



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, February 8, 2022

**6:00 P.M.
Work Session**

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

Topic: Board of Trustee Meeting - Work Session, Regular Meeting
Time: Feb 8, 2022 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95490782838>

Meeting ID: 954 9078 2838

One tap mobile

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Find your local number: <https://zoom.us/u/a7Kt4BlyZ>

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Public Comment at a Virtual Meeting Board of Trustee Meeting

Interested parties who would like to address the Board of Trustees during the Public Comment portion of the agenda may address the Board of Trustees virtually or in person. **To address the Board in person, individuals may also appear at Town Hall (401 Locust Street Frederick, CO) and are asked to sign up on the sign-up sheet in the Board Room. Individuals who would like to attend virtually are asked to sign up to speak during public comment by emailing the Town Clerk at mmartinez@frederickco.gov. Individuals are asked to provide the Town Clerk the following information:

1. Name
2. Address
3. Topic for Comment
4. Phone Number or Name that will be utilized in the zoom meeting application
5. Any documents that will be shared in the meeting.

The Town Clerk will verify your attendance prior to the meeting and will test your connection and microphone.

If there are public hearings scheduled for the Board of Trustee meeting, individuals who wish to address the Board of Trustees virtually are asked to contact the Town Clerk via email at mmartinez@frederickco.gov by 5:00 PM on date of the meeting. Individuals are asked to provide the Town Clerk the following information:

1. Name
2. Address
3. Public Hearing Item for Comment
4. Phone Number or Name that will be utilized in the zoom meeting application
5. Any documents that will be shared in the meeting

**Individuals that would like to attend the meeting at Town Hall are asked to sign up on the public comment sheet in the board room.

Any individual who is attending the meeting and wishes to be address the Board of Trustees during Public Comment or a Public Hearing may utilize the “raise your hand” feature in the Zoom Meeting App.

How to raise your hand in Zoom

1. During the meeting, click on the icon labeled “Participants” at the bottom center of your PC or Mac screen
2. At the bottom of the window on the right side of the screen, click on the button labeled “Raise Hand.”



3. Your digital hand is now raised. Lower it by clicking the same button, now labeled “Lower Hand”
4. If you are on a mobile device, simply tap “Raise Hand” at the bottom left corner of the screen. The lower hand icon will turn blue and the text below it will switch to say “Lower Hand” while your hand is raised.



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, February 8, 2022

6:00 P.M.

Community Survey

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Carbon Valley Help Center Community Funding Request – Robin Montei and Frank Bertram

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 you are attending virtually, you may indicate that you would like to provide comments by utilizing the raise your hand function in the Participant Tab of the Zoom Meeting Application. 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. Town Clerk's Report – Meghan Martinez, Town Clerk

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

- C. Resolution 22-R-08 Accepting Designation of the Town of Frederick's Future Land Use Map as the Town's Three Mile Plan and Accepting an Annual Update to the Comprehensive Plan Approved by the Planning Commission – Ali van Deutekom, Interim Planning Manager

Built on What Matters.

- D. Resolution 22-R-10 Revising the Town of Frederick Transportation Master Plan Street Inventory Map – Jason Berg, Engineer

Action Agenda:

- E. Public Hearing Consideration of the Clearview Villages Preliminary/Final Plat – Ali van Deutekom, Interim Planning Manager
- F. Resolution 22-R-09 Setting a Public Hearing on Adopting Changes to the Building Code to Include Adoption of the 2018 International Existing Building Code – Chuck Sandifer, Chief Building Official
- G. Consideration of the Bear Industrial Replat 1, Block 2, Lot 2 Conditional use for Cruise America – Maureen Welsh, Planner
- H. Settlement Agreement Fox Chase – Jason Meyers, Town Attorney

Mayor and Trustee Reports:

Adjournment:



TOWN OF FREDERICK

Board of Trustees

Information Memorandum

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

Tracie Crites, Mayor

Rusty O'Neal, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

2022 Community Survey

Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. 2022 Community Survey Draft
- b. 2018 Customized Questions
- c. Timeline Draft Frederick Community Survey 2022

Submitted by: Angela Wilson
Communications & Engagement Manager

Approved for Presentation: 
Town Manager

Strategic Plan Alignment:

- Focus Area: Dynamic, Inclusive & Connected Community
 - Goal: Complete a community satisfaction survey and establish a regular schedule for surveying the community.

Detail of Issue/Request:

To support the work of the Town's Strategic Plan established in 2021, the Communications & Engagement Department presents to the Board of Trustees progress for the 2022 Community Survey. In addition, this work session reviews the draft 2022 Survey, a timeline of the process, and discusses potential options for customized questions. To move forward with the current timeline, the team will work through the "additional questions" and get a signature and name for the mailing materials. These two pieces of information are needed by February 14. Once we have those two pieces, the survey process can move forward with survey results by mid-May.

Legal Comments:

Not Applicable

Alternatives/Options:

The Board could choose to not move forward with the community survey and direct staff to find other ways of gathering community data.

Financial Considerations:

The cost of the survey is included in the 2022 adopted budget.

Staff Recommendation:

As The NCS is a comprehensive survey staff recommends not adding custom questions (or limit the number of additional questions to 1 – 3) to minimize respondent burden. The Town has the ability to ask custom questions in a separate survey on Polco or the FlashVote platform throughout the year.

The Town of Frederick 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Frederick.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Frederick as a place to live.....	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Frederick as a place to raise children.....	1	2	3	4	5
Frederick as a place to work	1	2	3	4	5
Frederick as a place to visit	1	2	3	4	5
Frederick as a place to retire	1	2	3	4	5
The overall quality of life in Frederick.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Frederick as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Frederick.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Frederick.....	1	2	3	4	5
Overall design or layout of Frederick's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Frederick (water, sewer, storm water, electric, gas)	1	2	3	4	5
Overall feeling of safety in Frederick.....	1	2	3	4	5
Overall quality of natural environment in Frederick	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Frederick.....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Frederick to someone who asks	1	2	3	4	5
Remain in Frederick for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Frederick's downtown/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Frederick community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Frederick community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Frederick.....	1	2	3	4	5
Variety of business and service establishments in Frederick.....	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in Frederick	1	2	3	4	5
Overall image or reputation of Frederick.....	1	2	3	4	5

7. Please also rate each of the following in the Frederick community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Frederick	1	2	3	4	5
Ease of travel by public transportation in Frederick.....	1	2	3	4	5
Ease of travel by bicycle in Frederick.....	1	2	3	4	5
Ease of walking in Frederick.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Frederick	1	2	3	4	5
Overall appearance of Frederick	1	2	3	4	5
Cleanliness of Frederick.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Frederick	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Town of Frederick (in-person, phone, email, or web) for help or information.....	1	2
Contacted Frederick elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like Town Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on Zoom) a local public meeting	1	2
Volunteered your time to some group/activity in Frederick.....	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving	1	2

The Town of Frederick 2022 Community Survey

9. Please rate the quality of each of the following services in Frederick.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Frederick open space	1	2	3	4	5
Recycling.....	1	2	3	4	5
Town parks.....	1	2	3	4	5
Health services	1	2	3	4	5
Overall customer service by Frederick employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Frederick government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Frederick.....	1	2	3	4	5
The overall direction that Frederick is taking.....	1	2	3	4	5
The job Frederick government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Frederick government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Town of Frederick	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Frederick community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Frederick.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Frederick.....	1	2	3	4
Overall design or layout of Frederick's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4
Overall quality of the utility infrastructure in Frederick (water, sewer, storm water, electric, gas).....	1	2	3	4
Overall feeling of safety in Frederick.....	1	2	3	4
Overall quality of natural environment in Frederick	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Frederick.....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

The Town of Frederick 2022 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Frederick?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ One family house detached from any other houses
☐ Building with two or more homes
 (duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Female
☐ Male
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

2018 Customized Questions

14. Please tell us if you have heard of, or used, each of the following sources of information about the Town government and its activities, events and services:

	<i>I have heard of this and use it as an information source</i>	<i>I have heard of this but do <u>not</u> use it as an information source</i>	<i>I have not heard of this</i>
Town website (frederickco.gov).....	1	2	3
Town Facebook page.....	1	2	3
Town Twitter feed.....	1	2	3
Frederick Flash weekly email newsletter	1	2	3
Monthly print newsletter in utility bill	1	2	3

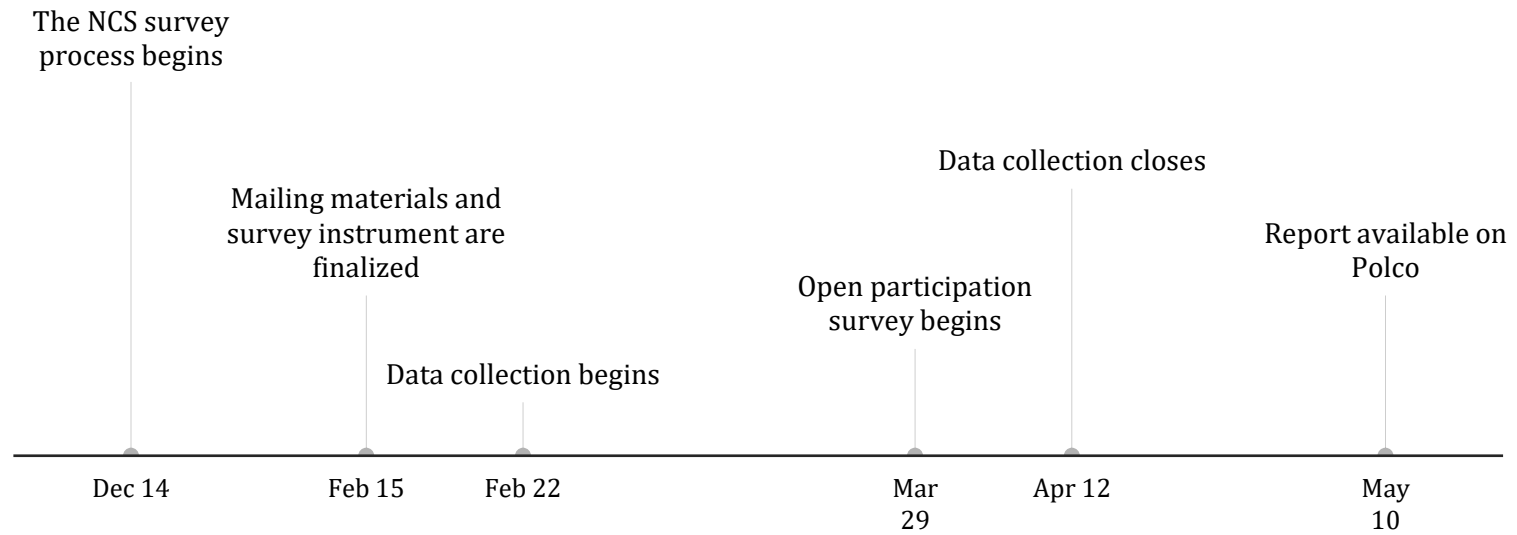
15. You can get in touch with the Town in a variety of ways. Please tell us if you have heard of, or used, each of the following methods of contacting the Town of Frederick:

	<i>I have heard of this and have used it to contact the Town</i>	<i>I have heard of this but have <u>not</u> used it to contact the Town</i>	<i>I have not heard of this</i>
“Submit a Request” tool at www.frederickco.gov.....	1	2	3
Facebook wall and private messaging	1	2	3
Tweeting or direct messaging on Twitter	1	2	3
Calling 720.382.5500.....	1	2	3
Emailing a member of staff or the Board directly.....	1	2	3
Visiting Town Hall in person.....	1	2	3

16. Please indicate whether you have ever attended each of these Town-managed events, and if so, how you would rate the quality of that event:

	<i>Have attended</i>	<i>Have not attended</i>	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Frederick Farmers Market	1	2	1	2	3	4	5
Community BBQ Tour	1	2	1	2	3	4	5
DIY Day/Fishing Clinic	1	2	1	2	3	4	5
Frederick in Flight.....	1	2	1	2	3	4	5
Chainsaws and Chuckwagons.....	1	2	1	2	3	4	5
Miners Day	1	2	1	2	3	4	5
Frederick Festival of Lights Treelighting	1	2	1	2	3	4	5

Timeline for The National Community Survey™



Item	Date
Preparing for the Survey	
Program Manager sends The NCS instrument for review	Dec 14
Send Program Manager drafts of optional custom questions to add to the survey	Dec 21
Mailing materials and survey instrument are finalized	Feb 15
Program Manager generates sample of representative households in your community	Feb 15
Polco prints materials, prepare mailings and sets up the survey online	Feb 15 to Feb 22
Conducting the Survey	
Data collection is open for The NCS - track response on Polco!	Feb 22 to Apr 12
Group A postcards sent	Feb 22
Wave 1 survey invitations sent for Group A and Group B	Mar 1
Wave 2 survey invitations sent for Group A and Group B	Mar 8
Open participation survey begins (Program Manager will provide link)	Mar 29
Data collection closes for the random sample survey and open participation survey	Apr 12
Send Program Manager final count of returned postcards	Apr 12
Survey analysis and report writing	Apr 12 to May 10
Program Manager provides link to report on Polco	May 10
After the Survey	
After your community has completed The NCS, stay engaged with your community members by posting additional surveys and polls on Polco!	

Organization Summary

Organization Name: Carbon Valley Help Center (CVHC)

Mailing Address: PO Box 508 Firestone, CO 80520

Contact Person: Robin Monthei

Name Title: Office Manager

Phone Number: 303-833-6626

Email Address: carbonvalleyhelpcenter@gmail.com

Federal Tax ID: 45-3722048

State Tax ID: 2011528841

Please describe your project and the reason for your request:

The Empty Bowls project is an event to raise awareness of hunger and homelessness in the Carbon Valley area. This year's fundraiser proceeds will go to the CVHC grant fund, which helps to provide for rent/mortgage payments, utility bill payments and sometimes auto repair. Over the last 8 years, we have had more than 1,500 people attend this event. Since last year's event was virtual, we are excited to have people attend in person and hope to increase attendance numbers this year. Providing an empty bowl to each ticket-holder signifies the many Carbon Valley residents who are experiencing food and housing instability.

Amount Requested: \$2,500.00

Number of Town of Frederick Resident and/or visitors that will participate and/or benefit from the program you are proposing: 400 plus

In what way will this program enhance the Town of Frederick's positive image, provide opportunity for informal education, community building and/or family entertainment:

It provides knowledge and network opportunities for all who attend and/or participate as volunteers (bowl painting, silent auction, servers, etc.). Brings awareness of the less fortunate.

Has your organization applied for a grant from the Town of Frederick before? Yes X
No _____

How much did you receive? \$1,000.00

How was the grant money used? To promote the Empty Bowls event and to help pay for food assistance and financial assistance provided to the community by CVHC.

Were there funds left over? If so, how were those funds utilized by your organization?:
Yes, to provide financial grants to pay for rent, mortgage, and utilities in order to allow our clients to remain in their current residence.

Please provide a list of organizations you have already solicited or will be soliciting: N/A

Please include the following attachments:

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

Name and Signature of Organization's Project Chairperson:

Franki Bertram, Vice President

970-744-8011

Name (Please Print)

Title

Telephone Number

Franki Bertram

2.1.2022

Signature

sm

Date

PROGRAM PROJECT BUDGET

Program Name: Empty Bowls Project 2019

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

Supplies_____	<u>\$ 500.00</u>
Personnel and Venue_____	<u>\$ 2,000.00</u>
Promotion_____	<u>\$ 400.00</u>
Bank Services and Fees_____	<u>\$ 100.00</u>
Bowls_____	<u>\$ 2,000.00</u>
Cash for Change_____	<u>\$ 250.00</u>

Total Cost (A): \$ 5,250.00

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

Corporations and Individuals:	<u>\$13,825.00</u>
_____ Foundations:	0
Individuals: Bowl Parties	<u>\$ 2,000.00</u>
Government:	<u>\$2,000.00</u>
Other: Silent Auction	<u>\$ 3,000.00</u>
_____ Tickets	<u>\$ 2,700.00</u>

Total Funds Available (B) \$23,525.00

Balance Required (A minus B) \$18,275.00

Amount Requested: \$2,500.00 Please refer to attached Sponsorship Opportunities

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

DEPARTMENT OF THE TREASURY

Date: NOV 19 2012

CARBON VALLEY HELP CENTER
110 JOHNSON ST
FREDERICK, CO 80530

Employer Identification Number:
45-3722048
DLN:
502011095
Contact Person:
DAVID V SCIAN ID# 31369
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 20, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

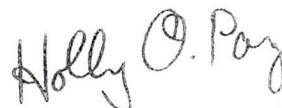
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

-2-

CARBON VALLEY HELP CENTER

Sincerely,



Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Request for Additional Funding

(complete only if requesting funds exceeding \$500.00)

Funds Requested: \$2,500.00

Please explain why your organization has requested additional funding:

Our organization is requesting \$2,500 for support of the Empty Bowls fundraiser. The Carbon Valley Help Center served around 200 Frederick residents in 60 households in 2021. Those people received around 2,800 pounds of non-perishable food from the Help Center. In addition, Frederick residents received \$8,000 in assistance grants in 2021. These programs are all funded by our only fundraiser of the year, Empty Bowls. In order for Carbon Valley Help Center to continue to offer valuable support to the residents of Frederick, please consider funding us again at the highest level.



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: February 8, 2022

CC: Town Staff
Local Media

SUBJECT: Departmental Report

Upcoming Board of Trustees Work Sessions – If there are topics that the Board would like staff to schedule for discussion, please let me know. The following topics are recommended for Board discussion (all meetings will be held in the Town Board Chambers unless otherwise indicated):

- February 8th – Regular Meeting
 - February 15th – FURA and Work Session
 - February 22nd – Regular Meeting
 - March 1st – Work Session
 - March 8th – Regular Meeting
 - March 15th – FURA and Work Session
 - March 22nd – Regular Meeting
 - March 29th – No Meeting, 5th Tuesday
-

Police Department

Hiring Process:

- Applications for new officers continue to be submitted on a daily basis. We currently have applicants in different stages of the process and continue to screen new applications to determine if they will meet our professional standards.

New Field Training Officers:

- The department has selected four new Field Training Officers to assist with training newly hired officers. All four officers will attend a week long training class next week.

2021 Training:

- The department had a 100% success rate on the State of Colorado's POST mandated training in 2021.

Built on What Matters.

Communications and Engagement

Events:

- Sponsorship packet is available with 2022 goal of \$120,500. We have \$27,550 in pledges to date
- Date set for Level 1 Self Defense class in March

Communication:

- Working with Public Works on Town wide letter to residents with supporting information and resources

Design:

- Downtown streetlight banner project in progress
- Working with financial software partner (Tyler) on Town app project.

Planning Department

Development Applications:

- The development review process has a few steps land use applications go through prior to submitting an application such as a pre-application meeting and neighborhood meeting. There are eleven projects that have completed the pre-application step. There are currently no neighborhood meetings scheduled. Nine projects have completed the neighborhood meeting, allowing them to submit an application. The following applications have been accepted for review and are now quasi-judicial.

<i>New Applications Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park Replat 2 Block 2 Lot 1 (1/18/2022)		4160 Busch Place	Proposed 28,000 sq. ft. warehouse with outdoor space.
Eagle Business Park Filing 4B Lot 1 (1/18/2022)	Eagle Business Park	4881 Eagle	Proposed 4,800 sq. ft single story building with outdoor storage.
Eagle Business Park Filing 3 Lot 1B (1/18/2022)	Eagle Business Park	7400 Eagle	Temporary lot for construction trailers for Agilent. Also updating grading and drainage.
Miners Park Town Center Filing 2 Block 1 (1/11/2022)		North of hwy 52 between Colorado Blvd and Maple Street	Proposed changes to zoning boundaries with keeping the current zoning.
<i>On Going Projects Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park, Block 1, Lot 8 4210 Bruin Site Plan (02/16/2021)	Bear Industrial Park	4210 Bruin	Site plan for 15,000 sf office and warehouse building for crane company.
Bear Industrial Park Replat 5, Block 1 Lot 2 (10/18/2021)	Bear Industrial Park	4021 Kodiak	Plan for a 1,000 sq. ft. facility with outdoor storage.
Colorado Blvd & Godding Hollow 7-11 Zoning and Final Plat (5/3/2021)		Southwest corner of Colorado Blvd and Godding Hollow	Zone 5.35 acre parcel and plat to create two lots. Northern lot will have a site plan processed for 7- 11.

Colorado Blvd & Godding Hollow Conditional Use Site Plan (5/3/2021)		Southwest corner of Colorado Blvd and Godding Hollow	Development of southern parcel of land. Users not yet determined.
Frederick Town Amendment B Lot 1-501 Walnut (9/8/2021)		501 Walnut	Redevelop existing building into co-working office space.
McDonald Farms Conditional Use (10/4/2021)		7440 E. I-25 Frontage Road	Conditional use for recycling facility
Meadowlark Business Park Replat A (5/17/2021)	Meadowlark Business Park	5660 Iris Parkway	Request to divide the lot into 2 lots and a new 14,000 sq. ft. office building on the south lot.
Nelson Farms (1/3/2022)		Southwest corner of Silver Birch Blvd and Tipple Blvd	Proposed residential development on 236 acres
Nelson Lakes MOAPI Amendment (12/6/2021)	Nelson Lakes		Updating MOAPI conditions.
No Name Creek West Block 4 (12/6/2021)	No Name Creek West	9050 Harlequin Circle	Subdividing Lots.
<i>Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Prairie Greens II (12/7/2020)	Prairie Greens	6460 Frederick Way	Request for vacation of easement and preliminary design for phase 4.
Raspberry Hill Business Park Lot 13	Raspberry Hill	8274 Raspberry Way	Proposed office building and sales of pickup trucks.
Raspberry Hill Business Park Lot 2 & 3 Truck Ranch (8/13/2021)	Raspberry Hill	8273 Raspberry Way	Site plan to build pickup truck dealership.
Raspberry Hill Business Park -Lots 4 &5 Phasing Plan	Raspberry Hill Business Park	8515 and 8517 Raspberry Way	Proposed vacant building for future unknown tenant.
Sanitation District Annexation No. 1 Subdivision Amendment (8/16/2021)		8500 Colorado Blvd.	Subdivision amendment to subdivide existing lot into 2 separate lots.
Silverstone Filing 7 (1/18/2021)	Silverstone		Development of 581 residential homes.

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

Engineering Department

Colorado Blvd/Tipple Pkwy Intersection Improvements:

- A contract for design services was awarded to Martin/Martin Consulting Engineers at the April 13th Board meeting. Design plans are complete and the project will be ready to bid in early 2022. A second round of the Main Street Grant Program that the project previously applied for is now available. Staff met with CDOT, made modifications to the previous grant application and submitted a revised application on 2/4. Construction is expected to be in late spring/summer of 2022.

Neighborhood Speed Control Program (no change):

- Board approval for the FSMP was given at the August 10th meeting. The program has gone live and we have started receiving requests. The Board will be updated on projects that meet the program criteria and receive Town support for an improvement.

Tipple Pkwy/Frontage Rd Streetlight:

- Coordination efforts continue with CDOT and United Power regarding installation of a streetlight at this intersection. CDOT has indicated that they will support a permit for streetlight. Current design now supports 2 streetlights at this intersection and existing utility locations are being identified prior to construction. Waiting for United Power to begin installation.

Transportation Projects:

- Pavement Maintenance Projects went out to bid on 1/31/22. This includes crackseal and patching, slurry seal, mill and overlay areas throughout Town.
- Colorado Blvd Mill and Overlay went out to bid on 1/31/22.
- Colorado Blvd and Tipple Pkwy intersection improvement project is scheduled to go out to bid on 2/14/22.
- Concrete Alley Project is scheduled to go out to bid on 2/14/22.

Water Master Plan (no change):

- The 10-year plan was adopted at the December 14th meeting. Element is also hard at work with long term (50-year) plan and that should be completed at the end of January 2022. A presentation of the document is tentatively scheduled to come to the Board at the March 15th work session.

Water Efficiency Plan:

- Colorado's Water Conservation Act of 2004 requires that water providers in the State of Colorado who annually supply over 2,000 acre-feet per year (AFY) of water to retail customers (covered entities) are required to submit a water conservation plan for review and approval to the Colorado Water Conservation Board (CWCB) at least every seven years. A draft of this document was discussed with the Board at the November 30 work session. Board comments were incorporated and the 60-day public viewing and comment period can begin. Staff is looking to bring the final version to the Board in March for feedback and adoption.

Raw Water Change of Use (no change):

- Engineering staff is coordinating with its water attorney and water rights consultant to evaluate its current raw water portfolio to support filing a change of use application in water court so that these raw water shares could be used for future town use. Preliminary data shows the Town having approximately 72 shares of Lower Boulder water or about 1,000 acre feet of water that can be changed to use for all municipal purposes within the Town's service area. Negotiations with the Lower Boulder Board have produced positive results and a Resolution for support of our Water Court application and substitute water supply plan was approved at their July 30th meeting. A final application to water court has now been executed by the Town and filed.
- Additionally, a substitute water supply plan application has now been executed and submitted to the State for approval and use by the Town next year. We expect to have a ruling on the SWSP by irrigation season 2022.

Water Quality Milavec Lake (no change):

- Engineering staff is coordinating with the Lower Boulder Ditch Company to address water quality concerns. An initial meeting occurred on September 29th to discuss stakeholders to include and strategies for advancing this issue.

Stormwater Master Plan (no change):

- Frederick and Dacono jointly submitted a Department of Local Affairs Energy Impact Grant application in December 2019 to develop a stormwater master plan and on April 3, the Town received notification that they were awarded funding! A contract was approved to Anderson Consulting Engineers at the June 23rd, 2020 Town Board meeting. The project is now going through a financial evaluation to identify funding mechanisms to support future projects. Final completion of the contract was complete at the end of 2021. This project is scheduled to go before the Board for final review and feedback at the March 1st work session and then scheduled for adoption at the April 12th Board meeting.

Engineering Outreach:

- Civil Engineer Zackery Roberson gave a presentation to a select class of Juniors and Seniors at Frederick High School about engineering work and careers.

Stormwater:

- Applications are being reviewed for a Stormwater Engineer for the Engineering Department.

Public Works Department

Streets:

- Clearing out snow and ice downtown area
- Summit view subdivision new street sign installation completed
- Maintenance on stoplight on Colorado Boulevard and Tipple Parkway
- 1/27/22 – crews in for snow event clearing roads and trails
- Crews busy taking care of citizen's concerns for snow and ice
- 2/2/22 & 2/3/22 – PW put with snow and ice control from event

Parks:

- Weekly trash checks being done
- Christmas lights being taken down and out of Crist Park
- Clearing trails
- Removing graffiti off town signs and Skate Park to Summit

Water:

- 12 meter sets – 5 sets at Silverstone; 7 sets at Hidden Creek
- 50 locates for the past 2 weeks

Buildings:

- Christmas lights being taken down off of town buildings
- Assemble furniture at PD

- Inspect building interior
- And exterior systems and grounds
- Complete and submit documentation

Storm Water:

- Clearing out debris along storm inlets and outlets

Fleet Services:

- 21 total services
- 11 scheduled: PW – 2; FFFPD – 5; PD – 4
- 10 unscheduled: PW – 5; FFFPD – 1; PD – 4

Miscellaneous:

- Haul off debris from ditch cleaning along Godding Hollow along FRA to dumpsite in Fort Lupton
- Finish chipping of Christmas tree drop off: 378 total trees chipped
- Public Works working/meeting with Fire Department with burning ditches following protocols
- 1/25/22 – crews in for icy roads control

Training:

- Logan Robertson obtained CDL permit
- Bryce Shirley passed and obtained CDL permit
- Public Works safety meeting – entire crew



TOWN OF FREDERICK MEMORANDUM

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: February 4, 2022

SUBJECT: Town Clerk's Report

- *Commissions Updates*
 - Scholarship Commission
 - The Scholarship Application will be released in February.
- *2022 Election*
 - The Clerk's Office held a lot drawing for placement on the ballot. The ballot order will be as follows:
 - Dan March
 - Windi Padia
 - Brent Bertron
 - Chad TeVelde
 - Suzanna Healy
 - Thomas Cave
 - Aaron Marquez
 - Randy B. Robinson
 - Final envelope designs have been approved. Our election mail will have a different look this year due to nationwide paper shortages.
 - Working on the 2022 Frederick Metropolitan District Election
- *Municipal Court*
 - Working with Chief Norris on the court transition to the Clerk's Office.
- *Liquor Licensing*
 - Reviewing one new liquor license application from Gabe's.

Built on What Matters.



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

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

Tracie Crites, Mayor

Rusty O'Neal, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

TO RATIFY DESIGNATING THE TOWN OF FREDERICK FUTURE LAND USE MAP AS THE THREE-MILE PLAN

Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. Planning Commission Meeting Minutes 01/20/2022
- b. PCR-2022-01A
- c. Comprehensive Plan Map

Finance Review:

Finance Director

Submitted by:

Ali van Deutekom
Interim Planning Manager

Approved for Presentation:


Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The Town of Frederick originally adopted the Town of Frederick Comprehensive Plan Map on April 20, 2006 and it functioned as the Town's three-mile plan until its formal designation with Resolution 08-R-017 March 13, 2008. Since then, resolutions have been adopted annually to continue the designation of the Comprehensive Plan Map as the three-mile plan. This resolution would extend the designation for another year.

Detail of Issue/Request:

In March 2008, the Town of Frederick designated the Town of Frederick Comprehensive Plan Map as the Town's official three-mile plan with Resolution 08-R-017. This designation complies with Colorado Revised Statute 31-12-105.

Built on What Matters.

As required by State Statute, the Town must designate a three-mile plan to be followed during the annexation process. The plan must be designated and updated annually. The Town has historically used the Comprehensive Plan Map as its three-mile plan.

Public Notice: This project was properly noticed according to the requirements of Section 4.5 of the Frederick Land Use Code. No public input has been received.

Planning Commission: This project was presented to the Planning Commission at their January 20, 2022 meeting. The Commission unanimously approved the request.

Legal Comments:

Not Applicable.

Alternatives/Options:

The Board of Trustees may choose whether or not to ratify the decision of the Planning Commission.

Financial Considerations:

Not Applicable.

Staff Recommendation:

Staff recommends the Board of Trustees ratify the decision of the Planning Commission by approving the attached resolution.

1 **PCR-2022-01A**

2 **A Resolution of the Planning Commission Affirming the Town of Frederick**
3 **Future Land Use Map as the Three-Mile Plan**

4
5 Be it resolved by the Planning Commission of the Town of Frederick, Colorado:

6
7 Section 1. The Frederick Planning Commission finds that:

8 1.1 C.R.S. § 31-12-105(1)(e) authorizes municipalities to create a “three-mile plan”
9 for the area up to three miles offset from their municipal boundaries, within which they
10 may annex property.

11
12 1.2 C.R.S. § 31-12-105(1)(e)(I) provides in pertinent part: “Prior to completion of
13 any annexation within the three-mile area, the municipality shall have in place a plan for
14 that area that generally describes the proposed location, character, and extent of streets,
15 subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks,
16 aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for
17 water, light, sanitation, transportation, and power to be provided by the municipality and
18 the proposed land uses for the area. Such plan shall be updated at least once annually.”

19
20 1.3 C.R.S. § 31-23-206 requires the Planning Commission to create a master plan for
21 the physical development of the Town, which may include areas outside of the Town.

22
23 1.4 The Planning Commission is authorized to approve and amend, from time to time,
24 both the three-mile plan and the master plan.

25
26 1.5 In order to preserve the community’s continuous boundary, the Land Use Plan
27 provides a suitable basis for the three-mile plan.

28
29 Section 2.

30 2.1 A public hearing was held and the public was able to provide testimony.

31
32 2.2 This resolution constitutes the written report, findings, and decision of the Town
33 of Frederick Planning Commission.

34
35 Section 3. On the basis of the above, the Town of Frederick Planning Commission approves
36 designation of the Town of Frederick Comprehensive Plan Map as the Town’s
37 Three-Mile Plan.

38
39 This resolution approved this 20th day of January, 2022 by a vote of ____ to ____.

40
41 

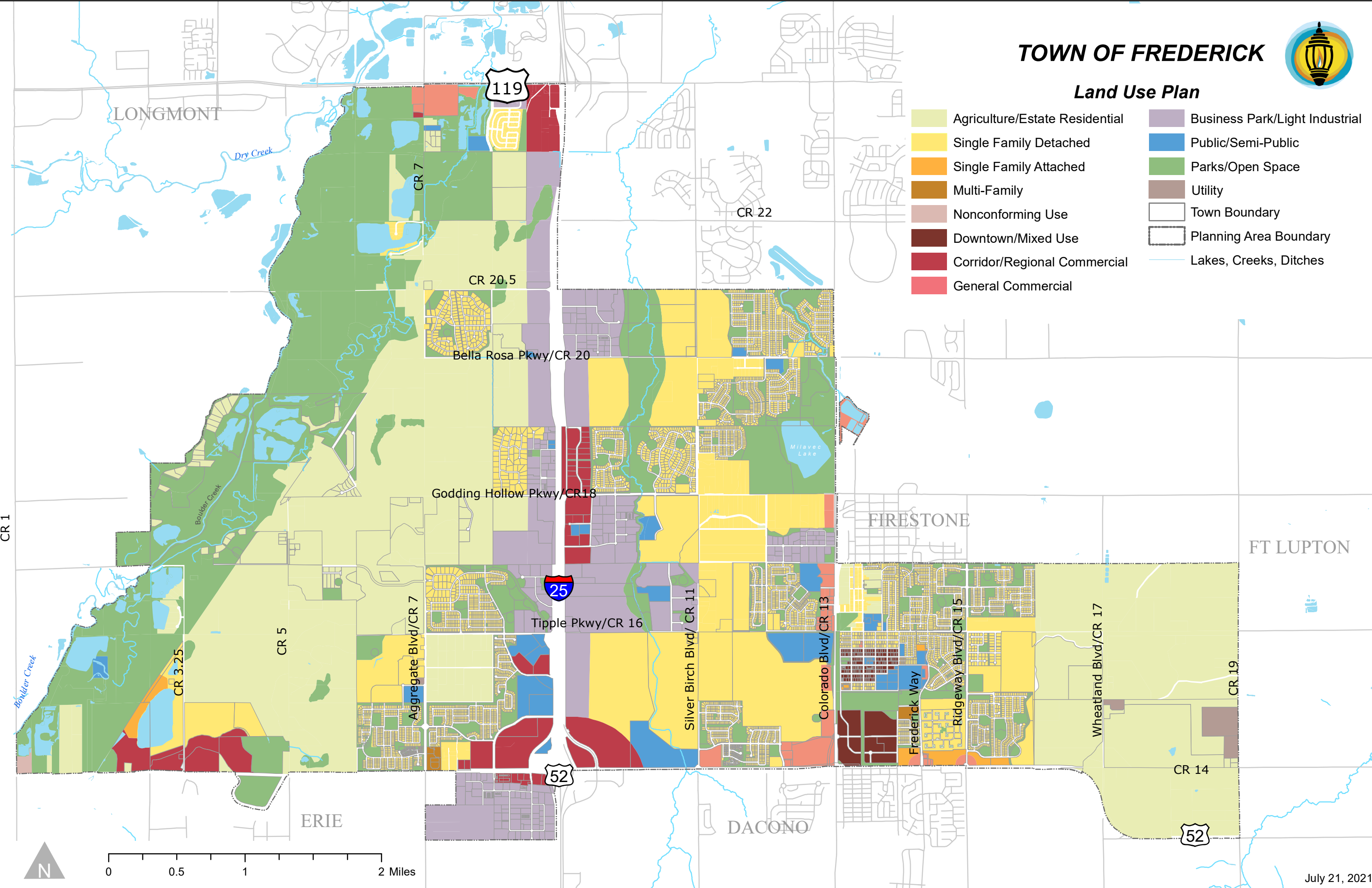
42 _____
43 Tracy Moe, Chairman, Planning Commission

TOWN OF FREDERICK



Land Use Plan

- | | | | |
|--|--------------------------------|--|--------------------------------|
| | Agriculture/Estate Residential | | Business Park/Light Industrial |
| | Single Family Detached | | Public/Semi-Public |
| | Single Family Attached | | Parks/Open Space |
| | Multi-Family | | Utility |
| | Nonconforming Use | | Town Boundary |
| | Downtown/Mixed Use | | Planning Area Boundary |
| | Corridor/Regional Commercial | | Lakes, Creeks, Ditches |
| | General Commercial | | |



RESOLUTION NO. 22-R-08

A RESOLUTION ACCEPTING DESIGNATION OF THE TOWN OF FREDERICK'S FUTURE LAND USE MAP AS THE TOWN'S THREE MILE PLAN AND ACCEPTING AN ANNUAL UPDATE TO THE COMPREHENSIVE PLAN APPROVED BY THE PLANNING COMMISSION

WHEREAS, the Town of Frederick Comprehensive Plan was originally adopted April 20, 2006 by its Planning Commission, and accepted April 27, 2006 by its Board of Trustees; and

WHEREAS, the most recent version of Town of Frederick Comprehensive Plan was originally adopted March 15, 2016 by its Planning Commission, and accepted March 22, 2016 by its Board of Trustees; and

WHEREAS, in March 2008, the Town of Frederick designated the Frederick Comprehensive Plan Map as the Town's official Three-Mile plan pursuant to Resolution 08-R-017, in compliance with Colorado Revised Statute (C.R.S.) § 31-12-105; and

WHEREAS, in accordance with the framework for Three-Mile municipal plans and "master plans", under C.R.S. §§ 31-12-105 and 31-23-206, the Planning Commission updated the Town's Comprehensive Plan as the Town's Three-Mile plan on January 20, 2022, pursuant to Planning Commission Resolution-2022-01A.

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

Section 1. The Town accepts PCR-2022-01A, designating the Town's Future Land Use Map as its Three-Mile plan, and updating the Comprehensive Plan, as of January 20, 2022.

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

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 8th DAY OF FEBRUARY, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Mark Lamach, Trustee
Rusty O'Neal, Trustee
Windi Padia, Trustee

Consideration of Transportation Master Plan, Master Streets Inventory Map Revision

Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. Master Streets Inventory Map
- b. Resolution 22-R-10

Finance Review:

Finance Director

Submitted by:

Jason Berg, E.I.
Civil Engineer

Approved for Presentation:

Brig O'Neal
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Transportation Master Plan, Master Streets Inventory map revision to include additional future Collector classification roadways where they were previously removed and omitted in error.

Detail of Issue/Request:

The Town Engineering Department has determined previously identified Collector classification roadways were mistakenly removed from the final version of the Master Streets Inventory map. The inclusion of the additional collector roadways in future development offers the Town a more robust transportation network capable of more efficiently distributing vehicle traffic. The collector roadways will connect to other existing or planned collector roads in addition to the Town's arterial network and a planned full movement access on Highway 52 included with CO52 Planning and Environmental Linkages (PEL) study and Access Control Plan (ACP).

Built on What Matters.

Legal Comments:

The Town Attorney reviewed the map revision and prepared the Resolution.

Alternatives/Options:

The Town Board may choose to accept or deny the Transportation Master Plan map revision.

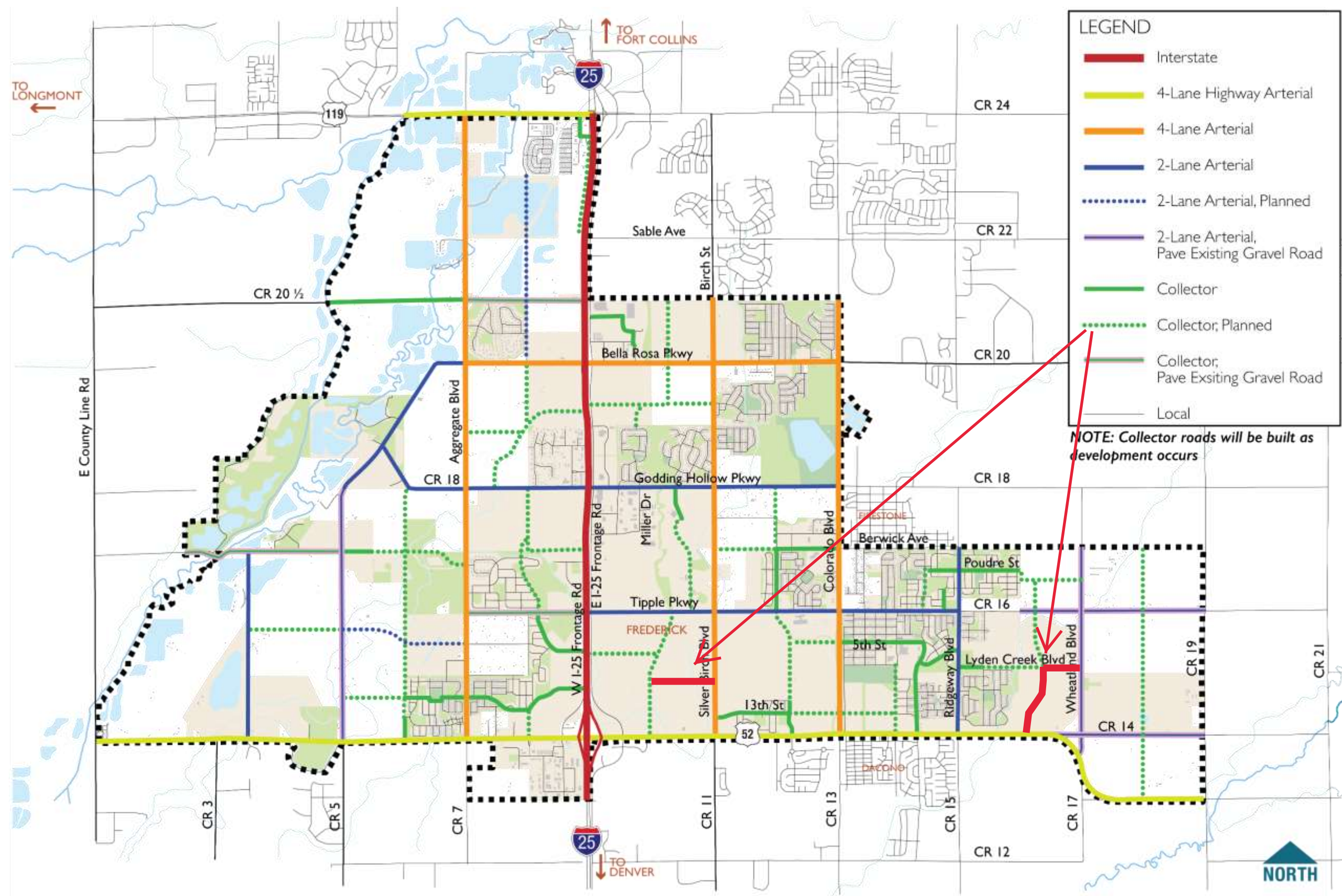
Financial Considerations:

None.

Staff Recommendation:

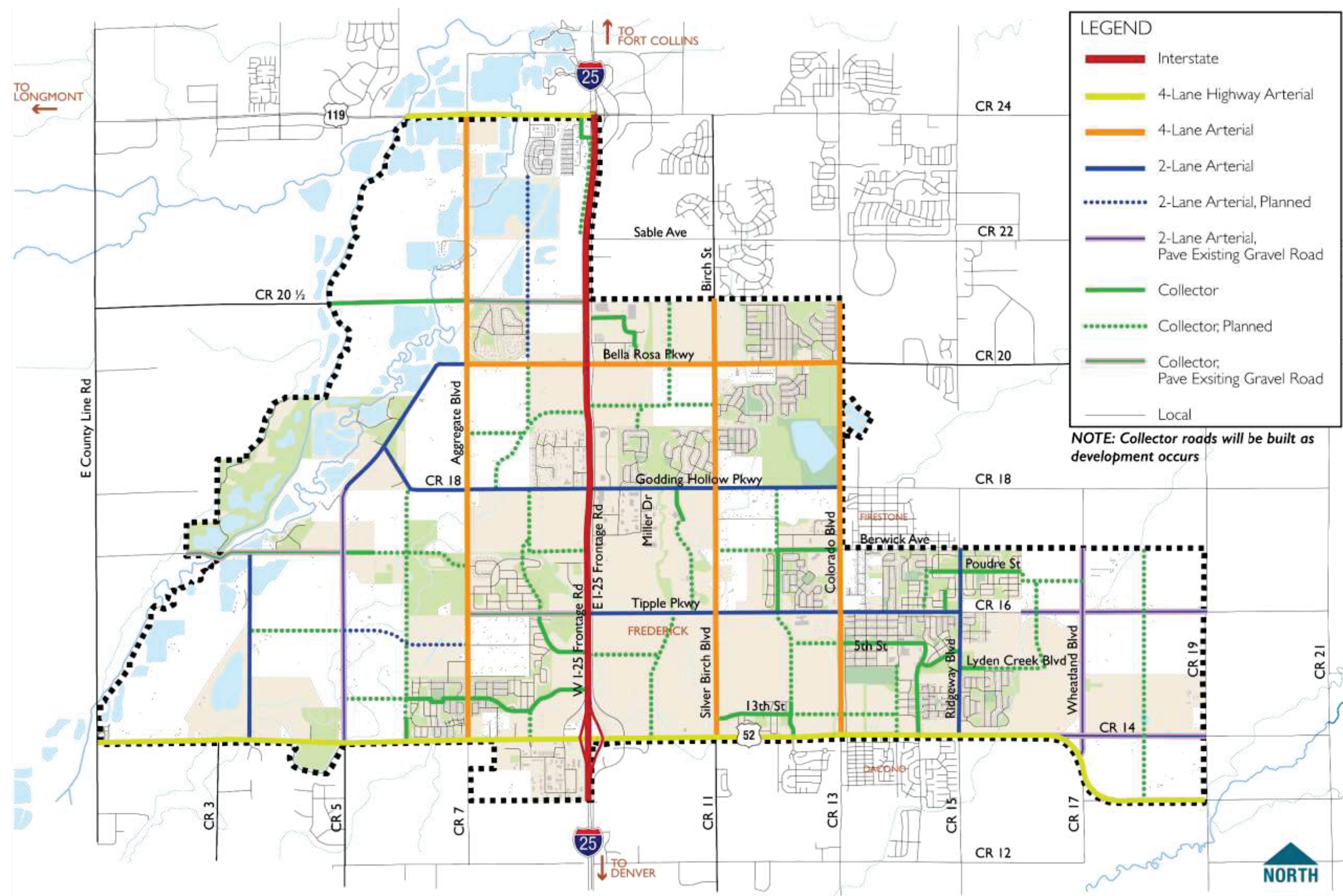
Staff recommends approval of the Resolutions 22-R-10 as presented approving the Transportation Master Plan, Master Streets Inventory map revision.

Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan



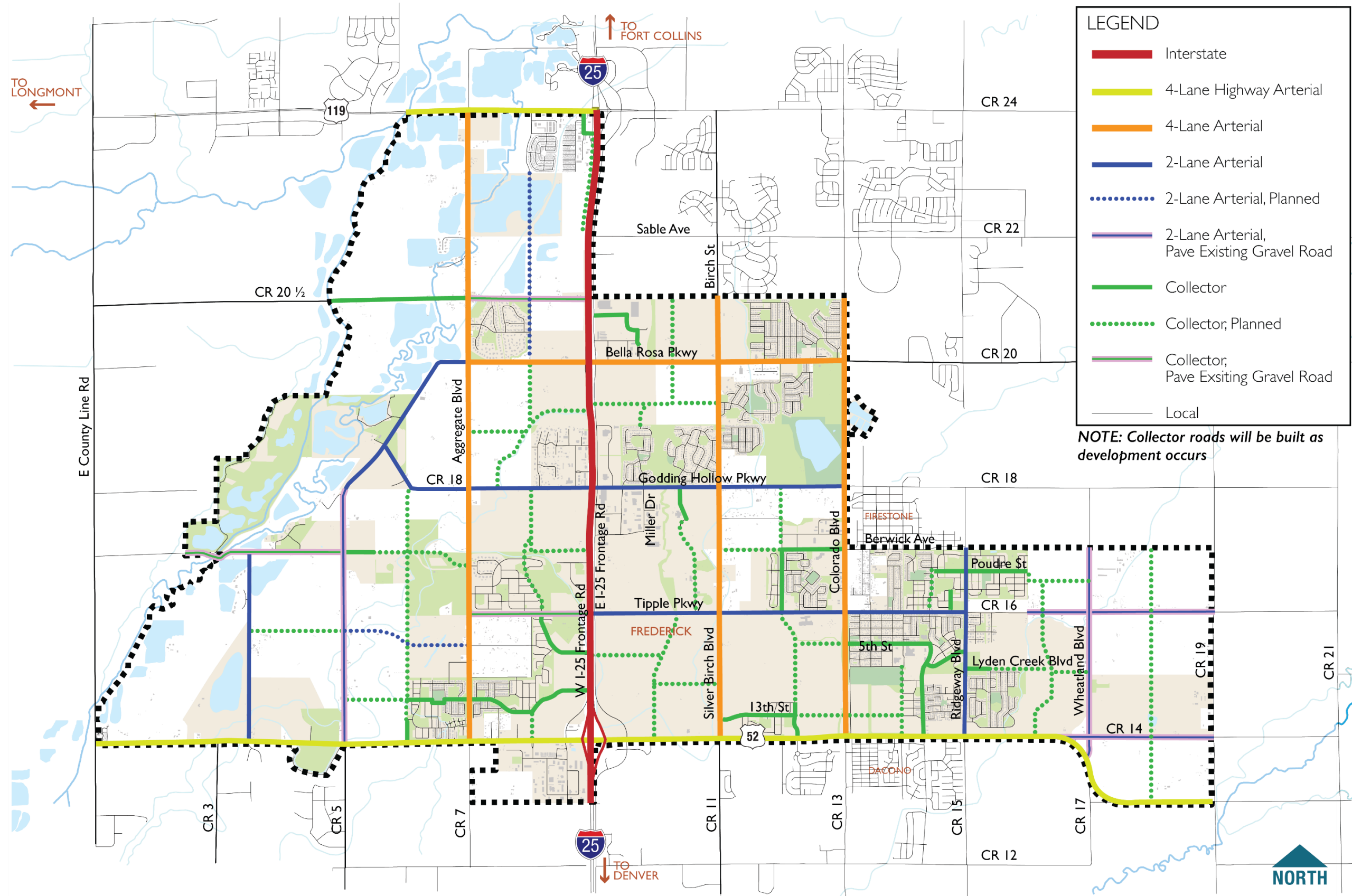
Appendix D: Master Streets Inventory

A planning tool and working document to track progress toward the Master Streets Plan



A planning tool and working document to track progress toward the Master Streets Plan

A planning tool and working document to track progress toward the Master Streets Plan



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Aggregate Boulevard (CR 7)



Functional Classification	
Direction	North / South
Length	5 miles from SH 52 to SH 119
Limits	• To the north, it ends at SH 119 • To the south, CR continues
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
SH 119	Signalized. Right turn lane.
CR 20.5	right of way (2-way stop)
Rinn Valley Drive	right of way (1 stop sign)
Bella Rosa Parkway (CR 20)	right of way (2-way stop)
Godding Hollow Parkway (CR 18)	right of way (2-way stop)
Tipple Parkway (CR 16)	right of way (1 stop sign)
Holly Street (CR 14.75)	right of way (1 stop sign)
Unnamed street north of school	right of way (1 stop sign)
Grand View Elementary, access	right of way. NB left turn lane/SB right turn lane into
CR 14.5	right of way. (2-way stop)
Wyndham Hill Parkway	Roundabout with yields. Crosswalk + ADA
Billings Avenue	Right of way. NB and SB Left turn lanes. (2-way stop)
SH 52	Signalized. SB Left and Right Turn Lanes. Crosswalk + ADA

Design Criteria	
Posted Speed	45 - 35 mph (35 mph near residential areas) 25 mph at school
Roadway Capacity	5,000

Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
Aggregate Blvd (CR 7)	5,000	2	10 ft	1,400	0.14	0.38	5,100	0.51	1.36

Key Issues and Emerging Trends

Land Uses	Agriculture/Estate Residential Single Family Detached Public (School) Parks/Open Space
Existing and Future Traffic Generators	Residential Neighborhoods Grand View Elementary High School (Planned) Middle School (Planned) Aggregate industry (trucks)
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells Fossil Fuels Aggregate Industry

Active Transportation Facilities

Existing Sidewalks	Detached sidewalk: SH 52 to CR 14.5 (east) and to Grand View Elementary (west) Underpass south of CR 14.5
Proposed Sidewalks	
Existing Bike (type, surface, width)	Multiuse path: SH 52 to CR 14.5 No shoulders
Proposed Bike (type, surface, width)	
Safety	No shoulders Crosswalk at SH 52 Reduced speed limit at school One roundabout with crosswalks
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Silver Birch Boulevard (CR 11)



Functional Classification		Major Arterial
Direction	North / South	
Length	In the Town of Frederick planning area, 5 miles from SH 52 to SH 119	
Limits	- To the north, CR 11 finishes at CR 24 - To the south, CR 11 continues	
Existing Right-of-Way (feet)		
Truck Route	Yes	

Intersection	Control Device
CR 24	Signalized. NB Left and Right Turn Lanes
Eagle Crest Blvd	right of way. SB Right turn lane. (1 stop sign)
Monarch Dr	right of way. NB Left/Right turn lane. SB left turn lane. Crosswalk + partial ADA (1 stop sign)
Sandy Ridge Ave	right of way. NB Left turn lane (1 stop sign)
Sable Ave	4-way stop sign
Rosewood Ave	right of way. SB left turn lane and Right turn lane (1 stop sign)
CR 20 (Bella Rosa Parkway)	4-way stop sign
CR 18 (Godding Hollow Parkway)	4-way stop sign. Crosswalk + ADA
CR 16 (Tipple Parkway)	4-way stop sign
SH 52	Signalized. SB Left and Right Turn Lanes.

Design Criteria	
Posted Speed	45 - 35 mph (35 mph near residential areas)
Roadway Capacity	5,000

Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
Silver Birch Blvd (CR 11)	5,000	2	12 ft	2,700	0.27	0.73	6,500	0.65	1.72

Key Issues and Emerging Trends

Land Uses	Agriculture/Estate Residential Single Family Detached Business Park / Light industrial Public Commercial
Existing and Future Traffic Generators	Residential Neighborhoods School (Planned)
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells Fossil Fuels

Active Transportation Facilities

Existing Sidewalks	Detached sidewalk (5-6 ft): From Eagle Crest Blvd to Neighbors Pkwy Missing sidewalk (next to Sable Ave developments) Detached sidewalk (6-8 ft): From Fox Run Blvd to Godding Hollow Pkwy
Proposed Sidewalks	
Existing Bike (type, surface, width)	No Bike lane, 3-4 ft shoulder
Proposed Bike (type, surface, width)	
Safety	3-4 ft shoulders crosswalks: Godding Hollow Pkwy, Eagle Blvd, Monarch Dr
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Colorado Boulevard (CR 13)



Functional Classification	
Major Arterial	
Direction	North / South
Limits	In the Town of Frederick planning area, 5 miles from SH 52 to SH 119
	To the north, CR 13 continues To the south, CR 13 continues
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
CR 24	Signalized. SB, NB, EB, WB left and right turn lanes. Crosswalk +ADA
Booth Dr	Signalized. SB, NB, EB, WB left and right turn lanes. Crosswalk + partial ADA
Sable Ave	Signalized. SB, NB, EB, WB left and right turn lanes. Crosswalk + partial ADA
Bella Rosa Pkwy	Signalized. SB, NB, left and right turn lanes. Crosswalk + partial ADA
Frederick Reservoir / Milavec Lake entrance	Signalized. SB, NB, left and right turn lanes. Crosswalk + ADA
CR 18 (Godding Hollow Parkway)	Signalized. SB, NB, EB, WB left and right turn lanes. Crosswalk + ADA
Majestic St	Signalized. SB, NB, EB, WB left and right turn lanes. Crosswalk +ADA
CR 16 (Tipple Parkway)	Signalized. SB, NB, EB, WB left and right turn lanes. Crosswalk + partial ADA
Fifth St	Roundabout. Crosswalks + ADA
SH 52	Signalized. SB Left and Right Turn Lanes. Crosswalk + ADA

Design Criteria	
Posted Speed	45 - 35 mph (35 mph near residential areas) 25 mph at school
Roadway Capacity	5,000

Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
Colorado Blvd (CR 13)	8,000	2	12 ft	7,900	0.49	1.19	10,100	0.63	1.54

Key Issues and Emerging Trends

Land Uses	Single Family Detached Public (Frederick High School) Parks/Open Space General Commercial / Business park
Existing and Future Traffic Generators	Residential Neighborhoods Commercial corridor Downtowns access High School
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Oil/Gas Wells Fossil Fuels

Active Transportation Facilities

Existing Sidewalks	Multiuse trail (Legacy trail) along all length of corridor Detached sidewalk: Fifth St to Tipple Pkwy, Majestic to Iris Pkwy (serving high school)
Proposed Sidewalks	
Existing Bike (type, surface, width)	Legacy Trail: 10 ft multiuse path, concrete surface Underpass at Godding Hollow Pkwy/Grant Ave and Colorado Blvd shoulder bike lane
Proposed Bike (type, surface, width)	
Safety	4 ft shoulders Median / Center turn lane Signalized crosswalks at all intersections Roundabout on Fifth St Right turn slip lanes at SH 52
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Bella Rosa Pkwy (CR 20)



Functional Classification	Major Arterial
Direction	East / West
Limits	In the Town of Frederick planning area, 3 miles from CR 7 to CR 13 To the west, CR 20 continues as an unpaved road for approximately 0.25 mile, then becomes CR 5, an unpaved, primarily north/south road.
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
Aggregate Blvd	Two way stop sign.
Homestead Dr	right of way. WB left turn lane (1 stop sign)
I-25 W Frontage Rd	4-way stop sign. SB, NB, WB, and EB left turn lanes. NB right turn lane.
I-25 E Frontage Rd	4-way stop sign. SB, NB, WB, and EB left turn lanes. NB and SB right turn lane.
Silver Birch Blvd	4-way stop sign.
Grand Mesa	right of way. EB and WB acceleration lane. (1 stop sign)
Bobcat St	right of way. WB left turn lane. Crosswalk + ADA + flashing beacon (1 stop sign)
Sandpiper st	right of way. EB left turn lane (1 stop sign)
Colorado Blvd	Signalized. WB, NB and SB Left turn lanes. NB Right turn lane. Crosswalk

Design Criteria	
Posted Speed	45 - 35 mph (35 mph near residential areas)
Roadway Capacity	5,000

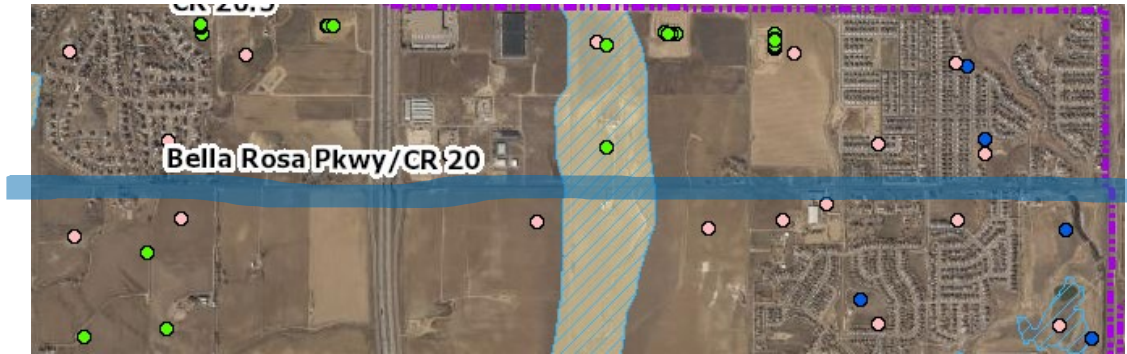
Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
Bella Rosa Pkwy (CR 20)	6,000	2	12 ft	4,100	0.34	0.72	10,400	0.87	1.82

Key Issues and Emerging Trends

Land Uses	Agriculture/Estate Residential Single Family Detached Public (church / golf course) Business Park / Light Industrial Parks/Open Space
Existing and Future Traffic Generators	Residential Neighborhoods Industry East – West connectivity (underpass I-25)
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells

Active Transportation Facilities

Existing Sidewalks	Detached sidewalk: Btw Colorado Blvd and Grand Mesa Ave. (Multiuse path – 8 ft wide, concrete) Missing gap between Shetland Dr and Wetland Loop Missing gap connection east to west of I-25 (underpass)
Proposed Sidewalks	
Existing Bike (type, surface, width)	No Bike lane, no shoulder
Proposed Bike (type, surface, width)	
Safety	No Shoulders – 2 ft shoulders 1 crosswalk: Crosswalk with Rapid Flashing Beacon System (Bobcat St)
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Godding Hollow Pkwy (CR 18)



Functional Classification	Arterial
Direction	East / West
Limits	In the Town of Frederick planning area, 3 miles from CR 7 to CR 13
	- To the west, CR 18 continues as an unpaved road for approximately 1 mi until ending on CR 5 - To the east, CR 18 continues into Firestone
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
Aggregate Blvd	stop sign. (2-way stop sign)
I-25 W Frontage Rd	stop sign. Ends on I-25 W Frontage rd. (1 stop sign)
I-25 E Frontage Rd	stop sign. Starts on I-25 E frontage rd. WB, NB and SB Left turn lanes. WB Right turn lane. (1 stop sign)
Johnson Dr	right of way. WB, EB Left and Right turn lanes. (1 stop sign)
Miller Dr	right of way. WB, EB Left and Right turn lanes. (1 stop sign)
Eagle Blvd	right of way. WB, EB Left and Right turn lanes. Crosswalk. (1 stop sign)
Silver Birch Blvd	4-way stop sign. WB, EB, Left turn lanes.
Colorado Blvd	Signalized. WB, EB, NB and SB Left turn lanes. EB right turn. Crosswalks + partial ADA

Design Criteria	
Posted Speed	45 mph
Roadway Capacity	5,000

Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
Godding Hollow Pkwy (CR 18)	5,000		12 ft	2,400	0.24	0.65	4,300	0.42	1.14

Key Issues and Emerging Trends

Land Uses	Agriculture/Estate Residential (west) Single Family Detached Parks/Open Space Business Park / Light Industrial Corridor / General Commercial
Existing and Future Traffic Generators	Residential Neighborhoods Elementary (school) Firestone access Recreational area (Milavec Reservoir)
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells

Active Transportation Facilities

Existing Sidewalks	Detached sidewalk (8 ft concrete): Johnson Dr to Silver Birch and next to Frederick reservoir
Proposed Sidewalks	
Existing Bike (type, surface, width)	Multiuse path (8 ft concrete): Frederick reservoir Underpass on Colorado Blvd to Legacy trail 4 ft shoulder from E Frontage I-25 to Colorado Blvd
Proposed Bike (type, surface, width)	
Safety	No Shoulders (west side) I-25 E Frontage to Colorado Blvd: center turn lane and 4 ft shoulder
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Tipple Parkway (CR 16)



Functional Classification	Arterial
Direction	East / West
Limits	In the Town of Frederick planning area, 6 miles from CR 7 to CR 19 - To the west, CR 16 ends at Aggregate Blvd (CR 7) - To the east, continues as CR 16
Existing Right-of-Way (feet)	
Truck Route	Yes

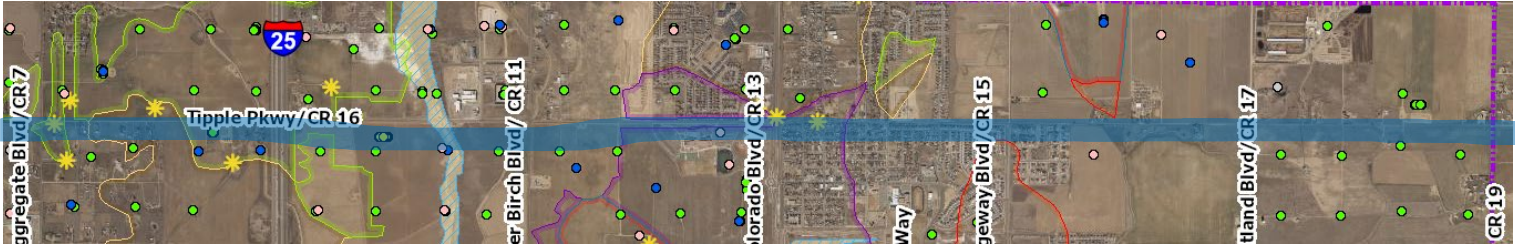
Intersection	Control Device
Aggregate Blvd	stop sign. Unpaved road starts. (1 stop sign)
I-25 W Frontage Rd	stop sign. End on I-25 W Frontage rd. (1 stop sign)
I-25 E Frontage Rd	stop sign. Starts on I-25 E frontage rd. WB Left and Right turn lane
Silver Birch Blvd	4-way stop sign.
William Bailey Ave	right of way. WB, EB, NB and SB Left and Right turn lanes. (1 stop sign)
Canyon Ave	right of way. WB, EB, Left and Right turn lanes. Crosswalk + ADA. (1 stop sign)
Colorado Blvd	Signalized. WB, EB, NB and SB Left turn lanes. EB right turn. Crosswalks + partial ADA
Elm St	right of way (1)
Oak St	4-way stop sign
Locus St	right of way (1)
Aspen Dr	right of way (1)
Walnut St	right of way (1)
Maple Dr	right of way (1)
Maple St	3-way stop sign
Brook St	right of way (1)
Hawthorne	Right of way (2)
Cable Ave	right of way. EB Right turn and acceleration lane (1 stop sign)
Ridgeway Blvd	right of way (2-way stop sign)
St St / Peace St	right of way (1 stop sign)
Wheatland Blvd (CR 17)	4-way stop sign
CR 19	4-way stop sign

Design Criteria	
Posted Speed	45 - 35 mph (35 mph near residential areas / 35 mph when unpaved) 25 mph when in downtown (as 1st St)

Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
Tipple Pkwy (CR16)	5,000		12 ft	3,600	0.25	0.67	4,400	0.44	1.18

Key Issues and Emerging Trends	
Land Uses	Agriculture/Estate Residential (west/east) Single Family Detached Business Park / Light Industrial Public (School)
Existing and Future Traffic Generators	Residential Neighborhoods High School Downtown Access
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland /Flood Plain Oil/Gas Wells / Fossil Fuels / Mine Air Shafts

Active Transportation Facilities	
Existing Sidewalks	Detached sidewalk (8 ft concrete): From William Bailey Avenue to Colorado Blvd Detached sidewalk (5 ft concrete): From Maple St to Ridgeway Blvd Attached roll-over sidewalk (3-4 ft concrete): From Elm St to Maple St
Proposed Sidewalks	
Existing Bike (type, surface, width)	Multiuse path (8 ft concrete) from William Bailey Ave to Colorado Blvd No bike lane. 3-4 ft Shoulders
Proposed Bike (type, surface, width)	
Safety	3-4 ft shoulders Center turn lane from E I-25 frontage to Silver Birch Blvd (no shoulders) No downtown crosswalks / No speed reduction (at school)
Pavement Condition	Unpaved from Aggregate Blvd to I-25 Frontage Rd Paved from E I-25 to Peace St Unpaved from Peace St to CR 19



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Bulrush Boulevard (CR 5)



Functional Classification		Collector	
Direction		North / South	
Limits		In the Town of Frederick planning area, 3.3 miles from CR 20 to SH 52 - To the north-east, CR 5 continues as CR 20 (Bella Rosa Parkway) - To the south, CR 5 continues	
Existing Right-of-Way (feet)			
Truck Route		Yes	

Intersection		Control Device	
Aggregate Blvd		2-way stop sign.	
Goddig Hollow Pkwy		right of way. (1 stop sign)	
SH 52		2-way stop sign. WB and EB Left turn lane	

Design Criteria	
Posted Speed	45 mph
Roadway Capacity	5,000

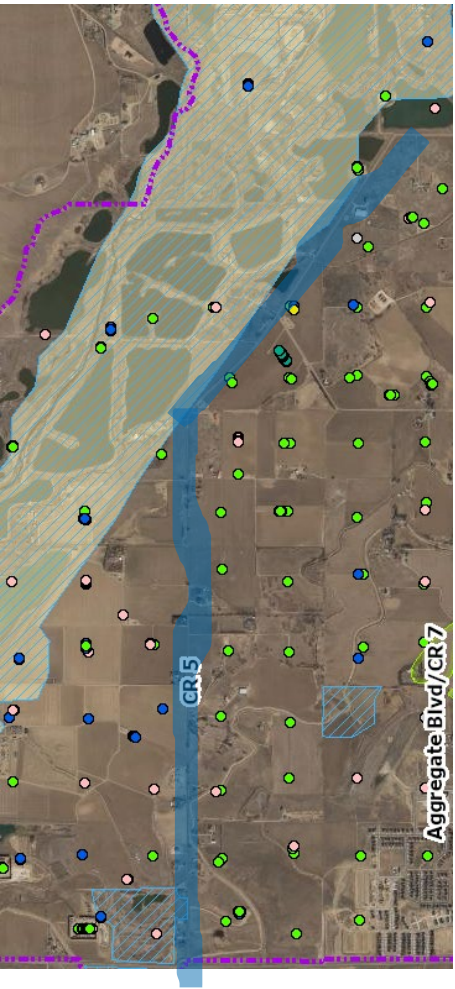
Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
CR 5 (Bulrush Blvd)	5,000	2	11 ft	1,300	0.13	0.33	3,900	0.39	1.03

Key Issues and Emerging Trends

Land Uses	Agriculture/Estate Residential Parks/Open Space
Existing and Future Traffic Generators	Recreational Area
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells

Active Transportation Facilities

Existing Sidewalks	No sidewalks
Proposed Sidewalks	
Existing Bike (type, surface, width)	No bike lanes or trails
Proposed Bike (type, surface, width)	
Safety	Paved (1.3 mi): From Daho Creek Access Rd to 1,000 ft west of Aggregate Blvd. No Shoulders Unpaved road
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

CR 20.5



Functional Classification	Collector
Direction	East / West
Limits	In the Town of Frederick planning area, 2.1 miles from county limits to I-25 W Frontage Rd
	To the west, CR 20.5 continues To the east, CR 20.5 ends at I-25
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
Boulder Creek	Bridge
Access road to Aggregate industry	Right of way. EB turn and acceleration lane. (I stop sign)
Aggregate Blvd	Two way stop sign.
I-25 W Frontage Rd	Stop sign. (I stop sign)

Design Criteria	
Posted Speed	55 mph
Roadway Capacity	5,000

Roadway	Roadway Capacity (per lane)	Number of Lanes	Lane Size	2020 - Current			2040 - Forecast		
				Traffic Volume	Daily V/C	Peak Hour V/C	Traffic Volume	Daily V/C	Peak Hour V/C
CR 20.5	5,000	2	11 ft	2,900	0.29	0.77	6,800	0.68	1.8

Key Issues and Emerging Trends	
Land Uses	Agriculture/Estate Residential Parks/Open Space Single family detached Business Park / Light Industrial
Existing and Future Traffic Generators	East – west (Connection with Longmont) Access to recreational areas Aggregate industry (trucks)
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain (Boulder creek) Oil/Gas Wells Aggregate Industry

Active Transportation Facilities	
Existing Sidewalks	No Sidewalks
Proposed Sidewalks	
Existing Bike (type, surface, width)	No bike lane or trail. No shoulders on paved road
Proposed Bike (type, surface, width)	
Safety	No Shoulders
Pavement Condition	Paved from border to county border (CR 1) to Aggregate Blvd Unpaved from Aggregate Blvd to I-25 W Frontage Rd Bridge over Boulder Creek



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Frederick Way



Functional Classification	Collector
Direction	North / South
Limits	In the Town of Frederick planning area, 0.75 miles from SH 52 to Fifth St
	- To the north, Frederick way continues as Hawthorne St - To the south, Frederick way continues as Glen Creighton Dr
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
Fifth St	Four way stop sign. Crosswalks +ADA
Access road (rec center)	right of way (I stop sign)
6th St	right of way (I stop sign)
St Vrain Dr	right of way (I stop sign)
12th St	right of way (I stop sign)
13th St	right of way (I stop sign)
Mountain View Dr	right of way (I stop sign)
14th St	right of way (I stop sign)
SH 52	Signalized. SB, NB, WB, and EB left turn lanes. NB, WB and EB right turn lane. Crosswalks

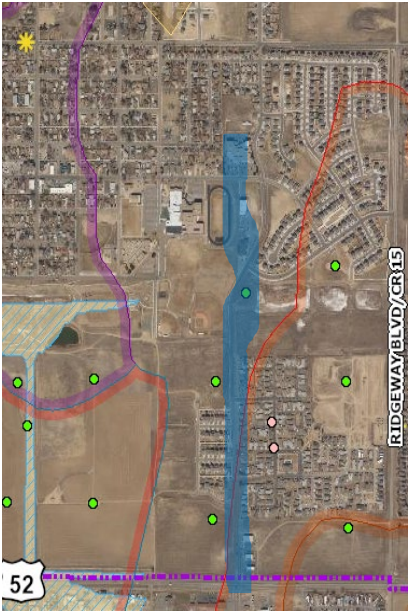
Design Criteria	
Lane width	16 ft (no shoulders)
Posted Speed	25 mph - 20 mph (20 mph near school)
Roadway Capacity	

Key Issues and Emerging Trends

Land Uses	Residential (Single Family detached) Multifamily Parks / Open Space (Centennial park) Elementary school and recreational center
Existing and Future Traffic Generators	Downtown access (retail and civic services) Residential neighborhoods Elementary school Recreational center
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells Fossil Fuels

Active Transportation Facilities

Existing Sidewalks	Detached sidewalk (5 ft, concrete): SH 52 to Fifth St (west) Missing sidewalk gap at SH 52 intersection
Proposed Sidewalks	
Existing Bike (type, surface, width)	No shoulders / no bike lane
Proposed Bike (type, surface, width)	
Safety	No Shoulders, median at SH 52 gateway Low speed limits + lighting Missing sidewalk/ramp at intersection with SH 52
Pavement Condition	



Appendix D: Master Streets Inventory
A planning tool and working document to track progress toward the Master Streets Plan

Fifth Street



Functional Classification	Collector
Direction	East / West
Limits	In the Town of Frederick planning area, 0.7 miles from Colorado Blvd to Frederick way
	To the west, Fifth St ends at Colorado Blvd (CR 13) To the east, Fifth St ends in a residential development (6th St)
Existing Right-of-Way (feet)	
Truck Route	Yes

Intersection	Control Device
Colorado Blvd	Roundabout. Crosswalks + ADA
Main St	right of way. Crosswalk + ADA + Bulb-outs. (2-way stop)
Elm St	right of way. Crosswalk + ADA + Bulb-outs. (2-way stop)
Oak St	4-way stop sign. Crosswalks + ADA + bulb-outs
Locus St	right of way. (2-way stop)
Walnut	4-way stop sign. Crosswalks +ADA
Maple St	4-way stop sign. Crosswalks
Access school	right of way. (1 stop sign)
Access road (recreational center)	right of way. Crosswalk + ADA. (1 stop sign)
Fifth St	4-way stop sign. Crosswalks +ADA

Design Criteria	
Lane width	15 ft + parking (no shoulders)
Posted Speed	25 mph - 20 mph (20 mph near school)
Roadway Capacity	

Key Issues and Emerging Trends

Land Uses	Downtown/Mixed Use Public (city hall, school, rec center) Single family detached
Existing and Future Traffic Generators	Downtown retail and civic services Parks and Open Space access (Centennial park) Elementary school Recreational center
Future/Planned Developments	
Environmental Constraints within 1/2 mile	Wetland Flood Plain Oil/Gas Wells Fossil Fuels

Active Transportation Facilities

Existing Sidewalks	Attached sidewalks (3-4 ft, concrete)
Proposed Sidewalks	
Existing Bike (type, surface, width)	No bike lane / no shoulders
Proposed Bike (type, surface, width)	
Safety	No Shoulders Low speed limits + lighting Crosswalks at 8 intersections (only missing Locus St)
Pavement Condition	



**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-10**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
REVISING THE TOWN OF FREDERICK TRANSPORTATION MASTER
PLAN STREETS INVENTORY MAP**

WHEREAS, the Town has previously adopted a Transportation Master Plan (“Plan”); and,

WHEREAS, a part of the Plan included a Master Streets Inventory map designating classifications of current and future roadways within the Town of Frederick; and,

WHEREAS, the map requires an update to designate collector roadway infrastructure that is needed for the future growth of the Town which had previously been omitted.

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

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

**INTRODUCED, READ, PASSED AND ADOPTED THIS 10th DAY OF
FEBRUARY, 2022.**

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A
(Master Streets Inventory Map)



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

A Consideration of the Clearview Villages Preliminary/Final Plat

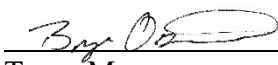
Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. Preliminary/Final Plat
- b. Landscape Plan
- c. Phasing Plan
- d. PCR-2022-03A
- e. Planning Commission Minutes
- f. E-mail of Objection from neighbor
- g. Information Memo from Jason Berg regarding the MOAPI
- h. MOAPI

Finance Review: _____
Finance Director

Submitted by: _____
Ali van Deutekom
Interim Planning Manager

Approved for Presentation: _____

Town Manager

☒ Quasi-Judicial ☐ Legislative ☐ Administrative

Summary Statement: This is a request for the Board of Trustees to consider an application for a combined preliminary/final plat for the Clearview Villages property. The application proposes 301 single-family home lots.

Detail of Issue/Request:

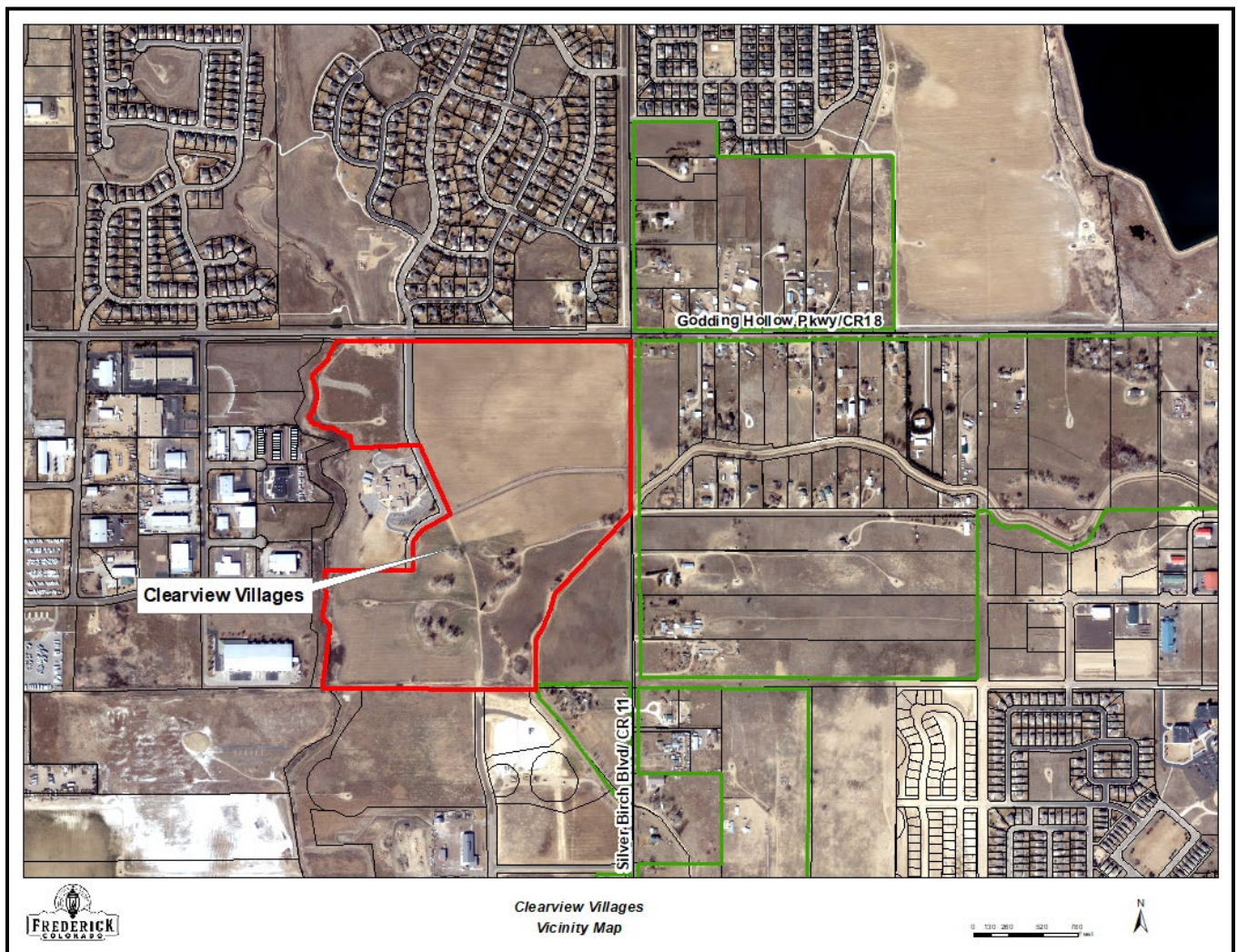
Applicant: LAI Design Group

Owner: BCL Colorado, LP

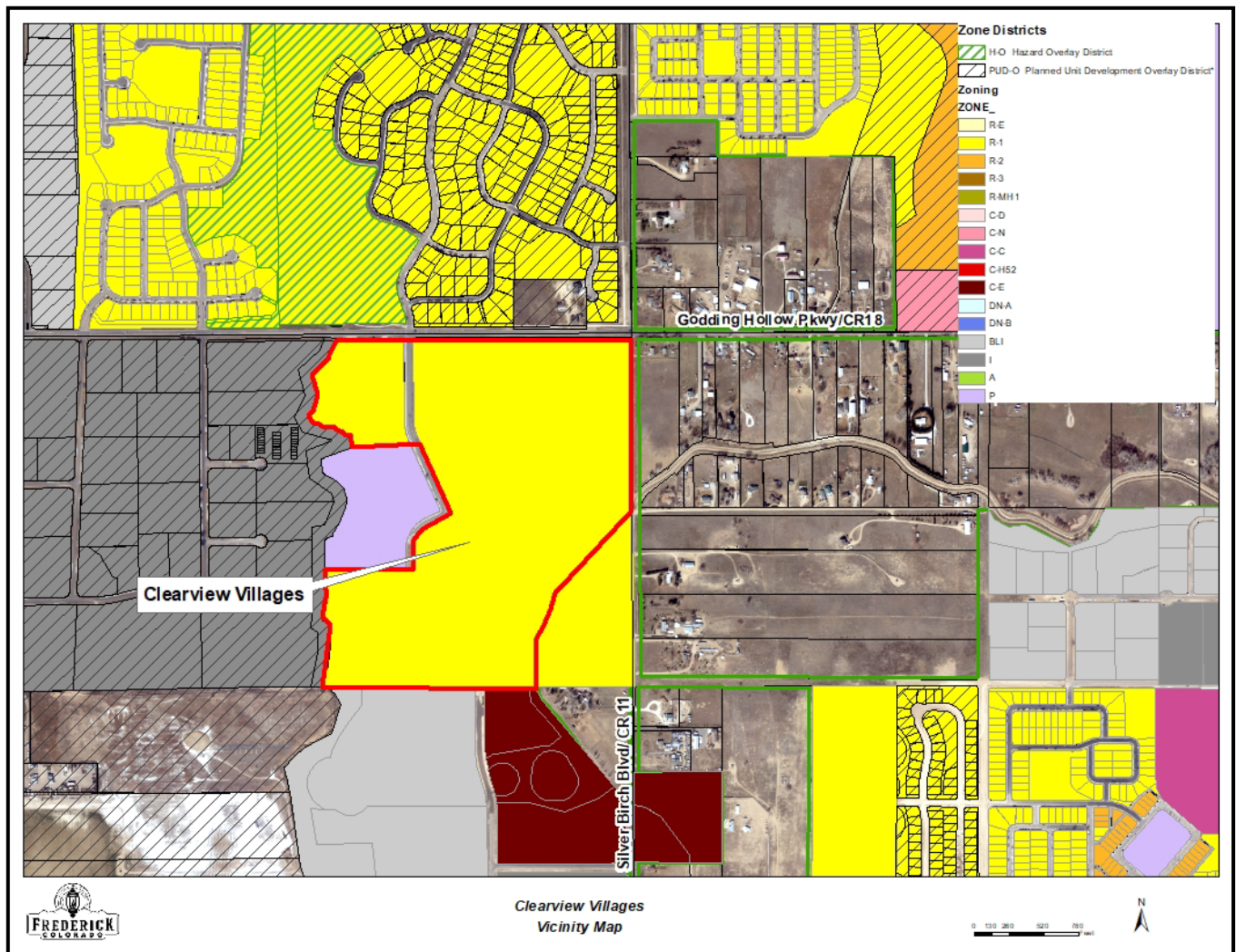
Built on What Matters.

Location and Zoning:

The project site is located at the southwest corner of Silver Birch Blvd. and Godding Hollow Pkwy. It is zoned R-1 (Residential Low Density). The subject property consists of 104.519 acres, more or less. A vicinity map follows.

**Surrounding Land Uses and Zoning:**

North	Land use: single family detached residences (Eagle Valley) Zoning: R-1 (Residential Low-Density) with a PUD (Planned Unit Development) overlay
South	Land use: platted industrial lots and a single-family residence Zoning: BLI (Business Light Industrial) and Weld County Ag
West	Land use: industrial buildings and Legacy Elementary School Zoning: I (Industrial) with a PUD overlay and P (Public)
East	Land use: single family residences Zoning: Weld County Ag



Background Information:

The property was annexed into the Town in February 1988 as a portion of parcel 3, of the Grant Annexation.

On July 9th 2019, the Board of Trustees heard a proposal to add a Planned Unit Development overlay district on the property and approve a sketch plan. The Board of Trustees voted to deny the PUD overlay request and approve the sketch plan.

The sketch plan approved a maximum of 447 dwelling units on 116.804 acres. This equates to a density of 3.8 dwelling units per acre. The R-1 zone district permits a maximum of 5 dwelling units per acre.

On January 26, 2021, the Board of Trustees heard a proposal to add a PUD overlay to the property and approve a preliminary/final development plan and preliminary/final plat for 344 dwelling units. The Board of Trustees voted to deny the PUD overlay request. At that point, the applicant withdrew the application.

Request:

This is a request to approve a combined preliminary and final plat in the R-1 zone district with no PUD overlay. The applicant is proposing 301 single family detached lots. The lots range in size from 6,250 square feet to 12,337 square feet. The proposed density set forth in the combined preliminary and final plats is 2.9 dwelling units per acre.

Per section 2.14 of the Frederick Land Use Code, an R-1 zoned subdivision requires 20% of the property be dedicated to open space. The applicant is proposing 25.1% of the site as open space. This equates to 26.7 acres to be used for an extensive trail system, a passive recreation open space and two pocket parks to promote a healthy lifestyle for its residents.

With this project, Eagle Boulevard will be extended to the southern property line as a collector road and Fields Street will be constructed from Legacy Elementary to Silver Birch Boulevard as a collector road.

Review Criteria

The Town of Frederick Land Use Code sets forth the following review criteria for the proposed actions. Staff has provided comments for each set of criteria.

Preliminary Plat Review Criteria Analysis

1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.

Staff Comment: The proposed preliminary plat is consistent with Frederick Land Use Code. The proposal is also relevant to the following excerpts from the comprehensive plan Growth and Development objective; limit sprawl through targeted growth and conservation design measures. Residential Neighborhoods objectives; encourage development within the primary growth area to leverage existing community facilities and infrastructure, promote a mix of housing types to accommodate a range of incomes, ages, and families, ensure residential developments demonstrate multi-modal connectivity, and promote the use of conservation design to preserve Frederick's open space areas. Transportation and Mobility objective; ensure new neighborhoods are well-connected to older neighborhoods through both motorized and non-motorized transportation options.

2. The application is consistent with the approved sketch plan and incorporates the Planning Commission's recommendations and conditions of approval.

Staff Comment: The plat is consistent with the approved sketch plan approved by the Board of Trustees on July 9th, 2019, which allowed for up to 447 single-family detached dwellings. There were no conditions of approval placed on the project.

3. The land use mix within the project conforms to the Town's Zoning District Map and Comprehensive Land Use Map and furthers the goals and policies of the Comprehensive Plan, including:

- (a) The proposed development promotes the Town's small-town, rural character;

Staff Comment: The Clearview Villages project will further promote the Town's small-town character by providing family-friendly, single family lots with access to

park and tree-lined streets. There is an existing elementary school in the neighborhood making these homes a desirable choice for young families.

- (b) Proposed residential development adds diversity to the Town's housing supply;

Staff comment: While the Clearview Villages development is a single-family project, the variety of lot sizes provide future homeowners with a choice. The proposal will offer a lot sizes ranging from 6,250 square feet to 12,337 feet, with the majority of the single family detached lots falling in the 6,600 – 7,000 square feet range. As proposed, the smaller profile lots will assist the Town with achieving certain goals articulated in the 2016 Comprehensive Plan, including encouraging a diverse housing mix to include smaller-scale homes.

- (c) Proposed commercial development will benefit the Town's economic base;

Staff comment: There are no commercial uses proposed for Clearview Villages.

- (d) Parks and open space are incorporated into the site design;

Staff comment: The project is required to dedicate 20% of the total acreage to open space. The applicant has gone above the required dedication and provided 25.1% open space. Two pocket parks will be dispersed across the site; as well as, a large passive recreation area around the floodplain and water quality pond areas which includes a large turf area for organized sports. Off road trails will provide connectivity throughout the site and link to the sidewalks of each public rights -of-way.

- (e) The proposed project protects the Town's environmental quality; and

Staff comment: Clearview Villages has taken steps, above the submittal requirements, to protect the Town's environmental quality. They are plugging and abandoning multiple oil and gas wells and removing tanks on site. As part of that process, soil and water monitoring has been put in place and is estimated to continue.

An ecological assessment was performed and completed by CTL Thompson as part of the Wetlands studies. CTL performed threatened and endangered species observation and Cultural resources review. The project area was assessed for potential habitat for threatened, endangered, and candidate species under the Endangered Species Act (ESA). CTL did not observe the presence of federally listed endangered or threatened plant or animal species on the Site; however, they believe the Site presents suitable habitat for the Ute-ladies' tresses and the Colorado Butterfly plant. The applicant will work with Colorado Parks and Wildlife for further consultation. For a higher level of assurance and to avoid destruction of migratory bird nests, vegetation will be removed outside of the breeding season.

CTL also performed a Raptor Evaluation. The evaluation concluded if removal of trees and vegetation is required, it is recommended that removal procedures take place outside of the breeding season to avoid take of species protected by the Migratory Bird Treaty Act.

- (f) The development enhances cultural, historical, educational and/or human service opportunities.

Staff comment: The development's intent is to offer diversity and affordability; and as a result, bring together different buyers who will create a diverse neighborhood of different backgrounds. The development will provide better access to the existing elementary school.

4. The utility and transportation design is adequate, given existing and planned capacities of those systems.

Staff Comment: The Town Engineer has reviewed the transportation impact report and construction documents and has negotiated, with input and assistance from the Town's special counsel, a memorandum of agreement for public improvements ("MOAPI"). The Board's approval of the MOAPI is required as a condition of the combined preliminary and final plat approval. A copy of the MOAPI and an Information Memorandum from the Town Engineer summarizing the key terms of the MOAPI are included in the packet provided to the Board. Execution of the MOAPI by the property owner and Town is required prior to recordation of the combined preliminary/final plat.

5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.

Staff comment: During the neighborhood meetings, the major concern of the neighbors was additional traffic. This development hopes to improve vehicular circulation around the school by adding two additional street connections. The development will contribute funds into the construction of a traffic light on Godding Hollow Parkway and Silver Birch Boulevard. They will also build half the ultimate section of road on Godding Hollow Parkway and Silver Birch Boulevard adding an extra lane adjacent to the site.

6. There is a need or desirability within the community for the applicant's development, and the development will help achieve a balance of land use and/or housing types within the Town, according to the Town's goals.

Staff comment:

The vision statement included in Chapter 4 of the Town's 2016 Comprehensive Plan sets forth the following:

"In the year 2036...

Frederick is the historic and cultural heart of the Carbon Valley. Faced with rapid regional growth, the Town has maintained its local charm and character, while accommodating new housing, commercial, and light industrial development. The Town has effectively captured and maintained its century-old heritage and built upon existing assets to be a regional destination while providing a high quality of life for the residents who call Frederick home."

(emphasis supplied). The applicant's development proposes new residential infill development on property that is identified in the LAND USE PLAN (page 45 of the 2016 Comprehensive Plan) as property that should be developed as single family detached.

As set forth above, the applicant is proposing 301 single family detached lots ranging in size from 6,250 square feet to 12,337 square feet. The majority of the single family detached lots fall in the

6,600 – 7,000 square feet range. These smaller profile lots will assist the Town with achieving certain goals articulated in the 2016 Comprehensive Plan, including encouraging a diverse housing mix to include smaller-scale homes and units that cater to residents looking to downsize.

The 2016 Comprehensive Plan also highlights the importance of maintaining parks, open space and the environment as the Town grows. The applicant has made parks and open space a priority by proposing to dedicate 25.1% of the property as open space (which exceeds the 20% requirement set forth in Code).

Staff concludes that the Preliminary Plat Review Criteria have been met, as specifically set forth above.

Final Plat Review Criteria Analysis

1. The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications, and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.

Staff Comment: This is a combined preliminary and final plat. You will be voting to approve the preliminary plat prior to the final plat.

2. The development will substantially comply with the community design principles and development standards as set forth in Article 2 of this Code.

Staff Comment: The final plat complies with current community design principles as defined in Article 2 of the Town Code.

3. All applicable technical standards have been met.

Staff Comment: All technical standards have been met.

4. An updated title commitment dated current to within fourteen (14) days of the Board of Trustees meeting.

Staff Comment: An updated title commitment was been delivered to the Town.

Staff concludes that the Final Plat Review Criteria have been met, as specifically set forth above.

Public Notice: This project was properly noticed according to the requirements of Section 4.5 of the Frederick Land Use Code. Staff received an email voicing concern with the proposal, generally. Staff has included the email in the packet. All other concerns with the project were raised during the public meetings that were conducted and are addressed in this report.

Planning Commission: A virtual and in-person Planning Commission meeting was held January 20, 2022. The Planning Commission recommended approval with a vote of 5-0 by approving PCR-22-03A.

Legal/Political Considerations:

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

Alternatives/Options:

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

Recommended motions:

CLEARVIEW VILLAGES PRELIMINARY/FINAL PLAT

Option A: Approval

"I MOVE TO APPROVE ORDINANCE NO. [REDACTED], AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, APPROVING THE CLEARVIEW VILLAGES PRELIMINARY/FINAL PLAT, BASED ON FINDING THAT THE PROCEDURAL REQUIREMENTS IN SECTION 4.6 OF THE TOWN LAND USE CODE AND THE APPLICABLE PRELIMINARY AND FINAL PLAT REVIEW CRITERIA IN SECTIONS 4.7.4 AND 4.9.1 OF THE LAND USE CODE HAVE BEEN SATISFIED, AS DEMONSTRATED BY TESTIMONY PROVIDED AT THE JANUARY 26, 2021 BOARD HEARING AND THE WRITTEN MATERIALS IN THE RECORD."

Option B: Approval with additional conditions

"I MOVE TO APPROVE WITH THE FOLLOWING ADDITIONAL CONDITION[S] ORDINANCE NO. [REDACTED], AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, APPROVING THE CLEARVIEW VILLAGES PRELIMINARY/FINAL PLAT, BASED ON FINDING THAT THE PROCEDURAL REQUIREMENTS IN SECTION 4.6 OF THE TOWN LAND USE CODE AND THE APPLICABLE PRELIMINARY AND FINAL PLAT REVIEW CRITERIA IN SECTIONS 4.7.4 AND 4.9.1 OF THE LAND USE CODE HAVE BEEN SATISFIED, AS DEMONSTRATED BY TESTIMONY PROVIDED AT THE JANUARY 26, 2021 BOARD HEARING AND THE WRITTEN MATERIALS IN THE RECORD. THE ADDITIONAL CONDITION[S] ARE/IS:

1. _____.
2. _____."

Option C: Denial

In the event a Trustee/Board member desires to make a motion to deny the proposed preliminary/final plat, Town staff recommends that the Trustee/Board member consult with the Town Attorney prior to making the motion.

"I MOVE TO DENY ORDINANCE NO. [REDACTED], AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, APPROVING THE CLEARVIEW VILLAGES PRELIMINARY/FINAL PLAT, BASED ON FINDING THAT THE APPLICATION ...*
[DID NOT SATISFY THE PROCEDURAL REQUIREMENT IN SECTION 4.6 OF THE LAND USE CODE, SPECIFICALLY INsofar AS ...*]
[AND/OR]
[DOES NOT SATISFY THE APPLICABLE PRELIMINARY PLAT REVIEW CRITERIA IN SECTION 4.7.4 OF THE LAND USE CODE, SPECIFICALLY INsofar AS ...*]
[AND/OR]

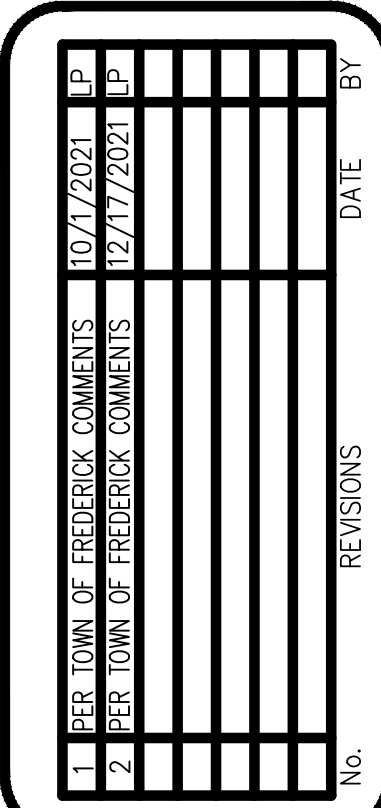
[DOES NOT SATISFY THE APPLICABLE FINAL PLAT REVIEW CRITERIA IN SECTION 4.9.1 OF THE LAND USE CODE, SPECIFICALLY INsofar AS ...*]"

**The Trustee/Board member making the motion to deny should identify the specific Land Use Code criterion/criteria that are not met and provide an explanation therefor.*

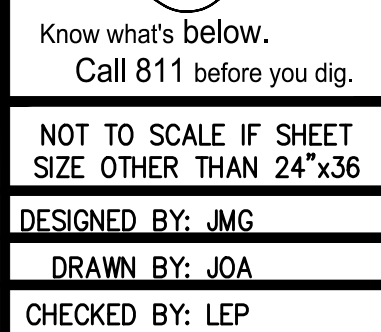
Financial Considerations:

Not Applicable.

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



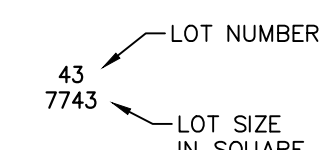
NOT FOR
CONSTRUCTION

PRELIMINARY/FINAL
PI AT

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

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

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

3 of 5

CLEARVIEW VILLAGES
PRELIMINARY/FINAL PLAT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Curve Table					
Curve #	Length	Radius	Delta	CHORD	CH BEARING
C104	30.07'	330.00'	5°13'16"	30.06'	N20° 54' 16"W
C105	36.80'	330.00'	9°51'45"	56.73'	N18° 00' 52"W
C106	9.55'	470.00'	1°09'53"	9.55'	S24° 05' 03"E
C107	56.80'	330.00'	9°51'45"	56.73'	N27° 52' 37"W
C108	56.80'	330.00'	9°51'45"	56.73'	N37° 44' 21"W
C109	74.34'	470.00'	9°03'47"	74.27'	S29° 11' 53"E
C110	74.31'	470.00'	9°03'31"	74.23'	S38° 15' 32"E
C111	37.50'	470.00'	4°34'15"	37.49'	S45° 04' 25"E
C112	27.00'	330.00'	4°41'19"	27.00'	N45° 00' 53"W
C113	58.18'	616.69'	5°24'19"	58.16'	N34° 55' 10"W
C114	57.23'	530.00'	6°11'12"	57.20'	N41° 09' 29"W
C115	28.75'	476.57'	3°27'23"	28.75'	N45° 48' 19"W
C116	40.82'	75.00'	31°11'06"	40.32'	N68° 50' 12"W
C117	7.63'	75.00'	5°49'48"	7.63'	N87° 20' 39"W
C118	23.44'	139.42'	9°38'06"	23.42'	N74° 11' 24"E
C119	55.09'	130.04'	24°16'20"	54.68'	N88° 30' 29"W
C120	27.05'	694.19'	2°13'57"	27.05'	N1° 36' 21"E
C121	25.26'	129.94'	24°21'52"	54.84'	N64° 11' 40"W
C122	11.62'	121.05'	5°29'54"	11.61'	N49° 29' 19"W
C123	78.79'	68.64'	65°46'12"	74.53'	S78° 40' 10"E

Curve Table					
Curve #	Length	Radius	Delta	CHORD	CH BEARING
C294	23.66'	100.00'	13°33'20"	23.60'	N73° 16' 53"E
C296	53.66'	130.00'	23°39'07"	53.28'	S11° 40' 14"E

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CLEARVIEW VILLAGES

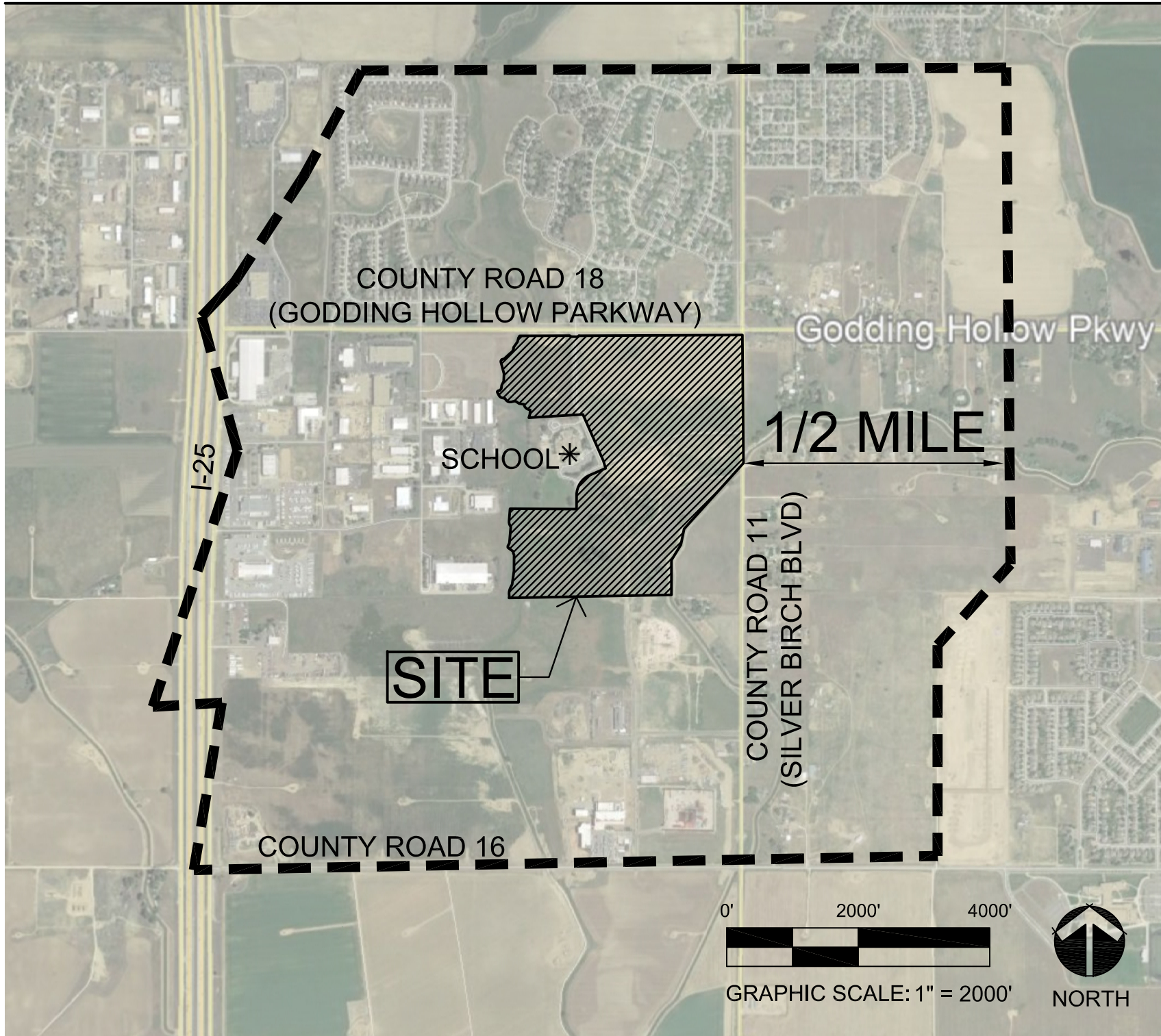
LANDSCAPE & IRRIGATION CONSTRUCTION DOCUMENTS

THE TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

PARCEL 131326100088: A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
PARCEL 131326100090: A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

TOTAL: ± 105 ACRES

VICINITY MAP



CONTACTS

OWNER / CLIENT:
BCL COLORADO L.P.
CONTACT: LOUIS CONRAD
9601 KATY FREEWAY, SUITE 475
HOUSTON, TEXAS 77024 / T 713-468-4261

PLANNER / ARCHITECT / LANDSCAPE ARCHITECT:
LAI DESIGN GROUP
CONTACT: JENNIFER CARPENTER
88 INVERNESS CIRCLE EAST - BUILDING J, SUITE 101
ENGLEWOOD, COLORADO 80112 / T 303.734.1777

CIVIL ENGINEER:
PHELPS ENGINEERING SERVICES, INC.
CONTACT: LONNY E. PHELPS
7200 E. HAMPDEN AVENUE, SUITE 300
DENVER, COLORADO 80224 / T 303.298.1644

SHEET INDEX

- 01 COVER SHEET
- 02 PHASING PLAN
- 03-06 LANDSCAPE PLANS
- 07 LANDSCAPE DETAILS
- 08 SITE DETAILS
- 09 FENCE PLAN & DETAILS
- 10-15 PARK ENLARGEMENTS & DETAILS
- 16 IRRIGATION NOTES
- 17-20 IRRIGATION PLANS
- 21-23 IRRIGATION DETAILS

OWNERSHIP & MAINTENANCE:

TYPE OF OPEN SPACE	OUTLOT	INSTALLATION	OWNERSHIP / MAINTENANCE	ACREAGE / LF
NEIGHBORHOOD PARKS	J,L	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	20.95 AC
POCKET PARKS	B,F	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	2.11 AC
PUBLIC TRAILS	A,B,C,F,J,L	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	13,099 LF
LANDSCAPED TRACTS	A,B,C,D,E,F,G H,J,K, L	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	8.62 AC
WATER QUALITY PONDS	J,L	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	4.07 AC
OIL & GAS SETBACKS AREAS	B,J,L	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	5.91 AC
FLOODPLAIN	J,L	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	CLEARVIEW VILLAGES METROPOLITAN DISTRICT	7.78 AC

ARCHITECT / PLANNER



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LANDSCAPE PLANS
CLEARVIEW VILLAGES
FREDERICK, COLORADO
COVER SHEET

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181024/29
DRAWN BY: LAI
CHECKED BY: JC

ISSUE RECORD

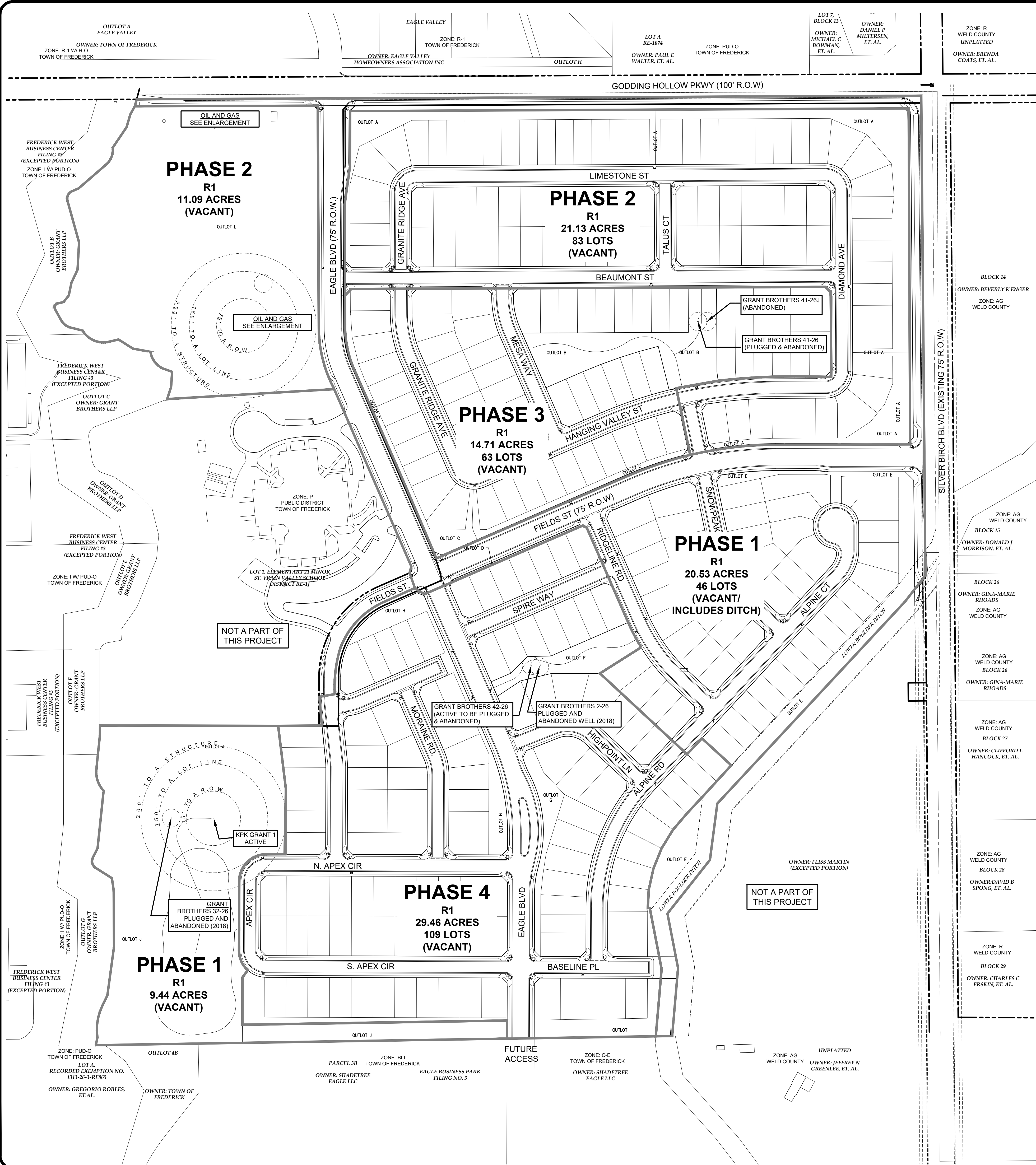
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SUBMITTAL #2 10/01/2021
SUBMITTAL #3 12/17/2021

SHEET NUMBER

01

1 OF 23

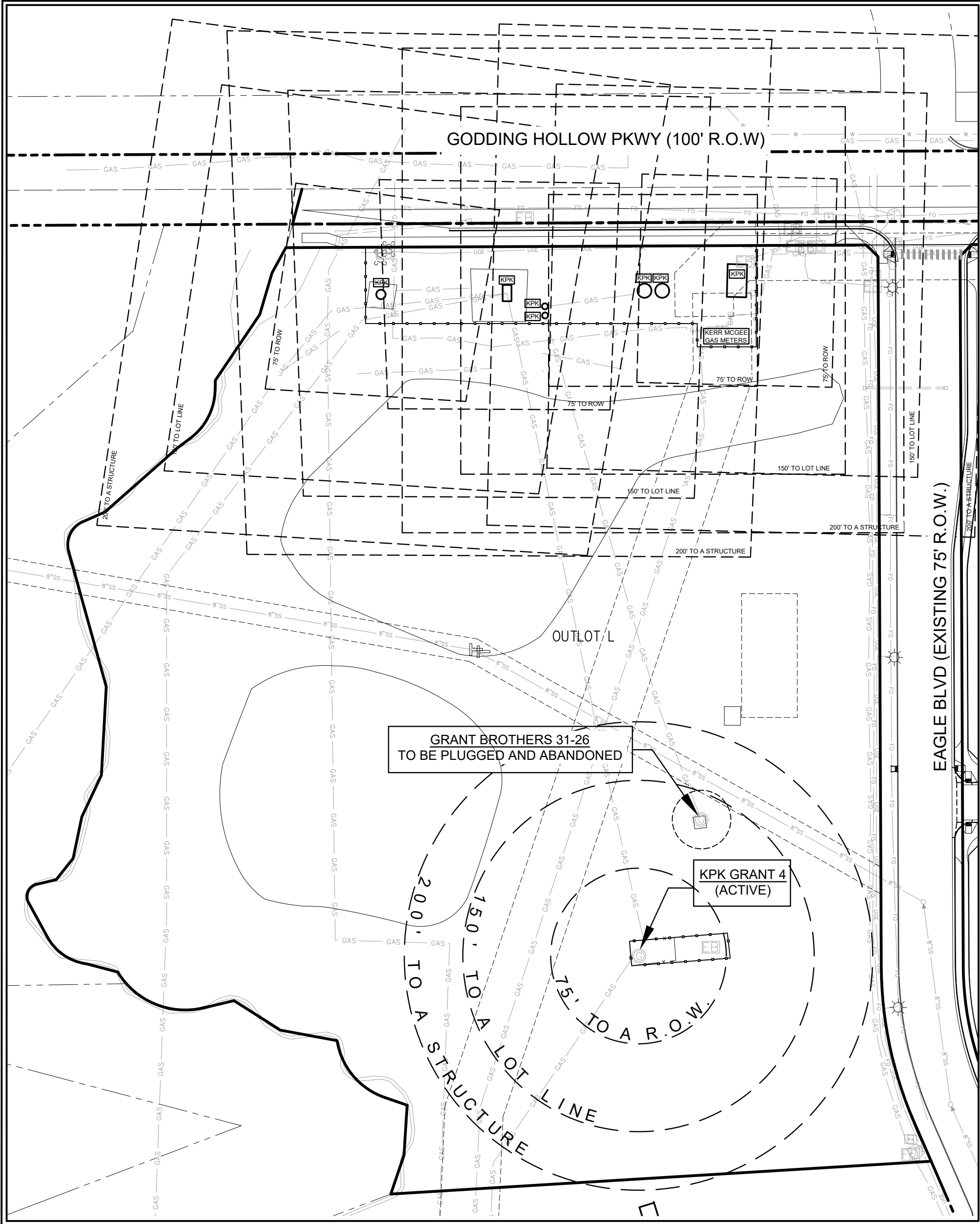
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LAND USE TABLE:

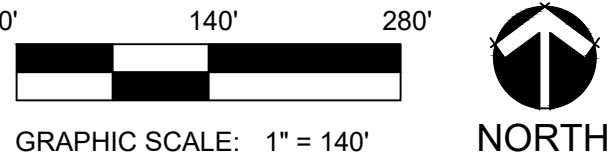
Planning Area	Zoning	Use	Gross Area	% Total Area	Maximum Density	R-1 Maximum DU	PLAT Proposed DU
PHASE-1 (Includes Ditch)	R1	Single Family Detached	20.53 AC	19%	5.0 DU/AC	102 Units	46 Units
PHASE-2	R1	Single Family Detached	32.22 AC	30%	5.0 DU/AC	161 Units	83 Units
PHASE-3	R1	Single Family Detached	14.71 AC	14%	5.0 DU/AC	73 Units	63 Units
PHASE-4	R1	Single Family Detached	38.90 AC	37%	5.0 DU/AC	194 Units	109 Units
Total	-	-	106.36 AC	100%	5 DU/AC	530 Units	301 Units

OIL AND GAS SETBACKS (ENLARGEMENT PLAN):



LEGEND:

	PARCEL BOUNDARY
	RIGHT-OF-WAY
	EASEMENT LINES
	PHASING BOUNDARY
	OIL & GAS SETBACK



ARCHITECT / PLANNER



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OWNER/CLIENT

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F: 713-468-3485

LANDSCAPE PLANS
CLEARVIEW VILLAGES
FREDERICK, COLORADO
PHASING PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181024/29
DRAWN BY: LAI
CHECKED BY: JC

ISSUE RECORD

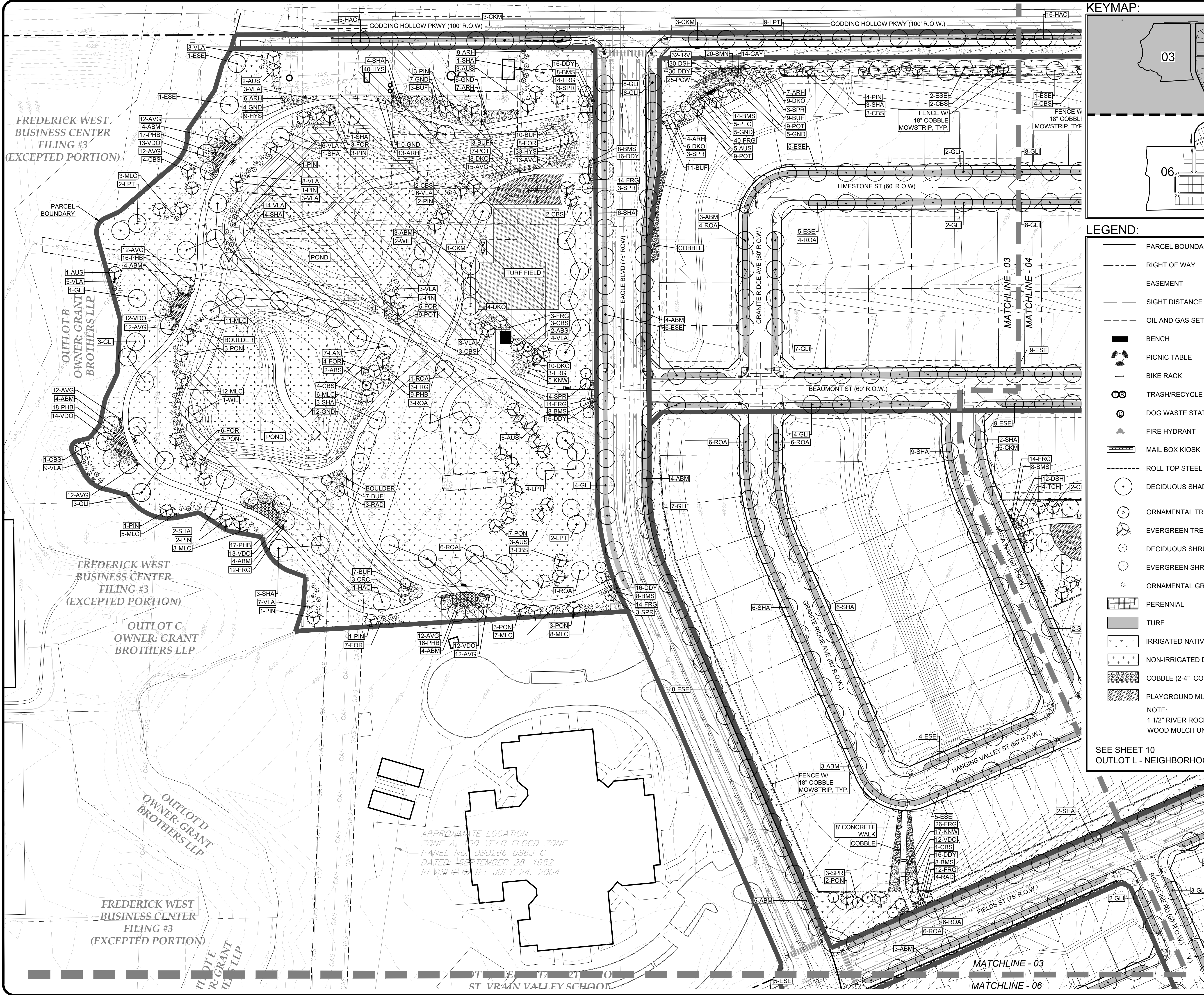
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SUBMITTAL #2: 10/01/2021
SUBMITTAL #3: 12/17/2021

SHEET NUMBER

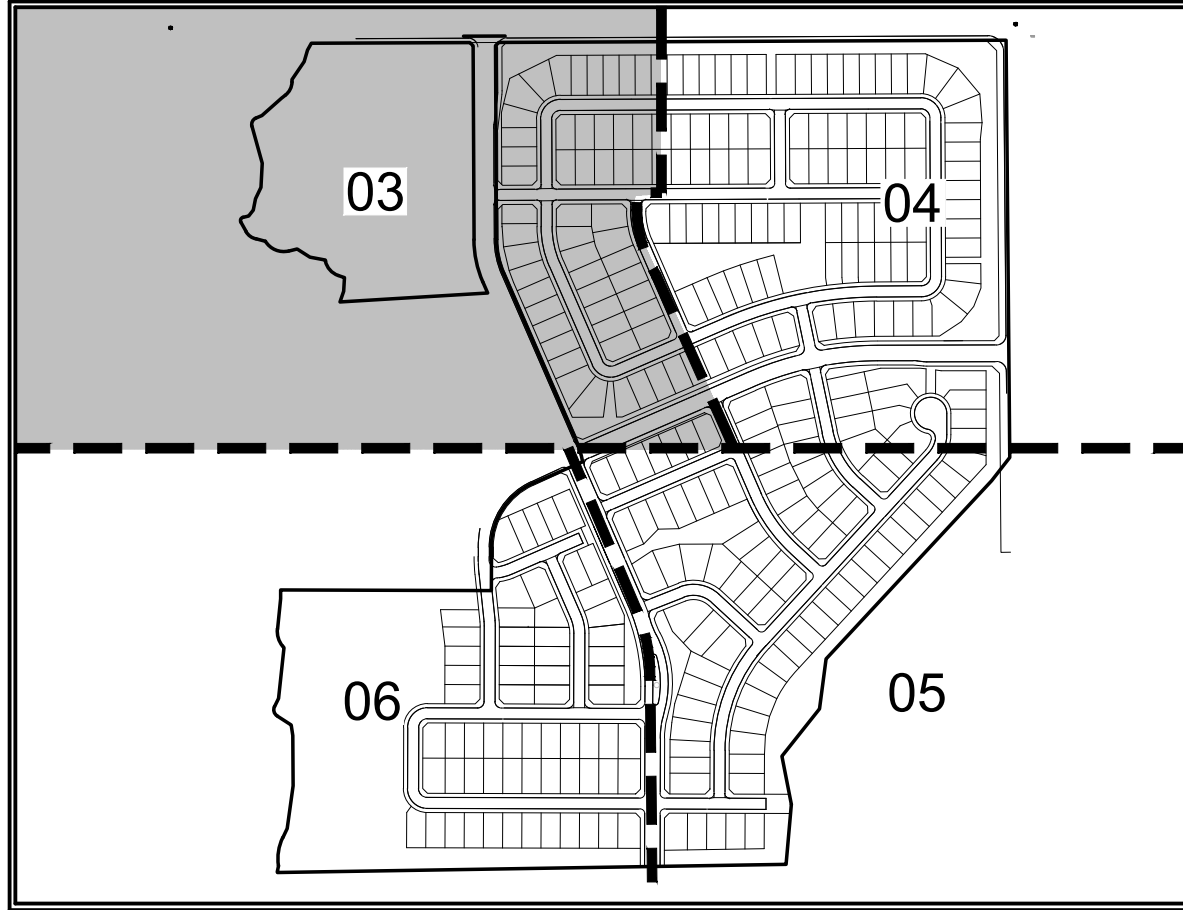
02

2 OF 23

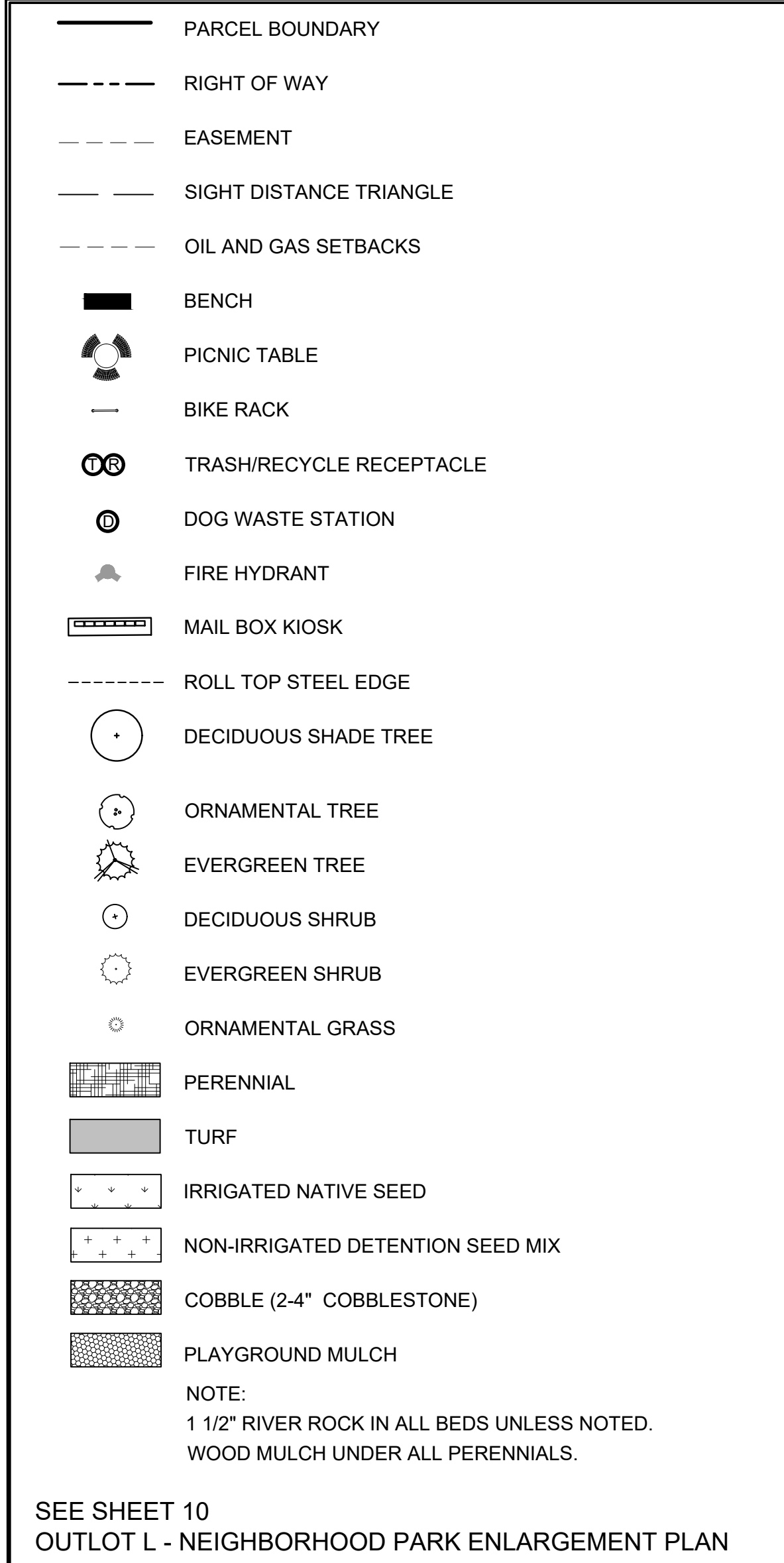
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KEYMAP:



LEGEND:



SEE SHEET 10
OUTLOT L - NEIGHBORHOOD PARK ENLARGEMENT PLAN

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F: 713-468-3485

LANDSCAPE PLANS CLEARVIEW VILLAGES FREDERICK, COLORADO LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181024/29
DRAWN BY: LAI
CHECKED BY: JC

ISSUE RECORD

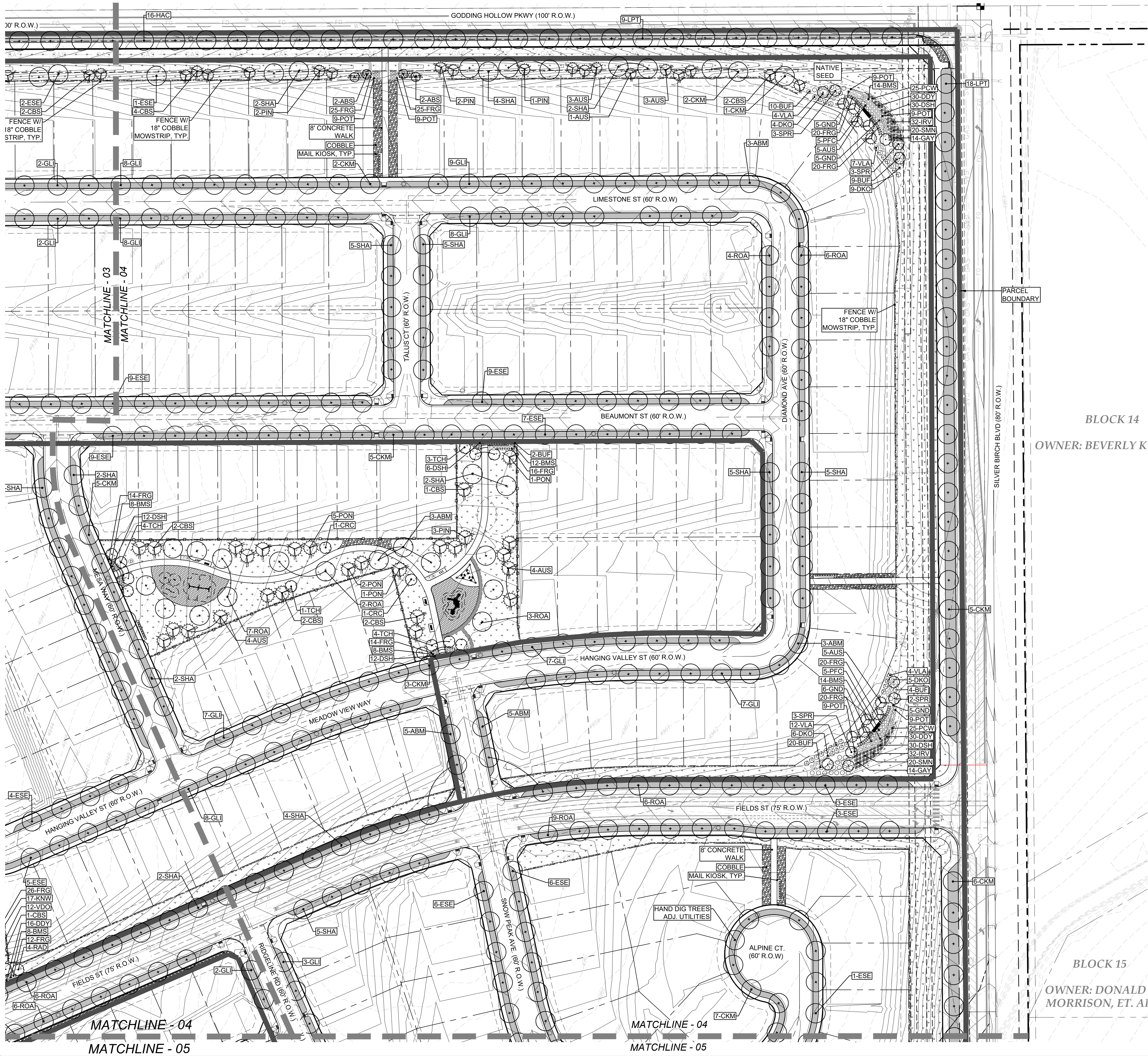
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SUBMITTAL #2 10/01/2021
SUBMITTAL #3 12/17/2021

SHEET NUMBER

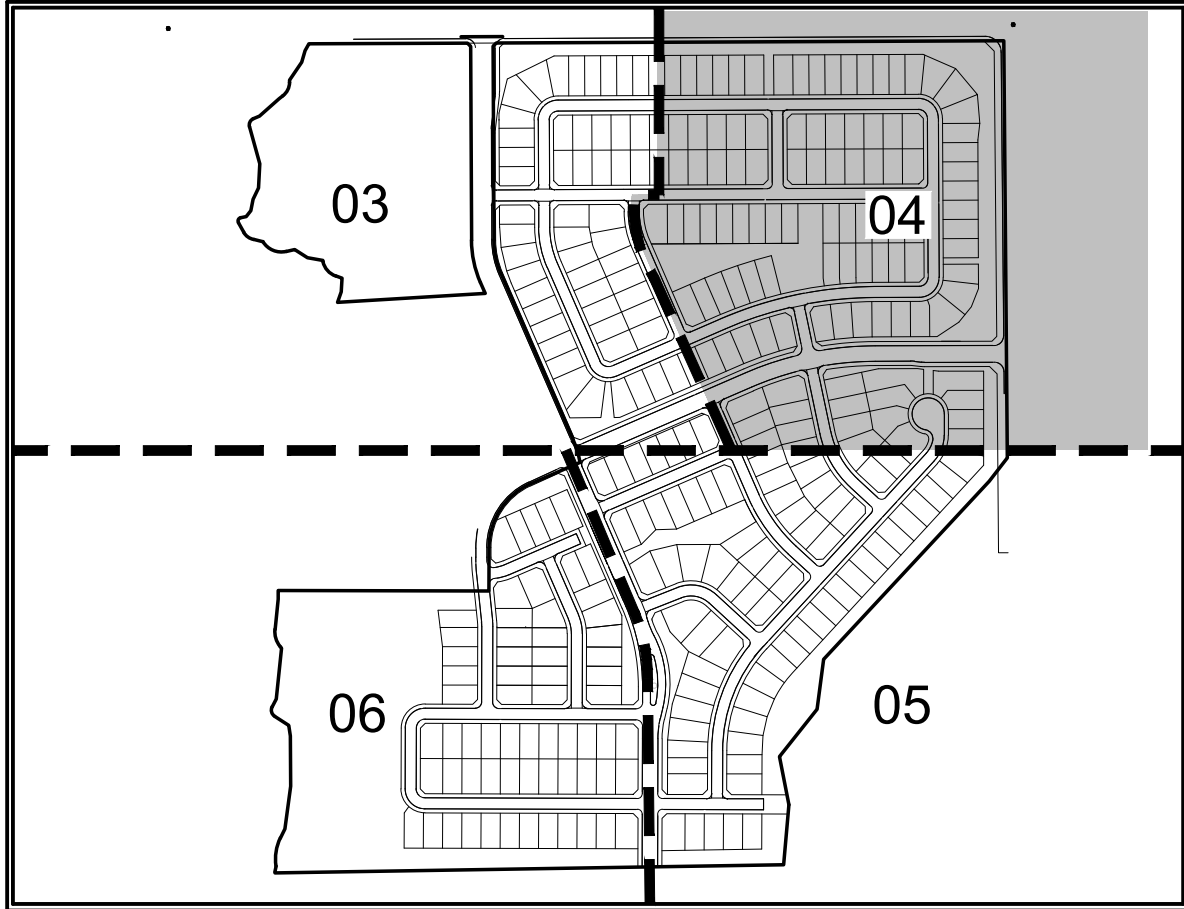
03

3 OF 23

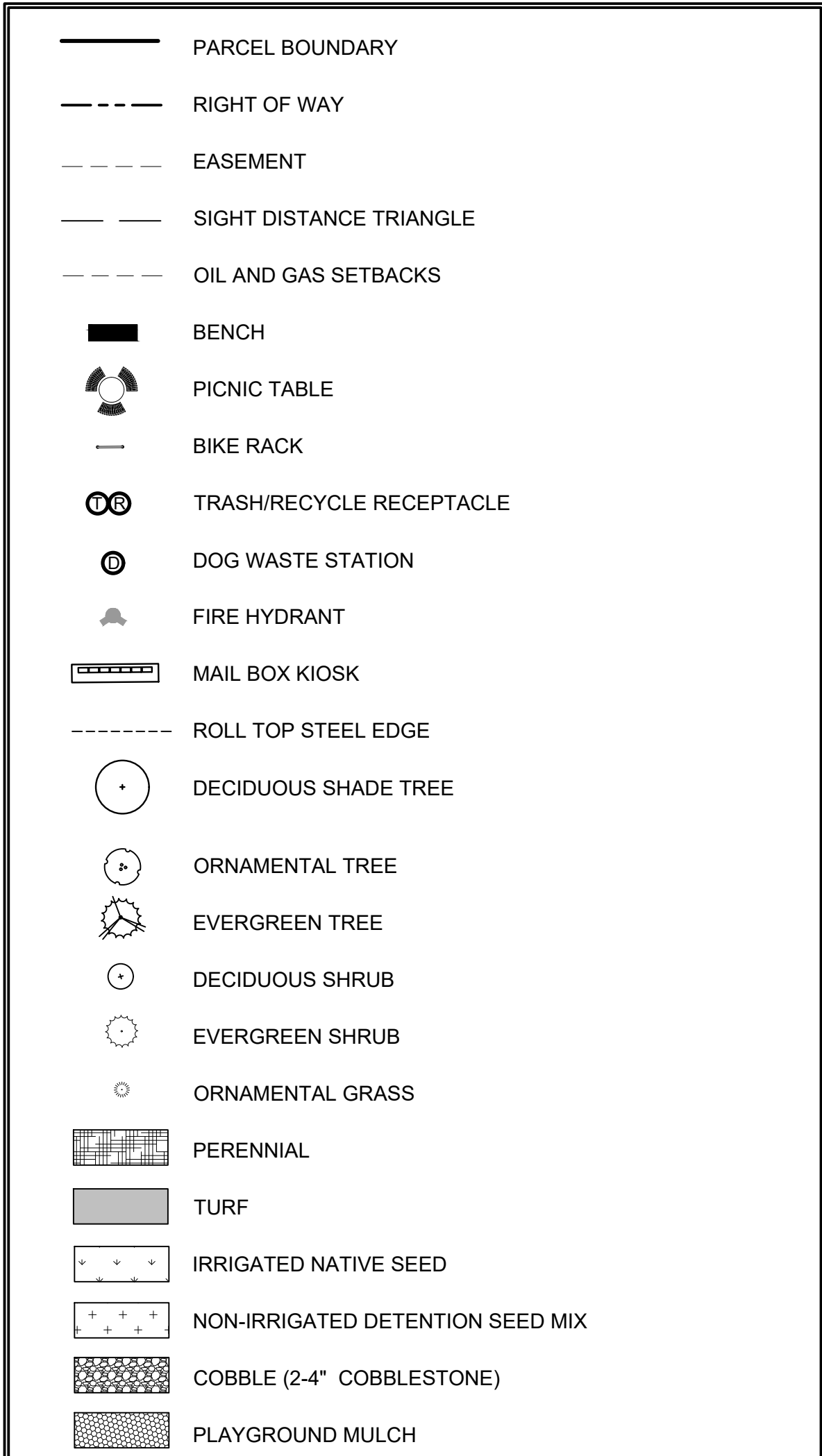
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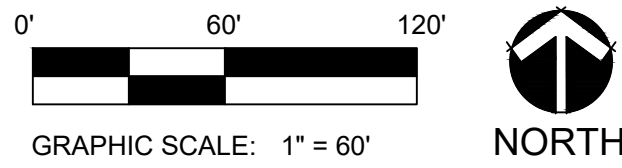
KEYMAP:



LEGEND:



SEE SHEET 13
OUTLOT B - POCKET PARK ENLARGEMENT PLAN



ARCHITECT / PLANNER

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9601 KATY FREEWAY STE 475
HOUSTON, TX 77024
PH: 713-468-4261 X32
F: 713-468-3485

LANDSCAPE PLANS
CLEARVIEW VILLAGES
FREDERICK, COLORADO
LANDSCAPE PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #: 181024/29
DRAWN BY: LAI
CHECKED BY: JC

ISSUE RECORD

SUBMITTAL #1 06/04/2021
SUBMITTAL #2 10/01/2021
SUBMITTAL #3 12/17/2021

SHEET NUMBER

04
4 OF 23



	PARCEL BOUNDARY
	RIGHT OF WAY
	EASEMENT
	SIGHT DISTANCE TRIANGLE
	OIL AND GAS SETBACKS
	BENCH
	PICNIC TABLE
	BIKE RACK
	TRASH/RECYCLE RECEPTACLE
	DOG WASTE STATION
	FIRE HYDRANT
	MAIL BOX KIOSK
	ROLL TOP STEEL EDGE
	DECIDUOUS SHADE TREE
	ORNAMENTAL TREE
	EVERGREEN TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	ORNAMENTAL GRASS
	PERENNIAL
	TURF
	IRRIGATED NATIVE SEED
	NON-IRRIGATED DETENTION SEED MIX
	COBBLE (2-4" COBBLESTONE)
	PLAYGROUND MULCH

NOTE:
1 1/2" RIVER ROCK IN ALL BEDS UNLESS NOTED.
WOOD MULCH UNDER ALL PERENNIALS.

SEE SHEET 15
OUTLOT F - POCKET PARK ENLARGEMENT PLAN

LANDSCAPE PLANS
CLEARVIEW VILLAGES
FREDERICK, COLORADO
LANDSCAPE PLAN

05

5 OF 23

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MATCHLINE - 06

	PARCEL BOUNDARY
	RIGHT OF WAY
	EASEMENT
	SIGHT DISTANCE TRIANGLE
	OIL AND GAS SETBACKS
	BENCH
	PICNIC TABLE
	BIKE RACK
	TRASH/RECYCLE RECEPTACLE
	DOG WASTE STATION
	FIRE HYDRANT
	MAIL BOX KIOSK
	ROLL TOP STEEL EDGE
	DECIDUOUS SHADE TREE
	ORNAMENTAL TREE
	EVERGREEN TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	ORNAMENTAL GRASS
	PERENNIAL
	TURF
	IRRIGATED NATIVE SEED
	NON-IRRIGATED DETENTION SEED MIX
	COBBLE (2-4" COBBLESTONE)
	PLAYGROUND MULCH
NOTE: 1 1/2" RIVER ROCK IN ALL BEDS UNLESS NOTED. WOOD MULCH UNDER ALL PERENNIALS.	



OWNER/CLIENT

LANDSCAPE PLANS
CLEARVIEW VILLAGES
FREDERICK, COLORADO
LANDSCAPE PLAN

PROFESSIONAL STAMP

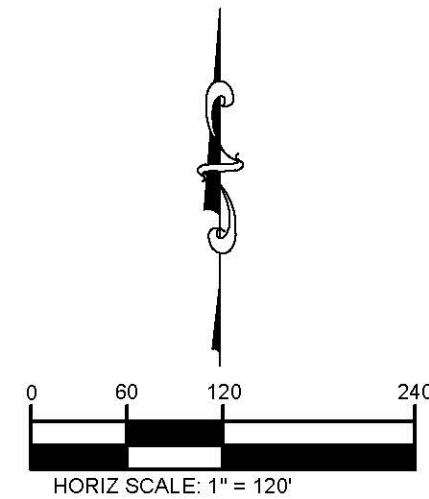
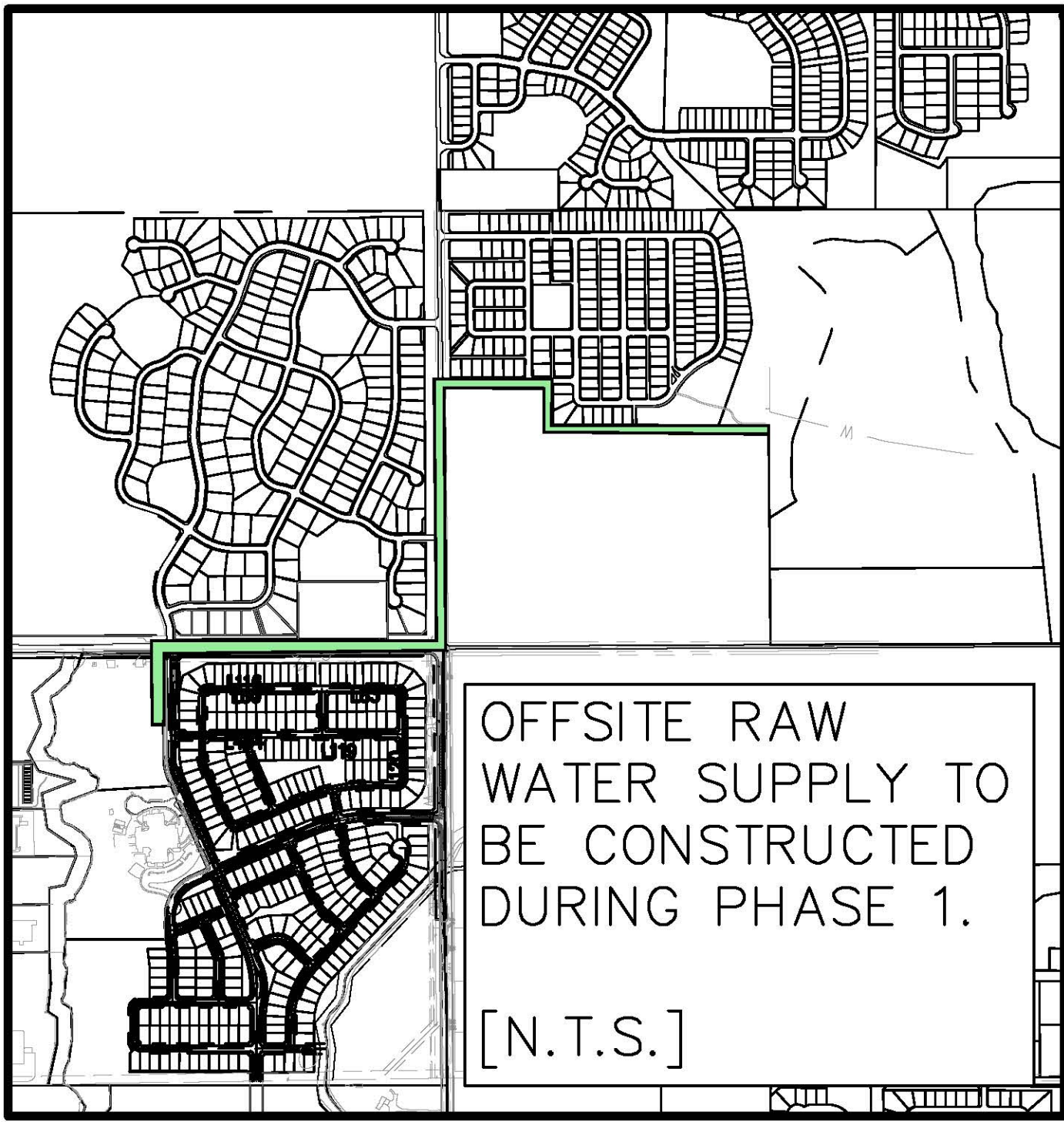
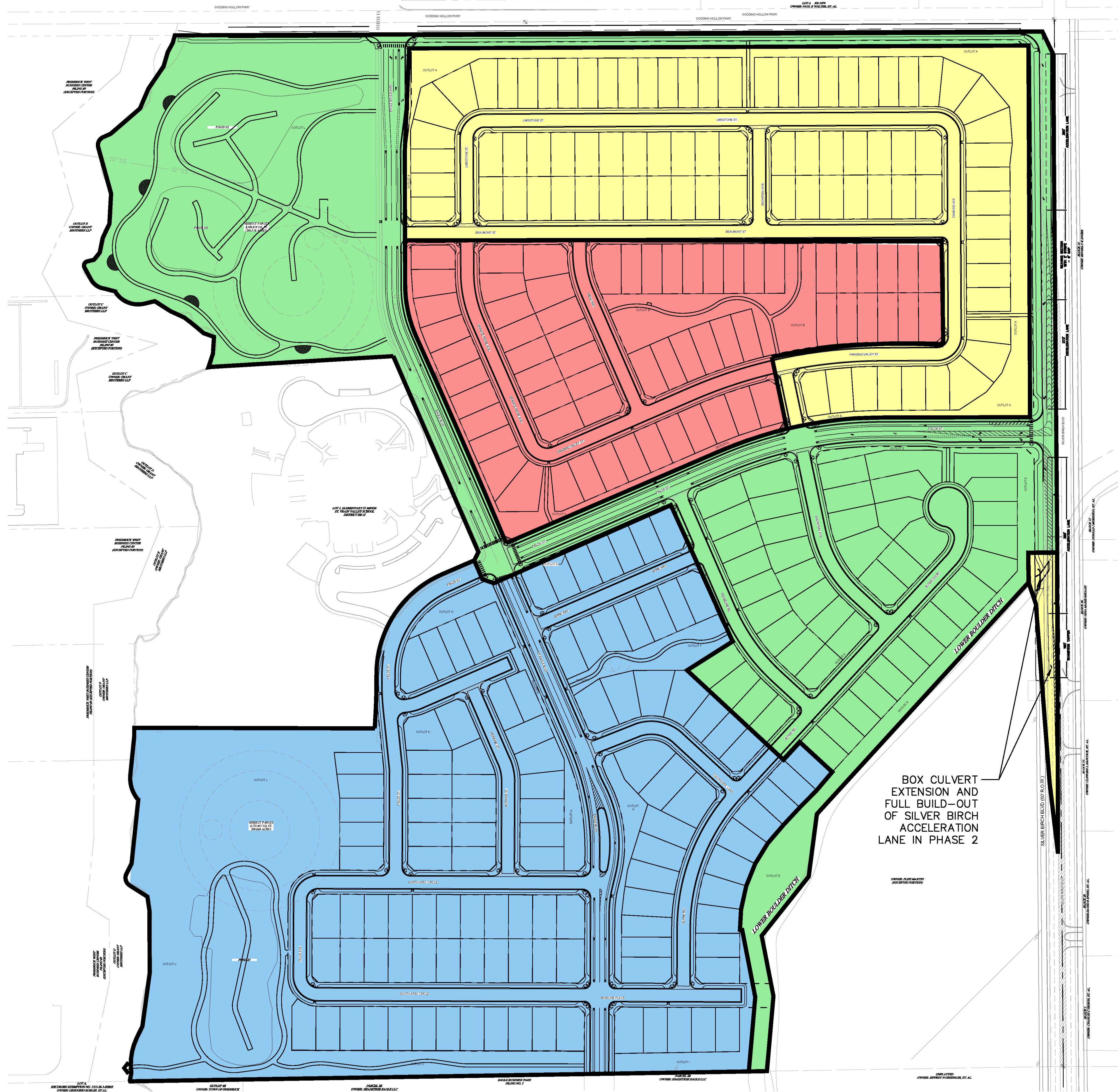
PROJECT INFORMATION

ISSUE RECORD

SHEET NUMBER

06

6 OF 23



- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

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

1	PER TOWN OF FREDERICK COMMENTS	10/1/2021	LP	BY
2	PER TOWN OF FREDERICK COMMENTS	12/17/2021	LP	DATE
				No.
				REVISIONS

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

NOT FOR
CONSTRUCTION

811
Know what's Below.
Call 811 before you dig.
NOT TO SCALE IF SHEET
SIZE OTHER THAN 24"x36"
DESIGNED BY: JMG
DRAWN BY: JOA
CHECKED BY: LEP

PHASING PLAN

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

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

####



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

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

www.frederickco.gov

MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
JANUARY 20, 2022
6:00 PM

CALL TO ORDER: At 6:05 p.m. Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Vice Chair TeVelde, Commissioner Conroy, and Commissioner Scott.
 - Commissioner Stark joined the meeting at 6:11 P.M.
- Staff: Planner Ali van Deutekom, Planner Maureen Welsh, and Deputy Town Clerk Taylor Kittilson.

APPROVAL OF AGENDA: There were no changes to the agenda as presented.

APPROVAL OF DECEMBER 16, 2021 MINUTES: Motion by Commissioner Conroy and seconded by Vice Chair TeVelde to approve the December 16, 2021 Minutes. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF 3 MILE PLAN:

Planner Ali van Deutekom presented the proposed plan.

At 6:11 Chairperson Moe opened the public hearing.

At 6:12 Chairperson Moe closed the public hearing.

Motioned by Commissioner Scott and seconded by Vice Chair TeVelde to approve PCR-2022-01A. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF BEAR INDUSTRIAL REPLAT 1 BLOCK 2 LOT 2 CONDITIONAL USE FOR CRUISE AMAERICA:

Planner Maureen Welsh presented the proposed conditional use.

The applicant, Callan Miller (5660 Iris Parkway, Frederick, CO, 80504) was present and addressed the commission.

At 6:26 Chairperson Moe opened the public hearing.

At 6:27 Chairperson Moe closed the public hearing.

Built on What Matters.

Motioned by Vice Chair TeVelde and seconded by Commissioner Stark to approve PCR-2022-02A. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF AN EMERGENCY ORDINANCE RELATED TO THE COMPREHENSIVE PLAN:

Planner Ali van Deutekom presented the proposed ordinance.

The applicant, Christine Francescani (1801 California Street, Suite 2600, Denver, CO 80202) was present and addressed the commission with a short presentation.

Motioned Commissioner Conroy and seconded by Commissioner Stark to approve PCR-2022-04A. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF CLEARVIEW VILLAGES:

Planner Ali van Deutekom presented the proposed.

Planner Ali van Deutekom read a letter of opposition that was received from a neighbor.

The applicant, Jennifer Carpenter with LAI Design Group (88 Inverness Circle E, Building J, Suite 101, Englewood, CO) was present and addressed the commission with a short presentation.

The developer, Louis Conrad (9075 Gaylord Street, Houston, TX, 77024) was present and addressed the commission.

Motioned by Commissioner Conroy and seconded by Vice Chair TeVelde to approve PCR-2022-03A. Upon roll call vote, motion passed unanimously.

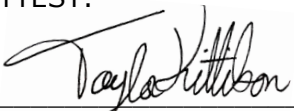
OTHER BUSINESS:

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 7:18 PM.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:



Taylor Kittilson, Deputy Town Clerk

From: [Marti Crapo](#)
To: [Ali van Deutekom](#)
Subject: Clearview Villages
Date: Saturday, June 19, 2021 4:57:20 PM

CAUTION: This email originated from outside of the Town of Frederick.
Do not click links or open attachments unless you can confirm the sender and content is safe

My husband and I live in Eagle Valley on Eagle Blvd. I received the notice about the application from LAI Design Group. I was unable to attend the last announced meeting but I presumed that the application was denied. The area will be a terrible traffic jam not to mention all the other negatives. The density of population along with the school congestion is a definite negative. I have a couple of questions.

1) is the project still a possibility

2) if yes, what changes are being addressed by the new application?

3) Will you be discussing this at a future meeting?

Just for the record, my husband and I are opposed to this development.

Thanks in advance to your response.

--

Marti Crapo

"If you want to fly, you have to give up everything that weighs you down."

TONI MORRISON



TOWN OF FREDERICK

Board of Trustees

Information Memorandum

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

Tracie Crites, Mayor

Mark Lamach, Trustee
Windi Padia, Trustee
Rusty O'Neal, Trustee

Clearview Villages Memorandum of Agreement for Public Improvements

Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. Clearview Villages Memorandum of Agreement for Public Improvements
- b. Clearview Villages Phase Plan Map

Finance Review:

Finance Director

Submitted by:

Jason Berg
Civil Engineer

Approved for Presentation:

Ben O'Neal
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Summary Statement:

As a requirement of development within the Town of Frederick, and as a condition of approval of the Final Plat the Developer is required to enter into a Memorandum of Agreement for Public Improvements (MOAPI) with the Town prior to recordation of final plat for any Filing or Phase of a subdivision. This document describes the responsibility the Developer has in relation to the public improvements required for the development. The Town Board previously approved the general form of the MOAPI. This memorandum summarizes modifications to the form and special provisions addressed in Exhibit F to the MOAPI.

Detail of Issue/Request:

Pursuant to the Town's Subdivision regulations the Developer for the Clearview Villages subdivision is required to enter into an MOAPI as a condition of approval of the Final Plat. Following discussions between Town staff and the Developer, modifications have been made to the MOAPI and seven special

provisions are addressed within Exhibit F. The modifications and special matters have been reviewed by special counsel retained by the Town.

Modifications to the MOAPI include:

- Language in Section 1.11 of the MOAPI was amended to clarify that while the improvement guarantee is calculated based on the cost of the *specific* public improvements listed in Exhibit B, the improvement guarantee secures the construction of *all* public improvements constructed in relation to the development.
- Section 14.8 of the MOAPI was amended to include pre-approval of the assignment of the MOAPI from BCL Colorado, LP (“BCL”) to Century Land Holdings, LLC (“Century”) provided that BCL and Century execute an assignment and assumption agreement in the form attached to the MOAPI as Exhibit G. BCL and Century are required to deliver an executed copy of the assignment and assumption agreement to the Town for recordation in the Weld County property records.

The Special Provisions of Exhibit F include:

Item 1: The Developer shall be responsible for the construction of roadway improvements to include curb and gutter, asphalt, traffic control and school zone signs, roadway striping, sidewalk and landscaping as shown in the Development Phase Map and landscape plan accepted by the Town at such time as they are identified.

The Developer shall submit to the Town prior to Conditional Acceptance of Phase 1, contribution toward the installation of a future traffic signal at Godding Hollow Parkway (WCR-18) and Silver Birch Boulevard (WCR-11) in the amount of One Hundred Thousand Dollars (\$100,000). This represents twenty-five percent (25%) of the current anticipated cost for the design and installation of the traffic signal.

Item 2: The Town agrees to issue building permits prior to conditional acceptance for up to four (4) model homes. Those model homes are to be provided access by all-weather roads, served by water and sewer, and meet all other requirements of the building permit application including acceptance of items as required by any IGA. No certificates of occupancy will be issued until such homes are served by electrical utilities and the requirements of Section 2.10(g) have been satisfied. Model homes shall not be transferred or sold to an individual home owner until all improvements have been completed and the public improvements granted conditional acceptance by the Town. The four (4) model homes are not subject to the completion of the raw water system.

Item 3: The requirement of MOAPI Section 9.9, which requires that shelters be installed at school bus stops, shall not apply. St. Vrain Valley School District is a referral agency that receives submittals for review during the development review process and no shelters were requested as part of their review, thus this section of the MOAPI does not apply to the Clearview Villages subdivision.

Item 4: To the extent the water dedication and/or cash-in-lieu payment for any lot is evidenced by a water acquisition fee receipt or similar written proof presented to the Town, the Town shall not charge the Builder for such fees or costs.

Item 5: The Developer is allowed to post the required improvement guarantee separately for each phase of the development.

Item 6: The plat and development plan provide that a metropolitan district will own, operate, and maintain several outlots within the development as neighborhood parks, pocket parks, public trails, landscaped tracts, water quality ponds, oil and gas setback areas, and floodplain areas. This provision provides that if the metropolitan district has insufficient funds to satisfy its obligations, the developer will be responsible for the same.

Item 7: As a precondition to any future third party connection to the raw water system installed by the Developer, the third party shall enter into a cost sharing agreement with Developer substantially in the form attached to the MOAPI as “Exhibit E” which requires the third party to pay the following percentage of Developer’s cost of building said system.

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

Legal Comments:

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

Alternatives/Options:

Approval of the MOAPI is required as a condition of approval of the Final Plat. As such, the Town Board’s approval of the MOAPI is included in Ordinance [REDACTED].

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

Financial Considerations:

To serve the Town maintained public park within the Summit View Estates subdivision, the Town will share in the cost of the non-potable water line installation in the amount of 6.4% of total construction cost. An amount based upon water demand.

Staff Recommendation:

Staff recommends approval of the MOAPI, which approval is included in Ordinance [REDACTED].

CLEARVIEW VILLAGES SUBDIVISION MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between the TOWN OF FREDERICK, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado (“TOWN”), and BCL Colorado LP, a Colorado limited partnership, whose address is 9601 Katy Freeway, Suite 475, Houston, Texas 77024 (“DEVELOPER”) (together, the “parties”).

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

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

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

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

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

1 GENERAL CONDITIONS.

1.1 Definitions:

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

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

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

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

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

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

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

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

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

1.6 Plan Submission and Acceptance.

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

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

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

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

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

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

1.11 Financing and Improvement Guarantees.

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

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

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

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

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

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

2 CONSTRUCTION OF IMPROVEMENTS.

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

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

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

shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

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

2.3 Construction.

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

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

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

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

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

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

2.8 Operation of Construction Equipment.

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

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

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

2.9 Testing and Inspection.

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

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

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

2.10 Conditional Acceptance of Constructed Public Improvements.

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

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

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

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

2.12 Final Acceptance.

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

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

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

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

4 WATER RIGHTS.

4.1 Water Rights.

- (a) If the DEVELOPER is proceeding under Alternative 1.E of Section 13-55.3(1) of the Frederick Municipal Code, and if such units were not transferred to the TOWN at the time of annexation, the DEVELOPER will transfer to the TOWN 1.0 units of Colorado Big Thompson (CBT) water for each residential lot, or for each Single-Family Equivalency (SFE) to be constructed within each applicable phase of the SUBDIVISION as shown in the Development Phase Map incorporated in “Exhibit A” prior to the TOWN issuing the first building permit within the applicable phase. The TOWN and DEVELOPER agree that sufficient CBT water has been dedicated to the TOWN for Phase 1 and Phase 2 as shown on the Development Phase Map. No building permits shall be issued within Phase 3 and Phase 4 unless and until DEVELOPER has transferred sufficient CBT water to the TOWN in accordance with Alternative 1.E of Section 13-55.3(1) of the Frederick Municipal Code.
- (b) The TOWN may require the dedication of irrigation water rights that are to be used in the irrigation of park and open space. The DEVELOPER shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN all non-tributary and not not-tributary groundwater as defined by C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.
- (c) The TOWN and the DEVELOPER agree that the water rights dedications are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

5 WATER IMPROVEMENTS.

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

5.2 Extension of Water Services.

- (a) The DEVELOPER shall install at his sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances

necessary to provide service from the TOWN's system to the SUBDIVISION pursuant to the TOWN accepted plans, specifications, and as described in "Exhibit B". These extensions may include the oversizing of lines and pumping and storage facilities for future development of adjacent property.

- (b) The DEVELOPER shall install at his sole cost and expense, all the water lines, fire hydrants and appurtenances within the SUBDIVISION. Water lines lying within the dedicated right-of-way and utility easements shall be dedicated to the TOWN after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of water lines and other water facilities will be as specified by the TOWN.

5.3 Water Connection and Plant Investment Fees.

- (a) Water connection and plant investment fees shall be the existing TOWN water connection and plant investment fees at the time that the DEVELOPER receives a building permit for a structure. Water connection and plant investment fees shall be paid when a building permit for a structure is released by the TOWN. CBT water shares are acceptable in lieu of cash payment for the CBT water share portion of the water tap fee for each water tap.
- (b) If the SUBDIVISION is not already in the Northern Colorado Water Conservancy District, the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
- (c) If the subdivision is not already in the Municipal Subdistrict of the Northern Colorado Water Conservancy District, the DEVELOPER agrees to petition for inclusion in said Subdistrict and to the payment of any fees and taxes levied by the Subdistrict as a condition of said inclusion.

6 SANITARY SEWER SERVICES

6.1 Provision of Sanitary Sewer Service.

- (a) The TOWN provides sewer service by an intergovernmental agreement with the St. Vrain Sanitation District. The DEVELOPER shall comply at the time of development with the District's requirements.
- (b) If the SUBDIVISION is not already in the St. Vrain Sanitation District the DEVELOPER agrees to petition for inclusion in said District and to the

payment of any fees and taxes levied by the District as a condition of said inclusion.

- (c) The TOWN shall require proof of purchase of a sewer tap for a building site before the TOWN will issue a building permit for the site.

6.2 Extension of Sanitary Sewer Services.

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

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

6.4 Sanitary Sewer Tap and Plant Investment Fees.

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

7 ELECTRIC SERVICES.

7.1 Provision of Electric Service. The parties agree that the SUBDIVISION will receive electric service from the applicable utility. The DEVELOPER shall comply at the time of development with the utility's requirements for the extension of main feeder lines, internal subdivision distribution systems, service

connections and the payment of any system capital investment fees required by the utility to the utility at the time that the DEVELOPER requests electric service. All electric facilities serving the SUBDIVISION and constructed by the DEVELOPER shall be dedicated to the utility prior to final acceptance.

8 DRAINAGE IMPROVEMENTS

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

- (a) The DEVELOPER shall construct drainage improvements for the development in accordance with the master drainage plan for the PROPERTY prepared by the DEVELOPER and reviewed and accepted by the TOWN and the responsible drainage district, if any. These improvements may consist of on-site and off-site improvements, including but not limited to, storm water lines, drainage swales, pumping, detention facilities and storm water treatment facilities. The improvements may include the oversizing of facilities to accommodate future development of adjacent property or to accommodate pass-through of historical flows from adjacent property.
- (b) The DEVELOPER shall install at his sole cost and expense, all the storm water lines, drainage swales, pumping, detention and storm water treatment facilities within the SUBDIVISION. The DEVELOPER shall install at his sole cost and expense, such sedimentation and erosion control measures as are required.
- (c) The DEVELOPER shall install at his sole cost and expense, such groundwater and foundation drainage system as may be required for development of the SUBDIVISION. Operation Maintenance of any such ground water and foundation drainage system shall remain the responsibility of the DEVELOPER until specifically transferred to individual lot owner or an HOA.
- (d) Any reimbursements to the DEVELOPER for oversizing of storm sewer lines and other storm water facilities, or the construction of off-site facilities will be as specified in this MOAPI.

8.2 Master Drainage Plan.

- (a) The DEVELOPER, at his sole expense shall prepare a master drainage plan for the SUBDIVISION. The master drainage plan shall show the location and extent of all drainage system improvements, including but not

limited to collection, detention and treatment facilities for on-site storm water and the pass-through of off-site historical storm water flows based on the 100-year storm flows. If the master drainage plan results in changes to drainage affecting other property or facility owners, the TOWN may require the DEVELOPER to obtain written consent from each property or facility owner for the changes before the TOWN will accept the plan.

- (b) Storm water discharges and runoff shall be designed to discharge into the TOWN accepted drainage ways and facilities, and shall, to the maximum extent possible, avoid conveying storm water discharges in irrigation ditches. In the event that storm water discharges into an irrigation ditch, the DEVELOPER shall by separate agreement obtain the written consent of the owner(s) of the irrigation facility to accept said storm water. A copy of the agreement shall be provided to the TOWN before the TOWN will accept the master drainage plan.
- (c) The master drainage plan shall define the DEVELOPER's responsibility for on-site surface drainage improvements. The master drainage plan shall include construction of facilities to convey, collect and detain storm water and to remove pollutants from it.
- (d) The master drainage plan shall define the DEVELOPER's responsibility for groundwater and foundation drainage improvements, if any. Groundwater and foundation drainage improvements shall not discharge into public storm water facilities or improvements without prior written acceptance by the TOWN. The DEVELOPER shall be responsible for obtaining all state and federal permits that may be required for the discharge of this groundwater to the state waters. Any groundwater drainage system facilities to be located within Town rights-of-way shall require the Town's approval of a License Agreement. The DEVELOPER shall be responsible for ongoing maintenance of all improvements necessary to transport groundwater to a natural drainageway or storm sewer system approved by the TOWN.
- (e) The master drainage plan shall define the DEVELOPER's responsibility for off-site improvements including the oversizing of facilities.
- (f) The TOWN may require the DEVELOPER to update the master drainage plan for the SUBDIVISION for the review of each final plat of a phased project to determine the design, timing, and responsibility for the improvements.

8.3 Drainage Improvement Construction.

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

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

8.5 Drainage Improvement Completion Before Issuance of Building Permits. Drainage improvements shall be completed and granted conditional acceptance by the TOWN before the issuance of building permits. Completion of the improvements shall include the certification by a licensed professional engineer that the DEVELOPER has constructed the drainage facilities that serve the development in conformity with the plans reviewed by the TOWN. Any deviation from the accepted plans shall be the responsibility of the DEVELOPER to correct. Said certification shall be submitted to the TOWN at least two (2) weeks before the date of issuance for any subsequent building permit.

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

permits and certificates of occupancy until the TOWN has reviewed and determined that such changes are acceptable for the safe and efficient delivery of storm drainage water.

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

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

9 TRANSPORTATION FACILITIES

9.1 Traffic Impact Study. The DEVELOPER shall provide the TOWN a traffic impact study prepared by a transportation professional with adequate experience in transportation engineering and planning, in accordance with the criteria specified by the TOWN at the time of submittal of a final plat, unless the TOWN waives the requirement. The traffic impact study shall give special consideration to the use of traffic calming techniques and alternative modes of transportation in the design of the transportation facilities.

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

(a) For full development of the SUBDIVISION to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in the accepted traffic study or future updates to the study. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the SUBDIVISION shall be the DEVELOPER’s sole responsibility, subject to reimbursement as detailed in this MOAPI.

(b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the SUBDIVISION, the DEVELOPER may request the TOWN’s assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado

law authorizing the TOWN's use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

- 9.3 On-site and Off-site Transportation Improvements.** For full development of the SUBDIVISION to occur, certain on-site and off-site transportation improvements, as identified in the accepted traffic study, may be necessary. The DEVELOPER shall construct the improvements in a sequence acceptable to the TOWN to meet the demands that development of each phase of the SUBDIVISION will generate. The DEVELOPER shall follow all applicable provisions and standards of the Frederick Municipal Code. The DEVELOPER agrees to construct or contribute to the construction of all on-site and off-site transportation improvements to accommodate transportation needs that each phase of the SUBDIVISION development will generate.
- 9.4 On-site and Off-site Arterial Street Improvements and Arterial Intersection Improvements.** The DEVELOPER's construction of on-site and off-site arterial street improvements and arterial intersection improvements in excess of the cost of a collector street and collector street intersection, excluding on-site rights-of-way and site-specific improvements, will be subject to reimbursement by the TOWN or adjacent benefitted property as specified in this MOAPI.
- 9.5 On-site Transportation Improvements.** The DEVELOPER is solely responsible for construction of all transportation improvements to accommodate development of the SUBDIVISION that do not directly benefit other properties. The TOWN will not provide for reimbursement to the DEVELOPER for these expenses.
- 9.6 Street Improvements.** For the purposes of this AGREEMENT, "street improvements" shall be defined to include, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, traffic calming features, underground utilities, sidewalks, bicycle and pedestrian paths, traffic signs, street lighting, street name signs, landscaping, irrigation systems and drainage improvements. Street improvements other than curbs, gutters, sidewalks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed pursuant to TOWN accepted plans, specifications, and as detailed in "Exhibit B".
- 9.7 Street Signs, Traffic Signs and Striping.** The DEVELOPER will install the striping, street name signs, stop signs, speed limit signs and other regulatory signs on all internal streets and on those off-site streets as determined appropriate by the TOWN. The DEVELOPER shall install signs and striping in accordance with the

Model Traffic Code, as from time to time amended, and other applicable legal requirements.

9.8 Street Lights. The DEVELOPER will install all required street lighting and underground electrical supply.

9.9 School Bus Shelters. The DEVELOPER will install at his sole cost and expense appropriately designed pedestrian shelters at school bus stops within the development. The location of the shelters shall be decided in cooperation with the School District. School bus shelters shall be owned and maintained by the Homeowners Association.

9.10 Mail Boxes. The DEVELOPER shall coordinate with the U.S. Postal Service and bear the cost of installing cluster mailboxes for the subdivision.

10 PARKS AND OPENSOURCE

10.1 Park and Open Space Improvements.

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

(b) The DEVELOPER shall construct, develop and install at his sole cost and expense, all landscaping, irrigation systems, ballfields, courts, skate parks, playgrounds, picnic shelters, restrooms, nature observation stations, trails and walkways within the SUBDIVISION in accordance with the master park plan.

(c) Any reimbursements to the DEVELOPER for the construction of facilities to be shared by other developments will be as specified in this MOAPI.

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

12 LANDSCAPING.

12.1 Public and Private Landscape Improvements.

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

13 DEVELOPMENT REQUIREMENTS AND EXACTIONS NOT A TAKINGS.

The TOWN and the DEVELOPER agreed that in all instances the requirements and exactions contained in this agreement are directly related to and generated by the development intended to occur within the SUBDIVISION and that no takings thereby will occur requiring any compensation.

14 MISCELLANEOUS TERMS

14.1 Breach of AGREEMENT, Default. In the event that the DEVELOPER should fail to timely comply with any of the terms, conditions, covenants and undertakings of this AGREEMENT, the TOWN in its sole discretion may declare the DEVELOPER in default and after giving thirty (30) days written notice may call the security provided in Section 1.12 and exercise all other remedies available to the TOWN. The TOWN may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the completion of the improvements. Any cost incurred by the TOWN including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the DEVELOPER shall be paid by the DEVELOPER. The TOWN may deduct these costs from the Improvement Guarantee. Failure to timely complete construction of improvements that is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the DEVELOPER'S control shall not be considered a breach of the AGREEMENT.

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

from the TOWN. If the DEVELOPER fails to so reimburse TOWN, then the DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.

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

14.4 Indemnification and Release of Liability.

- (a) **General Liability.** The DEVELOPER agrees to indemnify and hold harmless the TOWN, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action, or claim caused by, arising from, or due to acts or omissions by the DEVELOPER, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the TOWN and said persons their reasonable expenses, including, but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that the DEVELOPER's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the TOWN or conformance with requirements imposed by the TOWN. Said obligation of the DEVELOPER shall be limited to suits, actions or claims based upon conduct before "final acceptance" by the TOWN of the construction work. The DEVELOPER acknowledges that the TOWN's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the DEVELOPER or third party is assumed by such review or approval.
- (b) **Drainage Liability.** The DEVELOPER shall indemnify and hold harmless the TOWN for any liability the latter may have or account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this PROPERTY or from the construction of streets or storm sewers therein. In addition, the DEVELOPER promises to reimburse the TOWN for any costs including, but not limited to, reasonable attorneys' fees, which the TOWN incurs in acquiring or condemning any rights-of-way or easements that the DEVELOPER requires the TOWN to acquire or condemn, or which the TOWN is held to have acquired or condemned for drainage, because of the development of this PROPERTY.

14.5 Governmental Immunities Act. The TOWN is relying on, and does not waive or intend to waive by any provision of this AGREEMENT, the monetary limitations

or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. 24-10-101 et seq.) as from time to time amended, or otherwise available to the TOWN, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

- 14.6 Recording of AGREEMENT.** This AGREEMENT shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The DEVELOPER shall include on the final plat a “plat note” noting the existence of the AGREEMENT and its attached Exhibits by reference to its reception number as recorded by the Weld County Clerk and Recorder. All recording fees shall be paid by the DEVELOPER. The TOWN shall retain the recorded AGREEMENT.
- 14.7 Binding Effect of AGREEMENT.** This AGREEMENT shall run with the land included within the SUBDIVISION and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 14.8 Assignment, Delegation and Notice.** The DEVELOPER shall provide to the TOWN for approval, written notice of any proposed transfer of title to any portion of the Development and of the AGREEMENT obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. The DEVELOPER and successor shall, until written TOWN approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of the DEVELOPER under this AGREEMENT. Notwithstanding the foregoing, TOWN hereby pre-approves an assignment of this AGREEMENT to Century Land Holdings, LLC, a Colorado limited liability company (“CENTURY”), having an address of 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado (the “ASSIGNMENT”). The ASSIGNMENT shall be memorialized in the form attached hereto as “Exhibit G”. Upon execution of the ASSIGNMENT by DEVELOPER and CENTURY, delivery to the TOWN of a fully executed copy of the ASSIGNMENT, and following the date on which the ASSIGNMENT has been recorded in the real property records of Weld County, Colorado, TOWN agrees that DEVELOPER shall be released from the performance of any and all duties, obligations, and responsibilities under this AGREEMENT. The TOWN’s pre-approval of the ASSIGNMENT is conditioned on CENTURY’S agreement to be fully bound by and to perform all of the terms, covenants, agreements, provisions, conditions, obligations, and liabilities of DEVELOPER set forth in this AGREEMENT. The DEVELOPER shall provide the TOWN with written notice of the execution of the ASSIGNMENT and a copy of the fully executed ASSIGNMENT in accordance with Section 14.10 below; such notice shall include CENTURY’S address for future notices under this AGREEMENT.

EXCEPTION: The DEVELOPER may sell individual developed lots, commercial lots or single units in a multi-family development without the TOWN's approval.

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

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

TOWN:

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

DEVELOPER:

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

With copy to:

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

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

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

14.12 Approvals or Acceptance. Whenever approval or acceptance of a matter is required or requested of the TOWN pursuant to any provisions of this AGREEMENT, the TOWN shall act reasonably in responding to such matter.

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

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

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

ATTEST:

By _____
Meghan C. Martinez, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

[SEAL]

DEVELOPER:

BCL COLORADO LP, a Colorado limited partnership

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT A

MAP, LEGAL DESCRIPTION AND DEVELOPMENT PHASE MAP

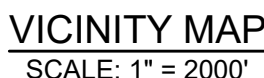
A PARCEL OF LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO
±105 ACRES - 301 LOTS
ZONING: R-1

KNOW ALL MEN BY THESE PRESENTS THAT BCL COLORADO LP, BEING THE OWNER AND FIRSTIER BANK THE LIENHOLDER OF CERTAIN LANDS IN FREDERICK, COLORADO, DESCRIBED HEREIN, HAS CAUSED SAID LAND TO BE FINAL PLATTED INTO LOTS, TRACTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME OF CLEARVIEW VILLAGES, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER SUCH PUBLIC STREETS, RIGHTS-OF-WAY, EASEMENTS AND OUTLOTS A THROUGH I DESIGNATED OR DESCRIBED AS FOR PUBLIC USES AS SHOWN HEREON AND SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN. THE ENTITIES NAMED ON THE EASEMENT, OR RESPONSIBLE FOR THE SERVICES AND/OR UTILITIES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSES NAMED ON THE EASEMENT OR FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE PUBLIC STREET, PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS, OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES SHOWN HEREON IN THE SUBDIVISION ARE DEDICATED AND CONVEYED TO THE TOWN OF FREDERICK, COLORADO, IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USE AND PURPOSES. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS. THE SIGNATURE OF ANY REPRESENTATIVE OF ANY PARTNERSHIP OR CORPORATE ENTITY INDICATES THAT ALL REQUIRED PARTNERSHIP OR CORPORATE APPROVALS HAVE BEEN OBTAINED.

THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP TWO (2) NORTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH P.M., COUNTY OF WELD, STATE OF COLORADO.
EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF FILING 3 FINAL PLAT FREDERICK WEST BUSINESS CENTER AND ANY PROPERTY LYING SOUTH AND EAST OF THE CENTERLINE OF THE CANAL EASEMENT GRANTED TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT BY INSTRUMENT CONVEYED FEBRUARY 16, 1958 AS BOOK 1442, PAGE 615.
ALSO EXCEPT THAT PORTION CONVEYED TO ST. VRAIN SCHOOL DISTRICT RE-1/J BY DEED RECORDED AUGUST 21, 2003 AT RECEPTION NO. 319079 AND ALL THAT PORTION PLATTED AS MINOR SUBDIVISION PLAT ELEMENTARY 21, FREDERICK RECORDED JUNE 17, 2004 AS RECEPTION NO. 3190074.
ALSO EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED OCTOBER 13, 2009 AT RECEPTION NO. 3653854.
AND EXCEPT THOSE PORTIONS DESCRIBED IN DEEDS RECORDED SEPTEMBER 1, 2015 AT RECEPTION NO. 4141629 AND 4141630.
SAID DESCRIBED PARCEL CONTAINS 102.966 ACRES, MORE OR LESS (±).

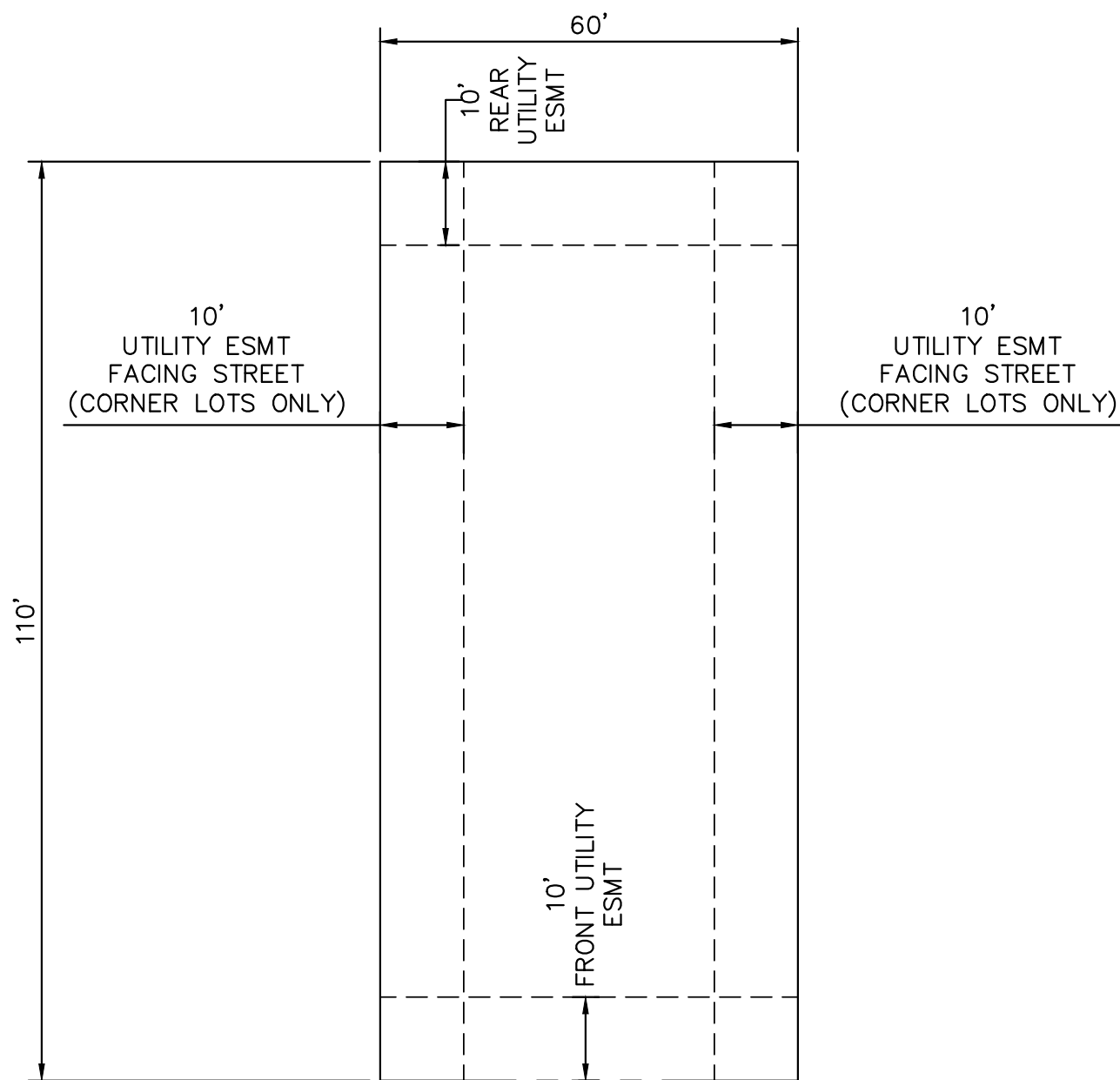
THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____, ACTING IN HIS CAPACITY AS _____ OR IN HIS/HER INDIVIDUAL CAPACITY, THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC



_____ SECTION LINE
 _____ PROPOSED BOUNDARY
 - - - - - RIGHT-OF-WAY
 _____ EXISTING RIGHT-OF-WAY
 _____ ROAD CENTER LINE
 _____ EXISTING ROAD CENTER LINE
 _____ LOT LINE
 _____ SETBACK LINE
 - - - - - EASEMENT LINE
 - - - - - EXISTING EASEMENT

- | | |
|---|---|
|  | FOUND ALIQUOT CORNER AS DESCRIBED |
|  | FOUND MONUMENT AS DESCRIBED |
|  | FOUND #4 REBAR WITH A RED PLASTIC CAP
STAMPED LS 34995 |
|  | SET 24" OF #4 REBAR WITH A RED PLASTIC CAP
STAMPED KSI, LS 38348 |
|  | CALCULATED POSITION |



TYPICAL LOT STANDARD
N.T.S.

Firstier Bank Representative

County of)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY _____, ACTING IN HIS CAPACITY AS _____ OR IN HIS/HER INDIVIDUAL CAPACITY, THIS _____ DAY OF _____, 20_____.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

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

PLANNING COMMISSION SECRETARY

THE FINAL PLAT MAP OF THE CLEARVIEW VILLAGES IS APPROVED AN ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF FREDERICK, COLORADO, HELD ON _____, 20____. THE DEDICATIONS TO THE TOWN, IF ANY, OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PARKS, OPEN SPACES, PUBLIC EASEMENTS AND OTHER PLACES AND AREAS NOT DESCRIBED FOR PUBLIC USES AS SHOWN HEREON, AND SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN, ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS.

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

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

ATTEST:

TOWN CLERK

BCL COLORADO L.P.
9601 KATY FREEWAY, SUITE 475
HOUSTON, TEXAS 77024
PHONE: (713) 468-4261
CONTACT: LOUIS CONRAD

PHELPS ENGINEERING SERVICES
7200 E. HAMPDEN AVE. SUITE 300
DENVER, CO 80224
PHONE: (303) 298-1644
CONTACT: LONNY PHELPS, PE

LAI DESIGN GROUP
88 INVERNESS CIRCLE EAST, SUITE J101
ENGLEWOOD, COLORADO 80112
PHONE: (303) 734-1777
CONTACT: JENNIFER CARPENTER

RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
PHONE: (303) 464-9515
CONTACT: BOB RUBINO PLS

PLANNING DEPARTMENT
401 LOCUST STREET
FREDERICK, COLORADO 80530
PHONE: (720) 382-5500
CONTACT: ALI VAN DEUTEKOM

OUTLOT ID	AREA (SF)	PROPOSED USE
A	150,913.34	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
B	64,437.1	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
C	28,763.5	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
D	2,135.5	UTILITIES, OPEN SPACE
E	100,733.1	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
F	27,558.7	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
G	16,443.5	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
H	27,978.9	UTILITIES, OPEN SPACE
I	27,614.1	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
J	429,114.7	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
K	8,838.6	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
L	483,428.1	ACCESS, DRAINAGE, UTILITIES, OPEN SPACE
TOTAL =	1,367,989.2 (31.4 ACRES)	

IT IS THE OWNER'S INTENT TO DEDICATE ALL OUTLOTS, EXCEPT OUTLOT C, TO THE METRO DISTRICT UPON COMPLETION OF THE IMPROVEMENTS, BUT DEED AT THE TIME OF COMPLETION/INITIAL ACCEPTANCE. OWNER SHALL BE OBLIGATED TO CONVEY BY DEED OUTLOTS A THROUGH L, EXCEPT C, TO THE CLEARVIEW VILLAGES METROPOLITAN DISTRICT AT A SPECIFIED TRIGGER DATE AGREED TO BY THE TOWN WITH COPIES OF THE CONVEYANCE DOCUMENTS BEING PROVIDED TO THE TOWN. OUTLOT C SHALL REMAIN IN THE NAME OF THE DEVELOPER AND NOT CONVEYED TO THE DISTRICT.

Drawing name: C:\Users\Nwob\AppData\Local\Temp\AcPublish_10672\18218 PLAT.dwg COVER Dec 16, 2021 10:33pm by: Nwob

	PER TOWN OF FREDERICK COMMENTS	10/11/2021 LP
1		
2	PER TOWN OF FREDERICK COMMENTS	12/17/2021 LP



300 E. Hampden Ave., Suite 300
Denver, CO 80224 (303) 298-1644
www.pbhelpengineering.net

NOT FOR
CONSTRUCTION



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

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

DESIGNED BY: JMG

DRAWN BY: JOA

CHECKED BY: LE

PRELIMINARY/FINAL
PLAT
COVER SHEET

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

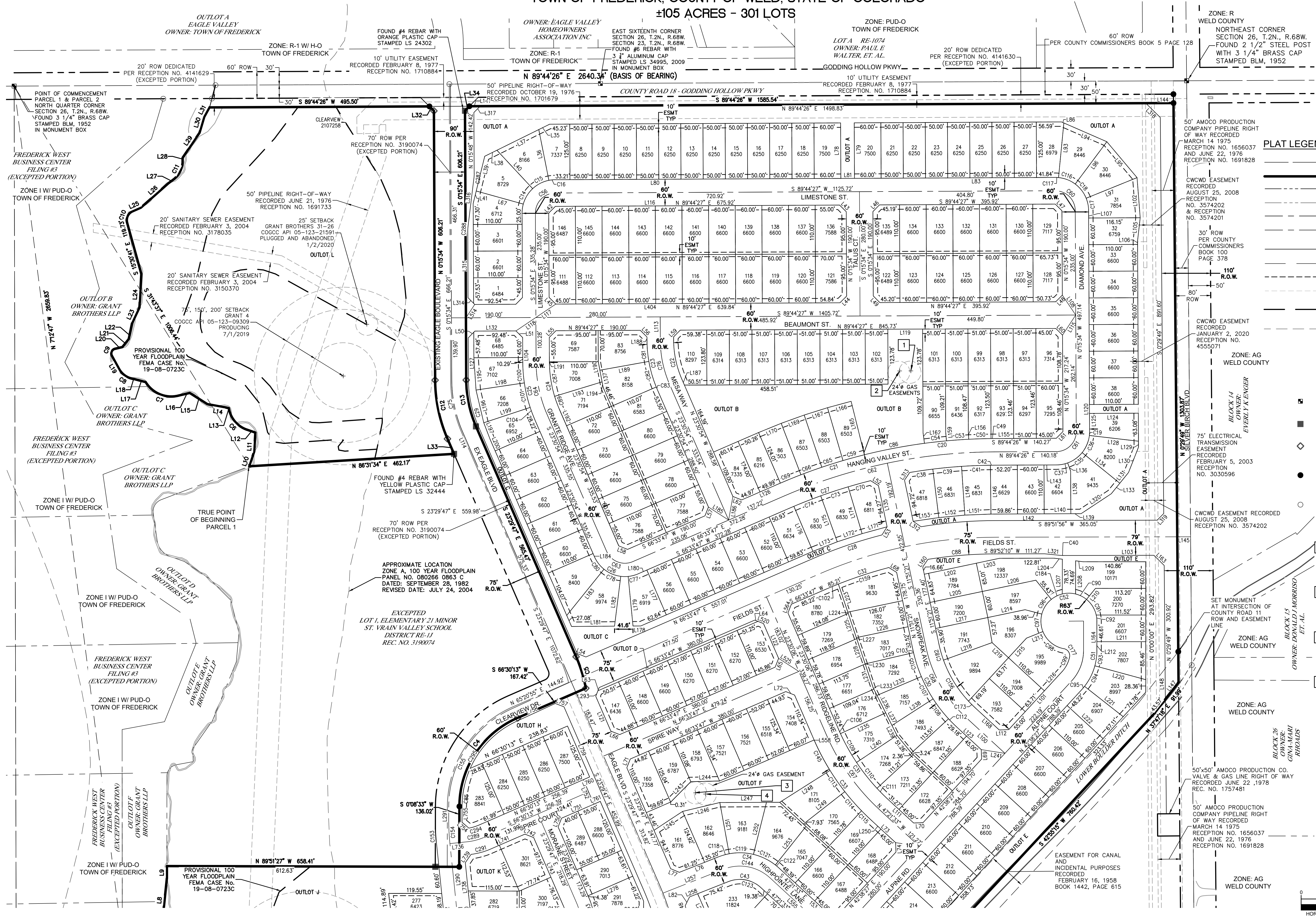
DATE: 06/04/2021

PROJECT NO.: 18218

Drawing name: C:\Users\Ntwab\AppData\Local\Temp\AcPublish_0672\1218 PLAT.dwg PLAN N Dec 16, 2021 10:33pm by: Ntwab

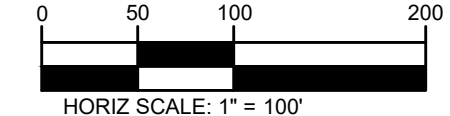
CLEARVIEW VILLAGES PRELIMINARY/FINAL PLAT

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



PLAT LEGEND:

- SECTION LINE
- PROPOSED BOUNDARY
- RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- ROAD CENTER LINE
- EXISTING ROAD CENTER LINE
- LOT LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING EASEMENT
- PROPOSED 100 YEAR FLOODPLAIN
- APPROXIMATE LOCATION ZONE A, 100 YEAR FLOOD ZONE
- LOT NUMBER
- LOT SIZE IN SQUARE FEET
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND #4 REBAR WITH A RED PLASTIC CAP STAMPED LS 34995
- SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED KSI, LS 38348
- CALCULATED POSITION
- SETBACK NOTES:
 - 25' SETBACK GRANT BROTHERS 21-26J COGCC API 05-123-30006 PLUGGED AND ABANDONED 3/18/2014
 - 25' SETBACK GRANT BROTHERS 41-26J COGCC API 05-123-30006 PLUGGED AND ABANDONED 3/18/2014
 - 25' SETBACK GRANT BROTHERS 42-26 COGCC API 05-123-22010 PLUGGED AND ABANDONED 1/2/2020
 - 25' SETBACK GRANT BROTHERS 2-26 COGCC API 05-123-15108 PLUGGED AND ABANDONED 8/21/2018



PHELPS
ENGINEERING

7200 E. Hampden Ave. Suite 300
Denver, CO 80224 (303) 298-1644
www.phelpsengineering.net

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CONSTRUCTION

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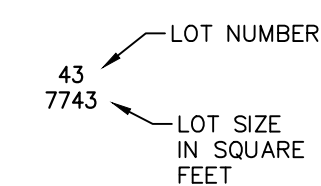
DESIGNED BY: JMG
DRAWN BY: JOA
CHECKED BY: LEP

PRELIMINARY/FINAL
PLAT

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

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

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

of 5

CLEARVIEW VILLAGES
PRELIMINARY/FINAL PLAT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Line Table		
Line #	Length	Direction
L514	36.04'	N33° 22' 55"E
L520	13.42'	N68° 28' 10"W
L525	54.11'	N57° 10' 19"W
L555	199.44'	S47° 21' 33"E
L558	0.94'	S23° 30' 06"E
L564	21.19'	S21° 29' 54"W
L597	24.18'	S36° 07' 41"W
L599	111.62'	S83° 53' 33"W



NOT FOR
CONSTRUCTION



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

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

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

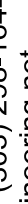
PRELIMINARY/FINAL
PLAT
LINE TABLES

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

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

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

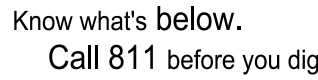
Drawing name: C:\Users\Nwob\AppData\Local\Temp\AcPublish_10672\18218 PLAT.dwg C-TABLES Dec 16, 2021 10:33pm by: Nwob



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7200 E. Hampden Ave., Suite 300
Denver, CO 80224 (303) 298-1644
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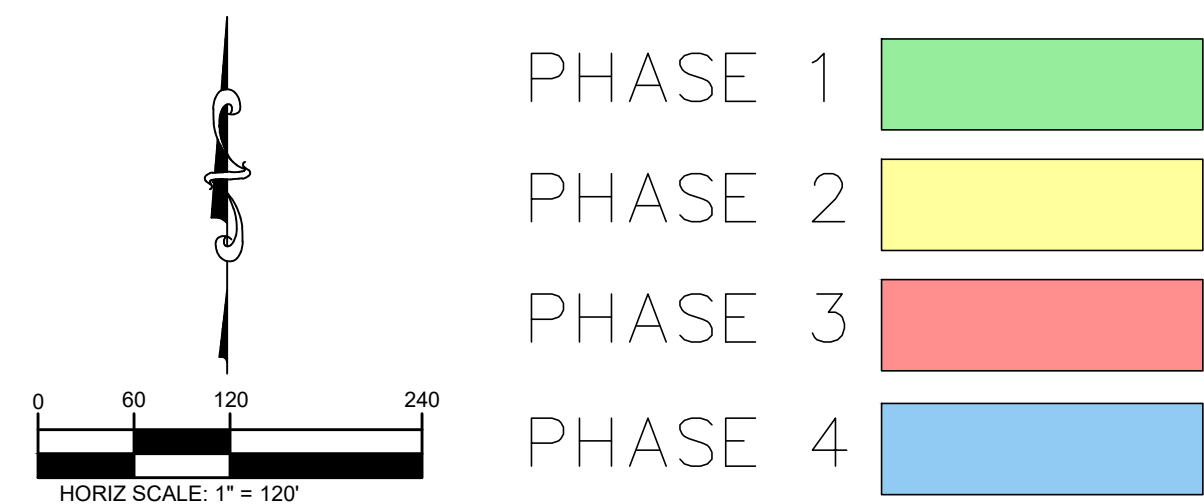
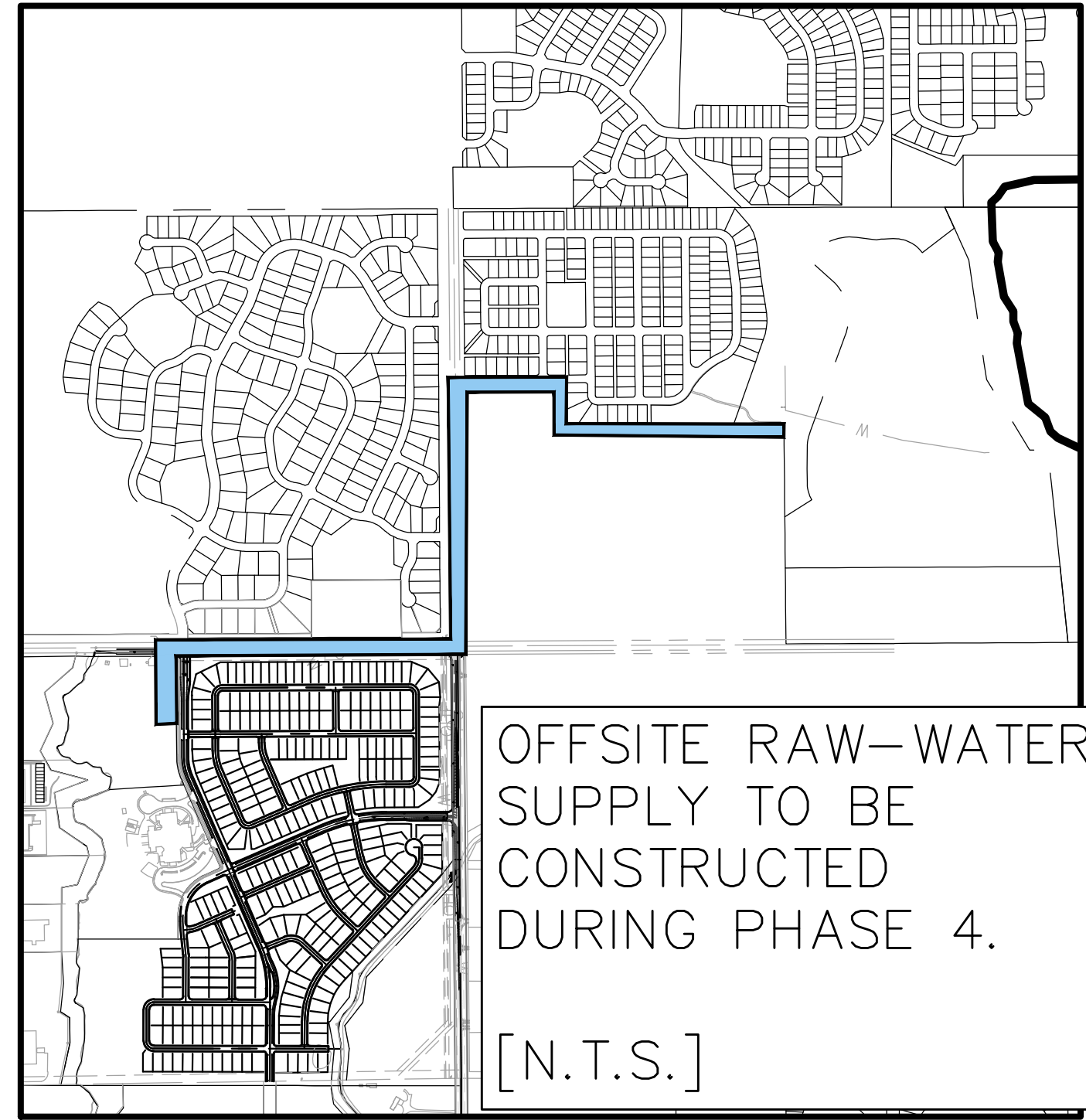
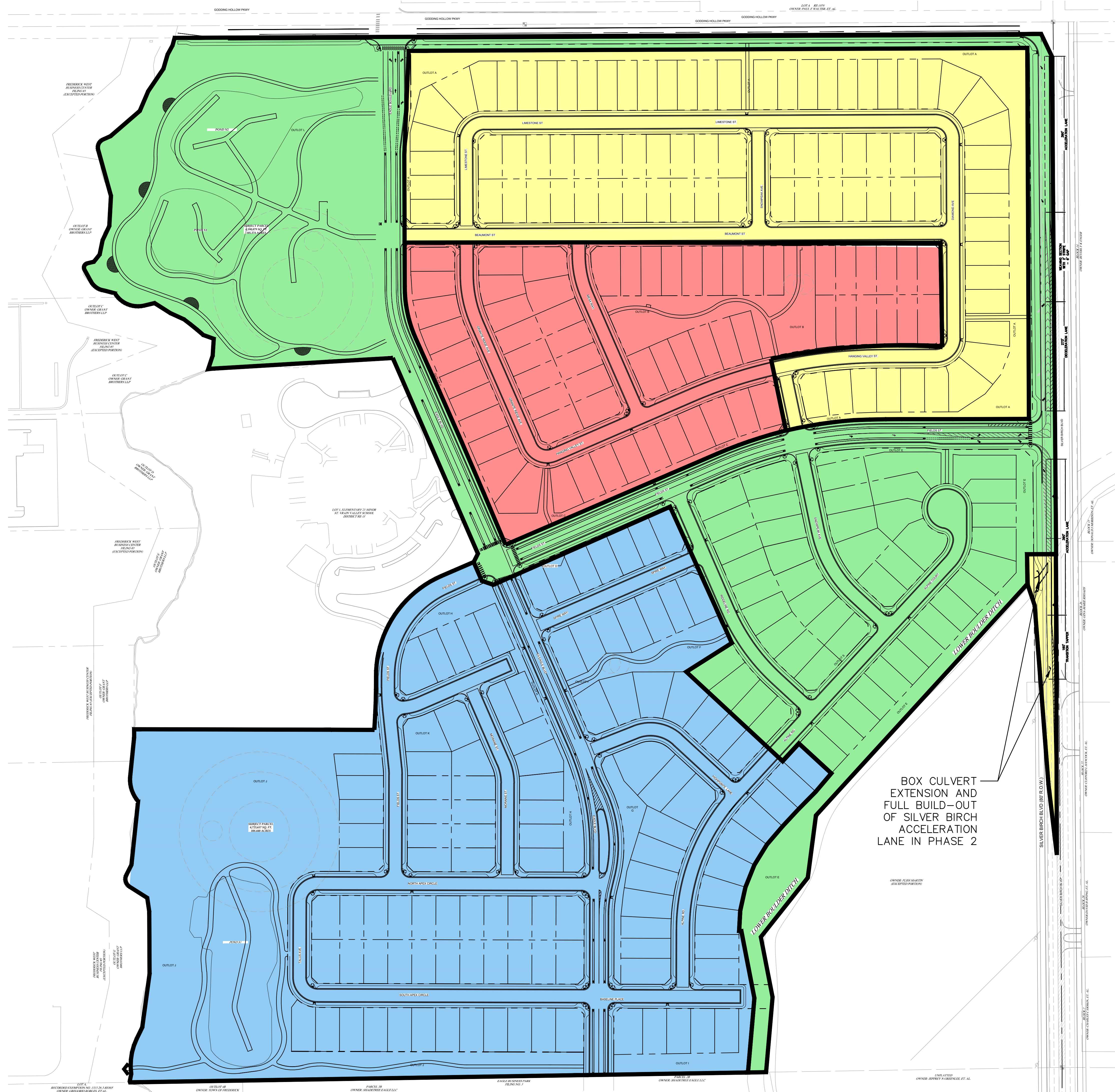
NOT FOR
CONSTRUCTION



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

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

5 of 5



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

No.	REVISIONS	DATE	BY
1.	PER TOWN OF FREDERICK COMMENTS	10/7/2021	LP
2.	PER TOWN OF FREDERICK COMMENTS	12/17/2021	LP



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3522 S. Emerson St, Englewood,
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NOT FOR
CONSTRUCTION

PHASING PLAN

CLEARVIEW VILLAGES
TOWN OF FREDERICK, CO

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

#####

EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
 Prepared By: Phelps Engineering
 Description: Preliminary Cost Estimate
 Date: 2/4/2020

PHASE 1: Approx. 30.08% of Total Development

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Earthwork					
Clearing	17300	CY	\$3.50	\$60,550.00	
Cut to Fill On-Site	67230	CY	\$6.50	\$436,995.00	
Import to Fill	0	CY	\$8.45	\$0.00	
Temporary Erosion & Sediment Control	0.30	LS	\$90,000.00	\$27,000.00	
Seeding & Mulching	13.7	AC	\$750.00	\$10,275.00	
Earthwork Subtotal:				\$534,820.00	
Roadway & Site Improvements					
Internal Roadway System				\$1,372,142.32	
Paving	20296	SY	\$34.00	\$690,067.78	
8" ABC	20296	SY	\$2.50	\$50,740.28	
Chemically Stabilize Subgrade (12" BOC to BOC)	22980	SY	\$4.00	\$91,920.00	
Curb Gutter	9661	LF	\$22.00	\$212,542.00	
Cross Pans	1920	SF	\$8.28	\$15,897.60	
Sidewalks	5367	SY	\$30.00	\$161,016.67	
Handicap Ramps	40	EA	\$1,395.00	\$55,800.00	
Striping	3104	LF	\$2.00	\$6,208.00	
Signage	25	EA	\$350.00	\$8,750.00	
Public Street Lighting	24	EA	\$3,300.00	\$79,200.00	
Offsite Roadway System (Goddling Hollow, Silver Birch)				\$617,487.00	
Paving	10000	SY	\$34.00	\$340,000.00	
8" ABC	10000	SY	\$2.50	\$25,000.00	
Subgrade Prep	10000	SY	\$4.00	\$40,000.00	
Curb Gutter	3200	LF	\$22.00	\$70,400.00	
Concrete Crossspan	5	EA	\$1,700.00	\$8,500.00	
Sidewalks	2869	SY	\$30.00	\$86,070.00	
Handicap Ramps	5	EA	\$1,395.00	\$6,975.00	
Striping	3521	LF	\$2.00	\$7,042.00	
Signage	5	EA	\$350.00	\$1,750.00	
Guardrail	63	LF	\$250.00	\$15,750.00	
Monument Sign	2	EA	\$8,000.00	\$16,000.00	
Roadway & Site Improvements Subtotal:				\$1,989,629.32	
Storm Drainage					
18" to 36" STM	3215	LF	\$110.00	\$353,650.00	
Flared End Section	7	EA	\$850.00	\$5,950.00	
Riprap	0	CY	\$85.00	\$0.00	
Storm Manhole (5' Dia.)	21	EA	\$3,500.00	\$73,500.00	
Special Manhole Junctions	4	EA	\$6,000.00	\$24,000.00	
Storm Inlet	16	EA	\$4,100.00	\$65,600.00	
Detention Pond (grading, spillway, channel, forebay)	2	EA	\$85,000.00	\$170,000.00	
Pond Outlet Structure	2	EA	\$20,000.00	\$40,000.00	
Box Culvert	638	LF	\$375.00	\$239,250.00	
Storm Drainage Subtotal:				\$971,950.00	
Potable Water					
Connect to Existing	4	EA	\$2,600.00	\$10,400.00	
8" PVC	2881	LF	\$60.00	\$172,860.00	
Fire Hydrant Assy.	9	EA	\$6,800.00	\$61,200.00	
Bends & Fittings	12	EA	\$750.00	\$9,000.00	
Gate Valves	20	EA	\$1,300.00	\$26,000.00	
Temporary Plug & Blowoff	5	EA	\$800.00	\$4,000.00	
Potable Water Subtotal				\$283,460.00	
Sanitary Sewer					
8" Sanitary Sewer PVC	2690	LF	\$48.00	\$129,120.00	
Manhole (4' DIA)	21	EA	\$3,200.00	\$67,200.00	
Trench Plugs	28	EA	\$550.00	\$15,400.00	
Connect to Existing	1	EA	\$2,000.00	\$2,000.00	
Sanitary Sewer Subtotal				\$213,720.00	
Total:				\$4,208,909.02	
Other Commitments (Not in Phase 1 Total)					
Traffic Signal (Goddling Hollow & Silver Birch)	1	LS	\$100,000.00	\$100,000.00	25% responsibility of total cost

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
 Prepared By: Phelps Engineering
 Description: Preliminary Cost Estimate
 Date: 2/4/2020

PHASE 2: Approx. 28.33% of Total Development

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

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
Prepared By: Phelps Engineering
Description: Preliminary Cost Estimate
Date: 2/4/2020

PHASE 3: Approx. 10.61% of Total Development

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

Exhibit B MOAPI - Costs
Clearview Villages

Project: Clearview Villages
Prepared By: Phelps Engineering
Description: Preliminary Cost Estimate
Date: 2/4/2020

PHASE 4: Approx. 30.98% of Total Development

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Earthwork					
Clearing	17820	CY	\$3.50	\$62,370.00	
Cut to Fill On-Site	67230	CY	\$6.50	\$436,995.00	
Import to Fill	0	CY	\$8.45	\$0.00	
Temporary Erosion & Sediment Control	0.31	LS	\$90,000.00	\$27,900.00	
Seeding & Mulching	16.38	AC	\$750.00	\$12,285.00	
Earthwork Subtotal:				\$539,550.00	
Roadway & Site Improvements					
Paving Asphalt (assume 4" depth over 8" ABC)	17633	SY	\$34.00	\$599,522.00	
8" ABC	17633	SY	\$2.50	\$44,082.50	
Chemically Stabilize Subgrade (12" BOC to BOC)	20312	SY	\$4.00	\$81,246.67	
Curb Gutter	9642	LF	\$22.00	\$212,124.00	
Concrete Crossspan	2	EA	\$1,700.00	\$3,400.00	
Sidewalks	5357	SY	\$30.00	\$160,700.00	
Handicap Ramps	36	EA	\$1,395.00	\$50,220.00	
Striping	0	LF	\$2.00	\$0.00	
Signage	17	EA	\$350.00	\$5,950.00	
Public Street Lighting	20	EA	\$3,300.00	\$66,000.00	
Roadway & Site Improvements Subtotal:				\$1,223,245.17	
Storm Drainage					
18" to 36" STM	4052.5	LF	\$110.00	\$445,775.00	
Flared End Section	4	EA	\$850.00	\$3,400.00	
Riprap	679	CY	\$85.00	\$57,705.56	
Storm Manhole (5' Dia.)	24	EA	\$3,500.00	\$84,000.00	
Storm Inlet	21	EA	\$4,100.00	\$86,100.00	
Detention Pond (grading, spill, channel, forebay)	1	EA	\$85,000.00	\$85,000.00	
Pond Outlet Structure	1	EA	\$20,000.00	\$20,000.00	
Storm Drainage Subtotal:				\$781,980.56	
Potable Water					
Connect to Existing	0	EA	\$2,600.00	\$0.00	
10" PVC	4563.5	LF	\$60.00	\$273,810.00	
Fire Hydrant Assy.	20	EA	\$6,800.00	\$136,000.00	
Bends & Fittings	30	EA	\$750.00	\$22,500.00	
Gate Valves	24	EA	\$1,300.00	\$31,200.00	
Temporary Plug & Blowoff	2	EA	\$800.00	\$1,600.00	
Potable Water Subtotal				\$465,110.00	
Raw Water					
Connect to Existing	1	EA	\$2,600.00	\$2,600.00	
8" PVC	6017	LF	\$60.00	\$360,996.00	
Fire Hydrant Assy.	4	EA	\$6,800.00	\$27,200.00	
Bends & Fittings	15	EA	\$750.00	\$11,250.00	
Gate Valves	2	EA	\$1,300.00	\$2,600.00	
Air Release Valve	3	EA	\$4,500.00	\$13,500.00	
Temporary Plug & Blowoff	2	EA	\$800.00	\$1,600.00	
Potable Water Subtotal				\$215,329.70	Reduced for 51.30% responsibility
Sanitary Sewer					
8" Sanitary Sewer PVC	5055	LF	\$48.00	\$242,640.00	
Manhole (4' DIA)	35	EA	\$3,200.00	\$112,000.00	
Trench Plugs	38	EA	\$550.00	\$20,900.00	
Connect to Existing	0	EA	\$2,000.00	\$0.00	
Sanitary Sewer Subtotal				\$375,540.00	
Total:				\$3,600,755.42	

CLEARVIEW VILLAGES - PHASE 1

Opinion of Probable Costs

Phase 1: Landscape and Open Space

By: LAI Design Group

Job #:

181024

Today's Date:

11/16/2021

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

CLEARVIEW VILLAGES - PHASE 2

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

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

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

CLEARVIEW VILLAGES - PHASE 3

Opinion of Probable Costs

Phase 3: Landscape and Open Space

By: LAI Design Group

Job #: 181024

Today's Date: 11/16/2021

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

CLEARVIEW VILLAGES - PHASE 4

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

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

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

EXHIBIT C

(Sample)
(BANK LETTERHEAD)

IRREVOCABLE LETTER OF CREDIT

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

No.
Date:
Expiration:

Gentlemen:

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

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

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

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

Yours, very truly,

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

Attest:

EXHIBIT D

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT E

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS BY OTHERS

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

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

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

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

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

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

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

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

- a. Water System Improvements.**

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

b. Sewer System Improvements.

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

c. Drainage System Improvements.

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

d. Transportation System Improvements.

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

e. Park and Open Space Improvements.

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

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

Signed this _____ day of _____, 20_____

STATE OF COLORADO)
) ss.
COUNTY OF)

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

Notary Public

EXHIBIT F

SPECIAL PROVISIONS APPLYING TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

This Exhibit F is attached to and incorporated into that certain Memorandum of Agreement for Public Improvements for the Clearview Village Subdivision by and between the Town of Frederick, a Colorado municipal corporation (“TOWN”) and BCL Colorado LP, a Colorado limited partnership (the “DEVELOPER”). In the event of any conflict between any paragraph, sentence or clause of this Exhibit F and similar provisions elsewhere in the MOAPI, the paragraph, sentence or clause of this Exhibit F shall control.

1. Transportation Improvements.

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

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

2. Model Homes.

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

3. School Bus Shelters.

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

4. Water Service

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

5. Phasing of Improvement Guarantee

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

6. Outlots and Open Space

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

7. Non-Potable Water Improvements.

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

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

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF CLEARVIEW VILLAGES SUBDIVISION MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

This **ASSIGNMENT AND ASSUMPTION OF CLEARVIEW VILLAGES SUBDIVISION MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS** (this "Assignment") is made by and between **BCL COLORADO LP**, a Colorado limited partnership ("Assignor"), having an address of 9601 Katy Freeway, Suite 475, Houston, Texas 77024, and **CENTURY LAND HOLDINGS, LLC**, a Colorado limited liability company ("Assignee"), having an address of 8390 E. Crescent Parkway, Suite 650, Greenwood Village, CO 80111, and shall be effective on the date a fully executed copy of this Assignment is delivered to the Town of Frederick and following the date on which this Assignment has been recorded in the real property records of Weld County, Colorado ("Effective Date").

W I T N E S S E T H:

A. Assignor and the Town of Frederick, a Colorado municipal corporation (the "Town") entered into that certain Memorandum of Agreement for Pubic Improvements dated _____, 202____, and recorded in the official records of Weld County, Colorado (the "Official Records") on _____, 202____ at Reception No. _____, concerning that certain tract or parcel of land more particularly described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "MOAPI").

B. Assignor desires to assign to Assignee and its successors and assigns, all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits as established in the MOAPI, and Assignee is willing to assume all such rights, duties, obligations, liabilities, responsibilities, and benefits, pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits established in the MOAPI. Assignee hereby expressly accepts this Assignment and assumes, for itself and its successors and assigns, all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits, fixed and contingent, under the MOAPI. Assignee agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations, and liabilities of Assignor with respect to the MOAPI, and (b) keep, perform, and observe all of such terms, covenants, agreements, provisions, conditions, obligations, and liabilities set forth in the MOAPI.

2. General Provisions.

- a. Successors. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.
- b. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
- c. Governing Law. This Assignment and the legal relations between the Assignor and Assignee shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without reference to the conflict of law provisions thereof.
- d. Attorneys' Fees. If any action or proceeding is commenced by either the Assignor or Assignee to enforce its rights under this Assignment, then in addition to any damages awarded, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expense incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.
- e. Recording. This Assignment shall be recorded with the Weld County Clerk and Recorder in the Official Records.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Assignment as of the Effective Date.

ASSIGNOR:

BCL COLORADO LP, a Colorado limited partnership

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ as _____ of **BCL COLORADO LP**, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SEAL]

[SIGNATURE PAGES CONTINUE]

ASSIGNEE:

CENTURY LAND HOLDINGS, LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by
_____ as _____ of **CENTURY LAND HOLDINGS,**
LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SEAL]

[SIGNATURE PAGES CONTINUE]

ACKNOWLEDGEMENT:

TOWN OF FREDERICK, COLORADO

Tracie Crites, Mayor
authorized by Resolution No. _____

Date: _____, 202__

ATTEST:

Meghan C. Martinez, Town Clerk

**EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF
CLEARVIEW VILLAGES SUBDIVISION
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

LEGAL DESCRIPTION

[insert]



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tracie Crites, Mayor

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

Mark Lamach, Trustee
Rusty O'Neal, Trustee
Windi Padia, Trustee

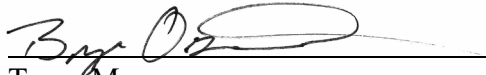
Setting Public Hearings for the Adoption of the 2018 International Existing Building Code

Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. Resolution (for setting the public hearing)
- b. the ordinance (to be adopted on March 8, 2022 after the public hearing)

Submitted by: Chuck Sandifer
Chief Building Official

Approved for Presentation: 
Town Manager

☐ Quasi-Judicial ☐ Legislative ☒ Administrative

Summary Statement:

The Town of Frederick adopted the 2018 I-Codes and the 2020 NEC effective June 30th 2020. In the 2015 IBC, Chapter 34 (Existing Buildings) was removed and replaced with a stand-alone code book.

Detail of Issue/Request:

This is a request to adopt the 2018 International Existing Building Code which was removed from the I-Codes and replaced with a stand-alone code book. Adoption of the 2018 code is necessary for evaluation and design of commercial renovation projects in the Town of Frederick.

Staff is requesting that the attached ordinance be adopted by reference. This requires setting of a public hearing date and publication requirements that will be completed by the Town Clerk's Office. Adoption of Resolution 22-R-09 will set public hearings and require that the Town Clerk's Office publish notification of the adoption by reference.

Legal/Political Considerations:

Built on What Matters.

The Town Attorney drafted the resolution and ordinance.

Alternatives/Options:

The Town has the option of not approving the 2018 IEBC, but will be required to adopt Chapter 34 of the 2012 IBC.

Financial Considerations:

There will be no cost impact for adopting the 2018 International Existing Building Code.

Staff Recommendation:

Staff recommends that the Board approve the resolution to the set the public hearing for adoption of the 2018 International Existing Building Code.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-09**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
SETTING A PUBLIC HEARING ON ADOPTING CHANGES TO THE
BUILDING CODE TO INCLUDE ADOPTION OF THE 2018
INTERNATIONAL EXISTING BUILDING CODE**

WHEREAS, the Town of Frederick recently updated the building code to include various International Codes but did not adopt the 2018 International Existing Building Code as a part of that process; and,

WHEREAS, the 2018 International Existing Building Code provides appropriate standards for the remodel of existing building such that adoption of the code is appropriate for the Town of Frederick.

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

Section 1. CRS §31-16-201 *et seq* codifies the procedures for adopting a code by reference which includes introducing the adopting ordinance at a meeting, scheduling a public hearing on the ordinance after notice of the public hearing has published twice in a newspaper, once 15 days before the hearing and again eight days before the hearing.

Section 2. In order to comply with the notice requirements, the public hearing shall be held on Tuesday, March 8, 2022 on the adoption of 2018 International Existing Building Code.

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

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

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

Section 6. Publication. The Town Clerk is directed to publish notice of the public hearing as required by statute.

**INTRODUCED, READ, PASSED, AND SIGNED THE 8TH DAY OF FEBRUARY,
2022.**

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

NOTICE OF HEARING

NOTICE is hereby given of a public hearing before the Frederick Board of Trustees at 7:00 p.m. on March 8, 2022 at the Frederick Town Hall, 401 Locust St., Frederick, Colorado, for the purpose of considering adoption by reference as a part of the Town of Frederick Building Code The *2018 International Existing Building Code*, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, August 2017, Chapters 1 through 16 inclusive and Appendices A, B & C and Resource A, is hereby incorporated by this reference as part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code includes comprehensive provisions and standards regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of buildings and structures for the purpose of safeguarding the public health, safety and general welfare.

A copy of the code is on file at the office of the Town Clerk and may be inspected during regular business hours. If enacted as an ordinance of this model code will not be published in full, but in accordance with state law, copies will be kept on file.

At the meeting on March 8, 2022, the Board of Trustees will consider passage of the adopting Ordinance.

This notice given and published by order of the Board of Trustees.

Dated this ____th day of February, 2022.

TOWN OF FREDERICK, COLORADO

By: Meghan C. Martinez, Town Clerk

First notice of hearing February __, 2022

Second notice of hearing February __, 2022

ORDINANCE NO. 1372

AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, ADDING A SECTION TO CHAPTER 18 BUILDING REGULATIONS OF THE FREDERICK MUNICIPAL CODE.

WHEREAS, the Town of Frederick is a statutory municipality created and organized pursuant to Title 31, Colorado Revised Statutes; and,

WHEREAS, the Town of Frederick has authority, pursuant to Colorado Revised Statutes § 31-15-401 et. seq. and C.R.S. § 31-15-601 et. seq. to enact and enforce building codes for the orderly and safe development within the Town; and,

WHEREAS, the Town of Frederick in 2021 adopted updated building regulations as codified in Chapter 18 of the Frederick Municipal Code; and,

WHEREAS, the International Existing Building Code, which was previously included as a chapter within the International Building Code, was not adopted in 2021 with the other code updates; and,

WHEREAS, adoption of the International Existing Building Code is needed to address the requirements for existing building projects, such as remodels and other renovations; and,

WHEREAS, pursuant to C.R.S. §31-16-202, the adoption of the International Existing Building code may be done by reference.

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

Section 1. Section 18-1-60, Frederick Municipal Code, entitled “Adopted” is hereby amended by adding the following section:

Sec. 18-1-60. Adopted.

(11) The *2018 International Existing Building Code*, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, August 2017, Chapters 1 through 16 inclusive and Appendices A, B & C and Resource A, is hereby incorporated by this reference as part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code includes comprehensive provisions and standards regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of buildings and structures for the purpose of safeguarding the public

health, safety and general welfare. All references in this Code to the *International Existing Building Code* are to the edition referenced above.

Section 2. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Frederick, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 3. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 4. Effective Date. As this code amendment effects the current existing buildings and need for immediate oversight and enforcement of codes pertaining to existing buildings, this ordinance shall take effect immediately upon passage to ensure the immediate preservation of the public peace, health and safety of the community pursuant to Section 1-47 of the Frederick Municipal Code.

**INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL BY
THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK THIS ____ DAY OF
_____, 2022**

TOWN OF FREDERICK, a Colorado municipal
corporation

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Meghan Martinez, MMC, Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

Rusty O'Neal, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

CONSIDERATION OF THE BEAR INDUSTRIAL REPLAT 1 BLOCK 2 LOT 2 CONDITIONAL USE FOR CRUISE AMERICA (PROJECT NO. 2021-031)

Agenda Date: Town Board Meeting – February 8, 2022

Attachments:

- a. Site Plan
- b. Planning Commission Minutes 1-20-2022
- c. Signed PCR-2022-02 A

Finance Review:

Finance Director

Submitted by:

Maureen Welsh
Planner II

Approved for Presentation:

Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Summary Statement:

This is a request to consider a conditional use for a recreational vehicle (RV) rental and sales business.

Detail of Issue/Request:

Applicant: Callan Miller, Baker Builders

Owner: Roger Wingerberg

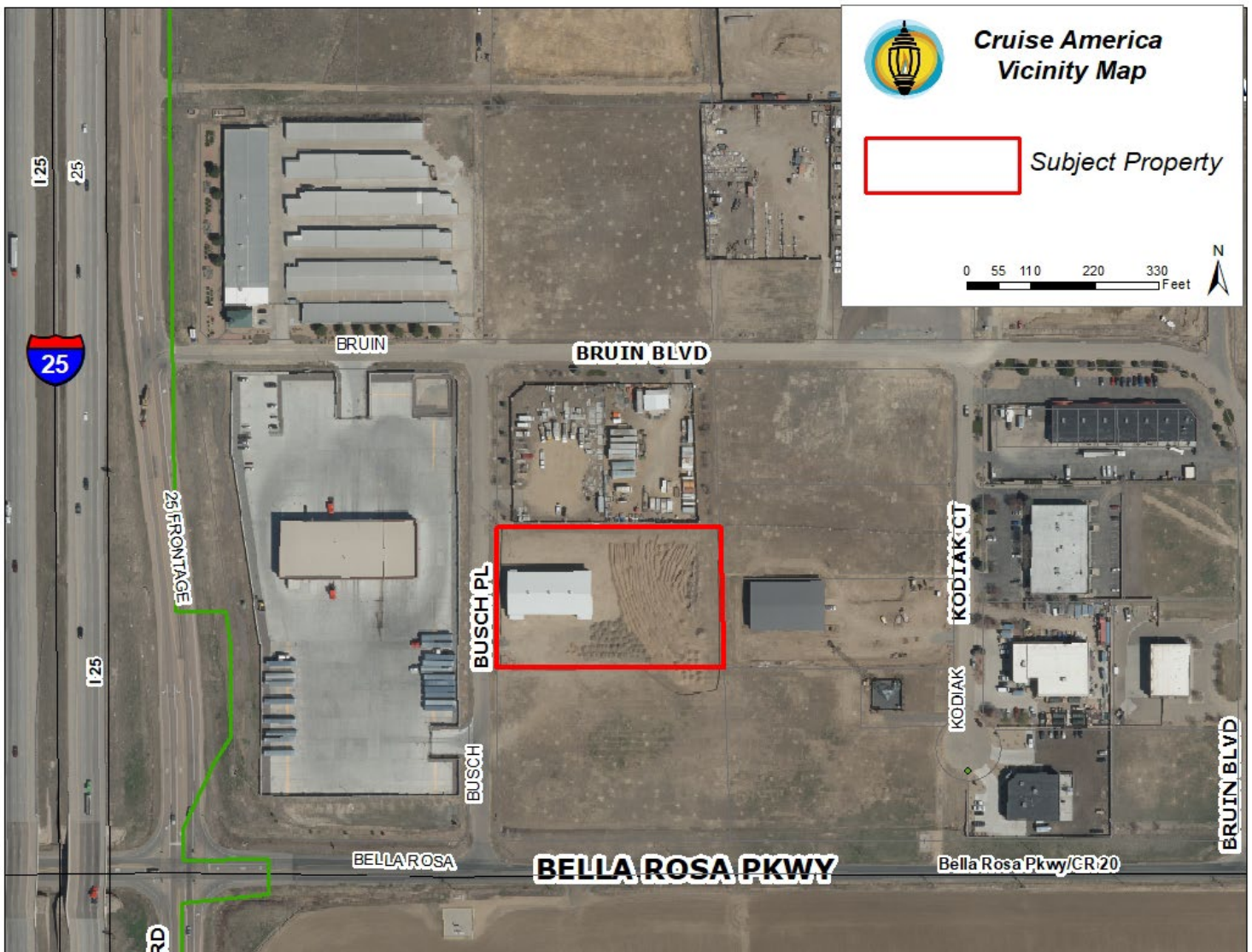
Location and Zoning: The project site is located approximately 300 feet north of Bella Rosa Parkway, and 500 feet east of East I-25 Frontage Road. The address is 5660 Iris Parkway. The property is zoned I (Industrial).

Built on What Matters.

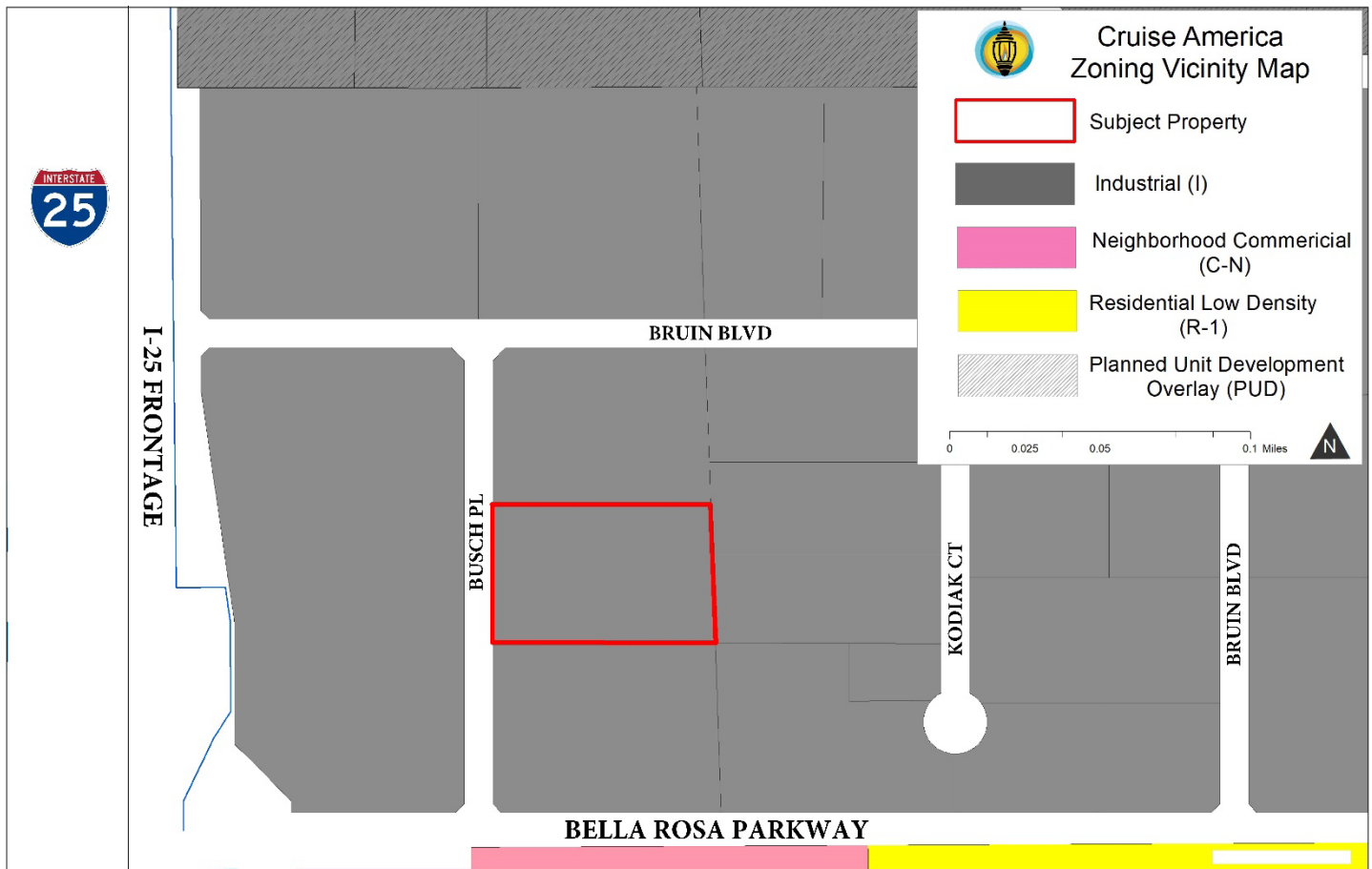
Surrounding Land Uses and Zoning:

North	Land use: Outdoor Storage Yard Zoning: I (Industrial)
South	Land use: vacant land Zoning: I (Industrial)
West	Land use: Trucking company office with yard Zoning: I (Industrial)
East	Land use: light industrial/manufacturing uses Zoning: I (Industrial)

Vicinity Map:



Vicinity Map with Zoning:



Background Information:

The structure at 4180 Busch Place was partially constructed in 2019, without a tenant identified. The building is roughly 10,000 square feet with 18 parking spaces. There is a large outdoor storage area on the east side of the building. Cruise America is interested in the building and is prepared to complete the construction of the site and building, if the conditional use is approved.

Request:

The request is to allow an RV rental and sales use. There are several remaining site and building improvements which need to be completed prior to a certificate of occupancy being issued on the property. Generally, the items that need to be completed are; the fence, additional exterior material, parking lot, storage yard surface, landscaping, lighting, and the interior of the building.

Review Criteria:

Section 4.9.4 of the Town of Frederick Land Use Code, sets forth the following review criteria for the proposed planning action.

1. The conditional use will satisfy all applicable provisions of this Code and subdivision regulations unless a variance is being requested.

Staff Comment: There are no variances being requested.

2. The conditional use will conform with or further the goals, policies and strategies set forth in the Comprehensive Plan.

Staff Comment: The proposed conditional use is relevant to the following excerpt from the comprehensive plan Commercial & Industrial Areas goals and objectives:

Goal: Leverage Frederick's strategic location and developable areas to promote employment growth and achieve a jobs-housing balance.

Typically, RV rental and sales businesses want prominent locations with street frontage. This business is proposing to make use of a vacant light industrial/warehouse property. In doing so, they preserve a more prominent, street fronting location for a more desirable retail, restaurant or service user.

3. The conditional use will be adequately served with public utilities, services and facilities (i.e., water, sewer, electric, schools, street system, fire protection, public transit, storm drainage, refuse collection, parks system, etc.) and not impose an undue burden above and beyond those of the permitted uses of the district.

Staff Comment: All the public utilities, services and facilities were reviewed with the original site plan approval and are adequate for the RV sales use. A dump station is being proposed with the site plan amendment and will be installed if the conditional use is approved.

4. The conditional use will not substantially alter the basic character of the district in which it is located or jeopardize the development or redevelopment potential of the district.

Staff Comment: The RV inventory is kept within the building or in the outdoor storage area. The use does not alter the character of the district. The exterior of the building is consistent with other industrial/office/warehouse uses in the industrial business park.

5. The conditional use will result in efficient on- and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.

Staff Comment: The applicant has estimated that on a normal business day, the business would generate 15 A.M. and P.M. peak hours trips. This is significantly lower than what the original site plan approval included which was for two 10,000 square foot buildings on site.

6. Potential negative impacts of the conditional use on the rest of the neighborhood or of the neighborhood on the conditional use have been mitigated through setbacks, architecture, screen walls, landscaping, site arrangement or other methods. The applicant shall satisfactorily address the following impacts:

- (a) Traffic; and
- (b) Activity levels

Staff Comment: As stated earlier, there are fewer daily trips created by the RV rental and sales use than a typical office/warehouse use. There will be very little outdoor activity on the site. There are typically 7 employees during the off-season (Nov-Mar) and up to 12 employees during the busy season (April-October).

- (c) Light

Staff Comment: The building and site lighting have been reviewed and meet the standards found in section 2.19 of the Frederick Land Use Code.

- (d) Noise
- (e) Odor

Staff Comment: There is very little noise associated with the RV rental and sales use. A new RV dump station is proposed for the east side of the building, within the storage yard. St. Vrain Sanitation has reviewed the dump station for compliance and no odors are expected to be created by the facility.

- (f) Building type, style and scale

Staff Comment: The building architecture was reviewed and approved with the original site plan application. With the addition of an outdoor storage yard, the applicant was required to add a third exterior building material. They are proposing a wood accent material for the west and south elevations.

- (g) Hours of operation

Staff Comment: The dealership hours are Monday-Saturday from 8:00am to 5:00pm.

- (h) Dust
- (i) Erosion control.

Staff Comment: The site will be fully developed. There are no dust or erosion control concerns.

- 7. The applicant has submitted evidence that all applicable local, state, and federal permits have been or will be obtained.

Staff Comment: If the conditional use is approved, Cruise America will immediately work with the State of Colorado to transfer the "Used Motor Vehicle Dealer" license from our current location in Federal Heights to Frederick prior to business operations taking place.

Public Notice:

This project was properly noticed according to the requirements of Section 4.5 of the Frederick Land Use Code. Staff received no comments on the project.

Legal Comments:

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

Planning Commission:

A Planning Commission meeting was held on January 20, 2022. The Planning Commission had a question about whether this business facilitates more sales or more rentals. The applicant responded that Cruise America deals mainly with RV rentals. The Planning Commission also had a question regarding the dump station and its location. Staff assured that the dump station is located behind the building within the fenced area. Staff also provided that St. Vrain Sanitation District has fully signed off and approved this application along with the dump site so it is in compliance. The Planning Commission recommended approval without conditions by approving PCR-2022-02A with a vote of 5-0.

Alternatives/Options:

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

Financial Considerations:

Not applicable

Recommended Motions:

Approval:

I move that Cruise America Conditional Use, case no. 2021-031 be approved based on the review criteria found in the Town Land Use Code Section 4.9.4, with no conditions; and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Mayor Crites without further action of the Board.

Approval with Conditions:

I move that Cruise America Conditional Use, case no. 2021-031 be approved based on the review criteria found in the Town Land Use Code Section 4.9.4, and based on the following conditions;

1. (list specific conditions)

2...

3...

and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Mayor Crites without further action of the Board.

Denial:

I move that Cruise America Conditional Use, case no. 2021-031 be denied based on the following findings of fact (list specific facts); and to direct the Town Attorney to reduce this denial, along with the findings of fact, to writing for prompt execution by Mayor Crites without further action of the Board.

CONSTRUCTION NOTES

STAFF CERTIFICATE OF APPROVAL

THE SITE PLAN MAP OF 4180 BUILDING SITE PLAN AMENDMENT, IS APPROVED
AND ACCEPTED BY THE TOWN OF FREDERICK STAFF THIS ____ DAY
OF ____ 2021.

ENGINEER CERTIFICATE

I, BRADLEY J. OLSEN, A REGISTERED CIVIL ENGINEER IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SITE PLAN MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS SITE PLAN MAP (AND LEGAL DESCRIPTION) WAS PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS 1st DAY OF DECEMBER, 2021.

BRADLEY J. OLSEN, P.E.

BY

SEAL



CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT 4180 BUSCH PLACE, LLC, BEING THE OWNER, MORTGAGEE OR LIENHOLDER OF CERTAIN LANDS IN FREDERICK, COLORADO DESCRIBED AS FOLLOWS:

4180 BUILDING SITE PLAN AMENDMENT

HAVE LAID OUT THIS SITE PLAN MAP OF THE ABOVE DESCRIBED LAND UNDER THE NAME AND STYLE OF 4180 BUILDING SITE PLAN AMENDMENT. THIS DESCRIBED SITE PLAN MAP CONTAINS 2.149 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY EXISTING AND/OR OF PUBLIC RECORD.

EXECUTED THIS _____ DAY OF _____ 2021.

ROGER WINGERBERG, MEMBER

STATE OF COLORADO)
) SS
COUNTY WELD)

THE FOREGOING CERTIFICATE OF OWNERSHIP AND MAINTENANCE WAS
ACKNOWLEDGED BEFORE ME BY _____ ACTING
IN HIS/HER CAPACITY AS _____ OF _____ THIS _____ DAY,
OF _____, 2021

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES

NOTARY PUBLIC

SITE DATA TABLE		
DESCRIPTION	AREA (S.F.)	AREA %
BUILDING FOOTPRINT	9800	10
PAVEMENT	33366	36
CONCRETE WALK/PANS	3581	4
LANDSCAPE/OPEN SPACE	27083	29
GRAVEL	19824	21
TOTAL AREA (S.F.)	93654	100
TOTAL AREA (AC.) REPLAT OF LOT 1, BLOCK 1	2.150	100

PARKING REQUIREMENT DATA TABLE						
DESCRIPTION	RATIO	RATIO	AREA (S.F.)	CALC.	SPACES REQUIRED	SPACES PROVIDED
OFFICE	1 / 300	0.0033	1961	6.537	7	7
STORAGE	1 / 750	0.0013	7839	10.452	11	11
TOTALS			9800		18	18

INCLUDE ONE (1) VAN ACCESSIBLE HANDICAP SPACE

Sheet List Table	
Sheet Number	Sheet Title
C-000	COVER SHEET
C-101	SITE PLAN
C-102	GRADING PLAN
C-103	UTILITY PLAN
C-104	EROSION CONTROL
C-105	CIVIL DETAILS
C-106	CIVIL DETAILS
C-107	CIVIL DETAILS
C-108	CIVIL DETAILS
C-109	DRAINAGE PLAN
C-110	DRAINAGE DETAILS
C-111	PHOTOMETRIC PLAN
L1.1	LANDSCAPE PLAN
L1.2	DETAILS AND NOTES
L1.3	IRRIGATION GUIDELINES
C-112	LANDSCAPE AMENDMENT PLAN
C-300	EXTERIOR COLORS AND MATERIALS
C-301	EXTERIOR BUILDING ELEVATIONS
C-303	RENDERINGS

BASIS OF BEARINGS

THE WEST LINE OF BLOCK 2, BEAR INDUSTRIAL PARK, REPLAT 1,
AS BEARING S 00°10'16" E AS SHOWN ON THE RECORDED
SUBDIVISION PLAT AND ESTABLISHED BY THE FOUND PROPERTY
PINS ONSITE.

ACERAGE

CONTAINS 2.15 ACRES MORE OR LESS

ZONING

INDUSTRIAL DISTRICT

LEGAL DESCRIPTION

LOT 2, BLOCK 2, BEAR INDUSTRIAL PARK, REPLAT 1, TOWN OF
FREDERICK, WELD COUNTY, COLORADO.

ADDRESS

4180 BUSCH PLACE, FREDERICK, COLORADO

OWNER

4180 BUSCH PLACE, LLC

CONSULTANT

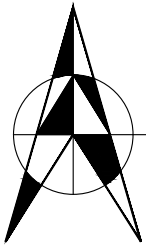
OLSEN PERFORMANCE TEAM, LLC

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF FREDERICK DESIGN CRITERIA & CONSTRUCTION REQUIREMENTS AND ALL OTHER RULES AND REGULATIONS OF THE TOWN.
2. WHEN REQUIRED, A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD AT LEAST 48 HOURS PRIOR TO THE INITIATION OF CONSTRUCTION. THE CONTRACTOR, DEVELOPER, TOWN, DESIGN ENGINEER, AND ANY INTERESTED UTILITY REPRESENTATIVES SHALL BE ATTENDING.
3. THE CONTRACTOR SHALL FIELD LOCATE AND VERIFY THE LOCATION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO THE INITIATION OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY CONFLICTS. ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR'S OPERATIONS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES AT HIS EXPENSE.
4. CALL FOR LOCATES AT 1-800-922-1987.
5. CONTRACTOR SHALL HAVE HIS PRESENCE AT ALL TIMES, ONE (1) SIGNED COPY OF PLANS APPROVED BY THE TOWN OF FREDERICK.
6. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE TOWN OF FREDERICK.
7. THE TOWN OF FREDERICK OR THE ENGINEER ARE NOT RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, DURING CONSTRUCTION. ALL TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS OR EROSION ON ADJUTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREA AS A RESULT OF THE WORK OR TO THE FUTURE CONTIGUOUS AREAS OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE TOWN OF FREDERICK AND THE DESIGN ENGINEER AT THE TIME OF THEIR OCCURRENCE.
10. IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH THE TOWN OF FREDERICK DUE TO CHANGED CONDITIONS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE OPINION OF THE TOWN OF FREDERICK, PROPOSED ALTERATIONS TO THE SIGNED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE PROJECT OR THE WORK OR TO THE FUTURE CONTIGUOUS AREAS OF THE PROPOSED IMPROVEMENTS, THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE TOWN OF FREDERICK FOR REVIEW AND APPROVAL PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
11. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF FREDERICK, FROM ALL LIABILITY, DAMAGES AND OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK, ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE TOWN OF FREDERICK OR THE ENGINEER.
12. EROSION CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AS APPROVED BY THE ENGINEER AND THE TOWN OF FREDERICK. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PER SECTION M-107-A OF THE COLORADO DIVISION OF HIGHWAYS M AND S STANDARDS SHALL BE INSTALLED DURING CONSTRUCTION AS DEEMED NECESSARY BY THE TOWN OF FREDERICK CONSTRUCTION INSPECTOR OR ENGINEER.
13. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH TOWN STANDARDS. CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, TOWN, UTILITY, AND PROJECT ENGINEER, A MINIMUM OF 72 HOURS PRIOR TO ANY WATER SERVICE INTERRUPTION, THIS INCLUDES THE LEFT HAND WATER DISTRICT - PHONE: (303) 530-4200.
14. OLSEN PERFORMANCE TEAM, LLC ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHALL BE THE RESPONSIBILITY OF THE PAYING PARTY FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH LAND OWNERS, TOWN AND OTHER PARTIES AFFECTED BY HIS OPERATIONS.
16. CONTRACTOR SHALL SAW-CUT JOINTS ABUTTING EXISTING PAVEMENT TO PROVIDE A NEAT, UNIFORM, STRAIGHT LINE ALONG STABLE PAVEMENT.
17. HOT BITUMINOUS PAVING SHALL BE IN COMPLIANCE WITH CDOT SPECIFICATIONS.
18. ALL CONCRETE SHALL BE CLASS A.
19. COMPACTION IN ROADWAYS, DITCH CROSSINGS, UTILITY CROSSINGS AND WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE 95% OF OPTIMUM DENSITY AS DETERMINED BY AASHTO T180 OR T99 AS APPLICABLE FOR THE SOIL TYPE.
20. CONTRACTOR SHALL REPAIR, AND REPLACE IF NECESSARY, THOSE PORTIONS OF EXISTING ROADS AND/OR TRAILS WHICH ARE DISTURBED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. REPAIRS SHALL BE MADE IN ACCORDANCE WITH THE TOWN OF FREDERICK REGULATIONS AND MAINTENANCE APPLICABLE TO THE PROPOSED IMPROVEMENTS.
21. ALL DISTURBED AREAS WITHIN THE TOWN R.O.W. ARE TO BE RESEEDED AFTER FINAL GRADING, AT THE DISCRETION OF THE TOWN OF FREDERICK. AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" OF TOP SOIL AND SHALL BE RE-SEEDDED. THE FOLLOWING TYPES AND RATES SHALL BE USED:

COMMON NAME	LBS BOTANICAL NAME	PLS/ACRES
Blue gramma v. n.m. native	Bouteloua	3
Smooth brone v. manchar	Bromus inermis	2
Western wheatgrass v. arriba	Pascopyrum smithii	5
Little bluestem	Schizachyrium scoparium	2
Buffalo Grass (treated)	Buchloe dactyloides	4
TOTAL		16
COMMERCIAL FERTILIZER	ANALYSIS (%)	LBS AVAILABLE
Nitrogen	18	45
Phosphorus	46	115

SEEDING APPLICATION: DRILL SEED OR HAND BROADCAST .25" - .50" INTO TOPSOIL.
MULCHING REQUIREMENT AND APPLICATION: 2 TONS STRAW MULCH PER ACRE MECHANICALLY OR HAND CRIMPED INTO TOPSOIL.

22. THE TOWN OF FREDERICK OR THE ENGINEER EXERCISES NO CONTROL OF THE SAFETY OR ADEQUACY OF ANY EQUIPMENT BUILDING COMPONENTS, SCAFFOLDING, FORMS OR ANY OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME.
23. ALL IMPROVEMENTS WILL BE ACCURATELY SURVEYED AND STAKED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO THEIR CONSTRUCTION.
24. ALL WORK SHALL BE INSPECTED BY THE TOWN'S REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN, IN HIS OPINION, THE TOWN'S RULES AND REGULATIONS, THESE SPECIFICATIONS OR THE CONSTRUCTION PROGRAMS ARE NOT BEING ADHERED TO.
25. THE TOWN OF FREDERICK SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY CONSTRUCTION.
26. ALL REQUIRED PERMITS FROM THE TOWN OF FREDERICK SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
27. ALL SEWER LINE SHALL BE PVC PIPE, SDR 35, ASTM D3034.
28. WATERLINE BEING SUEWEEK THE SQUEEGEE MATERIAL, 100% BY WEIGHT SHALL PASS 3/8" SIEVE, 0% TO 3/4" SHALL PASS NO. 200 SIEVE.
29. DEFLECTION OF PIPE SHALL CONFORM TO AWWA AND/OR 80% OF MANUFACTURES RECOMMENDED MAXIMUM DEFLECTION WHICHEVER IS MORE STRINGENT.
30. PROVIDE CONCRETE REACTION BLOCKING AT ALL TEES, BENDS, PLUGS, AND HYDRANTS PER TOWN OF FREDERICK SPECIFICATION.
31. WATER AND SANITARY SEWER SERVICE LINES SHALL HAVE A MINIMUM 10' HORIZONTAL SEPARATION, PER THE UNIFORM PLUMBING CODE, LATEST REVISION THEREOF.
32. ALL HANDICAP RAMPES ARE TO MEET ADA STANDARDS WHICH INCLUDE INSTALLING DETECTABLE RAISED PANELS.
33. ALL CURB/VE PIPE SHALL BE RCP, CLASS III, ASTM C 76 WITH 4-R JOINTS.
34. RESTORE OFFSITE IMPROVEMENTS DISTURBED BY CONSTRUCTION ACTIVITY, SUCH AS DRIVEWAYS, FENCES, CURBSETS, SIGNAGE, ETC. TO ORIGINAL CONDITION, OR BETTER AS REQUIRED.
35. PROVIDE CONCRETE REACTION BLOCKS AND "MEGA-LUG" MECHANICAL RESTRAINT, ON PIPE LENGTH EACH SIDE, AT TEES, BENDS, PLUGS AND HYDRANTS.
36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUBMITTED PRIOR TO THE PROBATIONARY ACCEPTANCE OF THE CONSTRUCTION. CONTRACTOR TO MAINTAIN A CURRENT UPDATED REDLINE AS-BUILT SET DURING CONSTRUCTION AND HAVE AVAILABLE FOR REVIEW.



VICINITY MAP

SCALE: 1" = 500'

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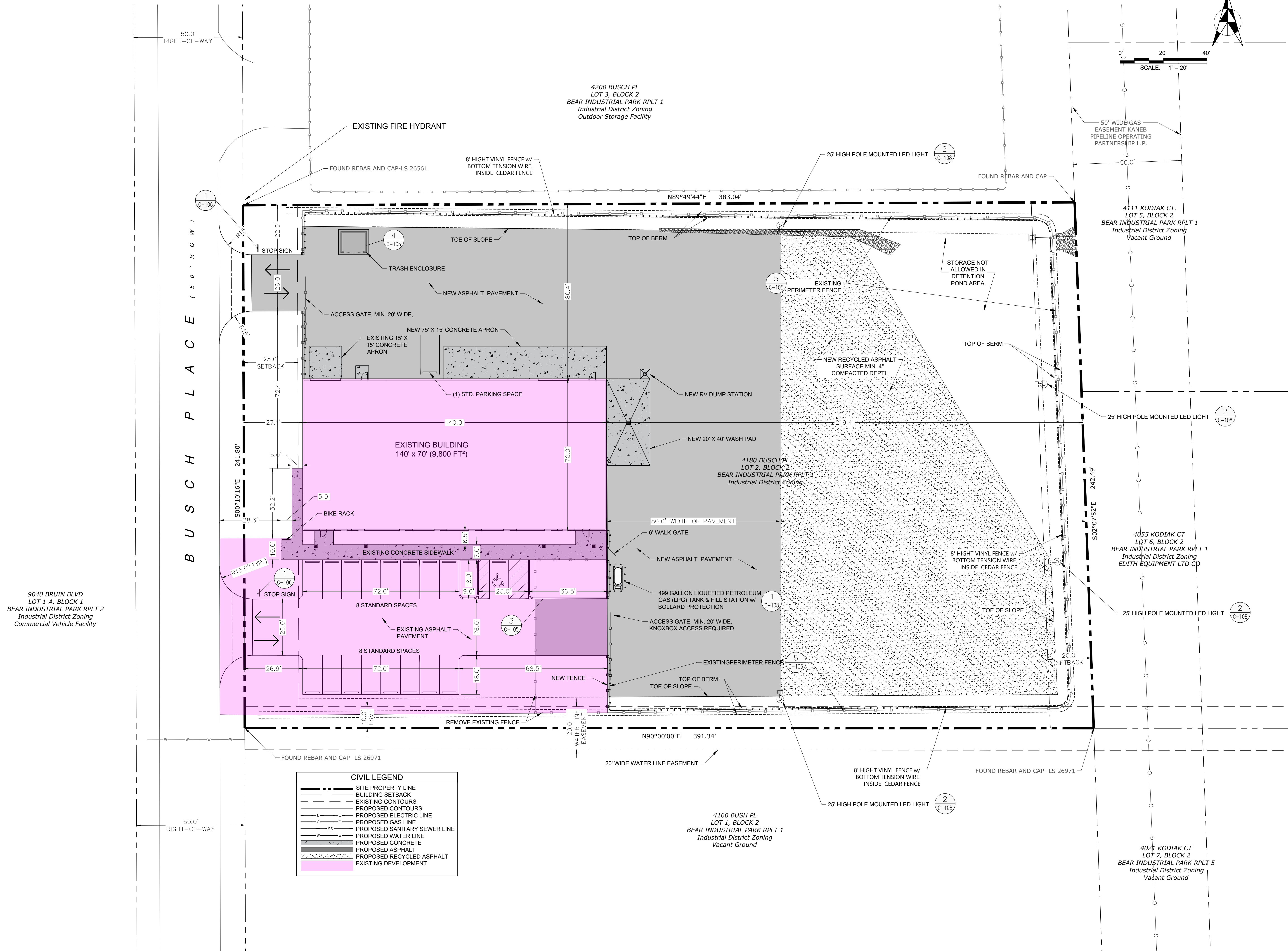
1. THE UTILITIES SHOWN ON THIS PLAN ARE FROM ONLY A REPRESENTATION DERIVED FROM LOCATES AND ONSITE OBSERVATIONS. NOT ALL UTILITIES ARE SHOWN.
2. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL EXTENTS OF ANY EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK. UTILITIES SHALL BE EXPOSED FOR ACCURATE LOCATION.
3. CONTRACTOR WILL BE RESPONSIBLE FOR CALLING THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 A MINIMUM OF 2 WORKING DAYS PRIOR TO CONSTRUCTION.
4. REFER TO BUILDING PLUMBING PLANS FOR UTILITY CONTINUATIONS.
5. THE WORK SITE SHALL BE MAINTAINED IN A NEAT, CLEAN, HAZARD FREE, ORDERLY STATE THROUGHOUT CONSTRUCTION.
6. ROOF DOWNSPOUTS ARE TO BE EXTENDED TO THE PAVEMENT AND/OR CURB SECTIONS.
7. REFER TO THE LANDSCAPE PLANS FOR DETAILS ON PROPOSED LANDSCAPING.
8. REFER TO C-111 - PHOTOMETRIC PLAN FOR DETAILS ON SITE LIGHTING.
5. REFER TO SHEET C-105, C-106, AND C-107 FOR ADDITIONAL DETAILS.
6. PLUMBING PLANS MUST BE SUBMITTED TO ST. VRAIN SANITATION DISTRICT FOR APPROVAL BEFORE INSTALLATION.
7. **STORAGE IS NOT ALLOWED IN DETENTION POND AREA.**
8. NO EXTERIOR MONUMENT BUSINESS SIGN IS ANTICIPATED AT THIS TIME.

PARKING SUMMARY	
STANDARD 9' x 18' STALLS	17
ADA 8' WIDE VAN STALL	1
TOTAL	18

[illegible]

4180 BUILDING
SITE PLAN AMENDMENT
4180 Busch Place
Lot 2, Block 2, Bear Industrial Park, Replat 1
Frederick, Weld County, Colorado

DRAWING NO.	REVISION
C-101	2



b.olsen@olsenperformance.com
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www.bakersteelerectors.com

1. REFER TO THE TOWN OF FREDERICK GENERAL GRADING NOTES ON SHEET C-105 - CIVIL DETAILS.
2. REFER TO THE LANDSCAPE PLANS FOR DETAILS ON PROPOSED LANDSCAPING.
3. REFER TO THE PHOTOMETRIC PLAN FOR DETAILS ON SITE LIGHTING.
4. REFER TO SHEET C-109 - DRAINAGE PLAN FOR DETENTION AND OUTLET DETAILS.

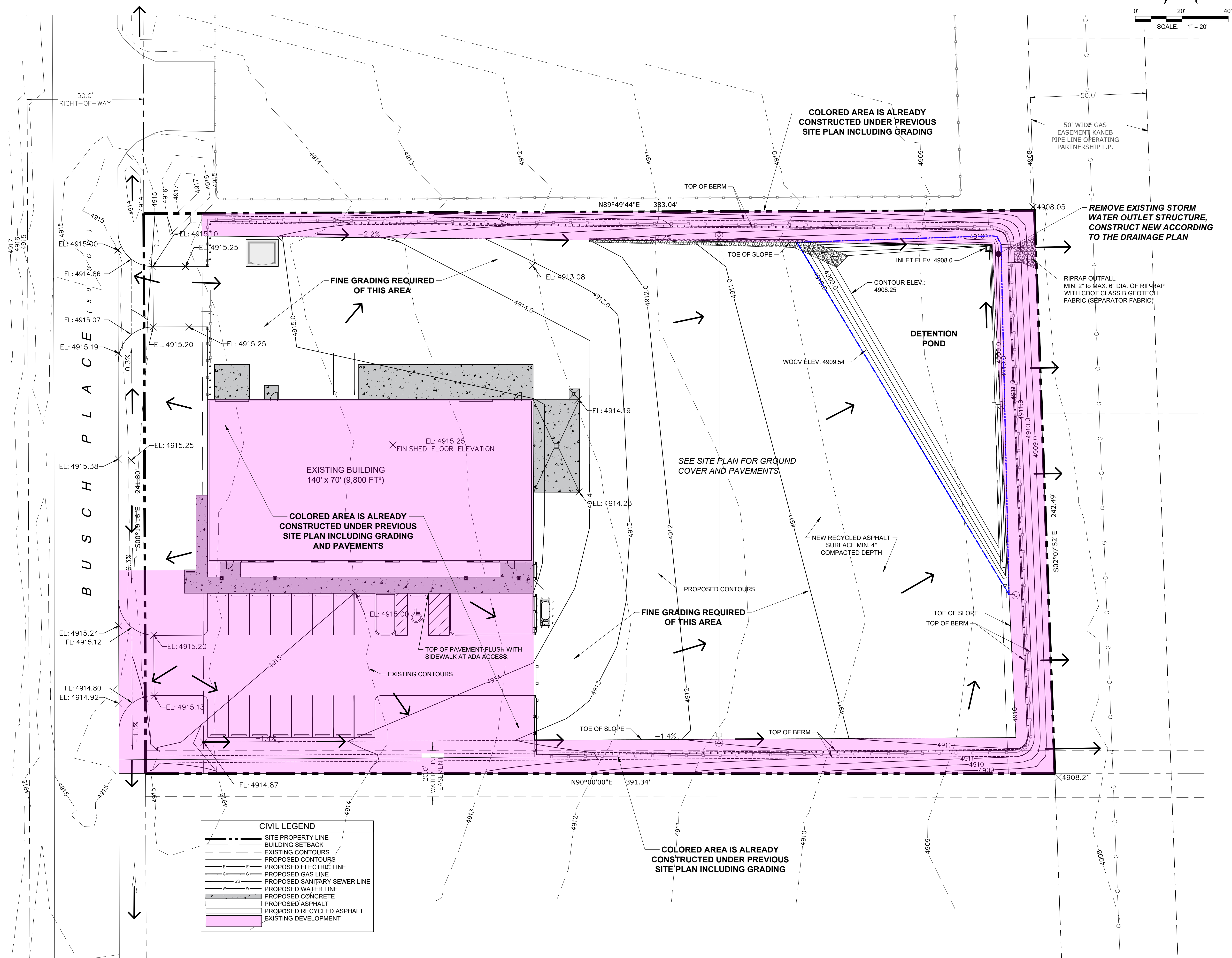
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PROJECT No.	OPT21-563
PRINTED DATE & TIME	12/1/2021 1:35 PM

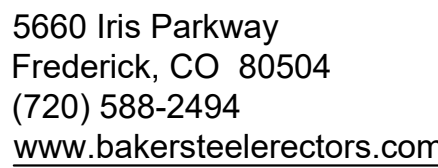
**4180 BUILDING
SITE PLAN AMENDMENT**
4180 Busch Place
Lot 2, Block 2, Bear Industrial Park, Replat 1
Frederick, Weld County, Colorado

GRADING PLAN

DRAWING NO.	REVISION
C-102	2



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1. THE UTILITIES SHOWN ON THIS PLAN ARE FROM ONLY A REPRESENTATION DERIVED FROM LOCATES AND ONSITE OBSERVATIONS. NOT ALL UTILITIES ARE SHOWN.
2. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL EXTENTS OF ANY EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK. UTILITIES SHALL BE EXPOSED FOR ACCURATE LOCATION.
3. CONTRACTOR WILL BE RESPONSIBLE FOR CALLING THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 A MINIMUM OF 2 WORKING DAYS PRIOR TO CONSTRUCTION.
4. REFER TO BUILDING PLUMBING PLANS FOR UTILITY CONTINUATIONS.
5. THE WORK SITE SHALL BE MAINTAINED IN A NEAT, CLEAN, HAZARD FREE, ORDERLY STATE THROUGHOUT CONSTRUCTION.
6. ROOF DOWNSPOUTS ARE TO BE EXTENDED TO THE PAVEMENT AND/OR CURB SECTIONS.
7. REFER TO THE LANDSCAPE PLANS FOR DETAILS ON PROPOSED LANDSCAPING.
8. REFER TO THE PHOTOMETRIC PLAN FOR DETAILS ON SITE LIGHTING.
5. REFER TO SHEET C-105, C-106, AND C-107 FOR ADDITIONAL DETAILS.
6. PLUMBING PLANS MUST BE SUBMITTED TO ST. VRAIN SANITATION DISTRICT FOR APPROVAL BEFORE INSTALLATION.
7. **STORAGE IS NOT ALLOWED IN DETENTION POND AREA.**
8. NO EXTERIOR MONUMENT BUSINESS SIGN IS ANTICIPATED AT THIS TIME.

PROJECT No.	OPT21-563
PRINTED DATE & TIME	12/1/2021 1:35 PM

UTILITY PLAN

2



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PRINTED DATE & TIME 12/1/2021 1:36 PM

4180 BUILDING SITE PLAN AMENDMENT

4180 Busch Place
Lot 2, Block 2, Bear Industrial Park, Replat 1
Frederick, Weld County, Colorado

DRAWING NO.	REVISION
-------------	----------

2

750 GALLONS
(MIN)

NOTES:

1. SECONDARY OUTLET COMPARTMENT HAS VOLUME EQUAL TO 1/3 OF TOTAL CAPACITY.
2. GREASE INTERCEPTOR SHALL BE SIZED BY DESIGN DIMENSIONS.
3. INTERCEPTORS TO BE SIZED BY DESIGN ENGINEER, SUBJECT TO DISTRICT APPROVAL.
4. GREASE INTERCEPTORS SHALL BE LOCATED ON PRIVATE PROPERTY AND SHALL BE EASILY ACCESSIBLE AT ALL TIMES, FOR MAINTENANCE AND INSPECTION.
5. INLET AND OUTLET SHALL HAVE SANITARY TEES, CLEAN Baffle MAY HAVE TEE OR ELBOW.
6. INTERIOR PIPING TO BE SCHEDULE 40 PVC WITH STAINLESS STEEL, ANCHORING STRAP TO PIPE & TO WALL.

Detail Number:

REVISÉ: 1/2017

1
C-107

* BURY 4"-6" IN GRAVEL AREAS
BURY 1/2"-1" IN LAWN AREAS;
LAMP HOLE CONES IN PAVED OR CONCRETE AREAS

FINISH GRADE

* (arrow pointing to the top of the riser pipe)

SCREW-ON WATER TIGHT PLUG

4" PVC RISER PIPE

4" 45° ELBOW

4" WYE BRANCH ON CONTINUOUS LINES

Flow (indicated by an arrow pointing left)

6" SIZE PLUMB (indicated by an arrow pointing to the main line)

NOTES:

1. CLEAUNOUT SHALL BE CONSTRUCTED SO THAT SURFACE LOAD WILL NOT BE TRANSFERRED TO MAIN
2. SERVICE LINE CLEAUNOUT MAY BE INSTALLED APPROXIMATELY 5 FEET OUTSIDE THE BUILDING FOUNDATION.
3. A CLEAUNOUT IS REQUIRED ON ALL SERVICE LINES EVERY 100 FEET, AT EVERY "Y" OR AFTER A COMBINED TOTAL 135 DEGREES OF BEND.

2 SEWER SERVICE CLEANOUT
C-107 NOT TO SCALE

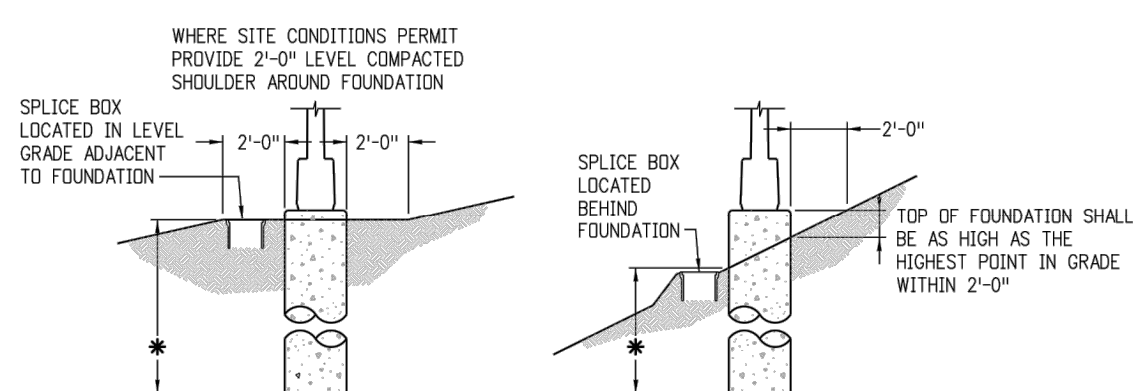
Detail Number

REVISÉ: 1/2017

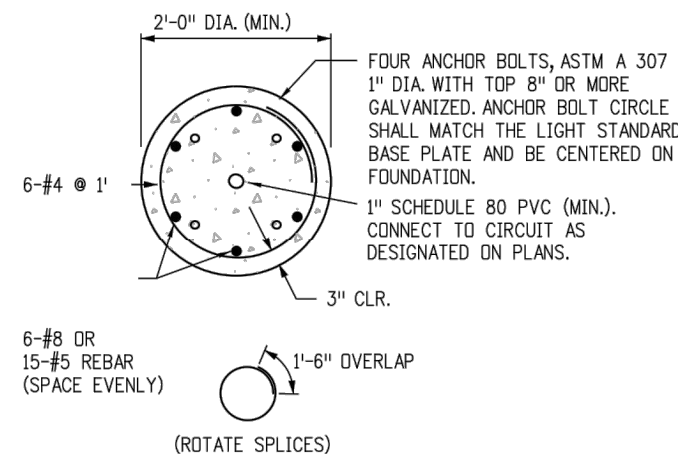
2. District shall refer to the St. Vrain Sanitation District in these notes.
3. District's acceptance of these plans is valid for one year.
4. All materials and construction shall conform to the District standards.
5. Contractor to verify locations and elevations of existing utilities prior to commencing any construction.
6. The contractor shall notify the District a minimum of 48 hours and a maximum of 96 hours prior to starting construction or prior to resuming construction after a break.
7. Sanitary sewer shall be polyvinyl chloride (PVC) pipe, ASTM D3034-SDR35 or as indicated on the plans.
8. All concrete shall be minimum 4000 psi at 28 day strength.
9. Maintain a minimum of 10 foot horizontal separation outside diameter to outside diameter between water lines and all sewer lines and manholes.
10. All sewer mains crossing water mains with less than 18 inches of separation shall be encased in concrete.
11. Right of way encasement shall be installed and should not be taken as find. All manholes shall be found adjacent after paving such that the rim is $\frac{3}{4}$ to $\frac{1}{2}$ inch below finished asphalt. Manholes in unpaved areas shall be set so that the rim is 0.5' above finished grade.
11. Invert data shall be collected by a licensed surveyor on each pipe invert in a manhole. Center of manhole surveying is not acceptable for slope calculations. Record drawings (subsults) must demonstrate conformance to District standards.
12. Contractor shall have a set of approved plans on site at all times. The contractor shall be responsible for recording actual record drawing dimensions and distances as well as service locations on these plans and submitting them to the engineer for preparation of record drawings. These drawings shall be kept current at all times.
13. Before any construction commences, a plug shall be installed to prevent drainage through the new sewer line from entering the existing sewer line. This plug will be installed in the manhole, which connects new work with the existing and not be removed until initial acceptance.
14. Underdrains, if installed, are the responsibility of the developer. District assumes no liability for any portion of or any damage caused by underdrains. Absolutely no part of an underdrain system, including clean outs, shall be installed inside of sanitary sewer manholes. If underdrains shall be installed below the sanitary sewer and offset to the side. Pipe material shall be different color than sanitary sewer.
15. No service laterals smaller than 8 inch in diameter shall enter manholes.
16. Service crossings of curb shall be marked with a cut "S" in curb face. Paint is not acceptable. Service shall be extended into the lot a minimum of 10 feet.
17. Contractor shall mark the end of all sewer services with a 2" x 4" board with minimum of four (4) feet above grade, painted green.
18. All pipes shall have squeals (COTD #9 bedding) unless otherwise shown or the District may approve an alternate bedding in special cases.
19. Cut off walls will be installed 10' down stream of each manhole where the Subdivision line connects to the existing sanitary sewer main line.
20. The warranty bond shall be in the amount of \$5,000.00 or 15% of the total cost of the sewer, whichever is greater.
21. Prior to approval, all sanitary sewer pipes shall be pressure-tested per ASTM C924. All manholes shall be vacuum-tested per UNI-B-98.
22. Prior to removal of plugs at manholes, pipe shall be jet-cleaned and vacuumed to remove debris and videoed. Notice shall be given to the District Inspector one (1) week prior to cleaning. Inspector must be present during the operation. Once approval has been given by inspector, plugs may only be removed after District acceptance by the District.
23. The first recorded plat and recorded address plot shall be provided to the District for initial acceptance.
24. Twenty (20) months after construction and prior to the expiration of warranty, the developer shall camera/video the sanitary sewer lines and provide a DVD to the District for review.

REVISÉ 1/2017

Z:\Team Site - Projects\OPT18-258_R&T_Building_BB\Civil\OPT18-258_SITE_Civil_Rwd.dwg



FOUNDATION REQUIREMENTS FOR STEEP SLOPES



TYPICAL FOUNDATION SECTION

NOTES:

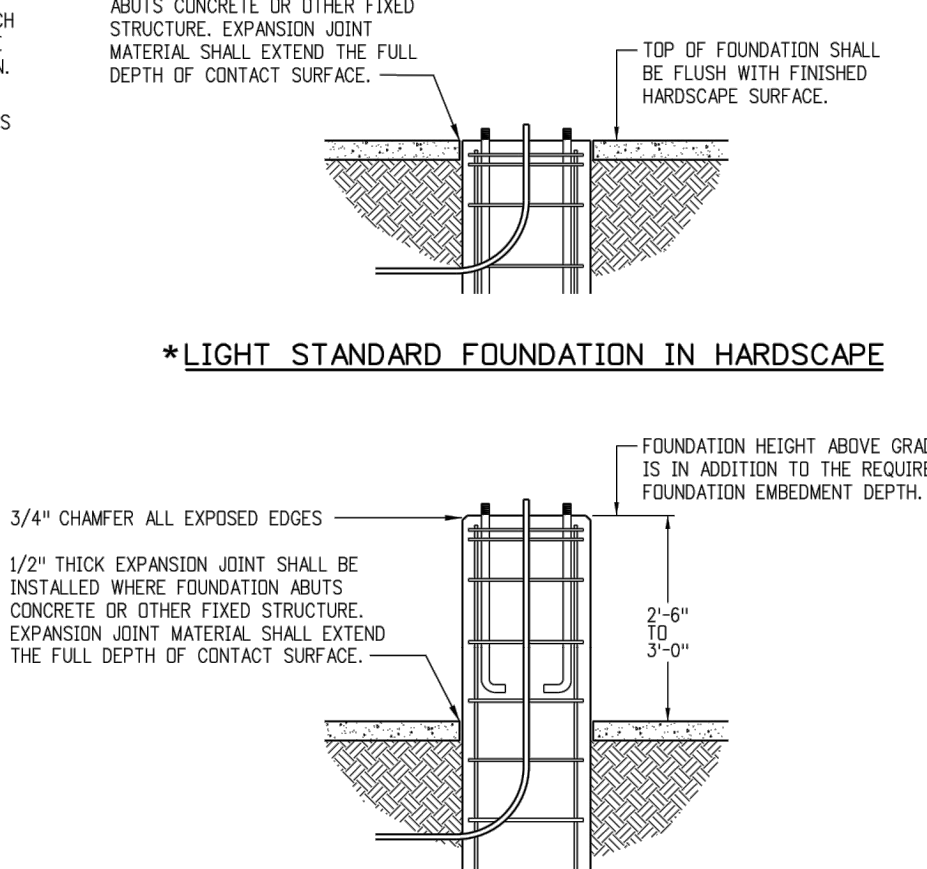
- DIMENSIONS FOR THE TRANSFORMER BASE, ANCHOR BASE AND ANCHOR BOLTS ARE VARIABLE FOR THE HEIGHT OF THE LIGHT STANDARD AND THE MAST ARM CONFIGURATION. ALL COMPONENTS SHALL FIT AND ACCOMMODATE THE REQUIREMENTS OF THE LIGHT STANDARD SUPPLIED.
- CONCRETE SHALL BE CLASS 'B' AND SHALL CONFORM TO SECTION 601 FOR CONCRETE AND SECTION 602 FOR REINFORCING STEEL.
- WHERE LIGHT STANDARD FOUNDATION OCCUR IN HARDSCAPE AREAS, WHERE AN EXPOSED FOUNDATION COULD CREATE A TRIPPING HAZARD, THE TOP OF FOUNDATION SHALL BE FLUSH TO THE FINISHED SURFACE TO MEET A.D.A. REQUIREMENTS. WHERE EXPOSED LIGHT STANDARD FOUNDATION COMPLIES WITH A.D.A. REQUIREMENTS, FOUNDATION SHALL BE INSTALLED 2 INCHES ABOVE HARDSCAPE WITH CDOT APPROVAL.
- BOND (1) #4 STRANDED/INSULATED COPPER TO GROUND ROD IN PULL BOX / SPLICE BOX AND GROUNDING LUG IN POLE BASE HAND HOLE.
- PROVIDE 4-TERMINAL SUBMERSIBLE UNDERGROUND RATED LUG CONNECTIONS TO FIT #12 AWG - #350 AWG COPPER WIRE.
- ALL PVC CONDUIT ENDS SHALL HAVE END BELLS OR MALE ADAPTOR, THREADED TERMINAL ENDS WITH SCREW ON BUSHING.
- FOUNDATION DIMENSIONS PER FOUNDATION SCHEDULE BELOW. LIGHT STANDARDS HIGHER THAN 50 FEET OR WITH MULTIPLE LUMINAIRES, BANNERS, VARYING SOIL OR WIND CONDITIONS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF COLORADO AND SHALL BE SHOWN ON THE PLANS.

POLE HEIGHT	FOUNDATION DEPTH	FOUNDATION DIAMETER
< 20'	6'-0"	24"
20' - < 40'	7'-0"	24"
40' - < 50'	11'-0"	24"
> 50'	P.S.E.	P.S.E.

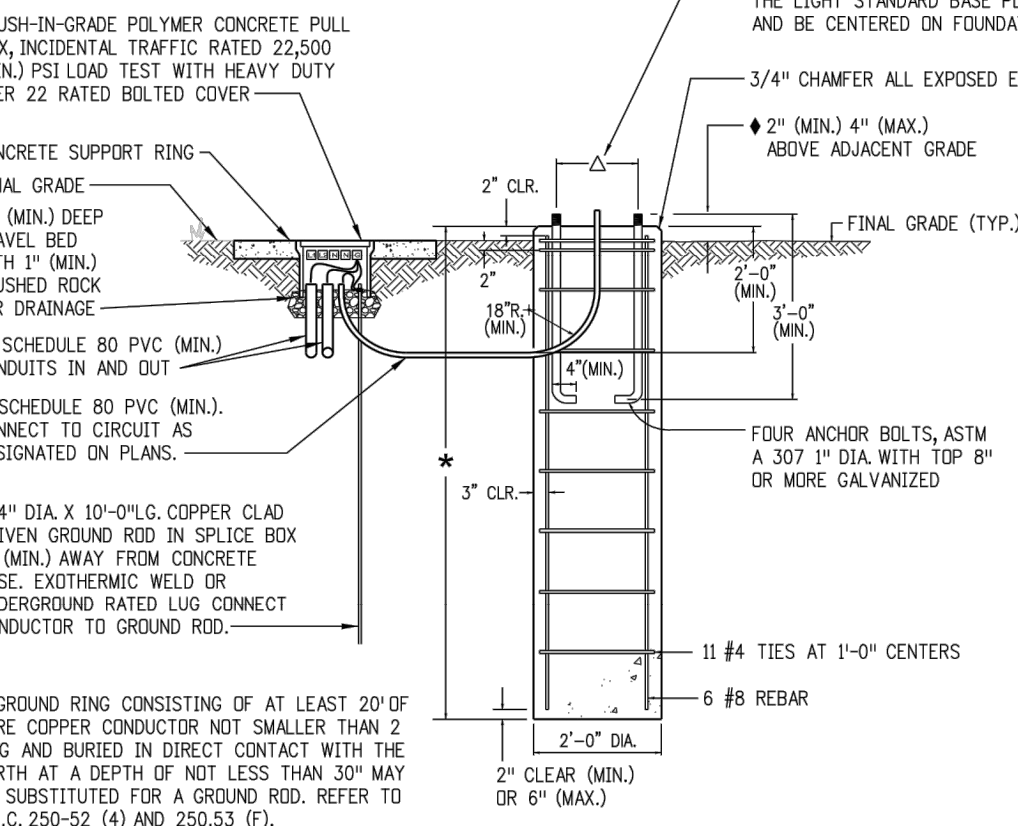
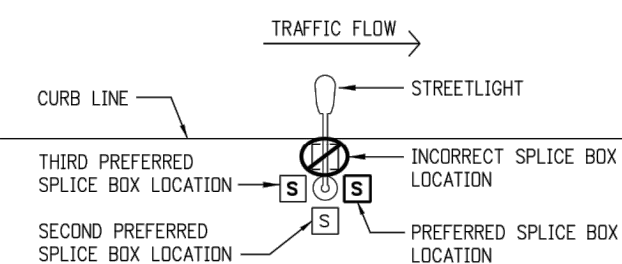
P.S.E. (PER STRUCTURAL ENGINEER)
LIGHT STANDARD FOUNDATION DEPTH IS BASED ON A MAXIMUM POLE HEIGHT OF 50 FEET IN STIFF CLAY WITH N > 8, OR MEDIUM SAND WITH N > 15, AS DETERMINED BY ASTM D 1586 STANDARD PENETRATION TEST.

1/2" THICK EXPANSION JOINT SHALL BE INSTALLED WHERE FOUNDATION ABUTS CONCRETE OR OTHER FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

*LIGHT STANDARD FOUNDATION IN HARDSCAPE



TYPICAL STREET LIGHT SPLICE BOX PLACEMENT



TYPICAL CONCRETE LIGHT STANDARD FOUNDATION

LIGHT STANDARD FOUNDATION SHALL BE PRE-CAST OR CAST-IN-PLACE CONCRETE. A COMPLETE FOUNDATION INCLUDES THE CLASS 'B' CONCRETE, REINFORCING STEEL, PVC STUB OUTS, GROUND ROD, ANCHOR BOLTS AND CONNECTOR BOLTS (FOR BREAKAWAY TYPE TRANSFORMER BASES).

LIGHT STANDARD FOUNDATION IN PARKING LOT

WHERE LIGHT STANDARD FOUNDATIONS OCCUR IN OR AROUND PARKING AREAS AND ARE LOCATED LESS THAN 2'-0" BEHIND CURB, OR WHERE UNPROTECTED BY CURBS, THE FOUNDATION SHOULD BE EXTENDED VERTICALLY 2'-6" (MIN.) TO PROTECT THE LIGHT STANDARD FROM DAMAGE AND/OR KNOCK-DOWN DUE TO VEHICLE CONTACT.

Computer File Information	
Creation Date:	07/31/19
Created By:	Clanton
Last Modification Date:	
Last Modified By:	CLANTON AND ASSOCIATES, INC.
CAD Ver:	MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions	
Date:	Comments
11/22/2019	FOUNDATION SOIL

Colorado Department of Transportation
2829 W. Howard Pl.
Denver, CO 80204
Phone: 303-757-9654
Fax: 303-757-9219
Traffic & Safety Engineering MKB

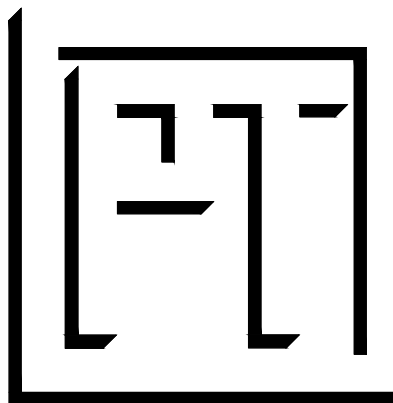
ROADWAY LIGHTING

Issued By: Traffic & Safety Engineering Branch July 31, 2019

STANDARD PLAN NO.	
S-613-1	
Sheet No. 3 of 8	
Project Sheet Numbers:	



1 LPG FILL STATION EXAMPLE PHOTOGRAPH
C-108 NOT TO SCALE



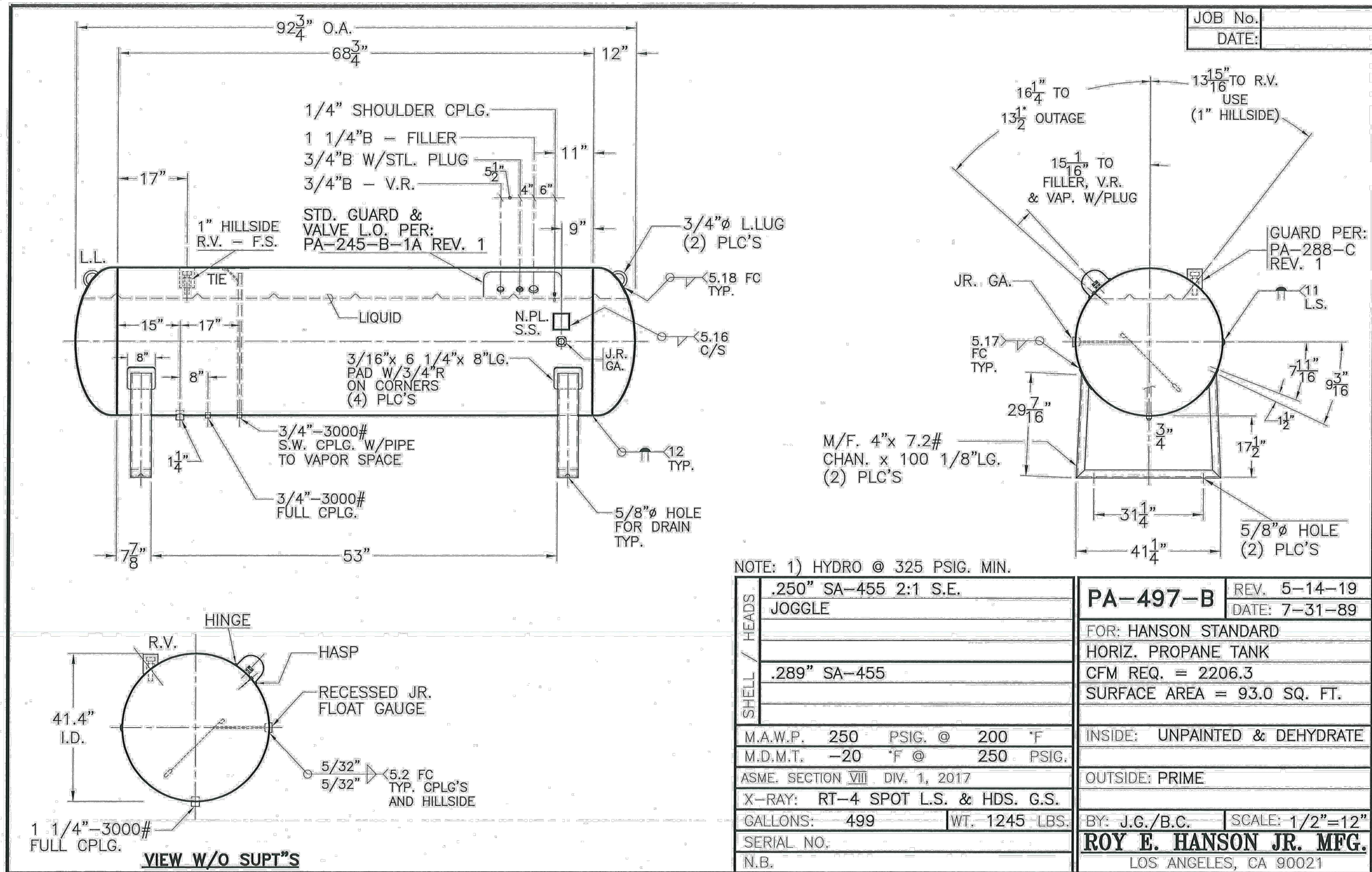
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5660 Iris Parkway
Frederick, CO 80504
(720) 588-2494
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DRAWING NOTES:

2 TYPICAL LIGHT POLE FOUNDATION DETAILS
C-108 NOT TO SCALE



Revision Schedule		
No.	Description	Date
1	ISSUED FOR SITE PLAN AMENDMENT NO. 1	10/15/21
2	ISSUED FOR SITE PLAN AMENDMENT NO. 2	12/01/21
PROJECT No. OPT21-563		
PRINTED DATE & TIME 12/1/2021 1:36 PM		
4180 BUILDING SITE PLAN AMENDMENT 4180 Busch Place Lot 2, Block 2, Bear Industrial Park, Replat 1 Frederick, Weld County, Colorado		
CIVIL DETAILS		
DRAWING NO. C-108		REVISION 2



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

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

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MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
JANUARY 20, 2022
6:00 PM

CALL TO ORDER: At 6:05 p.m. Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Vice Chair TeVelde, Commissioner Conroy, and Commissioner Scott.
 - Commissioner Stark joined the meeting at 6:11 P.M.
- Staff: Planner Ali van Deutekom, Planner Maureen Welsh, and Deputy Town Clerk Taylor Kittilson.

APPROVAL OF AGENDA: There were no changes to the agenda as presented.

APPROVAL OF DECEMBER 16, 2021 MINUTES: Motion by Commissioner Conroy and seconded by Vice Chair TeVelde to approve the December 16, 2021 Minutes. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF 3 MILE PLAN:

Planner Ali van Deutekom presented the proposed plan.

At 6:11 Chairperson Moe opened the public hearing.

At 6:12 Chairperson Moe closed the public hearing.

Motioned by Commissioner Scott and seconded by Vice Chair TeVelde to approve PCR-2022-01A. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF BEAR INDUSTRIAL REPLAT 1 BLOCK 2 LOT 2 CONDITIONAL USE FOR CRUISE AMAERICA:

Planner Maureen Welsh presented the proposed conditional use.

The applicant, Callan Miller (5660 Iris Parkway, Frederick, CO, 80504) was present and addressed the commission.

At 6:26 Chairperson Moe opened the public hearing.

At 6:27 Chairperson Moe closed the public hearing.

Built on What Matters.

Motioned by Vice Chair TeVelde and seconded by Commissioner Stark to approve PCR-2022-02A. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF AN EMERGENCY ORDINANCE RELATED TO THE COMPREHENSIVE PLAN:

Planner Ali van Deutekom presented the proposed ordinance.

The applicant, Christine Francescani (1801 California Street, Suite 2600, Denver, CO 80202) was present and addressed the commission with a short presentation.

Motioned Commissioner Conroy and seconded by Commissioner Stark to approve PCR-2022-04A. Upon roll call vote, motion passed unanimously.

CONSIDERATION OF CLEARVIEW VILLAGES:

Planner Ali van Deutekom presented the proposed.

Planner Ali van Deutekom read a letter of opposition that was received from a neighbor.

The applicant, Jennifer Carpenter with LAI Design Group (88 Inverness Circle E, Building J, Suite 101, Englewood, CO) was present and addressed the commission with a short presentation.

The developer, Louis Conrad (9075 Gaylord Street, Houston, TX, 77024) was present and addressed the commission.

Motioned by Commissioner Conroy and seconded by Vice Chair TeVelde to approve PCR-2022-03A. Upon roll call vote, motion passed unanimously.

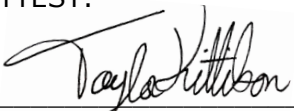
OTHER BUSINESS:

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 7:18 PM.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:



Taylor Kittilson, Deputy Town Clerk

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Recommending Approval of the Bear Industrial Replat 1 Block 2 Lot 2 Conditional Use

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the Bear Industrial Replat 1 Block 2 Lot 2 Conditional Use has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public meeting held January 20, 2022.
- 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 Said application conforms with the applicable requirements of Section 4.9.4 of the Frederick Land Use Code.

- 2.1 A public hearing was held and the public was able to provide testimony.
- 2.2 The Planning Commission recommendation is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

This resolution approved this 20th day of January, 2022 by a vote of 5 to 0.

Tracy Moe, Chairperson, Planning Commission

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-11**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
APPROVING A SETTLEMENT AGREEMENT**

WHEREAS, the Town of Frederick, Colorado was involved in litigation in Case No. 2019CV30622 concerning development requirements for Fox Chase; and,

WHEREAS, the Town of Frederick and Fox Chase mediated the matter on November 9, 2021; and,

WHEREAS, the Town Board has directed staff to finalize a settlement agreement pursuant to the terms approved on November 9, 2021; and,

WHEREAS, the Parties have finalized a settlement agreement.

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

- 1) The SETTLEMENT AGREEMENT AND RELEASE attached hereto as Exhibit A is hereby approved.
- 2) The Mayor is authorized to execute the agreement and any necessary amendments to the “Fox Chase Subdivision Filing 2 Memorandum of Agreement for Public Improvements” dated January 4, 2019 that are contemplated within the Settlement Agreement and Release.
- 3) Town staff is directed to file and/or any required documents to effectuate the Settlement Agreement and Release.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 25th DAY OF JANUARY, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, MMC, Town Clerk

By _____
Tracie Crites, Mayor

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Settlement Agreement**”) is entered into this ___th day of November 2021 (“**Effective Date**”), by and between the Town of Frederick, Colorado, a Colorado municipality (“**Frederick**”), and Fox Chase, Inc. (“**Fox Chase**”). Frederick and Fox Chase are each sometimes referred to singly as a “**Party**” and sometimes are referred to collectively as the “**Parties**.”

RECITALS

A. Frederick and Fox Chase are involved in a dispute concerning the subdivision approval and infrastructure development for Fox Chase Subdivision Filing No. 2 (the “**Subdivision**”). The dispute is the subject of litigation filed in Weld County District Court under Case No. 2019CV30622 (the “**District Court Action**”).

B. Frederick approved the Subdivision, which included Fox Chase’s dedication of a 75’ right of way for the future extension of Weld County Road 16.5 (“**WCR 16.5E**”) and the construction of a private gravel road access from Weld County Road 5 to the proposed subdivision (“**WCR 16.5W**”). As part of the subdivision approval process, the parties also entered into and recorded a Memorandum of Understanding for Public Improvements dated January 4, 2019 (the “**Fox Chase MOAPI**”). One term of the Fox Chase MOAPI required that Fox Chase provide a monetary pre-payment for the future construction costs for WCR 16.5E.

C. Frederick initiated the District Court Action seeking to stop the construction of WCR 16.5W and inspect Fox Chase’s road construction. Fox Chase brought a number of counterclaims asserting takings claims and civil rights violations, breaches of contract and covenants and for declaratory relief. Frederick also revised its claims to claim breaches of contract. By various orders of Court, the parties claims were dismissed or removed from the District Court Action until only one breach of contract claim by Frederick and two takings and civil rights claims by Fox Chase remained to be resolved at a trial that set to commence on November 15, 2021.

D. On November 9, 2021, the parties participated in a mediation and successfully came to a resolution of their disputes. A Memorandum of Understanding of Settlement (“**MOU**”) was executed upon conclusion of the mediation by the Parties. A copy of that MOU is appended to this Agreement as Exhibit A.

E. On November 15, 2021, the Court vacated the trial and dismissed the District Court Action.

F. The Parties wish to avoid the expense and uncertainty of further litigation without any admission of liability or wrongdoing and are willing to resolve the District Court Action under the terms of the MOU and this Settlement Agreement.

AGREEMENT

IN CONSIDERATION of the mutual and unilateral covenants, obligations, promises, and warranties contained within this Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Settlement Agreement.

2. Elimination of Fox Chase's construction cost deposit under the Fox Chase MOAPI. Frederick agrees to modify the Fox Chase MOAPI by removing the \$523,386 construction cost payment requirement and associated language from Exhibit F to that document. Except for fees related to any future development of Fox Chase's property by Fox Chase and only to the extent such fees are required or authorized by Town of Frederick ordinances, Frederick further agrees to not seek any further payment from Fox Chase towards the future extension of WCR 16.5E. Since the Fox Chase MOAPI was part of the subdivision approval process, the modification of the Fox Chase MOAPI must be approved in a public meeting by its Board of Trustees. Frederick agrees to address the Fox Chase MOAPI at the next regularly scheduled Board of Trustee meeting following execution of this Agreement by Fox Chase. Once that occurs, the Town will void the executed Promissory Note previously provided by Fox Chase and will execute and record releases of all deeds of trust that secure the Promissory Note within thirty days.

3. Attorneys' Fees Payment. Frederick, through its insurer, will issue a check to Fox Chase's counsel for \$157,500 to resolve Fox Chase's pursuit of prevailing party attorneys' fees claims against Frederick. Frederick's insurer will issue a 1099 form reflecting this payment.

4. No modification to the Subdivision. The Parties agree that no modifications to the Fox Chase Filing No. 2 Final Plat will occur as a result of this settlement. The Parties intend that Fox Chase's prior dedication of WCR 16.5E to Frederick will remain intact and in place, with no further obligations, financial or otherwise, from Fox Chase related to the dedication or construction of WCR 16.5E as contemplated by the MOAPI or subdivision.

5. Payment of Mediation Fees. Frederick agrees to pay for all of the mediation fees charged by the Judicial Arbiter Group for the November 9, 2021 mediation.

6. Release by Fox Chase. Except for any claims, causes of action or demands based on or arising from Frederick's obligations under this Settlement Agreement, Fox Chase, for itself and for all of its respective principals, managers, directors, successors, employees, agents, assigns, and members, hereby release Frederick, as well as all of its officials, employees, departments, divisions, employees, officials, agents, insurers and attorneys of each such entity from any and all claims, causes of action, liabilities, expenses or damages asserted in the District Court Action, and which Fox Chase did, may have, or could have asserted up to the present against Frederick in the District Court Action or any other proceeding related to the Subdivision; provided, however, that this release is not intended to release, and shall not be construed to release, any obligations, or any claims

arising out of future actions by Frederick.

7. Release by Frederick. Except for any claims, causes of action or demands based on or arising from Fox Chase's obligations under this Settlement Agreement, Frederick, for itself and for its officials, employees, departments, divisions, officials, agents, insurers and attorneys hereby releases Fox Chase, inclusive of all of its respective principals, managers, directors, successors, employees, agents, and members, from any and all claims, causes of action, liabilities, expenses or damages it asserted in the District Court Action, and which Frederick did, may have, or could have asserted up to the present against Fox Chase in the District Court Action or any other proceeding and related to its construction of road and public improvements related to the Subdivision; provided, however, that this release is not intended to release, and shall not be construed to release, any obligations, or any claims arising out of future actions by Fox Chase or ongoing obligations, guarantees or warranties under the Fox Chase MOAPI as revised, or the Subdivision, not otherwise asserted in the District Court Action or resolved by this Agreement. This release does not release Fox Chase or its successors in interest from paying the Town for fees and costs associated with the individual lot development process, such as generally applicable impact fees or building permit fees. All other future obligations of the Town and Fox Chase in the MOAPI, not otherwise resolved by the District Court Action, remain.

8. Covenant Not to Sue. Each Party further agrees and covenants that, other than in the District Court Action, no other suits exist containing the claims asserted in the District Court Action and each Party agrees that it will not sue upon or reassert any of the claims asserted in the District Court Action of any type or kind, at law or in equity, whether before a court of law or an administrative agency.

9. Further Intent and Understanding. Each Party understands and acknowledges that no promise or inducement was offered except as expressly set forth herein; that this Settlement Agreement is executed without any reliance on any statement or representation by any person or Party released, or by their officers, employees, representatives or attorneys concerning the nature or extent of any legal liability for any such matter; that the Party and all representatives of the Party are of lawful age, legally competent, and duly authorized to execute this Settlement Agreement, and that the Party accepts full responsibility for the consequences of execution of this Settlement Agreement. No Party shall, under any circumstances, seek to reopen and present any prior, new, or further claim against any Party that was released herein.

10. Sole Owner of Claims. Each Party hereby represents that it is the sole owner of all claims released herein, and that such Party has made no assignment or transfer of any claim released herein to any third party. Each Party hereby agrees to defend and hold the non-assigning party harmless against any claim of any purported assignee of any claim released herein that may hereafter be asserted.

11. Open Records Law and Other Releases Provided by Law. Fox Chase understands and agrees that, upon a valid request made pursuant to applicable public disclosure laws, including, without limitation, the provisions of C.R.S. § 24-72-101, *et seq.* (the "**Colorado Open Records**

Act”), all as presently or subsequently amended, Frederick may be obligated to provide a requesting person a copy of this Settlement Agreement.

12. No Admission of Liability. Except as otherwise provided herein, each Party, by entering into this Settlement Agreement, does not admit any impropriety, wrongdoing or liability of any kind whatsoever in relation to the claims made in the District Court Action, as the Parties are entering into this Settlement Agreement to compromise and resolve the claims in the District Court Action. The Parties agree that this Settlement Agreement does not constitute evidence of, or an admission of any liability, omission, or wrongdoing of any kind by any Party. This Settlement Agreement shall not be offered or received into evidence or otherwise filed or lodged in any proceeding against any Party except as may be necessary to prove and enforce its terms.

13. Integration. The Parties understand, acknowledge and agree that this Settlement Agreement constitutes the entire agreement of the Parties regarding the subject matter and transactions referred to herein, and that the terms of this Settlement Agreement are contractual in nature and not mere recitals. As such, the Parties understand, acknowledge and agree that this Settlement Agreement is fully integrated and supersedes all previous oral or written agreements of the Parties, including the MOU.

14. Binding Effect. This Settlement Agreement shall inure to the benefit of, and be binding upon, all of the successors, assigns, and transferees of the Parties. By signing this Settlement Agreement, each party acknowledges that the person(s) signing on its behalf have the appropriate corporate or legal authority to enter into the obligations stated in this Settlement Agreement. Frederick’s formal approval of this Settlement Agreement will occur at a public Board of Trustees’ meeting and will precede its execution of this document.

15. Governing Law Forum. This Settlement Agreement is entered into in the State of Colorado and shall be governed by the laws of the State of Colorado. Any action arising out of or in connection with this Settlement Agreement will be brought in Weld County District Court, which court will have exclusive jurisdiction over any such action, and each of the Parties hereby consents to the personal and subject matter jurisdiction of, and waives any objection to venue in, such court.

16. Headings. The headings used in this Settlement Agreement are used only for the convenience of the Parties. As such, these headings shall not possess any legal effect whatsoever or in any other way alter or modify the meaning or interpretation of this Settlement Agreement.

17. Additional Assurances. This Settlement Agreement is intended to be self-operative. Notwithstanding the foregoing, the Parties agree that, at the reasonable request of the other Party, they shall execute any further documents or instruments reasonably necessary to effectuate the transactions contemplated by this Settlement Agreement.

18. Severability. If any provision of this Settlement Agreement should be declared unenforceable, then the remainder of this Settlement Agreement shall continue to be binding upon the Parties to the extent not manifestly inequitable to the Parties under the facts and circumstances

then pertaining.

19. Execution in Counterparts, by Facsimile or Electronically. This Settlement Agreement may be executed in counterparts or with signatures obtained via facsimile or other electronic transmission, each of which shall have full force and effect upon execution by all Parties to this Settlement Agreement.

20. Warranties. The Parties expressly warrant that they have carefully and completely read the terms of this Settlement Agreement and Release. The Parties expressly warrant that they were afforded the opportunity to consult with counsel prior to executing this Settlement Agreement, that they fully understand the terms of this Settlement Agreement, and that they enter into this Settlement Agreement knowingly and voluntarily, and without coercion, duress or undue influence. The Parties expressly acknowledge that they believe the terms of this Settlement Agreement are appropriate to reach a full and final settlement of the District Court Action. Except as otherwise provided herein, the Parties expressly understand and agree that the signing of this Settlement Agreement shall be forever binding, and no rescission, modification or release of the Parties from the terms of this Settlement Agreement will be made for mistake or any other reasons. The Parties represent that they are legally competent to execute this Settlement Agreement and accept full responsibility and assume the risk of any mistake of fact as to any damages, losses, or injuries that are released herein.

21. Amendment. This Settlement Agreement may not be amended except in writing setting forth such amendment and executed by all Parties.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

TOWN OF FREDERICK

FOX CHASE

Approved by the Town of Frederick
on _____, 2021.

BY: _____

ITS: _____

BY: _____

ITS: _____

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BERG HILL GREENLEAF RUSCITTI LLP

COAN, PAYTON & PAYNE, LLC

s/

s/

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AND

Attorney for Fox Chase

MARSH LAW, P.C.

s/

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