Town of Frederick
Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, February 11, 2025

7:00 PM

Work Session 5:30 PM

Agenda
Regular Meeting 7:00 PM

Work Session 5:30 PM

A. Staff Introductions

B. Wayfinding Presentation

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

C. St. Vrain Sanitation District Presentation -

Public Comment

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

Staff Reports

D. Administrative Report -

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.

E. Approval of January 28, 2025 Minutes

Action Agenda

F. Resolution 25-R-19 CBT Purchase Contract and Budget Amendment -
Sarah Watson, Engineer

G. Resolution 25-R-18 Grant Administrator's Report -
Sierra Fedder, Economic Development Specialist
Ryan Johnson, Assistant Town Manager
Todd Norris, Police Chief

Mayor and Trustee Reports

Adjournment

Upcoming Board of Trustees Work Sessions:

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

- February 11, 2025 – Regular Meeting
- February 18, 2025 – Work Session (Canceled)
- February 25, 2025 – Regular Meeting
- March 4, 2025 – Work Session (Canceled)

Effective, Efficient & Strategic Government Operations

- Tim Schwartz and Kim Strong attended the PGA Show from January 21-24, which hosted four days of continuing education, training and exhibitors. Staff attended numerous training courses with an emphasis on new opportunities for programming, enhanced revenue generation, and continuing education credits for their respective certifications.
- Mike Harris and Jordan Davison attended the Park Management School, which is a joint effort between North Carolina State University and the National Training Center at Oglebay, West Virginia. This two-year certificate program provides education and training relating to park maintenance, operations, management, projects and people.
- Tim Schwartz, Rob Fitzgerald and Matthew Dell attended the Golf Course Superintendent's Association of America Conference and Education Show from February 3-6. This is the premier turf and golf course management conference. Staff attended numerous training courses relating to equipment maintenance, autonomous equipment, golf course renovations and construction, and native/turf conversions as well as obtaining continuing education credits.
- The Town's Redevelopment Administrator and Construction Inspectors are continuing to work with the Grants Administrator regarding the Downtown Concrete Replacement Program in hopes of obtaining grant funding for the program.
- Economic Development staff attended the AC-REP Legislative Preview on January 30 to learn about legislation changes for this session as they relate to business and development.

Community and Economic Vitality

- Economic Development updates:
  - The Frederick Revitalization & Economic Development (FRED) Grant is now open. The review committee met for the first time to review applications on January 30.
  - Stepping into the spirit of shopping local, watch for upcoming communications for the Town's February Love Your Downtown promotion (flyer attached).
  - Two additional local businesses, Frederick Liquor & Store and A New Image Salon, have expressed interest in the monthly downtown committee meetings and will be joining the group moving forward. This brings the committee total to 18 different businesses who attend the monthly meetings and/or participate via email.
  - The Economic Development team will be holding the Q1 2025 Business Roundtable on February 18 in partnership with the Frederick-Firestone Fire Protection District. Attached is the invitation with details; RSVPs are requested if you plan to attend.
  - The Redevelopment Administrator will be meeting with United Power on February 4 to begin discussions regarding permanent lighting in the downtown area.
- For a list of all active development applications currently under review by the Town's Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies, please follow these links to our "What's Developing" map and webpage, "Development Applications Under Review."

Dynamic, Inclusive & Connected Community

- Communications & Engagement updates:
  - Monthly Communications Newsletter, both electronic and mailer
  - Frederick Flash, featuring four articles weekly
  - Daily postings on social media platforms
  - Staff hosted a volunteer fair on January 25. 16 local non-profit organizations attended.
  - Town Event Preparation
    - 18 Sponsor applications
    - 29 Food Vendor applications
    - 52 Market Vendor applications
    - 36 Chainsaw Carver applications
    - Band selection is underway for Frederick in Flight and Miners Day, and park selection has begun for 2025 Community Tour & Talk events. Staff attended a Miners Day committee meeting on January 15, with another scheduled for February 13.

- Community Partnerships:
    - Carbon Valley Cares
    - Staff are collaborating on communications on a road project in Erie that may affect Frederick residents
- Website Updates:
    - Updates to the FAQs on the Water Rate Study page
- Town App: Monthly Analytics Report
- Interdepartmental Collaboration:
    - Communications & Engagement KPI updates for financial report
    - CIP entry into finance system
    - Updates to the 2025 Strategic Plan
    - News Release drafted for the public dashboard
    - Data collection for upcoming Annual Report
    - Employee Handbook review
    - Creation of ADA accessible PowerPoint template
    - Creation of Trash and Recycling PowerPoint presentation
    - Draft creation of video series script
    - Economic Development newsletter creation
- Communications & Engagement training
    - Skool accessibility training
    - ZenCity Training for social media content management
    - 3CMA Advances in Crisis Communication webinar
- Communications & Engagement Specialist I position recruitment
- Board Meetings
    - Closed captioning for meeting recordings
    - Attendance at Board meetings to ensure Town communication aligns with the Board’s vision

Strategic, Reliable and Sustainable Infrastructure

- Parks and Open Space maintenance staff completed removal of holiday lighting in Crist Park and the Gateway, completed snow removal on parks and trails due to January snowfall, and conducted a full annual audit of playgrounds and play structures with repairs to follow this winter.
- Golf maintenance staff have focused on cleaning up the shop and work areas of Bella Rosa during the snowy days, as well as completing capital projects in and around the clubhouse.
- Neighborhood Services Updates:
    - The Neighborhood Services Coordinator is working on reducing waste in both paperwork and duplicative efforts regarding business licensing in Frederick.

    - A draft was presented to the Board of Trustees for the administrative citation code update.
    - Staff have been communicating expectations to home builders regarding landscape requirements to secure a higher quality product.
    - Neighborhood Services and Economic Development are working together to identify downtown code violations and implement a plan to address those violations in a way that is cooperative with the business owners.
    - Neighborhood Services and Parks are coordinating an effort to identify areas where Frederick is performing maintenance duties that should be performed by other entities.
- The Fleet Division has been busy with off-season trailer inspections, which have resulted in several tire replacements, repairs, and adjustments to Town vehicles. Additionally, they have replaced some blades on plow trucks after recent snow events.
- The recent January snowstorms have kept Public Works teams busy working on snow and ice cleanup. Working nearly around the clock, the snow crews plowed a total of 2,926 roadway miles during those snow events.
- With the recent cold snap, Facilities staff have been setting up heaters in the Bella Rosa Clubhouse and performing preventative maintenance against frozen pipes. They have also been busy clearing downtown areas and Town buildings of never-ending snow and ice.
- Crews have trimmed up the trees along Tipple Parkway for the safety of traveling public and to save side mirrors on heavy trucks. They have also been updating and replacing the street signs along Tipple due to safety concerns.
- Trey Ward and Dustin Corbitt have begun their CDL training and are expected to obtain their CDL licenses by about mid-March 2025.

Safe and Secure

- Chief Norris visited Frederick High School recently to speak with the students enrolled in SRO Andy Fairbanks' Student Police Academy. This encounter provided a unique glimpse into the inner workings of law enforcement, touching on such subjects including integrity, adaptability, and a commitment to serving the community. The Chief shared honest and engaging personal experiences, challenges, and successes from his own career and encouraged them to remain diligent in school and to keep their eye on the prize as they work hard towards achieving their dreams.
- The Police Department kicked off the 2025 Neighborhood Watch with the first quarterly meeting held January 22. Sector reports were provided which highlight criminal activity common in different parts of Town over the last three months. Additionally, SRO Fairbanks spoke on the role of school resource officers in the community, and Commander Glantz shared information about the Flock Safety license plate reading cameras located throughout Frederick and the role they play in crime prevention. Because it's never too early to plan, the conversation also included thoughts about National Night Out celebrations coming at the end of summer. Those in attendance were highly enthusiastic and engaged with the various speakers.

- The Town's Oil & Gas Liaison has been making great strides in the few weeks since he joined the Town. He continues to network and build relationships with not only internal staff, but also external contacts including landowners, developers, residents, operators, and the Frederick-Firestone Emergency Management Director. He has been influential in providing input for several development applications related to the Town's Oil & Gas Standards and Ordinance 1400, Article 9, and he has proposed amendments to that ordinance after reviewing the related rules, regulations, and ordinances. He developed and implemented a database of all Colorado Energy & Carbon Management Commission (ECMC) notifications, including all 2025 notifications for the Town, and he is currently working on outlining steps to address citizen-reported emergency oil and gas concerns.

Fiscally Responsible Governance

- Finance staff continue their focus on the 2025 Budget Book Publication, which is a tedious and time-consuming undertaking.

LOVE your DOWNTOWN

WIN $250 TO YOUR FAVORITE DOWNTOWN FREDERICK BUSINESS!

-Throughout the month of February, spend $10.00 or more, 4 times, and upload receipts as proof of purchase to earn 1 entry

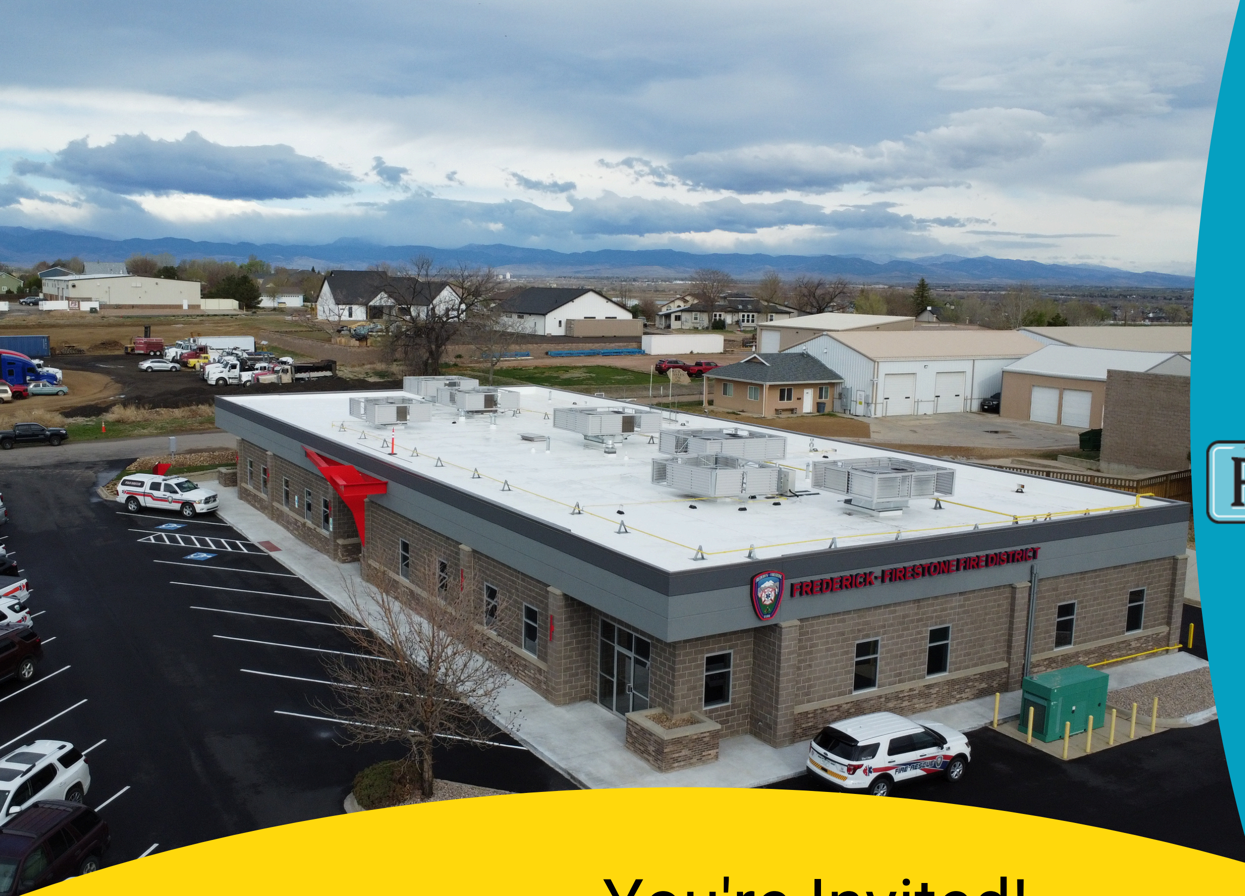
-Earn an additional entry for each purchase after 4

-A $250 winner and 2 $50 winners will be drawn from all entries on March 4

-For full list of rules and to submit your receipts, please scan the QR Code below

Scan me

FREDERICK COLORADO



FREDERICK
COLORADO

You're Invited!

Business Roundtable

Upcoming 2025 Development

February 18, 2025
8:30-9:30am

Hosted by the Town of Frederick's Economic Development Office

Location:
Frederick-Firestone Fire District
8426 Kosmerl Place

Doors Open at 8:00am
Breakfast Provided **(Please RSVP)**

RSVP by February 12 to:

720.382.5533 **EcoDevo@frederickCO.gov**

Town of Frederick Board of Trustees

Meeting Minutes
January 28, 2025

Work Session 5:30 pm

A. Neighborhood Services Update

FURA Meeting: 6:00 pm - For Details see FURA Agenda Packet

Call to Order – Roll Call

At 7:00 p.m. Mayor Pro Tem Brown called the meeting to order and requested roll call. Present were Mayor Pro Tem Brown, Trustee Lamach, Trustee March, Trustee Mahan, and Trustee Padia
Also present were Town Manager Bryan Ostler, Deputy Town Manager Jason Leslie, Town Attorney Jason Meyers, and Town Clerk Tricia David.
Mayor Crites and Trustee TeVelde were excused.

Pledge of Allegiance

Approval of Agenda

There were no changes to the agenda.

Special Presentations

B. Flight 629 Memorial, and Unsung Heroes Across America, Inc. -

Flight 629 Memorial, and Unsung Heroes Across America, Inc. Request: Linda Lou Allour, Good Will Ambassador presented and requested support for the Flight 629 Memorial. Motion by Trustee Mahan and seconded by Trustee March to approve $1,000 grant request. Upon roll call vote, motion passed unanimously.

Public Comment

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Mayor Pro Tem Brown indicated that no one had signed up for public comment.

Staff Reports

C. Administrative Report -

Administrative Report: Town Manager Bryan Ostler provided a written report. He also gave kudos to Colby Johnson, Parks Director and his team for their focus on golf course improvement efforts, announced organizational change related to Public Works and Engineering departments, expressed appreciation for Neighborhood Services following their presentation during the Work Session and for recent Economic Development initiatives, and indicated that on March 4th the Board of Trustees

Windshield Tour will begin at 5:30 p.m.

Consent Agenda

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Motion by Trustee Mahan and seconded by Trustee Lamach to approve Consent Agenda. Upon roll call vote, motion passed un unanimously.

D. Approval of Minutes

E. List of Bills -

F. Resolution 25-R-01 A Resolution of the Town of Frederick, Colorado, to Cancel Various Board of Trustee Meetings -
Emily Nitcher, Deputy Town Clerk

G. Resolution 25-R-11 FURA Conflict of Interest Waiver -

Action Agenda

H. Resolution 25-R-12 NISP Annual Interim Agreement -
Sarah Watson, Engineer

Motion by Trustee Lamach and seconded by Trustee Padia to approve Resolution 25-R-12 NISP Annual Interim Agreement.
Upon roll call vote motion 5 to 0.

I. Resolution 25-R-13 Consider Awarding a Contract for the Water Reuse Plan -
Sarah Watson, Engineer

Motion by Trustee March and seconded by Trustee Mahan to approve Resolution 25-R-13 Consider Awarding a Contract for the Water Reuse Plan.
Upon roll call vote motion Passed 5 to 0.

J. Resolution 25-R-16 Wildflower - United Power MOAPI Amendment -
Sarah Watson, Engineer

Motion by Trustee Padia and seconded by Trustee Lamach to approve Resolution 25-R-16 Wildflower - United Power MOAPI Amendment.
Upon roll call vote motion Passed 5 to 0.

K. Resolution 25-R-14 Approval of CMGC contract for the Public Works Facility -
Alan Isaac, Facilities Manager

Motion by Trustee Padia and seconded by Trustee March to approve Resolution 25-R-14 Approval of CMGC contract for the Public Works Facility.
Upon roll call vote motion Passed 5 to 0.

L. Resolution 25-R-15 Adoption of Frederick Recreation Area Master Plan -
Colby Johnson, Parks and Open Space Director

Motion by Trustee Lamach and seconded by Trustee March to approve Resolution 25-R-15 Adoption of Frederick Recreation Area Master Plan.
Upon roll call vote motion Passed 5 to 0.

M. Resolution 25-R-05 Trash & Recycling Contract -
Kent VanDyne, Public Works Director

Motion by Trustee Padia and seconded by Trustee March to approve Resolution 25-R-05 Trash & Recycling Contract.
Upon roll call vote motion Passed 5 to 0.

Mayor and Trustee Reports

There were no Mayor or Trustee reports tonight.

Executive Session

At 8:28 PM, motion by Trustee Brown and seconded by Trustee Padia to go into Executive Session.
Upon roll call vote, motion passed unanimously.

N. Executive Session for negotiations regarding Prosperity MOAPI

At 9:08 PM the Executive Session ended and Mayor Pro Tem Brown reconvened the regular meeting.

Action Agenda

O. Resolution 25-R-06 for First Amendment to Prosperity MOAPI to incorporate the Town's new water demand analysis and to account for changing construction costs regarding the Town's contribution -
Christine Francescani, Deputy Town Attorney
Sarah Watson, Engineer

Motion by Trustee Mahan and seconded by Trustee Lamach to approve Resolution 25-R-06 for First Amendment to Prosperity MOAPI to incorporate the Town's new water demand analysis and to account for changing construction costs regarding the Town's contribution.
Upon roll call vote motion Passed 5 to 0.

Adjournment

There being no further business of the Board, Mayor Pro Tem Brown adjourned the meeting at 9:17 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk

Built On What Matters

TOWN OF FREDERICK
Board of Trustees
Staff Report

Resolution 25-R-19 CBT Purchase Contract and Budget Amendment

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Agenda Date: Board of Trustees February 11, 2025

Attachments:
1. Resolution 25-R-19 CBT Purchase and Budget Amendment
2. PSA 40 units PVIC

Reviewed By: Tricia David, Town Clerk

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:

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

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

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

Summary Statement:

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

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff has been in contact with Eric McCarty with Front Range Land & Water Consulting, LLC about the purchase of 40 units of Colorado-Big Thompson water from Rodnick E. Ulrich and Elsie J. Ulrich. The Plan recommends purchasing C-BT water when it is available to the Town as the cost of C-BT units are projected to continue to increase. The proposed 2025 Budget included funds for the purchase of C-BT water. These 40 units are intended to be used for economic incentives which will work towards the Town's Strategic Plan: Strategic, Reliable & Sustainable Infrastructure goal. The Town will then have met the 2025 goal of purchasing at least 30 CBT units.

This contract is conditional on the approval of the appropriation of funds for the purchase. If the 2025 Capital Budget does not include appropriations for this purchase the contract will not be executed. The seller is requesting approval of the PVIC for the sale of the 40 units. That approval is expected in late February. If that approval is not granted the contract will be void.

The units are being offered at $61,000 per unit for a total of $2,440,000. This cost is $340,000 over the current 2025 CBT purchase budget of $2,100,000. Given the number of units being offered and the cost being offered per unit staff recommends pursuing a budget amendment to purchase the units. This increase in the budget for CBT purchases will not have a significant negative impact on the unappropriated Water Fund Balance.

Legal Comments:

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

Alternatives/Options

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

Financial Considerations

The proposed 2025 budget includes funds for the purchase of C-BT units and the Water Fund has adequate funds to increase the 2025 Budget to $2,440,000 to purchase this block of 40 units in 2025.

Staff Recommendation

Staff recommends the approval of Resolution 25-R-19 for the purchase of 40 unit of C-BT from Rodnick E. Ulrich and Elsie J. Ulrich.

Community Impact

With the purchase of additional CBT units to meet existing obligations and to incentivize new commercial development, the Town will be able to incentivize the types of business that are needed in the community.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-19

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AUTHORIZING THE PURCHASE OF 40 UNITS OF CBT AND AMENDING THE ADOPTED 2025 BUDGET FOR THE TOWN OF FREDERICK AND MAKING SUPPLEMENTAL APPROPRIATIONS OF MONEY TO PROVIDE FOR THESE ADDITIONAL EXPENDITURES

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

WHEREAS, the Board of Trustees of the Town of Frederick has received an offer for the sale of 40 units of CBT water; and

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

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

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

WHEREAS, in the 2025 Budget, the Town Board of Trustees authorized the appropriation and expenditures of funds from the water fund; and

WHEREAS, the funds budgeted are insufficient to pay the total cost of purchase and said additional expenses could not be anticipated by the Board of Trustees at the time of the adoption of the 2025 Budget; and

WHEREAS, pursuant to CRS §29-1-109(2) the Town of Frederick is authorized by law to provide for changes to the budget and appropriations to the various funds during the budget year through amendments to the budget and supplemental appropriations adopted by resolution or ordinance setting forth in full the source and amount of such revenues, the purpose for which such revenues are being budgeted and appropriated, and the fund or spending agency which shall make such supplemental expenditures

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

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

a. Rodnick E. Ulrich and Elsie J. Ulrich; forty units of CBT water at $61,000 per unit for a total of $2,440,000.

Section 2. The 2025 Budget for the Town of Frederick is hereby amended to provide an increase of $340,000 in the budgeted expenditures and appropriation from the water fund.

Section 3. **Effective Date.** This resolution shall be 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 11TH DAY OF FEBRUARY, 2025.

ATTEST:	**TOWN OF FREDERICK**
By: ______________________________	By: ______________________________
Tricia David, Town Clerk	Tracie Crites, Mayor

<u>AGREEMENT FOR SALE AND PURCHASE OF UNITS OF COLORADO-BIG THOMPSON PROJECT</u>

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project ("Agreement") is made and entered into this_______ day of _______________, 2025, by and between Rodnick E. Ulrich and Elsie J. Ulrich ("Seller"), and the Town of Frederick, a Colorado municipal corporation ("Town") (each a "Party" and together the "Parties").

<u>Recitals</u>

A. The Colorado-Big Thompson Project ("C-BT") is administered by the Northern Colorado Water Conservancy District ("NCWCD").

B. Seller is the beneficial owner of **<u>40</u>** C-BT units, which are associated with Seller's ownership of the capital stock in the Platte Valley Irrigation Company ("PVIC') with such legal ownership by PVIC shown on the books of NCWCD ("Seller's C-BT Units").

C. NCWCD allocates water to Seller's C-BT Units under a Class D Allotment Contract ("Allotment Contract").

D. Seller wishes to sell, convey, and assign to the Town, and the Town wishes to acquire, Seller's C-BT Units on the terms and conditions given in this Agreement.

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

1. <u>Purchase Price</u>. The purchase price for Seller's C-BT Units is **$61,000** per unit, for a total of **$2,440,000** ("Purchase Price").

    1.1 The Parties agree that Stewart Title Company, 12110 N. Pecos St., Suite 150, Westminster, CO, 80234, will act as the escrow agent for this transaction ("Escrow Agent"), according to the Escrow Agreement and Instructions attached as **Exhibit A.**

    1.2 No earnest money is required for this transaction.

    1.3 The Town shall deposit the Purchase Price with the Escrow Agent on or before five (5) days prior to the regularly scheduled NCWCD board ("NCWCD Board") meeting at which this transfer is to be considered and acted upon by the NCWCD Board. As the Parties intend that the transfer of the Seller's C-BT Units to the Town be considered and acted upon at the regularly scheduled NCWCD Board meeting on April 10, 2025, the deposit of the Purchase Price will be required on or before April 3, 2025.

1.4 If all pre-conditions to closing have been met, then on or before the Closing Date, the Town also shall deposit with the Escrow Agent the estimated NCWCD Fee and Assessment Credit, as that term is defined in paragraph 4 below, in certified Funds or cash.

1.5 The Purchase Price, estimated NCWCD Fee and Assessment Credit, and estimated Town's Broker's Fee deposited with the Escrow Agent are the "Escrowed Funds."

1.6 Seller shall pay all escrow and closing fees invoiced by the Escrow Agent, with such fees to be debited to Seller in the closing statement and paid to the Escrow Agent out of the Escrowed Funds.

1.7 Any fee or commission due to a broker engaged by the Seller ("Seller Broker's Fee") will be debited to Seller in the closing statement and paid out of the Escrowed Funds.

1.8 The Town Broker's Fee, if any, will be debited to Town in the closing statement and paid out of the Escrowed Funds.

2. <u>Pre-conditions to closing</u>.

<u>The Seller's C-BT Units are presently represented by an Allotment Contract held by PVIC. As a condition precedent to the sale of the Seller's C-BT Units to the Town, Seller must secure all necessary approvals from PVIC to release the Seller's C-BT units from the Allotment Contract. If Seller cannot satisfy this condition precedent by February 28, 2025</u> Seller will provide written notification to the Town that the condition precedent is not and this Agreement will have no further force and effect.

The Town's obligation to pay the Purchase Price and close on the transaction is also expressly conditioned on each of the following:

2.1 Deleted.

2.2 If Seller's C-BT Units are used for irrigation of land or are tied to designated land in the records of NCWCD, Seller must have delivered to the Town, <u>no earlier than 21 days and no later than 7 days before the Closing Date</u>, a satisfactory ownership and encumbrance report for all such land ("O&E Report").

2.3 As documented by the O&E Report, the records of NCWCD, and other records pertaining to ownership of Seller's C-BT Units, title to Seller's C-BT Units must be free and clear of all liens, encumbrances, assessments, and security interests.

2.4 Seller must have completed all requirements of NCWCD for transfer of Seller's C-BT Units to the Town, and the NCWCD Board must have formally approved the transfer in writing. Seller shall arrange for the completion and execution of an application for change of allotment for the Seller's C-BT Units and related documents, for submission to NCWCD for the approval of the transfer of the Seller's C-BT Units to the Town. If NCWCD denies the application, Seller shall in good faith seek to remedy any deficiencies and request approval at the next meeting of the Board of Directors of NCWCD. However, if despite Seller's good faith efforts, the contingency is not satisfied as of April 30, 2025, this contingency shall be deemed unfulfilled and this Agreement shall terminate and be of no further forcer or effect, the Parties shall be released from further obligations under this Agreement, and the Escrow Agent shall be authorized to return to the Town all funds in escrow.

2.5 Seller or PVIC must have paid, directly to NCWCD, the transfer fee imposed by NCWCD for transfer of Seller's C-BT Units to the Town.

2.6 The Town's Board of Trustees must have approved the Town's acquisition of Seller's C-BT Units, including by virtue of directing the Mayor or Town administrators or staff to complete the acquisition.

3. <u>Seller's warranties</u>.

3.1 Deleted.

3.2 Seller warrants that there are, or that by the Closing Date there will be, no outstanding liens, mortgages, or other encumbrances on title to Seller's C-BT Units.

3.3 Seller warrants that no NCWCD fees or assessments are, or that by the Closing Date no NCWCD fees or assessments will be, outstanding or due and owing on Seller's C-BT Units.

3.4 Deleted.

3.5 Seller warrants that it has not entered into any agreement with a third party with respect to Seller's C-BT Units that may result in liability or expense to the Town based on the Town's acquisition of all or any portion of Seller's C-BT Units.

3.6 Deleted.

3.7 Deleted.

4. NCWCD assessments. On the Closing Date, the NCWCD fees and assessments documented to have been paid on Seller's C-BT Units for the then-current water year will be pro-rated between the portion of the water year ending on the Closing Date and the portion of the water year remaining as of that date. The NCWCD fees and assessments for the portion of the water year remaining on the Closing Date ("NCWCD Fee and Assessment Credit") will be credited to Seller in the closing statement and paid to Seller out of the Escrowed Funds.

5. Use of water allocated to Seller's C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller's C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town's temporary use of the water allocated to Seller's C-BT Units.

6. NCWCD requirements.

6.1 The Parties shall promptly execute and deliver to NCWCD all required applications and other documentation required by NCWCD for transfer of Seller's C-BT Units to the Town, including without limitation an Application for a Temporary Use Permit, an Affidavit Regarding Base Water Supply, a completed Application for Change of Class D Allotment Contract, and any other documents required by NCWCD. The Parties shall work cooperatively to meet all deadlines for submittal of such materials for the NCWCD Board's consideration and approval at its next regular meeting.

6.2 Seller shall pay, directly to NCWCD, the transfer fee of $500 imposed by NCWCD for transfer of Seller's C-BT Units to the Town.

7. Section 1031 exchange. Seller may elect to structure this transaction as an exchange under Section 1031 of the Internal Revenue Code ("1031 Exchange"). In such event, Seller shall give written notice to the Town as provided in paragraph 9 below. The Parties shall confer to determine if a reasonable extension of the Closing Date is necessary for Seller to complete the 1031 Exchange. Any expenses related to a 1031 Exchange will be Seller's sole responsibility, but the Town will cooperate with the Seller in implementing the 1031 Exchange.

8. Closing. The Parties will consummate the transaction at a closing to take place electronically within 5 business days of the date on which all pre-conditions to closing, as described in paragraph 2 above, have been successfully completed.

8.1 Closing Date. The actual date of the closing, which must take place on or before May 1st 2025, is the "Closing Date."

8.2 Performance of closing. On the Closing Date, the Escrow Agent shall perform as described in the Escrow Agreement and Instructions attached as **Exhibit A**, including without limitation by distributing the total amount due to seller (Purchase Price + final NCWCD Fee and Assessment Credit – escrow and closing fees – any Seller Broker's Fee) by wire transfer or in other immediately available funds; by distributing payment of the broker commission described in paragraph 1.5 above directly by check or wire transfer; and by delivering to the Parties, by FedEx, UPS, or other delivery service with tracking, any final instruments or other documents memorializing the transaction.

8.3 Deleted.

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

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

TO SELLER:
Rodnick & Elise Ulrich
19217 County Road 44
LaSalle, Colorado 80645
E-mail: ulrcattle@aol.com

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

With copies by email only to the following:
Sarah Watson, Civil Engineer, Town of Frederick
swatson@frederickco.gov

Jason Meyers, Town Attorney
jmeyers@frederickco.gov

Jennifer DiLalla, Special Water Counsel
jdilalla@mwhw.com

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

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

10. Default and remedies. In the event of default, the non-defaulting Party shall notify the defaulting Party in writing of such default, documenting the nature thereof. If such default is not cured within fourteen days, the non-defaulting Party will be entitled to all remedies available at law and in equity, including without limitation the remedy of specific performance and the remedy of damages.

11. Successors and assigns. This Agreement benefits and burdens the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder except with the prior written consent of the other Party.

12. Amendment or modification. This Agreement may be modified only by a signed writing executed by the Parties with the same formality as was this Agreement.

13. Time of the essence. Time is of the essence under this Agreement.

14. Attorney fees and other litigation costs. If either party initiates a court proceeding to enforce any provision of this Agreement, including without limitation an action for specific performance or for damages, the non-prevailing Party shall pay the prevailing Party's costs and fees for the proceeding, including reasonable attorney fees and reasonable expert witness fees.

15. Venue. The sole venue for any action to enforce this Agreement will the District Court for Weld County, Colorado.

16. No continuing waiver of default. A party's waiver of any instance of default under this Agreement will not constitute a continuing waiver of any subsequent default concerning either the same or any other provision hereof.

17. No waiver of governmental immunity. Nothing in this Agreement constitutes or is to be deemed or construed as constituting a waiver of any privilege or immunity available to the Town under the statutes and constitution of the State of Colorado, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -119, as it may be amended.

18. Headings for convenience only. Paragraph headings and titles in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any term of this Agreement.

19. Non-severability. Each paragraph and sub-paragraph of this Agreement is intertwined with the others and is not severable unless by mutual written consent of the Parties.

20. Entire agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior oral or written agreements pertaining to that subject matter have been merged or integrated into this Agreement.

21. Authority to execute Agreement. Each Party represents and warrants that the individual(s) executing this Agreement on that Party's behalf is authorized to do so and to bind such Party to the Agreement's terms. Each Party further represents and warrants that it is legally entitled to enter into this Agreement and to consummate the transaction described herein.

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

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

SELLER:

By: ______________________
Rodnick E. Ulrich

By: ______________________
Elise J. Ulrich

STATE OF COLORADO)
ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 24 day of Jan, 2025, by Rodnick and Elise J Ulrich

Witness my hand and official seal.

My commission expires JULY 26, 2027.

COURTNEY BAIR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154022705
MY COMMISSION EXPIRES JULY 26, 2027

____
Notary Public

Signatures continue on next page.

PURCHASER: Town of Frederick, a Colorado municipal corporation

By: ___________________________________
Tracie Crites, Mayor

ATTEST:

By: ___________________________________
Tricia David, Town Clerk

STATE OF COLORADO)
ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of __________, 2023, by Tracie Crites, Mayor of the Town of Frederick, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires ___________________________

____
Notary Public

TOWN OF FREDERICK
Board of Trustees
Staff Report

Built On What Matters

Resolution 25-R-18 Grant Administrator's Report

Agenda Date: Board of Trustees February 11, 2025

Attachments: 1. Resolution

Reviewed By: Tricia David, Town Clerk

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:

FISCALLY RESPONSIBLE GOVERNANCE– The Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship for those who live in Frederick and those who will seek out Frederick in the future.
6.1 Create and implement a long-term financial model for the Town taking into account exist needs as well as planning for the future needs of the community.
6.2 Demonstrate excellence in public stewardship through updating critical policies (i.e. personnel, procurement and financial policies) including developing a schedule for providing routine, timely updates to keep current with changing laws, trends and practices.

The grant activities outlined in the annual report and the first-quarter submissions directly support several key strategic priorities for the Town. The 2024 Annual Report demonstrates how grant funding has contributed to a safer community, a more robust and sustainable infrastructure, and fiscally responsible governance. The 2025 first-quarter grant submissions will further bolster infrastructure development while also enhancing the overall well-being and economic vitality of the community.

Summary Statement:

This report summarizes the Grant Administrator's 2024 activities, including twelve active grants, two nearing completion, and seven awards totaling $813,972. The 2025 focus includes funding for downtown revitalization, continued police department support, and infrastructure improvements. Key first-quarter submissions include a $1,000,000 DOLA grant for stormwater infrastructure and a $250,000 CDOT grant for downtown sidewalk improvements, both with local matches.

Detail of Issue/Request:

The following report will focus on the Grant Administrator’s 2024 Annual Report, 2025 Funding Strategic Plan, and grant submissions for the 1st quarter of 2025. For the annual report, grants in progress supported several community initiatives, including the increased opioid identification for the protection of Frederick officers and the protections of the Frederick community, increased safety services for victims of crime, increased community collaboration with the Frederick Police Department, access to safer roads, community education for water resiliency, strengthening community partnerships, and the strengthening of infrastructure for safer roads. There are twelve (12) grants in progress, two (2) grants in the closeout, and ten (10) grants were submitted with an award of seven (7) grants in the amount of $813.972 for 2024. In 2025, the grant office will focus on developing funds to support the Town’s downtown revitalization, the continuation of support for the Police Department Initiatives, and infrastructure initiatives for all departments.

To support the strategic plan during the 1st quarter, the office will submit the following applications for the Economic Development Office. The Economic Development Department submitted a preliminary proposal to the Department of Local Affairs for the installation of stormwater infrastructure. The scope of this project involves onsite demolition of existing infrastructure as well as installation of new infrastructure. Associated earthwork, erosion control, and roadway improvements are also anticipated. The grant submission is $1,000,000.00 with a 50% local match; the match stems from a MOU from local developers to pay for the fees.

In addition to DOLA grant submission, the Economic Development Office will submit applications for the CDOT Main Street Revitalization Grant. The submission will support sidewalk infrastructure for the Frederick Downtown main street and for the surrounding neighborhoods. The amount of submission will be $250,000 with a 10% match.

Legal Comments:

N/A

Alternatives/Options

- Approval of Resolution
- Approval of Resolution with Conditions
- No Action

Financial Considerations

Both grant submissions from the Economic Development Department require a local match. If the approvals are not given for the local matches, grant submissions will not be submitted.

Staff Recommendation

Approval of Resolution 25-R-18

Community Impact

The grant annual report and grant submission showcase the dedication and hard work of staff and community members in achieving the Town's strategic initiatives.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-18

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, APPROVING 1st QUARTER 2025 GRANT SUBMISSIONS

WHEREAS, the Town of Frederick is a community that fosters economic, recreational, cultural, and environmental vitality, and builds upon and enhances a variety of economic opportunities; and,

WHEREAS, the Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship, which includes seeking grant opportunities to assist in the funding of various Town projects and initiatives; and,

WHEREAS, the Town of Frederick Grant Administrator's Office for the 1st Quarter of 2025 submitted various grant applications on behalf of the Frederick Economic Development Department; and,

WHEREAS, the submissions include grants for improvement of stormwater infrastructure and improvement of the Frederick Downtown sidewalks; and,

WHEREAS, the Frederick Grant Administrator's office recommends signing authority for Mayor Crites to approve the 1st Quarter 2025 grant awards if awarded.

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

Section 1. **Applications.** The following grant applications are pending:

- Department Local Affairs Energy and Mineral Impact Assistance Fund, $1,000,000.00, with a 50% match from a MOU with the Developer. This includes the Town entering into a Memorandum of Agreement with the affected landowner/developer whereby they are providing funding to the Town initially for this project.

- Colorado Department of Transportation Main Street Revitalization, $250,000; 10% Local Match.

Total Grant Submissions: $1,250,000.00

Section 2. **Execution.** The Mayor is hereby authorized to execute necessary documents and agreements to effectuate 1st Quarter 2025 Grant Awards, if funded, after review by the Town Attorney as applicable.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS _____ DAY OF _____________, 2025.

ATTEST:	**TOWN OF FREDERICK**
By ____________________________________	By ____________________________________
Tricia David, Town Clerk	Tracie Crites, Mayor