



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, November 14, 2023

7:00 PM

Livestreaming of the Board of Trustees regular meetings have been transitioned to the Town of Frederick website. Work Sessions are not livestreamed. The livestream for the regular meeting can be accessed at www.frederickco.gov/civicmedia

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

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

Or

Emily Nitcher, Assistant Town Clerk
enitcher@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, November 14, 2023

6:30 P.M.

Work Session

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

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

Staff Reports:

A. Administrative Report – Bryan Ostler, Town Manager

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.

B. 2024 Proposed Budget – Kurtis Adams, Finance Director

C. Ordinance No. 1390 an Ordinance amending portions of Chapter 18 Building regulations of the Frederick Municipal Code. – Chuck Sandifer, Chief Building Official

Built on What Matters.

- D. Ordinance No. 1391 an Ordinance amending chapter 18, Article III of the Frederick Municipal Code Regarding Building Regulations by adoption of the 2021 Edition of the International Fire Code with local amendment and providing a penalty. Chuck Sandifer, Chief Building Official
- E. Resolution 23-R-47 a resolution to change the Town Clerk reporting structure to the Town Manager – Bryan Ostler, Town Manager
- F. Resolution 23-R-48 a resolution authorizing the purchase of 40 units of C-BT Water from Kenjo Legacy, LLC and A.W. Kechter, LLC.– Sarah Watson, Civil Engineer

Action Agenda:

- G. Resolution 23-R-49 a resolution to award a contract for Facilities Master Plan and authorizing the Town Manager to execute the contract. – Alan Issac, Facilities Manager
- H. Consideration of the Lot 1, Block 8, Frederick West Business Center Replat F Waiver Request– Audem Gonzales, Senior Planner
- I. ROW Vacation pertaining to the Final Plat for Silverstone Marketplace– Eli Betz, Civil Engineer

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 oil and gas.

Mayor and Trustee Reports:

Adjournment:



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: November 1, 2023

CC: Town Staff
Local Media

RE: Organizational Report

Upcoming Board of Trustees Work Sessions:

If there are topics the Board would like to schedule for discussion, please submit them to me. The following topics are scheduled for upcoming meetings, though the topics are subject to be changed or rescheduled:

- November 7, 2023 – Study Session Canceled (Election Night)
 - November 14, 2023 – Regular Meeting
 - November 21, 2023 – Study Session Canceled (Thanksgiving Week)
 - November 28, 2023 – Regular Meeting
 - December 2, 2023 – Festival of Lights
 - December 5, 2023 – Study Session Evaluations (Town Manager)
 - December 12, 2023 – Regular Meeting
 - December 19, 2023 – Canceled
 - December 26, 2023 – Canceled
-



Effective, Efficient & Strategic Government Operations

- The Parks, Open Space and Trails (POST) Commission held their regular meeting on October 11th and discussed the Community Parks Master Plan and Commission Bylaws.
 - Commissioners expressed concerns with initial concepts for the Frederick Recreation Area, specifically with amenities proposed and their conflict with existing nearby residential areas. Staff are aware of those concerns and will work to incorporate larger

Built on What Matters.

buffers to neighboring areas; however, oil & gas development and wetlands limit our options for placement of certain amenities. An additional final concept will be released for public comment in late November or early December for FRA.

- The Commission approved their Bylaws unanimously, after some minor revisions.
- Public Works personnel have been working on completing and continuing their education and safety trainings.
 - Public Works staff recently trained with Frederick Firestone Fire Protection on trench safety, as well as rescue and recovery procedures.
 - Alan Isaac and Derrick Schmidt attended the National Facilities Management Technology Conference and Expo in Orlando last week to further their abilities to assist all the facilities maintained in Town.
 - Isiah Fernandez is continuing water classes and preparing for his certification in Backflow Maintenance.
- Communications projects and training in progress:
 - Election: November 7th Comms Plan.
 - Certificate in Public Engagement from Pepperdine University.
 - Participation in Core Services interviews, assistance in provision of requested data.
 - Participation in Compensation Study, completion of questionnaires for all positions within Communications & Engagement.
- The Clerk's Office has responded to 26 Requests for Public Records since the August 22, 2023 Board Meeting. One request was denied and referred to the Frederick Firestone Fire Protection district due to the content requested, the rest were completed and closed except one that is still being processed due to the extensive documentation involved.

Requestor	Public Records Request
Braden Mineer	August Building Permits
Thomas Davis	Building Records & Zoning Information for 6125 Main Street
Nicole Bailey	Any records of environmental concern with planning department or fire department for vacant land at 4801 Salazar Lane, Frederick, CO 80504, parcel number 131314308008. Referred the Fire Piece to the Frederick Firestone Fire Protection District.
Travis Whalen	I'm performing a Phase I Environmental Site Assessment for the following property in Frederick and need associated records (if any) pertaining to HAZMAT, AST/UST, spills, or any other release of hazardous materials to the environment. The site is northwest of Highway 52 and Colorado Boulevard at 5351 Highway 52. It corresponds with a portion of Weld County Assessor's parcel number 131336401035.
Doug Sharp	E-mail communications between Mayor Crites and Drew Peterson (Mayor of Firestone) between August 1 and September 15, 2023.
Bethany Cooner	Can you please send me the MOAPI for Hauck Preserve at Idaho Creek.
Maria Cofano	Please provide a Zoning Verification Letter, copies of any open/unresolved Zoning and Building code violations on file, copies of Variances, Special/Conditional use permits, Certificate of Occupancy and a final approved site plan for property located at Spindle Hill Gas Turbine Plant;

	6335 County Road 19, Account: R4475406 Parcel 131133417002 and Account: R4474906 Parcel: 131133417006 . Please research date of construction to present. Please do not exceed \$50.00 in fees without prior approval. Thanks (PZR Ref#168502-1)
Claire Gallagher	Ramboll is requesting records on file with Boulder County with respect to the following property location: 8475 I-25 Frontage Road, Longmont, Colorado, 80504
Cassidy Yard	Referred to the police department – Criminal Justice Request
Greg Harris	5721 Iris Parkway, Frederick, CO 80504 - building permits, site sketch, fire records, septic tank records
Kylee Tonkin	Please send current building permits showing use tax paid for the following addresses: 7331 E Big Thompson Cir 7403 E Big Thompson Cir 7407 E Big Thompson Cir 7411 E Big Thompson Cir 7414 E Big Thompson Cir 7415 E Big Thompson Cir 7418 E Big Thompson Cir
Jason Moore	Final inspections and building permits for 3390 Homestead Drive, Frederick, CO. 80504
Braden Mineer	All September building permits.
Kylee Tonkin	I would like a copy of the inspection and permit records related to the construction of my house at 2298 Apple St. The house was constructed during 2021, permit number 2021-76.
Greg Moss	Any and all site plans, surveys, setback certs, drainage or grading plans for 3350 Mourning Dove Ct.
Benjamin Hockey	I would like a copy of the inspection and permit records related to the construction of my house at 2298 Apple St. The house was constructed during 2021, permit number 2021-76.
Steven Bass	I am looking for existing drawings for 225 Oak Street, Frederick, CO This building is a commercial building built in 1975, but I do not know if there are any more current drawings. There is an existing laundromat tenant in this building currently and an empty tenant space. Thank you for your assistance.
Angelo Vernetta	Hello, My clients are purchasing this property and wondering if you have Architectural plans that you can send, and any permits pulled for the property post-build
Janice DeLuzio -	Plot Plan for 5432 Lynx St showing drainage and slope of lot. Purpose of the document is to allow me to create a walk out from the basement on the southwest side of my property. Legal description is Subdivision FOX RUN SUB Lot 2 Block 5 FREDERICK
Ryan Solano	I would like to finish my basement and was wondering if you have information on the builder, the model of my home and if the builder had

	any basement plans for the model of my home. My home is half a basement, approximately 1000 square foot.
Scott Franz	Copy of stop work notice posted at 502 Walnut Street on April 5, 2023. Any copies of recent (taking place in last 12 months) building inspection reports of 502 Walnut Street related to the stop work notice.
Joan Peete	I work for a developer and he is tracking all new builds for Single Family Detached Homes. Please send me the Permit Report for Single Family Detached Dwellings for 3rd Quarter 7.1.23 thru September 30, 2023.
Shannon Castagno	Referred to the Frederick/ Firestone Fire District
Shannon Castagno	#2 Site: 7440 East I-25 Frontage Road, Fredrick, CO 80516 ESS requests the following information concerning the subject address which the fire department may have on file: 1. utilization, manufacture, storage, or discharge of hazardous materials/waste. 2. previous or on-going site investigations/remediations pertaining to hazardous materials/waste. 3. hazardous materials disclosures concerning the site. 4. information regarding underground storage tank present or previously found at the site. 5. information regarding applications and permits for industrial waste discharge. 6. copies of any and all violations concerning industrial waste discharge.

- Frederick Municipal Court
 - Tyler Court Software
 - Assistant Town Clerk Emily Nitcher has been working with Tyler Technologies to facilitate training and implementation of the new Court Software. Assistant Town Clerk Melissa Mijares and Assistant Town Clerk Emily Nitcher were joined by Town Attorney Jason Meyers and Paralegal Teena Estrada for a virtual 3-day Tyler Court System Training.
 - The final Data pull from the old software was completed on the 25th of October, and the final review and approval of the data was approved on Monday October 30th by Assistant Town Clerk Emily Nitcher.
 - October 25th was the last day that the Caselle court software will be used.
 - Thursday October 26th, to Tuesday October 31st Clerk Staff were unable to accept court payments while the new system was prepared to be launched, as of October 31, 2023, Clerk staff is able to receipt cash, check and card payments for court.
 - Go Live for the Tyler Court Software occurred on the 30th of October. Tyler will provide daily assistance to the clerk staff until the 3rd of November.
 - After the week of the 30th the new court Software will be active and will be used for the first time on the November 9th Court Date.
 - The electronic DMV reporting and the online payment portion of Tyler are still being worked on and are not active.

- On Friday November 3rd the Town will transfer from Implementation support from Tyler Technologies to Transitional Court Support from Tyler Technologies.

- September and October Numbers:

September Court Numbers										
Early Pay	Traffic	Criminal	Animal	Zoom	Review	Restitution	Pre-Trial	Trial	Total Appearances	Total
76	42	14	2	2	10	0	0	1	71	147

October Court Numbers										
Early Pay	Traffic	Criminal	Animal	Zoom	Review	Restitution	Pre-Trial	Trial	Total Appearances	Total
21	26	3	1	4	32	0	0		66	87

- Liquor Licensing:

Name	Expiration Date	Status
7 - Eleven Store 35269B	3/21/2024	Approved
7 - Eleven Store 38638A	12/25/2024	Approved
Back 9 at Bella Rosa	9/3/2024	Approved
Circle K Store 2706787	11/12/2024	Approved
Frederick Liquor and Store	2/21/2024	Approved
Frederick Travel Center	6/30/2024	Approved
Georgia Boys Smokehouse	1/23/2024	Approved
Glacier Liquors	9/4/2024	Approved
Mirror Image Brewing Company	11/3/2024	Approved
Mountain Cowboy Brewing Company	11/5/2023	Late
Peel Pizzeria	11/2/2024	Approved
Pete's Place	3/9/2024	Approved
Rock Solid	10/18/2024	Approved
WTF! / Rumbo 52	6/5/2024	Transfer in Progress
Gabe's Café LLC	9/27/2024	Approved

- No current enforcement issues.



Community and Economic Vitality

- Communications & Engagement staff attended the Aqua Hot ribbon cutting ceremony and prepared a PR News Release.
- Bella Rosa staff hosted the annual Santa Cops Fundraising Tournament in partnership with the Frederick, Firestone, and Dacono Police Departments on October 7th with 76 participants.

- Each police department in Carbon Valley had staff to volunteer with registration, raffle ticket sales, mulligan sales, and various hole contests.
- Bella Rosa staff will present the checks at Firestone, Frederick, and Dacono board meetings.
- Bella Rosa staff hosted the Closing Day Scramble on October 21st. There were nearly 70 participants, due to the record temperatures set that day.
- The following is a list of all active development applications under review by the Town's Planning Division, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies.

<i>Project Name (Date of Application)</i>	<i>Subdivision</i>	<i>General Location</i>	<i>Brief Description</i>
Bear Industrial Park Replat 3 Block 1 Lot 8 (2/21/2023)	Bear Industrial Park	4210 Bruin Street	Proposed building for excavation company with outdoor storage
Brunemeier Annexation- Wheatlands (4/4/2022)	N/A	Southwest corner of County Road 16 and County Road 17	Proposed single family attached and detached homes.
Carriage Hills Filing 1 Repat A (3/6/2023)	Carriage Hills	North of Hwy 52 and West of Fredrick Way	Review of design for 11th Street
Dreamers Ridge Phase I Replat A (7/3/2023)	Dreamers Ridge Phase I	West of CR 5 and Goddling Hollow Intersection	Replat with CR 5 Right of Way Dedication to create buildable residential lot
Brigits Village	Evezich Amendment 2 L3A	131 Aspen Drive	Proposed apartment building with 40 affordable units
St Vrain Sanitation District Administration/Maintenance Facility	Eagle Business Park Filing 5	4609 and 4701 Falcon Pl	Office building and vehicle storage behind proposed building
Transwest Truck Trailer RV Waiver Request	Frederick West Business Center	4160 Commerce Drive	Request to relocate 4.056 acres of RV Storage to 4160 Commerce Dr to expand business operations
Indian Peaks Flg 12 Lot 1 (7/17/2023)	Indian Peaks Business Park	8123 Indian Peaks Avenue	Proposal to underground existing detention pond
Columbine Heights	Johnson Farms/Spindle Hill Energy	Northeast parcel at Highway 52 and Wheatland Boulevard	Proposed residential subdivision with approximately 465 single family detached lots as well as land dedicated for Elementary School
Meadowlark Business Park Replat A Block 1 Lot 2	Meadowlark Business Park	5978 Iris Parkway	Proposal for phased development, Phase 1 being a 20,250 sf industrial building -- Full buildout will include a 40,000 sf building

Meadowlark Business Park Filing 3 Replat C Block 1 Lot 2	Meadowlark Business Park	5520 Iris Parkway	Proposed 20,640 sf light industrial building with outdoor storage yard
Meadowlark Business Park Filing 3 Block 1 Lots 4-6 (3/20/2023)	Meadowlark Business Park	5571 Iris Parkway	Remove joining lot lines and site plan proposal for core and shell building with outdoor storage.
Miner Park Town Center (4/3/2023)	Miners Park Town Centre	Northeast corner of Hwy 52 and Colorado Blvd	Propose to vacate and realign existing right of way, rezone property
Nelson Farms	Nelson Farm	Southwest corner of Silver Birch Boulevard and Tipple Parkway	Proposed residential development on 236 acres
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	Proposed Development of 581 residential homes.
Silverstone Marketplace (3/6/2023)	Silverstone	Northwest corner of Colorado Blvd and Highway 52	Proposed development of 34 acres into commercial, including a grocery store and smaller commercial/retail sites
Wyndham Hill Filing 10 Final Plat/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.



Dynamic, Inclusive & Connected Community

- Monthly Newsletter: electronic and mailer
- Weekly Flash: features four articles weekly
- Create Campaign tracking process for metrics
- Town Event Preparation
 - Recruitment and Sponsors as of 10/24/2023
 - Sponsor commitments totaling \$ 80,300
 - 121 market vendor applications
 - 4 entries for Festival of Lights Parade
 - Tiny Terror Town on Sat., Oct. 21.
 - 24 Big Beast Bazaar pet costume contest
 - 19 candy stations/trunks
 - 22 market vendors
 - 272 walked through the haunted house
 - Coordination with the Carbon Valley Help Center, Frederick High School, and Rocky Mountain Christian Church for annual Thanksgiving Dinner in a Box program
 - Volunteer recruitment, Landfill Voucher Program
 - 585 vouchers
 - Refresh Day on Saturday, October 14

- 13 volunteers, 3 BOT, 7 staff
- Community Partnerships
 - Town Calendar prep, voting, design
 - Attend FHS Education Foundation meeting, October 12
- Website Updates
 - Begin website redesign
 - New webpage – Celebrate Frederick
 - New webpage & meetings for Facility Master Planning
 - Ballot Question 2C information links throughout website
 - Met with Building Department for webpage planning
 - Website update – Oil and Gas hearing
- Town App
 - Monthly and Quarterly Analytics Report
 - Total downloads as of October 31 – 836 devices
 - Total number of issues resolved as of October 31 – 301
- Interdepartmental Collaboration
 - Departmental project support
 - Ride-along for Alley to curbside planning with Code Enforcement and Waste Connections
 - Ride-along with Public Works for Clean-up Days
 - Snow and Ice Comms Plan
 - Continue work/training on Strategic Plan dashboard
 - Community Parks Master Comms Plan
 - Top 10 Accomplishments in 2023 planning
 - Collaboration to update HOA contacts
 - Host a PW and Parks “Thank you desserts” for their support during event season.
- Communications staff attendance at Board meetings to ensure Town communications align with Board’s vision and work in progress.
 - Closed captioning on Board meeting recordings.
 - Coordinate media, including Denver Post and Colorado Sun, for Mayor comments on Oil & Gas hearing.



Strategic, Reliable and Sustainable Infrastructure

- Please welcome Matthew Liebing as the new Fleet Manager for Public Works! Matt worked previously as the Fleet Manager for Lafayette; he has an abundance of experience in this field and will be a huge addition to our FRED family.
- Fleet and Streets staff have been working tirelessly to prepare equipment and plow trucks for the winter storm months ahead, and radios have been installed in the trucks for easier and more effective communication during a snow event.
- Parks staff is launching the Cartegraph module for Parks and Recreation in late October.

- Parks and Recreation is working with Evergreen Development and Galloway Engineering on designs and construction plans for new median work relating to the existing Colorado Boulevard landscaping and new King Soopers ROW landscaping.
- Public Works staff, with assistance from the Police Department, is working on abatement procedures for an occupied residence at 3520 Bell Drive.
- Water staff is working on the Backflow and Cross-Connection Control Program, which involves following up on non-compliant accounts and bringing them into compliance. After their continued work on this program, we are currently at 100% compliance for the month of October.
- Water staff has been excavating at 204 Oak Street for a service line replacement from the water main to the meter pit and has installed 70 feet of copper line and a new meter pit. Concrete work has also been done to replace the excavated areas.
- The backup battery system for the traffic signals at Godding Hollow Parkway and Colorado Boulevard have been replaced, and the crosswalk signage has been installed on Frederick Way and Saint Vrain Drive.



Safe and Secure

- The Police Department was able to quickly solve an arson that took place at the skate park using the Town's Project NOLA camera system that was installed a little over 2 years ago to help protect Town assets. During that time frame, the cameras have assisted officers in solving approximately a dozen different crimes including the skate park arson in which school resource officers quickly identified the involved juveniles. This is a great example of how technology can be an investigative aid for officers and a benefit to the Town.
- The Police Department is happy to welcome Madison McIntosh, who joined Frederick in October as the new Records & Evidence Technician. Madison comes to us with over nine years of experience at Adams County DMV and Sherriff's Office Records. We're excited to have her join the team!
- Communications
 - Completed the design and edit of the PD Annual Report.
 - Address KUNC Public Radio requests related to mortuary fire and Notice to Stop Work.



Fiscally Responsible Governance

- Finance team working on preparing the proposed 2024 Budget public hearing.
- Phase 1 on the HR Compensation Study is underway with PayPoint HR. Study will be completed in January 2024
- Staff have been working with our broker, Brown and Brown and was able to negotiate our benefit renewal from 19.96% increase in 2024 down to 8.2% with minimal changes to our current plan structure, while adding a flexible spending account option, expanded EAP program, and shifting to a Self-Funding Dental approach with Delta Dental for a more strategic and fiscally responsible approach to benefit costs.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Chad teVelde, Trustee
Mark Lamach, Trustee
Adam Mahan, Trustee

Dan March, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

Public Hearing on the Fiscal Year 2024 Proposed Budget

Agenda Date: Town Board Meeting - November 14, 2023

Attachments: a. 2024 Proposed Budget

Finance Review: _____
Finance Director

Submitted by: Kurtis Adams
Finance Director

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Summary Statement:

This is the first of the two public hearings scheduled for the fiscal year 2024 Proposed Budget.

Detail of Issue/Request:

In compliance with CRS 29-1-105, the Town Board received the preliminary budget during its first budget work session on September 5, 2023. Since then, the Board held one additional discussion on the proposed budget on October 17, 2023. This is the first of two advertised public hearings for the fiscal year 2024 proposed budget. The second public hearing is scheduled for Tuesday, December 12, 2023, at 7:00 p.m. The budget is scheduled for consideration of adoption at the December 12, 2023, regular board meeting. Fiscal year 2024 runs from January 1, through December 31, 2024.

The public hearings provide the opportunity for the public to provide comment on the fiscal year 2024 Proposed Budget. The budget document is available for public review online at www.FrederickCO.gov and at the Administrative Services Building, 311 Fifth Street, Frederick, CO 80530 or Town Hall, 401 Locust Street, Frederick, CO 80530, Monday through Friday, 8 a.m. to 5 p.m.

Built on What Matters.

Legal Comments:

Not Applicable

Alternatives/Options:

Not Applicable

Financial Considerations:

Not Applicable

Staff Recommendation:

Not Applicable



2024 Proposed Budget

TOWN OF FREDERICK

**TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024**

GENERAL FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Town Manager's Office	336,742	354,000	629,524	463,717
Economic Development - Admin	447,782	453,250	267,964	518,711
Economic Development - Planning	327,359	1,083,200	547,467	1,106,257
Economic Development - GIS	0	252,600	213,905	278,722
Economic Development - Building	0	400,850	430,089	528,665
Economic Development - Neighborhood Services				236,600
Town Attorney	315,399	390,300	275,610	364,133
Town Clerk	349,184	378,000	225,654	370,810
Community Engagement	403,236	409,350	396,852	457,461
Human Resources	401,372	526,250	424,912	483,022
Information Technology	1,345,086	1,184,000	1,146,359	2,174,520
Finance & Internal Services	2,746,793	3,099,750	3,186,220	3,383,480
Court	80,956	132,200	88,501	121,737
Legislative (Board)	166,895	215,000	147,886	311,100
Public Works - Administrative	622,206	289,900	156,089	345,350
Public Works - Engineering	455,270	138,000	111,811	146,500
Police Department	5,318,321	6,377,100	6,703,178	8,070,169
Totals	\$13,316,601	\$15,683,750	\$14,952,022	\$19,360,953

**TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024**

GENERAL FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Town Manager	380,000	47,500	20,692	15,525	463,717	---	---	463,717
Town Clerk	293,500	53,000	19,810	4,500	370,810	---	---	370,810
Town Attorney	291,300	48,500	13,333	11,000	364,133	---	---	364,133
Legislative	29,600	220,500	1,000	60,000	311,100	---	---	311,100
Courts	83,000	31,300	6,437	1,000	121,737	---	---	121,737
Community and Engagement	312,000	53,715	27,196	64,550	457,461	---	---	457,461
Human Resources	269,500	28,750	17,772	167,000	483,022	---	---	483,022
Finance	230,500	13,000	30,467	3,500	277,467	---	---	277,467
Finance-Internal Services	260,000	10,000	8,012	2,828,000	3,106,012	---	---	3,106,012
Police	5,646,000	1,128,674	240,700	551,745	7,567,119	503,050	---	8,070,169
Public Works	272,100	9,750	10,000	3,500	295,350	50,000	---	345,350
Engineering	74,500	49,000	5,000	18,000	146,500	---	---	146,500
ED - Admin	132,500	304,600	11,261	70,350	518,711	---	---	518,711
ED - Planning	416,000	664,815	21,292	4,150	1,106,257	---	---	1,106,257
ED - Building	456,000	39,500	30,165	3,000	528,665	---	---	528,665
ED - GIS	189,000	77,500	9,822	2,400	278,722	---	---	278,722
ED - Neighborhood Svcs	73,000	162,550	600	450	236,600	---	---	236,600
Information Technology	83,000	968,620	821,900	1,000	1,874,520	300,000	---	2,174,520
Totals	\$9,491,500	\$3,911,274	\$1,295,458	\$3,809,670	\$18,507,903	853,050	\$0	\$19,360,953

Total Cash Available \$34,139,242

Ending Fund Balance \$14,778,289

% of Total Budget	49.02%	20.20%	6.69%	19.68%	95.59%	4.41%	0.00%	100.00%
-------------------	--------	--------	-------	--------	--------	-------	-------	---------

GF - Rev vs Exp

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

General Administration

Town Manager's Office

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Economic Development	Business retention and recruitment.	General	85,283
Regional Partnerships	Creating and fostering relationships with State and Federal Partners.	General	41,933
Local Partnerships	Creating and fostering relationships with local partners.	General	43,433
External Communication	Creating and fostering relationships with the community.	General	19,983
Internal Communication	Creating and fostering relationships within the organization.	General	19,800
Town Administration and Operations	Oversight, coordination, and direction regarding day-to-day activities.	General	92,000
Strategic Planning	Implementing and monitoring long-term goals and objectives.	General	76,000
Organizational Development	Training, culture development, succession planning, leadership development.	General	46,400
Intergovernmental Relations	Creating and fostering positive relationships with other governmental entities.	General	19,883
Developer Obligations and Liabilities	Infrastructure improvements through MOAPIs.	General	19,000
Total Town Manager's Office programs			\$ 463,717

Town Attorney

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Governance	Review and compliance of Town, County, and State laws.	General	73,751
Boards and Commissions	FURA, Board of Trustees, Commissions, Frederick Metro District.	General	72,752
Contracting	Review and regulate contracts, IGA, vendor agreements for the Town.	General	98,823
Intergovernmental Relations	Creating and fostering positive relationships with other governmental entities.	General	53,028
Customer Service	Assist and provide customer service to both internal and external customers. Partnering with departments.	General	54,445
Town Administration and Operations	Oversight, coordination, and direction regarding day-to-day activities.	General	11,333
Total Town Attorney programs			\$ 364,133

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Town Clerk

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Election Administration	Preparation and conduction of all Town elections.	General	78,250
Agenda Management	Management of Board of Trustee packets, URA packets, Liquor Authority packets, Metro District packets, and commission packets.	General	77,000
Municipal and Land Use Code Maintenance	Laws of the Town of Frederick.	General	36,850
Licensing	Business, liquor, peddler/solicitor.	General	50,400
Fred TV	Online Board recordings.	General	14,675
Records Management	Ordinances, public hearings, final payments.	General	98,075
Risk Management	Insurance policy management, loss assessments, claim processing.	General	750
Town Administration and Operations	Oversight, coordination, and direction regarding day-to-day activities.	General	14,810
Total Town Clerk programs			\$ 370,810

Community Engagement

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
External Communication	Frederick Flash, Monthly Newsletter, Social Media, Website, Media Relations, Events Brochure, General Information Brochure.	General	261,881
Internal Communication	Internal Communication, Culture development, Community Relations Strategic Plan.	General	31,816
Community Outreach	BBQ Tour, Youth Programming, Community Survey, Volunteer Program, Adopt a Place, Memorial Bench and Tree, Self-Defense Classes.	General	67,631
Branding	Ensuring the protection and expansion of Frederick's brand with ads, SEO, branded giveaway items, branded apparel, business cards.	General	51,723
Communications Administration	Administrative tasks such as entering purchase orders, budgeting, training, and maintaining membership with the following organizations: ESPIOC, PRSA, 3CMA, Weld County PIOs group.	General	43,796
Commissions	The volunteer commissions help with everything from planning public art to executing the tree sale program.	General	616
Total Communications programs			\$ 457,461

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Human Resources

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Recruitment and Selection	Recruiting, hiring, onboarding.	General	133,664
Employee Relations	Employee performance, recognition, wellness, morale.	General	104,605
Learning & Development	HR training and professional memberships, staff training, tuition reimbursement.	General	139,565
Risk Management	Insurance policy management, loss assessments, claim processing.	General	71,042
Benefits Administration	Employee benefit program analysis and administration.	General	34,147
Total Human Resources programs			\$ 483,022

Information Technology

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
IT Infrastructure	Email, internet, telephones, network storage, connectivity, back-up/recovery, database management, records center, application hosting, application development, server platform.	General	810,826
Customer Service	Help desk, PC support, PC replacement program, software replacement program, printer/scanner device support, mobile device support, telephone programming and support, GIS mapping and application development.	General	86,686
Security	Cyber security, firewalls/intrusion protection, patch management, PC virus protection, vulnerability management, compliance (CJIS/CIRSA), endpoint protection, remote network access/VPN.	General	617,996
Administration	Software license compliance, inventory control, software maintenance contracts, budget, technology contracts and purchasing, capital asset management, census.	General	378,512
Product Management	GIS, website management, project management, automation.	General	280,500
Total Information Technology programs			\$ 2,174,520

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Finance			
<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Finance Administration	Oversight, coordination, and direction regarding day-to-day financial activities, policy analysis, economic development activities.	General	56,517
Payroll	Managing employee compensation, including salary calculations, tax deductions, benefit administration, and compliance with labor laws and regulations, in order to efficiently and accurately handle payroll tasks.	General	23,050
Budget and Research	Review, analyze, and compile annual budget documents. Review, analyze, and update long-term financial plans and forecasts for organization. Review and analyze rate structures and levels for enterprise funds.	General	27,450
Accounting Services	Includes preparation of monthly financial reports and Comprehensive Annual Financial Report, Accounts Payable, Accounts Receivable, investment services, and general accounting services.	General	27,525
Grant Management	General grant oversight.	General	23,475
Materials Management	Ordering supplies/services for organization, processing payment for purchases.	General	23,050
Utility Billing and Cashiering	Collect and process all payments for services/licenses, etc. Maintain all utility billing accounts, rate structures, process utility bills, and shut off notices.	General	46,900
Debt Management	Management of debt for all funds/bond issuance.	General	23,450
Customer Service	Collect, sort, and disburse all incoming mail. Provide information to internal and external customers.	General	26,050
Town Administration and Operations	Town-wide Group, Property, and Casualty Insurance, Worker's Compensation, Fiscal Audit, and Banking/Merchant fees.	General	3,106,012
Total Finance programs			\$ 3,383,480
Court			
<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Restorative Justice	Alternative offender program.	General	11,325
Municipal Court	Judicial operations.	General	110,412
Total Court programs			\$ 121,737

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Legislative (Board)

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Board Outreach	Communication and meeting with community members.	General	54,120
Board Strategic Planning and Organizational Development	Development of clear goals and objectives for the organization and community.	General	52,540
Legal Matters and Advice	Legal Matters for the Town including Town Attorney.	General	38,960
Elections	All Town Elections.	General	40,000
Board Regional Partnerships	Creating and fostering relationships across regional partners at State and Federal levels.	General	14,060
Board Local Partnerships	Creating and fostering working relationships with local partners.	General	52,040
Board Legislative	Agenda related items.	General	31,500
Community Betterment	Projects as directed by Board.	General	27,880
Total Legislative (Board) programs			\$ 311,100

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Public Works | Administration

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment, and supplies.	General	17,723
Facility Maintenance	Maintain and repair town facilities and properties including the bank property, rental house, etc.	General	47,219
Administration	Oversight, coordination, and direction regarding day-to-day public works activities.	General	60,783
Fleet Operations	Management and maintenance of town fleet vehicles and partnership with Frederick-Firestone Fire District.	General	41,239
Asset Management Planning	Review, inspect and analyze asset condition and plan for repairs and replacement.	General	13,605
Capital Project Development	Analyze the towns long term needs for services and put together a plan to address those.	General	2,721
Capital Project Management	Manage, assist, supervise capital improvement projects.	General	27,210
Procurement	Procurement process for purchases, managing purchase orders, submitting pay requests.	General	63,605
Dispatch and Scheduling	Manage service order processing and scheduling of needed repairs, testing, and provide information to internal and external customers.	General	71,246
Total Public Works Admin programs			\$ 345,350

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Public Works Engineering				
<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>	
Permitting	Permit processing for new development and for modifications to existing structures.	General	36,250	
Inspections	Inspection of new and existing structures and infrastructure.	General	26,490	
Plan Review	Review all design infrastructure of new development for compliance with Town standards and specifications.	General	15,333	
Code Enforcement	Review of infrastructure and structures for health, safety, and welfare compliance.	General	9,883	
Administration	Answering resident calls and questions, updating engineering page on website, meeting with residents, training, personnel.	General	15,680	
Development Review	Review of development projects, meeting with prospective developers, drafting agreements between the Town and property owners, creating items to go before the Board, developer improvement guarantee collection.	General	17,775	
Inspection of Public Improvements	Review of approved construction drawings, inspection of water lines, curb gutter and sidewalk, streets, etc. for new developments, inspections of Capital improvement projects, releasing developer improvement guarantee.	General	23,600	
Fleet Maintenance	Management and maintenance of town fleet vehicles.	General	1,490	
Total Public Works Engineering programs			\$	146,500

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Community & Economic Development Administration			
<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Attraction, Retention, & Expansion	Attract and retain primary employers to support a healthy economy and provide access to jobs for residents.	General	131,199
Commercial & Retail Development	Attract new retailers and retain existing retailers to sustain a healthy tax base, and encourage a strong business environment.	General	106,499
Urban Renewal and Redevelopment	Facilitate development and redevelopment of commercial properties in Urban Renewal Areas.	General	83,979
Downtown Business Support	Provide support for the growth and vitality of downtown businesses in the Town of Frederick.	General	123,799
Strategic Planning	Maintain long term economic plan for future economic development opportunities.	General	65,475
Town Administration and Operations	Oversight, coordination, and direction regarding day-to-day activities.	General	7,761
Total Community & Economic Development Admin programs			\$ 518,711

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Community & Economic Development | Planning

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Development Review Management	Review of land use applications in compliance with Land Use Code.	General	299,600
Comprehensive Plan Management	Implementation and maintenance of Comprehensive Plan and its supplemental documents.	General	246,275
Business Retention/Expansion	Efforts to attract/retain businesses to/within the community.	General	8,320
Administration	Includes the day to day operations of the Planning Department including general, safety, and training supplies as well as miscellaneous items.	General	164,777
Metro District Management	Review of and ongoing interaction with metropolitan districts.	General	13,740
5th St. Revitalization		General	52,080
Land Use Code Management & Enforcement	Participation in enforcement of the Land Use Code. Often includes participation by Chief Building Official, Town Prosecutor, and Community Service Officers.	General	175,800
Training and Professional Development	Quality training and educational activities to support high quality employee service for the community.	General	25,985
Commission Administration	Administration of the Planning Commission and POST Commission, as well as preparation for and participation in meetings.	General	83,550
Community Outreach	Administer and/or participate in the following: Annual Arbor Day event as required for Tree City USA designation, Tree City USA designation, Unity in the Community.	General	4,160
Planning Department Memberships	Professional memberships with planning organizations.	General	2,496
Tree Sale Administration	Manage Town tree sale program.	General	2,080
Annexations	The TOF is able to assist with annexation of properties.	General	3,744
Oil & Gas	Strengthening municipal oversight and community engagement in oil and gas operations while promoting economic growth.	General	23,650
Total Community & Economic Development Planning programs			\$ 1,106,257

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Community & Economic Development | Building

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Permitting	Permit processing for new development and for modifications to existing structures.	General	136,800
Inspections	Inspection of new and existing structures and infrastructure.	General	148,735
Code Enforcement	Review of infrastructure and structures for health, safety, and welfare compliance.	General	128,430
Building Admin	Provide support for the growth and vitality of downtown businesses in the Town of Frederick.	General	114,700
Total Community & Economic Development Building programs			\$ 528,665

Community & Economic Development | GIS

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
GIS Infrastructure	Email, internet, telephones, network storage, connectivity, back-up/recovery, database management, records center, application hosting, application development, server platform.	General	23,000
Customer Service	Help desk, PC support, PC replacement program, software replacement program, printer/scanner device support, mobile device support, telephone programming and support, GIS mapping and application development.	General	58,700
Security	Cyber security, firewalls/intrusion protection, patch management, PC virus protection, vulnerability management, compliance (CJIS/CIRSA), endpoint protection, remote network access/VPN.	General	27,650
Administration	Software license compliance, inventory control, software maintenance contracts, budget, technology contracts and purchasing, capital asset management, census.	General	111,272
Product Management	GIS, website management, project management, automation.	General	58,100
Total Community & Economic Development GIS programs			\$ 278,722

Town of Frederick
2024 Proposed Budget - Program Summary
GENERAL FUND

Community & Economic Development | Neighborhood Services

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Permitting	Permit processing for new development and for modifications to existing structures.	General	75
Inspections	Inspection of new and existing structures and infrastructure.	General	21,975
Code Enforcement	Review of infrastructure and structures for health, safety, and welfare compliance.	General	196,575
NS Admin	Provide support for the growth and vitality of downtown businesses in the Town of Frederick.	General	17,975
Total Community & Economic Development Building programs			\$ 236,600

Police Department

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Patrol Services	Uniformed police services in the community.	General	2,240,975
Investigations	Criminal investigations.	General	450,170
Property and Evidence	Secure storage of evidence and victim property.	General	141,775
Community Services	Code enforcement and animal control.	General	545,424
Special Weapons & Tactics	IGA Longmont - High Risk Response Team.	General	216,577
School Resource Officers	Effective liaison with school students and faculty.	General	563,775
Police Records	Criminal justice records for public and system.	General	31,971
Administration	Oversight, management and direction of police.	General	910,733
K9 Program	Working dog for drugs and criminal apprehension.	General	222,879
Community Policing/Outreach	Maintain and improve relations with community.	General	435,141
Fleet Maintenance	Provide vehicles for department tasks.	General	886,989
Communications	911 and police dispatch services.	General	164,990
Training and Professional Development	Training and Professional memberships for personnel.	General	945,260
Grant Funding	Grant funded overtime for traffic enforcement, equipment, special duty programming.	General	84,465
School Crossing Guards	School crossings protected by part-time guards.	General	67,572
Inter agency Initiatives	JAC, Victim Assistance, Drug Task Force, Kids Place, Emergency Management Program.	General	161,475
Total Police Department programs			\$ 8,070,169
Total General Fund programs			\$ 19,360,953

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

STREET & ALLEY FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Engineering	4,264,806	4,785,000	1,208,481	4,431,500
Public Works	1,529,582	1,354,800	1,047,142	2,086,861
Operational Expenses	1,080,486	1,406,450	1,002,942	1,617,000
Totals	\$6,874,874	\$7,546,250	\$3,258,565	\$8,135,361

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

STREET & ALLEY FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Engineering	---	78,000	0	9,500	87,500	4,344,000	---	4,431,500
Public Works	---	1,075,506	200,355	6,000	1,281,861	805,000	---	2,086,861
General Operations	1,201,500	200	---	6,500	1,208,200	---	408,800	1,617,000
Totals	\$1,201,500	\$1,153,706	\$200,355	\$22,000	\$2,577,561	\$5,149,000	\$408,800	\$8,135,361
Total Cash Available								\$11,175,973
Ending Fund Balance								\$3,040,612
% of Total Budget	14.77%	14.18%	2.46%	0.27%	31.68%	63.29%	5.02%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
STREETS AND ALLEY FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Streets Admin	Administrative expenses related to wage and fringe, operations, and debt service.	Streets	78,855
Pavement Maintenance	Chip seal, overlays, striping.	Streets	1,030,000
Frederick Speed Management Program	Traffic calming projects and print media.	Streets	30,000
Inspection/Condition Assessments	Review and inspection of street and sidewalk infrastructure.	Streets	106,268
Concrete Maintenance	Pave alleys, repair curb and gutter and cross pans.	Streets	286,895
Transportation Expansion and Capital Improvements	Reconstruct and widen streets, construct traffic signals, address parking needs.	Streets	3,084,000
Transportation System Planning	Master plans, regional coordination with CDOT, DRCOG, NATA, grants.	Streets	183,264
Road Repairs	Crack sealing, pothole patching, replacement of damaged roadway sections, and delineators.	Streets	105,116
Trash Removal	Solid waste removal.	Streets	860,440
Transportation Outreach and Education	Communication and meeting with community members regarding transportation topics.	Streets	4,478
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment and supplies.	Streets	37,506
Median Maintenance	Maintaining median infrastructure which includes weeding, gravel replacement, mowing, tree trimming, concrete replacement, etc.	Streets	105,704
Street Sweeping	Maintaining clean streets with an organized street sweeping schedule.	Streets	213,959
Training and Professional Development	Quality training and educational activities to support high quality employee service for the community.	Streets	27,090
Right of Way Mowing	Maintaining right of way areas.	Streets	67,678
Streets Fleet Operations	Management and maintenance of town fleet vehicles.	Streets	86,506

Town of Frederick
2024 Proposed Budget - Program Summary
STREETS AND ALLEY FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Traffic Control	Directing vehicular and pedestrian traffic around work projects.	Streets	68,484
Sidewalk Maintenance	Maintaining sidewalk safety by repairing cracked, deteriorated, or misaligned sidewalks.	Streets	97,477
Streets Storm Response and Recovery	Management and restoration of infrastructure and facilities following an incident.	Streets	628,025
Traffic Signal Maintenance	Ensure safe installation, operation, and maintenance of traffic signals.	Streets	45,079
Traffic Engineering	Review and analyze methods to ensure the safe and efficient movement of citizens and goods on public roadways.	Streets	88,298
Snow and Ice Removal	Snow and ice removal/management on primary streets, bike lanes, and frequently used paths in an effort to maintain open travel during and after snow storms.	Streets	287,821
Street Sign Maintenance	Repair and replacement of the Town's street signs.	Streets	12,750
Customer Service	Collect, sort, and disburse all incoming mail. Provide information to internal and external customers.	Streets	23,564
Utility Billing and Cashiering	Collect and process all payments for services/licenses, etc. Maintain all utility billing accounts, rate structures, process utility bills, and shut off notices.	Streets	37,527
Grant Management	General grant oversight.	Streets	46,678
Accounting Services	Includes preparation of monthly financial reports and Comprehensive Annual Financial Report, accounts payable, accounts receivable, investment services and general accounting services.	Streets	37,262
Budget and Research	Review, analyze, and compile annual budget documents. Review, analyze, and update long-term financial plans and forecasts for organization. Review and analyze rate structures and levels for enterprise funds.	Streets	45,840

Town of Frederick
2024 Proposed Budget - Program Summary
STREETS AND ALLEY FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Debt Management	Management of debt for all funds/bond issuance.	Streets	408,800
Total Street and Alley Fund programs			\$ 8,135,361

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

CONSERVATION TRUST FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	0	5,000	0	20,000
Totals	\$0	\$5,000	\$0	\$20,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

CONSERVATION TRUST FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Operations	0	0	0	0	0	20,000	---	20,000
Totals	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000
Total Cash Available								\$397,296
Ending Fund Balance								\$377,296
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
CONSERVATION TRUST FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Public Site Improvements	Development, replacement, or improvement of park and other public areas.	CT	20,000
Total Conservation Trust programs		\$	20,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

PARK IMPROVEMENT FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Planning	7,296	0	0	0
Public Works	746,333	197,500	116,734	198,000
Operational Expenses	623,122	533,500	602,378	464,000
Totals	\$1,376,752	\$731,000	\$719,112	\$662,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

PARK IMPROVEMENT FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Public Works	---	188,000	10,000	---	198,000	---	---	198,000
General Operations	464,000	---	---	---	464,000	---	---	464,000
Totals	\$464,000	\$188,000	\$10,000	\$0	\$662,000	\$0	\$0	\$662,000
Total Cash Available	\$552,118							
Ending Fund Balance	(\$109,882)							
% of Total Budget	70.09%	28.40%	1.51%	0.00%	100.00%	0.00%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
PARK IMPROVEMENT FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Tree Sale Program	Annual program offering residents of Frederick trees for sale in order to promote tree planting in the area.	Parks	4,640
Parks Expansion	Support of POST MP implementation.	Parks	4,640
Parks Improvements	Installation and/or restoration of park improvements including: trees, playgrounds, trails, shelters, restrooms, picnic tables, benches, signs, etc.	Parks	8,259
Parks Maintenance	Maintenance of park areas, including shrub pruning, weed control, fertilization, sweeping hard surfaces, cleaning and repairing park benches and tables, maintaining splash park, etc.	Parks	34,800
Training and Professional Development	Quality training and educational activities to support high quality employee service for the community.	Parks	7,500
Tree Maintenance	Horticulture, tree trimming, replacing dead trees.	Parks	43,029
Parks Mowing	Mowing of the town parks.	Parks	147,762
Parks Fleet Maintenance	Management and maintenance of town fleet vehicles.	Parks	27,840
Playground Maintenance	Maintaining park playground areas.	Parks	75,115
Parks Building Maintenance	Maintaining park buildings, restrooms, and shelters.	Parks	102,300
Youth Recreation Activities	Investigation and analysis of various youth recreation activities that would be possible for the Town.	Parks	16,240
Parks Irrigation	Maintain irrigation system and water for Town park areas.	Parks	89,549
Private Special Events	Park preparation and any necessary clean up after private rentals and Town Events.	Parks	59,269
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment and supplies.	Parks	5,800

Town of Frederick
2024 Proposed Budget - Program Summary
PARK IMPROVEMENT FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Budget and Research	Review, analyze, and compile annual budget documents. Review, analyze, and update long-term financial plans and forecasts for organization. Review and analyze rate structures and levels for enterprise funds.	Parks	11,832
Accounting Services	Includes preparation of monthly financial reports and Comprehensive Annual Financial Report, accounts payable, accounts receivable, investment services, and general accounting services.	Parks	10,012
Grant Management	General grant oversight.	Parks	5,517
Customer Service	Collect, sort, and disburse all incoming mail. Provide information to internal and external customers.	Parks	3,258
Materials Management	Ordering supplies/services for organization, processing payment for purchases.	Parks	4,640
Total Parks programs		\$	662,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

OPEN SPACE FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Planning	9,950	150,000	11,569	0
Public Works	127,187	663,950	443,454	1,310,751
Operational Expenses	443,345	690,500	790,655	891,000
Totals	\$580,482	\$1,504,450	\$1,245,678	\$2,201,751

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

OPEN SPACE FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Public Works	---	666,006	44,745	---	710,751	600,000	---	1,310,751
General Operations	891,000	---	---	---	891,000	---	---	891,000
Totals	\$891,000	\$666,006	\$44,745	\$0	\$1,601,751	\$600,000	\$0	\$2,201,751
Total Cash Available	\$7,403,471							
Ending Fund Balance	\$5,201,720							
% of Total Budget	40.47%	30.25%	2.03%	0.00%	72.75%	27.25%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
OPEN SPACE FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Open Space Admin	Oversight, coordination, and direction regarding day-to-day public works activities.	Open Space	34,745
Open Space Planning and Project Management	Planning, supervising, assisting, coordinating, and review of existing and potential projects.	Open Space	231,080
OS Improvements	Installation and/or restoration of open space improvements including: trees, grasses and vegetation, signs, benches, etc.	Open Space	63,460
Trail Improvements	Installation and/or restoration of trails.	Open Space	59,995
Open Space Expansion	Support of POST MP implementation.	Open Space	13,786
Infrastructure Maintenance and Expansion	Maintenance of Open Space areas, new infrastructure assets.	Open Space	436,484
Mosquito Control	Mosquito spraying that occurs from late spring through summer.	Open Space	122,848
Integrated Pest Management	General pest control.	Open Space	44,280
Trail Maintenance	Maintenance of existing trails including concrete repair, mowing and weed control.	Open Space	98,350
Fleet Operation	Lease costs for OS fleet operations.	Open Space	98,506
Resource and Wildlife Management	Conservation and preservation of ecology, plant ecology, botany, wildlife management, and natural resources including the Wetlands.	Open Space	524,101
Graffiti Removal	Removal and restoration of Town assets that have been defaced.	Open Space	61,067
Open Space Public Education and Outreach	Public education program on open space and conservation of these areas.	Open Space	31,950
Open Space Signs	Maintenance and replacement of existing open space signage.	Open Space	15,981
Noxious Weed Control	Control and management of noxious and invasive weeds.	Open Space	88,242

Town of Frederick
2024 Proposed Budget - Program Summary
OPEN SPACE FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Budget and Research	Review, analyze, and compile annual budget documents. Review, analyze, and update long-term financial plans and forecasts for organization. Review and analyze rate structures and levels for enterprise funds.	Open Space	46,257
Accounting Services	Includes preparation of monthly financial reports and Comprehensive Annual Financial Report, accounts payable, accounts receivable, investment services, and general accounting services.	Open Space	49,099
Grant Management	General grant oversight.	Open Space	181,522
Total Open Space programs			\$ 2,201,751

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

PUBLIC SAFETY FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	88,848	250,000	250,000	300,000
Totals	\$88,848	\$250,000	\$250,000	\$300,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

PUBLIC SAFETY FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Operational Expenses	0	0	0	0	0	300,000	---	300,000
Totals	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$300,000
Total Cash Available								\$731,190
Ending Fund Balance								\$431,190
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Town of Frederick
2024 Proposed Budget - Program Summary
PUBLIC SAFETY FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Vehicle and Equipment Replacement	Routine PD vehicle and equipment replacements, transferred to General Fund.	Public Safety	300,000
Total Public Safety programs			\$ 300,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

CAPITAL FACILITIES FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	374,770	350,000	341,568	218,000
Totals	\$374,770	\$350,000	\$341,568	\$218,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

CAPITAL FACILITIES FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Facilities	0	37,000	0	0	37,000	180,000	1,000	218,000
Totals	\$0	\$37,000	\$0	\$0	\$37,000	\$180,000	\$1,000	\$218,000
Total Cash Available								\$4,850,877
Ending Fund Balance								\$4,632,877
% of Total Budget	0.00%	16.97%	0.00%	0.00%	16.97%	82.57%	0.46%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
CAPITAL FACILITIES FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Debt Service	Debt service for existing Town obligations.	Cap Fac	1,000
Contract Services	Professional service potential needs.	Cap Fac	37,000
Capital	Building and Infrastructure maintenance.	Cap Fac	180,000
Total Capital Facilities programs			\$ 218,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

FACILITIES FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	519,786	630,000	488,104	681,500
Totals	\$519,786	\$630,000	\$488,104	\$681,500

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

FACILITIES FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total	
Operational Expenses	260,000	302,500	13,750	1,550	577,800	103,700	---	681,500	
Totals	\$260,000	\$302,500	\$13,750	\$1,550	\$577,800	\$103,700	\$0	\$681,500	
Total Cash Available									\$816,729
Ending Fund Balance									\$135,229
% of Total Budget	38.15%	44.39%	2.02%	0.23%	84.78%	15.22%	0.00%	100.00%	

Town of Frederick
2024 Proposed Budget - Program Summary
FACILITIES FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Grounds Maintenance	Maintain the grounds so that they are safe, aesthetically pleasing, and fit for public use.	Facilities	93,125
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment, and supplies.	Facilities	71,625
Facility Maintenance	Maintain and repair town facilities and properties including the bank property, rental house, etc.	Facilities	400,950
Public Works Administration	Oversight, coordination, and direction regarding day-to-day public works activities.	Facilities	115,800
Total Facilities programs			\$ 681,500

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

EVENTS FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	186,609	281,000	233,769	275,562
Totals	\$186,609	\$281,000	\$233,769	\$275,562

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

EVENTS FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Events	0	0	0	273,062	273,062	2,500	---	275,562
Totals	\$0	\$0	\$0	\$273,062	\$273,062	\$2,500	\$0	\$275,562
Total Cash Available								\$328,463
Ending Fund Balance								\$52,901
% of Total Budget	0.00%	0.00%	0.00%	99.09%	99.09%	0.91%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
EVENTS FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Vehicle Lease	Event van.	Events	15,587
Frederick In Flight	A hot air balloon festival to showcase our community to a regional audience.	Events	75,275
Chainsaws and Chuckwagons	A woodcarving competition that adds festivities to Downtown Frederick and art pieces to the town's collection.	Events	69,700
Miners Day	A celebration of the town's history to connect current residents with each other and their past.	Events	83,150
Tiny Terror Town	Safe community event that connects residents and downtown businesses for Halloween fun.	Events	3,250
Community Programs	Community tour and talks.	Events	12,550
Festival of Light	A kickoff to the holiday season that showcases Crist Park and the town's lighting displays.	Events	16,050
Total Events programs			\$ 275,562

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

ART IN PUBLIC PLACES FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	14,570	40,000	8,850	30,000
Totals	\$14,570	\$40,000	\$8,850	\$30,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

ART IN PUBLIC PLACES FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Art in Public Places	---	10,000	---	---	10,000	20,000	---	30,000
Totals	\$0	\$10,000	\$0	\$0	\$10,000	\$20,000	\$0	\$30,000
Total Cash Available								\$62,091
Ending Fund Balance								\$32,091
% of Total Budget	0.00%	33.33%	0.00%	0.00%	33.33%	66.67%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
ART IN PUBLIC PLACES FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Public Art	Placement, education, and creation of bronze art and other art in the community.	Art	30,000
Total Arts in Public Places programs			\$ 30,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

WATER FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
General Administration	1,102,205	1,050,000	926,510	1,617,500
Engineering	4,912,527	3,985,400	2,071,228	10,523,540
Public Works	347,891	735,000	837,129	1,354,861
Totals	\$6,362,623	\$5,770,400	\$3,834,867	\$13,495,901

**TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024**

WATER FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
General Admin	1,015,500	139,000	---	463,000	1,617,500	---	---	1,617,500
Engineering	---	6,772,424	25,266	15,850	6,813,540	3,710,000	---	10,523,540
Public Works	472,500	223,506	452,355	6,500	1,154,861	200,000	---	1,354,861
Totals	\$1,488,000	\$7,134,929	\$477,622	\$485,350	\$9,585,901	\$3,910,000	\$0	\$13,495,901
Total Cash Available								\$144,738,387
Ending Fund Balance								\$131,242,486
% of Total Budget	11.03%	52.87%	3.54%	3.60%	71.03%	28.97%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
WATER FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Water Admin	Oversight, coordination, and direction regarding day-to-day public works activities.	Water	193,895
Water Resource Management	Water rights tracking, acquisition of rights, filing of decrees, water conservation, and water rental to farmers.	Water	3,792,918
Water Source Projects	Permitting, design, and construction of new water source storage.	Water	2,625,000
Raw Water System Improvements	Meter upgrades, meter replacements, design of new raw water main lines, park conversions from potable water to raw water, and GIS layers management.	Water	1,676,055
Potable Water System Improvements	Mainline extensions, abandonment of old lines, and GIS layers management.	Water	3,291,000
Meter Services	This program includes all meter related services from placing new meters, to testing, repairing, and reading.	Water	515,777
Hydrant Repair and Replacement	Repairing and replacing fire hydrants for fire protection.	Water	52,250
Water Education Outreach	Communication and meeting with citizens and community members regarding water sourcing and storage.	Water	47,250
Training and Professional Development	Quality training and educational activities to support high quality employee service for the community.	Water	5,000
Water Quality Operations	Water quality monitoring and testing.	Water	99,500
Water Conservation	Public education regarding the practice of using water efficiently to reduce unnecessary usage.	Water	110,250
Water Fleet Operations	Management and maintenance of town fleet vehicles.	Water	211,506
Infrastructure Maintenance	Repair and replace water mains.	Water	97,250
Employee Certification	Employee certification and continued education in water management	Water	52,250

Town of Frederick
2024 Proposed Budget - Program Summary
WATER FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Water - Storm Response and Recovery	Management and restoration of infrastructure and facilities following an incident.	Water	127,250
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment and supplies.	Water	56,750
Utility Billing and Cashiering	Collect and process all payments for services/licenses, etc. Maintain all utility billing accounts, rate structures, process utility bills, and shut off notices.	Water	508,000
Customer Service	Collect, sort, and disburse all incoming mail. Provide information to internal and external customers.	Water	34,000
Total Water programs			13,495,901

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

STORM WATER FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Engineering	27,356	76,500	351,031	1,630,290
Public Works	93,824	276,500	181,848	461,111
General Operations	670,460	927,000	872,030	1,245,500
Totals	\$791,640	\$1,280,000	\$1,404,909	\$3,336,901

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

STORM WATER FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Engineering	---	142,424	25,266	2,600	170,290	1,460,000	---	1,630,290
Public Works	---	165,006	76,105	---	241,111	220,000	---	461,111
General Operations	1,109,500	6,000	---	130,000	1,245,500	---	---	1,245,500
Totals	\$1,109,500	\$313,429	\$101,372	\$132,600	\$1,656,901	\$1,680,000	\$0	\$3,336,901
Total Cash Available	\$10,007,717							
Ending Fund Balance	\$6,670,816							
% of Total Budget	33.25%	9.39%	3.04%	3.97%	49.65%	50.35%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
STORM WATER FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Storm Water Admin	Administrative expenses related to wage and fringe, operations, and debt service.	Storm	110,495
Storm Drainage Maintenance	Clear drainage outfalls, repair sewers, and manholes.	Storm	1,682,550
Storm System Expansion	Construct storm sewers, box culverts, detention ponds, and grants.	Storm	341,900
Storm Planning and Project Management	Management and restoration of infrastructure and facilities following an incident.	Storm	6,500
Ditch and Culvert Maintenance	Ditch cleaning, roadside shoulder grading, inspection, and cleaning of culverts and drain grates.	Storm	116,095
Training and Professional Development	Quality training and educational activities to support high quality employee service for the community.	Storm	14,500
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment, and supplies.	Storm	2,219
Fleet Capital & Maintenance	Purchase, maintenance, and lease costs for storm drainage operations.	Storm	86,506
Storm - Storm Response and Recovery	Management and restoration of infrastructure and facilities following an incident.	Storm	406,650
Budget and Research	Review, analyze, and compile annual budget documents. Review, analyze, and update long-term financial plans and forecasts for organization. Review and analyze rate structures and levels for enterprise funds.	Storm	110,950
Accounting Services	Includes preparation of monthly financial reports and Comprehensive Annual Financial Report, accounts payable, accounts receivable, investment services, and general accounting services.	Storm	185,475

Town of Frederick
2024 Proposed Budget - Program Summary
STORM WATER FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Grant Management	General grant oversight.	Storm	186,396
Utility Billing and Cashiering	Collect and process all payments for services/licenses, etc. Maintain all utility billing accounts, rate structures, process utility bills, and shut off notices.	Storm	64,475
Customer Service	Collect, sort, and disburse all incoming mail. Provide information to internal and external customers.	Storm	22,190
Total Storm Water programs			\$ 3,336,901

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

GOLF FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Golf Course	1,161,990	1,200,300	1,127,796	1,356,747
Golf Restaurant	571,881	402,350	249,548	70,000
Totals	\$1,733,871	\$1,602,650	\$1,377,344	\$1,426,747

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

GOLF FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Golf Course	635,500	252,622	239,626	79,000	1,206,747	150,000	---	1,356,747
Golf Restaurant	---	---	70,000	---	70,000	---	---	70,000
Totals	\$635,500	\$252,622	\$309,626	\$79,000	\$1,276,747	\$150,000	\$0	\$1,426,747
Total Cash Available	\$1,477,267							
Ending Fund Balance	\$50,520							
% of Total Budget	44.54%	17.71%	21.70%	5.54%	89.49%	10.51%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
GOLF FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Golf Operations	Operation of the golf course clubhouse, pro shop and customer services.	Golf	446,861
Golf Course Maintenance	Maintenance of the golf course grounds, facilities and equipment.	Golf	383,024
Golf Programming	Recreational program administration, operations and materials for leagues, junior golf, learn-to-golf, tournaments and other special events.	Golf	252,140
Food and Beverage Operations	Operation of food and beverage offerings at the golf course.	Golf	76,605
Golf Course Improvements	Planning, design, procurement and/or construction of improvements to golf course operations, grounds, facilities and equipment.	Golf	191,512
Budget and Research	Review, analyze, and compile annual budget documents. Review, analyze, and update long-term financial plans and forecasts for organization. Review and analyze rate structures and levels for enterprise funds.	Golf	38,302
Accounting Services	Includes preparation of monthly financial reports and Comprehensive Annual Financial Report, accounts payable, accounts receivable, investment services, and general accounting services.	Golf	38,302
Total Golf Programs			1,426,747

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

OIL ROYALTY TRUST FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	128,284	90,000	41,300	65,000
Totals	\$128,284	\$90,000	\$41,300	\$65,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

OIL ROYALTY TRUST FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Oil Royalty	---	0	---	65,000	65,000	---	---	65,000
Totals	\$0	\$0	\$0	\$65,000	\$65,000	\$0	\$0	\$65,000
Total Cash Available								\$1,842,272
Ending Fund Balance								\$1,777,272
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

Town of Frederick
2024 Proposed Budget - Program Summary
OIL ROYALTY TRUST FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Scholarships	High School Scholarship Program, Continuing Education Program.	Oil Royalty	55,000
Community Grants	Donations to Non-profit organizations in the Tri Town Area.	Oil Royalty	10,000
Planning and Project Management	Economic Development.	Oil Royalty	0
Total Oil Royalty programs		\$	65,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

FLEET FUND | EXPENSE SUMMARY

	2022 Actual	2023 Budget	2023 Projected	2024 Proposed
Operational Expenses	579,463	1,130,500	1,096,629	1,214,000
Totals	\$579,463	\$1,130,500	\$1,096,629	\$1,214,000

TOWN OF FREDERICK
ANNUAL BUDGET
FY 2024

FLEET FUND | EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total	
Operational Expenses	268,000	757,000	160,000	29,000	1,214,000	---	---	1,214,000	
Totals	\$268,000	\$757,000	\$160,000	\$29,000	\$1,214,000	\$0	\$0	\$1,214,000	
Total Cash Available									\$1,834,954
Ending Fund Balance									\$620,954
% of Total Budget	22.08%	62.36%	13.18%	2.39%	100.00%	0.00%	0.00%	100.00%	

Town of Frederick
2024 Proposed Budget - Program Summary
FLEET FUND

<u>Program Name</u>	<u>Program Description</u>	<u>Fund</u>	<u>Cost of Service</u>
Workplace Safety and Injury Prevention	Comply with federal, state, and local standards and codes as they relate to healthful working conditions, provide safety training, provide necessary safety equipment, and supplies.	Fleet	12,360
Administration	Oversight, coordination, and direction regarding day-to-day fleet activities.	Fleet	617,960
Facility Maintenance	Maintain and repair town facilities and properties including the bank property, rental house, etc.	Fleet	284,600
Fleet Operations	Management and maintenance of town fleet vehicles and partnership with Frederick-Firestone Fire District.	Fleet	270,600
Asset Management Planning	Review, inspect and analyze asset condition and plan for repairs and replacement.	Fleet	6,760
Procurement	Procurement process for purchases, managing purchase orders, submitting pay requests.	Fleet	5,360
Customer Service	Assist and provide customer service to both internal and external customers. Partnering with departments.	Fleet	6,360
Training and Professional Development	Quality training and educational activities to support high quality employee service for the community.	Fleet	10,000
Total Fleet programs		\$	1,214,000



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

An Ordinance of the Town of Frederick, Colorado Amending Portions of Chapter 18 Building Regulations of the Frederick Municipal Code

Agenda Date:

Town Board Meeting - November 14, 2023

Attachments:

- a. Revised draft of Section 18 of the Frederick Municipal Code
 - 1. Proposed Revised Building Code Ordinance No. 1390

Finance Review:

Administrative Services

Submitted by:

Chuck Sandifer
Chief Building Official

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:



- **Effective, Efficient Strategic Government Operations** - This request aligns with Section 1.2 of the Strategic Plan by updating the Town of Frederick Municipal Code.



- **Safe & Secure** - This request aligns with Section 5.2 of the Strategic Plan by improving public safety via more robust safety practices outlined in the updated codes.



- **Community and Economic Vitality**

Built on What Matters.

Summary Statement:

Staff request the Board of Trustees adopt Ordinance No. on first reading and set a public hearing for December 12, 2023. The Town of Frederick has been in the 2018 International Code Council (I-Codes) and the 2020 National Electrical Code (NEC) since June 20, 2021. Since these are substantial changes, Staff are requesting that these changes be adopted by reference. In order to accomplish that, the Board of Trustees must set a public hearing date for final consideration of the ordinances and the Town Clerk's Office must publish notice in the paper twice. Copies of the changes will be on file at each Town building and available for inspection during regular business hours.

Detail of Issue/Request:

Update the following codes:

2020 NEC to the 2023 NEC (National Electrical Code)
2018 IRC to the 2021 IRC (International Residential Code)
2018 IBC to the 2021 IBC (International Building Code)
2018 IPC to the 2021 IPC (International Plumbing Code)
2018 IMC to the 2021 IMC (International Mechanical Code)
2018 IFGC to the 2021 IFGC (International Fuel Gas Code)
2018 IECC to the 2021 IECC (International Energy Conservation Code)
2018 IPMC to the 2021 IPMC (International Property Maintenance Code)
2018 ISPSC to the 2021 ISPSC (International Swimming Pool & Spa Code)
2018 IFC to the 2021 IFC (International Fire Code) (Already adopted by FFFD)

Adopting the newer codes would make the Town of Frederick consistent with other municipalities. There would be better code consistency for contractors coming into Frederick to do work. The State of Colorado will be adopting the 2023 NEC statewide soon.

Over the course of the summer and fall 2023, potential applicants seeking to develop or build in Frederick have been advised that the Town anticipates adopting this version of building codes in the future. In addition, notifications will be sent to all contractors licensed in Frederick via email if adopted advising of the implementation date. That notification has the Building Division email link for questions, concerns, or comments. The anticipated date for implementation is January 1, 2024. As required for public hearings, an official public notice will be published in the Longmont Times Call.

Notifications shall also be posted:

- Frederick Flash
- Frederick Facebook and Twitter pages
- Frederick Newsletter

All publications will have the Building Division email address for questions, concerns, or comments.

Legal Comments:

New code verbiage has been reviewed and edited. The Town Attorney has drafted the ordinances as resolutions. A full listing of those proposed edits will be provided for the public hearing.

Alternatives/Options:

The Town has the option of not approving the 2021 I-Codes and 2023 NEC and staying with the 2018 I-Codes and the 2020 NEC. This is not recommended for the following reasons:

- Being consistent with the same version the Frederick Firestone Fire Protection District provides

increased continuity for contractors doing work in Frederick.

- Keeping pace with the current version of building codes addresses advanced in sustainability, energy efficiency and safety practices within the industry.
- By the Town adopting the most current version of building codes, this avoids a scenario where the we would have to follow default State mandated energy or sustainability measures as the more current building codes comply with those State standards.

Financial Considerations:

There will be no cost impact for adopting all updated I-Codes and NEC.

Staff Recommendation:

Staff recommends the Board of Trustees approve Ordinance No. 1390 on first reading and set a public hearing for December 12, 2023. Staff will be present at the November 14, 2023 meeting to answer questions the Board might have.

ORDINANCE NO. 1390

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING
PORTIONS OF CHAPTER 18 BUILDING REGULATIONS OF THE
FREDERICK MUNICIPAL CODE.**

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

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

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

WHEREAS, pursuant to C.R.S. §31-15-602, the Town is required to adopt and enforce an energy code that complies with the requirements of the State of Colorado; and,

WHEREAS, pursuant to C.R.S. §12-155-106, the Town is required to adopt and enforce a plumbing code that complies with the requirements of the State of Colorado; and,

WHEREAS, pursuant to C.R.S. §12-115-107, the Town is required to adopt and enforce an electric code that complies with the requirements of the State of Colorado; and,

WHEREAS, many of the State standards are adopted model codes produced by the International Code Council and contain references between codes; and

WHEREAS, many of the State has recently adopted updated versions of several codes to a more recent edition; and

WHEREAS, the Board of Trustees has determined that the various adopted code editions for the Town must be updated to be compliant with the State of Colorado; and,

WHEREAS, pursuant to C.R.S. §31-16-202, the adoption of the various codes may be done by reference.

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

Section 1. Section 18-1-60, Frederick Municipal Code, entitled “Adopted” is hereby amended with deleted language struck through and added language underlined as follows:

Sec. 18-1-60. Adopted.

The following codes are hereby adopted and enacted by reference:

(1) The ~~2018~~ 2021 International Building Code, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, ~~August 31, 2017~~ October 23, 2020, Chapters 1 through 35 inclusive and Appendices A, ~~C, D, E, F, G, H, I, J, K, and N~~, is hereby incorporated by this reference as part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code includes comprehensive provisions and standards regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of buildings and structures for the purpose of safeguarding the public health, safety and general welfare. All references in this Code to the *International Building Code* are to the edition referenced above.

(2) The ~~2018~~ 2021 International Residential Code, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, ~~August 31, 2017~~ January 21, 2021, Chapters 1 through 44 inclusive and Appendices ~~F, H and K~~ AA, AB, AC, AE, AF, AH, AI, AM, AN, AO, and AT, is hereby incorporated by this reference as part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code includes comprehensive provisions and standards regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of the attached one (1) and two (2) family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with a separate means of egress and their accessory structures. The purpose of this Code is to provide minimum requirements to safeguard the public health, safety and general welfare, through affordability, structural strength, means of the egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment. All references in this Code to the *International Residential Code* are to the edition referenced above.

(3) ~~The 2020~~ 2023 National Electric Code, as published by the NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471, ~~August 5, 2019~~ August 12, 2022, Effective date September 1, 2022, Chapters 1 through 9 and Appendices A through I, as adopted by the Colorado State Electrical Board, including appendices, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The purpose of this Code is regulating the installation of electric conductors and

equipment within or on public and private buildings or other structures, including mobile homes, recreational vehicles, floating buildings and other premises such as yards, carnivals, parking lots and industrial substations; the installation of conductors and equipment that connect to the supply of electricity; the installation of other outside conductors and equipment on premises; and the installation of optical fiber cable in the Town. All references in this Code to the *National Electric Code* are to the edition referenced above-

(4) The ~~2018~~ 2021 *International Mechanical Code*, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, August 31, 2017 March 6, 2020, Chapters 1 through 15 inclusive and Appendix A, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. This Code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. This Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. All references in this Code to the *International Mechanical Code* are to the edition referenced above.

(5) The ~~2018~~ 2021 *International Fuel Gas Code*, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, August 31, 2017 March 6, 2020, Chapters 1 through 8 and Appendices A through C, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code includes comprehensive provisions and standards regulating the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of fuel gas piping systems, fuel gas utilization equipment and related accessories within this jurisdiction. All references in this Code to the *International Fuel Gas Code* are to the edition referenced above.

(6) The ~~2018~~ 2021 *International Plumbing Code*, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, August 31, 2017 March 6, 2020, Chapters 1 through ~~46~~ 15 and Appendices B, C and E, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code includes comprehensive provisions and standards regulating the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction. This Code shall also

regulate nonflammable medical gas, inhalation anesthetic, vacuum typing, nonmedical oxygen systems and sanitary and condensate vacuum collection systems. All references in this Code to the *International Plumbing Code* are to the edition referenced above.

(7) The ~~2018-2021~~ *International Existing Building Code*, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, ~~August 2017~~ December 28, 2020, Chapters 1 through 16 inclusive and Appendices A, B, and C and Resource Chapter A, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code is intended to provide alternative approaches to remodeling, repair, or alteration of existing buildings. Many existing buildings and structures do not comply with the current building code requirements for new construction. Although many of these buildings are potentially salvageable, rehabilitation is often cost-prohibitive because compliance with all the requirements for new construction could require extensive changes that go well beyond the value of the building or the original scope of the rehabilitation. At the same time, it is necessary to regulate construction in existing buildings that undergo additions, alterations, renovations, extensive repairs or change of occupancy. Such activity represents an opportunity to ensure that new construction complies with the current building codes and that existing conditions are maintained, at a minimum, to their current level of compliance or are improved as required to meet basic safety levels. To accomplish this objective, and to make the rehabilitation process easier, this Code allows for options for controlled departure from full compliance with the *International Codes* dealing with new construction, while maintaining basic levels for fire prevention, structural and life safety features of the rehabilitated building. All references in this Code to the *International Existing Building Code* are to the edition referenced above.

(8) The ~~2018-2021~~ *International Energy Conservation Code*, as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, ~~August 2017~~ January 29, 2021, Chapters 1 through 6, ~~inclusive including appendices~~, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. The adopted code regulates minimum energy conservation requirements for new buildings. The IECC addresses energy conservation requirements for all aspects of energy uses in both commercial and residential construction, including heating and ventilating, lighting, water heating, and power usage for appliances and building systems. All references in this Code to the *International Energy Conservation Code* are to the edition referenced above.

(9) The ~~2018-2021~~ *International Property Maintenance Code* as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, ~~August 17, 2017~~ September 30, 2020, Chapters 1 through 8 inclusive and Appendix A ~~and B~~, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. This Code is intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation, and fire safety. Responsibility is fixed among owners, operators, and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community. All references in this Code to the *International Property Maintenance Code* are to the edition referenced above.

(10) The ~~2018 2021~~ *International Swimming Pool and Spa Code* as published by the International Code Council, ~~500 New Jersey Avenue NW, 6th Floor, Washington, DC 20001~~ 4051 Flossmoor Road, Country Club Hills, IL 60478, ~~August 31, 2017~~ October 30, 2020, Chapters 1 through 11 inclusive, is hereby incorporated by this reference as a part of this Building Code to have the same force and effect as if set forth in this Chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this Chapter. This Code is intended to regulate the minimum requirements for the design, construction, alteration, repair and maintenance of swimming pools, spas, hot tubes and aquatic facilities to adequately protect public health, safety and welfare of the community. All references in this Code to the *International Swimming Pool and Spa Code* are to the edition referenced above.

Section 2. Section 18-1-70, Frederick Municipal Code, entitled "Amendments" is hereby amended in the various subparagraphs with deleted language struck through and added language underlined as follows (sections without changes are omitted from this ordinance and remain within the code):

(3) Section 109.2 of the *International Building Code* is deleted in its entirety and reenacted to read as follows:

"109.2 Scheduled permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Board of Trustees. The Board of Trustees may amend the tables and schedules providing for fees by the adoption of a resolution.

109.2.1 Plan review. A plan review fee shall be paid when a permit application is submitted."

(4) Section 109.4 of the *International Building Code* is deleted in its entirety and reenacted to read as follows:

"109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, gas, mechanical, electrical or plumbing system

before obtaining the necessary permits shall be subject to an additional fee equal to the permit fee."

- (5) Section 113.1 of the *International Building Code* is deleted in its entirety and reenacted to read as follows:

"113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Adjustments, to be referred to as the "Building Appeals Board." The Building Appeals Board shall be comprised of at least one (1) member of the Board of Trustees and two (2) members of the community appointed by the Board of Trustees. The Board shall adopt rules and procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official."

- (6) Section 113.2 of the *International Building Code* is deleted in its entirety and reenacted to read as follows:

"113.2 Application for appeal. A person shall have the right to appeal the decision of the building official to the Building Appeals Board. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code did not fully apply, or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served."

- (7) Section 113.3 of the *International Building Code* is deleted in its entirety and reenacted to read as follows:

"113.3 Qualifications, limitations of authority. The Building Appeals Board shall consist of members who are qualified by expertise and training to pass on matters pertaining to building construction and are not Town employees. The Building Appeals Board shall have no authority relative to the interpretation of the administrative provisions of this code, nor shall the Board be empowered to waive requirements of this code."

- (8) Section 113 of the *International Building Code* is amended by the addition of the following Section 113.4 to read as follows:

"113.4 Records. The building official shall maintain a permanent record of all variance actions, including justification for their issuance. The building official, or his designee, shall attend all meetings of the Building Appeals Board and shall maintain a record of such proceedings, including all conclusions and findings underlying the Board's decisions."

- (9) Section 114 of the *International Building Code* is hereby deleted in its entirety.

(15) Add Section R105.1.1 of the *International Residential Code* ~~is amended~~ to read as follows:

"R105.1.1 Excavation permit. No person shall excavate for a foundation for a building or a structure without first having obtained a permit from the building official."

(15A) Amend Section R105.2 "Work Exempt from Permit".

Building:

- 1) Other than storm shelters, one-story detached accessory structures, provided the floor area does not exceed ~~200~~ **120** square feet.

No change for items 2 through 9

- 10) ~~Decks not exceeding 200 square feet (18.58 square meters) in area, that are not more than 30" (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.~~

Delete it in its entirety.

(16) Section R106.1.4 of the *International Residential Code* is amended to read as follows:

R106.1.4 Information for construction in areas prone to flooding. If design flood elevations are not included on the community's Flood Insurance Rate Map (FIRM), the Town Flood Plain Administrator and the applicant shall obtain and reasonably utilize any design flood elevation and floodway data available from other sources."

(22) Section R112.2 of the *International Residential Code* is deleted in its entirety and reenacted to read as follows:

"R112.2 Application for appeal. A person shall have the right to appeal the decision of the building official to the Building Appeals Board. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code did not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served."

(24) *Section R313.2 of the 2021 International Residential Code (Automatic Fire Sprinkler Systems) is deleted in its entirety. All other referenced codes associated with Section R313.2 are also deleted.*

(25) *Delete Section R403 (Frost-Protected shallow foundations) in its entirety.*

(28) Section G2415.12 of the *International Residential Code* is deleted in its entirety and reenacted to read as follows:

"G2415.12 (404.12) Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18" (457 mm) below grade, except as provided for in Section 2415.12.1."

(46) Section ~~108~~ 115 of the *International Mechanical Code* is deleted in its entirety.

(47) Section ~~[A]109.1~~ [A]114 of the *International Mechanical Code* is deleted in its entirety and reenacted to read as follows:

"~~[A]109.1~~ [A] 114.1 General, qualifications. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Adjustments, to be referred to as the "Building Appeals Board." The Building Appeals Board shall be comprised of at least one (1) member of the Board of Trustees and two (2) members of the community appointed by the Board of Trustees. The Board shall adopt rules and procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. The Building Appeals Board shall consist of members who are qualified by expertise and training to pass on matters pertaining to building construction and are not Town employees."

(48) Section ~~[A]109.2~~ [A]114.2 of the *International Mechanical Code* is deleted in its entirety and reenacted to read as follows:

"~~[A]109.2~~ [A]114.2 Application for appeal. A person shall have the right to appeal the decision of the building official to the Building Appeals Board. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code did not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served."

(49) Section ~~[A]109.3~~ [A]114.3 of the *International Mechanical Code* is deleted in its entirety and reenacted to read as follows:

"~~[A]109.3~~ [A]114.3 Limitations of authority. The Building Appeals Board shall have no authority relative to the interpretation of the administrative provisions of this Code, nor shall the board be empowered to waive requirements of this Code."

(50) Section ~~[A]109.4~~ [A]114.4 of the *International Mechanical Code* is deleted in its entirety and reenacted to read as follows:

"~~[A]109.4~~ [A]114.4 Records. The building official shall maintain a permanent record of all variance actions, including justification for their issuance. The building official, or his designee, shall attend all meetings of the Building Appeals Board and shall maintain a record of such proceedings, including all conclusions and findings underlying the Board's decisions."

(51) Section A109 of the *2012 International Mechanical Code* is hereby amended by the deletion of the following sections: A109.5, Postponed hearings; A109.64, Decision; A109.7, Court review. (DOES NOT EXIST)

(56) Section [A]106.6.2 of the *2012 International Fuel Gas Code* is hereby deleted in its entirety and reenacted to read as follows:

"~~[A]106.6.2 Fee schedule.~~ The fees for work shall be in accordance with the schedule as established by the Board of Trustees. The Board of Trustees may amend the tables and schedules providing for fees by the adoption of a resolution."

(DOES NOT EXIST)

(57) Section [A]108 **A115** of the *International Fuel Gas Code* is hereby deleted in its entirety.

(58) Section [A]109.1-**A114.1** of the *International Fuel Gas Code* is hereby deleted in its entirety and reenacted to read as follows:

"~~[A] 109.1~~ **A114.1 General, qualifications.** In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Adjustments, to be referred to as the "Building Appeals Board." The Building Appeals Board shall be comprised of at least one (1) member of the Board of Trustees and two (2) members of the community appointed by the Board of Trustees. The Board shall adopt rules and procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. The Building Appeals Board shall consist of members who are qualified by expertise and training to pass on matters pertaining to building construction and are not Town employees."

(59) ADD: "**A114.2 Application for appeal.** A person shall have the right to appeal the decision of the building official to the Building Appeals Board. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code did not fully apply, or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served."

(60) ADD: "**A114.3 Limitations of authority.** The Building Appeals Board shall have no authority relative to the interpretation of the administrative provisions of this Code, nor shall the Board be empowered to waive requirements of this Code."

(61) ADD: [A] **114.4 Records.** The building official shall maintain a permanent record of all variance actions, including justification for their issuance. The building official, or his designee, shall attend all meetings of the Building Appeals Board and shall maintain a record of such proceedings, including all conclusions and findings underlying the Board's decisions."

~~(62) Section [A]109 of the 2012 International Fuel Gas Code is hereby amended by the deletion of the following sections: [A]109.5, Postponed hearing; [A]109.6, Board decision; [A]109.7, Court review.~~

(70) Section ~~[A]106.6.2~~ **[A]109.2** of the *International Plumbing Code* is hereby deleted in its entirety and reenacted to read as follows:

~~"[A]106.6.2~~ **[A]109.2 Fee schedule.** The fees for all plumbing work shall be in accordance with the schedule as established by the Board of Trustees. The Board of Trustees may amend the tables and schedules providing for fees by the adoption of a resolution."

(73) Section ~~[A]109.2~~ **[A]113.1** of the *International Plumbing Code* is hereby deleted in its entirety and reenacted to read as follows:

~~"[A]109.2~~ **[A]113.1 Application for appeal.** A person shall have the right to appeal the decision of the building official to the Building Appeals Board. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code did not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served."

(74) Section ~~[A]109.3~~ **[A]113.2** of the *International Plumbing Code* is hereby deleted in its entirety and reenacted to read as follows:

~~"[A]109.3~~ **[A]113.2 Limitations of authority.** The Board of Adjustments shall have no authority relative to the interpretation of the administrative provisions of this Code, nor shall the Board be empowered to waive the requirements of this Code."

(75) Section ~~[A]109.4~~ **[A]113.3** of the *International Plumbing Code* is hereby deleted in its entirety and reenacted to read as follows:

~~"[A]109.4~~ **[A]113.3 Records.** The building official shall maintain a permanent record of all variance actions, including justification for their issuance. The building official, or his designee, shall attend all meetings of the Building Appeals Board and shall maintain a record of such proceedings, including all conclusions and findings underlying the Board's decisions."

~~(76) Section [A]109 of the 2012 International Plumbing Code is hereby amended by the deletion of the following sections: [A]109.5, Postponed hearing; [A]109.6, Board decision; [A]109.7, Court review.~~

~~(79) Subsection N1101.11~~ **N1101.9 (R302.1)** of the *International Residential Code* is hereby amended to read as follows:

~~"N1101.09~~ **N1101.9 (R302.1) Interior design conditions.** The interior design temperatures used for heating and cooling load calculations shall be a maximum of 70°F (21°C) for heating and minimum of 75°F (24°C) for cooling."

(80) ~~Add Subsection N1102.3.6 (R402.3.6) of the *International Residential Code* is hereby amended to read as follows:~~

~~"N1102.3.6 (R402.3.6) Replacement fenestration. When a permit is required and where some or all an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for U-factor and SHGC in Table N1102.1.1. (R402.1.1.)"~~

(81) Subsection N1103.4 (R403.4) N1103.5 (R403.5) of the *International Residential Code* is hereby amended to read as follows:

~~"N1103.4 (R403.4) N1103.5 (R403.5) Service hot water systems. Energy conservation measures for service hot water system shall be in accordance with Section N1103.4.1 (R403.4.1)."~~

(83) ~~RESERVED Subsection C101.4.3, Exception 5, of the *International Energy Conservation Code* is hereby amended as follows:~~

~~"5. Reroofing of roofs where the insulation is not exposed. Roofs without insulation in the cavity and where the insulation is exposed during reroofing shall be insulated either above or below the sheathing." DELETE~~

(85) ~~RESERVED Subsection C401.2 of the *International Energy Conservation Code* is hereby amended as follows:~~

~~"C401.2 Application. Commercial buildings shall comply with one of the following:~~
~~1. The requirements of ANSI/ASHRAE/IESNA 90.1.~~
~~2. The requirements of Sections C402, C403, C404 and C405.~~
~~3. The requirements of Section C407, C402.4, C403.2, C404, C405.2, C405.3, C405.4, C405.6 and C405.7." DELETE~~

(86) Subsection 402.2.6 of the *International Energy Conservation Code* is hereby amended as follows:

C402.2.6 Insulation of radiant heating systems. Radiant panels, and associated U-bends and headers, designed for sensible heating of an indoor space through heat transfer from the thermally effective panel surfaces to the occupants or indoor space by thermal radiation and natural convection and the bottom surfaces of floor structures incorporating radiant heating shall be insulated with a minimum of R-5."

(87) ~~RESERVED. Table C402.3 of the *International Energy Conservation Code* is hereby deleted in its entirety and replaced with the following:~~

TABLE C402.3 BUILDING ENVELOPE REQUIREMENTS

<u>Climate Zone</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4 Except Marine</u>	<u>5 And Marine 4</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Vertical fenestration (40% maximum of above-grade wall)</u>								
<u>U-factor</u>	<u>1.20</u>	<u>0.75</u>	<u>0.65</u>	<u>0.55</u>	<u>0.55</u>	<u>0.55</u>	<u>0.45</u>	<u>0.45</u>

<u>Climate Zone</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4 Except Marine</u>	<u>5 And Marine 4</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Framing materials other than metal with or without metal reinforcement or cladding</u>								
<u>U-factor</u>	<u>1.20</u>	<u>0.75</u>	<u>0.65</u>	<u>0.40</u>	<u>0.35</u>	<u>0.35</u>	<u>0.35</u>	<u>0.35</u>
<u>Metal framing with or without thermal break</u>								
<u>Curtain wall/ storefront U-factor</u>	<u>1.20</u>	<u>0.70</u>	<u>0.60</u>	<u>0.50</u>	<u>0.45</u>	<u>0.45</u>	<u>0.40</u>	<u>0.40</u>
<u>Entrance Door U-factor</u>	<u>1.20</u>	<u>1.10</u>	<u>0.90</u>	<u>0.85</u>	<u>0.80</u>	<u>0.80</u>	<u>0.80</u>	<u>0.80</u>
<u>All other U-factor^a</u>	<u>1.20</u>	<u>0.75</u>	<u>0.65</u>	<u>0.55</u>	<u>0.55</u>	<u>0.55</u>	<u>0.45</u>	<u>0.45</u>
<u>SHGC— all frame types</u>								
<u>SHGC: PF < 0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.45</u>	<u>0.45</u>
<u>SHGC: 0.25 < PF < 0.5</u>	<u>0.33</u>	<u>0.33</u>	<u>0.33</u>	<u>NR</u>	<u>NR</u>	<u>NR</u>	<u>NR</u>	<u>NR</u>
<u>SHGC: PF < 0.5</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>NR</u>	<u>NR</u>	<u>NR</u>	<u>NR</u>	<u>NR</u>
<u>Skylights (3% maximum)</u>								
<u>U-factor</u>	<u>0.75</u>	<u>0.75</u>	<u>0.65</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>
<u>SHGC</u>	<u>0.35</u>	<u>0.35</u>	<u>0.35</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>NR</u>	<u>NR</u>

NR = No requirement.

PF = Projection factor (402.3.3).

^a: All others includes operable windows, fixed windows and nonentrance doors.

(88) RESERVED. Subsection C402.3.3.1 and Table C402.3.3.1 of the *International Energy Conservation Code* are hereby deleted in their entirety.

(94) Section 101.1 of the *International Swimming Pool and Spa Code* is amended to by substituting the words "The Town of Frederick" in lieu of the words "[NAME OF JURISDICTION]"

(95) Sections 105.6.2, 105.6.3, 107.4, and 107.5 **113.4** of the *International Swimming Pool and Spa Code* are hereby deleted in their entirety.

(96) Section 108 **111** of the *International Swimming Pool and Spa Code* are hereby deleted in their entirety and replaced with the following:

“Section 108 111. Means of Appeal. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of

Adjustments, to be referred to as the "Building Appeals Board." The Building Appeals Board shall be comprised of at least one (1) member of the Board of Trustees and two (2) members of the community appointed by the Board of Trustees. The Board shall adopt rules and procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. The Building Appeals Board shall consist of members who are qualified by expertise and training to pass on matters pertaining to building construction and are not Town employees."

Section 3. Section 18-92, Frederick Municipal Code, entitled "Amendments" is hereby amended in the various subparagraphs with deleted language struck through and added language underlined as follows (sections without changes are omitted from this ordinance and remain within the code):

(6) Section 1103.01 is hereby amended to read as follows:

"1103.01. Fence.

"1. Fence materials shall conform to the Town of Frederick Zoning Codes and Subdivision Regulations, Section 16-16-10, Fences and walls.

"a. Steel components: All steel components including fabric, pipe and fittings shall be first quality, full weight, hot-dipped galvanized materials. Zinc coating shall be applied to the interior and exterior of materials and shall conform to ASTM B6, Specification for Zinc-Prime Western Grade. Materials for fence posts and rails shall meet the strength testing requirements for Group 1A or Group 1C piping in accordance with ASTM F669, Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence. Gates shall be constructed in accordance with ASTM F900.

"b. Wood components. Unless otherwise specified, wood fences shall be composed of the following:

"1. Posts: 4 inches by 6 inches rough sawn, No. 2 Grade, Red Cedar with chamfered tops, no knot holes.

"2. Boards: 2 ~~inch~~-inches by 8 ~~inch~~-inches rough sawn, No. 2 Grade, Red Cedar, no knot holes.

"3. Stain: Olympic No. 721 Semi-Transparent stain, color as selected by the Town Engineer."

Section 4. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Frederick, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 5. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall take effect thirty days after publication.

INTRODUCED, READ, AND PASSED ON FIRST READING ON THIS ____ DAY OF _____, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Deputy Town Clerk

By _____
Tracie Crites, Mayor

INTRODUCED, READ, PASSED AND ADOPTED ON SECOND READING FOLLOWING A PUBLIC HEARING THIS ____ DAY OF _____, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Deputy Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

2021 International Fire Code Adoption

Agenda Date: Town Board Meeting - November 14, 2023

Attachments: a. Revised draft of Section 18 of the Frederick Municipal Code
1. Proposed Revised Fire Code Ordinance No. 1391

Finance Review:

Administrative Services

Submitted by:

Chuck Sandifer
Chief Building Official

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:



- **Effective, Efficient Strategic Government Operations** - This request aligns with Section 1.2 of the Strategic Plan by updating the Town of Frederick Municipal Code.



- **Safe & Secure** - This request aligns with Section 5.2 of the Strategic Plan by improving public safety via more robust safety practices outlined in the updated codes.



- **Community and Economic Vitality**

Built on What Matters.

Summary Statement:

Staff request the Board of Trustees adopt Ordinance No. on first reading and set a public hearing for December 12, 2023. The Frederick Firestone Fire Protection District has previously adopted the International Fire Code. As a result, the Town is also required to mirror that action to ensure consistency between the two bodies.

Detail of Issue/Request:

Update the following codes:

2018 IFC to the 2021 IFC (International Fire Code) (Already adopted by FFFD).

Adopting the newer codes would make the Town of Frederick consistent with other municipalities. There would be better code consistency for contractors coming into Frederick to do work. The State of Colorado will be adopting the 2023 NEC statewide soon.

Over the course of the summer and fall 2023, potential applicants seeking to develop or build in Frederick have been advised that the Town anticipates adopting this version of building codes in the future. In addition, notifications will be sent to all contractors licensed in Frederick via email if adopted advising of the implementation date. That notification has the Building Division email link for questions, concerns, or comments. The anticipated date for implementation is January 1, 2024. As required for public hearings, an official public notice will be published in the Longmont Times Call.

Notifications shall also be posted:

- Frederick Flash
- Frederick Facebook and Twitter pages
- Frederick Newsletter

All publications will have the Building Division email address for questions, concerns, or comments.

Legal Comments:

New code verbiage has been reviewed and edited. The Town Attorney has drafted the ordinances as resolutions. A full listing of those proposed edits will be provided for the public hearing.

Alternatives/Options:

The Town has the option of not approving the 2021 International Fire Code. This is not recommended as consistency between the two governing entities is necessary to ensure effective customer service.

Financial Considerations:

There will be no cost impact for adopting all updated building codes.

Staff Recommendation:

Staff recommends the Board of Trustees approve Ordinance No. 1391 on first reading and set a public hearing for December 12, 2023. Staff will be present at the November 14, 2023 meeting to answer questions the Board might have.

TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1391

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING
CHAPTER 18, ARTICLE III OF THE FREDERICK MUNICIPAL CODE
REGARDING BUILDING REGULATIONS BY ADOPTION OF THE 2021
EDITION OF THE INTERNATIONAL FIRE CODE WITH LOCAL
AMENDMENTS, AND PROVIDING A PENALTY.**

WHEREAS, the adoption of the codes enumerated in this chapter is necessary to protect life, health, and property within the Town, to prevent nuisances within the Town, to preserve and enforce the general welfare, and to protect safety, order and security of the Town and the inhabitants thereof.

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

Section 1. Section 18-71 of the *Frederick Municipal Code* is hereby repealed in its entirety and reenacted to read as follows:

“18-71 2021 Edition of the International Fire Code, adopted.

(a) Subject to the amendments set forth in Section 18-71.5 below, the **2021 edition of the *International Fire Code*[®]** as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, November 2020, including the outline of contents, index, Chapters 1 through 80 inclusive, and Appendices B through N, is hereby adopted and incorporated by this reference as part of this Building Code. The **2021 edition of the *International Fire Code*[®]** shall have the same force and effect as if set forth in this chapter in every particular, save and except such portions as are added, amended, deleted, or replaced in this chapter. All references in this code to the ***International Fire Code*[®]** are to the 2021 edition of the International Fire Code referenced above with the local amendments set forth in Section 18-71.5. The purpose and subject matter of the ***International Fire Code*[®]** is to:

- (1) Regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices;
- (2) Provide greater safety and protection to the public from conditions hazardous to life or property in the occupancy of buildings or premises; and
- (3) Provide for the issuance of permits and collection of fees therefor.

(b) The Town Clerk shall maintain sufficient copies of the International Fire Code as required by law in the Town Hall.

(c) The International Fire Code adopted herein shall be enforced by the Frederick-Firestone Fire Protection District having jurisdiction within the Town and which shall serve as the Bureau of Fire Prevention of the Town.

18-71.5 Additions and deletions.

The following additions, amendments and deletions are made to the International Fire Code.

Section 111.1 of the International Fire Code is amended to read:

In order to hear and decide appeals of orders, decisions or determinations made by the Fire Code Official in the application and interpretation of this International Fire Code, there is hereby created a board of appeals. The three-member board of appeals shall be comprised of the Chief Building Official, the Fire Chief, and an independent fire safety engineer, architect, industrial hygienist, or other qualified individual with expertise in interpreting and applying this International Fire Code with respect to the specific issues being appealed, and who is mutually agreed upon by the Chief Building Official and the Fire Chief. The board of appeals may adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a copy to the Fire Code Official.

Section 111.3 is deleted in its entirety.

Section 904.1 is amended to read:

General. Automatic fire-extinguishing systems, other than automatic sprinkler systems, shall be designed, installed, inspected, tested, and maintained in accordance with the provisions of this section and the applicable referenced standards. Alarms shall be required to indicate the operation of alternative automatic fire-extinguishing systems, distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. All alternative automatic fire-extinguishing systems shall be monitored by a building fire alarm system in accordance with NFPA 72.

Section 904.3.4 is amended to read:

Alarms and warning signs. Alarms shall be required to indicate the operation of automatic fire-extinguishing systems. Distinctive audible, visible alarms and warning signs shall be provided to warn of pending agent discharge. Where exposure to automatic-extinguishing agents poses a hazard to persons, and a delay is required to ensure the evacuation of occupants before agent discharge, a separate warning signal shall be provided to alert occupants once agent discharge has begun. Audible signals shall be in accordance with Section 907.5.2.

Section 904.3.5 is amended to read:

Monitoring. All automatic fire-extinguishing systems shall be monitored by a building fire alarm system in accordance with NFPA 72.

Section 907.2.7.1 is deleted in its entirety.

Appendix A of the International Fire Code is deleted in its entirety, and the following new Appendix A is added:

Appendix A – Board of Appeals

Section A101 – General.

A101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the International Fire Code pursuant to the provisions of Section 108. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants, the Fire Code Official, and other interested parties pertaining to the application and intent of this International Fire Code for the purpose of issuing orders pursuant to these provisions.

A101.2 Membership. The three-member board shall consist of the Chief Building Official, the Fire Chief, and an independent fire safety engineer, architect, industrial hygienist, or other qualified individual with expertise in interpreting and applying this code with respect to the issues being appealed. The Fire

Chief and the Chief Building Official shall mutually agree upon the individual to serve as the third board member.

A101.3 Quorum. All three members of the board are required for a quorum. In varying the application of any provisions of this International Fire Code or in modifying an order of the Fire Code Official, an affirmative vote of at least two of the three board members is required.

A101.4 Secretary of the Board. The Fire District's Administrative Assistant shall serve as the secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, and the vote of each member.

A101.5 Meetings. The board shall meet within ten (10) days after notice of appeal has been received, or as soon thereafter as practicable.

A101.6 Procedures. The board shall establish rules and regulations for its own procedures not inconsistent with the provisions of the Frederick Municipal Code and laws of the State of Colorado.

A101.7 Decisions. Every decision shall be promptly filed in writing in the office of the Fire Code Official, the town administrator, and town clerk and shall be open to public inspection. A copy of such decision shall be kept publicly posted in the office of the Fire Code Official for twenty-one days (21) days after filing. A certified copy of the board's decision shall be sent by mail or otherwise to the appellant by the Fire Code Official.

A101.8 Board of Trustees Review. The town board of trustees, at its discretion and by motion, may review any decision of the board of appeals within twenty-one (21) days after the date of issuance of the board's written decision. In the event of such review, the following procedures shall apply:

A101.8.1 The board of trustees shall consider the board's decision at a public hearing held subsequent to the meeting at which the decision was made and notice of such public hearing shall be provided to the appellant at least five (5) days in advance of the public hearing.

A101.8.2 The board of trustees call up review process shall be discretionary; in addition to the information submitted at its public hearing, the board of trustees may receive and consider the board's minutes, any staff reports, and reviews and recommendations provided by town staff or fire district staff, and such other information as the board of trustees determines relevant to review of the decision subject to its call up.

A101.8.3. The board of trustees may uphold, reverse, or modify the decision of the board. The board of trustees' decision shall be promptly filed in writing in the office of the Fire Code Official and the town clerk and shall be open to public inspection. A copy of such board of trustee's decision shall be kept publicly posted in the office of the Fire Code Official for twenty-one days (21) days after filing. A certified copy of the board of trustees' decision shall be sent by mail or otherwise to the appellant by the town clerk.

A101.8.4 Failure of the board of trustees to formally determine to review a decision of the board of appeals prior to the expiration of twenty-one (21) days after the date of issuance of the board's written decision shall render the board's decision final for purposes of judicial review.

Section 2. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 3. Certification. The Town Clerk shall certify to the passage of the ordinance codified herein, and not less than one (1) copy of the codes adopted by this Article, shall be kept in the

office of the Town Clerk at all times and may be inspected by any interested person at any time during regular offices hours but may not be removed from the Town Clerk's office except upon proper order of a court of law. Copies of the codes adopted by this Article may be purchased from the Town Clerk upon the payment of a fee to be set by resolution of the Board of Trustees.

Section 4. Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The Town Board of Trustees hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses, or phrases are declared invalid.

Section 5. Repealer. All ordinances, resolutions, and motions of the Board of Trustees of the Town of Frederick, or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed; provided, that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

INTRODUCED, READ, AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tracie Crites, Mayor

INTRODUCED, READ, PASSED AND ADOPTED FOLLOWING A PUBLIC HEARING THIS ____ DAY OF _____, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tracie Crites, Mayor

ADOPTED AS THE FIRE CODE OF THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT AS OF THE EFFECTIVE DATE OF THIS ORDINANCE— C.R.S. §32-1-1002(1)(d)

**Board of Directors of the
Frederick-Firestone Fire Protection District,
a political Subdivision of the State of Colorado**

ATTEST:

By: David Stout 7-10-23
David Stout, President Date

By: Robert E. Freeman
Robert Freeman, Secretary Date



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

Town Clerk Reporting Structure

Agenda Date: November 14, 2023

Attachments: a. Resolution 23-R-47

Finance Review:

Administrative Services

Submitted by:

Bryan Ostler
Town Manager

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:



Efficient, Effective & Strategic Government Operations- As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the communities' expectations and exemplify the fact that Frederick is Built on What Matters, its people.

Summary Statement:

Built on What Matters.

As part of the opportunity to provide efficiency through organizational structure consistency and to align with municipalities our general size and larger, the Board directed staff to have the reporting structure change for the Town Clerk from reporting directly to the Board to reporting to the Town Manager.

Detail of Issue/Request:

Based on best practices within local government, and as the organization continues to grow and provide the best level of service to the community, having the reporting structure change to the Town Manager will provide day to day consistency of service level for this department. The Town Clerk Department plays a key role in maintaining records, elections services, licensing services (business and liquor licenses), coordinating boards, commissions, and committees as required by the Board of Trustees, and oversees the municipal court operational functions.

By having the reporting structure changed and clarified to report to the Town Manager, this will provide clarity as a regular benefited employee designation under our employee manual policy. Additionally, the access of information and level of service to the Board from the Town Clerk Department will continue to be directly with the Town Clerk Department to keep information moving efficiently and effectively.

Legal Comments:

Colorado Revised Statutes § 31-4-304 provides in part that “The board of trustees shall appoint a clerk, treasurer, and town attorney...” and other officers for the good government of the Town. Similar to the way that we have operated with the treasurer being appointed by the Board but reporting through the finance department to the Town Manager, the Town Clerk’s office can be an appointment by the Board that reports to the Town Manager. The Frederick Municipal Code is not explicit on the reporting structure of either the Treasurer or Clerk providing flexibility. As the continued work in updating the municipal code continues, it is anticipated that an overhaul of the entirety of Chapter 2 will further clarify this matter. However, an update is not needed immediately.

Alternatives/Options:

The options would be to have the position report to the Board, report to the Town Manager, or a hybrid of reporting to the Board and Town Manager for day-to-day operations.

Financial Considerations:

N/A

Staff Recommendation:

Staff recommend moving forward to have the reporting structure of the Town Clerk report to the Town Manager, consistent with best practices and provide consistency for service delivery.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-47**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO CHANGE
THE REPORTING STRCUTURE OF THE TOWN CLERK TO REPORT TO
THE TOWN MANAGER**

WHEREAS, in accordance with the Board of Trustee's direction in operation of Effective, Efficient and Strategic Government Operations; and,

WHEREAS, the Board of Trustees finds the reporting structure of the Town Clerk Department change will further provide organizational consistency and clarity; and,

WHEREAS, the Board of Trustees previously adjusted the reporting structure for the Town Treasurer to report through the Town Manager.

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

1. The Board of Trustees will appoint the Town Clerk as contemplated in Colorado Revised Statutes § 31-4-304 and Frederick Municipal Code § 2-52 with the Town Clerk reporting to the Town Manager to provide clarity, efficiency, and consistency as a regular full time benefited employee.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 14TH DAY OF NOVEMBER,
2023.**

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Kelly Green, Deputy Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

40 Colorado-Big Thompson Unit Purchase Consideration

Agenda Date: Town Board Meeting – November 14, 2023

Attachments:

- a. Resolution 23-R-48
- b. Purchase and Sale Agreement

Finance Review: _____
Administrative Services

Submitted by: _____
Sarah Watson
Civil Engineer II

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

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

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

Summary Statement:

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

Detail of Issue/Request:

In accordance with the recently adopted 10-Year Water Supply Plan staff have been in contact with Josie Kincaid with Urealty about the purchase of 40 units of Colorado-Big Thompson water from Kenjo Legacy, LLC and A.W. Kechter, LLC. The Plan recommends purchasing C-BT water when it is

Built on What Matters.

available to the Town as the cost of C-BT units are projected to continue to increase. The proposed 2024 Budget included funds for the purchase of this block 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 2024 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 2024 Capital Budget does not include appropriations for this purchase the contract will be void.

The units are being offered at \$63,000 per unit for a total of \$2,520,000. The Town is also being asked to pay the 2.5% Broker fee to the seller's Broker.

Legal Comments:

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

Alternatives/Options:

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

Financial Considerations:

The proposed 2024 budget includes funds for the purchase of C-BT units and the 2024 Capital Budget, and the Water Fund has adequate funds to purchase this block of 40 units in 2024.

Staff Recommendation:

Staff recommends the approval of resolution 23-R-48 for the purchase of 40 units of C-BT from Kenjo Legacy, LLC and A.W. Kechter, LLC in 2024.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-48**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE PURCHASE OF 40 UNITS OF C-BT WATER
FROM KENJO LEGACY, LLC AND A.W. KECHTER, LLC**

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

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

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

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

WHEREAS, the Board of Trustees authorizes the Mayor and Town Attorney to execute the Temporary Use Permits and contracts for the purchase of those respective units in 2023; and

WHEREAS, in the 2024 Capital Budget, it is anticipated that the Town Board of Trustees will authorize the appropriation and expenditures of funds from the water fund; and

WHEREAS, the closing date will be in January after the Town of Frederick Budget approval including appropriations for the purchase and the Northern Water Board meeting approval of the transfer; and

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

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

a. The Rocky Mountain Conference of Seventh-day Advent Kenjo Legacy, LLC and A.W. Kechter, LLC; 40 units of CBT water at \$63,000 per unit for a total of \$2,520,000 plus a 2.5% Broker fee.

Section 2. The proposed 2024 Capital Budget for the Town of Frederick includes funds for C-BT unit purchases.

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 14TH DAY OF
NOVEMBER, 2023.**

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Deputy Town Clerk

By _____
Tracie Crites, Mayor

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

This Agreement for Sale and Purchase of Units of Colorado-Big Thompson Project (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between Kenjo Legacy, LLC and A.W. Kechter, LLC (“Seller”), and the Town of Frederick, a Colorado municipal corporation (“Town”) (each a “Party” and together the “Parties”).

Recitals

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

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

- 1. **Purchase Price.** The purchase price for Seller’s C-BT Units is \$63,000 per unit, for a total of \$2,520,000 (“Purchase Price”).
 - 1.1 The Parties agree that Land Title Guarantee Company, 772 Whalers Way, Suite 100 Fort Collins, CO 80525, will act as the escrow agent for this transaction (“Escrow Agent”), according to the Escrow Agreement and Instructions attached as **Exhibit A**.
 - 1.2 No earnest money is required for this transaction.
 - 1.3 If all pre-conditions to closing have been met, then on or before January 11th the Town shall deposit the Purchase Price and Broker Fee with the Escrow Agent, in immediately available certified funds or cash.
 - 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. Pre-conditions to closing. The Town's obligation to pay the Purchase Price and close on the transaction is expressly conditioned on each of the following:
- 2.1 Seller must have delivered to Town, at Seller's sole expense and within seven days of the date of this Agreement, copies of all documents in Seller's possession pertaining to Seller's unencumbered title to and right to transfer to the Town Seller's C-BT Units, including without limitation any property records documenting the separation of Seller's C-BT Units from specified real property and any records documenting the termination or release of any liens or encumbrances on or security interests in Seller's C-BT Units.
 - 2.2 If Seller's C-BT Units are used for irrigation of land or are tied to designated land in the records of NCWCD, Seller must have delivered to the Town, no earlier than 21 days and no later than 7 days before the Closing Date, a satisfactory ownership and encumbrance report for all such land ("O&E Report").
 - 2.3 As documented by the O&E Report, the records of NCWCD, and other records pertaining to ownership of Seller's C-BT Units, title to Seller's C-BT Units must be good and merchantable in Seller as of the Closing Date, with such title free and clear of all liens, encumbrances, assessments, and security interests. The Town shall decide, in the reasonable exercise of its sole discretion, whether and when Seller has documented good and merchantable title to Seller's C-BT Units.
 - 2.4 Seller must have completed all requirements of NCWCD for transfer of Seller's C-BT Units to the Town, and the NCWCD Board must have formally approved the transfer in writing.

- 2.5 Seller must have paid, directly to NCWCD, the transfer fee imposed by NCWCD for transfer of Seller's C-BT Units to the Town.
- 2.6 The Town's Board of Trustees must have approved the Town's acquisition of Seller's C-BT Units, including by virtue of directing the Mayor or Town administrators or staff to complete the acquisition.
- 2.7 The parties affirm, acknowledge, and agree that all of the Buyer's obligations under this Agreement are conditioned on the Town of Frederick Board of Trustees ("Town Board") approving the Town's 2024 Budget with sufficient appropriations. If appropriations are not made on or before January 7, 2024, then this agreement will be void and of no effect; providing that the parties will be free to negotiate another agreement.

3. Seller's warranties.

- 3.1 Seller warrants that it has, or that by the Closing Date it will have, good and marketable title to Seller's C-BT Units, along with the right and privilege to sell the same.
- 3.2 Seller warrants that there are, or that by the Closing Date there will be, no outstanding liens, mortgages, or other encumbrances on title to Seller's C-BT Units.
- 3.3 Seller warrants that no NCWCD fees or assessments are, or that by the Closing Date no NCWCD fees or assessments will be, outstanding or due and owing on Seller's C-BT Units.
- 3.4 Seller warrants that no other person or entity holds preemptive rights to purchase or lease Seller's C-BT Units.
- 3.5 Seller warrants that it has not entered into any agreement with a third party with respect to Seller's C-BT Units that may result in liability or expense to the Town based on the Town's acquisition of all or any portion of Seller's C-BT Units.
- 3.6 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any litigation, claim, or proceeding of any type, pending or threatened, that in any matter affects or pertains to Seller's C-BT Units.
- 3.7 Seller warrants that it has received no actual notice of and that Seller has no other knowledge of any existing violation of any federal, state, or local law, code, ordinance, rule, regulation, or requirement pertaining to Seller's C-BT Units.

4. NCWCD assessments. On the Closing Date, the NCWCD fees and assessments documented to have been paid on Seller's C-BT Units for the then-current water year will be pro-rated between the portion of the water year ending on the Closing Date and the portion of the water year remaining as of that date. The NCWCD fees and assessments for the portion of the water year remaining on the Closing Date ("NCWCD Fee and Assessment Credit") will be credited to Seller in the closing statement and paid to Seller out of the Escrowed Funds.
5. Use of water allocated to Seller's C-BT Units. Beginning on the day after the Closing Date, the Town will have sole use of water allocated by NCWCD to Seller's C-BT Units. Before and through the Closing Date, Seller will retain sole use of such water unless Seller and the Town enter into a separate agreement for the Town's temporary use of the water allocated to Seller's C-BT Units.
6. NCWCD requirements.
 - 6.1 The Parties shall promptly execute and deliver to NCWCD all required applications and other documentation required by NCWCD for transfer of Seller's C-BT Units to the Town, including without limitation an Application for a Temporary Use Permit, an Affidavit Regarding Base Water Supply, a completed Application for Change of Class D Allotment Contract, and any other documents required by NCWCD on or before December 1, 2023. 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 48 hours of written approval of Northern Water 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 January 31, 2024, is the “Closing Date.”
- 8.2 Performance of closing. On the Closing Date, the Escrow Agent shall perform as described in the Escrow Agreement and Instructions attached as **Exhibit A**, including without limitation by distributing the total amount due to seller (Purchase Price + final NCWCD Fee and Assessment Credit – escrow and closing fees – any Seller Broker’s Fee) by wire transfer or in other immediately available funds; by distributing payment of the broker commission described in paragraph 1.5 above directly by check or wire transfer; and by delivering to the Parties, by FedEx, UPS, or other delivery service with tracking, any final instruments or other documents memorializing the transaction, including without limitation the Bill of Sale and Assignment described in paragraph 8.3 below and Seller’s Certification of Warranties described in paragraph 8.4 below.
- 8.3 Bill of Sale and Assignment. No later than seven days before the Closing Date, Seller shall deliver to the Escrow Agent a good and sufficient Bill of Sale and Assignment acceptable to the Town and substantially in the form of attached **Exhibit B**. Seller shall execute the Bill of Sale and Assignment, but leave it undated; the Escrow Agent shall handwrite in the date on the Closing Date.
- 8.4 Seller’s Certification of Warranties. No earlier than seven days and no later than one day before the Closing Date, Seller shall deliver to the Escrow Agent a written certification that Seller’s warranties given in paragraph 3 above remain true and correct as of the Closing Date. 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:

Kenjo Legacy LLC
8111 Loudon Circle
Windsor, CO 80528

-and-

A.W. Kechter, LLC
2721 Harvest View Way
Fort Collins, CO 80528

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:

Donna Mancini
Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, CO 80525
dmancini@ltgc.com

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

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

11. Successors and assigns. This Agreement benefits and burdens the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder except with the prior written consent of the other Party.
12. Amendment or modification. This Agreement may be modified only by a signed writing executed by the Parties with the same formality as was this Agreement.
13. Time of the essence. Time is of the essence under this Agreement.
14. Attorney fees and other litigation costs. If either party initiates a court proceeding to enforce any provision of this Agreement, including without limitation an action for specific performance or for damages, the non-prevailing Party shall pay the prevailing Party's costs and fees for the proceeding, including reasonable attorney fees and reasonable expert witness fees.
15. Venue. The sole venue for any action to enforce this Agreement will be the District Court for Weld County, Colorado.
16. No continuing waiver of default. A party's waiver of any instance of default under this Agreement will not constitute a continuing waiver of any subsequent default concerning either the same or any other provision hereof.
17. No waiver of governmental immunity. Nothing in this Agreement constitutes or is to be deemed or construed as constituting a waiver of any privilege or immunity available to the Town under the statutes and constitution of the State of Colorado, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -119, as it may be amended.
18. Headings for convenience only. Paragraph headings and titles in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any term of this Agreement.
19. Non-severability. Each paragraph and sub-paragraph of this Agreement is intertwined with the others and is not severable unless by mutual written consent of the Parties.
20. Entire agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior oral or written agreements pertaining to that subject matter have been merged or integrated into this Agreement.
21. Authority to execute Agreement. Each Party represents and warrants that the individual(s) executing this Agreement on that Party's behalf is authorized to do so and to bind such Party to the Agreement's terms. Each Party further represents and warrants that it is legally entitled to enter into this Agreement and to consummate the transaction described herein.

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

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

SELLER:

Kenjo Legacy LLC

By: _____
Name: Denise Miles

A.W. Kechter, LLC

By: _____
Name: Ronald A. Kechter

STATE OF COLORADO)

ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Signatures continue on next page.

PURCHASER: Town of Frederick, a Colorado municipal corporation

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
_____, Deputy 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

**Exhibit A to Purchase and Sale Agreement
Form of Escrow Agreement and Instructions**

ESCROW AGREEMENT AND CLOSING INSTRUCTIONS

_____, 2023

Donna Mancini
Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, CO 80525
dmanci@ltgc.com

Re: Escrow Agreement and Joint Closing Instructions – Agreement for Purchase and Sale of Colorado-Big Thompson Units

Dear Ms. Osborn:

This letter constitutes the Escrow Agreement and Joint Closing Instructions (“Escrow Agreement”) of Kenjo Legacy, LLC and A.W. Kechter, LLC (“Seller”); the Town of Frederick, a Colorado municipal corporation (“Town”); and Stewart Title Company (“Title Company”) in connection with the transaction contemplated by Seller’s and the Town’s Agreement for Purchase and Sale of Colorado-Big Thompson Units dated _____ (“PSA”). A copy of the PSA is attached as **Exhibit A**. Any capitalized term used but not defined in this Escrow Agreement takes the meaning given to that term in the PSA.

1. Delivery of Closing Documents. The documents listed on **Schedule 1** (“Closing Documents”) are hereby delivered to you or will be delivered to you no later than 2:00 p.m. on the Closing Date, to be held in escrow in accordance with the terms of this Escrow Agreement.
2. Delivery of Escrowed Funds. No later than 2:00 p.m. on the Closing Date, the Town shall deposit the Escrowed Funds with you either (i) in accordance with your wiring instructions attached as **Exhibit B-1**; or (ii) in cash or other immediately available funds.
3. Disbursement of Escrowed Funds. As soon as all of the following conditions to closing have been met, you shall promptly disburse the Escrowed Funds in accordance with the wiring instructions attached as **Exhibit B-2** and the statement attached as **Exhibit C** (“Settlement Statement”):
 - 3.1 Title Company has received via wire transfer or in other immediately available funds, from or on behalf of the Town, the Escrowed Funds;
 - 3.2 Title Company is unconditionally prepared to disburse the Escrowed Funds by wire transfer in accordance with the Settlement Statement;
 - 3.3 Title Company has received all of the Closing Documents, fully executed and notarized as appropriate, but undated;

- 3.4 Title Company has confirmed that the correct exhibits are attached to all Closing Documents;
 - 3.5 Title Company has dated all Closing Documents as of the Closing Date;
 - 3.6 Title Company is unconditionally prepared to deliver to the Town, by FedEx, UPS, or another delivery service with tracking capability, the originals of the Closing Documents; and to deliver to Seller, by the same means, copies of the Closing Documents;
 - 3.7 Title Company is unconditionally prepared to deliver to Northern Colorado Water Conservancy District ("NCWCD"), by one of the means described in Section 3.6 above, copies of specified Closing Documents; and
 - 3.8 Title Company has been instructed to close this transaction by _____ on behalf of Seller and by the Town Attorney, Jason Meyers, on behalf of the Town, with such instruction acceptable only in written form (including as an email message) that copies the other Party.
4. Closing. As soon as all of the conditions to closing described in Sections 3.1 through 3.8 above have been fully met, and immediately after disbursing the Escrowed Funds in accordance with the Settlement Statement, Title Company shall take the following action to complete the closing:
- 4.1 Deliver the original Bill of Sale and Assignment (Closing Document No. 1) and the original Seller's Certification of Warranties (Closing Document No. 2) to the Town by one of the means described in Section 3.6 above and to the address given on **Exhibit D-1.**
 - 4.2 Deliver copies of all Closing Documents other than Closing Document Nos. 1 and 2 to the Town by one of the means described in Section 3.6 above and to the address given on **Exhibit D-1.**
 - 4.3 Deliver copies of all Closing Documents to Seller by one of the means described in Section 3.6 above and to the address given on **Exhibit D-2.**
 - 4.4 Deliver copies of Closing Document Nos. ____ through ____ to NCWCD by one of the means described in Section 3.6 above and to the address given on **Exhibit D-3.**
5. Title Company's representations, warranties, and agreements. Title Company's disbursement, release, or delivery of the Escrowed Funds or any document delivered to Title Company under this Escrow Agreement constitutes (i) Title Company's representation and warranty that all conditions set forth in this Escrow Agreement have been satisfied; and (ii) Title Company's unqualified, unconditional, and irrevocable agreement to disburse the Escrowed Funds in accordance with the Settlement Statement.

Title Company understands, acknowledges, and agrees that under no circumstance may Title Company date documents, disburse Escrowed Funds, distribute documents, or take any other action to finalize the closing at any time prior to the Closing Date.

6. Amendment. The closing instructions within this Escrow Agreement are subject to joint revision by written agreement of (i) the Town Attorney, Jason Meyers, on behalf of the Town and (ii) _____ on behalf of Seller at any time prior to the closing.

If the terms of this Escrow Agreement are acceptable to Title Company, please confirm your agreement to comply with those terms by signing a copy of this letter and returning one executed copy to the undersigned by email attachment. Your release and disbursement of the Escrowed Funds will, in any event, conclusively evidence your unconditional agreement to abide by the terms and provisions of this Escrow Agreement.

This Escrow Agreement may be executed in one or more counterparts, including by an electronic scan of an original signature, and when signed by each of the Town, Seller, and Title Company will constitute a single binding agreement.

Please advise if you need anything further from the Town or Seller. We appreciate your assistance with this closing.

Sincerely,

Jason Meyers, Town Attorney
Purchaser, Town of Frederick

Name: _____
Title: _____

THE UNDERSIGNED ACCEPTS THE FOREGOING INSTRUCTIONS, TERMS, AND CONDITIONS, AND HEREBY AGREES TO COMPLY STRICTLY THEREWITH:

LAND TITLE GUARANTEE COMPANY

By: _____
Name: Donna Mancini
Title: _____
Date: _____

**Exhibit A to Escrow Agreement and Closing Instructions
PSA**

**Exhibit B-1 to Escrow Agreement and Closing Instructions
Title Company's Wiring Instructions**

**Exhibit B-2 to Escrow Agreement and Closing Instructions
Wiring Instructions for Seller and Brokers**

**Exhibit C to Escrow Agreement and Closing Instructions
Settlement Statement**

Form of Settlement Statement

Escrowed funds (1): _____

Description – charges and credits	Town charge	Town credit	Seller charge	Seller credit	Broker credit	Title Company credit
Purchase Price (2)				\$2,520,000		
NCWCD Fee and Assessment Credit (3)	\$			\$0		
Town Broker's Fee to [[Name]] (4)	0				[\$]	
Seller Broker's Fee to [[Name]] (5)					\$63,000	
Title/escrow charges						
Escrow and closing fee to Title Company (6)	\$400		[\$]			[\$]
Estimated delivery fees – Closing Documents (7)			[\$]			[\$]

Disbursements and balance of Escrowed Funds

Description	Formula	Amount	Escrowed Funds balance
Beginning balance		\$	[[same as (1)]]
Cash to Seller (8)	(2) + (3) – (5) – (6) – (7)	\$2,520,000	
Cash to Town Broker (9)	(4)		
Cash to Seller Broker (10)	(5)	\$63,000	
Cash to Title Company (11)	(6) + (7)		
Cash to Town (refund of overage)	(1) – (8) – (9) – (10) – (11)		\$0

Exhibit D-1 to Escrow Agreement and Closing Instructions
Delivery information – Town

Exhibit D-2 to Escrow Agreement and Closing Instructions
Delivery information - Seller

Exhibit D-3 to Escrow Agreement and Closing Instructions
Delivery information – NCWCD

Schedule 1
Closing Documents

Closing Documents

1. Original Bill of Sale and Assignment
2. Original Seller's Certification of Warranties
3. [[Add list of NCWCD documents – confirm with Sherri Rasmussen.]]

**Exhibit B to Purchase and Sale Agreement
Form of Bill of Sale and Assignment**

BILL OF SALE AND ASSIGNMENT

For and in consideration of the sum of \$ _____, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kenjo Legacy, LLC and A.W. Kechter, LLC ("Seller") hereby grants, bargains, sells, conveys, transfers, and assigns to the Town of Frederick, a Colorado municipal corporation, 40 units of the Colorado-Big Thompson Project ("C-BT") of the Northern Colorado Water Conservancy District ("NCWCD" or "District") standing in Seller's name on the books of NCWCD; and hereby irrevocably constitutes and appoints the secretary of NCWCD as attorney-in-fact to transfer the said units ("C-BT Units") on the books of the District.

Seller, for itself and for its successors and assigns, covenants and agrees that it is the lawful owner of the C-BT Units; that it has the right and authority to sell, convey, transfer, and assign the C-BT Units; and that the C-BT Units are free and clear of liens, encumbrances, assessments, security interests, prior or preemptive rights of purchase, leases, or other pending conveyance agreements or rights of first refusal.

By: _____
Seller:

By: _____
Seller:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



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

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD A CONTRACT FOR FACILITIES MASTER PLAN AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT

Agenda Date: Town Board Meeting – November 14, 2023

Attachments:

- a. Contract
- b. Resolution 23-R-49
- c. Proposal

Finance Review: Jason Leslie
Deputy Town Manager

Submitted by: Alan Isaac
Facilities Manager

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:



Strategic, Reliable & Sustainable Infrastructure:

This request aligns with the 2022-2023 Strategic Plan by providing services to complete item 4.1

- *Complete work on a short-term and long-term Facilities Master Plan taking into account the growth needs of the Town.*

Summary Statement:

Proposals to complete a Facilities Master Plan were opened on June 30, 2023 and staff is providing a recommendation for the award of this project to the most qualified consultant.

Built on What Matters.

Detail of Issue/Request:

On May 31, 2023 the Town solicited proposals to complete a Facilities Master Plan. Five firms submitted proposals which were reviewed by a selection committee comprised of Town staff.

Staff is recommending this contract be awarded to Farnsworth Group, Inc. as the lowest qualified bidder.

Awarding this contract will obtain the necessary services to complete Item 4.1 of the 2022-2023 Strategic Plan- Complete Facilities Master Plan. These services will include, but are not limited to:

- Needs Assessment and Data Collection
 - o Develop Needs Assessment Report with all stakeholders
 - o Conduct assessments of each facility to evaluate current conditions, functional adequacy, and limitations. Safety and security will be reviewed along with overall efficiencies and use of space.
- Analysis and Planning
 - o Analyze data and develop Facilities Master Plan
 - o Define a phased approach for implementing the master plan in short-term, intermediate, and long-range
 - o Prioritize projects based on urgency, impact, and available resources, along with estimate of probable costs for construction projects in each phase.
- Conceptual Design and Documentation
 - o Conceptual floor plans
 - o Phasing and Implementation Plan
 - o Presentation to Town Board of Trustees
- Final Documentation and Deliverables
 - o Comprehensive Facilities Master Plan
 - o Matrix of Prioritized Projects- includes projects, estimated costs, recommended timeline for implementation.

Legal Comments:

Contract has been reviewed by Town Attorney along with drafting the resolution.

Alternatives/Options:

The Town has the option of awarding the contract for this work, to reject any and all negotiated scope and fee and not proceed with the Facilities Master Plan this year or re-bid a different contract scope with budgeted funds.

Financial Considerations:

The budget for this contract has been identified for use by the Capital Facilities Fund and will not exceed \$184,250.00 as listed on the resolution.

Staff Recommendation:

Staff recommends that the Board award the contract and approve Resolution 23-R-49.



GENERAL CONDITIONS

Date: October 9, 2023
Client: Town of Frederick
Project: Facilities Master Plan – 0230829.00

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by

applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed. Furthermore, notwithstanding anything to the contrary herein this Agreement, this provision shall be subject to the Colorado Open Records Act.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed to the physical address or electronic mail address shown below for, or such other address as may be designated for Notice by such Party:

If to Client:
Town of Frederick Facilities Department
Attn: Alan Isaac
401 Locust Street
Frederick, CO 80530

With a copy to:
Town Attorney
PO Box 435
Frederick, CO 80530

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Terry Rucker
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: trucker@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Ryan Perras
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client and Farnsworth Group shall not transfer or assign any rights under or interest in the Agreement, without the written consent of the other party.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 120 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Colorado law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to absolve and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to reimburse Farnsworth Group and/or any subconsultant for actual time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy, provided 1) the loss, damage, injury and claim is directly, in whole or in part, due to Client's error, omission or negligence; and/or 2) and/or the said reimbursement, which shall be proportionate to the Client's error, omission or negligence, is pursuant to Colorado statutes. Nothing contained herein is intended to be a waiver of Client's governmental immunity pursuant to the Colorado Governmental Immunity Act

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or

unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to absolve and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's

personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to absolve and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to reimburse Farnsworth Group and/or any subconsultant for any actual time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such reimbursement to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy, provided 1) the loss, damage, injury and claim is directly, in whole or in part, due to Client's error, omission or negligence; and/or 2) and/or the said reimbursement, which shall be proportionate to the Client's error, omission or negligence, is pursuant to Colorado statutes. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act. Nothing contained herein is intended to be a waiver of Client's governmental immunity pursuant to the Colorado Governmental Immunity Act

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental

Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado without regard to conflict of law principles.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-49**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR FACILITIES MASTER PLAN AND AUTHORIZING THE
TOWN MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town has solicited proposals for the 2023 Facilities Master Plan project; and,

WHEREAS, the Board of Trustees finds that the lowest responsible bidder for this contract award is Farnsworth Group.

**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 proposal of Farnsworth Group in an amount not to exceed \$184,250.00 as the lowest responsible proposal for the 2023 Facilities Master Plan project 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 ____TH DAY OF _____,
2023.**

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Kelly Green, Deputy Town Clerk

REQUEST FOR PROPOSAL FACILITIES MASTER PLAN MAY 2023

The Town of Frederick is in need of professional services to develop master plans for the Town and its facilities. These professional services are expected to be interdisciplinary in nature, including planners, engineers, architects, and other providers that may help fulfill the intent of the project. Reviewing staffing plans and analyzing the impacts of the COVID- 19 pandemic and the subsequent changes in Town operations will be important to planning.

The project includes, but is not limited to, production of a comprehensive master plan for the Civic Center/downtown properties located at Fifth and Locust in Frederick or potentially moving those facilities to a more advantageous location in Frederick. Current downtown facilities include six buildings that house the police department, town hall, administrative services, engineering, and wellness. The comprehensive master plan will identify current conditions of the buildings and grounds for Town facilities and propose future improvements to address Town needs. The final product will be a formalized long-range plan with floor plans, sketches, images, site plans, phasing, and best available estimated costs for any future phase. Constructible plans are not included in the expected deliverables and may be part of a future solicitation.

Proposals are to be submitted to the attention of the Facilities Manager for the Town of Frederick, in accordance with the Instructions to Proposers and all other requirements as referenced in this RFP. Proposals will be received until the Proposal Closing Date and time set forth on the cover page of this RFP, at which time a representative of the Town will publicly announce the names of those firms or individuals submitting proposals. No other public disclosure will be made until award of contract, if any.

The Town will use the following tentative schedule for the selection process:

- Issue requests for proposals: May 31, 2023
- Optional site walk for proposers: June 13, 2023
- Deadline for questions: June 16, 2023
- Response to questions: June 21, 2023
- Proposal Closing Date and Time: June 30, 2023 at 5:00PM MST
- Interviews with selected proposers: Week of July 1st, 2023
- Anticipated contract award: July 14, 2023

The Town reserves the right to modify this timeline at any time. Should the Proposal Closing Date and Time change, all prospective proposers will be notified.

Town of Frederick

Facilities Manager
Alan Isaac

*Farnsworth Group acknowledges receipt and understanding of the documentation provided including the RFP, as well as the site walk Q&A, and addenda 1, 2, and 3, **and communications following our proposal submission and interview.***



Julie Sass, AIA, NCARB, LEED AP BD+C
Project Manager



Terry Rucker, AIA, NCARB
Principal-in-Charge

Town of Frederick

Facilities Master Plan





Table of Contents

Cover Letter	4
Organizational Background & Overview	5
Statement of Qualifications	6
Availability of Staff and Resources Schedule	13
Approach to Providing Service	14
Personnel	17
Cost Schedule	26
General Conditions	29



223 Willow Street
Fort Collins, CO 80524
p 970.484.7477 f 970.484.7488
www.f-w.com

Town of Frederick
Facilities Department
401 Locust Street
Frederick, CO 80530

RE: Proposal for Town of Frederick Facilities Master Plan

Dear Mr. Isaac and members of the selection committee:

Farnsworth Group appreciates the opportunity to provide facilities master planning services to the Town of Frederick. As a valued client familiar with our firm, you know our commitment to delivering exceptional architectural and engineering solutions tailored to your unique needs.

We appreciate the great dialogue we had during our interview and getting to know what will make your project successful. Based on feedback in the interview, we understand the direction moving forward is a higher level master planning exercise, with less emphasis on overall facilities condition assessments and upgrades. In general, we have provided an affordable approach to bolster the planning and costing components while seeking cost-effective solutions related to engineering.

Thank you for the opportunity to align our approach to your needs. We have included modifications to our proposal noted in BOLD and red for easy reference.

As a leading full-service architecture and engineering firm with a nationwide presence and a team of over 500 dedicated professionals, we possess a wealth of expertise across various disciplines. This enables us to provide comprehensive and integrated solutions for facilities master planning that consistently exceed expectations. To further enhance our services, we have partnered with Rider Levett Bucknall, who will bring their expertise in capital planning cost-estimating to our team, adding immense value to our collective capabilities.

Having had the privilege of serving as your trusted advisor in the past, we deeply understand the specific requirements and complexities involved in master planning for the Town of Frederick. Our extensive experience in successfully delivering facilities master planning projects, coupled with our intimate knowledge of the Town's unique characteristics, positions us as the ideal partner for this crucial undertaking.

We genuinely value the relationship we have built with the Town of Frederick, as well as the trust you have bestowed upon us. It is our privilege to offer our expertise in shaping the future of the town through our facilities master planning services. With our collaborative approach, combined with our proficiency in design, analysis, and strategic thinking, we are confident that we will develop a comprehensive facilities master plan that aligns seamlessly with the Town's long-term vision.

Thank you once again for considering Farnsworth Group as your facilities master planning partner. We are excited about the opportunity to contribute to the growth and development of the Town of Frederick.

Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in blue ink, appearing to read "Julie Sass".

Julie Sass, AIA, NCARB, LEED AP BD+C
Project Manager

A handwritten signature in blue ink, appearing to read "Terry Rucker".

Terry Rucker, AIA, NCARB
Principal-in-Charge



Organizational Background & Overview



Farnsworth Group is an employee-owned, full-service design firm with over 500 engineers, architects, surveyors, commissioning authorities, technicians, and support personnel across the United States. Our firm was founded in the 1890s after a local land surveyor traveled from community to community providing services for municipalities. Farnsworth Group's earlier employees operated under the same adage that still exists today: "The client is our first priority."

Today, Farnsworth Group ranks among the top design firms in the nation by Architectural Record and Engineering News-Record magazine. With 90% repeat clients, Farnsworth Group is a leader in the A/E/C community focusing on people, passion, and performance.

We are proud to have served the Town of Frederick on multiple occasions. We have had the privilege of working closely with the Town, gaining a comprehensive understanding of its unique requirements, objectives, and challenges. This deep-rooted experience has equipped us with valuable insights and knowledge that will enable us to fulfill the needs of the Town of Frederick effectively.



RLB is experienced in master and capital planning as well as in the municipal sector and has the knowledge and capability to best assist the Town of Frederick in finding the best value and benefits in the potential relocation of their key services versus remaining at current locations. Rider Levett Bucknall prides itself in best assisting the Owner in finding the most advantageous path forward that is unique to the current goals for the Town of Frederick and the future of the municipality. With experience in phasing out work as needed and to the greatest advantage, performing detailed value engineering and cost estimating, RLB looks forward to working with the Town of Frederick to create the next step forward for this community.

Farnsworth Group and RLB will work closely with the Town of Frederick and its representatives, actively listening to their needs and aspirations, to develop a facilities master plan that reflects the community's vision and values. We are confident that our experience working with the Town, coupled with our comprehensive understanding of the solicitation, uniquely positions us to fulfill your needs. Our team is excited about the opportunity to contribute to the growth and development of the Town of Frederick.

Mission

Farnsworth Group's team of experts will champion our clients' successes, advance our communities, and embrace the challenges of a changing world.

500+
STAFF NATIONWIDE

130+
YEARS IN BUSINESS

26
OFFICES NATIONWIDE

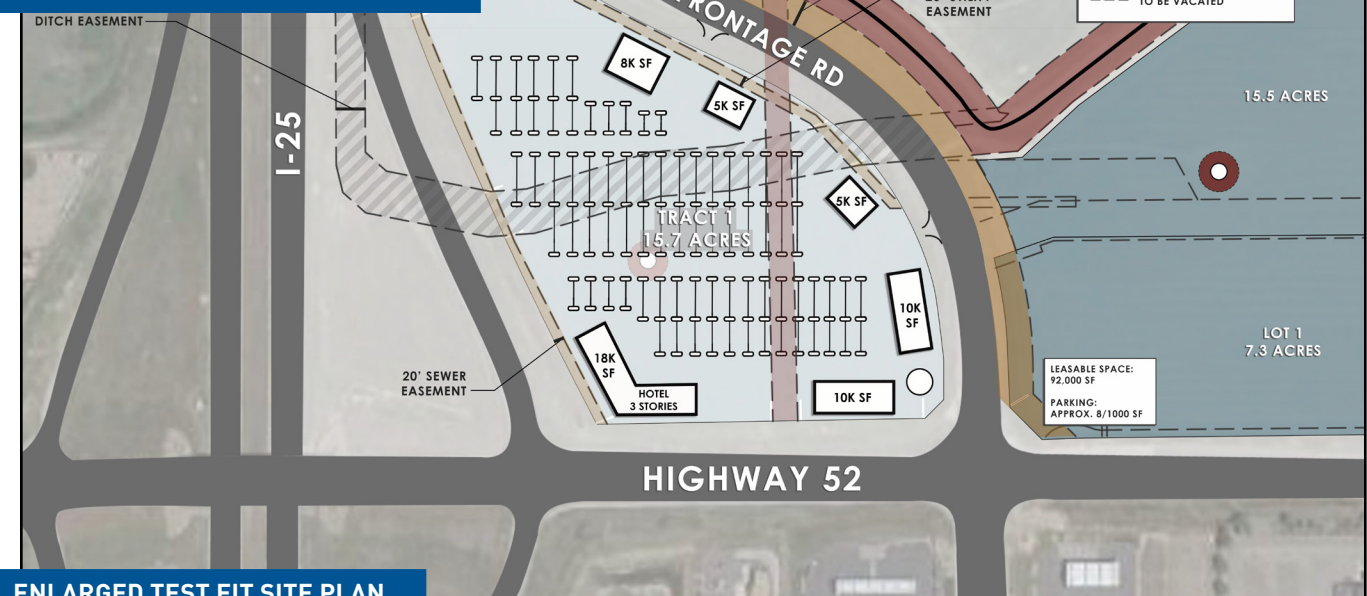
Services

Architecture
Master Planning
Interior Design
Landscape Architecture
Mechanical Engineering
Electrical Engineering
Plumbing Engineering
Structural Engineering
Civil Engineering
LEED Consulting
Commissioning
Asset Management
Land Surveying
Water System Engineering
Wastewater System Engineering
Energy & Utilities

Statement of Qualifications

Town of Frederick Master Planning I-25 and Highway 52 Sub-Area

LAND USE AND FRAMEWORK DIAGRAM



ENLARGED TEST FIT SITE PLAN

Farnsworth Group provided master planning design services for this 600+ acre multi-use site. The initial design effort included an analysis of the current sub-area plan as well as the utility and drainage constraints for the site.

This analysis along with current market conditions provided the necessary information to develop the land use diagrams and framework for potential development options. These diagrams identified land use locations, adjacencies, major nodes, and connections around the site.



Work sessions and collaboration with the Town of Frederick allowed the plan to evolve and respond to the various stakeholders impacted by the development. These land use diagrams have been further developed into test fit site plans to begin to understand the future growth possibilities and yields on a tract by tract development.

LOCATION /
Frederick,
Colorado

CLIENT /
Town of
Frederick

SCALE /
600+ Acres

COMPLETION /
Ongoing

SERVICES /
Architecture

CLIENT REFERENCE /

Ryan Johnson
Assistant Town Manager
Town of Frederick
720.382.5538
rjohnson@frederickco.gov

City of Evans Master Planning



Farnsworth Group provided master planning design services for this 16 acre greenfield site located within an existing under-served neighborhood.

The City identified this site as a key to their economic development in the near future and wanted this to not only provide additional services to the surrounding area, but also serve as a community amenity and gathering space for daily activities and events.

Work sessions with the City quickly identified these key program elements and laid the groundwork for multiple site plan options that were discussed and developed into a preferred option that addressed the needs of the City.

The resulting plan provides a creative solution to a retail and commercial office environment. Traditional retail hard corners and retail pads along the park provides high visibility to the major thoroughfares while allowing for ample unique amenity spaces for patrons to enjoy.

Connections to the surrounding neighborhood and trails were also a key component to the design and planning allowing the site to be a destination for all in the community.

LOCATION /
Evans, Colorado

CLIENT /
City of Evans

SCALE /
16+ Acres

COMPLETION /
Ongoing

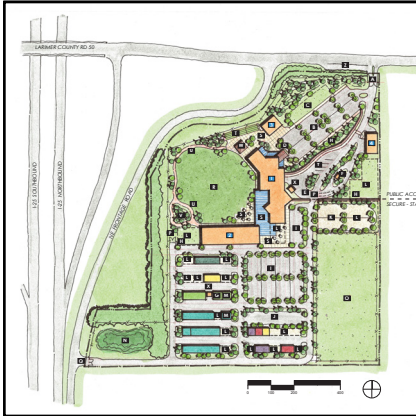
SERVICES /
Architecture

CLIENT REFERENCE /

Alison Moeding
Economic Development Director
City of Evans
970.475.1112
amoeding@evanscolorado.gov



Fort Collins Service Center, Feasibility Study and Conceptual Design



The current Fort Collins service center and office complex is situated on 4.18 acres and provides many functions for Colorado Parks and Wildlife (CPW), the public, and multiple agencies and organizations. Farnsworth Group was selected to conduct an evaluation of CPW's needs to determine the feasibility of relocating for its ability to accommodate growth and future space needs.

Additionally, we provided a site-specific conceptual design of the future facility's key buildings and associated infrastructure and provided a cost estimate for the Conceptual Design.



As part of the feasibility study, our team interviewed CPW staff and conducted a staff survey to determine the needs and wants of the end-users. The information was incorporated into conceptual space plans while considering which spaces needed to be accessed by the public and which departments required close proximity to one another.

Following the study, our team was contracted to complete a conceptual design of the buildings identified by the study. The office building is planned to accommodate public/customer service areas, non-public/staff offices, and associated infrastructure. In addition to the office building, Farnsworth Group also provided design services for equipment and storage.

LOCATION /
Fort Collins,
Colorado

CLIENT /
Colorado Parks
and Wildlife

SCALE /
4.18 acres
9,418 GSF

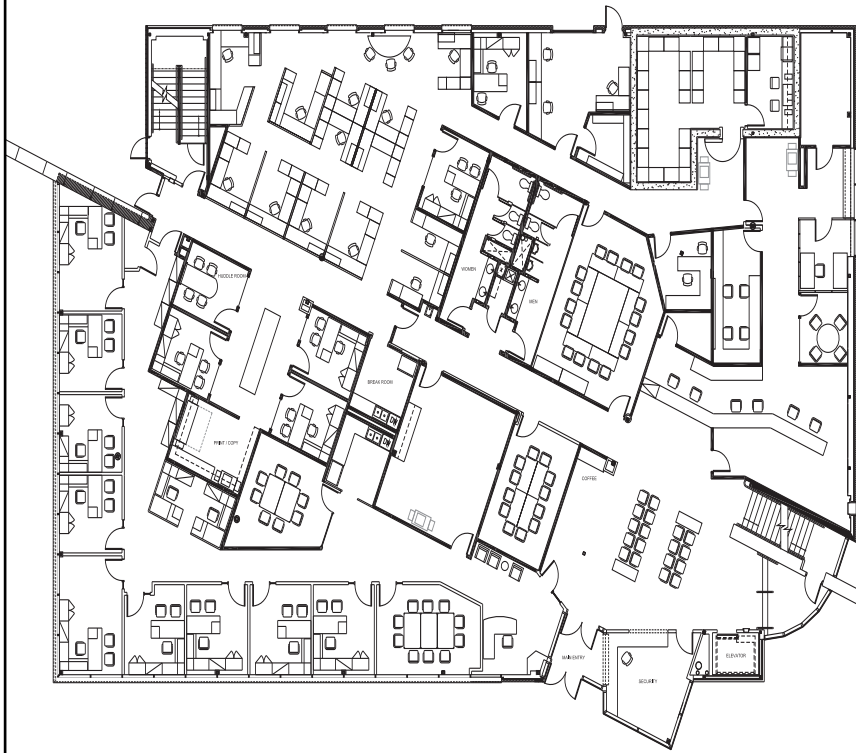
COMPLETION /
2022

SERVICES /
Architecture
Interiors
Mechanical
Electrical
Plumbing
Structural
Civil

CLIENT REFERENCE /

Paul Barker
Project Manager
Colorado Parks and Wildlife
970.491.5031
paul.barker@state.co.us

City of Centennial, On-Call Services Facilities Analysis & Master Plan



Farnsworth Group provided analysis and design services for programming and space needs over multiple City of Centennial owned facilities.

The analysis helped identify efficiencies that could be gained from consolidating or relocating City departments. This ultimately developed into a renovation strategy for their City civic center building that has helped them perform better and maximize the space.



Farnsworth Group also worked with the City of Centennial to identify many under-performing commercial retail centers and propose redevelopment strategies that could be applied to future development/redevelopment as well as the code implications of these new strategies and how they may be applied to a **facilities master plan**.

This strategy has proven to be instrumental with the City's discussions and planning with developers to allow the developer to better understand the City's vision for future development.

LOCATION /
Centennial,
Colorado

CLIENT /
City of
Centennial,
Public Works

SCALE /
Multiple
Building Sites

COMPLETION /
Multiple Task
Orders

COST /
Multiple Projects

SERVICES /
Architecture
Interior Design
Civil

Structural
Mechanical
Electrical
Surveying

CLIENT REFERENCE /

Neil Marciniak
Head of Economic Development
City of Centennial
303.754.3351
nmarciniak@centennialco.gov

Asset Management for a Confidential Corporate Client



Farnsworth Group developed a Capital Renewal Plan for four facilities in downtown Dallas totaling more than 1M SF. This plan provided the client with the necessary information to promote fact-based budgeting and future planning for capital improvements.

RESULTS /

OVER 1,200
BUILDING
SYSTEMS
ASSESSED



Farnsworth Group's role was to provide a multi-disciplinary team to assess over 1,200 systems assets, building systems, and infrastructure. Information was compiled and analyzed using software that can be easily maintained as future improvements are made to the facilities.

In addition, Farnsworth Group is providing expertise on operations and maintenance, energy management, space planning and utilization, and overall program management. Upon completion of the Capital Renewal Plan, Farnsworth Group was retained to provide professional services associated with executing elements of capital improvements identified in the plan.

LOCATION /
Dallas, Texas

CLIENT /
Confidential

SCALE /
1.1 M SF

COMPLETION /
December 2019

SERVICES /
Asset
Management

Fitzsimons Village - Site Development Master Plan



Fitzsimons Village is a mixed-use development, incorporating residential, retail, office, hotel/conference, and at the heart of the project, an urban plaza. This project represents a unique opportunity to create a master plan with complimentary uses to the adjacent Fitzsimons Development.

A municipal vision captured in its urban design depends on the early and continuous interaction of planners and local officials. How a development fits into the long-term vision dictated by the master plan requires collaboration and a shared understanding among all the team members.

Fitzsimons Village is planned to include two hotels, one full-service, and one limited stay, with a total of 380 rooms; 500,000 SF of office space; 100,000 SF of retail space; and 700 residential units.

Rider Levett Bucknall provided cost-estimating services for the site development at a new 31-acre mixed-used development.

LOCATION /
Aurora, CO

CLIENT /
ICON Investment Group

SCALE /
315,000,000 SF

COST /
Confidential

SERVICES /
Cost-Estimating
Master Planning

CLIENT REFERENCE /
Otis Moore III
ICON Investment Group
303.771.3988



Pueblo Transit Center Master Plan



For the Pueblo Transit Master Plan project, the scope of work consisted of a 47,252 GSF maintenance and operations building, a 35,520 GSF vehicle storage building, and approximately 12 acres of land.

Rider Levett Bucknall provided cost estimating services to develop one construction cost estimate of a conceptual design solution for the campus.



The estimate was broken into separate estimates for the major cost centers of the project, including the maintenance and operations building, vehicle storage building/maintenance-enclosed parking, and vehicle storage building/future SRDA-enclosed parking.

LOCATION /
Pueblo, CO

CLIENT /
City of Pueblo

SCALE /
96,687 GSF

COST /
~\$57,000,000

SERVICES /
Cost-Estimating
Master Planning

CLIENT REFERENCE /

Jonathan Flager
Stantec
303.575.8554
jonathan.flager@stantec.com

Availability of Staff and Resources/Schedule

Farnsworth Group's current workload is such that we will begin immediately upon your notice to proceed. Farnsworth Group is a nationwide firm with over 500 employees. Should the need arise, we have a wealth of resources that can be brought in to work on this project to ensure completion on schedule. This provides a seamless transition if additional resources are needed or the need arises to include additional disciplines. Based on the information provided in the RFP, here is an anticipated schedule:



ANTICIPATED SCHEDULE DURATION: UP TO 7 MONTHS WITH AN EXPECTED COMPLETION BY FEBRUARY 1, 2024.

Approach to Providing Service

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included architectural and engineering planning services, as well as necessary interface with the Town of Frederick staff. The approach includes the following:

- **Project Initiation (Up to 1 Month):**

- » Information Gathering: High-level review of the needs assessment provided by UTA and DOLA.
- » Kick-off Meeting: Conduct a meeting with key stakeholders to establish project objectives, clarify expectations, and align on the desired outcomes. The Town of Frederick, in collaboration with UTA and DOLA, have a great foundation with a lot of input and investment from their employees. It is our mission to listen to your feedback from this report, and shepherd the facilities master plan design process in alignment with your desired successful outcomes. We also recognize the impact of change to an organization, and engagement with employees, as appropriate, will go a long way for employee retention and successful implementation of the facilities master plan.
- » Establish Communication Channels: Set up regular communication channels, such as email updates, progress meetings, and an online collaboration platform, to ensure effective and transparent communication throughout the project.

- **Needs Assessment and Data Collection (1 Month):**

- » Review Existing Reports: Thoroughly review the needs assessment report developed in partnership with key stakeholders to understand the existing conditions, growth projections, visioning, and growth needs.
- » Stakeholder Workshops: Conduct a visioning workshop **with our architecture team** and key stakeholders from each of the (7) buildings to understand the data developed in the Needs Assessment report, employee visioning and growth needs, growth projections, and employee survey results. Outcomes from these discussions will be focused on the people side of the organization, both internal related to engagement and external related to customer interface and reliability.
- » Data Collection: Review existing conditions data to develop an overall understanding of the facilities infrastructure and capacity, life expectancy of systems, and impacts to an aging asset. **We understand the Town of Frederick has confidence in the quality of facility condition data presented in the previous study, and this condition assessment does not need additional effort to confirm the data. All other portions of the study will be further confirmed as part of this scope.**
- » Site Visits: Conduct detailed site visits and assessments of the seven buildings owned by the Town to evaluate their current conditions, functional adequacy, and any issues or limitations. Safety and security will be reviewed as well as overall efficiencies and use of the spaces.



- **Analysis and Planning (2 Months):**

- » Needs Analysis: Analyze the collected data and identify needs, issues, and opportunities related to the Town's facilities and service delivery.
- » Long-Term Vision and Plan: Develop a comprehensive facilities master plan that aligns with the Town's vision and mission, incorporating the identified needs and opportunities.
- » Infrastructure Impacts: Engineering review of existing infrastructure capacity and planning impacts for future growth. Overall site security, and IT infrastructure and associated space needs.
- » Phased Approach: Define a phased approach for implementing the facilities master plan, considering short-term, intermediate, and long-range planning to ensure flexibility and adaptability to future needs and changes.
- » Prioritization and Cost Estimation: Develop a matrix of prioritized projects based on urgency, impact, and available resources, along with realistic estimates of probable construction costs for each phase. With the information provided in the RFP documentation, **and information provided in the interview**, we are currently assuming **developing a conceptual level cost estimate for up to five (5) existing buildings, which may include demolition or renovation. Additionally, a conceptual level cost estimate for up to three (3) new sites including new construction, associated sitework, and infrastructure.**
- » **Conceptual Design and Documentation (2 Months):**
- » Conceptual Floor Plans and Site Plans: Prepare detailed floor plans, sketches, images, and site plans that illustrate the proposed improvements and layout modifications for each building.
- » Phasing and Implementation Plan: Create a phasing and implementation plan that outlines the sequence and timeline for executing the prioritized projects, including dependencies, resource allocation, and potential funding sources.
- » Draft and Final Plans: Present draft plans to internal stakeholders for feedback, incorporate their suggestions, and finalize the comprehensive facilities master plan.
- » Presentations to Town Board of Trustees: Conduct presentations to the Town of Frederick Board of Trustees to communicate the proposed facilities master plan, gain their approval, and seek necessary funding and support.

- **Final Documentation and Deliverables (1 Month):**

- » Comprehensive Facilities Master Plan: Prepare a formalized comprehensive facilities master plan document that includes an analysis of needs, issues, and opportunities, along with the finalized plan for all project areas.
- » Matrix of Prioritized Projects: Provide a matrix that outlines the prioritized projects, their estimated costs, and the recommended implementation timeline.
- » Presentations and Reports: Submit draft and final plan presentations, along with any other reports or documents required as part of the project deliverables.

To provide the best value with the information we know today, we are including the following clarifications and scope reductions:

- **Structural analysis of existing buildings (i.e. impacts to new mechanical equipment on the roof, etc.) is not included.**
- **Life-cycle review of existing mechanical equipment, is not included.**
- **Short and long-range budget planning are not included. Cost estimates with escalation factors are included.**

Throughout the project, we will maintain open lines of communication with the Town of Frederick and its stakeholders, seeking their feedback and incorporating their input into the facilities master planning process. Regular progress updates and presentations will be provided to ensure transparency and alignment with the Town of Frederick's goals and objectives.

Project Highlight



Our team has worked on several facilities master planning projects. Recently, our local team completed facilities master planning services for Colorado Parks and Wildlife.

FACILITIES MASTER PLANNING COST MANAGEMENT APPROACH

It goes without saying that cost is of prime importance in planning, designing, and constructing projects. On any public project a full understanding of project expenditure, a comparison against budget, and an accurate audit trail are vital. Rider Levett Bucknall (RLB) offers systematic cost control procedures from the onset to help guide the Town in Frederick in making fiscally responsible decisions in alignment with what will make this facilities master plan roadmap a success.

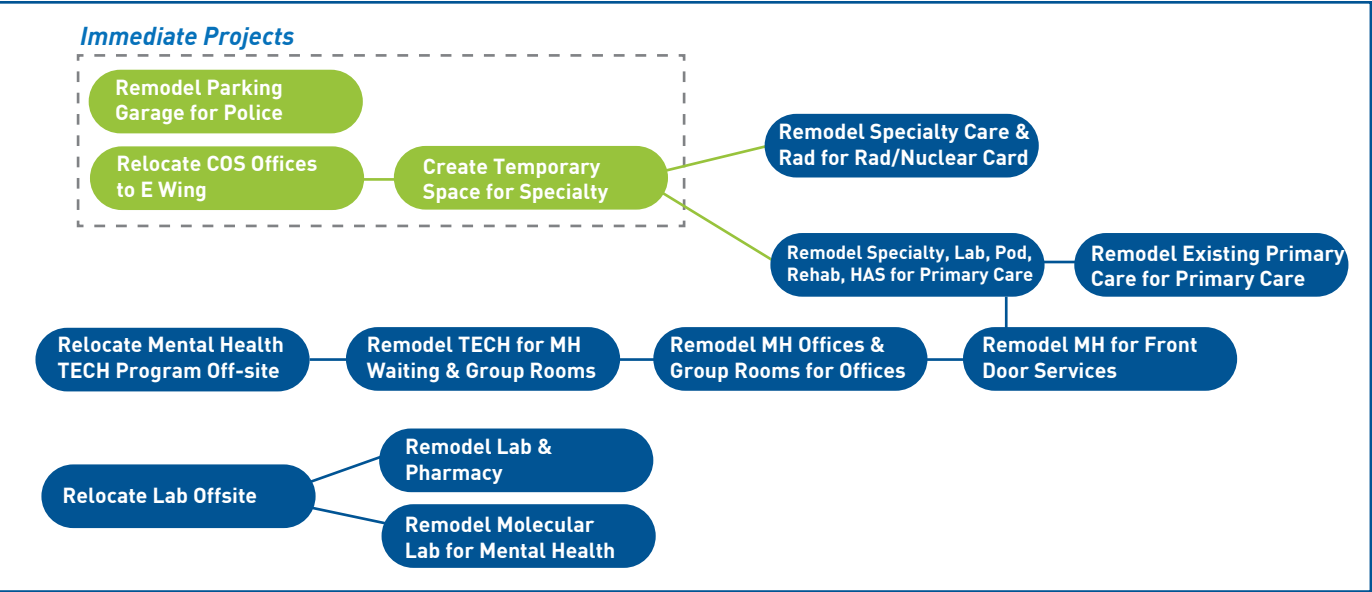
RLB has been providing quality construction cost management services since 1785. They pride themselves in maintaining a positive and flexible approach to all projects. Farnsworth Group and RLB will work closely with the Town of Frederick, its stakeholders, and other interested parties to maintain the quality of the product and ensure the best return on capital investment. RLB's approach to cost management is one of cost-informing design. Of course, design is of critical importance; however, the cost must advise the design on how to achieve its aims within the budgets established by the owner.

In envisioning the future development and growth for the Town of Frederick, we recognize the significance of existing occupied buildings. To ensure a smooth transition and minimize disruption, our approach will be carefully phased. Our facilities master plan will serve as the guiding document, providing a roadmap for the future. It will outline a comprehensive strategy that packages projects into manageable and achievable phases. This phased approach allows us to prioritize and tackle specific areas of development while considering the needs and limitations of existing buildings.

One key aspect of the facilities master plan is its focus on cost analysis. Each phase will be thoroughly costed to assist with overall capital planning. By estimating the financial requirements of each stage, we can ensure effective resource allocation and financial sustainability throughout the development process.

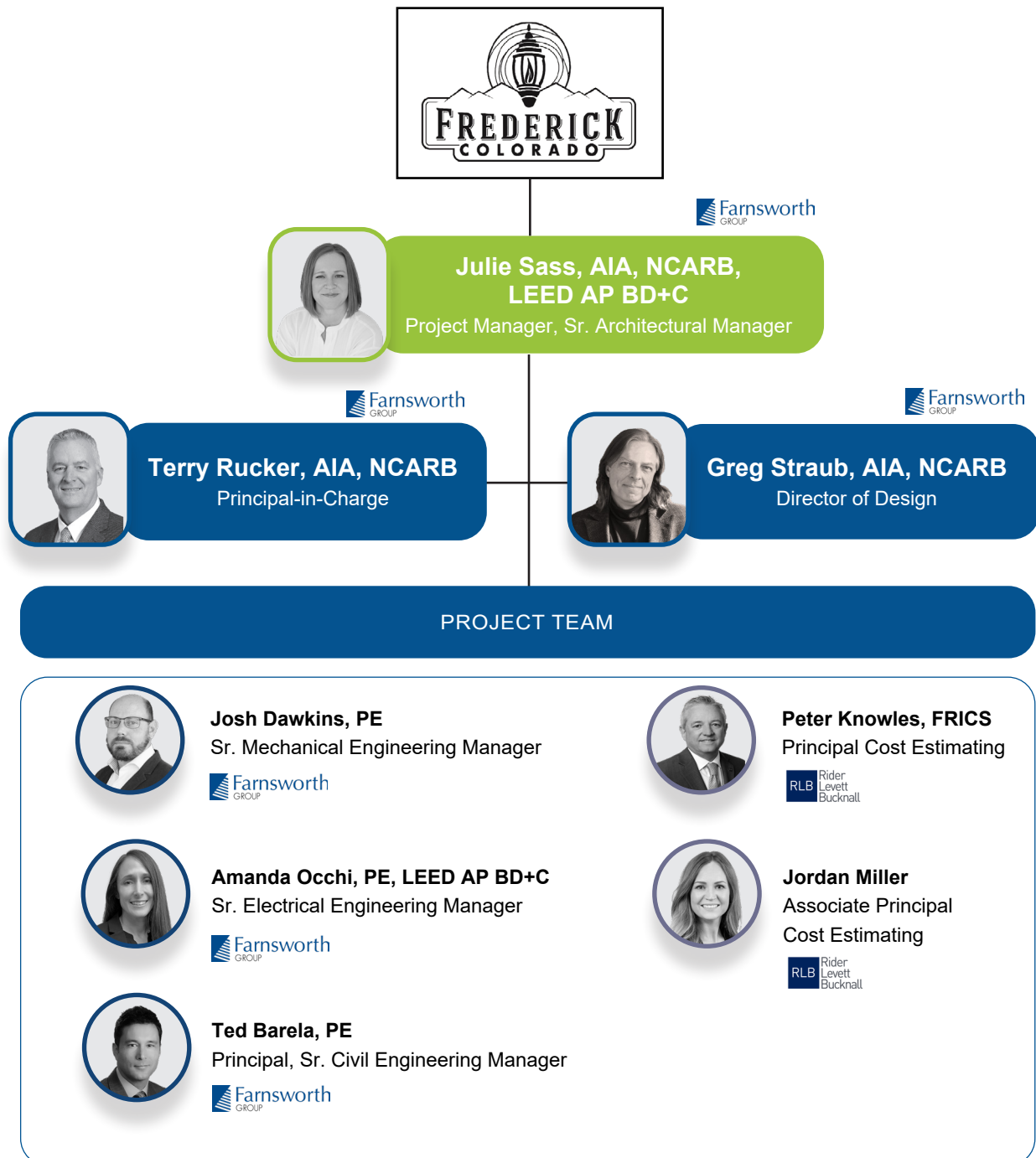
Furthermore, we understand the importance of accounting for inflation and changing economic conditions. Therefore, the facilities master plan will incorporate yearly escalation factors for the phased packages. These factors will help us account for potential cost increases over time, enabling us to make informed decisions and plan accordingly. By implementing this phased approach and incorporating cost analysis and escalation factors into our facilities master plan, we aim to create a sustainable and well-managed development strategy. Our goal is to ensure a smooth progression towards your vision for the future, while also considering the needs and interests of the Town and community.

EXAMPLE PHASING PLAN FROM A PREVIOUS PROJECT



Personnel

We know it takes the right people to make projects successful. Farnsworth Group proposes the following team for the Town of Frederick Facilities Master Plan opportunity. Julie's expertise, coupled with the experience of the curated project team, will prove to be an invaluable asset to this important project. Our local and national design and engineering team includes 34 professional architects and 110 professional engineers bringing a broad pool of **facilities master planning subject matter experts** to your project. Our project team is dedicated to providing unwavering support and remains fully committed and available, ensuring seamless collaboration and timely delivery throughout the entire duration of the project. Our team has been structured to provide the most cost-effective, high-quality services possible, and has additional resources within the firm to ensure we provide the best services possible to the Town of Frederick.





Julie Sass, AIA, NCARB, LEED AP BD+C
PROJECT MANAGER



Mrs. Sass serves as an architectural manager with over 18 years of experience for Farnsworth Group's architectural section. Her focus includes municipal, healthcare, education, recreation, and office/commercial facilities. Julie is heavily involved in both client management and project management and leads project teams from project inception through to occupancy. Sustainability is a focal point for many of Julie's projects, and she is a LEED BD+C accredited professional. She will align her passion with the client's goals for sustainability. No matter how big or small a project is, effective communication and leadership are key to the success of Julie's projects.

EDUCATION /

MS, Architecture, University of Illinois at Urbana-Champaign

BA, Architectural Studies, University of Illinois at Chicago

**REGISTRATION
AND CERTIFICATIONS /**

Registered Architect: Colorado, Illinois, Idaho, Oklahoma, Minnesota

LEED Accredited Professional BD+C

National Council of Architectural Registration Boards (NCARB)

INDUSTRY AFFILIATIONS /

American Institute of Architects

US Green Building Council

Junior League Fort Collins

Rocky Mountain Chapter of the International Facility Management Association (IFMA)

Colorado APPA (COAPPA)

EXPERIENCE /

Master Planning, MMIL Properties
Lincoln, Illinois

Architectural designer responsible for **master planning** and design for multiple phases of a multi-block downtown redevelopment project.

**Fort Collins Service Center
Relocation to Bird Farm SAA
Feasibility Study and Site
Conceptual Design, Colorado Parks
and Wildlife**
Fort Collins, Colorado

Senior project architect and project manager for the feasibility study to relocate the existing Fort Collins Service Center including office, research, and laboratory functions and associated site infrastructure from the existing 4.18-acre site to a new 27-acre site currently owned by CPW. The study included programming to evaluate existing space utilization, to evaluate growth projections, and to develop proposed buildings sizes. The infrastructure feasibility in relocating the entire service center was evaluated and a conceptual site **master plan** was established. A cost opinion was established that also included three-year escalation factors to assist CPW in planning and funding this project.

On Call Services, City of Fort Collins
Fort Collins, Colorado

Project architect responsible for project management of a multi-discipline team, including specialized consultants for an architectural and engineering on-call for various projects for the City.

**New Wash Bay, Confidential
Manufacturing Client**
Illinois

Senior architect for a new three-bay wash facility and removal of existing building. Services included a preliminary investigation, existing facility study, programming and conceptual design, and cost estimating.

**Operating Room Upgrades, OSF St.
Elizabeth Medical Center**
Ottawa, Illinois

Architectural designer for renovation of the surgery department operating rooms at the existing hospital. Project is part of the implementation of an overall **master plan** to improve the hospital campus. The project includes coordination of complex surgery equipment, as well as finish upgrades. Assisted with schematic design, design development, project coordination, project management, Illinois Department of Public Health documentation, cost estimates, client meetings, and construction administration.



Terry Rucker, AIA, NCARB
PRINCIPAL-IN-CHARGE



Mr. Rucker is a principal at Farnsworth Group with over 39 years of experience in the architectural profession, with project experience in municipal, commercial, industrial, advanced manufacturing, semiconductor, retail developments, higher education, and recreational project types. As a principal at Farnsworth Group, he oversees the western region architectural group, including approximately 30 architects residing in offices within Phoenix, Denver, Fort Collins, and Des Moines. His success as an architect leans on the premise that good design requires a balance of quality architectural design, schedule and budgetary adherence, efficient teamwork, and, most importantly, listening to and meeting the ultimate expectations of the client. His expertise in project and resource management, coupled with his dedication to unmatched client service, has resulted in maintaining solid client relationships for over 20 years.

EDUCATION /

BS, Architecture, Design Option,
Texas Tech University

**REGISTRATION
AND CERTIFICATIONS /**

Registered Architect: Arizona,
Colorado, Texas, New Mexico,
Montana, Nevada, New York, Utah

INDUSTRY AFFILIATIONS /

American Institute of Architects
National Council of Architectural
Registration Boards

EXPERIENCE /

Town of Frederick Master Planning
Frederick, Colorado

Principal-in-charge responsible for overseeing architectural **master planning** and visioning services for the Town of Frederick.

City of Evans Master Planning
Evans, Colorado

Principal-in-charge responsible for overseeing architectural **master planning** and visioning services for a 16-acre site for the City of Evans.

**City of Centennial, On-Call Services,
Facilities Analysis & Master Plan**
Centennial, Colorado

Principal-in-charge responsible for overseeing analysis and design services for programming and space needs over multiple city owned facilities.

Curry County Detention Facility*
Clovis, New Mexico

Project architect responsible for document and specification production. Project included a new 40,000 SF, 250+ bed detention facility, including administrative areas,

cafeteria, recreational rooms, and secure inmate transportation bays.

Clovis Police Headquarters*
Clovis, New Mexico

Project architect responsible for document and specification production. Project included a new 16,000 SF police headquarters facility, including administrative areas, holding cells, training rooms, and locker room facilities.

Clovis-Carver Public Library*
Clovis, New Mexico

Project architect responsible for document and specification production. Project included the renovation of a vacant 45,000 SF Sears building into the city's public library. The scope included a full upgrade of the building exterior, as well as interior renovations for the library services. The facility included a community room, library area, administrative areas, and renovating the prior Sears auto repair bays into book drop-off and production areas.

** Indicates a project completed prior to joining Farnsworth Group*



Greg Straub, AIA, NCARB
DIRECTOR OF DESIGN



An out-of-box thinker offering diverse perspectives and innovative solutions, Mr. Straub brings creative ideas to every project and team he manages. He shares his expertise by mentoring junior designers and collaborating with outside team members so that we are continually developing innovative design solutions that meet the demands of our clients and offer a unique solution in the marketplace. Greg is a licensed architect and lead designer with extensive experience interfacing with domestic and international clients. He has a track record of achievements in designing complex architectural projects including **facilities master planning**, and has expertise in commercial, residential, retail, mixed-use, hospitality, and urban planning projects. As an accomplished presenter, Greg easily expresses concepts to a wide range of audiences.

EDUCATION /

BA, Architecture, New York Institute of Technology

**REGISTRATION
AND CERTIFICATIONS /**

Registered Architect: Colorado, Pennsylvania

National Council of Architectural Registration Boards

INDUSTRY AFFILIATIONS /

American Institute of Architects

US Green Building Council Member

EXPERIENCE /

Town of Frederick Master Planning

Frederick, Colorado

Design director responsible for providing architectural **master planning** and visioning services for the Town of Frederick.

City of Evans Master Planning

Evans, Colorado

Design director responsible for providing architectural **master planning** and visioning services for a 16-acre site for the City of Evans.

City of Centennial, On-Call Services, Facilities Analysis & Master Plan

Centennial, Colorado

Design director responsible for providing architectural **master planning** and a facilities analysis for the City of Centennial.

Catalyst Campus Master Planning

Colorado Springs, Colorado

Design director responsible for programming, feasibility, and **master planning** for infill phase for additional Class A Office, apartments and structured parking.

20th and Depew Street

Edgewater, Colorado

Design director responsible for overseeing the initial **master planning** of the redevelopment of a 6.7-acre site. The new plan adds residential buildings, retail, plaza and a public garden in place of a crumbling retail strip. Project includes 50,000 SF, seven, 1,500 SF town homes and a 80-unit, four-story residential building.

Bowles Crossing, Vestar

Littleton, Colorado

Design director responsible for the redevelopment of the Bowles Crossing shopping center. Our ongoing work includes a facade remodel for the existing strip center and major anchors, **master planning** of the site for mixed-use redevelopment, design and construction documents for four retail shops buildings, and leasing support.

Rock Run Crossings 2020, Cullinan Joliet, LLC

Joliet, Illinois

Design director responsible for **master planning** and visioning for 265-acre mixed-use site.

** Indicates a project completed prior to joining Farnsworth Group*



Josh Dawkins, PE
SR. MECHANICAL ENGINEERING MANAGER



Mr. Dawkins has 16 years of experience in the design of HVAC, mechanical piping, plumbing, and Industrial process utilities, gained across a wide variety of project types, sizes, and locations around the world. Additional capabilities and experience beyond typical design include building forensic investigations, asset and facility management assessments and analysis, energy auditing and modeling, computational fluid dynamics, construction supervision, and commissioning. He values working collaboratively with his clients to deliver optimal project outcomes.

EDUCATION /

B.Eng (Mechanical Engineering),
Curtin University

REGISTRATION AND CERTIFICATIONS /

Professional Engineer (Mechanical):
Colorado, California, Florida

INDUSTRY AFFILIATIONS /

American Society of Heating,
Refrigerating, and Air-Conditioning
Engineers (ASHRAE)

American Society of Plumbing
Engineers (ASPE)

EXPERIENCE /

On Call Services, City of Fort Collins
Fort Collins, Colorado

Mechanical engineer responsible for
an architectural and engineering
on-call for various projects for the
City.

Boulder Reservoir Visitors Center
Boulder, Colorado

Mechanical engineering technical
lead responsible for a new visitors'
center and bath house facility for
the City of Boulder. The building
is designed to reduce the energy
consumption by 30% or more than
the 2015 IECC baseline. The building
is conditioned with a split variable
refrigerant flow heat pump system
and energy recovery ventilators
to reduce energy lost through
exhaust and is equipped with a light
commercial kitchen for a food and
beverage vendor. The building is
designed to be 'solar ready' and can
be naturally ventilated during more
temperate periods of the year with
large operable facade elements.

**Margaret W. Carpenter Recreation
Center Chiller Replacement, City of
Thornton**
Thornton, Colorado

Senior mechanical engineer
responsible for production oversight
of the mechanical documentation
and completing the engineering for
the retrofit replacement of seven
AHUs at the recreation facility.
The design included replacement
of one large single-zone AHU with
a reconfigured system and added
conditioning for the machine room,
and replacement of six multi-zone
CAV dual deck units with new
aluminum triple deck VAV AHUs,
control system integration, and
coordination of the electrical and
structural system designs to support
new systems.



Amanda Occhi, PE, LEED AP BD+C
SR. ELECTRICAL ENGINEERING MANAGER



Ms. Occhi has more than 20 years of experience in **master planning**, healthcare, education, municipal, and hospitality electrical engineering design. In addition to design, her capabilities include peer reviews, site investigations, facility condition assessments, and construction administration. She believes that building relationships with clients and understanding their perspectives are as essential to project success as good design.

EDUCATION /

MBA, University of Colorado at Colorado Springs

BS, Electrical Engineering, Louisiana State University

**REGISTRATION
AND CERTIFICATIONS /**

Professional Engineer: Colorado

LEED Accredited Professional, BD+C

INDUSTRY AFFILIATIONS /

Colorado Association of Healthcare Engineers and Directors (CAHED)

U.S. Green Building Council (USGBC), Colorado

American Society for Healthcare Engineering (ASHE)

EXPERIENCE /

San Luis Valley Health Master Plan
Alamosa, Colorado

Lead electrical engineer for the **master planning** and assessment of two hospitals, four outpatient clinics, and two administration buildings to determine the age and condition of electrical equipment. Also evaluated the risk of maintaining the existing conditions, created a plan for replacement, and opinions of cost for replacement to assist in prioritization.

Penrose Hospital Master Plan
Colorado Springs, Colorado

Project manager responsible for the conceptual design of the new Penrose Hospital campus including load calculations for the campus as a whole, emergency systems design concepts, main electrical service design concepts, central utility plant (CUP) design concepts, and overall site electrical considerations.

Town of Castle Rock, Water Administration and Customer Service Addition and Renovation
Castle Rock, Colorado

Electrical project manager for a new approximately 11,000 SF office building for Castle Rock Water containing additional office space, customer service areas, and large meeting rooms.

Responsible for overseeing the design of the lighting, lighting controls, and power systems.

Centennial Civic Center
Centennial, Colorado

Lead electrical engineer for a 25,000 SF remodel of the existing Civic Center. This project included phasing so that operations could continue during construction. This facility consists of office space, the planning department, conference rooms, and support areas. Electrical design included lighting, lighting controls, power distribution, HVAC equipment connections, and coordination for voice/data and CATV raceways.

Holly PK-12*
Holly, Colorado

Lead electrical engineer for the new Holly PK-12 School completely replaced the functions previously housed in three separate facilities on campus, the High School, the Elementary School, and Administration. The project included full evaluation of existing facilities and assistance with BEST Grant application, full electrical design including site utilities, power distribution, lighting, athletic field lighting, Cat 6 VoIP and data network, fire alarm, CCTV, and access control.

** Indicates a project completed prior to joining Farnsworth Group*



Ted Barela, PE
PRINCIPAL, SR. CIVIL ENGINEERING MANAGER



Mr. Barela, a civil engineering manager with 33 years of experience, oversees Farnsworth Group's land development section in Fort Collins. He has worked for both public and private sector clients throughout his career. His background includes general civil engineering with an emphasis in site development and infrastructure. Ted's technical experience has involved commercial site development, roadway design, water distribution systems, sanitary sewer systems, pump stations, lift stations, drainage and stormwater management, airfield design, and dam reconstruction. His experience includes design and project management with the preparation of reports/studies, construction drawings, specifications, and cost estimates. Ted is responsible for client management, project management, technical design, quality assurance, quality control, project programming, construction document production, and construction administration.

EDUCATION /

BS, Civil Engineering Technology,
Colorado State University – Pueblo

REGISTRATION AND CERTIFICATIONS /

Professional Engineer (Civil):
Colorado

INDUSTRY AFFILIATIONS /

American Council of Engineering
Companies

Society of American Military
Engineers

EXPERIENCE /

Collindale Golf Course Clubhouse Fort Collins, Colorado

Provided civil engineering and construction administration services for the design of a new clubhouse. Phase I included **master planning**, conceptual design, and preliminary design. Phase II included the final design and construction administration services. Designed the site and infrastructure improvements. Site, grading, drainage and erosion control plans were prepared for the new clubhouse. Water quality and detention were accomplished via overland flow onto the golf course fairway. The design team coordinated with the City of Fort Collins staff for review and approval of the project documents.

Campus Pavement Management, Colorado State University Fort Collins, Colorado

Provided civil engineering services for a project involving the preparation of both a pavement and sidewalk management plan throughout the CSU campus. The **master plans** were used to design and implement roadway and pedestrian path improvements. The plans provided

a budget and maintenance program for the entire network of paved roads and concrete sidewalks. Prepared construction documents and cost estimates for each respective project over a two-year span.

Glenwood Maintenance Facility, Roaring Fork Transportation Authority

Glenwood Springs, Colorado

Project manager. As part of an on-call contract, Farnsworth Group completed a programming and **master plan** update for the Glenwood Maintenance Facility. This is part of an anticipated expansion contingent on future FTA funding. Our team reviewed current conditions as well as made recommendations for the expansion. Upon completion, the expanded campus will include:

- Expanded East indoor bus staging and maintenance (66,000 SF)
- Staff parking deck (42,000 SF)
- New administrative and office space (5,700 SF)
- New Operations space (7,000 SF)
- Expanded West indoor bus staging and maintenance (9,300 SF)
- Renovated maintenance space (2,500 SF)



Peter Knowles, FRICS
PRINCIPAL COST-ESTIMATING



Mr. Knowles, FRICS, is a degreed quantity surveyor and has been with Rider Levett Bucknall for over 30 years. As a recognized expert in the field of construction cost management, Peter assists owners, design professionals, and lenders in the control of the cost and time aspects of their construction projects. Throughout his career in Denver, he has worked on many projects for many municipalities, parks and recreation, police departments, fire stations, administration buildings, and other occupied buildings ranging from new builds to renovations. The goal is to help clients realize the most efficient, cost-conscious, and environmentally sustainable construction projects.

EDUCATION /

BS, Quantity Surveying, London
South Bank University

INDUSTRY AFFILIATIONS /

Fellow, Royal Institution of Chartered
Surveyors (RICS)

Associate, Australian Institute of
Quantity Surveyors (AAIQS)

Member, Associate for the
Advancement of Cost Engineering
International (AACEI)

EXPERIENCE /

- City & County of Denver
Castro Building Master Plan
Renovation, Denver, CO
- City & County of Denver
Department of Safety
Buildings Master Plan
Update, Denver, CO
- Denver Botanic Gardens
Redevelopment Master
Plan, Denver, CO
- Fitzsimons Village - Site
Development Master Plan,
Aurora, CO
- Colorado Department of
Human Services Master
Plan, Denver, CO
- CDPHE - Lab Study Master
Plan, Denver, CO
- Denver Art Museum - North
Building Renovation /
Master Plan, Denver, CO
- State of Wyoming
Department of Health -
Various Campus Master
Planning, Evanston, WY
- Rocky Mountain National
Park - Alpine Visitor Center
Renovation, Estes Park, CO
- City & County of Denver
Rude Recreational Center
Renovation, Denver, CO
- City & County of Denver
Recreation Center
Renovation Bundle, Denver,
CO
- Aurora Southeast
Recreation Center, Aurora,
CO
- City & County of Denver - St.
Charles Park Place Phase 2,
Denver, CO
- Feasibility Analysis for
Various Parks & Recreation
Facilities, Denver, CO
- Town of Eagle - Eagle
Riverfront Park, Eagle, CO
- City of Aspen - Rubey Park
Owners Budget, Aspen, CO
- City of Aspen - Galena Plaza
Redevelopment, Aspen, CO
- University of Colorado
Boulder - Recreation
Facilities Improvements,
Boulder, CO
- Copper Mountain Fire
Station & Administration
Building, Copper, CO



Jordan Miller

ASSOCIATE PRINCIPAL COST-ESTIMATING



Ms. Miller is an Associate Principal for Rider Levett Bucknall with extensive knowledge and experience particularly in the municipalities, healthcare, educational, and sports sectors. She has ten years of experience and will take charge of analyzing various cost elements for the Town of Frederick Facilities Master Plan project. For the development of cost estimates, alternative design options, scope reduction exercises, and value engineering options, Jordan will provide robust and innovative solutions. Jordan understands the importance of such projects being delivered successfully.

EDUCATION /

BS, Business Administration,
University of Tulsa

INDUSTRY AFFILIATIONS /

Association for the Advancement
of Cost Engineering International
(AAECI)

EXPERIENCE /

- City & County of Denver
Castro Building Master Plan
Renovation, Denver, CO
- UCHealth – PVH Master
Plan Implementation
Project, Fort Collins, CO
- UCHealth – Memorial
Central & North Master
Plans, Colorado Springs, CO
- City & County of Denver
Department of Safety
Buildings Master Plan
Update, Denver, CO
- Colorado Convention Center
Expansion Implementation,
Denver, CO
- Denver Police Station
District 5 Replacement,
Denver, CO
- Denver Federal Center
Building 810 Fire Loop,
Denver, CO
- National Western Center,
Denver, CO
- UCHealth Steadman
Hawkins Clinic & CU Sports
Medicine, Denver, CO
- City & County of Denver –
On-Call – Theater District
Convention Center Station
Improvements, Denver, CO
- City & County of Denver – St.
Charles Park Place Phase 2,
Denver, CO
- City & County of Denver On-
Call Cost Estimating – ADA
Phase II, Denver, CO
- Belmar Performance
Entertainment Center,
Lakewood, CO
- Seattle Center Arena,
Seattle, WA
- UCHealth Anschutz Medical
Campus Tower 3, Aurora,
CO
- UCHealth Longs Peak
Ambulatory Care Center,
Longmont, CO
- Red Rocks Amphitheater
Expansion, Morrison, CO
- Town of Avon – New Town
Hall, Avon, CO

Cost Schedule

Name	Firm	Hourly Rate	Anticipated Number of Hours	Cost
Terry Rucker, AIA, NCARB <i>(Principal-in-Charge)</i>	FGI	\$253.00	19	\$4,807.00
Julie Sass, AIA, NCARB, LEED AP BD+C <i>(Project Manager, Sr. Architectural Manager)</i>	FGI	\$213.00	262	\$55,806.00
Greg Straub, AIA, NCARB <i>(Director of Design)</i>	FGI	\$213.00	75	\$15,975.00
Architectural Associate III	FGI	\$145.00	208	\$30,160.00
Architectural Associate I	FGI	\$119.00	124	\$14,756.00
Josh Dawkins, PE <i>(Sr. Mechanical Engineering Manager)</i>	FGI	\$233.00	32	\$7,456.00
Amanda Occhi, PE, LEED AP BD+C <i>(Sr. Electrical Engineering Manager)</i>	FGI	\$233.00	32	\$7,456.00
Ted Barela, PE <i>(Civil Principal, Sr. Engineering Manager)</i>	FGI	\$253.00	47	\$11,891.00
Engineering Associate II	FGI	\$145.00	0	\$0.00
Engineering Associate I	FGI	\$131.00	0	\$0.00
Peter Knowles, FRICS <i>(Principal Cost-Estimating)</i>	RLB	\$300.00	3	\$900.00
Jordan Miller <i>(Associate Principal Cost-Estimating)</i>	RLB	\$225.00	34	\$7,650.00
Senior Cost Estimator	RLB	\$170.00	40	\$6,800.00
Cost Manager	RLB	\$160.00	24	\$3,840.00
Total			865	\$167,497.00

Town of Frederick Facilities Master Plan Services		Principal-in-Charge	Project Manager, Sr. Architectural Manager	Director of Design	Architectural Associate III	Architectural Associate I	Sr. Mechanical Engineering Manager	Sr. Electrical Engineering Manager	Civil Principal, Sr. Engineering Manager	Engineering Associate II	Engineering Associate I	Principal Cost Estimating	Associate Principal Cost Estimating	Sr. Cost Estimator	Cost Manager	Labor Total
Task	Hourly Rate, \$/hr.	\$253.00	\$213.00	\$213.00	\$145.00	\$119.00	\$233.00	\$233.00	\$253.00	\$145.00	\$131.00	\$300.00	\$225.00	\$170.00	\$160.00	
1.0 Project Initiation																
1.01	Information Gathering		8.0	4.0			2.0	2.0	4.0			1.0	2.0			\$5,250.00
1.02	Kickoff Meeting	4.0	4.0	4.0			2.0	2.0	2.0							\$4,154.00
Task 1 - Subtotal		4.0	12.0	8.0	0.0	0.0	4.0	4.0	6.0	0.0	0.0	1.0	2.0	0.0	0.0	\$9,404.00
2.0 Needs Assessment & Data Collection																
2.01	Review existing reports	1.0	2.0		2.0		2.0	2.0	2.0	0.0						\$2,407.00
2.02	Stakeholder Workshops		40.0	16.0	40.0		0.0	0.0	8.0	0.0						\$19,752.00
2.03	Data Collection	2.0	40.0	8.0	20.0		0.0	0.0	8.0	0.0						\$15,654.00
2.04	Site Visits		16.0	4.0	16.0		8.0	8.0	2.0	0.0						\$10,814.00
Task 2 - Subtotal		3.0	98.0	28.0	78.0	0.0	10.0	10.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	\$48,627.00
3.0 Analysis & Planning																
3.01	Needs Analysis		20.0	2.0	4.0		2.0	2.0	2.0	0.0						\$6,704.00
3.02	Long-term Vision and Plan	1.0	12.0	6.0	4.0		2.0	2.0	2.0	0.0						\$6,105.00
3.03	Infrastructure Impacts						6.0	6.0	6.0	0.0						\$4,314.00
3.04	Phase Approach	1.0	8.0	2.0	2.0		0.0	0.0		0.0						\$2,673.00
3.05	Prioritization and Cost Estimation		8.0				0.0	0.0	1.0			2.0	32.0	40.0	24.0	\$20,397.00
Task 3 - Subtotal		2.0	48.0	10.0	10.0	0.0	10.0	10.0	11.0	0.0	0.0	2.0	32.0	40.0	24.0	\$40,139.00
4.0 Conceptual Design & Documentation																
4.01	Floor Plans and Site Plans		24.0	8.0	40.0	40.0	1.0	1.0	2.0	0.0	0.0					\$18,348.00
4.02	Phasing and Implementation Plan		16.0	4.0	24.0	20.0										\$10,120.00
4.03	Draft and Final Plans	2.0	16.0	4.0	24.0	16.0	1.0	1.0	2.0	0.0	0.0					\$11,122.00
4.04	Presentation to Town Board of Trustees	4.0	4.0	4.0												\$2,716.00
Task 4 - Subtotal		6.0	60.0	20.0	88.0	76.0	2.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	\$42,306.00
5.0 Final Documentation & Deliverables																
5.01	Comprehensive Facilities Master Plan	2.0	32.0	8.0	8.0	40.0	4.0	4.0	4.0	0.0	0.0					\$17,822.00
5.02	Matrix of Prioritized Projects		8.0		16.0		1.0	1.0	1.0							\$4,743.00
5.03	Presentations and Reports	2.0	4.0	1.0	8.0	8.0	1.0	1.0	1.0	0.0	0.0					\$4,402.00
Task 5 - Subtotal		4.0	44.0	9.0	32.0	48.0	6.0	6.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	\$26,967.00
Design Total																\$167,497.00
Not to Exceed Amount																\$184,250.00

FARNSWORTH GROUP 2023 RATE SCHEDULE



Standard Schedule of Charges

Engineering / Surveying / Commissioning Professional Staff		Per Hour
Administrative Support.....		\$ 88.00
Engineering Associate I / Cx Specialist I.....		\$ 131.00
Engineering Associate II / Cx Specialist II.....		\$ 145.00
Engineer / Land Surveyor / Senior Cx Specialist.....		\$ 153.00
Senior Engineer / Senior Land Surveyor / Cx Project Manager.....		\$ 161.00
Project Engineer / Project Land Surveyor / Senior Cx Project Manager.....		\$ 173.00
Senior Project Engineer / Senior Project Land Surveyor / Cx Manager.....		\$ 193.00
Engineering Manager / Land Surveying Manager / Senior Cx Manager.....		\$ 218.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director.....		\$ 233.00
Principal / Vice President.....		\$ 253.00
Technical Staff		Per Hour
Technician I.....		\$ 90.00
Technician II.....		\$ 113.00
Senior Technician / Cx Technician.....		\$ 123.00
Chief Technician.....		\$ 141.00
Designer / Computer Specialist / Lead Technician.....		\$ 153.00
Senior Designer.....		\$ 158.00
Project Designer / Project Technician.....		\$ 173.00
Senior Project Designer / Systems Integration Manager.....		\$ 193.00
Design Manager / Grants Manager.....		\$ 198.00
Technical Manager.....		\$ 208.00
Senior Technical Manager.....		\$ 228.00
Architecture / Landscape Architecture / Interior Design Professional Staff		Per Hour
Architectural Associate I / Landscape Associate I / Interiors Associate I.....		\$ 119.00
Architectural Associate II / Landscape Associate II, Interiors Associate II / Interior Designer.....		\$ 129.00
Architect / Architectural Associate III / Landscape Associate III.....		\$ 145.00
Project Coordinator / Urban Planner I / Senior Interior Designer.....		\$ 145.00
Senior Architect / Senior Project Coordinator/ Urban Planner II / Interior Design Manager.....		\$ 155.00
Project Architect / Project Manager.....		\$ 166.00
Senior Project Architect / Senior Project Manager.....		\$ 183.00
Architectural Manager.....		\$ 196.00
Senior Architectural Manager / Senior Urban and Community Planner.....		\$ 213.00
Architecture Principal.....		\$ 233.00
Principal / Vice President.....		\$ 253.00
Units		
Expert Testimony.....		2.0x bill rate
ATV & Trailer.....		\$15.00 / hr
Field Vehicle.....		\$25.00 / hr
Automobile mileage.....		IRS Rate
Hand Held GPS.....		\$11.00 / hr
GPS Unit (each).....		\$22.00 / hr
Environmental GPS Data Collector.....		\$75.00 / day
Utility Locator / Robotic Total Station.....		\$26.00 / hr
Stationary Scanner (low res) High Def Scanner / UAV.....		\$300 / day \$500 / day
Subconsultants & Other Reimbursable Expenses Related to Project*		Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2024 UNLESS OTHERWISE NOTIFIED

ENGINEER | ARCHITECTS | SURVEYORS | SCIENTISTS

RIDER LEVETT BUCKNALL 2023 RATE SCHEDULE



2023 Hourly Billing Rates

Cost Consultancy Services

Designation	Hourly Rate
Executive Vice President / Principal	\$300.00
Associate Principal	\$225.00
Senior Project Manager / Scheduler	\$225.00
Associate	\$200.00
Senior Cost Manager / Senior Quantity Surveyor	\$170.00
Cost Manager / Quantity Surveyor	\$160.00
Administrative Support	\$90.00

www.americas.rlb.com

General Conditions



GENERAL CONDITIONS

Date: October 9, 2023
Client: Town of Frederick
Project: Facilities Master Plan – 0230829.00

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by

applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed. Furthermore, notwithstanding anything to the contrary herein this Agreement, this provision shall be subject to the Colorado Open Records Act.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed to the physical address or electronic mail address shown below for, or such other address as may be designated for Notice by such Party:

If to Client:
Town of Frederick Facilities Department
Attn: Alan Isaac
401 Locust Street
Frederick, CO 80530

Frederick, Town of Final PSA GC v.4
General Conditions / Rev. March 2023

With a copy to:
Town Attorney
PO Box 435
Frederick, CO 80530

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Terry Rucker
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: trucker@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Ryan Perras
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: perras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client and Farnsworth Group shall not transfer or assign any rights under or interest in the Agreement, without the written consent of the other party.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 120 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Colorado law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to absolve and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to reimburse Farnsworth Group and/or any subconsultant for actual time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy, provided 1) the loss, damage, injury and claim is directly, in whole or in part, due to Client's error, omission or negligence; and/or 2) and/or the said reimbursement, which shall be proportionate to the Client's error, omission or negligence, is pursuant to Colorado statutes. Nothing contained herein is intended to be a waiver of Client's governmental immunity pursuant to the Colorado Governmental Immunity Act.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or

Frederick, Town of Final PSA GC v.4
General Conditions / Rev. March 2023

unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to absolve and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's

personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to absolve and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to reimburse Farnsworth Group and/or any subconsultant for any actual time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such reimbursement to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy, provided 1) the loss, damage, injury and claim is directly, in whole or in part, due to Client's error, omission or negligence; and/or 2) and/or the said reimbursement, which shall be proportionate to the Client's error, omission or negligence, is pursuant to Colorado statutes. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act. Nothing contained herein is intended to be a waiver of Client's governmental immunity pursuant to the Colorado Governmental Immunity Act

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental

Frederick, Town of Final PSA GC v.4
General Conditions / Rev. March 2023

Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

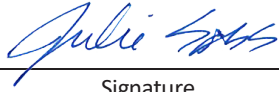
Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado without regard to conflict of law principles.

Frederick, Town of Final PSA GC v.4
General Conditions / Rev. March 2023

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereof.

FARNSWORTH GROUP, INC.

FARNSWORTH GROUP, INC.



Signature

Julie Sass

Typed Name

Sr. Architectural Manager (Project Manager)

Title

October 11, 2023

Date



Signature

Terry Rucker

Typed Name

Principal

Title

October 11, 2023

Date

TOWN OF FREDERICK

Signature

Typed Name

Title

October 11, 2023

Date



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Consideration of the Lot 1, Block 8, Frederick West Business Center Replat F Waiver Request

Agenda Date: Town Board Meeting – November 14, 2023

Attachments:

- a. Letter of Intent
- b. Storage Facilities Map

Finance Review: _____
Administrative Services

Submitted by: _____
Audem Gonzales
Senior Planner

Approved for Presentation: _____
Bryan Ostler
Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:



2. Community and Economic Vitality

Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities.

Summary Statement:

GEP Investments, Inc. is seeking a Waiver to Frederick Land Use Code Section 3.4.8.b.xii.1, RV Storage – “The facility is at least three-miles from an existing storage yard, salvage yard, RV storage, or self-storage facility within the Town of Frederick or in another jurisdiction, measured from lot line to lot line.” The applicant is proposing to establish a new RV Storage use at 4160 Commerce Drive.

Built on What Matters.

Background Information:

Applicant: GEP Investments, Inc.
20770 I-76 Frontage Road, Brighton, CO, 80603

Owner: GEP Investments, Inc.
20770 I-76 Frontage Road, Brighton, CO, 80603

Location: The property is addressed as 4160 Commerce Drive and is generally located at the southeast intersection of East I-25 Frontage Road and Commerce Drive. The legal description of the property is Lot 1, Block 8, Frederick West Business Center Replat F.

Zoning: The property is zoned I-Industrial with PUD Overlay

Surrounding Land Uses and Zoning:

North: Land Use: Heavy Industrial facility (RDI Frederick)
Zoning: I-Industrial with PUD Overlay

South: Land Use: Vacant
Zoning: PUD Overlay with no base zoning

West: Land Use: Heavy Vehicle Sales or Rental (Transwest)
Zoning: I-Industrial with PUD Overlay

East: Land Use: Light Industry (Star Precision)
Zoning: I-Industrial with PUD Overlay

Vicinity Map:



Detail of Issue/Request:

GEP Investments, Inc. currently owns and operates a RV Storage use at 7245 Johnson Drive. They acquired the business (previously known as Frederick West RV Storage) and property in early 2023. GEP intends on moving the RV Storage use to 4160 Commerce Drive (Lot 1, Block 8, Frederick West Business Center Replat F). Currently, 4160 Commerce Drive is vacant and will require a Conditional Use Permit and Site Plan to establish a new RV Storage use on the site if it can be proven that the new use is not located within three-miles of an existing outdoor storage facility (LUC 3.4.8.b.xii.1). Storage facilities include; storage yards, salvage yards, RV storage, or self-storage facilities. Currently, 4160 Commerce Drive is located within three-miles of at least 19 storage facilities, (see attachment b). A waiver to this locational standard is required for the applicant to be able to apply for a Conditional Use Permit and Site Plan for a RV Storage facility.

Review Criteria:

Section 4.7.8.c – Waivers may be granted only if all the following criteria are met:

- (1) The waiver, if granted, will not be detrimental to the public good.

Staff comment: The purpose of this Code provision is to limit the amount of indoor and outdoor storage facilities within Frederick. Several of these uses have come out of compliance in regards to screening, lighting, fencing materials, etc. The physical appearance of these uses has been detrimental to the public good. Some older facilities have expanded without the required Site Plan or Site Plan Amendment approval as it is hard to continually track the physical storage areas. Also, the purpose of the three-mile locational standard is to limit the expansion of these uses within Frederick due to the low economic impact these uses tend generate. The business model for RV Storage involves renting spaces to clients who may or may not live within the Frederick community. Rental businesses provide minimal economic influx to the community.

- (2) Due to exceptional conditions peculiar to the site, practical difficulties or an unnecessary hardship is placed on the landowner, and such practical difficulties or unnecessary hardship has not been created by the applicant.

Staff comment: N/A

- (3) The waiver, if granted, does not create a conflict with a Comprehensive Plan that has been the subject of a Comprehensive Plan update within the five (5) years preceding the application.

Staff comment: The proposal is not in conflict with the Comprehensive Plan.

- (4) The waiver, if granted, does not impair the intent and purpose of this Code.

Staff comment: The Code specifically limits the location of RV Storage uses with the intent being not create large pockets of outdoor storage and potential code compliance issues within Frederick. Granting this waiver would supersede the provision put into place to achieve this.

- (5) The waiver, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor diminish the value, use or enjoyment of adjacent property.

Staff comment: The area is zoned I-Industrial which contains uses with a greater impact on the immediate neighborhood. The essential character of the immediate neighborhood or district may

not be diminished this this use. When thinking about Frederick as a whole is when altering the character of the community comes into play. Frederick is a growing community with changing values and needs from the residents. Residents want more amenities and options for retail. They don't want more outdoor storage and code compliance issues.

- (6) The waiver, if granted, is the minimum variance that will afford relief and is the least modification possible of the subdivision ordinance provisions which are in question.

Staff comment: The proposed use cannot locate on the property without a waiver being granted. The waiver is the only modification possible to afford relief to this locational standard.

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

Legal Comments: The Town's Land Use Attorney has reviewed the request and provided comments.

Waiver Process: Land Use Code Article 4 – Subdivision Regulations, provides applicants the ability to apply for Waiver requests to any and all Code provisions. The current fee for residential waivers is \$1,000.00 and \$1,500.00 for non-residential. All Waiver requests are scheduled as public hearings before the Board of Trustees. Town Staff is currently working on revising the Land Use Code, which may include amending each application types process. Staff has identified the Waiver process as a specific element of the Code that needs revision. Currently, Waivers open up all Code provisions to be topics of discussion and interpretation, which counters the purpose of establishing land use codes. The Town of Frederick Land Use Code update is anticipated to be adopted in Q1/Q2 of 2024.

Staff Recommendation:

Staff recommends the Board of Trustees move to deny the requested waiver based off the Waiver Review Criteria listed above.

Alternatives/Options:

Approval:

I move that Resolution No. _____ be approved.

Approval with Conditions:

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

Denial:

I move that Resolution No. _____ not be approved.

Financial Considerations:

Not Applicable.



Letter of Intent

GEP Investments, Inc., "GEP", is seeking a Waiver to relocate 4.056 acres of RV Storage classified use at 7245 Johnson Drive to the Southeastern portion of vacant land at 4160 Commerce Drive, to expand current RV Dealership operations at 4001 Commerce Drive.

GEP is the owner of 7550 E I-25 Frontage Road and 4001 Commerce Drive in Frederick, Colorado. These two properties are operated by Transwest Truck Trailer and RV. Transwest has operated Truck and RV dealerships in the Town of Frederick since 2005. In 2021 GEP acquired 15 acres of vacant Industrial zoned land at 4160 Commerce Drive. 4160 Commerce Drive is currently vacant land plagued with underground coal mines, per Exhibit A. Due to these underground coal mines, this land has been historically undesirable within the Town and we have been advised by Western Environment and Ecology, Inc. that developing this land is extremely limited and the only improvement we could do is outdoor parking/storage.

Earlier in 2023 GEP purchased 4.056 acres Industrial zoned property at 7245 Johnson Drive. This lot was previously known as Frederick West RV Storage with a designated "RV Storage" classified use. This lot was purchased with the intent of expanding our growing RV Dealership operations directly adjacent at 4001 Commerce Drive. Expanding this operation would allow us to expand our building, service more RV customers, and showcase more high-end inventory.

Both 7245 Johnson Drive and 4160 Commerce Drive are both currently zoned Industrial with Planned Unit Development overlay special districts. Outdoor, Boat & RV Storage are all permitted in the zone district. Per Section 3.4(7)(b)(x), there is a self-storage restriction that requires a similar use to be three-miles from an existing storage yard, salvage yard, RV storage, or self-storage facility within the Town of Frederick or in another jurisdiction, measured from lot line to lot line.

Although the above code is understood, we are not seeking approval to add additional outdoor RV Storage in the Town. Rather, we would like to simply transfer the permitted RV Storage use currently in place at 7245 Johnson Drive to the Southeastern portion (4.056 acres) of 4160 Commerce Drive, as seen in Exhibit B.

GEP & Transwest considers itself to be a beneficial business partner in the Town of Frederick as well as a good neighbor to the surrounding businesses. Between our two existing operations in Frederick, Transwest employs 131 people with an average annual salary of \$92,100.00. This is up from 98 employees and an average annual salary of \$83,200.00 in 2020. In 2022 GEP paid just over \$380,000 in real estate property taxes between our two existing properties. That amount is projected to increase by nearly \$100,000 in 2023. If we are permitted to move the Outdoor RV Storage use from 7245 Johnson Drive to 4160 Commerce Drive, we can continue to develop and improve our properties in the Town, increase property tax revenue, provide more high paying jobs, and improve a compromised piece of land.



Exhibit A

See supporting full Mine Subsurface Investigation Report dated 6/4/1998

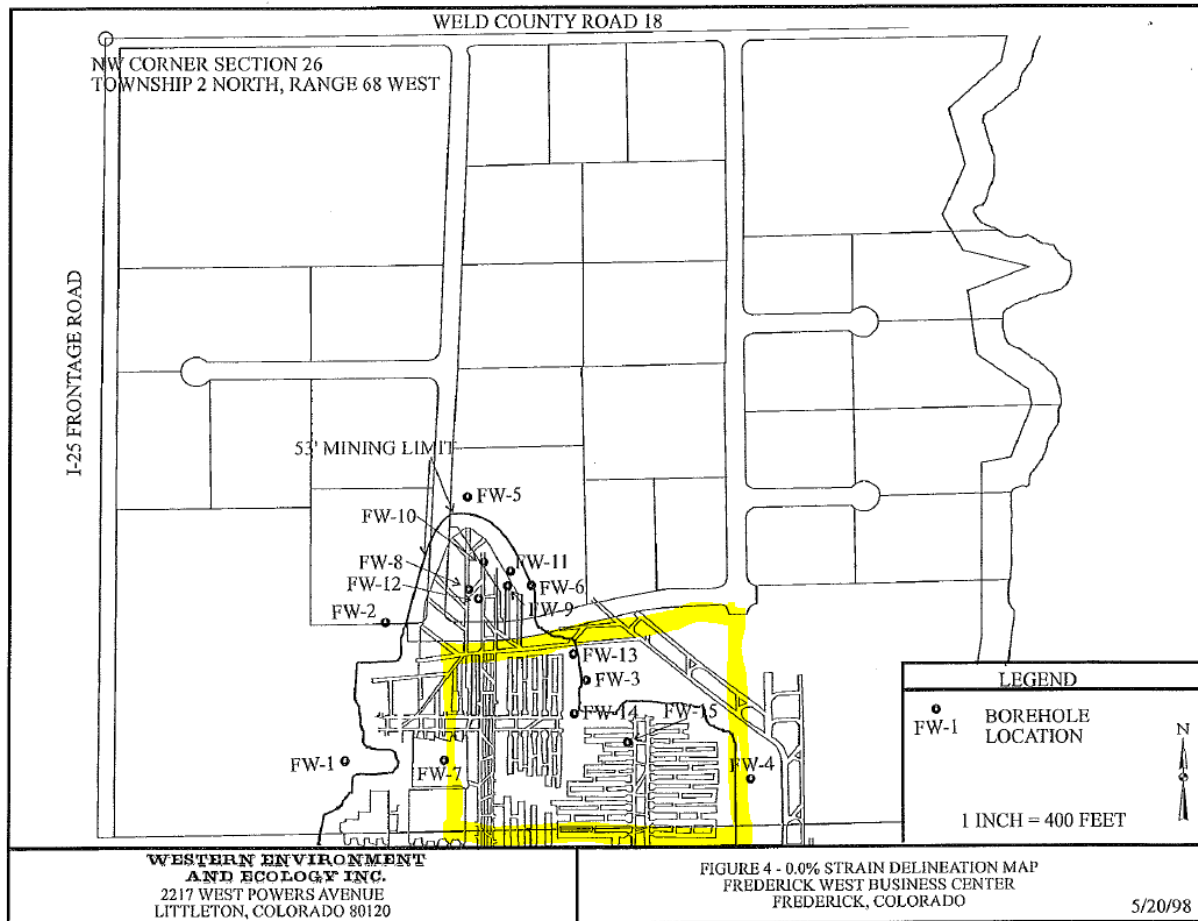
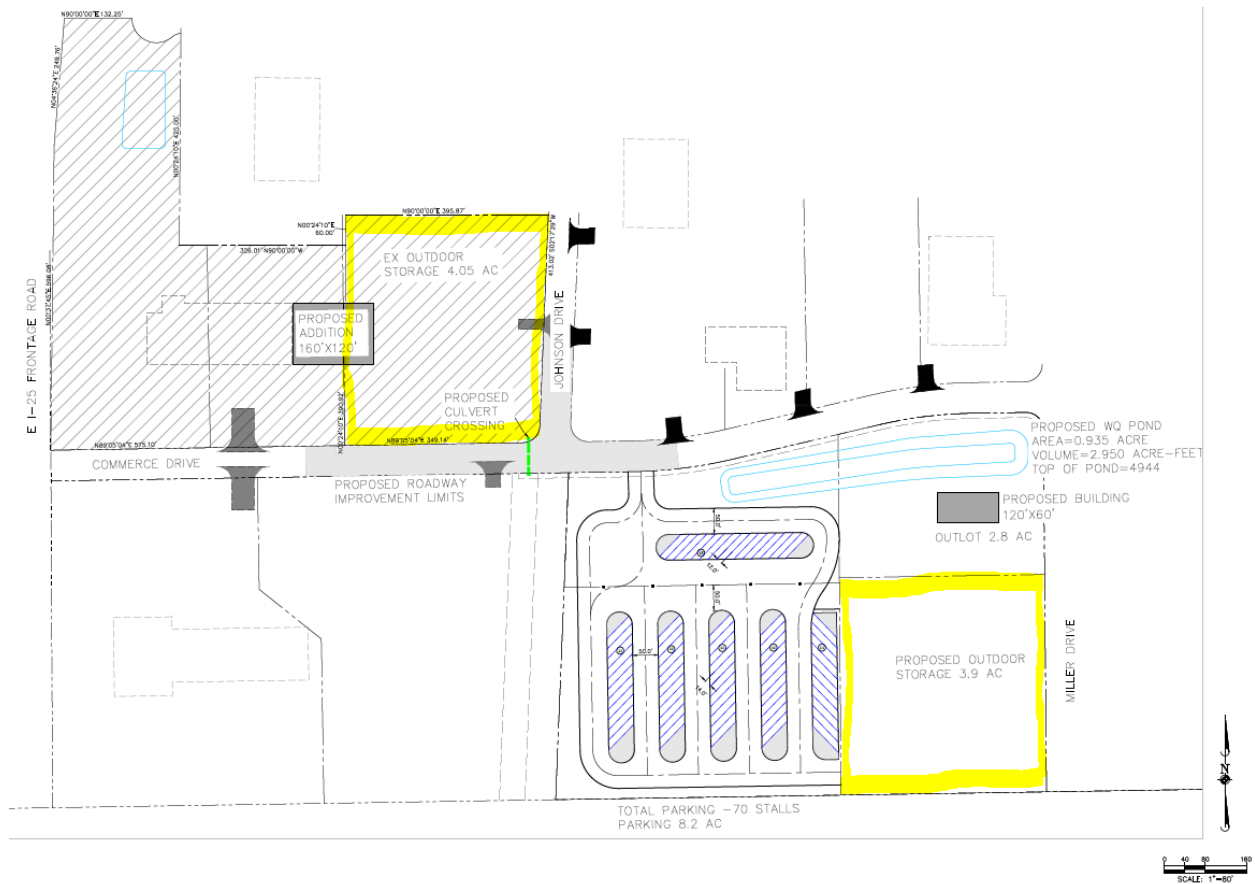


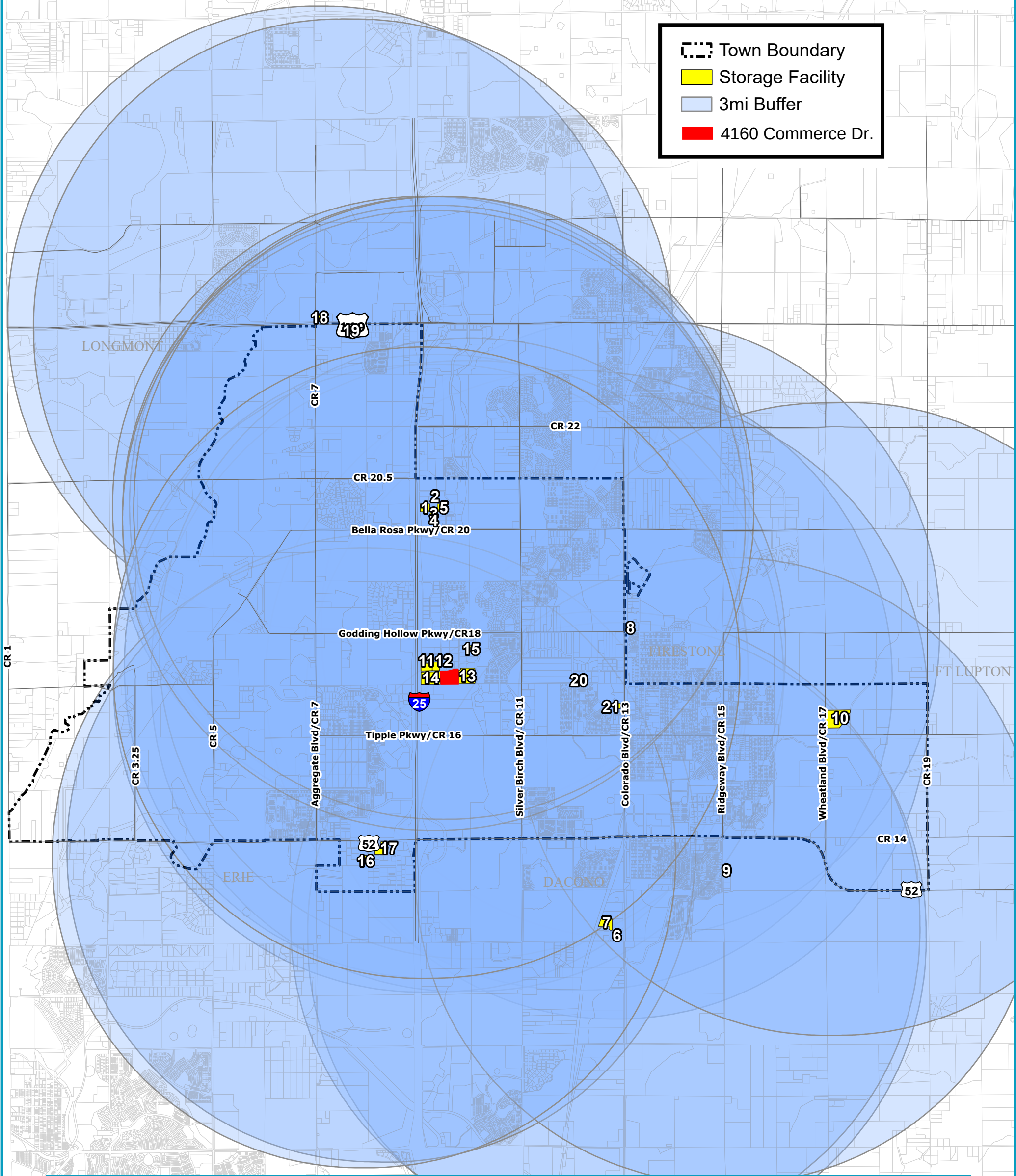


Exhibit B





Town Boundary

Storage Facility

Label	Name	Parcel ID	Street No	Street Name	Label	Name	Parcel ID	Street No	Street Name
1	Bear Industrial Business Park	131314002003	9051	Bruin Blvd	12	Frederick West Business Center	131326204004	7245	Johnson Dr
2	Bear Industrial Business Park	131314002005	9191	Bruin Blvd	13	Frederick West Business Center	131326208001	7550	Commerce Dr
3	Bear Industrial Business Park	131314003003	4200	Busch Pl	14	Frederick West Business Center	131326209005	4001	Commerce Ct
4	Bear Industrial Business Park	131314003002	4180	Busch Pl	15	Frederick West Business Center	131326212999	7100	Miller Pl
5	Bear Industrial Business Park	131314002006	9201	Bruin Blvd	16	Glacier Business Park	146703205999	3550	Imperial St
6	Dacono	146701404007	156	Miller Dr	17	Glacier Business Park	146703132001	3630	Hwy 52
7	Dacono	146701405001	201	Thomas Ct	18	Longmont	131303000010	3031	HWY 119
8	Firestone	131119302002	125	Grant Ave	19	Longmont	131310219001	10891	CR 7 1/2
9	Fort Lupton	146905000024	5770	CR 15	20	Meadowlark Business Park	131325110001	7521	Meadowlark Dr
10	Fort Lupton	131128300056	7124	CR 17	21	Tops Business Park	131325431001	5970	Hurst St
11	Frederick West Business Center	131326215001	7750	I-25 Frontage Rd					





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

ROW Vacation Pertaining to the Final Plat for Silverstone Marketplace

Agenda Date: Town Board Meeting - November 14, 2023

Attachments: a. ROW Vacation Exhibit from Galloway signed 10/26/23

Finance Review: _____
Administrative Services

Submitted by: Eli Betz
Development Review Engineer

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:



Community and Economic Vitality – This request aligns with the Town’s retail strategy by taking the necessary steps to progress the Silverstone Marketplace development.



Effective, Efficient and Strategic Government – This request will help prevent any timeline extensions for the Silverstone Marketplace development.

Summary Statement:

The purpose of this request is to vacate ROW within the Town that was not captured by the applicant in the original Plat of Silverstone Marketplace, but which would conflict with their east property line.

Built on What Matters.

Detail of Issue/Request:

This ROW to be vacated was shown in the Miner's Village Filing No. 1 Subdivision Amendment Plat as 30' of ROW west of the Section line. Currently the approved Silverstone Marketplace Plat shows ROW dedicated west of the section line as necessary for final buildout of Colorado Blvd, but this is only approximately 10' wide meaning that there is currently 20' of ROW on the east lots of the current Silverstone Marketplace Plat that would be in conflict. This ROW vacation will remove that conflict and will prevent future disputes concerning this item.

This ROW vacation will be required for the development of prime commercial area in the Town, which will ideally increase tax base and quality of life for the citizens of Frederick.

Legal Comments:

The attached exhibit will provide clarity for the already approved Plat for Silverstone Marketplace preventing future disputes over ROW location.

Alternatives/Options:

This item could be ignored which could potentially solve the issue since a plat that is not disputed for 3 years is considered final; however, since the ROW is public property there is no statute of limitations for public land this would create confusion in the future and is thus not desirable.

Financial Considerations:

Not Applicable.

Staff Recommendation:

Staff recommends vacation of this ROW so that the final Plat presented before the Board previously will not have any conflicts that will need to be addressed at a later date.

**LEGAL DESCRIPTION
RIGHT-OF-WAY VACATION**

A RIGHT-OF-WAY VACATION ON OUTLOT B AND C, SILVERSTONE MARKETPLACE PLAT RECORDED AT RECEPTION NO. 4917029 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN FREDERICK, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, MONUMENTED BY NO. 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3-1/4" ALUMINUM CAP, STAMPED LS 38209;

THENCE N00°01'34"E, A DISTANCE OF 234.72 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEASTERLY CORNER OF SAID SILVERSTONE MARKETPLACE PLAT MONUMENTED BY 24", NO. 5 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;

THENCE N89°45'56"W, A DISTANCE OF 10.91 FEET TO THE SOUTHEASTERLY CORNER OF SAID OUTLOT B AND THE POINT OF BEGINNING;

THENCE N89°45'56"W, A DISTANCE OF 19.09 FEET ON THE SOUTHERLY LINE OF SAID OUTLOT B TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13/COLORADO BLVD. RECORDED AT BOOK 100, PAGE 157 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEING MONUMENTED BY STEEL ROD OF UNKNOWN LENGTH WITH AN ALUMINUM CAP, STAMPED PLS 27936;

THENCE N00°01'34"E, A DISTANCE OF 932.97 FEET ON SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHERLY LINE OF SAID OUTLOT C;

THENCE S50°07'12"E, A DISTANCE OF 15.77 FEET ON SAID NORTHERLY LINE TO A NON-TANGENT CURVE TO THE RIGHT;

THENCE ON SAID NORTHERLY LINE AND NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 111.50 FEET, A CENTRAL ANGLE OF 05°59'45", A DISTANCE OF 11.67 FEET, A CHORD BEARING OF S36°46'01"E WITH A CHORD DISTANCE OF 11.66 FEET;

THENCE S00°01'34"W, A DISTANCE OF 913.59 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 17,649 SQUARE FEET OR 0.405 ACRES, MORE OR LESS.

BASIS OF BEARING: ALL BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST CORNER OF SECTION 36, HAVING AN ASSUMED BEARING OF NORTH 00°01'34" EAST, MONUMENTED ON THE SOUTH BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 3-1/4" ALUMINUM CAP, STAMPED "LS 38209," AND ON THE NORTH BY A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2-1/2" ALUMINUM CAP WITNESS CORNER, STAMPED "LS 38512."

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.



PREPARED FOR AND ON BEHALF OF GALLOWAY
BY READE COLIN ROSELLES, PLS# 37911

EXHIBIT B

EAST QUARTER CORNER
SECTION 36, T. 2 N., R. 68 W.
FOUND NO. 6 REBAR OF UNKNOWN LENGTH
WITH 2-1/2" ALUMINUM CAP,
30' WITNESS CORNER, STAMPED "LS 38512"

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	5°59'45"	11.67	111.50	S36°46'01"E	11.66

LEGEND



ALIQUOT CORNER (AS DESCRIBED)



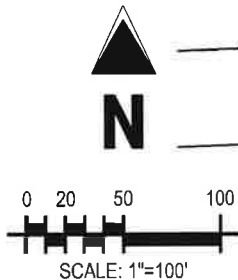
FOUND MONUMENT (AS DESCRIBED)

———— RIGHT-OF-WAY VACATION

----- SECTION LINE

----- EXISTING EASEMENT

ALL LINEAL UNITS ARE US SURVEY FEET



80' WELD COUNTY
ROAD NO. 13 VACATION
RELEASED BY REC. NO. 3687517

FOUND STEEL ROD OF UNKNOWN LENGTH
WITH ALUMINUM CAP STAMPED "PLS 27936"

POINT OF COMMENCEMENT
SOUTHEAST CORNER, SECTION 36 T. 2 N., R. 68 W.
FOUND NO. 6 REBAR OF UNKNOWN LENGTH
WITH 3-1/4" ALUMINUM CAP STAMPED "LS 38209"

RIGHT-OF-WAY
VACATION
17,649 SF
0.405 AC

SILVERSTONE
MARKETPLACE
REC. NO. 4917029

30' RIGHT OF WAY
BOOK 100, PAGE 157

30' NON-EXCLUSIVE PERPETUAL
RIGHT-OF-WAY AND EASEMENT
RELEASED BY REC. NO. 4919379

S50°07'12"E
15.77'

OUTLOT C

LOT 3/

LOT 4

N0°01'34"E 932.97'
S0°01'34"W 913.59'

COUNTY ROAD 13/COLORADO BLVD.
(RIGHT OF WAY VARIES)

10.91' RIGHT-OF-WAY
REMAIN PER SILVERSTONE
MARKETPLACE
REC. NO. 4917029

N0°01'34"E 2656.78'
BASIS OF BEARINGS

N89°45'56"W
10.91'

FOUND 24", NO. 5 REBAR
WITH 1-1/4" ORANGE
PLASTIC CAP,
STAMPED "PLS 37911"

POINT OF
BEGINNING

N0°01'34"E
234.72'

LOCATED IN THE SOUTHEAST QUARTER,
SECTION 36, T. 2 N., R. 68 W., OF THE 6TH P.M.,
TOWN OF FREDRICK, COUNTY OF WELD, COLORADO

RIGHT-OF-WAY VACATION EXHIBIT

Project No: EDI000026.10

Drawn By: AN

Checked By: RCR

Date: 10/24/2023

Galloway

5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300 • GallowayUS.com