



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, March 28, 2023

7:00 PM

Livestreaming of the Board of Trustees meetings have been transitioned to the Town of Frederick website. The livestream can be accessed at www.frederickco.gov/civicmedia

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

Meghan Martinez, Town Clerk
mmartinez@frederickco.gov
720-382-5500

Or

Kelly Green, Interim Deputy Town Clerk
kgreen@frederickco.gov
720-382-5500

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Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, March 28, 2023

**6:30 P.M.
Work Session**

**7:00 P.M.
Regular Meeting**

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

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

Staff Reports:

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

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

- C. Resolution 23-R-15 Approving Additional Settlement Participation Form related to National Multi-District Opioid Litigation – Jason Meyers, Town Attorney

Action Agenda:

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- D. Public Hearing 2nd Reading Ordinance 1381 Approving a Franchise Agreement between the Town of Frederick and Black Hills Colorado Gas, Inc. – Jason Meyers, Town Attorney
- E. Resolution 23-R-16 Authorizing the Purchase of 40 Units of C-BT Water from the Rocky Mountain Conference of Seventh-Day Adventists – Sarah Watson, Engineer
- F. Public Hearing Ordinance 1386 Amending the Frederick Land Use Code to Update the Land Use Table and Provide Related Definitions and Procedures by Amending Section 1.15, Definitions by Replacing Section 3.4, Matrix of Permitted, Conditional and Special Uses by Zoning District – Use-Specific Standards, and by Amending Article 4, Subdivisions, Section 4.11, Specific Requirements and Review Standards for Administrative Applications, and Providing for Repealer and Severability, and Effective Date – Ali van Deutekom. Planning Manager
- G. Resolution 23-R-17 Establishing the Frederick Youth Commission – Meghan Martinez, Town Clerk
- H. 23-R-18 Approving an Intergovernmental Agreement for Frederick Firestone Fire Protection District Impact Fees – Bryan Ostler, Town Manager

Mayor and Trustee Reports:

Executive Session:

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)(1) regarding Project Olive.

Adjournment:



TOWN OF FREDERICK MEMORANDUM

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: March 24, 2023

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 scheduled for upcoming meetings. These topics may be changed or rescheduled from time to time.

- April 4, 2023 – Work Session: Water Dedication Requirements, Snow Control
- April 11, 2023 – Regular Meeting
- April 18, 2023 – Special Meeting: Town Clerk Evaluation
- April 25, 2023 – Regular Meeting
- May 2, 2023 – Work Session: No Topics Scheduled

Communications and Engagement Department

To inform the Board and Town of Frederick residents of the accomplishments and projects in progress by the Communications and Engagement Team, I am submitting this departmental report covering March 10, through March 23, 2023. This summary is intended to serve as an update related to the Strategic Plan and does not encompass entire outputs or metrics.

Dynamic, Inclusive & Connected Community 3.1

- Town Event Preparation
 - Recruitment and Sponsors as of 3/23/2023
 - Sponsor commitments totaling \$23,400
 - 14 chainsaw carver applications
 - 35 food truck applications
 - 25 market vendor applications
- Telephone Town Hall Demo – Participate in a demo to evaluate TTH option to expand community engagement.
- Accessibility Plan and 508 Compliance – Met with Weld County PIO's to collaborate.
- Central Weld County Water – Met with Stan Linker, District Manager to discuss communications regarding scheduled maintenance, water testing, etc. to keep residents of Frederick informed in a timely manner.
- Interdepartmental Collaboration - Parks and Open Space Tour, PW PowerPoint presentation for BOT meeting, FRED Friends (launch FRED Thread) Planning – (In progress) Road Pavement

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and Rehabilitation Program mapping on website. Golf Course - met for Comms support with annual program marketing.

- Board Meeting - Attendance at Board meeting to ensure Town communications align with Board's vision and work in progress.
- Website – Summer is coming and so are mosquitos - Create mosquito control page, complete with video!
- My Civic 311 Town APP (In progress) -Increase community engagement and options for resident to utilize Town Services via mobile APP. *Progress update: Town of Frederick has been added to the Apple Developer Program, which is a major step to get the app into the Apple app store.*

Safe and Secure

- Attend the quarterly Neighborhood watch meeting to provide an overview of communication channels available through the Town and Police Department.
- Assist with Police Department Recruitment with brochure design and social media posts.
- Work with Weld CO dispatch to establish connectivity to report Computer Aided Dispatch (CAD) data lending to informed police decisions/operations.
- Host self-defense Level 1 & 2 classes on March 11. Twenty-two women of the Carbon Valley attended and are empowered with new self-defense skills.

Fiscally Responsible Governance

- None

Community Economic Vitality

- None

Effective Efficient Strategic Government

- none

Public Works

- Streets and Stormwater:
 - Filled potholes on aggregate blvd. silver birch, ridgeway and side streets/ industrial areas
 - Completed street sweeping of arterial roads. Countryside swept from resident concerns
 - Crews are continuing putting together storm water asset map
 - Grading of CR 14 and CR 17
 - Demolition and replaced concrete around countryside park on Russell Circle
 - Replaced stop sign from hit at intersection of CR 7 and 20.5, and reinstalled missing 35 mph on aggregate blvd
 - Installing all new street signs, stop signs and posts in Fox Run subdivision
 - Cleaning off graffiti on bridge on wetlands loop in No Name Creek subdivision
- Water:
 - 33 Locates completed
 - 8 final reads completed
 - 2 New meter installs in Hidden Creek
 - 84 rereads
 - Hydrant flow testing completed at 14th and Linden St, 6th and 7th at Main Street, and at the new Tesla Collision Center
 - Digitized meters with new GPS equipment
 - Fire hydrant repaired from traffic accident on Penrose and Washington St. in Savannah
- Facilities:
 - Completed 7 work orders, 4 calls for repair/maintenance, 2 tasks, 1 scheduled/preventative
 - Ongoing Projects
 - Town Hall ramp/rail to be completed when weather conditions are appropriate
 - Town Hall card readers install complete, currently setting up access cards

- PD Offices – Space planning complete, document delivery by 3/24/23
- ADA self-audit: Interior of all buildings complete, parking and accessible pathways next.
- Training
 - Public Works crews are completing anti-harassment training
 - Brad Hirter completed flagger certification training
 - Safety training for Public Works team on confined space training and monitor safety instructions

Parks and Open Space Department:

Effective, Efficient & Strategic Government Operations

- Tim Schwartz completed the Financial Sustainability Certification Program for Parks and Recreation Professionals with the National Recreation and Parks Association.
- Mike Harris is now a Certified Landscape Irrigation Auditor with the Irrigation Association and added a Qualified Supervisor Pesticide License in the Turf Category from the State of Colorado.
- Juston Marr completed the Landscape Management Certificate Program in Fundamentals and Maintenance from the National Association of Landscape Professionals.

Community and Economic Vitality

- Tim Schwartz and his team hosted the year's first junior golf event, the Spring Break Series. This event is available to all area youth under age 18 and takes place for 1.5 hours on Wednesday through Sunday of St. Vrain School District's spring break.
- Background and analysis work continues in the Community Parks Master Plan process. The first round of public engagement is schedule for Q2 2023.
- Golf and Parks staff have begun spring cleanup and aeration and that will continue, on and off, for the next two months.

Strategic, Reliable and Sustainable Infrastructure

- Golf Division and Parks Division staff partnered on several repair projects at the Golf Course on the Town's non-potable water system, which will improve aesthetics at Bella Rosa as well as water efficiency.

Engineering Department

STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE – Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

Transportation

- DRCOG: A joint grant application between Frederick and Firestone for \$2 million worth of improvements to Bella Rosa/Colorado Blvd intersection was unanimously supported by the SW Weld Subregional Forum. The project was identified as the #2 ranked improvement project in the Town's Transportation Master Plan. The next step is the project goes before the DRCOG Board for final funding approval.
- Concrete Alley: A contract for the Town's 2023 Concrete Alley Project was awarded to Jags Enterprises at the March 14th Board Meeting. The project will include two downtown alleyway segments in the area between Tipple Street and 2nd Street from Locust Street to Walnut Street and Walnut Street to Maple Street. This year's project will complete the concrete alley rehabilitation program.
- Pavement Maintenance Projects: A contract for the Town's 2023 Pavement Maintenance Projects was awarded to Vance Brothers at the March 14th Board Meeting. This includes multiple areas in Town for crackseal, slurry seal, patching, mill and overlay.
- Colorado Blvd Mill & Overlay Project: With the recent announcement of Silverstone Commercial at the northwest corner of SH52/Colorado Blvd, staff is now recommending that the final stretch

of Colorado Blvd rehabilitation from Tipple Parkway– through the 5th Street connection roundabout-down to Highway 52 be delayed a year and combined with the future Colorado Blvd improvements that the development will be providing. This would minimize closure impacts to the public and reduce costs. Future discussion on this topic with the Board at a future meeting.

- Silver Birch/Bella Rosa Intersection: Continuing to follow the guidance of the Transportation Master Plan, staff has put out an RFP for design of the ultimate configuration of the Silver Birch/Bella Rosa intersection. This design will identify the necessary utilities to relocate and the right-of-way to acquire. Contract award is scheduled to come before the Board at the April 11th Meeting.
- Silver Birch/Godding Hollow Intersection: Design is complete. Staff will be approaching the Board at a future meeting for direction on acquiring right-of-way northeast of the intersection to fully widen the intersection and install a sidewalk to the skate park.
- Neighborhood Speed Control Program: No recent projects to update.

Water

- Municipal Code water dedication requirements: Scheduled for a work session on April 4th.
- Potable Infrastructure Master Plan: A contract for design services was awarded to Forsgren Associates Inc. at the October 11th Board Meeting. Design is underway and scheduled to take about a year to complete. Staff has weekly progress meetings with the consultant. The project is on schedule and budget.
- Raw Water Master Plan: A Request for Qualifications for design services has been advertised. A recommendation for contract award is scheduled to come before the Board at the 4/11 Board meeting.
- Water Rate Study: A Request for Qualifications for design services has been advertised. The goal is to have a study complete in 2023 so fee adjustments could be identified at the end of the year and implemented for 2024. A recommendation for contract award is scheduled to come before the Board at the 4/11 Board meeting.
- Raw Water Change of Use: The water court case is ongoing. An Amendment to add 4 preferred shares to the application was approved and filed. The process is lengthy but has significant value to the future water supply of the Town. Staff will provide the Board with updates throughout the entirety of the water court case.
- Water Conservation: Kylie Couch attended a 2-day training workshop for landscape irrigation auditing. This training was identified in the Water Efficiency Plan and will allow the Town to identify the effectiveness of irrigation systems as we implement new standards.
- NISP: On December 9th, 2022, the long-awaited Record of Decision was issued by the Army Corps of Engineers for the Northern Integrated Supply Project. A major hurdle was cleared for the Town of Frederick's future water supply.

Stormwater

- Groundwater Study: A contract for design services was awarded to Smith Environmental at the December 13, 2022 Town Board meeting. An Open House was held on 2/23 in the Board Room. About 15 citizens attended and gave some good feedback for our consultants to evaluate. Installation of monitoring wells is complete. Design is expected to extend through 2023.
- Concrete Box Culvert(s) on Colorado Blvd/Bella Rosa: A contract for design services was awarded to AVI at the October 25th, 2022 Town Board meeting. Staff has bi-weekly progress meetings with the consultant. The project is on schedule and budget.

Frederick Police Department:

- Less Lethal Tools – The department recently purchased new Less Lethal shotguns for use in the field. These new tools will replace the department's current aging stock. These shotguns are specially marked with bright orange colors and are used to fire bean bag rounds. Officers attend an initial certification class upon hiring and are then required recertify and qualify each year. Less

Lethal tools are often useful to deploy in high-risk situations and afford officers the possibility, when appropriate, to avoid use of higher levels of force to resolve situations.

- Executive Administrator - Police Department – The department is currently in the hiring process for an Executive Administrator. This position will manage the department's Records, Evidence and CCIC/NCIC systems as well as assist the command staff with higher level duties within the department and supervise the front office staff. We are searching for a person who will thrive in the FRED culture and that has a wealth of experience managing these vital functions of the police department.
- Peer Support Team - The department is working to expand our Peer Support Team. Peer support helps fellow officers in times of personal or professional crises. It also helps to anticipate wellness needs before crises arise and help prevent them from occurring. Specially trained peers can provide a level of support for officers that is different from what others can offer. Peers tend to be familiar with the culture, work environment, common experiences and challenges of the profession and within their agency. Three officers were recently selected to the team and completed the required training, bring our total number of Peer Support employees to five.

Finance Department

- 2023 Audit: The Finance team has been primarily focused on pre-audit work. The audit begins onsite the week of April 10, 2023.



Town of Frederick Memorandum

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: March 24, 2023

SUBJECT: **Town Clerk's Report**

- *Boards, Commissions and Committees*
 - Scholarship Committee: The committee has extended invitations to the top candidates to participate in interviews.
 - Frederick Arts Committee: Working with Public Works to evaluate carvings and schedule sealing. Scheduling Bronze cleaning this spring.
 - Youth Commission: The resolution has been submitted with the March 28th packet for consideration. If adopted staff will begin working with Trustees Padia and Brown on the application process.
- *Records Requests*
 - The Clerk's Office has responded to 8 Requests for Public Records over the past two weeks. Requests were mainly related to residential building information.
- *Liquor Licensing*:

Current Liquor Licenses

<u>Licensee</u>	<u>Expiration Date</u>	<u>Status</u>
Back 9 at Bella Rosa	9/3/2023	Approved
Glacier Liquors	9/4/2023	Approved
Rock Solid	10/18/2023	Approved
Peel Pizzeria	11/2/2023	Approved
Mirror Image Brewing Company	11/4/2023	Approved
Mountain Cowboy Brewing Company	11/5/2023	Approved
Circle K Store 2706787	11/12/2023	Approved
7-Eleven Store 38638A	12/25/2023	Approved
Georgia Boys Smokehouse	1/24/2024	Approved
Frederick Liquor and Store	2/21/2024	Approved
Pete's Place	3/9/2024	Approved

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7-Eleven Store 35269B	3/21/2024	Approved
WTF!	6/5/2023	Approved
Frederick Travel Center	6/30/2023	Approved
Gabe's Cafe	9/27/2023	Approved

Enforcement Issues

- No current enforcement issues.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Kevin Brown, Trustee

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

COLORADO LOCAL GOVERNMENT OPIOID SETTLEMENTS

Agenda Date: Town Board Meeting – March 28, 2023

Attachments:

- a. Resolution Authorizing Participation
- b. Settlement Participation Forms (Exhibits K)
- c. Exhibit A - Allowable Uses of Settlement Funds
- d. Estimated Allocations

Finance Review: _____
Finance Director

Submitted by: Jason Meyers
Town Attorney

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Fiscally Responsible Governance: The Town of Frederick plans for identifies and utilizes resources that reflect exemplary stewardship for those who live in Frederick and those who seek out Frederick in the future.

Effective, Efficient & Strategic Government Operations: The Town of Frederick will lead the region in a culture of efficiency and innovation in all municipal services that far exceed the community's expectations, magnifying the fact that Frederick is Built on What Matters. Ensure all adopted Master Plans guide our processes.

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Summary Statement:

In November 2021, the Town Board authorized the Town to participate in efforts by the Colorado Attorney General's Office (AG), as well as several other municipalities and counties throughout Colorado, to reach settlement with outstanding law suits related to opioid use. While the Town did not instigate or participate in the litigation, the Town may nonetheless benefit from the settlements being reach between the primary parties. In the original settlement, the AG settled with four parties, McKesson, Cardinal Health, AmerisourceBergen, and Johnson & Johnson. This set the framework for additional settlements to be negotiated as litigation efforts by the AG and party municipalities moved forward. As before, Frederick has not participated in the litigation but may participate in the settlement of the national multi-district litigation.

Detail of Issue/Request:

The Town received additional Settlement Participation Forms from the AG's Office for the following entities: Teva, Allergan, Walmart, CVS, and Walgreens. These Participation Forms, each labeled exhibit K, are addendums to the original IGA the Town entered into in November 2021. If acceptable, the Town would sign these forms and remit them back to the AG's office. Since the Town opted out of participating in regional efforts for programing, the monies from these settlements would be sent directly to the Town for use in any of the acceptable programing reflected in Exhibit A of the original IGA, which is included for your reference. As before, the total settlement to the State (which would then be shared as outlined in the original IGA: 10% to the State, 20% to participating local governments, 60% to regions as defined in the MOU, and 10% to infrastructure related to opioid impacts and mitigation) is contingent upon having a high enough percentage of participation by local governments. These new settlement efforts would have the potential to add an additional \$300 Million of settlement monies sent to the State of Colorado to be shared as outlined above. A more specific estimated breakout by region is attached for your reference.

Legal/Political Considerations:

By approving and signing the Settlement Participation Forms, the Town would forgo the opportunity to litigate these matters on our own. Combined participation allows the Town to benefit from the settlement without the costs of litigation of the issue. It also allows the entities settling claims to limit their exposure to liability as the matters would be resolved.

Alternatives/Options:

The Town Board may decide not to enter into the Settlement Participation Forms and litigate these claims on our own. This would be cost prohibitive and a large impact to the work load of staff.

The Town Board may decide not to enter into the Settlement Participation Forms and forgo litigation altogether. This could impact the total recovery to the state and other local government jurisdictions as the settlement amount is contingent upon the total participation. Further, the Town would be forgoing the additional revenues that would be earmarked for drug abuse prevention programs as outlined in Exhibit A.

Financial Considerations:

Once the settlements have been accepted or denied by the AG's deadline of April 7, 2023 we will have a better idea of the total anticipated revenue the Town would receive over time as outlined in the settlements.

Staff Recommendation:

Staff recommends that the Board approve the Resolution authorizing the Town to enter the Settlement Participation Forms.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-15**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING ADDITIONAL SETTLEMENT PARTICIPATION FORM
RELATED TO NATIONAL MULTI-DISTRICT OPIOID LITIGATION**

WHEREAS, Nationwide settlements have been reached with several opioid distributors to resolve claims by state and local governments that these companies contributed to the opioid epidemic, including the claims being settled include those raised by local governments in the national multi-district litigation (“MDL”), In Re: National Prescription Opiate Litigation, MDL 2804 (N.D. Ohio); and,

WHEREAS, the Town of Frederick previously authorized participation in a Memorandum of Understanding (“MOU”) for Colorado entities that was negotiated by the Colorado Attorney General’s Office and other Colorado Municipalities that established the framework for distributing and sharing these settlement proceeds throughout Colorado; and,

WHEREAS, additional distributors have agreed to the settlement of claims which could end up an additional approximately \$300 million to be distributed to entities within Colorado; and,

WHEREAS, the settlement monies received by the State of Colorado will be divided as outlined in the MOU: 10% to the State, 20% to participating local governments, 60% to regions as defined in the MOU, and 10% to infrastructure related to opioid impacts and mitigation; and,

WHEREAS, the settlement monies will require expenditures on strategies emphasize prevention, treatment, and harm reduction related to opioid use; and,

WHEREAS, in order to participate in these additional settlements, and by extension the settlement proceeds, Local governments such as the Town of Frederick are required to submit settlement participation forms.

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

1. The Board of Trustees authorizes the Town of Frederick to enter the additional settlements and authorize the Mayor sign and submit the necessary Settlement Participation Forms for Teva, Allergan, Walmart, CVS, and Walgreens (attached hereto and each entitled Exhibit K).

**INTRODUCED, READ, PASSED, AND SIGNED THIS 28TH DAY OF MARCH,
2023.**

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Meghan C. Martinez, MMC, Town Clerk

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to **Opioids@coag.gov** if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.



Colorado Opioid Settlement Distribution Funds -
Teva, Allergan, CVS, Walgreens, & Walmart Settlements

Estimated Allocation to Regions for maximum Local Government Participation

Account	Total New Regional Allocations	Teva Regional Total (13 years)	Allergan Regional Total (7 years)	CVS Regional Total (10 years)	Walgreens Regional Total (14 years)	Walmart Regional Total (6 years)
Region 1- Northwest	\$ 2,085,632.32	\$ 408,470.42	\$ 243,347.22	\$ 540,311.87	\$ 587,532.57	\$ 305,970.24
Region 2- Larimer	\$ 11,406,887.39	\$ 2,234,035.19	\$ 1,330,931.83	\$ 2,955,111.76	\$ 3,213,374.58	\$ 1,673,434.03
Region 3- Weld	\$ 7,046,017.27	\$ 1,379,960.20	\$ 822,114.60	\$ 1,825,368.11	\$ 1,984,896.66	\$ 1,033,677.70
Region 4- Northeast	\$ 3,563,677.51	\$ 697,945.09	\$ 415,802.47	\$ 923,219.88	\$ 1,003,904.95	\$ 522,805.12
Region 5- I-70 Mountain	\$ 3,806,377.72	\$ 745,477.83	\$ 444,120.21	\$ 986,094.74	\$ 1,072,274.76	\$ 558,410.18
Region 6- Boulder	\$ 13,313,880.96	\$ 2,607,519.25	\$ 1,553,435.86	\$ 3,449,144.80	\$ 3,750,583.77	\$ 1,953,197.28
Region 7- Broomfield	\$ 1,745,785.73	\$ 341,911.57	\$ 203,694.64	\$ 452,269.91	\$ 491,796.16	\$ 256,113.45
Region 8- Adams	\$ 20,147,580.66	\$ 3,945,897.12	\$ 2,350,777.69	\$ 5,219,509.11	\$ 5,675,669.56	\$ 2,955,727.18
Region 9- Arapahoe	\$ 21,779,095.73	\$ 4,265,428.82	\$ 2,541,139.46	\$ 5,642,175.62	\$ 6,135,275.14	\$ 3,195,076.69
Region 10- GROC	\$ 18,794,619.32	\$ 3,680,920.08	\$ 2,192,916.98	\$ 4,869,005.78	\$ 5,294,533.90	\$ 2,757,242.58
Region 11- Denver	\$ 26,157,497.56	\$ 5,122,937.40	\$ 3,052,002.25	\$ 6,776,461.11	\$ 7,368,691.81	\$ 3,837,404.99
Region 12- Douglas	\$ 8,428,267.93	\$ 1,650,673.54	\$ 983,392.72	\$ 2,183,459.24	\$ 2,374,283.27	\$ 1,236,459.16
Region 13- Mesa	\$ 5,667,938.87	\$ 1,110,063.99	\$ 661,323.28	\$ 1,468,357.87	\$ 1,596,685.41	\$ 831,508.32
Region 14- SWCORC	\$ 3,188,916.40	\$ 624,548.24	\$ 372,076.11	\$ 826,132.84	\$ 898,332.96	\$ 467,826.25
Region 15- Central Region	\$ 2,818,547.64	\$ 552,011.64	\$ 328,862.26	\$ 730,183.71	\$ 793,998.31	\$ 413,491.72
Region 16- El Paso/Teller	\$ 28,919,171.73	\$ 5,663,810.38	\$ 3,374,228.63	\$ 7,491,910.95	\$ 8,146,668.60	\$ 4,242,553.17
Region 17- SWORD	\$ 3,303,420.85	\$ 646,973.90	\$ 385,436.26	\$ 855,796.80	\$ 930,589.41	\$ 484,624.48
Region 18- San Luis Valley	\$ 2,521,400.74	\$ 493,815.51	\$ 294,191.77	\$ 653,203.69	\$ 710,290.63	\$ 369,899.14
Region 19- Southeast	\$ 15,589,254.70	\$ 3,053,150.49	\$ 1,818,921.69	\$ 4,038,611.78	\$ 4,391,567.41	\$ 2,287,003.33
Total	\$ 200,283,971.03	\$ 39,225,550.66	\$ 23,368,715.93	\$ 51,886,329.57	\$ 56,420,949.86	\$ 29,382,425.01



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Kevin Brown, Trustee

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

GAS FRANCHISE AGREEMENT ORDINANCE SECOND READING

Agenda Date: Town Board Meeting – March 28, 2023

Attachments:

- a. Ordinance Approving Gas Franchise
- b. Draft Franchise Agreement

Finance Review: _____
Finance Director

Submitted by: _____
Jason Meyers
Town Attorney

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Fiscally Responsible Governance: The Town of Frederick plans for identifies and utilizes resources that reflect exemplary stewardship for those who live in Frederick and those who seek out Frederick in the future.

Effective, Efficient & Strategic Government Operations: The Town of Frederick will lead the region in a culture of efficiency and innovation in all municipal services that far exceed the community's expectations, magnifying the fact that Frederick is Built on What Matters. Ensure all adopted Master Plans guide our processes.

Partnering with other governmental entities to provide services to the community can create efficiencies and cost savings.

Built on What Matters.

Summary Statement:

The Town is authorized to grant or renew franchise agreements for the utility providers to provide services within the Town of Frederick. The Town has worked with Black Hills Colorado Gas, Inc. (BHCG) and its predecessors in interest to provide natural gas services with the Town of Frederick. The franchise agreement dictates the terms of the use of public rights of way for gas infrastructure. The agreement with BHCG has an expired term and needs to be updated to current standards.

Detail of Issue/Request:

In order to facilitate the appropriate use of public rights of way for the placement of utilities, Colorado and Federal Law provides the opportunity for municipalities to grant franchises to providers of utilities. The Town utilized outside counsel to assist in the negotiation and drafting of the updated franchise agreement. The proposed agreement is attached would renew the franchise agreement for a period of 15 years, which is fairly standard for these types of agreements. In exchange for the use of the public rights of way, BHCG remits franchise fees to the Town equal to three percent of gross receipts derived from the sale, distribution, and transportation of natural gas delivered within the Town of Frederick. BHCG is required to operate and maintain their own infrastructure and relocate the infrastructure in the case of conflict with the Town's public projects if needed.

Legal/Political Considerations:

The Town Attorney has reviewed the franchise agreement and drafted the enabling ordinance. In order to comply with applicable statutes, this ordinance will require two readings before enacting. The first reading occurred on February 28, 2023. This is the second reading of the ordinance.

Alternatives/Options:

The Town Board may decide to delay entering the franchise agreement or may direct staff to negotiate additional terms. In this event, the current franchise will continue until a new agreement is reached or the franchise is terminated. The Board could deny to renew the franchise and direct staff to move towards termination of the franchise which would result in significant legal processes and potential litigation to ensure compliance with state and federal law.

Financial Considerations:

The Town receives franchise fee revenue from BHCG in the amount of three percent of gross receipts derived from the sale, distribution, and transportation of natural gas delivered within the Town.

Staff Recommendation:

Staff recommends that the Board approval of the terms of the franchise agreement through enacting the enabling ordinance.

ORDINANCE NO. 1381

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT BETWEEN THE TOWN OF FREDERICK, COLORADO, AND BLACK HILLS COLORADO GAS, INC.

WHEREAS, the Town of Frederick, Colorado (the "Town"), is authorized to grant or renew franchises to construct, reconstruct, operate, and maintain natural gas systems, using public rights of way and properties within Town boundaries; and

WHEREAS, Black Hills Colorado Gas, Inc., ("BHCG") has constructed and desires to continue to operate and maintain natural gas services within the Town, and wishes to renew its Franchise Agreement with the Town; and

WHEREAS, the Town has a legitimate and necessary role in ensuring the availability of natural gas services within in its jurisdiction, in accordance with applicable law and the provisions thereof; and

WHEREAS, the Town Board of Trustees desires to grant to BHCG, and BHCG desires to accept, the terms and conditions set forth herein for the use of Town-owned rights of way and easements, and rights of way and easements dedicated and accepted for public use, in installing and operating a natural gas system in the Town; and

WHEREAS, the public has had adequate notice and opportunity to comment on BHCG's proposal to continue to provide natural gas service in the Town; and

WHEREAS, the Town Board of Trustees has determined it is in the best interest of the Town and the community to grant a Franchise to the BHCG for the term provided in the Franchise Agreement.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:

Section 1. Approval. The Town Council hereby approves the Franchise Agreement between the Town of Frederick, Colorado, and Black Hills Colorado Gas, Inc., in the form attached as ***Exhibit 1***. The Mayor and other proper Town officials are hereby authorized to execute the Franchise Agreement by and on behalf of the Town.

Section 2. Implementation. Town officials are hereby authorized to take such action as appropriate to implement the Franchise Agreement.

Section 3. Preemption and Severability. If any part of this Ordinance shall, for any reason, be found by a court of law invalid or in conflict with state or federal law, such final judgment shall not affect the remaining provisions of this Ordinance.

Section 4. Safety Clause. The Town Board of Trustees finds and declares that this Ordinance is promulgated and adopted for public health, safety and welfare and bears a rational relation to the legislative objective sought to be obtained.

PASSED, AND APPROVED ON FIRST READING this 28th day of February 2023. by the Board of Trustees of the Town of Frederick Colorado, by a vote of ____ for and ____ against.

PASSED, APPROVED, AND ADOPTED ON SECOND READING this 28th day of March 2023. by the Board of Trustees of the Town of Frederick Colorado, by a vote of ____ for and ____ against.

TOWN OF FREDERICK

Mayor Tracie Crites

Attest:

Meghan Martinez, Town Clerk

Approved as to form:

Approved as to content:

Town Attorney

Town Manager

AN AGREEMENT GRANTING BLACK HILLS COLORADO GAS, INC. D/B/A BLACK HILLS ENERGY, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE TOWN OF FREDERICK, COLORADO.

ARTICLE I

Whenever the word “Town” is hereinafter employed, it shall designate the Town of Frederick, Weld County, Colorado, the “Grantor”, and whenever the word “Grantee” is used, it shall designate not only Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, but also its successors and assigns

ARTICLE II

FRANCHISE GRANTED

Town hereby grants a non-exclusive Franchise Agreement (“Franchise” or “Agreement”) to Grantee, its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing, and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

This franchise shall take effect on the first day of the month following the date this Franchise is finally approved by the Colorado Public Utilities Commission (the “Effective Date”), at which time Grantee will begin to collect the franchise fee set forth herein, and this franchise shall remain in effect for a period of fifteen (15) years from the Effective Date of this Franchise.

FRANCHISE FEES OR TAXES

In exchange for the Franchise granted herein, Grantee shall collect from all customers located within the corporate limits of Grantor, but not from the Grantor, and pay to Grantor an amount equal to three percent (3%) of gross receipts derived from the sale, distribution, and transportation of natural gas delivered within the present limits of Grantor, as amended from time

to time. Gross receipts as used herein are revenues received from the sale, distribution or transportation of natural gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills.

The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the limits of Grantor, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this Agreement shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. The exemption of fees as noted in this Section shall only apply to right-of-way permits concerning the natural gas delivery which is the subject of this Agreement. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this Agreement.

Grantee shall report and pay any amount payable under this Agreement on a monthly basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the Grantor to Grantee.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If the franchise fee specified in this Article is declared illegal, unconstitutional, or void for any reason by any court of proper authority or the Colorado Public Utilities Commission, Grantee is contractually bound to pay the Town an amount that would be, as near as practicable, equivalent to the amount which would have been paid by the Grantor as a franchise fee hereunder, prior to such declaration provided that such contractual amounts may be collected lawfully from Grantee's customers. In such a case, the Parties agree to negotiate in good faith amend the Franchise to implement an alternate lawful franchise fee. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor.

MAP AND ANNEXATION

Within ten (10) days of the date of this Agreement, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from Grantor of an updated Map including such annexed area, or (b) such time after Grantee's receipt from the Grantor of an updated Map including such annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee.

Grantor shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the Town as set forth above.

Grantee shall not be liable for paying franchise fees from or to any customer originally or subsequently identified, or incorrectly identified, by Grantor, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

NO DISCRIMINATION

Except as permitted by law, the Colorado Public Utilities Commission, and the Company's Tariffs as approved by the Colorado Public Utilities Commission, the Company shall not, as to rates, charges, services, facilities, rules, regulations, or in any other respect, make or grant any preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage, provided that nothing in this section shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.

ARTICLE III

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up, potholing, and any and all excavations made shall be done in such a timely and expeditious manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary. Repairs and replacements shall be made promptly by Grantee at its expense, leaving such properties in as good as condition as existed immediately prior to excavation and in compliance with all applicable regulations and requirements adopted by the Town. The Grantee shall comply with the Town's requests for reasonable and prompt action to remedy all damage to public and/or private property, adjacent to streets, public utility easements, or other Town property, where the Grantee is performing construction, excavation, maintenance, or repair work. The Town reserves the right to restore property and remedy damages caused by Grantee activities at the reasonable expense of

the Grantee in the event the Grantee fails to perform such work within a reasonable time (not to exceed 90 days) after written notice from the Town. Upon taking into considering the scope of repairs, responsibility for damages, and other extenuating factors as applicable, the Town will not unreasonably withhold approval of a reasonable written request for extension of the 90-day period.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants, and industries. While maintaining its facilities and equipment, Grantee shall obtain all permits approvals as required by this Agreement, the Town Municipal Code, and applicable regulations. In emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request, and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee no less than 90-days prior written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities, unless such project is required due to emergency circumstances in which case notice will be given as soon as practicable. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor. Grantee shall provide Grantor with reasonable notice of significant projects that impact Grantor.

RELOCATION OF GRANTEE'S FACILITIES

Grantee shall temporarily or permanently relocate, remove, change, or alter the position of any Grantee facility at no cost to the Town whenever such relocation is necessary for the completion of any public project requiring such relocation including but not limited to: the change the grade of or other alteration any street, alley, avenue, bridge, public right-of-way, or public place for a public purpose ("Public Project:").

In the event of any relocation contemplated pursuant to this Section, the Grantee and the Town agree to cooperate on the location and relocation of the Grantee facilities. Following relocation from the public right-or-way or Town streets, all property shall be restored to its former

condition or better by the Grantee at its expense; provided, however, Grantee will be reimbursed for expenses incurred on behalf of a private development. The relocations set forth in this Section shall be completed within a reasonable time based on the scope of the relocation, not to exceed ninety (90) days from the date on which the Town requests, in writing, that the relocation commence. Grantee shall receive an extension of time to complete a relocation where the Grantee's performance was delayed due to weather, supply chain issues, labor shortages, significant scope of the relocation, lack of easement or right-of-way for the relocation of its facilities, or Force Majeure. The Grantee has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Grantee, the Town may also grant the Grantee reasonable extensions of time. Approval of requests for extension will not be unreasonably withheld by the Town. Each relocation shall be complete only when the Grantee actually relocates the Grantee facilities, restores the relocation site in accordance with this Agreement or as otherwise agreed with the Town, and removes from the site or properly removes or abandons in place (as permitted in the Town's reasonable discretion) all unused Grantee facilities, equipment, material and other impediments.

Nothing provided herein shall prevent the Company from recovering its Relocation costs and expenses from third parties.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. In no case, however, shall the Town be required to advance funds for relocations necessitated by a Public Project. Nor shall any commercial or private project be able to rely upon the Town's approval of such commercial or private project as a basis for payment of the cost of such relocation.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

COORDINATION WITH GRANTOR

For all new Grantee installation or replacement of infrastructure in Grantor's right of way longer than a quarter of a mile, Grantee will provide Grantor with a minimum notice of 30 days. For all installation or replacement of infrastructure not longer than a quarter of a mile in Grantor's right of way, Grantee shall provide Grantor with a minimum notice of 14 days.

ARTICLE IV

RECORDS

Grantor shall have access to and the right to examine, during normal business hours, Grantee's books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that Grantor shall not exercise such right more than twice per calendar year, unless necessitated by a court order, audit or any other reasonable rationale requested in good faith by Grantor. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor; provided, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof.

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality, and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations, and quality and standards of service to be supplied by Grantee. In determining the rights and duties of the Grantee as specifically provided for in this Agreement, the terms of this Agreement shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then as permitted by the Colorado Public Utilities Commission, the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Agreement may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents, and representatives shall

maintain the confidentiality of such information, to the extent allowed by law. If the Grantor is requested or required by law to disclose information that has been identified as confidential or proprietary by Grantee, including but not limited to a request made under the Colorado Open Records Act, §§ 24-72-201, et seq., C.R.S., the Grantor shall promptly notify the Grantee of the request or requirement, so that Grantee may seek an appropriate protective order or other relief. In any such legal action the Grantee shall join the person requesting the information and the Grantor. In no circumstance shall the Grantor provide to any third-party confidential information provided by the Grantee pursuant to this Agreement without first conferring with the Grantee. The Grantee shall defend, indemnify, and hold the Grantor harmless from any claim, judgment, costs, and attorneys' fees incurred in participating in any litigated proceeding.

CONTINUATION OF UTILITY SERVICE.

In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the Grantor has not provided for alternative gas utility service, the Grantee shall have no obligation to remove any Grantee Facilities from Town streets, public utility easements, or other Town property or discontinue providing gas utility service unless otherwise ordered by the Colorado Public Utilities Commission, and shall continue to provide gas utility service within the Town until the Town arranges for gas utility service from another provider. The Grantor acknowledges and agrees that the Grantee has the right to use Town streets, public utility easements, or other Town property during any such period. The Grantee further agrees that it will not withhold any temporary gas utility service necessary to protect the public. The Town agrees that in the circumstances of this Section, the Grantee shall be entitled to monetary compensation as provided in the Tariffs and the Grantee shall be entitled to collect from Customers and, upon the Town's compliance with applicable provisions of law, shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Grantee would have paid as a franchise fee as consideration for use of Town streets, public utility easements, or other Town property. Only upon receipt of written notice from the Town stating that the Town has adequate alternative gas utility service for residents and upon order of the Colorado Public Utilities Commission shall the Grantee be allowed to discontinue the provision of Utility Service to the Town and its residents.

ARTICLE V

MATERIAL BREACH

Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the "breaching party") to this Agreement fails or refuses to perform any of the terms or conditions of this Agreement (a "material breach"), the other party (the "non-breaching party") may provide written notice to the breaching party of such material breach. Upon receipt of such notice, the breaching party shall be given a reasonable time, not to exceed ninety (90) days, subject to Force Majeure, in which to remedy the material breach. If the breaching party does not remedy the material breach within the time allowed in the notice, the non-breaching party may exercise the following remedies for such material breach:

1. specific performance of the applicable term or condition; and

2. recovery of actual damages from the date of such breach incurred by the non-breaching party in connection with the breach but excluding any consequential damages.

If a breach is of such a type or nature that it cannot reasonably be remedied in ninety (90) days, the breaching party shall immediately inform and demonstrate to the non-breaching party of the fact that the material breach cannot reasonably be remedied in ninety (90) days. The breaching party shall immediately begin work to cure the material breach and shall diligently and expeditiously prosecute to completion all work necessary to remedy the material breach.

Termination of Franchise by Town. In addition to the foregoing remedies, if the Grantee fails or refuses to perform any material term or condition of this Agreement (a “material breach”), the Grantor may provide written notice to the Grantee of such material breach. Upon receipt of such notice, the Grantee shall be given a reasonable time, not to exceed ninety (90) days, subject to Force Majeure, in which to remedy the material breach. If a breach is of such a type or nature that it cannot reasonably be remedied in ninety (90) days, the Grantee shall immediately inform and demonstrate to the Grantor of the fact that the breach cannot reasonably be remedied in ninety (90) days. The Grantee shall immediately begin work to cure the breach and shall diligently and expeditiously prosecute to completion all work necessary to remedy the breach. If the Grantee does not remedy the material breach within the time provided in this subparagraph, the Grantor may, at its sole option, terminate this franchise. This remedy shall be in addition to the Grantor’s right to exercise any of the remedies provided for elsewhere in this Franchise. Upon such termination, the Grantee shall continue to provide Utility Service to the Town and its residents under its tariffs until the Grantor makes alternative arrangements for such service and until otherwise ordered by the PUC and the Grantee shall be entitled to collect from residents and shall be obligated to pay the Grantor, at the same times and in the same manner as provided in the Franchise, an aggregate amount equal to the amount which the Grantee would have paid as a franchise fee as consideration for use of the Town right-of-way, streets, alleys, utility easements, and other Town property Grantee is otherwise permitted to use under this Agreement.

No Limitation. Except as provided herein, nothing in this Agreement shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged breach of this franchise.

FORCE MAJEURE

It shall not be a breach or default under this Agreement if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, epidemics, pandemics, supply chain issues beyond the control of the Company, insurrections or wars; 3) governmental actions which specifically prevent compliance with this Franchise such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having

jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise provided forth herein, the Grantee shall indemnify, defend, and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or arising from the grant of this Agreement, the exercise by the Grantee of the related rights, or from the operations of the Grantee within the Town, and shall pay the costs of defense plus reasonable attorneys' fees. The Town shall (a) give prompt written notice to the Grantee of any claim, demand, or lien with respect to which the Town seeks indemnification hereunder and (b) unless in the Town's judgment a conflict of interest may exist between the Town and the Grantee with respect to such claim, demand or lien, shall permit the Grantee to assume the defense of such claim, demand, or lien with counsel satisfactory to the Town. If such defense is assumed by the Grantee, the Grantee shall not be subject to any liability for any settlement made without its consent. If such defense is not assumed by the Grantee or if the Town determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Grantee shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the Town or any of its officers, employees, contractors, agents or vendors,

IMMUNITY

Nothing in this Section or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Town may have under the Colorado Governmental Immunity Act (C.R.S. §24-10-101, *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the Town by law.

NOTICE

Both parties shall designate from time to time in writing representatives for the Grantee and the Town who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier, hand delivery, or other forms of delivery as may be agreed to by the parties in writing, to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party. Notice shall be deemed received (a) three (3) days after being mailed via the U.S. Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the Town:	Town of Frederick
	P.O. Box 435

Frederick, CO 80530

Attn: Town Administrator

With a copy to: Town of Frederick
P.O. Box 435
Frederick, CO 80530

Attn: Town Attorney

To the Grantee: Black Hills Colorado Gas, Inc.
Tom Henley
Manager of Community Relations
Email: tom.henley@blackhillscorp.com
Phone: (303-566-3549

And to

Black Hills Colorado Gas, Inc
d/b/a Black Hills Energy
Attention: Legal Department
1515 Arapahoe St., Suite 1200
Denver, CO 80202

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

NO THIRD-PARTY BENEFICIARIES

This Agreement constitutes a Franchise Agreement between the Grantor and Grantee. No provision of this Agreement shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SEVERABILITY

If any clause, sentence, or section of this Agreement is deemed invalid by any judicial, regulatory, or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON-WAIVER

Any waiver of any obligation or default under this Agreement shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING FRANCHISES

This Agreement, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the Franchise granted by Grantor hereunder, and the same shall supersede all prior Franchises relating thereto, and any terms and conditions of such prior Franchises or parts of Franchises in conflict herewith are hereby repealed. Ordinance No. 850 of the Town of Frederick, Colorado, is hereby repealed as of the Effective Date hereof.

EFFECT AND INTERPRETATION OF AGREEMENT

The captions that precede each section of this Agreement are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

APPLICABLE LAW

Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Weld County, State of Colorado.

ACCEPTANCE

Upon final passage and approval of the Ordinance approving this Franchise by Grantor, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the Board of Trustees, with the Clerk of the Town of Frederick, Colorado. The Clerk of the Town of Frederick, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of the Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject the Ordinance in its entirety, Grantee shall be deemed to have accepted the Ordinance and all of its terms and conditions.

[Mayor or other Authorized Official]

Attest:

Clerk of Town of Frederick, Colorado



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

40 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – March 28, 2023

Attachments:

- a. Resolution 23-R-16
- b. Purchase and Sale Agreement

Finance Review:

Administrative Services

Submitted by:

Sarah Watson

Civil Engineer II

Approved for Presentation:

Bryan Ostler

Town Manager

☐ Quasi-Judicial ☐ Legislative ☐ Administrative

Strategic Plan Alignment:

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

- The Town needs to continue to purchase water to meet the needs of commercial development and the Town's existing obligations.

Summary Statement:

The Town has an opportunity to purchase 40 units of C-BT water.

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with Mitch Tamez with Urealty, about the purchase of 40 units of Colorado-Big Thompson water. The Plan recommends purchasing C-BT water when it is available to the Town as the cost of C-BT units are projected to continue to increase. The recently adopted 2023 Budget included funds for the purchase of

Built on What Matters.

at least 30 units of C-BT water. These 40 units are intended to be used for economic incentives which will work towards the Town's Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal. The Town will then have met the 2022 goal of purchasing at least 200 CBT units.

The units are being offered at \$68,000 per unit for a total of \$2,720,000.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The Town has budgeted funds for the purchase of C-BT units in the 2022 and 2023 Capital Budget and has adequate funds to purchase the 40 units proposed at this time.

Staff Recommendation:

Staff recommends the approval of resolution 23-R-16 for the purchase of 40 unit of C-BT from The Rocky Mountain Conference of Seventh-day Adventists.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-16**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 40 UNITS OF C-BT WATER
FROM THE ROCKY MOUNTAIN CONFERENCE OF SEVENTH-DAY
ADVENTISTS**

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

WHEREAS, the Board of Trustees of the Town of Frederick has received one offer for the sale of 40 units of C-BT water; and

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

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

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

WHEREAS, in the 2022 and 2023 Capital Budget, the Town Board of Trustees authorized the appropriation and expenditures of funds from the water fund; and

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

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

a. The Rocky Mountain Conference of Seventh-day Adventists.; 40 units of CBT water at \$68,000 per unit for a total of \$2,720,000.

Section 2. The 2022 and 2023 Capital Budget for the Town of Frederick included funds for C-BT unit purchases.

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

Section 5. **Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 3. **Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF MARCH, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

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

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between The Rocky Mountain Conference of Seventh-day Adventists (“Seller”), successor by merger to The Seventh-day Adventist Association of Colorado, and the Town of Frederick, a Colorado Municipal Corporation (“Town”) (each a “Party” and together the “Parties”).

Recitals

- A. The Colorado-Big Thompson Project (“C-BT”) is administered by the Northern Colorado Water Conservancy District (“NCWCD”).
- B. Seller is the record owner of 40 C-BT units, with such ownership shown on the books of NCWCD (“Seller’s C-BT Units”).
- C. NCWCD allocates water to Seller’s C-BT Units under a Class C Allotment Contract.
- D. Seller wishes to sell, convey, and assign to the Town, and the Town wishes to acquire, Seller’s C-BT Units on the terms and conditions given in this Agreement.

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

- 1. **Purchase Price.** The purchase price for Seller’s C-BT Units is \$68,000 per unit, for a total of \$2,720,000 (“Purchase Price”).
 - 1.1 The Parties agree that Stewart Title Company, 12110 N. Pecos St., Suite 150, Westminster, CO, 80234, will act as the escrow agent for this transaction (“Escrow Agent”), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 1.2 No earnest money is required for this transaction.
 - 1.3 If all pre-conditions to closing have been met, then on or before the Closing Date, as the term “Closing Date” is defined in paragraph 8 below, the Town shall deposit the Purchase Price with the Escrow Agent, in immediately available certified funds or cash.

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

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

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

5. Use of water allocated to Seller’s C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller’s C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town’s temporary use of the water allocated to Seller’s C-BT Units.
6. NCWCD requirements.
 - 6.1 The Parties shall promptly execute and deliver to NCWCD all required applications and other documentation required by NCWCD for transfer of Seller’s C-BT Units to the Town, including without limitation an Application for a Temporary Use Permit, an Affidavit Regarding Base Water Supply, a completed Application for Change of Class D Allotment Contract, and any other documents required by NCWCD. The Parties shall work cooperatively to meet all deadlines for submittal of such materials for the NCWCD Board’s consideration and approval at its next regular meeting.
 - 6.2 Seller shall pay, directly to NCWCD, the transfer fee of \$500 imposed by NCWCD for transfer of Seller’s C-BT Units to the Town.
7. Section 1031 exchange. Seller may elect to structure this transaction as an exchange under Section 1031 of the Internal Revenue Code (“1031 Exchange”). In such event, Seller shall give written notice to the Town as provided in paragraph 9 below. The Parties shall confer to determine if a reasonable extension of the Closing Date is necessary for Seller to complete the 1031 Exchange. Any expenses related to a 1031 Exchange will be Seller’s sole responsibility, but the Town will cooperate with the Seller in implementing the 1031 Exchange.
8. Closing. The Parties will consummate the transaction at a closing to take place electronically within 5 business days of the date on which all pre-conditions to closing, as described in paragraph 2 above, have been successfully completed.
 - 8.1 Closing Date. The actual date of the closing, which must take place on or before May 12th, 2023, is the “Closing Date.”
 - 8.2 Performance of closing. On the Closing Date, the Escrow Agent shall perform as described in the Escrow Agreement and Instructions attached as **Exhibit A**, including without limitation by distributing the total amount due to seller (Purchase Price + final NCWCD Fee and Assessment Credit – escrow and closing fees – any Seller Broker’s Fee) by wire transfer or in other immediately available funds; by

distributing payment of the broker commission described in paragraph 1.5 above directly by check or wire transfer; and by delivering to the Parties, by FedEx, UPS, or other delivery service with tracking, any final instruments or other documents memorializing the transaction, including without limitation the Bill of Sale and Assignment described in paragraph 8.3 below and Seller's Certification of Warranties described in paragraph 8.4 below.

8.3 Bill of Sale and Assignment. No later than seven days before the Closing Date, Seller shall deliver to the Escrow Agent a good and sufficient Bill of Sale and Assignment acceptable to the Town and substantially in the form of attached **Exhibit B**. Seller shall execute the Bill of Sale and Assignment, but leave it undated; the Escrow Agent shall handwrite in the date on the Closing Date.

8.4 Seller's Certification of Warranties. No earlier than seven days and no later than one day before the Closing Date, Seller shall deliver to the Escrow Agent a written certification that Seller's warranties given in paragraph 3 above remain true and correct as of the Closing Date to the best of the knowledge of the individual(s) executing the certification. In the event that Seller is unable to certify that one or more of the warranties remains true and correct as of the Closing Date, the Town may, at its sole option, proceed to closing notwithstanding such defects or, upon written notice to Seller, declare this Agreement terminated. In the event of such termination, the Parties will have no further rights or obligations hereunder.

E. Notices. All notices or other documents required to be sent to either Party under this Agreement must be in writing. Such notices or documents will be deemed effective upon receipt following delivery by certified mail, return receipt requested; email; personal delivery; or delivery by FedEx, UPS, or another delivery service with tracking. Notices or documents must be addressed and delivered as follows:

TO SELLER:

The Rocky Mountain Conference of Seventh-day Adventists
2520 S Downing St.
Denver, CO 80210

TO TOWN:

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

With copies by email only to the following:

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

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

TO ESCROW AGENT:

Stewart Title Company
Marlene Osborn
12110 North Pecos Street Suite 150
Westminster CO 80234
Marlene.Osborn@stewart.com

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

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

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

22. Execution in counterparts and electronic scans. This Agreement may be executed in counterparts, and all such executed counterparts together will constitute the Agreement. A legible electronic scan of the original Agreement and signatures in PDF format will be deemed an original, and such electronic scans will be binding for all purposes.

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

SELLER:

By: _____
Darin Gottfried, Vice President Finance

By: _____
Mary Lynn Green, Corporate Secretary for Asset Management

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Darin Gottfried as Vice President of Finance and Mary Lynn Green as Corporate Secretary for Asset Management.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Signatures continue on next page.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)

TEMPORARY USE PERMIT

WHEREAS, the **Town of Frederick**, hereinafter referred to as "Permittee," has by Resolution adopted on **July 26, 2007**, authorized the undersigned to apply for the temporary use of **40 acre-feet** of water which was originally contracted to certain other allottees and was subsequently removed therefrom by appropriate action of the Board of Directors (Board) of Northern Colorado Water Conservancy District (Northern Water); and

WHEREAS, the Board of Northern Water is empowered to allocate, reallocate, transfer, sell, lease or otherwise dispose of the use of water by term contracts;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby mutually agreed by and between the parties as follows:

1. Northern Water hereby approves the use by the Permittee of such portion of the above amount of water as may be declared by the Board of Northern Water to be available for delivery.
2. Permittee agrees to pay for said **40 acre-feet** of water, referred to above at the rate of \$52.09-53.60 per acre-foot for the year ending March 1, 2024 with payment in full to be made by said Permittee within 15 days after the date of a notice from Northern Water that the initial payment is due hereunder.
3. Permittee agrees that this contract shall terminate on March 1, 2024.
4. At any time during the term of this contract, the Permittee may elect to apply to the Board for the perpetual use of the water covered herein by the execution of a permanent contract as provided under Class B or Section 131 contract of the Water Conservancy Act. If a Class B or Section 131 contract is approved by the Board of Northern Water and the transfer of water allotment is ordered thereon, the execution of such Class B or Section 131 contract by Northern Water shall automatically terminate the Temporary Use Contract.
5. In the event that no application is made by the Permittee for a Class B or Section 131 contract as provided in Art. (4) hereof or, if either of these applications are made and are denied by the Board of Northern Water, no further right or interest in the water covered by this Permit shall attach to said Permittee.
6. Permittee agrees to be bound by the Provisions of the Water Conservancy Act of Colorado, the Rules and Regulations, and Policies of the Board of Directors of Northern Water and the Repayment Contract between Northern Water and the United States.
7. Permittee agrees that, without approval of the Board of Northern Water, no permanent assignment may be made of the use of any of the water herein contracted.

TOWN OF FREDERICK

By _____
Mayor

ATTEST:

Town Clerk

(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for **40 acre-feet** of water is hereby made to the **Town of Frederick**, a Colorado municipal corporation for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., _____.

ATTEST: _____
Secretary



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

Consideration of Amendments to Articles 1, 3 and 4 within the Frederick Land Use Code.

Agenda Date: Town Board Meeting - March 28th, 2023

Attachments:

- a. Ordinance with Planning Commission and staff suggested changes
- b. Planning Commission Minutes
- c. Attachment A- Summary of the Planning Commission discussion
- d. PCR 2023-01C

Finance Review: _____
Administrative Services

Submitted by: _____
Ali van Deutekom
Planning Manager

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:



2. Community and Economic Vitality-

2.5 Continue work on updating the Land Use Code

Summary Statement:

In 2022, the Frederick Land Use Code was assessed by the Town's Land Use Attorney, Todd Messenger. Out of the assessment came two interim, high priority updates; the land use table and implementation of the 25/52 East Subarea Plan. This is the first of the interim items, the land use table.

Built on What Matters.

Detail of Issue/Request:

In the summer of 2021, the Board of Trustees adopted a long-term Strategic Plan for the Town of Frederick. This plan is broken down into areas of concentration. One of the concentrations is; Community and Economic Vitality. Under the umbrella of 2. Community and Economic Vitality is; 2.5 Continue work on updating the Land Use Code. Todd Messenger created the strategic assessment of the current code. The Update Framework was presented and accepted by the Planning Commission and the Town Board in 2022.

The interim amendments to the existing Land Use Code to update and modernize the land use table provides immediate public benefits in terms of protection of community character, economic development, and code administration. With the proposed changes, each use is a principal land use and is defined broadly enough to include a full range of activities with comparable impacts, yet narrow enough to avoid overlaps among listed land uses. Every land use listed in the Land Use Table is defined in the proposed changes. Where appropriate, the Land Use Code definition aligns with the Colorado State Statute definition.

The types of land uses permitted conditionally, by-right and special use in each zone district has largely remained the same. A fourth option for general application was added to the table as “limited use.” “Limited Uses” may have unusual or special characteristics, like a conditional use, but don’t require the public hearing level of approval and shall be approved administratively. The hierarchy of complexity for an application approval would be as follows;

Most complex to least complex; conditional use, limited use, permitted use, special use.

It is intended that the interim updates to the land use table, with adjustments as appropriate, will be incorporated into the revised Land Use Code when it is complete.

This project was originally noticed for the January 24th, 2023 Board of Trustees meeting. The January 24th, 2023 meeting was canceled after the agenda packet was distributed. Since the January 24th, 2023 meeting Staff has identified a clarification within the definition of retail sales and services and the associated use specifics standards. These suggested edits are meant to serve a wide variety of both small and large retail businesses and provide direction on the storage of inventory outside the building. You can find the suggested retail edits on pages 32, 55 and 56 of the redlined Ordinance. Insertions are double-underlined, and deletions are red strikeouts.

Review Criteria:

Section 4.7.9.b. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the text of this Code shall not be amended except:

- (1) To correct a manifest error in the text of this Code;
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff;
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Code; or
- (4) To further the implementation of the goals and objectives of the Comprehensive Plan.

All four of the review criteria shall be met with the proposed code amendments.

Planning Commission:

The Planning Commission was held January 5th, 2023. The Commission voted 4- 0 to approve PCR-2023-01C which approved the amendments with the conditions. The conditions are; 1. Staff share with the Board the discussion by the Planning Commission, 2. The attorneys look into remedying the specific aspects highlighted by the Planning Commission. Staff has provided a summary of the Planning Commission discussion as Attachment A.

Public Notice: This project was properly noticed according to the requirements found in C.R.S. §24-6-402(2)(c).

Legal Comments:

The Town's Land Use Attorney, Todd Messenger, created the Land Use Code Amendment Ordinance and revisions based on Planning Commission comments.

Alternatives/Options:

Enact:

I move that Ordinance No. 1386 be approved.

Amendments:

I move that the following language be (added to / removed from) from Ordinance No. 1386.

Decline to Enact:

I move that Ordinance No. 1386 not be approved at this time.

Financial Considerations:

Not Applicable.

Staff Recommendation:

Staff recommends enacting the ordinance with revisions made by the Planning Commission.

TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1386

AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO TO AMEND THE FREDERICK LAND USE CODE TO UPDATE THE LAND USE TABLE AND PROVIDE RELATED DEFINITIONS AND PROCEDURES BY AMENDING SECTION 1.15, DEFINITIONS, BY REPLACING SECTION 3.4, MATRIX OF PERMITTED, CONDITIONAL, AND SPECIAL USES BY ZONING DISTRICT – USE-SPECIFIC STANDARDS, AND BY AMENDING ARTICLE 4, SUBDIVISIONS, SECTION 4.11, SPECIFIC REQUIREMENTS AND REVIEW STANDARDS FOR ADMINISTRATIVE APPLICATIONS, AND PROVIDING FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Town of Frederick is in the process of updating its comprehensive plan and revising its Land Use Code; and

WHEREAS, during the process, the Board of Trustees determined that interim amendments to the existing Land Use Code to update and modernize the land use table would provide immediate public benefits in terms of protection of community character, economic development, and Code administration; and

WHEREAS, the Board intends that the interim updates to the land use table, with adjustments as appropriate, will be incorporated into the revised Land Use Code when it is complete; and

WHEREAS, on January 5, 2023, the Town of Frederick Planning Commission reviewed the proposed amendments to the Land Use Code and upon such review, recommended that the Board adopt same.

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

Section 1. Sec. 1.15, Definitions, Town of Frederick Land Use Code, is amended as follows (strikethrough represents deleted text, underline means added text, and * * * means large blocks of unmodified text):

* * *

Adult-oriented use means a use of property where the principal use, or a significant or substantial adjunct to another use of the property, is the sale, rental, display or other offering of live entertainment, dancing, or material which is distinguished or characterized by its emphasis on depicting, exhibiting, describing, or relating to specified sexual activities or specified anatomical areas as the primary attraction to the premises, including, but not limited to:

(1a) Adult arcade, which means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five ~~(5)~~ or fewer persons per machine at any one ~~(1)~~ time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

(2**b**) Adult bookstore or adult video store, which means a place where books, magazines, motion pictures, prints, photographs, periodicals, video or audio recordings, novelties and devices, or any of these things, which have as their primary or dominant theme, matter depicting, illustrating, describing, or relating to specified sexual activities or specified anatomical areas, are sold or offered for sale to adults; and includes a place with only a portion or section of its area set aside for the display or sale of such material to adults, except that any place, otherwise included within this definition, that derives not more than ~~ten~~10 percent ~~(10%)~~ of its gross income from the sale of such material shall be exempt from the provisions of this Section so long as such material is kept in a location where it is not visible and shall not be a self-service item for the customers of such place.

(3**e**) Adult cabaret, which means a nightclub, bar, restaurant or similar business which regularly features:

(a**1**) Persons who appear in a state of nudity;

(b**2**) Live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or

(c**3**) Films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

(4**d**) Adult motel means a hotel, motel, or similar business which offers private rooms to the public and provides patrons live performances or closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

(5**e**) Adult motion picture theater means a business where films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

(6**f**) Adult photo studio means any establishment which, upon payment of a fee, provides photographic equipment and/or models for the purpose of photographing specified anatomical areas.

(7**g**) Adult theater means a theater, concert hall, auditorium, or similar business which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities.

(8**h**) Peep booth means a viewing room, other than a private room, of less than one hundred fifty (150) square feet of floor space upon the premises of a sexually oriented business where there are exhibited photographs, films, motion pictures, video cassettes, or other video reproductions, slides or other visual representations which depict or describe specified sexual activities or specified anatomical areas.

(9i) Private room means a room in an adult motel that is not a peep booth, has a bed in the room, has a bath in the room or adjacent to the room, and is used primarily for lodging.

(10j) Sexual encounter establishment means a business or commercial establishment which, as one (1) of its primary business purposes, offers for any form of consideration, a place where two (2) or more persons may congregate, associate, or consort for the purpose of specified sexual activities or the exposure of specified anatomical areas, when one (1) or more of the persons exposes any specified anatomical area.

(11k) Sexually oriented business means an adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, sexual encounter establishment or other similar business and includes:

(a1) The opening or commencement of any sexually oriented business as a new business;

(b2) The conversion of an existing business, whether or not a sexually oriented business, to a sexually oriented business;

(c3) The addition of any sexually oriented business to any other existing sexually oriented business;

(d4) The relocation of any sexually oriented business; or

(e5) The continuation of a sexually oriented business in existence on the effective date of the initial ordinance codified herein.

~~(l) Specified anatomical areas means:~~

~~(1) Less than completely and opaquely covered: human genitals, pubic region, buttocks and female breast below a point above the top of the areola.~~

~~(2) Human male genitals in a discernibly turgid state even if completely and opaquely covered.~~

~~(m) Specified sexual activities means acts, simulated acts, exhibitions, representations, depictions or descriptions of:~~

~~(1) Human genitals in a state of sexual stimulation or arousal.~~

~~(2) Fondling or other erotic touching of human genitals, pubic region, buttocks or female breast.~~

~~(3) Intrusion, however slight, of any object, any part of an animal's body, or any part of a person's body into the genital or anal openings of any person's body or into the body of an animal.~~

~~(4) Cunnilingus, fellatio, anilingus, masturbation, bestiality, lewd exhibition of genitals, or excretory function.~~

~~(5) Flagellation, mutilation, or torture for purposes of sexual arousal, gratification or abuse.~~

~~(n) Stage means a raised floor or platform at least three (3) feet above the surrounding floor measured perpendicularly from the edge of the stage to the surrounding floor and at least thirty-six (36) square feet in area.~~

* * *

Agricultural activity. See Commercial agriculture. ~~means farming, including plowing, tillage, cropping, utilization of best management practices, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber harvesting operations); the grazing or raising of livestock (except in feedlots); aquaculture; sod production; orchards; Christmas tree plantations; nurseries; and the cultivation of products as part of a recognized commercial enterprise. The application of fertilizers, herbicides, and pesticides is incidental to this activity.~~

Agricultural land means land that is being used for ~~agricultural activities~~commercial agriculture.

Agricultural uses means a category of land uses that includes agritainment and commercial agriculture.

Agritainment means a for-profit business operation, located and operated on agricultural land~~an agricultural property~~. The business provides educational and/or entertainment opportunities to its patrons in an agriculturally-oriented environment by way of activities, events, demonstrations, displays, interactive participation, tours, lectures, and/or the sale of agriculturally related products. Characteristic activities that may constitute uses ~~permitted in~~ an agritainment business include but are not limited to:

- (1) Animal petting zoo and farm animal centers;
- (2) Community event;
- (3) Concessions;
- (4) Country store/craft shop;
- (5) Cultural or special events and religious festivals;
- (6) Educational activities and programs;
- (7) Farm tours;
- (8) Farmers market;
- (9) Farm-life activities and entertainment; and
- (10) Thematic vacations or events.

* * *

Alternative tower structure means man-made trees, clock towers, bell steeples, light poles, traffic signals, buildings, and similar alternative design mounted structures that are compatible with the natural setting and/or surrounding structures, and camouflage or conceal the presence of antennas or towers so as to make them architecturally compatible with the surrounding area ~~pursuant to this Article~~. This term also includes any antenna or antenna array attached to an alternative tower structure. A stand-alone monopole

(including a replacement pole) in the right-of-way that accommodates small cell wireless facilities in considered an alternative tower structure to the extent it meets the camouflage and concealment standards of this [Codechapter](#).

~~Animal boarding means the operation of an establishment in which domesticated animals other than household pets are housed, groomed, bred, boarded, trained or sold. This term shall not include the operation of a kennel.~~

* * *

Assisted living facility [or congregate care](#) means a special combination of housing, supportive services, personalized assistance, and/or health care designed to respond to the individual needs of those who need help with activities of daily living. The facility may have a central and/or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential.

* * *

~~Automotive repair, major means an establishment primarily engaged in the repair or maintenance of commercial and heavy truck-oriented motor vehicles, trailers, and similar large mechanical equipment, including paint, body, and fender and major engine and engine part overhaul, provided that it is conducted within a complete enclosed building. Such use shall not include the sale of fuel, gasoline, or petroleum products.~~

~~Automotive repair, minor means an establishment primarily engaged in the repair or maintenance of passenger and light truck-oriented motor vehicles, trailer, and similar mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune-ups and transmission work, car washing, detailing, polishing, or the like, provided that it is conducted within a completely enclosed building. Such use shall not include the sale of fuel, gasoline or petroleum products.~~

* * *

~~Bar or tavern means an establishment providing or dispensing fermented malt beverages and/or malt, vinous, or spirituous liquors, and in which the sale of food products such as sandwiches or light snacks is secondary.~~

[Bar, tavern, or nightclub means a business that sells alcoholic beverages for on-premise consumption, and / or evening entertainment such as live music, comedy acts, a floorshow, or dancing. The use may include tables and chairs, but does not have fixed theater-style seating. The use may include the sale of light snacks \(chips, pretzels, nuts, etc.\) and sandwiches \(prepackaged pizzas, burritos, subs, etc.\) as required by the applicable liquor license \(which may be any of the following classes of State alcohol licenses pursuant to C.R.S. § 12-47-401, et seq.: beer and wine, hotel and restaurant, tavern, vintner's restaurant, or lodging and entertainment facility\). The phrase "bar, tavern, or nightclub" does not include the phrase "sexually oriented business" or the temporary sale of alcohol for on-premise consumption.](#)

[Battery energy storage system means an electric storage resource capable of receiving electrical energy from the power grid and storing it in batteries for later provision of electrical energy back to the power grid, with a capacity of 150 MWh or greater. Battery](#)

Energy Storage Systems with a capacity of less than 150 MWh are classified as “Utilities, Minor.”

* * *

~~Bed and breakfast means an establishment operated in a private residence or portion thereof, which provides temporary accommodations to overnight guests for a fee and which is occupied by the operator of such establishment.~~

Bed and breakfast means the use of a single-family detached building as a place of overnight accommodation, in which:

(1) Five or fewer guest rooms are rented to guests for daily and / or weekly terms;

(2) Breakfast is provided to guests; and

(3) The operator resides on the premises.

Bed and breakfasts may also provide a location for private events (e.g., weddings and receptions).

* * *

Boarding and rooming house means a building or portion of which is used to accommodate, for compensation, four (4) or more boarders or roomers, not including members of the occupant’s immediate family who might be occupying such building. The word compensation shall include compensation in money, services, or other things of value.

* * *

Brew pub, distillery pub, or limited winery means:

(1) A brew pub as defined in C.R.S. § 44-3-103(5);

(2) A distillery pub as defined in C.R.S. § 44-3-103(14);

(3) A limited winery as defined in C.R.S. § 44-3-103(25);

(4) A microbrewery; or

(5) A microdistillery; or

(6) A microwinery.

~~Brewpub means an establishment that is primarily a restaurant where malt, vinous and/or spirituous liquors (beer, wine or hard liquor) are manufactured on the premises as an accessory use, primarily for sale and consumption on premises. A brewpub may distribute its products off-site as consistent with state law. Establishments that do not contain a restaurant component as the primary use are consider microbreweries, microwineries, or microdistilleries and are subject to different regulations. Regardless of the presence of a restaurant component, establishments that exceed the maximum production limits for microbreweries, microwineries, or microdistilleries are considered breweries, wineries or distilleries and are subject to different regulations.~~

~~Also see definitions and regulations for restaurants, microbreweries, microwineries, microdistilleries, breweries, wineries, and distilleries.~~

* * *

Bus or taxi terminal, on-demand transportation dispatch means an off-street premises that is used for the parking or storage of buses or taxis and the loading or unloading of passengers.

Business services means a business that is primarily engaged in providing support services to other businesses, such as advertising and mailing, commercial photography, janitorial services, and temporary labor services. Uses that are included within the phrases “office, general,” “light industry,” or “retail sales and services” (e.g., attorneys, accountants, contractors, or office supply shops), are not included within the phrase “business services”.

* * *

Campground or RV park means an area of land developed and intended to provide short-term accommodations to guests in recreational vehicles or tents.

* * *

Cemetery means land used or intended to be used for the interment of the remains of human bodies or pets, whether such interment is above ground or below ground. The term “cemetery” includes graveyards, mausoleums, tombs, and columbariums.

* * *

Commercial agriculture means a group of land uses that are related to grazing or raising livestock or land uses which produce products that originate from the land’s productivity, such as farming, ranching, forestry, viticulture, floriculture, beekeeping, tree farming, hemp cultivation, animal husbandry, and horticulture (including within greenhouses), and the storage, packaging, and processing of products produced on-site. The phrase “commercial agriculture” does not include the phrase “intensive agriculture”, nor does it include the cultivation or processing of marijuana.

Commercial equestrian facilities means a boarding stable, riding school or academy, riding arena, or exhibition facility for horses, donkeys, or mules, but not facilities that are associated with residential or agricultural uses and solely for the private use of the residential or agricultural landowner or lessee. Commercial equestrian facilities typically include barns, stables, corrals, riding arenas, or paddocks.

Commercial lodging means a building or group of buildings in which, in the aggregate, six or more rooms are used to provide overnight accommodations. The use may also include services such as meeting rooms, business centers (personal computers, fax machines, and printers for guest use), food service for guests, recreational facilities such as swimming pools and fitness centers, ballrooms, exhibit halls, and / or banquet rooms, provided that such services are subordinate to the use of the building or buildings for overnight accommodations.

Commercial vehicle means:

- (1) Any motor vehicle, trailer, or semi-trailer that:

(a) Is designed or used to carry freight, other vehicles, equipment, passengers for a fee, or merchandise in the furtherance of any business enterprise; and

(b) Has a gross weight of more than 10,000 pounds;

(2) Any step van or truck that is designed for commercial moving or parcel delivery services;

(3) Any truck that is used for mobile retail sales (e.g., ice cream, lunches);

(4) Any vehicle with more than four wheels that is used for business purposes;

(5) Any trailer that is used to haul machinery, supplies, or equipment for business purposes (horse trailers, boat trailers, motorcycle trailers, RV trailers, and car trailers put to personal use are not included in the definition);

(6) Any trailer that is used for commercial hauling (e.g., waste, junk, lawn clippings) or commercial moving services;

(7) Any vehicle that has permanently mounted outside brackets or holders for ladders, tools, pipes, or other similar equipment, unless such vehicle is used for on-call emergency services contracted by the Town of Frederick or other governmental entity.

* * *

Community, civic, educational, and institutional uses means a category of land uses that includes cemetery, crematorium, day care center, adult or child, funeral home, hospital, place of assembly, prison or jail, school, elementary or middle, school, high, school, vocational or trade, and university or college.

* * *

Construction vehicle means:

(1) Any tracked vehicle used for construction, grading, or excavation, such as bulldozers, excavators, drilling machines for mining or driving piles, and comparable vehicles;

(2) Any wheeled vehicle that is used for construction that uses off-highway tires, including loaders, graders, soil compactors, skidders, and comparable vehicles;

(3) Dump trucks;

(4) Cement mixer trucks; and

(5) Bucket trucks.

* * *

Composting facility means a facility to which vegetative waste materials, such as lawn clippings, tree trimmings, weeds, and vegetable food scraps from more than one lot or parcel are delivered for composting. The phrase "composting facility" does not include processing of biosolids from wastewater.

* * *

Convenience lending means:

(1) A business engaged in providing short-term loans to individuals in exchange for personal checks or bank account access as collateral; or

(2) A business that, for a fee, cashes checks, warrants, drafts, money orders, or other commercial paper serving the same purpose, but is not a state or federally chartered bank, savings association, credit union, industrial loan company, or retail store that is engaged primarily in the business of selling consumer goods.

* * *

~~Crematorium or crematory means a place where human or animal remains are reduced~~
means a facility for the burning of corpses, human or animal, to ashes. Crematoriums do not include establishments where incinerators are used to dispose of toxic or hazardous materials, infectious materials, or narcotics.

* * *

Data center means a building or portion thereof that is used by telecommunications carriers, internet access providers, or internet service providers, in which equipment for telecommunications and data processing use (e.g., servers, data storage devices, switches, routers, and other comparable technology infrastructure) is concentrated and physically secured. Equipment in a data center may be owned or operated by more than one entity. The phrase "Data center" does not include the phrase "wireless telecommunications facility."

* * *

Day Care Center, Adult or Child means:

(1) Adult day care center, which is a facility that is certified by the State of Colorado to provide health and social services on a less than 24-hour basis to elderly, blind, or disabled adults.

(2) Child day care center which is a facility, by whatever name known, which is maintained for the whole or part of a day for the care of five or more children under the age of 16 years and not related to the owner, operator, or manager thereof, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes: (i) facilities commonly known as "day care centers," "day nurseries," "nursery schools," "kindergartens," "preschools," "play groups," "day camps," "summer camps," "centers for mentally retarded children," and (ii) facilities that provide 24-hour care for dependent and neglected children, and (iii) facilities for children under the age of six years with stated educational purposes operated in conjunction with a public, private, or parochial college or a private or parochial school, except that the term does not apply to any kindergarten maintained in connection with a public, private, or parochial elementary school system of at least six grades. Child care centers are classified as either "small" (five to 12 children) or "large" (13 or more children).

* * *

Disposal means facilities for the disposal of non-nuclear waste or fill. The term includes solid waste disposal sites and facilities, as defined by C.R.S. § 30-20-101; and hazardous waste disposal sites, as defined by C.R.S. § 25-15-200.3.

* * *

Duplex (a/k/a dwelling, two-family) means a building that is comprised of two dwelling units, in one of two configurations: a side-by-side duplex, in which the dwelling units are separated by a shared wall with no penetrations, and each unit has a separate principal entrance; or an over-under duplex, in which dwelling units are separated by a floor, and the units may be accessed from an interior foyer with a staircase, or have separate principal entrances at street level.

~~Dwelling means a building used exclusively for residential occupancy, including single-family dwellings, two-family dwellings, and multi-family dwellings.~~

~~Dwelling, multi-family. See multifamily. means a dwelling containing three (3) or more dwelling units, not including hotels, motels, fraternity houses and sorority houses, and similar group accommodations.~~

~~Dwelling, single-family means a building designed exclusively for occupancy by one (1) family, but not including a mobile home, otherwise provided herein.~~

Dwelling, single-family attached means a residential building containing dwelling units, each of which has primary ground floor access to the outside and which are attached to each other by party walls without openings. The term is intended primarily for such dwelling types as townhouses and duplexes.

~~Dwelling, single-family detached. See single-family detached. means a single-family dwelling which is not attached to any other dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.~~

~~Dwelling, two-family means a building occupied by two (2) families living independently of each other.~~

~~Dwelling unit means one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied, or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling, or mixed-use building.~~
a building or portion of a building that provides complete independent living facilities, including permanent provisions for living, sleeping, eating, cooking and sanitation, for one family.

* * *

Family means an individual living alone, or either of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:

(1a) Any number of persons related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship; or

(2b) Any unrelated group of persons consisting of:

(a1) Not more than three (3) persons;

- (b2) Not more than two (2) unrelated adults and their children, if any; or
- (c3) Not more than eight (8) developmentally disabled persons and appropriate staff occupying a dwelling unit and living as a single, nonprofit housekeeping unit.

* * *

Fitness instruction or gymnasium means a business that provides instruction (generally by way of organized, regularly scheduled classes) related to movement and physical fitness within an enclosed building, including but not limited to:

- (1) Aerobics and stretching;
- (2) Boxing or kickboxing;
- (3) Dance;
- (4) Gymnastics;
- (5) Martial arts;
- (6) Spinning;
- (7) Swimming;
- (8) Weight lifting; or
- (9) Yoga.

* * *

Freestanding communications tower means a structure that is designed and constructed to support one or more wireless communication facilities and including all appurtenant devices attached to it. A freestanding communications tower may be designed to be solely supported by attachment to the ground, or supported by direct attachment to the ground and with guy wires, and may be of either lattice or monopole construction.

* * *

Fueling, fast-charging, or service station means a building or land area used for the retail dispensing or sales of vehicular fuels; Level 3 DC fast-charging of electric vehicles; towing of automobiles and light trucks (but not storage of inoperable automobiles or light trucks) . The phrase “fueling, fast-charging, or service station” does not include the phrase “heavy motor vehicle repairs or service,” but does include the phrase “light motor vehicle repairs or service,” which may be integrated into the use. A fueling, fast-charging, or service station may include a retail store that sells goods and services, but primarily ready-to-eat food products (not intended for on-premises consumption), groceries, sundries, and automotive fluids and accessories (e.g., windshield washer fluid, batteries, motor oil, car window shades). The phrase “fueling, fast-charging, or service station” does not include the phrase “truck stop.”

~~Funeral home means a building used for the preparation of the deceased for burial or cremation, for the display of the deceased and/or for ceremonies or services related~~

~~thereto, including cremation and the storage of caskets, funeral urns, funeral vehicles, and other funeral supplies.~~ an establishment that provides for:

(1) Human funeral services; and / or

(2) Embalming and the performance of other services used in the preparation of the dead for burial.

In addition to these functions, funeral homes may also store caskets, funeral urns, hearses and other vehicles used in funeral processions. A funeral home may also include a crematorium with no more than one incinerator as an accessory use.

* * *

Gasoline station. See fueling, fast-charging, or service station. ~~means any building, land area, premises, or portion thereof, where gasoline or other petroleum products or fuels are sold and light maintenance activities such as engine tune-ups, lubrication, minor repairs, and carburetor cleaning may be conducted. Gasoline station shall not include premises where major automobile maintenance activities such as engine overhaul, automobile painting, and body fender work are conducted.~~

General Commercial Uses means a category of land uses that includes business services, convenience lending, fitness instruction or gymnasium, liquor store, office, general, office, medical, pawnbroker, personal services, and retail sales and service.

* * *

Golf Course means land used for the game of golf, which may include accessory uses such as driving ranges, pro-shops, club houses, and restaurants.

* * *

Group home means a dwelling unit in which up to eight individuals live together (but not more than one who is required to register as a sex offender pursuant to C.R.S. § 18-3-412.5, as amended) and receive supportive services and are supervised by persons who live in the residence. For the purposes of this Code, there are four classifications of group homes:

(1) Community residential homes (a/k/a group home for persons with intellectual and developmental disabilities), which is a state-licensed group home, exclusively for the care of persons with developmental disabilities, as defined by C.R.S. § 25.5-10-202.

(2) Group home for the aged, which is a group home of persons who are 60 years of age or older who do not need nursing facilities, and who so elect, to live in conventional residential surroundings. The phrase “group home for the aged” does not include nursing facilities (as defined in C.R.S. § 25.5-4-103(14)) or institutions providing life care (as defined in C.R.S. § 11-49-101(6)).

(3) Group home for persons with behavioral or mental health disorders, which is a state-licensed group home for persons with behavioral or mental health disorders as defined in C.R.S. § 27-65-102, who are screened by a professional person as provided in C.R.S. § 27-65-102(27) prior to occupying the group home, and who do not include persons

determined to be not guilty by reason of insanity to a violent offense and persons who have been convicted of a felony involving a violent offense.

(4) Group home for substance use disorders, which is a state-certified Group Home serving persons protected by the provisions of the Federal Fair Housing Act living in a recovery residence.

~~Group home, developmentally disabled means a group home licensed by the State for the exclusive use of not more than eight (8) developmentally disabled persons and the appropriate staff.~~

~~Group home, elderly means an owner-occupied or nonprofit group home for the exclusive use of not more than eight (8) persons sixty (60) years of age or older and the appropriate staff.~~

~~(a) Nonprofit group home means a group home for the aged which is owned and operated by a person or organization as provided by C.R.S. Section 31-23-303.~~

~~(b) Owner-occupied group home means a group home for the aged which is owned and operated by an individual or individuals who actually reside at and maintain their primary place of residence in the group home.~~

~~Group home, mentally ill means a group home licensed by the state for the exclusive use of not more than eight (8) mentally ill persons and the appropriate staff.~~

* * *

~~Health club means a facility that provides physical fitness services and/or equipment to its members.~~

Hazardous waste disposal means a hazardous waste disposal site, as defined by C.R.S. § 25-15-200.3, as may be amended, superseded, or re-codified from time to time.

Heavy industry means industrial uses that are not specifically defined elsewhere in this Code, that can be described in one of the following three ways:

(1) Primary processing or manufacturing or repair operations not specifically defined elsewhere in this Chapter or this definition, that involve:

(a) A material risk of significant environmental contamination, explosion, or fire;

(b) Perceptible ground vibration at the property line;

(c) Excessive noise or dust emissions at the property line and downwind;

(d) Large-scale outdoor storage of inputs or products;

(e) Significant outdoor installations of processing equipment;

(f) Outside emission of objectionable odors;

(g) 12 or more round-trips by semi-trailer trucks per day; or

(2) Processing of minerals (except precious and semi-precious stone cutting for jewelry or precision instruments such as lasers or watches), ores, logs, pulpwood, or fossil fuels; or

(3) Activities that are required to undergo New Source Review under the Federal Clean Air Act, or are subject to construction or operation permits pursuant to the Colorado Stationary Sources Program or Title V of the Federal Clean Air Act.

For illustrative purposes, heavy industrial uses include (if they meet the thresholds of this definition), but are not limited to:

(1) Coal cleaning plants with thermal dryers; coke oven batteries; carbon black plants (furnace process); petroleum refineries; petroleum storage and transfer units (except retail gasoline stations); and bulk fuel dealers;

(2) Facilities used in the primary or secondary production of metals (e.g., primary zinc, copper, or lead smelters; primary aluminum ore reduction plants; iron and steel mills; sintering plants; secondary metal production plants; and blacksmith shops);

(3) Portland cement plants;

(4) Sawmills and pulp mills;

(5) Incinerators with the capacity to charge more than 250 tons of refuse per day;

(6) Lime plants; phosphate rock processing plants; sulfur recovery plants; and hydrofluoric, sulfuric, or nitric acid plants;

(7) Fossil fuel combustion (except for electricity generation) totaling more than 250 million BTUs per hour of heat input;

(8) Fabrication of motor vehicles, manufacturing equipment, durable goods, or pre-fabricated homes or home components;

(9) Drycleaner processing plants that use large quantities of PERC or comparable petrochemical solvents;

(10) Manufacture of plastic products (except assembly of parts that are manufactured elsewhere);

(11) Hot mix asphalt plants; and

(12) Meat processing involving butchering of large animal carcasses.

Heavy logistics center means a wholesaling, warehousing, or distribution use that provides a central location for receiving, storing, and distributing raw materials, semi-finished goods, or finished goods. Heavy logistics centers may be warehouses in which goods are stored (a/k/a “product warehouses”), or truck terminals in which goods are transferred between trucks or between trucks and trains or other transportation modes (a/k/a “truck terminals”), or moving warehouses (including indoor storage of portable on-demand storage containers), or wholesaling operations (but not wholesale membership clubs in which memberships are available to the general public, which are classified as “retail sales

and services”). Heavy logistics centers are expected to generate 24 or more truck round-trips per day.

Heavy motor vehicle repairs and service means:

(1) The provision of repair or service to passenger vehicles that includes work that does not qualify as “light motor vehicle repairs and service,” including but not limited to body repairs (collision centers), paint, upholstery, engine replacement or reconditioning, air conditioning replacement, tire recapping, and custom body work; and

(2) Any type of repairs to commercial vehicles or construction vehicles.

The phrase “heavy motor vehicle repairs and service” may include light motor vehicle repairs and service, as well as the installation of audio, video, and navigation systems (which, with respect to passenger vehicles, are otherwise classified as “retail sales and services”), but does not include the phrases “light industry” or “heavy industry.”

Heavy motor vehicle sales or rental means the sale or rental of commercial vehicles, recreational vehicles, boats, manufactured homes, or construction vehicles at the location where inventory is stored. The phrase “heavy motor vehicle sales or rental” includes outdoor storage of such vehicles for brokers. Not included in the definition are:

(1) Brokering of commercial or construction vehicles that are stored off-site and delivered directly to customers (an office, general use); and

(2) Indoor storage of commercial or construction vehicles for brokers who are located off-site (a light industrial or heavy logistics use).

Heliport means an area of land that is made available to the public or two or more private companies or individuals for the landing and takeoff of helicopters, which may include related buildings and facilities, such as fixed-base operators, hangars, fueling and de-icing facilities, maintenance facilities, and restaurants.

Helistop means an area of land or portion of a building or structure that is used for the landing and takeoff of helicopters for a single user (e.g., a news station, hospital, or law enforcement agency).

* * *

Hospital means an institution ~~providing health services primarily for human in-patient medical or surgical care for the sick or injured, and including related facilities such as laboratories, out-patient departments, training, and central services facilities and staff offices~~ that is licensed, certified, or approved as a “hospital” by the Colorado Department of Public Health and Environment (“CDPHE”), where sick or injured persons are given medical care and, in the course of same, may be housed overnight, fed, and provided nursing and related services. The term “hospital” also includes a free-standing emergency department.

Hospitality, Recreation, and Entertainment Uses means a category of land uses that includes bar, tavern, or nightclub, bed and breakfast, campground or RV park, commercial lodging, golf course, indoor amusement, recreation, and entertainment, indoor firing or gun range, outdoor commercial amusement, outdoor firing or gun range, outdoor stadium,

arena, amphitheater, or drive-in theater, park, active, park, passive, race track, restaurant, sexually-oriented business, and zoo.

Hotel, motel, or lodging establishment ~~means a building intended and used for occupancy as a temporary abode for individuals who are lodged with or without meals, in which there are five (5) or more guest rooms.~~ See commercial lodging.

* * *

Indoor amusement, recreation, and entertainment means a use that provides amusement and recreational activities indoors (except sexually-oriented businesses, indoor firing or gun ranges, fitness instruction or gymnasium, and bars, taverns, or nightclubs), including, but not limited to:

- (1) Arcades;
- (2) Bowling alleys;
- (3) Escape rooms;
- (4) Game arcades (e.g., video games, skee ball, and comparable amusement machines);
- (5) Indoor archery ranges;
- (6) Indoor axe throwing;
- (7) Indoor mini-golf;
- (8) Indoor playgrounds (may include conventional playground equipment, inflatables, trampolines, rock climbing walls, zip lines, and comparable equipment);
- (9) Indoor skydiving;
- (10) Indoor electric go-kart tracks;
- (11) Indoor skating rinks (ice or roller);
- (12) Laser tag;
- (13) Local area network ("LAN") gaming centers;
- (14) Ping-pong centers;
- (15) Pool / billiard rooms; and
- (16) Recreation centers.

Indoor Firing or Gun Range means an indoor area designed for the safe discharge of archery, rifles, shotguns, handguns, or any other firearm or similar device for the purpose of sport shooting or military/law enforcement training. The range may use silhouettes, skeet, trap, or other similar materials to facilitate target practice. Excluded from this use shall be general hunting and discharging of firearms on private property with the property owner's permission as prohibited by Municipal Code Section 10-224. Excluded from this use type are amusements that simulate shooting but do not involve potentially lethal projectiles (e.g., laser tag, foam darts, etc.) which are classified as "indoor amusement, recreation, or entertainment."

~~Industrial, heavy means uses engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous conditions. Heavy industrial shall also mean those uses engaged in the operation, parking, and maintenance of vehicles, cleaning of equipment, or work processes involving solvents, solid waste or sanitary waste transfer stations, recycling establishments, and transport terminals (truck terminals, public works yard). See heavy industry.~~

~~Industrial, light means uses engaged in the manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, or distribution of such products. Further, light industrial shall mean uses such as the manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, research and scientific laboratories, or the like. Light industrial shall not include uses such as mining and extracting industries, petrochemical industries, rubber refining, primary metal, or related industries. See light industry.~~

Industrial, processing, recycling, storage, and disposal uses means a category of land uses that includes composting facility, disposal, heavy industry, heavy logistics center, light industry, recycling collection center, resource extraction, minerals, resource extraction, oil and gas, salvage yard, self-storage, storage yard, and waste transfer station.

* * *

Intensive agriculture means the raising, care, or feeding livestock, where the animals are stabled, confined, fed and/or maintained a total of 45 days or more in any 12-month period, and, where crops, vegetation, forage growth, or post-harvest residues are not growing, irrigated, or sustained in the normal growing season over any portion of the lot or facility. The phrase "intensive agriculture" also includes concentrated aquatic animal production. The phrase "intensive agriculture" does not encompass (without more) cattle and sheep that are moved between winter and summer pastures, including those confined for more than 45 days due to adverse conditions, and breeding stock on property where other cattle are grazing.

* * *

~~Junkyard means an industrial use contained within a building, structure, or parcel of land, or portion thereof, used for collecting, storing, or selling wastepaper, rags, scrap metal, or discarded material, or for collecting, dismantling, storing, salvaging, or demolishing vehicles, machinery, or other material and including the sale of such material or parts thereof. Junkyard shall not include a recycling facility.~~

~~Kennel means a facility licensed to house dogs, cats, or other household pets and/or where grooming, breeding, boarding, training, or selling of animals is conducted as business.~~

Kennel, indoor means an indoor facility (with no outdoor components) in which four or more household pets of the same species are temporarily housed, groomed, bred, boarded, or trained, and may also be incidentally treated for medical conditions. The phrase "kennel,

indoor” includes for-profit facilities; as well as not-for-profit or public facilities at which abandoned or rescued animals are housed and offered for adoption.

Kennel, Outdoor means a facility in which four or more household pets of the same species are temporarily housed, groomed, bred, boarded, or trained, and may also be incidentally treated for medical conditions, which facility includes an outdoor component, such as dog runs. The phrase “kennel, outdoor” includes for-profit facilities; as well as not-for-profit or public facilities at which abandoned or rescued animals are housed and offered for adoption.***

Light Industry means a land use that involves research and development, assembly, remanufacturing, compounding, packaging, testing, or treatment of products, generally from previously prepared materials or components, with limited outside storage and limited truck traffic, external impacts, or risks, such that the use is not defined as “Heavy Industry” or “Heavy Logistics Center.” Light industry also includes wholesaling, warehousing, and distribution uses that involve fewer than 24 truck round-trips per day. The phrase “light industry” does not include the phrase “light motor vehicle repairs and service.” For illustrative purposes, light industrial uses may include:

- (1) Assembly, testing, repair, or refurbishing of products, instruments, electronics, office and computing machines, and fixtures using pre-manufactured components;
- (2) Offices of general contractors; specialty subcontractors; tradesmen; or telecommunications providers which include:
 - (a) Overhead door access to indoor storage of tools, parts, and materials;
 - (b) Parking of commercial vehicles or a fleet of cars, vans, or light trucks that are used in the business; or
 - (c) Limited outdoor storage areas;
- (3) Food production (e.g., commercial kitchen or bakery) and packaging, but not:
 - (a) Meat processing involving butchering of large animal carcasses;
 - (b) Medical marijuana-infused products manufacture; or
 - (c) Restaurants;
- (4) Beverage production (alcoholic and non-alcoholic) and bottling, except at scales that place such production within the definition of “brew pub, distillery pub, or limited winery”;
- (5) Furniture making or refinishing;
- (6) Manufacture of textiles or apparel;
- (7) Screen printing of apparel (except low volume screen printing at a retail store);
- (8) Printing and publishing, except copy centers, and except printing presses that require a Stationary Source permit or Title V permit for air emissions;

(9) Research, development, and testing laboratories (e.g., for development of products, equipment, or materials), if not classified as “office, general”, “office, medical”, or “heavy industry”;

(10) Disassembly of consumer electronics and/or appliances into component parts, where all operations and storage are within an enclosed building;

(11) Manufacture of glass products (e.g., window panes, bottles and jars), including hand-blown products;

(12) Fabrication of building materials such as countertops, drywall, and cut stone (if not classified as heavy industry);

(13) Manufacture or compounding of pharmaceutical products, dietary supplements, health and beauty products, and herbal products;

(14) Packaging of products;

(15) Storing, selling, and/or distributing merchandise for or to retailers; industrial, commercial, institutional, or professional business users; or wholesalers (but not wholesale membership clubs in which memberships are available to the general public, which are classified as “Retail Sales and Services”); or

(16) Collection, processing (bailing, compacting, flattening, grinding, shredding, crushing, mechanical sorting, or cleaning), and storage of recyclable materials (e.g., waste paper, motor oil, aluminum and other scrap metal, polystyrene foam, porcelain, batteries, electronic components, textiles, plastics, discarded clothing or shoes, cardboard, and other recyclable household materials) prior to transport to another location for reuse or recycling, provided that all collection and processing activities and materials storage are located within an enclosed building.

Light motor vehicle repairs and service means:

(1) Routine service to passenger vehicles that generally takes less than 90 minutes to complete (e.g., tire rotation and balance, brake service, oil changes, glass repair and replacement, fluid changes, etc.); and

(2) Repairs and service to motorcycles, scooters, snowmobiles, all-terrain vehicles (“ATVs”), riding lawnmowers, and other vehicles with engines of less than 1,500 cc displacement.

The phrase “light motor vehicle repairs and service” does not include the phrases “heavy motor vehicle repairs and service,” “heavy industry,” or “light industry.”

* * *

~~Limited indoor recreation facility means a place where recreation activities occur completely within an enclosed structure, including but not limited to bowling alleys, skating rinks, pool halls, video, and pinball parlors.~~

~~Limited outdoor recreation facility means a place with outdoor activities, including but not limited to miniature golf, batting cages, water slides, skateboard parks, driving ranges, and go-cart tracks.~~

Liquor store means a business that sells alcoholic beverages, including distilled spirits or hard liquor, for off-premises consumption. The phrase “liquor store” includes businesses that are licensed pursuant to C.R.S. § 12-47-401, et seq., as retail liquor stores or liquor-licensed drug stores. The phrase “liquor store” does not include a business that sells only beer or wine for off-premises consumption.

* * *

Live-work unit means a type of residential mixed-use building that combines a dwelling unit with an integrated permissible non-residential use (see definition of “residential mixed-use”) that is open to the public and principally used or operated by one or more of the residents of the dwelling unit.

* * *

~~Long-term care facility means any of the following:~~

~~(a) — Convalescent center means a health institution that is planned, organized, operated, and maintained to offer facilities and services to inpatients requiring restorative care and treatment and that is either an integral patient care unit of a general hospital or a facility physically separated from, but maintaining an affiliation with, all services in a general hospital.~~

~~(b) — Intermediate health care facility means a health-related institution planned, organized, operated, and maintained to provide facilities and services which are supportive, restorative, or preventive in nature, with related social care, to individuals who, because of a physical or mental condition, or both, require care in an institutional environment but who do not have an illness, injury, or disability for which regular medical care and twenty-four-hour-per-day nursing services are required.~~

~~(c) — Nursing care facility means a health institution planned, organized, operated, and maintained to provide facilities and health services with related social care to inpatients who require regular medical care and twenty-four-hour-per-day nursing services for illness, injury, or disability. Each patient shall be under the care of a physician licensed to practice medicine in the State. The nursing services shall be organized and maintained to provide twenty-four-hour-per-day nursing services under the direction of a registered professional nurse employed full-time.~~

* * *

Manufactured home means ~~a single-family dwelling which:~~

- ~~(a) — Is partially or entirely manufactured in a factory;~~
- ~~(b) — Is at least twenty-four (24) feet wide and thirty-six (36) feet long;~~
- ~~(c) — Is permanently affixed to and installed on an engineered permanent foundation;~~
- ~~(d) — Has a pitched or cosmetically equivalent roof, and brick or wood exterior siding; and~~
- ~~(e) — Complies with HUD or UBC standards, as applicable, or meets or exceeds equivalent requirements and performance engineering standards.~~ a building that is

transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities, and which has certification required by the United States Secretary of Housing and Urban Development and was constructed in compliance with the requirements of 42 U.S.C. § 5401, et seq., Manufactured Home Construction and Safety Standards, and the regulations of the Department of Housing and Urban Development that are promulgated thereunder. The phrase “manufactured home” does not include the phrase “recreational vehicle,” nor does it include the phrase “mobile home.”

Manufacturing means a business which makes products by hand or by machinery.

Marijuana uses means: (1) any “medical marijuana business,” as the phrase is defined in C.R.S. § 44-10-103(35), as may be amended, superseded, or re-codified from time to time; and any “retail marijuana business,” as the phrase is defined in C.R.S. § 44-10-103(58), as may be amended, superseded, or re-codified from time to time.

* * *

~~Medical and dental offices and clinics means an establishment operated by one (1) or more duly licensed members of the human health care professions, including but not limited to physicians, dentists, chiropractors, psychiatrists, and osteopaths, where patients are not lodged overnight but are admitted for examination and/or treatment.~~ See office, medical.

* * *

~~Meeting place and place for public assembly means a hall, auditorium, or other suitable room used for the purpose of conducting meetings of the membership and guests of the owner of such structure. The same shall not include commercial endeavors such as commercial movie picture houses, stage productions, or the like.~~ See place of assembly.

~~Membership club means an association of persons, whether incorporated or unincorporated, for some common purpose, excluding groups organized primarily to render a service carried on as a business, a not-for-profit club, and churches or places of worship or assembly.~~

* * *

~~Mini-storage warehouse means a building or a group of buildings containing separate, individual self-storage units divided from the floor to ceiling by a wall with an independent entrance from the exterior of the building, designed to be rented or leased to the general public for private storage of personal goods, materials, and equipment.~~ See self-storage.

* * *

~~Mobile home means a single-family dwelling unit partially or entirely manufactured in a factory, built on a permanent chassis, and designed to be transported on streets to the place where it is to be occupied as a dwelling unit. A mobile home shall conform to the following design and installation standards:~~

~~(a) —Is at least twenty-four (24) feet wide and thirty-six (36) feet long;~~

~~(b) — Is permanently affixed to and installed on an engineered, permanent perimeter foundation;~~

~~(c) — Has a pitched or cosmetically equivalent roof and brick or wood exterior siding; and~~

~~(d) — Complies with HUD or UBC standards, as applicable, or meets or exceeds equivalent requirements and performance engineering standards.~~ a dwelling that is built on a chassis designed for long-term residential occupancy, that is capable of being installed in a permanent or semi-permanent location, with or without a permanent foundation, and with major appliances and plumbing, gas, and electrical systems installed but needing the appropriate connections to make them operable, and that may be occasionally drawn over the public highways, by special permit, as a unit or in sections to its permanent or semi-permanent location. Mobile homes are different from manufactured homes in that they were either constructed before the adoption of 42 U.S.C. § 5401, et seq., Manufactured Home Construction and Safety Standards, or are otherwise not in compliance with said federal law and its implementing regulations. The phrase “mobile home” does not include the phrase “recreational vehicle.”

* * *

Motorcycle, scooter, or ATV sales or rental means the sale or rental of motorcycles, scooters, snowmobiles, or ATVs at the location where inventory is stored. The phrase “motorcycle, scooter, or ATV sales or rental” includes outdoor storage of motorcycles, scooters, snowmobiles, or ATVs for off-site brokers. The phrase does not include:

(1) — Brokering of motorcycles, scooters, snowmobiles, or ATVs that are stored off-site and delivered directly to customers (a general office use); or

(2) — Indoor storage of motorcycles, scooters, snowmobiles, and ATVs for brokers who are located off-site (a light industrial or heavy logistics use, depending upon the volume of sales).

Motor vehicle and transportation uses means a category of land uses that includes fueling, fast-charging, or service station, truck stop, heliport, helistop, motor vehicle wash, surface parking, structured parking, passenger motor vehicle sales or rental, heavy motor vehicle sales or rental, motorcycle, scooter, or ATV sales or rental, and bus or taxi terminal, on-demand transportation dispatch, and RV storage.

Motor vehicle wash means any area or business using self-service, in-bay automatic, or conveyor equipment for cleaning and washing motor vehicles, whether as a part of another business operation (e.g., as an accessory use to fueling, fast-charging, or service station), or as a stand-alone operation, of any type, on a commercial basis.

* * *

Multifamily means a building that is comprised of three or more dwelling units, sharing common vertical walls or horizontal floors and ceilings, that is not otherwise defined as a townhome or a multiplex (e.g., residences commonly referred to as apartments, garden apartments, apartment buildings, or condominiums).

Multiple-family dwelling ~~means a dwelling containing three (3) or more dwelling units, including what is commonly known as an apartment building, but not including group, row or townhouses, or hotels, motels, condominiums, fraternity and sorority houses, and similar group accommodations.~~ See multifamily.

Multiplex means a building that is comprised of three to five dwelling units, which is architecturally designed to resemble a large single-family detached building (i.e., the boundaries of the individual dwelling units are not easily discernible from outside of the building, garage doors are screened from view, and entry doors are arranged so that when viewed from the adjacent street, there appears to be only one principal entrance to the building).

* * *

Nightclub ~~means a bar or tavern containing more than one hundred (100) square feet of dance floor area.~~ See bar, tavern, or nightclub.

* * *

Nursing home, memory care, Alzheimer's care means a State-licensed residential facility that is regulated as a skilled nursing facility (as defined in C.R.S. § 26-4-103(11)), which provides meals, assistance with daily activities, such as dressing, grooming, and bathing, and medical care for persons who are temporarily or permanently unable to care for themselves. The phrase "nursing home, memory care, Alzheimer's care" does not include "group home for the elderly."

Office, general means buildings from which professional, administrative, financial, clerical, brokering, real estate, and limited technical services are provided. The phrase includes, but is not limited to, the following types of businesses:

- (1) Accounting, auditing and bookkeeping;
- (2) Advertising and graphic design (except mailing services, which are "business services");
- (3) Architectural, engineering, and surveying services;
- (4) Attorneys and court reporters;
- (5) Banks, savings and loans, credit agencies, and investment companies;
- (6) Brokering of motor vehicles, commodities, and other items where the thing brokered is not stored on-site for any length of time;
- (7) Business incubators (unless the businesses being incubated are classified as another type of use, such as light industry);
- (8) Computer programming and data recovery services;
- (9) Corporate headquarters;
- (10) Data processing and word processing services;
- (11) Detective agencies;
- (12) Government offices;

- (13) Insurance;
- (14) Interior design;
- (15) Real estate sales and off-site rental offices;
- (16) Research and development (not including on-site manufacturing or fabrication, and not including marijuana uses);
- (17) Retail catalog, internet, and telephone order processing, but not warehousing; and
- (18) Virtual office services.

Office, medical means office space used for the examination or treatment of patients on an outpatient basis (with no overnight stays by patients), generally by appointment, including:

- (1) Chiropractors, licensed massage therapists, occupational therapists, physical therapists, and acupuncturists;
- (2) Dentists, orthodontists, and oral surgeons;
- (3) Medical lab testing facilities;
- (4) Medical doctors (physicians, pediatricians, obstetricians, gynecologists, radiologists, geriatricians, surgeons, podiatrists, osteopaths, ophthalmologists, anesthesiologists, etc.);
- (5) Medical imaging centers;
- (6) Midwives;
- (7) Nutritionists, Ayurveda medicine practitioners, traditional Chinese medicine practitioners, homeopaths;
- (8) Optometrists;
- (9) Speech therapists;
- (10) Outpatient surgery centers;
- (11) Psychiatrists, clinical psychologists, clinical social workers, hypnotherapists, and marriage and family therapists;
- (12) Psychiatrists, physiotherapists, orthotics, prosthetics, recreational therapists, audiologists, respiratory therapists, rehabilitation counselors, prosthetic technicians, and personal care assistants; and
- (13) Other comparable health care professionals.

* * *

~~Oil and gas operation means any structure, facility, or activity which is constructed on or disturbs land in association with oil or gas drilling, production, or waste treatment and disposal, including but not necessarily limited to wells, tanks or tank batteries, pits, access roads for ingress and egress, and pipelines.~~ See mineral extraction, oil and gas.

* * *

Other wireless communications facilities means:

(1) Wireless Communications facilities that are mounted on a base station; including but not limited to those wireless communications facilities attached to a roof or a wall; or

(2) Modification of an existing wireless communications tower or base station that involves:

(a) Collocation of new transmission equipment;

(b) Removal of transmission equipment; or

(c) Replacement of transmission equipment.

Outdoor commercial amusement means uses that provide commercial amusement outdoors, including but not limited to:

(1) Amusement parks or theme parks;

(2) Batting cages;

(3) Bumper boats;

(4) Go-Kart tracks;

(5) Golf driving ranges;

(6) Miniature golf establishments;

(7) Outdoor paintball courses; and

(8) Water slides and wave pools.

The phrase “outdoor commercial amusement” does not include the phrases “outdoor firing or gun range”, “golf course”, “outdoor stadium, arena, amphitheater, or drive-in theater” or “race track”, or the term “zoo”.

* * *

Outdoor firing or gun range means the use of land designed for the safe discharge of archery, rifles, shotguns, handguns, or any other firearm or similar device for the purpose of sport shooting or military/law enforcement training. The range may use silhouettes, skeet, trap, or other similar materials to facilitate target practice. Excluded from this use shall be general hunting and discharging of firearms on private property with the property owner’s permission as prohibited by Municipal Code Section 10-224. Excluded from this use type are amusements that do not involve potentially lethal projectiles (e.g., paintball) which are classified as “outdoor commercial amusement.”

Outdoor stadium, arena, amphitheater, or drive-in theater means:

(1) Outdoor stadium or arena, which is an outdoor area surrounded by tiered rows of seats or benches, designed for the viewing of live sporting events, rodeos, equestrian events, livestock exhibitions, concerts, or other organized entertainment.

(2) Amphitheater, which is an outdoor stage (covered or uncovered) designed for live performances and / or the display of films, that faces a lawn or hardscaped area used for temporary or permanent seating.

(3) Drive-in theater means an area of land that includes one or more large outdoor screens or other structure for the display of motion pictures and an area for parking automobiles from which the motion pictures are viewed.

* * *

Overhead power lines (110 kV or more) means high voltage (110 kilovolts or more) power lines that are used to transmit electricity over long distances.

* * *

Park means an area open to the general public and reserved for recreational, educational, or scenic purposes. Parks are classified as “active” or “passive”. See park, active and park, passive.

Park, active means an area of land that provides for active outdoor recreation opportunities for the public (open to the community) or residents of a subdivision or development, which are generally not commercial in nature. The phrase “park, active” includes areas for active recreational activities including, but not limited to:

(1) Skate parks;

(2) Sports fields and play courts (e.g., tennis courts, basketball courts, pickleball courts, and outdoor racquetball or squash courts);

(3) Outdoor swimming pools and splash parks.

Park, Passive means an area of land that provides passive outdoor recreation opportunities for the public (open to the community) or residents of a subdivision or development, which are generally not commercial in nature. The phrase “park, passive” includes areas for passive recreational activities including, but not limited to:

(1) Jogging, cycling, tot-lots, fitness trails, and playgrounds;

(2) Arboretums, wildlife sanctuaries, forests, and other natural areas which may be used for walking or hiking; or

(3) Other passive recreation-oriented parks, including picnic areas.

Parking garage ~~means an off-street parking area within a building.~~ See structured parking.

Parking lot ~~means an off-street parking area or vehicular use area.~~ See surface parking.

Passenger motor vehicle sales or rental means the sale or rental of passenger vehicles at the location where inventory is stored. The phrase “passenger motor vehicle sales or rental” includes outdoor storage of passenger vehicles for brokers. Not included in the definition are:

(1) Brokering of passenger vehicles which that are stored off-site and delivered directly to customers (a general office use);

(2) Indoor storage of passenger vehicles for brokers who are located off-site (a light industrial or heavy logistics use, depending upon the volume of sales); and

(3) Passenger motor vehicle rental locations that have not more than five rental vehicles stored on-site at any one time (a retail sales and services use).

Pawnbroker means a business that is regulated by C.R.S. § 29-11.9-101, et seq., that:

(1) Regularly contracts to advance money to customers on the delivery of tangible personal property by the customer on the condition that the customer, for a fixed price and within a fixed period of time, has the option to cancel the contract; or

(2) Purchases tangible personal property that has not previously been sold at retail in the course of its business of reselling tangible personal property.

* * *

~~Personal and business service shops means shops primarily engaged in providing services generally involving the care of the person or such person's apparel or rendering services to business establishments, such as laundry or dry-cleaning retail outlets, portrait/photographic studios, beauty or barber shops, employment service, or mailing and copy shops excluding publishing and engraving.~~

Personal services means a business that is engaged in the provision of informational, instructional, personal improvement, personal care, or similar services within an enclosed building, including but not limited to:

(1) Art, music, and computer programming instruction;

(2) Beauty and barber shops;

(3) Cooking instruction;

(4) Driving schools;

(5) Handicraft or hobby instruction;

(6) Laundry and dry-cleaning retail outlets;

(7) Portrait shops or photography studios;

(8) Shoe repair; or

(9) Tailor/alterations shops.

* * *

Photovoltaic arrays (2 MW or more) means a photovoltaic generation facility with a nameplate capacity of 2 MW or more that is a principal use of land. Photovoltaic arrays that have a nameplate capacity of less than 2 MW are classified as "Utilities, minor". Photovoltaic arrays that are installed on rooftops or over parking lots are not regulated as principal uses.

* * *

Place of assembly means a building, portion of a building, or property in which people assemble for civic, educational, religious, social, or cultural purposes. This use includes

facilities used for worship and accessory celebratory events; meeting halls; event centers; fraternal organizations; outdoor assembly areas; and private clubs.

* * *

Planning Director means the person designated by the Town Manager to administer the provisions of this Code.

* * *

~~Principal building entrance means a primary point of public pedestrian access into a building. The phrase “principal building entrance” does not include doors used principally as emergency exits, or doors that provide restricted access (e.g., for employees or deliveries).~~ See principal entrance.

Principal entrance means a door that provides a primary point of public pedestrian access into a building. The phrase “principal building entrance” does not include doors used principally as emergency exits, or with regards to premises that are open to the public, doors that provide restricted access (e.g., for employees or deliveries).

* * *

Prison or jail means a facility for the judicially required detention or incarceration of people, where inmates and detainees are under 24-hour supervision by professionals, except when on approved leave. The facility may also be established in conjunction with a law enforcement or public safety building, established for the temporary detention of adult or juvenile persons while being processed for arrest or detention by law enforcement.

* * *

~~Professional office means an office for professionals such as physicians, dentists, lawyers, architects, engineers, artists, musicians, designers, teachers, accountants, and others who through training are qualified to perform services of a professional nature and where no storage or sale of merchandise exists, except as accessory to the professional services.~~ See office, general.

* * *

Protective care means a licensed homeless youth shelter as defined in C.R.S. § 26-6-102(17), a day treatment center as defined in C.R.S. § 26-6-102(10), a secure residential treatment center as defined in C.R.S. § 26-6-102(35), an acute treatment unit as defined in 2 CCR § 502-1, substance use disorder treatment facilities that provide ASAM Level III residential services as such services are defined in 2 CCR § 502-1 (e.g., non-hospital residential detoxification units), residential child care facilities that are designated to provide mental health services (see § 7.701.2.G., 12 CCR § 2509-8), psychiatric residential treatment facilities, and comparable facilities.

* * *

Race track means a commercial facility consisting of a track, either paved or unpaved, which is used primarily for the sport of racing motor vehicles (cars, motorcycles, or all-terrain vehicles, but not go-karts). A racetrack may include seating, concession areas, restaurants, sky boxes, parking facilities, maintenance facilities, accessory offices, garages,

and accessory retail facilities. The phrase “race track” includes any facility used for driving automobiles under simulated racing or driving conditions (test tracks, “shakedown” tracks, or other similar facilities), regardless of whether they include seating, concession areas, or retail facilities for the general public.

* * *

Recording or TV Studio means a facility for the recording and production of audio or video material, such as the recording of music, voice, video, for live broadcast or post-production.

Recreational vehicle (“RV”) means a vehicle that is:

- (1) Built on a single chassis;
 - (2) 400 square feet or less when measured at the largest horizontal projections;
 - (3) Designed to be self-propelled or permanently towable by a light duty truck;
- and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~Recreational~~The phrase “recreational vehicle” also includes (RV) meansany vehicle ~~that~~which may be used for recreation or personal purposes, ~~including and shall include~~, but not be limited to, a boat, motor home, camper trailer, detached camper or detached trailer of any design, whether commercially manufactured or homemade, ~~but not including a manufactured home or mobile home.~~ ~~Recreational~~The phrase “recreational vehicle” includes any trailer used to transport any recreational vehicle(s). Additionally, the following shall be considered aFor illustrative purposes, the phrase “recreational vehicle” includes:

(1a) Camping trailer or tent trailer, which means a folding structure, constructed of canvas, plastic, or similar water repellent material, designed to be mounted on wheels and designed for travel and recreation.

(2b) Motorized camper, motor home, recreational conversion van or bus, which means a recreational vehicle consisting of a portable, temporary dwelling to be used for travel, recreation, and vacation uses, and constructed as an integral part of a self-propelled vehicle.

(3e) Pick-up camper, which means a vehicle designed to be mounted on or loaded into a pick-up truck chassis for use as a temporary dwelling for travel and recreation.

~~(d) — Tent means a portable or temporary cover or shelter, with or without side panels, which is supported by poles and is made of canvas, plastic, or similar materials.~~

(4e) Travel trailer, which means a towed vehicle designed as a temporary dwelling for travel and recreation.

(5f) Travel trailer, self-contained, which means a trailer which can operate independently of connections to sewer, water, and electric systems. It contains a water-flushed toilet, lavatory, shower or bath, and kitchen sink, all of which are connected to water storage and sewage holding tanks located within the trailer.

Recreational vehicle park ~~means a parcel of land specifically developed for locating only recreational vehicles on lots on a short-term basis.~~ See campground or RV park.

Recreational vehicle storage ~~facility~~ means a parcel of land specifically developed for ~~locating, storing, displaying, or selling~~ privately-owned recreational vehicles in exchange for compensation, whether such storage is outdoors, covered, or indoors.

* * *

Recycling collection center means a location for the collection of recyclable materials (e.g., waste paper, motor oil, aluminum and other scrap metal, polystyrene foam, porcelain, batteries, electronic components, textiles, plastics, discarded clothing or shoes, cardboard, and other recyclable household materials), for processing (bailing, compacting, flattening, grinding, shredding, crushing, mechanical sorting, or cleaning) and storage prior transport to another location for reuse or recycling, where some or all processing and storage activities are located outside of a building. Such a facility, if entirely enclosed within a building or buildings, shall be considered "light industry." The phrase "recycling collection center" does not include the phrase "salvage yard."

Recycling facility ~~means a building used for the collection and/or processing of recyclable material. Processing shall mean the preparation of material for efficient shipment by such means as baling, compacting, flattening, grinding, crushing, mechanical sorting, or cleaning. Such a facility, if entirely enclosed within a building or buildings, shall be considered a warehouse.~~ See recycling collection center.

* * *

Research laboratories ~~means a building or group of buildings in which are located facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products except as incidental to the main purpose of the laboratory.~~ See office, general or office, medical, as applicable.

Residential forms means a category of residential land uses that includes single-family detached, duplex, townhome, multiplex, multifamily, and manufactured home.

Residential mixed-use means a building that contains a residential use and one or more hospitality, recreation and entertainment uses, general commercial uses, community, civic, educational, and institutional uses, or workshop and custom small industry uses that are open to the public, provided that such uses are permissible in the underlying zoning district. The phrase "residential mixed-use" includes the phrase "live-work unit," but also includes buildings in which the dwelling units are separated from the non-residential uses. Multifamily uses are not classified as "residential mixed-use" if they include an on-site leasing office, or if they provide recreational, leisure, or business center amenities that are available only for the use of residents of the multifamily use and their guests. However, multifamily uses that provide support services for residents that are not typical within the multifamily housing market, such as schools, day care facilities, job training, or similar functions, are classified as "residential mixed-use."

~~Resource extraction, processes, and sales means removal or recovery by any means whatsoever of sand, gravel, soil, rock, minerals, mineral substances, or organic substances other than vegetation, from water or land on or beneath the surface thereof, exposed or~~

~~submerged. The term shall also apply to any processing or reprocessing, packaging, or sale of renewable energy through passive or active means, including but not limited to solar, wind, and hydro-turbine power generation, processing or storage.~~

Resource extraction, minerals means the extraction of coal or other mineral resources (including sand and gravel, but not oil and gas) from the land (surface or subsurface). The phrase “resource extraction, minerals” does not include cut and fill operations within a property, construction or maintenance of canals or reservoirs, or the removal and transportation of fill from one property to another as part of an approved development plan, provided that both properties are controlled by the same landowner

Resource extraction, oil and gas means any structure, facility, or activity which is constructed on or disturbs land in association with oil or gas drilling, production, or waste treatment and disposal, including but not necessarily limited to wells, tanks or tank batteries, pits, access roads for ingress and egress, and pipelines.

Restaurant means an establishment in which the principal business is the sale of food and beverages that are prepared for customers and served in a ready-to-consume state. A restaurant may include indoor and / or outdoor dining areas, and drive-up, drive-in, or drive-through facilities. Restaurants may also provide live entertainment for customers seated at indoor dining tables. Fermented malt beverages, and/or malt, special malt, or vinous and spirituous liquors may be produced and sold on the premises as provided in applicable alcohol beverage licenses. The term “restaurant” does not include the phrase “bar, tavern, or nightclub” (although they can be co-located as zoning may allow), and does not include the phrase “adult-oriented use.”

~~Restaurant, drive-in or drive-through means any establishment in which the principal business is the sale of foods and beverages to the customer in a ready-to-consume state and in which the design or principal method of operation of all or any portion of the business is to allow food or beverages to be served directly to the customer in a motor vehicle without the need for the customer to exit the motor vehicle. See restaurant.~~

~~Restaurant, fast food means any establishment in which the principal business is the sale of food and beverages to the customer in a ready-to-consume state, and in which the design or principal method of operation includes the following characteristics:~~

- ~~(a) Food and beverages are usually served in paper, plastic or other disposable containers;~~
- ~~(b) The consumption of food and beverages is encouraged or permitted within the restaurant building, within a motor vehicle parked upon the premises or at other facilities on the premises outside the restaurant building, or for carry-out; and~~
- ~~(c) Drive-through facilities are allowed, subject to review of traffic patterns, vehicle stacking areas, and entrance and exit locations. See restaurant.~~

~~Restaurant, standard means any establishment in which the principal business is the sale of food and beverages to customers in a ready-to-consume state; where fermented malt beverages and/or malt, special malt or vinous and spirituous liquors may be produced on the premises as an accessory use; and where the design or principal method of operation includes one (1) or both of the following characteristics:~~

~~(a) Customers are served their food and/or beverages by a restaurant employee at the same table or counter at which the items are consumed; or~~

~~(b) Customers are served their food and/or beverages by means of a cafeteria-type operation where the food or beverages are consumed within the restaurant building.~~

~~Also see definitions and regulations for brewpubs, microbreweries, microdistilleries, microwineries, breweries, wineries, and distilleries. [See restaurant.](#)~~

* * *

~~Retail establishment, large means a retail establishment, or any combination of retail establishments in a single building, occupying more than twenty-five thousand (25,000) gross square feet of floor area, devoted to the sale or rental of goods, including stocking, to the general public for personal or household consumption or to services incidental to the sale or rental of such goods, except that no supermarket shall be deemed to be a large retail establishment.~~

~~Retail establishment, small means an establishment, or any combination of retail establishments in a single building, occupying twenty-five thousand (25,000) or less gross square feet of floor area devoted to the sale or rental of goods, including stocking, to the general public for personal or household consumption or to services incidental to the sale or rental of such goods.~~

Retail sales and services means a use involving the sale, lease, or rental of consumer, home, and business goods and small equipment to consumers. Such uses include but are not limited to department stores, furniture stores, clothing stores, second-hand stores, thrift shops, consignment stores, and establishments providing the following products or services: antiques, appliances, art, art supplies, beauty supplies, bedding and mattresses, bicycles, books, building supplies, magazines and newspapers, craft supplies, copies and copiers, costumes, dry goods, electronics, fabric, framing, games, garden supplies, gifts, groceries, hardware, head shops, home improvement goods, household products, jewelry, lumber, music, musical instruments, office supplies, party supplies, pets and pet supplies, pharmaceuticals, phones, photography equipment, produce, sporting goods, stationary, temporary signs, toys, and videos; and new automotive parts and accessories. The phrase also includes services such as charitable donation collection centers, coin laundries, installation of electronics (e.g., audio systems and navigation systems) into motor vehicles, passenger motor vehicle rentals and pickup trucks provided that not more than five rental vehicles are stored on-site at any time, picture framing, real estate offices that are open for walk-in traffic; repairs of products sold by the establishment (e.g., a computer store may also repair computers), repairs of consumer electronics, tattoo parlors, and comparable services.

The phrase “retail sales and services” does not include uses that are classified or defined more specifically in this Code, including but not limited to restaurants (all types); sexually-oriented businesses; retail marijuana uses; pawnbrokers, convenience lending, and liquor store. retail sales and services uses are generally conducted indoors.

* * *

Salvage yard means any establishment that is maintained, used, or operated for storing, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts. Salvage yards are also referred to by Colorado law as “automobile graveyards.” See C.R.S. § 43-1-502.

* * *

School, elementary or middle means a school that provides general full-time educational curriculum for two or more grades from Kindergarten through eight.

School, high means a school that provides general full-time educational curriculum for grades nine through 12.

School, vocational or trade means an educational facility that primarily teaches skills that directly prepare students for jobs in a trade or profession, resulting in a certificate, diploma, or degree awarded upon the student’s completion of the curriculum. Examples include, but are not limited to, art schools, business colleges, trade schools, massage schools, and beauty schools.

* * *

Self-storage means a facility that provides individual storage compartments within a building for household or commercial goods. Storage spaces may be accessed from interior hallways or individual outside doors or overhead doors. A self-storage use may include a single dwelling unit for one or more persons employed by and residing at the self-storage facility for the purpose of on-site management and security.

* * *

~~Shooting range means an area or structure specially designed for the safe discharge of archery, rifles, shotguns, handguns, or any other firearm or similar device for the purpose of sport shooting or military/law enforcement training. The range may use silhouettes, skeet, trap, or other similar materials to facilitate target practice. Excluded from this use shall be general hunting and discharging of firearms on private property with the property owner’s permission as prohibited by Municipal Code Section 10-224. See indoor firing or gun range or outdoor firing or gun range, as applicable.~~

~~Shooting range, indoor means an indoor area designed for the safe discharge of archery, rifles, shotguns, handguns, or any other firearm or similar device for the purpose of sport shooting or military/law enforcement training. The range may use silhouettes, skeet, trap, or other similar materials to facilitate target practice. Excluded from this use shall be general hunting and discharging of firearms on private property with the property owner’s permission as prohibited by Municipal Code Section 10-224. See indoor firing or gun range.~~

~~Shooting range, outdoor means the use of land designed for the safe discharge of archery, rifles, shotguns, handguns, or any other firearm or similar device for the purpose of sport shooting or military/law enforcement training. The range may use silhouettes, skeet, trap, or other similar materials to facilitate target practice. Excluded from this use shall be general hunting and discharging of firearms on private property with the property owner’s permission as prohibited by Municipal Code Section 10-224. See outdoor firing or gun range.~~

* * *

Single-family detached means a building that serves as a single dwelling unit, which is typically located on a privately-owned lot with private yards on each side of the building. Single-family detached buildings may also be located on property that is subject to a condominium declaration, such that the building is surrounded by limited common elements for use by residents of the single-family detached residence, which serves essentially the same purpose as a private yard.

Small cell wireless facility means a wireless communications facility where each antenna is located inside an enclosure of no more than three ~~(3)~~ cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three ~~(3)~~ cubic feet; and primary equipment enclosures are not larger than ~~seventeen~~ (17) cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation box, ground-based enclosure, backup power systems, grounding equipment, power transfer switch, and cut-off switch.

* * *

Special residential uses means a category of land uses that includes assisted living or congregate care, group home, residential mixed-use, nursing home, memory care, Alzheimer's care, and protective care.

~~Special school means places of education for all types of activities including martial arts, dance, instruction to play a musical instrument, or other similar personal skill instruction.~~

* * *

Specified anatomical areas means:

(1) Less than completely and opaquely covered: human genitals, pubic region, buttocks and female breast below a point above the top of the areola; or

(2) Human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified sexual activities means acts, simulated acts, exhibitions, representations, depictions or descriptions of:

(1) Human genitals in a state of sexual stimulation or arousal;

(2) Fondling or other erotic touching of human genitals, pubic region, buttocks or female breast;

(3) Intrusion, however slight, of any object, any part of an animal's body, or any part of a person's body into the genital or anal openings of any person's body or into the body of an animal;

(4) Cunnilingus, fellatio, anilingus, masturbation, bestiality, lewd exhibition of genitals, or excretory function; or

(5) Flagellation, mutilation, or torture for purposes of sexual arousal, gratification or abuse.

* * *

Stage means a raised floor or platform at least 3 feet above the surrounding floor measured perpendicularly from the edge of the stage to the surrounding floor and at least 36 square feet in area.

* * *

Storage yard means a location for outdoor storage of operable equipment and materials for off-site processing, construction projects, or right-of-way maintenance; and / or operable recreational vehicles, boats, trucks, commercial vehicles, or passenger vehicles. A storage yard may include an accessory office and a dwelling unit for one or more persons employed by and residing at the storage yard for the purpose of on-site management and security. The phrase “storage yard” does not include the phrase “salvage yard” and does not include outdoor storage that is accessory to another principal use.

* * *

Structured parking means a structure that is composed of one or more above-ground or below-ground levels that are used for the parking of passenger motor vehicles. Structured parking may be totally below grade (underground structured parking); or partially or totally above grade (above-ground structured parking); and may be separate from or integrated into a building that is used for other purposes. Structured parking includes parking lifts. Structured parking is the principal use of land if it is not related to a specific land use on the same parcel. Structured parking uses may include electric vehicle charging stations as an accessory use.

* * *

~~Supermarket means a retail establishment primarily selling food, as well as other convenience and household goods, which occupies a space of not less than twenty-five thousand one (25,001) square feet.~~ See retail sales and services.

Surface parking means an area of land that is designated for the parking of passenger motor vehicles in parking spaces, the related parking aisles, the landscaped areas that are surrounded by parking spaces and parking aisles, and the landscaped areas at the corners of the paved areas insofar as their inclusion in the surface parking area gives it a regular shape. Surface parking uses may include electric vehicle charging stations as an accessory use. The phrase “surface parking” does not include driveways on individual residential lots, nor does it include individual garages or carports. Surface parking is a principal use of property if it is not related to a specific land use on the same parcel.

* * *

~~Tavern means an establishment providing or dispensing fermented malt beverages and/or malt, special malt, vinous, or spirituous liquors and in which the sale of food products such as sandwiches or light snacks is secondary.~~ See bar, tavern, or nightclub.

* * *

Townhome means a building that is comprised of three or more dwelling units, in which the dwelling units are separated by a shared wall with no penetrations, and each unit has a separate principal entrance.

* * *

Truck stop means an establishment engaged primarily in the fueling or charging of tractor trucks or similar commercial vehicles, and may also include facilities for parking, servicing, or repair, ~~or parking~~ of tractor trucks or similar ~~heavy~~-commercial vehicles (but not body repairs (collision centers), paint, upholstery, engine replacement or reconditioning, air conditioning replacement, tire recapping, or custom body work), ~~including and~~ the sale of accessories and equipment for such vehicles. A truck stop may ~~also~~ include overnight accommodations, showers, or restaurant facilities primarily for the use of truck crews. The phrase “truck stop” does not include the phrase “fueling, fast-charging, or service station.”

* * *

University or college means an educational institution that is authorized by the State of Colorado or other nationally recognized accrediting entity to award associates’ or higher degrees.

Utilities, major means generating plants (except nuclear and photovoltaic), electrical switching stations, electrical transmission substations, water or wastewater treatment plants, or and other comparable infrastructure. The phrase “major utilities” does not include utility or communications uses that are more specifically defined as utility, minor or essential utilities.

Utilities, minor means water booster stations, wastewater lift stations, electrical distribution substations, gas regulator substations, battery energy storage systems with a capacity less than 150 MWh, and other comparable infrastructure used in the provision or distribution of utility service.

Utility uses means a category of land uses that includes battery energy storage system, data center, overhead power lines (110 kV or more), photovoltaic arrays (2 MW or more), utilities, minor, and utilities, major.

* * *

Veterinary facilities, small animal clinic means any facility maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases wherein the animals are limited to dogs, cats, or other comparable household pets and wherein the overnight care of said animals is ~~prohibited except when~~ limited to cases in which overnight care is necessary in the medical treatment of the animal.

Veterinary facilities, large animal clinic means any facility maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases wherein the animals are not limited to dogs, cats, or other comparable household pets (any may include by way of illustration and not limitation horses, cows, bison, elk, deer, llamas, alpacas, sheep, goats, chickens, turkeys, ducks, and pigs), and wherein the overnight care of said animals is ~~prohibited except when~~ limited to cases in which overnight care is necessary

in the medical treatment of the animal. A veterinary facilities, large animal clinic use may include a wildlife rehabilitation use.

~~Veterinary hospital means any facility which is maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases.~~

Veterinary and Domestic Animal Uses means a category of land uses that includes commercial equestrian facilities, kennel, indoor, kennel, outdoor, veterinary facilities, large animal clinic, veterinary facilities, small animal clinic, and wildlife rehabilitation.

* * *

~~Warehouse and distribution means a use engaged in storage, wholesale, and distribution of manufactured products, supplies, or equipment, including accessory offices or showrooms, including incidental retail sales, but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.~~

~~Warehousing means a business which stores or stocks merchandise or commodities.~~

Waste transfer station means the use of land or a facility, regardless of name or title, to unload solid waste from vehicles, and, with or without intermediate processing (bailing, compacting, flattening, grinding, shredding, crushing, mechanical sorting, or cleaning) subsequently re-load the waste onto other vehicles for delivery to another waste transfer station, storage site, or disposal site. in addition to transferring solid waste, a waste transfer station may also include a recycling collection center and / or light industrial uses related to recycling.

Wildlife rehabilitation means a premises used for wildlife rehabilitation by the holder of a Wildlife Rehabilitator License or Provisional Wildlife Rehabilitator license issued by the State of Colorado pursuant to 2 CCR § 406-14.

* * *

~~Winery shall mean an industrial use with appropriate state liquor licensing that is primarily a manufacturing facility that produces more than one hundred thousand (100,000) gallons per year of vinous beverages on site. Wineries may, but are not required to, include a tasting room in which guests/customers may sample and/or purchase the product as with bar, tavern and restaurant uses with appropriate liquor licensing. See light industry.~~

* * *

Wireless telecommunications uses means a category of land uses that includes freestanding communications tower, alternative tower structure, small cell wireless facility, and other wireless communications facilities.

* * *

Workshop and custom small industry means a ~~facility~~light industrial use wherein goods are produced or repaired by hand, using hand tools or small-scale equipment, including small

engine repair, furniture making and restoring, upholstering, restoration of antiques and other art objects, or other similar uses.

* * *

Zoo means a place where live animals are confined and exhibited to the public. The animals may also be studied, given medical treatment, and bred. The term “zoo” does not include the phrases “park, passive” or “commercial agriculture”, retail sales and service uses that sell live animals, or any of the uses listed under the heading veterinary and domestic animal uses.

Section 2. Sec. 3.4, Matrix of Permitted, Conditional, and Special Uses by Zoning District – Use-Specific Standards, Town of Frederick Land Use Code, is repealed and replaced in its entirety with the following:

Sec. 3.4. Permitted, Conditional, Special, and Limited Uses by Zoning District; Use-Specific Standards; Residential Protection Standards; Accessory Use and Structure Standards (including ADUs and Home Occupations)

1. *Interpretation of Use Tables; Multiple Uses of a Lot.*
 - a. *Generally.* The tables set out in this Section (“Use Tables”) describe which land uses are allowed (“A”), allowed if certain conditions are met (and in some cases, after posted no-tice and comment) (“S”), allowed after notice and comment if certain conditions are met (“L”), allowed after public hearing if certain conditions are met (“C”), and not allowed (“-”) in each zoning district.
 - b. *Legend.* The following symbols are used in the matrices in this Division:
 - i. “P” means “allowed.” Allowed uses are subject to administrative review for compliance with the general requirements of this Code, which include the standards set out in subsections 12 through 23, inclusive of this section, as may be applicable.
 - ii. “L” means “limited use.” Limited uses are subject to administrative review for compliance with use-specific standards, and for compliance with the general requirements of this Code, which include the standards set out in subsections 2 through 11 of this section, inclusive, as may be applicable.
 - iii. “S” means “special use.” Special uses are subject to administrative review for compliance with use-specific standards, and for compliance with general standards for all limited uses, and the general requirements of this Code, which include the standards set out in subsections 2 through 11 of this section, inclusive, as may be applicable. Special uses do not require a public hearing, but have additional notice and public comment requirements compared to limited uses. Special uses are not “as-of-right” uses.

- iv. “C” means “conditional use.” Conditional uses are subject to public hearing review for compliance with use-specific standards, general standards for all conditional uses, and the general requirements of this Code, which include the standards set out in subsections 2 through 11 of this section, inclusive, as may be applicable. Conditional uses are not “as-of-right” uses.
- v. “-” means that the use is not allowed in the specified district.

c. *Use-Specific Standards.*

- i. “Use-specific standards” are those standards that apply to individual limited or conditional uses (not to permitted uses), as set out in subsections 2.b. and c., 3.b., 4.b., 5.b., 6.b., 7.b., 8.b., 9.b., 10.b., and 11.b.. For the purposes of applying use-specific standards, the phrase “all zoning districts” means all zoning districts where the use is designated as a limited use or a conditional use.
 - ii. Use-specific use standards in this Section are applied in addition to the general criteria that are applicable to all uses and to the general development and subdivision standards stated in Articles 2, 4, and 15 (as applicable) respectively. In the case of any conflict between a use-specific standard and a general development standard, the use-specific standard applies unless otherwise expressly provided.
- d. *Multiple Uses.* Proposed uses that combine more than one listed use, except those that qualify as “mixed-use,” shall meet the requirements for each listed use that applies.
- e. *Uses That Are Not Allowed.* The following uses are not allowed in any zoning district in the Town of Frederick:
- i. Hazardous waste disposal
 - ii. Marijuana uses
- f. *Other Standards.* Subsections 12 through 24 of this section set out standards for certain characteristics of land uses or for certain contexts within the Town, which are not necessarily specific to listed uses or zoning districts. These standards, where applicable, are applied in addition to all other applicable standards in this Code.

2. *Residential Uses.*

- a. *Residential Land Use Table.* The residential forms and special residential land uses that are allowed in each zoning district are set out in Table 3-1, Residential Land Uses.

Table 3-1 Residential Land Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Residential Uses (Forms)																
Single-Family Detached	P	P	P	P	-	-	P	P ²	P ²	-	-	-	C	-	-	-
Duplex	-	-	-	P	P	-	-	P ²	P ²	C	-	-	C	-	-	-
Townhome	-	-	-	P	P	-	-	P ²	P ²	C	-	C	C	-	-	-
Multiplex	--	-	-	P	P	-	-	P ²	P ²	C	-	C	C	-	-	-
Multifamily	-	-	-	C	L	-	-	P ²	P ²	C	-	C	C	-	-	-
Manufactured Home	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-
Special Residential Uses																
Assisted Living or Congregate Care	-	-	L	L	L	-	-	-	C ²	L	-	C	P	L	-	-
Boarding and Rooming House	-	-	-	-	C	-	-	-	-	L	-	C	L	-	-	-
Group Home	L	L	L	L	L	-	L	L ²	L ²	L	-	C	C	-	-	-
Residential mixed-use ¹	-	-	-	-	-	-	-	L ²	L ²	C	L	L	P	P	-	-
Nursing Home, Memory Care, Alzheimer's Care	-	-	C	C	L	-	-	-	C ²	L	-	C	P	L	-	-
Protective Care	-	-	-	-	C	-	-	-	-	-	-	-	C	C	-	-
TABLE NOTE: ¹ Residential mixed-use includes "mixed use" projects that contain "mixed-use dwelling units". ² All uses in the D-A and D-B zoning districts are subject to chapter 15 of this Code.																

b. *Use-Specific Standards for Residential Uses and Special Residential Uses.*

- i. *Single-family detached.* Single-family detached may be approved within the C-E zoning district if it is demonstrated that the requirements of section 3.4.2.c., below, are met.
- ii. *Duplex.*
 1. C-N: Duplex may be approved within the C-N zoning district if it is part of a horizontally mixed-use development and situated such that it provides a transition between the nonresidential component of the development and existing or approved adjacent duplex or single-family detached residential development.
 2. C-E: In the C-E zoning district, duplexes may be approved within the C-E zoning district if it is demonstrated that the requirements of section 3.4.2.c., below, are met.
- iii. *Townhome.*
 1. All zoning districts: Townhome buildings shall not contain more than 8 dwelling units.
 2. C-N and C-H52: Townhomes may be approved within the C-N or C-H52 zoning district if they are part of a horizontally

mixed-use development and situated such that they provide a transition between the nonresidential component of the development and existing or approved adjacent townhome, duplex, or single-family detached residential development.

3. C-E: Townhomes may be approved within the C-E zoning district if it is demonstrated that the requirements of section 3.4.2.c., below, are met.

iv. *Multiplex.*

1. C-N and C-H52: Multiplex may be approved within the C-N or C-H52 zoning district if it is part of a horizontally mixed-use development and situated such that it provides a transition between the nonresidential component of the development and existing or approved adjacent duplex or single-family detached residential development.
2. C-E: Multiplex may be approved within the C-E zoning district if it is demonstrated that the requirements of section 3.4.2.c., below, are met.

v. *Multifamily.*

1. C-E: Multifamily may be approved within the C-E zoning district if it is demonstrated that the requirements of section 3.4.2.c., below, are met.
2. All zoning districts except C-E: Multifamily may be approved if it is part of a horizontally mixed-use development and situated such that it provides a transition between the nonresidential component of the development and existing or approved adjacent residential development.

vi. *Assisted Living or Congregate Care.*

1. R-1: Assisted living or congregate care facilities may be approved within the R-1 zoning district if:
 - a. The subject property is at least 2.5 acres in area;
 - b. The floor area ratio does not exceed 0.2; and
 - c. The subject property takes access from a collector or arterial street.
2. R-2: Assisted living or congregate care facilities may be approved within the R-2 zoning district if:
 - a. The subject property is at least 2 acres in area;
 - b. The floor area ratio does not exceed 0.25; and
 - c. The subject property takes access from a collector or arterial street.

3. R-3: Assisted living or congregate care facilities may be approved within the R-3 zoning district if:
 - a. The subject property is at least 1.5 acres in area;
 - b. The floor area ratio does not exceed 0.3; and
 - c. The subject property takes access from a collector or arterial street.
4. D-B: Assisted living or congregate care facilities may be approved within the D-B zoning district if they are spaced from other assisted living or congregate care facilities, and from nursing home, memory care, Alzheimer's care facilities, such that no two such facilities are located on the same block.
5. C-N and C-H52: Assisted living or congregate care facilities may be approved within the C-N and C-H52 zoning districts if the principal access to the subject property is a collector or arterial street.
6. BLI: Assisted living or congregate care facilities may be approved within the BLI zoning district if they are part of or adjacent to a hospital campus.

vii. *Boarding and Rooming House.*

1. R-3: Boarding and rooming house may be approved within the R-3 zoning district if the capacity of the facility is limited to not more than four boarders or roomers, and the building is designed as (or to resemble) a single-family detached dwelling.
2. C-N, C-H52, and C-E: Boarding and rooming house may be approved within the C-N, C-H52, and C-E zoning districts if it is demonstrated that:
 - a. Public ingress and egress to the building is provided using a single, common principal entrance.
 - b. Access to sleeping rooms is from the interior of the building.
 - c. Not less than one full bathroom that is accessible from a common area is provided for every five occupants or fraction thereof.
 - d. Sleeping rooms do not include cooking facilities.

viii. *Group Home.*

1. All zoning districts: In addition to the standards of the underlying zoning district, the following standards apply to the specified types of group homes:

- a. Group homes for the aged shall be spaced from each other (measured between the nearest lot lines) by the lesser of:
 - i. 750 ft.; or
 - ii. Such minimum spacing as is required so that no two group homes occupy the same block or take access from the same street segment.
 - b. Group homes for persons with behavioral or mental health disorders shall be spaced from each other (measured between the nearest lot lines) by the lesser of:
 - i. 750 ft.; or
 - ii. Such minimum spacing as is required so that no two group homes occupy the same block or take access from the same street segment.
 - 2. R-MH2, D-A, D-B, C-N, and C-H52: Group homes may be approved within the R-MH2, D-A, D-B, C-N, and C-H52 zoning districts if they are located within:
 - a. An existing residential building that meets applicable state licensing requirements; or
 - b. A new building that conforms to the requirements of the underlying zoning district.
 - 3. C-E: Group homes may be approved within the C-E zoning district if it is demonstrated that the requirements of section 3.4.2.c., below, are met.
- ix. *Residential mixed-use.*
 - 1. D-A and D-B. Residential mixed-use may be approved within the D-A and D-B zoning districts if the use is configured as one or more live-work units that comply with the standards set out in Section 15.11.2.
 - 2. C-H52. Residential mixed-use may be approved within the C-H52 zoning districts if:
 - a. The use is configured as one or more live-work units; or
 - b. The ground floor is occupied exclusively by non-residential uses that are open to the public, with the exception of a lobby providing access to upper floors.
 - 3. C-N and C-C. Residential mixed-use may be approved within the C-N and C-C zoning districts if:
 - a. The use is configured as one or more live-work units; or

- b. The subject property is at least 1.75 acres in area.
- x. *Nursing home, memory care, Alzheimer's care.*
 - 1. R-1: Nursing home, memory care, Alzheimer's care facilities may be approved within the R-1 zoning district if:
 - a. The subject property is at least 2.5 acres in area;
 - b. The floor area ratio does not exceed 0.2; and
 - c. The subject property takes access from a collector or arterial street.
 - 2. R-2: Nursing home, memory care, Alzheimer's care facilities may be approved within the R-2 zoning district if:
 - a. The subject property is at least 2 acres in area;
 - b. The floor area ratio does not exceed 0.25; and
 - c. The subject property takes access from a collector or arterial street.
 - 3. R-3: Nursing home, memory care, Alzheimer's care facilities may be approved within the R-3 zoning district if:
 - a. The subject property is at least 1.5 acres in area;
 - b. The floor area ratio does not exceed 0.3; and
 - c. The subject property takes access from a collector or arterial street.
 - 4. D-B: Nursing home, memory care, Alzheimer's care facilities may be approved within the D-B zoning district if they are spaced from other nursing home, memory care, Alzheimer's care facilities, and from assisted living or congregate care facilities, such that no two such facilities are located on the same block.
 - 5. C-N and C-H52: Nursing home, memory care, Alzheimer's care facilities may be approved within the C-N and C-H52 zoning districts if the principal access to the subject property is a collector or arterial street.
 - 6. BLI: Nursing home, memory care, Alzheimer's care facilities may be approved within the BLI zoning district if they are part of or adjacent to a hospital campus.
- xi. *Protective Care.*
 - 1. R-3: Protective care may be approved within the R-3 zoning district if:

- a. The subject property takes access from a collector or arterial street;
 - b. The rear yard and the side yards behind the front building line are enclosed with a solid wall that is at least 6 ft. in height.
 - 2. C-E: Protective care may be approved within the C-E zoning district if:
 - a. The subject property does not take access from a street segment that also provides access to single-family detached, duplex, townhome, or multiplex residential uses; and
 - b. The rear yard and the side yards behind the front building line are enclosed with a solid wall that is at least 6 ft. in height.
 - 3. BLI: Protective care may be approved within the BLI zoning district if the rear yard and the side yards behind the front building line are enclosed with a solid wall that is at least 6 ft. in height.
- c. *Standards for all residential uses (forms) and group homes in the C-E zoning district.* Residential uses may only be proposed as a secondary use in the C-E zoning district and shall be limited to 25 percent of the total gross area of the overall plan. Such uses shall be subject to site plan review, which shall demonstrate compliance with the standards of this subsection c.:
 - i. *Mix of housing types.* A mix of permissible housing types shall be included in any development plan proposing residential uses, as follows:
 - 1. A minimum of two residential uses shall be required on any residential portion of a development plan greater than 10 acres but less than 30 acres in area, including all parcels that are part of a phased development.
 - 2. A minimum of three residential uses shall be required on any residential portion of a development plan greater than 30 acres in size, including all parcels that are part of a phased development.
 - ii. *Limitations on single-family detached uses.*
 - 1. Lot area for single-family detached uses shall not exceed 6,250 square feet.
 - 2. A maximum of 50 percent of a residential portion of the project may be occupied by single-family detached lots and adjacent streets and alleys.

- iii. *Variability and arrangement of lots.* Lot sizes and dimensions shall be varied to provide for a variety of housing types and configurations, and to avoid monotonous streetscapes. The lot size and layout pattern shall be designed to allow residences to face toward a street.
- iv. *Access to a park, central feature, or gathering place.* At least 90 percent of the dwellings shall be located within 1,320 ft. (walking distance, without crossing an arterial street) of a neighborhood park, a privately owned park, or a central feature or gathering place that is located either within the project or within an adjacent development. Such parks, central features, or gathering places shall contain one or more of the following uses:
 - 1. Public parks (active or passive) or other open lands; or
 - 2. Privately-owned parks (active or passive) meeting the following criteria:
 - a. Land Area.
 - i. In development projects greater than two acres in gross area, private parks must be a minimum of 10,000 sf. in area.
 - ii. In development projects with a gross area of two acres or less, such private parks must be a minimum of six percent of the gross site area.
 - b. Location. Parks must be highly visible, secure settings formed by the street layout and pattern of lots and easily observed from streets. Rear facades and rear yards of dwellings shall not abut more than two sides or more than 50 percent of the perimeter of the park.
 - c. Accessibility. All parts of each park shall be safely and easily accessible by pedestrians, and open to the public.
 - d. Facilities. Parks shall consist of multiple-use turf areas, walking paths, plazas, pavilions, picnic tables, benches, or other features for various age groups to utilize.
 - e. Maintenance. Parks shall be maintained by the developer or property owners' association.
 - f. Storm drainage. If the park integrates storm drainage and detention functions, the design of such facilities shall not result in slopes or gradients that conflict with other recreational and civic purposes of the park.
 - 3. Community facilities or neighborhood support/recreation facilities (which are permitted as an accessory use to housing). If such facility is smaller than the required minimum size for

privately owned parks as required in subparagraph 2 above, then the facility shall be physically integrated with such park space as needed to meet the required minimum size.

3. *Hospitality, Recreation, and Entertainment Uses.*

- a. *Hospitality, Recreation, and Entertainment Use Table.* The hospitality, recreation, and entertainment land uses that are allowed in each zoning district are set out in Table 3-2, Hospitality, Recreation, and Entertainment Uses.

Table 3-2 Hospitality, Recreation, and Entertainment Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Adult-Oriented Use	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Bar, Tavern, or Nightclub	-	-	-	-	-	-	-	L	L	C	L	L	L	C	-	-
Bed and Breakfast	P	L	L	-	-	-	-	L	L	-	-	-	-	-	-	-
Brew Pub, Distillery Pub, or Limited Winery	-	-	-	-	-	-	-	L	L	L	L	P	L	P	P	-
Campground or RV Park	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Lodging	-	-	-	-	-	-	-	P	P	C	P	P	P	C	-	--
Golf Course	C	C	C	C	C	-	C	-	-	-	-	-	C	C	-	P
Indoor Amusement, Recreation, and Entertainment	-	-	-	-	-	-	-	P	P	P	P	P	P	C	C	-
Indoor Firing or Gun Range	L	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-
Outdoor Commercial Amusement	-	-	-	-	-	-	-	-	-	C	C	C	C	C	-	-
Outdoor Firing or Gun Range	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C
Outdoor Stadium, Arena, Amphitheater, or Drive-In Theater	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P ¹
Park, Active	P	P	P	P	P	P	P	-	-	P	P	P	P	P	P	P
Park, Passive	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Race Track	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Restaurant	-	-	-	-	-	-	-	P ¹	P ¹	P ¹	P ²	P ²	P ¹	L	C	-
Zoo	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C
TABLE NOTES:																
¹ Drive-in and drive-through facilities are not allowed. Restaurants that include outdoor dining areas are subject to the residential protection standards of section 3.4.12.																
² If the use includes drive-in, drive-through, or outdoor dining facilities, it is processed as a limited use ("L"). See section 3.4.3.b. for applicable standards.																

- b. *Use-Specific Standards for Certain Hospitality, Recreation, and Entertainment Uses.*

- i. *Adult-oriented use.* Adult-oriented uses may be approved in the I zoning district if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.
- ii. *Bar, Tavern, or Nightclub.*
 1. All zoning districts: Bar, tavern, and nightclub uses may be approved if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.
 2. BLI: Bar, tavern, and nightclub uses may be approved if it is demonstrated that not more than 35 percent of the contiguous land area within the BLI zoning district in which the use is proposed is used or approved for bar, tavern, or nightclub, commercial lodging, restaurants, retail sales and services, indoor amusement, recreation, and entertainment, or day care facilities, adult or child.
- iii. *Bed and Breakfast.*
 1. R-E and R-1: Bed and breakfast uses may be approved in the R-E and R-1 zoning districts if it is demonstrated that:
 - a. The use is an adaptive re-use of an existing single-family detached dwelling unit, located on a lot that conforms to the underlying zoning district requirements; and
 - b. All parking that is required for the use is provided on-site.
 2. D-A and D-B: Bed and breakfast uses may be approved in the D-A and D-B zoning districts if it is demonstrated that:
 - a. The use is an adaptive re-use of an existing single-family detached dwelling unit; and
 - b. All parking that is required for the use is provided on-site or on private property within 150 feet of the bed and breakfast (remote parking), measured lot line to lot line. If remote parking is used, its availability shall be secured by agreement in a form approved by the Town attorney or by common ownership of the owner of the property upon which the bed and breakfast use is located.
- iv. *Brew Pub, Distillery Pub, or Limited Winery.* Brew pub, distillery pub, or limited winery uses may be approved in the D-A, D-B, C-N, C-C, C-H52, C-E, BLI, and I zoning districts if it is demonstrated that:
 1. The applicable residential protection standards of section 3.4.12 are met; and

2. Spent or used grain (and comparable nontoxic byproducts of the brewing process) may be stored outdoors for not more than 24 hours, provided that the temporary storage area of spent or used grain is:
 - a. Designated on the approved site plan;
 - b. Located in the interior side or rear yard or within the building envelope; and
 - c. Fully enclosed within a suitable container, secured, and screened behind a solid, opaque fence or wall measuring that is at least five feet in height.
- v. *Campground or RV Park*. Campground or RV park uses may be approved in the A zoning district if it is demonstrated that:
 1. The minimum area of the subject property is 10 acres;
 2. If the use includes a campground, it is developed to the “modern” standard as defined in 6 CCR 1010-9 § 2.10e.
 3. The density, dimensions, and location of each campsite shall be as set out in Table 3-3, Campsite Standards.

Table 3-3 Campsite Standards	
Density of campsites (per acre of the subject property)	6 sites/acre
Minimum RV campsite dimensions	35 ft. x 50 ft.
Minimum tent campsite dimensions	35 ft. x 35 ft.
Minimum and maximum number of campsites (tent or RV) in a cluster	Min.: 4 / Max.: 12
Minimum spacing between clustered campsites	40 ft.

4. The route between the nearest arterial street and the campground does not include a local residential street.
5. Campsites are configured as follows:
 - a. Access to camping spaces shall be from paved internal, private streets.
 - b. Parking spaces must be paved or gravel.
 - c. An internal pedestrian circulation system shall be provided that connects clusters of campsites to each other and to amenities and sanitary facilities.
 - d. Areas between campsite clusters shall be used to provide amenities or landscaping.
6. The campground or RV park is enclosed by a six-foot tall privacy fence.
7. If the use adjoins an arterial street or is located within 250 feet of the boundary of an R-E, R-1, R-2, or R-3 zoning district, a 25-

foot wide landscape buffer shall be provided along property lines that abut the street and that are closest to the zoning district boundary. The landscape buffer shall be planted with one tree and five shrubs (outside of the required privacy fence) for every 35 feet of property line for which a buffer is required.

vi. *Commercial Lodging.*

1. C-N: Commercial lodging may be approved in the C-N zoning district if it is demonstrated that:
 - a. The use does not include conference facilities or ballrooms; and
 - b. If the use adjoins the boundary of an R-E, R-1, R-2, or R-3 zoning district, a five-foot tall privacy fence shall be provided along the district boundary line, and an eight-foot wide landscape strip shall be provided along the inside of the fence, planted with one tree for every 35 feet of property line for which a buffer is required.
2. BLI: Commercial lodging may be approved in the BLI zoning district if it is demonstrated that (at the time of application and inclusive of the proposed use) not more than 35 percent of the contiguous land area within the BLI zoning district in which the use is proposed is used or approved for bar, tavern, or nightclub, commercial lodging, restaurants, retail sales and services, indoor amusement, recreation, and entertainment, or day care facilities, adult or child.

vii. *Golf Course.* Golf course uses may be approved in the R-E, R-1, R-2, R-3, R-MH2, C-E, and BLI zoning districts if it is demonstrated that:

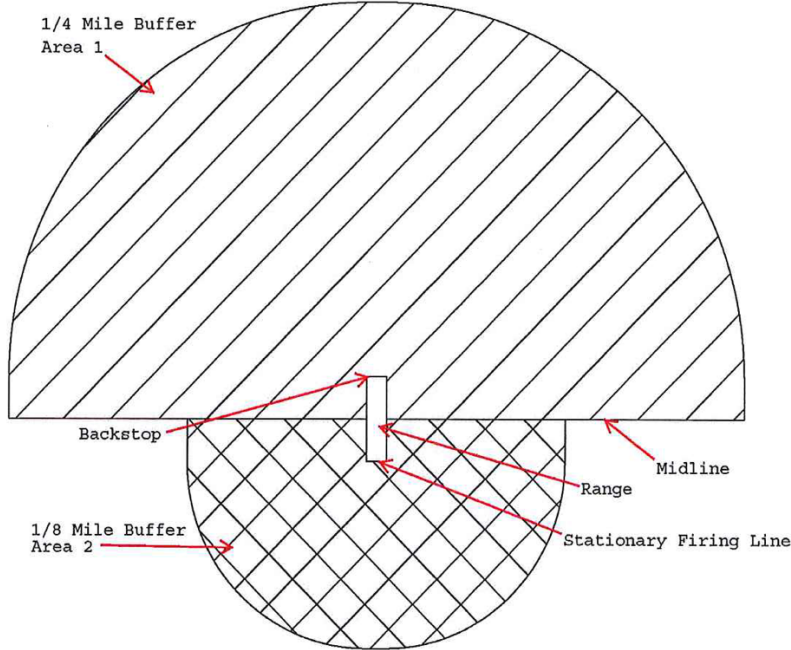
1. Appropriate controls will prevent golf balls from leaving the subject property, including but not limited to spacing the centerline of each hole not less than 150 feet from property lines;
2. All principal and accessory buildings are set back not less than 50 feet from property lines; and
3. The golf course provides an organizing feature and open space amenity to a residential, light industrial, or office park development.

viii. *Indoor Amusement, Recreation, and Entertainment.* Indoor amusement, recreation, and entertainment uses may be approved in the BLI or I zoning district if it is demonstrated that (at the time of application and inclusive of the proposed use) not more than 35 percent of the contiguous land area within the zoning district in which the use is proposed is used or approved for commercial lodging, restaurants,

retail sales and services, indoor amusement, recreation, and entertainment, or day care facilities, adult or child.

- ix. *Indoor Firing or Gun Range.* Indoor firing or gun range may be approved in the A, C-H52, C-E, BLI, and I zoning districts if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.
- x. *Outdoor Commercial Amusement.* Outdoor commercial amusement uses may be approved in the C-N, C-C, C-H52, C-E, and BLI zoning districts if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.
- xi. *Outdoor Firing or Gun Range.* All outdoor firing ranges will be reviewed concurrently by the Town of Frederick Police Department. Outdoor firing or gun range may be approved in the A and P zoning districts if it is demonstrated that all of the following standards are met:
 - 1. The residential protection standards of section 3.4.12.
 - 2. Hours of operation shall be limited to the hours between sunrise and sunset, except that the hours may be extended until 10:00 p.m. one night per week with the approval of the Director for purposes of subdued lighting certification of law enforcement officers or civilians as part of a formal course of instruction.
 - 3. All shooting stations shall be located a minimum of 200 feet from any property line.
 - 4. When an outdoor range is proposed, all existing, habitable dwellings in the area shall be mapped as shown in Figure 3-1. No existing habitable dwelling is permitted within Area 1 or Area 2 as shown on Figure 3-1.
 - a. Area 1 represents a 1,320-foot buffer measured from the exterior berm and backstop.
 - b. Area 2 represents a 660-foot buffer from the exterior berm and stationary firing line.
 - c. The midline is the dividing line between Area 1 and Area 2 and is half the distance between the backstop and the stationary firing line.

Figure 3-1
Shooting Range Diagram – Areas 1 and 2 and Midline



5. Stationary firing lines shall be covered by a baffle system beginning at least three feet behind the firing line, unless used for skeet or trap shooting.
6. A baffle system covering all firing lines shall eliminate “blue-sky” above the shooter’s vision of the bullet backstop. Blue sky elimination is used for the purpose of eliminating the likelihood that any bullet will travel over the backstop area, leaving the shooting range. This requirement may be waived if a Range Technical Team Advisor provides evidence that the baffles are not necessary to ensure the safety of neighboring properties and this evidence is verified by a Town expert as established by the Director and Chief of Police.
7. The perimeter of the outdoor range shall be surrounded by a fence, wall, or other impediment to pedestrians with a minimum height of six feet and meeting all other applicable regulations identified in Article 2.
8. Warning signs shall be posted at 150-foot intervals along the entire perimeter of the outdoor firing or gun range. The signs shall state in both English and Spanish, “CAUTION: Firearms in Use. Keep Out” and be made of a weather-proof material. Signs shall be yellow and black and must be able to be read by a person or ordinary visual acuity from a distance of five feet.

9. In addition to the standard requirements for a conditional use application, the application for an outdoor shooting range shall also include the following:
 - a. A complete layout of each range, including firing lines, blue sky elimination technique, target areas, backstops, and berms;
 - b. Sound study or projected noise contours;
 - c. Existing and proposed structures; occupied dwellings within 1,320 feet of the secured boundaries of the facility; roads, streets, or other access areas; buffer areas, and parking areas for the facility; and
 - d. A proposed lead management program.
- xii. *Outdoor Stadium, Arena, Amphitheater, or Drive-In Theater.*
 1. All zoning districts except D-A and D-B: Outdoor stadium, arena, amphitheater, or drive-in theater uses may be approved if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.
 2. D-A and D-B: In the D-A and D-B zones, the use is restricted to outdoor amphitheaters that are owned and operated by the Town of Frederick or other governmental or quasi-governmental entity. Such uses are specifically not subject to the limitations of Table 3-12, Residential Protection Spacing Standards.
- xiii. *Race Track.* Race track uses may be approved in the I zoning district if it is demonstrated that:
 1. The applicable residential protection standards of section 3.4.12 are met;
 2. The road course will not be illuminated; and
 3. The use will not operate between 8:00 p.m. and 9:00 a.m.
- xiv. *Restaurant.*
 1. C-C and C-H52: Restaurant uses in the C-C and C-H52 zoning districts that include drive-in or drive-through facilities may be approved if it is demonstrated that:
 - a. The applicable residential protection standards of section 3.4.12 are met.
 - b. The applicable stacking and design standards of section 3.4.18 are met.
 2. BLI and I: Restaurant uses may be approved in the BLI or I zoning district if it is demonstrated that:

- a. At the time of application and inclusive of the proposed use, not more than 35 percent of the contiguous land area within the BLI zoning district in which the use is proposed is used or approved for bar, tavern, or nightclub, commercial lodging, restaurants, retail sales and services, indoor amusement, recreation, and entertainment, or day care facilities, adult or child.
 - b. If the use includes drive-in or drive-through facilities:
 - i. The applicable residential protection standards of section 3.4.12 are met; and
 - ii. The applicable stacking and design standards of section 3.4.18 are met.
- xv. *Zoo.* Zoos may be approved in the A and P zoning districts if it is demonstrated that:
1. The minimum area of the subject property is 10 acres;
 2. Noise generated by the use does not exceed 45 dBA at any residential building wall between the hours of 9:00 p.m. and 7:00 a.m.;
 3. The use is located within a building or enclosed by security fencing that is adequate to prevent animals from escaping and to prevent unauthorized access to the facility;
 4. The zoo operator maintains a Colorado wildlife exhibitor's park license; and
 5. The applicable residential protection standards of section 3.4.12 are met.

4. *General Commercial Uses.*

- a. *General Commercial Use Table.* The general commercial land uses that are allowed in each zoning district are set out in Table 3-4, General Commercial Uses.

Table 3-4 General Commercial Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Business Services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-
Convenience Lending	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-
Fitness Instruction or Gymnasium	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-
Office, General	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-
Office, Medical	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-
Pawnbroker	-	-	-	-	-	-	-	-	-	C	L	C	C	-	-	-

Table 3-4 General Commercial Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Personal Services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-
Recording or TV Studio	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-
Retail Sales and Services	-	-	-	-	-	-	-	L	L	L	L	L	L	L	L	-

b. *Use-Specific Standards for Certain General Commercial Uses.*

- i. *Convenience Lending.* Convenience lending may be approved in the C-N, C-C, C-H52, and C-E zoning districts if it is demonstrated that:
 1. Such uses are spaced not less than 1,320 feet from each other and from pawnbroker uses, measured from principal entrance to principal entrance; and
 2. The applicable residential protection standards of section 3.4.12 are met.
- ii. *Pawnbroker.* Pawnbroker may be approved in the C-N, C-C, C-H52, and C-E zoning districts if it is demonstrated that:
 1. Such uses are spaced not less than 1,320 feet from each other and from convenience lending uses, measured from principal entrance to principal entrance; and
 2. The applicable residential protection standards of section 3.4.12 are met.
- iii. *Retail Sales and Services.* Indoor retail sales and services shall be processed as a permitted use in the D-A, D-B, C-N, C-C, C-H52, C-E, BLI, and I zones. If the retail sales and services use includes outdoor storage or display of products that are offered for sale or for rent, the following additional standards apply:
 1. In the D-A and D-B zoning districts, inventory may be displayed outside during business hours, provided that it is located within 6 feet of the principal entrance to the retail sales and services use and does not interfere with required parking or pedestrian circulation. Passenger motor vehicles and pickup trucks that are offered for rent shall not be stored in the D-A or D-B zoning district.
 2. In the C-N, C-C, C-H52, C-E, and BLI zoning districts:
 - a. Inventory may be displayed outdoors during business hours, provided that it is located within 15 feet of the principal entrance to the retail sales and services use

and does not interfere with required parking or pedestrian circulation.

- b. Passenger motor vehicles and pickup trucks that are offered for rent may be stored in parking spaces, provided that such parking spaces are not counted towards the supply of required parking for the use.
- c. Inventory or equipment that is stored outdoors (other than living landscaping materials) must be either completely screened from view from adjacent property and public rights-of-way; or, if nine feet or less in height, enclosed with an opaque fence or wall that is not less than six feet in height.

5. *Veterinary and Domestic Animal Uses.*

- a. *Veterinary and Domestic Animal Use Table.* The veterinary and domestic animal land uses that are allowed in each zoning district are set out in Table 3-5, Veterinary and Domestic Animal Uses.

Table 3-5 Veterinary and Domestic Animal Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Commercial Equestrian Facilities	L	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kennel, Indoor	P	C	-	-	-	-	-	-	-	C	P	C	P	P	C	-
Kennel, Outdoor	L	-	-	-	-	-	-	-	-	-	-	-	-	L	L	-
Veterinary Facilities, Large Animal Clinic	P	-	-	-	-	-	-	-	-	-	-	-	-	P	C	-
Veterinary Facilities, Small Animal Clinic	P	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-
Wildlife Rehabilitation	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P

b. *Use-Specific Standards for Certain Veterinary and Domestic Animal Uses.*

- i. *Commercial Equestrian Facilities.* Commercial equestrian facilities may be approved in the A and R-E zoning districts if it is demonstrated that:
 1. Corrals are spaced at least 100 feet from any existing residence or retail sales building (if a residence or retail sales building is constructed or relocated on the subject property, the corral must be relocated to maintain the 100-foot spacing).
 2. The facility accommodates no more than two horses per acre.
 3. At least 1/2 acre of pasture is provided for each horse.

- ii. *Kennel, Indoor.* Kennel, indoor uses may be approved in the R-E, C-N, C-H52, and I zoning districts if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.
- iii. *Kennel, Outdoor.* Kennel, outdoor uses may be approved in the R-E, C-N, C-H52, and I zoning districts if it is demonstrated that:
 - 1. The applicable residential protection standards of section 3.4.12 are met;
 - 2. All animals will be housed indoors during the hours between 10:00 p.m. and 7:00 a.m.; and
 - 3. Outdoor dog runs and comparable facilities are appropriately secured to prevent animal escape.
- iv. *Veterinary Facilities, Large Animal Clinic.* Veterinary services, large animal clinic may be approved in the I zoning district if it is demonstrated that the applicable residential protection standards of section 3.4.12 are met.

6. *Community, Civic, Educational, and Institutional Uses.*

- a. *Community, Civic, Educational, and Institutional Use Table.* The community, civic, educational, and institutional land uses that are allowed in each zoning district are set out in Table 3-6, Community, Civic, Educational, and Institutional Uses.

Table 3-6 Community, Civic, Educational, and Institutional Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Cemetery	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	L
Crematorium	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Day Care Center, Adult or Child	C	C	C	C	C	-	-	-	-	P	P	P	P	P	C	C
Funeral Home	-	-	-	-	-	-	-	P	-	-	L	L	C	C	-	-
Hospital	-	-	-	-	-	-	-	-	-	-	C	C	P	P	C	C
Place of Assembly	C	-	L/C ¹	L/C ¹	L/C ¹	-	L/C ¹	P	P	P	P	P	P	P	C	P
Prison or Jail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
School, Elementary or Middle	P	P	P	P	P	P	P	-	-	P	P	P	P	P	P	P
School, High	P	P	P	P	P	P	P	-	-	P	P	P	P	P	P	P
School, Vocational or Trade	-	-	-	-	-	-	-	-	-	P	P	C	P	P	C	C
University or College	-	-	-	-	-	-	-	-	-	P	P	C	P	P	C	C
TABLE NOTE: ¹ Places of assembly with a seating capacity of less than 600 are a limited use ("L"). Places of assembly with a seating capacity of 600 or more are a conditional use ("C").																

- b. *Use-Specific Standards for Community, Civic, Educational, and Institutional Uses.*

- i. *Cemetery.* Cemeteries may be approved in the A, R-E, and P zoning districts if it is demonstrated that they are not located within the Downtown Development Area, or within 1,320 feet of the boundaries of the Downtown Development Area.
- ii. *Day Care Center, Adult or Child.*
 - 1. A, R-E, R-1, R-2, R-3, and P: Day care center, adult or child may be approved in the A, R-E, R-1, R-2, R-3, and P zoning districts if it is demonstrated that the use meets all applicable state licensing requirements, and:
 - a. The use is accessed by a collector or arterial street, or by a local street if the subject property is located on the corner of a local street and an arterial or collector street; or
 - b. The use is co-located with an existing school (of any type), university or college, or place of assembly.
 - 2. I: Day care center, adult or child may be approved in the I zoning district if it is demonstrated that:
 - a. The use is primarily intended to provide an amenity to employees within the zoning district; and
 - b. Other existing and approved uses in the zoning district within 1,320 feet do not present a material hazard to the adults or children receiving care.
- iii. *Funeral Home.* Funeral home uses may be approved in the C-C, C-H52, C-E, and BLI zoning districts if it is demonstrated that the applicable standards of section 3.4.18 are met.
- iv. *Hospital.* Hospitals may be approved in the C-C, C-H52, I, and P zoning districts if it is demonstrated that, if the use includes an emergency room or trauma center, the subject property has access to an arterial street without the use of local or collector street segments that also provide access to residential uses.
- v. *Place of Assembly.*
 - 1. A, R-1, and R-2: Places of assembly may be approved in the A, R-1, and R-2 zoning districts if it is demonstrated that:
 - a. The subject property is at least two acres in area;
 - b. The floor area ratio does not exceed 0.15; and
 - c. The subject property adjoins an arterial or a collector street and takes access from either the adjacent arterial or collector street, or if located at an intersection with a local street, from the intersecting local street.

2. R-3 and R-MH2: Places of assembly may be approved in the R-3 and R-MH2 zoning districts if it is demonstrated that:
 - a. The subject property is at least 1.5 acres in area;
 - b. The floor area ratio does not exceed 0.25; and
 - c. The subject property adjoins an arterial or a collector street and takes access from either the adjacent arterial or collector street, or if located at an intersection with a local street, from the intersecting local street.
 3. I: Places of assembly may be approved in the I zoning district if it is demonstrated that the use does not include an outdoor assembly area.
- vi. *Prison or Jail.* Prison or jail may be approved in the P zoning district if it is demonstrated that the prison or jail is connected to a courthouse facility and will be used only as a holding facility for people awaiting hearing, trial, or transfer to another facility.
- vii. *School, Vocational or Trade.*
1. All zoning districts: Access to the subject property shall be provided based on the design capacity of the proposed use, as follows:
 - a. More than 250 students design capacity: Arterial or collector street.
 - b. 50 to 250 students design capacity: Arterial or collector, or a local street, provided that the route between the access point and the nearest arterial or collector does not pass a single-family or duplex residential use.
 - c. Less than 50 students design capacity: Any street type.
 2. I: School, vocational or trade may be approved in the I zoning district if it is demonstrated that:
 - a. If the use provides hands-on instruction, it meets the standards for the use that is most closely related to the hand-on instruction.
 - b. If the use that is most closely related to the hands-on instruction is not allowed in the I zone, then the vocational or trade school is not allowed.
- viii. *University or College.*
1. All zoning districts: Access to the subject property shall be provided based on the design capacity of the proposed use, as follows:

- a. More than 250 students design capacity: Arterial or collector street.
 - b. 50 to 250 students design capacity: Arterial or collector, or a local street, provided that the route between the access point and the nearest arterial or collector does not pass a single-family or duplex residential use.
 - c. Less than 50 students design capacity: Any street type.
2. I: University or college may be approved in the I zoning district if it is demonstrated that the area of the university or college that is located within the I zoning district provides hands-on instruction, research, workshop, or laboratory space that is closely related to a permissible land use in the I zoning district.

7. *Industrial, Processing, Recycling, Storage, and Disposal Uses.*

- a. *Industrial, Processing, Recycling, Storage, and Disposal Use Table.* The industrial, processing, recycling, storage, and disposal land uses that are allowed in each zoning district are set out in Table 3-7, Industrial, Processing, Recycling, Storage, and Disposal Uses.

Table 3-7 Industrial, Processing, Recycling, Storage, and Disposal Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Composting Facility	C	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Disposal Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Heavy Industry	-	-	-	-	-	-	-	-	-	-	-	-	-	C	L	-
Heavy Logistics Center	-	-	-	-	-	-	-	-	-	-	-	-	-	C	L	-
Light Industry	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-
Recycling Collection Center	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C
Resource Extraction (Minerals)	C	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
Resource Extraction (Oil and Gas)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Salvage Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Self-Storage	-	-	-	-	-	-	-	-	-	-	C	C	-	C	C	-
Storage Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	C	L	-
Waste Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-

- b. *Use-Specific Standards for Industrial, Processing, Recycling, Storage, and Disposal Uses.*

- i. *Composting Facility.* Composting facility uses may be approved if it is demonstrated that:

1. The use provides appropriate controls to prevent dust and windblown debris from leaving the site;

2. The use is spaced 1,000 feet from existing or approved places of assembly, schools (any type), colleges or universities, day care centers (adult or child), active or passive parks, zoos, and outdoor commercial amusement;
 3. The applicable residential protection standards of section 3.4.12 are met; and
 4. The applicable outdoor storage standards of section 3.4.16 are met.
- ii. *Disposal Facility*. Disposal facility uses may be approved in the I zoning district if:
1. The disposal facility is not a hazardous waste disposal site as regulated by Title 25, Article 15, Part 2, Hazardous Waste Disposal Sites, as may be amended from time to time.
 2. The application for approval of the disposal facility is reviewed by the Colorado Department of Public Health and Environment ("CDPHE") pursuant to Title 30, Article 20, Part 1, Solid Wastes Disposal Sites and Facilities, Colorado Revised Statutes.
 - a. The report and recommendation of CDPHE are required prior to the processing of the application by the City.
 - b. No disposal site shall be approved without a recommendation of approval by CDPHE.
 - c. Technical conditions of approval suggested by CDPHE shall be incorporated into the certificate of designation.
 3. CDPHE issues a certificate of designation for the disposal site, as required by Title 30, Article 20, Part 1, Solid Wastes Disposal Sites and Facilities, Colorado Revised Statutes, as may be amended from time to time.
 4. The facility has a recommendation of approval by the CDPHE and the Town Board finds that:
 - a. The facility is not located within an area of special flood hazard, an area of geological hazard, or an area that would create material risks to water supply, irrigation infrastructure, or significant wildlife habitat;
 - b. The subject property is at least 100 acres in area;
 - c. All disposal operations are set back at least 300 feet from property lines;
 - d. The applicable residential protection standards of section 3.4.12 are met;

- e. The applicable outdoor storage standards of section 3.4.16 are met;
- f. Trucks that enter and exit the facility have access to a state highway without traversing local or collector street segments that provide access to residential uses;
- g. Property boundaries that are adjacent to streets are landscaped with a buffer that:
 - i. Is at least 40 feet wide;
 - ii. Includes a four-foot tall berm that is designed to appear integrated into the landscape; and
 - iii. Is planted with four trees per 100 feet of frontage or fraction thereof; and
- h. There is no exclusive site for solid waste disposal (pursuant to C.R.S. § 30-20-107) with capacity to serve the Town's needs;
- i. There is a demonstrated need for the facility to serve the residents and businesses of the Town;
- j. The facility conforms to any the objectives or policies set out in the Comprehensive Plan, if any, with respect to such facilities;
- k. The facility complies with all technical rules promulgated by CDPHE;
- l. The financial assurances provided pursuant to C.R.S. § 30-20-104.5, are adequate to serve their purposes; and
- m. The disposal facility would create a net public benefit to the region and the residents and property owners of the Town, taking into account:
 - i. The effect that the disposal site and facility will have on the surrounding property, taking into consideration the types of processing to be used, surrounding property uses and values, and wind and climatic conditions;
 - ii. The convenience and accessibility of the solid wastes disposal site and facility to potential users;
 - iii. The ability of the applicant to comply with the health standards and operating procedures provided for in Title 30, Article 20, Part 1, Solid Wastes Disposal Sites and Facilities, Colorado

Revised Statutes, and such rules and regulations as may be promulgated thereunder; and

- iv. Recommendations by health departments that have jurisdiction within five miles of the facility.
- iii. *Heavy Industry*. Heavy industry may be approved in the BLI and I zoning districts if it is demonstrated that:
 - 1. The subject property is at least five acres in area;
 - 2. Trucks that enter and exit the subject property have access to an arterial street without traversing local or collector street segments that provide access to residential uses;
 - 3. The applicable residential protection standards of section 3.4.12 are met;
 - 4. The applicable outdoor storage standards of section 3.4.16 are met; and
 - 5. The facility is buffered from adjoining arterial and collector streets and zoning district boundaries with a landscape strip (outside of any fenced areas) that is not less than 15 feet in width, planted with one tree and two shrubs per 35 feet of such boundary (a platted landscape buffer tract may be used for this purpose).
- iv. *Heavy Logistics Center*. Heavy logistics center may be approved in the BLI and I zoning districts if it is demonstrated that:
 - 1. Trucks that enter and exit the subject property have access to a state highway without traversing local or collector street segments that provide access to residential uses;
 - 2. The applicable residential protection standards of section 3.4.12 are met;
 - 3. The applicable outdoor storage standards of section 3.4.16 are met;
 - 4. The facility is buffered from adjoining arterial and collector streets and zoning district boundaries with a landscape strip (outside of any fenced areas) that is not less than 15 feet in width, planted with one tree and two shrubs per 35 feet of such boundary (a platted landscape buffer tract may be used for this purpose).
- v. *Light Industry*. Light industry may be approved in the C-H52 zoning district if it is demonstrated that:
 - 1. The light industrial use provides a product or service that is available to the public on-site;

2. Bay doors are not visible from adjoining streets or R-E, R-1, R-2, or R-3 zoning district boundaries; and
 3. The applicable residential protection standards of section 3.4.12 are met.
- vi. *Recycling Collection Center*. Recycling collection center may be approved in the C-E, BLI, I, or P zoning districts if it is demonstrated that:
1. The use provides appropriate controls to prevent dust and windblown debris from leaving the site;
 2. Recyclable materials are collected indoors, or in bins or other secured containers outdoors, and all other activities, such as tipping, sorting, compaction, transfer, and reloading are conducted in a fully enclosed building;
 3. Public streets will not be utilized at any time for parking, stacking, or storage of employee vehicles, visitor vehicles, or trucks;
 4. The facility includes sufficient drive aisles and parking areas to avoid conflicts between truck operations, passenger vehicles (e.g., for drop-off of household wastes), and the use of emergency access easements and fire lanes;
 5. The internal circulation system is designed to eliminate the need for the backing of truck traffic, pavement design is suitable for heavy vehicles and the road base is capable of withstanding expected loads, and drive aisles are designed to be passable by loaded collection and transfer vehicles in all weather conditions;
 6. Parking and loading areas are paved and separated from areas where baled recyclable materials are stored;
 7. Trucks that enter and exit the subject property have access to a state highway without traversing local or collector street segments that provide access to residential uses;
 8. Scavenging will be prohibited and prevented;
 9. The applicable residential protection standards of section 3.4.12 are met; and
 10. The applicable outdoor storage standards of section 3.4.16 are met.
- vii. *Resource Extraction (Minerals)*. Resource extraction (minerals) may be approved in the A, I, or P zoning districts if it is demonstrated that:
1. The applicable residential protection standards of section 3.4.12 are met;

2. The applicable outdoor storage standards of section 3.4.16 are met;
3. The use is spaced at least 1,320 feet from places of public assembly, day care centers (adult or child), and schools (any type);
4. Extraction activities are in accordance with a master plan for extraction that is approved by the Board of Trustees along with the conditional use, which addresses:
 - a. The potential for effective multiple sequential use of the subject property to provide the optimum benefit to the landowner, neighboring property owners, and the Town as a whole;
 - b. The development or preservation of land to enhance development of physically attractive surroundings that are compatible with the surrounding area;
 - c. The anticipating timing and sequencing of the mining operation, including the types and volumes of material anticipated to be extracted; and
 - d. A reclamation plan that implements the requirements of C.R.S. § 34-32-101, et seq., ("Colorado Mined Land Reclamation Act").
5. Property boundaries are landscaped with a buffer that:
 - a. Is at least 25 feet wide;
 - b. Is planted with four trees and six shrubs per 100 feet of frontage or fraction thereof; and
 - c. Includes an eight-foot tall security fence on the inside of the buffer.
6. Crushing and processing operations are conducted in an enclosed facility that provides dust control;
7. Noise generated by the use shall not exceed 45 dBA at any residential building wall between the hours of 9:00 PM and 7:00 AM;
8. Trucks that enter and exit the subject property have access to a state highway without traversing local or collector street segments that provide access to residential uses, and the access route is designed and constructed to withstand the weight of loaded heavy vehicles and mining equipment; and
9. Access roads within the subject property are designed and maintained to limit airborne dust and erosion, and to prevent tracking of debris onto public rights of way.

- viii. *Resource Extraction (Oil and Gas)*. Resource extraction (oil and gas) is subject to Article 9, Oil and Gas Drilling and Production.
- ix. *Salvage Yard*. Salvage yard uses may be approved in the I zoning district if it is demonstrated that:
 - 1. The subject property does not have frontage on a state or federal highway or arterial street;
 - 2. Trucks that enter and exit the subject property have access to a state highway without traversing local or collector street segments that provide access to residential uses;
 - 3. No boundary of the subject property is also a zoning district boundary;
 - 4. The property is enclosed by a privacy fence or wall that is at least seven feet in height but not more than nine feet in height;
 - 5. The use will not accept or deposit hazardous wastes or hazardous materials, except as incidental to the salvage operation, and such operation will be conducted to remove hazardous wastes and materials and dispose of them according to state and federal requirements.
 - 6. The facility is at least three-miles from an existing storage yard, salvage yard, RV storage, or self-storage facility within the Town of Frederick or in another jurisdiction, measured from lot line to lot line;
 - 7. The applicable residential protection standards of section 3.4.12 are met; and
 - 8. The applicable outdoor storage standards of section 3.4.16 are met.
- x. *Self-Storage*. Self-storage uses may be approved in the C-C, C-H52, CLI, and I zoning districts if it is demonstrated that:
 - 1. A minimum 5/8-inch water tap serves (or will serve) the subject property;
 - 2. The facility is at least three-miles from an existing storage yard, salvage yard, RV storage, or self-storage facility within the Town of Frederick or in another jurisdiction, measured from lot line to lot line;
 - 3. The facility is designed such that exterior bay doors are screened from adjoining streets or R-E, R-1, R-2, or R-3 zoning district boundaries; and
 - 4. The applicable residential protection standards of section 3.4.12 are met; and

5. The applicable outdoor storage standards of section 3.4.16 are met.
- xii. *Storage Yard.* Storage yard uses may be approved in the BLI and I zoning districts if it is demonstrated that:
1. A minimum 5/8-inch water tap serves (or will serve) the subject property;
 2. The facility is at least three-miles from an existing storage yard, salvage yard, RV storage, or self-storage facility within the Town of Frederick or in another jurisdiction, measured from lot line to lot line;
 3. The applicable residential protection standards of section 3.4.12 are met; and
 4. The applicable outdoor storage standards of section 3.4.16 are met.
 5. The storage container standards set out in section 3.4.17 (as may be applicable) are met.
- xii. *Waste Transfer Station.* The Town shall request a technical review of the site and facility documents and operation plan from CDPHE pursuant to 6 CCR 1007-2 § 7.1 for all applications for approval of a waste transfer station, and CDPHE recommendations are incorporated into the application materials prior to Town processing of the application. Waste transfer station uses may be approved in the I zoning district if, after such review, it is demonstrated that:
1. The subject property is at least five acres in area;
 2. No building or area in which the unloading, storage, processing, or transfer of wastes or recyclable materials will take place shall be located within:
 - a. 100 feet of any property line; or
 - b. 500 feet of:
 - i. Any nonresidential structure located on property that is not owned or leased by the owner of the waste transfer station;
 - ii. Any area of special flood hazard;
 - iii. Any wetland;
 - iv. Any water well;
 - v. Any natural or artificial pond (including a detention or retention pond or facility), stream, irrigation ditch or canal, water way, or water course; and

3. Trucks that enter and exit the subject property have access to a state highway without traversing local or collector street segments that provide access to residential uses;
4. All activities associated with waste transfer, such as tipping, sorting, storage, compaction, transfer, reloading, and related activities are conducted in a fully enclosed building;
5. Public streets will not be utilized at any time for parking, stacking, or storage of employee vehicles, visitor vehicles, or trucks;
6. The facility includes sufficient drive aisles and parking areas to avoid conflicts between truck operations, passenger vehicles (e.g., for drop-off of household wastes), and the use of emergency access easements and fire lanes;
7. The internal circulation system is designed to eliminate the need for the backing of truck traffic, pavement design is suitable for heavy vehicles and the road base is capable of withstanding expected loads, and drive aisles are designed to be passable by loaded collection and transfer vehicles in all weather conditions;
8. The facility incorporates a collection and disposal system that prevents liquids contained in waste materials, as well as liquids generated by normal operations (such as wash-out and cleaning of equipment, trucks, and floors), from contaminating the soil, surface water, or ground water;
9. Tipping, loading, and unloading areas shall be constructed of impervious material and equipped with drains connected to either:
 - a. A public wastewater system; or
 - b. A corrosion-resistant holding tank; or
 - c. An alternative system, if the applicant demonstrates that the alternate design will prevent waste liquids from contaminating the soil, surface water, or ground water; and
10. The facility will accept only household wastes, commercial, and industrial wastes and recyclable materials, and no asbestos wastes, wastes classified as hazardous in accordance with C.R.S. § 25-15-101, et seq. shall be knowingly accepted;
11. Overnight truck parking will not be allowed;
12. An on-site operator will be on duty at all times that the facility is open;

13. The operation of the waste transfer station and the storage and handling of all solid wastes will be practiced according to an operations plan that includes methods to prevent the attraction, harborage, or breeding of wildlife or insects, rodents, and other vectors (e.g., flies, maggots, roaches, rats, mice, and similar vermin), and to eliminate conditions which cause or may potentially cause:
 - a. Harm to the public health and the environment;
 - b. Congregation of birds;
 - c. Safety hazards to individuals and surrounding property; and
 - d. Excessive odor problems, unsightliness, and other nuisances;
14. The facility will be maintained in a neat and orderly appearance at all times through the prevention and control of uncontained waste, trash, and litter;
15. Open burning and scavenging will be prohibited and prevented;
16. The applicable residential protection standards of section 3.4.12 are met; and
17. The applicable outdoor storage standards of section 3.4.16 are met.

8. *Motor Vehicle and Transportation Uses.*

- a. *Motor Vehicle and Transportation Use Table.* The motor vehicle and transportation land uses that are allowed in each zoning district are set out in Table 3-8, Motor Vehicle and Transportation Uses.

Table 3-8 Motor Vehicle and Transportation Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Fueling, Fast-Charging, or Service Station	-	-	-	-	-	-	-	-	-	C	L	L	C	L	L	-
Light Motor Vehicle Repairs and Service	-	-	-	-	-	-	-	-	-	-	L	L	-	L	L	-
Heavy Motor Vehicle Repairs and Service	-	-	-	-	-	-	-	-	-	-	C	-	-	L	L	-
Truck Stop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Heliport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-
Helistop	C	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-
Motor Vehicle Wash	-	-	-	-	-	-	-	-	-	C	L	L	C	L	L	-
Surface Parking	-	-	-	-	-	-	-	L	L	-	C	C	P	P	P	L

Table 3-8 Motor Vehicle and Transportation Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Structured Parking	-	-	-	-	-	-	-	L	L	-	C	C	P	P	P	L
Passenger Motor Vehicle Sales or Rental	-	-	-	-	-	-	-	-	-	-	C	C	L	L	L	-
Heavy Motor Vehicle Sales or Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-
Motorcycle, Scooter, or ATV Sales or Rental	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-
Bus or Taxi Terminal, On-Demand Transportation Dispatch	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
RV Storage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-

b. *Use-Specific Standards for Motor Vehicle and Transportation Uses.*

i. *Fueling, Fast-Charging, or Service Station.*

1. All zoning districts: Fueling, fast-charging, or service stations are subject to the applicable residential protection standards of section 3.4.12., and the applicable stacking standards of section 3.4.18.
2. C-N: Fueling, fast-charging, or service stations may be approved in the C-N zoning district if it is demonstrated that the use does not include a vehicle wash or vehicle service.

ii. *Light Motor Vehicle Repairs and Service.* All zoning districts: Light motor vehicle repairs and service is subject to the applicable residential protection standards of section 3.4.12.

iii. *Heavy Motor Vehicle Repairs and Service.* All zoning districts: Heavy motor vehicle repairs and service is subject to the applicable residential protection standards of section 3.4.12.

iv. *Truck Stop.* Truck stops may be approved in the I zoning district if it is demonstrated that:

1. The use complies with the applicable residential protection standards of section 3.4.12.; and
2. The use does not take access from Highway 52.

v. *Heliport.* Heliport may be approved in the I zoning district if it is demonstrated that:

1. The facility implements the applicable design standards set out in U.S. Department of Transportation Advisory Circular No. 150/5390-2C, dated April 24, 2012, as may be amended,

supplemented, or superseded from time to time; and shall meet all other applicable Federal Aviation Administration (“FAA”) requirements.

2. A noise impact assessment is provided that identifies the initial and 20-year projected Day Night Level (“DNL”) noise contour lines beginning with 50 DNL and proceeding to 65 DNL, showing compliance with the following standards:
 - a. The 65 DNL line is completely within airport property or property zoned I that is subject to an easement for noise and aviation; and
 - b. The 55 DNL line does not include any property that is zoned R-E, R-1, R-2, R-3, D-A, or D-B.
- vi. *Helistop*. Helistops may be approved in the A, BLI, or I zoning district if it is demonstrated that:
 1. The helistop complies with the standards that are applicable to heliports, as set out in section 3.4.8.b.iii.; and
 2. The helistop is associated with a hospital or a public agency that provides first-responder services.
- vii. *Motor Vehicle Wash*. Motor vehicle wash may be approved in the C-N, C-C, C-H52, C-E, BLI, and I zoning districts if it is demonstrated that:
 1. Ingress to and egress from automated and full-service vehicle wash facilities is oriented to side lot lines;
 2. Detailing and finishing operations do not interfere with site circulation or access to required parking spaces;
 3. The applicable residential protection standards of section 3.4.12 are met; and
 4. The applicable stacking standards of section 3.4.18 are met.
- viii. *Surface Parking*.
 1. D-A and D-B: Surface parking uses may be approved in the D-A and D-B zoning districts if it is demonstrated that:
 - a. The parking surface is paved with a dust-free, all-weather surface;
 - b. The subject property is not more than 1/2 acre in area;
 - c. The landscaping standards of section 2.14 are met; and
 - d. The use does not have frontage on Fifth Street.
 2. C-C, C-H52, and P: Surface parking uses may be approved in the C-C, C-H52, and P zoning districts if it is demonstrated that:

- a. The parking surface is paved with a dust-free, all-weather surface;
- b. The use provides parking for adjacent land uses or for park-and-ride transit services;
- c. Overnight parking is prohibited; and
- d. The landscaping standards of section 2.14 are met.

ix. *Structured Parking.*

- 1. D-A and D-B: Structured parking uses may be approved in the D-A, D-B zoning districts if it is demonstrated that:
 - a. The subject property is not more than 1/2 acre in area;
 - b. Vehicular ingress and egress is designed to minimized vehicular-pedestrian conflicts; and
 - c. Either the use does not have frontage on Fifth Street or the ground level of the Fifth Street frontage incorporates permissible hospitality, recreation, and entertainment uses or general commercial uses.
- 2. C-C and C-H52: Structured parking uses may be approved in the C-C and C-H52 zoning districts if it is demonstrated that:
 - a. The use provides parking for adjacent land uses or for park-and-ride transit services; and
 - b. Overnight parking is prohibited.
- 3. P: Structured parking uses may be approved in the P zoning district if it is demonstrated that the use is operated by the Town or another public or quasi-public entity, and provides parking for park-and-ride transit services or for adjacent or remote governmental or recreational facilities.

x. *Passenger Motor Vehicle Sales or Rental.* Passenger motor vehicle sales or rental may be approved in the C-C, C-H52, C-E, BLI, and I zoning districts if it is demonstrated that:

- 1. Not more than one vehicle display pad, which may be elevated up to three feet in height as measured at the highest point, is provided per 100 feet of road frontage.
- 2. No other materials for sale will be displayed between the principal building and the right-of-way.
- 3. Vehicles will be stored on paved parking surfaces.
- 4. No bay door is oriented directly towards residential, public open space, or public right-of-way unless there is an intervening building that blocks the view of the bay door.

5. If washing areas are provided, they are covered and have drains that are connected to the sanitary sewer system. The drains shall be constructed with an oil/water separator, and all treatment facilities shall be approved by the Town Engineer.
- xi. *Heavy Motor Vehicle Sales or Rental.* Heavy motor vehicle sales or rental uses may be approved in the I zoning district if it is demonstrated that the standards that apply to passenger motor vehicle sales or rental uses are met.
- xii. *RV Storage.* RV Storage may be approved in the I zoning district if it is demonstrated that:
 1. The facility is at least three-miles from an existing storage yard, salvage yard, RV storage, or self-storage facility within the Town of Frederick or in another jurisdiction, measured from lot line to lot line;
 2. The facility is designed such that exterior bay doors are screened from adjoining streets or R-E, R-1, R-2, or R-3 zoning district boundaries;
 3. The applicable residential protection standards of section 3.4.12 are met; and
 4. The applicable outdoor storage standards of section 3.4.16 are met.

9. *Utility Uses.*

- a. *Utility Use Table.* The utility land uses that are allowed in each zoning district are set out in Table 3-9, Utility Uses.

Table 3-9 Utility Uses																	
Land Use	Zoning District																
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P	
Battery Energy Storage Systems	L	L	L	L	L	L	L	-	-	-	-	L	L	L	L	-	
Data Center	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	
Overhead Power Lines (110 kV or more)	C	C	C	C	C	C	C	-	-	C	C	C	C	C	C	C	
Photovoltaic Arrays (2 MW or more)	L	L	L	-	-	-	-	-	-	-	-	-	-	-	-	-	L
Utilities, Minor	L	L	L	L	L	L	L	L	L	L	L	L	L	L	P	L	
Utilities, Major	C	C	C	C	C	C	C	-	-	C	C	C	C	C	C	C	

- b. *Use-Specific Standards for Utility Uses.*

- i. *Battery Energy Storage Systems*. Battery energy storage systems may be approved within the A, R-E, R-1, R-2, R-3, R-MH1, R-MH2, C-H52, C-E, BLI, and I zoning districts if it is demonstrated that:
 1. The facility is located within or adjacent to an existing or approved electrical substation or photovoltaic array (2 MW or more), or within 300 feet of same on the same side of the street;
 2. The facility complies with NFPA 1, *Fire Code*, and NFPA 855, *Standard for the Installation of Stationary Energy Storage Systems*;
 3. The cells, modules, units, and installation are certified for compliance with ANSI/CAN/UL 9540, *Energy Storage Systems and Equipment*;
 4. In container-type systems, containers are not stacked;
 5. The facility is enclosed with a seven-foot tall security fence; and
 6. In all zoning districts except A, BLI, and I, the facility is buffered from adjacent arterial and collector streets and residential district boundaries with a landscape strip (outside of the fenced area) that is not less than 15 feet in width, planted with one tree and two shrubs per 35 feet of such boundary, except where tree plantings would interfere with connections between the facility and the electrical substation;
 7. The applicant agrees that prior to construction, the applicant will provide written confirmation that:
 - a. The electric utility provider has approved the facility for connection to the power grid; and
 - b. Easements, if necessary to connect the facility to the power grid, have been secured.
 8. The applicant provides reasonable assurances to the Town that batteries and equipment will be removed from the site at the end of their useful life and recycled or disposed of in accordance with applicable law; and if an outdoor BESS use is terminated, the site will be restored to its original condition.
- ii. *Overhead Power Lines (110 kV or more)*. Overhead power lines (110 kV or more) may be approved in any zoning district other than D-A or D-B if it is demonstrated that:
 1. If required by the Colorado Public Utilities Commission ("PUC"), a certificate of need from the PUC (or an exemption certification) has been issued.

2. To the extent practicable, new transmission lines shall be located within existing transmission easements or routed outside of the Town.
 3. New transmission lines that are not located within existing transmission easements shall be routed to minimize the impact of poles and lines on existing development through spacing between the transmission line and the following uses or infrastructure:
 - a. 300 feet from dwelling units, schools (all types), and places of assembly; and
 - b. 500 feet from arterial streets.
- iii. *Photovoltaic Arrays (2 MW or more)*. Photovoltaic arrays (2 MW or more) may be approved within the A, R-E, R-1, or P zoning districts if it is demonstrated that:
1. The facility is enclosed with a seven-foot tall security fence; and
 2. The applicant agrees that prior to construction, the applicant will provide written confirmation that:
 - a. If the facility is intended to be connected to the power grid, the electric utility provider has approved the facility for such connection; and
 - b. Easements, if necessary to connect the facility to the power grid, have been secured.
 3. The applicant provides reasonable assurances to the Town that equipment will be removed from the site at the end of its useful life and recycled or disposed of in accordance with applicable law; and if photovoltaic array (2 MW or more) use is terminated, the site will be restored to its original condition.
- iv. *Utilities, Minor*. Minor utilities may be approved in any zoning district if it is demonstrated that:
1. There is a need for the minor utility in order to serve residents of the Town, and the proposed location optimizes the delivery of the utility service to customers;
 2. The minor utility is designed and located to mitigate its impact on surrounding land uses in terms of noise, odor, and risk of fire, explosion, or release of hazardous materials or gasses; and
 3. The minor utility is appropriately secured, as determined by the Town Engineer according to applicable industry standards or best practices.

v. *Utilities, Major.* Major utilities may be approved in any zoning district except D-A and D-B if it is demonstrated that:

1. The utility provider demonstrates that there is a need for the major utility in order to serve residents of the Town;
2. The facility is enclosed by a seven-foot tall security fence;
3. The facility is buffered from adjacent arterial and collector streets and residential district boundaries with a landscape strip (outside of the fenced area) that is not less than 25 feet in width, planted with one tree and five shrubs per 35 feet of such boundary (keeping such areas as are necessary for access and connection to overhead power lines clear as required to ensure safe operations);
4. The major utility use is not located in a special flood hazard area; and
5. If the utility is a sewer plant, the subject property is situated in a location that will tend to minimize the impacts of odors on nearby residential uses and zones.

10. *Wireless Telecommunications Uses.*

- a. *Wireless Telecommunications Use Table.* The wireless telecommunications land uses that are allowed in each zoning district are set out in Table 3-10, Wireless Telecommunications Uses.

Table 3-10 Wireless Telecommunications Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Freestanding Communications Tower	C	C	C	C	C	C	C	-	-	C	C	C	C	C	C	C
Alternative Tower Structure	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Small Cell Wireless Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Other Wireless Communications Facilities	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L

- b. *Use-Specific Standards for Wireless Telecommunications Uses.* All wireless communications facilities (“WCFs”) in Table 3-10 are subject to the applicable standards and procedures in this subsection 3.4.10.b.

- i. *General.* WCF includes a ground-mounted base station which must be used as an accessory structure that is connected to an antenna mounted on or affixed to an existing building.

ii. *Height and setbacks.*

1. Roof- or building-mounted commercial mobile radio service ("CMRS") facilities may protrude no more than five feet above the parapet line of the building or structure, nor more than 2.5 feet outside of the building wall unless sufficient screening methods are demonstrated and accepted as part of the approval.
2. Roof- or building-mounted whip antennae of no more than three inches in diameter, in groupings of five or less, may extend up to 12 feet above the parapet wall.
3. All freestanding WCFs shall be set back at least 300 feet from all residentially zoned properties or residential structures on properties otherwise zoned.

iii. *Accessory buildings and facilities.*

1. Accessory buildings located on the ground shall be no larger than 400 square feet and must be constructed of durable, low-maintenance materials that are architecturally compatible and integrated with existing buildings and structures.
2. On sites with greater than 100 cubic feet of cabinet area that is visible from a public right-of-way or residentially zoned or used area, equipment must be enclosed in one or more accessory buildings.
3. Accessory buildings and facilities are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location, or other comparable techniques.

iv. *Building- or roof-mounted facilities.* Building- or roof-mounted facilities are to be screened from public view, either by screening, location or other comparable techniques.

v. *Wireless communications facilities in public rights-of-way or on public property.*

1. Permission to use right-of-way ("ROW") or public property. For WCFs in the ROW, the applicant shall execute a nonexclusive license to use the public ROW in a form approved by the Town Attorney.
2. Attachment of WCFs on an existing traffic signal, streetlight pole, or similar structure shall require written evidence of a license, or other legal right or approval, to use such structure by its owner.

3. Prior to, or concurrently with, seeking land use approval for a WCF on public property that is not in the ROW, the applicant shall execute a lease agreement with the Town.
- vi. *Operation and maintenance.* To ensure the structural integrity of WCFs, the WCF's owner shall ensure that it is maintained in compliance with the standards contained in applicable building and safety codes. If, upon inspection, the Town concludes that a WCF fails to comply with such codes and constitutes a danger to persons or property, then, upon written notice being provided to the owner of the WCF, the owner shall have 30 days from the date of notice to bring such WCF into compliance. Upon good cause shown by the owner, the Town's Building Official may extend such compliance period not to exceed 90 days from the date of said notice. If the owner fails to bring the WCF into compliance within said time period, the Town may remove such WCF at the owner's expense.
- vii. *Abandonment and removal.*
 1. Any WCF that is not operated for a continuous period of six months shall be considered abandoned. If a WCF has not been in use for a period of three months, the owner of the WCF shall notify the Town of the nonuse and shall indicate whether reuse is expected within the ensuing three months.
 2. The Town, in its sole discretion, may require an abandoned WCF to be removed. The owner of such WCF shall remove the same within 30 days of receipt of written notice from the Town. If such WCF is not removed within said 30 days, the Town may remove it at the owner's expense and any approved permits for the WCF shall be deemed to have expired. Additionally, the Town, in its sole discretion, shall not approve any new WCF application until the applicant who is also the owner or operator of any such abandoned WCF has removed such WCF or payment for such removal has been made to the Town.
- viii. *Camouflage/concealment.*
 1. All WCFs and any transmission equipment shall, to the extent possible, use camouflage design techniques including, but not limited to, the use of materials, colors, textures, screening, undergrounding, or other design options that will blend the WCF to the surrounding natural setting and/or built environment. Design, materials, and colors of WCFs shall be compatible with the surrounding environment. Designs shall be compatible with structures and vegetation located in the public right-of-way and on adjacent parcels.

2. Camouflage design may be of heightened importance where findings of particular sensitivity are made (e.g., proximity to historic or aesthetically significant structures, views, and/or community features). Should the Director determine that WCFs are located in areas of high visibility, they shall (where possible) be designed (e.g., camouflaged, placed underground, depressed, or located behind earth berms) to minimize their profile at the request of the Director.
 3. The camouflage design may include the use of alternative tower structures should the Director determine that such design meets the intent of this Code and the Town is better served thereby.
 4. All WCFs shall be constructed out of or finished with nonreflective materials (visible exterior surfaces only).
- ix. *Hazardous materials.* No hazardous materials shall be permitted in association with WCFs, except those necessary for the operations of the WCF and only in accordance with all applicable laws governing such materials.
 - x. *Collocation.* To the extent reasonably feasible based upon construction, engineering and design standards, WCF structures shall be designed and constructed to permit the facility to accommodate WCFs from at least two wireless service providers on the same WCF structure unless the Town approves an alternative design. No WCF owner or operator shall unreasonably exclude a telecommunications competitor from using the same facility or location. Upon request by the Director, the owner or operator shall provide evidence explaining why collocation is not possible at a particular facility or site.
 - xi. *Lighting.* WCFs shall not be artificially lighted, unless required by the Federal Aviation Administration ("FAA") or other governmental authority with jurisdiction, or the WCF is mounted on a light pole or other similar structure primarily used for lighting purposes. If lighting is required, the Town may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.
 - xii. *Noise.* Noise generated on the site must not exceed the levels permitted in this Code, except that a WCF owner or operator shall be permitted to exceed Code noise standards for a reasonable period of time during repairs, not to exceed two hours without prior authorization from the Town.
 - xiii. *Landscaping and fencing requirements (excluding building-mounted WCFs, alternative tower structures, and small cells in the ROW).*

1. WCFs shall be landscaped with a buffer of irrigated plant materials that effectively screen the view of the WCF from adjacent residential property. The standard buffer shall consist of the front, side, and rear landscaped setback on the perimeter of the site.
 2. Fencing for screening is required. The fencing or screening material shall meet the standard of the zoning district in which the WCF will be located. In no case may fencing material be wire.
 3. No trees larger than four inches in DBH may be removed, unless authorized by the Planning Director. To obtain such authorization, the applicant shall show that tree removal is necessary, the applicant's plan minimizes the number of trees to be removed, and any trees removed are replaced at a ratio of two to one (2:1) to a total caliper of the removed trees. Additional landscaping required by the Town will be maintained at the expense of the owner of the WCF.
- xiv. *Base stations.* If an antenna is installed on a structure other than a tower or alternative tower structure, such as a base station (including, but not limited to, the antennas and accessory equipment), it shall be of a neutral, non-reflective color that is identical to, or closely compatible with, the color of the supporting structure, or uses other camouflage/concealment design techniques so as to make the antenna and related facilities as visually unobtrusive as possible, including, for example, without limitation, painting the antennas and accessory equipment to match the structure. Additionally, any ground-mounted equipment shall be located in a manner necessary to address both public safety and aesthetic concerns in the reasonable discretion of the Director, and may, where to the extent reasonably feasible based upon construction, engineering, and design standards, require a flush-to-grade underground equipment vault.
- xv. *Alternative tower structures not in the ROW.* Alternative tower structures shall be located, designed, and constructed as follows:
1. The structure shall be sited in a manner that evaluates the proximity of the facility to residential structures and residential district boundaries;
 2. Siting decisions shall take into consideration the uses on adjacent and nearby properties and the compatibility of the facility to these uses, as well as the impact on the surrounding area of the proposed ingress and egress, if any;
 3. The structure shall resemble a building, facility, or structure that is typically found in the surrounding area, and shall be architecturally compatible with the surrounding area; or the

structure shall be camouflaged/concealed consistent with other existing natural or manmade features in the surrounding area;

4. The height or size of the proposed structure shall be minimized as much as possible; and
5. The structure shall be designed and constructed in a manner that is compatible with the surrounding topography, tree coverage, and foliage, and with the overall design of the site, with particular reference to optimization of design characteristics that have the effect of reducing or eliminating visual obtrusiveness.

xvi. *Alternative tower structures in the ROW.* Alternative tower structures and associated small cells or micro cells may be deployed in the ROW through the utilization of streetlight poles, distribution lines, utility poles, traffic signals or similar structures. Such facilities shall remain subject to the alternative tower structures standards of approval set out above, and subject to the following additional design criteria:

1. To the extent that an alternative tower structure is a vertical structure located in the ROW, with respect to its pole-mounted components, it must be located on or within an existing utility pole serving another utility.
2. With respect to its pole components, such components shall be located on or within a new utility pole where other utility distribution lines are aerial, if there are no reasonable alternatives, and the applicant is authorized to construct the new utility poles, provided that to the extent reasonably feasible, such alternative tower structures shall be:
 - a. Consistent with the size and shape of the poles and pole-mounted equipment installed by communications companies on utility poles near the structure; and
 - b. Sized to minimize the negative aesthetic impacts to the public right-of-way.
3. Alternative tower structures shall be designed such that antenna installations on traffic signal standards are placed in a manner so that the size and appearance of the signal will not be considerably altered, and its function will not be impaired.
4. Any ground-mounted equipment shall be located in a manner necessary to address both public safety and aesthetic concerns in the reasonable discretion of the Director, and may, where to the extent reasonably feasible based upon construction, engineering, and design standards, require a flush-to-grade underground equipment vault.

5. Vehicular circulation or parking within the right-of-way and vehicular, bicycle, or pedestrian access or visibility along the right-of-way shall not be impeded. The alternative tower structure must comply with the Americans with Disabilities Act ("ADA") and every other local, state, and federal law and regulation. No alternative tower structure may be located or maintained in a manner that causes unreasonable interference. "Unreasonable interference" means any use of the right-of-way that disrupts or interferes with its use by the Town, the general public, or other person authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities, and any other activity that will present a hazard to public health, safety, or welfare.
6. The pole or structure is not more than five feet taller (as measured from the ground to the top of the pole) than any existing utility or traffic signal pole within a radius of 500 feet from the pole or structure.
7. Any such pole shall in no case be higher than 30 feet.
8. Any such pole shall be separated from any other pole, accessory equipment, or WCF in the ROW by a distance of at least 500 feet unless deployed on an existing structure or replacement pole in the public right-of-way. The Director may exempt an applicant from these requirements if the Director determines, when considering the surrounding topography, the nature of adjacent uses and nearby properties, and the height of existing structures in the vicinity, that placement of a WCF at a distance less than 500 feet from another WCF will meet the intent of reducing visibility and visual clutter of WCFs to the extent possible.
9. To the extent reasonably feasible, collocations are required in order to limit the number of poles within the right-of-way.
10. Equipment enclosures shall be located out of view as much as possible and shall comply with Town criteria (e.g., sight line criteria).
11. When placed near a residential property, the WCF shall be placed adjacent to the common side yard property line between adjoining residential properties, such that the WCF minimizes visual impacts equitably among adjacent properties. In the case of a corner lot, the WCF may be placed adjacent to the common side yard property line between adjoining

residential properties, or on the corner formed by two intersecting property lines. If these requirements are not reasonably feasible from a construction, engineering, or design perspective, the applicant may submit a written statement to the Director requesting the WCF be exempt from these requirements.

xvii. *Towers.*

1. Towers shall either maintain a galvanized steel finish, or, subject to any applicable FAA standards, be painted a neutral color so as to reduce visual obtrusiveness as determined by the Town.
2. Tower structures should use existing land forms, vegetation, and structures to aid in screening the facility from view or blending in with the surrounding built and natural environment.
3. Monopoles shall taper from the base to the top.
4. All towers, excluding alternative tower structures in the right-of-way, shall be enclosed by security fencing or wall at least six feet in height and shall also be equipped with an appropriate anti-climbing device consistent with Town Code.

xviii. *Related accessory equipment.* Accessory equipment for all WCFs shall meet the following requirements in addition to any other applicable standards of this subsection 3.4.10.b.:

1. All buildings, shelters, cabinets, and other accessory components shall be grouped as closely as technically possible.
2. The total footprint coverage area of the WCF's accessory equipment shall not exceed 350 square feet, unless otherwise approved by the Director;
 - a. No related accessory equipment or accessory structure shall exceed 15 feet in height;
 - b. Accessory equipment, including but not limited to remote radio units, shall be located out of sight whenever possible by locating behind parapet walls or within equipment enclosures. Where such alternate locations are not available, the accessory equipment shall be camouflaged or concealed.

xix. *Abandonment and removal.* Prior to approval, affidavits shall be required from the owner of the property and from the applicant acknowledging that each is responsible for the removal of a WCF that is abandoned or is unused for a period of six months.

- xx. *Decision.* Any decision to approve, approve with conditions, or deny an application for a WCF shall be in writing and supported by substantial evidence related to regulations and restrictions, as detailed herein, in a written record. The applicant shall receive a copy of the decision.
- xxi. *Compliance with applicable law.* Upon approval, all work done pursuant to WCF applications must be completed in accordance with all applicable building, structural, electrical, and safety requirements as set forth in Town Code and any other applicable laws or regulations. In addition, all WCF applications shall:
 - 1. Comply with any permit or license issued by a local, state, or federal agency with jurisdiction of the WCF;
 - 2. Comply with easements, covenants, conditions and/or restrictions on or applicable to the underlying real property;
 - 3. Be maintained in good working condition and to the standards established at the time of application approval; and
 - 4. Remain free from trash, debris, litter, graffiti, and other forms of vandalism. Any damage shall be repaired as soon as practicable, and in no instance more than 10 calendar days from the time of notification by the Town or after discovery by the owner or operator of the site. Notwithstanding the foregoing, any graffiti on WCFs located in the rights-of-way or on other Town-owned property may be removed by the Town at its discretion, and the owner and/or operator of the WCF shall pay all costs of such removal within 30 days after receipt of an invoice from the Town.
 - 5. Compliance report. Upon request by the Town, the applicant shall provide a compliance report within 45 days after installation of a WCF demonstrating that, as installed and in operation, the WCF complies with all conditions of approval, applicable Code requirements and standard regulations.
- xxii. *Conditional mitigation measures; co-location.*
 - 1. The Town encourages co-location of wireless telecommunications facilities to minimize the number of sites.
 - 2. No WCF owner or operator shall unfairly exclude a competitor from using the same facility or location. Unfair exclusion of use by a competitor may result in the revocation of the use by conditional review or site development plan.

11. *Agricultural Uses.*

- a. *Agricultural Use Table.* The agricultural land uses that are allowed in each zoning district are set out in Table 3-11, Agricultural Uses.

Table 3-11 Agricultural Uses																
Land Use	Zoning District															
	A	R-E	R-1	R-2	R-3	R-MH1	R-MH2	D-A	D-B	C-N	C-C	C-H52	C-E	BLI	I	P
Agritainment	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Agriculture	P ¹	P ¹	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Common Equestrian Stabling and Grazing	L	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TABLE NOTE: ¹ If the commercial agriculture use involves the keeping of animals (including bees), limited use review ("L") applies.																

- b. *Use-Specific Standards for Agricultural Uses.* Agritainment, commercial agriculture (when reviewed as a limited use), and common equestrian stabling and grazing may be approved if it is demonstrated that:
- i. If the use involves the keeping of horses, cattle, llamas, buffalo, beefalo, or sheep, the subject property must have been used for grazing of such animals for a period of not less than two years immediately prior to annexation, and animal density is limited to:
 1. Two per acre for horses, cattle, llamas, buffalo, and beefalo, and at least one-half (1/2) acre of pasture is required for each such animal.
 2. Three per acre for sheep.
 - ii. Corrals, if any, are spaced at least 100 feet from any existing residence or retail sales building (if a residence or retail sales building is constructed or relocated on the subject property, the corral must be relocated to maintain the 100-foot spacing).
 - iii. Apiaries, if any, comply with the requirements set out in section 3.4.22.

12. Residential Protection Standards.

- a. *Purpose.* The purpose of the residential protection standards is to promote the public health, safety, and welfare by protecting existing residential uses and established residential neighborhoods from the potentially adverse visual, noise, light, traffic, and other impacts arising from the development of certain new commercial, retail, industrial, or institutional/civic uses in close proximity. Accordingly, these standards seek to create a "transition area" between the edges of nonresidential and residential zoning districts and uses.
- b. *Measurement of Minimum Distances.* All required minimum distances set forth shall be measured from the nearest property line of one designated location to the nearest property line of the other designated location along a

straight line extended between the two points without regard to intervening structures.

c. *Limitations on Permitted Uses.*

- i. Unless specifically exempt pursuant to this section 3.4, notwithstanding any other provision of this section 3.4 (including Tables 3-1, 3-2, and 3-4 through 3-11, inclusive), the uses specified in Table 3-12, Residential Protection Spacing Standards, shall not be established or developed within the distance specified below of an existing residential use or of a residential zoning district boundary.
- ii. Residential zoning districts, for the purposes of this standard, shall include residential portions of a mixed-use development that are not located on the same lot as a non-residential use.
- iii. Nothing in this subsection shall be interpreted to prohibit a lawfully operating use listed below from continuing its operation, if subsequent to the listed use's establishment, a residential use or zone district, or other protected use, is established or locates within the distances specified below.

Table 3-12 Residential Protection Spacing Standards			
Land Use Category / Land Use	Required Spacing From . . .		
	R-E, R-1, R-2, R-3, R-MH1, and R-MH2 zoning district boundaries	Existing or approved residential uses in . . .	
		C-E zoning district	all other zoning districts
Hospitality, Recreation, and Entertainment Uses			
Adult-Oriented Use	1,000 ft.	1,000 ft.	1,000 ft.
Bar, Tavern, or Nightclub	250 ft.	250 ft.	N/A
Indoor firing or gun range	250 ft.	250 ft.	250 ft.
Outdoor Commercial Amusement	500 ft.	500 ft.	N/A
Outdoor Firing or Gun Range	1,000 ft.	1,000 ft.	1,000 ft.
Outdoor Stadium, Arena, Amphitheater, or Drive-In Theater	1,000 ft.	N/A	N/A
Race Track	1,000 ft.	1,000 ft.	1,000 ft.
Restaurant with Drive-In or Drive- Through Facilities	250 ft.	250 ft.	N/A
Zoo	1,000 ft.	1,000 ft.	1,000 ft.
General Commercial Uses			
Convenience Lending	250 ft.	250 ft.	N/A
Pawnbroker	250 ft.	250 ft.	N/A
Retail sales and services – liquor stores	250 ft.	250 ft.	N/A
Retail sales and services – outdoor sales	250 ft.	250 ft.	N/A
Veterinary and Domestic Animal Uses			
Kennel, Indoor	125 ft.	125 ft.	N/A
Kennel, Outdoor	250 ft.	250 ft.	N/A
Veterinary Facilities, Large Animal Clinic	250 ft.	250 ft.	N/A
Community, Civic, Educational, and Institutional Uses			
Prison or Jail	1,000 ft.	1,000 ft.	1,000 ft.

Table 3-12 Residential Protection Spacing Standards			
Land Use Category / Land Use	Required Spacing From . . .		
	R-E, R-1, R-2, R-3, R-MH1, and R-MH2 zoning district boundaries	Existing or approved residential uses in . . .	
		C-E zoning district	all other zoning districts
Industrial, Processing, Recycling, Storage, and Disposal Uses			
Composting Facility	1,000 ft.	1,000 ft.	1,000 ft.
Disposal Facility	1,000 ft.	1,000 ft.	1,000 ft.
Heavy Industry	500 ft. (or separated by arterial street)	500 ft. (or separated by arterial street)	500 ft.
Heavy Logistics Center	500 ft.	500 ft.	N/A
Resource Extraction (Minerals)			
Resource Extraction (Oil and Gas)			
Salvage Yard	1,000 ft.	1,000 ft.	1,000 ft.
Storage Yard	500 ft.	500 ft.	500 ft.
Waste Transfer Station	1,000 ft.	1,000 ft.	1,000 ft.
Motor Vehicle and Transportation Uses			
Fueling, Fast-Charging, or Service Station	250 ft.	250 ft.	N/A
Light Motor Vehicle Repairs and Service	250 ft.	250 ft.	N/A
Heavy Motor Vehicle Repairs and Service	500 ft.	500 ft.	500 ft.
Truck Stop	500 ft.	500 ft.	500 ft.
Heliport	1,000 ft.	1,000 ft.	1,000 ft.
Helistop	1,000 ft.	1,000 ft.	1,000 ft.
Motor Vehicle Wash	250 ft.	250 ft.	N/A
Passenger Motor Vehicle Sales or Rental	250 ft. / 500 ft. from any outdoor repair or maintenance activities	250 ft. / 500 ft. from any outdoor repair or maintenance activities	N/A
Heavy Motor Vehicle Sales or Rental	250 ft. / 500 ft. from any outdoor repair or maintenance activities	250 ft. / 500 ft. from any outdoor repair or maintenance activities	N/A
Bus or Taxi Terminal, On-Demand Transportation Dispatch	250 ft.	N/A	N/A
RV Storage	500 ft.	500 ft.	N/A

d. *Development and Operational Standards.*

- i. *Applicability.* Land uses that are subject to residential protection standards, but not specifically identified in Table 3-12, Residential Protection Spacing Standards, are subject to these standards (in addition to applicable use and development standards stated in this Article and Article 2) when the proposed use is located either within or within 250 of a R-E, R-1, R-2, R-3, R-MH1, or R-MH2 zoning district boundary.
- ii. *Conflicting Provisions.* When the provisions of this subsection conflict with the provisions found in other sections of this Code, the provision that the director determines is more protective of existing residential uses shall apply.
- iii. *Operational Standards.*

1. Seating and food service may be provided on an outside patio or enclosure of a restaurant use, provided the patio or enclosure is no more than one-third the gross floor area of the principal use.
 2. Outdoor seating and food service must close by 10:00 p.m. Outside activity shall not be conducted between the hours of 10:00 p.m. and 7:00 a.m., and no delivery, loading, privately-contracted trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the Applicant submits evidence that such operations comply with the noise standards in Chapter 10-198 of the Municipal Code.
- e. *Parking, Access, and Circulation Standards.* The off-street parking area for the use shall be a minimum of 15 feet from the lot line of adjacent properties zoned for residential purposes. The parking area shall be landscaped according to section 2.14 and screened to prevent glare from vehicle headlights from intruding on adjacent residential properties.
- f. *Review of Uses Subject to this Subsection.*
- i. Uses Permitted By-Right ("P") or by Limited Use Approval ("L").
 1. *Review Process.* Uses subject to these residential area protection standards that are otherwise permitted by-right ("P") shall be reviewed according to the procedure stated in Article 4, "Site Plan," of this Land Use Code. At the Planning Director's discretion, based on consideration of the proposed use's potential impacts on nearby residential uses or zoning districts, full conditional use review may be required for any permitted by-right or limited use.
 2. *Review Criteria.* All by-right uses subject to this provision shall be approved, approved with conditions, or denied based on their compliance with both the standards stated in this subsection for residential area protection, and the general review criteria and standards applicable to a Site Plan.
 - ii. *Conditional Uses.* Uses subject to these residential area protection standards that are permitted as conditional uses ("C") shall be reviewed and approved according to Section 4.9, Conditional Uses. Approval or denial of the use shall be based on its compliance with both the standards stated in this subsection for residential area protection, and the general and applicable specific review criteria and standards stated in Section 4.9.
13. *Accessory Uses and Accessory Buildings (Except Accessory Dwelling Units and Home Occupations).*
- a. All accessory buildings and uses:

- i. Shall be subject to the general, dimensional, operation, and use-specific regulations stated in this article. In the case of any conflict between the standards of this section and any other requirement of this Code, the standards in this section shall control.
 - ii. Must be reasonably and customarily incidental to the principal use and structure.
 - iii. Must be located on the same lot as the principal use and structure.
 - iv. Must be constructed concurrently or following construction of the principal use or structure, except for accessory dwelling units and caretaker units which must have a valid permit issued for the associated principal structure.
 - v. Shall not create a combination of uses, which is the combination of two principal uses. Combination uses will not meet the above standard in terms of being subordinate or providing service to the principal use.
 - vi. Must meet the restrictions on pervious surfaces as outlined in Article 2.
- b. *Accessory uses.* Accessory uses must be subordinate in the area of the footprint, size, and purpose to the principal use.
- c. *Accessory buildings.*
 - i. In the A zoning district:
 - 1. Accessory buildings are those buildings not related to the primary agricultural use such as barns or storage buildings for agricultural products. Garages for non-agricultural vehicles and other similar non-agricultural buildings are required to meet these standards.
 - 2. Accessory buildings shall have a maximum footprint of 5,000 square feet.
 - 3. The maximum height of the accessory building is the maximum height of the underlying zoning district.
 - ii. In all other zoning districts, the maximum total footprint of all accessory buildings is 90 percent of the footprint of the principal building, and the maximum height of accessory buildings is the same as the maximum height for principal buildings in the underlying zoning district.

14. *Home Occupations.* Home occupations are subject to the following standards:

- a. Medical, dental and real estate offices are not permitted as home occupations.

- b. In addition to the family occupying the dwelling containing the home occupation, there shall not be more than one outside employee in the home occupation.
- c. The employee and clients may park in on-street curbside parking spaces.
- d. The home occupation shall not exceed 1,000 square feet or 30 percent of the total square footage of the dwelling, whichever is less, or can be located in an accessory building not to exceed 500 square feet.
- e. All exterior aspects of the home occupation operation shall not disrupt the residential character of the area.
- f. The maximum number of clients which may visit the home occupation per day is 10.

15. *Accessory Dwelling Units.* Accessory dwelling units (“ADUs”) are subject to the following standards:

- a. A, R-E, R-1, and R-2 zoning districts: One ADU is allowed as an accessory to each single-family detached principal use in an A, R-E, R-1, or R-2 zoning district, provided that it is located on the same lot as the principal use, and subject to the following limitations on floor area:
 - i. In the A and R-E zoning districts --
 - 1. Min. floor area: 500 sf.
 - 2. Max. floor area: 50 percent of the total floor area of the principal building.
 - ii. In the R-1 and R-2 Zoning Districts --
 - 1. Min. floor area: 500 sf.
 - 2. Max. floor area: 1,000 sf.
- b. BLI and I zoning districts: One ADU may be allowed as an accessory use, provided that it is located on the same lot as the principal use, and the applicant demonstrates the need for the ADU in order to provide for security or ensure safe operation of the use.

16. *Outdoor Storage.*

- a. All buildings on the site shall incorporate three different types of cladding materials, resulting in significant variation in the building facades, and the building materials used for buildings, roofs, and other structures are compatible with the desired character of the zone.
- b. All storage, equipment, and refuse areas shall be concealed from view from less intensive land uses, residential areas, abutting public rights-of-way and trails or trail corridors.
- c. All storage facilities shall be concealed through the use of a solid fence or wall that shall not have an uninterrupted length exceeding 50 feet. The

maximum height of the fence shall be eight feet. Pilasters, brick, texture transitions and stepping of the fence planes are required. The use of additional trees and berming that provide year-round screening of a sufficient height to further conceal all stored materials is required to prevent visual impacts on neighboring businesses, residential uses and the streetscape.

- d. Storage shall not be permitted within any applicable setback, public right-of-way or in landscaped areas.
- e. A minimum of 25 percent of the site must be maintained in live landscaped area.
- f. A 50-foot wide landscaped buffer is required along all perimeter streets if storage is adjacent to the right-of-way.
- g. A mechanism for long-term maintenance of all fencing is required (i.e., owners' association, development agreement, or covenants).
- h. Outdoor loudspeaker systems are prohibited.

17. Use of Storage Containers.

- a. The use of storage containers shall be limited as provided in Table 3-13, Use of Storage Containers.

Table 3-13 Use of Storage Containers		
Zoning District	Number of Permanent or Transitory Containers Permitted on Subject Property	Additional Regulations
R-E, R-1, R-2, R-3, R-MH1, R-MH2, C-N, C-C, C-H52, C-E, D-A, D-B, and P	0	(c)
BLI and A	1/acre	(a), (b)
I	4/acre	(a), (b)

- b. Permanent containers are containers that remain on the subject property at all times. Permanent containers in the BLI, I, and A zoning districts are considered an accessory structure. Permanent containers shall be:
 - i. Identified on an approved site plan and located in an outdoor storage area that meets the requirements set out in section 3.4.16;
 - ii. Situated such that they meet all setbacks (contiguous lots under single ownership may be considered a single lot for this purpose) and are outside of all easements;
 - iii. Permanently anchored in accordance with the Building Code (a building permit is required);
 - iv. Painted to complement the principal building;
 - v. Accessible only to the landowner or employees of the business on the subject property; and
 - vi. Arranged so that they are not stacked.

- c. Transitory containers are containers that are not consistently kept on the subject property. These containers are not considered an accessory structure as they come and go from the site.
 - i. In the BLI, I, and A zoning districts, transitory containers:
 1. Shall not be present on the subject property for a period of more than 180 consecutive days;
 2. Shall be located in an outdoor storage area that meets the requirements set out in section 3.4.16;
 3. Shall be situated such that they meet all setbacks (contiguous lots under single ownership may be considered a single lot for this purpose) and are outside of all easements;
 4. Shall be accessible only to the landowner or employees of the business on the subject property.
 5. Shall be arranged so that they are not stacked.
 - ii. In all other zoning districts, transitory containers used for temporary on-site storage shall not be present on the subject property for more than 30 days per year, unless they are:
 1. Used for temporary storage of construction materials or equipment in conjunction with a valid building permit; or
 2. Allowed in conjunction with an approved temporary use.

18. *Stacking and Design Standards for Drive-In and Drive-Through Facilities.* The standards of this subsection apply to land uses that include drive-in, drive-through, and “app through” facilities, but not to land uses that provide curbside pick-up services.

- a. *Minimum Number of Vehicle Stacking Spaces.* Off-street stacking spaces shall be provided as set out in Table 3-14, Minimum Number of Vehicle Stacking Spaces by Land Use.

Table 3-14 Minimum Number of Vehicle Stacking Spaces by Land Use		
Activity Type	Minimum Stacking Spaces	Measured From ¹
Bank teller lane	4	Teller or Window
Automated teller machine	3	Automated Teller Machine
Restaurant drive-through	6	Order Box
Restaurant drive-through	4	Order Box to Pick-Up Window
Vehicle wash stall, automatic	4	Entrance
Vehicle wash stall, self-service	3	Entrance
Funeral home/mortuary	4	Primary Passenger Loading Area for Processions
All other drive-through facilities	4	Pick-Up Window
TABLE NOTE: ¹ Measured so that the driver’s side window is centered on the teller, order box, or window, as applicable.		

- b. *Design and Layout.* Required drive-through lanes and facilities and vehicle stacking spaces are subject to the following design and layout standards:
 - i. *Vehicle Stacking Spaces.*
 - 1. *Size.* The minimum dimensions of vehicle stacking spaces must be nine feet by 20 feet.
 - 2. *Location.* Stacking spaces may not impede on- or off-site traffic movements, nor impede movements into or out of off-street parking spaces.
 - 3. *Design.*
 - a. Stacking spaces shall be separated from other internal driveways by raised medians if the Town Engineer deems the median necessary for safe and efficient traffic movement.
 - b. Vehicle stacking areas adjacent to public streets or sidewalks shall be separated from such streets or sidewalks by walls or landscaping with berms.
 - ii. *Drive-In (Drive-Through) Facilities and Lanes.*
 - 1. *Location and Screening.*
 - a. Drive-in facilities (order stations, pick-up windows, bank teller windows, money machines, etc.) shall be located on the side or rear of principal structures to minimize their visibility from public streets.
 - b. To the maximum extent practicable, drive-in lanes shall not be located between the primary structure and adjacent public streets or sidewalks. If this is not possible, drive-in lanes and facilities shall be set back a minimum of 20 feet from any adjacent public street or sidewalk. The entire 20-foot setback must be landscaped and bermed to screen the drive-in lane and facility from adjacent streets.
 - c. Drive-in lanes adjacent to public streets or sidewalks shall be separated from such streets or sidewalks by walls or landscaping with berms.
 - d. Vehicle wash facilities and gas station auto service bays shall be located on the side or rear of principal structures to minimize their visibility from public streets.
 - e. In addition to any buffering required by Article 2, drive-in lanes adjacent to residential uses shall be separated from such uses by an opaque wall at least six feet high,

located so that required buffer landscaping is between the wall and the adjacent residential use.

19. *Design and Performance Standards for Nonresidential Uses in the C-E Zoning District.*

- a. *Limit on use outside buildings.* Except for off-street parking and loading areas, all outdoor storage shall be screened above and beyond what is required in other zoning districts as determined in this Land Use Code.
- b. *Building design.*
 - i. To the extent reasonably feasible, industrial buildings shall provide a primary entrance that faces and opens directly onto the adjacent street sidewalk or a walkway, plaza or courtyard that has direct linkage to the street sidewalk without requiring pedestrians to cross any intervening driveways or parking lots.
 - ii. Notwithstanding section 3.4.19.b.i., above, buildings may orient away from the street if the development provides a campus or park-like development block with a unifying, formative internal framework of outdoor spaces and connecting walkways that function as an alternative to street sidewalks by connecting buildings within the site and directly connecting to common destinations in the district (such as transit stops, restaurants, child care facilities and convenience shopping centers). Such an internal network shall provide direct pedestrian access to the street sidewalk.
- c. Buildings shall be clad with one or more of the following materials: brick, CMU block, wood, vinyl, stucco, stone and other materials similar in type.
- d. Prefabricated buildings and metal buildings are not permitted.

20. *Seasonal Sales.* Seasonal Sales refers to temporary commercial uses that typically conduct business on vacant land, parking areas, public rights-of-way or other appropriate spaces during particular times of the year. Such uses shall include but not be limited to fireworks stands, Christmas tree lots and produce stands. Seasonal Sales uses shall be allowed to operate for a maximum of 90 days from the time a permit is issued. The proposed business may be subject to other regulations (fire, building, use of public spaces/right-of-way, health, etc.), and other permits or permissions may be required by other Town departments, outside agencies or private property owners.

21. *Backyard Chickens.* Backyard chickens may be kept in conjunction with an established single-family residence with the following conditions:

- a. Up to six hens may be kept. Roosters are not permitted.
- b. Backyard chickens shall be located within a designated chicken coop and chicken run that shall meet the following requirements:
 - i. The chicken coop and chicken run shall be located in the rear or backyard of a residential property.

- ii. Neither the coop nor run, nor any part thereof, shall be located between the rear of the principal structure and the front yard lot line.
 - iii. The coop shall have a minimum five foot setback from any side or rear property line.
 - iv. Coops shall be predator-resistant, incorporating a solid covered roof.
 - v. Water shall be provided on site and accessible to chickens at all times.
 - vi. During daylight hours, the chickens shall have access to a chicken run that is adequately fenced and protected from predators and shall also have access to a chicken coop.
 - vii. From dusk until dawn, chickens shall be protected from predators by being enclosed within a chicken coop.
 - viii. The maximum chicken coop size is 100 square feet.
 - ix. A minimum of four square feet of space per chicken shall be provided in both the coop and the run.
 - x. The maximum height of a coop shall be no more than seven feet at the highest point of the roof.
 - c. Chicken coops and chicken runs shall be maintained and shall be regularly cleaned to control dust, odor, and waste, and not constitute a nuisance, safety hazard, or health problem to surrounding properties.
 - d. No on-site slaughtering is allowed.
 - e. Chicken feed shall be stored in a resealable, airtight, predator-proof container or indoors.
 - f. Chicken waste shall be stored in a resealable, airtight, predator-proof container.
 - g. A license is required for the keeping of backyard chickens. The license is issued once. Renewal is not required.
 - h. Many homeowner association covenants do not allow poultry of any kind. The Town of Frederick encourages residents to research their individual homeowner association regulations.
22. *Apiaries/Beekeeping.* Apiaries/beekeeping is permissible as an accessory use to a single-family detached use. A Town-issued license is required. License applications shall be granted upon demonstration that the standards of this subsection will be met. Once issued, licenses are perpetual, but may not be transferred. Licenses may be revoked upon noncompliance with the standards of this subsection.
- a. Maximum hives permitted.
 - i. A zoning district:
 - 1. Property less than five acres in size, 12 hives.

2. Property five or more acres in size, no maximum.
 - ii. R-E zoning district: 4 hives.
 - iii. R-1 zoning district: 2 hives.
 - iv. R-2, D-A, and D-B zoning districts: 2 hives, provided that the lot area is at least 5,000 square feet and the primary use is single-family detached.
- b. Bee colonies shall be kept in hives with movable frames, which shall be kept in sound and usable condition.
- c. Hives must be located in the rear yard, at least five feet from a property line.
- d. A fresh supply of water shall be provided for all hives.
- e. Africanized bees and hybrids of Africanized bees are prohibited.

23. Medical Marijuana Cultivation and Processing by Caregivers and Patients.

- a. Medical marijuana caregivers and medical marijuana patients may grow up to six plants in a dwelling unit in the A, R-E, R-1, R-2, R-3, R-MH1, R-MH2, D-A, and D-B zoning districts.
- b. If approved by the State of Colorado, Medical marijuana caregivers and medical marijuana patients may grow more than six plants, but not more than 99 plants, in an enclosed building in the I zoning district, provided that the outer walls of the building are spaced not less than 500 feet from:
 - i. An R-E, R-1, R-2, R-3, R-MH1, or R-MH2 zoning district boundary;
 - ii. Land within the C-E zoning district that is used or approved for residential purposes; and
 - iii. Existing residential lot lines in any other zoning district.

Section 3. Sec. 4.11, Specific Requirements and Review Standards for Administrative Applications, Town of Frederick Land Use Code, is amended to add subsection 7 after subsection 6, as follows (strikethrough represents deleted text, underline means added text, and * * * means large blocks of unmodified text):

* * *

7. *Limited use.*

- a. *General.* The limited use review process applies to those uses that are designated in Tables 3-1 through 3-10, inclusive, as limited uses ("L").
- b. *Review procedure.* Applications for limited use approval are processed using the core procedure for review of administrative applications, set out in Section

4.10. Such applications shall be processed with a site plan (see Section 4.11.1) or plot plan (see Section 4.11.3), as applicable to the use.

c. *Review criteria.* The Planning Director may approve a limited use only upon finding that all applicable standards of this Code, including the use-specific standards of Section 3.4, are met.

Section 4. Codification Amendments. The codifier of the Frederick Land Use Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this ordinance into the Frederick Land Use Code.

Section 5. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 7. Effective Date. This Ordinance shall become effective immediately.

Section 8. Necessity. The Board of Trustees of the Town of Frederick finds that this Ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Frederick.

Section 9. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS __ DAY OF _____, 2023.

ATTEST:

TOWN OF FREDERICK

By _____ By _____
Meghan Martinez, CMC, Town Clerk Tracie Crites, Mayor



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MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
JANUARY 5, 2023
6:00 PM

CALL TO ORDER: At 6:10 p.m., Vice Chair Conroy called the meeting to order and requested roll call.

ROLL CALL:

- Present: Vice Chair Conroy, Commissioner Kelly, Commissioner Scott, Commissioner Sammartino.
- Not present: Chairperson Moe, Alternate Commissioner Mahoney.
- Staff: Planning Manager Ali van Deutekom, Land Use Attorney Todd Messenger, Land Use Attorney Christine Francescani, Town Clerk Meghan Martinez, Deputy Town Clerk Kelly Green, and Assistant Town Clerk Emily Nitcher.

APPROVAL OF AGENDA:

APPROVAL OF DECEMBER 15, 2022 MINUTES:

Motion by Commissioner Kelly and seconded by Commissioner Sammartino to approve the December 15, 2022 Minutes.

Upon roll call vote, motion passed 4 to 0.

Amendments to Articles 1, 3 and 4 of the Frederick Land Use Code:

Planning Manager Ali van Deutekom and Land Use Attorney Todd Messenger presented the proposed Amendments to Articles 1,3 and 4 of the Frederick Land Use Code.

Commissioner Kelly raised concerns about adding energy to oil and gas in the special use category. Commissioner Kelly also questioned if hyperlinks would be helpful for the public to use and not just for the planning commission, and if hyperlinks could also be added to the tables. Commissioner Kelly also raised concerns about the definitions not allowing open mics in coffee shops. Commissioner Kelly also questioned why Bed and Breakfasts are limited to 5 bedrooms.

Commissioner Scott raised concerns about storage containers, and would like more clarity about Pods. Commissioner Scott raised concerns about daycare.

Commissioner Sammartino had concerns about the acreage dedicated to assisted living facilities. Commissioner Sammartino also wanted clarity about mixed use zoning.

Built on What Matters.

Vice Chair Conroy raised concerns over urgent care and if they belong under hospitals or under medical offices. Vice Chair Conroy also raised concerns over Auto Repair not being called out well, and suggested that it be added back in.

Motion by Commissioner Sammartino and seconded by Commissioner Kelly to approve PCR-2023-01C with the following conditions; 1. Staff share with the Board the discussion by the planning commission, 2. The attorneys look into remedying the specific aspects highlighted by the planning commission.

Upon roll call vote, motion passed 4 to 0.

OTHER BUSINESS:

Upcoming Meeting:

Upcoming joint meeting with Town Board on February 14, 2023.

There being no further business of the Planning Commission, Vice Chair Conroy adjourned the meeting at 7:37 p.m.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:

Emily Nitcher, Secretary to Planning Commission

Attachment A- Summary of the Planning Commission discussion and amendments made pursuant to that discussion.

1. Under special use designation it says oil and gas only. Should we include energy? for things like wind and solar and biomass? Looking at energy generation, should that be included?

Todd Messenger: The special use that is currently in the Town's code is so we can regulate oil and gas. Wind and solar infrastructure are conventional land uses covered under other use categories.

Changes to proposed ordinance: No changes necessary.

2. Table 1 design parameters, should we consider the trail component or should that be in the green open space wording? It's a valuable amenity in communities.

Todd Messenger: We'll be looking at that within the comprehensive plan discussions and likely it will be a requirement for new development to implement the trails plan. We are confident that the new land use code will implement the park, trails, and transportation plans.

Changes to proposed ordinance: No changes necessary.

3. Under the bar section, we do a good job defining what they are but I don't see a place where we can allow open mic type events at coffee houses.

Todd Messenger: We didn't contemplate something like in the Planning Commission draft, but that is something we can add.

Changes to proposed ordinance:

- (a) Updated definition of "restaurant" to state that "Restaurants may also provide live entertainment for customers seated at indoor dining tables." The "seated at indoor dining tables" differentiates restaurants from bars, taverns, and nightclubs, in that bar, tavern, and nightclub patrons do not necessarily sit at indoor dining tables.
 - (b) Also added to definition of "restaurant" that the term "restaurant" does not include the phrase "bar, tavern, or nightclub" (although they can be co-located as zoning may allow), and does not include the phrase "adult-oriented use."
4. 5 room bed and breakfast is allowed. Is there a reason we put a limit on the number of bedrooms?

Todd Messenger: No reason for that other than we haven't had a reason to change it. Could be related to building code. If over 5 rooms it may be moved to the IBC, where it goes into commercial. We will look into it.

Changes to proposed ordinance: No changes are proposed. This issue relates to building codes with regard to the conversion of existing single-family homes. Also, there are no known 6 room bed and breakfasts in Frederick, and no known opportunities for a 6 room bed and breakfast in Frederick. Such a use would be "commercial lodging".

5. Under gas station, they can serve food but you can't sit down. Can we have some of the gas stations that are connected to a fast-food place so people can sit down and eat? We have a lot of gas stations.

Todd Messenger: That combination would be considered a "fueling, fast-charging, or service station" and a "restaurant." The combined use would have to meet standards for both of these uses. Both uses are potentially permissible in C-N, C-C, C-H52, C-E, BLI, and I zoning districts (restaurants without "fueling, fast-charging, or service station" components are also allowed in the D-A and D-B zoning districts).

Changes to proposed ordinance: No changes necessary.

6. Marijuana uses are not allowed in Frederick but it is defined in the definitions. Is that in case Frederick changes their policy or so we can point to that and say yes we don't allow them.

Todd Messenger: One might argue (probably unsuccessfully) that marijuana sales is a retail land use. Currently in the land use table, medical marijuana patient (the individual) is listed as a land use. People are not land uses, and it appears that by this provision, the Town is simply acknowledging that a person within a single-family residence may grow up to 6 plants as allowed by state law. If a caregiver as licensed by the state is allowed to grow more, it can grow in an industrial area according to its state license. The proposed ordinance articulates what the marijuana use definitions are by referencing updated provisions of state law. The proposed ordinance, like the current code, prohibits any marijuana use that is licensed by the state (except caregiver).

Changes to proposed ordinance: No changes necessary.

7. Multiple use zoning codes often overlap. Can we use hyperlinks to direct people to what the zoning definitions mean?

Todd Messenger: Yes, we are trying to compartmentalize information and make it clearer. We will work with the Town's codifier to ensure that definitions and cross-references include hyperlinks.

Changes to proposed ordinance: No changes necessary.

8. Battery storage - we define 150 mega-watt hours as minor utility; did we add an exception or do we define a Tesla power wall in someone's garage as a minor utility?

Todd Messenger: We can look at that. Battery storage for a pv system or a battery wall are more considered mechanical vs a larger operation that dominates the landscape and requires utility hookups, which would be considered a land use. The latter are what will require a land use application.

Changes to proposed ordinance: No changes necessary. The proposed definition of "battery energy storage system" is "an electric storage resource capable of receiving electrical energy from the power grid and storing it in batteries for later provision of electrical energy back to the power grid, with a capacity of 150 MWh or greater. Battery Energy Storage Systems with a capacity of less than 150 MWh are classified as 'Utilities,

Minor.” The facilities that are contemplated by the “Utilities, Minor” classification are “used in the provision or distribution of utility service.” By contrast a Tesla Powerwall (and similar systems) stores electricity (about 12 to 14 kWh) to store energy from rooftop solar panels, to adjust peak hours of power use, and to provide backup power. While a Powerwall or similar system might be connected to the power grid, it is not principally intended to be “used in the provision or distribution of utility service.”

9. Can you have storage containers? In most districts not allowed but in some places our web page it says 30 days.

Ali van Deutekom: If you need a pod for a few days, that is allowed on private property but not in rights of ways. Permanent storage containers are not allowed in residential zones.

Changes to proposed ordinance: No changes necessary. Storage container regulations were moved, but their substance was not changed.

10. Home daycare is defined as 5 or more unrelated children, where did the 5 come from?

Todd Messenger: The numbers are from the licensing provisions of Colorado statutes. There are many different licensing classifications and certain license exemptions. So, the definition that is provided attempts to capture all of that. State licensing officials will usually ask if the applicant is in a zoning district that allows daycare, so it is prudent and efficient to define the use in the same manner as the state.

Changes to proposed ordinance: No changes necessary.

11. In the use table daycare is a conditional use in all zoning except residential estate. (R-E). Why is that?

Todd Messenger: We will have to look into it, but it may be because it adds the extra traffic to an area that doesn't account for it. We can look into why it's not currently allowed in the R-E district.

Changes to proposed ordinance: Added day care, adult or child to R-E zoning district as a conditional use (like A, R-1, R-2, and R-3) in Table 3-6, and added the R-E zoning district to the use-specific standards after the table.

12. Acreage allocated to nursing homes, where does that number come from?

Todd Messenger: Combined with the height limit, parking requirements, and maximum floor area ratio, the minimum land area requirement limits the number and scale of such facilities such that they fit better into the surrounding residential fabric. The minimum land area also helps to prevent overuse of the site in the residential context, including by offering a buffer to help mitigate disruptions to the neighborhood from parking and loading areas, and provision of services by food deliveries, trash hauling, and linen services.

Changes to proposed ordinance: No changes necessary.

13. How do you achieve a mixed-use development in this language?

Todd Messenger: Under the proposed ordinance, one can build what is allowed in the zoning district, including multiple permitted, limited, or conditional uses on the same lot. Each use must comply with the standards that apply to it, and development of the lot must also comply with physical development standards. As such, in the proposed ordinance, mixed use is not a use category. Ultimately, economics will drive use mixes (and forms), based on what the market demands.

Changes to proposed ordinance: No changes necessary.

14. Will urgent care fall under hospital or long-term care? Where does urgent care fall under.

Todd Messenger: Urgent care falls under medical office and free-standing emergency room is hospital.

Changes to proposed ordinance: No changes necessary.

15. Are we comfortable with the medical office definition? Modern doctors' offices are not just the doctor anymore. Now there is a surgery center attached or MRI machines and pretty much mesh everything short of overnight beds.

Todd Messenger: A hospital will generate a lot more traffic, employees, and ambulance use. So, a medical office with a surgery center or MRI machines may be larger than "traditional" medical offices, they typically won't have the ambulance, noise, and traffic that a hospital produces.

Changes to proposed ordinance: No changes necessary.

16. Where did auto repair go?

Todd Messenger: Depending on what it is, it may be light industrial, for brakes and fueling and such or heavy industrial. It doesn't jump out so we can look into adding that back in so it's clearer.

Changes to proposed ordinance: Added definitions for "light motor vehicle repairs and service" and "heavy motor vehicle repairs and service" and modified related definitions to exclude these new uses. Added the new uses to Table 3-8, assigned limited use status to both uses in the BLI, and I zones, and to light motor vehicle repairs and service in the C-C and C-H52 zones, and assigned conditional use status to heavy motor vehicle repairs and service in the C-C zone. Created use-specific standards for both uses, which are listed after Table 3-8. Updated the neighborhood protection standards in Section 3.4.12 to include the new uses.

**A Resolution of the Planning Commission Recommending Conditional Approval of
Amendments to the Town of Frederick Land Use Code Articles 1, 3 and 4**

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

Section 1. The Frederick Planning Commission finds that:

1.1 Amendments to Land Use Code Sections 1, 3 and 4 to update the land use table, definitions and associated subdivision regulations.

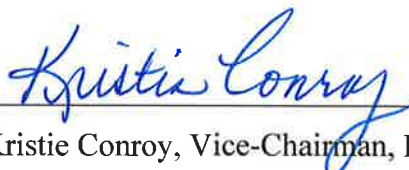
1.2 Said amendments generally conform with the applicable requirements of Section 4.7.9.b. of the Frederick Land Use Code.

Section 2. This resolution constitutes the written report, findings and decision of the Town of Frederick Planning Commission.

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

1. Staff share with the Board the discussion by the planning commission and;
2. The attorneys look into remedying the specific aspects highlighted by the planning commission.

This resolution approved this 5th day of January 2023, by a vote of 4 to 0.



Kristie Conroy, Vice-Chairman, Planning
Commission



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Establishing the Frederick Youth Commission

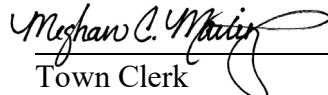
Agenda Date: Town Board Meeting – March 28, 2023

Attachments:

Finance Review:

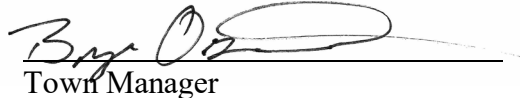
Finance Director

Submitted by:



Town Clerk

Approved for Presentation:



Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

At the request of the Board of Trustees, staff is submitting a resolution for establishment of the Frederick Youth Commission. This item aligns with the Frederick Strategic Plan by contributing to the Dynamic, Inclusive and Connected Community that is Frederick. Creation of the youth commission will capture the youth voice within the community and assist in the goal of creating new opportunities to engage with our residents.

Detail of Issue/Request:

Last fall staff met with Trustee Brown to begin work on the framework for the Town of Frederick Youth Commission. This spring Trustees Brown and Padia worked with the Town Attorney's Office and Town Clerk's Office to refine the framework for the establishment of the commission.

The Commission is charged with developing and recommending policies, programs and services that empower, support and inform youth to create a family friendly community that enables and encourages youth to be active and engaged in local government. The commission shall study, investigate, and

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recommend the implementation of programs, services and policies on all matters related to youth while building partnerships with individuals, groups and organizations that impact youth and families in Frederick.

In addition, the youth commission shall have a non-voting presence on each of the Boards, Commissions, and Committees established by the Board of Trustees. Including but not limited to:

- Planning Commission
- Parks, Open Space and Trails Commission
- Arts Committee
- Miners Day Committee
- Historic Committee

The membership of the commission shall consist of not less than seven (7) but not more than twenty (20) youth from the Frederick Community from grade eight through twelve with not more than five commissioners from the eighth grade. In addition, a member of the Board of Trustees, an educator from the Town of Frederick, a school resource officer, and the Town Clerk shall also participate in various capacities in support of the commission.

The membership of the commission shall select an executive committee to provide collaborative leadership for the commission for a term of one year with no limits on re-election until termed out of the commission. The Chair will only be elected in the inaugural year, in subsequent years the president position will be filled by the outgoing vice chair to create cohesion and knowledge transfer on the board.

The executive committee shall have the following officers:

- Chair – provide leadership to the Commission, keep commission on track toward reaching common goals. Works closely with the Board appointee.
- Vice Chair – Supportive capacity to commission members. Serves as chair in event of chair's absence. Will assume the role of chair in year following term as vice chair.
- Secretary – Take meeting minutes and provide notes to the Town Clerk or Designee. Works with the Town Clerk's Office to abide by open meetings laws and to maintain records of the commission.
- Deputy Secretary – Supportive capacity to commission members. Serves as Secretary in event of secretary's absence.
- Public Relations – Responsible for developing and delivering a clear and pronounced message on behalf of the commission to relevant media outlets and general public. Works directly with the Town's Public Information Officer to accomplish these goals.
- Membership Liaison – Assists with initiatives, coordinates the membership and ensures that the commission has a presence at community events and meetings. Responsible for commission recruitment.

Legal/Political Considerations:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Board may choose to approve the resolution as presented, provide modifications to the framework, or deny the resolution.

Financial Considerations:

None.

Staff Recommendation:

Staff takes no position on this item.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-17**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
ESTABLISHING THE FREDERICK YOUTH COMMISSION**

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of Frederick, Colorado; and,

WHEREAS, the Town of Frederick Municipal Code Section 2-9-10(a) provides that the Town Board, by resolution, may establish commissions, boards, and committees as the Town Board deems fit; and,

WHEREAS, the Town is desirous to engage the local youth population in providing feedback for policy making decisions before the Board of Trustees by establishing the Frederick Youth Commission; and,

WHEREAS, the Town Board, through the enabling resolution can set the terms, membership, format, and duties of the Frederick Youth Commission.

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

- 1) The Town of Frederick Youth Commission is hereby created with the following framework for its operation:

Town of Frederick Youth Commission

Purpose:

The Frederick Youth Commission advises the Board of Trustees on matters related to youth. The commission is charged with developing and recommending policies, programs and services that empower, support and inform youth to create a family friendly community that enables and encourages youth to be active and engaged in local government. The commission shall study, investigate, and recommend the implementation of programs, services and policies on all matters related to youth while building partnerships with individuals, groups and organizations that impact youth and families in Frederick.

The Frederick Youth Commission shall have a non-voting voice and presence on all Town Commissions and Committees to encourage and build youth-adult partnerships and to foster diverse and inclusive decision making. The Frederick Youth Commission shall appoint a member liaison to serve on each other Town Commissions and Committees including:

- Planning Commission

- Parks, Open Space and Trails Commission
- Arts Committee
- Miners Day Committee
- Historic Committee

Frederick Youth Commission Liaisons should only serve on one other Town Committee or Commission, when possible, but may serve on more than one if necessity dictates such. The Town Board may create additional Commissions and Committees and allow the appointment of a Frederick Youth Commission member to serve as a non-voting voice and presence on such groups.

Membership:

The Frederick Youth Commission shall consist of at least 7 but not more than 20 individuals from grades 8-12 who reside within the Town of Frederick, with no more than 5 commissioners being 8th graders. Commission members shall be appointed by the Board of Trustees and shall maintain good academic standing with their educational program.

The Commission shall also include the following non-voting members:

1 Member of the Board of Trustees appointed annually by the Board of Trustees

1 Educator who resides or works in the Town of Frederick appointed annually by the Board of Trustees

1 Town Clerk or designee

1 School Resource Officer from the Frederick Police Department assigned by the Chief of Police

Commission Members may be removed from service by for excessive absences, failing to maintain good academic standing or residency requirements, or inappropriate behavior. The determination of removal shall be done by majority vote of the Board of Trustee Liaison, School Resource Officer, and Town Clerk.

Terms:

Regular Terms shall begin June 1 after appointment by the Board of Trustees and shall continue until May 31 of the term year in which the Commission Member turns 18 years old. Terms shall end immediately upon resignation or removal from the Commission. The Board of Trustees may appoint additional members to the Commission at any time as needed to fill vacancies on the Commission.

Application:

Applicants must submit an application and essay response in the form prepared by the Town Clerk or designee and approved by the Board of Trustee liaison. The Board of Trustees shall review applications and interview applicants and make appointments to the Frederick Youth Commission in a similar manner as other Commissions and Committees of the Town of Frederick.

Executive Committee:

The Frederick Youth Commission shall have an Executive Committee that shall provide collaborative leadership to the Commission for a term of one year and are eligible for re-election. Decisions within this Executive Committee will be made by a simple majority vote of the members present. The Chair will only be elected in the inaugural year, in subsequent years the president position will be filled by the outgoing vice chair to create cohesion and knowledge transfer on the board.

- Chair – provide leadership to the Commission, keep commission on track toward reaching common goals. Works closely with the Board appointee.
- Vice Chair – Supportive capacity to commission members. Serves as chair in event of chair's absence. Will assume the role of chair in year following term as vice chair.
- Secretary – Take meeting minutes and provide notes to the Town Clerk or Designee. Works with the Town Clerk's Office to abide by open meetings laws and to maintain records of the commission.
- Deputy Secretary – Supportive capacity to commission members. Serves as Secretary in event of secretary's absence.
- Public Relations – Responsible for developing and delivering a clear and pronounced message on behalf of the commission to relevant media outlets and general public. Works directly with the Town's Public Information Officer to accomplish these goals.
- Membership Liaison – Assists with initiatives, coordinates the membership and ensures that the commission has a presence at community events and meetings. Responsible for commission recruitment.

Sub-Committees

The Frederick Youth Commission may create Sub-Committees to study or engage on specific topics or issues and provide feedback, recommendations, or reports to the entire Commission for consideration.

Actions of the Commission

The Commission shall operate by a simple majority of members present to take action. Actions may include the adoption of position statements and recommendations for policies, initiatives, youth engagement opportunities/programming, to be provided to the Board of Trustees. The Commission, upon inception, shall work with Town Staff to create by-laws for consideration by the Board of Trustees. Subsequently the Commission may recommend by-law amendments for consideration by the Board of Trustees.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 28th DAY OF MARCH,
2023.**

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

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

Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees

Agenda Date: March 28, 2023

Attachments:

- a. IGA for Emergency Services Impact Fee Collections
- b. Resolution

Finance Review: _____
Finance Director

Submitted by: _____
Bryan Ostler
Bryan Ostler, Town Manager

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Safe and Secure: Residents of Frederick experience safety and peace of mind knowing they live in the safest community in Colorado.

5.2 Continue to foster and improve the relationship quality with public safety/emergency agencies seeking ways to collaborate and leverage resources where feasible.

Summary Statement:

The Frederick Firestone Fire Protection District (FFFPD) provides fire, rescue, and emergency medical services for the towns of Frederick and Firestone. Many Colorado communities impose a development impact fee for future development to pay its way for new growth and for expansion of infrastructure.

In December 2021, the Board passed Resolution 21-R-63 authorizing the district to collect an impact fee on new development within its jurisdiction to address the impact of new development has on district's

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capital facilities. This resolution was contingent on the Town of Firestone also passing a similar resolution.

In February 2023, at a Board Study Session, the Board provided direction to staff move forward in working with the Fire District to begin collection of the fees at a date certain for 2023, regardless of the Town of Firestone plan for implementation of collections.

Detail of Issue/Request:

The district is authorized to collect an impact fee on new development within its jurisdiction pursuant to the provisions described in C.R.S. 29-20-104.5(2)(a). Additionally, similar communities (i.e., Adams County, Douglas County, Cities of Loveland, Evans, Windsor, Ft Collins, and other communities) and fire Districts collect a similar impact fee in fire districts to address the impact new development has on the district's capital facilities.

FFFPD has conducted a formal Impact Fee Study that is dated September 22, 2020 that evaluates the nexus between new development within the district's jurisdiction and the projected impact that development has on the district's capital facilities. This link will provide a copy of that study <https://www.ffd.us/documentcenter/view/453>. The Nexus Study quantified the reasonable impacts created by both new residential and non-residential development on the district's capital facilities. The district's Chief and Board has recommended that an impact fee schedule for the areas in the Town of Frederick and Town of Firestone at levels no greater than necessary to defray such impacts directly related to development within the district's jurisdiction.

The impact fee will be collected administratively by the FFFPD and a process will be established during the development review for verification of that fee before permits are processed.

In addition, as stated in the resolution, the equitable application of the impact fee between the Towns is necessary as well to ensure and prevent any disparate treatment between the Towns development. This item has been discussed in two Study Sessions with the Board during this year and the FFFPD Board.

Legal Comments:

Legal has reviewed the IGA and drafted the resolution.

Alternatives/Options:

The Board can approve, deny, or table this resolution.

Financial Considerations:

There is no financial consideration to the Town regarding this IGA and resolution. FFFPD will collect the fee and will only require a verification in the Town's process. The FFFPD will handle all of the administrative function of collecting the fee.

Staff Recommendation:

Per the Board's direction at the February 2023 Study Session, staff has met with the FFFPD and agreed on a June 1st implementation date of collection of the residential and commercial impact fee.

Staff, in partnership with FFFPD, will communicate effectively regarding this change to residential and commercial builders impacted by this new fee. FFFPD and Frederick's communications team have collaborated on a messaging strategy to provide this information to all the stakeholders, and community.

INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between the Town of Frederick ("**Town**") and the Frederick-Firestone Fire Protection District ("**District**"). The Town and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the Town is a municipal corporation of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, ambulance services, and community risk reduction to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated September 22, 2020, to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on November 9, 2020 the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the Impact Fee Schedule is attached as **Attachment I**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The Town agrees to impose an impact fee on new development that currently is located within both the Town and the District, or that in the future becomes located within the Town and the District, in accordance with the Impact Fee Schedule attached as **Attachment I**, subject to inflation as set forth herein ("**District Impact Fee**"). The District Impact Fee shall be imposed on all new development for which a Development

Permit application is submitted to the Town on or after June 1, 2023. On December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, or as soon as practicable thereafter, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("**Updated Nexus Study**"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"). On or before September 10 of the then-current calendar year, the District shall submit to the Town a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and (iii) the Updated Nexus Study. Unless the Town objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the Town shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion of a District Impact Fee ("**In-Kind Contribution**"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the Town as part of the Development Permit application process.

c. The Town shall promptly notify the District of the Town's final decision on whether to grant or deny the Development Permit application. If the Town denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the Town grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee to the District or to make the In-Kind Contribution to the District.

d. The District shall collect any District Impact Fee owed by the developer and provide proof of payment or an In-Kind donation to the Town. The Town will not issue a building permit for any improvements within the development until this proof is provided. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the Town.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the Town may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the Town may terminate this Agreement upon 30 calendar days prior written notice to the District, and the Town shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

d. The District shall notify the Town if other entities with which the District has an agreement to assess, collect, and remit impact fees (such as the Town of Firestone) are terminated. The Town may terminate this Agreement upon 30 calendar days prior written notice to the District, and the Town shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10-day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Frederick
Attn: Town Manager
P.O. Box 435
401 Locust Street
Frederick, CO 80530

Frederick-Firestone Fire Protection District
Attn: Fire Chief
8426 Kosmerl Place
Frederick, CO 80530-0129

10. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Weld County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF FREDERICK, a municipal
corporation of the State of Colorado

**FREDERICK-FIRESTONE FIRE PROTECTION
DISTRICT**, a political subdivision of the
State of Colorado

By: _____

Tracie Crites, Mayor

By: _____

Edward Weimer, Board President

Date: _____

Date: _____

ATTESTED:

Meghan Martinez, Town Clerk

ATTESTED:

Kathryn Maselbas, Board Secretary

APPROVED AS TO FORM:

By: _____

Town Attorney

ATTACHMENT 1

**FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2022**

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$974
Multifamily	\$825

Nonresidential (Commercial, Industrial, etc.)	
Fee Per Square Foot	\$0.81

No individual landowner is required to provide any site-specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

ATTACHMENT 2

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT IMPACT FEE FORM

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$ per unit)		Commercial (\$ per square foot)	
2+ Units (\$ per unit)		Office/Industrial (\$ per square foot)	
Manufactured Homes (\$ per unit)		Industrial/Flex (\$ per square foot)	
Impact Fee			
Check one: ☐ No impact fee owed <u>OR</u> ☐ Impact fee owed in the amount of \$ _____			
If applicable: ☐ An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by the Town as part of its development permit application process. If the Town denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the Town will issue a building permit in connection with the development.

DEVELOPER:

FREDERICK-FIRESTONE FIRE PROT.DISTRICT

By: _____

By: _____, Chief Officer

Date: _____

Date: _____

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-18**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
FREDERICK FIRESTONE FIRE PROTECTION DISTRICT IMPACT
FEES**

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of Frederick, Colorado, and;

WHEREAS, the Board was previously been presented with an Intergovernmental Agreement with the Frederick Firestone Fire Protection District (“FFFPD”) for the collection of an impact fee to offset the cost of continued community growth and need for additional capital for the FFFPD, and;

WHEREAS, the FFFPD has conducted a study to determine the need and appropriate amount for an impact fee to offset the additional capital needs for the FFFPD and has provide this information to the Town, and;

WHEREAS, the Town of Frederick previously approved the Agreement conditioned upon other entities served by the FFFPD executing the same pursuant to Resolution 21-R-63, and;

WHEREAS, the Agreement was never finalized by all municipalities served by the FFFPD, and;

WHEREAS, the Town of Frederick has determined that the need for the FFFPD Impact Fee implementation is timely and should move forward with collection in Frederick regardless of other municipalities timeline for participation.

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

- 1) The INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES attached hereto as Exhibit A is hereby approved.
- 2) The Mayor is authorized to execute the agreement with the effective date to begin collection of the Impact Fees contemplated therein on June 1, 2023.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28th DAY OF MARCH 2023.

ATTEST:

By _____
Meghan C. Martinez, MMC, Town Clerk

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor