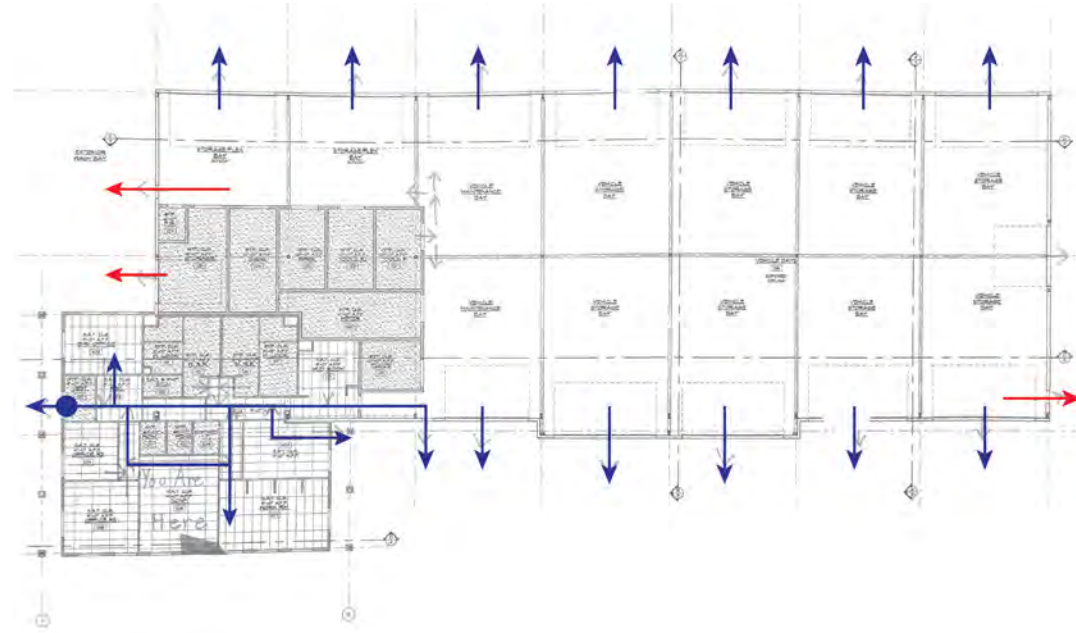


Conference Room



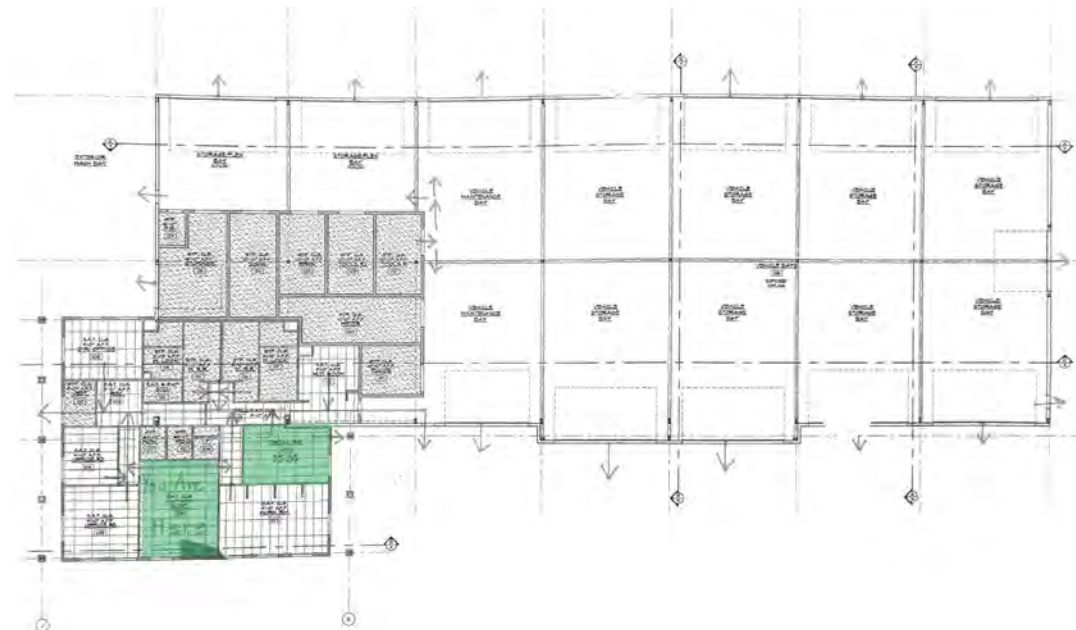
Office

Building 2: Diagrams

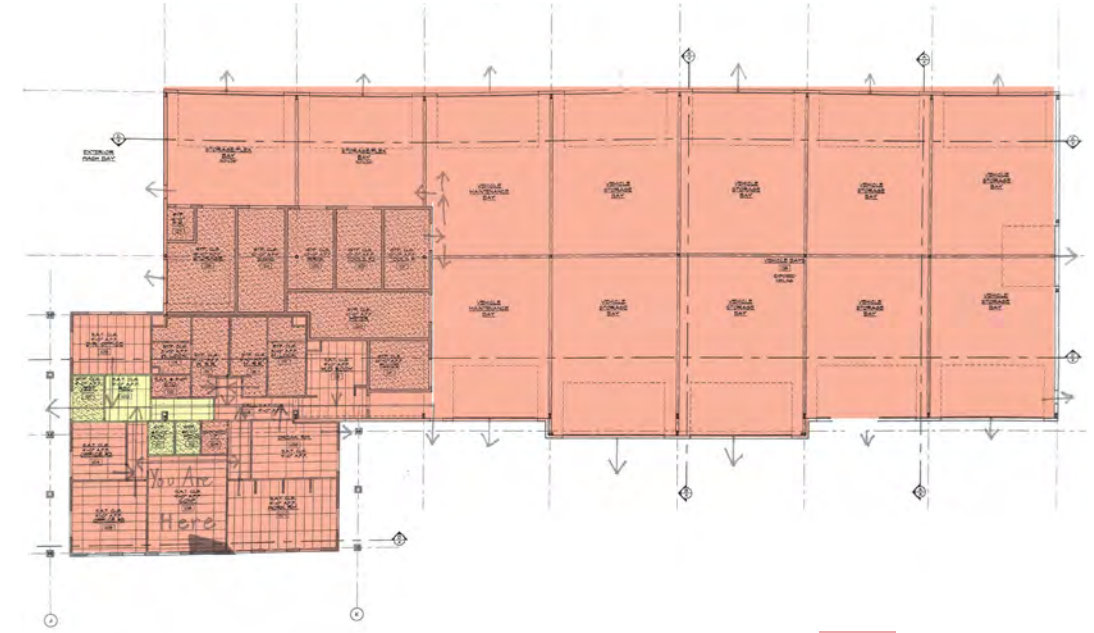


Access + Interior Circulation

- Main Entry
- Interior Circulation
- Egress

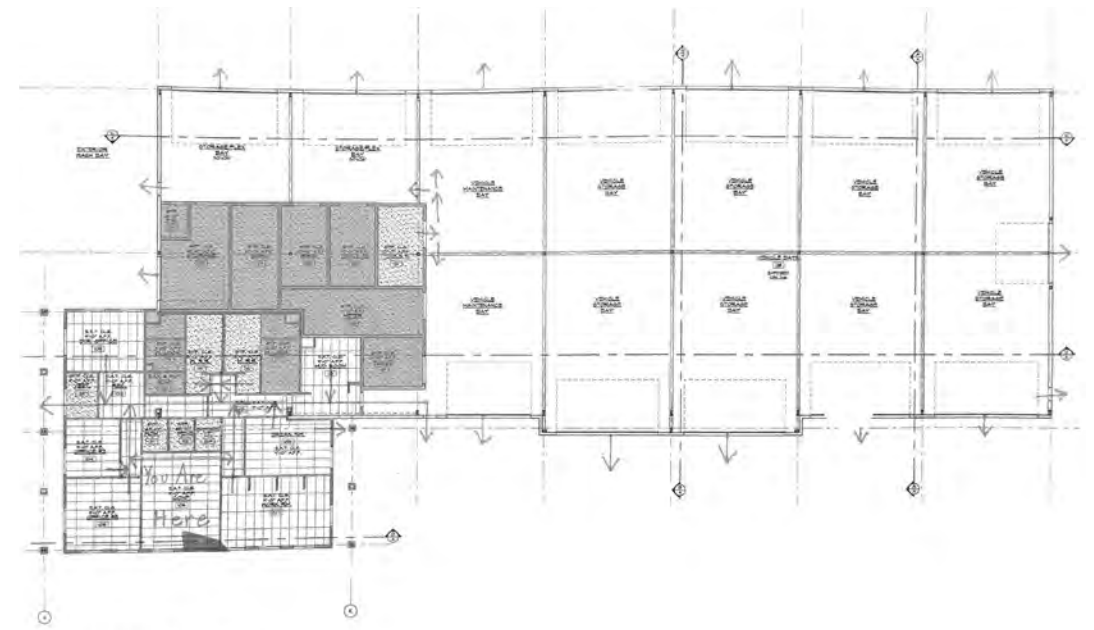


Flex Space



Private vs Public

- Private
- Public



Storage

Red Flags

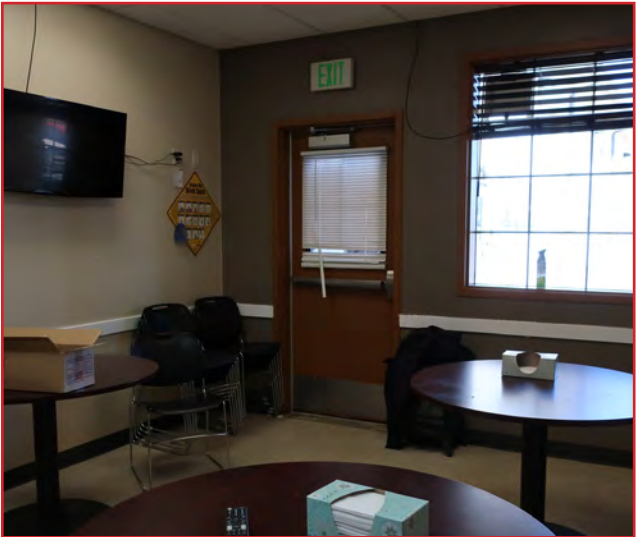
- The department is steadily outgrowing the current PW facility’s capacity with the increase in employee numbers. The department had outgrown the building capacity on their initial move-in in 2014.
- The facility does not have adequate office space and restrooms to accommodate current staff numbers. In addition to sharing existing office space, lack of office has resulted in the department turning a storeroom in the garage into a make-shift office for the Fleet Manager. The interior conditions of this make-shift office are not ideal.
- The Mud Room, an essential space for gear, does not have enough lockers and is undersized and at full capacity.
- The facility also faces big issues with their storage capacity. Much of their storage solutions have been overtaken by old furniture from other Town facilities and event items. Locker space in the women’s room is doubling as a storage space.
- A recent study has deemed that the garage is large enough to perform the department’s fleet maintenance duties, but not large enough to actually function as storage for vehicles. Garage capacity will moverover be further impacted by future plans to install more lifts for maintenance work.
- Existing amenities also require enhancement to accommodate the growing staff. For example, the existing break area is too small to accommodate the current staff numbers, which makes it difficult for employees to socialize with their colleagues during their lunch breaks. A full kitchen would also better equip the facility to host catered private town events, and provide employees on long shifts with the option of a proper meal.

Green Flags

- The current PW facility is designed to allow for a future expansion. The department already has ideas in place on how a north addition to the facility could improve the efficiency and flow of the facility, on top off providing them which much needed added locker rooms, offices and other spaces.
- The department is also considering adding a maintenance facility for the parks division. This facility would be located at either Centennial Park or the FRA, and would ideally contain office spaces, a garage for parks equipment, and a rest area for employees. The facility and its future location would also allow the parks division to carry out their work more efficiently as parks equipment would be much more accessible. In consideration of the number of parks maintained by the parks division and its growing team, this future parks facility is a good idea that is worth exploring.



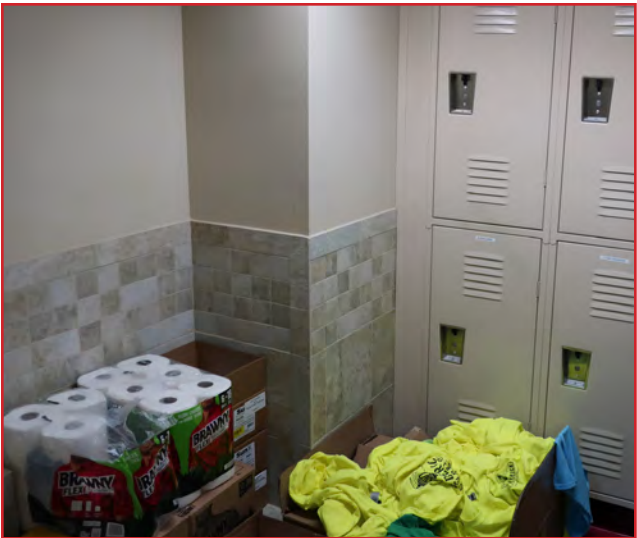
Fleet Manager Office



Break Room



Mud Room



Womens Locker Room

Facility Assessment Score		
Condition Score	2	Adequate. The building is in relatively good condition; needs minor improvement work
Needs Score	B	The facility does not meet the needs of the department, but can accommodate growth/ improvement work

Score Analysis

The current PW facility was given a condition score of 2 in consideration of HVAC design issues that needed a fair amount of repair work. The facility was allocated a needs score of B in consideration of the fact that the is currently overcapacity and unable to fulfill the space needs of the current PW department but is in fact designed to allow the facility to expand on site as necessary.

Centennial Park

Centennial Park:
630 8th Street, Frederick, CO 80530

A highly-utilized municipal park located near the heart of Frederick, Centennial Park offers numerous amenities on approximately 42 acres of open space and community areas. Located along Eighth Street with beautiful views of the Rocky Mountains to the West, this popular park provides diverse options for gathering and recreation including a playground, reservable picnic areas, a five-station fitness loop, youth bouldering area, an amphitheater, and multi-purpose fields. Wetlands and a small pond on the western portion of the park provide a natural setting for paved walking trails, benches, and chainsaw art installations.

Located just 3 blocks south of the 5th Street Downtown corridor and bordered by Frederick's Colorado Boulevard gateway to the West and open fields to the south, Centennial Park serves as the host to several annual festivals and community gatherings. Amenities to support regular use include on-street parking along Eighth Street and a paved lot on the far East side of the park with 3 ADA spaces/40 regular spaces, accessible restrooms, and sidewalks connecting to established neighborhoods to the North. The park regularly sees hundreds of visitors during annual celebrations open to the public like Chainsaws and Chuckwagons, Frederick in Flight, and Miners Day. From soccer to picnicking to hot air balloon lift-offs, Centennial Park is a treasure for all to explore and enjoy. .

Centennial Park Context Map



Bouldering & Picnic Area



Public Restrooms

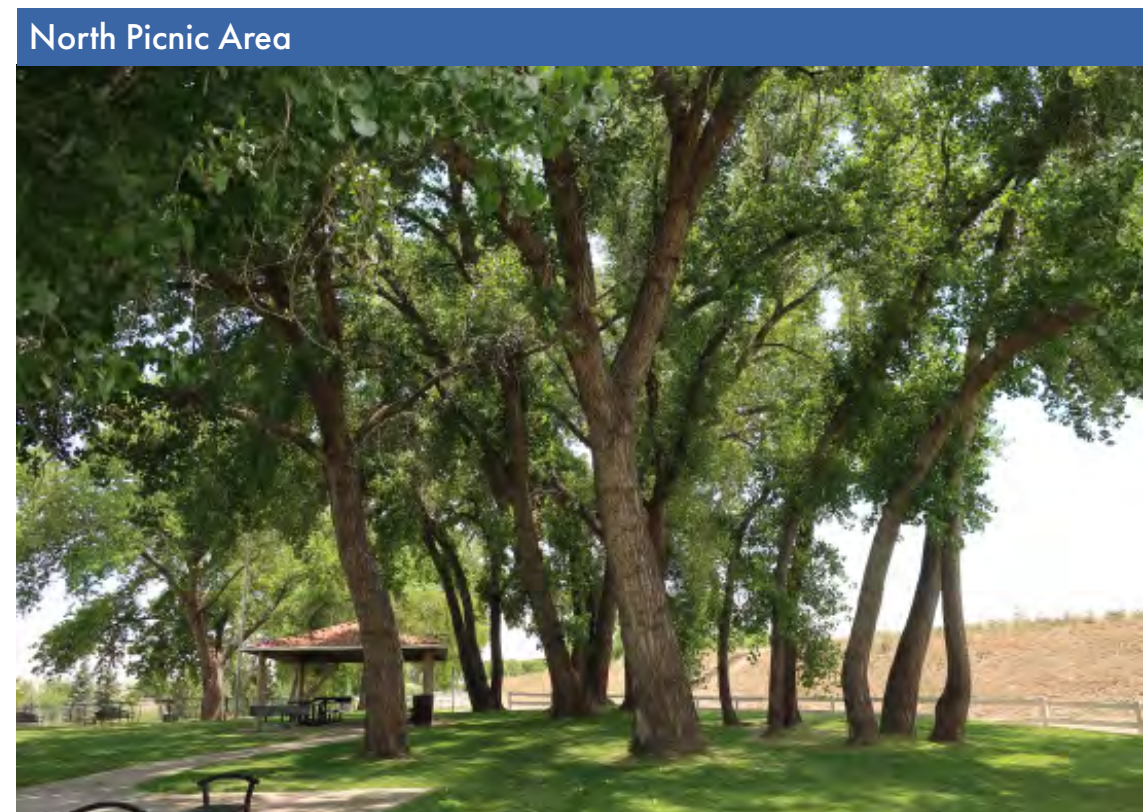


Frederick Recreation Area

Frederick Recreation Area (FRA):
8201 Colorado Blvd, Frederick, CO 80530

A municipal park open year round, located on 129 acres, with numerous recreational opportunities, including ~1.29 miles of both paved and gravel partially wooded walking trails, wildlife habitat, and non-motorized boat use and fishing on Milavec Lake (which additionally serves the town as a drinking reservoir). Amenities include sports courts, off-leash dog park, picnic shelter and picnic tables, a pavilion, outdoor gym, horseshoe pits, playground, restrooms, and parking. The Big Fred Picnic Pavilion is structurally unsound for public use and was closed to the public in April 2021. There is an old pump house on the Northern side of the Park near the additional North parking lot. It now features 'Hooked on Frederick' a mural which depicts a typical fishing day by artist Mario Miguel Echevarria. The park is handicap accessible and reservations are available. Park Access is fee-free.

Bounded by Bella Rosa Golf Course (town owned) to the North, by Colorado Blvd to the East, and the Frederick Skate Park to the South. This is a well-used and well-loved destination for outdoors enthusiasts and a variety of different users. Frank Milavec Memorial Lake is popular with fishermen, recreational walkers, but also with birders (looking for ducks, grebes, pelicans and cormorants in late fall and early spring). Trails also border a marsh that where birders can find Red-winged Blackbirds and run along a tree-lined creek where Yellow Warblers and Downy Woodpeckers breed.



Bella Rosa Site Profile



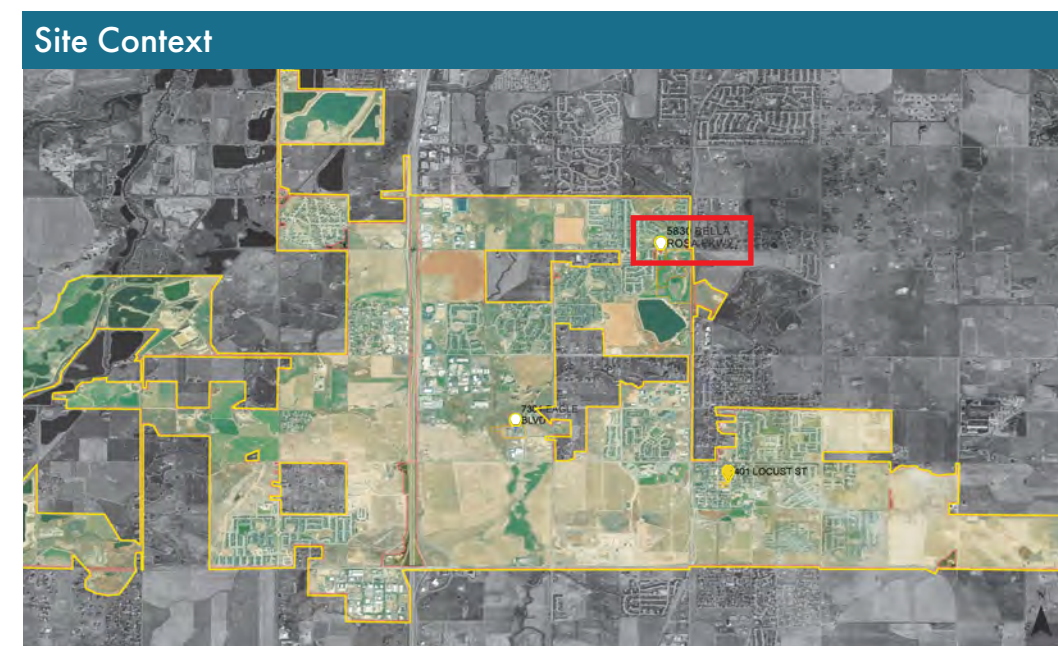
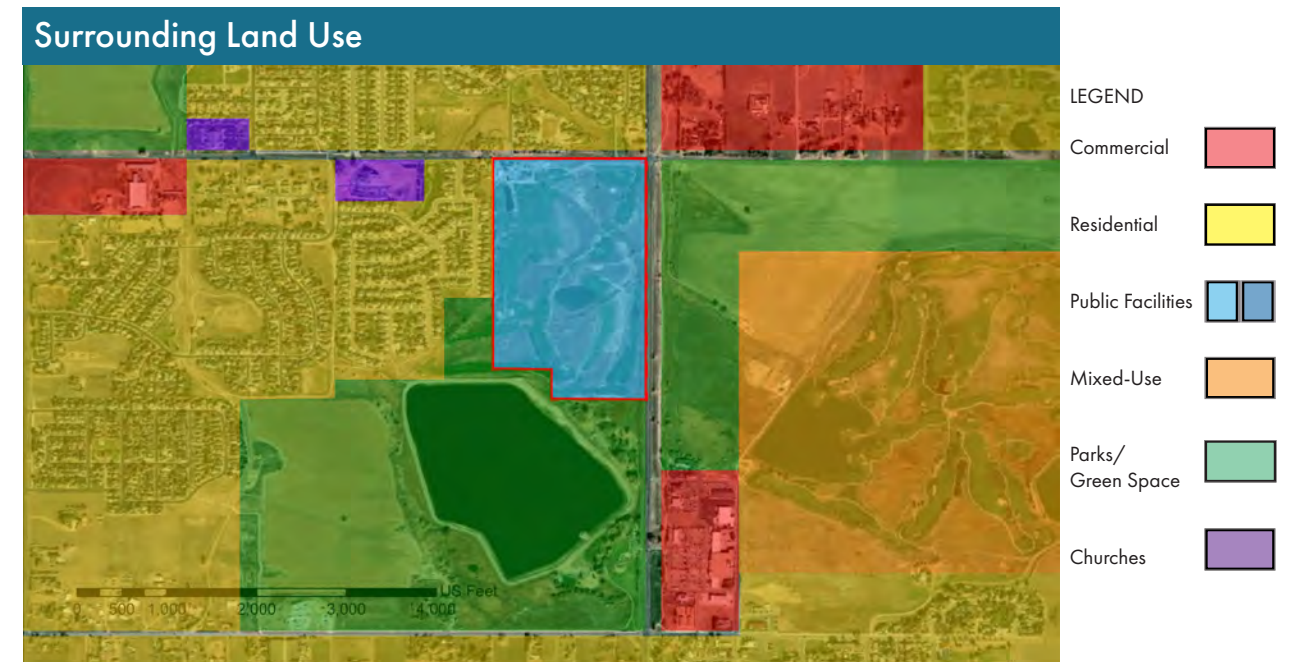
Parcel Boundary

Site Overview: The Bella Rosa Golf Course parcel, is a regulation nine hole golf course, owned by the Town of Frederick. Situated North from the main Downtown it is surrounded by primarily residential neighborhoods and is a bustling hub of activity. It features a Club House, with a Pro Shop and the Back 9 at Bella Rosa a full service breakfast and lunch family restaurant that also offers catering.

Number of Buildings: 3 (1 Club House/rProShop/Restaurant, 2 storage/maintenance outbuildings).

Overall Number of Parking Spaces: 46 total parking spaces, 4 total ADA accessible spaces (2 of which look non-compliant), Additionally there is an overflow parking lot with ~ 600 additional square feet or an additional ~ 24 spaces. The total number of spaces allocated solely for employees is unclear.

Functions: Golf Course Pro Shop, Golf Course Administration, Golf Facilities and Maintenance, Cart Storage, Grounds Maintenance, Cart Repair Shop, Restaurant, indoor/outdoor seating for restaurant, Professional Kitchen with Counter, Grab and Go Lounge area, Large meeting room used for a variety of municipal functions and meeting of a variety of sizes. Staff and Visitor Parking (and overflow parking) are also on site.



Clubhouse at Bella Rosa Golf Course



Red & Green Flags Summary:

Below is an overall summary of red & green flags for the Downtown Parcel.

Each profiles red & green flags can be reviewed in more depth on pages 62-65.

Red Flags Summarized

- Parking is beyond capacity
- Without expansion projects, spaces will not meet future needs
- Accessibility to clubhouse and around site needs improvements to meet ADA standards
- Storage is limited
- Shade is limited

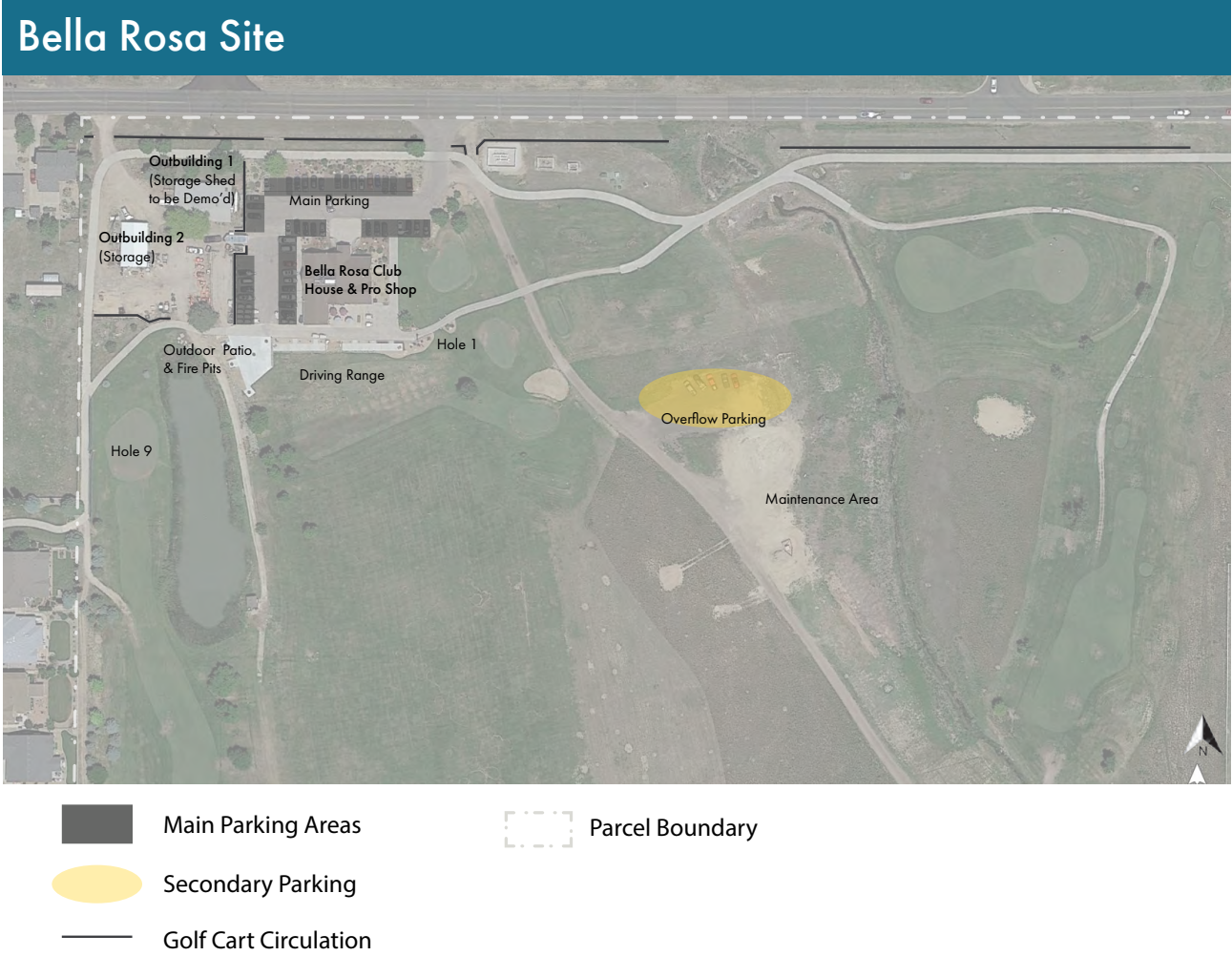
Clubhouse Covered Patio



Green Flags Summarized

- Revitalization of the course and clubhouse since coming under the ownership of the Town has allowed for Bella Rosa to become a successful community amenity
- Expansion underway will allow for larger program capacity in pro shop, patio, dining space and course maintenance shop
- Expansive views to the south and southeast create an attractive destination for golfing, dining, and events.

Bella Rosa Site Existing Conditions



Bella Rosa Site Public/Pedestrian Access



- Employee Entrance
- Public Entrance
- Pedestrian Circulation
- Parcel Boundary
- Handicap Accessible Motorized Door
- Handicap Accessible Designated Parking Space

Bella Rosa Site Vehicle Circulation



- Vehicular Circulation
- Utilities/Services Circulation
- Golf Cart Circulation
- Parcel Boundary

Bella Rosa Golf Club, Areas of Notice

Red Flags

- Currently there is a limited amount of parking on site, and parking fills quickly and fills up early. Additional overflow parking is a distance away, and the number of ADA parking spaces are limited as well.
- Accessible routes into the building and throughout the site could be improved. Landscaping and walkways are not well planned, and often lead to inaccessible access (no ramp). Proximity accessible parking space is limited to the front entrance of the building only.
- Storage is limited, and not well sited for guests to access fleet.
- Shade is limited, trees are immature and few.



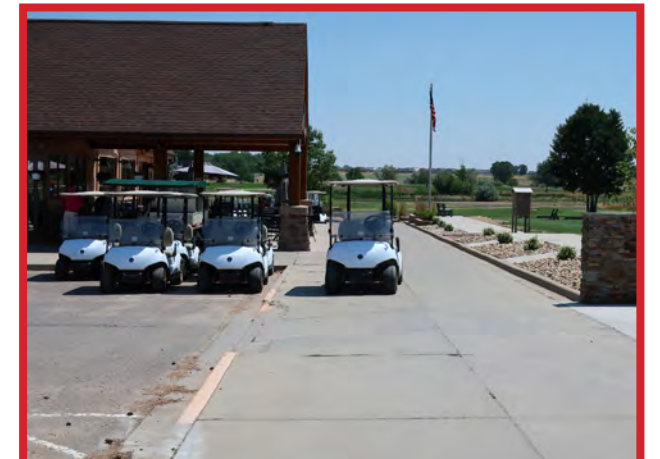
ADA Access is limited



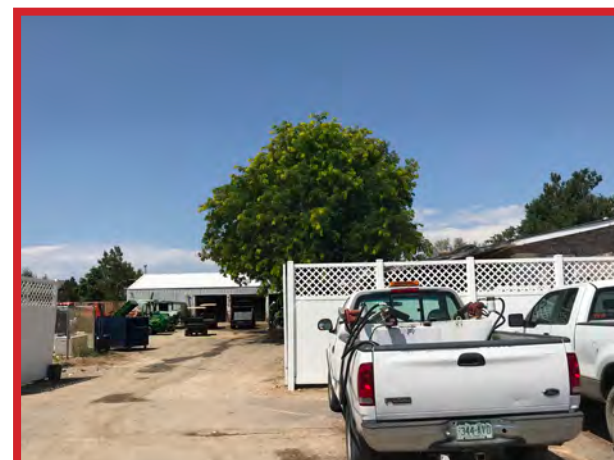
Parking is at Capacity



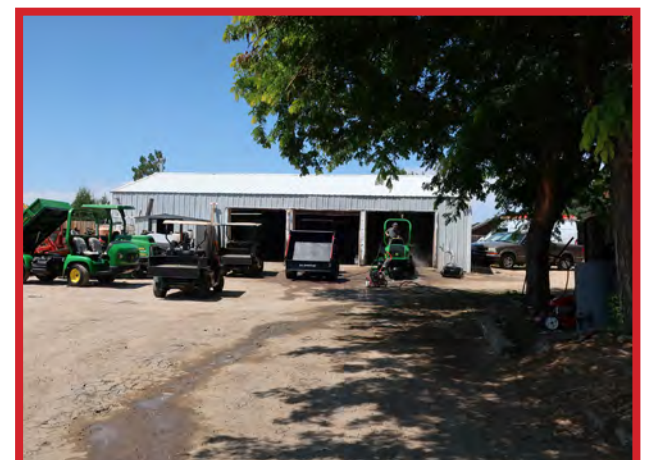
Limited Shade



Fleet Access is Poor & Leads to Obstruction



Maintenance Area is Poorly sited to Green



Inadequate Storage for Maintenance Vehicles

Green Flags

- The site currently serves as a successful, busy, and active public amenity.
- There is desire and opportunity for expansion to further enhance the site and the use of the space is already underway. Plans will further activate the space for longer periods outside of regular operation.
- Plans are in the works for a new addition, a more up to date maintenance shed, and improved outdoor storage (including a new fleet parking for Golf carts).
- A patio space and fire pit area is already currently under construction.
- New plans for the maintenance shop will be to demolish the current maintenance facility/ house in poor condition and relocating the facility to a location near to overflow parking. This new maintenance facility will allow for repairs and cart storage in a consolidated location with easy proximity and access to the pro shop.
- Design for the new addition to the existing facility will be placed to the west and will connect to the new outdoor patio space. This new addition and demolition of the current maintenance shed will allow for a new parking lot to be located along the northern edge of the property (connecting to the existing).
- On site benefits from expansive views to the South and South-East due to the nature of the Golf Course game area.



Expansion Underway



Open Space & Views



Opportunity for Activation



New Patio / Firepit area Bays



New Golfcart Fleet Storage Under Construction



Consistent Branding

Building 3: Bella Rosa Golf Club, Profile

Location: 5830 Bella Rosa Parkway, Longmont, CO 80504

Building Size: 3827.5 SF

Current Functions:

The Bella Rose Golf Course is a major, popular recreation staple in the Frederick Community. As of 2017, the facility's operations are run by the Town. The club building contains a pro shop, restaurant, and a partitioned multipurpose space with some capacity for event catering.

In addition to a major HVAC replacement in March 2021, the facility has recently commenced the installation of a new fire pit area next to the club building, and is also preparing to move its grounds management operations further east on the site. This relocation will subsequently also allow the facility to expand its visitor parking capacity.

Departments	Current Employee No.	Future Employee No. [5 years]
Bella Rosa GC Management Full-time employees	6	+6
Total	6	12



Front (North) Elevation



Left Elevation



Back (South) Elevation



Right Elevation

Facility Timeline

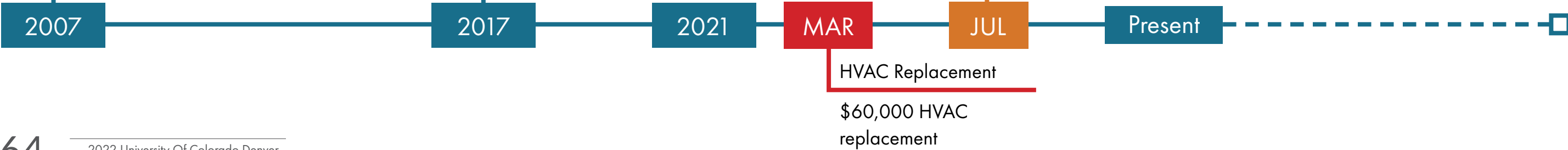
Building Construction

Construction of the golf course facility was originally commissioned by the town of Frederick. The club facility was then leased out to private ownership for management.

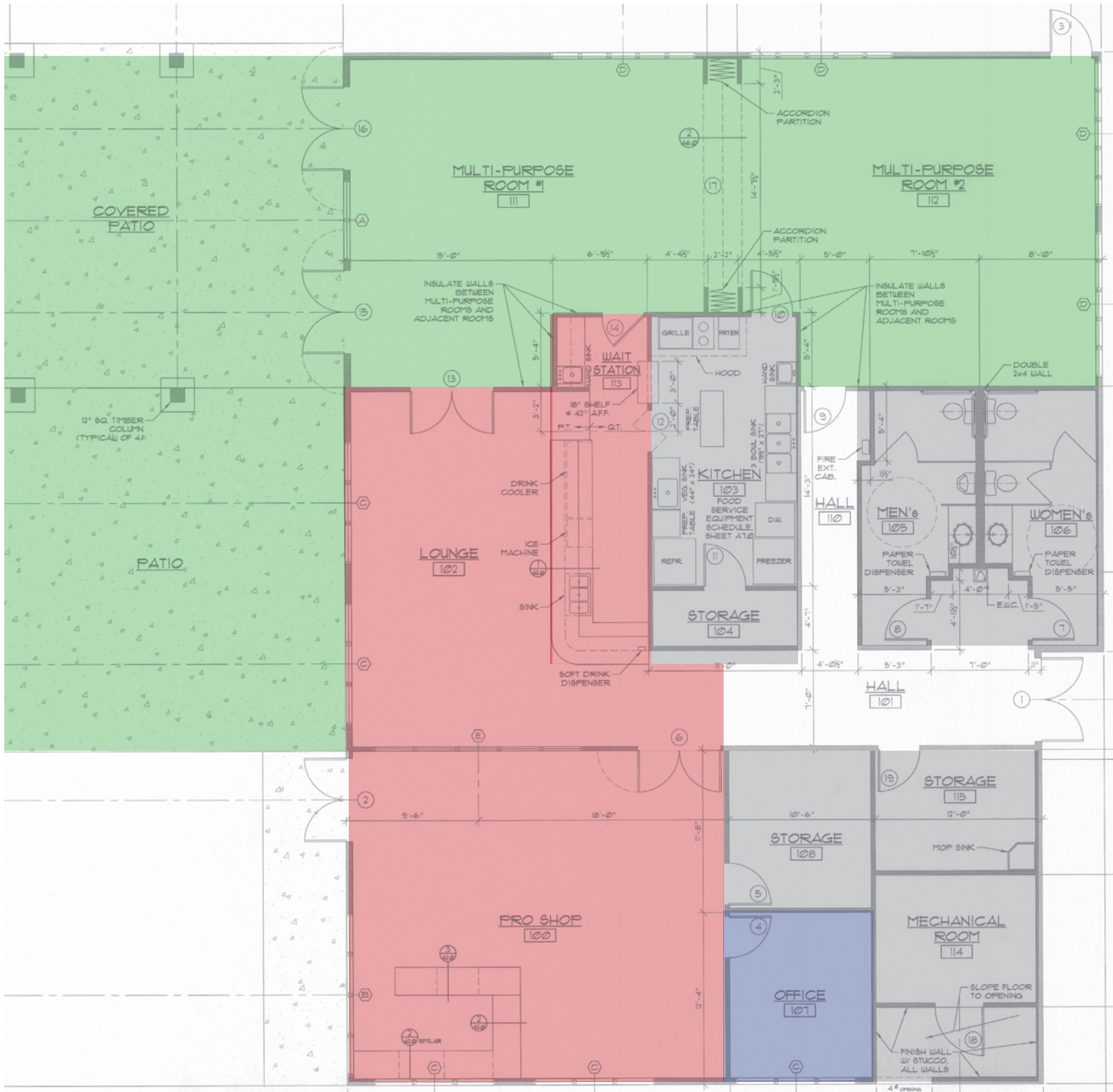
Town Takesover GC Operations

As of 2017, the town has taken over operations and management of the golf club. The facility is primarily managed by its own staff, with some assistance from Public Works for maintenance.

Fire Pit Area Construction



Building 3: Existing Conditions



LEGEND

Commercial

Administrative

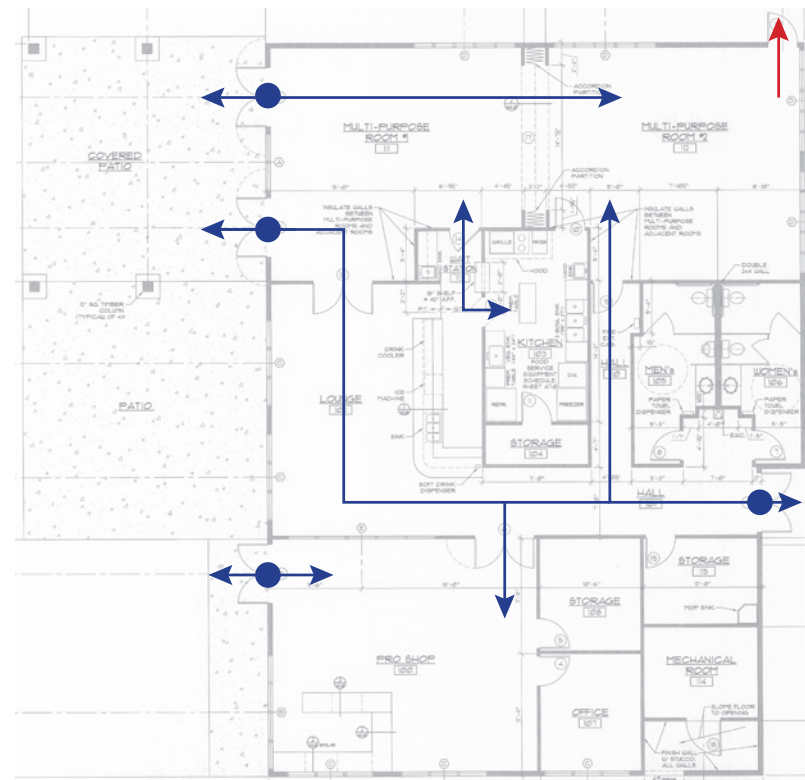
Flex Space

Utility

Building Program	Size	Occupancy
Multipurpose Room 1	-	-
Multipurpose Room 2	-	-
Lounge	-	-
Kitchen	-	-
Kitchen Storage	-	-
Women's Restroom	-	-
Men's Restroom	-	-
General Storage	-	-
Mechanical Room	-	-
Pro Shop	-	-
Pro Shop Storage	-	-
Pro Shop Office	-	1

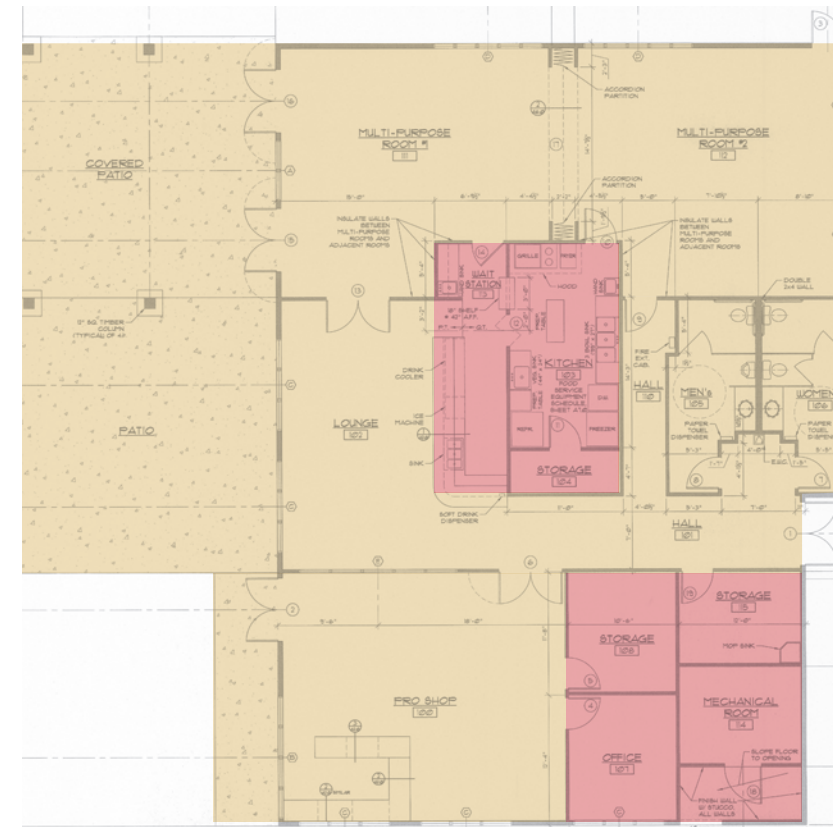


Building 3: Diagrams



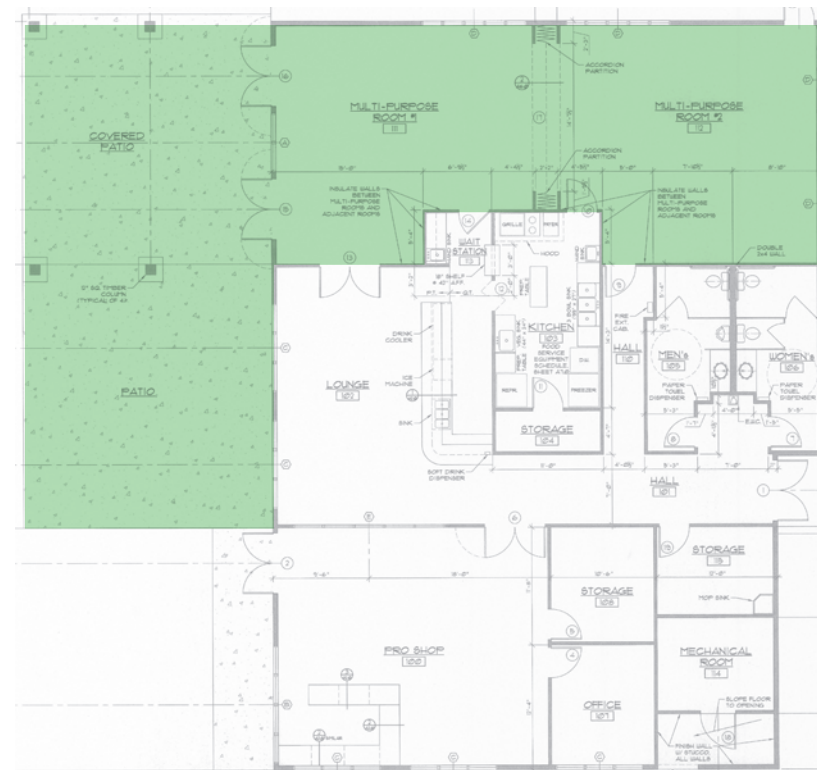
Access + Interior Circulation

- Main Entry
- Interior Circulation
- Egress

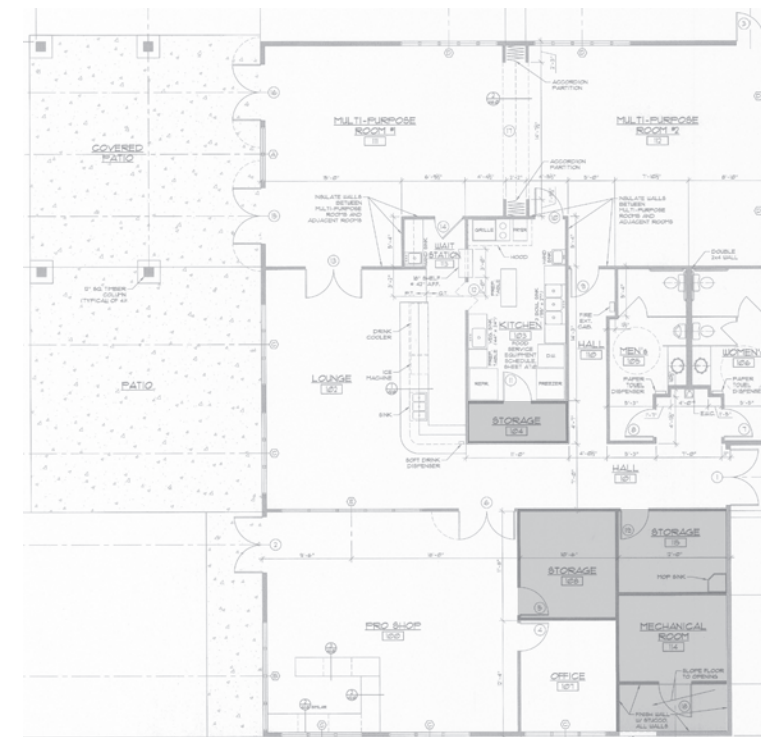


Private vs Public

- Private
- Public



Flex Space



Storage

Building 3: Assessment

Red Flags

- The current building is not able to properly host its existing management staff, and consequently will not be able to host future additions to the management staff.
- Kitchen is undersized and the club has no space to prep food for big events. The club as a temporary solution has acquired a warmer (rented, seeking to purchase) but has no space to store this equipment.
- Lack of proper storage space; small hallway between the kitchen and the entry corridor is used to store equipment, which is a major egress issue.

Green Flags

- The facility has several improvement and enhancement plans in place, with the construction work for some of these projects already underway, and plenty lined up for the near future.
- At the time of this assessment, the facility is in the process of completing the new fire pit area, and also making preparations to move their fleet maintenance space. The vacated area will be used to increase the club’s parking capacity.
- The GC is also presently in the process of evaluating the possibility of a second building addition. This addition would be directly adjacent to the current club building in the east lot. The addition would be a 2-story that would contain banquet/event spaces, a kitchen for event catering as well as office spaces for management staff.
- The club will also be commencing some minor interior renovation work to the pro shop, to add cabinetry in the space to create more storage and a display area for goods. There is also a future plan to expand the club building’s kitchen space into an adjacent hallway.

Score Analysis

The club building is given a Condition Score of 2 and it is fairly well maintained overall. However, it is worth noting that the facility recently underwent a massive HVAC replacement project. The facility was given a Needs Score of C as it is very apparent that the facility is not meeting the needs of current staff - drawing particular attention to the lack of office space as well as kitchen for the facility to provide proper catering functions for larger events. Furthermore, opportunities for interior improvement work are rather limited. Through future projects such as the second building addition, we can expect some flexibility and shifting of spaces.



Exterior Storage



Kitchen



General Storage



Hallway

Facility Assessment Score		
Condition Score	2	Adequate. The building is in relatively good condition; needs minor improvement work.
Needs Score	C	The facility does not meet the needs of the department, and cannot accommodate growth/ improvement work

Additional Notes:

The club currently has a permanent fleet of 25 carts, with an additional 14 to 16 carts on rental. The club will be incorporating these rentals into their permanent fleet in the future and will need to expand their existing cart storage space by approximately 1.5x to accommodate the expanded fleet.

CHAPTER 3 RECOMMENDATIONS

- Survey Results Overview
- Overall Phasing
- Downtown with Sub-Area - Plans & Phasing
- Public Works - Plans & Phasing
- Bella Rosa - Think Tank Studio Plan
- Parks - Plans & Phasing



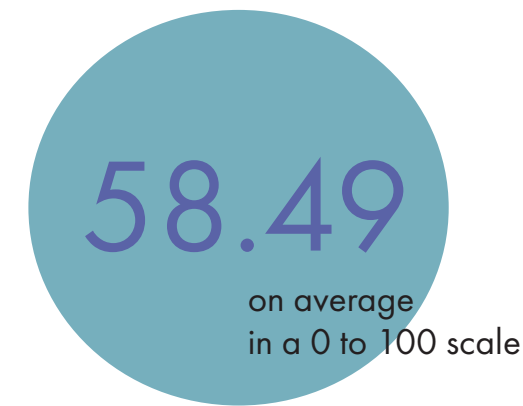
Workers Survey

The Town of Frederick values the input of its employees in the process of planning and prioritizing Town facilities in Frederick. The worker's survey sought to learn about the workers and the workspace needs.

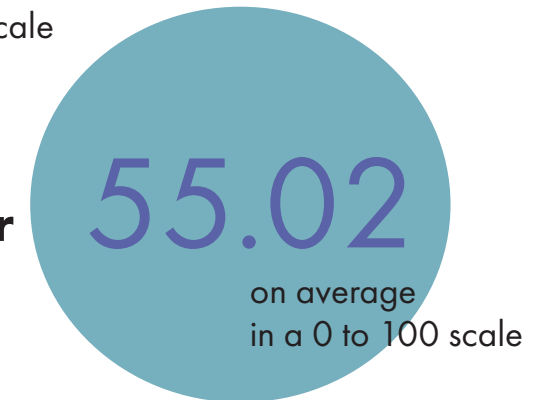
The survey was designed in an online format and sent via e-mail to collect the input of most workers. After collecting 77 responses in three weeks, the data was compiled to reference this plan's recommendations.

This part of the report shows the compiled survey results.

"How ideal is the location of your facility to perform work duties?"



"Does your current workspace meet your needs?"

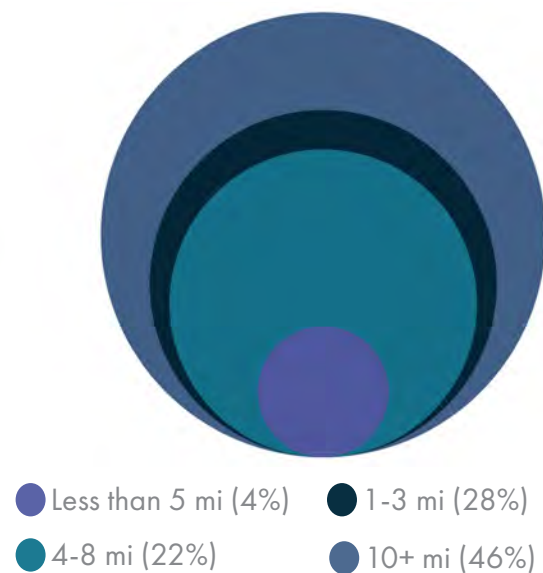


These numbers show the need to restructure and reorganize current spaces.

Workers profile

77 total respondents

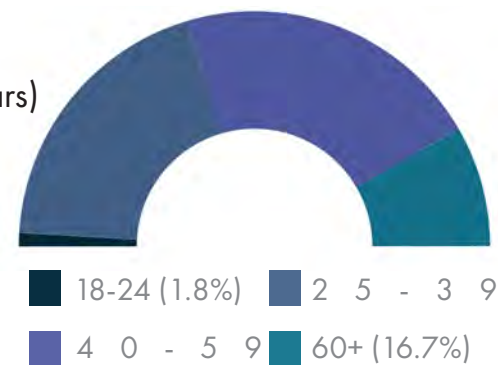
Home distance from workplace



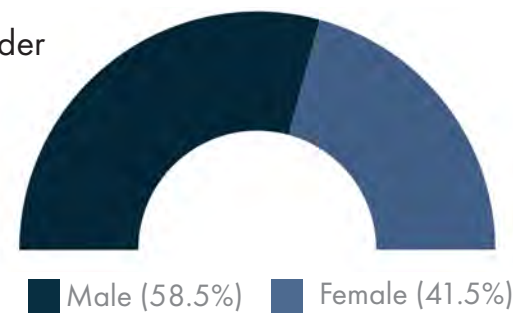
46% of employees live more than 10 miles from work, and 46% say parking is not adequate at the primary workplace.

There is a need for more parking.

Age (years)



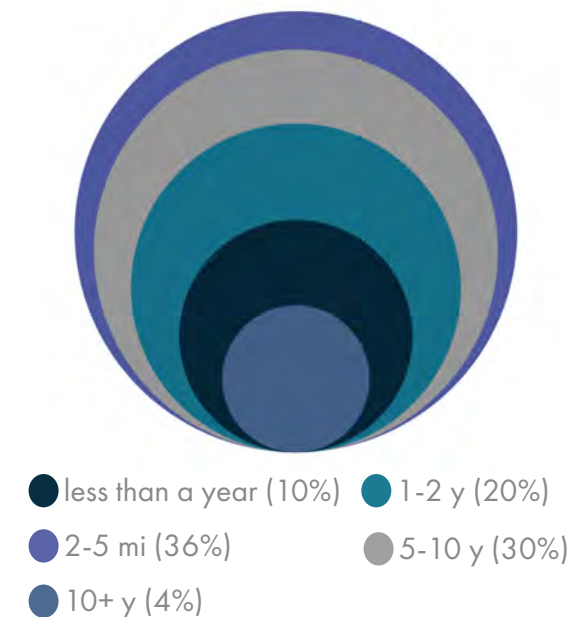
Gender



Employment profile

92.73% respondents work full-time

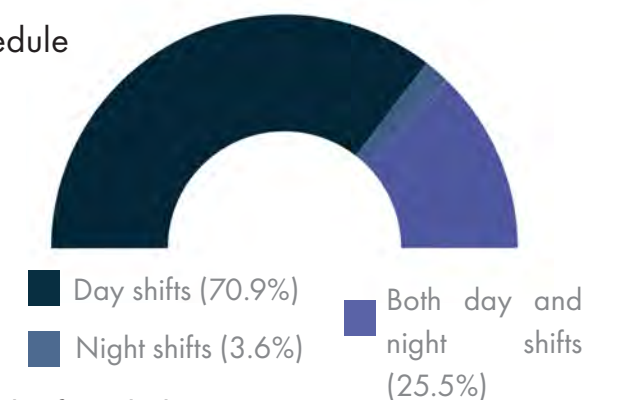
Time of employment (years)



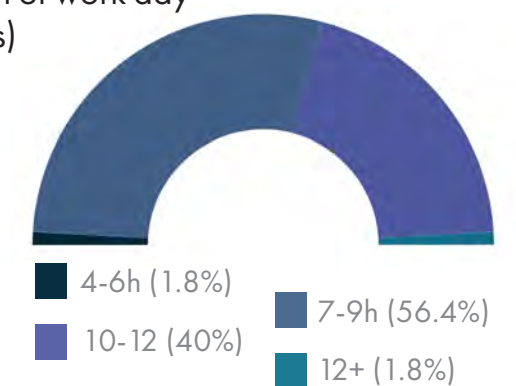
Workers are in the facilities both day and night, and long hours.

There is a need for security and wellness concerns.

Schedule



Length of work day (hours)



Workers Input



52% don't have adequate storage for job-specific equipment.



77.4% say departments lockers room aren't adequate.



69.4% need access to conference room, and 30.2% don't find a conference room easily available.



60% don't have a place to decompress at work during hard work days.



54% of employees want more sustainability options in the workplace.



46% say parking is not adequate at the primary workplace, and 28% would use other means of travel to get to work (e.g. bike, carpool).

Overall Suggestions and Needs:

Facility's needs:

- More office spaces
- More storage spaces
- More conference rooms that fit the departments needs
- Flexible spaces
- Shared workspaces
- Private spaces or offices
- Adequate lockers room
- Clear and secure separation from general public
- ADA accessible
- Efficient use of space and room for expansion

Parking needs:

- More parking both for public and private use
- Bike storage

Suggestions:

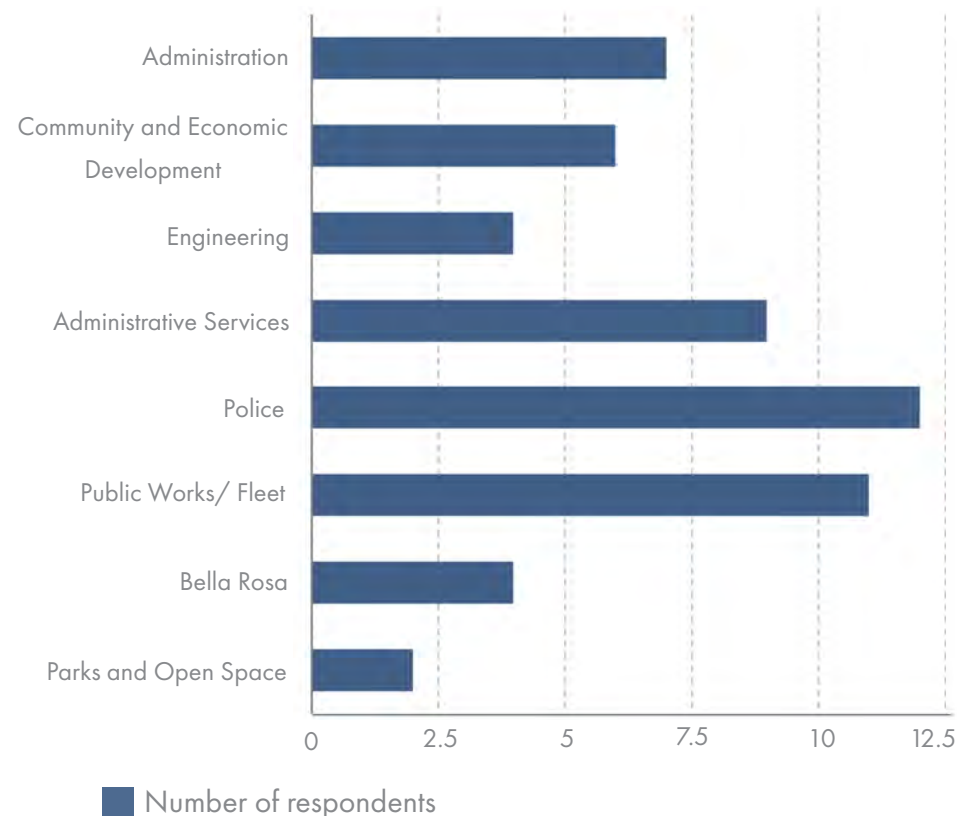
- Address sustainability concerns (e.g. recycling bins, renewable energy, compost, bottle fill station)
- More wellness opportunities both indoors and outdoors (e.g. break rooms).

Amenities:

Percentage of employees that wish for the following amenities:

- Printers & office supplies: 100%
- Whiteboards: 100%
- Projectors: 83%
- Snacks/ coffee station: 86%
- Informal common areas with comfy seating: 100%
- Standing desks: 93%
- Work booths: 86%
- Large project desks: 86%
- Informal conference rooms: 48%
- Art: 24%

Specific needs by department:



Administration, Administrative Services, Community and Economic Development, and Engineering:

Suggest that departments should be closer together for better collaboration; need IT capability to support remote work.

Police:

Need secure parking for patrol vehicles; and better access to major roads. This department has the lowest rate of workplace capacity to meet employees' needs (33 on average).

Public Works/ Fleet:

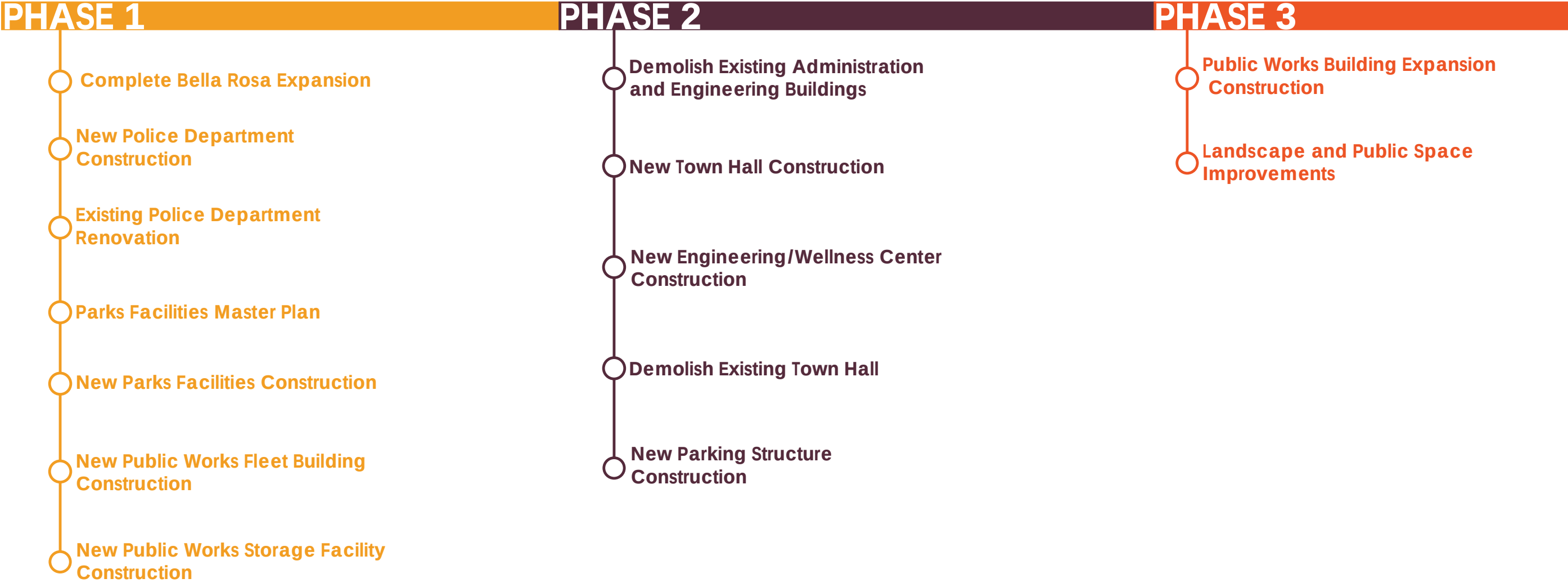
Would like a designated wellness space within the parcel.

Parks and Open Space:

Need a dedicated facility for the department.

Big Moves





Downtown Preferred Design

PROGRAM

NEW TOWN HALL

~ 30,000 SF
Administration
Communications
Community & Econ Develop.
Administrative Services
Board of Trustees
Town Clerk
Town Manager
Conference Rooms
Flex Meeting/Workspace
Storage Total 8,000 SF

RENOVATED POLICE STATION

~ 6850 SF
Existing Storage
Administrative Offices
Municipal Court
Holding Cells
Sally Port

ENGINEERING / WELLNESS CENTER

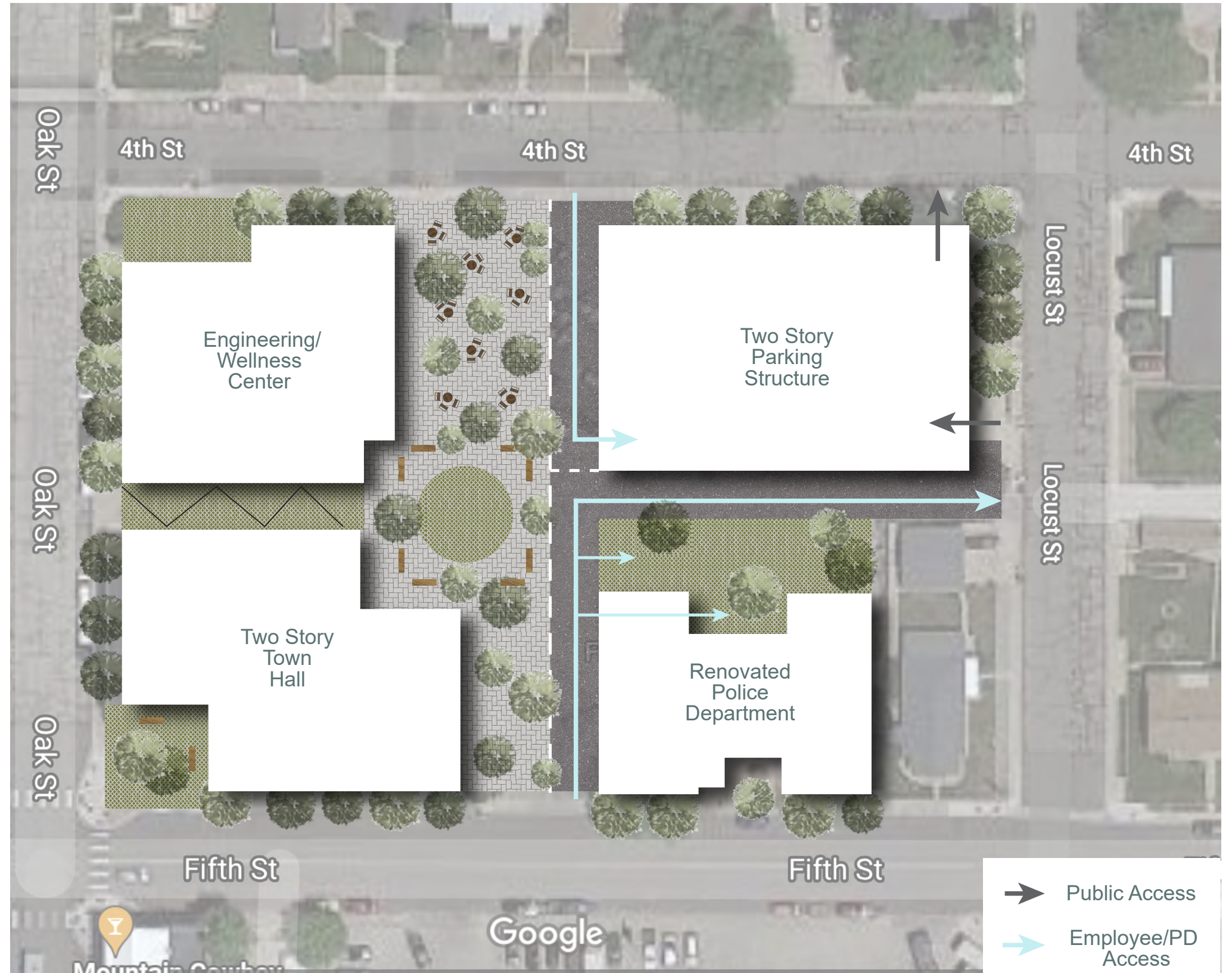
~ 20,000 SF
Engineering Services
Flex Meeting/Work Space
Rest Pods
Break Room
Fitness Center
Storage 2,000 SF

PARKING STRUCTURE

~ 35,000 SF
115 Parking Spaces

OUTDOOR SPACE

~ 20,000 SF
Public Entry Plaza
Public Courtyard/Park
Wellness Center Outdoor Space
Cafe



Downtown Recommendations

Overall:

- Re-Develop the downtown parcel with infill development to compliment adjacent businesses and current zoning and create a vibrant and interconnected campus.
 - o **Facilities:** Consolidate Facilities into two larger, more efficient, and cost-effective buildings and retain the police department (demolish the Town Hall, Administrative, Engineering, EMT, Wellness Facilities).
 - Efficiently combine departments for optimal site utilization and collaboration.
 - o **Design:** Create additional public and private indoor and outdoor spaces. Enhance and emphasize existing town character by building upon Frederick's material palette.
 - Improve security through clear division of public and private space.
 - Create inviting and activated public plaza and inclusive public realm with transparent entrances (Consider safe lighting, Universal Design and incorporate ADA accessibility).
 - Sustainable: Incorporate sustainable elements such as solar panels on the roof, solar-powered outdoor workspace, inclusion of local and renewable materials, natural daylighting in facilities, water-wise planting, and electric vehicle charging. Obtain LEED certification.
 - Implement placemaking strategies and amenities.
 - Incorporate architecture that welcomes people to the site and emphasizes and reinforces FRED's welcoming nature and small-town character.
 - Invest in outdoor amenities that allow workers and the community to feel welcome (shade structures, benches, tables, landscaping, art, settings for concerts, movies, workouts, and games) etc.)
 - o **Circulation:** Improve vehicular and pedestrian site circulation with separate public and private entry points.
 - Introduce new parking garage with adequate space for employees and the public, provide alternative transit options (including bike storage/parking).
 - Designate parking spaces and entrances for employee vehicles.
 - Incorporate hourly public Parking
 - o **Collaborate:** Increase opportunity for economic development. This might include space for vendors, coffeshop, food or amenities for workers and visitors.

Police Department:

- Fund a new, appropriately sized centralized police station off-site from the downtown parcel.
- Retain and Renovate existing Police Facility to serve as a downtown substation.
 - o Improve locker space, office space, and keep municipal court.
 - o Increase entrance security, secure definition of public and private.
 - o Relocate items to storage at new facility, maintain training room and incorporate small gym.
 - o Separate and secure booking and minimal evidence storage. Optimize sally port and temporary holding cells.

Engineering:

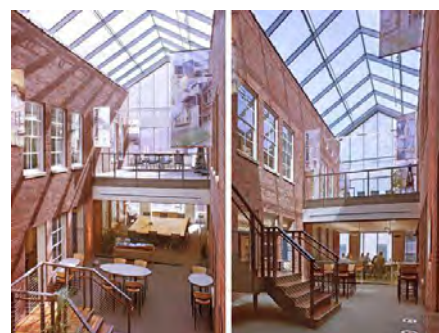
- Build new consolidated Engineering Building and demolish existing engineering building.
 - o Include shared workspaces, increased office space, and flexible meeting space, and secured storage space.
 - o Optimize access to work vehicles and equipment access to new facility.
 - o During interim construction designate workspace at sub-area facility.

Wellness and EMT:

- Demolish existing wellness house and EMT building, construct new Wellness Center in combined new Engineering Facility.
 - o Introduce huddle and nap pods, rest spaces, public flex community room, locker rooms and showers, gym.
 - o Improved air circulation, daylighting, thermal comfort, indoor/outdoor connection.

Town Hall:

- Construct a new facility to house the Town Hall and consolidated departments. Demolish existing Town Hall and Administration Buildings.
- Combine Administration, Administrative Services and Community & Economic Development departments within new Town Hall building:
 - o Addition of new office space, shared workspace, and storage.
 - o Include new break room, locker room, and restrooms.
 - o Include variety of adaptable, private/public meeting spaces of varied sizes.
 - o Meet LEED/WELL building standards: improved daylighting, thermal comfort, indoor/outdoor connection.
 - o Reallocation of necessary server equipment and storage.
 - o Clear delineation and wayfinding for public/private entry.
 - o Building entrance and plaza oriented to main street/businesses.
 - o Include "shell space" for future department expansion.



Sub Area Proposed Design

PROGRAM

NEW POLICE STATION
~ 38,000 SF

Offices
Training Room
Break Room
Conference Space
Wellness Space/Gym
Flex Meeting/Office Space
Evidence Storage 3,000 SF
Additional Storage 3,000 SF



Sub Area Parcel:

- Construct new, large, centralized police station to accommodate for 30-year growth.
 - o To include large locker rooms, break room, evidence storage space, general storage and overflow storage, adequate offices and workspaces, large training room.
 - o Daylighting, thermal comfort, sustainable design, and wellness/overnight rest space/gym within.
 - o Flexible meeting and training rooms.
- Add secured covered parking for fleet vehicles.
- Include satellite/flex offices/conference rooms for engineering and other departments, especially during downtown construction.





PHASE 1

- New Police Department
- Existing Police Department Renovation

PHASE 2

- New Town Hall Construction
- New Engineering/Wellness Center
- New Parking Structure

PHASE 3

- Landscape and Public Space Improvements

Public Works Preferred Design



Overall:

- Improvements should enhance security and accessibility
- Protect and maintain all equipment left outside from the elements (hail, sun, snow, etc).
- Create shared outdoor break area(s) with adequate shade and seating.

Public Works:

- Move Parks and Fleet out of Public Works facility.
 - o Increases space and storage for PW.
- Expand and Renovate Existing Building
 - o Covered expansion for equipment and maintenance vehicle storage (heated covered parking for snowplows), additional bays with newly installed lifts/mechanics.
 - o Increase offices, flex meeting space, locker rooms and restrooms, and general storage space.
 - o Add break room, gym, expanded locker rooms, full kitchen, and separate PPE storage room.
 - o Introduce clear division of garage and office space.
- Add wellness amenities in remodel including adequate overnight/sleep quarters, snack/coffee bar, with access to private outdoor space.
- Expanded and well-defined public/private parking. Including increased ADA parking and secured employee parking spaces.
- Improved outdoor private space.
 - o Comfortable seating, shade, expanded patio, grill and tables, landscaping (privacy and comfort), bike storage.

Fleet

- Add a new fleet building to increase workspace and storage. Including adequate office space, garage bays, and parking.



Public Works Phasing



PHASE 1

- New Public Works Fleet Building Construction
- New Public Works Storage Facility Construction

PHASE 2

PHASE 3

- Public Works Building Expansion Construction

Other Ideas Explored

Potential Zone for Police Department (Option #2)

Pro:

- Plenty of space available.
- Would allow for one to use the land that is already developed (Public Works).
- More central location than existing site.

Con:

- Not as accessible in terms of efficiency both on site and within the overall town of Frederick.
- Limited opportunity for future expansion and growth.
- This site does not display the Police Department, which minimizes their presence in the community.



Preliminary Discussion on...

GREENFIELD DEVELOPMENT.

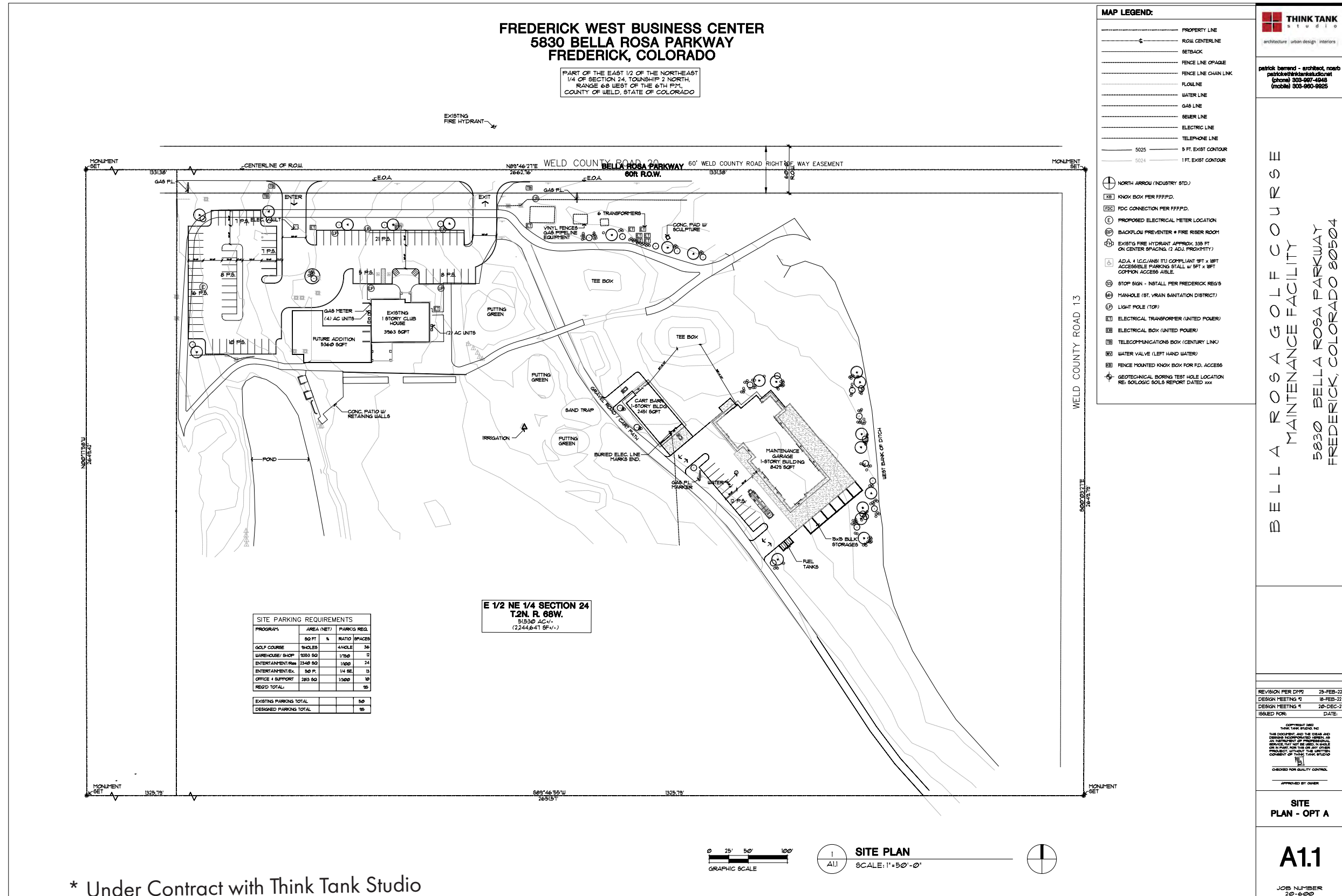
“The opportunity to relocate all facilities in a specific area”

Pro:

- Blank slate approach to development.
- More space for horizontal development (potentially).
- Potential income off sale of existing downtown parcel.

Con:

- Town already owns a large continuous piece of land in the heart of the community.
- Not Prime, Central location.
- Increased cost of new property purchase plus build out and added infrastructure costs.
- Not on main street or adjacent to any existing businesses.
- No contextual character or existing FRED character.
- No history or small-town feel.
- Limited funding available.
- Controversial.
- Challenging to access with pedestrians and bicycles.





Overall:

- Relocate Parks to new facilities at FRA and Centennial Parks.
- Identify zones within the overall parks master plan for additional storage, offices, and shared workspaces.
- Create a parks Master Plan to identify further needs and opportunities.

FRA:

- Identify potential zone for additional facilities and access.
 - o Include shared storage for fleet vehicles and equipment.
 - o Additional entry off main road.
 - o Locker room and storage rooms.
 - o 3-4 offices.
 - o Flex meeting space.
- Proceed with individual park master plan.

Centennial:

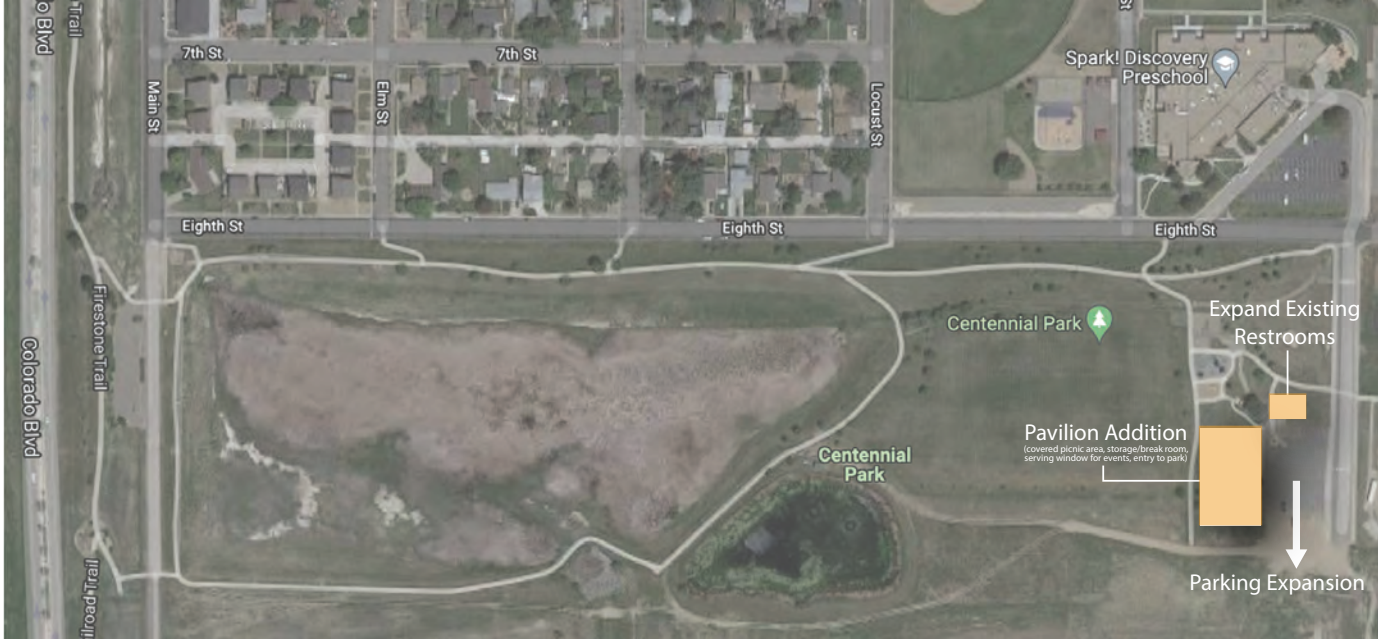
- Identify potential zone for additional facilities.
 - o New, heated event and mower storage/field house.
 - o Expand accessible restrooms.
 - o New public plaza with picnic tables and shelter, with concession stands.
 - o Enhance playground facility.
 - o Expand existing parking and add new ADA parking.
 - o Flex meeting space.
- Proceed with individual park master plan.

Golf:

- Collaborate with the Parks department for shared facility at FRA.



Parks Phasing



PHASE 1

PHASE 2

PHASE 3

- Parks Facilities Master Plan
- New Parks Facilities Construction



CHAPTER 4

APPENDIX

- Case Studies (*explored but not listed* - Louisville, CO - comparable in size and similar Town Hall concepts are being proposed)
- Survey Results (Overall)



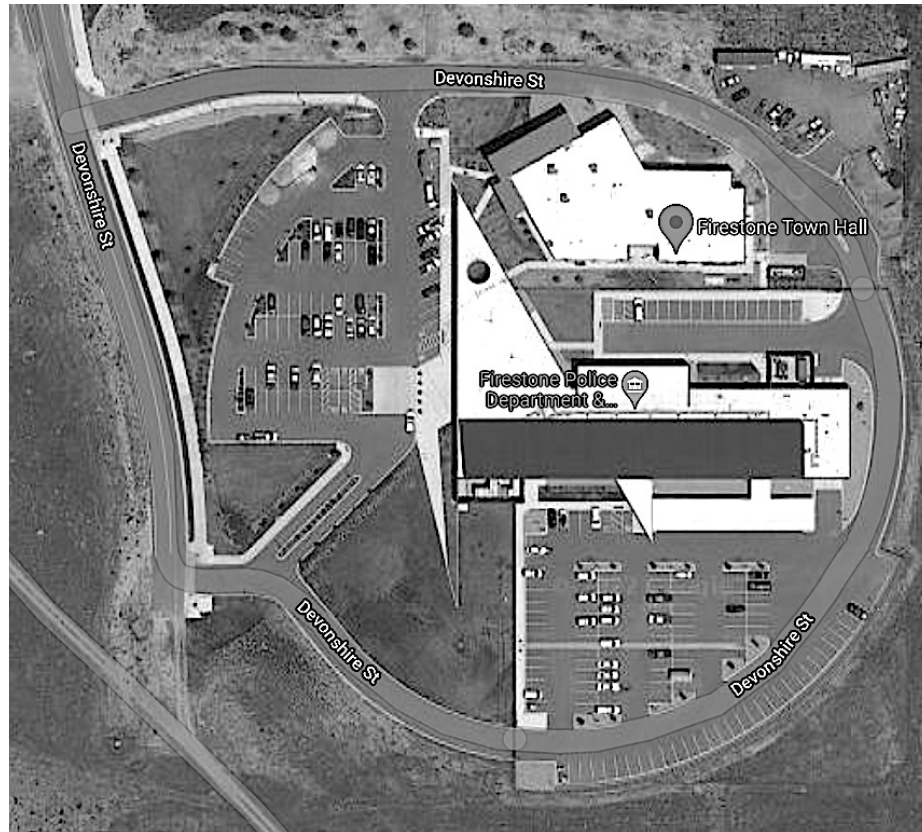
Timnath Town Civic Center / Community Center
4750 Signal Tree Dr, Timnath, CO 80547
Completed June 2019, Project cost \$7.2 M.



Timnath has a population of 4,500 (2020) and is located in Larimer County. It is neighbored by the City of Fort Collins to the west, the Town of Windsor to the south, and the Town of Severance to the east. The Town is convenient travel distance via I-25 to Denver, 56 miles to the south. Timnath's projected growth is a population of 12,000 in the next 10-15 years. Similar to Frederick, surrounding context includes a mix of residential, commercial, and agricultural land uses.

The town outgrew its former facilities and expects to continue to grow. The Civic Center / Community Center project (Phase 1) is 14,250 sq ft on 2.07 acres and includes shared public/employee parking, pedestrian access on all sides, vehicular access from North and West (round about and parking entrances). The Poudre Fire Authority and Administration Building (Project Phase 2) is also located adjacent to the south. 68% of space is considered public. The project includes: central entrance for community and employees, and is separated into two wings (the east wing considered the "public" side of the building, and south considered the "private". Amenities and programs include Council Chambers, multipurpose rooms, staff offices, conference rooms, and secured entrances. Classic Colorado materials were used (native stone, timber, and siding that plays homage to the agrarian history and surrounding area).

Town of Firestone



Firestone Town Hall: 9950 Park Ave, Firestone, CO 80504
Project Complete: Fall 2021, Project Cost: estimated \$1.5 M and \$1.7 M



Firestone has a population of 13,165 (2020) and is located in Weld County. It is located along the I-70 corridor (formerly a rail corridor). The town features numerous parks and open spaces, including St. Vrain State Park. The Town of Firestone is located on the northern edge of the Denver-Boulder metropolitan area along I-25, midway between Denver and Fort Collins, east of Longmont. Firestone's project growth is growing 7% annually. Overall, Firestone has experienced substantial growth. Between 2000-2010 the town experienced a 431% population increase due largely to low taxes and new housing developments. Since 2010, population has increased by another 61%. Similar to Frederick, surrounding context includes a mix of residential, commercial, and agricultural land uses.

The project was identified in the Town's approved 2020 Budget and Capital Improvement Plan. The facility is located just north of the Police Department & Municipal Court Building, on the Central Park property. The facility houses Town offices that include: Administration, Finance, Human Resources, Planning & Development, Economic Development, Public Works and the Town Clerk's Office. The facility includes large public parking to the West, with an additional private parking for the Employees on the rear side to the South, and a less formal parking lot to the North; there is separate pedestrian and employee entrances on the West and South, with vehicular access from the north via Devonshire St. which routes in a circle around the shared parcel.

The former Town Hall facility could no longer meet the existing staffing needs (7,778 sq ft). It was built in 1999 when at the time the town population was 1,800 people. The project was identified in the Town's approved 2020 Budget and Capital Improvement Plan. Total Funding was completed through: 1) In 2017, voters approved a 0.6% sales tax to fund the construction of Police Department & Municipal Court Building, voters then approved 2A to expand this to include construction, operation, and maintenance of town facilities (without raising taxes). 2) In 2019 the Board of Trustees approved Ordinance 952, a financing plan with Chase Bank to approve COPs for capital improvements in Town Hall & Public Works and in 2020 Ordinance 980 for additional COPs and refinancing (neither of which resulted in tax increases), and then 3) Colorado Energy/Mineral Impact Assistance Fund (EIAF) awarded in 2020.



Bennett Town Infrastructure Improvements / Water Tower / Town Hall, 207 Muegge Way, Bennett, CO 80102
Completed date n/a, Project cost \$22 M total (Infrastructure package unclear total facility buildout for Town Hall alone).



Bennett has a population of 2,603 (2020) located in Adams County. It is located along the I-70 corridor (formerly a rail corridor). The town features 6.5 miles of walking/biking trails, 6 parks, and 200+ acres of protected open spaces. Its neighbors Watkins to the East and Strausburg and to the West. The Town is conveniently 25 mins travel distance via I-70 to Denver, 35 miles to the East. It also neighbors the Colorado Air and Space Port, 15 minutes West. Bennett's forecasted growth of 4,500 residential units in the next 15-20 years. Similar to Frederick, surrounding context includes a mix of residential, commercial, and agricultural land uses.

The town outgrew its former facilities and expects to continue to grow. The Town Hall project was part of an Infrastructure Improvements / Water Tower investment package. The project is situated on 13.3 acres and includes shared public/employee parking, pedestrian access on the southern face, and vehicular access from the East. The new Town Hall (8,500 sq ft) also includes the department offices of Administrative Services, Economic Development, Community Development, and Clerks Offices. The build includes a fully enclosed Sally Port (secured entry), community room, and shares gardens and campus space with the Charles Muegge House (c 1913, now a Historic Museum & Park). The Muegge House also hosts the Chamber of Commerce and Bennett Community Food Bank. The shared outdoor space with Muegge House is notable because the town received a Grant for funding the gardens, public art sculptures, and native grass cultivation. Also notable a Community Recreation Center (run financially independent by the Bennet Parks & Recreation District) is located South-East within the same parcel. The new build was designed by D2C Architects, uses a Rigid Frame metal building system (from Varco Pruden Buildings) and was constructed by Lefever Building Systems.

Town of Hudson



Hudson Town Hall: 50 S Beech St, Hudson, CO 80642
Completed 2009, Project cost n/a.



Hudson has a population of 2,691 (2020) located in Weld county. It is directly West of Fort Lupton and Northeast of Brighton on I-76, neighboring Lochbuie to the North. It sits at the crossroads of I-76, CO Highway 52 and Weld County Road 49. Hudson's population is growing at 1.95% annually, and has increased by 24% since the last Federal Census (2010). Similar to Frederick, surrounding context includes a mix of residential, commercial, and agricultural land uses.

The Town Hall is 10,170 sq ft on 3.5 acres and is Gold LEED Certified (as of 2018). Directly South of the Townhall parcel is the Hudson Public Library on an adjacent parcel. The Hudson Marshal's office (Police Department) is attached to the Town Hall building along the South. The Town Hall also includes the following departments: Planning, Utility Billing, Recreation & Events, Records & Evidence, and other Police Department functions. The facility includes shared public/employee parking with smaller private parking for the Marshalls Department on the rear side to the east, shared pedestrian and employee entrances on the North and a private entrance to the East side, with vehicular access from the north via Beech St and additional access can be made via the Library entrance. LEED features include some water efficient landscaping, onsite renewable energy, and building energy optimization. There is little else about construction available online. Hudson overall has a projected 20 year growth of 5,665 people, as of 2018.



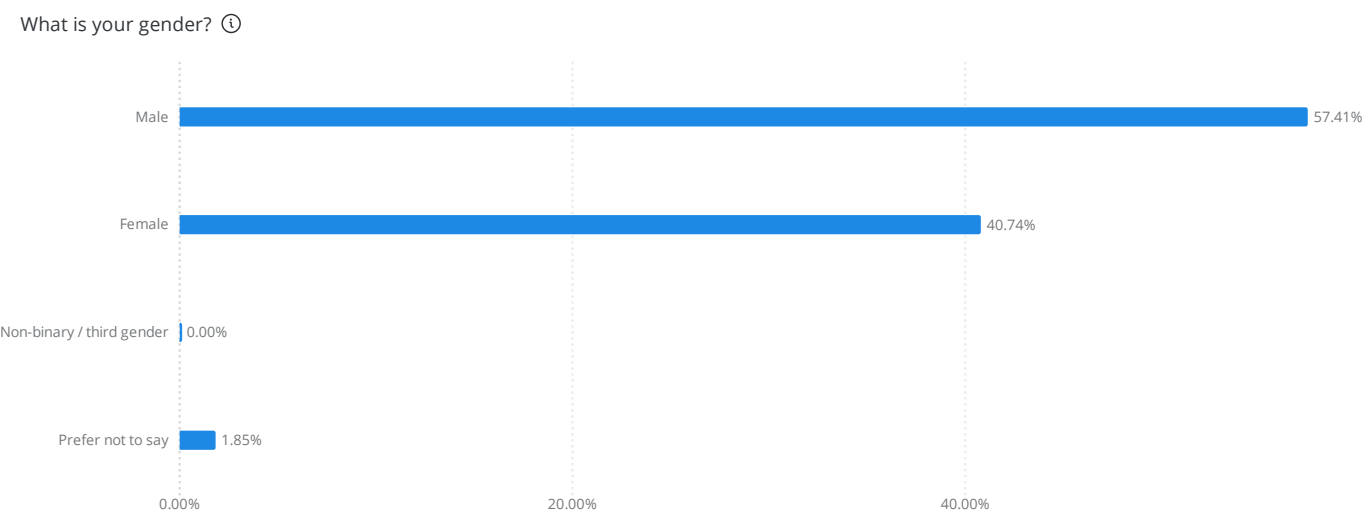
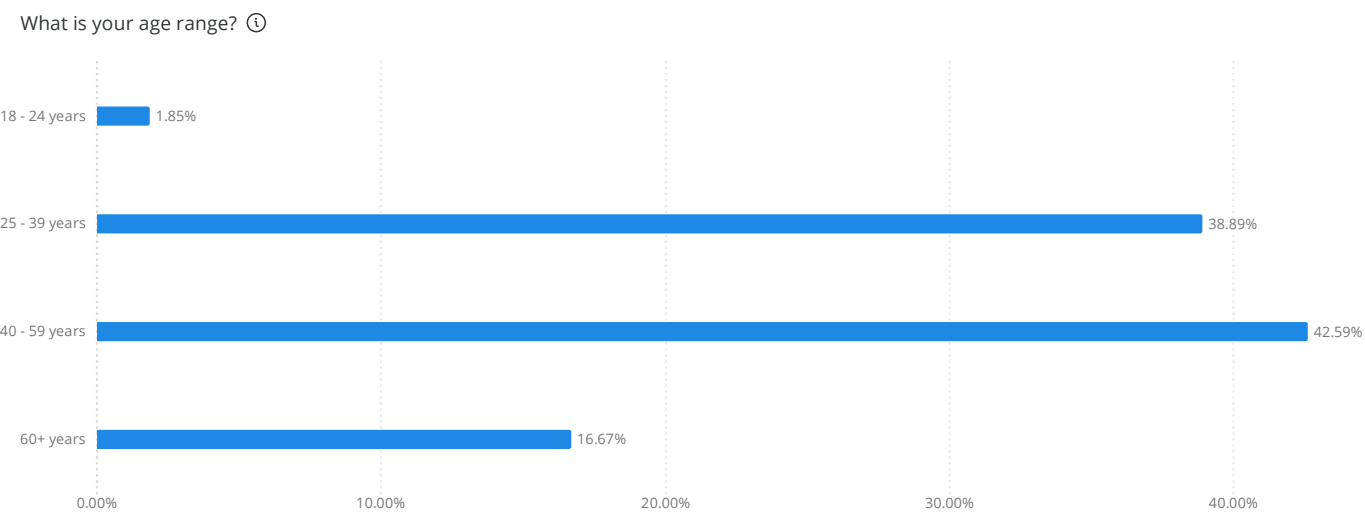
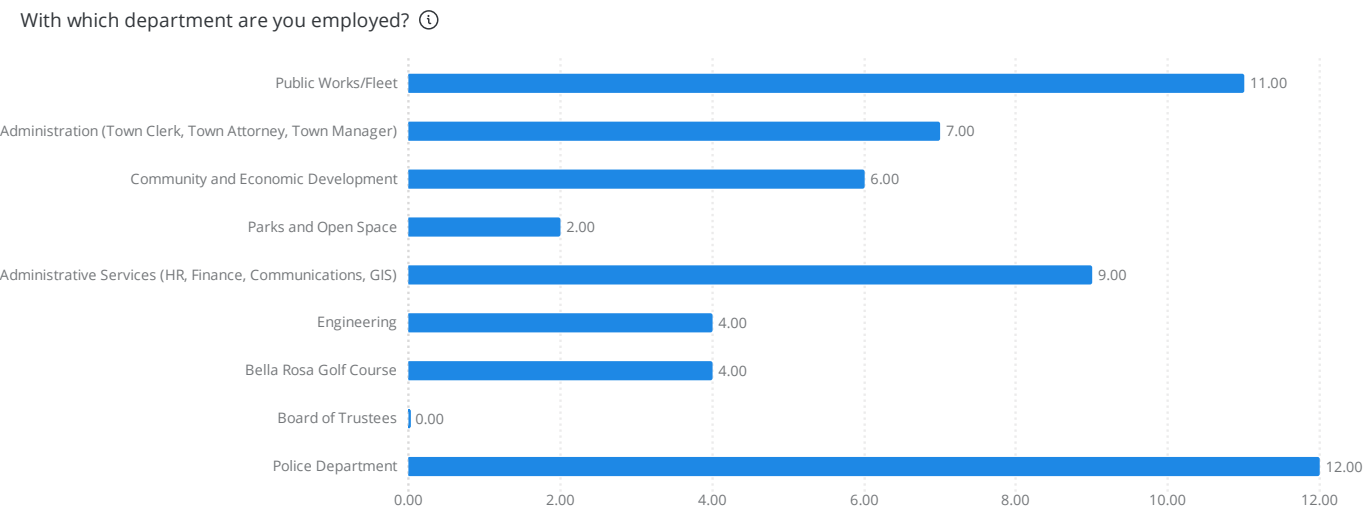
Lochbuie Town Hall: 703 Weld County Road 37, Lochbuie, CO 80603
Completed April 2016, Project cost \$4 M.

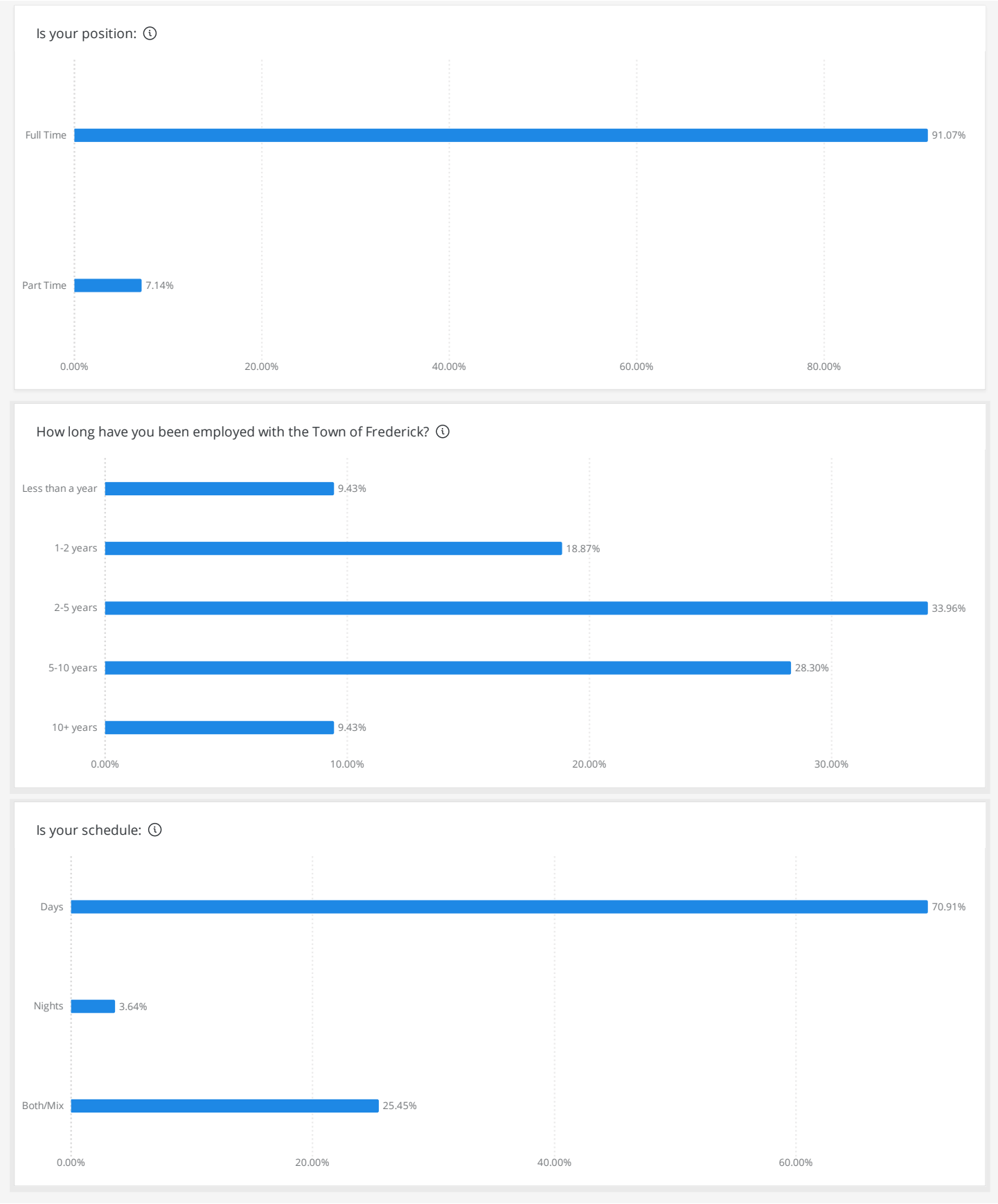


Lochbuie has a population of 6,729 (2020) located in Weld and Adams counties. The Town's main street is conveniently accessible from highway I-76, and is located 15 miles Northeast of Denver. The Town Features 6 public parks and 82 acres of designated open space. Lochbuie is neighbored by Fort Lupton to the North-West, Hudson to the North-East, and Brighton to the South-West. Lochbuie's population is growing steadily at 5%, with a total of 77% total growth since the last Federal Census (2010). Similar to Frederick, surrounding context includes a mix of residential, commercial, and agricultural land uses.

The Town Hall is 9,143 sq ft on 3.6 acres and received a DOLA Energy and Minerla Impact Assistance Grant of \$2 M (covering half the project). The Town Hall parcel also includes a Community Center, Police Department, Public Works, and the following departments: Public Utilities Department, Human Resources Department, Finance Department, Economic Development Department, Building Department offices. The facility includes separate employee parking with larger public parking, separate pedestrian and employee entrances on the north and south sides, and separate secured Police entrance. The Hudson / Lochbuie Fire district is located directly south of the parcel. As part of the Towns Comprehensive Plan, there is a vision for a Community Park on the adjacent open parcel to the East. Materiality and buildout features concrete slab-on-grade with wood framed shell, metal panels, Nana Wall, stucco, and stone veneer with native beetle-kill pine interior trim and voltaic panel lined roof. Sustainable features include stormwater drainage, native plant species, and electric charging stations. The Town Hall project was completed with architecture and design by Architecture West LLC, by RidgeTop Engineering & Surveying, and construction by Fransen Pittman (LEED Certified).

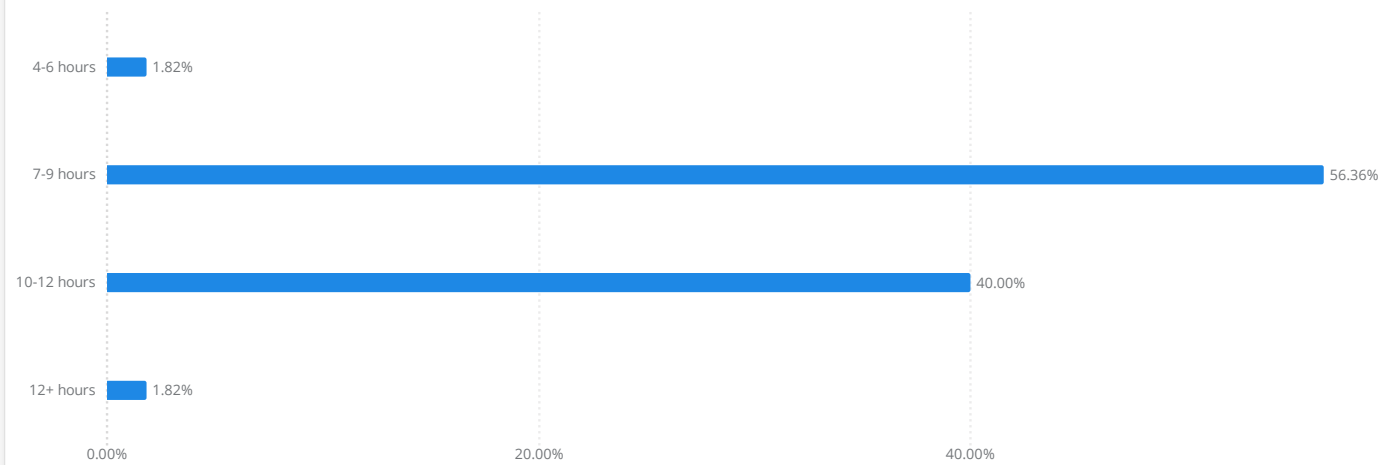
Survey Results



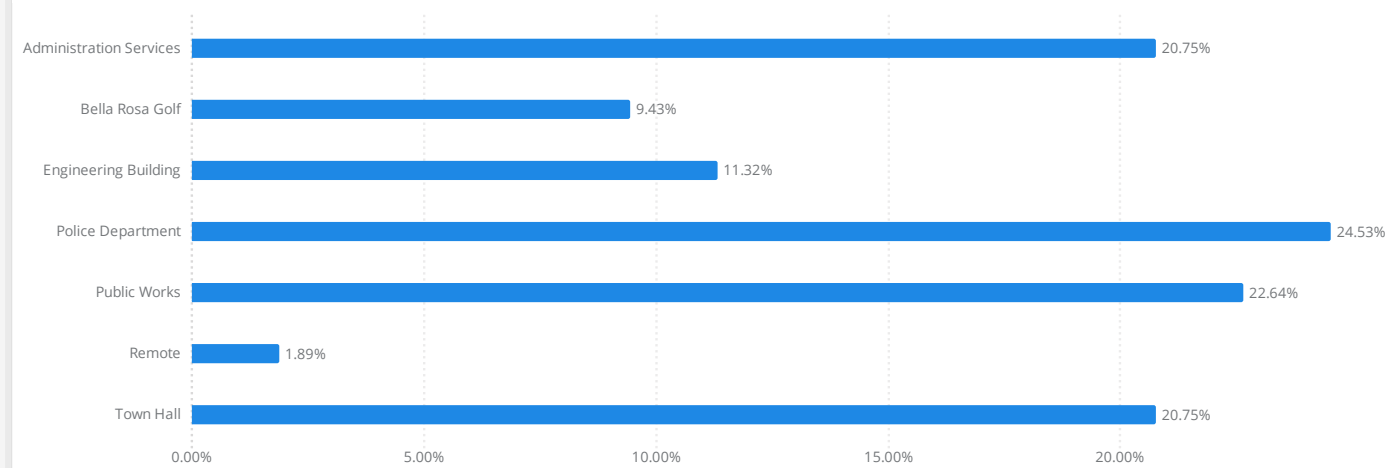


Survey Results

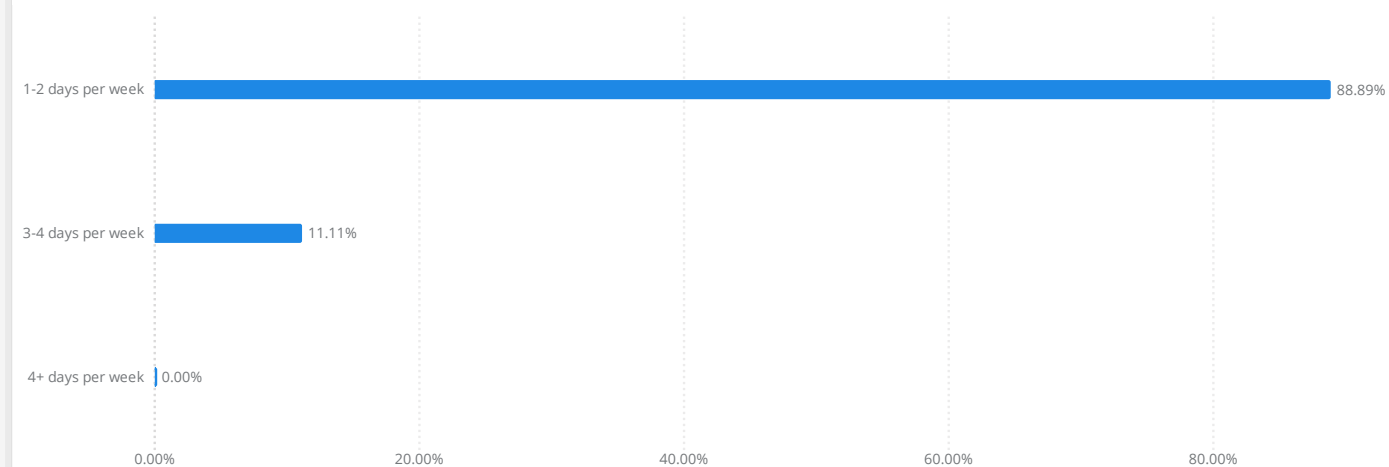
How long is your typical work day? ⓘ

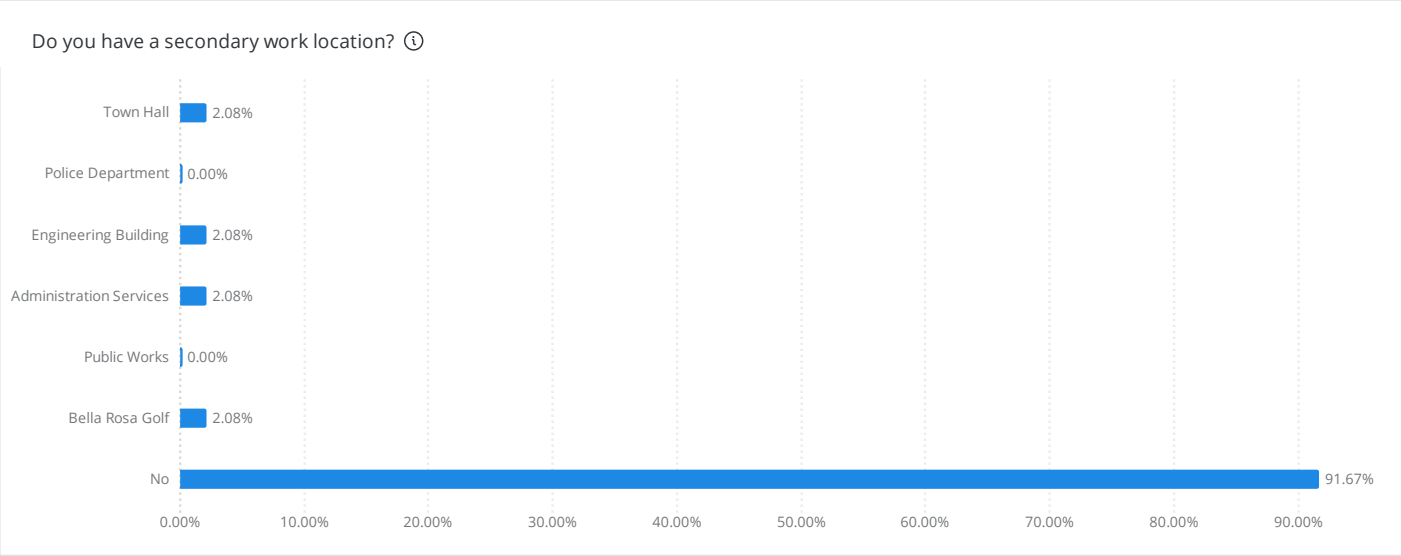


What facility is your primary work location? ⓘ



If you answered Remote, how often? ⓘ





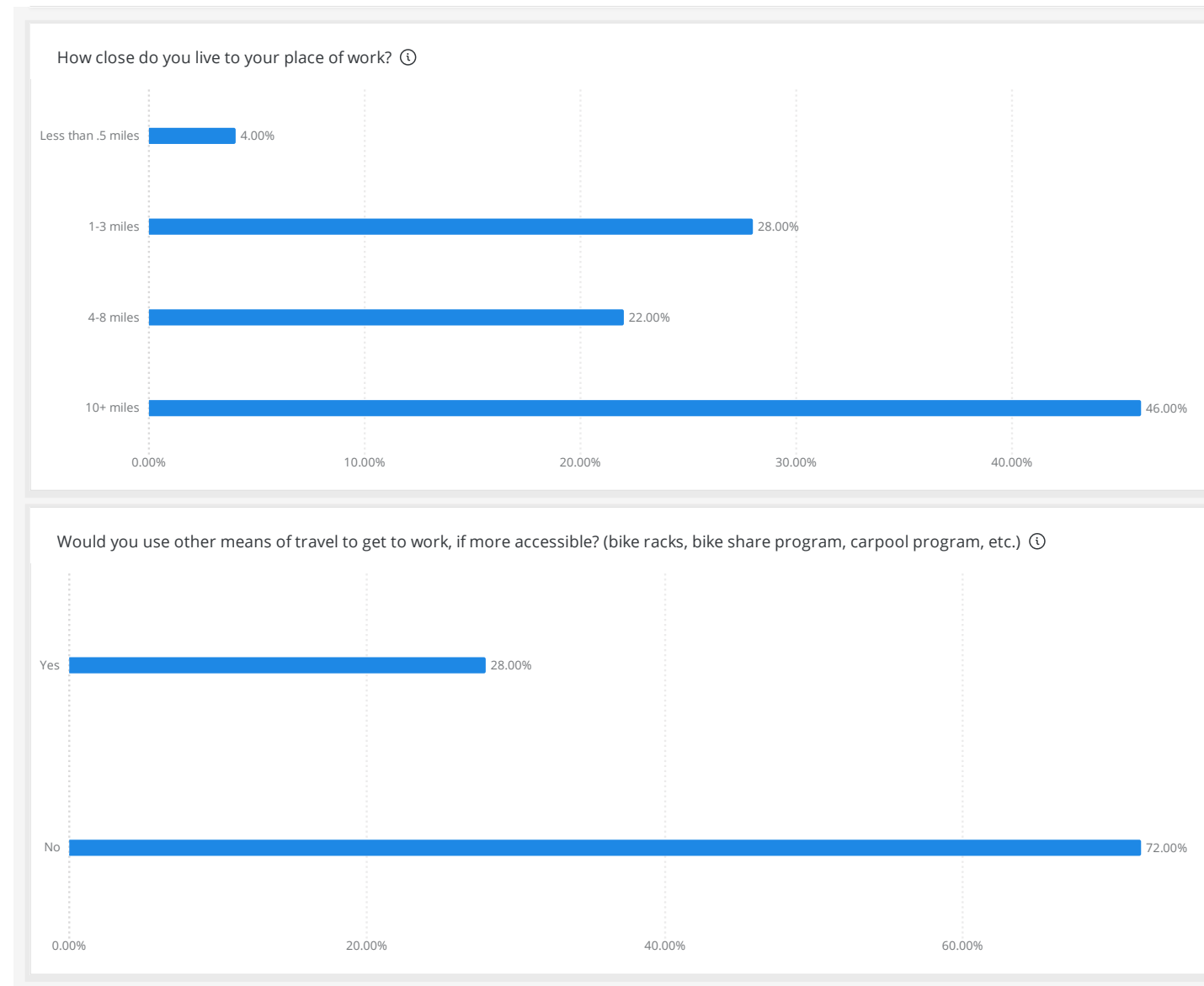
Do you have any thoughts about how facilities could be expanded spatially? ⓘ

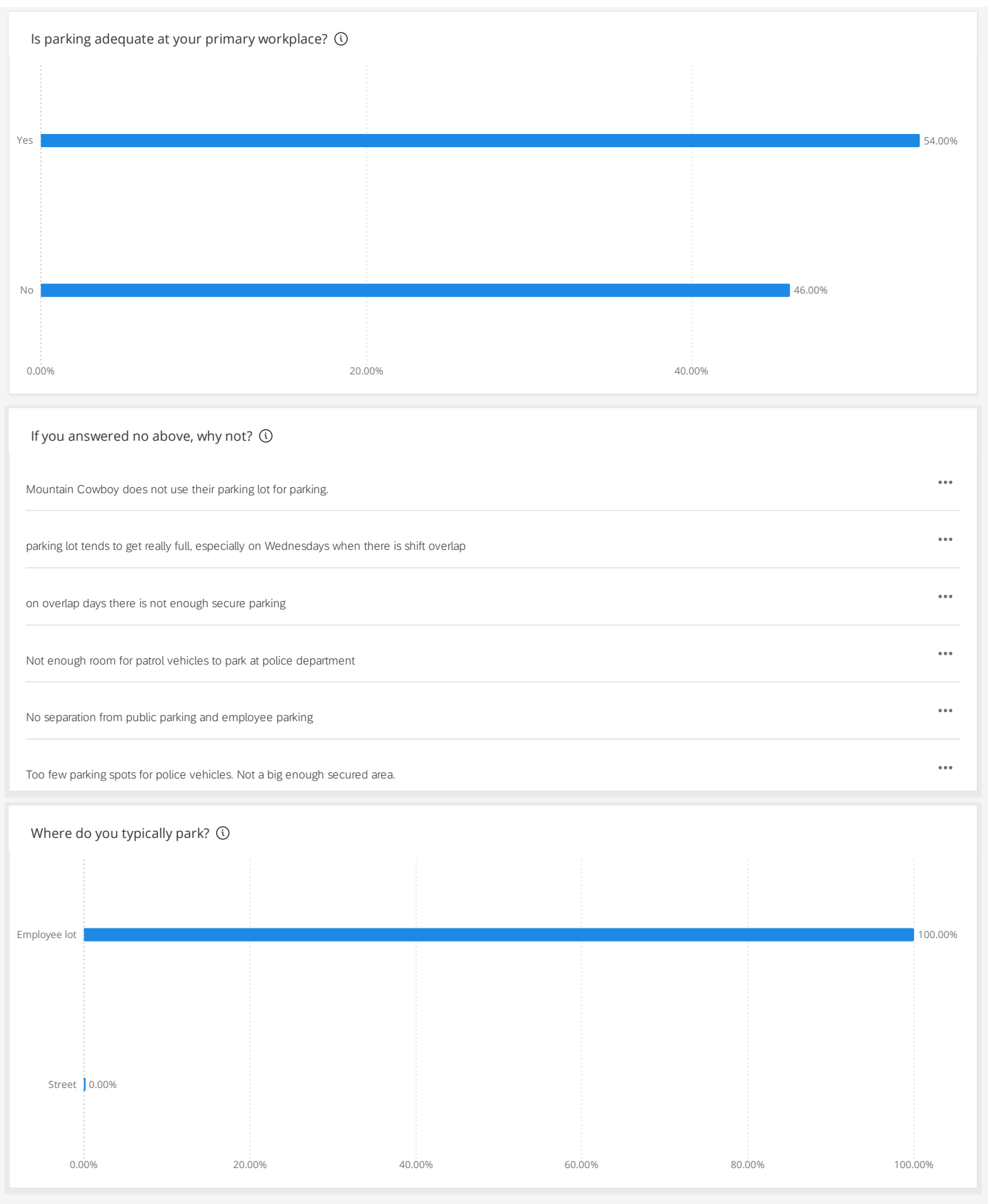
NO	...
Room for remodel in the back.	...
No	...
Need new facility due to the number of Officers	...
New build	...
We have utilized all f our space.	...

How ideal is the location of your facility to perform your work duties? ⓘ

How ideal is the location of your facility to perform your work duties?	Average	Minimum	Maximum	Count
Rate	58.49	1.00	100.00	51
Location is good. Just need facility better suited for vehicle maintenance.				...
MORE CAMERAS				...
Sharing office space with 3 other people makes it difficult to complete daily task				...
HVAC system is not balanced.				...
Considering the amount Frederick's population is expected to grow and the number of people expected to be hired within our department, we are very limited on work space and work desks. There are a few empty cubicles that we could add computers and create additional work spaces.				...

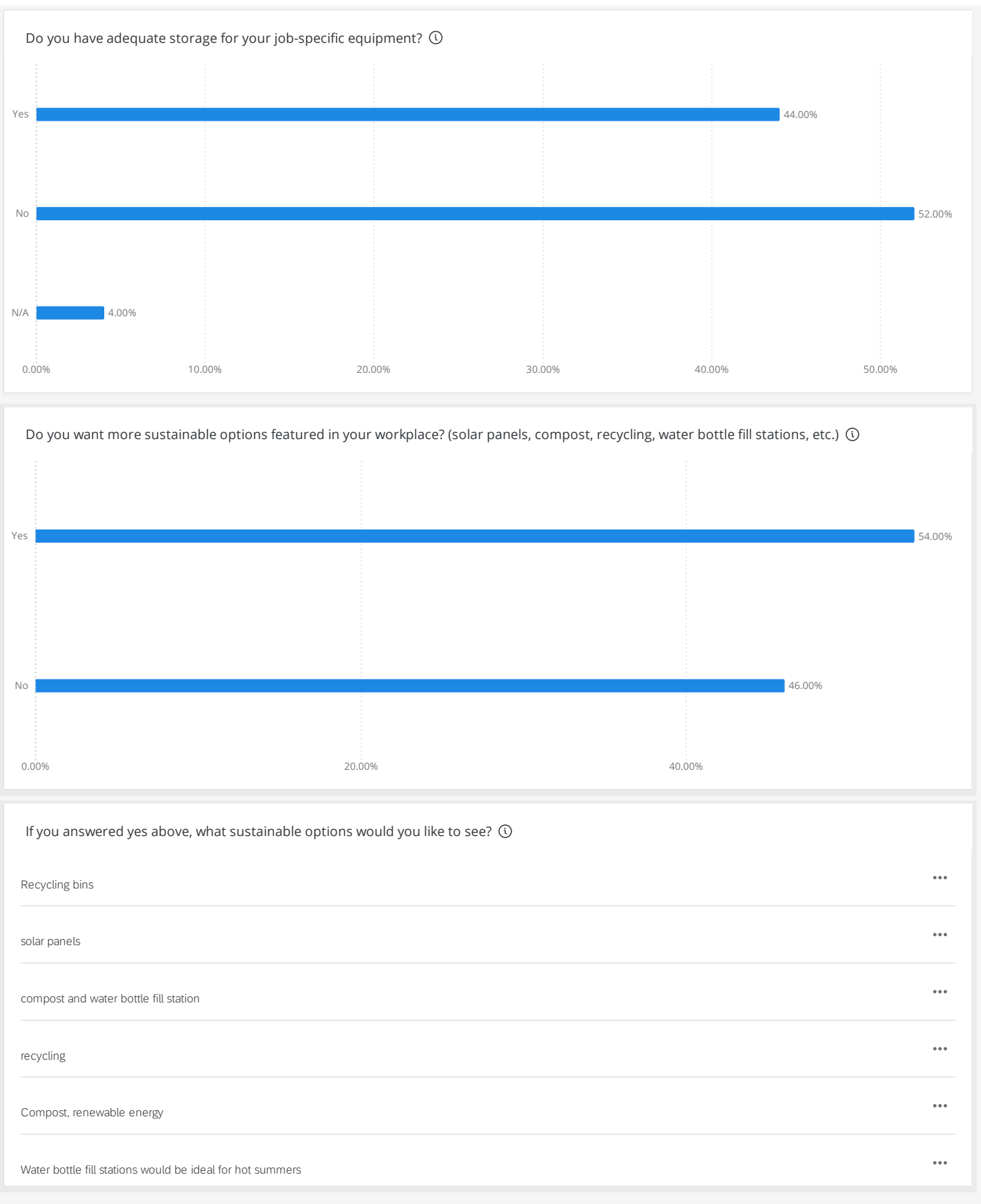
Survey Results



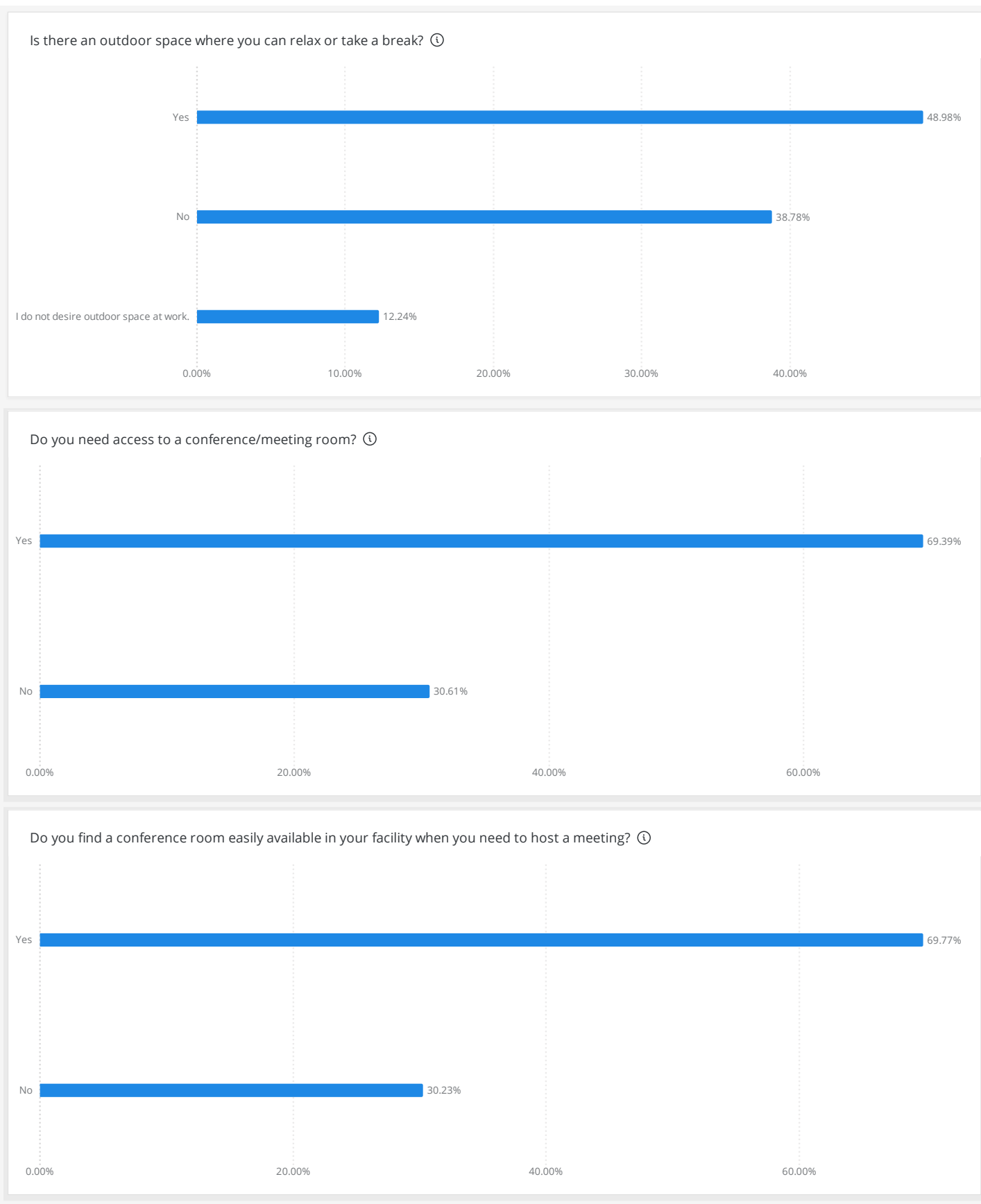


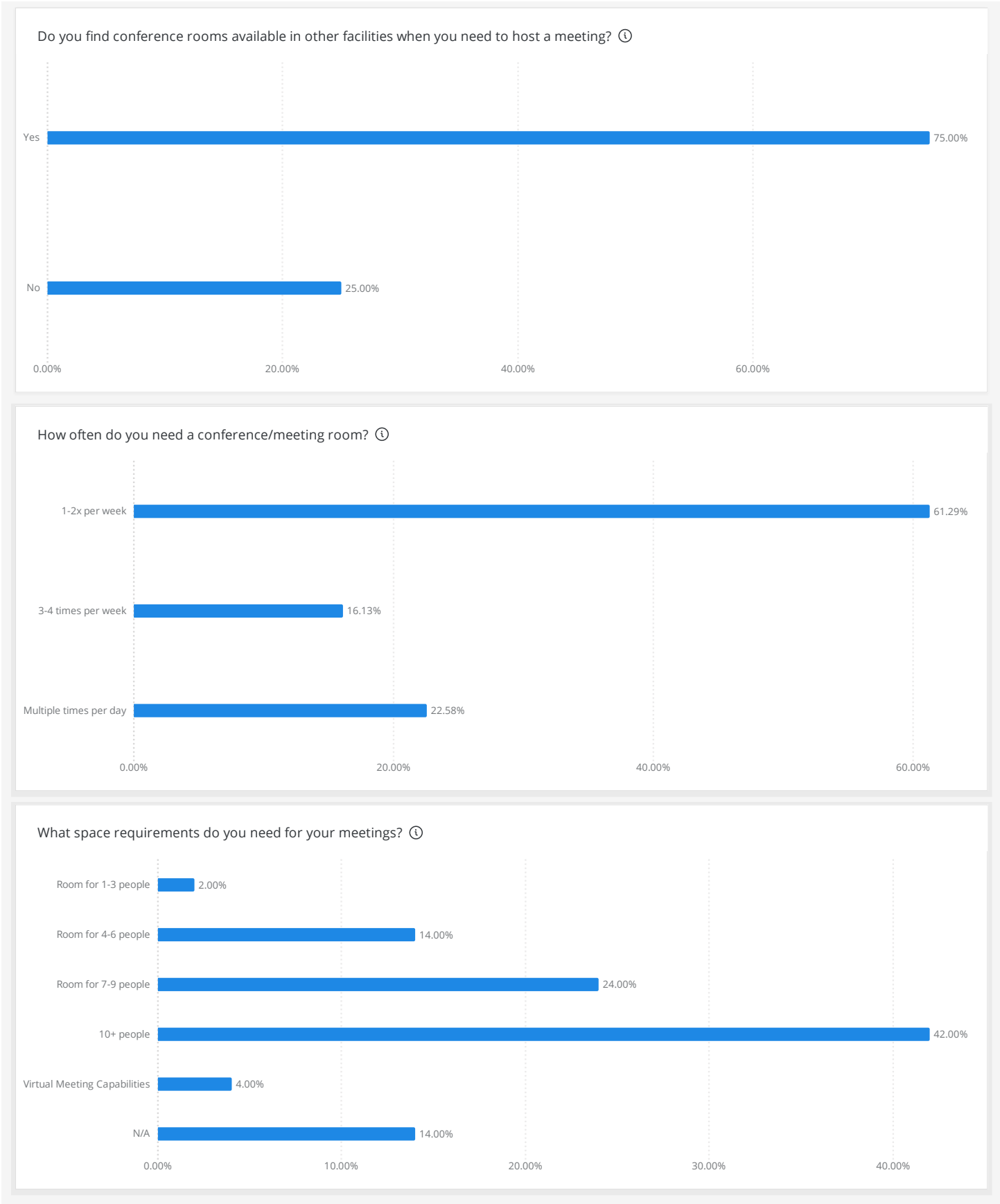
Survey Results



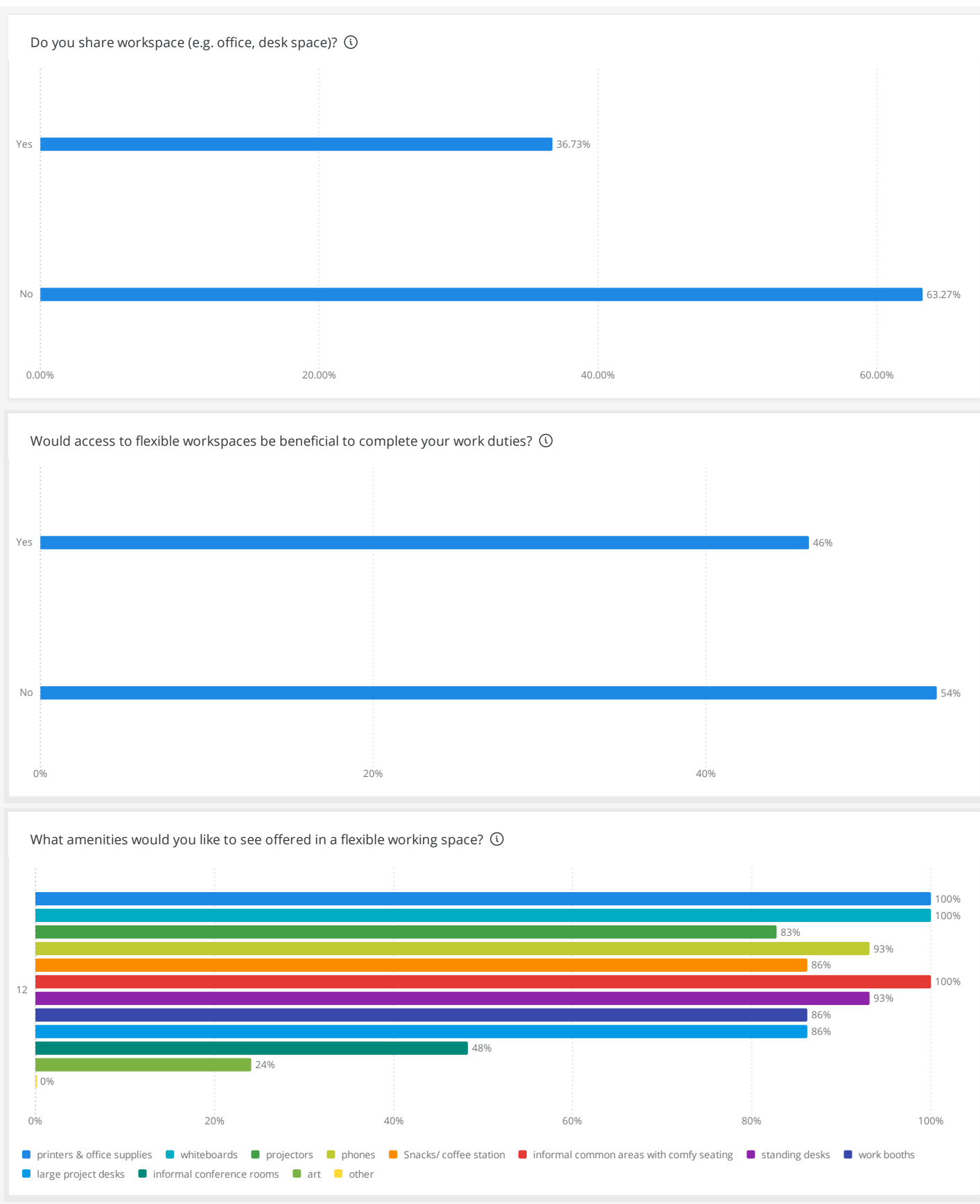


Survey Results





Survey Results



If you selected other above, please elaborate: ⓘ

printers, whiteboards, work booths, large project desks, standing desks. ...

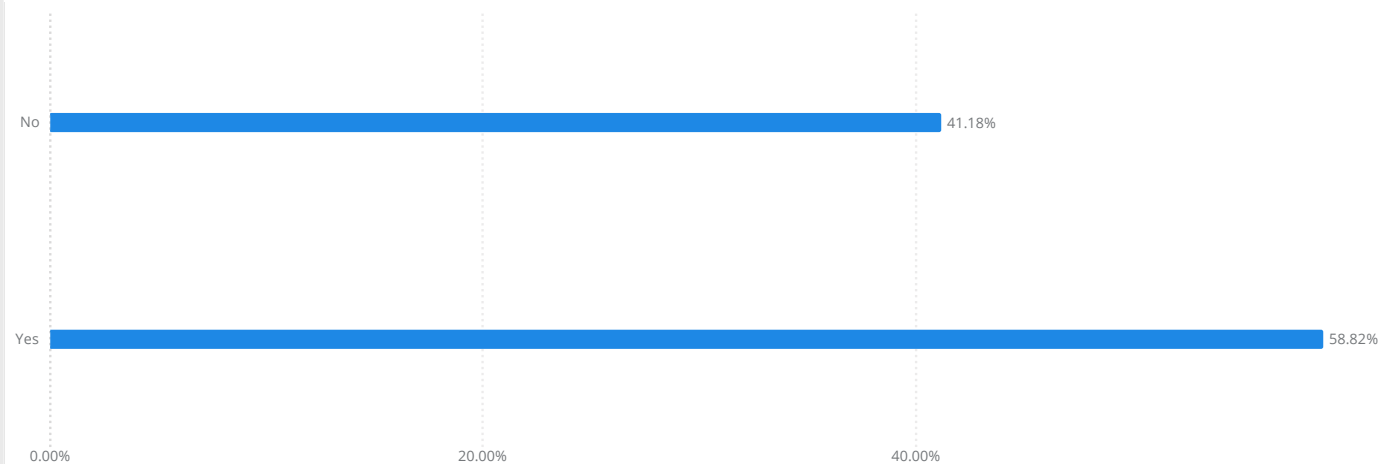
1 printers & office supplies ...

"above" did not let me select anything. whiteboard, projector, snacks/coffee, informal comfy seating and art ...

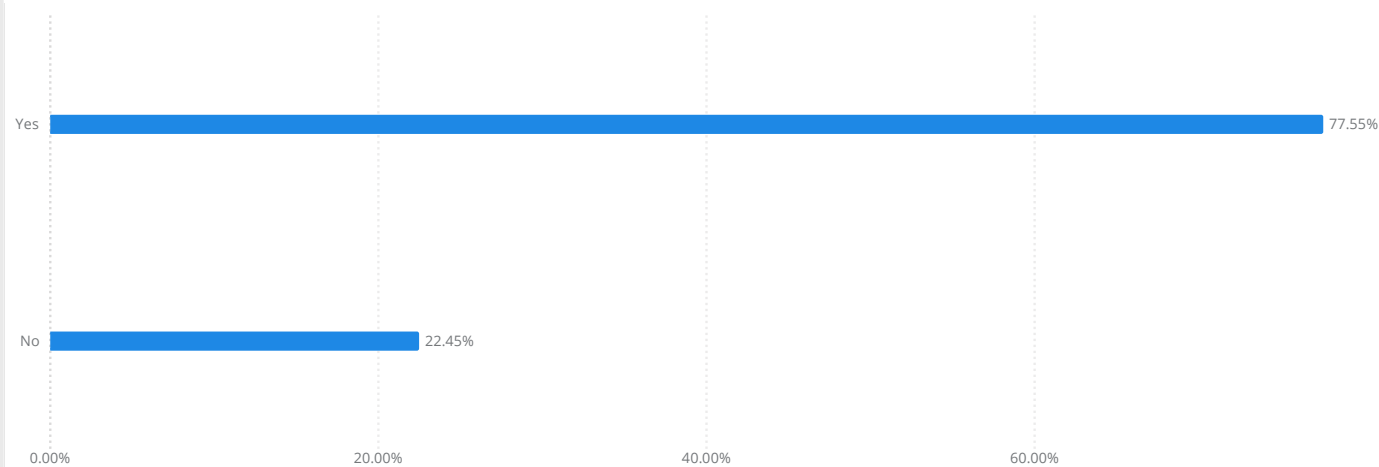
network connected monitor in a meeting space ...

No more results to show

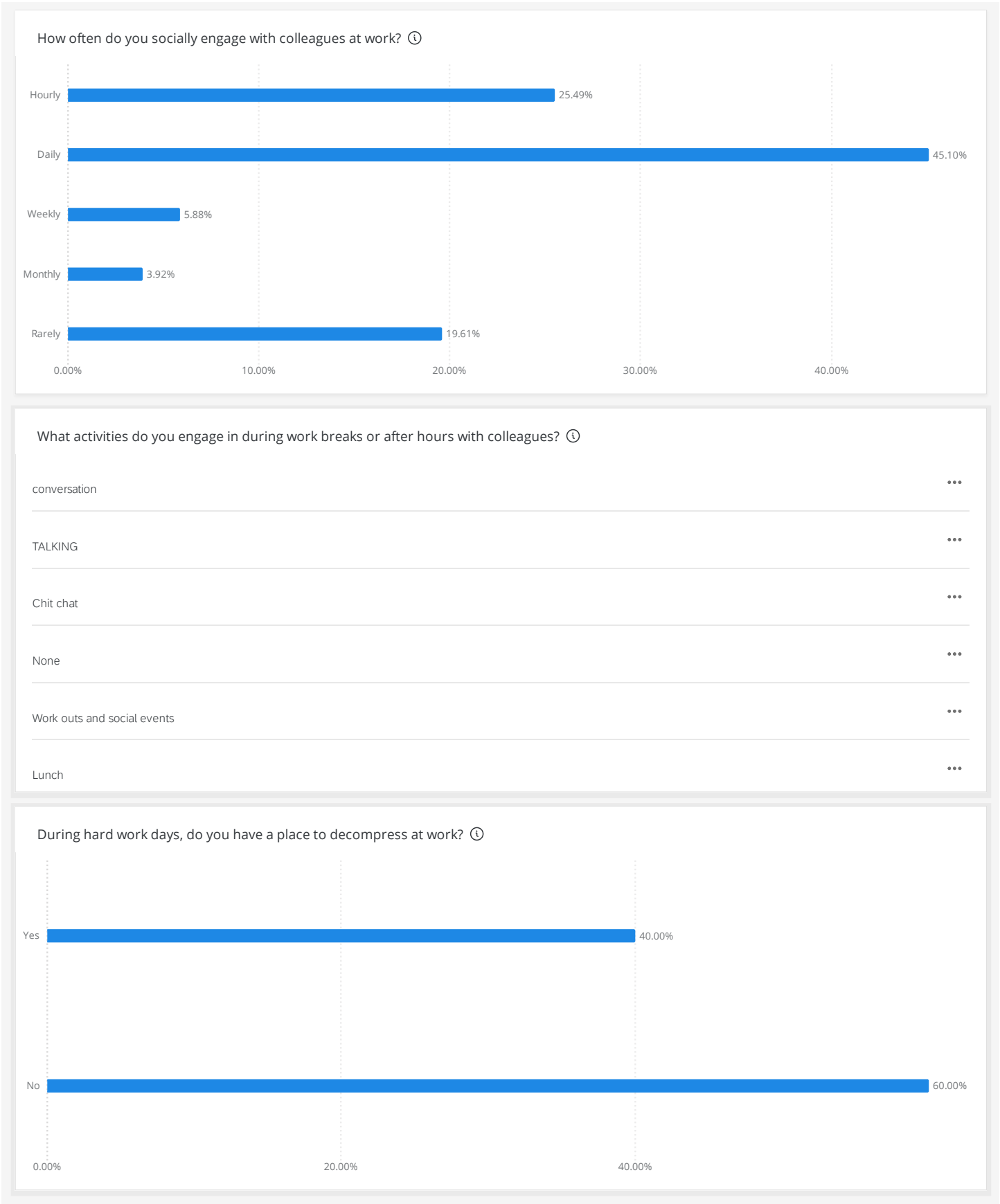
Have you utilized the wellness house in the past 3 months? ⓘ



In the last year? ⓘ



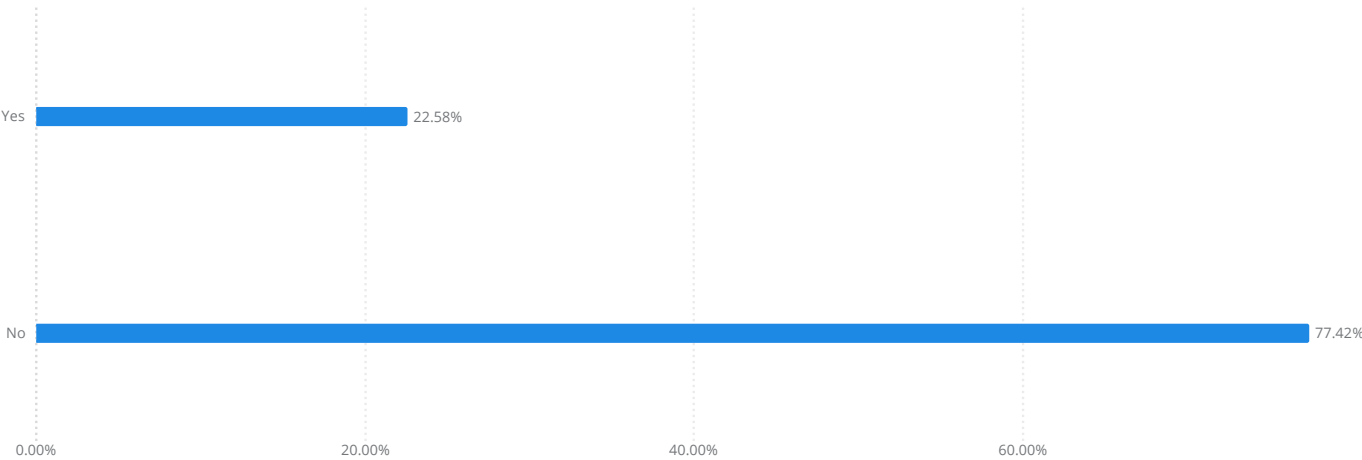
Survey Results



If not, what type of space would you like to see for this purpose? ⓘ

More natural light would allow me to bring more plants into my office.	...
Recreation Room	...
Quiet Space	...
I'm not really sure what that would look like.	...
gym	...
A quiet room, comfy chairs, music available	...

Are your department's locker rooms adequate? ⓘ



If not, what locker size/space needs do you require? ⓘ

Locker big enough to hold uniforms, jacket and boots	...
Don't have them	...
Lockers are way too small to fit all of our equipment.	...
A size to accommodate personal belongings	...
Double wide and full length with electric outlets inside for charging flashlights etc	...
Place to hold Rifle, and uniforms	...



About CCCD & UTA

The Colorado Center for Community Development (CCCD) is a clinical teaching practice of the University of Colorado Denver, College of Architecture and Planning. Our mission is to provide students with real world experiences in design and planning as they provide communities and neighborhoods with services in these areas.

CCCD strives to enhance the quality of community life – through collaboration, applied research and innovative design – for the betterment of all community residents. In the process, students' educational experience is enhanced by taking what is learned in the classroom and academic studio and employing it in projects of public and civic interest. Communities benefit through design work that is continuously being improved through research and innovation. Moreover, together we become partners in the design thinking process, thus expanding our mutual and individual capacities to further envision and implement projects of significant public impact.

Started in 1967, CCCD has worked in partnership with communities and neighborhoods to complete over 2000 projects around Colorado. Projects range in size and scope, but have the common element of improving the community as a place to live, work and play. CCCD is among the longest running university design centers in the United States and will be celebrating its 50th anniversary in 2017.

The University Technical Assistance (UTA) program provides rural and small communities with assistance on projects that enhance places and spaces. A decades-long partnership between the Colorado Department of Local Affairs (DOLA) and CCCD, the UTA program puts the cost of preliminary design work within financial reach of small communities. Students complete preliminary plans and designs that can be used to inform and engage community members in the project. These plans are used to apply for grants from DOLA and other funders. This saves the community money in preliminary design and community engagement and provides students with valuable experience. Once financing is secured, licensed professionals are hired to take preliminary designs to completion.





About the Staff



JENNIFER KOVARIK EAST TEAM FIELD SUPERVISOR Jennifer emphasizes connections between the built environment, community, and health as well as the synergy between art and design as a Licensed Landscape Architect and Certified Planner. Jennifer holds a B.S. in Natural Resources and Environmental Science, Dual Master degrees in Landscape Architecture and Urban and Regional Planning, and a Graduate Certificate in Public Health. Although Jennifer is from a large city, after having lived and worked throughout rural Colorado Jennifer prefers the uniqueness and complexity of rural design projects. Outside of work, she enjoys mountain adventures, skiing and creating abstract art.



GERMAINE LOWE Born and raised in Singapore, Germaine is a recent graduate of the M.Arch program at CAP and has been part of the UTA West Team since Fall 2019. She holds a bachelor's degree in Urban Design and Architecture Studies from New York University. She believes that architecture is a conduit for strengthening and improving communities, as well as a means of creating strong cultural identities for places through design. Through the UTA program, Germaine enjoys learning about various local Colorado communities, and researching and developing design solutions for them with her co-workers. In her spare time Germaine enjoys playing video games, making digital illustrations and cooking. She also loves dogs and will give them good pets if allowed! While Germaine does not have a pet (yet), she does have a marimo that lives in a jar named Fuzzwald.



ETHAN MILLER ARCHITECTURE INTERN is currently a graduate student at CU Denver pursuing his master's in architecture, currently in his final year. He is originally from Virginia but has lived in a variety of locations along the east coast. Before attending CU Denver, he received a master's in real estate development which has sparked his interest in adaptive reuse, historic renovation, and anything related to the process. There is a passion for problem solving within a community and their built environment, mostly this idea of transforming or adapting rather than developing. Ethan believes that all communities can be improved but it begins with knowing their identity and what has impacted their growth. He loves pushing boundaries and being innovative while also adhering to the reality that comes with it all, and how to balance the two.



JORDYN WATTERS ARCHITECTURE INTERN is in her last year of the Master of Architecture program at the University of Colorado, Denver, and is planning to pursue a dual degree in Urban and Regional Planning. She moved here for graduate school in 2019 from Long Beach, California, and hopes to bring what she's learned back to the greater Los Angeles area. She is passionate about combining the practices of interdisciplinary design, adaptive reuse, and community development. She strives to utilize design and policy to create more equitable and connected cities. In her free time, Jordyn loves to explore and adventure, see live music, and experiment with different art mediums.



JONATHAN CABLE LANDSCAPE ARCHITECTURE INTERN joined CCCD in June of 2020 and is a native of Northeast Colorado. His passion is developing sustainable spaces to be accessible and beneficial to every community's social, physical, economical, and environmental health. He is currently in his fourth year at Colorado State University earning a Bachelor of Science in Landscape Architecture with a minor in Construction Management. After graduation, he plans to pursue a Masters of Public Administration and continue to serve rural communities. Outside of classes and work, Jonathan enjoys serving the CSU community, jamming on the piano, and taking sunrise hikes.



SARAN DREW LANDSCAPE ARCHITECTURE & PLANNING INTERN joined CCCD in May 2021 and is at the University of Colorado Denver working towards a dual Master of Landscape Architecture and Urban & Regional Planning degree. She grew up in rural Vermont, where she spent her childhood running in the woods, swimming in the lakes, and learning how to run a homestead (chickens and vegetable gardens galore). She moved to Colorado in 2019, after completing a Bachelor of Science in Environmental Studies where she focused her studies in Ecology and Conservation. Sarah believes that our environment has the power to define who we are, it's unique qualities and characteristics reflect those who are a part of it. It is her hope to improve the quality and environmental impact of our landscapes and communities in order to benefit and enrich lives.



LAUARA GRANJA PLANNING INTERN is a first-year Ph.D. student in Geography, Planning, and Design at the University of Colorado Denver. She moved to Colorado in 2021 from Brazil, her home country, and this is not her first experience overseas. Her aim to learn about new cultures and places and educate herself brought her to live two years in Germany and move around inside Brazil, living in rural and urban cities. She has a background in architecture and urban planning and worked with architecture practice and urban design and planning teaching. Laura is passionate about combining academic research in urban housing with community planning practices, with the hope to contribute towards a just city. In her free time, Laura enjoys hiking, outdoor climbing, playing board games, and spending time with her family and friends.



Colorado Center for Community Development

COLLEGE OF ARCHITECTURE AND PLANNING
UNIVERSITY OF COLORADO **DENVER**

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