Town of Frederick
Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, July 12, 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

Town of Frederick
Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, June 14, 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:

St Vrain Valley School District Education Foundation Community Funding Request – Michelle Phelan

Action Agenda:

A. Resolution 22-R-57 Awarding the 2022 Frederick High School Scholarships – Meghan Martinez, Town Clerk

Recess for Scholarship Reception:

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:

B. Administrative Report – Bryan Ostler, Town Manager

C. Town Clerk's Report – Meghan Martinez, Town Clerk

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

D. Resolution 22-R-58 Cancelling Various Work Sessions for 2022 – Meghan Martinez, Town Clerk

E. Resolution 22-R-59 Authorizing the Purchase of 2 Units of C-BT Water from Bonita B. Horn – Sarah Watson, Engineer

F. Resolution 22-R-60 Authorizing the Purchase of 47 Units of C-BT Water from Western Equipment and Truck, Inc – Sara Watson, Engineer

Action Agenda (cont):

G. Public Hearing Ordinance 1377 Rezoning Five Parcels Comprising Approximately 37 Acres of Property in the Miners Park Town Centre Subdivision to Residential High Density (R-3) – Maureen Welsh, Planner

H. Resolution 22-R-61 Authorizing the Mayor to Execute the Nelson Farm Memorandum of Agreement for Public Improvements – Jason Berg, Engineer

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.

Adjournment:

ORGANIZATION SUMMARY

Organization Name: St Vrain Valley Schools Education Foundation

Mailing Address: 619 Bowen Street, Longmont CO 80501

Contact Person:

Michelle Phelan — Community Liaison

Name — Title

970-227-1859

Phone Number — Fax Number

michelle@stvrainfoundation.org

Email Address

Federal Tax ID: 84-0979954 State Tax ID: 09818114

Please describe your project and the reason for your request:

Crayons to Calculators is a school supply distribution program to ensure students with a financial need receive supplies needed for the academic year. Students receiving school supplies are determined by individual schools in St. Vrain Valley schools district and provided to the Foundation. Students are PK-12th grade and include 18 schools in Weld County, with 5 schools in Frederick and 4 in close proximity. Approximately 397 backpacks and school supplies are needed for students at Frederick schools. Supplies are purchased wholesale and distributed by volunteers and delivered by St. Vrain Valley School District Operations. Expected to arrive at schools by August 1. Requesting funds to support Frederick students, approximately $500.

Amount Requested: $ 500

Number of Town of Frederick Residents and/or visitors that will participate and/or benefit from the program you are proposing: 440 students

In what way will this program enhance the Town of Frederick's positive image, provide opportunity for informal education, community building and/or family entertainment:
Supporting students with a financial need to receive school supplies needed for the academic 2022-2023 school year.

Has your organization applied for a grant from the Town of Frederick before? YES ___ NO X

How much did you receive? $ —

How was the grant money used?

Were there funds left over? If so how those funds utilized by your organization?:

Please provide a list of organizations you have already solicited or will be soliciting)?:
Western Disposal, Encore Data Products, Comcast, Nordson, StickerGiant, Google, Premier Members Credit Union, Elevations Credit Union, First National Bank of Omaha, OtterCares, Agile, Seagate

Please include the following attachments:

1. Board of Directors and Key Staff noting any paid staff.
2. Copy of the IRS Determination Letter indicating Tax-Exempt Status of the organization.

Name and Signature of Organization's Project Chairperson:

Michelle Phelan
Name (Please Print)

970-227-1859
Telephone Number

Michelle Phelan
Signature

June 24, 2022
Date

PROGRAM / PROJECT BUDGET

Program Name: Crayons to Calculators - StVrain Valley

Total Project Budget (Please Itemize): (Personnel, Promotion, Supplies, Services, etc.)	Amount:
Supplies and Backpacks	$ 187,000
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total Cost (A):	$

Sources of Funding for the Program:
(Gifts and Grants pledged or paid)

Corporations:	$ 137,000 YTD
Foundations:	$ —
Individuals:	$ TBD
Government:	$ —
Other:	$ TBD
Total Funds Available (B)	$ 137,000 YTD
Balance Required (A minus B)	$ 50,000
Amount Requested:	$ 500.00

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ST. VRAIN VALLEY EDUCATIONAL FOUNDATION, INC.

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20023008056.

The status of its registration is **GOOD**, and this status has been in effect since 05/18/2018.

The organization's registration is or was due to be renewed by 02/15/2019.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 08/28/2018.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 08-28-2018 15:05:20

STATE OF COLORADO NIL SINE NUMINE 1876

Wayne W. Williams

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ST. VRAIN VALLEY EDUCATIONAL FOUNDATION, INC.

is a

Nonprofit Corporation

formed or registered on 03/18/1985 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871611209 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/23/2018 that have been posted, and by documents delivered to this office electronically through 08/28/2018 @ 15:02:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/28/2018 @ 15:02:24 in accordance with applicable law. This certificate is assigned Confirmation Number 11088641 .

Wayne W. Williams

Secretary of State of the State of Colorado

End of Certificate

St. Vrain Valley Schools
EDUCATION FOUNDATION
Student Success. Teacher Excellence.

Board of Directors

Officers

Michelle Sulek, President
Community Affairs Specialist
Elevations Credit Union

Steve Payne, Secretary
Retired Principal
St. Vrain Valley Schools

Don Stroh, Treasurer
Market President
PB & T Bank

Directors

John Ahrens
Community Member and Former St Vrain Valley Schools Board of Education Member

James Berthold
Board of Education Representative
St. Vrain Valley Schools

John Creighton
President and CEO
High Plains Bank

Dr. Don Haddad
Superintendent
St. Vrain Valley Schools

Kelli Kanemoto
Community Member

Geno Lechuga
Director of Sales
HexArmor

Paula Nelsen
Co-Owner
Lascarco

Brandon Shaffer
Executive Director of Legal and Governmental Affairs, Community Outreach, and P-TECH
St. Vrain Valley Schools

Clint Stapp
General Manager
Stapp Interstate Toyota

PO Box 2598, Longmont, CO 80502 | 720.652.8208 | www.stvrainfoundation.org

St. Vrain Valley Schools
EDUCATION FOUNDATION

Josh Atherton
Executive Director
josh@stvrainfoundaiton.org
720-652-8208

Tammy Palombo
Executive Assistant/Business Manager
tammy@stvrainfoundation.org
720-652-8208

Michelle Phelan
Community Liaison
michelle@stvrainfoundation.org
970-227-1859

St. Vrain Valley Schools EDUCATION FOUNDATION

Our mission is to provide resources and educational opportunities, in partnership with St. Vrain Valley Schools and our local communities, to ***enhance student success and teacher excellence.*** As a result, our goal is to supplement the traditional education experience in ways that maximize the effectiveness of teachers and result in enhanced student achievement in an increasingly complex and competitive worldwide environment. We have the opportunity to positively impact over 30,000 students and 1,500 teachers annually.

Programs

Student Scholarships

The Education Foundation awards over $80,000 in scholarships to secondary education bound St. Vrain Valley Schools high school graduates each spring. SVVSD students are able to apply for scholarships online.

Tribute to Teachers

Each spring this awards program provides the opportunity for students, parents, fellow educators, school staff and community members to recognize and honor individual teachers who exemplify excellence in teaching.

Teacher Innovation Grants

Each fall the Education Foundation provides over $50,000 in grants for innovative projects that enhance student learning in St. Vrain Valley Schools. Grants fund technology, innovative learning tools, flexible seating for classrooms, and more.

CRAYONS TO CALCULATORS

Crayons to Calculators

This program ensures that every student in St. Vrain Valley Schools has the supplies they need to start the school year off right. For the 2021/2022 school year, close to 5,000 backpacks were distributed to students.

529 Jump RAISING THE FUTURE

529 Jump

A program designed to bring awareness to saving for post-secondary education by utilizing a tax-deducting 529 savings account. The goal is for every kindergartener in St. Vrain Valley Schools to have a 529 savings account.

Eleanor Venture Grant

This grant provides a teacher with an educational travel experience. Such an experience is expected to enhance the teacher's classroom skills, expand curriculum options and ultimately benefit future students.

St. Vrain Valley Schools Education Foundation
PO Box 2598, Longmont, CO 80502 | 619 Bowen Street, Longmont, CO 80501
admin@stvrainfoundation.org | 720.652.8208 | www.stvrainfoundation.org

CRAYONS TO CALCULATORS

presented by Western Disposal Services

2022 SPONSORSHIP OPPORTUNITIES

Crayons to Calculators (C2C) is a multi-district school supply drive serving the Boulder Valley and St. Vrain Valley school districts. Our community partners help to ensure that all students in the Boulder Valley and St. Vrain Valley school districts start the school year with the supplies they need for a successful and strong academic year. This program relies on the generosity of businesses and individuals in our greater communities to equip students in financial need.

CRAYONS TO CALCULATORS

Will you support the education of 11,000 students in need in Boulder, Broomfield and Weld counties?

crayonstocalculators.org

	PLATINUM $10,000	GOLD $5,000	SILVER $2,500	BRONZE $1,000
DIGITAL RECOGNITION				
Crayons to Calculators website	Large logo with hyperlink	Medium logo with hyperlink	Small Logo	Company Name
C2C social media posts between July-August (Facebook & Twitter)	1 dedicated post 2 posts with large logo	2 posts with medium logo	2 posts with small logo	2 posts with company name
Digital communications	Logo Company Name	Company Name		
Community Challenge fundraising webpage	Logo	Logo	Logo	
Foundation writes gratitude note for inclusion in internal company e-communications	Yes	Yes	Yes	Yes
PRINT RECOGNITION				
Thank you ad in Daily Camera and Times-Call	Large Logo	Medium Logo	Small Logo	Company Name
Program press release(s)	Company Name	Company Name		
EMPLOYEE ENGAGEMENT				
Invitation to participate in Community Challenge	Yes	Yes	Yes	Yes
Priority invitation for volunteer opportunities (space restrictions)	Yes	Yes		
Opportunity for Foundation staff to give gratitude presentation (virtual or in-person)	Yes	Yes	Yes	

IMPACT ON EDUCATION Foundation for Boulder Valley Schools | BOULDER VALLEY SCHOOL DISTRICT | Western Disposal Services | St. Vrain Valley Schools EDUCATION FOUNDATION | ST. VRAIN VALLEY SCHOOLS

CONTACT MICHELLE PHELAN

michelle@stvrainfoundation.org | 970-227-1859

TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

Request to Award the 2022 Frederick Scholarship

Agenda Date: Town Board Meeting – July 12, 2022

Attachments: a. Resolution

Finance Review: ____________________
Finance Director

Submitted by: Meghan C. Martin
Town Clerk

Approved for Presentation: [signature]
Town Manager

☐ Quasi-Judicial ☐ Legislative ☒ Administrative

Summary Statement:

Each year the Board of Trustees on the recommendation of the Scholarship Committee awards scholarships for the first four years of college eligibility to graduating residents of Frederick.

Detail of Issue/Request:

The deadline this year for the Frederick Scholarship was April 8, 2022. Eighteen applications were received and reviewed by the Scholarship Committee.

Students are required to submit an application, transcripts, one letter of recommendation or community nomination and an essay for consideration by the scholarship committee. The student must attend an accredited college, university, trade school, community college, junior college or other qualifying program.

The Scholarship Committee is recommending the Board of Trustees award the scholarship to the following individuals:

Joshua Bailey
Taggart Boyce
Ashley Livingston
Desiree Shaklee
Emma Shipley

Legal/Political Considerations:

N/A

Alternatives/Options:

The Board may choose to approve the awards or not.

Financial Considerations:

The 2022 Adopted Budget's Oil Royalty Fund includes funds for this annual scholarship program.

Staff Recommendation:

The Committee recommends approving the attached resolution awarding the 2022 scholarships.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-57

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, GRANTING THE 2022 FREDERICK HIGH SCHOOL SCHOLARSHIP PROGRAM AWARDS BASED ON THE RECOMMENDATIONS OF THE SCHOLARSHIP COMMITTEE

WHEREAS, the Town created an academic scholarship program for graduating seniors from the Town of Frederick attending an accredited high school or accredited home-schooling program in Colorado under Ordinance 1127, administered through recommendations of the Scholarship Committee and annual awards made by the Board of Trustees; and

WHEREAS, the Town wishes to grant awards to the high school students nominated by the Scholarship Committee.

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

Section 1. The Board of Trustees hereby accepts the nominations of the Scholarship Committee and authorizes the Mayor and the Town Clerk to issue scholarship award funds to the institutions attended by the following students.

Student	*University/College Attending*
Joshua Bailey	Brigham Young University
Taggart Boyce	Brigham Young University
Ashley Livingston	Colorado State University
Desiree Shaklee	University of Wyoming
Emma Shipley	Cornell College

Section 2. Pursuant to Sec. 4-166, Frederick Municipal Codes the students above must meet certain eligibility requirements in order to remain qualified to receive scholarship awards in subsequent academic years under the Town scholarship program, including maintaining a minimum university/college GPA of 3.0.

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

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12th DAY OF JULY, 2022.

ATTEST:	**TOWN OF FREDERICK**
By ___________________________________	By ________________________________
Meghan C. Martinez, MMC, Town Clerk	Tracie Crites, Mayor

TOWN OF FREDERICK
MEMORANDUM

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: July 12th, 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 12th – Regular Meeting
- July 19th – FURA
- July 26th – Regular Meeting
- August 9th – Regular Meeting
- August 19th - 21st – Annual Retreat
- August 23rd – CANCELLED
- August 30th – 5th Tuesday, NO MEETING

Communications and Engagement Department

Community partnerships/training:
- FHS Education Foundation SMART Golf Tournament on July 29.

Internal Department Communication:
- Working with Parks Department on website updates for algae management updates at Milavec Lake
- Working with FPD on fireworks data update, NNO, and new SRO car unveiling.
- Ongoing roadwork updates with Engineering.
- Working with Finance/Traci on microgrant through SIPA.

Media
- Zoom call with snippet used on air for KDVR Fox 31 report on July 4. Story about large events and safety protocols. Frederick used as an example of event manager working with FPD on Incident Action Plans and continuous PIO trainings.

- Frederick In Flight featured in "Things to do" sections on Channels 2,4,7,9,13, Longmont Times Call, and Boulder Daily Camera. Balloon Bash picture featured in Boulder Daily Camera and Times Call.
- Balloon Bash recap video requested by Channel 7. Video not used as story was pushed by Avalanche Stanley Cup win – Go Avs!

Events
- Local businesses are committing to event sponsorships. We have $73,600 in pledges to date. Our 2022 goal is $125,000.
- Frederick in Flight: Saturday and Sunday morning lift offs canceled due to weather. Balloon Bash on Saturday evening success with estimate 4,000 attendees, 11 food trucks, skydivers, candle sticking, and 8 balloons inflated/glow.
- June Community Tour & Talk was hosted in Savannah Park on June 22. It was a perfect weather night and we served 124 meals, and 122 servings of ice cream.
- Community Tour in Talk 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.
- Chainsaws & Chuckwagons is July 20-23 in Centennial Park. Large logs delivered and eleven carvers accepted into competition.

Design
- Creating library of B-roll and pictures for media.
- Community Profile updates in progress.
- Strategic Communications Plan design in progress.

Public Works

Streets
- Public Works crews are working on compacting turn radiuses along Silver Birch, Tipple Parkway, Bella Rosa, and Aggregate Boulevard
- Street sweeping in downtown area and along Centennial Park for Frederick in Flight.
- Spraying weeds along cracks and curb and gutter downtown area
- Repaired crosswalk signs at Bella Rosa, Bobcat, Frederick , & 6th Street.

Water
- Our new Water Manager Brad Hirter did first black flow test at 4880 Eagle Boulevard – passed with flying colors.
- Locates 35 completed
- 27 final reads completed
- 2 new meter installs at Silverstone
- 3 new back flow assemblies tested and passed.

Buildings
- Town Hall renovations continue for office space
- Completed condenser oil cleaning of all HVAC units.
- Changed out furnace filters in all HVAC units.
- Installed doorbell camera at rear door of Town Hall
- Patched roof leak in Engineering Building
- Trimmed bushes, pulled and sprayed weeds at Public Work

Open Space
- Continuously mowing along subdivisions and roadsides.

Training
- Kent VanDyne and Rusty Ribble attended Cirsa Membership Meeting in Breckenridge
- Brad Hirter, Tina Rehder, and James Romero RMSAWWA Storage Tank Workshop in Westminster.
- Public Works safety meeting – "How To Avoid Heat Stroke".

Storm Water
- Public Works drainage crew are still diligently clearing areas and removing debris at endlets and outlets.

- Frederick Way detention pond cleared down to trickle channels.

Miscellaneous

- Public works and Parks crew assisted with Jessica Hill and Angela Wilson in set up and tear down of Frederick in Flight
- Hauling debris pile from Public Works yard to Ft. Lupton dump site.
- Public Works assisted Frederick Police Department and CDOT with traffic light outage at 52 and Silver Birch – installed 4 way stop signs until repair was complete.
- Public Works assisted Frederick Police Department Code Enforcement with abatement at 6616 Frederick Way and in front of 6615 Frederick Way.
- Drop off and pick up of barricades and cones for block parties for July 4th celebrations.
- Flags set out along Colorado Boulevard for July 4th.

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. Construction is expected to be in late summer of 2022.
- 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. Current design now supports 2 streetlights at this intersection and existing utility locations are being identified prior to construction. Waiting for United Power to begin installation.
- Pavement Maintenance Projects:
  - Slurry seal projects for 2022 are now complete.
  - Colorado Blvd Mill and Overlay Project is complete.
- Concrete Alley Project:
  - Concrete pours are underway. 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.
- 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 an 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.
- Concrete Drainage Pan and Inlet Repair on Tipple Pkwy:
    - Complete

Police Department

Evidence Audit

- On June 16th, Sergeant Albert conducted a surprise inspection of the property and evidence room. Two inspections of the property and evidence room are required annually per department policy and Colorado Chiefs of Police accreditation standards. One is a full inspection, accounting for every piece of property in the records management system. The other is a surprise inspection in which a few high priority items (drugs, guns, or money) are selected from a list and spot-checked for accountability. We are happy to report that all selected items were present and accounted for.

Rapid Emergency Deployment Training

- On July 19th, 20th, and 21st, members of the Longmont SWAT Team will be instructing officers from Frederick, Firestone, Dacono, Mean, and Longmont in a large-scale training exercise at Frederick High School. The training will cover officer response to an active killing/shooter situation. These are vital skills for police officers in today's reality and it is imperative that we train with other agencies with whom we may respond to a critical incident. This training will be both mentally and physically demanding. Then course will cover updated tactics, individual and group skills, officer mind-set, and incident command. There will also be challenging force on force scenario training with live role players. We are always looking for additional volunteers to play the role of victims or hostages. If you would like to participate as a role player or would like to swing by for a tour, feel free to reach out to Commander Egan (degan@frederickco.gov).

Parks and Open Space Department

Parks, Open Space, and Trails

- Worked on irrigation throughout the park system
- Began collecting bids on major irrigation repairs throughout the system
- New playground at Summit View Park is nearing completion
- Replacement shelter at FRA is nearing completion.
- Several pieces of turf maintenance equipment were purchased with delivery expected this fall.

Golf

- Opened the newly sodded first tees for play
- Continued preparing an equipment replacement plan.
- Hosted the first Glow Ball Tournament of the year with over 60 participants
- Continued hosting Junior Golf Programs
- Finalized a plan with the Golf Course Architect for a Master Plan, which will be an option in addition to the ideas created by the Community Parks plan effort.

Administration

- Advertised for a Parks Maintenance Supervisor position
- Finalized RFQ for Community parks Master Plan. Plan will include FRA, Bella Rosa Golf Course, and Centennial Park. Expected to issue for public bids by July 15th.

TOWN OF FREDERICK
MEMORANDUM

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: July 8, 2022

SUBJECT: Town Clerk's Report

- *Commission/Committee Updates*
  - Arts Committee
    - The committee is gearing up for Chainsaws and Chuckwagons and will be working with the Clerk's Office to identify pieces for placement in the community.
    - Deputy Town Clerk Kittilson is working to locate an engraver for the Miners Memorial Wall.
  - Commission Recruitment
    - Working on recruitment proposal for Board of Trustees.
- *Municipal Court Administration*
  - Working with Judge Cahn to schedule monthly touch base meetings with Municipal Court, Prosecution, and PD.
  - A meeting is scheduled with neighboring jurisdictions to explore opportunities for shared justice services.
- *Board Retreat*
  - The department is working on all the details for the upcoming Board retreat.
- *Training*
  - Deputy Town Clerk Taylor Kittilson is attending the in-person Municipal Clerks Institute next week. This is her first opportunity to attend institute in person.
  - Town Clerk Meghan Martinez will be teaching at next week's Institute.
  - Town Clerk Martinez continues to work on Laserfiche Gold Certification.
  - Assistant Town Clerk Emily Nitcher attended a municipal court training.

TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

Resolution Canceling Work Sessions for 2022

Agenda Date: Town Board Meeting – July 12, 2022

Attachments: a. Resolution

Finance Review: ______________________
Finance Director

Submitted by: Meghan C. Martin
Town Clerk

Approved for Presentation: ______________________
Town Manager

☐ Quasi-Judicial ☐ Legislative ☒ Administrative

Summary Statement:

The attached resolution would cancel various work sessions for the 2022 calendar year.

Detail of Issue/Request:

The following board meetings would be cancelled with approval of the attached resolution:

- July 19, 2022
- August 2, 2022
- August 16, 2022

Currently, there are no topics scheduled for these meetings.

Legal Comments:

None.

Alternatives/Options:

The Board may choose to amend the resolution and remove any dates as they see fit.

Financial Considerations:

Not applicable.

Staff Recommendation:

Staff takes no position on the cancellation, as this is strictly a decision by the governing body.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-58

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, CANCELLING VARIOUS WORK SESSIONS

WHEREAS, the Board of Trustees of the Town of Frederick wishes to cancel the July 19, 2022 Work Session, August 2, 2022 Work Session, and August 16, 2022 Work Session.

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

Section 1. The regularly scheduled Work Sessions on July 19, 2022, August 2, 2022 Work Session, and August 16, 2022 are cancelled.

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

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

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

INTRODUCED, READ, PASSED, AND SIGNED 12th DAY OF JULY, 2022.

ATTEST:	**TOWN OF FREDERICK**
By ____________________________	By ____________________________________
Meghan C. Martinez, MMC, Town Clerk	Tracie Crites, Mayor

TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

2 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – July 12, 2022

Attachments:
a. Resolution 22-R-59
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 2 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, Bonita Horn, about the purchase of 2 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 will work towards the Town's 2021-2022 Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal.

The units are being offered at $65,000 per unit for a total of $130,000.

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 budged funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 2 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution 22-R-59 for the purchase of 2 unit of C-BT from Bonita Horn.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-59

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AUTHORIZING THE PURCHASE OF 2 UNITS OF C-BT WATER FROM BONITA B. HORN

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 2 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 Attorney and Town Manager 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. Bonita B. Horn.; 2 units of CBT water at $65,000 per unit for a total of $130,000.

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 12TH DAY OF JULY, 2022.

ATTEST:	**TOWN OF FREDERICK**
By ________________________	By___________________________
Meghan C. Martinez, MMC, Town Clerk	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 Bonita B. Horn _______________ ("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 2 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 **$65,000** per unit, for a total of **$130,000** ("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 _September 30, 2022____, 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:
Bonita B. Horn
2013 S US Hwy 287
Berthoud, CO 80513

303-776-5197
(No email)

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 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.

PURCHASER: Town of Frederick, a Colorado municipal corporation

By: ______________________________
Tracie Crites, Mayor

ATTEST:

By: ______________________________
Meghan C. Martinez, Town Clerk

STATE OF COLORADO)
ss.
COUNTY OF WELD)

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

Witness my hand and official seal.

My commission expires __________________________.

____
Notary Public

SELLER:

By: Bonita B. Horn
Name, Title Bonita B. Horn

STATE OF COLORADO)
ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 5th day of July, 2022, by Bonita B. Horn.

Witness my hand and official seal.

My commission expires 10/09/2023.

SHERRI RASMUSSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074037982
MY COMMISSION EXPIRES OCTOBER 9, 2023

Notary Public

Signatures continue on next page.

TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

47 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – July 12, 2022

Attachments:
a. Resolution 22-R-60
b. Purchase and Sale Agreement
c. CBT rental 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 47 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, Craig Sparrow of Western Equipment & Truck, Inc., about the purchase of 47 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 will work towards the Town's 2021-2022 Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal.

The units are being offered at $70,000 per unit for a total of $3,290,000. The seller also requests to rent the water back for the remainder of the irrigation season. The Town will not have the immediate need for the 47 CBT units this irrigation season. This has been approved in the past for some sellers who actively maintain property. Attached is the CBT rental agreement.

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 budged funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 47 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution 22-R-60 for the purchase of 47 unit of C-BT from Western Equipment & Truck, Inc.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-60

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AUTHORIZING THE PURCHASE OF 47 UNITS OF C-BT WATER FROM WESTERN EQUIPMENT & TRUCK, INC.

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 47 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 Attorney and Town Manager 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. Western Equipment & Truck, Inc.; 47 units of CBT water at $70,000 per unit for a total of $3,290,000.

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 12TH DAY OF JULY, 2022.

ATTEST:	**TOWN OF FREDERICK**
By ________________________	By___________________________
Meghan C. Martinez, MMC, Town Clerk	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 Western Equipment & Truck, Inc. ("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 **47** 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 _____ Allotment Contract.

D. Seller wishes to sell, convey, and assign to the Town, and the Town wishes to acquire, Seller's C-BT Units on the terms and conditions given in this Agreement.

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

1. Purchase Price. The purchase price for Seller's C-BT Units is **$70,000.00** per unit, for a total of **$3,290,000.00** ("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 _September 31, 2022____, 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:

Craig Sparrow
Western Equipment & Truck, Inc.
2055 1st Avenue
Greeley, Colorado 80631

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 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:

By: Craig Sparrow PRES
Craig Sparrow, President Western Equipment & Truck, Inc.

STATE OF COLORADO)
ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 27 day of June, 2022, by Craig Sparrow.

Witness my hand and official seal.

My commission expires May 11, 2023.

Melissa Pinon
Notary Public

MELISSA PINON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154018525
MY COMMISSION EXPIRES MAY 11, 2023

Signatures continue on next page.

PURCHASER: Town of Frederick, a Colorado municipal corporation

By: ________________________________
Tracie Crites, Mayor

ATTEST:

By: ________________________________
Meghan C. Martinez, Town Clerk

STATE OF COLORADO)
ss.
COUNTY OF WELD)

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

Witness my hand and official seal.

My commission expires _________________________.

____
Notary Public

REAL ESTATE PROPERTY TAX NOTICE
2021 TAXES DUE IN 2022

WELD COUNTY TREASURER
1400 N. 17th Ave.
Greeley, CO 80631
Ph: (970) 400-3290
Fax: (970) 304-6435
treasurer@weldgov.com

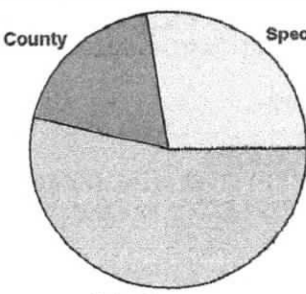
ACCOUNT # **R6780402**
PARCEL # 080521402003
TAX DISTRICT: 3992

R6780402
115790***G51**7.0915**29/54*********SNGLP
WESTERN EQUIPMENT & TRUCK INC
2055 1ST AVE
GREELEY CO 80631-7219

Valuation	Actual	Assessed
LAND	$62,344	$18,080
BUILDINGS/IMPROVE	$0	$0
PERSONAL	$0	$0
TOTAL	$62,344	$18,080
SEN/VET EXEMPTION	($0)	($0)
NET TOTAL	$62,344	$18,080

Tax Authority	Mill Levy	Temp Mill Levy Credit	General Tax
WELD COUNTY	22.03800	7.00000	$271.87
SCHOOL DIST RE2	45.12400	1.77000	$783.85
NORTHERN COLORADO WATER (	1.00000	0.00000	$18.08
GREELEY CITY	11.27400	0.00000	$203.84
AIMS JUNIOR COLLEGE	6.34200	0.00000	$114.67
HIGH PLAINS LIBRARY	3.19700	0.00000	$57.80
WEST GREELEY CONSERVATION	0.41400	0.00000	$7.49
TOTAL	NET LEVY = 80.61900		$1,457.60
	FEE		$0.00
	SPECIAL ASSESSMENT		$0.00
	GRAND TOTAL		$1,457.60

Distribution Breakdown



Payment	Due Date	Amount
FIRST HALF	FEBRUARY 28, 2022	$728.80
SECOND HALF	JUNE 15, 2022	$728.80
FULL PAYMENT	APRIL 30, 2022	$1,457.60

SB 25 - In absence of State Legislature Funding, your School General Fund mill levy would have been 32.4660

Legal Description

TRACT A CLARK MINOR 1ST AMD

Property Location: 14749 COUNTY ROAD 66 GREELEY

Messages

If you donate $543.74 to the Weld County Bright Futures Grant Program, you will receive a $271.87 tax credit on your Weld County portion of property taxes. Please write a separate check for your donation.

Retain this portion for your records   Please see reverse side of this form for additional information.   If you have sold this property, please forward this statement to the new owner or return to this office marked "PROPERTY SOLD".

AGREEMENT TO RENT WATER

THIS WATER RENTAL AGREEMENT is by and between Western Equipment & Truck, Inc., a Colorado corporation, ("Western") and the Town of Frederick, a Colorado municipal corporation, ("Town") collectively referred to as "the Parties".

WITNESSETH

WHEREAS, Town is an Allottee to 4478 Units of Colorado-Big Thompson ("C-BT") water though a contract with the Northern Colorado Water Conservancy District ("District"); and

WHEREAS, Western has requested to rent forty-seven (47) units of C-BT water the Town proposes to purchase from Western; and

WHEREAS, the Parties are willing to enter a rental agreement for forty-seven (47) units of C-BT water on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants of the Parties hereto, it is agreed as follows:

1. Town will rent to Western forty-seven (47) units of C-BT water allotted to Town in the 2022 irrigation season. Western will pay $0 for the units rented.

2. In addition to the costs in item 1 above, Western is responsible for all variable rental costs for carriage or transfer. The pass-through costs will be invoiced directly to Western as these costs are invoiced to Town by the District for forty-seven (47) units of C-BT water. Payment will be made by Western to Town within thirty (30) days of the invoice date.

3. This rental agreement is for forty-seven (47) C-BT units regardless of how much C-BT water these units produce on an annual basis. The C-BT units rented to Western are for the exclusive first use by Western and shall not be rented or conveyed to others for first use except by written permission from Town.

4. The delivery point of the C-BT water rented to Western shall be from the Colorado-Big Thompson ("C-BT") Project or from delivery features owned and operated by Northern Water. Western may designate the specific delivery point(s) provided such delivery point(s) conforms to the rules, regulations, and guidelines for the delivery of such water set forth by Northern Water. Western shall bear any losses associated with conveyance of the water from the delivery point to any location where Western may use the water.

5. Town makes no warranties concerning either the quality of the rented water or the purposes for which the rented water is suitable.

6. This instrument represents the complete agreement of the Parties and no oral modification shall be recognized. Any amendments or additions shall be in writing.

7. The terms and provisions of this rental agreement are binding upon the Parties, their successors and assigns.

8. The Water Rental shall be effective upon the date shown below and shall continue through October 31, 2022.

DATED this ______ day of 2022.

TOWN OF FREDERICK

By: ______________________________
Town Manager

Western Equipment & Trucks, Inc.

By: Craig Sparrow PRES
Craig Sparrow

TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

CONSIDERATION OF MINERS PARK REZONE
(Project No. 2022-002)

Agenda Date: Town Board Meeting – July 12, 2022

Attachments:
a. Zoning Map
b. Letter of Intent
c. Signed PCR-2022-010A

Finance Review: ____________________
Finance Director

Submitted by: Maureen Welsh
Planner II

Approved for Presentation: Bryan Ostler
Town Manager

☒ Quasi-Judicial ☐ Legislative ☐ Administrative

Summary Statement:

This is a request to consider the rezoning of five parcels at approximately 37 acres. The proposed zoning for all five parcels is Residential High Density (R-3).

Strategic Plan Alignment:

Community and Economic Vitality – This project provides a plan for support retail services on a site that has been undesirable for many years. In addition, this project addresses some of the previously stated community desires for residential product types that are either non-existent in Frederick or exist in a limited capacity. No traditional single family detached is proposed.

Detail of Issue/Request:

Applicant: Karen Henry, Henry Design Group

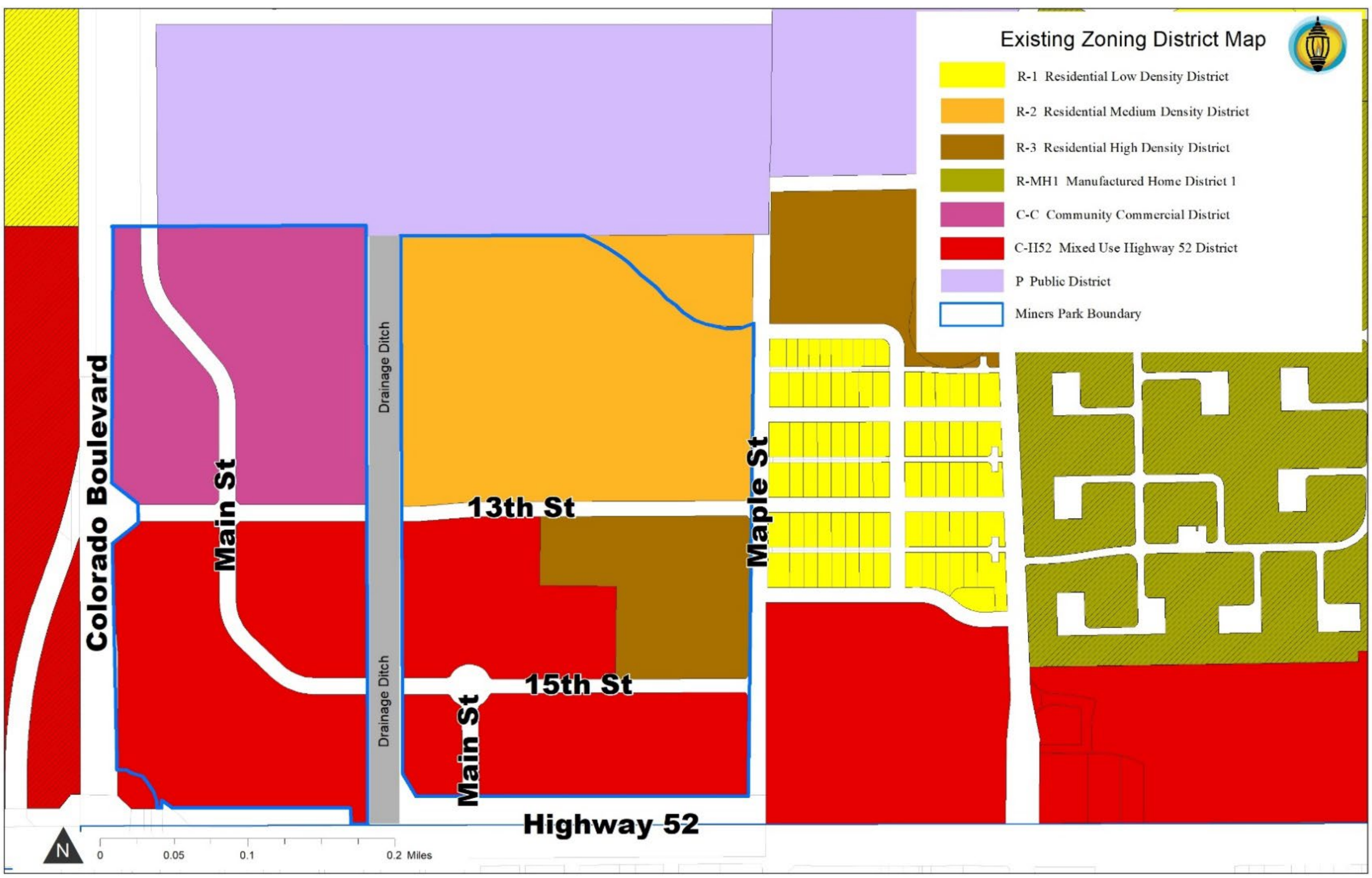
Owner: Miners Park Town Centre, LLC

Location and Zoning: The properties are located within the Miners Park subdivision at the northeast corner of Highway 52 and Colorado Boulevard. The lots being proposed for rezoning are east of Main Street and north and south of 15th Street.

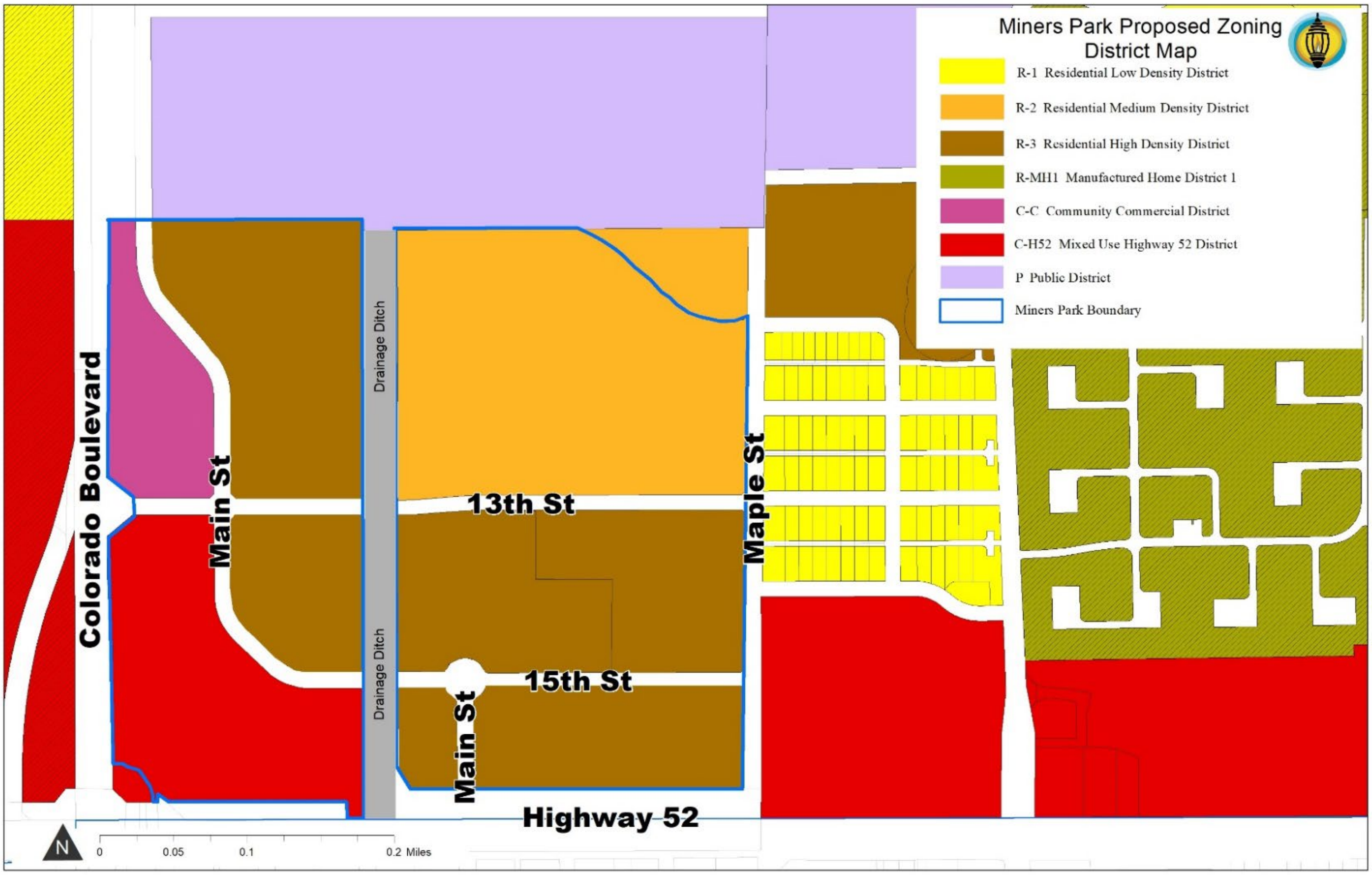
Surrounding Land Uses and Zoning:

North	Land use: Centennial Park Zoning: Public (P)
South	Land use: City of Dacono Zoning: Commercial Residential (C-R) in Dacono
West	Land use: Vacant (Miners Village) Zoning: Mixed Use Highway 52 (C-H52)
East	Land use: Carriage Hills Filing 1 Replat A Zoning: Residential Low Density (R-1)

Vicinity Map with Existing Zoning:



Vicinity Map with Proposed Zoning:



Background Information:

The Miners Park Town Center subdivision was originally platted and zoned in 2012. The original zoning includes Community Commercial, Mixed-Use Highway 52, Residential Medium Density and Residential High Density which are suitable for both commercial and residential development. Although fully approved and recorded, the Miners Park Town Center has sat undeveloped since its original platting. This is largely because of the existing oil and gas infrastructure which makes large format retail of scale not feasible. Interactions with large format retailers has verified this information indicating that they <u>will not</u> locate on this northeastern corner in favor for the northwestern corner of this same intersection.

This request to rezone five parcels to Residential High Density (R-3) will accommodate high density residential while still keeping the commercially zoned parcels along Colorado Boulevard and Highway 52. The current Comprehensive Plan designates the entire Miners Park Town Center as Downtown/Mixed Use. The intent of Downtown/Mixed Use is to accommodate retail and service commercial as well as single family detached, single family attached, and multifamily dwellings that include senior housing. With this rezone proposal, those uses can be accomplished per our Land Use Code.

In addition to several existing oil and gas wells that limit where development could occur, there is a significant regional drainage way that runs from north to south effectively bisecting the site into western and eastern halves. The retail market has responded by indicating strong interest in the retail along Highway 52 and Colorado Boulevard west of the drainage way with little to no interest east of the drainage way because of challenges in tying the site together. The applicant has been given direction previously from the Town's Board that a request to rezone property must include a prerequisite that commercial development lead or run concurrently with the residential parcels. To date, this has been the case as is reflected by this application and request which represents a concurrent action.

Request:

This is a request to consider the zoning of approximately 37 acres of land as Residential High Density (R-3) to allow for a mix of densified housing types. The zoning of the two parcels that front Colorado Boulevard, the northeast parcel as well as the parcel at the southwest corner of 13th Street and Maple Street shall remain unchanged.

The Comprehensive Plan lists these parcels within the Downtown/Mixed Use land use boundary. This rezoning request complies with the Town's 2016 Comprehensive Plan.

Zoning Review Criteria:

For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the official zoning map shall not be amended except:

(1) To correct a manifest error in an ordinance establishing the zoning for a specific property;

(2) To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally;

(3) To bring the official zoning map into conformity with the policies and goals of the Comprehensive Plan; provided, that if a Comprehensive Plan update has not occurred in the five (5) years preceding the application date, the Board specifically finds that the public health, safety, and welfare will be advanced by amending the official zoning map to conform to the Comprehensive Plan;

(4) To provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and which specifically advances public health, safety, or welfare by optimizing the delivery of necessary services or amenities that the Town Board determines are a high priority;

(5) To encourage development or redevelopment of an area that has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment in accordance with an amended official zoning map.

Staff Comment: Criterion 5 has been met. The current direction and desire of the Town is to provide both commercial and diversified housing products for the current and future residents of Frederick.

Public Notice:

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

<u>Legal Comments:</u>

The application has been reviewed by the Town Land Use Attorney, Todd Messenger, whose comments have been incorporated accordingly.

<u>Planning Commission:</u>

A Planning Commission meeting was held on July 7, 2022. The Planning Commissioners had questions regarding topics such as the originally held Neighborhood Meeting, traffic impacts of these proposed zone districts and their potential permitted developments, multifamily building height, and the placement of the commercial parcels. Upon answering their questions, the Planning Commission recommended approval without conditions by approving PCR-2022-10A with a vote of 4-0.

<u>Alternatives/Options:</u>

The Board of Trustees may approve the request, deny the request, or approve the request with conditions.

<u>Financial Considerations:</u>

Not applicable

<u>Recommended Motions:</u>

Motion to Approve:
I move to adopt Ordinance No. 1377, entitled, "MINERS PARK REZONE," upon a finding that sufficient rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

Motion to Approve with Conditions:
I move to adopt Ordinance No. 1377, entitled, "MINERS PARK REZONE," conditioned upon the following: ________________, based upon a finding that, with the imposition of said conditions, sufficient rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

Motion to Deny:
I move to reject Ordinance No. 1377, entitled, "MINERS PARK REZONE," upon a finding that none of the rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

MINER'S PARK TOWN CENTER - ZONING AMENDMENT

BEING A ZONING AMENDMENT OF BLOCKS 2, 4, 6, 8 & 9 PF THE MINER'S PARK TOWN CENTER LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT JOHN HALEY, SUE TROUDT, AND BILL SHEEDER BEING THE OWNERS , MORTGAGEE OR LIEN HOLDER OF CERTAIN LANDS IN FREDERICK, COLORADO, HAVE CAUSED AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE TOWN OF FREDERICK TO BE PREPARED FOR SAID LAND TO SHOW HOW THE LOT, PARCEL OR TRACT WILL BE DEVELOPED. THE LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCKS 2, 3, 4, 5, 6, 8 & 9, MINER'S PARK TOWN CENTER, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

WEST TRACT 1A, MINER'S PARK TOWN CENTER FILING NO. 2 SUBDIVISION AMENDMENT, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

THUS DESCRIBED TRACT CONTAINS 97.5217 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD, DO HEREBY AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF FREDERICK, WELD COUNTY , COLORADO AS DEPICTED HEREON, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK.

EXECUTED THIS ____ DAY OF ______________________, 2022.

OWNER:

JOHN HALEY: ______________________

STATE OF COLORADO } SS
COUNTY OF __________ }

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY JOHN HALEY, ACTING IN HIS CAPACITY AS PROPERTY OWNER IN HIS INDIVIDUAL CAPACITY, THIS _____ DAY OF ______________________, 2022.

WITNESS MY HAND AND SEAL ____________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: ___________________

OWNER:

SUE TROUDT: ________________________

STATE OF COLORADO } SS
COUNTY OF __________ }

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY SUE TROUDT, ACTING IN HER CAPACITY AS PROPERTY OWNER IN HER INDIVIDUAL CAPACITY, THIS _______ DAY OF ______________________, 2022.

WITNESS MY HAND AND SEAL ____________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: ___________________

OWNER

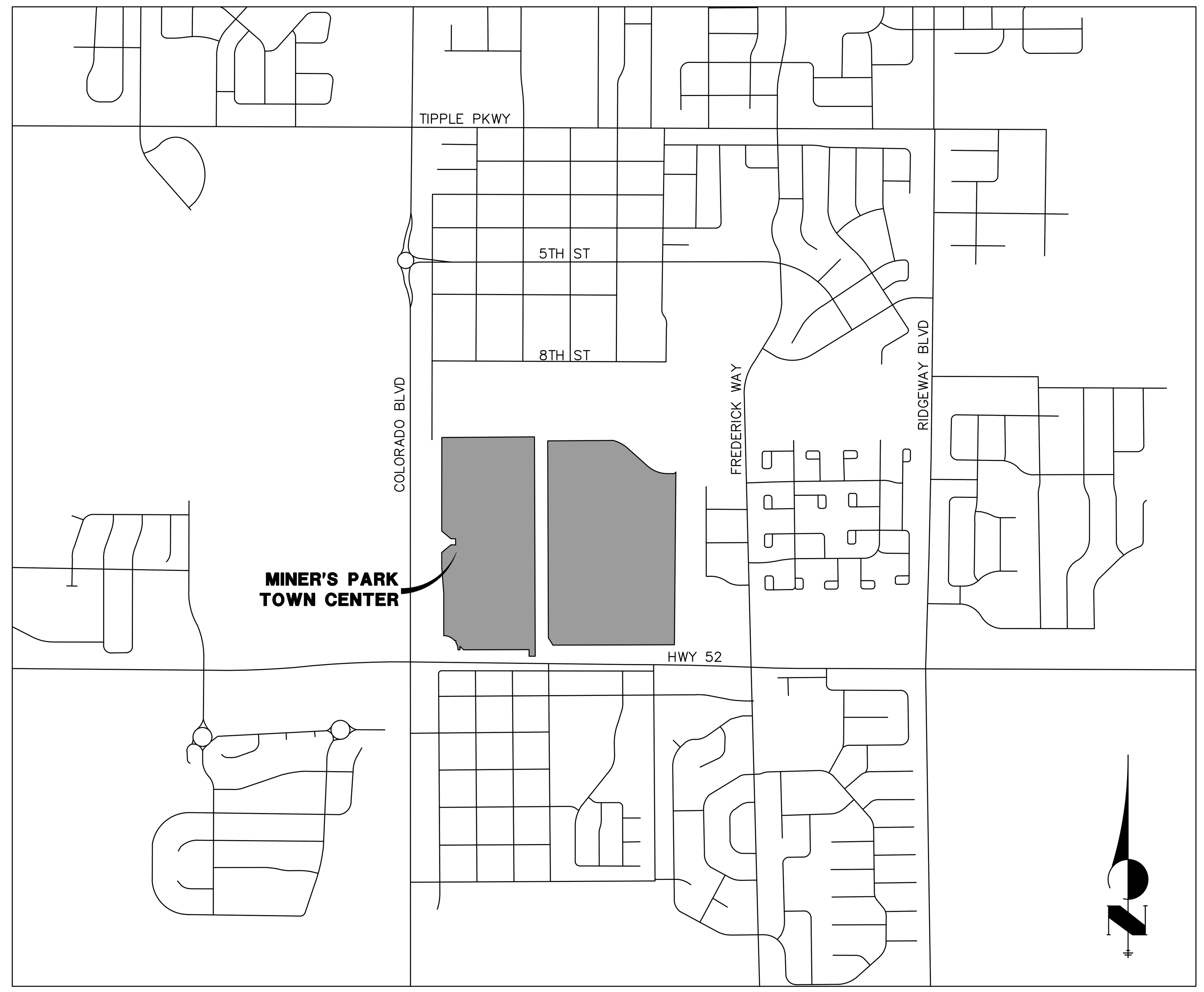
BILL SHEEDER: ________________________

STATE OF COLORADO } SS
COUNTY OF __________ }

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY BILL SHEEDER, ACTING IN HIS CAPACITY AS PROPERTY OWNER IN HIS INDIVIDUAL CAPACITY, THIS _______ DAY OF ______________________, 2022.

WITNESS MY HAND AND SEAL ____________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: ___________________



VICINITY MAP
1"=1000'

SURVEYING CERTIFICATE

I, JARROD ADAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ZONING AMENDMENT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY DIRECT SUPERVISION ON THIS ______ DAY OF ____________________, 2022.

BY ______________________________
JARROD ADAMS 38252

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS AMENDMENT TO THE OFFICIAL ZONING MAP AMENDS ORDINANCE NO. _______________ AND IS TO BE KNOWN AS THE MINER'S PARK REZONE AND 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 OWNERS, ITS HEIRS, SUCCESSORS, AND ASSIGNS.

____
MAYOR

ATTEST:

____
TOWN CLERK

PROJECT TEAM

OWNERS: JOHN HALEY, SUE TROUDT, BILL SHEEDER
16 SUNSET CR.
LONGMONT, COLORADO 80501

APPLICANT: MINER'S PARK, LLC
17 BEACON HILL LANE,
GREENWOOD VILLAGE, COLORADO 80111
303-796-0900

CIVIL ENGINEER: JR ENGINEERING
2900 SOUTH COLLEGE AVENUE, SUITE 3D
FORT COLLINS, COLORADO 80525
JOEY FRANK 303-267-6232
JFRANK@JRENGINEERING.COM

PLANNING: HENRY DESIGN GROUP
1501 WAZEE STREET, SUITE 1-C
DENVER, COLORADO 80202
KAREN HENRY, PLA 303-446-2368
KHENRY@HENRYDESIGNGROUP.COM

SURVEY: JR ENGINEERING
7200 SOUTH ALTON WAY, SUITE C400
CENTENNIAL, COLORADO 80112
JARROD ADAMS 303-267-6172
JADAMS@JRENGINEERING.COM

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE TOWN OF FREDERICK PLANNING COMMISSION WITH PLANNING COMMISSION RESOLUTION 20________-________ THIS ________ DAY OF ____________________, 20_____.

____
CHAIRMAN

____
PLANNING COMMISSION SECRETARY

MINERS PARK TOWN CENTER–
ZONING AMENDMENT
JOB NO. 39802.00
6/23/2022
SHEET 1 OF 2

J·R ENGINEERING
A Westrian Company

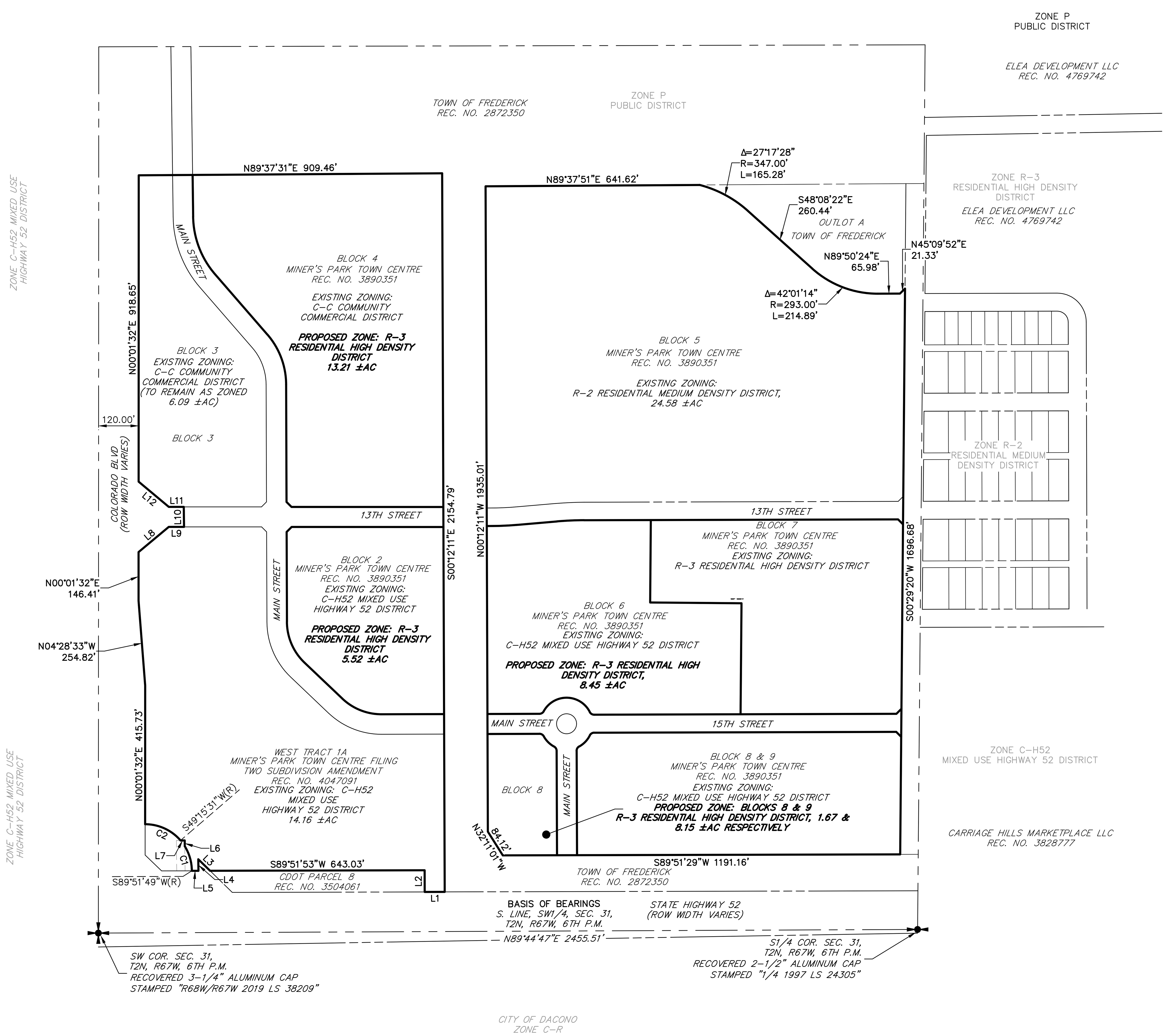
Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

MINER'S PARK TOWN CENTER - ZONING AMENDMENT

BEING A ZONING AMENDMENT OF BLOCKS 2, 4, 6, 8 & 9 OF MINER'S PARK TOWN CENTER
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERDIAIN,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

LEGEND

EXISTING RIGHT-OF-WAY
EXISTING PROPERTY LINE
BOUNDARY LINE
(R) RADIAL BEARING



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°51'53"W	59.98'
L2	N00°12'27"W	65.00'
L3	N45°41'44"W	49.35'
L4	S00°45'39"E	34.55'
L5	S89°51'53"W	19.90'
L6	N00°45'39"W	17.53'
L7	S89°51'53"W	12.62'
L8	N50°10'21"E	117.90'
L9	S89°58'27"E	45.82'
L10	N00°55'12"W	60.01'
L11	N89°58'27"W	44.83'
L12	N50°07'15"W	117.90'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°42'39"	140.00'	77.48'
C2	49°13'59"	140.00'	120.30'

N

200 100 0 200
ORIGINAL SCALE: 1" = 200'

MINER'S PARK TOWN CENTER–
ZONING AMENDMENT
JOB NO. 39802.00
6/23/2022
SHEET 2 OF 2

J·R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

henry design group
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

January 7, 2022

Maureen Welsh, Planner
Town of Frederick

Re: Miners Park – Zoning Amendment

Dear Ms. Welsh,

The amendment to the zoning of Miners Park is intended to allow for additional housing variety, while including commercial to best contribute to the community of Frederick. The 102.8 acres located north of Highway 52, between Colorado Blvd. and Maple Street are currently zoned Community Commercial District (C-C), Mixed Use Highway 52 District (CH-52), Residential High Density District (R-3) and Residential Medium Density District (R-2). We propose the same zoning districts but with changes to boundaries and configurations. These amendments are best described by the acompaning rezone map. Anticipated land uses include Multi-Family Apartments, Townhomes, Paired Homes, Senior Housing and various Commercial or Retail Services, such as resaurants, gas stations and coffee shops.

Thank you for your time and efforts in reviewing this proposal and we look forward to working with the Town of Frederick to see this community to fruition.

Respectfully submitted,

Anthony York
Henry Design Group

PCR-2022-10A

A Resolution of the Planning Commission

Recommending Approval of the Miners Park Town Center Rezone

Be it resolved by the Planning Commission of the Town of Frederick, Colorado:

Section 1. The Frederick Planning Commission finds that:

1.1 An application for the Miners Park Town Center Rezone has been submitted.

1.2 Said application was found to be complete through the review process.

1.3 Said application was considered during a public meeting held July 7, 2022.

1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.

1.5 Said application conforms with the applicable requirements of Section 4.2 of the Frederick Land Use Code.

Section 2.

2.1 A public hearing was held and the public was able to provide testimony.

2.2 The Planning Commission recommendation is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

Section 3. On the basis of the above, the Town of Frederick Planning Commission recommends approval of the application.

This resolution approved this 7th day of July, 2022 by a vote of __4__ to __0__.

Tracy Moe, Chairperson, Planning Commission

TOWN OF FREDERICK, COLORADO

ORDINANCE NO. 1377

AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO REZONING FIVE PARCELS COMPRISING APPROXIMATELY 37 ACRES OF PROPERTY IN THE MINERS PARK TOWN CENTRE SUBDIVISION TO RESIDENTIAL HIGH DENSITY (R-3).

WHEREAS, an application for rezoning ("Application") has been filed with the Town of Frederick by Karen Henry of Henry Design Group on behalf of the property owner, Miners Park Town Centre, LLC, with respect to Block 2, Block 4, Block 6, Block 8, and Block 9, Miner's Park Town Centre subdivision, as described and depicted on the attached **Exhibit A** ("Subject Property"); and

WHEREAS, the Comprehensive Plan of the Town of Frederick ("Comprehensive Plan") designates the Subject Property as "Downtown/Mixed Use," a Future Land Use designation with which the proposed R-3 zoning is consistent; and

WHEREAS, on June 8, 2022, the Planning Commission of the Town of Frederick, Colorado recommended approval of the proposed rezoning by way of approval of PCR-2022-01A; and

WHEREAS, the Board of Trustees finds that the proposed zoning is consistent with the Town's Comprehensive Plan, duly adopted by the Planning Commission of the Town of Frederick, and the amendment of the official zoning map to provide for the rezoning of the Subject Property will advance the public health, safety, and welfare because it will encourage development of the Miners Park Town Centre Subdivision with diversified housing products that provide additional economic support for existing and contemplated nonresidential land uses in the Town; and

WHEREAS, the Board of Trustees further finds that approval of the requested rezoning of the Subject Property is supported by demonstrated compliance with Section 4.7.2.d.(5) of the Frederick Land Use Code; and

WHEREAS, the hearing before the Board of Trustees on this Ordinance was properly noticed according to Section 4.5 of the Frederick Land Use Code; and

WHEREAS, the Board of Trustees finds that it is desirable and necessary that the designated zoning for the Subject Property be Residential High Density ("R-3").

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, WELD COUNTY, COLORADO, AS FOLLOWS:

Section 1. Rezoning. The zoning for the Subject Property is hereby designated Residential High Density (R-3). All activities conducted on the Subject Property shall be in conformance with the Land Use Code for the Town of Frederick, as amended from time to time, as though the same were set forth in full.

Section 2. **Official Zoning Map.** The Official Zoning Map of the Town of Frederick ("Official Zoning Map") as adopted pursuant to the Frederick Land Use Code, and as subsequently amended, shall be amended by the designation of the Subject Property as "R-3", as depicted on the map attached hereto as **Exhibit A.**

Section 3. **Ministerial Action.** The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required to cause an appropriate revision of the Official Zoning Map, to be prepared and placed in the official records of the Town.

Section 4. **Effective Date.** This ordinance shall become effective immediately.

Section 5. **Validity.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 6. **Necessity.** The Board of Trustees of the Town of Frederick finds that this Ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Frederick.

Section 7. **Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

Town of Frederick, Colorado

By: ______________________________
Tracie Crites, Mayor

Attest:

By: ______________________________
Meghan Martinez, MMC,
Town Clerk

Approved as to form:

By: ______________________________
Todd G. Messenger, Esq.,
Special Counsel

TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

Nelson Farm Memorandum of Agreement for Public Improvements

Agenda Date: Town Board Meeting – July 12, 2022

Attachments: a. Memorandum of Agreement for Public Improvement

Finance Review: ______________________________
Administrative Services

Submitted by: Sarah Watson
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial ☐ Legislative ☐ Administrative

Strategic Plan Alignment:

Please provide specific alignment with the 2021-2022 strategic plan in identifying the overall broad goal and potential icon and definition and focus area on the goal. For example:

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

Summary Statement:

The Final Plat for the Nelson Farm Subdivision was approved by the Board on January 8th, 2019. Prior to recordation of the Plat a Memorandum of Agreement for Public Improvements (MOAPI) must be executed by the owner and the Board.

Detail of Issue/Request:

The Final Plat of Nelson Farm created three tracts and two lots. The plat also dedicated the required 37.5 feet of right-of-way for the future Washington Street adjacent to the Lanson Farm subdivision on which the Indian Peaks Medical Center is built. The project that was proposed to be located on one of the lots created as since been withdrawn. As no public improvements are identified at this time the standard MOAPI is not necessary instead, a master MOAPI is needed to capture the obligations of the owner for future public improvements.

The proposed MOAPI will require the owner to enter into future agreements to address any future development-related matters or future filings. This is similar to the Wyndham Hill MOAPI which is amended when a new filing plat is approved by the Board. Future public improvements will be captured in the subsequent amendments to the agreement.

Land Use Code Subsection (1)(b)(3)(m) of Section 4.9 requires an MOAPI as part of the final plat application. Once the MOAPI is approved the Final Plat of the Nelson Farm Subdivision can be recorded. After the final plat is recorded a portion of the right-of-way for the future Washington Street will be dedicated to the Town.

The MOAPI includes specific language to require future development to conform to the Subarea Plan. The purpose of the 25/52 East Subarea Plan is to provide guidance for land use and development of the 600+ acre area that serves as a gateway into the Frederick community at the I-25 and State Highway 52 interchange. This area represents a unique, highly visible, and easily accessible development opportunity that can benefit the Town economically and further establish and enhance the Town’s overall character, image, and identity within the Front Range.

In November of 2021 the Town Board considered the Nelson Farm rezone for a portion of the easter Nelson Farm property. This rezone was approved as the zoning proposed met the proposed Subarea Plan. This rezone cannot be completed until the Nelson Farm final plat is recorded which will occur after the MOAPI is executed.

In February of 2022 the Board considered the conditional use request of a portion of the McDonald Farms property north of Tipple Parkway. This property is within the Subarea Plan and the use approved by the Board is conditionally allowed within the Industrial Zone district. The approved zoning and conditional use meet the Subarea Plan.

Legal Comments:

The MOAPI has been drafted and reviewed by Legal Counsel.

Alternatives/Options:

The Board my require the owner to execute the standard MOAPI document. The Board my approve the agreement with conditions. The Board may reject the MOAPI document as proposed.

Financial Considerations:

There are no financial obligations associated with the agreement as no public improvements have been identified at this time. Future amendments to the agreement will include public improvement cost estimates for which the developer is responsible for constructing.

Staff Recommendation:

It is staff's recommendation to approve Resolution 22-R-61 authorizing the mayor to execute the Nelson Farm Subdivision Memorandum of Agreement for Public Improvements as presented.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-61

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO AUTHORIZING THE MAYOR TO EXECUTE THE NELSON FARM MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

WHEREAS, the Final Plat for the Nelson Farm Subdivision was approved by the Frederick Town Board on January 8th, 2019 subject to the execution of a Memorandum of Agreement for Public Improvements; and

WHEREAS, a Memorandum of Agreement for Public Improvements has been negotiated and agreed to by all parties.

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

Section 1. The attached Memorandum of Agreement for Public Improvements is approved and the Mayor is authorized to execute the same.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12TH DAY OF JULY, 2022.

ATTEST:	**TOWN OF FREDERICK**
By ______________________________	By ______________________________
Meghan C. Martinez, MMC, Town Clerk	Tracie Crites, Mayor

NELSON FARM SUBDIVISION
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT is made and entered this ____ day of _______________, 2022, by and between the TOWN of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado ("TOWN"), and **David P. Nelson Family Limited Partnership, L.L.L.P.**, a Colorado limited liability limited partnership, **Kent P. Nelson Family Limited Partnership, L.L.L.P.,** a Colorado limited liability limited partnership and **Carol N. Coburn Family Limited Partnership, L.L.L.P.** a Colorado limited liability limited partnership (collectively, "DEVELOPER").

WHEREAS, DEVELOPER has submitted a Final Plat for the **NELSON FARM SUBDIVISION** ("SUBDIVISION"), attached as "Exhibit A" and incorporated herein by reference, which the Planning Commission and TOWN Board of Trustees have reviewed and approved; and

WHEREAS, the subdivision regulations of the TOWN require that the DEVELOPER enter into a Subdivision Agreement, hereafter called a Memorandum of Agreement for Public Improvements ("AGREEMENT"), with the TOWN concerning public improvements related to the Development; and

WHEREAS, the TOWN and the DEVELOPER confirm that the SUBDIVISION creates subdivided lots within the Town but that neither the Final Plat nor this AGREEMENT approve any Public Improvements within the SUBDIVISION, and it is the intent of the parties that that the DEVELOPER shall have no current obligation for the installation of any Public Improvements and that any and all development-related matters be established in future amendments and filings related to the real property that is subject to this AGREEMENT;

WHEREAS, on March 22, 2022, the TOWN adopted the 25/52 East Subarea Plan (the "PLAN") as a supplement to the TOWN'S Comprehensive Plan;

WHEREAS, a portion of the SUBDIVISION is within the area that affected by the PLAN ("PLAN AREA");

WHEREAS, within the PLAN AREA, the DEVELOPER agrees to conform development to the PLAN, subject to the terms and conditions of this AGREEMENT; and

WHEREAS, this AGREEMENT applies to all the Nelson Farm Subdivision property included in Exhibit A, and future development within said property shall be subject to this AGREEMENT; and

WHEREAS, each filing will have its own set of public improvements that will be detailed and attached to its own MOAPI as a condition of approval of the filing.

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

1.1. Development Conditions.

a) **Further Agreement Required Prior to Development or Further Subdivision.** As an express condition to the development of the SUBDIVISION, DEVELOPER or a successor owner of part or all of the SUBDIVISION shall enter into a mutually acceptable Memorandum of Agreement for Public Improvements with the Town governing development of such portion of the SUBDIVISION then proposed for development (a "FILING"). This requirement shall apply even if the FILING is not further subdivided prior to development.

b) **Special Conditions for PLAN AREA.** Within the PLAN AREA, subject to the terms and conditions of this AGREEMENT, DEVELOPER or a successor owner of part or all of the SUBDIVISION shall conform new development to the PLAN, as will be set forth in future FILINGS.

1.2. Land Conveyance. Nothing in this Agreement shall impair DEVELOPER from conveying the SUBDIVISION or any subdivided Lot or Tract therein, provided that it is the express intend of the TOWN and DEVELOPER that any subsequent owner of any part or all of the SUBDIVISION shall take title subject to the benefits and obligations established by this AGREEMENT.

1.3. Development Obligation. DEVELOPER shall be responsible for performance of the covenants set forth herein. DEVELOPER agrees to construct, build, install and develop all improvements required to serve a FILING of the SUBDIVISION, at the time such improvements are identified and proposed as part of the FILING, including but not limited to all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, curbs, gutter, sidewalks, landscaping, pedestrian and non-motorized paths and trails, street median/boulevard and subdivision entryway landscaping, street lighting, park improvements, irrigation systems, gas services, electric services, telephone services, telecommunications services, and any other improvements constructed in relation to the development of the SUBDIVISION in complete conformity with the TOWN's construction standards and specifications and with the construction plans and drawings that have been reviewed and Approved by the TOWN.

1.4. Engineering and Surveying Services. The DEVELOPER agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design and construction of the Development and the public improvements to be identified pursuant to Section 1.1, above.

1.5. Development Impact Fees. The TOWN has established certain uniform development impact fees that directly address the effect of development intended to occur within the PROPERTY upon the TOWN'S infrastructure, administration and delivery of governmental services. The DEVELOPER agrees to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the DEVELOPER further agree that the TOWN may amend the development impact fees from time to time as needed to address changing affects upon the TOWN's infrastructure, administration and deliver of governmental services as a result of development occurring within the TOWN. The development impact fees are to be paid at the then current rate upon subdivision of the property and/or the issuance of building permits whichever is applicable for that particular development impact fee.

1.6. Access to Public Street Required for Building Permit. The TOWN shall issue no building permits for any structure located more than five hundred feet from a single point of access.

1.7. Indemnification and Release of Liability.

a) General Liability. The DEVELOPER agrees to indemnify and hold harmless the TOWN, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action, or claim caused by, arising from, or due to acts or omissions by the DEVELOPER, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the TOWN and said persons their reasonable expenses, including, but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that the DEVELOPER's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the TOWN or conformance with requirements imposed by the TOWN. Said obligation of the DEVELOPER shall be limited to suits, actions or claims based upon conduct before "final acceptance" by the TOWN of the construction work. The DEVELOPER acknowledges that the TOWN's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the DEVELOPER or third party is assumed by such review or approval.

b) Drainage Liability. The DEVELOPER shall indemnify and hold harmless the TOWN for any liability the latter may have or account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this PROPERTY or from the construction of streets or storm sewers therein. In addition, the DEVELOPER promises to reimburse the TOWN for any costs including, but not limited to, reasonable attorneys' fees, which the TOWN incurs in acquiring or condemning any rights-of-way or easements that the DEVELOPER requires the TOWN to acquire or condemn, or which the TOWN is held to have acquired or condemned for drainage, because of the development of this PROPERTY.

1.8. Governmental Immunities Act. The TOWN is relying on, and does not waive or intend to waive by any provision of this AGREEMENT, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. 24-10-101 et seq.) as from time to time amended, or otherwise available to the TOWN, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

1.9. Recording of AGREEMENT. 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. The DEVELOPER shall include on the final plat a "plat note" noting the existence of the AGREEMENT and its attached Exhibits by reference to its reception number as recorded by the Weld County Clerk and Recorder. All recording fees shall be paid by the DEVELOPER. The TOWN shall retain the recorded AGREEMENT.

1.10. Binding Effect of AGREEMENT. This AGREEMENT shall run with the land included within the SUBDIVISION and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

1.11. Assignment, Delegation and Notice. The DEVELOPER shall provide to the TOWN for approval, written notice of any proposed transfer of title to any portion of the Development and of the AGREEMENT obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. The DEVELOPER and successor shall, until written TOWN approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of the DEVELOPER under this AGREEMENT.

1.12. Modification and Waiver. No modification of the terms of this AGREEMENT shall be valid unless in writing and executed with the same formality as this AGREEMENT, and no waiver of the breach of the provisions of any section of this AGREEMENT shall be construed as a waiver of any subsequent breach of the same section or any other sections that are contained herein.

1.13. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

TOWN:

Town of Frederick
c/o Town Clerk
P.O. Box 435
Frederick, Colorado 80530

With copy to:

Samson Law Firm
255 Weaver Park Road, Suite 200
P.O. Box 1079
Longmont, CO 80502

DEVELOPER:

c/o Kent Nelson
2045 Longs Peak Avenue
Longmont, CO 80501

With copy to:

Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

Or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformity with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

1.14. Force Majeure. Whenever an agreed upon deadline requires the DEVELOPER to complete construction, maintenance, repair, or replacement of improvements, said deadline shall be extended for a reasonable time if the performance cannot be completed in a timely manner due to Acts of God, or other circumstances constituting force majeure, or circumstances beyond the reasonable control of the DEVELOPER.

1.15. Title and Authority. The DEVELOPER warrants to the TOWN that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter this AGREEMENT.

1.16. Severability. This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of the DEVELOPER or any agent thereof, any provision of the AGREEMENT is held to violate municipal, state, or federal laws and thereby rendered unenforceable, the TOWN, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

1.17. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

1.18. Choice of Law and Venue. This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in the County of Weld, State of Colorado. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State courts located in the County of Weld, State of Colorado shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

TOWN OF FREDERICK

By: ______________________________
Tracie Crites, Mayor

ATTEST:

____
Meghan C. Martinez, Town Clerk

DEVELOPER

David P. Nelson Family Limited Partnership, L.L.L.P., a Colorado limited liability limited partnership

By: Dianne Carlson Nelson
Dianne Carlson Nelson, Authorized Agent

Kent P. Nelson Family Limited Partnership, L.L.L.P., a Colorado limited liability limited partnership

By: ______________________________
Kent P. Nelson, General Partner

Carol N. Coburn Family Limited Partnership, L.L.L.P., a Colorado limited liability limited partnership

By: ______________________________
Carol N. Coburn, General Partner

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

TOWN OF FREDERICK

By: ______________________________
Tracie Crites, Mayor

ATTEST:

____
Meghan C. Martinez, Town Clerk

DEVELOPER

David P. Nelson Family Limited Partnership, L.L.L.P., a Colorado limited liability limited partnership

By: ______________________________
Dianne Carlson Nelson, Authorized Agent

Kent P. Nelson Family Limited Partnership, L.L.L.P., a Colorado limited liability limited partnership

By: Kent P. Nelson
Kent P. Nelson, General Partner

Carol N. Coburn Family Limited Partnership, L.L.L.P., a Colorado limited liability limited partnership

By: Carol N Coburn
Carol N. Coburn, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this day of __________, 2022_by Tracie Crites as Mayor and Meghan Martinez as Town Clerk of the Town of Frederick.

Witness my hand and official Seal. [SEAL]
My Commission Expires: ____________________

____
Notary Public: ______________________

STATE OF COLORADO)
) ss.
COUNTY OF _________)

The foregoing instrument was acknowledged before me this ____ day of _______, 2022, by **Kent P. Nelson, managing partner, Kent P. Nelson Family L.L.L.P, a Colorado limited liability limited partnership**.

Witness my hand and official Seal. [SEAL]
My Commission Expires: ___________________

____
Notary Public: ____________________

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 25 day of May, 2022, by **Diane Carlson Nelson, Authorized Agent of David P. Nelson Family L.L.L.P, a Colorado limited liability limited partnership**

Witness my hand and official Seal. [SEAL]
My Commission Expires: 10/04/2023

LESLIE JEAN KANCIR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194038176
MY COMMISSION EXPIRES 10/04/2023

____
Notary Public: Leslie Jean Kancir

STATE OF COLORADO)
) ss.
COUNTY OF _________)

The foregoing instrument was acknowledged before me this ____ day of _______, 2022, by **Carol N. Coburn, managing partner, Carol N. Coburn Family L.L.L.P, a Colorado limited liability limited partnership**

Witness my hand and official Seal. [SEAL]
My Commission Expires: ___________________

____
Notary Public: ____________________

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 23rd day of May, 2022, by **Kent P. Nelson, managing partner, Kent P. Nelson Family L.L.L.P, a Colorado limited liability limited partnership**.

Witness my hand and official Seal. [SEAL]
My Commission Expires: July 2, 2025

MAUREEN C. SIMPSON
Notary Public
State of Colorado
Notary ID # 19874186795
My Commission Expires 07-02-2025

Maureen C Simpson
Notary Public: ____________________

STATE OF COLORADO)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of _______, 2022, by **Diane Carlson Nelson, Authorized Agent of David P. Nelson Family L.L.L.P, a Colorado limited liability limited partnership**

Witness my hand and official Seal. [SEAL]
My Commission Expires: ____________________

Notary Public: ____________________

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 23rd day of May, 2022, by **Carol N. Coburn, managing partner, Carol N. Coburn Family L.L.L.P, a Colorado limited liability limited partnership**

Witness my hand and official Seal. [SEAL]
My Commission Expires: July 2, 2025

MAUREEN C. SIMPSON
Notary Public
State of Colorado
Notary ID # 19874186795
My Commission Expires 07-02-2025

Maureen C Simpson
Notary Public: ____________________

EXHIBIT A

MAP AND LEGAL DESCRIPTION

NELSON FARM SUBDIVISION DESCRIPTION:

ALL OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THOSE PARCELS OF LAND CONVEYED BY DEEDS RECORDED IN BOOK 872 AT PAGE 211; BOOK 1024 AT PAGE 111; BOOK 1028 AT PAGE 372; BOOK 1552 AT PAGE 68; BOOK 1552 AT PAGE 69; BOOK 678 AT RECEPTION NO. 1599685; THOSE PARCELS OF LAND CONVEYED BY RULE AND ORDER RECORDED DECEMBER 29, 2003 AT RECEPTION NO. 3137131, AND LOT 1 OF "LANSONS FARM SUBDIVISION AMENDMENT", COUNTY OF WELD, STATE OF COLORADO.

SAID LANDS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TWO PARCELS OF LAND LOCATED IN SECTION 35, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35 (3.25" ALUMINUM CAP, PLS 29430) FROM WHENCE THE NORTH QUARTER CORNER OF SECTION 35 (3.25" BRASS CAP, BLM) LIES N89°36'25"E, 2,646.03 FEET (BASIS OF BEARINGS);

THENCE N89°36'25"E, 125.69 FEET ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 35 TO THE NORTHEAST CORNER OF PARCEL 219 AS DESCRIBED IN RULE AND ORDER RECORDED 12/19/2003 AT RECEPTION NO. 3137131 AND THE POINT OF BEGINNING;

THENCE CONTINUING N89°36'25"E, 2,520.35 FEET ALONG SAID NORTHERLY SECTION LINE TO THE NORTH QUARTER OF SECTION 35;

THENCE N89°36'14"E, 2,643.69 FEET ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 35 TO THE NORTHEAST CORNER OF SECTION 35;

THENCE S00°29'04"W, 2,653.03 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 35 TO THE EAST QUARTER CORNER OF SECTION 35;

THENCE S00°09'21"W, 1,878.06 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 35 TO A NORTHEASTERLY CORNER OF LOT 1 OF "LANSONS FARM SUBDIVISION AMENDMENT";

THENCE ALONG THE PERIMETER OF SAID LOT 1 THE FOLLOWING SIX COURSES:

1) N89°50'39"W, 875.39 FEET;
2) 100.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 38°30'20", AND A CHORD BEARING N70°35'29"W, 98.92 FEET;
3) N51°20'19"W, 1,191.94 FEET;
4) N02°37'43"W, 307.48 FEET;
5) S89°21'13"W, 702.40 FEET;
6) S00°00'13"E, 1,805.60 FEET;

THENCE S89°28'05"W, 1,170.78 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 52;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE INTERSTATE 25 FRONTAGE ROAD (AS MONUMENTED BY CDOT 3.25" ALUMINUM CAPS) THE FOLLOWING SEVEN COURSES:

1) N45°13'32"W, 91.61 FEET;
2) N00°57'37"W, 88.51 FEET;
3) 866.25 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 771.16 FEET, A CENTRAL ANGLE OF 64°21'39", AND A CHORD BEARING N33°06'59"W, 821.42 FEET;
4) N65°16'51"W, 236.35 FEET;
5) 915.58 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,164.70 FEET, A CENTRAL ANGLE OF 45°02'26", AND A CHORD BEARING N42°47'11"W, 892.19 FEET;
6) N00°13'01"W, 3,608.21 FEET;
7) N00°23'32"W, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 520.69 ACRES, MORE OR LESS.

PARCEL TWO:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35;

THENCE N89°32'18"E, 551.28 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 35;

THENCE N00°27'42"W, 107.26 FEET TO THE CORNER OF THE NORTHERLY LINE OF STATE HIGHWAY 52 AND EASTERLY LINE OF INTERSTATE 25, BEING THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 25 AS MONUMENTED BY CDOT 3.25" ALUMINUM CAPS THE FOLLOWING FOUR COURSES:

1) N26°55'01"W, 401.99 FEET;
2) N22°30'29"W, 484.01 FEET;
3) N12°10'33"W, 365.65 FEET;
4) N54°34'04"E, 66.24 FEET;

THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF THE INTERSTATE 25 FRONTAGE ROAD AS MONUMENTED BY CDOT 3.25" ALUMINUM CAPS THE FOLLOWING FIVE COURSES:

1) 650.49 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,295.93 FEET, A CENTRAL ANGLE OF 28°45'34", AND A CHORD BEARING S50°55'38"E, 643.68 FEET;
2) S65°16'51"E, 236.29 FEET;
3) 718.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 639.93 FEET, A CENTRAL ANGLE OF 64°22'08", AND A CHORD BEARING S33°06'55"E, 681.71 FEET;
4) S00°57'37"E, 79.60 FEET;
5) S47°11'57"W, 52.81 FEET;

THENCE S89°05'37"W, 659.05 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 52 TO THE POINT OF BEGINNING, CONTAINING 15.69 ACRES, MORE OR LESS.

NET ACREAGE: 536.37 ACRES

DESCRIPTION PREPARED BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

[SEE ATTACHED FINAL PLAT]