



Built On What Matters

Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, June 10, 2025

7:00 PM

Work Session 6:00 PM

Agenda

Regular Meeting 7:00 PM

Work Session 6:00 pm

A. Legislative Update

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

B. Scholarship Recipient Celebration -

C. Community Funding Request - St. Vrain Valley Schools Education Foundation
-

D. Community Funding Request - Frederick High School Music Foundation -

Public Comment

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

Staff Reports

E. Administrative Report -

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a

Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- F. Approval of Minutes
- G. Resolution 25-R-34 Historic Preservation Committee Bylaws -
Ali van Deutekom, Planning Manager
Tricia David, Town Clerk

Action Agenda

- H. Ordinance No. 1405 for Land Use Code Amendments to Article 9, Oil and Gas Drilling and Production -
Robert Aronoff, Oil & Gas Liaison
Matt Sura
Outside Council
- I. Resolution 25-R-36 Grant Administrator's Report -
Traci Garcia Castells, Grants Administrator
- J. Ordinance No. 1406 for Administrative Citations Land Use Code Update -
Justin Ritter, Neighborhood Services Coordinator
- K. Resolution 25-R-38 LightGig Master License Agreement -
Jason Meyers, Town Attorney
- L. Resolution 25-R-39 PW Facility Electrical Utility Easement -
Colby Johnson, Parks and Open Space Director
- M. Resolution 25-R-40 Public Works Facility Bid Pack # 3 Approval -
Bryan Ostler, Town Manager
Colby Johnson, Parks and Open Space Director

Mayor and Trustee Reports

Adjournment

[MEET_FOOT]

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	St. Vrain Valley Educational Foundation, Inc		
	2 Business name/disregarded entity name, if different from above.		
	St. Vrain Valley Schools Education Foundation		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) Non Profit		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)			
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐			
5 Address (number, street, and apt. or suite no.). See instructions. PO Box 2598 6 City, state, and ZIP code Longmont, CO 80502 7 List account number(s) here (optional)		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

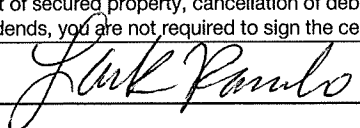
Social security number										
				-						
or										
Employer identification number										
8	4			-	0	9	7	9	9	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/22/2025
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ST. VRAIN VALLEY SCHOOLS EDUCATION FOUNDATION BOARD OF DIRECTORS

Officers

Kelli Kanemoto, President
Community Member

Kevin Rickman, Treasurer
CPA/Shareholder
Brock and Company CPA's

Directors

Susanne Els
Community Member

Paula Nelsen
Co-Owner
Lascarco

Hilary Sontag
Executive Director of Advancement & Strategic Partnerships
St. Vrain Valley Schools

Rob Vermillion
VP of Sales & Strategic Partnerships
Echo Boomer Design

Nicole Wempe
Vice President/Project Manager
Golden Triangle Construction

Matthew Zavala
Fire Captain
City of Boulder Fire-Rescue

STAFF

Lark Rambo, Executive Director
Tammy Palombo, Program Manager
Michelle Phelan, Community Liaison

OGDEN UT 84201-0038

In reply refer to: 0437990074
July 21, 2017 LTR 4168C 0
84-0979954 000000 00
Input Op: 0437990074 00033199
BODC: TE

ST VRAIN VALLEY EDUCATIONAL
FOUNDATION INC
PO BOX 2598
LONGMONT CO 80502-2598



028659

Employer ID Number: 84-0979954
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated July 12, 2017, regarding your tax-exempt status.

We issued you a determination letter in August 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

028659.628078.445920.3966 1 AB 0.403 536



ST VRAIN VALLEY EDUCATIONAL
FOUNDATION INC
PO BOX 2598
LONGMONT CO 80502-2598



028659

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.



The IRS address must appear in the window.

0437990074

BODCD-TE

Use for payments

Letter Number: LTR4168C

Letter Date : 2017-07-21

Tax Period : 000000



840979954

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038



ST VRAIN VALLEY EDUCATIONAL
FOUNDATION INC

PO BOX 2598

LONGMONT CO 80502-2598

840979954 UJ STVR 00 2 000000 670 000000000000

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

DEPARTMENT OF THE TREASURY

Date:

JUN 04 2006

FHS MUSIC FOUNDATION
600 5TH ST
FIRESTONE, CO 80530-7008

Employer Identification Number:
20-1601416
DLN:
17053125013046
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 9, 2004
Contribution Deductibility:
Yes

Dear Applicant:

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

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

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

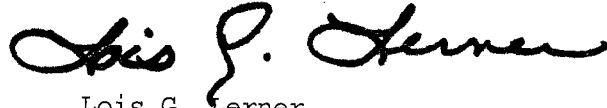
If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Letter 947 (DO/CG)

FHS MUSIC FOUNDATION

Sincerely,

A handwritten signature in black ink, reading "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent and the last name "Lerner" following in a similar style.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

FHS Music Foundation Board

Directors:

Christopher Thomas: Band

Kyle Liss: Orchestra

Kevin Brown: Choir

Nathan Park: Jazz

Kendle Butterworth: Theatre

Marianne Noyes: Fundraising

Krisitn Fifield: Vice President

Meagan State: Grants and Promotions



Town of Frederick Admin Report 6.10.25

Upcoming Board of Trustees Meetings:

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

- June 10, 2025 – Regular Meeting
- June 24, 2025 – Meeting Canceled: CML Conference
- July 8, 2025 – Regular Meeting
- July 22, 2025 – Regular Meeting



Effective, Efficient & Strategic Government Operations

- The PROST Commission held their Annual Parks and Open Space Tour on May 14 and visited FRA, Bella Rosa, Centennial Park, the new PW Facility, and drove by the new high school on the west side of I-25. The next meeting will be on June 11, where we will be discussing ongoing capital projects and a financial update prior to a draft budget being brought to the Commission in July.
- The Town's Oil & Gas Liaison is continuing comprehensive improvement to the oil and gas section of the Town's website. The redesign focuses on enhancing transparency, accessibility, and public education.
- The Town's Neighborhood Services Coordinator is currently finalizing an administrative citation land use code update in an effort to speed up compliance efforts.
- The Town Clerk's Office plays an integral role in the smooth, ongoing function of Town Government. The following is the current Town Clerk Report:
 - Liquor Licensing
 - 1 new liquor licenses application
 - 1 License in renewal process
 - No Current Enforcement Issues
 - 15 total licenses

Built on What Matters.

Liquor License Name	Expiration Date	License Type	Takeout/ Delivery / Optional Premise
7 - Eleven Store 35269B	3/21/2026	Fermented Malt Beverage Off (city)	
7 - Eleven Store 38638A	12/25/2025	Fermented Malt Beverage Off (city)	
Back 9 at Bella Rosa	9/3/2025	Hotel + Restaurant Optional (city)	1 Optional Premise Renewal in Progress
Circle K Store 2706787	11/12/2025	Fermented Malt Beverage (city)	
Frederick Liquor and Store	2/21/2026	Liquor Store (city)	Delivery
Frederick Travel Center	6/30/2026	Fermented Malt Beverage (city)	
Georgia Boys Smokehouse	1/23/2026	Hotel + Restaurant (city)	Takeout & Delivery
Glacier Liquors	9/4/2025	Liquor Store (city)	
Mirror Image Brewing Company	11/3/2025	Brew Pub (city)	Takeout
Lola's Kitchen Tacos Y Tequila	11/2/2025	Hotel + Restaurant (city)	
Rock Solid	10/18/2025	Tavern (city)	
Rumbo 52	11/20/2025	Hotel + Restaurant (city)	Takeout
Gabe's Café LLC	9/27/2025	Hotel + Restaurant (city)	
Meco Coffee Collective	12/9/2025	Hotel + Restaurant (city)	
King Soopers #154	04/14/2026	Fermented Malt Beverage and Wine (city)	New License
Chipotle Mexican Grill #5480		Beer + Wine (city)	New License Hearing 07/11/25

Court Numbers

<i>April Court Numbers</i>										
Early Pay	Traffic	Criminal	Animal	Virtual Court	Review	Restitution	Interpreter	Trial	Total Appearances	FTAs
31	18	17		2	15	0	1	0	50	3
<i>May Court Numbers</i>										
Early Pay	Traffic	Criminal	Animal	Virtual Court	Review	Restitution	Interpreter	Trial	Total Appearances	FTAs
18	11	8	3	3	24	0	4	1	46	8

Colorado Open Records Requests April 2025

- 18 Requests were completed and closed for April 2025:

Schyler Egan	Copies of the Preliminary Plat and Preliminary Development Plan for the Penrose Place Subdivision
Joan Peete	January through March 2025 Detached Residential New Construction Permit information
Marc Prinz	Civil Drawings for the Eagle Valley Re-Plate A and Master drainage report
Kristen Hoffman	ALL issued building permits for Residential & Commercial properties from 4/1/2025 - 4/30/2025.
Gabby Smith	Residential Building Permit Reports For the month of March
Remaya Campbell	A digital list containing the names, rank/title, and hire dates of all persons (including officers) currently on the payroll of the Frederick Police Department.
Barry Shaw	records of the unfinished basement floor plan
Lindsey Edwards	Purchase Agreements, Contracts, Invoices or Receipts for products and/or services provided by StreetCop between 2010-2025
Malinda Webb	copy of the most recent roofing permit-161 Emilio Ct Frederick, CO 80530
Katherine Hutson	Monthly sales tax revenue that the town collects September 2024 to most recent in 2025
James Urban	personnel records related to the employment of Chief Building Official
Joshua Laird	All records regarding the installation of the ten test wells. The results of the hobo devices installed in wells around town on private properties for ground water study. All results of the ground water study that was performed by Smith environmental to address t
Matthew Chudacoff	All documents related to Fox Chase Properties for the period of August 1, 2024 to the present
Jerry Xie	structural design plan for the canopy at 613 Meadowbrook Parkway, CO
Jerry Xie	structural design plan for the canopy at 5500 14th St, Frederick, CO
Katy Goles	Godding Hollow SWMM files from the study conducted in the "Town of Frederick/City of Dacono Stormwater Outfall Systems Plan (OSP)"
Misty Ruhlman	all purchasing records from 1/31/2025 to current
Kim Palmer	Current Waste Connections agreement/Contract for trash and recycling

- The Communications team is continuing to advance their skills through training and events such as the ESPIOC Conference, the Government Social Media 2025 Conference, and as panelists for the ICMA Misinformation Management: Protecting Public Trust webinar.
 - In May, the Communications team welcomed two new team members: Walker Ruh, our newest Communications & Engagement Specialist, and Tayla Wilson, our new Digital Media Specialist II. Welcome, Walker and Tayla!



Community and Economic Vitality

- The Town celebrated the King Soopers grand opening with the public on May 21. Thank you to our Communications & Engagement team who assisted with event logistics and captured photos and video, to everyone who attended, and to all who had a part in bringing this project to completion!
- The Communications team continues to collaborate with Intrepid Fiber ahead of their groundbreaking ceremony. They are scheduled to break ground on June 6.
- Parks staff installed 14 planter boxes in Downtown Frederick in early May. These are self-watering boxes and staff will continue to monitor their success with the potential for more installations next year.
- Family Golf Day was held at Bella Rosa on Saturday May 24. This free family event is open to the public and involves showcasing our clubhouse and practice facilities, as well as offering fun golf games and lunch. Over 100 people attended this year.
- The Tree Program vouchers were sent out to all selected participants this year. These participants have until July 15 to use their voucher.
- The Youth Conservation Corps project began at FRA in mid-May. The Youth Corps planted an additional 100 native trees around the area and have been working to remove undesirable invasive species, with work to conclude in early July.
- The Town's Oil & Gas Liaison recently presented proposed amendments to Article 9 of the Land Use Code before the Planning Commission.
- Economic Development staff hosted the monthly downtown meeting on May 21. Staff invited members from the Arts Committee to share their "Music in the Park" event and worked on collaboration ideas, discussed the notice to proceed from CDOT regarding the Town's concrete repair grant program, shared an update on the parking lot project, reviewed our existing grant programs, and celebrated the new banners and planter boxes along Fifth Street.
- The Town's Neighborhood Services Coordinator has been supporting retail attraction by pursuing code compliance that enhances community appeal. He is also ensuring land use code standards are upheld, implementing processes that save time and money for the community, and continuing compliance efforts that affect public safety.
- For a list of all active development applications currently under review by the Town's Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies, please follow these links to our ["What's Developing"](#) map and webpage, ["Development Applications Under Review."](#)



Dynamic, Inclusive & Connected Community

- The Economic Development team hosted the Q2 Roundtable at the Frederick Firestone Fire Protection District and included representatives such as Dan Woog, Brenda Dones, Kevin Ross, and a representative from Gabe Evans' office. Staff believe that giving the business community a way to interact with other elected officials helps broaden their understanding of how to get involved with the issues they are facing, as well as gets Frederick on those officials' radars as we are tackling legislation that affects us now and in the future.
- Communications & Engagement updates:
 - Town Event preparation:
 - 42 Sponsor applications
 - 60 Food Vendor applications (all spots are full)
 - 108 Market Vendor applications
 - Burro Race Registration is live – 10 burro race registrations have been received already
 - The Memorial Day Ceremony was on Friday, May 23 and featured speakers Mayor Pro Tem Brown and Trustee Mahan. The agenda included the National Anthem, stories from community members, and Taps played on the trumpet.
 - Our first Community Tour & Talk was May 21 in the No Name Creek neighborhood. On this beautiful weather night, we served 85 meals. Preparation is well underway for our next Community Tour & Talk on June 25.
 - Preparation is underway for Frederick in Flight, including meetings with the pilot coordinator, permit applications, hot air balloon passenger forms, and many interdepartmental meetings.
 - Staff are working with vendors for a Downtown banner design, and they are committed to routine communications focused on keeping the community informed.



Strategic, Reliable and Sustainable Infrastructure

- The West Pump Station improvement project was bid out in May, and the lowest responsible bidder was selected and contracted. Work can begin this summer, but it will be substantially finished after the irrigation season concludes in November.
- The Downtown Parking Lot project is proceeding on-schedule. Engineering has teamed up with Parks to update existing and new landscape beds in front of the Administrative Services building, to be installed after construction is complete.
- The Pavement Maintenance Program is proceeding on-schedule. Overlay work on Tipple Parkway will likely begin the first week of June. Crack sealing and other minor maintenance is ongoing in pre-determined areas.

- Parks has entered into a preliminary design contract with AH Architecture for the Bella Rosa Maintenance Shop project. This will allow staff and an architect to continue preliminary design, at a substantially lower cost than a full construction design. Given the state of the General Fund, staff made this move to continue the project moving, but to save budget dollars if the project should not move forward in 2026-2027.
- The non-potable water line to the Frederick Gateway landscape at Colorado and Hwy 52 is being replaced the week of May 27 by the Silverstone contractor. This line was removed to allow construction of the new roundabout and feeds the irrigation of the Gateway as well as the fountain. As soon as its repaired, Parks staff will be able to repair the Gateway and get the fountain operating normally.
- The Town's Oil & Gas Liaison recently finalized a long-standing project in coordination with Western Midstream to restrict public access to the sidewalk west of Agilent in Frederick. The final phase included installation of locked gates and signage which addressed public health and safety concerns.
- Drainage and right-of-way mowing and spraying are in full swing for the summer months. Crews also replaced a damaged storm drain line in the Eagle Valley subdivision that they noticed during their maintenance operations.
- The Stormwater Division has completed the implementation of the OpenGov asset management and work tracking software, which is going live on June 19.
- The Streets Division is working on completion of the third round of street sweeping for the entire town, new sign installations and pothole repairs, installation of new downtown banners to replace those which have been damaged, road grading and dust treatment, as well as installation of a new detection system for the stop lights at the Majestic and Colorado Boulevard intersection.
- Crews are working to install a gate along Tipple Parkway west of Eagle Boulevard to close access to a trail that is no longer in use.
- Public Works crews recently participated in two touch-a-truck events for local elementary school students. Thank you to everyone who participated!
- The Water Division of Public Works recently replaced and installed 21 meters and meter pits for the Town's new AMI system, in addition to the usual meter reads, re-reads, leak investigations, and meter checks for excessive use.
- The Fleet Division has been kept busy by multiple repairs of flat tires, replacing tires on Patrol vehicles, and preventative maintenance for the Town's fleet. They have also rebuilt and repacked a cylinder on the Town's grader to prepare it for county road maintenance throughout the summer, and they have been preparing any patrol vehicles stored at the Public Works facility to ensure they are ready for service in the event any other Police Department vehicles are damaged or in need of maintenance.
- The Communications team has been hard at work designing and printing Capital Improvement Project (CIP) posters and website pages to keep the community informed of progress on the Town's Strategic Plan initiatives.



Safe and Secure

- The Town's Oil & Gas Liaison recently participated in a ride-along with Weld County Oil & Gas inspectors to gain a better understanding of their inspection protocols. This

effort supports proactive regulatory compliance, safety awareness, and informed intergovernmental collaboration on oil & gas issues.

- Communications & Engagement recently provided training on crisis communications to our Police Department personnel during their in-service training days.
- The Police Department swore in the Town's newest officers on May 21. Congratulations to our newest officers in Patrol!



Fiscally Responsible Governance

- The Finance Department is continuing their audit fieldwork for the 2024 fiscal year.



Town of Frederick Board of Trustees

Meeting Minutes

May 13, 2025

FURA Meeting 5:30 PM

Work Session

A. Roads

Call to Order – Roll Call

At 07:00 PM Mayor Crites called the meeting to order and requested roll call. Present were Trustee Mahan, Trustee teVelde, Trustee March, Trustee Brown, Trustee Lamach, Trustee Padia. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers, Town Clerk Tricia David, and Deputy Town Clerk Emily Nitcher.

Approval of Agenda

The agenda was approved as submitted.

Action Agenda

- B. Resolution 25-R-26 A Resolution of the Town of Frederick awarding the 2025 Scholarships. -
Kurtis Adams, Finance Director
Tricia David, Town Clerk
Bryan Ostler, Town Manager

Motion by Mayor Pro Tem Brown and seconded by Trustee March to approve Resolution 25-R-26 A Resolution of the Town of Frederick awarding the 2025 Scholarships.

Upon roll call vote, motion passed unanimously.

Recess for Scholarship Awards (Approximately 30 Minutes)

Special Presentations

Public Comment

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

Mayor Crites requested anyone here to speak on a matter outside the rezone to come forward. There were none.

Staff Reports

- C. Administrative Report -
Bryan Ostler, Town Manager

Bryan Ostler spoke about the next May meeting being scheduled for a mini-retreat for Town Staff to present their department's strategic plans. He also gave an update on the

National Zip Code Coalition.

Sierra Fedder gave an update on Downtown Revitalization. She also spoke briefly about the 5th Street parking lot project that is slated to be completed by the end of July.

Consent Agenda

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- D. Approval of Minutes
- E. List of Bills -
- F. Resolution 25-R-30 Via Transportation Contract -
Teena Estrada, Paralegal
Bryan Ostler, Town Manager

Action Agenda

- G. Resolution 25-R-32 A Resolution of the Town Board of Trustees, approving the Lot 1, Maplewood Subdivision, Filing No. Two, Amendment A, Rezoning from P (Public) with PUD Overlay (Planned Unit Development) to R-2 (Medium Density Residential) with PUD Overlay (Planned Unit Development) and directing the Town Attorney's Office to draft an ordinance memorializing the findings herein for the Mayor's signature -
Audem Gonzales, Senior Planner

Audem Gonzales presented and was followed by a brief presentation by the applicant.

Public hearing was opened at 7:35 pm.

Public Comment began at 8:17 pm.

Corey Merritt - Opposed
Rhonda Swetnam - Opposed
Jon Swetnam - Opposed
Heather Jagodinski - Opposed
Terry Plummer - Opposed
Char Bryan - Supportive
Patrick Berrend - Opposed
Keri Aasmundstad - Opposed
Savannah Bingaman - Opposed
Nicholas Aasmundstad - Opposed
James and Nathan Hargis - Opposed
Jolene Merritt - Opposed
Angie Stiverson - Opposed
Jill Firrins - Opposed
Devona Gooras - Opposed
Phil Gooras - Opposed
Dan Zarnes - Opposed
Nate Stiverson - Opposed

Mark Novak - Opposed
Rudy Bernnar
Val Scott - Opposed
Tonie Wenger - Opposed
Sarah Chavez - Opposed
Peg Acevez
Jon & Corene Nelsoon
Glenn Berry - Opposed
Florence Dufour - Opposed
Cassandra Koger - Opposed
Jolene - Opposed
Jace Koger - Opposed
Meghan Easton - Supportive
Ron - Opposed
Rudy - Opposed

Motion by Trustee Padia and Seconded by Mayor Pro Tem Brown to approve a Resolution of the Town Board of Trustees, denying the Lot 1, Maplewood Subdivision, Filing No. Two, Amendment A, Rezoning from P (Public) with PUD Overlay (Planned Unit Development) to R-2 (Medium Density Residential) with PUD Overlay (Planned Unit Development) and directing the Town Attorney's Office to draft a resolution memorializing the findings herein for the Mayor's signature.
Upon roll call vote, motion to deny passed 4 to 2.

The public hearing was officially closed at 10:20 PM.

- H. Resolution 25-R-31 for the Adoption of Fine Schedule for Commercial Vehicle Violations -
Christine Francescani, Deputy Town Attorney
Ian Albert

Commander Ian Albert presented.

Motion by Mayor Pro Tem Brown and seconded by Trustee Lamach to approve Resolution 25-R-31 for the Adoption of Fine Schedule for Commercial Vehicle Violations.

Upon roll call vote, motion passed unanimously.

- I. Resolution 25-R-28 A Resolution for the Award of Contract - 2025 Seal Project Pavement Maintenance Program Project -
Jason Berg, Engineer

Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to approve Resolution 25-R-28 and 25-R-29.

Upon roll call vote, motion passed unanimously.

- J. Resolution 25-R-29 A Resolution for the Award of Contract - 2025 Pavement Maintenance Program Project -
Jason Berg, Engineer

Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to approve Resolution 25-R-28 and 25-R-29.

Upon roll call vote, motion passed unanimously.

Discussion Item

K. Youth Conservation Corps Update

Mayor and Trustee Reports

Trustee Padia mentioned that her address was within the range of notice regarding the Maple Street item and that she did receive the notices. There was a brief discussion about the May 21st Community Tour & Talk.

Also during this time, Ryan Johnson, Assistant Town Manager addressed the Board about legislative updates and Jason Meyers, Town Attorney, mentioned the possibility of representing Frederick on the CML Executive Committee.

Adjournment

There being no further business of the Board of Trustees, the meeting was adjourned at 11:42 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 25-R-34 Historic Preservation Committee Bylaws

Agenda Date: Board of Trustees June 10, 2025

Attachments:

1. Historic Preservation Committee Bylaws
2. Resolution HPC Bylaws

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS - 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 community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

Summary Statement:

This resolution will adopt Bylaws governing operations of the Historic Preservation Committee (HPC).

Detail of Issue/Request:

First, this action will adopt an official name, Historic Preservation Committee.

Second, this action will adopt Bylaws governing the operations of the HPC. The Bylaws were created specifically for Frederick, but are generally similar to those of other Colorado communities.

The Bylaws outline the general purpose of the Commission, which is to:

Create and maintain an inventory of historical assets within the Town of Frederick.
Advise the Board of objects, structures, or other features in the Town with historic significance that may be in danger of being lost or damaged.

Assess the community for key community places, buildings, and historic resources and develop a historic preservation policy that will enable the Town to designate historic structures.

Publicize and disseminate the history of the Town through educational programming, publication, social media, etc., working in coordination and collaboration with other committees and local organizations.

They also govern Membership and Election of Officers, Regular and Special Meetings, Study Sessions, Committees, Ethics and finally, Amendments to the Bylaws.

Legal Comments:

The Deputy Town Attorney has created the attached Resolution and Bylaws.

Alternatives/Options

1. Adopt the Resolution – Adopt the Resolution without change, establishing the Historic Preservation Committee and authorizing bylaws governing its operations.

2. Adopt the Resolution with changes – Adopt the Resolution with prescribed changes, establishing the Historic Preservation Commission and authorizing bylaws governing its operations.

3. Deny the Resolution - Advise staff on substantial changes desired to bring back to the Board at a future date.

Financial Considerations

There is no financial consideration to this resolution.

Staff Recommendation

Staff recommends the Board adopt this resolution.

Community Impact

The Historic Preservation Committee plays a crucial role in ensuring that development respects and enhances a community's past while contributing to a sustainable and vibrant future.

**Bylaws of the Historic Preservation Committee
Town of Frederick, Colorado**

Article 1. Name

The organization shall be referred to as the “Town of Frederick Historic Preservation Committee.”

Article 2. Mission Statement and Purpose:

Mission Statement: The Historic Preservation Committee on behalf of the Frederick Town Board of Trustees is responsible to:

Create and maintain an inventory of historical assets within the Town of Frederick.
Advise the Board of objects, structures, or other features in the Town with historic significance that may be in danger of being lost or damaged.

Assess the community for key community places, buildings, and historic resources and develop a historic preservation policy that will enable the Town to designate historic structures.

Publicize and disseminate the history of the Town through educational programming, publication, social media, etc., working in coordination and collaboration with other committees and local organizations.

Purpose: To create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of Buildings, Structures, Sites, Objects, and Historic Districts for preservation.

Article 3. Membership

Membership selection: The current Board of Trustees with the support of staff to the Town of Frederick Historic Preservation Committee will select Committee members using an application and interview process.

Eligibility: Voting members must be residents of Frederick and be a minimum 18 years of age.

Members may not have direct or indirect financial or economic interest in any business or undertaking that has business before the Committee. In the event of a conflict of interest, the member shall abstain from voting and participating in discussions related to the matter.

Article 4: Leadership and Structure

- A. Chairperson: The Chair shall be elected by the Committee from the membership and is responsible for presiding over all meetings of the Committee, calling special meetings, and work sessions as needed.
- B. Vice-Chair: The Vice-Chair shall be elected by the Committee from the membership and shall assume all duties of the chair during their absence. The Vice-Chair will lead periodic review of the bylaws with the membership when deemed necessary.
- C. Board of Trustees Representative: A representative of the Board of Trustees shall serve as a member of the Committee and may cast the deciding vote in the event of a tie.
- D. Staff Secretary: Shall assure that all records of the Committee are kept and shall transmit to the appropriate records of the Town Clerk to become part of the permanent record. The Secretary will also transmit records to the Committee members as necessary.
- E. Staff Liaison: The Staff Liaison shall assist in creating the agenda and shall serve as the primary point of contact for Committee Members.
- F. Youth Commission Liaison: The Town's Youth Commission may appoint a member to serve as a liaison to the Historic Preservation Committee. The Youth Commission Liaison may participate in discussions but may not vote.

Terms: Each office shall serve two years following the election or until a successor is elected.

Article 5: Meetings

Regular meetings: The Committee will hold regular meetings monthly. Meetings will be held on the second Tuesday of each month at 2:30 pm, unless otherwise communicated in advance by the Chairperson or a designated representative.

Special meetings: Special meetings may be called by the Chairperson or upon written request of 3 committee members.

Quorum: A quorum for all committee meetings shall consist of a majority of the total voting membership. Business may be conducted only when a quorum is present. If a quorum is not met, the meeting may proceed as an informational session, but no official actions or decisions requiring a vote can be taken.

Agenda: An agenda shall be prepared for each meeting and distributed to all Committee members at least 3 days prior to the meeting, unless in the event of a special meeting. Members may request items to be included on the agenda.

Meeting Procedures: Meetings shall be conducted according to general parliamentary procedures. The Chairperson shall preside over meetings, maintain order, and ensure adherence to the agenda.

Voting: Decisions shall be made by a simple majority vote of the voting members present, unless otherwise specified by the bylaws. In the event of a tie vote, the Board of Trustees representative shall cast the deciding vote.

Minutes: Accurate minutes shall be taken for all meetings, including regular and special meetings. These minutes shall be made available to all Committee members prior to the next meeting.

Working Sessions: Work sessions may be called by the Chairperson, a majority of the Committee members, or the Board of Trustees, as deemed necessary. The work sessions will be posted in the designated public location as soon as possible. Work sessions do not require a quorum and no actions or votes will be taken at the work sessions.

Article 6: Commitment to the Public

Inclusivity and Harassment-Free environment: The Committee is committed to fostering an inclusive and diverse environment that respects the dignity and worth of every individual. The Committee shall not discriminate against any person based on race, color, ethnicity, national origin, gender, gender identity, sexual orientation, age, religion, disability, or any other characteristic protected by applicable law. Harassment based on any of the factors mentioned above is strictly prohibited. Any individuals who believe they have experienced or witnessed harassment are encouraged to report such incidents to the proper authority. Any violations by membership may result in disciplinary action up to and including termination from Committee and any related activities.

Public Communication: The Committee shall periodically review and update its policies, bylaws, and procedures to ensure alignment with the principles outlined in this document. All meeting agendas and minutes shall become a permanent record and be posted for public access.

Electronic Communications: Members who communicate with other members on the Committee by email or other electronic methods must adhere to the following protocol to comply with Colorado Open Meetings Law and to ensure that the business of the Committee is not “discussed” by the Committee by electronic means.

- A. One member of the Committee may send an email or electronic communication to one other member of the Committee on any one matter.

- B. E-mails or other electronic communications intended for more than one member of the Committee shall be sent as an email to the Town Staff Liaison, who shall forward the communication to the entire Committee.
- C. All replies to the communication shall be sent to the Staff Liaison, who shall compile all the replies into a single email message and forward the compiled emails to the entire committee.
- D. The Staff Liaison shall not edit or delete any of the messages that are forwarded.
- E. There shall not be any further electronic replies on this matter once a compiled message has been sent to the entire Committee. Any further discussions will be made and announced at the next posted public meeting.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-34**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK
APPROVING BYLAWS GOVERNING THE OPERATIONS OF THE HISTORIC
PRESERVATION COMMITTEE**

WHEREAS, the Frederick Historic Preservation Committee, as an advisory committee to the Town, is dedicated to the long-term stewardship of the Town's historic assets and advises on historical assets within the Town of Frederick for these assets; and,

WHEREAS, the Historic Preservation Committee is dedicated to assessing the community for key community places, buildings, and historic resources, and developing a historic preservation policy that will enable the Town to designate historic structures; and,

WHEREAS, establishing bylaws for the Historic Preservation Committee will assist in effective and efficient Committee operations.

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

The Board of Trustees hereby approves the Bylaws of the Town of Frederick's Historic Preservation Committee, attached hereto.

INTRODUCED, READ, PASSED, AND SIGNED THIS 10th DAY OF JUNE, 2025.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Tricia David, Town Clerk



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Ordinance No. 1405 for Land Use Code Amendments to Article 9, Oil and Gas Drilling and Production

Agenda Date: Board of Trustees June 10, 2025

Attachments:

1. Signed Resolution 25-PCR-03A
2. Ordinance No. 1405_Town of Frederick LUC Article 9 Amendments - Strikethrough Version 5-28-25
3. DRAFT Article 9 Amendments Presentation BOT
4. Planning Commission Legal Notice Affidavit

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



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. Frederick celebrates its downtown and regards it as a gem in the region.

2.5 Continue work on updating the Land Use Code in connection with 1.2 above.



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

Summary Statement:

Land Use Code Amendments related to oil and gas drilling and production.

Detail of Issue/Request:

The proposed Land Use Code Amendments are to generally help with comprehensibility of Article 9.

Background Information:

On April 3, 2019, the Colorado State Senate passed SB 19-181, which was signed into law by the Governor on April 16, 2019. This legislation amended the Colorado Oil and Gas Conservation Act (COGCA), shifting the Colorado Oil and Gas Conservation Commission's (COGCC) mission from "fostering" the oil and gas industry to "regulating" it to protect public health, safety, welfare, the environment, and wildlife. Additionally, SB 19-181 revised the Local Government Land Use Enabling Act, clarifying the scope of municipal and county authority over land use for oil and gas operations within their jurisdictions.

Since 2022, Town staff has collaborated with Matt Sura, our outside counsel on Oil and Gas, to update the Town of Frederick's Land Use Code.

In October 2023, the Board of Trustees adopted interim changes to Article 9 to clarify and address several ambiguous or missing requirements.

During the Spring of 2024, the Town enacted a temporary moratorium on processing requests for oil and gas facilities within Frederick.

On November 12, 2024, the Board of Trustees approved Ordinance 1400, which adopted the newly created Article 9 Land Use Code amendment package and rescinded Ordinance No. 1392 which created a Temporary Moratorium for Oil and Gas Development.

During the implementation of Ordinance 1400, it was determined that additional clarifying amendments were needed in order to make Article 9 of the Land Use Code more comprehensible.

On May 15, 2025, the Planning Commission unanimously approved Resolution 25-PCR-03A, recommending that the Board of Trustees approve without conditions the proposed amendments to Article 9, Oil and Gas Drilling and Production, in the Town of

Frederick.

Request:

These amendments to Article 9 of the Land Use Code regarding Oil and Gas Drilling and Production are proposed in order to make this section of the Land Use Code generally more comprehensible. The majority of the proposed amendments do not substantially change Article 9 of the Land Use Code.

One of the more substantial proposed amendments is in Section 9.19.7 which provides the Right to Enter, meaning that the Town now reserves the right to enter all oil and gas operations for the purposes of inspection and site visits. While this protection already exists under State Statute, this proposed change reaffirms the Town's authority.

Review Criteria:

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

Section 4.7.9.b. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the text of this Code shall not be amended except:

- (1) To correct a manifest error in the text of this Code;
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff;
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Code; or
- (4) To further the implementation of the goals and objectives of the Comprehensive Plan.

Staff believes that sections 1, 2, and 4 of the review criteria are being met with these proposed code amendments.

Public Notice: This project was properly noticed according to the requirements found in Section 4.6 of the Frederick Land Use Code. Additionally, staff emailed the proposed Article 9 amendments to all oil and gas operators active in the Town and the American Petroleum Institute prior to the May 15, 2025, Planning Commission hearing.

Legal Comments:

The Town's Oil and Gas Attorney, Matt Sura, created the draft oil and gas ordinance. The Town Attorney's office has reviewed all the proposed changes. All legal comments have been addressed.

Alternatives/Options

•Approval (Recommended):

I move to approve the Ordinance, which adopts the proposed Land Use Code amendment package.

•Approval with Conditions:

I move to approve the Ordinance, which adopts the proposed Land Use Code amendment package with the following conditions;

1. (list conditions)

•Denial:

I move to deny the Ordinance and direct the Town's Attorney Office to memorialize that decision.

Financial Considerations

Not Applicable

Staff Recommendation

Staff recommends approval of the Land Use Code, Article 9 amendment package to the Board of Trustees.

Community Impact

Relation to FRED Values:

-Family - By ensuring clarity and consistency in regulations, the Town fosters a stable, predictable environment for residential growth and community well-being where families can thrive.

-Respect - The amendments reflect a deep respect for both property owners and the broader community. Amendments were developed with input from various staff members from the planning division, engineering department, and Frederick's outside Oil & Gas legal counsel. Additionally, staff focused on implementing lessons learned from applicants in various stages of projects within the Town.

-Empower - These updates aim to empower applicants, staff, and elected officials with a clearer, more streamlined framework for land use decisions. By reducing ambiguity and improving usability, the amendments allow all users of the code to engage confidently and effectively in the planning process.

-Dedicated - The effort is a result of sustained dedication to good governance, demonstrating the Town's dedication to maintaining a responsive, up-to-date code that reflects community priorities.

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Recommending Approval of Amendments to Article 9 of the Land Use Code regarding Oil and Gas Drilling and Production

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

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the Amendments to Article 9 of the Land Use Code regarding oil and gas production has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public hearing held May 15, 2025.
- 1.4 Proper notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 Said application conforms with the applicable requirements of Section 4.7.9 of the Frederick Land Use Code.

Section 2. This resolution constitutes the written report, findings and decision of the Town of Frederick Planning Commission.

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

This resolution approved this 15th day of May, 2025 by a vote of 4 to 0.

me

Tracy Moe, Chairperson, Planning Commission

**TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1405**

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO,
AMENDING ARTICLE 9, OIL AND GAS DRILLING AND
PRODUCTION, TOWN OF FREDERICK LAND USE CODE, SECTIONS
9.3, 9.4, 9.8, 9.11, 9.14, 9.17, 9.18, AND 9.19 FOR INCREASED
COMPREHENSIBILITY IN ACCORDANCE WITH THE
AUTHORIZATIONS PROVIDED IN SENATE BILL 19-181, PROVIDING
FOR REPEALER, AND PROVIDING FOR EFFECTIVE DATE**

WHEREAS, the Board of Trustees hereby finds, determines, and declares that it has the power to amend this Ordinance pursuant to: the Local Government Land Use Control Enabling Act, C.R.S. § 29-20-101, et seq.; C.R.S. § 31-23-301, et seq., (municipal zoning powers); C.R.S. § 24-65.1-101, et seq. (Areas and Activities of State Interest), C.R.S. § 31-15-103 (municipal police powers); C.R.S. § 31-15-401(municipal police powers); and C.R.S. § 31-15-501 (municipal power to regulate businesses); and C.R.S. § 34-60-106 (oil and gas operators must receive local government approval for drilling permit); and C.R.S. § 34-60-131 (local government power to exceed state oil and gas regulations); and

WHEREAS, the Town of Frederick Board of Trustees previously amended Article 9, Oil and Gas Drilling and Production, Town of Frederick Land Use Code, Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16, 9.17, 9.18, and 9.19, on November 12, 2024; and

WHEREAS, on May 15, 2025, the Planning Commission unanimously approved Resolution 25-PCR-03A, recommending that the Board of Trustees approve the proposed amendments to Article 9 of the Land Use Code contained herein; and

WHEREAS, through implementation of amendments, the Town of Frederick has determined that the amendments contained in this Ordinance will support increased comprehensibility of Article 9, Oil and Gas Drilling and Production, in the Town of Frederick Land Use Code.

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

Strikeout represents deleted text; *** represents blocks of text that are unchanged by this amendment.

Section 1. Article. 9 of the Town of Frederick Land Use Code, *Oil and Gas Drilling and Production*, is hereby amended as follows.

Sec. 9.3. Applicability.

2. *Generally.* Except as noted, this Article shall apply to every subdivision for which a complete preliminary plat application is filed after the effective date of the ordinance codified in Article 9 Section 7. This article shall not apply to: any final plat submitted for approval in compliance with a previously approved preliminary plat; any subdivision for which a preliminary plat application was deemed complete prior to the effective date of the ordinance codified in Article 9 Section 7; or any previously approved planned development in which the development plan includes its own development standards for oil and gas facilities.

~~2.~~ 3. *Standards Document.* The Oil and Gas Standards Document (“Standards Document”) is hereby adopted by reference. The Standards Document will be on file with the Town Manager. The Town Trustees may, by resolution, update the Standards Document as necessary to reflect major changes in required industry standards and practices.

~~3.~~ 4. *Existing Oil and Gas Operations.* Except as noted in Sections 9.3.5, 9.9.2, 9.10.4, 9.11.3, and 9.17, this Article does not apply to “existing oil and gas operations,” which are those surface oil and gas operations for which a drilling permit was issued under the ECMC regulations prior to the effective date of this Article, and under which permit the oil and gas operations were commenced before the effective date. “Existing oil and gas operations” also includes any surface oil and gas operations occurring on real property annexed into the Town on or after the effective date of this Article, provided those operations are occurring as of the effective date of the Annexation pursuant to a drilling permit issued under the ECMC regulations.

~~4.~~ 5. *Other Applicable Land Use Code Provisions.* In addition to the standards of this Article, all existing and permitted oil and gas operations conducted within the Town shall comply with provisions of Municipal Code and Land Use Code of general applicability that are not in direct conflict with the standards of this Article. This includes, but is not limited to, the following provisions the following provisions of this Code:

- a. Provisions for geologic hazards, floodplains or floodways required in Section 9.10.
- b. Provisions for wildlife mitigation procedures required in Section 9.12.
- c. Fencing Requirements in Section 2.16.
- d. Landscaping requirements in Section 2.14.

e. Article 6 of the Land Use Code.

f. Chapters 7, 8, 10, and 11 of the Municipal Code.

~~e.~~ g. Building permits must be obtained for all above ground structures to which the International Building Code applies - Chapter 18 of the Municipal Code.

~~f.~~ h. International Fire Code of Chapter 18 of the Municipal Code.

~~5.~~ 6. *Federal and State Regulations.* The operator shall comply with all applicable federal and state regulations including, without limitation, the OGC act and the ECMC regulations. Where, in any specific case, the requirements of any other Title within the Land Use Code or the regulations of any state or federal agency are in conflict with this Article, the more restrictive requirements shall be imposed.

Sec. 9.4. Location Restrictions.

3. Oil and Gas Locations shall be at least one thousand (1,000) feet from the following:

a. The property line of any existing dwelling units or platted residential lots less than 2.5 acres in size unless all existing surface owners and tenants of any of the affected properties within 1,000' of the relevant point of measurement explicitly agree with informed consent to the proposed Oil and Gas Location;

b. The nearest edge of any existing dwelling units on lots greater than 2.5 acres in size unless all existing surface owners and tenants of any of the affected properties within 1,000' of the relevant point of measurement explicitly agree with informed consent to the proposed Oil and Gas Location;

c. The nearest edge of any commercial building requiring a certificate of occupancy unless all existing surface owners and tenants of any of the affected properties within 1,000' of the relevant point of measurement explicitly agree with informed consent to the proposed Oil and Gas Location;

d. Parks (active and passive), open space or common open space;

e. Community facility;

f. Public water supply surface intakes, aquifer recharge area, or public water supply wells; and

g. ~~Existing reservoirs and approved future reservoirs~~ Existing or future Direct Use Water Supply Reservoirs or classified water supply segments.

5. Working pad surfaces proposed within Town limits shall be at least five hundred (500) feet from the following:

a. Rivers and streams; and

- b. Ditches and canals that transport water used by delivered into, or to augment, a public water supply system.

Sec. 9.8. Pipelines

6. To the maximum extent feasible, operators shall center pipelines, flowlines, gathering lines, and transmission lines in the easement or right-of-way.

~~6.~~ 7. Operators shall use boring technology when crossing streams, rivers, irrigation ditches or wetlands with a pipeline to minimize negative impacts to the channel, bank, and riparian areas, except that open cuts may be used across irrigation ditches if the affected ditch company approves the technique.

Sec. 9.11. Permits Required.

3. Modification of Existing Oil and Gas Facilities.

Any proposed change made to an oil and gas facility or operations shall be reviewed by the Planning Department and is subject to one of the following.

- d. *Plugging and Abandonment Permit.* The plugging and abandoning of a well or pipeline requires a Plugging and Abandonment Permit. An application for a plugging and abandonment permit will include the ECMC Well Abandonment Report (notice of intent), the timeline for plugging activities, and any need to disrupt traffic to accomplish the work. The Permit will be issued administratively and will not require a public hearing.

- (1) *Recordation of Well Location.* The plugged and abandoned well shall be permanently marked by a brass plaque and recorded with County Clerk and Recorder as described in the Standards Document.

- (2) *Recordation of Pipeline Locations; Notice of Abandonment.* The legal description of all flowlines, including transmission and gathering systems, shall be filed with the Manager and recorded with the Weld County Clerk and Recorder within 30 days after completion of construction. Notice of abandonment of any

flowlines shall be filed with the Manager and recorded with the Weld County Clerk and Recorder within 30 days after abandonment. All flowlines, gathering, and transmission lines must be physically removed unless a surface owner agreement executed by an existing surface owner allows abandonment in place or the Manager finds that removal could cause significant damage other infrastructure (such as roads or other utilities) or to the environment.

(3) Once plugging operations are complete, operator will send Town the recording information, written verification that flowlines have been removed, as well as a picture of the required plaque.

Sec. 9.14. Notice to proceed.

3. A copy of recorded easements that will prevent the prohibited land uses within the ~~buffers~~ setbacks listed in 9.18.1 above until the location has been properly plugged and abandoned.

Sec. 9.17. Violation and enforcement.

7. Right to Enter. The Town reserves the right to inspect any existing or permitted oil and gas operations for compliance. Town site visits and inspections may occur without operator present. However, unless urgent circumstances exist, the Town will use best efforts to give prior notice to the operator's contact person at the telephone number before inspections. Inspections in response to odor, noise, or possible violation of rules may occur as soon as feasible upon receipt of the complaint.

~~7. 8.~~ Recovery of fees. Should the Town prevail in any action for legal or equitable relief for a violation of the provisions of this Article, in addition to any other penalties or remedies which may be available, the Town shall be entitled to recover any damages, costs of action, expert witness fees and reasonable attorney's fees incurred.

Sec. 9.18. Development setbacks from wells and facilities.

The purpose of this section is to allow land uses in the vicinity of oil and gas locations that are compatible with the industrial nature of oil and gas operations and disallow those land uses that are incompatible in order to protect public health, safety, and welfare.

1. Minimum setbacks from permitted working pad surfaces:

- a. No new residential, commercial, or mixed uses, school facilities, day care centers, hospitals, nursing home, memory care, Alzheimer's care, senior housing, or assisted living facilities may be constructed within the following minimum setbacks:

Oil and Gas Working Pad Surface	Lot Setback from Facility	Building Setback from Facility
Oil and gas production facility without wells	150'	200'
1 - 4 wells	150'	200'
5 - 14 wells	150'	350'
15 or more wells	150'	500'
<u>Streets shall be a minimum of 50' from producing wells and/or facilities</u>		

- b. Measurements shall be taken from the closest edge of the closest oil and gas facility to the lot line or side of the building.

- c. All existing or proposed flowlines or gathering lines shall be generally located in the center of a 30 foot easement. ~~The setback from a~~ Any flowline or gathering line shall be setback a minimum of 15 feet from the side of any building. Increased setbacks shall be evaluated on a case-by-case basis, with the determining locational factor being the size, pressure, and type of pipeline being proposed.

- d. Public and private sStreets shall not be ~~platted~~ located within fifty ~~seventy-five~~ (7550) feet of a producing oil or gas well or its production facilities.

4. *Post-Production Phase (plugged and abandoned wells):* For oil and gas wells that have been

plugged and abandoned, no building may be placed within 200 feet of the well-bore which must be located and confirmed through digging and exposing the plugged and capped well as described in Sec. 9.19.3. There shall be access for ingress and egress to the ~~buffer setback~~ of a width of not less than 26 feet. The required access may be unimproved. An applicant may be granted an “alternative compliance ~~buffer setback~~” as described below.

a. Alternative compliance ~~buffer setback~~ reduction from plugged and abandoned wells. Upon applicant request, the Manager may approve a reduced ~~buffer setback~~ distance from a plugged and abandoned well in lieu of the minimum 200-foot ~~buffer setback~~ distance provided that the approved reduced ~~buffer setback~~ is not less than 50 feet in width and 100 feet in length. The plugged and abandoned well shall be located in the center of the ~~buffer setback~~. There shall be access for ingress and egress to the ~~buffer setback~~ of a width of not less than 26 feet. The required access may be unimproved. Such access will be granted by an easement created through a separate document and shown on the plat with Weld County Clerk and Recorder reception number before the plat is recorded.

b. An alternative compliance ~~buffer setback~~ reduction plan shall be prepared and submitted in accordance with the submittal requirements established by the Manager. At a minimum, the plan must:

- (1) Clearly identify and discuss the proposed ~~buffer setback~~ reduction and the ways in which the plan eliminates or minimizes the potential adverse effects.

c. Review Criteria. To approve an alternative compliance ~~buffer setback~~ reduction plan, the Manager must first find that the proposed alternative plan eliminates or minimizes the adverse effects referenced in the purpose of this Section equally well or better than would a plan which complies with the separation and spacing standards of this Section.

d. The Manager may require conditions of approval which may specify a larger ~~buffer setback~~ distance or require that the following actions be completed by a qualified professional before development may occur, including but not limited to:

- (1) Remediation of environmental contamination from any historic leaks to background levels or compliance with ECMC Table 915-1 standards as determined by Manager.
- (2) Re-plugging of a previously abandoned well.

Sec. 9.19. Easements, Plats and Development Plans.

1. *New Oil and Gas Locations.* Prior to the issuance of a conditional use permit, an operator must obtain easements that will prevent the prohibited land uses within the ~~buffer setbacks~~ listed

in Sec 9.18.1 above until the location has been properly plugged and abandoned. The Town will review these easements to ensure they provide adequate ~~buffer~~ setbacks and will automatically expire once the wells are plugged and abandoned. The easements must be recorded prior to receiving a Notice to Proceed pursuant to Section 9.14.

2. *Plat Requirements for Existing Oil and Gas Locations.* Every preliminary and final plat and site-specific development plan which falls within a ~~buffer~~ setback described in this section shall submit a location diagram of the location of the well or production site and depict the ~~buffer~~ setback and the restriction on the preliminary and/or final plat or site-specific development plan. The following information shall be denoted on all preliminary and final plats:

3. *Plugged and Abandoned Wells.*

a. Prior to submittal of a preliminary/final plat or site-specific development plan, each plugged and abandoned well shall be located and surveyed. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent bench-mark to monument its existence and location. Such plaque may be above or below ground. Such plaque shall contain all information required on a dry hole marker by the Energy and Carbon Management Commission. The exact location will be recorded at the Weld County Clerk and Recorder.

b. On every final plat or site-specific development plan which contains a plugged and abandoned well, there shall be dedicated a well maintenance and workover setback depicted on the plat, the dimensions of which shall provide a 2+00-foot ~~buffer~~ setback unless Manager has granted an alternative compliance ~~buffer~~ setback of not less than 50 feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the setback. There shall be an easement to provide unimproved access for ingress and egress to the setback of a width of not less than 26 feet to monitor or replug the well if necessary.

Section 2. Effective Date.

This Ordinance shall become effective 30 days after publication as provided in C.R.S. § 31-16-105.

Section 3. Repealer.

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

Section 4. Certification.

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

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

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor



Land Use Code Amendments

Matt Sura, Oil and Gas Attorney
Robert Aronoff, Oil and Gas Liaison

BUILT ON WHAT MATTERS

Strategic Plan



2.5 - Community and Economic Vitality

Continue to work on updating the Land Use Code in connection with Goal 1.2 under Effective, Efficient & Strategic Government Operations.



5 - Safe & Secure

Residents of Frederick experience safety and peace of mind knowing they live in the safest community in Colorado for sustainable growth and development.

Built on What Matters.



Background and Purpose

- October 3, 2024, Planning Commission voted to recommend approval of resolution PCR-24-07 and the resolution was sent to the Board of Trustees.
- November 12, 2024, Ordinance 1400 was approved which adopted the amendment package to Article 9 of Frederick's Land Use Code pertaining to Oil and Gas Drilling and Production.
- During the implementation of Article 9 amendments, staff determined a need for technical changes and increased comprehensibility.
- Minor changes to the code.

Built on What Matters.



Planning Commission

- May 15, 2025, Planning Commission voted to recommend approval of Resolution 25-PCR-03A to the Board of Trustees.

Built on What Matters.



Public Notice

The project was properly noticed according to the requirements found in the Town of Frederick Land Use Code.

- Published notice

Staff emailed all O&G producers and the API to provide upcoming LUC Amendments and answer any questions prior to the public hearings.

Built on What Matters.



Overview of Proposed Amendments

- **Section 9.3.2** – Clarifying how Article 9 applies to subdivisions, preliminary plats, and final plats.
- **Section 9.4.3** – Clarifying that both surface owners and tenants of affected properties must agree with informed consent. Further protects our water supplies from Oil & Gas development within 1,000 feet.
- **Section 9.4.5.b** – Further protects our water supplies from Oil & Gas development within 500 feet.

Built on What Matters.



Overview (continued)

- **Section 9.11.3.d.(3)** – Requires an additional step of providing the Town with recording information post plugging and abandonment of wells.
- **Section 9.17.7** – Right to Enter, giving the Town the authority to enter oil and gas operations for compliance site visits and inspections.

Built on What Matters.



Review Criteria

Section 4.7.9.b. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the text of this Code shall not be amended except:

- (1) To correct a manifest error in the text of this Code;
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff;
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Code; or
- (4) To further the implementation of the goals and objectives of the Comprehensive Plan.

Staff believes that sections 1, 2, and 4 of the review criteria are being met with these proposed code amendments.

Built on What Matters.



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- (4) To further the implementation of the goals and objectives of the Comprehensive Plan.

Staff believes that sections 1, 2, and 4 of the review criteria are being met with these proposed code amendments.

Built on What Matters.



Recommendation

Staff Recommendation: Staff recommends approval of the Land Use Code, Article 9 amendment package to the Board of Trustees.

Built on What Matters.



Motions

- **Approval (Recommended):**
I move to approve the Ordinance, which adopts the proposed Land Use Code amendment package.
- **Approval with Conditions:**
I move to approve the Ordinance, which adopts the proposed Land Use Code amendment package with the following conditions;
1. (list conditions)
- **Denial:**
I move to deny the Ordinance and direct the Town's Attorney Office to memorialize that decision.

Built on What Matters.



Questions?

Built on What Matters.



Land Use Code Amendments

Matt Sura, Oil and Gas Attorney
Robert Aronoff, Oil and Gas Liaison

BUILT ON WHAT MATTERS

NOTICE OF PUBLIC HEARING

TO AMEND THE TOWN OF FREDERICK LAND USE CODE TO UPDATE AND PROVIDE PROCEDURES BY AMENDING ARTICLE 9, OIL AND GAS DRILLING AND PRODUCTION, TO PROVIDE TECHNICAL CHANGES AND INCREASED COMPREHENSIBILITY REGARDING OIL AND GAS DRILLING AND PRODUCTION WITHIN THE TOWN IN ACCORDANCE WITH THE AUTHORIZATIONS PROVIDED IN SENATE BILL 19-181; AND PROVIDING FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

NOTICE IS HEREBY GIVEN that the Board of Trustees will hold a public hearing commencing on Tuesday, June 10, 2025 at 7:00 pm at the Frederick Town Hall, 401 Locust Street, Frederick, Colorado 80530 to consider a proposal to amend Article 9 within the Frederick Land Use Code.

The Board of Trustees will consider whether the proposed amendment meets the requirements of the Frederick Land Use Code and whether the request should be granted.

Any person may appear at the public hearing and be heard regarding the matters under consideration.

Copies of the proposed amendments are available for review in the Frederick Town Hall, 401 Locust Street, Frederick, Colorado.

Dated this 13th day of May, 2025

TOWN OF FREDERICK, COLORADO

By: _____
Tricia David, Town Clerk

Published: Longmont Times Call May 16, 2025-2114767

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

May 16, 2025

Melissa Najera
Signature

Subscribed and sworn to me before me this

11th day of May, 2025.

Shayla Najera
Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1051151
Ad Number: 2114767
Fee: \$34.80



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 25-R-36 Grant Administrator's Report

Agenda Date: Board of Trustees June 10, 2025

Attachments: 1. Resoution - Grant Admin Report June 10 2025

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



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



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

Summary Statement:

During the second quarter, the grant administrator's efforts focused on both securing new funding and ensuring robust compliance with existing grants. Key initiatives

included submitting the T-Mobile grant application and the FY26 appropriations request for the 13/20 Intersection Improvement Project, demonstrating a proactive approach to town development. Concurrently, comprehensive ARPA and general quarterly reporting were completed, alongside preparation for the upcoming COPS Hiring grant, underscoring a commitment to fiscal responsibility and strategic growth.

Detail of Issue/Request:

This detailed request focuses on securing critical funding for the Town of Frederick's strategic development. The primary aim is to obtain a **\$3.3 million federal appropriation for the W13/20 Intersection Improvement Project**, which is vital for alleviating congestion, enhancing safety, and supporting continued growth at a key juncture identified in the Town's Transportation Master Plan. This construction funding is crucial for upgrading infrastructure to meet the demands of a growing community and facilitating regional connectivity with partners like the Town of Firestone.

Beyond infrastructure, the request also targets bolstering public safety through the **COPS Hiring Grant FY25**. This application seeks **\$250,000 in federal funds** toward a **three-year, \$894,711.70 total project budget** (requiring a 25% local match) to hire two additional police officers. These new positions are essential for increasing police presence, improving response times, and strengthening community policing initiatives to ensure Frederick remains a safe and secure place for its residents as the town expands.

In addition to increased staffing and infrastructure improvement, the Town will submit a safety grant to the Department of Transportation for pipeline safety. The grant is \$100,000. The TAG program provides funding for technical assistance related to pipeline safety. Its goal is to strengthen public participation in pipeline safety matters and enable informed communities to play a vital role in the safe operation of pipelines.

In essence, these grant pursuits directly address the Town of Frederick's core strategic goals for 2025-2026: **Strategic, Reliable & Sustainable Infrastructure** and **Safe & Secure community**. By securing these funds, Frederick aims to proactively manage growth by improving critical transportation networks and expanding essential law enforcement services, ensuring a thriving and well-protected future for all.

Legal Comments:

While this item by itself doesn't lend itself to legal approval, each individual grant request would necessarily require legal review and approval upon receipt of a grant award.

Alternatives/Options

- Approval of Resolution No. 25-R-36: The Mayor is hereby authorized to execute the necessary documents and agreements to effectuate the submissions for FY26 Appropriations for CR133 and WCR20 (Bella Rosa Parkway & Colorado Blvd.), COPS Hiring Grant, and Department of Transportation Technical Assistance Grant (TAG) for pipeline safety.
- Approval with Conditions: I move to approve the resolution, which recommends the resolution with conditions for the items...
- Denial: I move to deny the resolution.

Financial Considerations

Securing **\$3.3 million** for the W13/20 Intersection Improvement Project is crucial for Frederick's infrastructure, reducing the burden on local funds for significant construction. The COPS Hiring Grant, while providing **\$250,000** in federal aid, necessitates a **25% local match** for two officers over three years, contributing to an **\$894,711.70** total. For the TAG grant, the grant request is **\$100,000** with no local match. These efforts demonstrate the town's strategic approach to leveraging external funding while committing local resources to critical development and public safety needs.

Staff Recommendation

•Approval of Resolution No. 25-R-36 : The Mayor is hereby authorized to execute the necessary documents and agreements to effectuate the submissions for the FY 26 Appropriations for the WC 13/20 Intersection (Bella Rosa Parkway/Colorado Blvd) Improvement Project, COPS Hiring Program, and the Transportation Technical Assistance Grant (TAG) for pipeline safety.

Community Impact

By securing **\$3.3 million for the W13/20 Intersection Improvement Project**, we're creating safer and more efficient routes for families traveling to school, work, or activities, reducing daily commute stress and increasing precious family time. The **COPS Hiring Grant**, enabling us to add two officers, directly enhances neighborhood safety, fostering an environment where families feel secure and children can thrive, reinforcing the sense of community that defines Frederick.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-36

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, APPROVING GRANT SUBMISSIONS FOR ADDITIONAL FUNDING.**

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

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

WHEREAS, the Town of Frederick Grant Administrator's Office for May and June of 2025 will submit various grants on behalf of the Frederick Engineering Department, Frederick Police Department; Fredreck Oil and Gas Liaison Department; and,

WHEREAS, the submissions for the additional funding for the CO Blvd / Bella Rosa Pkwy intersection project; for the hiring of additional Police Officers; for the community safety planning for pipelines; and,

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

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

- Section 1. Applications.** The following grant applications are pending:
- **FY 26 Appropriations-Highway Infrastructure Funding, \$3.3 million.**
 - **DOJ COPS Hiring Program, \$250,000; 25% local match.**
 - **DOT Technical Assistance Grant (TAG), \$100,000.**
- Section 2. Execution.** The Mayor is hereby authorized to execute necessary documents and agreements to effectuate Grant Awards, if funded, after review by the Town Attorney as applicable.
- Section 3. Effective Date.** This resolution shall become effective immediately upon adoption.
- Section 4. Certification.** The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

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

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Ordinance No. 1406 for Administrative Citations Land Use Code Update

Agenda Date: Board of Trustees June 10, 2025

Attachments:

1. Land Use Administrative Citations Ordinance
2. 25 PCR 04A Signed
3. Public Notice
4. Staff Presentation V2

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



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. Frederick celebrates its downtown and regards it as a gem in the region.

2.1 Create a funding strategy to facilitate the implementation of the Frederick Recreation Area Master Plan.

2.2 Continue implementing our retail attraction strategy to target regional and destination opportunities, traditional and non-traditional retailers, hospitality, and sit-down eating establishments.

2.3 Begin implementation of revitalization strategies for the downtown with "gazelle like" energy to include short-term, mid-term, and long-term projects.

2.4 Complete the Downtown Plan by mid 2025.

2.5 Continue work on updating the Land Use Code in connection with 1.2.

Summary Statement:

This request aims to add an additional compliance mechanism to the Frederick Land Use Code in an effort to provide more efficient resolution of code violations.

Detail of Issue/Request:

In response to rapid growth of the Town, changing priorities from Town leadership, and direction from Board of Trustees work session on January 28, 2025; staff proposes amending Section 6 of the Frederick Land Use Code, to include an additional compliance mechanism that provides for an administrative citation process.

Current enforcement options are:

1. Deny/withhold permits, certificates, or other forms of authorization.
2. Revocation of permits, certificates, or other forms of authorization - requires public hearing.
3. Stop work order - significant business impact.
4. Abatement, injunctive relief, court summons - requires court action.

Frederick does not have a history of heavy-handed enforcement actions for Land Use Code Violations. Town management has indicated a preference for a quick and efficient alternative to the current mechanisms that doesn't significantly impact business or development operations within the Town. The addition of administrative citations will allow the Town to achieve our goal of increased compliance with the Land Use Code in a less impactful and more expeditious manner than the current options.

The option to utilize current mechanisms was considered and it was identified that there was not enough support from leadership to begin issuing court summonses, denying authorizations, revoking authorizations, issuing stop work orders, or initiating other court action for minor code violations absent some other intermediate actions to seek compliance.

Outreach was performed with Denver and Westminster to discuss what has been successful in their organizations. Code sets from various other municipalities (Fort Collins, Loveland, Broomfield, Brighton, Longmont, etc.) were analyzed and the vast majority contained provisions for administrative citations. Ultimately, the Westminster code appeared to be the most streamlined and our proposal is modeled on their successes.

Legal Comments:

The Town's prosecuting attorney was instrumental in drafting and reviewing the proposed updates and has indicated no opposition to the code amendment.

Alternatives/Options

Recommended Motions

Approval: I move to approve the Ordinance, which adopts the Land Use Code amendment package.

Approval with Amendments: I move to approve the Ordinance, which adopts the Land Use Code amendment package with the following amendments;

1. (list amendments)

Denial: I move to deny the Ordinance and direct the Attorney's Office to memorialize that action.

Financial Considerations

While this mechanism does have a fine schedule associated with it with fines increasing for continued non-compliance, it is important to note that the goal has not been nor is it focused on revenue or fee generation. The goal remains to seek compliance on these various code provisions as they have a direct correlation to the long-term preservation and and resilience of neighborhoods in the Town.

Staff Recommendation

The staff recommendation is to approve the Land Use Code Amendment Package as presented.

Community Impact

The Land Use Code Amendment Package supports and reinforces the Town's core FRED values when framed through the lens of community well-being, fairness, and responsible governance.

Family

By strengthening enforcement capabilities, the Town ensures neighborhoods are safe, well-maintained, and predictable places to live. This supports families by:

- Reducing nuisances and unsafe conditions.
- Promoting orderly development that preserves neighborhood character.

- Encouraging compliance that protects property values and quality of life.

Compliance creates a stable, supportive environment where families can thrive.

Respect

Enhanced compliance tools demonstrate that the Town:

- Respects all residents by applying rules consistently and fairly.
- Listens to concerns and takes meaningful action to address violations.
- Holds individuals accountable while maintaining dignity in the process.

Respect is shown through fair processes and a commitment to uphold community standards for everyone.

Empowerment

Clear compliance authority empowers:

- **Staff**, by giving them the tools needed to effectively address problems.
- **Residents**, by ensuring their concerns lead to real outcomes.
- **Property owners**, by creating a level playing field where responsible behavior is protected and rewarded.

Empowerment means giving people the confidence that their voice matters and the system works.

Dedication

This amendment reflects the Town's dedication to:

- Maintaining high standards in public service.
- Responding to community needs with effective solutions.
- Continuously improving how the town manages growth and development.

Dedication is evident in the Town's proactive efforts to protect and enhance the community.

ORDINANCE NO. 1406

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING THE TOWN'S
LAND USE CODE REGARDING ADMINISTRATIVE CITATIONS FOR CODE
VIOLATIONS**

WHEREAS, the Town of Frederick is in the process of updating its Comprehensive Plan and revising its Land Use Code; and

WHEREAS, the Board of Trustees has identified the need to enhance the enforcement provisions of the Land Use Code to promote timely compliance and preserve the health, safety, and welfare of the community; and

WHEREAS, the addition of administrative citation procedures provides an efficient and effective mechanism for addressing code violations, supplementing existing enforcement methods and ensuring consistent application of the Town's regulations; and

WHEREAS, the Board intends that the administrative citation procedures adopted herein shall be implemented upon adoption, incorporated into the revised Land Use Code when the comprehensive update is complete, and reviewed and refined from time to time; and

WHEREAS, on May 15, 2025, the Town of Frederick Planning Commission reviewed the proposed amendments to the Land Use Code and upon such review, recommended that the Board adopt same.

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

Section 1. Article 6, Enforcement. The Town of Frederick Land Use Code is hereby amended to add the following sections in whole:

6.1.3.c.(6) *Administrative Citations.*

(a) *General Intent.*

- i) The Board of Trustees finds that the enforcement of the Frederick Land Use Code is an important public service, and that code enforcement is vital to the protection of the public's health, safety, and quality of life. The Board of Trustees further finds that a comprehensive code enforcement system that uses a combination of judicial and administrative remedies is critical to gain compliance with the Code.

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- ii) This section provides for an administrative enforcement process and administrative penalties that may be imposed for violation of any provision within the Frederick Land Use Code.
 - iii) The purpose of this section is to encourage prompt compliance with the Code and prompt payment of any penalties.

(b) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise:

Administrative Hearing Officer shall mean a person appointed by the Town Manager to hear and determine administrative citation appeals. The Manager may appoint an employee of the Town or another person possessing qualifications acceptable to the Manager as a hearing officer to hear and receive evidence and render a decision on the law and the facts. The hearing officer may not have personally determined the factual issues in controversy prior to any hearing or official decision making, and may have no personal or financial interest in the outcome of the hearing.

Code shall mean all provisions of the Frederick Land Use Code.

Enforcement Official shall mean an employee or agent of the Town authorized to enforce the ordinances of the Town.

Manager shall mean the Town Manager or the Manager's designee.

Responsible party shall mean a person or entity who has violated the Code or, in the case of property violations, the responsible party may also be the property owner, the occupant, or an individual or an entity who, acting as an agent for or in any other legal capacity on behalf of the owner, has authority over property subject to an administrative citation under this section.

Town shall mean the Town of Frederick.

(c) *Authority.*

- i) Any responsible party violating provisions of the Code may be issued an administrative citation by an enforcement official as provided in this section.
- ii) Notwithstanding any other provision of the Frederick Municipal Code or Land Use Code, responsible parties cited under the provisions of this section shall have only the appeal rights granted herein and according to applicable law.
- iii) Each day a violation exists or continues shall constitute a separate and distinct violation for which a separate administrative citation may be issued. However, once an administrative citation has been issued for a violation of the Code, no additional administrative citation shall be issued for the same violation for ten days or, if the responsible party appeals, until after the appeal has been heard at the municipal level and the responsible party has not complied with an administrative enforcement order of the Administrative Hearing Officer within ten days of its issuance or such other time as the Administrative Hearing Officer has specified.

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- iv) A civil penalty assessed by means of an administrative citation may be collected by any means allowed by law.
 - v) Enforcement actions are intended to be cumulative in nature. The Town may pursue one or more civil, criminal, and administrative action, fees, fines, sentences, penalties, judgments, and remedies, and may do so simultaneously or in succession. The enactment of this administrative remedy shall in no way interfere with the Town's right to prosecute violations as criminal offenses.

(d) *Procedures for Issuance of a Notice of Violation and Administrative Citation.*

- i) Whenever the enforcement official determines that a violation of the Code exists, the enforcement official shall give a notice of violation and order to correct ("notice of violation") to the responsible party. The notice of violation shall be in writing and shall describe with reasonable detail the violation so that the responsible party may properly correct it. The notice of violation shall provide a reasonable time for correction given the circumstances of the violation, but not more than 30 days unless approved by the Manager.
- ii) The notice of violation shall be served as follows:
 - a) The enforcement official shall attempt to issue the notice of violation to the responsible party at the site of any violation. If the responsible party is not able to be located, a copy of the notice of violation shall be left with any adult person residing or working at the site, or if no adult person is found at the site and the violation occurred on private property or on property for which the responsible party has responsibility, then a copy of the notice of violation shall be posted in a conspicuous place on the property of the responsible party.
 - b) If the enforcement official is unable to issue the notice of violation to the responsible party personally, then the notice of violation shall be sent via first class mail to the responsible party. In the case of violations occurring on private property where the owner of such property is a responsible party, the notice of violation shall be sent to the address shown in the County Assessor records for the county in which the property is located. In the case of violations occurring on property for which the responsible party is not the owner, the notice of violation shall be sent to the most recent mailing address available to the Town for that responsible party.
 - c) The notice of violation shall be deemed served on the date of receipt by the responsible party, if personally served, or upon the fifth (5th) day after mailing of the notice of violation.
- iii) If after service of the notice of violation, the code violation is not timely corrected, an enforcement official may issue an administrative citation to a responsible party.

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- iv) Service of administrative citation on a responsible party shall be made in the same manner as the notice of violation as described in subparagraph (B) herein, except that the enforcement official shall attempt to obtain the signature of the person receiving the administrative citation on the administrative citation. If that person refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the administrative and subsequent proceedings.

(e) *Contents of Administrative Citation.*

- i) The administrative citation shall state the date and location of the violations, and the approximate time the violations were observed. To the extent possible, the administrative citation shall identify the property in violation by address or legal description.
- ii) The administrative citation shall state the Code sections violated and describe the violations.
- iii) The administrative citation shall describe the action required to correct the violations.
- iv) The administrative citation shall require the responsible party to correct the violations within a reasonable time given the circumstances, but in no case more than 30 days unless approved by the Manager, and shall explain the consequences of failure to correct said violations.
- v) The administrative citation shall state the amount of penalty imposed for the violations.
- vi) The administrative citation shall explain how the penalty shall be paid, the time period by which it shall be paid, and the consequences of failure to pay the penalty.
- vii) The administrative citation shall identify the rights and procedures for appealing the administrative citation.
- viii) The administrative citation shall contain the signature of the enforcement official and the signature of the responsible party if it can be obtained.

(f) *Appeal of Administrative Citation.*

- i) A person served with an administrative citation may file a notice of appeal in person or by mail, postmarked within ten calendar days from the service of the administrative citation. Compliance with this time limit shall be a jurisdictional prerequisite to any appeal brought under this section. Failure to comply with such time limit shall be deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that proper notice of the administrative citation has been provided.
- ii) The notice of appeal shall be made in writing, filed with the Town department identified on the administrative citation, and contain the following information:
 - a) The reasons the appellant believes the administrative citation is objectionable, incorrect, or illegal;

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- b) The amount and type of claim or dispute involved, and the time during which it accrued or occurred;
 - c) The name, address, and telephone number of the appellant;
 - d) If the appellant is to be represented by a legal representative or corporate agent, the name, address, and telephone number of the said representative; and
 - e) The signature of the appellant, legal representative, and/or corporate agent.
- iii) A processing fee of \$35.00 shall be paid simultaneously with the filing of the notice of appeal. The processing fee is not refundable, except as provided in Subsection 1-23-8(l).
 - iv) If, in the opinion of the Manager or the Manager's designee, the appeal meets all of the requirements of subsections (A)—(C) of this section, the Manager shall forward the notice of appeal to the appointed Administrative Hearing Officer.
 - v) If, in the opinion of the Manager or the Manager's designee, the appeal does not meet all of the requirements of subsections (A)—(C) of this section, the Manager shall promptly return the appeal and notify the appellant of what requirements the appeal fails to meet.
 - vi) As soon as practicable after receiving the written notice of appeal, the appointed Administrative Hearing Officer shall schedule a date, time, and location for the hearing, unless, if requested by the appellant and in the sole discretion of the Administrative Hearing Officer, it is submitted on written brief with supporting material for decision without a hearing.
 - vii) Written notice of the date, time, and location of the hearing shall be personally served upon or sent by first class mail to the responsible party at least ten calendar days prior to the date of the hearing.
- (g) *Procedures and Standards at Administrative Citation Appeal Hearings.*
- i) The procedure and format of the administrative citation appeal hearing shall follow procedures as set forth herein.
 - ii) Administrative citation appeal hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply; however, an informal exchange of discovery may be required by the Administrative Hearing Officer or requested by any party. The request must be in writing. Failure to request discovery shall not be a basis for a continuance.
 - iii) The parties to an administrative citation appeal hearing shall be the responsible party and the Town.
 - iv) The Town bears the burden of proof at an administrative citation appeal hearing to establish the existence of a violation of the Code. In the case of an abatement hearing, the Town bears the burden of proof to establish the existence of a public nuisance.

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- v) The standard of proof to be used by the Administrative Hearing Officer in deciding the issues at an administrative citation appeal hearing is by a preponderance of the evidence.
 - vi) The Administrative Hearing Officer shall render written decisions, accompanied by findings of fact and conclusions based thereon.
 - vii) All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.

(h) *Duties and Powers of the Administrative Hearing Officer.*

- i) The Administrative Hearing Officer shall determine whether appeals of administrative citations are valid. In doing so, the Administrative Hearing Officer shall determine whether the administrative citation under appeal was issued in compliance with the requirements of Town ordinances. In each case, the Administrative Hearing Officer shall be charged with performing all functions relating to the final determination and order, and entertaining petitions or motions made in writing. The Administrative Hearing Officer shall perform those duties and functions necessary and incidental to determining the matter, administering oaths, hearing all evidence, examining all documents, ruling on evidentiary questions, and generally conducting the hearing as a quasi-judicial proceeding.
- ii) In the discretion of the Administrative Hearing Officer, parties to the hearing may be required to file a pre-hearing statement before the case is set for hearing. The pre-hearing statement may include: the issues raised by the appeal; agreed and disputed facts; copies of exhibits not previously included in the record; names of witnesses with a brief statement summarizing their testimony; an estimate of the time necessary to present a party's evidence, and other matters as requested by the Administrative Hearing Officer.
- iii) All hearings or, when an appeal is submitted for determination based on written argument and written facts and figures, all examination of such written petitions and papers, shall be conducted by the Administrative Hearing Officer assigned to conduct the hearing or to examine the written material submitted.
- iv) The admissibility of evidence shall be encouraged, and the Administrative Hearing Officer shall consider all evidence that is of probative value. The Administrative Hearing Officer may utilize their experience, technical competence, and specialized knowledge in the evaluation of evidence presented.
- v) Copies, photographs, and photocopies may be admitted into evidence or substituted in evidence in place of original documents.
- vi) Witnesses intended to give opinion testimony as experts must be qualified as such, and their qualifications should be submitted in advance to the Administrative Hearing Officer.

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- vii) Whenever it appears that an appeal is not properly before the Administrative Hearing Officer, or that the appellant for some other reason lacks jurisdiction or standing, the case may be dismissed on the motion of any party or the Administrative Hearing Officer.
 - viii) The written decision of the Administrative Hearing Officer shall be known as an administrative enforcement order.
 - iv) The parties may enter into a stipulated agreement, which must be signed by both parties. Upon approval and acceptance by the Administrative Hearing Officer, this agreement shall be entered as the administrative enforcement order. Entry of this agreement shall constitute a waiver of the right to a hearing and the right to appeal.
 - x) The Administrative Hearing Officer may uphold the administrative citation and all penalties, or dismiss the administrative citation and all penalties, or may waive or conditionally reduce the penalties assessed by the administrative citation. The Administrative Hearing Officer may also impose conditions and deadlines to correct the violation or require payment of any outstanding penalties.
 - xi) If the Administrative Hearing Officer dismisses the administrative citation and all penalties due to the Town's failure to satisfy its obligations under this section, the appellant's \$35.00 processing fee shall be promptly refunded.
 - xii) The Administrative Hearing Officer has continuing jurisdiction over the subject matter of an administrative citation appeal hearing for the purposes of granting a continuance, ordering compliance by issuing an administrative enforcement order, ensuring compliance of that order, modifying an administrative enforcement order, or, where extraordinary circumstances exist, granting a new hearing. The Administrative Hearing Officer may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative enforcement order.
- (i) *Failure to Attend Administrative Citation Appeal Hearing.* Any responsible party who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that proper notice of the hearing has been provided.
- (j) *Failure to Comply with Administrative Enforcement Order.* It is unlawful for a responsible party to an administrative enforcement hearing who has been served with a copy of the final administrative enforcement order to fail to comply with the order. Any person who fails to comply with a final administrative enforcement order shall be guilty of a violation of the Frederick Municipal Code, and upon conviction thereof shall be punished as specified in Sections 1-72(a) and 10-7(e) of the Frederick Municipal Code. Prosecution for failure to comply with a final administrative enforcement order shall not commence until the time to appeal such order has lapsed.

(k) *Penalties Assessed.*

- i) If the responsible party fails to correct the violation, subsequent administrative citations may be issued for violations of the same code section. The penalties assessed for each administrative citation issued for violations of the same code section or sections shall be established by the Manager, but shall not exceed the following amounts, regardless of the number of violations per citation:
 - a) First administrative citation: \$150.00.
 - b) Second administrative citation: \$500.00.
 - c) Third or subsequent administrative citation: \$1,000.00.
- ii) Payment of the penalty shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the Town.
- iii) All penalties assessed shall be payable to the Town of Frederick. Payment of the full amount of the penalty must be received in person or postmarked within ten calendar days of the date of issuance of the administrative citation or administrative enforcement order, or within the time specified on the administrative enforcement order.

(l) *Failure to Pay Penalties.*

- i) The failure of any responsible party to pay the civil penalties assessed by an administrative citation or administrative enforcement order within the time specified on the citation or order, respectively, may result in the imposition of a late fee of \$25.00 and interest at a rate of ten percent per annum.
- ii) In the event of failure to pay all penalties assessed, the Manager may refer the matter for collection by whatever means are available to the Town.
- iii) In the case of violations associated with specific real property, the Town shall have as security for the collection of such late fees, penalties, interest, and administrative costs a lien upon such real property. These amounts may be assessed and collected as specified Section 1-76 of the Frederick Municipal Code.
- iv) Any action or other process provided by law may be maintained by the Town to recover or collect any amounts, including late fees, penalties, interest, and administrative costs, owing under this section.

Section 2. **Codification Amendments.** The codifier of the Frederick Land Use Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this ordinance into the Frederick Land Use Code.

Section 3. **Severability.** If any part, section, subsection, 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, regardless of the fact that any one part or parts may be declared invalid or unconstitutional.

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

Section 5. Effective date. This Ordinance shall take effect according to law.

Section 6. Certification. The Town Clerk shall certify the passage of this Ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

**INTRODUCED, PASSED, ADOPTED, AND ORDERED PUBLISHED IN FULL BY THE
BOARD OF TRUSTEES OF THE TOWN OF FREDERICK THIS ____ DAY OF
_____, 2025.**

ATTEST

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

25-PCR-04A

A Resolution of the Planning Commission

Recommending Approval of Amendments to Article 6 of the Land Use Code regarding
Administrative Citations

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

Section 1. The Frederick Planning Commission finds that:

1.1 An application for the Amendments to Article 6 of the Land Use Code regarding
Administrative Citations has been submitted.

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

1.3 Said application was considered during a public hearing held May 15, 2025.

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

1.5 Said application conforms with the applicable requirements of Section 4.7.9 of the
Frederick Land Use Code.

Section 2. This resolution constitutes the written report, findings and decision of the Town
of Frederick Planning Commission.

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

This resolution approved this 15th day of May, 2025 by a vote of 4 to 0.



Tracy Moe, Chairperson, Planning Commission

NOTICE OF PUBLIC HEARING
TO AMEND THE TOWN OF FREDERICK LAND USE CODE TO UPDATE
AND PROVIDE RELATED DEFINITIONS AND PROCEDURES BY
AMENDING ARTICLE 6 ENFORCEMENT

NOTICE IS HEREBY GIVEN that the Planning Commission will hold a public meeting commencing on Thursday, May 15, 2025 at 6:30 pm at the Frederick Town Hall, 401 Locust Street, Frederick, Colorado 80530 to consider a proposal to amend Article 6 within the Frederick Land Use Code.

NOTICE IS HEREBY GIVEN that the Board of Trustees will hold a public hearing commencing on Tuesday, June 10, 2025 at 7:00 pm at the Frederick Town Hall, 401 Locust Street, Frederick, Colorado 80530 to consider a proposal to amend Article 6 within the Frederick Land Use Code.

The Board of Trustees will consider whether the proposed amendments meet the requirements of the Frederick Land Use Code and whether the request should be granted.

Any person may appear at the public hearing and be heard regarding the matters under consideration.

Copies of the proposed amendments are available for review in the Frederick Town Hall, 401 Locust Street, Frederick, Colorado.

Dated this 28th day of April, 2025

TOWN OF FREDERICK, COLORADO

By: _____
Tricia David, Town Clerk

Published: Longmont Times Call April 30, 2025-2111840

Prairie Mountain Media, LLC

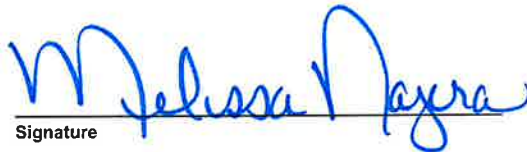
PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Apr 30, 2025


Signature

Subscribed and sworn to me before me this
30th day of April, 2025.


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031985
MY COMMISSION EXPIRES July 31, 2025

Account: 1051151
Ad Number: 2111840
Fee: \$33.93



Land Use Code Amendment

Ali van Deutekom, Planning Manager

Justin Ritter, Neighborhood Services Coordinator

BUILT ON WHAT MATTERS

Strategic Plan



1.2 Effective, Efficient & Strategic Government Operations

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 community's expectations.

2.5 Community and Economic Vitality

Continue work on updating the Land Use Code in connection with Goal 1.2 under Effective, Efficient & Strategic Government Operations.



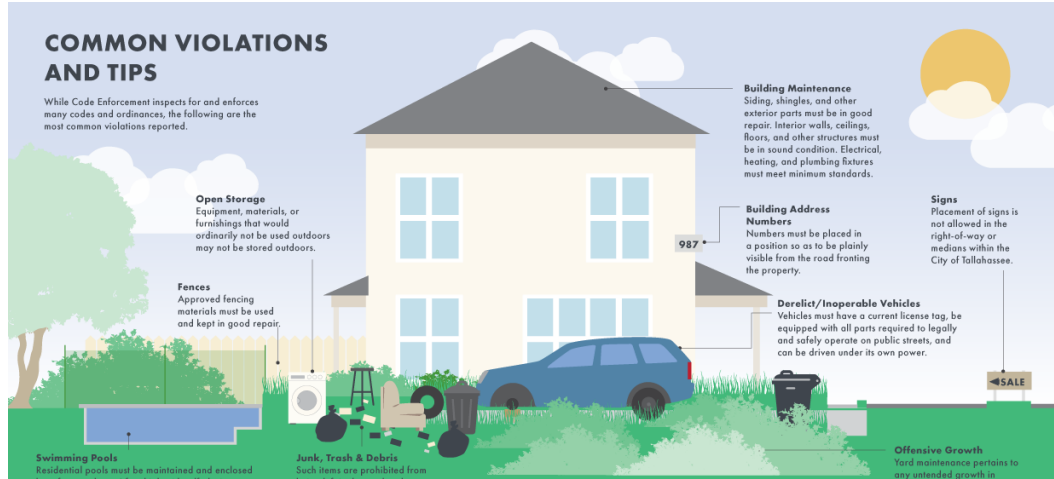
Built on What Matters.

Proposed Amendment

Section 6.1.3.6 Administrative Citation – 1 Additional enforcement option.

COMMON VIOLATIONS AND TIPS

While Code Enforcement inspects for and enforces many codes and ordinances, the following are the most common violations reported.



Open Storage
Equipment, materials, or furnishings that would ordinarily not be used outdoors may not be stored outdoors.

Fences
Approved fencing materials must be used and kept in good repair.

Swimming Pools
Residential pools must be maintained and enclosed by a fence at least 4 feet high with self-closing or self-latching devices on gates or doors.

Junk, Trash & Debris
Such items are prohibited from being left in the yard and must be disposed of properly.

Building Maintenance
Siding, shingles, and other exterior parts must be in good repair. Interior walls, ceilings, floors, and other structures must be in sound condition. Electrical, heating, and plumbing fixtures must meet minimum standards.

Building Address Numbers
Numbers must be placed in a position so as to be plainly visible from the road fronting the property.

Signs
Placement of signs is not allowed in the right-of-way or medians within the City of Tallahassee.

Derelict/Inoperable Vehicles
Vehicles must have a current license tag, be equipped with all parts required to legally and safely operate on public streets, and can be driven under its own power.

Offensive Growth
Yard maintenance pertains to any untended growth in excess of 12 inches in height.

The applicable regulations for all violations may be found at Talgov.com/Code

REPORT AN ISSUE

You can report a violation by calling the Code Enforcement Hotline at 850-891-CODE (2633) or by downloading the DigiTally app on your phone.

DID YOU KNOW?
Some common issues that are NOT handled through Code Enforcement:

- Tree removal services**
(contact a local certified arborist)
- Parking violations and broken meters**
(contact the City's Customer Operations at 891-4968)
- Food safety concerns**
(contact Leon County Dept. of Health at 895-8360)
- Fire safety and venue overcrowding**
(call Tallahassee Fire Department at 891-6600)
- Emergency life safety issues**
(call 9-1-1)

Overview / Purpose

Current State

Rapid growth leading to changing priorities from BOT & leadership. Enforcement options: court summons, deny/revoke permit/CO, stop work order, abatement. Effect: slow resolution or halts business operations.

Analysis

Met w/ other municipalities & analyzed various code sets.

Draft Code

Creates clear standards and processes.

Future State

Quick resolutions without court summonses or halting business operations.

Built on What Matters.



Process Summary

- Procedures for issuing
 - Notifications – how
 - Contents – what
 - Timeline – up to 30 days
- Appeal
 - Within 10 days, \$35
 - Admin Hearing Officer
 - Admin Citation Appeal Hearing
- Fine Schedule
 - \$150, \$500, & \$999
- Non-payment addressed by Municipal Code Sec 1-76
 - Liens, abatement, etc.

Built on What Matters.



Review Criteria

Section 4.7.9.b. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the text of this Code shall not be amended except:

- (1) To correct a manifest error in the text of this Code;
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff;
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Code; or
- (4) To further the implementation of the goals and objectives of the Comprehensive Plan.

Built on What Matters.



Public Notice

The project was properly noticed according to the requirements found in the Town of Frederick Land Use Code.

- Published notice 4/30/2025

Built on What Matters.



Planning Commission Recommendation

The Planning Commission held a public hearing on May 15th, 2025, for the Land Use Code amendment package. The Commission voted 4 yes, 0 no, to recommend approval to the Board of Trustees

Built on What Matters.



Staff Recommendation

Staff Recommendation: Staff recommends the Board of Trustees to approve of the Land Use Code amendment package.

Built on What Matters.



Recommended Motions

Approval (Recommended): I move to approve Ordinance 1406, which adopts the Land Use Code amendment package.

Approval with Amendments: I move to approve Ordinance 1406, which adopts the Land Use Code amendment package with the following amendments;

1. (list amendments)

Denial: I move to deny Ordinance 1406, which denies the Land Use Code amendment package, and direct the Town Attorney to memorialize the denial in writing.

Built on What Matters.



Land Use Code Amendments

Ali van Deutekom, Planning Manager

Justin Ritter, Neighborhood Services Coordinator

BUILT ON WHAT MATTERS



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 25-R-38 LightGig Master License Agreement

Agenda Date: Board of Trustees June 10, 2025

Attachments:

1. 2025 Resolution LightGig MLA
2. Fiber Master License Agreement and Supplemental Site License-5.2925-Clean Final

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



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

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

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

Summary Statement:

This resolution authorizes and memorializes the terms for LightGig to access Town owned Rights-of-Way for the purpose of installing fiber systems in new neighborhoods in Frederick.

Detail of Issue/Request:

LightGig is a provider of fiber optic internet services and wishes to enter into Frederick to provide services, specifically to "greenfield development", or property that is currently not constructed. In their process, they partner with developers to install fiber utilizing joint trenching operations when the infrastructure (such as electric or other utility services) for a new development is being installed.

Federal law requires the Town to allow access to rights-of-way on a non-exclusive and neutral basis. The license agreement will govern the rights and responsibilities for LightGig to have access to the rights-of-way within Frederick. Some protections to the Town include requirements for relocation if necessary for future Town projects, "as builds" and design to ensure other infrastructure is not impacted.

Legal Comments:

Federal communications law requires the Town to allow access to public rights-of-way on a non-exclusive and neutral basis. This agreement is patterned after the agreements that have previously been approved for other providers. The agreement was vetted through outside counsel for communications matters and the Town Attorneys Office.

Alternatives/Options

The Board can table the matter and direct staff to engage in further negotiations if additional language or terms is requested for the agreement. Negotiations would necessarily need to comply with the limitations set by Federal Law.

Financial Considerations

Not applicable.

Staff Recommendation

Staff recommends approval.

Community Impact

Having an additional fiber provider in the Town could improve services. However, with the business model being only in "greenfield development", portions of the community will not be provided service opportunities with this provider. By only developing their

network in new spaces, impacts of trenching and installation would be minimally impactful to the residents.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-38**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO GRANTING
A MASTER LICENSE AGREEMENT FOR FIBER NETWORK**

WHEREAS, the Town of Frederick, holds good and valid title to the Public Rights of Way (“ROW”) and desires to protect and preserve the ROW; and,

WHEREAS, the Town further maintains police power authority to regulate access to and use of the ROW and Public Utility Easements in a manner that protects the public health, safety, and welfare, consistent with applicable law; and,

WHEREAS, the Board of Trustees has approved prior Master License Agreements to other service providers in similar fashion.

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

1. The Board of Trustees approves the granting of a Nonexclusive Master License Agreement for Fiber Optic Network to LightGig Communications, LLC as reflected in the attached Exhibit A and authorizes the Mayor to execute the same.

INTRODUCED, READ, PASSED, AND SIGNED THIS 10TH DAY OF JUNE, 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____, Town Clerk

TOWN OF FREDERICK

NONEXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK

This Master License Agreement (“Agreement”) is dated as of the 10th day of June, 2025 (the “Effective Date”), and entered into by and between the Town of Frederick, a Colorado statutory town (the “Town”), and LightGig Communications, LLC (the “Company”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. The Town holds good and valid title to the Public Rights of Way (“ROW”) and desires to protect and preserve the ROW. The Town further maintains police power authority to regulate access to and use of the ROW and Public Utility Easements in a manner that protects the public health, safety, and welfare, consistent with Applicable Law. The Company must comply with all Town codes, requirements, standards and specifications, and all other applicable federal, state, and local regulations.

B. The Company is in the business of providing Services to its customers through fiber-based telecommunications and broadband networks, including the network (the “Network”) to be installed in the Town, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”) and pursuant to this Agreement.

C. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Right-of-Way (as defined in § 1.7 below) and Public Utility Easements (as defined in § 1.8) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**.

E. Town desires to grant to Company a nonexclusive license (“License”) for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, Town hereby grants to Company, with respect to such interest as Town may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Equipment in, under, or along the ROW, subject to the following conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement.

1.1 “**Applicable Law**” means any statute, ordinance, judicial decision, order (including without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.2 “**Claims**” means (1) losses, liabilities, costs and expenses of any sort, including attorneys’ fees; (2) fines and penalties; (3) costs, including without limitation investigation,

removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) all other reasonably related costs or expenses.

1.3 **“Equipment”** means electronics equipment, transmission equipment, shelters, conduit, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment related to the operation of Company’s Network.

1.4 **“Hazardous Substance”** means any substance or material defined or designated, or other similar term by any Applicable Law presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include without limitation any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

1.5 **“Joint Trenching”** means coordination between two or more entities to install conduct excavation, trenching, boring, or any other means of installing subsurface Equipment within an open trench or conduit.

1.6 **“Network”** or collectively **“Networks”** means one or more of the fiber-optic communication or telecommunication systems operated by the Company to serve its customers in the Town.

1.7 **“Non-Excavating Party”** means – in the context of Joint Trenching – an entity which is neither responsible for nor undertaking any excavation, trenching, or boring, and is solely participating in Joint Trenching for the purpose of placing subsurface Equipment within an open trench or conduit as authorized by the Primary Excavator.

1.8 **“Primary Excavator”** means – in the context of Joint Trenching – the primary entity responsible for conducting any excavation, trenching, or boring.

1.9 **“Public Right-of-Way” or “Rights-of-Way” or “ROW”** means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by Applicable Law or pursuant to an agreement between the Town and any such person or entity.

1.10 **“Services”** means the telecommunications or broadband services provided through the Network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that Company at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating, or removing its Network pursuant to the terms of this Agreement.

1.11 **“Town”** means the Town of Frederick, a Colorado statutory town.

Section 2. Term. This Agreement shall be effective as of the Effective Date and shall extend

for a term of ten (10) years from the date it has been executed by both Parties, unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company's Network is not operational and providing Services to customers within the Town within two (2) years of the Effective Date of this Agreement, this Agreement may be terminated by the Town, in its sole discretion, upon ninety (90) days written notice. This Agreement will be automatically extended for an additional term of ten (10) years from the expiration date of the current term, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations) at least three (3) years before the expiration of this Agreement. Additionally, upon the expiration of the term, all Equipment already installed by Company may remain in place, the property of the Company, and may continue to be operated by the Company. Finally, the installation of any new facilities by Company is prohibited unless and until a new or renewed License Agreement is in place.

Section 3. Scope of Agreement. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to the Company under this Agreement shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under Applicable Laws to use any parts of the Public ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a franchise or other right to utilize the Public ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services. Notwithstanding the expiration of this Agreement, and so as long as the Parties are negotiating in good faith, and until such time as either a new agreement has been reached or the Town has determined not to renew this Agreement, Company shall have the right to continue to occupy and use the ROW pursuant to the terms of this Agreement.

Section 4. Construction. The Company intends to install its Network at the locations set forth on the plan and profile sets to be approved by the Town and submitted as a request for Supplemental Site License. The Company shall be required to obtain a Supplemental Site License and Public ROW permit for each Equipment location within, or to perform any excavation or other work in the Public ROW in connection with its Network deployment covering, 21,120 linear feet or less Public ROW segments by submitting all information required by **Exhibit A** and using the form attached as **Exhibit B** prior to beginning construction. The Town will authorize the Company to commence construction with the grant of a Supplemental Site License and the provision of all necessary permits, and Town's granting or approval applicable to such licenses shall not be unreasonably, withheld, conditioned, or delayed. Approved Supplemental Site Licenses will be attached to this document as part of **Exhibit C**.

4.1 Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment is in the ROW, the Company shall apply for the appropriate permits and pay any standard and customary permit fees. If the Company is engaging in Joint Trenching as a Non-Excavating Party, the Company shall not be required to

obtain its own permits, provided that the Primary Excavator has obtained all required permits and has paid all standard and customary permit fees. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public ROW in a reasonable and timely manner, except that: (a) Company may not submit more than one (1) permit application during any one (1) month period; and (b) regardless of the number of permits the Town issues, Company shall be limited to deploying no more than 21,120 linear feet of Network Equipment in any given month, for a maximum of up to 253,440 linear feet in any twelve (12) month period (or, put another way, the Town shall not be obligated to issue a set number of permits in any given month or twelve (12) month period, nor is it required to issue more permits than what would be necessary for Company to perform excavations and other work within a Public ROW segment greater than 21,120 linear feet in length in any given month, or 253,440 linear feet in length in the aggregate in any twelve (12) month period). As a condition of obtaining any permit that involves digging or other excavation in the Public ROW, the Company shall at a minimum, as part of its application submittal materials, identify on its fiber plan and profile set the following information: all pothole and boring locations, the boring and installation method for its Equipment, number and size of conduits, cover depth of conduit, dimension clearance from the proposed conduit and existing utilities, the horizontal and vertical locations of any other existing underground utility or other facilities in the Public ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering, and what work will be self-performed and what work, if any, will be performed by subcontractors. For each Supplemental Site License request, Company shall provide construction drawings for review by the Town, stamped by an engineer licensed in the state of Colorado that identifies all utilities, identifies the location of all Equipment to be installed, where the installation will occur (back of sidewalk, in the paved surface of the roadway), a profile with potholed locations of existing utility crossings (including water and sanitary sewer service lines), a plan for conducting emergency repairs and all anticipated, expected restoration work. If revisions to the construction drawings are required by the Town, Company shall provide revised drawings for review until final approval. The Company shall then include the final construction drawings with the appropriate permit application. Company shall be allowed to seek permits year-round and all permits granted by Town shall stay open for no fewer than twelve (12) months from the date the permit was granted. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed and a new permit issued.

4.2 **Fees.** In the event that the fees included in Town's ROW fee schedule are not sufficient to cover the cost of Town's review of Company's Supplemental Site License applications for authorization to install specific Equipment, Company hereby agrees to pay the Town any costs that the Town incurs to allow the Town to recover its actual costs for plan review, engineering and surveying review, and for construction observation, inspection and materials testing during the construction process prior to issuance of the ROW permit. Should the Town elect to utilize an engineering consultant to perform any review or observation duties or utilize a third party to perform utility locates and inspections, the Company hereby agrees to pay that cost, plus a 10% administrative fee, less the applicable fees collected pursuant to the Town's permit fee schedule had the work been performed by Town staff, prior to issuance of the ROW permit.

4.3 **Public Infrastructure Security.** Company shall provide financial security, as

determined by the Town, in the form of letter of credit (in a form approved by the Town), cash, or escrow, for the cost to repair or reconstruct all public infrastructure anticipated to be required with any Supplemental Site License. The Company shall provide an engineer's estimate of the anticipated work for review with the associated Supplemental Site License and shall provide security in the approved amount prior to issuance of the Supplemental Site License and any required construction permit. When all required repairs or reconstruction of public infrastructure has been completed in accordance with Town standards, the Town shall release the security back to the Company. Should the Company fail to complete the required repairs or reconstruction within a reasonable timeframe in which to minimize impacts to the public, as determined by the Town designee, the Town may use this security for the sole purpose of completing the repairs or reconstruction.

4.4 **Restoration Security.** Company shall provide financial security, as determined by the Town, in the form of letter of credit (in a form approved by the Town), cash, or escrow, which amount is to secure the anticipated costs of necessary restoration of areas of private property and privately owned improvements disturbed with the construction. When all restoration work has been completed by the Company, the Town shall release the security back to the Company. Should the Company fail to complete the restoration, the Town may use this security for the sole purpose of completing the restoration work, including reimbursing a third-party property owner who caused such restoration following Company's failure to adhere to the requirements of Section 4. The release of the restoration security by the Town does not relieve the Company of any remaining obligations associated with private property restoration, including landscaping or other improvements not owned by the Town.

4.5 **Utility Notification Center.** Company shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Equipment as required. Company shall use commercially reasonable efforts to coordinate with Town and any affected utilities to undertake locations in accordance with the policies of each entity.

4.6 **Location of Equipment.** Potholes must be performed so any conflicts with existing utilities can be avoided are shown in the profile view of the drawings to be approved by the Town. Potholes must be filled with flo-fill or flashfill and the backfill method must be approved by the Town prior to undertaking such work. GIS data on the potholes and pipe material, if it can be visually identified, shall be submitted with each Supplemental Site License. All Equipment shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, potable and non-potable water lines, and water and sanitary sewer service lines; and (ii) eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, potable and non-potable water lines, and water and sanitary sewer service lines and wherever possible at perpendicular crossings. Unless otherwise approved by the Town, all Equipment shall be placed underground or via attachment to existing utility poles in compliance with the pole owner process for attachment. Any Equipment proposed to be located above ground must be screened in the manner approved by the Town and the approval of the entity responsible for the maintenance of the property on which the Equipment is located.

4.7 To the extent that Company or any of its contractors cause damage to other utility facilities (including water and sanitary sewer service lines), at the discretion of the

Town, all construction within the Town shall cease in order to allow the affected utilities to have the damage repaired. Any contractor of Company that causes damage to another utility's facilities may be forbidden by the Town from doing any further work under this Agreement. Should a stop work order be issued as a result of any damage caused by the Company or any of its contractors, such stop work order may not be lifted until such time as all damaged parties have been fully compensated for their actual damages incurred.

4.8 **Relocation of Equipment.** The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations horizontally or vertically. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than ninety (90) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town facility or Public ROW; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within thirty (30) days after the above-referenced notice in accordance with the foregoing provision, the Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. This article shall not apply to costs associated with modifications, adjustments, or relocations related to any third-party development, and any such costs shall be paid by the third-party developer.

4.9 **Removal and Abandonment of Equipment Prior to Agreement Termination or Expiration**

4.9.1 **Notification of Abandoned Equipment.** If at any time prior to the expiration or termination of this Agreement Company intends to discontinue use of any Equipment, it shall notify Town in writing of the intent to discontinue use. Such notice shall describe the Equipment for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than thirty (30) days from the date such notice is submitted to the Town and the method of removal and restoration. The Company may not remove, destroy, or permanently disable any such Equipment during said thirty (30) day period without written approval of Town. After thirty (30) days from the date of such notice, Company shall remove and dispose of such Equipment as set forth in the notice, as the same may be modified by the Town, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days, unless additional time is requested from and approved by Town. If Company fails to complete this removal and restoration work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal and restoration work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal and restoration work and any storage of the Company's property after removal within sixty (60) days after the date of a

written demand for this payment from the Town.

4.9.2 Conveyance of Equipment. At the discretion of the Town, and upon written notice from Town within thirty (30) days of the notice of abandonment, Company may abandon the Equipment in place, and shall further convey full title and ownership of such abandoned Equipment to Town in a form acceptable to Town. The consideration for the conveyance is Town's permission to abandon the Equipment in place. The Company shall be responsible for all obligations as owner of the Equipment, or other liabilities associated therewith, until the conveyance is completed.

4.9.3 Abandonment of Equipment in Place. At the discretion and upon written notice of Town, Company may abandon the Equipment in place, but Company still retains the responsibility for all obligations as Owner of the Equipment, or other liabilities associated therewith.

4.9.4 The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the ROW at any time at its discretion, provided that any such removal is in compliance with Applicable Law.

4.10 Removal and Abandonment of Equipment Upon Agreement Termination or Expiration

4.10.1 Removal of Equipment. Upon the expiration or termination of this Agreement, Company may remove the Equipment from all Facilities in the Public ROW. Prior to undertaking any removal work, however, the Company shall provide the Town written notification of its intent to remove the Equipment and the anticipated beginning and completion dates for the removal work. If the Company starts and then fails to complete this removal and any necessary restoration work on or before sixty (60) days subsequent to the date for completion as specified in the notice provided pursuant to this Section, then the Town, upon written notice to the Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal and restoration work and charge the Company for the actual costs and expenses, including without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal and restoration work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal and/or restoration work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public ROW may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public ROW at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting

requirements.

4.10.2 **Abandonment of Equipment.** Upon the expiration or termination of this Agreement, the Company may request that the Town permit the Company to leave the Equipment in place as is and the Company may propose that it transfer its ownership of the Equipment to the Town. To do so, the Company shall send written notice to the Town of its intent to transfer ownership of the Equipment within thirty (30) days of the date of expiration or termination. The Town, in its sole and absolute discretion, shall determine whether to accept or reject the proposal to transfer ownership and shall advise the Company of its decision within ninety (90) days of receipt of the Company's notice. If the Town agrees to accept ownership, the Company shall execute and deliver to the Town bills of sale in a format acceptable to the Town, and such other documents as the Town deems necessary to effectuate such transfer of ownership to the Town within thirty (30) days of the Town's written notice of its intent to accept the transfer. If the Company does not propose to transfer ownership, or if it does and the Town decides not to accept ownership, the Town may direct the Company to remove its Equipment within ninety (90) days of notice, at the Company's sole expense.

4.10.3 Company must exercise one or both of the options provided in Section 4.10.1 or 4.10.2, above, within six (6) months of the date of termination or expiration of this Agreement. The Town shall notify the Company when it has one (1) month remaining before the six (6) month timeframe for removal or abandonment expires. The Town's failure to notify the Company shall not toll or otherwise affect the running of the six (6) month time frame for removal or abandonment. If Company does not take any action to remove its Equipment pursuant to Section 4.10.1 or fails to affirmatively abandon or remove its Equipment pursuant to Section 4.10.2 within this six (6) month timeframe, then the Town may, in its sole discretion, notify the Company that the Company will be deemed to have remised, released, quitclaimed, and sold to the Town all title and ownership in any Equipment remaining in the Public ROW, and the permanent abandonment in place and transfer of ownership of that Equipment shall automatically vest in the Town without necessity of an additional agreement or instruments of conveyance. Alternatively, the Town may notify the Company of its intent to remove Equipment in the Public ROW, at the Company's sole cost, and in addition to any remedies available pursuant to Applicable Law, may utilize any security provided by the Company pursuant to this Agreement to recover such costs. Notwithstanding any provisions of this Section 4.10 to the contrary, the Town may, in its sole discretion, decide to take ownership of some portions of the Equipment, while requiring removal at the Company's expense of other portions of the Equipment.

4.10.4 The provisions of Section 4.10 shall survive the expiration or earlier termination of this Agreement.

4.11 **Damage and Restoration.** Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Equipment is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the Public ROW or any Town or other public or private property to be damaged, or whenever Company, in

connection with any of its operations, causes damage to the ROW or any other public or private property, the Company, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Equipment is located and all affected property to a safe and satisfactory condition, as follows: if the Town determines that any damage poses a risk to the safety or health of the public, such damage shall be repaired within twenty-four (24) hours; any damage to public infrastructure, including roadways, sidewalks, drainage or utility infrastructure, and associated items, or actively operating irrigation systems, shall be repaired within five (5) days; any other damage to private property shall be repaired within fifteen (15) days. If the Company does not repair the damage as described herein, then the Town shall have the option, upon five (5) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to (1) use the Company's Restoration Security to fund such work and (2) charge the Company for the actual costs incurred by the Town at Town's standard rates, including administrative time. Upon the receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs. In the case of fire, disaster or other emergency impacting the public health and safety, the Town may remove or disconnect the applicable Equipment located in the ROW or on any other property of the Town. To the extent feasible as a result of any emergency, the Town shall provide reasonable notice to the Company prior to taking such action and if the situation safely permits, provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

4.12 **Public Engagement.** Prior to beginning any work to install its Network at the locations set forth on the plan and profile to be approved by the Town and submitted as a request for supplemental site license, Company shall first notify residents of the work (via door hangers) a minimum of seventy-two (72) hours in advance of performing the work and the language on the door hangers must be approved by the Town.

4.13 **General Warranty.** Company warrants that all Equipment installed by it shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with the Town municipal code and any regulations promulgated thereunder ("Town Regulations"); (b) the plans and specifications provided by the Company to the Town and approved by the Town (the "Plans"); and (c) the same standards that Company applies to construction of its own facilities (collectively referred to as the "Construction Standards"). Company further warrants that the Equipment shall be free from obstructions and otherwise fully comply with the Construction Standards.

Section 5. Other Utilities, Other Service Providers

5.1 Company agrees and understands that if Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, Company has been fully advised by Town that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Company shall advise all employees, agents, contractors, and other persons who enter upon the Public ROW the existence and nature of such natural gas facilities and the potential danger and risk involved.

5.2 Company agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that Town shall not be liable for stray current or interfering signals induced in the Equipment as a result of the operating of the cathodic protection system.

5.3 Company agrees and understands that if Town has permitted and allowed to be constructed electric transmission, distribution, or related facilities within the ROW, Company has been fully advised by Town that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Public ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

Section 6. Hazardous Substances Company agrees that Company, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of Town, Company shall pay, indemnify, defend, and hold Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Company pursuant to this Agreement. Company shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Company is only using a small portion of the ROW and that Company shall not be responsible for any environmental condition or issue except to the extent resulting from Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

Section 7. Indemnification Company shall indemnify, defend, and hold the Town, its employees, officers, elected officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, or liability (or any Claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Network and any Equipment, or the Company's breach of any provision of this Agreement. Company's indemnification obligations extend to any Claims asserted by and person or entity, including without limitation employees of Company or its contractors, subcontractors, or their employees; and any Claims arising from, or alleged to be arising in any way from, the acts or omissions of Company, its sublessees, invitees, agents, or employees.

7.1 Town shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit, or other proceeding in connection with any Claim. In the event such Claim arises, Town shall tender the defense thereof to the Company and the Company shall reasonably consult and reasonably cooperate with the Town Attorney's Office while conducting its defense. Town and the Indemnified Parties shall cooperate fully therein with Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.

7.2 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the

event separate representation becomes necessary, Town shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. Town's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees.

Section 8. Insurance

8.1 The Company shall obtain and maintain, at its own cost and expense, at all times during the term of this Agreement: (a) Commercial General Liability insurance with a limit of liability of at least of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (b) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of at least Two Million Dollars (\$2,000,000); and (c) Workers' Compensation Insurance as required by law and employers' liability insurance with limits of Five Hundred Thousand Dollars (\$500,000) bodily injury each accident, Five Hundred Thousand Dollars (\$500,000) disease each employee, and Five Hundred Thousand Dollars (\$500,000) bodily injury disease policy limit. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by Company, no more than once every three (3) years, Town may increase the aforementioned limits of insurance in its reasonable discretion in order to provide for levels of coverage similar to that required of other rights of way users at that point in time.

8.2 All of the insurance coverages identified in Section 8.1, except the workers' compensation insurance and employer's liability insurance, shall include Town as an additional insured as their interest may appear under this Agreement. Each of such insurance coverages shall contain a waiver of subrogation for Town's benefit. Further, the insurance coverages identified in Section 8.1 will be primary and noncontributory with respect to any self-insurance or other insurance maintained by Town.

8.3 Upon execution of this Agreement and upon any subsequent request of Town, Company shall provide Town with a Certificate of Insurance and blanket additional insured endorsements evidencing the coverage required by this Section 8.

8.4 All of the insurance policies Company and its subcontractors that undertake trenching, directional boring within the ROW are required to maintain pursuant to this Section 8 shall be obtained from insurance carriers having an A.M. Best rating of at least A-VII. All other subcontractors shall be subject to reasonably appropriate insurance requirements set by Company which are commensurate with the type of work the subcontractor is performing.

8.5 **Governmental Immunity.** The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys, or employees of the Town.

Section 9. Notices

9.1 Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

If to the Town:

Town of Frederick
Attn: Town Manager
401 Locust Street
Frederick, Colorado 80530
Email: BOstler@frederickco.gov

With a cc to:

Town Attorney
Email: jmeyers@frederickco.gov

and

If to Company:

LightGig Communications, LLC
Attn: Legal
2809 East Harmony Road
Suite 310
Fort Collins, Colorado 80528
Email: phartman@lightgig.com

A Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two (2) business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one (1) business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

9.2 Emergency Contact. Company shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Town to take immediate action. Company's 24/7 call center number is: (844) 380-8090.

Section 10. Assignment/Transfer of Ownership or Control.

In this Section, the following words have the meanings indicated:

“Control” means actual working control in whatever manner exercised. “Control” includes, but may not necessarily require, majority stock ownership.

“Proposed Transferee” means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

10.1 The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Town. The Company shall provide no less than thirty (30) days written notice to the Town of the details of any transaction described herein that requires Town consent. Notwithstanding anything to the contrary in this Section, no Town consent is required for transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

10.2 The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Company. The Town reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Company shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Town. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

- i. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;
- ii. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
- iii. Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network or equipment similar to that contemplated by this Agreement, except that any such Claims, suits or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed;

- iv. Is financially insolvent; or
- v. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

10.3 If the successor entity meets any of these criteria, the Town's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Town. 10.4 In seeking the Town's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

10.5 The consent or approval of the Town to transfer by the Company does not constitute a waiver or release of the rights of the Town in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

10.6 Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

10.7 Notwithstanding anything contained in this Agreement, the Company may pledge or collaterally assign this Agreement or the assets of the Network and Equipment without the Town's consent for the purpose of financing provided that such pledge or collateral assignment of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

Section 11. Miscellaneous Provisions. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

11.1 A Company representative shall have one copy of the applicable rights of way permit issued for work authorized under any Supplemental Site License in the Public ROW and available during construction or maintenance of any Equipment.

11.2 **Non-exclusive Use.** The Parties understand and agree that Town permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, Town shall not be liable to Company for any damage caused by those persons or entities.

11.3 **Severability of Provisions.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.4 **No Waiver.** A Party shall not be excused from complying with any of the terms

and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both the Town and Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither Town nor Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

11.5 **Federal and State Authorizations.** The Company has obtained all government licenses, permits and authorizations from the Federal Communications Commission which are required in order to provide the Services.

11.6 **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in Weld County.

11.7 **Force Majeure.** With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control, and which was not caused and could not have been avoided by a Party which used its best efforts in its operations to avoid such results. If a Party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other Party to substantiate its claim. If that party has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

11.8 **Limitation of Liability.** Except for indemnification pursuant to Section 8, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11.9 **Representations and Warranties.** Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

11.10 **No Third-Party Beneficiaries.** This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.

11.11 **Public Disclosure.** Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-202(6), and accordingly may be disclosed to the public.

11.12 **Co-Builds.** Should the Town desire to place its own facilities for Town

purposes in trenches or bores opened by the Company, the Company shall cooperate with the Town in any construction by the permittee that involves trenching or boring, provided that the Town has first notified the Company in some manner that it is interested in sharing the trenches or bores in the area where the Company's construction is occurring. The Company shall allow the Town to place its facilities in the Company's trenches and bores, provided the Town pays any incremental increase in cost of the trenching and boring. The Town shall be responsible for maintaining its respective facilities buried in the Company's trenches and bores under this subsection. The Town is solely responsible for obtaining any additional permits that may be needed in advance. If the Town fails to obtain other applicable necessary permits, the Company has no obligations under this subsection. The Town shall be responsible for all damages related to its use of the ROW.

11.13 **Use of conduits by the Town.** The Town may install or affix and maintain its own facilities for Town purposes in or upon any of the Company's ducts, conduits, or equipment in the ROW and other public places, at a charge to be negotiated between the Parties. For the purposes of this subsection, Town purposes includes without limitation the use of the structures and installations for Town fire, police, traffic, water, telephone, or signal systems not in competition with the Company.

11.14 **Amendment of Agreement.** This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

11.15 **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public ROW is superseded by this Agreement.

11.16 This Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

11.17 All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS.

THE TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Tricia David, Town Clerk

By: _____
Jason Meyers, Town Attorney

LIGHTGIG COMMUNICATIONS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE TOWN IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Equipment, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and ADA compliance.
 - a. The plot plan shall show ROW limits, existing sidewalk size, existing utilities (including water and sanitary sewer service lines), existing trees, fences, and other above ground improvements, traffic control signs and equipment, and other existing improvements.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. Current plan for conducting emergency repairs.
5. Any other information, documentation, and materials the Company is required to provide under the Agreement for purposes of obtaining a permit and/or Supplemental Site License.

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES

EXHIBIT B

FORM OF SUPPLEMENTAL SITE LICENSE

SUPPLEMENTAL SITE LICENSE

THIS SUPPLEMENTAL SITE LICENSE is entered into this ___ day of _____, 20__ (the “Effective Date”) by and between the Town of Frederick, Colorado (the “Town”) and LightGig Communications, LLC (“Company”) (each a “Party” and collectively, the “Parties”).

Section 1. Supplemental Site License. The Town grants to Company a nonexclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Master License Agreement For Fiber Optic Network in connection with the operation of Company’s Network, between Town and Company dated June 10th, 2025 (the “Master License Agreement”), within the Public ROW (as defined in the Master License Agreement) segment shown in **Exhibit A**, attached hereto and incorporated herein by this reference (“Equipment Location”).

The grant of this Supplemental Site License indicates that at the time of its execution, Company is materially compliant with all other Supplemental Site Licenses granted by the Town for grids which are under construction at time of application or have been completed immediately prior to application. Should Company be in violation of any material term of any Supplemental Site License granted by the Town, Town shall provide Company written notice of such violation and the Town shall have the option to deny Company’s Supplemental Site License applications which are subject to the Town’s approval at the time the Town informed Company of the applicable violations. In the event the Town denies the issuance of new Supplemental Site Licenses pursuant to the provisions of this Section 1, Town and Company shall promptly meet and negotiate in good faith to determine the obligations Company must fulfill prior to the issuance of new Supplemental Site Licenses. If Company and Town mutually agree on the obligations Company must perform, Company shall promptly undertake performance of such obligations and so as long as Company is diligently pursuing performance and notwithstanding the fact the obligations have not been fulfilled, Town shall have the option to commence the issuance of new Supplemental Site Licenses.

Section 2. Incorporation of Agreement. All of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Master License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. This Supplemental Site License shall, when executed, be attached as part of **Exhibit C** to the Master License Agreement. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.

Section 3. Plan and Profile. Plans and profiles for the construction and installation of the applicable Equipment at the Equipment Location shall be stamped by an engineer licensed in the state of Colorado and approved by the Town before beginning any work within the ROW or public utility easements or other easements benefiting the Town within the Town or installation of such Equipment. Plans shall show Company’s drawings of Equipment as compiled in accordance with Town’s practices and procedures as they are in effect from time to time, as well as any information required by

Applicable Law. “As-Built” drawings with respect to the Equipment will be provided to the Town within thirty (30) days after completion of installation of the applicable grid. Depths of the existing Town utilities (including water and sanitary sewer service lines) shall be potholed and surveyed, as specified in Section 4 of the Master License Agreement.

Section 4. Equipment. The Equipment to be installed at the Equipment Location is described in **Attachment 1, Table 1**, attached hereto and incorporated herein by this reference.

Section 5. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 3 of the Master License Agreement.

Section 6. Commencement Date of Supplemental Site License. The commencement date of this Supplemental Site License is the date Company completes installation of the applicable Equipment at the Equipment Location and receives final approval of the installation from the Town (“Installation Date”).

Section 7. Approvals. It is understood and agreed the Company’s ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required under Applicable Law (as defined in the Master License Agreement), and such approval which shall not be unreasonably withheld, conditioned, or delayed by the Town. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Company determines the Equipment Location is no longer technically compatible or financially feasible for its use, Company shall have the right to terminate all or part of this Supplemental Site License. Notice of Company’s exercise of its right to terminate shall be given to the Town in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Company, or upon such later date as designated by Company. All standard and customary permit fees paid to said termination date shall be retained by the Town. Upon such termination, all or part of this Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the obligations to comply with the representations, warranties and indemnities made by each party to the other hereunder and in the Master License Agreement and the Town’s obligation to repay to the Company any fees which Company may have accrued and which are subject to reimbursement under the applicable Supplemental Site License.

Section 8. Nonliability. Company acknowledges that the Town’s review and approval of the plans for the Equipment is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to Company or third parties is assumed by such review approval.

Section 9. Hold Harmless. In connection with any activities undertaken pursuant to this Supplemental Site License, Company agrees to indemnify, defend, and hold the Town harmless from any claims brought by any third party against the Town pursuant to Section 7 of the Master License Agreement.

Section 10. Notice and Communications. All notices, requests, and demands to or upon any Party to this Supplemental Agreement shall be made in accordance with the terms of the Master License Agreement.

Section 11. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Supplemental Site License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys, or employees.

Section 12. Incorporation of Exhibits. All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

THE TOWN OF FREDERICK

By: _____
Town Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Tricia David, Town Clerk

By: _____
Jason Meyers, Town Attorney

LIGHTGIG COMMUNICATIONS, LLC

By: _____
Name: _____
Title: _____

ATTACHMENT 1 TO SUPPLEMENTAL SITE LICENSE

Table 1

[illegible]

EXHIBIT C

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE TOWN:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 25-R-39 PW Facility Electrical Utility Easement

Agenda Date: Board of Trustees June 10, 2025

Attachments:

1. Resolution - Grant of Easement - United Power - PW Facility
2. United Power - Easement and Grant - Final
3. United Power - Statement of Authority

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development. As a part of our long-term facilities strategy related to Town growth, this grant of easement will allow the Public Works Facility to move existing overhead electrical utility and set it underground to service the new site.

Summary Statement:

This action will authorize a Grant of Easement from the Town of Frederick to United Power, Inc on the new Public Works site for the installation of electrical utility lines to service the area.

Detail of Issue/Request:

This Grant of Easement from the Town of Frederick to United Power, Inc will facilitate the movement of the existing electrical utility starting at the west right-of-way of Silver Birch Boulevard from overhead to underground, and then run generally west along the northern property boundary of the Public Works Facility site. The Easement covers an area of approximately 0.448 acres, or about 19,525 square feet.

This Grant of Easement is perpetual, and allows United Power access to the easement for maintenance purposes 24/7. Conversely, the Easement allows the Town access to the easement and allows the Town to landscape said easement as may be required or desired for the surface. Generally speaking, the language of the Grant of Easement is identical to similar easements granted by the Town in the past to United Power.

Legal Comments:

This Grant of Easement and subsequent Resolution have been reviewed and approved as to substance by the Town Attorney's Office.

Alternatives/Options

Alternatives include the following:

- The Board may request alterations or amendments to the Grant of Easement or the authorizing Resolution and direct staff to implement said alterations or amendments prior to authorization. Generally speaking, this is a typical Grant of Easement and any alterations or amendments needed by the Town have been implemented prior to bringing this action forward.
- The Board may reject the Grant of Easement and provide alternative direction to staff. If this Grant of Easement is not authorized, the Public Works Facility would have to substantially alter the design of the facility which would significantly delay or potentially halt construction.

Financial Considerations

This specific action incurs a minimal financial obligation in the amount of \$10.00. The Town Treasurer has reviewed and approved this action.

Staff Recommendation

Staff recommends the Board approve this Resolution authorizing a Grant of Easement from the Town of Frederick to United Power, Inc.

Community Impact

There is minimal direct community impact to this action. The existing electrical utility will be taken underground just off the west side of Silver Birch Blvd. United Power will likely install worker safety signage on Silver Birch, but this action and subsequent work will not precipitate a closure of Silver Birch, to the best of our knowledge at this time. Should that change, Staff will work with United Power, the contractor and internal Staff to notify the community of any direct road impacts or potential partial closures that might occur.

Indirectly, this action will allow the Public Works Facility to continue construction as previously authorized, which will benefit the entire community by providing a public utility and parks maintenance facility for the next generation, which will allow increased levels of service across all operations.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-__**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, GRANTING A
UTILITY EASEMENT TO UNITED POWER INC FOR THE PUBLIC WORKS
FACILITY**

WHEREAS, Town of Frederick is in the process constructing a new Public Works Facility at 7400 Eagle Boulevard; and,

WHEREAS, as part of this process, the Town as Grantor wishes to grant an easement over certain real property that it owns to United Power Inc. ("Grantee"; "UP"), and UP wishes to accept such property, for the purpose of a utility easement, which is described as set out in Exhibit A.

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

Section 1. Grant of Easement to United Power, Inc.

- a. The Board of Trustees approves the Grant of Easement, attached hereto as Exhibit A.
- b. The Board of Trustees authorizes the execution of the Grant of Easement by the Mayor on behalf of the Town of Frederick.

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

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

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

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

ATTEST:

By _____
Tricia David, Town Clerk

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

EXHIBIT A
GRANT OF EASEMENT

GRANT OF EASEMENT

Town of Frederick, GRANTOR (whether one or more), whose address is 401 Locust Street, Frederick, CO 80530, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Those facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit “A” to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit “A”, during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee’s facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor’s property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall insure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein and promises and agrees to defend Grantee in the exercise of the Grantee's rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

Grantor shall defend, indemnify and hold harmless Grantee, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantee's personnel or damage to Grantee's property or to the property of Grantee's personnel occurring as a result of Grantor's actions, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Weld County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

No term or condition of this Easement shall be construed or interpreted as a waiver by the Town, either express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act.

By entering into this Easement, the Parties intend to comply with the requirements of Article X, § 20 of the Colorado Constitution ("TABOR"). It is understood and agreed that this Easement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Easement to the contrary, any payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period. Any financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Signature and Notary on next page

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 2025.

GRANTOR:

Town of Frederick

BY: _____

ITS: _____

STATE OF _____)

)

COUNTY OF _____)

ACKNOWLEDGMENT

This record was acknowledged before me on _____, 2025
by _____ as _____ of
Town of Frederick.

(Notary's official signature)

(Commission Expiration)

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EXHIBIT DESCRIPTION

AN ELECTRIC UTILITY LINE EASEMENT OVER AND ACROSS A PORTION OF LOT 1B, EAGLE BUSINESS PARK, FILING NO. 3, RECORDED AT THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE ON AUGUST 04, 2014 AT RECEPTION NUMBER 4035497 AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FREDERICK, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1B; THENCE S00°08'37"W, A DISTANCE OF 190.27 FEET ON THE EAST PROPERTY LINE OF SAID LOT 1B, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SILVER BIRCH BOULEVARD, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID EAST PROPERTY LINE AND SAID WEST RIGHT-OF-WAY LINE, S00°08'37"W, A DISTANCE OF 10.00 FEET;

THENCE N90°00'00"W, A DISTANCE OF 8.57 FEET;

THENCE S00°39'46"E, A DISTANCE OF 2.75 FEET;

THENCE S89°20'14"W, A DISTANCE OF 16.00 FEET;

THENCE N00°39'46"W, A DISTANCE OF 17.00 FEET;

THENCE N89°20'14"E, A DISTANCE OF 2.42 FEET;

THENCE N06°58'39"W, A DISTANCE OF 36.19 FEET TO A POINT OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET FOR A DISTANCE OF 9.93 FEET, THROUGH A CENTRAL ANGLE OF 37°55'24", HAVING A CHORD BEARING N25°56'21"W WITH A CHORD LENGTH OF 9.75 FEET TO A POINT OF TANGENCY;

THENCE N44°54'04"W, A DISTANCE OF 205.58 FEET TO A POINT OF A TANGENT CURVE TO THE LEFT;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET FOR A DISTANCE OF 17.56 FEET, THROUGH A CENTRAL ANGLE OF 67°04'29", HAVING A CHORD BEARING N78°26'18"W WITH A CHORD LENGTH OF 16.57 FEET TO A POINT OF TANGENCY;

THENCE S68°01'27"W, A DISTANCE OF 128.79 FEET;

THENCE S21°05'30"W, A DISTANCE OF 3.13 FEET;

THENCE S68°54'30"W, A DISTANCE OF 3.06 FEET;

THENCE S24°11'13"E, A DISTANCE OF 43.09 FEET;

THENCE N77°21'26"E, A DISTANCE OF 91.08 FEET;

THENCE S11°32'25"E, A DISTANCE OF 232.45 FEET;

THENCE N78°00'35"E, A DISTANCE OF 6.52 FEET;

THENCE N11°02'50"W, A DISTANCE OF 2.08 FEET;

THENCE N78°57'10"E, A DISTANCE OF 14.00 FEET;

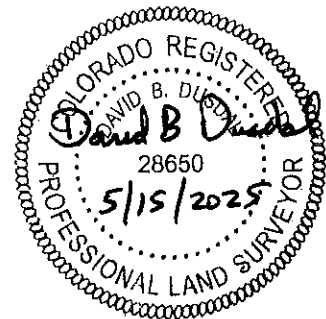


(CONTINUED NEXT SHEET)

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EXHIBIT DESCRIPTION

THENCE S11°02'50"E, A DISTANCE OF 14.00 FEET;
THENCE S78°57'10"W, A DISTANCE OF 14.00 FEET;
THENCE N11°02'50"W, A DISTANCE OF 1.92 FEET;
THENCE S78°00'35"W, A DISTANCE OF 6.35 FEET TO A POINT OF A TANGENT CURVE TO THE RIGHT;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET FOR A DISTANCE OF 15.79 FEET, THROUGH A CENTRAL ANGLE OF 90°27'00", HAVING A CHORD BEARING N56°45'55"W WITH A CHORD LENGTH OF 14.20 FEET TO A POINT OF TANGENCY;
THENCE N11°32'25"W, A DISTANCE OF 222.26 FEET;
THENCE S77°21'26"W, A DISTANCE OF 89.05 FEET;
THENCE N24°11'13"W, A DISTANCE OF 51.80 FEET;
THENCE S68°54'30"W, A DISTANCE OF 3.93 FEET;
THENCE N21°05'30"W, A DISTANCE OF 2.87 FEET;
THENCE S68°01'27"W, A DISTANCE OF 127.70 FEET;
THENCE N88°33'58"W, A DISTANCE OF 47.76 FEET;
THENCE S27°38'05"W, A DISTANCE OF 101.95 FEET;
THENCE S00°00'00"E, A DISTANCE OF 11.59 FEET;
THENCE N90°00'00"W, A DISTANCE OF 14.00 FEET;
THENCE N00°00'00"E, A DISTANCE OF 14.00 FEET;
THENCE N90°00'00"E, A DISTANCE OF 3.98 FEET;
THENCE N27°44'42"E, A DISTANCE OF 100.35 FEET;
THENCE N74°44'37"W, A DISTANCE OF 229.81 FEET;
THENCE N89°56'36"W, A DISTANCE OF 226.07 FEET;
THENCE S00°00'00"E, A DISTANCE OF 316.74 FEET;
THENCE N90°00'00"W, A DISTANCE OF 10.00 FEET;
THENCE N00°00'00"E, A DISTANCE OF 316.74 FEET TO A POINT OF A TANGENT CURVE TO THE RIGHT;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET FOR A DISTANCE OF 15.72 FEET, THROUGH A CENTRAL ANGLE OF 90°03'24", HAVING A CHORD BEARING N45°01'42"E WITH A CHORD LENGTH OF 14.15 FEET TO A POINT OF TANGENCY;
THENCE S89°56'36"E, A DISTANCE OF 227.40 FEET;



(CONTINUES NEXT SHEET)



223 WILLOW STREET
FORT COLLINS, COLORADO 80524
(970) 484-7477 / info@f-w.com

ELECTRIC UTILITY EASEMENT
DESCRIPTION

PROJECT NO.: 0240718.00
DRAWN: MDG
APPROVED: DBD
DATE: 05/15/2025
REVISED:

2 OF 7

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EXHIBIT DESCRIPTION

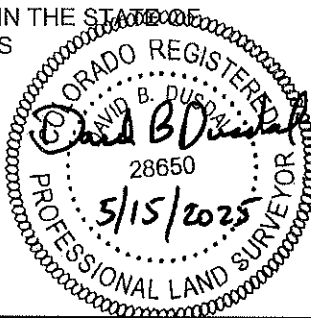
THENCE S74°44'37"E, A DISTANCE OF 232.61 FEET;
THENCE S88°33'58"W, A DISTANCE OF 52.48 FEET;
THENCE N68°01'27"E, A DISTANCE OF 125.78 FEET;
THENCE N21°05'30"W, A DISTANCE OF 3.13 FEET;
THENCE N68°54'30"E, A DISTANCE OF 17.00 FEET;
THENCE S21°05'30"E, A DISTANCE OF 2.87 FEET;
THENCE N68°01'27"E, A DISTANCE OF 128.64 FEET TO A POINT OF A TANGENT CURVE TO THE RIGHT;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET FOR A DISTANCE OF 29.27 FEET, THROUGH A CENTRAL ANGLE OF 67°04'29", HAVING A CHORD BEARING S78°26'18"E WITH A CHORD LENGTH OF 27.62 FEET TO A POINT OF TANGENCY;
THENCE S44°54'04"E, A DISTANCE OF 205.58 FEET TO A POINT OF A TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET FOR A DISTANCE OF 16.55 FEET, THROUGH A CENTRAL ANGLE OF 37°55'24", HAVING A CHORD BEARING S25°56'21"E WITH A CHORD LENGTH OF 16.25 FEET TO A POINT OF TANGENCY;
THENCE S06°58'39"E, A DISTANCE OF 37.30 FEET;
THENCE N89°20'14"E, A DISTANCE OF 3.52 FEET;
THENCE S00°39'46"E, A DISTANCE OF 4.25 FEET;
THENCE N90°00'00"E, A DISTANCE OF 8.71 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 19,525 SQUARE FEET OR 0.448 ACRES, MORE OR LESS.

BASIS OF BEARING: THE EAST PROPERTY LINE OF LOT 1B, EAGLE BUSINESS PARK, FILING NO. 3, RECORDED AT THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE ON AUGUST 04, 2014 AT AT RECEPTION NUMBER 4035497. ASSUMED TO BEAR NORTH 00° 08' 37" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO.
DISTANCES ARE U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATE

THIS EXHIBIT DESCRIPTION AND THE ACCOMPANYING EXHIBIT WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO. THEY WERE COMPLETED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, ARE BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF AND ARE NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

DAVID B. DUSDAL
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 28650
FOR AND ON BEHALF OF
FARNSWORTH GROUP, INC.
(970) 484-7477





Farnsworth
GROUP
223 WILLOW STREET
FORT COLLINS, COLORADO 80524
(970) 484-7477 / info@f-w.com

ELECTRIC UTILITY EASEMENT
DESCRIPTION

PROJECT NO.:	0240718.00
DRAWN:	MDG
APPROVED:	DBD
DATE:	05/15/2025
REVISED:	
3 OF 7	

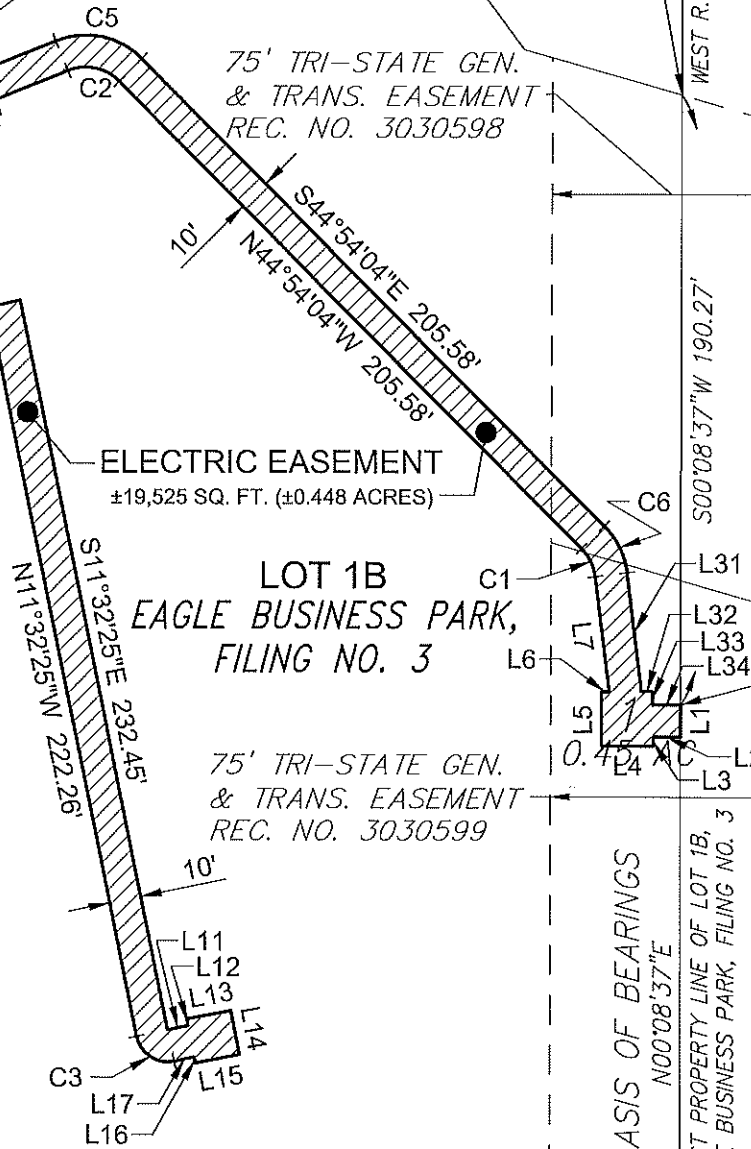
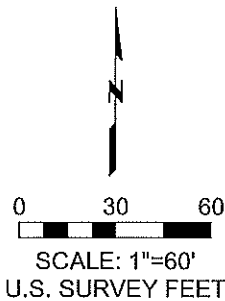
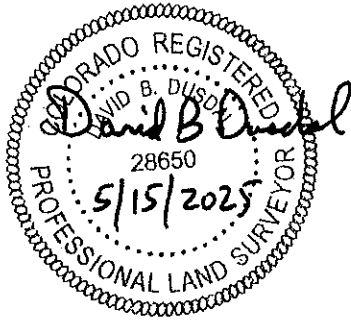
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EXHIBIT

OUTLOT 2B
EAGLE BUSINESS PARK, FILING NO. 3

POINT OF COMMENCEMENT
NORTHEAST CORNER
LOT 1B, EAGLE BUSINESS PARK,
FILING NO. 3

SEE SHEET 5



POINT OF BEGINNING

SILVER BIRCH BLVD.

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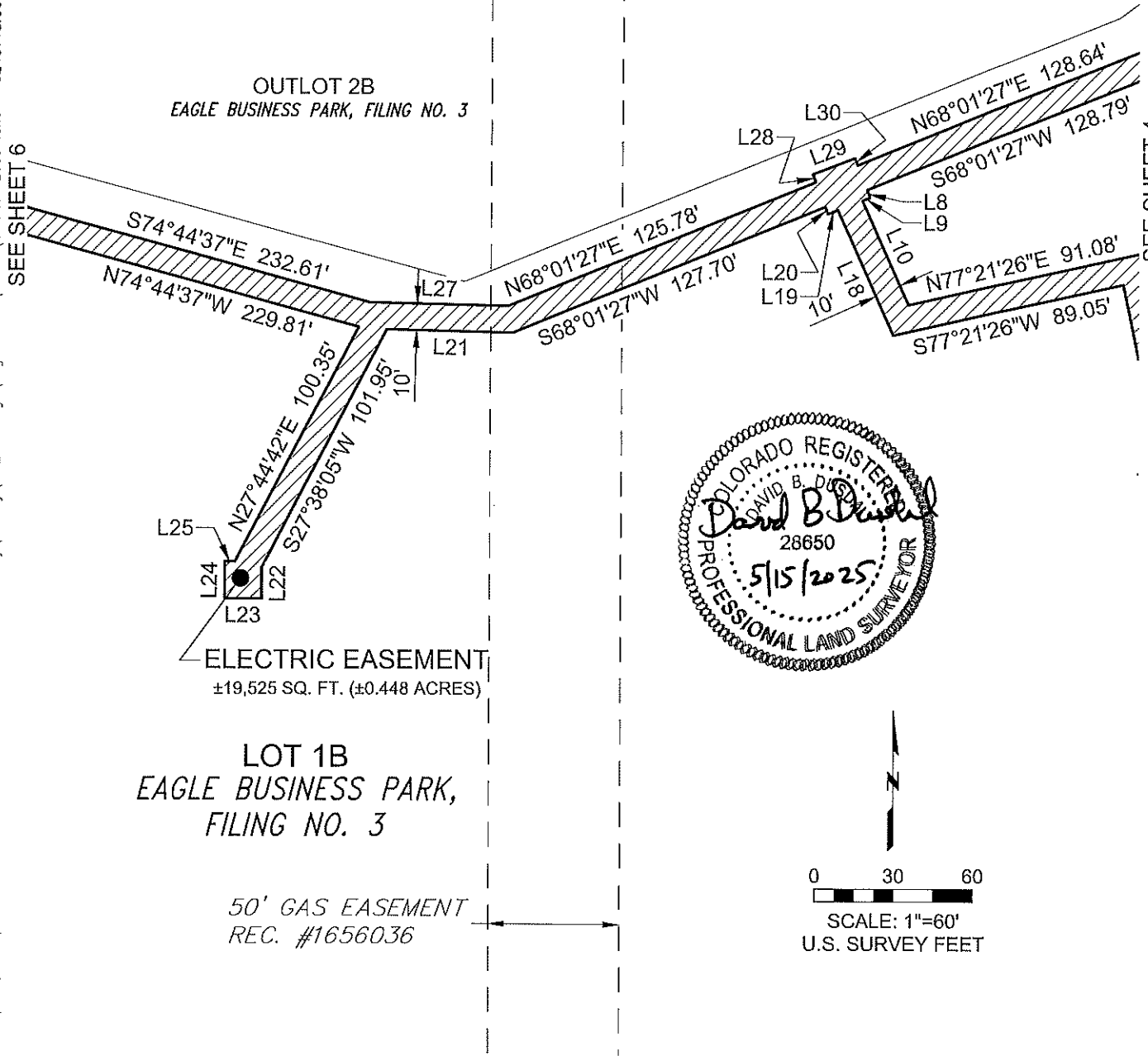
ELECTRIC UTILITY EASEMENT
EXHIBIT

PROJECT NO.: 0240718.00
DRAWN: MDG
APPROVED: DBD
DATE: 05/15/2025
REVISED:

4 OF 7

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EXHIBIT



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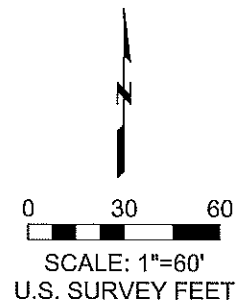
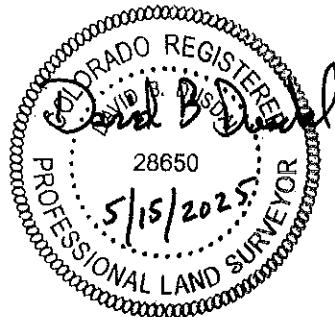
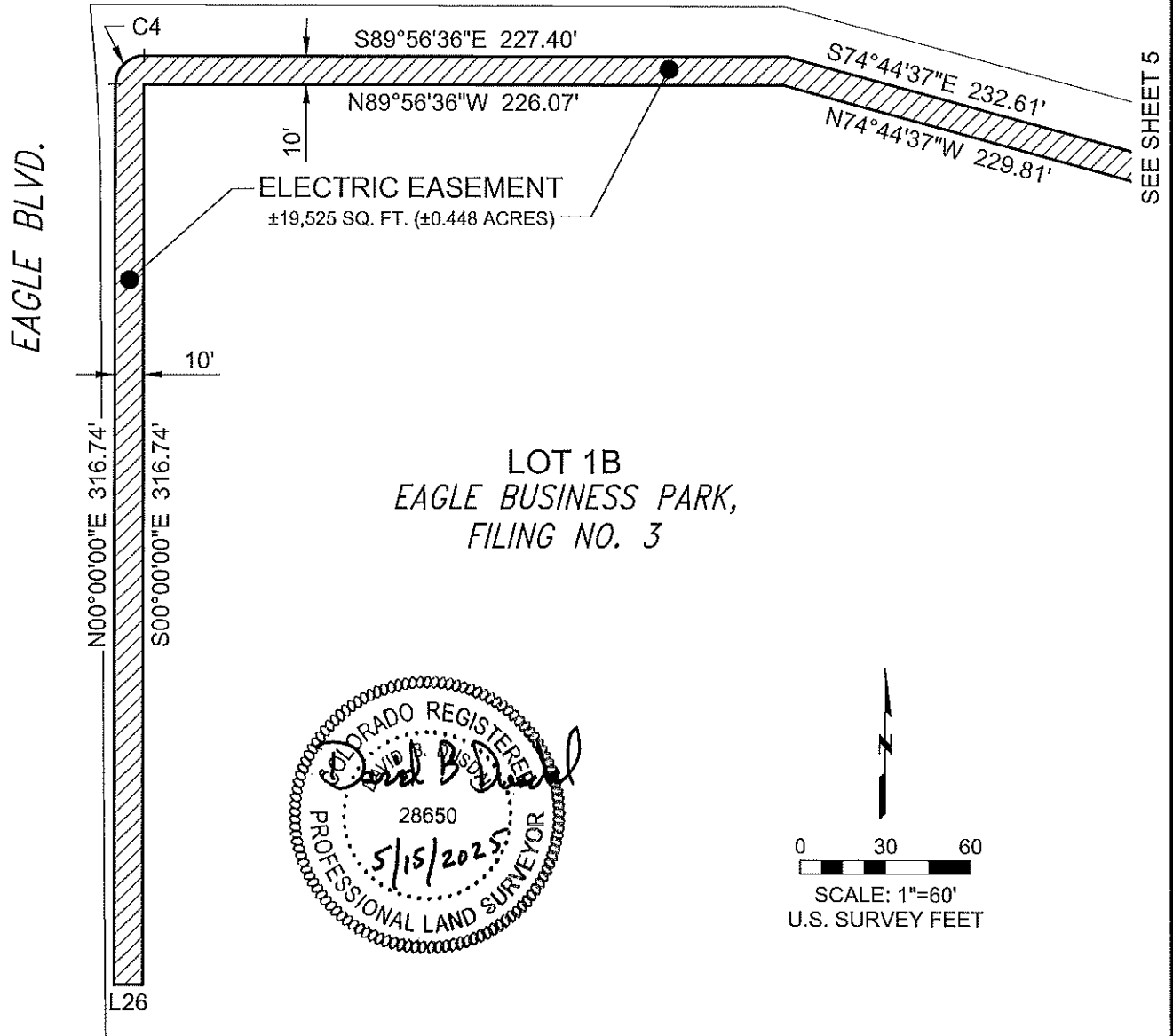
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EXHIBIT

OUTLOT 2B
EAGLE BUSINESS PARK, FILING NO. 3



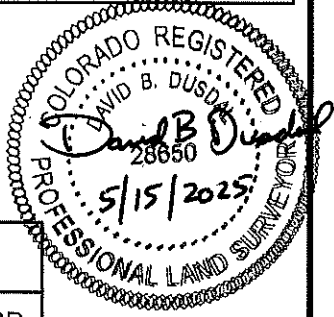
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TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°08'37"W	10.00'
L2	N90°00'00"W	8.57'
L3	S00°39'46"E	2.75'
L4	S89°20'14"W	16.00'
L5	N00°39'46"W	17.00'
L6	N89°20'14"E	2.42'
L7	N06°58'39"W	36.19'
L8	S21°05'30"E	3.13'
L9	S68°54'30"W	3.06'
L10	S24°11'13"E	43.09'
L11	N78°00'35"E	6.52'
L12	N11°02'50"W	2.08'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N78°57'10"E	14.00'
L14	S11°02'50"E	14.00'
L15	S78°57'10"W	14.00'
L16	N11°02'50"W	1.92'
L17	S78°00'35"W	6.35'
L18	N24°11'13"W	51.80'
L19	S68°54'30"W	3.93'
L20	N21°05'30"W	2.87'
L21	N88°33'58"W	47.76'
L22	S00°00'00"E	11.59'
L23	N90°00'00"W	14.00'
L24	N00°00'00"E	14.00'

LINE TABLE		
LINE	BEARING	LENGTH
L25	N90°00'00"E	3.98'
L26	N90°00'00"W	10.00'
L27	S88°33'58"E	52.48'
L28	N21°05'30"W	3.13'
L29	N68°54'30"E	17.00'
L30	S21°05'30"E	2.87'
L31	S06°58'39"E	37.30'
L32	N89°20'14"E	3.52'
L33	S00°39'46"E	4.25'
L34	N90°00'00"E	8.71'



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	Ch. BEARING	CHORD
C1	15.00'	9.93'	37°55'24"	N25°56'21"W	9.75'
C2	15.00'	17.56'	67°04'29"	N78°26'18"W	16.57'
C3	10.00'	15.79'	90°27'00"	N56°45'55"W	14.20'
C4	10.00'	15.72'	90°03'24"	N45°01'42"E	14.15'
C5	25.00'	29.27'	67°04'29"	S78°26'18"E	27.62'
C6	25.00'	16.55'	37°55'24"	S25°56'21"E	16.25'



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ELECTRIC UTILITY EASEMENT
LINE AND CURVE TABLES

PROJECT NO.: 0240718.00
DRAWN: MDG
APPROVED: DBD
DATE: 05/15/2025
REVISED:

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named _____
2. The type of entity is a:

☐ corporation	☐ registered limited liability partnership
☐ nonprofit corporation	☐ registered limited liability limited partnership
☐ limited liability company	☐ limited partnership association
☐ general partnership	☐ government or governmental subdivision or agency
☐ limited partnership	☐ trust
☐	
3. The entity is formed under the laws of _____
4. The mailing address for the entity is _____
5. The ☐ name ☐ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is _____
6. The authority of the foregoing person(s) to bind the entity: ☐ is²not limited ☐ is limited as follows: _____
7. Other matters concerning the manner in which the entity deals with interests in real property: _____
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this _____ day of _____, _____

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of)
County of) ss

The foregoing Statement of Authority was acknowledged before me this day of
 , by

Witness my hand and official seal.
My commission expires:

Notary Public

WHEN RECORDED RETURN TO:



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

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

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

Resolution 25-R-40 Public Works Facility Bid Pack # 3 Approval

Agenda Date: Board of Trustees June 10, 2025

Attachments: 1. 25-R-40 Bid Pack 3

Reviewed By: Bryan Ostler, Town Manager

Action Type

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

Strategic Plan Alignment:



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

Summary Statement:

The new Public Works Facility project has reached the next milestone, Bid Pack #3 and remaining professional services contract(s), which includes the Guaranteed Maximum Price (GMP) for the construction of remaining project components, off-site improvements, professional services related to construction testing and management as well as the final project contingency. Resolution 25-R-40 provides authorization for the Mayor, Town Manager or their Designee(s) to enter into agreement(s) and any such

related amendments or change orders, upon prior review by the Town Attorney, in an amount not to exceed the total program budget of \$47,500,000.

Detail of Issue/Request:

This set of Agreements and potential subsequent amendments or change orders for the construction of the Public Works Facility marks one of the last major Board approvals for this project. Below are the previous major milestones for additional context:

1. January 28, 2025 - Resolution 25-R-14 approved a Construction Manager - General Contractor (CMGC) contract, also known as Bid Pack #1, and selected FCI as the project's general contractor and provided authorization of funding for pre-construction services, such as finalization of construction design, finalized site design and project permitting, in the amount of approximately \$11,250,000.
2. March 11, 2025 - Resolution 25-R-23 approved a 2nd Construction Manager - General Contractor contract, also known as Bid Pack #2, provided authorization of funding and for construction services for the primary components of the project including most of the site construction, building construction and landscaping in the amount of approximately \$26,950,000. At this time, in order to keep the project moving according to schedule, identified additional components to be brought before the Board at a later date for approval, creating the need for Bid Pack #3.
3. April 8, 2025 - Ordinance No. 1404 provided for the first reading to approve Certificates of Participation and associated documents authorizing lease-purchase financing.
4. April 22, 2025 - Ordinance No. 1404 provided for the second reading and adoption of approval of Certificates of Participation and associated documents authorizing lease-purchase financing. This action allowed staff to proceed with the financing required to fund all 3 Bid Packs and the overall construction of the project.

Bid Pack #3 includes the remaining agreement with the CMGC for the purposes of off-site public improvements and some remaining on-site improvements which are still in the process of negotiation and finalization for authorization under this Resolution, if approved. The other professional services agreements, not with the CMGC and not included in the specific agreement for Bid Pack #3, include materials testing, agency fees for utilities and easements and the Owner's Contingency, all of which have been partially or fully authorized by the Board. This Resolution allows the Mayor, Town Manager or their Designee to enter into the remaining Agreement with FCI Constructors, Bid Pack #3, and any additional professional services agreements, amendments or change orders as may be required to fully construct the Public Works Facility in a not to exceed program budget of \$47,500,000. This amount has been carefully negotiated throughout the project and satisfy's the projects goals and objectives as stated previously by the Board.

Legal Comments:

The Town Attorney's Office has reviewed this Resolution and will review all subsequent contracts for this project prior to authorization by the Mayor, Town Manager or their Designee(s).

Alternatives/Options

Alternative Options Include:

1. The Board may direct staff to bring all contracts for this project to them for specific authorization. This action would delay the construction of the project and potentially add significant cost to the overall completion of the project.
2. The Board may limit who can authorize contracts under this Resolution to only the Mayor, to only the Town Manager or to only the Mayor and Town Manager or any other combination thereof. Staff's recommendation allows the Mayor and Town Manager to approve contracts that exceed \$100,000, per the Town's adopted Financial Policies without additional Board approval, but by allowing Designee(s) authorization, Staff working on the project may approve minor change orders, which are common in a project of this magnitude.
3. The Board may deny the Resolution and direct Staff to halt or cancel the project. While the exact cost to the Town is difficult to identify at this time, if the Project were canceled in its current status the Town would have already approximately over \$3,000,000 and would not be able to recoup those monies and the project would not proceed as previously authorized.

Financial Considerations

The funding for this Resolution is within the budget of the Certificates of Participation and has been reviewed by the Town Treasurer.

Staff Recommendation

Staff recommends approval of Resolution 25-R-40 as proposed.

Community Impact

The completion of the Public Works Facility will be a significant community enhancement, providing an opportunity for responsible growth in levels of service and overall care of the Town's community resources, including utilities, fleet and parks and open space. This site follows all applicable Town codes and may serve as a model for other similar facilities both by the Town and others in the future.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-40**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE MAYOR, TOWN MANAGER OR THEIR
DESIGNEE(S) TO EXECUTE AGREEMENTS, RELATED
AMENDMENTS, AND CHANGE ORDERS FOR THE CONSTRUCTION
OF THE PUBLIC WORKS FACILITY**

WHEREAS, in August 2024 the Town solicited proposals to provide complete construction management/general contractor (“CMGC”) services for the Town of Frederick (Owner) Public Works Facility project at 7500 Eagle Boulevard; and

WHEREAS, the selection committee reviewed six proposals, with the companies submitting the top three proposals being invited for an interview with the selection committee in September 2024; and

WHEREAS, the selection committee recommended and the Board of Trustees approved with Resolutions 25-R-13 and 25-R-23 entering into a contract(s) with FCI Constructors Inc. based upon its evaluation and criteria; and

WHEREAS, the Board of Trustees authorized Certificates of Participation under Ordinance 1404 to finance the Public Works Facility;

WHEREAS, the Agreement(s), Agreement Amendments, and any such related Change Orders will provide for the final construction related services and professional services construct the Town’s new Public Works Facility.

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

Section 1. This resolution authorizes the Mayor, Town Manager, and/or their Designee(s) to enter into any Agreements, Contracts, Amendments, and Change Orders as may be required to finalize the construction of the previously authorized new Public Works Facility, upon prior review by the Town Attorney, in a not to exceed total program budget of \$47,500,000.

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

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

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

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

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor