



Town of Frederick
Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, January 23, 2024

7:00 PM

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

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

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

Or

Emily Nitcher, Assistant Town Clerk
enitcher@frederickco.gov
720-382-5500

Built on What Matters.



**Town of Frederick
Board of Trustees Agenda**

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, January 23, 2024

6:30 P.M.

Work Session

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

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

Staff Reports:

- A. Administrative Report – Bryan Ostler, Town Manager
- B. Golf Update – Tim Schwartz, Golf Course General Manager

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

- C. List of Bills - Kurtis Adams, Finance Director
- D. Resolution 24-R-04 A Resolution Of The Town Of Frederick, Colorado Authorizing
The Mayor To Execute An Application To Northern Colorado Water Conservancy

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District For An Annually Renewable Perpetual Water Contract For Right To Use C-Bt

Shares - Sarah Watson, Civil Engineer

Action Agenda:

- E. Consideration of the Re-appointment of Parks, Recreation, Open Space and Trails Commissioners – Colby Johnson, Parks Director
- F. Resolution 24-R-06 A Resolution of the Town of Frederick, Colorado, to Award a Contract for Addition of Two Pumps to the West Pump Station and Authorizing the Town Manager to Execute the Contract– Sarah Watson, Civil Engineer
- G. Resolution 24-R-07 A Resolution of the Town of Frederick, Colorado Authorizing the Mayor to Execute the Twentieth Interim Agreement with the Northern Integrates Supply Project Water Activities Enterprise (NISP) – Sarah Watson, Civil Engineer

Mayor and Trustee Reports:

Executive Session:

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

Adjournment:



Town of Frederick Admin Report 1.23.24

Upcoming Board of Trustees Work Sessions:

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

- January 16, 2024 – Work Session
- January 23, 2024 – Regular Meeting
- January 30, 2024 – Work Session (5th Tuesday)
- February 6, 2024 – Work Session
- February 13, 2024 – Regular Meeting



Effective, Efficient & Strategic Government Operations

- The Parks, Recreation, Open Space and Trails Commission met on January 10th where they heard a brief update on the Parks System Master Plan revision and on Bella Rosa Golf Course. They also provided comment and approval of the 2023 Department Annual Report and 2024 Department Action Plan.
- Landon Ridgeway obtained his Playground Maintenance Technician certification.
- Juston Marr now has a Certified Operator Pesticide Applicator's License with the State of Colorado.
- Parks welcomed Anthony Talarico, our newest Parks and Open Space Maintenance Technician, on January 15.
- Renae Lehr completed a week-long Black Belt training program at Denver Peak Academy for process improvement and innovation.
- Matt Liebing completed the APWA Public Fleet Management Certification process.
- Isiah Fernandez is scheduled to retake his Water Distribution I test on January 19.
- Fleet staff is in the process of scheduling training for the new year to further education and keep up with an ever-changing fleet.



Community and Economic Vitality

- Parks staff are finalizing updated concepts for Crist Park and FRA to be included in public engagement in quarter one.
- Bella Rosa staff are finalizing the 2024 event schedule for the golf course and will open registrations later this winter.

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- The following is a list of all active development applications under review by the Town’s Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies.
- Kings Soopers Marketplace signs printed and installed

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Bear Industrial Business Park, Replat 3, Block 1, Lot 8 (2/21/23)	4210 Bruin Street	Proposed 14,400 sf warehouse/office building for an excavation company.	Site Plan
Bear Industrial Business Park, Replat 4, Lot 12 A (1/2/24)	4109 Bruin Boulevard	Proposed warehouse/office building for construction contracting company with outdoor storage component.	Site Plan
Carriage Hills Filing 1, Replat A, Block 6, Lot 1 – 10 (3/6/23)	6500 – 6554 11 th Street	Building design review for single family detached and attached housing.	Construction Document Review
Clearview Villages (10/31/23)	Southwest corner of Godding Hollow and Silver Birch	Water demand analysis for the subdivision.	Water Demand Analysis
CWCWD 30” Waterline Easement (9/29/22)	Between Tipple Parkway and Highway 52 from Colorado Boulevard to Wheatland Boulevard.	30” waterline easement proposed.	
Dreamers Ridge Phase 1, Replat A (7/3/23)	Southwest of Godding Hollow and Colorado 5.	Proposed new tracts B, C and a new Lot 1. Lot 1 proposed as a 70-acre residential estate lot.	Minor Subdivision
Eagle Business Park Filing 5, Lot 3&4 (10/16/23)	4609 & 4701 Falcon Place	Proposed St Vrain Sanitation District administration maintenance facility.	Subdivision Amendment; Site Plan
Evezich Amendment 2, Lot 3A (10/23/23)	131 Aspen Drive	Proposed “Brigit’s Village” 40-unit affordable mixed-use residential building.	Site Plan
Frederick West Business Center, Filing 2., Block 2, Lot 6 (1/2/24)	7701 Miller Drive	Proposed building addition to the west side of an existing building.	Site Plan Amendment
Indian Peaks, Filing 12, Lot 1 (7/17/23)	8123 Indian Peaks Avenue	Proposed replacement of aboveground extended detention basin with an underground detention facility and the modification of right-of-way landscaping with a waterwise design.	Site Plan Amendment
Columbine Heights (8/9/23)	Currently “Johnson Farms/Sindle Hill Energy Minor”	Proposed single family detached residential community.	Preliminary Development Plan; Preliminary Plat
Meadowlark Business Park, Filing 3, Block 1, Lot 4-6 (3/20/23)	5571 Iris Parkway	Proposed 19,800 sf light industrial warehouse building and secured outdoor storage yard.	Site Plan
Meadowlark Business Park, Filing 3, Replat B, Block 1, Lot 1 (12/15/23)	5681 Iris Parkway	Proposed 6,000 sf storage warehouse addition.	Site Plan Amendment

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Meadowlark Business Park, Filing 3, Replat B, Block 1, Lot 1 (7/31/23)	5520 Iris Parkway	Proposed 20,640 sf flex industrial warehouse building and secured outdoor storage yard.	Site Plan
Meadowlark Business Park, Replat A, Block 1, Lot 2 (8/21/23)	5978 Iris Parkway	Proposed 20,250 sf industrial building as phase 1. Phase 2 to include addition of outdoor storage area. Phase 3 to include removal or storage to be replaced with 20,500 sf building and additional parking.	Site Plan
Miners Park Town Centre (3/6/23)	Northeast corner of Colorado Boulevard and Highway 52.	Planned development directly south of downtown Frederick.	Construction Document Review; Final Plat; Rezone
Silverstone Filing 7	Currently "Miner's Village Filing 1"	Proposed development of 581 single home residential lots.	Preliminary Plat, Preliminary Development Plan
Nelson Farms	Northeast corner of I-25 and Highway 52.	Proposed development of 236 acres as single-family detached, duplex, and townhome lots.	Preliminary Plat; Preliminary Development Plan; Subdivision Amendment
No Name Creek Estates, Filing 1, Replat C, Block 14, Lot 1-3 (11/27/23)	Eastern part of No Name Creek	Water demand analysis for the three lots listed.	Water Demand Analysis
Park n Ride Annexation (12/26/23)	Northwest corner of I-25 and Highway 52	Proposed QuikTrip	MOAPI Amendment; Site Plan; Variance
Prosperity (12/8/23)	Southeast of Tipple Parkway and Ridgeway Boulevard	Water demand analysis for the subdivision	Water Demand Analysis
Raspberry Hill Business Park Lot 12 (10/17/23)	8208 Raspberry Way	Proposed Hyundai outdoor vehicle inventory storage lot and carwash.	Site Plan
Raspberry Hill Business Park Lot 15 (12/15/23)	8360 Raspberry Way	Proposed facility for an HVAC contractor to include a warehouse/shop, office space, and an outdoor storage component.	Site Plan
Shores on Plum Creek (6/20/22)	Northwest of Highway 52 and Colorado 3 ¼	Proposed master planned community with retail/commercial opportunities and a wide range of housing types.	Minor Subdivision; Preliminary Plat; Preliminary Development Plan; Rezone
Silverstone Commons (9/29/23)	Currently "Silverstone Filing 1, Block 8, Lot 1". Northwest of Highway 52 and William Bailey Avenue	Proposed development of a commercial/retail project that is cohesive with the adjacent commercial/mixed use property to the east.	Final Development Plan
Silverstone Marketplace (3/6/23)	Northwest of Colorado Boulevard and Highway 52.	Proposed commercial development centered around new King Soopers grocer.	Final Development Plan; Final Plat; Site Plan
Wheatlands (4/4/22)	Currently "Brunemeier Annexation"	Proposed high-quality residential neighborhood that will include single-family detached and attached housing.	Preliminary Development Plan; Preliminary Plat

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Wildflower Filing 1, Amendment 1, Block 27, Lot 2 (1/2/24)	3833 Tipple Parkway	Proposed United Power battery energy storage system.	Site Plan
Wyndham Hill Filing 10 (11/16/20)	Currently "6855 Aggregate Boulevard"	Proposed single family detached housing.	Final Development Plan; Final Plat



Dynamic, Inclusive & Connected Community

- Monthly Newsletter: Electronic and mailer
- Weekly Flash: Features four articles weekly
- Fourth quarter stats for social media platforms
- Town Event Preparation
 - 2024 event collateral designed
 - Recruitment and planning for 2024 events. Sponsorship packet and form, market vendor application, food vendor application, and Miners Day parade application are live on the website.
- Planning and prep for the Carbon Valley Volunteer Fair on Saturday, January 27; 15 nonprofit organizations are participating.
 - Working with departments for 3rd Grade school tour plan in April.
- Community Partnerships
 - 2024 Calendars distributed to residents, and town offices
 - CVEM meeting Dec. 14
- Website Updates
 - Update building inspection online form
 - Update 2024 Scholarship webpage and online form
 - Update 2024 Candidate webpage with info. and forms
 - Update Voter information webpage
 - Update 2024 trash and recycling webpage
 - Update 2024 Spring Clean-up Days webpage
 - Miscellaneous page updates
 - Progress on website redesign
- Town App
 - Monthly Analytics Report
- Interdepartmental Collaboration
 - Departmental project support
 - Comms & Engagement KPI updates for financial report
 - Community Notification regarding sanitation survey
 - Top 10 campaign complete
 - Annual report planning and content
 - Comms for new Holiday trash drop off program
 - Economic Development Newsletter meeting
 - Strategic Planning meeting
 - Innovation Team meeting

- Water Conservation flyer
 - Town Staff training regarding Election process
- Board Meeting
 - Attendance at Board meetings to ensure Town communications align with Board’s vision and work in progress
 - Closed captioning on meeting recordings
- Attend candidate Informational Meeting for Running in the Right Direction – December 21



Strategic, Reliable and Sustainable Infrastructure

- Parks maintenance staff removed holiday lighting downtown after New Year’s, finished fall leaf and debris cleanup across all areas and finished mowing all open spaces in developed neighborhoods. They will be working to re-organize their shop areas, complete winter tree pruning, complete winter equipment maintenance and begin 2024’s capital improvement projects in the coming weeks.
- Golf maintenance staff are working through winter equipment maintenance and projects on the golf course. They recently completed a new full-length cart path with additional landscaped areas along Hole #6. They have begun working with local vendors on their capital irrigation project for 2024.
- Fleet has been busy with cleaning and organization in order to make room for adding another bulk oil tank for the updated PD fleet. They are also reorganizing the parts room to accommodate shelving in order to stock more filters in an effort to be more efficient with maintaining the fleet.
- Radio installations have been completed in seven Frederick trucks, with one yet to be finished; this will help in operations, as well as during snow events.
- Streets staff completed cleanup from illegal dumping along county roads.
- As of January 2, 100 residents have participated in Public Works’ holiday trash drop-off. The Christmas tree drop-off is open for residents to drop off trees until January 31.
- County Roads 17 and 14 are in the process of being graded.
- Streets staff is working with a contractor for fence repair at 8742 Silver Birch from a traffic accident on December 25, 2023.



Safe and Secure

- Recently, Officer Esther Collins was appointed as a Field Evidence Technician on the Weld County Critical Incident Response Team, which is activated county-wide in the event of an officer involved shooting. This is a great opportunity for Officer Collins and the department as a whole to gain experience and expertise in processing complex crime scenes. It’s also an excellent example of fostering our relationship with surrounding agencies in order to collaborate and pool resources. Well done, Officer Collins!
- The Police Department gained three new employees in the past weeks. Kelly Grant has come on board as our new Community Services Officer, while Jacob Valenzuela and Jacob Cordova have joined the Patrol team. These three can be seen out and about with their various field training officers in the coming months as they learn the ins and outs of the Town of Frederick, as well as departmental policies & procedures. All are very welcome additions in our seemingly never-ending goal of becoming fully staffed. We’re so happy to have you!
- Police summary report scheduled through 2024.



Fiscally Responsible Governance

- Finance is currently focused on 2023 year-end closing entries and assembly of the 2024 Budget Publication.
- Golf management is continuing to hone visitor use and financial data from the 2023 season to inform on changes in 2024. We expect to bring changes to user fees and a broader financial update to the Board in the second quarter of 2024.



TOWN OF FREDERICK

Board of Trustees

Information Memorandum

Tracie Crites, Mayor

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

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

Golf Course General Update

Agenda Date: Town Board Meeting - January 23, 2024

Attachments: N/A

Submitted by: Tim Schwartz
Golf Course General Manager

Approved for Presentation: Bryan Ostler
Town Manager

Strategic Plan Alignment:



Fiscally Responsible Governance - 6.1 – Continue analysis of the short-term and long-term financial position of the Bella Rosa Golf Course to address needs with existing facilities and restaurant operations.

Summary Statement:

Bella Rosa continues to analyze the financial positions of all operations and this update is intended to provide a brief snapshot of 2023 end-of-year figures. A more in-depth presentation relating to user fees, subsidy and funding mechanisms for the Golf Course is being prepared for a future Board Work Session.

Golf participation continues to increase positively, with approximately 1,300 more rounds in 2023 than in 2022, which generated about \$39,000 in additional revenue. Our tee time occupancy rate also increased from 43% to 46%. In the golf industry in Colorado, between 50%-60% occupancy is in good condition. From 2018 to 2023, golf rounds have increased over 183%, or by 13,742 rounds, and our tee time occupancy has increased from 15% to 46%. A key focus of the Golf team to continue to improve

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participation is the quality of the course for playability. Thanks to the support of the Board, our 2023 and 2024 Capital Budgets have provided significant resources for us to continue to improve conditions, which will increase participation and allow us to increase user fees to lessen the subsidy.

Food & Beverage gross revenues were reduced from 2022 to 2023 by \$144,101, with the transition to grab-and-go. However, with the significant reduction in expenses, the food and beverage operation recognized a net profit after the late May transition. During that period from June to December, we captured a net profit of \$1,673. It is important to note that there is a financial correlation between having minor food and beverage available and golf participation numbers that is difficult to quantify, but it is a credible assumption that revenues in the golf operation are improved by having these options available. Put another way, even with a minor profit on food and beverage, it is highly likely that without those options, we would have recognized a larger revenue loss on the golf participation side.

Additionally, that net profit accounted for expenses related to catering services for special events in the amount of \$18,232. Golf staff are implementing options to cover those expenses by either adjusting special event fees or by providing light food options for special events internally in 2024. We did not implement those higher special event fees in 2023, because many of the events already had paid participants registered by the time the final decision was made to transition the food and beverage operation. Not wanting to antagonize our users in the process, the Department Director made the decision to absorb the additional expenses for those events in 2023. We have also adjusted all budget accounts in the 2024 Budget to help assist Golf staff in ongoing financial analytics.

With that in mind, we can reasonably assume that revenues for 2024 in food and beverage operations, with all other variables being equal, should be north of \$20,000, compared to a \$267,678 net loss in 2022.

Looking forward to next steps, the Golf Team is working on modifications to the user fees associated with the course, which if approved, would further reduce the operational subsidy in the coming years, in addition to those operational efficiencies being implemented.

Town of Frederick - List of Bills
November 23, 2023 - December 28, 2023

1800DRYCLEAN NORTH METRO DENVER	Uniform cleaning services	145.25
AAA PEST PROS LLC	Pest control	145.00
ACE HARDWARE OF FIRESTONE	Supplies	739.85
ACTION FIRE HYDRANT SERVICE LLC	Preform fire flows	1,080.00
ACUSHNET COMPANY	Golf shop merchandise	799.89
ADAMSON POLICE PRODUCTS	Police uniforms	16,635.48
ADVANCED DIRECT MARKETING INC	Calendar mailing postage	3,266.36
AGFINITY	Fuel	12,853.78
AH ARCHITECTURE PC	Architectural Services - Park Planning	1,000.00
AIRGAS USA LLC	Fork lift fuel	78.56
ALL IN ONE PROFESSIONAL SERVICES LLC	Interpreting services	637.17
ALTITUDE AWARDS AND APPAREL	PW uniforms	570.00
AMBER PAHLKE	2024 Calendar Contest Winner - Art Commission	100.00
AMERICAN ARBORIST SERVICE	Tree removal	5,000.00
AMERICAN PUBLIC WORKS ASSOCIATION	Membership dues	140.69
ANTON OLSON	Tuition reimbursement	639.51
APPLIED SOFTWARE TECHNOLOGY LLC	Bluebeam annual subscription	189.99
ARCHIVESOCIAL INC	Social Media Archiving subscription	4,188.00
B&M ROOFING OF COLORADO INC	Public Safety Tax fee refund	746.74
BC SERVICES INC	Skate Park permitting	812.00
BE BRANDED LLC	Logo tote bags	1,049.72
BETTER BUSINESS CLEANING	Monthly cleaning service	6,356.00
BK TIRE, INC.	Tire replacement and disposal	1,218.00
BLACK HILLS ENERGY	Natural Gas utility	4,952.23
BLUDOT TECHNOLOGIES INC	Economic Development database subscription	4,740.00
BRINKMANN CONSTRUCTORS	Hydrant Meter Deposit refund	4,500.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease program	1,799.21
CARBON VALLEY CHAMBER OF COMM.	Membership dues	600.00
CASSANDRA YUMA	Reimbursement for PD holiday party rental	360.00
CENTRAL WELD COUNTY WATER DIST	Water carryover and purchased	131,854.50
CINDY KAMIGAKI	Reimbursement for GIS membership	40.00
CINTAS CORPORATION	PW mat service and uniforms	692.35
CITIZEN PRINTING	Calendar printing	12,266.00
CMI INC	Police equipment	1,881.00
COLE-TAC LLC	Police equipment	3,250.00
COLORADO MUNICIPAL LEAGUE	Membership dues	2,863.00
COLORADO TECHNOLOGY CO	Site visit to troubleshoot audio issues	280.00
COMCAST CABLE	Monthly internet, tv and phone service	995.28
COMCAST PHONE	Town wide internet service	2,655.00
COOL HAND ICE CARVING	Ice sculptures - Festival of Lights	1,700.00
CORKAT DATA SOLUTIONS LLC	IT Support and computer equipment	12,516.11
COSTAR REALTY INFORMATION INC	Monthly subscription	590.00
D & S STEEL BUILDINGS CO	Hydrant Meter Deposit refund	4,000.00
DANA CREGO	2024 Calendar Contest Winner - People's Choice	100.00
DANA KEPNER CO	Hydrant and water meter supplies	29,345.38
DBC IRRIGATION SUPPLY	Irrigation Central Control	6,045.39
DENVER METRO CHAMBER OF COMMERCE	2023 Site Selection Conference Sponsorship	12,500.00
DERRICK SCHMIDT	Reimbursement for CDL physical	75.00
DESIGN CONCEPTS CLA INC	Community Parks Master Plan & Park Planning	2,224.00
DOOLEY ENTERPRISES INC	Police supplies	12,998.49
DUNAKILLY MANAGEMENT GROUP CORP	Owner's representation services	9,090.00
E & G TERMINAL INC	Vehicle maintenance	2.95
ECLIPSE TINTING AND GRAPHICS	Vehicle window tinting & graphics	293.40
ELDORADO ARTESIAN SPRINGS INC	Water delivery service	129.35
ELEMENT WATER CONSULTING INC	Water Engineering Services	39,793.68
ELEVATED PUBLIC SAFETY	Vehicle safety lights	1,445.61
ELITE HOOD CLEANING & FIRE PROTECTION	Kitchen hood system repair	1,225.00

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ENGLAND THIMS & MILLER INC	Esri GIS & Cartegraph Asset Management	2,752.50
ENTENMANN-ROVIN CO	Police badge	88.00
ENTERPRISE FM TRUST	Vehicle lease program	51,094.74
ENVIROTECH SERVICES, INC.	Ice Slicer	13,511.75
FACTORY MOTOR PARTS CO	Vehicle maintenance supplies	291.08
FAIRFIELD AND WOODS PC	Legal services	9,737.00
FASTENAL COMPANY	Shop and shop supplies	2,960.09
FEDEX	Postage for business agreement	10.48
FERGUSON ENTERPRISES LLC	Water supplies	368.65
FIORE AND SONS INC	Hydrant Meter Deposit refund	3,250.00
FORSGREN ASSOCIATES INC	Non/Potable Water Infrastructure Master Plan	19,423.75
FRONTIER PRECISION INC	Catalyst equipment and licensing	8,820.00
GALAXY DIGITAL LLC	Volunteer management software	2,000.00
GARRETSONS SPORTS CENTER	Police name tags	252.00
GENERAL AIR	Shop supplies	44.63
GUARDIAN ROOFING LLC	Roof coating	4,250.00
HAIL PRO COLLISION LLC	Vehicle hail damage repairs	166,924.33
HARDLINE EQUIPMENT	Equipment supplies	2,419.00
HEADSTRONG COUNSELLING LLC	Counseling services	100.00
HIGH COUNTRY BEVERAGE	Beverage order for restaurant	192.35
HIGH PLAINS RACEWAY	Training fees	1,000.00
HIGH THREAT INNOVATIONS	Police equipment	10,939.00
HOME DEPOT CREDIT SERVICES	Supplies	5,616.80
HOT SHOT SUPPLY CO	Asphalt patch	1,176.00
IMAGEFIRST HOSPITALITY	Linen service for restaurant	274.48
INFOSEND INC	UB statements, notices, postage & newsletters	3,696.00
INLAND POTABLE SERVICES INC	Tank cleaning & inspection	6,300.00
INNOVATE! INC	GIS support - Trimble unit equipment	7,474.28
INTERNATIONAL ASSOCIATION OF	Membership dues	190.00
INTERNATIONAL ECO. DEVELOPMENT COUNCIL	2024 Conference Sponsorship	10,000.00
INTERSTATE FORD	Vehicle maintenance supplies	166.40
INTERSTATE RENTAL & SALES, INC.	Equipment rental	1,677.94
ISIAH FERNANDEZ	Travel reimbursement for training	247.80
JANE T FELDMAN	Ethics consultation	1,149.98
JUAN HERRERA	Restitution payment	200.00
JUB ENGINEERS INC	Silver Birch & Bella Rosa Intersection Design	33,299.80
KAIZEN COLLISION CENTER	Hail damage repairs	3,033.85
KEETER TRUCKING	Hydrant Meter Deposit refund	4,500.00
KODIAK RANCH	Tractor & carriage hayrides for FOL	2,600.00
KP & ASSOCIATES	Retail Consulting services	2,400.00
KYLE A RICHARDS	Live stream BOT recording	75.00
KYLIE COUCH	Reimbursement for supplies & FRED lunch	182.74
LEXIPOL LLC	Leadership Training Series	2,988.00
LIGHTING, ACCESSORY & WARNING SYSTEMS	Vehicle emergency equipment removal/replacement	1,207.50
LINKSOUL	Staff uniform	51.53
LONGS PEAK HOSPITAL	Emergency sane exam	1,123.01
LORI TREJO	Reimbursement for sympathy flowers	136.12
MAC ELECTRIC AND LIGHTING	Building Permit refund fee	80.72
MAC EQUIPMENT INC	Equipment purchase and maintenance	4,507.94
MAJESTIC EXTERIORS LLC	Building Permit fee refund	564.31
MARSHALL INFORMATION SERVICE LLC	Developer services for Permit Software	62.50
MELISSA MIJARES	Reimbursement for training expenses and mileage	118.79
MILE HIGH SHOOTING ACCESSORIES LLC	Police supplies	636.26
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant	60.00
MOTOROLA SOLUTIONS INC	Police radios, programming and supplies	19,578.01
MOUNTAIN VIEW FIRE RESCUE	Mendoza Exclusion Fee	1,000.00
NAIOP	2024 Membership	1,862.00

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NATIONAL BUSINESS FURNITURE LLC	Town Hall office furniture	3,945.45
NICHOLAS PRODUCTIONS LLC	Festival of Lights carolers	315.00
NOCO SEPTIC INC	Grease trap cleaning	550.00
OCCUPATIONAL HEALTH CENTERS	Pre-Employment screening & employee testing	784.00
OPENGOV INC	Professional Services Deployment	3,975.00
OPEROSE MANUFACTURING LLC	IMPACT Grant Award	10,000.00
O'REILLY AUTOMOTIVE INC	Vehicle maintenance supplies	553.65
PAUL C BENEDETTI	Legal Services - FURA	2,550.00
PAUL DIKES GLASS INC	Windshield replacement	750.00
PEEL PIZZA, EDGE GOURMET STREET KITCHEN	Catering for calendar reception & volunteer appreciation	1,440.00
PIONEER DEVELOPMENT COMPANY	Eagle Business Park Phase II - Urban Renewal Plan	1,000.00
POLICE AND SHERIFFS PRESS INC	Photo IDs	121.25
POLICE EXECUTIVE RESEARCH FORUM	Membership dues	200.00
PRAIRIE MOUNTAIN MEDIA	Publishing costs	401.31
PROFORCE LAW ENFORCEMENT	Police equipment	1,816.00
PSYCHOLOGICAL DIMENSIONS	Pre-Employment Psychological evaluations	1,200.00
REDEMPTION ROAD COFFEE	Festival of Lights hot cocoa	1,950.00
REDI SERVICES LLC	Porta john service	400.00
RICK ENGINEERING COMPANY - COLORADO	Downtown Outdoor Recreation Master Plan	8,062.90
RINGCENTRAL INC	Town phone system	3,773.19
ROCKY MTN PLAYGROUND SERVICES LTD	Playground repair	9,977.46
SAFEBUILT COLORADO LLC	Building Inspection Services	3,780.00
SAFEWAY	Supplies and gift cards	127.02
SAM'S CLUB / GECRB	Supplies	1,192.93
SIERRA FEDDER	Mileage reimbursement	120.00
SIGNARAMA	Decal printing	1,698.13
SIRCHIE ACQUISITION COMPANY LLC	Drug test kits	116.30
SMITH ENVIRONMENTAL & ENGINEERING	Frederick GW Impacts Study	4,982.98
SOUNDS OF THE ROCKIES ENTERTAINMENT GROUP LLC	Festival of Lights DJ	375.00
SOUTHPAW ELECTRIC	Crist Park electric repair	4,705.82
SPORT & FITNESS INC	Treadmill replacement & installation	6,607.41
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	51.78
SUNBELT RENTALS INC	Equipment rental	3,900.73
SYMBOLARTS LLC	FHS Challenge Coins	848.00
SYSCO DENVER	Restaurant supplies	1,030.17
TAYLOR MADE GOLF COMPANY	Golf shop merchandise	104.37
TELOS ONLINE INC	Back-up link	75.00
THOMAS MANN	Restitution payment	1,000.00
TIFFANY WEED	Mileage reimbursement	50.96
TIMOTHY RYAN ATKINSON	2024 Calendar Contest Winner - BOT/Staff Choice	200.00
TODD GRIVETTI	2024 Calendar Contest Winner - Mayors Choice/FOL	250.00
TRANSWEST TRUCK	Equipment maintenance supplies	250.82
TRAVISMATHEW LLC	Golf shop merchandise	252.37
TRI STATE OIL RECLAIMERS INC	Used oil disposal	150.00
TRI TOWN PLUMBING & HEATING LLC	Sink installation	2,570.00
TRUEPOINT SOLUTIONS LLC	System configuration & progress management	2,656.23
TYLER TECHNOLOGIES	Court Case Management Conversion	520.00
UME CUSTOM EMBROIDERY & IMPRINTING LLC	New Employee apparel order	147.60
UNITED POWER	Electric utility	6,986.13
UNIVERSITY AUTO PARTS INC	Vehicle maintenance supplies	664.03
US KIDS GOLF LLC	Junior golf grips	73.50
USGA CLUB MEMBERSHIP	USGA club membership	150.00
UTILITY NOTIFICATION CENTER OF COLORADO	Locate transmissions	692.73
VANCE BROTHERS INC	Seal Project final payment - retainage	28,522.62
VERIZON WIRELESS	Town cell phone service	7,952.96
VIA MOBILITY SERVICES	Transportation	5,040.00
VSTRACKING THE ADVOCATE ADVANTAGE	VSTracking subscription	5,000.00

Town of Frederick - List of Bills
November 23, 2023 - December 28, 2023

WARD ELECTRIC COMPANY INC	EV charge repairs	263.45
WASTE CONNECTIONS OF COLO INC	Monthly trash & recycle service	346.71
WELD COUNTY CLERK & RECORDER	Coordinated Election	15,265.00
WELD COUNTY DEPARTMENT OF PUBLIC	Water testing & License renewal fee for restaurant	2,012.00
WELD COUNTY SHERIFF	Inmate detention fee	302.60
WEX BANK	Fuel	825.72
WILLDAN FINANCIAL SERVICES	Water Rate Study	<u>4,162.50</u>
	Total	954,650.81



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Annual Perpetual Use Renewal Water Contract for Colorado-Big Thompson Units

Agenda Date: Town Board Meeting - January 23, 2024

Attachments:

- a. Resolution 24-R-04
- b. Application to Northern Colorado Water Conservancy District for Annually Renewable Perpetual Water Contract for Right to Use Colorado-Big Thompson Project Water
- c. Application to Northern Colorado Water Conservancy District for Cancellation of Temporary Use Permit

Finance Review: Kurtis Adams
Finance Director

Submitted by: Sarah Watson
Civil Engineer II

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Summary Statement:

Northern Colorado Water Conservation District requires the Town to convert any Temporary Use Permits to permanent use after the Town acquires new Colorado-Big Thompson units. The Town must complete this process for the 49 units that were purchased by the Town in 2023.

Strategic Plan Alignment:

This request aligns with the Town's Strategic, Reliable & Sustainable Infrastructure Goal:



Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

Built on What Matters.

Detail of Issue/Request:

In 2003 the Northern Water Board approved a policy that does not allow the Town to apply for renewal of Temporary Use Permits. In accordance with that policy the Town is required to convert Temporary Use Permits to perpetual use through a Section 131 contract before the expiration of the Temporary Use Permit. This process must be done annually by Resolution. The Town purchased 49 CBT units in 2023 that require the conversion to perpetual use.

The Town's 2024 budget includes funds to purchase 40 CBT units which have been under contract since November of 2023 in preparation for purchase in January of 2024. The Town will need to apply again for renewal in 2025 of these and any units dedicated to the Town in 2024.

Legal Comments:

The Town Attorney has reviewed the Northern Water Section 131 Application documents and prepared the proposed resolution.

Alternatives/Options:

If the Town does not apply for the Section 131 Contract the Town will lose use of the 49 units.

Financial Considerations:

The \$500 application fee for the Section 131 Contract will be expensed from the Water Fund.

Staff Recommendation:

It is Staff's recommendation to approve Resolution 24-R-04.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-04**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR
AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR
RIGHT TO USE C-BT SHARES**

WHEREAS, the Town of Frederick had previously obtained a Temporary Use Permit for the use of 49 units of Colorado-Big Thompson water shares (“C-BT”); and,

WHEREAS, the Northern Colorado Water Conservancy District (“Northern Water”) policies require the transition of Temporary Use Permits to a more permanent “Section 131” contract for continued use of the water shares; and,

WHEREAS, the Town of Frederick desires to apply for the Section 131 agreement.

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

1. The Board of Trustees authorizes the Mayor to sign the APPLICATION TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER UNDER C.R.S. 37-45-131 attached hereto as Exhibit A.
2. The Board of Trustees authorizes the Mayor to sign the APPLICATION TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR CANCELLATION OF TEMPORARY USE PERMIT attached hereto as Exhibit B.

INTRODUCED, READ, PASSED, AND SIGNED THIS 23rd DAY OF JANUARY, 2024.

ATTEST:

By: _____
Kelly Green, Deputy Town Clerk

TOWN OF FREDERICK:

By: _____
Tracie Crites, Mayor

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, Town of Frederick, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is **49 acre-feet** to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for municipal, domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P.O. Box 435, Frederick, Colorado 80530.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.
6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant is necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.

10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this _____ day of _____, A.D., 20____.

TOWN OF FREDERICK

By:

Tracie Crites, Mayor

ATTEST:

By:

(SEAL) Kelly Green, Deputy Town Clerk

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for **49 acre-feet** of water is hereby made to the Town of Frederick, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

**NORTHERN COLORADO WATER
CONSERVANCY DISTRICT**

By _____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., 20____.

ATTEST: _____
Secretary



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Consideration of the Re-Appointment of Parks, Recreation, Open Space and Trails Commissioners

Agenda Date: Town Board Meeting - January 23, 2024

Attachments: a. N/A

Finance Review: N/A
Finance Director

Submitted by: Colby Johnson
Parks and Open Space Director

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Effective, Efficient and 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:

The Town of Frederick's Parks, Recreation, Open Space and Trails Commission has four members whose term ends in January 2024 and this action will re-appoint Commissioners Allan Gill, Erin Fosdick, Kristen Davis and Susan Pilon to a partial term, which will stagger the terms of the entire Commission according to Frederick Municipal Code.

Built on What Matters.

Detail of Issue/Request:

The Town of Frederick's Board of Trustees has established a procedure for the recruitment and appointment to Commissions and Committees. This action "cleans up" existing Commissioner terms that were set prior to the adoption of these procedures.

This short-term re-appointment will bring the existing terms of Commissioners Allan Gill, Erin Fosdick, Kristen Davis and Susan Pilon into alignment with the May recruitment period and will stagger all seven Commissioners over the three-year term period.

Commissioners would be re-appointed as follows:

- Erin Fosdick and Kristen Davis – Through May 2024
- Allan Gill and Susan Pilon – Through May 2025

Commissioners Luke Bolinger, Matt Hickman and Lee Schlais have terms ending in May 2026.

Upon the end of their respective terms, all Commissioners would be subject to the application and recruitment process established by the Board.

Commissioners were chosen for the length of their partial term by placing all four names in my hat and then drawn at random with the first two chosen selected until May 2025.

Legal Comments:

Frederick Municipal Code Article IX, Section 2-9-320 states that Commissioners shall serve three-year terms and those terms shall be staggered to prevent a majority of the membership being renewed at one time. This action would provide for staggered terms per, Article IX, Section 2-9-320.

Alternatives/Options:

The Board could choose to alter which Commissioners to re-appoint to what periods of time.

The Board could choose to alter the period to which Commissioners are re-appointed, for example, by switching any or all to the October recruitment period of any year.

The Board could choose not to re-appoint any of the four Commissioners and leave the four positions vacant until the May 2024 recruitment period, but the Commission would not have a quorum.

Financial Considerations:

Not Applicable.

Staff Recommendation:

Staff recommends that the Board re-appoint Commissioners Kristin Davis and Erin Fosdick through May 2024 and Commissioners Allan Gill and Susan Pilon through May 2025.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

Consider Awarding a Contract for the 2024 Milavec West Pump Station – Additional Pumps

Agenda Date: Town Board Meeting – January 23, 2024

Attachments:

- a. 2024 Milavec West Pump Station – Additional Pumps Contract Documents
- b. Resolution 24-R-06

Finance Review: _____
Finance Director

Submitted by: _____
Sarah Watson
Civil Engineer II

Approved for Presentation: _____
Town Manager

Quasi-Judicial Legislative Administrative

Strategic Plan Alignment:

Strategic, Reliable & Sustainable Infrastructure: Frederick is dedicated to investing in existing and future transportation, water, stormwater, and technology while planning for sustainable growth and development. The addition of two pumps to the West Pump station will improve the supply of raw water to our customers and Town properties.



Summary Statement:

The Town Board approved the award of the Non-Potable Water Master Plan update contract last year. As part of that contract the Consultant Forsgren was tasked with identifying if the previous design for the West pump station with three pumps were appropriately sized. The size of the pumps was verified and the pump station can be completed with the addition of two pumps as planned to the station.

Built on What Matters.

Detail of Issue/Request:

The design for the West Pump Station completed in 2015 included three pumps. When the Pump Station was constructed in 2016 there was not adequate budget or demands to install all three pumps and only one pump was installed. Since the Pump Station was made active the demands on the pump station have grown as development has grown in the service area of the station. As the demands within the service area has grown the need to install the additional two pumps has become great. The Town's 2024 Budget and Capital Improvement Project requests includes funds to install the two pumps and complete the station. The Town's consultant working on the Raw Water Master Plan update has verified that the size of the pumps in the original design meet the needs of the system as designed. The design provides average daily flow to customers. This is different from the Town's potable system because the system is not designed to provide peak flows to a customer. The intent of the system is that all users will have a pond or be located near a pond that is fed by the raw water system.

The addition of the two pumps will improve the functionality of the pump station but it will still not provide peak flow to all customers. The two Milavec pump stations are connected so that if one station goes down the other can serve the two areas until the pump station can be repaired. The addition of the two pumps will allow the West station to more easily meet the needs of the East pump station area if that pump is taken down for repairs. This will provide more resilience to the raw water irrigation system.

Staff requested bids from qualified contractors for the addition of the two pumps and valves that are required for the system to function as originally designed. The Town received three bids and after review of those bids, the lowest responsible bidder was found to be Barnard Structure Inc.

Legal/Political Considerations:

The Town Attorney has reviewed the resolution.

Alternatives/Options:

The Town Board may decide to delay awarding the contract at this time.

Financial Considerations:

The contract amount for the construction services of Barnard Structures Inc. for the addition of pumps and associated valves to the pump station is \$221,649.77.

The 2024 Capital Improvement Budget includes \$200,000 for the addition of the two pumps. The Water Fund Professional Services line item has adequate funds available to cover the additional \$21,649.77. This contract award is within the 2024 Budget.

Staff Recommendation:

Staff recommends that the Board award the contract and approve Resolution 24-R-06.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-06**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR ADDITION OF TWO PUMPS TO THE WEST PUMP
STATION AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE
CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town is not required to seek bids for technical and professional services; notwithstanding, the Town issued a Request for Qualifications and interviewed several firms for the 2024 Milavec West Pump Station – Pump Addition; and,

WHEREAS, the Board of Trustees finds that the preferred consultant for this contract award is Barnard Structures Inc.

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

1. The Board of Trustees accepts the bid of Barnard Structures Inc. in the amount of \$221,649.77 as the lowest responsible bidder on the 2024 Milavec West Pump Station – Pump Addition project, as reflected in the accompanied Action Memorandum.

2. Additional funds, not to exceed 10% (ten percent) of the contract price, may be utilized to ensure the completion of the contracted work in the event of reasonable change orders or other unforeseen circumstances.

3. The Board of Trustees authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney, that is substantively the same as the attached Exhibit A.

INTRODUCED, READ, PASSED, AND SIGNED THIS 23rd DAY OF JANUARY, 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____

Kelly Green, Deputy Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

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

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

To Consider the Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project (NISP)

Agenda Date: Town Board Meeting – January 23, 2024

Attachments:

- a. Resolution 24-R-07
- b. Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise.
- c. 2024 Financial Commitment Projection for NISP

Finance Review: Kurtis Adams
Finance Director

Submitted by: Sarah Watson
Civil Engineer II

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Summary Statement:

Approval of the attached Twentieth Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise will would commit the Town to continuing its participation in the Northern Integrated Supply Project (NISP).

Strategic Plan Alignment:

This request aligns with the Town’s Strategic, Reliable & Sustainable Infrastructure Goal:



Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

Built on What Matters.

Detail of Issue/Request:

NISP is a proposed water supply project being coordinated by the Northern Colorado Water Conservancy District (NCWCD) that would create 40,000 acre-feet of new water supplies to 15 water providers. This water is developed by constructing off-stream reservoirs to capture peak river flows without contributing to agricultural dry-up. Frederick is currently a participant in NISP in the amount of 2,600 shares which will yield 2,600 acre-feet of high-quality water. On January 10, 2008, Frederick assumed Berthoud's 1,300 share interest in NISP and on December 8, 2009, Frederick formalized the transfer of 1,300 shares of Central Weld County Water District's (CWCWD) interest in NISP to the Town. Both of these actions were subject to the Fourth Interim Agreement with NCWCD. The Town Board has approved the Fifth through the Nineteenth Interim Agreements in subsequent years. The attached Twentieth Interim Agreement specifies \$1,774,500 for the cost to continue to participate in Phase 3A, Phase 5, Phase 6, and Phase 7 in 2024.

The Phase 3A work in 2024 will include a continuation of the permitting work associated with NISP. The work in 2024 will largely be efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will include the Glade Phase facility design advancement and necessary geotechnical work and Highway 287 relocation final design.

Phase 6 includes work on the NISP conveyance requirements, including evaluation of Participant flow requirements, pipeline sizing and root refinement, delivery system exchange potential, C-BT exchange potential, conveys cost estimating, and cost allocation methodology development. The South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed. Land easement requirements will be more specifically identified and acquired. Mitigation plans will continue to be advanced and time sensitive mitigation activities may be pursued.

Phase 7 involves Project financial planning, Allotment contract development, and Legal defense of the Army Corps of Engineers 404 permit, the State of Colorado 401 Water Quality Certification, the Larimer County 1041 Permit, and the Fort Collins' 1041 permit process. The NISP project was recently granted a 404 permit by the Army Corps of Engineers in December of 2022 and legal opposition to that decision is expected shortly.

The Town's Financial Plan will continue to be updated for the project as financing options and project cost change. The NISP participants will also participate in pre-construction financing for Land and Water Rights Acquisition. The Water Rate Study which is underway will take into account the cost of NISP to identify the potential funding options for the Town. A mixture of cash, bonds and/or low-interest loans are expected to finance the total project, which is now estimated at \$2 billion. It should be noted that about half of the NISP water supplies are projected to be fully consumable. The amount of water that is fully consumable will be used within the Town's fu proposed Reuse system. The Town will future the analysis of the potential Water Reuse System with the development of a Reuse Plan in 2024. This reusable water is an important portion of the Town's future water supplies.

Attached as EXHIBIT B is a chart representing Participant Yield and Costs for phases 3A, 5, 6, and 7.

Legal Comments:

The Agreement is similar to previous agreements that the Board has approved and all participants approve the same document subject to specific costs and entity names. The resolution was reviewed by the Town Attorney.

Alternatives/Options:

Not approve the attached agreement and search for other water rights. The other current sources of high-quality water identified by staff and consultants are CBT and Windy Gap. The current market price for CBT water is now between \$65,000 and \$70,000 per unit which is equivalent to about \$117,000 per acre-foot. This is much higher than the projected \$50,000 per acre-foot costs for NISP. There are limited supplies of Windy Gap and CBT available and NCWCD regulations may limit the Town's ability to acquire large blocks of CBT in the future. It is staff's opinion that NISP is the preferred option at this time.

Financial Considerations:

Adequate funds were requested in the 2024 Water Fund Budget for costs associated with continued participation in NISP.

Staff Recommendation:

Staff recommends that the Board approve the attached Resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R- 07**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE THE TWENTIETH INTERIM
AGREEMENT WITH THE NORTHERN INTEGRATES SUPPLY PROJECT
WATER ACTIVITIES ENTERPRISE (NISP)**

WHEREAS, the Town has a substantial investment in NISP; and

WHEREAS, approval of this 20th Interim Agreement assures the Town of its ability to participate in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project.

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

Section 1. The attached 20th Interim Agreement with the Northern Colorado Water Conservancy District is approved and the Mayor is authorized to execute it

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 to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 23rd DAY OF JANUARY, 2024.

ATTEST:

TOWN OF FREDERICK

By: _____

By: _____

Kelly Green, Deputy Town Clerk

Tracie Crites, Mayor

TWENTIETH INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 20__, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the “NISP Enterprise”), and the Town of Frederick, whose address is P.O. Box 435 Frederick, CO 80530-0435 (“Participant”).

Recitals

- A. The NISP Enterprise is developing a water project (the “Project”) for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 20 (hereinafter referred to as “Phase 3A”), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- I. Pursuing Phases 3A, 5, 6, and 7 of the Project on behalf of the participants will require

continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, and 7 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, and Phase 7 is included in **Exhibit A**. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.

2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, and Phase 7, the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 2,600 acre-feet of water yield. Attached hereto as **Exhibit B** is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2024 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction or increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, and Phase 7 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 2,600 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
 - a. In the event that a Participant transfers a portion of its base requested capacity to a third-party entity during the term of this Agreement, the Participant may allocate the pro-rata cost associated with the transferred capacity to the third-party entity, or in the event that the cost is not allocated to the third-party entity, the associated pro-rata cost obligation shall remain with the signatory Participant herein.
 - b. Any transfer of base requested capacity must be approved by the NISP Enterprise Board of Directors prior to transfer.

3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2024 costs necessary for Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$1,774,500 for 2024. The Participant will pay the NISP Enterprise its pro rata share of these 2024 costs on or before January 15, 2024. The NISP Enterprise will

invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, and Phase 7 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, and Phase 7.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2024 costs of Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 7 or that it will construct or operate the Project. At the end of Phase 7, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights

hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$1,774,500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, and Phase 7 in 2024, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2024. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, and Phase 7 beyond the costs stated in paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
11. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

TOWN OF FREDERICK

By: _____

Tracie Crites, Mayor

Name: _____

Title: _____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By: _____

Bradley D. Wind, P.E.
General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, and PHASE 7
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2024 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation final design.

Phase 6 involves the following additional 2024 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2024 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, and PHASE 7

Northern Integrated Supply Project	Rev. 1.1	10/24/2023	
Year 2024 Preconstruction Budget			
<i>Interim Contract 20</i>			
Item	Updated Cost		
NISP Owners Representative	\$ 300,000		
Glade Final Design Activities	\$ 10,000,000		
HW 287 Design Activities	\$ 1,600,000		
HW 287 CMGC	\$ 600,000		
HW 287 Utlility Relocation Design	\$ 200,000		
NISP Delivery Refinement	\$ 3,000,000		
River Intake Predesign and Design	\$ 400,000		
Environment&Mitigation	\$ 4,000,000		
Financing Consultant/Bond Counsel	\$ 200,000		
WQ Sample Testing/Studies	\$ 300,000		
Northern Water Labor	\$ 2,000,000		
Northern Water Indirect	\$ 800,000		
Legal	\$ 700,000		
Communications	\$ 100,000		
ROW-Land Appraisal/Title/Survey	\$ 200,000		
Pipeline Easements/Property	\$ 3,000,000		
SPWCP Negotiations	\$ 200,000		
Contingency/Other (10%)	\$ 2,700,000		
Total	\$ 30,300,000		
Approximate Carryover from 2023	\$ 3,000,000		
Total Requested of Participants for 2024	\$ 27,300,000		
	Project Yield	Percent of	2024
Participant	(Acre-ft)	Project	Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 2,388,750
Dacono	1,250	3.13%	\$ 853,125
Firestone	1,300	3.25%	\$ 887,250
Frederick	2,600	6.50%	\$ 1,774,500
Eaton	1,300	3.25%	\$ 887,250
Erie	6,500	16.25%	\$ 4,436,250
Evans	1,200	3.00%	\$ 819,000
Fort Collins-Loveland. W.D.	3,400	8.50%	\$ 2,320,500
Fort Lupton	2,050	5.13%	\$ 1,399,125
Fort Morgan	3,600	9.00%	\$ 2,457,000
Lafayette	1,800	4.50%	\$ 1,228,500
Lefthand W.D.	4,900	12.25%	\$ 3,344,250
Morgan County Q.W.D.	1,300	3.25%	\$ 887,250
Severance	2,000	5.00%	\$ 1,365,000
Windsor	3,300	8.25%	\$ 2,252,250
Total	40,000	100.00%	\$ 27,300,000