



## **Town of Frederick Board of Trustees Agenda**

Frederick Town Hall  
Board Chambers  
401 Locust Street  
Tuesday, April 28, 2020

**7:00 P.M.  
Regular Meeting**

**In order to promote social distancing and to protect the health and safety of our Board members, staff, and community this meeting will be conducted via Zoom Video Communications. Interested parties are encouraged to access the meeting either via the web or by telephone. The meeting information is as follows:**

Join Zoom Meeting

<https://zoom.us/j/95310069678?pwd=THRkZStYUWk4dWNDcDZnK2doc3Z1QT09>

Meeting ID: 953 1006 9678

Password: 290707

One tap mobile

+13462487799,,95310069678# US (Houston)

+16699006833,,95310069678# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 953 1006 9678

Find your local number: <https://zoom.us/u/ab4ZsIx0wD>

**Please contact Town Clerk Meghan Martinez for questions regarding the meeting. 720-382-5500 or [mmartinez@frederickco.gov](mailto:mmartinez@frederickco.gov)**

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## **Public Comment at a Virtual Meeting Board of Trustee Meeting**

Interested parties who would like to address the Board of Trustees during the Public Comment portion of the agenda may address the Board of Trustees virtually or in person. \*\*To address the Board in person, individuals may also appear at Town Hall (401 Locust Street Frederick, CO) and are asked to sign up on the sign-up sheet in the Board Room. Individuals who would like to attend virtually are asked to sign up to speak during public comment by emailing the Town Clerk at [mmartinez@frederickco.gov](mailto:mmartinez@frederickco.gov). Individuals are asked to provide the Town Clerk the following information:

1. Name
2. Address
3. Topic for Comment
4. Phone Number or Name that will be utilized in the zoom meeting application
5. Any documents that will be shared in the meeting.

The Town Clerk will verify your attendance prior to the meeting and will test your connection and microphone.

If there are public hearings scheduled for the Board of Trustee meeting, individuals who wish to address the Board of Trustees virtually are asked to contact the Town Clerk via email at [mmartinez@frederickco.gov](mailto:mmartinez@frederickco.gov) by 5:00 PM on date of the meeting. Individuals are asked to provide the Town Clerk the following information:

1. Name
2. Address
3. Public Hearing Item for Comment
4. Phone Number or Name that will be utilized in the zoom meeting application
5. Any documents that will be shared in the meeting

\*\*Individuals that would like to attend the meeting at Town Hall are asked to sign up on the public comment sheet in the board room.

Any individual who is attending the meeting and wishes to be address the Board of Trustees during Public Comment or a Public Hearing may utilize the “raise your hand” feature in the Zoom Meeting App.

How to raise your hand in Zoom

1. During the meeting, click on the icon labeled “Participants” at the bottom center of your PC or Mac screen
2. At the bottom of the window on the right side of the screen, click on the button labeled “Raise Hand.”



3. Your digital hand is now raised. Lower it by clicking the same button, now labeled “Lower Hand”
4. If you are on a mobile device, simply tap “Raise Hand” at the bottom left corner of the screen. The lower hand icon will turn blue and the text below it will switch to say “Lower Hand” while your hand is raised.

**\*\*In the interest of public safety in person attendees will be asked to wear a mask, have their temperature taken by the Frederick PD and sanitize their hands up entry to the building. Town Staff will be on hand to assist attendees\*\***



## **Town of Frederick Board of Trustees Agenda**

Frederick Town Hall  
Board Chambers  
401 Locust Street  
Tuesday, April 28, 2020

**7:00 P.M.**

### **Call to Order – Roll Call:**

### **Pledge of Allegiance:**

### **Approval of Agenda:**

### **Special Presentations:**

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

### **Staff Reports:**

- A. Administrative Report – Bryan Ostler, Town Manager
- B. Town Clerk’s Report – Meghan Martinez, Town Clerk

### **Old Business of the Old Board:**

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

- C. Approval of April 14, 2020 Minutes – Meghan Martinez, Town Clerk

### **Action Agenda:**

- D. Resolution 20-R-30 Authorizing the Town Manger to Execute an Agreement with RME LTD., LLC DBA Elite Surface Infrastructure for the Town’s 2020 Pavement Maintenance Program – Jason Berg, Engineer
- E. Resolution 20-R-31 Authorizing the Town Manager to Execute an Agreement with Stone and Concrete, Inc. for the Town’s 2020 Concrete and Alleyway Maintenance Program – Jason Berg, Engineer

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- F. Resolution 20-R-32 Authorizing the Town Manager to Execute an Agreement with Vance Brothers, Inc. for the Town's 2020 Seal Project Pavement Maintenance Program – Jason Berg, Engineer

**Mayor and Trustee Reports:**

**Seating of Newly Elected Board Members:**

**New Business for the New Board:**

**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

- G. Appointing Various Officers – Meghan Martinez, Town Clerk

1. Resolution 20-R-33 Appointing a Town Manager – Rick Samson, Town Attorney
2. Resolution 20-R-34 Appointing a Treasurer – Bryan Ostler, Town Manager
3. Resolution 20-R-35 Appointing a Town Attorney – Meghan Martinez, Town Clerk
4. Resolution 20-R-36 Appointing a Town Clerk – Rick Samson, Town Attorney
5. Resolution 20-R-37 Appointing a Municipal Judge – Rick Samson, Town Attorney

**Action Agenda:**

- H. Resolution 20-R-38 Authorizing the Town Manager to Execute an Agreement with Ridgeline Construction, Inc. DBA Performance Recreation for Park Improvements at the Coalridge Neighborhood Park – Jennifer Simmons, Planning Director

**Discussion Agenda:**

- I. Board of Trustee Vacancy – Tracie Crites, Mayor

**Mayor and Trustee Reports:**

**Work Session:**



# Town of Frederick Memorandum

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TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: April 28, 2020

CC: Town Staff  
Local Media

**SUBJECT: Departmental Report**

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Upcoming Board of Trustees Work Sessions – If there are topics that the Board would like staff to schedule for discussion, please let me know. The following topics are recommended for Board discussion (all meetings will be held in the Town Board Chambers unless otherwise indicated):

- May 5, 2020 – Work Session
  - May 12, 2020 – Regular Meeting
  - May 19, 2020 – Work Session
  - May 26, 2020 – Regular Meeting
- 

## **Police Department**

- *Community Service Officer (CSO)* – Shane Arnspiger has recently completed a competitive selection process and has accepted a position as a CSO. This position was vacated when CSO Semmens left for a similar position with another agency. Shane has over 20 years of law enforcement experience with the Jefferson County Sheriff's Office and is very excited to be part of the Frederick team.
- *Police Officer Positions* – The department continues to recruit and interview police officer candidates in search of qualified candidates. Video interviews are being conducted by a small panel of supervisors and successful candidates move to the background stage of hiring.
- *Computer Aided Dispatch (CAD) Update* – Weld County Regional Communication (WCRC), our dispatch provider, is currently in the RFP process of upgrading the current CAD system. WCRC has narrowed the possibilities down to four vendors. SGT Bedsaul will represent the department in the evaluation process. This will be a long process with many working parts and many different agencies involved. However, this may provide a practical solution to the department's Record Management System needs. This project would have a target "go live" date in late 2021.

## **Administration**

- *Recruiting and Hiring* – Jenna Brethauer was chosen as the Communications and Engagement Intern for the summer and will begin her internship on May 26. Jenna is a Political Science major at the University of Colorado, Boulder, and has experience with social media and event planning. Welcome, Jenna!
- *Website Redesign* – A redesign of the Town's website is underway with the first round of revisions sent. Project is on schedule.

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- *Communications and Engagement* – Updates dedicated to COVID-19 resources, information and Town updates are at [www.FrederickCO.gov/Covid19](http://www.FrederickCO.gov/Covid19).
- *Social Media* - Focused on sharing reliable COVID-19 resources, Census promotion, Transportation Master Plan survey, Safe Routes To School project updates, local business support and a new “Faces of Frederick” campaign.
- *Events Status* – At this time, due to the COVID-19 pandemic, some town events have been impacted through May.
  - Tree Sale: Trees were picked up on April 17 and April 18.
  - Arbor Day: Almost 300 trees were donated to SVVSD students.
  - Finale Friday & Farmers Market: Working with Weld Co. Health Department for guidelines to conduct small, food only market on May 29.
  - Frederick In Flight: Phone meetings with balloonmeister to make decision on event status. Final decision in mid-May.
  - Chainsaws & Chuckwagons: Carvers have been selected, rentals secured, entertainment booked and are actively seeking food trucks.
  - Miners Day: Entertainment has been booked, and rentals and bounce houses secured. Vendors are starting to submit applications.

### **Public Works**

- *Streets* – Crews made repairs on speed limit sign on Tipple Parkway and also a STOP sign on Bella Rosa and Aggregate.
- *Parks* – Public Works team members have been checking all Town maintained parks for trash and pet pick up bags twice a week. Crews made temporary repairs to the fence at FRA after a large amount of damage was done at the park. The damage included trees being broken off at ground level, trash can lids thrown in the parking lot, wood carvings being broken, pet pick-up posts and holders being broken off and thrown into the lake, and vinyl fence being broken from the dog park all the way down to Bella Rosa Parkway. We are in the process of getting estimates for the damages. Crews have started aerating some of the parks and doing some maintenance in preparation for park mowing and irrigation.
- *Water*- Crews completed water meter reads for monthly billing for April. Crews completed a pressure test and PRV adjustment at 5522 Pinto Street. Performed a recalibration of meters that were not reading.
- *Buildings* – Crews assisted in disinfecting and cleaning Town Hall and assisted in moving election boxes back down to the basement in Town Hall.
- *Stormwater* – Crews checked inlets and outlets for storm water drainage.
- *Miscellaneous* – On Thursday April 16, crews were sent to Windsor to pick up trees for the tree sale. On Friday and Saturday, crews assisted in the tree pick up that was held at the Public Works facility.

### **Planning Department**

- *Park Development* – Progress is being made at both the skate park and fitness court installation. At the skate park, work is ongoing on the street course and public art will begin to be installed within the next six weeks. The intermediate bowl has been framed and concrete will begin to be poured in this area in the next week. The beginner and professional bowls will follow work in these areas. The concrete has been poured for the fitness court and must cure until May 1. After that, flooring will be installed and then the equipment can be installed.
- *Parks, Open Space, and Trails Master Plan Update* – Work has begun on the update to the Parks, Open Space, and Trails Master Plan. MIG, the consultant, has begun collecting background information and has visited the facilities within the Town. A meeting with the Parks, Open Space, and Trails Commission will occur (virtually if necessary) in May. We’re excited to have this process underway.
- *Development Applications* – The development review process has a few steps land use applications go through prior to submitting an application such as a pre-application meeting and neighborhood meeting. There are eleven projects that have completed the pre-application step. Eleven projects

have completed the neighborhood meeting, allowing them to submit an application. The following applications have been accepted for review and are now quasi-judicial.

<b><i>Project Name (Date of Application)</i></b>	<b><i>Subdivision</i></b>	<b><i>General Location</i></b>	<b><i>Brief Description</i></b>
Bear Industrial Park Replat 5, Block 1, Lot 1 – 4021 Kodiak Ct. Site Plan (02/18/2020)	Bear Industrial Park	4021 Kodiak Court	Site plan for a 1,000 square foot facility with outdoor storage.
Bear Industrial Park, Block 1, Lot 3 - Guardian Storage Sign Design Program Alternative	Bear Industrial Park	9051 Bruin Boulevard	Request to modify their signs beyond what the Code allows.
Carriage Hills Filing 1 Replat A (03/15/2020)	Carriage Hills	Generally, north of Highway 52, west of Frederick Way	Replat to adjust lot sizes and remove alleyways.
Carriage Hills Marketplace Filing 1, Subdivision Amendment, Conditional Use, and Site Plan (10/07/19)	Carriage Hills Marketplace	6731 Highway 52, Generally, east of 7-11 and Napa on Frederick Way, north of Highway 52	Subdivision amendment, conditional use, and site plan for a Ziggi's Drive Through (624 square feet) and site plan for a 5,000 square foot commercial building.
Clearview Villages Zoning Amendment, Preliminary Development Plan, Final Development Plan, Preliminary Plat and Final Plat (11/18/19)	Clearview Villages	Generally, at the southwest corner of Silver Birch Boulevard and Godding Hollow Parkway	Zoning amendment, development plan and plat on approximately 102 acres.
Del Camino South Replat C Lot 1, SNS Ironworks Amended Site Plan (03/16/2020)	Del Camino South	4250 Salazar Way	Site plan amendment to add structures within the approved outdoor storage area.
Dreamers Ridge II Annexation (12/02/19)	Dreamers Ridge II Annexation	Generally, at the southwest corner of Aggregate Boulevard and Godding Hollow Parkway	Annexation and subdivision of approximately 36.5 acres with a zoning of Residential Estate.
Eagle Business Park Filing 3, Lot 1B – Black Diamond Site Plan (10/21/19)	Eagle Business Park Filing 3	7400 Eagle Boulevard	Site plan for a 11,800 square foot office/warehouse.
Eagle Business Park Filing 4B, Lot 3 – Colorado West Equipment, Inc Conditional Use (10/07/19)	Eagle Business Park Filing 4B	4970 Eagle Place	Conditional use and site plan for a 16,019 square foot office/warehouse.
Frederick West Business Park Filing 3, Block 3, Lot 1 – Wadsworth Site Plan and Subdivision Amendment (01/17/2020)	Frederick West Business Park	7990 Miller Drive	Subdivision amendment and site plan for a 24,616 square foot office and maintenance facility.

<b><i>Project Name (Date of Application)</i></b>	<b><i>Subdivision</i></b>	<b><i>General Location</i></b>	<b><i>Brief Description</i></b>
Glacier Business Park 4 <sup>th</sup> Filing Block2, Lot 3, G2 Motor Cars Conditional Use (03/03/2020)	Glacier Business Park	3770 Eureka Way	Conditional use for a used auto sales.
Glacier Business Park 4 <sup>th</sup> Filing Block2, Lot 3, G2 Motor Cars Conditional Use (03/03/2020)	Glacier Business Park	3770 Eureka Way	Conditional use for a used auto sales.
Glacier West Business Park Lot 9B – Ziggi’s West Subdivision Amendment, Conditional Use and Site Plan	Glacier West Business Park	3450 Highway 52	Subdivision amendment, conditional use, and site plan for a Ziggi’s Drive Through (624 square feet).
HCT Annexation – McDonald Farms Zoning and Site Plan	HCT Annexation	7440 East I-25 Frontage Road	Zoning of approximately 136.3 acre property and documentation of the existing site.
Hepp Farm – Gooch Zoning Amendment and Subdivision Amendment (03/02/2020)	Hepp Farm	Generally, ¼ mile north of Bella Rosa Parkway and west of Silver Birch Boulevard	Zoning amendment to apply zoning and subdivision amendment to create 2 residential lots.
Hidden Creek Amendment 4 (04/06/2020)	Hidden Creek	Generally, north of Tipple Parkway, east of Ridgeway Boulevard	Subdivision Amendment to revise the location of 35 lots within the subdivision. The net change in the number of lots is 0.
Nelson Lakes Subdivision MOAPI Amendment and Construction Plan Review (10/17/19)	Nelson Lakes	Generally, north of CR 16 ½ and west of CR 3 ¼	Amendment to the existing MOAPI and review of construction plans.
Nelson Wells – Kerr McGee (07/15/19)	Lanson Farm	Generally, south of Tipple Parkway, ½ mile west of Silver Birch Boulevard	Special use permit for 24 new wells
Old Town Block 17, Lot 11 – 141 5 <sup>th</sup> Street Site Plan Amendment (04/15/2020)	Old Town	141 5 <sup>th</sup> Street	Site plan amendment to add approximately 500 square feet.
Old Town Block 21, Lot 6 – 502 Walnut Street Site Plan (08/29/19)	Old Town	Generally, the southeast corner of 5 <sup>th</sup> Street and Walnut Street	Site plan for an approximately 3,723 mortuary.
Prosperity Preliminary Plat (05/06/19)	Prosperity	South of Tipple Parkway/CR 16, ¼ mile east of Ridgeway Boulevard/CR 15	Preliminary plat for 207 single family residential lots.

<b><i>Project Name (Date of Application)</i></b>	<b><i>Subdivision</i></b>	<b><i>General Location</i></b>	<b><i>Brief Description</i></b>
Raspberry Hill Business Park Lots 4 & 5 Site Plans (10/21/19)	Raspberry Hill Business Park	Generally, north of Godding Hollow Parkway and west of Raspberry Way	Site plans for each lot consisting of 2 buildings approximately 20,250 square feet each.
Raspberry Hill Business Park Replat A, Lot 7A – Stapp Toyota Site Plan Amendment	Raspberry Hill Business Park	8019 Raspberry Way	Amendment to an existing site plan to add covers over parking area
Silverstone Filing 5 Plat and Final Development Plan (02/03/2020)	Silverstone	Generally, north of Highway 52 and east of William Bailey Avenue	Plat to create 3 lots.
Silverstone Filing 5 Tract A, Circle K Site Plan (04/20/2020)	Silverstone	Generally, the northeast corner of William Bailey Avenue and Highway 52	Site plan for a 5,187 square foot convenience store, 2,100 car wash, and gas facility.
Sonic Site Plan (07/05/16)	Halleck	North of Tipple Pkwy/West of Colorado Blvd	Site plan for a 2,478 square foot restaurant with a drive in and drive through.
Tops Business Park Lots 1, 2, and 5 Site Plan (05/16/18)	Tops Business Park	South of Hurt St/West of Colorado Blvd	Site plan for expansion of the existing storage facility.

### **Finance Department**

- *2019 Audit* – The 2019 audit field work was completed the week of April 12. The final audit is expected to be completed by late June. The Town is required to submit a copy of the audit to the State Auditor’s office by June 30.
- *2020 Budget* – The 2020 Budget document is now available on the Town’s website. It has also been submitted to Government Finance Officers Association (GFOA) for consideration for the Distinguished Budget Award. The Town’s 2017, 2018 and 2019 budgets have previously been recognized by GFOA for this award.
- *2019 CAFR* – Work on the 2019 Comprehensive Annual Financial Report (CAFR) document is underway. The document will be completed by June 30, 2020

### **Engineering Department**

- *COVID-19 Engineering* – Engineering staff is working remotely. There has been a greater focus on development review and project administration tasks.
- *COVID-19 Building* – Building Staff continues to process permits and perform inspections on a limited basis. Buildings must be of new construction and unoccupied to get an inspection. Midroof inspections are not required at this time.
- *Thunder Valley K-8 Multiuse Trail Project (SRTS Grant) (no change)* – The Town approved a contract for construction at the January 14 Board meeting with Concrete Works of Colorado (CWC). Equipment has mobilized and construction has begun. Current construction trail work is on the eastern side of Ridgeway Blvd along the Savannah Subdivision. The submitted schedule has this project completing construction in early August prior to school starting.
- *Stormwater Master Plan (no change)* – Frederick and Dacono jointly submitted a Department of Local Affairs Energy Impact Grant application in December 2019 to develop a stormwater master plan. The application was reviewed and selected to advance to the presentation stage. A presentation was made by Engineering Director Kevin Ash and Dacono staff to the DOLA Board on March 18. On April 3, the Town received notification that they were awarded funding! We are

now developing a request for proposal to procure a consultant with expertise in stormwater to create our master plan.

- *Transportation Master Plan* – A contract has been approved to Felsburg, Holt and Ullevig (FHU) to develop a Town of Frederick Transportation Master Plan. This project continues and the consultant is working with staff to determine alternative ways to engage the public for feedback. A Zoom Meeting for the PAC Committee occurred on April 15. A community survey will be coming out soon.
- *2020 Asphalt Seal Project (no change)* – This year's project includes crackseal, slurry seal and chip seal applications for multiple areas around Town. A recommendation to award a construction contract is anticipated for the April 28 Board meeting. A more detailed construction schedule will be provided once a contract has been awarded.
- *2020 Pavement Maintenance Project (no change)* – This year's project includes asphalt patching, mill and overlays and road reconstruction for multiple areas around Town. A recommendation to award a construction contract is anticipated for the April 28 Board meeting. A more detailed construction schedule will be provided once a contract has been awarded.
- *2020 Concrete Alley Program (no change)* – This year's project is for construction of a concrete alley between 6<sup>th</sup> and 7<sup>th</sup> Streets from Elm to Locust. A recommendation to award a construction contract is anticipated for the April 28 Board meeting.
- *Milavec Aerators* – Three new aerators were successfully installed at the lake on April 14 and 15. These aerators float on the surface of the water unlike the current aerators that push air up from the bottom of the lake. It should be understood that as the aerators increase circulation it will mix materials from different layers in the lake. There is a strong likelihood that the odor will initially get worse until the nutrients stabilize and the algae is no longer able to grow at large levels. This is one step in addressing the algal bloom and odor issues at the lake.

### **Golf Course**

- *Golf Tips and Course Updates* – Starting in late April, there will be a weekly golf tip video and golf course update posted on the Bella Rosa and Frederick Facebook pages. These are designed to engage people and provide updates on the status of the golf course.
- *Golf Events* – Our early season events have been impacted due to the COVID-19 facility closure. These events have been pushed later into the season, but we are working to host events such as our Open House, Opening Day Scramble, Glow-Ball tournament and our junior golf programs.
- *Greens Renovation Project* – The construction project to repair vandalized greens (holes #1, #2 and #9) have made considerable progress. The greens have been completely cored out, refilled with new drainage and material, and sod is expected to be planted by the end of April. Once the sod takes, golfers can play on them by mid-May.



# Town of Frederick Memorandum

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TO: Honorable Mayor Tony Carey and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: April 24, 2020

**SUBJECT: Town Clerk's Report**

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- *Liquor Licensing*
  - The following renewals are being reviewed
    - 7-Eleven
- *April 7, 2020 Regular Municipal Election*
  - Conducted the final canvass with Mayor Carey.
  - Final results will be forwarded to DOLA
- *Records Requests*
  - We continue to see more and more records requests and staff is working to respond to those requests as quickly as possible. Requests have included the following topics:
    - Documents related to the Shores at Plum Creek Metro District
    - Property Records
    - Building Permit Information
- *Scholarship Commission*
  - Attended interviews with applicants for the 2020 Scholarship
  - Working with commission on recommendations for scholarship awards
- *Skate park Art*
  - Working with staff and two artists to complete contracts to complete art in the park
  - Working with planning on the decorative center piece for the park

**Built on What Matters.**



# Town of Frederick Board of Trustees

Regular Virtual Board Meeting Minutes

Frederick Town Hall, 401 Locust Street

April 14, 2020

**Call to Order:** At 7:00 p.m. Mayor Carey called the meeting to order and requested roll call.

**Roll Call:** Present were Mayor Carey, Mayor Pro Tem Brown and Trustees ONeal, Crites and March. Trustee Figurilli and DeSantis were not present. Also present were Town Attorney Rick Samson, Town Manager Bryan Ostler and Town Clerk Meghan Martinez.

**Pledge of Allegiance:** Mayor Carey invited everyone to join in the Pledge of Allegiance.

### **Public Comment:**

Mayor Carey announced that no one had signed up for public comment either in person or on the Zoom Application.

### **Staff Reports:**

**Administrative Report:** Town Manager Bryan Ostler provided a written report.

**Town Clerk's Report:** Town Clerk Meghan Martinez provided a written report.

### **Consent Agenda:**

Motion by Trustee ONeal and seconded Trustee Crites to approve the consent agenda which consisted of the following items:

- March 10, 2020 Minutes
- List of Bills
- Resolution 20-R-23 Amending the Emergency Meeting Procedures
- Resolution 20-R-24 Emergency Meeting Procedures for the Planning Commission
- Ordinance 1338 Amending Chapter 4, Article VIII, Section 4-161, 4-165 and 4-166 of the Frederick Municipal Code Regarding Scholarships

Upon roll call vote, motion passed unanimously.

### **Action Agenda:**

**Resolution 20-R-25 Amending the Lower Boulder Cash-in-Lieu Fee and Thereby Amending the Lower Boulder Preferred Water Share Fee as set forth in the Adopted Fee Schedule:** Mayor Tony Carey presented the proposed resolution. Motion by Mayor Pro Tem Brown and seconded by Trustee Crites to approve Resolution 20-R-25. Upon roll call vote, motion passed unanimously.

**Public Hearing Resolution 20-R-26 Authorizing the Second Amendment to the Shores at Plum Creek Metro District Nos. 1-10 Service Plan:** Planning Director Jennifer Simmons and Special Counsel Jim Hunsaker addressed the proposed resolution.

At 7:09 Mayor Carey opened the public hearing.

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At 7:09 Mayor Carey closed the public hearing.

Motion by Mayor Pro Tem Brown and seconded by Trustee Crites to approve Resolution 20-R-26. Upon roll call vote, motion passed unanimously.

Public Hearing Resolution 20-R-27 Authorizing the First Amendment to the Hinkle Farms Metro District Service Plan: Planning Director Jennifer Simmons and Special Counsel Jim Hunsaker presented the proposed resolution.

At 7:18 Mayor Carey opened the public hearing.

At 7:18 Mayor Carey closed the public hearing.

Motion by Mayor Pro Tem Brown and seconded by Trustee Crites to approve Resolution 20-R-27. Upon roll call vote, motion passed unanimously.

Public Hearing Resolution 20-R-28 Authorizing the Fourth Amendment to the Wyndham Hill Metropolitan District Consolidated Service Plan: Planning Director Jennifer Simmons and Special Counsel Jim Hunsaker presented the proposed resolution.

At 7:26 Mayor Carey opened the public hearing.

Chuck Burr, 2909 Saratoga Trail Frederick, addressed the amendment and expressed his opposition and concerns.

Mike Mueller, 6201 Saratoga Trail Frederick, addressed the amendment and expressed his opposition and concerns.

John Parker, 6425 Eagle Butte Frederick, voiced is objections to the hearing and his opposition to the proposal.

Charles Wolfersberger, 12210 Brighton Road #8 Henderson, voiced objections to the district and opposition to the proposal.

At 8:08 Mayor Carey closed the public hearing.

Steve Raine, 2500 Arapahoe Avenue Boulder, spoke on behalf of the applicant and requested approval.

Motion by Trustee Crites and seconded by Trustee March to approve Resolution 20-R-28. Upon roll call vote, motion passed 3-2 with Mayor Pro Tem Brown and Trustee ONeal voting no. Mayor Carey voted yes as the vote was a tie.

Public Hearing Resolution 20-R-29 Authorizing the Formation of the Wyndham Hill Metropolitan District No. 4: Planning Director Jennifer Simmons and Special Counsel Jim Hunsaker presented the proposed Resolution.

At 8:19 Mayor Carey opened the public hearing.

At 8:19 Mayor Carey closed the public hearing.

Motion by Mayor Pro Tem Brown and seconded by Trustee ONeal to approve Resolution 20-R-29. Upon roll call vote, motion passed unanimously.

**Mayor and Trustee Reports:**

Trustee March: He hoped everyone is staying healthy. Thank you to Bryan for the work staff is doing to keep us running.

Trustee ONeal: He asked about the voucher program in lieu of clean-up day. Town Manager Ostler is working on gathering information. He commended all the Town employees for their hard work throughout this.

Mayor Pro Tem Brown: She echoed comments and appreciation for Bryan and Town Staff.

Trustee Crites: Nothing at this time.

Mayor Carey: He thanked Meghan on a well-run election. He thanked Laura for her service, he appreciates having the opportunity to work with her.

Motion by Mayor Pro Tem Brown and seconded by Trustee Crites to go into executive session 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 water and economic development. Upon roll call vote, motion passed unanimously.

At 8:34 Mayor Carey recessed the meeting to go into executive session.

At 8:55 Mayor Carey reconvened the meeting.

There being no further business of the Board, Mayor Carey adjourned the meeting at 8:55 p.m.

ATTEST:

Approved by the Board of Trustees:

\_\_\_\_\_  
Tony Carey, Mayor

\_\_\_\_\_  
Meghan C. Martinez, CMC, Town Clerk



# TOWN OF FREDERICK

## Board of Trustees

### Action Memorandum

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rocky Figurilli, Trustee  
Salvatore "Sam" DeSantis, Trustee

Tracie Crites, Trustee  
Rusty O'Neal, Trustee  
Dan March, Trustee

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### Consider Awarding a Contract for the 2020 Pavement Maintenance Program

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**Agenda Date:** Town Board Meeting – April 28, 2020

**Attachments:**

- a. Bid Tabulation
- b. Contract
- c. Project Maps
- d. Resolution 20-R-30

**Finance Review:** \_\_\_\_\_  
Finance Director

**Submitted by:** Jason Berg  
Civil Engineer, EI

**Approved for Presentation:**   
Town Manager

Quasi-Judicial       Legislative       Administrative

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### **Summary Statement:**

Bids for the 2020 PAVEMENT MAINTENANCE PROGRAM were opened on April 4, 2020, and staff is providing a recommendation for the award of this project to the lowest responsible bidder.

### **Detail of Issue/Request:**

Staff has identified areas within the Town of Frederick requiring pavement maintenance as part of the continuing effort to maintain and improve a critical part of the overall community infrastructure of the Town. The maintenance of asphalt pavement will preserve integrity and expand the life of the roadway preventing more drastic and costly maintenance treatment methods in the future. This specific project involves patching, 1.5-inch mill and overlay, and roadway segment reconstruction.

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The Invitation to Bid was issued March 16, 2020, and advertised two consecutive weeks. The bid opening was April 4, 2019. Two bids were received; staff reviewed the bids, each of the contractor's qualifications and contacted references.

Staff is recommending the contract award go to RME Ltd., LLC dba Elite Surface Infrastructure as the lowest qualified bidder.

**Legal/Political Considerations:**

Staff followed the Town's Purchasing Manual procedures. The Town Attorney has drafted the resolution.

**Alternatives/Options:**

The Town has the option of awarding the contract for this work to the lowest responsible bidder, to negotiate with the lowest responsible bidder, to reject any and all quotes and not proceed with the pavement maintenance project this year, or re-bid a different contract scope with budgeted funds.

**Financial Considerations:**

The Street and Alley Fund includes budgeted funds for the Pavement Maintenance Program in the total amount of \$930,000. This contract award is for \$474,477.50.

**Staff Recommendation:**

Staff recommends that the Board approve the attached resolution.

**Bid Summary**  
**Frederick 2020 Pavement Maintenance Program**

<b>BID SCHEDULE</b>			
<b>Item</b>		<b>Unit</b>	<b>Quantity</b>
<b>Site Work</b>			
1	Mobilization	LS	1
2	Traffic Control	LS	1
3	Removal of Asphalt Mat	SY	4,450
4	Patching (HBP) (GR SX) (3.5-inch)	SY	650
5	Patching (HBP) (GR SX) (6-inch)	SY	2,600
6	Mill and Overlay (1.5-inch ) (HBP) (GR S and SX)	SY	21,000
7	Reconstruction (6-inch) (12-inch Class 6)	SY	1,200
8	Striping (Epoxy Paint)	GAL	50
<b>Total Project Cost:</b>			

<b>Elite Surface Infrastructure</b>	
<b>Cost</b>	<b>Extension</b>
\$ 31,000.00	\$ 31,000.00
\$ 45,100.00	\$ 45,100.00
\$ 8.80	\$ 39,160.00
\$ 21.35	\$ 13,877.50
\$ 35.85	\$ 93,210.00
\$ 8.45	\$ 177,450.00
\$ 56.40	\$ 67,680.00
\$ 140.00	\$ 7,000.00
	<b>\$ 474,477.50</b>

<b>Asphalt Specialties, Inc.</b>	
<b>Cost</b>	<b>Extension</b>
\$ 30,000.00	\$ 30,000.00
\$ 50,000.00	\$ 50,000.00
\$ 9.80	\$ 43,610.00
\$ 37.00	\$ 24,050.00
\$ 64.00	\$ 166,400.00
\$ 10.00	\$ 210,000.00
\$ 62.50	\$ 75,000.00
\$ 140.00	\$ 7,000.00
	<b>\$ 606,060.00</b>

# SECTION 00520

## AGREEMENT

STATE OF COLORADO \_\_\_\_\_ )  
 ) ss  
COUNTY OF WELD \_\_\_\_\_ )

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Frederick, Colorado, party of the first part, hereinafter called the "OWNER", and RME LTD., LLC dba Elite Surface Infrastructure a Corporation of \_\_\_\_\_, State of Colorado, hereinafter called the "CONTRACTOR", party of the second part,

WITNESSETH, that whereas the OWNER intends to construct the 2020 Pavement Maintenance Program, hereinafter called the "Work", in accordance with the Drawings, Specifications, and other Contract Documents prepared by the Town of Frederick.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

1. The CONTRACTOR agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Work, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Agreement, including the following Addenda:

Addendum No.	Date
1	3/27/2019
2	3/30/2019

- a) **Contract Time:** The CONTRACTOR agrees to commence work under this Contract in accordance with the written Notice to Proceed, and to finally complete the Work within 90-calendar days of the commencement of the Contract Time as defined in the General Conditions of the Contract.
- b) **Sub-Contractors:** The CONTRACTOR agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between the Subcontractor and the OWNER.
- c) **Additional Work:** Prior to incorporation of any change order into the Contract, or the performance of additional work, OWNER must make appropriations for any increase to the Contract Amount.

2. The OWNER agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Agreement, and in accordance with the Contract Documents, the Contract Amount of: \$ 474,477.50, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General and Supplementary Conditions, all in accordance with the terms as stated in the Contract Documents.
  - a) Progress Payments will be made in accordance with the General and Supplementary Conditions of the Contract Documents.
  - b) Progress Payments will be in the amount equal to 95% of the calculated value of the Work completed. The amount retained as provided above will be withheld by the OWNER until completion of the Agreement to ensure faithful completion of the Work under the terms of the Contract Documents.
  - c) Upon completion and acceptance of the Work in accordance with the Contract Documents, OWNER shall pay the remainder of the Contract Amount after publication by the OWNER in accordance with Colorado statutory requirements.

3. Contract Documents

It is hereby mutually agreed that the following list of instruments, plans, specifications, and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidenced and constitute the Agreement between the parties hereto, and they are fully a part of the Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Bid Proposal
- b) Notice of Award
- c) Agreement
- d) Performance and Payment Bonds
- e) Certificates of Insurance, Policy Endorsement
- f) Notice to Proceed
- g) General Conditions
- h) Supplementary Conditions
- i) Technical Specifications
- j) Construction Drawings
- k) Addenda

4. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that the OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph 1.a) above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$ 2,000 for each calendar day that expires after the time specified in paragraph 1.a) for final completion until the Work is finally complete.

5. Contractor Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- b) CONTRACTOR has studied carefully the Contract Documents and all other items otherwise affecting cost, progress or performance of the Work which were relied upon by the Engineer in the preparation of the Contract Drawings and Specifications and which have been identified in the Supplementary Conditions as a part of the Contract Documents.
- c) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.b) as he deems necessary for the performance of the Work at the Contract Amount, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- d) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- e) CONTRACTOR has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

6. Miscellaneous

- a) Terms used in this Formal Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c) OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- d) No mechanic, contractor, sub-contractor, material supplier or other person can or will contract for or in any manner have or acquire any lien upon the Work covered by this Agreement, or the land upon which the same is situated.
- e) The amount of money appropriated by the contracting public entity, for public works projects, is equal to or in excess of the Contract Amount.
- f) The Agreement prohibits the issuance of any written Modification or other form of order or directive by the Owner requiring additional commensurate Work to be performed, which Work causes the aggregate amount payable under the Agreement to exceed the Contract Amount appropriated for the original Agreement, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under remedy-granting provisions in the Agreement.

SIGNATURES:

OWNER: Town of Frederick, Colorado DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ TITLE: \_\_\_\_\_

Address for giving notices:

401 Locust Street  
P.O. Box 435  
Frederick, Colorado 80530

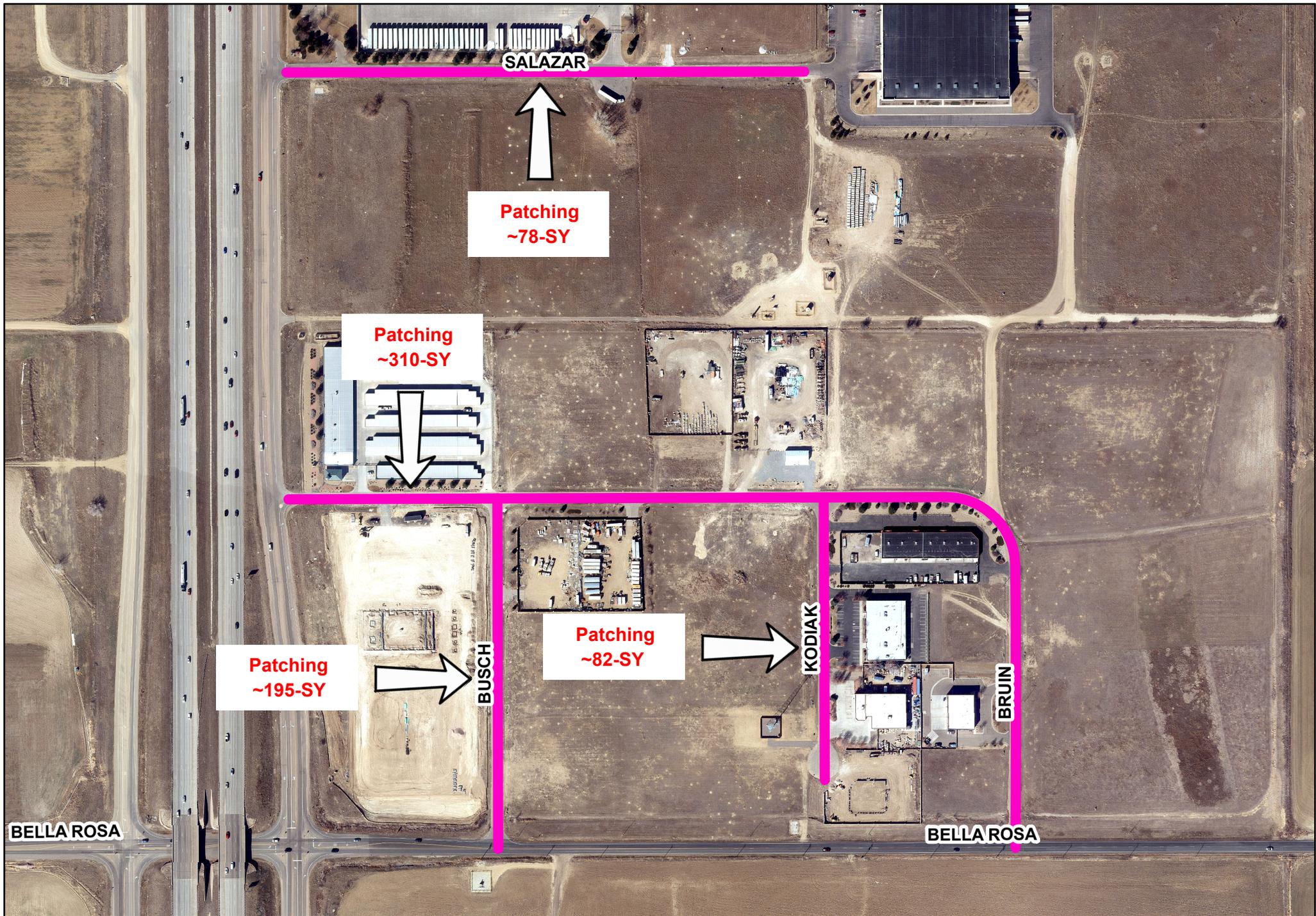
CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ TITLE: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_



SALAZAR

Patching  
~78-SY

Patching  
~310-SY

Patching  
~195-SY

Patching  
~82-SY

KODIAK

BRUIN

BELLA ROSA

BELLA ROSA



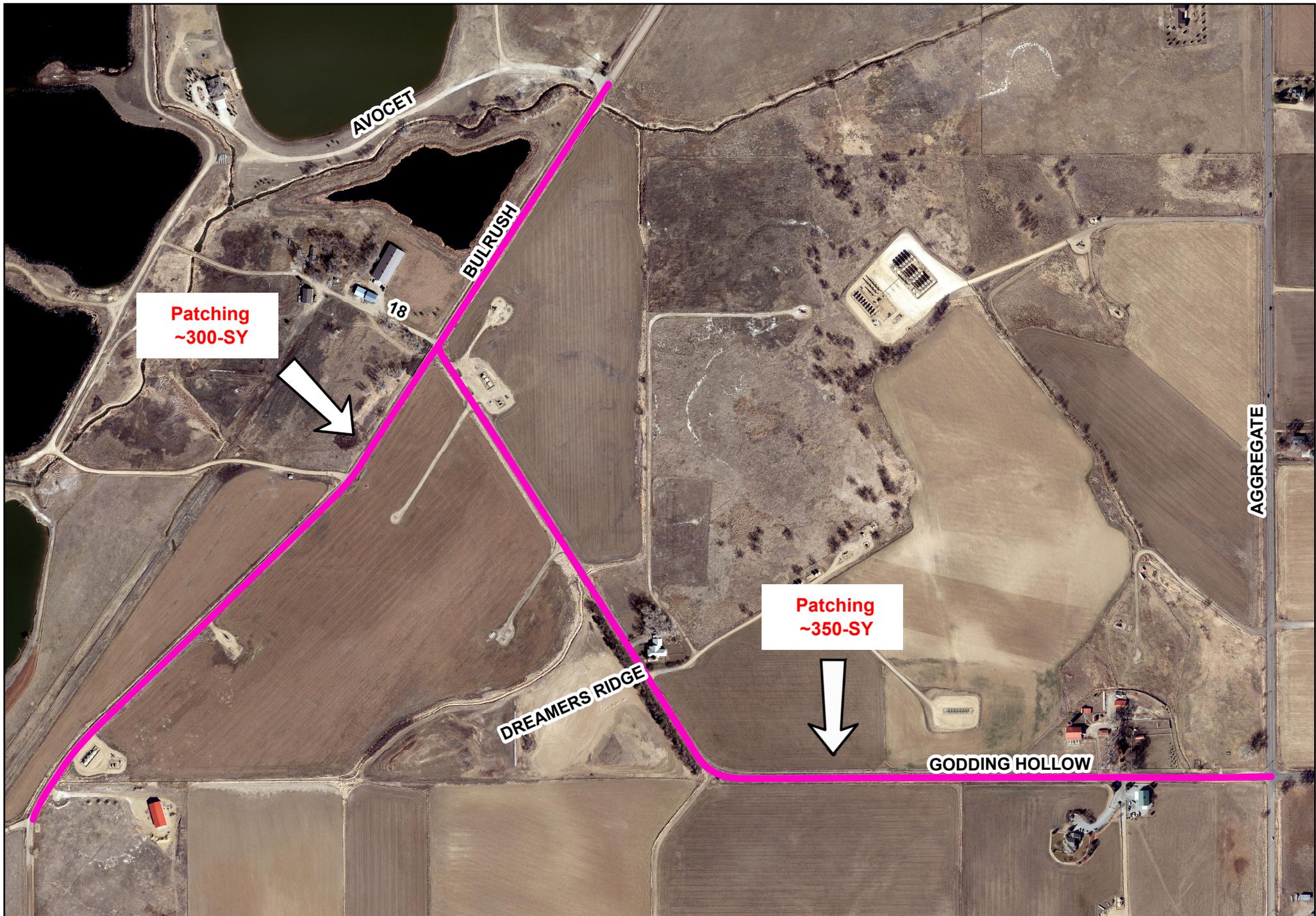
0 0.0325 0.065 0.13 Miles

Bear Industrial Park

TOWN OF FREDERICK



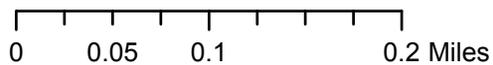
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**Patching  
~300-SY**

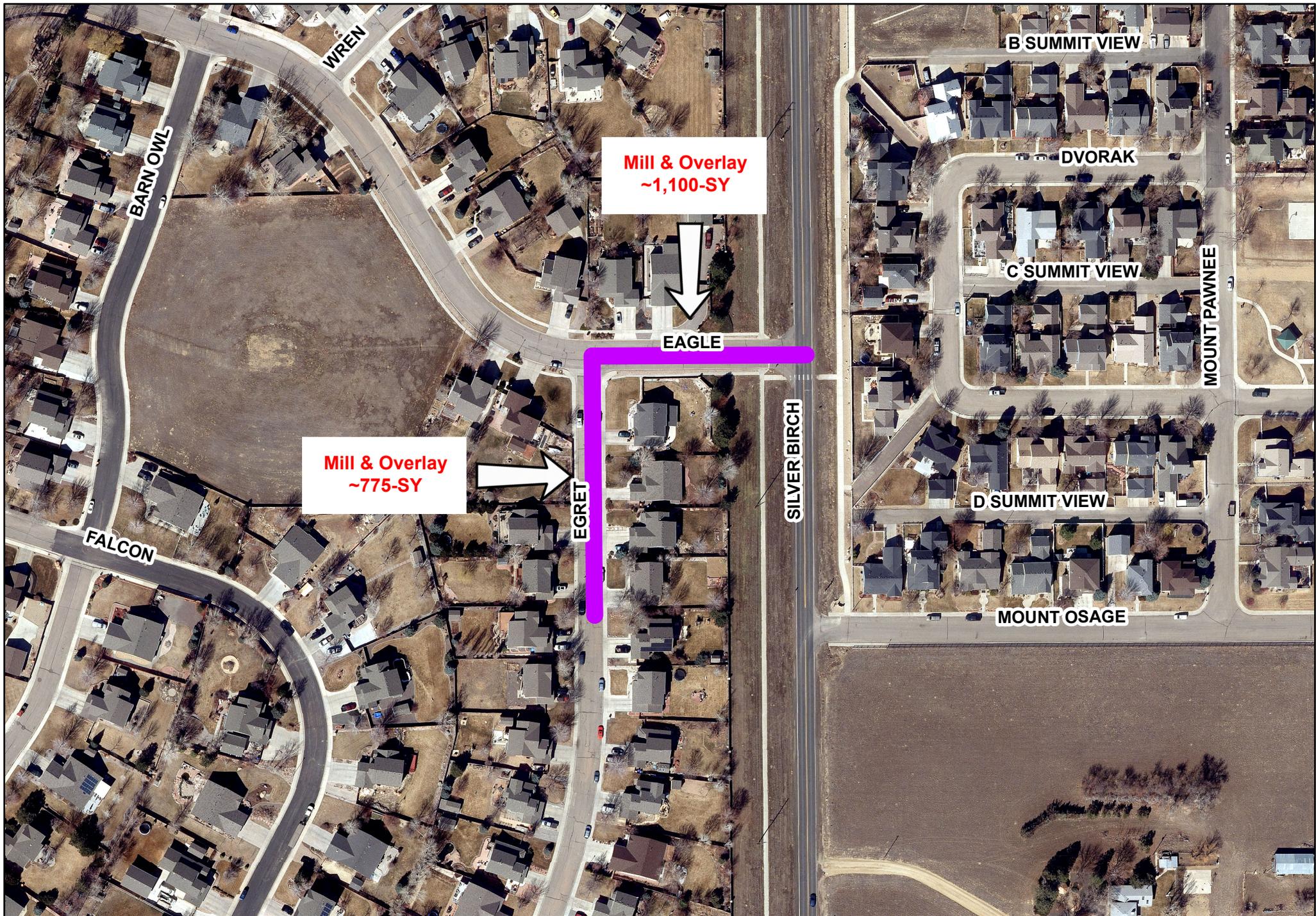


**Patching  
~350-SY**



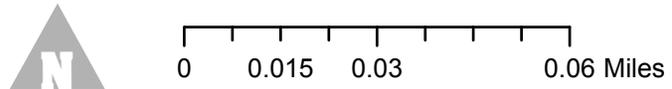
# Bulrush Boulevard and Godding Hollow Parkway

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Mill & Overlay  
~1,100-SY

Mill & Overlay  
~775-SY



Eagle Valley



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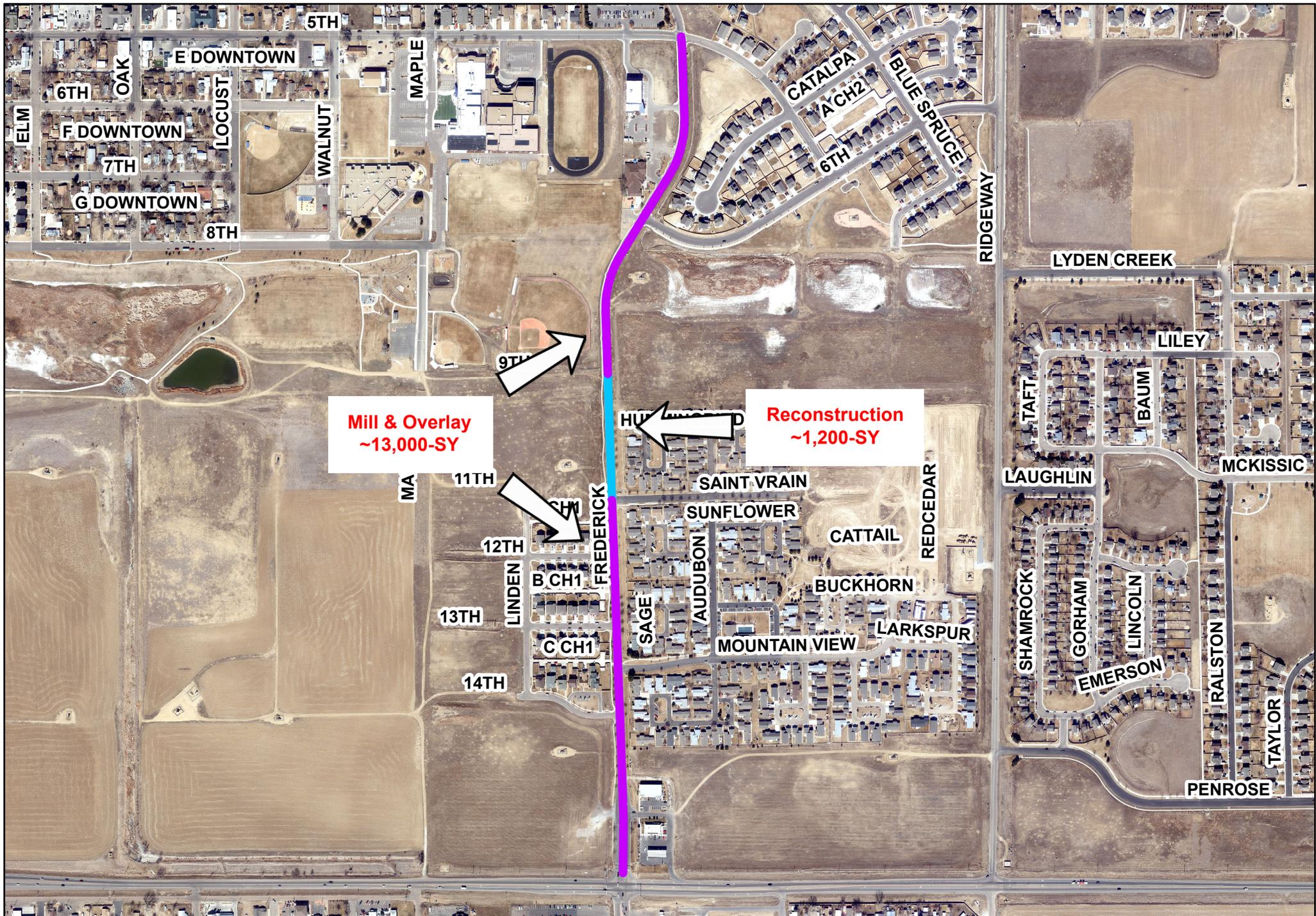
0 0.015 0.03 0.06 Miles

# Fox Run

TOWN OF FREDERICK



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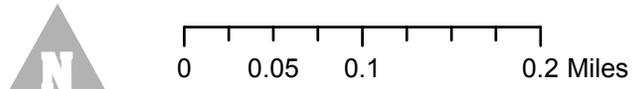


**Mill & Overlay  
~13,000-SY**

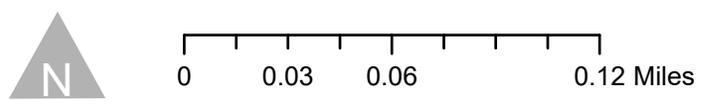
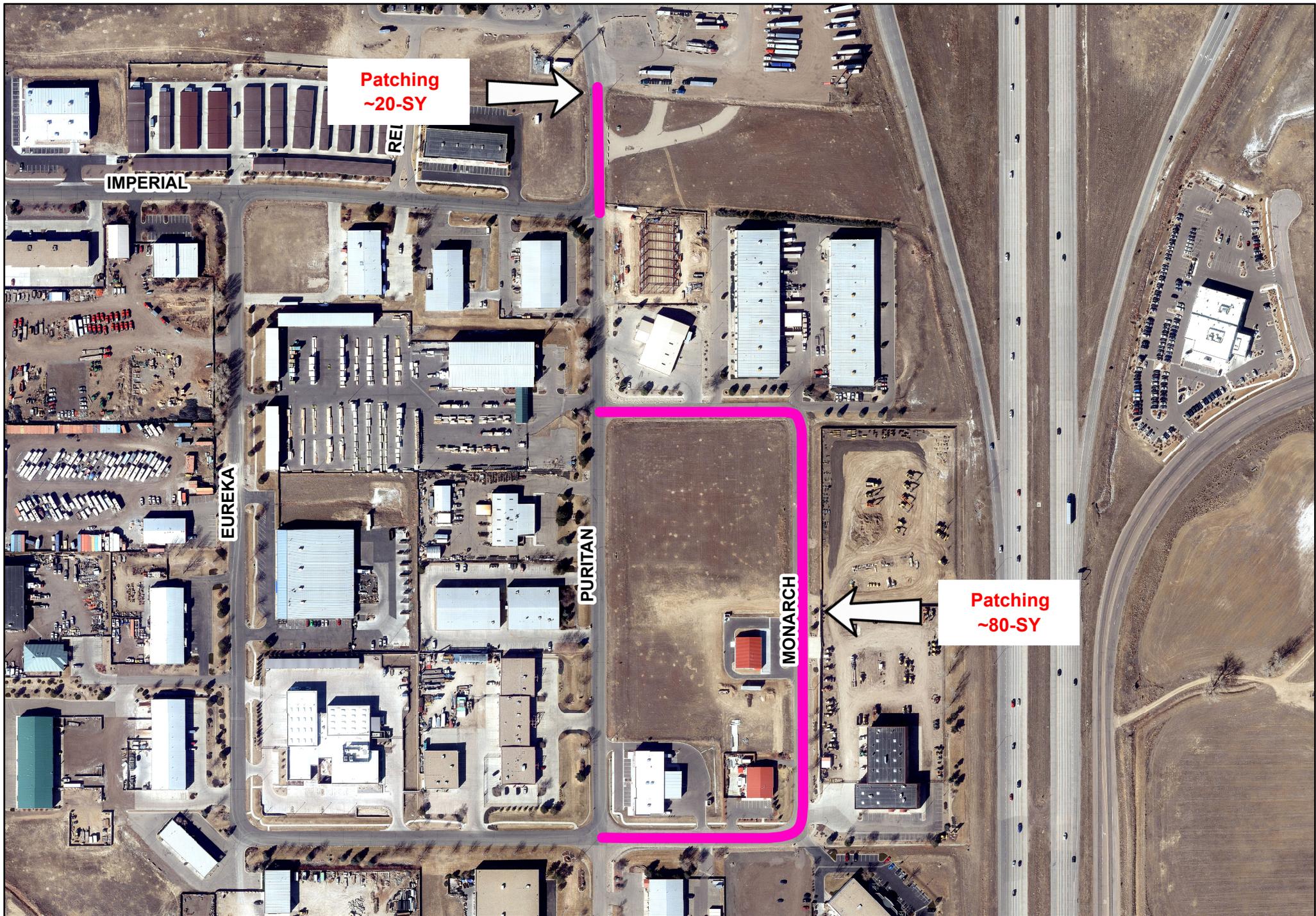
**Reconstruction  
~1,200-SY**

# Frederick Way

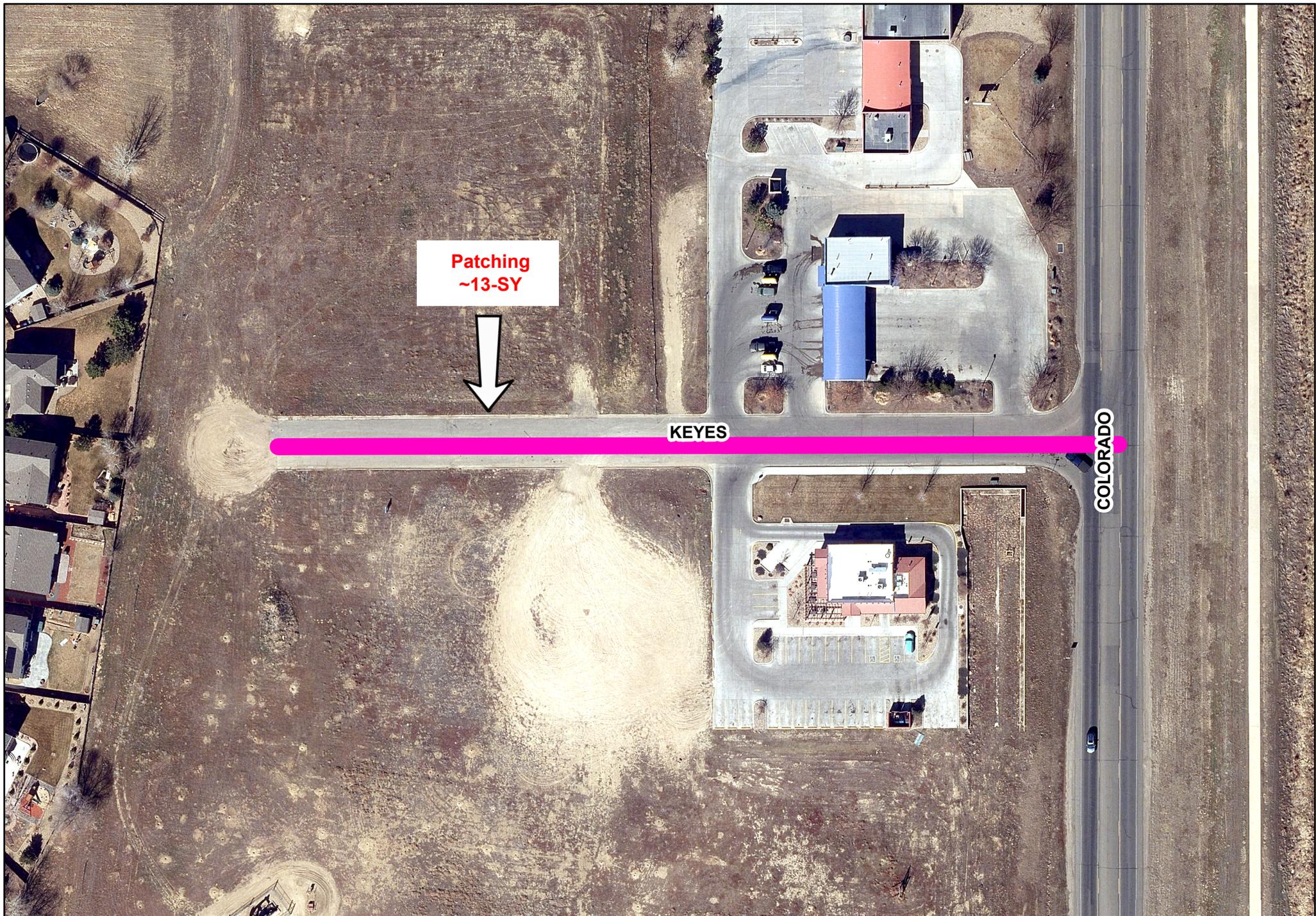
TOWN OF FREDERICK



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# Glacier Business Park



Patching  
~13-SY



KEYES

COLORADO



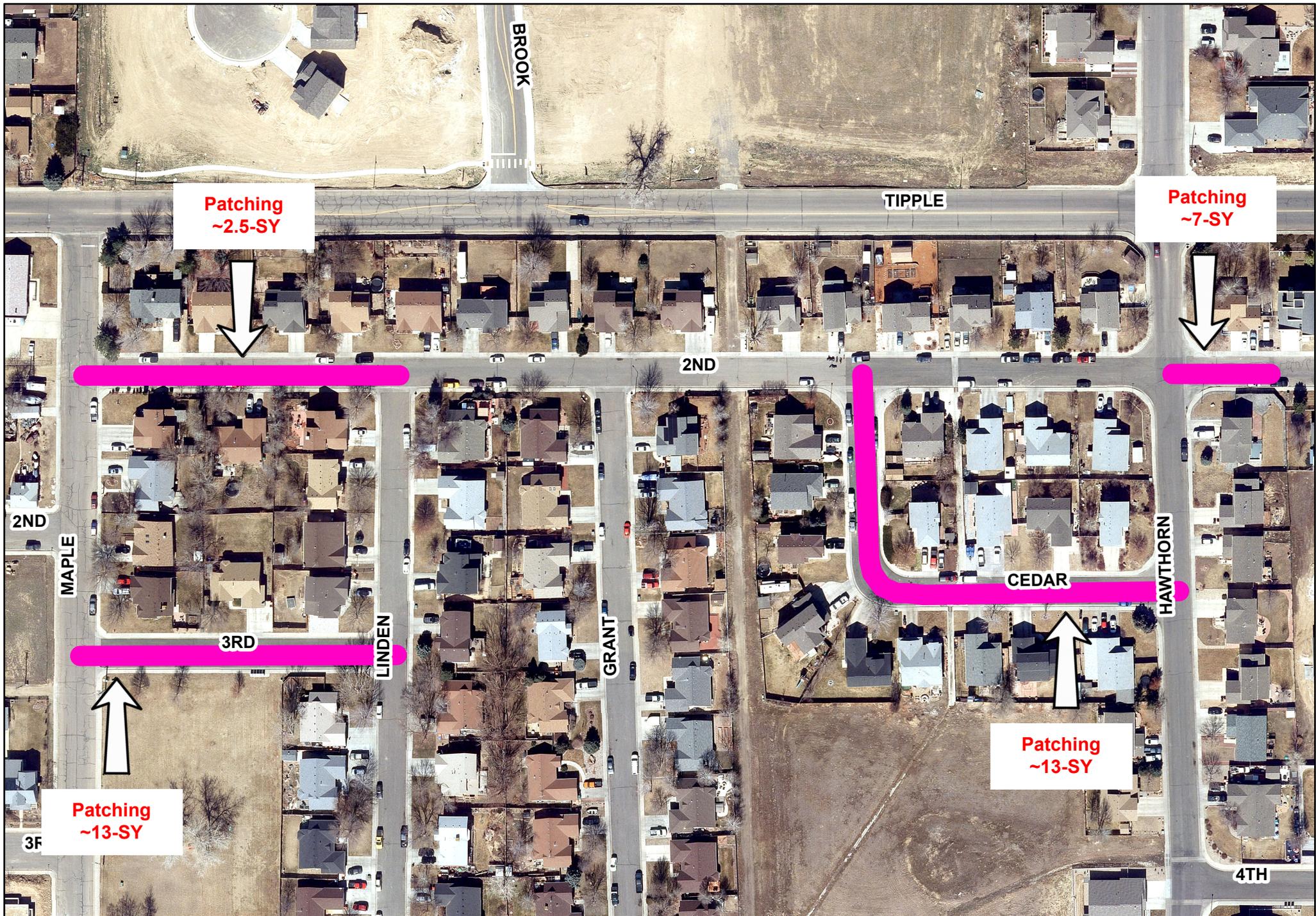
0 0.0075 0.015 0.03 Miles

# Tops Business Park

TOWN OF FREDERICK



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Patching  
~2.5-SY

Patching  
~7-SY

Patching  
~13-SY

2ND

2ND

3RD

CEDAR

4TH

MAPLE

LINDEN

GRANT

HAWTHORN

BROOK

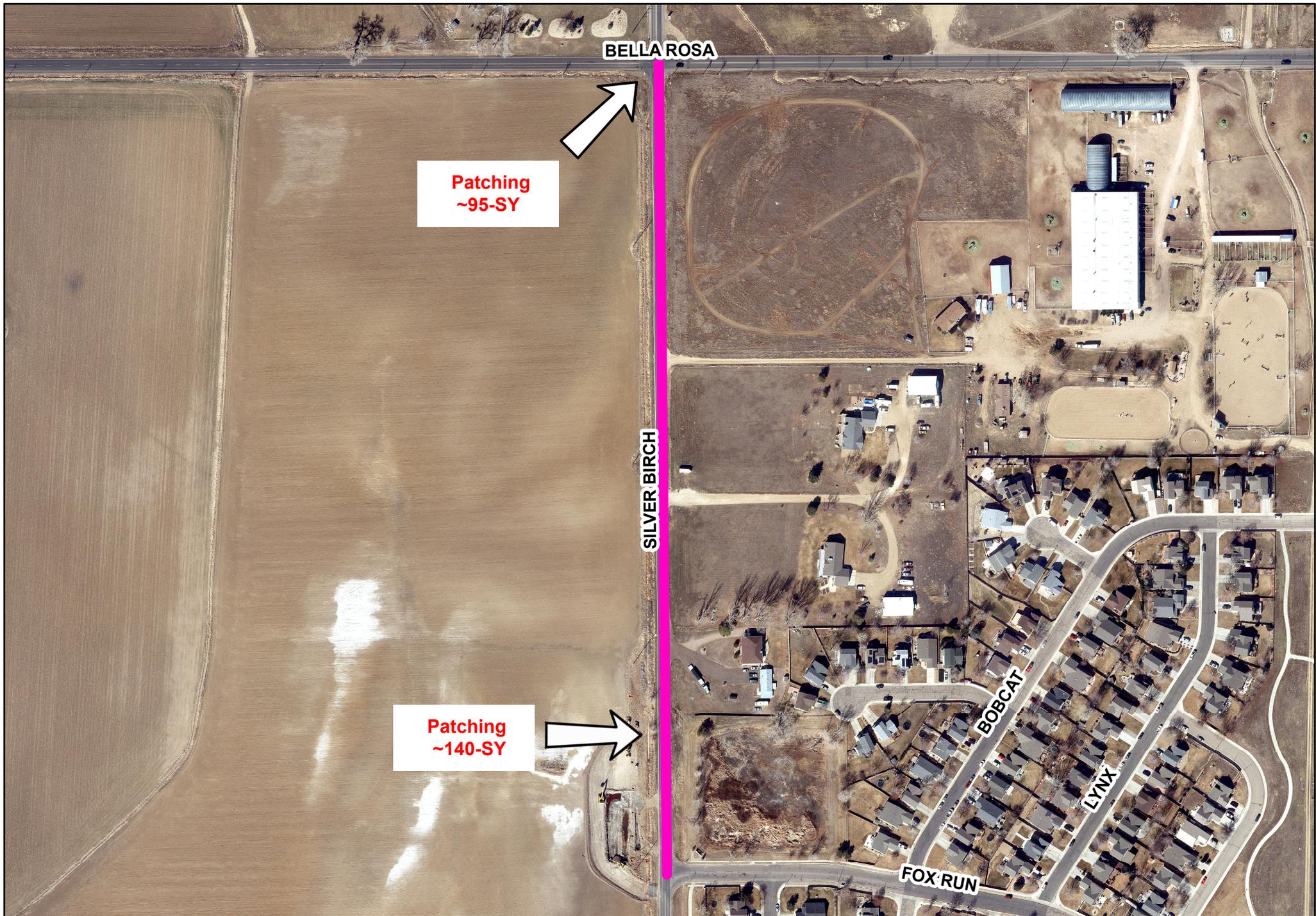
TIPPLE

3RD



0 0.0125 0.025 0.05 Miles

Maplewood



BELLA ROSA

Patching  
~95-SY

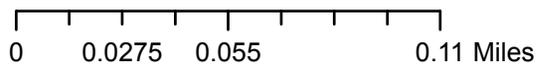
SILVER BIRCH

Patching  
~140-SY

BOBCAT

LYNX

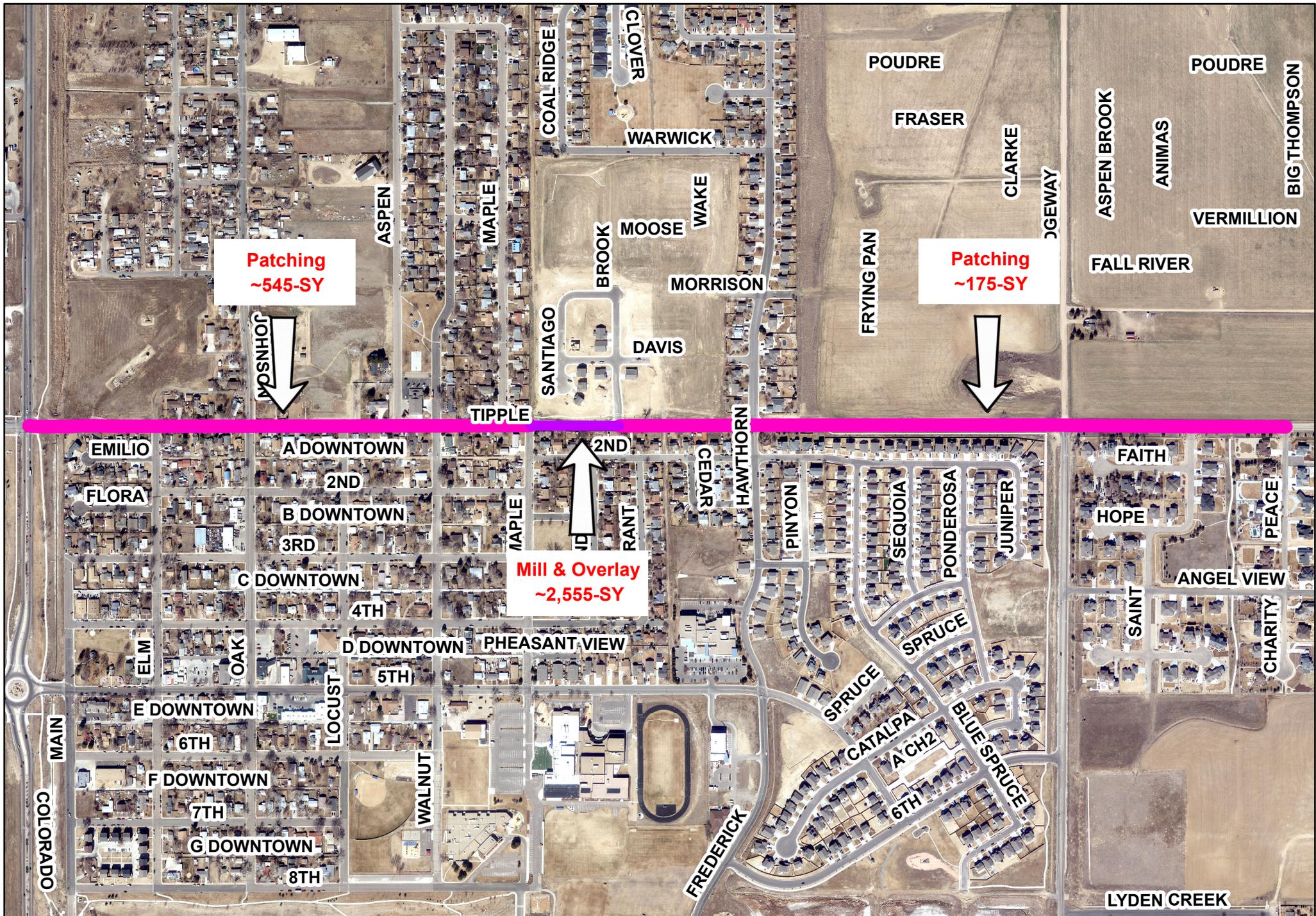
FOX RUN



# Silver Birch Boulevard

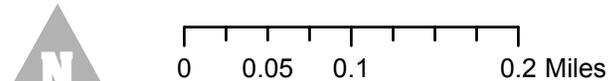


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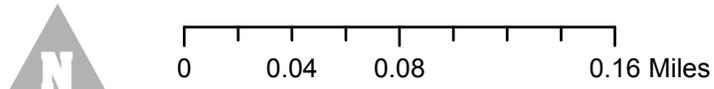
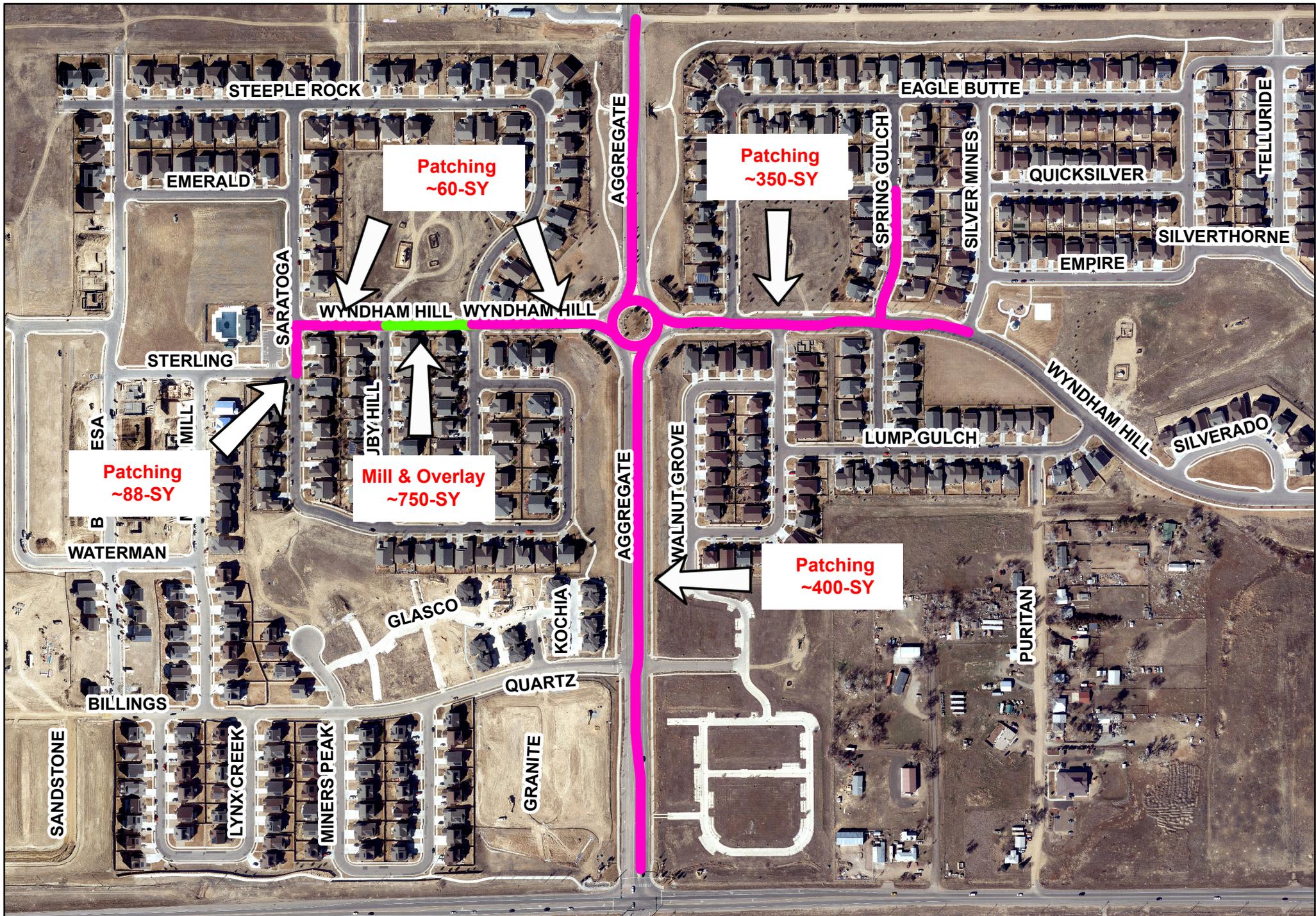


# Tipple Parkway

TOWN OF FREDERICK



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# Wyndham Hill

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**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-30**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO  
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN  
AGREEMENT WITH RME LTD., LLC DBA ELITE SURFACE  
INFRASTRUCTURE FOR THE TOWN'S 2020 PAVEMENT  
MAINTENANCE PROGRAM**

**WHEREAS**, the Town advertised an Invitation to Bid on the Town's 2020 Pavement Maintenance Program on March 16, 2020; and

**WHEREAS**, the Town received two bids and the lowest qualified bidder was RME Ltd., LLC dba Elite Surface Infrastructure.

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

**Section 1.** The Town Manager is authorized to execute the contract with RME Ltd., LLC dba Elite Surface Infrastructure.

**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 28<sup>th</sup> DAY OF APRIL 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK

## Board of Trustees

### Action Memorandum

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rocky Figurilli, Trustee  
Salvatore "Sam" DeSantis, Trustee

Tracie Crites, Trustee  
Rusty O'Neal, Trustee  
Dan March, Trustee

### Consider Awarding a Contract for the 2020 Concrete and Alleyway Maintenance Program Project

**Agenda Date:** Town Board Meeting – April 28, 2020

**Attachments:**

- a. Bid Tabulation
- b. Contract
- c. Project Maps
- d. Resolution 20-R-31

**Finance Review:** \_\_\_\_\_  
Finance Director

**Submitted by:** Jason Berg \_\_\_\_\_  
Civil Engineer, EI

**Approved for Presentation:**  \_\_\_\_\_  
Town Manager

Quasi-Judicial                       Legislative                       Administrative

**Summary Statement:**

Bids for the 2020 CONCRETE AND ALLEYWAY MAINTENANCE PROGRAM PROJECT were opened on February 28, 2020, and staff is providing a recommendation for the award of this project.

**Detail of Issue/Request:**

Staff has identified areas within the Town of Frederick requiring concrete and alleyway maintenance as part of the continuing effort to maintain and improve a critical part of the overall community infrastructure of the Town. The alleyways in the downtown area have been assessed and are currently included in an improvement program that intends to pave the existing dirt alleyways and improve downtown infrastructure. Paving of the alleyways will help to improve the downtown drainage infrastructure and general roadway resiliency. These maintenance improvements will be part of a

system that will improve alleys, minor roadway drainage and adjacent concrete pedestrian infrastructure. The project will include two downtown alleyway segments in the area between 6<sup>th</sup> Street and 7<sup>th</sup> Street from Elm Street to Oak Street and Oak Street to Locust Street. Maps and locations are provided.

The Invitation to Bid was issued February 10, 2020, and advertised two consecutive weeks. The bid opening was February 28, 2020. Three bids were received; staff reviewed the bids, each of the contractor's qualifications, and contacted references.

Staff is recommending the contract be awarded to Stone and Concrete, Inc. as the lowest qualified bidder.

**Legal/Political Considerations:**

Staff followed the Town's Purchasing Manual procedures. The Town Attorney has drafted the resolution.

**Alternatives/Options:**

The Town has the option of awarding the contract for this work to the lowest responsible bidder, to negotiate with the lowest responsible bidder, to reject any and all quotes and not proceed with the concrete and alleyway maintenance project this year, or re-bid a different contract scope with budgeted funds.

**Financial Considerations:**

The Street and Alley Fund includes budgeted funds in the amount of \$150,000. This contract award is for \$143,997.91.

**Staff Recommendation:**

Staff recommends approval of the attached resolution.

**2020 Concrete and Alleyway Maintenance Program Project  
Bid Summary**

BID SCHEDULE				Silva Construction, Inc.		KEENE Concrete, Inc.		Stone and Concrete, Inc.	
Item	Unit	Quantity	Cost	Extension	Cost	Extension	Cost	Extension	
<b>Site Work</b>									
1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,539.57	\$ 5,539.57
2	Survey and Design	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 13,117.79	\$ 13,117.79
3	Traffic Control	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,799.55	\$ 1,799.55
4	Remove and Replace Curb and Gutter	LF	106	\$ 50.00	\$ 5,300.00	\$ 39.00	\$ 4,134.00	\$ 33.93	\$ 3,596.58
5	Remove Concrete Aprons (6-inch)	SY	87	\$ 17.00	\$ 1,479.00	\$ 18.00	\$ 1,566.00	\$ 13.09	\$ 1,138.83
<b>Earthwork</b>									
6	Road Earthwork – Cut/Fill	CY	575	\$ 55.00	\$ 31,625.00	\$ 38.00	\$ 21,850.00	\$ 33.95	\$ 19,521.25
7	Roadbase Subgrade	CY	250	\$ 60.00	\$ 15,000.00	\$ 37.00	\$ 9,250.00	\$ 37.07	\$ 9,267.50
8	Roadbase 2.5-foot Gravel Shouldering	LF	812	\$ 9.00	\$ 7,308.00	\$ 12.00	\$ 9,744.00	\$ 5.17	\$ 4,198.04
<b>Concrete</b>									
9	Concrete Pavement (6-inch)	SY	1,360	\$ 83.00	\$ 112,880.00	\$ 60.00	\$ 81,600.00	\$ 57.13	\$ 77,696.80
10	Concrete Sidewalk (6-inch)	SY	50	\$ 120.00	\$ 6,000.00	\$ 130.00	\$ 6,500.00	\$ 103.05	\$ 5,152.50
11	Concrete Pavement (10-inch) (High Early)	SY	50	\$ 90.00	\$ 4,500.00	\$ 55.00	\$ 2,750.00	\$ 59.39	\$ 2,969.50
<b>Total Project Cost:</b>					<b>\$ 221,092.00</b>		<b>\$ 176,894.00</b>		<b>\$ 143,997.91</b>

# SECTION 00520

## AGREEMENT

STATE OF COLORADO \_\_\_\_\_ )  
 ) ss  
COUNTY OF WELD \_\_\_\_\_ )

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Frederick, Colorado, party of the first part, hereinafter called the "OWNER", and Stone & Concrete, Inc. a Corporation of \_\_\_\_\_, State of Colorado, hereinafter called the "CONTRACTOR", party of the second part,

WITNESSETH, that whereas the OWNER intends to construct the 2020 Concrete and Alleyway Maintenance Program Project, hereinafter called the "Work", in accordance with the Drawings, Specifications, and other Contract Documents prepared by the Town of Frederick.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

1. The CONTRACTOR agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Work, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Agreement, including the following Addenda:

Addendum No.	Date
1	02/19/2020

- a) **Contract Time:** The CONTRACTOR agrees to commence work under this Contract in accordance with the written Notice to Proceed, and to finally complete the Work within 110-calendar days of the commencement of the Contract Time as defined in the General Conditions of the Contract.
- b) **Sub-Contractors:** The CONTRACTOR agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between the Subcontractor and the OWNER.
- c) **Additional Work:** Prior to incorporation of any change order into the Contract, or the performance of additional work, OWNER must make appropriations for any increase to the Contract Amount.

2. The OWNER agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Agreement, and in accordance with the Contract Documents, the Contract Amount of: \$ 143,977.91, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General and Supplementary Conditions, all in accordance with the terms as stated in the Contract Documents.
  - a) Progress Payments will be made in accordance with the General and Supplementary Conditions of the Contract Documents.
  - b) Progress Payments will be in the amount equal to 95% of the calculated value of the Work completed. The amount retained as provided above will be withheld by the OWNER until completion of the Agreement to ensure faithful completion of the Work under the terms of the Contract Documents.
  - c) Upon completion and acceptance of the Work in accordance with the Contract Documents, OWNER shall pay the remainder of the Contract Amount after publication by the OWNER in accordance with Colorado statutory requirements.

3. Contract Documents

It is hereby mutually agreed that the following list of instruments, plans, specifications, and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidenced and constitute the Agreement between the parties hereto, and they are fully a part of the Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Bid Proposal
- b) Notice of Award
- c) Agreement
- d) Performance and Payment Bonds
- e) Certificates of Insurance, Policy Endorsement
- f) Notice to Proceed
- g) General Conditions
- h) Supplementary Conditions
- i) Technical Specifications
- j) Construction Drawings
- k) Addenda

4. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that the OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph 1.a) above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$ 2,000 for each calendar day that expires after the time specified in paragraph 1.a) for final completion until the Work is finally complete.

5. Contractor Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- b) CONTRACTOR has studied carefully the Contract Documents and all other items otherwise affecting cost, progress or performance of the Work which were relied upon by the Engineer in the preparation of the Contract Drawings and Specifications and which have been identified in the Supplementary Conditions as a part of the Contract Documents.
- c) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.b) as he deems necessary for the performance of the Work at the Contract Amount, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- d) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- e) CONTRACTOR has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

6. Miscellaneous

- a) Terms used in this Formal Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c) OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- d) No mechanic, contractor, sub-contractor, material supplier or other person can or will contract for or in any manner have or acquire any lien upon the Work covered by this Agreement, or the land upon which the same is situated.
- e) The amount of money appropriated by the contracting public entity, for public works projects, is equal to or in excess of the Contract Amount.
- f) The Agreement prohibits the issuance of any written Modification or other form of order or directive by the Owner requiring additional commensurate Work to be performed, which Work causes the aggregate amount payable under the Agreement to exceed the Contract Amount appropriated for the original Agreement, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under remedy-granting provisions in the Agreement.

SIGNATURES:

OWNER: Town of Frederick, Colorado DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ TITLE: \_\_\_\_\_

Address for giving notices:

401 Locust Street  
P.O. Box 435  
Frederick, Colorado 80530

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ TITLE: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_

# 2020 Concrete and Alleyway Program

## Alleyway Locations



DISCLAIMER: There are no representations or warranty, express or implied, concerning the accuracy, quality, likely results or reliability of the use of the information contained in this map. The Town assumes no responsibility for any errors, and is not liable for any damages resulting from the use of, or reliance on, the information contained in this map. Please notify the Town at [gis@frederickco.gov](mailto:gis@frederickco.gov) of any

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-31**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO  
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT  
WITH STONE AND CONCRETE, INC. FOR THE TOWN'S 2020 CONCRETE  
AND ALLEYWAY MAINTENANCE PROGRAM**

**WHEREAS**, the Town advertised an Invitation to Bid on the Town's 2020 Concrete and Alleyway Maintenance Program; and

**WHEREAS**, the Town received three bids and the lowest qualified bidder was Stone and Concrete, Inc.

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

**Section 1.** The Town Manager is authorized to execute the contract with Stone and Concrete, Inc.

**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 28<sup>th</sup> DAY OF APRIL 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK

## Board of Trustees

### Action Memorandum

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rocky Figurilli, Trustee  
Salvatore "Sam" DeSantis, Trustee

Tracie Crites, Trustee  
Rusty O'Neal, Trustee  
Dan March, Trustee

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#### Consider Awarding a Contract for the 2020 Seal Project - Pavement Maintenance Program

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**Agenda Date:** Town Board Meeting – April 28, 2019

**Attachments:**

- a. Bid Tabulation
- b. Contract
- c. Project Maps
- d. Resolution 20-R-32

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

Jason Berg  
Civil Engineer, EI

**Approved for Presentation:**

  
\_\_\_\_\_  
Town Manager

Quasi-Judicial

Legislative

Administrative

---

**Summary Statement:**

Bids for the 2020 SEAL PROJECT - PAVEMENT MAINTENANCE PROGRAM were opened on April 4, 2020, and staff is providing a recommendation for the award of this project to the lowest responsible bidder.

**Detail of Issue/Request:**

Staff has identified areas within the Town of Frederick requiring pavement maintenance as part of the continuing effort to maintain and improve a critical part of the overall community infrastructure of the Town. The maintenance of asphalt pavement will preserve integrity and expand the life of the roadway preventing more drastic and costly maintenance treatment methods in the future. This specific project involves the application of crack seal, mastic crack seal, chip seal and slurry seal to Town roadways.

**Built on What Matters.**

Chip sealing involves the application of a tacky asphaltic sealer to the road surface followed by the application and embedding of small rocks and chips 3/8-inch in size into the sealant to improve the friction of the surface. This helps to prevent water intrusion, provides additional structural strength, preserve asphalt integrity and lengthen the life of the road.

Slurry sealing involves the applications of a single thin layer of asphaltic oil emulsion and coarse, sandy aggregate to the entire street. The slurry seal application provides a new surface with improved skid-resistance while extending the life of the roadway.

The Invitation to Bid was issued March 16, 2020, and advertised two consecutive weeks. The bid opening was April 4, 2020. Two bids were received; staff reviewed the bids, each of the contractor's qualifications and contacted references.

Staff is recommending this contract award to Vance Brothers, Inc. as the lowest qualified bidder.

**Legal/Political Considerations:**

Staff followed the Town's Purchasing Manual procedures. The Town Attorney has drafted the resolution.

**Alternatives/Options:**

The Town has the option of awarding the contract for this work to the lowest responsible bidder, to negotiate with the lowest responsible bidder, to reject any and all quotes and not proceed with the pavement maintenance project this year, or re-bid a different contract scope with budgeted funds.

**Financial Considerations:**

The Street and Alley Fund includes budgeted funds for the Pavement Maintenance Program in the total amount of \$930,000. This contract award is for \$383,670.

**Staff Recommendation:**

Staff recommends approval of the attached resolution.

**Bid Summary**

**Frederick 2020 Seal Project - Pavement Maintenance Program**

<b>BID SCHEDULE</b>			
<b>Item</b>		<b>Unit</b>	<b>Quantity</b>
<b>Site Work</b>			
1	Mobilization	LS	1
2	Traffic Control	LS	1
3	Crack Seal	TON	35
4	Crack Seal - Mastic	TON	5
5	Chip Seal (3/8-inch)	SY	43,500
6	Slurry Seal (Type II)	SY	35,000
7	Striping	GAL	20
			<b>Total Project Cost:</b>

<b>Vance Brothers, Inc.</b>	
<b>Cost</b>	<b>Extension</b>
\$ 15,000.00	\$ 15,000.00
\$ 11,000.00	\$ 11,000.00
\$ 3,800.00	\$ 133,000.00
\$ 3,950.00	\$ 19,750.00
\$ 2.82	\$ 122,670.00
\$ 2.19	\$ 76,650.00
\$ 280.00	\$ 5,600.00
	<b>\$ 383,670.00</b>

<b>A-1 Chipseal Co.</b>	
<b>Cost</b>	<b>Extension</b>
\$ 15,000.00	\$ 15,000.00
\$ 15,000.00	\$ 15,000.00
\$ 4,715.00	\$ 165,025.00
\$ 4,850.00	\$ 24,250.00
\$ 3.48	\$ 151,380.00
\$ 2.37	\$ 82,950.00
\$ 550.00	\$ 11,000.00
	<b>\$ 464,605.00</b>

# SECTION 00520

## AGREEMENT

STATE OF COLORADO \_\_\_\_\_ )  
 ) ss  
COUNTY OF WELD \_\_\_\_\_ )

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Frederick, Colorado, party of the first part, hereinafter called the "OWNER", and \_\_\_\_\_ a Corporation of \_\_\_\_\_, State of Colorado, hereinafter called the "CONTRACTOR", party of the second part,

WITNESSETH, that whereas the OWNER intends to construct the 2020 Slurry Seal Project - Pavement Maintenance Program, hereinafter called the "Work", in accordance with the Drawings, Specifications, and other Contract Documents prepared by the Town of Frederick.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

1. The CONTRACTOR agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Work, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Agreement, including the following Addenda:

Addendum No.	Date
1	3/27/2020
2	3/30/2020

- a) **Contract Time:** The CONTRACTOR agrees to commence work under this Contract in accordance with the written Notice to Proceed, and to finally complete the Work within 90-calendar days of the commencement of the Contract Time as defined in the General Conditions of the Contract.
- b) **Sub-Contractors:** The CONTRACTOR agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between the Subcontractor and the OWNER.
- c) **Additional Work:** Prior to incorporation of any change order into the Contract, or the performance of additional work, OWNER must make appropriations for any increase to the Contract Amount.

2. The OWNER agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Agreement, and in accordance with the Contract Documents, the Contract Amount of: \$ 383,670.00, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General and Supplementary Conditions, all in accordance with the terms as stated in the Contract Documents.
  - a) Progress Payments will be made in accordance with the General and Supplementary Conditions of the Contract Documents.
  - b) Progress Payments will be in the amount equal to 95% of the calculated value of the Work completed. The amount retained as provided above will be withheld by the OWNER until completion of the Agreement to ensure faithful completion of the Work under the terms of the Contract Documents.
  - c) Upon completion and acceptance of the Work in accordance with the Contract Documents, OWNER shall pay the remainder of the Contract Amount after publication by the OWNER in accordance with Colorado statutory requirements.

3. Contract Documents

It is hereby mutually agreed that the following list of instruments, plans, specifications, and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidenced and constitute the Agreement between the parties hereto, and they are fully a part of the Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Bid Proposal
- b) Notice of Award
- c) Agreement
- d) Performance and Payment Bonds
- e) Certificates of Insurance, Policy Endorsement
- f) Notice to Proceed
- g) General Conditions
- h) Supplementary Conditions
- i) Technical Specifications
- j) Construction Drawings
- k) Addenda

4. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that the OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph 1.a) above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$ 2,000 for each calendar day that expires after the time specified in paragraph 1.a) for final completion until the Work is finally complete.

5. Contractor Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

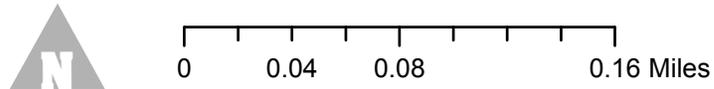
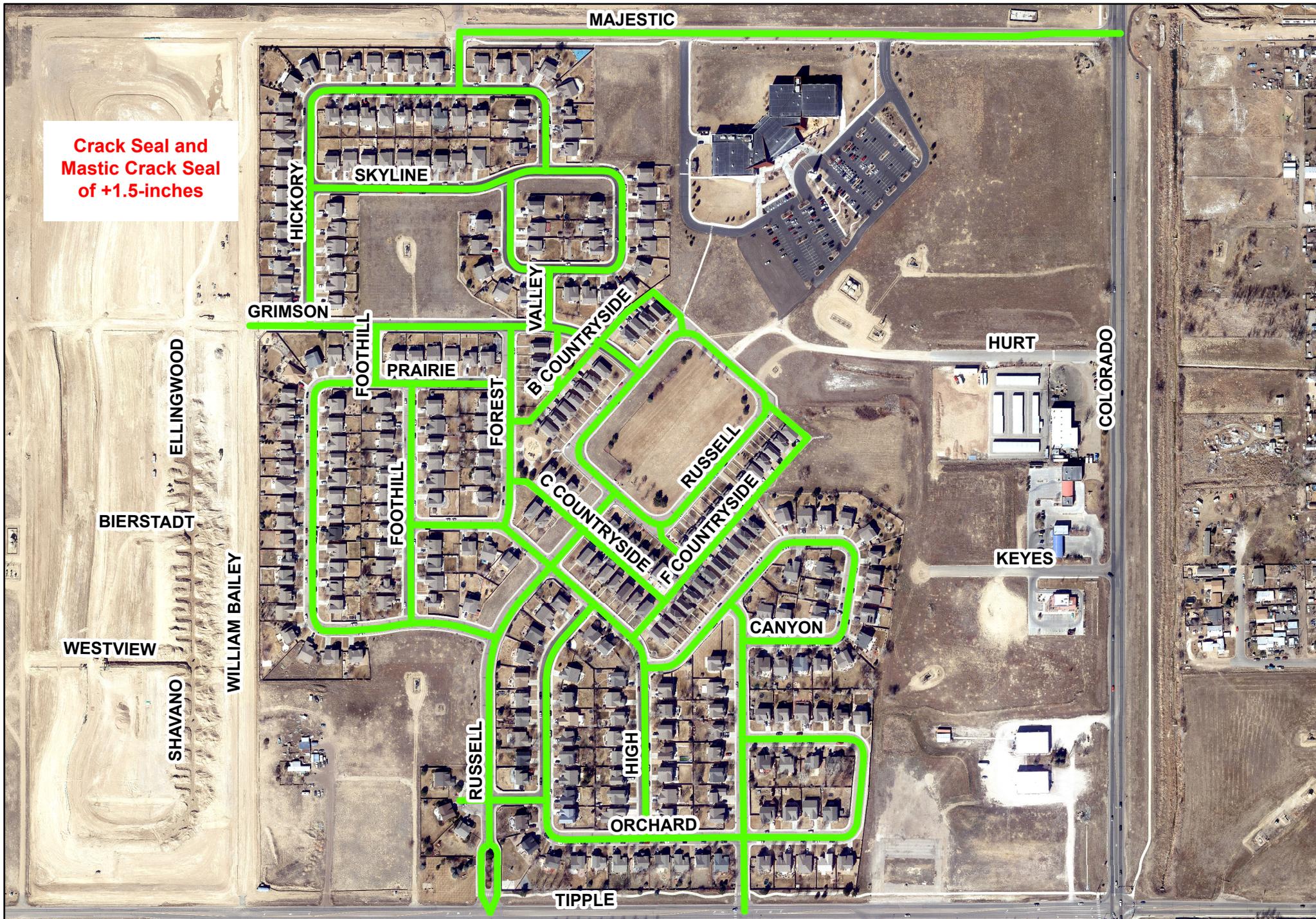
- a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- b) CONTRACTOR has studied carefully the Contract Documents and all other items otherwise affecting cost, progress or performance of the Work which were relied upon by the Engineer in the preparation of the Contract Drawings and Specifications and which have been identified in the Supplementary Conditions as a part of the Contract Documents.
- c) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.b) as he deems necessary for the performance of the Work at the Contract Amount, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- d) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- e) CONTRACTOR has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

6. Miscellaneous

- a) Terms used in this Formal Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c) OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.



**Crack Seal and  
Mastic Crack Seal  
of +1.5-inches**

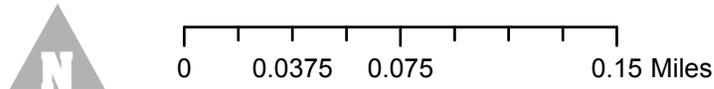
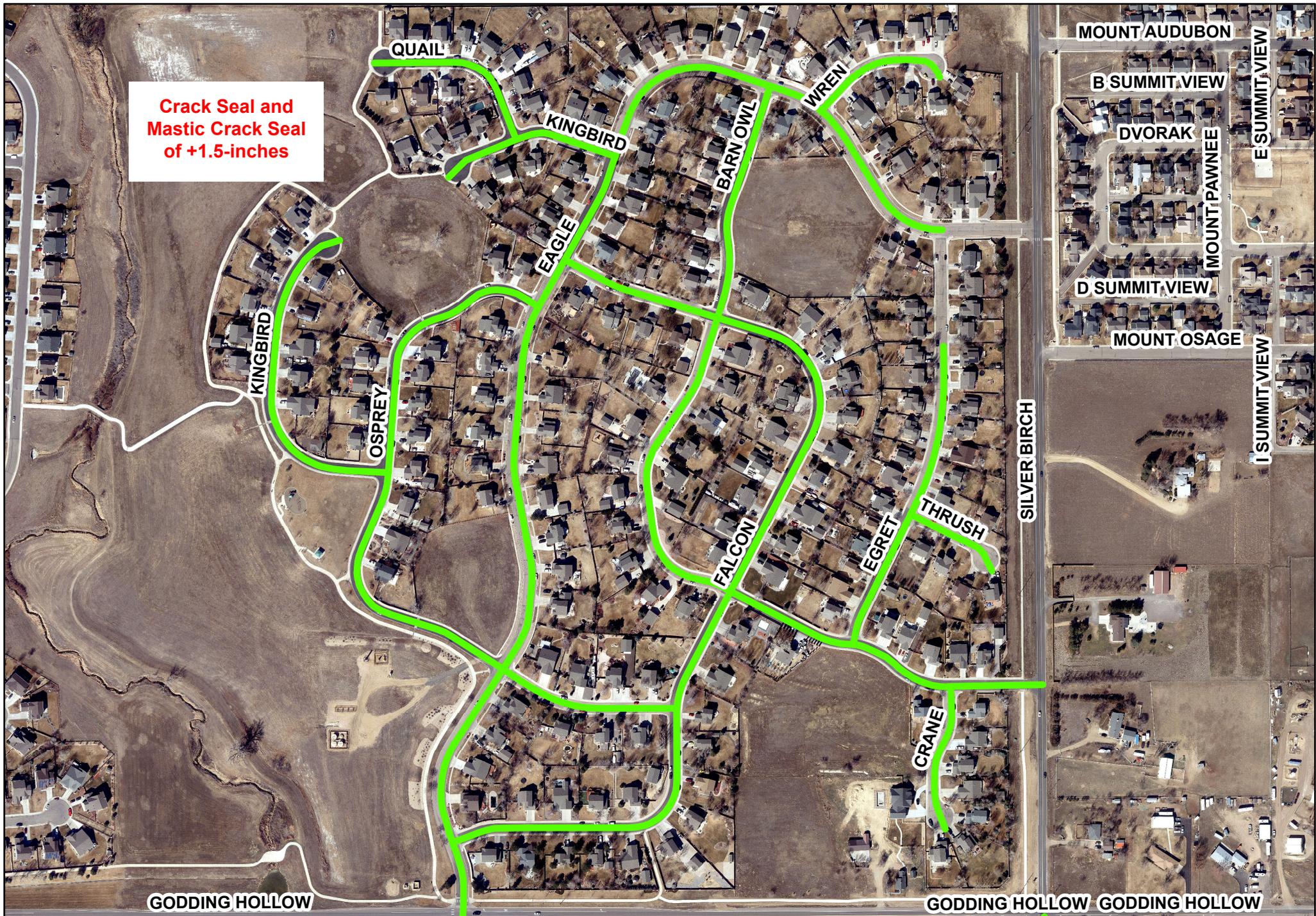


# Countryside



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**Crack Seal and  
Mastic Crack Seal  
of +1.5-inches**

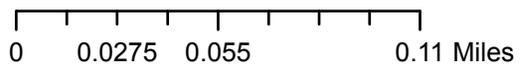


Eagle Valley



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**Slurry Seal  
~22,900-SY**

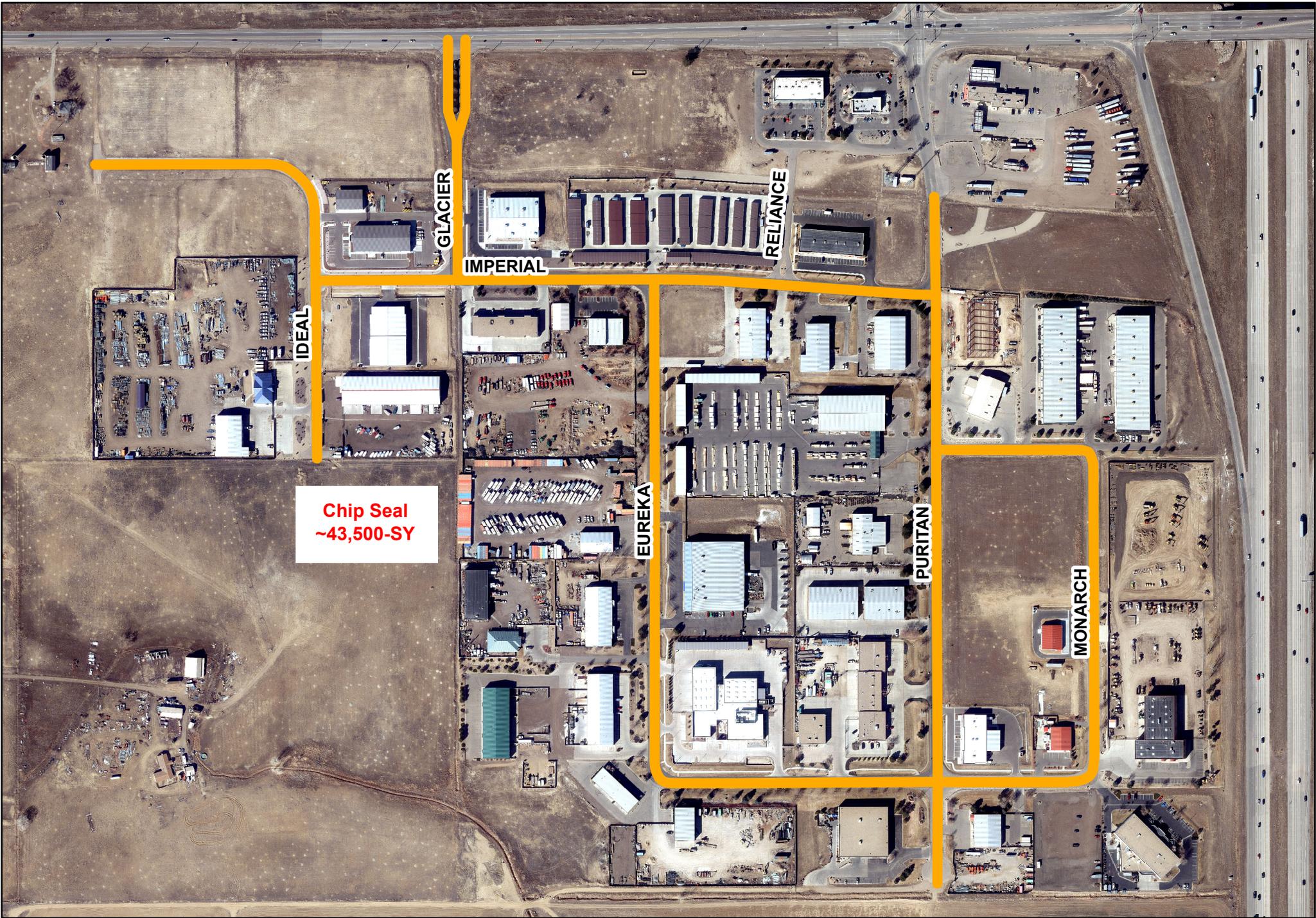


# Fox Run

TOWN OF FREDERICK



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Chip Seal  
~43,500-SY

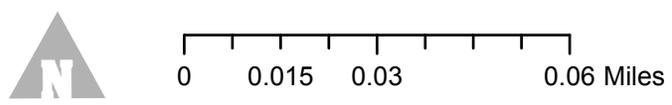


0 0.04 0.08 0.16 Miles

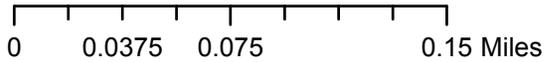
Glacier Business Park

TOWN OF FREDERICK





Maplewood



No Name Creek

TOWN OF FREDERICK



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**Crack Seal and  
Mastic Crack Seal  
of +1.5-inches**

**AGGREGATE**

**BIRCH**

**WILLOW**

**RINN VALLEY**

**HOMESTEAD**

**RED HAWK**

**MOURNING DOVE**

**COTTONWOOD**

**BELLAROSA**

20



0 0.0375 0.075 0.15 Miles

# Rinn Valley Ranch

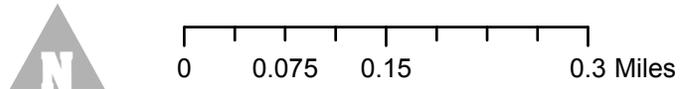
TOWN OF FREDERICK



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**Crack Seal and  
Mastic Crack Seal  
of +1.5-inches**



# Eagle Boulevard and Silver Birch Boulevard

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**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-32**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO  
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN  
AGREEMENT WITH VANCE BROTHERS, INC. FOR THE TOWN'S 2020  
SEAL PROJECT - PAVEMENT MAINTENANCE PROGRAM**

**WHEREAS**, the Town advertised an Invitation to Bid on the Town's 2020 Seal Project - Pavement Maintenance Program on March 16, 2020; and

**WHEREAS**, the Town received two bids and the lowest qualified bidder was Vance Brothers, Inc.

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

**Section 1.** The Town Manager is authorized to execute the contract with Vance Brothers, Inc.

**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 28<sup>th</sup> DAY OF APRIL 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK

## Board of Trustees

### Action Memorandum

Tracie Crites, Mayor

Rusty O'Neal, Trustee  
Mark Lamach, Trustee  
Adam Mahan, Trustee

Dan March, Trustee  
Kevin Brown, Trustee  
Vacant, Trustee

---

### Various Resolutions for Appointment of Officers in Conformance with C.R.S. Section 31-4-304 and the Frederick Municipal Code

---

**Agenda Date:** Town Board Meeting - April 28, 2020

**Attachments:**

- a. Resolution 20-R-33 Appointment of the Town Manager
- b. Resolution 20-R-34 Appointment of the Town Treasurer
- c. Resolution 20-R-35 Appointment of the Town Attorney
- d. Resolution 20-R-36 Appointment of the Town Clerk
- e. Resolution 20-R-37 Appointment of the Municipal Judge

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

*Meghan C. Martin*  
\_\_\_\_\_  
Town Clerk

**Approved for Presentation:**

*Ray O'Neal*  
\_\_\_\_\_  
Town Manager

Quasi-Judicial

Legislative

Administrative

---

**Summary Statement:**

Various resolutions are attached for the purposes of making various appointments as permitted by the Colorado Revised Statute section 31-4-304.

**Detail of Issue/Request:**

Enclosed for your consideration are appointments of various officers which are outlined in state statute. Section 31-4-304 Appointment of officers - compensation states the following;

*The Board of Trustees shall appoint a Clerk, Treasurer and Town Attorney or shall provide by ordinance for the election such officers and may appoint such other officers including a Town*

**Built on What Matters.**

*Administrator that deems necessary for the good government of the corporation and it shall prescribe by ordinance their duties when the same are not defined by law...*

As the state statute mentions it is required to appoint the Town Attorney, Town Clerk, and Town Treasurer but not required to appoint a Town Administrator (Town Manager).

Town Attorney - Rick Samson  
Town Clerk - Meghan Martinez  
Town Treasurer – Jason Leslie

The following appointment is suggested and at the discretion of the Town Board;

Town Manager – Bryan Ostler

In addition, enclosed for your consideration is the appointment of the municipal judge as outlined in the Frederick Municipal Code (FMC) Section 2-61 and Section 2-144:

Section 2-61:

*Each Board of Trustees, upon taking office, within one (1) month after each general municipal election, shall proceed to the election and appointment of the following officers: one (1) Town Attorney, one (1) Clerk; one (1) Treasurer; and one (1) Municipal Judge; and such other officers as may be required by statute or this Code...*

Section 2-144(a):

*The Court shall be presided over by a Municipal Judge appointed for a term of two (2) years by the Board of Trustees. Additional judges may be appointed as may be needed to transact the business of the Court...*

The following appointment is suggested and at the discretion of the Town Board;

Municipal Judge – Jeff Cahn

**Legal Comments:**

The resolutions were drafted by the Town Attorney.

**Alternatives/Options:**

The following appointments are suggestions due to the fact that the Board has complete autonomy to make the final decision on these appointments.

**Financial Considerations:**

These appointments have been included in the fiscal year 2020 budget.

**Staff Recommendation:**

The resolutions and corresponding appointments are recommended and suggested as prescribed by state statute and the Frederick Municipal Code. Complete discretion resides with the Board.

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-33**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPOINTING  
A TOWN MANAGER**

**WHEREAS**, the Board of Trustees, as required by Chapter 2, Article III, Section 2-76, of the *Frederick Municipal Code*, shall appoint a Town Manager for an indefinite term as provided by contract.

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

**Section 1. Appointment.** Bryan Ostler is hereby appointed as Town Manager.

**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 28<sup>th</sup> DAY OF APRIL, 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC  
Town Clerk

By \_\_\_\_\_  
Tracie Crites, Mayor

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-34**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPOINTING  
A TOWN TREASURER**

**WHEREAS**, the Board of Trustees, as required by Chapter 2, Article III, Section 2-56 of the *Frederick Municipal Code*, shall appoint a Town Treasurer, to a term not to exceed two (2) years. At the discretion of the Board of Trustees, the Town Treasurer may be appointed to successive terms.

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

**Section 1. Appointment.** Jason Leslie is hereby appointed as Town Treasurer.

**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 28<sup>th</sup> DAY OF APRIL, 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan Martinez, CMC  
Town Clerk

By \_\_\_\_\_  
Tracie Crites, Mayor

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-35**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPOINTING  
A TOWN ATTORNEY**

**WHEREAS**, the Board of Trustees, as required by Chapter 2, Article III, Section 2-73 of the *Frederick Municipal Code*, shall appoint a Town Attorney not later than thirty (30) days after compliance with Section 31-4-401 C.R.S. by members of the succeeding Board of Trustees, to serve a term not to exceed two (2) years. At the discretion of the Board of Trustees, the Town Attorney may be appointed to successive terms.

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

**Section 1. Appointment.** Richard E. Samson is hereby appointed as Town Attorney.

**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 28<sup>th</sup> DAY OF APRIL, 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC  
Town Clerk

By \_\_\_\_\_  
Tracie Crites, Mayor

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-36**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPOINTING  
THE TOWN CLERK**

**WHEREAS**, the Board of Trustees, as required by Chapter 2, Article III, Section 2-52 of the *Frederick Municipal Code*, shall appoint a Town Clerk, to a term not to exceed two (2) years. At the discretion of the Board of Trustees, the Town Clerk may be appointed to successive terms.

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

**Section 1. Appointment.** Meghan C. Martinez is hereby appointed as Town Clerk for the Town of Frederick.

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

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

**Section 4. Certification.** The Town Clerk shall certify 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 28<sup>th</sup> DAY OF APRIL, 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC  
Town Clerk

By \_\_\_\_\_  
Tracie Crites, Mayor

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-37**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, APPOINTING  
THE MUNICIPAL JUDGE**

**WHEREAS**, the Board of Trustees, as required by Chapter 2, Article III, Sections 2-61 and 2-144 of the *Frederick Municipal Code*, shall appoint a Municipal Judge, to a term not to exceed two (2) years. At the discretion of the Board of Trustees, the Municipal judge may be appointed to successive terms.

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

**Section 1. Appointment.** Jeff Cahn is hereby appointed as Municipal Judge for the Town of Frederick.

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

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

**Section 4. Certification.** The Town Clerk shall certify 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 28<sup>th</sup> DAY OF APRIL, 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC  
Town Clerk

By \_\_\_\_\_  
Tracie Crites, Mayor



# TOWN OF FREDERICK

## Board of Trustees

### Action Memorandum

Tracie Crites, Mayor

Rusty O'Neal, Trustee  
Mark Lamach, Trustee  
Adam Mahan, Trustee

Dan March, Trustee  
Kevin Brown, Trustee  
Vacant, Trustee

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#### Consideration to Award a Contract for the Coalridge Neighborhood Park Renovation Project

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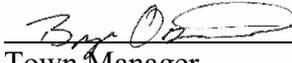
**Agenda Date:** Town Board Meeting - April 28, 2020

**Attachments:**

- a. Resolution 20-R-38
- b. Bid Tab

**Finance Review:** \_\_\_\_\_  
Finance Director

**Submitted by:** \_\_\_\_\_  
Jennifer Simmons  
Planning Director

**Approved for Presentation:** \_\_\_\_\_  
  
Town Manager

Quasi-Judicial

Legislative

Administrative

---

#### **Summary Statement:**

The 2020 adopted budget includes funding for new play structures and playground surface for the Coalridge Neighborhood Park. A Request For Bids for the construction of the project was issued on March 31, 2020, and closed on April 17, 2020. This is a request to award a contract for the construction of the Coalridge Neighborhood Park Renovation Project.

#### **Detail of Issue/Request:**

**Background Information:** During the course of the 2019 budgeting process, the Parks, Open Space, and Trails Commission recommended replacing the playground surfacing at the Coalridge Neighborhood Park. Early in 2019, it was determined that the entire playground needed to be replaced and therefore the request for new playground equipment and surfacing was proposed in the 2020 budget.

Five companies submitted proposals, most with multiple design options as shown the attached bid tab. This specific park has a relatively large existing play bay. With that in mind, the design chosen best meets

**Built on What Matters.**

the budgeted amount while providing multiple play opportunities for children aged 2-5 and 5-12 without exceeding the budget.

Staff requests the Board of Trustees authorize the Town Manager to enter into a contract with Performance Recreation to construct the improvements listed in the design documents.

**Legal Comments:**

The resolution has been reviewed by the Town Attorney.

**Alternatives/Options:**

The Trustees may choose whether or not to award the contract to Performance Recreation for \$159,869.

**Financial Considerations:**

Funding in the amount of \$160,000 for these improvements has been appropriated in the 2020 budget. The Town has a policy of awarding contracts to the lowest responsible bidder.

**Staff Recommendation:**

Staff recommends that the Board of Trustees take the following action:

1. Adopt the attached resolution authorizing the Town Manager to execute a contract with Performance Recreation for the improvements to Coalridge Neighborhood Park for a value not to exceed \$159,869.

The project requires pricing on the following items:		Go Play Proposal 1 Price	Go Play Proposal 2 Price	Performance Recreation Design 1 Price	Performance Recreation Design 2 Price	Performance Recreation Design 3 Price	Playwell Option 1 Price	Playwell Option 2 Price	Star Playgrounds Proposal 2 Price	Star Playgrounds Proposal 1 Price	Summit Recreation Price
1.	Remove existing playground and EWF.	\$ 6,500.00	\$ 6,750.00	\$ 19,650.00	\$ 19,650.00	\$ 19,650.00	\$ 5,806.45	\$ 5,806.45	\$ 6,630.00	\$ 6,630.00	
a.	EWF removed from the playbay can be stockpiled adjacent to the playbay for removal by Town staff.										
2.	Design and installation of a playground and associated play elements to fit within existing playbay.	\$ 41,065.60	\$ 48,132.90	\$ 71,543.00	\$ 47,392.00	\$ 51,184.00	\$ 32,471.62	\$ 33,657.20	\$ 108,992.00	\$ 59,115.00	\$ 56,826.00
3.	Installation of a poured-in-place playbay surface.	\$ 80,494.50	\$ 80,494.50	\$ 60,315.00	\$ 63,698.00	\$ 59,448.00	\$ 101,483.00	\$ 101,483.00	\$ 25,991.00	\$ 93,018.00	\$ 103,174.00
4.	Painting of the existing swing bays to match the new playground equipment.	\$ 895.00									
a.	Provide new chains, 2 belt swing seats, and 2 infant bucket seats.	\$ 543.00	\$ 543.00								
	freight & equipment installation	\$ 20,919.60	\$ 24,560.88	\$ 36,087.00	\$ 29,129.00	\$ 25,998.00	\$ 14,324.36	\$ 14,711.49	\$ 10,710.00	\$ 1,234.00	
<b>TOTAL</b>		\$ 150,417.70	\$ 160,481.28	\$ 187,595.00	\$ 159,869.00	\$ 156,280.00	\$ 154,085.43	\$ 155,658.14	\$ 152,323.00	\$ 159,997.00	\$ 160,000.00
			over budget	over budget					doesn't use 100% PIP		

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 20-R-38**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO  
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN  
AGREEMENT WITH RIDGELINE CONSTRUCTION, INC. DBA  
PERFORMANCE RECREATION FOR PARK IMPROVEMENTS AT  
THE COALRIDGE NEIGHBORHOOD PARK**

**WHEREAS**, the Town obtained five bids for the park improvements at the Coalridge Neighborhood Park; and

**WHEREAS**, in staff's opinion the lowest responsible bidder is Ridgeline Construction, Inc. dba Performance Recreation with a bid of \$159,869.00.

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

**Section 1.** The Town Manager is authorized to execute the contract with Ridgeline Construction, Inc. dba Performance Recreation for the park improvements at the Coalridge Neighborhood Park in the amount of \$159,869.00.

**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 28<sup>th</sup> DAY OF APRIL 2020.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, CMC, Town Clerk

By \_\_\_\_\_  
Tracie Crites, Mayor