



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, December 13, 2022

7:00 PM

Streaming of the Board of Trustees meetings have been transitioned to a livestream on the Town of Frederick website. The FREDTV Livestream can be accessed on the Town of Frederick's Website at www.frederickco.gov/civicmedia

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

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

Or

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

Built on What Matters.



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, December 13, 2022

6:30 P.M.

Work Session

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Frederick High School Presentation

Public Comment:

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

Staff Reports:

A. Administrative Report – Bryan Ostler, Town Manager

B. Clerk Report – Meghan Martinez, Town Clerk

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

Built on What Matters.

- C. November 29, 2022 Minutes – Meghan Martinez, Town Clerk
- D. December 6, 2022 Minutes – Meghan Martinez, Town Clerk
- E. List of Bills – Kurtis Adams, Finance Director
- F. Resolution 22-R-78 Establishing the Posting Place for Town of Frederick Meeting Agendas for 2023 – Meghan Martinez, Town Clerk
- G. Resolution 22-R-79 Amending Fees for Municipal Services – Kurtis Adams, Finance Director
- H. Resolution 22-R-80 Certifying Various Liens to the Weld County Treasurer's Office for Inclusion in the Appropriate Tax Bill – Kurtis Adams, Finance Director
- I. Resolution 22-R-81 Award a Contract for the Groundwater Impact Study and Authorizing the Town Manager to Execute the Contract – Zack Roberson, Stormwater Engineer

Action Agenda:

- J. Consideration of the Appointment of Roger Kelly and Joseph Sammartino to the Planning Commission– Meghan Martinez, Town Clerk
- K. Consideration of Appointment of Lee Schlais to the Parks, Open Space and Trails Commission – Meghan Martinez, Town Clerk
- L. Consideration of Appointment of Thomas Cave to the Historic Preservation Advisory Committee – Meghan Martinez, Town Clerk
- M. Public Hearing Consideration of Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment and Rezone (AKA Columbine Heights Project No. 2022-010) – Maureen Welsh, Planner
- N. Public Hearing Resolution 22-R-82 Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Calendar Year 2023 – Kurtis Adams, Finance Director
- O. Resolution 22-R-83 Levying General Property Taxes for the Year 2022, to Help Defray the Cost of Government for the Town of Frederick, Colorado for the 2023 Budget Year –Kurtis Adams, Finance Director
- P. Resolution 22-R-84 Accepting a Grant Award for the Carbon Valley, Mead Victim Assistant Program and Authorizing the Town Manager to Execute the Contract – Alexis Gutierrez and Dave Egan, Commander
- Q. Resolution 22-R-85 Awarding a Contract for the Creation of a Master Plan of Frederick Recreation Area, Bella Rosa Golf Course and Centennial park and Authorizing the Town Manager to Execute the Contract – Colby Johnson, Parks and Open Space Director

Mayor and Trustee Reports:

Executive Session:

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

Adjournment:



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: December 9, 2022

CC: Town Staff
Local Media

SUBJECT: Departmental Report

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

- January 3, 2023 – Work Session
- January 10, 2023 – Regular Meeting
- January 17, 2023 – Work Session
- January 24, 2023 – Regular Meeting
- January 31, 2023 – Work Session

Communications and Engagement Department

- Thanksgiving in a Box – Partner with Carbon Valley Help Center, Frederick High School Student Council, and Rocky Mountain Christian Church to support community families with a complete Thanksgiving meal.
- Festival of Lights – Engage residents in a free community event. Provide volunteer opportunities. Support small businesses and local vendors. Educate on Town projects (Comprehensive Plan). Produce video recap.
- Attend Non-profit Showcase – Networking opportunity hosted by Carbon Valley Chamber of Commerce to connect with local service organizations and their offering/support for residents.
- Hosted 2023 Built on What Matters calendar reception – Community engagement and recognition.
- Set up GOOGLE ANALYTICS, a web analytics service supported by CIVICPLUS, to collect data and insights that can be used to improve the experience of those utilizing our Town website.
- Agility PR Software Training – All-in-one media outreach, monitoring, and reporting platform to track the mentions and sentiment of the Town of Frederick's story throughout multi-media channels.
- Support Planning's plant species project – Comprehensive Infographic.
- Victim Services (In progress) – Collaborating with Victim Services to create a web page with community resources for victims and a logo for the newly developed Carbon Valley Victim Services Unit.

Built on What Matters.

Police Department

- VALE Board Appointment – Chief Norris was recently reappointed by Chief Justice Hoskins to serve a second term on the Victim and Witness Assistance and Law Enforcement Board. This is a two-year commitment and Chief Norris will serve as the selected law enforcement representative for all agencies in Weld County. This is a very important position to help support victims of crime in Weld County and assure they are getting the assistance and resources they need. Congratulations, Chief Norris!
- Carbon Valley and Mead Victim's Services Update – Coordinator Alexis Gutierrez has hit the ground running and has a great start on our program. We are on schedule to be operational with victim's service for the participating municipalities on January 1st. Alexis' knowledge and experience in the field are well on display as she continues to build our program from the ground up. Great job, Alexis!
- Santa Cops Update – We are well into Santa Cops season! We have had 22 families with 59 children referred for gifts this year. We will be wrapping on Friday the 16th of December, starting at approximately 9:00 am at the PD and wrap until we drop. Refreshments will be available, to keep up your strength. If you would like to volunteer for wrapping, contact Pat in the PD front office of just show up on the 16th. Distribution of presents to the family will begin December 19th and run thru the 22nd.

Engineering Department

Transportation

- Colorado Blvd/Tipple Pkwy Intersection Improvements:
 - A contract for construction services was awarded to DeFalco Construction. Construction is complete and the intersection functions well. Final punch list items are being complete.
- Silver Birch/Godding Hollow Intersection:
 - Design is at 90% completion. Staff will be approaching the Board for direction on acquiring right-of-way northeast of the intersection to install a sidewalk to the skate park.
- Neighborhood Speed Control Program:
 - No recent projects to update
- Tipple Pkwy/Frontage Rd Streetlight:
 - The streetlight has been installed and powered.
- Pavement Maintenance Projects:
 - All projects for 2022 are now complete.
- Concrete Alley Project:
 - The concrete alley project is complete.
- CDOT Hwy 52 ADA Ramps:
 - All ADA ramps along Hwy 52 within Town of Frederick boundaries have been completed. The Frederick Way/Hwy 52 intersection now functions effectively.
- Pavement Assessment:
 - The Town contracted with Roadway Asset Services (RAS) to provide a high level assessment of all the Town's asphalt roadways. This was completed and results from this assessment will provide guidance for future pavement maintenance programs.
- Engineering worked with PW to install A 4-Way stop controlled intersection at the Ridgeway/Tipple intersection.

Water

- Infrastructure Master Plan:
 - A contract for design services was awarded to Forsgren Associates Inc. at the October 11th Board Meeting. Design is underway and is scheduled to take about a year to complete.
- Raw Water Change of Use:
 - Engineering staff is coordinating with its water attorney and water rights consultant to evaluate its current raw water portfolio to support filing a change of use application in water court so that these raw water shares could be used for future town use. Preliminary data shows the Town having approximately 72 shares of Lower Boulder water or about 1,000 acre feet of water that can be changed to use for all municipal purposes within the

Town's service area. Staff will be providing a more detailed update to the Board at an upcoming work session.

- 30" Central Weld Water Line
 - Easement acquisition and pipeline supply concerns have slowed the project. Construction slated for 2023.

Storm Water

- Groundwater Study:
 - A professional consultant has been selected by staff. Board discussion has directed staff on how to proceed with scope and fee. A contract for professional services is prepared and scheduled to come to the Board at the December 13th meeting.
- Concrete Box Culvert(s) on Colorado Blvd/Bella Rosa:
 - A design services contract was issued to AVI Engineering. Design is underway. The project has trail extension opportunities and requires coordination with Firestone.

Parks and Open Space Department

- Seeking Board approval tonight to enter into a contract with Design Concepts for this project, which will include an analysis with recommendations on future park amenities, ecological resources and Bella Rosa Golf Course operations and finances.
- Staff are continuing to analyze the short-term financial position, per Board directives regarding operational subsidies and will implement changes to operations in Q1 2023.

Finance Department

- Finalizing 2023 Town Budget Board documents
- 2023 URA Budget Board documents
- 2023 Mill Levy Certification
- 2023 Fee Schedule
- Early 2023 P-Card transition from UMB Card Services to Wells Fargo

Planning Department

Development Applications

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

<i>New Applications</i> <i>Project Name</i> <i>(Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
<i>On Going Projects</i> <i>Project Name</i> <i>(Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park Lot 4 Block 2 (6/20/2022)	Bear Industrial Park	4201 Kodiak Ct	Proposed 7,506 Sq Ft 1 story building for light industrial.
Brunemeier Annexation- Wheatlands (4/4/2022)		Southwest corner of County Road 16 and County Road 17	Proposed single family attached and detached homes.
Columbine Heights		North of highway 52, West of WCR 17 and	Proposed Rezone

		East of Savannah Subdivision	
Eagle Business Park Filing 4B Lot 1 (1/18/2022)	Eagle Business Park	4881 Eagle	Proposed 4,800 sq. ft single story building with outdoor storage.
Eagle Business Park Filing 5 Lot 1 & 2 (6/6/2022)	Eagle Business Park	Highway 52 and I-25	Replat of parcel and divide into 4 lots
Eagle Business Park Endeavour Agilent (2/07/2022)	Eagle Business Park	7400 Eagle	Site Plan for Agilent's expansion
File 32H-K268 Pad		6268 County Road 3 1/4	Propose to drill thirty-five (35) horizontal wells.
Frederick Town Amendment B Lot 1-501 Walnut (9/8/2021)	Downtown	501 Walnut	Redevelop existing building into co-working office space.
Hidden Creek Amendment 5 Replat (8/15/2022)	Hidden Creek	North of Tipple Parkway and East of Ridgeway Blvd	Proposed relocating lots and revising lot sizes from the final plat.
Meadowlark Business Park Filing 3 Block 2 Lot 3&4 (9/19/2022)	Meadowlark Business Park	5600 Iris Parkway	Request to divide the lot into 2 lots and a new 14,000 sq. ft. office building on the south lot.
Meadowlark Business Park Filing 3 Replat D	Meadowlark Business Park	5600 Iris Parkway	Combine lots adding outdoor storage for existing building.
Nelson Farms (1/3/2022)		Southwest corner of Silver Birch Blvd and Tipple Blvd	Proposed residential development on 236 acres
<i>Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Penrose Sketch Plan (9/2/2022)	Penrose	Northeast corner of Ridgeway Blvd and Highway 52	Requesting a change in landscaping requirements for water usage.
Prairie Greens II (12/7/2020)	Prairie Greens	6460 Frederick Way	Request for vacation of easement and preliminary design for phase 4.
Prosperity Waiver (8/18/2022)	Prosperity	South of Tipple Parkway and East of Angel View and North of Savannah	Proposed landscaping changes.
Raspberry Hill Business Park Lot 13 (5/2/2022)	Raspberry Hill Business Park	8274 Raspberry Way	Proposed office building and sales of pickup trucks.
Raspberry Hill Business Park Lot 11 Grading and Drainage (5/2/2022)	Raspberry Hill Business Park		Updating Grading and Drainage

Raspberry Hill Business Park Lots 3&4 (8/15/2022)	Raspberry Hill Business Park	8177 Raspberry Drive	Propose to combine lots for car dealership.
Raspberry Hill Business Park Lots 12 (8/15/2022)	Raspberry Hill Business Park	8177 Raspberry Drive	Proposed outdoor vehicle inventory storage lot.
Shores On Plum Creek (6/20/2022)	Shores On Plum Creek	North of Highway 52 and east and west of County Road 3.25	Proposed residential and commercial development.
Silverstone Filing 7 (1/18/2021)	Silverstone	North of Highway 52 and south of Tipple Parkway	Development of 581 residential homes.
Wyndham Hill Filing 10 Final Plat and Final Development Plan (11/16/2020)	Wyndham Hill	Generally west of WCR7, between WCR 14.5 and WCR 16.	Approximately 139 acres to be developed into 495 single family homes.



Town of Frederick Memorandum

TO: Honorable Mayor Tracie Crites and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: December 7, 2022

SUBJECT: **Town Clerk's Report**

- *Records Management*
 - Interim Deputy Town Clerk Kelly Green is working on a long-term scanning project for all Town permanent records, this includes assessing records for historic value as well transitioning the majority of documents from paper to digital.
 - Conducting end of the year records review per the State Records Retention Manual.
- *Boards, Commissions and Committees*
 - Assistant Town Clerk Emily Nitcher has transitioned into the role of Planning Commission Secretary. Working with Planning Division to begin performing all Commission administrative support duties.
 - Parks, Open Space and Trails – The Clerk's team will begin supporting the Parks, Open Space, and Trails Commission as the Secretary to the Commission in Q1 of 2023.
 - Town Clerk Martinez participated on the interview panel for Boards, Commissions, and Committees candidates.
- *Frederick Municipal Court*
 - The Town of Frederick Municipal Court Operations transitioned to Town Hall for the December 8, 2022 court date. There were 81 cases on the docket and operations went incredibly. Staff will continue to solicit feedback both internally and externally to address any operational issues.

September Court Numbers

Early Pay	Traffic	Criminal	Animal	Zoom	Review	Restitution	Pre-Trial	Trial	Total Appearances	Total
55	35	5	0	3	18	0	2	2	65	120

Built on What Matters.

October Court Numbers

Early Pay	Traffic	Criminal	Animal	Zoom	Review	Restitution	Pre-Trial	Trial	Total Appearances	Total
33	39	3	1	6	21	0	1	0	71	104

November Court Numbers

Early Pay	Traffic	Criminal	Animal	Zoom	Review	Restitution	Pre-Trial	Trial	Total Appearances	Total
31	24	7	0	0	18	0	1	0	53	84

Liquor Licensing: Staff continues to work with licensees and distributors to assist in the backlog of state processing times by providing confirmation to distributors on the pending status of renewal applications. Distributors are requesting written confirmation from the Clerk's Office of licensee eligibility to continue to operate. We will continue to support our local businesses by working with distributors to address these issues.

Special Event Permits

<i>Organization</i>	<i>Event Date</i>	<i>Status</i>
Carbon Valley Chamber of Commerce	January 1, 2023	Pending – Under Staff Review

Current Liquor Licenses

<u><i>Licensee</i></u>	<u><i>Expiration Date</i></u>	<u><i>Status</i></u>
Back 9 at Bella Rosa	9/3/2022	Renewal: Approved Pending state approval – sent 8/17/22
Glacier Liquors	9/4/2022	Renewal: Approved Pending state approval – sent 10/27/22
Rock Solid	10/18/2022	Renewal: Approved Pending state approval – sent 9/26/22
Peel Pizzeria	11/2/2022	Renewal: Approved Pending state approval – sent 10/27/22
Mirror Image Brewing Company	11/4/2022	Renewal: Approved Pending state approval – sent 10/27/22
Circle K Store 2706787	11/12/2023	Approved
7-Eleven Store 38638A	12/25/2022	Renewal: Approved Pending state approval – sent 12/5/22
Georgia Boys Smokehouse	1/24/2023	Renewal: Pending - under staff review
Frederick Liquor and Store	2/21/2023	Approved
Pete's Place	3/9/2023	Approved
7-Eleven Store 35269B	3/21/2023	Approved
WTF!	6/5/2023	Approved
Frederick Travel Center	6/30/2023	Approved
Gabe's Cafe	9/27/2023	Approved

Enforcement Issues

- No current enforcement issues with the licensees.



Town of Frederick Board of Trustees

Special Board Meeting Minutes
Frederick Town Hall, 401 Locust Street
November 29 2022

Call to Order: At 5:35 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Mahan, Lamach, teVelde, and Padia. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Action Agenda:

Public Hearing 2023 Proposed Budget:

At 5:36 Mayor Crites opened the public hearing.

Finance Director Kurtis Adams presented the proposed budget.

At 5:38 Mayor Crites closed the public hearing.

Mayor and Trustee Reports:

Trustee teVelde: He attended the United Power meeting about system and operational changes.

Trustee Padia: She gave an update on the Board, Commission, and Committee interviews that she participated in with Trustee Brown and members of staff.

Mayor Pro Tem March: He expressed his excitement about the upcoming tree lighting event and volunteered to represent the Board at the event.

There being no further business of the Board, Mayor Crites adjourned the meeting at 5:51 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk



Town of Frederick Board of Trustees

Special Board Meeting Minutes
Frederick Town Hall, 401 Locust Street
December 6, 2022

Call to Order: At 5:56 Mayor Crites called the meeting to order and requested roll call.

Roll Call: Present were Mayor Crites, Mayor Pro Tem March and Trustees Lamach, teVelde, Brown and Padia. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers and Town Clerk Meghan Martinez.

Mayor and Trustee Reports:

Mayor Pro Tem March: The tree lighting ceremony was awesome. Parks did a great job! There were lots of families and it was well attended.

Trustee Brown: There will be a number of students at next week's meeting both presenting and observing.

Executive Session:

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

At 6:03 Mayor Crites recessed the meeting to go into executive session.

At 8:42 Mayor Crites reconvened the meeting.

Motion by Trustee Brown and seconded by Trustee Padia to move forward with a contract with Beyond Your Base as discussed in executive session and authorizing the Town Manager to execute the contract. Upon roll call vote, motion passed unanimously.

There being no further business of the Board, Mayor Crites adjourned the meeting at 8:44 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Meghan C. Martinez, MMC, Town Clerk

Town of Frederick - List of Bills
September 30, 2022 - October 27, 2022

101 MOBILITY	APD access commercial ramp	5,692.50
206 5TH STREET	2021 Tax Reimbursement - FURA	8,452.10
4 RIVERS EQUIPMENT LLC	Equipment repairs	44.73
AAA PEST PROS LLC	Pest control	210.00
ACCELA INC	User fees	51,795.45
ACE HARDWARE OF FIRESTONE	Maintenance supplies	665.80
ADAM MARCOVICH	Dirt hauls	250.00
ADAMSON POLICE PRODUCTS	Police uniforms	1,754.29
ADVERTISING CONCEPTS INC	Wall signs	1,900.00
AEGIS CONSTRUCTION MANAGEMENT	Hydrant meter deposit refund	2,200.00
AGFINITY	Fuel	18,642.31
AIRBOUND INC	Tiny Terror Town corn maze	860.00
AIRGAS USA LLC	Equipment and restaurant supplies	246.22
ALEX TRISTAN	Boot reimbursement	100.00
ALI VANDEUTEKOM	Reimbursement for training expenses	234.61
ALLIANCE SAFETY INC	Safety supplies	3,866.50
AMERICAN DRY GOODS	Golf shop merchandise	757.75
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	559.97
AMERICAN LEAK DETECTION	Municipal Leak Detection	250.00
ANTON OLSON	CIRSA - ADA Training reimbursement	147.39
APEX SHREDDING INC	Document shredding	155.00
ASPHALT DOCTORS	Asphalt repair	7,000.00
ASPHALT SPECIALTIES CO INC	Pavement Maintenance Program/Mill & Overlay	469,358.85
AXON ENTERPRISE INC	Conference	599.00
B & L REPAIR	Maintenance cart tire repair	20.00
BASEMENTS AND DECKS R US	Building Permit refund	1,354.40
BCCONSULTING INC	Miners Day burro race chip fee	135.00
BERG HILL GREENLEAF & RUSCITTI LLP	Legal services	480.00
BETTER BUSINESS CLEANING	Monthly cleaning services	5,102.00
BK TIRE, INC.	Tire replacement and disposal	5,860.16
BLACK CLOVER ENTERPRISES LLC	Promotional caps	4,799.85
BLACK HILLS ENERGY	Gas utility	1,428.81
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	510.77
BRIGHTON RADIATOR & MUFFLER	Vehicle repair	1,402.93
BRYCE SHIRLEY	Travel per diem - LTAP	206.50
BUTCHER AND THE BLONDE LLC	Community Tour & Talk catering	1,020.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease	1,427.98
CARD SERVICES	FRED buddy lunch	40,520.53
CASELLE, INC.	Contract Support & Maintenance	2,207.00
CENTRAL WELD CTY WATER DIST	Tap fees collected	44,917.15
CENTURA HEALTH	Blood tests	50.12
CHACON PAVING INC	Asphalt patching and concrete work	9,454.00
CHER HERRMAN-DARVILLE	Reimbursement for restaurant expenses	22.37
CHRISTOPHER MALHERBE	4th Place Miners Day Burro Race Winner	200.00
CINTAS CORPORATION	PW uniforms	1,062.76
CITY OF DAcono	Santa Cops Golf Tournament	2,246.00
COLORADO BARRICADE CO	Parking and street signs	90.00
COLORADO WATER WELL	Milavec West station repairs	1,242.58
COMCAST CABLE	Internet, tv and phone service	1,526.26
COMCAST PHONE	Town wide internet service	2,655.00
COMPLETE CONSTRUCTION CORPORATION	Concrete work	1,100.00
CORKAT DATA SOLUTIONS LLC	IT support & computer equipment	137,139.95
COSTAR REALTY INFORMATION INC	Monthly subscription	540.00
CRISTINA TRINKO	Festival of Lights vendor refund	25.00
DANA KEPNER CO	Water meter supplies	14,160.18
DBC IRRIGATION SUPPLY	Irrigation supplies	1,101.84
DEFALCO CONSTRUCTION COMPANY	Colo Blvd & Tipple Pkwy intersection improvement	288,612.80

Town of Frederick - List of Bills
September 30, 2022 - October 27, 2022

DERRICK SCHMIDT	Facility Management training per diem	241.50
DISSCO	Street repair material	2,745.15
DRIVERS LICENSE GUIDE CO.	ID checking guides	31.95
E-470 PUBLIC HIGHWAY AUTHORITY	Travel	18.40
EDGE GOURMET STREET KITCHEN	Miners Day meal vouchers	136.00
ELDORADO ARTESIAN SPRINGS INC	Water delivery service	103.00
ELEMENT WATER CONSULTING INC	Water Engineering Services	18,987.00
ELEVATED CLOUD SERVICES LLC	Hosting - ESRI & GIS/Subscription	575.00
EN FACE STUDIOS LLC	Miners Day Best Performance	200.00
ENTENMANN-ROVIN CO	Dome police badge	141.75
ENTERPRISE FM TRUST	Enterprise monthly lease	48,093.57
EON OFFICE	Office supplies	395.76
ERIC SHELEY	Travel reimbursement	40.94
ERIKS NORTH AMERICA INC	Vehicle repair parts and supplies	951.53
FACTORY MOTOR PARTS CO	Vehicle parts	296.09
FAIRFIELD AND WOODS PC	Legal services	4,086.00
FARNSWORTH GROUP INC	Architectural Planning Services	1,156.07
FASTENAL COMPANY	Shop supplies	1,014.52
FIRESTONE FREE THINKERS 4-H CLUB	Miners Day 1st Place Parade Winner	500.00
FIX IT GROUP LLC	Building Permit refund	276.83
FLATIRONS MARKETING & PRINTING SERVICES	Envelope printing	1,557.27
FREDERICK HIGH SCHOOL BOOSTER CLUB	Homecoming parade donation	2,000.00
FREEDOM MAILING SERVICES LLC	Statement printing and postage	2,982.97
FRONT RANGE COMMUNITY COLLEGE	Colorado LTAP - B Shirley	250.00
FRONT RANGE FLU SHOTS LLC	Flu Shot Clinic	165.00
FRONT RANGE LANDFILL	Landfill voucher program	4,867.20
FRP APPAREL	PW uniforms	1,730.38
G & G EQUIPMENT INC	Crack Sealer maintenance	64.48
GARRETSONS SPORTS CENTER	Police name tags	140.00
GEORGIA BOYS SMOKEHOUSE	Community Tour & Talk catering	944.00
GOLF & SPORT SOLUTIONS LLC	Golf course supplies	1,319.38
GREEN MILL SPORTSMAN'S CLUB	Range use	150.00
HAMILTON LINEN	Linen service for restaurant	660.05
HELENA AGRI ENTERPRISES LLC	Chemical application for golf course	4,348.38
HIGH COUNTRY BEVERAGE	Restaurant supplies/Miners Day beer garden	2,966.70
HIGHLANDS RANCH LAW ENFORCEMENT TRAINING	Refresher Academy - C Nickelberry	2,800.00
HOME DEPOT CREDIT SERVICES	Supplies	889.97
IDEAL INDUSTRIAL PROPERTIES	Escrow refund - 5792 Ideal SP	50,368.00
INFINITUS INC	Miners Day meal vouchers	190.00
INNOVATE! INC	GIS support	791.00
INTERSTATE RENTAL & SALES, INC.	Tool rental	180.00
JAMES BRADLEY LEACH	CDL physical reimbursement	75.00
JASON MEYERS	Travel reimbursement - CML Conference	363.00
JC GOLF ACCESSORIES	Golf shop merchandise	1,425.14
JOSEPH SCOTT POLONSKY	3rd Place Miners Day Burro Race Winner	300.00
JUDITH M MANUTES	Miners Day Last Burro Race Winner	50.00
KENZ & LESLIE DISTRIBUTING CO	Maintenance supplies	648.00
KEVIN JAMES MCNAMEE	5th Place Miners Day Burro Race Winner	100.00
KINSCO LLC	Police uniforms	617.27
KISSINGER & FELLMAN PC	Legal services	292.50
KNIGHTS OF COLUMBUS 3190 ST CASMIR ASSEMBLY	Miners Day 2nd Place Parade Winner	300.00
KP & ASSOCIATES	Retail Consulting services	2,400.00
KRISTIN NORDECK BROWN PC	Prosecution services	2,355.00
KYLE A RICHARDS	BOT meeting recording	25.00
L.L. JOHNSON DISTRIBUTING COMPANY	Mower purchase and repair parts	44,456.17
LEFT HAND WATER DISTRICT	Rinn Valley irrigation water	3,996.26
LEGACY LIGHTING AND ELECTRICAL LLC	Electrical Installation for New Lift	2,105.43

Town of Frederick - List of Bills
September 30, 2022 - October 27, 2022

LEGAL & LIABILITY RISK MANAGEMENT INSTITUTE	Online seminar - S Walje	150.00
LIFE STORIES CHILD & FAMILY ADVOCACY	3rd Qtr. billing 2022	219.00
LIGHTING, ACCESSORY & WARNING SYSTEMS	Equipment installation	3,290.88
LONGMONT HUMANE SOCIETY	Animal impound fees	1,052.25
LORI HILL	Dessert treats for restaurant	52.70
LUMIN8 TRANSPORTATION TECHNOLOGIES LLC	Monthly maintenance fee and extra work	1,396.50
LUXOTTICA USA LLC	Uniform shirts for staff	176.90
MAC EQUIPMENT INC	Parts for equipment repair	112.99
MARTIN MARTIN INC	Silver Birch/Godding Hollow intersection	21,315.00
MASEK GOLF CAR COMPANY	Golf cart maintenance and rental	1,289.32
MATTHEW SURA LLC	Legal services	6,775.50
MCGEE COMPANY	Vehicle lift leveling and installation	14,011.73
MDI TRUCKS OF NORTHERN COLORADO	Vehicle repair parts	1,459.05
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	405.00
MITEL	Phone service for town buildings	3,674.38
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	18,579.92
MOTOROLA SOLUTIONS INC	Radio accessories	104.07
MOUNTAIN SALES & SERVICE	Ice machine lease	400.00
NATIONAL BUSINESS FURNITURE LLC	Office furniture	11,482.17
NEW CONSOLIDATED LOWER BOULDER RESERVOIR	Reimbursement fees and Rule 11 charge	1,232.12
NICHOLAS PRODUCTIONS LLC	Festival of Lights carolers deposit	300.00
NORBY GOLF COURSE DESIGN INC	Fees for golf course master plan	6,000.00
NORTH METRO FIRE RESCUE DISTRICT	Training	1,000.00
O.J. WATSON COMPANY INC	Equipment repairs	35.49
OCCUPATIONAL HEALTH CENTERS	Testing and drug screenings	584.50
ONSOLVE LLC	One Call Now Enhanced Plan	100.00
O'REILLY AUTOMOTIVE INC	Parts and supplies	384.74
PATRICIA K BLOCK	Miners Day Oldest Burro Race Winner	50.00
PAUL C BENEDETTI	Legal services - FURA	6,420.00
PETERSEN SPECIALTY	Notary stamp - T Kittilson	34.45
PING INC	Merchandise	68.03
POLICE AND SHERIFFS PRESS INC	Photo IDs	32.58
PRAIRIE MOUNTAIN MEDIA	Publishing costs	1,512.43
PRE ACTION FIRE INC	AES Quarterly Monitoring	525.00
PRINT EXPERTS	Printing services	464.00
PRO GOLF REPAIR LLC	Pro Golf services	1,190.50
PROFESSIONAL AUTOMOTIVE EQUIPMENT	Shop tools	1,450.00
PROFESSIONAL TREE & TURF EQUIPMENT	Supplies	582.34
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution & Collection Systems	100.00
REBECCA LANGLOIS	Vendor fee refund	50.00
REDI SERVICES LLC	Porta john services	395.00
REDNECK TRAILER SUPPLIES	Trailer repair and supplies	953.38
REIF & HUNSAKER PC	Legal services	357.50
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Restaurant supplies	813.50
RITZ SAFETY LLC	Vests for fall clean-up	979.11
ROADWAY ASSET SERVICES LLC	Pavement analysis and consulting services	23,085.80
ROBERT THOMAS SWEENEY	Burro Race donation from Aidan Malherbe	250.00
ROLAND BRODEUR	2nd Place Miners Day Burro Race Winner	400.00
RUSTY RIBBLE	Boot reimbursement	100.00
RYAN JOHNSON	Mileage reimbursement	41.28
SAFEWAY	Supplies	361.43
SAM'S CLUB / GEGRB	Supplies	1,865.40
SARAH WATSON	Reimbursement for conference expenses	524.03
SHORTD'S	Miners Day meal vouchers	8.00
SIGNARAMA	Signs and vinyl graphics	1,250.54
SOUTHERN GLAZERS WINE AND SPIRITS	Beverage order for restaurant	489.45
SPORT & FITNESS INC	Fitness equipment	466.89

Town of Frederick - List of Bills
September 30, 2022 - October 27, 2022

SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	749.06
ST VRAIN SANITATION DISTRICT	Sanitation fees for 4th quarter	284.02
STAPLES ADVANTAGE	Office supplies	1,044.43
STEALTH MODE THREE LLC	Winter hats with logo	3,980.00
STONE AND CONCRETE INC	Concrete and alleyway maintenance program	22,963.59
STRIGLOS COMPANIES, INC.	Adobe Subscription	149.49
SUNSHINE CLEANERS	Uniform cleaning services	189.50
SWIRE COCA-COLA USA	Beverage supplies for restaurant	563.82
TELOS ONLINE INC	Back up link	75.00
TIMBERLAN INC	Transition support	2,000.00
TIMOTHY RYAN ATKINSON	Miners Day photography	100.00
TLO LLC	Investigation fees	110.00
TOUR EDGE	Golf course rental golf clubs	4,402.00
TOWN OF FIRESTONE	Santa Cops Golf Tournament	2,246.00
TOWN OF FREDERICK	Postage	242.61
TRANSWEST TRUCK	Maintenance and shop supplies	682.41
TRI C CLUB SUPPLY INC	Supplies	82.18
TRT CONSTRUCTION	Town Hall remodel	10,762.50
TRUEPOINT SOLUTIONS LLC	ACA Configuration	358.95
TWIN PEAKS GARAGE DOORS LLC	Garage door repair	259.00
TYLER TECHNOLOGIES	Insite transaction fees	14,158.75
U.S. POSTAL SERVICE (CMRS-FP)	Postage for meter machine	500.00
UNITED POWER	Electric utility	11,862.87
UNIVERSITY AUTO PARTS INC	Vehicle maintenance supplies	543.88
UPPER CASE PRINTING, INK.	Printing services - WQR	6,525.92
URIE VON FELDT	Police Equipment Loan Program	2,000.00
US FOODS INC	Restaurant supplies	13,729.15
UTILITY NOTIFICATION CENTER OF COLORADO	Utility locates	293.80
VERIZON WIRELESS	PD MDTs and cell phones	9,192.32
VICE SPORTING GOODS INC	Golf equipment	905.28
VOLVIK	Golf shop merchandise	2,875.01
WASTE CONNECTIONS OF COLO INC	Town trash collection	68,067.92
WEAR PARTS & EQUIPMENT CO INC	Equipment supplies	1,230.12
WELD COUNTY	Radio programming	52.00
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing	472.50
WESTERN UNITED ELECTRIC SUPPLY CORP	Water tools - CREDIT	219.88
WEX BANK	Fuel	1,467.21
YAMAHA MOTOR FINANCE CORP USA	Cart fleet lease payment	3,307.75
	Total	<u>1,696,282.79</u>

Town of Frederick - List of Bills
October 28, 2022 - November 23, 2022

101 MOBILITY	APD access commercial ramp	5,692.50
4 RIVERS EQUIPMENT LLC	Equipment repairs	23.36
5STARWASHCV LLC	Vehicle maintenance	1,153.12
AAA PEST PROS LLC	Pest control	210.00
ACE HARDWARE OF FIRESTONE	Supplies	362.01
ACUSHNET COMPANY	Supplies and uniforms	442.97
ADAM MARCOVICH	Dirt hauls	900.00
ADAMSON POLICE PRODUCTS	Police uniforms	9,511.00
ADVERTISING CONCEPTS INC	Building signage	1,900.00
AGFINITY	Fuel	15,350.48
AIRGAS USA LLC	Supplies	276.01
ALLIANCE SAFETY INC	Safety supplies	711.00
ALTITUDE SIGNAL LLC	Maintenance signals/Colo. & Majestic	338.00
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	256.72
ANGIE ARNSPIGER	Right of Way Permit refund	475.00
ANNEKE VEILE	2023 Calendar Contest Winner - Arts Commission	100.00
APEX SHREDDING INC	Document shredding	305.00
ASHLEY RUNKLE	2023 Calendar Contest Winner - Staff Choice	100.00
BAKER BUILDERS LLC	Landscape Escrow refund - 4180 Busch Pl	6,800.00
BETTER BUSINESS CLEANING	Monthly cleaning services	5,102.00
BK TIRE, INC.	Vehicle maintenance	887.08
BLACK HILLS ENERGY	Gas utility	4,116.20
BLUE STAR RECYCLERS	Electronic recycling	7,385.31
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	268.54
BRYCE SHIRLEY	Boot and fuel reimbursement	186.04
BUILDING WARRIORS INC	Peer Support Academy	750.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease	569.08
CARD SERVICES	Travel, training and supplies	39,361.27
CARTEGRAPH	OMS implementation	7,800.00
CASELLE, INC.	Contract Support & Maintenance	2,207.00
CENTRAL WELD COUNTY WATER DIST	Water purchased	669,870.35
CINTAS CORPORATION	Uniforms and mat service	487.18
CITY AND COUNTY OF DENVER	Black Belt training	7,500.00
COLORADO MUNICIPAL LEAGUE	Membership dues	2,727.00
COMCAST CABLE	Cable, internet and phone service	1,143.36
COMCAST PHONE	Town wide internet service	2,655.00
COMMUNITY COUNSELOR INC	Counseling services	750.00
CORKAT DATA SOLUTIONS LLC	Monthly IT support	27,283.80
COSTAR REALTY INFORMATION INC	Monthly subscription	540.00
DANA KEPNER CO	Meter equipment and repair parts	8,303.70
DEFALCO CONSTRUCTION COMPANY	Colo. Blvd & Tipple Pkwy intersection improvement	594,847.17
DISSCO	Street repair	129.45
DNI HEATING AC REFRIGERATION	Service maintenance	2,994.64
DOWNTOWN COLORADO INC (DCI)	Downtown Revitalization CIP	5,000.00
ELDORADO ARTESIAN SPRINGS INC	Water delivery service	122.00
ELEMENT WATER CONSULTING INC	Water Engineering Services	21,335.75
ELEVATED CLOUD SERVICES LLC	Hosting - ESRI & GIS/Subscription	575.00
ENTENMANN-ROVIN CO	Dome police badge	141.75
ENTERPRISE FM TRUST	Enterprise vehicle lease	68,584.35
ENVIROTECH SERVICES, INC.	Dust control	19,321.60
ERIC SHELEY	Mileage reimbursement	63.02
EVERGREEN INDUSTRIAL LTD	Landscape escrow refund - Eagle Bus Park	3,600.00
FAIRFIELD AND WOODS PC	Legal services	6,428.50
FASTENAL COMPANY	Supplies for maintenance shop	221.54
FERGUSON ENTERPRISES LLC	Hydrant flushing equipment	3,186.69
FIRESTONE MUNICIPAL COURT	Bond for Firestone warrant	500.00
FP MAILING SOLUTIONS	Quarterly payment for meter rental	135.00

Town of Frederick - List of Bills
October 28, 2022 - November 23, 2022

FREEDOM MAILING SERVICES LLC	Utility billing statements	2,961.68
FRONT RANGE COMMUNITY COLLEGE	Storm-water Maintenance Training	250.00
FRONT RANGE LANDFILL	Landfill voucher program	14,554.80
FULL SCOPE CIVIL GROUP LLC	ROW deposit refund/Hydrant meter deposit refund	17,275.00
FUTURELINK INC	Final invoice for patio audio system	2,357.11
GENERAL AIR	Shop supplies	20.22
GREAT PLAINS ADA CENTER	ADA Coordinator Training-	650.00
GREEN MOUNTAIN PROMOTIONS	Promo items	5,214.55
HACH COMPANY	Supplies	115.04
HAMILTON LINEN	Linen service for restaurant	685.22
HELENA AGRI ENTERPRISES LLC	Golf course chemicals	379.80
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	427.15
HOLLY VEJROSTEK	2023 Calendar Contest Winner - Mayors Choice	100.00
HOME DEPOT CREDIT SERVICES	Supplies	1,882.39
HYDROLOGIK LLC	Verizon Cellular Airtime	30.00
IDEAL FENCING CORPORATION LLC	Guardrail repair	8,500.00
INTERSTATE RENTAL & SALES, INC.	Water truck rental	1,887.05
JAMES BRADLEY LEACH	Boot reimbursement	100.00
JC GOLF ACCESSORIES	Golf shop merchandise	541.08
JOY HOUSE LLC	Mayor's Christmas cards	562.50
KIM STRONG	Reimbursement for supplies	38.33
KINSCO LLC	Police uniforms	88.48
KYLE A RICHARDS	Tricastor production	75.00
LANGUAGE LINE SERVICES	Interpreting services	60.16
LEADSONLINE	Investigation System Service Package	1,921.00
LEFT HAND WATER DISTRICT	Rinn Valley irrigation	974.42
LIGHTING, ACCESSORY & WARNING SYSTEMS LL	Vehicle supplies	1,522.09
LONGMONT HUMANE SOCIETY	Animal impound fees	1,052.25
LORI HILL	Dessert treats	81.10
LUMIN8 TRANSPORTATION TECHNOLOGIES LLC	Traffic signal maintenance	427.63
LUXOTTICA USA LLC	Golf shop merchandise	2,042.97
MARILYN VAN ROEKEL	Building Permit fee refund	408.23
MARSH LAW PC	Legal services	2,721.00
MARTIN MARTIN INC	Silver Birch/Godding Hollow intersection	25,460.00
MASEK GOLF CAR COMPANY	Parts for equipment repair	505.65
MATTHEW BENDER & CO INC	Replacement Code 22 statute set	100.11
MDI TRUCKS OF NORTHERN COLORADO	Engine repair parts	526.20
MIKE MAROONE FORD LONGMONT	Vehicle repair	139.95
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	170.00
MITEL	Phone service for town buildings	3,686.03
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	19,257.12
NICHOLAS PRODUCTIONS LLC	Festival of Lights carolers	300.00
O.J. WATSON COMPANY INC	Equipment repairs	85.45
OCCUPATIONAL HEALTH CENTERS	Pre-Employment drug screening	258.50
O'KEEFE PUBLISHING INC	Advertisement in divot magazine	300.40
O'REILLY AUTOMOTIVE INC	Shop supplies/vehicle parts	64.74
PAUL C BENEDETTI	Legal services - FURA	5,220.00
PING INC	Special order golf club	72.97
POLICE AND SHERIFFS PRESS INC	Photo Ids	108.40
PRAIRIE MOUNTAIN MEDIA	Publishing costs	460.47
PRINT EXPERTS	POST Master Plan manuals	685.71
PRO GOLF REPAIR LLC	Pro Golf services	1,649.50
R & R PRODUCTS	Golf course signage	801.30
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution & Collection Systems	100.00
REDI SERVICES LLC	Porta john service	395.00
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Restaurant supplies	404.80
RMD CONCEPTS INC	Equipment supplies	309.75

Town of Frederick - List of Bills
October 28, 2022 - November 23, 2022

ROADWAY ASSET SERVICES LLC	Pavement analysis and consulting services	4,843.70
SAFEWAY	Gift cards and supplies	755.37
SAM'S CLUB / GEGRB	Supplies	1,541.05
SHORT ELLIOTT HENDRICKSON INC	Miners Village Gap Analysis	478.56
SOUNDS OF THE ROCKIES ENTERTAINMENT GROUP LLC	Festival of Lights sound production	825.00
SOUTHERN GLAZERS WINE AND SPIRITS	Beverage order for restaurant	350.22
SPORT & FITNESS INC	Preventative maintenance for gym equipment	200.00
STAPLES ADVANTAGE	Office supplies	1,622.88
STREET CRIMES	Street Crimes training	450.00
SWIRE COCA-COLA USA	Beverage supplies for restaurant	589.44
TELOS ONLINE INC	Back up link	75.00
THE SHERWIN-WILLIAMS CO	Paint for clubhouse	52.57
TIMOTHY RYAN ATKINSON	2023 Calendar Contest Winner - Peoples Choice	200.00
TLO LLC	Investigation fees	110.00
TOWN OF FREDERICK	Drawer shortage/petty cash	21.22
TRANSWEST TRUCK	Equipment parts	1,560.52
TRUEPOINT SOLUTIONS LLC	CAP, Reports & System Configuration	753.80
UMB BANK, NA	Frederick Sales & Use Tax Rev	370,900.00
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Veteran staff appreciation	1,182.50
UNITED POWER	Electric utility	10,451.18
UNIVERSITY AUTO PARTS INC	Parts for equipment repair/supplies	676.65
UPPER CASE PRINTING, INK.	Newsletter printing	1,239.32
US FOODS INC	Restaurant supplies	11,402.55
USACS COMMUNITY EMERGENCY SVCS OF COLORADO INC	Covid testing	5,741.73
UTILITY NOTIFICATION CENTER OF COLORADO	Utility locates	247.00
VENTURA DOMINGUEZ	Boot reimbursement	100.00
VERIZON WIRELESS	Wireless phone service	3,611.70
WASTE CONNECTIONS OF COLO INC	Town trash collection	67,772.83
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing/food license renewal	922.00
WEX BANK	Fuel	581.57
YAMAHA MOTOR FINANCE CORP USA	Golf cart lease program	3,307.75
		2,185,520.95



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Resolution Setting the Posting Place for Town of Frederick Meeting Agendas

Agenda Date: Town Board Meeting – December 13, 2022

Attachments: a. Resolution

Finance Review:

Finance Director

Submitted by:

Meghan C. Martin

Town Clerk

Approved for Presentation:

Bray O...

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Colorado Revised Statutes requires, annually, the Town adopt a resolution setting the posting places for the Town Board meeting agendas. With the passage of HB19-1087, local governments are authorized to post meeting notices on their website only.

Detail of Issue/Request:

The attached Resolution designates the Town of Frederick website as the posting place for all meeting agendas and notices. Previously, state statute required that notices be posted in three places to meet noticing requirements. With the passage of HB19-1087, local governments are now able to post all meeting notices on the web site exclusively. This allows all notices to be accessible for free and at any time instead of only when locations are open to the public.

There have been questions in the past as to why the Town of Frederick doesn't post legal notices in the Carbon Valley Consumer Report. The Carbon Valley Consumer Report only publishes once a month and publication would not be efficient for scheduling and processing of applications, notices required by

Built on What Matters.

statutes, and other requirements under Colorado law. The Longmont Times Call has the highest general circulation in the Town of Frederick and publishes legal notices daily, staff is recommending that the Times Call continue to be the designated newspaper for publication of legal notices for the Town.

Legal/Political Considerations:

None

Alternatives/Options:

The Board may choose to approve the resolution or deny the resolution. The Board may also require additional posting places and/or change the newspaper for legal publications.

Financial Considerations:

Not applicable.

Staff Recommendation:

Staff recommends the Board adopt the resolution as presented.

**TOWN OF FREDERICK
RESOLUTION NO. 22-R-78**

**A RESOLUTION ESTABLISHING THE POSTING PLACE FOR
TOWN OF FREDERICK MEETING AGENDAS FOR 2023**

WHEREAS, C.R.S. 24-6-402(2)(c) requires that the Town of Frederick designate public place(s) for posting notice of meetings of any local public body, at the first public meeting as defined by the Statutes.

WHEREAS, C.R.S. 24-6-402 (2)(c) also requires the notice of the meeting to be posted no less than 24 hours prior to the holding of the meeting; and

WHEREAS, C.R.S. §24-6-402(2)(c) provides that it is the intent of the General Assembly to transition from posting meeting notices in physical locations to posting notices on a website; and

WHEREAS, C.R.S. 24-70-101 *et. seq.* provides for the publication of legal notices in a newspaper of general circulation within the municipality; and

WHEREAS, the Longmont Daily Times-Call has the highest numbers of circulation of a newspaper within the Town; and

WHEREAS, the Town of Frederick wishes to establish posting places for the year 2023; and

WHEREAS, the Town of Frederick wishes to affirm that it is appropriate to publish all legal publications for the Town of Frederick in the newspaper with the highest general circulation within the Town for the Year 2023 which is the Longmont Daily Times-Call.

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

Section 1. The posting places for Town of Frederick Meeting Agendas will be as follows:

Town of Frederick Website www.frederickco.gov

Section 2. The Longmont Times-Call is designated as the official newspaper for the publication of legal notices.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED ON THIS 13TH DAY OF DECEMBER, 2022.

ATTEST:

TOWN OF FREDERICK:

Meghan C. Martinez, MMC, Town
Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Resolution Amending the Fee Schedule - 2023

Agenda Date: Town Board Meeting – December 13, 2022

Attachments:

- a. Resolution 22-R-79
- b. Exhibit A – Fee Schedule Changes

Finance Review:

Finance Director

Submitted by:

Kurtis Adams
Finance Director

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Described below are a number of fees for various services that staff are requesting to be updated or removed from the fee schedule. The fee schedule is reviewed regularly and is amended solely based on need and to ensure that the services delivered to individuals are not being paid for by all taxpayers.

An overall Impact Fee Analysis on new and proposed property development will occur in 2023, to ensure these one-time developer charges adequately cover the impact to the Town's infrastructure and services.

Detail of Issue/Request:

Chapter 2 - Administration
Section 2-78 Administrative Fees Schedule

Research / Retrieval Services:

Built on What Matters.

The Colorado Legislature set the amount a municipality can charge for research and retrieval costs for Open Records Requests. The amount was set to account for inflation and the amount has changed from \$33.00 to \$33.58 per hour. Per Colorado Law, the first hour of research and retrieval is free, so this fee would only be charged if the request exceeds an hour of staff time to research and retrieve the requested information.

Chapter 2 - Administration				
Section 2-78 Administrative Fees Schedule				
	<u>Copies:</u>			
	Black & White (per page) (up to 11x17 on paper copied on Town's machine)			\$0.25
	Color (per page) (up to 11x17 on paper copied on Town's machine)			\$1.00
	Fax (per page)			\$1.00
	Lawn Watering Permit			\$20.00
	Code Books (Municipal, Land Use, Master Plans, Comp Plan)			\$150.00
	Non-Sufficient Funds Check (per incident)			\$35.00
	<u>Open Records Request:</u>			
	Certified copies (additional per document)			\$1.00
	Black & White (per page) (up to 11x17 on paper copied on Town's machine)			\$0.25
	Color (per page) (up to 11x17 on paper copied on Town's machine)			\$1.00
	Large Format Copies			Actual Cost
	Electronic Large Format Copies			Actual Cost
	Black and White Maps			Actual Cost
	Mylars			Actual Cost
	Photographic Reproductions			Actual Cost
	Audio Tapes			Actual Cost
	Diskettes			Actual Cost
	Research/Retrieval Services			First Hour Free, \$33.00 58 /hour thereafter, prorated in 15 minute increments

Chapter 11 - Streets, Sidewalks, and Public Property

Section 11-22 Fee for Permits

Temporary Entrance Permit:

The purpose of this permit is to protect the Town from liability and ensuring contractors perform their due diligence during field investigations that disturb existing conditions on Town property and includes a fee as a cost recovery mechanism for staff time. The basis of this fee is the assumption of a half hour of time for an engineer's review and a half hour of time for an inspector to check compliance.

Chapter 11 - Streets, Sidewalks and Public Property				
Section 11-22 Fee for Permits				
	Right-of-way			\$150.00
	<u>Street Cuts:</u>			
	Minimum (up to 25-sq.feet)			\$200.00
	Paved - additional per sq. foot (Over 25- sq. feet)			\$5.00
	Non-paved - additional per sq. foot (Over 25- sq. feet)			\$1.50
	<u>Potholing/Vacuum Excavation:</u>			
	Paved streets - each			\$15.00
	Non-paved streets - each			\$5.00
	Horizontal Boring / Tunneling - per linear foot			\$0.25
	Temporary Entrance Permit			\$75.00

Chapter 13 – Municipal Utilities

Section 13.55.4 Procedures

Cash-in-Lieu Fee for Colorado Big Thompson (1 unit CBT):

Engineering proposes increasing the CIL fee from \$65,000 to \$70,000 based on changes in the water market and the price of water units purchased in 2022.

Chapter 13 - Municipal Utilities

Section 13.55.4 Procedures

Storage Cash-in-Lieu Fee for potable water dedications shall be paid per acre-foot of water dedicated to the Town without storage rights associated with the water share	\$2,500.00
Cash-in-Lieu Fee for Non-Potable Raw Water (per acre-foot)	\$34,000.00
Cash-in-Lieu Fee for Colorado-Big Thompson (1 unit CBT)	65,000 \$70,000

Section 13.74 Water Service Charges

Hydrant Meter Deposit:

This is an addition to the fee schedule. This value will be increased from what was previously collected. The Public Works department is changing and improving the hydrant meter set-up, so that the hydrant meter and backflow preventer are all on one chart that can be rented from the Town. The deposit for this updated set-up is proposed to be \$4,500.00.

Section 13.74 Water Service Charges					
	Duplicate Utility Bill				\$2.00
	Hydrant Meter Deposit				\$4,500.00

Section 13.83 Cross Connections Prohibited

Backflow Assembly Service Fee:

The consumer at any premises where water system containment backflow control assemblies are required and installed shall be charged a monthly Backflow Control service fee, based on the backflow assembly size as listed.

Section 13-83 Cross Connections Prohibited					
Backflow Assembly Service Fee:					
Backflow Size	Monthly Service Fee				
10"	\$2.50				
8"	\$2.00				
6"	\$1.50				
3" & 4"	\$1.00				
1 1/4" & 2 1/2"	\$0.75				
1/2" - 1"	\$0.50				
*Single family detached dwelling units with irrigation backflow prevention assemblies are exempt from the above service fees, unless fertilization occurs through the irrigation system connected to the backflow assembly, in which case the service fees would apply.					

Section 13.74 Water Service Charges

Potable Water:

The proposed resolution will increase the water rates for the Town of Frederick to meet the current and future needs of the Town's water system. To accommodate for both fixed and variable costs, we are recommending a regular increase of five percent (5%) annually on every calendar year (2021 through 2025) on a costs per 1,000-gallon basis.

Potable Water Rate Tables:						
Potable Water Rates - In Town - 5/8" Taps						
Use (Gallons)		Cost				
Base rate		\$31.57				
3,001 to 5,000 gallons		2.91 \$3.05		per 1000 gallons		
5,001 to 15,000 gallons		4.02 \$4.22		per 1000 gallons		
15,000 to 25,000 gallons		5.11 \$5.51		per 1000 gallons		
25,000 and over		7.31 \$7.67		per 1000 gallons		
Potable Water Rates - In Town - Larger Taps						
Use (Gallons)	3/4"	1"	1 & 1/2"	2"	3"	4"
Base Cost	\$35.61	\$61.18	\$116.74	\$185.50	\$347.03	\$597.40
0 to 30K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
30K to 60K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
60K to 100K	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
100K to 200K	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
200K to 300K	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
300K to 400K	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59
400K to 500K	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59
500K to 600K	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45
600K and over	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45
Potable Water Rates - Evanston - 5/8" Taps						
Use (Gallons)		Cost				
Base rate		\$56.41				
3,001 to 5,000 gallons		2.91 \$3.05		per 1000 gallons		
5,001 to 15,000 gallons		4.02 \$4.22		per 1000 gallons		
15,000 to 25,000 gallons		5.11 \$5.51		per 1000 gallons		
25,000 and over		7.31 \$7.67		per 1000 gallons		
Potable Water Rates - Evanston - Larger Taps						
Use (Gallons)	3/4"	1"	1 & 1/2"	2"	3"	
Base Cost	\$62.89	\$96.12	\$168.37	\$257.76	\$367.09	
0 to 30K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
30K to 60K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
60K to 100K	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
100K to 200K	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
200K to 300K	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	
300K to 400K	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	
400K to 500K	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	
500K to 600K	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	
600K and over	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	
Potable Water Rates - Misc.						
		Base Rate	Per 1,000 gallons			
Frederick Elementary School		\$695.25	2.47 \$2.59			
Frederick Middle/Senior High School		\$625.73	2.47 \$2.59			
Frederick Softball Facility (CVRD)		\$40.63	2.47 \$2.59			
Prairie Greens Subdivision		\$463.50	2.47 \$2.59			
Bulk Potable for construction		\$0.00	14.62 \$15.35			

Section 13.205 Storm Water Utility Fee (monthly rate)

Public Land (per acre) Fee:

The Storm Water Utility Fee-Public Land, per acre was inadvertently removed in 2018 when Town Land was added. Other public lands exist that the Town does not own and therefore needs to be re-added, per the previous rate.

Section 13-205 Storm Water Utility Fee (monthly rate)					
	Residential				\$7.25
	Industrial land, per acre				\$39.58
	Commercial land, per acre				\$52.38
	Public land, per acre				\$21.00
	Town land, per acre				Exempt

Land Use Code-Article 1

1.11 Fees

For many years, the Town has utilized a process where an applicant/developer seeking land use entitlements would enter into an agreement with the Town to be billed hourly for staff time to review their respective applications. The applicant would effectively submit a retainer that staff would bill against and any unused funds would be refunded back to the applicant/developer, at the conclusion of the entitlement process. The objective of this was to ensure that development “pays its way” and using billable hours (similar to a contracted attorney) was the way to do this.

This process requires significant staff overhead involving Engineering, Planning, Finance, Town Attorney’s Office and involving multiple staff in each of those respective groups. Additionally, nearly all of the time, funds are refunded back to the applicant indicating that we are not spending as much time as once contemplated.

This practice is highly unorthodox for a municipality. The prevailing practice in the industry is to have set flat fees that an applicant pays on the front-end at submittal. These fees are non-refundable and function like an a-la-carte approach where you only pay for the things you need. This process involves fewer staff and requires less staff time. The flat fee practice is also preferred by the development and business community, because they can accurately estimate total project cost upfront.

Planning staff have completed robust research on other communities and what they charge for reviewing different types of applications. Staff have also used billing history to calculate the actual cost to the Town to review each type of project. The results of analyzing this collected data has provided staff with confidence that these suggested flats fees will cover the Town’s review cost, be a significant time saver, reduce paper usage and storage, and add certainty for the applicant.

This work effort started as an innovation idea for the Planning Department.

Land Use Code - Article 1			
1.11 Fees		Fee	Deposit
When any 3 or more application types are processed concurrently, the deposit will be \$10,000.			
When any 2 application types are processed concurrently, the deposit required will be the higher of the two deposits.			
Annexation, Zoning and Concept Plan:		\$ 1,000.00	
		plus \$10.00 per acre	
Up to 1 acre-		\$750.00	\$5,000.00
1-10 acres-		\$1,500.00	\$5,000.00
More than 10 acres-		\$2,500.00	\$5,000.00
Annexation Agreement Amendment:			
1 section of the agreement		\$500.00	\$1,500.00
Each additional section of the agreement		\$100.00	
Appeal of Administrative Decision		\$500.00	\$1,000.00
Code Text Amendment		\$1,500.00	\$1,000.00
Comprehensive Plan/Planning Area Amendment		\$3,000.00	\$2,500.00
Limited Use		\$500.00 (change in use in an existing building with no outdoor activity or storage, where no site improvements are proposed or required)	
		\$500.00 plus site plan fee for all other limited uses	
Conditional Use		\$500.00	\$2,500.00
		\$1000.00 (change in use in an existing building with no outdoor activity or storage, where no site improvements are proposed or required)	
		\$1000.00 plus site plan fee for all other conditional uses	
Construction Plan Review only		\$500.00	\$1,500.00
Final Development Plan (including amendments):		\$2500.00 plus \$5.00 per lot	
Up to 10 lots, 50 dwelling		\$750.00	\$5,000.00
Up to 100 lots, 250 dwelling-		\$1,500.00	\$5,000.00
More than 100 lots, 250 dwelling-		\$2,500.00	\$5,000.00
Final Plat (including replats):		\$2500.00 plus \$5.00 per lot	
Up to 10 lots		\$250.00	\$5,000.00
Up to 100 lots		\$500.00	\$5,000.00
More than 100 lots		\$750.00	\$5,000.00
Maps:			
Small Map - 11 x 17		\$2.50	
Large Map - 24 x 36		\$7.00	
Street Map - 42 x 55		\$10.00	
Metropolitan District		\$5,500.00	\$2,500.00
Minor Modification		\$350.00	
Minor Subdivision Replat		\$1,500.00	\$1,500.00
Preliminary Plat (including amendments):		\$2500.00 plus \$10.00 per lot	
Up to 10 lots		\$500.00	\$5,000.00
Up to 100 lots		\$750.00	\$5,000.00
More than 100 lots		\$1,000.00	\$5,000.00
Preliminary Development Plan (including amendments):		\$2500.00 plus \$10.00 per lot	
Up to 10 lots, 50 dwelling units, or 25K sq. ft.-		\$750.00	\$5,000.00
Up to 100 lots, 250 dwelling units, or 100K sq. ft.-		\$1,500.00	\$5,000.00
More than 100 lots, 250 dwelling units or 100K sq. ft.-		\$2,500.00	\$5,000.00
Sketch Plan		\$2,000.00	\$2,500.00
Vacation of Right-of-Way or Easement:			
One easement or right-of-way request		\$500.00	\$1,000.00
Each additional request		\$100.00	
Variance:			
Residential		\$750.00	\$1,000.00
Non-residential		\$1,500.00	\$1,000.00
Waiver:			
Residential		\$1,000.00	\$1,000.00
Non-residential		\$1,500.00	\$1,000.00
Zoning:			
One zoning district change		\$2,500.00	\$2,500.00
Each additional zoning district change		\$500.00	\$2,500.00
Special Use Oil and Gas Drilling and Production per well		\$5,000.00	
Site Plan:			
Up to 25,000 sq. ft.		\$2,000.00	\$2,500.00
More than 25,000 sq. ft.		\$2,500.00	\$2,500.00
Site Plan Amendments:			
Up to 1,000 sq. ft.		\$500.00	\$1,000.00
More than 1,000 sq. ft.		\$750.00	\$1,500.00
Sign Design Program Alternative		\$500.00	\$1,000.00
Street Name Change		\$750.00	\$1,000.00
Subdivision Amendment		\$1,000.00	\$1,000.00

1.11 Fees					Fee	Deposit
	<u>Temporary Use Application:</u>					
		***Non-Refundable Application Fee			\$300.00	
		Additional Application Late Fee			\$150.00	
		(App is submitted less than 30 days prior to the event)				
		***Damage Deposit				\$500.00
		Facility Use fee (Per Day):				
			Crist Park		\$200.00	
			Frederick Recreation Area		\$150.00	
			Centennial Park		\$150.00	
		Barricade & Cone Rental Deposit				\$200.00
		Barricade Rental (each pair)			\$100.00	
		Cone Rental for 10 Cones			\$25.00	
		Cones (Each cone after 10)			\$3.00	
		Trash Can Rental (per can)			\$10.00	
		Commercial use of Town property where attendance				
			is limited to under 50 persons		\$175.00	
		***Required for All Temporary Use Applications on Town Properties				
		Vesting Property Rights			\$1,000.00	\$1,000.00
		Written Interpretation			\$100.00	
		Zoning Compliance Letter			\$75.00	

Legal Comments:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Board could choose not to adopt the fee schedule changes as presented or handle them individually and adopt them in a series of items if desired.

Financial Considerations:

A number of these changes help to insure the sustainability and accuracy of the town funds.

Staff Recommendation:

Staff recommends approval of the resolution as presented.

**TOWN OF FREDERICK
RESOLUTION NO. 22-R-79**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AMENDING FEES FOR MUNICIPAL SERVICES**

WHEREAS, The Town of Frederick has adopted Ordinance No. 1161 which established a process for establishing certain municipal fees; and

WHEREAS, Ordinance No. 1161 directed the Town Clerk to prepare and publish by posting a listing of all such fees; and

WHEREAS, pursuant to the Ordinance No. 1161, the fee schedule is reviewed and updated periodically by resolution; and

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

Section 1. The Board of Trustees hereby amends the Fee Schedule with the changes noted on the attached Exhibit A.

Section 2. **Effective Date.** This resolution and attached Exhibit A 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 ON THIS 13TH DAY OF DECEMBER, 2022.

ATTEST:

TOWN OF FREDERICK:

Meghan C. Martinez, CMC, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A

Chapter 2 - Administration

Section 2-78 Administrative Fees Schedule

Research / Retrieval Services:

The Colorado Legislature set the amount a municipality can charge for research and retrieval costs for Open Records Requests. The amount was set to account for inflation and the amount has changed from \$33.00 to \$33.58 per hour. Per Colorado Law, the first hour of research and retrieval is free, so this fee would only be charged if the request exceeds an hour of staff time to research and retrieve the requested information.

Chapter 2 - Administration				
Section 2-78 Administrative Fees Schedule				
	Copies:			
	Black & White (per page) (up to 11x17 on paper copied on Town's machine)			\$0.25
	Color (per page) (up to 11x17 on paper copied on Town's machine)			\$1.00
	Fax (per page)			\$1.00
	Lawn Watering Permit			\$20.00
	Code Books (Municipal, Land Use, Master Plans, Comp Plan)			\$150.00
	Non-Sufficient Funds Check (per incident)			\$35.00
	Open Records Request:			
	Certified copies (additional per document)			\$1.00
	Black & White (per page) (up to 11x17 on paper copied on Town's machine)			\$0.25
	Color (per page) (up to 11x17 on paper copied on Town's machine)			\$1.00
	Large Format Copies			Actual Cost
	Electronic Large Format Copies			Actual Cost
	Black and White Maps			Actual Cost
	Mylars			Actual Cost
	Photographic Reproductions			Actual Cost
	Audio Tapes			Actual Cost
	Diskettes			Actual Cost
	Research/Retrieval Services	First Hour Free, \$33.00 00 58/hour thereafter, prorated in 15 minute increments		

Chapter 11 - Streets, Sidewalks, and Public Property

Section 11-22 Fee for Permits

Temporary Entrance Permit:

The purpose of this permit is to protect the Town from liability and ensuring contractors perform their due diligence during field investigations that disturb existing conditions on Town property and includes a fee as a cost recovery mechanism for staff time. The basis of this fee is the assumption of a half hour of time for an engineer's review and a half hour of time for an inspector to check compliance.

Chapter 11 - Streets, Sidewalks and Public Property				
Section 11-22 Fee for Permits				
	Right-of-way			\$150.00
	Street Cuts:			
	Minimum (up to 25-sq.feet)			\$200.00
	Paved - additional per sq. foot (Over 25- sq. feet)			\$5.00
	Non-paved - additional per sq. foot (Over 25- sq. feet)			\$1.50
	Potholing/Vacuum Excavation:			
	Paved streets - each			\$15.00
	Non-paved streets - each			\$5.00
	Horizontal Boring / Tunneling - per linear foot			\$0.25
	Temporary Entrance Permit			\$75.00

Chapter 13 – Municipal Utilities

Section 13.55.4 Procedures

Cash-in-Lieu Fee for Colorado Big Thompson (1 unit CBT):

Engineering proposes increasing the CIL fee from \$65,000 to \$70,000 based on changes in the water market and the price of water units purchased in 2022.

Chapter 13 - Municipal Utilities			
Section 13.55.4 Procedures			
	Storage Cash-in-Lieu Fee for potable water dedications shall be paid per acre-foot of water dedicated to the Town without storage rights associated with the water share		\$2,500.00
	Cash-in-Lieu Fee for Non-Potable Raw Water (per acre-foot)		\$34,000.00
	Cash-in-Lieu Fee for Colorado-Big Thompson (1 unit CBT)		65,000 \$70,000

Section 13.74 Water Service Charges

Hydrant Meter Deposit:

This is an addition to the fee schedule. This value will be increased from what was previously collected. The Public Works department is changing and improving the hydrant meter set-up, so that the hydrant meter and backflow preventer are all on one chart that can be rented from the Town. The deposit for this updated set-up is proposed to be \$4,500.00.

Section 13.74 Water Service Charges			
	Duplicate Utility Bill		\$2.00
	Hydrant Meter Deposit		\$4,500.00

Section 13.83 Cross Connections Prohibited

Backflow Assembly Service Fee:

The consumer at any premises where water system containment backflow control assemblies are required and installed shall be charged a monthly Backflow Control service fee, based on the backflow assembly size as listed.

Section 13-83 Cross Connections Prohibited			
Backflow Assembly Service Fee:			
Backflow Size	Monthly Service Fee		
10"	\$2.50		
8"	\$2.00		
6"	\$1.50		
3" & 4"	\$1.00		
1 1/4" & 2 1/2"	\$0.75		
1/2" - 1"	\$0.50		
*Single family detached dwelling units with irrigation backflow prevention assemblies are exempt from the above service fees, unless fertilization occurs through the irrigation system connected to the backflow assembly, in which case the service fees would apply.			

Section 13.74 Water Service Charges

Potable Water:

The proposed resolution will increase the water rates for the Town of Frederick to meet the current and future needs of the Town's water system. To accommodate for both fixed and variable costs, we are recommending a regular increase of five percent (5%) annually on every calendar year (2021 through 2025) on a costs per 1,000-gallon basis.

Potable Water Rate Tables:						
Potable Water Rates - In Town - 5/8" Taps						
Use (Gallons)		Cost				
Base rate		\$31.57				
3,001 to 5,000 gallons		2.91 \$3.05		per 1000 gallons		
5,001 to 15,000 gallons		4.02 \$4.22		per 1000 gallons		
15,000 to 25,000 gallons		5.11 \$5.51		per 1000 gallons		
25,000 and over		7.31 \$7.67		per 1000 gallons		
Potable Water Rates - In Town - Larger Taps						
Use (Gallons)	3/4"	1"	1 & 1/2"	2"	3"	4"
Base Cost	\$35.61	\$61.18	\$116.74	\$185.50	\$347.03	\$597.40
0 to 30K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
30K to 60K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
60K to 100K	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
100K to 200K	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
200K to 300K	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59
300K to 400K	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59
400K to 500K	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59
500K to 600K	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45
600K and over	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45
Potable Water Rates - Evanston - 5/8" Taps						
Use (Gallons)		Cost				
Base rate		\$56.41				
3,001 to 5,000 gallons		2.91 \$3.05		per 1000 gallons		
5,001 to 15,000 gallons		4.02 \$4.22		per 1000 gallons		
15,000 to 25,000 gallons		5.11 \$5.51		per 1000 gallons		
25,000 and over		7.31 \$7.67		per 1000 gallons		
Potable Water Rates - Evanston - Larger Taps						
Use (Gallons)	3/4"	1"	1 & 1/2"	2"	3"	
Base Cost	\$62.89	\$96.12	\$168.37	\$257.76	\$367.09	
0 to 30K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
30K to 60K	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
60K to 100K	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
100K to 200K	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	2.47 \$2.59	
200K to 300K	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	2.47 \$2.59	
300K to 400K	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	2.47 \$2.59	
400K to 500K	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	3.29 \$3.45	
500K to 600K	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	3.29 \$3.45	3.29 \$3.45	
600K and over	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	5.11 \$5.36	
Potable Water Rates - Misc.						
	Base Rate		Per 1,000 gallons			
Frederick Elementary School	\$695.25		2.47 \$2.59			
Frederick Middle/Senior High School	\$625.73		2.47 \$2.59			
Frederick Softball Facility (CVRD)	\$40.63		2.47 \$2.59			
Prairie Greens Subdivision	\$463.50		2.47 \$2.59			
Bulk Potable for construction	\$0.00		14.62 \$15.35			

Section 13.205 Storm Water Utility Fee (monthly rate)

Public Land (per acre) Fee:

The Storm Water Utility Fee-Public Land, per acre was inadvertently removed in 2018 when Town Land was added. Other public lands exist that the Town does not own and therefore needs to be re-added, per the previous rate.

Section 13-205 Storm Water Utility Fee (monthly rate)					
	Residential				\$7.25
	Industrial land, per acre				\$39.58
	Commercial land, per acre				\$52.38
	Public land, per acre				\$21.00
	Town land, per acre				Exempt

Land Use Code-Article 1

1.11 Fees

For many years, the Town has utilized a process where an applicant/developer seeking land use entitlements would enter into an agreement with the Town to be billed hourly for staff time to review their respective applications. The applicant would effectively submit a retainer that staff would bill against and any unused funds would be refunded back to the applicant/developer, at the conclusion of the entitlement process. The objective of this was to ensure that development “pays its way” and using billable hours (similar to a contracted attorney) was the way to do this.

This process requires significant staff overhead involving Engineering, Planning, Finance, Town Attorney’s Office and involving multiple staff in each of those respective groups. Additionally, nearly all of the time, funds are refunded back to the applicant indicating that we are not spending as much time as once contemplated.

This practice is highly unorthodox for a municipality. The prevailing practice in the industry is to have set flat fees that an applicant pays on the front-end at submittal. These fees are non-refundable and function like an a-la-carte approach where you only pay for the things you need. This process involves fewer staff and requires less staff time. The flat fee practice is also preferred by the development and business community, because they can accurately estimate total project cost upfront.

Planning staff have completed robust research on other communities and what they charge for reviewing different types of applications. Staff have also used billing history to calculate the actual cost to the Town to review each type of project. The results of analyzing this collected data has provided staff with confidence that these suggested flats fees will cover the Town’s review cost, be a significant time saver, reduce paper usage and storage, and add certainty for the applicant.

This work effort started as an innovation idea for the Planning Department.

Land Use Code - Article 1				Fee	Deposit
1.11 Fees					
When any 3 or more application types are processed concurrently, the deposit will be \$10,000.					
When any 2 application types are processed concurrently, the deposit required will be the higher of the two deposits.					
Annexation, Zoning and Concept Plan:				\$ 1,000.00	
				plus \$10.00 per acre	
Up to 1 acre-				\$750.00	\$5,000.00
1-10 acres-				\$1,500.00	\$5,000.00
More than 10 acres-				\$2,500.00	\$5,000.00
Annexation Agreement Amendment:					
1 section of the agreement				\$500.00	\$1,500.00
Each additional section of the agreement				\$100.00	
Appeal of Administrative Decision				\$500.00	\$1,000.00
Code Text Amendment				\$1,500.00	\$1,000.00
Comprehensive Plan/Planning Area Amendment				\$3,000.00	\$2,500.00
Limited Use				\$500.00 (change in use in an existing building with no outdoor activity or storage, where no site improvements are proposed or required)	
				\$500.00 plus site plan fee for all other limited uses	
Conditional Use				\$500.00	\$2,500.00
				\$1000.00 (change in use in an existing building with no outdoor activity or storage, where no site improvements are proposed or required)	
				\$1000.00 plus site plan fee for all other conditional uses	
Construction Plan Review only				\$500.00	\$1,500.00
Final Development Plan (including amendments):				\$2500.00 plus \$5.00 per lot	
Up to 10 lots, 50 dwelling				\$750.00	\$5,000.00
Up to 100 lots, 250 dwelling-				\$1,500.00	\$5,000.00
More than 100 lots, 250 dwelling-				\$2,500.00	\$5,000.00
Final Plat (including replats):				\$2500.00 plus \$5.00 per lot	
Up to 10 lots-				\$250.00	\$5,000.00
Up to 100 lots-				\$500.00	\$5,000.00
More than 100 lots-				\$750.00	\$5,000.00
Maps:					
Small Map - 11 x 17				\$2.50	
Large Map - 24 x 36				\$7.00	
Street Map - 42 x 55				\$10.00	
Metropolitan District				\$5,500.00	\$2,500.00
Minor Modification				\$350.00	
Minor Subdivision Replat				\$1,500.00	\$1,500.00
Preliminary Plat (including amendments):				\$2500.00 plus \$10.00 per lot	
Up to 10 lots-				\$500.00	\$5,000.00
Up to 100 lots-				\$750.00	\$5,000.00
More than 100 lots-				\$1,000.00	\$5,000.00
Preliminary Development Plan (including amendments):				\$2500.00 plus \$10.00 per lot	
Up to 10 lots, 50 dwelling units, or 25K sq. ft.-				\$750.00	\$5,000.00
Up to 100 lots, 250 dwelling units, or 100K sq. ft.-				\$1,500.00	\$5,000.00
More than 100 lots, 250 dwelling units or 100K sq. ft.-				\$2,500.00	\$5,000.00
Sketch Plan				\$2,000.00	\$2,500.00
Vacation of Right-of-Way or Easement:					
One easement or right-of-way request				\$500.00	\$1,000.00
Each additional request				\$100.00	
Variance:					
Residential				\$750.00	\$1,000.00
Non-residential				\$1,500.00	\$1,000.00
Waiver:					
Residential				\$1,000.00	\$1,000.00
Non-residential				\$1,500.00	\$1,000.00
Zoning:					
One zoning district change				\$2,500.00	\$2,500.00
Each additional zoning district change				\$500.00	\$2,500.00
Special Use Oil and Gas Drilling and Production per well				\$5,000.00	
Site Plan:					
Up to 25,000 sq. ft.				\$2,000.00	\$2,500.00
More than 25,000 sq. ft.				\$2,500.00	\$2,500.00
Site Plan Amendments:					
Up to 1,000 sq. ft.				\$500.00	\$1,000.00
More than 1,000 sq. ft.				\$750.00	\$1,500.00
Sign Design Program Alternative				\$500.00	\$1,000.00
Street Name Change				\$750.00	\$1,000.00
Subdivision Amendment				\$1,000.00	\$1,000.00

1.11 Fees						Fee	Deposit
	Temporary Use Application:						
	***Non-Refundable Application Fee					\$300.00	
	Additional Application Late Fee					\$150.00	
	(App is submitted less than 30 days prior to the event)						
	***Damage Deposit						\$500.00
	Facility Use fee (Per Day):						
	Crist Park					\$200.00	
	Frederick Recreation Area					\$150.00	
	Centennial Park					\$150.00	
	Barricade & Cone Rental Deposit						\$200.00
	Barricade Rental (each pair)					\$100.00	
	Cone Rental for 10 Cones					\$25.00	
	Cones (Each cone after 10)					\$3.00	
	Trash Can Rental (per can)					\$10.00	
	Commercial use of Town property where attendance						
	is limited to under 50 persons					\$175.00	
	***Required for All Temporary Use Applications on Town Properties						
	Vesting Property Rights					\$1,000.00	\$1,000.00
	Written Interpretation					\$100.00	
	Zoning Compliance Letter					\$75.00	

Legal Comments:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Board could choose not to adopt the fee schedule changes as presented or handle them individually and adopt them in a series of items if desired.

Financial Considerations:

A number of these changes help to insure the sustainability and accuracy of the town funds.

Staff Recommendation:

Staff recommends approval of the resolution as presented.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

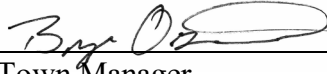
A Resolution to Certify Tax Liens

Agenda Date: Town Board Meeting – December 13, 2022

Attachments: a. Resolution 22-R-80

Finance Review: Kurtis Adams
Finance Director

Submitted by: Kurtis Adams
Finance Director

Approved for Presentation: 
Town Manager

☒ Quasi-Judicial

☒ Legislative

☒ Administrative

Summary Statement:

CRS 31–20–105 authorizes municipalities to collect all delinquent charges, assessments or taxes by certifying them to the county treasurer. Weld County Treasurer policies require a resolution or other Board reviewed document to be recorded with the Clerk and Recorder before special assessment liens are submitted. Town staff works diligently with customers offering a variety of payment plans in order to minimize the amount of liens being processed and assist those that need additional options to remain current on their accounts.

Detail of Issue/Request:

The State of Colorado has empowered each County to collect delinquent charges, assessments or taxes for themselves and for municipalities. Each year, Weld County accepts a worksheet containing property addresses, property owner names, and outstanding amounts due from municipalities that wish to have the County Treasurer collect the past due amounts. The county then adds the delinquent charges, assessments or taxes along with a 10% fee for processing to the property tax bill associated with the outstanding debt.

Built on What Matters.

Municipalities take advantage of this opportunity and use it to collect a variety of outstanding debt owed to the City/Town for things such as utility bills, property abatements, special assessments, permits, etc. The Town of Frederick has used it in the past primarily for utility bill collection and for property abatement collections.

Weld County policy requires that all municipalities provide a resolution in order to certify liens each year. The Resolution attached was written in response to that policy.

Legal Comments:

Not applicable. The resolution has been reviewed and approved by the Town Attorney.

Alternatives/Options:

Do not adopt Resolution as presented. The Town would then need to write off the fees due to the Town at the expense of other citizens.

Financial Considerations:

Certifying special assessments to the County for collections increases our collection on past due accounts. This decreases our receivables and increases our cash flow.

Staff Recommendation:

Staff recommends adopting Resolution as presented.

**TOWN OF FREDERICK, COLORADO
RESOLUTION 22-R-80**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
CERTIFYING VARIOUS LIENS TO THE WELD COUNTY TREASURER'S
OFFICE FOR INCLUSION IN THE APPROPRIATE TAX BILL**

WHEREAS, C.R.S. 31-15-401, empowers municipalities "To provide for and compel the removal of weeds, brush and rubbish of all kinds from lots and tracts of land within such municipalities and from the alleys behind and from the sidewalk areas in front of such property at such time, upon such notice, and in such a manner as such municipalities prescribe by ordinance, and to assess the whole cost thereof, including five percent for inspection and other incidental costs in connection therewith, upon the lots and tracts of land from which the weeds, brush and rubbish are removed." "In case such assessment is not paid within a reasonable time specified by ordinance, it may be certified by the clerk to the county treasurer who shall collect the assessment, together with a ten percent penalty for cost of collection, in the same manner as other taxes are collected; and

WHEREAS, the Town of Frederick adopted Ordinances 809, 1088, and 1097 that address the rights of the Town to remove any weeds, brush or rubbish, as well as to hold the owner of that property responsible for the costs associated with the removal, up to and including placing a lien with the county treasurer; and

WHEREAS, C.R.S. 31-20-105, allows municipalities to "cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized." if authorized to do so by ordinance; and

WHEREAS, Town of Frederick Ordinance 1157 complies with CRS 31-20-105 and is codified at the Frederick Municipal Code Chapter 4, Article II, Section 4-12; and

WHEREAS, the Town of Frederick adopted Ordinance 1114 that states that "The Town may consider any utility service fee a lien upon the respective lots or parcels of land of each customer from the time when due and a perpetual charge against such lots or parcels of land until paid; the Town may foreclose any lien imposed by this Chapter in accordance with the law. The Town may maintain an action in any court of competent jurisdiction for the amount of the charge due and any interest, costs and attorney's fees as allowed by law. The Town may certify the amount of the charge due to the County Clerk and Treasurer, together with an assessment fee provided for by resolution, to become an assessment upon the property served and to be collected and paid over to the Town Treasurer in the same manner as taxes."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO;

Section 1. The Board of Trustees certifies that the accounts submitted to the Weld County Treasurer are delinquent and should become an assessment on the property served together with any delinquent property abatement fees together and an additional 10% for costs of collection.

Section 2. The Finance Director is authorized to submit the data in any format requested by the Weld County Treasurer no later than November 30, 2022.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13th DAY OF DECEMBER, 2022.

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

ATTEST:

By _____
Meghan C. Martinez, MMC, Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Groundwater Impact Study

Agenda Date: Town Board Meeting - December 13th, 2022

Attachments:

- a. Resolution Award of Contract
- b. Independent Consultant Agreement
- c. Slide Show Summary Presentation

Finance Review:

Administrative Services

Submitted by:

Zackery Roberson

“Stormwater Engineer (CEI)”

Approved for Presentation:

Bryan Ostler

Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

Strategic, Reliable & Sustainable Infrastructure – This request aligns with the Town’s strategy by studying the cause of the groundwater in the downtown area. This study will be used to justify future infrastructure improvements, create more infrastructure to benefit the Town and its citizens, and help address the excessive sump pump discharge into the Town’s drainage system.

Summary Statement:

The item is in alignment with the direction provided by the BOT on Oct, 4th. The Engineering Department posted an RFQ on June 21st, 2022. Three firms provided a submittal of qualifications (SOQ) on July 18th, 2022. The selected firm will study the groundwater within the Town of Frederick and provide a mitigation plan on how to address the issue. The Engineering Department has scored the SOQs and is wanting to enter into an Independent Contractor’s Agreement with the top pick “Smith

Built on What Matters.

Environmental Engineering” and the Town of Frederick. The purpose of this action item is for the Board to take action on the award of the contract to Smith Engineering for the groundwater impact study.

Detail of Issue/Request:

The approved budget for this CIP project is \$500,000. Sump pump discharge has been a source of nuisance for Frederick's homeowners. It has been especially disruptive within the historical downtown area. Along with being an eye sore with standing water and algae growth in the gutter, some sump pumps also create slip hazards across sidewalk areas.

This study will help provide a mitigation plan to the Town with how to physically and legally resolve the groundwater impacts. The request is to enter into a contract with Smith Environmental Engineering to study the causes and produce a detailed study and mitigation plan for groundwater impacts in the historical downtown area.

Please see Exhibit A of the contract for a detailed analysis of the items to be completed along with the schedule, scope of work, and cost estimate.



Figure 1 - Are of Interest - Historical Downtown Frederick

The community will benefit from the completed project.

- Removal of standing water from the gutters.
- Removal of algae growth in the ROW.
- Develop code and requirements for homeowners' sump pump discharge. Helping to protect private and public property.
- Help remove slip hazards from the public rights of way.
- Areas of additional concern will be identified.

Legal Comments:

Due to the nature of water rights in Colorado. It is important to have a plan that not only works but is also compliant with Colorado Water Law. Having a study on how to legally address the issue will be important.

Smiths has requested language changes to the standard Independent Consultant agreement. These updates were reviewed and approved by the Town's attorney. Smith has signed the amended Independent Consultant agreement.

Alternatives/Options:

1. **Award the Contract to Smith Environmental Engineering** - Proceed with the current bid proposal of \$382,335. Budget additional funds in the future to design and install mitigation measures provided in the consultant's report.
2. **Deny the Award of Contract and Relocate Funds** - Do not proceed with using a consultant to evaluate and monitor the groundwater. Instead, use budgeted funds for the design and construction of more traditional infrastructure like sidewalk chases, stormwater pipes, and inlets to address the problem areas where they currently exist.
3. **Deny the Award of Contract and Reserve funds**- Do nothing. The sump pump discharge issue is not a Board priority and not a big enough public concern at this time. The problem is somewhat isolated downtown and Code Enforcement and Public Works could continue to address the issue through citations and maintenance.

Financial Considerations:

Funds will be supplied from the Stormwater Fund. The study cost is \$382,335.25.

This project does qualify for ARPA funding.

This item was identified on the CIP project list. The total budget of \$500,000

Scope of Work	Cost
10 Monitoring Wells	\$45,461
Report / Mitigation Plan	\$336,874
Total	\$382,335

Staff Recommendation:

Staff recommends option one (1) approving and awarding the contract to Smith Environmental Engineering.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-81**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR THE GROUNDWATER IMPACT STUDY AND
AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town has solicited bids for the Groundwater Impact Study project; and,

WHEREAS, the Board of Trustees finds that the lowest responsible bidder for this contract award is Smith Environmental Engineering.

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

1. The Board of Trustees accepts the bid of Smith Environmental Engineering in the amount of \$382,335 as the lowest responsible bid for the Groundwater Impact Study as reflected in the accompanied Action Memorandum and authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney that is substantively the same as the attached Exhibit A.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 13TH DAY OF DECEMBER,
2022.**

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

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

INDEPENDENT CONSULTANT AGREEMENT

THIS INDEPENDENT CONSULTANT AGREEMENT (the "Agreement") is made and entered into this 13th day of December 2022 (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and Smith Environmental & Engineering, ("Consultant").

WHEREAS, The Town desires to engage the services of Consultant to provide the “Services” more fully described on Exhibit A; and

WHEREAS, the Consultant wishes to become associated with the Town as an independent Consultant; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

- 1.01 Town. Town is a municipal corporation located in Frederick, Colorado.
- 1.02 Consultant. Consultant is a private, independent business who will exercise discretion and judgment of an independent Consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.
- 1.03 Intent of the Parties. By this Agreement, Town and Consultant intend for Consultant to be an independent Consultant in relationship to the Town and not the Town’s employee or agent. Consequently, Consultant will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.
 - a) Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town. Consultant is not an agent of the Town, and will not hold itself out to the public as an agent of the Town.
 - b) Consultant has and hereby retains control of and supervision over the performance of Consultant’s obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder. As Consultant will interact with

members of the public, Consultant agrees to employ courteous staff for work on the Services.

- c) The Town will not provide training or instruction to Consultant or any of its employees regarding the performance of Services hereunder, but will provide information and access to Town staff throughout the Services as contemplated in Exhibit A.
- d) Consultant represents that it may be engaged in providing similar services to other municipalities and is not required to work exclusively for the Town.
- e) All Services are to be performed solely at the risk of Consultant, and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- f) Consultant will not combine its business operations in any way with the Town's business operations, and each party shall maintain their operations as separate and distinct.

1.04 Additional Consultant Obligations. In addition to all other obligations contained herein, Consultant agrees:

- a) To furnish all tools, software, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b) To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the standard of care, thoroughness and competence normally practiced by firms in the industry performing services of a similar nature at the time and in the locale the same or similar to the locale where Consultant's Services are being performed and to the satisfaction of the Town.
- c) To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Consultant as an employer.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of Two (2) year unless sooner terminated as herein provided, and if necessary, shall be submitted to the Town sixty (60) days prior to the expiration of the Agreement to consider renewal subject to annual appropriations by the Town.

2.02 Duties and Compensation. The Consultant's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change. Consultant shall submit a properly itemized invoice for services performed and expenses incurred under this

Agreement and shall cooperate with and provide any other necessary information to Town. Town will pay Consultant within thirty (30) days after receipt of such properly itemized claim forms.

2.03 Background Check. The Town may, at its sole discretion, conduct a background check of Consultant, its owners and employees. Consultant agrees to execute any forms necessary to facilitate the background check.

2.04 Information of Reports. The Consultant shall, at such time and in form as the Town may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to the project as may be requested by the Town. The Consultant shall furnish the Town, upon request, with copies of all documents, and other material prepared or developed in relation with or as part of the project. Electronic material prepared and/or developed shall be in a format compatible with Microsoft Office 2019 products or other Town compatible software.

SECTION 3: OPERATIONS

3.01 Expenses: The Consultant shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Consultant each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Consultant shall maintain and keep in force during the term hereof in an amount adequate for the Services to be provided herein. Consultant shall require that any of its agents and/or subconsultants who enter upon the Town's premises shall maintain like insurance. Certificates of such insurance shall be provided to Town upon request.

With regard to all insurance, such insurance shall be primary insurance with any applicable insurance held by the Town being excess insurance only. Nothing contained within this Agreement or attachments is intended to be a waiver of the Town's immunity pursuant to the Colorado Governmental Immunity Act.

4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities as authorized by this Agreement. Consultant agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), to the extent arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the negligent or intentional actions or failure to act of Consultant or any invitees, guests, agents, employees or subconsultants of Consultant, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement. Consultant shall promptly pay to the Town, its successors or assigns, the full amount

of any such costs, loss or damage which the Town, its successors or assigns may sustain or incur, or for which the Town, its successors or assigns, may become liable. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage required herein. The Town shall not provide such indemnification to Consultant, provided, however, that Consultant shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Town. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Consultant's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the limits of the insurance required under this Agreement, up to a maximum of \$3,000,000. In no event shall Contractor be liable to Town for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Agreement.

SECTION 5: TERMINATION

5.01 Termination. Either party upon thirty (30) days prior written notice may terminate this Agreement with or without cause.

- a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, pandemic, or any causes beyond the control of such party.
- b) Upon termination by either party, Consultant shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the Town to the Consultant in conjunction with this Agreement along with any work product created prior to the termination.
- c) Within thirty (30) days of termination Consultant shall submit a final invoice for unpaid services rendered up to the date of termination. In determining the amount of final payment to be made to Consultant upon such termination no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Town to be incurred by reason of Consultant's default of this Agreement.

SECTION 6: MISCELLANEOUS

6.01 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Consultant: Smith Environmental and
Engineering, 250 Perry Lane,
Dacono, CO, 80514

To Town: Town of Frederick
c/o Town Manager
P.O. BOX 435

6.02 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Consultant and Town is one of employment rather than independent Consultant, this Agreement shall become null and void in its entirety.

6.03 Conflicts of Interest. Consultant is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party. During the term of this agreement, the Consultant shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Town. Consultant certifies and warrants to Town that neither it nor any of its officers, agents, employees, or subconsultants who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Town.

6.04 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Consultant under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Consultant of any of the provisions of this Agreement will cause the Town irreparable injury and damage. The Consultant expressly agrees that the Town shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Consultant. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Town may have for damages or otherwise. The various rights and remedies of the Town under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Consultant waives any and all right to injunctive relief in the event of any dispute with the Town, and the Consultant's sole remedy in such a dispute shall be at law limited to the amounts paid by the Town for Services provided pursuant to this Agreement.

6.05 Independent Consultant. This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Town for any purpose. The Consultant is and will remain an independent Consultant in their relationship to the Town. The Consultant shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: INDEPENDENT CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONSULTANT OR SOME OTHER ENTITY. CONSULTANT SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES

INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.

6.06 Records; Audit. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Town or any other authorized representative of the Town. Copies thereof, if requested, shall be furnished at no cost to the Town.

6.07 Ability to Bind the Other Party. Neither Town nor Consultant is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.08 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado with venue in Weld County, Colorado.

6.09 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.10 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.11 Attorney's Fees. Consultant shall be liable to the Town for reasonable attorneys' fees incurred by the Town in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.

6.12 Assignment and Subcontracting. Consultant shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Town. In the event that the Town approves of any such subcontracting, assignment or delegation, Consultant shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The Town shall have no obligation whatsoever toward such persons. Consultant shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Consultant of any responsibility for performing under this Agreement.

6.13 No Modification or Waiver of Conditions. Consultant may not waive or modify all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.

6.14 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town Board at a public meeting.

6.15 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.16 Non-discrimination. Consultant and its officers, agents, employees, and subconsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement

6.17 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.18 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

6.19 Acknowledgment of Review. Consultant hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

CONSULTANT

By 
Name, Title Vice President
Peter L. Smith

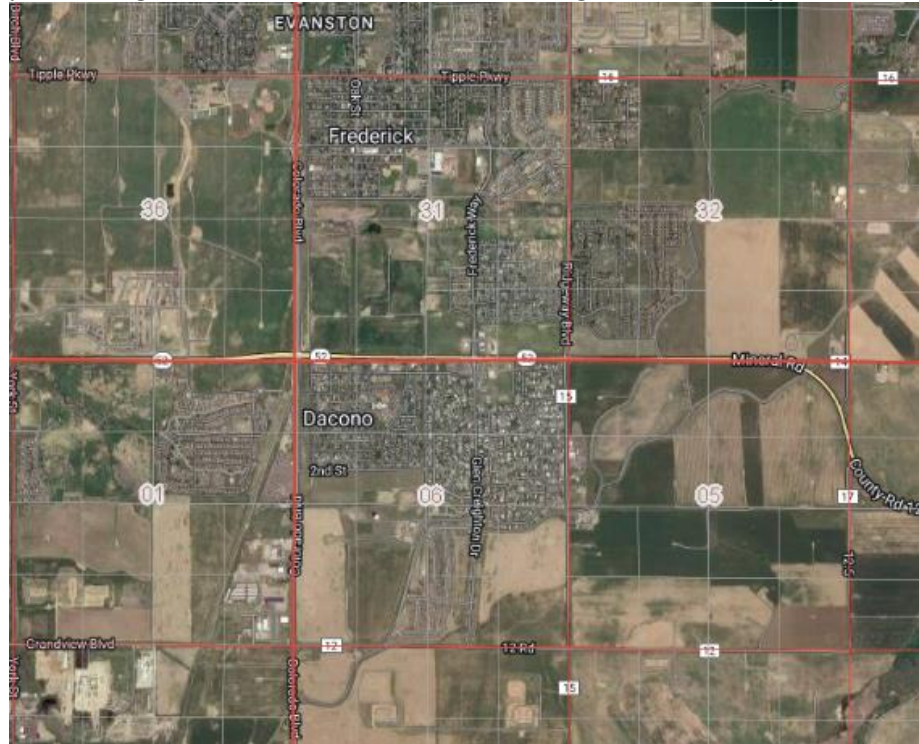
ATTEST:

Meghan C. Martinez, CMC, Town Clerk

Exhibit A

SCOPE OF SERVICES

The Area of Concern (AOC) for this groundwater investigation is Downtown Frederick, an area bounded by Tipple Parkway to the north, 8th St to the South, Colorado Blvd to the West, and Maple Street to the east. This area is approximately 140 ac, or 0.22 sq mi. This area will be investigated to see where high groundwater discharges are occurring and targeted for groundwater lowering strategies. The watershed upgradient of Tipple Parkway is where groundwater contribution is occurring that most likely effects the AOC. The Study Area encompasses about 4.75 sq mi and includes: the E half of Section 36, T. 2 N., R. 68 W.; the E half of Section 1, T. 1 N., R. 68 W.; Sections 31 and 32, T. 2 N., R. 67 W.; and Sections 5 (NW quarter and W half) and 6, T. 1 N., R. 67 W. These six sections are shown to the right.



At this time there are two infrastructure features, one within the AOC and one within the Study Area, that may explain why groundwater levels

are rising in the AOC. Within the AOC, the St. Vrain Sanitation District (SVSD) lined their sanitation return flow lines within this area and noticed an approximate 25% reduction in flow to their treatment facility over the last two years. Also, the large detention pond in Centennial Park occurs just upgradient of the AOC.

After Notice to Proceed (NTP) from the Town, a Kick-off Meeting with the Town of Frederick (Town) will be conducted approximately a week after NTP where the SMITH team (SMITH and INTERA) will: 1) review the project's Project Management Plan (PMP), 2) discuss potential causes of the rising ground water, 3) review concepts of the proposed groundwater monitoring system, 4) describe the groundwater model that will provide clues as to why the ground water is rising, 5) develop preliminary groundwater level lowering strategies, and 7) discuss ground water level lowering strategies that will be permissible under Colorado water law. The SMITH team will perform 12 tasks to complete this groundwater impact study. These tasks are described below. As part of these 12 tasks, eight meetings with Town staff will be conducted and one Open House Workshop with Town Stakeholders.

Task 1 – Prepare Project Management Plan

SMITH and INTERA will prepare a PMP prior to the Kickoff meeting. It will be sent to the Town for their review and then finalized before the kick-off meeting. The PMP will identify project team organization, project schedule, budget and cost controls, quality control procedures, health and safety procedures, and project communication plan.

Task 2 – Collection of Site Data

Publicly available data, topographic, hydrologic, and geologic, will be collected for the Study Area in an effort to identify either natural changes or anthropogenic changes to the groundwater system beneath the AOC that would help to identify the cause of rising water levels. Hydrologic data to be collected for the Study Area will include, but not be limited to, precipitation records, stream flow, drainage reports from Dacono and the Town, aquifer recharge rates, and water withdrawal records. Topographic data for the Study Area will be collected to the degree it's available from Dacono.

The Town knows where some sump pump discharges are occurring within the AOC. They will provide these locations to SMITH. After SMITH staff walk the streets in the AOC looking for sump pump discharge locations, we will talk with all sump pump discharge location landowners to inform them of the groundwater study and gather further information such as depth of their sump pump below ground surface, frequency of pumping, if they have noticed an increase in discharge over the last three years, and if the discharge is in a location other than where we observed it. Also, SMITH will walk the open space areas within the AOC looking for newly occurring wetlands or wetlands that have increased in size, within the last two years, possibly caused through increased sump pump discharge.

Geologic literature/data that will be collected and reviewed include soils and geologic mapping, state database of well logs, USGS or state hydrogeological surveys, hydraulic conductivity of soil and geologic strata, aquifer transmissivity data, other groundwater level data, and field reconnaissance data within the Study Area and identification of surface flows into the detention pond in Centennial Park.

GIS coverages, storm sewer plans, or construction drawings (infrastructure data) from the Town related to the stormwater system construction and the St. Vrain Sanitation District (SVSD's) lining of the sanitary return flow lines within the AOC, will be collected and reviewed to see if it will provide any evidence of the cause of groundwater rise.

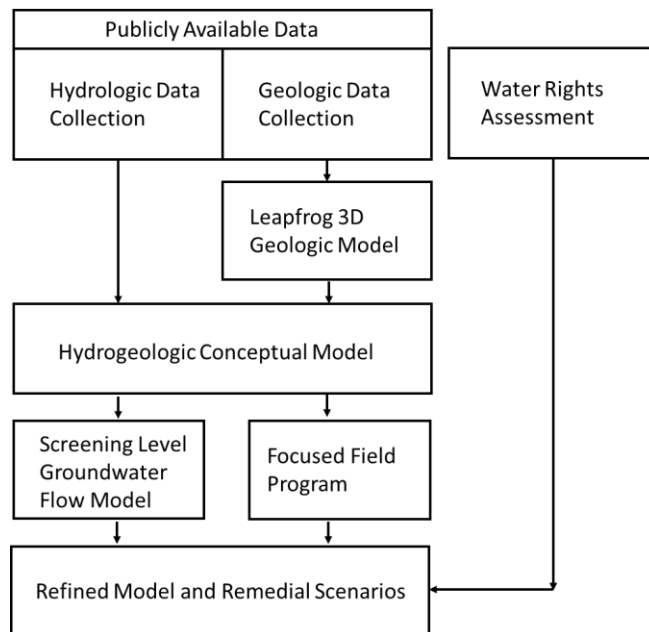
Task 3 – Create GIS Database and 3D Geologic Model

GIS database layers of topographic, hydrologic, geologic, and infrastructure data will be created in ARCGIS for the AOC and Study Area. These data will be used to develop a local 3D Geologic model of the shallow unconfined aquifer beneath the AOC and a 0.5 mi buffer area just outside the AOC to the south, east and west. The model will be developed with Leapfrog software and will aid in developing a hydrogeologic conceptual model of the AOC and buffer area.

If enough pre-2019 data are available – sump pump discharge locations, wetlands, and infrastructure data – we will develop it in the GIS and 3D model so that we have information for pre 2019 and post 2019 scenarios. A second meeting will be conducted for the Town staff. At this meeting we will present a summary of data collected, GIS database layers created, and the preliminary 3D Geologic model for discussion.

Task 4 – Identify Potential Causes of Groundwater Rise

Using the GIS database layers and the 3D model as supporting information, SMITH and INTERA will start to formulate hypotheses explaining the groundwater rise and add other possible causes to this list, with the Town's input. While this is occurring, SMITH will be working on a parallel path identifying monitoring well locations while INTERA focuses on developing a screening-level groundwater flow model of the shallow aquifer of the AOC and buffer area, as described in Task 7 below.



After the SMITH team finalizes the list of potential causes of groundwater rise, we will meet with the Town's staff (third meeting) for their input and review. After this meeting we will conduct the Open House Workshop – meet with the AOC Stakeholders (landowners having sump pump discharge) to give a summary of the 3D Model data and potential causes of groundwater rise.

Task 5 - Identify Locations of and Install Ground Water Monitoring Wells

The SMITH team will develop a map showing preliminary locations of groundwater monitoring wells. This map will be shared with the Town and the location of these monitoring wells will be finalized. We believe that up to 10 ground water monitoring wells may be needed in the AOC. Constraints to the locations will be discussed with the Town and the locations finalized as part of this task.

SMITH and its subcontractor driller will install 10 groundwater monitoring wells in the AOC. SMITH will also complete two soil borings in the Centennial Park detention pond to understand soil/bedrock horizons below the bottom of the pond and above the water table. These two borings will start at the bottom of the cattails in the detention pond and extend down into the underlying water table. Monitoring wells will be no deeper than 30 feet below ground surface (bgs). Two-inch diameter monitoring wells will be installed, and soil/geologic horizons described, including texture, structure, depth to bedrock, depth to water table, and other bedrock characteristics when soil borings are being completed for each well.

SMITH will also conduct up to three slug tests to determine the transmissivity of the soil/bedrock strata in the aquifer and one saturated hydraulic conductivity test in the horizons beneath the detention pond but above the water table, both of which will be needed to run the 3D Geologic model more effectively.

A fourth meeting will be conducted for the Town staff to discuss the results of the groundwater monitoring well installation and transmissivity testing.

Task 6 – Complete Six Months of Groundwater Monitoring

SMITH will conduct six months of monthly ground water monitoring measurements. Only depth to ground water will be measured. The 3D Geologic model will be updated with this information.

A fifth meeting will be conducted for the Town after six months of monitoring to discuss groundwater monitoring results and discuss if monitoring should continue for another six months on any of the wells. Six months of monitoring data, we believe, may be sufficient to develop groundwater lowering strategies.

Task 7 – Develop Screening-Level Groundwater Flow Model

While the field program is proceeding, INTERA will begin work on a screening-level groundwater flow model based on the data collected. The screening model will be simple and flexible to formulate and test hypotheses related to the water table rise observed in the Town.

Task 8 – Refine Model, Remedial Scenarios, and Strategy for Lowering Water Levels

Results of the screening model study and the focused field program will contribute to a refined conceptual model of flow and a refined groundwater flow model by INTERA. The groundwater flow model will be used to assess and compare remedial options for lowering the water table to acceptable levels in the Town.

The screening model will likely be developed with GFLOW software, and, if necessary, the refined model may be developed with MODFLOW. A schematic of the process is depicted above. If needed, the target will be to develop a groundwater model as simple as possible to reflect the available data and be able to simulate the impact of proposed solutions.

No environmental tracer testing is proposed at this time, so tracer test costs are not included in the cost estimate.

A sixth meeting will be conducted for Town staff where remedial scenarios and strategies for lowering groundwater levels will be finalized.

Task 9 - Evaluate Impacts of Preliminary Ground Water Level Lowering Strategies within Colorado Water Law

Alongside any recommendations regarding the nuisance water found during this project, INTERA will also help to find solutions in compliance with Colorado Water Rights Law. Such solutions may consist of, but not be limited to, obtaining permits for new wells as needed (e.g., permit for temporary dewatering wells), reintroducing removed groundwater to the stream or to an infiltration pond tributary to the same stream, design of an augmentation plan to replace stream depletions by other sources. If negotiations with the State Engineers Office become necessary, the Town will take the lead on these discussions. Our target is to propose the most efficient and most appropriate solutions that fit within the requirements of Colorado water law.

If an augmentation plan is deemed necessary, INTERA will assist the Town in designing a plan for augmentation that fits within the Town's current portfolio of water rights and, if needed, help the Town with acquiring fully consumable water or replacement credits for use in a plan for augmentation. If needed, INTERA can design an accounting sheet to track depletions to the river, calculate necessary

augmentation water, and indicate when credits are used to offset those depletions. This sheet could be filled out and submitted to the State Engineer on a monthly basis.

Given that the extent and complexity of a plan for augmentation, if needed, is unknown, it is difficult to accurately forecast cost of the effort associated with such work. Once the extent of this work is reasonably identified, we will provide a cost estimate for a change order, if needed.

A seventh meeting will be conducted for Town staff to review ground water level lowering strategies within the context of Colorado water law.

Task 10 – Describe Steps to Implement the Final Ground Water Level Lowering Strategies

After finalizing the groundwater lowering strategies, the SMITH team will develop and describe the steps and process for the Town to implement groundwater level lowering strategies.

An eighth meeting will be conducted for Town staff. We will present and discuss final Ground Water Level Lowering Strategies, Steps, and Process.

Task 11 – Prepare Final Report

The SMITH team will prepare a final report to present: 1) data collected, 2) ground water modeling results and other data collected indicating the cause(s) of the ground water rise, 3) a discussion of ground water level lowering strategies within the AOC and water rights consideration of these strategies, and 4) implementation steps (process for the Town to follow) to lower groundwater levels to appropriate levels in the AOC, 5) considerations to mitigate water level rise over the long term, and 6) language for a future ordinance that minimizes sump pump discharges from homeowners.

Task 12 - Implement the Best Ground Water Lowering Strategies

The most cost-effective groundwater lowering strategies developed as a result of completing tasks 9 and 10, and presented in the final report, and that have the greatest beneficial impacts on groundwater elevations within the AOC will be implemented. Costs for implementing these remedial strategies are not shown since the remedial strategies have not been selected.



SMITH ENVIRONMENTAL AND ENGINEERING

Delivering Sustainable Environmental Solutions

FREDERICK GROUND WATER IMPACTS STUDY AND MITIGATION SCHEDULE

November 23, 2022

TASK	START	END
Notice to Proceed	December 14, 2022	
Task 1 - Prepare Project Management Plan	December 14 2022	December 15, 2022
Kickoff Meeting	December 16, 2022	
Task 2 - Collection of Site Data, Talk with Landowners	December 16, 2022	December 23, 2022
Task 3 – Create GIS Database and 3D Geologic Model	December 27, 2022	January 17, 2023
Second Meeting - with Town Staff	January 18, 2023	
Task 4 - Identify Potential Causes of Groundwater Rise	January 19, 2023	January 23, 2023
Third Meeting - with Town Staff	January 24, 2023	
Open House Workshop	January 30, 2023	
Task 5 - Locate and Install Ground Water Monitoring Wells	January 31, 2023	March 20, 2023
Fourth Meeting - with Town Staff	March 22, 2023	
Task 6 – Six months of Groundwater Monitoring	March 20, 2023	September 21, 2023
Fifth Meeting	September 28, 2023	
Task - Develop Screening Level Groundwater Flow Model	September 29, 2023	October 30, 2023
Task 8 – Remedial Scenarios and Strategy for Lowering Water Levels	October 31, 2023	November 6, 2022
Sixth Meeting	November 8, 2023	
Task 9 - Evaluate Ground Water Level Lowering Strategies within Colorado Water Law	November 10, 2023	December 11, 2023
Seventh Meeting	December 12, 2023	
Task 10 – Steps to Implement the Ground Water Lowering Strategies	December 14, 2023	January 15, 2023
Eighth Meeting	January 18, 2024	
Task 11 - Prepare Final Report	January 19, 2024	February 20, 2023
Task 12 - Implement Remedial Strategies	February 20, 2024	???



SMITH ENVIRONMENTAL AND ENGINEERING
Delivering Sustainable Environmental Solutions

COST ESTIMATE - Frederick GW Cost Estimate

Staff Member, Title	Labor															Other Direct Costs				TOTAL
	Peter L. Smith, Principal	Jonathan Diller, PM	Cecilia Eargle/Jacob Kriska, Engineer II	Ben Wilson, HMI/H Mgr.	Dejan Smaic, Senior Hydrogeologist	Colin Marshall/Thom as Zimmerman,	Rebecca Hannon, Env Scientist III	Shaden Musleh, Principal Engineer II	Steven Humphrey, Senior Hydrogeologis	Travis Zielke, Hydrogeologist III	Erik Anderson, Principal Engineer I	Nathan Hatch, Hydrogeologist II	Erick, Fox GIS Analyst	Mitsuyo Tsuda, Hydrogeologist	Mileage	per well	Other ODCs (e.g. public meeting material)	Driller	Water Depth Meter/Slug Testing Equipment	
TASK	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	miles			Days	days	
Task 1 – Prepare Project Management Plan & Kickoff Meeting	11	11	32		6		4	2	2						160					\$ 8,883.62
Task 2 – Collection of Downtown Frederick and Study Site Data	12	12	44	4	44	44	20	3	4	24			8		230					\$ 26,554.28
Task 3 – Create GIS Database and 3D Geologic Model & Second Meeting with Town staff	14	14	28	1	6		60	12	8	14	4	4	30	120	150					\$ 42,748.97
Task 4 - Identify Potential Causes of Groundwater Rise, Third Meeting with Town staff, & Open House Workshop	18	18	8	1	18		6	18	18	16	4	8			190		500			\$ 23,121.09
Task 5 - Locate and Install Ground Water Monitoring Wells in Downtown Frederick & Fourth Meeting with Town staff	16	14		2	80	80		8	8	16	4	2		4	200	10		5	6	\$ 45,961.00
Task 6 – Complete six months of Groundwater Monitoring & Fifth Meeting with Town staff	18	24			120	60		4	4	4	2	4			200				15	\$ 29,257.58
Task 7 – Develop Screening-Level Groundwater Flow Model	8	12			24			16	44	12	6	150		8	150					\$ 42,681.61
Task 8 – Remedial Scenarios and Strategy for Lowering Water Levels in Downtown Frederick & Sixth Meeting with Town staff	8	12			24			20	44	12	4	100	4	8	150					\$ 37,208.35
Task 9 - Evaluate Impacts of Preliminary Ground Water Level Lowering Strategies within Colorado Water Law & Seventh Meeting	8	10			10			48	20	48	2	48		4	150					\$ 36,192.81
Task 10 – Steps to Implement the Ground Water Lowering Strategies for Downtown Frederick & Eighth Meeting with Town staff	16	16			20			16	12	24	4	20		8	150					\$ 22,717.55
Task 11 – Prepare Final Report	18	50	100		100	100	24	16	40	16	4	40	12	16						\$ 67,008.24
Task 12 - Implement Remedial Strategies																				
column total	147	193	212	8	452	284	114	163	204	186	34	376	54	168	1730	10	500	5	21	\$ 382,335.10
billing or unit rate (\$)	\$ 190.00	\$ 145.00	\$ 97.00	\$ 120.00	\$ 100.00	\$ 93.00	\$ 120.00	\$ 265.19	\$ 192.12	\$ 172.26	\$ 241.57	\$ 131.54	\$ 131.53	\$ 123.00	\$ 0.625	450.00	\$ 1.10	\$ 2,400.00	75.00	
subtotal cost	\$ 27,930.00	\$ 27,985.00	\$ 20,564.00	\$ 960.00	\$ 45,200.00	\$ 26,412.00	\$ 13,680.00	\$ 43,225.97	\$ 39,192.48	\$ 32,040.36	\$ 8,213.38	\$ 49,459.04	\$ 7,102.62	\$ 20,664.00	\$ 1,081.25	\$ 4,500.00	\$ 550.00	\$ 12,000.00	\$ 1,575.00	\$ 382,335.10

Assumptions:

1. Only one round of revisions to the Project Management Plan
2. Town provides locations of sump pump discharge locations they know of. No more than 30 sump locations in the downtown area.
3. Up to 10 GW Monitoring wells, on average 20 ft deep, will be installed and four slug tests will be performed
4. Monthly depth-to-groundwater measurements for six months
5. No meetings with the Town Board.
6. Only one Open House Workshop for Town Stakeholders
7. The Town will provide hardcopy drawings of the new storm sewer system and other data it has, as requested by SMITH.
8. Town provides a meeting location for the Open House Workshop.
9. Cost does not include the implementation of any remedial strategies, only remedial recommendations.

2022-23 BILLING RATES - SMITH ENVIRONMENTAL & ENGINEERING

Labor Categories	Billing Rate (\$/hr)	Personnel
Principal	\$190.00	P. Smith, L. Smith
Engineering Group Manager/Senior Engineer	\$145.00	J. Diller
Senior Cultural Res Spec/Proj Mgr	\$120.00	B. Mutaw
Construction Group Manager	\$125.00	J. Goessling
Environmental Engineer II/Project Manager	\$115.00	L. Denke
Accounting Manager/Contract Admin.	\$125.00	S. Haskell
Hazardous Materials/IH Group Manager	\$115.00	B. Wilson
Environmental Scientist III/GIS Specioalist III	\$120.00	R. Hannon
Construction Project Manager	\$104.00	N. Pauley
Environmental Scientist III	\$100.00	D. Smaic
Environmental Engineer II	\$97.00	C. Eargle, J. Kriska
Environmental Scientist II/Proj Mgr	\$93.00	J. Moree
Environmental Scientist II	\$93.00	C. Marshall, T. Zimmerman
Construction Estimator	\$93.00	C. Marshall
Construction Foreman/TECS	\$82.00	
Office and HR Coordinator	\$80.00	J. Emmett
Environmental Scientist I	\$79.00	Z. Eiten, H. Brown, C. Pierce, M. Wertheimer
Public Information Specialist	\$80.00	J. Emmett
Equipment Operator	\$80.00	J. Chavez
Construction Foreman	\$80.00	K. Anderson, E. Munoz, J. Chavez
Project Accounting Specialist	\$75.00	L. Rubio
Construction Laborers	\$65.00	

2022-23 BILLING RATES - FREDERICK GROUNDWATER STUDY - INTERA

Principal Engineer II	\$265.19	S. Msuleh
Principal Engineer I	\$241.57	E. Anderson
Senior Hydrogeologist	\$192.12	S. Humphrey
Hydrogeologist III	\$172.26	T. Zeilke
Hydrogeologist II	\$131.54	N. Hatch
GIS Analyst	\$131.53	E. Fox
Hydrogeologist I	\$123.00	H. Tsuda

OTHER DIRECT COSTS**RATE**

Mileage (2x4)	\$0.565
Mileage (4x4)	\$0.700
EDR Hazardous Material Database Search	cost + 15%
CNHP Database Search	cost + 15%
Subcontractor Invoices	cost + 10%
Outside Photocopying/Printing	cost + 10%

Miscellaneous Field Supplies	cost + 10%
Laboratory Analyses	cost + 10%
Large Plots (2'x3', 3'x4', etc.)	\$1.50/sq ft
GPS Unit (1-M Res) Rental	\$100/day
Giddings Drill Rig on 4X4 Truck	\$275/day
Theodolite/Surveying Equipment	\$100/day
ATV + Herbicide + Boom Applicator	\$85/hour
Small and Medium-Sized Trailer	\$15/day
Gooseneck Trailer	\$25/day
Herbicide Backpack and Sprayer	\$20/day
Water Tank (300 gal) and Pump	\$40/day
Water Tank (250 gal)	\$10/day
Hi-Flow Air Sampling Pump & Cassettes	\$30/day
Chain Saw	\$75/day
Pneumatic Hog Ringer (with Compressor and Generator)	\$75/day
PERC Machine	\$150/day
Water Level Meter	\$25/day
Photoionization Detector	\$30/day
Skidsteer	\$400/day; \$1,350/wk
Generator	\$25/day
1,600 gal Water tank, pump, and trailer	\$200/day
Turbidity meter	\$25/day



SMITH ENVIRONMENTAL AND ENGINEERING

Delivering Sustainable Environmental Solutions

DATA SMITH WOULD LIKE TO HAVE BY THE KICKOFF MEETING

1. Surface topography (hopefully one-ft topo lines) for downtown Frederick [Area of Concern (AOC) as defined in the Scope of Services] and extending 0.25 mi to the E and 0.5 mi S and W of the AOC – electronic (preferably) or hardcopy.
2. As-built drawings for the storm sewer installed in 2020 and any other storm sewer line design and/or as-builts in the AOC or Study Area, as defined in the Scope of Services, e.g., the storm sewer lines starting in the detention pond just S of Cedar Dr and E of Hawthorne St; the low flow channel that empties into a storm sewer at the southeast corner of Frederick Way and 5th St.; and stormwater flows coming off of the Spark Discovery Preschool, Carbon Valley Recreation Center, Frederick High School, the Frederick subdivisions SE of downtown Frederick, and Thunder Valley K-8 school – electronic (preferably) or hardcopy.
3. If you have them, the location of the St Vrain sanitation sewer lines and a contact person there that we can talk to having knowledge of the sewer line flows before and after the sealing of those lines – electronic (preferably) or hardcopy.
4. Locations of any wells the Town has installed in the downtown Frederick or Study Area including depth of well, borehole logs, and depth to groundwater data – electronic (preferably) or hardcopy.
5. A map showing the extent of electrical utilities (power lines) owned by the Town that are on Town property within downtown Frederick and Study Areas – electronic (preferably) or hardcopy.
6. Design and/or as-built drawings for the Centennial Park Pond and the small unnamed pond just SE of the Centennial Park Pond – electronic (preferably) or hardcopy.
7. Known locations of leaking water supply pipes within downtown Frederick or Study Areas – electronic (preferably) or hardcopy.
8. Known locations of sump pump discharge within downtown Frederick or the Study Areas – electronic (preferably) or hardcopy.
9. Projected residential and/or commercial buildout areas for the next 10-20 years within downtown Frederick and the Study Area – electronic (preferably) or hardcopy.
10. Location of any meteorological station within the downtown Frederick or Study Areas, and data collected from that meteorological station the Town may have – electronic (preferably) or hardcopy.
11. Any technical reports submitted to the Town covering areas that are in downtown Frederick or the Study Areas that contain hydrogeologic information, such as a geotechnical report, submitted as part of a subdivision development plan you may have – electronic (preferably) or hardcopy.
12. Any outfall study or drainage reports for the downtown Frederick and Study Area you may have – electronic (preferably) or hardcopy.
13. Any detention pond plans or as-builts for any detention pond in the downtown Frederick or Study Area – electronic (preferably) or hardcopy.



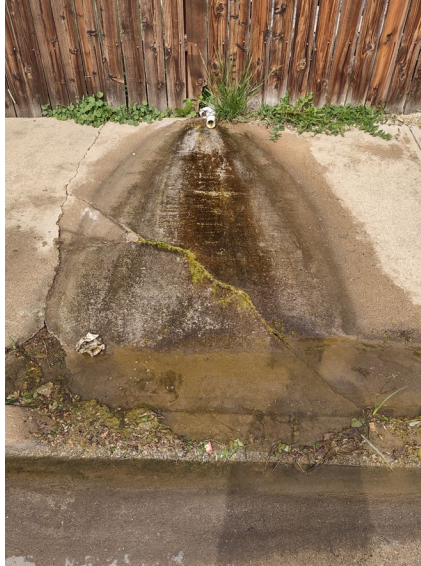
Groundwater Impact Study – Contract Award

Zackery Roberson – Stormwater Engineer

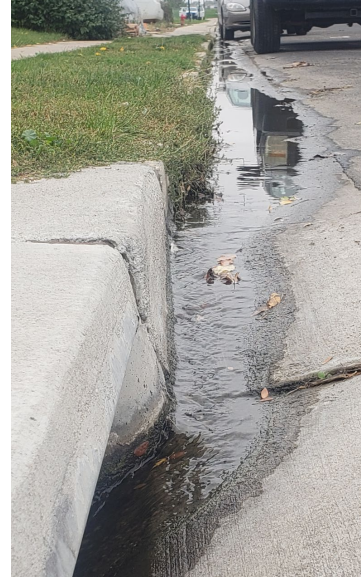
BUILT ON WHAT MATTERS



The Issue



Sump pump discharge



Gutter nuisance flow





Groundwater Impact Study

- This project was identified on the 2022 CIP plan with a total budget of \$500,000 for Design and Construction
- Engineering has completed a Request For Qualifications with three firms responding with a Submittal of Qualifications



RFQ Scoring

- The three SOQs were scored using the following criteria

WEIGHTING FACTOR	QUALIFICATION	STANDARD
3	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used, and results that are desired from the project?
2	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people with the requisite skills assigned to the project?
1	Availability	Are other qualified personnel available to assist if required? Is the project team available to attend meetings as required by the Scope of Work?
3	Statement Quality	Is the statement of qualification complete? Are there any errors? Does the Firm reference specific Town Planning documents?



RFQ Scoring – Results

- The three SOQs were scored individually by all five staff Engineers and the results were combined to pick the top firm
- Smith Environmental & Engineering scored the highest due to specialized staff and Similar projects successfully completed by the firm.

Firm
SANBORN HEAD & ASSOCIATES
Smith Environmental & Engineering
WaterVation, PLLC

Area of Interest

- Due to budgeting and timing constraints the scope of the area was reduced from Frederick Municipal limits to Historical Down Town Area
- Engineering believes this will have the greatest impact





FREDERICK GROUND WATER IMPACTS STUDY AND MITIGATION SCHEDULE

November 23, 2022

TASK	START	END
Notice to Proceed	December 14, 2022	
Task 1 - Prepare Project Management Plan	December 14 2022	December 15, 2022
Kickoff Meeting	December 16, 2022	
Task 2 - Collection of Site Data, Talk with Landowners	December 16, 2022	December 23, 2022
Task 3 – Create GIS Database and 3D Geologic Model	December 27, 2022	January 17, 2023
Second Meeting - with Town Staff	January 18, 2023	
Task 4 - Identify Potential Causes of Groundwater Rise	January 19, 2023	January 23, 2023
Third Meeting - with Town Staff	January 24, 2023	
Open House Workshop	January 30, 2023	
Task 5 - Locate and Install Ground Water Monitoring Wells	January 31, 2023	March 20, 2023
Fourth Meeting - with Town Staff	March 22, 2023	
Task 6 – Six months of Groundwater Monitoring	March 20, 2023	September 21, 2023
Fifth Meeting	September 28, 2023	
Task - Develop Screening Level Groundwater Flow Model	September 29, 2023	October 30, 2023
Task 8 – Remedial Scenarios and Strategy for Lowering Water Levels	October 31, 2023	November 6, 2022
Sixth Meeting	November 8, 2023	
Task 9 - Evaluate Ground Water Level Lowering Strategies within Colorado Water Law	November 10, 2023	December 11, 2023
Seventh Meeting	December 12, 2023	
Task 10 – Steps to Implement the Ground Water Lowering Strategies	December 14, 2023	January 15, 2023
Eighth Meeting	January 18, 2024	
Task 11 - Prepare Final Report	January 19, 2024	February 20, 2023
Task 12 - Implement Remedial Strategies	February 20, 2024	???

Built on What Matters.



Action Items

1. **Award the contract to Smith Environmental Engineering** - Proceed with the current bid proposal of \$382,335.
2. **Deny the Award of Contract and Relocate Funds** - Do not proceed with using a consultant to evaluate and monitor the groundwater. Instead, use budgeted funds for the design and construction of more traditional infrastructure.
3. **Deny the Award of Contract and Reserve Funds**- Do nothing. The sump pump discharge issue is not a Board priority and not a big enough public concern at this time.

Staff recommends option one (1) approving and awarding the contract to Smith Environmental Engineering.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Consideration of the Appointment of Roger Kelly and Joseph Sammartino to the Planning Commission

Agenda Date: Town Board Meeting – December 13, 2022

Attachments:

- a. Application from Roger Kelly
- b. Application from Joseph Sammartino

Finance Review:

Finance Director

Submitted by:

Meghan C. Martin

Town Clerk

Approved for Presentation:

Bray O'Sullivan

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Staff is submitting two candidates to the Board of Trustees for consideration of appointment to the Planning Commission.

Detail of Issue/Request:

On November 16, 2022 Trustee Padia, Trustee Brown and various members of staff participated on an interview panel for various vacancies on the Town's Boards, Commissions and Committees. After completion of the interviews, the interview panel is recommending the appointment of Roger Kelly and Joseph Sammartino to the Planning Commission. There are currently three vacancies on the Planning Commission and appointment of Mr. Kelly and Mr. Sammartino will fill two of the vacancies.

Legal/Political Considerations:

Built on What Matters.

None

Alternatives/Options:

The Board may choose to appoint the candidates or request staff continue to advertise the vacancies.

Financial Considerations:

Not applicable.

Staff Recommendation:

Staff takes no position on this item.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Consideration of the Appointment of Lee Schlais to the Parks, Open Space, and Trails Commission

Agenda Date: Town Board Meeting – December 13, 2022

Attachments: a. Application from Lee Schlais

Finance Review:

Finance Director

Submitted by:

Meghan C. Martin

Town Clerk

Approved for Presentation:

Boyd O'Sullivan

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Staff is submitting one candidate for consideration for appointment to the Parks, Open Space, and Trails Commission.

Detail of Issue/Request:

On November 16, 2022 Trustee Padia, Trustee Brown and various members of staff participated on an interview panel for various vacancies on the Town's Boards, Commissions and Committees. After conducting interviews, the interview panel is recommending the appointment Mr. Lee Schlais to the Parks, Open Space and Trails Commission. There are currently two vacancies on the Parks, Open Space, and Trails Commission. Appointment of Mr. Schlais would fill one of the vacancies.

Legal/Political Considerations:

Built on What Matters.

None

Alternatives/Options:

The Board may choose to appoint the candidate or request staff continue to advertise the vacancies.

Financial Considerations:

Not applicable.

Staff Recommendation:

Staff takes no position on this item.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

Consideration of the Appointment of Thomas Cave to the Historic Preservation Advisory Committee

Agenda Date: Town Board Meeting – December 13, 2022

Attachments: a. Application from Thomas Cave

Finance Review:

Finance Director

Submitted by:

Meghan C. Martin

Town Clerk

Approved for Presentation:

Boyd D. ...

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Staff is submitting one candidate for consideration for appointment to the Historic Preservation Advisory Committee.

Detail of Issue/Request:

On November 16, 2022 Trustee Padia, Trustee Brown and various members of staff participated on an interview panel for various vacancies on the Town's Boards, Commissions and Committees. After conducting interviews, the interview panel is recommending the appointment Mr. Thomas Cave to the Historic Preservation Advisory Committee. There are currently seven vacancies on the Historic Preservation Advisory Committee and appointment of Mr. Cave will fill one of the vacancies.

Legal/Political Considerations:

Built on What Matters.

None

Alternatives/Options:

The Board may choose to appoint the candidate or request staff continue to advertise the vacancies.

Financial Considerations:

Not applicable.

Staff Recommendation:

Staff takes no position on this item.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

CONSIDERATION OF JOHNSON FARM/SPINDLE HILL ENERGY COMPREHENSIVE PLAN AMENDMENT AND REZONE (AKA COLUMBINE HEIGHTS) (Project No. 2022-010)

Agenda Date: Town Board Meeting – December 13, 2022

Attachments:

- a. Comprehensive Plan Amendment Map
- b. Zoning Map
- c. Letter of Intent
- d. Planning Commission Minutes 10-6-22
- e. Signed PCR-2022-12A
- f. Signed PCR-2022-13A
- g. Wheatly, LLC Letter
- h. Applicant's response to Wheatly, LLC Letter

Finance Review: _____
Finance Director

Submitted by: _____
Maureen Welsh
Planner II

Approved for Presentation: _____
Bryan Ostler
Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

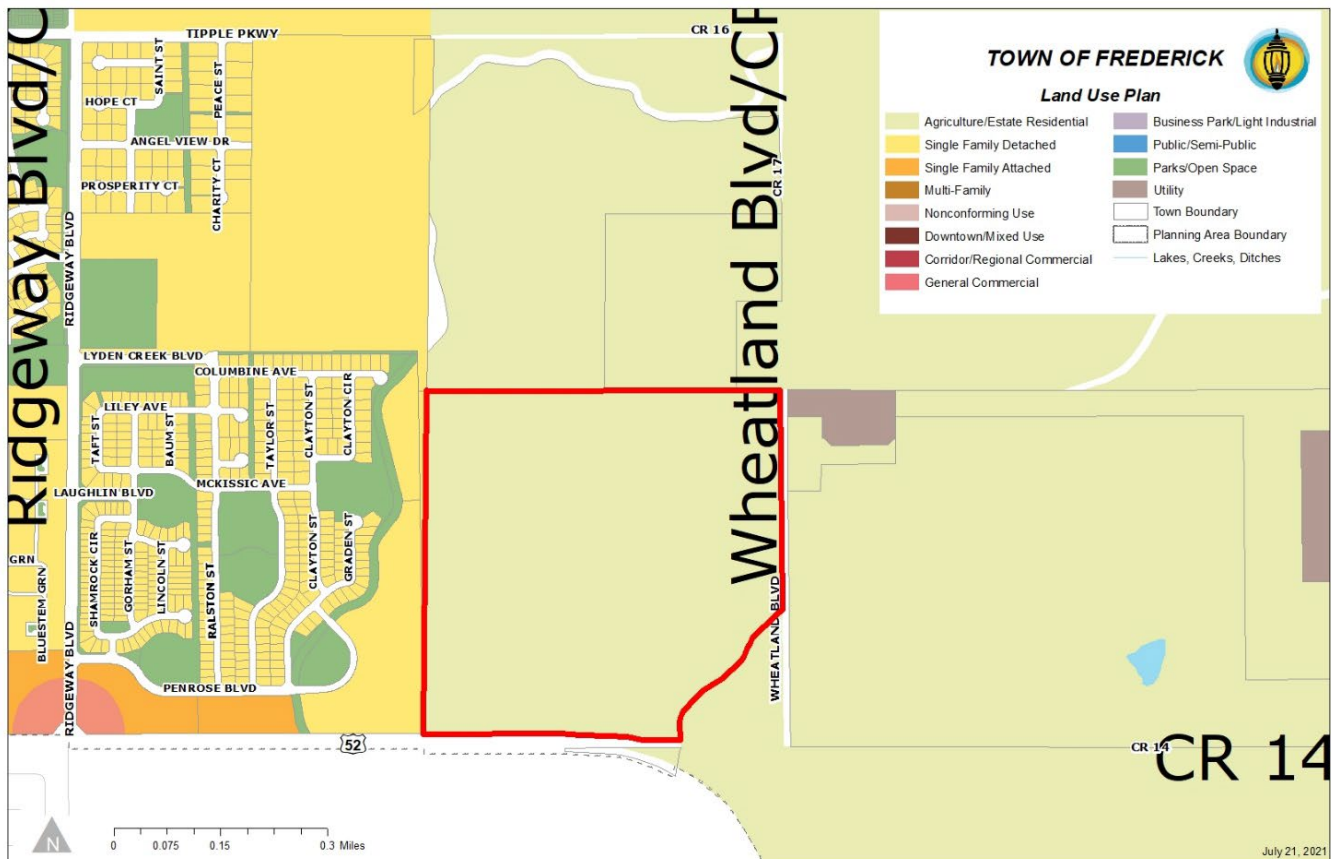
Summary Statement:

This is a request to consider the proposed Comprehensive Plan Amendment and Rezoning of 142.9 acres.

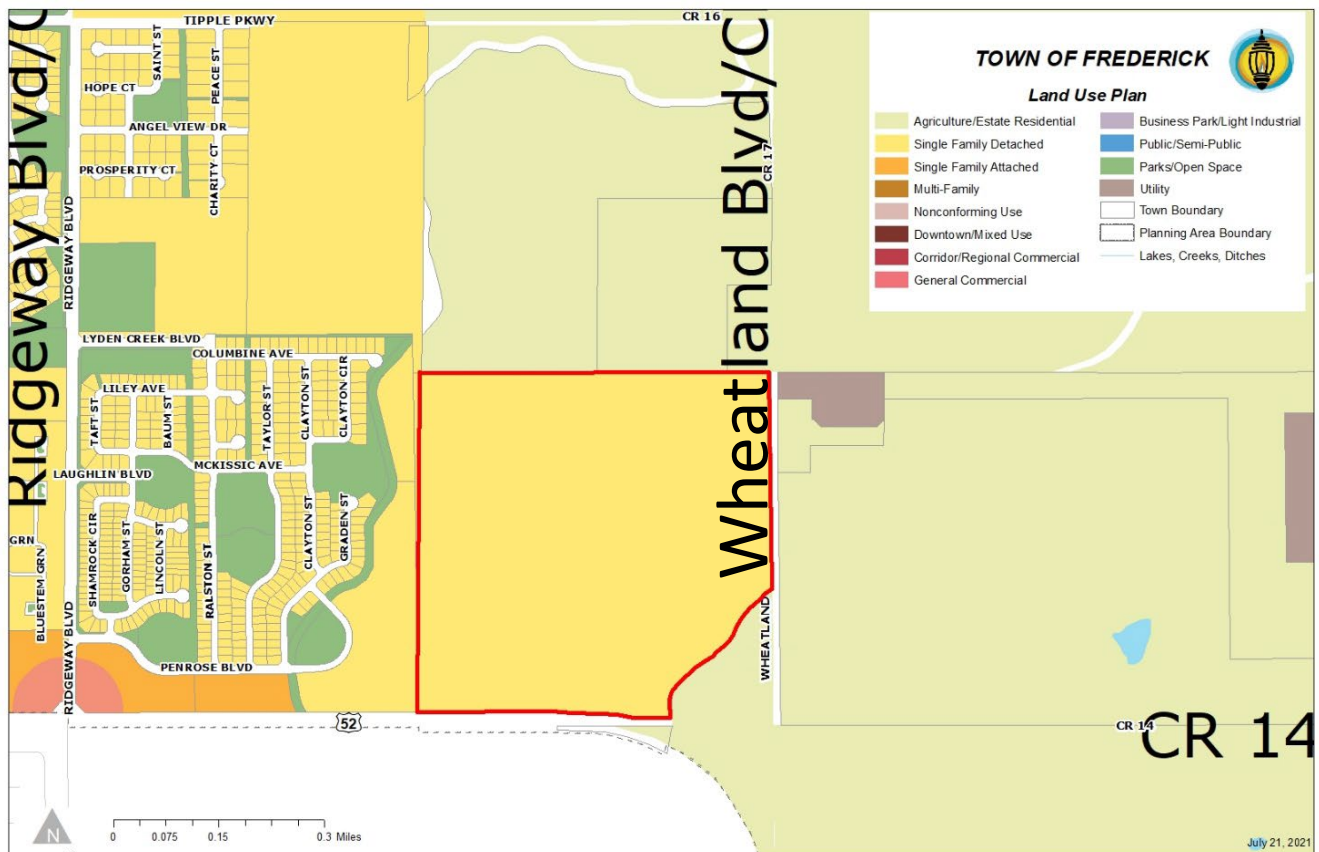
Strategic Plan Alignment:

Community and Economic Vitality- Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and enhances various economic opportunities.

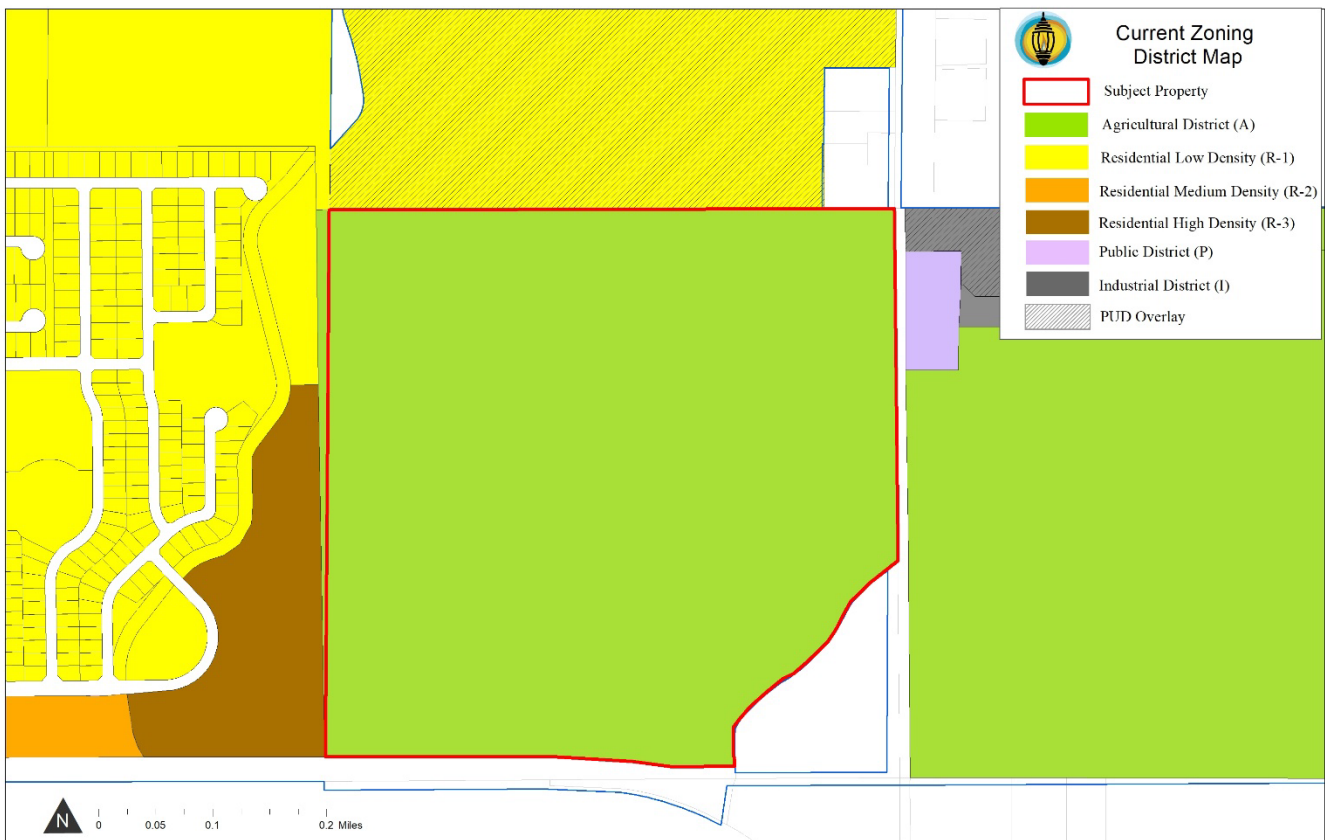
Built on What Matters.



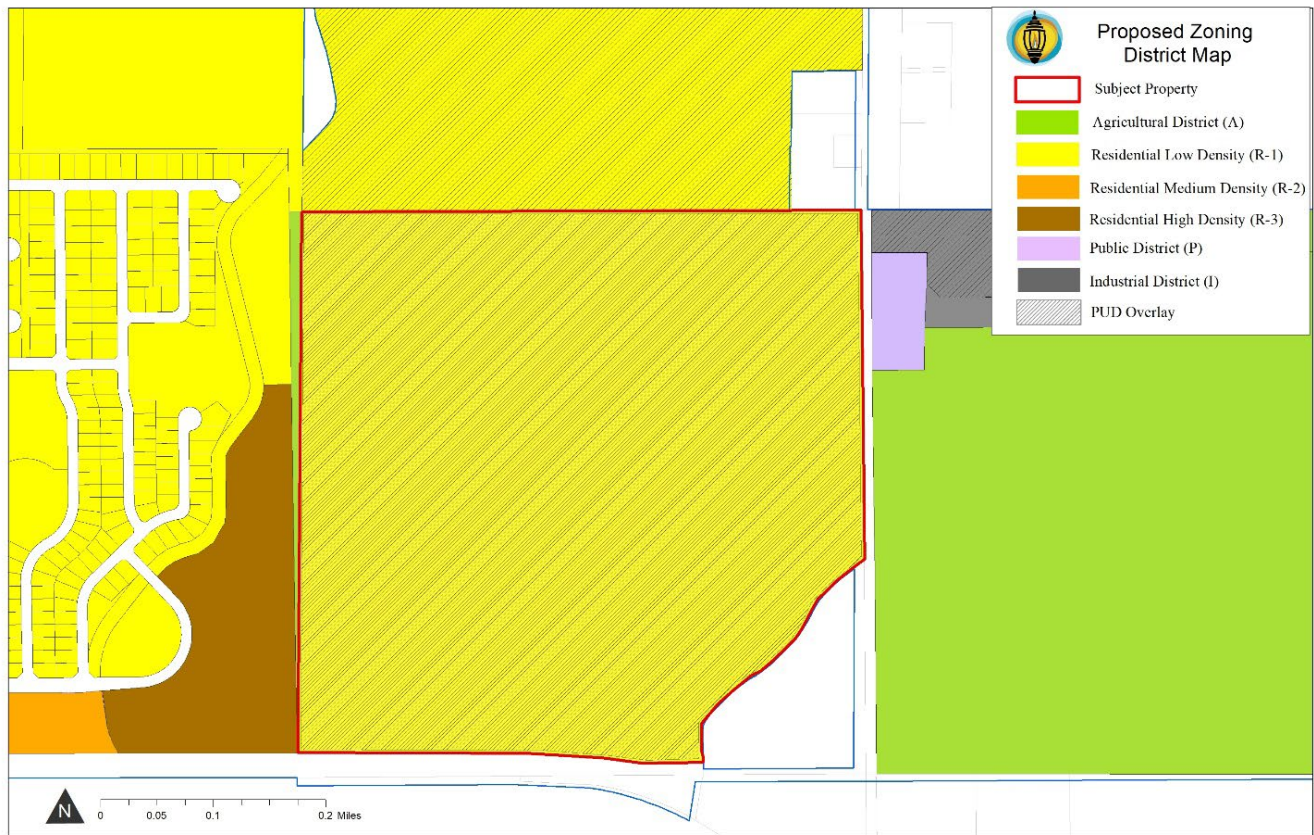
Proposed Comprehensive Plan Designation:



Vicinity Map with Existing Zoning:



Vicinity Map with Proposed Zoning:



Background Information:

The Johnson Farms/ Spindle Hill Energy Annexation and Zoning was approved by the Town in 2006. At that time the 142.9-acre parcel was zoned as Agricultural. The 1996 and 2016 Comprehensive Plans have designated this parcel's land use as Agriculture/Estate Residential. The intent of this land use designation is to accommodate both agricultural land uses and large-lot single-family development which contribute to the rural character of the Town.

The Agricultural zone district permits residential uses such as single family detached dwellings at a density of 0.5 acres per dwelling unit. The Agricultural zone district also permits agricultural land uses such as farming, greenhouses, and open-air farmers' markets.

Request:

In order to process a rezone request, we require that the zoning map matches the intent of the Comprehensive Plan map. Our Board of Trustees is considering both applications tonight in staff's effort to ensure that the Town's zoning map and Comprehensive Plan map are cohesive.

This request is to consider a Comprehensive Plan Amendment to change the land use designation of this property from Agriculture/Estate Residential to Single Family Detached. In tandem with the Comprehensive Plan Amendment request, the applicant is requesting a re-zoning of this property from Agricultural to Residential Low Density with a PUD Overlay. The single family detached land use

designation's intent is to provide stand-alone structures for individual families while providing a balance of local connectivity and conservation design to improve both motorized and non-motorized transportation. The Residential Low Density zone district permits single family detached dwellings at rate of 5 dwelling units per acre. With the PUD Overlay being requested as well, the applicant has the ability to request modifications to the Town's Land Use Code standards.

Comprehensive Plan Amendment Review Criteria:

The Comprehensive Plan may be amended pursuant to the following criteria:

- (1) The amendment improves the implementation of one or more goals, policies, and strategies of the Town of Frederick Comprehensive Plan.
- (2) The amendment will not pose a detrimental impact on existing or planned Town facilities, services or transportation facilities.
- (3) The amendment will not interfere with the existing or emerging land use patterns and densities/intensities of the surrounding neighborhoods as depicted on the Land Use Plan and contained within the Town of Frederick Comprehensive Plan.
- (4) The amendment will not interfere with, or prevent, the provision of any of the area's (neighborhood's) existing, planned, or previously committed services.

Staff Comment: Criterion 1) The intent of the Comprehensive Plan Amendment request is to accommodate a future residential subdivision within the Residential Low Density zone district. One of the Comprehensive Plan's current Goals is to encourage development within the Primary Growth Area to leverage existing community facilities and infrastructure. With the Town having experienced a significant amount of growth in recent years, many of the Comprehensive Plan's objectives have been realized. Almost all of the Town's Primary Growth Area has been accounted for. With this property directly abutting the Primary Growth Area, this region of Town could be considered the next primary area for growth and development. A second Goal that this request would implement is the support of our transportation system to accommodate the Town's growing population while ensuring safety and mobility for all modes of travel. This proposal would capitalize on the Objective of ensuring new neighborhoods are well-connected to older neighborhoods through both motorized and non-motorized transportation at time of developmental review. Criterion 2) Impacts to the Town's facilities, services or transportation facilities have yet to be identified. Any impact to these facilities and services will be considered and addressed when development is proposed. Criterion 3) With this parcel being located on the far east end of Town, it is not anticipated that this proposal will interfere with any existing or emerging land use patterns that Frederick is currently experiencing. Criterion 4) The proposed amendment is not anticipated to interfere with or prevent the provision of any existing, planned, or previously committed services.

Zoning Review Criteria:

For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the official zoning map shall not be amended except:

- (1) To correct a manifest error in an ordinance establishing the zoning for a specific property;
- (2) To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally;
- (3) To bring the official zoning map into conformity with the policies and goals of the Comprehensive Plan; provided, that if a Comprehensive Plan update has not occurred in the five

- (5) years preceding the application date, the Board specifically finds that the public health, safety, and welfare will be advanced by amending the official zoning map to conform to the Comprehensive Plan;
- (4) To provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and which specifically advances public health, safety, or welfare by optimizing the delivery of necessary services or amenities that the Town Board determines are a high priority;
- (5) To encourage development or redevelopment of an area that has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment in accordance with an amended official zoning map.

Staff Comment: Criterion 2 is being met. By expanding the existing residential low density zone district boundary further east, it accommodates the type of residential growth that is continually attracted to Frederick's community.

Public Notice:

This project was properly noticed according to the requirements of Section 4.5 of the Frederick Land Use Code.

Legal Comments:

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

Planning Commission:

A Planning Commission meeting was held on October 6, 2022. The applicant discussed the Miners Park Town Centre development proposal and its relation to this Comprehensive Plan Amendment and Rezone request in detail. The Planning Commissioners had questions regarding topics such as the originally held Neighborhood Meeting, access onto the property from Highway 52, connection to existing subdivision roadways, and xeriscaping. Upon answering their questions, the Commission took both items to a vote. They had approved the Comprehensive Plan Amendment request with a vote of 3 to 1 and approved the Rezone request with a vote of 3 to 1.

Alternatives/Options:

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

Financial Considerations:

Not applicable

Recommended Motions:

Comprehensive Plan Amendment:

Motion to Approve:

I move that Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 be approved based on the review criteria found in the Town Land Use Code Section 4.7.10, with no conditions; and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Mayor Crites without further action of the Board.

Motion to Approve with Conditions:

I move that Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 be approved based on the review criteria found in the Town Land Use Code Section 4.7.10, and based on the following conditions;

1. (list specific conditions)
- 2...
- 3...

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

Motion to Deny:

I move that Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 be denied based on the following findings of fact (list specific facts); and to direct the Town Attorney to reduce this denial, along with the findings of fact, to writing for prompt execution by Mayor Crites without further action of the Board.

Rezone:

Motion to Approve:

I move to adopt Ordinance No. _____, entitled, "Johnson Farm/Spindle Hill Energy Rezone," upon a finding that sufficient rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

Motion to Approve with Conditions:

I move to adopt Ordinance No. _____, entitled, "Johnson Farm/Spindle Hill Energy Rezone," conditioned upon the following: _____, based upon a finding that, with the imposition of said conditions, sufficient rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

Motion to Deny:

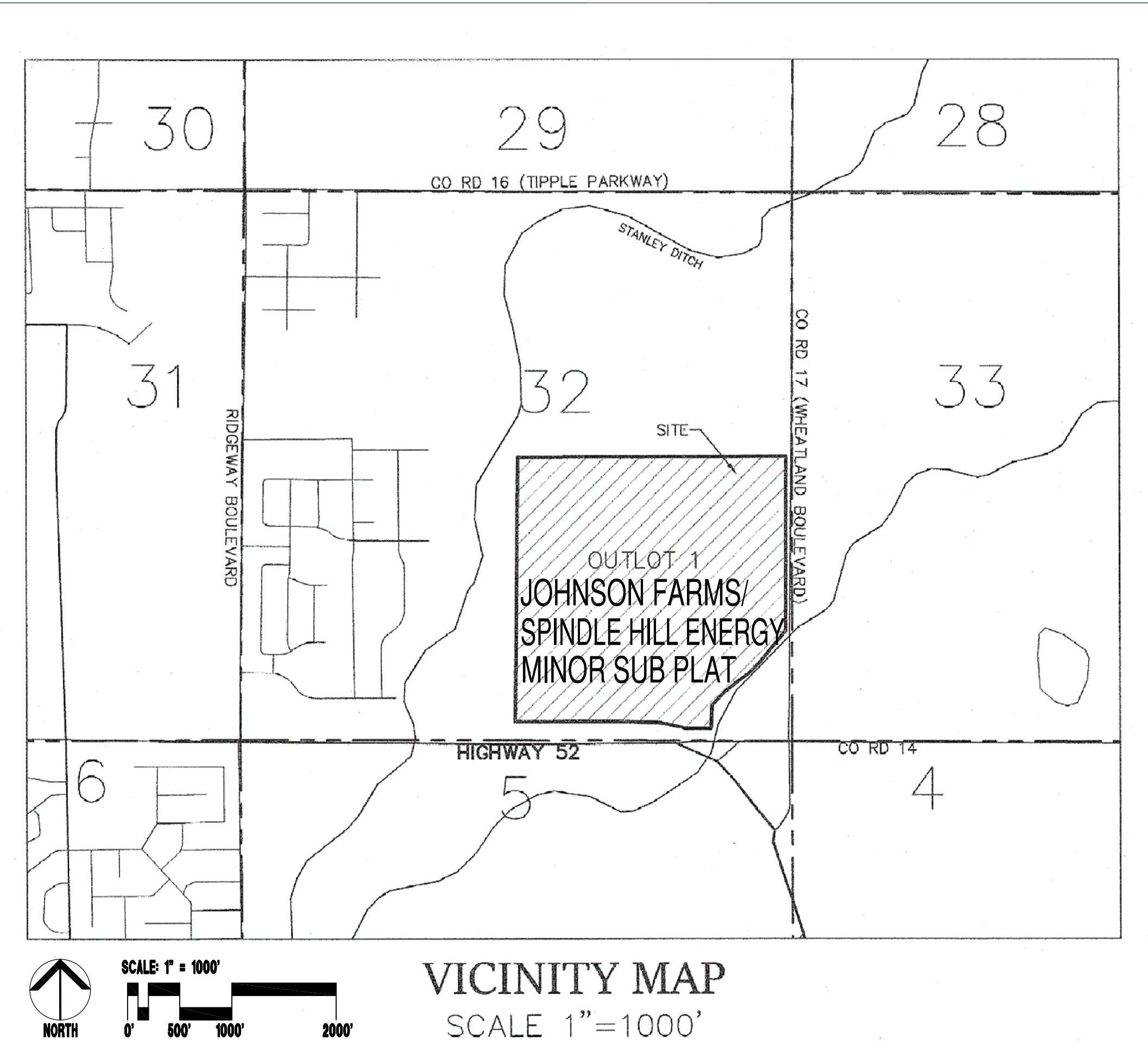
I move to reject Ordinance No. _____, entitled, "Johnson Farm/Spindle Hill Energy Rezone," upon a finding that none of the rezoning criteria set out in the Town of Frederick Land Use Code Section 4.7.2.d. have been satisfied.

JOHNSON FARMS/SPINDLE HILL ENERGY MINOR SUB PLAT

Comprehensive Plan Amendment

A Portion Of The SE 1/4 Of Section 32, T 2 N, R 67 W of the 6th P.M.
Weld County, Colorado
142.914 TOTAL ACRES
Sheet 1 Of 2

VICINITY MAP



LEGAL DESCRIPTION:

JOHNSON FARMS / SPINDLE HILL ENERGY MINOR SUBDIVISION,
OUTLOT 1. 142.91 ACRES MORE OR LESS.
PART OF THE SOUTH HALF OF SECTION 33, AND THE SOUTHEAST
QUARTER OF SECTION 32, TOWNSHIP 2
NORTH, RANGE 67 WEST OF THE PRINCIPAL MERIDIAN, COUNTY OF
WELD, STATE OF COLORADO

TOTAL ACREAGE:

142.91 ACRES

PROJECT TEAM:

PROPERTY OWNER:

COLUMBINE HEIGHTS, LLC
17 BEACON HILL LANE
GREENWOOD VILLAGE, CO 80211
CONTACT: MICHAEL BLUMENTHAL
303-960-0900

CIVIL ENGINEER:

CIVILAIN ENGINEERING
P.O. BOX 8
HYGIENE, CO 80503
CONTACT: GARRETT WALSTAD
(303) 961-7387

SURVEYOR:

R.W.BAYER & ASSOCIATES
121705 TEJON ST. UNIT 700
WESTMINSTER, CO 80234
CONTACT: GREG BAYER
303-452-4433

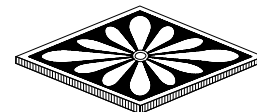
LAND USE PLANNER/LANDSCAPE ARCHITECT:

KIRBY SMITH & ASSOCIATES, INC.
6201 SOUTH HUDSON COURT
CENTENNIAL, CO 80121
CONTACT: KIRBY SMITH
303-694-9484

SHEET INDEX:

SHEET NUMBER:	SHEET NAME:
SHEET 1	– COVER SHEET
SHEET 2	– COLUMBINE HEIGHTS COMPREHENSIVE PLAN AMENDMENT

Prepared By:
Planner:


Kirby Smith & Associates, Inc.
Land Planning•Site Design•Landscape Architecture
6201 So. Hudson Court Centennial, CO 80121
(303) 694-9484 FAX (303) 694-9272

Prepared For:
Columbine Heights, LLC
c/o Michael Blumenthal
17 Beacon Hill Lane
Greenwood Village, CO 80211
(303) 796-0900

JOHNSON FARMS/SPINDLE HILL ENERGY
MINOR SUB PLAT
Comprehensive Plan Amendment
Cover Sheet

Date Prepared: 07/15/22
Revisions: 09/12/22

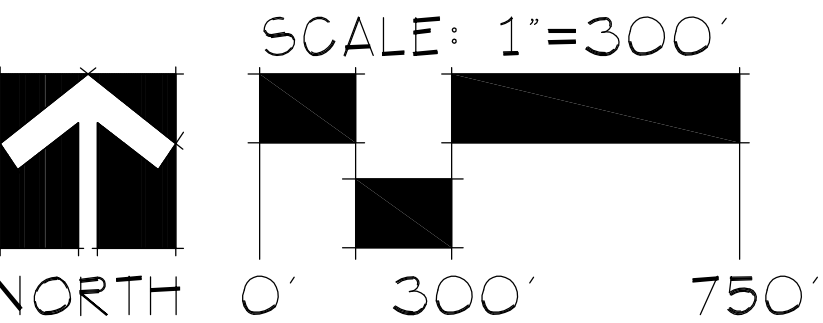
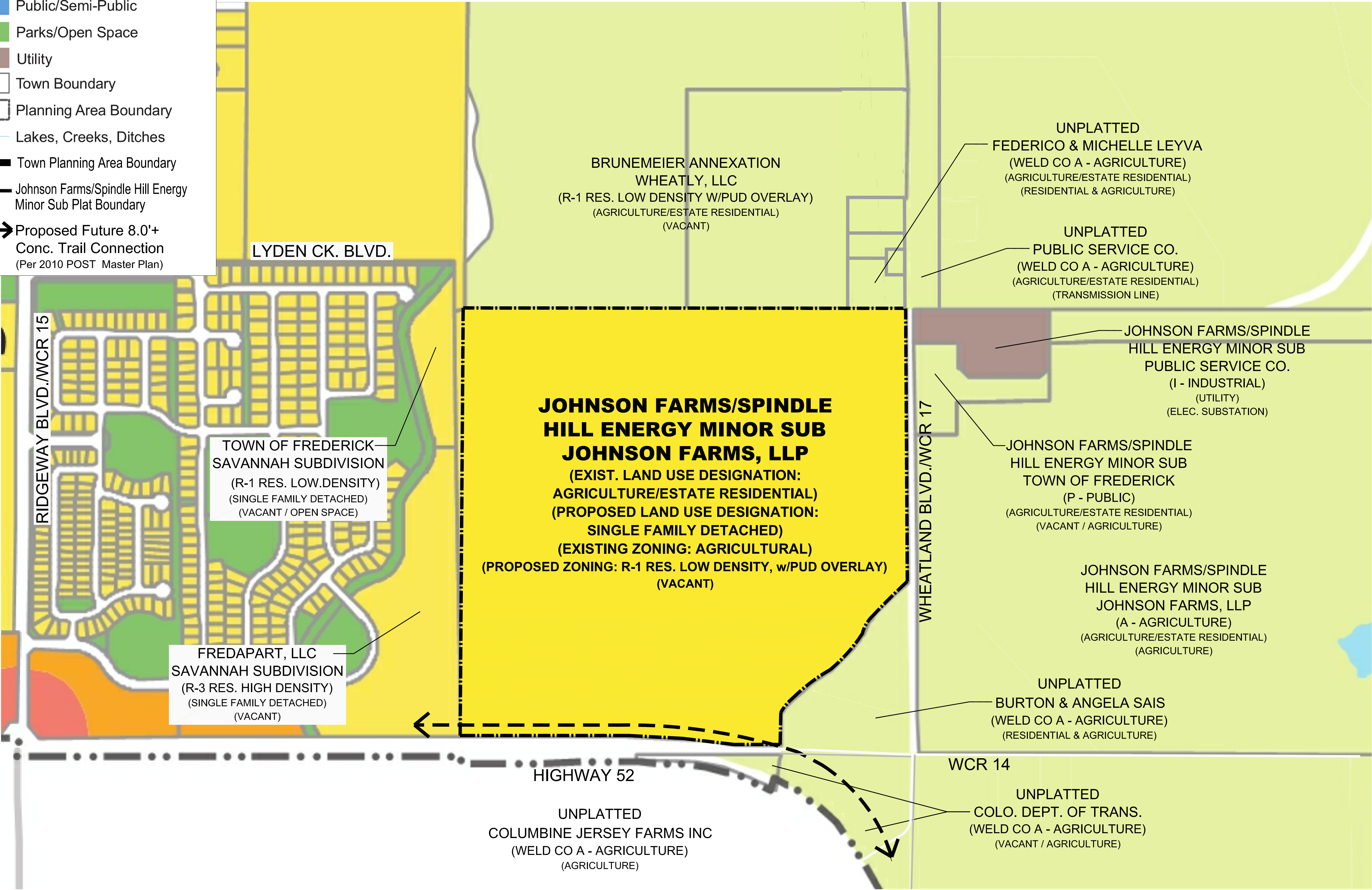
TOWN OF FREDERICK



Land Use Plan

- | | |
|--------------------------------|--------------------------------|
| Agriculture/Estate Residential | Business Park/Light Industrial |
| Single Family Detached | Public/Semi-Public |
| Single Family Attached | Parks/Open Space |
| Multi-Family | Utility |
| Nonconforming Use | Town Boundary |
| Downtown/Mixed Use | Planning Area Boundary |
| Corridor/Regional Commercial | Lakes, Creeks, Ditches |
| General Commercial | Town Planning Area Boundary |
- Adjacent Property Labels Legend
- | | |
|---|---------------------|
| ANNEXATION/SUBDIVISION NAME | OWNERSHIP NAME |
| (EXISTING ZONING) | (EXISTING ZONING) |
| (COMP. PLAN AMENDMENT LAND USE DESIGNATION) | (EXISTING LAND USE) |
- ← - - - - -> Proposed Future 8.0'+
Conc. Trail Connection
(Per 2010 POST Master Plan)

Proposed Comprehensive Plan Amendment



THE TOWN OF FREDERICK'S 2016 COMPREHENSIVE PLAN IS UTILIZED AS THE BACKGROUND BASE MAPPING AND LEGEND FOR THIS EXHIBIT.

Prepared By:
Planner:



Prepared For:
Columbine Heights, LLC
c/o Michael Blumenthal
17 Beacon Hill Lane
Greenwood Village, CO 80211
(303) 796-0900

JOHNSON FARMS/SPINDLE HILL ENERGY
MINOR SUB PLAT
Comprehensive Plan Amendment
Comp. Plan Amendment
Date Prepared: 07/15/22
Revisions: 09/12/22

JOHNSON FARMS / SPINDLE HILL ENERGY MINOR SUB PLAT - REZONE

LOCATED IN SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

CIVIL ENGINEER

CIVILIAN ENGINEERING
P.O. BOX
HYGIENE, CO, 80533
(303)961-7387
CONTACT: GARRETT WALSTAD

OWNER/DEVELOPER

COLUMBINE HEIGHTS, LLC
17 BEACON HILL LANE
GREENWOOD VILLAGE, CO, 80111
(303)796-0900
CONTACT: MICHAELBENT@MSN.COM

LANDSCAPE ARCHITECT

KIRBY SMITH & ASSOCIATES, INC.
6201 S. HUDSON COURT
CENTENNIAL, CO, 80121
CONTACT: KSAKIRBY@AOL.COM

LAND PLANNER

KIRBY SMITH & ASSOCIATES, INC.
6201 S. HUDSON COURT
CENTENNIAL, CO, 80121
CONTACT: KSAKIRBY@AOL.COM

LAND SURVEYOR (ORIGINAL FINAL PLAT)

POWER SURVEYING COMPANY, INC.
6911 BROADWAY
DENVER, CO, 80221
(303)452-4433
CONTACT: RICHARD B. GABRIEL

LAND SURVEYOR (REZONE MAP)

R.W. BAYER & ASSOCIATES
12170 TEJON ST. UNIT 700
WESTMINSTER, CO, 80234
(303)452-4433
CONTACT: GREG BAYER

LAND SURVEYOR (TOPOGRAPHIC SURVEY AND FUTURE PLATTING)

R.W. BAYER & ASSOCIATES
12170 TEJON ST. UNIT 700
WESTMINSTER, CO, 80234
(303)452-4433
CONTACT: GREG BAYER

NOTES:

- ALL LINEAR DISTANCES ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTS SHOWN HEREON IS ASSUMED TO BEAR N89°52'39"E.
- THIS PROPERTY IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FIRM MAP NUMBERS 08123C2083E WITH AN EFFECTIVE DATE OF 01/20/2016. A FLOOD 'A' DESIGNATION IS LOCATED SOUTH OF HIGHWAY 52 WHICH IS OUTSIDE OF THE SHOWN PROJECT BOUNDARY.
- THIS PROPERTY IS CURRENTLY ZONED A AGRICULTURAL DISTRICT.
- THIS MAP IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, DOES NOT REPRESENT A MONUMENTED LAND SURVEY, AND IS NOT INTENDED FOR THE PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND.

CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT

JOHNSON FARMS LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

BEING THE OWNER(S), MORTGAGEE OR LIEN HOLDER OF CERTAIN LANDS IN FREDERICK, COLORADO, HAVE CAUSED AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE TOWN OF FREDERICK TO BE PREPARED FOR SAID LAND TO SHOW HOW THE LOT, PARCEL OR TRACT WILL BE DEVELOPED. THE LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT 1, JOHNSON FARMS/SPINDLE HILL ENERGY MINOR SUBDIVISION, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

THIS DESCRIBED TRACT CONTAINS 142.914 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OF PUBLIC RECORD, DO HEREBY AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF FREDERICK, WELD COUNTY, COLORADO AS DEPICTED HEREON, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK.

EXECUTED THIS _____ DAY OF _____, 20____

JOHNSON FARMS, LLP,
A COLORADO LIMITED LIABILITY PARTNERSHIP, LLP

BY: _____
AS: _____

ACKNOWLEDGE:

STATE OF COLORADO }
COUNTY OF _____ } SS

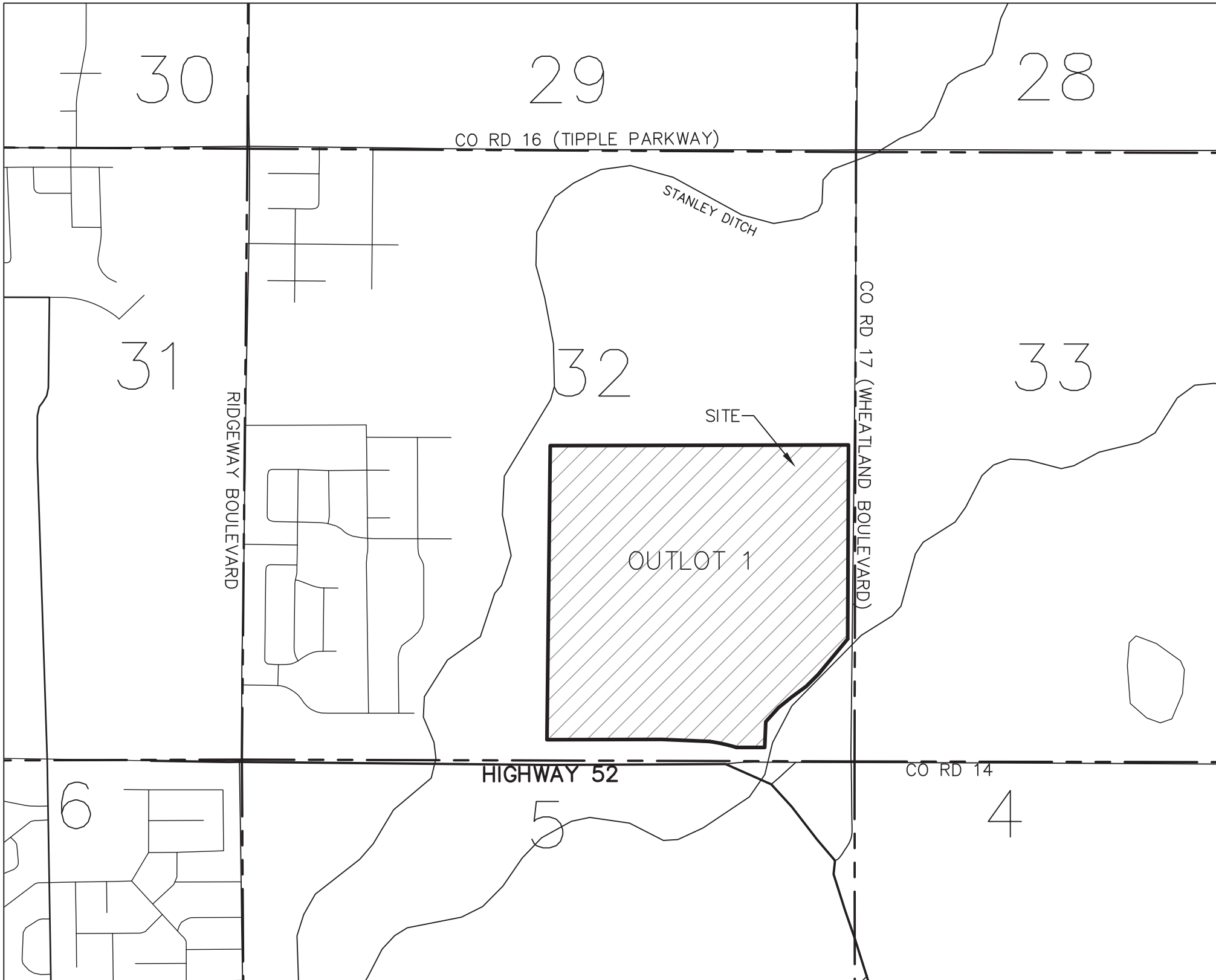
THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY
_____ ACTING IN HIS CAPACITY AS _____
OF _____, THIS _____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL:

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433
RWBSURVEYING@HOTMAIL.COM
CAD FILE: 20031/20031B.DWG
PAGE 1 OF 2
DATE PREPARED: JUNE 01, 2020



VICINITY MAP

SCALE 1"=1000'

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	REZONE MAP

R.W. BAYER & ASSOCIATES, INC.

12170 TEJON ST., NO 700
WESTMINSTER, COLORADO 80234
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM

CAD FILE: 22029/22029.DWG REVISIONS:
6/30/22: REVISED ZONING LABELS AND DATE FOR SURVEY CERTIFICATE
9/10/22: REVISED TITLE

REZONE MAP

OUTLOT 1 OF JOHNSON FARMS/SPINDLE HILL ENERGY SUBDIVISION, BEING A PART OF THE SOUTEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

SCALE:

DATE:

APRIL 7, 2022

DRW BY:

E.A.P..

CKD BY:

R.W.B.

PROJ. NO:

2022-029

BOOK:

PAGE:

--

FILE NO:

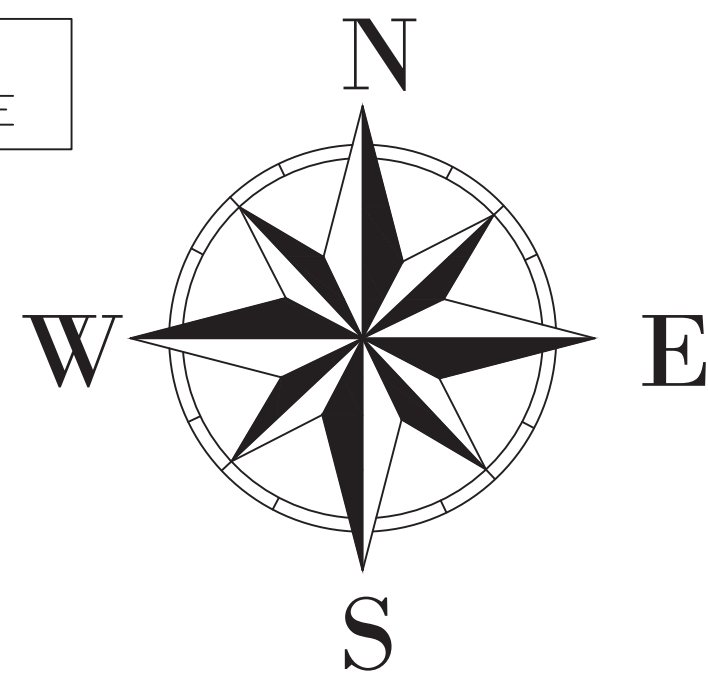
32-2N.67-12L

SHEET:

1 OF 2

JOHNSON FARMS / SPINDLE HILL ENERGY MINOR SUB PLAT - REZONE

LOCATED IN SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF
FREDERICK, COUNTY OF WELD, STATE OF COLORADO.



0 150 300
Feet

SCALE 1"=150'

LEGEND

- SECTION LINE
- RIGHT-OF-WAY
- BOUNDARY LINE
- DITCH OUTLINE

ZONING:
R-1-RESIDENTIAL LOW
DENSITY DISTRICT

7924 COLUMBINE AVE.
Tract 1 of Johnson Farms/Spindle Hill Energy Minor Subplat A
Parcel #131132317001
Owner: Town of Frederick

ZONING:
AGRICULTURAL DISTRICT

7515 HIGHWAY 52
PARCEL #131132300035
OWNER: ROCKY MOUNTAIN
FUEL COMPANY

ZONING:
R-3-RESIDENTIAL HIGH
DENSITY DISTRICT

6120 ELKAN JONES CIR.
Tract 4 of Savannah Subdivision Replat A
Parcel #131132317004
Owner: Fredpart LLC

ZONING:
R-1-RESIDENTIAL LOW
DENSITY DISTRICT W/PUD OVERLAY

Parcel #131132100023
Owner: Wheatly LLC

ZONING:
R-1-RESIDENTIAL LOW
DENSITY DISTRICT W/PUD OVERLAY

Parcel #131132100025
Owner: Wheatly LLC

WELD COUNTY
A-AGRICULTURE

Parcel #131132100022
6505 County Road 17
Owner: Yesenia Levyra, et. al.

WELD COUNTY
A-AGRICULTURE

I-INDUSTRIAL
W/PUD OVERLAY

ZONING:
P-PUBLIC DISTRICT

ZONING:
A-AGRICULTURAL DISTRICT

OUTLOT 1
REZONING OF JOHNSON FARMS/SPINDLE HILL ENERGY MINOR SUBDIVISION
PROPOSED ZONING: R-1 WITH PUD OVERLAY
ACREAGE: 142.914

2.5" DIA ALUMINUM CAP
PLS 24305 (NOT FOUND)
SOUTH ONE-QUARTER CORNER
SEC. 32, T.2.N., R.67.W.

1.1'

ASPHALT

STATE HIGHWAY 52

ASPHALT

WELD COUNTY ROAD 14

FOUND 2.5" DIA ALUMINUM CAP
PLS 24305
SOUTHEAST CORNER
SEC. 32, T.2.N., R.67.W.

R.W. BAYER & ASSOCIATES, INC.

12170 TEJON ST., NO 700
WESTMINSTER, COLORADO 80234
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM

CAD FILE: 22029/22029.DWG REVISIONS:
6/30/22: REVISED ZONING LABELS AND DATE FOR SURVEY CERTIFICATE
9/10/22: REVISED TITLE

REZONE MAP

OUTLOT 1 OF JOHNSON FARMS/SPINDLE HILL ENERGY SUBDIVISION, BEING A PART OF THE SOUTEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

SCALE: 1"=150'

DATE:

APRIL 7, 2022

DRW BY:

E.A.P.

CKD BY:

R.W.B.

PROJ. NO:

2022-029

BOOK:

PAGE:

FILE NO:

32-2N.67-12L

SHEET:

2 OF 2



Kirby Smith & Associates, Inc.

April 26, 2022

Revised September 2, 2022

Town of Frederick Planning Department
401 Locust Street/P.O. Box 435
Frederick, CO 80530

RE: Columbine Heights Property – 142.914 Ac. – Comprehensive Plan Amendment & Rezone (to R-1 w/PUD Overlay)
Application

Dear Planning Department:

Our company, Kirby Smith & Associates, Inc., on behalf of the property developers, Columbine Heights, LLC, are proposing a new single family detached residential community within the Town of Frederick. The project is located north of State Highway 52, and west of WCR 17 (parcel number 1311-32-4-17-004). The project includes **142.914 acres** and is currently **zoned Agricultural (A)** in the Town of Frederick, and proposes to **amend the Town's Comprehensive Plan from Agriculture/Estate Residential to Single Family Detached land use designation, and Rezone to Residential Low Density (R-1 with PUD overlay).**

The intent is to then develop this property as a high quality residential community, containing all Single Family Detached lots at a density of about 2.75 DU/Ac; a 12 acre Elementary School site (which the St. Vrain Valley School District has indicated that they are very interested in and will accept); and over 33% of the property as park and open space areas.

The property's future residential lots and school site are proposed to be accessed via a new north/south collector street connecting at the south with Hwy 52 (at a location which was recently determined by the Town engineering staff and CDOT), and continuing north into the neighboring Wheatfield proposed Single Family Residential community, in the general alignment shown on the Town's Transportation Master Plan (approved in February 2022). This collector street is expected to intersect with another east/west collector street within the proposed Wheatfield community (also shown on the Town's Transportation Master Plan) which is planned to connect to Ridgeway Blvd. along the Lyden Creek Blvd. alignment. Other access will be provided from WCR 17 to the east.

The property is located adjacent to Hwy. 52 and Weld County agricultural land to the south; an existing Weld County A-1 zoned residence near the southeast corner; Town of Frederick annexed agricultural land to the east; the Savannah Subdivision (single family detached residential zoned R-1) and more specifically directly adjacent to the 18.9 acre multi-family Tract (zoned R-3), and 4.4 acre open space tract owned by the Town of Frederick to the west (both also within the Savannah Subdivision); and the aforementioned Wheatfield future residential property (zoned R-1 with PUD Overlay) to the north.

The site is made up of gently sloping terrain, generally oriented toward the southeast and to the northwest, with a ridge running through the property from generally the northeast corner to the southwest corner. The site gently rises away from Hwy 52, WCR 17, and the Town open space areas to the west toward the higher ground across the middle and northern portions of the property. The Stanley Ditch Lateral forms the property far southeast property boundary; there are existing overhead power transmission lines in easements located along the north and west property lines; an existing pipeline easement along the eastern property line; there is one active oil and gas multi-well site near the southeast corner of the property; and two previously capped and abandoned well sites in the eastern half of the property. Much of the overall property offer future homes views toward the mountains of the Colorado Front Range to the west. The entire property (other than the active well site area) is currently used for agricultural production. No perennial waters, other than the adjacent irrigation ditch have been observed on the property.



Kirby Smith & Associates, Inc.

The Columbine Heights property is designated Agriculture/Estate Residential in the Town's Comprehensive Plan, which we believe to be an oversight due to the current zoning, and existing and future land use of the surrounding properties. The adjacent properties which abut the subject property to the north and west are zoned R-1 and R-3 in Frederick (the Savannah neighborhood to the west is zoned R-1 and R-3, and the Wheatfield property to the north, zoned R-1 with PUD Overlay). Both are zoned for Single Family Detached and possibly some Single Family Attached uses. Therefore this property should be designated for similar land uses and designated as Single Family Detached. Therefore a Comprehensive Plan Amendment is being proposed with this rezoning.

Dependent upon required approval processing, development could commence in early 2023, with lot sales commencing at a shortly thereafter.

Owners: Johnson Farms LLP
c/o Susan Troutt
16 Sunset Cir
Longmont, CO 805014708

Developers: Columbine Heights, LLC
c/o Michael Blumenthal
17 Beacon Hill Lane
Greenwood Village, CO 80211

Applicant/Representative: Kirby Smith & Associates, Inc.,
Mr. Kirby Smith -303-694-9484
6201 So. Hudson Ct.
Centennial, CO 80121

Sincerely,

Kirby J. Smith
President



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

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

www.frederickco.gov

MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
OCTOBER 06, 2022
6:00 PM

CALL TO ORDER: At 6:09 p.m., Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Commissioner Mahoney, Commissioner Scott, and Commissioner Stark.
- Not present: Commissioner Conroy
- Staff: Planning Manager Ali van Deutekom, Planner Maureen Welsh, Land Use Attorney Christine Francescani, and Deputy Town Clerk Taylor Kittilson.

APPROVAL OF AGENDA:

There were no changes to the agenda as presented.

APPROVAL OF SEPTEMBER 15, 2022 MINUTES:

Motion by Commissioner Stark and seconded by Commissioner Scott to approve the September 15, 2022 Minutes.

Upon roll call vote, motion passed unanimously, with Commissioner Mahoney abstaining from voting.

JOHNSON FARM/SPINDLE HILL ENERGY COMPREHENSIVE PLAN AMENDMENT, CASE NO.2022-010 & JOHNSON FARM/SPINDLE HILL ENERGY REZONE:

Planner Maureen Welsh presented the proposed comprehensive plan amendment.

Applicant Kirby Smith (6201 S Hudson Court, Littleton CO, 80121) addressed the commission with a short presentation.

Applicant Tyler Bray (1401 Lawrence Street, Suite 1100, Denver CO, 80202) addressed the commission with a short presentation.

At 6:49 Chairperson Moe opened the public hearing.

At 6:50, Chairperson Moe closed the public hearing.

Motion by Commissioner Scott and seconded by Commissioner Mahoney to approve the Johnson Farm/Spindle Hill Energy Comprehensive Plan Amendment, case no. 2022-010 based on the review criteria found in the Town Land Use Code Section 4.7.10, with no conditions; and to direct the Town Attorney to memorialize this approval as a resolution for prompt execution by Chairperson Moe without further action of the Commission.

Built on What Matters.

Upon roll call vote, motion passed 3 – 1, with Commissioner Stark voting against the approval.

Motion by Commissioner Scott and seconded by Commissioner Mahoney to approve PCR-2022-12 A, the Johnson Farm/Spindle Hill Energy Rezone.

Upon roll call vote, motion passed 3 – 1, with Commissioner Stark voting against the approval.

OTHER BUSINESS:

Discussion about applying for vacancies on the commission.

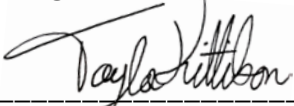
Commissioner Stark clarified that he voted against the proposed comprehensive plan amendment and the rezone in order to be consistent.

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 6:59 p.m.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:



Taylor Kittilson, Deputy Town Clerk

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1

Recommending Approval of the Johnson Farm Spindle Hill Energy Rezone

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the Johnson Farm Spindle Hill Energy Rezone has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public meeting held October 6, 2022.
- 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 Said application conforms with the applicable requirements of Section 4.2 of the Frederick Land Use Code.

Section 2.

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

Section 3. On the basis of the above, the Town of Frederick Planning Commission recommends approval of the application.

This resolution approved this 6th day of October, 2022 by a vote of 3 to 1.

Tracy Moe, Chairperson, Planning Commission

1 **PCR-2022-13A**

2 **A Resolution of the Planning Commission**

3 **Recommending Approval of the Johnson Farm Spindle Hill Energy Comprehensive Plan**
4 **Amendment**

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

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

9 1.1 An application for the Johnson Farm Spindle Hill Energy Comprehensive Plan
10 Amendment has been submitted.

11 1.2 Said application was found to be complete through the review process.

12 1.3 Said application was considered during a public meeting held October 6, 2022.

13 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.

14 1.5 Said application conforms with the applicable requirements of Section 4.2 of the
15 Frederick Land Use Code.

16 Section 2.

17 2.1 A public hearing was held and the public was able to provide testimony.

18
19 2.2 The Planning Commission recommendation is based on competent, substantial
20 evidence in the written record and the testimony provided at the public hearing.

21
22 Section 3. On the basis of the above, the Town of Frederick Planning Commission
23 recommends approval of the application.

24
25 This resolution approved this 6th day of October, 2022 by a vote of 3 to 1.

26 

27
28 _____
29 Tracy Moe, Chairperson, Planning Commission
30
31

Columnar Investments
Texas and Colorado
512.638.6682
jlandwehr@traylor.com
columnarinvestments.com



City of Frederick
c/o Maureen Welsh
401 Locust St.
Frederick, CO 80530

RE: Columbine Heights Comprehensive Plan Amendment and Rezoning Hearing

Ms. Welch,

I received notice of the Columbine Heights Project and their request for comprehensive plan amendment and rezoning. I represent Wheatly, LLC. owner of Wheatlands Master Planned Community, located immediately to the North of this proposed project. We have been engaged with the City regarding the planning and development of Wheatlands for some time, having submitted a preliminary development plan earlier this year. We have considerable concerns regarding the lack of information provided by this group and their unwillingness to coordinate with their neighbors.

At this time, our initial concerns are regarding transportation, drainage, utility connection and capacity.

One of our major concerns regards the Columbine Heights transportation plan. We have been provided very little information regarding their proposed transportation plan and alignment, but it appears to us that they are not adhering to the recently revised Transportation Master plan. At the request of the City Staff, we have revised our transportation plan to strictly adhere to the current transportation master plan. We feel that the City's Planning and Engineering staff has set the bar when applying their long-range plans, and Columbine Heights needs to maintain this standard. Our worry is that their proposed alignment will impede traffic circulations in Wheatlands and surrounding areas. Until sufficient information is provided to understand their proposed traffic master plan revisions and a comprehensive traffic analysis has been conducted a rezoning should not be allowed.

Another major issue is their stormwater drainage and erosion plans. We understand that this project is proposing to use our site for outfall of storm water drainage. If this is their plan, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements. We need significantly more information to understand how they are going to adhere to City, State and Federal rules regarding their drainage.

Other issues include their ability to connect and obtain capacity for water and wastewater service. Their proposed residential zoning will have a significant impact on water and wastewater capacity in the region. If they are planning on utilizing existing and future infrastructure in the area, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements.

Regards,

A handwritten signature in blue ink, appearing to read "John C Landwehr".

John C Landwehr
Wheatly, LLC.

Columnar Investments
Texas and Colorado
512.638.6682
jlandwehr@traylor.com
columnarinvestments.com

Johnson Farms/Columbine Heights (JF/CH)
Responses To The Letter Below
(Received By Town Staff On 10/06/22)
Prepared 10/13/22



City of Frederick
c/o Maureen Welsh
401 Locust St.
Frederick, CO 80530

RE: Columbine Heights Comprehensive Plan Amendment and Rezoning Hearing

Ms. Welch,

I received notice of the Columbine Heights Project and their request for comprehensive plan amendment and rezoning. I represent Wheatly, LLC. owner of Wheatlands Master Planned Community, located immediately to the North of this proposed project. We have been engaged with the City regarding the planning and development of Wheatlands for some time, having submitted a preliminary development plan earlier this year. We have considerable concerns regarding the lack of information provided by this group and their unwillingness to coordinate with their neighbors. < Please see the attached summary of Johnson Farms/Columbine Heights e-mail correspondence with the Wheatlands' planning and engineering design team (beginning in Feb. 2022 thru Sept. 29, 2022).

At this time, our initial concerns are regarding transportation, drainage, utility connection and capacity.

✓ In the attached e-mail summary there are several highlighted references where JF/CH plans & engineering CAD files have been provided.

One of our major concerns regards the Columbine Heights transportation plan. We have been provided very little information regarding their proposed transportation plan and alignment, but it appears to us that they are not adhering to the recently revised Transportation Master plan. At the request of the City Staff, we have revised our transportation plan to strictly adhere to the current transportation master plan. We feel that the City's Planning and Engineering staff has set the bar when applying their long-range plans, and Columbine Heights needs to maintain this standard. Our worry is that their proposed alignment will impede traffic circulations in Wheatlands and surrounding areas. Until sufficient information is provided to understand their proposed traffic master plan revisions and a comprehensive traffic analysis has been conducted a rezoning should not be allowed.

^ The attached e-mail summary also contains JF/CH correspondence with Town engineering staff, regarding street alignments.

^ Please note that a Traffic Analysis is not required at the Rezone stage. But will be provided with PDP/Prelim. Plat application.

Another major issue is their stormwater drainage and erosion plans. We understand that this project is proposing to use our site for outfall of storm water drainage. If this is their plan, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements. We need significantly more information to understand how they are going to adhere to City, State and Federal rules regarding their drainage. ^ The JF/CH property drainage is primarily oriented to the west and south, NOT north toward the Wheatlands property.

Other issues include their ability to connect and obtain capacity for water and wastewater service. Their proposed residential zoning will have a significant impact on water and wastewater capacity in the region. If they are planning on utilizing existing and future infrastructure in the area, they have not approached us with adequate information to evaluate this nor have they proposed an acquisition of easements and cost sharing of their improvements.

Regards,

A handwritten signature in blue ink, appearing to read "John C Landwehr".

John C Landwehr

Wheatly, LLC.

^ Coordination of water and wastewater infrastructure are items to be addressed at the Prelim. Development Plan/Prelim. Plat stage. However as indicated in the attached e-mail correspondence summary, JF/CH has reached out to and shared information with the Wheatlands development team on multiple occasions, but have yet to be able to schedule a meeting with them. Mr. Landwehr will be added to all such future correspondence.

**Columbine Heights E-Mail Correspondence With Wheatlands Property Development Team
February 11, 2022 Thru September 29, 2022**

-----Original Message-----

From: Kirby Smith <ksakirby@aol.com>

To: kristin@tbgroupp.us <kristin@tbgroupp.us>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>;
garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Thu, Sep 29, 2022 11:34 am

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin,

Thanks for your reply. We understand your need to review your proposed new plans with the Town before releasing them for our viewing. However, can you advise if you were able to align with our proposed north/south collector?

Please let us know.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: kristin@tbgroupp.us <kristin@tbgroupp.us>

To: Kirby Smith <ksakirby@aol.com>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com
<garrett@civilianengineering.com>

Sent: Thu, Sep 29, 2022 9:48 am

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kirby –

I think I mentioned we were working through the collector roads internally in my last update. We have wrapped up connecting on that but will need to coordinate with the Town next. I'd recommend checking back in about 2 weeks since it can sometimes be difficult to schedule meetings with staff. If we are ready to share alignments before then, I'll be sure to let you know.

Best,
Kristin

Kristin Turner

Partner

TB | Group

landscape architecture | planning

444 Mountain Avenue

Berthoud, Colorado 80513

970.532.5891 x105

Kristin@TBGroup.us

www.TBGroup.us

From: Kirby Smith <ksakirby@aol.com>
Sent: Thursday, September 29, 2022 9:13 AM
To: kristin@tbgroun.us; jclaeys@highland-ds.com; garrett@civilianengineering.com
Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristen & Jason,

Just wanted to touch base regarding my message from earlier this week (below).

We'd appreciate an update as to the status of these inquiries.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Kirby Smith <ksakirby@aol.com>

To: kristin@tbgroun.us <kristin@tbgroun.us>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Mon, Sep 26, 2022 11:05 am

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin & Jason,

Kristin, I just left you a voicemail message about the following. We'd like to get a new plan for the above property with your revised street layout to send to our traffic engineer (so they can complete trip assignments for their report). Please let us know when you expect to be able to have this available?

Jason, please advise if you'd still be able to schedule a call with Garrett Walstad and I to review some of the grading, drainage and utility interaction between these two properties? If so let us know some times that would work for you.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Kirby Smith <ksakirby@aol.com>

To: kristin@tbgroun.us <kristin@tbgroun.us>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Wed, Sep 21, 2022 10:49 am

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin & Jason,

Kristin, thanks for your reply below. Please let us know if you have new plan alternatives to share?

Jason, please advise if you'd still be able to schedule a call with Garrett Walstad and I to review some of the grading, drainage and utility interaction between these two properties? If so let us know some times that would work for you.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: kristin@tbgroup.us <kristin@tbgroup.us>

To: Kirby Smith <ksakirby@aol.com>; jclaeys@highland-ds.com <jclaeys@highland-ds.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Wed, Sep 14, 2022 5:44 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kirby –

We are working through some options now and would be happy to share them once they are vetted by the team and the Town. I'll keep you posted. Feel free to check back in with me if you don't hear from me soon.

I'll leave it to you all and Jason to coordinate a time to grading and drainage.

Best,
Kristin

Kristin Turner

Partner

TB | Group

landscape architecture | planning

444 Mountain Avenue
Berthoud, Colorado 80513
970.532.5891 x105
Kristin@TBGroup.us
www.TBGroup.us

From: Kirby Smith <ksakirby@aol.com>

Sent: Wednesday, September 14, 2022 5:26 PM

To: jclaeys@highland-ds.com; garrett@civilianengineering.com

Cc: kristin@tbgroup.us

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason & Kristin,

Just thought I'd touch base to see if you have any updates regarding the north/south collector alignment?

Please let us know how you're progressing.

Also, please advise if you'd still be able to schedule a call with Garrett Walstad and I to review some of the grading, drainage and utility interaction between these two properties? If so let us know some times that would work for you.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: 'Jason Claeys' <jclaeys@highland-ds.com>; 'Kirby Smith' <ksakirby@aol.com>

Cc: kristin@tbgroup.us

Sent: Thu, Sep 1, 2022 10:34 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Jason, It's good to hear from you and I hope that your design is coming along ok.

I have attached my CAD as well. There is still information to be desired, but it should provide you backgrounds for the general layout and grading.

I was hoping to talk with you about possible routing our western pond outflow (this is the extremely limited release Tri-county sump basin) through your site and into the city storm sewer. The ditch company has a zero storm inflow policy that I would rather leave alone if possible. Unfortunately we are surrounded by ditches.

Please let me know if/when you would be ready/available to discuss any cross-site coordination tactics. Thanks!

Sincerely,

Garrett Walstad, P.E.
Manager

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

-----Original Message-----

From: Jason Claeys <jclaeys@highland-ds.com>

To: Kirby Smith <ksakirby@aol.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Cc: kristin@tbgroup.us <kristin@tbgroup.us>

Sent: Thu, Sep 1, 2022 5:07 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Thanks Kirby, We appreciate the background info and we'll see what we can do to get them to align.

Thank you,

Jason T. Claeys, P.E., LEED AP
Highland Development Services, Inc. | jclaeys@highland-ds.com
6355 Fairgrounds Avenue, Suite 100 | Windsor, CO 80550
D 970.674.7570 | M 970.817.1712

From: Kirby Smith <ksakirby@aol.com>

Sent: Thursday, September 1, 2022 4:43 PM

To: Jason Claeys <jclaeys@highland-ds.com>; garrett@civilianengineering.com

Cc: kristin@tbgroup.us

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason & Kristin,

Thanks for your follow up message below. As requested please see the attached CAD and xref files for the Columbine Heights property.

Please note that we have recently meet with the CDOT and the Town staff, and have confirmed that our proposed north/south collector intersection alignment is in compliance with the CDOT access plan for Hwy 52, and in compliance with the Town's Transportation Master Plan.

Also, based on discussions with the School District for their future elementary school site in Columbine Heights they require frontage along the collector street as we have proposed. Therefore, we'd hope you can match our proposed collector street alignment at your south property line. We do however have more flexibility regarding where a north/south local street connection can be shared further toward the east.

Garrett can provide more detailed grading, drainage, and utility information if you should need this as well.

Please let us know if you have any questions; and keep in touch with regard to your future plan alternatives.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Jason Claeys <jclaeys@highland-ds.com>

To: Kirby Smith <ksakirby@aol.com>; garrett@civilianengineering.com <garrett@civilianengineering.com>

Cc: kristin@tbggroup.us <kristin@tbggroup.us>

Sent: Thu, Sep 1, 2022 3:44 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kirby / Garrett,

Kristin is testing the site to determine impacts and feasibility of shifting the north-south collector through Wheatland. Unsure how this may impact Columbine but we will share what we come up with when ready.

Would you be able to share the base CAD files for Columbine to use for reference as we test different options?

Thank you,

Jason T. Claeys, P.E., LEED AP

Highland Development Services, Inc. | jclaeys@highland-ds.com

6355 Fairgrounds Avenue, Suite 100 | Windsor, CO 80550

D 970.674.7570 | M 970.817.1712

From: Kirby Smith <ksakirby@aol.com>

Sent: Wednesday, July 6, 2022 10:53 AM

To: garrett@civilianengineering.com; kristin@tbggroup.us; Jason Claeys <jclaeys@highland-ds.com>

Cc: michaelbent@msn.com

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Kristin & Jason,

I thought I'd touch base regarding Garrett's earlier message below. We'd like to get together with you to coordinate street alignments for these two properties.

Based on our correspondence with Jason Berg we believe that our north, south collector street alignment is what the town has referred to in your recent comments.

Per Garrett's message, the attached redlined plan was put together using the plans you submitted and some of your town comments. We'd like to discuss if this close to what you had in mind to address the Town's comments?

Please let us know when you'd be available for a conference call?

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: kristin@tbgroupp.us <kristin@tbgroupp.us>; Jason Claeys <jclaeys@highland-ds.com>

Cc: Kirby Smith <ksakirby@aol.com>; MICHAEL BLUMENTHAL <michaelbent@msn.com>

Sent: Fri, Jun 24, 2022 6:12 am

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Kristin and Jason,

We are following up on this and seeing if you have any updated plans or want to coordinate some things moving forward?

Attached is a redlined plan that we have put together using the plans you submitted and some town comments. Is this close to what you had in mind?

Please let us know if you have any feedback or time for a conversation to discuss some of this with us. Thanks!

Sincerely,

Garrett Walstad

Manager

Civilian Engineering LLC

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: kristin@tbgroupp.us; 'Jason Claeys' <jclaeys@highland-ds.com>

Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>

Sent: Thu, Apr 21, 2022 4:50 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Oh yeah, no problem. Thanks for that info. Let us know when you have had time to read through and want to discuss. We will plan on holding the location of the proposed collector as shown on our plans for now. Thanks!

Sincerely,

Garrett Walstad

303.961.7387

From: kristin@tbgroup.us <kristin@tbgroup.us>
Sent: Thursday, April 21, 2022 4:27 PM
To: Garrett Walstad <garrett@civilianengineering.com>; 'Jason Claeyes' <jclaeyes@highland-ds.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Assuming the Town is on schedule, we are expecting comments back by the end of next week.

Best,
Kristin

Kristin Turner
Partner

TB | Group

landscape architecture | planning

444 Mountain Avenue
Berthoud, Colorado 80513
970.532.5891 x105
Kristin@TBGroup.us
www.TBGroup.us

From: Garrett Walstad <garrett@civilianengineering.com>
Sent: Thursday, April 21, 2022 4:20 PM
To: 'Jason Claeyes' <jclaeyes@highland-ds.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; kristin@tbgroup.us
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Yep, that sounds good. Please let us know when that is. Thanks Jason.

Sincerely,

Garrett Walstad
303.961.7387

From: Jason Claeyes <jclaeyes@highland-ds.com>
Sent: Thursday, April 21, 2022 4:07 PM
To: Garrett Walstad <garrett@civilianengineering.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; Kristin Turner (kristin@tbgroup.us)
<kristin@tbgroup.us>
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hi Garret,

Thanks for reaching out. Can we schedule a meeting after we get comments back from the Town?

Thanks,

Jason T. Claeyes, P.E., LEED AP
Highland Development Services, Inc. | jclaeyes@highland-ds.com
6355 Fairgrounds Avenue, Suite 100 | Windsor, CO 80550
D 970.674.7570 | M 970.817.1712

From: Garrett Walstad <garrett@civilianengineering.com>
Sent: Thursday, April 21, 2022 9:46 AM
To: Jason Claeys <jclaeys@highland-ds.com>
Cc: 'Kirby Smith' <ksakirby@aol.com>; 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>
Subject: FW: Columbine Heights / Wheatfield Concept Plans

Hi Jason, I hope this finds you doing well.

Below is some correspondence we received from the Town. Please let me know if you have any time to discuss - in particular, the proposed road locations.

I have attached some preliminary CAD files for your use, including survey and the basic civil plans so far. We are still in the basic stages but would like to dial some of this in with you. Thanks in advance for any feedback.

Sincerely,

Garrett Walstad
303.961.7387

From: Jason Berg <JBerg@frederickco.gov>
Sent: Monday, April 18, 2022 9:47 AM
To: Kirby Smith <ksakirby@aol.com>
Cc: garrett@civilianengineering.com; michaelbent@msn.com
Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hello Kirby,

Please see responses below.

Thank you,

Jason Berg | Civil Engineer
Town of Frederick | 720-382-5601
JBerg@FrederickCO.gov | FrederickCO.gov

From: Kirby Smith <ksakirby@aol.com>
Sent: Friday, April 15, 2022 4:43 PM
To: Jason Berg <JBerg@frederickco.gov>
Cc: garrett@civilianengineering.com; michaelbent@msn.com
Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason,

Thanks for the updated Transportation Master Plan Map that you sent last month.

I wanted to follow up with you about several items concerning the proposed Columbine Heights Conceptual Plan (see attached). We're currently preparing to submit a Comprehensive Plan Amendment and Rezone application, to rezone this property to R-1 With PUD Overlay. We're also getting underway with some preliminary engineering and efforts to coordinate with the Wheatfield property to the north.

1. There are 15 lots proposed along the north/south collector street (west of the proposed school site). We wanted to make sure that these lots would be able to access directly on this proposed new collector street. Or if any type of variance would be needed, or other provisions included in the PUD?

Driveway access to collector roadway is not permitted.

2. Regarding the Town's Driveway Spacing Detail for Single Family Residential, this seems to be set up for the Town's full size R-1 lots (Min. 6250 SF) or larger lots. In the case of an R-1 zone with PUD Overlay, would these dimensional standards for driveway spacing be able to be reduced to accommodate lots of 45', 50' and 60' widths?

Driveway spacing in areas with smaller lots could likewise be reduced while maximizing available spacing.

3. The attached conceptual plan shows a proposed stub street toward the west, off of the proposed collector street (in the SW portion of the property). This was originally shown when the property to the west was thought to be future multi-family development. Now we understand that this has been deeded to the Town for open space uses. Therefore we wanted to confirm that the Town has no need to for such a future street connection, and that this can be removed for future planning and engineering efforts. Please advise.

I am unaware of an open space designation/dedication. The owner of this property provided by Weld County is Fredapart LLC with R3 zoning and existing roadway ditch crossings, please provide street connection.

4. Also, please let us know if you have received any plans for review for the Wheatfield property? Or had any further discussions with them regarding collector street alignments in this area? Our engineer has attempted to contact them recently, but has not heard back from them as yet.

Wheatlands has submitted to the Town and proposed a N/S collector roadway that cuts to the eastern side of the property aligning with your identified local street rather remaining closer to the half-section line. This will not be accepted. Plans should be available on the Town website. <https://frederickco.maps.arcgis.com/apps/webappviewer/index.html?id=51a9c1e8a9fc41dd9d684f924194421a>

Please let us know about the above, or if a conference call would be best to discuss these various items with our team? We'd like to continue to proceed with our preliminary engineering work on this. So we'd be happy to schedule such a call sometime next week if that works for you.

We look forward to your reply, or any follow up questions you may have.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

-----Original Message-----

From: Garrett Walstad <garrett@civilianengineering.com>

To: 'Jason Claeys' <jclaeys@highland-ds.com>

Cc: 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; 'KSAKirby' <ksakirby@aol.com>; 'Andy Bartel' <abartel@highland-ds.com>; 'Kristin Turner' <kristin@tbgroun.us>

Sent: Fri, Apr 1, 2022 11:35 am

Subject: Columbine Heights / Wheatlands

Hi Jason,

We are moving along with our project and were hoping to collaborate our proposed design. Attached is our latest concept, with feedback email from the Town. Please let us know if you can send us your latest (CAD would be ideal) to help coordinate this, and/or when you would be available to discuss. Thanks!

Sincerely,

Garrett Walstad, P.E.

Manager

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

-----Original Message-----

From: Jason Berg <JBerg@frederickco.gov>

To: Kirby Smith <ksakirby@aol.com>

Cc: garrett@civilianengineering.com <garrett@civilianengineering.com>; michaelbent@msn.com <michaelbent@msn.com>

Sent: Wed, Mar 16, 2022 1:38 pm

Subject: RE: Columbine Heights / Wheatfield Concept Plans

Hello Kirby,

I noticed that the Town Transportation Master Plan Master Streets Inventory Map included in your email is not the updated version approved by the Town Board on 02/08/2022 and I have attached it for your reference. The primary item here would be the interior collector roadway and maintaining conductivity through both developments ideally remaining closer to the half section line as shown. The Columbine Heights conceptual plan with additional local street connection to the east aligns closer to this master plan which may require Wheatlands to relocate. The location of your proposed HW52 entrance also appears to align with that of the CDOT ACP location identifying a new full movement access location.

Thank you,

Jason Berg | Civil Engineer

Town of Frederick | 720-382-5601

JBerg@FrederickCO.gov | FrederickCO.gov

From: Kirby Smith <ksakirby@aol.com>

Sent: Wednesday, March 16, 2022 12:22 PM

To: Jason Berg <JBerg@frederickco.gov>

Cc: garrett@civilianengineering.com; michaelbent@msn.com

Subject: Re: Columbine Heights / Wheatfield Concept Plans

Hi Jason,

We've recently come on board to work with Michael Blumenthal & Garrett Walstad on the proposed Columbine Heights property development. We have a neighborhood meeting scheduled for March 23rd; and Garrett is awaiting completion of various site survey information for this property. Per your message from last month (below), following next week's meeting and receipt of pending survey information we plan to get in touch with the Wheatfield development consultants to coordinate future plans and connections.

In the mean time we have taken a look at our two respective concept plans, along with the Town's 2021 Transportation Master Plan. Based on this initial review we have prepared the attached revision to the Columbine Heights Concept Plan which indicated our internal collector street connecting into the Wheatfield's proposed east-west collector street (see attached concept plan); and adding a new local street connection into the Wheatfield community further to the east. This also shows the Wheatfield proposed east-west collector continuing to the west and tying into the existing Lyden Creek Blvd. alignment (as shown on the two attached Transportation Master Plan figures).

Please take a look at these conceptual street connections and let us know your thoughts. Also let us know if you have provided Wheatfield any preliminary comments concerning their proposed plans that you could share with us.

We look forward to your reply.

Thank you, Kirby

Kirby Smith, PLA, ASLA

Kirby Smith & Associates, Inc.

Land Planning ♦ Site Design ♦ Landscape Architecture

6201 So. Hudson Court, Centennial, CO 80121

Mobile: 303-638-1847 Phone: 303-694-9484 Fax: 303-694-9272

e-mail: ksakirby@aol.com

From: garrett@civilianengineering.com <garrett@civilianengineering.com>

Sent: Friday, February 11, 2022 3:26 PM

To: 'Jason Berg' <JBerg@frederickco.gov>

Cc: 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; 'Jason Claeys' <jclaeys@highland-ds.com>; 'Andy Bartel' <abartel@highland-ds.com>

Subject: RE: Columbine Heights / Wheatlands

Thanks Jason.

We are in the basic stages right now, but I have attached the concept plan. Do you have something similar we could review to better see how these developments might fit together? We look forward to coordinating with you on this and will let you know more as we move forward. Thanks.

Sincerely,

Garrett Walstad, P.E.

Manager

303.961.7387

P.O. Box 8

Hygiene, CO 80533

www.civilianengineering.com

From: Jason Berg <JBerg@frederickco.gov>

Sent: Friday, February 11, 2022 12:33 PM

To: garrett@civilianengineering.com

Cc: 'MICHAEL BLUMENTHAL' <michaelbent@msn.com>; Jason Claeys <jclaeys@highland-ds.com>; Andy Bartel <abartel@highland-ds.com>

Subject: Columbine Heights / Wheatlands

Garrett,

After quickly reading through your email I thought it would be beneficial to connect you with Jason Claeys and Andy Bartel of Highland Development Services. Jason and Andy are working on a development plan for Parcel 131132100023 and 131132100025 located just to your north. I thought it would be beneficial connecting all parties so that there may be coordination between each proposed development which seem to be in similar stages of planning and design. I know you had questions related to ROW improvements and waterline connections for looping of the system, working together may benefit both parties for a more cohesive development plans for the area.

Thank you,

Jason Berg | Civil Engineer

Town of Frederick | 720-382-5601

JBerg@FrederickCO.gov | FrederickCO.gov



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

A Resolution to Adopt the 2023 Budget

Agenda Date: Town Board Meeting - December 13, 2022

Attachments:

- a. Resolution 22-R-82 to adopt the 2023 Budget
- b. Associated Budget Materials

Finance Review:

Finance Director

Submitted by:

Kurtis Adams
Finance Director

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Adoption of the attached resolution allows for the execution of the 2023 Budget as presented.

Detail of Issue/Request:

The attached 2023 Budget for the Town of Frederick, Colorado includes a number of important features and objectives to be achieved. As the budget was developed, the initial focus was to continue to provide the core services expected and delivered by the Town of Frederick. Those core services to be provided by Frederick include police services, planning services, water and storm water utility services, parks maintenance by public works, transportation networks and associated infrastructure, building and construction oversight, and various administrative duties including finance, human resources and administration.

As part of the budget development, the priorities and core functions of the Town were to ensure services and delivery of those services where either maintained or an enhancement of the existing services were provided to the community. Some of this may include regular evaluation of the procedures and

Built on What Matters.

processes in place while others require capital outlays and improvement. As a result, we do not anticipate any reduction or elimination of any of the high quality services or programs provided to the Community. A number of capital items are being addressed in the budget that will produce significant outcomes for the community. These improvements are a result of implementation of the various plans that have been developed in concert with the Board, Staff and most importantly, the Community. Some of the more notable items that have been included in the budget include:

- **Fund-wide (All Funds)**

- 5% wage increase to all full-time Town personnel, comprised of merit and COLA
- Estimated 20% group insurance increase to Town-incurred medical premiums
- Continued (up to) 10% retirement match for Town personnel
- 6 (six) additional FTEs to support the Town Strategic Plan
- Department allocations for vehicle and building utilization to provide recurring revenues for Fleet and Facilities Funds

- **General Fund**

- Revenues
 - Approximately \$1,023,000 increase in Property Tax revenue from final Weld County net assessed property valuation
 - Approximately \$1,284,500 increase in Sales Tax revenue
- Internal Services
 - Internal Services Department will continue to house all Town costs associated with Unemployment Tax, Workers' Compensation, Group Insurance, Bank & Merchant Fees, Property/Casualty Insurance, and Audit
- Capital Improvement Projects: \$230,000
 - Master Plans: FRA, Downtown Outdoor Rec, Bella Rosa, Centennial
 - 5th Street Revitalization
 - Police Body Cam & Tasers
- Community & Economic Development
 - One FTE addition of Economic Development Specialist
 - Building Division moved from Engineering to C&ED Department
 - GIS Division moved from IT to C&ED Department
 - Planning
 - 2023 Fee Schedule; Land Use Code Changes: Applicants will no longer pay deposits with potential refunds, but rather non-refundable flat fees according to service type.
 - Fund Balance utilization for Comp Plan/Downtown Plan and Contract LUC Code Update
- Police
 - One FTE addition of Police Officer
 - Victim Advocate Program: Coordinator FTE added to partner with extended Carbon Valley municipalities for crime victim advocacy
- Information Technology
 - Citrix VDI transition to VMWare VDI, Networking equipment, System maintenance support, VMWare License Maintenance, Remote backup, Network integration for new FTEs
- Finance
 - With a dedicated Grants Administrator added in 2022, \$800,000 in planned state and local grant revenues are budgeted for 2023

- Transfers In, Transfers Out
 - Transfers In: Public Safety Impact Fees for Police Vehicle Program
 - Transfers Out: Golf Fund Subsidy and Events Fund Subsidy
- **Street and Alley Fund**
 - Capital Improvement Projects: \$4,829,250
 - Pavement Maintenance Program
 - Colorado Blvd Maintenance Project
 - Traffic Signal Upgrade
 - Frederick Speed Management Program
 - Prosperity-Public Improvement Obligations
 - Carriage Hills-Public Improvement Obligations
 - Silver Birch & Godding Hollow Pkwy Intersection
 - Silver Birch & Bella Rosa Pkwy Intersection
 - Concrete and Alleyway Maintenance
 - Speed Management Program
 - Concrete Repair
 - Street Lights
- **Water Fund**
 - One FTE addition of Water Maintenance I
 - Capital Improvement Projects: \$5,123,250
 - Northern Integrated Supply Project (NISP)
 - Prosperity-Public Improvement Obligations
 - CBT Unit Purchase(s)
 - Booster Pump-Raw Water System
 - West Pump Station-Third Pump
 - Irrigation Central Control
 - Windy Gap Storage
 - Master Plans-FRA, Bella Rosa, Centennial Park (share)
 - Vactor Truck (share)
 - Front End Wheel Loader (share)
 - Mini Excavator (share)
- **Storm Water Fund**
 - One FTE addition of Storm Water Lead
 - Capital Improvement Projects: \$2,146,250
 - Ground Water Impact Project
 - Storm Water Improvement OSP Project
 - Mini Excavator (share)
 - Vactor Truck (share)
 - Wheel Loader (share)
- **Public Safety Fund**
 - Police Body Cam & Taser Improvements via Transfer to General Fund
- **Open Space Fund**
 - One FTE addition of Parks & Golf Equipment Tech
 - Capital Improvement Projects: \$601,250
 - Colorado Blvd Median Project

- Bella Rosa Trail Project
 - Capital Equipment Program (share)
 - Master Plans-FRA, Bella Rosa, Centennial Park
 - Maintenance Shop Improvement
 - Mendoza Open Space Legal Assistance
 - Open Space Management Plan
 - Parks Pavement Preservation
 - Tree Program
 - Trails Preservation Program
 - William Baily Tree Replacement
 - Irrigation Central Control
 - Front End Wheel Loader (share)
 - Mini Excavator (share)
- **Park Improvement Fund**
 - A considerable forecasted reduction in Park Improvement Fees is anticipated for 2023, with a planned utilization of fund balance reserves in order to maintain operational and personnel costs
- **Facilities Fund**
 - One FTE addition of Facilities Technician I
 - 2nd year of fund existence; created to operate, maintain, and renovate Town buildings and sites; establish standards and best practices for managing buildings and support systems, equipment, and furniture
 - Fund will meet operational expenses by monthly fund revenue transfers based upon departmental usage of building square footage
 - Capital Improvement Project: Court Room Remodel
- **Fleet Fund**
 - 2nd year of fund existence, created to maintain municipal vehicles and heavy equipment
 - Services will include fleet management, vehicle repair, preventative maintenance, quality control inspections, procurement, and administering service and parts contracts with vendors
 - Fund will meet operational expenses by monthly fund revenue transfers based upon departmental usage of vehicles
- **Golf Fund**
 - Bella Rosa Golf Course and all related course and restaurant activities remain non self-sustaining
 - An estimated 2022 net loss of \$901,250 for this Proprietary Fund will require a General Fund budgeted Transfer In
 - Per Board direction, 2023 General Fund subsidy is set at 40% for the Course and 0% for the Restaurant
- **Events Fund**
 - Town Event expenditures are afforded by 50% in Sponsorship revenue and 50% General Fund subsidy
 - Total Transfer In revenues include a \$40,000 commitment from the Board and \$143,250 from the General Fund

- **Art in Public Places Fund**
 - o 1% of total construction costs is transferred annually from the Street & Alley Fund in order to maintain existing infrastructure and acquire additional art and wood carving purchases
- **Oil Royalty Fund**
 - o Annual disbursements are not to exceed 4.5% of fund balance, with \$75,000 budgeted for community donations, scholarships, and continuing education

As a result of the consistent delivery of services and a number of capital improvements planned, we would expect revenues and expenditures to increase when measured across all funds. In the same instance though, these expenditures could change if revenues do not come in as projected. As always, we will monitor these on a monthly basis for any abnormalities.

The Town of Frederick's budgetary basis of accounting method is a modified accrual basis, which combines accrual-basis accounting with cash-basis accounting. Modified accrual accounting recognizes revenues when they become available and measurable and with a few exceptions, recognizes expenditures when they are incurred. This system divides available funds into separate entities within the organization to ensure that the money is being spent where it was intended. The figures presented in the attached resolution represent the estimated cash balances for the budget year 2023. The figures in Exhibit A reflect the total value of all assets and liabilities in each fund.

Presented for consideration is the 2023 Fiscal Year Budget. The proposed 2023 budget was presented to the Board in October, 2022. Any applicable Board changes are presented to the Board in either late October or November, 2022. No further details of any changes in funds have occurred since October 2022.

General Fund – There has been an overall increase in the 2022 projected ending fund balance of \$424,969. The increase is the net effect of the following transactions:

Description	Impact
Beginning fund balance increased from 2021–higher revenues & lower expenses	\$ 3,244,918
Projected tax and fee revenues were 5% higher than budget	523,199
Projected license and permit revenues were 19% less than budget	(155,371)
Administration Department(s) expenses were increased	200,188
Internal Services expenses were decreased	(618,203)
Police Department expenses were increased	719,121
Planning Department expenses were decreased	(495,426)

Legal Comments:

State law requires the Town to adopt a budget and set the mill levy, to be certified and sent to Weld County, by December 15th of each year. Failing to adopt the 2023 budget could result in a loss of 10% of the revenue from the State and County.

Alternatives/Options:

If the 2023 budget is not passed, an emergency meeting must be held in December to ensure that the mill levy certification can be sent to Weld County by 5:00 pm of the statutory deadline.

Financial Considerations:

The budget document refers to the financial condition of the Town including the revenues, expenditures, activities, purposes and goals. The budget document will be the basis by which we operate and strive to achieve greatness for the Community while operating within the parameters set by the budget document.

Staff Recommendation:

Staff recommends passing the resolution to adopt the 2023 budget.

TOWN OF FREDERICK, COLORADO
RESOLUTION 22-R-82
RESOLUTION TO ADOPT 2023 BUDGET

**A RESOLUTION OF FREDERICK, COLORADO, SUMMARIZING
EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A
BUDGET FOR THE CALENDAR YEAR 2023.**

WHEREAS, on October 11, 2022 the Town Board of the Town of Frederick has received from Town staff a proposed 2023 budget for its consideration, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, public hearings were held on November 29, 2022, and December 13, 2022, and interested taxpayers were given the opportunity to file or register any objections to said budget, and;

WHEREAS, the Town Board has modified the proposed budget and now wishes to appropriate revenues and expenditures for the 2023 budget ensuring that the budget remains in balance, as required by law, and;

WHEREAS, the Board of Trustees considered all objections of the electors and other relevant factors concerning the budget, and;

WHEREAS, the Board of Trustees is required by state law to adopt an annual budget prior to December 15, 2022;

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

Section 1. That the budget as submitted, amended, and hereinabove summarized by fund, hereby is approved, adopted, as the budget of the Town of Frederick for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the Public Records of the Town of Frederick.

Section 3. The following sums are hereby appropriated from the revenue and fund balance of each fund, to each fund, for the purposes stated in the budget document.

<u>Fund</u>	<u>Beginning Cash Est.</u>	<u>Revenues</u>	<u>Transfers In</u>	<u>Expenditures</u>	<u>Transfers Out</u>	<u>Ending Est. Cash</u>
General	13,494,051	15,616,500	250,000	15,883,750	667,250	12,809,551
Street & Alley	4,911,136	4,787,000	0	7,546,250	0	2,151,886
Conservation Trust	214,911	95,000	0	5,000	0	304,911
Water	132,631,666	13,670,900	0	5,770,400	0	140,532,166
Storm Water	8,164,792	1,550,000	0	1,280,000	0	8,434,792
Golf	175,006	983,550	629,100	1,612,650	0	175,006
Park Improvement	0	732,000	0	732,000	0	0
Open Space	4,764,904	1,583,000	0	1,509,450	0	4,838,454
Public Safety	494,239	250,000	0	0	250,000	494,239
Oil Royalty	1,732,367	160,000	0	90,000	0	1,802,367
Capital Facilities	6,086,832	445,000	0	350,000	0	6,181,832
Facilities	0	630,000	0	630,000	0	0
Fleet	70,205	1,130,500	0	1,130,500	0	70,205
Art in Public Places	18,000	12,000	0	30,000	0	0
Events	135,422	97,750	183,250	281,000	0	135,422

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

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

Section 6. 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 13th DAY OF DECEMBER, 2022.

TOWN OF FREDERICK:

By _____
Tracie Crites, Mayor

ATTEST:

By _____
Meghan C. Martinez, CMC, Town Clerk

Town of Frederick, Colorado

General Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	9,824,164	13,069,082	13,069,082	13,069,082	13,494,051
<u>Revenues:</u>					
Taxes & Fees	11,105,183	9,392,832	10,748,200	11,271,399	12,620,000
Licenses & Permits	1,558,677	570,108	839,500	684,129	784,500
Fines & Forfeitures	128,515	100,186	125,000	120,224	108,000
Earnings on Investment	83,985	481,791	502,000	578,149	625,000
Miscellaneous Revenue	562,384	604,849	736,000	725,818	675,000
Grants & Contributions	947,400	1,918,461	1,956,000	1,918,461	804,000
<i>Transfers In</i>	576,011	-	-	-	934,500
Total Operating Revenues	14,962,155	13,068,227	14,906,700	15,298,180	16,551,000
<u>Expenditures:</u>					
Administration	2,014,292	2,336,281	2,603,350	2,803,538	2,901,600
Internal Services	-	2,049,831	3,078,000	2,459,797	2,896,500
Economic Development	114,741	329,124	363,500	394,949	755,850
Town Attorney	120,078	221,736	190,300	266,083	390,300
Finance	392,423	141,004	176,750	169,205	203,250
Courts	136,832	66,301	123,900	79,562	132,200
Legislative	365,772	200,174	310,000	240,209	215,000
Engineering	561,063	328,033	384,700	393,639	138,000
Planning	525,813	234,645	777,000	281,574	1,083,200
Police	5,030,538	4,339,684	4,488,500	5,207,621	6,377,100
Public Works & Buildings	856,867	424,862	343,500	509,835	790,750
<i>Transfers Out</i>	1,598,818	2,067,200	2,067,200	2,067,200	667,250
Total Expenditures	11,717,237	12,738,876	14,906,700	14,873,211	16,551,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,244,918	329,351	-	424,969	-
Ending Fund Balance	13,069,082	13,398,433	13,069,082	13,494,051	13,494,051

Town of Frederick, Colorado

Street & Alley Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	4,742,424	5,682,393	5,682,393	5,682,393	4,911,136
<u>Revenues:</u>					
Taxes & Fees	4,195,517	2,884,400	4,613,000	3,461,280	3,791,000
Charges for Services	846,316	801,548	857,000	961,858	991,000
Earnings on Investment	-	-	-	-	-
Miscellaneous Revenue	15,367	13,018	-	15,621	5,000
<i>Transfers In</i>	-	-	-	-	2,759,250
Total Operating Revenues	5,057,200	3,698,966	5,470,000	4,438,759	7,546,250
<u>Expenditures:</u>					
Operations & Maintenance	1,776,309	1,507,861	1,815,850	1,809,434	2,422,450
Capital Outlay	1,355,611	2,792,131	3,000,000	3,350,558	4,715,000
Debt Service	409,300	41,688	408,800	50,025	408,800
<i>Transfers Out</i>	576,011	-	-	-	-
Total Expenditures	4,117,231	4,341,680	5,224,650	5,210,016	7,546,250
Excess (Deficiency) of Revenues Over Expenditures	939,969	(642,714)	245,350	(771,257)	-
Ending Fund Balance	5,682,393	5,039,679	5,927,743	4,911,136	4,911,136

Town of Frederick, Colorado

Conservation Trust Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	73,603	132,269	132,269	132,269	214,911
<u>Revenues:</u>					
Intergovernmental	84,672	68,868	76,000	82,642	95,000
Earnings on Investment	-	-	-	-	-
<i>Transfer In</i>	-	-	-	-	-
Total Operating Revenues	84,672	68,868	76,000	82,642	95,000
<u>Expenditures:</u>					
Other	26,006	-	250	-	2,500
Capital Outlay	-	-	-	-	2,500
<i>Transfer Out</i>	-	-	-	-	-
Total Expenditures	26,006	-	250	-	5,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	58,666	68,868	75,750	82,642	90,000
Ending Fund Balance	132,269	201,137	208,019	214,911	304,911

Town of Frederick, Colorado

Water Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	111,356,945	123,238,320	123,238,320	123,238,320	132,631,666
<u>Revenues:</u>					
Charges for Services	3,760,965	3,560,610	3,253,000	4,747,480	4,063,900
Miscellaneous Revenue	57,277	34,361	578,000	45,815	120,000
Total Operating Revenues	3,818,242	3,594,971	3,831,000	4,793,295	4,183,900
<u>Expenses:</u>					
Operations & Maintenance	3,668,581	1,850,971	4,356,000	2,467,961	5,770,400
Capital Outlay	-	-	-	-	-
Depreciation	-	-	-	-	-
Debt Service	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Operating Expenses	3,668,581	1,850,971	4,356,000	2,467,961	5,770,400
Operating Income (Loss)	149,661	1,744,000	(525,000)	2,325,334	(1,586,500)
<u>Non-Operating Revenues (Expenses):</u>					
Tap Fees	-	119,524	303,000	159,365	207,000
Capital Investment Fees	11,731,714	5,181,486	16,296,000	6,908,647	9,280,000
Interest Expense	-	-	-	-	-
Transfer In	-	-	-	-	-
Total Non-Operating Revenues (Expenses)	11,731,714	5,301,010	16,599,000	7,068,013	9,487,000
Excess (Deficiency) of Revenues and Other Sources over Expenses	11,881,375	7,045,010	16,074,000	9,393,346	7,900,500
Ending Fund Balance	123,238,320	130,283,330	139,312,320	132,631,666	140,532,166

Town of Frederick, Colorado

Storm Water Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	5,978,831	7,515,372	7,515,372	7,515,372	8,164,792
<u>Revenues:</u>					
Charges for Services	756,571	634,053	745,000	845,405	872,000
Miscellaneous Revenue	159,969	4,839	-	6,452	-
Total Operating Revenues	916,540	638,892	745,000	851,856	872,000
<u>Expenses:</u>					
Operations & Maintenance	1,044,076	513,541	681,000	684,721	1,280,000
Capital Outlay	-	-	-	-	-
Transfer Out (CIP)	-	-	-	-	-
Total Operating Expenses	1,044,076	513,541	681,000	684,721	1,280,000
Operating Income (Loss)	(127,536)	125,351	64,000	167,135	(408,000)
<u>Non-Operating Revenues (Expenses):</u>					
Capital Revenues	526,437	329,400	771,000	439,200	613,000
Miscellaneous Revenue	-	32,314	130,000	43,085	65,000
Interest Expense	-	-	-	-	-
Transfer In	1,137,640	-	-	-	-
Total Non-Operating Revenues (Expenses)	1,664,077	361,713	901,000	482,285	678,000
Excess (Deficiency) of Revenues and Other Sources over Expenses	1,536,541	487,065	965,000	649,420	270,000
Ending Fund Balance	7,515,372	8,002,437	8,480,372	8,164,792	8,434,792

Town of Frederick, Colorado

Golf Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	199,998	43,275	43,275	43,275	175,006
<u>Revenues:</u>					
Charges for Services	705,506	767,546	726,700	921,055	978,550
Grants & Contributions	-	-	-	-	-
Miscellaneous Revenue	11,665	5,713	-	6,855	5,000
<i>Transfers In (from General)</i>	1,598,818	901,250	901,250	901,250	629,100
Total Operating Revenues	2,315,989	1,674,508	1,627,950	1,829,160	1,612,650
<u>Expenditures:</u>					
Operations & Maintenance	1,311,946	1,396,394	1,603,450	1,675,673	1,612,650
Capital Outlay	-	18,131	24,500	21,757	-
Depreciation	23,126	-	-	-	-
<i>Transfers Out</i>	1,137,640	-	-	-	-
Total Expenditures	2,472,712	1,414,524	1,627,950	1,697,429	1,612,650
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(156,723)	259,984	-	131,731	-
Ending Fund Balance	43,275	303,259	43,275	175,006	175,006

Town of Frederick, Colorado

Park Improvement Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	1,582,268	880,904	880,904	880,904	(0)
<u>Revenues:</u>					
Taxes and Fees	794,511	394,355	1,175,400	473,226	725,000
Charges for Services	3,475	-	-	-	-
Earnings on Investment	-	-	-	-	-
Miscellaneous Revenue	37,243	6,560	10,000	7,872	7,000
<i>Transfers In</i>	-	-	-	-	-
Total Operating Revenues	835,229	400,915	1,185,400	481,098	732,000
<u>Expenditures:</u>					
Operations & Maintenance	1,171,355	836,213	1,117,800	971,306	732,000
Capital Lease	-	-	-	-	-
Capital Outlay	365,238	325,580	-	390,696	-
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	1,536,593	1,161,794	1,117,800	1,362,002	732,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(701,364)	(760,879)	67,600	(880,904)	-
Ending Fund Balance	880,904	120,025	948,504	(0)	(0)

Town of Frederick, Colorado

Open Space Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	2,473,152	3,918,901	3,918,901	3,918,901	4,764,904
<u>Revenues:</u>					
Taxes & Fees	1,888,669	1,184,905	1,565,000	1,421,886	1,583,000
Grants & Contributions	-	-	-	-	-
Earnings on Investment	-	-	-	-	-
Miscellaneous Revenue	6,126	650	-	780	-
<i>Transfers In</i>	-	-	-	-	-
Total Operating Revenues	1,894,795	1,185,555	1,565,000	1,422,666	1,583,000
<u>Expenditures:</u>					
Operations & Maintenance	314,311	474,228	591,500	569,073	1,203,200
Capital Outlay	134,735	6,324	304,500	7,589	306,250
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	449,046	480,552	896,000	576,662	1,509,450
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,445,749	705,003	669,000	846,003	73,550
Ending Fund Balance	3,918,901	4,623,904	4,587,901	4,764,904	4,838,454

Town of Frederick, Colorado

Public Safety Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	166,819	416,495	416,495	416,495	494,239
<u>Revenues:</u>					
Permits & Fees	255,469	137,162	368,000	164,594	250,000
Miscellaneous Revenue	-	-	-	-	-
<i>Transfers In</i>	-	-	-	-	-
Total Operating Revenues	255,469	137,162	368,000	164,594	250,000
<u>Expenditures:</u>					
Capital Outlay	5,793	86,851	88,000	86,851	-
<i>Transfers Out</i>	-	-	-	-	250,000
Total Expenditures	5,793	86,851	88,000	86,851	250,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	249,676	50,311	280,000	77,744	-
Ending Fund Balance	416,495	466,806	696,495	494,239	494,239

Town of Frederick, Colorado

Capital Facilities Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	6,276,293	6,130,522	6,130,522	6,130,522	6,086,832
<u>Revenues:</u>					
Taxes and Fees	494,513	252,493	350,000	302,992	445,000
Miscellaneous Revenue	8,900	-	-	-	-
<i>Transfers In</i>	-	-	-	-	-
Total Operating Revenues	503,413	252,493	350,000	302,992	445,000
<u>Expenditures:</u>					
Capital Outlay	479,544	119,261	176,000	143,113	176,000
Debt Service	169,640	169,640	174,000	203,568	174,000
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	649,184	288,901	350,000	346,682	350,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(145,771)	(36,408)	-	(43,690)	95,000
Ending Fund Balance	6,130,522	6,094,114	6,130,522	6,086,832	6,181,832

Town of Frederick, Colorado

Facilities Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	-	-	-	-	(26)
<u>Revenues:</u>					
Department Allocation	-	-	-	-	630,000
Miscellaneous Revenue	-	-	-	-	-
<i>Transfers In (from General)</i>	-	445,000	445,000	491,500	-
Total Operating Revenues	-	445,000	445,000	491,500	630,000
<u>Expenditures:</u>					
Operations & Maintenance	-	409,072	445,000	490,887	605,000
Capital Outlay	-	533	-	640	25,000
Debt Service	-	-	-	-	-
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	-	409,605	445,000	491,526	630,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	35,395	-	(26)	-
Ending Fund Balance	-	35,395	-	(26)	(26)

Town of Frederick, Colorado

Fleet Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	-	-	-	-	70,205
<u>Revenues:</u>					
Department Allocation	-	-	-	-	1,130,500
Miscellaneous Revenue	-	4,369	-	5,243	-
<i>Transfers In (from General)</i>	-	571,950	571,950	571,950	-
Total Operating Revenues	-	576,319	571,950	577,193	1,130,500
<u>Expenditures:</u>					
Operations & Maintenance	-	416,007	524,450	499,208	1,115,500
Capital Outlay	-	6,483	7,500	7,780	15,000
Debt Service	-	-	-	-	-
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	-	422,490	531,950	506,988	1,130,500
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	153,829	40,000	70,205	-
Ending Fund Balance	-	153,829	40,000	70,205	70,205

Town of Frederick, Colorado

Oil Royalty Trust Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	1,543,514	1,622,962	1,622,962	1,622,962	1,732,367
<u>Revenues:</u>					
Intergovernmental	269,033	134,171	150,000	161,005	160,000
Earnings on Investment	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-
<i>Transfers In</i>	-	-	-	-	-
Total Operating Revenues	269,033	134,171	150,000	161,005	160,000
<u>Expenditures:</u>					
Operations & Maintenance	150,085	-	15,000	-	15,000
Donation & Scholarship	39,500	43,000	60,000	51,600	75,000
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	189,585	43,000	75,000	51,600	90,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	79,448	91,171	75,000	109,405	70,000
Ending Fund Balance	1,622,962	1,714,133	1,697,962	1,732,367	1,802,367

Town of Frederick, Colorado

Art in Public Places Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	74,930	23,277	23,277	23,277	18,000
<u>Revenues:</u>					
Grants & Contributions	155	1,000	1,000	1,200	1,000
Miscellaneous Revenue	-	-	-	-	-
<i>Transfer In</i>	-	10,698	11,000	10,698	11,000
Total Operating Revenues	155	11,698	12,000	11,898	12,000
<u>Expenditures:</u>					
Operations & Maintenance	5,023	4,428	10,000	5,313	10,000
Capital Outlay	46,785	10,142	30,000	11,861	20,000
<i>Transfer Out</i>	-	-	-	-	-
Total Expenditures	51,808	14,570	40,000	17,175	30,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(51,653)	(2,872)	(28,000)	(5,277)	(18,000)
Ending Fund Balance	23,277	20,405	(4,723)	18,000	(0)

Town of Frederick, Colorado

Events Fund	2021 Actuals	2022 Actuals Jan - Oct	2022 Adopted Budget	2022 Year-End Estimates	2023 Proposed Budget
Beginning Fund Balance	118,285	51,080	51,080	51,080	135,422
<u>Revenues:</u>					
Grants & Contributions	90,880	96,962	169,250	116,354	97,750
Miscellaneous Revenue	-	-	-	-	-
<i>Transfers In (from GF & Board)</i>	70,000	173,000	94,750	173,000	183,250
Total Operating Revenues	160,880	269,962	264,000	289,354	281,000
<u>Expenditures:</u>					
Operations	163,722	170,843	264,000	205,012	278,500
Capital Outlay	64,363	-	-	-	2,500
<i>Transfers Out</i>	-	-	-	-	-
Total Expenditures	228,085	170,843	264,000	205,012	281,000
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(67,205)	99,119	-	84,343	-
Ending Fund Balance	51,080	150,199	51,080	135,422	135,422



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

Chad teVelde Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

A Resolution to Set the 2023 Mill Levies

Agenda Date: Town Board Meeting - December 13, 2022

Attachments:

- a. Resolution 22-R-83
- b. Certification of Tax Levies Form DLG70

Finance Review:

Finance Director

Submitted by:

Kurtis Adams
Finance Director

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Summary Statement:

The purpose of the attached resolution is to set the mill levy for General Fund operations. The mill levy must be certified to Weld County by December 15th of each year.

Detail of Issue/Request:

In recent years the Town has maintained the mill levy at 6.555 to preserve the opportunity to collect property tax revenue for operations in the General Fund. For the upcoming 2023 budget year, an increase in assessed valuations will result in an increase of \$1,026,886 of property tax revenues compared to the amount collected in 2022. Total net taxable assessed valuations from the Weld County Assessor increased from \$344,074,428 for the 2022 budget year to \$500,731,379 for the 2023 budget year.

Legal Comments:

Resolution was reviewed by legal counsel.

Built on What Matters.

Alternatives/Options:

Approve the mill levy at the calculated rate, or approve a reduced mill levy rate.

Financial Considerations:

The property tax revenues that are reflected in the 2023 budget are based on assessed property values of \$500,731,379 with a mill levy of 6.555 mills.

Staff Recommendation:

Set the General Fund mill levy at 6.555 mills.

TOWN OF FREDERICK, COLORADO
RESOLUTION 22-R-83

A RESOLUTION OF FREDERICK, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022, TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FREDERICK, COLORADO, FOR THE 2023 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado has adopted the annual budget in accordance with the Local Government Budget Law, on December 13, 2022, and;

WHEREAS, the amount of money necessary to balance the budget for the general operating purposes is \$3,282,294 and;

WHEREAS, the amount of money necessary to balance the budget for the bonds and interest is \$0 and;

WHEREAS, the 2022 net valuation for assessment for the Town of Frederick as certified by the County Assessor is \$500,731,379;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO;

Section 1. That for the purpose of meeting all general operating expenses of the Town of Frederick during the 2023 budget year, there is hereby levied a mill levy of 6.555 mills, upon each dollar of the total valuation of assessment of all taxable property within the Town for the year 2022.

Section 2. That the Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Weld County, Colorado, the mill levies for the Town of Frederick as hereinabove determined and set.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13th DAY OF
DECEMBER, 2022.**

TOWN OF FREDERICK:

By _____
Tracie Crites, Mayor

ATTEST:

By _____
Meghan C. Martinez, MMC, Town Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of WELD COUNTY, Colorado.On behalf of the FREDERICK TOWN,
(taxing entity)^Athe Board of Trustees
(governing body)^Bof the FREDERICK TOWN
(local government)^CHereby officially certifies the following mills
to be levied against the taxing entity's GROSS \$ \$531,915,290.00
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)Note: If the assessor certified a NET assessed valuation
(AV) different than the GROSS AV due to a Tax
Increment Financing (TIF) Area^F the tax levies must be \$ \$500,731,379.80
calculated using the NET AV. The taxing entity's total
property tax revenue will be derived from the mill levy
multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
BY ASSESSOR NO LATER THAN DECEMBER 10**Submitted: 11/30/2022 for budget/fiscal year 2023.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)**PURPOSE** (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>6.555</u> mills	\$ <u>3282294.19</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < 0 >
SUBTOTAL FOR GENERAL OPERATING:	<u>6.555</u> mills	\$ <u>3282294.19</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ <u>0</u>
4. Contractual Obligations ^K	_____ mills	\$ <u>0</u>
5. Capital Expenditures ^L	_____ mills	\$ <u>0</u>
6. Refunds/Abatements ^M	_____ mills	\$ <u>0</u>
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>6.555</u> mills	\$ <u>3282294.19</u>

Contact person: (print) Kurtis Adams Daytime phone: 720-382-5562
Signed: Kurtis Adams Title: Finance Director

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____
2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____
4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

^A **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity*'s boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government^C.

^B **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity*'s mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

^C **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

^D **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a "tax increment financing" entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity*'s total mills upon the *taxing entity*'s Gross Assessed Value found on Line 2 of Form DLG 57.

^E **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25th each year and may amend it, one time, prior to December 10th. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

^F **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use "tax increment financing" to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity*'s mill levy applied against the *taxing entity*'s gross assessed value after subtracting the *taxing entity*'s revenues derived from its mill levy applied against the net assessed value.

^G **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.

^H General Operating Expenses (DLG 70 Page 1 Line 1)—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

^I Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

^J General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

^K Contractual Obligation (DLG 70 Page 1 Line 4)—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

^L Capital Expenditures (DLG 70 Page 1 Line 5)—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

^M Refunds/Abatements (DLG 70 Page 1 Line 6)—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

^N Other (DLG 70 Page 1 Line 7)—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Carbon Valley, Mead Victim Assistance Program

Agenda Date: Town Board Meeting – December 13, 2022

Attachments: 19 Judicial District Victim Assistance & Law Enforcement (VALE) Grant
Contract-Carbon Valley, Mead Victim Assistance Program

Finance Review: _____
Finance Director

Submitted by: Commander Dave Egan and Alexis Gutierrez

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Safe & Secure- Residents of Frederick experience safety and peace of mind knowing they live in the safest community.

Summary Statement:

The Carbon Valley (Dacono, Firestone, and Frederick), Mead municipalities seek funding for a new victim services program to serve the citizens of VRA Crimes in south Weld County. The grant will support a new program coordinator to create a program that offers referrals to community support programs and communication updates for VRA investigations. The Town of Frederick will be the fiduciary agent for the funding, and the coordinator will be in Frederick. Each of the four municipalities will have representatives as the governing body and will meet quarterly to review and adjust program goals to provide victim services to our community.

Detail of Issue/Request:

Over the summer, the municipalities of Dacono, Firestone, Frederick, and Mead were notified by the Weld County Sheriff's Office that the office will discontinue victim services due to staffing shortages starting 01/01/23. After the notification, the four (4) municipalities collaborated to develop a new victim services program and submitted a grant application to local VALE board to provide services for the region; The 19 Judicial

Built on What Matters.

District Victim Assistance & Law Enforcement (VALE) Grant Contract will partially fund the program. In addition to the local VALE Board, by the end of the year of 2022, the Frederick Police Dept will have submitted an additional two grant applications to support the program.

The new Carbon Valley, Mead Victim Assistance Program (CVMVAP) program will provide community resources to survivors and family members of VRA crimes (Assault, Burglary, Murder, Sexual Assault, Crimes Against Children, Domestic Violence, Robbery, and Other). Community resources include linkage to behavioral health services, financial services, and criminal justice services. The program will perform the following duties:

1. respond to the emotional and physical needs of crime victims.
2. assist primary and secondary victims of crime to stabilize their lives after a victimization.
3. assist victims to understand and participate in the criminal justice system.
4. provide victims of crime with a measure of safety and security.
5. ensure compliance with law enforcement requirements under the VRA

Legal Comments:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Carbon Valley, Mead Program will seek monthly reimbursement from the four (4) and additional grant requests to support program costs. The total project cost is \$174,119.20 to support the Victim Assistance Coordinator. Program staff will continue to seek funding for program support and for additional staff.

Additional grant request: \$100,000- Weld Trust Foundation (Salary, Fringe, Overtime, On-Call Pay Training)

Municipality Reimbursement:

	Firestone	\$ 8,897.35
	Frederick	\$ 6,445.07
	Dacono	\$ 4,999.89
	Mead	\$ 2,776.89

Financial Considerations:

The 19th Judicial VALE Contract is \$51,000 for salary (\$45,000), supplies (\$4,000), and (\$2,000) for translation services.

Staff Recommendation:

The Frederick Police Department and the Grant Administrator's office seeks board approval for the 19th Judicial District VALE Contract for \$51,000 for salary, supplies, and translation services to support the Carbon Valley, Mead Victim Assistance Program. The contract is from January 01, 2023, to December 31, 2023.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-84**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING
A GRANT AWARD FOR THE CARBON VALLEY, MEAD VICTIM
ASSISTANCE PROGRAM AND AUTHORIZING THE TOWN MANAGER TO
EXECUTE THE CONTRACT**

WHEREAS, the Town of Frederick is a participant in the Carbon Valley, Mead Victim Assistance Program (“Program”); and,

WHEREAS, the Town of Frederick has applied for grant funding through the 19th Judicial District Victim Assistance & Law Enforcement (VALE) for the Program; and,

WHEREAS, the VALE board has extended a grant award in the amount of \$51,000 to assist in funding the Program; and,

WHEREAS, the Board of Trustees desires to accept the grant award to assist in funding the Program.

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

1. The Board of Trustees accepts the grant award from the 19th Judicial District Victim Assistance & Law Enforcement program in the amount of \$51,000 for the Carbon Valley, Mead Victim Assistance Program and authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney that is substantively the same as the attached Exhibit A.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 13TH DAY OF DECEMBER,
2022.**

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

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

VICTIM'S ASSISTANCE & LAW ENFORCEMENT BOARD

Nineteenth Judicial District

19TH JUDICIAL DISTRICT VICTIM ASSISTANCE AND LAW ENFORCEMENT (VALE) BOARD CONTRACT

Pursuant to the Assistance to Victims of and Witnesses to Crimes and Aid to Law Enforcement Act, Article 4.2, Title 24, C.R.S., the Victim Assistance and Law Enforcement Board of the 19th Judicial District has made the following award:

Grantee Agency: Frederick Police Department
Grant Number: 2023-15
Project Title: Carbon Valley, Mead Victim Assistance Program (CVMVAP)
Grant Period: January 1, 2023 through December 31, 2023
Amount of Grant Award: **\$51,000.00**

IT IS HEREBY AGREED:

1. All award disbursements are contingent upon the availability of local VALE funds.
2. The contents of the grant application will become contractual obligations of the grantee agency and are incorporated into this contract as if fully set forth herein.
3. The grantee agency is required to submit four quarterly Financial Reports by **April 28, 2023, July 31, 2023, October 31, 2023, and January 31, 2024**. Each quarterly report is cumulative, and the final report must reflect the financial activities of the entire contract period. Financial Reporting Forms will be provided by the local VALE Board. Grant recipients are required to use these forms.
4. The grantee agency is required to submit four quarterly Narrative Program Reports by **April 28, 2023, July 31, 2023, October 31, 2023, and January 31, 2024**. Reports shall only reflect services provided to victims in the 19th Judicial District. These reports must address any special conditions that are listed in this contract. The final report must be cumulative and reflect the activity of the entire contract period. Narrative Program Report forms will be provided by the local VALE Board. Grant recipients are required to use these forms.
5. The grantee agency agrees to submit the Financial Monthly Tracking sheet and accounting records if requested.
6. Grantee agency will be paid in 4 quarterly installments of \$12,750.00. The 1st payment will be sent in January 2023 after the signed contract and final 2022 reports are received along with any reimbursement owed. The 2nd, 3rd and 4th quarter payments will be sent after receipt and acceptance of the required quarterly Financial Report and Narrative Program Report listed above.
7. Failure to comply with the reporting requirements may result in the Board's termination of this

grant, return of awarded funds, and/or suspension of the grant. Failure to comply with reporting requirements may also jeopardize future funding to this grantee agency.

8. **SPECIAL CONDITIONS** for the award that have been stipulated between the local VALE Board and the grantee agency are as follows:
 - a. Grantee agency must notify the 19th JD VALE Board if the agency has obtained funding for a specific 19th JD VALE grant funded position which totals more than 100% of the total cost for that position. The grantee agency must resolve the allocation of funds to the satisfaction of the 19th JD VALE Board.
 - b. Grantee agency must notify the 19th JD VALE Board in writing within 7 days, via e-mail or regular mail, of any 19th JD VALE grant funded personnel position that is vacant for 45 days or more. Changes in grant funded personnel must be listed on the quarterly financial report under "Employee Name."
 - c. Grantee agency must notify the VALE Board in writing within 30 days, with notification on agency letterhead, of any change of an official and/or employee who is listed as a responsible signatory on this 19th JD VALE grant funded project.
 - d. Agency staff to attend VRA Training.
 - e. Agency to submit finalized VRA brochure(s) when available.
 - e. Agency staff to attend 19th JD Crime Victim Compensation Training.
 9. Any proposed change in the use of grant funds must be submitted in writing and approved by the local VALE Board or VALE Administrator prior to any such change. Funding may only be used for 19th JD VALE services.
 10. In the event all of the monies paid to the grantee agency are not expended within the contractual period, the local VALE Board, in its discretion, may enlarge the time period of the contract or request that monies not used be repaid to the Board. The grantee agency shall submit written notification to the VALE Board by November 1, 2023 if the grantee agency will have any remaining funds at the end of the grant period and wishes to extend the current grant cycle. Such requests shall include the following information:
 - The amount of remaining funds;
 - How the funds will be used;
 - When the funds will be expended; and
 - Why the funds were not expended during the grant period.
- The local VALE Board will make a decision as allowing use of the funds by December 31, 2023 and will advise the grantee agency in writing as to their decision.
11. The grantee agency agrees that all funds received under this contract shall be expended solely for the purpose stated in the grant and approved by the local VALE Board. Any funds not so expended including funds lost or diverted to other purposes, shall be repaid to the local VALE fund no later than 30 days after the end of the contract.
 12. The grantee agency agrees to comply with all applicable non-discrimination legal mandates.
 13. Non-compliance with any portion of the contract may result in termination of the grant, withholding of funds, returning money to the local VALE fund, and/or other action as deemed necessary by the members of the local VALE Board.

14. All grantee agencies shall make available to the Board or its authorized designee, upon request, all current records and other information, including audit/financial statements, relative to the implementation of the grant.
15. Amendments of any terms of this contract shall have prior approval of the local VALE Board. Requests to amend this contract shall be in writing.
16. The Grantee Agency certifies by signing this contract that it shall comply with the RESTRICTIONS ON PUBLIC BENEFITS, set forth in CRS 24-76.5-103 et seq.

The grantee agency, through the following electronic or original signatories, understands and agrees that any VALE monies received in 2021 as a result of the awarding of the grant application shall be subject to the terms of this contract.

Project Director:

Signature: _____ Date: _____

Printed Name and Title: _____

Financial Officer:

Signature: _____ Date: _____

Printed Name and Title: _____

Authorized Official:

Signature: _____ Date: _____

Printed Name and Title: _____

VALE Board

Signature: _____ Date: _____

Printed Name and Title: Mary Martin, Chair of VALE Board

- The Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/She shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official or the Financial Officer.
- Financial Officer: The person who is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or Project Director.
- Authorized Official: The authorized official is the person who is, by virtue of their position, authorized to enter into legal contracts for the funded agency; for example, if the funded agency is one of the following, then the corresponding authorized official is as follows: state agency - department or division director; city - mayor or city manager; county - chairperson of the county commissioners; sheriff's department - chairperson of the county commissioners; police department - mayor or city manager; courts - chief judge; district attorney's office - district attorney; institution of higher education - president of the institution or chair/dean of the appropriate department; private non-profit agency - president or chairperson of the board of directors; school district - superintendent/assistant superintendent. The authorized official must be a person other than the project director or the financial officer.

NOTE: If someone other than the AUTHORIZED OFFICIAL as described above has been delegated the authority to enter into contractual agreements such as this grant, you must provide official documentation of delegation (such as bylaws or resolutions) immediately following the signature page.

VALE PROJECT BUDGET SUMMARY INFORMATION

Complete chart under Continuation Applicants ONLY, if applicable. Remaining columns will auto-populate from other tabs.

PROJECT FUNDS REQUESTED BUDGET:

Columns 2 and 3 will auto populate from other tabs

ROUND TO THE NEAREST DOLLAR

Continuation Applicants ONLY 2022	ALL APPLICANTS (Will populate from other tabs) 2023	Continuation Applicants
Current Grant Award	Requested Budget	Increase or Decrease (+ / -)
PERSONNEL	PERSONNEL	
Job Position	Job Position/NAME	
	Amount	
Subtotal	\$0	
EQUIPMENT	EQUIPMENT	(+ / -)
	Item #1	
	Item #	
Subtotal	\$0	
SUPPLIES AND OPERATING EXPENSES	SUPPLIES & OPERATING EXPENSES	(+ / -)
	Item #1 New Program Printing Brochures and Training Materials	
	Item	
	Item	
	Overtime	
	On Call	
	0	
Subtotal	\$0	
IN-STATE TRAVEL	IN-STATE TRAVEL	(+ / -)
	0	
	Travel	
	Item #3	
Subtotal	\$0	
PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	(+ / -)
	Translation Services	
	Professional #2	
Subtotal	\$0	
TOTAL FUNDS:	TOTAL FUNDS REQUESTED:	
\$0	\$51,000	

VALE PROJECT MANDATED GOALS

GOALS AND OBJECTIVES: Data Represents Carbon Valley Mead Area

Goal 1, objectives 1 and 2, are **mandatory** for all applicants. Fill in # of victims and any "other" categories you will report (under crimes). ****This number should match question 13 on the Part I Application.****

GOAL 1 (standard): This project will provide direct services that assist crime victims with emotional and physical needs to stabilize their lives, provide a measure of safety and security, and/or enhance victims' experience with the criminal justice system.

OBJECTIVE 1 (standard): To provide services to the following estimated **unduplicated** number of Weld County crime victims during the 12-month grant period.

Although a person may be a victim of multiple crimes in one criminal episode, they can be counted only once using the predominant crime.

Definitions:

Victims: primary and secondary victims

Primary victim: The person against whom the crime was committed, except in the case of homicide, and DUI/DWI deaths where the primary victims are the survivors of the victim. In domestic violence crimes, children of the primary victims (who are receiving services) are also considered to be primary victims.

Secondary Victims: Persons other than primary victims receiving services because of their own reaction or needs resulting from a crime.

Unduplicated Count: New and continuing victims served by the project. Continuing victim is a person served in the prior grant year who is continuing to receive services in the new grant year.

Estimated # of Victims	Type of Crime	Estimated # of Victims	Type of Crime
21	Child Physical Abuse	3	Human Trafficking
43	Child Sexual Abuse	2	Survivors of Homicide or Attempted Homicide
22	DUI/DWAI, Vehicular Assault or Homicide	42	Robbery
117	Domestic Violence	29	Assault
17	Adult Sexual Assault	11	Other violent crimes such as hate and bias crime, gang violence (specify).
5	Adults Molested As Children	9	Other vehicular crimes (hit and run, careless causing death or SBI, etc.)
5	Elder Abuse (including economic exploitation and fraud crimes)	12	Other (Specify): Stalking/Menacing
TOTAL UNDUPLICATED VICTIM ESTIMATED TO BE SERVED DURING THE 12 MONTH PERIOD:			338

VALE PROJECT MANDATED GOALS

OBJECTIVE 2 (standard): To provide the following types of services to the following estimated number of unduplicated victims during the 12-month grant period.

Number of Victims Receiving Each Type of Service: Estimate the number of victims who will receive each type of service provided by your agency during the grant period.

- ☒ A victim may receive the same type of service more than once (i.e. information) but the type of service can be counted only once during the grant period. An individual service category cannot exceed the total number of victims listed in table A.
- ☒ A victim may receive the same type of service more than once (i.e. information) and the service is counted every time during the grant period. An individual service category can exceed the total number of victims listed in table A.

Estimated # of Victims	Services	Estimated # of Victims	Services
100	Crisis Counseling/Intervention (in person)	338	Victim Compensation Assistance (required)
	Hotline/Crisis line Intervention	5	Intervention with employer, creditor, landlord, or other
338	Follow-up (in-person or by phone)		Individual Advocacy
	Therapy		Civil Legal Advocacy / Court Accompaniment
	Group Treatment/Support	60	Forensic Exam
0	Shelter / Safehouse (housed by agency)	57	Hospital/Clinic Response
338	Information / Referral	43	Language Services (interpretation)
157	Criminal Justice Support / Advocacy / Court Accompaniment	29	Transportation
24	Emergency Financial Assistance		CASA or Youth Prevention Service
	Civil Legal Attorney Assistance	298	Victim Rights Act Services

VALE PROJECT SPECIFIC GOALS AND OBJECTIVES

Add at least one more goal with objectives but no more than three additional goals with no more than three objectives per goal. **Objectives must be measurable and specific.** While an objective may relate to more than one statute, pick the most relevant statute from the drop-down list below the objective. Refer to Notes and Instructions on next page, use format provided below. NOTE: All cells except Goal rows will expand with typing.

Goal 2: Provide victims of crime with statutorily mandated services and referrals.

	Objective (include title of person responsible)	Intended Impact	Data Collection	Time Frame
1	Provide at least 250 services (assistance with travel, assistance with victim compensation, education of the justice system, and helping victims understand their rights)	The intended impact will be to ensure that victims of crime are provided with their statutorily mandated rights as required in the VALE statute.	The data collection and reporting will be recorded by the project manager and tracked during the grant cycle to assure the goal of providing services and referrals to at least 250 victims of crime.	This service will be conducted during the 2023 grant cycle.
Pick related VALE Statute from drop down list:			24-4.2-105 (4) (c)	
2	Notifications (338) to the victim of the progress of the investigation, the defendant's arrest, subsequent bail determinations, and the status of the case;	The intended impact would be for the victims of crime to feel included in the process and have up-to-date information on their case.	The coordinator will track communications and # of follow-up calls per victim.	This service will be conducted during the 2023 grant cycle.
Pick related VALE Statute from drop down list:			24-4.2-105 (4) (f)	



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

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

Tracie Crites, Mayor

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

FREDERICK RECREATION AREA AND CENTENNIAL PARK MASTER PLAN

Agenda Date: Town Board Meeting - December 13, 2022

Attachments:

- a. Resolution
- b. Independent Consultant Agreement

Finance Review: Jason Leslie
Administrative Services

Submitted by: Colby Johnson
Parks and Open Space Director

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

- **Community and Economic Vitality**
 - 2.1 – *Continue the master planning process for Frederick Recreation Area.*
 - This process will complete a ~25 year Master Plan for Frederick Recreation Area, including Bella Rosa Golf Course as well as Centennial Park.
- **Dynamic, Inclusive & Connected Community**
 - 3.1 – *Implement new ways to increase accessibility for public engagement.*
 - This is a publically driven process and will provide for robust and unique public engagement, to determine what the community desires in their primary recreational facilities.
- **Fiscally Responsible Governance**
 - 6.1 – *Continue analysis of the short-term and long-term financial position of Bella Rosa Golf Course.*

Built on What Matters.

- This process includes a robust financial analysis of potential future operations at the Golf Course, primarily any capital additions or augmentations of the current facility to identify their return on investment.

Summary Statement:

The purpose of this Action Memorandum is for the Board to take action on authorizing the Town Manager to award a contract and any such amendments as needed, to Design Concepts of Lafayette, CO, in an amount not to exceed \$325,000 to conduct a thorough master planning process for Frederick Recreation Area, including Bella Rosa Golf Course and Centennial Park.

Detail of Issue/Request:

A condensed version of this planning process was approved in the 2022 Capital Improvement Projects budget in the amount of \$225,000, entirely from the Park Improvement Fund. However, Staff has recommended a new, replacement appropriation in the amount of \$325,000 in the 2023 Capital Improvement Projects budget, split amongst the General Fund, Water Fund, Golf Fund and Open Space Fund to both include additional planning aspects not contemplated in the 2022 appropriation and to lessen the financial impact to the Park Improvement Fund, which has realized lower than anticipated revenues based on the current financial situation of the housing industry. No funds have been expended from the 2022 appropriation of \$225,000.

Town Staff issued a Request for Qualifications (RFQ) in July 2022 for firms qualified in regional park planning, ecological services, golf course design and recreational financial planning. In August, seven responses were received. Staff scored the responses and selected three finalists to present their qualifications and project visions to the Parks, Open Space and Trails (POST) Commission at their September 7th Regular Meeting.

The POST Commission requested additional time to consider the finalists and held a Special Meeting on September 13th. At that meeting, after a robust discussion on the direction of the project, the Commissioners, Board Liason and Staff unanimously selected Design Concepts of Lafayette, CO to lead the project.

This planning effort is a significant endeavor for the newly created Parks and Open Space Department, as it contains both of the primary outdoor recreational locations the Town manages. The effort will include, but is not limited to:

1. Regional Park Planning for FRA
 - a. An analysis of ecological resources and limitations of the existing and future regional park assets and lands.
 - b. Prescription of future recreational amenities with cost estimates and phasing.
 - c. A financial analysis on any non-golf revenue generating activities that may exist.
2. Milavec Reservoir
 - a. An analysis of the current ecology at the reservoir including an analysis of existing management actions.
 - b. Recommendations on the future potential of active recreation at the reservoir with relation to possible ecological improvements.
 - c. Recommendations on the future potential of the reservoir as a sustainable and prime fishing destination.

3. Bella Rosa Golf Course
 - a. A review of current planning efforts at the Golf Course and applying them into the larger focus of all outdoor recreational offerings.
 - b. Conducting a robust financial analysis on current and potential future operations.
 - c. Locating a potential new maintenance facility that can also be utilized by the Parks Division to create operational efficiencies.
4. Centennial Park
 - a. A review of the potential required expansion of stormwater detention in that location.
 - b. Prescription of future recreational amenities with an emphasis on interconnectivity to Downtown, regional neighborhoods and hosting Town events, with cost estimates and phasing.
5. Public Engagement
 - a. Robust public engagement through a specially created plan website, multiple surveys including at least one statistically valid survey, open houses which will partner with the Comprehensive and Downtown Plans whenever possible, pop-up shops at Town events, stakeholder focus groups and finally, staff interviews with park users.
 - b. A Project Advisory Group will be formed, consisting of the POST Commission, Town Staff from Parks, Engineering, Community & Economic Development, Police and Public Works as well as area stakeholders, primarily but not limited to, Carbon Valley Parks and Recreation District, Town of Firestone, City of Dacono and Colorado Parks and Wildlife.

Address why this matters to the community and/or how it affects the community in a positive way.

Once completed, this master plan, which will be created with significant resident involvement, will be the driving force behind creating new outdoor recreational opportunities at the Town's two largest and most utilized parks.

With over 300 acres of recreational lands at Frederick Recreation Area, the potential to create a true, regional recreational destination exists, which will improve the quality of life to area residents and can improve economic development opportunities through increased tourism to the Town.

Legal Comments:

The Town Attorney has reviewed and approved the agreement and drafted resolution.

Alternatives/Options:

- 1. Authorize the Town Manager** – Authorize the Town Manager to enter into a contract and any such amendments as needed, in an amount not to exceed \$325,000 to Design Concepts.
- 2. Deny the Award of Contract** - Do not proceed with using a consultant to create a master plan for these areas.
- 3. Provide alternative staff direction** – Do not proceed with contract approval at this time, and provide alternative staff direction on this Strategic Plan objective.

Financial Considerations:

This project was budgeted for \$225,000 in the 2022 CIP budget, with a replacement appropriation requested in the 2023 CIP budget of \$325,000. Funds will be paid through multiple funds. Please note, that in the process of creating a large master plan for recreational locations, opportunities may arise for additional study, analysis or conceptual design and may require additional funding at a future date.

Staff Recommendation:

Staff recommends the Board authorize the Town Manager to enter into a contract and any such amendments as needed with Design Concepts in an amount not to exceed \$325,000.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-85**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AWARDING
A CONTRACT FOR THE CREATION OF A MASTER PLAN OF FREDERICK
RECREATION AREA, BELLA ROSA GOLF COURSE AND CENTENNIAL
PARK AND AUTHORIZES THE TOWN MANAGER TO EXECUTE THE
CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town is not required to seek bids for technical and professional services, notwithstanding the Town issued a Request for Qualifications in July 2022 and seven firms responded with a Submittal of Qualifications for the Frederick Recreation Area and Centennial Park Master Plan Project; and,

WHEREAS, the Town of Frederick Parks, Open Space and Trails Commission voted unanimously to select Design Concepts at their Special Meeting, dated 13 September, 2022; and,

WHEREAS, the Town of Frederick established the creation of a Master Plan for Frederick Recreation Area and Bella Rosa Golf Course as a Strategic Plan objective in 2021-2022; and,

WHEREAS, the Board of Trustees recognizes preferred consultant for this contract award is Design Concepts.

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

1. The Board of Trustees accepts Design Concepts as the preferred consultant on the Frederick Recreation Area and Centennial Park Master Plan Project as reflected in the accompanied Action Memorandum and authorizes the Town Manager to sign a contract and any such amendments as needed, subject to finalization and review by the Town Attorney that is substantively the same as the attached Exhibit A, in a total amount not to exceed \$325,000.

INTRODUCED, READ, PASSED AND SIGNED THIS 13th DAY OF DECEMBER, 2022.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

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

INDEPENDENT CONSULTANT AGREEMENT

THIS INDEPENDENT CONSULTANT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2022 (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and Design Concepts, ("Consultant").

WHEREAS, The Town desires to engage the services of Consultant to provide the "Services" more fully described on Exhibit A; and

WHEREAS, the Consultant wishes to become associated with the Town as an independent Consultant; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

- 1.01 Town. Town is a municipal corporation located in Frederick, Colorado.
- 1.02 Consultant. Consultant is a private, independent business who will exercise discretion and judgment of an independent Consultant in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.
- 1.03 Intent of the Parties. By this Agreement, Town and Consultant intend for Consultant to be an independent Consultant in relationship to the Town and not the Town's employee or agent. Consequently, Consultant will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.
 - a) Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town. Consultant is not an agent of the Town, and will not hold itself out to the public as an agent of the Town.
 - b) Consultant has and hereby retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder. As Consultant will interact with

members of the public, Consultant agrees to employ courteous staff for work on the Services.

- c) The Town will not provide training or instruction to Consultant or any of its employees regarding the performance of Services hereunder, but will provide information and access to Town staff throughout the Services as contemplated in Exhibit A.
- d) Consultant represents that it may be engaged in providing similar services to other municipalities and is not required to work exclusively for the Town.
- e) All Services are to be performed solely at the risk of Consultant, and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- f) Consultant will not combine its business operations in any way with the Town's business operations, and each party shall maintain their operations as separate and distinct.

1.04 Additional Consultant Obligations. In addition to all other obligations contained herein, Consultant agrees:

- a) To furnish all tools, software, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b) To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards to the satisfaction of the Town.
- c) To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Consultant as an employer.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of two (2) years unless sooner terminated as herein provided, and if necessary, shall be submitted to the Town sixty (60) days prior to the expiration of the Agreement to consider renewal subject to annual appropriations by the Town.

2.02 Duties and Compensation. The Consultant's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change. Consultant shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Town. Town will pay Consultant within thirty (30) days after receipt of such properly itemized claim forms.

2.03 Background Check. The Town may, at its sole discretion, conduct a background check of Consultant, its owners and employees. Consultant agrees to execute any forms necessary to facilitate the background check.

2.04 Information of Reports. The Consultant shall, at such time and in form as the Town may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to the project as may be requested by the Town. The Consultant shall furnish the Town, upon request, with copies of all documents, and other material prepared or developed in relation with or as part of the project. Electronic material prepared and/or developed shall be in a format compatible with Microsoft Office 2019 products or other Town compatible software.

SECTION 3: OPERATIONS

3.01 Expenses: The Consultant shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Consultant each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Consultant shall maintain and keep in force during the term hereof in an amount adequate for the Services to be provided herein. Consultant shall require that any of its agents and/or subconsultants who enter upon the Town's premises shall maintain like insurance. Certificates of such insurance shall be provided to Town upon request.

With regard to all insurance, such insurance shall be primary insurance with any applicable insurance held by the Town being excess insurance only. Nothing contained within this Agreement or attachments is intended to be a waiver of the Town's immunity pursuant to the Colorado Governmental Immunity Act.

4.02 Damage and Indemnity. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities as authorized by this Agreement. Consultant agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Consultant or any invitees, guests, agents, employees or subconsultants of Consultant, whether brought by any of such persons or any other person arising from Consultant's activities as authorized by this Agreement. Consultant shall promptly pay to the Town, its successors or assigns, the full amount of any such costs, loss or damage which the Town, its successors or assigns may sustain or incur, or for which the Town, its successors or assigns, may become liable. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage required herein. The Town shall not provide such indemnification to

Consultant, provided, however, that Consultant shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Town.

SECTION 5: TERMINATION

5.01 Termination. Either party upon thirty (30) days prior written notice may terminate this Agreement with or without cause.

- a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, pandemic, or any causes beyond the control of such party.
- b) Upon termination by either party, Consultant shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the Town to the Consultant in conjunction with this Agreement along with any work product created prior to the termination.
- c) Within thirty (30) days of termination Consultant shall submit a final invoice for unpaid services rendered up to the date of termination. In determining the amount of final payment to be made to Consultant upon such termination no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Town to be incurred by reason of Consultant's default of this Agreement.

SECTION 6: MISCELLANEOUS

6.01 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Consultant:	Design Concepts c/o Sharen Weber 211 Public Road Ste. 200 Lafayette, CO 80026	To Town:	Town of Frederick c/o Town Manager P.O. BOX 435 Frederick, CO 80530
----------------	--	----------	--

6.02 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Consultant and Town is one of employment rather than independent Consultant, this Agreement shall become null and void in its entirety.

6.03 Conflicts of Interest. Consultant is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party. During the term of this agreement, the Consultant shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Town. Consultant certifies and warrants to Town that neither it nor any of its officers, agents, employees, or subconsultants who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Town.

6.04 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Consultant under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Consultant of any of the provisions of this Agreement will cause the Town irreparable injury and damage. The Consultant expressly agrees that the Town shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Consultant. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Town may have for damages or otherwise. The various rights and remedies of the Town under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Consultant waives any and all right to injunctive relief in the event of any dispute with the Town, and the Consultant's sole remedy in such a dispute shall be at law limited to the amounts paid by the Town for Services provided pursuant to this Agreement.

6.05 Independent Consultant. This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Town for any purpose. The Consultant is and will remain an independent Consultant in their relationship to the Town. The Consultant shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: INDEPENDENT CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONSULTANT OR SOME OTHER ENTITY. CONSULTANT SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.

6.06 Records; Audit. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Town or any

other authorized representative of the Town. Copies thereof, if requested, shall be furnished at no cost to the Town.

6.07 Ability to Bind the Other Party. Neither Town nor Consultant is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.08 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado with venue in Weld County, Colorado.

6.09 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.10 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.11 Attorney's Fees. Consultant shall be liable to the Town for reasonable attorneys' fees incurred by the Town in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.

6.12 Assignment and Subcontracting. Consultant shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Town. In the event that the Town approves of any such subcontracting, assignment or delegation, Consultant shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The Town shall have no obligation whatsoever toward such persons. Consultant shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Consultant of any responsibility for performing under this Agreement.

6.13 No Modification or Waiver of Conditions. Consultant may not waive or modify all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.

6.14 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement

may be modified only by a written document signed by both parties and approved by the Town Board at a public meeting.

6.15 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.16 Non-discrimination. Consultant and its officers, agents, employees, and subconsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement

6.17 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.18 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

6.19 Acknowledgment of Review. Consultant hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN OF FREDERICK

DESIGN CONCEPTS

By _____
Bryan Ostler, Town Manager

By _____
Shanen Weber, Principle-in-Charge

ATTEST:

Meghan C. Martinez, CMC, Town Clerk