



Town of Frederick
Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, March 26, 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, March 26, 2024

6:30 P.M.

Work Session

Snow Program Update

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

- A. Community Grant Funding Request for the Carbon Valley Half Marathon & 5 K for Autism
– Monica Vickers

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:

- B. Administrative Report – Bryan Ostler, Town Manager

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

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- C. Resolution 24-R-17 A Resolution of the Town of Frederick, Colorado, Waiving Permitting Fees for Central Weld County Water District Water Line Construction – Christine Francescani, Deputy Town Attorney
- D. Resolution 24-R-23 A Resolution of the Town of Frederick, Colorado Protecting the Security and Quality of Life of the Residents of the Town of Frederick - Bryan Ostler, Town Manager

Action Agenda:

- E. Resolution 24-R-18 A Resolution of the Town of Frederick, Colorado, to Award a Contract for 2024 Colorado Boulevard and Bella Rosa Parkway Drainage Improvements and Authorizing the Town Mayor to Execute the Contract – Zackery Robertson, Civil Engineer
- F. Resolution 24-R-19 A Resolution of the Town of Frederick, Colorado, to Award a Contract for 2024 Speed Radar Project – Frederick Speed Management Program and Authorizing the Town Manager to Execute the Contract – Jason Berg, Civil Engineer
- G. Resolution 24-R-20 A Resolution of the Town of Frederick, Colorado, Authorizing the Mayor to Execute the Weld County Road 5 Improvements Agreement and Temporary Onsite Drainage Improvements Agreement Between the Town of Frederick and TL Summerfield, LLC – Eli Betz, Civil Engineer
- H. Resolution 24-R-21 A Resolution of the Town of Frederick, Colorado, Regarding Amendment to Water Dedication Requirements – Sarah Watson, Civil Engineer and Eli Betz, Civil Engineer
- I. Resolution 24-R-22 A Resolution of the Town of Frederick, Colorado, Approving Administrative Amendment to Memoranda of Agreement for Public Improvements, Exhibit B, Public Improvements to be Constructed– Sarah Watson, Civil Engineer and Eli Betz, Civil Engineer

Mayor and Trustee Reports:

Executive Session:

- J. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)(1) regarding Stormwater Drainage.

Adjournment:

ORGANIZATION SUMMARY

Organization Name: Carbon Valley Half Marathon

Mailing Address: 9100 Foxfire Street, Firestone, CO 050

Contact Person:

<u>Monica Vickers</u>	<u>Director</u>
Name	Title

<u>720-534-5295</u>	
Phone Number	Fax Number

director@cvhalfmarathon.org

Email Address

Federal Tax ID: 46-1942454 State Tax ID: 46-1942454

Please describe your project and the reason for your request:

Our event began in 2013 and we have held a family friendly event to bring the community together to embrace autism annually. Our event raises funds for autism research, to date we have donated over \$170,000 to Colorado Children's Hospital and they have been able to put our funds into a sleep study and also a Vitamin D study to see how both can positively affect a person that has Autism. There is also a vendor expo for the spectators to enjoy while participants run. Without sponsorship and participation of our event, this could not continue each year. We hope that the Town of Frederick can support us again this year. Our event brings a lot of people to the area to shop, eat, and see the beauty the tri-town area offers.

Amount Requested: \$ 2000.00

Number of Town of Frederick Residents and/or visitors that will participate and/or benefit from the program you are proposing: 500

In what way will this program enhance the Town of Frederick's positive image, provide opportunity for informal education, community building and/or family entertainment:

Having the town's support for our event will show how much value the town believes our event will bring to the area and to the families that are affected by autism every day. Our event brings everyone together and provides family entertainment while waiting for their runner to finish the race.

Has your organization applied for a grant from the Town of Frederick before? YES NO

How much did you receive? \$ 1800.00

How was the grant money used?

This year the money will be used to pay the permit fee within the town and the remaining will help to purchase the t-shirts.

Were there funds left over? If so how those funds utilized by your organization?:

No. Our event is all ran by volunteers. Funding for our event is provided by sponsors, vendor's, and participants. All money is donated to autism research once costs to have the event are paid.

Please provide a list of organizations you have already solicited or will be soliciting)?:

Town of Firestone, Ward Electic, JOYFORWARD foundation, United Power, Inspiring Talkers, Carbon Valley Eye Care, GreenPoint Roofing, Busy bee, Centennial lending, Ropin Rascals, Head to Toe, ~~Firestone Pediatric Dentistry, Colorado Therapeutic Riding Center, Mini Miners Pediatric Dentistry, CV Integrated therapies, Boulder Orthodontics, The learning Experience, First Bank.~~

Please include the following attachments:

1. Board of Directors and Key Staff noting any paid staff.
2. Copy of the IRS Determination Letter indicating Tax-Exempt Status of the organization.

Name and Signature of Organization's Project Chairperson:

Monica Vickers	720-534-5295
Name (Please Print)	Telephone Number
	03/10/2024
Signature	Date

PROGRAM / PROJECT BUDGET

Program Name: Carbon Valley Half Marathon

Total Project Budget (Please Itemize):
(Personnel, Promotion, Supplies, Services, etc.)

Amount:

<u>Marketing</u>	<u>\$ 1000.00</u>
<u>Police and Emergency</u>	<u>\$ 2100.00</u>
<u>Permits</u>	<u>\$ 800.00</u>
<u>Tables, chairs potties, trash</u>	<u>\$ 1800.00</u>
<u>T-shirts & Medals</u>	<u>\$ 6000.00</u>
<u>DJ</u>	<u>\$ 650.00</u>
<u>Awards</u>	<u>\$ 2000.00</u>
<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>

Total Cost (A): \$ 14,350.00

Sources of Funding for the Program:
(Gifts and Grants pledged or paid)

Corporations:	<u>\$ 7700.00</u>
Foundations:	<u>\$</u>
Individuals:	<u>\$</u>
Government:	<u>\$ 2000.00</u>
Other:	<u>\$</u>

Total Funds Available (B) \$ 9700.00

Balance Required (A minus B) \$ 4650.00

Amount Requested: \$ 2000.00

CVHM Board Positions & Assignments 2024

Board of Directors

A board of directors is the group of people responsible for the strategic management of a for-profit or nonprofit corporation. Depending on the size of the board, the members might run the business activities of the organization or oversee office staff that handle the day-to-day duties. The board operates by following the corporation's bylaws, a set of rules that governs how the organization must pursue its mission and activities.

Chairman of the Board/President/Race Director – Monica Vickers (Billing Coordinator)

The top position of a board is the chairman, chairperson or sometimes simply chair, who often serves as the president of the organization. In his chairman's role, the board member markets events, actively campaigns on social media venues, runs board meetings, appoints committees and performs other duties as directed by the bylaws. As president, this individual represents the organization in public by appearing at community events, giving speeches, writing articles and attending functions on behalf of the organization.

Vice Chair/Vice President/Course Director – Mike Sindelar (Business Owner)

Serving directly under the chair is the vice chair or vice president. This person is often next in line to become the chair and serves as the board's leader when the chair is not present, such as during official board meetings. As Course Director, this person creates, updates & maintains all aspects of the Half Marathon & 5K course. Some organizations have multiple vice presidents comprising an executive committee. In that case, this position is known as the first vice president.

Secretary – Michelle Dhieux (Special Needs Education Trainer)

The secretary of a board takes notes, called minutes, at board meetings, then submits those minutes for amendment or approval by the board. If the organization does not have a business office, the secretary keeps its records and its non-financial legal documents, including its bylaws, articles of incorporation and minutes of historical meetings.

Treasurer – Roxanna Chavez (Administration)

The treasurer of a board reviews the organization's financial records. In that case, the treasurer keeps copies of the main financial records, reviews checks the business manager or accountant writes, approves purchases and invoices and otherwise oversees and keeps an eye on the organization's finances. The treasurer also prepares and delivers a treasurer's report at each of the board's official meetings and approves the organization's annual tax filing. Many smaller organizations combine the secretary and treasurer positions, giving this position the title of secretary/treasurer.

Board Members at Large

Board members who do not have one of the previously discussed roles often volunteer to head committees such as a marketing or website committee. These board members attend meetings, receive updates and vote on board matters. They have the right to make motions, discuss them and vote on them. These positions come with a chairperson title, such as a marketing committee chair. After serving as a board member, these individuals might ascend to the secretary, treasurer, vice chair and eventually chairman of the board positions. Some board members represent specific geographic areas, often when the organization is a nonprofit with members. For example, a board might have northern, southern, eastern and western districts, with a board member required to reside within the boundaries of her district.

Fundraising Chair, Board of Directors – Lida Johnson (Health Coach)

He or she will be responsible for meeting the board's fundraising and sponsorship goals. The selected candidate will also offer guidance to the development director in fundraising campaigns, major gifts, and corporate partnerships.

Volunteer Chair, Board of Directors – Jody Whitmore (Real Estate/Retired)

He or she will be responsible for meeting the organization's race-day volunteers. The selected candidate will also offer guidance to the development director in recruiting campaigns, volunteer assignments, and race-day volunteer coordination.



Town of Frederick Admin Report 3.26.24

Upcoming Board of Trustees Work Sessions:

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

- April 2, 2024 – Work Session (Election Day)
- April 9, 2024 – Regular Meeting
- April 16, 2024 – Work Session
- April 23, 2024 – Regular Meeting
- April 30, 2024 – No Meeting (5th Tuesday)



Effective, Efficient & Strategic Government Operations

- Communications & Engagement:
 - Implementation of TEAM groups and channels for Communications & Engagement
 - Training:
 - IT ongoing training
 - Election training with DEO to assist Town Clerk's Office
 - Agenda Software Training – Civic Clerk
 - Leadership Academy 2024; Active Shooter; Stop the Bleed; Psychological First Aid; CPR/AED; and Event Ready – Planning Information for Heat Risks and Hazardous Weather
 - Communications & Engagement workload review



Community and Economic Vitality

- The March PROST Commission regular meeting was cancelled in order for staff and commissioners to be able to attend the Comprehensive and Downtown Plan Open House on March 13.
- The final conceptual site plan for Frederick Recreation Area, along with 3-D renderings, will be released for community engagement near the end of March. Staff are coordinating updates with Town staff and stakeholders throughout March.
- CVPRD is hosting youth soccer this spring at Centennial, Savannah, Countryside and The Farm Parks here in Frederick. Over 650 kids from the Carbon Valley are participating this spring.

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- The Town’s Tree Program will launch on Saturday April 6th and will be a voucher program to the first 75 Frederick residents who obtain a certificate. They will be available on a first-come, first-serve basis starting that Saturday morning at the Administrative Services Building. More details will be coming through the Town’s media channels in March.
- Collaboration between Communications & Engagement and Economic Development on the Annual Report.
- The following is 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.

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
Bear Industrial Business Park, Replat 4, Lot 12A (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 4C, Lot 1 (1/16/24)	7200 Eagle Boulevard	Create a site plan document that reflects changes already made to the site such as the lot expansion.	Site Plan Amendment
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
Frederick West Business Center, Replat F, Block 9, Lot 6 (2/16/24)	7300 Miller Dr	Proposed division subdivision of existing lot into two lots.	Subdivision Amendment
Glacier Business Park, Amendment 1, Block 4, Lot 5 (2/5/24)	3771 Monarch St. Suite E	Proposed dog daycare and kenneling facility.	Conditional Use
Indian Peaks, Filing 12, Lot 1 (7/17/23)	8123 Indian Peaks Avenue	Proposed replacement of aboveground extended detention basin with an	Site Plan Amendment

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
		underground detention facility and the modification of right-of-way landscaping with a waterwise design.	
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, Replat B, Block 1, Lot 1 (12/15/23)	5681 Iris Parkway	Proposed 6,000 sf storage warehouse addition.	Site Plan Amendment
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 the addition of an outdoor storage area. Phase 3 to include removal or storage to be replaced with a 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 13	8274 Raspberry Way	Proposed changes to materials and drainage from the original site plan.	Site Plan Amendment
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

<i>Project Name (Date of Application)</i>	<i>General Location</i>	<i>Brief Description</i>	<i>Project Type</i>
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 the 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
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, featuring four articles weekly
- Daily postings on social media platforms
- Communication and Campaign Planners
- FRED Culture
 - Communications & Engagement team members created a team cohesiveness presentation for the Admin Services building
 - Wellness walks – 1-on-1 interactions
 - Comms is working on an action plan to integrate promotion of FRED culture into daily operations
- ADA HB 21-21110 Compliance
 - With the final approval of HB 21-1110, research into requirements, compliance, retention, Comms software, web-based systems, and a transition plan.
 - PIO met with AGIS to discuss interactive mapping compliance
 - Accessibility training video
- Town Event Preparation
 - Comms monthly meeting
 - Sponsor commitments for 2024 totaling \$32,050
 - 14 chainsaw carver applications (carver spots are full – accepting applications for waitlist)
 - 46 food vendor applications (spots are nearly full)
 - 47 market vendor applications
 - Meetings with Public Works to discuss 2024 events
 - Miners Day Committee Meeting on March 13
 - Meeting with community businesses interested in sponsoring events
 - Recruiting for Landfill Voucher distribution volunteers

- Community Partnerships
 - Media Inquiries:
 - The Coloradoan, from Fort Collins, reached out related to water share acquisition.
 - Longmont Times called regarding a Longmont transportation initiative.
 - Fox 31 call related to the status of Greenwood & Myers Mortuary and Cremation Services.
- Website Updates
 - Progress on website redesign and HB21-1110 compliance
 - Create a webpage for backflow and cross-connection
- Town App
 - Monthly Analytics Report
- Interdepartmental Collaboration
 - Departmental project support
 - Training and sworn in as election worker
 - Attend Leadership Partnership meetings
 - Strategic Planning meeting
 - GIS meeting
 - FRA meeting
 - PW works meeting for new web page
 - Silverstone Marketplace (road closure) Meeting
 - Strategic Plan updates, and dashboard review
 - Budget Book design work
 - Create landfill and Tree Program vouchers
 - Snow and Ice Control Plan (PW update PowerPoint)
 - Community Outreach, Education:
 - Frederick Forward Survey
 - Water Conservation Programs
 - New Tree Program
 - FPD Hiring
- Board Meetings:
 - Comms attendance at Board meetings to ensure Town communications align with Board's vision and work in progress
 - Closed captioning on Board meeting recordings
 - Creation of Board Room design w/employee feedback opportunity



Strategic, Reliable and Sustainable Infrastructure

- Parks and Open Space maintenance staff completed annual maintenance at Bulrush Wetlands this past week. They have also been working to finalize summer maintenance plans and complete winter duties on landscaping, equipment and trees. Staff also completed the painting of the Godding Hollow tunnel into FRA and will be upgrading lighting systems later this spring to increase user safety.
- Golf maintenance staff are working on cart path maintenance throughout the course and are working to finalize winter maintenance on mower reels before the growing season begins.

- Facilities is in the process of changing out ballasts and lights around all Town-owned buildings and along the Fifth Street bridge.
- Public Works received assistance from the Fire Department on a service line leak. The line was shut down to prevent any further damage to the residence, which was vacant due to an ongoing remodel.
- Fleet Division:
 - Currently focused on equipment that has heavy springtime use, mainly trailers and street sweepers, in order to get them ready for the coming season.
 - Plow truck liquid dispensing system has been repaired and recalibrated, which will help keep the ice slicer on the road surface when applied.
 - Fleet had a couple of unexpected repairs pop up on plow trucks. The crew stepped up in a big way to make sure all of the repairs were done in time for the upcoming snow event. Thank you, Fleet!
 - Staff is working closely with I.T. to get any bugs worked out of the integration of Cartegraph in preparation for the implementation taking place next month.
- Streets Division:
 - Several street signs throughout Town have been replaced due to high winds or vandalism.
 - The I-25 and Highway 52 overpass was cleared, including street sweeping, weed and debris removal, and trash pickup.
 - Cracks along Taylor Street in the Savannah subdivision have been filled in order to address resident concerns. Additionally, all street signs in the Savannah subdivision have been replaced and updated with current Town logos.
 - The pavement markings around Frederick High School and the Colorado Boulevard roundabout are being refreshed.
 - Traffic signal repairs have been completed at the Colorado Boulevard and Godding Hollow intersection, as well as entrance to the FRA signals.
 - Crews responded to Aggregate Boulevard and Colorado 119 to clean up a concrete/gravel spill along the roadway. Contact was made with a vendor for costs of cleanup.
- The Public Works team welcomed a new team member, Dustin Corbitt, on February 26. Dustin has hit the ground running and is making a huge impact on the team and doing a fantastic job. Welcome to the Public Works team, Dustin! We are excited to have you.
- Public Works Training:
 - Gage Robertson, Bryce Shirley, and Brad Leach attended APWA Stormwater Training.
 - Heath Moody and Dustin Corbitt attended CO LTAP Roadway Safety and Work Zone Traffic Control Training.



Safe and Secure

- School Resource Officer Andy Fairbanks was recently recognized in the school district's magazine, St. Vrain Innovation, for the Police Academy class he teaches each semester at Frederick High School. His class is not only very popular amongst students, but it is also the only one of its kind taught district-wide. The class gives students an overview of potential career paths in the criminal justice field, including everything from local law enforcement, probation, courts and prosecution, to federal law enforcement. Students get hands-on opportunities to experience law enforcement activities, including traffic enforcement and evidence collection to

name just a couple. Thank you, Officer Fairbanks, for the pride and dedication you show to your career and to the students you mentor on a daily basis!

- On March 12, the Police Department successfully went live with our new Axon Records Management Software. This was completed one month ahead of schedule, and it is the culmination of a project which began in November of 2022. The prior records and reports software was not only antiquated, but it was also no longer supported by the vendor. The Axon system allows for increased ease of report entry and dissemination to other agencies, as well as automated crime statistic reporting to the state for the first time in the department's history. Huge shout out to Sergeant Bob Bedsaul for spearheading the project!
- Communications & Engagement:
 - Acknowledgment of updated Lexipol Policy
 - Review and edit of FPD Procedure 342 – Duties of a Public Information Officer
 - Conference call with SVVSD's SRO regarding community notification for incident involving Dacono PD



Fiscally Responsible Governance

- Finance staff just completed the annual 2024 Budget Book. While this is a short update, it is a 255-page document, and is the result of three months of work. Thank you to our Finance staff for all your hard work!



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Mayor Pro Tem
Windi Padia, Trustee
Kevin Brown, Trustee

Adam Mahan, Trustee
Rusty ONeal, Trustee
Mark Lamach, Trustee

Consideration of a Resolution Waiving Fees for Central Weld County Water District

Agenda Date: Town Board Meeting – March 26, 2024

Attachments: a. Resolution 24-R-17

Finance Review: Kurtis Adams
Finance Director

Submitted by: Christine Francescani
Deputy Town Attorney

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:

This item supports the Strategic, Reliable & Sustainable Infrastructure Goal of the Town Board.



Frederick is dedicated to investing in existing and future transportation, water, stormwater, and technology while planning for sustainable growth and development. Easements will allow the Town to continue to expand the service area of the Town’s tank by increasing the flow of water to the tank site off Wheatland Blvd (CR17) and move a CWCWD water line that serves the Town.

Summary Statement:

Staff and the Central Weld County Water District (“District”) are in the process of negotiating a permanent easement and temporary construction easement for construction of two water lines, a 30” water line that will increase flows to the Town’s water tank off Wheatlands Blvd (CR 17), and relocation of a water line that serves the Town in the area of the Bella Rosa Parkway drainage

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improvements. The district has requested that the Town waive fees related to permitting for these projects. The two permits that the Town requires for such projects are a grading permit and a right-of-way permit. Waiver of fees for these projects is appropriate because the 30” water line and Bella Rosa Parkway water line are needed to serve the Town.

Detail of Issue/Request:

30” Line

The district notified the Town that a system improvement is needed to continue to expand the service area of the Town’s tank. The Town’s tank currently serves the downtown area and slightly outside of that area. As the service area of the tank has grown, it has become more difficult for the tank to maintain the water level during the high usage season from about May to October when our customers are irrigating. This water line improvement is a CWCWD system improvement that benefits the Town, and thus the Town is responsible for a portion of the construction costs.

The water line is planned to extend from Colorado Blvd to Wheatlands Blvd south of 8th Street. The Town owns property along the corridor where the water line is planned. As the other properties along the corridor are developed or planned to be developed, placing the water line within Town-owned property will reduce conflicts with other improvements and reduce the overall cost of construction. As this project is in response to the Town’s growth and the Town is paying for a portion of the construction costs, it is proposed to waive permit fees for this project.

Bella Rosa Line

The water line that is to be relocated near the Bella Rosa Parkway drainage project is a line that serves the Town’s master meters. This water line relocation is required due to the location of the water line. As this project is in response to the Town’s growth and will benefit the Town, it is proposed to waive permit fees for this project.

Legal Comments:

The resolution was reviewed by the Town Attorney.

Alternatives/Options:

The Board may choose not to waive fees.

Financial Considerations:

The Town has budgeted funds for its portion of the construction costs of the 30” water line is needed to serve the Town’s future development. The Town has previously waived fees for projects that the Town constructed with contractors.

Staff Recommendation:

Staff recommend approval of the proposed resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-17**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, WAIVING
PERMITTING FEES FOR CENTRAL WELD COUNTY WATER DISTRICT
WATER LINE CONSTRUCTION**

WHEREAS, the Central Weld County Water District (“District”) will be constructing a 30-inch water line that will increase flows to the Town’s water tank off Wheatlands Boulevard (CR 17); and

WHEREAS, construction of this water line is needed to maintain the water levels in the Town’s water tank as the Town continues to grow; and

WHEREAS, the District will also be performing the needed relocation of the water line that serves the Town’s master meters near the Bella Rosa Parkway drainage project.

WHEREAS, the District has requested that the Town waive permit fees, as these projects are a benefit to the Town.

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

Section 1. Waiver of Fees.

The following fees related to the Town’s permitting of the above-referenced projects will be waived by the Town:

- a. Fee for grading permit
- b. Fee for right-of-way permit

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 _____, 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Interim Town Clerk

By _____
Tracie Crites, Mayor

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-23**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO PROTECTING THE SECURITY
AND QUALITY OF LIFE OF THE RESIDENTS OF THE TOWN OF FREDERICK**

WHEREAS, the Town of Frederick is not, and will not, become a Sanctuary City; and

WHEREAS, the Town of Frederick, consistently ranks as one of the safest and best places to live in Colorado; and

WHEREAS, the safety and quality of life in the Town of Frederick is beloved by our law-abiding citizens; and

WHEREAS, the Town of Frederick is compassionate and kind; and

WHEREAS, the Town of Frederick has observed the severe negative impacts on other American cities by their self-designation as “sanctuary cities” and the subsequent arrival of thousands of immigrants; and

WHEREAS, we will work with the Town Administration, Frederick Firestone Fire Protection District Office of Emergency Management, and Weld County to be prepared for all contingencies; and

WHEREAS, the Federal Government continues to fail to secure our southern border, resulting in millions of immigrants entering our country and putting catastrophic stress on services such as hospitals, schools, and housing in “sanctuary cities.”

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

Section 1. The Board of Trustees affirms remaining a Non-Sanctuary municipality and asserts it will not spend taxpayer dollars on services related to this crisis. We call on the Federal Government to perform its constitutional duty and secure our nation’s borders. We want to express our appreciation and solidarity with the State and Local Governments who are dealing with chaotic surge of immigrants entering our nation.

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 26TH DAY OF MARCH, 2024.

ATTEST:

TOWN OF FREDERICK

By: _____
Town Clerk

Tracie Crites, Mayor



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

2024 Colorado Boulevard and Bella Rosa Parkway Drainage Improvements

Agenda Date: Town Board Meeting - March 26, 2024

Attachments:

- a. Bid Summary and Proposal
- b. Resolution 24-R-18 for contract award

Finance Review: Kurtis Adams
Finance Director

Submitted by: Zackery Roberson, P.E.
Stormwater Engineer CEII

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Strategic, Reliable and Sustainable Infrastructure – Installing drainage improvements will provide resilience to the Town's stormwater system – protecting Colorado Boulevard, Bella Rosa Parkway, and the traveling public at large.

Summary Statement:

Six bids for the 2024 Colorado Boulevard and Bella Rosa Parkway Drainage Improvement Project were received and reviewed and staff are providing a recommendation for the award of this project to the lowest, responsible bidder.

Built on What Matters.

Detail of Issue/Request:

Town Staff proposes to install drainage improvements identified in the adopted OSP. The Colorado Boulevard and Bella Rosa Parkway Drainage Improvement Project includes improvements ranked 1, 2, and 7 on the stormwater priority list. Completing these improvements will protect Frederick and Frederick's residents during flood events.

During the due diligence period in reviewing the bids, staff identified that the low bidder (Colorado Paving Inc) had multiple bid line items that were not believed to be adequately funded. Additionally, the bid was missing a required submittal item and therefore did not have a complete bid package.

Staff then advanced its review efforts to the second lowest bid (H&L Concrete/Naranjo Civil Constructors). All items were included, bid line items were adequate and the bid package was complete. References were contacted and favorable.

Staff supports awarding a contract to the lowest and most qualified bidder, H&L Concrete Inc. dba Naranjo Civil Constructors Inc. for the bid amount of \$2,242,295.59.

Legal Comments:

The Town Attorney has reviewed the contract items and prepared the resolution.

Alternatives/Options:

The Board has the option to reject the bid and not proceed with the Colorado Boulevard & Bella Rosa Parkway Drainage Improvement Project this year, or to direct staff to re-bid a different contract scope with budgeted funds.

Financial Considerations:

This project is funded through the Stormwater Fund. The recommended bid to award is within the approved budget. CIP funds are already encumbered.

Staff Recommendation:

Staff recommends awarding a contract to the lowest and most qualified bidder, H&L Concrete Inc. dba Naranjo Civil Constructors Inc. for the bid amount of \$2,242,295.59 and approve the attached Resolution 24-R-18.

SECTION 00300

BID PROPOSAL

Project: 2024 Colorado Boulevard and Bella Rosa Drainage Improvements
Place: Frederick, Colorado
Date: 02/23/2024

1. In compliance with your REQUEST FOR PROPOSALS dated 01/29/2024, and subject to all conditions thereof, the undersigned H&L Concrete Inc. dba Naranjo Civil Constructors Inc. a Corporation incorporated in the State of Colorado, hereby proposes to furnish and do everything required by the Contract Documents to which this refers at the lump sum or unit prices shown for each bid item on the following Bid Schedule. (The Bid Schedule lists the various divisions of construction contemplated in the Contract Documents, together with an estimate of the units of each for unit price items. With these units as the basis for unit cost items, the bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.)
2. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made in pursuance of and subject to all the terms and conditions of the Invitation to Bid and Instructions to Bidders, the Agreement, the Contract Drawings, and the Specifications pertaining to the Work to be done, all of which have been examined by the undersigned.
3. The undersigned has examined the location of the proposed Work, the Drawings, Specifications, and other Contract Documents and is familiar with the local conditions at the place where the Work is to be performed.
4. The undersigned bidder agrees to execute the Agreement and a Performance Bond and a Payment Bond for the amount of the total of this Bid within 5-calendar days from the date when the written Notice of the Award of the Agreement is delivered to him at the address given on this Bid. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Performance and Payment Bonds is as follows:
Argonaut Insurance Company
PO Box 469011, San Antonio, TX 78246
5. The undersigned Bidder agrees to abide by the requirements of Executive Order No. 11246, as amended.
6. All the various phases of Work enumerated in the Contract Documents with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
7. Payment for Work performed will be in accordance with the Bid Schedule subject to changes as provided in the Contract Documents.
8. The undersigned Bidder hereby acknowledges Addenda No. 1 through 2.

Town of Frederick, Colorado
2024 Colorado Boulevard and Bella Rosa Drainage Improvements

TABULATION OF ESTIMATED QUANTITIES
BELLA ROSA PKWY AND COLORADO BLVD DRAINAGE IMPROVEMENTS

CDOT CONTRACT ITEM NO.	TOWN OF FREDERICK CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	PROJECT TOTALS		ITEM COST	TOTAL COST
				PLAN			
201	203	Clearing and Grubbing	LUMP SUM	1		\$ 51,893.00	\$ 51,893.00
202		Removal of Structures and Obstructions	LUMP SUM	1		\$ 4,003.00	\$ 4,003.00
202	204	Reset Pipe	EACH	1		\$ 3,451.00	\$ 3,451.00
202	204	Removal of Pipe	EACH	2		\$ 6,507.00	\$ 13,014.00
202	204	Removal of Flared End Sections	EACH	10		\$ 395.00	\$ 3,950.00
202	204	Removal of Sidewalk	SQ YD	87		\$ 20.00	\$ 1,740.00
202	204	Removal of Curb and Gutter	LN FT	390		\$ 20.00	\$ 7,800.00
202	204	Removal of Asphalt Mat	SQ YD	4,834		\$ 8.00	\$ 38,672.00
202	204	Removal of Concrete	SQ YD	144		\$ 23.00	\$ 3,312.00
203	516	Unclassified Excavation (Complete in Place)	CU YD	776		\$ 13.00	\$ 10,088.00
203	516	Unsuitable Material (Complete in Place)	CY YD	742		\$ 39.00	\$ 28,938.00
203		Potholing Utilities	LUMP SUM	1		\$ 4,003.00	\$ 4,003.00
206	516	Structure Backfill (Class 1)	CU YD	1,609		\$ 41.00	\$ 66,969.00
206	516	2 Inch Minus Drain Rock	CU YD	673		\$ 128.00	\$ 73,344.00
206	516	Type II Bed Course Material	CU YD	352		\$ 129.00	\$ 45,408.00
206	516	Structure Excavation	CU YD	3,927		\$ 8.00	\$ 31,416.00
206	206	Dewatering	LUMP SUM	1		\$ 42,516.00	\$ 42,516.00
207	516	Topsoil	CU YD	1,570		\$ 9.00	\$ 14,130.00
207	516	Stockpile Topsoil	CU YD	1,570		\$ 9.00	\$ 14,130.00
207	516	Wetland Topsoil	CU YD	231		\$ 14.00	\$ 3,234.00
207	516	Stockpile Wetland Topsoil	CU YD	231		\$ 13.00	\$ 3,003.00
208	1200	Erosion Log (12 Inch) (Weed Free)	LN FT	3,089		\$ 9.00	\$ 27,801.00
208	1200	Storm Drainage Inlet Protection	EACH	1		\$ 500.00	\$ 500.00
208	1200	Erosion Control Supervisor	LUMP SUM	1		\$ 7,380.00	\$ 7,380.00
208	1200	8R Fence	LN FT	1,330		\$ 3.00	\$ 3,990.00
208	1200	Concrete Washout Structure	EACH	2		\$ 2,025.00	\$ 4,050.00
208	1200	Vehicle Tracking Pad	EACH	2		\$ 4,887.00	\$ 9,774.00
208	1200	Temporary Berm	LN FT	268		\$ 22.00	\$ 5,896.00
208	1200	Erosion Control Fabric	SQ YD	1,488		\$ 7.00	\$ 10,416.00
210		Reset Fence	LN FT	977		\$ 35.00	\$ 34,195.00
210		Reset Ground Sign/Delineator	EACH	27		\$ 90.00	\$ 2,430.00
210		Reset Mailbox Structure (Type 1)	EACH	1		\$ 934.00	\$ 934.00
212	1504	Sod (Golf Course Fairway)	SQ FT	1,800		\$ 4.00	\$ 7,200.00
212	1504	Seeding (Native)	ACRE	1.93		\$ 3,069.00	\$ 5,923.17
212	1504	Seeding (Wetlands)	ACRE	0.22		\$ 9,141.00	\$ 2,011.02
213	1504	Spray-on Mulch Blanket	ACRE	2.16		\$ 9,688.00	\$ 20,829.20
216	1504	Soil Retention Blanket	SQ YD	495		\$ 5.00	\$ 2,475.00
304	516	Aggregate Base Course (Class 6)	TON	2,625		\$ 47.00	\$ 123,368.20
403	312	Hot Mix Asphalt (Patching) (Asphalt)	TON	261		\$ 400.00	\$ 104,280.00
403	517	Hot Mix Asphalt (Grading 8) (75) (PG 64-22)	TON	933		\$ 99.00	\$ 92,367.00
403	517	Hot Mix Asphalt (Grading 8X) (75) (PG 64-22)	TON	850		\$ 113.00	\$ 73,450.00
412	518	Concrete Pavement (6 Inch)	SQ YD	144		\$ 105.00	\$ 15,120.00
506	809	Riprap (12 Inch)	CU YD	840		\$ 127.00	\$ 106,680.00
601	318	Concrete Class D (Walls)	CU YD	96		\$ 1,411.00	\$ 135,456.00
602	318	Reinforcing Steel (Epoxy Coated)	LB	11,426		\$ 3.00	\$ 34,278.00
603	802	36 Inch Reinforced Concrete Pipe (Complete in Place)	LN FT	429		\$ 214.00	\$ 91,692.00
603	802	36 Inch Reinforced Concrete End Section (Complete in Place)	EACH	1		\$ 3,196.00	\$ 3,196.00
603	802	45 Inch x 29 Inch Elliptical RCP (Complete in Place)	LN FT	7		\$ 455.00	\$ 3,185.00
603	802	45 Inch x 29 Inch Elliptical RCP End Section (Complete in Place)	EACH	1		\$ 5,004.00	\$ 5,004.00
603	802	5 x 8 Foot Concrete Box Culvert (Precast)	LN FT	380		\$ 966.00	\$ 367,080.00
604	705	3 x 11 Foot Concrete Box Culvert (Precast)	LN FT	93		\$ 1,307.00	\$ 121,551.00
604	705	4 Foot Diameter Storm Manhole	EACH	1		\$ 6,601.00	\$ 6,601.00
604	705	5 Foot Diameter Storm Manhole	EACH	1		\$ 7,234.00	\$ 7,234.00
608	317	Concrete Sidewalk	SQ YD	90		\$ 79.00	\$ 7,110.00
608	317	Sidewalk Ramp	EACH	1		\$ 1,311.00	\$ 1,311.00
609	317	Curb and Gutter Type 2 (Section II-B)	LN FT	390		\$ 65.00	\$ 21,450.00
615	515	4" Electrical Conduit (Plastic)	LN FT	270		\$ 38.00	\$ 10,260.00
620		Field Office (Class 2)	EACH	1		\$ 18,681.00	\$ 18,681.00
620		Sanitary Facility	EACH	2		\$ 1,335.00	\$ 2,670.00
625		Construction Surveying	LUMP SUM	1		\$ 28,555.00	\$ 28,555.00
626		Mobilization	LUMP SUM	1		\$ 99,648.00	\$ 99,648.00
627	522	Pavement Marking Paint	GAL	19		\$ 201.00	\$ 3,819.00
630	1300	Construction Traffic Control	LUMP SUM	1		\$ 148,475.00	\$ 148,475.00
				TOTAL			\$ 2,242,296.59

1. Contractor shall provide traffic control plans as required throughout the project.
2. Reset fence is the fence along Bella Rosa Parkway bordering Bella Rosa Golf Course, and the fence on the Bella Rosa Golf Course maintenance access.
3. Contractor to obtain stormwater and groundwater discharge permits.
4. Reset ground sign shall include the resetting of all delineator posts.
5. Items not listed in the tabulation, but are required to complete the project, shall be considered subsidiary and will not be paid for separately.
6. Sod shall be used for the No. 2 Fairway on the Bella Rosa Golf Course.
7. Construction Traffic Control shall include flaggers as necessary to complete the work.
8. Bella Rosa Pkwy quantity breakout includes the golf course cart path and maintenance road, Conservation Drive, and the drainage improvements on the north end of Colorado Blvd. The Colorado Blvd quantity breakout includes all improvements on the south end of Colorado Blvd.

A Copy of estimated quantities and detailed tabulations can be found on pages 4-6 of the construction plans.

Please keep in mind that Work on Firestone Boulevard will need to be tracked separately during the billing.

Total Project Cost in Words: Two million, two hundred forty two thousand, two hundred ninety five
dollars and fifty nine cents.

PRICES

The foregoing prices shall include all labor, materials, equipment, transportation, shoring, removal, dewatering, overhead, profit, insurance, permits, taxes, etc., to cover the completed Work in place of the several kinds called for.

QUANTITIES

The approximate quantities of Work to be completed in place under the Agreement at unit prices are identified in the "Bid Schedule" and are for the purpose of comparing bids. These quantities have been estimated from the Contract Documents. The quantities used are for the general information of the bidder and represent the major items of the work to be done. Minor items and minor details are not listed but shall be part of the complete Agreement.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed 50% of the total Contract Amount.

RESPECTFULLY SUBMITTED:



Signature

2/26/24

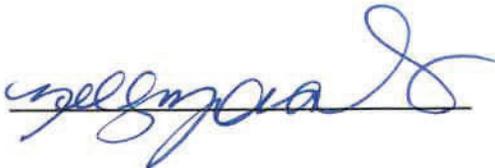
Date

President

Title

License Number (if applicable)

(SEAL – IF BID is by a corporation)

Attest:  _____

Address: 627 27th Street
Garden City, CO 80631

Telephone: 970-356-7909

SECTION 00400

SUPPLEMENTS TO BID PROPOSAL

00410 - Bid Bond

00420 - Statement of Bidder's
Qualifications

00430 - Schedule of Major Subcontractors

00450 - Schedule of Major Equipment

00480 - Non-Collusion Affidavit of
Prime Bidder

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Naranjo Civil Constructors, Inc. as Principal, and Argonaut Insurance Company as Surety, are hereby held and firmly bound unto the Town of Frederick in the sum of \$ 5% (Five Percent * for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the Town of Frederick a certain BID attached hereto and hereby made a part hereof to enter into an Agreement in writing for the following Work:

2024 Colorado Boulevard and Bella Rosa Drainage Improvements

NOW THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the form of the Agreement attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Agreement, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this 19th day of February, 2024

Naranjo Civil Constructors, Inc.

Principal

JOHN LEONE, PRESIDENT

Argonaut Insurance Company

Surety

By:

Title: Jessica Jean Rini, Attorney-in-Fact



* of Total Amount Bid)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Work is located.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Donald E. Appleby, Mark H. Sweigart, Todd D. Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



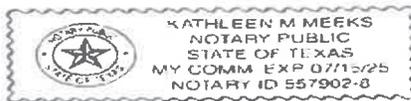
by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of February, 2024.



Austin W. King, Secretary

SECTION 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: H&L Concrete Inc. dba Naranjo Civil Constructors Inc.
2. Permanent main office address: 627 27th Street, Garden City, CO 80631
3. When organized: 1982
4. If a corporation, where incorporated: 1982
5. How many years have you been engaged in the contracting business under your present firm or trade name?
41
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Please see "Attachment 1" following Section 00420
7. General character of work performed by your company:
Drainage and waterway restoration to include new construction. Concrete flat work, structural, and sculpted. Earthwork and CBC installation.
8. Have you ever failed to complete any work awarded to you? No
If so, where and why? N/A
9. Have you ever defaulted on a contract? No
If so, where and why? N/A

10. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed, location and type of construction.

Please see "Attachment 2" following Section 00420

11. List your major equipment available for this Work.

Please see "Attachment 3" following Section 00420

12. Experience in construction work similar in type and importance to this Work:

Please refer to current and past projects in attachment 1 & 2. References can be provided if needed. We have several years of experience in creek channel and storm water construction.

13. Background and experience of the principal members of your organization, including officers:

Please see resumes following "Attachment 4" in Section 00420

14. Credit available: \$ 7,500,000.00

15. Bank reference: Bank of Colorado, 55 S. Elm Ave, Eaton, CO 80615 (970) 454-5413

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

17. Are you licensed as an Excavator, Pipeline Constructor or any other title? Yes

If yes, in what city, county and state? Please see "Attachment 4" following Section 00420

What class, license and numbers? _____

Note: The CONTRACTOR must be or become licensed in the city or county for which or where this Work is to be performed.

18. Do you anticipate subcontracting work under this Agreement? Yes
 If yes, what percent of total Work? 30%
19. Are any lawsuits pending or threatened against you or your firm at this time? No
 If yes, DETAIL N/A
20. What are the limits of your public liability? DETAIL \$2,000,000 general aggregate, \$8,000,000 umbrella
 What company? Please see example COI following Attachment 4 in Section 00420
21. What are your company's bonding limitations? Single Limit \$10,000,000.00 / Total Aggregate \$50,000,000.00
22. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recital comprising this Statement of Bidder's Qualifications.

Dated at 8:00am this 26 day of February 2024.

H&L Concrete, Inc. dba Naranjo Civil Constructors, Inc.
 Name of Bidder

By: [Signature]
 Title: President

State of Colorado)
) ss
 County of Weld)

John Leone being duly sworn deposes and says that he is President of H&L Concrete Inc dba Naranjo Civil Constr. (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26th day of February 2024.

[Signature]
 Notary Public



My commission expires 11.5.24

**ATTACHMENT 1
CONTRACTS ON-HAND**

<u>Project Name</u>	<u>Owner</u>	<u>Contract Amount</u>	<u>Completion Date</u>
Big Dry Creek - Sheridan to 104th	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 12,500,000.00	12/20/2024
Big Dry Creek at SSPRD Golf Course Stream Rehabilitation	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 3,824,218.59	3/1/2024
Cherry Creek @ Yale	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 455,368.00	3/8/2024
COS - Middle Tributary	City of Colorado Springs, 30 S. Nevada Avenue, Suite 401 Colorado Springs, CO	\$ 1,045,000.00	3/15/2024
Dad Clark Gulch	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 2,844,794.00	12/13/2024
EagleVail Pavilion Pond Expansion	EagleVail Metropolitan District, P.O. Box 5660, Glenwood Springs, CO 81602	\$ 1,429,265.25	3/29/2024
Flywater Lake George Diversion Dam Removal & Eleven Mile Canyon Entrance	FlyWater, 116 N College Ave #7, Fort Collins, CO 80524	\$ 1,180,291.00	3/29/2024
Hudson Gardens	Rathert Consulting, LLC, 10163 Bentwood Cir, Highlands Ranch, CO	\$ 958,700.00	3/19/2024
Jordan Tributary at Bradbury Ranch - Reach A	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 656,903.00	3/1/2024
Looking Glass, Upper Brandy Gulch PH 1	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 678,445.40	3/1/2024
McIntyreGulch at Urban Street Culvert Extension	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 1,269,443.90	3/1/2024
Mustang Run	ESCO Construction Co, 32045 Castle Ct STE 200, Evergreen, CO 80439	\$ 1,091,081.00	3/22/2024
Niver Open Space Improvements Phase II	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 2,869,464.81	4/1/2024
Tanterra, Stroh Gulch & Oak Gulch	MHFD, 12575 W Bayaud Avenue Lakewood, CO 80228	\$ 2,728,783.08	3/1/2024

ATTACHMENT 2
RECENTLY COMPLETED PROJECTS (Most Important)

<u>Project Name</u>	<u>Owner</u>	<u>Contract Amount</u>	<u>Completion Date</u>
COS- Fairfax Full Spectrum Detention and Water Quality Pond	City of Colorado Springs, 30 S. Nevada Avenue, Suite 401 Colorado Springs, CO	\$ 1,972,421.83	1/2/2024
Miller's Landing Tributary, Town of Castle Rock, ESI	ESI (Engineered Structures Inc) 1199 Atchison Ct, Castle Rock, CO 80109	\$ 2,322,816.75	12/7/2023
EWP Projects for Superior	Town of Superior, 124 E Coal Creek Dr, Superior, CO 80027	\$ 532,873.10	11/23/2023
Lake Arbor, City of Arvada, MHFD	The City of Arvada, 8101 Ralston Road, Arvada, CO 80002	\$ 3,593,566.60	10/12/2023
Happy Canyon Creek Stream Improvements Upstream of I-25, Douglas	MHFD, 2480 W 26th Ave # 156B, Denver, CO 80211	\$ 3,109,145.28	9/15/2023
BEMAS - JAG Sculpted Concrete	JAGreen Construction Management, 26100 E 68th Ave Suite 240, Aurora, CO	\$ 768,004.90	7/1/2023
Niver Open Space, City of Thornton, MHFD	MHFD, 2480 W 26th Ave # 156B, Denver, CO 80211	\$ 1,072,766.00	3/15/2023
Cottonwood Creek	Siete Inc., PO Box 202 CO, Rye 81069	\$ 1,244,026.00	2/15/2023

ATTACHMENT 3

LABOR & EQUIPMENT RATES, EFFECTIVE JANUARY 1, 2024



Labor and Personnel	2024 Hourly Rate
General Manager	\$173.00
Engineering/Estimating Manager	\$157.00
Project Manager	\$126.00
Project Engineer	\$115.00
Superintendent	\$105.00
Foreman	\$74.00
Equipment Operator	\$74.00
Truck Driver	\$58.00
Laborer, General	\$52.00
Laborer, Concrete (Flatwork and Structural)	\$58.00
Equipment Type	2024 Hourly Rate
Komatsu PC290 (or equal), Excavator	\$163.00
Komatsu PC200/PC228 (or equal), Excavator	\$126.00
Komatsu PC138 (or equal) Mini Excavator	\$115.00
Komatsu PC78/PC88 (or equal) Mini Excavator	\$105.00
Komatsu WA380 (or equal), Wheel Loader	\$131.00
Komatsu WA320 (or equal), Wheel Loader	\$115.00
Komatsu WA250/WA270 (or equal), Wheel Loader	\$105.00
Cat 246/252B/262 Skid (or equal)	\$74.00
Track Skidsteer	\$84.00
Grading/Seeding Tractor (Kubota L60/Case 570)	\$74.00
Trench Compactor/Vibratory Roller	\$74.00
Laymor Broom	\$37.00
Trucks	2024 Hourly Rate
Tandem Trucking (Includes Driver)	\$128.00
Trucking, End Dump (Includes Driver)	\$152.00
Trucking, Lowboy (Includes Driver)	\$183.00
Crew Trucks	\$31.00
Water Truck, 500 Gallon	\$58.00
Water Truck, 1500 Gallon	\$68.00
Water Trailer	\$21.00
Misc. Equipment	2024 Hourly Rate
Compressor	\$26.00
20kw Generator	\$37.00
6" Pump	\$105.00
4" Pump	\$53.00
2"/3" Submersible Pump	\$26.00
Concrete Buggy	\$37.00
Ground Heater	\$31.50
Bad Boy Mower	\$26.00
Mulcher	\$26.00
Skid Broom	\$26.00
Excavator Breaker	\$31.50
Skid Breaker	\$26.00
Plate Compactor/Jumping Jack	\$21.00
Sheepsfoot Trench Compactor (Excavator Attachment)	\$21.00
ATV Ranger	\$21.00

ATTACHMENT 4

Company Licenses

Powered by  monday.com

Business License

Name	Active Permit Status	Renewal Status	Expiration Date	License Number
Aurora Business License	Active	NA	2025-05-23	S20040067-0001
Breckenridge Business License	Active	NA	2024-03-15	172830001
Colorado Springs Concrete Business License	Active	NA	2025-02-25	0852188L
Colorado Springs Excavation Business License	Active	NA	2024-05-19	0854744L
Evans Business License	Active	NA	2024-12-31	2601819
Greeley Business License	Active	NA	2025-05-25	108693
Garden City Business License	Active	NA	2024-12-31	BL936
			2024-03-15 to 2025-05-25	

Contractor License

Name	Active Permit Status	Renewal Status	Expiration Date	License Number
Arvada Contractor License	Active	NA	2024-09-11	AEC514
Aurora Contractor License	Active	NA	2024-07-01	2023 2344692 00 CL
Brighton Contractor License	Active	NA	2024-10-03	CL-13983
Centennial Contractor License	Active	NA	2024-09-14	CL-001226-2019
Lafayette Contractor License	Active	NA	2025-01-25	23-000006
Denver Class B Demo Contractor License	Active	NA	2026-06-30	LIC00252104
Thornton Contractor License	Active	NA	2024-10-15	EXC202202338
Lakewood Contractors License	Active	NA	2026-08-03	18378
Littleton Contractors License	Active	NA	2024-08-20	C00701
			2024-07-01 to 2026-08-03	

Supervisor License

Name	Active Permit Status	Renewal Status	Expiration Date	License Number
Aurora	Active	NA	2024-06-30	2021 1992757 00 SL
Denver Class B Demo Supervisor- Valley	Active	NA	2026-06-30	CERT00007482
			2024-06-30 to 2026-06-30	



JERRY NARANJO | CONSTRUCTION MANAGEMENT & QA/QC SUPPORT

Mr. Naranjo is a seasoned engineer with a distinguished career spanning over 30 years, specializing in river restoration and reconstruction. His expertise lies in the dynamic field of construction management, where he has consistently demonstrated exceptional skills in leading large-scale, multi-jurisdictional, and stakeholder-intensive waterway projects. Jerry is recognized for pioneering a collaborative framework in construction processes, fostering effective communication and cooperation, particularly in alternative delivery models.

Jerry's innovative approach to complex waterway projects sets him apart, as he seamlessly integrates cutting-edge technologies such as advanced drone imaging and LiDAR surveying into his project workflows. His commitment to delivering value to clients is evident in his proficiency with construction methods, materials, and technologies. With a proven track record of success, Jerry has excelled in managing projects using diverse delivery methods, including CM/GC, Project Partnering, and Progressive Design-Build. His comprehensive understanding of all project phases, from pre-construction planning to post-construction warranty, underscores his commitment to delivering high-quality outcomes. Jerry's extensive experience collaborating with key stakeholders, including the City and County of Denver, Mile High Flood District (MHFD), and the U.S. Army Corps of Engineers (USACE), further validates his knowledge of building codes, safety regulations, and quality standards in the construction industry.

EDUCATION

BS, Civil Engineering, Colorado School of Mines 1993

INDUSTRY EXPERIENCE

35

YEARS WITH NARANJO

32

RELEVANT EXPERIENCE

Project Management
Preconstruction Services
Quality Assurance & Control
Constructability Reviews
Contract Management
Value Engineering
Risk Analysis & Mitigation
Design-Build /CMGC Services

CONTACT

jerry@naranjocivil.com
(970) 590-9540

REFERENCES

Laura Kroeger
Executive Director for MHFD
Past Project Reference
(303) 749-5419
lkroeger@mhfd.org

Barbara Chongtoua, P.E., CFM
Development Services Director
Past Project Reference
(303) 749-5423
bchongtoua@mhfd.org

John Villines, P.E.
Watershed Manager
Past Project Reference
(303) 749-5411
jvillines@mhfd.org

RELEVANT PROJECT EXPERIENCE:

MHFD - RIVER RUN PARK | SHERIDAN/ENGLEWOOD, CO | \$11.5M | CONSTRUCTION MANAGER, QA/QC

The River Run Park project is a multi-jurisdictional, large scale alternative delivery river improvement project administered by MHFD. The project consisted of a multi-functioning channel by improving channel grade control for safety and fish passage; establishing a sinuous low flow channel with vegetated conveyance; and enhancing recreational opportunities. Naranjo installed six grouted boulder drop structures with boat chutes across the S. Platte River. Two of the drop structures included hydraulically adjustable wave shapers manufactured by Obermeyer. The wave shapers allow an adjustable wave to be created in the river for surfing, kayaking, and floating. The project also featured a playground, restroom, pavilion, trail system, and bank stabilization of approximately one mile of river - **APWA - Project of the Year Award**.

Jerry played a pivotal role in overseeing design and material compliance to ensure that construction plans and materials complied with regulatory requirements, specifications, and met the quality standards set by the client. He also served as the main point of contact in regards to communication when collaborating with the various jurisdictional entities and stakeholders. Jerry maintained open and transparent communication lines open across the team to align QA/QC processes with the project goals, address concerns, provide feedback, and disseminate information related to QA/QC standards.

MHFD/SOUTH SUBURBAN PARKS & RECREATION DISTRICT - RIVER ENHANCEMENT PROJECT AT SOUTH PLATTE PARK, PHASE I - III | LITTLETON, CO | \$2.1M | CONSTRUCTION MANAGER, QA/QC

South Platte Park in Littleton, CO was established as a floodplain park for the community. There is rich history about how the park property was purchased and saved from being channelized. ERC was the design engineer consultant who completed the concept

JERRY NARANJO | RELEVANT PROJECT EXPERIENCE CONTINUED

development plan for this progressive design-build project. Naranjo was the selected general contractor responsible for assisting the design process from 30% drawings to 100%, as well as the construction and shaping of the channel, bank stabilization, riffle drop structures and wetland bench.

Jerry oversaw regulatory and code compliance to ensure that construction activities adhered to local codes and industry standards. He proactively offered insight in identifying potential risks to project quality and developed strategies to mitigate them.

MHFD/CITY & COUNTY OF DENVER - SOUTH PLATTE RIVER IMPROVEMENTS AT OVERLAND GOLF COURSE (RVIP SCHEDULE B) | DENVER, CO | \$3.5M | CONSTRUCTION MANAGER, QA/QC

This project consisted of channel modifications including recontouring and installing riffle structures, and replacing existing grade control structures were performed to improve habitat and recreational functionality, channel stability, and water quality. In addition to providing recreation and habitat benefits, this project included multi-use river access facilities to provide safe and enjoyable boating and fishing experience through the length of the project reach as well as improvements to the existing regional trail system.

Jerry's leveraged his extensive experience to implement and manage the QA/QC process to prevent defects or issues during construction. He offered valuable insight during the preconstruction process when it came to value engineering and risk assessment/mitigation. Jerry is the hands on type and conducted regular inspections of the construction activities to identify and rectify any deviations from project standards; always enforcing high standards for workmanship and ensuring that construction activities are carried out according to approved methods.

OTHER NOTABLE PROJECTS:

MHFD - ENGLEWOOD PLAZA AT LITTLE DRY CREEK PROJECT | ENGLEWOOD, CO | \$1.8M | CONSTRUCTION MANAGER, QA/QC

During this 2022 Capital Improvement Project, Naranjo Civil partnered with MHFD and the City of Englewood to complete a major overhaul of a 500 ft section of the existing channel just west of the Broadway overpass near downtown Englewood. Including channel naturalization, wingwall reconfiguration, a new 42" diameter outfall, new public seating areas, trails, and a new pedestrian bridge.

MHFD - STERLING RANCH PHASES 1, 2, AND PEAK SHAVING FACILITY | LITTLETON, CO | \$4M | CONSTRUCTION MANAGER, QA/QC

During this 2021 Development Improvement Project, MHFD and Naranjo Civil assisted Sterling Ranch re-aligning and stabilizing a section of Willow Creek in Unincorporated Douglas County. The goals of this project were met, transforming Willow Creek into a high function, low maintenance stream system within the Sterling Ranch Development.

MHFD - HAPPY CANYON STREAM IMPROVEMENTS | LONE TREE, CO | \$3.1M | CONSTRUCTION MANAGER, QA/QC

The Happy Canyon Stream Improvements project aims to stabilize eroded channel by using riffles, pools, sculpted concrete, and cascades to lift the channel and reconnect it to existing floodplain benches and bank protection. Other goals of this project include modifying existing storm sewer outfall structures under Surrey Drive to accommodate changes to the channel and repairing erosion at these storm sewer outfalls.



JOHN LEONE | ESTIMATING/INDEPENDENT COST VERIFICATION

Mr. Leone brings over 25 years of engineering expertise to the realm of construction cost estimating, specializing in river restoration, floodplain management, and capital improvement projects. Currently overseeing projects from preconstruction to final delivery, John manages an annual project portfolio totaling approximately \$30 million. With a stellar reputation in the industry, John is widely recognized for his ability to simplify intricate projects, ensuring their smooth and successful delivery. Throughout his extensive career, he has served in key roles such as a technical advisor, preconstruction manager, and estimator for over 100 projects, showcasing his versatility and proficiency in managing projects from inception to completion.

John's expertise lies in construction cost estimation techniques and principles, and his nearly 30 years of experience as an estimator on complex alternative delivery projects attest to his ability to lead and develop detailed, accurate cost estimates for large civil infrastructure projects. His comprehensive understanding of CM/GC and Progressive Design-Build implementation sets him apart, as he excels in defining costs, establishing Work Breakdown Schedules (WBS) for large, multi-faceted programs, and creating open-book cost models with alternative delivery methods. John's invaluable contributions to project partnerships and his proven track record in the industry underscore his role as an essential team member, capable of ensuring cost-effective and successful outcomes for challenging construction projects.

EDUCATION

BS, Chemical Engineering and Petroleum Refining, Colorado School of Mines 1992

INDUSTRY EXPERIENCE

29

YEARS WITH NARANJO

19

RELEVANT EXPERIENCE

Project Management
Preconstruction Services
Constructability Reviews
Cost Estimating
Contract Management
Value Engineering
Risk Analysis & Mitigation
Design-Build /CMGC Services

CONTACT

johnjr@naranjocivil.com
(970) 397-7968

REFERENCES

Laura Kroeger
Executive Director for MHFD
Past Project Reference
(303) 749-5419
lkroeger@mhfd.org

Barbara Chongtoua, P.E., CFM
Development Services Director
Past Project Reference
(303) 749-5423
bchongtoua@mhfd.org

John Villines, P.E.
Watershed Manager
Past Project Reference
(303) 749-5411
jvillines@mhfd.org

RELEVANT PROJECT EXPERIENCE:

MHFD - RIVER RUN PARK | SHERIDAN/ENGLEWOOD, CO | \$11.5M | PRECONSTRUCTION MANAGER, ESTIMATOR

The River Run Park project is a multi-jurisdictional, large scale alternative delivery river improvement project administered by MHFD. The project consisted of a multi-functioning channel by improving channel grade control for safety and fish passage; establishing a sinuous low flow channel with vegetated conveyance; and enhancing recreational opportunities. Naranjo installed six grouted boulder drop structures with boat chutes across the S. Platte River. Two of the drop structures included hydraulically adjustable wave shapers manufactured by Obermeyer. The wave shapers allow an adjustable wave to be created in the river for surfing, kayaking, and floating.

John played a pivotal role in assessing and calculating the costs associated with the comprehensive river improvement endeavor. His meticulous estimation skills were instrumental in budgeting for the construction of key project features, such as the playground, restroom pavilion, trail system, wave shaper, and bank stabilization along approximately one mile of the river, contributing to the successful execution of this award-winning project - [APWA - Project of the Year Award](#).

MHFD/SOUTH SUBURBAN PARKS & RECREATION DISTRICT - RIVER ENHANCEMENT PROJECT AT SOUTH PLATTE PARK, PHASE I - III | LITTLETON, CO | \$2.1M | PRECONSTRUCTION MANAGER, ESTIMATOR

South Platte Park in Littleton, CO was established as a floodplain park for the community. There is rich history about how the park property was purchased and saved from being channelized. ERC was the design engineer consultant who completed the concept development plan for this progressive design-build project. Naranjo was the selected general contractor responsible for assisting the design process from 30% drawings to 100%, as well as the construction and shaping of the channel, bank stabilization, riffle drop structures and wetland bench.

JOHN LEONE | RELEVANT PROJECT EXPERIENCE CONTINUED

As preconstruction manager and estimator, John played a key role in evaluating and estimating the costs associated with the multifaceted design and construction aspects of all three phases of this project.

MHFD/CITY & COUNTY OF DENVER - SOUTH PLATTE RIVER IMPROVEMENTS AT OVERLAND GOLF COURSE (RVIP SCHEDULE B) | DENVER, CO | \$3.5M | PRECONSTRUCTION MANAGER, ESTIMATOR

This project consisted of channel modifications including recontouring and installing riffle structures, and replacing existing grade control structures were performed to improve habitat and recreational functionality, channel stability, and water quality. In addition to providing recreation and habitat benefits, this project included multi-use river access facilities to provide safe and enjoyable boating and fishing experience through the length of the project reach as well as improvements to the existing regional trail system.

As preconstruction manager and estimator for this project, John meticulously calculated the costs associated with the various project components, providing critical insights for budgeting, value engineering, risk assessment/mitigation, and financial planning. His expertise ensured accurate estimations for the extensive scope of work, contributing to the overall success of the project.

OTHER NOTABLE PROJECTS:

MHFD - STERLING RANCH PHASES 1, 2, AND PEAK SHAVING FACILITY | LITTLETON, CO | \$4M | PRECONSTRUCTION MANAGER, ESTIMATOR

During this 2021 Development Improvement Project, MHFD and Naranjo Civil assisted Sterling Ranch re-aligning and stabilizing a section of Willow Creek in Unincorporated Douglas County. The goals of this project were met, transforming Willow Creek into a high function, low maintenance stream system within the Sterling Ranch Development.

MHFD - HAPPY CANYON STREAM IMPROVEMENTS | LONE TREE, CO | \$3.1M | PRECONSTRUCTION MANAGER, ESTIMATOR

The Happy Canyon Stream Improvements project aims to stabilize eroded channel by using riffles, pools, sculpted concrete, and cascades to lift the channel and reconnect it to existing floodplain benches and bank protection. Other goals of this project include modifying existing storm sewer outfall structures under Surrey Drive to accommodate changes to the channel and repairing erosion at these storm sewer outfalls.

MHFD - ENGLEWOOD PLAZA AT LITTLE DRY CREEK PROJECT | ENGLEWOOD, CO | \$1.8M | PRECONSTRUCTION MANAGER, ESTIMATOR

During this 2022 Capital Improvement Project, Naranjo Civil partnered with MHFD and the City of Englewood to complete a major overhaul of a 500 ft section of the existing channel just west of the Broadway overpass near downtown Englewood. Including channel naturalization, wingwall reconfiguration, a new 42" diameter outfall, new public seating areas, trails, and a new pedestrian bridge.



MICHAEL HAMACHER | VP of Operations

Mr. Hamacher serves as VP of Operations, Construction Manager and Technical Engineering Liaison in the field. Engineer with over 17 years of experience on flatwork projects, river restoration and heavy civil infrastructure. Michael has been a cornerstone of success at Naranjo Civil since he started as a Field Engineering Intern in 2009. Since graduating from Colorado School of Mines in 2013, he has finely sharpened his skill set. Michael has worked as a Project Engineer, Project Manager, and Construction Manager. He has been vital to project success in many highly technical river, roadway, and civil engineering projects.

Michael is very experienced in the field. He's known for customer service with a sense of urgency and has become an expert at guiding teams to maximum efficiency. Has successfully managed as a Project Manager and Project Engineer for numerous clients.

EDUCATION

BS, Civil Specialty, Colorado School of Mines 2013

INDUSTRY EXPERIENCE 17

YEARS WITH NARANJO 17

RELEVANT EXPERIENCE

Project Management Safety Management
Constructability Reviews
Value Engineering
Risk Analysis & Mitigation
Dispatching
Submittals
Billing
Change Orders
Materials Management Job costing and controls

CONTACT

hamacher@naranjocivil.com
(970)590-9537

RELEVANT PROJECT EXPERIENCE:

COTTONWOOD PARK DETENTION POND | \$1.9M | OPERATIONS MANAGER

The main goal of this project is to increase the stormwater capacity of the detention pond within Cottonwood Creek Park. Additional objectives included replacing the parking lot, replacing storm/sanitary utility lines, building a stilling basin, trickle channel, outfall structure and other features to improve the overall stormwater infrastructure, detention pond and conditions of the park.

RIVER RUN PARK | \$11.5M | OPERATIONS MANAGER

The River Run Park project is a multi-jurisdictional river improvement project administered by MHFD. The project consisted of a multi-functioning channel by improving channel grade control for safety and fish passage; establishing a sinuous low flow channel with vegetated conveyance; and enhancing recreational opportunities. Naranjo installed six grouted boulder drop structures with boat chutes across the S. Platte River. One of the drop structures included a hydraulically adjustable wave shaper manufactured by Obermeyer. The wave shaper allows an adjustable wave to be created in the river for surfing, kayaking, and floating. The project also featured a playground, restroom, pavilion, trail system, and bank stabilization of approximately one mile of river.

STERLING RANCH PHASES 1, 2, AND PEAK SHAVING FACILITY | \$4M | OPERATIONS MANAGER

During this 2021 Development Improvement Project, MHFD and Naranjo Civil assisted Sterling Ranch realigning and stabilizing a section of Willow Creek in Unincorporated Douglas County. The goals of this project were met, transforming Willow Creek into a high function, low maintenance stream system. Michael acted as Project Manager and Project Engineer for the duration of construction.

HAPPY CANYON STREAM IMPROVEMENTS | \$3.1M | OPERATIONS MANAGER

The Happy Canyon Stream Improvements project aims to stabilize eroded channel by using riffles, pools, sculpted concrete, and cascades to lift the channel and reconnect it to existing floodplain benches and bank protection. Other goals of this project include modifying existing storm sewer outfall structures under Surrey Drive to accommodate changes to the channel and repairing erosion at these storm sewer outfalls.



NELLY MORALES, STSC | VP of Finance and Compliance

Nelly has worked for Naranjo Civil since 2006. She brings extensive knowledge and training to our safety program. Additionally, she is certified through the Board of Certified Safety Professionals in the Construction Industry which includes Risk Management. She has received various safety certifications including the OSHA 30, Trench & Excavation Safety through the National Utility Contractors Association, and continues with ongoing professional development to stay up on current trends. She helps maintain safe conditions and practices on construction job sites with tasks devoted to the prevention of injury in the workplace. Over the years, she has worked on making safety a priority company wide, and has thrived in achieving this goal.

EDUCATION

University of Northern Colorado, 2002

Aims Community College, 2004

INDUSTRY EXPERIENCE

22

YEARS WITH NARANJO

19

RELEVANT EXPERIENCE

Safety Management
HR Management
Office Operations
Risk Management
Submittals, Billing
Company Outreach OSHA
Compliance OSHA 30
Trench & Excavation
Competent Person

CONTACT

nelly@naranjocivil.com
(970)397-0179

RELEVANT PROJECT EXPERIENCE:

RIVER RUN PARK | \$11.5M | SAFETY MANAGER

The River Run Park project is a multi-jurisdictional river improvement project administered by MHFD. The project consisted of a multi-functioning channel by improving channel grade control for safety and fish passage; establishing a sinuous low flow channel with vegetated conveyance; and enhancing recreational opportunities. Naranjo installed six grouted boulder drop structures with boat chutes across the S. Platte River. One of the drop structures included a hydraulically adjustable wave shaper manufactured by Obermeyer. The wave shaper allows an adjustable wave to be created in the river for surfing, kayaking, and floating. The project also featured a playground, restroom, pavilion, trail system, and bank stabilization of approximately one mile of river.

STERLING RANCH PHASES 1, 2, AND PEAK SHAVING FACILITY | \$4M | SAFETY MANAGER

During this 2021 Development Improvement Project, MHFD and Naranjo Civil assisted Sterling Ranch re-aligning and stabilizing a section of Willow Creek in Unincorporated Douglas County. The goals of this project were met, transforming Willow Creek into a high function, low maintenance stream system within the Sterling Ranch Development. Nelly was responsible for providing the project safety plan for this corridor and ensuring that safe site conditions were maintained throughout the project duration.

DRY GULCH CHANNEL IMPROVEMENTS | \$1M | SAFETY MANAGER

During this 2020 project partnership between CCD, MHFD and Naranjo Civil Constructors, Nelly acted as the safety manager for the project. She was responsible for providing the project safety plan and ensuring that safe site conditions were maintained throughout the project duration. Through her efforts, Naranjo was able to restore this half mile stretch of channel and make the community safer through flood mitigation.

ENGLEWOOD PLAZA AT LITTLE DRY CREEK PROJECT | \$1.8M | SAFETY MANAGER

During this 2022 Capital Improvement Project, Naranjo Civil partnered with MHFD and the City of Englewood to complete a major overhaul of a 500 ft section of the existing channel just west of the Broadway overpass near downtown Englewood, including channel naturalization, wingwall reconfiguration, a new 42" diameter outfall, new public seating areas and trails, and a new pedestrian bridge. Nelly was responsible for providing the project safety plan and ensuring safe site conditions were maintained throughout the project duration.

SECTION 00430

SCHEDULE OF MAJOR SUBCONTRACTORS

The proposal is based on subcontracting certain major portions of the Work to subcontractors as listed below.

ITEM	SUBCONTRACTOR
Hot Mix Asphalt (3 Items)	Brannan Sand & Gravel
Traffic Control	Work Zone Traffic Control

SECTION 00480

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)
County of Weld) ss

John Leone, being first duly sworn, deposes and says that:

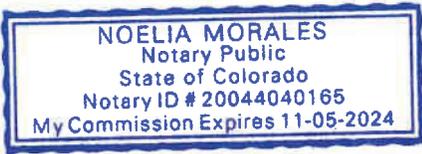
- 1) He/she is President of H&L Concrete Inc., dba Naranjo Civil Constructors, Inc.
(title) _____
the Bidder that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid.
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed Agreement; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: [Signature]
Title: President

Subscribed and sworn to before me this 26th day of February 2024.

[Signature]
Notary Public

My commission expires 11.5.24.



**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-18**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR 2024 COLORADO BOULEVARD AND BELLA ROSA
PARKWAY DRAINAGE IMPROVEMENTS AND AUTHORIZING THE TOWN
MAYOR TO EXECUTE THE CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town has solicited bids for the 2024 Colorado Boulevard and Bella Rosa Parkway Drainage Improvements; and,

WHEREAS, the Board of Trustees finds that the lowest responsible bidder for this contract award is H&L Concrete Inc. dba Naranjo Civil Constructors 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 from H&L Concrete Inc. dba Naranjo Civil Constructors Inc. for \$2,242,295.59 as the lowest, responsible bid for the “2024 Colorado Boulevard and Bella Rosa Parkway Drainage Improvements” as reflected in the accompanied Action Memorandum and authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney, that is substantively the same as the attached Exhibit A.

INTRODUCED, READ, PASSED, AND SIGNED THIS 26TH DAY OF MARCH, 2024.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Kelly Green, Interim Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Mayor Pro Tem
Adam Mahan, Trustee
Kevin R. Brown, Trustee

Mark Lamach, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Consider Awarding a Contract for the 2024 Speed Radar Project – Frederick Speed Management Program

Agenda Date: Town Board Meeting – March 26, 2024

Attachments:

- a. Project Map
- b. Resolution 24-R-19

Finance Review: Kurtis Adams
Finance Director

Submitted by: Jason Berg
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Strategic, Reliable and Sustainable Infrastructure – The Town is actively engaging in opportunities to enhance transportation infrastructure and community safety through identified Projects.

Summary Statement:

Bids for the 2024 Speed Radar Project – Frederick Speed Management Program were opened on March 5, 2024, and staff is providing a recommendation for the award of this project to the lowest, responsible bidder.

Built on What Matters.

Detail of Issue/Request:

The Frederick Speed Management Program (FSMP) was developed by the Town with the intent of reducing the negative effects of speeding traffic on neighborhood streets. The resident-initiated speed awareness program is aimed at addressing the issue by applying a combined approach of engaging the community, education, enforcement, and engineering traffic mitigation improvements. The FSMP helps to achieve the Town of Frederick's Transportation Master Plan which prioritizes continuous improvements in safety and comfort for all modes of travel.

Through the FSMP process a successful resident-initiated petition triggered the Town of Frederick Engineering Department to analyze and evaluate transportation conditions of 6th Street between Frederick Way and Ridgeway Boulevard. Following a speed study of the three segments within the area of petition, it was found that the 85th percentile speed of the 6th Street segment between Frederick Way and 5th Street was 5-mph over the posted speed limit meeting the threshold for implementation of a traffic calming project.

Further engineering evaluation determined that installation of speed radar signage in the vicinity of the Carriage Hills Park would help to provide additional warning and notification to drivers to reduce speeding with several installation locations were considered during this process.

Location of the western sign installation, capturing eastbound traffic, was placed at the western end of the park around converging sidewalks to provide notification and discourage further acceleration of drivers exiting the roadways curvature and entering straight segment adjacent to the park.

Location of the eastern sign installation, capturing westbound traffic, was considered at four locations.

- Two locations at the eastern most extent adjacent to Carriage Hills Park within the right-of-way front yard tree lawn of 6701 and 6707 6th Street or 6707 and 6711 6th Street. These locations provide ideal placement for advanced notification of drivers approaching the park in an area of good public perception. However, this location represents a high negative impact to the residents at this location with installation of large street signage directly in front of the respective homes. Additionally, the resident at 6711 6th Street was not a supporting signature of the FSMP petition.
- Adjacent to the Carriage Hills Park west of the 5th Street intersection in the right-of-way side yard tree lawn of 6601 5th Street. This location, while not ideal, provides notification to drivers in the area of analyzed speeding and also lowers negative impact to residents. With radar detection and LED display of the speed radar sign at up to 600-feet, this location would be able to capture and display vehicle speeds east to approximately Blue Spruce Street. The location though could be perceived poorly by the public as it would be located west of the park playground.
- East of the Blue Spruce Street intersection in the right-of-way rear yard tree lawn of 6816 and 6822 Catalpa Circle. This location does provide the least impact to neighboring residents; however, the placement is furthest away from the 6th Street roadway segment between Frederick Way and 5th Street which meet the criteria for FSMP project implementation and provides the least impact for speeding notification around concern adjacent to Carriage Hills Park. This 6th Street segment, Blue Spruce Street to Ridgeway Boulevard, represented the lowest recorded speeds of the speed study.

Ultimately, through evaluation of the different options for placement of the eastern sign installation staff selected the location west of 5th Street. This option was found to provide the greatest positive impact for vehicle speed notification around concern adjacent to Carriage Hills Park being within the 6th Street roadway segment which met the criteria for FSMP project consideration. The location would also represent an area of low negative impact for residents in the vicinity of installation. Town Engineering staff notified the resident that initiated the petition of the decision to advance a FSMP project involving the installation of speed radar signage for east and westbound traffic in the area adjacent to Carriage Hills Park and was received with positive support.

The Invitation to Bid was issued February 12, 2024, and advertised two consecutive weeks. The bid opening was March 5, 2024. One bid was received; staff reviewed the bid, the contractor's qualifications and contacted references.

Staff are recommending this contract award to Sturgeon Electric Company, Inc. as the lowest, responsible bidder.

Legal/Political Considerations:

The Town Attorney has reviewed the contract items and prepared the resolution.

Alternatives/Options:

1. The Board has the option of awarding the contract for this work to the bidder and proceeding with the project at the installation location identified in the project map.
2. The Board has the option of awarding the contract for this work to the bidder and direct staff to install the speed radar signage at alternate locations considered.
3. The Board has the option to reject the bid and not proceed with the Speed Radar Project this year, or to direct staff to re-bid a different contract scope with budgeted funds.

Financial Considerations:

This project is funded through the Street & Alley Fund. A 2024 budgeted amount of \$30,000 was identified for FSMP projects. The additional \$11,000 needed to construct this project comes from budget savings from the Pavement Maintenance Program contracts.

Staff Recommendation:

Staff recommends that the Board award the contract to Sturgeon Electric Company, Inc. and approve the attached Resolution 24-R-19.



Legend:



Approximate location of 6th Street speed radar signage adjacent to Carriage Hills Park.

**6th Street
Speed Radar Signage**



TOWN OF FREDERICK

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-19**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR 2024 SPEED RADAR PROJECT – FREDERICK SPEED
MANAGEMENT PROGRAM AND AUTHORIZING THE TOWN MANAGER
TO EXECUTE THE CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town has solicited bids for the 2024 Speed Radar Project – Frederick Speed Management Program; and,

WHEREAS, the Board of Trustees finds that the lowest, responsible bidder for this contract award is Sturgeon Electric Company, 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 Asphalt Specialties Company, Inc. in the amount of \$41,000.00 as the lowest responsible bid for the 2024 Speed Radar Project – Frederick Speed Management Program as reflected in the accompanied Action Memorandum and authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney, that is substantively the same as the attached Exhibit A.

**INTRODUCED, READ, PASSED, AND SIGNED THIS ____ TH DAY OF _____,
2024.**

TOWN OF FREDERICK

By: _____
Bryan Ostler, Town Manager

ATTEST:

By: _____
Kelly Green, Interim Town Clerk



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

Summerfield Drainage and Pavement Agreements

Agenda Date: Town Board Meeting – March 26, 2024

Attachments:

- a. Resolution 24-R-20
- b. Agreements and Construction Easement Language
- c. Map of Stormwater Improvements
- d. Map of CR5 Paving

Finance Review: Kurtis Adams
Finance Director

Submitted by: Eli Betz
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:

- Strategic, Reliable, and Sustainable Infrastructure – This request aligns with the Town’s infrastructure strategy by actively pursuing the completion of all stormwater projects as defined by the Outfall Systems Plan (master drainage plan) to safeguard the public and infrastructure within the Town. It also pursues new roadway infrastructure which will reduce maintenance nuisances in the area.

Summary Statement:

With the development occurring in Erie south of Highway 52 between CR 5 and CR 7 known as Summerfield, there will be final drainage solutions installed underneath Highway 52 per the Erie OSP which are directly upstream of the Bulrush Wetland Park. Upon noticing these improvements from a referral to Town Staff, it was decided to negotiate further stormwater improvements to facilitate these flows past Bulrush given the necessity of these improvements with the new upstream impacts.

Built on What Matters.

These stormwater improvements will tie into another aspect of that project. There will be sanitary lines through the southmost portion of CR 5 necessary to convey sanitary flows to the Erie processing plant west of the Shores at Plum Creek (near Highway 52 and CR 3 ¼). Due to the difficulty of maintaining these manholes in an unpaved road, the Town has negotiated that the area be paved where the impact exists.

Detail of Issue/Request:

These agreements cover the requirement for: 1) OSP improvements IC-C8 to IC-C13 2) Design and paving of CR 5 where sanitary manholes are to be installed, and 3) stormwater improvements to reduce flows at CR 7 and Hwy 52 until a final stormwater solution can be agreed upon.

The OSP improvements will be required with Filing 2 of the development which is expected to be submitted for review soon. The paving of CR 5 will occur 3 years after installation of the sanitary manholes or when the storm improvements in CR 5 are constructed should the developer be actively working towards this goal.

The temporary drainage agreement will help reduce flooding risks along Highway 52 while it is in place, during the next three years all parties will attempt to agree on a solution in that area to continue flood mitigation. Erie Staff has conveyed that this will likely be a CIP project for the Town of Erie. The most likely outcome is the completion of more OSP CIP projects in that location.

Ultimately, these negotiations will result in the construction of 4 OSP CIP projects that the Town would have had to fund in another manner as well as the partial paving of a 2-lane arterial which would constitute its own CIP project with design and construction.

Legal Comments:

This agreement may require the Board to eventually grant a temporary construction easement for the construction of improvements in the CR 5 ROW.

Both agreements have been reviewed by Legal.

The developer is currently waiting on Town of Frederick input to proceed with the first filing construction which has been reviewed by Staff and there are no further comments.

Alternatives/Options:

The board may approve this item, deny this item, move this item to another date, or direct Staff to continue negotiations.

Financial Considerations:

Not Applicable

Staff Recommendation:

Staff recommend approval of this item.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-20**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE THE WELD COUNTY
ROAD 5 IMPROVEMENTS AGREEMENT AND TEMPORARY ONSITE
DRAINAGE IMPROVEMENTS AGREEMENT BETWEEN THE TOWN
OF FREDERICK AND TL SUMMERFIELD, LLC**

WHEREAS, TL Summerfield, LLC is in the process of obtaining approvals for a development in the Town of Erie called Summerfield; and

WHEREAS, as part of the Summerfield development, there will be drainage work performed under Highway 52 and stormwater impacts to the Town of the Town of Frederick (“the Town”); and

WHEREAS, due to the stormwater impacts of the Summerfield development and future upstream development on the Town, the Town has negotiated the Weld County Road 5 Improvements Agreement and a Temporary Onsite Drainage Improvements Agreement with TL Summerfield, LLC (“Agreements”) to assist in mitigating such impacts; and

WHEREAS, the Agreements will provide for capital improvements funded by TL Summerfield, LLC, including outfall system plan improvements, design and paving of a portion of County Road 5 following installation of sanitary sewer manholes for sanitary service to the project, and temporary stormwater improvements to reduce flows at County Road 7 and Highway 52 while the Towns of Frederick and Erie determine a final stormwater solution.

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

Section 1. The attached Weld County Road 5 Improvements Agreement and Temporary Onsite Drainage Improvements Agreement with TL Summerfield, LLC are approved, and the mayor is authorized to execute them.

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 _____, 2024.

ATTEST:

TOWN OF FREDERICK

By: _____
Kelly Green, Interim Town Clerk

By: _____
Tracie Crites, Mayor

WELD COUNTY ROAD 5 IMPROVEMENTS AGREEMENT

THIS WELD COUNTY ROAD 5 IMPROVEMENTS AGREEMENT (this “**Agreement**”), is dated March ___, 2024 (the “**Effective Date**”), by and between TL SUMMERFIELD, LLC, a Delaware limited liability company (“**Developer**”), and the Town of Frederick, a Colorado statutory town (“**Frederick**”). “**Parties**” means Developer and Frederick, and “**Party**” means one of the Parties.

RECITALS

A. The Developer is the owner of certain real property located within Weld County, Colorado, which is more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the “**Property**”).

B. Frederick owns Weld County Road 5 (“**WCR 5**”) north of State Highway 52, which portion of WCR 5 is within Frederick’s municipal boundaries. WCR 5 is designated in Frederick’s Transportation Master Plan as a future two-lane rural arterial.

C. The Town of Erie (“**Erie**”) and CDG Summerfield, Inc. entered into a Development Agreement (Summerfield Filing No. 1), dated July 25, 2023 (the “**Development Agreement**”), recorded on July 26, 2023, at Reception No. 4911425 in the real property records for Weld County, Colorado (the “**Records**”), which Development Agreement was assigned to Developer in connection with Developer’s acquisition of the Property. Any capitalized terms used herein but not defined shall have the definitions assigned in the Development Agreement.

D. As contemplated in the Development Agreement, Developer is responsible for constructing and installing a sanitary sewer line (the “**Sewer Improvements**”) within WCR 5. Additionally, future filings for the Property will trigger construction obligations for Developer for storm drainage improvements between and including IC-C8 and IC-C13 of the Frederick-Dacono Outfall Systems Plan, including improvements within WCR 5 (the “**Storm Improvements**” and, together with the Sewer Improvements, the “**Sewer and Storm Improvements**”).

E. Frederick desires to ensure that Developer will be responsible for completing the Interim WCR 5 Improvements and WCR 5 Roadway Final Improvements, as each are defined below, to Frederick’s standards following Developer’s installation of the Sewer and Storm Improvements.

F. The Parties desire to enter into this Agreement to set forth their mutual understandings and agreements related to Developer’s construction of the Interim WCR 5 Improvements and WCR 5 Roadway Final Improvements, all as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Frederick hereby agree as follows:

1. Sewer Improvements.

- a. Developer will apply for a Right-of-Way Permit from Frederick at such time as Developer desires to commence construction of the Sewer Improvements within WCR 5. Provided Developer complies with all applicable standards, applications, and processes of Frederick, Frederick staff will promptly review and approve the Right-of-Way Permit.

2. Storm Improvements.

- a. Developer shall not be permitted to commence storm drainage work within Frederick until Frederick: (i) has approved, in writing, the proposed engineering plans for WCR 5 Roadway Final Improvements (defined below), (ii) reviewed and acknowledged the drainage report for the Storm Improvements specifying the cubic feet per second to be released into Frederick, (iii) reviewed and acknowledged the proposed drainage design for the Storm Improvements, and (iv) issued a Right-of-Way Permit.
- b. Developer will apply for a Right-of-Way Permit from Frederick at such time as Developer desires to commence construction of the Storm Improvements. Provided Developer complies with all applicable standards, applications, and processes of Frederick, Frederick staff will promptly review and approve the Right-of-Way Permit. Frederick staff will promptly review any temporary construction easements and/or licenses needed for Developer to construct the Storm Improvements, which easements and/or licenses, which shall be in a form substantially similar to the form attached hereto as **Exhibit B** and submit them to the Frederick Board of Trustees with the recommendation that they be approved.

3. Interim WCR 5 Improvements.

- a. Following installation of the Sewer Improvements, Developer will be permitted to resurface WCR 5 to return it to substantially its condition on the Effective Date, with the addition of manhole covers with concrete collars and bluetop grading around the manhole covers (the “**Interim WCR 5 Improvements**”).
- b. Developer will not be required to complete the WCR 5 Roadway Final Improvements until three (3) years after installation of manholes within WCR 5, subject to force majeure and extension at Frederick’s reasonable discretion, which extension shall not be withheld so long as Developer is actively pursuing design, permitting, and construction of the Storm Improvements.

4. WCR 5 Roadway Final Improvements. The WCR 5 Roadway Final Improvements will be a two-lane geometry extending from where the Sewer Improvements are installed in WCR 5 to ten feet (10’) north of the northern most manhole with minimum twelve-foot (12’) lanes, a two-foot (2’) asphalt shoulder, gravel shoulder past the asphalt shoulder, and any necessary swales adjacent to the road. Frederick shall not require that the total width of the WCR 5 Roadway Final Improvements exceed the width of the existing right-of-way (the “**WCR 5 Roadway Final Improvements**”). In the event Frederick requires the

WCR 5 Roadway Final Improvements exceed the total width of the existing right-of-way, and Developer cannot acquire the additional right-of-way necessary to complete the WCR 5 Roadway Final Improvements, Developer may request Frederick's assistance in getting the additional right-of-way and Frederick will cooperate with Developer's efforts. Such assistance by Frederick shall be in compliance with Colorado law authorizing Frederick's use of eminent domain. Developer shall advance to Frederick all acquisition costs, including any court costs and attorneys' fees, Frederick may incur in providing assistance. Additionally, Developer's deadline to complete the WCR 5 Roadway Final Improvements as provided in Section 3.b. shall be extended on a day-for-day basis until such right-of-way acquisition is completed.

5. Design and Construction. Developer's construction of the Interim WCR 5 Improvements and the WCR 5 Roadway Final Improvements shall be in strict conformance with all policies, standards, and specifications adopted by Frederick relating thereto.

6. Surety.

a. As Developer has provided or will provide an improvement guarantee to Erie for the Sewer and Storm Improvements, Frederick shall not require any additional surety to be posted for the Sewer and Storm Improvements or the Interim WCR 5 Improvements.

b. Upon completion of the Interim WCR 5 Improvements, Developer will submit to Frederick a surety bond in the amount of one hundred percent (100%) of the WCR 5 Roadway Final Improvements, as shown in the Engineer's Cost Estimate attached hereto as **Exhibit C** and incorporated herein (the "**WCR 5 Roadway Final Improvements Guarantee**"). The WCR 5 Roadway Final Improvements Guarantee will be reduced to twenty five percent (25%) upon substantial completion of the WCR 5 Roadway Final Improvements, to be held by Frederick for a period of two (2) years (the "**Warranty Period**"). At the conclusion of the Warranty Period, Developer will dedicate the WCR 5 Roadway Final Improvements to Frederick and the WCR 5 Roadway Final Improvements Guarantee will be released.

7. Default.

a. If either Party reasonably believes that the other Party is not complying with the terms of this Agreement, that Party may deliver to the non-complying Party written notice of the deficiency and the non-complying Party shall have thirty (30) days from receipt of such notice to cure, except in the event of an emergency. Except as expressly provided in Sections 7.b. and 7.c. below, which shall govern Developer's obligations and Frederick's remedies with respect to maintenance, repairs, and replacements of the Interim WCR 5 Improvements and WCR 5 Roadway Final Improvements, if the non-complying Party thereafter fails to cure the deficiencies, the other Party shall be entitled to injunctive relief or any other remedy available at law or in equity.

- b. Developer shall, at its own expense, conduct all necessary maintenance and make all necessary repairs or replacements only to the Interim WCR 5 Improvements from the time of completion of the Interim WCR 5 Improvements until commencement of construction of the WCR 5 Roadway Final Improvements. Said maintenance shall not include any grading or plowing of WCR 5. If, within thirty (30) days after Developer's receipt of written notice from Frederick that repairs or replacements are needed to the Interim WCR 5 Improvements, Developer has not undertaken with due diligence to make said repairs or replacements, Frederick may make such repairs or replacements at Developer's expense and shall be entitled to draw upon the Interim WCR 5 Improvements Guarantee before undertaking to make such repairs or replacements, or at any time thereafter.
 - c. Likewise, Developer shall, at its own expense, conduct all necessary maintenance and make all necessary repairs or replacements to the WCR 5 Roadway Final Improvements during the Warranty Period, except that Frederick agrees to plow the paved portions of WCR 5, and Developer shall be responsible for any repairs that result from Frederick's plowing of WCR 5, so long as said damage is not the result of any negligent acts or omissions of Frederick, its staff, contractors or agents. If, within thirty (30) days after Developer's receipt of written notice from Frederick that repairs or replacements are needed to the WCR 5 Roadway Final Improvements, Developer has not undertaken with due diligence to make said repairs or replacements, Frederick may make such repairs or replacements at Developer's expense and shall be entitled to draw upon the WCR 5 Roadway Final Improvements Guarantee before undertaking to make such repairs or replacements, or at any time thereafter. Developer's responsibility to maintain and repair the WCR 5 Roadway Final Improvements shall terminate upon dedication of the WCR 5 Roadway Final Improvements to Frederick.
8. Public Improvement Plans. Upon execution of this Agreement, Frederick will confirm in writing to Erie its support for the Summerfield Filing No. 1 Public Improvement Plans.
9. Notices. All notices or other written communications hereunder ("**Notices**") shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon electronic mail transmission, or (iii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, addressed as follows:

If to Developer:

Ken Greenspan, Esq.
Toll Brothers, Inc.
1140 Virginia Drive
Fort Washington, Pennsylvania 19034
E-mail: kgreenspan@tollbrothers.com

With a copy to:

Mark Bailey, Group President

Toll Brothers, Inc.
10 Inverness Drive East, Suite 125
Englewood, Colorado 80112
E-mail: mbailey@tollbrothersinc.com

If to Frederick:

Jason Meyers, Town Attorney
Town of Frederick
P.O. Box 435
Frederick, CO 80530
E-mail: JMeyers@FrederickCO.gov

10. Recording of Agreement. This Agreement shall be recorded and shall be a covenant running with the land herein described in **Exhibit A** so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof.
11. Miscellaneous.
 - a. Counterpart Execution. This Agreement may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Execution and delivery of signature pages are permitted to be via facsimile and/or email.
 - b. Further Assurances. At any time, and from time to time, upon request of either Party, the other Party agrees to make, execute, and deliver, or cause to be made, executed, and delivered to the requesting party any and all further instruments, certificates, and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the Parties under this Agreement.
 - c. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
 - d. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.
 - e. No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to estop the party from subsequently enforcing this Agreement according to its terms.
 - f. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this

Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

- g. Indemnification. Developer hereby agrees to indemnify and hold harmless Frederick, its officers, employees, agents, or servants from any and all suits, actions, and claims of every nature and description caused by, arising from, or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Sewer and Storm Improvements, the Interim WCR 5 Improvements, and/or the WCR 5 Roadway Final Improvements (“**Claims**”); and Developer shall pay any and all judgments rendered against Frederick as the result of any suit, action, or claim, together with all reasonable expenses and attorneys fees incurred by Frederick in defending any such suit, action or claim, arising out of or related to Claims.
- h. Consent to Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement or a letter of credit shall be proper only if such action is commenced in the District Court for Weld County, Colorado. Developer expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.
- i. Force Majeure. Developer shall not be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or delays or actions of government authorities.
- j. Entire Agreement. This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the Parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

[Signatures appear on the page following this page]

The Parties have executed and delivered this Weld County Road 5 Improvements Agreement as of the Effective Date set forth herein.

DEVELOPER:

TL SUMMERFIELD, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

THE TOWN OF FREDERICK,
a Colorado statutory town

Mayor

ATTEST:

Town Clerk

(SEAL)

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

Legal Description

Summerfield Filing No. 1, Town of Erie, County of Weld, State of Colorado

EXHIBIT B

Form of Easement/License

EXHIBIT C

Engineer's Cost Estimate – WCR 5 Roadway Final Improvements

TEMPORARY ONSITE DRAINAGE IMPROVEMENTS AGREEMENT

THIS TEMPORARY ONSITE DRAINAGE IMPROVEMENTS AGREEMENT (this “**Agreement**”), is dated March __, 2024 (the “**Effective Date**”), by and between TL SUMMERFIELD, LLC, a Delaware limited liability company (“**Developer**”), and the Town of Frederick, a Colorado statutory town (“**Frederick**”). “**Parties**” means Developer and Frederick, and “**Party**” means one of the Parties.

RECITALS

A. The Developer is the owner of certain real property located within Weld County, Colorado, which is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).

B. The Town of Erie (“**Erie**”) and CDG Summerfield, Inc. entered into a Development Agreement (Summerfield Filing No. 1), dated July 25, 2023 (the “**Development Agreement**”), recorded on July 26, 2023, at Reception No. 4911425 in the real property records for Weld County, Colorado (the “**Records**”), which Development Agreement was assigned to Developer in connection with Developer’s acquisition of the Property. Any capitalized terms used herein but not defined shall have the definitions assigned in the Development Agreement.

C. The Development Agreement requires Developer to construct and maintain certain Temporary Onsite Drainage Improvements (as defined below), and, in order to obtain a Public Improvements Permit for the Development, obtain the agreement of Frederick to install certain Sewer and Storm Improvements (as defined below) in Weld County Road 5.

D. Frederick has interests in ensuring (i) the Temporary Onsite Drainage Improvements are constructed and maintained in accordance with the Development Agreement and the Drainage Maintenance Obligations (as defined below) to prevent damage to Frederick’s stormwater infrastructure; and (ii) that stormwater from Erie crossing into Frederick is compliant with Frederick’s Master Drainage Plan/Outfall System Plan (“**OSP**”).

E. Frederick is not a party to the Development Agreement and therefore desires certain assurances that the terms of the Development Agreement relating to the construction and maintenance of the Temporary Onsite Drainage Improvements will not be materially modified or terminated without Frederick’s knowledge or consent.

F. The Parties desire to enter into this Agreement to set forth their mutual understandings and agreements related to Developer’s construction and maintenance of the Temporary Onsite Drainage Improvements, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Frederick hereby agree as follows:

1. Temporary Onsite Drainage Improvements.

- a. Under Section 3(j) of the Development Agreement:
 - “(i) The Developer shall construct temporary detention improvements that will restrict the outfall from the Property below the historic rate to approximately 15 CFS (the “**Temporary Onsite Drainage Improvements**”), and Developer shall maintain such Temporary Onsite Drainage Improvements for a period of 3 years from Final Acceptance of such improvements, so that Erie, Frederick, Developer, and other benefitted property owners can agree upon a permanent regional drainage solution and associated cost allocations (the “**Regional Drainage Solution**”).”
 - b. Developer’s Public Improvement Plans further contemplate that the Temporary Onsite Drainage Improvements will include (i) a temporary stormwater detention pond, and (ii) a temporary drainage swale and appurtenant improvements to carry stormwater from the temporary stormwater detention pond to an existing 24-inch stormwater line under Weld County Road 7.
 - c. Developer shall construct and maintain the Temporary Onsite Drainage Improvements in compliance with the Development Agreement and the Agreement herein.
2. Temporary Drainage Easement Agreement. Developer entered into the Temporary Drainage Easement Agreement with CDG Summerfield, Inc., and Section 4 Investors, LLC (current owners of the subject lands), dated August 21, 2023, as recorded in the Records on August 23, 2023, at Reception No. 4916818 (the “**Temporary Drainage Easement Agreement**”). The Temporary Drainage Easement Agreement is incorporated herein by reference to demonstrate Developer’s right to construct and maintain the Temporary Onsite Drainage Improvements.
3. Approved Plans. Frederick reviewed and confirmed the adequacy of the plans submitted by Developer to Erie for the Temporary Onsite Drainage Improvements through Erie’s referral process; such plans shall constitute the “**Approved Plans.**”
 - a. Additionally, Developer and Frederick agree that, in accordance with Erie’s Specifications and Requirements, Developer shall maintain, repair, and replace (as applicable) the Temporary Onsite Drainage Improvements in accordance with the Approved Plans such that Developer shall restrict the outfall from the Property to at or below the historic rate of approximately 15 CFS (the “**Historic Rate**”) (the “**Drainage Maintenance Obligations**”).
 - b. Upon execution of this Agreement, Frederick will confirm in writing to Erie its support for the Summerfield Filing No. 1 Public Improvement Plans and Approved Plans.
4. Design and Construction. Developer’s construction of the Temporary Onsite Drainage Improvements shall be in strict conformance with the Approved Plans.
5. Surety: As Developer has already provided an improvement guarantee to Erie for the

Temporary Onsite Drainage Improvements, Frederick is not requiring any additional surety to be posted for the Temporary Onsite Drainage Improvements.

6. Term. This Agreement shall terminate upon the earlier of (i) finalization of the Regional Drainage Solution or (ii) 5 years from final approval of the Final Plat, at which time flows will revert to the Historic Rate.
7. Third Party Beneficiary. If requested by Frederick, Developer will endeavor to have Erie agree to add Frederick as a third-party beneficiary under the Development Agreement and notify Frederick of any amendment to the Development Agreement or default by Developer under the Development Agreement.
8. Compliance. From time to time, at the reasonable request of Frederick, Developer shall provide documentation and/or inspection of the Temporary Onsite Drainage Improvements to confirm Developer's compliance with the terms of this Agreement.
9. Notice of Default. If Frederick reasonably believes that Developer is not complying with the Drainage Maintenance Obligations, Frederick shall provide written notice and a thirty (30) day period to cure, except in the event of an emergency. If Developer thereafter fails to cure the deficiencies in the Drainage Maintenance Obligations, Frederick shall be entitled to injunctive relief or any other remedy available at law or in equity.
10. Notices. All notices or other written communications hereunder ("**Notices**") shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon electronic mail transmission, or (iii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, addressed as follows:

If to Developer:

Ken Greenspan, Esq.
Toll Brothers, Inc.
1140 Virginia Drive
Fort Washington, Pennsylvania 19034
E-mail: kgreenspan@tollbrothers.com

With a copy to:

Mark Bailey, Group President
Toll Brothers, Inc.
10 Inverness Drive East, Suite 125
Englewood, Colorado 80112
E-mail: m Bailey@tollbrothersinc.com

If to Frederick:

Jason Meyers, Town Attorney
Town of Frederick
P.O. Box 435

Frederick, CO 80530
E-mail: JMeyers@FrederickCO.gov

11. Miscellaneous.

- a. Counterpart Execution. This Agreement may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Execution and delivery of signature pages are permitted to be via facsimile and/or email.
- b. Further Assurances. At any time, and from time to time, upon request of either Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.
- c. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- d. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.
- e. No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to estop the party from subsequently enforcing this Agreement according to its terms.
- f. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
- g. Indemnification. Developer hereby agrees to indemnify and hold harmless Frederick, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Temporary Onsite Drainage Improvements (“**Claims**”); and Developer shall pay any and all judgments rendered against Frederick as the result of any suit, action or claim, together with all reasonable expenses and attorneys fees incurred by Frederick in defending any such suit, action or claim arising out of or related to Claims.
- h. Consent to Jurisdiction and Venue. Personal jurisdiction and venue for any civil

action commenced by either party to this Agreement with respect to this Agreement or a letter of credit shall be proper only if such action is commenced in the District Court for Weld County, Colorado. Developer expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.

- i. Force Majeure. Developer shall not be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or delays or actions of government authorities.

- j. Entire Agreement. This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the Parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

[Signatures appear on the page following this page]

The Parties have executed and delivered this Temporary Onsite Drainage Improvements Agreement as of the Effective Date set forth herein.

DEVELOPER:

TL SUMMERFIELD, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

THE TOWN OF FREDERICK,
a Colorado statutory town

Mayor

ATTEST:

Town Clerk

(SEAL)

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

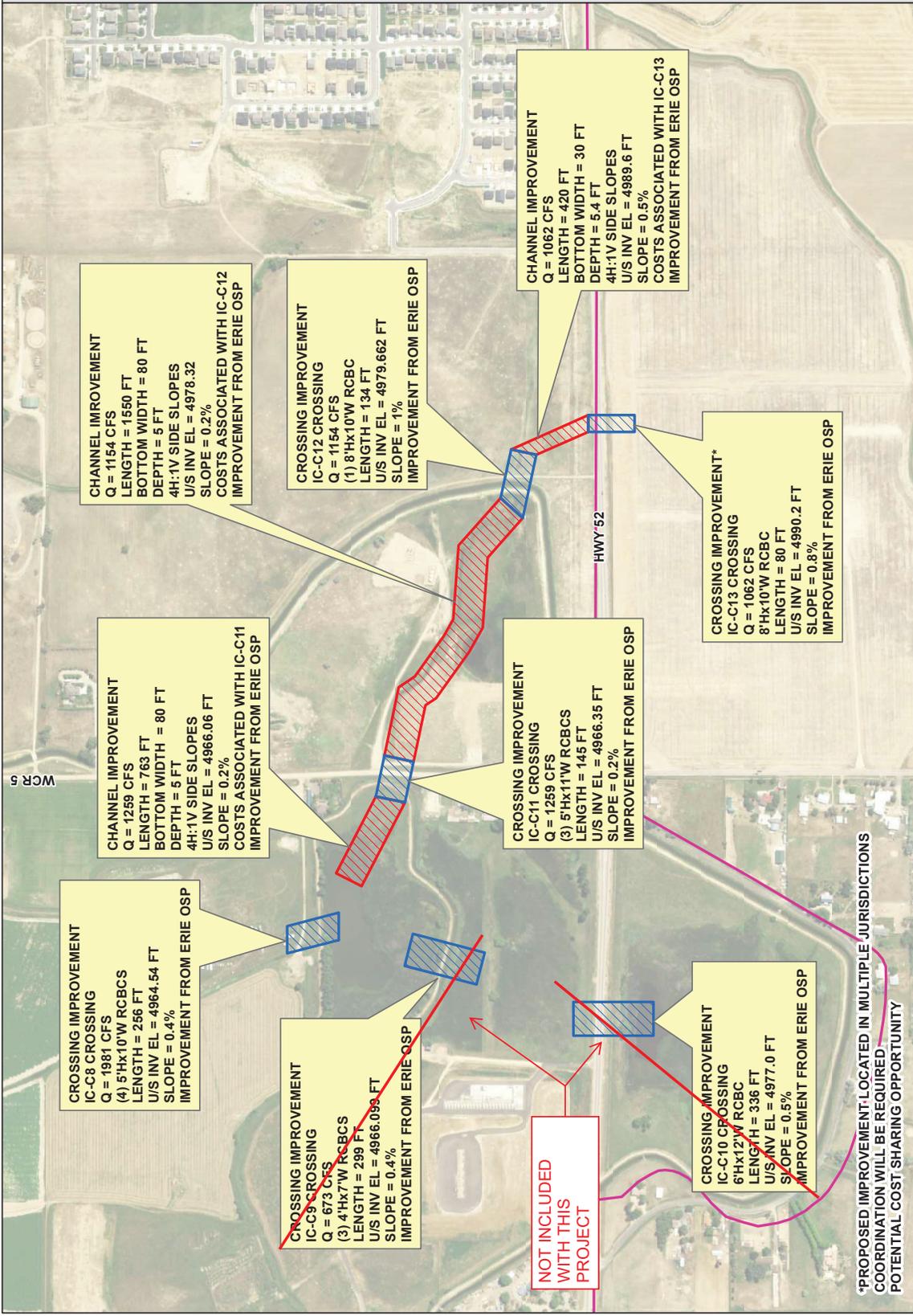
Legal Description

Summerfield Filing No. 1, Town of Erie, County of Weld, State of Colorado

Legend

-  Crossing Improvement
-  Channel Improvement
-  Dacono Planning Boundary
-  Frederick Planning Boundary

Key Map



CHANNEL IMPROVEMENT
 Q = 1154 CFS
 LENGTH = 1550 FT
 BOTTOM WIDTH = 80 FT
 DEPTH = 5 FT
 4H:1V SIDE SLOPES
 U/S INV EL = 4978.32
 SLOPE = 0.2%
 COSTS ASSOCIATED WITH IC-C12
 IMPROVEMENT FROM ERIE OSP

**CROSSING IMPROVEMENT
 IC-C12 CROSSING**
 Q = 1154 CFS
 (1) 8'Hx10'W RCBC
 LENGTH = 134 FT
 U/S INV EL = 4979.662 FT
 SLOPE = 1%
 IMPROVEMENT FROM ERIE OSP

CHANNEL IMPROVEMENT
 Q = 1062 CFS
 LENGTH = 420 FT
 BOTTOM WIDTH = 30 FT
 DEPTH = 5.4 FT
 4H:1V SIDE SLOPES
 U/S INV EL = 4989.6 FT
 SLOPE = 0.5%
 COSTS ASSOCIATED WITH IC-C13
 IMPROVEMENT FROM ERIE OSP

**CROSSING IMPROVEMENT*
 IC-C13 CROSSING**
 Q = 1062 CFS
 8'Hx10'W RCBC
 LENGTH = 80 FT
 U/S INV EL = 4990.2 FT
 SLOPE = 0.8%
 IMPROVEMENT FROM ERIE OSP

CHANNEL IMPROVEMENT
 Q = 1259 CFS
 LENGTH = 763 FT
 BOTTOM WIDTH = 80 FT
 DEPTH = 5 FT
 4H:1V SIDE SLOPES
 U/S INV EL = 4966.06 FT
 SLOPE = 0.2%
 COSTS ASSOCIATED WITH IC-C11
 IMPROVEMENT FROM ERIE OSP

**CROSSING IMPROVEMENT
 IC-C11 CROSSING**
 Q = 1259 CFS
 (3) 5'Hx11'W RCBCS
 LENGTH = 145 FT
 U/S INV EL = 4966.35 FT
 SLOPE = 0.2%
 IMPROVEMENT FROM ERIE OSP

**CROSSING IMPROVEMENT
 IC-C8 CROSSING**
 Q = 1981 CFS
 (4) 5'Hx10'W RCBCS
 LENGTH = 256 FT
 U/S INV EL = 4964.54 FT
 SLOPE = 0.4%
 IMPROVEMENT FROM ERIE OSP

**CROSSING IMPROVEMENT
 IC-C9 CROSSING**
 Q = 673 CFS
 (3) 4'Hx7'W RCBCS
 LENGTH = 299 FT
 U/S INV EL = 4966.099 FT
 SLOPE = 0.4%
 IMPROVEMENT FROM ERIE OSP

**NOT INCLUDED
 WITH THIS
 PROJECT**

**CROSSING IMPROVEMENT
 IC-C10 CROSSING**
 6'Hx12'W RCBC
 LENGTH = 336 FT
 U/S INV EL = 4977.0 FT
 SLOPE = 0.5%
 IMPROVEMENT FROM ERIE OSP

*PROPOSED IMPROVEMENT LOCATED IN MULTIPLE JURISDICTIONS
 COORDINATION WILL BE REQUIRED
 POTENTIAL COST SHARING OPPORTUNITY

DRAWN BY:	EK
DESIGNED BY:	BS & EK
CHECKED BY:	BS
PROJECT NUMBER:	COTD13B
DATE:	
SHEET:	13B
TITLE:	IC
DATE:	
PROJECT:	PH7

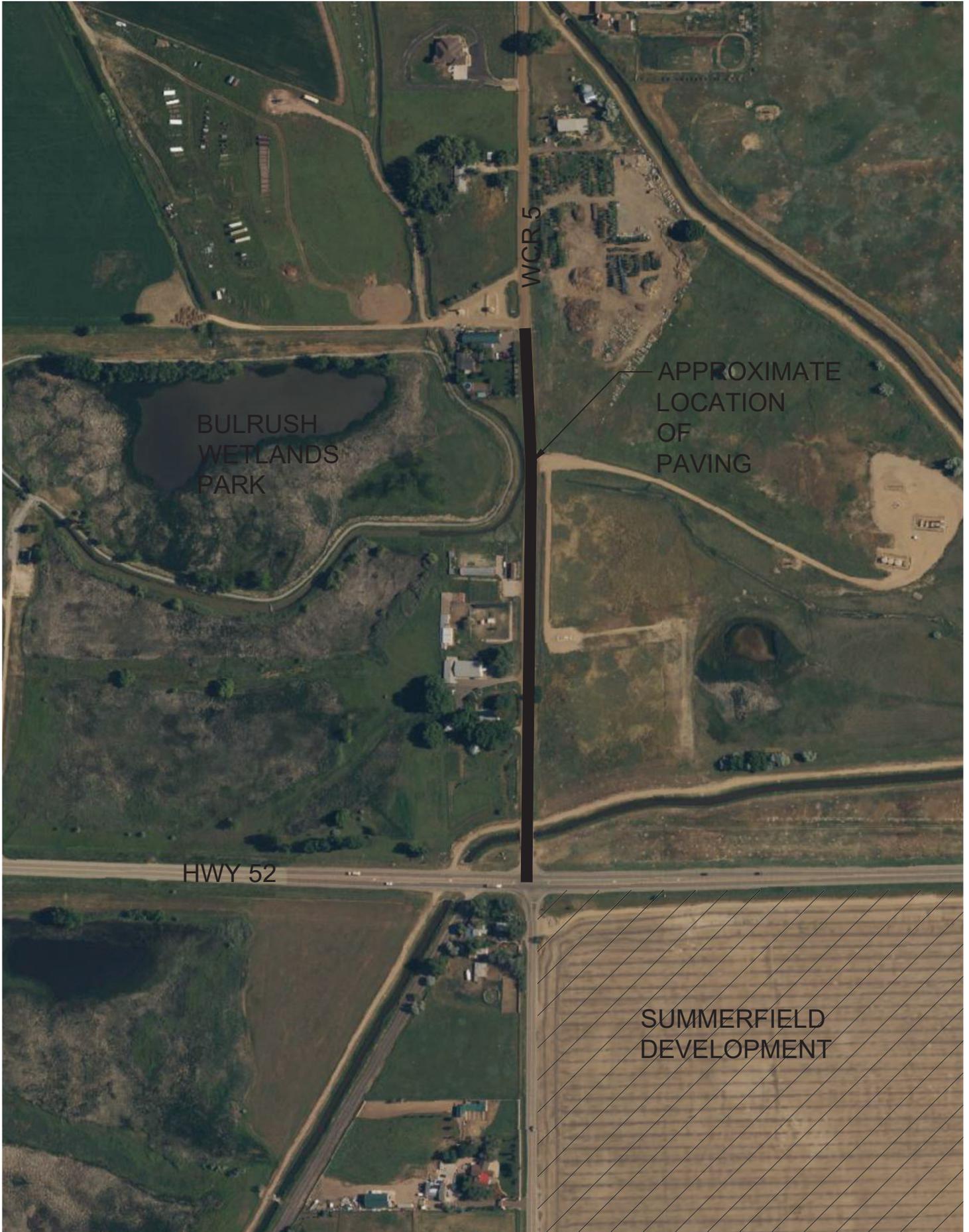
IDAHO CREEK PROPOSED IMPROVEMENTS

FREDERICK AND DACONO OUTFALL SYSTEM PLAN



Anderson Consulting Engineers, Inc.
 Civil • Water Resources • Environmental

WCR 5 PAVEMENT IMPROVEMENT LOCATION





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

Memorandum of Agreement for Public Improvements – Water Dedication Requirements

Agenda Date: Town Board Meeting – March 26, 2024

Attachments: a. Resolution 24-R-21

Finance Review: Kurtis Adams
Finance Director

Submitted by: Sarah Watson
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Effective, Efficient & Strategic Government Operations – This request aligns with the Town’s goal by making the best use of the Board and staffs’ time by reducing the number of MOAPIs that are brought to the Board that do not require special provisions or requirements review and or approval.

Summary Statement:

Following the Municipal Code update in 2023 that revised the water dedication requirement process there have been site plans and developments that have requested to be brought into the new process where staff prepares an analysis based on the values listed in the updated Code to determine the water dedication requirement. This process does not match the requirements of the MOAPI documents that apply to the properties, and to allow these properties to follow the new code, the MOAPI must be amended.

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Detail of Issue/Request:

To follow the new water dedication requirements that promote water conservation, some existing projects would like to revise the MOAPI requirements related to water dedications. Other developers who are wanting to develop a site plan which falls within the purview of the current code which requires the water dedication requirement must update the MOAPI document that applies to the subdivision. This process is more complicated for site plans because the original signee of the document is often not the current landowner.

To support the Town's water conservation goals, projects that are proposed to be developed after this code amendment should follow the new water dedication requirements. Lot owners are wanting to follow this new process but since the original MOAPIs are written with the old dedication requirements it does not allow staff to process the site plans and other developments with the requirements of the new code. To provide flexibility to lot owners, staff request that narrowly limited administrative approval be granted to allow staff to update the MOAPI documents to include the opportunity to follow the new code. Since this will affect all site plans that developed with MOAPIs that do not contain the new requirements, all site plans would require an amendment to the MOAPI to reflect this change. To reduce the number of items that are being brought to the Board that do not require special provisions or requirements review, staff requests this administrative approval.

The new code language describes that the water dedication requirement will be determined through Town staff analysis per the tables added to the Municipal Code. Staff proposes this new administrative process so these items can be handled at the staff level given the authority of the Board.

Legal Comments:

The Town Attorney drafted the attached resolution.

Alternatives/Options:

The Board may decide to require all MOAPI amendments with this limited update be brought to the Board for consideration for any subdivision or site plan that is processed under the new dedication requirements.

Financial Considerations:

Not Applicable

Staff Recommendation:

Staff recommends approval of the attached resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-21**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
REGARDING AMENDMENT TO WATER DEDICATION REQUIREMENTS**

WHEREAS, in August 2023, the Town amended the water dedication requirements found in the Town’s Municipal Code (Code § 13-2-205, effective through Ordinance 1387); and

WHEREAS, a number of parties with existing Memoranda of Agreement for Public Improvements (“MOAPIs”) setting out water dedication requirements wish to amend their MOAPIs to allow them to utilize the Town’s new water demand analysis, and Town staff anticipate that such requests will continue; and

WHEREAS, the Town supports the ability to choose to dedicate water either under previous Town Code and/or MOAPI requirements, or the amended provisions found in Municipal Code § 13-2-205.

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

Section 1. Approval of Amendment to Water Dedication Requirements.

- a. All water rights dedications to the Town shall comply with either previous § 13-55.3 of the Town of Frederick Municipal Code as agreed to in an existing MOAPI, or § 13-2-205 of the Municipal Code, as codified by Ordinance 1387 in August 2023.
- b. Town staff may administratively approve an amendment to a previously-entered-into MOAPI to allow water dedication under Code § 13-2-205, effective through Ordinance 1387 in August 2023.
- c. Except as specifically amended pursuant to this Resolution, all provisions of the applicable MOAPI shall remain in full force and effect and shall be binding upon the parties.
- d. The mayor is authorized to approve by signature Town staff’s approval of amended water dedication requirements.
- e. All amendments pursuant to this Resolution shall be recorded to evidence the change in water dedication requirements.

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 _____, 2024.

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Interim Town Clerk

By _____
Tracie Crites, Mayor



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

Memorandum of Agreement for Public Improvements – Exhibit B Updates

Agenda Date: Town Board Meeting – March 26, 2024

Attachments: a. Resolution 24-R-22

Finance Review: Kurtis Adams
Finance Director

Submitted by: Sarah Watson
Civil Engineer

Approved for Presentation: Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:



Effective, Efficient & Strategic Government Operations – This request aligns with the Town’s goal by making the best use of the Board and staffs’ time by reducing the number of MOAPIs that are brought to the Board that do not require special provisions or requirements review and or approval.

Summary Statement:

As construction costs continue to escalate, the Public Improvement Cost estimates for development projects need to be updated if the cost estimate is older than 6 months to reflect current costs. This will ensure that the proper amount of funds is required for the public improvement guarantee.

Detail of Issue/Request:

One required exhibit for MOAPIs is Exhibit B, the Public Improvements to be Constructed. This lists the public improvements and the estimated cost to construct those improvements. This list of

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improvements is used to determine the value of the Public Improvement Guarantee. The guarantee is provided to the Town by the developer to secure the improvements that will be constructed by the developer. This guarantee can be used by the Town if improvements are not constructed, or an unsafe condition exists due to the construction that the developer cannot or will not address.

If Exhibit B is outdated the Town will not have a guarantee that will cover the total cost of the improvements. This could limit the Town's ability to repair issues that the developer will not or cannot repair. Review of the costs of improvements is completed by staff. The MOAPI document states that the estimated cost of improvements may increase in the future. The document also allows staff to request that the document be updated, and greater improvement guarantee be provided to cover that increase in cost. However, there is not a clear process outlined within the MOAPI for how Exhibit B will be updated within the document. In the past these types of updates or amendments have been processed administratively and by Board approval.

Staff requests that staff be allowed to administratively update Exhibit B if the cost estimate within the document is older than 6 months. By allowing staff to process these updates it would limit the MOAPI items coming to the Board to items that require consideration and input from the Board. These matters would include special requirements and provisions like those listed in Exhibit F which require Board input, review, and or approval.

Legal Comments:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

An alternative is to require all updates or amendments to be considered by the Board.

Financial Considerations:

The Town requires that 100% of the estimated cost of public improvements be provided as a public improvement guarantee. This clarification of the process for updating Exhibit B will allow staff to require the guarantee to be more accurate to the actual cost of the improvements.

Staff Recommendation:

Staff recommends approval of the attached resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 24-R-22**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING ADMINISTRATIVE AMENDMENT TO MEMORANDA OF
AGREEMENT FOR PUBLIC IMPROVEMENTS, EXHIBIT B, PUBLIC
IMPROVEMENTS TO BE CONSTRUCTED**

WHEREAS, the Town of Frederick’s Memoranda of Agreement for Public Improvements (“MOAPIs”) contain Exhibit B, “Public Improvements to be Constructed,” which sets forth estimates for the cost of a project’s public improvements; and

WHEREAS, the cost of improvements may increase from time-to-time based upon market forces; and,

WHEREAS, section 1.12(e) of the MOAPIs contemplates review and adjustment of such cost estimates by Town staff according to changes in the Construction Cost Index as published by the *Engineering News Record*, or that staff may require that the Developer provide updated cost estimates for Town approval; and,

WHEREAS, the purpose of this Resolution is to confirm that amendments to Exhibit B, Public Improvements to be Constructed, specifically cost estimates, may be administratively required and processed by Town staff.

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

Section 1. Amendments to Exhibit B, Public Improvements to be Constructed, of MOAPIs previously entered into and approved by the Town may be administratively required and processed by Town staff without the need for approval by the Board of Trustees.

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 SIGNED ____ DAY OF _____ 2024.

ATTEST:

TOWN OF FREDERICK

By: _____
Kelly Green, Interim Town Clerk

By: _____
Tracie Crites, Mayor