



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, May 24, 2022

6:30 PM

Please note that the zoom meeting application is provided for the convenience of parties interested in watching the proceedings of the Board of Trustees Meetings. Individuals who would like to provide public comments must do so in person or provide a written statement to the Town Clerk by 6:00 P.M. the day of the meeting.

For questions regarding public comment policies, please reach out to the Town Clerk's Office. If you require a special accommodation please contact the Clerk's Office at mmartinez@frederickco.gov

Meghan Martinez is inviting you to a scheduled Zoom meeting.

Topic: Board of Trustee Meeting - Regular Meeting

Time: May 24, 2022 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85464604285>

Meeting ID: 854 6460 4285

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Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, May 24, 2022

6:30 P.M.

Board Group and Individual Photos

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Public Comment:

Staff Reports:

- A. Administrative Report – Bryan Ostler, Town Manager
- B. Town Clerk's Report – Meghan Martinez, Town Clerk

Consent Agenda:

- C. April 12, 2022 Minutes – Meghan Martinez, Town Clerk
- D. April 19, 2022 Minutes – Meghan Martinez, Town Clerk
- E. April 26, 2022 Minutes – Meghan Martinez, Town Clerk
- F. Resolution 22-R-41 Adopting the Town of Frederick Long-Term Water Supply Plan – Kevin Ash, Engineering Director
- G. Resolution 22-R-42 Accepting a Dedication of Right of Way from Sandra S. Halleck – Jason Berg, Engineer

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- H. Resolution 22-R-43 Creating an Ad-Hoc Land Use Code Revision Committee – Meghan Martinez, Town Clerk
- I. Resolution 22-R-44 Removing Specific Time Requirements for the Termination of Town Board Meetings – Meghan Martinez, Town Clerk

Action Agenda:

- J. Resolution 22-R-45 Approving an Updated Memorandum of Agreement for Public Improvements for Clearview Villages – Jason Berg, Engineer
- K. Resolution 22-R-46 Accepting a Grant of Utility Easement from Wagscap, LLC – Zackery Roberson, Engineer
- L. Appointment of a Mayor Pro Tem – Meghan Martinez, Town Clerk and Jason Meyers, Town Attorney

Discussion Agenda:

- M. Appointments to Various Commissions and Committees – Meghan Martinez, Town Clerk

Mayor and Trustee Reports:



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: May 24, 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):

- May 31st – No Meeting – 5th Tuesday
 - June 7th – Work Session
 - June 14th – Regular Meeting
 - June 21st – FURA and Work Session
 - June 28th – Regular Meeting
-

Parks and Open Space Department

- *POST Commission Meeting – May 4, 2022*
 - Staff presented a draft RFQ to recruit a consultant to lead the Community Parks Plan effort. POST Commissioners provided input for a first revision.
 - Discussed Cyanobacteria (Blue Green Algae) monitoring and management for the 2022 season. Staff recommended we follow CDPHE's guidance on Recreational Water Management for Cyanobacteria and Commissioners agreed. Signage has been procured and will be introduced when a bloom occurs. Staff is working on improved public relations for this effort.
 - Assistant Town Manager Ryan Johnson gave the Commission a detailed update on development around Town.
- *Parks, Open Space and Trails*
 - Fertilized all Parks the 2nd week of May.

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- Sprayed all trail corridors and some parks for weeds. Began spraying open spaces for vegetative control.
- Continued addressing a myriad of irrigation issues across the system. A full system audit should be complete by early June. Several deficiencies have been noted as priority capital projects, particularly at Johnson Farm, Eagle Valley, Rinn Valley and No-Name Parks.
- Began mowing operations.
- Assisted the Golf Course with irrigation repairs and re-seeding of turf.
- Re-seeded major portions of several park areas due to winter desiccation including Rinn Valley, Johnson Farm, No-Name West, No-Name and Eagle Valley. Will follow up with another round at other parks in late May.
- Hosted a volunteer group from New Energy Structures Company at FRA and they re-built the rock stairs on the east side of the dam.
- Completed several repairs to the restrooms due to past vandalism.
- Worked on the Colorado Boulevard trail tunnel to host the Carbon Valley Marathon.
- Assisted CPW on stocking efforts at Milavec Reservoir.
- Installed aerators, fountains and bubblers in all irrigation ponds including the golf course and had several raw water structures addressed by a contractor.
- *Golf*
 - Continued hosting Junior Programs.
 - Began Men's and Women's Leagues and will begin Couple's League in June.
 - Hosted Family Day at the Course on May 14th with over 200 participants.
 - Installed new pergola and patio awnings outside of the clubhouse.
 - Continued re-seeding turf loss areas around the course including all of 9 green.
 - Addressed several irrigation issues throughout the course.
 - Continued mowing operations.
 - Installed ball washers and water coolers for the season.

Police Department

- *Police Officer Hiring.* We continue recruitment and testing of police officer candidates. Although applications have slowed and there seems to be an industry wide shortage of good candidates, we continue our effort to find quality officers that will meet the standards our citizen have come to expect. With two new officers still in field training, we are still trying to fill three open positions.
- *Sergeant Selection Process* - The department recently conducted an internal selection process for our open patrol sergeant position. This was a very difficult and competitive process consisting of oral interviews, a simulated counseling session and a tactical exercise. Congratulations to Officer Jerry Armstrong who was selected to be our next sergeant. Jerry will begin his new duties as of May 22, 2022. Great work Jerry!
- *SWAT Team Selection Process* – Congratulations to Officer Ian Austin and Officer Tyler Farson who were both selected as members of the Longmont Police Department SWAT Team. Both officers excelled in the difficult selection process which consisted of a grueling fitness test, an internal background review, peer evaluation, oral board interview, tactical exercise and a presentation that the candidates developed about their past experiences and accomplishments in law enforcement. Great work, Ian and Tyler!

Public Works

- *Streets.*
 - Regraded CR 20 ½ due to resident concerns.
 - Sprayed street cracks for weed abatement,
 - Street sweeping schedule continues. Downtown Frederick, Parkview, Mapleridge, Coalridge and Clark Ranch Phase I.
- *Water.*
 - Working with contractor to relocate 8 inch irrigation line into Town easement along Tipple Parkway.
 - Working with resident in Raspberry Hill regarding high water usage.

- Finished cleanup and repaired concrete at 5771 E. Wetlands Drive from possible water leak.
- Flushing of hydrants in old town Frederick, Angel View, and Savannah subdivisions.
- Eleven (11) final reads and two (2) new meter installs in Silverstone Subdivision.
- Buildings.
 - Moving furniture and assembled new furniture at Town Hall.
 - HVAC Maintenance at Town Hall
 - Addressed rodent issues at the Police Department.
 - Tear out and redo landscaping at Administrative Services Building
 - Repair roof leak at Engineering Building,
 - Installation of pergola at Bella Rosa Golf Course.
 - Installation of Security Cameras at Skatepark.
- Open Space
 - Start of open space moving season.
- Stormwater
 - PW crews working on clearing inlets, outlets and trickle channels for proper drainage.
- Miscellaneous
 - All wood sculpture sealed for summer season
 - Responded to Wyndham Hill resident about mud along Wyndham Hill Parkway and Roundabout at Aggregate Boulevard. KPK contacted and billed appropriately.
 - Cleaned out Colorado Boulevard tunnel for 5K event.
 - Regraded west side of skatepark due vandalism. Bill submitted for restitution.
 - All curbs in Downtown area have been painted.
 - 82 locates completed.
 - Participated in 3rd grade community tour for Thunder Valley K8.
- Training
 - Hands-on training for fire hydrant repairs.
 - Public Works Director and Assistant Public Works Director attended Rocky Mountain Public Works Institute Classes. The program will be completed in December.



Town of Frederick Memorandum

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: May 20, 2022

SUBJECT: Town Clerk's Report

- *Commission/Committee Updates*
 - Scholarship Committee
 - Working with the committee to schedule interviews with candidates.
 - Historic Committee
 - Nancy Bergen conducted tours for Thunder Valley K-8 third graders.
- *Municipal Court*
 - Working with Attorney Meyers on Municipal Court Judge process.
 - We are welcoming Assistant Town Clerk Emily Nitcher on Monday. Emily will be assuming the Municipal Court duties, assisting the Deputy Town Clerk with business and liquor licensing and working on departmental projects with the team. We are very excited to have Emily on Board!
- *Third Grade Tours*
 - Staff conducted tours for Thunder Valley K-8 3rd Grade classes. The students visited the Fire Station, Police Department, Museum, and Town Hall and met with Public Works. Thank you to Trustee Lamach for your assistance with the mock board meetings. The students had some great ideas about swimming pools, recess before lunch, and adding a Boondocks to Frederick.
- *Training*
 - Deputy Town Clerk Taylor Kittilson is attending the International Municipal Clerks Conference in Little Rock this week. We are grateful for the opportunity for Taylor to learn new techniques as well as meet Clerk's from across the globe.

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Town of Frederick Board of Trustees

Regular Hybrid Board Meeting Minutes

Frederick Town Hall, 401 Locust Street

April 12, 2022

Call to Order: At 7:09 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Mahan, Lamach, O'Neal and Padia. Trustee Brown was not present, his absence was excused. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Special Presentations:

Frederick High School Booster Club Community Funding Request: Chris Tone, 655 Aspen Circle, presented the proposed request. Motion by Mayor Pro Tem March and seconded by Trustee Padia to approve \$2000 for the FHS Booster Club. Upon roll call vote, motion passed unanimously.

Carbon Valley ½ Marathon Community Funding Request: Mike Sindelar and Monica Vickers presented the request. Motion by Mayor Pro Tem March and seconded by Trustee Padia to approve \$1500 for the Carbon Valley ½ Marathon. Upon roll call vote, motion passed unanimously.

Public Comment:

Mayor Crites indicated that no one had signed up for public comment.

Staff Reports:

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

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

Consent Agenda:

Motion by Mayor Pro Tem March and seconded by Trustee Mahan to approve the consent agenda which included the following items:

- March 8, 2022 Minutes
- March 22, 2022 Minutes
- Resolution 22-R-29 Adopting the Town of Frederick Outfall System Plan
- Resolution 22-R-30 Accepting and Ratifying a grant of Utility Easement from Sandra s. Halleck

Upon roll call vote, motion passed unanimously.

Action Agenda:

Resolution 22-R-31 Authorizing the Purchase of 1 Unit of C-BT Water from Danna Marie Ortiz: Engineer Sarah Watson presented. Motion by Mayor Pro Tem March and seconded by Trustee Lamach to approve Resolution 22-R-31. Upon roll call vote, motion passed unanimously.

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Resolution 22-R-32 Authorizing the Purchase of 6 Units of C-BT Water from Hank and Betty, LLC: Engineer Sarah Watson presented the proposed resolution. Motion by Mayor Pro Tem March and seconded by Trustee Mahan to approve Resolution 22-R-32. Upon roll call vote, motion passed unanimously.

Resolution 22-R-33 Authorizing the Purchase of 7 Units of C-BT Water from Zabka Farms, LLC: Engineer Sarah Watson presented. Motion by Mayor Pro Tem March and seconded by Trustee Lamach to approve Resolution 22-R-23. Upon roll call vote, motion passed unanimously.

Public Hearing Ordinance 1374 Amending Article 1 and Article 3 of the Frederick Land use Code, Specifically Sections 1.152 and 3.4 to Clarify Locations within Town where Cemeteries may be permitted:

At 7:58 Mayor Crites opened the public hearing.

Ali vanDeutekom presented the proposed Ordinance.

At 8:02 Mayor Crites closed the public hearing.

Motion by Mayor Pro tem March and seconded by Trustee Padia to approve Ordinance 1374. Upon roll call vote, motion passed unanimously.

At 8:03 Mayor Crites called for a brief recess.

At 8:14 Mayor Crites reconvened the meeting.

Resolution 22-R-34 Award a Contract for Silver Birch Boulevard and Godding Hollow Parkway Intersection Improvement Design and Authorizing the Town Manager to Execute the Contract: Engineer Jason Berg presented the proposed resolution. Motion by Mayor Pro Tem March and seconded by Trustee Padia to approve Resolution 22-R-34. Upon roll call vote, motion passed unanimously,

Motion by Mayor Pro Tem March and seconded by Trustee Mahan for staff to investigate acquisition of Right of Way along Godding Hollow for sidewalk installation. Upon roll call vote, motion passed unanimously.

Resolution 22-R-35 Authorizing the Termination of a Reservoir Reservation Easement: Engineer Sarah Watson presented the proposed resolution. Motion by Trustee Lamach and seconded by Trustee Padia to approve Resolution 22-R-35. Upon roll call vote, motion passed unanimously.

Ordinance 1375 Directing Staff to Seek Requests for Proposals for Auditing Services for the 2022 Fiscal Year. Administrative Services Officer Jason Leslie presented. Motion by Trustee ONeal and seconded by Trustee Mahan to approve Ordinance 1375. Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Trustee Mahan: He thanked everyone for running and welcome Chad. He thanked Trustee ONeal for his hard work and dedication.

Mayor Pro Tem March: Thank you to Meghan for another smooth election.

Trustee Lamach: He wished Adam a good trip. Thanks to Meghan, the staff and the judges for the election.

Trustee ONeal: Motion by Trustee ONeal and seconded by Mayor Pro Tem March to repeal the resolution that limits the time of Board meetings. Upon roll call vote, motion passed unanimously.

Mayor Crites: She mentioned the road maintenance. She also addressed public comment at meetings, staff was asked to transition to public comment in person and only virtual if there is an accommodation needed.

There being no further business of the Board, Mayor Crites adjourned the meeting at 9:01 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk



Town of Frederick Board of Trustees

Special Hybrid Board Meeting Minutes

Frederick Town Hall, 401 Locust Street

April 19, 2022

Call to Order: At 5:46 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Mahan, Lamach, and ONeal. Trustees Brown and Padia were not present, their absences were excused. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Action Agenda:

Consideration of Approving an RFP for Municipal Judge Services: Town Clerk Meghan Martinez presented the proposed RFP. Motion by Mayor Pro Tem March and seconded by Trustee Mahan to approve the RFP as presented. Upon roll call vote, motion passed unanimously.

There being no further business of the Board, Mayor Crites adjourned the meeting at 6:06 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk

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Town of Frederick Board of Trustees

Regular Hybrid Board Meeting Minutes

Frederick Town Hall, 401 Locust Street

April 26, 2022

Call to Order: At 7:00 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Lamach, O'Neal Brown, and Padia. Trustee Mahan was not present, his absence was excused. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Special Presentations:

Frederick High School Musical Theater Program: Bethany, Ethan, and Michael with the FHS Musical Theater Program presented the community funding request. Motion BY Trustee O'Neal and seconded by Trustee Lamach to approve \$2000 for the FHS Booster Club for the Musical Theater Program. Upon roll call vote, motion passed unanimously.

Public Comment:

Tina Martin with the Carbon Valley Park and Recreation District spoke in support of the district's ballot referendum.

Staff Reports:

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

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

Consent Agenda:

Motion by Mayor Pro Tem March and seconded by Trustee Padia to approve the consent agenda which included the following items:

- List of Bills
- Resolution 22-R-36 Cancelling the Regular Board Meeting Scheduled for May 10, 2022
- Ordinance 1376 Amending Chapter 2, Article III of the Frederick Municipal Code Concerning Commissions and Committees

Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Trustee O'Neal: It has been a long eight years of being active in local government. There has been a lot of change in the community. He mentioned the stop sign at Fire Department at Tipple as well as the inlet at 300 block of Tipple Parkway. He asked for those items to be explored. He is excited about how we are doing our capital projects. He encouraged the board to focus on our streets and roads. A continued focus on infrastructure is important. The vision of the residents show up in our master plans. He would like to challenge the Board to argue points to make sure the resident's voices are heard. The time is coming near for each community to take over recreation for their own community.

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Trustee Padia: She thanked Rusty for his service.

Trustee Brown: He thanked Rusty for his service.

Mayor Pro Tem March: He thanked Rusty for always giving his honest opinion.

Trustee Lamach: He thanked Rusty for his service.

Mayor Crites: It has been a pleasure to serve with Rusty. He challenges the status quo and brings a perspective that is not always on the dais. Special thank you to Trustee O'Neal's family. Frederick is better for his service.

At 7:45 Mayor Crites called for a recess

At 7:54 Mayor Crites reconvened the meeting.

Town Clerk Martinez swore in Trustees teVelde, Padia, and March.

Consent Agenda:

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

- Resolution 22-R-37 Appointing a Town Attorney
- Resolution 22-R-38 Appointing a Town Clerk
- Resolution 22-R-39 Appointing a Town Treasurer
- Resolution 22-R-40 Appointing a Town Manager

Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Trustee teVelde: He appreciates the opportunity to service and is excited about the future.

Trustee Lamach: He mentioned how great the signs are on Colorado Boulevard. He asked about water conservation and the Penrose development. He mentioned the condition of Bella Rosa and asked for an update on that road.

Trustee March: He noticed that Rusty and Gage went to the APWA conference. He would like an update at an upcoming meeting.

Trustee Brown: He expressed concerns about the new bicycle law. He requesting adding Board compensation to the budget process and compensation study. He would like to see ways to get voter turnout up.

Trustee Padia: She welcomed Chad to the team. Looking forward to another four years.

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

At 8:20 Mayor Crites recessed the meeting to go into executive session.

At 10:05 Mayor Crites reconvened the meeting.

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

There being no further business of the Board, Mayor Crites adjourned the meeting at 10:07 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Long-Term Water Supply Plan Adoption

Agenda Date: Town Board Meeting - May 24, 2022

Attachments:

- a. Long-Term Plan document
- b. Resolution 22-R-41

Finance Review:

Administrative Services

Submitted by:

Kevin Ash

Engineering Director

Approved for Presentation:



Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

This Long-Term plan aligns with the Town's Strategic, Reliable & Sustainable Infrastructure goal. This goal includes completing a 50-year plan which is the Long-Term Water Supply plan. This planning effort will assist the Town in its efforts to invest in the future and existing water portfolio while planning for sustainable growth and development.

Summary Statement:

To manage the Town's water supplies efficiently and develop a plan for meeting the water demands of the community, Element Water Consultants were contracted to prepare a Long-Term 50-Year Water Supply Plan. The same consultants completed the Water Efficiency Plan and Short-Term 10-year Water Supply Plan.

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Detail of Issue/Request:

Engineering staff and Element presented the draft 50-year plan to the Board at a work session on April 19th. The plan includes a discussion of the Town's current water portfolio which includes 4,373 units of Colorado-Big Thompson water units and seven units of unfirmed Windy Gap water. The Town currently has a demand of about 2000 acre-feet per year (AFY). As the Town grows there will be an increase in water demand from the Town's customers. Within the next 50-years the Town's demand may increase to over 7500 AFY based on the current growth rate using low conservation factors. With the Town's current portfolio, there will be a deficit in the water supply vs water demand. The projects that will increase the Town's future potable water supply is the Northern Integrated Supply Project (NISP), a local water treatment plant, reuse water, expansion of Milavec Reservoir, and future additional native supplies and regional projects and partnerships.

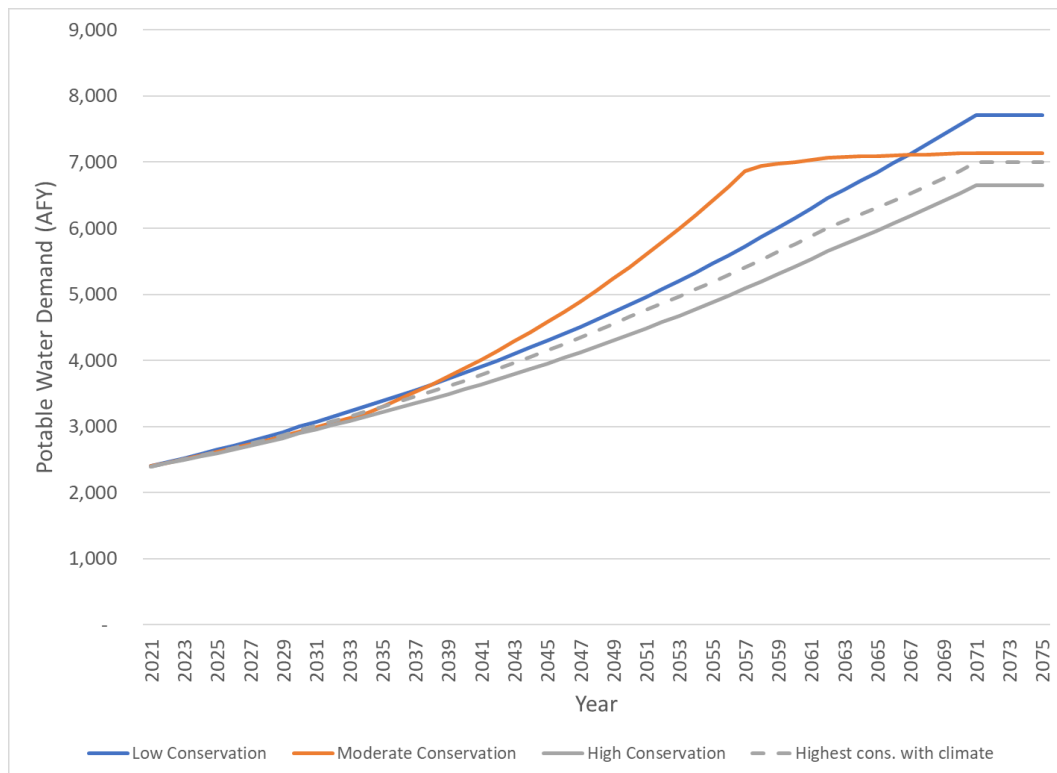


Figure 7: Annual Potable Water Demand Projections, 2021-2075

The Town's raw water supplies were also modeled to project long-term demands. The shortage in raw water demands is much less than the shortage in potable water. The sources identified as supplies for the Town are Lower Boulder Ditch shares, storage rights, and the prospective Lower Boulder Ditch changed shares. Another source that could be used for non-potable uses in the future is reuse water. The plan also identifies how some of the raw water supplies can be used to meet a portion of the Town's potable demands in the future.

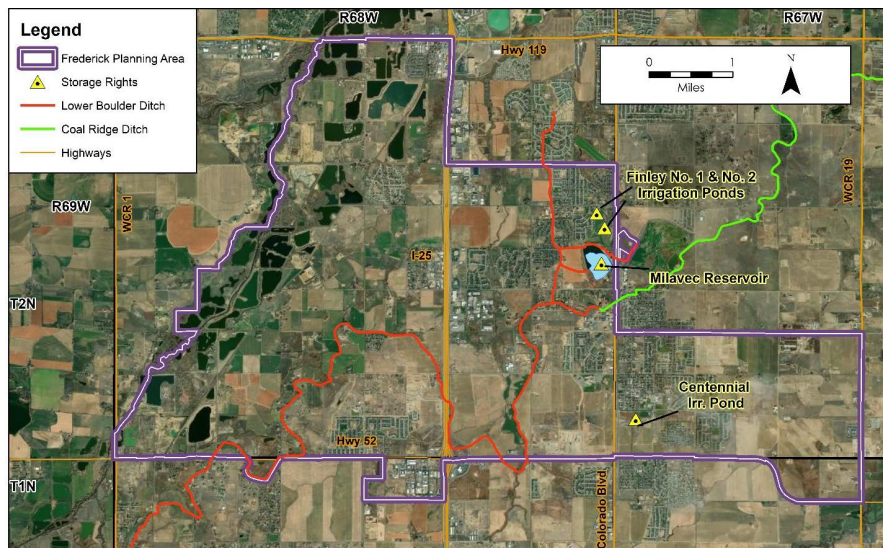


Figure 9: Existing Raw Water Supply Locations Map

This plan recommends that the Town complete a Reuse Plan to identify the total volume of water that can be captured as wastewater and irrigation return flows. The plan highlights the need to continue to investigate and pursue regional projects and partnerships. In addition to these recommendations another way to decrease the Town's shortage of water supplies is to acquire additional native supplies which can be diverted from Boulder Creek and delivered to the Town. These will need to be changed water rights. Lastly, the plan identifies the need to begin feasibility planning for a treatment plant at Milavec. This plant can be used to treat Lower Boulder rights and Milavec storage rights similar to the Town's operations in the mid-1900s. The existing treatment plant east of Milavec would need to be upgraded to treat water from Milavec again.

All of the efforts identified in the plan as recommendation is in addition to the recommendations from the 10-year plan. These include purchasing additional CBT, a unit of Windy Gap, monitoring the NISP project, water conservation, potable to raw conversions of parks and large irrigators, and the Lower Boulder Ditch change case.

Legal Comments:

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

Alternatives/Options:

The Town Board may request additional revision be made to the plan.

Financial Considerations:

Staff will budget as appropriate for the recommended actions of the plan.

Staff Recommendation:

It is staff's recommendation to the Board to approve resolution 22-R-41 adopting the Long-Term Water Supply Plan and direct staff to begin the work identified in the plan.



LONG-TERM WATER RESOURCES PLAN TOWN OF FREDERICK

401 LOCUST STREET
FREDERICK, CO 80530
(720) 382-5500

MAY 13, 2022



401 LOCUST STREET
FREDERICK, CO 80530
(720) 382-5500

LONG-TERM WATER RESOURCES PLAN TOWN OF FREDERICK

PREPARED BY



www.elementwaterinc.com
(303) 481-2365

MAY 13, 2022

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TOWN OF FREDERICK LONG-TERM WATER RESOURCES PLAN

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List of Attachments

- A. Illustrative Implementation Timelines
- B. Summary of Nearer-Term Action Items Identified in the Long-Term Water Resources Plan

List of Abbreviations

10-Year Plan	10-Year Water Resources Plan
2008 Raw Plan	2008 Raw Water Master Plan
2022 WEP	2022 Water Efficiency Plan
ac	acre
AF	acre-feet
AFY	acre-feet per year
C-BT	Colorado-Big Thompson Project
Central Weld	Central Weld County Water District
CRDC	New Coal Ridge Ditch Company
Frederick	Town of Frederick
GIS	Geographic Information System
gpcd	gallons per capita per day
I-25	Interstate 25
LBDC	New Consolidated Lower Boulder Reservoir and Ditch Company
LIRFs	lawn irrigation return flows
Long-Term Plan	Long-Term Water Resources Plan
NISP	Northern Integrated Supply Project
Northern Water	Northern Colorado Water Conservancy District
SVSD	Saint Vrain Sanitation District
SWSP	Substitute Water Supply Plan
Technical Update	Colorado Water Plan Technical Update
Town	Town of Frederick
WCR	Weld County Road
WEP	Water Efficiency Plan
WTP	water treatment plant
WWTF	wastewater treatment facility

List of Key Definitions

Dependable Yield	Amount of water that can be delivered on a reliable basis. Typically determined by the historical yield in dry years, but Windy Gap supply
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TOWN OF FREDERICK LONG-TERM WATER RESOURCES PLAN

	is also limited by West Slope storage space and tunnel capacity in wet years.
Dual Water System	System with separate infrastructure that enables potable supplies to be used for domestic demands and raw supplies to be used for outdoor irrigation.
Master Meter	Water meter through which the Town's potable water supply on the east side of I-25 is delivered by Central Weld to the Town for distribution.
Potable	Municipal water supply treated to drinking water quality standards.
Raw	Non-treated municipal water supply available for irrigation use. Synonymous with "non-potable."
Raw Losses	Losses occurring between the source of supply and the point of delivery to the Town's raw water customers.
Surcharge/Loss	Equal to 25% of the volume delivered to the Town's potable customer meters on the east side of I-25. Includes contractual obligations to Central Weld and other potable system losses.
Water Demand	Potable water demand is the volume of water required at the water treatment plant, including Surcharge/Loss. Raw water demand is the projected water use plus Raw Losses.
Water Meter	Instrument used to measure the volume of water delivered to a customer.
Water Use	Volume of water measured at the customer water meter.
Water Use Factor	Factors developed to represent baseline indoor and outdoor water use for each customer category (e.g., residential and commercial) per representative unit (e.g., per capita or per account).

Acknowledgements

ELEMENT would like to thank the following Town of Frederick staff who were instrumental in the development of this Long-Term Water Resources Plan:

- Bryan Ostler, Town Manager
- Kevin Ash, Engineering Director
- Sarah Watson, Civil Engineer

Town staff and ELEMENT would also like to thank Frederick's Board of Trustees for its review and support of the Long-term Water Resources Plan. It is with your support that the Town of Frederick will continue to provide a reliable drinking water supply to residents and businesses into the future.

- Tracie Crites, Mayor
- Dan March, Mayor Pro Tem
- Kevin Brown, Trustee
- Mark Lamach, Trustee
- Adam Mahan, Trustee
- Rusty O'Neal, Trustee
- Windi Padia, Trustee

1. INTRODUCTION

The Town of Frederick (Frederick or Town herein) is located in southern Weld County, Colorado, situated along Interstate 25 (I-25) and generally north of Highway 52 (**Figure 1**). Frederick provides potable water service to customers located east of I-25 as well as raw water to customers within the Town's boundaries. The Town has an agreement with Left Hand Water District to supply potable water to customers located west of I-25. The water demands considered as part of this Long-Term Water Resources Plan (Long-Term Plan) include potable demands for customers east of I-25 and raw demands throughout the Town's entire "planning area" that extends to Highway 119 to the north, Weld County Road (WCR) 1 to the west, and WCR19 to the east (**Figure 1**).

Frederick was established in 1907 adjacent to the Denver Pacific Railway because local coal deposits in the "Carbon Valley" area were being used to supply fuel for locomotives. Over time, Frederick's major industry shifted from coal mining to be more diversified with manufacturing, oil and gas operations, and construction. I-25 was completed in 1969 and linked the Carbon Valley with Interstate 70 and the rest of the Front Range region, thereby expanding opportunities for industrial and suburban-style growth and development. Frederick has been experiencing significant growth, which generally aligns with the job and population growth experienced in recent decades across the Colorado Front Range. Frederick is a sought-after community that features a high quality of life and local businesses that serve Town residents, and consequently is attracting an increasing number of Boulder- and Denver-area commuters.

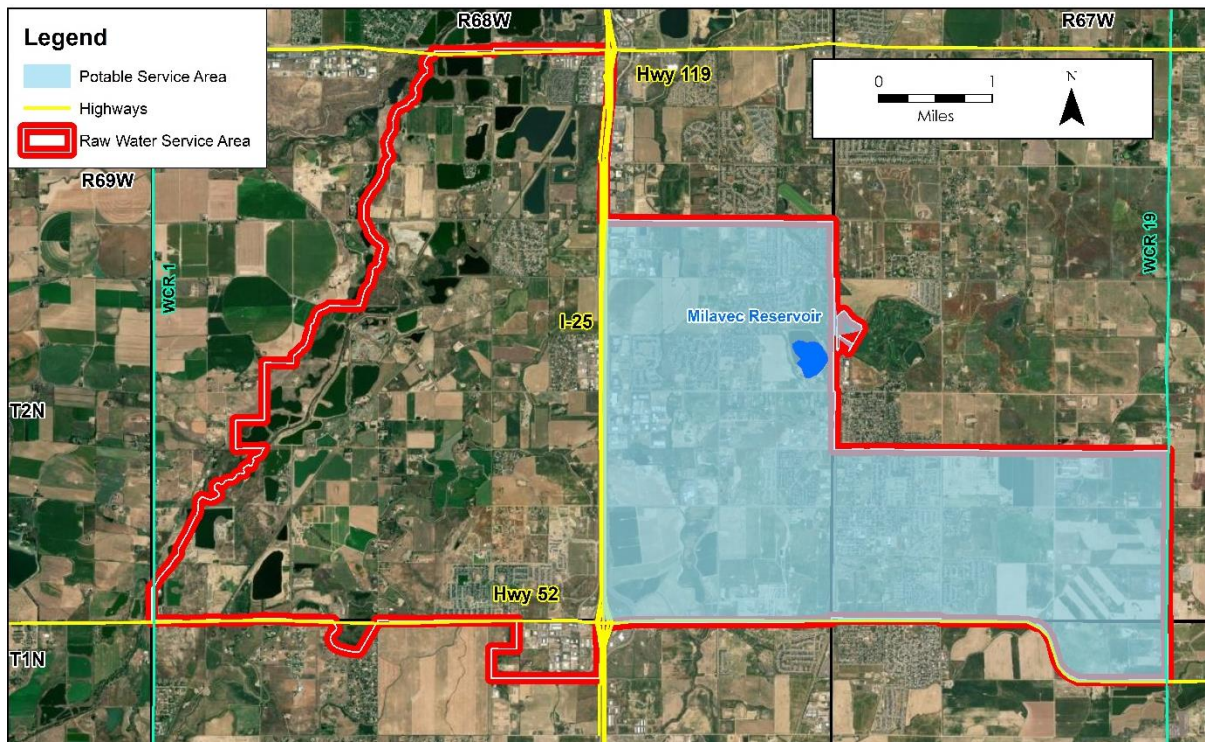


Figure 1: Town of Frederick General Location Map.

1.1 PURPOSE

Frederick has been experiencing significant population growth, and water demands are projected to continue increasing due to the relatively large amount of undeveloped land within its potable and raw service areas. The Town's current water supply portfolio is insufficient to meet its existing service commitments and projected raw and potable demands; however, Frederick is committed to developing and operating its water system to provide a dependable water supply to its current and future customers. To this end, the Town has undertaken efforts to update its water resources planning to evaluate demand-side and supply-side management options to provide a reliable water supply. This Long-Term Plan is intended to provide Town residents, staff, and the Board of Trustees with an understanding of the following:

1. Projected potable and raw demands over the next 50 years;
2. Demands that are capable of being met using supplies that the Town presently owns or is actively developing;
3. The range of projected future supply gaps; and
4. Recommended projects and implementation strategies for eliminating projected shortages.

The Town prepared water planning analyses as part of the Long-Term Plan effort to assess the ability of Frederick's water supply system to meet the Town's potable and raw water needs over the next 50 years. The Town used historical population and metered water use data to develop baseline potable water use factors, which were paired with growth projections and varying degrees of water efficiency¹ efforts and impacts of climate change to evaluate future potable demands. Potable demand projections are compared against the Town's existing and new supplies being developed to identify the range of projected shortages and identify recommended projects to close the supply gap.

Raw water demand projections were largely based on the Town's 2008 Raw Water Infrastructure Master Plan (2008 Raw Plan). The 2008 Raw Plan provides a comprehensive evaluation of then-current and future opportunities for the use of raw water supplies to meet non-residential irrigation demands throughout the Town. While prepared over a decade ago, the 2008 Raw Plan continues to provide the best-available representation of potential future raw water demands; however, refinements were made as appropriate using updated information provided by Town staff about recent and proposed development projects. The Town compared the raw water demand projections against its portfolio of ditch and storage water rights to assess the potential for future supply shortages and to demonstrate the need for the Town's pending Water Court application to change the use of a portion of its Lower Boulder Ditch shares.

This document is intended to support Frederick's decision-making regarding the implementation of water supply and demand-reduction projects, policy updates related to new development, and financial planning to address future water needs. Where necessary, the Town made reasonable planning assumptions based on the best-available information at the time of this effort; however, updates will be required as new information becomes available related to supply and demand conditions. The Long-Term Plan was developed under the direction of Town staff with input from the Board of Trustees.

¹ The terms "water conservation," "water efficiency," and "demand management" are generally interchangeable throughout this report.

TOWN OF FREDERICK LONG-TERM WATER RESOURCES PLAN

1.1.1 RELATED PLANNING EFFORTS

Frederick adopted a 10-Year Water Resources Plan on December 14, 2021 (10-Year Plan), which evaluated projected near-term potable and raw conditions and outlined a specific implementation plan for developing adequate supplies to meet projected demands over the next decade. The 10-Year Plan was intended to guide the path forward until additional potable supplies are anticipated to be available from the Northern Integrated Supply Project (NISP), as further discussed herein. The Town also updated its Water Efficiency Plan in 2022 (2022 WEP), building on the prior version prepared in 2011. The 2022 WEP evaluates potential demand reductions and the recommended timing for implementation of water conservation and efficiency programs to achieve the targeted reductions over the next 7 to 10 years.² Information from the 2022 WEP is integrated into the demand projections that were prepared as part of this Long-Term Plan. The Long-Term Plan complements the shorter-term planning efforts and is intended to guide actions that need to be implemented in the coming decades.

The Town's Comprehensive Plan, which was most recently updated in 2016, is used by the Town to help guide decision making related to new growth. Town staff relied upon land use information presented in the Comprehensive Plan (**Figure 2**), along with recent development trends, to develop growth projections that were used by the Town to prepare the water demand projections presented herein.

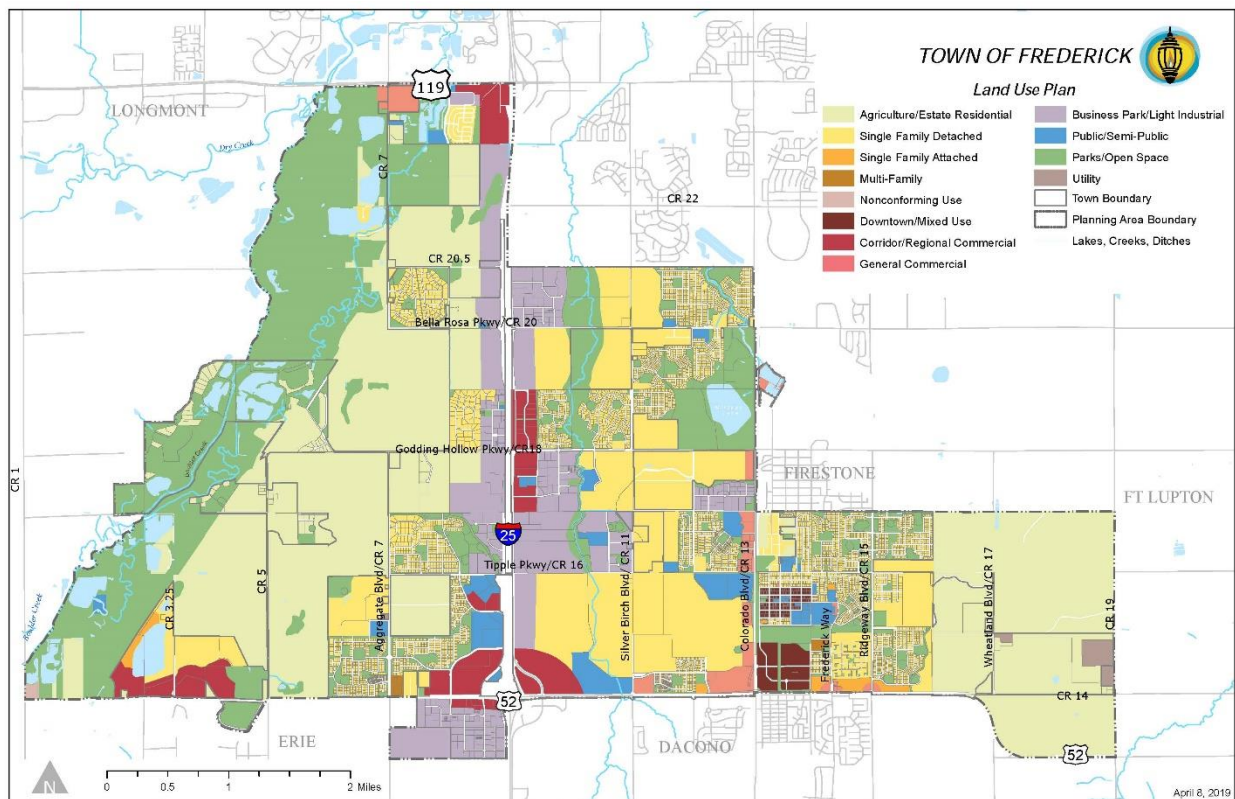


Figure 2: Town of Frederick Land Use Plan.

² The 2022 Water Efficiency Plan was adopted on March 22, 2022.

2. POTABLE SUPPLY AND DEMAND CONDITIONS

The purpose of this section is to summarize the Town's projected potable demands over the 50-year planning period compared against the Town's existing and planned new supplies to identify the range of projected shortages.

2.1 CURRENT CONDITIONS

The Town currently provides potable water service to a total of approximately 4,100 customer connections within its potable service area on the east side of I-25. The potable service area population was approximately 12,000 in 2020, and the total Town population has been growing at an average rate of 6.15% over the last 10 years (Simmons, 2021). Potable water demand has been increasing similarly (**Figure 3**).

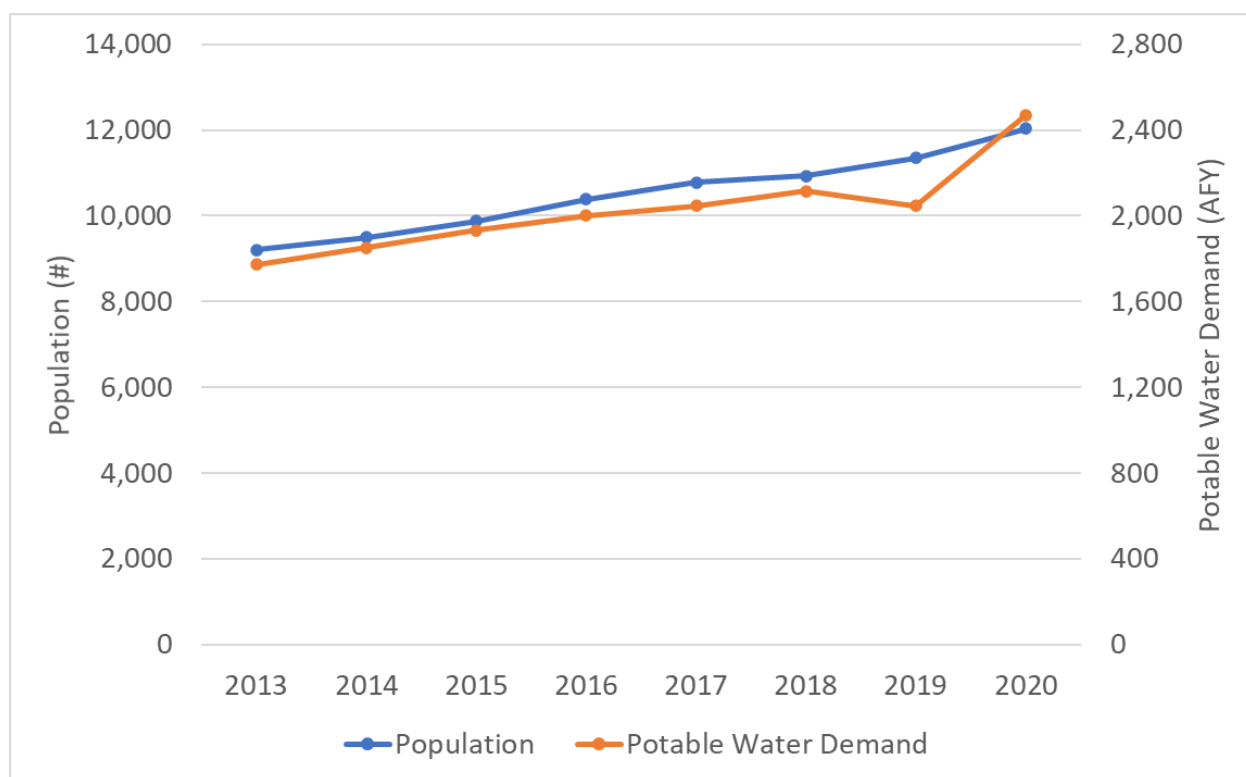


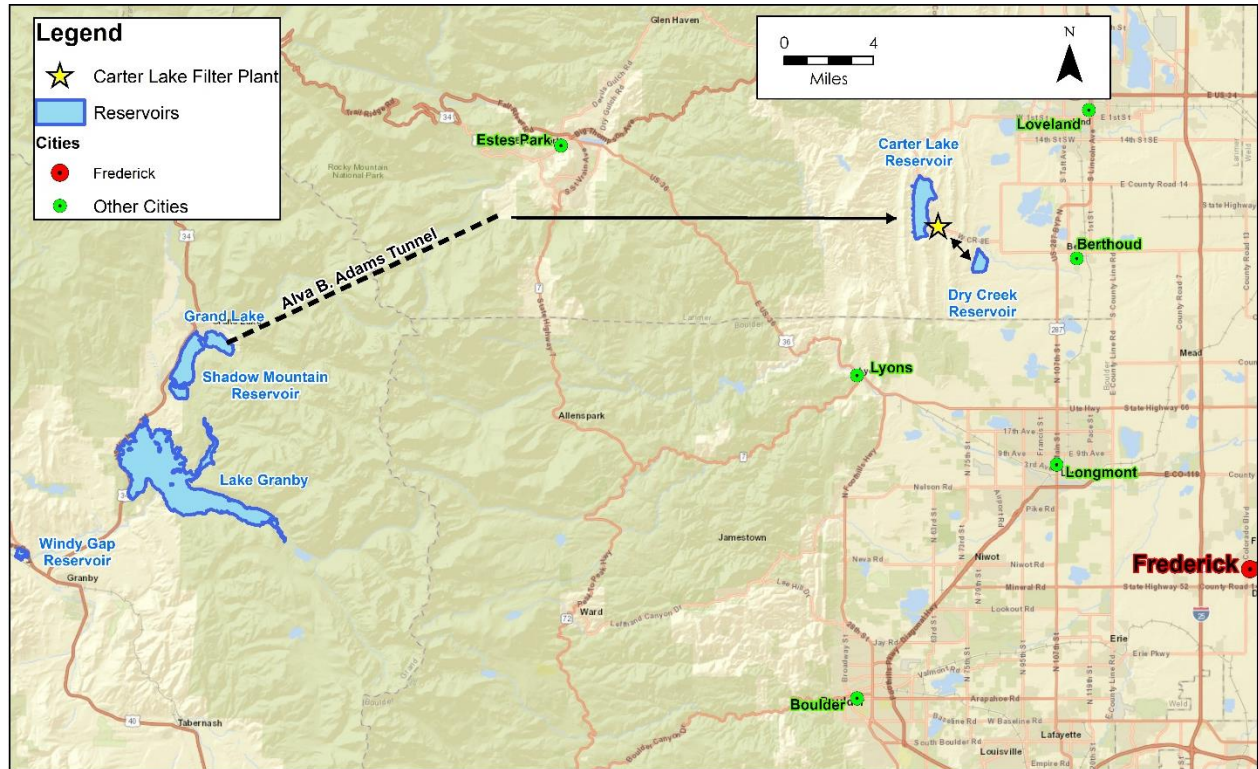
Figure 3: Historical Population for Potable Service Area and Potable Demand, 2013-2020.

The Town's existing potable water supply consists entirely of Colorado-Big Thompson (C-BT) project water,³ which is treated and delivered to the Town by Central Weld County Water District (Central Weld). Central Weld treats the Town's C-BT water at the Carter Lake Filter Plant, which is approximately 20 miles northwest of the Town (**Figure 4**), and then delivers water to the Town's master meters. Under the Town's potable water service agreement with Central Weld, Frederick must provide Central Weld with water in an amount equal to 120% of the volume delivered through the Town's master meters, which is intended to account for system, treatment, delivery, and metering losses (Frederick-Central Weld, 1998). In order to account for the contractual requirements with

³ The Town's Windy Gap supplies also may be used to meet potable demand; however, the Town only began taking delivery of those supplies in 2021 and has not yet used them to meet potable demands.

TOWN OF FREDERICK LONG-TERM WATER RESOURCES PLAN

Central Weld and additional losses between the master meters and the Town's customer meters, potable demand requirements were calculated to be 25% greater than the metered water use to account for "Surcharge/Loss." A schematic of the Town's current potable water system is provided on **Figure 5**.



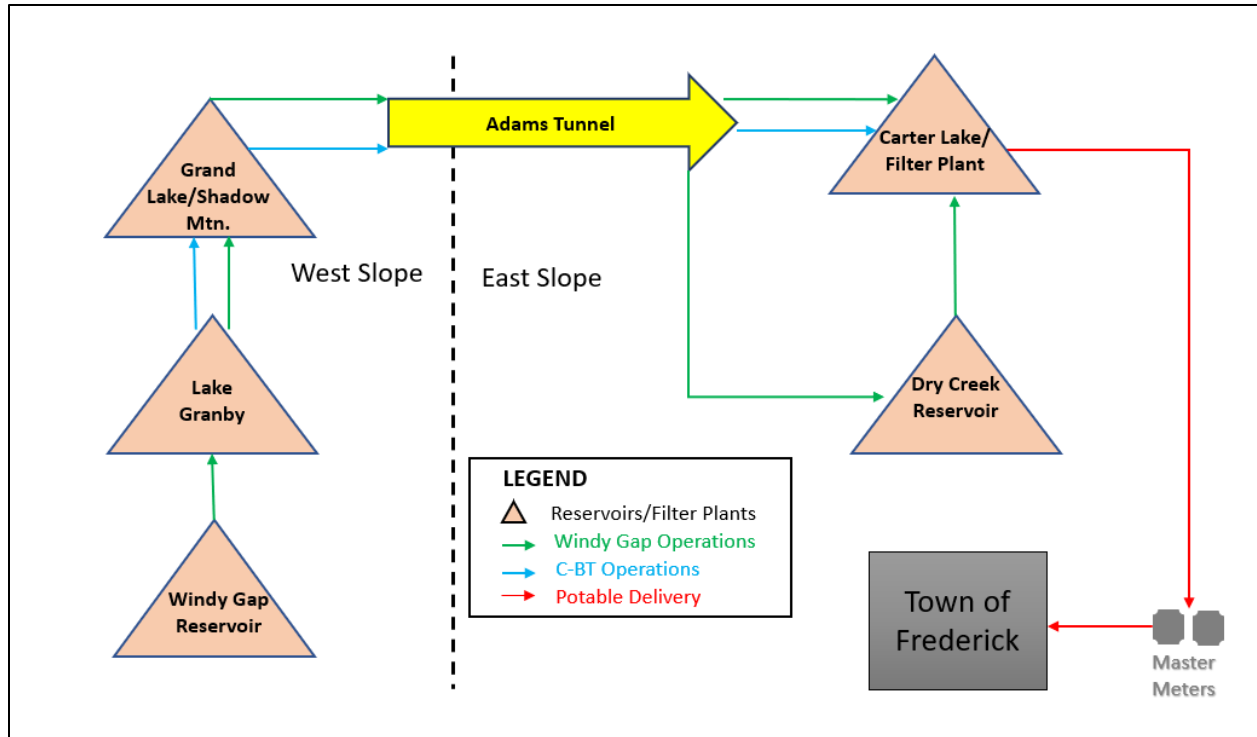


Figure 5: Current Potable Supply Schematic.

The C-BT Project is operated and administered by Northern Colorado Water Conservancy District (Northern Water). Northern Water determines the annual “quota” of water available to C-BT units, which has historically ranged from 0.5 to 1.0 acre-feet per year (AFY) per unit with an average of 0.74 AFY/unit from 1957 – 2020 (Northern Water, 2020). The Town currently owns 4,373 C-BT units, indicating that the total annual supply can range from approximately 2,190 to approximately 4,370 AFY depending on the annual quota and would average approximately 3,240 AFY based on historical conditions.

The Town’s current C-BT supplies are sufficient to meet current demands at a C-BT quota of 0.6 AFY/unit or higher; however, shortages are possible with a quota of 0.5 AFY/unit that would require the Town to implement demand management measures (e.g., watering restrictions). In addition to the Town’s current demands, there are pending development projects for which the Town has committed to provide water service using its current supply portfolio. The potable demand for these “pending commitments” is approximately 680 AFY, which exacerbates the potential for shortages under current supply conditions when that demand is added to the current demand (**Figure 6**). A key objective of the 10-Year Plan was to develop a clear path toward satisfying the Town’s existing service commitments and developing adequate supplies to support new commercial customers.

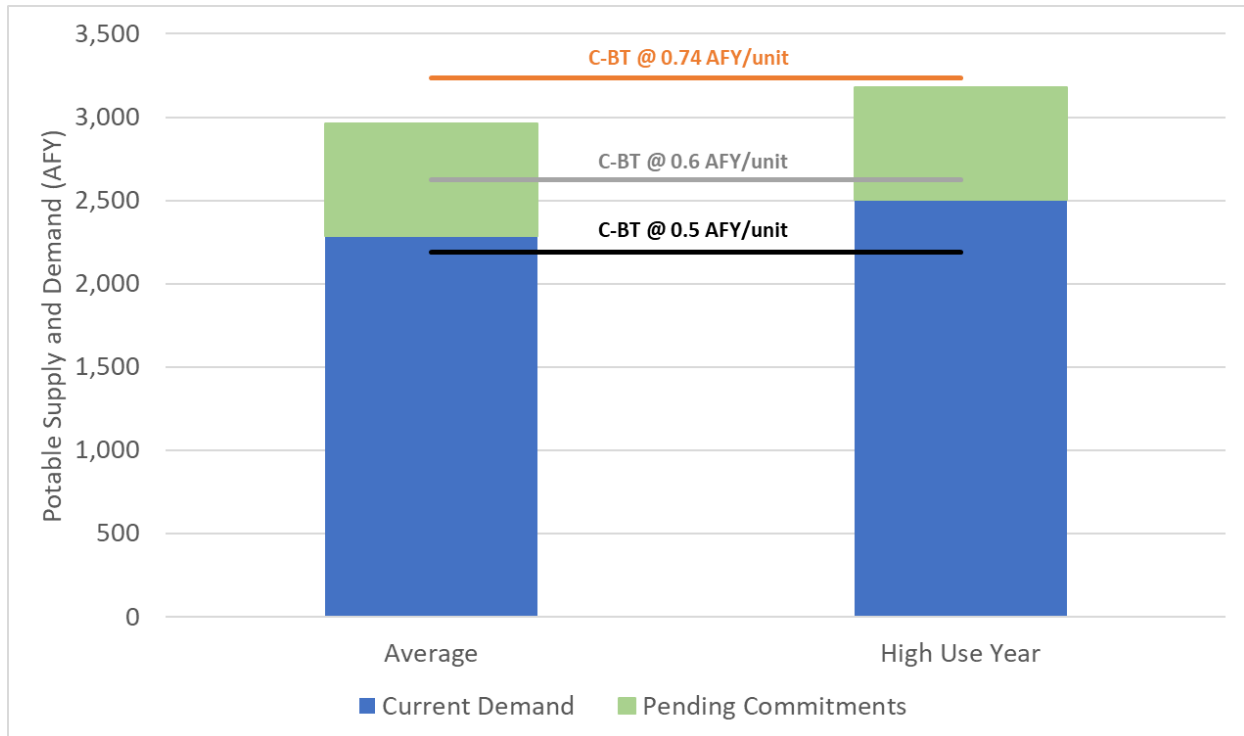


Figure 6: Frederick's Current Potable Supply and Demand Conditions.

2.2 POTABLE DEMAND PROJECTIONS

Baseline potable water use factors were developed for each of the Town's metered customer categories to be used for projecting the Town's future water demands. Residential (single-family plus multi-family) baseline water use factors were calculated on a per capita basis, expressed as gallons per capita per day (gpcd), while non-residential baseline water use factors were calculated based on the annual water use per account (AFY/account). These baseline water use factors, as further categorized as indoor and outdoor water use, represent current water use conditions.

A scenario-based planning approach was employed to project a range of future potable demands. This approach acknowledges that the future is uncertain and provides a range of reasonable future conditions to support the Town's long-term planning. Scenario-based methods are becoming more commonly applied to water planning and were recently relied upon in preparing statewide water demand forecasts as presented in the Technical Update to the Colorado Water Plan (Technical Update).⁴ Potential impacts to future water use from "demand drivers" including climate, technology, conservation, and growth were incorporated into the statewide projections through an adjustment to the baseline water use factors. This approach recognizes that many planning factors may have combined effects on future conditions. The methodologies used for preparing the Town's potable water demand projections were influenced by the methodologies used for the Technical Update, as further described below.

⁴ The Technical Update was published in 2019 by the Colorado Water Conservation Board (CWCB) to provide a consistent statewide framework for examining future water supply and demand under different planning scenarios and to provide tools and data for Basin Roundtables to update their Basin Implementation Plans and develop detailed local solutions to supply and demand gaps.

The Town prepared four future water demand planning scenarios by pairing the baseline water use factors with a set of demand drivers specified for each planning scenario, as described below and shown in **Table 1**. The demand drivers for water conservation, efficiency, and climate change impacts influence the magnitude of the projected demand over the 50-year period. Because all scenarios reach “buildout” within the 50-year period,⁵ the growth rate drivers only influence the timing of the demand projections. The following provides additional detail and assumptions for each of the demand drivers.

- **Population growth:** Based on information from the Town’s planning department, the maximum population for potable water service at buildout for the Town is currently estimated to be approximately 42,400 people. This maximum population is applied to the residential water use factors for all scenarios. Two different annual growth rates were selected across the scenarios: 2.5% and 4%.⁶ For scenarios applying a 2.5% annual growth rate, residential buildout occurs by 2070. For scenarios applying a 4% annual growth rate, residential buildout occurs by 2060.
- **Residential indoor efficiency:** Residential indoor demands have generally been decreasing in recent years throughout the state, mostly influenced by advances in fixture and appliance technologies. The Technical Update relied upon end-use studies of existing homes and water efficiency benchmarks to prepare municipal residential indoor water use projections under five planning scenarios in the year 2050 (CWCB, 2019). These end-use studies indicated that a range of indoor water use of between 30 and 45 gpcd is appropriate to represent future indoor per capita water use depending on the efficiency assumptions for a given planning scenario. The selected residential indoor water use values were applied to all new future population plus a portion of the existing population. That portion of the existing population that is assumed to reduce its indoor water use and meet the indoor efficiency driver is referred to as the “adoption rate driver” and is further described below. The Town’s current/baseline residential indoor water use averages 46 gpcd, which informed the selection of the following future efficiency values for the potable scenarios:
 - 42.4 gpcd – represents a “current efficiency benchmark” for homes equipped with currently-available high efficiency fixtures and appliances that generally meet or exceed EPA WaterSense specifications.
 - 36.4 gpcd – represents “ultra-efficient” water use reflective of future advances in technology.
 - 33.3 gpcd – pairs “ultra-efficient” future water use with reduced household leakage.
- **Adoption rate:** The adoption rate represents the percentage of the existing (2020) population that will achieve the selected residential indoor water use driver for a given scenario. This assumes that the adopting population will reduce their indoor water use over time to meet the future indoor per capita driver due to the use of more efficient indoor technologies. The Town’s planning scenarios assume adoption rates ranging from 40% to 75% of the existing population. This range is comparable to the range of adoption rates used in the Technical Update. For example, if the select scenario’s adoption rate is 55% and the indoor efficiency is 36.4 gpcd, that scenario would assume that all new population would use 36.4 gpcd indoors and 55% of the 2020 population would use 36.4 gpcd indoors by 2070, while the remaining 45% of the 2020 population would continue to use the current indoor residential baseline rate of 46 gpcd.

⁵ “Buildout” is the maximum residential population and non-residential development currently being planned for; however, growth may continue to occur beyond this level due to redevelopment and/or infill.

⁶ 2.5% represents the Town’s current planning growth rate and 4% represents a faster growth rate closer to the growth experienced over the last 10 years. These rates were provided by the Town’s Planning Director.

- **Non-residential growth:** The Town’s planning department provided information about the amount of non-residential developed space that is expected at buildout, which was used to calculate the amount of future non-residential development. Non-residential developed space was projected to increase at a 2.5% annual growth rate under all of the Town’s planning scenarios, reaching the maximum level of development around 2060.
- **Non-residential indoor conservation:** As described in the Technical Update, it is impractical to develop non-residential indoor water usage benchmarks due to variations in customer types, developed space, and water use characteristics for commercial and industrial water customers. However, some amount of reduced indoor water use may be possible through future advances in fixture and appliance technology. Accordingly, the Town’s planning scenarios applied non-residential indoor water use reductions ranging from 0% to 5% from the baseline water use factors. Therefore, depending on the scenario, a certain percentage reduction is applied to the non-residential indoor baseline water use factor (AFY/unit) based on future indoor efficiency assumptions.
- **Outdoor water conservation:** Future outdoor water use may be reduced due to advances in irrigation system technology as well as more rigorous regulations should they be adopted by the Town. The Town’s recent 2022 WEP focuses on developing outdoor water efficiency programs in the shorter-term and future plan updates were assumed to continue advancing this effort. Actual outdoor water savings will be dependent on the outdoor efficiency programs, the regulations adopted by the Town, and the engagement level of customers. To reflect varying levels of water use reductions through efficiency programs, the Town’s planning scenarios applied outdoor water use reductions ranging from 5% to 20%.
- **Climate adjustment factor:** Future changes in climate are assumed to affect future outdoor water use, with warmer and drier conditions increasing evapotranspiration rates, extending growing seasons, and influencing customers to apply more water to outdoor use for longer periods. Climate drivers were prepared by County in support of the Technical Update for “In Between” and “Hot and Dry” conditions in the year 2050. Based on information prepared for the Technical Update for Weld County, the Town selected a climate adjustment factor of 14% that was applied to increase all outdoor water use in one of the scenarios. Climate change studies typically represent the impacts of climate change at a future point in time relative to current conditions rather than as an annual rate of impact. For illustrative purposes, the analysis assumes that the 14% increase is evenly distributed through 2050 when the full adjustment factor is reached, and no further adjustment is applied beyond 2050.

Table 1: Scenario Demand Drivers for Potable Demand Projections.

Scenario	Population Growth (%)	Res Indoor (gpcd)	Adoption Rate (%)	Non-Res Growth (%)	Non-Res Indoor Conservation (%)	Outdoor Conservation (%)	Climate Adjustment Factor (%)**
Low Conservation	2.5%	42.4	40%	2.5%	0.0%	-5%	0%
Moderate Conservation	4.0%*	36.4	55%	2.5%	-2.0%	-10%	0%
High Conservation	2.5%	36.4	75%	2.5%	-5.0%	-20%	0%
Highest Conservation with Climate	2.5%	33.3	75%	2.5%	-5.0%	-20%	14%

* Population growth is assumed to have an annual growth rate of 2.5% through 2034 and 4% from 2035 through buildout.

** Climate adjustment factor is based on information prepared for the Technical Update for Weld County by 2050.

The following summarizes the basis and intent for each of the four future potable water demand scenarios.

1. **Low Conservation Scenario:** This scenario represents the lowest level of conservation and efficiency overall. Residential indoor water use achieves the current efficiency benchmark for efficient homes and assumes the lowest adoption rate with 40% of the existing (2020) population becoming more efficient. Current trends in non-residential indoor water use continue and minimal outdoor water use reduction is achieved.
2. **Moderate Conservation Scenario:** This scenario represents moderate outdoor conservation and assumes faster population growth. This scenario assumes that the Town actively promotes or incentivizes indoor water efficiency to achieve higher indoor water efficiency and a moderate adoption rate with 55% of the existing (2020) population becoming more efficient.
3. **High Conservation Scenario:** This scenario represents the second highest level of conservation and efficiency overall. Residential indoor water use achieves ultra-efficient per capita use and assumes the highest adoption rate with 75% of the existing (2020) population becoming more efficient. This scenario assumes that the Town actively and aggressively incentivizes water use reductions, implements advanced conservation programs, and adopts low water use regulations.
4. **Highest Conservation Scenario with Climate Adjustment:** This scenario represents the highest and most aggressive level of conservation and efficiency paired with the impacts from a warmer and drier future climate. Residential indoor water use achieves ultra-efficient per capita use with reduced indoor leakage and assumes the highest adoption rate with 75% of the existing (2020) population becoming more efficient. The effects of climate increasing outdoor demands offsets a portion of the outdoor water use savings achieved through conservation. Should climate change be experienced as illustrated under this scenario, it is reasonable to assume that the Town will actively seek to further reduce demands.

The projected potable demands range from 6,650 AFY to 7,710 AFY, showing a planning range of approximately 1,060 AFY at buildout (**Figure 7**).

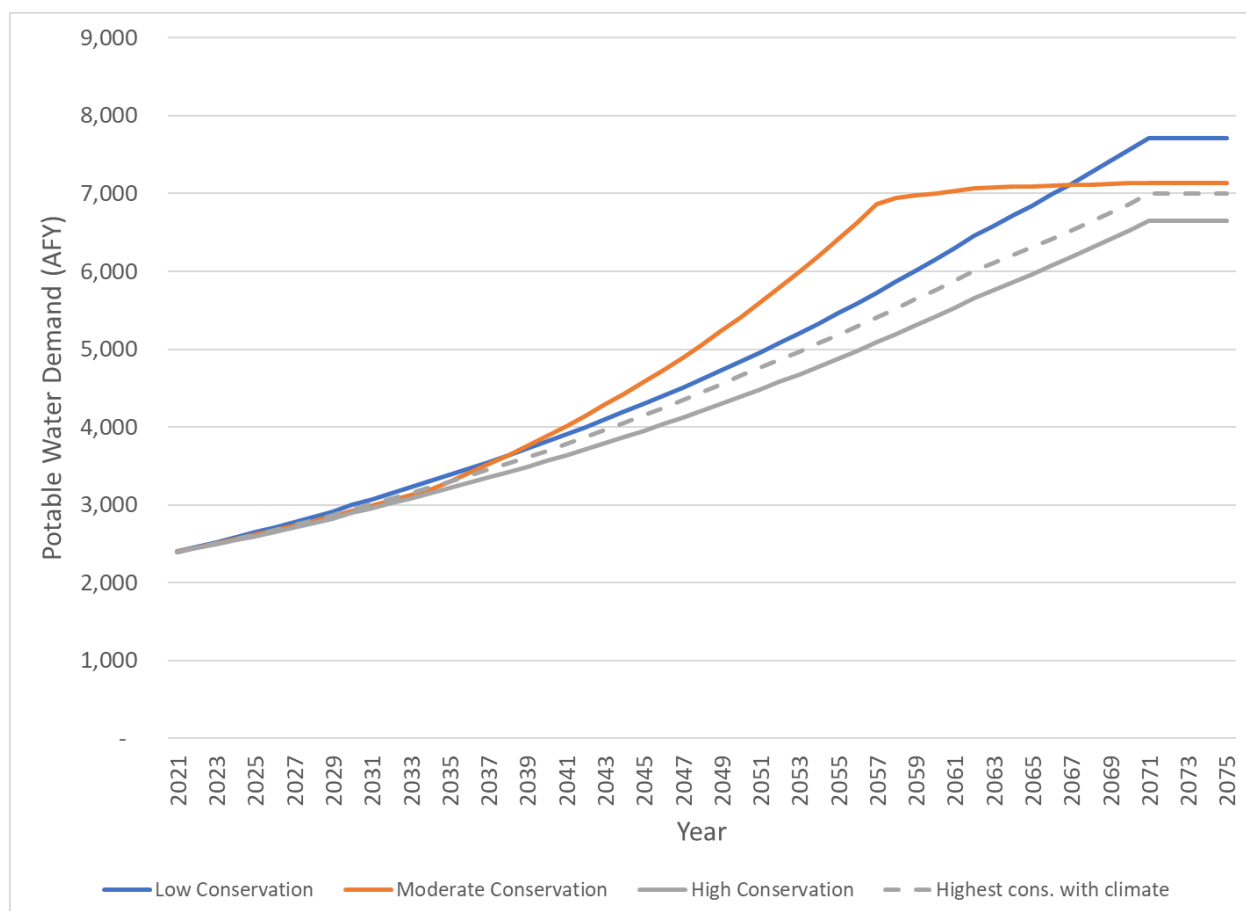


Figure 7: Annual Potable Water Demand Projections, 2021 - 2075.

2.3 EXISTING AND FUTURE PLANNED POTABLE SUPPLIES

The Town's existing and future planned potable supplies consist of C-BT units, Windy Gap units, NISP participant supplies, and Lower Boulder Ditch shares, as summarized below. How these supplies integrate into the Town's implementation plans is discussed below in Section 4.

- C-BT:** The Town currently owns 4,373 C-BT units. The Town can acquire additional units while complying with the "ownership limitation" that is imposed by Northern Water for domestic and municipal users. The Town's current C-BT ownership limitation specified by Northern Water is 4,741 total units, but Town staff estimate that if an updated analysis were requested of Northern Water, the ownership limitation could increase to 4,987 total units.⁷ It has been assumed that the Town will likely reach the cap of 4,987 units through future purchases and dedications. The dependable yield from 4,987 C-BT units is estimated to be 2,992 AFY based on an average annual quota of 0.6 AFY per C-BT unit.⁸
- NISP:** Frederick is a participant in NISP, which is being developed and will be implemented by Northern Water, and has subscribed for a dependable annual yield of 2,600 AFY. The Town's subscribed amount represents 6.5% the total 40,000 AFY of firm supply planned to be developed under NISP. NISP integrates two new reservoirs as part of its planned system: Glade Reservoir near Fort Collins and Galetton Reservoir near Greeley. The NISP delivery

⁷ It is possible that the Town's ownership limitation may be further increased in the future if C-BT units are dedicated by developers under certain circumstances; however, this is challenging to accurately predict.

⁸ The Town uses 0.6 AFY per C-BT unit for supply planning purposes.

pipeline will integrate with the C-BT delivery system; therefore, many participants in NISP also own and utilize C-BT supplies (**Figure 8**). NISP supplies are sourced from the Cache la Poudre River watershed whereas C-BT supplies are sourced from the Colorado River watershed, which is beneficial to the Town in the event a supply limitation occurs in one basin but not the other (e.g., supply impacts due to a wildfire). NISP also differs from C-BT in that at least portions of the supply will be reusable, whereas C-BT may be used only once. This provides an opportunity for the Town to extend the total yield from NISP by filing a future Water Court application to reuse the unconsumed portion of deliveries (i.e., the return flows). NISP is unlikely to be available for delivery to the Town until 2030 or later, and there are outstanding permitting and other requirements and contingencies that must be addressed by Northern Water before the certainty of this supply can be confirmed (see Section 4).

- **Windy Gap:** Frederick currently owns 7.0 Windy Gap units that were purchased in 2018. The Town's 7.0 Windy Gap units are not included as part of the Windy Gap Firming Project being implemented by Northern Water; however, the Town has entered into a long-term lease agreement for 2,000 AF of storage space in Dry Creek Reservoir (see **Figure 4** and **Figure 5**) to independently firm its Windy Gap supplies. The dependable yield of the Town's 7.0 Windy Gap units after firming in Dry Creek Reservoir and without reuse is estimated to range from 265 to 315 AFY. A dependable yield of 265 AFY was assumed for the current analysis, but the yield estimate will continue to be refined as the project operates and the Town pursues a plan to reuse the unconsumed portion of Windy Gap deliveries. Our modeling shows that the 2,000 AF of leased Dry Creek Reservoir storage capacity is sufficient to firm up to 8.0 total Windy Gap units; therefore, the 10-Year Plan identified purchasing an additional 1.0 unit as a recommend project if the opportunity arises.
- **Lower Boulder Ditch:** Frederick is the largest shareholder in the Lower Boulder Ditch Company (LBDC) with 18.4% of total Preferred shares and 22.1% of total Common shares. ELEMENT is preparing the technical analyses to support the Water Court application filed in Case No. 21CW3138 to change the use of most of the Town's LBDC shares. The Town may use its LBDC shares to provide a raw water supply as described in Section 3, or may use changed LBDC shares to supply potable demands if a local water treatment plant (WTP) is constructed. Section 3.3 and Table 3 further elaborate on the estimated yield of the changed LBDC shares, and Section 4.1.7 discusses potable use of this supply.

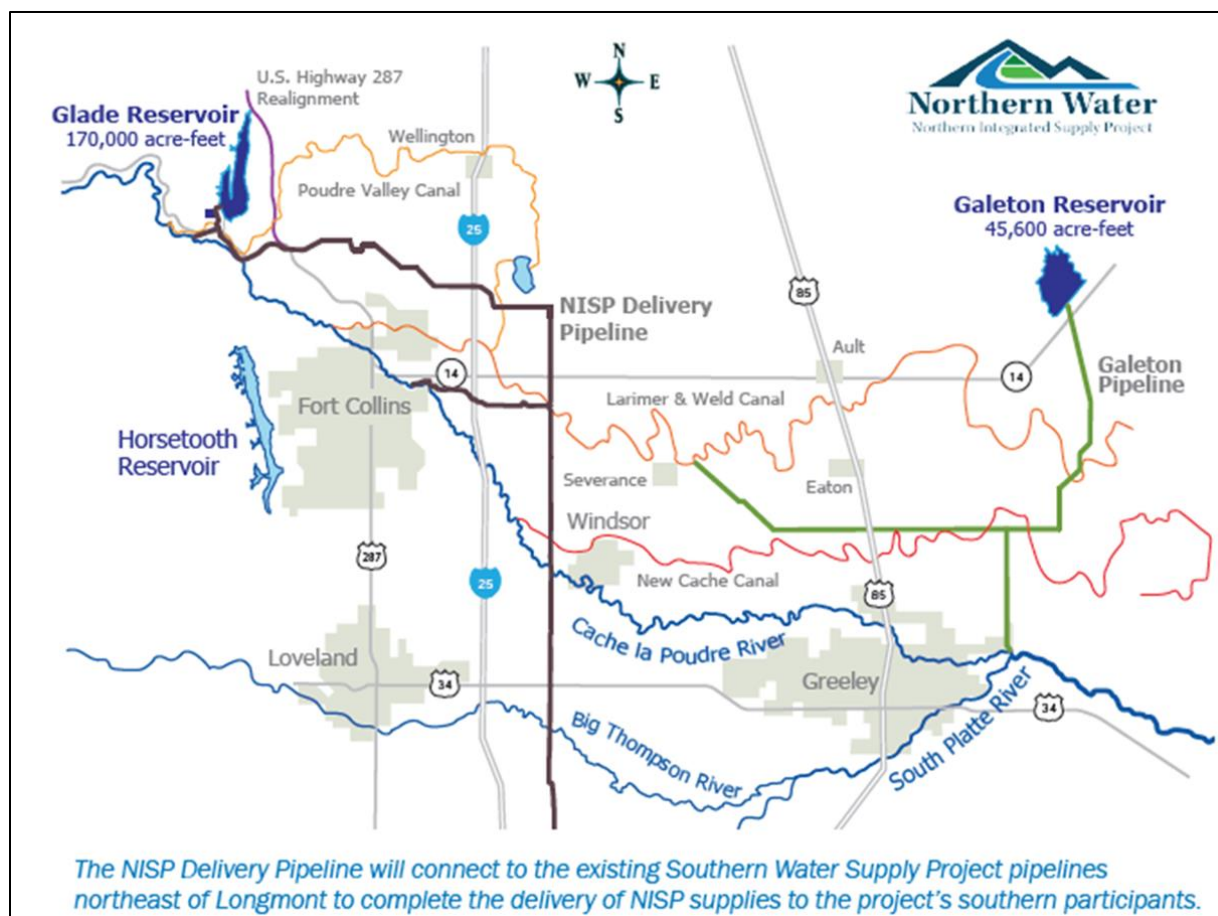


Figure 8: Northern Integrated Supply Project Delivery System.⁹

The Town's potable supplies being developed under the 10-Year Plan are projected to be capable of meeting the Town's potable demands through 2033 or 2036, depending on the demand projection scenario. After those dates, the Town's projected demands have the potential to exceed available supplies if additional projects are not successfully implemented. The Town's path forward to address the projected potable supply shortage is discussed below in Section 4.

3. RAW WATER SUPPLY AND DEMAND CONDITIONS

The purpose of this section is to summarize the Town's projected raw demands over the 50-year planning period compared against the Town's existing and planned new supplies being developed to identify projected shortages.

The Town's raw water system is an integral component of its water supply portfolio because it reduces potable supply requirements and the amount of water that needs to be treated to drinking water quality standards. Frederick is in an opportune location to make use of existing irrigation ditches as part of its raw water system, and the Town also has the capability to store and deliver raw water using Milavec Reservoir and its other small ponds. The Town's portfolio of raw water supplies includes Lower Boulder Ditch shares, Coal Ridge Ditch shares, and storage rights. The ditch systems

⁹ NISP General Map obtained from:

https://www.northernwater.org/getattachment/81bf61df-0f04-4085-95f2-bc88380b4afe/NISP_General_Map

provide a physical means of delivering raw supplies to the Town, and storage aids in distributing supplies to meet raw demands (**Figure 9**).

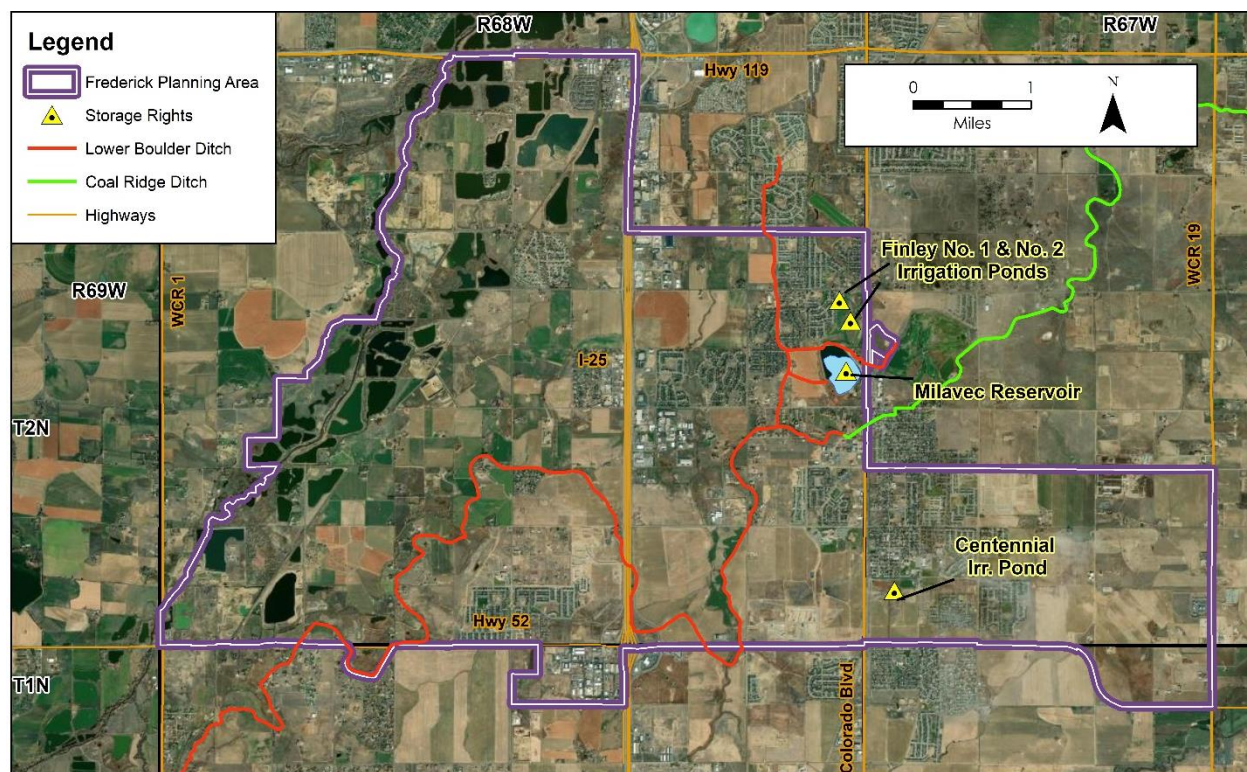


Figure 9. Existing Raw Water Supply Location Map.

3.1 CURRENT CONDITIONS

The Town operates a raw water system for irrigation, which is currently supplied with water stored in Milavec Reservoir, Centennial Irrigation Pond, and Finley No. 1 and No. 2 Irrigation Ponds (**Figure 9**). To a limited degree, the Town also delivers raw water directly from the Lower Boulder Ditch, and this type of operation will be expanded in the future as development occurs adjacent to the ditch. Stored supplies are delivered to irrigated lands via gravity and through the Town's pressurized system. Unpressurized raw water deliveries are conveyed to storage reservoirs located on or near the end-user's property, from which the users need their own pump stations to distribute the supplies to meet irrigation demands. Pressurized raw water deliveries connect directly to the end user's irrigation system,¹⁰ and the Town charges additional fees for this level of service.

As of 2020 the Town was serving raw water to 13 metered accounts, which include a combination of accounts with established landscapes and ones that are under development. The metered raw water use by these accounts from 2017 – 2020 averaged approximately 270 AFY, with the highest use of approximately 350 AFY occurring in 2018 (**Figure 10**). As would be expected with irrigation, the vast majority of raw water usage occurs from April through October, with the highest usage in the hottest summer months; however, there is a small amount of winter use by some accounts. Recent raw water usage data were used by the Town to develop a monthly demand curve, which was then used to distribute future annual demands.

¹⁰ Pressurized system customers are required to have on-site storage to meet their peak demands.

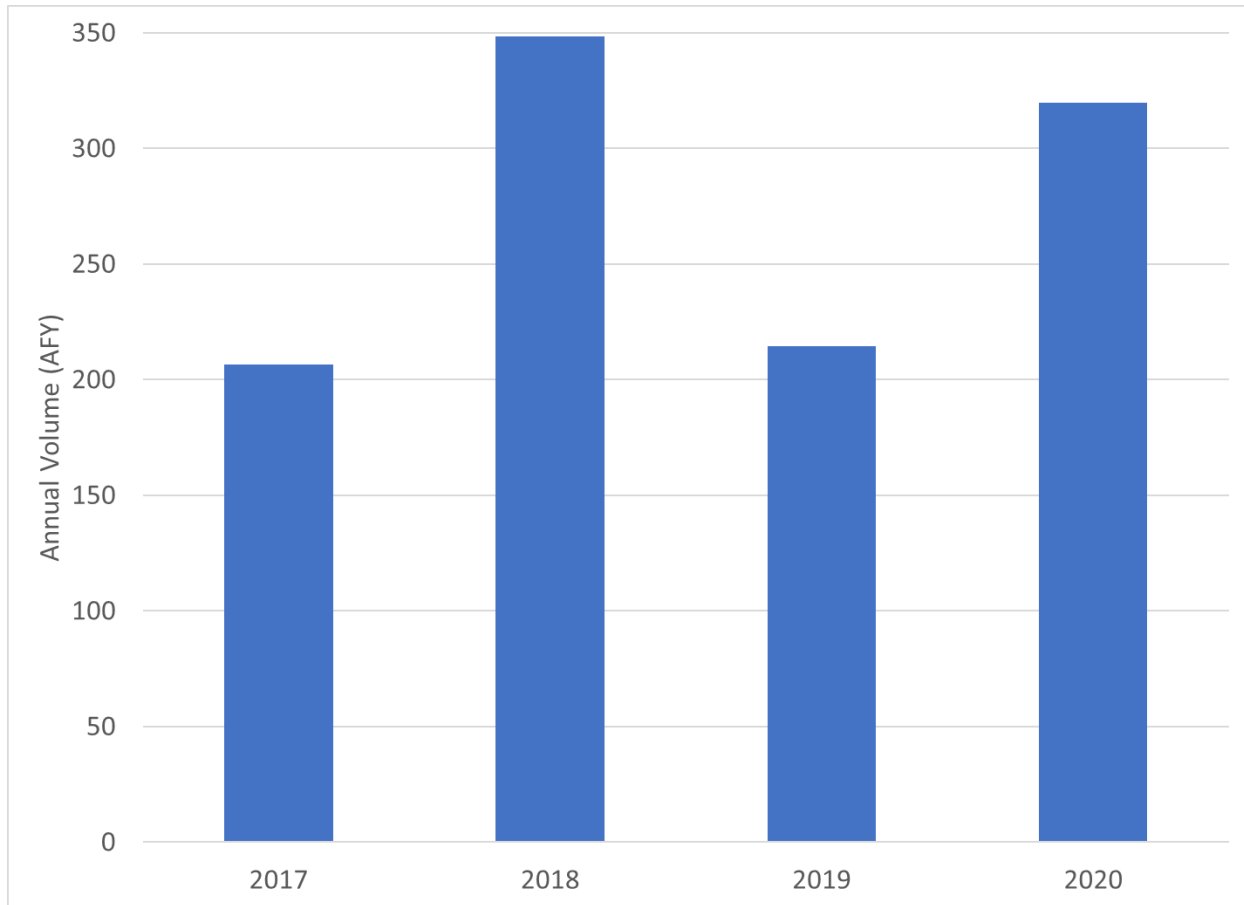


Figure 10: Total Annual Metered Raw Water Use, 2017 - 2020.

3.2 RAW DEMAND PROJECTIONS

A forecast of future raw water demands to be supplied using the Town's portfolio of irrigation water rights was prepared using the methodologies described below. Raw water demands were initially classified by the time period in which the demand is projected to come online.

- **Existing raw water demands:** The recent metered water use described in the previous section was used to characterize existing raw water demands. The locations of use were digitized in GIS based on information provided by the Town.
- **In-development raw water demands:** The Town identified areas that are expected to be developed by 2030 that may be connected to the raw water system. A combination of information from individual development plans and irrigation assumptions from the 2008 Raw Plan was used to assign demand values to these locations.
- **Long-term raw water demands:** The 2008 Raw Plan analyzed the Town's total potential future raw water demands at buildout and prepared a conceptual infrastructure plan for irrigating these areas. Information presented in the 2008 Raw Plan was primarily relied upon in development of this Long-Term Plan to characterize raw water demands at buildout, although some modifications were made based on direction from Town staff to reflect more recent changes in development plans (**Figure 11**). Existing and in-development raw water demands were deducted from the buildout values to determine longer-term raw demands. Properties toward the western extent of the Town's planning area are not anticipated to be connected to the Town's system and were assumed to use independently-owned supplies.

TOWN OF FREDERICK LONG-TERM WATER RESOURCES PLAN

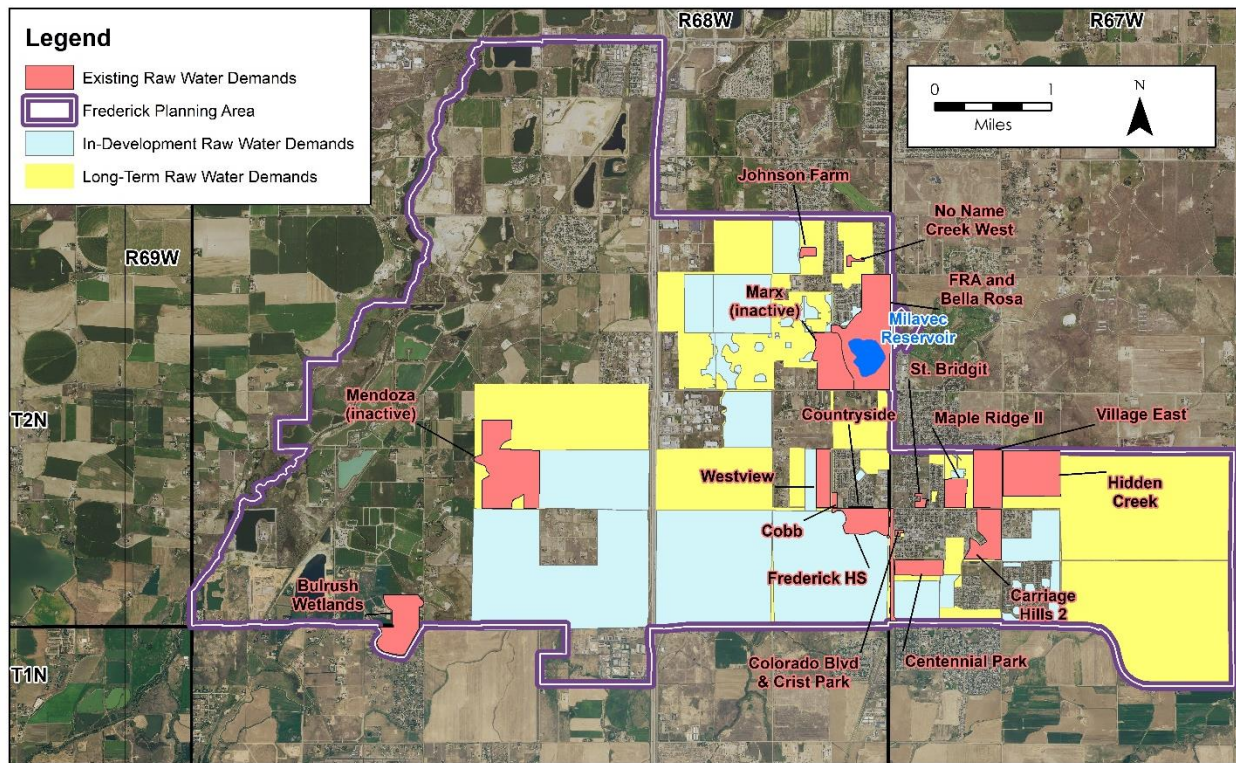


Figure 11: Existing Raw Water Use Areas and Potential Future Development Coverage.

The existing raw water demand for customers with established landscapes is approximately 250 AFY. Raw water demands are projected to be approximately 1,030 AFY by the year 2030 and will be approximately 1,960 AFY at buildout, which is anticipated to occur within the 50-year planning period. These raw demands are in addition to the potable demands discussed above in Section 2.2. The source of supply needed to irrigate a given site is dependent on its location and the following supply considerations, which were used to sub-classify the buildout raw water demands as presented in **Table 2**.

- Unchanged¹¹ Lower Boulder Ditch Company (LBDC) and Coal Ridge Ditch Company (CRDC) shares may generally be used on lands lying downgradient from the applicable ditch that are not encumbered by a dry-up restriction.
- Changed LBDC shares may be used on lands located upgradient of the ditch and when lands below the ditch are encumbered by a dry-up restriction.¹²
- The Milavec Reservoir senior storage right may be used on lands lying downgradient of the reservoir.
- The Milavec Reservoir junior storage rights and the storage rights for Finley No. 1 Irrigation Pond, Finley No. 2 Irrigation Pond, and Centennial Irrigation Pond may be used anywhere within Frederick's present and future service area.

¹¹ "Unchanged" refers to irrigation water rights that are diverted and used pursuant to their original decree(s). "Changed" refers to water rights that either have undergone a change of use in Water Court to allow for new types of use and/or new locations of use not allowed under the original decree or the subject of a pending water court change application and Substitute Water Supply Plan request.

¹² When irrigation water rights are changed in Water Court, the lands historically irrigated with those water rights are typically required to be removed from irrigation ("dried up").

Table 2: Raw Demand Summary.

Demands Supplied from Ditch (AFY)			Demands Supplied from Milavec (AFY)				TOTAL (AFY)
Unchanged LBDC and CRDC	Changed LBDC	Total	Unchanged LBDC and CRDC*	Milavec Senior Storage Right	Changed LBDC or Junior Storage Rights**	Total	
7	703	710	423	67	763	1,253	1,963

*Supplies will be temporarily detained in reservoir for less than 72 hours.

**These supplies may be used anywhere within the Town's service area, and therefore, may be used to meet demands from storage that are classified otherwise.

Of the projected raw demands to be met with unchanged supplies, most will be met using releases from Milavec Reservoir. Of the projected raw demands to be met with changed LBDC shares, approximately half of the demand will be met using supplies stored in Milavec Reservoir, and the other half will be met through direct deliveries from the ditch. In addition to the irrigation demands, the Town currently uses a portion of its Lower Boulder Ditch shares for maintenance of the Bulrush wetlands, and until recently, leased a portion of its shares for agricultural irrigation on the Mendoza and Marx properties.¹³

3.3 EXISTING AND FUTURE PLANNED RAW SUPPLIES

Following is a description of the Town's water rights that may be used to supply raw demands. A summary of supply volumes is provided in **Table 3**; however, it should be noted that the representation of changed LBDC shares reflects the pending Water Court case having been successfully completed and a final decree having been issued as well as the Town having implemented all dry-up requirements and having the capability to satisfy all return flow obligations.

- **Lower Boulder Ditch shares:** Frederick is the largest LBDC shareholder with 36.8234 preferred shares and 43.7174 common shares. The Town filed a Water Court application in August 2021 in Case No. 21CW3138 to change the use of 30.8234 preferred LBDC shares and 40.7174 common LBDC shares. The Town also filed a substitute water supply plan (SWSP) request in November 2021 to allow for temporary use of a portion of the shares for changed purposes starting during the 2022 irrigation season. Shares that are not being changed will continue to be available for irrigation use on lands that are within the historical Lower Boulder Ditch service area downgradient from the ditch and that are not encumbered with dry-up restrictions. Unchanged LBDC shares will be entitled to the same supply that is made available to other LBDC shareholders that take delivery of water for irrigation uses under the ditch. The supply from shares to be changed will be limited to the "historical consumptive use" yield of those shares, as quantified by the Water Court.
- **Coal Ridge Ditch shares:** Frederick owns 8.0 shares in the CRDC that will remain unchanged. Therefore, the supply from these shares will be equal to the amount made available to other CRDC shareholders that take delivery of water for irrigation uses under the ditch.
- **Storage Rights:** Frederick has three storage rights decreed for Milavec Reservoir. The more senior right was decreed in Civil Action No. CA4842 for 768 ac-ft with an appropriation date of February 1, 1892, and a priority (i.e., administration) date of 1907. The more junior rights were decreed in Case No. 17CW3216 for an initial fill of 362 ac-ft and one refill, with an appropriation date of January 16, 2003, and a priority date of 2017. Frederick also has relatively junior storage rights for Finley No. 1 Irrigation Pond, Finley No. 2 Irrigation Pond, and Centennial Irrigation Pond as decreed in Case No. 17CW3216; these rights have a combined volume of 25.6 ac-ft for an initial fill and one refill.

¹³ The Town is in the process of evaluating future uses at these properties.

Table 3: Raw Supply Summary.

Variable	Unchanged Supplies					Changed Supplies			TOTAL (AFY)
	Lower Boulder Ditch*		Coal Ridge Ditch*	Storage Rights**	Total	Lower Boulder Ditch*		Total	
	Preferred	Common				Preferred	Common		
No. Shares	6.0	3.0	8.0	NA	-	30.8234	40.7174	-	
Avg. Yield (AFY/share)	43.0	8.7	1.5	NA	-	26.9	5.4	-	
Total Avg. Yield (AFY)	258.2	26.0	11.8	636.9	932.8	829.0	220.4	1,049.3	1,982.1

*Based on diversion records being relied upon in pending change of use Water Court application in Case 21CW3138.

**Based on river call (CDSS, 2021a) and streamflow records from 2002 – 2015 (CDSS, 2021b).

3.4 RAW SUPPLY AND DEMAND OPERATIONS

Of the total projected raw demands, approximately 500 AFY can be supplied using unchanged LBDC and CRDC rights and the senior Milavec Reservoir storage right, and approximately 1,460 AFY of demands will require the use of changed LBDC shares or the Town's junior storage rights. Raw water supplies can be delivered to meet the raw irrigation demands based on the location of use as follows:

1. Demands to be met using unchanged supplies delivered directly from the Lower Boulder Ditch.
2. Demands to be met using changed supplies delivered directly from the Lower Boulder Ditch.
3. Demands to be met using unchanged ditch supplies delivered from storage in Milavec Reservoir within 72 hours.
4. Demands to be met using changed supplies delivered from storage in Milavec Reservoir.
5. Demands to be met using the junior and senior storage rights stored in Milavec Reservoir and the Town's other irrigation ponds.

Figure 12 provides a schematic illustrating the operation of the Town's raw water system, with additional descriptions provided below.

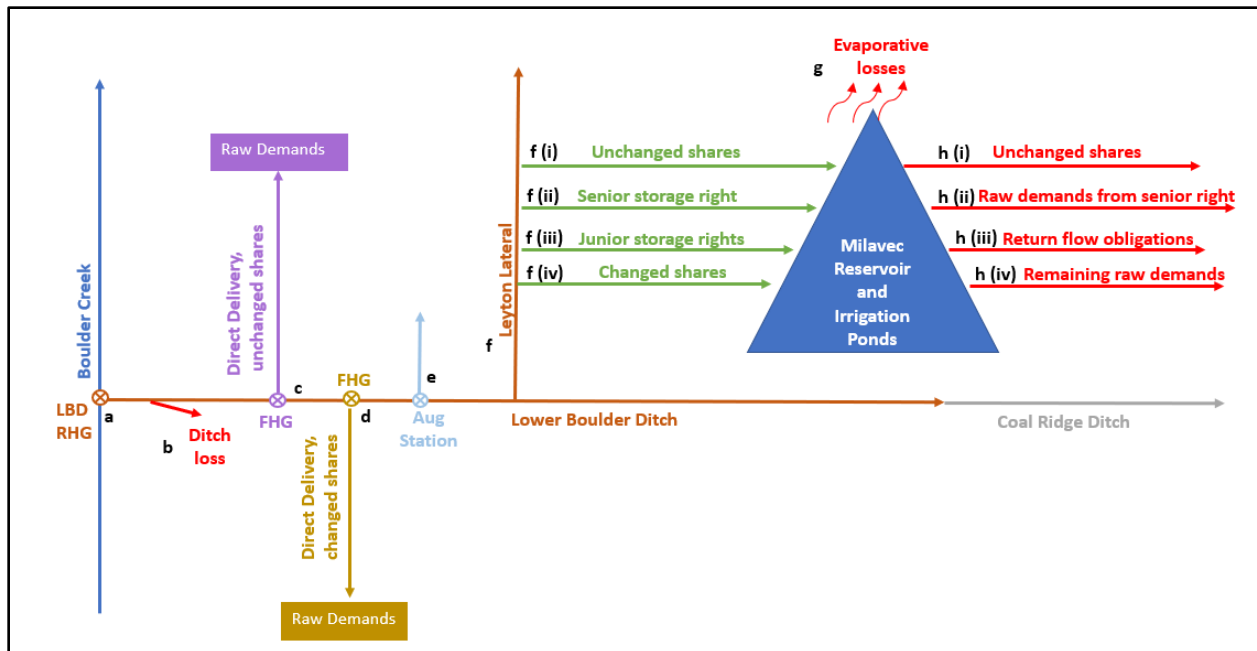


Figure 12: Frederick's Raw Water System Schematic.

The following describes the Town's raw water system operations from the Lower Boulder Ditch river headgate to the location of delivery to meet raw irrigation demands, as depicted in the simplified schematic shown above on **Figure 12**. Each bullet below describes operations at the associated lettered location in the system as shown on **Figure 12**.

- a. All raw supplies attributable to the Town's Lower Boulder Ditch preferred and common shares, Coal Ridge Ditch shares, and storage rights are diverted from Boulder Creek at the river headgate for the Lower Boulder Ditch (labeled as "LBD RHG").
- b. Ditch losses are assessed by the LBDC on all diverted supplies, including Milavec supplies that the Town carries in the ditch based on a carriage agreement with the LBDC. Ditch loss for the Lower Boulder Ditch is assumed to be 8% of the diverted supplies.
- c. A portion of unchanged LBDC supplies is directly delivered to irrigated areas located downgradient of the Lower Boulder Ditch. This is limited to areas of use that were historically within the LBDC service area and are not encumbered by a dry-up restriction.
- d. A portion of changed LBDC supplies is directly delivered to irrigated areas located upgradient of the Lower Boulder Ditch.
- e. A portion of changed LBDC supplies is delivered to augmentation stations to satisfy historical return flow obligations imposed by the Water Court decree or SWSP.
- f. The remaining Lower Boulder Ditch, Coal Ridge Ditch, and storage water right supplies are delivered to storage via the Leyton Lateral.
 - i. Unchanged irrigation ditch supplies are temporarily detained in Milavec Reservoir for up to 72 hours to meet raw water demands associated with lands located downgradient of the applicable ditch.
 - ii. Flows attributable to the Milavec Reservoir senior right are stored in Milavec Reservoir to meet the Town's raw water demands associated with lands located downgradient of the reservoir.
 - iii. Flows attributable to the Milavec Reservoir junior storage rights and junior rights for Finley No. 1 Irrigation Pond, Finley No. 2 Irrigation Pond and Centennial Irrigation Pond are stored to meet the Town's raw water demands.

- iv. Changed LBDC supplies are stored in Milavec Reservoir to meet raw demands and satisfy historical return flow obligations imposed by the Water Court Decree or SWSP.
- g. Evaporative losses are assessed on the stored supplies in Milavec Reservoir.
- h. Water is released from Milavec Reservoir for the following uses:
 - i. Unchanged supplies are released to meet the remaining unchanged demands that are not met from direct use (i.e., use without prior storage). Unchanged direct-flow supplies cannot be detained for longer than 72 hours.
 - ii. Supplies attributable to the Milavec Reservoir senior storage right are released to meet demands downgradient of the Milavec Reservoir.
 - iii. Releases are made to satisfy any remaining return flow obligations that were imposed by the Water Court Decree or SWSP and that were not met using augmentation station deliveries.
 - iv. Stored supplies are released to meet the Town's remaining raw demands: first to meet demands that can only use changed supplies, then to meet any unmet unchanged demands.

Raw water operations were modeled at buildout conditions to reflect monthly and annual variability in supply and irrigation demand conditions. During periods when demands exceeded the direct flow supplies and the available stored supplies, certain raw demands were unable to be met. **Table 4** summarizes the average unmet raw demands as well as the unmet LBDC return flow obligations over the 29-year modeling period, and annual results are displayed graphically on **Figure 13**. The modeling results show that the average unmet irrigation demand is approximately 160 AFY and that the average unmet return flow obligation is approximately 40 AFY. However, the Town will be required to replace all return flow obligations first to prevent injury to downstream water rights under the Water Court decree or SWSP, so the unmet irrigation demand will be commensurately higher as a result of reserving supply to replace return flows. Nevertheless, the total supply shortage to meet raw irrigation demands and satisfy return flow obligations remains approximately 200 AFY. Selected projects and potential implementation plans to eliminate the projected raw supply shortages are discussed below in Section 4.

Table 4: Average Unmet Raw Demands and Return Flow Obligations over the Modeling Period (AFY).

Unmet Changed Demand	Unmet Unchanged Demand	Unmet Return Flows	Total Unmet Demand and Return Flows
120	38	37	195

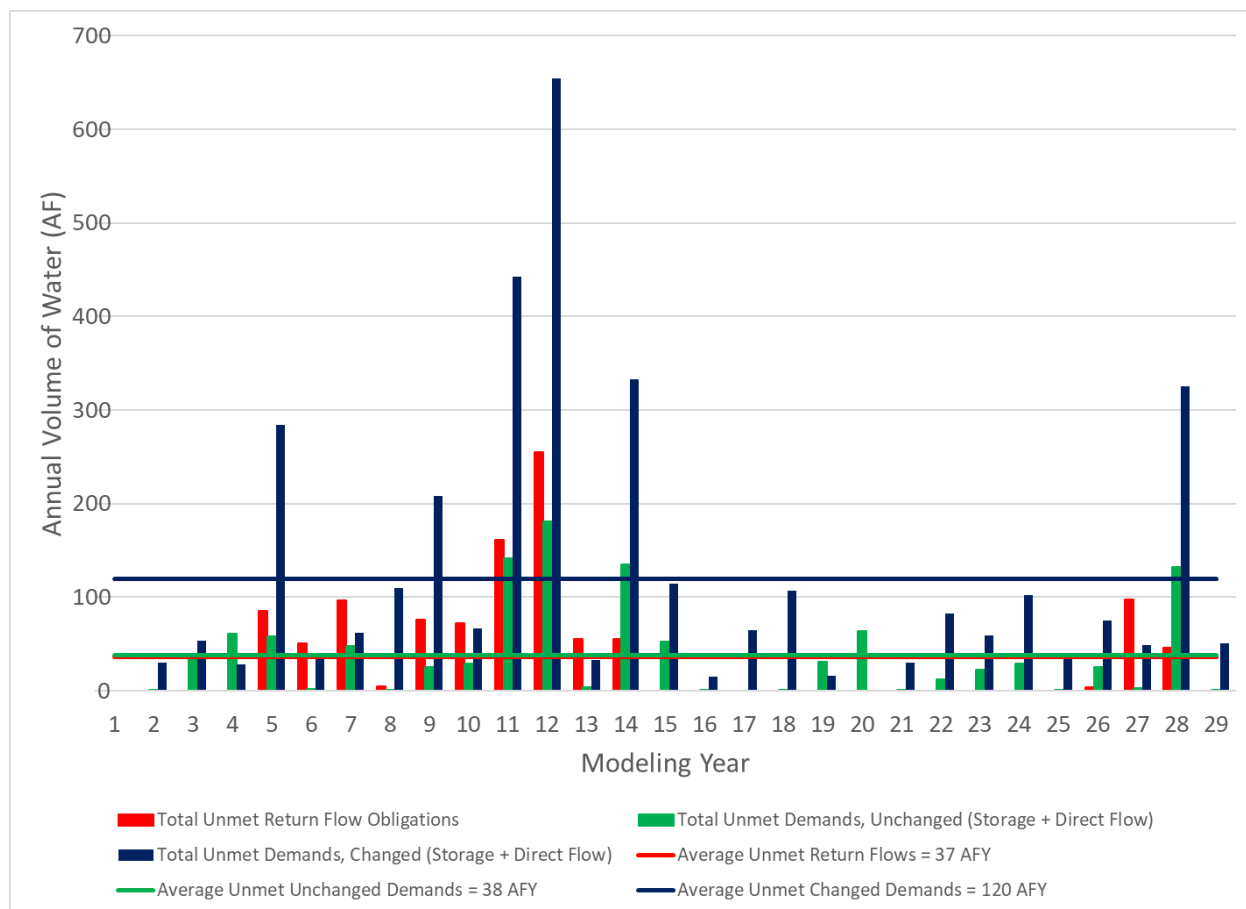


Figure 13: Unmet Raw Water Demands and Return Flow Obligations over the Modeling Period.

Figure 14 shows the monthly modeled storage operations over the 29-year modeling period for a single 1,156 AF storage structure to represent Milavec Reservoir (1,130 AF) and the Town's irrigation ponds (26 AF). This reflects all inflows and outflows as depicted on **Figure 12** and the resultant end-of-month contents and reservoir "spills," which represent modeled inflows that were unable to be stored because there was no available capacity. Monthly reservoir storage contents were also constrained by a minimum storage of approximately 79 AF to reflect the lowest elevation at which releases can currently be made. The monthly modeling shows that reservoir spills occur in 10 of the 29 modeling years, with a maximum spill volume of 390 AFY. Accordingly, the expansion of Milavec Reservoir was identified as a potential future project as described below in Section 4.1.9.

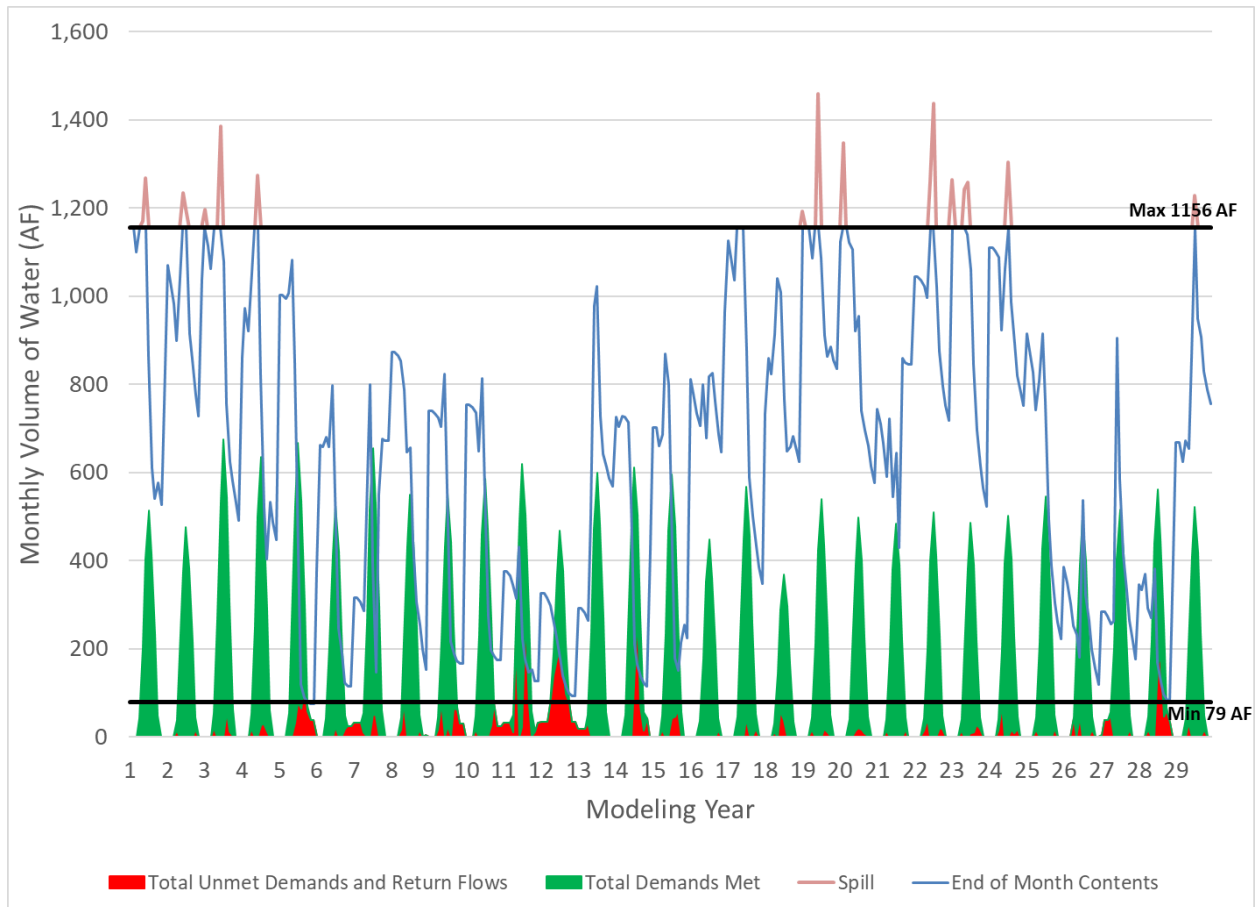


Figure 14: Storage Contents and other Key Variables over the Modeling Period.¹⁴

The modeling of raw supply and demand operations presented above shows that the Town's supply portfolio and storage capacity is inadequate to meet all future raw water demands. The Town's path forward to address the projected raw supply shortage is discussed below in Section 4.

4. THE PATH FORWARD

The 10-Year Plan outlines the Town's detailed implementation plan to develop adequate supplies to meet projected water demands over the next decade, until NISP is anticipated to be operational. The 10-Year Plan employs a multi-pronged approach using a combination of the following supply and demand reduction projects:

- Acquiring additional C-BT units while remaining under the Town's ownership limitation imposed by Northern Water.
- Seeking to purchase an additional 1.0 Windy Gap unit, for a total of 8.0 units, to maximize the use of the Town's leased storage capacity in Dry Creek Reservoir.
- Converting the irrigation supply for 18 properties to use raw instead of potable.

¹⁴ A maximum of 1,156 AF of total storage rights was used to represent the storage operations in the Milavec Reservoir over the 29-year modeling period; the total is from storage rights of the Milavec Reservoir (1,130 AF) and the Town's irrigation ponds (26 AF).

- Implementing a robust conservation program to reduce water demands, with a focus on outdoor uses. Implementation details are provided in the 2022 WEP.

The shorter planning periods for the 10-Year Plan and 2022 WEP allowed for implementation steps to be outlined on an annual basis to guide the Town's near-term planning. This Long-Term Plan complements the shorter-term planning efforts and is intended to guide the Town's actions to be implemented in the coming decades. The Town recognizes that it is imperative to regularly update its water resources planning. Therefore, the Town will prepare an annual assessment of conditions that is presented to the Board of Trustees. Additionally, the Town intends to prepare a comprehensive update to the Long-Term Plan every five years, or as needed in response to significant changes in underlying assumptions.

As discussed above in Section 2 and Section 3, the Town is projected to experience future potable and raw supply shortages even if all projects currently in development, including NISP, are successfully implemented. The following section (Section 4.1) describes the supply and demand reduction projects that have been selected by the Town to address the projected shortages. Section 4.2 outlines two illustrative implementation scenarios to depict how the Town's water resources planning efforts may unfold if NISP delivers the full subscribed yield of 2,600 AFY versus NISP being unsuccessful and delivering 0 AFY. The Town remains committed to NISP and is optimistic that the project will be successfully implemented; however, it is prudent to consider scenarios under which NISP does not provide the full subscribed delivery volume.

4.1 SELECTED SUPPLY AND DEMAND REDUCTION PROJECTS

The Town will pursue a collection of supply and demand reduction projects to develop a dependable water portfolio to meet projected demands over the 50-year planning period. The following sections provide an overview of selected projects and recommendations for implementation as well as the estimated yield and planning-level costs¹⁵ where available. The first four projects are being implemented under the 10-Year Plan but are also discussed herein because they are key components of the Long-Term Plan.

4.1.1 C-BT ACQUISITIONS

As discussed above in Section 2.3, the Town currently owns 4,373 C-BT units but can acquire additional units while remaining in compliance with the "ownership limitation" that is imposed by Northern Water. The Town intends to actively pursue the acquisition of additional C-BT units to eventually reach its ownership limitation, which is estimated to be 4,987 units. If the Town were to acquire 614 C-BT units to reach the estimated ownership limitation, then the potable supply would be increased by approximately 370 AFY assuming a quota of 0.6 AFY/unit. C-BT units have recently been offered for sale to the Town for \$65,000/unit (approximately \$108,000/AFY) and are projected to be approximately \$80,300/unit (approximately \$134,000/AFY) in 2030 with inflation.¹⁶ The timing at which C-BT supplies are purchased is controllable by the Town subject to units being available for purchase and adequate funding being available. For reference, if 614 C-BT units were purchased in 2022, then the estimated acquisition cost would be approximately \$41 million.

¹⁵ Cost information is based on conceptual projects and will need to be updated if the project advances beyond conceptual level, as engineering, permitting, and construction-related information becomes available. Cost information reflects only acquisition and/or initial project implementation costs. Operation, maintenance, and replacement costs will need to be evaluated if a project advances beyond conceptual level.

¹⁶ Inflation was estimated based on average Consumers Price Index (CPI) for Denver-Aurora-Lakewood from 2012 – 2020, which averaged 2.38% per year.

It is possible that the Town's ownership limitation may be further increased in the future if C-BT units are dedicated by developers under certain circumstances; however, this is challenging to accurately predict. Accordingly, the implementation scenarios presented below in Section 4.2 assume that the Town's C-BT portfolio will be capped at 4,987 units, and this assumption may be modified in future updates to the Long-Term Plan. The dependable yield from 4,987 C-BT units would be 2,992 AFY based on the annual quota of 0.6 AFY per C-BT unit that is used by the Town for planning purposes.

4.1.2 WINDY GAP/DRY CREEK RESERVOIR

As discussed above in Section 2.3, Frederick currently owns 7.0 Windy Gap units, and the 10-Year Plan identified the acquisition of an additional 1.0 unit as a recommended project if the opportunity arises. A total of 8.0 Windy Gap units is projected to maximize the dependable yield that can be developed using the Town's leased storage capacity in Dry Creek Reservoir. The Town has initiated efforts to procure an additional unit and is optimistic that the project will be successfully implemented within the next decade; therefore, the implementation scenarios presented below in Section 4.2 assume that the Town's future potable portfolio will include 8.0 Windy Gap units. The dependable yield from 8.0 Windy Gap units coupled with storage in Dry Creek Reservoir, and in the absence of a reuse program, is currently estimated to be approximately 300 AFY by the year 2026; the yield estimate will continue to be refined after the project has been operational for a longer period of time.¹⁷

The total purchase price for the 7.0 Windy Gap units currently owned by the Town was \$16 million (approximately \$2.3 million per unit). The 10-Year Plan assumed that the Town would purchase an additional unit in 2026 for \$3 million, which is a 30% increase from what was paid in 2018. The lease agreement for Dry Creek Reservoir requires annual lease payments of \$300,000 in the first year, \$600,000 in the second year, and \$900,000 from the third year onwards; the lease payments after the first year are subject to inflation adjustments using the Consumers Price Index, and potential adjustments for comparable storage lease agreements are also possible starting in 2026. The current lease agreement is for 20 years through 2040; however, for planning purposes, it was assumed that the Town would have long-term storage capacity that may be lawfully used to store its Windy Gap supplies. The Town intends to evaluate long-term storage options for its Windy Gap supplies in the coming years.

4.1.3 POTABLE TO RAW CONVERSIONS

There are 18 metered accounts, which are predominantly parks (**Figure 15**), that currently use potable C-BT supplies for landscape irrigation purposes and were identified under the 10-Year Plan for future connection to the Town's raw water system. Converting these properties to use raw water will reduce the Town's current potable demands and thereby increase its potable supply available for other uses. Upon full conversion, the potable demand reduction will be approximately 100 AFY. As described in the 10-Year Plan, all of these accounts are planned to be connected to the raw water system within the next 10 years. Accordingly, all demand projection scenarios presented in Section 2.2 reflect the impacts from this demand reduction project.

¹⁷ The Town began taking delivery of Windy Gap supplies in 2021 and has started firming operations using Dry Creek Reservoir.

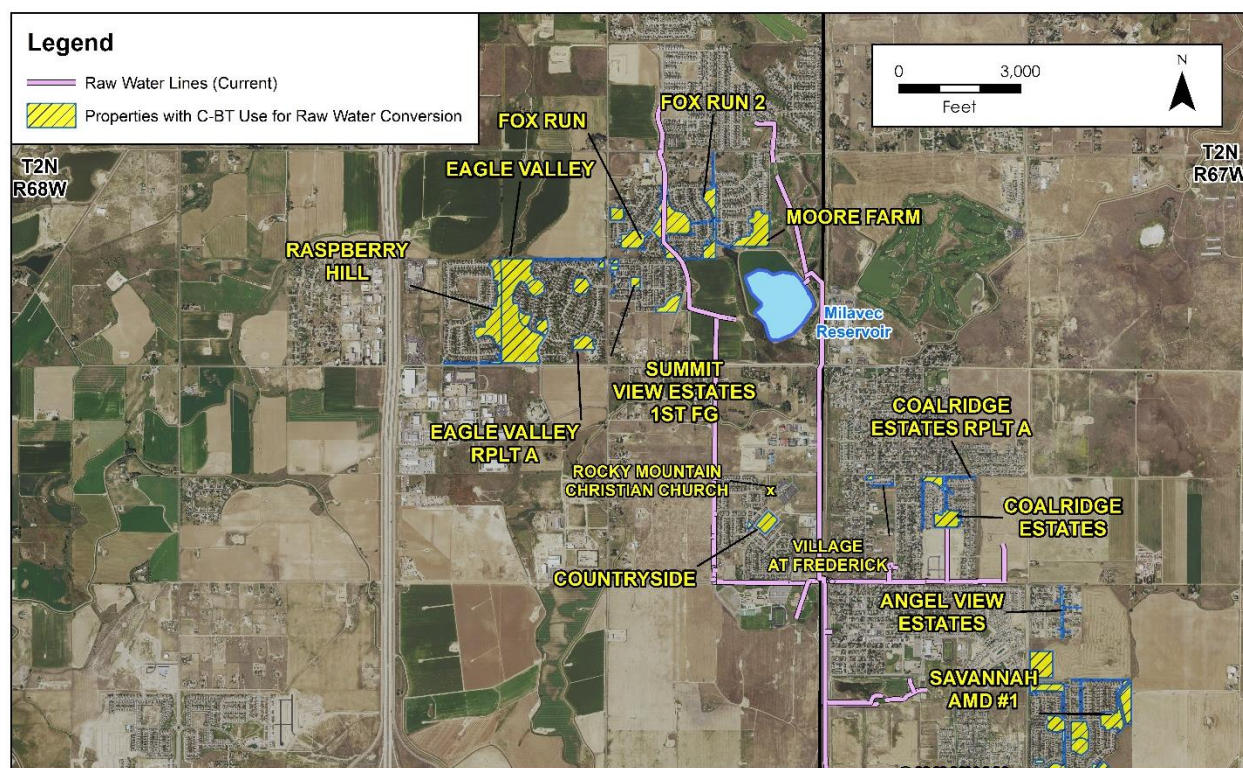


Figure 15: Properties to be Converted from Potable to Raw Irrigation Supply.

Infrastructure costs to implement the potable conversion project are still being evaluated by Town staff. For comparison against other projects under consideration, a planning-level cost of \$4.3 million for infrastructure was used based on information in the 2008 Raw Plan.¹⁸ This planning-level analysis indicates that the cost to implement the potable conversion project is approximately \$94,000/AFY of demand reduction. The Town intends to prepare an update to its raw water master plan in 2022 or 2023 to identify infrastructure requirements and implementation costs.

4.1.4 WATER CONSERVATION

The potable demand projections presented above in Section 2.2 show that a robust water conservation program has the potential to significantly reduce potable demands, thus reducing the potential supply shortages. The Town is committed to reducing demands through conservation efforts. To this end, the Town is adding a dedicated Conservation Specialist staff position in 2022 to implement the 2022 WEP and future WEP updates that are required by statute at least every seven years.

The 2022 WEP details the activities to be implemented by the Town to reduce potable demands by approximately 125 AFY by 2030.¹⁹ Examples of the types of activities selected under the 2022 WEP include:

- Improved utility water loss control.
- Landscape water budgets and water rates tied to each customer's budget.

¹⁸ Based on information in the 2008 Raw Water Infrastructure Master Plan to construct Systems B, E, and F, adjusted by inflation for this report.

¹⁹ Does not include potable demand reduction from the potable-to-raw conversion project because that is tracked separately in this Long-Term Plan.

- Rebates for smart irrigation controllers.
- Targeted rebates for the replacement of older indoor fixtures and appliances.
- Turf replacement incentive program (aka “cash for grass”).
- Water-efficient landscape ordinances for new construction, redevelopment, and municipal facilities.
- Public information and outreach.

The potable demand projections presented in Section 2.2 show that conservation activities over the next 50 years could potentially reduce demands by a maximum of approximately 1,000 AFY under the most progressive conservation scenario. The preliminary annual budget for implementing conservation programs is estimated at \$200,000 per year in 2022 and \$450,000 per year in subsequent years through 2070 with adjustments for inflation. These planning estimates are based on a review of six recent WEPs published by Colorado Front Range utilities and include a combination of program and infrastructure costs.²⁰ The planning estimate includes the addition of a full-time equivalent staff person responsible for implementing the selected activities and advancing the Town’s conservation program over time. A dedicated staff member is critical for the success of a robust conservation program.

The total planning-level cost for conservation programs over the 50-year planning period is approximately \$42 million. This indicates that the cost to implement this project is approximately \$42,000/AFY with the maximum potential demand reduction; however, the costs would be ongoing beyond the 50-year planning horizon.

4.1.5 PLAN FOR SATISFYING LBDC RETURN FLOW OBLIGATIONS

In order to use the LBDC shares being changed in the pending Water Court application for new (i.e., municipal) uses, the Town will need the capability to reliably replace return flow obligations associated with the historical use of the shares for irrigation. Return flows historically accrued to Boulder Creek, Coal Creek, Godding Hollow, and an unnamed tributary to Godding Hollow. The Town intends to satisfy obligations to Godding Hollow and the unnamed tributary by using an existing “augmentation station” structure located on the Lower Boulder Ditch that can make deliveries to Godding Hollow and by making releases from Milavec Reservoir.

The Town has started evaluating alternatives to satisfy obligations to Boulder Creek and Coal Creek, and these efforts will be continued in 2022 and 2023. Potential solutions include negotiating agreements to use existing structures owned by other parties or constructing new facilities that may include an augmentation station and/or storage.

4.1.6 NISP

NISP is a critical component of the Town’s water resources planning efforts due to the large volume of dependable potable supply (2,600 AFY) that would potentially be delivered to the Town. A key driver in formulating the 10-Year Plan was to develop the implementation plan for having adequate supplies until NISP is anticipated to be operational. As noted earlier, the Town remains committed to NISP and is optimistic that the project will be successfully implemented; however, there remains a degree of uncertainty about the reliability of this supply until the project becomes operational. NISP has obtained the necessary 1041 Permit from Larimer County and Clean Water Action Section 401 Permit from the State of Colorado but is still awaiting issuance of the Clean Water Action Section 404

²⁰ Implementation of certain types of water loss control projects could far exceed these costs and are not accounted for in this plan.

Permit and Record of Decision from the U.S. Army Corps of Engineers (USACE). These outstanding USACE permit approvals were anticipated to be issued in 2020 or 2021 but have not been received as of the date of this plan, and it is possible that lawsuits may cause additional delays after the USACE permits are issued. Northern Water is proceeding with the construction of project elements that do not require additional permits, the preparation of design plans, and work with NISP participants to develop implementation procedures. These efforts are being undertaken in anticipation of the project being permitted to proceed. However, given the uncertainty at this time, the Town is considering implementation scenarios where NISP does not deliver the full subscribed yield of 2,600 AFY as described below in Section 4.2.

Information prepared by Northern Water in 2020 indicates that the estimated total project cost for NISP would be approximately \$1.6 billion. The Town's participation in the project currently represents a 6.5% interest; therefore, the Town's obligation will be approximately \$104 million based on the 2020 estimate. With a dependable yield of 2,600 AFY, this would equate to a cost of approximately \$40,000/AFY. It is anticipated that the Town's NISP supplies will be treated and delivered by Central Weld pursuant to a separate agreement; however, costs for this arrangement are unknown at this time.

The Town will closely monitor the progress of NISP because it is a pivotal component of the Town's potable planning efforts. The Town will also consider expanded participation in NISP if the opportunity presents itself at a later date, as an alternative for addressing projected future supply shortages; however, the Town has no short-term plans to increase its subscribed volume beyond 2,600 AFY.

4.1.7 LOCAL WATER TREATMENT PLANT

The Town's potable supplies are presently treated at the Carter Lake Filter Plant and delivered to the Town by Central Weld. The Town's current agreements with Central Weld allow for the treatment of C-BT and Windy Gap supplies, and as noted above, NISP supplies are also anticipated to be treated and delivered by Central Weld. The Town would need to develop additional treatment capacity to make use of its Boulder Creek supplies (Lower Boulder Ditch shares being changed in the pending Water Court application and junior storage rights decreed in Case No. 17CW3216) for potable purposes.

Prior to 1988, the Town operated a water treatment plant located adjacent to Milavec Reservoir; however, the feasibility of treating Boulder Creek supplies to meet existing and anticipated drinking water quality standards needs to be investigated. As further described below in Section 4.2, the timeframe for needing a local treatment plant to meet potable demands is largely dependent on whether NISP is successful. Local treatment may be necessary in approximately 2034 if NISP is unsuccessful, but if NISP is successful, then local treatment may not be necessary until after 2053.

In 2023, the Town will advance investigations regarding the feasibility of treating Boulder Creek supplies stored in Milavec Reservoir to meet drinking water quality standards. The investigation will evaluate potential treatment technologies, costs, and time requirements to permit and construct the facility, as well as monitoring and evaluating current quality data for water stored in the reservoir. The Town will use this information to inform decisions about how to proceed as updated information becomes available regarding the likelihood and anticipated schedule for NISP deliveries.

4.1.8 REUSE

A portion of the Town's existing and planned future water supplies have the potential to be legally reused, which means that the Town may recapture and exercise control over municipal return flows (primarily wastewater effluent and lawn irrigation return flows), and then may place those recaptured return flows to use, including to meet the Town's raw water/irrigation demands. Reusable supplies include Windy Gap, at least a portion of NISP supplies, the Town's LBDC shares being changed in the pending Water Court application, and the Town's junior storage water rights. Conversely, C-BT units, unchanged ditch company water rights, and the senior Milavec Reservoir storage water right may legally be used only once. In order for the Town to legally reuse the unconsumed portion of (i.e., the return flows from use of) its Windy Gap, NISP, changed LBDC, and junior storage water right deliveries, a separate Water Court application would need to be filed. The following describes the estimated supply that may be available from reuse to evaluate the potential timing for implementation of the reusable supplies.

Only a portion of potable water deliveries to the Town's customers are fully consumed. Indoor water uses are largely unconsumed, with as much as 90% or more of the delivered water returning to the stream system through sewer drains. A portion of potable water deliveries to supply outdoor uses (i.e., irrigation) is also not consumed, running off irrigated areas and into storm sewer systems or accruing to the underlying aquifer; these are commonly referred to as lawn irrigation return flows ("LIRFs"). The evaluation of reuse potential completed as part of this planning effort has been limited to that portion of the water supply that would potentially be available from unconsumed indoor water deliveries from reusable sources that would be treated and then discharged to the stream at the Saint Vrain Sanitation District (SVSD) wastewater treatment facility (WWTF). Reuse potential would be higher with the inclusion of LIRFs, but the evaluation of whether to seek credit for LIRFs will not be completed until the Town has decided to file the Water Court application to reuse wastewater effluent.

The potable demand projections described in Section 2.2 were used to predict the future volume of the Town's wastewater that may be discharged from the SVSD WWTF. Wastewater outflows are projected to average approximately 1,970 AFY in the year 2070; however, not all effluent will be attributable to reusable sources of supply because the Town will continue to use C-BT units to meet a portion of its potable demands. The analysis is further influenced by the monthly timing of when reusable supplies are delivered to meet potable demands as described in the following two scenarios. In the winter when there is little outdoor use, most of the potable water deliveries will ultimately be discharged at the SVSD WWTF. In the summer, a lower percentage of the potable water deliveries will be discharged at the SVSD WWTF because of outdoor consumption. As a result, the quantities of reusable outflows vary depending on the monthly proportion of demands to be met with C-BT supplies and available reusable supplies.

The volume of reusable supply discharged at the SVSD WWTF will depend on the sources used to supply potable demands as well as the monthly pattern of deliveries. If Windy Gap, NISP, junior storage, and LBDC supplies are used to meet potable demands in addition to C-BT supplies, then the future volume of reusable supply discharged at the SVSD WWTF is projected to range from approximately 850 AFY to 1,500 AFY depending on the delivery schedule. The higher end of the range assumes that reusable deliveries to meet potable demands will preferentially be made during the non-irrigation season. If Windy Gap and NISP are used to supply potable demands in addition to C-BT supplies, but LBDC supplies and junior storage supplies are not (i.e., no local water treatment plant), then the volume of reusable supply discharged at the SVSD WWTF is projected to range from approximately 540 AFY to 1,180 AFY depending on the delivery schedule.

The values presented above represent the potential volume of reusable supply to be discharged at the SVSD WWTF, which is located approximately five miles north of the Town. There are two main strategies being considered by the Town to make subsequent use of reusable supplies after they are discharged at the SVSD WWTF. First, the Town may operate an “exchange” where water is diverted at an upstream location (e.g., the Lower Boulder Ditch headgate) in an amount equal to the “substitute” reusable supply being delivered downstream after the water is discharged at the SVSD WWTF outfall on Saint Vrain Creek. The ability to operate an exchange will depend on river administrative conditions (i.e., flow availability and call conditions, or “exchange potential”) and the available capacity to divert into the upstream structure.²¹ A Water Court application or ad hoc administrative approvals would also be required to allow for the operation of exchanges. Alternatively, the Town could pump the reusable supplies from a location near the SVSD WWTF outfall to the Town. This alternative would not require a separate Water Court application (other than the application to quantify the reusable supplies); however, infrastructure and permitting requirements would be more complex.

Regardless of whether the reusable supplies are exchanged or pumped to the Town, there is likely a need for additional storage capacity to retime the supplies for subsequent irrigation use. Options being considered to develop additional storage capacity include the construction of a new reservoir either near the SVSD WWTF or closer to the Town, or the expansion of Milavec Reservoir as discussed in the following section.

The information presented above indicates that reuse has the potential to provide a significant supply for meeting raw water demands; however, additional investigations are needed to evaluate the feasibility of various components and select the preferred alternative. Accordingly, the Town intends to commission a feasibility study related to reuse in 2023 or 2024. The investigation will evaluate project costs, legal needs, and time requirements to permit and construct any necessary infrastructure. The Town will use this information to inform decisions about how to proceed as updated information becomes available regarding the likelihood and anticipated schedule for NISP deliveries, as reuse supplies will be needed sooner if NISP is unsuccessful and Lower Boulder Ditch supplies or junior storage supplies are used to meet potable demands.

4.1.9 EXPANSION OF MILAVEC RESERVOIR

The Town’s raw water supplies and demands over a 29-year modeling period, including storage operations in Milavec Reservoir, were discussed above in Section 3.4. The results show that the existing capacity of Milavec Reservoir would be unable to store all available inflows in approximately one-third of the years over the modeling period. The modeled inflow volume that was unable to be stored (aka “spill volume”) averaged approximately 70 AFY. Sensitivity analyses were prepared to evaluate the potential benefits of expanding Milavec Reservoir to store the Town’s existing Boulder Creek supplies using the same supply and demand assumptions outlined in Section 3.4, but with variable capacity increases for Milavec Reservoir. The results show that increasing the storage capacity of Milavec Reservoir would decrease the frequency and volume of spills; however, the resultant decrease in unmet raw water demands would be limited. Increasing the capacity of Milavec Reservoir by 100 AF would reduce the unmet demand from approximately 200 AFY to 190 AFY, or by approximately 10 AFY; a capacity increase of 500 AF would reduce the unmet demand from approximately 200 AFY to 170 AFY, or by approximately 30 AFY. Given these results, the Town does not intend to pursue the expansion of Milavec Reservoir solely for the purpose of storing its changed

²¹ The Town would also need an agreement with the owner(s) of any upstream structure to divert water by exchange.

LBDC shares and storage rights; however, the expansion of this structure will be evaluated as part of the reuse feasibility study to retime supplies that are discharged at the SVSD WWTF.

4.1.10 ACQUIRE ADDITIONAL NATIVE WATER SUPPLIES

The Town may benefit from the acquisition of additional “native” water supplies that may be diverted from Boulder Creek and conveyed to the Town. The Town’s Municipal Code defines the term “native water” as “water historically applied to beneficial use within or near the Town’s planning area and that can be used by and is acceptable to the Town.” Under Colorado water law, native water refers to surface and underground water naturally occurring in a watershed, which is distinguished from imported and transbasin water that is sourced from locations unconnected with the receiving system such as C-BT. The Town’s existing portfolio of native water rights includes its LBDC shares, CRDC shares, and storage water rights.

The analyses prepared in support of the Long-Term Plan show that the Town has a need for additional potable and raw supplies to address projected future supply gaps. The acquisition of additional native water supplies may be a component of the Town’s implementation plan for addressing these shortages; however, due to present considerations, the Town intends to update its policies to only consider the dedication of native supplies that have been previously changed in Water Court to allow for municipal uses within the Town’s current and future boundaries and can be physically delivered to the Town. This policy is being implemented because the supply and demand analyses indicate that the Town has little need for additional unchanged native supplies, and the Town’s water attorneys have identified legal concerns about the viability of being able to successfully change the use of additional LBDC shares with terms and conditions that would be acceptable to the Town. This policy will be reevaluated as part of future updates to the Long-Term Plan.

4.1.11 REGIONAL PROJECTS & PARTNERSHIPS

Many other Front Range water providers are facing similar future supply shortages, which prompted the formation of the South Platte Regional Opportunities Water Group (SPROWG) in 2015 to explore regional cooperative strategies to meet water supply gaps. SPROWG commissioned a feasibility study to evaluate a holistic approach to meet diverse water needs in the South Platte River basin using multiple storage facilities at various locations between Denver and the state line, infrastructure to transport the water to users, and water treatment strategies (SPROWG, 2020). The study concluded that the SPROWG concept is technically and financially feasible, and that additional studies were warranted. The feasibility study specifically calls for collaborating with and inviting new partners to participate; therefore, the Town will be initiating efforts in 2022 to be included in SPROWG’s future planning efforts.

The Town will also evaluate opportunities to develop interconnections with nearby water providers that may have surplus raw or potable supplies that are capable of being delivered to the Town. These evaluations will be completed as opportunities arise, and will require an assessment of legal constraints, physical connection options, storage requirements, and water quality compatibility.

While there is no dependable yield associated with regional projects and partnerships at this time, the Town recognizes that collaboration with regional partners may offer future benefits.

4.2 ILLUSTRATIVE IMPLEMENTATION SCENARIOS

The projects to be implemented under the Long-Term Plan are interrelated, and the actual yield from a given project influences other components of the plan. For this reason, the Town will prepare an

annual assessment of supply and demand conditions that is presented to the Board of Trustees. The Town also intends to do a comprehensive update to the Long-Term Plan every five years, or as needed in response to significant changes in underlying assumptions. The following sections provide two illustrative implementation scenarios to depict how the Town's water resources planning efforts may unfold if NISP delivers the full subscribed yield of 2,600 AFY versus NISP being unsuccessful and delivering 0 AFY. These illustrations were selected to bookend NISP assumptions; however, it is possible that NISP will deliver a dependable yield somewhere in between these representations, which may be evaluated as part of future plan updates as the development of NISP progresses.

Both illustrative implementation scenarios have the following common project assumptions, which reflect the measures being implemented pursuant to the 10-Year Plan and 2022 WEP.

- **C-BT** supply is assumed to reach the Town's ownership limitation of 4,987 units by the year 2034. The dependable yield from 4,987 C-BT units is estimated to be 2,990 AFY based on an average annual quota of 0.6 AFY per C-BT unit.
- **Windy Gap** dependable yield from 8.0 units is assumed to be 300 AFY by the year 2026. Note this assumes the Town is able to purchase the additional 1.0 Windy Gap unit.
- **Potable to Raw Conversion** project will be completed within the next 10 years to reduce the potable demand by 100 AFY.
- **Water Conservation and Efficiency** measures will be implemented as outlined in the 2022 WEP and continued over the 50-year planning period.
- **Demands** for the first decade have been projected to be similar to the 10-Year Plan and 2022 WEP and continued to increase over the 50-year planning period.

Timelines illustrating both implementation scenarios are provided as **Attachment A**.

4.2.1 NISP AT 2,600 AFY

The following sections describe the illustrative implementation scenarios for potable and raw conditions if NISP successfully delivers a dependable yield of 2,600 AFY.

4.2.1.1 POTABLE CONDITIONS

No Local WTP

If NISP can deliver a dependable yield of 2,600 AFY to the Town by 2034, then the combined potable supplies from C-BT, Windy Gap, and NISP are projected to be adequate to meet the Town's potable demands through 2053 or 2064 depending on the demand projection scenario as discussed above in Section 2.2. The potable supply shortage after those dates is projected to range from 750 AFY to 1,810 AFY (**Figure 16**).

Local WTP is Constructed

If a local water treatment plant (WTP) is determined to be feasible, then one alternative for reducing the remaining potable supply shortage is to use the Town's changed LBDC shares and junior Milavec storage rights to meet a portion of the potable demands. Adding the treated changed LBDC and Milavec supplies to the potable supply portfolio of C-BT, Windy Gap, and NISP would potentially be adequate to meet the projected potable demands at buildout in three of the four scenarios; however, a shortage would remain under the low conservation demand scenario (**Figure 16**).²² The addition

²² The actual yield of changed LBDC and junior Milavec supplies for meeting potable demands will depend on storage operations and the schedule of deliveries.

of the changed LBDC shares and the junior Milavec rights to the potable supply portfolio has the potential to delay the onset of the potable supply shortage until approximately 2070, and the potable supply shortage after that date is estimated to be approximately 260 AFY (**Figure 16**). In order to use the changed LBDC shares and the junior Milavec rights for meeting potable demands, the local water treatment plant may need to be operational before 2053 when other potable supplies may no longer be adequate to meet the Town's demands. As discussed below, using the changed LBDC and junior Milavec supplies to meet potable demands would exacerbate the raw supply shortage because these supplies would no longer be available for meeting raw demands. This highlights the interrelationship between projects and the need for regular planning updates.

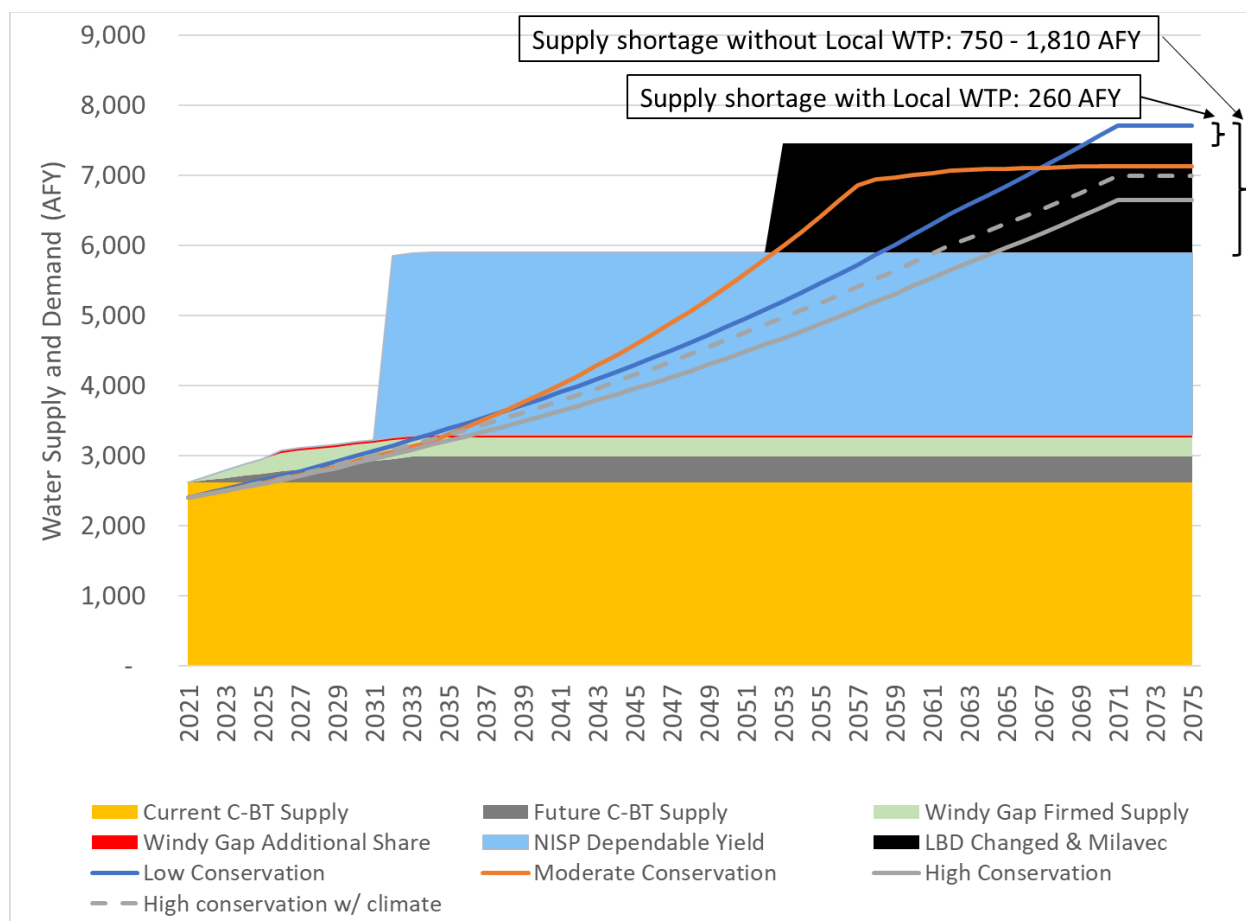


Figure 16: Example Potable Supply and Demand Conditions with NISP Yield of 2,600 AFY.

4.2.1.2 RAW CONDITIONS

No Local WTP

The analyses presented above in Section 3.4 evaluated the Town's capability to meet future raw water demands if all of the Town's changed LBDC shares and Milavec rights are used as a raw supply as opposed to a potable supply. The results showed that there would be a raw water supply gap of approximately 200 AFY; however, the Town's raw water supplies, including the LBDC and Milavec supplies, are estimated to be adequate to meet the Town's raw water demands until approximately 2043. Potential options for addressing a future shortage of this magnitude include acquiring additional native water supplies or developing reuse supplies as discussed above in Section 4.1.8. Depending on the delivery schedule under which Windy Gap and NISP are used to meet potable

demands, the volume of reusable supply discharged at the SVSD WWTF is projected to range from 540 AFY to 1,180 AFY. While conveyance and storage losses need to be evaluated as part of the planned reuse feasibility study along with its cost effectiveness, reuse would potentially provide the necessary volume to supply raw demands above what can be met using the Town's LBDC shares, CRDC shares, and storage water rights.

Local WTP is Constructed

If the Town's changed LBDC shares and junior Milavec supplies are used to meet potable demands as opposed to supplying raw demands, then the raw supply shortage at buildout is estimated to be approximately 1,700 AFY. This is an increase of approximately 1,500 AFY in raw supply shortage as compared to when the changed LBDC and junior Milavec supplies are not used to meet the Town's potable demands.

In this scenario with the changed LBDC shares and the junior Milavec rights being used as a potable supply, the volume of reusable supply discharged at the SVSD WWTF is projected to range from approximately 850 AFY to 1,500 AFY depending on the delivery schedule for using Windy Gap, NISP, LBDC shares, and junior Milavec rights to meet potable demands. Accordingly, the supply from reuse alone may not be adequate to eliminate the Town's future raw supply shortage. The timing of the raw water supply shortage is projected to occur around 2043, as under the prior scenario, because if NISP is successful then the LBDC shares and junior Milavec rights can be used for supplying raw demands until 2053 or later, until the local WTP is constructed to supply potable demands. Therefore, under this scenario, the Town would need reuse to be operational, or to have acquired additional native water supplies, to address raw water supply shortages that are projected to occur around 2043.

4.2.2 NISP AT 0 AFY

The following sections describe the illustrative implementation scenarios for potable and raw conditions if the dependable yield of NISP is 0 AFY.

4.2.2.1 POTABLE CONDITIONS

No Local WTP

If there are no dependable potable deliveries to the Town from NISP, then the combined potable supplies from C-BT and Windy Gap are projected to be adequate to meet the Town's potable demands through 2034 or 2036 depending on the demand projection scenario as discussed above in Section 2.2. The potable supply shortage after those dates is estimated to range from 3,350 AFY to 4,410 AFY (**Figure 17**).

Local WTP is Constructed

If the local water treatment plant (WTP) is determined to be feasible, then one alternative for reducing the remaining potable supply shortage is to use the Town's changed LBDC shares and junior Milavec rights to meet a portion of the potable demands. Adding the changed LBDC shares and junior Milavec rights to the potable supply portfolio of C-BT and Windy Gap would potentially delay the onset of the potable supply shortage until 2047 or 2055 depending on the demand projection scenario.²³ The potable supply shortage after those dates is estimated to range from approximately 1,800 AFY to 2,860 AFY (**Figure 17**). In order to use the changed LBDC shares and junior Milavec

²³ The actual yield of changed LBDC and junior Milavec supplies for meeting potable demands will depend on storage operations and the schedule of deliveries.

rights for meeting potable demands, the local water treatment plant may need to be operational before 2034 when other potable supplies may no longer be adequate to meet the Town's demands. This scenario is a key driver behind the decision to prepare the feasibility study related to the local water treatment plant within the next couple of years. As discussed previously, using the changed LBDC shares and junior Milavec supplies to meet potable demands would exacerbate the raw supply shortage because these supplies would no longer be available for meeting raw demands. This highlights the interrelationship between projects and the need for regular planning updates.

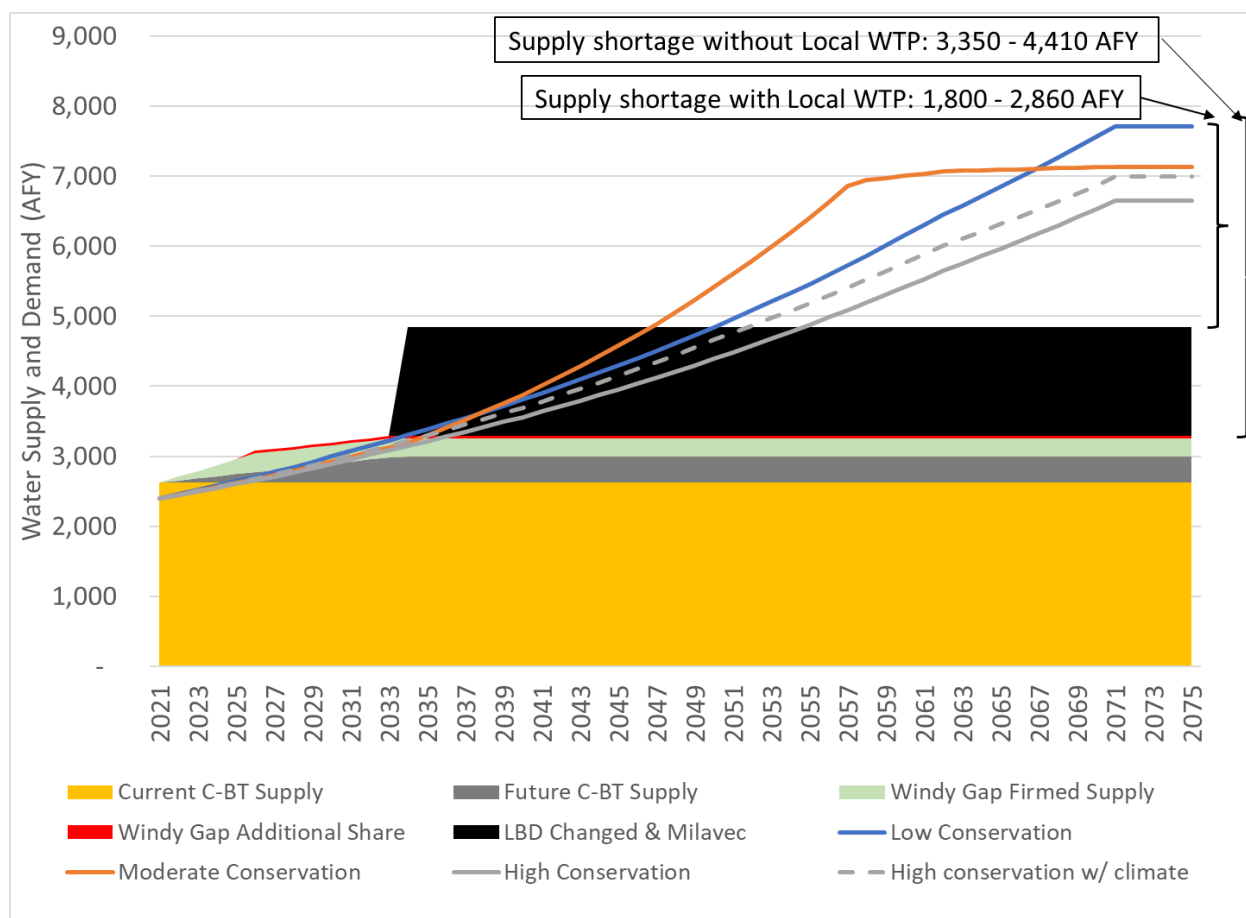


Figure 17: Example Potable Supply and Demand Conditions with NISP Yield of 0 AFY.

4.2.2.2 RAW CONDITIONS

No Local WTP

The Town's raw water supplies, including the changed LBDC and junior Milavec supplies, are estimated to be adequate to meet the Town's raw water demands until approximately 2043, at which point there is a need for additional raw supplies to meet the future raw water supply gap of approximately 200 AFY. Depending on the delivery schedule under which Windy Gap is used to meet potable demands, the volume of reusable supply discharged at the SVSD WWTF is projected to range from approximately 90 AFY to 210 AFY. Given that the projected volume of the reusable flows is relatively low and will be further reduced by conveyance losses, reuse alone is not expected to provide the necessary volume to supply raw demands above what can be met using the Town's LBDC shares, CRDC shares, and storage water rights. The cost effectiveness of developing reuse at this scale

will be evaluated as part of the planned feasibility study and compared against other raw water supply options such as the acquisition of additional native supplies.

Local WTP is Constructed

As previously discussed, if the Town's changed LBDC and junior Milavec supplies are used to meet potable demands as opposed to supplying raw demands, then the raw supply shortage at buildout is estimated to be approximately 1,700 AFY. This is an increase of approximately 1,500 AFY in raw supply shortage as compared to when the changed LBDC and junior Milavec supplies are not used to meet the Town's potable demands. The raw water shortage is projected occur in the year that LBDC shares start being used to meet potable demands (e.g., 2034).

In this scenario with the changed LBDC shares and junior Milavec rights being used as a potable supply starting as early as 2034, the volume of reusable supply discharged at the SVSD WWTF is projected to range from 400 AFY to 930 AFY depending on the delivery schedule for using Windy Gap, changed LBDC shares, and junior Milavec supplies to meet potable demands. The total raw water demand in 2034 is projected to be approximately 1,000 AFY; therefore, reuse and the Town's other native supplies may not be adequate to meet all raw water demands. This indicates that the Town must delay entering into new raw water service commitments relying on the use of its changed LBDC shares and junior Milavec rights until more information is known about the reliability of NISP and decisions have been made related to implementing reuse. Otherwise, there is risk that the Town's raw commitments may exceed its raw supplies if the changed LBDC shares and junior Milavec rights are determined to be necessary for supplying potable demands at a later date.

4.3 ACTION ITEMS

The illustrative implementation scenarios presented above highlight the interrelationship between projects and the need for regular planning updates. While the Town's exact path forward to develop a dependable water supply portfolio has elements of uncertainty, this Long-Term Plan and future updates will be instrumental in guiding the Town's decision making. Following is a summary of how Town staff and the Board of Trustees intend to focus their near-term efforts. A tabulation of action items and estimated implementation dates is provided as **Attachment B**.

1. The Town will purchase additional C-BT units over the next 10 years with the goal of reaching the ownership limitation that is imposed by Northern Water. The Town will also accept C-BT units to satisfy water dedication requirements as allowed under the Town's Municipal Code. These efforts are intended to maximize the Town's potable supply from C-BT units.
2. The Town will pursue opportunities to purchase an additional 1.0 Windy Gap unit to maximize the use of its leased storage space in Dry Creek Reservoir. The Town will also evaluate long-term storage options for its Windy Gap supplies in the coming years.
3. The Town will begin converting the 18 metered accounts identified under the 10-Year Plan that currently use potable supplies for irrigation over to the Town's raw water system. The conversions will commence in 2022 or 2023 and will continue over the next 10 years as adequate raw water supplies become available. The Town intends to prepare an update to its raw water master plan in 2022 or 2023 to identify related infrastructure requirements and implementation costs. This project will reduce the Town's current potable demands and thereby increase the potable supply available for other uses.
4. The Town will implement a robust water conservation program to reduce potable demands and thereby reduce its potable supply requirements. The near-term implementation measures are described in the 2022 WEP, which will be updated at least every seven years as required by statute.

5. The Town is actively pursuing opportunities to satisfy its return flow obligations related to the future use of its Lower Boulder Ditch shares for changed purposes. The initial efforts focus on using excess capacity in existing augmentation stations and storage structures; however, the construction of new facilities will be evaluated as needed. The capability to reliably replace return flow obligations is necessary for the Town to use Lower Boulder Ditch supplies to meet raw and/or potable demands.
6. The Town will closely monitor NISP progress to understand potential impacts on anticipated delivery volumes and the schedule for implementation. NISP is a critical component of the Town's potable supply and reuse planning due to the large volume of dependable potable supply (2,600 AFY) that would potentially be delivered to the Town. The Town remains committed to NISP and is optimistic that the project will be successfully implemented; however, the Town is planning for scenarios with reduced NISP deliveries given the present uncertainty of the project. If NISP deliveries are reduced and/or delayed, the Town will have a more urgent need for other potable supplies beyond what is projected to be delivered from C-BT and Windy Gap.
7. The Town will prepare a feasibility study in 2023 related to the potable treatment of Boulder Creek supplies stored in Milavec Reservoir to meet drinking water quality standards. If potable treatment is determined to be feasible, then the timeframe for needing a local water treatment plant to meet potable demands is largely dependent on whether NISP is successful. If NISP is successful, then local treatment may not be necessary until after 2053. If NISP is not successful, then local treatment may be necessary around 2034.
8. The Town will prepare a feasibility study related to reuse infrastructure and storage options, including the expansion of Milavec Reservoir, in 2023 or 2024. The Town will use this information to inform decisions about how to proceed as updated information becomes available. This will primarily focus on the likelihood and anticipated schedule for NISP deliveries because reuse supplies will be needed sooner if NISP is unsuccessful and Lower Boulder Ditch or junior storage supplies are used to meet potable demands.
9. The Town will initiate efforts in 2022 to be included in SPROWG's future planning. As opportunities arise, the Town will also evaluate potential interconnections with nearby water providers that may have surplus raw or potable supplies that can be delivered to the Town.
10. The Town will prepare an annual assessment of supply and demand conditions to be presented to the Board of Trustees. Progress towards reducing demands as a result of WEP efforts will also be evaluated as part of the annual assessments. The Town will prepare a comprehensive update to the Long-Term Plan every five years or as needed to address significant changes in underlying assumptions.

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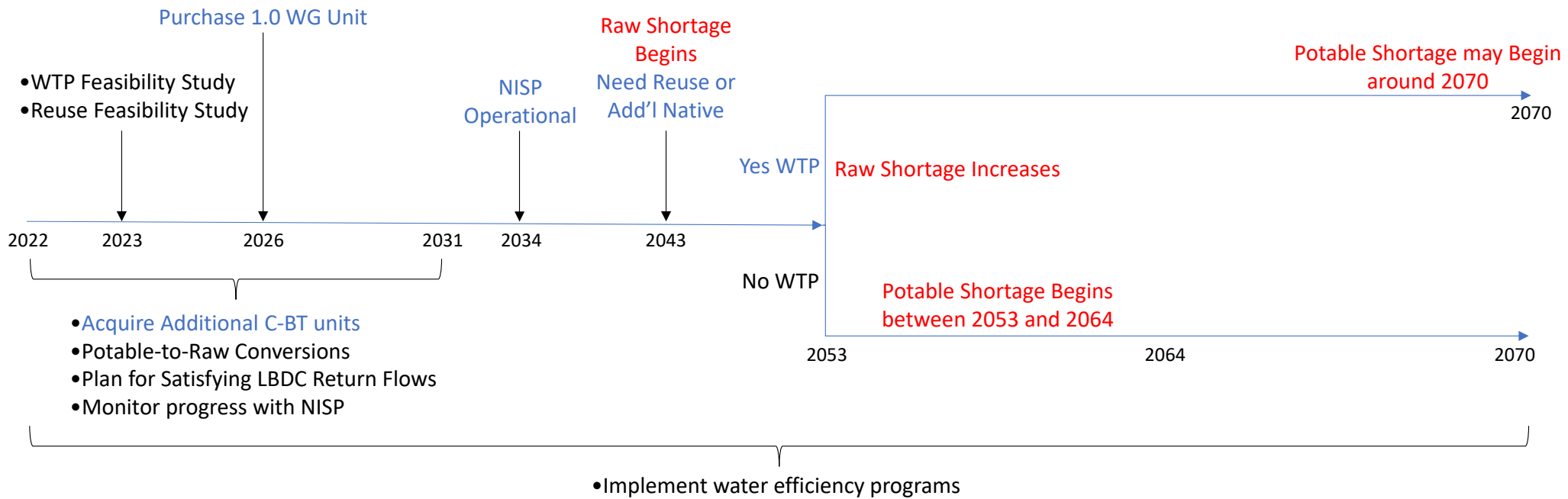
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ATTACHMENT A

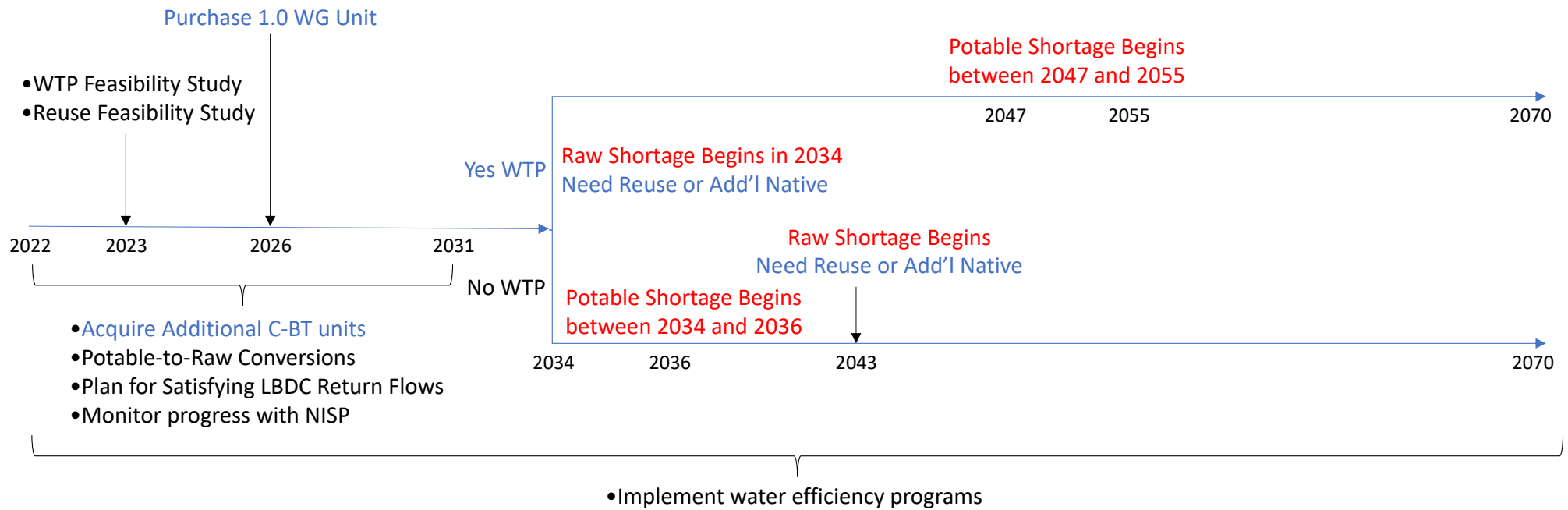
Illustrative Implementation Timelines

Timeline for Illustrative Implementation Scenario with NISP @ 2,600 AFY



**timeline not to scale*

Timeline for Illustrative Implementation Scenario with NISP @ 0 AFY



**timeline not to scale*

ATTACHMENT B

Summary of Nearer-term Action Items Identified in the
Long-Term Water Resources Plan

Summary of Nearer-Term Action Items Identified in Long-Term Water Resources Plan.

Project	Year(s)	Notes
C-BT Acquisitions	2022 - 2034	Purchase units to reach ownership limitation.
Windy Gap	2022 - 2026	Purchase additional 1.0 unit.
	2027 - 2035	Evaluate long-term storage options.
Raw Water	2022 - 2031	Convert 18 accounts to use raw instead of potable.
	2022 - 2023	Update raw water master plan.
Conservation/Efficiency	2022	Hire Conservation Specialist staff member.
	2022, ongoing	Implement programs outlined in 2022 Water Efficiency Plan.
	2029	Update Water Efficiency Plan no less frequently than every 7 years, as required by statute.
LBDC Return Flows	2022 - 2023	Negotiations to use existing structures.
	2023 - 2027	Develop new augmentation station and/or storage facilities, if needed
NISP	2022 - 2030	Monitor progress and anticipated schedule for deliveries.
	2025 - 2030	Collaborate with Central Weld to develop additional treatment capacity
	2025 - 2030	Evaluate expanded participation in NISP based on findings of local WTP and reuse feasibility studies
Local WTP	2023	Prepare feasibility study.
	TBD	Implementation schedule will be influenced by NISP progress and WTP feasibility study.
Reuse	2023 - 2024	Prepare feasibility study.
	TBD	Implementation schedule will be influenced by NISP progress and plans for the local WTP.
Milavec Res. Expansion	2023 - 2024	Evaluate as part of Reuse feasibility study.
Additional Native Water	2026	Update policies based on potential for changing add'l LBDC shares and plans for NISP, local WTP, and Reuse.
Regional Opportunities	2022, ongoing	Participate in SPROWG planning and evaluate other opportunities as they arise.
Water Resources Planning	annually	Annual status update to Board of Trustees.
Document Updates	2027, 2032	Update Long-Term Water Resources Plan every 5 years, if not warranted earlier.
Municipal Code Revisions	2022, ongoing	Update water dedication policies.

Summary of Nearer-Term Action Items Identified in Long-Term Water Resources Plan.

[illegible]

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-41**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
ADOPTING THE TOWN OF FREDERICK LONG-TERM WATER SUPPLY PLAN**

WHEREAS, the Town retained the consultant team from Element Water Consulting (Element), to assist with the creation of the Long-Term Water Supply Plan for the Town of Frederick; and

WHEREAS, Element used a process that delivered technical expertise and involvement from staff and Legal Counsel; and

WHEREAS, the Town and Element engaged in an iterative process to develop the Long-Term Water Supply Plan, which sets out an extensive list of possible programs, opportunities and strategies for the Town to meet the future demands of the community; and

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, held a public work session on April 19th, 2022 and considered the Long-Term Water Supply Plan as an official document and policy of the Town of Frederick.

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

- Section 1. Adoption of Plan.** The Board of Trustees finds adoption of the Long-Term Water Supply Plan to be in the best interest of the Town of Frederick, and hereby approves the plan, which is attached as **Exhibit A** to this Resolution.
- Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.
- Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.
- Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED AND ADOPTED THIS 24TH DAY OF MAY,
2022.**

ATTEST:

TOWN OF FREDERICK:

By: _____

By: _____

EXHIBIT A
(2022 Water Efficiency Plan)



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Consideration of Resolution to Accept Dedication of ROW for Colorado Boulevard and Tipple Parkway

Agenda Date: Town Board Meeting – May 24, 2022

Attachments:

- a. ROW Dedication Documents
- b. Vicinity Map
- c. Resolution 22-R-42

Finance Review:

Finance Director

Submitted by:

Jason Berg, E.I.
Civil Engineer

Approved for Presentation:

Bay
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:

Dedication of Right-of-Way to the Town of Frederick at the northwest 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 Shrek subdivision property owner is dedicating additional right-of-way to the Town of Frederick. The property is currently reserved for right-of-way on

Built on What Matters.

a parcel that serves as the Halleck subdivision and URA property as a detention pond and includes pedestrian sidewalk, traffic signal and crossing facilities as well as the eastbound lane and partial westbound left turn lane of existing Tipple Parkway.

As seen in the attached Dedication of Right-of-Way documents and CTII plan sheet the additional ROW covers an area of 34,761-square feet or 0.80 acre. Constructed in this area will be curb and gutter, Type R stormwater inlet, sidewalk, curb ramp and pedestrian crossing improvements, southbound right turn auxiliary deceleration lane and westbound auxiliary acceleration lane as well as the intersection traffic signal and associated utilities necessary for its installation.

Legal Comments:

The Town Attorney reviewed the Deeds of Dedication and prepared the Resolution.

Alternatives/Options:

The Town Board may choose whether or not to accept the dedication of right-of-way.

Financial Considerations:

Without the Dedication of Right-of-Way, the Town will not be able to construct certain public improvements at the northwest corner 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-42 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 for the opening, widening, installation, improvement, or maintenance 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 9th day of May, 2022

Grantor(s): Andrea S Halliel

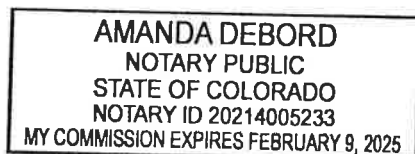
By: SEK

STATE OF COLORADO))ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9 day of May, 2022 by Sandra Halleck.

My commission expires: 2-9-2025

Witness my hand and official seal.



Amanda DuBord
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 1 and Lot 2 of the Shrek Minor Subdivision Amendment recorded February 17, 2009 as Reception No. 3605785 of the Records of Weld County and situate within the Southeast Quarter of Section Twenty-five (25), Township Two North (T.2N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 25 and assuming the South line of the Southeast Quarter of said Section 25 as bearing North 89°55'47" West a distance of 2625.19 feet with all bearings contained herein relative thereto;

THENCE North 89°55'47" West along the South line of the Southeast Quarter of said Section 25 a distance of 100.00 feet to the West line of said Shrek Minor Subdivision Amendment;

THENCE North 00°31'03" East along said West line a distance of 50.00 feet to a line parallel with and 50.00 feet Northerly of the South line of the Southeast Quarter of said Section 25;

THENCE South 89°55'47" East along said parallel line a distance of 19.83 feet;

THENCE North 45°15'03" East a distance of 71.29 feet to a line parallel with and 30.00 feet Westerly of the East line of the Southeast Quarter of said Section 25;

THENCE North 00°31'03" East along said parallel line a distance of 899.75 feet to the North line of said Shrek Minor Subdivision Amendment;

THENCE South 89°55'47" East along said North line a distance of 30.00 feet to the East line of the Southeast Quarter of said Section 25;

THENCE South 00°31'03" West along the East line of the Southeast Quarter of said Section 25 a distance of 1000.00 feet to the Southeast corner of Section 25 and the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 34,761 sq. ft. or 0.80 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.

A circular seal for Steven A. Lund, a Colorado Registered Professional Land Surveyor #34995. Overlaid on the seal is a handwritten signature "Steven A. Lund" in blue ink, the date "2-8-2022", and the text "Sht 1 of 2".

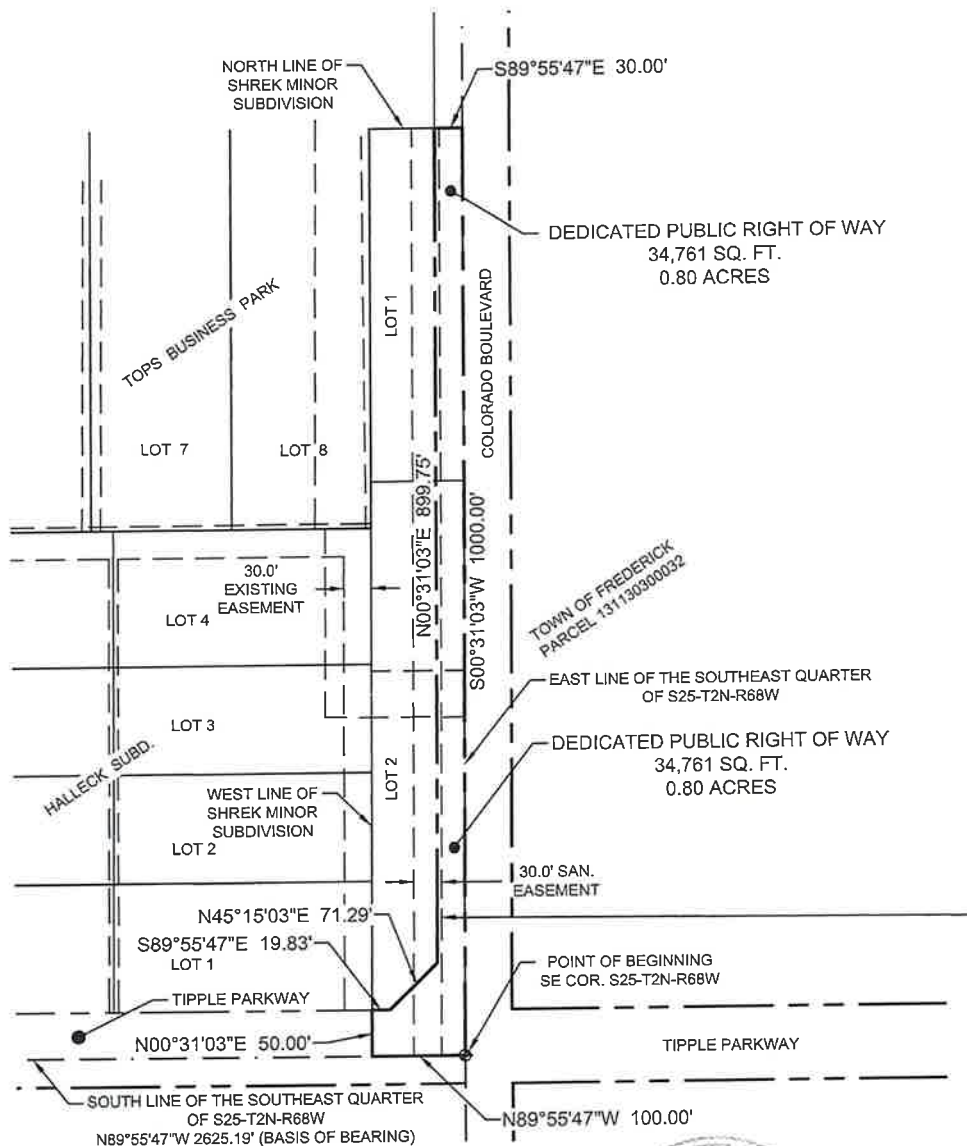
Steven A. Lund – on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

NORTHERN ENGINEERING
820 8th Street
Greeley, Colorado 80631
(970) 488-1113

EXHIBIT “B”
(Map)

EXHIBIT - RIGHT OF WAY DEDICATION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF FREDERICK,
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.



150 0 150 Feet

(IN U.S. SURVEY FEET)
1 inch = 150 ft.

S:\SURVEY JOBS\1293-017\DWG\EXHIBITS\1293-017 SHREK ROW DED EXHIBIT_2021-10-14.DWG

Steven A. Lund
34995
2-8-2022
Sht 2 of 2

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

NE | **NORTHERN
ENGINEERING**

FORT COLLINS: 301 North Horne Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
PHONE: 970.220.4158
www.northernengineering.com

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-42**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING
A DEDICATION OF RIGHT OF WAY FROM SANDRA S. HALLECK**

WHEREAS, the Sandra S. Halleck (“Grantor”), is the owner of certain real property described as:

LOT 2 SHREK MINOR AMENDMENT with a situs address of 7061 Colorado Boulevard, Frederick, CO 80530

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 portion of Lot 2 of the Shrek Minor Subdivision Amendment, 7061 Colorado Blvd, Frederick, CO 80530, 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 24TH DAY OF MAY,
2022.**

ATTEST:

TOWN OF FREDERICK

By _____

By _____

Meghan Martinez, MMC, Town Clerk

Tracie Crites, Mayor

EXHIBIT A
Deed of Dedication

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-42**

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A DEDICATION OF RIGHT OF WAY FROM SANDRA S. HALLECK**

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- a. The Board of Trustees approves the dedication of public right-of-way; generally located within a portion of Lot 2 of the Shrek Minor Subdivision Amendment, 7061 Colorado Blvd, Frederick, CO 80530, more particularly described in Exhibit A.
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Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED AND ADOPTED THIS 24TH DAY OF MAY,
2022.**

ATTEST:

TOWN OF FREDERICK

By _____

By _____

Meghan Martinez, MMC, Town Clerk

Tracie Crites, Mayor

EXHIBIT A
Deed of Dedication



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Adam Mahan, Trustee

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

Creating an Ad-Hoc Land Use Code Revision Committee

Agenda Date: Town Board Meeting – May 24, 2022

Attachments:

Finance Review:

Finance Director

Submitted by:

Meghan C. Miller

Town Clerk

Approved for Presentation:

Ray O...

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

At the Work Session on May 17, 2022 the Board discussed the Land Use Code (LUC) rewrite with Land Use Counsel Messenger. This resolution is the first step in creating the ad-hoc committee to review and make recommendations related to the land use code.

Detail of Issue/Request:

Adoption of the attached resolution would establish the Ad-Hoc Land Use Code Revision Committee. This committee will be tasked with completing a comprehensive review and revision of the Frederick Land Use Code in coordination with Planning Staff and Mr. Messenger.

With the adoption of Ordinance 1376, the membership of the committee can be determined by the Board of Trustees at their discretion. At the meeting, Mr. Messenger mentioned that the group should be no larger than eighteen (18) individuals. The proposed ordinance is within the confines of the recently updated municipal code regarding the creation of ad-hoc committees.

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Staff will bring forward recommended appointees at a later meeting date. This resolution is the first step in the creation of the committee and the work ahead in revising the code.

Legal Comments:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Board may choose to approve the resolution or not.

Financial Considerations:

The Land Use Code update is a budgeted item in the 2022 budget.

Staff Recommendation:

Staff recommends approval of the attached resolution to form the ad-hoc committee and start the LUC update process.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-44**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
CREATING AN AD-HOC LAND USE CODE REVISION COMMITTEE**

WHEREAS, it is the intent of the Board of Trustees to have a comprehensive and thorough review and revision of the Frederick Land Use Code; and

WHEREAS, the Board of Trustees of the Town of Frederick has determined it is in the best interest of the public to form an ad-hoc land use revision committee to accomplish these goals.

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

Section 1. The Board of Trustees hereby forms an Ad-Hoc Land Use Revision Committee. The Committee is charged with providing feedback to the Town and its representatives for the 2022-2023 update to the Town of Frederick Land Use Code project.

Section 2. Pursuant to Ordinance 1376, the membership of the committee shall consist of no more than eighteen stakeholders with a broad range of backgrounds and representative of a broad cross-section of the community that is recommended by staff and appointed by the Board of Trustees at a future meeting.

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 24th DAY OF May, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Trustee
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

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

Resolution Eliminating the Time Requirements for Town Board Meetings

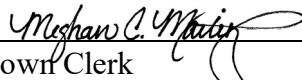
Agenda Date: Town Board Meeting – May 24, 2022

Attachments: a. Resolution

Finance Review:

Finance Director

Submitted by:



Town Clerk

Approved for Presentation:



Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

At the regular meeting on April 12, 2022, the Board directed staff to bring forward a resolution eliminating the specific time requirements of Town Board Meetings.

Detail of Issue/Request:

There has been a long-standing resolution on the books related to the time requirements of the Town Board Meetings. Resolution 05-R-066 required that Board meetings end at 11:00 P.M. unless extended by majority vote of the quorum in 30-minute increments. This has been disruptive in the ability for the Town Board to conduct business in an efficient manner and have caused multiple motions to be necessary to continue the meeting to complete necessary business of the Town.

Removal of this regulation will give the Board latitude to continue their meetings for whatever time necessary to complete necessary business of the Town.

Legal Comments:

Built on What Matters.

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Board may choose to approve the resolution or not.

Financial Considerations:

None.

Staff Recommendation:

Staff recommends approval of the resolution for clarity and to give the Board the latitude to conduct their meetings as necessary.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-44**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, REMOVING
SPECIFIC TIME REQUIREMENTS FOR THE TERMINATION OF TOWN
BOARD MEETINGS**

WHEREAS, the Town previously enacted Resolution 05R066 requiring that Town Board meetings end at 11:00 P.M. unless extended by a majority vote of the quorum in 30 minute increments; and,

WHEREAS, this time constraint has disrupted the ability for the Town Board to conduct business in an efficient matter as multiple motions and interruptions were required when conducting Town business; and,

WHEREAS, the Town Board is desirous to remove the requirement.

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

- Section 1.** The requirement that Town Board Meetings end at 11:00 P.M. unless extended by a majority vote of the quorum in 30 minute increments is hereby repealed.
- Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.
- Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.
- Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED AND ADOPTED THIS 24TH DAY OF MAY,
2022.**

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



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 Modification to the Clearview Villages Memorandum of Agreement for Public Improvements

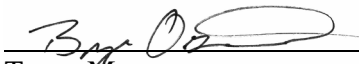
Agenda Date: Town Board Meeting – May 24, 2022

Attachments:

- a. Clearview Villages Memorandum of Agreement for Public Improvements
- b. Exhibit A – Clearview Villages Phase Plan
- c. Exhibit B – Engineers Estimated Costs
- d. Resolution 22-R-45

Finance Review: _____
Finance Director

Submitted by: Jason Berg _____
Civil Engineer

Approved for Presentation:  _____
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Strategic Plan Alignment:

Effective, Efficient and Strategic Government Operations:

This request aligns with the Town's Strategic Plan by the Town and Developer strategically planning for the efficient installation of public improvements associated with a subdivision so that it may be effectively utilized by our citizens.

Summary Statement:

A modification to the Clearview Villages MOAPI has been requested to clarify the timing and construction requirement of the raw water system.

Built on What Matters.

Detail of Issue/Request:

Pursuant to the Town's Subdivision regulations the Developer for the Clearview Villages subdivision is required to enter into an MOAPI as a condition of approval of Final Plat. The Final Plat and MOAPI were approved in their current form on January 5th, 2022 and following discussions between Town staff and the Developer, modifications have been requested to the MOAPI in order to clarify the construction timing of the raw water system. With this the Exhibit A – Phase Plan will be updated to include an additional Raw Water Phase, Exhibit B – Costs will be updated to include the Raw Water Phase costs, and Section 4.1(a) of the MOAPI is updated to reflect these changes.

This is being done under the possible anticipation of moving the subdivision development forward through all phases, Phases 1 through 4, strictly following the requirements of Alternative 1.E of Section 13-55.3(1) of the Frederick Municipal Code. With this the Developer would dedicate to the Town 1.0 units of Colorado-Big Thompson (CBT) water for each residential lot, or for each Single-Family Equivalency (SFE). To date 129 CBT units have been dedicated to the Town to satisfy Phase 1 and 2, proceeding by Alternative 1.E of Section 13-55.3(1) the Developer would be required to dedicate an additional 175 CBT units for Phase 3 and 4.

Alternatively, if the Developer is able to secure and supply to the Town an acceptable raw water source to meet the requirements of Alternative 2.E of Section 13-55.3(1) of the Frederick Municipal Code, the Raw Water System Phase could be constructed during any phase of development. Currently the construction of the raw water system is identified in Phase 4 of the Clearview Villages subdivision, this would cause issues if the system is needed earlier in the development or inefficient and ineffective if raw water is not made available to supply the system.

Legal Comments:

The MOAPI modifications and resolution have been reviewed by the special legal counsel Michow, Cox & McAskin LLP, retained by the Town for this project.

Alternatives/Options:

The Board may approve or deny modifications made to Section 4.1(a), Section 14.8, Exhibit A – Phase Plan Map and Exhibit B – Engineers Cost Estimate.

Financial Considerations:

Installation of a non-functioning raw water system would impart an undue reimbursement and maintenance burden upon the Clearview Villages Metro District taxpayers as those who will own and maintain the system, as well as the Town of Frederick for the portions that the Town would accept maintenance and ownership.

Staff Recommendation:

Staff recommends approval of the MOAPI updates and Resolutions 22-R-45.

CLEARVIEW VILLAGES SUBDIVISION
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT 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, Colorado (“TOWN”), and BCL Colorado LP, a Colorado limited partnership, whose address is 9601 Katy Freeway, Suite 475, Houston, Texas 77024 (“DEVELOPER”) (together, the “parties”).

WHEREAS, DEVELOPER has submitted a combined Preliminary/Final Plat for Clearview Villages (“SUBDIVISION” or “DEVELOPMENT”), attached as “Exhibit A” and incorporated herein by reference, which the Planning Commission and TOWN Board of Trustees have reviewed and approved; and

WHEREAS, the subdivision regulations of the TOWN requires that the DEVELOPER enter into a Subdivision Agreement hereafter called a Memorandum of Agreement for Public Improvements (“AGREEMENT” or “MOAPI”) with the TOWN concerning public improvements related to the Development detailed and attached as the “Schedule of Improvements, Exhibit B”, hereinafter called “Exhibit B” and incorporated herein by reference; and

WHEREAS, the parties have modified this standard AGREEMENT as indicated by the addition of certain special provisions, if any, in “Exhibit F”; and

WHEREAS, the TOWN and the DEVELOPER agree that such public improvements are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

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

1 GENERAL CONDITIONS.

1.1 Definitions:

- (a) **Accept:** The Town accepts public improvements after they have been constructed and inspected. Conditional Acceptance and Final Acceptance are the times when the warranty period begins and when the warranty period ends. Conditional and Final Acceptance by the Town must be in writing to be valid, as described in Sections 1.8, 1.9, and 1.10.
- (b) **Approve:** The Town will review and approve construction plans and the general design of engineered structures to ensure that they are in compliance with the Town’s Design Standards and Construction Specifications. However, the Town does not design these structures and

any failure due to faulty engineering is the liability of the design engineer who stamped the plans.

- (c) **Major Improvements:** Streets, including curb, gutter and sidewalk, and concrete structures that are built in place, such as detention pond outlet structures and box culverts.

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

1.3 Engineering and Surveying Services. The DEVELOPER agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design and construction of the Development and the public improvements identified in "Exhibit B", attached and incorporated herein by this reference. The engineering services shall be performed by or under the supervision of a Registered Professional Engineer licensed by the State of Colorado in accordance with the applicable Colorado law; and except as otherwise provided in this AGREEMENT, shall conform to the standards and specifications for public improvements as established and approved by the TOWN as of the date of submittal to the TOWN.

The surveying services shall be performed by or under the supervision of a Registered Land Surveyor, licensed by the State of Colorado in accordance with the applicable Colorado law and shall include, but not be limited to, the monumentation of the subdivision as provided by law.

1.4 Construction Standards. The DEVELOPER shall construct all improvements required by this AGREEMENT, according to plans and specifications reviewed and accepted in writing by the TOWN or by the utility providing the service, and with the approved plat, and in full conformity with the TOWN's construction specifications applicable at the time of construction plan acceptance. Such acceptance shall continue in effect for one (1) year from the date of acceptance. If the DEVELOPER commences or performs any construction after such one (1) year period, the DEVELOPER shall resubmit the project construction plans to the

TOWN for reexamination. The TOWN may require the DEVELOPER to comply with the TOWN standards and specifications that are in effect at the time of resubmittal.

1.5 Development Coordination. Unless specifically provided in this AGREEMENT to the contrary, all submittals to the TOWN shall be made to the TOWN Clerk with a copy to the TOWN Engineer, as may be designated by the TOWN. The TOWN Engineer, or the Engineer's designee shall render those acceptances required of the TOWN in connection with this AGREEMENT, except those requiring formal action by the Board of Trustees in the form of a resolution or ordinance, and shall have general responsibility for coordinating development with DEVELOPER.

1.6 Plan Submission and Acceptance.

- (a) The DEVELOPER shall furnish the TOWN complete plans for public improvements for the Development, and obtain written acceptance of such plans by the TOWN before the commencement of any construction work thereon. DEVELOPER shall submit all sanitary sewer plans to and shall acquire the written acceptance by the St. Vrain Sanitation District, the Left Hand Water District, and the Central Weld County Water District as required before the commencement of any construction work on such improvements. Acceptance shall be indicated by the signature of the appropriate district representative on each drawing in the plans set containing sanitary sewer and water system improvements.
- (b) The TOWN shall issue its written acceptance or disapproval of public improvement plans as expeditiously as reasonably possible. Said acceptance or disapproval shall be based upon the standards and specifications for public improvements as established by the TOWN, and the TOWN shall notify DEVELOPER of all deficiencies that must be corrected before plan acceptance. All deficiencies shall be corrected and DEVELOPER shall resubmit the plans for review and acceptance by the TOWN before the construction of any improvements.
- (c) The DEVELOPER shall submit all plans for public improvements as paper documents and by acceptable electronic transfer, AutoCAD™ drawing files (release 14, or newer). All written documents shall be submitted as paper documents and by acceptable electronic transfer, as word processing files, Microsoft Word, latest version, or compatible.
- (d) Amendments to the approved plans shall be submitted to the TOWN for review and approval in the same manner as for the original plans. Approval of amendments shall be in writing.

- (e) The DEVELOPER shall cause to be furnished to the Town Engineer a construction schedule for the proposed public improvements and obtain his written approval for such schedule at least five (5) days prior to the commencement of construction work. The construction schedule shall be updated each month until conditional acceptance of the construction is given. The construction schedule shall be provided to the Town Engineer electronically, in Microsoft Project Manager, or a similar program.

1.7 Incorporation by Reference. All plans, special provisions, and specifications for the public improvements furnished and let pursuant to this AGREEMENT as approved by the TOWN shall be and hereby are made a part of this AGREEMENT by reference as fully as if set out herein in full.

1.8 Insurance. The DEVELOPER shall require, and upon written request by the TOWN, furnish proof to the TOWN that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance through contract requirements and other normal means.

1.9 OSHA Compliance. The DEVELOPER shall require, and upon written request by the TOWN furnish proof to the TOWN, all contractors engaged in the construction of PUBLIC IMPROVEMENTS to faithfully comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

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

1.11 Financing and Improvement Guarantees.

- (a) Except as otherwise specifically agreed herein, the DEVELOPER agrees to install and pay for all improvements described in "Exhibit B" or otherwise required by this MOAPI as shown on the accepted plat, landscape plans, utility plans, construction drawings, and other accepted documents on file with the TOWN including, but not be limited to, all water system improvements, sanitary sewer collection lines, sanitary

sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, signing and striping, curb, gutter, sidewalk, landscaping, pedestrian and non-motorized paths and trails, street median, boulevard and subdivision entryway landscaping, street lighting, park improvements, irrigation systems, gas and electric distribution systems, and any other improvements constructed in relation to the development of the SUBDIVISION (collectively, the “SECURED IMPROVEMENTS”).

- (b) The DEVELOPER shall submit to the TOWN an Improvement Guarantee assuring construction of the SECURED IMPROVEMENTS. The term of the guarantee shall be for a time sufficient to cover the completion of construction of the public improvements and the warranty period through final acceptance; in no case shall the term of the guarantee be for fewer than two years. The guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on “Exhibit C” attached hereto and incorporated herein by reference. The guarantee shall be subject to approval by the Town Attorney. The guarantee, if a letter of credit, shall not expire during the winter season (November 1 - April 30).
- (c) The total amount of the guarantee shall be calculated as one hundred percent (100%) of the total estimated cost, including labor and materials, of all public improvements to be constructed as described on “Exhibit B”, except those public utilities to be owned by an entity other than the TOWN and for which a separate surety is provided. For the avoidance of doubt, while the amount of the Improvement Guarantee shall be calculated as described in this subsection (c), the Improvement Guarantee shall nonetheless assure construction of all SECURED IMPROVEMENTS and the TOWN shall not release the Improvement Guarantee until the TOWN has granted final acceptance of the SECURED IMPROVEMENTS. Partial releases of an Improvement Guarantee may be considered when development is phased and a phase has received conditional acceptance. Irrespective of partial releases, at all times during the warranty period on SECURED IMPROVEMENTS, the TOWN shall retain at least ten percent (10%) of the total improvement costs as an Improvement Guarantee under this section. The costs established in “Exhibit B” shall be reviewed and approved by the Town Engineer; however, partial release of the Improvement Guarantee, as set forth herein, shall not require amendment to the costs set forth in “Exhibit B”.
- (d) If the DEVELOPER has not submitted or fails to maintain the Improvement Guarantee, then the DEVELOPER is in default of this AGREEMENT and is subject to the provisions of Section 14.1 of this AGREEMENT, and the suspension of development activities by the

TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.

- (e) The estimated cost of completion of the public improvements to be constructed as described on “Exhibit B” may increase in the future. Accordingly, the TOWN reserves the right to review and adjust the cost estimates at any time in the future, or to require the DEVELOPER to provide an updated estimate of costs, before or after DEVELOPER provides the Improvement Guarantee. The TOWN will make adjusted cost estimates according to changes in the Construction Cost Index as published by the *Engineering News Record*. If the TOWN adjusts cost estimates for the Improvements, the TOWN shall give written notice to the DEVELOPER. The DEVELOPER shall, within thirty days after receipt of said written notice, give the TOWN a new or amended Improvement Guarantee in the amount of the adjusted cost estimates. If the DEVELOPER refuses or fails to so give the TOWN a new or amended Improvement Guarantee, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to finish the SECURED IMPROVEMENTS or correct deficiencies in the SECURED IMPROVEMENTS, or it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.
- (f) If an Improvement Guarantee is to expire within thirty (30) calendar days and the DEVELOPER has not yet provided a satisfactory replacement, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the SECURED IMPROVEMENTS, or correct deficiencies in the SECURED IMPROVEMENTS, as the TOWN deems appropriate.
- (g) If the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, then the TOWN shall furnish written notice to the DEVELOPER of the condition, and within thirty (30) days of receipt of such notice the DEVELOPER shall give the TOWN a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this section. If the DEVELOPER refuses or fails to give the TOWN a substitute qualifying Improvement Guarantee, or augment the deficient security, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the SECURED IMPROVEMENTS, or correct deficiencies in the SECURED IMPROVEMENTS, and it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.

- (h) If the DEVELOPER fails or refuses to construct the SECURED IMPROVEMENTS, or fails or refuses to finish the construction of the SECURED IMPROVEMENTS, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the SECURED IMPROVEMENTS, or correct deficiencies in the SECURED IMPROVEMENTS, as the TOWN deems appropriate

2 CONSTRUCTION OF IMPROVEMENTS.

2.1 Improvements to be Constructed. In accordance with the policies and ordinances of the TOWN, the DEVELOPER shall construct all improvements specified in “Exhibit B” and will comply with all additional provisions specified in “Exhibit F”. If there is a discrepancy between the quantity or size of improvements shown on any approved plans or drawings and the quantity or size listed in “Exhibit B”, then the TOWN shall determine which quantity or size applies in accordance with TOWN standards, specifications, regulations and policies; provided, however, that any increased cost to DEVELOPER attributable to the larger quantity or size may be eligible for reimbursement by adjacent benefitted property as specified in this MOAPI.

2.2 On-site and Off-site Rights-of-way, Easements, Licenses and Permits. For full development of the PROPERTY to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in “Exhibit B” and the approved development plans and convey the same to the TOWN. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the PROPERTY shall be the DEVELOPER’s sole responsibility, subject to reimbursement as detailed in this MOAPI.

- (a) All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by plat dedication or by general or special Warranty Deed in form and substance acceptable to the TOWN Attorney. The TOWN at the DEVELOPER’s expense shall record all title documents. The DEVELOPER shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the TOWN Attorney.
- (b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the PROPERTY, the DEVELOPER may request the TOWN’s assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN’s use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys’ fees, the TOWN may incur in providing assistance.

- (c) The TOWN and the DEVELOPER agree that the acquisition of off-site and on-site rights-of-way, easements, licenses and permit necessary to serve the transportation needs of the PROPERTY are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

2.3 Construction.

- (a) The DEVELOPER shall furnish and install, at its own expense, the improvements listed on “Exhibit B”, in conformance with the subdivision plat and final development plan, and with the construction plans, specifications and drawings approved by the TOWN. The Developer will cause his contractors to furnish the Town Engineer with a project schedule of proposed operations at least five (5) days prior to their commencement of construction work. Construction of public improvements shall be completed within a reasonable time, not to exceed two calendar years from the date of commencement.
- (b) If the DEVELOPER does not meet the above obligations, then DEVELOPER shall be in default of the AGREEMENT, and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT including the suspension of development activities by the TOWN including, but not limited to, withholding the issuance of building permits and certificates of occupancy.

2.4 Utility Coordination and Installation. In addition to the improvements described on “Exhibit B”, that are the DEVELOPER’s responsibility to construct, install and develop, the DEVELOPER shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other utilities required to serve the Development. All utilities within the Development shall be placed underground to the extent required by the *Frederick Municipal Code*.

2.5 Utility Relocation. The DEVELOPER shall pay the full cost of relocating existing utilities that the development of the SUBDIVISION may require. The DEVELOPER shall relocate all existing overhead utilities within the SUBDIVISION or in road rights-of-way adjacent to the SUBDIVISION, including but not limited to electric or telecommunications lines and cables, underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.

2.6 Trash, Debris, Mud, Wind and Water Erosion.

- (a) **Erosion and Sediment Control Plan.** The DEVELOPER shall provide a wind and stormwater erosion and sediment control plan for review and acceptance by the TOWN. The plan shall address the existing and potential erosion and sediment problems to be created by the proposed development. Conservation measures used to mitigate these concerns shall be in accordance with standards and specifications in effect at the time of construction and may include by way of illustration, restrictions on the acreage of land stripped of vegetation, temporary seeding with grass cover, the use of geo-textile and erosion control mats, sprinkling of exposed ground, berms and sedimentation fences, chiseling exposed ground, etc. If applicable, The DEVELOPER shall consult the Soil Conservation District regarding erosion and sediment control.
- (b) The DEVELOPER agrees that during construction of the development and improvements described herein, The DEVELOPER shall take any and all steps necessary to control trash, debris and wind or water erosion in the development. If the TOWN determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, The DEVELOPER agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by the TOWN. If the DEVELOPER does not abate said nuisance or if an emergency exists, to be determined by the TOWN in its sole discretion, the TOWN may abate the nuisance and/or correct any damage or injury without notice to the DEVELOPER, at the DEVELOPER's expense.
- (c) The DEVELOPER agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the TOWN. If the DEVELOPER does not abate such mud or debris, or if an emergency exists, the TOWN may abate the same at the DEVELOPER's expense.

2.7 State Stormwater Discharge Permit Required. The DEVELOPER shall obtain, if required by state or local statutes or policies, a CDPS "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction.

2.8 Operation of Construction Equipment.

- (a) The DEVELOPER shall prohibit the operation of construction equipment outside an enclosed structure between the hours of 8:00 p.m. and the hour of 7:00 a.m. on weekdays, or the hour of 8:00 a.m. on legal holidays and

weekends. The Town Engineer may, upon written application, alter the hours of operation for good cause.

- (b) The operation of construction equipment for grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request, the Town Engineer may alter the hours of operations.

2.9 Testing and Inspection.

- (a) The DEVELOPER shall employ, at its own expense, a licensed and registered testing company, authorized to do business in the State of Colorado, to do all testing of materials or construction that the TOWN may reasonably require, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrade, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the TOWN on a timely basis for TOWN review and acceptance before commencement or continuation of construction to which the testing is applicable. The DEVELOPER shall repair or remove all materials and work not conforming to such regulations, plans and specifications and replace the same at DEVELOPER's expense to conform to such regulations, plans and specifications.
- (b) At all times during construction of the public improvements the TOWN and/or representatives of the affected Special Districts shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the accepted plans and the TOWN's and Districts' construction regulations. The TOWN Engineer or District's Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the DEVELOPER. The TOWN may collect and deliver a water sample to Weld County Health Department for bacteriological tests of the potable water lines after the DEVELOPER has disinfected said lines according to the TOWN's or District's construction regulations, or the Town may require that the DEVELOPER shall employ, at the DEVELOPER's expense, a testing laboratory acceptable to the TOWN or District to conduct said bacteriological tests.
- (c) All work shown on the accepted public improvement plans shall be subject to inspection by the TOWN Engineer. Inspection by the TOWN Engineer shall not relieve the DEVELOPER from compliance with the accepted plans and specifications or the TOWN's construction regulations.

Inspection services requiring the presence of the TOWN Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of seventy-two (72) hours in advance with the TOWN Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of seventy-two (72) hours in advance to the TOWN Engineer for approval. All requests for after-hours inspection services shall be made in writing to the TOWN Engineer. If TOWN approves the request, the DEVELOPER shall reimburse the TOWN for all direct costs of the after-hours inspection services. If TOWN denies the request, the work shall not continue after the time requested until an inspection has been done during the hours listed above. The DEVELOPER shall comply with all notification and inspection requirements of the St. Vrain Sanitation District regarding sanitary sewer improvements.

- (d) The Developer shall pay the Town for all costs incurred by the Town in the performance of the above said services within ten (10) days of the Town submitting an invoice for said services. Failure by the Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order cessation of all activities on the DEVELOPMENT.

2.10 Conditional Acceptance of Constructed Public Improvements.

- (a) No later than fourteen (14) days after public improvements are completed for each phase or for the entirety of the Development, the DEVELOPER shall request inspection by the TOWN. If the DEVELOPER does not request this inspection within fourteen (14) days of completion of improvements, the TOWN may conduct the inspection without the approval of the DEVELOPER.
- (b) If improvements completed by the DEVELOPER are in substantial compliance with the approved public improvement plans, the TOWN shall grant “conditional acceptance,” which shall be subject to “final acceptance” as set forth herein. Through its Engineering Department, the TOWN shall issue to the DEVELOPER a letter acknowledging said conditional acceptance.
- (c) If improvements completed by the DEVELOPER are not in substantial compliance with the approved public improvement plans, the TOWN shall provide written notice to the DEVELOPER of the repairs, replacements, construction or other work required to receive “conditional acceptance.” The DEVELOPER shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After the DEVELOPER completes the repairs, replacements,

construction, or other work required, the DEVELOPER shall request of the TOWN a reinspection of such work to decide if the TOWN can grant “conditional acceptance.” The TOWN reserves the right to schedule reinspections, depending upon scope of deficiencies. The TOWN shall provide written notice to the DEVELOPER as to whether or not the work is acceptable before the TOWN acts to complete any such work at the DEVELOPER’s expense as provided in (d) below.

- (d) If the DEVELOPER has not completed the improvements on or before the completion dates set forth in “Exhibit B” herein, or if the DEVELOPER does not complete the repairs, replacements, construction or other work required within thirty (30) of said notice, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.
- (e) The DEVELOPER shall provide a certified statement of construction costs no later than forty-five (45) days after improvements are completed.
- (f) The DEVELOPER shall provide the Town Engineer certified Record Plan Transparencies on Black Image Diazo Reverse Mylars (as-built) plans and other required drawings upon completion of the construction of public improvements, and other documents as required by the TOWN no later than forty-five (45) days after improvements are completed. These documents shall show “as-built” locations and design details of such improvements. In addition, “as-built” plans and other required drawings for public improvements shall be submitted by acceptable electronic transfer, AutoCAD™ drawing files (release14, or later). Failure to provide the required as-built drawings may result in the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- (g) The TOWN shall issue no building permit for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines (if required), storm sewer facilities (including but not limited to storm sewers, catch basins and stormwater detention ponds) and streets (including but not limited to the curb, gutter and sidewalk, the street with top mat completed, and striping and signing installed) serving such structure have been completed and granted conditional acceptance.
- (h) The above requirements also apply to sewer and water improvements to be inspected and accepted by the appropriate Special District. The DEVELOPER shall obtain conditional acceptance of the improvements in writing and provide a copy of the same to the TOWN.

2.11 Maintenance and Warranty of Improvements. For a two (2) year period, which is the greater of either two (2) years or two (2) winter seasons, from the date of conditional acceptance of any improvements related to the Development, the DEVELOPER shall warrant said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements that, in the reasonable opinion of the TOWN, shall become necessary. If within thirty (30) days after the DEVELOPER's receipt of written notice from the TOWN requesting replacement or repairs to the public improvements, the DEVELOPER has not completed such repairs, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.

2.12 Final Acceptance.

- (a) At least thirty (30) days before two (2) years have elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, the DEVELOPER shall request a "final acceptance" inspection. The TOWN shall inspect the improvements and shall notify the DEVELOPER in writing of all deficiencies and necessary repairs, if any.
- (b) If there are no deficiencies, and after clear title to on-site and off-site right-of-ways and easements have been transferred to the Town by plat dedication or general or special Warranty Deed, and after all licenses and permits necessary for the development of the SUBDIVISION and obtained by the DEVELOPER have been transferred to the TOWN, the TOWN shall accept streets, right-of-ways and other public ways, easements, open spaces, parks and other lands dedicated on the plat and accept public improvements constructed by the DEVELOPER for ownership and maintenance by the TOWN and through the Engineering Department shall issue to the DEVELOPER a letter acknowledging said final acceptance.
- (c) If there are deficiencies of the public improvements, the TOWN shall provide a written notice identifying the deficiencies and the DEVELOPER shall correct all deficiencies at the DEVELOPER's expense. Deficiencies of improvements that are considered in the sole opinion of the Town Engineer to be Major Improvements as defined in Section 1.1(c) shall be subjected to an additional two-year warranty period and shall not be granted final acceptance following the DEVELOPER's correction of the deficiencies. In the event that the warranty period is extended by an additional two years, the letter of credit or other improvement guarantee provided by the DEVELOPER shall be reevaluated for sufficiency by the TOWN, and the guarantee must be extended such that it does not expire during any additional warranty period. Corrections to improvements that are not Major Improvements shall be eligible for final acceptance at the

end of the initial two-year warranty period and shall not be subject to an additional warranty period.

- (d) If the DEVELOPER does not correct all deficiencies and make repairs identified in the “final acceptance” inspection to the TOWN’s satisfaction within thirty (30) days after receipt of said notice, weather permitting, the TOWN may exercise its rights to secure performance as is provided in Section 14.1 of this AGREEMENT.
- (e) If any mechanic’s liens have been filed with respect to the public improvements, the TOWN may retain all or part of the Improvement Guarantee up to the amount of such liens until said liens have been released by the claimant or discharged by judicial action.
- (f) If the DEVELOPER fails to submit the improvements for the “final acceptance” inspection and obtain the Town’s acceptance of the public improvements within two (2) years of the date of the issuance of conditional acceptance, or if any improvements are found not to conform to this AGREEMENT or to applicable TOWN standards and specifications, then the warranty period shall extend on a month to month basis and the DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.
- (g) The above requirements shall also apply to the sewer and water improvements to be inspected and accepted by the appropriate Special District. The DEVELOPER shall obtain the final acceptance of the improvements in writing and provide a copy of the same to the TOWN.

- 3 PUBLIC USE LAND DEDICATION.** Before the issuance of any building permits, the DEVELOPER shall convey to the TOWN those certain lands as described or depicted on the subdivision plat as dedicated to public uses. Said conveyance shall be by General or Special Warranty Deed in form and substance satisfactory to the Town Attorney. The DEVELOPER shall, at the DEVELOPER’s expense, furnish a commitment for title insurance on the property at the time of conveyance. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and rights-of-way that would be readily apparent from a physical inspection. The TOWN shall record all title documents at the DEVELOPER’s expense.

4 WATER RIGHTS.

4.1 Water Rights.

- (a) If the DEVELOPER is proceeding under Alternative 1.E of Section 13-55.3(1) of the Frederick Municipal Code, and if such units were not transferred to the TOWN at the time of annexation, the DEVELOPER will transfer to the TOWN 1.0 units of Colorado Big Thompson (CBT) water for each residential lot, or for each Single-Family Equivalency (SFE) to be constructed within each applicable phase of the SUBDIVISION as shown in the Development Phase Map incorporated in “Exhibit A” prior to the TOWN issuing the first building permit within the applicable phase. If the DEVELOPER is proceeding under Alternative 2.E of Section 13-55.3(1), the DEVELOPER shall secure and supply a raw water source satisfactory to the TOWN and thereafter construct and complete the raw water system described in “Exhibit B” and shown in the “RAW WATER PHASE” of the Phasing Plan in “Exhibit A” (the “RAW WATER SYSTEM”); the DEVELOPER shall provide an Improvement Guarantee to secure the construction of the RAW WATER SYSTEM at the time of DEVELOPER’S election, if at all, to proceed under Alternative 2.E. The TOWN and DEVELOPER agree that sufficient CBT water has been dedicated to the TOWN for Phase 1 and Phase 2 (129 CBT units) as shown on the Development Phase Map, and upon the Town issuing Initial Acceptance for Phase 1 and/or Phase 2, the Town will not refuse to issue building permits for said Phases or future Phases of the SUBDIVISION based on any requirement for water dedication in Phases 1 and/or Phase 2 (as applicable). No building permits shall be issued within Phase 3 and Phase 4 unless and until, in DEVELOPER’S sole discretion: (i) DEVELOPER elects to and has transferred sufficient CBT water to the TOWN in accordance with Alternative 1.E of Section 13-55.3(1) of the Frederick Municipal Code, in which case DEVELOPER will not be required to construct or complete the RAW WATER SYSTEM (except that if DEVELOPER previously commenced construction of the RAW WATER SYSTEM, DEVELOPER shall cap and make safe any portion of the system no longer in use); or (ii) DEVELOPER has secured and supplied to the TOWN a raw water source for the RAW WATER SYSTEM and has completed, and the TOWN has conditionally accepted in accordance with Section 2.10 of this AGREEMENT, the RAW WATER SYSTEM.
- (b) The TOWN may require the dedication of irrigation water rights that are to be used in the irrigation of park and open space. The DEVELOPER shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN all non-tributary and not not-tributary groundwater as defined by

C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.

- (c) The TOWN and the DEVELOPER agree that the water rights dedications are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

5 WATER IMPROVEMENTS.

5.1 Water Service Availability. The TOWN provides potable water service by an intergovernmental agreement with the Central Weld County Water District. The TOWN does not guarantee the availability of potable water service to the DEVELOPER for any phase of the development from the CWCWD system. Provided that water service availability is confirmed by a TOWN water system analysis at the time the DEVELOPER requests water taps, the TOWN will provide water service to the DEVELOPER.

5.2 Extension of Water Services.

- (a) The DEVELOPER shall install at his sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances necessary to provide service from the TOWN's system to the SUBDIVISION pursuant to the TOWN accepted plans, specifications, and as described in "Exhibit B". These extensions may include the oversizing of lines and pumping and storage facilities for future development of adjacent property.
- (b) The DEVELOPER shall install at his sole cost and expense, all the water lines, fire hydrants and appurtenances within the SUBDIVISION. Water lines lying within the dedicated right-of-way and utility easements shall be dedicated to the TOWN after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of water lines and other water facilities will be as specified by the TOWN.

5.3 Water Connection and Plant Investment Fees.

- (a) Water connection and plant investment fees shall be the existing TOWN water connection and plant investment fees at the time that the DEVELOPER receives a building permit for a structure. Water connection and plant investment fees shall be paid when a building permit for a structure is released by the TOWN. CBT water shares are acceptable in lieu of cash payment for the CBT water share portion of the water tap fee for each water tap.

- (b) If the SUBDIVISION is not already in the Northern Colorado Water Conservancy District, the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
- (c) If the subdivision is not already in the Municipal Subdistrict of the Northern Colorado Water Conservancy District, the DEVELOPER agrees to petition for inclusion in said Subdistrict and to the payment of any fees and taxes levied by the Subdistrict as a condition of said inclusion.

6 SANITARY SEWER SERVICES

6.1 Provision of Sanitary Sewer Service.

- (a) The TOWN provides sewer service by an intergovernmental agreement with the St. Vrain Sanitation District. The DEVELOPER shall comply at the time of development with the District's requirements.
- (b) If the SUBDIVISION is not already in the St. Vrain Sanitation District the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
- (c) The TOWN shall require proof of purchase of a sewer tap for a building site before the TOWN will issue a building permit for the site.

6.2 Extension of Sanitary Sewer Services.

- (a) The DEVELOPER shall install at his sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the District's system to the SUBDIVISION pursuant to District accepted plans, specifications, and as described in "Exhibit B". These extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.
- (b) The DEVELOPER shall install at his sole cost and expense, all the sewer lines and appurtenances within the SUBDIVISION. Sewer lines lying within the dedicated right-of-way and non-exclusive utility easements shall be dedicated to District after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of sewer lines and other sewer facilities will be as specified by the District.

6.3 Sanitary Sewer Service Availability. The TOWN does not warrant the availability of sanitary sewer service to the DEVELOPER for any phase of development. A determination of sanitary sewer service availability by the District shall be made by the District.

6.4 Sanitary Sewer Tap and Plant Investment Fees.

- (a) Sanitary sewer tap and plant investment fees shall be the existing District sanitary sewer tap and plant investment fees at the time that the DEVELOPER requests sewer taps.
- (b) The TOWN shall require proof of payment of the sewer tap and plant investment fees for a building site before the TOWN will issue a building permit for the site.

7 ELECTRIC SERVICES.

7.1 Provision of Electric Service. The parties agree that the SUBDIVISION will receive electric service from the applicable utility. The DEVELOPER shall comply at the time of development with the utility's requirements for the extension of main feeder lines, internal subdivision distribution systems, service connections and the payment of any system capital investment fees required by the utility to the utility at the time that the DEVELOPER requests electric service. All electric facilities serving the SUBDIVISION and constructed by the DEVELOPER shall be dedicated to the utility prior to final acceptance.

8 DRAINAGE IMPROVEMENTS

8.1 Provision of Storm Water Drainage. It is agreed by the parties that the SUBDIVISION will participate in the storm water drainage system provided by the TOWN. The DEVELOPER shall comply at the time of development with the Town's requirements.

- (a) The DEVELOPER shall construct drainage improvements for the development in accordance with the master drainage plan for the PROPERTY prepared by the DEVELOPER and reviewed and accepted by the TOWN and the responsible drainage district, if any. These improvements may consist of on-site and off-site improvements, including but not limited to, storm water lines, drainage swales, pumping, detention facilities and storm water treatment facilities. The improvements may include the oversizing of facilities to accommodate future development of adjacent property or to accommodate pass-through of historical flows from adjacent property.

- (b) The DEVELOPER shall install at his sole cost and expense, all the storm water lines, drainage swales, pumping, detention and storm water treatment facilities within the SUBDIVISION. The DEVELOPER shall install at his sole cost and expense, such sedimentation and erosion control measures as are required.
- (c) The DEVELOPER shall install at his sole cost and expense, such groundwater and foundation drainage system as may be required for development of the SUBDIVISION. Operation Maintenance of any such ground water and foundation drainage system shall remain the responsibility of the DEVELOPER until specifically transferred to individual lot owner or an HOA.
- (d) Any reimbursements to the DEVELOPER for oversizing of storm sewer lines and other storm water facilities, or the construction of off-site facilities will be as specified in this MOAPI.

8.2 Master Drainage Plan.

- (a) The DEVELOPER, at his sole expense shall prepare a master drainage plan for the SUBDIVISION. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection, detention and treatment facilities for on-site storm water and the pass-through of off-site historical storm water flows based on the 100-year storm flows. If the master drainage plan results in changes to drainage affecting other property or facility owners, the TOWN may require the DEVELOPER to obtain written consent from each property or facility owner for the changes before the TOWN will accept the plan.
- (b) Storm water discharges and runoff shall be designed to discharge into the TOWN accepted drainage ways and facilities, and shall, to the maximum extent possible, avoid conveying storm water discharges in irrigation ditches. In the event that storm water discharges into an irrigation ditch, the DEVELOPER shall by separate agreement obtain the written consent of the owner(s) of the irrigation facility to accept said storm water. A copy of the agreement shall be provided to the TOWN before the TOWN will accept the master drainage plan.
- (c) The master drainage plan shall define the DEVELOPER's responsibility for on-site surface drainage improvements. The master drainage plan shall include construction of facilities to convey, collect and detain storm water and to remove pollutants from it.
- (d) The master drainage plan shall define the DEVELOPER's responsibility for groundwater and foundation drainage improvements, if any.

Groundwater and foundation drainage improvements shall not discharge into public storm water facilities or improvements without prior written acceptance by the TOWN. The DEVELOPER shall be responsible for obtaining all state and federal permits that may be required for the discharge of this groundwater to the state waters. Any groundwater drainage system facilities to be located within Town rights-of-way shall require the Town's approval of a License Agreement. The DEVELOPER shall be responsible for ongoing maintenance of all improvements necessary to transport groundwater to a natural drainageway or storm sewer system approved by the TOWN.

- (e) The master drainage plan shall define the DEVELOPER's responsibility for off-site improvements including the oversizing of facilities.
- (f) The TOWN may require the DEVELOPER to update the master drainage plan for the SUBDIVISION for the review of each final plat of a phased project to determine the design, timing, and responsibility for the improvements.

8.3 Drainage Improvement Construction.

- (a) The DEVELOPER shall construct drainage improvements for the PROPERTY in accordance with the Town's Master Drainage Plan and plans and construction specifications accepted by the TOWN and as described in "Exhibit B".
- (b) The DEVELOPER shall so design and construct all storm drainage facilities as to control all stormwater runoff greater than that historically generated from the SUBDIVISION. The DEVELOPER shall not alter historic flows in a way that would adversely affect upstream or downstream properties.
- (c) The DEVELOPER shall construct all improvements in an appropriate sequence to meet the demands that development of the SUBDIVISION generates. The DEVELOPER shall meet all TOWN standards and specifications in effect at the time of construction.

8.4 Overlot Grading of the SUBDIVISION. DEVELOPER shall initiate no overlot grading until the TOWN issues written acceptance of utility plans. The DEVELOPER shall provide temporary erosion control during overlot grading until the drainage improvements are completed.

8.5 Drainage Improvement Completion Before Issuance of Building Permits. Drainage improvements shall be completed and granted conditional acceptance by the TOWN before the issuance of building permits. Completion of the

improvements shall include the certification by a licensed professional engineer that the DEVELOPER has constructed the drainage facilities that serve the development in conformity with the plans reviewed by the TOWN. Any deviation from the accepted plans shall be the responsibility of the DEVELOPER to correct. Said certification shall be submitted to the TOWN at least two (2) weeks before the date of issuance for any subsequent building permit.

8.6 Modification of Accepted Drainage Improvements. Drainage improvements for each lot shall be constructed by the DEVELOPER in accordance with plans Approved by the TOWN. Said plans shall conform to the TOWN's then existing regulations. The DEVELOPER shall furnish copies of accepted plans to subsequent purchasers of lots and record a disclosure with all lots sold that it shall be the responsibility of the fee title holder to maintain the stormwater drainage improvements as constructed. Any changes from the Approved plans with respect to grade elevation, storm drainage facility design, or landscaping that will change, modify, impede or otherwise block the flow of stormwater on or across any private property, that occur as a result of the construction of houses and/or other development of lots, whether by the DEVELOPER or other parties, shall require the acceptance of the TOWN. The TOWN may withhold the issuance of building permits and certificates of occupancy until the TOWN has reviewed and determined that such changes are acceptable for the safe and efficient delivery of storm drainage water.

8.7 Storm Water Capital Expansion Fees. The DEVELOPER shall pay any storm water capital expansion fees to the TOWN.

8.8 Areas of Special Flood Hazard. Construction within a FEMA designated "area of special flood hazard" is prohibited except as may be allowed in accordance with Article 8 of the Frederick Land Use Code. If any portion of the SUBDIVISION lies within an area of special flood hazard, including unmapped areas of special flood hazard, as defined by the Federal Emergency Management Agency (FEMA), the DEVELOPER is responsible for all the necessary design and the submittal of an application to FEMA for proposed changes to the designation to enable development of the SUBDIVISION within said areas. The TOWN must review and accept any submittal to FEMA before it is submitted to FEMA. FEMA shall approve any change in the area of special flood hazard designation before they will permit the DEVELOPER to undertake development activities within the area affected by the proposed change.

9 TRANSPORTATION FACILITIES

9.1 Traffic Impact Study. The DEVELOPER shall provide the TOWN a traffic impact study prepared by a transportation professional with adequate experience in transportation engineering and planning, in accordance with the criteria specified by the TOWN at the time of submittal of a final plat, unless the TOWN

waives the requirement. The traffic impact study shall give special consideration to the use of traffic calming techniques and alternative modes of transportation in the design of the transportation facilities.

9.2 Off-site and On-site Rights-of-way, Easements, Licenses and Permits.

- (a) For full development of the SUBDIVISION to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in the accepted traffic study or future updates to the study. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the SUBDIVISION shall be the DEVELOPER's sole responsibility, subject to reimbursement as detailed in this MOAPI.
- (b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the SUBDIVISION, the DEVELOPER may request the TOWN's assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

9.3 On-site and Off-site Transportation Improvements. For full development of the SUBDIVISION to occur, certain on-site and off-site transportation improvements, as identified in the accepted traffic study, may be necessary. The DEVELOPER shall construct the improvements in a sequence acceptable to the TOWN to meet the demands that development of each phase of the SUBDIVISION will generate. The DEVELOPER shall follow all applicable provisions and standards of the Frederick Municipal Code. The DEVELOPER agrees to construct or contribute to the construction of all on-site and off-site transportation improvements to accommodate transportation needs that each phase of the SUBDIVISION development will generate.

9.4 On-site and Off-site Arterial Street Improvements and Arterial Intersection Improvements. The DEVELOPER's construction of on-site and off-site arterial street improvements and arterial intersection improvements in excess of the cost of a collector street and collector street intersection, excluding on-site rights-of-way and site-specific improvements, will be subject to reimbursement by the TOWN or adjacent benefitted property as specified in this MOAPI.

9.5 On-site Transportation Improvements. The DEVELOPER is solely responsible for construction of all transportation improvements to accommodate development of the SUBDIVISION that do not directly benefit other properties. The TOWN will not provide for reimbursement to the DEVELOPER for these expenses.

- 9.6 Street Improvements.** For the purposes of this AGREEMENT, “street improvements” shall be defined to include, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, traffic calming features, underground utilities, sidewalks, bicycle and pedestrian paths, traffic signs, street lighting, street name signs, landscaping, irrigation systems and drainage improvements. Street improvements other than curbs, gutters, sidewalks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed pursuant to TOWN accepted plans, specifications, and as detailed in “Exhibit B”.
- 9.7 Street Signs, Traffic Signs and Striping.** The DEVELOPER will install the striping, street name signs, stop signs, speed limit signs and other regulatory signs on all internal streets and on those off-site streets as determined appropriate by the TOWN. The DEVELOPER shall install signs and striping in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.
- 9.8 Street Lights.** The DEVELOPER will install all required street lighting and underground electrical supply.
- 9.9 School Bus Shelters.** The DEVELOPER will install at his sole cost and expense appropriately designed pedestrian shelters at school bus stops within the development. The location of the shelters shall be decided in cooperation with the School District. School bus shelters shall be owned and maintained by the Homeowners Association.
- 9.10 Mail Boxes.** The DEVELOPER shall coordinate with the U.S. Postal Service and bear the cost of installing cluster mailboxes for the subdivision.

10 PARKS AND OPENSOURCE

10.1 Park and Open Space Improvements.

- (a) **Park Master Plan.** Park and open space improvements for the development shall be designed by a professional park planner employed by the DEVELOPER, or by the TOWN at the DEVELOPER’s sole cost, and constructed in accordance with the resulting master plan accepted by the TOWN (and the Carbon Valley Recreation District, if the park and/or open space is to be dedicated to the District) and as detailed in “Exhibit B”. These improvements may include but not be limited to, the development of passive use open spaces and active use parks and open space and playgrounds.

- (b) The DEVELOPER shall construct, develop and install at his sole cost and expense, all landscaping, irrigation systems, ballfields, courts, skate parks, playgrounds, picnic shelters, restrooms, nature observation stations, trails and walkways within the SUBDIVISION in accordance with the master park plan.
- (c) Any reimbursements to the DEVELOPER for the construction of facilities to be shared by other developments will be as specified in this MOAPI.

11 FIRE PROTECTION FACILITIES. The DEVELOPER shall be solely responsible for installing all fire hydrants and other fire protection facilities in the SUBDIVISION and on its perimeter as may be required by the Frederick-Firestone Fire Protection District.

12 LANDSCAPING.

12.1 Public and Private Landscape Improvements.

- (a) **Public Landscaping Improvements.** The DEVELOPER shall employ a qualified landscape planner or architect to design landscape improvements for public lands and rights-of-way within the development. The DEVELOPER shall construct landscape improvements as required in the landscape and irrigation plans reviewed and accepted by the TOWN and as detailed in “Exhibit B”.
- (b) **Private Landscaping Improvements.** For private landscape improvements, excluding single family detached residential lots, the DEVELOPER shall furnish a final landscape plan to the TOWN for review and acceptance before installation of landscape improvements.

13 DEVELOPMENT REQUIREMENTS AND EXACTIONS NOT A TAKINGS.
The TOWN and the DEVELOPER agreed that in all instances the requirements and exactions contained in this agreement are directly related to and generated by the development intended to occur within the SUBDIVISION and that no takings thereby will occur requiring any compensation.

14 MISCELLANEOUS TERMS

14.1 Breach of AGREEMENT, Default. In the event that the DEVELOPER should fail to timely comply with any of the terms, conditions, covenants and undertakings of this AGREEMENT, the TOWN in its sole discretion may declare the DEVELOPER in default and after giving thirty (30) days written notice may call the security provided in Section 1.12 and exercise all other remedies available to the TOWN. The TOWN may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the completion of the improvements. Any cost incurred by the TOWN including,

but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the DEVELOPER shall be paid by the DEVELOPER. The TOWN may deduct these costs from the Improvement Guarantee. Failure to timely complete construction of improvements that is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the DEVELOPER'S control shall not be considered a breach of the AGREEMENT.

14.2 Reimbursement to TOWN. The TOWN may complete construction, repairs, replacements, or other work for the DEVELOPER pursuant to Sections 1.8, 1.9, 1.10, or 14.1 of this AGREEMENT with funds other than the Improvement Guarantee, in which event the DEVELOPER shall reimburse the TOWN within thirty (30) days after receipt of written demand and supporting documentation from the TOWN. If the DEVELOPER fails to so reimburse TOWN, then the DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.

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

14.4 Indemnification and Release of Liability.

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

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

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

14.6 Recording of AGREEMENT. This AGREEMENT shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The DEVELOPER shall include on the final plat a "plat note" noting the existence of the AGREEMENT and its attached Exhibits by reference to its reception number as recorded by the Weld County Clerk and Recorder. All recording fees shall be paid by the DEVELOPER. The TOWN shall retain the recorded AGREEMENT.

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

14.8 Assignment, Delegation and Notice. The DEVELOPER shall provide to the TOWN for approval, written notice of any proposed transfer of title to any portion of the Development and of the AGREEMENT obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. The DEVELOPER and successor shall, until written TOWN approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of the DEVELOPER under this AGREEMENT. Upon Town approval of the transfer or assignment of any portion of the Development or AGREEMENT, DEVELOPER shall be released from the performance of any and all duties, obligations, liabilities and responsibilities under this AGREEMENT. Notwithstanding the foregoing, the DEVELOPER may sell individual developed lots, without the TOWN's prior approval.

For purposes of this Section 14.8, “developed lots” shall mean lots for which all on-site and off-site public improvements required by this AGREEMENT have been completed and issued conditional acceptance in accordance with the requirements of Section 2.10 of this AGREEMENT. The sale or transfer of individual developed lots by the DEVELOPER shall not release the DEVELOPER from maintenance and warranty obligations associated with the improvements or any other improvement obligations set forth in this AGREEMENT.

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

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

TOWN:

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

With copy to:

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

DEVELOPER:

BCL Colorado LP
Attn: Louis Conrad
9601 Katy Freeway, Suite 475,
Houston, Texas 77024

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

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

- 14.12 Approvals or Acceptance.** Whenever approval or acceptance of a matter is required or requested of the TOWN pursuant to any provisions of this AGREEMENT, the TOWN shall act reasonably in responding to such matter.
- 14.13 Previous Agreements.** All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this AGREEMENT, then this AGREEMENT controls.
- 14.14 Title and Authority.** The DEVELOPER warrants to the TOWN that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter this AGREEMENT.
- 14.15 Severability.** This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of the DEVELOPER or any agent thereof, any provision of the AGREEMENT is held to violate municipal, state, or federal laws and thereby rendered unenforceable, the TOWN, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 14.16 Original Counterparts.** This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.
- 14.17 Choice of Law and Venue.** This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in the County of Weld, State of Colorado. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State courts located in the County of Weld, State of Colorado shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this

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

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

ATTEST:

By _____
Meghan C. Martinez, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

[SEAL]

DEVELOPER:

BCL COLORADO LP, a Colorado limited partnership

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ (signatory's name) as _____ (position/title) of BCL COLORADO LP, a Colorado limited partnership.

My commission expires:

Witness my hand and official seal.

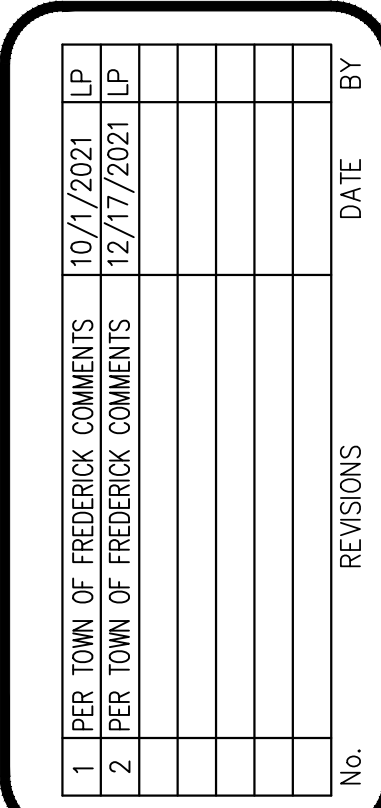
Notary Public

[SEAL]

EXHIBIT A

MAP, LEGAL DESCRIPTION AND DEVELOPMENT PHASE MAP

A PARCEL OF LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO
±105 ACRES - 301 LOTS

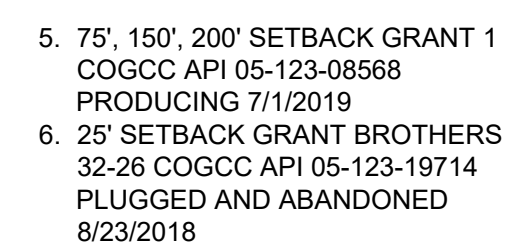


NOT FOR
CONSTRUCTION

PRELIMINARY/FINAL
PI AT

DATE: 06/04/2021
PROJECT NO.: 18218

A PARCEL OF LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO
±105 ACRES - 301 LOTS



3 of 5

CLEARVIEW VILLAGES
PRELIMINARY/FINAL PLAT

A PARCEL OF LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO - ±105 ACRES, 301 LOTS

Line Table		
Line #	Length	Direction
L1	2.38'	N20° 43' 28"W
L2	19.11'	N11° 53' 12"E
L3	31.80'	N25° 51' 35"E
L4	33.57'	N08° 30' 50"W
L5	51.99'	N57° 36' 13"W
L6	28.10'	N26° 41' 08"E
L7	6.75'	N39° 00' 57"W
L8	94.68'	N05° 58' 52"E
L9	27.32'	N00° 00' 22"W
L10	35.11'	S18° 43' 27"W
L11	42.72'	S03° 36' 26"W
L12	20.23'	S71° 04' 08"E
L13	3.90'	S12° 21' 27"E
L14	49.18'	S79° 30' 10"E
L15	46.96'	S57° 33' 06"E
L16	26.76'	N76° 37' 03"E
L17	26.65'	S75° 12' 50"E
L18	2.49'	S80° 33' 13"E
L19	33.65'	S28° 39' 13"E
L20	17.06'	S76° 48' 16"W
L21	23.29'	S38° 26' 43"W

Line Table		
Line #	Length	Direction
L22	36.16'	S11° 45' 55"W
L23	39.38'	S25° 10' 48"W
L24	75.57'	S03° 07' 24"W
L25	20.56'	S66° 21' 16"W
L26	82.13'	S48° 29' 10"W
L27	14.48'	S53° 02' 44"W
L28	7.94'	S00° 44' 06"W
L29	67.79'	S34° 04' 49"W
L30	37.07'	S16° 23' 11"W
L31	24.56'	S28° 41' 27"W
L32	14.14'	N45° 15' 17"W
L33	37.15'	N23° 29' 47"W
L34	14.15'	S44° 44' 26"W

Line Table		
Line #	Length	Direction
L35	27.28'	S63° 43' 10"W
L36	116.55'	S11° 15' 17"E
L37	105.11'	S63° 43' 10"W
L38	30.61'	S63° 43' 10"W
L39	80.51'	S13° 45' 16"W
L40	118.13'	N42° 57' 56"W
L41	28.94'	S13° 45' 16"W
L42	21.21'	S44° 44' 27"W
L43	21.21'	N45° 15' 33"W
L44	21.33'	N45° 03' 01"E
L45	21.21'	S45° 15' 34"E
L46	21.08'	S44° 21' 52"W
L47	21.21'	N45° 15' 34"W
L48	21.21'	N44° 44' 26"E
L49	21.08'	S44° 52' 56"E
L50	21.24'	S44° 44' 26"W
L51	21.21'	N45° 15' 34"W
L52	20.87'	N57° 44' 27"W
L53	21.59'	N32° 06' 31"E
L54	21.22'	S68° 28' 00"E
L55	21.22'	N44° 44' 57"E

Line Table		
Line #	Length	Direction
L102	90.63'	S04° 30' 56"E
L103	203.44'	N89° 51' 56"E
L104	55.29'	N00° 15' 34"W
L105	52.02'	N06° 31' 51"E
L106	8.34'	N00° 15' 34"W
L107	16.62'	N00° 15' 34"W
L108	54.08'	S33° 56' 58"E
L109	28.80'	N04° 56' 15"E
L110	21.21'	N44° 50' 40"W
L111	76.27'	N47° 21' 33"W
L112	21.21'	S87° 38' 27"W
L113	52.96'	S00° 15' 34"E
L114	37.15'	S23° 29' 47"E
L115	54.08'	N33° 25' 50"E
L117	54.08'	N56° 03' 02"E
L118	54.08'	N56° 03' 02"E
L121	85.51'	S23° 30' 06"E
L122	85.51'	N23° 30' 06"W
L123	74.18'	S47° 21' 33"E
L124	110.00'	S89° 44' 26"W
L125	40.49'	S00° 15' 34"E

Line Table		
Line #	Length	Direction
L56	21.21'	S45° 15' 34"E
L57	21.20'	S21° 31' 26"W
L58	21.23'	N68° 28' 34"W
L59	21.21'	N44° 44' 26"E
L60	21.21'	S45° 15' 34"E
L61	21.21'	S44° 44' 26"W
L62	21.23'	N68° 28' 34"W
L63	21.20'	S21° 31' 50"W
L64	21.23'	N68° 28' 10"W
L65	21.20'	N21° 31' 50"E
L66	21.23'	S68° 28' 10"E
L67	109.98'	N74° 27' 25"W
L68	20.79'	S57° 59' 04"E
L69	21.21'	S02° 21' 34"E
L70	21.21'	S87° 38' 28"W
L71	21.20'	S21° 32' 00"W
L72	21.23'	N68° 28' 10"W
L73	76.27'	N47° 21' 33"W
L74	21.21'	N02° 21' 33"W
L75	21.21'	N87° 38' 27"E
L76	96.45'	N68° 26' 46"E

Line Table		
Line #	Length	Direction
L126	92.26'	S66° 33' 47"W
L127	94.88'	S00° 15' 34"E
L128	111.36'	N83° 20' 21"W
L129	13.40'	N00° 15' 34"W
L130	61.30'	N21° 28' 08"E
L131	31.17'	N39° 05' 40"E
L132	92.48'	S89° 44' 26"W
L133	30.56'	N39° 05' 40"E
L134	109.39'	N50° 54' 20"W
L135	94.27'	N11° 51' 21"W
L136	19.75'	N19° 57' 02"W
L137	26.73'	N10° 42' 36"W
L138	95.87'	S00° 15' 34"E
L139	23.12'	N89° 33' 04"E
L140	60.00'	N89° 48' 49"E
L141	24.22'	S89° 44' 26"W
L143	28.20'	S89° 44' 26"W
L144	62.50'	S89° 44' 26"W
L146	110.00'	S00° 40' 25"E
L149	110.00'	S03° 51' 25"E
L150	110.00'	S07° 02' 25"E

Line Table		
Line #	Length	Direction
L77	21.16'	S67° 20' 35"E
L78	125.00'	N00° 15' 33"W
L79	125.00'	S00° 15' 33"E
L82	22.25'	N26° 05' 21"E
L84	21.93'	S04° 16' 28"E
L85	21.21'	S45° 09' 26"W
L86	5.93'	S66° 25' 24"E
L87	21.21'	N44° 50' 40"W
L88	34.95'	N13° 24' 53"E
L89	21.21'	S44° 50' 40"E
L90	21.21'	S45° 09' 20"W
L91	21.21'	N44° 50' 40"W
L92	21.21'	N45° 09' 20"E
L93	123.63'	N05° 34' 15"E
L94	105.63'	S66° 25' 24"E
L95	105.63'	S40° 03' 54"E
L96	119.01'	N36° 45' 21"E
L97	123.63'	N67° 56' 28"E
L98	21.21'	N45° 09' 20"E
L100	119.18'	S47° 21' 33"E
L101	177.19'	S42° 38' 27"W

Line Table		
Line #	Length	Direction
L151	58.89'	N87° 44' 05"E
L152	58.89'	N84° 33' 05"E
L153	58.34'	N81° 42' 05"E
L155	44.27'	N89° 44' 26"E
L156	16.34'	N02° 54' 51"W
L158	31.90'	N10° 59' 45"W
L159	19.00'	N05° 15' 12"W
L160	20.80'	N34° 15' 37"E
L162	23.96'	S07° 34' 18"E
L163	32.62'	S45° 21' 09"E
L165	124.01'	N13° 59' 37"W
L166	55.04'	S74° 50' 30"W
L167	55.04'	S72° 30' 45"W
L168	74.18'	N47° 21' 33"W
L169	55.04'	S70° 10' 59"W
L170	55.05'	S67° 51' 35"W
L171	58.34'	N74° 42' 40"E
L172	58.88'	N71° 49' 08"E
L173	58.88'	N68° 38' 09"E
L174	110.00'	S16° 35' 23"E
L175	110.00'	S19° 46' 22"E

Line Table		
Line #	Length	Direction
L176	110.00'	S22° 57' 21"E
L177	110.00'	S23° 26' 13"E
L178	17.45'	S89° 33' 36"W
L179	112.19'	N05° 35' 41"W
L180	21.35'	N66° 33' 47"E
L181	96.84'	S89° 33' 36"W
L182	113.07'	S07° 08' 45"W
L183	133.77'	S38° 52' 37"W
L184	7.33'	S23° 30' 54"E
L185	54.12'	N57° 10' 52"W
L186	54.05'	N10° 11' 56"E
L187	15.19'	S23° 30' 54"E
L188	7.96'	N00° 15' 34"W
L189	112.09'	S79° 47' 34"W
L190	19.74'	S10° 42' 36"E
L191	0.29'	S00° 15' 34"E
L192	40.53'	S23° 30' 54"E
L193	111.77'	S73° 03' 49"W
L194	12.67'	S10° 42' 36"E
L195	72.97'	S03° 46' 12"E
L196	75.64'	S13° 21' 46"E

Line Table		
Line #	Length	Direction
L197	40.08'	S20° 54' 16"E
L198	110.00'	N81° 34' 06"E
L199	110.00'	N71° 42' 21"E
L200	28.22'	S23° 30' 54"E
L202	119.85'	S78° 03' 30"W
L203	53.33'	S78° 03' 30"W
L204	18.77'	N83° 00' 34"W
L205	119.95'	N78° 08' 39"E
L206	123.29'	N78° 08' 39"E
L207	78.33'	N00° 04' 58"E
L208	74.69'	S00° 04' 58"W
L209	17.07'	N83° 00' 34"W
L210	31.97'	S39° 01' 26"W
L211	110.00'	N90° 00' 00"W
L212	20.15'	S00° 00' 00"E
L213	39.75'	S68° 12' 04"W
L214	85.74'	N78° 08' 39"E
L215	60.00'	S42° 38' 27"W
L216	58.49'	N42° 38' 27"E
L217	120.04'	S78° 08' 39"W
L218	116.30'	S70° 10' 14"W

Line Table		
Line #	Length	Direction
L219	50.22'	N47° 21' 33"W
L220	118.73'	S74° 46' 37"E
L221	110.74'	S51° 51' 31"E
L222	110.00'	N47° 21' 33"W
L223	66.77'	N18° 33' 51"W
L224	3.04'	S18° 33' 51"E
L225	57.38'	S18° 33' 51"E
L228	119.01'	S78° 08' 39"W
L227	2.60'	S18° 33' 51"E
L228	59.81'	S18° 33' 51"E
L229	111.82'	N76° 55' 01"E
L230	0.19'	N18° 33' 51"W
L231	56.76'	N18° 33' 51"W
L232	108.45'	S67° 03' 16"W
L233	3.27'	N26° 32' 48"W
L234	15.66'	N26° 32' 48"W
L235	112.13'	S65° 20' 01"W
L236	43.95'	S26° 32' 48"E
L238	110.21'	N57° 11' 31"E
L240	109.50'	S56° 16' 14"W
L241	54.08'	S81° 02' 57"E

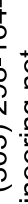
Line Table		
Line #	Length	Direction
L242	54.08'	S81° 02' 57"E
L243	64.31'	N44° 41' 40"E
L244	64.72'	N88° 34' 51"E
L245	77.15'	S56° 35' 40"W
L246	86.22'	S76° 33' 18"W
L247	105.07'	N89° 46' 55"E
L248	134.08'	S57° 41' 06"W
L249	118.51'	N51° 56' 07"E
L250	31.27'	N47° 21' 33"W
L251	117.27'	N10° 22' 01"W
L252	120.78'	N14° 02' 35"E
L253	110.73'	N38° 27' 12"E
L254	54.08'	N13° 40' 09"W
L256	53.45'	N81° 30' 19"W
L257	146.69'	N68° 26' 32"E
L259	72.99'	N23° 26' 13"W
L261	49.30'	N43° 12' 39"W
L262	139.79'	S42° 38' 27"W
L263	69.92'	S17° 10' 17"W
L264	36.45'	S63° 26' 16"E
L265	35.06'	S43° 12' 39"E

Line Table		
Line #	Length	Direction
L266	132.24'	N42° 38' 27"E
L267	99.89'	S63° 26' 16"E
L268	127.03'	S68° 13' 08"E
L269	125.23'	N74° 30' 59"W
L270	125.04'	N80° 44' 56"W
L271	22.02'	N00° 09' 20"E
L272	21.21'	N45° 09' 26"E
L274	60.47'	S60° 06' 06"E
L275	60.46'	S60° 24' 31"W
L276	125.84'	N87° 01' 14"W
L278	110.00'	N66° 20' 53"E
L285	60.47'	S60° 24' 46"W
L286	60.47'	S60° 06' 06"E
L288	21.21'	S45° 09' 20"W
L290	148.82'	N05° 54' 18"W
L291	28.35'	N00° 08' 33"E
L293	13.41'	S21° 31' 50"W
L295	54.08'	N56° 09' 16"W
L296	54.08'	N33° 50' 44"E
L297	190.00'	S00° 09' 20"W
L298	21.21'	N44° 50' 40"W

Line Table		
Line #	Length	Direction
L300	110.00'	S47° 21' 33"E
L301	110.00'	N53° 41' 55"W
L302	110.00'	N63° 14' 53"W
L303	110.00'	N72° 47' 50"W
L304	110.00'	N82° 20' 48"W
L305	54.08'	N56° 27' 58"E
L307	41.84'	S08° 38' 12"W
L308	17.92'	S08° 38' 12"W
L309	53.74'	S06° 05' 18"W
L310	29.88'	S17° 15' 26"W
L311	71.80'	S17° 12' 26"W
L312	21.59'	N55° 49' 13"W
L313	20.86'	S34° 04' 52"W
L314	17.71'	N45° 08' 54"W
L315	149.96'	N00° 15' 34"W
L316	108.98'	N06° 55' 24"E
L317	20.13'	N44° 41' 58"E
L318	46.06'	S45° 22' 41"E
L319	21.15'	S44° 41' 07"W
L320	81.35'	N56° 36' 07"E
L321	32.03'	N84° 12' 15"W

A PARCEL OF LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO - ±105 ACRES, 301 LOTS

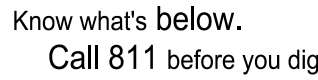
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Denver, CO 80224 (303) 298-1644
www.phelpsengineering.net

NOT FOR
CONSTRUCTION

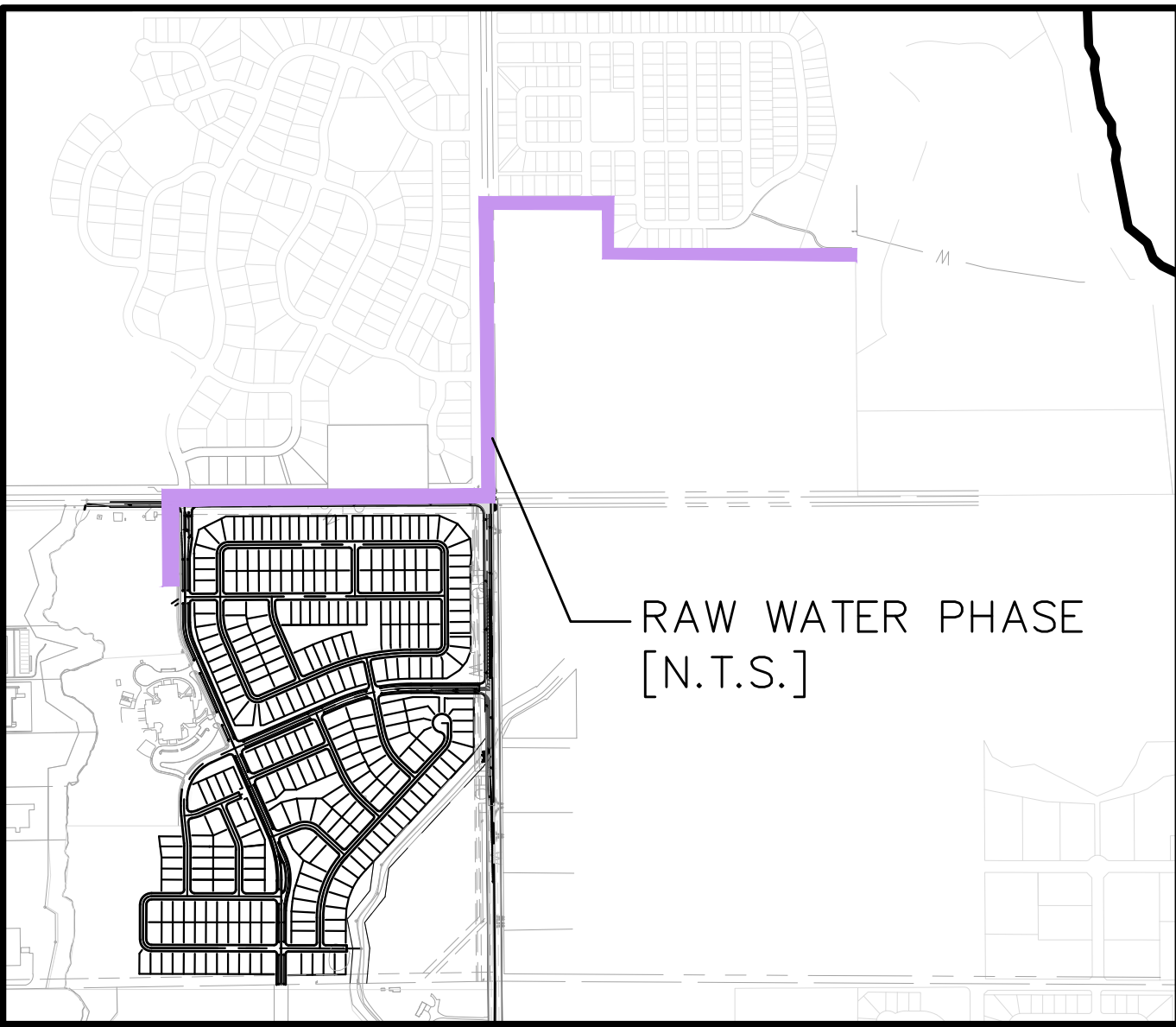
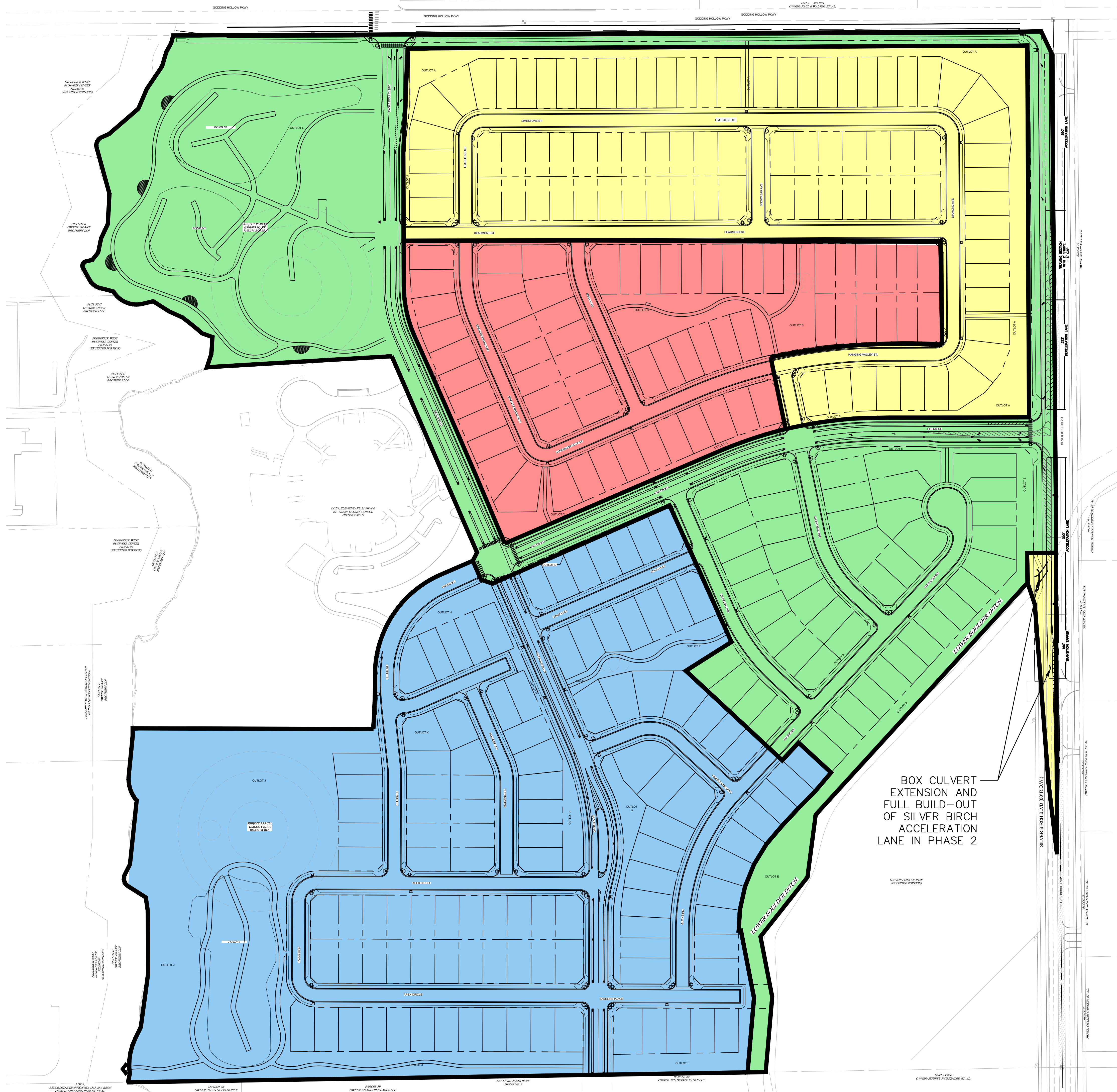


DESIGNED BY: JMG
DRAWN BY: JOA
CHECKED BY: LEP

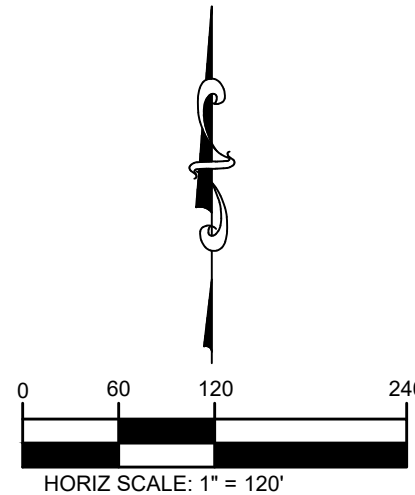
CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

DATE: 06/04/2021
PROJECT NO.: 18218



OFFSITE RAW-WATER SUPPLY TO BE CONSTRUCTED DURING RAW WATER PHASE. RAW WATER PHASE MAY BE CONSTRUCTED, IF AT ALL, AT ANY TIME SUBJECT TO SECTION 4.1(a) OF THE CLEARVIEW VILLAGES SUBDIVISION MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS.



- PHASE 1 [Green Box]
- PHASE 2 [Yellow Box]
- PHASE 3 [Red Box]
- PHASE 4 [Blue Box]
- RAW WATER PHASE [Purple Box]

NOTE:
TYPE III BARRICADES TO BE
INSTALLED AT DEAD-ENDS
BETWEEN PHASES

NO.	REVISIONS	DATE	BY
1	PER TOWN OF FREDERICK COMMENTS	10/17/2021	IP
2	PER TOWN OF FREDERICK COMMENTS	12/17/2021	IP
3	PER TOWN OF FREDERICK COMMENTS	03/04/2022	IP
4	PER ST-RAIN SANITATION	04/19/2022	IP

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3522 S. Emerson St. Englewood,
CO. 80224 (303) 236-1644
www.phelpsengineering.net

NOT FOR
CONSTRUCTION

811
Know what's below.
Call 811 before you dig.

NOT TO SCALE IF SHEET
SIZE OTHER THAN 24"x36"

DESIGNED BY: JMG

DRAWN BY: JOA

CHECKED BY: LEP

PHASING PLAN

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

DATE: 06/04/2021

PROJECT NO.: 18218

C005

EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
 Prepared By: Phelps Engineering
 Description: Preliminary Cost Estimate
 Date: 5/9/2022

PHASE 1: Approx. 30.08% of Total Development

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Earthwork					
Clearing	17300	CY	\$3.50	\$60,550.00	
Cut to Fill On-Site	67230	CY	\$6.50	\$436,995.00	
Import to Fill	0	CY	\$8.45	\$0.00	
Temporary Erosion & Sediment Control	0.30	LS	\$90,000.00	\$27,000.00	
Seeding & Mulching	13.7	AC	\$750.00	\$10,275.00	
Earthwork Subtotal:				\$534,820.00	
Roadway & Site Improvements					
Internal Roadway System				\$1,372,142.32	
Paving	20296	SY	\$34.00	\$690,067.78	
8" ABC	20296	SY	\$2.50	\$50,740.28	
Chemically Stabilize Subgrade (12" BOC to BOC)	22980	SY	\$4.00	\$91,920.00	
Curb Gutter	9661	LF	\$22.00	\$212,542.00	
Cross Pans	1920	SF	\$8.28	\$15,897.60	
Sidewalks	5367	SY	\$30.00	\$161,016.67	
Handicap Ramps	40	EA	\$1,395.00	\$55,800.00	
Striping	3104	LF	\$2.00	\$6,208.00	
Signage	25	EA	\$350.00	\$8,750.00	
Public Street Lighting	24	EA	\$3,300.00	\$79,200.00	
Offsite Roadway System (Goddling Hollow, Silver Birch)				\$617,487.00	
Paving	10000	SY	\$34.00	\$340,000.00	
8" ABC	10000	SY	\$2.50	\$25,000.00	
Subgrade Prep	10000	SY	\$4.00	\$40,000.00	
Curb Gutter	3200	LF	\$22.00	\$70,400.00	
Concrete Crossspan	5	EA	\$1,700.00	\$8,500.00	
Sidewalks	2869	SY	\$30.00	\$86,070.00	
Handicap Ramps	5	EA	\$1,395.00	\$6,975.00	
Striping	3521	LF	\$2.00	\$7,042.00	
Signage	5	EA	\$350.00	\$1,750.00	
Guardrail	63	LF	\$250.00	\$15,750.00	
Monument Sign	2	EA	\$8,000.00	\$16,000.00	
Roadway & Site Improvements Subtotal:				\$1,989,629.32	
Storm Drainage					
18" to 36" STM	3215	LF	\$110.00	\$353,650.00	
Flared End Section	7	EA	\$850.00	\$5,950.00	
Riprap	0	CY	\$85.00	\$0.00	
Storm Manhole (5' Dia.)	21	EA	\$3,500.00	\$73,500.00	
Special Manhole Junctions	4	EA	\$6,000.00	\$24,000.00	
Storm Inlet	16	EA	\$4,100.00	\$65,600.00	
Detention Pond (grading, spillway, channel, forebay)	2	EA	\$85,000.00	\$170,000.00	
Pond Outlet Structure	2	EA	\$20,000.00	\$40,000.00	
Box Culvert	638	LF	\$375.00	\$239,250.00	
Storm Drainage Subtotal:				\$971,950.00	
Potable Water					
Connect to Existing	4	EA	\$2,600.00	\$10,400.00	
8" PVC	2881	LF	\$60.00	\$172,860.00	
Fire Hydrant Assy.	9	EA	\$6,800.00	\$61,200.00	
Bends & Fittings	12	EA	\$750.00	\$9,000.00	
Gate Valves	20	EA	\$1,300.00	\$26,000.00	
Temporary Plug & Blowoff	5	EA	\$800.00	\$4,000.00	
Potable Water Subtotal				\$283,460.00	
Sanitary Sewer					
8" Sanitary Sewer PVC	2690	LF	\$48.00	\$129,120.00	
Manhole (4' DIA)	21	EA	\$3,200.00	\$67,200.00	
Trench Plugs	28	EA	\$550.00	\$15,400.00	
Connect to Existing	1	EA	\$2,000.00	\$2,000.00	
Sanitary Sewer Subtotal				\$213,720.00	
Total:				\$3,993,579.32	
Other Commitments (Not in Phase 1 Total)					
Traffic Signal (Goddling Hollow & Silver Birch)	1	LS	\$100,000.00	\$100,000.00	25% responsibility of total cost

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
 Prepared By: Phelps Engineering
 Description: Preliminary Cost Estimate
 Date: 5/9/2022

PHASE 2: Approx. 28.33% of Total Development

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Earthwork					
Clearing	16300	CY	\$3.50	\$57,050.00	
Cut to Fill On-Site	62748	CY	\$6.50	\$407,862.00	
Import to Fill	0	CY	\$8.45	\$0.00	
Temporary Erosion & Sediment Control	0.28	LS	\$90,000.00	\$25,200.00	
Seeding & Mulching	23	AC	\$750.00	\$17,475.00	
Earthwork Subtotal:				\$507,587.00	
Roadway & Site Improvements					
Paving Asphalt (assume 4" depth over 8" ABC)	10757	SY	\$34.00	\$365,726.67	
8" ABC	10757	SY	\$2.50	\$26,891.67	
Chemically Stabilize Subgrade (12" BOC to BOC)	12549	SY	\$4.00	\$50,197.78	
Curb Gutter	6454	LF	\$22.00	\$141,988.00	
Concrete Crossspan	5	EA	\$1,700.00	\$8,500.00	
Sidewalks	3586	SY	\$30.00	\$107,566.67	
Handicap Ramps	28	EA	\$1,395.00	\$39,060.00	
Striping	0	LS	\$25,000.00	\$0.00	
Signage	7	EA	\$350.00	\$2,450.00	
Public Street Lighting	12	EA	\$3,300.00	\$39,600.00	
Offsite Roadway System (Silver Birch)					
Paving	2714	SY	\$34.00	\$92,276.00	
8" ABC	2714	SY	\$2.50	\$6,785.00	
Subgrade Prep	2714	SY	\$4.00	\$10,856.00	
Curb Gutter	324	LF	\$22.00	\$7,128.00	
Concrete Crossspan	1	EA	\$1,700.00	\$1,700.00	
Sidewalks	288	SY	\$30.00	\$8,640.00	
Handicap Ramps	2	EA	\$1,395.00	\$2,790.00	
Striping	324	LF	\$2.00	\$648.00	
Signage	2	EA	\$350.00	\$700.00	
Roadway & Site Improvements Subtotal:				\$913,503.78	
Storm Drainage					
18" to 36" STM	3293	LF	\$110.00	\$362,230.00	
Flared End Section	8	EA	\$850.00	\$6,800.00	
Riprap	1272	CY	\$85.00	\$108,138.89	
Storm Manhole (5' Dia.)	13	EA	\$3,500.00	\$45,500.00	
Storm Inlet	11	EA	\$4,100.00	\$45,100.00	
Detention Pond (grading, spill, channel, forebay)	0	EA	\$85,000.00	\$0.00	
Pond Outlet Structure	0	EA	\$20,000.00	\$0.00	
Culvert Extension & Wingwall	72	CY	\$650.00	\$46,800.00	Lower Boulder Ditch Culvert
Storm Drainage Subtotal:				\$614,568.89	
Potable Water					
Connect to Existing	0	EA	\$2,600.00	\$0.00	
10" PVC	3672	LF	\$60.00	\$220,326.00	
Fire Hydrant Assy.	7	EA	\$6,800.00	\$49,940.56	
Bends & Fittings	11	EA	\$750.00	\$8,250.00	
Gate Valves	15	EA	\$1,300.00	\$19,500.00	
Temporary Plug & Blowoff	3	EA	\$800.00	\$2,400.00	
Potable Water Subtotal				\$300,416.56	
Sanitary Sewer					
8" Sanitary Sewer PVC	3572	LF	\$48.00	\$171,456.00	
Manhole (4' DIA)	16	EA	\$3,200.00	\$51,200.00	
Trench Plugs	31	EA	\$550.00	\$17,050.00	
Sanitary Sewer Subtotal				\$239,706.00	
Total:				\$2,575,782.23	

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
Prepared By: Phelps Engineering
Description: Preliminary Cost Estimate
Date: 5/9/2022

PHASE 3: Approx. 10.61% of Total Development

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Earthwork					
Clearing	6100	CY	\$3.50	\$21,350.00	
Cut to Fill On-Site	22410	CY	\$6.50	\$145,665.00	
Import to Fill	0	CY	\$8.45	\$0.00	
Temporary Erosion & Sediment Control	0.11	LS	\$90,000.00	\$9,540.00	
Seeding & Mulching	8.7	AC	\$750.00	\$6,525.00	
Earthwork Subtotal:				\$183,080.00	
Roadway & Site Improvements					
Paving Asphalt (assume 4" depth over 8" ABC)	5760	SY	\$34.00	\$195,840.00	
8" ABC	5760	SY	\$2.50	\$14,400.00	
Chemically Stabilize Subgrade (12" BOC to BOC)	6720	SY	\$4.00	\$26,880.00	
Curb Gutter	3456	LF	\$22.00	\$76,032.00	
Concrete Crosspan	0	EA	\$1,700.00	\$0.00	
Sidewalks	1920	SY	\$30.00	\$57,600.00	
Handicap Ramps	14	EA	\$1,395.00	\$19,530.00	
Striping	0	LF	\$2.00	\$0.00	
Signage	1	EA	\$350.00	\$350.00	
Public Street Lighting	7	EA	\$3,300.00	\$23,100.00	
Street & Parking Subtotal:				\$413,732.00	
Storm Drainage					
18" to 36" STM	1321.6	LF	\$110.00	\$145,376.00	
Flared End Section	0	EA	\$850.00	\$0.00	
Riprap	0	CY	\$85.00	\$0.00	
Storm Manhole (5' Dia.)	12	EA	\$3,500.00	\$42,000.00	
Storm Inlet	9	EA	\$4,100.00	\$36,900.00	
Detention Pond (grading, spill, channel, forebay)	0	EA	\$85,000.00	\$0.00	
Pond Outlet Structure	0	EA	\$20,000.00	\$0.00	
Storm Drainage Subtotal:				\$224,276.00	
Potable Water					
Connect to Existing	0	EA	\$2,600.00	\$0.00	
10" PVC	1753.7	LF	\$60.00	\$105,222.00	
Fire Hydrant Assy.	3	EA	\$6,800.00	\$20,400.00	
Bends & Fittings	11	EA	\$750.00	\$8,250.00	
Gate Valves	7	EA	\$1,300.00	\$9,100.00	
Temporary Plug & Blowoff	0	EA	\$800.00	\$0.00	
Potable Water Subtotal				\$142,972.00	
Sanitary Sewer					
8" Sanitary Sewer PVC	1673.35	LF	\$48.00	\$80,320.80	
Manhole (4' DIA)	9	EA	\$3,200.00	\$28,800.00	
Trench Plugs	11	EA	\$550.00	\$6,050.00	
Connect to Existing	0	EA	\$2,000.00	\$0.00	
Sanitary Sewer Subtotal				\$115,170.80	
Total:				\$1,079,230.80	

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
 Prepared By: Phelps Engineering
 Description: Preliminary Cost Estimate
 Date: 5/9/2022

PHASE 4: Approx. 30.98% of Total Development

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Earthwork					
Clearing	17820	CY	\$3.50	\$62,370.00	
Cut to Fill On-Site	67230	CY	\$6.50	\$436,995.00	
Import to Fill	0	CY	\$8.45	\$0.00	
Temporary Erosion & Sediment Control	0.31	LS	\$90,000.00	\$27,900.00	
Seeding & Mulching	16.38	AC	\$750.00	\$12,285.00	
Earthwork Subtotal:				\$539,550.00	
Roadway & Site Improvements					
Paving Asphalt (assume 4" depth over 8" ABC)	17633	SY	\$34.00	\$599,522.00	
8" ABC	17633	SY	\$2.50	\$44,082.50	
Chemically Stabilize Subgrade (12" BOC to BOC)	20312	SY	\$4.00	\$81,246.67	
Curb Gutter	9642	LF	\$22.00	\$212,124.00	
Concrete Crossspan	2	EA	\$1,700.00	\$3,400.00	
Sidewalks	5357	SY	\$30.00	\$160,700.00	
Handicap Ramps	36	EA	\$1,395.00	\$50,220.00	
Striping	0	LF	\$2.00	\$0.00	
Signage	17	EA	\$350.00	\$5,950.00	
Public Street Lighting	20	EA	\$3,300.00	\$66,000.00	
Roadway & Site Improvements Subtotal:				\$1,223,245.17	
Storm Drainage					
18" to 36" STM	4052.5	LF	\$110.00	\$445,775.00	
Flared End Section	4	EA	\$850.00	\$3,400.00	
Riprap	679	CY	\$85.00	\$57,705.56	
Storm Manhole (5' Dia.)	24	EA	\$3,500.00	\$84,000.00	
Storm Inlet	21	EA	\$4,100.00	\$86,100.00	
Detention Pond (grading, spill, channel, forebay)	1	EA	\$85,000.00	\$85,000.00	
Pond Outlet Structure	1	EA	\$20,000.00	\$20,000.00	
Storm Drainage Subtotal:				\$781,980.56	
Potable Water					
Connect to Existing	0	EA	\$2,600.00	\$0.00	
10" PVC	4563.5	LF	\$60.00	\$273,810.00	
Fire Hydrant Assy.	20	EA	\$6,800.00	\$136,000.00	
Bends & Fittings	30	EA	\$750.00	\$22,500.00	
Gate Valves	24	EA	\$1,300.00	\$31,200.00	
Temporary Plug & Blowoff	2	EA	\$800.00	\$1,600.00	
Potable Water Subtotal				\$465,110.00	
Sanitary Sewer					
8" Sanitary Sewer PVC	5055	LF	\$48.00	\$242,640.00	
Manhole (4' DIA)	35	EA	\$3,200.00	\$112,000.00	
Trench Plugs	38	EA	\$550.00	\$20,900.00	
Connect to Existing	0	EA	\$2,000.00	\$0.00	
Sanitary Sewer Subtotal				\$375,540.00	
Total:				\$3,385,425.72	

Exhibit B MOAPI - Costs
Clearview Villages

Project:	Clearview Villages
Prepared By:	Phelps Engineering
Description:	Preliminary Cost Estimate
Date:	5/9/2022

RAW WATER PHASE

Raw Water				
Connect to Existing	1	EA	\$2,600.00	\$2,600.00
8" PVC	6017	LF	\$60.00	\$360,996.00
Fire Hydrant Assy.	4	EA	\$6,800.00	\$27,200.00
Bends & Fittings	15	EA	\$750.00	\$11,250.00
Gate Valves	2	EA	\$1,300.00	\$2,600.00
Air Release Valve	3	EA	\$4,500.00	\$13,500.00
Temporary Plug & Blowoff	2	EA	\$800.00	\$1,600.00
Potable Water Subtotal				\$419,746.00
Total:				\$419,746.00

CLEARVIEW VILLAGES - PHASE 1

Opinion of Probable Costs
Phase 1: Landscape and Open Space
By: LAI Design Group

Job #: 181024
Today's Date: 11/16/2021

1.0 R.O.W - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Sod	83,400	SF	\$0.50	\$41,700.00	
Trees - Deciduous (2.5" cal)	292	EA	\$800.00	\$233,600.00	(material & install)
Soil Amendment (Prem 3 Compost)	334	CY	\$37.95	\$12,675.30	
Turf Spray Head Irrigation System	83,400	SF	\$2.00	\$166,800.00	
Subtotal				\$454,775.30	
2.0 OUTLOT D - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Cobble (2"-6")	48	TONS	\$225.00	\$10,800.00	4" Depth 2,362 sf
Subtotal				\$10,800.00	
3.0 OUTLOT E - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	45,935	SF	\$0.30	\$13,780.50	(material & install)
Cobble (2"-6")	94	TONS	\$225.00	\$21,150.00	4" Depth 4,655 sf
Steel Edger	2,441	LF	\$4.00	\$9,764.00	
Trees - Evergreen (6' min. H)	4	EA	\$800.00	\$3,200.00	(material & install)
Soil Amendment (Prem 3 Compost)	184	CY	\$37.95	\$6,982.80	
Drip Irrigation System	30,975	SF	\$1.50	\$46,462.50	
Temp. Native Area Irrigation System	45,935	SF	\$1.50	\$68,902.50	
Subtotal				\$170,242.30	
4.0 OUTLOT J - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	290,697	SF	\$0.30	\$87,209.10	(material & install)
Detention Seed Mix	73,618	SF	\$0.30	\$22,085.40	(material & install)
Cobble (2"-6")	64	TONS	\$225.00	\$14,400.00	4" Depth 3,127 sf
River Rock (1.5")	31	TONS	\$52.95	\$1,641.45	2" Depth 30,815 sf
Wood Mulch (Double Shredded Cedar)	2	CY	\$62.00	\$124.00	4" Depth 160 sf
Steel Edger	3,367	LF	\$4.00	\$13,468.00	
Landscape Boulders	3	EA	\$200.00	\$600.00	150/TON 3x3x3
Trees - Deciduous (2.5" cal)	61	EA	\$800.00	\$48,800.00	(material & install)
Trees - Ornamental (2" cal)	10	EA	\$650.00	\$6,500.00	(material & install)
Trees - Evergreen (6' min. H)	81	EA	\$800.00	\$64,800.00	(material & install)
Shrubs (5 gal.)	679	EA	\$50.00	\$33,950.00	(material & install)
Ornamental Grasses & Perennials (5 gal.)	255	EA	\$15.00	\$3,825.00	(material & install)
Soil Amendment (Prem 3 Compost)	1,287	CY	\$37.95	\$48,841.65	
Drip Irrigation System	30,975	SF	\$1.50	\$46,462.50	
Temp. Native Area Irrigation System	290,697	SF	\$1.50	\$436,045.50	
Subtotal				\$828,752.60	
COMPLETE PROJECT					
Subtotals				\$1,464,570.20	
Site (Contingency)	1	JOB	10%	\$146,457.02	
TOTAL				\$1,611,027.22	

CLEARVIEW VILLAGES - PHASE 2

Opinion of Probable Costs
Phase 2: Landscape and Open Space
By: LAI Design Group

Job #: 181024
Today's Date: 11/16/2021

1.0 R.O.W - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Sod	47,358	SF	\$0.50	\$23,679.00	
Trees - Deciduous (2.5" cal)	167	EA	\$800.00	\$133,600.00	(materials & install)
Soil Amendment (Prem 3 Compost)	190	CY	\$37.95	\$7,210.50	
Turf Spray Head Irrigation System	47,358	SF	\$2.00	\$94,716.00	
Subtotal				\$259,205.50	
2.0 OUTLOT A - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	120,426	SF	\$0.30	\$36,127.80	(materials & install)
Cobble (2"-6")	163	TONS	\$225.00	\$36,675.00	4" Depth 8,067 sf
River Rock (1.5")	20	TONS	\$52.95	\$1,059.00	2" Depth 19,120 sf
Wood Mulch (Double Shredded Cedar)	28	CY	\$62.00	\$1,736.00	4" Depth 2,213 sf
Steel Edger	2,869	LF	\$4.00	\$11,476.00	
Landscape Boulders	10	EA	\$200.00	\$2,000.00	150/TON 3x3x3
Trees - Deciduous (2.5" cal)	17	EA	\$800.00	\$13,600.00	(materials & install)
Trees - Ornamental (2" cal)	20	EA	\$650.00	\$13,000.00	(materials & install)
Trees - Evergreen (6' min. H)	42	EA	\$800.00	\$33,600.00	(materials & install)
Shrubs (5 gal.)	303	EA	\$50.00	\$15,150.00	(materials & install)
Ornamental Grasses & Perennials (5 gal.)	623	EA	\$15.00	\$9,345.00	(materials & install)
Soil Amendment (Prem 3 Compost)	567	CY	\$37.95	\$21,517.65	
Drip Irrigation System	21,243	SF	\$1.50	\$31,864.50	
Temp. Native Area Irrigation System	120,426	SF	\$1.50	\$180,639.00	
Subtotal				\$407,789.95	
3.0 OUTLOT L- LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	282,651	SF	\$0.30	\$84,795.30	(materials & install)
Sod	13,900	SF	\$0.50	\$6,950.00	
Detention Seed Mix	90,368	SF	\$0.30	\$27,110.40	
River Rock (1.5")	93	TONS	\$52.95	\$4,924.35	2" Depth 9,232 sf
Wood Mulch (Double Shredded Cedar)	3	CY	\$62.00	\$186.00	4" Depth 218 sf
Steel Edger	1,414	LF	\$4.00	\$5,656.00	
Landscape Boulders	15	EA	\$200.00	\$3,000.00	150/TON 3x3x3
Trees - Deciduous (2.5" cal)	86	EA	\$800.00	\$68,800.00	(materials & install)
Trees - Ornamental (2" cal)	23	EA	\$650.00	\$14,950.00	(materials & install)
Trees - Evergreen (6' min. H)	69	EA	\$800.00	\$55,200.00	(materials & install)
Shrubs (5 gal.)	546	EA	\$50.00	\$27,300.00	(materials & install)
Ornamental Grasses & Perennials (5 gal.)	277	EA	\$15.00	\$4,155.00	(materials & install)
Soil Amendment (Prem 3 Compost)	1,224	CY	\$37.95	\$46,450.80	
Turf Spray Head Irrigation System	13,900	SF	\$2.00	\$27,800.00	
Drip Irrigation System	9,450	SF	\$1.50	\$14,175.00	
Temp. Native Area Irrigation System	282,651	SF	\$1.50	\$423,976.50	
Subtotal				\$815,429.35	
COMPLETE PROJECT					
Subtotals				\$1,482,424.80	
Site (Contingency)	1	JOB	10%	\$148,242.48	
TOTAL				\$1,630,667.28	

CLEARVIEW VILLAGES - PHASE 3

Opinion of Probable Costs

Phase 3: Landscape and Open Space

By: LAI Design Group

Job #: 181024

Today's Date: 11/16/2021

1.0 R.O.W - LANDSCAPE / IRRIGATION		QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
	Sod	21,386	SF	\$0.50	\$10,693.00	
	Trees - Deciduous (2.5" cal)	73	EA	\$800.00	\$58,400.00	(materials & install)
	Soil Amendment (Prem 3 Compost)	86	CY	\$37.95	\$3,263.70	
	Turf Spray Head Irrigation System	21,386	SF	\$2.00	\$42,772.00	
	Subtotal				\$115,128.70	
2.0 OUTLOT C - LANDSCAPE / IRRIGATION		QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
	Native Seed Mix-Drill Seed Application	23,797	SF	\$0.30	\$7,139.10	
	Cobble (2"-6")	68	TONS	\$225.00	\$15,300.00	4" Depth 3,363 sf
	River Rock (1.5")	13	TONS	\$52.95	\$688.35	2" Depth 1,307 sf
	Wood Mulch (Double Shredded Cedar)	1	CY	\$62.00	\$62.00	4" Depth 63 sf
	Steel Edger	1,598	LF	\$4.00	\$6,392.00	
	Trees - Ornamental (2" cal)	7	EA	\$650.00	\$4,550.00	(materials & install)
	Trees - Evergreen (6' min. H)	3	EA	\$800.00	\$2,400.00	(materials & install)
	Shrubs (5 gal.)	37	EA	\$50.00	\$1,850.00	(materials & install)
	Ornamental Grasses & Perennials (5 gal.)	54	EA	\$15.00	\$810.00	(materials & install)
	Soil Amendment (Prem 3 Compost)	101	CY	\$37.95	\$3,832.95	
	Drip Irrigation System	1,370	SF	\$1.50	\$2,055.00	
	Temp. Native Area Irrigation System	23,797	SF	\$1.50	\$35,695.50	
	Subtotal				\$80,774.90	
3.0 OUTLOT B- LANDSCAPE / IRRIGATION		QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
	Native Seed Mix-Drill Seed Application	45,908	SF	\$0.30	\$13,772.40	
	Cobble (2"-6")	50	TONS	\$225.00	\$11,250.00	4" Depth 2,483 sf
	River Rock (1.5")	10	TONS	\$52.95	\$529.50	2" Depth 928 sf
	Wood Mulch (Double Shredded Cedar)	2	CY	\$62.00	\$124.00	4" Depth 135 sf
	Steel Edger	1,613	LF	\$4.00	\$6,452.00	
	Trees - Deciduous (2.5" cal)	17	EA	\$800.00	\$13,600.00	(materials & install)
	Trees - Ornamental (2" cal)	14	EA	\$650.00	\$9,100.00	(materials & install)
	Trees - Evergreen (6' min. H)	27	EA	\$800.00	\$21,600.00	(materials & install)
	Shrubs (5 gal.)	34	EA	\$50.00	\$1,700.00	(materials & install)
	Ornamental Grasses & Perennials (5 gal.)	64	EA	\$15.00	\$960.00	(materials & install)
	Soil Amendment (Prem 3 Compost)	188	CY	\$37.95	\$7,134.60	
	Drip Irrigation System	1,063	SF	\$1.50	\$1,594.50	
	Temp. Native Area Irrigation System	45,908	SF	\$1.50	\$68,862.00	
	Subtotal				\$156,679.00	
COMPLETE PROJECT						
	Subtotals				\$352,582.60	
	Site (Contingency)	1	JOB	10%	\$35,258.26	
	TOTAL				\$387,840.86	

CLEARVIEW VILLAGES - PHASE 4

Opinion of Probable Costs
Phase 4: Landscape and Open Space
By: LAI Design Group

Job #:
181024
Today's Date:
11/16/2021

1.0 R.O.W - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Sod	48,809	SF	\$0.50	\$24,404.50	
Trees - Deciduous (2.5" cal)	226	EA	\$800.00	\$180,800.00	(materials & install)
Soil Amendment (Prem 3 Compost)	196	CY	\$37.95	\$7,438.20	
Turf Spray Head Irrigation System	48,809	SF	\$2.00	\$97,618.00	
Subtotal				\$310,260.70	
2.0 OUTLOT F - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	18,445	SF	\$0.30	\$5,533.50	(materials & install)
Cobble (2"-6")	28	TONS	\$225.00	\$6,300.00	4" Depth 1,388 sf
River Rock (1.5")	10	TONS	\$52.95	\$529.50	2" Depth 947 sf
Wood Mulch (Double Shredded Cedar)	2	CY	\$62.00	\$124.00	4" Depth 152 sf
Steel Edger	845	LF	\$4.00	\$3,380.00	
Trees - Deciduous (2.5" cal)	10	EA	\$800.00	\$8,000.00	(materials & install)
Trees - Ornamental (2" cal)	3	EA	\$650.00	\$1,950.00	(materials & install)
Trees - Evergreen (6' min. H)	11	EA	\$800.00	\$8,800.00	(materials & install)
Shrubs (5 gal.)	56	EA	\$50.00	\$2,800.00	(materials & install)
Ornamental Grasses & Perennials (5 gal.)	51	EA	\$15.00	\$765.00	(materials & install)
Soil Amendment (Prem 3 Compost)	79	CY	\$37.95	\$2,998.05	
Drip Irrigation System	799	SF	\$1.50	\$1,198.50	
Temp. Native Area Irrigation System	18,445	SF	\$1.50	\$27,667.50	
Subtotal				\$70,046.05	
3.0 OUTLOT G - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	13,625	SF	\$0.30	\$4,087.50	(materials & install)
Cobble (2"-6")	18	TONS	\$225.00	\$4,050.00	4" Depth 897 sf
River Rock (1.5")	30	TONS	\$52.95	\$1,588.50	2" Depth 2,943 sf
Steel Edger	598	LF	\$4.00	\$2,392.00	
Trees - Ornamental (2" cal)	3	EA	\$650.00	\$1,950.00	(materials & install)
Trees - Evergreen (6' min. H)	4	EA	\$800.00	\$3,200.00	(materials & install)
Soil Amendment (Prem 3 Compost)	67	CY	\$37.95	\$2,542.65	
Drip Irrigation System	2,943	SF	\$1.50	\$4,414.50	
Temp. Native Area Irrigation System	13,625	SF	\$1.50	\$20,437.50	
Subtotal				\$44,662.65	
4.0 OUTLOT H - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	27,321	SF	\$0.30	\$8,196.30	(materials & install)
Cobble (2"-6")	30	TONS	\$225.00	\$6,750.00	4" Depth 1,472 sf
Steel Edger	982	LF	\$4.00	\$3,928.00	
Trees - Deciduous (2.5" cal)	6	EA	\$800.00	\$4,800.00	(materials & install)
Trees - Evergreen (6' min. H)	18	EA	\$800.00	\$14,400.00	(materials & install)
Soil Amendment (Prem 3 Compost)	110	CY	\$37.95	\$4,174.50	
Temp. Native Area Irrigation System	27,321	SF	\$1.50	\$40,981.50	
Subtotal				\$83,230.30	
5.0 OUTLOT I - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Native Seed Mix-Drill Seed Application	12,406	SF	\$0.30	\$3,721.80	(materials & install)
Cobble (2"-6")	10	TONS	\$225.00	\$2,250.00	4" Depth 471 sf
River Rock (1.5")	42	TONS	\$52.95	\$2,223.90	2" Depth 4,137 sf
Wood Mulch (Double Shredded Cedar)	2	CY	\$62.00	\$124.00	4" Depth 110 sf
Steel Edger	330	LF	\$4.00	\$1,320.00	
Trees - Ornamental (2" cal)	1	EA	\$650.00	\$650.00	
Shrubs (5 gal.)	65	EA	\$50.00	\$3,250.00	(materials & install)
Ornamental Grasses & Perennials (5 gal.)	100	EA	\$15.00	\$1,500.00	(materials & install)
Soil Amendment (Prem 3 Compost)	67	CY	\$37.95	\$2,542.65	
Drip Irrigation System	4,247	SF	\$1.50	\$6,370.50	
Temp. Native Area Irrigation System	12,406	SF	\$1.50	\$18,609.00	
Subtotal				\$42,561.85	
6.0 MEDIAN - LANDSCAPE / IRRIGATION	QTY	U.O.M.	UNIT PRICE	EXTENSION	NOTES
Cobble (2"-6")	14	TONS	\$225.00	\$3,150.00	4" Depth 618 sf
River Rock (1.5")	38	TONS	\$52.95	\$2,012.10	2" Depth 3,758 sf
Wood Mulch (Double Shredded Cedar)	2	CY	\$62.00	\$124.00	4" Depth 114 sf
Steel Edger	309	LF	\$4.00	\$1,236.00	
Shrubs (5 gal.)	49	EA	\$50.00	\$2,450.00	(materials & install)
Ornamental Grasses & Perennials (5 gal.)	122	EA	\$15.00	\$1,830.00	(materials & install)
Soil Amendment (Prem 3 Compost)	16	CY	\$37.95	\$607.20	
Drip Irrigation System	3,872	SF	\$1.50	\$5,808.00	
Subtotal				\$17,217.30	
COMPLETE PROJECT					
Subtotals				\$567,978.85	
Site (Contingency)	1	JOB	10%	\$56,797.89	
TOTAL				\$624,776.74	

EXHIBIT C

(Sample)
(BANK LETTERHEAD)

IRREVOCABLE LETTER OF CREDIT

Town of Frederick
P.O. Box 435
Frederick, CO 80530

No.
Date:
Expiration:

Gentlemen:

We hereby authorize you to draw on us for the account of _____ (Insert the name and account number of the DEVELOPER) up to an aggregate amount of \$ _____ (100% of estimated cost of improvements) available by your drafts at sight for one hundred percent (100%) face value accompanied by your signed statement that the above is drawn in payment of public improvements pursuant to:

(Insert the title of the Memorandum of Agreement for Public Improvements)

Each draft presented under this letter of credit must state that it is drawn under _____ (Title of Bank and identification of the Letter of Credit) and the amount endorsed on this letter of credit.

We hereby agree the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon the presentation to the drawee.

Yours, very truly,

By: _____ (signature of authorized bank officer)
Title: _____ (title of signator)

Attest:

EXHIBIT D

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the TOWN of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado (“TOWN”), and [DEVELOPER] , a Colorado [...], whose address [...] (“DEVELOPER”).

WHEREAS, DEVELOPER owns certain real property situated within the TOWN known as [PROPERTY] (“Subdivision” or “Development”); and

WHEREAS, pursuant to the Memorandum of Agreement for Public Improvements (“MOAPI”) dated _____ between the TOWN and DEVELOPER, DEVELOPER has been required to provide at his sole expense, certain public improvements in conjunction with the development of said property, and

WHEREAS, certain undeveloped realty which is in the TOWN or which may be annexed to the TOWN, and not owned by the DEVELOPER, is so situated that upon anticipated subsequent development, the subsequent developer will directly benefit from the aforesaid public improvements provided by the DEVELOPER; and

WHEREAS, the TOWN is willing to lend its good offices in endeavoring to assist the DEVELOPER in the recoupment of reasonable expenses attributable to the benefit of the public improvements obtained by such subsequent developer at the time of development.

NOW, THEREFORE, it is the understanding of the parties that they will do and perform as follows:

- 1. Reimbursement for Public Improvements.** The parties hereby agree that the DEVELOPER shall be entitled to recover a portion of his expenses under the MOAPI from subsequent development that uses capacity in facilities provided by the DEVELOPER. The recovery allowed shall be in direct proportion to the amount of capacity in the facilities used by the subsequent development. The DEVELOPER shall provide the TOWN with a signed statement of reimbursement charges from a qualified engineer, accompanied by supporting documentation, setting a dollar amount per measurable unit to be charged subsequent developers for their proportional share of the total capacity in the facilities. The reimbursement charge is subject to approval by the TOWN and is determined by the division of the total cost of the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The engineer’s statement of reimbursement charges

shall be attached to this Agreement and incorporated therein. The DEVELOPER may recover for only that portion of the facilities that are used by a subsequent developer.

2. **Notice of Claim for Reimbursement by Subsequent Developer.** Upon written notification by DEVELOPER to the TOWN of a claim for reimbursement from a subsequent developer of property benefited by said public improvements, TOWN agrees to require reimbursement from the subsequent developer as a condition of final development approval, along with interest at the legal rate then provided. Notice of the claim for reimbursement must be received by the TOWN during the initiation of subsequent development, i.e. upon application for annexation or platting. The DEVELOPER's claim for reimbursement is forfeited if written notice is received by the TOWN after final action is taken on the subsequent development.
3. **Time Limit for Reimbursement Eligibility.** Reimbursement from subsequent developers shall be limited to those developments which receive annexation or final plat approval within twenty (20) years of the date of this Agreement. Reimbursement from subsequent developers for street improvements shall reduce by half after ten (10) years from the date of Conditional Acceptance by the Town.
4. **No Financial Commitment by TOWN.** Nothing in this Memorandum shall be construed as a commitment of financial liability to the DEVELOPER to otherwise require collection or payment of the amount claimed for reimbursement through participation of a subsequent developer, the TOWN is merely engaging to extend its good offices to facilitate an equitable resolution in achieving fair participation in public improvement costs.
5. **Attorney Fees.** In the event that any party finds it necessary to retain an attorney in connection with a default by another as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
6. **Binding Effect.** This Agreement shall bind and extend to the heirs, representatives, successors and assigns of the parties.
7. **Whole Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

TOWN OF FREDERICK	DEVELOPER
By: Mayor	By: Title:
ATTEST:	
By: Town Clerk	

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT E

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS BY OTHERS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between (enter name of developer of the public improvements), a Colorado (enter the type of corporation), whose address is (enter the full address of developer of the public improvements) ("Party of the First Part"), and (enter name of subsequent developer), a Colorado (enter the type of corporation), whose address is (enter the full address of subsequent developer) ("Party of the Second Part").

WHEREAS, Party of the Second Part owns certain real property situated within the TOWN known as (enter the name of the subdivision or PUD) ("Subdivision" or "Development"); and

WHEREAS, pursuant to the Memorandum of Agreement for Public Improvements ("MOAPI") dated (enter the date the MOAPI) between the Town of Frederick and Party of the First Part, the Party of the First Part has been required to provide at his sole expense, certain public improvements in conjunction with the development of his property, and

WHEREAS, the Party of the Second Part owns certain undeveloped realty which is so situated that upon development it will directly benefit from the aforesaid public improvements provided by the Party of the First Part; and

WHEREAS, the Town of Frederick has made it a condition of development approval that the Party of the Second Part reimburse the Party of the First Part for a portion of those reasonable expenses incurred by the Party of the First Part in the construction, installation and development of certain public improvements benefitting the development of property owned by the Party of the First Part; and

WHEREAS, the reimbursement is to be in direct proportion to the amount of capacity in the public improvements utilized by the development of the Party of the Second Part, including interest at the legal rate from the date of final acceptance of the public facilities;

NOW, THEREFORE, it is the understanding of the parties that they will do and perform as follows:

- 1. Reimbursement for Proportional Share of Public Improvements.** The parties hereby agree that the Party of the Second Part shall reimburse to the Party of the First Part for its proportional share of the public facilities constructed, installed and developed by the Party of the First Part. The reimbursement charge is determined by the division of the total cost of the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The Party of the First Part may recover from the Party of the Second Part for only that portion of the facility that is used by the Party of the Second Part. The reimbursement charges are as follows:

- a. Water System Improvements.**

- i. (Insert the specific location and size of line, pumping facility, or storage facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (gallon or dwelling unit). Add more line items as necessary.)

b. Sewer System Improvements.

- i. *(Insert the specific location and size of line, pumping facility, or treatment facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (gallon or dwelling unit). more line items as necessary.)*

c. Drainage System Improvements.

- i. *(Insert the specific location and size of line, drainage swales, pumping, detention and storm water treatment facilities that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (acreage or dwelling unit). Add more line items as necessary.)*

d. Transportation System Improvements.

- i. *(Insert the specific location and size of the street, off-site rights-of-way, easements, licenses and permits or other transportation facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (trip generation or dwelling unit). Add more line items as necessary.)*

e. Park and Open Space Improvements.

- i. *(Insert the specific location and size of park or open space facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (acreage or dwelling unit). Add more line items as necessary.)*

2. **Payment Schedule.** *(Payment schedule and methods of payment are to be subject to negotiation and agreement between the parties. Insert the payment schedule and methods of payment here)*
3. **Attorney Fees.** In the event that any party finds it necessary to retain an attorney in connection with a default by another as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
4. **Binding Effect.** This Agreement shall bind and extend to the heirs, representatives, successors and assigns of the parties.
5. **Whole Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as

this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

Signed this _____ day of _____, 20_____

PARTY OF FIRST PART	PARTY OF SECOND PART
By: Title:	By: Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

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

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

My commission expires:

Witness my hand and official seal.

Notary Public

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 Clearview Village Subdivision by and between the Town of Frederick, a Colorado municipal corporation (“TOWN”) and BCL Colorado LP, a Colorado limited partnership (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. Transportation Improvements.

The DEVELOPER shall be responsible for the construction of roadway improvements to include curb and gutter, asphalt, traffic control and school zone signs, roadway striping, sidewalk and landscaping as shown in the Development Phase Map contained within “Exhibit A” and in the Phase Plan of the Construction Drawings and landscape plan accepted by the Town.

The DEVELOPER shall submit to the TOWN as a requirement for Conditional Acceptance of Phase 1, contribution toward the installation of a future traffic signal at Godding Hollow Parkway (WCR-18) and Silver Birch Boulevard (WCR-11) in the amount of One Hundred Thousand Dollars (\$100,000), which amount constitutes twenty-five percent (25%) of the current anticipated cost for the design and installation of the traffic signal. Notwithstanding the foregoing, if Conditional Acceptance of Phase 1 is not sought and this contribution is not made on or before two (2) years from the date of this MOAPI, then, as a requirement for Conditional Acceptance of Phase 1, the DEVELOPER shall be required to contribute twenty-five percent (25%) of the then-current cost estimate for the design and installation of said traffic signal.

2. Model Homes.

Notwithstanding anything to the contrary in Section 2.10(g), the Town agrees to issue building permits prior to conditional acceptance for up to four (4) model homes constructed by Developer, where Developer has provided access to such model homes by all-weather roads, and where such model homes are served by water and sewer, and all other requirements of the building permit application have been satisfied including acceptance of items as required by any IGA. No certificates of occupancy will be issued until such homes are served by electrical utilities and the requirements of Section 2.10(g) have been satisfied. DEVELOPER warrants and agrees that no such home shall be transferred or sold to an individual home owner until all improvements have been completed and the public improvements granted conditional acceptance by the TOWN. The four (4) model homes are not subject to the completion of the raw water system.

3. School Bus Shelters.

Section 9.9 of the MOAPI shall not apply to the Clearview Villages Development.

4. Water Service

To the extent the water dedication and/or cash-in-lieu payment for any lot is evidenced by a receipt or similar written proof of dedication and/or payment presented to the TOWN, the TOWN shall not charge the BUILDER for such fees or costs.

5. Phasing of Improvement Guarantee

The required Improvement Guarantee may be separately posted for each phase of the DEVELOPMENT prior to the commence of any construction or site preparation work for a particular phase. The Town's retention of at least 10% of the Improvement Guarantee during the warranty period shall also be on a phase-by-phase basis.

6. Outlots and Open Space

The Clearview Villages Preliminary / Final Plat and Preliminary Development Plan / Final Development Plan Clearview Villages state that a metropolitan district (the "DISTRICT") will own several outlots within the DEVELOPMENT and that the DISTRICT will be responsible for installing, owning, and maintaining therein several types of open space, including neighborhood parks, pocket parks, public trails, landscaped tracts, water quality ponds, oil and gas setback areas, and floodplain areas. In the event the District has insufficient revenues or otherwise fails to satisfy these obligations, DEVELOPER shall be responsible for the same.

7. Non-Potable Water Improvements.

As a precondition to any future connection to the DEVELOPER'S raw water system by any third party, the third party shall enter into a cost sharing agreement with DEVELOPER substantially in the form attached to the MOAPI as "Exhibit E" which requires the third party to pay the following percentage of DEVELOPER'S cost of building said system:

Non-Potable Water Extension	Projected Demands (acre-feet)	Percent of Total Demand
Summit View - Town of Frederick	5.83	6.40%
Eagle Valley	19.05	21.00%
Raspberry Hill	19.25	21.20%
Clearview	46.49	51.30%
Total:	90.62	100.00%

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-45**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING AN UPDATED MEMORANDUM OF AGREEMENT FOR
PUBLIC IMPROVEMENTS FOR CLEARVIEW VILLAGES**

WHEREAS, the Town of Frederick approved the Memorandum of Agreement for Public Improvements (MOAPI) on January 5, 2022; and

WHEREAS, the MOAPI calls for raw water infrastructure to be built as a part of a phase that includes the building of house; and,

WHEREAS, the availability of raw water has not been determined at this time; and,

WHEREAS, restructuring the MOAPI to have the raw water infrastructure isolated in a separate phase of the project will allow flexibility if raw water does not become available to the subdivision by not requiring infrastructure that cannot be utilized; and,

WHEREAS, the MOAPI approved January 5, 2022 was never fully executed and recorded to become binding on the parties; and,

WHEREAS, the MOAPI approved January 5, 2022 will need to be updated and reapproved to effectuate this flexibility for the raw water infrastructure.

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

Section 1. The updated Memorandum of Agreement for Public Improvements and attached exhibits is approved to replace the version approved January 5, 2022. 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 24TH DAY OF MAY 2022.

ATTEST:

By _____
Meghan C. Martinez, MMC, Town Clerk

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor



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

Agenda Title for Memorandum

Agenda Date: Town Board Meeting - May 24, 2022

Attachments:

- a. Grant of Easement Document
- b. Plan Sheet
- c. Resolution 22-R-46

Finance Review:

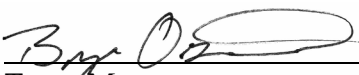
Administrative Services

Submitted by:

Zackery Roberson

Civil Engineer

Approved for Presentation:



Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

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

- Strategic, Reliable and & Sustainable **Infrastructure**
- **Safe & Secure**
- **Community and Economic Vitality**

This request aligns with the Town's strategic strategy. This waterline easement will be used to serve a fire hydrant for a new business. This infrastructure will provide a level of safety for the community.

Summary Statement:

Built on What Matters.

A Grant of Easement to the Town of Frederick for a Utility Easement located on the Raspberry Hill Business Park lot 2. The easement is necessary for the fire hydrant related to the Truck Ranch car dealership development.

Truck Ranch is a car dealership that focuses on selling pickup trucks.

If granted the Town would need to maintain a waterline of approximately 346 feet in length; on lot 2 of raspberry hill business park.

Detail of Issue/Request:

FFFD has requested a fire hydrant to serve the fire coverage of the building. This requires a waterline easement for the sole use of the fire hydrant. It will be located on private property for the benefit of the property owner, Community and the FFFD.

If granted the waterline installed by the applicant will be maintained by the Town. The

Legal Comments:

The Town Attorney reviewed the Grant of Easement and prepared the Resolution.

If Town Staff were to work in the easement, they would need to restore the property to previous conditions.

Alternatives/Options:

The Town Board may choose whether or not to accept the Grant of Easement.

Approval: Would allow the development to proceed with the current FFFD's approved plan of the fire protection. It would grant the Town the right to work on the Towns water line located lot 2 of Raspberry Hill BP property. This water line is for the sole use of the fire hydrant.

Denial: The developer would need to reevaluate a fire protection plan with FFFD.

Financial Considerations:

Long-term maintenance of a Town waterline approximately 346 feet long.

Staff Recommendation:

Staff recommends approval of the Resolutions 22-R-46 as presented accepting the Grant of Easement.

UTILITY EASEMENT AGREEMENT

WAGSCAP, LLC, a Utah limited liability company whose legal address is 4421 N. Thanksgiving Way Lehi, Utah 84043 (“GRANTOR”), is the fee-simple owner of that certain real property described in **Exhibit A** attached hereto and incorporated by this reference (“GRANTOR PROPERTY”).

For good and valuable consideration, the receipt and sufficiency whereof are acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey to the **Town of Frederick**, a Colorado statutory town whose address is 401 Locust Street, P.O. Box 435, Frederick, Colorado 80530 (“TOWN”), its successors, agents, and assigns, a non-exclusive, perpetual utility easement (“EASEMENT”), with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, including flushing, replace, and remove utility lines, specifically a fire hydrant water line (“IMPROVEMENTS”), in and across the following-described real property owned by Grantor in Weld County, State of Colorado:

Legal description as set forth in **Exhibit “A”**
attached hereto and incorporated by this reference.

Together with the right of ingress and egress over Grantor’s real property for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall be 10 (ten) feet in width, which shall be located across the above-described real property as described on the attached **Exhibit “A”**, which is incorporated herein by reference for all purposes.

The legal description of said easement is provided in **Exhibit “B”** and a scaled drawing of the location of the said easement is provided in **Exhibit “C”**.

All utility lines installed hereunder shall be covered by a minimum of 36 inches of soil, with the exception of storm water drainage, which may be subsurface or surface drainage. Grantor shall not intentionally cause the original cover over said utility lines to be reduced below whichever is the greater of the original cover of 36 inches or below the minimum cover required at any time by any applicable utility standard or safety code.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures, including trees and other vegetation, will be placed, erected, installed, or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of the easement.

All work performed by the Town, its employees, contractors, subcontractors, successors, and assigns in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the Improvements installed; and any damages caused on said

easement arising out of the reconstruction, maintenance, and repair of said Improvements in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

This Easement shall constitute a covenant running with the land for the benefit of the Town and its successors, agents, and assigns, and it shall be binding upon the Town and its successors, agents, assigns, personal representatives, and heirs and devisees.

The Grantor covenants that it is the owner of the Property and that it has the authority to grant this Easement.

This Easement shall be deemed to have been executed in the State of Colorado regardless of the actual location of execution, shall be deemed to be exercised in the State of Colorado, and shall be interpreted in accord with the laws of the State of Colorado.

This writing constitutes the whole agreement between the parties and no prior additional or different oral representation, promise, or agreement regarding the same subject matter shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

This Easement may be executed in separate counterparts, the signatures on which may be by facsimile, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Easement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto.

Nothing in this Easement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, or its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., (“CGIA”) and any amendments, revisions, or successor statutes thereto.

The obligations of the Town are subject to annual appropriation and shall not be deemed to be multiple fiscal year obligations for the purposes of Article X, Section 20 of the Colorado Constitution.

If any term or condition of this Easement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Easement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Easement shall be construed and enforced without such provision, to the extent that this Easement is then capable of performance within the original intent of the parties.

IN WITNESS WHEREOF, Grantor has executed this Easement this ____ day of _____, 20__.

GRANTOR:

NAME:

TITLE:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

On behalf of WAGSCAP, LLC

The foregoing Easement was acknowledged before me this ____ day of _____, _____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

TOWN:

By _____, Mayor

ATTEST:

_____, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Lot 2. Raspberry Hill Business Park, County of Weld, State of Colorado.

EXHIBIT B

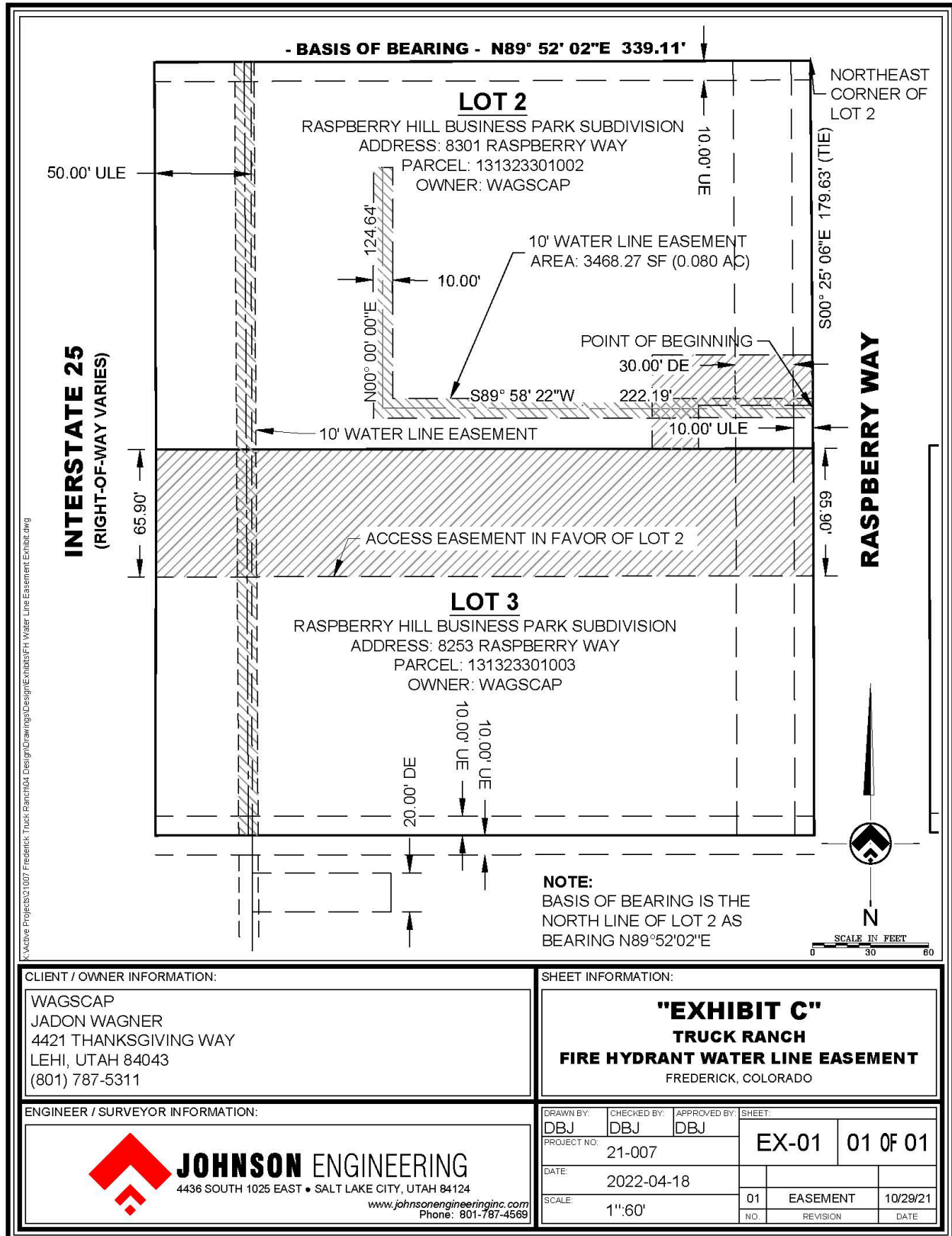
FIRE HYDRANT WATER LINE EASEMENT

A 10.00 FOOT WIDE NON-EXCLUSIVE WATER LINE EASEMENT LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 OF THE RASPBERRY HILL BUSINESS PARK SUDIVISION RECORDED AS ENTRY NO. 3268884 ON 03/16/2005 OF THE WELD COUNTY RECORDERS OFFICE WHICH IS SOUTH 00°25'06" EAST A DISTANCE OF 179.63 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 89°58'22" WEST A DISTANCE OF 222.19 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 124.64 FEET. THE SIDE LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO BEGIN AT THE EAST LINE OF SAID LOT 2 AND END 5 FEET PAST THE FIRE HYDRANT.

SAID EASEMENT CONTAINS 3,468.27 SQUARE FEET OR 0.080 ACRES MORE OR LESS.

EXHIBIT C



CLIENT / OWNER INFORMATION:

WAGSCAP
JADON WAGNER
4421 THANKSGIVING WAY
LEHI, UTAH 84043
(801) 787-5311

SHEET INFORMATION:

"EXHIBIT C"
TRUCK RANCH
FIRE HYDRANT WATER LINE EASEMENT
FREDERICK, COLORADO

ENGINEER / SURVEYOR INFORMATION:



JOHNSON ENGINEERING

4436 SOUTH 1025 EAST • SALT LAKE CITY, UTAH 84124

www.johnsonengineeringinc.com
Phone: 801-787-4569

DRAWN BY:	CHECKED BY:	APPROVED BY:	SHEET:
DBJ	DBJ	DBJ	EX-01 01 OF 01
PROJECT NO:	21-007		
DATE:	2022-04-18		
SCALE:	1"=60'		
NO.	01	EASEMENT	10/29/21
		REVISION	DATE



Waterline to be maintained
by the Town

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-46**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING
A GRANT OF UTILITY EASEMENT FROM WAGSCAP, LLC.**

WHEREAS, the WAGSAP, LLC (“Grantor”), is the owner of certain real property described as:

FRE RHBP L2 RASPBERRY HILL BUSINESS PARK with a situs address of
8301 Raspberry Way, Frederick, CO 80504

WHEREAS, Grantor desires to grant, and the Town of Frederick desires to accept, a utility easement (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 Perpetual Utility Easement.

- a. The Board of Trustees approves the Easement; generally located within a portion of Lot 2 of the Raspberry Hill Business park, 8301 Raspberry Way, Frederick, CO 80504, more particularly described in Exhibit A.
- b. The Board of Trustees authorizes the execution of the easement by the Mayor on behalf of the Town of Frederick.

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

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

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

**INTRODUCED, READ, PASSED AND ADOPTED THIS 24TH DAY OF MAY,
2022.**

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A
Utility Easement Agreement



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Trustee
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

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

Appointment of a Mayor Pro Tem

Agenda Date: Town Board Meeting – May 24, 2022

Attachments:

Finance Review:

Finance Director

Submitted by:

Meghan C. Miller

Town Clerk

Approved for Presentation:

Tracie Crites

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Pursuant to Section 2-25 of the Frederick Municipal Code and State Statute, the Board of Trustees may appoint one of their own as Mayor Pro Tem who shall be entitled to act as Mayor in the case the Mayor is unavailable.

Detail of Issue/Request:

The Board requested that the discussion of appointment of a Mayor Pro Tem be moved to this meeting for discussion and appointment of a Mayor Pro Tem per the requirements of the Frederick Municipal Code and State Statute.

Mayor Crites requested that staff provide a potential process for nomination of voting on appointment of a Mayor Pro Tem. For the Boards consideration, here is a potential process:

1. The Mayor shall open the floor for nominations.
2. Members may nominate each other or themselves. A nomination does not require a second.

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3. Once nominations are closed by the Mayor, the Town Clerk will hand out ballots to each member of the Board to indicate their choice for Mayor Pro Tem.
4. The Clerk will read the selections aloud into the record for transparency.
5. A nominee must receive a majority of the of support (4) in order to be eligible to be Mayor Pro Tem. In the event that there is not a majority support the Board will vote again on the top two candidates. Additional ballots will be provided and each member of the Board will indicate their choice and the Clerk will read selection aloud into the record.
6. Once a Mayor Pro Tem is approved by a majority, the Mayor will request a motion and second for appointment of a Mayor Pro Tem and a roll call vote will be taken.
7. The new Mayor Pro Tem will take the oath of office administered by the Town Clerk and be officially named Mayor Pro Tem for the next two years.

Legal Comments:

There is no specific requirement for the process of selecting a Mayor Pro Tem. The process is up to the determination of the Board.

Alternatives/Options:

The Board may utilize alternative processes at their discretion.

Financial Considerations:

None.

Staff Recommendation:

As this is process discretionary to the Board, staff has no specific recommendations.



TOWN OF FREDERICK

Board of Trustees

Information Memorandum

Tracie Crites, Mayor

Windi Padia, Trustee
Mark Lamach, Trustee
Adam Mahan, Trustee

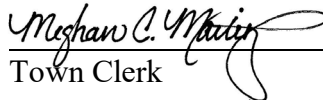
Dan March, Trustee
Kevin Brown, Trustee
Chad teVelde, Trustee

Appointments to Various Boards and Commissions

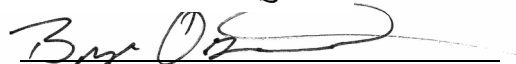
Agenda Date: Town Board Meeting - May 24, 2022

Attachments:

Submitted by:


Town Clerk

Approved for Presentation:


Town Manager

Detail of Issue/Request:

At the April 26, 2022 Board Meeting, staff was directed to compile a list of Boards and Commissions that the Board of Trustees are participants.

- Building Appeals Board:
 - To hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Frederick Building Code. Meets only as needed.
- Arts Committee:
 - To advise on acquisitions of works of public art and their placement. Meets on the 2nd Tuesday of each month at 4:30 PM.
- Historic Preservation Committee:
 - To advise on the preservation of the history of the Town of Frederick. Mainly handles the Miners Museum. Currently does not meet since until recently a quorum was necessary.
- Parks, Open Space, and Trails Commission:

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- To review and recommend to the Board of Trustees in all matters concerning the acquisition, development and maintenance of municipally owned parks, open space, and trails. Meets on the 1st Wednesday of each month at 7:00 PM.
- Miners Day Committee:
 - Advisory group to Community Relations team on the planning and implementation of the annual Miners Day event. Meets on the 2nd Wednesday of each month at 4:30 PM.
- DRCOG: Denver Council of Regional Governments SW Weld County Forum.
 - Meets quarterly on the 2nd Thursday of each month from 2:00 – 3:00 at the SW Weld Annex Building.
- Northern Water Liaison: Attendance at NISP and Windy Gap project update meetings.
- Carbon Valley Seniors Liaison

Legal Comments:

None.

Alternatives/Options:

Financial Considerations:

None.

Staff Recommendation:

Staff takes no position as appointments are at the discretion of the governing body.