



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, July 9, 2024

7:00 PM

Work Session 5:30 PM

**Agenda
Regular Meeting 7:00 PM**

Work Session

- A. No Name Creek Neighborhood Meeting - 5:30 pm - 6:30 pm
- Location: Bella Rosa Golf Course (5830 Bella Rosa Parkway)

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

Public Comment

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

Staff Reports

- B. Administrative Report -
Bryan Ostler, Town Manager

Consent Agenda

- C. List of Bills -
Kurtis Adams, Finance Director
- D. Approval of June 11, 2024, Meeting Minutes

- E. Resolution 24-R-44 Weld County Jail Services IGA Update -
Emily Nitcher, Deputy Town Clerk

Action Agenda

- F. Resolution 24-R-45 CWCWD 30" Water Line Easement -
Sarah Watson, Engineer
- G. Resolution 24-R-47 Consideration of the Third Amendment to the Carriage
Hills Filing 1 MOAPI -
Jason Berg, Engineer
- H. Resolution 24-R-48 First Amendment to the Public Finance Agreement for
Silverstone Marketplace -
Sarah Watson, Engineer

Mayor and Trustee Reports

Adjournment



Town of Frederick

Admin Report 7.09.24

Upcoming Board of Trustees Work Sessions:

The following is the schedule for upcoming meetings, though topics are subject to be changed or rescheduled:

- July 9, 2024 – Regular Meeting
 - July 16, 2024 – Work Session (Cancelled)
 - July 23, 2024 – Regular Meeting
 - July 30, 2024 – Work Session (Cancelled)
-



Effective, Efficient & Strategic Government Operations

- The PROST Commission met on June 12th and held their annual parks and open space tour. This annual tour is meant to visit, in-person, park and open space sites that are planned for improvements in the next 1-2 years. This year's locations included Bella Rosa's clubhouse and maintenance facility, sites in No-Name Creek, the west regional park and open space and Centennial Park.
- Communications staff have begun a PMP Boot Camp course.



Community and Economic Vitality

- Women's Fun Night was hosted at Bella Rosa on June 12th. There were 40 participants who enjoyed 9-holes with a fun Hawaiian luau format and had cocktails and appetizers after play.
- The Neuworks Mechanical Corporation, based in Fort Collins, hosted their 5th annual Employee Scramble Tournament on June 14th. There were 70 participants who played golf and had lunch at Bella Rosa.
- Couples Night Out was hosted on June 21st. There were 40 participants who enjoyed 9-holes with cocktails and appetizers after play.
- The first Glow-Ball tournament of 2024 was hosted on June 22nd. There were 72 participants who played 9-holes with the golf course lit up with LED lights.

Built on What Matters.

- Communications staff assisted with collaboration for the recent Brigit's Village groundbreaking.
- The following is a list of all active development applications currently under review by the Town's Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies.

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Bear Industrial Business Park, Replat 4, Lot 12A (1/2/24)	4109 Bruin Boulevard	Proposed warehouse and office building with an outdoor storage component.	Site Plan
Brunemeier Annexation (4/4/22)	Southwest Corner of County Road 16 and County Road 17	Proposed "Wheatlands" subdivision. Single-family attached and detached residential development.	Preliminary Plat; Preliminary Development Plan
Clearview Villages (10/31/23)	Southwest corner of Godding Hollow and Silver Birch	Water demand analysis for the subdivision.	Water Demand Analysis
CWCWD 30" Waterline Easement (9/29/22)	Between Tipple Parkway and Highway 52 from Colorado Boulevard to Wheatland Boulevard.	30" waterline easement proposed.	
Dreamers Ridge Phase 1 (6/18/24)	8223 County Road 5	Proposed amendments to an approved well pad site to add two pump jacks, electrical equipment and fencing.	Site Plan Amendment
Dreamers Ridge Phase 1, Replat A (7/3/23)	Southwest Corner of Godding Hollow and Colorado 5.	Proposed new tracts B, C and a new Lot 1. Lot 1 proposed as a 70-acre residential estate lot.	Minor Subdivision
Eagle Business Park Filing 4B, Lot 1 (4/29/24)	4881 Eagle Boulevard	Proposed industrial building with office and warehouse space.	Site Plan
Frederick West Business Center, Filing 2., Block 2, Lot 6 (1/2/24)	7701 Miller Drive	Proposed building addition to the west side of the existing building.	Site Plan Amendment
Indian Peaks Filing 10, Block 5, Lot 2 (4/15/24)	8426 Kosmerl Place	Proposed addition of six parking spaces.	Site Plan Amendment
Indian Peaks, Filing 12, Lot 1 (7/17/23)	8123 Indian Peaks Avenue	Proposed replacement of aboveground extended detention basin with an underground detention facility and the modification of right-of-way landscaping with a waterwise design.	Site Plan Amendment

Johnson Farms / Spindle Hill Energy Minor (8/9/23)	Northwest Corner of Highway 52 and Wheatland Boulevard	Proposed “Columbine Heights” subdivision. Single- family detached residential community.	Preliminary Development Plan; Preliminary Plat
Meadowlark Business Park, Block 1, Lot 1 (4/22/24)	5964 Iris Parkway	Proposed 10,000 sf expansion to the existing building.	Site Plan Amendment
Meadowlark Business Park, Replat A, Block 1, Lot 2 (8/21/23)	5978 Iris Parkway	Proposed industrial building as phase 1. Phase 2 to include outdoor storage. Phase 3 to include the replacement of the outdoor storage area with a building addition and additional parking.	Site Plan
Miners Park Town Centre (3/6/23)	Northeast Corner of Colorado Boulevard and Highway 52.	Proposed mixed-use residential and commercial development.	Final Plat; Planned Unit Development
Miner’s Village, Filing 1 (1/18/2022)	Southwest Corner of Tipple Parkway and William Bailey Avenue	Proposed “Silverstone Filing 7” subdivision. Single-family residential development.	Preliminary Plat, Preliminary Development Plan
No Name Creek Estates, Filing 1, Replat C, Block 14, Lot 1-3 (11/27/23)	Eastern part of No Name Creek	Water demand analysis for the three lots listed.	Water Demand Analysis
Park n Ride Annexation (12/26/23)	Northwest corner of I-25 and Highway 52	Proposed QuikTrip gas station.	MOAPI Amendment; Site Plan; Variance
Penrose (5/13/24)	Southwest corner of Ridgeway Boulevard and Highway 52.	Proposed Metropolitan District.	Metro District
Prosperity (12/8/23)	Southeast of Tipple Parkway and Ridgeway Boulevard	Water demand analysis for the subdivision	Water Demand Analysis
Raspberry Hill Business Park Lot 15 (12/15/23)	8360 Raspberry Way	Proposed industrial building with office and warehouse space.	Site Plan
Savannah, Outlot A and B (5/13/24)	Southwest corner of Ridgeway Boulevard and Highway 52.	Proposed "Penrose Place" single-family attached and single-family detached housing development and metropolitan district.	Preliminary Plat; Preliminary Development Plan; Metropolitan District
The Shores on Plum Creek (6/20/22)	Northwest of County Road 5 and Highway 52.	Proposed mixed-use development with commercial and residential uses.	Minor Subdivision; Preliminary Plat; Preliminary Development Plan; Rezone
Silverstone Commons (9/29/23)	Northwest of William Bailey Avenue and Highway 52.	Proposed commercial and retail development. "Silverstone Commons"	Final Development Plan

Silverstone Filing 4 (6/10/24)	Southwest of William Bailey Avenue and Tipple Parkway.	Water demand analysis for the filing.	Water Demand Analysis
Silverstone Marketplace, Lot 5 (6/10/24)	5980 Silverstone Drive	Proposed Chase Bank.	Site Plan
Wheatlands (5/13/24)	Southwest of County Road 16 and County Road 17	Proposed Metropolitan District.	Metropolitan District
Wildflower Filing 1, Amendment 1, Block 27, Lot 2 (1/2/24)	3833 Tipple Parkway	Proposed United Power battery energy storage system.	Site Plan
Wyndham Hill Filing 10 (11/16/20)	6855 Aggregate Boulevard	Proposed single-family detached residential development.	Final Development Plan; Final Plat



Dynamic, Inclusive & Connected Community

- Monthly Newsletter:
 - Electronic and mailer
- Weekly Flash, featuring four articles weekly
- Daily postings on social media platforms
- Communication and Campaign Planners
- FRED Culture
 - Wellness walks: 1-on-1 interactions
 - Monthly Communications team meeting
 - Peer-led presentation
- ADA HB 21-21110 Compliance
 - Meeting with Allyant for CommonLook training support
 - Digital accessibility overview training with Department champions
- Town Event Preparation
 - Sponsor commitments for 2024 totaling \$76,650
 - 17 chainsaw carver applications
 - Carver spots are full – accepting applications for waitlist
 - 2024 carvers have been announced on the Town website
 - 56 food vendor applications – spots are nearly full
 - 110 market vendor applications – spots are full for Miners Day
- Community Tour & Talk in Wyndham Hill occurred on Wednesday, June 19th.
 - 107 meals served
 - Survey
 - Video to share via social media
- Frederick in Flight occurred from June 21-23:
 - Static display on Friday
 - Liftoff on Saturday and Sunday
 - Candle sticking and one glow balloon at the Balloon Bash
 - Participation in the first established EOC – Unified Command
 - Video to share via social media

- Preparation of Chainsaws & Chuckwagons, coming up on July 17-20
 - Recruitment of sponsors and volunteers
 - Carver, food truck, market vendor, entertainment, permit coordination
- Coordination for Bike to Lunch Day for Town employees, which was held on June 26th. 11 Town employees participated.
- Town App
 - Monthly Analytics Report
 - Promotion at Frederick in Flight
- Website Updates:
 - Roadwork and detour project updates
 - New recruitment webpage
- Interdepartmental Collaboration
 - Roadwork updates
 - Stormwater projects
 - Community Parks Master Plan Campaign
 - Fireworks campaign
 - Community Parks Master Plan campaign
 - Water conservation campaign
 - PW building campaign
 - Water Rate Study results campaign
 - Drinking water quality report – notice to Community
- Board Meetings:
 - Comms attendance at Board meetings to ensure Town communications align with Board’s vision and work in progress
 - Closed captioning on Board meeting recordings



Strategic, Reliable and Sustainable Infrastructure

- Parks and Golf maintenance staff have been working to keep up with irrigation issues and demands due to the high heat. Parks also worked to prepare Centennial and Crist Parks for summer events.
- Public Works Updates:
 - Under conditional acceptance, the jersey barriers and type 3 barricades along 11th to 13th St. were removed.
 - Fleet Services has been busy with a variety of tasks this summer, including repairing tires on the Frederick in Flight event trailer, windshield replacements, assisting the Police Department with maintenance, and installing emergency lighting on the loaders, which will help keep our Public Works crew safe while working snowy streets in the future.
 - The culvert along County Road 14 and County Road 17 was extended and repaired.
 - The traffic signals were repaired at Godding Hollow and Colorado Blvd. after a power outage caused a power surge.

- The parking lot at Centennial Park was re-striped in preparation for Frederick in Flight. Public Works crews also assisted with the set-up and tear-down for the event.
- The Streets & Stormwater crew participated in a two-day trench safety and rescue training with Fire personnel as part of a recovery team.
- Dustin Corbitt and Trey Ward attended a CPR first aid course, as well as a flagger course through CO LTAP.



Safe and Secure

- Chief Norris and Commander Egan recently attended the Colorado Association of Chiefs of Police annual conference, which was hosted in Estes Park. Chiefs and command staff from around Colorado gathered to learn and discuss current topics such as legal and statutory updates, critical incident management for chiefs, evidence management best practices, media relations, and more. This is a great opportunity for building relationships and discussing current trends and topics with fellow law enforcement leadership throughout the state.
- The Police Department is currently preparing for National Night Out 2024. This national event takes place on the first Tuesday of August, and it is meant to enhance the relationship between community members and law enforcement. National Night Out is a great opportunity to bring police and neighbors together under positive circumstances and build a greater sense of community. Gatherings are held in several neighborhoods around Town. For further information about National Night Out, or for those interested in organizing a local gathering, please contact Commander Glantz at 720-382-5722.
- During the week of June 17th, Frederick's School Resource Officers hosted our 5th annual Summer Student Police Academy at Frederick High School. This is an opportunity for officers to interact with younger members of our community, and it is a great chance for our youth to learn about law enforcement. The week-long academy covers topics such as building searches, vehicle stops, crime scene investigation, drone use in law enforcement, K-9 deployment, and SWAT. Frederick High School students were also joined by a few students from the Longmont area, and the School Resource Officers from the Longmont Police Department assisted with instruction. Since Longmont's academy received relatively low interest, Frederick extended the offer to join our crew for the week instead of cancelling. This academy is a great outreach program for the department, as many lasting relationships are formed with the students.
- Communications & Engagement:
 - Lexipol policy training
 - PD recruitment webpage, video script, and footage



Fiscally Responsible Governance

- The Finance Department is currently working on completion of the 2023 Annual Comprehensive Financial Report, which is due June 30th, 2024.

Town of Frederick - List of Bills
May 24, 2024 - June 20, 2024

1800DRYCLEAN NORTH METRO DENVER	Uniform cleaning services	350.74
4 RIVERS EQUIPMENT LLC	Equipment maintenance supplies	297.18
4160 BUSCH OWNER LLC	Landscape escrow refund - Bear Peak Development	12,150.00
AAA PEST PROS LLC	Pest control	270.00
ABLAO LAW LLC	Frederick Municipal Court services	600.00
ACCENT BRANDING SOLUTIONS	Form printing	2,618.16
ACE HARDWARE OF FIRESTONE	Supplies	538.30
ACUSHNET COMPANY	Golf shop merchandise	290.55
ADAMSON POLICE PRODUCTS	Police uniforms	378.78
ADIDAS AMERICA INC	Golf shop merchandise	88.21
AGFINITY	Fuel	13,527.75
AIRBOUND INC	Event inflatable rentals	4,410.00
ALEJANDRO PANTOJA	Reimbursement for training expenses	400.00
ALTITUDE AWARDS AND APPAREL	Uniforms	222.00
AMANDA DEBORD	Contract services for Public Works	735.00
AMERICAN ARBORIST SERVICE	Tree removal - No Name Creek Sub	1,500.00
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	878.42
ANDREW RYAN SAMUELSON	Frederick in Flight - Pilot travel money	150.00
ASPHALT SPECIALTIES CO INC	Overlay operations/Hydrant Meter Deposit refund	148,269.96
BAKER CONSTRUCTORS	Hydrant Meter Deposit refund	2,200.00
BARGREEN ELLINGSON	Restaurant supplies	135.79
BBC RESEARCH & CONSULTING	Impact Fee Study	9,500.50
BETTER BUSINESS CLEANING	Monthly cleaning service	6,356.00
BIG M JANITORIAL INC	Contracted mowing	750.00
BK TIRE, INC.	Tire replacement and disposal	468.16
BLACK HILLS ENERGY	Natural gas utility	1,270.86
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	777.76
BRUCE PIVIC	Frederick in Flight - Pilot travel money	150.00
CACP	Membership renewal	700.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease program	1,056.87
CARD AND FORM SOLUTIONS INC	Golf shop supplies	132.14
CDW GOVERNMENT LLC	Cisco Direct Licenses/Smartnet	21,431.98
CENTRAL WELD COUNTY WATER DIST	Water purchased	148,402.40
CENTRAL WELD CTY WATER DIST	Plant Investment fee reimbursement	108,000.00
CERVANTES CONCRETE	Trail Maintenance Program - Centennial Park	26,500.00
CINTAS CORPORATION	PW Mat service/Uniforms/First Aid Kit restock	501.32
CITRIC ACID ARTS LLC	Frederick in Flight entertainment - stilt walking	450.00
CITY OF GREELEY	Weld Drug Task Force Commitment	2,000.00
CODE PUBLISHING INC	Annual Web Hosting and fees	1,300.00
COLORADO BARRICADE CO	Street signs and supplies	4,944.26
COLORADO DEPARTMENT OF REVENUE	Bella Rosa Liquor License	725.00
COMCAST CABLE	Monthly internet, tv and phone service	571.53
COMCAST PHONE	Town wide internet service	2,615.17
COMMUNITY COUNSELOR INC	Counseling services	500.00
CORKAT DATA SOLUTIONS LLC	Teams and Adobe licenses	546.39
COSTAR REALTY INFORMATION INC	Monthly subscription	616.55
DALE WOODS	Reimbursement for parking	52.00
DANA KEPNER CO	Water meters and maintenance supplies	18,660.08
DANIELLE M CRAWFORD	Municipal Clerk services & mileage reimbursement	1,943.38
DAVID BOWLING	Frederick in Flight - Pilot travel money	50.00
DAVID HETTICH	Frederick in Flight - Pilot travel money	100.00
DBC IRRIGATION SUPPLY	Golf course irrigation supplies/Irrigation Central Control	27,879.32
DESIGN CONCEPTS CLA INC	Community Parks Master Plan	4,918.45
DUNAKILLY MANAGEMENT GROUP CORP	Owner's representation services	10,980.00
E & G TERMINAL INC	Vehicle maintenance supplies	207.75
ELDORADO ARTESIAN SPRINGS INC	Water Delivery Service	3.80
ELITE HOOD CLEANING & FIRE PROTECTION CO	Fire extinguisher inspection	640.00

Town of Frederick - List of Bills
May 24, 2024 - June 20, 2024

ENTERPRISE FM TRUST	Vehicle lease program	67,392.27
ENVIROTECH SERVICES, INC.	Gravel road treatment/Street maintenance supplies	16,602.00
ERIE COFFEE ROASTERS LLC	IMPACT Grant Award	9,365.00
EVELYN ANNE KENT	Frederick in Flight - Pilot travel money	100.00
EXPRESS SERVICES INC	Golf Shop Associate	12,621.14
F B HOWES III	Frederick in Flight - Pilot travel money	100.00
FARNSWORTH GROUP INC	Facilities Master Plan	44,533.00
FLEXX PRODUCTIONS LLC	Event rentals	17,705.14
FRONT RANGE METALWORKS LLC	Vehicle maintenance	211.75
FRONTIER PRECISION INC	GIS Software	1,590.00
G & G EQUIPMENT INC	Maintenance supplies	176.48
GENERAL AIR	Shop supplies	24.29
GEORGIA BOYS SMOKEHOUSE	Community Tour & Talk catering/FIF Pilot Dinner	3,065.16
GEOTAB USA INC	Membership & support	1,578.50
GOVPRO CONSULTING LLC	Election Consulting Services	9,372.26
GREEN MILL SPORTMAN'S CLUB	Range use	450.00
GREEN MOUNTAIN PROMOTIONS	Logo apparel and swag items	6,700.60
GUS'S GOODIES	Snacks for restaurant	400.00
HARDLINE EQUIPMENT	Maintenance equipment	2,196.00
HEADSTRONG COUNSELING LLC	Counseling services	200.00
HELENA AGRI ENTERPRISES LLC	Golf course spray application/Fertilizer	10,230.13
HERBY FLATT	Frederick in Flight - Pilot travel money	150.00
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	1,283.75
HOME DEPOT CREDIT SERVICES	Supplies	522.37
HR ADVANTAGE GROUP	HR Professional Services	6,581.25
IMAGEFIRST HOSPITALITY	Linen service for restaurant	251.28
INTEGRAL PHYSICAL THERAPY	IMPACT Grant Award	5,027.00
INTERSTATE FORD	Vehicle maintenance supplies	178.31
INVESTIGATIONS LAW GROUP LLC	Internal investigation	14,202.50
JACOB LITTLE	Frederick in Flight - Pilot travel money	150.00
JC GOLF ACCESSORIES	Golf shop supplies	426.85
JEANNE MARIE ANSON	Frederick in Flight - Pilot travel money	150.00
JOHN C CAVIN LLC	Frederick in Flight - Special Shape Balloon	6,000.00
JUAN HERRERA	Restitution	200.00
JUB ENGINEERS INC	Silver Birch & Bella Rosa Intersection Design	10,336.60
KATY PRESS	ICSC Preparation/Retail Consulting Services	4,400.00
KYLE A RICHARDS	Livestream BOT	75.00
L & M ENTERPRISES INC	Irrigation Central Control/Contracted mowing services	3,783.22
L.L. JOHNSON DISTRIBUTING COMPANY	Equipment purchase/Golf Course supplies	37,843.42
LETS VAQ CO LLC	Frederick in Flight event beverages	971.03
LGI HOMES COLORADO LLC	Landscape Escrow release - Hidden Creek Amd 1&5	10,000.00
LOVE HOT AIR BALLOON RIDES	Frederick in Flight - Pilot travel money	50.00
LUXOTTICA USA LLC	Golf shop merchandise	114.04
MAC EQUIPMENT INC	Parts for equipment repair	147.30
MACLOCK	Service call	164.00
MARTIN L PHILPOTT	Frederick in Flight - Pilot travel money	150.00
MARTIN R ADIE	Frederick in Flight - Pilot travel money	150.00
MICHAEL GIANETTI	Frederick in Flight Pilot Coordinator fee	3,500.00
MIKE MAROONE FORD LONGMONT	Vehicle repairs	300.95
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	200.00
MY GUY HEATING AND AIR	HVAC maintenance and repairs	6,306.50
NANCY J LAMBERTSON	Frederick in Flight - Pilot travel money	50.00
NATIONAL BUSINESS FURNITURE LLC	Office furniture	4,121.93
NATIONAL LEAGUE OF CITIES	Direct membership dues	1,701.00
OCCUPATIONAL HEALTH CENTERS	Pre-Employment screening	464.00
O'KEEFE PUBLISHING INC	Print advertising in divot magazine	325.00
PAUL C BENEDETTI	Legal services	1,830.00

Town of Frederick - List of Bills
May 24, 2024 - June 20, 2024

PAUL DIKES GLASS INC	Windshield replacement	650.00
PEEL HANDCRAFTED PIZZA, EDGE GOURMET STREET KITCHEN	Community Tour & Talk catering/Event pilot dinner	2,628.45
PILAR PRODUCTS	Police equipment	104.88
PIONEER DEVELOPMENT COMPANY	Feasibility Analysis	3,500.00
POLICE AND SHERIFFS PRESS INC	Photo IDs	35.20
POMPS TIRE SERVICE INC	Tire purchase	594.60
PRE ACTION FIRE INC	Service Call extinguisher testing	1,905.00
PRINT EXPERTS	Event posters/Annual Report flyers	276.17
PRO GOLF REPAIR LLC	Pro Golf Services	3,869.00
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution System	480.56
RB B ARCHITECTS INC	Public Works Facility Project	86,934.00
REIF & HUNSAKER PC	Legal services	56.00
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Restaurant supplies	367.68
RICK ENGINEERING COMPANY - COLORADO	Mendoza Open Space Site Plan	1,683.00
RINGCENTRAL INC	Town phone system	3,840.06
SAFEBUILT COLORADO LLC	Building inspection services	4,700.00
SAFEWAY	Water	190.12
SCORR SOLUTONS	Rectifier readings and review	102.50
SEAN EAKIN	Frederick in Flight - Pilot travel money	150.00
SIGNARAMA	Event signs	479.10
SOLITUDE LAKE MANAGEMENT LLC	Milavec Water Quality Improvements	90,420.00
SOUTHPAW ELECTRIC	Electrical service repairs	2,029.00
SPOT ON SOUND PRODUCTIONS	Frederick in Flight sound, bands and stage	5,125.00
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	1,162.22
STEVE L SMITH	CDL physical reimbursement	90.00
SUNBELT RENTALS INC	Water truck rental	1,350.83
SWIRE COCA-COLA USA	Beverage supplies for restaurant	869.05
SYSCO DENVER	Restaurant supplies	2,750.32
TEENA ESTRADA	Tuition reimbursement	708.34
TELOS ONLINE INC	Back-up link	75.00
THE CHARLES MACHINE WORKS INC	Irrigation Central Control	5,478.11
THE SHERWIN-WILLIAMS CO	Building supplies	47.48
THOMAS C STEINBOCK	Frederick in Flight - Pilot travel money	150.00
TODD S NESS	Frederick in Flight - Pilot travel money	50.00
TOWN OF FREDERICK	Bella Rosa Liquor License	175.00
TRACTOR SUPPLY CREDIT PLAN	Supplies	7.99
TRANSWEST TRUCK	Equipment maintenance supplies	369.76
TRT CONSTRUCTION	Electrical repair	450.00
TRUEPOINT SOLUTIONS LLC	Business License module configuration/Support	2,491.01
TYLER BUSINESS FORMS	AP check restock	230.42
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Staff apparel and event shirts	3,991.64
UNITED POWER	Electric utility	9,742.92
UNIVERSITY AUTO PARTS INC	Maintenance supplies	1,502.74
UTILITY NOTIFICATION CENTER OF COLORADO	Water locates	654.03
VANCE BROTHERS INC	Pavement Maintenance Program/Hydrant Deposit refund	513,809.06
VECTOR DISEASE CONTROL INTERNATIONAL LLC	Mosquito Control	9,140.43
VERIZON WIRELESS	PD MDTs and cell phone service	11,396.50
VIA MOBILITY SERVICES	Transportation	5,940.00
VOLVIK	Golf shop merchandise	341.66
WASTE CONNECTIONS OF COLO INC	Trash disposal	926.28
WEAR PARTS & EQUIPMENT CO INC	Equipment maintenance supplies	3,580.36
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing	1,668.00
WELD COUNTY SHERIFF	Detention Center fees	75.65
WEX BANK	Fuel	850.33
WILLIAM J FITZGERALD	Frederick in Flight - Pilot travel money	150.00
WILSON WILLIAMS FELLMAN DITTMAN	Legal services	51.00
WOLFRAM KASMIR	Restitution	280.00

Town of Frederick - List of Bills
May 24, 2024 - June 20, 2024

YAMAHA MOTOR FINANCE CORP USA

Golf cart fleet & equipment lease
Total:

5,387.39
1,718,497.37



Town of Frederick Board of Trustees

Regular Board Meeting Minutes
Frederick Town Hall, 401 Locust Street
June 11, 2024

Call to Order: At 7:04 pm Trustee March called the meeting to order and requested roll call.

Roll Call: Present were Trustee Mahan, Trustee March, Trustee TeVelde, Trustee Lamach and Trustee Padia.

Also present were Town Manager Bryan Ostler, Deputy Town Manager Jason Leslie, Town Attorney Jason Meyers, and Town Clerk Tricia David.

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Public Comment:

Staff Reports:

Administrative Report: – Bryan Ostler, Town Manager

Consent Agenda:

List of Bills – Kurtis Adams, Finance Director

May 14, 2024, Meeting Minutes – Emily Nitcher, Deputy Town Clerk

Resolution 24-R-35 A Resolution of the Town of Frederick, Colorado, Granting A Permanent Easement and Temporary Construction Easement to the Central Weld County Water District

Motion by Trustee Mahan and seconded by Trustee Padia to approve the Consent Agenda.

Upon roll call vote, motion passed unanimously.

Action Agenda:

Resolution 24-R-36 A Resolution of the Town of Frederick, Colorado, to Award a Contract for the 2024 Water Treatment Feasibility Study and Authorizing the Town Manager to Execute the Contract. Water Conservation Specialist, Kylie Couch Presented.

Motion by Trustee Lamach and seconded by Trustee Padia to approve Resolution 24-R-36 as drafted.

Built on What Matters.

Upon roll call vote, motion passed unanimously.

Resolution 24-R38 A Resolution of the Town of Frederick, Colorado, Authorizing the Town Manager to Enter into a Contract for Improvements to the Colorado Boulevard Median Landscaping. Parks, Open Space and Trails Director Colby Johnson presented.

Motion by Trustee Padia and seconded by Trustee Mahan to approve Resolution 24-R-38 as drafted.

Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Trustee Mahan – Wanted to address the issues that occurred last year at Frederick in Flight with Paragliders. The Police Department will work with Communications on this issue.

Trustee March – Attended the Carbon Valley Chamber Event with Jessica Hill. He also highlighted that the Historic Preservation Committee was becoming more involved and gaining traction on projects. The Historic Preservation Committee will be in attendance at a future community tour and talk.

Bryan Ostler – Town Manager, Bryan Ostler updated the Board of Trustees on the upcoming June 25th meeting. The Frederick Urban Renewal Authority will meet at 5:00 pm on July 25th. The regular meeting will start with a work session at 5:30 pm.

Executive Session:

Adjournment:

There being no further business of the Board, Trustee March adjourned the meeting at 7:53 p.m.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 24-R-44 Weld County Jail Services IGA Update

Agenda Date: 07/09/2024 BOT Meeting

Attachments:

1. Resolution 24-R-44
2. Weld County Municipal Jail Agreement

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



SAFE & SECURE– Residents of Frederick experience safety and peace of mind knowing they live in the safest community in Colorado.

Summary Statement:

On October 02, 2019, the Board of Trustees approved an agreement for municipal jail services with Weld County. The contract was effective through January 30th, 2024, and is eligible for renewal on a yearly basis. The contract with Weld County for their municipal jail services expired on January 30, 2024. To continue to use Weld County municipal jail services, the agreement needs to be updated.

Detail of Issue/Request:

Weld County has provided staff with an updated contract for municipal jail services and staff is requesting approval by the Board of Trustees. This agreement is a necessity as the town does not have a jail facility to house prisoners. The agreement enables the town to use the county jail for the confinement of offenders, subject to such conditions as are imposed by law. The updated agreement will be for municipal jail services until January 30, 2025. Otherwise the agreement remains the same as when it was approved by the Board of Trustees on October 02, 2019, and staff is requesting approval of the updated agreement. The rate per inmate per day is increasing from \$75.65 per day to \$77.16 per day for Fiscal year 2024-2025 effective July 1, 2024, to June 30, 2025, as outlined in section 9, item A of the agreement.

Legal Comments:

The Town Attorney's Office has reviewed the agreement and related resolution.

Alternatives/Options

At this time, there are no other options available to the Town for Municipal Jail Services.

Financial Considerations

The rate per inmate per day is increasing from \$75.65 per day to \$77.16 per day as outlined in section 9, item A of the agreement.

Staff Recommendation

Staff recommends approval of the resolution as presented.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-44**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPROVING
THE AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD
COUNTY AND THE TOWN OF FREDERICK**

WHEREAS, the County of Weld, a body corporate and political subdivision of the State of Colorado, through its Board of County Commissioners, hereinafter referred to as “County,” has offered to the Town of Frederick, a municipal corporation, hereinafter referred to as the “Town,” a contract to provide jail services for the Town; and

WHEREAS, the Town does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance C.R.S. § 31-15-401(1)(k), the Town, with the consent of the Board of Weld County Commissioners, may use the County Jail for the confinement or punishment of offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with C.R.S. § 29-1-203, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers, and rights of each of the parties, the Town and the County hereby enter into this Agreement.

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

Section 1. The Mayor and Town Clerk are hereby authorized and directed to affix their signatures to the Agreement for Municipal Jail Services between Weld County and Town of Frederick, as evidence of the Town’s desire to continue the engagement of the Weld County in the provision of municipal jail services for the Town of Frederick, and forward the Agreement to the Board of County Commissioners for confirmation.

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 9th DAY OF JULY, 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Tricia David, Town Clerk

**AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY
AND TOWN OF FREDERICK, FREDERICK POLICE DEPARTMENT**

This agreement is made this _____ day of _____, 2024, by and between the Town of Frederick, Frederick Police Department hereinafter referred to as the "Municipality"; and the County of Weld, a body corporate and political subdivision of the State of Colorado, through its Board of County Commissioners, hereinafter referred to as "County."

WHEREAS, the Municipality does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance 31-15-401 (1) (k), C.R.S., the Municipality, with the consent of the board of Weld County Commissioners, may use the county jail for the confinement or punishment of offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Municipality and the County hereby enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Definitions

- A. Municipal Offender(s) – As used in this agreement, the term Municipal Offender(s) shall mean offenders placed with the County pursuant to this contract.
- B. Municipal Court – the duly designated judicial entity of the Municipality.

2. Conditions for Acceptance of Municipal Offender(s)

The following conditions must be met before a municipal offender will be accepted for commitment or placement at the Weld County Jail ("Jail"):

- A. The offender(s):
 - I. Must be an adult, 18 years of age or older.
 - II. Must be without serious medical and/or mental health issues, as determined by the Weld County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.
 - III. Identity must be reasonably established.
- B. The Pre-booking documentation must be completed as required by the Jail and include, but not be limited to:
 - I. The actual and specific description of the municipal ordinance violation; or
 - II. The actual and specific description of the original municipal ordinance violation, if the booking results from a municipal arrest warrant for failure to appear, comply, complete conditions, or pay, or is a municipal mittimus order.
- C. One of the following forms of documentation from the Municipality must accompany the offender or be provided to the County prior to the offender being accepted and booked at the Jail:

- I. Mittimus Order

A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The offender may be committed to work release and/or electronic home detention if they meet the minimum acceptance criteria for such jail alternative program and if space is available.

- II. Arrest Warrant

An arrest warrant shall be accepted only if the arrest warrant: (1) includes the actual and specific, (original) municipal ordinance description, (e.g. Failure to Appear/Speeding, Failure to Pay Fines & Costs/ Disorderly Conduct, etc.), AND (2) specifies the amount and type of bond to secure bail, such as: a) an amount of cash, b) an amount of cash or surety, c) personal recognizance after 24 or 48 hours, or d) "Hold without Bond."

Notice of the municipal arrest warrant service shall be made to the municipal court clerk by fax and/or email, or a mutually accepted alternative, within 4 hours. The Municipality shall provide the municipal clerk's fax number to the

County at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the offender has been located when the arrest warrant is confirmed. The Weld County Jail is not responsible for notice to the Municipality, municipal court, or municipal court clerk other than by the means described in this Agreement.

III. Penalty Assessment, Summons or Summons & Compliant

A penalty assessment, summons and complaint, or summons shall be accepted

Municipal offenders cannot be released on personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above listed circumstances are present. A municipal detainer for the offender may be entered in lieu of issuing a penalty assessment, summons and complaint, or summons by request of the arresting municipal officer when any one of the three listed circumstances are present.

- D. The municipality shall provide the County with an Annual Court Appearance Schedule.
- E. The Municipality agrees to comply with the policies and procedures of the Jail and Weld County Sheriff's Department, unless specifically altered in this agreement.

3. Description of Services

- A. In accordance with the terms of this Agreement, it shall be the responsibility of the County to receive and safely keep every adult offender duly committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. The County shall not release the offender from jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.

- B. It shall be the responsibility of the County to make record of every adult offender duly committed or placed in the Jail in accordance with the terms of this Agreement. The record shall include a photograph or digital image of the offender and offender identification information as defined in Colorado Revised Statutes 24-72-302 (1) and 24-73-302 (2).
 - I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the actual and specific description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by the County for each municipal offender in accordance with the Weld County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.
- C. It shall be the responsibility of the County to accept municipal court orders temporarily detaining offenders held pursuant to county or district court matters. The County is responsible to provide timely notice to the municipal law enforcement agency or municipal court detaining the offender when there has been a disposition of pending county or district court matters. Notification to the municipal court shall be made within 4 hours.
- D. It shall be the responsibility of the County to accurately prepare for and accept bonds and related cash or surety documents, set court appearances in accordance with municipal court schedules, complete or prepare other municipal court documents required to accept and release municipal offenders into and from the Weld County Jail. The County is responsible to make said documents available to the municipal clerk or mail said documents to the municipal clerk via email the following work day.
- E. It shall be the responsibility of the County to afford municipal offenders' access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The municipal offender's classification will be determined by the Jail Inmate Services Unit Classification staff.
- F. It shall be the responsibility of the County to comply with C.R.S. 17-26-109 and afford sentenced municipal offenders deductions of time for his/her municipal court sentence in a manner consistent with sentenced County offenders.
- G. It shall be the responsibility of the County to determine sentenced municipal offender's eligibility and conditions for furlough consistent

with sentenced County offenders. The County shall notify the municipal court of any municipal offender furlough.

- H. It shall be the responsibility of the County to comply with the provisions of C.R.S. 13-10-111.5, as amended, and any standing orders issued by the municipal court pursuant to said statute.

4. Duration of Agreement

This Agreement shall be effective upon final execution by the appropriate officers of both parties on the date first set forth above, and shall continue through **January 30th, 2025**, and shall be automatically renewable year to year for up to 5 years from final execution unless sooner terminated by notice from either party in accordance with Section 5 of this Agreement. It is further understood and agreed that the obligations of the Municipality as set forth herein shall be subject to annual appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation in violation of Article X, Section 20 of the Colorado Constitution. At the time this Agreement is terminated, the Municipality shall retake all Municipal offenders.

5. Termination of Agreement

This Agreement may be unilaterally terminated, with or without cause, by 30 days written notice, by either party delivered to the other party in accordance with Section 12 "Notices". Within 30 days after delivery of said notice, the Municipality shall retake physical custody of Municipal offenders in the County's custody pursuant to this Agreement.

6. Emergency Release

Notwithstanding the provisions of Section 4 & 5 set forth herein, the County has the authority to release, on an emergency basis, those municipal offenders when the County deems such release is necessary due to exigent circumstances. The County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. The County shall notify the municipal court of the offender's name, date & time released, and the basis for release due to exigent circumstances.

7. Agreement Monitor

In order to administer this Agreement effectively, the Municipality shall designate an Agreement Monitor. Until further notice is received, the Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any

change in the Agreement Monitor shall be effective upon 10 days advance written notice to the County's Contact Person.

8. County Contact Person

In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as the County's Contact Person. Until further notice is received, the County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the County's Contact Person shall be effective upon 10 days advance written notice to the Municipality's Agreement Monitor.

9. Cost and Reimbursement

- A. Except as otherwise provided in this Agreement, all costs of housing the Municipality's offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the per offender per day rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections' inmates. Said rate shall begin **July 1** of the year following the setting of the rate and continuing to and until **June 30** of said year. The Municipality shall reimburse the County for the day the Municipality's offender is delivered and for every subsequent day that the Municipality's offender is assigned to the Weld County Jail, but not the day that the Municipality's offender is released from the Weld County Jail due to completion of sentence or by order of the committing Court.
- B. For those offenders who remain in the County Jail for a period of no more than four (4) hours, the Municipality shall pay the County one half of the Per Diem rate set forth in paragraph A, above.
- C. If the Municipal offender is detained in the Weld County Jail under the concurrent authority of the municipality and of other municipal jurisdictions, the municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the offender in the custody and/or under the supervision of the Weld County Sheriff.
- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per offender as provided in paragraph A, above. The County shall be reimbursed by the Municipality for the costs of extra ordinary health care services, as further defined in Schedule-B.

- E. Physical damage to the Weld County Jail as a direct result of the placement of a municipal offender housed therein shall not be considered "usual costs" incidental to the operation of the Weld County Jail. These costs shall not be part of the reimbursement by the fixed rate per offender per day as provided by subparagraphs A. and B. of Section 9 of this Agreement. The County shall be reimbursed separately by the Municipality for these costs.
- F. The Municipality shall be billed monthly by the County for the rates set forth in Section 9 subparagraphs A, B, & C of this Agreement. Payment shall be made within 30 days of receipt of the County's invoice. The Municipality shall reimburse the County for extraordinary medical expenses as set forth in Schedule B. The Municipality shall reimburse the County for non-medical extraordinary expenses incurred under the terms of this Agreement within 30 days of receipt of the County's invoice.

10. Transportation

Transportation of offenders in custody for violation of a Municipal Ordinance is the sole responsibility of the Municipality. If the Municipality and County have entered into a separate agreement for law enforcement services, then transportation of offenders in custody for violation of a Municipal Ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by the County in the course of providing such transportation on behalf of the Municipality shall be paid by the Municipality as provided therein.

- A. Municipal Video Court Appearance technology is available to Municipality in the jail. If the Municipality wants to use this technology, t h e Municipality will work closely with the Weld County Sheriff Office and Weld County Information Technology to identify system minimums and requirements for the Municipality to include hardware, software, and network configurations. The Municipality understands and agrees that identified system minimums and requirements, hardware, software, network configurations, labor and installation, and post installation connectivity troubleshooting of the Municipality's Video Court is not the responsibility of the County. The system shall be available at scheduled times barring system failure.
- B. The Municipality shall provide, in advance, the Municipality Court docket to the Sheriff's Office. T h e Municipality shall be responsible to provide a Municipality Bailiff to transport, escort, and provide security for Municipality Offenders to Municipal Video Court Appearance at the facility in the North Jail Complex. Upon completion of Municipality Video Court, the Municipality Bailiff shall transport and escort Municipality Offenders back to a designated area within the North Jail Complex determined by the County.

11. Responsibility for Legal Proceedings

- A. The Municipality shall be responsible for defending itself and its officers and employees in any civil action brought against the Municipality, its officers and employees by any municipal offender in the physical custody of the County.
- B. The County shall be responsible for defending itself, its deputies and employees in any civil action brought against the County, its officers and employees by any municipal offender in the physical custody of the County.
- C. The Municipality and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.
- D. The County and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Municipality or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.

12. Notices

Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, prepaid postage at the address listed in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.

13. No Third Party Beneficiary Enforcement

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Municipality and the County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Municipality and the County that any entity,

other than the Municipality or the County receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. Modification and Breach of Contract

This Agreement and the attached schedules contain the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of/to this Agreement and the attached schedules, shall be deemed valid or of any force or affect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. Severability

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

16. Governmental Immunity. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as applicable now or hereafter amended.

17. Board of County Commissioners of Weld County Approval. This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

18. Acknowledgment. County and Municipality acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Schedules A-C, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF WELD COUNTY, COLORADO

By: _____
Kevin Ross , Chair

ATTEST:

By: _____
Clerk to the Board

Town of Frederick, COLORADO

By: _____

Title: _____

ATTEST:

By: _____
Town Clerk

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE A

1. Until further notice is received, the Municipality's Agreement Monitor shall be:

Name

Municipality

Address 1

Address 2

Phone

2. Until further notice is received, the County's Contact Person shall be:

Rosanna Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE B

The costs of providing to municipal offenders routine on-site medical psychological/ psychiatric, dental and medication services, customarily provided to persons sentenced to confinement in the Weld County Jail, shall be considered usual costs incident to the operation of the Weld County Jail. These usual costs include but are not limited to, regularly scheduled sick call, nursing coverage, regular on-site physician visits, routine X-rays for diagnostic purposes which may lead to off-site care, and the dispensing and cost of common prescription medications for routine and minor illnesses. In addition, all municipal offenders transferred to the County pursuant to this Agreement with a condition of drug aftercare, a known history of drug abuse while incarcerated, or who are suspected of illegal use of drugs, shall be required to participate in routine urinalysis testing conducted by the Weld County Jail health care provider. All positive test results for unauthorized drugs shall be reported by the County Contact Person to the Agreement Monitor. The cost of this routine urinalysis testing, together with the usual costs of care referenced above, shall be part of the fixed rate per offender per day as set forth in Section 9 A, of this Agreement.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of the Municipality, subject to the authorization provision below.

For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to offenders on-site at the Weld County Jail by the Weld County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. The Weld County Jail health care provider shall determine when off-site care is required for municipal offenders housed at the Weld County Jail.

Extraordinary medical expenses shall be reimbursed by the Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Weld County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Weld County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Weld County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than 8 hours after the rendering of care.

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE C

1. Any notice to the Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

Name

Municipality

Address 1

Address 2

Phone

2. Any notice to the County provided for in this Agreement shall be sent to:

Board of Weld County Commissioners
P.O. Box 758
Greeley Co. 80632-D758
Telephone: (970) 356-4000 Ext. 4225

With a copy to:

Rosanne Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 24-R-45 CWCWD 30" Water Line Easement

Agenda Date: 07/09/2024 BOT Meeting

Attachments:

1. Resolution
2. Easement Frederick CWCWD 30 in line
3. TCE Frederick CWCWD 30 in line
4. Attachment A

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development. These easements will allow the Town to continue to expand the service area of the Town's tank by increasing the flow of water to the tank site off of Wheatland Blvd (CR17).

Summary Statement:

Staff has been in coordination with the Central Weld County Water District ("CWCWD") to review the plans for the proposed 30" waterline that will increase flows to the Town's water tank off of Wheatlands Blvd (CR 17). This project requires a non-exclusive easement on the Centennial Park property. The construction of the waterline also requires a temporary construction easement in the same location to allow for surveying and construction of the waterline.

Detail of Issue/Request:

The CWCWD notified the Town that a system improvement is needed to continue to expand the service area of the Town's tank. The Town's tank currently serves the downtown area and slightly outside of that area. As the service area of the tank has grown, it has become more difficult for the tank to maintain the water level during the high usage season from about May to October when our customers are irrigating. This waterline improvement is a CWCWD system improvement that benefits the Town, so the Town is responsible for a portion of the construction costs. The Town has budgeted \$2M for the Town's portion of the capacity of the waterline.

The waterline is planned to extend from Colorado Blvd to Wheatlands Blvd south of 8th Street. The Town owns property along the corridor where the waterline is planned. As the other properties along the corridor are developed or planned to be developed, placing the waterline within Town owned property will reduce conflicts with other improvements and reduce the overall cost of construction. As this is a project that is in response to the Town's growth and the Town is paying for a portion of the construction costs, it is proposed to waive permit fees for this project.

If the Town does not provide the easements that are needed for the project, the cost of the project will increase and that increase in cost will reduce the capacity of the waterline that the Town will be purchasing.

Staff is planning to bring an agreement to the Board this year for consideration, which will identify the capacity of the project that the Town will be purchasing from CWCWD.

Legal Comments:

The Town Attorneys Office has reviewed the easement documents and prepared the attached resolution.

Alternatives/Options

The Town may decide to not grant the easements, which would impact the feasibility of the 30" waterline improvement, which will impact the Town's future growth.

Financial Considerations

The Town has budgeted funds for its portion of the construction costs as the waterline is needed to serve the Town's future development.

Staff Recommendation

It is staff's recommendation that the Board approve resolution 24-R-45 granting the easements to CWCWD for construction of the 30" waterline.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-45**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, GRANTING
A PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT TO THE CENTRAL WELD COUNTY WATER DISTRICT**

WHEREAS, the Town of Frederick ("Town") is the owner of certain real property described as:

Permanent Easement Area:

A parcel of land situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 31 and assuming the north line of said Southwest Quarter as bearing South 89°51'45" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,476.96 feet, monumented on the west by a 30.00 foot witness corner being a #6 rebar with a 2.5" aluminum cap stamped LS 38512 and on the east by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 00°01'35" West, along the west line of said Southwest Quarter, a distance of 360.03 feet to the south line of that parcel of land described in Right-of-Way Agreement recorded March 8, 1978, as reception No. 1746724 of the Weld County Clerk and Recorder (WCCR);

THENCE South 88°33'49" East, along said south line, a distance of 30.01 feet to the east Right of Way line of Colorado Boulevard, and the POINT OF BEGINNING;

THENCE North 00°01'35" East, along said east line, a distance of 30.01 feet;

THENCE South 88°33'49" East a distance of 180.97 feet to the west Right of Way line of Main Street;

THENCE South 00°00'37" East, along said west line, a distance of 30.01 feet to the south line of said reception No. 1746724;

THENCE North 88°33'49" West, along said south line, a distance of 180.99 feet to the POINT OF BEGINNING.

Said described parcel of land contains 5,429 Square Feet or 0.125 Acres, more or less (±).

A parcel of land, being part of Tri-Area Detention Parcels A and B, as recorded August 7, 2001, as Reception No's. 2872350 and 2872351 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 31 and assuming the north line of said Southwest Quarter as bearing South 89°51'45" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,476.96 feet, monumented on the west by a 30.00 foot witness corner being a #6 rebar with a 2.5" aluminum cap stamped LS 38512 and on the east by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 00°01'35" West, along the west line of said Southwest Quarter, a distance of 360.03 feet to the south line of that parcel of land described in Right-of-Way Agreement recorded March 8, 1978, as Reception No. 1746724 of the WCCR;

THENCE South 88°33'49" East, along said south line, a distance of 278.98 feet to the west line of said Tri-Area Detention Parcel A, and the POINT OF BEGINNING;

THENCE North 00°54'45" West, along said west line, a distance of 30.03 feet;

THENCE South 88°33'49" East a distance of 2,101.48 feet;

THENCE North 00°29'24" East a distance of 206.20 feet;

THENCE North 88°59'48" East a distance of 30.01 feet to the west line of that parcel described in Deed of Dedication recorded January 31, 2022, as reception No. 4798616 of the WCCR;

THENCE South 00°29'24" West, along said west line, a distance of 227.37 feet to the north line of Miners Park Town Centre as recorded November 21, 2012, as reception No. 3890351 of the WCCR;

THENCE South 89°37'55" West, along said north line, a distance of 321.16 feet to the south line of said reception No. 1746724;

THENCE North 88°33'49" West, along said south line, a distance of 1,058.77 feet to the east line of West Tract One of said Miners Park Town Centre;

THENCE along the east and north lines of said West Tract One the following two courses;

THENCE North 00°12'07" West a distance of 7.66 feet;

THENCE South 89°37'35" West a distance of 242.41 feet to the south line of said reception No. 1746724;

THENCE North 88°33'49" West, along said south line, a distance of 508.30 feet to the POINT OF BEGINNING.

Said described parcel of land contains 67,587 Square Feet or 1.552 Acres, more or less (±).

A parcel of land, being part Outlot A, Prairie Greens 2, as recorded October 7, 2002, as Reception No. 2993779 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 31 and assuming the south line of the Northeast Quarter as bearing South 89°51'12" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,633.43 feet, monumented on the east by a #6 rebar with a 2" aluminum cap (illegible) and on the west by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 89°51'12" West, along said south line, a distance of 80.00 feet to the west line of that parcel of land described in Right-of-Way Agreement recorded July 7, 1977, as Reception No. 1723829 of the WCCR;

THENCE North 00°29'15" East, along said west line, a distance of 45.34 feet to the south line of said Outlot A and the POINT OF BEGINNING;

THENCE along the south and west lines of said Outlot A the following four courses;

THENCE North 89°31'29" West a distance of 804.55 feet;

THENCE South 72°23'35" West a distance of 29.68 feet;

THENCE South 88°59'12" West a distance of 870.43 feet to the west line of said Outlot A;

THENCE North 01°56'06" West a distance of 22.43 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the east a distance of 7.57 feet, having a Radius of 470.00 feet, a Delta of 00°55'23" and is subtended by a Chord that bears North 01°29'58" West a distance of 7.57 feet;

THENCE departing the west line of said Outlot A, North 88°59'12" East, a distance of 866.48 feet;

THENCE North 72°23'35" East a distance of 30.08 feet;

THENCE South 89°31'29" East a distance of 779.33 feet;

THENCE North 00°29'15" East a distance of 239.40 feet;

THENCE North 89°52'44" East a distance of 80.00 feet to the west line of Weld County Road 15;

THENCE South 00°29'15" West, along said west line, a distance of 30.00 feet;

THENCE South 89°52'44" West a distance of 50.00 feet;

THENCE South 00°29'15" West a distance of 239.71 feet to the POINT OF BEGINNING.

Said described parcel of land contains 59,846 Square Feet or 1.374 Acres, more or less (±).

A parcel of land being part of that parcel of land described in Warranty Deed recorded September 12, 1978, as Reception No. 1766292 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Thirty-two (32), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 32 and assuming the south line of said Northeast Quarter as bearing North 89°52'37" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,619.68 feet monumented on the west by a #6 rebar with a 2.5" aluminum cap stamped LS 24305 and on the east by a #6 rebar with a 2.5" aluminum cap stamped LS 38512 and with all other bearings contained herein relative thereto;

THENCE North 00°27'56" East, along the east line of said Northeast Quarter, a distance of 315.02 feet to the north line of that parcel of land described in Right-of-Way Grant recorded September 12, 1978, as Reception No. 1766293 of the WCCR;

THENCE South 89°52'37" West along said north line, a distance of 130.01 feet to the west line of that parcel of land described in memorandum of agreement recorded July 26, 1967 as reception No. 1506030 of the WCCR and the POINT OF BEGINNING;

THENCE South 00°27'56" West, along said west line, a distance of 14.98 feet to the north line of Lot A, Recorded Exemption No. 1311-32-1-RE1674 as recorded December 17, 1996 as Reception No. 2525399 of the WCCR;

THENCE South 89°52'39" West, along said north line, a distance of 200.00 feet to the West line of said Reception No. 1766292;

THENCE North 00°27'56" East, along said west line, a distance of 14.98 feet to the north line of said Reception No. 1766293;

THENCE North 89°52'37" East a distance of 200.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,996 Square Feet or 0.069 Acres more or less (±).

Temporary Construction Easement Area:

A parcel of land situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 31 and assuming the north line of said Southwest Quarter as bearing South 89°51'45" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,476.96 feet, monumented on the west by a 30.00 foot witness corner being a #6 rebar with a 2.5" aluminum cap stamped LS 38512 and on the east by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE North 89°51'45" East along said north line a distance of 30.00 feet to the east Right-of-Way line of Colorado Boulevard;

THENCE South 00°01'35" West, along said east Right-of-Way line, a distance of 305.84 feet to the POINT OF BEGINNING;

THENCE South 88°33'49" East a distance of 180.96 feet to the west Right-of-Way line of Main Street;

THENCE South 00°00'37" East, along said west line, a distance of 25.01 feet;

THENCE North 88°33'49" West, along said south line, a distance of 180.97 feet to the east Right-of-Way line of Colorado Boulevard;

THENCE North 00°01'35" West, along said east line, a distance of 25.01 feet to the POINT OF BEGINNING.

Said described parcel of land contains 4,524 Square Feet or 0.104 Acres, more or less (±).

A parcel of land, being part of Tri-Area Detention Parcels A and B, as recorded August 7, 2001, as Reception Nos. 2872350 and 2872351 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 31 and assuming the north line of said Southwest Quarter as bearing South 89°51'45" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,476.96 feet, monumented on the west by a 30.00 foot witness corner being a #6 rebar with a 2.5" aluminum cap stamped LS 38512 and on the east by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 89°51'45" West, along said north line, a distance of 64.50 feet to the west line of that parcel of land described in Deed of Dedication recorded January 1, 2022, as Reception No. 4798616 of the WCCR;

THENCE South 00°29'24" West, along said west line, a distance of 138.73 feet to the POINT OF BEGINNING;

THENCE South 00°29'24" West, continuing along said west line, a distance of 50.02 feet;

THENCE South 88°59'48" West a distance of 30.01 feet;

THENCE South 00°29'24" West a distance of 166.20 feet to the north line of that parcel of land described in Right-of-Way Agreement recorded June 28, 1976, as Reception No. 1692380 of the WCCR;

THENCE North 88°33'49" West, along said north line, a distance of 50.01 feet;

THENCE North 00°29'24" East a distance of 214.09 feet;

THENCE North 88°59'48" East a distance of 80.03 feet to the POINT OF BEGINNING.

Said described parcel of land contains 12,258 Square Feet or 0.281 Acres, more or less (±).

A parcel of land, being part of Outlot A, Miners Park Town Centre, as recorded November 21, 2012, as Reception No. 3890351 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 31 and assuming the north line of said Southwest Quarter as bearing South 89°51'45" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,476.96 feet, monumented on the west by a 30.00 foot witness corner being a #6 rebar with a 2.5" aluminum cap stamped LS 38512 and on the east by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 00°29'24" West, along the east line of said Southwest Quarter, a distance of 428.01 feet to the south line of that parcel of land described in Right-of-Way Agreement recorded March 8, 1978, as Reception No. 1746724 of the WCCR;

THENCE North 88°33'49" West, along said south line, a distance of 64.51 feet to the west line of that parcel of land described in Deed of Dedication recorded January 31, 2022, as Reception No. 4798616 of the WCCR and the POINT OF BEGINNING;

THENCE South 00°29'24" West, along said west line, a distance of 50.01 feet;

THENCE North 88°33'49" West a distance of 507.90 feet to the southwesterly line of said Outlot A and a Point of Curvature (PC), non-tangent to the aforesaid line;

THENCE along the southwesterly and north lines of said Outlot A the following two courses;

THENCE along the arc of a curve concave to the southwest a distance of 109.15 feet, having a Radius of 347.00 feet, a Delta of 18°01'20" and is subtended by a Chord that bears North 66°25'10" West a distance of 108.70 feet;

THENCE North 89°37'55" East along a line non-tangent to the aforesaid curve a distance of 286.72 feet to the south line of said Reception No. 1746724;

THENCE South 88°33'49" East, along said south line, a distance of 321.17 feet to the POINT OF BEGINNING.

Said described parcel of land contains 26,741 Square Feet or 0.614 Acres, more or less (±).

A parcel of land, being part Ninth Street, Carriage Hills Filing No. 1, recorded March 16, 2005, as Reception No. 3268885 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 31 and assuming the north line of the Southeast Quarter as bearing South 89°51'12" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,633.43 feet, monumented on the east by a #6 rebar with a 2" aluminum cap (illegible) and on the west by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 00°29'24" West, along the west line of said Southeast Quarter, a distance of 217.78 feet, to the north line of said Reception No. 3268885 and the POINT OF BEGINNING;
THENCE along the north, east and south lines of said Ninth Street, the following three courses;
THENCE North 88°59'48" East a distance of 800.68 feet to the east line of said Reception No. 3268885;

THENCE South 01°56'06" East, along said east line, a distance of 54.01 feet;

THENCE South 88°59'48" West, along said south line and the prolongation thereof, a distance of 802.97 feet to the west line of said Reception No. 3268885;

THENCE North 00°29'24" East a distance of 54.02 feet to the POINT OF BEGINNING.

Said described parcel of land contains 43,299 Square Feet or 0.994 Acres, more or less (±).

A parcel of land, being part Outlot A, Prairie Greens 2, as recorded October 7, 2002, as Reception No. 2993779 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Thirty-one (31), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 31 and assuming the south line of the Northeast Quarter as bearing South 89°51'12" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,633.43 feet, monumented on the east by a #6 rebar with a 2" aluminum cap (illegible) and on the west by a #6 rebar with a 2.5" aluminum cap stamped LS 24305, and with all other bearings contained herein relative thereto;

THENCE South 89°51'12" West, along said south line, a distance of 110.01 feet;
THENCE North 00°29'15" East a distance of 75.67 feet to the POINT OF BEGINNING;
THENCE North 89°31'29" West a distance of 779.33 feet;
THENCE South 72°23'35" West a distance of 30.08 feet;
THENCE South 88°59'12" West a distance of 866.48 feet to the west line of said Outlot A and a Point of Curvature (PC);
THENCE along the arc of a curve concave to the east a distance of 50.09 feet, having a Radius of 470.00 feet, a Delta of 06°06'24" and is subtended by a Chord that bears North 02°00'55" East a distance of 50.07 feet;
THENCE North 88°59'12" East along a line non-tangent to the aforesaid curve a distance of 856.54 feet;
THENCE North 72°23'35" East a distance of 30.74 feet;
THENCE South 89°31'29" East a distance of 787.32 feet;
THENCE South 00°30'44" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 83,785 Square Feet or 1.923 Acres, more or less (±).

A parcel of land, being part of Outlot A, Angel View Estates, as recorded April 9, 2001, as Reception No. 2838721 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Thirty-two (S32), Township Two North (T.2N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado and being more particularly described as follows: .

COMMENCING at the West Quarter Corner of said Section 32 and assuming the south line of said Northwest Quarter as bearing North 89°52'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,631.95 feet, monumented on the west by a #6 rebar with a 2" aluminum cap (illegible) and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 24305 on the east and with all other bearings contained herein relative thereto;

THENCE North 00°29'15" East, along the west line of said Northwest Quarter, a distance of 382.26 feet;

THENCE South 89°30'45" East a distance of 319.81 feet to the POINT OF BEGINNING;

THENCE North 00°29'15" East a distance of 550.00 feet;

THENCE South 89°30'45" East a distance of 250.00 feet;

THENCE South 00°29'15" West a distance of 550.00 feet;

THENCE North 89°30'45" West a distance of 250.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 137,500 Square Feet or 3.157 Acres, more or less (±).

WHEREAS, the Town desires to grant, and the Central Weld County Water District ("District") desires to accept, a permanent easement and temporary construction easement (attached hereto) for the purpose of construction of a 30" water line from Colorado Boulevard to Wheatlands Boulevard south of Eighth Street to allow for expansion of the service area of the Town's water tank over a portion of the Town's property described above.

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

Section 1. Grant of Permanent and Temporary Construction Easements.

- a. The Board of Trustees approves the grant of both a permanent and temporary construction easement ("easements") to the Central Weld County Water District, generally located as set forth above and more particularly described in Exhibit A.
- b. The Board of Trustees authorizes the execution of the easements by the Mayor on behalf of the Town of Frederick.

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

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution

are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify 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 9th DAY OF JULY, 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A

Easement Agreements

PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT

THIS PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT ("Agreement"), is made by and between the Town of Frederick, Colorado, a Colorado statutory town, whose address is 401 Locust Street, Frederick, CO 80530 ("Town"), and Central Weld County Water District, a quasi-municipal corporation whose address is 2235 2nd Avenue, Greeley, CO 80631 ("District"). Town and District may be individually referred to as a "Party" and collectively referred to herein as "Parties."

AGREEMENT

1. Town's Property. Town is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

2. Grant of Easement to District. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby grants, sells, and conveys to District, its successors, and assigns a Perpetual Non-Exclusive Easement ("Easement") on, under, through, over, and across a portion of the Property owned by Town, as described and depicted in Exhibit B attached hereto and incorporated herein by this reference the ("Easement Area"), the right to (a) construct, reconstruct, inspect, lay, install, upgrade, increase line size or capacity, operate, repair, maintain, inspect, upgrade, replace, remove, and operate one or more lines for the transmission, distribution, and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs, communication lines, and other fixtures ("Improvements"), at any time and from time to time as may be useful to, or required by District (subject to the requirements of this Agreement); (b) mark the location of the easement by suitable markers set in the ground, provided that any such markers remaining after the period of construction shall be placed in fences or other locations that will not interfere with any reasonable use Town will make of the Property; and (c) the right to enter and the right of ingress to and egress from the Property and Easement Area over, across and upon the Property and Easement Area by means of any roads or lanes now or hereafter located thereon.

3. Reservation of Rights to Town. Town reserves the right to use and occupy the Easement Area for any and all lawful purposes that are not inconsistent with the rights and privileges above granted, and that will not interfere with or endanger the Improvements or otherwise interfere with District's rights hereunder. Town may install and maintain groundcovers and landscaping (except trees) within the Easement Area without permission from District, and provided further that District does not interfere with Improvements that were previously approved by Town. Town shall not diminish the groundcover over the water lines and shall not substantially add to the groundcover over the water lines or their appurtenances.

4. District's Obligations.

- a. District shall submit engineering plans for the Improvements ("Plans") to Town for Town's review and approval, and shall not commence construction of the Improvements until after said approval is granted. District assumes all risk of such damages.
- b. District shall provide 48 hours' notice to Town prior to construction of the Improvements. Improvements shall be constructed in accordance with the approved Plans. Any changes to the Plans must be approved by Town before such changes are implemented. Town's review of the plans is solely for the benefit of Town, and does not shift any responsibility for the design, construction, operation, or failure of the Improvements to Town.
- c. Upon substantial completion of the Improvements, and prior to the covering of the Improvements, District shall notify Town, and Town shall have the right to inspect the Improvements to confirm that they are constructed in accordance with the Plans. If District fails to so notify Town, Town may require District to expose the Improvements for Town's inspection at District's sole cost and expense.
- d. District shall ensure that all work within the Easement Area is completed in a prompt and workmanlike manner, free of all liens and encumbrances against the Property.
- e. District shall, at District's sole cost and expense, restore or repair to original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, any damages that arise from the construction, reconstruction, inspection, maintenance, repair, or failure of said Improvements, whether such damages occur within the Easement Area, the Property, or on adjoining rights-of-way. Except in the case of emergency repairs, all construction, reconstruction, inspection, maintenance, or repair activities that require disturbance of the surface of the ground shall be coordinated with the Town so as to ensure that there is no unreasonable interference with Town's use of the Property, the Easement Area, or any adjacent right-of-way. In the case of emergency repairs, District may commence work immediately, but shall notify Town as soon as practicable of the emergency, the need for repairs, the nature of the repairs, and the repair schedule.
- f. District shall be responsible for all utility locate responsibilities.

5. Termination; Abandonment. In case District shall fail to install the Improvements within the Easement Area within five years after the date of mutual execution of this Agreement, or otherwise permanently abandons the Easement by notice to Town or by ceasing to use the same for

a period of two consecutive years, all right, title, and interest hereunder of District shall revert to the then-owner or owners of the Property as their interests may appear.

6. Permits, Approvals, Licenses, and Consents. District is solely responsible for obtaining any permits, approvals, licenses, and consents, and meeting any other legal obligations or requirements including those imposed by any governmental authority prior to construction of Improvements within the Easement Area. Town shall not object to or otherwise interfere with any application for any such permits, approvals, licenses, or consents, provided that same are consistent with the plans for the Improvements that are reviewed and approved by Town.

7. Liability. The District shall be liable to the extent allowed by law for loss and damage that shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment in the exercise of rights under this Agreement.

8. No Warranty of Title. The grant or grants made by Town under this Agreement are without any representation or warranty of title of any nature. Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of Town, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of Town to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted including the elimination of those rights and interests—constitute a default under this Agreement.

9. No Multi-Year Fiscal Commitment. Any financial obligation of the Town or District related to this Agreement is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Neither the Town or District warrants that funds will be available to fund this Agreement beyond the fiscal year in which it is executed.

10. Colorado Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by Town or District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as applicable now or hereafter amended (“CGIA”), nor does either Party waive any argument that the CGIA does not apply to claims or defenses related to this Agreement or arising out of the construction, existence, use, operation, or failure of the Improvements.

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

12. Entire Agreement. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.

13. Successors and Assigns. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, and assignees.

14. Headings. Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

16. Recording. The Parties agree that this Perpetual Easement shall be recorded, at District's sole cost, in the office of the Weld County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date last below undersigned.

[Signature Pages Follow]

TOWN:

By _____, Mayor

ATTEST:

_____, Town Clerk

[illegible]

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this _____ day of _____, 2024, by
_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Town's Property

EXHIBIT B

Legal Description of Temporary Easement Area

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 20__ ("Effective Date"), by and between the Town of Frederick, Colorado, a Colorado statutory town, whose address is 401 Locust Street, Frederick, CO 80530 ("Town"), and Central Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 2235 2nd Avenue, Greeley, Colorado 80631 ("District").

1. TOWN'S PROPERTY. Town is the owner of that certain parcels of real property located in Weld County, Colorado, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

2. GRANT OF TEMPORARY EASEMENT. For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Town has granted, bargained, sold, and conveyed, and by this Agreement does grant, bargain, sell, convey, and confirm unto the District, its successors, and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across, and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Temporary Easement Area").

3. PURPOSES AND USES OF TEMPORARY EASEMENT. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, and constructing one buried water pipeline, in whole or in part, and all necessary subsurface and surface appurtenances and facilities for the transportation of water and the operation of water facilities (the "Improvements"), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Allowing the District's contractors, agents, and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools, and other equipment that may be used or required in the construction of the Improvements; and
- (c) Marking the location of the Temporary Easement Area by suitable markers set in the ground; and
- (d) All other rights necessary and incident to the full and complete use and enjoyment of the Temporary Easement for the purpose herein granted.
- (e) If work shall take place within the Town's right-of-way, a right-of-way permit shall be required.
- (f) If grading is over one (1) acre of disturbance, a grading permit shall be required.

4. TERM. The Temporary Easement shall begin on _____ ("Beginning Date") and shall terminate two years after such Beginning Date.

5. ADDITIONAL RIGHTS OF THE DISTRICT. Town further grants to the District, its successors, and assigns:

- (a) The right of ingress and egress to and from the Temporary Easement Area over, across, and upon the Property by means of any roads or lanes now or hereafter located thereon; and
- (b) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above; and
- (c) The District shall have the right to use so much of the Temporary Easement Area during surveying and construction of the Improvements as may be reasonably required, provided, however, that such activities shall not interfere unreasonably with Town's use and enjoyment of the adjoining premises. The District and its permitted assigns and licensees shall repair any damage to the Temporary Easement Area caused by the District's use of such area.

6. DISTRICT'S OBLIGATIONS. In connection with the District's use of the Temporary Easement Area, the District shall:

- (a) District shall submit engineering plans for the Improvements ("Plans") to Town for Town's review and approval, and shall not commence construction of the Improvements until after said approval is granted; and
- (b) District shall provide 48 hours' notice to Town prior to construction of the Improvements. Improvements shall be constructed in accordance with the approved Plans. Any changes to the Plans must be approved by Town before such changes are implemented. Town's review of the plans is solely for the benefit of Town, and does not shift any responsibility for the design, construction, operation, or failure of the Improvements to Town; and
- (c) Upon substantial completion of the Improvements, and prior to the covering of the Improvements, District shall notify Town, and Town shall have the right to inspect the Improvements to confirm that they are constructed in accordance with the Plans. If District fails to so notify Town, Town may require District to expose the Improvements for Town's inspection at District's sole cost and expense; and
- (d) District shall ensure that all work within the Temporary Easement is completed in a prompt and workmanlike manner, free of all liens and encumbrances against the Property; and
- (e) District shall, at District's sole cost and expense, restore or repair to original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, any damages that arise from the construction and inspection of said Improvements, whether such damages occur within the Temporary Easement, the Property, or on adjoining rights-of-way. Except in the case of emergency repairs, all construction and inspection activities that require disturbance of the surface of the

ground shall be coordinated with the Town so as to ensure that there is no unreasonable interference with Town's use of the Property, the Temporary Easement, or any adjacent right-of-way. In the case of emergency repairs, District may commence work immediately, but shall notify Town as soon as practicable of the emergency, the need for repairs, the nature of the repairs, and the repair schedule; and

- (f) District shall be responsible for all utility locate responsibilities.

7. MAINTENANCE AND RESTORATION OF TEMPORARY EASEMENT AREA.

- (a) Town will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material within the Temporary Easement Area; and
- (b) Upon completion of construction of the Improvements, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition compatible to its prior condition as of _____, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Town, correction of any subsidence and restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

8. NO WARRANTY OF TITLE. The grant or grants made by Town under this Agreement are without any representation or warranty of title of any nature. Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of Town, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of Town to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted—including the elimination of those rights and interests—constitute a default under this Agreement.

9. ADDITIONAL TERMS AND CONDITIONS.

- (a) **Permits, Approvals, Licenses, and Consents.** District is solely responsible for obtaining any permits, approvals, licenses, and consents, and meeting any other legal obligations or requirements including those imposed by any governmental authority prior to construction of Improvements within the Temporary Easement. Town shall not object to or otherwise interfere with any application for any such permits, approvals, licenses, or consents, provided that same are consistent with the plans for the Improvements that are reviewed and approved by Town.
- (b) **Liability.** The District shall be liable to the extent allowed by law for loss and damage that shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment in the exercise of rights under this Agreement.
- (c) **Construction.** Whenever used herein, the singular includes the plural, the plural the singular, and the use of any gender is applicable to all genders.

- (d) **No Multi-Year Fiscal Commitment.** Any financial obligation of the Town or District related to this Agreement is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Neither the Town or District warrants that funds will be available to fund this Agreement beyond the fiscal year in which it is executed.
- (e) **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the Town or District's immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.
- (f) **Binding Effect.** All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors, and assigns.
- (g) **Severability and Reformation.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the Parties.
- (h) **Counterparts.** This Agreement may be executed in several counter parts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (i) **Entire Agreement.** The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.
- (j) **Headings.** Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

TOWN:

By _____, Mayor

ATTEST:

_____, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

By: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of CENTRAL WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Notary Public

My Commission expires: _____

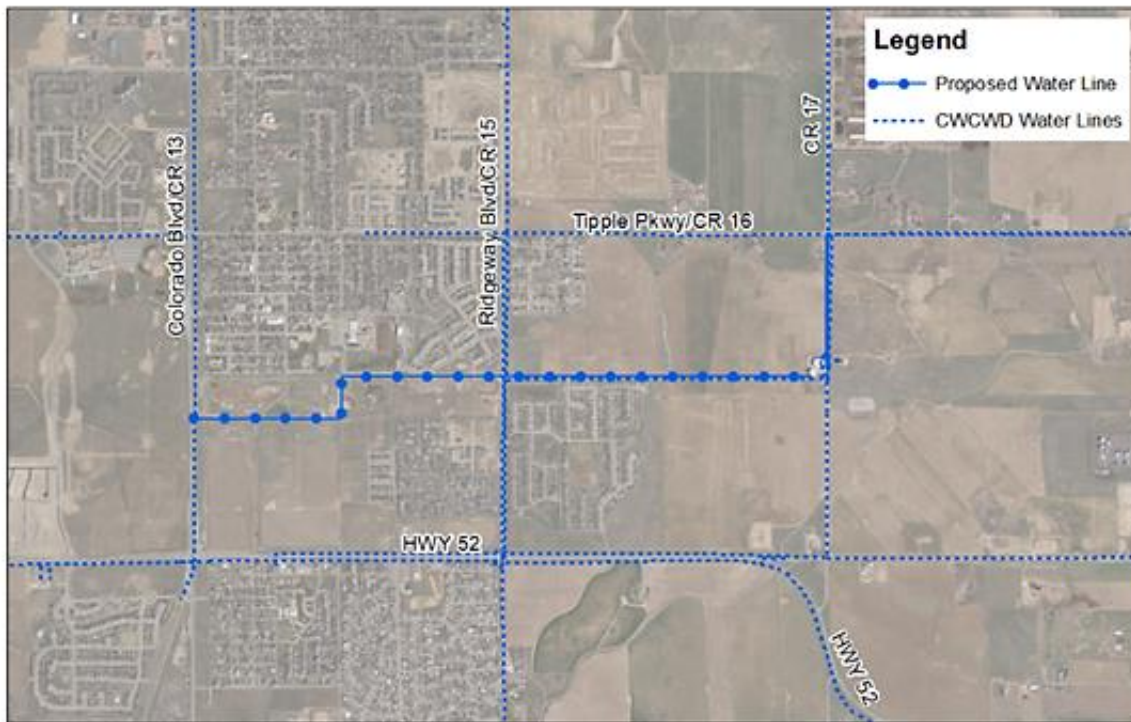
EXHIBIT A

Legal Description of Town's Property

EXHIBIT B

Legal Description of Temporary Easement Area

Attachment A





Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 24-R-47 Consideration of the Third Amendment to the Carriage Hills Filing 1 MOAPI

Agenda Date: 07/09/2024 BOT Meeting

Attachments:

1. Resolution
2. BRC CHF1RA Pay App #13
3. Carriage Hills Town of Frederick Reimbursment Invoice
4. Carriage Hill Filing 1 MOAPI Third Amendment

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS

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

Summary Statement:

This request updates Exhibit F of the Carriage Hills Filing 1 MOAPI from Engineer's Costs Estimates to actual contractor invoice amounts for the project. This update is in line with the Town's original commitment to pay actual construction cost.

Detail of Issue/Request:

The First Amendment to the Carriage Hills Filing 1 MOAPI for the Carriage Hills Filing 1 Replat A development was approved June 16th, 2022 with construction completed 2023 and Conditional Acceptance of public improvements granted May 15th, 2024 due to issues with off-site drainage conveyance.

With the construction cost increases witnessed in fiscal year 2023, the construction of Maple Street adjacent to the Town owned properties at Centennial Park was higher than the Engineers Opinion of Probable Costs (EOPC) found in Exhibit B. The estimated cost of \$173,993.05 being lower than the actual construction cost of \$192,839.75 a difference of \$18,846.70. With the developer initiating construction in short succession to the Boards approval of Carriage Hills Filing 1 Replat A final plat and its associated MOAPI, staff feels it is appropriate to reimburse for the market cost of the Maple Street construction.

Legal Comments:

The Third Amendment to the MOAPI has been reviewed by the Town Attorney's Office and have drafted a resolution.

Alternatives/Options

The Board may choose to approve the requested Second Amendment to reimburse the developer for the actual cost of construction for the Town's obligation related to the construction of Maple Street adjacent to Town owned property in the amount of \$192,839.75.

The Board may choose deny the request and only reimburse the developer the previously approved amount of \$173,993.05 passed with the First Amendment.

Financial Considerations

Funds for the for the higher reimbursement amount and actual cost of construction were approved by the Board as part of the 2024 budget.

Staff Recommendation

Staff recommends approval of the MOAPI Third Amendment updates and Resolution 24-R-47.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-47**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING A THIRD AMENDMENT TO THE MEMORANDUM OF
AGREEMENT FOR PUBLIC IMPROVEMENTS FOR CARRIAGE HILLS
FILING NO. 1**

WHEREAS, the parties entered into a Memorandum of Agreement for Public Improvements (“MOAPI”) on February 18, 2005, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 3268883; and

WHEREAS, the parties entered into a First Amendment to the Memorandum of Agreement for Public Improvements (“First Amendment”) on June 16th, 2022, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 4844739; and

WHEREAS, the parties entered into a Second Amendment to the Memorandum of Agreement for public Improvements (“Second Amendment”) on March 26th, 2024, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 4966727; and

WHEREAS, Exhibit F of the MOAPI requires reimbursement from the Town to the Developer for the actual cost of construction in the amount of \$173,993.05; and

WHEREAS, contractor invoices demonstrate that the cost is \$192,839.75; and

WHEREAS, the change in costs requires an amendment to the MOAPI to which the parties have agreed (“Third Amendment”).

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

Section 1. The Second Amendment to the Memorandum of Agreement for Public Improvements for Carriage Hills Filing No. 1 attached hereto as Exhibit A is approved. The mayor is hereby authorized to execute the agreement.

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

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

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

INTRODUCED, READ, PASSED, AND SIGNED 9TH DAY OF JULY 2024.

ATTEST:

TOWN OF FREDERICK

By _____

Tricia David, Town Clerk

By _____

Tracie Crites, Mayor

Application and Certificate For Payment

Page 1

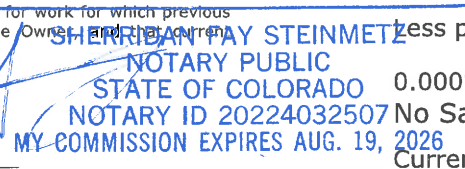
To Owner: Carriage Hills Development Inc 1040 S Gaylord Street Suite 1 Denver, CO 80209 From (Contractor): Bison Ridge Construction, LLC 1935 65th Ave Ste A Greeley, CO 80634 Phone: 970 685-4803	Project: Carriage Hills Filing 1 Linden St 14th St Frederick, CO 80530 Contractor Job Number: 22-005 Via (Architect): Contract For:	Application No: 13 Date: 06/15/2023 Period To: 06/15/23 Architect's Project No: Contract Date:
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Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	635,350.00	
Number Date Approved Change orders approved this month		
Totals		
Net change by change orders	635,350.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the amount of payment shown herein is now due.

Contractor:
By: Gerardo Hernandez Date: 06/15/23
State of: Colorado County of: Weld
Subscribed and sworn to before me this 15 day of June
2023 (year). Notary public: [Signature]
My commission expires 08/19/2026



Original contract sum	3,083,340.00
Net change by change orders	635,350.00
Contract sum to date	3,718,690.00
Total completed and stored to date	3,414,005.00
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	3,414,005.00
Less previous certificates of payment	3,243,304.75
0.000% of taxable amount	0.00
No Sales or Use Tax	
Current sales tax	0.00

Current payment due	170,700.25
Balance to finish, including retainage	304,685.00

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: Carriage Hills Development Inc
 From (Contractor): Bison Ridge Construction, LLC
 Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
 Contractor's Job Number: 22-005
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
01 SITE WORK														
-1000	SITE WORK	0.0000	0.000 EA		0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-1001	Mobilization	13,750.0000	1.000 EA		13,750.00	1.000	13,750.00	0.000	0.00	1.000	13,750.00	100.0	0.00	
-1002	Sanitary Station & Dumpster	1,100.0000	6.000 MTH		6,600.00	6.000	6,600.00	0.000	0.00	6.000	6,600.00	100.0	0.00	
-1003	Potholing	250.0000	40.000 HR		10,000.00	40.000	10,000.00	0.000	0.00	40.000	10,000.00	100.0	0.00	
-1004	Surveying & As-builts	56,100.0000	1.000 LS		56,100.00	100.00 %	56,100.00	0.00 %	0.00	100.00 %	56,100.00	100.0	0.00	
-1005	Material Testing & Pavement	64,350.0000	1.000 LS		64,350.00	100.00 %	64,350.00	0.00 %	0.00	100.00 %	64,350.00	100.0	0.00	
-1006	Site Cleanup	330.0000	40.000 LOT		13,200.00	40.000	13,200.00	0.000	0.00	40.000	13,200.00	100.0	0.00	
-1007	Street Sweeping - Budget	220.0000	80.000 HR		17,600.00	80.000	17,600.00	0.000	0.00	80.000	17,600.00	100.0	0.00	
Total SITE WORK					181,600.00		181,600.00		0.00		181,600.00		0.00	
02 EROSION														
-1000	EROSION CONTROL	0.0000	1.000 EA		0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-1001	INITIAL	0.0000	1.000 EA		0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-1002	Mobilization - Erosion Control	1,050.0000	1.000 EA		1,050.00	1.000	1,050.00	0.000	0.00	1.000	1,050.00	100.0	0.00	
-1003	Stabilized Staging Area	3,850.0000	1.000 EA		3,850.00	1.000	3,850.00	0.000	0.00	1.000	3,850.00	100.0	0.00	
-1004	Vehicle Tracking Pad	2,750.0000	1.000 EA		2,750.00	1.000	2,750.00	0.000	0.00	1.000	2,750.00	100.0	0.00	
-1005	Concrete Washout	1,375.0000	1.000 EA		1,375.00	1.000	1,375.00	0.000	0.00	1.000	1,375.00	100.0	0.00	
-1006	Silt Fence Around Site	1.6500	2,800.000 LF		4,620.00	2,800.000	4,620.00	0.000	0.00	2,800.000	4,620.00	100.0	0.00	
-1007	Initial Inlet Protection	385.0000	2.000 EA		770.00	2.000	770.00	0.000	0.00	2.000	770.00	100.0	0.00	
-1008	Erosion Control Maintenance	3,300.0000	3.000 MTH		9,900.00	3.000	9,900.00	0.000	0.00	3.000	9,900.00	100.0	0.00	
-2000	INTERIM	0.0000	0.000 EA		0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-2001	Mobilization - Erosion Control	1,050.0000	1.000 EA		1,050.00	1.000	1,050.00	0.000	0.00	1.000	1,050.00	100.0	0.00	
-2002	Interim Inlet Protection	385.0000	7.000 EA		2,695.00	7.000	2,695.00	0.000	0.00	7.000	2,695.00	100.0	0.00	
-2003	Interim Rock Socks	165.0000	15.000 EA		2,475.00	15.000	2,475.00	0.000	0.00	15.000	2,475.00	100.0	0.00	
-2004	Erosion Control Maintenance	3,300.0000	1.000 MTH		3,300.00	1.000	3,300.00	0.000	0.00	1.000	3,300.00	100.0	0.00	
-3000	FINAL	0.0000	0.000 EA		0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-3001	Mobilization - Erosion Control	1,050.0000	1.000 EA		1,050.00	1.000	1,050.00	0.000	0.00	1.000	1,050.00	100.0	0.00	
-3002	Mobilization - Seed and Mulch	2,050.0000	1.000 EA		2,050.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-3003	Final Seed and Mulch	2,500.0000	13.000 AC		32,500.00	0.000	0.00	0.000	0.00	0.000	0.00	0.0	0.00	
-3004	Silt Fence Back of Curb	1.8500	6,210.000 LF		11,488.50	6,210.000	11,488.50	0.000	0.00	6,210.000	11,488.50	100.0	0.00	
-3005	Erosion Control Maintenance	3,300.0000	1.000 MTH		3,300.00	1.000	3,300.00	0.000	0.00	1.000	3,300.00	100.0	0.00	
Total EROSION					84,223.50		49,673.50		0.00		49,673.50		0.00	

Application and Certificate For Payment -- page 3

To Owner: Carriage Hills Development Inc
 From (Contractor): Bison Ridge Construction, LLC
 Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
 Contractor's Job Number: 22-005
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
03 EARTHWORK														
-1000	EARTHWORK	0.0000	.000 EA		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	Earthwork Mobilization	20,000.0000	1.000 EA		20,000.00	1.000	20,000.00	.000	0.00	1.000	20,000.00	100.0	0.00	
-1002	Clear & Grub Site Tree Removal	18,500.0000	1.000 LS		18,500.00	100.00 %	18,500.00	0.00 %	0.00	100.00 %	18,500.00	100.0	0.00	
-1003	Onsite Cut/Fill, BLK 1-S Subex	2.2500	2,500.000 CY		5,625.00	2,500.000	5,625.00	.000	0.00	2,500.000	5,625.00	100.0	0.00	
-1004	Strip Site & Stockpile	2.7500	8,500.000 CY		23,375.00	8,500.000	23,375.00	.000	0.00	8,500.000	23,375.00	100.0	0.00	
-1005	Onsite Cut/Fill, BLK 1-S Subex	3.3000	168,693.000 CY		556,693.50	168,693.000	556,693.50	.000	0.00	168,693.000	556,693.50	100.0	0.00	
-1006	Stockpile on BLK 6	3.3000	25,000.000 CY		82,500.00	25,000.000	82,500.00	.000	0.00	25,000.000	82,500.00	100.0	0.00	
-1007	Haul from Stockpile - 14th St	3.5000	5,000.000 CY		17,500.00	5,000.000	17,500.00	.000	0.00	5,000.000	17,500.00	100.0	0.00	
Total EARTHWORK					726,693.50		726,693.50		0.00		726,693.50		0.00	
04 SANITARY SEWER														
-1000	SANITARY SEWER SYSTEM	0.0000	.000 EA		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	4" Sanitary Sewer Service	2,200.0000	40.000 EA		88,000.00	10.000	22,000.00	.000	0.00	10.000	22,000.00	25.0	0.00	
-1002	20' Sewer Concrete Encasement	4,900.0000	1.000 EA		4,900.00	1.000	4,900.00	.000	0.00	1.000	4,900.00	100.0	0.00	
-1003	Adjust Ex. Sanitary Sewer MH	610.0000	13.000 EA		7,930.00	13.000	7,930.00	.000	0.00	13.000	7,930.00	100.0	0.00	
-1004	Sewer Testing, Video, Jetting	5.5000	1,810.000 LF		9,955.00	1,810.000	9,955.00	.000	0.00	1,810.000	9,955.00	100.0	0.00	
Total SANITARY SEWER					110,785.00		44,785.00		0.00		44,785.00		0.00	
05 WATER IMPROVEMENTS														
-1000	WATER IMPROVEMENTS	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	Connect To Existing 8" Water	1,520.0000	4.000 EA		6,200.00	4.000	6,200.00	.000	0.00	4.000	6,200.00	100.0	0.00	
-1002	8" Water Main	71.0000	2,920.000 LF		207,320.00	2,920.000	207,320.00	.000	0.00	2,920.000	207,320.00	100.0	0.00	
-1003	34" Water Serv. w/ Meter Pit	3,225.0000	40.000 EA		129,000.00	40.000	129,000.00	.000	0.00	40.000	129,000.00	100.0	0.00	
-1004	Fire Hydrant Assy.	8,625.0000	3.000 EA		26,025.00	3.000	26,025.00	.000	0.00	3.000	26,025.00	100.0	0.00	
-1005	8" GV	2,800.0000	11.000 EA		30,800.00	11.000	30,800.00	.000	0.00	11.000	30,800.00	100.0	0.00	
-1006	8" Cross	1,525.0000	1.000 EA		1,525.00	1.000	1,525.00	.000	0.00	1.000	1,525.00	100.0	0.00	
-1007	8" Tee	1,350.0000	3.000 EA		4,050.00	3.000	4,050.00	.000	0.00	3.000	4,050.00	100.0	0.00	
-1008	8" Horizontal Bends	950.0000	3.000 EA		2,850.00	3.000	2,850.00	.000	0.00	3.000	2,850.00	100.0	0.00	
-1009	8" Blow Off	3,000.0000	3.000 EA		9,000.00	3.000	9,000.00	.000	0.00	3.000	9,000.00	100.0	0.00	
-1010	8" Water Lowering	4,925.0000	5.000 EA		24,625.00	5.000	24,625.00	.000	0.00	5.000	24,625.00	100.0	0.00	
-1011	Water Main Testing	2.2000	2,920.000 LF		6,424.00	2,920.000	6,424.00	.000	0.00	2,920.000	6,424.00	100.0	0.00	
Total WATER IMPROVEMENTS					447,819.00		447,819.00		0.00		447,819.00		0.00	

Application and Certificate For Payment -- page 4

To Owner: Carriage Hills Development Inc
From (Contractor): Bison Ridge Construction, LLC
Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
Contractor's Job Number: 22-005
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
-1000	STORM SEWER	0.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	Tie Into Existing 18" RCP	1,275.0000	2.000	EA	2,550.00	2.000	2,550.00	.000	0.00	2.000	2,550.00	100.0	0.00	
-1002	Tie Into Existing 36" RCP	1,400.0000	1.000	EA	1,400.00	1.000	1,400.00	.000	0.00	1.000	1,400.00	100.0	0.00	
-1003	18" RCP	86.0000	880.000	LF	75,680.00	880.000	75,680.00	.000	0.00	880.000	75,680.00	100.0	0.00	
-1004	24" RCP	112.0000	336.000	LF	37,632.00	336.000	37,632.00	.000	0.00	336.000	37,632.00	100.0	0.00	
-1005	36" RCP	156.0000	552.000	LF	86,112.00	552.000	86,112.00	.000	0.00	552.000	86,112.00	100.0	0.00	
-1006	14"x23" HERCP	130.0000	48.000	LF	6,240.00	48.000	6,240.00	.000	0.00	48.000	6,240.00	100.0	0.00	
-1007	19"x30" HERCP	164.0000	24.000	LF	3,936.00	24.000	3,936.00	.000	0.00	24.000	3,936.00	100.0	0.00	
-1008	24"x36" HERCP	180.0000	48.000	LF	8,640.00	48.000	8,640.00	.000	0.00	48.000	8,640.00	100.0	0.00	
-1009	4' Storm MH	6,575.0000	5.000	EA	32,875.00	5.000	32,875.00	.000	0.00	5.000	32,875.00	100.0	0.00	
-1010	4' Box Base MH	9,800.0000	4.000	EA	39,200.00	4.000	39,200.00	.000	0.00	4.000	39,200.00	100.0	0.00	
-1011	5' Type R Inlet w/ Sump	7,525.0000	1.000	EA	7,525.00	1.000	7,525.00	.000	0.00	1.000	7,525.00	100.0	0.00	
-1012	10' Type R Inlet w/ Sump	11,100.0000	4.000	EA	44,400.00	4.000	44,400.00	.000	0.00	4.000	44,400.00	100.0	0.00	
-1013	15' Type R Inlet w/ Sump	13,900.0000	1.000	EA	13,900.00	1.000	13,900.00	.000	0.00	1.000	13,900.00	100.0	0.00	
-1014	18' Concrete Joint Encasement	5,125.0000	2.000	EA	10,250.00	2.000	10,250.00	.000	0.00	2.000	10,250.00	100.0	0.00	
-2000	OFFSITE STORM	0.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-2001	36" RCP	156.0000	576.000	LF	89,856.00	576.000	89,856.00	.000	0.00	576.000	89,856.00	100.0	0.00	
-2002	36" FES w/ Rip Rap	6,250.0000	1.000	EA	6,250.00	1.000	6,250.00	.000	0.00	1.000	6,250.00	100.0	0.00	
-2003	4' Box Base MH	9,800.0000	3.000	EA	29,400.00	3.000	29,400.00	.000	0.00	3.000	29,400.00	100.0	0.00	
-2004	18' Concrete Joint Encasement	5,125.0000	1.000	EA	5,125.00	1.000	5,125.00	.000	0.00	1.000	5,125.00	100.0	0.00	
Total STORM SEWER					500,971.00		500,971.00		0.00		500,971.00		0.00	

07 CONCRETE

-1000	CONCRETE	0.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	Concrete Mobilization	3,850.0000	1.000	EA	3,850.00	1.000	3,850.00	.000	0.00	1.000	3,850.00	100.0	0.00	
-1002	Subgrade Prep (LF)	2.7000	9,015.000	LF	24,340.50	9,015.000	24,340.50	.000	0.00	9,015.000	24,340.50	100.0	0.00	
-1003	Subgrade Prep (SF)	1.7500	1,840.000	SF	3,220.00	1,840.000	3,220.00	.000	0.00	1,840.000	3,220.00	100.0	0.00	
-1004	Subgrade Prep (EA)	405.0000	19.000	EA	7,695.00	19.000	7,695.00	.000	0.00	19.000	7,695.00	100.0	0.00	
-1005	Mountable Curb and Gutter	28.5000	2,890.000	LF	82,125.00	2,890.000	82,125.00	.000	0.00	2,890.000	82,125.00	100.0	0.00	
-1006	Vertical Curb and Gutter	23.5000	2,890.000	LF	67,915.00	2,890.000	67,915.00	.000	0.00	2,890.000	67,915.00	100.0	0.00	
-1007	5' Detached Sidewalk	29.0000	3,625.000	LF	105,125.00	3,625.000	105,125.00	.000	0.00	3,625.000	105,125.00	100.0	0.00	
-1008	Handicap Ramp	3,550.0000	11.000	EA	39,050.00	11.000	39,050.00	.000	0.00	11.000	39,050.00	100.0	0.00	
-1009	Remove Handicap Ramp	935.0000	5.000	EA	4,675.00	5.000	4,675.00	.000	0.00	5.000	4,675.00	100.0	0.00	
-1010	Remove Alleyway Entrance	660.0000	3.000	EA	1,980.00	3.000	1,980.00	.000	0.00	3.000	1,980.00	100.0	0.00	

Application and Certificate For Payment -- page 5

To Owner: Carriage Hills Development Inc
From (Contractor): Bison Ridge Construction, LLC
Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
Contractor's Job Number: 22-005
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
-1011	Cross Pan	12.5000	1,840.000	SF	23,000.00	1,840.000	23,000.00	.000	0.00	1,840.000	23,000.00	100.0	0.00	
Total CONCRETE					352,100.50		352,100.50		0.00		352,100.50		0.00	
08 ASPHALT														
-1000	ASPHALT	0.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	Asphalt Mobilization	3,135.0000	1.000	EA	3,135.00	1.000	3,135.00	.000	0.00	1.000	3,135.00	100.0	0.00	
-1002	Fly-Ash Mobilization	3,135.0000	1.000	EA	3,135.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1003	Balance Street After Utilities	2.5000	14,560.000	SY	36,400.00	14,560.000	36,400.00	.000	0.00	14,560.000	36,400.00	100.0	0.00	
-1004	Cement Treated @ 4%- 12" Thic	12.5000	14,560.000	SY	182,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1005	Addit. Road Base Under Curb	7.8000	2,395.000	SY	18,681.00	2,395.000	18,681.00	.000	0.00	2,395.000	18,681.00	100.0	0.00	
-1006	Local Road 3"HMA	17.5000	4,230.000	SY	74,025.00	4,230.000	74,025.00	.000	0.00	4,230.000	74,025.00	100.0	0.00	
-1007	Local Road 6" ABC	9.5000	4,230.000	SY	40,185.00	4,230.000	40,185.00	.000	0.00	4,230.000	40,185.00	100.0	0.00	
-1008	Minor Connector 3.5"	18.9000	7,935.000	SY	149,971.50	7,935.000	149,971.50	.000	0.00	7,935.000	149,971.50	100.0	0.00	
-1009	Minor Connector 7" ABC	11.0000	7,935.000	SY	87,285.00	7,935.000	87,285.00	.000	0.00	7,935.000	87,285.00	100.0	0.00	
-1010	Adjust Manholes Through Fly-Ash	650.0000	19.000	EA	12,350.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1011	Adjust Water Valves Through FI	475.0000	14.000	EA	6,650.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1012	Final Adjust Manholes	650.0000	19.000	EA	12,350.00	19.000	12,350.00	.000	0.00	19.000	12,350.00	100.0	0.00	
-1013	Final Adjust Water Valves	475.0000	14.000	EA	6,650.00	14.000	6,650.00	.000	0.00	14.000	6,650.00	100.0	0.00	
Total ASPHALT					632,817.50		428,682.50		0.00		428,682.50		0.00	
09 STRIPING & SIGNS														
-1000	STRIPING & SIGN IMPROVEMENTS	0.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
-1001	Mobilization	7,150.0000	1.000	EA	7,150.00	1.000	7,150.00	.000	0.00	1.000	7,150.00	100.0	0.00	
-1002	Pavement Marking - Long 18 Mil	5.0000	2,100.000	SF	10,500.00	2,100.000	10,500.00	.000	0.00	2,100.000	10,500.00	100.0	0.00	
-1003	Pavement Marking - 18 Mil	5.0000	500.000	SF	2,500.00	500.000	2,500.00	.000	0.00	500.000	2,500.00	100.0	0.00	
-1004	Pavement Marking - Bike	550.0000	15.000	SF	8,250.00	15.000	8,250.00	.000	0.00	15.000	8,250.00	100.0	0.00	
-1005	Pavement Marking-Turn Arrow	605.0000	5.000	EA	3,025.00	5.000	3,025.00	.000	0.00	5.000	3,025.00	100.0	0.00	
-1006	Pavement Marking - Arrow	605.0000	5.000	EA	3,025.00	5.000	3,025.00	.000	0.00	5.000	3,025.00	100.0	0.00	
-1007	Remove Type 3 Barricade	275.0000	3.000	EA	825.00	3.000	825.00	.000	0.00	3.000	825.00	100.0	0.00	
-1008	Stop Sign with Intersection on	935.0000	8.000	EA	7,480.00	8.000	7,480.00	.000	0.00	8.000	7,480.00	100.0	0.00	
-1009	Type 3 Barricades	715.0000	5.000	EA	3,575.00	5.000	3,575.00	.000	0.00	5.000	3,575.00	100.0	0.00	
Total STRIPING & SIGNS					46,330.00		46,330.00		0.00		46,330.00		0.00	
20 CO #1 CHANGE ORDER #1														
1000	CO #1 Site Mowing	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	

Application and Certificate For Payment -- page 6

To Owner: Carriage Hills Development Inc
 From (Contractor): Bison Ridge Construction, LLC
 Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
 Contractor's Job Number: 22-005
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
1001	Site Mowing	275.0000	13.000	AC	3,575.00	13.000	3,575.00	.000	0.00	13.000	3,575.00	100.0	0.00	
Total CO #1 CHANGE ORDER #1					3,575.00		3,575.00		0.00		3,575.00		0.00	
30 CO #2 - CHANGE ORDER #2														
2000	Ripping	0.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
2001	Ripping - Block 1	330.0000	60.000	HR	19,800.00	60.000	19,800.00	.000	0.00	60.000	19,800.00	100.0	0.00	
2002	Ripping - Block 2	330.0000	27.000	HR	8,910.00	27.000	8,910.00	.000	0.00	27.000	8,910.00	100.0	0.00	
Total CO #2 - CHANGE ORDER #2					28,710.00		28,710.00		0.00		28,710.00		0.00	
40 CO #3 CHANGE ORDER #3														
1000	Ripping	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
1001	Ripping - Block 3	330.0000	40.000	HR	13,200.00	40.000	13,200.00	.000	0.00	40.000	13,200.00	100.0	0.00	
Total CO #3 CHANGE ORDER #3					13,200.00		13,200.00		0.00		13,200.00		0.00	
50 CO #4 CHANGE ORDER #4														
1000	Ripping	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
1001	Ripping - Block 4	330.0000	70.000	HR	23,100.00	70.000	23,100.00	.000	0.00	70.000	23,100.00	100.0	0.00	
Total CO #4 CHANGE ORDER #4					23,100.00		23,100.00		0.00		23,100.00		0.00	
60 CO #5 CHANGE ORDER #5														
1000	Ripping	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
1001	Ripping - Block 5	330.0000	93.000	HR	30,690.00	93.000	30,690.00	.000	0.00	93.000	30,690.00	100.0	0.00	
Total CO #5 CHANGE ORDER #5					30,690.00		30,690.00		0.00		30,690.00		0.00	
70 CO #6 CHANGE ORDER #6														
1000	CO #6 Block 5 OX	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
1001	Relocation of Silt Fence	2.0000	600.000	LF	1,200.00	600.000	1,200.00	.000	0.00	600.000	1,200.00	100.0	0.00	
1002	Strip Area & Stockpile/ Place in Non Structural Area	2.7500	1,500.000	CY	4,125.00	1,500.000	4,125.00	.000	0.00	1,500.000	4,125.00	100.0	0.00	
1003	Onsite Cut/ Fill, Borrow of Dirt for Block 5 Completion	3.3000	14,375.000	CY	47,437.50	14,375.000	47,437.50	.000	0.00	14,375.000	47,437.50	100.0	0.00	
Total CO #6 CHANGE ORDER #6					52,762.50		52,762.50		0.00		52,762.50		0.00	
80 CO #7 CHANGE ORDER #7														
1000	Pavement Section Increase	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
1001	(Original) Local Road: 3' HMA Local Rd 4.25" HMA 1.25" Increase to HMA	8.5000	4,230.000	SY	35,955.00	4,230.000	35,955.00	.000	0.00	4,230.000	35,955.00	100.0	0.00	
1002	(Original) Local Road: 6" ABC Local Rd 10.5" ABC 4.5" Increase to ABC	5.7500	4,230.000	SY	24,322.50	4,230.000	24,322.50	.000	0.00	4,230.000	24,322.50	100.0	0.00	

Application and Certificate For Payment -- page 7

To Owner: Carriage Hills Development Inc
 From (Contractor): Bison Ridge Construction, LLC
 Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
 Contractor's Job Number: 22-005
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date				Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%			
1003	(Original) Minor Connector 3.5" HMA Minor Connector 6.5" HMA 3" Increase	19.2500	7,935.000	SY	152,748.75	7,935.000	152,748.75	.000	0.00	7,935.000	152,748.75	100.0		0.00	
1004	(Original) Minor Connector 7" ABC Minor Connector 11.5" ABC 4.5" Increase	5.5500	7,935.000	SY	44,039.25	7,935.000	44,039.25	.000	0.00	7,935.000	44,039.25	100.0		0.00	
Total CO #7 CHANGE ORDER #7					257,065.30		257,065.30		0.00		257,065.30			0.00	
90 CO #8 CHANGE ORDER #8															
1000	Sleeving	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0		0.00	
1001	Additional survey for Sleeves	2,750.0000	1.000	EA	2,750.00	1.000	2,750.00	.000	0.00	1.000	2,750.00	100.0		0.00	
1002	Trenching / Backfill incl: Bedding & Marker Post	28.0000	1,500.000	LF	42,000.00	1,500.000	42,000.00	.000	0.00	1,500.000	42,000.00	100.0		0.00	
1003	2" Sch. 40 PVC - White (Irrigation)	6.6500	340.000	LF	2,261.00	340.000	2,261.00	.000	0.00	340.000	2,261.00	100.0		0.00	
1004	4" Sch 40 PVC - White (Irrigation)	11.7000	420.000	LF	4,914.00	420.000	4,914.00	.000	0.00	420.000	4,914.00	100.0		0.00	
1005	4" Sch 40 PVC - Grey	17.6500	1,240.000	LF	21,886.00	1,240.000	21,886.00	.000	0.00	1,240.000	21,886.00	100.0		0.00	
1006	6" Sch. 40 PVC - Grey	22.4500	300.000	LF	6,735.00	300.000	6,735.00	.000	0.00	300.000	6,735.00	100.0		0.00	
Total CO #8 CHANGE ORDER #8					80,546.00		80,546.00		0.00		80,546.00			0.00	
91 CO #9 CHANGE ORDER #9															
1001	FIX SOFT SPOTS MAPLE, 12TH, 13TH, 14TH STREET	0.0000	.000		0.00	.000	0.00	.000	0.00	.000	0.00	0.0		0.00	
1002	Equipment Total	22,460.0000	1.000	EA	22,460.00	1.000	22,460.00	.000	0.00	1.000	22,460.00	100.0		0.00	
1003	Labor Total	21,665.0000	1.000	EA	21,665.00	1.000	21,665.00	.000	0.00	1.000	21,665.00	100.0		0.00	
Total CO #9 CHANGE ORDER #9					44,125.00		44,125.00		0.00		44,125.00			0.00	
92 CO #10 CHANGE ORDER #10															
1000	Subgrade Prep (LF)	2.7000	2,080.000	LF	5,616.00	2,080.000	5,616.00	.000	0.00	2,080.000	5,616.00	100.0		0.00	
1001	Subgrade Prep (EA)	405.0000	6.000	EA	2,430.00	6.000	2,430.00	.000	0.00	6.000	2,430.00	100.0		0.00	
1002	5' Detached Sidewalk	29.0000	2,080.000	LF	60,320.00	2,080.000	60,320.00	.000	0.00	2,080.000	60,320.00	100.0		0.00	
1003	Handicap Ramp	3,550.0000	6.000	EA	21,300.00	6.000	21,300.00	.000	0.00	6.000	21,300.00	100.0		0.00	
Total CO #10 CHANGE ORDER #10					89,666.00		89,666.00		0.00		89,666.00			0.00	
93 CO #11 CHANGE ORDER #11															
1000	Equipment Total	6,000.0000	1.000	EA	6,000.00	1.000	6,000.00	.000	0.00	1.000	6,000.00	100.0		0.00	
1001	Labor Total	5,910.0000	1.000	EA	5,910.00	1.000	5,910.00	.000	0.00	1.000	5,910.00	100.0		0.00	
Total CO #11 CHANGE ORDER #11					11,910.00		11,910.00		0.00		11,910.00			0.00	

Application and Certificate For Payment -- page 8

To Owner: Carriage Hills Development Inc
From (Contractor): Bison Ridge Construction, LLC
Project: Carriage Hills Filing 1

Application No: 13 Date: 06/15/23 Period To: 06/15/23
Contractor's Job Number: 22-005
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
Application Total						3,718,690.00		3,414,005.00		0.00		3,414,005.00		0.00

CONDITIONAL LIEN WAIVER

The undersigned, on oath, states that the amount stated in its application for payment, namely Pay App #13 [\$170,700.25] is a true and accurate reflection of payments due for work, labor, materials, and services (all of which are hereinafter referred to as "Work Items") supplied to the Carriage Hills Development, at Linden Street & 14th Street in the Town of Frederick, County of Weld, and State of Colorado (the "Property") and provided through June 15, 2023.

The undersigned, on oath, states that all persons and firms who supplied Work Items to the undersigned in connection with Property to date have been paid any amounts due and owing by the undersigned for such Work Items or that such payment will be effective upon receipt of this payment.

In consideration of the payment herewith made and upon receipt of that payment, the undersigned does, to the extent of such payment, fully and finally release and hold harmless Carriage Hills Development, its surety, lender, or related companies, if any, from any and all claims, liens or right to claim or lien, arising out of the Property under any applicable contract, bond, law, or statute.

The undersigned has the right and authority to execute this lien waiver and has executed this lien waiver voluntarily and with full knowledge of its rights under the laws of the State of Colorado.

BISON RIDGE CONSTRUCTION, LLC

By: 

Name: Gerardo Hernandez

Title: Secretary Treasurer

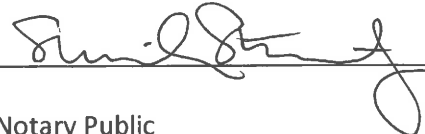
Date: 06/15/2023

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 15 day of June,
2023, by Gerardo Hernandez as Secretary Treasurer of
Bison Ridge Construction LLC.

Witness my hand and official seal.

My commission expires: 08/19/2026


Notary Public

SHERRIDAN FAY STEINMETZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224032507
MY COMMISSION EXPIRES AUG. 19, 2026

1217 Fox Hill Dr. Longmont, CO 80501

May 28, 2024

Town of Frederick
401 Locust St.
Frederick, CO 80530

Jason Berg

Please Remit Payment to Carriage Hills Development, Inc. by Check Mailed to 2130 Mountain View Ave, Suite 103, Longmont, CO 80501

Description	Total
Reimbursement for Carriage Hills Development, Inc. Work on Maple Street	\$192,839.75

**THIRD AMENDMENT TO THE
CARRIAGE HILLS FILING 1
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS THIRDAmendment to the Carriage Hills Filing No. 1 Memorandum of Agreement for Public Improvements First Amendment”) is made and entered into this ____ day of _____, 2024 by and between the Town of Frederick, a Colorado statutory town, whose address is P.O. Box 435, Frederick, Colorado (“Town”) and Carriage Hills Development Inc., a Colorado Limited Liability Corporation, whose address is 1040 S. Gaylord St Suite 1 Denver CO, 80209 (“Developer”).

WHEREAS, the parties entered into a Memorandum of Agreement for Public Improvements (“MOAPI”) on February 18, 2005, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 3268883; and

WHEREAS, the parties entered into a First Amendment to the Memorandum of Agreement for Public Improvements (“First Amendment”) on June 16th, 2022, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 4844739; and

WHEREAS, the parties entered into a Second Amendment to the Memorandum of Agreement for Public Improvements (“Second Amendment”) on March 26th, 2024, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 4966727; and

WHEREAS, Exhibit F of the MOAPI requires reimbursement from the Town to the Developer for the actual cost of construction in the amount of \$173,993.05; and

WHEREAS, contractor invoices demonstrate that the cost is \$192,839.75; and

WHEREAS, the parties bound by and responsible for implementation of the terms of the MOAPI wish to update cost of public improvements as identified in Exhibit F of the MOAPI to be accurately reflected.

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

1. The cost set forth in Exhibit F of the MOAPI is hereby amended to \$192,839.75.
2. Except as specifically amended hereby, Town and Developer agree that the MOAPI continues uninterrupted, shall remain in full force and effect, and shall be binding upon the parties hereto. In the event of any conflict between the MOAPI and this Third Amendment, the terms of this Third Amendment shall prevail.
3. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

TOWN OF FREDERICK

DEVELOPER

By _____
Tracie Crites, Mayor

By _____
_____, Authorized Representative

ATTEST:

By _____
Tricia David, Town Clerk

STATE OF COLORADO)
_____)ss
COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
_____)ss
COUNTY OF _____)

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

My commission expires:

Witness my hand and official seal.

Notary Public

Exhibit A
Update to Costs



ENGINEERING
PLANNING
SURVEYING

P 303.682.1131
F 303.682.1149

info@civilarts.us
www.civilarts.us

1500 Kansas Avenue, Suite 2-E
Longmont, CO 80501

Carriage Hills Filing No. 1 Replat A
Exhibit B

Schedule of Improvements - Maple Street - Town of Frederick Cost Estimate and Actual Costs

Item	Description	Quantity	Units	Engineer's Estimated Unit Cost	Engineer's Estimated Total Cost	Contractor's Actual Unit Cost	Contractor's Actual Total Cost
1	Site Preparation						
	Maple Street	1	EA	\$1,000.00	\$1,000.00		
	Stock Pile & Re-use Top Soils	245	CY	\$3.00	\$735.00		
				Sub-total	\$1,735.00	Sub-total	\$ 2,523.75
2	Erosion Control						
	Silt Fence	525	LF	\$2.50	\$1,312.50		
	Seed & Mulching	0.12	AC	\$165.00	\$19.80		
	Rock Socks	3	EA	\$250.00	\$750.00		
				Sub-total	\$2,082.30	Sub-total	\$ 1,361.25
3	Water						
	Water Main Testing	458	LF	\$2.20		\$ 2.20	\$ 503.80
	8-inch PVC C900 Water Main	458	LF	\$65.00	\$29,770.00	\$ 71.00	\$ 16,259.00
	8-inch Gate Valves	2	EA	\$2,500.00	\$5,000.00	\$ 2,800.00	\$ 2,800.00
	11.25Deg Bends	2	EA	\$1,100.00	\$2,200.00	\$ 950.00	\$ 950.00
				Sub-total	\$36,970.00	Sub-total	\$ 20,512.80
4	Storm Sewer						
	24-inch RCP	20	LF	\$42.50	\$850.00		
	36-inch RCP	508	LF	\$45.00	\$22,860.00		
	4-foot DIA MH	3	EA	\$1,750.00	\$5,250.00		
				Sub-total	\$28,960.00	Sub-total	\$ 50,606.50
5	Roadways						
	Subgrade Stabilization	1458	SY	\$4.50	\$6,561.00		
	Asphalt Paving 7.0-inch Full Depth	1283	SY	\$35.00	\$44,905.00		
				Sub-total	\$51,466.00	Sub-total	\$ 70,180.10
6	Concrete Flatwork						
	Subgrade Prep	1050	LF				
	6-inch Vertical Curb	525	LF	\$20.00	\$10,500.00		
	5-foot Wide Sidewalk 6-inch Depth	525	LF	\$25.00	\$13,125.00		
				Sub-total	\$23,625.00	Sub-total	\$ 30,397.50
7	Signage & Striping						
	Striping	1615	LF	\$4.00	\$6,460.00		
				Sub-total	\$6,460.00	Sub-total	\$ 8,075.00
				Sub-total	\$151,298.30	Sub-total	\$183,656.90
				Mobilization 5%	\$7,564.92	Mobilization 5%	\$9,182.85
				Contingency 10%	\$15,129.83	--	--
				Total	\$173,993.05	Total	\$192,839.75
	SANITARY SEWER CONSTRUCTED IN PHASE 1 AND COMPLETED						



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 24-R-48 First Amendment to the Public Finance Agreement for Silverstone Marketplace

Agenda Date: 07/09/2024 BOT Meeting

Attachments:

1. Resolution
2. First Amendment to Public Finance Agreement

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:

This request aligns with the Community and Economic Vitality goals of the Town, specifically section 2.2 which states, "Continue implementing our retail attraction strategy to target regional and destination opportunities, traditional and non-traditional grocers, and sit-down eating establishments." This request also aligns with our Water Allocation Policy's intended goal of using water that was purchased for incentivizing quality retail businesses.

Summary Statement:

The Silverstone Marketplace Public Finance Agreement (PFA) was created prior to the Town updating its methodology for determining water dedication requirements (Ordinance 1387). As a result, the PFA was created using assumptions listed under the

previous methodology which was based on tap size and not estimated water demands.

In order to most efficiently allocate water within the Silverstone Marketplace subdivision, after discussions with the development applicant, it was decided that pursuing water allocation consistent with the Town's updated Water Demand Analysis would be an effective tool. The developer also desires to maintain the freeze on fees consistent with the previous Board approval to freeze the 2023 fee schedule for the development and those fees are included in the amendment document for ease of reference. The previous PFA provided about 104.79 CBT units for the development to be paid for at building permit. As the project has progressed the need for an additional 10 CBT units was identified by the developer. The amendment includes an additional 10 CBT units to be allocated to the water bank for this development now that more accurate data for usages across the site have been reviewed.

Detail of Issue/Request:

Under the original agreement, the new water demand analysis process was not yet in place so the old process which equated tap sizes to shares of water required was used for estimating demand and fees. The old process did not contemplate more unique situations and heavy or light water users which would have needed to be estimated separately on a project-by-project basis— this amendment will address those items.

This request requires that water allocation within Silverstone Marketplace subdivision take place utilizing the current Water Demand Analysis process and to set a fixed fee schedule. The previous PFA provided about 104.79 CBT units for the development to be paid for at building permit. As the project has progressed the need for an additional 10 CBT units was identified by the developer. The amendment includes an additional 10 CBT units to be allocated to the water bank for this development. This remains in line with the 2022 Strategic Plan goal of using the 200 CBT purchased by the Town to attract quality retail businesses.

It also changes how fees are collected for Evergreen's lots so it is a flat fee amount and not a percentage discount on the fees as listed in the 2023 fee schedule which is frozen for this development. The intent of the reduction in water fees was to match similar costs of other communities. Due to how the values would have been calculated for this fee reduction it seemed to promote the use of multiple taps which it is not ideal for the Town, the developer, or future owner. In order to reduce this incentive which would complicate public infrastructure and utility billing, exact dollar amounts are now listed which are more in line with the different costs of different tap sizes.

Legal Comments:

This item has been reviewed by legal.

Alternatives/Options

The old agreement may be allowed to continue in effect. However, this would likely allocate water in a less accurate manner which could lead to unintended overallocation

or underallocation. This could cause the need for Town staff to require additional water be dedicated.

Another option would be to renegotiate this amendment, at which point Staff will need input of the desired outcome.

The reason these options were not pursued is because the proposed amendment is believed to be the most efficient allocation of water resources with each business and also to keep the fees simple and straightforward for the developer to communicate which was one of their goals with the original PFA.

Financial Considerations

The financial implications of this updated agreement are twofold. One, more CBT will be included for this site to develop. This won't need to be purchased as the Town already has it in its portfolio, but this will affect the Water Allocation Policy of future developments slightly. This adjustment will be approximately 10% more than the original agreement; however, this accounts for the updated information pertaining to the proposed uses. This amendment also addresses the possibility that more water may be needed depending on change (especially pertaining the large second anchor lot) and does not place the responsibility on the Town to provide any extra water (see number 2 of the amendment). It is anticipated that this may become an area of negotiation in the future which would need to be brought before the Board of Trustees who will be able to decide whether such an action is warranted. Two, the fees changed to be more linear, as under the old fee schedule it was often more financially prudent to try and utilize two water taps for a building than one larger one. This results in fewer fees being collected up front, however, under the finance agreement this would be anticipated to move up the anticipated timeframe of collecting tax money from the development as these funds are eligible for refund through the tax increment in property tax and sales tax receipts.

Staff Recommendation

Staff recommends approval of the proposed amendment in order to facilitate the speedy issuance of building permits associated with this development which are currently in process as well as to better anticipate and handle the water needs for this development.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-48**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING AN UPDATED PUBLIC FINANCE AGREEMENT FOR
SILVERSTONE MARKETPLACE**

WHEREAS, the Town of Frederick entered into a Public Finance Agreement for Silverstone Marketplace effective February 16, 2023, as assigned by Devco (as to its rights) to Developer per the terms of that certain Assignment and Assumption of Public Finance Agreement dated October 11, 2023; and

WHEREAS, since the agreement became effective the town has adjusted the ordinances affecting water dedication requirements.

WHEREAS, the Town wishes to more accurately allocate water within the Silverstone Marketplace Subdivision, in alignment with the updated water code; and,

WHEREAS, the Town wishes to modify the way water allocation is processed and fees are assessed for water items within the original Agreement; and,

WHEREAS, these modifications require an amendment to the Public Finance Agreement (“First Amendment”).

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

Section 1. The First Amendment to the Public Finance Agreement for Silverstone Marketplace Subdivision attached hereto as Exhibit A is approved. The mayor is hereby authorized to execute the agreement.

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

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

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

INTRODUCED, READ, PASSED, AND SIGNED 9th DAY OF JULY 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

FIRST AMENDMENT

PUBLIC FINANCE AGREEMENT

THIS FIRST AMENDMENT to the Public Finance Agreement (“First Amendment”) is made and entered into this _____ day of _____, 2024, by and between the Town of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado (“Town”) and EVERGREEN-HWY 52 & COLORADO, L.L.C., an Arizona limited liability company, and EVERGREEN-HWY 52 & WILLIAM BAILEY, L.L.C., an Arizona limited liability company, whose address is 1873 S. Bellaire Street, Suite 1200, Denver, CO 80222 (collectively, “Developer”).

WHEREAS, Evergreen Devco, Inc., a California corporation (“Devco”), and the Town are parties to that certain Public Finance Agreement (“AGREEMENT”) dated February 16, 2023, as assigned by Devco (as to its rights) to Developer per the terms of that certain Assignment and Assumption of Public Finance Agreement dated October 11, 2023; and

WHEREAS, the water dedication requirements found in the Town’s Municipal Code have been revised (Code § 13-2-205, effective through Ordinance 1387, August 2023); and

WHEREAS, the parties bound by and responsible for implementation of the terms of the AGREEMENT wish to utilize the new Code provisions for water dedication in place of those set out in the AGREEMENT; and

WHEREAS, the Developer wishes to allow for utilization of the new water dedication requirements; and

1. Section 2. of the Agreement, the definition of “**Water Credits**,” shall be amended to read: means 114 units of Colorado Big Thompson water shares. Water fees used for building permit fees are to be charged in the following manner:

Meter size	Total Water Cost
3/4"	\$41,125.50
1"	\$88,654.00
1-1/2"	\$250,435
2"	\$411,790

For each site plan a Water Demand Analysis is required as prescribed by Municipal Code Section 13-2-205. Water Credits will be allocated to each lot as determined by the Water Demand Analysis and no longer by tap size.

The Total Water Cost column above is intended to capture the CWCWD Capital Improvement Fee, the Frederick Capital Improvement Fee, meter installation and CBT water dedication as included in Table D of the previous fee schedule and reductions in the water credit fee.

The Water Credits for each individual site are to be transferred from the water bank upon payment of the water fee by tap size and reside with each individual lot.

2. Section 5.3 shall be amended to read:

For purposes of reducing the Developer's water tap fees for the end users in the Project and thereby supporting the financial feasibility of the Project, the Town agrees to provide the Property with Water Credits, which shall be allocated per the Water Demand Analysis for each lot. Any Water Credits that remain upon Completion of Construction shall remain with the Town to be used at the Town's discretion.

Any water required as demonstrated by Water Demand Analyses for the Development in excess of the allotted amount defined under "Water Credits" shall be dedicated to the Town. The amount required for dedication shall be rounded to the nearest whole Colorado Big Thompson water unit.

3. The properties known as Lot 2 Silverstone Marketplace and Lot 4 Silverstone Marketplace will not have water fees assessed for more than a 1-1/2" tap for the approved site plan accepted on 4-16-24. Future and proposed changes in use or water demand will be subject to the provisions of current Town codes and standards.

(Signature Page Follows)

DEVELOPER:

EVERGREEN- HWY 52 & WILLIAM BAILEY,
L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2023,
L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California
corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Chief Executive Officer and
Managing Principal

EVERGREEN- HWY 52 & COLORADO, L.L.C.,
an Arizona limited liability company

By: Evergreen Development Company-2023,
L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California
corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Chief Executive Officer and
Managing Principal

TOWN:

TOWN OF FREDERICK, a Colorado statutory
town

By: _____
Name: _____
Its: _____