



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, July 26, 2022

6:30 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, July 26, 2022

6:30 P.M.

Work Session

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 – Jason Leslie, Deputy Town Manager

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.

B. List of Bills – Jason Leslie, Deputy Town Manager

C. Resolution 22-R-62 Authorizing the Purchase of 8 Units of C-BT Water from True Living Trust – Sarah Watson, Engineer

Built on What Matters.

Action Agenda:

- D. Consideration of the NoName Creek West Block 4 Replat 2, Dedication of Wetlands Drive Right-of-Way, Amendments to the NoName Creek West and NoName Creek MOAPI – Ali van Deutekom, Planning Manager
- E. Northern Integrated Supply Project WIFIA Loan Letter of Intent – Jason Meyers, Town Attorney

Discussion Agenda:

- F. Administrative Hearing Officer for Liquor Licensing – Jason Meyers, Town Attorney

Mayor and Trustee Reports:**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.

Action Following Executive Session:**Adjournment:**



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: July 26th, 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):

- July 26th – Regular Meeting
 - 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:

- Monthly ESPIOC training on July 14: Best Practices for Communications in Compliance with the Americans with Disabilities Act (ADA)

Internal Department Communication:

- Working with FPD on National Night Out and new SRO car unveiling.
- Ongoing roadwork updates with Engineering.
- Working with Town Clerk on Board of Trustee retreat prep.

Media

- Chainsaws & Chuckwagons has been gaining media attention from Fox31, Colorado's Own Channel 2, and 9News. We secured a live 3-minute news segment on 7/19/2022 on Colorado's Own Channel 2 morning news where Jessica and a carver were able to go to the news station and talk about Chainsaws & Chuckwagons.

Events

Built on What Matters.

- Local businesses are committing to event sponsorships. We have \$73,600 in pledges to date. Our 2022 goal is \$125,000.
- Our next Community Tour in Talk is on July 20 in Coalridge Park (301 Warwick St.) for Carriage Hills, Clark Ranch, Coal Ridge, Countryside, Downtown, Goracke, Grove Townhomes, Mapleridge II, Maplewood, Parkview, Pheasant View, Silverstone, Village @ Frederick, Westview. As of 7/19/2022, we had 83 RSVPs.
- Chainsaws & Chuckwagons is July 20-23 in Centennial Park. We have 10 carvers participating in the competition.

Design

- Creating a library of b-roll and pictures for media.
- Big design projects, including Community Profile updates, Strategic Communications Plan, Chainsaws & Chuckwagons brochure, Strategic Plan presentation updates.

HR Department

Human Resources

- We have hired 37 new employees since the beginning of 2022 – a new record! Most are at the Back 9 restaurant, as those positions tend to see higher turnover than we're normally used to seeing. We are still actively recruiting for four additional positions, and hope to have those filled in the coming weeks.
- The HR department has completed its bi-annual compensation market study. All existing positions within the Town, as well as all new positions being proposed for 2023, have been marketed. Any necessary salary or grade level adjustments will be made as part of the 2023 budget process.
- As a result of the Board's decision to opt out of the state-run Family Medical Leave Insurance (FAMLI) program, the HR department is busy putting the final touches on our internal Paid Family Medical Leave (PFML) program, and will be seeking approval for implementation before the end of the year.

Finance Department

Budget

- The primary Finance Department focus has been 2023 Budget module trainings with department directors and Budget preparation.

Parks and Open Space Department

Parks, Open Space, and Trails

- Began a full audit of all park irrigation systems, which will continue through early August.
- Applied treatments for broadleaves throughout system.
- Shelter at FRA and Playground at Summit View should be complete by the time you read this.

Golf

- Hosted a Glow Ball Tournament on July 23rd. Had over 50 participants.
- Maintenance focused on surviving the summer heat and drought.

Administration

- Issued RFQ for Frederick Recreation Area and Centennial Park Master Plans on July 12th. Qualifications are due by August 15th with an expected contract issue date of late September or early October.
- Finalized 2023 Budget Request and a draft 2023-2026 Capital Improvement Plan.

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.

- 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. An additional “v-channel” and transition slopes or steps are now being installed.
- 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 late July.
- 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.

Stormwater

- Outfall System Plan (Master Plan):
 - Complete and plan has been adopted by the Board

- Groundwater Study:
 - An RFQ for a professional consultant is advertised. A contract is expected to come to the Board in early August.
- Concrete Box Culvert on Colorado Blvd:
 - An RFQ for a design consultant is being drafted and under review by staff. It is expected to advertise in late July.

Police Department

Victims' Rights Advocate

- For the past several years, the Weld County Sheriff's Office has coordinated Victim's Rights services for local law enforcement agencies in Weld County. Recently, the department received notification from the Sheriff's Office that as of January 1, 2023, they will no longer coordinate Victim's Advocate services for outside agencies. This is an important resource for our agency as we rely on Victim's Advocates to provide a valuable service to our citizens in crises and times of need. Victim's Advocates are also a critical part of meeting statutory requirements for the department in domestic violence situations and other serious crimes. The department has begun to explore alternatives for this service, including the possibility of collaborating with other law enforcement agencies in Weld County to pool Victim's Rights resources, much as we have previously done for Emergency Management in cooperation with Frederick-Firestone Fire Protection District. This will be a large void to fill in a short amount of time.

Co-Responder Program

- The agreement with North Range Behavioral Health to provide co-responder health service to Frederick and other local agencies is complete. Harley, our new co-responder, has started the training process and is getting to know the departments. A co-responder collaborates with law enforcement to connect individuals in a mental health crisis to the appropriate services and professional support. This allows us to avoid unnecessary incarceration and emergency department visits and helps us steer those in need to the proper places for assistance. Co-Responder programs such as these pair first responders with behavioral health clinicians to help deescalate, assess and assist when law enforcement is called where a behavioral health situation is present.

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 nine projects that have completed the pre-application step. There are currently one neighborhood meetings scheduled. Thirteen 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>
<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		Southwest corner of County Road 16 and County Road 17	Proposed single family attached and detached homes.

(4/4/2022)			
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	Raspberry Hill		Updating Grading and Drainage

Lot 11 Grading and Drainage (5/2/2022)			
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 - List of Bills
May 27, 2022 - June 30, 2022

24/7 NETWORKS INC	Meraki License and subscription	14,781.57
4 RIVERS EQUIPMENT LLC	Open Space mower maintenance	1,541.20
AAA PEST PROS LLC	Pest control	125.00
AAA RADIATOR REPAIR	Radiator & CAC repair	6,723.40
ACE HARDWARE OF FIRESTONE	Maintenance supplies	888.44
ACUSHNET COMPANY	Merchandise	2,589.54
ADAM LEE	Refund for Building Permit fees	258.59
ADAM MARCOVICH	Dirt hauls	200.00
ADAMSON POLICE PRODUCTS	Police uniforms	916.01
ADIDAS AMERICA INC	Merchandise	1,745.08
AGFINITY	Fuel	18,833.49
AIRGAS USA LLC	Restaurant supplies	68.67
ALI VANDEUTEKOM	Reimbursement for travel expenses	48.97
AMERICAN DRY GOODS	Merchandise	1,378.03
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	631.86
AMERICAN PUBLIC WORKS ASSOCIATION	Membership dues	740.00
ANDY FAIRBANKS	Police Academy supplies	117.94
ASCAP	Music licensing fee	11.25
ASPHALT DOCTORS	R & R patching	3,500.00
AWARD ALLIANCE LLC	Bench sign	28.20
AXON ENTERPRISE INC	Tasers, supplies and licensing	82,551.80
BE BRANDED LLC	Employee logo items	4,263.18
BERMUDA SANDS APPAREL LLC	Merchandise	453.55
BETTER BUSINESS CLEANING	Monthly cleaning services	5,045.00
BK TIRE, INC.	Tire replacement and disposal	1,332.06
BLAUER TACTICAL SYSTEMS INC	Defensive tactics equipment	2,096.00
BMI GENERAL LICENSING	Music licensing	391.00
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	714.54
BRIAN A CARLSON	FIF Pilot travel money	150.00
BUFFALO BRAND SEED LLC	Grass seed	532.50
BUTCHER AND THE BLONDE LLC	Catering for events	1,800.00
CACP	Membership renewal	405.00
CALLAWAY GOLF	Merchandise	249.96
CAMCA	Membership dues	22.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease	2,232.48
CARBON VALLEY CHAMBER OF COMM.	Sponsorship	1,500.00
CARBON VALLEY GLASS LLC	Replacement window for Fitness Building	363.18
CARD SERVICES	Travel, training and supplies	45,769.84
CASELLE, INC.	Contract Support & Maintenance	2,207.00
CENTRAL WELD COUNTY WATER DIST	Water purchased and Tank rectifier	114,592.81
CES (Colorado Accounts - SW)	Exterior lights for buildings	330.85
CHAVEZ SERVICES LLC	Concrete work	16,189.50
CINTAS CORPORATION	PW uniforms and mat service	780.12
CITY OF GREELEY	Contribution to Weld County Task Force	2,000.00
COALRIDGE ANIMAL HOSPITAL	K-9 boarding	207.05
CODE PUBLISHING INC	Municipal code web update	348.50
COLORADO MATERIALS INC	Water conservation & turf conversion	7,592.95
COLORADO WATER WELL	Milavec Lake pump station repair	7,719.52
COMCAST CABLE	Internet, cable and phone service	1,161.31

Town of Frederick - List of Bills
May 27, 2022 - June 30, 2022

COMCAST PHONE	Town wide internet service	2,655.00
COMMUNITY COUNSELOR INC	Counseling services	500.00
CUMMINS ROCKY MOUNTAIN, INC.	Exhaust system rebuild	321.67
DANA KEPNER CO	Equipment supplies	15,413.00
DAVID BOWLING	FIF Pilot travel money	50.00
DBC IRRIGATION SUPPLY	Irrigation supplies & equipment	2,991.25
DNI HEATING AC REFRIGERATION	Building maintenance	1,569.16
DOSSIER SYSTEMS INC	Fleet management software	1,120.48
EASY PICKER GOLF PRODUCTS INC	Equipment	3,071.86
ELDORADO ARTESIAN SPRINGS INC	Water delivery service	80.50
ELEMENT WATER CONSULTING INC	Water Engineering Services	12,240.75
ELEVATED CLOUD SERVICES LLC	Hosting and subscriptions	1,106.50
ELITE HAIL SYSTEMS	Fleet repairs	4,026.67
ELITE HOOD CLEANING & FIRE PROTECTION CO	Fire inspection fees	560.00
ENTERPRISE FM TRUST	Vehicle lease program	38,887.51
ENVIROTECH SERVICES, INC.	Street maintenance supplies	18,107.10
EON OFFICE	Office supplies	134.11
EVOLVE TECHNOLOGIES LLC	Phone support services	93.75
F B HOWES III	FIF Pilot travel money	100.00
FACTORY MOTOR PARTS CO	Vehicle repair parts	649.66
FAIRFIELD AND WOODS PC	Legal services	270.68
FARNSWORTH GROUP INC	Architectural Planning Services	958.43
FARO TECHNOLOGIES INC	Equipment	42,053.65
FASTENAL COMPANY	Equipment supplies	1,848.71
FLEXX PRODUCTIONS LLC	Frederick in Flight rental	4,177.13
FREEDOM MAILING SERVICES LLC	Statement printing and postage	3,124.52
FRONT RANGE INFLATABLES	Inflatables for Frederick in Flight	405.00
G & G EQUIPMENT INC	Park equipment supplies	524.60
GENERAL AIR	Shop supplies	20.22
GEORGIA BOYS SMOKEHOUSE	Catering for events	2,221.20
GREEN HILLS SOD FARM INC	Sod delivery	1,891.50
GREEN MOUNTAIN PROMOTIONS	Logo items	7,423.72
HAMILTON LINEN	Linen service for restaurant	662.69
HARDLINE EQUIPMENT	Equipment repair parts	11,999.64
HELENA AGRI ENTERPRISES LLC	Golf course supplies	8,288.00
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	2,195.32
HIRSCHFELD BACKHOE & PIPELINE, INC.	Fire line repair on Bruin Blvd	7,100.00
HOME DEPOT CREDIT SERVICES	Supplies	4,107.54
INNOVATE! INC	GIS Support	4,307.84
INTERSTATE FORD	Repair parts	2,015.00
INTERSTATE RENTAL & SALES, INC.	Equipment rental	2,030.45
IWORQ SYSTEMS	Work Management software	1,272.00
JAMIN KATZER	Frederick in Flight skydive jumps	1,500.00
JC GOLF ACCESSORIES	Merchandise	1,742.14
JEANNE MARIE ANSON	FIF Pilot travel money	150.00
JEFF CAHN INC	Judge services	2,200.00
JOE AUGUST	FIF Pilot travel money	150.00
JOHN C CAVIN LLC	Special shape balloons	5,000.00
KENT VANDYNE	Reimbursement for fuel	52.15

Town of Frederick - List of Bills
May 27, 2022 - June 30, 2022

KEVIN WOLFE	Reimbursement for parking fees	67.00
KINSCO LLC	Police uniforms	661.80
KISSINGER & FELLMAN PC	Legal services	1,485.00
KRISTIN NORDECK BROWN PC	Prosecution services	2,415.00
L.G. EVERIST INC	Road base	2,538.78
L.L. JOHNSON DISTRIBUTING COMPANY	Equipment	4,031.46
LEFT HAND WATER DISTRICT	Rinn Valley outlots irrigation water	3,158.89
LELAND GORDON	Reimbursement for restaurant supplies	88.22
LIFE CYCLE BALLOON ADVENTURES LTD	FIF Balloonmeister fees	3,500.00
LONGMONT HUMANE SOCIETY	Animal impound fees	1,052.25
LORI D HUTCHINSON	FIF Pilot travel money	150.00
LORI HILL	Dessert treats for restaurant	61.40
LUMIN8 TRANSPORTATION TECHNOLOGIES LLC	Monthly maintenance fee	1,399.25
LUXOTTICA USA LLC	Merchandise	2,618.72
MAC EQUIPMENT INC	Golf Course equipment	687.60
MARSHALL INFORMATION SERVICE LLC	Service tickets for software	62.50
MARTIN MARTIN INC	Roadway design and survey	7,027.50
MARTIN R ADIE	FIF Pilot travel money	300.00
MASEK GOLF CAR COMPANY	Cart rental	3,160.00
MCCORD DESIGN CO LLC	Signage	585.00
MICHOW COX & MCASKIN LLP	Legal Counsel	671.00
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	970.00
MITEL	Phone service for Town buildings	3,281.31
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	22,586.71
NANCY J LAMBERTSON	FIF Pilot travel money	50.00
NATIONAL BUSINESS FURNITURE LLC	Board supplies	1,442.52
NEW COAL RIDGE DITCH COMPANY	2022 Assessments - 8 shares	288.00
NEW CONSOLIDATED LOWER BOULDER RESERVOIR	Equipment, engineering and legal fees	5,175.44
NORTHERN CO. WATER CONSERVANCY DISTRICT	Transfer of 14 AFU of CBT & Swanda CBT	1,187.50
OCCUPATIONAL HEALTH CENTERS	Employment drug screenings & physicals	640.00
OPERA ON TAP	Frederick in Flight National Anthem	150.00
O'REILLY AUTOMOTIVE INC	Maintenance parts	762.28
PALMER AND ASSOCIATES	CSP debriefing and travel	437.50
PEAK PERFORMANCE IMAGING SOLUTIONS	Laserfiche Municipality Site License	13,390.06
PEEL LLC	Community Tour & Talk ice cream	462.00
POLICE AND SHERIFFS PRESS INC	Photo IDs	273.73
POTESTIO BROTHERS EQUIPMENT INC	Equipment and repair parts	1,591.34
PRAIRIE MOUNTAIN MEDIA	Publishing costs	514.50
PRE ACTION FIRE INC	Fire alarm inspections	1,915.00
PREMIUM EVENT STAFFING	Frederick in Flight overnight security	2,018.25
PRINT EXPERTS	Printing services	20.00
PRO GOLF REPAIR LLC	Pro Golf services	3,554.50
R & R PRODUCTS	Supplies	1,878.97
RACHEL METZGAR	FIF Pilot travel money	50.00
RAMEY ENVIRONMENTAL COMPLIANCE	Services Distribution & Collection Systems	700.00
REDI SERVICES LLC	Porta john service	395.00
REIF & HUNSAKER PC	Legal services	715.00
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Restaurant supplies	638.00
ROBERT BEDSAUL	Travel reimbursement	32.40

Town of Frederick - List of Bills
May 27, 2022 - June 30, 2022

ROCKY MOUNTAIN BOTTLED WATER LLC	Water delivery service	14.00
ROCKY MTN CHAPTER FBI NATL ACADEMY ASSOC	Training	475.00
ROCKY MOUNTAIN HOT AIR LLC	FIF Pilot travel money	100.00
SAFEWAY	Supplies	694.19
SAM'S CLUB / GECRB	Supplies	1,252.89
SARAH WATSON	AWWA Conference expenses	1,572.01
SEAN EAKIN	FIF Pilot travel money	150.00
SHORT ELLIOTT HENDRICKSON INC	Miners Park URA work	7,120.10
SIGNARAMA	Event banners	693.50
SILVERSTONE DEVELOPMENT CO	Silverstone - Conditional Acceptance	8,256.50
SIMPLOT PARTNERS	Golf course supplies	1,236.00
SOUTHERN GLAZERS WINE AND SPIRITS	Beverage order for restaurant	1,079.26
SPORT & FITNESS INC	Fitness equipment	1,300.06
SPOT ON SOUND PRODUCTIONS	Frederick in Flight glow band	3,125.00
SRIXON CLEVELAND GOLF XXIO	Merchandise	747.50
ST. VRAIN VALLEY SCHOOL DISTRICT	Crossing Guards refund	1,000.00
STAPLES ADVANTAGE	Office supplies	489.61
STERICYCLE INC	Document shredding	274.06
STEVEN J LIBEL	FIF Pilot travel money	150.00
STEWART & STEVENSON LLC	Service call	1,026.00
STRIGLOS COMPANIES, INC.	License and subscriptions	37,712.00
SUMMIT DATA PROTECTION LLC	Disaster recovery & backup	4,100.00
SUNSHINE CLEANERS	Uniform cleaning services	224.25
SWIRE COCA-COLA USA	Beverage order for restaurant	1,673.96
TAYLOR MADE GOLF COMPANY	Merchandise	811.14
TELOS ONLINE INC	Back up link	75.00
TEST GAUGE INC - CO	Valve test kit and supplies	1,081.59
THE PIN CENTER	Town logo pins	996.50
THE TREE FARM	Landscape plants	397.80
THOMAS C STEINBOCK	FIF Pilot travel money	150.00
TIER ONE NETWORKING LLC	Public Works computer equipment	25,279.00
TIMBERLAN INC	Network support	9,804.16
TLO LLC	Investigation fees	110.00
TRANSWEST TRUCK	Autochain repair	11,516.33
TRAVISMATHEW LLC	Merchandise	1,788.32
TRT CONSTRUCTION	First stage Town Hall remodel	6,210.00
TRUEPOINT SOLUTIONS LLC	Report, training and Go Live support	5,728.84
TWIN PEAKS GARAGE DOORS LLC	Garage door maintenance	1,389.00
TYLER TECHNOLOGIES	Accounts Receivable implementation	19,338.27
UME CUSTOM EMBROIDERY & IMPRINTING LLC	New Hire Apparel Orders	2,829.27
UNDERWATER RECOVERY SPECIALIST INC	Compressor	725.00
UNITED POWER	Electric utility	8,792.95
UNIVERSITY AUTO PARTS INC	Cooling system repair and supplies	101.64
UPPER CASE PRINTING, INK.	Monthly newsletter printing	3,845.40
US FOODS INC	Restaurant supplies	13,599.11
UTILITY NOTIFICATION CENTER OF COLORADO	Utility locates	422.50
VANCE BROTHERS INC	Hydrant meter deposit refund	2,200.00
VECTOR DISEASE CONTROL INTERNATIONAL LLC	Mosquito Control	8,700.00
VERIZON WIRELESS	PD MDTs and cell phones	10,802.59

Town of Frederick - List of Bills
May 27, 2022 - June 30, 2022

VIA MOBILITY SERVICES	Transportation	5,040.00
WARD ELECTRIC COMPANY INC	Pole light repairs	2,218.77
WASTE CONNECTIONS OF COLO INC	Trash and recycle collection	67,732.13
WELD COUNTY DEPARTMENT OF PUBLIC	Temp event and water testing	572.50
WEX BANK	Fuel	1,723.59
WILLIAM J FITZGERALD	FIF Pilot travel money	150.00
WTC-WICKHAM TRACTOR CO	Equipment supplies	125.06
YAMAHA MOTOR FINANCE CORP USA	Golf cart fleet lease	3,307.75
ZIONS BANCORPORATION	Annual Custodial Fee	2,500.00



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

8 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting - July 26, 2022

Attachments:

- a. Resolution 22-R-62
- 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 8 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 an owner, True Living Trust, about the purchase of 8 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

Built on What Matters.

will work towards the Town's 2021-2022 Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal. This purchase would bring the total of purchased and pending sale units to 177.

The units are being offered at \$68,000 per unit for a total of \$544,000.

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 8 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution 22-R-62 for the purchase of 8 units of C-BT from True Living Trust.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-62**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 8 UNITS OF C-BT WATER FROM
TRUE LIVING TRUST**

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 8 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. True Living Trust.; 8 units of CBT water at \$68,000 per unit for a total of \$544,000.

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 26TH DAY OF JULY, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, 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 _____ day of _____, 2022, by and between True Living Trust ("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 record owner of 8 C-BT units, with such ownership shown on the books of NCWCD ("Seller's C-BT Units").
- 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 \$68,000 per unit, for a total of \$544,000 ("Purchase Price").
 - 1.1 The Parties agree that company First American Title 636 Coffman Street Suite 101 Longmont, CO 80501, will act as the escrow agent for this transaction ("Escrow Agent"), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 1.2 If all pre-conditions to closing have been met, then on or before 5 business days prior to the Northern Water Board Meeting, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.
 - 1.3 If all pre-conditions to closing have been met, then on or before 5 business days prior to the Northern Water Board meeting, the Town also shall deposit with the Escrow Agent the estimated NCWCD Seller Transfer Fee and Assessment Credit, as that term is defined in paragraph 4 below, in certified Funds or cash.

- 1.4 The Purchase Price, estimated NCWCD Seller Transfer Fee and Assessment Credit, and estimated Town's Broker's Fee deposited with the Escrow Agent are the "Escrowed Funds."
 - 1.5 Town shall pay all escrow and closing fees invoiced by the Escrow Agent, with such fees to be debited to Seller and Town in the closing statement and paid to the Escrow Agent out of the Escrowed Funds.
 - 1.6 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.
 - 1.7 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 (the "Seller Transfer Fee").

- 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 Seller Transfer fees and then current water year assessments ("NCWCD Seller Transfer 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 Seller 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 must take place on or before _____, is the "Closing Date."

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 Seller Transfer 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 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:

Name: True Living Trust
Address: 1370 County Rd 1
Longmont CO 80504-9470
Email: johnsandyco@gmail.com
303-776-3140

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:

First American Title
636 Coffman Street Suite 101
Longmont, CO 80501
Direct: 303-834-3633
Main: 303-834-3614
Fax: 866-328-4257
Email: kabernathy@firstam.com

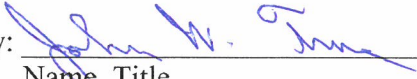
The addresses above may be changed by written notice given in the manner provided above.

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.

SELLER: Trust Living Trust

By:  John W. True Sandra L. True, Trustee
Name, Title

STATE OF COLORADO)

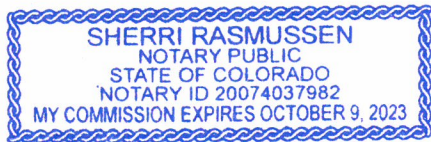
ss.

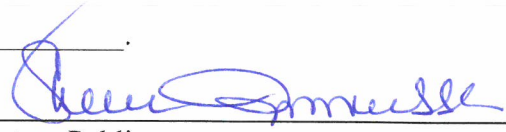
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 14th day of July, 2022, by John W. True & Sandra L. True, Trustees for The True Living Trust.

Witness my hand and official seal.

My commission expires 10/09/2023.




Notary Public

Signatures continue on next page.



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

Consideration of the NoName Creek West Block 4 Replat 2, Dedication of Wetlands Drive Right-of-way, Amendments to the NoName Creek West and NoName Creek MOAPI

Agenda Date: Town Board Meeting - July 26th, 2022

Attachments:

- a. Plat Map
- b. Executed Agreement
- c. MOAPI amendment for NoName Creek West
- d. MOAPI amendment for NoName Creek
- e. Planning Commission Minutes
- f. PCR-2022-11A

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:

Strategic, Reliable & Sustainable Infrastructure- This request aligns with the Town's goal to develop a sustainable strategy for park maintenance and expansion. In order to maintain the park improvements or expand the NoName Eagle Park, the Town must be the owner.

Community and Economic Vitality- This request aligns with the Town's goal to foster recreational vitality. This park has served as a recreational amenity the abutting neighborhoods and provided an important community building meeting location. The residents have communicated the value this park provides to the neighborhood.

Built on What Matters.

Summary Statement:

The park located at 5750 Pintail Way, called NoName Eagle Park, is currently owned by the developer. The replat for NoName Creek West is a portion of the mutually agreed upon solution which plats 6 new single family detached lots. The other portion is a replat for NoName Creek which plats 3 new single family detached lots.

Detail of Issue/Request:

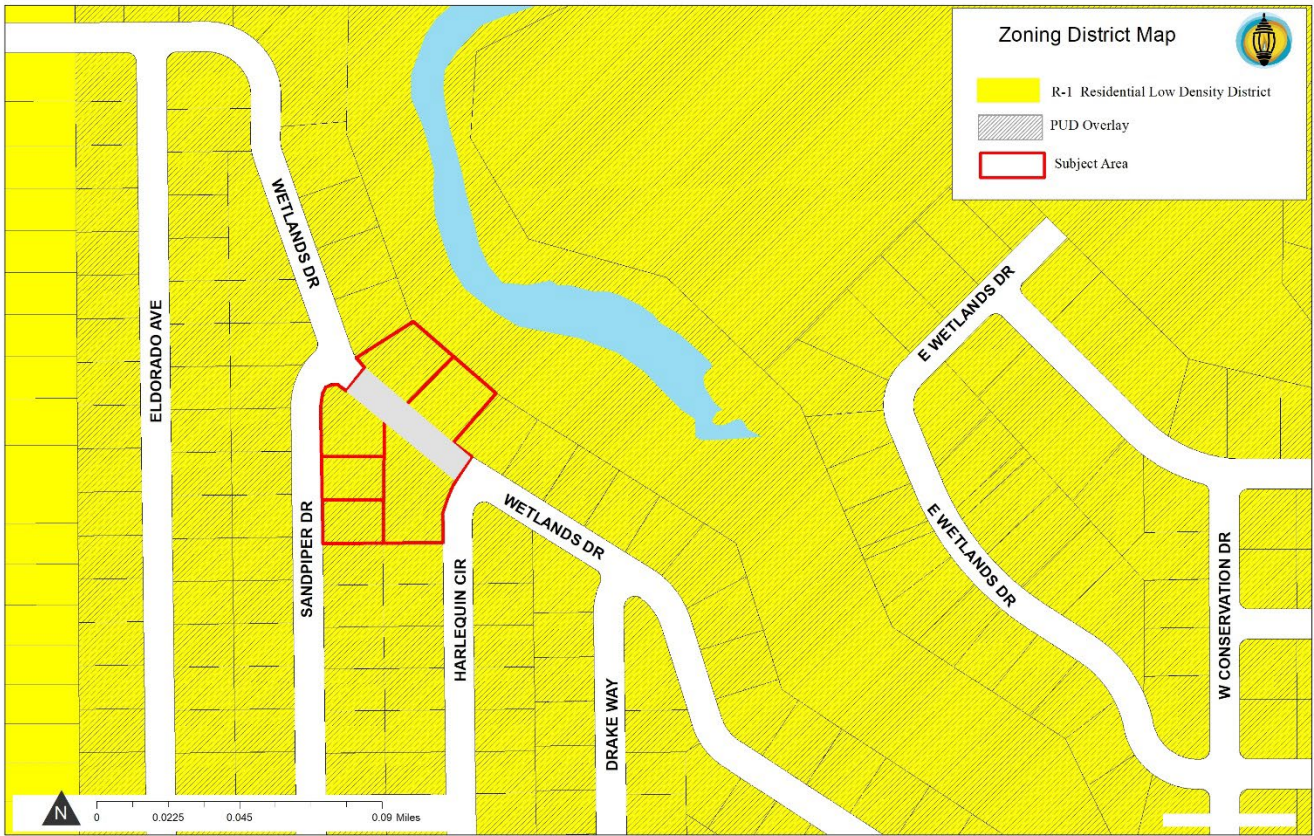
Applicant: Town of Frederick

Owner: NoName Creek Investors, LLC

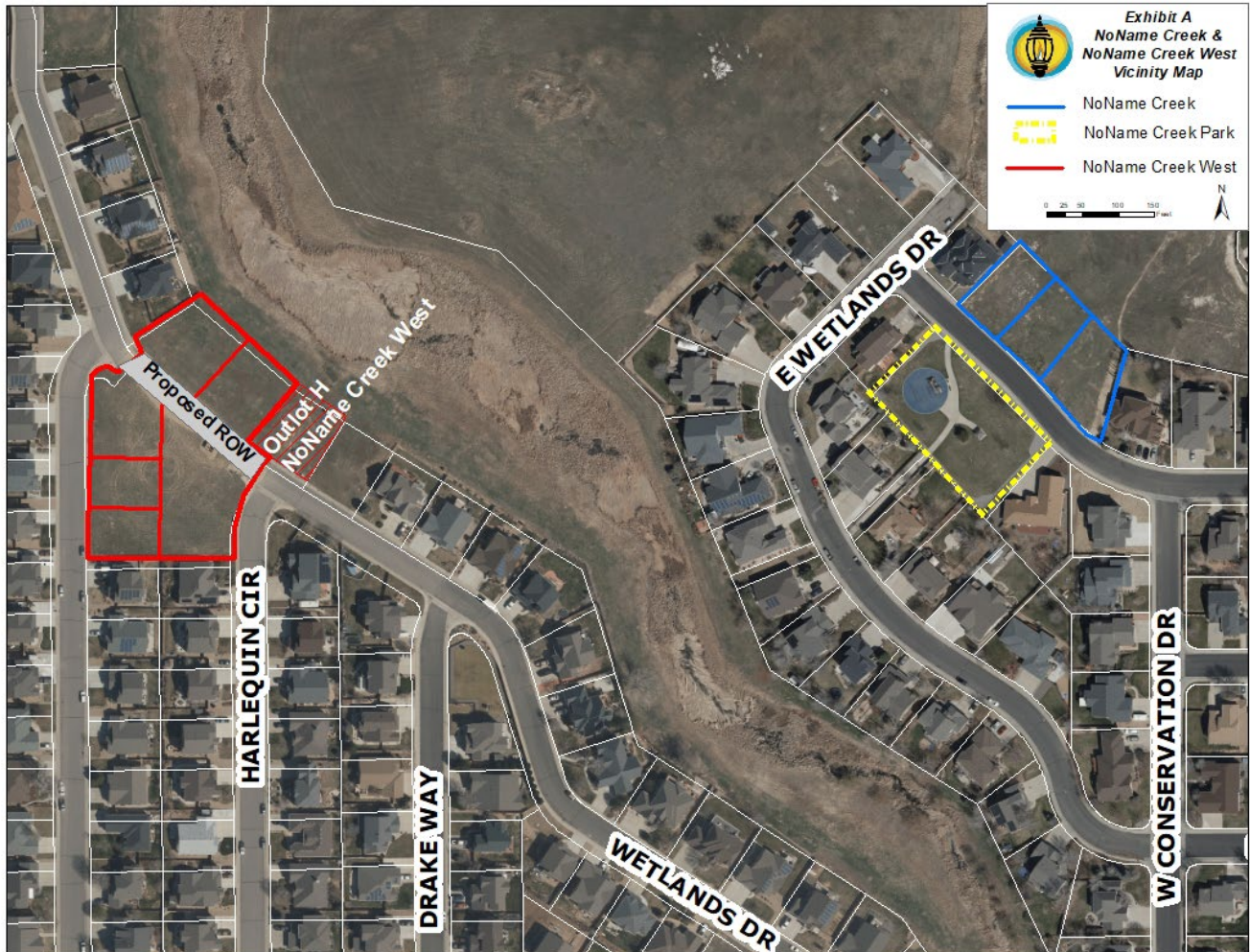
Location and Zoning: The project site is located approximately .3 miles north Bella Rosa Parkway and .35 miles west of Colorado Boulevard. The property is zoned Residential Low Density with a PUD overlay.

Surrounding Land Uses and Zoning:

North	Land use: Open space outlot within a platted single-family home subdivision (NoName Creek West) Zoning: Residential Low Density with a PUD overlay
South	Land use: platted single-family home subdivision (NoName Creek West) Zoning: Residential Low Density with a PUD overlay
West	Land use: platted single-family home subdivision (NoName Creek West) Zoning: Residential Low Density with a PUD overlay Land use: platted single-family home subdivision (NoName Creek West) Zoning: Residential Low Density with a PUD overlay



The park is identified in the following map, highlighted by a yellow outline. The blue outlined area identifies proposed new lots in NoName Creek. The blue portion, is a proposed replat which qualifies as an administrative (staff) approval and is ready to be recorded. The red outlined area identifies proposed new lots in NoName Creek West, which is over the threshold for an administrative approval (more than 3 new lots created).



Background Information:

In 2014, funds were budgeted to provide poured-in-place surfacing for the NoName Eagle Park (outlined in yellow in the map). Prior to completing the work, it became apparent that the Town did not own the property, although the Town had funded the improvements that were constructed there. The park was owned by the developer of NoName Creek and NoName Creek West. The agreement was approved with Resolution 15R31 and in summary, provided that the Town would (1) plat the park into two lots (Lot 1 and Lot 2 as shown on the map) and plat the property north of Pintail into three lots (the property outlined in blue); and (2) pay the developer \$5,000. Lot 1 of the park would be conveyed to the Town. Lot 2 of the park would be retained by the developer who would be able to build a house on it.

The first step of platting the property is the required neighborhood meeting. The meeting was held September 10, 2018 and had thirty neighbors in attendance. Most neighbors voiced frustration and anger with the agreement that was in place. They believed the park was a Town park and that it would

remain so in perpetuity. Many of the participants then attended a Board of Trustees meeting to let the Board know of their dissatisfaction. As a result, the Board directed staff to find a resolution that would preserve the entire park as it currently exists.

The solution involved platting additional lots in NoName Creek West (the area outlined in red in the map above). The developer agreed to amend the original agreement and allow the Town to keep both Lots 1 and 2 as park (the entire yellow outlined area). An agreement was drafted and at the Board meeting held April 13, 2021, the Board of Trustees directed staff to move forward with the draft agreement and add clarification that Outlot H of NoName Creek West will not be developed. Staff has worked with the developer to arrive at the agreement that satisfies both sides and now has put the agreement into motion.

The terms of this agreement include the following:

1. The developer will transfer the entire park property to the Town's ownership.
2. The Town will survey and replat NoName Creek Estates Filing 1 Replat B Block 14 (the area outlined in blue in the map above) into three lots.
3. The Town will survey and replat NoName Creek West Block 4 (the area outlined in red in the map above) into up to nine lots and rights-of-way.
4. The Town will waive the Town's land use deposits and fees related to the replatting and inspection fees associated with the subdivision improvements.
5. The Town agrees to accomplish both replats within six months of the agreement approval.
6. The parties agree to amend the Memorandum of Agreement for Public Improvements to include a park fee in the amount of \$2,500 on each newly platted lot. The fee shall be collected by the Town at the time of building permit issuance and remitted to the developer within 60 days after receipt by the Town.
7. The parties agree that the cost of the building permit on the newly platted lots shall be collected as normal from the builders. At the time the building permit is issued, a \$3,000 of the fee collected by the Town will then be paid to the developer within 60 days of receipt by the Town.

Staff has worked with the developer over the last year to create the replat documents to accomplish terms 2 and 3 on the preceding list. The item up for consideration with this replat, is item 3 on the list. Through the replat the developer will also dedicate the right-of-way to connect Wetlands Drive.

Review Criteria

1. The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications, and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.
2. The development will substantially comply with the community design principles and development standards as set forth in Article 2 of this Code.
3. All applicable technical standards have been met.
4. An updated title commitment dated current to within fourteen (14) days of the Board of Trustees meeting.

Staff Comment: There was no preliminary plat associated with this requested final plat. The subdivision is in compliance with Article 2. When building permits are submitted, the dwelling units will also be reviewed for compliance with Article 2. All applicable technical standards have been met. An updated title commitment dated within 14 days of the Board of Trustees meeting will be provided.

Amendments to the MOAPI for NoName Creek West and NoName Creek:

The items within Exhibit F of the MOAPI are the same for both amendments. Those items are:

1. The Town shall not require any fees or deposits for the review of plans or inspection of the work within 2-years of the recordation of the plat.
2. There will be a \$2,500 park fee collected by the Town on the Developers behalf for each residential building permit which will be remitted to the Developer within 60 days.
3. \$3,000 of the building permit fees per permit will be remitted to the Developer within 60 days.
4. The Developer is required to transfer to the Town 1.0 CBT units per single family equivalent prior to release of a building permit.

No Name Estates and No Name Creek West MOAPIs need to be updated to reflect the additional public improvements and the agreement between the Owner and the Town and current water dedication requirements. The amendments will include updated Exhibits including A, B, and F. Exhibit A includes the map and legal description for the replatted property within both subdivisions. Exhibit B includes the cost of public improvements required to develop the newly platted lots which will be used to establish the surety the Developer is required to provide to the Town prior to construction of the improvements.

The Town has discussed the special provisions that need to be added to the MOAPIs with an Exhibit F in the amendments to both documents with the Owner. Per the agreement the Town will collect a \$2,500 park fee to remit to the Developer for each residential building permit and remit to the Developer \$3,000 of the building permit fees per building permit. Both fees must be remitted to the developer within 60-days of collecting the fees due for the residential building permits. The Town will also not assess any fees or require any deposits for the review or inspection of the project for the first 2-years after recordation of the plat, per the agreement. The water dedication sections of the two MOAPIs do not meet the Town's current water dedication requirements. The MOAPIs will be updated with the amendments to require the transfer of 1 CBT units to the Town prior to the issuance of a residential building permit.

Planning Commission:

A Planning Commission meeting was held on July 7, 2022. A motion of approval passed with the vote of 4-0.

Public Notice:

This project was properly noticed according to the requirements of Section 4.5 of the Frederick Land Use Code.

Legal Comments:

The Town's Attorney, Jason Meyers, and the Town's Land Use Attorney, Todd Messenger have reviewed different parts of the proposal documents.

Alternatives/Options:

The Board of Trustees may approve the request, deny the request, or approve the request with conditions. Failure to move forward may result in legal consequences for the Town.

Financial Considerations:

Staff has worked to resolve the ownership issue without expending funds directly out of the Town's budget. As stated previously, the financial considerations to the Town have been laid out within the term agreements.

Recommended Motions:

Approval:

I move that the NoName Creek West Block 4 Replat 2, Dedication of Wetlands Drive Right-of-way, Amendment to the NoName Creek West MOAPI and Amendment to the NoName Creek MOAPI, case no. 2021-22 and case number 2021-34 be approved based on the review criteria found in the Town Land Use Code Section 4.9.1, with no conditions; and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Mayor Crites without further action of the Board.

Approval with Conditions:

I move that the NoName Creek West Block 4 Replat 2, Dedication of Wetlands Drive Right-of-way, Amendment to the NoName Creek West MOAPI and Amendment to the NoName Creek MOAPI, case no. 2021-22 and case number 2021-34 be approved based on the review criteria found in the Town Land Use Code Section 4.9.1, and based on the following conditions;

- 1.
- 2.

Denial:

I move that the NoName Creek West Block 4 Replat 2, Dedication of Wetlands Drive Right-of-way, Amendment to the NoName Creek West MOAPI and Amendment to the NoName Creek MOAPI, case no. 2021-22 and case number 2021-34 be denied based on the following findings of fact (list specific facts); and to direct the Town Attorney to reduce this denial, along with the findings of fact, to writing for prompt execution by Mayor Crites without further action of the Board.

NONAME CREEK WEST BLOCK 4 REPLAT 2

BEING A REPLAT OF BLOCK 4, NONAME CREEK WEST, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP:

Know all men by these presents that No Name Creek Investors, LLC., being the Owner(s), Mortgagee or Lienholder of certain lands in Frederick, Colorado, described as follows:

A parcel of land being a portion of the Southeast Quarter of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows.

Block 4, NoName Creek West, recorded March 26, 2001 as Reception No. 2835138 of the Records of Weld County, Colorado.

Said described parcel of land contains a total of 74,198 sq. ft. more or less.

Have laid out this Subdivision Amendment Plat of the above described land under the name and Style of NONAME CREEK WEST BLOCK 4 REPLAT, thus described Subdivision Amendment Plat contains 1.70 acres, more or less, together with and subject to all easement and rights-of-way existing and/or of public record, and do hereby dedicate the right of way for Wetlands Drive as indicated herein.

Executed this _____ day of _____, 20____.

Owner

State of Colorado)
County of Weld) ss

The foregoing certificate of ownership was acknowledged before me by _____, acting in his/her capacity as _____ of _____

this _____ day of _____, 20____.

Witness My Hand and Seal _____

My Commission Expires _____

Notary Public

PLANNING COMMISSION CERTIFICATE:

Approved by the Frederick Planning Commission with Planning Commission Resolution 20____-____ this _____ day of _____, 20____.

Chairman

Planning Commission Secretary

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

This Subdivision Plat Map of the NONAME CREEK WEST BLOCK 4 REPLAT 2 is approved and accepted by Ordinance No. _____, passed and adopted at the regular meeting of the Board of Trustees of Frederick, Colorado, held on _____, 20____. All conditions, terms, and specifications designated or described herein shall be binding on the owner, its heirs, successors, and assigns.

All expenses incurred with respect to improvements for all utility services, paving of streets, grading, landscaping, curbs, gutters, sidewalks, and walkways, road lighting, road signs, flood protections devices, drainage structures and other improvements as shown herein this plat or as otherwise may be required to service the subdivision shall be the responsibility of the owner(s) and not the Town. The construction of improvements benefiting the subdivision and the assumption of maintenance responsibility for said improvements by the Town or other entities shall be subject to a separate Memorandum of Agreement for Public Improvements. The Town shall have no obligation to provide any improvements, maintenance thereof, or to accept such improvements or maintenance except to the extent as may be set forth in that separate Memorandum.

This acceptance of the Minor Subdivision Plat does not guarantee that the soil conditions, subsurface geology, groundwater conditions or flooding conditions of any lot shown hereon are such that a building permit will be issued for that lot.

Mayor

Attest: _____
Town Clerk

SURVEY NOTES:

1. Basis of Bearings: The West line of the Southeast Quarter of Section 13 as bearing South 00° 13' 27" West (assumed bearing) and Monumented as shown hereon.
2. Unit of measure is U.S. Survey Feet.
3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
4. This survey does not constitute a title search by the surveyor.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the Subdivision Amendment Plat shown hereon is a correct delineation of the above described parcel of land.

I further certify that this Subdivision Amendment Plat and legal description were prepared under my personal supervision and in accord with applicable State of Colorado requirements on this _____ day of _____, 20____.

Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional Land Surveyor #34995

OWNER/DEVELOPER

No Name Creek Investors, LLC
202 Main St., Suite 4
Longmont, Colorado 80501
(303) 772-5382

SURVEYOR

Northern Engineering Services, Inc.
Steven A. Lund, PLS
820 8th Street
Greeley, Colorado 80631
(970) 221-4158

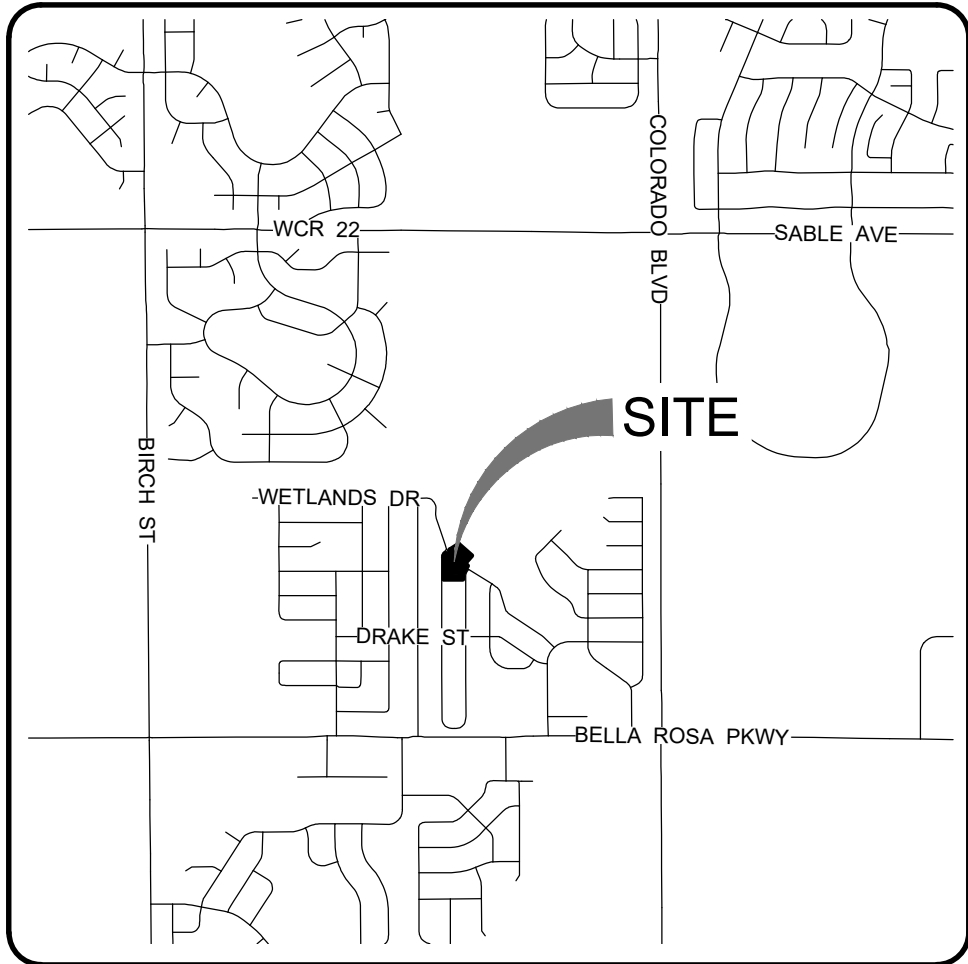
SYMBOL LEGEND

●	FOUND PROPERTY MONUMENT
○	SET 18" OF #4 REBAR WITH ORANGE PLASTIC CAP, LS 34995 UNLESS OTHERWISE NOTED

LINE LEGEND

---	RIGHT OF WAY LINE
---	BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	VACATED EASEMENT LINE
---	ROAD CENTERLINE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	8°31'30"	75.00'	11.16'	S52°47'00"E	11.15'
C2	32°43'40"	125.00'	71.40'	S16°35'25"W	70.43'
C3	21°41'45"	75.00'	28.40'	N11°04'27"E	28.23'
C4	114°03'30"	17.50'	34.84'	N78°57'05"E	29.36'
C5	4°30'05"	125.00'	9.82'	S46°16'13"E	9.82'
C6	16°46'11"	75.00'	21.95'	N40°08'09"W	21.87'
C7	75°10'48"	17.50'	22.96'	S10°55'51"E	21.35'
C8	26°25'58"	125.00'	57.67'	S13°26'34"W	57.16'



VICINITY MAP
SCALE: 1" = 2000'



OIL/GAS WELL NOTE:

1. The location indicated on the face of the plat for the Dunaway U #13-10 Well is based on the Latitude / Longitude listed on the Colorado Oil and Gas Commission website. This information was obtained from the website on 11-8-2021.

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

Revisions:	By:	Date:

SECTION:	TOWNSHIP:	RANGE:
13	2 N	68 W of the 6th PM

NORTHERN ENGINEERING
NE
FORT COLLINS: 307 North Hovea Street, Suite 100, 80521 970.221.4158 GREELEY: 820 8th Street, 80633 northernengineering.com

DATE:	SCALE:	REVIEWED BY:
09/29/2021	1" = 50'	S. LUND
PROJECT:	DESIGNED BY:	DRAWN BY:
1293-008		L. Smith

NONAME CREEK WEST BLOCK 4 REPLAT	BLOCK 4 REPLAT
FREDERICK, WELD, COLORADO	
Sheet	1
Of 1 Sheets	

**AGREEMENT FOR THE TRANSFER OF PROPERTY BETWEEN THE TOWN OF
FREDERICK COLORADO AND NONAME CREEK INVESTORS, LLC**

This Agreement made and entered into this 14 day of June 2021, by and between the Town of Frederick (Town), a Colorado municipal corporation, and NoName Creek Investors, LLC (Developer), a Colorado limited liability company.

WHEREAS, the Developer is a developer of a subdivision known as NoName Creek in the Town of Frederick, Colorado; and

WHEREAS, the Developer and the Town entered into an informal arrangement for the development of a park on NoName Creek Estates Filing 1 Replat B Block 15 owned by the Developer; and

WHEREAS, on May 21, 2015, the Developer and the Town entered into a formal agreement to transfer the park on NoName Creek Estates Filing 1 Replat B Block 15 to the Town; and

WHEREAS, over the years, the Town has made substantial improvements to the property including, but not limited to, general maintenance, the cost of playground equipment, and concrete flat work, all of which has provided an indirect benefit to the community in this area; and

WHEREAS, the parties wish to enter into a new agreement that will supersede the previous agreement, and transfer the park and the entirety of Block 15 to the Town in exchange for the Town replating NoName Creek Estates Filing 1 Replat B Block 14 into three lots, and NoName Creek West Block 4 into up to nine lots; and

WHEREAS, NoName Creek West Replat A is impacted by a gas well infrastructure on out-lot H, which is located on Town owned property that has been remediated, plugged, and abandoned.

NOW, THEREFORE, the parties agree as follows:

1. Developer owns Blocks 14 and 15 in NoName Creek Estates Filing 1 Replat B, and Block 4 in NoName Creek West.

2. The Developer agrees to transfer and the Town agrees to accept the entirety of NoName Creek Estates Filing 1 Replat B Block 15, which contains the established Town-developed and maintained park, in the approximate configuration of Exhibit A and attached hereto and made part hereof, and any water tap associated with that Block to the Town, by general warranty deed, free and clear of all liens and encumbrance with an agreed upon value of \$75,000.

a. The warranty deed shall be provided to the Town upon approval of the following plats: NoName Creek Estates Filing 1 Replat C and NoName Creek West Replat A.

AGREEMENT

Noname Creek and the Town of Frederick

June 14, 2021

Page 2

3. In exchange for the transfer of NoName Creek Estates Filing 1 Replat B Block 15 to the Town, the Town agrees to the following:

a. To survey and replat NoName Creek Estates Filing 1 Replat B Block 14 into three lots with said replat to be known as NoName Creek Estates Filing 1 Replat C in the approximate configuration of Exhibit B attached hereto and made a part hereof at an estimated cost of \$7,500.

b. To survey and replat NoName Creek West Block 4 into up to nine lots and rights-of-way with said replat to be known as NoName Creek West Replat A in the approximate configuration of Exhibit C attached hereto and made a part hereof at an estimated cost of \$7,500.

c. To waive the Town's land use deposits and fees related to the replats and review of construction plans as well as inspection fees associated with the subdivision improvements of NoName Creek Estates Filing 1 Replat C and NoName Creek West Replat A for work submitted or completed within two (2) years of the recordation of the plat as contemplated pursuant to paragraph 7 below. There will not be a waiver of the requirements for bonds and warranties associated with the subdivision improvements.

d. To accomplish both replats within six months of the approval of this Agreement by both parties.

4. The parties agree to amend the Memorandum of Agreement for Public Improvements to include a park fee in the amount of \$2500 on each newly platted lot described above. The fee shall be collected by the Town at the time of building permit is issued and then paid to the developer within 60 days after receipt by the town.

5. The parties further agree that the cost of the building permit on the newly platted lots described above shall be collected as normal from builders. At the time the building permit is issued a portion of the fee (\$3,000 per lot) collected by the Town will then paid to the developer within 60 days after receipt by the town.

6. Developer shall furnish to the Town, at Developer's expense, a current commitment for owner's title insurance policy in an amount equal to \$75,000 for NoName Creek Estates Filing 1 Replat B Block 15.

7. The Town and Developer agree that time is of the essence in having the plats approved by the Town Board, but there are benefits to Developer in having the ability to delay the filing of the plats. Therefore, upon approval of the plats by the Town, the Developer agrees to sign the plats which will be held by the Town until the Developer agrees to the Town recording them. Developer will submit the request to record the plats in writing to the Town who shall then record the plats within thirty (30) days.

a. Should the Developer choose not to have the plats recorded, the plats will remain valid for a period of up to five (5) years from the date of their approval by the Town, regardless of changes to the Land Use Code which might impact the validity of the plat.

AGREEMENT

Noname Creek and the Town of Frederick

June 14, 2021

Page 3

Closing shall be held at Fidelity National Title in Longmont, Colorado in Longmont Colorado, within 35 days after being approved, signed, and recordation of NoName Creek Estates Filing 1 Replat C and NoName Creek West Replat A by the Town. Town will further provide a copy of the approved and recorded plat documents to Developer. At closing, Developer shall transfer property contemplated in Section 1 of this Agreement.

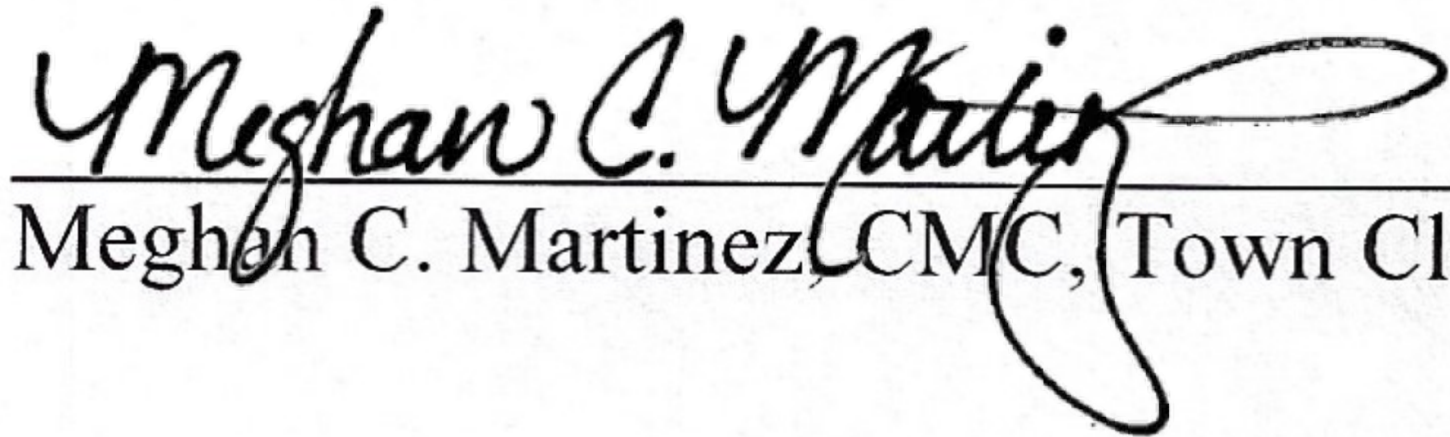
8. Developer warrants to the Town that it is the record owner for the property within the Development. The undersigned further warrants to have full power and authority to enter this agreement.

9. This agreement shall be binding on all heirs, representatives, successors and assigns of the parties.

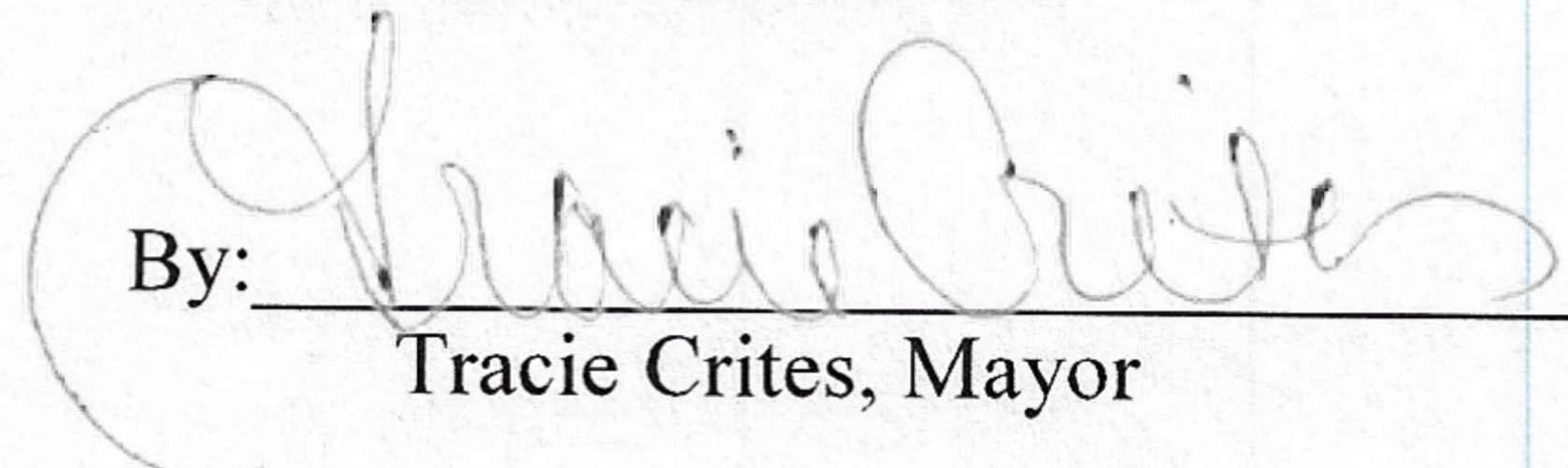
10. This agreement shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

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

ATTEST:

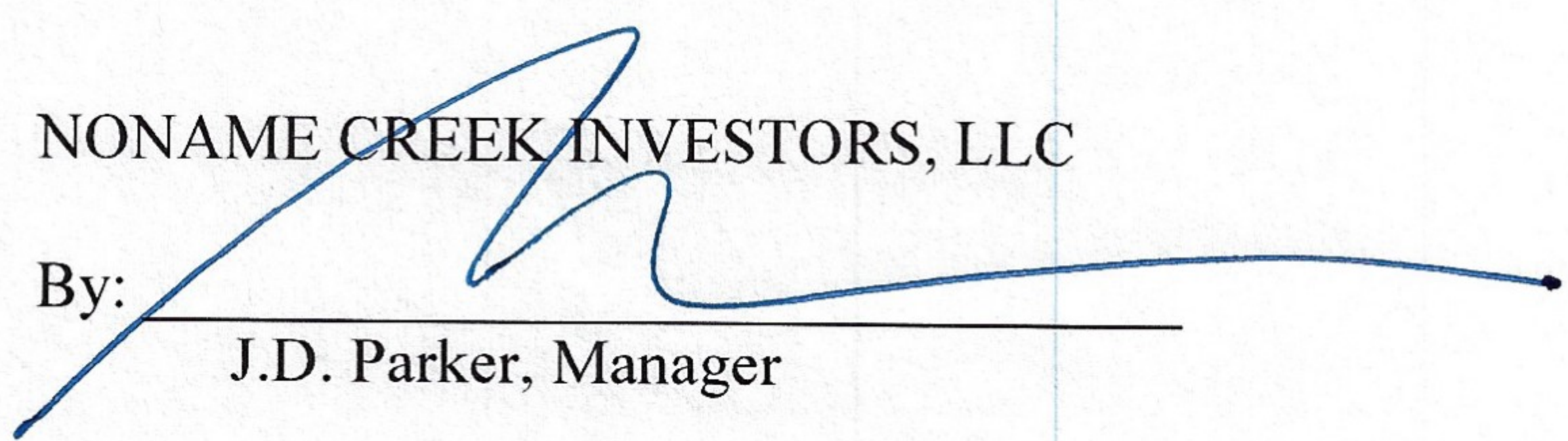

Meghan C. Martinez, CMC, Town Clerk

TOWN OF FREDERICK

By: 

Tracie Crites, Mayor

NONAME CREEK INVESTORS, LLC

By: 

J.D. Parker, Manager

Approved as to Form:

Town Attorney

**NO NAME CREEK WEST
FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS FIRST AMENDMENT to the Noname Creek West Memorandum of Agreement for Public Improvements ("FIRST AMENDMENT") is made and entered this ____ day of _____, 20__ by and between the Town of Frederick, a Colorado Municipal Corporation, whose address is P.O. Box 435, Frederick, CO 80530 ("TOWN"), and No Name Creek Investors, LLC, a Colorado Limited Liability Corporation, whose address is 202 Main Street #4, Longmont CO 80501 ("DEVELOPER").

WHEREAS, the parties entered into a No Name Creek West Memorandum of Agreement for Public Improvements on October 26th, 2000 said agreement recorded at the Weld County Clerk and Recorder's office at Reception No.2835139, hereinafter called the "AGREEMENT"; and

WHEREAS, the DEVELOPER is preparing to begin construction of public improvements for Block 4 Replat 2 of the Noname Creek West subdivision;

WHEREAS, the DEVELOPER has submitted construction plans for Block 4 Replat 2 of the Development; and

Now therefore, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. The Total Public Improvement costs for Block 4 Replat 2 are included as Exhibit B of this FIRST AMENDMENT, which exhibit is intended to replace original Exhibit B and is hereby incorporated.
2. The Finance and Public Improvement Guarantees for Block 4 Replat 2 of Noname Creek West, as required by Section 1.10 of the AGREEMENT, shall be based upon the Total Public Improvement cost as specified in item 1 above.
3. Exhibit A, Map and Legal Description, attached to this FIRST AMENDMENT, is intended to replace AGREEMENT Exhibit A and is hereby incorporated.
4. Exhibit F, Special Provisions Applying to Memorandum of Agreement for Public Improvements, included with this FIRST AMENDMENT, is intended to supplement AGREEMENT Exhibit F and is hereby incorporated. Obligations set forth in Exhibit F to the October 26th, 2000 AGREEMENT remain in full force and effect.
5. *Ratification of Agreement.* Except as specifically amended hereby, TOWN and DEVELOPER agree that the MOAPI, as amended, 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 AGREEMENT and this FIRST AMENDMENT, the terms of this FIRST AMENDMENT shall prevail.
6. *Counterparts.* This FIRST AMENDMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

TOWN OF FREDERICK

DEVELOPER

NO NAME CREEK INVESTORS, LLC

By _____
Tracie Crites, Mayor

By _____

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 A

MAP AND LEGAL DESCRIPTION

NONAME CREEK WEST BLOCK 4 REPLAT 2

BEING A REPLAT OF BLOCK 4, NONAME CREEK WEST, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP:

Know all men by these presents that No Name Creek Investors, LLC., being the Owner(s), Mortgagee or Lienholder of certain lands in Frederick, Colorado, described as follows:

A parcel of land being a portion of the Southeast Quarter of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows.

Block 4, NoName Creek West, recorded March 26, 2001 as Reception No. 2835138 of the Records of Weld County, Colorado.

Said described parcel of land contains a total of 74,198 sq. ft. more or less.

Have laid out this Subdivision Amendment Plat of the above described land under the name and Style of NONAME CREEK WEST BLOCK 4 REPLAT, thus described Subdivision Amendment Plat contains 1.70 acres, more or less, together with and subject to all easement and rights-of-way existing and/or of public record, and do hereby dedicate the right of way for Wetlands Drive as indicated herein.

Executed this _____ day of _____, 20____.

Owner

State of Colorado)
County of Weld) ss

The foregoing certificate of ownership was acknowledged before me by _____, acting in his/her capacity as _____ of _____

this _____ day of _____, 20____.

Witness My Hand and Seal _____

My Commission Expires _____

Notary Public

PLANNING COMMISSION CERTIFICATE:

Approved by the Frederick Planning Commission with Planning Commission Resolution 20____, this _____ day of _____, 20____.

Chairman

Planning Commission Secretary

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

This Subdivision Plat Map of the NONAME CREEK WEST BLOCK 4 REPLAT 2 is approved and accepted by Ordinance No. _____, passed and adopted at the regular meeting of the Board of Trustees of Frederick, Colorado, held on _____, 20____. All conditions, terms, and specifications designated or described herein shall be binding on the owner, its heirs, successors, and assigns.

All expenses incurred with respect to improvements for all utility services, paving of streets, grading, landscaping, curbs, gutters, sidewalks, and walkways, road lighting, road signs, flood protections devices, drainage structures and other improvements as shown herein this plat or as otherwise may be required to service the subdivision shall be the responsibility of the owner(s) and not the Town. The construction of improvements benefiting the subdivision and the assumption of maintenance responsibility for said improvements by the Town or other entities shall be subject to a separate Memorandum of Agreement for Public Improvements. The Town shall have no obligation to provide any improvements, maintenance thereof, or to accept such improvements or maintenance except to the extent as may be set forth in that separate Memorandum.

This acceptance of the Minor Subdivision Plat does not guarantee that the soil conditions, subsurface geology, groundwater conditions or flooding conditions of any lot shown hereon are such that a building permit will be issued for that lot.

Mayor

Attest: _____
Town Clerk

SURVEY NOTES:

1. Basis of Bearings: The West line of the Southeast Quarter of Section 13 as bearing South 00° 13' 27" West (assumed bearing) and Monumented as shown hereon.
2. Unit of measure is U.S. Survey Feet.
3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
4. This survey does not constitute a title search by the surveyor.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the Subdivision Amendment Plat shown hereon is a correct delineation of the above described parcel of land.

I further certify that this Subdivision Amendment Plat and legal description were prepared under my personal supervision and in accord with applicable State of Colorado requirements on this _____ day of _____, 20____.

Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional Land Surveyor #34995

OWNER/DEVELOPER

No Name Creek Investors, LLC
202 Main St., Suite 4
Longmont, Colorado 80501
(303) 772-5382

SURVEYOR

Northern Engineering Services, Inc.
Steven A. Lund, PLS
820 8th Street
Greeley, Colorado 80631
(970) 221-4158

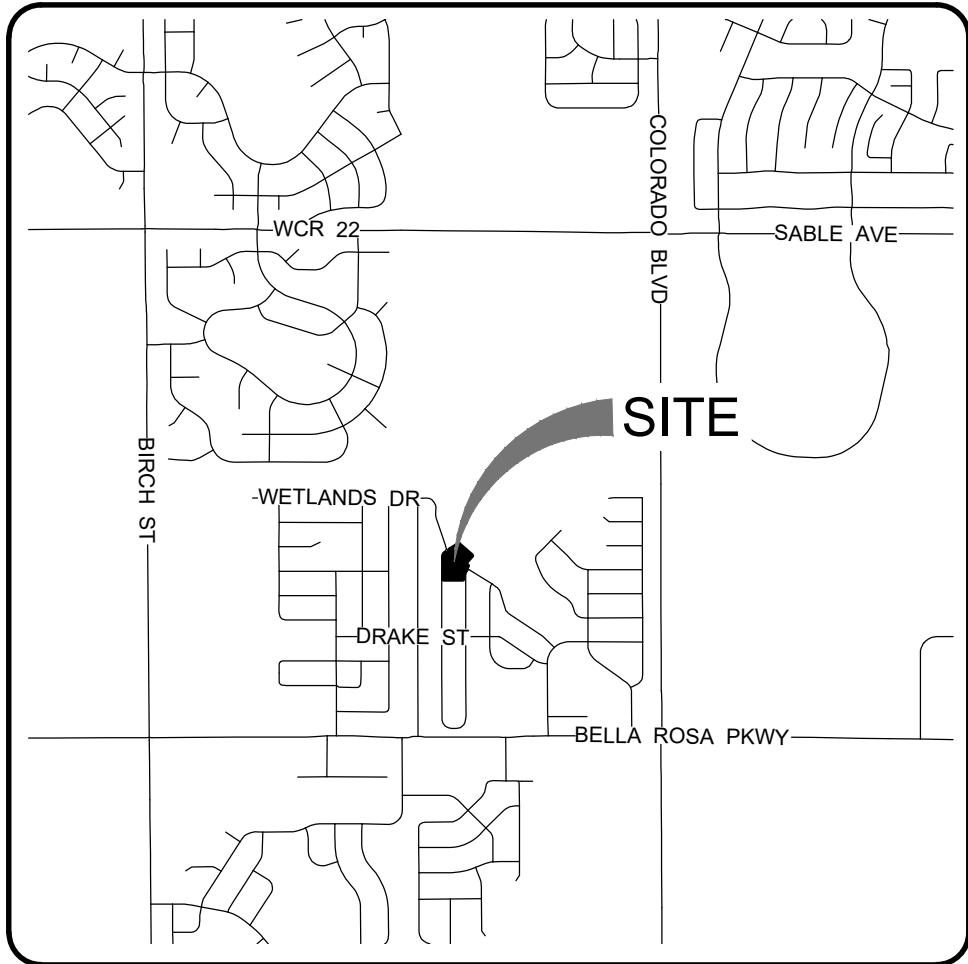
SYMBOL LEGEND

●	FOUND PROPERTY MONUMENT
○	SET 18" OF #4 REBAR WITH ORANGE PLASTIC CAP, LS 34995 UNLESS OTHERWISE NOTED

LINE LEGEND

---	RIGHT OF WAY LINE
---	BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	VACATED EASEMENT LINE
---	ROAD CENTERLINE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	8°31'30"	75.00'	11.16'	S52°47'00"E	11.15'
C2	32°43'40"	125.00'	71.40'	S16°35'25"W	70.43'
C3	21°41'45"	75.00'	28.40'	N11°04'27"E	28.23'
C4	114°03'30"	17.50'	34.84'	N78°57'05"E	29.36'
C5	4°30'05"	125.00'	9.82'	S46°16'13"E	9.82'
C6	16°46'11"	75.00'	21.95'	N40°08'09"W	21.87'
C7	75°10'48"	17.50'	22.96'	S10°55'51"E	21.35'
C8	26°25'58"	125.00'	57.67'	S13°26'34"W	57.16'



VICINITY MAP
SCALE: 1" = 2000'



OIL/GAS WELL NOTE:

1. The location indicated on the face of the plat for the Dunaway U #13-10 Well is based on the Latitude / Longitude listed on the Colorado Oil and Gas Commission website. This information was obtained from the website on 11-8-2021.

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

Revisions:	By:	Date:

SECTION:	TOWNSHIP:	RANGE:
13	2 N	68 W of the 6th PM

NORTHERN ENGINEERING
NE
FORT COLLINS: 307 North Hovea Street, Suite 100, 80521 970.221.4158 GREELEY: 820 8th Street, 80633 northernengineering.com

DATE:	SCALE:	REVIEWED BY:
09/29/2021	1" = 50'	S. LUND
PROJECT:	DESIGNED BY:	DRAWN BY:
1293-008		L. Smith

NONAME CREEK WEST BLOCK 4 REPLAT
BLOCK 4 REPLAT
FREDERICK, WELD, COLORADO

Sheet
1
Of 1 Sheets

EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED

Project: Noname Creek West Block 4 Replat 2

Date Prepared: 12/09/2021

PGI Project No.: 166.008

EXHIBIT A

NONAME CREEK WEST BLOCK 4 REPLAT 2 - PUBLIC IMPROVEMENTS

ITEMS INCLUDED IN THE NONAME CREEK WEST COST ESTIMATE

1. All demolition activities related to the installation of Water, Sanitary Sewer, and Roadway improvements for this Noname Creek West Replat 2.
2. Construction of the Roadway improvements for Wetlands Drive within Blocks 1 and 2.
3. The installation of the 8" PVC water main line, serving Blocks 1 and 2, designed as part of the Noname Creek West Construction Plans. Note - The installation status of this 8" main line has not been verified, and may have been constructed with the Noname Creek West public improvements. This includes replacement of existing 8" gate valves at the 2 points of connection.
4. The installation of Water and Sanitary Sewer service connections for all Lots within Block 1 and 2.
5. Erosion control and BMP items related to construction activities.

Project: Noname Creek West Block 4 Replat 2
PGI Project No.: 166.008

Date Prepared: 12/09/2021

EXHIBIT A
NONAME CREEK WEST BLOCK 4 REPLAT 2 - PUBLIC IMPROVEMENTS

DESCRIPTION		COST
1. DEMOLITION	Subtotal	\$12,348
2. EROSION CONTROL	Subtotal	\$6,240
3. ROADWAY IMPROVEMENTS	Subtotal	\$62,176
4. UTILITY IMPROVEMENTS	Subtotal	\$49,155
CONSTRUCTION TOTAL		\$129,919
ADD 10% CONTINGENCY		\$12,992
TOTAL COST		\$142,911

Project: Noname Creek West Block 4 Replat 2

Date Prepared: 12/09/2021

PGI Project No.: 166.008

EXHIBIT A

NONAME CREEK WEST BLOCK 4 REPLAT 2 - PUBLIC IMPROVEMENTS

Engineers Estimate of Probable Costs

DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST
1. Demolition					
A	SAWCUT EXISTING ASPHALT AND SIDEWALK	336	LF	\$3.00	\$1,008.00
B	REMOVE EXISTING ASPHALT AND SIDEWALK	82	SY	\$30.00	\$2,460.00
C	REMOVE EXISTING GRAVEL ACCESS ROAD	444	SY	\$20.00	\$8,880.00
Demolition Subtotal					\$12,348.00
2. Erosion Control					
A	SILT FENCE	520	LF	\$2.00	\$1,040.00
B	VEHICLE TRACKING CONTROL	1	LS	\$2,000.00	\$2,000.00
C	CONCRETE WASHOUT	1	LS	\$1,200.00	\$1,200.00
D	INLET PROTECTION	1	LS	\$700.00	\$700.00
E	ROCK SOCKS	30	LF	\$10.00	\$300.00
F	BMP MAINTENANCE	1	LS	\$1,000.00	\$1,000.00
Erosion Control Subtotal					\$6,240.00
3. Roadway Improvements					
3a. Concrete					
A	ATTACHED CONCRETE SIDEWALK	1,865	SF	\$7.00	\$13,055.00
B	MONOLITHIC CURB AND GUTTER	499	LF	\$29.00	\$14,471.00
Roadway Concrete Subtotal					\$27,526.00
3b. Asphalt					
A	5" HOT MIX ASPHALT	990	SY	\$35.00	\$34,650.00
Roadway Asphalt Subtotal					\$34,650.00
Roadway Improvements Subtotal					\$62,176.00

DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST
4. Utility Improvements					
4a. Water					
A	3/4" DOMESTIC WATER SERVICE	6	EA	\$1,900.00	\$11,400.00
B	8" PVC MAIN LINE *	286	LF	\$40.00	\$11,440.00
C	22.5° BEND W/ THRUST RESTRAINT	1	EA	\$665.00	\$665.00
D	8" GATE VALVE W/ VALVE BOX	2	EA	\$2,825.00	\$5,650.00
E	TIE TO EXISTING	2	EA	\$2,500.00	\$5,000.00
Water Improvements Subtotal					\$34,155.00
4b. Sanitary Sewer					
A	4" DOMESTIC SANITARY SERVICE	6	EA	\$2,500.00	\$15,000.00
Sanitary Sewer Improvements Subtotal					\$15,000.00
Utility Improvements Subtotal					\$49,155.00

***Note:** 8" PVC main line was proposed with the Noname Creek West Construction Plans. Installation of the 8" PVC main line with the Noname Creek West public improvements has not been verified.

Subtotal	\$129,919.00
10% Contingency	\$12,991.90
TOTAL	\$142,910.90

The opinion of probable construction costs was based on approximate quantity estimates based on the [Noname Creek West Block 4 Replat 2 Construction Documents prepared by Permontes Group, Inc.](#), latest revision dated 12/09/2021.

Quantities were multiplied by current construction industry prices. The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT F

SPECIAL PROVISIONS APPLYING TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

This Exhibit F is attached to and incorporated into that certain Memorandum of Agreement for Public Improvements for the NoName Creek West Subdivision by and between the Town of Frederick, a Colorado municipal corporation and No Name Creek Investors, LLC a Colorado Limited Liability Corporation (the “DEVELOPER”). In the event of any conflict between any paragraph, sentence or clause of this Exhibit F and similar provisions elsewhere in the MOAPI, the paragraph, sentence, or clause of this Exhibit F shall control.

1. Inspection Fees for Subdivision Infrastructure

The TOWN, pursuant to the AGREEMENT FOR THE TRANSFER OF PROPERTY BETWEEN THE TOWN OF FREDERICK COLORADO AND NONAME CREEK INVESTORS, LLC dated June 14, 2021, shall not require deposits and fees related to the replats and review of construction plans as well as inspection fees associated with the subdivision improvements of NoName Creek Estates Filing 1 Replat C and NoName Creek West Replat A for work submitted or completed within two (2) years of the recordation of the plat.

2. Park Fee

The TOWN at the time of building permit issuance shall collect on behalf of the DEVELOPER \$2,500 per residential building permit for each of the newly platted lots within the Block 4 Replat 2 of the NoName Creek West subdivision. The TOWN shall remit to the DEVELOPER the funds collected within 60 days of receipt of funds.

3. Building Permit Fees

The TOWN at the time of building permit issuance shall collect building per fees as normal from builders per residential building permit for each of the newly platted lots within the Block 4 Replat 2 of the NoName Creek West subdivision. The TOWN shall remit to the DEVELOPER \$3,000 of the funds collected per lot within 60 days of receipt of funds.

4. Water Dedication Requirements

The Developer shall transfer to the Town 1.0 CBT units per single family equivalent before any building permits will be issued for Block 4 Replat 2.

**NONAME CREEK ESTATES
FIRST AMENDMENT TO THE
SUBDIVISION AGREEMENT**

THIS FIRST AMENDMENT to the Subdivision Agreement for Noname Creek Estates ("FIRST AMENDMENT") is made and entered this ____ day of _____, 20__ by and between the Town of Frederick, a Colorado Municipal Corporation, whose address is P.O. Box 435, Frederick, CO 80530 ("TOWN"), and No Name Creek Investors, LLC, a Colorado Limited Liability Corporation, whose address is 202 Main Street #4, Longmont CO 80501 ("DEVELOPER").

WHEREAS, the parties entered into a Noname Creek Estates Subdivision Agreement on January 28th, 1999 said agreement recorded at the Weld County Clerk and Recorder's office at Reception No.2670206, hereinafter called the "AGREEMENT"; and

WHEREAS, the DEVELOPER is preparing to begin construction of public improvements for Filing 1 Replat C of the Noname Creek Estates Subdivision;

WHEREAS, the DEVELOPER has submitted construction plans for Filing 1 Replat C of the Development; and

Now therefore, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. The Total Public Improvement costs for Filing 1 Replat C are included as Exhibit B of this FIRST AMENDMENT, which exhibit is intended to replace original Exhibit B and is hereby incorporated.
2. The Finance and Public Improvement Guarantees for Filing 1 Replat C of Noname Creek Estates, as required by Section 1.10 of the AGREEMENT, shall be based upon the Total Public Improvement cost as specified in item 1 above.
3. Exhibit A, Map and Legal Description, attached to this FIRST AMENDMENT, is intended to replace AGREEMENT Exhibit A and is hereby incorporated.
4. Exhibit F, Special Provisions Applying to Subdivision Agreement, included with this FIRST AMENDMENT, is intended to supplement AGREEMENT Exhibit F and is hereby incorporated. Obligations set forth in Exhibit F to the October 26th, 2000 AGREEMENT remain in full force and effect.
5. *Ratification of Agreement.* Except as specifically amended hereby, TOWN and DEVELOPER agree that the SUBDIVISION AGREEMENT, as amended, 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 AGREEMENT and this FIRST AMENDMENT, the terms of this FIRST AMENDMENT shall prevail.
6. *Counterparts.* This FIRST AMENDMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Page 2 of 5

EXHIBIT A

MAP AND LEGAL DESCRIPTION

NONAME CREEK ESTATES, FILING 1 REPLAT C

BEING A REPLAT OF BLOCK 14, NONAME CREEK ESTATES, FILING 1 REPLAT "B"
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FREDERICK,
COUNTY OF WELD, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP:

Know all men by these presents that No Name Creek Investors, LLC., being the Owner(s), Mortgagee or Lienholder of certain lands in Frederick, Colorado, described as follows:

A parcel of land being a portion of the Southeast Quarter of Section Thirteen (13), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows.

Block 14, NoName Creek Estates, Filing 1 Replat "B", recorded January 4, 2000 as Reception No. 2742085 of the Records of Weld County, Colorado.

Said described parcel of land contains a total of 27,648 sq. ft. more or less.

Have laid out this Subdivision Amendment Plat of the above described land under the name and Style of NONAME CREEK ESTATES, FILING 1 REPLAT C; Thus described Subdivision Amendment Plat contains 0.635 acre more or less, together with and subject to all easement and rights-of-way existing and/or of public record.

Executed this _____ day of _____, 20____.

Owner _____

Mortgage or Lienholder _____

State of Colorado)
) ss
County of Weld)

The foregoing certificate of ownership was acknowledged before me by _____, acting in his/her capacity as _____ of _____.

this _____ day of _____, 20____.

Witness My Hand and Seal _____

My Commission Expires _____

Notary Public _____

STAFF CERTIFICATE OF APPROVAL:

This Subdivision Amendment Plat of the NONAME CREEK ESTATES, FILING 1 REPLAT C is approved and accepted by the Town of Frederick Planning Department this _____ day of _____, 20____ in accordance with Section 4.11.2 of the Land Use Code for Subdivision Amendments

Planning Director _____

SURVEY NOTES:

1. Basis of Bearings: The Northerly line of Block 14, Noname Creek Estates, Filing 1 Replat "B" as bearing South 45°06'32" East (assumed bearing) and Monumented as shown hereon.
2. Unit of measure is U.S. Survey Feet.
3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
4. This survey does not constitute a title search by the surveyor.
5. The 20' wide access and utility easement, previously dedicated within "Replat B" Reception No. 2742085, is vacated by this replat action.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the Subdivision Amendment Plat shown hereon is a correct delineation of the above described parcel of land.

I further certify that this Subdivision Amendment Plat and legal description were prepared under my personal supervision and in accord with applicable State of Colorado requirements on this _____ day of _____, 20____.

Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

OWNER/DEVELOPER

No Name Creek Investors, LLC
202 Main St., Suite 4
Longmont, Colorado 80501
(720) 382-5500

SURVEYOR

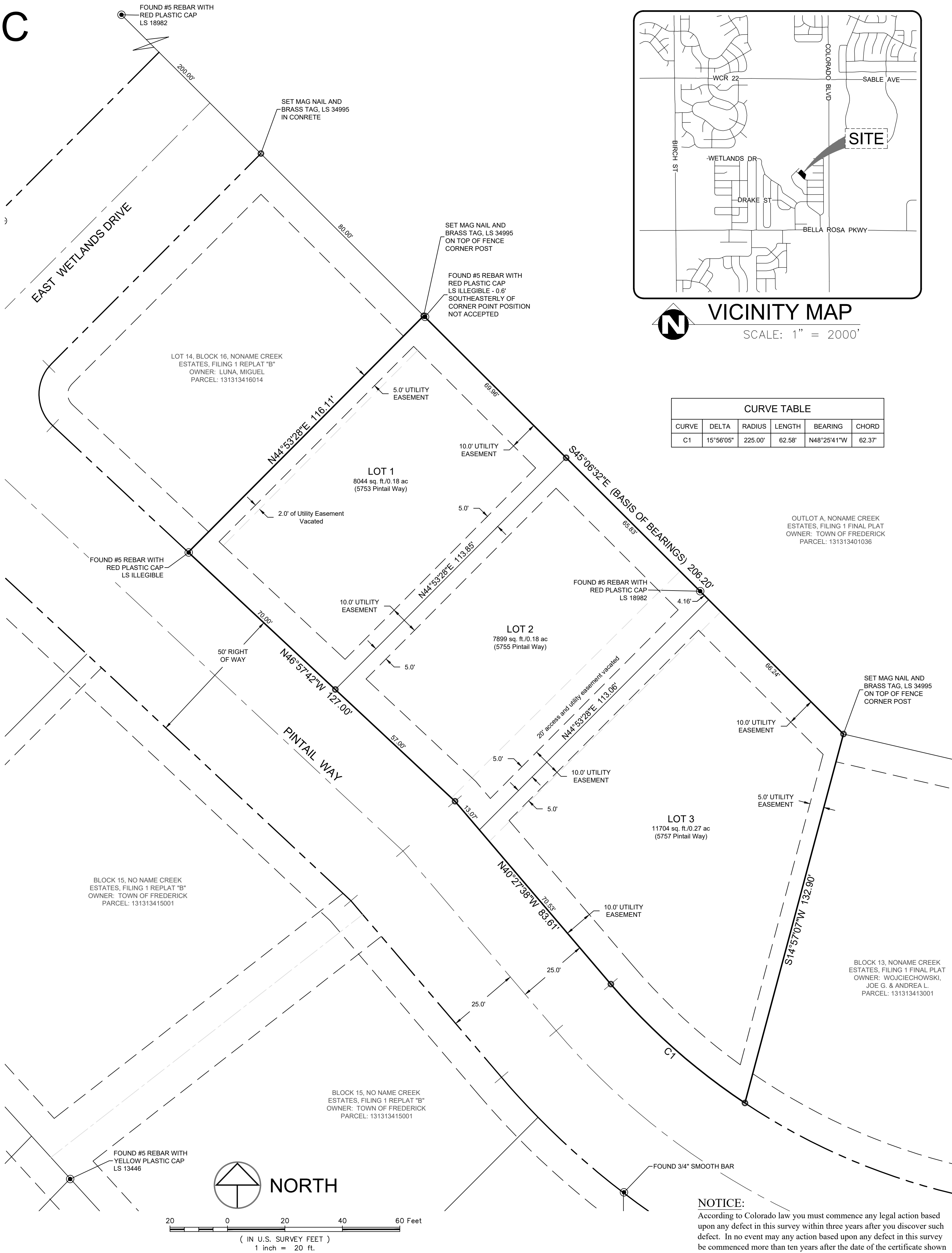
Northern Engineering Services, Inc.
Steven A. Lund, PLS
820 8th Street
Greeley, Colorado 80631
(970) 221-4158

SYMBOL LEGEND

●	FOUND PROPERTY MONUMENT
○	SET 18" OF #4 REBAR WITH ORANGE PLASTIC CAP, LS 34995 UNLESS OTHERWISE NOTED

LINE LEGEND

---	RIGHT OF WAY LINE
---	BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	VACATED EASEMENT LINE
---	ROAD CENTERLINE



NONAME CREEK ESTATES, FILING 1 REPLAT C

BLOCK 14 REPLAT
FREDERICK, WELD, COLORADO

Sheet

1

Of 1 Sheets

NONAME CREEK ESTATES, FILING 1 REPLAT C

Revisions:	By:	Date:

SECTION:	TOWNSHIP:	RANGE:
13	2 N	68 W of the 6th PM

NORTHERN ENGINEERING	N	FORT COLLINS: 307 North Hovea Street, Suite 100, 80521, 970.221.4158 GREELEY: 820 8th Street, 80631 northernengineering.com

DATE:	10/14/2021
PROJECT:	1293-008
DESIGNED BY:	SCALE: 1" = 20'
DRAWN BY:	REVIEWED BY:
A. Lund	S. Lund

EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED

Project: Noname Creek Estates, Filing 1 Replat C
PGI Project No.: 166.008

Date Prepared: 12/09/2021

EXHIBIT A
NONAME CREEK ESTATES, FILING 1 REPLAT C
ITEMS INCLUDED IN THE PHASE 1 COST ESTIMATE

1. All demolition activities related to the installation of Water and Sanitary Sewer improvements for Block 14, Lots 1-3 of the Noname Creek Estates, Filing 1 Replat C.
2. The installation of Water and Sanitary Sewer service connections to the existing lines in Pintail Way.
3. Replacement of the Concrete and Asphalt improvements removed with the installation of Water and Sanitary Sewer services.

Project: Noname Creek Estates, Filing 1 Replat C
PGI Project No.: 166.008

Date Prepared: 12/09/2021

EXHIBIT A
NONAME CREEK ESTATES, FILING 1 REPLAT C

DESCRIPTION		COST
1. DEMOLITION	Subtotal	\$3,255
2. ROADWAY IMPROVEMENTS	Subtotal	\$3,321
3. UTILITY IMPROVEMENTS	Subtotal	\$13,200
CONSTRUCTION TOTAL		\$19,776
ADD 10% CONTINGENCY		\$1,978
TOTAL COST		\$21,754

Project: Noname Creek Estates, Filing 1 Replat C

Date Prepared: 12/09/2021

PGI Project No.: 166.008

EXHIBIT A

NONAME CREEK ESTATES, FILING 1 REPLAT C

Engineers Estimate of Probable Costs

DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST
1. Demolition					
A	SAWCUT EXISTING ASPHALT AND SIDEWALK	355	LF	\$3.00	\$1,065.00
B	REMOVE EXISTING ASPHALT AND SIDEWALK	73	SY	\$30.00	\$2,190.00
<i>Demolition Subtotal</i>					\$3,255.00
2. Roadway Improvements					
2a. Concrete					
A	ATTACHED CONCRETE SIDEWALK	90	SF	\$7.00	\$630.00
B	MONOLITHIC CURB AND GUTTER	24	LF	\$29.00	\$696.00
<i>Roadway Concrete Subtotal</i>					\$1,326.00
2b. ASPHALT					
A	5" HOT MIX ASPHALT	57	SY	\$35.00	\$1,995.00
<i>Roadway Asphalt Subtotal</i>					\$1,995.00
<i>Roadway Improvements Subtotal</i>					\$3,321.00

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST
3. Utility Improvements				
3a. Water				
A 3/4" DOMESTIC WATER SERVICE	3	EA	\$1,900.00	\$5,700.00
Water Subtotal				\$5,700.00
3a. Sanitary Sewer				
A 4" DOMESTIC SANITARY SERVICE	3	EA	\$2,500.00	\$7,500.00
Sanitary Sewer Subtotal				\$7,500.00
Utility Improvements Subtotal				\$13,200.00

Subtotal	\$19,776.00
10% Contingency	\$1,977.60
TOTAL	\$21,753.60

The opinion of probable construction costs was based on approximate quantity estimates based on the [Noname Creek Estates, Filing 1 Replat C Construction Documents prepared by Permontes Group, Inc.](#), latest revision dated [Date 12/09/2021](#).

Quantities were multiplied by current construction industry prices. The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT F

SPECIAL PROVISIONS APPLYING TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

This Exhibit F is attached to and incorporated into that certain Subdivision Agreement for the NoName Creek Estates Subdivision by and between the Town of Frederick, a Colorado municipal corporation and No Name Creek Investors, LLC a Colorado Limited Liability Corporation (the “DEVELOPER”). In the event of any conflict between any paragraph, sentence or clause of this Exhibit F and similar provisions elsewhere in the SUBDIVISION AGREEMENT, the paragraph, sentence, or clause of this Exhibit F shall control.

1. Inspection Fees for Subdivision Infrastructure

The TOWN, pursuant to the AGREEMENT FOR THE TRANSFER OF PROPERTY BETWEEN THE TOWN OF FREDERICK COLORADO AND NONAME CREEK INVESTORS, LLC dated June 14, 2021, shall not require deposits and fees related to the replats and review of construction plans as well as inspection fees associated with the subdivision improvements of NoName Creek Estates Filing 1 Replat C and NoName Creek West Replat A for work submitted or completed within two (2) years of the recordation of the plat.

2. Park Fee

The TOWN at the time of building permit issuance shall collect on behalf of the DEVELOPER \$2,500 per residential building permit for each of the newly platted lots within the Filing 1 Replat C of the NoName Creek Estates subdivision. The TOWN shall remit to the DEVELOPER the funds collected within 60 days of receipt of funds.

3. Building Permit Fees

The TOWN at the time of building permit issuance shall collect building per fees as normal from builders per residential building permit for each of the newly platted lots within the Filing 1 Replat C of the NoName Creek Estates subdivision. The TOWN shall remit to the DEVELOPER \$3,000 of the funds collected per lot within 60 days of receipt of funds.

4. Water Dedication Requirements

The Developer shall transfer to the Town 1.0 CBT units per single family equivalent before any building permit will be issued for Filing 1 Replat C.



401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435

Phone: (720) 382-5500 • Fax: (720) 382-5520

www.frederickco.gov

MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
JULY 7, 2022
6:00 PM

CALL TO ORDER: At 6:01 p.m. Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Commissioner Conroy, Commissioner Scott, and Commissioner Stark.
- Staff: Planning Manager Ali van Deutekom, Planner Maureen Welsh, Deputy Town Manager Ryan Johnson, Town Attorney Jason Meyers, Land Use Attorney Todd Messenger, and Deputy Town Clerk Taylor Kittilson.

APPROVAL OF AGENDA:

There were no changes to the agenda as presented.

APPROVAL OF JUNE 16, 2022 MINUTES:

Motion by Commissioner Stark and seconded by Commissioner Conroy to approve the June 16, 2022 Minutes. Upon roll call vote, motion passed unanimously.

LAND USE CODE UPDATE STRATEGIC ASSESSMENT:

Planner Ali van Deutekom and Land Use Attorney Todd Messenger addressed the commission to present the Land Use Code Update Strategic Assessment.

Key update suggestions presented were:

- Addressing all of forms of development so applications are processed in a timely manner.
- Use the lens of "community character" to evaluate current standards and propose new ones.
- Completely rework the land use that are set out in the current Table 3-1 so each use is a principal land use that is defined broadly enough to include a full range of activities.
- Coordinate the land use table and the parking table.
- Create new zoning districts and update current zoning districts to better reflect the town's development priorities.
- Creating established neighborhood zoning districts that allow for the expansion or modification of existing homes.
- Use maximum density and minimum open space requirements.
- Use a durable organizational structure that facilitates adaptation of the Code over time.

Built on What Matters.

CONSIDERATION OF THE MINERS PARK TOWN CENTRE REZONE:

Planner Maureen Welsh presented the proposed rezone.

The applicant, Karen Henry, was present but did not address the board.

Motion by Commissioner Scott and seconded by Commissioner Stark to approve PCR-2022-10 A, a Resolution of the Planning Commission Recommending Approval of The Miners Park Town Centre Rezone. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF THE NO NAME CREEK WEST BLOCK 4 REPLAT 2:

Planner Ali van Deutekom presented the proposed replat.

Planner van Deutekom informed the that in the original agenda, this stated as PCR-2022-10. She corrected this to be PCR-2022-11.

At 7:39 P.M. Chairperson Moe opened the public hearing.

At 7:41 P.M. Chairperson Moe closed the public hearing.

Motion by Commissioner Stark and seconded by Commissioner Conroy to approve PCR-2022-11 A, a Resolution of the Planning Commission Recommending Approval of The No Name Creek West Block 4 Replat 2. Upon roll call vote, motion passed unanimously.

OTHER BUSINESS:

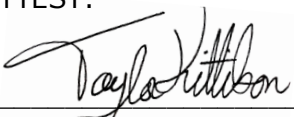
Jason Meyers addressed the Commission in regards to the commissioner position vacancy.

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 7:54 P.M.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:



Taylor Kittilson, Deputy Town Clerk

By: _____
Tracie Crites, Mayor

By: Meghan C. Martinez, Town Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ (name), _____ (title) of the Town of Frederick, a Colorado municipal corporation.

My commission expires _____.

9



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Northern Integrated Supply Project WIFIA Loan Letter of Intent

Agenda Date: Town Board Meeting – July 26, 2022

Attachments: a. WIFIA Letter of Intent

Finance Review: _____
Administrative Services

Submitted by: Jason Meyers
Town Attorney

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

The Northern Integrated Supply Project supports the Town's Strategic Plan Strategic, Reliable & Sustainable Infrastructure Goal. The Town is dedicated to investing in existing a future water while planning for sustainable growth and development. Frederick will also take all steps required to implement the adopted Water Supply Plans.

- NISP is a large part of the Town's Long-Term Water Supply as it will provide 2,600 AF of water.

Summary Statement:

As the Northern Integrated Supply Project moves closer to issuance of the Record of Decision from the Army Corps of Engineers the participants and Northern Water are further investigating the financing options for the participants to pay for the construction of the two reservoirs, Glade and Galetton.

Detail of Issue/Request:

Built on What Matters.

Northern Water has requested that all participants present the WIFIA Letter of Intent to their Boards by the end of August to request support from our Board of the Letter. Northern Water has applied for a Water Infrastructure Finance and Innovation Act (WIFIA) loan. This funding source could provide a long-term low-cost funding source for a large portion of the NISP project. The Letter of Intent provides information to WIFIA regarding the interest of the participants in the funding source. This letter will preserve the Town's ability to participant in the WIFIA financing if it is approved and the Town wants to participate. The Letter does not require the Town to participate in the WIFIA financing if the Town determines it is not the best option for the Town.

Legal Comments:

The Town's Attorney and Water Attorney have attended the meeting with Northern Water to discuss the WIFIA Letter of Intent document and provide comments to Northern Water to address concerns that they had on previous versions of the Letter. The Letter is non-binding but provides opportunity for flexibility in financing options for the project and the Town moving forward.

Alternatives/Options:

The Town has been requested to sign and return the letter to Northern Water in August; the Town may sign and return the letter earlier than the requested date. The Town may opt not to sign the letter, which may result in complications between the Town and the NISP participant group.

Financial Considerations:

The Town has committed to funding the NISP project every year as new Interim Agreements are approved to continue design and permitting the project. As the Project continues, the Town will enter into additional agreements including an allotment contract and project funding agreements that will more specifically identify the Town's obligation for funding the reservoir construction and operation costs.

Staff Recommendation:

It is staff's recommendation for the Board to direct the Mayor to sign the Letter of Intent.



401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435

Phone: (720) 382-5500

frederickco.gov

Carl Brouwer, PE
Project Management Department Manager
Northern Water
220 Water Ave
Berthoud, CO 80513

RE: NISP Letter of Intent

The Town of Frederick understands the NISP Enterprise is seeking a Water Infrastructure Finance and Innovation Act ("WIFIA") loan as part of its NISP pooled financing program, a program in which the Town of Frederick, at its discretion, will have the option to participate. Regardless of the Frederick's final decision whether to join the pooled financing program, the Town of Frederick supports the NISP Enterprise submitting a loan application to WIFIA for partial financing of NISP construction. We remain committed to funding the development of NISP as evidenced by our continued financial support, up to and including the 18th annual NISP interim funding agreement, and also fully intend, based on the information available to it as of the date of this letter, to contribute our proportional share to finance or fund the construction and operation of NISP.

Upon the reaching of certain NISP development milestones and agreement among the participating entities on satisfactory terms of an Allotment Contract, the Town of Frederick intends to enter into an Allotment Contract with the NISP Enterprise. Among other things, the Allotment Contract will provide the framework by which NISP construction will be financed. The Town of Frederick intends to pledge a portion or all of its water activity enterprise revenues to meet its Allotment Contract financial obligations. All financial obligations under the Allotment Contract will be treated as operating expenses of the water activity enterprise. This includes any payments to cover financing costs the NISP Enterprise incurs on the Town of Frederick's behalf if, and to the extent, the Town of Frederick joins the NISP pooled financing program.

The Town of Frederick understands the Allotment Contracts will contain the following two provisions: (1) take-or-pay provisions, such that any obligations related to the pooled financing costs for Participants that join the NISP pooled financing program are paid irrespective of project performance including deliveries of water; and (2) "step-up" provisions where if a participant defaults in the payment of its obligations, the remaining participants will be required to accept a pro-rata share of and pay a pro-rata share for, and then will be entitled to proportionate benefits of, the defaulting participant's obligations.

The Town of Frederick is authorized to enter into such an Allotment Contract with the above terms by C.R.S. §§ 31-35-402(1)(h), 32-1-1101(1)(d), and 37-45.1-101, *et. seq.*

Additional actions and approvals are required for the Town of Frederick to enter into an Allotment Contract and those additional actions and approvals are not guaranteed. Further, this letter does not

Built on What Matters.

commit the Town of Frederick to joining the NISP pooled financing program. This letter is solely intended to reserve the NISP Pooled financing option for the Town of Frederick, and specifically, to allow WIFIA to accept a NISP loan application from the NISP Enterprise. This letter does not confer benefits on any third parties, including, but not limited to, the other entities participating in the NISP Project

Sincerely,

Tracie Crites, Mayor Town of Frederick

