Town of Frederick
Board of Trustees Agenda
Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, June 13, 2017

6:30 P.M.
Work Session
General Discussion

7:00 P.M.
Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Frederick High School Family, Career, and Community Leaders of America Community Funding Request – Kate Lucas, Frederick High School FCCLA President

Ireland Stapleton Presentation

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 – Matt LeCerf, Town Manager

B. Town Clerk’s Report – Meghan Martinez, Town Clerk

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 May 9, 2017 Minutes – Meghan Martinez, Town Clerk

Built on What Matters.
D. List of Bills – Mitzi McCoy, Finance Director

E. Resolution 17-R-20 Ratifying the Purchase of 15 Units of CBT Water from the Colorado Therapeutic Riding Center, Inc. – Richard Leffler, Engineering Director

F. Ordinance 1251 Repealing Ordinance 1214 and Amending Chapter 2, Articles X-XIV of the Frederick Municipal Code with Respect to Boards and Commissions – Meghan Martinez, Town Clerk

**Action Agenda:**

G. Resolution 17-R-21 Authorizing the Town Manager to Execute a Contract for the Raw Water Metering Improvements Project – Sarah Higgins, Civil Engineer

H. Resolution 17-R-22 Authorizing the Town Manager to Execute an Agreement with the State of Colorado Acting By and Through the Department of Personnel Administration, Division of Finance Procurement, Office of Central Collection Services – Meghan Martinez, Town Clerk

I. Resolution 17-R-23 Authorizing a Mail Ballot Special Election – Meghan Martinez, Town Clerk

J. Resolution 17-R-24 Delegating the Authority to Appoint Election Judges to the Town Clerk– Meghan Martinez, Town Clerk

K. Resolution 17-R-25 Amending the Adopted 2017 Budget for the Town of Frederick to Provide for a Special Recall Election – Meghan Martinez, Town Clerk

**Mayor and Trustee Reports:**

**Executive Session:** For the Purpose of Consultation with Town Attorneys for Specific Legal Questions Pursuant to C.R.S. Section 24-6-402(4)(b), Regarding the Fire District Exclusion Litigation

**Work Session:** General Discussion
Organization Name: Frederick Family, Career and Community Leaders of America

Mailing Address: 120 4th street (POB 1034) Firestone, CO

Contact Person:

Kathryn Lucas  FCoLA President

Name  Title

303-870-4769  N/A

Phone Number  Fax Number

lucas,kathryn07@svrsc.org

Email Address

Federal Tax ID: 846014380  State Tax ID: 98-02634

Please describe your project and the reason for your request:

Myself and my partner, Cassi Lando, recently competed at the Family, Career and Community Leaders of America (FCCLA) State Leadership Conference. We earned first place and an invitation to Nationals in Nashville. Our project was a hypothetical restaurant that utilizes American Sign Language to spread the knowledge and awareness of the Deaf culture. The overall message we want to spread is inclusivity among everybody in our community. Going to Nationals is important to us because of the educational value it offers. We are a young FCCLA chapter with a lot to learn. This leadership conference will offer us resources and workshops where we can learn to be a bigger part of our community. It will also give us more community service ideas. Overall, the FCCLA National Leadership Conference will help us to benefit our community.
Amount Requested: $500

Number of Town of Frederick Residents and/or visitors that will participate and/or benefit from the program you are proposing: ~100

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

This program will show the success and hard work of Frederick High School students. Our project also teaches people of our community to connect with everybody.

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

How much did you receive? $ N/A

How was the grant money used?

N/A

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

N/A

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

We will be soliciting to local businesses (Pepper’s, Beva Rosa, Saddleback, etc.). We also applied for grants from Town of Firestone and Frederick High School Education Foundation.

Please include the following attachments:

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

Name and Signature of Organization’s Project Chairperson:

Kathryn M Lucas
Name (Please Print) 303-870-4769
Telephone Number

Kathryn M Lucas
Signature 5/3/2017
Date
# Program / Project Budget

Program Name: **Frederick High FCCLA going to Nationals**

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

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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<tr>
<td>Hotel (5-nights)</td>
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<td>FCCLA Package #2</td>
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<td>Registration</td>
<td>$570</td>
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<td>STAR Event registration</td>
<td>$90</td>
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<td>Meals (x10)</td>
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<tr>
<td>Total Cost (A):</td>
<td>$3,560</td>
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Sources of Funding for the Program:
(Gifts and Grants pledged or paid)

- Corporations: $\
- Foundations: FHS Education Foundation $500
- Individuals: Friends and Family $200
- Government: Applied to Firestone $\
- Other: $\

Total Funds Available (B) $700

Balance Required (A minus B) $2,860

Amount Requested: $500
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):

- 06/20/2017 – Work Session – Cancelled
- 06/27/2017 – Regular Meeting
- 07/04/2017 – Work Session – Cancelled
- 07/11/2017 – Regular Meeting

**Police Department**
- *POST Grant Received* – The police department received a grant of $7,125 from the Colorado Peace Officer Standards & Training Board (POST) for the purchase of firearms ammunition.
- *Portable Fingerprint Scanners* – The department has received the first two fingerprint scanners of what is expected to ultimately be one for each patrol car. These units are from the Colorado Department of Transportation. The devices make identification of persons without ID quick and reliable in most cases.
- *MILO* – The use-of-force decision training system has been received. It will take a little time for technicians to install it in the police department training room. Then officers will be trained on how to operate it. When it is ready we will provide time for demonstrations. This system was paid for by a grant from the Colorado Peace Officer Standards & Training Board.
- *New Employees Begin* – Two new employees in the police department began work on Monday, May 15th. Police Officer Brent Manley and Community Service Officer Lindsey Meredith are currently in the training process. Both have prior experience: Brent at Grand County Sheriff’s Office and Lindsey at Arvada Police Department.
- *High Visibility Impaired Driving Enforcement* - The Police Department participated in the Memorial Day statewide High Visibility Impaired Driving Enforcement period, May 26th through May 30th.

**Administration**
• **Boomer Bond Program** – Several staff members have been participating in the Boomer Bond Program with DRCOG and the City of Dacono representatives. As you may recall this is a grant program funded through DOLA which evaluates the 55 and better aged population and the Town’s readiness with respect to mobility & access, support services, housing, and community living. We anticipate the findings and a presentation to the Board sometime in August.

• **ICSC** – Several staff members attended the ICSC conference which is the International Conference of Shopping Centers. We met with several developers and retailers who have interest in locating in Frederick. We will continue to pursue those opportunities as economic development continues to be an initiative directed by the Board as a high priority to meet the needs of the entire community.

• **Succession Planning** – Succession planning continues internally as we evaluate our applicant pool with respect to their preparedness for potentially taking a new leadership role in the organization.

• **Gender Equity Summit** – Matt and Megan attended the gender equity summit in Denver which focuses on the equity of all persons within an organization. The event was very well attended and we as an organization support this initiative.

• **Seeds N’ Splashes** – Will be at the Frederick Market on Thursday, June 15 at Crist Park from 4 to 8 p.m. This event focuses on water conservation efforts and the value of incorporating gardening with fresh plants into our everyday lives. This event will be especially fun for kids as they plant their very own flower, fruit, or veggie seeds and participate in a casual water balloon toss!

• **Frederick in Flight** – The hot air balloon Festival is June 23^rd^, 24^th^ and 25^th^. The balloons lift at daybreak (around 6 am, weather permitting) and the Glow Party will take place on Saturday evening from 5 to 9 p.m. at Centennial Park. Saturday night activities include live music, food vendors, beer and wine garden, kids activities, and hot air balloons candlesticking and glowing (weather permitting). In addition, we are very excited to partner with the Carbon Valley Relay for Life to host their silent auction.

**Public Works**

• **Parks Department** – Roadside and open space mowing has started and is going strong. The growing season is booming and crews are busy staying on top of mowing. With all the moisture our parks are growing fast and look great. Crews have added another zone in Centennial Park’s irrigation system to help with the new trees. We are also starting some improvements to Centennial Park to get ready for Frederick in Flight. We are painting the bathrooms inside and out, painting the storm structure (grey), and planting of some replacement trees, there are currently 8 that need to be replaced and this will be complete before Frederick in Flight. Crews painted the underside of the 5^th^ street bridge grey. All the wing walls as well as the mouth of the structure.

• **Gateway Project** – The gateway project is 100% completed. We are getting the area ready for the dedication ceremony on June 15^th^.

• **Street Sweeper** – Our new street sweeper the Dulevo 6000 is out every week for summer maintenance. The schedule is posted on our website. crews have finished the first round of sweeping for the Town and we are now starting the second round of sweeping.

• **Fire Hydrant Flushing** – Fire hydrant flushing started May 1^st^ and is now complete and the entire Town was successfully completed from last fall to now.

• **Road Improvements** – County Road 5 and County Road 16.5 had a full make over. James Romero and Steve Johnson did a great job spreading 4000 tons of road base. Weld County Road crews started this week placing mag chloride on the road to tighten the gravel and avoid any road grading until the end of the year. We used Weld County last year for a similar application. This year’s application with the addition of gravel which will be a better job.

• **Certification Classes** – I want to congratulate Sarah Troy for successfully passing her Class 3 state certification and Mike Richardson and Steve Johnson for passing there Class I state water certification. To date we have 6 full time employees with state water certifications. Our goal is to have all employees certified.

**Engineering Department**
• **Building Division** – It has been a busy month for the Building Division. For the month to date we have issued 33 Single Family Permits and have another 13 ready to issue when the builders come in and pay the fees. Staff has performed 2,294 total inspections this year to date at 424 different addresses.

• **Raw Water Metering Improvements** – Bids will be opened on May 19 for a project that will add several new raw water meters and modify existing meters with new registers to allow automated readings. This will allow staff to better manage the Town’s raw water resources.

• **Construction Updates** – Several projects are nearing completion and the annual pavement maintenance and concrete projects are scheduled to start soon. Projects information on them can be found at the Weekly Updates at [http://www.frederickco.gov/716/Weekly-Construction-Update](http://www.frederickco.gov/716/Weekly-Construction-Update).

**Finance Department**

• **Audit** – The financial audit will be presented to the Board on June 27 by John Cutler and Associates. This is a third party independent firm who evaluates the financials of the Town and makes findings based on the audit including the end of fiscal year 2016 financial positions.

**Electric Department**

• **Tipple Parkway upgrade** – We had to reroute the original plan for Tipple Parkway from the north side of Tipple to the south, because of easement issues, but the south side is actually ended up working out better. We will now have the street lighting along the south which will help provide much needed light for the road, and also for the new sidewalk along the south side. We have completed most of the work from Hawthorn to Ridgeway, and have now crossed the road near the Maple Ridge development. It will still be a while before this is energized, so the new streetlights that are in place will not be on.

• **New Services** – We have installed and energized new services in the Meadowlark Business Park. Plans to continue buildings in this area are in the works, and we will be working with the developers on new construction soon.

• **N-Line Work** – Along with the construction work along Tipple Parkway, N-Line has provided us with a lot of help in other area, including overhead line work, trimming back trees that were burning into our powerline, wiring meters for our 3 phase customers, setting and repairing street light poles, and setting transformers. They have been a huge help on jobs that require two or more people, or that require equipment that we do not have.

**Planning Department**

• **Staff Changes** – Chris Kennedy has resigned effective June 9, 2017. We will working diligently to find a replacement.

• **Development Review** – We are currently processing 22 active projects. A number of other projects have recently completed neighborhood meetings which means we can anticipate new applications to be submitted soon.
TO: Honorable Mayor Tony Carey and Board of Trustees
FROM: Meghan Martinez, Town Clerk
DATE: June 7, 2017
SUBJECT: Town Clerk Report

- **Liquor Licensing**
  - Reviewing special event permit application from Carbon Valley Chamber of Commerce
  - Reviewed new fee schedule and rule making from State Liquor Authority

- **Frederick Arts Commission**
  - Coordinated with students on master planning process, they will be attending some of the Community BBQs to gather feedback.

- **School Tours**
  - Conducted school tour for Thunder Valley K-8. The students learned about various aspects of the Town including Town Hall, Police, Fire, Public Works, and the museum.

- **Records Requests**
  - Responded to requests for public records regarding the following topics:
    - Review recall petitions for Mayor Carey, Trustee Skates, and Trustee Hudziak
    - Copy of conditional acceptances of public improvements letter
    - Copies of recall petitions for Trustee Figurilli
    - Copies of recall petitions for Trustee DeSantis
    - Permit file for residential property
    - Landscape plan for residential property

- **2017 Special Election**
  - Completed final sufficiency determination for petitions re: Mayor Carey, Trustee Skates, and Trustee Hudziak.
  - Reviewed and issued initial and final sufficiency determinations for petitions re: Trustees DeSantis and Figurilli.
• **Scholarship Commission.**
  - Attended the FHS Scholarship Reception and presented the scholarship awards on behalf of the commission.

• **Frederick Municipal Code**
  - Trustee Burnham and I have started the audit of the FMC and have been working on Chapters 1 and 3.
  - The print codification of the municipal code has been scheduled for July.

• **Records Retention**
  - Working with staff to review and scan all development files.
  - Completing audit of Ordinances and placing each into archival grade folders to better protect the documents from aging and deterioration.

• **Business Licensing**
  - I have received a number of inquiries regarding solicitors licensing. At this time, Comcast is the only licensed solicitor in Town.
  - Approved the following new business licenses:
    - Global Project Support (Home Business)
    - Iron Eagle Welding (Mobile Welding/Home Office)
    - Street Savvy (Home Business)
    - SCI Equipment (Construction) – 7200 Eagle Boulevard

• **Historic Preservation Advisory Commission**
  - The commission has set summer hours for the museum.
    - June 22, 2017 from 5:00 – 6:00 pm
    - July 22, 2017 from 5:00 – 6:00 pm
    - August 10, 2017 from 5:00 – 6:00 pm
    - September 16, 2017 from 1:00 – 5:00 pm
    - September 28, 2017 from 5:00 – 6:00 pm
    - Miners Day September 16, 2017 from 1:00 – 5:00 pm
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 Skates, Hudziak, Figurilli, Burnham and DeSantis. Also present were Town Manager Matt LeCerf, Town Attorney Rick Samson, and Town Clerk Meghan Martinez.

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

Approval of Agenda: There was an addition to Special Presentations of Recognition of Officer Brooke Mourey. The discussion removed and added to the work session at the end of the meeting.

Special Presentations:

Citizen Commendations: Fire Chief Poszywak recognized two citizens of the Town of Frederick for their efforts in assisting during an emergency.

Recognition of Officer Mourey: Police Chief Gary Barbour presented Officer Mourey with her Frederick badge and wished her the best of luck at her new department.

Frederick-Firestone Fire Protection District Quarterly Report: Battalion Chief Reasoner presented the quarterly report and was available to answer questions.

Proclamation for Fire Chief Poszywak: Mayor Carey read a proclamation honoring Chief Poszywak and thanked him for his service to the community.

Carbon Valley Relay for Life Community Funding Request: Kristi Ritter presented the funding request and asked for the support of the Board for this year’s Relay for Life. Motion by Trustee Figurilli and seconded by Trustee Burnham to approve $1,000.00 in support of Relay for Life. Upon roll call vote, motion passed unanimously.

Public Comment:

Char Wyatt, 3601 Morningside Circle Frederick, expressed her disappointment in the recall petitions.

Dick Wyatt, 3601 Morningside Circle Frederick, expressed his concerns about a Housing Authority with Longmont.

Nancy Bergen, 7920 Mountain View Frederick, voiced her support for Brigit’s Village.

Eileen Bisgard, 6145 Laurel Green Frederick, spoke on behalf of Brigit’s Village.

Built on What Matters.
**Staff Reports:**

**Administrative Report:** Town Manager Matt LeCerf provided a written report to the Board.

**Town Clerk’s Report:** Town Clerk Meghan Martinez provided a written report to the Board.

**Consent Agenda:**

Motion by Mayor Pro Tem Brown and seconded by Trustee Hudziak to approve the following items on the consent agenda:

- April 25, 2017 Minutes
- List of Bills
- Weld’s Way Home Letter of Support
- Resolution 17-R-17 Authorizing the Mayor to Execute a Joint Use Agreement between the Carbon Valley Recreation District, St. Vrain Valley School District, and the Town of Frederick

Upon roll call vote, motion passed unanimously.

**Action Agenda:**

Resolution 17-R-18 Granting the 2017 Frederick High School Scholarship Program Awards Based on the Recommendations of the Scholarship Commission: Town Clerk Meghan Martinez presented the proposed resolution and discussed the recommendations from the Scholarship Commission. Mayor Carey spoke on behalf of the commission as Chair. Motion by Trustee Burnham and seconded by Mayor Pro Tem Brown to approve Resolution 17-R-18. Upon roll call vote, motion passed unanimously.

Resolution 17-R-19 Authorizing the Town Manager to Execute a Landscaping and Maintenance Easement in the Maplewood Subdivision to Shana Garcia: Planning Director Jennifer Simmons presented the proposed resolution and easement. The applicant Shana Garcia was present. Motion by Trustee Burnham and seconded by Mayor Pro Tem Brown to approve Resolution 17-R-19. Upon roll call vote, motion passed 5-1 with Trustee Figurilli voting no.

**Mayor and Trustee Reports:**

**Trustee DeSantis:** Nothing at this time.

**Trustee Burnham:** Nothing at this time.

**Mayor Pro Tem Brown:** She commended Public Works for their efforts on Spring Clean Up Day.

**Trustee Skates:** He mentioned some businesses that were addressed by citizens that need cleaned up.
Trustee Hudziak: She enjoyed the Arbor Day activities. The Downtown Frederick Business Association met last week and they are starting to get some traction. The Miners Committee has been working hard on the event.

There being no further business of the Board, Mayor Carey adjourned the meeting at 8:00 p.m.

Approved by the Board of Trustees:

ATTEST:

_______________________________
Tony Carey, Mayor

Meghan C. Martinez, CMC, Town Clerk
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<th>Business Name</th>
<th>Description</th>
<th>Amount</th>
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<td>Network equipment/server replacement</td>
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<td>4 RIVERS EQUIPMENT LLC</td>
<td>Equipment rental</td>
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Grand Total: 894,287.24
Consideration of a Resolution Ratifying the Purchase of 15 Units of CBT Water

Agenda Date: Town Board Meeting – June 13, 2017

Attachments: a. Resolution 17 -R-20

Finance Review: Finance Director

Submitted by: Engineering Director

Approved for Presentation: Town Manager

☐ Quasi-Judicial ☐ Legislative ☑ Administrative

Summary Statement:

The Board directed staff to locate and procure units of CBT water at a not to exceed price per unit.

Detail of Issue/Request:

Staff was contacted regarding the purchase of 15 units of CBT water from the Colorado Therapeutic Riding Center and presented a contract to them to purchase the water. This contract is within the parameters given by the Board and is as set forth the in the attached Resolution. The contract calls for the Seller to pay the closing and transfer fees.

Legal Comments:

The Resolution was prepared by the Town Attorney.

Alternatives/Options:
Do not procure these units of CBT water. This is not a recommended alternative given the Town’s needs and the current value of CBT water as witnessed by recent sales information.

**Financial Considerations:**

The Board would be asked to appropriate sufficient funds from the Water Revenue account to cover the cost to purchase these units.

**Staff Recommendation:**

Staff recommends approval of the Resolution.
TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 17-R-20

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
RATIFYING THE PURCHASE OF 15 UNITS OF CBT WATER FROM
THE COLORADO THERAPEUTIC RIDING CENTER, INC.

WHEREAS, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and
interests in water, waterways, and water franchises in order to supply the municipality and its
residents with water; and; and

WHEREAS, the Board of Trustees of the Town of Frederick has received an offer for the
sale of 15 units of CBT water from the Colorado Therapeutic Riding Center, Inc.; and

WHEREAS, the Board of Trustees has determined it is in the best interests of the residents
of the Town to secure water rights for municipal purposes; and

WHEREAS, the Board of Trustees authorizes the purchase of those respective units.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT;

Section 1. The offer to purchase fifteen units of CBT water at $26,500 per unit for a
total of $397,500 from the Colorado Therapeutic Riding Center, Inc. is approved.

Section 2. Effective Date. This resolution shall be 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 13TH DAY OF JUNE,
2017.

ATTEST: TOWN OF FREDERICK

By ________________________________ By ________________________________
Meghan C. Martinez, CMC, Town Clerk Tony Carey, Mayor
TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Fred Skates, Trustee
Salvatore “Sam” DeSantis, Trustee

Rafer Burnham, Trustee
Donna Hudziak Trustee
Rocky Figurilli, Trustee

Ordinance 1251 Regarding Boards and Commissions

Agenda Date: Town Board Meeting – June 13, 2017

Attachment
a. Ordinance 1251

Finance Review:
Finance Director

Submitted by:
Meghan Martinez, Town Clerk

Approved for Presentation:
Matt LeCerf, Town Manager

☐ Quasi-Judicial ☑ Legislative ☐ Administrative

Summary Statement:
Staff is requesting approval of an ordinance amending Chapter 2, Articles X-XIV regarding Boards and Commissions.

Detail of Issue/Request:
In 2015, the Board approved Ordinance 1214 that made modifications to the sections of the Frederick Municipal Code (FMC) related to Boards and Commissions. This ordinance would rescind Ordinance 1214 as it had errors in numbering that conflicted with the FMC. Ordinance 1214 was not codified into the FMC as a result of this numbering error as it would have deleted sections of the FMC not associated with the Boards and Commissions sections.

This ordinance corrects the numbering errors as well as addresses items that have come up regarding Boards and Commissions. This ordinance changes the positions that are held by members of the Board
of Trustees to ex-officio and addresses the question of Trustee voting as well as terms for the ex officio members that align with their terms on the Board.

The ordinance also removes the Town Clerk as the Chair of the Historic Preservation Advisory Commission under the advice of counsel.

The ordinance also adds the attendance requirement of two meetings prior to Board consideration for all commissioner applicants.

Lastly, this ordinance addresses questions related to the terms of commissioners. At the first meeting of each commission upon the effective date of the ordinance, the Town Clerk will ask each commissioner to draw straws to determine a staggered term of three years instead of two. This will assist the Town Clerk’s office in establishing the terms for each seat and will avoid an entire commission having terms ending within a 12 months period.

**Legal Comments:**

The ordinance was drafted by the Town Attorney.

**Alternatives/Options:**

The Board of Trustees may choose to approve the ordinance or not.

**Staff Recommendation:**

Staff Recommends approving the attached ordinance.
TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1251

AN ORDINANCE OF THE TOWN OF FREDERICK COLORADO, REPEALING
ORDINANCE NO. 1214 AND AMENDING CHAPTER 2, ARTICLES X THROUGH XIV WITH
RESPECT TO BOARDS AND COMMISSIONS.

WHEREAS, Ordinance No. 1214 which amended Chapter 2, Articles X through XIV with
respect to boards and commissions was adopted on December 8, 2015 but was never codified and should
be repealed; and

WHEREAS, the Board of Trustees of the Town of Frederick finds it necessary to further revise
Chapter 2, Articles X through XIV of the Frederick Municipal Use Code, to clarify the procedure for the
conduct of the various Commissions.

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

Section 1. Ordinance No. 1214 which was adopted on December 8, 2015 is hereby repealed
in its entirety

Section 2. Chapter 2, Articles X through XIV, of the Frederick Municipal Code are hereby
repealed in their entirety and reenacted to read as follows:

ARTICLE X
COMMUNITY ADVISORY GROUPS

2-241. Purpose.

(a) Citizen involvement in civic affairs is a cornerstone to a healthy, well-rounded and
engaged community.
(b) The Town of Frederick has several community advisory groups as extensions of its
municipal government to channel that involvement. The Board of Trustees and staff seek to
wisely and efficiently use the wealth of knowledge and experience that reside in the residents and
members of our community. The Board and staff encourage residents to participate in these
groups that shape programs and events and contribute so much to the character of the community.


(a) Advise, assist and report to the Board of Trustees;
(b) Members shall be residents, business or property owners in the Town, or others with a
demonstrated interest in the Town who may serve with approval by the Board.
(c) Members are appointed by the Board of Trustees.
(d) Every candidate to be a member of a commission to which they wish to be appointed,
shall attend two commission meetings prior to consideration of their application for
appointment.
(e) The following commissions shall serve as standing bodies:

(1) Arts Commission;
(2) Historic Preservation Commission;
(3) Parks, Open Space and Trails Commission (POST);
(4) Planning Commission;
(5) Scholarship Commission

2-243. Committees.

(a) Advise, assist and report to a staff department;
(b) Members may be appointed by the group at the discretion of staff;
(c) Serve as a standing body.

2-244. Boards.

(a) Rule on specific areas of conflict within the municipal code;
(b) Members are appointed by the Board;
(c) Serve as a standing body.

(1) Building Appeals Board.

2-245. Ad hoc committees.

(a) Established for a specific purpose;
(b) Members may be appointed by the Mayor or the Board of Trustees;
(c) Intended to be temporary in nature.

ARTICLE XI
COMMISSIONS CHARTERS
(applicable to all Commissions except the Planning Commission)

2-246. Purpose of a commission:

(a) To act in an advisory capacity to the Board of Trustees.

2-247. Membership:

(a) Commissions shall consist of seven (7) voting members.

(i) Trustees may serve on a commission as ex officio voting members. If more than two trustees serve on any commission, those meetings must be posted according to the current municipal code.

(ii) The trustee’s tenure on a commission ends at the end of the term in office.

(b) Each commission must have a chair and vice chair. These positions are determined at the discretion of the commission except as designated by the Board for individual commissions.

(c) A staff representative may be assigned to each commission.

2-248. Duties of the Membership:
(a) The Board, at its discretion, shall appoint the Chair.
(b) The Chair shall be the first line of communication with the Board and will be responsible for ensuring the commission meets the goals and quarterly or other reporting requirements as may be set by the Board.
(c) The Chair shall set the agenda.
(d) The Vice Chair shall fulfill the duties of the Chair if the Chair is unable to do so.
(e) The Chair or Vice Chair shall do an orientation session with incoming members.
(f) The commission shall pursue outside funding (grants, sponsorships, etc.) as appropriate for their activities.
(g) Members shall adhere to the conflict of interest standards as set by state statute and municipal code.
(h) Three (3) unexcused absences from meetings by regular members or alternates will result in automatic removal from a commission.

2-249. Terms:

(a) Every Commission except the Planning Commission shall serve three (3) year terms. Terms shall be staggered to prevent a majority of the commission membership being renewed at one time. There will be no limit to the number of terms a commissioner may serve. At the first meeting after the passage of this ordinance, commission members shall draw for staggered terms.
(b) Commissioners appointed due to a resignation shall fulfill the term of the seat to which they are appointed.

2-250. Meetings:

(a) Bob’s Rules will be followed at all Commission Meetings.
(b) Written action minutes will be kept, either by the Staff Representative or the Chair or their designee.

2-251. Staff Representative Roles and Responsibilities:

(a) Shall be determined by the Town Manager except as directed by the Board and this document.
(b) Unless specifically defined otherwise, shall serve as an information resource and as coordinator for interactions with the staff and Commission.

2-252. Conflict Resolution:

(a) The Commission Chair or Vice Chair shall contact the Town Attorney in the event of conflict.

2-253. Board:

(a) The Board shall set reporting requirements for the commissions.
(b) The Board may, at its discretion, set goals for the commissions.
(c) The Board may, at its discretion, set minimum qualifications or desirable attributes for membership in each commission, to be outlined in applications tailored for each commission.
(d) The Board shall approve major projects undertaken by the commissions, as well as expenditures of funds under its purview.
ARTICLE XII
PARKS, OPEN SPACE AND TRAILS COMMISSION

2-261. Purpose.

(a) To review and recommend to the Board of Trustees in all matters concerning the acquisition, development and maintenance of municipally owned parks, open space, and trails.

2-262. Responsibilities.

(a) Attend monthly meetings.
(b) Attend other meetings or public events as needed.
(c) To recommend to the Board of Trustees as to all matters concerning the acquisition, care, use, management, control and planning of all Town park and open space properties and trails.
(d) To prepare, revise and continually update the Parks, Open Space and Trails Master Plan for the acquisition, development and maintenance of parks, open space and trails.
(e) Provide input on the Parks, Open Space, and Trails budget requests.
(f) Work with public and private agencies on matters related to park, open space, and trails matters.
(g) Provide input on the Parks, Open Space, and Trails budget requests.
(h) Evaluate parks at regular intervals and report the findings to the Board of Trustees, making recommendations on how to make improvements.
(i) To research all available grant opportunities for park, open space or trail related programs and to report their findings to the Board of Trustees.
(j) To devise and execute a rating system for the level of service and visitor experience (A star rating®) for each park, open space and trail and advise the Board on how those ratings can be continuously improved.
(k) Work with planning department to review large scale development park plans and on-street or off-street trails, at planning director discretion.
(l) Serve as the Tree Board and fulfill the requirements of Tree City USA.

ARTICLE XIII
ARTS COMMISSION

2-271. Purpose:

(a) To advise the Board on acquisitions of works of public art and their placement.

2-272. Responsibilities:

(a) To administer the Art in Public Places Program and make recommendations to the Board on expenditures from the Art Fund.
(b) The Commission shall adopt guidelines to:

(1) Identify suitable art objects;
(2) Facilitate the preservation of art objects and artifacts that may be displayed in public places;
(3) Create guidelines for competitive selection of art objects for display;
(4) Create guidelines for the selection, acquisition and display of art in public places; and

(c) In performing its duties with respect to art in public places, the Commission shall give special attention to the following matters:

(1) Conceptual compatibility of the design with the immediate environment of the site;
(2) Appropriateness of the design to the function of the site;
(3) Compatibility of the design and location with a unified design character or historical character of the site;
(4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
(5) Preservation and integration of natural features for the project;
(6) Appropriateness of the materials, textures, colors and design concept; and
(7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to ensure a variety of style, design and media throughout the community.

2-273. Staff Representative Responsibilities:

(a) Keep and archive the formal and legal records of the Town’s acquisitions.

2-274. Board:

(a) The Board shall require written minutes to be kept to ensure accountability for funds expended.
(b) The Board shall have final approval of all projects involving the expenditures of the Art in Public Places Fund.
(c) The Board shall annually approve a maintenance budget to be administered by staff with recommendations from the commission.

2-275 - 2-280 Reserved

ARTICLE XIV
HISTORIC PRESERVATION ADVISORY COMMISSION

2-281. Purpose:

(a) To advise the Board of Trustees on the preservation of the history of the Town of Frederick.

2-282. Responsibilities:

(a) To research and maintain a record of the history of the Town’s social, religious, economic, political matters and other matters, including the unfolding events of the present (separate from the
governmental and statutory record of the Town created and maintained by the Town Clerk’s office.
(b) To create and maintain an inventory of historical assets within the Town of Frederick.
(c) To organize, coordinate the Town’s museum and maintain its contents.
(d) To advise the Board of objects, structures or other features in the Town with historic significance that may be in danger of being lost or damaged.
(e) To assess the community for key community places, buildings and historic resources and develop an historic preservation policy that will enable the Town to designate historic structures.
(f) Publicize and disseminate the history of the Town through educational programming, publication, social media, etc. working in coordination and collaboration with other commissions and local organizations.
(g) Produce an annual report/summary of the Town’s events and occurrences (a year in review)

2-283 - 2-290 Reserved.

Section 2. Chapter 2, of the Frederick Municipal Code is hereby amended by the addition of Articles XV through XVIII, to read as follows:

ARTICLE XV
SCHOLARSHIP COMMISSION

2-291. Purpose:
(a) To annually select the recipients of the Town’s Scholarship Program as more fully set forth in Chapter 4, Article VIII.

2-292 - 2-300 Reserved.

ARTICLE XVI
BUILDING APPEALS BOARD

2-301. Purpose:
(a) To hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Frederick Building Code as more fully set forth in the Frederick Municipal Code Chapter 18, Article I.

Section 3. Effective date. This ordinance shall be published and become effective as provided by law.

Section 4 Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 5. Repealer. All ordinances or resolutions and motions of the Board of Trustees of
the Town of Frederick or parts thereof in conflict with this ordinance are, to the extent of such conflict, hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution, or motion thereby.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 13TH DAY OF JUNE, 2017.

ATTEST:                     TOWN OF FREDERICK

By,                        By
Meghan C. Martinez, CMC, Town Clerk       Tony Carey, Mayor
TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

Tony Carey, Mayor
Laura Brown, Mayor Pro Tem
Fred Skates, Trustee
Salvatore “Sam” DeSantis, Trustee
Rafer Burnham, Trustee
Donna Hudziak Trustee
Rocky Figurilli, Trustee

Considering the Award of the 2017 Raw Water Metering Improvements Contract

Agenda Date: Town Board Meeting – June 13, 2017

Attachments:
1. Bid Tabulation with reduced quantities
2. Project Map
3. Resolution 17-R-21

Finance Review:
Finance Director

Submitted by: Sarah Higgins
Civil Engineer, EI

Approved for Presentation: Town Manager

☐ Quasi-Judicial ☐ Legislative ☑ Administrative

Summary Statement:
Bids for the 2017 Raw Water Metering Improvements were opened on May 19, 2017, and staff is providing a recommendation for the award of this project to the lowest responsible bidder.

Detail of Issue/Request:
The Town is expanding the raw water system and as the system expands the tracking of water use is even more important. The Town is not able to measure precisely the water that is pumped out of the lake to Centennial Pond or the water that flows into the Golf Course Ponds. The Town currently meters the raw water at the locations where it is taken out of a pond to irrigate, or off of a main line through a meter. With the addition of the raw water meters to the main line feeding the raw water system to the south of Milavec and the raw water line feeding the golf course ponds the Town will be able to more accurately determine the amount of water lost to evaporation and seepage as well as measure the amount of water that is used to fill the Centennial and the Golf Course ponds. The tracking of water usage is

Built on What Matters.
required by the Lower Boulder Ditch Company and the State Engineers office. It is the impetus for this project being requested.

The Town is required by the Lower Boulder Ditch Company and the State to install a new flow monitor on the Layton lateral which feeds Milavec Lake this year. An open channel flow meter will be installed at the Parshall flume off of the lateral. The metering improvements will also include replacing the meter at the high school so it can be remotely read. Levi Contractors, Inc. the only bidder was found to be a responsible bidder. Due to budget restrictions, the metering improvements that were proposed for the golf course and Centennial Pump houses were eliminated. These eliminated improvements can be completed in the following year as the system grows and is improved. Since the project has been reduced the final bid tab is still under review with Levi Contractors, Inc. Additionally, time is of the essence in completing this work as weather allows, staff reviewed the bids and the contractor’s qualifications and is recommending that the award be made to Levi Contractors, Inc. in an amount not to exceed $100,000.00 after modifying the project scope.

**Legal Comments:**

Resolution prepared by the Town Attorney

**Alternatives/Options:**

An alternative for the project is to not install the metering improvements on the system and not measure all of the water out of the lake to fill the ponds. Another alternative is to remove some of the items from the project and just install the meters on the flume, and the outlets from the Lake.

**Financial Considerations:**

The funding for this project has been included in the 2017 Budget that was adopted in December 2016.

**Staff Recommendation:**

Staff recommends that the Board approve the attached resolution.
## BID TAB

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**Total Project Cost:** $95,950.00
All property lines and utility locations are approximate.

**Meter Installation Locations**
A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT FOR
THE RAW WATER METERING IMPROVEMENTS PROJECT

WHEREAS, with the expansion of the raw water system there is a need to accurately measure the amount of water pumped in and out of Milavec Reservoir; and

WHEREAS, the Town has solicited bids for the metering improvements; and

WHEREAS, Levi Contractors, Inc is the lowest responsible bidder in an amount not to exceed $100,000 after value engineering.

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 attached contract with Levi Contractors, Inc in an amount not to exceed $100,000 after value engineering.

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 13th DAY OF JUNE, 2017.

ATTEST: 

TOWN OF FREDERICK

By ____________________
Meghan C. Martinez, CMC, Town Clerk

By ____________________
Tony Carey, Mayor
TOWN OF FREDERICK
BOARD OF TRUSTEES
ACTION MEMORANDUM

Authorizing the Town Manager to Execute an Agreement with the State of Colorado Acting By and Through the Department of Personnel Administration, Division of Finance and Procurement, Office of Central Services

Agenda Date: Town Board Meeting – June 13, 2017

Attachment
a. Resolution 17-R-22
b. Contract

Finance Review:

Finance Director

Submitted by:
Meghan Martinez, Town Clerk

Approved for Presentation:
Matt LeCerf, Town Manager

☐ Quasi-Judicial ☐ Legislative ☑ Administrative

Summary Statement:

Staff is requesting the Board of Trustees approve a resolution authorizing the Town Manager to execute a contract with the State of Colorado Division of Finance and Procurement for the purpose of collections of outstanding fees, fines, and costs.

Detail of Issue/Request:

Staff is requesting approval of a contract for collection of fees, fines and costs that cannot be remedied via property lien. Currently, the Town can place a lien on any property located in the Town which generally covers outstanding utility charges, abatements, damages to Town property etc. However, this does not cover any outstanding charges that may be accumulated by persons or companies outside of the
Town boundaries. These charges include but are not limited to outstanding court costs, damages to Town property such as hydrant meters, and unpaid fees for services rendered. Currently, the Town has no remedy for collection of outstanding costs that could sit on our books for some time.

Staff is requesting approval of this contract to assist in collection of outstanding fees, fines and costs that may not be recovered otherwise.

**Legal Comments:**

The contract was reviewed and resolution was drafted by the Town Attorney.

**Alternatives/Options:**

The Board of Trustees may choose to approve the resolution or not.

**Staff Recommendation:**

Staff Recommends approving Resolution 17-R-22.
A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT
WITH THE STATE OF COLORADO ACTING BY AND THROUGH THE
DEPARTMENT OF PERSONNEL ADMINISTRATION, DIVISION OF FINANCE
AND PROCUREMENT, OFFICE OF CENTRAL COLLECTION SERVICES

WHEREAS, the Town has a number of accounts receivable from unpaid fines and fees; and

WHEREAS, the State of Colorado, acting by and through the Department of Personnel Administration, Division of Finance Procurement, Office of Central Collection Services, offers collection services for municipalities; and

WHEREAS, it would be financially beneficial to the Town to have a collection agency attempt to collect these unpaid fines and fees.

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 attached Agreement entitled Central Collection Services Political Subdivisions & Special Districts Collections Agreement.

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 13th DAY OF JUNE, 2017.

ATTEST: TOWN OF FREDERICK

By Meghan C. Martinez, CMC, Town Clerk

By ________________________________

Tony Carey, Mayor
Central Collection Services
Political Subdivisions & Special Districts Collections Agreement

Town of Frederick

Agency Classification: Municipality

THIS AGREEMENT is made ________________ between Town of Frederick, an existing Municipality, pursuant to Title 31, C.R.S. (the “Client”) and the State of Colorado, acting by and through the Department of Personnel & Administration, Division of Finance and Procurement, Office of Central Collection Services, (the “State”). The parties are referred to as the “parties”.

PERPETUAL TERM: This Agreement will commence on ________________ and will remain in effect until terminated in writing by either party in accordance with Section 5, Termination (the “term”).

➢ THE PARTIES AGREE AS FOLLOWS:

➢ 1. COORDINATION AND LIAISON: The State shall fully coordinate all services under the Agreement with the Finance Director of the Client (“Manager”) or, the Manager’s designee.

➢ 2. SERVICES TO BE PERFORMED:

   a. As the Manager directs, the State shall diligently undertake, perform, and complete all of the services and produce all the deliverables described as collection services, and more particularly set forth in the Scope of Work which is attached hereto and incorporated by reference herein as Exhibit A (“Scope of Work”).

   b. The State is ready, willing and able to provide the services required by this Agreement.

   c. The State shall faithfully perform the services in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

   d. This Agreement is non-exclusive, and the Client may use other vendors for the same or similar services described herein.

   e. The State shall provide monthly reports to the Manager or his designee to document the services provided as specified in the Scope of Work.

   f. The parties shall meet as needed to review the services provided under this Agreement to address any concerns, ensure quality of work product, review responsiveness to the Client’s needs under the Agreement, and address any other issues of note for the Client regarding the performance of this Agreement. The Client may include representatives of any Client agency or department as appropriate in such meetings.
3. **COMPENSATION AND PAYMENT:**
   a. **Collection Fee:** The State shall add a Collection Fee (as the term is defined in the Scope of Work) onto all accounts assigned to the State for collection pursuant to Section 8 of the Scope of Work. The Collection Fee amount shall be determined by the State according to the annual rate review process, which is set forth in the Scope of Work.
   
b. **Legal Fees:** Subject to Exhibit A, Section 1B, legal action requires written authorization by the Client prior to commencement of any legal activity. Any reasonable out of pocket expenses incurred by the State’s contracted legal counsel, in the course of litigation of collections under this Agreement, such as process server fees or court filing fees, etc. shall be added to the balance due. These legal expenses will then be posted to the account at the time they are collected by the State from the debtor with the following monthly remittance to Client. If an account is cancelled prior to collection of such out of pocket expenses, client will be responsible and they will be deducted from next month’s remittance.
   
c. **Private Collection Agency Fees:** For each account assigned to the State and for which the State utilizes a private collection agency, the State shall adjust the Collection Fee amount according to the contracted fee amount in place according to the State’s contract with the private collection agency at the time of assignment of such account to the private collection agency.

4. **STATUS OF STATE:** The State is an independent contractor retained to perform collection services for the Term of this Agreement. Neither the State nor any of its employees are employees or officers of the Client or are entitled to workers’ compensation benefits for the performance of the services described in this Agreement.

5. **TERMINATION:**
   a. Both the State and the Client have the right to terminate the Agreement with cause upon written notice to the other party, which shall be effective upon the other party’s receipt of notice, and without cause upon thirty (30) days prior written notice to the other party. At that time Client and State shall determine if any accounts in the process of collection shall remain with State for continued collection efforts.
   
b. Notwithstanding the preceding paragraph, the Client may terminate the Agreement upon written notice to the State if the State or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with State’s collection services business. Termination pursuant to this paragraph is effective upon the State’s receipt of written notice.
   
c. Upon termination of the Agreement, with or without cause, the State shall have no claim against the Client by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the
Agreement prior to the date of termination, nor shall the Client have any claim against the State by reason of, or arising out of, incidental or relating to termination.

d. If the Agreement is terminated, and the Client desires that all accounts assigned for collection shall be cancelled, the State shall thereby cancel all accounts in the system assigned by the Client and will refer all debtors back to Client upon contact. At the time of termination, Client and State shall determine length of time necessary to cancel all accounts, including those assigned to private collection agencies and/or legal counsel under contract with State and how to handle any legal accounts under judgment.

6. **EXAMINATION OF RECORDS**: Any authorized agent of the Client, including the Client’s Auditor or his or her representative, has the right to request information regarding any accounts assigned to the State by Client related to the Agreement until the latter of three (3) years after the final payment to the State under the Agreement or expiration of the applicable statute of limitations. Any such inspection is subject to the Fair Debt Collection Practices Act confidentiality requirements.

7. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event will any payment or other action by the Client constitute or be construed to be a waiver by the Client of any breach of covenant or default that may then exist on the part of the State. No payment, other action, or inaction by the Client when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

8. **INSURANCE**: The parties understand and agree that both are “public entities” within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, as amended (the “Act”) and that to the extent required or permitted by the Act both parties will at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

9. **CHARGES AND PENALTIES**: The State shall promptly pay when due, all applicable bills, debts and obligations it incurs while performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against Client’s property.

10. **ASSIGNMENT; SUBCONTRACTING**: Except as provided in this Section, the State shall not voluntarily or involuntarily assign any of its rights or obligations under this Agreement without obtaining the Manager’s prior written consent. This Section shall not limit the State’s ability to utilize private collection agencies under contract with the State to perform collection services and/or private counsel under contract with the State to perform collection and/or litigation on accounts assigned to the State in accordance with Section 4(b).

11. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
12. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Client or the State receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

13. **NO AUTHORITY TO BIND CLIENT TO CONTRACTS**: Except as specifically authorized in Section 5 of the Scope of Work, the State lacks authority to bind the Client on any contractual matters. Except as specifically authorized in Section 5 of the Scope of Work, final approval of all contractual matters that purport to obligate the Client must be executed by the Client.

14. **SEVERABILITY**: If a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions of provisions will not be affected.

15. **CONFLICT OF INTEREST**: No employee of the Client shall have any personal or beneficial interest in the services or property described in the Agreement. The State shall not hire, or contract for services with, any employee or officer of the Client. The State shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The State represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the State by placing the State’s own interests, or the interests of any party with whom the State has a contractual arrangement, in conflict with those of the Client. The Client, in its sole discretion, will determine the existence of a conflict of interest, and may terminate the Agreement for cause if it determines a conflict exists, after it has given the State written notice describing the conflict.

16. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, as follows:

   **If to the State:**
   Colorado Department of Personnel & Administration
   Central Collection Services
   1525 Sherman Street Suite 309
   Denver CO 80203
dpa_ccs_clients@state.co.us
   303-866-6541

   **If to the Client:**
   Town of Frederick
   Linda Glantz – Court Clerk
   333 5th St
   Frederick, CO 80530
   lglantz@frederickco.gov
   720-382-5530
Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by
certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the
U.S. Postal Service. The parties may designate substitute addresses where or persons to whom
notices are to be mailed or delivered. However, these substitutions will not become effective
until actual receipt of written notification.

17. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with
applicable federal law and the laws of the State of Colorado. Venue for any legal action relating to
the Agreement will be in the City and County of Denver.

18. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the
Agreement, the State may not refuse to hire, discharge, promote or demote, or discriminate in
matters of compensation against any person otherwise qualified, solely because of race, color,
religion, national origin, gender, age military status, sexual orientation, gender variance, marital
status, or physical or mental disability.

19. COMPLIANCE WITH ALL LAWS: State shall perform or cause to be performed all services in full
compliance with all applicable laws, rules, regulations and codes of the United States and of the
State of Colorado.

20. LEGAL AUTHORITY: State represents and warrants that it possesses the legal authority, pursuant to
proper, appropriate and official motion, resolution or action passed or taken, to enter into the
Agreement. Each person signing and executing the Agreement on behalf of the State represents
and warrants that he or she has been fully authorized by State to execute the Agreement on behalf
of State and to validly and legally bind State to all the terms and provisions of the Agreement. The
Client shall have the right, in its sole discretion, to either temporarily suspend or permanently
terminate the Agreement if there is a dispute as to the legal authority of either State or the person
signing the Agreement to enter into the Agreement.

21. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had
the opportunity to review the Agreement and its exhibits, and the Agreement and its exhibits will
not be construed against any party merely because any provisions of the Agreement or its exhibits
were prepared by a particular party.

22. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and
the exhibits, the language of the Agreement controls.

23. INTELLECTUAL PROPERTY RIGHTS: The Client and State intend that all property rights to any and all
materials, documents, correspondence, reports, etc. regarding the accounts assigned to State for
collection pursuant to this Agreement are the property of Client. State agrees to keep all such
information confidential and not to share with any third party or anyone except the debtor or their
designee. While the State is required to provide public records under the Colorado Open Records
Act (“CORA”), CRS §24-72-101, et seq., the confidentiality of debtor information precludes sharing
information about specific debtors or their accounts. If State receives a public records request that
implicates information provided by Client pursuant to this Agreement, State will give Client notice of the request so that Client can contest it, if Client determines that to be appropriate.

24. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the State’s obligations to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

25. **ADVERTISING AND PUBLIC DISCLOSURE**: The State shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the State’s advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement by the State will be limited to services that have been accepted by the Client. The State shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to Client’s officials.

26. **CLIENT EXECUTION OF AGREEMENT**: The Agreement will not be effective or binding on the Client until it has been fully executed by all signatories of both parties.

27. **AGREEMENT AS COMPLETE INTEGRATION – AMENDMENTS**: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. Modifications of this Agreement shall not be effective unless agreed to in writing by the parties in a written amendment to this Agreement, which is properly executed and approved in accordance with Colorado State law, State Fiscal Rules and the resolutions, rules and regulations of Town of Frederick.

28. **COUNTERPARTS OF THE AGREEMENT**: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

29. **ANNUAL APPROPRIATION**: Client’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of Client.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
* Persons signing for Agency hereby swear and affirm that they are authorized to act on Agency’s behalf and acknowledge that the State is relying on their representations to that effect.

<table>
<thead>
<tr>
<th>CLIENT AGENCY</th>
<th>STATE OF COLORADO</th>
</tr>
</thead>
</table>
| **Name of Agency:** Town of Frederick | **John Hickenlooper, GOVERNOR**  
Department of Personnel & Administration |
| By: | By: Kristin Rozansky; Chief Operations Officer |
| **Title:** | Date: |
| **Signature:** | Date: |
| **Date:** |  |

**Approved as to Form:**

<table>
<thead>
<tr>
<th>By:</th>
<th>Printed Name</th>
</tr>
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</table>

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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS 24-30-202 requires the State Controller to approve all State contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate.

<table>
<thead>
<tr>
<th>STATE CONTROLLER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Jaros, CPA, MBA, JD</td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
</tbody>
</table>

☐ Brent Voge or ☐ Clark Bolser or ☐ Tanya Olsen or ☐ Greg Garner  

**Date:**  

---

**EXHIBIT A – SCOPE OF WORK**
State shall provide collection services for past due debts on behalf of Client, including sending notices, making phone calls, skip tracing demographic information, utilization of private collection agencies for collection and/or private counsel for litigation. Pursuant to Section 7, State shall provide monthly reports to Client as well as a monthly remittance of appropriate proportion of amounts collected in the previous month.

1. COMPENSATION

The State shall add a collection fee to the balance of each account assigned to the State (each a “Collection Fee”) and collect those Collection Fees from the debtor as compensation for work performed pursuant to this Agreement. The amount of the Collection Fee, which is 18% at the time of this Agreement’s execution, is set annually as part of the State’s annual rate setting process. If there is a change in the amount of the Collection Fee, the State shall send the Client written notice of such change which shall be effective upon Client’s receipt of such notice. The Client is not required to pay State directly for collection services pursuant to this Agreement, other than legal fees as described below.

A. Collection Fees
As set forth in this Section 1, a portion of each payment will be retained by State as Collection Fees with the balance paid to Client in the form of a monthly remittance payment the month following collection of payment from the debtor.

B. Legal Fees
If State determines that litigation is the best means to collect an account, Client must first authorize in writing such litigation and provide documentation sufficient to prove the debt in a court of law. Any reasonable out of pocket expenses incurred by private counsel in the course of litigation of collections under this Agreement, such as process server fees or court filing fees, etc. will be added to the account balance. These legal expenses will then be posted to the account at the time they are collected by the State from the debtor with the following monthly remittance to the Client. If account is cancelled prior to collection of such out of pocket expenses, client will be responsible and they will be deducted from the next monthly remittance.

C. Interest
If Client is legally authorized, by law or statute or contract with debtor, for interest to be accrued on an account, any interest accrued prior to assignment may be assigned with account as “assigned interest” and subsequent interest will be accrued from time of assignment forward and added to account as “accrued interest” at the next transaction occurrence.

D. Client Collection Costs
If Client is legally authorized, by law or statute or contract with debtor, to add their collection costs to an account in addition to Collection Fees added by State, those will be included with account as “collection costs” at the time of assignment.

E. Negatives on Monthly Remittance
There may be instances when a “negative” occurs on the monthly remittance to Client. If a personal check is written by debtor and subsequently does not clear the bank, the amount of such debtor check which was previously paid to Client shall be deducted from the following monthly remittance to Client to recoup those funds. Upon a check being dishonored, a $20 State NSF fee amount shall be added to the account. Other adjustments to the monthly remittance may be made by the State for an improper posting that is subsequently corrected or for Commission Fees on accounts assigned to the State which are subsequently paid by debtor through paydirects, which are payments accepted directly by Client from debtor or negatives could occur for other similar circumstances.

2. CANCELLATION
Client has the right to cancel any account at any time, other than Client agrees not to cancel accounts solely to disallow State from receiving Collection Fees. Client shall provide State with prompt notice of any account assigned in error, any account not valid, or any account unable to be proven as valid in a court of law, which shall be cancelled by the State upon the State’s receipt of such notice. Cancellation will bring the account’s balance to $0 in State’s system. Cancellations shall be done using the State’s on-line cancellation form.
ADJUSTMENTS
Client will notify State in writing of any adjustments necessary on accounts as soon as they are identified. State will make appropriate adjustment to such account, including to Collection Fees and interest, as appropriate. Adjustments shall be done using the State’s on-line adjustment form.

3. PAYDIRECTS
Client may accept payments for accounts assigned to State to collect on its behalf, and will notify State via a paydirect form. Client agrees that State is entitled to Collection Fees out of amounts collected by Client for such accounts, which shall be deducted by the State from the monthly remittance to Client following State’s receipt of such paydirect form. Client shall check with State for accurate account balances including, but not limited to, Collection Fees and interest due on such account prior to accepting payment in full on an account. Paydirects shall be done using the State’s on-line paydirect form.

4. SETTLEMENT/FORGIVENESS/COMPROMISE
Client must review any settlement/forgiveness/compromise request received by State. If accepted by Client in writing, State shall accept such payment and adjust the account balance accordingly, including Collection Fees and interest, as appropriate. Client agrees that State is entitled to proportionate Collection Fees out of settlement amounts.

5. CREDIT BUREAU REPORTING
All accounts assigned to State will be eligible for reporting to the credit bureaus after 30 days after assignment. Client agrees not to report any account to credit bureaus that have been or will be assigned to State so accounts are not reported twice. Client may direct State in writing not to report any specific account to the credit bureaus at its discretion. Client may allow State to not report any specific account to the credit bureaus.

6. REPORTING - NOTIFICATION
After the Agreement is executed, State will setup Client in State system and provide logon and password access information to Client to be able to log-in to State system to obtain reports and/or access forms to submit information to State. The following reports will be available to Client each month through on-line access:

A. Monthly Statements
   State shall provide a monthly remittance payment to Client each month. Client shall have on-line access to a monthly “statement” providing detail of such remittance payment.

B. Cancellation Report
   State shall provide a monthly report of any accounts cancelled.

C. Adjustment Report
   State shall provide a monthly report of any accounts adjusted.

D. Legal Report
   State shall provide a monthly report of any accounts in litigation.

7. ASSIGNMENTS
Client may assign accounts to State in different ways, including:
   A. Individually, filling in the information in the on-line new account assignment form on the State’s website.
   B. Batch mode using a State provided flat Ascii file format or customized spreadsheet.

8. SECURITY
All information regarding accounts must be transmitted securely. State has a secure ftp site to be used for secure file transferrence. Care should be taken regarding any communication transmitted by fax or e-mail to ensure confidential information is protected.
9. CLIENT RECORDS A.

   Maintenance
   
   Client agrees to retain account information, including information necessary to prove the debt in a court of law for a period of up to three years after collection in full or cancellation of account with State. Client agrees to provide such information upon request by State in order to provide to debtor upon request.

B. Confidentiality

   State shall keep all Client records and information confidential at all times and comply with all applicable laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information shall be immediately forwarded to State.
Setting an Election Pursuant to CRS 31-4-503

Agenda Date: Town Board Meeting – June 13, 2017
Attachments: a. Resolution 17-R-23

Finance Review: Finance Director

Submitted by: [Signature]
Town Clerk

Approved for Presentation: [Signature]
Town Manager

☐ Quasi-Judicial ☐ Legislative ☐ Administrative

Summary Statement:
The Town Clerk’s Office has determined multiple petitions sufficient to recall elected members of the Town of Frederick Board of Trustees and requests the Board set a special election date of September 5, 2017 and designate the election as a mail ballot election.

Detail of Issue/Request:
On April 27, 2017, the Town Clerk received completed petitions regarding the recall of Mayor Carey and Trustees Hudziak and Skates. In collaboration with the Town Attorney, each petition was reviewed and all were found initially sufficient. No protests were filed by the statutory deadline and a final determination of sufficiency was issued on Tuesday, May 16, 2017. Per State Statute, the final sufficiency determination requires that the Town Clerk submit the findings to the governing body at the next scheduled meeting for setting of an election date. The next scheduled meeting of the Board of Trustees is June 13, 2017.
On May 12, 2017, the Town Clerk received completed petitions regarding the recall of Trustees Figurilli and DeSantis. In collaboration with the Town Attorney, each petition was reviewed and both were found initially sufficient. No protests were filed by the statutory deadline and a final determination was issued on May 26, 2017 after the close of business due to the holiday weekend. Per State Statute, the final sufficiency determination requires that the Town Clerk submit the findings to the governing body at the next scheduled meeting for setting of an election date. The next scheduled meeting of the Board of Trustees is June 13, 2017.

Given that there were no protests and the final determinations were issued for all petitions received prior to the June 13, 2017 Board of Trustees Meeting, the Town Clerk’s Office will be able to run one election for all five recall initiatives.

The Town Clerk is requesting the Board of Trustees set the election date as Tuesday, September 5, 2017 and designate the election as a mail ballot election. State statute requires that an election date be set no less than 30 but no more than 90 days from the date the election is set by the governing body. In addition, all regular and special elections must be set on a Tuesday. This date sets the election 85 days from the date of the setting of the election by the governing body.

The Town Clerk is requesting this date in order to meet specific requirements related to a municipal election. Specifically, a mail ballot election cannot be set any earlier than fifty-five (55) days from June 13, 2017 in order to accommodate the requirements of C.R.S. 31-4-504(4)(b) which indicates any candidates for the office at the recall election shall not have less than 10 days to circulate petitions for nomination and those petitions shall be filed no later than forty-five days prior to the recall election. While the fifty-five (55) day mark does meet the requirements of statute, it does not give the Clerk’s Office much time to complete other tasks. There is much coordination that happens prior to the fifty-five (55) day mark such as coordination with the ballot printing company to prep active military and overseas ballots so they can be mailed immediately upon ballot certification. Regular ballot packets are also prepped, approved and completed according to the printing company’s schedule. In addition, the Town Clerk’s office would have little time to conduct a Running in the Right Direction Training for prospective candidates or to provide communication regarding the election for prospective candidates. Vital information is provided at that training related to the Fair Campaign Practices Act (FCPA) that is essential for those running for office to adhere to as it is required by State Statute. Giving potential candidates only ten (10) days to complete their petitions as well as meet (FCPA) requirements gives very little time for those candidates to be compliance.

In addition, statute requires that Active Military and Overseas Voters be transmitted ballots as soon as practical. In a regular municipal election, Active Military and Overseas ballots are transmitted forty-five (45) days prior to the election date to give plenty of time for our military personnel and overseas residents to receive and return their ballot to the Town Clerk’s Office. These ballots are sent prior to regular ballots in order to reach those military and overseas voters in the timely manner. While the recall election statute allows for a shorter time frame to mail Active Military and Overseas ballots, it is the position of the Town Clerk’s office that adhering as closely to the 45 day requirement for regular elections would ensure that all registered electors in the Town are given an opportunity to cast their vote. If the election date is set on September 5, 2017, this will give the Town Clerk’s office ample time to coordinate with the ballot company in order to approve, print, and prepare ballot materials which can take weeks to accomplish. Those ballots can then be prepped and be ready for mailing upon ballot certification. This is also true for the regular ballots that are sent to local residents at their addresses within the Town of Frederick.
It is important to note that setting the election on September 5, 2017 will allow the Town Clerk’s Office opportunity to complete the following tasks efficiently:

1. Ballot and Envelope Design Certification for active military and overseas ballots, absentee ballots, replacement ballots, and regular ballots.
2. Transmittal of Active Military and Overseas Ballots as close to 45 days prior as possible.
3. Coordination of election equipment which includes but is not limited to equipment maintenance, equipment programming and testing, ballot programming, etc.
4. Election Judge Training
5. Fair Campaign Practices Act Coordination
6. Running in the Right Direction Training for interested candidates

Legal/Political Considerations:

The resolution was drafted by the Town Attorney.

Alternatives/Options:

The Board may choose to select a different date and/or designate a polling place election.

Financial Considerations:

This item has not been budgeted in the 2017 Budget and a budget appropriation will be required and has been prepared for consideration at this meeting.

Staff Recommendation:

Staff recommends approval of Resolution 17-R-23 setting the election date as September 5, 2017 and authorizing a mail ballot election.
TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 17-R-23

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AUTHORIZING A MAIL BALLOT SPECIAL ELECTION

WHEREAS, the Board of Trustees must establish a date for a special recall election; and

WHEREAS, the amendments to the municipal election law allow for mail ballot elections, and

WHEREAS, the Board of Trustees prefers a mail ballot election as opposed to polling place election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT;

Section 1. The Board of Trustees authorizes the designated election official to conduct a mail ballot special recall election on Tuesday, September 5, 2017.

Section 2. Effective Date. This resolution shall be 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 13TH DAY OF JUNE 2017.

ATTEST: TOWN OF FREDERICK

By Meghan C. Martinez, CMC, Town Clerk

By Tony Carey, Mayor
Delegating Authority to Appoint Election Judges to the Town Clerk

Agenda Date: Town Board Meeting – June 13, 2017

Attachment a. Resolution 17-R-24

Finance Review: Finance Director

Submitted by: Meghan Martinez, Town Clerk

Approved for Presentation: Matt LeCerf, Town Manager

☐ Quasi-Judicial ☑ Legislative ☐ Administrative

Summary Statement:

Staff is requesting the Board of Trustees delegate the authority to appoint election judges to the Town Clerk for the Special Election.

Detail of Issue/Request:

C.R.S. 31-10-401 Requires the Board of Trustees appoint election judges at least fifteen days before each municipal election. The Board of Trustees may by resolution delegate to the Town Clerk the authority and responsibility of appointing election judges for the election.

Legal Comments:

The resolution was drafted by the Town Attorney.
Alternatives/Options:

The Board of Trustees may choose to appoint election judges instead of delegating the authority to the Town Clerk.

Staff Recommendation:

Staff recommends approving Resolution 17-R-24 Delegating the Authority to Appoint Election Judges to the Town Clerk.
TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 17- R- 24

A RESOLUTION DELEGATING TO THE TOWN CLERK
THE AUTHORITY TO APPOINT ELECTION JUDGES

WHEREAS, on September 5, 2017 a special municipal election will be held in the Town of Frederick; and

WHEREAS, C.R.S. 31-10-401 requires the Board of Trustees to appoint election judges or to delegate to the Town Clerk the authority and responsibility to appoint election judges; and

WHEREAS, the Board of Trustees has determined to delegate its authority and responsibility to appoint election judges to the Town Clerk.

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

Section 1. Pursuant to C.R.S. 31-10-401 the Board of Trustees delegates the authority and responsibility to appoint election judges to the Town Clerk.

Section 2. All such appointments made by the Town Clerk shall be accordance with the requirements for judges of election set forth in Part 4 of the Municipal Election Code C.R.S. 31-10-401, et seq.

Section 3. Effective Date. This resolution shall be become effective immediately upon adoption.

Section 4. 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 5. 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, AND ADOPTED THIS 13TH DAY OF JUNE, 2017.

ATTEST: TOWN OF FREDERICK

By
Meghan C. Martinez, CMC, Town Clerk

Tony Carey, Mayor
A Resolution to Authorize a Supplemental Appropriation and Amend the 2017 Fiscal Year Budget for Expenditures

Agenda Date: Town Board Meeting – June 13, 2017

Attachments: a. Resolution 17-R-25

Finance Review: Finance Director

Submitted by: Town Clerk

Approved for Presentation: Town Manager

☐ Quasi-Judicial ☐ Legislative ☐ Administrative

Summary Statement:

The attached resolution will amend the 2017 fiscal year budget for additional expenditures in the general fund, specifically regarding elections.

Detail of Issue/Request:

A budget amendment is needed to amend the 2017 budget to account for election expenses. Staff is requesting a budget amendment of $20,000 in the general fund to cover costs related to conducting an election. Based on current estimates, this amendment will cover all aspects of the election including but not limited to ballot printing and mailing costs, legal costs, costs associated with voting equipment, election judges, and materials to conduct the election.

Legal Comments:

The resolution was reviewed by the Town Attorney.
**Alternatives/Options:**

The Board may choose to approve the resolution or not.

**Financial Considerations:**

This item was not budgeted in the 2017 Adopted Budget and is required in order to allocate funds for the expenditures related to the election.

**Staff Recommendation:**

Staff recommends approval of the resolution as presented.
TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 17-R-25

A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AMENDING THE ADOPTED 2017 BUDGET FOR THE TOWN OF FREDERICK TO PROVIDE FOR A SPECIAL RECALL ELECTION.

WHEREAS, an immediate need for additional funds to conduct a special recall election in the amount of $20,000 has become necessary, and;

WHEREAS, sufficient funds exist in the general fund, and;

WHEREAS, the Town Board agrees to modify appropriated expenditures for the 2017 budget, insuring the budget will be in balance and that authorized budgeted expenditures are amended, as required by law;

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

Section 1. General fund. The general fund is amended and additional funds appropriated in the amount of $20,000 to cover the estimated costs of a special recall election to include but not limited to ballot printing and mailing costs legal costs, costs associated with voting equipment, election judges and materials to conduct the election.

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, make not less than one copy of the adopted resolution available for inspection by the public during regular business hours, and file a certified copy with the Division of Local Government in the Department of Local Affairs.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13th DAY OF JUNE, 2017.

ATTEST:  

By ___________________________  By ___________________________
Meghan C. Martinez, CMC, Town Clerk  Tony Carey, Mayor