



Built On What Matters

Town of Frederick FURA Commission Agenda

Frederick Town Hall

401 Locust Street

Wednesday, September 17, 2025

6:00 PM

Call to Order – Roll Call

Approval of Agenda

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the FURA Commission. 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.

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.

- A. Full Unconditional Release of Claims Between Meadowlark Industrial, LLC and The Frederick Urban Renewal Authority -
Max Daffron, Economic Development Manager

Action Agenda

- B. Request for Approval of Informed Consent and Waiver of Conflicts of Interest -
Max Daffron, Economic Development Manager

Discussion Items

Commissioner Reports

Other Business

Adjournment

[MEET_FOOT]

**FREDERICK URBAN RENEWAL
AUTHORITY
RESOLUTION NO. 25-FURA-07**

**A RESOLUTION OF THE FREDERICK URBAN RENEWAL
AUTHORITY APPROVING A FULL UNCONDITIONAL
RELEASE OF CLAIMS BETWEEN MEADOWLARK
INDUSTRIAL, LLC., AND THE FREDERICK URBAN RENEWAL
AUTHORITY**

WHEREAS, The Frederick Urban Renewal Authority (“FURA”) approved the Meadowlark Business Park Urban Renewal Plan on October 13, 2015; and,

WHEREAS, Meadowlark, Industrial, LLC., (“Meadowlark”) and FURA acknowledge FURA’s termination of the Redevelopment and Reimbursement Agreements (“RRA”) collectively, pursuant to the terms and conditions thereof following the uncured event of default on Meadowlark’s part; and,

WHEREAS, Meadowlark desires to fully and unconditionally release FURA from claims and obligations arising under or related to the RRA; and,

WHEREAS, execution of the Disclosure and Waiver of Conflicts Agreement will benefit the Town, its residents, and taxpayers, by promoting efficiencies and cost savings for the Town and the Frederick Urban Renewal Authority.

**NOW THEREFORE, BE IT RESOLVED BY THE FREDERICK URBAN
RENEWAL AUTHORITY THAT:**

Section 1. The Frederick Urban Renewal Authority approves the Full Unconditional Release of Claims as it is presented in **Exhibit A** and authorizes the Chairperson to execute the same.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 17 DAY OF SEPTEMBER
2025.**

ATTEST:

**FREDERICK URBAN RENEWAL
AUTHORITY**

By: _____
Tricia David, Assistant Secretary to FURA

By: _____
Tracie Crites, Chairperson

EXHIBIT A

FULL UNCONDITIONAL RELEASE OF CLAIMS

This Full Unconditional Release of Claims (this “**Release**”) is entered into effective as of September __, 2025 (the “**Effective Date**”) by and between Meadowlark Industrial, LLC, a Colorado limited liability company (“**Meadowlark**”), in favor of the Frederick Urban Renewal Authority, a body corporate and politic of the State of Colorado (the “**Authority**”). Meadowlark and the Authority are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Pursuant to the Colorado Urban Renewal Law, Part 1, Article 25, Title 31, C.R.S. (the “**Act**”), the Authority is carrying out the Urban Renewal Project described in the Meadowlark Business Park Urban Renewal Plan (the “**Plan**”) approved by the Trustees of the Town of Frederick (the “**Town**”) on October 13, 2015.

B. Meadowlark and the Authority are parties to that certain Redevelopment and Reimbursement Agreement dated as of December 14, 2015, as amended by that certain Amendment No. 1 to Redevelopment and Reimbursement Agreement dated as of August 14, 2018 (collectively, the “**RRA**”).

C. Meadowlark acknowledges and agrees that the Authority terminated the RRA pursuant to the terms and conditions thereof following the uncured event of default on Meadowlark’s part.

D. Meadowlark desires to fully and unconditionally release the Authority from all claims and obligations arising under or related to the RRA, subject only to the limited exception set forth herein. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the RRA.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Meadowlark agrees as follows:

Section 1 Full Release of Claims. Except as expressly provided in Section 2 below, Meadowlark, on behalf of itself and its past, present, and future affiliates, subsidiaries, parent entities, predecessors, successors, assigns, partners, owners, members, managers, shareholders, officers, directors, employees, agents, attorneys, representatives, and any other person or entity claiming by, through, or under it, hereby fully, finally, unconditionally, and irrevocably releases, acquits, and discharges the Authority and its past, present, and future officers, directors, employees, agents, affiliates, attorneys, successors, and assigns from any and all claims, demands, causes of action, obligations, agreements, damages, losses, liabilities, costs, and expenses of any kind or nature whatsoever, whether known or unknown, fixed or contingent, suspected or unsuspected, foreseen or unforeseen, that arise out of, are based upon, or relate to the RRA, the Act, the Plan or any act, omission, transaction, or occurrence related thereto, including but not limited to any reimbursement rights, obligations, or entitlements, including, without limitation, any obligation to pay Available TIF Revenue, except as expressly reserved in Section 2 below.

Section 2 Carve-Out Reimbursement. Notwithstanding Section 1 above, the Parties acknowledges that Meadowlark submitted to the FURA (by and through the Town), on February 7, 2019, Certificate of Eligible Costs No. 3 in the amount of Three Hundred Seventy

Thousand Eight Hundred Eighty-One and 66/100 Dollars (\$370,881.66), together with all required backup documentation, in accordance with the terms, conditions, and procedures set forth in the RRA (collectively, including such documentation, "Certificate Number 3"). As of the Effective Date, Certificate Number 3 has not been paid by the Authority. Meadowlark's release of the Authority pursuant to Section 1 shall be conditioned upon the Authority's payment to Meadowlark, within ninety (90) calendar days following the Effective Date, of the full amount of \$370,881.66 for the Eligible Improvements described in Certificate No. 3. Upon receipt by Meadowlark of such payment in full, Meadowlark shall be deemed to have fully and unconditionally released the Authority from any and all claims and obligations arising under or related to the RRA, including, without limitation, any reimbursement rights, obligations, or entitlements. By signing this Release on behalf of Meadowlark, Curtis McDonald represents and certifies that the amounts claimed for reimbursement under Certificate Number 3 are (a) valid Eligible Costs incurred and paid by Meadowlark under the RRA and (b) have not been previously reimbursed in whole or in part.

Section 3 Generally. This Release is executed for the purpose of avoiding litigation and the uncertainty, inconvenience, and expense associated therewith. Nothing contained herein shall constitute or be construed as an admission of liability, responsibility, or wrongdoing by the Authority or any of the other released parties, each of which expressly denies any such liability, responsibility, or wrongdoing.

Section 4 Governing Law. This Release shall be governed by, interpreted, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Release shall be brought exclusively in the state courts located in Weld County, Colorado, or, if applicable, the United States District Court for the District of Colorado, and each Party consents to the jurisdiction and venue of such courts.

Section 5 Notices. Any notice required or permitted by this Release shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth in the RRA, or at such other address as has been previously furnished in writing, to the other Party.

Section 6 Parties Not Partners. Notwithstanding any language in this Release or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

Section 7 Nonliability of Officials, Agents and Employees. No trustee, board member, commissioner, official, employee, consultant, attorney or agent of the Authority or the Town shall be personally liable to Assignee under this Release or in the event of any default or breach by the Town Authority or for any amount that may become due to Assignee under this Release.

Section 8 Conflicts of Interest. None of the following shall have any personal interest, direct or indirect, in this Release: A member of the governing body of the Authority or of the Town; an employee of the Authority or of the Town who exercises responsibility concerning the Plan or this Release. None of the above persons or entities shall participate in any decision relating to the RRA that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 9 Governmental Immunity. The Authority, its officers and employees are relying on and do not waive or intend to waive by any provision of this Release, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., as amended, or otherwise available to the Authority and its officers and employees.

Section 10 Counterparts. This Release may be executed in counterparts, including by PDF or electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile, scanned, or electronic signatures shall be deemed as effective as original signatures for all purposes.

[signatures appear on following page]

Meadowlark:

MEADOWLARK INDUSTRIAL, LLC,
a Colorado limited liability company

By: _____
Name: Curtis McDonald
Title: Manager

Authority:

FREDERICK URBAN RENEWAL AUTHORITY
a body corporate and politic of the State of Colorado

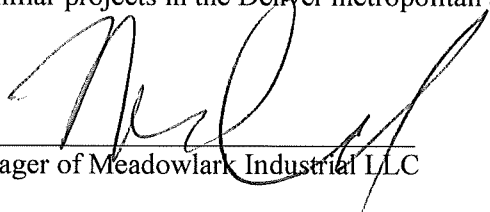
By: _____
Name: _____
Title: Chair

CERTIFICATE NO. 3 OF ELIGIBLE COSTS
Meadowlark Business Park Urban Renewal Project

The undersigned are (a) the Manager of Meadowlark Industrial LLC, a Colorado limited liability company (the "Developer"), which entered into a Redevelopment and Reimbursement Agreement with the Frederick Urban Renewal Authority (the "Authority") dated as of December 14, 2015 (the "RRA") and (b) the Engineer who has provided services in connection with the design and/or construction of the Eligible Improvements defined in the RRA. The Manager and the Engineer are the parties authorized to certify the Eligible Costs of the Eligible Improvements described and defined in the RRA.

The Manager and Engineer hereby certify that to the best knowledge and belief of each:

1. The amount of Eligible Costs for Eligible Improvements to be paid or reimbursed from the Special Fund established by the Urban Renewal Plan for the Meadowlark Business Park Urban Renewal Project pursuant to the RRA is \$370,881.66.
2. The Eligible Costs are for Eligible Improvements defined in the RRA, are documented in the attachments to this Certificate, and are in the form required by Section 4.4 of the RRA.
3. Payment of the Eligible Costs included in this Certificate do not include advance payments of any kind for unperformed work or materials not delivered to and stored on the Property defined in the RRA
4. The Manager (but not the Engineer) certifies that the Eligible Costs included in this Certification have not been included in any previous certification of Eligible Costs and have not been previously reimbursed or approved for reimbursement pursuant to the RRA.
5. To the best knowledge of the undersigned the Eligible Costs are reasonable in comparison to similar projects in the Denver metropolitan area.



Manager of Meadowlark Industrial LLC



Baker Builders, LLC - Contractor

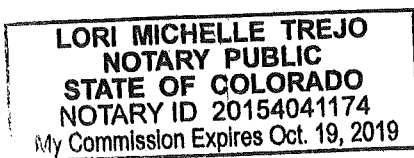
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

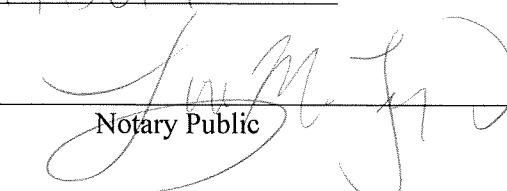
Subscribed to and sworn to before me this 7th day of February, 2019.

Witness my hand and official seal.

My commission expires Oct. 19, 2019.

[SEAL]





Notary Public

FREDERICK URBAN RENEWAL AUTHORITY

RESOLUTION NO. 25-FURA-08

A RESOLUTION OF THE FREDERICK URBAN RENEWAL AUTHORITY, APPROVING AN INFORMED CONSENT AND WAIVER OF CONFLICTS OF INTEREST

WHEREAS, the Frederick Urban Renewal Authority (“FURA”) is committed to the principles of good governance; and,

WHEREAS, FURA desires to approve an Informed Consent and Waiver of Conflicts of Interest regarding legal representation by Paul Benedetti; and,

WHEREAS, execution of the Informed Consent and Waiver of Conflicts of Interest will benefit FURA, residents, and taxpayers, by supporting continuity in the legal representation of FURA.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES THAT:

Section 1. FURA approves the Informed Consent and Waiver of Conflicts of Interest as it is presented in Exhibit A and authorizes the Chair to execute the same.

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:

**FREDERICK URBAN RENEWAL
AUTHORITY**

By: _____
Tricia David, Assistant Secretary to FURA

By: _____
Tracie Crites, Chair

INFORMED CONSENT AND WAIVER OF CONFLICTS OF INTEREST

This informed consent and waiver made is effective the ____ day of _____, 2025, by and the Frederick Urban Renewal Authority, Weld County, Colorado (hereafter, "FURA").

WHEREAS, on January 28, 2025, FURA approved Resolution 25-FURA-02 and an Informed Consent and Waiver of Conflicts of Interest, enabling the Town Attorney's Office to represent both FURA and the Town; and

WHEREAS, currently both the Town Attorney and Paul Benedetti serve as legal counsel to FURA; and,

WHEREAS, Mr. Benedetti is in the process of winding down his law business and wishes to create a business relationship with Nick Larson of Bear Peak Law, PLLC, in order to facilitate such winding down; and,

WHEREAS, Mr. Larson owns and operates Meadowlark Developer, LLC, which has entered into a redevelopment and reimbursement agreement with the Frederick Urban Renewal Authority, which purpose is the buildout of Meadowlark Business Park; and,

WHEREAS, representation of both entities is not prohibited by law; and,

WHEREAS, the representation does not involve the assertion of a claim by FURA against Mr. Larson or Meadowlark Developer, LLC, in litigation or other proceeding; and,

WHEREAS, FURA wishes to give informed consent in writing to continued legal representation by Mr. Benedetti; and

WHEREAS, FURA will continue to have competent and diligent legal representation by the Town Attorney's Office in the event it is no longer represented by Mr. Benedetti.

WHEREFORE, FURA agrees that such continued representation by Mr. Benedetti is not, at present, adverse, and is consistent with the Colorado Rules of Professional Conduct governing attorneys, and FURA hereby expressly voluntarily, knowingly, and intelligently waives conflicts and gives informed consent to continued legal representation by Mr. Benedetti.

Further, FURA acknowledges that it may revoke consent to such representation, and, to the extent that the situation should arise that Mr. Benedetti's business relationship and activities are deemed adverse to FURA or materially limiting to the representation of FURA, Mr. Benedetti will cease representation of FURA.

DATED this ____ day of _____, 2025.

FREDERICK URBAN RENEWAL AUTHORITY

Traci Crites, FURA Chair

ACKNOWLEDGMENT

Christine Francescani, FURA Legal Counsel