



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, June 14, 2022

6:30 PM

Livestreaming of the Board of Trustees meetings will be transitioning from the Zoom Meeting Application to a livestream on the Town of Frederick website. While in transition the meetings will be offered on both platforms. The 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:

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

Or

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

Viewers may also attend the meeting by joining us on the Zoom Meeting platform. As the Town transitions to the Livestream, zoom will not be an option in the future but is offered for the convenience of the viewer as we transition from one platform to the Town of Frederick website.

For questions about the transition, please contact the Town Clerk.

Join Zoom Meeting
<https://us06web.zoom.us/j/84907618515>

Built on What Matters.



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:

Happiness through Horses Community Funding Request

Public Comment:

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

Staff Reports:

A. Administrative Report – Bryan Ostler, Town Manager

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

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

Built on What Matters.

- C. Resolution 22-R-47 Cancelling Various Board of Trustee Meetings for 2022 – Meghan Martinez, Town Clerk
- D. Resolution 22-R-48 Authorizing the Purchase of 1 Unit of C-BT Water from Michael Bowen – Sarah Watson, Engineer
- E. Resolution 22-R-49 Authorizing the Purchase of 4 Units of C-BT Water from Mark Gordan Sugarman and Nori Kai
- F. Resolution 22-R-50 Authorizing the Purchase of 4 Units of C-BT Water from Antone M. Swanda Living Trust
- G. Resolution 22-R-51 Authorizing the Purchase of 7 Units of C-BT Water from Dalla Leah Hibler-Powers and Ronald D. Powers
- H. Resolution 22-R-52 Authorizing the Purchase of 10 Units of C-BT Water from Whitham Farms, LLC
- I. Resolution 22-R-53 To Opt Out of the Colorado Paid Family and Medical Leave Insurance (FAMLI) Program – Lauren Mueller, Human Resources Director
- J. Resolution 22-R-54 Accepting a Dedication of Right-of-Way from Evezich Trust – Jason Berg, Engineer

Action Agenda:

- K. Resolution 22-R-55 Approving an Updated Memorandum of Agreement for Public Improvements for Carriage Hills Filing 1 Subdivision – Jason Berg, Engineer

Mayor and Trustee Reports:

Executive Session:

- L. For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding regarding Contractual Obligations

Adjournment:

ORGANIZATION SUMMARY

Organization Name: Happiness Through Horses https://happinesshorses.org

Mailing Address: PO Box 950, Firestone CO 80520

Contact Person:

<u>Kim Swaney</u>	<u>Executive Director</u>
Name	Title

<u>(303) 931-9616</u>	
Phone Number	Fax Number

Kim@HappinessHorses.org

Email Address

Federal Tax ID: 46-3226710 State Tax ID: _____

Please describe your project and the reason for your request:

~~HTH is requesting \$400 from the City of Frederick to cover the cost of one youth scholarship for our Youth Leadership Group that will begin on June 4th and run for 8 weeks. This group is for Carbon Valley youth between the ages of 12-19 who are being bullied or have been bullied in school or who are experiences challenges at home and at school. It will provide youth with an opportunity to learn skills that will increase self-efficacy and self-esteem, improve communication and leadership skills, provide pro-social activities and support among peers, aid in character development, and instill positive coping strategies.~~

~~The mission of Happiness Through Horses, a 501(c)3 organization in Weld County Colorado, is to heal the hearts of struggling youth through bonding with horses. Incorporated in 2016, Happiness Through Horses (HTH) operates out of Happiness Ranch and was conceptualized long before when the founder Kim Swaney, who was raising her own teenage daughters at that time, became aware of the high rates of substance use, suicide and incarceration among the youth in her community. To provide needed resources in the community, Kim and her friend Shawna offered horse camps at a neighboring ranch in 2013. They held a T-shirt fundraising campaign which allowed 7 girls to attend the camp on scholarship, and the campaign eventually funded 6 additional scholarships to send youth who had experienced trauma to a licensed Equine Assisted Psychotherapist in the area. Unbeknownst to Kim, this was the beginning of HTH, and although she applied for 501c3 status in 2016 it was retroactively incorporated in 2013. HTH moved to a permanent location in Fort Lupton in 2019, and expanded the program's capacity to offer much needed services, to date the organization has served over 300 young people~~

Amount Requested: \$400

Number of Town of Frederick Residents and/or visitors that will participate and/or benefit from the program you are proposing: 1 youth scholarship for a Carbon Valley teen who demonstrates a financial need and benefit to attending the 8 week course

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:

This program provides positive youth development in a rural setting, sponsoring a youth who cannot afford the program fee, shows that the Town of Frederick cares deeply about the health and wellbeing of the youth who are growing up here, and also supports small, agriculturally based non-profit that serves the areas' children and youth

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)?:

The April Fund has sponsored five scholarships thus far; it is our hope that all youth can attend our leadership and empowerment programming in scholarship

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:

<u>Kim Swaney</u>	<u>303-931-9616</u>
Name (Please Print)	Telephone Number

<u><i>Kim Swaney</i></u>	<u>5/9</u>
Signature	Date

PROGRAM / PROJECT BUDGET

Program Name: Youth Empowerment/Self-Leadership 8 week program

Total Project Budget (Please Itemize):
(Personnel, Promotion, Supplies, Services, etc.)

Amount:

Youth Development Coach	\$ 75/hr for 8 weeks
Equine Fees pro-rated to include feed, special care, veterinary expenses, farrier expenses, and barn lease	\$ 25 per hour per horse, 8 total horses
Facility Fees pro-rated to include classroom space, utilities, porta-potty rental, grounds maintenance, etc.	\$ 1900
Admin/Marketing	\$ 300
	\$
	\$
	\$
	\$
	\$

Total Cost (A): \$ 5000

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

Corporations:	\$
Foundations:	\$ 2000
Individuals:	\$
Government:	\$
Other:	\$

Total Funds Available (B) \$ 0

Balance Required (A minus B) \$ 3000

Amount Requested: \$ 400

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

DEPARTMENT OF THE TREASURY

Date: **FEB 02 2016**

HAPPINESS THROUGH HORSES
32 POWDER HORN PLACE
LONGMONT, CO 80504-0000

Employer Identification Number:
46-3226710
DLN:
26053426001606
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 1, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

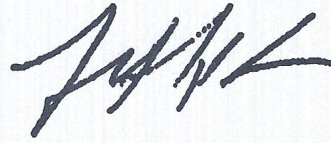
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

HAPPINESS THROUGH HORSES

Sincerely,

A handwritten signature in black ink, appearing to read 'J. I. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

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

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

HAPPINESS THROUGH HORSES

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 20133022379.

The status of its registration is **Good**, and this status has been in effect since 10/19/2021.

The organization's registration expires on 08/15/2022.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 05/09/2022.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 05-09-2022 15:33:03



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

HTH Board of Directors as of 3-14-2022

Gillian Smith – President

Mya Liberty – Secretary

Bonita Esquibel – Treasure

Marian Hobbs – Member

Jana Curtin – Member

Megan Storm – Member

Chris Swaney – Member

Eric Johnson – Member

Shawna White – Non Voting Honorary Member

Kim Swaney – ED/Program Coordinator/Volunteer Coordinator/Fundraising Director/Horse Care Director/Head Coach & Mentor



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: June 14, 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):

- June 14th – Regular Meeting
- June 21st – Work Session
- June 28th – FURA & Regular Meeting
- July 5th – Work Session
- July 12th – Regular Meeting
- July 19th – FURA & Work Session

Communications and Engagement Department

Community Partnerships/Training

- Angela participated in the Weld PIO quarterly meeting on April 28, the LeCOPA (LE Community Outreach and Prevention Association) Meeting on May 3, NOCO PIO peers lunch on May 5, and the ESPIOC training on May 19 – Crisis Communication on Facebook.
- Angela attended the FHS Education Foundation meeting on May 2 and volunteered for graduation support.
- Team FRED celebrated the FHS warrior Class of 2022 with parade support.
- Hosted Level 1 & 2 Self Defense Class on Saturday, June 11.

Events

Built on What Matters.

- Local businesses are committing to event sponsorships. We have \$69,950 in pledges to date. Our 2022 goal is \$125,000.
- The first Community Tour & Talk in Wyndham Hill on May 18 brought out 150 engaged neighbors who struck around and chatted with Trustees and staff from 6 to 8 pm. Next stop is in Savannah Park on June 22. Serving up Georgia Boys, Butcher & The Blonde, and Scoops ice cream at all tours!
- The Town's first Carbon Valley Memorial Day Ceremony was held on Friday, May 27 at 7 am at Bella Rosa Golf Course. Twenty-five people in attendance for the national anthem, Taps, moment of silence and words from Mayor Pro tem Dan March. Planning to do annual event each year on the Friday leading into Memorial Day weekend.
- Frederick in Flight will lift off on Saturday and Sunday, June 25 and 26 with over 20 balloons each day. Lift off at 6 am each day. Balloon Bash party on Saturday night from 5 to 9 pm. Information Station on June 22,23,24 with activities and local business gift cards giveaways.

Design

- Video series for National Economic Development Week
- Video for Public Works Week
- CAFR Annual report cover and content for Finance
- Process improvement for social media content
- Frederick in Flight promo video and marketing materials
- New officers swearing in photos

Parks and Open Space Department

POST Commission Meeting – June 1, 2022

- Staff updated the Commission on Department on ongoing projects.
- An update was given on management of cyanobacteria at Milavec Reservoir.
- Staff presented the Commission with a draft Annual Schedule to begin organizing and formalizing the Commission's role.
- The Commissioners have requested that staff research a possible "Junior Commissioner" position, to improve youth representation.

Parks, Open Space, and Trails

- The Splash Pad at Crist Park has had several mechanical issues during re-opening. We are hoping to have it open by the time you read this, but that will depend on available parts.
- A large, youth volunteer group from Life fellowship Church participated in a project at Johnson Farm Park, to improve the aesthetics and functionality of landscape beds.
- Continued mowing all parks and mowed most open spaces. Herbicides were applied on many open space parcels, along with selective mowing, for vegetative management. Some larger open space parcels will not be mowed until winter, to increase biodiversity and to allow them to return to true, natural areas.
- A 2nd round of fertilizer application began this week on irrigated turf area.
- Several parts were made to the raw water pump stations.

- Repairs to vandalism continue at park restrooms and the Skate Park.

Golf

- Continued hosting Junior programs. The Beginner June Program hosted 22 golfers.
- Continued re-seeding and growing in turf areas lost in winter.
- Fertilized the course, wall-to-wall in late May.
- Aerated greens in late May and continued to spot aerate weak turf areas as time allows.
- Installed sod on #1 tee boxes.
- The new Happy Hour offerings in the restaurant continue to see a good response from our users.
- Hosted several tournaments and outings in the month of May and early June.

Administration

- Continued formalizing a department re-organization plan with staff to improve efficiency and to meet the Strategic Plan Goals for Parks and Golf.
- Began gathering information to draft a 1 and 5-year Capital Improvement Plan.
- Continued working on planning efforts for the Golf Course. Will be meeting with a Golf Strategist to discuss ensuring any proposed improvements continue to improve the financial self-sufficiency of the golf course, along with playability and aesthetics.

Police Department

Equipment Purchase

- Recently, the department was able to purchase a FARO Forensic Technologies 3D Digital Crime Scene Scanner. The FARO is used to scan and document any crime or traffic accident scene so that accurate measurements can be recorded and a three-dimensional rendering of the scene can be developed. The FARO has already been utilized in documenting serious crime scenes and is a very useful and effective tool for investigative and court purposes.

Summer Student Police Academy

- During the week of June 6th, the Frederick Police Department School Recourse Officers hosted our third annual Summer student Academy at Frederick High School. This is an opportunity for our officers to interact with younger members of our community and a great opportunity for our youth to learn about law enforcement. The week long academy covers topics to include building searches, vehicle stops, crime scene investigation, drone use in law enforcement, K9 deployment and SWAT. At the conclusion of the week, students are offered the opportunity to run the department's obstacle course. The academy is a great outreach program for the department and many lasting relationships are formed with the students.

Public Works

Streets

- Grading of county roads – prepping for mag chloride treatment
- Sweeping schedule week 2 – Countryside, Westview, Savannah, Angel View and Carriage Hills, No Name Creek, The Farm, Moore Farm.
- Replacement of downed signage along Aggregate Blvd.
- Adding material on County Rd 5 for better drainage off road.

- Mag chloride applied to County Rd 5 and 20 ½ .

Water

- Flushing program continuous in Savannah Subdivision – 19 flushed.
- Fire hydrant repair completed at 4030 Bruin Blvd. – cleared fire code violation.
- 107 total locates completed – 8 final reads, 15 new meter installs in Hidden Creek.

Buildings

- Painting of gym at Ambulance Building – interior.
- Clearing weeds around downtown buildings, spraying cracks in parking lots, adjusted sprinklers at Wellness House.
- Taking care of floor drainage issues at Bella Rosa – fixing hand sink leak
- Setting up new office at PW for Water Manager
- Checking all Town owned buildings for any roof leaks
- All downtown parking lots swept
- Relocating offices in Town Hall for start of Town Hall renovation
- Contractor installed new windows in Ambulance Building.

Open Space

- Beginning of cutting of Open Space, No Name Creek, Fox Run areas
- Savannah Open Space cutting, Frederick Way, Coal Ridge, Aspen Way occurred.

Storm Water

- Crews are still working on clearing drainage areas throughout town. Clearing of drainage & detention pond at Fox Run.
- Drainage checks after rain storms from 6/1/22.

Miscellaneous

- 5400 Fox Run Blvd – adding 1 ½ river rock by mailboxes – citizen concern.
- Set out flags along Colorado Blvd Trail and lowering flags for holiday.
- Crews cleaning up from wind storm that came through on 5/26/22
- PW teams delivering barricades and cones for block parties
- 5/28/22 – tree limb drop off – 32 residents utilized drop off day
- Brad Hirter PW Water Manager started 5/27/22

Training

- James Romero attended online class for pedestrian and bicycle safety.

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 continues to work with legal on acquisition of ROW on the northeast corner of the intersection. 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 spring/summer of 2022.

- 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 seals in Eagle Valley and Downtown south of 5th Street are under construction.
 - Raspberry Drive, significant road deflection was observed in the asphalt and subgrade. The repair is underway and expected to complete in mid-June.
 - Colorado Blvd Mill and Overlay Project is complete.
- Concrete Alley Project:
 - Grading work and forms are being set for the concrete pour.
- 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. This will include improvements to 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 June.
- 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 drafted and under staff review and expected to be released in June
- Concrete Drainage Pan and Inlet Repair on Tipple Pkwy:
 - Complete

Planning Department

Development Applications

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

<i>New Applications</i> <i>Project Name</i> <i>(Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Eagle Business Park Filing 5 Lot 1 & 2 (6/6/2022)	Eagle Business Park		Replat of parcel and divide into 4 lots
<i>On Going Projects</i> <i>Project Name</i> <i>(Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park, Block 1, Lot 8 4210 Bruin Site Plan (02/16/2021)	Bear Industrial Park	4210 Bruin	Site plan for 15,000 sf office and warehouse building for crane company.
Bear Industrial Park Replat 5, Block 1 Lot 2 (10/18/2021)	Bear Industrial Park	4021 Kodiak	Plan for a 1,000 sq. ft. facility with outdoor storage.
Brunemeier Annexation- Wheatlands (4/4/2022)		Southwest corner of County Road 16 and County Road 17	Proposed single family attached and detached homes.
Columbine Heights		North of highway 52, West of WCR 17 and East of Savannah Subdivision	Proposed Rezone
Eagle Business Park Filing 3 Lot 1B (1/18/2022)	Eagle Business Park	4881 Eagle	Proposed 4,800 sq. ft single story building with outdoor storage.
Eagle Business Park Endeavour Agilent (2/07/2022)	Eagle Business Park	7400 Eagle	Site Plan for Agilent's expansion

Frederick Town Amendment B Lot 1-501 Walnut (9/8/2021)	Downtown	501 Walnut	Redevelop existing building into co- working office space.
Frederick West Business Center Replat J Lot 2A (5/16/2022)		7950 Miller Dr	Proposed site plan for 28,000 sq ft building with office and warehouse building for unknown future tenant.
Meadowlark Business Park Replat A (5/17/2021)	Meadowlark Business Park	5660 Iris Parkway	Request to divide the lot into 2 lots and a new 14,000 sq. ft. office building on the south lot.
Miners Park Town Center Filing 2 Block 1 (1/11/2022)		North of hwy 52 between Colorado Blvd and Maple Street	Proposed changes to zoning boundaries with keeping the current zoning.
Nelson Farms (1/3/2022)		Southwest corner of Silver Birch Blvd and Tipple Blvd	Proposed residential development on 236 acres
No Name Creek West Block 4 (12/6/2021)	No Name Creek West	9050 Harlequin Circle	Subdividing Lots.
<i>Project Name</i> <i>(Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Park 4040 Lot 4 (5/16/2022)		South of Salazar Way, East of I-25 Frontage Road	Proposed site plan for 40,000 sq ft auto body repair.
Prairie Greens II (12/7/2020)	Prairie Greens	6460 Frederick Way	Request for vacation of easement and preliminary design for phase 4.
Raspberry Hill Business Park Lot 13 (5/2/2022)	Raspberry Hill	8274 Raspberry Way	Proposed office building and sales of pickup trucks.
Raspberry Hill Business Park Lot 11 Grading and Drainage (5/2/2022)	Raspberry Hill		Updating Grading and Drainage
Sanitation District Annexation No. 1 Subdivision Amendment		8500 Colorado Blvd.	Subdivision amendment to subdivide existing lot into 2 separate lots.

(8/16/2021)			
Silverstone Filing 7 (1/18/2021)	Silverstone		Development of 581 residential homes.
Wyndham Hill Filing 10 Final Plat and Final Development Plan (11/16/2020)	Wyndham Hill	Generally west of WCR7, between WCR 14.5 and WCR 16.	Approximately 139 acres to be developed into 495 single family homes.
Wyndham Hill Filing 6 Replat A FFFPD Station 5 Site Plan (6/7/2021)	Wyndham Hill	Generally, north of Highway 52, West of I-25 on Glacier Way.	Proposed fire station to include 3 bays.

Town of Frederick - List of Bills
April 1, 2022 - April 28, 2022

5STARWASHCV LLC	Vehicle maintenance	731.92
AAA PEST PROS LLC	Pest control	125.00
AARON DAVIS PRESENTATION INC	Keynote presentation	7,000.00
ABLAO LAW LLC	Assistant judge training	140.00
ACE HARDWARE OF FIRESTONE	Supplies	759.12
ACUSHNET COMPANY	Merchandise	249.28
ADAM MARCOVICH	Dirt hauls	1,750.00
ADIDAS AMERICA INC	Supplies	74.76
AGFINITY	Fuel	16,281.64
AGILENT TECHNOLOGIES INC	Incentive pay agreement	403,718.84
AIRGAS USA LLC	Equipment fuel	261.68
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	146.15
ASPHALT DOCTORS	Asphalt patch	4,300.00
BERMUDA SANDS APPAREL LLC	Merchandise	693.89
BETTER BUSINESS CLEANING	Monthly cleaning services	5,045.00
BK TIRE, INC.	Used tire disposal	40.00
BLACK HILLS ENERGY	Gas utility	6,354.39
BLUE VALLEY HEATING AND COOLING	Deposit for AC and installation	3,850.00
BONNIE LOU GINTHER	Election Judge services	400.00
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	443.39
BRETT FELZ	Damage deposit refund - Sellstate Peak	500.00
BUFFALO BRAND SEED LLC	Park supplies	1,849.50
CAPITAL BUSINESS SYSTEMS INC	Town copier lease	601.42
CARBON VALLEY HALF MARATHON	Donation	1,500.00
CARBON VALLEY PARKS & RECREATION DIST	FURA - TIF Revenue Sharing 2021	2.93
CARD SERVICES	Travel , training & supplies	29,710.55
CASELLE, INC.	Contract Support & Maintenance	2,142.00
CENTER FOR EDUCATION & EMPLOYMENT LAW	Employment Law newsletter	159.00
CENTRAL WELD COUNTY WATER DIST	Water purchased	41,275.48
CENTURA HEALTH	Exam fees	300.00
CENTURYLINK COMMUNICATIONS LLC	PD landline/fax	36.03
CHUCO GOLF LLC	Uniforms	1,809.63
CINDY KAMIGAKI	Travel reimbursement	575.96
CINTAS CORPORATION	Uniforms and mat service	601.86
CITY OF LOVELAND	Police training	1,600.00
COLORADO BARRICADE CO	Signs	412.00
COLORADO MATERIALS INC	Landscape materials	15,127.84
COLORADO WATER WELL	South Pump repairs	460.00
COLT FENCE AND LANDSCAPE LLC	Fence repairs	2,075.00
COMCAST CABLE	Internet service for Town facilities	1,116.85
COMCAST PHONE	PRI services	2,948.51
COMPLETE CONSTRUCTION CORPORATION	Concrete work	1,225.00
CORE & MAIN LP	Irrigation supplies	678.80
COSTAR REALTY INFORMATION INC	Monthly subscription	540.00
DAMON JONES	Reimbursement for DOT physical	75.00
DANA KEPNER CO	Hydrant meter supplies	1,340.20
DBC IRRIGATION SUPPLY	Skate park security	13,917.71
DEFENSE TECHNOLOGY LLC	Training	895.00
DNI HEATING AC REFRIGERATION	Exhaust fan repairs	275.00
EASY PICKER GOLF PRODUCTS INC	Golf course supplies	301.10
ECHELON FRONT LLC	Leadership conference	1,300.00
ELEMENT WATER CONSULTING INC	Water Engineering Services	26,584.75
ELEVATED CLOUD SERVICES LLC	Hosting - ESRI & GIS	1,106.50
ENTERPRISE FM TRUST	Vehicle lease program	35,828.38
EON OFFICE	Supplies	196.76
FACTORY MOTOR PARTS CO	Fuel pump	328.97
FAIRFIELD AND WOODS PC	Legal services - FURA	12,740.00

Town of Frederick - List of Bills
April 1, 2022 - April 28, 2022

FBI-LEEDA	Training	695.00
FERGUSON ENTERPRISES LLC	Equipment	781.47
FREDERICK FIRESTONE FIRE PROTECTION DIST	FURA - TIF Revenue Sharing 2021	1,324.45
FREDERICK HIGH SCHOOL BOOSTER CLUB	Donation	2,000.00
FREEDOM MAILING SERVICES LLC	Utility billing/postage	3,639.38
FUTURELINK INC	Alarm system repairs	1,683.50
G & G EQUIPMENT INC	Plow parts	102.23
GENERAL AIR	Shop supplies	20.22
GOLF & SPORT SOLUTIONS LLC	Sand and compost mix	866.52
GOVERNMENTAL BUSINESS SYSTEMS INC	Municipal Election 2022	15,640.31
GREEN MILL SPORTSMAN'S CLUB	Officer training	900.00
HAMILTON LINEN	Linen service for restaurant	305.27
HELENA AGRI ENTERPRISES LLC	Golf course supplies	900.00
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	830.85
HIGH PLAINS LIBRARY DISTRICT	FURA - TIF Revenue Sharing 2021	305.59
HOME DEPOT CREDIT SERVICES	Parts and supplies	2,168.10
HYDROLOGIK LLC	Work completed along Hwy 52	6,827.48
IDEMIA IDENTITY & SECURITY USA	Equipment supplies	35.00
INNOVATE! INC	GIS support	7,231.44
INTERSTATE FORD	Repair parts	1,306.25
IRIS BOSS	Election Judge services	400.00
J & M DISPLAYS INC	Miners Day firework show	13,000.00
JAMES ROMERO	Boot reimbursement	68.86
JEFF CAHN INC	Judge services	2,400.00
JMK SPORTS INC	Golf supplies	253.85
JOHN CUTLER & ASSOCIATES	Partial billing for 2021 audit	7,000.00
JOSEPH ELLIOTT USA LLC	Merchandise	390.89
KATHERINE L BARTZ	Election Judge services	400.00
KING CHEVROLET	Repair parts	118.19
KISSINGER & FELLMAN PC	Legal services	135.00
KRISTIN NORDECK BROWN PC	Prosecution services	2,700.00
L.L. JOHNSON DISTRIBUTING COMPANY	Mower repair parts	1,947.09
LELAND GORDON	Reimbursement for kitchen supplies	44.24
LEXISNEXIS RISK DATA MANAGEMENT	Lumen subscription	2,781.00
LIFE STORIES CHILD & FAMILY ADVOCACY	Event Sponsorship/Qrtly billing	719.00
LONGMONT HUMANE SOCIETY	Animal impound fees	1,052.25
LORENTE GOLF	Merchandise	1,065.63
LORI HILL	Dessert treats	108.80
LUMIN8 TRANSPORTATION TECHNOLOGIES LLC	Monthly maintenance fee	236.25
LUXOTTICA USA LLC	Merchandise	649.25
MAC EQUIPMENT INC	Small equipment/maintenance	2,128.34
MARSHALL INFORMATION SERVICE LLC	Consulting services	437.50
MASEK GOLF CAR COMPANY	Equipment parts/cart rentals	1,377.10
MATTHEW BENDER & CO INC	2022 State statues	114.43
MATTHEW JAMES	Police Equipment Loan Program	2,000.00
MCCORD DESIGN CO LLC	Signage	585.00
MENU MASTERS	Menu design	650.00
MICHOW COX & MCASKIN LLP	Legal counsel related to Clearview Villages	781.75
MILE HIGH GOLF CARS	Golf equipment repair parts	384.69
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	165.00
MITEL	Phone service for Town buildings	3,594.72
MOUNTAIN SALES & SERVICE	Ice machine lease	200.00
NANCY BERGEN	Head Election Judge services	450.00
NATIONAL BUSINESS FURNITURE LLC	Office furniture	1,577.15
NEW CONSOLIDATED LOWER BOULDER RESERVOIR	Reimbursement for Rule 11 charge	711.43
NORBY GOLF COURSE DESIGN INC	Assessment/Prelim Master Plan	10,300.00
NORTHERN CO. WATER CONSERVANCY DISTRICT	FURA - TIF Revenue Sharing 2021	94.98

Town of Frederick - List of Bills
April 1, 2022 - April 28, 2022

NORTHERN ENGINEERING SERVICES	Shrek Subdivision property descriptions	1,067.50
OCCUPATIONAL HEALTH CENTERS	Pre employment testing	667.50
PAUL C BENEDETTI	Legal services - FURA	870.00
PETERSEN SPECIALTY	Notary stamp	28.86
POLICE AND SHERIFFS PRESS INC	Photo ID cards	47.95
POTESTIO BROTHERS EQUIPMENT INC	Equipment parts	1,926.66
PRAIRIE MOUNTAIN MEDIA	Publication costs	466.77
PRE ACTION FIRE INC	AES Quarterly Monitoring	3,525.00
PRINT EXPERTS	Printing services	847.05
PRO GOLF REPAIR LLC	Pro Golf services	1,678.00
PSYCHOLOGICAL DIMENSIONS	Psychological evaluations	1,050.00
REDI SERVICES LLC	Porta john service	592.50
REIF & HUNSAKER PC	Legal services	82.50
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Beverage order for restaurant	287.64
ROCKY MOUNTAIN BOTTLED WATER LLC	Water delivery service	87.00
ROCKY MTN PLAYGROUND SERVICES LTD	Playground repairs	6,833.13
SAM'S CLUB / GEGRB	Supplies	683.03
SIGNARAMA	Colo. Blvd mill and overlay project signage	2,910.00
SOIL HORIZONS	Soil for golf course	2,280.00
SOUTHERN GLAZERS WINE AND SPIRITS	Beverage order for restaurant	301.53
SRIXON CLEVELAND GOLF XXIO	Merchandise	653.64
ST VRAIN SANITATION DISTRICT	FURA - TIF Revenue Sharing 2021	43.30
ST. VRAIN VALLEY SCHOOL DISTRICT	FURA - TIF Revenue Sharing 2021	3,038.55
STAPLES ADVANTAGE	Office supplies	813.32
STEVE JOHNSON	Tool allowance	26.55
STREET COP TRAINING LLC	Training	225.00
STRIGLOS COMPANIES, INC.	Adobe software and licensing	11,967.00
SUE CHESTEK	Election Judge services	400.00
SUE PILON	Election Judge services	400.00
SUMMIT DATA PROTECTION LLC	Disaster Recovery/Remote Back up	4,100.00
SUMMIT STRATEGIES	Economic Development consulting	5,000.00
SUNSHINE CLEANERS	Uniform cleaning services	265.65
SWIRE COCA-COLA USA	Beverage supplies for restaurant	301.93
TAYLOR MADE GOLF COMPANY	Merchandise	2,704.42
TELOS ONLINE INC	Back up link	75.00
TEMPLE DISPLAY LTD	Holiday lights	1,516.12
THUNDER VALLEY PTA	Teacher Appreciation Sponsorship	700.00
TIER ONE NETWORKING LLC	Computer equipment	22,574.98
TIMBERLAN INC	Network Support/Server relocation	30,416.66
TRANSWEST TRUCK	Air leaks	2,647.83
TRAVISMATHEW LLC	Merchandise	567.38
TYLER TECHNOLOGIES	Project Management work	3,932.50
UMB BANK, NA	Custodian & Admin fee	487.50
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Embroidery	81.00
UNITED POWER	Median Lights	7,331.37
UNIVERSITY AUTO PARTS INC	Maintenance supplies	416.77
US FOODS INC	Restaurant supplies	7,369.71
USGA CLUB MEMBERSHIP	Membership dues	150.00
UTILITY NOTIFICATION CENTER OF COLORADO	Utility locates	382.20
VAN DIEST SUPPLY COMPANY	Park improvement supplies	6,455.72
VERIZON WIRELESS	Town Departments	2,700.68
VIA MOBILITY SERVICES	Transportation	5,520.00
VICTORIA MARTINEZ	Refund for tree purchase	80.00
WASTE CONNECTIONS OF COLO INC	Town trash collection	67,732.13
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing	494.00
WELD COUNTY INFORMATION TECHNOLOGY	Computer software	135.62
WELD COUNTY TREASURER	FURA - TIF Revenue Sharing 2021	705.11

Town of Frederick - List of Bills
April 1, 2022 - April 28, 2022

WORKWELL OCCUPATIONAL MEDICINE LLC
WYNDHAM HILL METRO DIST NO.3

Employee drug screening/Physicals
FURA - TIF Revenue Sharing 2021

595.00
5,115.66

Town of Frederick - List of Bills
April 29, 2022 - May 26, 2022

24/7 NETWORKS INC	Cellular Gateway and Enterprise License	1,738.55
4 RIVERS EQUIPMENT LLC	Equipment maintenance	933.91
AAA PEST PROS LLC	Pest control	270.00
ACE HARDWARE OF FIRESTONE	Supplies	1,056.81
ACUSHNET COMPANY	Merchandise	664.22
ADAM MARCOVICH	Dirt hauls	1,200.00
ADAMSON POLICE PRODUCTS	Police uniforms	5,232.53
AGFINITY	Fuel	17,339.71
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	422.73
ASPHALT SPECIALTIES CO INC	Colo. Blvd Mill & Overlay/Pavement Maint.	426,583.44
AWARD ALLIANCE LLC	Plaque for trustee	127.00
BAKER BUILDERS LLC	Building Permit refund	4,756.31
BCCONSULTING INC	Miners Day Burro Race timing deposit	300.00
BELLA ROSA GOLF COURSE	Gift items for Trustee O'Neal	127.97
BERMUDA SANDS APPAREL LLC	Merchandise	343.85
BETTER BUSINESS CLEANING	Monthly cleaning services	5,045.00
BIRDIEBALL	Golf supplies	5,544.98
BK TIRE, INC.	Tire replacement	985.98
BLACK HILLS ENERGY	Gas utility	4,142.80
BLUE VALLEY HEATING AND COOLING	AC and installation	3,850.00
BUFFALO BRAND SEED LLC	Golf course & park supplies	16,404.00
BUTCHER AND THE BLONDE LLC	Community Tour & Talk catering	1,800.00
CALLAWAY GOLF	Merchandise	20.83
CARD AND FORM SOLUTIONS INC	Supplies	223.39
CARD SERVICES	Travel, training & supplies	37,890.64
CASELLE, INC.	Contract Support & Maintenance	2,142.00
CENTRAL WELD COUNTY WATER DIST	Windy Gap Storage/Water purchased	723,904.46
CINTAS CORPORATION	PW uniforms and mat service	900.23
COALRIDGE ANIMAL HOSPITAL	K9 boarding services	51.00
COLORADO BARRICADE CO	Signs	1,376.01
COLORADO COOLERS	Frederick in Flight beer cooler	1,578.80
COLORADO EARTHWORKS LLC	Hydrant Meter Deposit refund	2,200.00
COLORADO WATER WELL	Irrigation repairs - Centennial	460.00
COMCAST CABLE	Cable and internet service	1,219.82
COMCAST PHONE	PRI services/Internet service	2,610.67
COMMUNITY PET HOSPITAL PC	K-9 vaccination	34.85
COMPLETE CONSTRUCTION CORPORATION	Concrete sidewalk pour	2,200.00
COUNSELING SERVICES OF LONGMONT INC	Alcohol and Drug evaluations	250.00
DANA KEPNER CO	Water meter supplies	880.30
DBC IRRIGATION SUPPLY	Irrigation supplies	725.80
DISCOUNT PLUMBING SERVICES INC	Crist Park restroom repairs	1,245.87
DISSCO	Street repairs - cold patch	1,674.40
DNI HEATING AC REFRIGERATION	Building maintenance - Admin Services	5,117.21
EASY PICKER GOLF PRODUCTS INC	Golf course supplies & equipment	666.79
ELDORADO ARTESIAN SPRINGS INC	Water delivery service	197.08
ELEMENT WATER CONSULTING INC	Water Engineering Services	16,113.50
ELEVATED CLOUD SERVICES LLC	Endpoint security/Subscriptions	1,524.50
ELITE HAIL SYSTEMS	2021 Ford F150 repairs	4,793.23
ENTERPRISE FM TRUST	Vehicle lease program	42,997.72
EON OFFICE	Supplies	185.78
FACTORY MOTOR PARTS CO	Vehicle parts	973.98
FAIRFIELD AND WOODS PC	Legal services	12,874.00
FASTENAL COMPANY	Supplies	150.17
FP MAILING SOLUTIONS	Qrtly payment for meter rental	135.00
FRANKLIN DANIEL AGUIRRE-VILLAR	Court Fine refund	120.00
FREDERICK HIGH SCHOOL BOOSTER CLUB	Donation	2,000.00
FREEDOM MAILING SERVICES LLC	Utility billing printing/postage	2,828.31

Town of Frederick - List of Bills
April 29, 2022 - May 26, 2022

FRONT RANGE INFLATABLES	Inflatables for Frederick in Flight	1,180.00
FRONT RANGE LANDFILL	Landfill voucher program	32,390.34
FUTURELINK INC	Speaker system installation	1,165.50
GARRETSONS SPORTS CENTER	Police name tags	120.00
GENERAL AIR	Shop supplies	19.56
GEORGIA BOYS SMOKEHOUSE	Community Tour & Talk catering	1,770.00
GLENN BARRY	Right of Way permit refund	315.00
GOLF & SPORT SOLUTIONS LLC	Sand delivery	705.43
GREEN MOUNTAIN PROMOTIONS	Name plates/swag	4,366.99
GUARDIAN ROOFING LLC	Roof repairs	10,925.00
HAMILTON LINEN	Linen service for restaurant	590.41
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	1,110.30
HIGHER GROUND CONSULTING INC	Coaching and workshops	6,602.50
HIRSCHFELD BACKHOE & PIPELINE, INC.	Irrigation realignment - Colorado & Tipple	34,966.00
HOME DEPOT CREDIT SERVICES	Supplies and tools	2,919.81
HYDROLOGIK LLC	Verizon Cellular Airtime	27.00
I LOVE U GUYS FOUNDATION	Summer Briefings School Safety Symposium	1,050.00
INDUSTRIAL CLEANING LTD	Pressure washer replacement	9,201.89
INNOVATE! INC	GIS support	3,124.06
INTERSTATE FORD	Repair parts	44.72
JASON HOLLAND	Court Fine overpayment refund	30.00
JJ KELLER & ASSOCIATES INC	Annual DOT form	186.98
JOHN C CAVIN	Special shape balloon deposit	500.00
JOHN OBER	Reimbursement tools and CDL physical	332.72
JOSEPH SRHOLEZ	Chainsaw carvings for CML basket	250.00
KENZ & LESLIE DISTRIBUTING CO	Vehicle supplies	687.95
KIM STRONG	Reimbursement for supplies	77.11
KP & ASSOCIATES	Retail consulting services	4,800.00
KRISTIN NORDECK BROWN PC	Prosecution services	1,965.00
L.L. JOHNSON DISTRIBUTING COMPANY	Park equipment	85,923.90
LELAND GORDON	Reimbursement for restaurant supplies	80.45
LONGMONT HUMANE SOCIETY	Animal impound fees	1,052.25
LORENTE GOLF	Merchandise	363.93
LORI HILL	Dessert treats	87.70
LUMIN8 TRANSPORTATION TECHNOLOGIES LLC	Maintenance fee/Trouble call	608.30
MAC EQUIPMENT INC	Equipment	189.99
MARONEY CONSULTING SERVICES LLC	Responsible alcohol beverage training	450.00
MARSH LAW PC	Legal services	3,935.00
MARSHALL INFORMATION SERVICE LLC	Developer services	750.00
MASEK GOLF CAR COMPANY	Cushman hauler	5,500.00
MASTER LOCKSMITH & SAFE SERVICE	Keys	150.00
MCCORD DESIGN CO LLC	Tee post signs	1,656.99
MIKE MAROONE FORD LONGMONT	Truck repairs	7,926.74
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	110.00
MITEL	Phone service for Town buildings	3,269.05
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	31,643.10
MOUNTAIN SALES & SERVICE	Ice machine lease	400.00
NATIONAL ASSOCIATION OF SCHOOL	Training	1,500.00
NATIONAL BUSINESS FURNITURE LLC	Office furniture	6,661.79
NATIONAL LEAGUE OF CITIES	Membership dues	1,202.00
NORMA VERONICA PELAYES	Interpreting services	75.00
NORTHERN CO. WATER CONSERVANCY DISTRICT	Transfer of 60 AFU of CBT	2,946.00
NORTHERN ENGINEERING SERVICES	Shrek Subdivision Property Descriptions	1,063.80
O.J. WATSON COMPANY INC	2006 truck refurbishment	189,015.00
OCCUPATIONAL HEALTH CENTERS	Pre-employment Drug Screening	307.50
O'KEEFE PUBLISHING INC	Advertising & promotion in Divot magazine	300.40
O'REILLY AUTOMOTIVE INC	Equipment parts	293.95

Town of Frederick - List of Bills
April 29, 2022 - May 26, 2022

PEAK MEDIA INC	Media Hosting and Streaming video	2,878.68
PEEL LLC	Community Tour & Talk ice cream	434.00
POLICE AND SHERIFFS PRESS INC	Photo IDs	510.58
POTESTIO BROTHERS EQUIPMENT INC	Equipment supplies	133.09
PRAIRIE MOUNTAIN MEDIA	Publication costs	46.40
PRINT EXPERTS	FRED flower posters	123.82
PRO GOLF REPAIR LLC	Pro Golf services	4,015.00
PROFESSIONAL AUTOMOTIVE EQUIPMENT	Annual software subscriptions	2,540.00
R & R PRODUCTS	Safety supplies	1,297.05
RAMEY ENVIRONMENTAL COMPLIANCE	Services Distribution & Collection Systems	100.00
REDI SERVICES LLC	Porta john services	601.00
REIF & HUNSAKER PC	Legal services	357.50
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Restaurant supplies	1,205.06
ROCKY MOUNTAIN BOTTLED WATER LLC	Water delivery service	38.00
ROCKY MOUNTAIN INTEGRATORS INC	Security door system install	7,105.00
SAFEBUILT COLORADO LLC	Inspection services	3,100.00
SAFEWAY	Supplies	49.95
SAM'S CLUB / GEGRB	Supplies	384.07
SARAH WATSON	Tuition reimbursement	2,134.72
SHORT ELLIOTT HENDRICKSON INC	Frederick URA work	5,477.00
SIGNARAMA	Pavement work signs - Colo. & Tipple Pkwy	2,150.00
SINGH HARKARNVEER	Court fine overpayment refund	20.00
SRIXON CLEVELAND GOLF XXIO	Merchandise	119.50
ST VRAIN EROSION CONTROL	Water line repairs/Conduit install	6,400.00
STAPLES ADVANTAGE	Office supplies	883.64
STERICYCLE INC	Document shredding	115.98
STEVE L SMITH	CDL physical reimbursement	75.00
STRIGLOS COMPANIES, INC.	Adobe License	550.00
SUMMIT DATA PROTECTION LLC	Disaster recovery & remote back up	4,100.00
SUMMIT STRATEGIES	Economic Development consulting	10,000.00
SUNSHINE CLEANERS	Uniform cleaning services	296.70
SWIRE COCA-COLA USA	Beverage supplies for restaurant	669.56
SYMBOLARTS LLC	Mayor coin	1,352.00
TAYLOR MADE GOLF COMPANY	Merchandise	265.47
TECHNOGIC SOLUTIONS	Corporate infographic tree	350.00
TELOS ONLINE INC	Back up link	75.00
TERRACON CONSULTANTS INC	Raspberry Hill pavement subgrade	1,100.00
THE SHERWIN-WILLIAMS CO	Paint for the Gym	103.82
THE TRANSLATION & INTERPRETING CENTER	Interpreting services	245.00
THINK TANK STUDIO	Programming	7,935.00
TIMBERLAN INC	Network Support	14,609.16
TLO LLC	Investigation fees	220.00
TRACTOR SUPPLY CREDIT PLAN	Stall mats	199.96
TRANSWEST TRUCK	Maintenance parts an supplies	2,714.89
TRUEPOINT SOLUTIONS LLC	Software services	1,565.02
TWIN PEAKS GARAGE DOORS LLC	Garage door repair	4,901.00
TYLER FARSON	Police Equipment Loan Program	1,500.00
TYLER TECHNOLOGIES	Accounts Receivable implementation	648.00
U.S. POSTAL SERVICE (CMRS-FP)	Postage for meter machine	500.00
UMB BANK, NA	Frederick Sales & Use Tax 2015B	40,900.00
UNDERWATER RECOVERY SPECIALIST INC	Fountain installation	523.00
UNITED POWER	Electric utility	7,394.16
UNITED PROPERTIES	7 Eleven Glacier West Bus Park	2,482.75
UNIVERSITY AUTO PARTS INC	Supplies	711.88
UPPER CASE PRINTING, INK.	Monthly newsletter printing	2,352.90
US FOODS INC	Restaurant supplies	12,448.05
UTILITY NOTIFICATION CENTER OF COLORADO	Utility locate transmissions	413.40

Town of Frederick - List of Bills
April 29, 2022 - May 26, 2022

VECTOR DISEASE CONTROL INTERNATIONAL LLC	Mosquito Control	8,700.00
VERIZON WIRELESS	PD MDTs and cell phones	2,693.52
VIA MOBILITY SERVICES	Transportation	5,040.00
VICE SPORTING GOODS INC	Merchandise	1,462.20
WARD ELECTRIC COMPANY INC	Electrical services	1,127.38
WASTE CONNECTIONS OF COLO INC	Town trash collection	67,732.13
WELD COUNTY	Radio programming	96.00
WELD COUNTY COURT	Bond transfer	225.00
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing	2,025.00
WEX BANK	Fuel - Police	440.14
WORKWELL OCCUPATIONAL MEDICINE LLC	Employee physicals	187.50
WTC-WICKHAM TRACTOR CO	Maintenance parts	78.76
YAMAHA MOTOR FINANCE CORP USA	Golf cart fleet lease	3,307.75



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Windi Padia, Trustee
Kevin Brown, Trustee
Chad teVelde, Trustee

Resolution Canceling Board Meetings for 2022

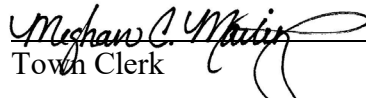
Agenda Date: Town Board Meeting – June 14, 2022

Attachments: a. Resolution

Finance Review:

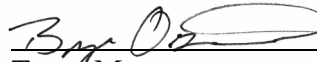
Finance Director

Submitted by:



Town Clerk

Approved for Presentation:



Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The attached resolution would cancel various Board meetings during the 2022 calendar.

Detail of Issue/Request:

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

- June 21, 2022 – Many Elected Officials and Staff will be attending the Annual Colorado Municipal League Conference.
- July 5, 2022 – This work session is the day after the 4th of July Holiday.
- August 23, 2022 – Regular Meeting immediately following Annual Board Retreat.
- November 22, 2022 – Regular Meeting the week of Thanksgiving
- December 20, 2022 – Work Session the week of Christmas
- December 27, 2022 – Regular Meeting the week following the Christmas Holiday.

Currently, there are no topics scheduled for these meetings.

Built on What Matters.

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-36**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
CANCELING THE REGULAR TOWN BOARD MEETINGS ON
TUESDAY, MAY 10, 2022**

WHEREAS, the Board of Trustees of the Town of Frederick wishes to cancel the June 21, 2022 Work Session, July 5, 2022 Work Session, August 23, 2022 Regular meeting, November 22, 2022 Regular Meeting, December 20, 2022 Work Session and December 27, 2022 Regular Meeting.

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

Section 1. The regularly scheduled Town Board meetings on June 21, July 5, August 23, November 22, December 20, and December 27, 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 14th DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Windi Padia, Trustee
Kevin Brown, Trustee
Chad teVelde, Trustee

1 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. Resolution 22-R-48
- b. Purchase and Sale Agreement

Finance Review: _____
Administrative Services

Submitted by: _____
Sarah Watson
Civil Engineer 1

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 1 units of C-BT water.

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with a water owner, Michael Bowen, about the purchase of 1 units of Colorado-Big Thompson water. The Plan recommends purchasing C-BT water when it is available to the Town as the cost of C-BT units are projected to continue to increase. The recently adopted 2022 Budget included funds for the purchase of at least 200 units of C-BT water. These 200 units are intended to be used for economic incentives which

Built on What Matters.

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

The units are being offered at \$62,500 per unit for a total of \$62,500.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The Town has budgeted funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 1 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution for the purchase of 1 unit of C-BT from Michael Ray Bowen and Stephanie D. Bowen.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-48**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 1 UNITS OF C-BT WATER FROM
MICHAEL BOWEN**

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 1 units of C-BT water; and

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

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

WHEREAS, the Board of Trustees authorizes the Town Manager 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. Michael Bowen.; 1 units of CBT water at \$62,500 per unit for a total of \$62,500.

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 14TH DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, CMC, Town Clerk

By _____
Tracie Crites, Mayor

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

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project ("Agreement") is made and entered into this _____ day of _____, 2022, by and between **Michael Ray Bowen & Stephanie D. Bowen** ("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 **1** 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 **\$ 62,500** per unit, for a total of **\$ 62,500** ("Purchase Price").
 - 1.1 The Parties agree that Stewart Title Company, 12110 N. Pecos St., Suite 150, Westminster, CO, 80234, will act as the escrow agent for this transaction ("Escrow Agent"), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 1.2 No earnest money is required for this transaction.
 - 1.3 If all pre-conditions to closing have been met, then on or before the Closing Date, as the term "Closing Date" is defined in paragraph 8 below, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.
 - 1.4 If all pre-conditions to closing have been met, then on or before the Closing Date, the Town also shall deposit with the Escrow Agent the estimated NCWCD Fee

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

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

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

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

Michael Ray Bowen & Stephanie D. Bowen
4400 Fernbrook Dr.
Loveland CO, 80538
E-mail: msbowen@frii.com

TO TOWN:

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

With copies by email only to the following:

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

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

TO ESCROW AGENT:

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

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

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

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

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

SELLER:

By: Michael Ray Bowen Stephanie D Bowen
Michael Ray Bowen Stephanie D. Bowen **Name**

STATE OF COLORADO)

COUNTY OF Larimer) SS.

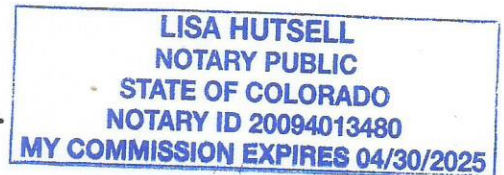
The foregoing instrument was acknowledged before me this 2 day of June, 2022, by Michael Ray Bowen + Stephanie D Bowen.

Witness my hand and official seal.

My commission expires 4/30/2025.

Lisa Hutsell
Notary Public

Signatures continue on next page.



PURCHASER: Town of Frederick, a Colorado municipal corporation

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Meghan C. Martinez, Town Clerk

STATE OF COLORADO)

ss.

COUNTY OF WELD)

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

Witness my hand and official seal.

My commission expires _____.

Notary Public



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Chad teVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

4 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. Resolution 22-R-49
- b. Purchase and Sale Agreement

Finance Review:

Administrative Services

Submitted by:

Sarah Watson

Civil Engineer 1

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 4 units of C-BT water.

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with a water owner, Mark Gordon Sugarman and Noriko Kai, about the purchase of 4 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

Built on What Matters.

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 \$260,000.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The Town has budgeted funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 4 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of the resolution for the purchase of 4 unit of C-BT from Mark Gordon Sugarman and Noriko Kai.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-49**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 4 UNITS OF C-BT WATER FROM
MARK GORDON SUGARMAN AND NORIKO KAI**

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 4 units of C-BT water; and

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

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

WHEREAS, the Board of Trustees authorizes the Town Manager 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. Mark Gordon Sugarman and Noriko Kai.; 4 units of CBT water at \$65,000 per unit for a total of \$260,000.

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 14TH DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, CMC, Town Clerk

By _____
Tracie Crites, Mayor

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

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project (“Agreement”) is made and entered into this 18 day of May, 2022, by and between Mark Gordon Sugarman and Noriko Kai (“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 4 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 \$65,000.00 per unit, for a total of \$ 260,000.00 (“Purchase Price”).
 - 1. The Parties agree that Stewart Title Company, 12110 N. Pecos St., Suite 150, Westminster, CO, 80234, will act as the escrow agent for this transaction (“Escrow Agent”), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 2. No earnest money is required for this transaction.
 - 3. If all pre-conditions to closing have been met, then on or before the Closing Date, as the term “Closing Date” is defined in paragraph 8 below, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.

4. If all pre-conditions to closing have been met, then on or before the Closing Date, the Town also shall deposit with the Escrow Agent the estimated NCWCD Fee and Assessment Credit, as that term is defined in paragraph 4 below, in certified Funds or cash.
 5. The Purchase Price, estimated NCWCD Fee and Assessment Credit, and estimated Town's Broker's Fee deposited with the Escrow Agent are the "Escrowed Funds."
 6. Seller shall pay all escrow and closing fees invoiced by the Escrow Agent, with such fees to be debited to Seller in the closing statement and paid to the Escrow Agent out of the Escrowed Funds.
 7. 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.
 8. The Town Broker's Fee, if any, will be debited to Town in the closing statement and paid out of the Escrowed Funds.
2. Pre-conditions to closing. The Town's obligation to pay the Purchase Price and close on the transaction is expressly conditioned on each of the following:
- 2.1 Seller must have delivered to Town, at Seller's sole expense and within seven days of the date of this Agreement, copies of all documents in Seller's possession pertaining to Seller's unencumbered title to and right to transfer to the Town Seller's C-BT Units, including without limitation any property records documenting the separation of Seller's C-BT Units from specified real property and any records documenting the termination or release of any liens or encumbrances on or security interests in Seller's C-BT Units.
 - 2.2 If Seller's C-BT Units are used for irrigation of land or are tied to designated land in the records of NCWCD, Seller must have delivered to the Town, no earlier than 21 days and no later than 7 days before the Closing Date, a satisfactory ownership and encumbrance report for all such land ("O&E Report").
 - 2.3 As documented by the O&E Report, the records of NCWCD, and other records pertaining to ownership of Seller's C-BT Units, title to Seller's C-BT Units must be good and merchantable in Seller as of the Closing Date, with such title free and clear of all liens, encumbrances, assessments, and security interests. The Town shall decide, in the reasonable exercise of its sole discretion, whether and when Seller has documented good and merchantable title to Seller's C-BT Units.

- 2.4 Seller must have completed all requirements of NCWCD for transfer of Seller's C-BT Units to the Town, and the NCWCD Board must have formally approved the transfer in writing.
 - 2.5 Seller must have paid, directly to NCWCD, the transfer fee imposed by NCWCD for transfer of Seller's C-BT Units to the Town.
 - 2.6 The Town's Board of Trustees must have approved the Town's acquisition of Seller's C-BT Units, including by virtue of directing the Mayor or Town administrators or staff to complete the acquisition.
3. Seller's warranties.
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.
 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. 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.
 4. Seller warrants that no other person or entity holds preemptive rights to purchase or lease Seller's C-BT Units.
 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.
 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.
 7. Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any existing violation of any federal, state, or local law, code, ordinance, rule, regulation, or requirement pertaining to Seller's C-BT Units.
4. NCWCD assessments. On the Closing Date, the NCWCD fees and assessments documented to have been paid on Seller's C-BT Units for the then-current water year will

be pro-rated between the portion of the water year ending on the Closing Date and the portion of the water year remaining as of that date. The NCWCD fees and assessments for the portion of the water year remaining on the Closing Date ("NCWCD Fee and Assessment Credit") will be credited to Seller in the closing statement and paid to Seller out of the Escrowed Funds.

5. Use of water allocated to Seller's C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller's C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town's temporary use of the water allocated to Seller's C-BT Units.
6. NCWCD requirements.
 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.
 2. Seller shall pay, directly to NCWCD, the transfer fee of \$500 imposed by NCWCD for transfer of Seller's C-BT Units to the Town.
7. Section 1031 exchange. Seller may elect to structure this transaction as an exchange under Section 1031 of the Internal Revenue Code ("1031 Exchange"). In such event, Seller shall give written notice to the Town as provided in paragraph 9 below. The Parties shall confer to determine if a reasonable extension of the Closing Date is necessary for Seller to complete the 1031 Exchange. Any expenses related to a 1031 Exchange will be Seller's sole responsibility, but the Town will cooperate with the Seller in implementing the 1031 Exchange.
8. Closing. The Parties will consummate the transaction at a closing to take place electronically within 5 business days of the date on which all pre-conditions to closing, as described in paragraph 2 above, have been successfully completed.
 1. Closing Date. The actual date of the closing, which must take place on or before , is the "Closing Date."

2. Performance of closing. On the Closing Date, the Escrow Agent shall perform as described in the Escrow Agreement and Instructions attached as **Exhibit A**, including without limitation by distributing the total amount due to seller (Purchase Price + final NCWCD Fee and Assessment Credit – escrow and closing fees – any Seller Broker’s Fee) by wire transfer or in other immediately available funds; by distributing payment of the broker commission described in paragraph 1.5 above directly 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.
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.
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:

TO TOWN:

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

With copies by email only to the following:

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

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

TO ESCROW AGENT:

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

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

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

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

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

SELLERS:

By: Mark Gordon S Noviko Kai
Name

STATE OF COLORADO)

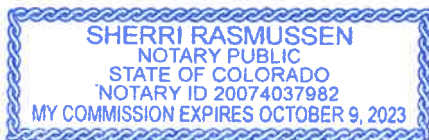
ss.

COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 18th day of May, 2022, by Mark Gordon Sugarman + Noviko Kai.

Witness my hand and official seal.

My commission expires 10/09/2023.



Sherri Rasmussen
Notary Public

Signatures continue on next page.

By: _____
Tracie Crites, Mayor

By: Meghan C. Martinez, Town Clerk

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

My commission expires _____.

10



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Chad teVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

4 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. Resolution 22-R-49
- b. Purchase and Sale Agreement

Finance Review: _____
Administrative Services

Submitted by: _____
Sarah Watson
Civil Engineer 1

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 4 units of C-BT water.

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with a water owner, Julie Swanda, about the purchase of 4 units of Colorado-Big Thompson water. The Plan recommends purchasing C-BT water when it is available to the Town as the cost of C-BT units are projected to continue to increase. The recently adopted 2022 Budget included funds for the purchase of at least 200 units of C-BT water. These 200 units are intended to be used for economic incentives which

Built on What Matters.

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

The units are being offered at \$65,000 per unit for a total of \$260,000.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The Town has budgeted funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 4 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of the resolution for the purchase of 4 unit of C-BT from Julie Swanda.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-50**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 4 UNITS OF C-BT WATER FROM
ANTONE M. SWANDA LIVING TRUST**

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

WHEREAS, the Board of Trustees of the Town of Frederick has received one offer for the sale of 4 units of C-BT water; and

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

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

WHEREAS, the Board of Trustees authorizes the Town Manager 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. Antone M. Swanda Living Trust.; 4 units of CBT water at \$65,000 per unit for a total of \$260,000.

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 14TH DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

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

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between Antone M. Swanda Living Trust (“Seller”), and the Town of Frederick, a Colorado municipal corporation (“Town”) (each a “Party” and together the “Parties”).

Recitals

- A. The Colorado-Big Thompson Project (“C-BT”) is administered by the Northern Colorado Water Conservancy District (“NCWCD”).
- B. Seller is the record owner of 4 C-BT units, with such ownership shown on the books of NCWCD (“Seller’s C-BT Units”) inactive account.
- 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 **\$ 65,000** per unit, for a total of **\$260,000** (“Purchase Price”).
 - 1.1 The Parties agree that 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 No earnest money is required for this transaction.
 - 1.3 If all pre-conditions to closing have been met, then on or before the Closing Date, as the term “Closing Date” is defined in paragraph 8 below, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.
 - 1.4 If all pre-conditions to closing have been met, then on or before the Closing Date, the Town also shall deposit with the Escrow Agent the estimated NCWCD Fee and Assessment Credit, as that term is defined in paragraph 4 below, in certified Funds or cash.

- 1.5 The Purchase Price, estimated NCWCD Fee and Assessment Credit, and estimated Town's Broker's Fee deposited with the Escrow Agent are the "Escrowed Funds."
 - 1.6 Seller and Town shall each pay 50% of the escrow and closing fees invoiced by the Escrow Agent, with such fees to be debited to Seller in the closing statement and paid to the Escrow Agent out of the Escrowed Funds.
 - 1.7 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.
 - 1.8 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 Town must have paid, directly to NCWCD, the transfer fee imposed by NCWCD for transfer of Seller's C-BT Units to the Town.

- 2.6 The Town's Board of Trustees must have approved the Town's acquisition of Seller's C-BT Units, including by virtue of directing the Mayor or Town administrators or staff to complete the acquisition.
 - 2.7 In the event the NCWCD and Town of Frederick have not approved the transfer and purchase of the C-BT units by August 11, 2022 this contract shall be null and void.
3. Seller's warranties.
- 3.1 Seller warrants that it has, or that by the Closing Date it will have, good and marketable title to Seller's C-BT Units, along with the right and privilege to sell the same.
 - 3.2 Seller warrants that there are, or that by the Closing Date there will be, no outstanding liens, mortgages, or other encumbrances on title to Seller's C-BT Units.
 - 3.3 Seller warrants that no NCWCD fees or assessments are, or that by the Closing Date no NCWCD fees or assessments will be, outstanding or due and owing on Seller's C-BT Units.
 - 3.4 Seller warrants that no other person or entity holds preemptive rights to purchase or lease Seller's C-BT Units.
 - 3.5 Seller warrants that it has not entered into any agreement with a third party with respect to Seller's C-BT Units that may result in liability or expense to the Town based on the Town's acquisition of all or any portion of Seller's C-BT Units.
 - 3.6 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any litigation, claim, or proceeding of any type, pending or threatened, that in any matter affects or pertains to Seller's C-BT Units.
 - 3.7 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any existing violation of any federal, state, or local law, code, ordinance, rule, regulation, or requirement pertaining to Seller's C-BT Units.
4. NCWCD assessments. On the Closing Date, the NCWCD fees and assessments documented to have been paid on Seller's C-BT Units for the then-current water year will be pro-rated between the portion of the water year ending on the Closing Date and the portion of the water year remaining as of that date. The NCWCD fees and assessments for the portion of the water year remaining on the Closing Date ("NCWCD Fee and

Assessment Credit”) will be credited to Seller in the closing statement and paid to Seller out of the Escrowed Funds.

5. Use of water allocated to Seller’s C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller’s C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town’s temporary use of the water allocated to Seller’s C-BT Units.
6. NCWCD requirements.
 - 6.1 The Parties shall promptly execute and deliver to NCWCD all required applications and other documentation required by NCWCD for transfer of Seller’s C-BT Units to the Town, including without limitation an Application for a Temporary Use Permit, an Affidavit Regarding Base Water Supply, a completed Application for Change of Class D Allotment Contract, and any other documents required by NCWCD. The Parties shall work cooperatively to meet all deadlines for submittal of such materials for the NCWCD Board’s consideration and approval at its next regular meeting.
 - 6.2 Town shall pay, directly to NCWCD, the transfer fee of \$500 imposed by NCWCD for transfer of Seller’s C-BT Units to the Town.
7. Section 1031 exchange. Seller may elect to structure this transaction as an exchange under Section 1031 of the Internal Revenue Code (“1031 Exchange”). In such event, Seller shall give written notice to the Town as provided in paragraph 9 below. The Parties shall confer to determine if a reasonable extension of the Closing Date is necessary for Seller to complete the 1031 Exchange. Any expenses related to a 1031 Exchange will be Seller’s sole responsibility, but the Town will cooperate with the Seller in implementing the 1031 Exchange.
8. Closing. The Parties will consummate the transaction at a closing to take place electronically within 5 business days of the date on which all pre-conditions to closing, as described in paragraph 2 above, have been successfully completed.
 - 8.1 Closing Date. The actual date of the closing, which must take place on or before - August 24, 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 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:

Julie and Antone Swanda
7380 FM 2393
Wichita Falls, TX 76305

TO TOWN:

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

With copies by email only to the following:
Sarah Watson, Civil Engineer, Town of Frederick
swatson@frederickco.gov

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

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

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

10. Default and remedies. In the event of default, the non-defaulting Party shall notify the defaulting Party in writing of such default, documenting the nature thereof. If such default is not cured within fourteen days, the non-defaulting Party will be entitled to all remedies available at law and in equity, including without limitation the remedy of specific performance and the remedy of damages.
11. Successors and assigns. This Agreement benefits and burdens the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder except with the prior written consent of the other Party.
12. Amendment or modification. This Agreement may be modified only by a signed writing executed by the Parties with the same formality as was this Agreement.
13. Time of the essence. Time is of the essence under this Agreement.
14. Attorney fees and other litigation costs. If either party initiates a court proceeding to enforce any provision of this Agreement, including without limitation an action for specific performance or for damages, the non-prevailing Party shall pay the prevailing Party's costs and fees for the proceeding, including reasonable attorney fees and reasonable expert witness fees.

15. Venue. The sole venue for any action to enforce this Agreement will be the District Court for Weld County, Colorado.
16. No continuing waiver of default. A party's waiver of any instance of default under this Agreement will not constitute a continuing waiver of any subsequent default concerning either the same or any other provision hereof.
17. No waiver of governmental immunity. Nothing in this Agreement constitutes or is to be deemed or construed as constituting a waiver of any privilege or immunity available to the Town under the statutes and constitution of the State of Colorado, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -119, as it may be amended.
18. Headings for convenience only. Paragraph headings and titles in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any term of this Agreement.
19. Non-severability. Each paragraph and sub-paragraph of this Agreement is intertwined with the others and is not severable unless by mutual written consent of the Parties.
20. Entire agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior oral or written agreements pertaining to that subject matter have been merged or integrated into this Agreement.
21. Authority to execute Agreement. Each Party represents and warrants that the individual(s) executing this Agreement on that Party's behalf is authorized to do so and to bind such Party to the Agreement's terms. Each Party further represents and warrants that it is legally entitled to enter into this Agreement and to consummate the transaction described herein.
22. Execution in counterparts and electronic scans. This Agreement may be executed in counterparts, and all such executed counterparts together will constitute the Agreement. A legible electronic scan of the original Agreement and signatures in PDF format will be deemed an original, and such electronic scans will be binding for all purposes.

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

SELLER:

By: _____

Name: Antone Swanda

Title: Trustee, Antone M. Swanda Living Trust

STATE OF COLORADO)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Signatures continue on next page.

By: _____
Tracie Crites, Mayor

By: _____
Meghan C. Martinez, Town Clerk

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

My commission expires _____.

9



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Rusty ONeal, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

7 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. Resolution 22-R-51
- b. Purchase and Sale Agreement

Finance Review:

Administrative Services

Submitted by:

Sarah Watson
Civil Engineer 1

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 7 units of C-BT water.

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with a water owner, Della Leah Hibler-Powers and Ronald D. Powers, about the purchase of 7 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

Built on What Matters.

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 \$490,000.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The Town has budgeted funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 7 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution for the purchase of 7 unit of C-BT from Della Leah Hibler-Powers and Ronald D. Powers.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-51**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 7 UNITS OF C-BT WATER FROM
DELLA LEAH HIBLER-POWERS AND RONALD D. POWERS**

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 7 units of C-BT water; and

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

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

WHEREAS, the Board of Trustees authorizes the Town Manager 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. Della Leah Hibler-Powers and Ronald D. Powers.; 7 units of CBT water at \$70,000 per unit for a total of \$490,000.

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 14TH DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Rusty ONeal, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

10 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. Resolution 22-R-52
- b. Purchase and Sale Agreement

Finance Review:

Administrative Services

Submitted by:

Sarah Watson
Civil Engineer 1

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 10 units of C-BT water.

Detail of Issue/Request:

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

Built on What Matters.

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

The units are being offered at \$70,000 per unit for a total of \$700,000.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The Town has budgeted funds for the purchase of 200 C-BT unit and has adequate funds to purchase the 10 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution for the purchase of 10 unit of C-BT from Whitham Farms, LLC.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-52**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 10 UNITS OF C-BT WATER
FROM WHITHAM FARMS, LLC**

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

WHEREAS, the Board of Trustees of the Town of Frederick has received one offer for the sale of 10 units of C-BT water; and

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

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

WHEREAS, the Board of Trustees authorizes the Town Manager 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. Whitham Farms, LLC.; 10 units of CBT water at \$70,000 per unit for a total of \$700,000.

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

Section 3. **Effective Date.** This resolution shall 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 14TH DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

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

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project (“Agreement”) is made and entered into this ____ day of May, 2022 by and between Whitham Farms, LLC, Stephen D. Whitham, Manager (“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 **10** C-BT units, with such ownership shown on the books of NCWCD (“Seller’s C-BT Units”). These units are assigned as follows:

NW1/4; EXC SE1/4SW1/4NW1/4; EXC SW1/4SE1/4NW1/4; EXC ALL EXIST R/W & EASE.
- C. NCWCD allocates water to Seller’s C-BT Units under a Class **D** Allotment Contract.
- D. Seller wishes to sell, convey, and assign to the Town, and the Town wishes to acquire, Seller’s C-BT Units on the terms and conditions given in this Agreement.

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

- 1. **Purchase Price.** The purchase price for Seller’s C-BT Units is **\$70,000** per unit, for a total of **\$700,000** (“Purchase Price”).
 - 1.1 The Parties agree that Stewart Title Company, 12110 N. Pecos St., Suite 150, Westminster, CO, 80234, will act as the escrow agent for this transaction (“Escrow Agent”), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 1.2 No earnest money is required for this transaction.
 - 1.3 If all pre-conditions to closing have been met, then on or before the Closing Date, as the term “Closing Date” is defined in paragraph 8 below, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.

- 1.4 If all pre-conditions to closing have been met, then on or before the Closing Date, the Town also shall deposit with the Escrow Agent the estimated NCWCD Fee and Assessment Credit, as that term is defined in paragraph 4 below, in certified Funds or cash.
- 1.5 Turner Realty will receive from the Seller a commission of 2% of the total Purchase Price, to be paid from proceeds at closing.
- 1.6 The Purchase Price, estimated NCWCD Fee and Assessment Credit, and estimated Town's Broker's Fee deposited with the Escrow Agent are the "Escrowed Funds."
- 1.7 Seller shall pay all escrow and closing fees invoiced by the Escrow Agent, with such fees to be debited to Seller in the closing statement and paid to the Escrow Agent out of the Escrowed Funds.
- 1.8 Any fee or commission due to a broker engaged by the Seller ("Seller Broker's Fee") will be debited to Seller in the closing statement and paid out of the Escrowed Funds.
- 1.9 The Town Broker's Fee, if any, will be debited to Town in the closing statement and paid out of the Escrowed Funds.
2. Pre-conditions to closing. The Town's obligation to pay the Purchase Price and close on the transaction is expressly conditioned on each of the following:
 - 2.1 Seller must have delivered to Town, at Seller's sole expense and within seven days of the date of this Agreement, copies of all documents in Seller's possession pertaining to Seller's unencumbered title to and right to transfer to the Town Seller's C-BT Units, including without limitation any property records documenting the separation of Seller's C-BT Units from specified real property and any records documenting the termination or release of any liens or encumbrances on or security interests in Seller's C-BT Units.
 - 2.2 If Seller's C-BT Units are used for irrigation of land or are tied to designated land in the records of NCWCD, Seller must have delivered to the Town, no earlier than 21 days and no later than 7 days before the Closing Date, a satisfactory ownership and encumbrance report for all such land ("O&E Report").
 - 2.3 As documented by the O&E Report, the records of NCWCD, and other records pertaining to ownership of Seller's C-BT Units, title to Seller's C-BT Units must be good and merchantable in Seller as of the Closing Date, with such title free and clear of all liens, encumbrances, assessments, and security interests. The Town

shall decide, in the reasonable exercise of its sole discretion, whether and when Seller has documented good and merchantable title to Seller's C-BT Units.

- 2.4 Seller must have completed all requirements of NCWCD for transfer of Seller's C-BT Units to the Town, and the NCWCD Board must have formally approved the transfer in writing.
- 2.5 Seller must have paid, directly to NCWCD, the transfer fee imposed by NCWCD for transfer of Seller's C-BT Units to the Town.
- 2.6 The Town's Board of Trustees must have approved the Town's acquisition of Seller's C-BT Units, including by virtue of directing the Mayor or Town administrators or staff to complete the acquisition.

3. Seller's warranties.

- 3.1 Seller warrants that it has, or that by the Closing Date it will have, good and marketable title to Seller's C-BT Units, along with the right and privilege to sell the same.
- 3.2 Seller warrants that there are, or that by the Closing Date there will be, no outstanding liens, mortgages, or other encumbrances on title to Seller's C-BT Units.
- 3.3 Seller warrants that no NCWCD fees or assessments are, or that by the Closing Date no NCWCD fees or assessments will be, outstanding or due and owing on Seller's C-BT Units.
- 3.4 Seller warrants that no other person or entity holds preemptive rights to purchase or lease Seller's C-BT Units.
- 3.5 Seller warrants that it has not entered into any agreement with a third party with respect to Seller's C-BT Units that may result in liability or expense to the Town based on the Town's acquisition of all or any portion of Seller's C-BT Units.
- 3.6 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any litigation, claim, or proceeding of any type, pending or threatened, that in any matter affects or pertains to Seller's C-BT Units.
- 3.7 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any existing violation of any federal, state, or local law, code, ordinance, rule, regulation, or requirement pertaining to Seller's C-BT Units.

4. NCWCD assessments. On the Closing Date, the NCWCD fees and assessments documented to have been paid on Seller's C-BT Units for the then-current water year will be pro-rated between the portion of the water year ending on the Closing Date and the portion of the water year remaining as of that date. The NCWCD fees and assessments for the portion of the water year remaining on the Closing Date ("NCWCD Fee and Assessment Credit") will be credited to Seller in the closing statement and paid to Seller out of the Escrowed Funds.
5. Use of water allocated to Seller's C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller's C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town's temporary use of the water allocated to Seller's C-BT Units.
6. NCWCD requirements.
 - 6.1 The Parties shall promptly execute and deliver to NCWCD all required applications and other documentation required by NCWCD for transfer of Seller's C-BT Units to the Town, including without limitation an Application for a Temporary Use Permit, an Affidavit Regarding Base Water Supply, a completed Application for Change of Class D Allotment Contract, and any other documents required by NCWCD. The Parties shall work cooperatively to meet all deadlines for submittal of such materials for the NCWCD Board's consideration and approval at its next regular meeting.
 - 6.2 Seller shall pay, directly to NCWCD, the transfer fee of \$500 imposed by NCWCD for transfer of Seller's C-BT Units to the Town.
7. Section 1031 exchange. Seller may elect to structure this transaction as an exchange under Section 1031 of the Internal Revenue Code ("1031 Exchange"). In such event, Seller shall give written notice to the Town as provided in paragraph 9 below. The Parties shall confer to determine if a reasonable extension of the Closing Date is necessary for Seller to complete the 1031 Exchange. Any expenses related to a 1031 Exchange will be Seller's sole responsibility, but the Town will cooperate with the Seller in implementing the 1031 Exchange.
8. Closing. The Parties will consummate the transaction at a closing to take place electronically within 5 business days of the date on which all pre-conditions to closing, as described in paragraph 2 above, have been successfully completed.
 - 8.1 Closing Date. The actual date of the closing, which is expected take place on or before August 31, 2022 but not earlier than August 1, is the "Closing Date." This

date coordinates with and accommodates a 1031 exchange, as per paragraph 7 above.

- 8.2 Performance of closing. On the Closing Date, the Escrow Agent shall perform as described in the Escrow Agreement and Instructions attached as **Exhibit A**, including without limitation by distributing the total amount due to seller (Purchase Price + final NCWCD Fee and Assessment Credit – escrow and closing fees – any Seller Broker’s Fee) by wire transfer or in other immediately available funds; by distributing payment of the broker commission described in paragraph 1.5 above directly to Turner Realty by check or wire transfer; and by delivering to the Parties, by FedEx, UPS, or other delivery service with tracking, any final instruments or other documents memorializing the transaction, including without limitation the Bill of Sale and Assignment described in paragraph 8.3 below and Seller’s Certification of Warranties described in paragraph 8.4 below.
- 8.3 Bill of Sale and Assignment. No later than seven days before the Closing Date, Seller shall deliver to the Escrow Agent a good and sufficient Bill of Sale and Assignment acceptable to the Town and substantially in the form of attached **Exhibit B**. Seller shall execute the Bill of Sale and Assignment, but leave it undated; the Escrow Agent shall handwrite in the date on the Closing Date.
- 8.4 Seller’s Certification of Warranties. No earlier than seven days and no later than one day before the Closing Date, Seller shall deliver to the Escrow Agent a written certification that Seller’s warranties given in paragraph 3 above remain true and correct as of the Closing Date. In the event that Seller is unable to certify that one or more of the warranties remains true and correct as of the Closing Date, the Town may, at its sole option, proceed to closing notwithstanding such defects or, upon written notice to Seller, declare this Agreement terminated. In the event of such termination, the Parties will have no further rights or obligations hereunder.
9. Notices. All notices or other documents required to be sent to either Party under this Agreement must be in writing. Such notices or documents will be deemed effective upon receipt following delivery by certified mail, return receipt requested; email; personal delivery; or delivery by FedEx, UPS, or another delivery service with tracking. Notices or documents must be addressed and delivered as follows:

TO SELLER:

Stephen D. Whitham, Manager
Whitham Farms, LLC
816 Ptarmigan Run
Loveland, CO 80538
Email: sdwhitham@msn.com

TO TOWN:

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

With copies by email only to the following:

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

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

TO ESCROW AGENT:

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

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

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

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

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

SELLER: WHITHAM FARMS, LLC

By: _____
Stephen D Whitham, Manager

[illegible]

The foregoing instrument was acknowledged before me this ____ day of May, 2022, by Stephen D Whitham as Manager of Whitham Farms LLC..

Witness my hand and official seal.

My commission expires _____.

Notary Public

Signatures continue on next page.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Paid Family Medical Leave Insurance (FAMLI) Program

Agenda Date: Town Board Meeting - June 14, 2022

Attachments: a. Resolution

Finance Review: _____
Administrative Services

Submitted by: Lauren Mueller
Human Resources Director

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Fiscally Responsible Governance – Opting out of the state-run FAMLI paid leave program allows the Town to save taxpayer dollars by not having to pay costly premiums to the state for a program its employees may never use.

Summary Statement:

As was presented to the Board of Trustees at the work session on May 3, 2022, Proposition 118 paved the way for the Paid Family Medical Leave Insurance (FAMLI) program. Although the program is not effective until January, 2023, the Town must decide by July, 2022 whether to participate in the state-run program.

Built on What Matters.

On May 16, 2022, an email was sent to all Town employees outlining the FAMLI program and its alternatives, and inviting anyone interested to attend the June 14 board meeting and to speak during the public comment section of the meeting as to their support or their opposition to participating in the FAMLI program.

Detail of Issue/Request:

The State of Colorado Paid Family Medical Leave Insurance (FAMLI) program provides employees up to 12 weeks of paid leave to take care of themselves or a family member during life events like injury, serious illness, or pregnancy. Participating employers and employees will both contribute to premiums for FAMLI. Employers are to start collecting and remitting premiums Jan. 1, 2023, and benefits will be available starting Jan. 1, 2024.

Premiums would begin at equal to .9% of each employee's regular weekly wage up to the wage limit set by the Social Security Administration's projected contribution and benefit base limit for 2023 (currently \$161,700) – which may change in subsequent years. This rate is set through 2025. Half of the .9% (or .45%) is to be paid by the employee, and the other half is to be paid by the employer. The Town is responsible for collecting employee premiums via payroll deduction, and for remitting all premiums to the State on a quarterly basis. Premiums are mandatory for all full-time, part-time, seasonal and temporary employees whether they ever utilize the benefit or not.

During their leave, employees will receive between roughly 37% and 90% of their wages. Because the benefit is capped at \$1,100 per week, higher wage earners will receive a lesser percentage benefit. For example, employees earning about \$1,500 per week would receive approximately 68% of their weekly wage, or \$1,018 per week while on leave, and will pay approximately \$6.75 per week in premiums. Whereas an employee earning \$3,000 per week would receive approximately 37% of their weekly wage since the benefit is capped at \$1,100 per week, and would pay \$13.50 in premiums per week.

All Colorado employers, including municipalities but excepting federal employers, are included in FAMLI by default, but a municipality may opt out and avoid the employer portion of premiums by a vote of a governing body. The municipality must give prior notice of the vote in the same manner it notices other public business, must provide special notice to employees, and must allow testimony from employees before voting. Declination takes effect after 180 days so employees can individually opt in to the FAMLI program at their own cost if they so desire. The State has not yet clarified if the benefits for employees that choose to individually opt-in will be reduced or remain as described above.

The statute does not require the Town to provide a substitute benefit if opting out, however, there are advantages to the Town doing so in regards to employee retention and attraction. Since a replacement plan is not mandated, the Town would be granted more autonomy and flexibility to create a similar benefit if so desired.

Legal Comments:

State law requires participation in FAMLI unless the municipality's governing body votes to opt out of the program. While the program will not begin to collect premiums until January 2023, notice of the decision to opt-out must be received in advance. Thus, the decision to opt out must be made by the Board by July, 2022. There are also various employee notification requirements that the Town must observe, depending on whether we opt in or opt out. This matter will then need to be readdressed at

least every eight years as the statute will obligate participation if a municipality does not renew its optout via a vote and notification to the State.

The Town Attorney is aware of these requirements, and will continue to advise Human Resources as to our ongoing requirements, depending on the Board's decision to opt in or opt out.

Alternatives/Options:

The Human Resources department, in partnership with the Benefits Advisory Committee, will present an alternative Paid Family Medical Leave (PFML) program for all full-time and part-time employees to the Town Manager for approval in 2022, to be effective on January 1, 2023. This substitute paid leave program would allow the Town to opt out of the state-run FAMILI program, and avoid having to pay costly premiums to the State, while still providing our employees with the protection of a paid leave program to care for themselves or a family member in the event of a serious illness or injury.

Financial Considerations:

The Town's financial burden in the first year of the FAMILI program will exceed \$35,000. Premium costs are based on the number of employees we have, as well as the amount of money each employee makes. As we continue to grow and add new positions and new staff members, our premium costs will continue to increase. This is not inclusive of the costs of the FAMILI program to employees which would mirror the obligation of the Town.

Additionally, the Town currently pays approximately \$6,000 per month (about \$72,000 per year) in short-term disability premiums to New York Life, our third-party disability provider.

Implementing the internal PFML program would provide 12 weeks of paid family and medical leave to all full-time and part-time employees, without the need to pay unnecessary premiums to the state or to a third-party disability provider.

There is little to no additional cost anticipated to the Town to implement the PFML program, as salaries and benefits paid to employees while they are utilizing the PFML benefit will have already been budgeted for the year. The only foreseeable additional cost may come in the unlikely event that a department head may deem it necessary to hire a temporary worker to fill in while an employee is out on leave. However, it is anticipated that the cost of hiring a temporary worker for a 12-week period of time is substantially less than the cost of the quarterly FAMILI premiums.

Staff Recommendation:

It is staff's recommendation that, on behalf of the Town of Frederick, the Board of Trustees opt out of the state-run FAMILI program.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-53**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL
LEAVE INSURANCE (“FAMLI”) PROGRAM**

WHEREAS, the Town of Frederick, Colorado (the “Town”) has been duly organized and is validly existing as a statutory town under title 31 of the Colorado Revised Statutes; and,

WHEREAS, in November 2020, Colorado voters approved Proposition 118, which instructed the Colorado Department of Labor and Employment to establish the Paid Family and Medical Leave Insurance (“FAMLI”) program, which allows eligible Colorado employees to receive up to 12 weeks of paid family and medical leave benefits each year, beginning on January 1, 2024; and,

WHEREAS, to fund the FAMLI program, both employers and employees in Colorado will generally be required to pay a payroll premium, beginning on January 1, 2023 in order to receive benefits beginning in January 1, 2024; and,

WHEREAS, pursuant to C.R.S. § 8-13.3-522, a local government may decline participation in the FAMLI program; and,

WHEREAS, by declining participation, the Town will save costs associated with the program; and,

WHEREAS, Town employees will retain the ability to participate in the FAMLI program on an individual basis if they desire; and,

WHEREAS, all notice requirements applicable to a local government’s decision to opt out of the FAMLI program have been satisfied; and,

WHEREAS, by declining participation in the FAMLI program, the Town has an opportunity utilize the cost savings created to enhance the current leave program provided for Town employees; and,

WHEREAS, the Town Board finds it desirable and appropriate, and in the best interest of the general welfare of its residents and town employees to opt out of the FAMLI program.

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

- 1) The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings by the Town Board.
- 2) The Town of Frederick hereby declines participation in the Colorado Paid Family and

Medical Leave program.

- 3) Notice of this Resolution and the decision to decline participation shall be provided to the Division of Family and Medical Leave Insurance within the Colorado Department of Labor and Employment.
- 4) The Town Manager is authorized to pursue and implement alternative leave program opportunities for Town employees.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14th DAY OF JUNE, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Adam Mahan, Trustee
Kevin R. Brown, Trustee

Tracie Crites, Mayor

Mark Lamach, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Consideration of Resolution to Approve Purchase and Accept Dedication of ROW for Tipple Parkway

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. ROW Dedication Documents
- b. Vicinity Map
- c. Resolution 22-R-54

Finance Review: _____
Finance Director

Submitted by: Jason Berg
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Strategic, Reliable & Sustainable Infrastructure:

This request aligns with the Town's Strategic Plan by investing in existing and future transportation.

Summary Statement:

Purchase and dedication of Right-of-Way to the Town of Frederick at the northeast corner of Colorado Boulevard and Tipple Parkway intersection for roadway improvements.

Detail of Issue/Request:

To facilitate the construction of public improvements related to the Colorado Boulevard and Tipple Parkway Intersection Improvement (CTII) project the Evezich Trust FBO Jolene Faye Gittlein property

Built on What Matters.

owner has agreed to the sell and is dedicating additional right-of-way to the Town of Frederick. The property is currently unincorporated vacant land.

As seen in the attached Dedication of Right-of-Way documents and CTII plan sheet the additional ROW covers an area of 11,241-square feet or 0.80 acre. Constructed in this area will be curb and gutter, sidewalk and westbound right turn auxiliary deceleration lane.

Legal Comments:

The Town Attorney has participated in purchase negotiations, reviewed the Deeds of Dedication and prepared the Resolution.

Alternatives/Options:

The Town Board may choose whether or not to purchase the property and accept the Dedication of Right-of-Way.

Financial Considerations:

The Town of Frederick has negotiated the purchase of the property being dedicated as Right-of-Way for the agreed price of \$2.00 per square foot for a total of \$22,482.

Without the Dedication of Right-of-Way, the Town will not be able to construct certain public improvements at the northeast leg of the Colorado Boulevard and Tipple Parkway Intersection Improvement project for which the Board requested and the Town has budgeted funds.

Staff Recommendation:

Staff recommends approval of the Resolutions 22-R-54 as presented accepting the Deed of Dedication for Right-of-Way for Colorado Boulevard and Tipple Parkway.

DEED OF DEDICATION

The undersigned Grantor(s), for good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby sell, grant, and convey unto the Town of Frederick, a Colorado municipal corporation, the following described parcel of land situate in the County of Weld, State of Colorado, to-wit:

SEE ATTACHED EXHIBITS "A" and "B"

With all its appurtenances and warrant(s) the title to the same, free and clear of all liens and encumbrances, subject to reservations, agreements, and restrictions of record, and existing easements, if any.

The above-described property is to be used for street and utility purposes, which purposes shall include, but not be limited to, streets, sidewalks, curbs, gutters, utility lines, structures, equipment, apparatus, and poles.

Acceptance of this conveyance by the Town of Frederick, Colorado, shall not impose upon the Town any obligation of installation, improvement or maintenance based upon needs or requirements for future development of the above-described property for any purpose, which obligation shall arise, if at all, only by separate action of the Frederick Board of Trustees.

Signed this 25th day of May, 2022

Grantor(s):

By:

STATE OF COLORADO)

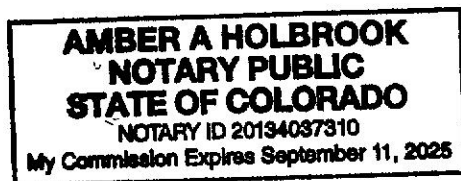
)ss.

COUNTY OF WELD .)

The foregoing instrument was acknowledged before me this 25 day of May, 2022 by Jolene Gittlein.

My commission expires: 9-11-2025

Witness my hand and official seal.



Amber Holbrook
Notary Public

ACCEPTANCE

The Town of Frederick, A Colorado Municipal Corporation, whose legal address is 401 Locust St., Frederick, CO 80530, hereby accepts the above dedication of property as Public Rights-of-Way or a Public Highway.

Dated this _____ day of _____, 20__.

ATTEST:

TOWN OF FREDERICK,
A COLORADO MUNICIPAL CORPORATION

By: _____
Meghan C. Martinez
Town Clerk

By: _____
Tracie Crites
Mayor

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires:

EXHIBIT "A"
(Legal Description)

PROPERTY DESCRIPTION

Public Right of Way Dedication

A parcel of land dedicated as Public Right of Way being a portion of Lot B of Recorded Exemption 1311-30-3 1AMRECX 18-08-4742 recorded May 1, 2019 as Reception No. 4485902 of the Records of Weld County and also a portion of that parcel of land described as Lots One (1) to Five (5), Block V, Evans Addition and a portion of the vacated Union Pacific Railroad Right of Way described in Decree on January 15, 1975 as Reception No. 1652103 of the records of Weld County conveyed to The Evezich Trust fbo Jolene Faye Gittlein by a Bargain and Sale Deed recorded January 23, 2017 as Reception No. 4271923 and Reception No. 4271924 of the Records of Weld County, both parcels situate within the Southwest Quarter of Section Thirty (30), Township Two North (T.2N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 30 and assuming the South line of the Southwest Quarter of said Section 30 as bearing South 89°41'04" East a distance of 2504.86 feet with all bearings contained herein relative thereto;

THENCE South 89°41'04" East along the South line of the Southwest Quarter of said Section 30 a distance of 235.50 feet to the Southerly prolongation of the West line of said Lot B of Recorded Exemption 1311-30-3 1AMRECX 18-08-4742;

THENCE North 00°16'29" West along the Southerly prolongation of said West line a distance of 30.00 feet to the Southwest corner of Lot B of Recorded Exemption 1311-30-3 1AMRECX 18-08-4742 and the **POINT OF BEGINNING**;

THENCE North 00°16'29" West along the West line of said Lot B a distance of 28.00 feet to a line parallel with and 58.00 feet North of the South line of the Southwest Quarter of said Section 30;

THENCE South 89°41'04" East along said parallel line a distance of 401.62 feet to the Easterly line of Block V as described in the Bargain and Sale Deeds recorded as Reception No. 4271923 and Reception No. 4271924;

THENCE South 00°19'05" West along said Easterly line a distance of 28.00 feet to the Southeast corner of said Block V;

THENCE North 89°41'04" West along a line parallel with and 30.00 feet North of the South line of the Southwest Quarter of said Section 30, that line also being the Southerly lines of both that parcel described in said Bargain and Sale Deeds, and said Lot B of Recorded Exemption 1311-30-3 1AMRECX 18-08-4742 a distance of 401.33 feet to the Southwest corner of said Lot B and to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 11,241 sq. ft, or 0.26 acre, more or less.

SURVEYOR'S CERTIFICATE

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



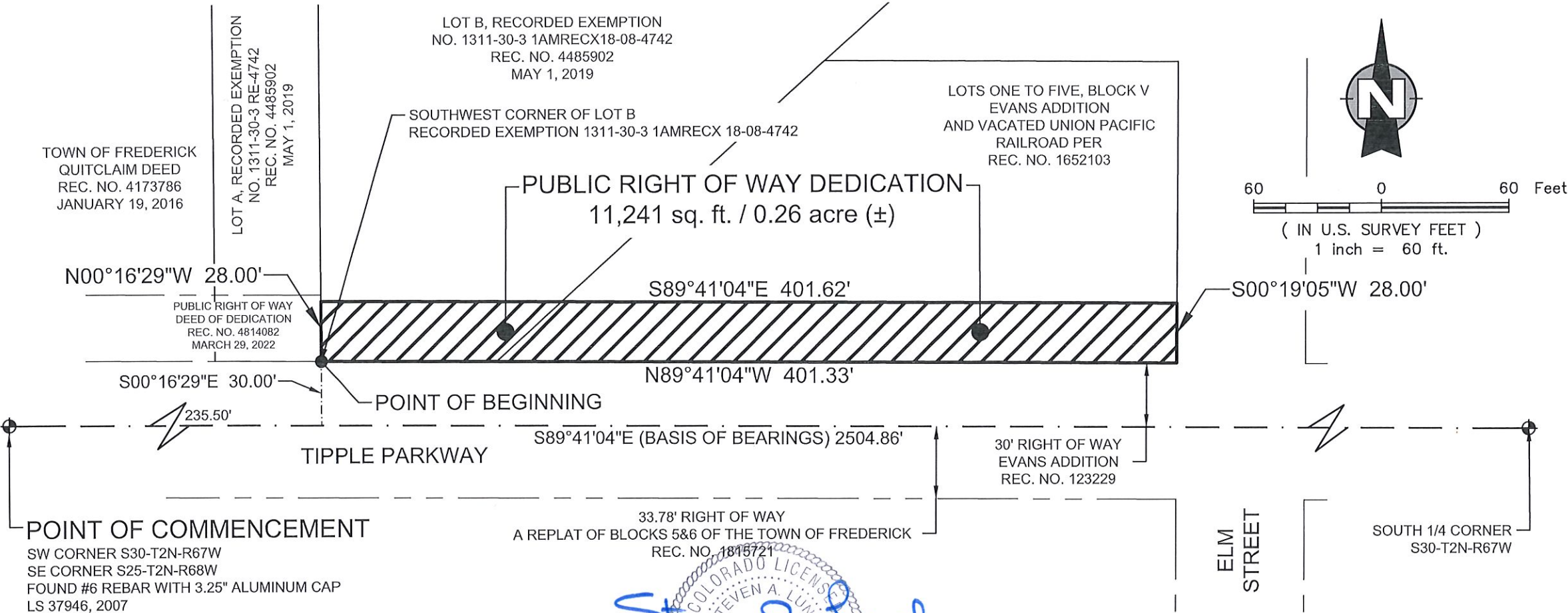
Steven A. Lund – on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

NORTHERN ENGINEERING
820 8th Street
Greeley, Colorado 80631
(970) 221-4158

EXHIBIT “B”
(Map)

RIGHT OF WAY DEDICATION EXHIBIT

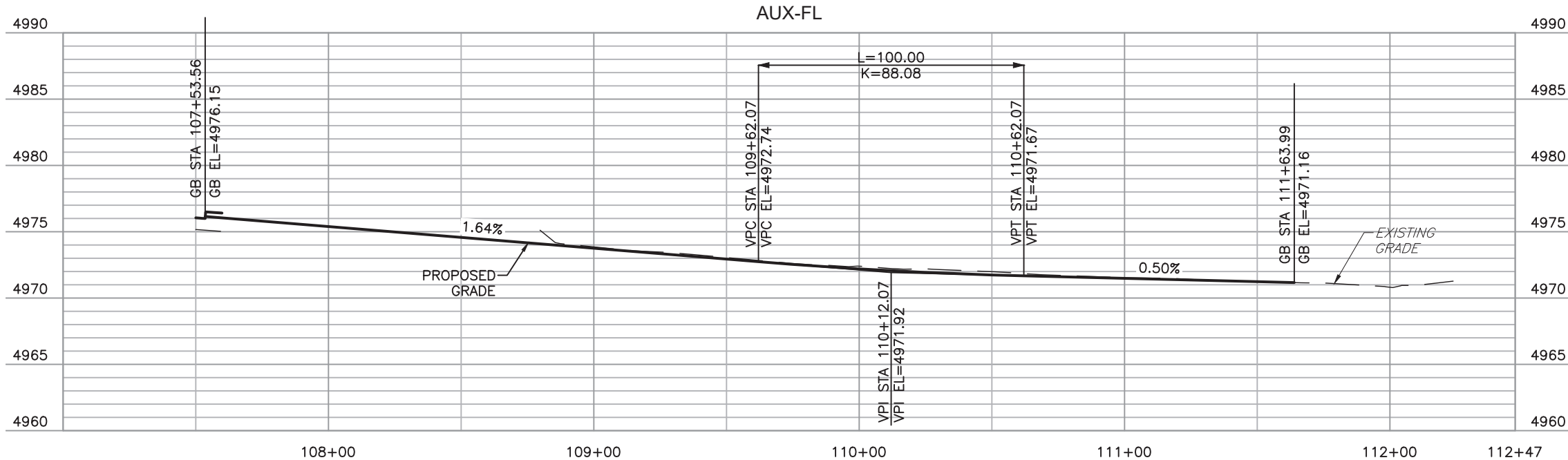
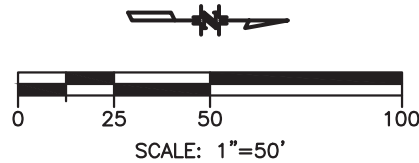
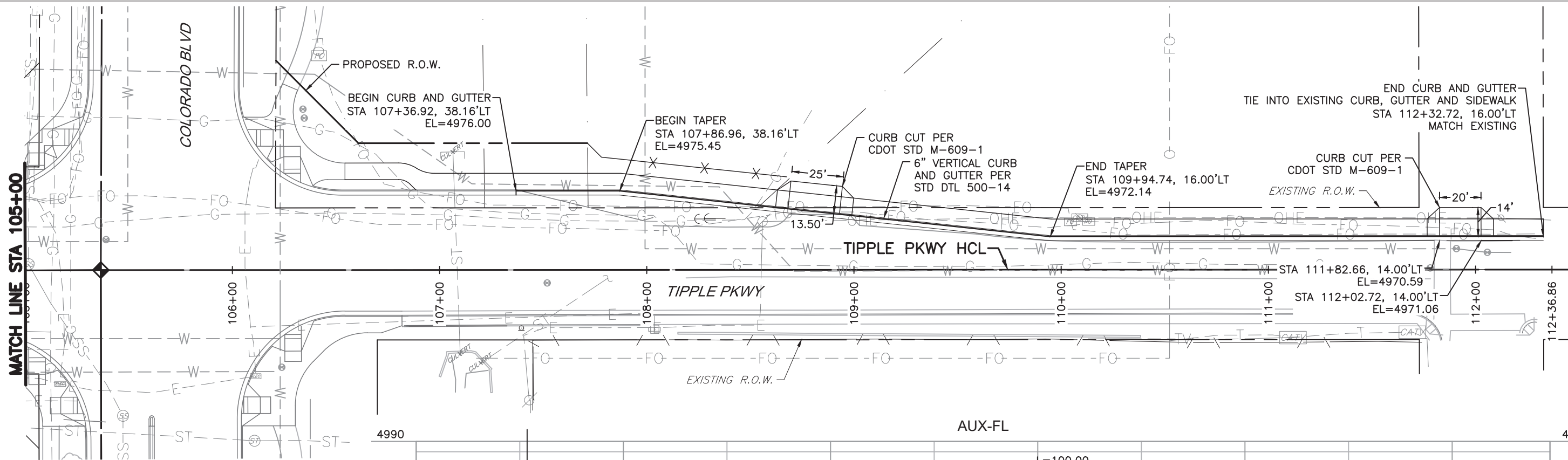
A PARCEL OF LAND DEDICATED AS PUBLIC RIGHT OF WAY BEING A PORTION OF LOT B OF RECORDED EXEMPTION 1311-30-3 1AMRECX 18-08-4742 RECORDED MAY 1, 2019 AS RECEPTION NO. 4485902 OF THE RECORDS OF WELD COUNTY AND ALSO A PORTION OF THAT PARCEL OF LAND DESCRIBED AS LOTS ONE (1) TO FIVE (5), BLOCK V, EVANS ADDITION CONVEYED TO THE EVEZICH TRUST FBO JOLENE FAYE GITTLEIN BY A BARGAIN AND SALE DEED RECORDED JANUARY 23, 2017 AS RECEPTION NO. 4271923 AND RECEPTION NO. 4271924 OF THE RECORDS OF WELD COUNTY, BOTH PARCELS SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION THIRTY (30), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.), SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



Steven A. Lund, Professional Land Surveyor
Colorado Registration No. 34995
For and on behalf of Northern Engineering Services, Inc.



CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY
LOCATIONS. UNLESS OTHERWISE NOTED, THE UTILITIES SHOWN ON
THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS
AND DEPICTED AS ASCE (38) QUALITY LEVEL D. IN ACCORDANCE
WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, IT
IS THE CONTRACTORS RESPONSIBILITY TO CALL COLORADO 811
UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING,
AND FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL
LOCATION OF ALL EXISTING UTILITIES (DEPICTED OR NOT DEPICTED)
PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

ACCEPTANCE

ALL WORK SHALL BE CONSTRUCTED TO THE TOWN OF FREDERICK
STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN
REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THE
STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS.
THE ENGINEERING DESIGN AND CONCEPT REMAINS THE
RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP
AND SIGNATURE APPEAR HEREON

ACCEPTED BY _____ TOWN ENGINEER _____ DATE _____

Print Date: Monday, November 8, 2021
File Name: 42.1 TIPPLE PKWY AUX P&P

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
MAIN 303.431.6100 MARTINMARTIN.COM

Issue/Revision			
No.	Date:	Comments	Name

Project Manager	R. SOLTIS
Design By	E. BERNAL
Drawn By	E. BERNAL
Principal In Charge	W. WILLIS

THE DESIGNS SHOWN HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATION & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM MARTIN/MARTIN, INC.



TOWN OF FREDERICK
Colorado Blvd & Tipple Pkwy

TIPPLE PARKWAY AUXILLARY LANE PLAN
AND PROFILE

NOT FOR CONSTRUCTION

Project No. 21.0196
Sheet Number:
47
Subset: ROAD

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-54**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING
A DEDICATION OF RIGHT OF WAY FROM EVEZICH TRUST**

WHEREAS, the Evezich Trust FBO Jolene Faye Gittlein (“Grantor”), is the owner of certain real property described as:

20742 L1 TO 5 BLK V EVANS ADD ALSO ALL THAT PT OF VAC UPRR
R/W LYING S & E OF ORIGINAL C/L ADJ TO EXC MINERALS & COAL

AND

PT SW4 30-2-67 LOT B REC EXEMPT 1AMRECX18-08-4742 (6051 Tipple
Pkwy)

WHEREAS, Grantor desires to grant, and the Town of Frederick desires to accept, a dedication of Public Right-of-Way (attached hereto) over a portion of Grantor’s properties described above.

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

Section 1. Acceptance of a Deed of Dedication.

- a. The Board of Trustees approves the dedication of public right-of-way; generally located within a portions of 6051 Tipple Parkway and Lots 1 through 5 of Block V in the Evans Addition, more particularly described in Exhibit A.
- b. The Board of Trustees authorizes the execution of the Acceptance of Deed of Dedication by the Mayor on behalf of the Town of Frederick.

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

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 14TH DAY OF JUNE,

2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A
Deed of Dedication



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Adam Mahan, Trustee
Kevin R. Brown, Trustee

Tracie Crites, Mayor

Mark Lamach, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Consideration of Carriage Hill Filing 1 First Amendment to the Memorandum of Agreement for Public Improvements

Agenda Date: Town Board Meeting – June 14, 2022

Attachments:

- a. Carriage Hills Filing 1 First Amendment to the MOAPI Improvements
- b. Exhibit A – Carriage Hill Filing 1 Replat A
- c. Exhibit B – Engineers Estimated Costs
- d. Exhibit F – Special Provisions to the MOAPI
- e. Resolution 22-R-55

Finance Review: _____
Finance Director

Submitted by: _____
Jason Berg
Civil Engineer

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Strategic Plan Alignment:

Strategic, Reliable & Sustainable Infrastructure:

This request aligns with the Town's Strategic Plan by investing in existing and future transportation, water, stormwater, and technology while planning for sustainable growth and development.

Summary Statement:

With the replat Carriage Hills Filing 1 subdivision an update to the MOAPI was required to reflect the changes included with Carriage Hill Filing 1 Replat A.

Built on What Matters.

Detail of Issue/Request:

Pursuant to the Town's Subdivision regulations and to satisfy Section 1.12 - Financing and Improvement Guarantees the Developer for the Carriage Hills Filing 1 subdivision is required to entered into a MOAPI. This amendment to the MOAPI adds Exhibit A Final Plat maps for Carriage Hill Filing 1 Replat A, updates Exhibit B Engineers Estimate of Costs for Public Improvements to be Constructed, and includes the addition of two Special Provision to the MOAPI in Exhibit F.

Item 1: This item is related to the reimbursement to the Developer for the actual cost of construction of Maple Street west of centerline adjacent to Town owned properties. The Town approved the Dedicated Right-of-Way from these properties to facilitate the construction of Maple Street on December 14th, 2021.

Town reimbursement to DEVELOPER for public improvements ("Town Participation") is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in due course by the Board of Trustees. Town does not warrant that funds will be available to fund this Agreement beyond the fiscal year in which it was executed.

The TOWN shall reimburse the DEVELOPER for the actual cost of construction for the construction of Maple Street west of centerline adjacent to Town owned property. The TOWN's portion of the cost of these improvements shall not exceed \$173,993.05.

All payments of Town obligations to Developer under this item shall be made only after appropriation by the Board of Trustees, and shall be payable upon the later of: (1) 60 days after DEVELOPER's delivery to the Town of an invoice for the improvements for which reimbursement is sought, supported by commercially reasonable, itemized documentation; or (2) 60 days after conditional acceptance of the improvements for which reimbursement is sought.

Legal Comments:

The First Amendment to the Carriage Hills Filing 1 MOAPI and resolution have been reviewed by the Town Attorney and Town Land Use counsel.

Alternatives/Options:

The Board may approve, deny, or change the language of the special provisions proposed within Exhibit F.

Financial Considerations:

The MOAPI does include reimbursement the actual cost of construction of public improvements in a maximum value not to exceed \$173,993.05 for the construction of Maple Street collector roadway adjacent to the Town owned properties.

All payments of Town obligations to Developer under this item shall be made only after appropriation by the Board of Trustees, and shall be payable upon the later of: (1) 60 days after DEVELOPER's delivery to the Town of an invoice for the improvements for which reimbursement is sought, supported

by commercially reasonable, itemized documentation; or (2) 60 days after conditional acceptance of the improvements for which reimbursement is sought.

Staff Recommendation:

Staff seeks direction from the Board.

**CARRIAGE HILL FILING 1
FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS FIRST AMENDMENT to the Carriage Hills Filing 1 Memorandum of Agreement for Public Improvements ("FIRST AMENDMENT") is made and entered this ____ day of _____, 20__ by and between the Town of Frederick, a Colorado Municipal Corporation, whose address is P.O. Box 435, Frederick, CO 80530 ("TOWN"), and Carriage Hills, LLC, a Colorado Limited Liability Corporation, whose address is 10515 Mooring Road, Longmont CO 80504 ("DEVELOPER").

WHEREAS, the parties entered into a Carriage Hill Filing 1 Memorandum of Agreement for Public Improvements on February 18, 2005 said agreement recorded at the Weld County Clerk and Recorder's office at Reception No. 3268883, hereinafter called the "AGREEMENT"; and

WHEREAS, the DEVELOPER is preparing to begin construction of public improvements for Filing 1 Replat A of the Carriage Hills subdivision, which is allowed per Section 4.2 of the AGREEMENT;

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

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

1. The Total Public Improvement costs for Filing 1 Replat A are included as Exhibit B of this FIRST AMENDMENT, which exhibit is intended to replace original Exhibit B and is hereby incorporated.
2. The Finance and Public Improvement Guarantees for Filing 1 Replat A of Carriage Hills, as required by Section 1.10 of the AGREEMENT, shall be based upon the Total Public Improvement cost as specified in item 1 above.
3. Exhibit A, Map and Legal Description, attached to this FIRST AMENDMENT, is intended to replace AGREEMENT Exhibit A and is hereby incorporated.
4. Exhibit F, Special Provisions Applying to Memorandum of Agreement for Public Improvements, included with this FIRST AMENDMENT, is intended to supplement AGREEMENT Exhibit F and is hereby incorporated. Obligations set forth in Exhibit F to the February 18, 2005 AGREEMENT remain in full force and effect.
5. *Ratification of Agreement.* Except as specifically amended hereby, TOWN and DEVELOPER agree that the MOAPI, as amended, continues uninterrupted, shall remain in full force and effect, and shall be binding as amended upon the Parties hereto. In the event of any conflict between the AGREEMENT and this FIRST AMENDMENT, the terms of this FIRST AMENDMENT shall prevail.
6. *Counterparts.* This FIRST AMENDMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

TOWN OF FREDERICK

DEVELOPER

CARRIAGE HILLS, LLC

By _____
Tracie Crites, Mayor

By _____

ATTEST:

By _____
Meghan C. Martinez, Town Clerk

STATE OF COLORADO)

COUNTY OF _____) ss:

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

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)

COUNTY OF _____) ss:

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

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT A

MAP AND LEGAL DESCRIPTION

FINAL PLAT

CARRIAGE HILLS FILING NO. 1, REPLAT A

A SUBDIVISION OF A PART OF THE SE1/4
OF SECTION 31, T2N, R67W OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.
AREA = 6.747 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

THREE TRACTS OF LAND LOCATED IN THE SE1/4 OF SECTION 31, T2N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BLOCKS 1 AND 2, CARRIAGE HILLS FILING NO. 1, TOGETHER WITH THE HEREBY VACATED ALLEY LYING BETWEEN SAID BLOCKS;

AND

BLOCKS 3 AND 4, CARRIAGE HILLS FILING NO. 1, TOGETHER WITH THE HEREBY VACATED ALLEY LYING BETWEEN SAID BLOCKS;

AND

BLOCK 5, CARRIAGE HILLS FILING NO. 1, TOGETHER WITH THE HEREBY VACATED 10-FOOT ALLEY LYING ADJACENT TO SAID BLOCK;

AREA = 293,894 SQUARE FEET (6.747 ACRES), MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CARRIAGE HILLS DEVELOPMENT, INC., BEING THE OWNER OF CERTAIN LANDS IN FREDERICK, COLORADO, DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE FINAL PLATTED INTO LOTS, BLOCKS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME OF "CARRIAGE HILLS FILING NO. 1, REPLAT A", AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER SUCH PUBLIC RIGHTS-OF-WAY, EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED AS FOR PUBLIC USES AS SHOWN HEREON AND SUCH OTHER EASEMENTS SHOWN HEREON EXCEPT THOSE LANDSCAPE EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN. THE ENTITIES NAMED ON THE EASEMENT, OR RESPONSIBLE FOR THE SERVICES AND/OR UTILITIES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSES NAMED ON THE EASEMENT OR FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS, OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES SHOWN HEREON AND THE ELECTRIC AND WATER DISTRIBUTION SYSTEMS TO BE INSTALLED IN THE SUBDIVISION ARE DEDICATED AND CONVEYED TO THE TOWN OF FREDERICK, COLORADO, IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USE AND PURPOSES. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS. THE SIGNATURE OF ANY REPRESENTATIVE OF ANY PARTNERSHIP OR CORPORATE ENTITY INDICATES THAT ALL REQUIRED PARTNERSHIP OR CORPORATE APPROVALS HAVE BEEN OBTAINED.

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED THIS _____ DAY OF _____, 20____.

OWNER: CARRIAGE HILLS DEVELOPMENT, INC.

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____ BY _____
FOR CARRIAGE HILLS DEVELOPMENT, INC.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ SEAL

TRACT TABLE			
NAME	PURPOSE	OWNERSHIP	MAINTENANCE RESPONSIBILITY
TRACT A			
TRACT B			
TRACT C			

OWNER

CARRIAGE HILLS DEVELOPMENT, INC.
PO BOX 983
LONGMONT, CO 80502

SURVEYOR

CIVILARTS, INC.
1500 KANSAS AVENUE, SUITE 2-E
LONGMONT, CO 80501
(303) 682-1131
ATTN: PETER D. STEGER, PLS

DATE OF PREPARATION

APRIL 16, 2020

DATE OF REVISION

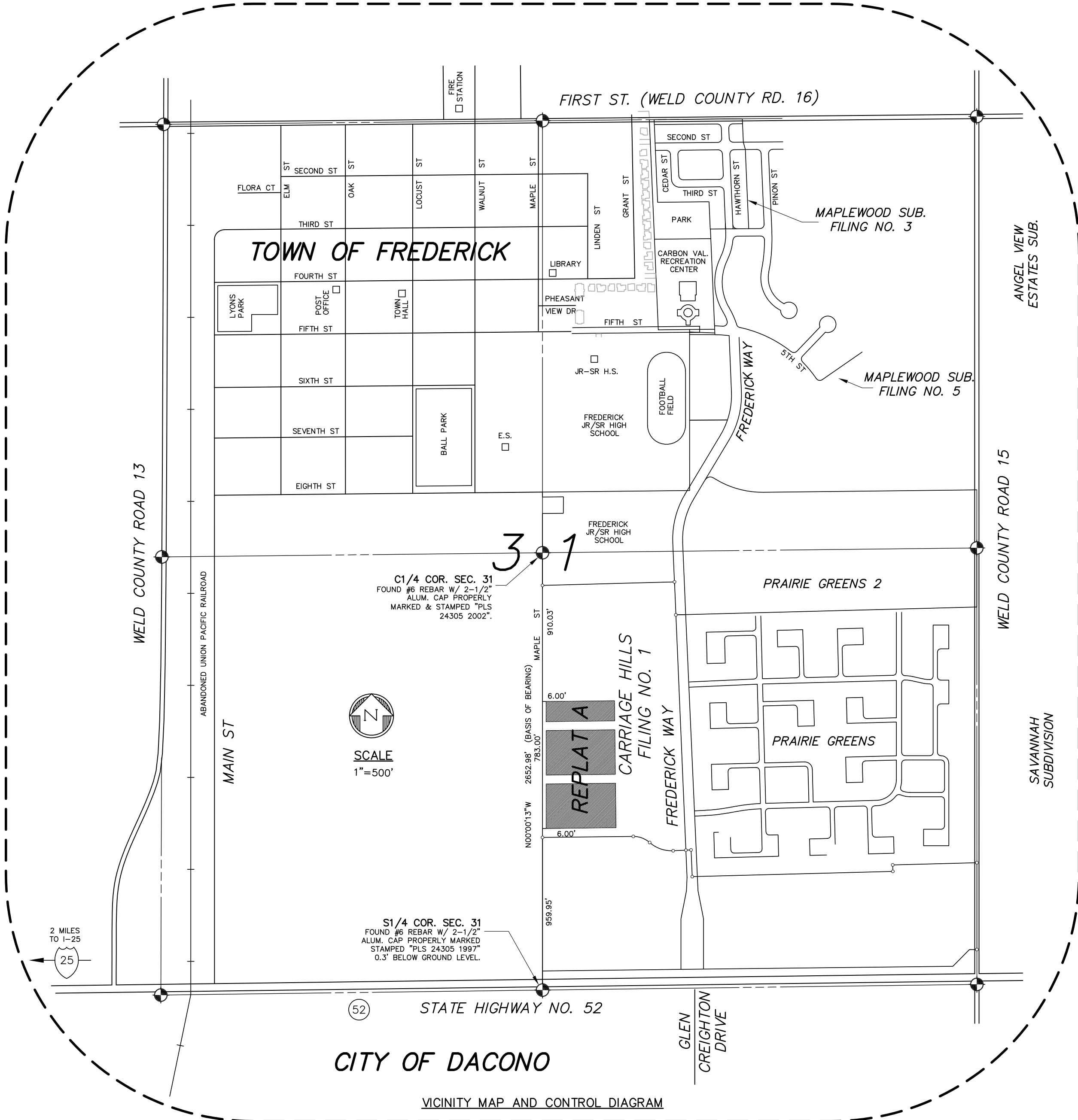
JUNE 22, 2020

NOTES

- BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, T2N, R67W OF THE 6TH P.M., BEARS N00°00'13"W AS MONUMENTED AND SHOWN HEREON.
- SET #5 REBAR 18" LONG WITH 2-INCH ALUMINUM CAP MARKED "PLS 25379" AT ALL EXTERIOR BOUNDARY CORNERS AND WHERE NOTED "SET", UNLESS OTHERWISE NOTED.
- REVISE W/ NEW TITLE COMMITMENT - RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS DISCLOSED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. FB25158083, EFFECTIVE DATE MAY 15, 2018. NO ADDITIONAL RESEARCH WAS COMPLETED.
- LINEAR DIMENSIONS SHOWN ON THE MAP ARE U.S. SURVEY FEET.
- ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 08123C2083E, MAP REVISED JANUARY 20, 2016, FREDERICK, COLORADO, WELD COUNTY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD, AND IS NOT LOCATED IN A 100-YEAR FLOOD ZONE.
- THIS REPLAT A HEREBY VACATES THE 20-FOOT ALLEYS LYING BETWEEN BLOCKS 1 & 2 AND BLOCKS 3 & 4, AND HALF OF THE 20-FOOT ALLEY LYING ADJACENT TO BLOCK 5. IN ADDITION THIS REPLAT A ALSO VACATES ALL OF THE ORIGINAL 10-FOOT UTILITY EASEMENTS IN SAID BLOCKS 1 THROUGH 5 IN FAVOR OF NEW RELOCATED 10-FOOT UTILITY EASEMENTS AS SHOWN ON THIS PLAT. THIS REPLAT A ALSO VACATES THE VARIABLE-WIDTH LANDSCAPE EASEMENT WHICH WAS LOCATED ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAPLE STREET IN FAVOR OF THE 9.5-FOOT-WIDE LANDSCAPE EASEMENT IN BLOCKS 1 THROUGH 5 AS SHOWN ON THIS PLAT.

NOTES

- ACCORDING TO 2002 TOWN OF FREDERICK LAND USE CODE, ARTICLE 9, SECTION 9.8, DEVELOPMENT SETBACKS FROM WELLS AND FACILITIES. (A) WHEN WELLS ARE EXISTING, BUILDINGS SHALL NOT BE CONSTRUCTED WITHIN THE FOLLOWING DISTANCES: (A1) BUILDINGS NOT NECESSARY TO THE OPERATION OF THE WELL SHALL NOT BE CONSTRUCTED WITHIN TWO HUNDRED (200) FEET OF ANY SUCH WELL. (A2) ANY BUILDING TO BE USED AS A PLACE OF ASSEMBLY, INSTITUTION OR SCHOOL SHALL NOT BE CONSTRUCTED WITHIN THREE HUNDRED FIFTY (350) FEET OF ANY WELL. (B) WHEN WELLS ARE EXISTING, LOTS AND ROADS SHALL NOT BE PLATTED WITHIN THE FOLLOWING DISTANCES: (B1) LOTS SHALL NOT BE PLATTED WITHIN ONE HUNDRED FIFTY (150) FEET OF AN EXISTING OIL OR GAS WELL OR ITS PRODUCTION FACILITIES. (B2) LOTS INTENDED TO BE USED AS A PLACE OF ASSEMBLY, INSTITUTION OR SCHOOL SHALL NOT BE PLATTED TO ALLOW A BUILDING SITE WITHIN THREE HUNDRED FIFTY (350) FEET OF AN EXISTING OIL OR GAS WELL OR ITS PRODUCTION FACILITIES. (B3) STREETS SHALL NOT BE PLATTED WITHIN SEVENTY-FIVE (75) FEET OF AN EXISTING OIL OR GAS WELL OR ITS PRODUCTION FACILITIES, PROVIDED HOWEVER, THAT STREETS MAY CROSS COLLECTION FLOWLINES AT RIGHT ANGLES. (B4) LOTS AND STREETS MAY BE PLOTTED OVER WELL AND PRODUCTION SITES THAT HAVE BEEN ABANDONED AND RECLAIMED IN ACCORDANCE WITH SECTION 9.12 OF THIS ARTICLE. SUCH PLATTING SHALL ONLY OCCUR AFTER THE COMPLETION OF THE "ABANDONMENT AND RECLAMATION PROCESS."
- LEGAL DESCRIPTION PREPARED BY PETER D. STEGER, 1500 KANSAS AVENUE, SUITE 2-E, LONGMONT, COLORADO, 80501 (CRS 38-35-106.5).



PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED BY THE FREDERICK PLANNING COMMISSION WITH PLANNING COMMISSION RESOLUTION 20____ THIS _____ DAY OF _____, 20____.

CHAIRMAN _____

PLANNING COMMISSION SECRETARY _____

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS FINAL PLAT MAP OF "CARRIAGE HILLS FILING NO. 1, REPLAT A" IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF FREDERICK, COLORADO, HELD

ON _____, 20____, THE DEDICATIONS OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON, SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN, AND THE ELECTRICAL AND WATER DISTRIBUTION SYSTEMS TO BE INSTALLED IN THE SUBDIVISION ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS THAT MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS.

THIS ACCEPTANCE OF THE FINAL PLAT DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED FOR THAT LOT.

MAYOR _____ ATTEST: TOWN CLERK _____

CERTIFICATE OF VACATION

KNOW ALL MEN BY THESE PRESENTS THAT THOSE CERTAIN UTILITY EASEMENTS DEDICATED TO THE TOWN OF FREDERICK, CO ON THE CARRIAGE HILLS FILING NO. 1 FINAL PLAT, DATED JANUARY 31, 2005 AND RECORDED ON MARCH 16, 2005, AT RECEPTION NO. 3268885, HAVING NEVER BEEN USED, ARE UNNECESSARY AND THEREFORE ARE VACATED TO THE OWNER, CARRIAGE HILLS DEVELOPMENT, INC., BY THIS REPLAT OF THE SUBDIVISION.

TOWN OF FREDERICK, COLORADO

ATTEST: _____ MAYOR

TOWN CLERK _____

STATE OF COLORADO }
COUNTY OF WELD } SS

THE FOREGOING CERTIFICATE OF VACATION WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____
BY _____ AS MAYOR AND _____ AS TOWN CLERK OF THE TOWN OF FREDERICK.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CERTIFICATION DEFINED: THE USE OF THE WORDS "CERTIFY", "CERTIFICATE", AND/OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION; WAS PERFORMED BY OR UNDER THE REGISTERED PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE; IS BASED ON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION, AND BELIEF; IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (RULE 6.2.2 OF THE RYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS)

SURVEYOR'S CERTIFICATE

I, PETER D. STEGER, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS FINAL PLAT MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS 22ND DAY OF JUNE, 2020.

PETER D. STEGER
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 25379
DATE: JUNE 22, 2020



ENGINEERING 1500 Kansas Ave., Suite 2-E
PLANNING Longmont, CO 80501
SURVEYING P 303.682.1131
F 303.682.1149

FINAL PLAT
CARRIAGE HILLS FILING NO. 1 REPLAT A

A SUBDIVISION OF A PART OF THE SE1/4
OF SECTION 31, T2N, R67W OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

AREA = 6.747 ACRES, MORE OR LESS.

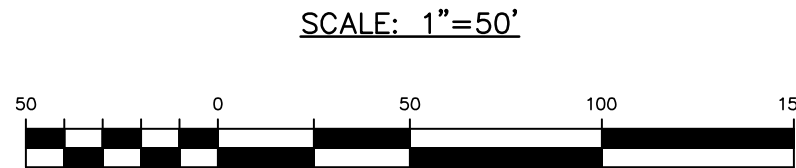
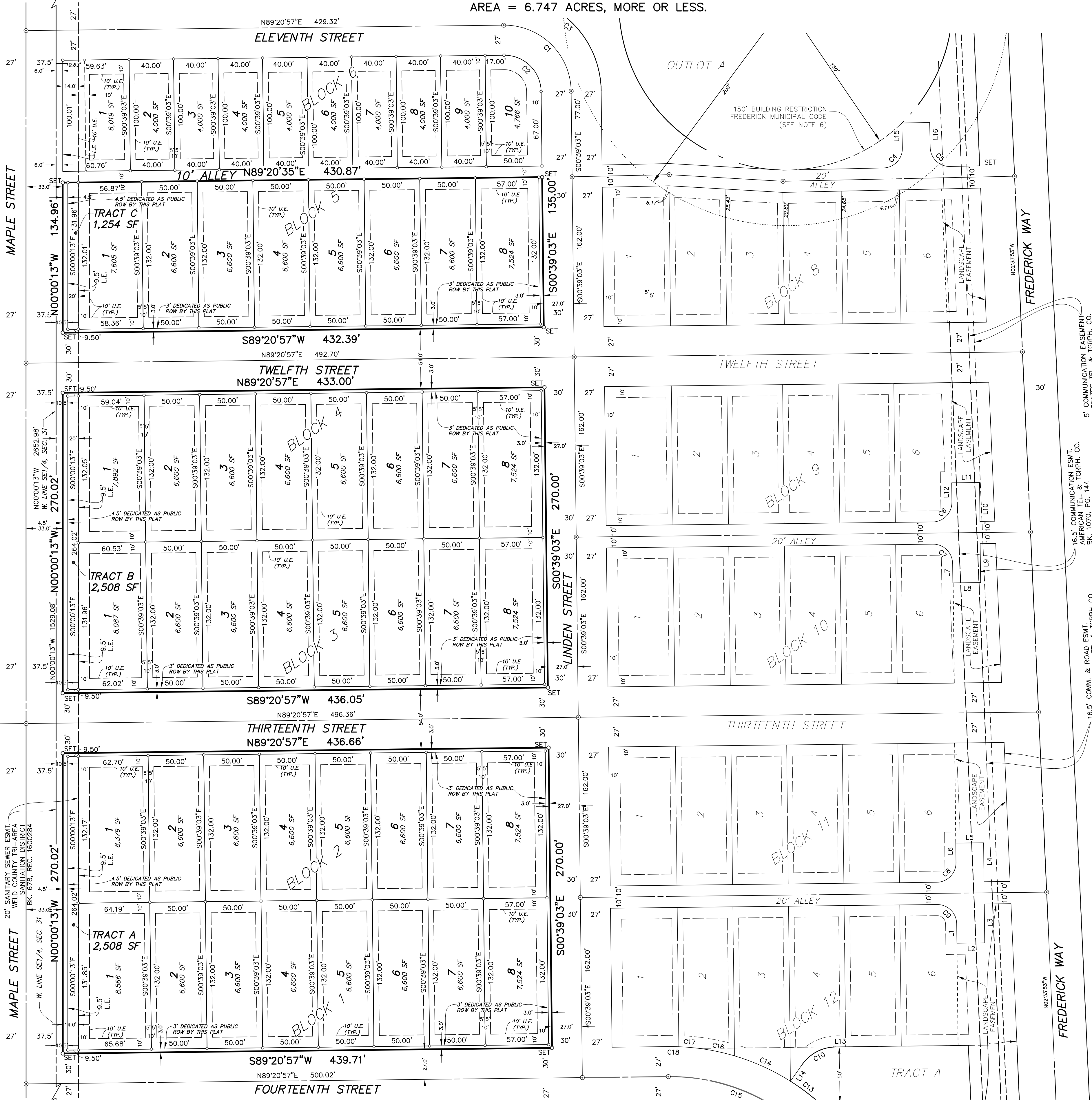
C1/4 COR. SEC. 31

MINERS PARK TOWN CENTRE
BLK 5

SW1/4, SEC. 31

MINERS PARK TOWN CENTRE
BLK 7

S1/4 COR. SEC. 31



LEGEND

- BK. = BOOK
- COMM. = COMMUNICATION
- ESMT. = EASEMENT
- L.E. = LANDSCAPE EASEMENT
- MTN. = MOUNTAIN
- PG. = PAGE
- REC. = RECEPTION NUMBER
- ROW = RIGHT-OF-WAY
- TEL. = TELEPHONE
- TORPH = TELEGRAPH
- TYP. = TYPICAL
- U.E. = UTILITY EASEMENT
- PC = PROPERTY CORNER
- 19.50' = VACATED L.E. DIMENSION

PETER D. STEGER
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 25379
DATE: JUNE 22, 2020



ENGINEERING 1500 Kansas Ave., Suite 2-E
PLANNING Longmont, CO 80501
SURVEYING P 303.682.1131
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EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED



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Carriage Hills Filing No. 1 Replat A
Exhibit B
Schedule of Improvements - Site

Item	Description	Quantity	Units	Cost	Total
1	Site Preparation / earthwork				
	Maple Street	1	LS	\$14,500.00	\$14,500.00
	Stock Pile & Re-use Top Soils	7450	CY	\$2.60	\$19,370.00
	Excavation (cut to fill)	5860	CY	\$2.30	\$13,478.00
				Sub-total	\$47,348.00
2	Erosion Control				
	Stabilized Staging Area	1120	SY	\$7.00	\$7,840.00
	Vehicle Tracking Control	1	EA	\$1,800.00	\$1,800.00
	Concrete Washout	1	EA	\$1,200.00	\$1,200.00
	Silt Fence	1280	LF	\$2.50	\$3,200.00
	Inlet Protection	2	EA	\$35.00	\$70.00
	Seed & Mulching	1.3	AC	\$165.00	\$214.50
	Rock Socks	3	EA	\$250.00	\$750.00
				Sub-total	\$15,074.50
3	Water				
	8-inch PVC C900 Water Main	175	LF	\$65.00	\$11,375.00
	8-inch Gate Valves	4	EA	\$2,500.00	\$10,000.00
	FH Assy.	3	EA	\$7,500.00	\$22,500.00
	3/4-inch Services (Type K Copper)	1360	LF	\$23.00	\$31,280.00
				Sub-total	\$75,155.00
4	Storm Sewer				
	18-inch RCP	685	LF	\$75.00	\$51,375.00
	36-inch RCP	528	LF	\$95.00	\$50,160.00
	Cost for Town of Frederick for 525 LF of Maple Street	1	EA	\$1,800.00	\$1,800.00
	4-foot DIA MH	3	EA	\$3,500.00	\$10,500.00
	5-foot DIA MH	2	EA	\$4,500.00	\$9,000.00
	Rip Rap Type M	4	CY	\$120.00	\$480.00
				Sub-total	\$123,315.00
5	Roadways				
	Subgrade Stabilization	5450	SY	\$4.50	\$24,525.00
	Asphalt Paving 6.5-inch Full Depth	4600	SY	\$32.00	\$147,200.00
				Sub-total	\$171,725.00
6	Concrete Flatwork				
	6-inch Vertical Curb	2900	LF	\$20.00	\$58,000.00
	5-foot Wide Sidewalk 6-inch Depth	2385	LF	\$25.00	\$59,625.00
	HC Ramps	5	LF	\$1,200.00	\$6,000.00
				Sub-total	\$123,625.00
7	Signage & Striping				
	Stop Signs	3	EA	\$350.00	\$1,050.00
	Street Signs	6	EA	\$750.00	\$4,500.00
	Street Light	3	EA	\$2,500.00	\$7,500.00
	Striping	1360	LF	\$4.00	\$5,440.00
				Sub-total	\$18,490.00
				Total	\$574,732.50
	SANITARY SEWER CONTRACTED IN PHASE 1 AND COMPLETED				



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**Carriage Hills Filing No. 1 Replat A
Exhibit B
Schedule of Improvements - Maple Street**

Item	Description	Quantity	Units	Cost	Total
1	Site Preparation / Earthwork				
	Maple Street	1	EA	\$5,000.00	\$5,000.00
	Stock Pile & Re-use Top Soils	1175	CY	\$3.00	\$3,525.00
				Sub-total	\$8,525.00
2	Erosion Control				
	Silt Fence	1025	LF	\$2.50	\$2,562.50
	Inlet Protection	7	EA	\$35.00	\$245.00
	Seed & Mulching	0.38	AC	\$165.00	\$62.70
	Rock Socks	9	EA	\$250.00	\$2,250.00
				Sub-total	\$5,120.20
3	Water				
	8-inch PVC C900 Water Main	1202	LF	\$65.00	\$78,130.00
	8-inch Gate Valves	5	EA	\$2,500.00	\$12,500.00
	8"x8"x8"x Tee	3	EA	\$7,500.00	\$22,500.00
	8"x8"x8"x8"X Cross	1	LF	\$35.00	\$35.00
	45Deg Bends	1	EA	\$1,100.00	\$1,100.00
	Lowerings	5	EA	\$4,000.00	\$20,000.00
				Sub-total	\$134,265.00
4	Storm Sewer				
	18-inch RCP	180	LF	\$75.00	\$13,500.00
	24-inch RCP	237	LF	\$85.00	\$20,145.00
	24-inch 1/2 cost w/ City	20	LF	\$42.50	\$850.00
	30-inch RCP	25	LF	\$96.00	\$2,400.00
	36-inch RCP	77	LF	\$90.00	\$6,930.00
	36-inch 1/2 cost w/ City	508	LF	\$45.00	\$22,860.00
	Cost for Town of Frederick for 525 LF of Maple Street	26	LF	\$150.00	\$3,900.00
	14X23 HERCP	42	LF	\$95.00	\$3,990.00
	4-foot DIA MH	4	EA	\$3,500.00	\$14,000.00
	4-foot DIA MH 1/2 cost w/ City	3	EA	\$1,750.00	\$5,250.00
	5-foot inlet	1	EA	\$3,750.00	\$3,750.00
	10-foot inlet	4	EA	\$5,660.00	\$22,640.00
	15-foot inlet	1	EA	\$9,200.00	\$9,200.00
				Sub-total	\$129,415.00
5	Roadways				
	Subgrade Stabilization	6572	SY	\$4.50	\$29,574.00
	Asphalt Paving 7.0-inch Full Depth	6967	SY	\$35.00	\$243,845.00
				Sub-total	\$273,419.00
6	Concrete Flatwork				
	6-inch Vertical Curb	2275	LF	\$20.00	\$45,500.00
	5-foot Wide Sidewalk 6-inch Depth	1525	LF	\$25.00	\$38,125.00
	HC Ramps	8	LF	\$1,200.00	\$9,600.00
	Cross Pans	4	EA	\$5,600.00	\$22,400.00
				Sub-total	\$115,625.00
7	Signage & Striping				
	Stop Signs	1	EA	\$350.00	\$350.00
	Street Signs	10	EA	\$750.00	\$7,500.00
	Street Light	5	EA	\$2,500.00	\$12,500.00
	Striping	3305	LF	\$4.00	\$13,220.00
	Type III Barricade	1	EA	\$350.00	\$350.00
				Sub-total	\$33,920.00
				Total	\$700,289.20
	SANITARY SEWER CONSTRUCTED IN PHASE 1 AND COMPLETED				



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Carriage Hills Filing No. 1 Replat A

Exhibit B

Schedule of Improvements - Maple Street - Town of Frederick Cost Estimate

Item	Description	Quantity	Units	Cost	Total
1	Site Preparation				
	Maple Street	1	EA	\$1,000.00	\$1,000.00
	Stock Pile & Re-use Top Soils	245	CY	\$3.00	\$735.00
				Sub-total	\$1,735.00
2	Erosion Control				
	Silt Fence	525	LF	\$2.50	\$1,312.50
	Seed & Mulching	0.12	AC	\$165.00	\$19.80
	Rock Socks	3	EA	\$250.00	\$750.00
				Sub-total	\$2,082.30
3	Water				
	8-inch PVC C900 Water Main	458	LF	\$65.00	\$29,770.00
	8-inch Gate Valves	2	EA	\$2,500.00	\$5,000.00
	11.25Deg Bends	2	EA	\$1,100.00	\$2,200.00
				Sub-total	\$36,970.00
4	Storm Sewer				
	24-inch RCP	20	LF	\$42.50	\$850.00
	36-inch RCP	508	LF	\$45.00	\$22,860.00
	4-foot DIA MH	3	EA	\$1,750.00	\$5,250.00
				Sub-total	\$28,960.00
5	Roadways				
	Subgrade Stabilization	1458	SY	\$4.50	\$6,561.00
	Asphalt Paving 7.0-inch Full Depth	1283	SY	\$35.00	\$44,905.00
				Sub-total	\$51,466.00
6	Concrete Flatwork				
	6-inch Vertical Curb	525	LF	\$20.00	\$10,500.00
	5-foot Wide Sidewalk 6-inch Depth	525	LF	\$25.00	\$13,125.00
				Sub-total	\$23,625.00
7	Signage & Striping				
	Striping	1615	LF	\$4.00	\$6,460.00
				Sub-total	\$6,460.00
				Total	\$151,298.30
	SANITARY SEWER CONSTRUCTED IN PHASE 1 AND COMPLETED				



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**Carriage Hills Filing No. 1 Replat A
Exhibit B
Schedule of Improvements - Summary**

Item	Description			Cost
	Site			
1	Earthwork / Site Prep			\$47,348.00
2	Erosion Control			\$15,074.50
3	Water Improvements			\$75,155.00
4	Storm Sewer			\$123,315.00
5	Roadways			\$171,725.00
6	Concrete			\$123,625.00
7	Striping & Sign Improvements			\$18,490.00
			Sub-total	\$574,732.50
			Mobilization 5%	\$28,736.63
			General Conditions 5%	\$28,736.63
			Contingency 15%	\$86,209.88
			Total	\$718,415.63
	Maple Street			
1	Earthwork / Site Prep			\$8,525.00
2	Erosion Control			\$5,120.20
3	Water Improvements			\$134,265.00
4	Storm Sewer			\$129,415.00
5	Roadways			\$273,419.00
6	Concrete			\$115,625.00
7	Striping & Sign Improvements			\$33,920.00
			Sub-total	\$700,289.20
			Mobilization 5%	\$35,014.46
			General Conditions 5%	\$35,014.46
			Contingency 15%	\$105,043.38
			Total	\$875,361.50
	Cost for Town of Frederick for 525 LF of Maple Street Roadway West of ROW CL			
1	Earthwork / Site Prep			\$1,735.00
2	Erosion Control			\$2,082.30
3	Water Improvements			\$36,970.00
4	Storm Sewer			\$28,960.00
5	Roadways			\$51,466.00
6	Concrete			\$23,625.00
7	Striping & Sign Improvements			\$6,460.00
			Sub-total	\$151,298.30
			Mobilization 5%	\$7,564.92
			Contingency 10%	\$15,129.83
			Total	\$173,993.05
	SANITARY SEWER CONSTRUCTED IN PHASE 1 AND COMPLETED			

EXHIBIT F

SPECIAL PROVISIONS APPLYING TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

This Exhibit F is attached to and incorporated into that certain Memorandum of Agreement for Public Improvements for the Carriage Hill Filing 1 Subdivision by and between the Town of Frederick, a Colorado municipal corporation and Carriage Hills, LLC a Colorado Limited Liability Corporation (the “DEVELOPER”). In the event of any conflict between any paragraph, sentence or clause of this Exhibit F and similar provisions elsewhere in the MOAPI, the paragraph, sentence, or clause of this Exhibit F shall control.

1. Town Obligations

Town reimbursement to DEVELOPER for public improvements (“Town Participation”) is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in due course by the Board of Trustees. Town does not warrant that funds will be available to fund this Agreement beyond the fiscal year in which it was executed.

The TOWN shall reimburse the DEVELOPER for the actual cost of construction for the construction of Maple Street west of centerline adjacent to Town owned property. The TOWN’s portion of the cost of these improvements shall not exceed \$173,993.05.

All payments of Town obligations to Developer under this item shall be made only after appropriation by the Board of Trustees, and shall be payable upon the later of: (1) 60 days after DEVELOPER’s delivery to the Town of an invoice for the improvements for which reimbursement is sought, supported by commercially reasonable, itemized documentation; or (2) 60 days after conditional acceptance of the improvements for which reimbursement is sought.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-55**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING AN UPDATED MEMORANDUM OF AGREEMENT FOR
PUBLIC IMPROVEMENTS FOR CARRIAGE HILLS FILING 1 SUBDIVISION**

WHEREAS, the Town of Frederick entered into the Memorandum of Agreement for Public Improvements (MOAPI) For Carriage Hills Filing No. 1 effective February 18, 2005; and

WHEREAS, the Town of Frederick approved the dedication of Right-of Way on December 14, 2021 to facilitate the construction of Maple Street; and,

WHEREAS, an amendment to the MOAPI is needed to reflect the updated costs and exhibits contemplated by the Final Plat maps for the Carriage Hill Filing 1 Replat A; and,

WHEREAS, the Town is an owner of property abutting Maple Street as platted and is therefore responsible for a proportional share of the construction costs for Maple Street; and,

WHEREAS, the MOAPI Amendment has detailed the anticipated cost for the improvements subject to appropriation of funds by the Board.

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

Section 1. The First Amendment to the Memorandum of Agreement for Public Improvements for Carriage Hill Filing 1 attached hereto as Exhibit A is approved. The mayor is hereby authorized to execute the agreement.

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 14TH DAY OF JUNE 2022.

ATTEST:

TOWN OF FREDERICK

By _____

By _____

Meghan C. Martinez, MMC, Town Clerk

Tracie Crites, Mayor